

Zoom Meeting Link

<https://zoom.us/j/745045010?pwd=bWppYVBPeVJ1dEM1L2p6L29NRWRGQT09>

Dial-In Information

Phone Number: 1-346-248-7799  
Meeting ID: 745-045-010  
Password: 042120

**LA VISTA CITY COUNCIL MEETING AGENDA**

**April 21, 2020**

**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**

*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 April 7, 2020 City Council Meeting**
3. **Approval of the Minutes of the March 19, 2020 Planning Commission Meeting**
4. **Monthly Financial Report – February 2020**
5. **Request for Payment – City of Omaha – Sewer Fees – \$72,777.60**
6. **Request for Payment – HDR Engineering, Inc. – Professional Services – Project Management for Services for Public Improvements and Other Works – \$892.46**
7. **Request for Payment – Midwest Right of Way Services, Inc. – Professional Services – 84<sup>th</sup> St North of Brentwood Drive – Voluntary Acquisition – \$157.50**
8. **Request for Payment – Midwest Right of Way Services, Inc. - Professional Services – 120<sup>th</sup> & Giles – Total Acquisition – \$142.50**
9. **Request for Payment – Olsson – Professional Services – City Centre Phase 1 Public Infrastructure – \$2,124.00**
10. **Request for Payment – Olsson – Professional Services – City Centre Geotechnical Services – \$714.00**
11. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Phase 1 Golf Course Transformation – Proposed Lake Improvements – \$893.25**
12. **Approval of Claims**

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

**B. Final Plat – Echo Hills Replat Four – West Management, LLC**

1. **Resolution – Approve Final Plat**
2. **Resolution – Approve Subdivision Agreement**

**C. Conditional Use Permit – Lot 3 Echo Hills/Proposed Lot 1 Echo Hills Replat Four – West Management, LLC**

1. **Public Hearing**
2. **Resolution – Approve Conditional Use Permit**

**D. Conditional Use Permit – Lot 3 Echo Hills/Proposed Lot 2 Echo Hills Replat Four – West Management LLC**

1. **Public Hearing**
2. **Resolution – Approve Conditional Use Permit**

**E. Resolution – Harrison Street Bridge Rail Repair**

**F. Resolution – Authorize Request for Proposals – Annual Financial Report Audit & Keno Agreed Upon Procedures**

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

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

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

## LA VISTA CITY COUNCIL MEETING APRIL 7, 2020

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 April 7, 2020. Present via teleconference were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also present via teleconference were Mayor Douglas Kindig, City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Police Chief Lausten, City Clerk Buethe, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, Finance Director Miserez, Community Development Director Fountain, City Engineer Dowse, and Human Resources Director Trail.

A notice of the meeting was given in advance thereof by publication in the Times on March 25, 2020. 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 via teleconference. Governor Pete Ricketts issued Executive Order No. 20-03 – Corona Virus – public meeting requirement limited waiver. Such order allowed for the governing body to meet by telephone conferencing. Notice of the phone number was given to the public through the publication in the Times, the City of La Vista website and through social media and was posted at the entrance to the meeting facility. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MARCH 3, 2020 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT – THE COLONIAL PRESS, INC. – PROFESSIONAL SERVICES – LA VISTA COMMUNITY GUIDE – \$9,133.14
4. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTER PARKING STRUCTURE 2 – \$55,654.20
5. REQUEST FOR PAYMENT – HDR ENGINEERING INC. – PROFESSIONAL SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS AND OTHER WORKS – \$681.42
6. REQUEST FOR PAYMENT – HGM ASSOCIATES, INC. – PROFESSIONAL SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION – PHASE I INVESTIGATION – \$34,160.53
7. REQUEST FOR PAYMENT – MIDWEST RIGHT OF WAY SERVICES, INC. – PROFESSIONAL SERVICES – 120<sup>TH</sup> & GILES TOTAL ACQUISITION – \$285.00
8. REQUEST FOR PAYMENT – MIDWEST RIGHT OF WAY SERVICES, INC. – PROFESSIONAL SERVICES – 84<sup>TH</sup> STREET NORTH OF BRENTWOOD DRIVE – \$262.50
9. REQUEST FOR PAYMENT – OMAHA PUBLIC POWER DISTRICT – CONSTRUCTION SERVICES – LA VISTA CITY CENTRE REROUTE LINE 26 – \$2,098,340.00
10. REQUEST FOR PAYMENT – SIGNIT – PROFESSIONAL SERVICES – 60<sup>TH</sup> ANNIVERSARY BANNERS – \$7,850.00
11. REQUEST FOR PAYMENT – THOMPSON, DREESSEN, & DORNER, INC. – PROFESSIONAL SERVICES – CIVIL ENGINEERING SERVICES – \$2,377.50
12. REQUEST FOR PAYMENT – TITLECORE NATIONAL, LLC – PROFESSIONAL SERVICES – \$200.00
13. REQUEST FOR PAYMENT – VALUATION SERVICES – PROFESSIONAL SERVICES – SOUTH 84<sup>TH</sup> STREET – \$3,500.00
14. REQUEST FOR PAYMENT – WELLINGTON – PROFESSIONAL SERVICES – 60<sup>TH</sup> ANNIVERSARY CELEBRATION – \$10,375.00
15. RESOLUTION NO. 20-041 – APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PROVIDING FOR THE APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS.

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

WHEREAS, The City Council of the City of La Vista has determined that appointments to the La Vista Safety Steering Committee are necessary; and

WHEREAS, a recommendation by the City Administrator, in consultation with the staff, has been made regarding appointments; and

WHEREAS, the recommended appointments comply with N.R.S. 48-443:

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby appoint the following city employees to the La Vista Safety Steering Committee for the terms specified:

Todd Armbrust	Employer Representative	2 year term through 4/2022
Randy Trail	Employer Representative	2 year term through 4/2022
Ryan South	Employee Representative	2 year term through 4/2022
Terry Foster	Employee Representative	2 year term through 4/2022
Jean Hurst	Ex-Officio (Non-Voting)	2 year term through 4/2022

## 16. APPROVAL OF CLAIMS

ABM INDUSTRIES, services	38,264.50
AMAZON CAPITAL, services	835.97
ASPEN EQUIPMENT CO, maint.	449.27
AT&T MOBILITY LLC, phones	93.78
BERGANKDV LLC, services	2,350.00
BIBLIONIX LLC, media	4,465.00
BISHOP BUSINESS EQUIPMENT, services	2,374.03
BIZCO, INC, services	2,953.19
BLACK HILLS ENERGY, utilities	4,506.43
BOBCAT OF OMAHA, services	295.00
BOBETTE JONES, refund	5.00
BS&A SOFTWARE, services	5,785.00
CAROL KOLB, refund	10.00
CCH INC, services	1,215.00
CENTER POINT, INC, books	408.66
CENTURY LINK, phones	464.58
CENTURY LINK BUSN SVCS, phones	160.34
CHARLES E. TOSTENSON III, services	3,000.00
CHERYL HELLER, refund	5.00
CINTAS CORP, services	444.32
CITY OF PAPILLION, services	195,894.39
COLIBRI SYSTEMS, supplies	1,351.28
COMFORT INN-KEARNEY, travel	599.70
COMP CHOICE INC, services	409.00
CONNIE BRAY, refund	5.00
CONNIE TWOHIG, refund	5.00
CONTINENTAL RESEARCH CORP, supplies	383.05
CONTROL MASTERS INC, services	145.00
CORNHUSKER INTL TRUCKS INC, maint.	722.89
COX COMMUNICATIONS, INC, services	294.13
CPS HUMAN RESOURCES, services	711.00
CULLIGAN OF OMAHA, services	44.50
CYNTHIA PRILL, refund	5.00
D & K PRODUCTS, services	915.00
DASH MEDICAL GLOVES, supplies	71.90
DATASHIELD CORP, services	20.00
DELL MARKETING LP, services	179.08
DEMCO INC, supplies	121.67
DH WIRELESS SOLUTIONS, services	1,477.47
DIAMOND VOGEL, bld&grnds	60.27

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DONALD B EIKMEIER, services	750.00
DXP ENTERPRISES INC, services	116.00
EBSCO INFORMATION, media	3,018.30
EDGEWEAR SCREEN PRINTING, apparel	73.60
ELAINE WESTBROOK, refund	10.00
ELDON PAPE, refund	10.00
ERIN BURGER, refund	72.00
FAC PRINT & PROMO CO, supplies	344.50
FASTENAL CO, services	65.74
FEDEX, services	25.48
FITZGERALD SCHORR BARMETTLER, services	34,236.40
FOUNTAIN, B., travel	201.25
FRANCES WIENEKE, refund	5.00
GALE, books	1,029.88
GARY ROTH, refund	5.00
GAYLE MAREK, refund	15.00
GENERAL FIRE & SAFETY, services	89.00
GENUINE PARTS CO, maint.	1,547.12
GINGER MILLER, refund	5.00
GRAINGER, supplies	86.06
GRAYBAR ELECTRIC CO, bld&grnds	258.07
GREATAMERICA FINANCIAL, services	1,127.00
GREY HOUSE PUBLISHING, books	597.50
HANEY SHOE STORE, apparel	101.99
HERRICK, ANGELA DAWN, services	40.00
HY-VEE INC, supplies	53.64
IGM TECHNOLOGY CORP, services	19,796.00
INGRAM LIBRARY, books	1,385.16
INTERNATIONAL CODE COUNCIL, services	200.85
JOHNSON CONTROLS, services	677.84
JOHNSON HARDWARE, supplies	19.68
KANOPI, INC, services	39.00
KAREN PETERSEN, refund	5.00
KATHLEEN SMITH, refund	5.00
KEVIN JONES, services	900.00
KRIHA FLUID POWER, maint.	71.92
LV COMM FOUNDATION, payroll	60.00
LAIMA RICCERI, refund	10.00
LANA POLITANO, refund	5.00
LARRY SELL, refund	10.00
LARSEN SUPPLY CO, supplies	1,399.86
LAUSTEN JR ROBERT S, services	4,200.00
LIBRA INDUSTRIES, supplies	500.00
LIBRARY IDEAS, books	967.30
LILLY JOHNSON, services	40.00
LOGO LOGIX EMBROIDERY, apparel	196.00
MAPLE 85, services	14,975.10
MATHESON TRI-GAS, supplies	510.14
MENARDS-RALSTON, bld&grnds	372.31
METRO COMM COLLEGE, services	10,755.72
MUD, utilities	2,059.43
MIDLANDS LIGHTING, supplies	398.28
MID-WEST MILITARY, services	40.00
MIDWEST TAPE, books	104.73
MIKE GREVE, refund	5.00
MILLARD METAL, services	167.00
MOBOTREX, INC, services	430.00
MSC INDUSTRIAL, supplies	228.60
NE LAW ENFORCEMENT, services	30.00
NE STATE PATROL, services	2,319.00

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NMC EXCHANGE, maint.	237.93
OCLC INC, services	322.42
ODEYS INC, supplies	2,716.90
OFFICE DEPOT INC, supplies	1,645.37
OLSSON, INC, services	6,714.25
OPPD, utilities	50,912.69
OMNI ENGINEERING, maint.	252.45
PAPER ROLL PRODUCTS, supplies	71.95
PAT LEVENE, refund	5.00
PAY-LESS OFFICE, supplies	200.10
PER MAR SECURITY, services	828.24
PETTY CASH, supplies	459.47
POSITIVE CONCEPTS, supplies	413.82
RDG PLANNING & DESIGN, services	5,991.92
RECORDED BOOKS, media	1,677.96
RON & BRIDGET SHEEHAN, refund	10.00
ROWMAN & LITTLEFIELD PUBLISHING, books	47.97
RUHGE, R., services	1,500.00
SARPY COUNTY LANDFILL, services	25.00
SECURITY EQUIPMENT, bld&grnds	169.00
SHARRON BAILEY, refund	10.00
SID DILLON WAHOO INC, services	72,772.00
SIGN IT, services	1,009.80
SIGN-O-VATION, INC, services	25.00
SOLBERG, C., travel	201.25
SOUTHERN UNIFORM, apparel	294.00
STURGIS WEB, services	2,000.00
SUBSURFACE SOLUTIONS, services	240.00
SUBURBAN NEWSPAPERS INC, services	2,798.41
TED'S MOWER SALES, supplies	1,092.26
THE CHILD'S WORLD, INC, books	1,192.20
THE HARRY A KOCH CO, services	214,467.75
THERESA MADEIRO, refund	10.00
TOSHIBA FINANCIAL, services	138.00
TRADE WELL PALLET, supplies	405.00
TRANS UNION RISK, services	50.00
UNITE PRIVATE NETWORKS, services	4,400.00
UNITED PARCEL, services	23.10
UNITED SEEDS INC, bld&grnds	210.00
VERIZON WIRELESS, phones	500.39
WALMART, supplies	1,061.85
WELLINGTON EXPERIENCE, INC, services	372.50
WESTLAKE HARDWARE, bld&grnds	675.92
WHITE CAP CONSTR, apparel	51.47
WM. NEWINGHAM, refund	10.00
WOODHOUSE LINCLN-MAZDA, maint.	548.63
YANGIU DONG, refund	106.00

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Quick. Councilmember Thomas 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

Police Chief Lausten reported that as of 6:00 p.m., all officers will be wearing N-95 masks when interacting with the public. Tomorrow, they will start taking their temperatures before and after their shifts.

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## **B. RESOLUTION – FY 2018/2019 AUDITED COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)**

Councilmember Crawford introduced and moved for the adoption of Resolution No. 20-042 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FISCAL YEAR 2018-2019 MUNICIPAL AUDIT AS PREPARED BY THE AUDITING FIRM OF BKD, LLP, OMAHA, NEBRASKA.

WHEREAS, the City of La Vista has contracted with the firm of BKD, LLP, Omaha, Nebraska, to complete an audit of the City's fiscal year 2018-2019 municipal operations; and

WHEREAS, BKD, LLP has completed said audit and provided copies of their findings.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, that the 2018-2019 municipal audit is hereby accepted and approved.

Seconded by Councilmember Thomas. Amy Shreck from BKD, LLC reported to the Council on the City's first Comprehensive Annual Financial Report (CAFR). Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **C. ORDINANCE – AMEND SECTION 113.10 OF THE LA VISTA MUNICIPAL CODE**

Councilmember Frederick introduced Ordinance No. 1392 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ADOPTING SECTION 113.10.4.1 OF THE LA VISTA MUNICIPAL CODE TO PROVIDE FOR QUARTERLY RETURN AND PAYMENT OF RESTAURANTS AND DRINKING PLACES OCCUPATION TAX; REPEALING CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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 Frederick. The Mayor then stated the question, "Shall Ordinance No. 1392 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 signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **D. RESOLUTION – MUTUAL AID AGREEMENT**

Councilmember Quick introduced and moved for the adoption of Resolution No. 20-043 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A MUTUAL AID AGREEMENT BETWEEN SARPY COUNTY AND THE CITIES OF LA VISTA, PAPILLION, GRETNNA, BELLEVUE, AND SPRINGFIELD TO COORDINATE RESPONSE ACTIVITIES AND SHARE RESOURCES IN TIMES OF EMERGENCIES.

WHEREAS, it has long been recognized that mutual aid between agencies sharing similar demands is highly desirable; and

WHEREAS, it is recognized that, oftentimes, delivery of services during emergency situations can be done most cost-effectively and with enhanced flexibility when forces are combined; and

WHEREAS, the Federal Government, through the Department of Homeland Security and Federal Emergency Management Agency (FEMA), strongly encourages the formation of mutual aid agreements between local

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jurisdictions for reciprocal disaster response and recovery assistance; and

WHEREAS, Sarpy County and the United Cities of Sarpy County have worked to formalize a mutual aid agreement for the local entities to support each other, coordinate and share available resources, and be reimbursed for those services as appropriate;

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 Mutual Aid Agreement between Sarpy County and the cities of La Vista, Papillion, Gretna, Bellevue, and Springfield to coordinate response activities and share resources in times of emergencies.

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

## **E. RESOLUTION – AUTHORIZE PURCHASE – COMPUTER EQUIPMENT**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 20-044 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF NINE (9) IPAD PRO TABLETS, EIGHT (8) MS SURFACE PRO SCREEN TABLETS, AND FOUR (4) MS SURFACE GO FROM MNJ TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED \$18,318.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of nine (9) iPad Pro tablets, eight (8) MS Surface Pro screen tablets, and four (4) MS Surface Go is necessary; and

WHEREAS, the FY19/20 Biennial Budget provides funding for the purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of nine (9) iPad Pro tablets, eight (8) MS Surface Pro screen tablets and four (4) MS Surface Go from MNJ Technologies in an amount not to exceed \$18,318.00.

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

## **F. DISCUSSION – SALUTE TO SUMMER FESTIVAL**

After discussion, Mayor Kindig announced that the Salute to Summer Festival for 2020 had been cancelled due to concerns associated with the COVID-19 situation. The Councilmembers in support of residents' safety agreed with this decision. Mayor Kindig said that there may be an opportunity to do an event later in the year.

## **COMMENTS FROM CITIZENS**

Tony Gowan commented on the passing of former mayor Harold "Andy" Anderson.

## **COMMENTS FROM MAYOR AND COUNCIL**

Mayor Kindig commented on the passing of both Harold "Andy" Anderson and the spouse of an employee. He asked for a moment of silence to remember them both. He said that the City will do something to honor former Mayor Anderson at a later date.

At 6:31 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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PASSED AND APPROVED THIS 21ST DAY OF APRIL 2020.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



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

**PLANNING COMMISSION MINUTES**  
**MARCH 19, 2020 6:30 P.M.**

The City of La Vista Planning Commission held a meeting on Thursday, March 19, 2020 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 via teleconference were: Mike Krzywicki, Gayle Malmquist, Kathleen Alexander, John Gahan, Harold Sargus, Josh Frey, Mike Circo, Jason Dale, Patrick Coghlan, and Deputy Community Development Director, Chris Solberg. Members absent were: None. Also, in attendance in the Council Chambers were Bruce Fountain; Community Development Director; Cale Brodersen, Assistant Planner; Meghan Engberg, Permit Technician, and Chairman Wetuski.

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 via teleconference. Governor Pete Ricketts issues Executive Order No. 20-03 – Corona Virus – public meeting requirement limited waiver. Such order allowed for the governing body to meet by telephone conferencing. Notice of the phone number was given to the public through the City of La Vista website and through social media and was posted at the entrance of the meeting facility.

**1. Call to Order**

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

**2. Approval of Meeting Minutes – February 20, 2020**

*Krzywicki* moved, seconded by *Circo*, to approve the February 20th minutes. **Ayes: Krzywicki, Gahan, Wetuski, Frey, Sargus, Circo, Alexander and Malmquist. Nays: None. Abstain: Dale. Absent: None. Motion Carried, (9-0-1)**

**3. Old Business**

*None.*

**4. New Business**

**A. Final Plat – Echo Hills Replat Four – West Management, LLC**

- i. **Staff Report – Cale Brodersen:** Brodersen stated that the applicant, West Management LLC, is looking for approval for a final plat for Lot 3 Echo Hills, being replatted as Lots 1-4 Echo Hills Replat Four for the purpose of development including an assisted living and memory care facility, multi-family housing and a commercial

area that may include a restaurant, retail space and drive-thru coffee shop. Brodersen reminded the commission that in December they reviewed some items for Echo Hills which included the Future Land Use Map, Comprehensive Plan Amendment, a Rezoning, A Planned Unit Development and the Preliminary Plat. They are now looking at the second round of items which includes this Final Plat and two Conditional Use Permits. He then mentioned that in relation to the Final Plat, a Subdivision Agreement has been drafted by the applicant and is under review by the City and will need to be finalized before the Final Plat is approved by City Council. Staff recommends approval of the Final Plat for Lot 3 Echo Hills, being replatted as Lots 1-4 Echo Hills Replat Four, contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

- ii. **Applicant Presentation-** Brett West said that he had nothing to present on this item but would be happy to answer any questions.

Krzywicki mentioned that he had sent an email to Solberg about a possible discrepancy between the number of parking stalls on Lot 2 and the number of parking listed on the exhibits in the Conditional Use Permits.

Solberg said that he had forwarded that onto Brodersen to review.

Brodersen said that he did look into it and mentioned that in the staff report, under the parking requirements, the provided stalls for Lot 2 says 514 and that is an error. He said that the number is 497, which is listed in exhibit B in the Conditional Use Permit items. Brodersen said that the 514 was taken from an old PUD site plan, but they had asked the developer to make a change, which caused a reduction in the amount of parking stalls. He said that there may be some confusion in the landscaping plan because it lists 207 spaces for Lot 2 and that is referring to the interior spaces and was listed there because they used the number of interior parking spaces to calculate some of the requirements for landscaping.

Krzywicki asked that any motion made reflect what was just indicated.

- iii. **Recommendation:** *Krzywicki moved, seconded by Dale, to recommend for approval the Final Plat for Lot 3 Echo Hills, being replatted as Lots 1-4 Echo Hills Replat Four, contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance. As well as making the changes that Brodersen had mentioned for the stalls.* **Ayes:** *Krzywicki, Gahan, Wetuski, Frey, Sargus, Circo, Alexander, Dale, and Malmquist.* **Nays:** *None.* **Abstain:** *None.* **Absent:** *None.* **Motion Carried, (9-0)**

**B. Conditional Use Permit – Lot 3 Echo Hills/Proposed Lot 1 Echo Hills Replat Four – West Management, LLC**

- i. **Staff Report – Cale Brodersen:** Brodersen stated that the applicant, West Management LLC, is looking for the approval for a Conditional Use Permit for the construction and operation of an assisted living and memory care facility on proposed Lot 1 Echo Hills Replat Four. He said that this will include 60 assisted living units and 20 memory care units, all of which would be at market rate. Brodersen said that each building, before construction, must be approved through the city's design review process and are requiring that be substantially complete before the Conditional Use Permits can be executed. He said that those processes are underway and that the design review architect has gotten back the first round of comments, so that is moving forward. Staff recommends approval of the Conditional Use Permit for Lot 1 Echo Hills Replat Four, contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.
- ii. **Applicant Presentation:** Brett West spoke on behalf of the applicant and project. He went over the layout and design of the assisted living and memory care facilities with the planning commission. He then invited the Planning Commission to ask questions.
- iii. **Public Hearing: Wetuski Opened the Public Hearing**  
  
**Wetuski closed the Public Hearing.**
- iv. **Recommendation:** Frey moved, seconded by Gahan to recommend approval for the Conditional Use Permit for Lot 1 Echo Hills Replat Four, contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance. **Ayes: Krzywicki, Gahan, Wetuski, Frey, Sargus, Circo, Alexander, Dale, and Malmquist. Nays: None.**  
**Abstain: None. Absent: None. Motion Carried, (9-0)**

**C. Conditional Use Permit – Lot 3 Echo Hills/Proposed Lot 2 Echo Hills Replat Four – West Management, LLC**

- i. **Staff Report – Cale Brodersen:** Brodersen stated the applicant, West Management LLC, is requesting a Conditional Use Permit for the construction and operation of multi-family housing on proposed Lots 2 Echo Hills Replat Four. He said that this would include four, three-story apartment buildings that would include a total of 210 market-rate apartment units. Staff recommends approval of the Conditional Use Permit for Lot 2 Echo Hills Replat Four contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance. He said that he will include the corrected parking in the staff report.

ii. **Applicant Presentation:** Brett West spoke on behalf of the applicant and project. He went over the design and layout of the apartment buildings. He then invited the Planning Commission to ask questions.

iii. **Public Hearing: Wetuski Opened the Public Hearing**

**Wetuski closed the Public Hearing**

iv. **Recommendation:** Malmquist moved, seconded by Frey to make a recommendation to approve the Conditional Use Permit for Lot 2 Echo Hills Replat Four contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance. **Ayes: Krzywicki, Gahan, Wetuski, Frey, Sargus, Circo, Alexander, Dale, and Malmquist. Nays: None. Abstain: None. Absent: Dale and Coghlan. Motion Carried, (9-0)**

## 5. Comments from the Floor

**No member of the public came forward.**

## 6. Comments from the Planning Commission

**None.**

## 7. Comments from the Staff

Brodersen said that the Echo Hills items are slated to go to city council on April 21<sup>st</sup>. He also mentioned that there will be no meeting on April 2<sup>nd</sup> and that we will keep the Commission updated on future meetings. He thanked the Commission for being patient with us and having to call in for the meeting.

Solberg said that he also wanted to thank the Planning Commission for adjusting so quickly to having to call in for the meeting. He also thanked Fountain, Brodersen, and Engberg on making this change to this new format so quickly.

Circo asked how the public was notified of the changes to how the meetings were being held for Planning Commission and City Council.

Fountain said that they were notified primarily through social media and the website.

Fountain thanked everyone for adjusting to how the meeting was held and for the chairman coming in for the meeting. He also mentioned that City Hall and the Community Development offices are now closed to the public. He said that staff will be there as allowed, answering phone calls and dealing with the public as much as we can. Fountain said that there is also information

on our webpage regarding to this as well. He said that our inspectors are continuing to do exterior and new construction inspections but are not doing remodels or inhabited structures at this time.

**8. Adjournment**

Wetuski adjourned the meeting at 6:57 p.m.

Reviewed by Planning Commission:

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Planning Commission Secretary

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Planning Commission Chair

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**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the four months ending February 29, 2020  
42% of the Fiscal Year 2020

	<b>Total All Funds</b>					% of Budget Used
	<b>Budget (12 month)</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>		
<b><u>OPERATING REVENUES</u></b>						
General Fund	\$ 19,268,775	\$ 1,449,507	\$ 5,295,004	\$ (13,973,771)		27%
Sewer Fund	4,410,092	374,660	1,737,789	(2,672,303)		39%
Debt Service Fund	4,037,476	364,098	1,168,584	(2,868,892)		29%
Capital Improvement Program Fund	22,411	28	96	(22,315)		0%
Lottery Fund	1,206,420	132,820	512,288	(694,132)		42%
Economic Development Fund	517	2	13	(504)		2%
Off Street Parking Fund	115,771	1,198	7,769	(108,002)		7%
Redevelopment Fund	2,441,569	277,152	855,127	(1,586,442)		35%
Police Academy	100,083	22	100,340	257		100%
TIF 1A	541,612	-	-	(541,612)		0%
TIF 1B	-	-	-	-		0%
Sewer Reserve Fund	8,937	716	3,564	(5,373)		40%
Qualified Sinking Fund	625	60	297	(328)		47%
<b>Total Operating Revenues</b>	<b>32,154,288</b>	<b>2,600,261</b>	<b>9,680,871</b>	<b>(22,473,417)</b>		<b>30%</b>
<b><u>OPERATING EXPENDITURES</u></b>						
General Fund	18,932,599	1,272,389	6,806,919	(12,125,680)		36%
Sewer Fund	3,737,941	61,687	732,419	(3,005,522)		20%
Debt Service Fund	3,153,682	335,011	2,106,354	(1,047,328)		67%
Capital Improvement Program Fund	-	-	-	-		0%
Lottery Fund	710,076	40,898	209,174	(500,902)		29%
Economic Development Fund	137,466	-	-	(137,466)		0%
Off Street Parking Fund	1,241,698	16,339	659,072	(582,626)		53%
Redevelopment Fund	1,533,687	4,945	403,510	(1,130,177)		26%
Police Academy	98,596	8,925	44,763	(53,833)		45%
TIF 1A	541,612	-	-	(541,612)		0%
TIF 1B	-	-	-	-		0%
Sewer Reserve Fund	-	-	-	-		0%
Qualified Sinking Fund	-	-	-	-		0%
<b>Total Operating Expenditures</b>	<b>30,087,357</b>	<b>1,740,194</b>	<b>10,962,212</b>	<b>(19,125,145)</b>		<b>36%</b>
<b><u>OPERATING REVENUES NET OF EXPENDITURES</u></b>						
General Fund	336,176	177,118	(1,511,915)	(1,848,091)		
Sewer Fund	672,151	312,973	1,005,370	333,219		
Debt Service Fund	883,794	29,087	(937,771)	(1,821,565)		
Capital Improvement Program Fund	22,411	28	96	(22,315)		
Lottery Fund	496,344	91,922	303,113	(193,231)		
Economic Development Fund	(136,949)	2	13	136,962		
Off Street Parking Fund	(1,125,927)	(15,140)	(651,303)	474,624		
Redevelopment Fund	907,882	272,207	451,617	(456,265)		
Police Academy	1,487	(8,903)	55,577	54,090		
TIF 1A	-	-	-	-		
TIF 1B	-	-	-	-		
Sewer Reserve Fund	8,937	716	3,564	(5,373)		
Qualified Sinking Fund	625	60	297	(328)		
<b>Operating Revenues Net of Expenditures</b>	<b>2,066,931</b>	<b>860,068</b>	<b>(1,281,341)</b>	<b>(3,348,272)</b>		
					<b>(0)</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the four months ending February 29, 2020  
42% of the Fiscal Year 2020

<b>Total All Funds</b>					
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of Budget Used

**OTHER FINANCING SOURCES & USES**

**TRANSFERS IN**

General Fund	100,293	-	-	(100,293)	0%
Sewer Fund	3,000	-	-	(3,000)	0%
Debt Service Fund	214,782	-	90,508	(124,274)	42%
Capital Improvement Program Fund	1,142,500	-	203,809	(938,691)	18%
Lottery Fund	-	-	-	-	-
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	1,396,911	200	575,658	(821,254)	41%
Redevelopment Fund	200,000	-	-	(200,000)	0%
Police Academy	-	-	-	-	-
TIF 1A	-	-	-	-	-
TIF 1B	-	-	-	-	-
Sewer Reserve Fund	728,630	-	-	(728,630)	0%
Qualified Sinking Fund	450,000	-	-	(450,000)	0%
<b>Total Transfers In</b>	<b>4,236,116</b>	<b>200</b>	<b>869,974</b>	<b>(3,366,142)</b>	<b>21%</b>

**TRANSFERS OUT**

General Fund	(1,430,161)	(200)	(140,808)	1,289,353	10%
Sewer Fund	(728,630)	-	-	728,630	0%
Debt Service Fund	(1,255,003)	-	(669,105)	585,898	53%
Capital Improvement Program Fund	-	-	-	-	-
Lottery Fund	(822,322)	-	(60,061)	762,261	7%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	-	-	-	-	-
Police Academy	-	-	-	-	-
TIF 1A	-	-	-	-	-
TIF 1B	-	-	-	-	-
Sewer Reserve Fund	-	-	-	-	-
Qualified Sinking Fund	-	-	-	-	-
<b>Total Transfers Out</b>	<b>(4,236,116)</b>	<b>(200)</b>	<b>(869,974)</b>	<b>3,366,142</b>	<b>21%</b>

**NET TRANSFERS**

General Fund	(1,329,868)	(200)	(140,808)	1,189,060	11%
Sewer Fund	(725,630)	-	-	725,630	0%
Debt Service Fund	(1,040,221)	-	(578,598)	461,623	56%
Capital Improvement Program Fund	1,142,500	-	203,809	(938,691)	18%
Lottery Fund	(822,322)	-	(60,061)	762,261	7%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	1,396,911	200	575,658	(821,254)	41%
Redevelopment Fund	200,000	-	-	(200,000)	0%
Police Academy	-	-	-	-	-
TIF 1A	-	-	-	-	-
TIF 1B	-	-	-	-	-
Sewer Reserve Fund	728,630	-	-	(728,630)	0%
Qualified Sinking Fund	450,000	-	-	(450,000)	0%
<b>Total Net Transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the four months ending February 29, 2020**  
**42% of the Fiscal Year 2020**

	<b>Total All Funds</b>				
	<b>Budget</b> <b>(12 month)</b>	<b>MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
Sewer Fund	-	-	-	-	-
Capital Improvement Program Fund	8,500,000	-	-	(8,500,000)	0%
Economic Development Fund	3,000,000	-	-	(3,000,000)	0%
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	6,500,000	-	-	(6,500,000)	0%
<b>Total Bond Proceeds</b>	<b>18,000,000</b>	<b>-</b>	<b>-</b>	<b>(18,000,000)</b>	<b>0%</b>

**OTHER REVENUE: BOND PROCEEDS**

Sewer Fund	-	-	-	-	-
Capital Improvement Program Fund	8,500,000	-	-	(8,500,000)	0%
Economic Development Fund	3,000,000	-	-	(3,000,000)	0%
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	6,500,000	-	-	(6,500,000)	0%
<b>Total Bond Proceeds</b>	<b>18,000,000</b>	<b>-</b>	<b>-</b>	<b>(18,000,000)</b>	<b>0%</b>

**OTHER EXPENDITURES: CAPITAL IMPROVEMENT PROGRAM**

Sewer Fund	50,000	-	1,189	(48,811)	2%
Capital Improvement Program Fund	9,979,512	50,448	119,088	(9,860,424)	1%
Off Street Parking Fund	750,000	9,191	106,367	(643,633)	14%
Redevelopment Fund	10,700,000	464,999	558,348	(10,141,652)	5%
<b>Total Capital Improvement Program</b>	<b>21,479,512</b>	<b>524,638</b>	<b>784,992</b>	<b>(20,694,520)</b>	<b>4%</b>

**OTHER EXPENDITURES: EDP GRANT**

Economic Development Fund	3,000,000	-	-	(3,000,000)	0%
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**NET FUND ACTIVITY**

General Fund	(993,692)	176,918	(1,652,723)	(659,031)
Sewer Fund	(103,479)	312,973	1,004,181	1,107,660
Debt Service Fund	(156,427)	29,087	(1,516,369)	(1,359,942)
Capital Improvement Program Fund	(314,601)	(50,420)	84,817	399,418
Lottery Fund	(325,978)	91,922	243,052	569,030
Economic Development Fund	(136,949)	2	13	136,962
Off Street Parking Fund	(479,016)	(24,131)	(182,012)	297,004
Redevelopment Fund	(3,092,118)	(192,793)	(106,731)	2,985,387
Police Academy	1,487	(8,903)	55,577	54,090
TIF 1A	-	-	-	-
TIF 1B	-	-	-	-
Sewer Reserve Fund	737,567	716	3,564	(734,003)
Qualified Sinking Fund	450,625	60	297	(450,328)
<b>Net Activity</b>	<b>\$ (4,412,581)</b>	<b>335,430</b>	<b>(2,066,333)</b>	<b>2,346,248</b>
				(0)

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the four months ending February 29, 2020  
42% of the Fiscal Year 2020

	<b>Total All Funds</b>			
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>
<u>FUND BALANCE</u>	<u>As of FYE 9/30/2020</u>	<u>As of 2/29/2020</u>	<u>Variance</u>	<u>Notes</u>
General Fund	4,688,168	5,259,373	571,205	
Sewer Fund	978,985	2,098,469	1,119,484	
Debt Service Fund	2,354,279	2,275,813	(78,466)	
Capital Improvement Program Fund	(41,847)	109,002	150,849	
Lottery Fund	2,900,404	3,754,054	853,650	
Economic Development Fund	70,019	7,055	(62,964)	
Off Street Parking Fund	234,504	1,050,049	815,545	
Redevelopment Fund	2,416,093	5,612,777	3,196,684	Unexpended Bond Proceeds
Police Academy	26,360	81,962	55,602	
TIF 1A	(3,420)	5,523	8,943	
TIF 1B	(19,136)	(19,136)	(0)	
Sewer Reserve Fund	1,944,692	1,213,298	(731,394)	
Qualified Sinking Fund	551,125	101,013	(450,112)	
<b>Net Fund Balance</b>	<b>16,100,226</b>	<b>-</b>	<b>21,549,251</b>	<b>5,449,025</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the four months ending February 29, 2020**  
**42% of the Fiscal Year 2020**

<b>General Fund</b>						
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of Budget <u>Used</u>	
<b><u>REVENUES</u></b>						
Property Taxes	\$ 8,673,516	\$ 429,086	\$ 1,154,556	\$ (7,518,960)	13%	
Sales and use taxes	4,691,663	542,226	1,651,471	(3,040,192)	35%	
Payments in Lieu of taxes	288,922	-	-	(288,922)	0%	
State revenue	1,958,268	142,574	823,726	(1,134,542)	42%	
Occupation and franchise taxes	883,900	69,211	503,049	(380,851)	57%	
Hotel Occupation Tax	1,017,550	64,202	420,397	(597,153)	41%	
Licenses and permits	440,250	50,721	187,808	(252,442)	43%	
Interest income	28,708	6,612	25,556	(3,152)	89%	
Recreation fees	172,710	11,124	57,633	(115,077)	33%	
Special Services	19,500	2,180	9,899	(9,601)	51%	
Grant Income	150,575	20,576	42,572	(108,003)	28%	
Other	943,213	110,997	418,338	(524,875)	44%	
<b>Total Revenues</b>	<b>19,268,775</b>	<b>1,449,507</b>	<b>5,295,004</b>	<b>(13,973,771)</b>	<b>27%</b>	
<b><u>EXPENDITURES</u></b>						
Administrative Services	555,523	40,590	220,599	(334,924)	40%	
Mayor and Council	258,001	14,746	96,572	(161,429)	37%	
Boards & Commissions	10,544	443	1,588	(8,956)	15%	
Public Buildings & Grounds	666,644	34,550	153,178	(513,466)	23%	
Administration	814,815	49,934	295,506	(519,309)	36%	
Police and Animal Control	5,316,825	378,185	2,159,822	(3,157,003)	41%	
Fire	2,181,863	182,388	902,700	(1,279,163)	41%	
Community Development	687,211	41,835	230,755	(456,456)	34%	
Public Works	3,982,560	231,450	1,316,445	(2,666,115)	33%	
Recreation	887,273	44,899	244,302	(642,971)	28%	
Library	908,468	61,790	343,482	(564,986)	38%	
Information Technology	289,745	20,452	151,941	(137,804)	52%	
Human Resources	1,023,722	64,844	336,233	(687,489)	33%	
Public Transportation	109,385	6,737	38,051	(71,334)	35%	
Finance	489,213	59,084	178,214	(310,999)	36%	
Capital outlay	750,807	40,462	137,531	(613,276)	18%	
<b>Total Expenditures</b>	<b>18,932,599</b>	<b>1,272,389</b>	<b>6,806,919</b>	<b>(12,125,680)</b>	<b>36%</b>	
<b>REVENUES NET OF EXPENDITURES</b>	<b>336,176</b>	<b>177,118</b>	<b>(1,511,915)</b>	<b>(1,848,091)</b>		
<b><u>OTHER FINANCING SOURCES (USES)</u></b>						
Operating transfers in (Lottery)	100,293	-	-	(100,293)	0%	
Operating transfers out (DSF, OSP, CIP)	(1,430,161)	(200)	(140,808)	1,289,353	10%	
<b>Total other Financing Sources (Uses)</b>	<b>(1,329,868)</b>	<b>(200)</b>	<b>(140,808)</b>	<b>1,189,060</b>		
<b>NET FUND ACTIVITY</b>	<b>\$ (993,692)</b>	<b>\$ 176,918</b>	<b>\$ (1,652,723.0)</b>	<b>\$ (659,031)</b>		

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
For the four months ending February 29, 2020  
42% of the Fiscal Year 2020

<b>Sewer Fund</b>						
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>	
<b>REVENUES</b>						
User fees	\$ 4,277,805	\$ 290,712	\$ 1,634,337	\$ (2,643,468)	38%	
Service charge and hook-up fees	128,210	82,755	97,055	(31,155)	76%	
Miscellaneous	18	1	29	11		
<b>Total Revenues</b>	<b>4,406,033</b>	<b>373,468</b>	<b>1,731,421</b>	<b>(2,674,612)</b>	<b>39%</b>	
<b>EXPENDITURES</b>						
Personnel Services	581,719	37,596	228,047	(353,672)	39%	
Commodities	39,200	1,092	13,780	(25,420)	35%	
Contract Services	2,989,841	15,700	455,416	(2,534,425)	15%	
Maintenance	38,584	4,189	14,574	(24,010)	38%	
Other	228	34	114	(114)	50%	
Storm Water Grant	54,540	-	4,548	(49,992)	8%	
Capital Outlay	33,829	3,076	15,940	(17,889)	47%	
<b>Total Expenditures</b>	<b>3,737,941</b>	<b>61,687</b>	<b>732,419</b>	<b>(3,005,522)</b>	<b>20%</b>	
<b>OPERATING INCOME (LOSS)</b>	<b>668,092</b>	<b>311,781</b>	<b>999,002</b>	<b>330,910</b>	<b>Note 1</b>	
<b>NON-OPERATING REVENUE (EXPENSE)</b>						
Interest income	4,059	1,192	6,369	2,310	157%	
	<u>4,059</u>	<u>1,192</u>	<u>6,369</u>	<u>2,310</u>	<u>157%</u>	
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	<b>672,151</b>	<b>312,973</b>	<b>1,005,370</b>	<b>333,219</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in (Lottery Events)	3,000	-	-	(3,000)	0%	
Operating transfers out (CIP)	(728,630)	-	-	728,630	0%	
Capital Improvement	(50,000)	-	(1,189)	48,811	2%	
<b>Total other Financing Sources (Uses)</b>	<b>(775,630)</b>	<b>-</b>	<b>(1,189)</b>	<b>774,441</b>	<b>0%</b>	
<b>NET INCOME (LOSS)</b>	<b>\$ (103,479)</b>	<b>\$ 312,973</b>	<b>\$ 1,004,181</b>	<b>\$ 1,107,660</b>		

**Note 1: Restatement of Operating Income Variance**

Operating Income Variance	999,002
City of Omaha billing in arrears 3 months	(720,000)
Sewer Connection Fees Due to Omaha/Sarpy	(72,778)
Adjusted Operating Income Variance	<b>206,224</b>

**CITY OF LAVISTA, NEBRASKA**  
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<b>Debt Service Fund</b>						
	<b>Budget</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>	
<b>REVENUES</b>						
Property Taxes	\$ 1,004,487	\$ 48,505	\$ 117,067	\$ (887,420)		12%
Sales and use taxes	2,345,832	271,113	825,736	(1,520,096)		35%
Payments in Lieu of taxes	93,506	-	-	(93,506)		0%
Other (Special Assessments; Fire Reimbursmt)	581,714	42,222	211,407	(370,307)		36%
Interest income	11,937	2,258	14,374	2,437		120%
<b>Total Revenues</b>	<b>4,037,476</b>	<b>364,098</b>	<b>1,168,584</b>	<b>(2,868,892)</b>		<b>29%</b>
<b>EXPENDITURES</b>						
Administration	12,834	480	7,422	(5,412)		58%
Fire Contract Bond	121,611	10,008	50,040	(71,571)		41%
Debt service						
Principal	2,605,000	305,000	1,850,000	(755,000)		71%
Interest	414,237	19,523	198,893	(215,344)		48%
<b>Total Expenditures</b>	<b>3,153,682</b>	<b>335,011</b>	<b>2,106,354</b>	<b>(1,047,328)</b>		<b>67%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>883,794</b>	<b>29,087</b>	<b>(937,771)</b>	<b>(1,821,565)</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in (GF Hwy Alloc)	214,782	-	90,508	(124,274)		42%
Operating transfers out (CIP, OSP)	(1,255,003)	-	(669,105)	585,898		53%
<b>Total other Financing Sources (Uses)</b>	<b>(1,040,221)</b>	<b>-</b>	<b>(578,598)</b>	<b>461,623</b>		
<b>NET FUND ACTIVITY</b>	<b>\$ (156,427)</b>	<b>\$ 29,087</b>	<b>\$ (1,516,369)</b>	<b>\$ (1,359,942)</b>		

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<b>Capital Fund</b>						
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of Budget Used</u>	
<b><u>REVENUES</u></b>						
Interest income	\$ 22,411	\$ 28	\$ 96	\$ (22,315)		0%
Grant Income	-	-	-	-		0%
Special Assessment	-	-	-	-		0%
Interagency	-	-	-	-		0%
<b>Total Revenues</b>	<b>22,411</b>	<b>28</b>	<b>96</b>	<b>(22,315)</b>		<b>0%</b>
<b><u>EXPENDITURES</u></b>						
Other	-	-	-	-		0%
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>0%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>22,411</b>	<b>28</b>	<b>96</b>	<b>(22,315)</b>		
<b><u>OTHER FINANCING SOURCES (USES)</u></b>						
Operating transfers in (GF, DSF)	1,142,500	-	203,809	(938,691)		18%
Operating transfers out (DSF)	-	-	-	-		0%
Bond/registered warrant proceeds	8,500,000	-	-	(8,500,000)		0%
Capital outlay	(9,979,512)	(50,448)	(119,088)	9,860,424		1%
<b>Total other Financing Sources (Uses)</b>	<b>(337,012)</b>	<b>(50,448)</b>	<b>84,721</b>	<b>421,733</b>		<b>-25%</b>
<b><u>NET FUND ACTIVITY</u></b>	<b>S (314,601)</b>	<b>S (50,420)</b>	<b>S 84,817</b>	<b>S 399,418</b>		

**CITY OF LAVISTA, NEBRASKA**  
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<b>Lottery Fund</b>						
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of Budget <u>Used</u>	
<b>REVENUES</b>						
Lottery Rev/Community Betterment	\$ 850,000	\$ 105,622	\$ 370,626	\$ (479,374)	44%	
Lottery Tax Form 51	340,000	24,377	124,453	(215,547)	37%	
Event Revenue	-	-	-	-	0%	
Interest income	16,420	2,821	17,209	789	105%	
Miscellaneous / Other	-	-	-	-	0%	
<b>Total Revenues</b>	<b>1,206,420</b>	<b>132,820</b>	<b>512,288</b>	<b>(694,132)</b>	<b>42%</b>	
<b>EXPENDITURES</b>						
Professional Services	219,149	16,100	64,123	(155,026)	29%	
Salute to Summer	33,693	117	311	(33,382)	1%	
Community Events	11,613	117	8,790	(2,823)	76%	
Events - Marketing	29,734	-	1,714	(28,020)	6%	
Recreation Events	4,642	-	139	(4,503)	3%	
Concert & Movie Nights	11,145	-	158	(10,987)	1%	
City Anniversary Celebration	50,000	186	9,486	(40,514)	19%	
Travel & Training	-	-	-	-	0%	
State Taxes	350,000	24,377	124,453	(225,547)	36%	
Other	100	-	-	(100)	0%	
Capital outlay	-	-	-	-	0%	
<b>Total Expenditures</b>	<b>710,076</b>	<b>40,898</b>	<b>209,174</b>	<b>(500,902)</b>	<b>29%</b>	
<b>REVENUES NET OF EXPENDITURES</b>	<b>496,344</b>	<b>91,922</b>	<b>303,113</b>	<b>(193,231)</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in	-	-	-	-	-	
Operating transfers out (GF, SF, DSF)	(822,322)	-	(60,061)	762,261	7%	
<b>Total other Financing Sources (Uses)</b>	<b>(822,322)</b>	<b>-</b>	<b>(60,061)</b>	<b>762,261</b>	<b>7%</b>	
<b>NET FUND ACTIVITY</b>	<b>\$ (325,978)</b>	<b>\$ 91,922</b>	<b>\$ 243,052</b>	<b>\$ 569,030</b>		

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**Economic Development**

	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of Budget <u>Used</u>
<b>REVENUES</b>					
Other Income	\$ -	\$ -	\$ -	\$ -	0%
Interest income	517	2	13	(504)	
<b>Total Revenues</b>	<b>517</b>	<b>2</b>	<b>13</b>	<b>(504)</b>	
<b>EXPENDITURES</b>					
Professional Services	75,000	-	-	(75,000)	0%
Debt service: (Warrants)					0%
Principal	-	-	-	-	0%
Interest	62,466	-	-	(62,466)	0%
<b>Total Expenditures</b>	<b>137,466</b>	<b>-</b>	<b>-</b>	<b>(137,466)</b>	<b>0%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(136,949)</b>	<b>2</b>	<b>13</b>	<b>136,962</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF, DSF)	-	-	-	-	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	3,000,000	-	-	(3,000,000)	0%
Community Development - Grant	(3,000,000)	-	-	3,000,000	0%
<b>Total other Financing Sources (Uses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (136,949)</b>	<b>\$ 2</b>	<b>\$ 13</b>	<b>\$ 136,962</b>	

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<b>Off Street Parking</b>						
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of Budget <u>Used</u>	
<b>REVENUES</b>						
Interest income	\$ 771 S	1,198 S	7,651 S	6,880	992%	
Other Income	<u>115,000</u>	<u>-</u>	<u>118</u>	<u>(114,882)</u>	<u>0%</u>	
<b>Total Revenues</b>	<b><u>115,771</u></b>	<b><u>1,198</u></b>	<b><u>7,769</u></b>	<b><u>(108,002)</u></b>	<b><u>7%</u></b>	
<b>EXPENDITURES</b>						
General & Administrative	220,518	16,339	52,263	(168,255)	24%	
Professional Services	76,500	-	765	(75,735)	1%	
Maintenance	48,769	-	3,733	(45,036)	8%	
Debt service: (Warrants)						
Principal	685,000	-	495,000	(190,000)	72%	
Interest	<u>210,911</u>	<u>-</u>	<u>107,311</u>	<u>(103,600)</u>	<u>51%</u>	
<b>Total Expenditures</b>	<b><u>1,241,698</u></b>	<b><u>16,339</u></b>	<b><u>659,072</u></b>	<b><u>(582,626)</u></b>	<b><u>53%</u></b>	
<b>REVENUES NET OF EXPENDITURES</b>	<b><u>(1,125,927)</u></b>	<b><u>(15,140)</u></b>	<b><u>(651,303)</u></b>	<b><u>474,624</u></b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in (GF, DSF, RDF)	1,396,911	200	575,658	(821,254)	41%	
Operating transfers out	-	-	-	-	0%	
Bond/registered warrant proceeds	-	-	-	-	0%	
Capital Improvement	<u>(750,000)</u>	<u>(9,191)</u>	<u>(106,367)</u>	<u>643,633</u>	<u>14%</u>	
<b>Total other Financing Sources (Uses)</b>	<b><u>646,911</u></b>	<b><u>(8,991)</u></b>	<b><u>469,291</u></b>	<b><u>(177,620)</u></b>	<b><u>73%</u></b>	
<b>NET FUND ACTIVITY</b>	<b><u>S (479,016)</u></b>	<b><u>S (24,131)</u></b>	<b><u>S (182,012)</u></b>	<b><u>S 297,004</u></b>		

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<b>Redevelopment Fund</b>						
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of Budget <u>Used</u>	
<b>REVENUES</b>						
Sales and use taxes	\$ 2,345,832	S 271,113	S 825,736	S (1,520,096)	35%	
Franchise Fee & Occupation Tax	29,485	-	-	(29,485)	0%	
Interest income	66,252	6,039	29,392	(36,860)	44%	
<b>Total Revenues</b>	<b>2,441,569</b>	<b>277,152</b>	<b>855,127</b>	<b>(1,586,442)</b>	<b>35%</b>	
<b>EXPENDITURES</b>						
Community Development	-	-	-	-	0%	
Professional Services	200,000	4,950	14,250	(185,750)	7%	
Financial / Legal Fees	100,500	(5)	73,917	(26,584)	74%	
Debt service: (Warrants)					0%	
Principal	505,000	-	-	(505,000)	0%	
Interest	728,187	-	315,344	(412,843)	43%	
<b>Total Expenditures</b>	<b>1,533,687</b>	<b>4,945</b>	<b>403,510</b>	<b>(1,130,177)</b>	<b>26%</b>	
<b>REVENUES NET OF EXPENDITURES</b>	<b>907,882</b>	<b>272,207</b>	<b>451,617</b>	<b>(456,265)</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in	200,000	-	-	(200,000)	0%	
Operating transfers out (OSP)	-	-	-	-	0%	
Bond/registered warrant proceeds	6,500,000	-	-	(6,500,000)	0%	
Capital Improvement	(10,700,000)	(464,999)	(558,348)	10,141,652	5%	
<b>Total other Financing Sources (Uses)</b>	<b>(4,000,000)</b>	<b>(464,999)</b>	<b>(558,348)</b>	<b>3,441,652</b>		
<b>NET FUND ACTIVITY</b>	<b>S (3,092,118)</b>	<b>S (192,793)</b>	<b>S (106,731)</b>	<b>S 2,985,387</b>		

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<b>Police Academy Fund</b>						
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of budget <u>Used</u>	
<b>REVENUES</b>						
Other Income	\$ 100,000	S -	S 100,200	S 200	100%	
Interest income	83	22	140	57	169%	
<b>Total Revenues</b>	<b>100,083</b>	<b>22</b>	<b>100,340</b>	<b>257</b>	<b>100%</b>	
<b>EXPENDITURES</b>						
Personnel Services	79,672	6,145	33,026	(46,646)	41%	
Commodities	3,535	85	825	(2,710)	23%	
Contract Services	11,854	1,634	6,030	(5,824)	51%	
Other Charges	3,535	1,061	4,881	1,346	138%	
<b>Total Expenditures</b>	<b>98,596</b>	<b>8,925</b>	<b>44,763</b>	<b>(53,833)</b>	<b>45%</b>	
<b>REVENUES NET OF EXPENDITURES</b>	<b>1,487</b>	<b>(8,903)</b>	<b>55,577</b>	<b>54,090</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in (GF)	-	-	-	-	0%	
Operating transfers out	-	-	-	-	0%	
<b>Total other Financing Sources (Uses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>NET FUND ACTIVITY</b>	<b>\$ 1,487</b>	<b>S (8,903)</b>	<b>S 55,577</b>	<b>S 54,090</b>		

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<b>TIF 1A</b>						
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of Budget <u>Used</u>	
<b>REVENUES</b>						
Property Tax	\$ 541,612	S -	S -	S (541,612)	0%	
Interest income	-	-	-	-	0%	
<b>Total Revenues</b>	<b>541,612</b>	<b>-</b>	<b>-</b>	<b>(541,612)</b>	<b>0%</b>	
<b>EXPENDITURES</b>						
Other	-	-	-	-	0%	
Contract Services	5,416	-	-	(5,416)	0%	
Debt service: (Warrants)						
Principal	313,710	-	-	(313,710)	0%	
Interest	222,486	-	-	(222,486)	0%	
<b>Total Expenditures</b>	<b>541,612</b>	<b>-</b>	<b>-</b>	<b>(541,612)</b>	<b>-</b>	
<b>REVENUES NET OF EXPENDITURES</b>						
	-	-	-	-	-	
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in	-	-	-	-	0%	
Operating transfers out	-	-	-	-	0%	
<b>Total other Financing Sources (Uses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>NET FUND ACTIVITY</b>						
	\$ -	\$ -	\$ -	\$ -	\$ -	

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	<b>TIF 1B</b>				
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of Budget <u>Used</u>
<b><u>REVENUES</u></b>					
Property Tax	\$	\$	\$	\$	0%
Interest income					0%
<b>Total Revenues</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>0%</u>
<b><u>EXPENDITURES</u></b>					
Other	—	—	—	—	0%
Contract Services	—	—	—	—	0%
<b>Total Expenditures</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in				—	0%
Operating transfers out				—	0%
<b>Total other Financing Sources (Uses)</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<b><u>NET FUND ACTIVITY</u></b>	<u>\$</u> <u>—</u>	<u>\$</u> <u>—</u>	<u>\$</u> <u>—</u>	<u>\$</u> <u>—</u>	<u>\$</u> <u>—</u>

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<b>Sewer Reserve Fund</b>					
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Interest income	\$ 8,937	S 716	S 3,564	S (5,373)	40%
<b>Total Revenues</b>	<b>8,937</b>	<b>716</b>	<b>3,564</b>	<b>(5,373)</b>	<b>40%</b>
<b><u>EXPENDITURES</u></b>					
Other	-	-	-	-	0%
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>8,937</b>	<b>716</b>	<b>3,564</b>	<b>(5,373)</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	728,630	-	-	(728,630)	0%
Operating transfers out	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>728,630</b>	<b>-</b>	<b>-</b>	<b>(728,630)</b>	
<b>NET FUND ACTIVITY</b>	<b>S 737,567</b>	<b>S 716</b>	<b>S 3,564</b>	<b>S (734,003)</b>	

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<b>Qualified Sinking Fund</b>					
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of Budget <u>Used</u>
<b>REVENUES</b>					
Interest income	\$ 625	S 60	S 297	S (328)	47%
<b>Total Revenues</b>	<b>\$ 625</b>	<b>S 60</b>	<b>S 297</b>	<b>S (328)</b>	<b>47%</b>
<b>EXPENDITURES</b>					
Other	-	-	-	-	0%
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>625</b>	<b>60</b>	<b>297</b>	<b>(328)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	450,000	-	-	(450,000)	0%
Operating transfers out	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>450,000</b>	<b>-</b>	<b>-</b>	<b>(450,000)</b>	
<b>NET FUND ACTIVITY</b>	<b>\$ 450,625</b>	<b>S 60</b>	<b>S 297</b>	<b>S (450,328)</b>	

**City of La Vista**  
Public Works Department  
9900 Portal Road  
La Vista, NE 68128  
402.331.8927 phone number  
402.331.1051 fax number  
[www.ci.la-vista.ne.us](http://www.ci.la-vista.ne.us)



# Transmittal

**To:** Cindy Miserez

Finance Director via Interoffice Mail

**From:** Pat Dowse

Public Works

● **Comments:**

April 14, 2020

Cindy,

Herewith is my letter and report for Quarter 1 of 2020 Sewer Fees for connections to the Stonybrook Outfall Sewer to Ron Bartlett at the City of Omaha. To my knowledge, the building and connection fees to be remitted to the City of Omaha are to be \$72,777.60.

If you agree with my findings, please send my report letter and worksheet onto Ron Bartlett at the address on my letter.

Contact me if you have questions, or do not agree.

Pat Dowse

Attachments

A handwritten signature in black ink, appearing to read "Pat Dowse", is written over a horizontal line.



April 14, 2020

Mr. Ron Bartlett  
City of Omaha-EQCD  
5600 South 10<sup>th</sup> Street  
Omaha, NE 68107-3501

RE: Omaha-La Vista WSA  
Sanitary Sewer Connection Fee Reporting  
Quarter 1 of 2020

Ron:

In accordance with Amendment No. 3 to the wastewater service agreement between the City of Omaha and the City of La Vista, we are submitting this report for the first quarter of 2020. I have enclosed a report form identifying the building and connection fee in the amount of \$72,777.60. If you have questions about this report, please contact me.

This submittal makes us current in the remittance of sewer connection fees to the best of my knowledge. Please feel free to contact me should you have any questions.

Submitted by:

Patrick M. Dowse, P.E.  
City Engineer

Enclosure

Cc Ms. Cindy Miserez, La Vista Finance Director w/encl

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

Community Development  
8110 Park View Blvd.  
p: 402-593-6400  
f: 402-593-6445

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

Police  
7701 S. 96<sup>th</sup> St.  
p: 402-331-1582  
f: 402-331-7210

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

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

[www.cityoflavista.org](http://www.cityoflavista.org)  
info@cityoflavista.org

**City Of La Vista**

**Remittance Calculation to Omaha**  
**Quarterly Report to City of Omaha**

Date 14-Apr-20

		First Qtr of 2020		La Vista Tract Fee Rate	La Vista Tract Conn Fee Collected	Omaha Sr. Conn. Fee Remitted, 95%
Project	Legal	Address	Acres Units			
Multi-Family						
Andover Pt Apts	Andover Pointe, Pt. of Lot 1	7751 South 131st Plaza - Bldg #14	24 Units	\$1,064.00 per Unit	\$ 25,536.00	\$ 24,259.20
Andover Pt Apts	Andover Pointe, Pt. of Lot 1	7811 South 131st Plaza - Bldg #15	24 Units	\$1,064.00 per Unit	\$ 25,536.00	\$ 24,259.20
Andover Pt Apts	Andover Pointe, Pt. of Lot 1	7861 South 131st Plaza - Bldg #16	24 Units	\$1,064.00 per Unit	\$ 25,536.00	\$ 24,259.20
Comm/Ind None			0 Acres	\$7,407.00 per Acre	\$ -	\$ -
				<b>Total</b>		\$ 72,777.60

02.00.0052.001  
 vendor 00152  
 dcem



# Invoice

Reference Invoice Number with Payment

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

HDR Invoice No. 1200258328  
Invoice Date 06-APR-2020  
Invoice Amount Due \$892.46  
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.

Purchase Order : 20-008348

Professional Services

From: 01-MAR-2020 To: 28-MAR-2020

Professional Services Summarization	Hours	Billing Rate	Amount
Communications Coordinator	1.50		140.94
Project Manager	3.00		730.80
	<b>4.50</b>		<b>\$871.74</b>
		<b>Total Professional Services</b>	<b>\$871.74</b>

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	34.00		19.55
Printing/Regraphics			1.17
		<b>Total Expenses</b>	<b>\$20.72</b>

Amount Due This Invoice (USD)	<b>\$892.46</b>
-------------------------------	-----------------

Fee Amount	\$670,695.00
Fee Invoiced to Date	\$498,778.89
Fee Remaining	\$171,916.11

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

*R. Ramirez*  
4/13/20

# Invoice

HDR Invoice No. 1200258328  
Invoice Date 06-APR-2020

## Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	1.0	Task Description:	Project Management
<b>Professional Services</b>			
Project Manager	Koenig, Christopher J	Hours	Billing Rate
		3.00	243.60
		<b>3.00</b>	<b>\$730.80</b>
		<b>Total Professional Services</b>	
			<b>\$730.80</b>
<b>Expense</b>			
Mileage Personal	Koenig, Christopher J	Qty	Billing Rate
Printing/Reprographics	ARC Document Solutions LLC	34.00	0.575
			19.55
			1.17
		<b>Total Expense</b>	
			<b>\$20.72</b>
		<b>Total Task</b>	
			<b>\$751.52</b>

## Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	3.0	Task Description:	Public Outreach
<b>Professional Services</b>			
Communications Coordinator	Veldhouse, Kristen Lynn	Hours	Billing Rate
		1.50	93.96
		<b>1.50</b>	<b>\$140.94</b>
		<b>Total Professional Services</b>	
			<b>\$140.94</b>
		<b>Total Task</b>	
			<b>\$140.94</b>

April 3, 2020

Pat Dowse  
City of La Vista, Nebraska  
Public Works  
8116 Park View Blvd.  
La Vista, Nebraska 68128

**Invoice No.: 5513**

Midwest Right of Way Services #593

Services in connection with the

**City of La Vista - Voluntary Acquisition - 84th Street North of Brentwood Drive**

<b>Total Contract Amount</b>	\$	<b>3,650.00</b>
<b>Amount Previously Invoiced</b>	\$	<b>262.50</b>

For the period of February 22, 2020 through March 20, 2020

Project Manager	1.50	hours at	\$105	per hour	\$	157.50
Acquisition Agent	-	hours at	\$95	per hour	\$	-
Administrative Fee	-	hours at	\$55	per hour	\$	-
Mileage	-	miles	\$0.575	per mile	\$	-

**Total Amount Due for this Invoice:**

\$ **157.50**

**Total Remaining on Contract (after this invoice)** \$ 3,230.00

**Past Due Invoices:**

5486-3/03/2020	\$	262.50
<b>Total Amount for Past Due Invoices:</b>	\$	<b>262.50</b>

**TOTAL AMOUNT CURRENTLY DUE:** **\$ 420.00**

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

OKTO PA  
PMD 4/2/2020  
16.71.0917.000 - STRT17024

# MIDWEST

Right of Way Services, Inc.

[www.midwestrow.com](http://www.midwestrow.com)

April 3, 2020

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

**Invoice No.: 5495**

Midwest Right of Way Services #539  
 Services in connection with the  
 City of LaVista - 120th & Giles - Total Acquisition

<i>Total Contract</i>	\$	-
<i>Amount Previously Invoiced</i>	\$	5,071.42

For the period of February 22, 2020 through March 20, 2020

Project Manager	1.50	hours at	\$95	per hour	\$	142.50
Acquisition Agent	-	hours at	\$85	per hour	\$	-
Miles	-	miles	\$0.575	per mile	\$	-

**Total Amount Due for this Invoice:**

\$ 142.50

*Total Remaining on Contract (after this invoice)*

\$ -

**Past Due Invoices:**

5467-3/03/2020 \$ 285.00

**Total Amount for Past Due Invoices:** \$ 285.00

**TOTAL AMOUNT CURRENTLY DUE:** \$ 427.50

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

On To PA-1  
 PMD 4/14/2020  
 OF. 71. 0899.003

**Invoice**

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

# olsson

March 27, 2020  
 Invoice No: 353662

Pat Dowse  
 City Engineer  
 City of La Vista NE  
 8116 Park View Blvd  
 La Vista, NE 68128-2198

**Invoice Total** **\$2,124.00**

Olsson Project # B16-0546 La Vista NE City Centre Phase 1 Public Infrastructure

Professional services rendered from February 2, 2020 through March 7, 2020 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, Amendment #3 dated November 21, 2017, Amendment #4 dated May 17, 2018, and Amendment #5 dated October 24, 2018.

NTP: 12.06.16

PO: 20-008346

-----  
 Phase 100 Due Diligence

**Labor**

		Hours	Rate	Amount
Surveyor				
Hanna, Daniel		2.00	110.00	220.00
Totals		2.00		220.00
<b>Total Labor</b>				<b>220.00</b>
				<b>Total this Phase</b>
				<b>\$220.00</b>

-----  
 Phase 300 Project Management (Including Amendments 2, 3, 5 & 7)

**Labor**

		Hours	Rate	Amount
Team/Technical Leader				
Egelhoff, Anthony		.50	185.00	92.50
Administrative				
Chambers, Veronica		.50	73.00	36.50
Totals		1.00		129.00
<b>Total Labor</b>				<b>129.00</b>

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	353662
---------	----------	--	---------	--------

**Total this Phase** **\$129.00**

Phase 400 Construction Services (Including Amendments 3, 5 & 7)

**Labor**

	Hours	Rate	Amount
Project Manager Markham, Matthew	6.50	115.00	747.50
Assistant Engineer Turek, Zachary	1.50	90.00	135.00
Team/Technical Leader Egelhoff, Anthony	.50	185.00	92.50
<b>Totals</b>	<b>8.50</b>		<b>975.00</b>
<b>Total Labor</b>			<b>975.00</b>
			<b>Total this Phase</b> <b>\$975.00</b>

Phase 402 SWPPP Inspections (Including Amendment 5 & 7)

**Fee**

Number of Mo Insp Fees	1.00	
Fee Each	800.00	
<b>Subtotal</b>	<b>800.00</b>	
		<b>Subtotal</b> <b>800.00</b>
		<b>Total this Phase</b> <b>\$800.00</b>

**Billing Limits**

Total Billings	2,124.00	Prior	To-Date
Limit		1,144,217.67	1,146,341.67
Balance Remaining			1,168,326.50
			21,984.83

**AMOUNT DUE THIS INVOICE** **\$2,124.00**

Email Invoices to: pdowse@cityoflavista.org

On Top  
9/6/2020  
PmJ

Authorized By: Anthony Egelhoff

## Invoice

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

City of La Vista NE  
8116 Park View Blvd  
La Vista, NE 68128-2198

February 21, 2020  
Invoice No: 351085

**Invoice Total** \$71

PO 20-008350

Phase 100 Geotechnical Exploration  
Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Geotechnical Exploration	6,490.90	100.00	6,490.90	5,776.90	714.00
Total Fee	6,490.90		6,490.90	5,776.90	714.00
<b>Subtotal</b>					<b>714.00</b>
<b>Total this Phase</b>					<b>\$714.00</b>
<b>AMOUNT DUE THIS INVOICE</b>					<b>\$714.00</b>

Email invoices to: pdowse@cityoflavista.org

Authorized By: Timothy Jensen

OK TO PAY  
4/13/2020 PMD

**INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS**



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

INVOICE

Please remit to:

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

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

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

Invoice number 136482  
Date 03/26/2020  
Project 0171-417 LA VISTA PHASE 1 GOLF  
COURSE TRANSFORMATION -  
PROPOSED LAKE IMPROVEMENTS

Professional Services from February 17, 2020 through March 15, 2020

PO #20-008354

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Interface Area Topographic Survey	6,700.00	6,700.00	0.00	0.00
Construction Staking - Sanitary Sewer Relocation Phase 2	3,000.00	3,000.00	0.00	0.00
Construction Staking - Trail Phase 2	5,000.00	4,882.55	117.45	0.00
Pre-Construction "As-Built" Survey Phase 2	7,500.00	3,602.50	3,897.50	0.00
Post Construction "As-Built Survey Phase 2	7,500.00	0.00	7,500.00	0.00
Construction Administration - Sanitary Sewer Relocation Ph 2	7,500.00	7,457.65	42.35	0.00
Meetings	8,000.00	6,198.00	1,802.00	0.00
Construction Testing - Sanitary Sewer Relocation Phase 2	25,000.00	23,524.69	1,475.31	0.00
Construction Testing - Trail Phase 2	15,000.00	14,990.07	9.93	0.00
Erosion Control Monitoring and Reporting Services	9,000.00	8,475.80	-369.05	893.25
3D Video Update Phase 2	5,500.00	5,229.39	270.61	0.00
Total	99,700.00	84,060.65	14,746.10	893.25

Invoice total 893.25

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
136482	03/26/2020	893.25	893.25				
	Total	893.25	893.25	0.00	0.00	0.00	0.00

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

OK TO PAY  
4/6/2020

PMJ

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
132110	04/08/2020	AA WHEEL & TRUCK SUPPLY INC	6.84	N
132111	04/08/2020	AMAZON CAPITAL SERVICES, INC.	449.95	N
132112	04/08/2020	BAXTER CHRYSLER DODGE JEEP-124TH	52.28	N
132113	04/08/2020	DISPLAY SALES	4,456.00	N
132114	04/08/2020	DLR GROUP	55,654.20	N
132115	04/08/2020	HARTS AUTO SUPPLY	648.00	N
132116	04/08/2020	HAYES MECHANICAL LLC	290.93	N
132117	04/08/2020	HDR ENGINEERING INC	681.42	N
132118	04/08/2020	HGM ASSOCIATES, INC.	34,160.53	N
132119	04/08/2020	LARSEN SUPPLY COMPANY	319.76	N
132120	04/08/2020	MAPLE 85	5,239.80	N
132122	04/08/2020	MARCO INCORPORATED	121.41	N
132123	04/08/2020	MENARDS-RALSTON	46.99	N
132124	04/08/2020	METROPOLITAN UTILITIES DISTRICT	55.68	N
132125	04/08/2020	MIDWEST RIGHT OF WAY SVCS INC	547.50	N
132126	04/08/2020	MOBOTREX, INC.	3,792.74	N
132127	04/08/2020	OMAHA PUBLIC POWER DISTRICT	2,098,340.00	N
132128	04/08/2020	PLAINS EQUIPMENT GROUP	436.78	N
132129	04/08/2020	RED MUNICIPAL & INDUSTRIAL EQUIP	838.36	N
132130	04/08/2020	SIGN IT	7,850.00	N
132131	04/08/2020	THE COLONIAL PRESS, INC	9,133.14	N
132132	04/08/2020	THOMPSON DREESSEN & DORNER, IN	2,377.50	N
132133	04/08/2020	TITLECORE NATIONAL, LLC	200.00	N
132134	04/08/2020	TRAIL, RANDY	69.63	N
132135	04/08/2020	VALUATION SERVICES	3,500.00	N
132136	04/08/2020	WELLINGTON EXPERIENCE, INC.	10,375.00	N
132137	04/16/2020	UNITED STATES POSTAL SERVICE	1,481.36	N
132138	04/21/2020	ACTION BATTERIES UNLTD INC	29.85	N
132139	04/21/2020	ALLDATA LLC	1,500.00	N
132140	04/21/2020	AMAZON CAPITAL SERVICES, INC.	703.40	N
132141	04/21/2020	AT&T MOBILITY LLC	93.76	N
132142	04/21/2020	BIZCO, INC.	710.89	N
132143	04/21/2020	BKD LLP	15,000.00	N
132144	04/21/2020	BRENDA MECHELS-STRUBY	80.00	N
132145	04/21/2020	CATERPILLAR FINANCIAL SVCS CORP	1,344.42	N
132146	04/21/2020	CENTURY LINK	629.40	N
132147	04/21/2020	CENTURY LINK BUSN SVCS	486.88	N
132148	04/21/2020	CINTAS CORPORTATION	268.08	N
132149	04/21/2020	CITY OF PAPILLION	7,452.33	N
132150	04/21/2020	CONNER PSYCHOLOGICAL SERVICES, P	1,095.00	N
132151	04/21/2020	CONTINENTAL RESEARCH CORPORATI	2,892.02	N
132152	04/21/2020	CORNHUSKER INTL TRUCKS INC	52.39	N
132153	04/21/2020	COX COMMUNICATIONS, INC.	280.55	N
132154	04/21/2020	CULLIGAN OF OMAHA	18.00	N
132155	04/21/2020	CUMMINS CENTRAL POWER LLC	337.66	N
132156	04/21/2020	D & K PRODUCTS	113.50	N
132157	04/21/2020	DATASHIELD CORPORATION	120.00	N
132158	04/21/2020	DEMCO INCORPORATED	120.65	N
132159	04/21/2020	DIAMOND VOGEL PAINTS	60.27	N
132160	04/21/2020	DOG WASTE DEPOT	278.76	N
132161	04/21/2020	DXP ENTERPRISES INC	185.40	N
132162	04/21/2020	FASTENAL COMPANY	15.50	N
132163	04/21/2020	FBG SERVICE CORPORATION	5,965.00	N
132164	04/21/2020	FRANK GIANDINOTO	15.00	N
132165	04/21/2020	GENUINE PARTS COMPANY-OMAHA	1,121.57	N
132166	04/21/2020	GREATAMERICA FINANCIAL SERVICES	1,239.70	N
132167	04/21/2020	GT DISTRIBUTORS, INC.	2,924.00	N
132168	04/21/2020	HARM'S CONCRETE INC	201.25	N
132169	04/21/2020	HAWKEYE TRUCK EQUIPMENT CO INC	1,010.50	N
132170	04/21/2020	HEARTLAND TIRES AND TREADS	310.45	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
132171	04/21/2020	HOLLY BENNETT	80.00	N
132172	04/21/2020	HY-VEE INC	127.00	N
132173	04/21/2020	INTERSTATE POWER SYSTEMS INC	149.80	N
132174	04/21/2020	JAMIE STEWART	80.00	N
132175	04/21/2020	JILL FREDERICK	160.00	N
132176	04/21/2020	K ELECTRIC	257.02	N
132177	04/21/2020	KANOPLY, INC.	73.00	N
132178	04/21/2020	LARSEN SUPPLY COMPANY	391.94	N
132179	04/21/2020	LAUSTEN JR ROBERT S	4,830.00	N
132180	04/21/2020	LEAGUE OF NEBRASKA MUNICIPALITIES	86.00	N
132181	04/21/2020	LIBRA INDUSTRIES INC	675.00	N
132182	04/21/2020	LIBRARY IDEAS LLC	34.00	N
132183	04/21/2020	LISA DOUGHERTY	80.00	N
132184	04/21/2020	LOVELAND GRASS PAD	53.06	N
132185	04/21/2020	MARK A KLICKER	200.00	N
132186	04/21/2020	MELISSA SMITH	80.00	N
132187	04/21/2020	MENARDS-RALSTON	478.06	N
132188	04/21/2020	METRO LANDSCAPE MATERIALS &	3,644.00	N
132189	04/21/2020	MIDWEST SERVICE AND SALES CO	394.08	N
132190	04/21/2020	MOTOROLA SOLUTIONS INC	20,353.30	N
132191	04/21/2020	MSC INDUSTRIAL SUPPLY CO	71.49	N
132192	04/21/2020	NEBRASKA LIBRARY COMMISSION	2,347.56	N
132193	04/21/2020	NMC EXCHANGE LLC	150.47	N
132194	04/21/2020	O'REILLY AUTO PARTS	426.69	N
132195	04/21/2020	OCCL INC	161.21	N
132196	04/21/2020	OFFICE DEPOT INC	304.63	N
132197	04/21/2020	OMAHA PUBLIC POWER DISTRICT	45,567.49	N
132199	04/21/2020	OMNI ENGINEERING	1,039.50	N
132200	04/21/2020	ONE CALL CONCEPTS INC	248.38	N
132201	04/21/2020	PAPILLION SANITATION	1,163.61	N
132202	04/21/2020	PER MAR SECURITY SERVICES	114.33	N
132203	04/21/2020	RED WING BUSINESS ADVANTAGE ACC	150.00	N
132204	04/21/2020	RHOMAR INDUSTRIES INC	763.95	N
132205	04/21/2020	SARPY COUNTY COURTHOUSE	4,207.68	N
132206	04/21/2020	SARPY COUNTY TREASURER	5,723.10	N
132207	04/21/2020	SARPY DOUGLAS LAW ENFORCE. ACAD	441.00	N
132208	04/21/2020	SIGN IT	1,060.00	N
132209	04/21/2020	SIGN-O-VATION, INC.	1,847.00	N
132210	04/21/2020	SOPHIE SPENCE	160.00	N
132211	04/21/2020	SOUCLIE, JOSEPH H JR	200.00	N
132212	04/21/2020	SOUTHERN UNIFORM & EQUIPMENT	587.93	N
132213	04/21/2020	STEPH JACKSON	80.00	N
132214	04/21/2020	SUN VALLEY LANDSCAPING	357.92	N
132215	04/21/2020	THE SCHEMMER ASSOCIATES INC	5,379.25	N
132216	04/21/2020	THEATRICAL MEDIA SERVICES INC	3,449.20	N
132217	04/21/2020	TOSHIBA FINANCIAL SERVICES	138.00	N
132218	04/21/2020	TRUCK CENTER COMPANIES	391.12	N
132219	04/21/2020	U.S. CELLULAR	1,602.36	N
132220	04/21/2020	UNITED PARCEL SERVICE	8.82	N
132221	04/21/2020	VAN-WALL EQUIPMENT INC	180.12	N
132222	04/21/2020	VERIZON CONNECT NWF, INC.	731.25	N

TOTAL: 2,399,062.30

User: mgustafson

DB: La Vista

Check #

Check Date

Vendor Name

Amount

Voided

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
986(E)	03/03/2020	FIRST BANKCARD	1,001.56	N
987(E)	03/03/2020	FIRST BANKCARD	558.00	N
988(E)	03/03/2020	FIRST BANKCARD	117.69	N
989(E)	03/03/2020	FIRST BANKCARD	29.52	N
990(E)	03/03/2020	FIRST BANKCARD	8.37	N
991(E)	03/03/2020	FIRST BANKCARD	146.30	N
992(E)	03/03/2020	FIRST BANKCARD	2,005.42	N
993(E)	03/03/2020	FIRST BANKCARD	513.65	N
994(E)	03/03/2020	FIRST BANKCARD	20.00	N
995(E)	03/03/2020	FIRST BANKCARD	127.95	N
996(E)	03/03/2020	FIRST BANKCARD	522.94	N
997(E)	03/03/2020	FIRST BANKCARD	165.55	N
998(E)	03/03/2020	FIRST BANKCARD	1,247.50	N
999(E)	03/03/2020	FIRST BANKCARD	90.01	N
1000(E)	03/03/2020	FIRST BANKCARD	396.99	N
1001(E)	03/03/2020	FIRST BANKCARD	66.49	N
1002(E)	03/03/2020	FIRST BANKCARD	190.00	N
1003(E)	03/03/2020	FIRST BANKCARD	146.16	N
1004(E)	03/03/2020	FIRST BANKCARD	73.44	N
1005(E)	03/03/2020	FIRST BANKCARD	4,912.39	N
1006(E)	03/03/2020	FIRST BANKCARD	2,056.22	N
1007(E)	03/03/2020	FIRST BANKCARD	108.68	N
1008(E)	03/03/2020	FIRST BANKCARD	236.26	N
1009(E)	03/04/2020	ELAN FINANCIAL SERVICES	926.86	N
1010(E)	03/31/2020	AMERICAN HERITAGE LIFE INSURANCE	1,461.56	N
1011(E)	03/31/2020	BLUE CROSS BLUE SHIELD OF NEBR	113,104.45	N
1012(E)	03/31/2020	CATERPILLAR FINANCIAL SVCS CORP	2,693.39	N
1013(E)	03/31/2020	CATERPILLAR FINANCIAL SVCS CORP	382.23	N
1014(E)	03/31/2020	CATERPILLAR FINANCIAL SVCS CORP	2,693.39	N
1015(E)	03/31/2020	CATERPILLAR FINANCIAL SVCS CORP	382.23	N
1016(E)	03/31/2020	CCAP AUTO LEASE LTD	840.12	N
1017(E)	03/31/2020	COSTCO CITIBANK VISA	56.97	N
1018(E)	03/31/2020	COSTCO CITIBANK VISA	24.78	N
1019(E)	03/31/2020	COSTCO CITIBANK VISA	46.55	N
1020(E)	03/31/2020	DEARBORN NATIONAL LIFE INSURANC	1,147.00	N
1021(E)	03/31/2020	DEARBORN NATIONAL LIFE INSURANC	5,784.28	N
1022(E)	03/31/2020	ESSENTIAL SCREENS	205.00	N
1023(E)	03/31/2020	LINCOLN NATIONAL LIFE INS CO	6,345.21	N
1024(E)	03/31/2020	MID-AMERICAN BENEFITS INC	650.00	N
1025(E)	03/31/2020	MID-AMERICAN BENEFITS INC	6,728.37	N
1026(E)	03/31/2020	NE DEPT OF REVENUE-50G GAMING	100.00	N
1027(E)	03/31/2020	NE DEPT OF REVENUE-SALES TAX	291.26	N
1028(E)	03/31/2020	PITNEY BOWES-EFT POSTAGE	1,430.00	N
1029(E)	03/31/2020	TOSHIBA FINANCIAL SERVICES	127.40	N
1030(E)	03/31/2020	UNITED HEALTHCARE INSURANCE CO	973.84	N

TOTAL:

161,135.98

APPROVED BY COUNCIL MEMBERS ON: 04/21/2020

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

04/16/2020 06:09 PM

ACCOUNTS PAYABLE CHECK REGISTER

Page: 2/2

User: mgustafson

DB: La Vista

Check #

Check Date

Vendor Name

Amount

Voided

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COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**APRIL 21, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
WEST MANAGEMENT, LLC FINAL PLAT ECHO HILLS REPLAT FOUR	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSISTANT PLANNER

**SYNOPSIS**

Resolutions have been prepared for consideration of a final plat and subdivision agreement by applicant West Management, LLC for approximately 12.4 acres located northwest of the intersection of 144<sup>th</sup> Street and Chandler Road. Lot 3 Echo Hills would be replatted into Lots 1 through 4 Echo Hills Replat Four for the development of an assisted living and memory care facility, apartments, and commercial development.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On February 4, 2020 City Council approved applications by West Management, LLC for a Future Land Use Map amendment to the Comprehensive Plan, a Rezoning, Planned Unit Development Site Plan, and a Preliminary Plat for the Echo Hills development.

Resolutions have been prepared to consider applications for a final plat and subdivision agreement submitted by West Management, LLC on behalf of the owners of approximately 12.4 acres currently described as Lot 3 Echo Hills, being replatted as Lots 1 through 4 Echo Hills Replat Four.

A detailed staff report is attached.

The Planning Commission reviewed the final plat on March 19, 2020, and unanimously recommended approval, contingent upon execution of the subdivision agreement, as the request is consistent with the Comprehensive Plan and Zoning Ordinance.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR A REPLAT OF LOT 3 ECHO HILLS, TO BE REPLATTED AS LOTS 1 THROUGH 4 ECHO HILLS REPLAT FOUR, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY.

WHEREAS, the applicant, West Management, LLC has made application for approval of a final plat for a replat of Lot 3 Echo Hills; and

WHEREAS, the City Engineer has reviewed the Final Plat; and

WHEREAS, on March 19, 2020, the La Vista Planning Commission reviewed the Final Plat and unanimously recommended approval;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final plat for Lot 3 Echo Hills, to be replatted as Lots 1 through 4 Echo Hills Replat Four, a subdivision located in the southeast quarter of the northeast quarter of Section 14, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located northwest of the intersection of Chandler Road and 144<sup>th</sup> Street, be, and hereby is approved, subject to the finalization and execution of the Subdivision agreement.

PASSED AND APPROVED THIS 21ST DAY OF APRIL, 2020.

CITY OF LA VISTA

ATTEST:

---

Douglas Kindig, Mayor

---

Pamela A. Buethe, CMC  
City Clerk

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 THROUGH 4 ECHO HILLS REPLAT FOUR.

WHEREAS, the City Council did on April 21, 2020, approve the Final Plat for Lots 1 through 4 Echo Hills Replat Four subject to certain conditions; and

WHEREAS, the Subdivider, West Management, LLC on behalf of Vandelay Investments, LLC has agreed to execute a Subdivision Agreement satisfactory in form and content to the City;

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the April 21, 2020 City Council meeting for Lots 1 through 4 Echo Hills Replat Four be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council Final Plat approval and with such modifications that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 21ST DAY OF APRIL, 2020.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



CITY OF LA VISTA  
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBERS: PSFP20-0001;

FOR HEARING OF: APRIL 21, 2020

REPORT PREPARED ON: MARCH 20, 2020

**I. GENERAL INFORMATION**

**A. APPLICANT:**

Brett West  
West Management LLC  
3042 Sheridan Blvd  
Lincoln, NE 68502

**B. PROPERTY OWNER:**

Omaha Community Foundation  
3555 Farnam Street  
Omaha, NE 68131

**C. LOCATION:** Northwest of the intersection of Chandler Road and 144<sup>th</sup> Street.

**D. LEGAL DESCRIPTION:** Lot 3 Echo Hills.

**E. REQUESTED ACTION(S):** Approval of a Final Plat for Lot 3 Echo Hills, being replatted as Lots 1-4 Echo Hills Replat Four.

**F. EXISTING ZONING AND LAND USE:** C-1 – Shopping Center Commercial District, Gateway Corridor District (Overlay District), and Planned Unit Development for the south portion of Lot 3 Echo Hills, and R-3 – High-Density Residential, Gateway Corridor District (Overlay District), and Planned Unit Development for the north portion of Lot 3 Echo Hills; Lot 3 Echo Hills is currently vacant.

**G. PURPOSE OF REQUEST:** Development including an assisted living and memory care facility, multi-family housing, a restaurant, retail space, and drive-thru coffee shop.

**H. SIZE OF SITE:** Approximately 12.4 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** The property slopes downward to the south and to the east; the site is currently vacant.

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

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Commercial	C-1 Shopping Center Commercial, Gateway Corridor Overlay District	Tornado Car Wash
East	Commercial	C-1 Shopping Center Commercial, Gateway Corridor Overlay District	Dino's Storage
South	Industrial	I-1 Light Industrial, Gateway Corridor Overlay District	Vacant Lot
West	Low-Medium Density Residential	RS-72 – Single Family Residential	Echo Hills Neighborhood

## C. RELEVANT CASE HISTORY:

1. On February 4, 2020 the City Council of the City of La Vista held public hearings and approved of an amendment to the Future Land Use Map of the Comprehensive Plan and rezoning to change a portion of Lot 3 Echo Hills from C-1 Shopping Center Commercial to R-3 High-Density Residential to allow for further development of the site as proposed. Additionally, the City Council approved a Planned Unit Development Site Plan and a Preliminary Plat for the Echo Hills Development, noting that the applicant will need to obtain approvals of the following before construction on the site can begin: Final Plat, architectural design review for each building, and Conditional Use Permits for the apartments and assisted living/memory care facility.

## D. APPLICABLE REGULATIONS:

1. Section 5.08 of the Zoning Regulations – R-3 High Density Residential
2. Section 5.10 of the Zoning Regulations – C-1 Shopping Center Commercial
3. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development (Overlay District)
4. Section 3.08 of the Subdivision Regulations – Replats
5. Section 4.02 of the Subdivision Regulations – Design Standards; Streets

## III. ANALYSIS

### A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan designates the south portion of Lot 3 Echo Hills for commercial

development, and the north portion of Lot 3 Echo Hills for high-density residential development.

2. The proposed project will meet Policy Live-2.2 of the La Vista Comprehensive Plan which reads: "Promote the development of housing types and supportive programs for people of retirement age, allowing residents to age in place with access to daily services." This policy directly promotes Goal 2 of the Live Long category of the Comprehensive Plan, which reads: "Maintain the balance of diverse, high-quality housing that appeals to people of varying backgrounds, incomes and abilities."

**B. OTHER PLANS:** Traffic Impact Analysis dated December 2, 2019.

**C. TRAFFIC AND ACCESS:**

1. There will be two main full access points to the development; one onto 144<sup>th</sup> Street (N-50) via Echo Hills Drive, and one onto Chandler Road via 146<sup>th</sup> Street.
2. A traffic impact analysis for the development has been prepared by Felsburg, Holt & Ullevig (FHU). The City Engineer has reviewed the study and finds the analysis and recommendations reasonable. The traffic impact analysis was included in the packet for the Planned Unit Development, which was considered by Council on February 4, 2020.

The traffic impact analysis noted that MUTCD traffic signal warrants were not satisfied at the intersection of N-50 (144<sup>th</sup> Street) with Echo Hills Drive/Josephine Street or 146<sup>th</sup> Street with Chandler Road under 2019 existing or 2021 buildout traffic conditions. As the area surrounding the site continues to develop, these two intersections should be continually monitored to determine if signalization is warranted.

The traffic impact analysis recommends signal head improvements to the traffic signal at the intersection of N-50 (144<sup>th</sup> Street) and Chandler Road at the time of full buildout.

**D. UTILITIES:**

1. The property has access to sanitary sewer, water, gas, power, and communication utilities.
2. Storm water management fees will be collected at the time of building permit.

**E. PARKING REQUIREMENTS:** The parking stall requirements for the proposed development, per the La Vista Zoning Ordinance, are:

Lot #	Use	Required Stalls	Provided Stalls
Lot 1	Assisted Living & Memory Care	80 + 24 Employees	83
Lot 2	Multi-Family	388	497
Lot 3	Commercial	104 + Employees	129
Lot 4	Commercial	21	25

The applicant has requested a reduction in the required parking stall count for the assisted living and memory care facilities on Lot 1 based on historical data from the operating history of similar projects. The applicant anticipates that only 5 assisted living residents will operate vehicles, and that no memory care residents will be operating a vehicle, greatly reducing the need for parking. City staff approve of the revised stall count based on the anticipated demand for these uses.

**IV. REVIEW COMMENTS:**

- A. Conditional Use Permits will be required for the proposed assisted living and memory care facility on Lot 1, and for the multi-family housing proposed for Lot 2, and must be executed prior to construction and operation.
- B. The design of each building is being reviewed through the City's Architectural Design Review process, and must be substantially complete prior to execution and recording of the Conditional Use Permits, and prior to issuance of any building permits.
- C. Any traffic improvements required by NDOT must be completed prior to the issuance of a Certificate of Occupancy and is addressed through the Subdivision Agreement as part of this Final Plat process.
- D. The Subdivision Agreement has been drafted and must be approved with this Final Plat. It addresses items including but not limited to: public and private improvements, maintenance of common areas, staking bonds, guarantees and performance bonds, etc. Approval of this Final Plat shall be contingent upon the finalization and execution of the Subdivision Agreement.
- E. The applicant informed staff that they held a forum on November 14<sup>th</sup>, 2019 to discuss the proposed development with neighborhood residents and the SID Board, and to listen to their feedback. The applicant worked with City Staff and the SID Board to propose several traffic calming/off-site improvements to mitigate the potential negative impacts of increased traffic on the neighborhood. These proposed improvements include a speed table and pedestrian crossing on 146<sup>th</sup> Street, a speed hump on Echo Hills Drive, a fence along the east edge of Echo Hills Park along 146<sup>th</sup>

Street, additional on-street parking stalls for Echo Hills park, and an improved sidewalk connection to the park from the neighborhood.

**V. STAFF RECOMMENDATION – FINAL PLAT:**

Staff recommends approval of the Final Plat for Lot 3 Echo Hills, being replatted as Lots 1-4 Echo Hills Replat Four, contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VI. PLANNING COMMISSION RECOMMENDATION – FINAL PLAT:**

The Planning Commission held a public meeting on March 19, 2020 and unanimously voted to recommend approval of the Final Plat for Lot 3 Echo Hills, being replatted as Lots 1-4 Echo Hills Replat Four, contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VII. STAFF RECOMMENDATION – SUBDIVISION AGREEMENT:**

Staff recommends approval of the Subdivision Agreement for Echo Hills Replat Four, with such modifications that the City Administrator or City Engineer may determine necessary or advisable, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**VIII. ATTACHMENTS TO REPORT:**

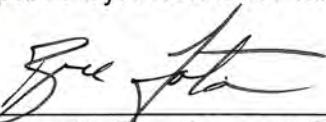
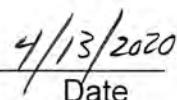
- A. Vicinity Map
- B. Review Letters
- C. Final Plat
- D. Draft Subdivision Agreement

**IX. COPIES OF REPORT SENT TO:**

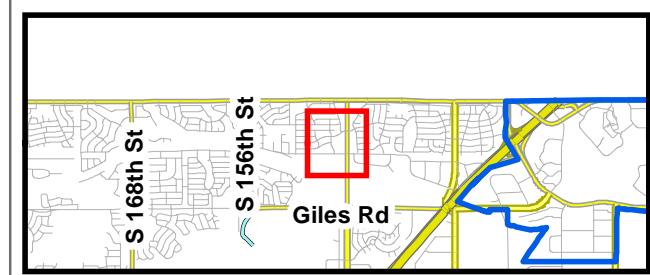
- A. Brett West, West Management LLC
- B. Joe Dethlefs, Thompson, Dreessen & Dorner Inc.
- C. Public Upon Request



Prepared by: Assistant Planner

  
Community Development Director  
4/13/2020

Date



## Vicinity Map - Final Plat Echo Hills Replat Four

3/11/2020

CB





February 24, 2020

Joe Dethlefs  
Thompson, Dreessen & Dorner, Inc.  
10836 Old Mill Road  
Omaha, NE 68154

RE: Final Plat – Initial Review Letter  
Echo Hills Replat Four

Mr. Dethlefs,

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 Subdivision Regulations, the City has the following comments:

1. Section 3.05.05: Please revise the Section Corner label to reference Range 11 East of the 6th PM, Sarpy County, Nebraska.
2. Section 3.05.16: Per Section 10.05 of the Subdivision Regulations, the space provided for the Certificate of County Register of Deeds is to be in the upper right-hand corner of the plat.
3. Section 3.05.11: If the property is free of mortgage holders, a statement from a title company should be provided.
4. Section 3.05.17: The Sarpy County Public Works review block should be revised to be consistent with Section 10.06 of the Subdivision Regulations.
5. Section 3.05.24: If not already provided, please provide financial data showing costs of all public improvements.
6. Section 3.05.25: The subdivision agreement will need to be approved prior to any Council action. Subdivision agreement should address items including, but not limited to: any public and/or private improvements; maintenance of common areas and/or common improvements, staking bonds, guarantees, performance bonds and/or any other assurances needed to ensure performance on public and common improvements. Egress and shared utility easements will also need to be addressed within the subdivision agreement and recorded concurrently with the plat. Please submit a first draft of the subdivision agreement as quickly as possible for 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

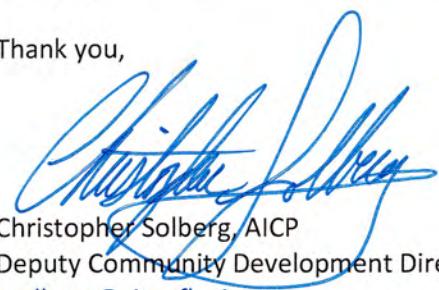
**Public Works**  
9900 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

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

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 in 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,

A handwritten signature in blue ink, appearing to read "Christopher Solberg".

Christopher Solberg, AICP  
Deputy Community Development Director  
[csolberg@cityoflavista.org](mailto:csolberg@cityoflavista.org)  
(402) 593-6400

cc:

Brett West, West Management LLC  
Pat Dowse, City Engineer  
Bruce Fountain, Community Development Director



**SUBDIVISION AGREEMENT**

**Lot 3 Echo Hills  
144th and Chandler Road  
R-3, High Density Residential PUD GWC  
C-1, Shopping Center Commercial PUD GWC  
(Private Financing)**

THIS SUBDIVISION AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between VANDELAY INVESTMENTS LLC, a Nebraska limited liability company authorized to do business in Nebraska, (hereinafter referred to as "Subdivider"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City"). Subdivider and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

WHEREAS, Subdivider is the owner of the property to be platted or replatted as Lots 1-4, Echo Hills Replat 4, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska ("Lots 1-4") as is more particularly shown on the Final Plat (the "Plat") attached hereto as Exhibit "A-1," as finally approved by the City Council, and which is located outside of the corporate limits of the City but within the City's zoning and platting jurisdiction ("Property");

WHEREAS, Subdivider desires to own, develop and operate Lot 1 in a unified, compatible manner as an 80 unit assisted living and memory care facility comprised of a single building containing 60 assisted living units and 20 memory care units. And, whereas, the Subdivider desires to own, develop and operate Lot 2 in a unified compatible manner as a 210 unit multi-family residential housing project comprised of four separate residential apartment buildings, a total of 159 detached and attached fully enclosed single-vehicle parking garages. And, whereas, the Subdivider desires to develop Lots 3 and 4 in a unified and compatible manner as commercial pad sites, all as presented to the City Council with the Subdivider's request for approval of the Plat, PUD Plan and Conditional Use Permit and as finally approved;

WHEREAS, Subdivider has agreed to meet all applicable conditions and requirements of the City's platting, development and zoning laws, regulations and requirements, including without limitation those that are set forth in the City's Zoning Ordinance, Subdivision Regulations, PUD Plan, Conditional Use Permit, Building Code and this Agreement;

WHEREAS, Subdivider has requested the City approve the Plat and approve the rezoning of Lots 1 and 2 to R-3, High Density Residential PUD, with the Gateway Corridor Overlay (GWC), and Lots 3 and 4 to C-1 Shopping Center Commercial District PUD, with the Gateway Corridor Overlay (GWC).

WHEREAS, in order to develop Lots 1-4 in the way it wishes, Subdivider must grade, create, construct and maintain certain topographic and surface conditions and provide for surface water detention within the Subdivision in accordance with applicable requirements;

WHEREAS, Subdivider has requested that the City approve the Plat and approve the connection of the Subdivision to existing sanitary sewer and storm drainage systems;

WHEREAS, Subdivider will build all public improvements and private infrastructure improvements identified in "Exhibits "C", "F" and "H", or as otherwise described in this Agreement;

WHEREAS, Subdivider requested approval of the Plat, subject to the following provisions of the City of La Vista Zoning Ordinance: Section 5.08 (pertaining to R-3 High Density Residential District), Section 5.10 (pertaining to C-1 Shopping Center Commercial District), Section 5.15 (pertaining to PUD), Section 5.17.06 (Gateway Corridor Overlay District), and Article 6 (pertaining to Conditional Use Permits), and has agreed to meet all conditions of development and other requirements of said zoning set forth in this Agreement; and

WHEREAS, the Parties wish to agree upon various matters pertaining to the construction of the private infrastructure and public improvements within the Subdivision or serving the Subdivision and other matters pertaining to the development of the Subdivision and health, safety and welfare of the City, their inhabitants and the public.

NOW, THEREFORE, IT IS AGREED as follows:

1. 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. "Agreement" shall mean this document entitled "Subdivision Agreement" and all Exhibits hereto (see Section 13 "Recitals/Exhibits Summary").
- B. "Conditional Use Permit" shall refer to that certain conditional use permit which is attached hereto as Exhibit "B," as finally approved by the City Council and executed by the parties.
- C. The "construction cost" of an improvement shall mean the amount paid to the contractor, utility or entity installing the improvement or performing the work, together with all other direct labor and material costs incorporated into the construction of the improvement, and net of refunds, reimbursements and offsets thereto.
- D. The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, and other costs of achieving completion, acceptance and financing of the project or work and miscellaneous costs.
- E. "Detention Basin" or "Storm Water Detention Basin" shall mean a permanent structure to serve as temporary water holding basin, whether above or below ground, to be constructed at the locations shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C," or such alternative or substitute locations and accompanying plans and specifications as the City may approve in advance in writing.
- F. "Improvements" or "Infrastructure" shall mean, to the extent located within the Subdivision or required herein for development of the Subdivision, or pertaining to Subdivision entrances, any and all facilities constructed or otherwise implemented for the purpose of providing access or services of any type or description to or from the Subdivision or serving facilities or properties within or serving the Subdivision, including but not limited to, ingress and egress to and from the Sub-division, and construction of paving, enhancements or reconstruction of existing paving and traffic signalization in conjunction therewith, and construction of storm sewers, sanitary sewers, including outfall sewer, and access thereto, drain-age and drainage retention, culverting, street lighting, and any other item of infra-structure, together with utility systems and easements for any improvements where required.

G. "Land Utilization and Preparation Costs" shall include, but not be limited to, all costs pertaining to, or arising out of, determination of feasibility, acquisition, reclamation, preparation, enhancement and/or utilization of land within Echo Hills, and all engineering, legal, financing and contracted or other services related thereto or to the following:

- (1) Soil and water tests, topographic surveys, geotechnical investigation and environmental studies and drainage studies, water drainage ways and surface water retention and/or detention basins or facilities, surveying, staking and testing;
- (2) Platting (preliminary and final), and including replattings;
- (3) Excavation, filling, compaction, stabilization and testing thereof;
- (4) Grading;
- (5) Erosion and silt control, including installation and removal thereof;
- (6) Environmental studies and permits required by Corps of Engineers or other governmental agencies having jurisdiction in the matter and costs of compliance with the terms of such permits and requirements thereof;
- (7) Buffer zones and areas to be landscaped or beautified, including trees and other plantings therein or therefor;
- (8) Traffic and other required studies;
- (9) Such other costs incurred to utilize and/or prepare land located within Echo Hills to a City approved final grade, elevation, drainage control and soil condition ready for installation or construction of the Private Improvements and the Public Improvements authorized by this Agreement or to improve, enhance or beautify land.

H. "Plat" or "the Plat," unless a contrary intent is indicated, shall mean the plat attached as Exhibit "A," as finally approved by the City Council.

I. "PUD Plan" shall mean the Planned Unit Development Plan for the Subdivision, including, but not limited to, the Planned Unit Development Site Plan and Landscaping Plan attached as Exhibits "D" and "E," as finally approved by the City.

J. "Subdivider's Engineer" shall mean TD2 Engineering & Surveying, which shall be the principal contact entity with the City in engineering matters.

K. "Subdivision" or "Echo Hills" shall mean the approximately 12.43 acres of land described in Exhibit "A" hereto.

L. "Subdivider" shall mean Vandelay Investments, LLC a Nebraska limited liability company.

M. "District" shall mean Sanitary and Improvement District No. 68 of Sarpy County Nebraska.

N. "Public Improvements" shall mean those improvements described in Subsections 2B, 2C, 2F and 6.

O. "Private Improvements" shall mean all improvements described in this Agreement, other than Public Improvements, including without limitation those improvements described in Subsections 2A, 2B, 2C, 2D, and 2G.

2      Construction/Installation of Improvements Authorized.

The Parties, in addition to any other improvements specified by this Agreement, shall construct or install, or cause to be constructed or installed, the following types of improvements upon the property located within or immediately adjacent to the boundaries of the Subdivision and necessary water, sanitary sewer, and surface water drainage to or from existing or planned facilities as follows, and no funds, assets or other resources or credit of the District or the City shall be expended, loaned, applied or otherwise used by or for the benefit of the Subdivision, Subdivider or any Improvements, or any fee, cost or expense described or related to any matter described in this Agreement, except as expressly authorized in advance by the City in writing:

- A. Pedestrian Crossing and Speed Table on 146<sup>th</sup> Street The subdivider, at its cost, shall install or cause to install a speed table and pedestrian crossing on 146<sup>th</sup> Street as located on attached "Exhibit "D".
- B. Speed Hump on Echo Hills Drive The subdivider, at its cost, shall install or cause to install a speed bump on Echo Hills Drive as located on attached "Exhibit "D".
- C. Fence and Pedestrian Sidewalk Extension Along East Edge of Echo Hills Park The subdivider, at its cost, shall install or cause to install a four foot high metal fence (fence type to be approved by the City) and extend the pedestrian sidewalk along the east edge of Echo Hills Park as located on attached "Exhibit "D".
- D. Signalization of 144<sup>th</sup> & Chandler Road. The subdivider, at its cost, shall add or cause to add a permissive/protected phase to the northbound left turn lane with a 4-section signal head to include a flashing yellow arrow, and the modification to 3-section signal heads, with a flashing yellow arrow, to all other left turning lane signal head as to be consistent with signals in the vicinity.
- E. Storm Water Detention.
  - (1) A drainage study for the Subdivision based on development of Lots 1-4 has been completed and the executive summary is attached hereto as Exhibit "F" ("Drainage Study"), the results of which include projections regarding storm water drainage from the Subdivision after it is developed, including construction of storm water detention facilities within the Subdivision ("Projected Post-Development Drainage"). Subdivider certifies that, to the best of its knowledge, the Drainage Study is current, accurate and complete and that actual drainage from the Subdivision during and after development of the Subdivision will not exceed Projected Post-Development Drainage; provided, however, that Subdivider shall not be responsible for increased drainage from the Subdivision caused by improvements upstream of the Subdivision that are initiated and completed after the Drainage Study was completed, are beyond the control of Subdivider and materially increase the amount of storm water drainage flowing into the Sub- division. Subdivider, at its cost, agrees to construct no later than the date(s) specified in or determined in accordance with Subsection 11(A)(1) the storm water detention basins and associated storm sewer piping and related improvements in accordance with the Preliminary Paving and Storm Sewer Plan attached hereto as Exhibit "C.". Subdivider, subject to any applicable permit, agreement or other requirement, shall connect to the existing storm sewer system. Storm water detention facilities and improvements are a Land Utilization and Preparation Cost within the meaning of Section 1 hereof and shall be constructed at Subdivider's

expense. If actual drainage from the Subdivision during or after development exceeds Projected Post-Development Drainage, Subdivider, at its cost, shall take such additional actions within the Subdivision as are necessary or appropriate to reduce actual drainage from the Subdivision to the Projected Post- Development Drainage levels, to the satisfaction of the City Engineer. Provided, however, that Subdivider shall not be responsible for increased drainage from the Subdivision caused by improvements upstream of the Subdivision that are initiated and completed after the Drainage Study was completed, are beyond the control of Subdivider and materially increase the amount of storm water drainage flowing into the Subdivision. Prior to issuance of any building permit, Subdivider shall adopt a Post Construction Storm Water Management Plan governing perpetual operation, maintenance and repair of storm water detention basins and facilities in the Subdivision specified in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C", which Post Construction Storm Water Management Plan shall be in form and content attached hereto in Exhibit "H," subject to such modifications as required by the City Administrator in consultation with the City Engineer. Subdivider at its cost shall maintain and repair all storm water detention facilities and appurtenances constructed by Subdivider within the Subdivision, which shall be Private Improvements.

- (2) All work and improvements required of Subdivider in this Subsection 2D, and related designs, contracts, plans and documents, shall be subject to prior review and approval of the City Engineer.
- (3) Watershed Management Fees: The Subdivider shall make payment to City for Watershed Fees. This fee for the Property (example shown below this paragraph) shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made.

Lot 1 - 3.81AC @ \$4,095/AC	\$15,601.95
Lot 2 – 5.77 AC@\$4,095/AC	\$23,628.15
Lot 3 - 1.78 AC@\$4,963/AC	\$ 8,834.14
Lot 4 – 1.12 AC @ 4,963/AC	\$ 5,558.56
TOTAL	\$53,622.80

The aforesated fee of \$4,095 per acre of High-Density Multi-Family Residential and \$4,963 per acre of Commercial is the rate now in effect and is subject to increase. The rate in effect at time of building permit application will be the rate paid.

F. Private Storm Sewer. The Subdivider at its cost shall cause the private portion of the storm sewer system (shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C," to be constructed, including storm sewers, inlets, manholes, junction boxes, flared end sections and other related appurtenances to be constructed in private drives or routes in the Subdivision, including those segments functioning as a transporter of storm water to points within or outside the Subdivision, as shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C", all of which shall be Private Improvements.

G. Public Storm Sewer. The Subdivider at its cost shall cause that portion of the storm sewer system (shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C," designated as Public Storm Sewer to be constructed, including storm sewers, inlets, manholes, junction boxes, flared end sections and other related appurtenances to be constructed in dedicated easements in the Subdivision, including those segments functioning as a transporter of storm water to points within or outside the Subdivision, as shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C", , all of which shall be Public Improvements. The Subdivider, as a condition of the City releasing the final Plat for recording, agrees to grant at no cost or expense easements described or depicted in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C", for the conveyance of storm water, including without limitation surface water resulting from major storm events such as "100-year" storm events, upon and through the Property from upstream public and private properties lying outside the boundaries of the Subdivision, which easements shall be in accordance with the City approved drainage plan and applicable laws and regulations, and in form and content satisfactory to the City Engineer.

H. Sanitary Sewer. The Subdivider at its cost shall install all sanitary sewers in accordance with the Preliminary Sanitary Sewer and Water Plan attached hereto as Exhibit "H"; and which sanitary sewers shall be Private Improvements. Subdivider, subject to written agreement of the District and City, shall connect such sewer lines to the existing public sewer line which was installed by the District pursuant to that certain Perpetual Easement, recorded June 19, 1979 at Book 52, Page 386 of the miscellaneous records of the Sarpy County Register of Deeds, and shall pay as a condition of building permit issuance all applicable connection fees at the rates in effect at the time. The Subdivider shall enter into a Sewer Connection Agreement with the City in form and content attached hereto as Exhibit "J," subject to the final approval of City Engineer.

The exact design, location and dimensions of and detailed plans and specifications for each of the above described Public Improvements or Private Improvements, are subject to prior approval by the City in advance of award of contract for construction or acquisition.

### 3. Allocation of Cost of Improvements

Subdivider and City, except as otherwise provided by this Agreement, agree that the cost of all improvements constructed by the Subdivider within or serving the Subdivision as authorized by Section 2, supra, or elsewhere in this Agreement shall be defrayed as follows:

- (1) Pedestrian Crossing and Speed Table on 146<sup>th</sup> Street One hundred percent (100%) of the cost of the speed table and pedestrian crossing shall be paid by the subdivider at its sole cost and expense.
- (2) Speed Hump on Echo Hills Drive One hundred percent (100%) of the cost of the speed bump and shall be paid by the subdivider at its sole cost and expense.
- (3) Fence and Pedestrian Sidewalk Extension Along East Edge of Echo Hills Park One hundred percent (100%) of the cost of the fence and pedestrian sidewalk extension along the east edge of Echo Hills Park shall be paid by the subdivider at its sole cost and expense.

- (4) Signalization of 144th Street & Chandler Road. One hundred percent (100%) of the cost of the signal improvements shall be paid by the Subdivider at its sole cost and expense.
- (5) Storm Sewer. One hundred percent (100%) of the cost of all storm sewers constructed within or serving the Subdivision, including manholes, inlets and other appurtenances, as shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C," shall be paid solely by Subdivider.
- (6) Sanitary Sewer. One hundred percent (100%) of the cost of all sanitary sewers constructed by Subdivider, within or serving the Subdivision, including manholes and other appurtenances, as shown in the Preliminary Sanitary Sewer and Water Plan attached as Exhibit "I," shall be paid solely by Subdivider.
- (7) Water and Electrical. All costs of causing the installation of water and electrical distribution systems and the operation, maintenance and upkeep thereof within the Subdivision, including any contract charges, shall be paid by Subdivider or the utility provider.
- (8) Other Improvements. All costs of all other work or improvements, including, but not limited to, grading, landscaping, wetlands mitigation, and extension, distribution or location of gas or other utilities, telephone or other communications or services to, on, in, over, under, within or with respect to the Subdivision, and the installation, construction, acquisition, operating or maintenance costs thereof, as applicable, shall be paid by Subdivider, and no part thereof shall be the responsibility or at the expense of the City.

#### 4. General Agreements of Subdivider

Subdivider, with respect to work and Improvements described in this Agreement, agrees that:

- A. Compliance with City Construction Requirements. Subdivider, in addition to any other requirements of applicable law or regulations, will abide by and incorporate into all contracts for Public Improvements to be constructed by Subdivider under this Agreement, the provisions required by the regulations and standards of the City and Sarpy County pertaining to construction of such Public Improvements in Subdivisions or within street right-of-way, and testing procedures therefore; provided, however, if there is any conflict or ambiguity between or among any such regulations or standards, the higher standard or quality shall control. All plans, specifications and contracts for such proposed improvements and proposed maintenance agreements for said Public Improvements shall be submitted to the City for review and approval prior to commencement of the work.
- B. Preconstruction Requirements. Prior to recording of the Plat, Subdivider will (i) in addition to any bonds required by any other provision of this Agreement, present to the City Administrator for the benefit of the City binding bonds or letters of credit in an amount of 110% of the total estimated costs of the Public Improvements to be constructed by Subdivider under this Agreement (110% of \$64,775), in form and content satisfactory to the City Administrator, or (ii) complete said improvements and provide as-constructed records, certificates of completion and other required documentation, to the satisfaction of the City Engineer. If the Subdivider provides bonds pursuant to subsection (i) of the foregoing sentence, the City, upon Subdivider completing the Public Improvements, shall promptly release such bonds to the Subdivider at such time as the Subdivider's Engineer provides as-constructed records,

certificates of completion of said work and improvements and other required documentation, to the satisfaction of the City Engineer.

C Administration. As regards to this Agreement and its implementation:

- (1) No separate administrative entity or joint venture, among the Parties, is deemed created by virtue of this Agreement.
- (2) The administration of this Agreement shall be through the offices of the undersigned officers, or their designees, for their respective entities.

D Remedies. In addition to whatever rights of enforcement of the terms hereof are herein granted to any Party, each Party may avail itself of all other remedies it may have to enforce the terms hereof at law or equity. By way of specification and not by way of limitation, each of the Parties expressly reserves the right to specifically enforce full compliance of the terms and conditions of this Agreement by mandatory or prohibitory injunction.

E Covenants, Etc. All covenants and agreements of Subdivider set forth in this Agreement shall constitute covenants running with the land and shall be binding on Subdivider and all successors and assigns of Subdivider. The City shall have the right, but not the obligation, to enforce any and all such covenants.

F. In the event the Subdivider records the Plat and, before commencing any improvements within or for the benefit of the Subdivision, Subdivider decides not to develop the Subdivision, the City and Subdivider shall take all actions necessary to vacate the Plat, and the PUD Plan, Agreement and Conditional Use Permit shall be null and void, and any letters of credit provided by Subdivider pursuant to this Agreement shall be promptly released by the City and returned to Subdivider upon vacation of the Plat.

G. Non-Discrimination. In the performance of this contract, neither the Subdivider nor the City shall discriminate against any parties or persons on account of race, national origin, sex, age, disability, political or religious affiliations in violation of federal and state laws or local ordinances.

H. The Subdivider agrees to cooperate and use all reasonable good faith efforts to complete any and all improvements and/or work required of it hereunder in a timely and orderly manner so as not to delay recording of the Plat, receipt of building permits, development of the Subdivision, or obtaining of certificates of occupancy.

5. Construction Standards and Procedures

Subdivider, in addition to and not in limitation of any other provisions of this Agreement or applicable law or regulations, further agrees that:

A. City Approvals. All Public Improvements will be constructed in strict accordance with contracts, plans and specifications and locations approved in advance in writing by City's Engineer and in strict accordance with the City's policies and minimum standards and requirements of construction and testing procedures therefore, and directions of City Engineer, and that upon completion of construction thereof, Subdivider shall furnish to City a certificate from its consulting engineer so certifying. All Private Improvements will be built in accordance with this Agreement and applicable requirements of the City building code or other applicable laws or regulations.

B. Testing. Subdivider shall cause appropriate testing of materials and work finished in respect to the construction of Public Improvements and shall furnish City's engineers with copies of test results. City's engineers may order additional paving core tests, sewer televising or other tests, the cost of which shall be paid by Subdivider to the party performing the testing procedures, which additional testing costs shall also be a cost of the Public Improvement. Neither the Subdivider nor any other party shall be entitled to rely upon any inspections made by the City for any purpose whatsoever. The sole responsibility for proper inspection and certification as to completion remains with the Subdivider and its engineers.

C. Construction Record Drawings. Subdivider shall cause "Construction Record Drawings", in reproducible form, and specifications for all Public Improvements that Subdivider shall have heretofore or hereafter constructed within the area to be developed to be furnished to City, in triplicate, promptly and without cost to the City. All such plans shall be submitted on reproducible mylar, except where the City agrees otherwise. The engineering costs attributable to the production of said "Construction Record Drawings" shall be an engineering fee within the meaning of Subsection 1-D, supra. Subdivider shall, prior to the Subdivider's solicitation of bids for any Public Improvement within the area to be developed, require Subdivider's Engineers to file with the City said Engineers' separate written assurance and agreement that said "Construction Record Drawings" will be prepared and filed with the City upon the completion of each Public Improvement.

D. Compliance with Law. All Public Improvements shall comply with all applicable federal and state and County laws and regulations in general and with all applicable ordinances and regulations of the City in reference to construction, use, operation and maintenance; provided, however, if there is any conflict or ambiguity between or among any such laws and regulations, the higher standard or quality shall control.

E. Compliance with City Engineer Determinations. In the event that City's Engineers determine that there is anything in the construction, use, maintenance or operation of any Public Improvements which will, in the opinion of City's Engineers, be detrimental to any other improvement or utility constructed or to be constructed in the same right-of-way or easement, Subdivider will, on notice thereof, promptly cause its engineers to jointly review and evaluate the problem with City's engineer and formulate a plan for corrective action acceptable to the City Engineer and Subdivider which shall be implemented by Subdivider at Subdivider's cost.

F. Bonds. Subdivider, in addition to any bonds or letters of credit required by any other provision of this Agreement, shall require each contractor performing work on Public Improvements on behalf of the Subdivider to furnish a performance and maintenance bond, and to warrant the work against any defects for a minimum of two years after completion, with Subdivider and City as joint and several obligees thereon, which bond and warranty shall be subject to the City approval as to surety, form and terms.

G. Easements. Any easements required from Subdivider for Public Improvements hereunder by the City or its designee shall be provided at no cost to the City or its designee.

6. Sidewalks. Subdivider, at its sole cost and at no cost to the City, shall install or cause to be installed sidewalks along the south side of Echo Hills Drive adjacent to proposed Lots 1 and 2, the east side of 146th Street adjacent to proposed Lots 2 and 4, and a segment along the west

side of 146<sup>th</sup> street providing safer access to Echo Hills Park, as displayed in the PUD Site Plan (Exhibit "D"), by the time Subdivider has completed 75% of the planned residential units in the project or at such earlier time as they are warranted as determined in the sole discretion of the City Engineer. Such sidewalks shall be constructed at Subdivider's expense. All sidewalks, whenever installed, shall be constructed in accordance with the City sidewalk regulations and policies as they may from time to time exist, and shall be maintained at Subdivider's expense. Sidewalks adjacent to Lots 3 and 4 along the north side of Chandler Road, and east side of 146<sup>th</sup>, as displayed in the PUD Site Plan (Exhibit "D"), will be completed with the development of Lots 3 and 4, or at such earlier time as they are warranted as determined in the sole discretion of the City Engineer.

7. Parking. The Subdivider will provide cross access parking easements between Lots 1 and 2 of this subdivision.

8. Maintenance of Improvements. In addition to any other maintenance required of Subdivider pursuant to this Agreement or applicable laws or regulations, Subdivider shall continuously and permanently maintain and keep in good repair, and reconstruct or replace if required of Subdivider herein or by applicable agreements, laws, rules or regulations, all Private Improvements Subdivider constructs or makes or causes to be constructed or made with respect to development of the Subdivision, including, but not limited to landscaping. Not in limitation of any of the foregoing, all landscaping within the Subdivision shall be warranted by the landscape contractor for at least two growing seasons, and any replacement, repair or reconstruction shall be of equal or better maturity, type, quality and quantity, regardless whether or not the replacement, repair or reconstruction occurs within or after an applicable warranty period.

9. Sewer Connections. Before any connection from any premises to the sanitary sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

10. Tract Sewer Connection Fees. Developer agrees that the terms and conditions for the benefit of the City that are contained in the Subdivision Agreement, by and between Vandelay Investments LLC, a Nebraska Limited Liability Company authorized to do business in Nebraska, the City of La Vista, a Municipal Corporation in the State of Nebraska, and Sanitary Improvement District No. 68 of Sarpy County, Nebraska, dated \_\_\_\_\_, and the separate Sewer Connection Agreement referred to within Exhibit "I" as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements. Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit pertaining to each lot:

Lot 1, R-3 - High Density Residential	80 UNITS @ \$1,064/UNIT	\$ 85,120.00
Lot 2, R-3 - High Density Residential	210 UNITS @ \$1,064/UNIT	\$ 223,440.00
Lot 3, C-1 - Shopping Center Commercial	1.18 AC +/- @ \$7,407/AC	\$ 8,740.26
Lot 4, C-1, - Shopping Center Commercial	1.11 AC +/- @ \$7,407/AC	\$ 8,147.70
	<u>TOTAL</u>	\$ 325,447.96

The aforesated fee of \$ 7,407 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid.

11. City Right of Disconnection. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sanitary sewer of any industry, or other sewer user within the area to be developed, which is connected or discharging into the sanitary sewer system in violation of any applicable ordinances, statute, rule, or regulation.

12. Compliance with City Regulations, Etc. The Subdivider, without limiting any other provision of this Agreement, expressly agrees that it is and shall be:

- A. Bound by and to any provisions of any ordinances, rules and regulations as existing or hereafter made and adopted by the City applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City; and
- B. Bound by any terms and provisions which by ordinance, resolution, or rule exists or which the City shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City or sewer within its zoning or health jurisdiction.
- C. Bound by all terms and provisions of the Sewer Connection Agreement which is attached hereto as Exhibit "I" subject to the final approval of the City Engineer, and shall be executed in conjunction with this Agreement.

13. Additional Special Covenants and Agreements. Subdivider further covenants and agrees as follows:

- A. Storm Water Detention. In regards to storm water detention facilities:
  - (1) Subdivider's construction of storm water detention basins and facilities within the Subdivision shall be in accordance with the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C". Construction of storm water detention basins and facilities within Lots 1-4 shall be staged in accordance with the staged construction of buildings by Subdivider and shall be completed as necessary to handle the storm water associated with the developed portions of Lots 1-4, which staging and schedule for construction and completion of storm water detention basins and facilities shall be subject to approval of the City Engineer before any building permit is issued for any building within the Subdivision.
  - (2) Any change of a location of a detention basin from that shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C" shall require approval of the City Engineer, as will any relocation of the basin from its City approved location.
  - (3) The detention basins shall be on private property. Subdivider at its cost shall be responsible for construction and continuous and permanent maintenance and repair of all detention basins and facilities located within the Subdivision.
  - (4) The City shall have an easement for access to all detention basins, as may be relocated or redesigned from time to time in accordance with this Section 11,

for inspection and any follow up, in the City's sole discretion, as is set forth in the Post Construction Storm Water Management Plan Maintenance Agreement and Easement attached as Exhibit "J", which Subdivider shall record with the Sarpy County Register of Deeds.

- (5) If a relocation or design modification of detention facilities is necessary or desirable, the Parties will make a good faith effort to cooperate in making such amendments to the Post Construction Storm Water Management Plan Maintenance Agreement and Easement as are needed to accommodate such relocation or design modification, which modification and amendments shall be in form and content satisfactory to the City Engineer.
- B. Annexation. Subdivider hereby agrees not to directly or indirectly fund or pursue, or encourage any other person to fund or pursue, any lawsuit or other action contesting annexation of the Subdivision, or any part thereof, by the City. Subdivider agrees that the City shall not be obligated to annex the Subdivision.
- C. All public improvements within the Plat shall be constructed to City approved specifications. The City shall have access to, over and otherwise with respect to all private roadways and private driveways and other improvements for public safety or the exercise of other governmental purposes, including, but not limited to, police, fire and rescue, and for the exercise of the rights granted or reserved to City under this Agreement.
- D. Subdivider on a permanent and continuous basis shall provide for proper and continuous maintenance and upkeep within the Subdivision in accordance with ordinances, codes, rules and regulations from time to time adopted or amended by the City and setting forth requirements applicable to maintenance and upkeep of residential real property and related improvements, including, but not limited to, requirements applicable to multifamily housing, residential rental properties and landscaping. When replacement of landscaping is required, the replacement shall be of the same or better quality, maturity, type and quantity as the plants or materials originally required.
- E. If Subdivider fails to timely and fully perform any responsibility set forth in Subsection D of this Section within thirty (30) days after written notice from the City of such failure or such later time period as set forth in the next sentence, the City, at its option, may itself take such curative or remedial action as it determines appropriate, or cause such action to be taken, and assess any cost thereof against the Subdivider or against Lots 1-4 of the Subdivision as a lien. If it is not possible for Subdivider to perform such responsibility within such thirty (30) day period, such period of time shall be extended by the number of days reasonably necessary to perform such responsibility, provided that Subdivider commences curative actions within the time required by this subsection E and diligently pursues and completes the same as soon as reasonably possible, and provided further that allowing additional time does not present or increase risk of harm to persons or property.
- F. Subdivider, before any voluntary or involuntary sale, transfer or conveyance resulting in separate ownership of any two or more parts of the Property, shall record with the Sarpy County Register of Deeds a declaration of covenants running with all property within the Subdivision (except any vacant property sold, transferred or conveyed that will not be served by any public services or public or private improvements to, from, over, under, through or across the remaining property, and that will not serve the remaining property by any public services or public or private improvements to, from, over, under, through or across the vacant

property) and in form and content satisfactory to the City Engineer, which document shall provide for access, use, maintenance, upkeep, replacement and repair of services, equipment, facilities or improvements serving or shared by more than one subdivided portion of the Property, including without limitation, services, equipment, facilities or improvements relating to sewers, gas, water, electric, telecommunications, cable or other utilities, roads, parking or recreation.

- G. Subdivider shall be responsible for ensuring compliance with requirements regarding erosion control when developing the Subdivision.
- H. Any City approval or any notice required under this Agreement must be in writing to be effective.
- I. If any provision of this Agreement is determined unenforceable, the unenforceable provision shall be deemed stricken and the remainder of the Agreement shall be enforced. This Agreement shall be governed and construed in accordance with Nebraska law and the Parties submit to the jurisdiction and venue of the District Court of Sarpy County to resolve any dispute hereunder, and agree not to challenge said jurisdiction or venue
- J. City Engineer Review. All preliminary plans described in this Agreement shall be finalized and subject to review and final approval of the City Engineer prior to building permit approval, grading permit approval, storm water management permit approval, and authorization to construct public improvements as applicable.
- K. Covenants Running With the Land. The final plat and this Agreement and the obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider, Developer and Association, and all of their respective successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against any property within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider, Developer or Association. City shall have the right, but not the obligation, to enforce any and all covenants. It is further agreed that after City releases the final plat and this Agreement for recording, Subdivider promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska. It is expressly agreed, however, that City shall not release the final plat or this Agreement for recording until City is satisfied that Subdivider and Developer have concluded (closed), or made arrangements satisfactory to the City to conclude (close), their respective transactions requiring the actual construction of Private Improvements within the Replatted Area. It is further expressly agreed that, if the condition described in the immediately preceding sentence has not occurred within twelve (12) months after the date of this Subdivision Agreement, neither Subdivider nor Developer shall be entitled without the written consent of the City and any amendments of this Agreement or the Replat as the City Engineer determines necessary, to move forward with the project. Provided, however, the City Administrator periodically may extend the time for performance under this Section 16.

14. Staking Bond. Developer shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area.

15. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the final plat. Roads and driveways identified in Exhibit "F" for use of the public shall be constructed to City approved specifications and shall not be less than seven inches (7") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.

16. Easements. All proposed easements by the Subdivider, and easements required by the City, as set forth in Exhibit "H," for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by instruments separate from the final plat, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City. Any proposed modification of any Easements shall be subject to approval of, and in form and content satisfactory to, the City Engineer, and recording of the modification by the Subdivider immediately after said appeal is provided.

17. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.

18. Ownership Representation. Kevin James for Vandelay Investments LLC, by signing below and the Final Plat of Echo Hills Lots 1, 2, 3 & 4, does warrant and represent that it has executed the Final Plat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the Replatted Area at date of execution of this Agreement and at date of recording the final plat.

19. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the final plat. Roads and driveways identified in Exhibit "D" for use of the public shall be constructed to City approved specifications and shall not be less than seven inches (7") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.

20. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.

21. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.

22. Recitals/Exhibits Summary. The recitals set forth on pages 1 and 2 above are incorporated herein by reference and made a part of this Agreement. Except as otherwise noted, the following attached Exhibits were prepared by TD2 Engineering & Surveying engineers for Subdivider. The Exhibits (Exhibits "A" thru "J") are attached hereto and made a part of this Agreement, and said Exhibits are incorporated herein by this reference as follows, together with any other documents or instruments referenced in this Agreement:

Exhibit "A"	Final Plat
Exhibit "B"	Conditional Use Permits
Exhibit "C"	Preliminary Paving and Storm Sewer Plan
Exhibit "D"	Planned Unit Development ("PUD") Site Plan
Exhibit "E"	Landscaping Plan
Exhibit "F"	Drainage Study (Executive Summary)
Exhibit "G"	Post Construction Storm Water Management Plan
Exhibit "H"	Preliminary Sanitary Sewer & Water Plan
Exhibit "I"	Sewer Connection Agreement
Exhibit "J"	Post Construction Storm Water Management Plan Maintenance Agreement and Easement

IN WITNESS WHEREOF, we, the Parties hereto, by our respective duly authorized agents, hereto affix our signatures the day and year first above written.

Owner:

Vandelay Investments LLC, a Nebraska limited liability company

By:

Date:

## ACKNOWLEDGMENT OF NOTARY

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_ personally known by me to be Manager of Liberty Funding, L.L.C., a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

---

## Notary Public

ATTEST:

## CITY OF LA VISTA

Pamela Buethe, City Clerk

Douglas Kindig, Mayor

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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

---

## Notary Public



# Exhibit B1

## CITY OF LAVISTA CONDITIONAL USE PERMIT

### Conditional Use Permit for an Assisted Living Facility (Echo Hills Assisted Living & Memory Care) Lot 1 Echo Hills Replat Four

This Conditional Use Permit issued this \_\_\_\_ day of \_\_\_\_\_, 2020, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, West Management, LLC., a limited liability company authorized to do business in Nebraska ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate an assisted living and memory care facility to be known as Echo Hills Assisted Living and Memory Care upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 1 Echo Hills Replat Four, a subdivision in Sarpy County, Nebraska (the "Property") as depicted in Exhibit "A" the final plat; and

WHEREAS, Owner has applied for a Conditional Use Permit for the purpose of constructing and operating an assisted living and memory care facility; and

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

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Conditional Use Permit is issued to the owner to use the area designated on the final plat as Lot 1 on Exhibit "A" hereto for an assisted living and memory care facility, said use hereinafter being referred to as "Permitted Use or Use".

#### **Conditions of the Permit**

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any material breach hereof shall cause Permit to expire and terminate, subject to the rights of the Owner to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Uses:
  - a. The site plan (the "Site Plan") showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit "B".
  - b. Operations on the property will be limited to and carried out in accordance with the Operational Statement attached as Exhibit "C" and incorporated into this permit by reference.
  - c. Architectural review of the building design, landscaping, and lighting has been completed and the foregoing plans are approved as shown in Exhibits "D" through "F".
  - d. The Property shall be developed and maintained in accordance with the Site Plan and all other Exhibits of this Agreement, as well as the final plat of Lots 1-4 Echo Hills Replat Four ("Final Plat"), Planned Unit Development Plan ("PUD") and Subdivision Agreement applicable to the Property, ("Subdivision Agreement"), as approved by the City and incorporated herein by this reference.

Any modifications to the Site Plan must be submitted to the Chief Building Official for approval. Modification of any other document or Exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.

- e. All signage, including without limitation design, location, placement and dimensions, shall be subject to approval of the Community Development Department, per the La Vista Zoning Ordinance.
- f. As-built topographic surveys of the storm water detention areas constructed in accordance with the Subdivision Agreement shall be provided to the City before certificates of occupancy are issued for any completed building on the Property, with a requirement that any variances from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.
- g. Owner shall obtain all required permits for the Uses from the City of La Vista.
- h. Owner shall comply (and shall ensure that all structures, appurtenances and improvements on the Property at any time comply) with any applicable federal, state and/or local laws, rules or regulations, as amended or in effect from time to time, including, but not limited to, applicable building codes, fire codes, ADA requirements, and environmental or safety laws, rules or regulations.
- i. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner or its agents, employees, assigns, suppliers or invitees relating to the Owner's Uses of the Property, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation but excluding any liability, loss, claim or expense proximately caused by the sole negligence of the City.
- j. A drainage study for the Property has been completed, as referenced in the Subdivision Agreement, with respect to the proposed Uses on Lots 1-4 Echo Hills Replat Four. Owner agrees to comply with requirements related to drainage that are specified in said Subdivision Agreement.
- m. Owner shall ensure that the public-facing front office on the property will be staffed during normal business hours.
- n. If at any time any part of Lot 1 Echo Hills Replat Four is owned by any person or entity other than Owner, all owners shall cooperate and coordinate to carry out Subdivider (as "Subdivider" is defined in the Subdivision Agreement) obligations under the Subdivision Agreement.
- o. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height and screened accordingly.
- p. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the approved landscaping plan (Exhibit "D") and the requirements of the Gateway Corridor District.
- q. This continuing care facility is intended for assisted living and memory care. Facilities shall be exclusively operated for, marketed and leased to, and occupied by persons age 55 and older, or as otherwise required to provide reasonable accommodations to disabled residents under applicable laws, rules or regulations. To carry out this requirement, Owner shall:
  - (i) From time to time during this permit, adopt, publish and adhere to written rules, policies and procedures to implement and carry out said requirement in accordance with 24 CFR Section 100.306, as adopted, amended or superseded from time to time, subject to review and approval of the City Administrator, which approval shall not be withheld or refused so long as the rules, policies and procedures satisfy the requirements of "c" above and 24 CFR Section 100.306; and
  - (ii) Take all other actions during this permit as may be required from time to time under the Federal Fair Housing Act, Housing for Older Persons Act of 1995, Nebraska Fair Housing Act, or any other applicable laws, rules or regulations, as adopted, amended or superseded

from time to time, to carry out this subparagraph "c" in accordance with all applicable requirements, and specifically to qualify and continue the qualification of the facility as senior housing exempt from any applicable familial status protections.

3. The Owner's right to maintain the Uses of the Property, as contemplated by this Permit, shall be based on the following conditions:
  - a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked (with respect to a particular Use) only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Owner and opportunity to cure in the time and manner described below.
  - b. Construction will be in accordance with the City Building Code. Time limitation for building permits shall be in accordance with the City Building Code. Extensions shall be requested in writing and justifiable cause demonstrated.
  - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property as related to said structures, facilities or materials.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
  - a. Owner's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Owner fails to commence construction of the buildings within the time provided by Section 4(b) above.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Uses, and such cancellation, revocation denial or failure to maintain any federal, state or local permit required for the use is not cured in the time and manner described below, so long as curative rights are provided under laws, rules and regulations governing said permit.
  - c. Owner's construction or placement of a storage tank, structure or other improvement on the Property, (except during construction of any phase of the project) not specified in this Permit and Owner's failure to cure such breach in the time and manner described below after City's giving notice thereof.
  - d. Owner's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. If construction of the improvements on the Property has not been commenced within twelve (12) months from the date of this Permit, this Permit shall be null and void and all rights hereunder shall lapse; provided, however, Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
6. If the Owner upon the expiration or termination of this Permit fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Owner or any third party to exercise said option) cause the same to be removed at Owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards or nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.
7. If any provision, or any portion thereof, contained in this Permit is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall

not be affected, and shall remain in full force and effect.

8. The conditions and terms of this Permit shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of, the Owner, its successors and assigns.
9. Delay of City to terminate this Permit on account of breach of Owner of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
10. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to written notice and opportunity to cure a breach of this Permit as follows. City will notify the Owner in writing of any breach of this Permit and Owner shall be permitted to cure any breach. Such written notice shall specify the particular conditions giving rise to the breach, and, to the extent known, what actions are required to cure such breach. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section 10 and diligently pursued and completed as soon as is reasonably possible, and allowing additional time does not substantially increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
11. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
12. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

To Owner: West Management, LLC  
Attn: Brett West  
3042 Sheridan Blvd  
Lincoln, NE 68502

13. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.
14. Exhibits. The following exhibits are incorporated herein by reference:

Exhibit "A":	Final Plat
Exhibit "B":	Site Plan
Exhibit "C":	Operating Statement
Exhibit "D":	Landscaping Plan
Exhibit "E":	Site Lighting Plan
Exhibit "F":	Elevation Renderings

### Effective Date:

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

## THE CITY OF LA VISTA

By Douglas Kindig, Mayor

Attest:

---

Pamela A Buethe, CMC  
City Clerk

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Permit, and they acknowledged the execution thereof to be their voluntary act and deed.

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

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

Owner:

West Management, L.L.C., a  
limited liability company

By: \_\_\_\_\_, it's owner

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_ personally known by me to be an owner of West Management L.L.C., a limited liability company, and the identical person whose name is affixed to the foregoing Permit, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

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## Notary Public



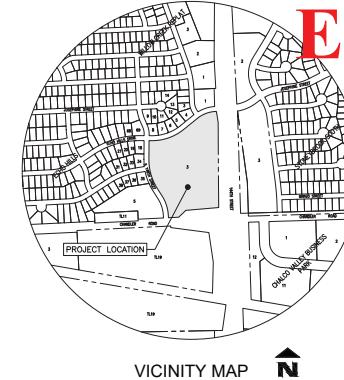
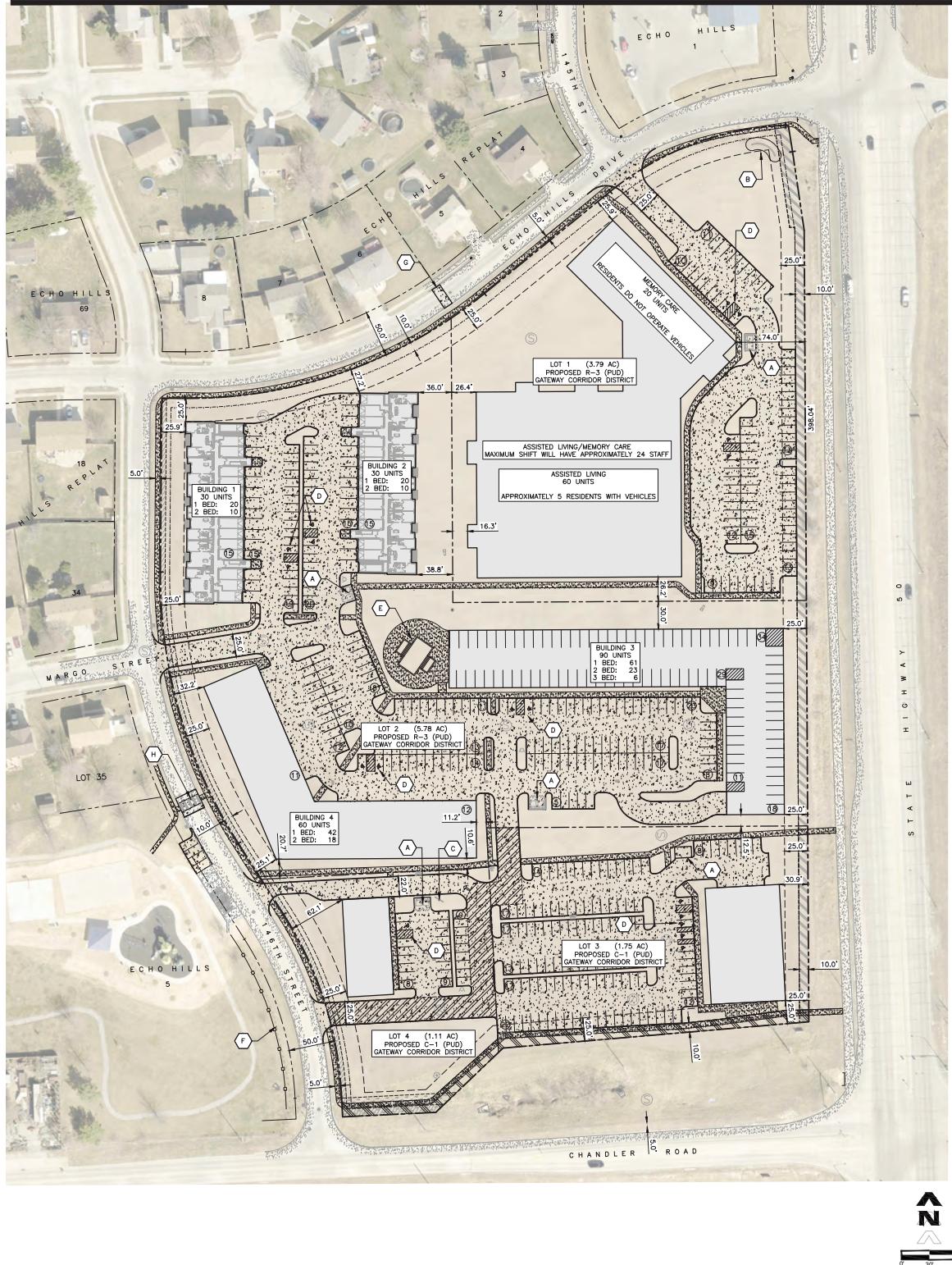
# Exhibit B

**TD2**  
engineering & surveying

thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 www.td2co.com

Project Name

Echo Hills Replat 4  
Lots 1 - 4



## SITE KEY NOTES

- A. TRASH ENCLOSURE LOCATION
- B. MONUMENT SIGN LOCATION
- C. DRIVE THRU SIGN LOCATION
- D. PROPOSED ADA STALLS
- E. PROPOSED POOL LOCATION
- F. PROPOSED FENCE LOCATION
- G. PROPOSED SPEED HUMP
- H. PROPOSED SPEED TABLE & PEDESTRIAN CROSSING

## LEGAL DESCRIPTION

ECHO HILLS REPLAT 4, LOTS 1-4, BEING A REPLAT OF LOT 3, ECHO HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

## LEGEND

- PROPOSED P.C.C. PAVEMENT
- PROPOSED P.C.C. SIDEWALK
- PROPOSED SANITARY SEWER MANHOLE
- PARCEL BOUNDARY
- PROPOSED LOT LINES
- BUILDING SETBACK
- LANDSCAPE SETBACK
- PROPOSED ACCESS EASEMENT
- PROPOSED SIDEWALK EASEMENT
- PERMANENT SANITARY SEWER EASEMENT AS SHOWN ON THE FINAL PLAT OF ECHO HILLS.
- UTILITY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT AND NORTHWESTERN BELL TELEPHONE COMPANY IN THE FINAL PLAT DEED OF ECHO HILLS.
- EASEMENT AND RIGHT-OF-WAY GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, RECORDED AS INSTRUMENT NO. 98-10443 OF THE SARPY COUNTY RECORDS.

## BUILDING HEIGHT

LOT NUMBER	BUILDING NUMBER/NAME	STORIES	HEIGHT
1	ASSISTED LIVING	2	39'
	MEMORY CARE	1	20'-24'
2	BUILDING 1	3	45' MAX
	BUILDING 2	3	45' MAX
	BUILDING 3	3	45' MAX
3	RETAIL	1	20'-24'
4	RETAIL	1	20'-24'

## SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (SF/AC)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SF)	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SF)	TOTAL OPEN SPACE (%)
LOT 1	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	165,264 SF / 3.79 AC	61,216	37	122,432 SF	38,500	99,716	60 %	65,548	40 %
LOT 2	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	251,772 SF / 5.78 AC	81,500	32	237,900 SF	97,145	178,645	71 %	73,127	30 %
LOT 3	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	93,238 SF / 1.75 AC	9,600	13	9,600 SF	46,100	55,700	72 %	20,528	27 %
LOT 4	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	48,135 SF / 1.11 AC	5,240	10	5,240 SF	19,170	24,410	47 %	23,725	49 %

## PARKING SUMMARY

LOT NUMBER	PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
1	60 ASSISTED CARE UNITS & 20 MEMORY CARE UNITS	80 + 24 EMPLOYEES**	83
2	210 UNITS	105 COVERED	145
	283 BEDROOMS	283	352
3	10,400 SF (INCLUDES OUTDOOR SEATING)	104 + EMPLOYEE	124
4	4,200 SF	21	26

\*\* APPROXIMATELY 5 ASSISTED LIVING RESIDENTS OPERATE VEHICLES & MEMORY CARE RESIDENTS DO NOT OPERATE VEHICLES

## PHASING INFORMATION

PHASE NUMBER	LOT NUMBER	PROPOSED USE
PHASE 1	LOT 3	COMMERCIAL
PHASE 2	LOT 1	ASSISTED LIVING
PHASE 3	LOT 2	MULTI-FAMILY
PHASE 4	LOT 4	COMMERCIAL

Client Name  
West Management  
L.L.C.

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Updates Per City Comments	01-20-20
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## Operating Statement

### **Echo Hills Assisted Living and Memory Care**

The Echo Hills Assisted Living and Memory Care project will include an 80 unit assisted living and memory care facility consisting of a two-story, 60 unit assisted living building with a one-story wing that will include 20 memory care units. All the units will be rented at market rates and will include 24-hour nursing care for residents that will be tailored to their specific needs. A private courtyard, library, exercise room, daily dining, and shuttle service will be provided for the assisted living residents, while the memory care facility will include a private yard for its residents and controlled access. A total of 10 to 15 full time and part time administrative, nursing, nutrition, and property management positions will be required to operate the facility at any one time. A total of approximately 40 staff will be employed. The property will be managed by MJ Senior Housing, which currently manages several similar facilities in Omaha, Lincoln, and across eastern Nebraska. The facility will be staffed with an Executive Director who will oversee the operations on a daily basis and facilities staff will be available 24 hours a day for any maintenance concerns. The project will be a class A facility and we expect to be 95% full within 18 months of opening. Construction is targeted to start in fall of 2020 and open up in early 2022.

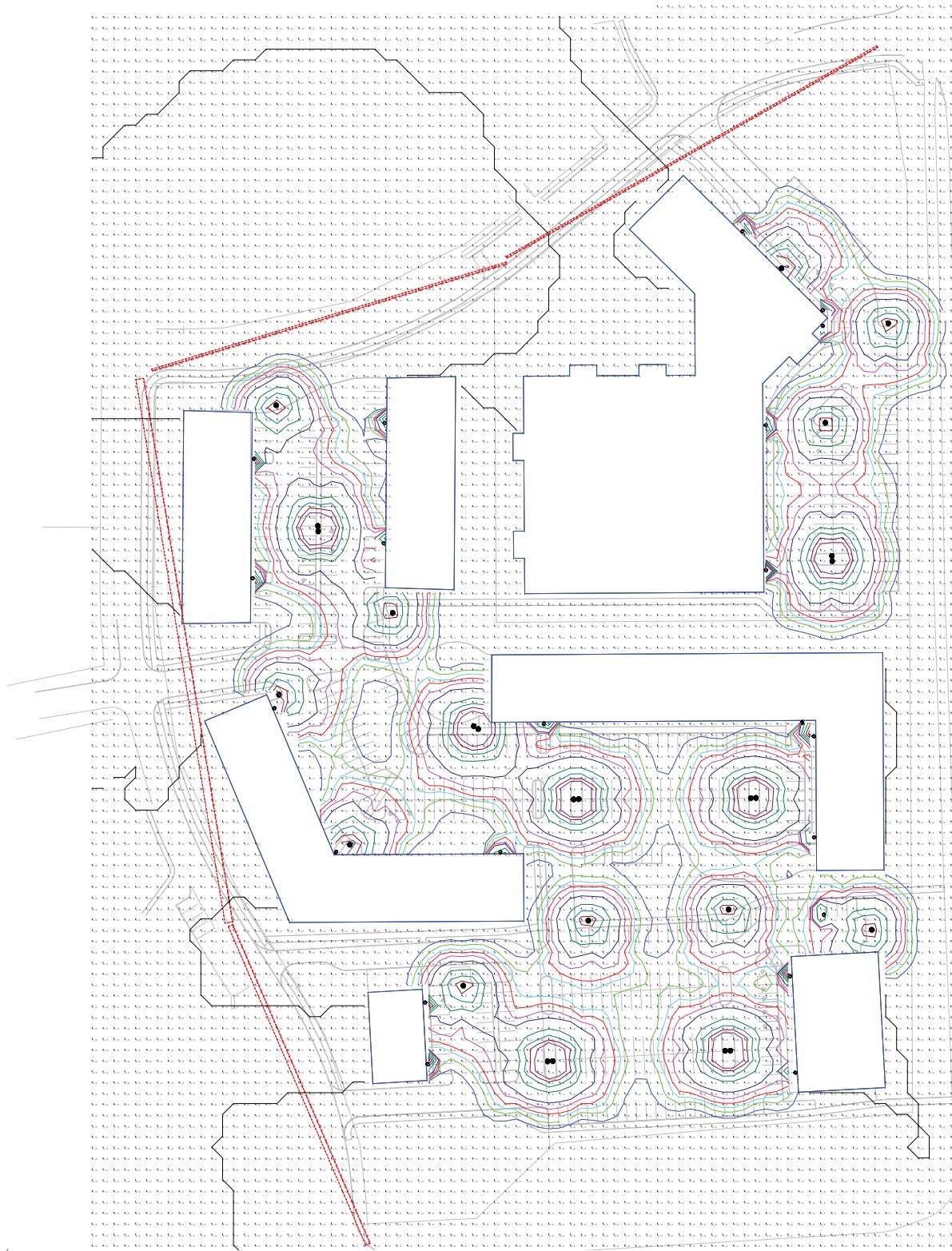
# Exhibit D

## West Management L.L.C.

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Updates Per City Comments	01-20-20
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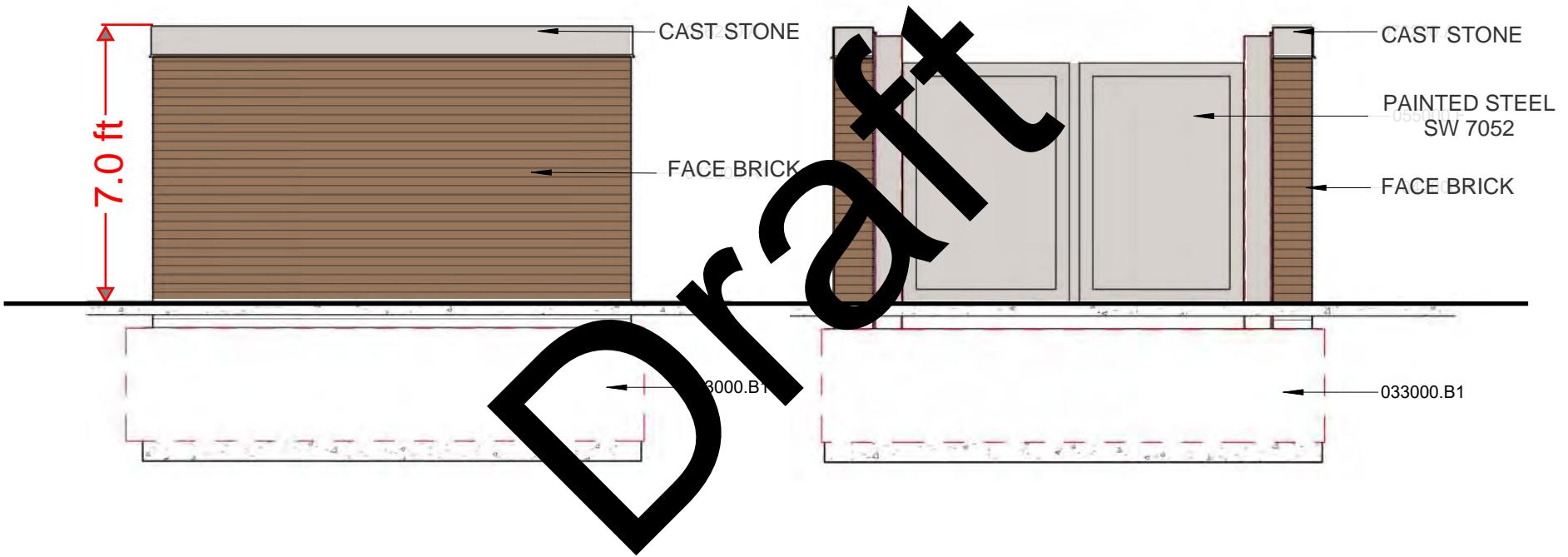


ILLUMINANCE [FC]			
Label	Avg	Max	Min
NE VERT	0.00	0.0	0.0
NW VERT	0.01	0.1	0.0
Site	0.34	9.9	0.0
SW VERT	0.00	0.0	0.0
W VERT	0.00	0.0	0.0

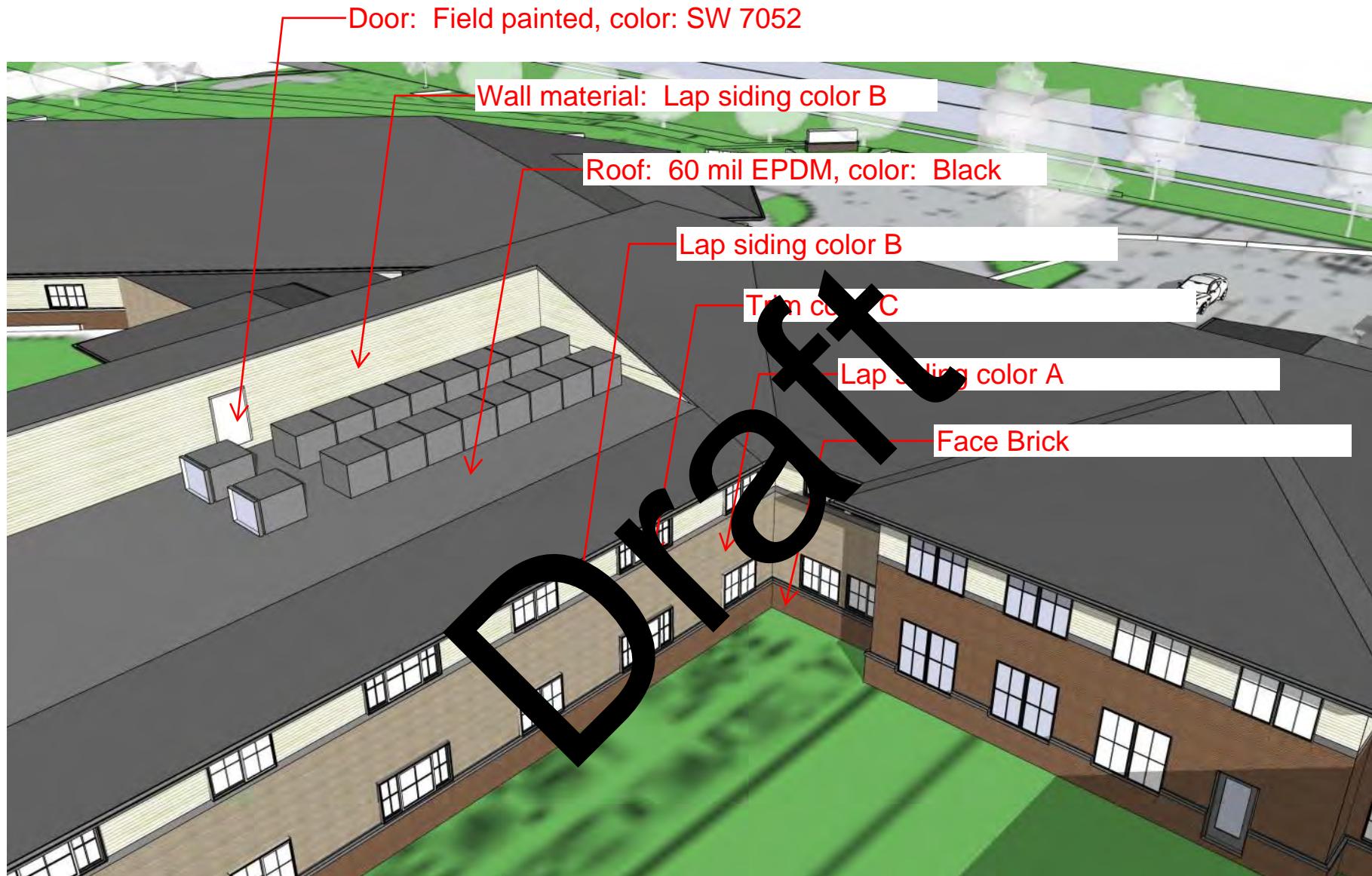
ECHO HILLS  
SITE PHOTOMETRICS  
SCALE: 1" = 40'-0" ON 30X42

**Exhibit E**





TRASH ENCLOSURE  
SUPPLEMENTAL INFORMATION



MATERIALS IN COURTYARD & MECHANICAL AREA  
SUPPLEMENTAL INFORMATION

CITY OF LAVISTA  
CONDITIONAL USE PERMIT

# Exhibit B2

**Conditional Use Permit for Multiple Family Dwellings  
(Echo Hills Apartments)  
Lot 2 Echo Hills Replat Four**

This Conditional Use Permit is issued this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City") to West Management, LLC., a limited liability company authorized to do business in Nebraska ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a multiple family dwelling complex to be known as the Echo Hills Apartments upon the following described tract of land within the City of La Vista's zoning jurisdiction:

Lot 2 Echo Hills Replat Four, a subdivision in Sarpy County, Nebraska (the "Property") as depicted in Exhibit "A" the final plat; and

WHEREAS, Owner has applied for a Conditional Use Permit for the purpose of constructing and operating a multiple family dwelling complex on the Property as described above; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit to the Owner for such purposes, subject to certain conditions and agreements as hereinafter provided (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Owner to use the Property for the purposes described above, said use hereinafter being referred to interchangeably as a "Permitted Uses" or "Uses".

### **Conditions of the Permit**

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any material breach hereof shall cause Permit to expire and terminate, subject to the rights of the Owner to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Uses:
  - a. The site plan (the "Site Plan") showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit "B".
  - b. Operations on the property will be limited to and carried out in accordance with the Operational Statement attached as Exhibit "C" and incorporated into this permit by reference.
  - c. Architectural review of the building design, landscaping, and lighting has been completed and the foregoing plans are approved as shown in Exhibits "D" through "F".
  - d. The Property shall be developed and maintained in accordance with the Site Plan and all other Exhibits of this Agreement, as well as the final plat of Lots 1-4 Echo Hills Replat Four ("Final Plat"), Planned Unit Development Plan ("PUD") and Subdivision Agreement applicable to the Property, ("Subdivision Agreement"), as approved by the City and incorporated herein by this reference.

Any modifications to the Site Plan must be submitted to the Chief Building Official for approval. Modification of any other document or Exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.

- e. All signage, including without limitation design, location, placement and dimensions, shall be subject to approval of the Community Development Department, per the La Vista Zoning Ordinance.
- f. As-built topographic surveys of the storm water detention areas constructed in accordance with the Subdivision Agreement shall be provided to the City before certificates of occupancy are issued for any completed building on the Property, with a requirement that any variances from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.
- g. No vehicle repair (other than emergency maintenance such as changing a tire), inoperable or abandoned vehicles, or storage of vehicles shall be allowed in the parking areas on the Property shown on Exhibit "B". The Owner shall have seventy-two (72) hours after notice from the City or other appropriate political subdivision to correct any violation or cause the removal of any such vehicle that is in violation.
- h. Owner shall obtain all required permits for the Uses from the City of La Vista.
- i. Owner shall comply (and shall ensure that all structures, appurtenances and improvements on the Property at any time comply) with any applicable federal, state and/or local laws, rules or regulations, as amended or in effect from time to time, including, but not limited to, applicable building codes, fire codes, ADA requirements, and environmental or safety laws, rules or regulations.
- j. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner or its agents, employees, assigns, suppliers or invitees relating to the Owner's Uses of the Property, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation but excluding any liability, loss, claim or expense proximately caused by the sole negligence of the City.
- k. A drainage study for the Property has been completed, as referenced in the Subdivision Agreement, with respect to the proposed Uses on Lots 1-4 Echo Hills Replat Four. Owner agrees to comply with requirements related to drainage that are specified in said Subdivision Agreement.
- m. Owner shall ensure that the leasing and business office on the property will be staffed during normal business hours.
- n. If at any time any part of Lot 2 Echo Hills Replat Four is owned by any person or entity other than Owner, all owners shall cooperate and coordinate to carry out Subdivider (as "Subdivider" is defined in the Subdivision Agreement) obligations under the Subdivision Agreement.
- o. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height and screened accordingly.
- p. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the approved landscaping plan (Exhibit "D") and the requirements of the Gateway Corridor District.

3. The Owner's right to maintain the Uses of the Property, as contemplated by this Permit, shall be based on the following conditions:

- a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked (with respect to a particular Use) only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Owner and opportunity to cure in the time and manner described below.
- b. Construction will be in accordance with the City Building Code. Time limitation for building permits shall be in accordance with the City Building Code. Extensions shall be requested in writing and

justifiable cause demonstrated.

- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property as related to said structures, facilities or materials.

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

- a. Owner's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Owner fails to commence construction of the buildings within the time provided by Section 4(b) above.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Uses, and such cancellation, revocation denial or failure to maintain any federal, state or local permit required for the use is not cured in the time and manner described below, so long as curative rights are provided under laws, rules and regulations governing said permit.
- c. Owner's construction or placement of a storage tank, structure or other improvement on the Property, (except during construction of any phase of the project) not specified in this Permit and Owner's failure to cure such breach in the time and manner described below after City's giving notice thereof.
- d. Owner's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. If construction of the improvements on the Property has not been commenced within twelve (12) months from the date of this Permit, this Permit shall be null and void and all rights hereunder shall lapse; provided, however, Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

6. If the Owner upon the expiration or termination of this Permit fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Owner or any third party to exercise said option) cause the same to be removed at Owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards or nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

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

8. The conditions and terms of this Permit shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of, the Owner, its successors and assigns.

9. Delay of City to terminate this Permit on account of breach of Owner of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

10. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to written notice and opportunity to cure a breach of this Permit as follows. City will notify the Owner in

writing of any breach of this Permit and Owner shall be permitted to cure any breach. Such written notice shall specify the particular conditions giving rise to the breach, and, to the extent known, what actions are required to cure such breach. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section 10 and diligently pursued and completed as soon as is reasonably possible, and allowing additional time does not substantially increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

11. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
12. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

To Owner:    West Management, LLC  
Attn: Brett West  
3042 Sheridan Blvd  
Lincoln, NE 68502

13. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.
14. Exhibits.    The following exhibits are incorporated herein by reference:

Exhibit "A":	Final Plat
Exhibit "B":	Site Plan
Exhibit "C":	Operating Statement
Exhibit "D":	Landscaping Plan
Exhibit "E":	Site Lighting Plan
Exhibit "F":	Elevation Renderings

### Effective Date:

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

## THE CITY OF LA VISTA

By Douglas Kindig, Mayor

Attest:

---

Pamela A Buethe, CMC  
City Clerk

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Permit, and they acknowledged the execution thereof to be their voluntary act and deed.

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

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

Owner:

West Management, L.L.C., a  
limited liability company

By: \_\_\_\_\_, it's owner

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_ personally known by me to be an owner of West Management L.L.C., a limited liability company, and the identical person whose name is affixed to the foregoing Permit, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

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## Notary Public



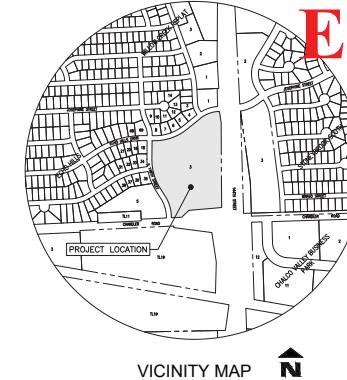
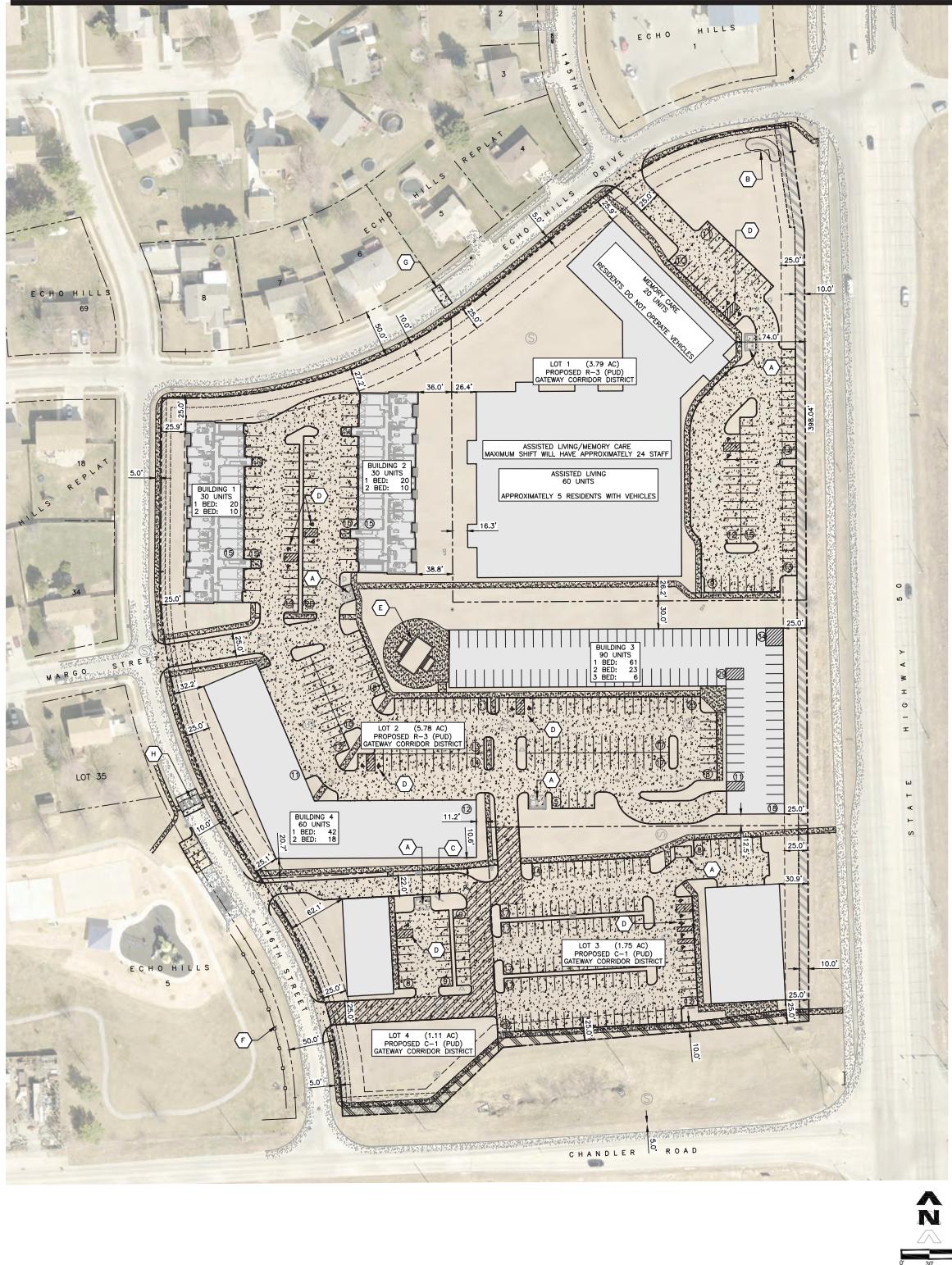
# Exhibit B

**TD2**  
engineering & surveying

thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 www.td2co.com

Project Name

Echo Hills Replat 4  
Lots 1 - 4



## SITE KEY NOTES

- A. TRASH ENCLOSURE LOCATION
- B. MONUMENT SIGN LOCATION
- C. DRIVE THRU SIGN LOCATION
- D. PROPOSED ADA STALLS
- E. PROPOSED POOL LOCATION
- F. PROPOSED FENCE LOCATION
- G. PROPOSED SPEED HUMP
- H. PROPOSED SPEED TABLE & PEDESTRIAN CROSSING

## LEGAL DESCRIPTION

ECHO HILLS REPLAT 4, LOTS 1-4, BEING A REPLAT OF LOT 3, ECHO HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

## LEGEND

- PROPOSED P.C.C. PAVEMENT
- PROPOSED P.C.C. SIDEWALK
- PROPOSED SANITARY SEWER MANHOLE
- PARCEL BOUNDARY
- PROPOSED LOT LINES
- BUILDING SETBACK
- LANDSCAPE SETBACK
- PROPOSED ACCESS EASEMENT
- PROPOSED SIDEWALK EASEMENT
- PERMANENT SANITARY SEWER EASEMENT AS SHOWN ON THE FINAL PLAT OF ECHO HILLS.
- UTILITY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT AND NORTHWESTERN BELL TELEPHONE COMPANY IN THE FINAL PLAT DEED OF ECHO HILLS.
- EASEMENT AND RIGHT-OF-WAY GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, RECORDED AS INSTRUMENT NO. 98-10443 OF THE SARPY COUNTY RECORDS.

## BUILDING HEIGHT

LOT NUMBER	BUILDING NUMBER/NAME	STORIES	HEIGHT
1	ASSISTED LIVING	2	39'
	MEMORY CARE	1	20'-24'
2	BUILDING 1	3	45' MAX
	BUILDING 2	3	45' MAX
	BUILDING 3	3	45' MAX
3	RETAIL	1	20'-24'
4	RETAIL	1	20'-24'

## SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (SF/AC)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SF)	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SF)	TOTAL OPEN SPACE (%)
LOT 1	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	165,264 SF / 3.79 AC	61,216	37	122,432 SF	38,500	99,716	60 %	65,548	40 %
LOT 2	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	251,772 SF / 5.78 AC	81,500	32	237,900 SF	97,145	178,645	71 %	73,127	30 %
LOT 3	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	93,238 SF / 1.75 AC	9,600	13	9,600 SF	46,100	55,700	72 %	20,528	27 %
LOT 4	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	48,135 SF / 1.11 AC	5,240	10	5,240 SF	19,170	24,410	47 %	23,725	49 %

## PARKING SUMMARY

LOT NUMBER	PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
1	60 ASSISTED CARE UNITS & 20 MEMORY CARE UNITS	80 + 24 EMPLOYEES**	83
2	210 UNITS	105 COVERED	145
	283 BEDROOMS	283	352
3	10,400 SF (INCLUDES OUTDOOR SEATING)	104 + EMPLOYEE	124
4	4,200 SF	21	26

\*\* APPROXIMATELY 5 ASSISTED LIVING RESIDENTS OPERATE VEHICLES & MEMORY CARE RESIDENTS DO NOT OPERATE VEHICLES

## PHASING INFORMATION

PHASE NUMBER	LOT NUMBER	PROPOSED USE
PHASE 1	LOT 3	COMMERCIAL
PHASE 2	LOT 1	ASSISTED LIVING
PHASE 3	LOT 2	MULTI-FAMILY
PHASE 4	LOT 4	COMMERCIAL

Client Name  
West Management  
L.L.C.

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Updates Per City Comments	01-20-20
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# **Exhibit C**

## Operating Statement

### **Echo Hills Apartments**

The Echo Hills apartment complex will include 210 units spread over four, three-story buildings. The project will have two 30 plex buildings, one 60 plex building and one 90 plex building. The studio, one-bedroom, two- bedroom, and three-bedroom units will be rented at market rates. Amenities will include underground and attached parking garages, in ground pool and outdoor recreation area including firepits and seating areas, a lounge area and entertainment space and exercise facility for residents. The property will be managed by a professional third-party manager and will include an on-site leasing office, and dedicated leasing agent and 24 hour on-call maintenance staff. Construction will probably begin Winter of 2020 and the 30 plex buildings will probably open late 2021 with the balance of the buildings opening in 2022. We would anticipate an 18 month total construction period.

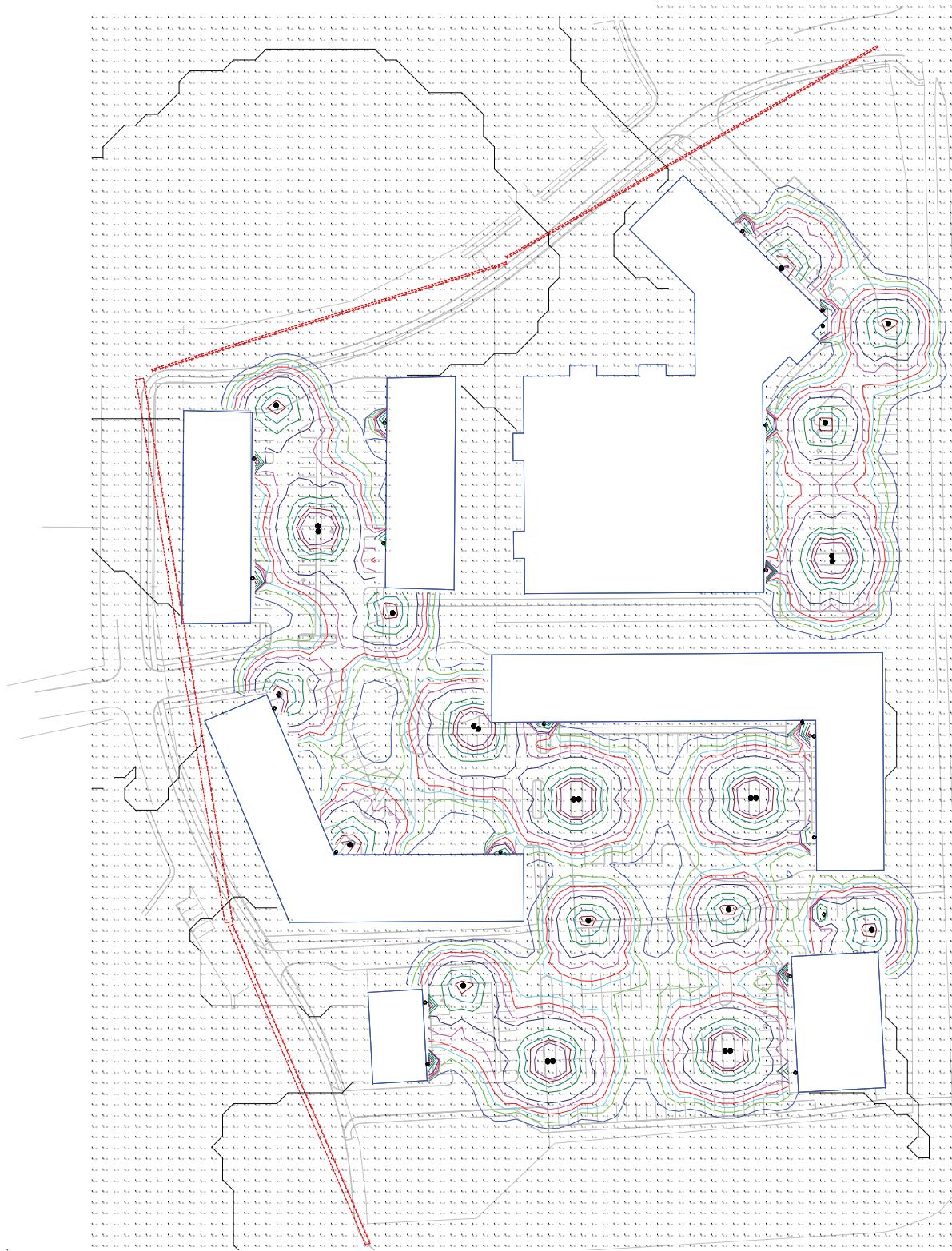
# Exhibit D

## West Management L.L.C.

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Updates Per City Comments	01-20-20
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ILLUMINANCE [FC]			
Label	Avg	Max	Min
NE VERT	0.00	0.0	0.0
NW VERT	0.01	0.1	0.0
Site	0.34	9.9	0.0
SW VERT	0.00	0.0	0.0
W VERT	0.00	0.0	0.0

ECHO HILLS  
SITE PHOTOMETRICS  
SCALE: 1" = 40'-0" ON 30X42

**Exhibit E**

# Exhibit F

A200

SHA Project

INCLAJR hill  
architects  
Lincoln, NE 68508  
T: 402/476 7331 F: 402/476  
8341

三

# WEST DEVELOPMENT

CHO HILLS APARTMENTS AND ASSISTED LIVING

**PLANNING  
REVIEW**  
NOT TO BE USED  
FOR CONSTRUCTION  
PROJECT CONSULTANTS

Revit Model 192013-02_Architectural_20	
RE-SUBMITTED	
04-08-2020	
PROJECT ARCHITECT:	XXX
OWNER:	XXX
APPROVED:	
ISSUED:	
EXPIRED:	01/01/20
R	



J1	BUILDING 2 - NORTH
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SCALE: 1



J8 BUILDING 2 SOUTH

E1 BUILDING 2 - EAST

SCALE: 1"



A1 BUILDING 2 - WEST

SCALE: 1"

# PLANNING REVIEW

NOT TO BE USED FOR  
CONSTRUCTION

2020

## CONSULTANTS

PROJECT

WEST DEVELOPMENT

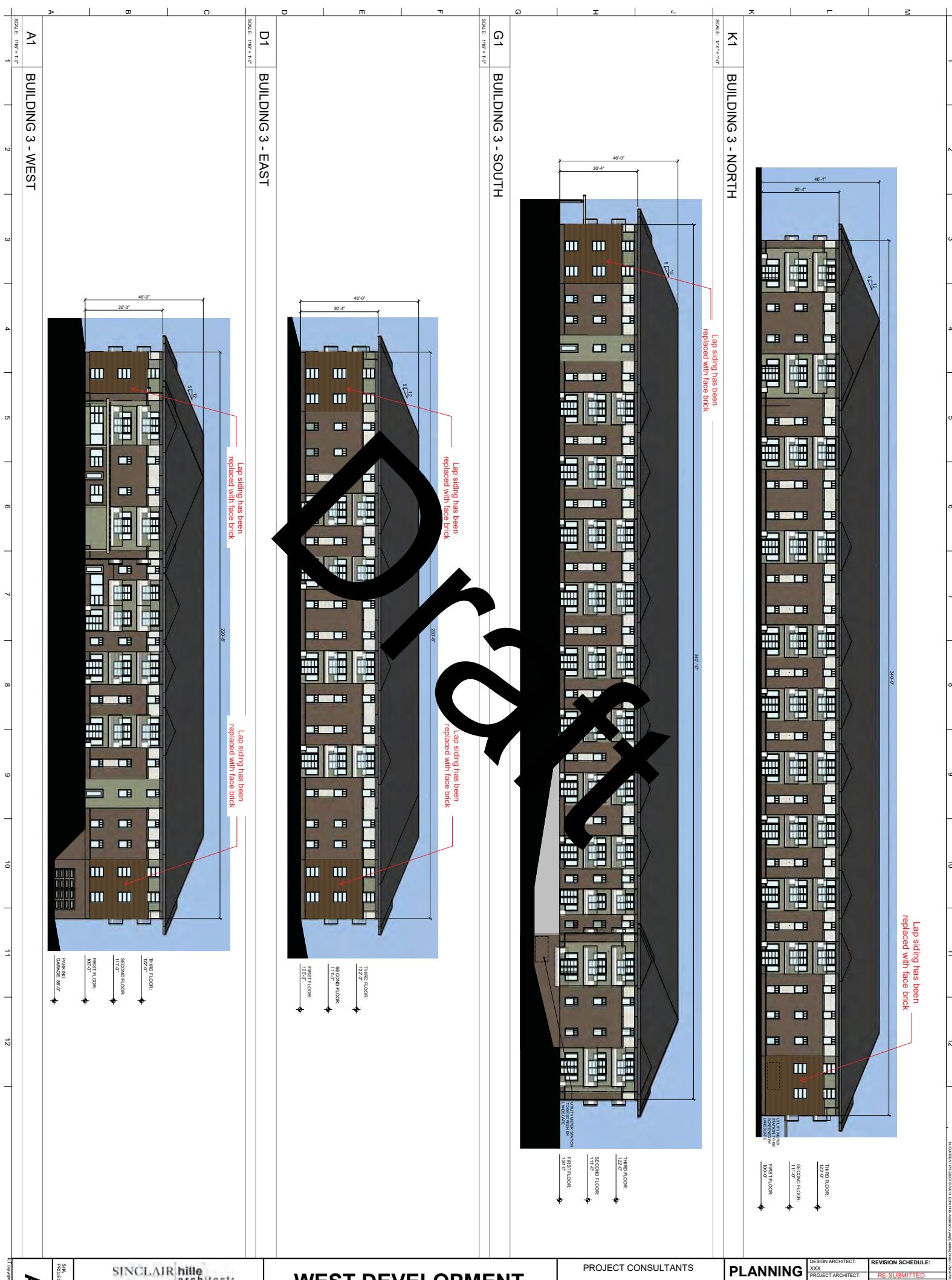
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architects

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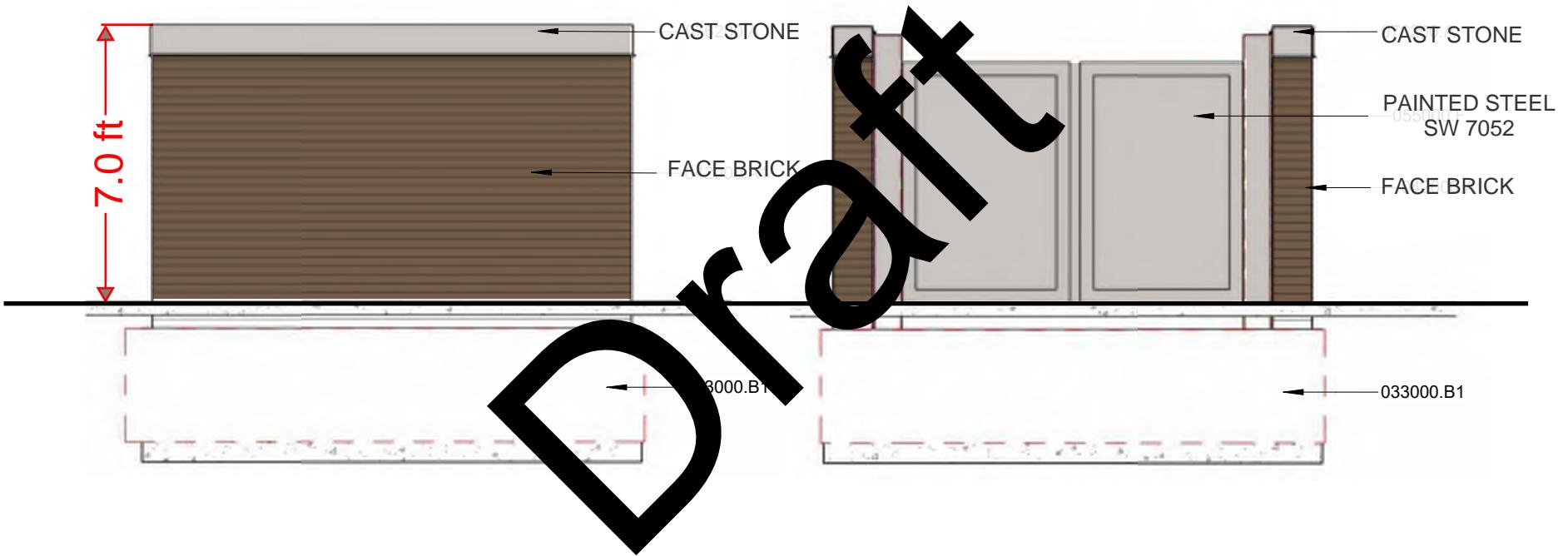
SHA PROJECT NO.	Project Number
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A201



<b>SINCLAIR</b> hillie architects	<b>WEST DEVELOPMENT</b>	<b>PROJECT CONSULTANTS</b>	<b>PLANNING REVIEW</b>
Lincoln, NE 68508 T-402 476 7331 F: 402 476 8341 700 Q St.	ECHO HILLS APARTMENTS AND ASSISTED LIVING		NOT TO BE USED FOR CONSTRUCTION
FORM PROJECT NO. Project Number			DESIGN ARCHITECT: XXX PROJECT ARCHITECT: XXX DRAWN BY: Author ISSUED: 02/19/20 RE-SUBMITTED 04-08-2020





TRASH ENCLOSURE  
SUPPLEMENTAL INFORMATION

# ECHO HILLS REPLAT 4

## LOTS 1 THRU 4

SARPY COUNTY, NEBRASKA



VICINITY MAP

### NOTES

- EXISTING ZONING IS GENERAL COMMERCIAL (C1 -- GATEWAY CORRIDOR). PROPOSED ZONING IS R-3 PUD GATEWAY CORRIDOR AND C-1 PUD GATEWAY CORRIDOR.
- EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2 FT. INTERVALS.
- WATER SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
- SEWER SHALL BE PROVIDED BY METROPOLITAN UTILITIES ENERGY DISTRICT.
- POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
- TRI-STATE UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.

### PROPERTY OWNER

MATT DARUNG  
3525 PARK STREET  
OMAHA, NE 68131  
PHONE: 402-342-9164

### SUBDIVIDER

WEST MANAGEMENT LLC  
2000 Q STREET  
LINCOLN, NE 68501  
PHONE: 402-437-3685

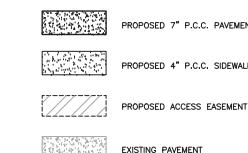
### ENGINEER

THOMPSON, DREESSEN & DORNER  
10836 OLD MILL ROAD  
OMAHA, NEBRASKA 68154  
PHONE: 402-330-8860

### LEGAL DESCRIPTION

ECHO HILLS REPLAT 4, LOTS 1-4, BEING A REPLATTING OF LOT 3, ECHO HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

### LEGEND



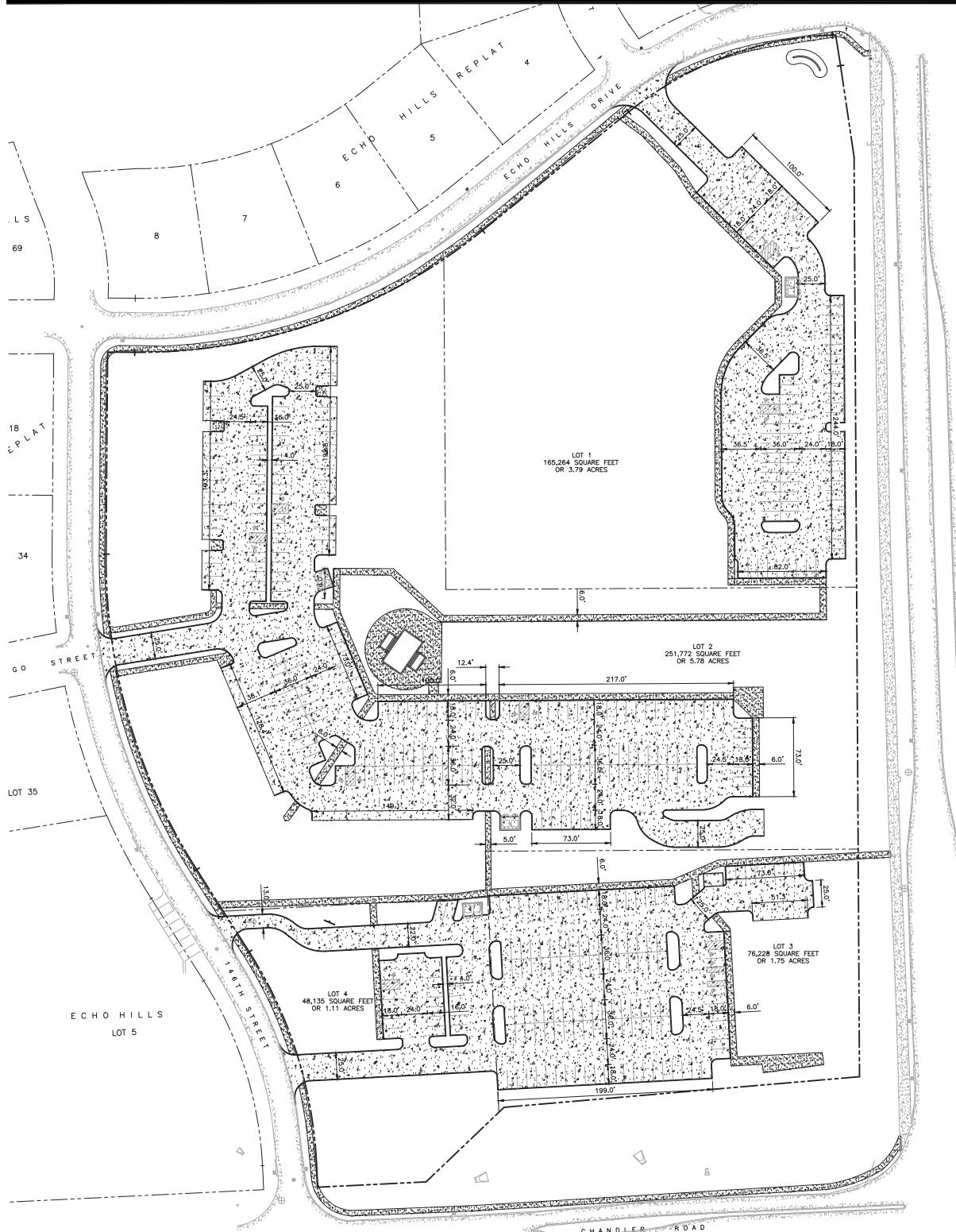
Drawn By: TDV Reviewed By: JAD  
Job No.: 2142-102 Date: 11-4-19

Sheet Title

Paving  
Improvements

Sheet Number

**Ex. D**



# Exhibit D

Client Name  
**West Management  
L.L.C.**

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Updates Per City Comments	01-20-20
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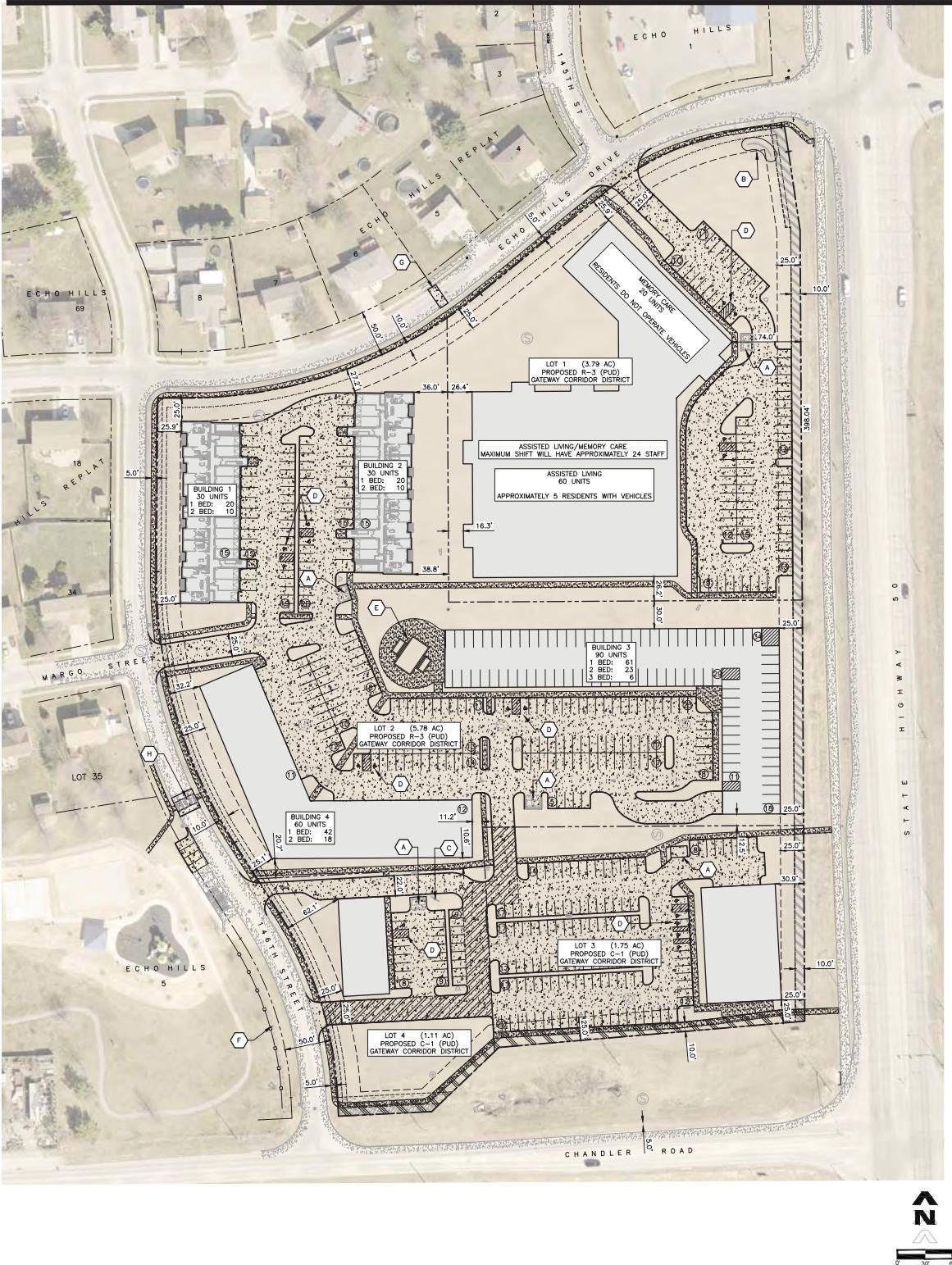
Drawn By: TD2 Reviewed By: JAD  
Job No.: 2142-102 Date: 11.04.19

Sheet Title

## PUD Site Plan

Sheet Number

**C1.0**



### SITE KEY NOTES

- A. TRASH ENCLOSURE LOCATION
- B. MONUMENT SIGN LOCATION
- C. DRIVE THRU SIGN LOCATION
- D. PROPOSED ADA STALLS
- E. PROPOSED POOL LOCATION
- F. PROPOSED FENCE LOCATION
- G. PROPOSED SPEED HUMP
- H. PROPOSED SPEED TABLE & PEDESTRIAN CROSSING

### LEGAL DESCRIPTION

ECHO HILLS REPLAT 4, LOTS 1-4, BEING A REPLAT OF LOT 3, ECHO HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

### LEGEND

- PROPOSED P.C.C. PAVEMENT
- PROPOSED P.C.C. SIDEWALK
- PROPOSED SANITARY SEWER MANHOLE
- PARCEL BOUNDARY
- PROPOSED LOT LINES
- BUILDING SETBACK
- LANDSCAPE SETBACK
- PROPOSED ACCESS EASEMENT
- PROPOSED SIDEWALK EASEMENT
- PERMANENT SANITARY SEWER EASEMENT AS SHOWN ON THE FINAL PLAT OF ECHO HILLS.
- UTILITY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT AND NORTHWESTERN BELL TELEPHONE COMPANY IN THE FINAL PLAT DEDICATION OF ECHO HILLS.
- EASEMENT AND RIGHT-OF-WAY GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, RECORDED AS INSTRUMENT NO. 98-10443 OF THE SARPY COUNTY RECORDS.

### BUILDING HEIGHT

LOT NUMBER	BUILDING NUMBER/NAME	STORIES	HEIGHT
1	ASSISTED LIVING	2	39'
	MEMORY CARE	1	20'-24'
2	BUILDING 1	3	45' MAX
	BUILDING 2	3	45' MAX
	BUILDING 3	3	45' MAX
3	RETAIL	1	20'-24'
4	RETAIL	1	20'-24'

### SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (SF/AC)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SF)	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SF)	TOTAL OPEN SPACE (%)
LOT 1	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	165,264 SF / 3.79 AC	61,216	37	122,432 SF	38,500	99,716	60 %	65,548	40 %
LOT 2	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	251,772 SF / 5.78 AC	81,500	32	237,900 SF	97,145	178,645	71 %	73,127	30 %
LOT 3	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	9,600 SF / 1.75 AC	9,600	13	9,600 SF	46,100	55,700	72 %	20,528	27 %
LOT 4	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	48,135 SF / 1.11 AC	5,240	10	5,240 SF	19,170	24,410	47 %	23,725	49 %

### PARKING SUMMARY

LOT NUMBER	PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
1	60 ASSISTED CARE UNITS & 20 MEMORY CARE UNITS	80 + 24 EMPLOYEES**	83
2	210 UNITS	105 COVERED	145
	283 BEDROOMS	283	352
3	10,400 SF (INCLUDES OUTDOOR SEATING)	104 + EMPLOYEE	124
4	4,200 SF	21	26

\*\* APPROXIMATELY 5 ASSISTED LIVING RESIDENTS OPERATE VEHICLES & MEMORY CARE RESIDENTS DO NOT OPERATE VEHICLES

### PHASING INFORMATION

PHASE NUMBER	LOT NUMBER	PROPOSED USE
PHASE 1	LOT 3	COMMERCIAL
PHASE 2	LOT 1	ASSISTED LIVING
PHASE 3	LOT 2	MULTI-FAMILY
PHASE 4	LOT 4	COMMERCIAL

# Exhibit D

## West Management L.L.C.

Professional Seal

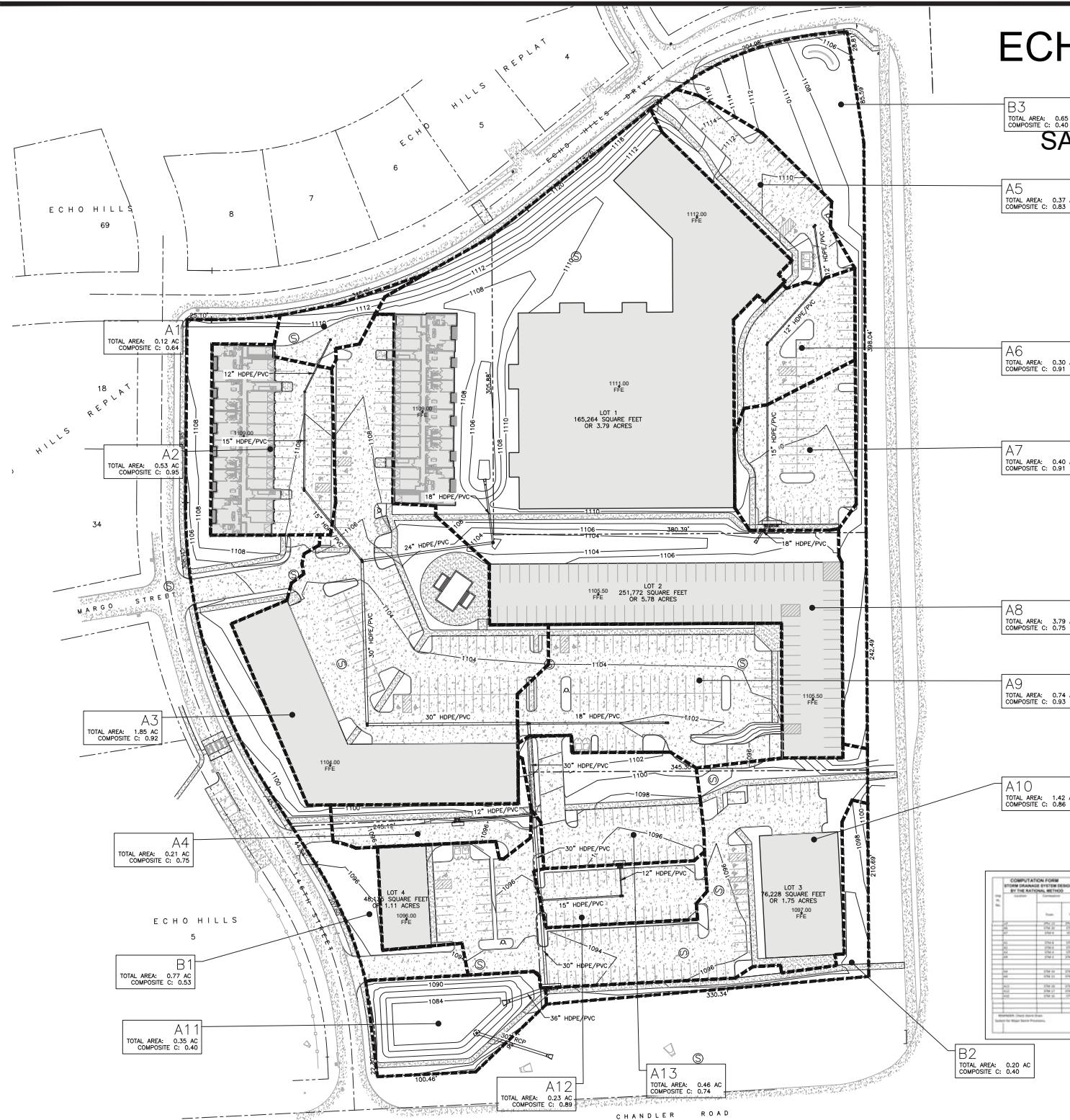
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# ECHO HILLS REPLAT 4

## LOTS 1 THRU 4

SARPY COUNTY, NEBRASKA



## VICINITY MAP

# Exhibit F

Client Name  
West Management  
L.L.C.

Professional Seal

Revision Dates

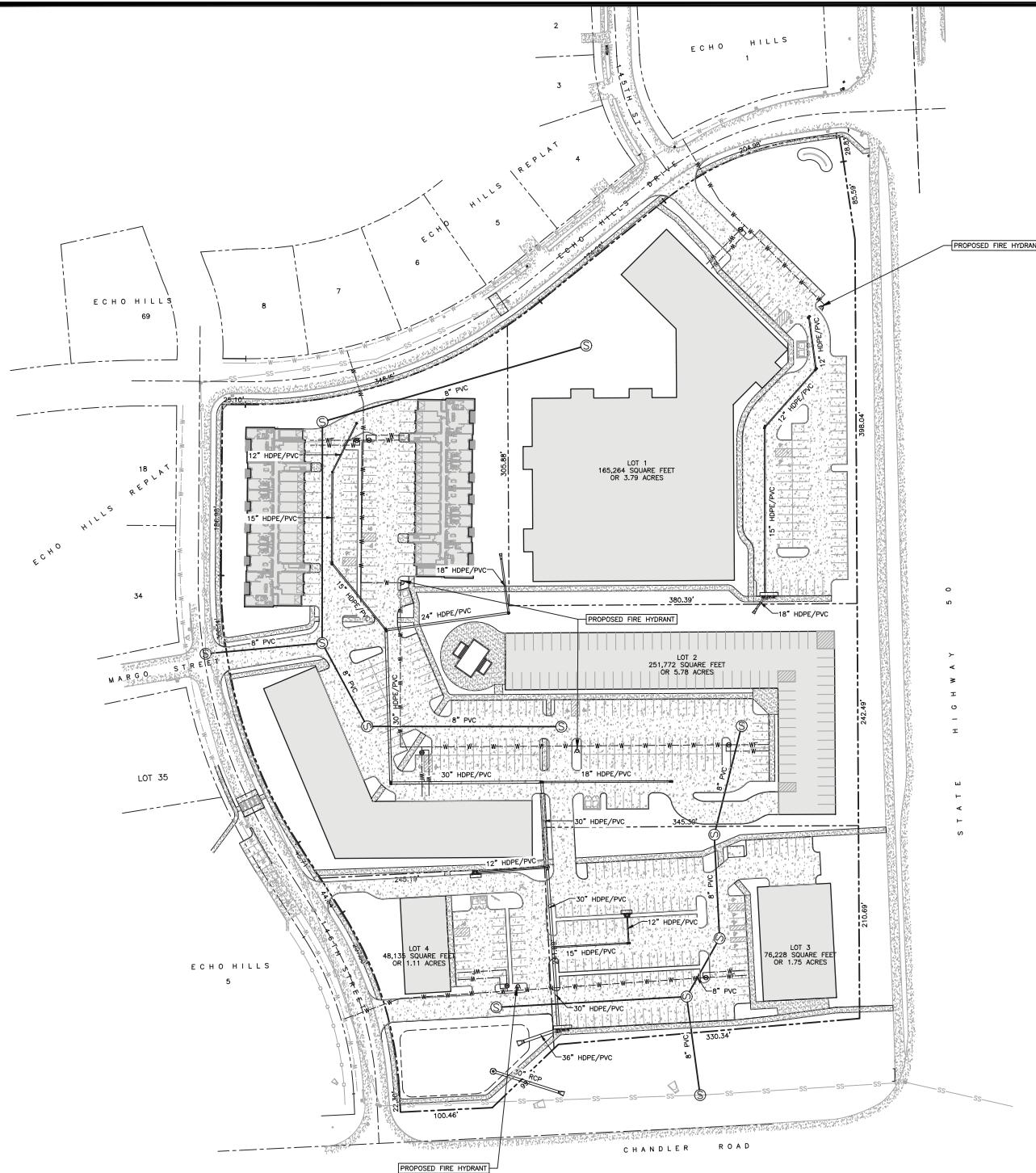
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# ECHO HILLS REPLAT 4

LOTS 1 THRU 4

SARPY COUNTY, NEBRASKA



VICINITY MAP

NOTES

- EXISTING ZONING IS GENERAL COMMERCIAL (C1 - GATEWAY CORRIDOR). PROPOSED ZONING IS R-3 PUD GATEWAY CORRIDOR AND C-1 PUD GATEWAY CORRIDOR.
- EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2 FT. INTERVALS.
- WATER SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
- POWER SHALL BE PROVIDED BY OAK HILLS ENERGY DISTRICT.
- POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
- THE FINAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.

#### PROPERTY OWNER

MATT DARLING  
3555 PARK STREET  
OMAHA, NE 68131  
PHONE: 402-342-9164

#### SUBDIVIDER

WEST MANAGEMENT LLC  
2000 Q STREET  
LINCOLN, NE 68501  
PHONE: 402-437-3685

#### ENGINEER

THOMPSON, DREESSEN & DORNER  
10836 OLD MILL ROAD  
OMAHA, NEBRASKA 68154  
PHONE: 402-330-8860

#### LEGAL DESCRIPTION

ECHO HILLS REPLAT 4, LOTS 1-4, BEING A REPLATTING OF LOT 3, ECHO HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

#### UTILITY LEGEND

- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- PROPOSED FIRE HYDRANT
- PROPOSED PIV VALVE
- EXISTING FIRE HYDRANT



**TD2**  
engineering & surveying

thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 www.td2co.com

Project Name  
Echo Hills Replat 4  
Lots 1 - 4

## Exhibit H

Client Name  
West Management  
L.L.C.

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Updates Per City Comments	01-20-20
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# Exhibit I

ECHO HILLS LOT 1,2,3 &4  
SEWER CONNECTION AGREEMENT  
(Sanitary Sewer System)

THIS AGREEMENT, made and entered into in La Vista, Nebraska, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), and Vandelay Investments, LLC (hereinafter referred to as "Owner");

WITNESSETH:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewer services within Echo Hills Lot 1, 2, 3 & 4, a subdivision, shown on Exhibit "A" hereto; and

WHEREAS, Owner desires to provide for the flow, transportation and handling of sewage collected in or flowing into the sanitary sewer services constructed or to be constructed by it, and has requested the City to permit flowage thereof into the City sewerage system, and to provide for the processing of such sewage.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto, it is agreed by and between the parties as follows:

I

For the purposes of this Agreement, the term "sewer system of the Owner" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer services and appurtenances thereto which are:

- A. Shown on Exhibit "B" attached hereto.

For the purposes of this Agreement, the following, whether now in existence or hereafter constructed, shall be deemed a part of the sewer system of the City:

- A. Any sanitary sewer or system of sanitary sewers owned by the City;
- B. Any sanitary sewer or system of sanitary sewers not a part of the sewer system of the Owner and not owned by City, but through which City has an easement, license or other right or other license to transport sanitary sewage;

II

Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Owner to connect the sanitary sewer system of the Owner to the sanitary sewer system of the City in such manner and at such place or places as designated on plans submitted by the Owner and approved by the City.

III

Owner expressly promises, warrants, covenants and agrees:

- A. That the sewer system of the Owner will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City and in

strict accordance with the minimum standards and requirements of construction adopted by City.

- B. That the sewer system of the owner shall be designed and constructed, and as required reconstructed, at the expense of Owner and the property therein and at no expense to the City.
- C. The sewer system of the Owner shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City, with reference to use, operation and maintenance of the system.
- D. The sewer system of the Owner shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The Owner's obligation in this connection shall survive the term of this Agreement to the extent provided in Paragraph IV, infra.
- E. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system of the Owner which will, in the opinion of City's engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, the Owner will, on notice thereof, promptly correct said defect.
- F. That in the event the Owner for any reason fails in any respect as to its covenants contained in this Paragraph III, then City may, at its option, perform such maintenance and repair or correct such defects and the Owner, upon written demand by City, shall promptly reimburse City for all work, services, materials and other expenses incurred or expended by City in connection therewith.
- G. At all times all sewage flowing into, passing through or from the sewer system of the Owner shall be in conformity with the ordinances, regulations and conditions applicable to sewage and sewers within the City, as they may change from time to time. In no event shall Owner, without prior written consent of City, permit or suffer any type of sewage to flow into, pass through or from the sewerage system of the Owner, in violation of such ordinances, regulations and conditions.
- H. In respect to any industrial use or connection to the sewer system of the Owner, the City may condition such approval upon such terms as it deems necessary to protect the sewer systems of the Owner and the City.

In furtherance of the foregoing, the Owner shall, whenever necessary, provide at their expense such preliminary treatment as may be necessary to meet the applicable ordinance, regulation or condition. Such preliminary treatment facilities shall be maintained continuously in satisfactory and effective operation at no expense to the City.

The Owner shall allow any duly authorized representative of City to enter upon such property at reasonable times for the purpose of inspection, observation, measurements, sampling and testing of sewage.

- I. The Owner shall not cause, suffer or permit to be connected to the sewer system of the Owner any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- J. That the Owner is, or at time of construction will be, the Owner of the entire proposed sanitary sewer system situated within its boundaries.
- K. That the Owner will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the Owner, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the

Owner, in doing any work or construction of the sewer system of the Owner, or by or in consequence of any performance of this contract.

- L. That Owner shall promptly file all reports, pay all connection fees and perform all other obligations of the Owner provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- M. That, subject to the provisions of Paragraph V, infra, the Owner is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph V, infra, hereinafter made and adopted by City or Sarpy County.
- N. Any water distribution system serving the Owner shall be constructed and operated by the Metropolitan Utilities District.

#### IV

The herein granted easements and licenses to City and the herein contained covenants of perpetual maintenance and repair by the Owner shall be perpetual, notwithstanding the fact that this Agreement is for a term of 20 years.

#### V

Owner further expressly promises, warrants, covenants and agrees that no connection shall be made to the sewer system of the City until a permit therefore shall have been obtained from City and the appropriate connection fee paid to City. Owner shall:

- A. Require the person, firm or entity to whose property the connection is being made to:
  - 1. pay to City the applicable sewer connection fees as prescribed by the ordinances of the City of La Vista in effect at the time of the connection;
  - 2. obtain from the City a permit to so connect, as may be required by the ordinances of the City of La Vista in effect at the time of the connection.
- B. Enter into agreements as shall be necessary to:
  - 1. assure the said obtaining of a permit from City and payment of connection fees to City;
  - 2. require the disconnection of any connection made to the sewer system of the City which shall have been made without the proper permit from the City and payment of connection fees to City;
  - 3. assure that all connections to the sewer system of the City will be made in accordance with applicable ordinances, regulations and specifications.
- C. Upon the demand of City, the Owner shall pay to City the amount of any connection fee owing City for any connection to the sewer system of the Owner or of the City which shall not have been previously paid to the City by the person, firm or entity to whose property the connection shall have been made.
- D. Upon notice by City, the Owner shall immediately cause to be disconnected any connection to the sewer system which has been made without the required permit from the City or which is in contravention of the ordinances, regulations or specifications of the City of La Vista pertaining to sewer connections.

## VI

The Owner shall facilitate collection of sewer service and sewer use fees as may be prescribed by City ordinance. Except as may be otherwise provided by City, such fees shall be based upon water consumption with chargeable water flow computed in the manner employed by Metropolitan Utilities District, which shall collect sewer service or use fees in conjunction with its collection of charges for water use.

## VII

In the event of the Owner's breach of any of the terms and conditions hereof or any warranty or covenant herein made by the Owner, then:

- A. In the case of a breach of any term or condition, warranty or covenant, pertaining to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, Owner shall, within five (5) days from receipt of City's notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and the Owner shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- B. In the case of any other type of breach by the Owner, the Owner shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's notice of such breach; provided however, that if the nature of Owner's breach is such that more than thirty (30) days are reasonably required for its cure, then the Owner shall not be deemed to be in breach if the Owner commenced such cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- C. In the event the Owner shall fail to cure any breach within the applicable time and manner afore-prescribed, City may:
  1. Upon giving the Owner sixty (60) days notice of City's intent to do so, City may require the Owner to disconnect the sewer system of the Owner from the sewer system of the City, or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Owner.
  2. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, City shall have the absolute right, at its option, to itself perform the work necessary for the requested corrective measures, or to complete the corrective measures commenced by the Owner, as the case may be, in either of which events the owner agrees:
    - (a) Owner shall immediately reimburse City for any and all expense incurred by City in connection therewith.
    - (b) Owner shall indemnify and hold harmless City, its officers, employees and agents, from any expenses, costs, claim, action, cause of action, or demand arising out of City's taking or completing said corrective measures.
  3. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the Owner of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Owner, by both mandatory and prohibitory injunction.

VIII

The term of this Agreement shall be twenty (20) years from and after date hereof; provided, however, that unless one of the parties hereto shall advise the other party in writing of its desire not to do so, this Agreement shall be automatically renewed on the same terms and conditions as herein set forth for additional successive terms of twenty (20) years each. Said written advice shall be given at least six (6) months prior to the end of the original term or additional term, as the case may be, which said party giving such notice desires to be the final term of this Agreement. At the end of the final term of this agreement, whether same be at the end of the original term or at the end of a renewal term, Owner shall, at its own expense disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of Owner's sewage into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in this Agreement.

IX

The failure of either party to exercise its rights upon any default by the other shall not constitute a waiver of such rights as to any subsequent default.

X

A listing of the Schedule of Exhibits hereto is as follows:

Exhibit "A": Final Plat of Echo Hills Lot 1,2,3 & 4  
Exhibit "B": Illustration of Sewer system of the Owner

XI

If any provisions of this Agreement are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision and to this end, each paragraph, sentence and clause of this Agreement shall be deemed severable; provided, however, that, If in the sole opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon the Owner shall:

- A. Pay to City all sums due under the terms of this Agreement to City at the time of termination, including all connection fees and sewer use fees accrued as of said date.
- B. At Owner's own expense, disconnect, reconstruct, remove or modify such sewer mains and sewer main connections, as City shall deem necessary to prohibit the flow of the Owner's sewage into the sewer system of the City.

XII

Both parties acknowledge and agree that this written Agreement, including all exhibits hereto, constitutes the entire agreement of the parties and that there are no warranties, representations, terms or conditions other than those set forth herein.

XII

The provisions of this Agreement shall be binding upon the parties hereto and their successors.

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures at La Vista, Nebraska, the day and year first above written.

ATTEST:

CITY OF LA VISTA, a municipal corporation  
in the State of Nebraska

CITY CLERK

BY: MAYOR

Vandelay Investments, LLC

By:

Its: Manager

By: \_\_\_\_\_

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ ) ss.  
                      )

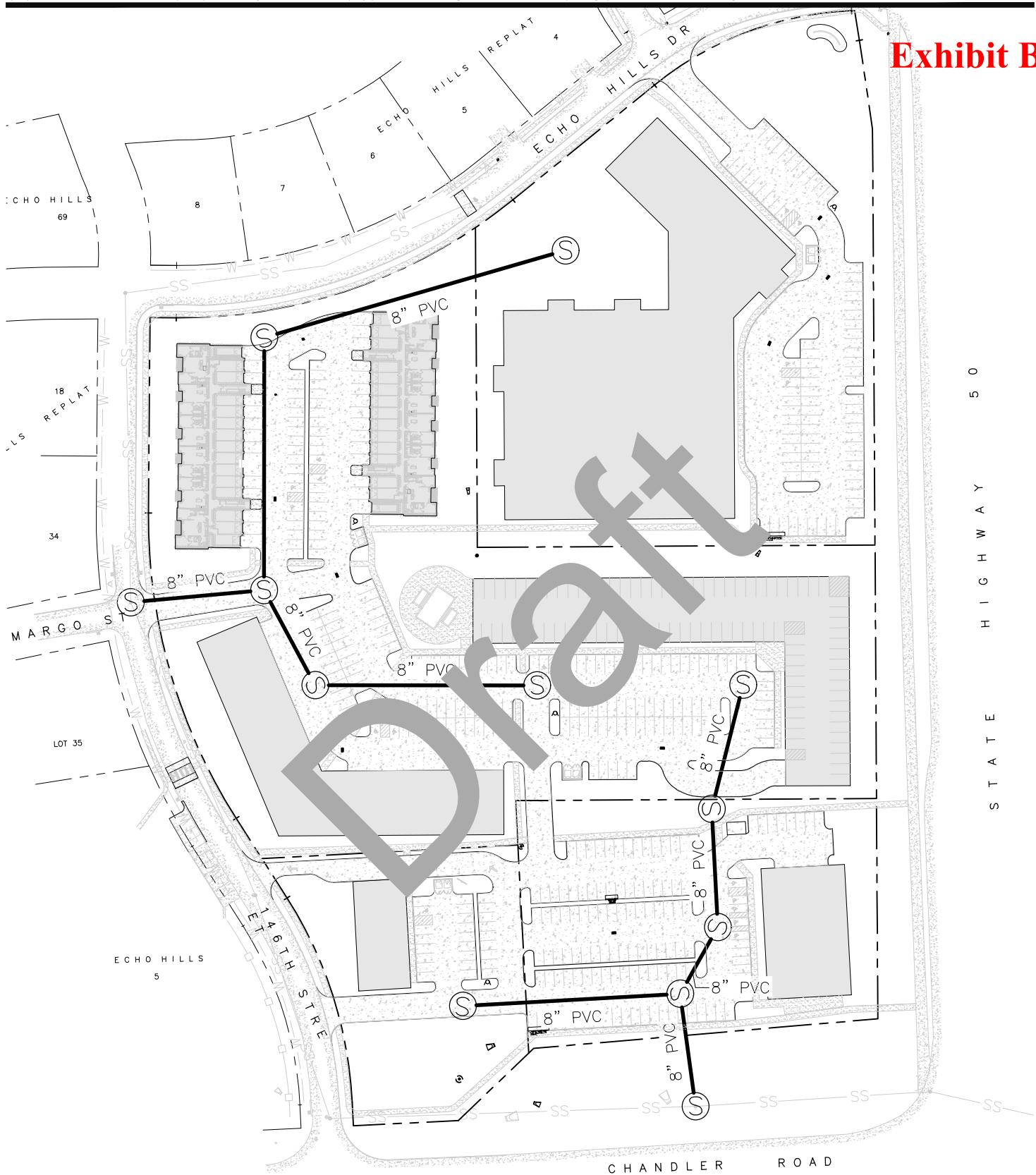
On this \_\_\_\_\_ day of \_\_\_\_\_, 2020 before me, a  
Notary Public, duly commissioned and qualified in and for said County,  
appeared \_\_\_\_\_, of \_\_\_\_\_,  
personally known to me to be the \_\_\_\_\_ and the  
identical person whose name is affixed to the foregoing Subdivision Agreement, and  
acknowledged the execution therof to be his voluntary act and deed, and the voluntary act and  
deed of said Company.

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

\_\_\_\_\_  
Notary Public



## Exhibit B



HIGHWAY 50  
STATE

# Exhibit J

## POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

(insert Permix project number above)

**WHEREAS**, Vandelay Investments LLC, (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development located at Echo Hills Lot 1,2,3 & 4 in the zoning jurisdiction of the City of La Vista , Sarpy County, Nebraska; and,

**WHEREAS**, the Property Owner (whether one or more) is the owner of the property described on Exhibit "A" attached hereto (hereinafter referred to as "the Property"), and,

**WHEREAS**, the City of La Vista (hereinafter referred to as "the City") requires and the Property Owner, and its administrators, executors, successors, heirs, tenants or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

**WHEREAS**, the Post Construction Stormwater Management Plan, (hereinafter referred to as "PCSMP"), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

**NOW, THEREFORE**, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Property Owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "B", which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The BMP Maintenance Requirements shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City. Records shall be maintained for a period of three years.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, tenants or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days from the date of City's written directive, a written response addressing what actions will be taken

to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.
6. The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.
7. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
8. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.
9. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.

10. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this day of \_\_\_\_\_, 20\_\_\_\_.

**INDIVIDUAL, PARTNERSHIP and/or CORPORATION**

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

State

County

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, a Notary Public, in and for said County, personally came the above named: \_\_\_\_\_

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

Notary Public

Notary Seal

**Exhibit "A"**  
**Insert Real Property Depiction**

**Draft**

(edit this as needed)  
**Exhibit "B"**  
**Insert BMP Maintenance Requirements**

**Name & Location**

Project Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
PCWP Project Number: \_\_\_\_\_  
PCSMP Project Number: \_\_\_\_\_

**Site Data**

Total Site Area: \_\_\_\_\_  
Total Disturbed Area: \_\_\_\_\_  
Total Undisturbed Area: \_\_\_\_\_  
Impervious Area Before Construction: \_\_\_\_\_  
Impervious Area After Construction: \_\_\_\_\_

**BMP Information**

BMP ID	TYPE OF BMP	Northing/Easting

**Routine Maintenance and Tasks Schedule**

**Dry Detention Basin/Pond Maintenance Tasks and Schedules**

Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Basin inspection and cleanout	Annually – remove sediment when 25% of storage volume has been lost below elevation 1,120.75'
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace filtration riprap that has been choked with sediment	As needed
Security	As needed

Inspection Reports should be completed and kept on file with the Inspector and at the store location. Reports should be kept for a minimum of five years.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**APRIL 21, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
WEST MANAGEMENT, LLC CONDITIONAL USE PERMIT – ECHO HILLS ASSISTED LIVING & MEMORY CARE PROPOSED LOT 1 ECHO HILLS REPLAT FOUR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSISTANT PLANNER

**SYNOPSIS**

A public hearing has been scheduled and resolution prepared to consider an application for a Conditional Use Permit to construct and operate an assisted living and memory care facility on proposed Lot 1 Echo Hills Replat Four, generally located southwest of the intersection of 144<sup>th</sup> Street and Echo Hills Drive.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On February 4, 2020 City Council approved applications by West Management, LLC for a Future Land Use Map amendment to the Comprehensive Plan, a Rezoning, Planned Unit Development Site Plan, and the Preliminary Plat for the Echo Hills development that will include apartments, an assisted living and memory care facility, and a commercial development.

A public hearing has been scheduled and resolution prepared to consider an application submitted by West Management, LLC for a Conditional Use Permit to construct and operate an assisted living and memory care facility on proposed Lot 1 Echo Hills Replat Four which would include 60 assisted living units and 20 memory care units. The property is zoned R-3 High-Density residential, which lists “Nursing care and rehabilitation facilities, and assisted living facilities” as a Permitted Conditional Use.

A detailed staff report is attached.

The Planning Commission held a public hearing on March 19, 2020, and unanimously recommended approval of the Conditional Use Permit, contingent upon substantial completion of the Design Review Process, as the request is consistent with the Comprehensive Plan and Zoning Ordinance.

## RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A CONDITIONAL USE PERMIT TO CONSTRUCT, OWN, AND OPERATE AN ASSISTED LIVING AND MEMORY CARE FACILITY ON LOT 1 ECHO HILLS REPLAT FOUR.

WHEREAS, the City Council in an earlier agenda item approved a Subdivision Agreement between the City and Vandelay Investments, L.L.C. ("Subdivider"), a Nebraska limited liability company, with respect to development of property to be replatted as Lots 1-4, Echo Hills Replat Four;

WHEREAS, West Management, LLC ("Applicant"), a Nebraska limited liability company and affiliated entity of Subdivider, executed a purchase agreement to acquire ("Purchase Agreement"), and submitted applications to replat and develop, the property to be platted as Lots 1-4, Echo Hills Replat Four, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska ("Property"); and

WHEREAS, Subdivider, by an assignment of the Purchase Agreement from Applicant, desires to acquire the Property and develop and operate it in a unified, compatible manner as a mixed use development. Specifically, Subdivider directly or indirectly through one or more Controlled Entities desires to develop, construct, own, and operate in a unified, compatible manner Private Improvements on the Property, including without limitation the following:

- a. Own, develop and operate Lot 1 as an 80 unit assisted living and memory care facility comprised of a single building containing 60 assisted living units and 20 memory care units,
- b. Own, develop and operate Lot 2 as a 210 unit multi-family residential housing project comprised of four separate residential apartment buildings, including without limitation, detached and attached fully enclosed single-vehicle parking garages, and
- c. Own, develop and operate Lots 3 and 4 as commercial pad sites;

all as presented to the City Council by or on behalf of the Applicant and Subdivider in connection with the request for approval of the Plat, PUD Plan and Conditional Use Permit and as finally approved; and

WHEREAS Applicant, for itself and on behalf of Subdivider and Controlled Entities that will own, develop, and operate some or all of the Property, has applied for approval of a conditional use permit for an assisted living and memory care facility on Lot 1 Echo Hills Replat Four, located southwest of the intersection of S 144<sup>th</sup> Street and Echo Hills Drive; and

WHEREAS, the La Vista Planning Commission held a public hearing on March 19, 2020 to review the application and unanimously voted to recommend approval; and

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

NOW THEREFORE, BE IT RESOLVED, that recitals above are incorporated into this Resolution by reference, and further that the terms used in such recitals or elsewhere in this Resolution shall have the meaning specified in the Subdivision Agreement referenced above, unless a different meaning otherwise is clearly intended by the context.

BE IT FURTHER RESOLVED that the Mayor and City Council of the City of La Vista hereby approve and authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, subject to any additions, subtractions, or modifications that the City Administrator may determine necessary or advisable, for Applicant, Subdivider, or any Controlled Entities to construct, own and operate an assisted living and memory care facility on Lot 1 Echo Hills Replat Four, contingent upon approval, execution, and recording of the Echo Hills Replat Four Final Plat and Subdivision Agreement, substantial completion of the Design Review Process, and the creation of all Controlled Entities that will construct, own, and operate assisted living and memory care facility on Lot 1 Echo Hills Replat Four, all of which shall be named as parties in and execute the Conditional Use Permit.

PASSED AND APPROVED THIS 21ST DAY OF APRIL, 2020.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

---

Pamela A. Buethe, CMC  
City Clerk



CITY OF LA VISTA  
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBERS: PCUP20-0003;

FOR HEARING OF: APRIL 21, 2020  
REPORT PREPARED ON: MARCH 20, 2020

**I. GENERAL INFORMATION**

**A. APPLICANT:**

Brett West  
West Management LLC  
3042 Sheridan Blvd  
Lincoln, NE 68502

**B. PROPERTY OWNER:**

Omaha Community Foundation  
3555 Farnam Street  
Omaha, NE 68131

**C. LOCATION:** Northwest of the intersection of Chandler Road and 144<sup>th</sup> Street.

**D. LEGAL DESCRIPTION:** Lot 3 Echo Hills (proposed Lot 1 Echo Hills Replat Four).

**E. REQUESTED ACTION(S):** Approval of a Conditional Use Permit for the construction and operation of an assisted living and memory care facility on proposed Lot 1 Echo Hills Replat Four.

**F. EXISTING ZONING AND LAND USE:** R-3 – High-Density Residential, Gateway Corridor District (Overlay District), and Planned Unit Development; The site is currently vacant.

**G. PURPOSE OF REQUEST:** Development of an 80-unit assisted living and memory care facility containing 60 assisted living units and 20 memory care units, all of which will be rented at market rates.

**H. SIZE OF SITE:** Approximately 3.79 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** The property slopes downward to the south and to the east; the site is currently vacant.

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

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Commercial	C-1 Shopping Center Commercial, Gateway Corridor Overlay District	Tornado Car Wash
East	Commercial	C-1 Shopping Center Commercial, Gateway Corridor Overlay District	Dino's Storage
South	High-Density Residential	R-3 High-Density Residential, Planned Unit Development, and Gateway Corridor Overlay District	Proposed Echo Hills Apartments
West	Low-Medium Density Residential	RS-72 – Single Family Residential	Echo Hills Neighborhood

**C. RELEVANT CASE HISTORY:**

1. On February 4, 2020 the City Council of the City of La Vista held public hearings and approved of an amendment to the Future Land Use Map of the Comprehensive Plan and rezoning to change a portion of Lot 3 Echo Hills from C-1 Shopping Center Commercial to R-3 High-Density Residential to allow for further development of the site as proposed. Additionally, the City Council approved a Planned Unit Development Site Plan and a Preliminary Plat for the Echo Hills Development, noting that the applicant will need to obtain approvals of the following before construction on the site can begin: Final Plat, architectural design review for each building, and Conditional Use Permits for the apartments and assisted living/memory care facility.

**D. APPLICABLE REGULATIONS:**

1. Section 5.08 of the Zoning Regulations – R-3 High Density Residential
2. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development (Overlay District)
3. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
4. Article 6 of the Zoning Regulations – CUP – Conditional Use Permit

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

1. The Future Land Use Map of the Comprehensive Plan designates proposed Lot 1 Echo Hills Replat Four for high-density residential development.
2. The proposed project will meet Policy Live-2.2 of the La Vista Comprehensive Plan which reads: "Promote the development of housing types and supportive programs for people of retirement age, allowing residents to age in place with access to daily services." This policy directly promotes Goal 2 of the Live Long category of the Comprehensive Plan, which reads: "Maintain the balance of diverse, high-quality housing that appeals to people of varying backgrounds, incomes and abilities."

#### **B. OTHER PLANS:** Traffic Impact Analysis dated December 2, 2019.

#### **C. TRAFFIC AND ACCESS:**

1. There will be two main full access points to the entire Echo Hills development; one onto 144<sup>th</sup> Street (N-50) via Echo Hills Drive, and one onto Chandler Road via 146<sup>th</sup> Street. The assisted living and memory care facility on proposed Lot 1 Echo Hills Replat Four will have just one direct access point off Echo Hills Drive.
2. A traffic impact analysis for the development has been prepared by Felsburg, Holt & Ullevig (FHU). The City Engineer has reviewed the study and finds the analysis and recommendations reasonable. The traffic impact analysis was included in the packet for the Planned Unit Development, which was considered by Council on February 4, 2020.

The traffic impact analysis noted that MUTCD traffic signal warrants were not satisfied at the intersection of N-50 (144<sup>th</sup> Street) with Echo Hills Drive/Josephine Street or 146<sup>th</sup> Street with Chandler Road under 2019 existing or 2021 buildout traffic conditions. As the area surrounding the site continues to develop, these two intersections should be continually monitored to determine if signalization is warranted.

The traffic impact analysis recommends signal head improvements to the traffic signal at the intersection of N-50 (144<sup>th</sup> Street) and Chandler Road at the time of full buildout.

#### **D. UTILITIES:**

1. The property has access to sanitary sewer, water, gas, power, and communication utilities.
2. Storm water management fees will be collected at the time of building permit.

**E. PARKING REQUIREMENTS:** The parking stall requirements for the proposed apartments, per the La Vista Zoning Ordinance, are:

Lot #	Use	Required Stalls	Provided Stalls
Lot 1	Assisted Living & Memory Care	80 + 24 Employees	83

The applicant has requested a reduction in the required parking stall count for the assisted living and memory care facilities on Lot 1 based on historical data from the operating history of similar projects. The applicant anticipates that only 5 assisted living residents will operate vehicles, and that no memory care residents will be operating a vehicle, greatly reducing the need for parking. City staff approve of the revised stall count based on the anticipated demand for these uses, and the reduction was granted with the approval of the Planned Unit Development.

**IV. REVIEW COMMENTS:**

- A. The design of each building is being reviewed through the City's Architectural Design Review process and must be substantially complete prior to execution and recording of this Conditional Use Permit and issuance of any building permits. The architectural elevations (Exhibit F) of the attached Conditional Use Permit are conceptual and may change as a result of the Design Review process.
- B. Any traffic improvements required by NDOT must be completed prior to the issuance of a Certificate of Occupancy and is addressed through the Subdivision Agreement as part of the Final Plat process. The Subdivision Agreement must be finalized prior to the execution of this Conditional Use Permit.
- C. A draft of the Conditional Use Permit has been included in the packet for review.

**V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:**

Staff recommends approval of the Conditional Use Permit for Lot 1 Echo Hills Replat Four, contingent upon approval of the Echo Hills Replat Four final plat and subdivision agreement, and substantial completion of the Design Review Process, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VI. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:**

The Planning Commission held a public meeting on March 19, 2020 and unanimously voted to recommend approval of the Conditional Use Permit for Lot 1 Echo Hills Replat Four, contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VII. ATTACHMENTS TO REPORT:**

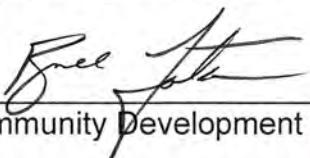
- A. Vicinity Map
- B. Review Letter
- C. Draft Conditional Use Permit w/ Exhibits

**VIII. COPIES OF REPORT SENT TO:**

- A. Brett West, West Management LLC
- B. Joe Dethlefs, Thompson, Dreessen & Dorner Inc.
- C. Public Upon Request



Prepared by: Assistant Planner



Brett West

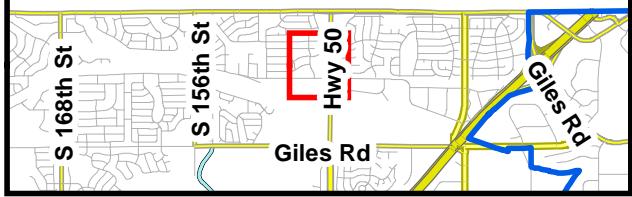
Community Development Director

4/13/2020

Date



## Vicinity Map - Conditional Use Permit Echo Hills Assisted Living & Memory Care



3/11/2020  
CB





February 24, 2020

Joe Dethlefs  
Thompson, Dreessen & Dorner Inc.  
10836 Old Mill Road  
Omaha, NE 68154

RE: Conditional Use Permit – Initial Review  
Echo Hills Assisted Living & Memory Care

Joe,

Thank you for your submittal of the above referenced Conditional Use Permit (CUP) application. Staff has reviewed the initial submittal and has provided the following initial comments:

**Section 6.05.03:**

1. In regards to Article 6.05.03 of the Zoning Ordinance, staff finds no impact to the “orderly development of surrounding property” subject to the pedestrian safety improvements proposed through the approved Planned Unit Development plan.

**Section 6.05.04:**

1. Parking, if found to be inadequate within Lot 1, will need to be shared with Lot 2, or other lots internal to the development. Provisions may be written into the Subdivision Agreement to satisfy this concern.

**Section 6.05.050 and 6.05.10:**

2. Public and common improvements, as well as common area maintenance and the PSCMP maintenance obligations will be addressed with the Subdivision Agreement, and any other applicable documentation.

**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

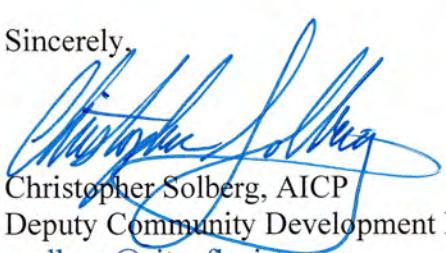
3. Concerning traffic congestion, the proposed use of 80 living units for various levels of senior living will have less traffic impact than the previous commercial zoning of the property.

**General Comments:**

4. The Fire Marshall has requested that the fire department access (including the access from the lot to the south) be completed before construction of the superstructure begins. Additionally, the water supply for firefighting, including any private hydrants that may be required, must be installed and tested prior to construction of the superstructure.

A draft Conditional Use Permit (CUP) will be developed and shared with you soon to be reviewed. If you have any questions regarding these comments, please feel free to contact me at any time.

Sincerely,



Christopher Solberg, AICP  
Deputy Community Development Director  
[csolberg@cityoflavista.org](mailto:csolberg@cityoflavista.org)  
(402) 593-6400

Cc: Bruce Fountain, Community Development Director  
Brett West, West Management LLC

**CITY OF LAVISTA  
CONDITIONAL USE PERMIT**

**Conditional Use Permit for an Assisted Living Facility  
(Echo Hills Assisted Living & Memory Care)  
Lot 1 Echo Hills Replat Four**

This Conditional Use Permit issued this \_\_\_\_ day of \_\_\_\_\_, 2020, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, West Management, LLC., a limited liability company authorized to do business in Nebraska ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate an assisted living and memory care facility to be known as Echo Hills Assisted Living and Memory Care upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 1 Echo Hills Replat Four, a subdivision in Sarpy County, Nebraska (the "Property") as depicted in Exhibit "A" the final plat; and

WHEREAS, Owner has applied for a Conditional Use Permit for the purpose of constructing and operating an assisted living and memory care facility; and

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

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Conditional Use Permit is issued to the owner to use the area designated on the final plat as Lot 1 on Exhibit "A" hereto for an assisted living and memory care facility, said use hereinafter being referred to as "Permitted Use or Use".

**Conditions of the Permit**

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any material breach hereof shall cause Permit to expire and terminate, subject to the rights of the Owner to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Uses:
  - a. The site plan (the "Site Plan") showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit "B".
  - b. Operations on the property will be limited to and carried out in accordance with the Operational Statement attached as Exhibit "C" and incorporated into this permit by reference.
  - c. Architectural review of the building design, landscaping, and lighting has been completed and the foregoing plans are approved as shown in Exhibits "D" through "F".
  - d. The Property shall be developed and maintained in accordance with the Site Plan and all other Exhibits of this Agreement, as well as the final plat of Lots 1-4 Echo Hills Replat Four ("Final Plat"), Planned Unit Development Plan ("PUD") and Subdivision Agreement applicable to the Property, ("Subdivision Agreement"), as approved by the City and incorporated herein by this reference.

Any modifications to the Site Plan must be submitted to the Chief Building Official for approval. Modification of any other document or Exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.

- e. All signage, including without limitation design, location, placement and dimensions, shall be subject to approval of the Community Development Department, per the La Vista Zoning Ordinance.
- f. As-built topographic surveys of the storm water detention areas constructed in accordance with the Subdivision Agreement shall be provided to the City before certificates of occupancy are issued for any completed building on the Property, with a requirement that any variances from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.
- g. Owner shall obtain all required permits for the Uses from the City of La Vista.
- h. Owner shall comply (and shall ensure that all structures, appurtenances and improvements on the Property at any time comply) with any applicable federal, state and/or local laws, rules or regulations, as amended or in effect from time to time, including, but not limited to, applicable building codes, fire codes, ADA requirements, and environmental or safety laws, rules or regulations.
- i. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner or its agents, employees, assigns, suppliers or invitees relating to the Owner's Uses of the Property, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation but excluding any liability, loss, claim or expense proximately caused by the sole negligence of the City.
- j. A drainage study for the Property has been completed, as referenced in the Subdivision Agreement, with respect to the proposed Uses on Lots 1-4 Echo Hills Replat Four. Owner agrees to comply with requirements related to drainage that are specified in said Subdivision Agreement.
- m. Owner shall ensure that the public-facing front office on the property will be staffed during normal business hours.
- n. If at any time any part of Lot 1 Echo Hills Replat Four is owned by any person or entity other than Owner, all owners shall cooperate and coordinate to carry out Subdivider (as "Subdivider" is defined in the Subdivision Agreement) obligations under the Subdivision Agreement.
- o. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height and screened accordingly.
- p. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the approved landscaping plan (Exhibit "D") and the requirements of the Gateway Corridor District.
- q. This continuing care facility is intended for assisted living and memory care. Facilities shall be exclusively operated for, marketed and leased to, and occupied by persons age 55 and older, or as otherwise required to provide reasonable accommodations to disabled residents under applicable laws, rules or regulations. To carry out this requirement, Owner shall:
  - (i) From time to time during this permit, adopt, publish and adhere to written rules, policies and procedures to implement and carry out said requirement in accordance with 24 CFR Section 100.306, as adopted, amended or superseded from time to time, subject to review and approval of the City Administrator, which approval shall not be withheld or refused so long as the rules, policies and procedures satisfy the requirements of "c" above and 24 CFR Section 100.306; and
  - (ii) Take all other actions during this permit as may be required from time to time under the Federal Fair Housing Act, Housing for Older Persons Act of 1995, Nebraska Fair Housing Act, or any other applicable laws, rules or regulations, as adopted, amended or superseded

from time to time, to carry out this subparagraph "c" in accordance with all applicable requirements, and specifically to qualify and continue the qualification of the facility as senior housing exempt from any applicable familial status protections.

3. The Owner's right to maintain the Uses of the Property, as contemplated by this Permit, shall be based on the following conditions:
  - a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked (with respect to a particular Use) only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Owner and opportunity to cure in the time and manner described below.
  - b. Construction will be in accordance with the City Building Code. Time limitation for building permits shall be in accordance with the City Building Code. Extensions shall be requested in writing and justifiable cause demonstrated.
  - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property as related to said structures, facilities or materials.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
  - a. Owner's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Owner fails to commence construction of the buildings within the time provided by Section 4(b) above.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Uses, and such cancellation, revocation denial or failure to maintain any federal, state or local permit required for the use is not cured in the time and manner described below, so long as curative rights are provided under laws, rules and regulations governing said permit.
  - c. Owner's construction or placement of a storage tank, structure or other improvement on the Property, (except during construction of any phase of the project) not specified in this Permit and Owner's failure to cure such breach in the time and manner described below after City's giving notice thereof.
  - d. Owner's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. If construction of the improvements on the Property has not been commenced within twelve (12) months from the date of this Permit, this Permit shall be null and void and all rights hereunder shall lapse; provided, however, Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
6. If the Owner upon the expiration or termination of this Permit fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Owner or any third party to exercise said option) cause the same to be removed at Owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards or nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.
7. If any provision, or any portion thereof, contained in this Permit is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall

not be affected, and shall remain in full force and effect.

8. The conditions and terms of this Permit shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of, the Owner, its successors and assigns.
9. Delay of City to terminate this Permit on account of breach of Owner of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
10. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to written notice and opportunity to cure a breach of this Permit as follows. City will notify the Owner in writing of any breach of this Permit and Owner shall be permitted to cure any breach. Such written notice shall specify the particular conditions giving rise to the breach, and, to the extent known, what actions are required to cure such breach. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section 10 and diligently pursued and completed as soon as is reasonably possible, and allowing additional time does not substantially increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
11. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
12. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

To Owner: West Management, LLC  
Attn: Brett West  
3042 Sheridan Blvd  
Lincoln, NE 68502

13. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.
14. Exhibits. The following exhibits are incorporated herein by reference:

Exhibit "A":	Final Plat
Exhibit "B":	Site Plan
Exhibit "C":	Operating Statement
Exhibit "D":	Landscaping Plan
Exhibit "E":	Site Lighting Plan
Exhibit "F":	Elevation Renderings

### Effective Date:

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

## THE CITY OF LA VISTA

By \_\_\_\_\_  
Douglas Kindig, Mayor

Attest:

---

Pamela A Buethe, CMC  
City Clerk

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Permit, and they acknowledged the execution thereof to be their voluntary act and deed.

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

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

Owner:

West Management, L.L.C., a  
limited liability company

By: \_\_\_\_\_, it's owner

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_ personally known by me to be an owner of West Management L.L.C., a limited liability company, and the identical person whose name is affixed to the foregoing Permit, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

---

## Notary Public



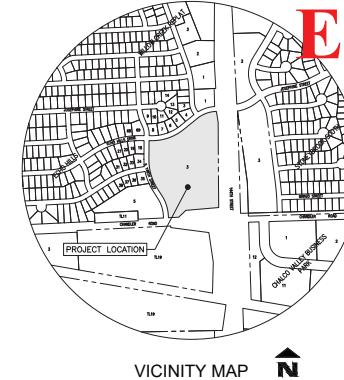
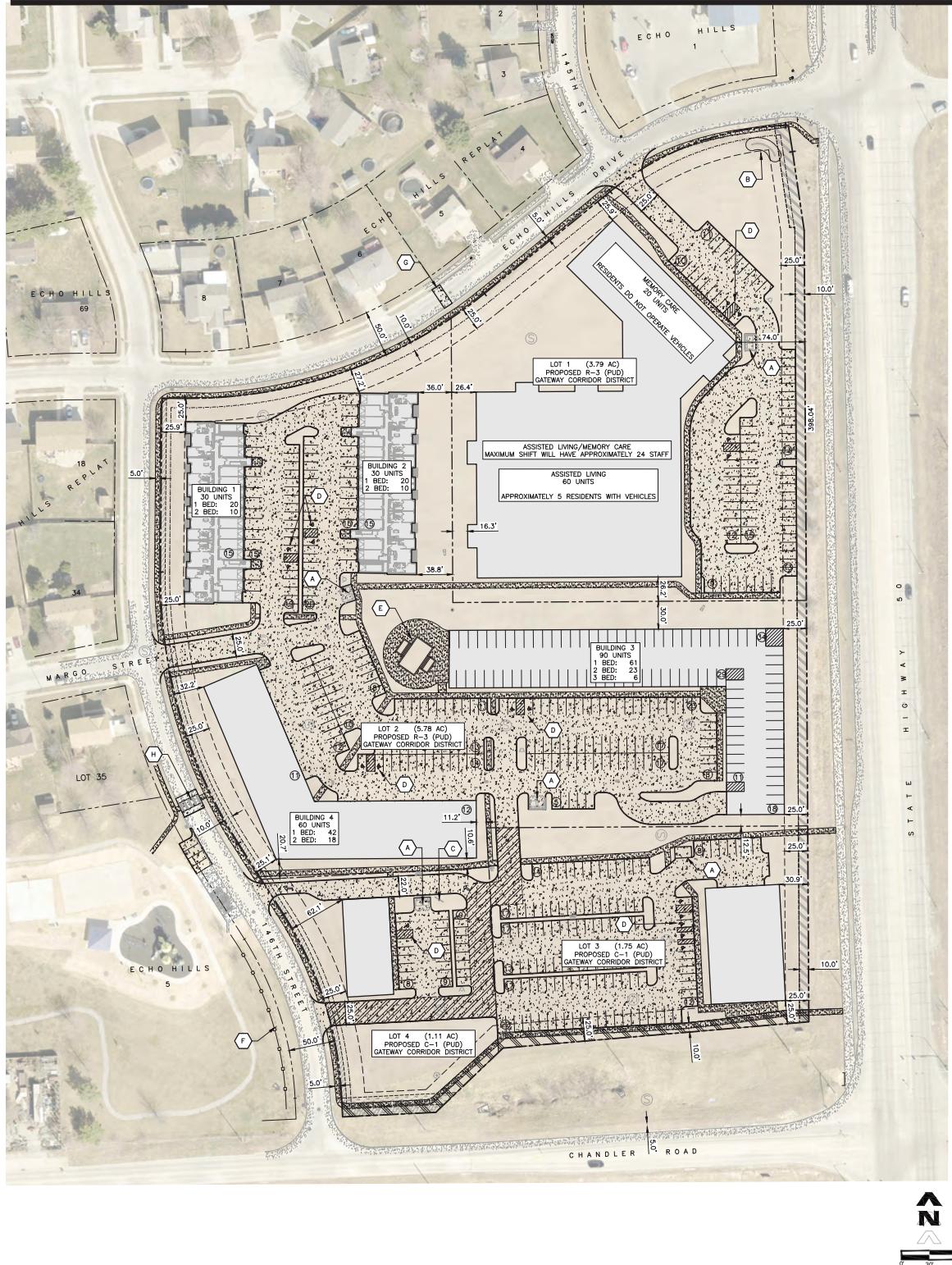
# Exhibit B

**TD2**  
engineering & surveying

thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 www.td2co.com

Project Name

Echo Hills Replat 4  
Lots 1 - 4



## SITE KEY NOTES

- A. TRASH ENCLOSURE LOCATION
- B. MONUMENT SIGN LOCATION
- C. DRIVE THRU SIGN LOCATION
- D. PROPOSED ADA STALLS
- E. PROPOSED POOL LOCATION
- F. PROPOSED FENCE LOCATION
- G. PROPOSED SPEED HUMP
- H. PROPOSED SPEED TABLE & PEDESTRIAN CROSSING

## LEGAL DESCRIPTION

ECHO HILLS REPLAT 4, LOTS 1-4, BEING A REPLAT OF LOT 3, ECHO HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

## LEGEND

- PROPOSED P.C.C. PAVEMENT
- PROPOSED P.C.C. SIDEWALK
- PROPOSED SANITARY SEWER MANHOLE
- PARCEL BOUNDARY
- PROPOSED LOT LINES
- BUILDING SETBACK
- LANDSCAPE SETBACK
- PROPOSED ACCESS EASEMENT
- PROPOSED SIDEWALK EASEMENT
- PERMANENT SANITARY SEWER EASEMENT AS SHOWN ON THE FINAL PLAT OF ECHO HILLS.
- UTILITY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT AND NORTHWESTERN BELL TELEPHONE COMPANY IN THE FINAL PLAT DEED OF ECHO HILLS.
- EASEMENT AND RIGHT-OF-WAY GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, RECORDED AS INSTRUMENT NO. 98-10443 OF THE SARPY COUNTY RECORDS.

## BUILDING HEIGHT

LOT NUMBER	BUILDING NUMBER/NAME	STORIES	HEIGHT
1	ASSISTED LIVING	2	39'
	MEMORY CARE	1	20'-24'
2	BUILDING 1	3	45' MAX
	BUILDING 2	3	45' MAX
	BUILDING 3	3	45' MAX
3	RETAIL	1	20'-24'
4	RETAIL	1	20'-24'

## SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (SF/AC)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SF)	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SF)	TOTAL OPEN SPACE (%)
LOT 1	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	165,264 SF / 3.79 AC	61,216	37	122,432 SF	38,500	99,716	60 %	65,548	40 %
LOT 2	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	251,772 SF / 5.78 AC	81,500	32	237,900 SF	97,145	178,645	71 %	73,127	30 %
LOT 3	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	93,238 SF / 1.75 AC	9,600	13	9,600 SF	46,100	55,700	72 %	20,528	27 %
LOT 4	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	48,135 SF / 1.11 AC	5,240	10	5,240 SF	19,170	24,410	47 %	23,725	49 %

## PARKING SUMMARY

LOT NUMBER	PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
1	60 ASSISTED CARE UNITS & 20 MEMORY CARE UNITS	80 + 24 EMPLOYEES **	83
2	210 UNITS	105 COVERED	145
	283 BEDROOMS	283	352
3	10,400 SF (INCLUDES OUTDOOR SEATING)	104 + EMPLOYEE	124
4	4,200 SF	21	26

\*\* APPROXIMATELY 5 ASSISTED LIVING RESIDENTS OPERATE VEHICLES & MEMORY CARE RESIDENTS DO NOT OPERATE VEHICLES

## PHASING INFORMATION

PHASE NUMBER	LOT NUMBER	PROPOSED USE
PHASE 1	LOT 3	COMMERCIAL
PHASE 2	LOT 1	ASSISTED LIVING
PHASE 3	LOT 2	MULTI-FAMILY
PHASE 4	LOT 4	COMMERCIAL

Client Name  
West Management  
L.L.C.

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Updates Per City Comments	01-20-20
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## Operating Statement

### **Echo Hills Assisted Living and Memory Care**

The Echo Hills Assisted Living and Memory Care project will include an 80 unit assisted living and memory care facility consisting of a two-story, 60 unit assisted living building with a one-story wing that will include 20 memory care units. All the units will be rented at market rates and will include 24-hour nursing care for residents that will be tailored to their specific needs. A private courtyard, library, exercise room, daily dining, and shuttle service will be provided for the assisted living residents, while the memory care facility will include a private yard for its residents and controlled access. A total of 10 to 15 full time and part time administrative, nursing, nutrition, and property management positions will be required to operate the facility at any one time. A total of approximately 40 staff will be employed. The property will be managed by MJ Senior Housing, which currently manages several similar facilities in Omaha, Lincoln, and across eastern Nebraska. The facility will be staffed with an Executive Director who will oversee the operations on a daily basis and facilities staff will be available 24 hours a day for any maintenance concerns. The project will be a class A facility and we expect to be 95% full within 18 months of opening. Construction is targeted to start in fall of 2020 and open up in early 2022.

# Exhibit D

## West Management L.L.C.

Professional Seal

Revision Dates

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ILLUMINANCE [FC]			
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Site	0.34	9.9	0.0
SW VERT	0.00	0.0	0.0
W VERT	0.00	0.0	0.0

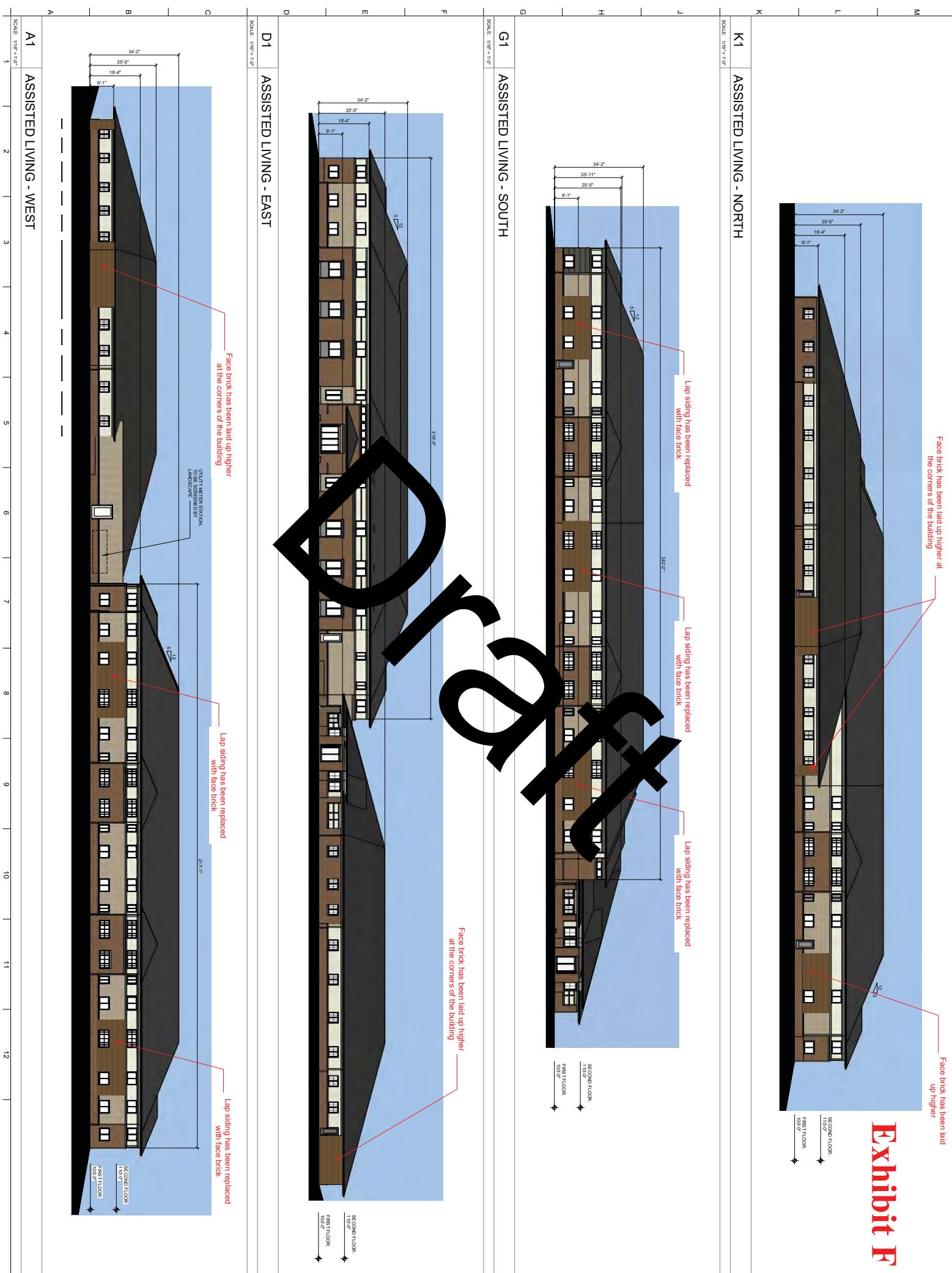
ECHO HILLS  
SITE PHOTOMETRICS  
SCALE: 1" = 40'-0" ON 30X42

**Exhibit E**

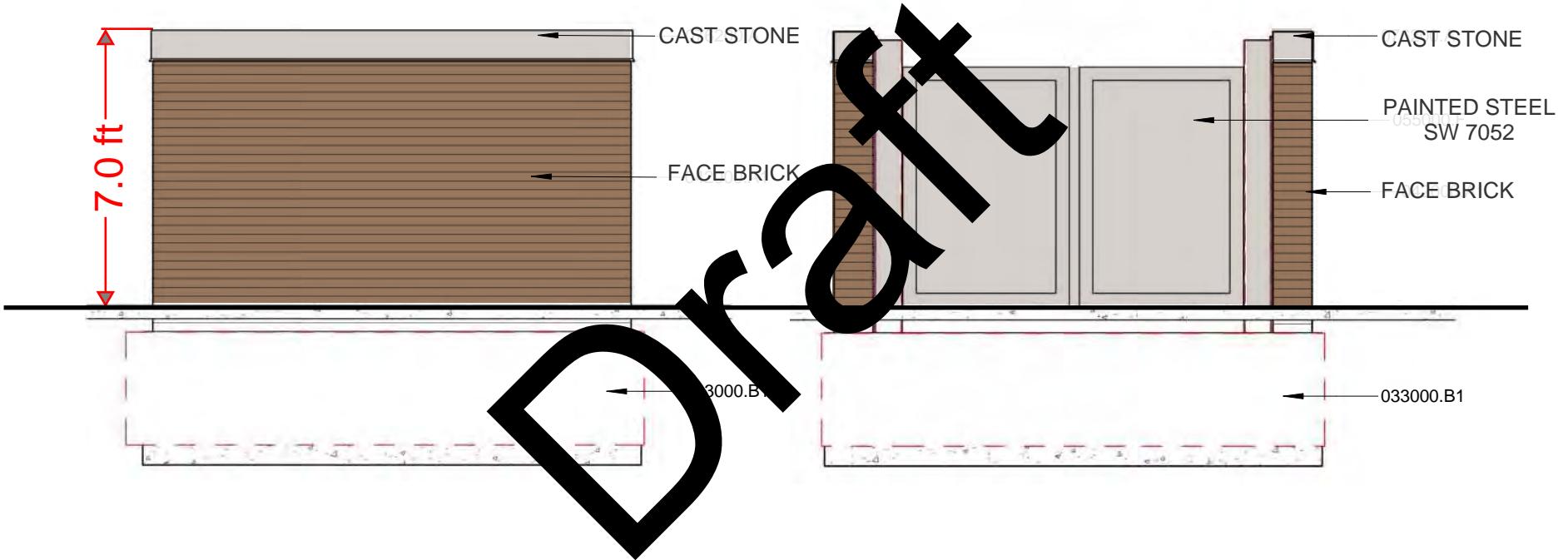
Face brick has been laid up higher at the corners of the building

Face brick has been laid up higher

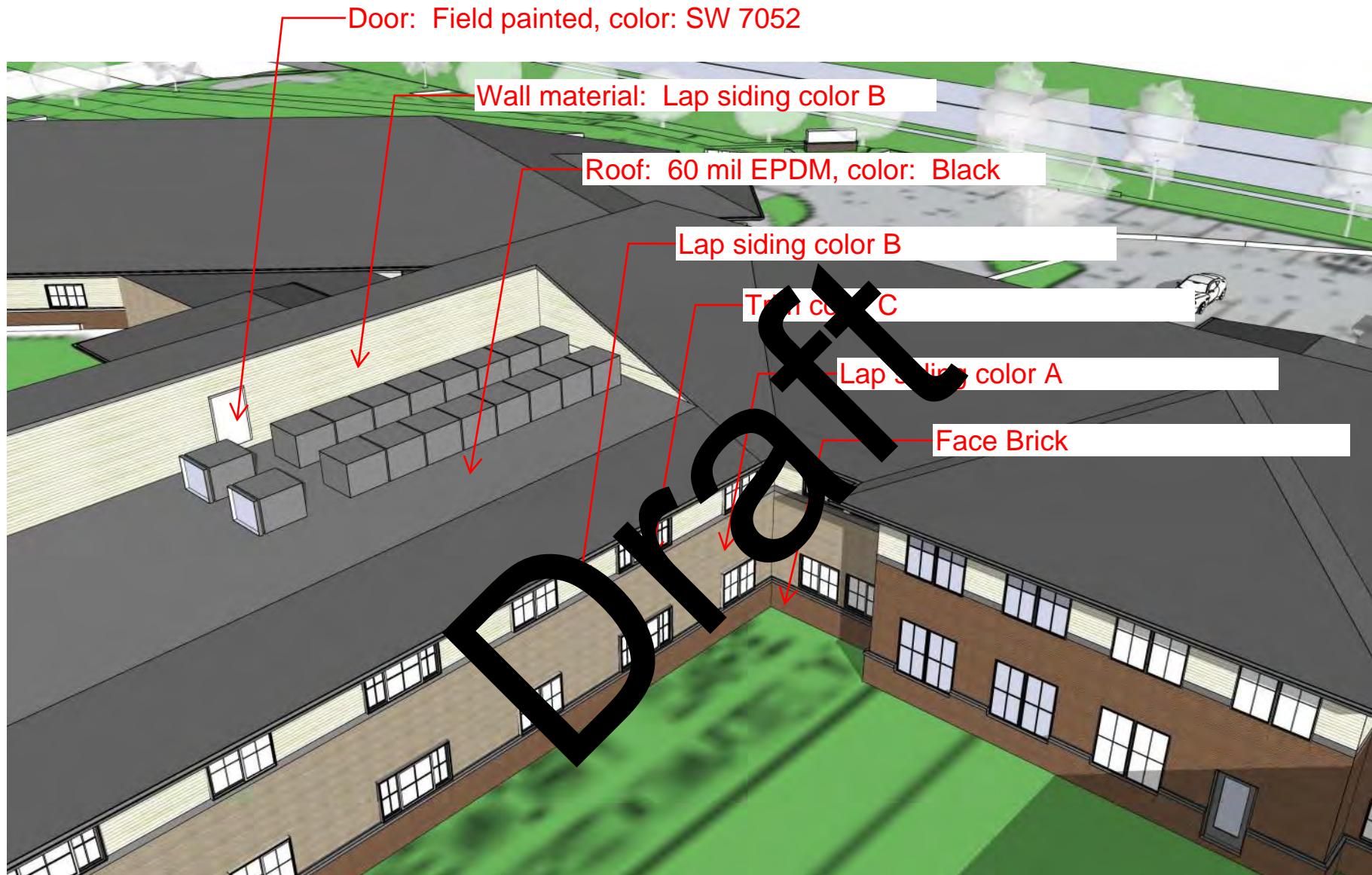
## Exhibit F



SINCLAIR <b>hill</b> architects 700 Q St. Lincoln, NE 68508 T-402 476 7331 F: 402 476 8341 Project No. <input type="text"/> Project Number <input type="text"/>	WEST DEVELOPMENT ECHO HILLS APARTMENTS AND ASSISTED LIVING	PROJECT CONSULTANTS NOT TO BE USED FOR CONSTRUCTION 2/13/2020 11:45:17 AM	PLANNING REVIEW	REVISION SCHEDULE:
			DESIGN ARCHITECT: XXX PROJECT ARCHITECT: XXX DRAWN BY: Author ISSUED: 02/11/20	RE-SUBMITTED 04-08-2020



TRASH ENCLOSURE  
SUPPLEMENTAL INFORMATION



MATERIALS IN COURTYARD & MECHANICAL AREA  
SUPPLEMENTAL INFORMATION

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**APRIL 21, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
WEST MANAGEMENT, LLC CONDITIONAL USE PERMIT – ECHO HILLS APARTMENTS PROPOSED LOT 2 ECHO HILLS REPLAT FOUR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSISTANT PLANNER

**SYNOPSIS**

A public hearing has been scheduled and resolution prepared to consider an application for a Conditional Use Permit to construct and operate a multiple family dwelling complex (apartments) on proposed Lot 2 Echo Hills Replat Four, generally located southeast of the intersection of 146<sup>th</sup> Street and Echo Hills Drive.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On February 4, 2020 City Council approved applications by West Management, LLC for a Future Land Use Map amendment to the Comprehensive Plan, a Rezoning, Planned Unit Development Site Plan, and the Preliminary Plat for the Echo Hills development that will include apartments, an assisted living and memory care facility, and a commercial development.

A public hearing has been scheduled and resolution prepared to consider an application submitted by West Management, LLC for a Conditional Use Permit to construct and operate multi-family housing on proposed Lot 2 Echo Hills Replat Four which would include four (4) three-story apartment buildings with a total of 210 market-rate apartment units. The property is zoned R-3 High-Density residential, which lists “Multiple Family Dwellings constructed after November 20, 2001” as a Permitted Conditional Use.

A detailed staff report is attached.

The Planning Commission held a public hearing on March 19, 2020, and unanimously recommended approval of the Conditional Use Permit, contingent upon substantial completion of the Design Review Process, as the request is consistent with the Comprehensive Plan and Zoning Ordinance.

## RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A CONDITIONAL USE PERMIT TO CONSTRUCT, OWN, AND OPERATE A MULTIPLE FAMILY DWELLING COMPLEX ON LOT 2 ECHO HILLS REPLAT FOUR.

WHEREAS, the City Council in an earlier agenda item approved a Subdivision Agreement between the City and Vandelay Investments, L.L.C. ("Subdivider"), a Nebraska limited liability company, with respect to development of property to be replatted as Lots 1-4, Echo Hills Replat Four; and

WHEREAS, West Management, LLC ("Applicant"), a Nebraska limited liability company and affiliated entity of Subdivider, executed a purchase agreement to acquire ("Purchase Agreement"), and submitted applications to replat and develop, the property to be platted as Lots 1-4, Echo Hills Replat Four, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska ("Property"); and

WHEREAS, Subdivider, by an assignment of the Purchase Agreement from Applicant, desires to acquire the Property and develop and operate it in a unified, compatible manner as a mixed use development. Specifically, Subdivider directly or indirectly through one or more Controlled Entities desires to develop, construct, own, and operate in a unified, compatible manner Private Improvements on the Property, including without limitation the following:

- a. Own, develop and operate Lot 1 as an 80 unit assisted living and memory care facility comprised of a single building containing 60 assisted living units and 20 memory care units;
- b. Own, develop and operate Lot 2 as a 210 unit multi-family residential housing project comprised of four separate residential apartment buildings, including without limitation, detached and attached fully enclosed single-vehicle parking garages, and
- c. Own, develop and operate Lots 3 and 4 as commercial pad sites;

all as presented to the City Council by or on behalf of the Applicant and Subdivider in connection with the request for approval of the Plat, PUD Plan and Conditional Use Permit and as finally approved; and

WHEREAS Applicant, for itself and on behalf of Subdivider and Controlled Entities that will own, develop, and operate some or all of the Property, has applied for approval of a conditional use permit for a multiple-family dwelling complex on Lot 2 Echo Hills Replat Four, located southeast of the intersection of S 146<sup>th</sup> Street and Echo Hills Drive; and

WHEREAS, the La Vista Planning Commission held a public hearing on March 19, 2020 to review the application and unanimously voted to recommend approval; and

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

NOW THEREFORE, BE IT RESOLVED, that the recitals above are incorporated into this Resolution by reference, and that the terms used in such recitals or elsewhere in this Resolution shall have the meaning specified in the Subdivision Agreement referenced above, unless a different meaning otherwise is clearly intended by the context.

BE IT FURTHER RESOLVED that the Mayor and City Council of the City of La Vista hereby approve and authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, subject to any additions, subtractions, or modifications that the City Administrator may determine necessary or advisable, for Applicant, Subdivider, or any Controlled Entities to construct, own, and operate multiple-family dwellings on Lot 2 Echo Hills Replat Four, contingent upon approval, execution, and recording of the Echo Hills Replat Four Final Plat and Subdivision Agreement, substantial completion of the Design Review Process, and the creation of all Controlled Entities that will construct, own, and operate multiple-family dwellings on Lot 2 Echo Hills Replat Four, all of which shall be named as parties in and execute the Conditional Use Permit.

PASSED AND APPROVED THIS 21ST DAY OF APRIL, 2020.

CITY OF LA VISTA

ATTEST:

---

Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk

K:\APPS\City Hall\20 FINAL RESOLUTIONS\20. CUP - Echo Hills  
Multiple Family Dwelling Complex 04.21.2020.Doc



CITY OF LA VISTA  
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBERS: PCUP20-0002;

FOR HEARING OF: APRIL 21, 2020  
REPORT PREPARED ON: MARCH 20, 2020

**I. GENERAL INFORMATION**

**A. APPLICANT:**

Brett West  
West Management LLC  
3042 Sheridan Blvd  
Lincoln, NE 68502

**B. PROPERTY OWNER:**

Omaha Community Foundation  
3555 Farnam Street  
Omaha, NE 68131

**C. LOCATION:** Northwest of the intersection of Chandler Road and 144<sup>th</sup> Street.

**D. LEGAL DESCRIPTION:** Lot 3 Echo Hills (Proposed Lot 2 Echo Hills Replat Four).

**E. REQUESTED ACTION(S):** Approval of a Conditional Use Permit for the construction and operation of multi-family housing on proposed Lot 2 Echo Hills Replat Four.

**F. EXISTING ZONING AND LAND USE:** R-3 – High-Density Residential, Gateway Corridor District (Overlay District), and Planned Unit Development; The site is currently vacant.

**G. PURPOSE OF REQUEST:** Development of four, three-story apartment buildings that would include a total of 210 market-rate apartment units including underground and attached parking.

**H. SIZE OF SITE:** Approximately 5.78 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** The property slopes downward to the south and to the east; the site is currently vacant.

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

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North (West)	Low-Medium Density Residential	RS-72 Single Family Residential	Echo Hills Neighborhood
North (East)	High-Density Residential	R-3 High-Density Residential, Planned Unit Development, Gateway Corridor Overlay District	Proposed Echo Hills Assisted Living and Memory Care
East	Commercial	C-1 Shopping Center Commercial, Gateway Corridor Overlay District	Dino's Storage
South	Industrial	I-1 Light Industrial, Gateway Corridor Overlay District	Vacant Lot
West	Low-Medium Density Residential	RS-72 – Single Family Residential	Echo Hills Neighborhood

**C. RELEVANT CASE HISTORY:**

1. On February 4, 2020 the City Council of the City of La Vista held public hearings and approved of an amendment to the Future Land Use Map of the Comprehensive Plan and rezoning to change a portion of Lot 3 Echo Hills from C-1 Shopping Center Commercial to R-3 High-Density Residential to allow for further development of the site as proposed. Additionally, the City Council approved a Planned Unit Development Site Plan a Preliminary Plat for the Echo Hills Development, noting that the applicant will need to obtain approvals of the following before construction on the site can begin: Final Plat, architectural design review for each building, and Conditional Use Permits for the apartments and assisted living/memory care facility.

**D. APPLICABLE REGULATIONS:**

1. Section 5.08 of the Zoning Regulations – R-3 High Density Residential
2. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development (Overlay District)
3. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
4. Article 6 of the Zoning Regulations – CUP – Conditional Use Permit

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

1. The Future Land Use Map of the Comprehensive Plan designates proposed Lot 2 Echo Hills Replat Four for high-density residential development.
2. The proposed project will meet Policy Live-2.2 of the La Vista Comprehensive Plan which reads: "Promote the development of housing types and supportive programs for people of retirement age, allowing residents to age in place with access to daily services." This policy directly promotes Goal 2 of the Live Long category of the Comprehensive Plan, which reads: "Maintain the balance of diverse, high-quality housing that appeals to people of varying backgrounds, incomes and abilities."

#### **B. OTHER PLANS:** Traffic Impact Analysis dated December 2, 2019.

#### **C. TRAFFIC AND ACCESS:**

1. There will be two main full access points to the development; one onto 144<sup>th</sup> Street (N-50) via Echo Hills Drive, and one onto Chandler Road via 146<sup>th</sup> Street. The apartments can be accessed directly off of 146<sup>th</sup> Street and from a connection with Lots 3 and 4 Echo Hills Replat Four to the south.
2. A traffic impact analysis for the development has been prepared by Felsburg, Holt & Ullevig (FHU). The City Engineer has reviewed the study and finds the analysis and recommendations reasonable. The traffic impact analysis was included in the packet for the Planned Unit Development, which was considered by Council on February 4, 2020.

The traffic impact analysis noted that MUTCD traffic signal warrants were not satisfied at the intersection of N-50 (144<sup>th</sup> Street) with Echo Hills Drive/Josephine Street or 146<sup>th</sup> Street with Chandler Road under 2019 existing or 2021 buildout traffic conditions. As the area surrounding the site continues to develop, these two intersections should be continually monitored to determine if signalization is warranted.

The traffic impact analysis recommends signal head improvements to the traffic signal at the intersection of N-50 (144<sup>th</sup> Street) and Chandler Road at the time of full buildout.

#### **D. UTILITIES:**

1. The property has access to sanitary sewer, water, gas, power, and communication utilities.
2. Storm water management fees will be collected at the time of building permit.

**E. PARKING REQUIREMENTS:** The parking stall requirements for the proposed apartments, per the La Vista Zoning Ordinance, are:

Lot #	Use	Required Stalls	Provided Stalls
Lot 2	Multi-Family	388	497

The proposed 497 parking stalls meet the requirements in the La Vista Zoning Ordinance.

**IV. REVIEW COMMENTS:**

- A. The design of each building is being reviewed through the City's Architectural Design Review process and must be substantially complete prior to execution and recording of this Conditional Use Permit and issuance of any building permits. The architectural elevations (Exhibit F) of the attached Conditional Use Permit are conceptual and may change as a result of the Design Review process.
- B. Any traffic improvements required by NDOT must be completed prior to the issuance of a Certificate of Occupancy and is addressed through the Subdivision Agreement as part of the Final Plat process. The Subdivision Agreement must be finalized prior to the execution of this Conditional Use Permit.
- C. The applicant informed staff that they held a forum on November 14<sup>th</sup>, 2019 to discuss the proposed development with neighborhood residents and the SID Board, and to listen to their feedback. The applicant worked with City Staff and the SID Board to propose several traffic calming/off-site improvements to mitigate the potential negative impacts of increased traffic on the neighborhood. These proposed improvements include a speed table and pedestrian crossing on 146<sup>th</sup> Street, a speed hump on Echo Hills Drive, a fence along the east edge of Echo Hills Park along 146<sup>th</sup> Street, additional on-street parking stalls for Echo Hills park, and an improved sidewalk connection to the park from the neighborhood.
- D. A draft of the Conditional Use Permit has been included in the packet for review.

**V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:**

Staff recommends approval of the Conditional Use Permit for Lot 2 Echo Hills Replat Four contingent upon approval of the Echo Hills Replat Four final plat and subdivision agreement, and substantial completion of the Design Review Process, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VI. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:**

The Planning Commission held a public hearing on March 19, 2020 and unanimously voted to recommend approval of the Conditional Use Permit for Lot 2 Echo Hills Replat Four contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

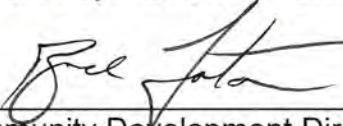
**VII. ATTACHMENTS TO REPORT:**

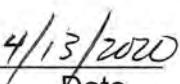
- A. Vicinity Map
- B. Review Letter
- C. Draft Conditional Use Permit w/ Exhibits

**VIII. COPIES OF REPORT SENT TO:**

- A. Brett West, West Management LLC
- B. Joe Dethlefs, Thompson, Dreessen & Dorner Inc.
- C. Public Upon Request

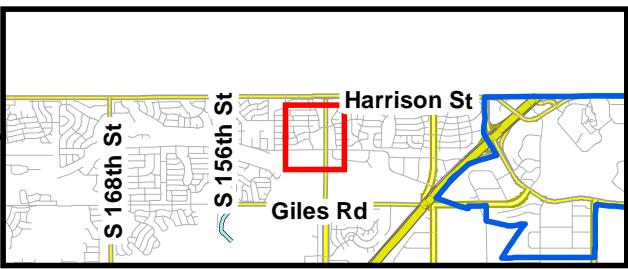
  
\_\_\_\_\_  
Prepared by: Assistant Planner

  
\_\_\_\_\_  
Community Development Director

  
\_\_\_\_\_  
Date



## Vicinity Map - Conditional Use Permit Echo Hills Apartments



3/11/2020

CB





February 24, 2020

Joe Dethlefs  
Thompson, Dreessen & Dorner Inc.  
10836 Old Mill Road  
Omaha, NE 68154

RE: Conditional Use Permit – Initial Review  
Echo Hills Apartments

Joe,

Thank you for your submittal of the above referenced Conditional Use Permit (CUP) application. Staff has reviewed the initial submittal and has provided the following initial comments:

**Section 6.05.04:**

1. Parking, if found to be inadequate within Lot 2, will need to be shared with other lots internal to the development. Provisions may be written into the Subdivision Agreement to satisfy this concern.

**Section 6.05.050 and 6.05.10:**

2. Public and common improvements, as well as common area maintenance and the PSCMP maintenance obligations will be addressed with the Subdivision Agreement, and any other applicable documentation.

**General Comments:**

3. Applicant needs to provide approximate hours of operation for the leasing office within a revised Operating Statement. Additionally, please revise the Operation Statement to not include, "...ranging anywhere from \$850 to \$1,600 per unit...".
4. The Fire Marshall has requested that the fire department access (including the access from the lot to the south) be completed before construction of the superstructure begins. Additionally, the water supply for firefighting, including any private hydrants that may be

**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

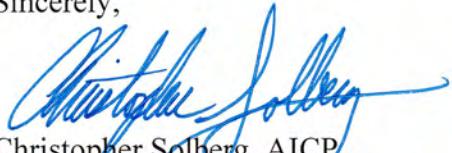
**Public Works**  
9900 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

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

required, must be installed and tested prior to construction of the superstructure.

A draft Conditional Use Permit (CUP) will be developed and shared with you soon to be reviewed. If you have any questions regarding these comments, please feel free to contact me at any time.

Sincerely,



Christopher Solberg, AICP  
Deputy Community Development Director  
[csolberg@cityoflavista.org](mailto:csolberg@cityoflavista.org)  
(402) 593-6400

Cc:     Bruce Fountain, Community Development Director  
          Brett West, West Management LLC

**CITY OF LAVISTA  
CONDITIONAL USE PERMIT**

**Conditional Use Permit for Multiple Family Dwellings  
(Echo Hills Apartments)  
Lot 2 Echo Hills Replat Four**

This Conditional Use Permit is issued this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City") to West Management, LLC., a limited liability company authorized to do business in Nebraska ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a multiple family dwelling complex to be known as the Echo Hills Apartments upon the following described tract of land within the City of La Vista's zoning jurisdiction:

Lot 2 Echo Hills Replat Four, a subdivision in Sarpy County, Nebraska (the "Property") as depicted in Exhibit "A" the final plat; and

WHEREAS, Owner has applied for a Conditional Use Permit for the purpose of constructing and operating a multiple family dwelling complex on the Property as described above; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit to the Owner for such purposes, subject to certain conditions and agreements as hereinafter provided (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Owner to use the Property for the purposes described above, said use hereinafter being referred to interchangeably as a "Permitted Uses" or "Uses".

**Conditions of the Permit**

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any material breach hereof shall cause Permit to expire and terminate, subject to the rights of the Owner to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Uses:
  - a. The site plan (the "Site Plan") showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit "B".
  - b. Operations on the property will be limited to and carried out in accordance with the Operational Statement attached as Exhibit "C" and incorporated into this permit by reference.
  - c. Architectural review of the building design, landscaping, and lighting has been completed and the foregoing plans are approved as shown in Exhibits "D" through "F".
  - d. The Property shall be developed and maintained in accordance with the Site Plan and all other Exhibits of this Agreement, as well as the final plat of Lots 1-4 Echo Hills Replat Four ("Final Plat"), Planned Unit Development Plan ("PUD") and Subdivision Agreement applicable to the Property, ("Subdivision Agreement"), as approved by the City and incorporated herein by this reference.

Any modifications to the Site Plan must be submitted to the Chief Building Official for approval. Modification of any other document or Exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.

- e. All signage, including without limitation design, location, placement and dimensions, shall be subject to approval of the Community Development Department, per the La Vista Zoning Ordinance.
- f. As-built topographic surveys of the storm water detention areas constructed in accordance with the Subdivision Agreement shall be provided to the City before certificates of occupancy are issued for any completed building on the Property, with a requirement that any variances from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.
- g. No vehicle repair (other than emergency maintenance such as changing a tire), inoperable or abandoned vehicles, or storage of vehicles shall be allowed in the parking areas on the Property shown on Exhibit "B". The Owner shall have seventy-two (72) hours after notice from the City or other appropriate political subdivision to correct any violation or cause the removal of any such vehicle that is in violation.
- h. Owner shall obtain all required permits for the Uses from the City of La Vista.
- i. Owner shall comply (and shall ensure that all structures, appurtenances and improvements on the Property at any time comply) with any applicable federal, state and/or local laws, rules or regulations, as amended or in effect from time to time, including, but not limited to, applicable building codes, fire codes, ADA requirements, and environmental or safety laws, rules or regulations.
- j. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner or its agents, employees, assigns, suppliers or invitees relating to the Owner's Uses of the Property, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation but excluding any liability, loss, claim or expense proximately caused by the sole negligence of the City.
- k. A drainage study for the Property has been completed, as referenced in the Subdivision Agreement, with respect to the proposed Uses on Lots 1-4 Echo Hills Replat Four. Owner agrees to comply with requirements related to drainage that are specified in said Subdivision Agreement.
- m. Owner shall ensure that the leasing and business office on the property will be staffed during normal business hours.
- n. If at any time any part of Lot 2 Echo Hills Replat Four is owned by any person or entity other than Owner, all owners shall cooperate and coordinate to carry out Subdivider (as "Subdivider" is defined in the Subdivision Agreement) obligations under the Subdivision Agreement.
- o. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height and screened accordingly.
- p. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the approved landscaping plan (Exhibit "D") and the requirements of the Gateway Corridor District.

3. The Owner's right to maintain the Uses of the Property, as contemplated by this Permit, shall be based on the following conditions:

- a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked (with respect to a particular Use) only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Owner and opportunity to cure in the time and manner described below.
- b. Construction will be in accordance with the City Building Code. Time limitation for building permits shall be in accordance with the City Building Code. Extensions shall be requested in writing and

justifiable cause demonstrated.

- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property as related to said structures, facilities or materials.

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

- a. Owner's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Owner fails to commence construction of the buildings within the time provided by Section 4(b) above.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Uses, and such cancellation, revocation denial or failure to maintain any federal, state or local permit required for the use is not cured in the time and manner described below, so long as curative rights are provided under laws, rules and regulations governing said permit.
- c. Owner's construction or placement of a storage tank, structure or other improvement on the Property, (except during construction of any phase of the project) not specified in this Permit and Owner's failure to cure such breach in the time and manner described below after City's giving notice thereof.
- d. Owner's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. If construction of the improvements on the Property has not been commenced within twelve (12) months from the date of this Permit, this Permit shall be null and void and all rights hereunder shall lapse; provided, however, Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

6. If the Owner upon the expiration or termination of this Permit fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Owner or any third party to exercise said option) cause the same to be removed at Owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards or nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

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

8. The conditions and terms of this Permit shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of, the Owner, its successors and assigns.

9. Delay of City to terminate this Permit on account of breach of Owner of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

10. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to written notice and opportunity to cure a breach of this Permit as follows. City will notify the Owner in

writing of any breach of this Permit and Owner shall be permitted to cure any breach. Such written notice shall specify the particular conditions giving rise to the breach, and, to the extent known, what actions are required to cure such breach. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section 10 and diligently pursued and completed as soon as is reasonably possible, and allowing additional time does not substantially increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

11. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
12. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

To Owner:    West Management, LLC  
Attn: Brett West  
3042 Sheridan Blvd  
Lincoln, NE 68502

13. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.
14. Exhibits.    The following exhibits are incorporated herein by reference:

Exhibit "A":	Final Plat
Exhibit "B":	Site Plan
Exhibit "C":	Operating Statement
Exhibit "D":	Landscaping Plan
Exhibit "E":	Site Lighting Plan
Exhibit "F":	Elevation Renderings

### Effective Date:

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

## THE CITY OF LA VISTA

By \_\_\_\_\_  
Douglas Kindig, Mayor

Attest:

---

Pamela A Buethe, CMC  
City Clerk

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Permit, and they acknowledged the execution thereof to be their voluntary act and deed.

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

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

Owner:

West Management, L.L.C., a  
limited liability company

By: \_\_\_\_\_, it's owner

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_ personally known by me to be an owner of West Management L.L.C., a limited liability company, and the identical person whose name is affixed to the foregoing Permit, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

---

## Notary Public



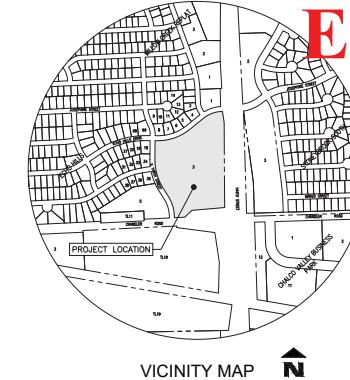
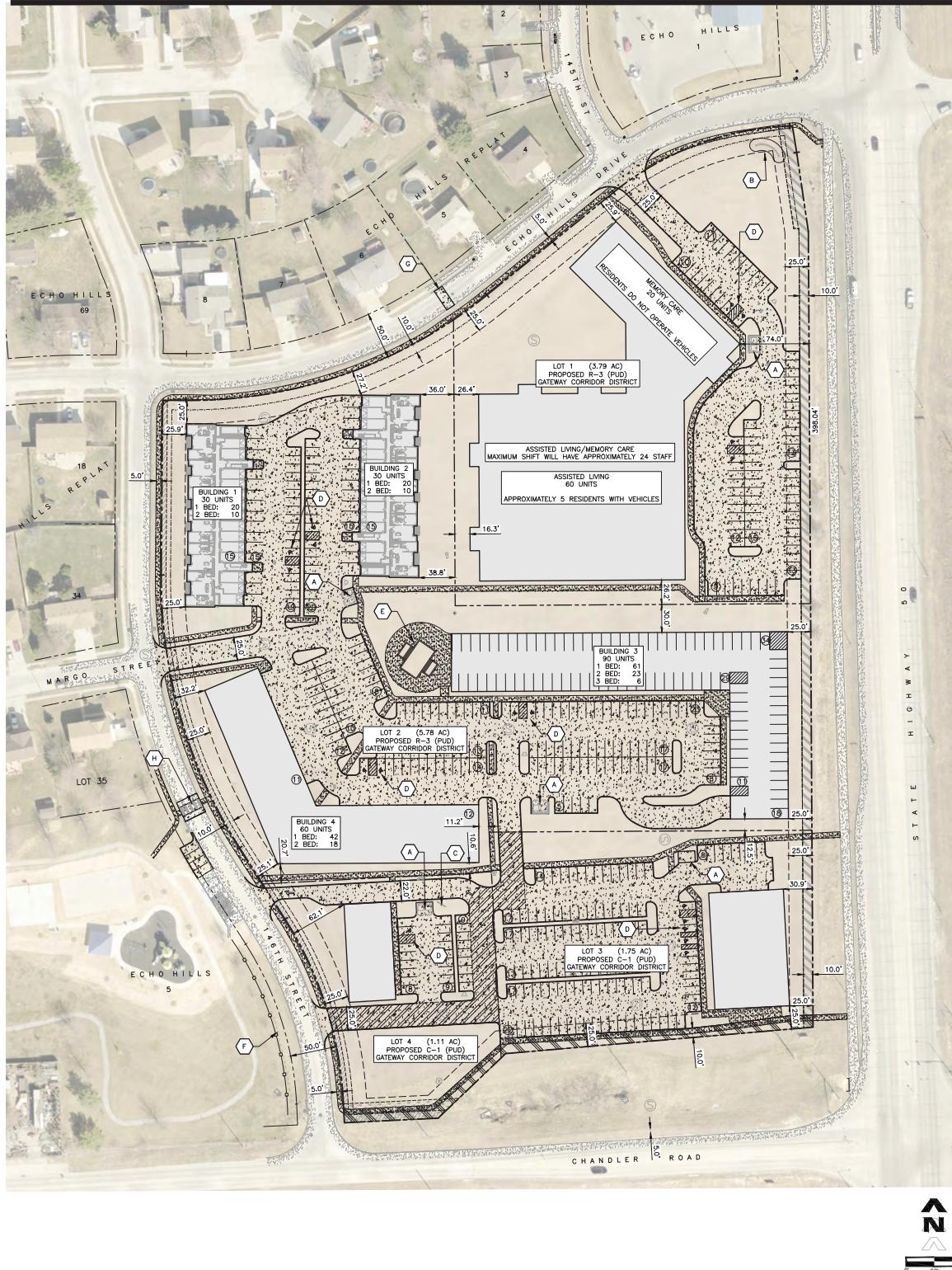
# Exhibit B

**TD2**  
engineering & surveying

thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 www.td2co.com

Project Name

Echo Hills Replat 4  
Lots 1 - 4



## SITE KEY NOTES

- A. TRASH ENCLOSURE LOCATION
- B. MONUMENT SIGN LOCATION
- C. DRIVE THRU SIGN LOCATION
- D. PROPOSED ADA STALLS
- E. PROPOSED POOL LOCATION
- F. PROPOSED FENCE LOCATION
- G. PROPOSED SPEED HUMP
- H. PROPOSED SPEED TABLE & PEDESTRIAN CROSSING

## LEGAL DESCRIPTION

ECHO HILLS REPLAT 4, LOTS 1-4, BEING A REPLAT OF LOT 3, ECHO HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

## LEGEND

- PROPOSED P.C.C. PAVEMENT
- PROPOSED P.C.C. SIDEWALK
- PROPOSED SANITARY SEWER MANHOLE
- PARCEL BOUNDARY
- PROPOSED LOT LINES
- BUILDING SETBACK
- LANDSCAPE SETBACK
- PROPOSED ACCESS EASEMENT
- PROPOSED SIDEWALK EASEMENT
- PERMANENT SANITARY SEWER EASEMENT AS SHOWN ON THE FINAL PLAT OF ECHO HILLS.
- UTILITY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT AND NORTHWESTERN BELL TELEPHONE COMPANY IN THE FINAL PLAT DEED OF ECHO HILLS.
- EASEMENT AND RIGHT-OF-WAY GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, RECORDED AS INSTRUMENT NO. 96-14043 OF THE SARPY COUNTY RECORDS.

## BUILDING HEIGHT

LOT NUMBER	BUILDING NUMBER/NAME	STORIES	HEIGHT
1	ASSISTED LIVING	2	39'
	MEMORY CARE	1	20'-24'
2	BUILDING 1	3	45' MAX
	BUILDING 2	3	45' MAX
	BUILDING 3	3	45' MAX
3	RETAIL	1	20'-24'
4	RETAIL	1	20'-24'

## SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (SF/AC)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SF)	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SF)	TOTAL OPEN SPACE (%)
LOT 1	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	165,264 SF / 3.79 AC	61,216	37	122,432 SF	38,500	99,716	60 %	65,548	40 %
LOT 2	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	251,772 SF / 5.78 AC	81,500	32	237,900 SF	97,145	178,645	71 %	73,127	30 %
LOT 3	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	93,238 SF / 1.75 AC	9,600	13	9,600 SF	46,100	55,700	72 %	20,528	27 %
LOT 4	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	48,135 SF / 1.11 AC	5,240	10	5,240 SF	19,170	24,410	47 %	23,725	49 %

## PARKING SUMMARY

LOT NUMBER	PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
1	60 ASSISTED CARE UNITS & 20 MEMORY CARE UNITS	80 + 24 EMPLOYEES**	83
2	210 UNITS	105 COVERED	145
	283 BEDROOMS	283	352
3	10,400 SF (INCLUDES OUTDOOR SEATING)	104 + EMPLOYEE	124
4	4,200 SF	21	26

\*\* APPROXIMATELY 5 ASSISTED LIVING RESIDENTS OPERATE VEHICLES & MEMORY CARE RESIDENTS DO NOT OPERATE VEHICLES

## PHASING INFORMATION

PHASE NUMBER	LOT NUMBER	PROPOSED USE
PHASE 1	LOT 3	COMMERCIAL
PHASE 2	LOT 1	ASSISTED LIVING
PHASE 3	LOT 2	MULTI-FAMILY
PHASE 4	LOT 4	COMMERCIAL

Drawn By: TDV Reviewed By: JAD  
Job No.: 2142-102 Date: 11.04.19

Sheet Title  
PUD Site Plan

Sheet Number

**C1.0**

# **Exhibit C**

## Operating Statement

### **Echo Hills Apartments**

The Echo Hills apartment complex will include 210 units spread over four, three-story buildings. The project will have two 30 plex buildings, one 60 plex building and one 90 plex building. The studio, one-bedroom, two- bedroom, and three-bedroom units will be rented at market rates. Amenities will include underground and attached parking garages, in ground pool and outdoor recreation area including firepits and seating areas, a lounge area and entertainment space and exercise facility for residents. The property will be managed by a professional third-party manager and will include an on-site leasing office, and dedicated leasing agent and 24 hour on-call maintenance staff. Construction will probably begin Winter of 2020 and the 30 plex buildings will probably open late 2021 with the balance of the buildings opening in 2022. We would anticipate an 18 month total construction period.

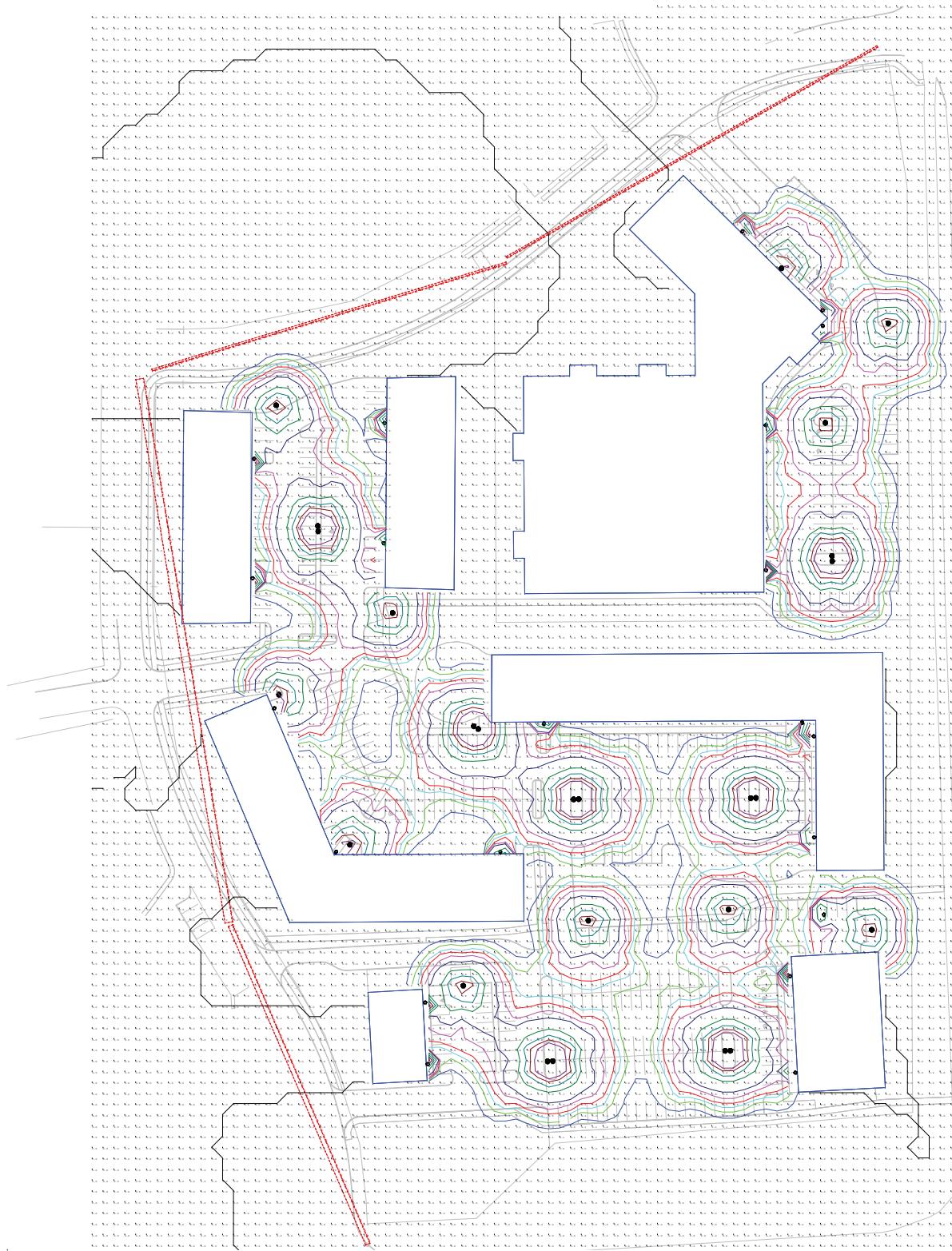
# Exhibit D

## West Management L.L.C.

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Updates Per City Comments	01-20-20
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ILLUMINANCE [FC]			
Label	Avg	Max	Min
NE VERT	0.00	0.0	0.0
NW VERT	0.01	0.1	0.0
Site	0.34	9.9	0.0
SW VERT	0.00	0.0	0.0
W VERT	0.00	0.0	0.0

ECHO HILLS  
SITE PHOTOMETRICS  
SCALE: 1" = 40'-0" ON 30X42

**Exhibit E**

# Exhibit F

A200

## Project

E

# WEST DEVELOPMENT

ECHO HILLS APARTMENTS AND ASSISTED LIVING

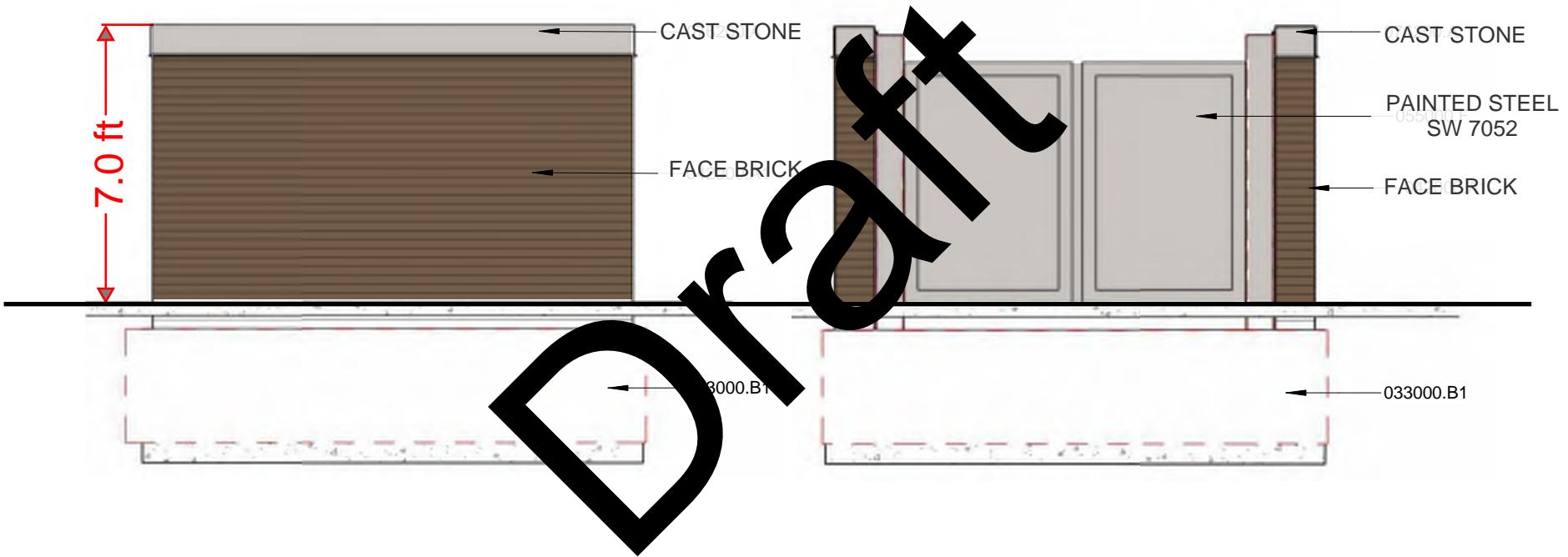
PROJECT CONSULTANT

RE-SUBMITTED	04-08-2020
PROJECT ARCHITECT:	XXX
DRAWN BY:	XXX
Author	
ISSUED:	01/01/20









TRASH ENCLOSURE  
SUPPLEMENTAL INFORMATION

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**APRIL 21, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
HARRISON STREET BRIDGE RAIL REPAIR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to execute a construction contract with JMN Construction, LLC of Valley, Nebraska for the repair of the reinforced concrete bridge rail on Bridge No. U138300205P, Harrison Street at Papillion Creek, in an amount not to exceed \$27,420.00.

**FISCAL IMPACT**

FY19/20 Biennial Budget will fund the project if insurance claims are unsuccessful

**RECOMMENDATION**

Approval

**BACKGROUND**

Public Works received one (1) informal bid from JMN Construction, LLC of Valley, Nebraska, to repair the reinforced concrete bridge rail that was damaged in February due to a motor vehicle crash. The guardrail in the vicinity of the bridge rail was impacted by the errant vehicle, which damaged the thrie beam (guardrail) to bridge rail connection at the southwest bridge approach. A short section of the bridge rail will need to be removed and replaced in order to reestablish the above-mentioned connection. JMN is anticipating beginning work on or about Monday, April 27, 2020 (weather permitting), and expects to complete the work within the 15 working day contract provision.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONTRACT WITH JMN CONSTRUCTION, LLC, VALLEY, NEBRASKA FOR CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$27,420.00.

WHEREAS, the Mayor and City Council have determined that construction services for the repair of the Harrison Street Bridge at Papillion Creek are necessary; and

WHEREAS, the FY19/20 Biennial Budget provides funding for the proposed services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a contract, in a form satisfactory to the City Administrator and City Attorney, be authorized with JMN Construction, LLC, Valley, Nebraska for the construction services in an amount not to exceed \$27,420.00.

PASSED AND APPROVED THIS 21ST DAY OF APRIL 2020.

CITY OF LA VISTA

ATTEST:

---

Douglas Kindig, Mayor

---

Pamela A. Buethe, CMC  
City Clerk

## CONTRACT

THIS AGREEMENT made and entered into in triplicate, this 7<sup>th</sup> day of April, 2020, by and between the CITY OF LA VISTA, NEBRASKA, hereinafter referred to as "Owner" and JMN Construction, LLC, hereinafter referred to as "Contractor".

WITNESSETH:

Whereas, the Contractor did on April 02, 2020, submit to the Owner the lowest proposal for all items on the plans and specifications prepared by the Owner entitled "Plans and Specifications for BRIDGE NO. U138300205P, HARRISON STREET AT PAPILLION CREEK, BRIDGE RAIL REPAIRS, CITY OF LA VISTA, NEBRASKA" and for all work incidental or necessary thereto.

This contract, including the Request for Proposal inviting contractors to bid, the instructions to bidders, the proposal form, all applicable laws governing the Owner's authority to contract, and the general detailed plans and specifications, contains the entire agreement between the Owner and Contractor, and there are no other written or oral promises, agreements, or warrants which may affect it, except as previously noted herein. This Contract cannot be amended except by written agreement of both parties. Notice to the parties shall be given in writing to the agents for each party named below:

Owner:	City of La Vista 8116 Park View Boulevard La Vista, Nebraska 68128 Attn: Pat Dowse	Contractor:	JMN Construction, LLC 314 West Reichmuth Road Valley, NE 68064 Attn: Jim Machreimer
--------	---	-------------	--

In consideration of the following mutual agreements and covenants to be kept by each party, Contractor agrees to furnish all material, labor, tools, expendable equipment, permits required and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the Work required in accordance with the Plans and Specifications for a lump sum price of:

TOTAL CONTRACT - BASE BID AND ALTERNATE	\$ 27,420.00
---	--------------

This price includes the following items:

### BASE BID

1. Preparation of Bridge (NDOT BID ITEM NO. 6030.05)
2. Mobilization (NDOT BID ITEM NO. 0030.00)
3. Concrete for Pavement Approaches, Class 47BD-4000 (NDOT BID ITEM NO. 3050.15)
4. Epoxy Reinforcing Steel for Pavement Approaches (NDOT BID ITEM NO. 3051.10)

### ALTERNATE BID

- A1. Provide Temporary Traffic Control (CITY OF OMAHA BID ITEM NO. 906.200

Contractor shall also furnish all bonds required and pay all permit fees, and any other charges levied or required by any governmental authority exercising control over this project, except that the City of La Vista building permit fee will be waived.

Once each month, the Owner will pay the Contractor 90% of the value of the work completed as of the end of the preceding month, as certified by the Owner's Engineer. If the Work has been 50 percent completed as determined by the Engineer, and if the character and progress of the Work have been satisfactory to the Owner and Engineer, then the retainage will be reduced to 5% of the work completed. The balance will be paid by the Owner upon completion of the work and approval of the Owner's Engineer and acceptance by the Owner.

The Contractor shall furnish a written two (2) year material and labor warranty for the work installed under this contract. Contractor must also furnish a Certificate of Insurance for Worker's Compensation and Public Liability Insurance and Auto Insurance in the manner and with minimum limits as set forth in the General conditions of the Specifications.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in employment practices and the selection and retention of subcontractors, including procurements of materials and leases of equipment.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by the Neb. Rev. Stat. 4-108

Contract is let subject to the following conditions:

Contractor agrees to commence work within seven (7) days after receiving written notification from the Owner to proceed, and to complete all work no later 15 working days after Notice to Proceed. As time is of the essence, for each calendar day that any work shall remain uncompleted after the above specified completion date, the Contractor shall pay to the Owner the sum of \$500.00 per calendar day, not as a penalty, but as predetermined and agreed liquidated damages.

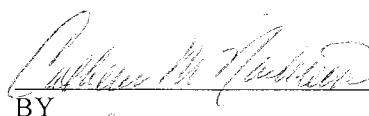
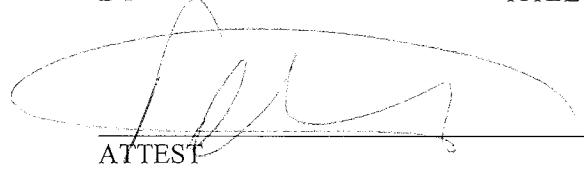
EXECUTED the day and year first above written.

CITY OF LA VISTA, NEBRASKA

MAYOR

CLERK

JMN CONSTRUCTION, LLC

  
John M. Nester  
BY  TITLE 4/17/2020  
  
ATTEST

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>INSPRO Insurance, Inc.</b> 12329 Southport Parkway Ste 100 LaVista, NE 68128 402 333-5700	CONTACT NAME: <b>Marcia Fidler</b>	
	PHONE (A/C, No, Ext): <b>402 333-5700</b>	FAX (A/C, No): <b>402 333-0633</b>
INSURED <b>JMN Construction LLC</b> 314 W Reichmuth Rd Valley, NE 68064	E-MAIL <b>mfidler@insproins.com</b>	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	<b>INSURER A : BITCO General Insurance Corp</b>	<b>20109</b>
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

INSR LTR	TYPE OF INSURANCE	ADDL/INSR	SUBR/INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	X	CLP3675769	01/01/2020	01/01/2021	EACH OCCURRENCE	\$1,000,000
	PD Ded:1,000							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							MED EXP (Any one person)	\$5,000
	OTHER:							PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$2,000,000
								PRODUCTS - COMP/OP AGG	\$2,000,000
									\$
A	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	X	CAP3675770	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
A	UMBRELLA LIAB  EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR			CUP2815599	01/01/2020	01/01/2021	EACH OCCURRENCE	\$5,000,000
		CLAIMS-MADE						AGGREGATE	\$5,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$10000							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	X	WC3675767	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
								E.L. EACH ACCIDENT	\$500,000
								E.L. DISEASE - EA EMPLOYEE	\$500,000
								E.L. DISEASE - POLICY LIMIT	\$500,000
A	Pollution				CLP3675769	01/01/2020	01/01/2021	500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Bridge No. U138300205P, Harrison Street at Papillion Creek, Bridge Rail Repairs, City of La Vista, NE

CERTIFICATE HOLDER

CANCELLATION

City of La Vista, Nebraska  
8116 Park View Blvd  
LaVista, NE 68128

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Neil Trout*

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**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**APRIL 21, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
REQUEST FOR PROPOSAL ANNUAL AUDIT SERVICES & KENO AGREED UPON PROCEDURES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing a request for proposals (RFP) for the FY20, FY21 and FY22 annual audit services and the FY21 and FY22 Keno agreed upon quarterly and annual procedures with the option of a three-year extension.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The last audit services request for proposals was issued twelve years ago in April 2008. The original contract was a three-year base with an option to extend an additional three years. Three three-year extensions were signed with FY19 being the last year.

An engagement letter with BKD has been signed for the FY20 Keno agreed upon quarterly and annual procedures. No engagement letter is currently in place with BKD for the FY20 audit services.

While the City has extended the BKD contract several times, the GFOA (Government Finance Officers Association) best practice for audit procurement recommends that a City enter into multi-year agreements of at least five years and undertake a full-scale competitive process for the selection of independent auditors at the end of the term of each audit contract. Under the terms of the proposed RFP, the next procurement process would be at either the end of three years or six years with the extension. By issuing the RFP now, procurement procedures can be completed by June 26<sup>th</sup> and provide updated audit services costs for the FY21 FY22 biennial budget.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,  
NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR AUDIT SERVICES

WHEREAS, the Mayor and Council have determined that audit services are necessary; and

WHEREAS, the FY 21/22 Biennial Budget will provide funding for the proposed audits; and

WHEREAS, proposals will be due May 22, 2020;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the  
request for proposals for audit services.

PASSED AND APPROVED THIS 21ST DAY OF APRIL, 2020.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

## **City of La Vista, Nebraska**



### **Request for Proposals**

### **Audit Services for the City of La Vista**

**ISSUE DATE:**

**April 22, 2020**

**SUBMISSIONS DUE:**

**May 22, 2020, 10:00 AM CST\***

\*Late Proposals Will Be Rejected

## **Request for Proposals**

### **Audit Services for the City of La Vista**

**Release Date Wednesday April 22, 2020**

**Opening Date and Time Friday May 22, 2020 at 10:00 a.m. CT**

The City of La Vista (City) is issuing this Request for Proposal to solicit proposals from qualified contractors/consultants to provide auditing services for the City of La Vista. The purpose of this Request for Proposal is to select an auditor to provide auditing services for the City of La Vista as detailed below.

All correspondence, questions and additional information regarding this Request for Proposal should be sent via email to the City Clerk, Pam Buethe, [pbuethe@cityoflavista.org](mailto:pbuethe@cityoflavista.org). All email correspondence must include the Request for Proposal title and May 22, 2020 in the subject line. Written questions are due no later than **4:00 p.m. CT, May 1, 2020**. Responses to questions or any other clarifications will be provided no later than **Wednesday, May 15, 2020**.

Each vendor should submit one (1) original, three (3) copies, and one (1) electronic copies (Flash Drive) of their entire proposal. **Due to the COVID-19 restrictions vendors may limit submissions to electronic copies if restrictions are still in place as of the submission deadline.** All proposals, including Flash Drive, must be submitted and received by the La Vista City Clerk by **10:00 a.m. CT on May 22, 2020**. Proposals received after this date and time will not be accepted and thus considered void.

Proposals must meet the following requirements to be considered valid. Proposals will be rejected if not in compliance with the following requirements.

1. Proposals must be received by the date and time of the proposal opening indicated above. No late proposals will be accepted. No fax proposals will be accepted. Proposals should be delivered to:

**City of La Vista City Clerk**  
Attn: Pam Buethe  
8116 Park View Boulevard  
La Vista, NE 68128-2198

2. All vendor proposals must be manually signed, in ink, and returned by the proposal opening date and time along with any other requirements specified in this Request for Proposal in order to be considered for an award. **However, exceptions will be made due to any COVID-19 Restrictions in place as of the submission deadline.**

3. All vendor proposals must be in a sealed envelope/container and marked **Audit Services for the City of La Vista**. Envelopes or containers utilized for original documents must be clearly marked **Original Documents**.
4. Any proposal may not be altered after opening. The proposal must stay in effect throughout the term of the contract.

## **Standard Conditions and Terms**

### **Scope**

These standard conditions and terms of the Request for Proposal (RFP) and acceptance apply in like force to this inquiry and to any subsequent contract resulting there from.

### **Specifications**

Vendors must submit a proposal in accordance with the terms and conditions in this Request for Proposal.

### **Alternative Terms and Conditions**

The City at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the City. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the City, are deemed rejected.

### **Insurance**

The successful vendor shall provide a certificate of insurance indicating (1) adequate workers' compensation (statutory); (2) commercial general liability in an amount not less than \$1,000,000 for any person for any number of claims arising out of a single occurrence and not less than \$5,000,000 for all claims arising out of a single occurrence; and (3) property damage insurance in an amount not less than \$500,000; and naming the City of La Vista as an additional insured, except for Workers' Compensation policies/certificates, for the term of the agreement.

### **Award**

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in this Request for Proposal. The City reserves the right to reject any or all proposals, wholly or in part, or to award to multiple vendors in whole or in part. The City reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the vendors competitive position. All awards will be made in a manner deemed in the best interest of the City.

## **Collusive Bidding**

The contractor's signature on any submitted proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible contractors and without effort to preclude the City from obtaining the lowest possible competitive price.

## **Scope of the Request for Proposal**

### **Scope**

The City of La Vista, Nebraska (City) is soliciting proposals from qualified vendors to enter into contract for audit services for the City.

The contractor will be responsible for all requirements and successful performance of this contract.

### **Term**

The agreement which will result from this RFP will be a contract for a period of three (3) years. At the sole discretion of the City, the awarded contract may be extended for up to three (3) additional one-year terms. The City may terminate the agreement by providing sixty (60) days written notice prior to the end of the City's fiscal year, September 30<sup>th</sup>.

### **Non-exclusive**

Any agreements awarded shall be non-exclusive. The City reserves the right to enter into multiple agreements from this RFP.

### **Inquiries**

Any explanation desired by a vendor regarding the meaning or interpretation of any RFP provision or questions must be submitted in writing via email to the City Clerk, Pam Buethe, [pbuethe@cityoflavista.org](mailto:pbuethe@cityoflavista.org), no later than **4:00 p.m. CT on May 1, 2020** and clearly marked "Questions for Audit Services for the City of La Vista". Vendor must include the Request for Proposal title and May 22, 2020 in the subject line.

### **Prime Vendor Responsibilities**

The vendor will be required to assume responsibility for all contractual services offered in this proposal whether the vendor performs them or not. Further, the City will consider the vendor to be the sole point of contact with regards to contractual matters, including payment of any and all charges resulting from the anticipated contract.

### **Termination**

1. The City may terminate the contract at any time if the vendor fails to carry out the terms or fails to make substantial progress toward the fulfillment of the contract obligations.

In such event, the City shall provide the vendor with thirty (30) days written notice of conditions which endanger contract performance. If after such notice the vendor

fails to remedy these conditions, the City may send a certified letter to the vendor for immediate cancellation of the contract.

2. The contract may be terminated prior to the end of the contract period by mutual agreement of both parties by at least ninety (90) days written notice.

### **Schedule of Events**

The City expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

The following time considerations and requirements concerning the selection process and annual audit work are for your information and should be taken under consideration as you prepare your proposal. Dates and times are firm unless waived by the Director of Finance or her designee due to unforeseen circumstances.

<b>Activity</b>		<b>Date/Time</b>
1	Release Request for Proposal	Wednesday April 22, 2020
2	Deadline for written inquiries	Friday May 1, 2020 by 4:00 p.m. CT
3	Deadline for City's response to inquiries	Wednesday May 15, 2020
4	Deadline for proposal submission	Friday May 22, 2020 by 10:00 a.m. CT
5	Evaluation and Review	May 25 – June 5, 2020
6	Interviews for selected firms	June 15 – June 19, 2020
7	Final recommended selection	June 26, 2020

Upon final selection, the City of La Vista Finance Department will prepare the necessary Council documents for council action on the next available Council date.

Preliminary audit work is expected to begin upon Council approval.

## Procurement Procedures

### General

The Request for Proposal (RFP) is designed to solicit proposals from qualified vendors who will be responsible for Audit Services for the City of La Vista.

Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered.

The reserves the right to reject all proposals, and, at its discretion, may withdraw or amend this RFP at any time. If, in the opinion of the City, revisions or amendments will require substantive changes in proposals, the due date may be extended.

### Communication with Staff

From the date of the RFP is issued until a contract is executed, communication regarding this project between potential vendors and individuals employed by the City of La Vista is prohibited. Only written communication via email to the City Clerk, Pam Buethe, [pbuethe@cityoflavista.org](mailto:pbuethe@cityoflavista.org) is permitted.

Once a determination is announced regarding the selection of a vendor, the vendor will be permitted to speak with the person(s) participating in contract negotiations.

Violation of these conditions may be considered sufficient cause to reject a vendor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Contacts made pursuant to any pre-existing contracts or obligations;
2. City staff and/or vendor staff present at a Pre-Proposal Conference, if scheduled, when recognized by City as staff facilitating the meeting for the purpose of addressing questions; and,
3. Presentations, key personnel interviews, clarification sessions or discussions to finalize a contract, as requested by the City of La Vista.

### Proprietary Information

All information and data contained in the proposal becomes the property of the City and becomes public information upon opening of the proposal.

Any proprietary and/or copyrighted material must be submitted in a separate envelope/package and submitted with the proposal. A separate sheet must be provided

that clearly states which sections have been submitted as proprietary or have copyrighted materials.

If the vendor wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's Public Record Statutes. (Neb. Rev. Stat. §§ 84-712 through 84-712.09)

All proprietary information the vendor wishes the City of La Vista to withhold from the public must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked "PROPRIETARY" on the outside of the package. In addition, electronic copies (Flash Drive) of the vendor's proposal should include a file marked "PROPRIETARY" which contains the electronic version of the vendor's proprietary information. The City of La Vista will not be held responsible for releasing electronic files that are not specifically marked and placed in a "PROPRIETARY" file within the electronic copy.

**Vendors may not mark their entire RFP as proprietary.** Vendors must submit a cost proposal and it may not be marked as proprietary information. Failure of the vendor to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other vendors and the public.

### **Reference Checks**

The City reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

## **Project Description and Scope of Work**

### **Introduction**

The City of La Vista is one of the fastest growing cities in the State of Nebraska with a population of approximately 18,000, approximately 114 full-time employees, approximately 65 part-time employees, and a combined net position of \$61.2 million at fiscal year-end 2019.

The City is seeking proposals from independent certified public accountants licensed to practice in the State of Nebraska to perform the financial audits of the City funds, accounts and/or other specialized audit services necessary. It is preferred the selected accounting firm have a local presence in the City of Omaha or surrounding areas.

Any explanation desired by a contractor regarding the meaning or interpretation of any RFP provision or questions must be submitted in writing via email to the City Clerk, Pam Buethe, [pbuethe@cityoflavista.org](mailto:pbuethe@cityoflavista.org) no later than 4:00 p.m. CT on Friday May 1, 2020. The submission must be clearly marked "Questions for Auditing Services for the City of La Vista".

### **Current System**

The City's financial statements are prepared in accordance with principles established by the Governmental Accounting Standards Board (GASB), and follow the standards established by General Accounting Office (GAO) Government Auditing Standards (1994). The accounting records for the General Fund, Special Revenue funds, Capital Project, and Debt Service funds are maintained using the modified accrual method of accounting. The accounting records for the Enterprise Fund are maintained in the full accrual method. At year end, all the funds reported on the modified accrual basis are restated using full accrual, per GASB 34.

Budgeted revenues and appropriations are determined using the basis of accounting appropriate to the fund involved. In even numbered years, the City Council approves the biennial budget amounts for the City with the option to approve amendments during the biennial period. Encumbrance accounting is employed as a means for budgetary control.

The City's Finance Department consists of one full time Accountant and one full time Financial Analyst, under the direction of the Finance Director, Ms. Cindy Miserez. This department is responsible for the preparation and control of the annual budget, general accounting, year-end closing and financial statement preparation, along with reviewing and appraising the soundness, adequacy and application of accounting, financial and other operating controls to promote effective control at reasonable costs, as well as ascertaining the extent of compliance with established plans and procedures.

## **Required Services**

The City desires a complete and comprehensive audit examination of the financial statements for each of the entity's funds, accounts, account groups, as well as all federal assistance programs and grants for which the City is a recipient. Auditors will be responsible to assist with the preparation and production of a Comprehensive Annual Financial Report (CAFR), which also includes supplemental statistical data. The City will provide trial balances, certain statistical data and other reports as required for the basis of the report.

The final draft audit examination, accountant's report and management letter for each fiscal period ending September 30th shall be completed, filed and available for review by the City by February 15th of the following fiscal period for each of the City funds included in this RFP. The final audit examination, accountant's report (including if applicable, the Single Audit Report) and management letter should be filed and available for distribution by the City by March 30th.

The auditors will assist the City in compiling the consolidated Governmental and Entity Wide statements, the Economic Development Fund Statement, and completion of the Comprehensive Annual Financial Report (CAFR), including supplemental statistical data.

The audit examinations will be made in accordance with generally accepted auditing standards; the standards for financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States issued by the U.S. General Accounting Office, the Single Audit Act, and the provisions of Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and all revisions and compliance supplements if applicable.

The City in 2019 did not have to comply with the Single Audit Act. It is expected that future years may contain the requirement to comply with the Single Audit Act. The Single Audit fees shall be provided for each of the three (3) contract years.

The City will require that the services provided include applying annual auditing procedures to the accounting records of the City's Keno contractor (LVK Holdings) at its location. These procedures will be conducted in accordance with the minimum guidelines established by the State of Nebraska Department of Revenue, Charitable Gaming Division, Title 316, Chapter 35.

The audit will also include a study and evaluation of the system of internal accounting controls of the City to evaluate the system as required by generally accepted auditing standards and the standards for financial and compliance audits contained in the U.S. General Accounting Office Government Auditing Standards issued by the Comptroller General of the United States.

The audits should each be an annual compliance audit covering the entire operations of the City and shall include: an executive summary, a report cover, index or table of contents, auditor's report, appropriate financial statements and supporting schedules, informative disclosures, auditor's report on the study and evaluation of the systems of internal control and auditor's report of compliance with laws and regulations. This reporting includes the production of the Comprehensive Annual Financial Report (CAFR) and supplemental statistical data. The audit reports should be typed on letter size pages. Management letters which include recommendations affecting the financial statements, internal control, accounting systems and legality of actions and other matters considered appropriate are to be considered as an integral part of the audit reports.

The City's audit report will consist of a master report that is not punched, unbound and is camera ready. The audit report must also be submitted in electronic format to the Finance Department for disbursement to elected officials prior to the presentation by the firm to the Mayor and City Council.

The City's quarterly keno reports will consist of one (1) printed and bound report for the contractor delivered to the Office of the Director of Finance. The quarterly report must also be submitted in electronic format to the Finance Department.

### **Internal Assistance**

The Director of Finance, previously identified, along with available staff as needed, will render all possible assistance, will respond promptly to requests for information, and will provide opportunities to inspect the physical facilities and records as requested to help you adequately prepare for your proposal.

The previous audit of the City and its various funds and programs was conducted by BKD, LLP, Certified Public Accountants. Copies of the audit reports are available for inspection at the Office of Cindy Miserez, Director of Finance, City of La Vista City Hall, 8116 Park View Boulevard, La Vista, Nebraska 68128. Copies of the audit reports for years prior to 2019 are also available on the City of La Vista website, <https://www.cityoflavista.org/documentcenter>.

Data Processing for all financial accounting is under the direction of the Sarpy County Technology Department. This is an Interlocal Agreement between Sarpy County (County) and the City. The purpose of this agreement is to increase the cooperative efforts of the County and the City in connection with electronic information, voice, and data communication services for governmental operations and public services.

The City's Legal Counsel will be available to the selected auditing firm on an as needed basis in relation to the audit. The City Attorney, Mr. Tom McKeon, will issue a representation letter concerning the status of any legal action in progress, threatened litigation and actual or contingent liabilities facing the City. The Director of Finance will

issue a representation letter and will address unrecorded liabilities, pledged assets, contingencies and liabilities.

The City will provide adequate physical facilities to the selected auditing firm for the duration of the audit, in their respective offices. Access to the internet, a copier machine and facsimile (fax) machine will be available for use in connection with the audits at no charge for audit related purposes.

## **Additional Provisions**

### **1. Increase in Fees**

Any amendment to contracts or purchases which taken alone increase the original fee as awarded (a) by ten percent, shall be approved by the City Council in advance of the acceptance of any purchase in excess of such limit. However, neither contract nor purchase amendments will be split to avoid advance approval of the City Council.

### **2. Interest of the City**

No elected Official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the Agreement voidable by the Mayor or Council.

## **Proposal Standards and Operating Provisions**

### **Agreement Arrangements**

The agreement, other than the annual Keno audit, will be for a three-year period, with the option to extend for up to three (3) one-year terms at the sole discretion of the City. The City may cancel in any of the years subsequent to the first year by providing a sixty (60) day notice is given prior to the fiscal year end, September 30th. The Keno audit will be for a two-year period, with the option to extend for up to three (3) one-year terms at the sole discretion of the City. The City may cancel in any of the years subsequent to the first year by providing a sixty (60) day notice is given prior to the reporting year end, September 30th.

Prior to submission of the accountant's report and management letter, the selected auditing firm will be required to review draft copies with the City Administrator, Director of Administrative Services, and Director of Finance.

The selected auditing firm must retain the audit working papers for a period of at least seven (7) years and further, the working papers must be made available for examination by authorized representatives of the cognizant Federal audit agency, the General Accounting Office, and the City's Finance and/or Law Departments.

The City reserves the right to reject any and all proposals submitted and to request additional information from all service bidders. Any award made will be made to the firm who, based on evaluation of all responses, in the opinion of the La Vista City Council is professionally qualified to perform all of the requirements contained in this RFP after due consideration to the proposed cost of audit service fee.

Firms submitting proposals subcontracting portions of the engagement to other audit firms must clearly identify the subcontractor in the proposal. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of the City.

No extended services will be performed unless they are authorized in the contractual agreement or in an amendment to the agreement.

The selected auditing firm shall be required to submit prorated monthly invoices based upon the satisfactory execution of audit work performed.

### **Report Requirements**

The audit report, executive summary and management letter shall be addressed to the La Vista City Council, City of La Vista and shall include all the financial statements in the same format and content as the audit reports received by the City for the previous fiscal year. This must include all reports to facilitate submission of the CAFR to the Government Finance Officers Association (GFOA) for the annual Certificate of

Achievement for Excellence in Financial Reporting. Copies of these audit reports will be available for inspection at the office of Cindy Miserez, Director of Finance, City of La Vista City Hall, 8116 Park View Boulevard, La Vista, Nebraska 68128, during the City's regular business hours.

If applicable the audit reports shall include the auditor's report of compliance applicable to each major program and internal control compliance in accordance with the provisions of Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The auditor's report on compliance shall include the completion of the data collection form reporting on Audits of States, Local Governments and Non-Profit Organizations (Form SF-SAC).

The audit reports shall include the auditor's opinion report on the financial statements and, if applicable, on a Schedule of Expenditures of Federal Awards, showing total expenditures for each Federal assistance program as identified in the Catalog of Federal Domestic Assistance, and all other Federal programs and grants which have not been assigned catalog numbers.

The audit reports shall include the auditor's report on compliance and on internal control over financial reporting based on an audit of financial statements prepared in accordance with government auditing standards.

The audit report shall include an auditor's report on compliance, which contains:

1. A statement of positive assurance with respect to those items tested for compliance including compliance with laws, rules and regulations pertaining to non-major programs and other items which could have a material effect on financial reports and claims for advances and reimbursements. In addition, the report must disclose any compliance with laws and regulations that may have a material effect on each major federal assistance program.
2. A statement of negative assurance on those items not tested.
3. A summary of all instances of noncompliance, and
4. An identification of total amounts of costs questioned, if any, for each Federal Assistance award as a result of noncompliance if applicable.

The management letters required shall include statements of audit findings and recommendations affecting the financial statements, internal control, general accounting, accounting systems including data processing interface, legality of actions and other material matter.

Any instances of fraud, waste or illegal acts, or indications of such, including all questioned costs must be covered by separate written reports to the Federal department or agency which provided the Federal assistance funds if applicable.

## **Audit Management**

If, during the performance of the audit, the auditing firm concludes that there are irregularities or an unqualified opinion cannot be issued, the auditing firm must immediately notify the Director of Administrative Services and the Finance Director of all matters which preclude issuance of an unqualified opinion. In order to enable the City to maintain a high level of accounting and auditing experience, the selected firm will be expected to assist and advise concerning mandatory or recommended modifications to the accounting system in their annual statements.

The final exit conferences will be held with the Director of Administrative Services, the Finance Director, and the City Accountant.

## **Submittal Requirements**

Those firms interested in responding to this RFP are required to submit their proposal in the following format: Those submitting sealed proposals should indicate on the outside of the envelope in the lower left hand corner that it is a sealed proposal for "Audit Services for the City of La Vista". The name of the firm submitting the proposal should also be indicated on the outside of the envelope.

One (1) original, three (3) bound and sealed copies and one (1) electronic copy (Flash Drive) are to be delivered to:

**City of La Vista City Clerk**  
Attn: Pam Buethe  
8116 Park View Boulevard  
La Vista, NE 68128-2198

Proposals must be received by 10:00am CT, Friday, May 22, 2020. **Proposals received after 10:00 a.m. CT on that date will not be considered.** Oral, telephone, telegraphic or other electronic medium proposals will not be considered.

### **Title Page**

Present the subject of your proposal, the name of your firm, local address of the office that will be performing the work, name of the contact person and the date. All proposals submitted are to remain in effect throughout the award.

### **Table of Contents**

Present a clear and comprehensive identification of the contents of your proposal by section and by page number.

### **Letter of Transmittal**

A brief letter of transmittal is required. Within this letter include statements to the following:

1. Your firm's understanding of the work to be accomplished
2. That upon the award of this contract, your firm will make a positive commitment to perform the audit work within the scheduled time period.
3. A summary of the cost of service fee(s) to be charged for the work, and a statement that these fees are fixed, complete and inclusive (See Bid submission Sheet A).
4. The name of the individuals who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.

5. That the signatory of the transmittal letter has the authority to bind your firm.

## **Company Profile**

A profile of your firm is required. Within the profile statement, at a minimum, present the following:

1. Whether your firm is local, regional, national, or international.
2. The location of the office from which the engagement is to be performed and a brief narration of the number of professional staff (i.e. partners, managers, supervisors, etc.) employed at that office.
3. Describe the range of services provided by the office performing the engagement (e.g. auditing, tax, consulting).
4. A listing of five (5) other similar governmental auditing engagements performed by your firm, preferably in the Eastern Nebraska Western Iowa region.
5. Affirmation that your firm is licensed to practice as certified public accountants in Nebraska.
6. Affirmation that your firm meets the independence requirements of the Government Auditing Standards issued by the Comptroller General of the United States.
7. Affirmation that your firm does not have a record of substandard audit work.
8. Affirmation that your firm shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting the City against claims for damages resulting from the firm's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than three million dollars. The insurance shall be written by a company duly authorized and licensed to do business in the State of Nebraska and shall be maintained until all auditing work has been completed and accepted by the City. A certificate of insurance evidencing policies shall be furnished to the City and such certificate shall specifically indicate that insurance policies shall give the City at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies.

## **Summary of your Firms Qualifications**

A summary of your firm's qualifications is required. Include in the summary the identity of all senior administrative staff that will be assigned to this audit (i.e. partner, manager). Identify those individuals at the supervisory and staff levels that will be assigned to this engagement. For the supervisory and staff level personnel, including any that might be

from offices other than the engagement office, include resumes detailing relevant experience and continuing education. Include these resumes as an appendix to your proposal.

## **Approach to the Examination**

A statement of Approach to the Examination is required. Within this statement, present your firm's plan to complete the scope of services defined in the Proposal Description and Scope of Services section, of this RFP. Incorporate into this plan, estimates of the amount of time to accomplish each significant segment of the engagement and the staff levels to be assigned to these segments. Where specialists are to be utilized indicate such. Include total of the work hours required to complete the scope of services.

### **1. Financial Audit**

Include statements that the examination will be performed in accordance with generally accepted auditing standards.

The primary purpose of the examination is to express an opinion on the financial statements and that such an examination is subject to the inherent risk that errors and irregularities may not be detected. State that if conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, the auditor will promptly advise the Director of Finance and/or the Director of Administrative Services. And finally, state that no extended services will be performed unless they are authorized in the contractual agreement or in an amendment to the agreement.

### **2. Compliance Audit**

State that in accordance with the auditing standards of the cognizant federal, state and municipal agencies or in accordance with other applicable standards, your firm will select the necessary procedures to test compliance and to disclose noncompliance with specified laws, regulations and contracts.

### **3. Work Schedule**

Audit work should begin on or about September 1st and conclude by March 30th of the following year with the issuance of the completed audit and all reporting schedules. State law requires audit reports to be submitted six months after the end of the fiscal year. The City's fiscal year ends on September 30th.

### **Proposed Cost of Audit Service Fee**

A proposed Cost of Audit Service Fee is required. The Cost of Audit Service Fee is to be fixed, complete and all-inclusive. It is to include all of the costs, prices, charges, inflation, expenses, overhead, labor, fringe, taxes, margin, markup, add-ons and any other fees you incur in completion of the Audit Engagement. **Complete Bid Submission Sheet A** and submit it with your proposal. Prepare on an additional page a similarly formatted schedule of any proposed itemized additional services your firm would like to have considered by the City.

## **Evaluation Method**

The City will review the proposals submitted in response to this RFP. The evaluation team shall consist of the four representatives: The Director of Administrative Services, the City Clerk, the Finance Director, and the City Accountant. Additional members may be added at the request of the Director of Administrative Services. Use Bid Submission Sheet A to bid on the City's audit services.

The City's evaluating members will review the proposals independently and then meet to form a consensus rating of all proposals received. The top-rated firms will be invited to participate in a two staged interview process. The first stage of this process will consist of a twenty-minute oral presentation of your firm. The second stage of the process will consist of a question and answer period conducted by the evaluation team. The entire interview process is expected to be completed in the forty to forty-five-minute range.

The City's evaluation team will consider the results of the interviews and formulate a recommendation. The recommendation will then be submitted to the Mayor and City Council who is ultimately responsible for the selection of the auditing firm to perform the annual financial audit.

## BID SUBMISSION SHEET A

### COSTS OF AUDIT SERVICES FOR CITY OF LA VISTA

CONTRACTOR NAME: \_\_\_\_\_

**Bid Submission Sheet A is mandatory for firms submitting a City proposal.**

	2020	2021	2022
Proposal for the audit of all City of La Vista general funds and accounts for the fiscal year ending September 30,	\$ _____	\$ _____	\$ _____
Proposal for applying auditing procedures to the accounting records of the City's keno contractor at their locations for the fiscal year ending December 31,		\$ _____	\$ _____
Proposal for the audit of the City's federal and state financial assistance programs required by the Single Audit Act for the fiscal year ending September 30,	\$ _____	\$ _____	\$ _____
<b>TOTALS</b>			

It is understood that the fees for the services set above shall be reimbursed at the following hourly rates: Information for each year must be included (if there is a variance).

CLASSIFICATION	ESTIMATED HOURS	HOURLY RATE
Partner		
Manager		
Staff		
<b>Total</b>		

The City requires that the firm present a monthly bill for services. The last 20% will be retained by the City until all deliverables are received. Payment shall be made within 15 days of receipt of invoice.

Firm Name: \_\_\_\_\_

Authorized Representative, Title: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

**RFP: Audit Services for the City of La Vista**

**Signature Sheet**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Email address: \_\_\_\_\_

Date: \_\_\_\_\_