

LA VISTA CITY COUNCIL MEETING AGENDA

February 16, 2016

7:00 P.M.

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

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act
- Life Saving Award Presentations
- Appointment – Planning Commission – Re-appoint John Gahan, Harold Sargus, Michael Circo – 3 year terms; Park & Recreation Advisory Committee – Gene Svensen – Fill Vacancy

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

A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the January 19, 2016 City Council Meeting
3. Approval of the Minutes of the November 18, 2015 Park & Recreation Advisory Committee Meeting
4. Approval of the Minutes of the January 21, 2016 Planning Commission Meeting
5. Quarterly Financial Report – October – December 2015
6. Pay Request – Thompson Dreessen & Dorner, Inc. – Professional Services – City Parking District Access Improvements – Drainage - \$18,583.50
7. Pay Request – Thompson Dreessen & Dorner, Inc. – Professional Services – Thompson Creek - \$9,102.01
8. Pay Request – Thompson Dreessen & Dorner, Inc. – Professional Services – Big Papio Creek Siphon Repair - \$1,735.00
9. Pay Request – Olsson Associates – Professional Services – Parking District Access Improvements - \$17,081.91
10. Pay Request – Felsburg Holt & Ullevig – Professional Services – Traffic Review - \$2,850.00
11. Pay Request – Douglas County Treasurer – Professional Services – Hell Creek - \$2,550.00
12. Pay Request – BerryDunn – Professional Services – Financial Information Software System Selection - \$1,977.00
13. Pay Request – Upstream Weeds – Professional Services - – La Vista/Papillion Partnership – Citizen Engagement Project - \$1,500.00
14. Resolution – Appointment of Safety Steering Committee Member
15. Resolution – Purchase of Ice Control Salt
16. Approval of Claims.

- Reports from City Administrator and Staff

B. Application for Final Plat, Final PUD & Subdivision – Lots 42,43A, 43B, 44A, 44B & 45 Brook Valley Business Park (N of Harry Watanabe Drive & W of 108th Street)

1. Public Hearing
2. Resolution – Approve Final PUD Plan
3. Resolution – Approve Final Plat
4. Resolution – Approve Subdivision Agreement

C. Amendment to PUD Ordinance – Southport West

1. Public Hearing
2. Ordinance – Amend PUD Ordinance

D. Zoning Text Amendments – Planned Unit Development Overlay District, Parking & Landscaping

1. Public Hearing
2. Ordinance – Amend Sections 5.15, 7.07, and 7.17

E. Street Name Dedication – City Parking District Access Road – Portside Parkway (Southport West)

1. Public Hearing
2. Ordinance – Street Name approval

F. Approval of a Class I Liquor License – El Vallarta III LLC dba El Vallarta Mexican Restaurant

1. Public Hearing
2. Resolution

G. Resolution – Council Policy Statement – Employee Performance Management

H. Resolution – Approve Amended and Restated Interlocal Agreement – Salt Shed Facility and Fueling Island

I. Resolution – Authorize Purchase – Sewer Camera Cable

J. Resolution – Authorize Purchase – Sewer Combination Truck

K. Resolution – Advertisement of Bids – City Parking District Access Improvements

L. Discussion – Building Code Amendments

M. Executive Session - Strategy Session-Potential Real Estate Acquisition; Contract Negotiations

- 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 five minutes. We ask for your cooperation in order to provide for an organized meeting.

MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING January 19, 2016

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on January 19, 2016. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Recreation Director Stopak, Community Development Director Birch, Finance Director Miserez, Library Director Barcal, Human Resources Manager Garrod, and Assistant Public Works Director/City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on January 6, 2016. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

SERVICE AWARD – BOB LAUSTEN – 25 YEARS; STACIA BURT – 20 YEARS; CALEB CLARK – 5 YEARS

Mayor Kindig presented a service award to Bob Lausten for 25 years of service, Stacia Burt for 20 years of service, and Caleb Clark for 5 years of service to the City of La Vista.

APPOINTMENT – CIVIL SERVICE COMMISSION – RE-APPOINT WILLIAM ULRICH – 5 YEAR TERM

Mayor Kindig stated, with the approval of the City Council, he would like to re-appoint William Ulrich to the Civil Service Commission for a 5 year term. Councilmember Quick motioned the approval, seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JANUARY 5, 2016 CITY COUNCIL
MEETING
3. PAY REQUEST – LOGAN SIMPSON – PROFESSIONAL SERVICES –
COMPREHENSIVE PLAN UPDATE - \$1,209.44
4. PAY REQUEST – UPSTREAM WEEDS – PROFESSIONAL SERVICES – LA
VISTA/PAPILLION PARTNERSHIP – CITIZEN ENGAGEMENT PROJECT -
\$1,500.00
5. PAY REQUEST – BERRYDUNN – PROFESSIONAL SERVICES – FINANCIAL
INFORMATION SOFTWARE SYSTEM SELECTION PROJECT - \$2,965.00
6. APPROVAL OF CLAIMS

ACTION BATTERIES, bld&grnds	\$35.80
ADAMSON INDUSTRIES CORP, maint.	\$174.95
AED ZONE, services	\$477.00
ALAMAR UNIFORMS, apparel	\$550.95
AMERICAN UNDERGROUND SUPPLY INC, maint.	\$178.76
APWA-AMER PUBLIC WORKS ASSN, services	\$550.00
A-RELIEF SERVICES INC, services	\$736.00
ASPHALT & CONCRETE MATERIALS, maint.	\$120.00
ASSURANT EMPLOYEE BENEFITS, payroll	\$632.16
AUTO GLASS TINT, services	\$60.00
BAXTER CHRYSLER DODGE JEEP, maint.	\$306.41
BISHOP BUSINESS EQUIPMENT, services	\$559.51
BKD LLP, services	\$8,000.00

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No. 729 -- REEDIE & COMPANY, INC., OMAHA E131055BLD

BLACHERE-ILLUMINATION, services	\$587.80
BLUE CROSS BLUE SHIELD OF NEBR, services	\$88,076.23
BRITE IDEAS DECORATING, services	\$28.75
BUILDERS SUPPLY CO , bld&grnds	\$24.50
CARDMEMBER SERVICE, travel&services	\$10,066.84
CATHERINE DEMES MAYDEW, services	\$2,762.50
CITY OF OMAHA, services	\$151,120.32
CITY OF PAPILLION, services	\$159,775.48
CORNHUSKER INTL TRUCKS INC, maint.	\$276.94
COX COMMUNICATIONS, services	\$143.00
CSP 529, payroll	\$50.00
DAVID FAIRCHILD, books	\$130.00
DEARBORN NATIONAL LIFE INS CO, services	\$9,649.34
DEMCO INC., supplies	\$83.76
DIAMOND VOGEL PAINTS, bld&grnds	\$770.19
DOUGLAS COUNTY SHERIFF'S OFC, services	\$1,437.50
EDGEWEAR SCREEN PRINTING, apparel	\$78.25
EFTPS, payroll	\$66,082.61
ELECTRIC CO OF OMAHA, services	\$12,450.00
ENTERPRISE FM TRUST, payroll	\$580.01
FASTENAL CO, services	\$38.40
FELSBURG HOLT & ULLEVIG, services	\$4,874.25
FILTER CARE, maint.	\$66.85
FIRST NATINAL BANK-FREMONT, bonds	\$100,061.33
FOSTER, T., travel	\$56.00
GALE, books	\$93.71
GCR TIRES & SERVICE, maint.	\$521.30
GRAINGER, bld&grnds	\$856.75
GT DISTRIBUTORS INC - AUSTIN, services	\$3,839.00
HANEY SHOE STORE, apparel	\$300.00
HUNTEL COMMUNICATIONS, INC, services	\$967.96
ICMA, payroll	\$34,911.99
IIMC, services	\$155.00
INGRAM LIBRARY SERVICES, books	\$79.70
J Q OFFICE EQUIPMENT INC, services	\$81.43
JONES AUTOMOTIVE INC, maint.	\$234.00
KEYMASTERS LOCKSMITH, bld&grnds	\$72.00
KRIHA FLUID POWER CO, maint.	\$558.89
LA VISTA COMM FOUNDATION, services	\$713.00
LEAF CAPITAL FUNDING LLC, services	\$700.00
LEAGUE OF NE MUNICIPALITIES, services	\$566.68
LFOP DUES, payroll	\$1,220.00
MARCO INC, services	\$345.03
MATHESON TRI-GAS INC, supplies	\$350.42
MAX I WALKER UNIFORM RENTAL, services	\$562.63
MENARDS-RALSTON, bld&grnds	\$345.89
MERCHANT CREDIT ADJUSTERS INC, services	\$168.67
METROPOLITAN CHIEFS ASSN, services	\$30.00
MIDLANDS LIGHTING & ELECTRIC, bld&grnds	\$490.41
MIDWEST TAPE, media	\$296.88
NATIONAL SIGN AND SIGNAL CO, maint.	\$90.00
NATL EVERYTHING WHOLESALE, supplies	\$427.95
NE CHILD SUPPORT PYMT CTR, payroll	\$966.08
NE GOLF COURSE SUPERINT, services	\$125.00
NE STATE INCOME TAX, payroll	\$9,856.79
NEBRASKA STATE FIRE MARSHALL, services	\$360.00
NMC EXCHANGE LLC, bld&grnds	\$636.41
NUTS AND BOLTS INC, bld&grnds	\$12.37
OFFICE DEPOT INC, supplies	\$379.09
OLSSON ASSOCIATES, services	\$11,801.09

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OMAHA TACTICAL LLC, bld&grnds	\$86.55
OMAHA WINNELSON, bld&grnds	\$135.50
OMNIGRAPHICS INC, books	\$81.85
OVERHEAD DOOR CO OF OMAHA, bld&grnds	\$1,800.00
PAYFLEX SYSTEMS, payroll	\$250.00
PAYROLL MAXX, services	\$492.00
PLAINS EQUIPMENT GROUP, maint.	\$155.63
PLUTA, D., travel	\$95.00
POLICE INSURANCE, payroll	\$261.89
Q P ACE HARDWARE, bld&grnds	\$1,332.83
REGAL AWARDS OF DISTINCTION, services	\$220.50
RUHGE, R., services	\$1,497.00
SAM'S CLUB, supplies	\$686.80
SAPP BROS INC, maint.	\$770.00
SCARPA, D., travel	\$56.00
SCHEMMER ASSOCIATES INC, services	\$371.25
SCHLEGEL, J., travel	\$56.00
SCHOLASTIC BOOK FAIRS, books	\$300.80
SESAC LLC, services	\$378.00
SHERRY, P., travel	\$56.00
SPRINT, phones	\$642.40
STANDARD INSURANCE CO, services	\$5,719.26
SUBURBAN NEWSPAPERS INC, services	\$84.00
SUPERIOR LAMP INC, bld&grnds	\$291.47
SUSPENSION SHOP INC, maint.	\$1,211.60
TEMPLE DISPLAY LTD, services	\$10,234.63
THOMPSON DREESSEN & DORNER, services	\$11,390.44
UHE, R., travel	\$56.00
ULTRAMAX, apparel	\$237.00
UNITE PRIVATE NETWORKS LLC, services	\$3,850.00
UNITED HEALTHCARE INSURANCE CO, services	\$85,000.21
UNITED PARCEL SERVICE, services	\$10.62
UPS STORE, services	\$104.21
VAL VERDE ANIMAL HOSPITAL INC, services	\$69.02
VERNON COMPANY, services	\$15.48
VIERREGGER ELECTRIC CO, services	\$746.18
WICK'S STERLING TRUCKS INC, maint.	\$628.96

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn reported on the legislative session.

Police Chief Lausten reported on the fire call to the police station. He also informed Council that Captain Waugh is in his second week at FBI Academy in Quantico VA.

Fire Chief Bowes gave a report on the fire department and number of calls they responded to in 2015.

B. RELEASE OF EASEMENTS – LOT 3, SOUTHPORT WEST REPLAT 1

1. RESOLUTION – RELEASE SEWER AND DRAINAGE EASEMENT

Councilmember Quick introduced and moved for the adoption of Resolution No.16-005; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO RELEASE A SEWER AND DRAINAGE EASEMENT ON LOT 3, SOUTHPORT WEST REPLAT 1 SUBDIVISION; AND TO AUTHORIZE THE

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

MAYOR TO TAKE SUCH ACTIONS AS NECESSARY OR APPROPRIATE TO CARRY OUT THE ACTIONS APPROVED HEREIN.

WHEREAS, Cabela's Retail, Inc. and the City of La Vista, Sarpy County, Nebraska, were granted a Sewer and Drainage Easement recorded as Instrument No. 2006-17150 in the Sarpy County Register of Deeds office; and

WHEREAS, Costco Wholesale Corporation is the owner of Lot 3, Southport West Replat 1; and

WHEREAS, the location of the sewer and drainage easement across Lot 3, Southport West Replat 1, must be adjusted due to the site layout on the approved PUD site plan; and

WHEREAS, the City and Costco Wholesale Corporation desire to accomplish said adjustment by the termination and release of the original easement across Lot 3, Southport West Replat 1 and concurrent grant of new easement by separate instrument.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the release of the sewer and drainage easement across Lot 3, Southport West Replat 1, pursuant to the Release of Sewer and Drainage Easement in form and content presented at this meeting and incorporated herein by this reference.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Release of Sewer and Drainage Easement, and to take such further actions as necessary or appropriate to carry out the resolutions approved herein.

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

2. RESOLUTION – RELEASE STORM SEWER EASEMENT

Councilmember Sheehan introduced and moved for the adoption of Resolution No.16-006; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO RELEASE A STORM SEWER EASEMENT ON LOT 3, SOUTHPORT WEST REPLAT 1 SUBDIVISION; AND TO AUTHORIZE THE MAYOR TO TAKE SUCH ACTIONS AS NECESSARY OR APPROPRIATE TO CARRY OUT THE ACTIONS APPROVED HEREIN.

WHEREAS, Sanitary and Improvement District No. 253 and the City of La Vista, Sarpy County, Nebraska, ("City") were granted a Permanent Storm Sewer Easement recorded as Instrument No. 2005-23676 in the Sarpy County Register of Deeds office; and

WHEREAS, the City annexed the property located with Southport West, and is now the sole beneficiary of the dedicated storm sewer easement; and

WHEREAS, Costco Wholesale Corporation is the owner of Lot 3, Southport West Replat 1; and

WHEREAS, the location of the storm sewer easement across Lot 3, Southport West Replat 1, must be adjusted due to the site layout on the approved PUD site plan; and

WHEREAS, the City and Costco Wholesale Corporation desire to accomplish said adjustment by the termination and release of the original easement across Lot 3, Southport West Replat 1 and concurrent grant of new easement by separate instrument.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the release of the storm sewer easement across Lot 3, Southport West Replat 1, pursuant to the Release of Storm Sewer Easement in form and content presented at this meeting and incorporated herein by this reference.

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BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Release of Storm Sewer Easement, and to take such further actions as necessary or appropriate to carry out the resolutions approved herein.

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

C. RESOLUTION – AUTHORIZATION TO PURCHASE COMPUTER EQUIPMENT – CDW-G

Councilmember Hale introduced and moved for the adoption of Resolution No.16-007; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TECHNOLOGY RELATED ITEMS FROM WESTERN STATES CONTRACTING ALLIANCE (WSCA), CDW-G AND DELL IN AN AMOUNT NOT TO EXCEED \$28,970.62.

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

WHEREAS, the FY 16 Computer Budget provides funding for the proposed Information Technology purchases; 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 technology related items, from Western States Contracting Alliance (WSCA), CDW-G and Dell in an amount not to exceed \$28,970.62.

Seconded by Councilmember Sell. Discussion was held regarding compatibility of computers with the new finance software and speakers on the monitors. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

Pete Mathews, a La Vista resident addressed the Mayor and Council regarding developments in La Vista.

COMMENTS FROM MAYOR AND COUNCIL

Councilmembers Thomas and Ronan stated their appreciation to the Snow removal crew for their good work to keep streets cleared during the last snow.

At 7:26 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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

PASSED AND APPROVED THIS 2ND DAY OF FEBRUARY, 2016

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

City of La Vista
Park & Recreation Advisory Committee Minutes
November 18, 2015

A meeting of the Park and Recreation Advisory Committee for the City of LaVista convened in open and public session at 7:00 p.m. on November 18, 2015. Present was Recreation Director Scott Stopak, Asst. Director David Karlson, Program Coordinators Ryan South and Rich Carstensen, Golf Course Services Manager Denny Dinan, and Public Works Parks Superintendent Brian Lukasiewicz. Advisory Board Members present were Chairperson Pat Lodes, Jeff Kupfer and Greg Johnson. Absent was Member Joe Juarez.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on November 11, 2015. Simultaneously given to the members of the Park and Recreation Advisory Committee and a copy of their acknowledgment of receipt of the notice are attached to the minutes. Availability of the agenda was communicated in the advance notice to the members of the Park and Recreation Advisory Committee of this meeting. All proceedings hereafter were taken while the convened meeting was open to attendance of the public. Further, all the subjects included in said proceedings were contained in the agenda for inspection within ten working days after said meeting, prior to the convened meeting of said body.

CALL TO ORDER

Recreation Director Scott Stopak called the meeting to order.

Stopak led the audience in the Pledge of Allegiance.

Stopak made an announcement of the location of the posted copy of the Open Meetings Act for public reference and read the Emergency Procedures Statement.

A. CONSENT AGENDA

1. Director Stopak asked for a motion to approve the minutes from the October 21, 2015 meeting and the program information. Motion made by Member Johnson. Seconded by Member Kupfer. Motion carried.

2. REPORTS FROM RECREATION DIRECTOR AND STAFF

Asst. Recreation Director Karlson discussed special events that occurred in the month of October.

Preschool Playtime met 9 times in October, with an average of 24 kids and 9 adults at each sessions. Preschool Storytime was held the first Thursday in October, with 12 preschoolers and 9 adults attending.

42 home schooled children met this month for "Discovery History", learning about the Underground Railroad. A guest speaker from the National Parks Service helped teach the children by using a variety of crafts and hands-on projects.

We had 10 kids join us for pumpkin decorating class. In addition to pumpkins, we also made crafts.

The Halloween Book Walk at the Library at Southwind Park had 123 kids and 84 adults this year which was a 15% increase from last year. The book they read along the walkway was "The 13 Days of Halloween".

Halloween Safe Night drew over 1,500 participants this year. Weather was really nice for everyone coming out to collect candy from over 30 vendors and to ride the hayrack (flatbed) in the grassy area across from the Community Center. A big thanks to the Public Works Dept. for all their help in preparing for this big day.

Program Coordinator South reported on current sport activities for adult and youth.

Tackle Football and Cheerleading wrapped up their season on November 1st. We held our annual football banquet at the Community Center on November 8th. The Football Booster Club provided food and entertainment for the players and their families. They also provided awards to the players and cheerleaders which were presented by the coaches.

Youth Volleyball for boys and girls grades 3rd – 6th have 3 more weeks of regular season play. An end of season tournament will be held on December 12th. Our teams have really enjoyed playing in our new SSLV Volleyball League this season.

Women's Fall Volleyball is in week 6 of a 12 week season.

Youth Basketball League for grades 3rd – 8th registration is still open. Registration will run through November 28th. We will once again be participating in the PRO Basketball League this season. Practices will begin in late December with games starting early January.

Youth Basketball Clinic for grades 1st & 2nd registration is open. We will take registrations for the clinic until December 28th. The clinic will run for 5 weeks on Saturday morning's beginning on January 10th.

South thanked Brian Lukasiewicz for Public Work's help during the annual Phoenix Futbol tournament "Soctoberfest".

A new event this year will be held on Saturday, December 12th, the "Roundball Reindeer Shootout", a family freethrow shooting contest. Kdg-4th grades and 5th-8th grades along with a parent or guardian will compete for the best score. This is a free event with no early registration.

Program Coordinator Carstensen reported on activities for the Senior Center and other events.

Wednesday, November 4th the Methodist Nursing Students came back to visit the La Vista Seniors and played Chair Volleyball and also did blood pressure checks for the senior center. Today, they came back with their report on Osteoporosis. Paul Siebert from Merry Makers came and put on a great performance for the seniors after lunch. Paul plays a number of different instruments and plays a variety of songs.

We are also teaming up with the Papillion Senior Center and going bowling at Papio Bowl. We look forward to challenging them to a great bowling match!

Tomorrow, Thursday, November 19th our group is planning to go to Parker's Smokehouse and BBQ for lunch in Greenwood, Nebraska and then return to the Gretna Shopping Mall for some early holiday shopping.

Sunday, November 22nd everyone is welcome to come up to the La Vista Community Center for our New Country Music Show and Jam Session. It will be from 2:00pm-4:00pm and will be a monthly occurrence throughout the next year on the 4th Sunday of each month.

Wednesday, November 25th the La Vista Senior Center will celebrate Thanksgiving with all the fixings. After lunch we will be taking a trip to the movies.

Carstensen also highlighted Sharon Bailey, our La Vista senior who heads up our Quilting/Sewing sessions on Wednesday mornings. As seen in the program information, Sharon and her group, which they call themselves "Old Biddies", make a lot of quilting and much of it goes to charity. Sharon is also making quilts in honor of our senior veterans. Shown in the program information is Sharon presenting Al Levene with his quilt that she made for him.

Golf Course Services Manager Denny Dinan discussed rounds for golf and footgolf in October. He also reported on events and outings scheduled for the month.

Golf Rounds October, 2015	= 1,266 (-138 rounds from October, 2014)
FootGolf Rounds October, 2015	= 65
Total Rounds October, 2015	= 1,331 (-73 rounds from October, 2014)

Golf Rounds Fiscal Year 15/16 thru October	= same as above
FootGolf Rounds Fiscal Year 15/16 thru October	= same as above
Total Rounds Fiscal Year 15/16 thru October	= same as above

Dinan reported that it was a pretty typical October with rounds decreasing due to high school, college and pro football as well as the start of bowling leagues. Temperatures ranged from 52 to 92 degrees with several days being breezy and cloudy. The first frost delay came on October 16th.

Outings/Events:

Oct 4: Kerri Kelly	= 25 Golfers
Oct 14: ProxIbid	= 9 FootGolfers (second outing)
Oct 17: Clubhouse Rental	= 4 hrs. (Birthday Party)

Parks Supt. Brian Lukasiewicz reported on the activities that have been keeping his employees busy such as getting ready for Halloween Safe Night (hay bales, tractors, etc.), winterizing the parks, tree trimming in Southwind Park, and mulching. Also, Brian himself cut approximately 1,000 ornaments from the felled Christmas tree. These are going to be given out to the public at the Christmas Tree lighting on November 30th. Public Works has also been getting the sidewalk machines ready for snow, putting up Christmas light, and preparing for Santa's Sleigh Ride on November 29th.

Lukasiewicz also reported that Streets Supt. Greg Goldman will be retiring in December.

COMMENTS FROM THE FLOOR

None.

COMMENTS FROM COMMITTEE MEMBERS

None.

Chairperson Lodes motioned for adjournment. Seconded by Member Johnson. All ayes. Motion carried. Adjourned at 7:30 p.m.



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

copy

PLANNING COMMISSION MINUTES
JANUARY 21, 2016-7:00 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, January 21st, in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman John Gahan called the meeting to order at 7:00 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, John Gahan, Tom Miller, Kevin Wetuski, Harold Sargus, Mike Circo and Jackie Hill. Members absent were: Kathleen Alexander and Jason Dale. Also in attendance were Chris Solberg, City Planner; Meghan Engberg, Permit Technician; and John Kottmann, City Engineer.

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

1. Call to Order

The meeting was called to order by Chairman Gahan at 7:00 p.m. Copies of the agenda and staff reports were made available to the public. Gahan mentioned that due to the absence of a regular member, the alternate will be a voting member for the meeting.

2. Approval of Meeting Minutes – November 19, 2015

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

3. 2016 Election of Officers

Hill mentioned that according to the bylaws, elections are not to take place until the February meeting.

Solberg mentioned that he had seen that as well and told the commission that they can table it to the February meeting if they wanted to.

Krzywicki mentioned that he had thought there was supposed to be a nominating committee.

Gahan said that he had discussed that with Chris in October that a committee would be formed in December, but there was no meeting in December. He brought up having Malmquist and Krzywicki as the chairs for the nominating committee.

Sargus agreed that there should be a nominating committee and to table elections to the February meeting.

Krzywicki suggested that he and Malmquist could send out an email to see if anyone would be interested in any of the positions and if there is no interest, then phone calls could be made.

Gahan said that Malmquist and Krzywicki will be members of the committee and will send out emails to see if there is any interest in any of the positions. They will bring back the information to the February meeting and elections will then be held.

Recommendation: Hill moved, seconded by Circo to table the 2016 Election of Officers to the February meeting. **Ayes:** Sargus, Hill, Malmquist, Miller, Krzywicki, Gahan, Circo, and Wetuski. **Nays:** None. **Abstain:** None. **Absent:** Alexander and Dale. **Motion Carried.** (8-0)

4. Old Business

5. New Business

A. Public Hearing for Final PUD Amendment – Brook Valley Corporate Park

- i. **Staff Report:** Solberg states the applicant, BV 44, LLC, is requesting the approval of the Final PUD and the Final Plat for Brook Valley Corporate Park located North of Harry Watanabe Drive and West of 108th St. The original plat was never recorded with the Sarpy County Register of Deeds and after a certain time it became null and void and has to be reissued for approval. PUDs have a one year time limit and if no construction has occurred, it too becomes null and void. The applicant has also requested some minor changes to the PUD site plan. Staff recommends approval of Final PUD Plan for Lots 42, 43A, 43B, 44B, and 45 Brook Valley Business Park. Staff also recommends approval of Brook Valley Corporate Park Final Plat.
- ii. **Public Hearing Opened:** Malmquist moved, seconded by Krzywicki to open the public hearing. **Ayes:** Sargus, Hill, Malmquist, Miller, Krzywicki, Gahan, Circo, and Wetuski. **Nays:** None. **Abstain:** None. **Absent:** Alexander and Dale. **Motion Carried.** (8-0)

There was no one present to speak on this item.

Public Hearing Closed: Hill moved, seconded by Miller to close the public hearing. **Ayes:** Sargus, Hill, Malmquist, Miller, Krzywicki, Gahan, Circo, and Wetuski. **Nays:** None. **Abstain:** None. **Absent:** Alexander and Dale. **Motion Carried.** (8-0)

Hill asked about the letter that was sent. She referenced page 2, under the City Planner section, item 2, which states; 'The front yard setback listed needs a footnote about the increase to 50 feet when parking is located in the front yard.' She mentioned that it stated in the ordinance, under I-2 zoning, that the setback needs to be 60 feet.

Solberg said that is correct and will make the requested change.

Hill asked why this was never recorded with Sarpy County and why there was never any construction started within those 12 months.

Solberg said that there was no specific reason given.

Hill asked again why it was never recorded.

Solberg said that as part of the Subdivision Agreement the bond for the common area improvements has to be submitted to the city prior to the release of the Subdivision Agreement and the Final Plat for recording at the county.

- iii. **Recommendation – Final PUD:** Krzywicki moved, seconded by Miller to approve the final PUD Amendment for Brook Valley Park with corrections to the setbacks being changed from 50 feet to 60 feet. **Ayes: Sargus, Hill, Malmquist, Miller, Krzywicki, Gahan, Circo, and Wetuski. Nays: None. Abstain: None. Absent: Alexander and Dale. Motion Carried. (8-0)**
- iv. **Recommendation – Final Plat:** Krzywicki moved, seconded by Malmquist to approve the Final Plat for Brook Valley Corporate Park. **Ayes: Sargus, Hill, Malmquist, Miller, Krzywicki, Gahan, Circo, and Wetuski. Nays: None. Abstain: None. Absent: Alexander and Dale. Motion Carried. (8-0)**

B. Public Hearing for PUD Ordinance Amendment – Southport West

- i. **Staff Report:** Solberg states that our current signage regulations in Southport West for canopy signs in gas stations was somewhat limiting as the current zoning regulations allow only one sign. Staff believes that changing the current regulations would be appropriate for any future gas stations that may go in. Staff recommends approval of the amendment to the Southport West PUD Ordinance.
- ii. **Public Hearing Opened:** Hill moved, seconded by Circo to open the public hearing. **Ayes: Sargus, Hill, Malmquist, Miller, Krzywicki, Gahan, Circo, and Wetuski. Nays: None. Abstain: None. Absent: Alexander and Dale. Motion Carried. (8-0)**

There was no one present to speak on this item.

Public Hearing Closed: Sargus moved, seconded by Circo to close the public hearing. **Ayes: Sargus, Hill, Malmquist, Miller, Krzywicki, Gahan, Circo, and Wetuski. Nays: None. Abstain: None. Absent: Alexander and Dale. Motion Carried. (8-0)**

Krzywicki mentioned that on page 9, that the change states that the sign shall not exceed 25% of the overall canopy area. He asked if there is a maximum size the canopy can be.

Solberg said there are no regulations, but would somewhat limited through the design process.

Krzywicki asked if it's 25% of the canopy or the face area.

Solberg said that their interpretation is the face of the canopy.

Sargus asked if when it was a single sign if the size was 12 ½% and asked if it is now 25% per canopy sign.

Solberg said that it does match what is in the zoning regulations and all of that information would be limited by the design review process. The interpretation of the canopy would be different depending on how it is constructed.

Miller asked since there are maximum sizes on other signs, if there could be a maximum size for canopy signs as well.

Solberg said yes.

Krzywicki said that it needs to be more specific on what the 25% is based on.

Solberg said that this is based on typical interpretation, that if we were ever taken to court over this it would be based on how the city has interpreted the ordinance. He mentioned that other canopy and wall signs that have been approved were based off the face that it was on.

Sargus asked where the existing language is.

Solberg said that there is no existing language in the Southport West PUD, but there is existing language within the zoning ordinance with that same language.

- iii. **Recommendation:** Malmquist moved, seconded by Sargus to approve the amendment to the Southport West PUD Ordinance. **Ayes:** Sargus, Hill, Malmquist, Miller, Krzywicki, Gahan, Circo, and Wetuski. **Nays:** None. **Abstain:** None. **Absent:** Alexander and Dale. **Motion Carried.** (8-0)

C. Public Hearing for Zoning Ordinance Text Amendment – Sections 5.15 (Planned Unit Development District), 7.07 (Off Street Parking: Shared Parking), and 7.17 (Landscaping Requirements).

- i. **Staff Report:** Solberg states that La Vista's Planned Unit Development application process currently has two parts – a preliminary application and a final application. This separation causes an undue extension of the process without any discernable benefit. In order to increase efficiency in this process, staff has made changes to sections 7.07, 7.17 and 5.15 in regards to PUD regulations overall. Redline copies of the aforementioned sections show the changes and staff recommends approval of the proposed amendments.
- ii. **Public Hearing Opened:** Sargus moved, seconded by Malmquist to open the public hearing. **Ayes:** Sargus, Hill, Malmquist, Miller, Krzywicki, Gahan, Circo, and Wetuski. **Nays:** None. **Abstain:** None. **Absent:** Alexander and Dale. **Motion Carried.** (8-0)

There was no one present to speak on this item.

Public Hearing Closed: Malmquist moved, seconded by Miller to close the public hearing. **Ayes:** Sargus, Hill, Malmquist, Miller, Krzywicki, Gahan, Circo, and Wetuski. **Nays:** None. **Abstain:** None. **Absent:** Alexander and Dale. **Motion Carried.** (8-0)

Sargus asked about historical context pertaining to why it was originally set up this way.

Solberg said that he wasn't completely sure, but that this was the default language that was originally used when this was being set up. This was originally set up for properties that had never been platted before deeming it necessary to go through a preliminary and final plat process, however, almost all the properties in La Vista have been platted before and can go through the replat process which is the preliminary and final plat process at the same time.

Malmquist asked if there happened to be property that had not previously been platted if it would be possible to revert back to the original process.

Solberg said that the preliminary plat and PUD would go through at the same time with the Planning Commission. City Council would approve of the preliminary plat, but the final PUD would not get approved until the final plat.

Sargus asked why there was a preliminary and final plat process.

Kottmann said that the preliminary plat has a different set of requirements than the final plat and are two different things in terms of function.

- iii. **Recommendation:** Sargus moved, seconded by Malmquist to approve changes to the proposed amendments. **Ayes:** Sargus, Malmquist, Miller, Krzywicki, Gahan, Circo, and Wetuski. **Nays:** Hill. **Abstain:** None. **Absent:** Alexander and Dale. **Motion Carried.** (7-1)

6. Comments from the Floor

None.

7. Comments from Planning Commission

8. Comments from Staff

Solberg talked about NPZA coming up and that there should be a registration form in their packets. He said that if anyone is interested to let Meghan know to get them signed up and what they would like to do.

8. Adjournment

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chairperson

Approval Date

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the three months ending December 31, 2015
25% of the Fiscal Year 2016

	General Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of budget Used
REVENUES					
Property Taxes	\$ 5,977,668	\$ -	\$ 135,557	\$ (5,842,111)	2%
Sales and use taxes	3,108,225	87,419	801,652	(2,306,573)	26%
Payments in Lieu of taxes	275,000	-	-	(275,000)	0%
State revenue	1,461,035	120,060	394,718	(1,066,317)	27%
Occupation and franchise taxes	1,030,000	63,079	226,977	(803,023)	22%
Hotel Occupation Tax	900,000	59,169	224,759	(675,241)	25%
Licenses and permits	347,800	27,705	118,794	(229,006)	34%
Interest income	11,522	987	4,949	(6,573)	43%
Recreation fees	156,100	5,334	26,017	(130,083)	17%
Special Services	22,500	2,337	5,728	(16,772)	25%
Grant Income	215,917	2,488	11,979	(203,938)	6%
Other	234,365	49,627	120,846	(113,519)	52%
Total Revenues	13,740,132	418,205	2,071,976	(11,668,156)	15%
EXPENDITURES					
Current:					
Administrative Services	590,974	51,380	110,900	(480,074)	19%
Mayor and Council	191,343	9,097	32,649	(158,694)	17%
Boards & Commissions	9,160	726	847	(8,313)	9%
Public Buildings & Grounds	510,328	18,721	108,733	(401,595)	21%
Administration	500,043	41,918	104,334	(395,709)	21%
Police and Animal Control	4,346,735	415,522	969,939	(3,376,796)	22%
Fire	1,705,949	14,345	444,540	(1,261,409)	26%
Community Development	598,148	40,899	101,607	(496,541)	17%
Public Works	3,372,972	300,292	759,921	(2,613,051)	23%
Recreation	670,345	50,265	115,023	(555,322)	17%
Library	766,945	62,522	160,018	(606,927)	21%
Information Technology	208,485	5,428	43,311	(165,174)	21%
Human Resources	693,497	18,514	68,346	(625,151)	10%
Public Transportation	94,677	8,305	18,268	(76,409)	19%
Capital outlay	493,499	20,235	23,457	(470,042)	5%
Total Expenditures	14,753,100	1,058,169	3,061,892	(11,691,208)	21%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,012,968)	(639,964)	(989,916)	23,052	98%
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery)	70,663	-	-	(70,663)	0%
Operating transfers out (EDF, OSP, CIP)	(1,265,000)	-	-	1,265,000	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	(1,194,337)	-	-	1,194,337	0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (2,207,305)	\$ (639,964)	\$ (989,916)	\$ 1,217,389	45%

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the three months ending December 31, 2015
25% of the Fiscal Year 2016

Debt Service Fund						
	Budget	MTD Actual	YTD Actual	Over(under) Budget	% of budget Used	
REVENUES						
Property Taxes	\$ 1,864,694	\$ 776	\$ 8,575	\$ (1,856,119)		0%
Sales and use taxes	1,554,113	43,710	400,826	(1,153,287)		26%
Payments in Lieu of taxes	30,000	-	-	(30,000)		0%
Interest income	7,002	156	699	(6,303)		10%
Other (Special Assessments; Fire Reimbursmnt)	852,796	43,381	129,717	(723,079)		15%
Total Revenues	4,308,605	88,023	539,817	(3,768,788)		13%
EXPENDITURES						
Current:						
Administration	90,000	11	86	(89,914)		0%
Fire Contract Bond	298,677	-	74,100	(224,577)		25%
Debt service						
Principal	2,947,400	1,415,000	1,565,000	(1,382,400)		53%
Interest	871,458	140,370	282,173	(589,285)		32%
Total Expenditures	4,207,535	1,555,381	1,921,359	(2,286,176)		46%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	101,070	(1,467,358)	(1,381,542)	(1,482,612)		-1367%
OTHER FINANCING SOURCES (USES)						
Operating transfers in (Lottery Bond)	339,145	-	-	(339,145)		0%
Operating transfers out (CIP)	(12,333,489)	-	-	12,333,489		0%
Bond/registered warrant proceeds	11,500,000	-	-	(11,500,000)		0%
Total other Financing Sources (Uses)	(494,344)	-	-	494,344		0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (393,274)	\$ (1,467,358)	\$ (1,381,542)	\$ (988,268)		351%

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the three months ending December 31, 2015
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	Capital Fund					% of budget Used
	Budget	MTD Actual	YTD Actual	Over(under) Budget		
REVENUES						
Interest income	\$ -	\$ -	\$ 4	\$ 4		0%
Grant Income	1,061,000	-	250,326	(810,674)		24%
Interagency	926,100	-	-	(926,100)		0%
Total Revenues	1,987,100	-	250,330	(1,736,770)		13%
EXPENDITURES						
Current:						
Capital outlay	30,847,780	253,472	288,834	(30,558,946)		1%
Total Expenditures	30,847,780	253,472	288,834	(30,558,946)		1%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(28,860,680)	(253,472)	(38,504)	(28,822,176)		0%
OTHER FINANCING SOURCES (USES)						
Operating transfers in	28,860,680	-	-	(28,860,680)		0%
Operating transfers out	-	-	-	-		0%
Bond/registered warrant proceeds	-	-	-	-		0%
Total other Financing Sources (Uses)	28,860,680	-	-	(28,860,680)		0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ -	\$ (253,472)	\$ (38,504)	\$ 38,504		0%

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the three months ending December 31, 2015
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Sewer Fund						
	Budget	MTD Actual	YTD Actual	(Under) Budget	% of Budget Used	
REVENUES						
User fees	\$ 3,629,271	\$ 3,689	\$ 512,047	\$ (3,117,224)	14%	
Service charge and hook-up fees	200,000	29,305	59,345	(140,655)	30%	
Grant Income	22,918	22,918	22,918	-	100%	
Miscellaneous	450	32	99	(351)	22%	
Total Revenues	3,852,639	55,944	594,409	(3,258,230)	15%	
EXPENDITURES						
General Administrative	533,968	46,112	118,995	(414,973)	22%	
Maintenance	2,854,687	194,186	274,814	(2,579,873)	10%	
Storm Water Grant	27,502	1,500	1,506	(25,996)	5%	
Capital Outlay	405,300	-	-	(405,300)	0%	
Total Expenditures	3,821,457	241,798	395,315	(3,426,142)	10%	
OPERATING INCOME (LOSS)	31,182	(185,854)	199,094	167,912	638%	
NON-OPERATING REVENUE (EXPENSE)						
Interest income	3,311	219	339	(2,972)	10%	
	3,311	219	339	(2,972)	10%	
INCOME (LOSS) BEFORE OPERATING TRANSFERS	34,493	(185,635)	199,433	164,940	578%	
OTHER FINANCING SOURCES (USES)						
Operating transfers out (CIP)	(50,000)	-	-	50,000	0%	
NET INCOME (LOSS)	\$ (15,507)	\$ (185,635)	\$ 199,433	\$ 214,940	-1286%	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
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Golf Course Fund						
	Budget	MTD Actual	YTD Actual	(Under) Budget	% of Budget Used	
REVENUES						
Greens Fees	\$ 138,000	\$ 2,515	\$ 15,632	\$ (122,368)	11%	
Carts	50,000	490	4,962	(45,038)	10%	
Concessions	33,500	335	3,850	(29,650)	11%	
Total Golf Proceeds	221,500	3,340	24,444	(197,056)	11%	
Pro-Shop Merchandise	4,750	207	633	(4,117)	13%	
Fee Income	200	12	86	(114)	43%	
Miscellaneous	100	(1)	2	(98)	2%	
Total Other Revenue	5,050	218	721	(4,329)	14%	
Total Revenue	226,550	3,558	25,165	(201,385)	11%	
EXPENDITURES						
General Administrative	156,591	9,414	27,428	(129,163)	18%	
Cost of merchandise sold	18,664	894	1,396	(17,268)	7%	
Maintenance	160,288	8,691	23,158	(137,130)	14%	
Capital Outlay	22,000	21,500	21,500	(500)	98%	
Total Expenditures	357,543	40,499	73,482	(284,061)	21%	
OPERATING INCOME (LOSS)	(130,993)	(36,941)	(48,317)	82,676	37%	
NON-OPERATING REVENUE (EXPENSE)						
Interest income	503	22	71	(432)	14%	
	503	22	71	(432)	14%	
INCOME (LOSS) BEFORE OPERATING TRANSFERS	(130,490)	(36,919)	(48,246)	82,244	37%	
OTHER FINANCING SOURCES (USES)						
Operating transfers in (Lottery)	125,000	-	-	(125,000)	0%	
NET INCOME (LOSS)	\$ (5,490)	\$ (36,919)	\$ (48,246)	\$ 42,756	879%	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the three months ending December 31, 2015
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Lottery Fund						
	<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>	
REVENUES						
Lottery Rev/Community Betterment	\$ 925,000	\$ 84,240	\$ 231,830	\$ (693,170)	25%	
Lottery Tax Form 51	350,000	27,145	81,678	(268,322)	23%	
Event Revenue	30,500			(30,500)	0%	
Interest income	2,972	659	711	(2,261)	24%	
Total Revenues	1,308,472	112,044	314,219	(994,253)	24%	
EXPENDITURES						
Current:						
Professional Services	233,261	27,086	49,706	(183,555)	21%	
Salute to Summer	22,535	-	-	(22,535)	0%	
50th Year Celebration	-	-	473	473	0%	
Community Events	9,290	1,363	6,417	(2,873)	69%	
Events - Marketing	22,600	-	468	(22,132)	2%	
Recreation Events	10,000	-	-	(10,000)	0%	
Concert & Movie Nights	9,800	-	-	(9,800)	0%	
Travel & Training	13,420	-	-	(13,420)	0%	
State Taxes	350,000	27,145	81,678	(268,322)	23%	
Other	-	-	-	-	0%	
Capital outlay	14,000	13,776	13,776	(224)	98%	
Total Expenditures	684,906	69,370	152,518	(532,388)	22%	
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	623,566	42,674	161,701	461,865	26%	
OTHER FINANCING SOURCES (USES)						
Operating transfers out	(1,461,999)	-	-	1,461,999	0%	
Bond/registered warrant proceeds	-	-	-	-	0%	
Total other Financing Sources (Uses)	(1,461,999)	-	-	1,461,999	0%	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (838,433)	\$ 42,674	\$ 161,701	\$ 1,923,864	-19%	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the three months ending December 31, 2015
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	Economic Development				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of budget Used
REVENUES					
JQH Payment	1,186,573	296,643	593,287	(593,286)	50%
Interest income	266	-	-	(266)	0%
Total Revenues	1,186,839	296,643	593,287	(593,552)	50%
EXPENDITURES					
Current:					
Professional Services	10,000	-	-	-	0%
Debt service: (Warrants)					0%
Principal	685,000	-	685,000	-	100%
Interest	1,311,427	-	666,639	(644,788)	51%
Total Expenditures	2,006,427	-	1,351,639	(654,788)	67%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(819,588)	296,643	(758,352)	61,236	93%
OTHER FINANCING SOURCES (USES)					
Operating transfers in	600,000	-	-	(600,000)	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	600,000	-	-	(600,000)	0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (219,588)	\$ 296,643	\$ (758,352)	\$ (538,764)	345%

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the three months ending December 31, 2015
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	Off Street Parking				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of budget Used
REVENUES					
Interest income	45	-	4	(41)	9%
Total Revenues	45	-	4	(41)	9%
EXPENDITURES					
Current:					
General Administrative	19,467	831	5,107	(14,360)	26%
Professional Services					0%
Maintenance	19,500	655	975	(18,525)	5%
Debt service: (Warrants)					
Principal	430,000	430,000	430,000	-	100%
Interest	144,580	4,730	4,730	(139,850)	3%
Total Expenditures	613,547	436,216	440,812	(172,735)	72%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(613,502)	(436,216)	(440,808)	172,694	72%
OTHER FINANCING SOURCES (USES)					
Operating transfers in	615,000		-	(615,000)	0%
Operating transfers out					0%
Bond/registered warrant proceeds		-	-	-	0%
Total other Financing Sources (Uses)	615,000	-	-	(615,000)	0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ 1,498	\$ (436,216)	\$ (440,808)	\$ (442,306)	-29426%

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
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	Redevelopment Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of budget Used
REVENUES					
Sales and use taxes	1,554,113	43,710	400,826	(1,153,287)	26%
Interest income	3,583	296	964	(2,619)	27%
Total Revenues	1,557,696	44,006	401,790	(1,155,906)	26%
EXPENDITURES					
Current:					
Community Development	30,000	-	-	(30,000)	0%
Professional Services	150,000	-	-	(150,000)	0%
Financial / Legal Fees	50,000	-	-	(50,000)	0%
Debt service: (Warrants)					
Principal	-	-	-	-	0%
Interest	307,500	-	-	(307,500)	0%
Total Expenditures	537,500	-	-	(537,500)	0%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	1,020,196	44,006	401,790	(618,406)	39%
OTHER FINANCING SOURCES (USES)					
Operating transfers in				-	0%
Operating transfers out	(15,550,000)			15,550,000	0%
Bond/registered warrant proceeds	15,000,000	-	-	(15,000,000)	0%
Total other Financing Sources (Uses)	(550,000)	-	-	550,000	0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ 470,196	\$ 44,006	\$ 401,790	\$ (68,406)	85%



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

A-6
INVOICE

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

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

CITY OF LA VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 113560
Date 01/27/2016
Project 0171-414 CITY PARKING DISTRICT
ACCESS IMPROVEMENTS - DRAINAGE

Professional Services from September 21, 2015 through January 03, 2016

CIP Project No. PWST-16-002

PO #16-0094

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task 1 - Topographic Survey (Downstream)	6,819.00	0.00	0.00	6,819.00
Task 2 - Conceptual Analysis	38,270.00	0.00	26,505.50	11,764.50
Total	45,089.00	0.00	26,505.50	18,583.50

Invoice total 18,583.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
113560	01/27/2016	18,583.50	18,583.50				
	Total	18,583.50	18,583.50	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.

O.K. to pay
JMK 2-1-2016

05.71.0899.02

Consent Agenda 2/16/16


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

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

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

CITY OF LA VISTA
 JOHN KOTTMANN
 8116 PARKVIEW BOULEVARD
 LA VISTA, NE 68128

Invoice number 113558
 Date 01/27/2016
 Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from November 30, 2015 through January 03, 2016

P.O. #15-0092/16-0094

Description	Current Billed
Task A-Project Start-up	0.00
Task B-Design Development	0.00
Task C-Construction Documentation	0.00
Task D-Phase 2 Grant Acquisition	638.75
Task E-Pre-Construction Monitoring	3,087.52
Construction Phase Services	5,375.74
<i>Contract Administration, Site Visits and Project Management</i>	\$1,775.99
<i>Erosion Control Monitoring and Reporting Services</i>	374.40
<i>Construction Observation and Materials Testing</i>	1,821.10
<i>Construction Staking</i>	1,404.25
Additional Services - OPPD	0.00
	Total 9,102.01

Invoice total 9,102.01

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
113558	01/27/2016	9,102.01	9,102.01	0.00	0.00	0.00	0.00
	Total	9,102.01	9,102.01	0.00	0.00	0.00	0.00

O.K. to pay
 JMK 2-1-2016

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.

SPLITS TO: 05.71.0871.03 (NET) \$4,186.92
 05.71.0855.03 (CITY) \$4,915.09

A-8

INVOICE



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

Please remit to:

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

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

CITY OF LA VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 113559
Date 01/27/2016
Project 0171-413 BIG PAPIO CREEK SIPHON
REPAIR

Professional Services from November 30, 2015 through January 03, 2016

PO #16-0094

Description	Current Billed
Topographic Survey	0.00
Engineering Services	1,735.00
Total	1,735.00

Invoice total 1,735.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
113559	01/27/2016	1,735.00	1,735.00				
	Total	1,735.00	1,735.00	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees.

O.K. to pay
EFMK 2-1-2016
02.42.0314

Consent Agenda 2/16/16

Invoice



601 P Street, Suite 200
 PO Box 84608
 Lincoln, NE 68501-4608
 Tel 402.474.6311, Fax 402.474.5160

January 21, 2016
 Invoice No: 246443

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

OA Project No. C14-2258 La Vista Parking District Access Improvements

Professional services rendered from December 6, 2015 through January 2, 2016 for work completed in accordance with our Agreement executed on September 16, 2015.

Phase 100 Project Management

Professional Personnel

	Hours	Rate	Amount
Team Leader Underwood, Katie	7.00	43.27	302.89 ✓
Project Engineer Rolling, Christopher	12.50	36.78	459.75 ✓
Assistant Engineer Heideman, Kellen	1.25	28.85	36.06 ✓
Totals	20.75		798.70 ✓
Total Labor			798.70

Additional Fees

Overhead	176.96 % of 798.70	1,413.38 ✓
Profit	12.00 % of 2,212.08	265.45 ✓
Total Additional Fees		1,678.83 1,678.83

Billing Limits

	Current	Prior	To-Date
Total Billings	2,477.53 ✓	4,640.20	7,117.73
Limit			14,621.83
Balance Remaining			7,504.10
		Total this Phase	\$2,477.53

Phase 200 Survey

Professional Personnel

	Hours	Rate	Amount
Associate Surveyor Peterson, Drew	5.75	21.50	123.63
Totals	5.75		123.63
Total Labor			123.63

Project	C14-2258	La Vista Parking District Access	Invoice	246443
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Additional Fees

Overhead	176.76 % of 123.63	218.53
Profit	12.00 % of 342.16	41.06
Total Additional Fees		259.59

Internal Unit Billing

Field Vehicle	20.0 Miles @ 0.75	15.00
Total Internal Units		15.00

Billing Limits

	Current	Prior	To-Date
Total Billings	398.22	2,727.50	3,125.72
Limit			3,747.07
Balance Remaining			621.35
Total this Phase			\$398.22

Phase 300 Conceptual Design

Professional Personnel

	Hours	Rate	Amount
Design Associate			
Feik, Justin	5.75	25.48	146.51
Totals	5.75		146.51
Total Labor			146.51

Additional Fees

Overhead	176.96 % of 146.51	259.26
Profit	12.00 % of 405.77	48.69
Total Additional Fees		307.95

Billing Limits

	Current	Prior	To-Date
Total Billings	454.46	2,321.00	2,775.46
Limit			2,991.92
Balance Remaining			216.46
Total this Phase			\$454.46

Phase 400 Drainage Analysis

Professional Personnel

	Hours	Rate	Amount
Associate Engineer			
Sasse, Kevin	5.00	32.93	164.65
Totals	5.00		164.65
Total Labor			164.65

Additional Fees

Overhead	176.96 % of 164.65	291.36
Profit	12.00 % of 456.01	54.72
Total Additional Fees		346.08

Project	C14-2258	La Vista Parking District Access			Invoice	246443
Billing Limits		Current	Prior	To-Date		
Total Billings		510.73	0.00	510.73		
Limit				3,300.48		
Balance Remaining				2,789.75		
			Total this Phase		\$510.73	✓
-----	-----	-----	-----	-----	-----	-----
Phase	500	Geotechnical Exploration				
Professional Personnel		Hours	Rate	Amount		
Senior Project Engineer						
Schnackenberg, Edward		.50	45.19	22.60		
Associate Engineer						
Jensen, Timothy		4.50	30.29	136.31		
Assistant Engineer						
Jensen, Nathaniel		5.50	24.04	132.22		
Student Intern - Level 1						
Clouse, Aaron		4.50	12.00	54.00		
Administrative Coordinator						
Schuetze, Kelsey		2.50	17.00	42.50		
Totals		17.50		387.63		
Total Labor					387.63	
Additional Fees						
Overhead			176.96 % of 387.63		685.95	
Profit			12.00 % of 1,073.58		128.83	
Total Additional Fees					814.78	814.78
Internal Unit Billing						
Drill Rig Mobilization						
12/12/2015 1 Trip @ \$360/Trip					360.00	
Dry Density Test						
10 Tests @ \$15/Test					150.00	
Exploratory Drilling Flight Augers < 50						
70 ft @ \$17/ft					1,190.00	
Moisture Content						
5 Tests @ \$8/Test					40.00	
Unconfined Compression Test						
6 Tests @ \$20/Test					120.00	
Total Internal Units					1,860.00	1,860.00
Billing Limits		Current	Prior	To-Date		
Total Billings		3,062.41	27.92	3,090.33		
Limit				3,954.99		
Balance Remaining				864.66		
			Total this Phase		\$3,062.41	✓
-----	-----	-----	-----	-----	-----	-----
Phase	600	Prelim & Final Roadway Design				

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	C14-2258	La Vista Parking District Access	Invoice	246443
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Professional Personnel

	Hours	Rate	Amount
Team Leader			
Underwood, Katie	6.00	43.27	259.62
Senior Engineer			
Egelhoff, Anthony	1.00	48.08	48.08
Project Engineer			
Rolling, Christopher	24.00	36.78	882.72
Assistant Engineer			
Heideman, Kellen	3.00	28.85	86.55
Niewohner, Philip	1.50	25.24	37.86
Design Associate			
Bickford, Michael	5.25	26.92	141.33
Feik, Justin	3.50	25.48	89.18
Assistant Technician			
Lockhorn, Ryan	112.00	15.50	1,736.00
	Totals	156.25	3,281.34
	Total Labor		3,281.34

Additional Fees

Overhead	176.96 % of 3,281.34	5,806.66
Profit	12.00 % of 9,088.00	1,090.56
	Total Additional Fees	6,897.22

Billing Limits

	Current	Prior	To-Date
Total Billings	10,178.56	9,942.69	20,121.25
Limit			36,651.88
Balance Remaining			16,530.63
	Total this Phase		\$10,178.56

Phase 700

Bid Package Documents

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			4,736.68
Balance Remaining			4,736.68

Total this Phase **0.00**

Phase 900

Expenses

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			3,232.83
Balance Remaining			3,232.83

Total this Phase **0.00**

AMOUNT DUE THIS INVOICE **\$17,081.91**

Email invoice to: jkottmann@cityoflavista.org

O.K. to pay 
JMK 1-25-2016
05.71.0899.02

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Concentra 2/16/16



FELSBURG
HOLT &
ULLEVIG

connecting and enhancing communities

Mail Payments to:
PO Box 911704
Denver, CO 80291-1704
303.721.1440 • 303.721.0832 fax

January 15, 2016
Project No: 115453-01
Invoice No: 15888

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

Project 115453-01 Costco Traffic Review

Professional Services for the Period: December 16, 2015 to December 31, 2015

Professional Personnel

	Hours	Rate	Amount
Engineer V			
Meisinger, Mark	19.00	150.00	2,850.00
Labor	19.00		2,850.00
Total Labor			2,850.00
			TOTAL AMOUNT DUE
			\$2,850.00

Billed-To-Date Summary

	Current	Prior	Total
Labor	2,850.00	0.00	2,850.00
Totals	2,850.00	0.00	2,850.00

Project Manager Mark Meisinger

↑
O.K. to pay —
MK 1-25-2016

05.71.0899.02

Concent Agenda 2/16/16

Douglas County

Page 1 of 1

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Remit To :
Douglas County Treasurer
RM H03 Acct Division
1819 Farnam St
Omaha NE 68183

Bill To :

CITY OF LAVISTA
8116 PARK VIEW BLVD

LAVISTA NE 68128

Ship To :**Customer #**

28660

Sales Order #**Invoice #**

32304

Invoice Date : 13-JAN-16**Terms :**

30 NET

Transaction Type :

ENGINEERS

Total due (\$): 2,550.00**TEAR AT THE DOTTED LINE****PLEASE RETURN TOP PORTION WITH REMITTANCE**

(Not including your Douglas County invoice with payment could delay processing)

Item No	Description	Qty Ordered	Qty Invoiced	Unit Price	Extended Price
1	LAVISTA 50% SHARE OF HELL CREEK MITIGATION MONITORING FROM AUGUST 2015 THRU DECEMBER 2015 FOR DOUGLAS COUNTY PROJECT C-28(498)A - HELL CREEK	2550	2550	1.00	2550.00
	SPECIAL INSTRUCTIONS	DU^E DATE			TOTAL DUE
		12-FEB-16			\$2,550.00

O.K. to pay

JM 1-25-2016

05.71.0891.09

Consent Agenda 2/16/16

Attn: Accounts Payable
CITY OF LAVISTA
8116 PARK VIEW BLVD
LAVISTA NE 68128

A-12



PO Box 1100, 100 Middle Street, Portland, ME 04104-1100

I N V O I C E

02/05/2016

Client #: 110382.41

Invoice #: 355676

City of La Vista
Pam Buethe
8116 Park View Boulevard
La Vista, NE 68128

\$ _____
AMOUNT REMITTED

City of La Vista

BerryDunn
Invoice #: 355676

02/05/2016

Professional services rendered by our Government Consulting Group related to the project to assist the City of La Vista with consulting services for Financial Information Software System Selection.

Task 3: Vendor Evaluation and Selection \$1,977.00

Current Amount Due \$ 1,977.00

OK to pay
P. Buethe
2/8/16
05.71.0859.01

A late charge of 1.5% per month (18% per annum) is added to the balance after 30 days.

For your convenience, we accept VISA and MASTERCARD or for information on ACH Payments, please send an email to AR@berrydunn.com.

(207)775-2387
www.berrydunn.com

Concent Agenda 2/16/16

A-13

Invoice

Upstream Weeds

*Bringing Science to People, &
People to Science!*

3942 N. 66th Street
Omaha, NE 68104
Phone 402-881-6919
Email: Chris@upstreamweeds.com



INVOICE # 017
DATE: FEBRUARY 9, 2016

INVOICING TERM: 1/01/16- 1/31/16

TO John Kottmann, City Engineer
City of La Vista, Nebraska
Public Works Department
9900 Portal Road
La Vista, NE 68128

CONTRACTOR	PROJECT	PAYMENT TERMS	
Chris Madden	Papillion-La Vista Partnership	Due on receipt	

description	qty	unit price	line total
January 1 - 7, 2015			
Citizen Science Initiatives (planning, implementation, & maintenance)	2	\$25.00	\$ 50.00
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	20	\$25.00	\$ 500.00
Client Account Management and Administration (reporting, documentation, & billing)	6	\$25.00	\$ 150.00
External meeting (preparation, attendance, & follow-ups)	3	\$25.00	\$ 75.00
New Contract execution-plan development	3	\$25.00	\$ 75.00
January 8 - 14, 2015			
Citizen Science Initiatives (planning, implementation, & maintenance)	2	\$25.00	\$ 50.00
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	8	\$25.00	\$ 200.00
Client Account Management and Administration (reporting, documentation, & billing)	8	\$25.00	\$ 200.00
External meeting (preparation, attendance, & follow-ups)	3	\$25.00	\$ 75.00
New Contract execution-plan development	7	\$25.00	\$ 175.00
Social media & online presence (Facebook)	1	\$25.00	\$ 25.00
January 15 - 21, 2015			
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	13	\$25.00	\$ 325.00
External meeting (preparation, attendance, & follow-ups)	13	\$25.00	\$ 325.00
Social media & online presence (Facebook)	2	\$25.00	\$ 50.00
January 22 - 31, 2015			
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	17	\$25.00	\$ 425.00

Client Account Management and Administration (reporting, documentation, & billing)	2	\$25.00	\$ 50.00
External meeting (preparation, attendance, & follow-ups)	10	\$25.00	\$ 250.00
sub total	\$3,000.00		
50% cost-share paid by the city of Papillion	\$ (1,500.00)		
Total due	\$1,500.00		

Social Media presence was added as Pro Bono for the month of December due to billing restraints.

Please make all checks available to Chris Madden!

O.K. to pay

efmk 2-10-2016

02.43.0505

Consent Agenda 2/16/16



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 16, 2016 AGENDA

Subject:	Type:	Submitted By:
APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF SINNETT CHIEF BLDG OFFICIAL/SAFETY STEERING COMMITTEE CHAIRMAN

SYNOPSIS

A resolution has been prepared in reference to the appointment of selected personnel to the La Vista Safety Steering Committee.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

In accordance with the provision of state law 48-443, the Safety Steering Committee is comprised of an equal number of representatives for the Employer and the Employees. It is intended that the committee represent a diverse cross-section of city departments and employees.

With the departure of Mike Keyes from the Public Works Department a vacancy has been created. Brian Burke with the Public Works Department has agreed to serve.

Brian Burke Employee Representative 2 year term (new appointment – fill vacancy)

Other members of the Safety Committee include:

Jeff Sinnett	Employer Representative (Chairman)
Jeff Siebels	Employer Representative (Vice-Chairman)
Kevin Pokorny	Employer Representative
Pam Buethe	Employer Representative
Don Pluta	Employee Representative
Terry Foster	Employee Representative
John Danderand	Employee Representative (FOP)
Jean Hurst	Ex-Officio (Non-Voting)
Bill Bowes (Fire)	Ex-Officio (Non-Voting)

RESOLUTION NO. _____

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

**WHEREAS, The City Council of the City of La Vista has determined that the 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 La Vista,
Nebraska, do hereby appoint the following city employee to the La Vista Safety
Steering Committee for the term specified:**

Brian Burke Employee Representative 2 year term (new appointment to fill vacancy)

PASSED AND APPROVED THIS 16TH DAY OF FEBRUARY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

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

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 16, 2016 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE OF ICE CONTROL SALT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the purchase of approximately 330 tons of Ice Control Salt from Nebraska Salt & Grain Co., Gothenburg, Nebraska, for an amount not to exceed \$20,295.00.

FISCAL IMPACT

The FY 16 General Fund Street Operating Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The ice control salt is used by Public Works for winter operations. Salt is purchased at various times as needed off the purchase order. Any remaining balance is cancelled at the end of the budget year.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ICE CONTROL SALT FROM NEBRASKA SALT & GRAIN COMPANY, GOTHENBURG, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$20,295.00

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

WHEREAS, the FY 16 General Fund Budget provides funding for this purchase; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of ice control salt from Nebraska Salt & Grain Company, Gothenburg, Nebraska in an amount not to exceed \$20,295.00.

PASSED AND APPROVED THIS 16TH DAY OF FEBRUARY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

APCHCKRP
10.30.14

Thu Jan 28, 2016 12:23 PM

City of Lavista
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 1

A-16

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1	BK NE CKG MAIN (600-873)								

46414

Payroll Check

46415
Thru 120060 Gap in Checks

120061	1/20/2016	190	LOGAN SIMPSON DESIGN INC	1,209.44	**MANUAL**
120062	1/20/2016	4592	BERRY DUNN	2,965.00	**MANUAL**
120063	1/20/2016	147	CHRIS MADDEN	1,500.00	**MANUAL**
120064	1/26/2016	944	NE DEPT OF REVENUE-LOTT/51	84,763.00	**MANUAL**
120065	1/26/2016	388	MERCHANTABILITY ADJUSTERS INC	79.45	**MANUAL**
120066	2/02/2016	1657	A & D TECHNICAL SUPPLY COMPANY	251.27	
120067	2/02/2016	2044	ABDO PUBLISHING COMPANY	457.75	
120068	2/02/2016	3983	ABE'S PORTABLES INC	85.00	
120069	2/02/2016	762	ACTION BATTERIES UNLTD INC	105.30	
120070	2/02/2016	571	ALAMAR UNIFORMS	116.91	
120071	2/02/2016	1678	ASPEN EQUIPMENT COMPANY	397.90	
120072	2/02/2016	188	ASPHALT & CONCRETE MATERIALS	256.50	
120073	2/02/2016	4714	AWE-ADVANCED WORKSTATIONS IN	32.00	
120074	2/02/2016	3058	BAXTER CHRYSLER DODGE JEEP RAM	195.56	
120075	2/02/2016	4781	BISHOP BUSINESS EQUIPMENT	997.16	
120076	2/02/2016	196	BLACK HILLS ENERGY	.00	**CLEARED** **VOIDED**
120077	2/02/2016	196	BLACK HILLS ENERGY	6,336.37	
120078	2/02/2016	56	BOB'S RADIATOR REPAIR CO INC	240.00	
120079	2/02/2016	1242	BRENTWOOD AUTO WASH	24.00	
120080	2/02/2016	76	BUILDERS SUPPLY CO INC	1,003.80	
120081	2/02/2016	2285	CENTER POINT PUBLISHING	427.20	
120082	2/02/2016	219	CENTURY LINK	.00	**CLEARED** **VOIDED**
120083	2/02/2016	219	CENTURY LINK	896.43	
120084	2/02/2016	2540	CENTURY LINK BUSN SVCS	129.91	
120085	2/02/2016	4054	CLARITUS	123.01	
120086	2/02/2016	4789	COLIBRI SYSTEMS NORTH AMER INC	815.00	
120087	2/02/2016	3176	COMP CHOICE INC	876.52	
120088	2/02/2016	836	CORNHUSKER INTL TRUCKS INC	867.95	
120089	2/02/2016	4981	DATASHIELD CORPORATION	48.60	
120090	2/02/2016	4918	DC ELECTRIC/HEARTLAND LIGHTING	49.55	
120091	2/02/2016	3132	DEARBORN NATIONAL LIFE INS CO	.00	**CLEARED** **VOIDED**
120092	2/02/2016	3132	DEARBORN NATIONAL LIFE INS CO	5,628.15	
120093	2/02/2016	270	DECOSTA SPORTING GOODS	288.00	
120094	2/02/2016	111	DEMCO INCORPORATED	213.46	
120095	2/02/2016	59	DITCH WITCH OF OMAHA	140.00	
120096	2/02/2016	2149	DOUGLAS COUNTY SHERIFF'S OFC	225.00	
120097	2/02/2016	3334	EDGEWEAR SCREEN PRINTING	176.90	
120098	2/02/2016	4012	EMBASSY SUITES HOTEL	250.00	
120099	2/02/2016	3460	FEDEX	14.13	
120100	2/02/2016	1245	FILTER CARE	26.15	
120101	2/02/2016	1256	FIRST NATIONAL BANK FREMONT	63,631.25	
120102	2/02/2016	3415	FOCUS PRINTING	260.75	
120103	2/02/2016	3984	G I CLEANER & TAILORS	343.00	
120104	2/02/2016	1344	GALE	150.69	

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City of LaVista
ACCOUNTS PAYABLE CHECK REGISTER

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BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
120105		2/02/2016		1161 GALLS LLC		410.16			
120106		2/02/2016		3070 GCSAA		375.00			
120107		2/02/2016		966 GENUINE PARTS COMPANY-OMAHA		.00	**CLEARED**	**VOIDED**	
120108		2/02/2016		966 GENUINE PARTS COMPANY-OMAHA		811.89			
120109		2/02/2016		252 JENNIFER GOSS		18.95			
120110		2/02/2016		285 GRAYBAR ELECTRIC COMPANY INC		248.67			
120111		2/02/2016		4422 HAWKEYE TRUCK EQUIPMENT		42.75			
120112		2/02/2016		4178 HERITAGE CRYSTAL CLEAN LLC		316.59			
120113		2/02/2016		797 HOBBY LOBBY STORES INC		38.89			
120114		2/02/2016		2888 HOME DEPOT CREDIT SERVICES		1,194.83			
120115		2/02/2016		1612 HY-VEE INC		12.18			
120116		2/02/2016		2323 INGRAM LIBRARY SERVICES		1,338.89			
120117		2/02/2016		162 INLAND TRUCK PARTS		284.34			
120118		2/02/2016		100 JOHNSTONE SUPPLY CO		97.89			
120119		2/02/2016		3687 KIMBALL MIDWEST		128.43			
120120		2/02/2016		2394 KRIHA FLUID POWER CO INC		70.79			
120121		2/02/2016		381 LANDS' END BUSINESS OUTFITTERS		61.99			
120122		2/02/2016		4330 LARSEN SUPPLY COMPANY		94.28			
120123		2/02/2016		2380 LEXIS NEXIS MATTHEW BENDER		523.86			
120124		2/02/2016		4784 LIBRARY IDEAS LLC		14.00			
120125		2/02/2016		544 MAPA-METRO AREA PLANNING AGNCY		30.00			
120126		2/02/2016		157 MASTER'S TRANSPORTATION INC		2,765.00			
120127		2/02/2016		877 MATHESON TRI-GAS INC		10.91			
120128		2/02/2016		346 MAX I WALKER UNIFORM RENTAL		763.84			
120129		2/02/2016		4943 MENARDS-RALSTON		.00	**CLEARED**	**VOIDED**	
120130		2/02/2016		4943 MENARDS-RALSTON		1,034.77			
120131		2/02/2016		153 METRO AREA TRANSIT		7,470.00			
120132		2/02/2016		553 METROPOLITAN UTILITIES DIST.		.00	**CLEARED**	**VOIDED**	
120133		2/02/2016		553 METROPOLITAN UTILITIES DIST.		1,178.02			
120134		2/02/2016		1526 MIDLANDS LIGHTING & ELECTRIC		453.47			
120135		2/02/2016		2299 MIDWEST TAPE		426.57			
120136		2/02/2016		995 MOCIC MID-STATES ORGANIZED		200.00			
120137		2/02/2016		2550 MSC INDUSTRIAL SUPPLY CO		33.60			
120138		2/02/2016		1290 NEBRASKA NOTARY ASSOCIATION		100.00			
120139		2/02/2016		3303 NEBRASKA WELDING LTD		804.47			
120140		2/02/2016		1432 NEENAH FOUNDRY INCORPORATED		480.00			
120141		2/02/2016		440 NMC EXCHANGE LLC		607.06			
120142		2/02/2016		179 NUTS AND BOLTS INCORPORATED		673.77			
120143		2/02/2016		1968 O'KEEFE ELEVATOR COMPANY INC		1,091.56			
120144		2/02/2016		1831 O'REILLY AUTOMOTIVE STORES INC		83.73			
120145		2/02/2016		1808 OCLC INC		123.61			
120146		2/02/2016		1014 OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**	
120147		2/02/2016		1014 OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**	
120148		2/02/2016		1014 OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**	
120149		2/02/2016		1014 OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**	
120150		2/02/2016		1014 OFFICE DEPOT INC		507.40			
120151		2/02/2016		3311 OLD NEWS		17.00			
120152		2/02/2016		195 OMAHA PUBLIC POWER DISTRICT		.00	**CLEARED**	**VOIDED**	
120153		2/02/2016		195 OMAHA PUBLIC POWER DISTRICT		.00	**CLEARED**	**VOIDED**	
120154		2/02/2016		195 OMAHA PUBLIC POWER DISTRICT		49,632.69			
120155		2/02/2016		319 OMAHA WINNELSON		257.50			
120156		2/02/2016		46 OMAHA WORLD-HERALD		468.97			
120157		2/02/2016		4815 ONE CALL CONCEPTS INC		146.10			

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City of Lavista
ACCOUNTS PAYABLE CHECK REGISTER****
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BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
120158	2/02/2016	3039 PAPILLION SANITATION	1,488.15			
120159	2/02/2016	976 PAPILLION TIRE INCORPORATED	198.80			
120160	2/02/2016	1784 PLAINS EQUIPMENT GROUP	139.07			
120161	2/02/2016	686 PRUITT OUTDOOR POWER INC	47.52			
120162	2/02/2016	1335 SARPY COUNTY CHAMBER OF	300.00			
120163	2/02/2016	532 SARPY COUNTY ECONOMIC DEV.CORP	2,500.00			
120164	2/02/2016	4030 SCHLEGEL, JEREMY	241.00			
120165	2/02/2016	4040 SHERRY, PAUL	241.00			
120166	2/02/2016	3838 SPRINT	119.97			
120167	2/02/2016	505 STANDARD HEATING AND AIR COND	1,259.00			
120168	2/02/2016	3069 STATE STEEL OF OMAHA	254.34			
120169	2/02/2016	332 SUSPENSION SHOP INCORPORATED	720.00			
120170	2/02/2016	264 TED'S MOWER SALES & SERVICE	202.87			
120171	2/02/2016	822 THERMO KING CHRISTENSEN	26.60			
120172	2/02/2016	303 TII CONSTRUCTION LLC	347.00			
120173	2/02/2016	4231 TORNADO WASH LLC	280.00			
120174	2/02/2016	161 TRACTOR SUPPLY CREDIT PLAN	125.03			
120175	2/02/2016	3987 TRANE U S INCORPORATED	189.60			
120176	2/02/2016	176 TURFWERKS	21,500.00			
120177	2/02/2016	3735 TY'S OUTDOOR POWER & SVC INC	955.46			
120178	2/02/2016	988 UPSTART	387.72			
120179	2/02/2016	809 VERIZON WIRELESS	180.64			
120180	2/02/2016	809 VERIZON WIRELESS	91.67			
120181	2/02/2016	1174 WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
120182	2/02/2016	1174 WAL-MART COMMUNITY BRC	2,368.63			
120183	2/02/2016	968 WICK'S STERLING TRUCKS INC	326.00			
120184	2/02/2016	1475 WOODHAVEN COUNSELING ASSOCS	680.00			
120185	2/02/2016	4832 WOODHOUSE LINCOLN	211.21			

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Thru 2548701 Payroll Checks

1260692	1/29/2016	5017 EFTPS Federal Payroll Taxes	69,482.04	**E-PAY**
1260693	1/29/2016	5018 NE STATE INCOME TAX	10,446.59	**E-PAY**
1260694	1/29/2016	5019 ICMA PAYROLL Pension	35,732.09	**E-PAY**
1260695	1/29/2016	5020 NE CHILD SUPPORT PAYMENT CTR	966.08	**E-PAY**
1260696	1/29/2016	5023 LFOP DUES	1,220.00	**E-PAY**
1260697	1/29/2016	5024 POLICE INSURANCE	261.89	**E-PAY**
1260698	1/29/2016	5025 529 CSP College Savings Plan	50.00	**E-PAY**
1260699	1/20/2016	4945 ENTERPRISE FM TRUST	580.01	**E-PAY**
1260700	1/20/2016	5027 NE DEPT OF REVENUE-SALES TAX	507.31	**E-PAY**
1260701	1/20/2016	5029 PITNEY BOWES-EFT POSTAGE	867.00	**E-PAY**
1260702	1/20/2016	178 STANDARD INSURANCE COMPANY	5,669.38	**E-PAY**

BANK TOTAL	413,206.15
OUTSTANDING	413,206.15
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	216,053.59	216,053.59	.00	.00
02 SEWER FUND	16,397.33	16,397.33	.00	.00
04 BOND(S) DEBT SERVICE FUND	63,631.25	63,631.25	.00	.00

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**** City of LaVista ****
ACCOUNTS PAYABLE CHECK REGISTER

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BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
05	CONSTRUCTION			5,683.72	5,683.72	.00	.00
08	LOTTERY FUND			84,825.53	84,825.53	.00	.00
09	GOLF COURSE FUND			25,569.64	25,569.64	.00	.00
15	OFF-STREET PARKING			1,045.09	1,045.09	.00	.00
	REPORT TOTAL			413,206.15			
	OUTSTANDING			413,206.15			
	CLEARED			.00			
	VOIDED			.00			
	+ Gross Payroll 01/29/16			374,937.01			
	- Payroll ACH Payments			118,158.69			
	GRAND TOTAL			\$669,984.47			

APPROVED BY COUNCIL MEMBERS 02/02/16

COUNCIL MEMBER

BANK NO BANK NAME

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DATE

VENDOR NO

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1 BK NE CKG MAIN (600-873)

120186	2/03/2016	929 BEACON BUILDING SERVICES	5,812.00	**MANUAL**
120187	2/09/2016	397 ACCREDITED COLLECTION SVC INC	270.09	**MANUAL**
120188	2/16/2016	3939 ACCENT DRYWALL SUPPLY COMPANY	88.00	

120189 Thru 120207 Gap in Checks Voided-Software Error-misnumbering due to printer error.

120208	2/16/2016	897 ACI-NEBRASKA CHAPTER	30.00	
120209	2/16/2016	762 ACTION BATTERIES UNLTD INC	195.38	
120210	2/16/2016	571 ALAMAR UNIFORMS	.00	**CLEARED** **VOIDED**
120211	2/16/2016	571 ALAMAR UNIFORMS	1,670.91	
120212	2/16/2016	391 ALLIANCE FOR INNOVATION	1,860.00	
120213	2/16/2016	188 ASPHALT & CONCRETE MATERIALS	148.50	
120214	2/16/2016	2634 ATLAS AWNING CO INC	150.00	
120215	2/16/2016	200 AWARDS AND MORE COMPANY	117.73	
120216	2/16/2016	4395 BABER, BRAD	300.00	
120217	2/16/2016	55 BADGER BDY	485.00	
120218	2/16/2016	3058 BAXTER CHRYSLER DODGE JEEP RAM	773.03	
120219	2/16/2016	4781 BISHOP BUSINESS EQUIPMENT	601.93	
120220	2/16/2016	196 BLACK HILLS ENERGY	8,883.25	
120221	2/16/2016	76 BUILDERS SUPPLY CO INC	5.55	
120222	2/16/2016	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
120223	2/16/2016	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
120224	2/16/2016	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
120225	2/16/2016	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
120226	2/16/2016	2625 CARDMEMBER SERVICE-ELAN	6,549.21	
120227	2/16/2016	219 CENTURY LINK	165.42	
120228	2/16/2016	2540 CENTURY LINK BUSN SVCS	81.27	
120229	2/16/2016	152 CITY OF OMAHA	134,161.82	
120230	2/16/2016	468 CONTROL MASTERS INCORPORATED	654.85	
120231	2/16/2016	43 CORNHUSKER STATE INDUSTRIES	.00	**CLEARED** **VOIDED**
120232	2/16/2016	43 CORNHUSKER STATE INDUSTRIES	599.40	
120233	2/16/2016	2158 COX COMMUNICATIONS	303.07	
120234	2/16/2016	1676 CRANE, RAY	176.00	
120235	2/16/2016	707 CULLIGAN OF OMAHA	72.30	
120236	2/16/2016	23 CUMMINS CENTRAL POWER LLC	955.56	
120237	2/16/2016	619 DELL MARKETING L.P.	683.62	
120238	2/16/2016	111 DEMCO INCORPORATED	106.69	
120239	2/16/2016	4663 EN POINTE TECHNOLOGIES SALES	4,566.84	
120240	2/16/2016	3083 FBI NATIONAL ACADEMY ASSOCS	100.00	
120241	2/16/2016	142 FITZGERALD SCHORR BARNETTLER	21,577.40	
120242	2/16/2016	1344 GALE	163.43	
120243	2/16/2016	53 GCR TIRES & SERVICE	44.71	
120244	2/16/2016	966 GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED** **VOIDED**
120245	2/16/2016	966 GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED** **VOIDED**
120246	2/16/2016	966 GENUINE PARTS COMPANY-OMAHA	1,444.29	
120247	2/16/2016	164 GRAINGER	269.85	
120248	2/16/2016	2877 GRAPHIC SCREEN PRINTING	96.00	
120249	2/16/2016	285 GRAYBAR ELECTRIC COMPANY INC	40.56	
120250	2/16/2016	1044 H & H CHEVROLET LLC	821.59	
120251	2/16/2016	234 HAMPTON INN-KEARNEY	792.00	

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MANUAL

120252	2/16/2016	3775	HARTS AUTO SUPPLY	315.80			
120253	2/16/2016	2888	HOME DEPOT CREDIT SERVICES	93.92			
120254	2/16/2016	3477	HSMC ORIZON LLC	3,473.00			
120255	2/16/2016	21	HUMANITIES NEBRASKA	50.00			
120256	2/16/2016	1417	IACP	170.00			
120257	2/16/2016	2323	INGRAM LIBRARY SERVICES	208.82			
120258	2/16/2016	162	INLAND TRUCK PARTS	17.66			
120259	2/16/2016	675	INTERSTATE POWER SYSTEMS INC	72.59			
120260	2/16/2016	1054	MARK A KLINKER	200.00			
120261	2/16/2016	2394	KRIHA FLUID POWER CO INC	33.54			
120262	2/16/2016	2057	LA VISTA COMMUNITY FOUNDATION	60.00			
120263	2/16/2016	4425	LANDPORT SYSTEMS INC	250.00			
120264	2/16/2016	381	LANDS' END BUSINESS OUTFITTERS	48.89			
120265	2/16/2016	3198	LEAGUE OF NEBR MUNICIPALITIES	90.00			
120266	2/16/2016	1573	LQGAN CONTRACTORS SUPPLY	126.00			
120267	2/16/2016	4516	LOGO LOGIX EMBROIDERY & SCREEN	395.00			
120268	2/16/2016	3833	LUEDERS LOCK & KEY INC	166.00			
120269	2/16/2016	877	MATHESON TRI-GAS INC	347.88			
120270	2/16/2016	346	MAX I WALKER UNIFORM RENTAL	526.77			
120271	2/16/2016	193	CATHERINE DEMES MAYDEN	2,925.00			
120272	2/16/2016	4943	MENARDS-RALSTON	238.85			
120273	2/16/2016	872	METROPOLITAN COMMUNITY COLLEGE	13,850.11			
120274	2/16/2016	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
120275	2/16/2016	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
120276	2/16/2016	553	METROPOLITAN UTILITIES DIST.	2,293.69			
120277	2/16/2016	2299	MIDWEST TAPE	321.89			
120278	2/16/2016	4085	MNJ TECHNOLOGIES	1,158.00			
120279	2/16/2016	1028	NATIONAL EVERYTHING WHOLESALE	576.29			
120280	2/16/2016	407	NEBRASKA CODE OFFICIALS ASSN	130.00			
120281	2/16/2016	2530	NOVA FITNESS EQUIPMENT CO	549.00			
120282	2/16/2016	179	NUTS AND BOLTS INCORPORATED	28.16			
120283	2/16/2016	1831	O'REILLY AUTOMOTIVE STORES INC	67.73			
120284	2/16/2016	1014	OFFICE DEPOT INC	546.82			
120285	2/16/2016	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
120286	2/16/2016	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
120287	2/16/2016	195	OMAHA PUBLIC POWER DISTRICT	17,165.96			
120288	2/16/2016	3039	PAPILLION SANITATION	847.61			
120289	2/16/2016	256	PARK YOUR PAWZ INC	20.00			
120290	2/16/2016	4654	PAYFLEX SYSTEMS USA INC	526.30			
120291	2/16/2016	1821	PETTY CASH-PAM BUETHE	.00	**CLEARED**	**VOIDED**	
120292	2/16/2016	1821	PETTY CASH-PAM BUETHE	628.83			
120293	2/16/2016	1784	PLAINS EQUIPMENT GROUP	781.42			
120294	2/16/2016	172	Q P ACE HARDWARE	.00	**CLEARED**	**VOIDED**	
120295	2/16/2016	172	Q P ACE HARDWARE	.00	**CLEARED**	**VOIDED**	
120296	2/16/2016	172	Q P ACE HARDWARE	1,132.95			
120297	2/16/2016	3774	RETRIEVEX	117.10			
120298	2/16/2016	2240	SARPY COUNTY COURTHOUSE	8,200.74			
120299	2/16/2016	532	SARPY COUNTY ECONOMIC DEV.CORP	140.00			
120300	2/16/2016	150	SARPY COUNTY TREASURER	2,430.00			
120301	2/16/2016	503	SCHOLASTIC LIBRARY PUBLISHING	370.50			
120302	2/16/2016	4040	SHERRY, PAUL	154.00			
120303	2/16/2016	1864	SINNETT, JEFF	300.00			
120304	2/16/2016	3838	SPRINT	643.40			

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City of LaVista
ACCOUNTS PAYABLE CHECK REGISTER

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BANK NO

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
120305	505 STANDARD HEATING AND AIR COND	2/16/2016		2833 STOP STICK LTD		804.83	APPROVED BY COUNCIL MEMBERS		
120306		2/16/2016		47 SUBURBAN NEWSPAPERS INC		350.00	02/16/16		
120307		2/16/2016		4993 SUNSET LAW ENFORCEMENT LTD		42.00			
120308		2/16/2016		3471 TASER INTERNATIONAL		2,019.00			
120309		2/16/2016		264 TED'S MOWER SALES & SERVICE		398.73			
120310		2/16/2016		4601 TIGHTON FASTENER & SUPPLY INC		167.74			
120311		2/16/2016		4979 UNITE PRIVATE NETWORKS LLC		19.95			
120312		2/16/2016		2426 UNITED PARCEL SERVICE		3,850.00	COUNCIL MEMBER		
120313		2/16/2016		988 UPSTART		56.25			
120314		2/16/2016		3150 WHITE CAP CONSTR SUPPLY/HDS		244.37			
120315		2/16/2016				7.29			

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Thru 2578701

Payroll Checks

				COUNCIL MEMBER
1260703	2/12/2016	5017 EFTPS	65,467.83	**E-PAY**
1260704	2/12/2016	5018 NE STATE INCOME TAX	9,632.75	**E-PAY**
1260705	2/12/2016	5019 ICMA PAYROLL	34,128.57	**E-PAY**
1260706	2/12/2016	5020 NE CHILD SUPPORT PAYMENT CTR	966.08	**E-PAY**
1260707	2/12/2016	5023 LFOP DUES	1,220.00	**E-PAY**
1260708	2/12/2016	5024 POLICE INSURANCE	261.89	**E-PAY**
1260709	2/12/2016	5025-529 CSP	50.00	**E-PAY**

BANK TOTAL	378,294.75
OUTSTANDING	378,294.75
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	217,416.80	217,416.80	.00	.00
02 SEWER FUND	150,056.64	150,056.64	.00	.00
05 CONSTRUCTION	1,133.50	1,133.50	.00	.00
08 LOTTERY FUND	4,199.68	4,199.68	.00	.00
09 GOLF COURSE FUND	4,712.63	4,712.63	.00	.00
15 OFF-STREET PARKING	775.50	775.50	.00	.00

REPORT TOTAL	378,294.75
OUTSTANDING	378,294.75
CLEARED	.00
VOIDED	.00

+ Gross Payroll 02/12/16	356,975.49
- Payroll ACH Payments	111,727.12

COUNCIL MEMBER

GRAND TOTAL	\$623,543.12
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COUNCIL MEMBER

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 16, 2016 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR FINAL PUD PLAN, FINAL PLAT & SUBDIVISION AGREEMENT – LOTS 42, 43A, 43B, 44A, 44B & 45, BROOK VALLEY BUSINESS PARK (N OF HARRY WATANABE DR. & W OF 108 TH ST.)	◆ RESOLUTION (3) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and three resolutions have been prepared to approve the Final PUD Plan, Final Plat and Subdivision Agreement for approximately 15.3 acres located north of Harry Watanabe Drive and west of 108th Street.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled and three resolutions have been prepared to consider approval of the Final PUD Plan, Final Plat and Subdivision Agreement application by BV 44, LLC, on approximately 15.3 acres currently platted as Lots 42, 43A, 43B, 44A, 44B and 45, Brook Valley Business Park (to be replatted as Lots 1 thru 5, Brook Valley Corporate Park), generally located north of Harry Watanabe Drive and west of 108th Street.

On July 15, 2014, the City Council approved a Final PUD Plan, Final Plat and Subdivision Agreement for this property. The plat, however, was not recorded at the Register of Deeds within the 90 day time limit. Additionally, regarding the Final PUD Plan, construction was not started within the 12 month time limit and the applicant is proposing modifications to the approved site plan.

A detailed staff report is attached.

The Planning Commission held a public hearing on January 21, 2016, and unanimously recommended approval of the Final PUD Plan, with corrections to setbacks changed from 50 feet to 60 feet, and approval of the Final Plat.

RESOLUTION NO. 16 - ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR LOTS 1 THRU 5, BROOK VALLEY CORPORATE PARK, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a final planned unit development plan for Lots 1 thru 5, Brook Valley Corporate Park; and

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

WHEREAS, on January 21, 2016, the La Vista Planning Commission held a public hearing and reviewed the final PUD plan and recommended approval subject to corrections to the setbacks being changed from 50 feet to 60 feet.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final Planned Unit Development (PUD) plan for Lots 1 thru 5, Brook Valley Corporate Park, located in the SE 1/4 of Section 17, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located northwest of 108th Street and Harry Watanabe Drive be, and hereby is, approved.

PASSED AND APPROVED THIS 16TH DAY OF FEBRUARY 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. 16 - ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR LOTS 42, 43A, 43B, 44A, 44B AND 45, BROOK VALLEY BUSINESS PARK, TO BE REPLATTED AS LOTS 1 THRU 5, BROOK VALLEY CORPORATE PARK, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a final plat for Lots 42, 43A, 43B, 44A, 44B and 45, Brook Valley Business Park, to be replatted as Lots 1 thru 5, Brook Valley Corporate Park; and

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

WHEREAS, on January 21, 2016, the La Vista Planning Commission held a public hearing and reviewed the final plat and 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 Lots 42, 43A, 43B, 44A, 44B and 45, Brook Valley Business Park, to be replatted as Lots 1 thru 5, Brook Valley Corporate Park, a subdivision located in the Southeast $\frac{1}{4}$ of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northwest of 108th Street and Harry Watanabe Drive, be, and hereby is, approved.

PASSED AND APPROVED THIS 16TH DAY OF FEBRUARY 2016.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. 16 – ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 THRU 5, BROOK VALLEY CORPORATE PARK SUBDIVISION.

WHEREAS, the City Council did on February 16, 2016, approve the final plat for Lots 1 thru 5, Brook Valley Corporate Park Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, BV 44, LLC, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the February 16, 2016, City Council meeting for the Brook Valley Corporate Park Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council final plat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 16TH DAY OF FEBRUARY 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: 2015-PUD-07; 2015-SUB-09 For Hearing of: February 16, 2016
Report Prepared on: February 4, 2016

I. GENERAL INFORMATION

A. APPLICANT:

BV 44, LLC
105 N. 31st Avenue, 2nd Floor
Omaha, NE 68131

B. PROPERTY OWNER:

BV 44, LLC
105 N. 31st Avenue, 2nd Floor
Omaha, NE 68131

C. LOCATION: North of Harry Watanabe Drive, West of 108th Street

D. LEGAL DESCRIPTION: Lots 42, 43A, 43B, 44A, 44B, and 45
Brook Valley Business Park

E. REQUESTED ACTION(S): Approve amendments to Final PUD Plan, Final Plat and Subdivision Agreement for Lots 42, 43A, 43B, 44A, 44B, and 45 Brook Valley Business Park.

F. EXISTING ZONING AND LAND USE: I-2 PUD – Heavy Industrial with a Planned Unit Development overlay; abandoned golf range on Lots 43B and 44B Brook Valley Business Park; Lots 42, 43A, 44A, and 45 Brook Valley Business Park are vacant.

G. PURPOSE OF REQUEST: Approval of amendments to the Final PUD Plan, Final Plat and Subdivision Agreement.

H. SIZE OF SITE: 15.369 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property is relatively flat with a steep incline along the north and east sides. An abandoned golf range exists on Lots 43B and 44B Brook Valley Business Park. The remaining property has a mix of trees and overgrowth.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Mixed Industrial Uses, I-2 Heavy Industrial; Lot 2 Brook Valley Business Park Replat Four and Tax Lot 1A2 17-14-12

2. **East:** Brentwood Park Multi-Family Apartment Complex, R-3 Multi-Family Residential; Lot 233 Val Vista

months, thus the Final PUD site plan requires re-approval. The applicant has also requested amendments to the proposed building footprints within the site plan.

2. As per Section 3.04.06 of the Subdivision Regulations, the Final Plat was not recorded with the Register of Deeds within 90 days. Therefore a new Final Plat is required to proceed through the approval process prior to recording.
3. Chapter 154 of the City Municipal Code requires a Post Construction Storm Water Management Plan (PCWSMP) for any development in the subject area. A permit will be required through the Permix website that is utilized by all Papillion Creek Watershed Partnership communities. A PCSWMP and a draft Maintenance Agreement has been provided in the draft Subdivision Agreement. The PCSWMP will be reviewed in detail as part of the review process through the Permix web site, but the concept of using an extended detention basin to serve both lots is acceptable.

V. STAFF RECOMMENDATION - Final PUD Plan:

Approval of Final PUD Plan for Lots 42, 43A, 43B, 44A, 44B, and 45 Brook Valley Business Park.

VI. PLANNING COMMISSION RECOMMENDATION – Final PUD Site Plan:

The Planning Commission held a public hearing on January 21, 2016 and unanimously recommended approval of the Final PUD Site Plan with corrections to setbacks changed from 50 feet to 60 feet.

VII. STAFF RECOMMENDATION – Final Plat:

Approval of Brook Valley Corporate Park Final Plat.

VIII. PLANNING COMMISSION RECOMMENDATION – Final Plat:

The Planning Commission held a public hearing on January 21, 2016 and unanimously recommended approval of the Final Plat.

IX. STAFF RECOMMENDATION – Subdivision Agreement:

Approval.

X. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Review reports from City Planner
3. Final PUD Site Plan Maps
4. Final Plat Map
5. Subdivision Agreement

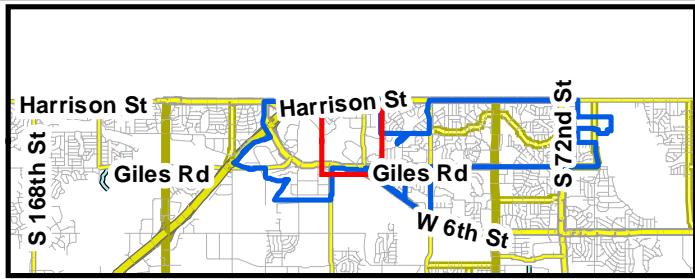
XI. COPIES OF REPORT SENT TO:

1. Kellen Heideman, Olsson Associates
2. Arun Agarwal, White Lotus Group
3. Public Upon Request

Phill Johnson
Prepared by:
Am Fnd 2-9-16
Community Development Director Date



Project Vicinity Map



Brook Valley Corporate Park

01-13-2016
CSB





December 22, 2015

Arun Agarwal
White Lotus Group
105 North 31st Avenue, 2nd Floor
Omaha, NE 68131

RE: PUD Major Amendment, Final Plat - Initial Review
Brook Valley Corporate Park

Mr. Agarwal,

We have reviewed the documents submitted for the above-referenced applications. Based on the elements for consideration set forth in the applicable section of the Zoning Regulations for the PUD and the Subdivision Regulations for the Final Plat, the City has the following comments:

City Engineer

1. The proposed grading plan may require reconstruction of the existing public storm sewer across the site to accomplish the plan. If that is the case, then that should be identified on the amended PUD plan. Such relocation will be at the Developer's expense.
2. A minor comment is that the signature blocks on the final plat drawing need to be changed from 2015 to 2016.

The PCMSA Maintenance Agreement & Easement, Exhibit "E" to the subdivision agreement, should not be executed and recorded at the time of signing of the subdivision agreement. It can remain as an exhibit to indicate obligations of the subdivider, but until actual construction plans have been prepared and approved through the Permit review process, signing and recording the PCMSA Maintenance Agreement and Easement is premature and will likely result in having to release and/or revise such agreement.

Chief Building Official

No Comments

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

Fire Marshall

1. There will need to be an additional fire hydrant placed 75' west of the proposed hydrant at the southeast side of Building 1 or an additional hydrant on the north side of Building 1 to ensure that there is no area of the building greater than 400 feet from a fire hydrant. Either scenario will suffice.

La Vista Police Department

No Comments

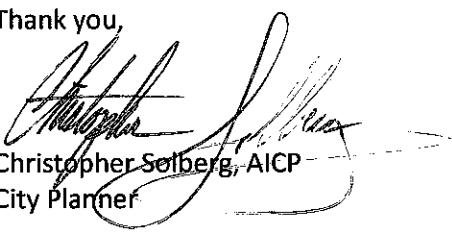
City Planner

1. In regards to Article 5.15.04.06 the PUD Plan needs to show dumpsters and screening, accessible parking stalls, and sidewalk connections from buildings to the public sidewalks. The proposed PUD Plan does not show dumpsters and related screening.
2. The front yard setback listed needs a footnote about the increase to 50 feet when parking is located in the front yard.

In order for the PUD amendment, and Final Plat to be considered for review at the January 21, 2016 Planning Commission meeting, revised documents will need to be provided for Planning Commission packets. Please submit 10 full-size and 4 ledger-size (11"x17") copies (along with electronic copies) of the revised PUD and plat documents by January 6, 2016 to ensure that the application stays on track for the review by Planning Commission on the 21st of January.

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

Thank you,



Christopher Selberg, AICP
City Planner

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

USER: kheideman 42734_XBASE 42734_TBLK

APPROXIMATE BOUNDARIES
OF ZONE X FLOOD AREA
BASED ON FEMA FLOOD
INSURANCE RATE MAP
(MAP #31153C0062H)

APPROXIMATE BOUNDARY
ZONE AE FLOODWAY BA
FEMA FLOOD INSURANCE
MAP (MAP #31153C0062)

APPROXIMATE CENTERLINE OF
HELL CREEK BASED ON FEMA
FLOOD INSURANCE RATE MAP
(MAP #31153C0062H)

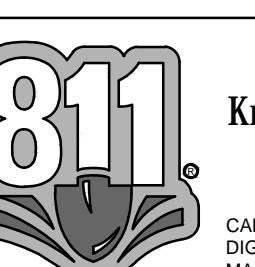
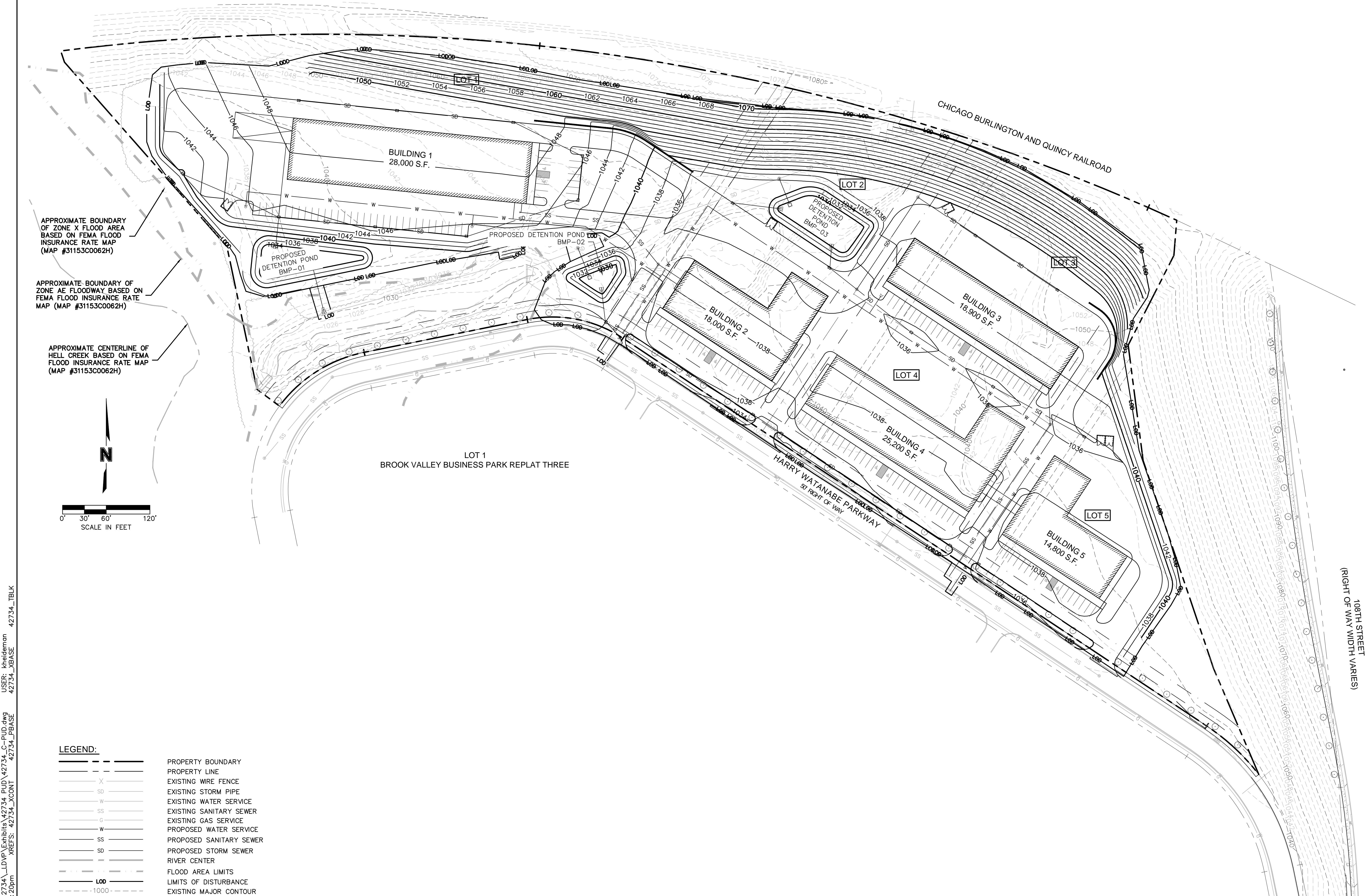
A horizontal scale bar with a black background. It features a white rectangular gap in the center, with '30'' written below it. To the left is '0'' and to the right is '60''. At the far right, only the '1' is visible of a '120' scale.

LEGEND

— - - - -	PROPERTY BOUNDARY
— - - - -	PROPERTY LINE
X — - - - -	EXISTING WIRE FENCE
SD — - - - -	EXISTING STORM PIPE
W — - - - -	EXISTING WATER SERVICE
SS — - - - -	EXISTING SANITARY SEWER
G — - - - -	EXISTING GAS SERVICE
W — - - - -	PROPOSED WATER SERVICE
SS — - - - -	PROPOSED SANITARY SEWER
SD — - - - -	PROPOSED STORM SEWER
— - - - - — - - -	RIVER CENTER
— - - - - — - - -	FLOOD AREA LIMITS
— - - - - — - - -	LIMITS OF DISTURBANCE
— - - - - 1000 - - - - -	EXISTING MAJOR CONTOUR
— - - - - 1002 - - - - -	EXISTING MINOR CONTOUR
1000 — - - - -	PROPOSED MAJOR CONTOUR

PROPERTY BOUNDARY
PROPERTY LINE
EXISTING WIRE FENCE
EXISTING STORM PIPE
EXISTING WATER SERVICE
EXISTING SANITARY SEWER
EXISTING GAS SERVICE
PROPOSED WATER SERVICE
PROPOSED SANITARY SEWER
PROPOSED STORM SEWER
RIVER CENTER
FLOOD AREA LIMITS
LIMITS OF DISTURBANCE
EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR
PROPOSED MAJOR CONTOUR
PROPOSED MINOR CONTOUR

PROPOSED STORM SEWER STRUCTURES
PROPOSED SANITARY SEWER STRUCTURE
PROPOSED FIRE HYDRANT

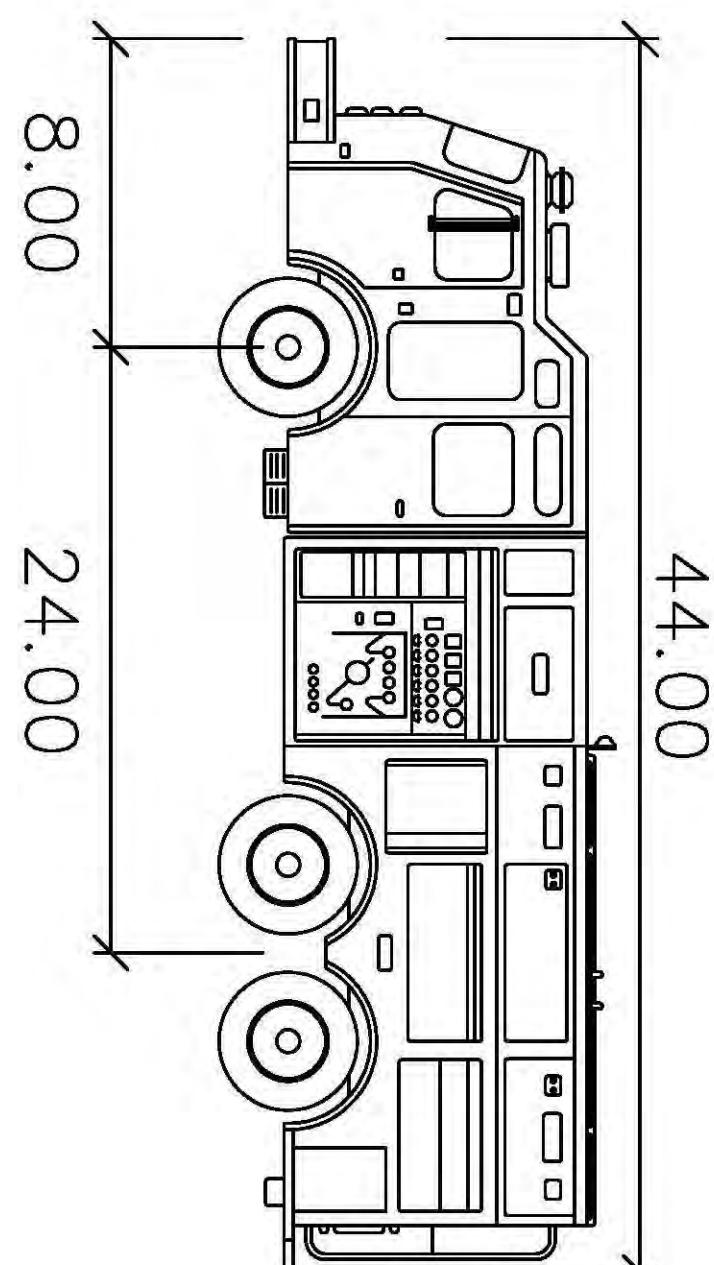


now what's below.
Call before you dig.

LL 811 SEVENTY-TWO HOURS PRIOR TO
GGING, GRADING OR EXCAVATING FOR THE
RKING OF UNDERGROUND MEMBER UTILITIES.

awn by: _____ KRH
ecked by: _____ KRH
roved by: _____ KLU
VQC by: _____
ject no.: _____ 014-2734
rawing no.: _____
ate: _____ 12.04.2015

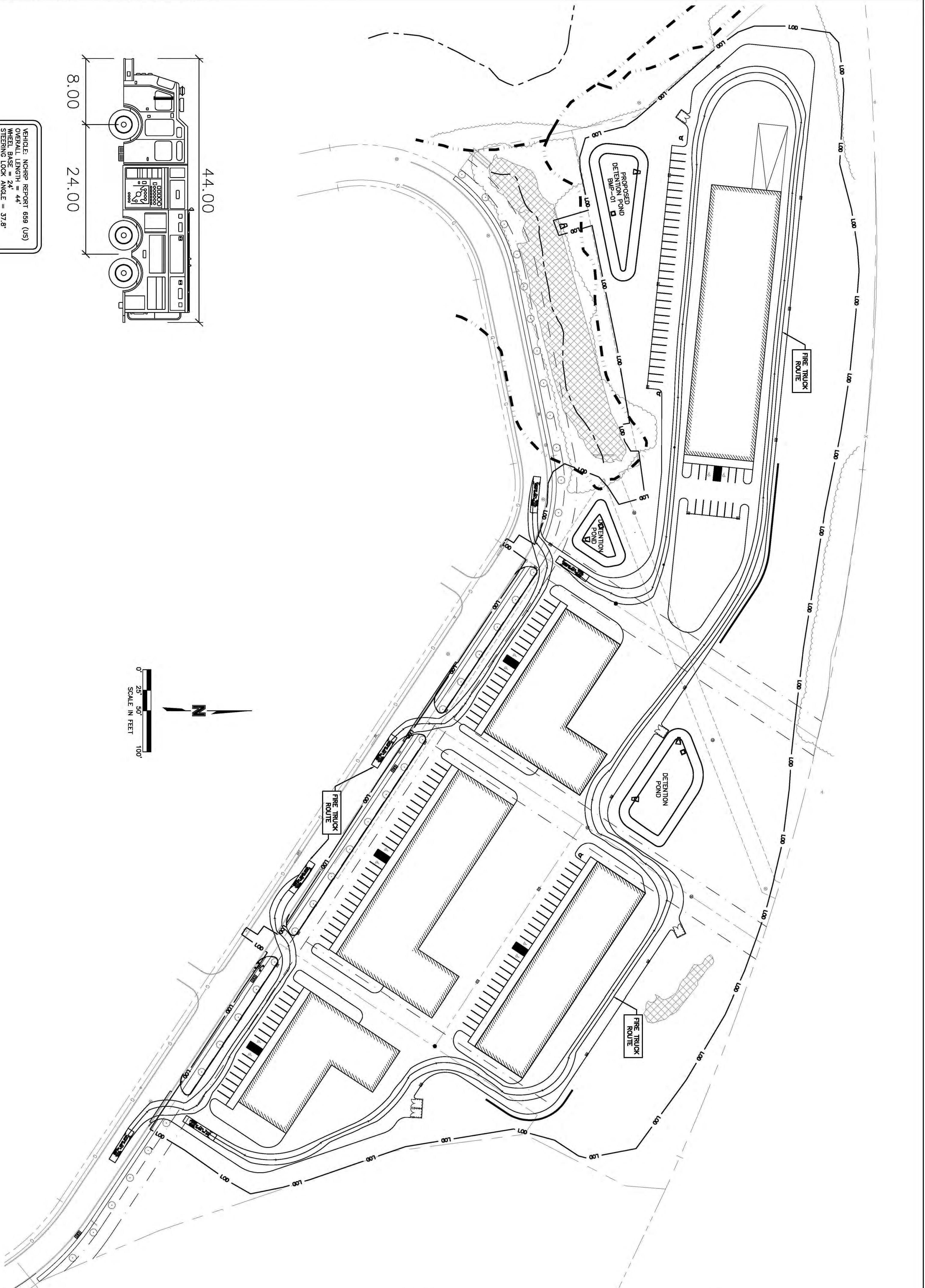
SHEET
C1.2



VEHICLE: NCHRP REPORT 659 (US)
 OVERALL LENGTH = 44'
 WHEEL BASE = 24'
 STEERING LOCK ANGLE = 37.8'
 TRACK LENGTH = 8.5'

0 25' 50' 100'
 SCALE IN FEET

N



EMERGENCY VEHICLE MOVEMENT EXHIBIT

BROOK VALLEY BUSINESS PARK

LA VISTA, NEBRASKA

REV. NO.	DATE	REVISIONS DESCRIPTION

2015

REVISIONS

SHEET

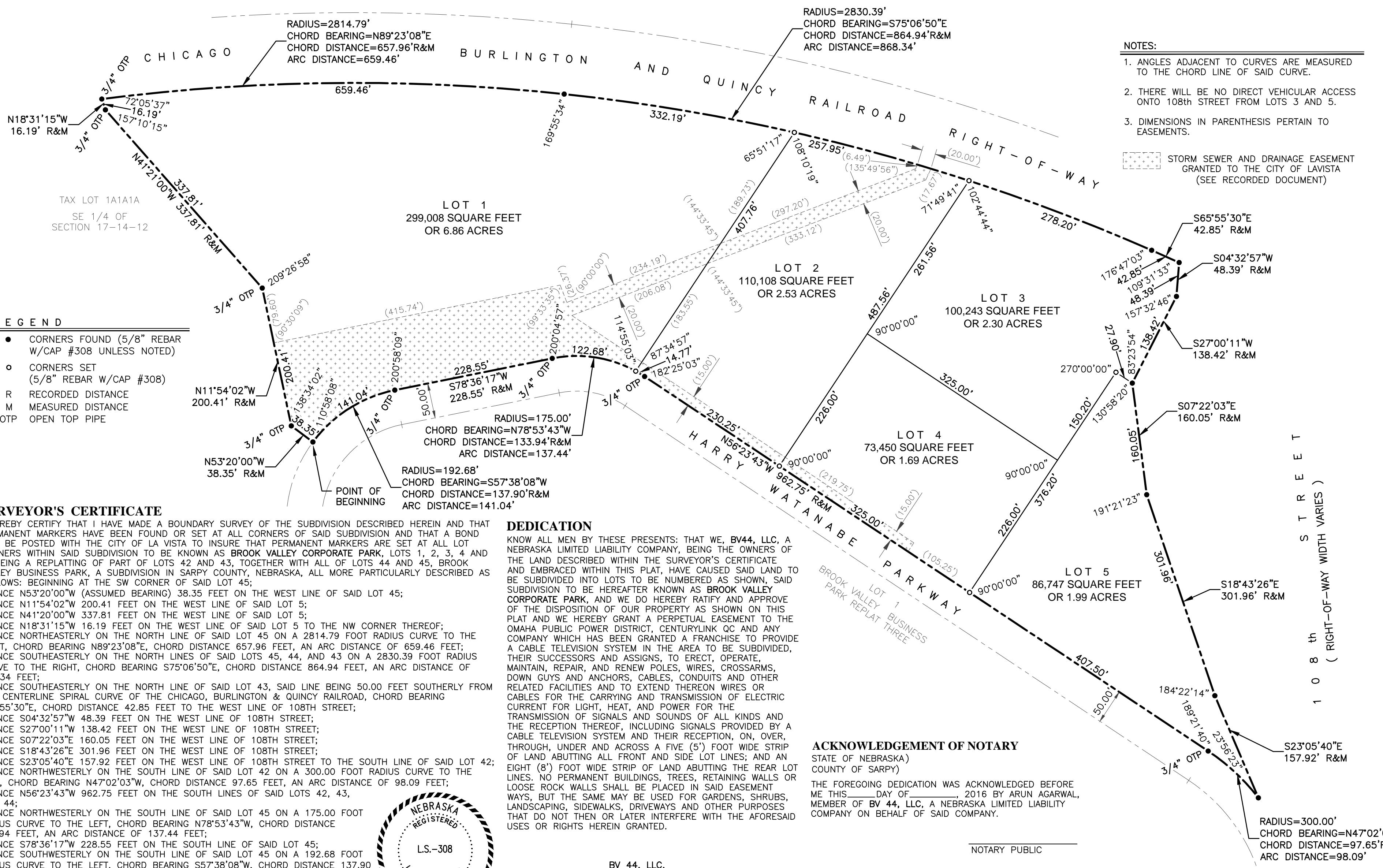
drawn by: KMH
 checked by: KLU
 approved by: QQC BY
 project no: 014-2734
 drawing no: 12-04-15

OLSSON
 ASSOCIATES
 2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895
www.olssonassociates.com

BROOK VALLEY CORPORATE PARK

LOTS 1, 2, 3, 4 AND 5

BEING A REPLATTING OF PART OF LOTS 42 AND 43 TOGETHER WITH ALL OF LOTS 44 AND 45,
BROOK VALLEY BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.



MARCH 17, 2014

DATE:

TREASURER'S SEAL

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS ____ DAY OF _____, 2016.

SARPY COUNTY TREASURER

CHAIRMAN OF THE PLANNING COMMISSION

DOUGLAS KINDIG, MAYOR

PAMELA A. BUETHE, CITY CLERK

SARPY COUNTY SURVEYOR/ENGINEER

SHEET 1 OF 1



Revision Dates		
No.	Description	MM-DD-YY
1	REVISED OWNERS	03/24/2014
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Job No.: A1570-103-1A
Drawn By: RJR
Reviewed By: JDW
Date: MARCH 17, 2014
Book: 08-24
Pages: 7-15

Sheet Title

CITY OF LA VISTA
FINAL PLAT

Sheet Number

APPROVAL BY THE LA VISTA CITY COUNCIL

THIS PLAT OF BROOK VALLEY CORPORATE PARK WAS APPROVED BY THE CITY OF LA VISTA CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS ____ DAY OF _____, 2016.

APPROVAL BY THE LA VISTA PLANNING COMMISSION

THIS PLAT OF BROOK VALLEY CORPORATE PARK WAS APPROVED BY THE CITY OF LA VISTA PLANNING COMMISSION OF THE CITY OF LA VISTA, NEBRASKA ON THIS ____ DAY OF _____, 2016.

SUBDIVISION AGREEMENT
(Brook Valley Corporate Park)

(Replat of Lots 42A, 43A, 43B, 44A, 44B, and 45, which shall henceforth be replatted as Lots 1-5, Brook Valley Corporate Park)

THIS AGREEMENT, made this _____ day of _____, 2015, among BV 44, LLC, a Nebraska limited liability company, (hereinafter referred to as "Subdivider"), DANA Partnership, LLP, a Nebraska limited liability partnership, d/b/a White Lotus Group, (hereinafter referred to as the "Developer"), the Brook Valley Corporate Park Owners Association (hereinafter referred to as "Association"), and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Subdivider is the owner of the land depicted or described in Exhibit "A" ("Property") and included within the proposed plat attached hereto as Exhibit "B" (hereinafter referred to as the "Replat or the Replatted Area". The Replat as finally approved by the City Council shall be referred to herein as the "final plat" or "Final Plat"); and,

WHEREAS, Subdivider will develop and construct buildings and other private improvements on the property in the Replatted Area in accordance with the Brook Valley Corporate Park PUD Plan attached as Exhibit "C" and related exhibits ("Private Improvements"); and

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the Replatted Area to the sewer system of the City; and,

WHEREAS, the Subdivider will create the Brook Valley Corporate Park Owners Association, Inc. ("Association"), the members of which will be comprised of the Subdivider and Subdivider's successors and assigns to ownership of any of Lots 1-5, Brook Valley Corporate Park, being a replat of Lots 42A, 43A, 43B, 44A, 44B, and 45 of Brook Valley Business Park, City of La Vista.

NOW, THEREFORE, IT IS AGREED by Subdivider, Developer and City as follows:

1. Replattings. Subject to the terms of this Agreement, Lots 42A, 43A, 43B, 44A, 44B, and 45 of Brook Valley Business Park shall be replatted as Lots 1 – 5, Brook Valley Corporate Park, as more fully shown on Exhibit "B" (hereinafter the "Replat" or "Replatted Area"; and as finally approved by the City Council shall be referred to as the "final plat" or "Final Plat").
2. Drainage Calculations and Map. Developer shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City's Engineer prior to execution of the final plat to the Subdivider demonstrating

easements required to convey major storm sewer events (hundred year flood) over the surface of the property, in a form satisfactory to the City's Engineer. The City's release of the final plat shall be conditioned on Subdivider executing and delivering required easements in form and content satisfactory to the City's Engineer, which easements Subdivider will record with the final plat.

3. Perimeter Sidewalks. Subdivider, no later than five (5) years from the date of the filing of the final plat with the Sarpy County Register of Deeds, shall install sidewalks in accordance with City sidewalk policies as they may from time to time exist, at the Subdivider's sole cost.
4. Storm Water Management Plan: Subdivider, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as shown on the Post Construction Storm Water Management Plan attached hereto as "Exhibit D." Plans and specifications for such storm water management improvements shall be prepared by Subdivider's engineer at Subdivider's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements.
5. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit E" shall be entered into between Subdivider and City prior to starting construction of such improvements described in Section 4, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Subdivider that the final version of the Maintenance Agreement shall:
 - (A) identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Subdivider at its expense,
 - (B) include provisions to control when post-construction storm water features are to be constructed,
 - (C) differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
 - (D) provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
 - (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the joint and several responsibility of all successors, assigns and future owners of the Replatted Area or any part thereof.

Watershed Management Fees: The Subdivider shall make payment to City for Watershed Fees. This fee for the Property shown on "Exhibit A" 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.

6. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
7. 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.
8. 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.
9. Tract Sewer Connection Fees. Developer agrees that the terms and conditions for the benefit of the City that are contained in the Subdivision Agreement between the City, Brook Valley Ltd. Partnership, and Sanitary and Improvement District No. 59 of Sarpy County, Nebraska, dated September 21, 1994, and the separate Sewer Connection Agreement referred to within Exhibit "G" 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 for a particular lot:

Lot 1, Heavy Industrial	6.86 ± AC @ \$5,973/AC	\$40,974.78
Lot 2, Heavy Industrial	2.53 ± AC @ \$5,973/AC	\$15,111.69
Lot 3, Heavy Industrial	2.30 ± AC @ \$5,973/AC	\$13,737.90

Lot 4, Heavy Industrial	1.69 ± AC @ \$5,973/AC	\$10,094.37
Lot 5, Heavy Industrial	1.99 ± AC @ \$5,973/AC	<u>\$11,886.27</u>

Total \$91,805.02

The aforestated fee of \$5,973 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.

10. Infrastructure to be at Private Expense. The cost of all infrastructure, improvements and easements within and serving the Replatted Area, including but not limited to parking and internal street improvements, ingress and egress, sanitary sewer, storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed and maintained at private expense and the sole cost and expense of Subdivider and any successor or assign of Subdivider to ownership of any lot within the Replatted Area, and no part thereof shall be the responsibility of or at the expense of the City.
11. 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 by written instrument subject to approval of, and in form and content satisfactory to, the City Engineer, and recording of the modification by Subdivider immediately after said approval is provided.
12. Common Improvements/Maintenance. Subdivider, and all successors and assigns of Subdivider to any lots within the Replatted Area, at its sole cost and expense, shall design, construct, operate, repair, replace and maintain all Common Area Improvements. For purposes hereof, the following provisions shall be applicable:
 - a. Common Area Improvement Defined. The term Common Area Improvement shall mean all infrastructure and improvements constructed on, or to be constructed within or benefiting any two or more lots, or combination of lots, within the Replatted Area. Said Common Area Improvements shall include, but not be limited to, ingress and egress, roads, parking, storm drainage, sanitary sewer, public utility infrastructure or services and other infrastructure needs for or benefiting more than a

single lot, and related operation, maintenance, replacements and repairs. Subdivider shall maintain all Common Area Improvements in neat, clean, good and working order, condition and repair. Common Area Improvements are identified in Exhibit "I", attached hereto, and shall include facilities, plantings, structures or other requirements relating to the Post Construction Storm Water Management Plan.

- b. Common Area Expense Defined. Common Area Expense means all costs and expenses arising out of or relating to Common Area Improvements, which shall include, without limitation, all costs and expenses of design, engineering, construction, reconstruction, modification, repair, maintenance (including clean up and clean out) and replacement of any such Common Area Improvements, together with the City's costs, if any, of engineering, inspection, review, design or work. Subdivider shall pay all Common Area Expense.
- c. Sharing of Common Area Expense. As between Subdivider and any successor or assign of Subdivider to ownership of any lot within the Replatted Area, the owners of lots within the Replatted Area shall be obligated to pay a share of Common Area Expense. Common Area Expense shall be shared as follows:
 - c-1. Initial Cost Sharing Ratio. The owners, their successors and assigns, of the lots in the Replatted Area shall be responsible for and defray the Common Area Expense in the same ratio that each of their replatted lots bears to the total land area of lots served by the improvement, to wit:

Replat Lot No.	Acres	Percent of Common Area Expense
1	6.86	44.63%
2	2.53	16.46%
3	2.30	14.96%
4	1.69	11.00%
5	1.99	12.95%
TOTAL	15.37	100.00%

(each referred to as a "Share"). The foregoing percentages of Common Area Expense shall prevail unless adjusted pursuant to subparagraph 13.c-2 hereof.

- c-2. Adjustment of Common Area Cost Sharing Ratios. The method of sharing Common Area Expense as set forth in subparagraph 13.c-1 above may be modified by the owners of all lots within the Replatted Area agreeing to a different cost sharing as among themselves and filing with the City an application executed by all property owners within the Replatted Area to allow sharing in the designated different ratio, which shall be subject to approval of the City Administrator, in consultation with the City Engineer. If approved, the property owners, at their expense, shall file the

modification with the appropriate written approval of the City Administrator and City Engineer endorsed thereon.

c-3 As a condition of City's releasing the final plat for recording, Subdivider will:

- (i) file with the Nebraska Secretary of State Articles of Incorporation creating the Association and adopt Bylaws that, together with the Covenants described in Section 16 below, will facilitate carrying out this Section 13 as among the Subdivider and any successors or assigns of Subdivider to ownership of any lot within the Replatted Area, with respect to operation, maintenance, replacement and repair of the Common Area Improvements after they have been constructed, and sharing of Common Area Expense (other than costs related to initial construction) among said owners. Membership of the Association will be comprised of owners of the lots within the Replatted Area. The Subdivider as the owner of all land within the Replatted Area will be the initial sole member of the Association. Thereafter, any persons upon acquiring ownership of a lot within the Replatted Area automatically shall become a member of the Association with respect to said lot; and any person upon disposing of ownership of a lot within the Replatted Area shall no longer be a member of the Association with respect to said lot; and
- (ii) record an instrument with the Sarpy County Register of Deeds in which the Association agrees to be bound by this Subdivision Agreement.

Articles of Incorporation, Bylaws and any other documents or instruments to carry out this Section 13 shall be in form and content satisfactory to the City Engineer in consultation with the City Attorney. Not in limitation of the foregoing, Subdivider, before the final plat is released for recording, shall provide the City, and thereafter shall maintain in effect, a surety bond for the timely installation and maintenance of the Common Area Improvements, which bond shall be in form and content satisfactory to the City Engineer and by its terms shall be enforceable by the City.

C-4 Notwithstanding anything in this Agreement, the Covenants or the Articles or Bylaws of the Association to the contrary, Subdivider and any successors or assigns of Subdivider to ownership of any lot within the Replatted Area hereby guaranty and shall be jointly and severally liable for the performance of all applicable requirements with respect to Common Area Improvements, the Post Construction Storm Water Management Plan, Common Area Expenses and other related costs and expenses, including without limitation, with respect to any lot in the Replatted Area for which a Share or other

required performance is not paid or provided (“Nonperforming Lot”). Provided, however, any payment or performance of Subdivider or any other owner with respect to a Nonperforming Lot will not constitute a waiver of any right or remedy with respect to payment from the owner of the Nonperforming Lot for reimbursement, contribution or otherwise.

- d. Filing of Record. The Subdivider, at its expense when recording the final plat, shall record this Agreement in the land records of the Office of the Register of Deeds of Sarpy and shall cause a recorded copy thereof to be transmitted to the City Administrator. Any adjustment under subparagraph 13.c-2 above shall be similarly recorded and transmitted at Subdivider's expense. Such recordings shall include lot specific recorded notice.
- e. City Engineer to be Determiner. The City Engineer shall be the determiner of which improvements are required and which are Common Area Expense and which are not Common Area Expense, and shall have the right, but not any obligation, to inspect any work on or relating to the improvements, and to require modification, replacement, maintenance or repair of any work or improvements the City Engineer determines are defective, unsatisfactory or in need of repair, maintenance or replacement, and Subdivider shall comply with said requirements. All specifications and contracts relating to work on the improvements shall be subject to prior review and approval of the City Engineer.
- f. City Access/Repair, Etc. The City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Replatted Area for purposes of inspection. In the event City determines construction, replacement, repair or maintenance is defective or not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance of any such Common Area Improvements and to assess against the Subdivider and the property in the Replatted Area the cost, including engineering costs and legal costs, together with interest at the rate of twelve percent (12%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorneys fees incurred by City in such foreclosure.
- g. City's Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider, Developer or any other party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.

13. Special Assessments. The lots within the Replatted Area are subject to special assessments that have been levied. Prior to delivery of the plat to Developer, Developer shall have either (1) paid all installments and accrued interest on such special assessments in full, or (2) have paid the principal and all accrued interest to date on delinquent installments and shall have reapportioned the remaining principal and interest thereon to the lots as configured by the final plat. Such reapportionment shall be computed in a manner acceptable to the City Engineer. Such written reapportionment agreement and recording thereof with the County Treasurer's written acceptance thereof shall be provided to City by Subdivider at Subdivider's expense.
14. Ownership Representation. BV 44, LLC, by signing below and the Final Plat of Brook Valley Corporate Park, 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.
15. Restrictive Covenants. Subdivider submitted proposed Declaration of Covenants, Conditions and Restrictions for Brook Valley Corporate Park, which are attached as Exhibit "J" ("Covenants"). As a condition of releasing the final plat to Subdivider for recording, the Covenants, with such modifications as the City Engineer determines necessary or advisable, shall be executed and recorded by Subdivider as Declarant and sole owner of property in the Replatted Area. The Covenants, in addition to provisions expressly set forth therein, shall be deemed to include covenants of required compliance with all federal, state, county and city ordinances and regulations applicable to the property within the Replatted Area, this Agreement and other applicable requirements ensuring maintenance of infrastructure improvements. If Subdivider fails to timely and fully perform any of the Covenants regarding maintenance of the Replatted Area, the City, at its option but without any duty, 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 and applicable property.
16. Covenants Running With the Land. The final plat, Brook Valley Corporate Park Planned Unit Development, 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, Brook Valley Corporate Park Planned Unit Development 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, Brook Valley Corporate Park Planned Unit Development 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. City acknowledges and agrees that Subdivider providing the City a surety bond for the timely installation and maintenance of the Common Area Improvements pursuant to Section 12(c)-(3)(ii) shall satisfy the abovementioned requirement of an arrangements satisfactory to the City. 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, the Replat or Brook Valley Corporate Park Planned Unit Development 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.

17. Planned Unit Development. Subdivider has made application to City for approval of a Planned Unit Development on Lots 1-5 of the Replat. Subdivider specifically has requested Planned Unit Development zoning for the Replatted Area under Section 5.15 of the La Vista Zoning Ordinance No. 848, and Subdivider's applications and City approvals shall be thereunder, and all grading, installation of infrastructure, development and buildout shall be in strict accord with the provisions of said Section and the approved Brook Valley Corporate Park Planned Unit Development, except as shall be amended by the City Council in the required manner. The application for the Planned Unit Development, ("Application") as on file with the City Clerk is incorporated herein by this reference, and said Application, as well as the underlying I-2 zoning district regulations, shall continue to be applicable and govern within the Replatted Area, except as provided for in the approved Brook Valley Corporate Park Planned Unit Development, this Agreement or conditions of Planning Commission or City Council approval. Subject to applicable requirements of City ordinance, rules and regulations:
 - a. Construction of buildings, structures and other improvements of Phase One of the Replatted Area will commence within 12 months after the date of City Council approval of the Brook Valley Corporate Park Planned Unit Development and will be completed within 24 months thereafter; and
 - b. Construction of subsequent phases will begin as described in the Application or as economics and demand otherwise warrant, and be constructed in accordance with a schedule approved by the City and timeframe provided in Section 5.15.04.01 of the La Vista Zoning Ordinance. Construction of any subsequent phase will be completed within 24 months after construction of the phase commences.

18. Building Design.

- a. Architectural design and style are not restricted; however, architectural style should be consistent throughout the PUD District.
- b. Building materials shall be selected for suitability to the type of buildings and the design in which they are used.
- c. Buildings within the PUD District shall use harmonious colors and shall use only compatible accents. Monotony of design in single or multiple building projects shall be avoided.
- d. Building fixtures shall be of a design and size compatible with the building and the adjacent areas. Lighting shall be designed to a standard that does not impact adjoining properties, especially residential areas.

19. Exhibit Summary. The Exhibits proposed by EAD Engineering, LLC, engineers for the Developer, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Land survey certificate showing boundary area to be replatted. Drawing and legal description.
Exhibit "B":	Replat of the area to be developed.
Exhibit "C":	Planned Unit Development (PUD)
Exhibit "D":	Post Construction Storm Water Management Plan
Exhibit "E"	Post-Construction Storm Water Management Plan Maintenance Agreement
Exhibit "F"	Publicly Used Roads and Driveways
Exhibit "G"	Sewer Connection Agreement dated _____
Exhibit "H"	Easements
Exhibit "I"	Common Area Improvements
Exhibit "J"	Declaration of Covenants, Conditions and Restrictions for Brook Valley Corporate Park

20. 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.

21. Incorporation of Recitals. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.

22. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions

related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.

23. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
24. 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.
25. 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.

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

BV 44, LLC., a Nebraska LLC

By: DANA Partnership, LLP

Its: Sole Member

By: _____
Arun Agarwal, General Partner of DANA
Partnership, LLP,

DANA Partnership, LLP, d/b/a White
Lotus Group

By: _____
Arun Agarwal, General Partner of DANA
Partnership, LLP

ATTEST:

CITY OF LA VISTA

City Clerk
ACKNOWLEDGMENT OF NOTARY

By _____
Mayor

STATE OF NEBRASKA)
) ss
COUNTY OF _____)

On this _____ day of _____, 2015, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Arun Agarwal, General Partner of DANA Partnership, LLP ("Partnership"), which Partnership is the sole member of BV 44, LLC ("Company"), personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said Partnership and Company.

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

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)
COUNTY OF _____)
) SS.

On this _____ day of _____, 2015, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Arun Agarwal, personally known by me to be the General Partner of DANA Partnership, LLP ("Partnership"), and to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said Partnership.

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

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be the Mayor of the City of La Vista and _____, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

Notary Public

Brook Valley Corporate Park Owners Association Agreement

By signing below, the Brook Valley Corporate Park Owners Association ("Association"), jointly and severally with Subdivider and Developer, shall be bound by and subject to the Subdivision Agreement (Brook Valley Corporate Park) (Replat of Lots 42A, 43A, 43B, 44B, and 45, which shall henceforth be replatted as lots 1-5, _____), Brook Valley Corporate Park, dated_____.

Brook Valley Corporate Park Owners
Association
By: Arun Agarwal
Title: Director

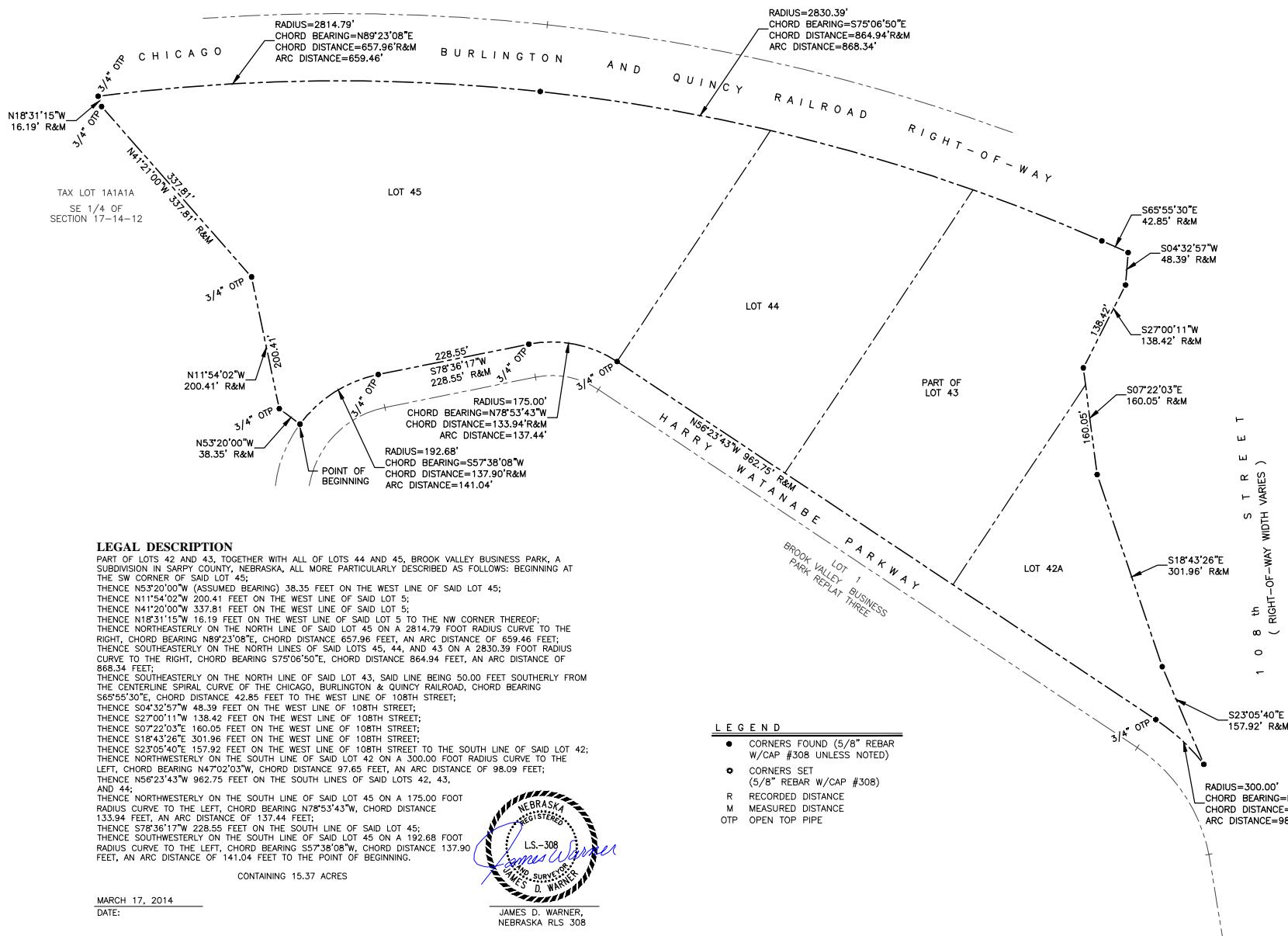
ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2015, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Arun Agarwal, Director of Brook Valley Corporate Park Owners Association, Inc., ("Association") personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Association.

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

Notary Public



SURVEYOR'S CERTIFICATE

EXHIBIT A



JAMES D. WARNER,
NEBRASKA RIS 308

LEGEND

- CORNERS FOUND (5/8" REBAR W/CAP #308 UNLESS NOTED)
- CORNERS SET (5/8" REBAR W/CAP #308)

R RECORDED DISTANCE
 M MEASURED DISTANCE
 OTP OPEN TOP PIPE

RADIUS=300.00'
CHORD BEARING=N47°02'03"W
CHORD DISTANCE=97.65' R&M
ARC DISTANCE=98.09'

CONTAINING 15.37 ACRES

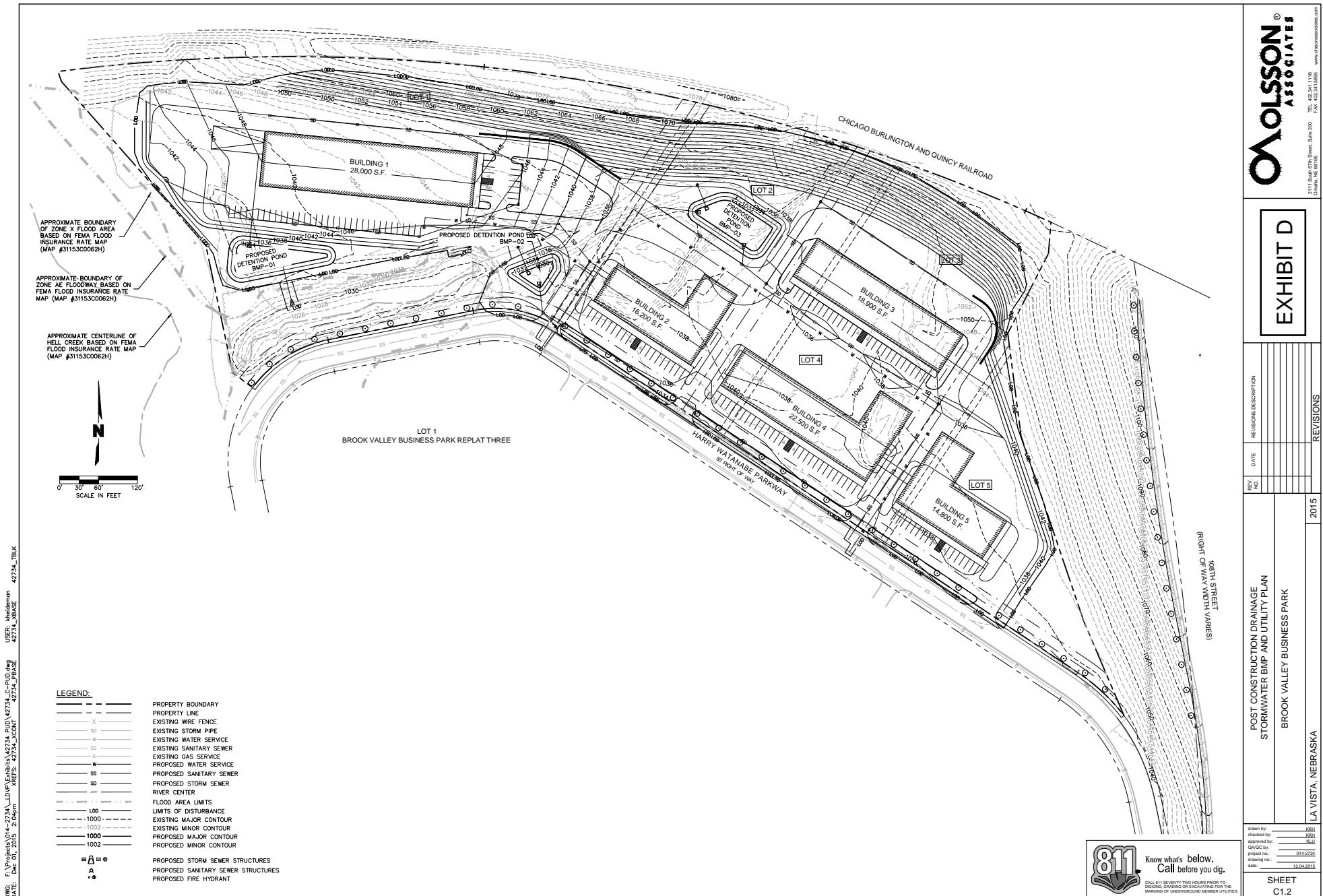
MARCH 17, 2014
DATE:

Revision Dates

Job No.: 1570-103-1(SC)
Drawn By: RJR
Reviewed By: JDW
Date: MARCH 17, 2014
Book: 08-24
Pages: 7-15

Sheet Title

Sheet Number



POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

(Blank for PCWP Web Site Tracking Number)

(Blank for Local Jurisdiction Tracking Number)

WHEREAS, [REDACTED] (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 [REDACTED] 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, [REDACTED], (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.

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.

6. 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.
7. 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.

8. 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.
9. 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

<p>Name of Individual, Partnership and/or Corporation</p> <hr/> <p>Name</p> <hr/> <p>Title</p> <hr/> <p>Signature</p>	<p>Name of Individual, Partnership and/or Corporation</p> <hr/> <p>Name</p> <hr/> <p>Title</p> <hr/> <p>Signature</p>
---	---

<p>Name of Individual, Partnership and/or Corporation</p> <hr/> <p>Name</p> <hr/> <p>Title</p> <hr/> <p>Signature</p>	<p>Name of Individual, Partnership and/or Corporation</p> <hr/> <p>Name</p> <hr/> <p>Title</p> <hr/> <p>Signature</p>
---	---

ACKNOWLEDGMENT

State _____)

County _____)

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
(FOR EXAMPLE, THE SURVEYOR’S CERTIFICATE)

Exhibit “B”

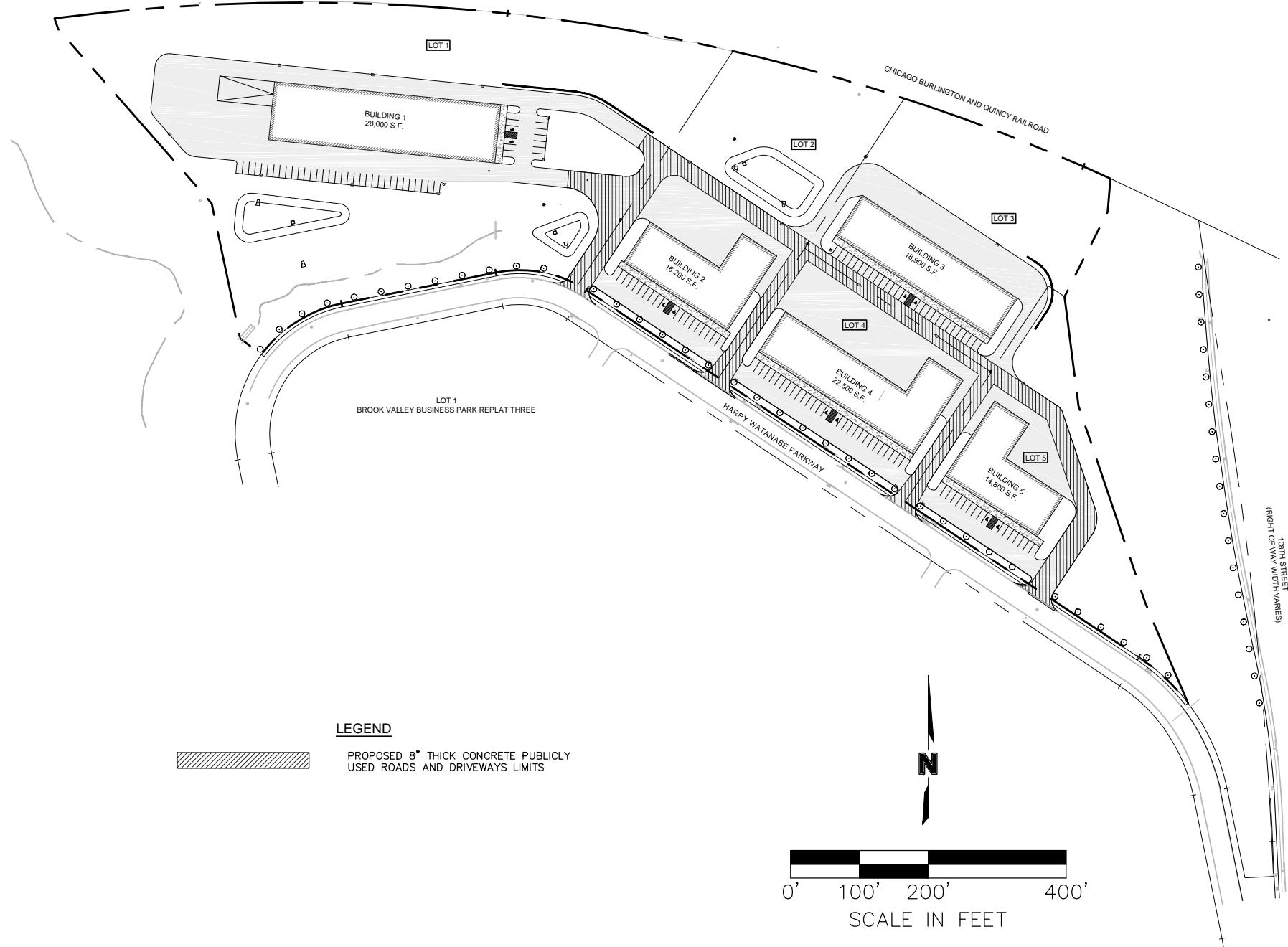
Insert BMP Maintenance Requirements
(See Guidance Document for Information Needed)

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DATE: Dec 01, 2015 11:36am

USER: khiedeman

XREFS: 42734_PBASE

42734_XBASE



PROJECT NO: 014-2734
DRAWN BY: KRH
DATE: 12/04/2015

PUBLICLY USED ROADS AND DRIVEWAYS

OLSSON
ASSOCIATES 2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
F

BROOK VALLEY CORPORATE PARK
SEWER CONNECTION AGREEMENT
(Sanitary Sewer System)

THIS AGREEMENT, made and entered into in La Vista, Nebraska, on this 23 day
of JUNE, 2014, by and between the City of La Vista, a
Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), and BV 44,
LLC, a Nebraska Limited Liability Company (hereinafter referred to as "Owner");

WITNESSETH:

WHEREAS, the Owner has constructed or is contemplating constructing
sanitary sewers within Brook Valley Corporate Park, Lots 1 through 5, Inclusive, 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 system constructed or to be
constructed by it, and has requested the City to permit flowage thereof into the City
s 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:

1

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
systems 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.

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.

- H. 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.
- I. That the Owner is, or at time of construction will be, the Owner of the entire proposed sanitary sewer system situated within its boundaries.
- J. 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.
- K. 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.
- L. 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.
- M. 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 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 Brook Valley Corporate Park

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.

XIII

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

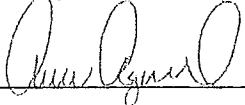
BY:

MAYOR

BV 44, LLC., a Nebraska limited liability company

By: DANA Partnership, LLP

Its: Sole Member

By: 

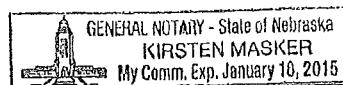
Arun Agarwal, General Partner of
DANA Partnership, LLP

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.
)

On this 23 day of JUNE, 2014, before me a
Notary Public, duly commissioned and qualified in and for said County,
appeared ARUN AGARWAL, of DANA Partnership, LLP
personally known by me to be the sole member and the
identical person whose name is affixed to the foregoing Subdivision 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.

Kirsten Masker
Notary Public



PERMANENT SEWER & DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That BV44, LLC, a Nebraska Limited Liability Company (hereinafter referred to as "Grantor") for and consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of La Vista, a municipal corporation in the State of Nebraska (hereinafter referred to as "Grantee"), and to its successors and assigns, a permanent non-exclusive easement to, over, under, across and through the area depicted and legally described on Exhibit "A" attached hereto (the "Easement Area"), for the purpose of constructing, maintaining and operating a storm sewer, drainage structure, and/or drainageway, and appurtenances thereto.

TO HAVE AND TO HOLD (unto GRANTEE, Its successors and assigns, together with the right of ingress and egress to the Easement Area for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer, drainage structure, and/or drainageway at the will of the Grantee. The Grantor may continue to use the surface of the easement strip conveyed hereby for other purposes, except for open drainageway portions, subject to the right of the Grantee to use the same for the purposes herein expressed and provided such use by Grantor shall not unreasonably interfere with the use and purpose of this Easement.

It is further agreed as follows:

- 1) That no building, improvements, or other structures, nor any grading, fill or fill material, shall be placed in, on, over, or across said Easement Area by Grantor, their successors and assigns. Include landscaping, irrigation systems, private utility lines, road surfaces, and parking area surfacing. These improvements and any trees, grass, shrubbery placed on said easement shall be maintained by Grantor, their successors and assigns.

- 2) The Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by Grantee.
- 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the Grantee performing work on behalf of the Grantee.
- 4) That said Grantor for itself and its successors and assigns does confirm with Grantee and its successors and assigns, that the Grantor is seized in fee of the Easement Area, and that Grantor has the right to grant and convey this Easement in the manner and form aforesaid, and that Grantor will warrant and defend this Easement and the Grantee and its successors and assigns from the lawful claims and demands of all persons. This permanent easement shall run with the land.
- 5) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between Grantor and Grantee; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except as are set forth herein.

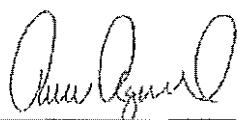
IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) (stated that the said Corporation has no Corporate Seal) and these presents to be signed by its respective officers this

12th day of June 2014.

BV44, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

46-0654590

PRESIDENT or AUTHORIZED OFFICER:

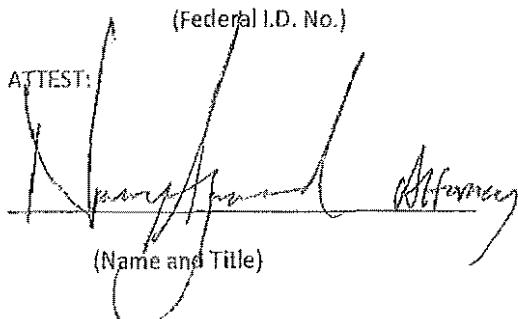


(Name and Title)

(Federal I.D. No.)

ATTEST:

(Name and Title)



(Corporate Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

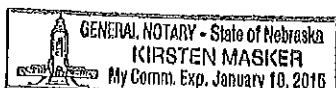
On this 13 day of JUNE, 2014, before me, a Notary Public in and for said County, personally came ARJUN AGARWAL,
general partner of Dandy Properties, LLP,
SOLE MEMBER, of BV44, LLC, a Nebraska Limited Liability Company,
(title)

And, _____, _____, _____
(name) (title)

of said Company, to me personally known to be the officer of said Company and the identical person whose name is affixed to the foregoing instrument, 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

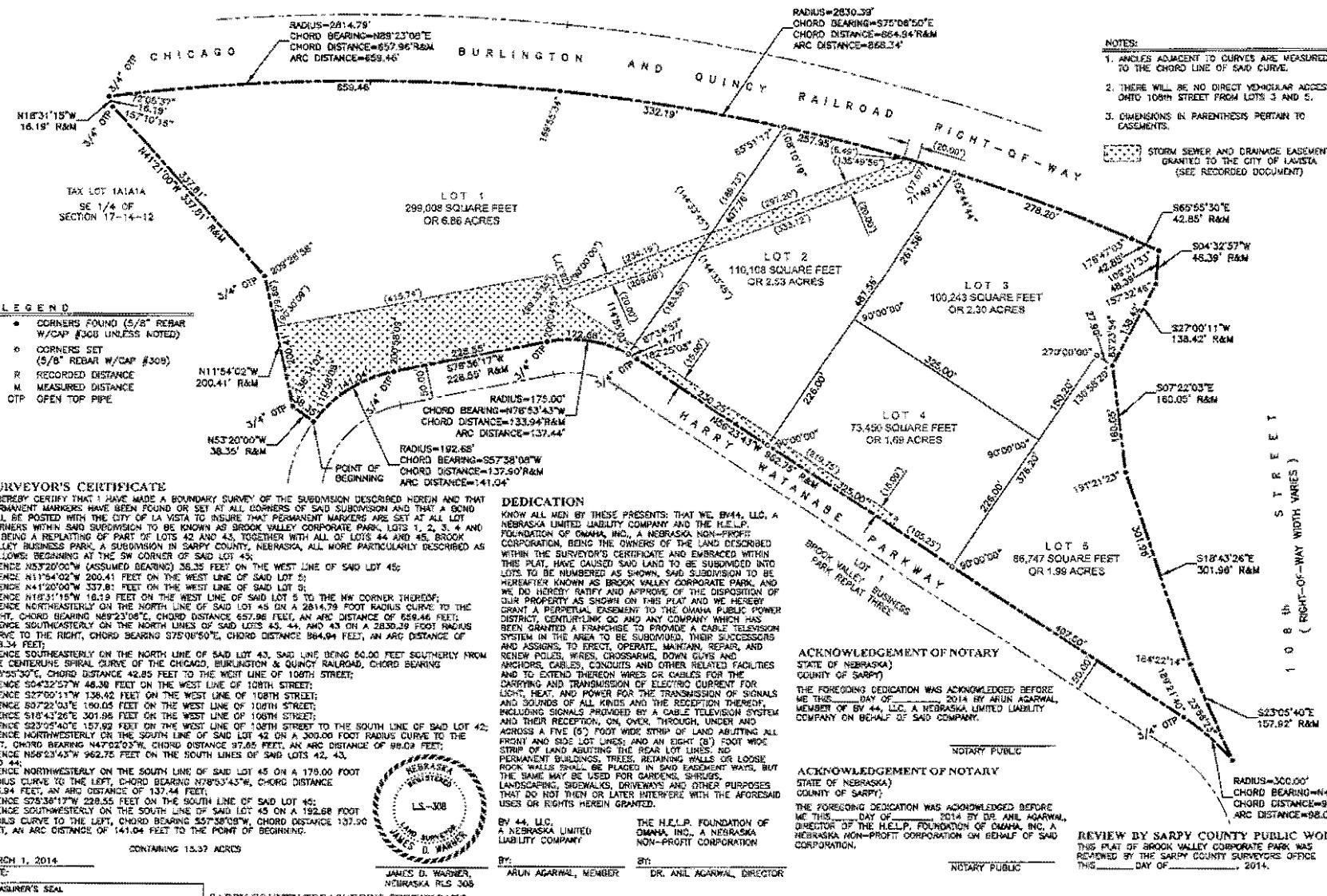


Notary Seal

BROOK VALLEY CORPORATE PARK

LOTS 1, 2, 3, 4 AND 5

BEING A REPLATTING OF PART OF LOTS 42 AND 43 TOGETHER WITH ALL OF LOTS 44 AND 45,
BROOK VALLEY BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.



DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, B.H.M.C., U.C., A NEBRASKA LIMITED LIABILITY COMPANY AND THE K.E.P.C., A FEDERATION OF OMAHA, INC., A NEBRASKA NON-PROFIT CORPORATION, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE OF LAND LOCATED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS BROOK VALLEY CORPORATE PARK, AND THAT WE, B.H.M.C., U.C., AND THE K.E.P.C., DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA POWER DISTRICT, CENTURYLINK AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO SUBDIVIDE THEIR PROPERTY AND ASSIST IN THE ERECT, OPERATION, MAINTENANCE, REPAIR, AND REMOVAL OF THE ERECT, OPERATED, MAINTAINED, REPAIR, AND REMOVED CABLES, CONDUITS, TOWERS, DRAINS, DRAINS, AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, ON THE PROPERTY OF THE OWNERS OF THE LAND LOCATED ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ADJACENT ALL FRONT AND SIDE LOT LINES; AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ADJACENT THE REAR LOT LINES, AND PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS, SHALL BE PLACED AND EASEMENTWAYS, BUT WHICH MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, OTHER PURPOSES, THAT DO NOT THREATEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

**ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)**

THE FOREGOING DECLARATION WAS MADE AND SIGNED BEFORE
ME THIS 11 DAY OF July, 2014 BY ARUN AGARWAL,
MEMBER OF BY 44, L.L.C. A NEBRASKA LIMITED LIABILITY
COMPANY.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF SARPY
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE
ME THIS _____ DAY OF _____ 2014 BY DR. ANIL AGARWAL,
DIRECTOR OF THE HELP, FOUNDATION OF OMAHA, INC., A
NEBRASKA NON-PROFIT CORPORATION ON BEHALF OF SARD
DEDICATION

REVIEW BY SARPY COUNTY PUBLIC WORKS
THE PLAT OF BROOK VALLEY CORPORATE PARK WAS
REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE
THIS _____ DAY OF SARPY, 2014.

CITY OF LA VISTA
FINAL PLAT

SHEET 1 OF 1

SARPY COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL
TAXES DUE OR DELINQUENT AGAINST THE PROPERTY
DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACE
WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS
OFFICE THIS DAY OF , 2014.

APPROVAL BY THE LA VISTA PLANNING COMMISSION
THIS PLAT OF BROOK VALLEY CORPORATE PARK WAS APPROVED BY THE
CITY OF LA VISTA PLANNING COMMISSION OF THE CITY OF LA VISTA,
NEBRASKA, ON THIS _____ DAY OF _____, 2014.

APPROVAL BY THE LA VISTA CITY COUNCIL
THIS PLAT OF BROOK VALLEY CORPORATE PARK WAS
APPROVED BY THE CITY OF LA VISTA CITY COUNCIL OF
THE CITY OF LA VISTA, NEBRASKA ON THIS 27 DAY
OF APRIL, 2002.

SARPY COUNTY SURVEYOR/ENGINEER

SAN JUAN COUNTY TREASURER

CHAIRMAN OF THE

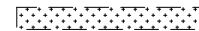
POLYMER

KNDC, WYOM

PAMELA A. SLETHEN

SARPY COUNTY SURVEYOR/ENGINEER

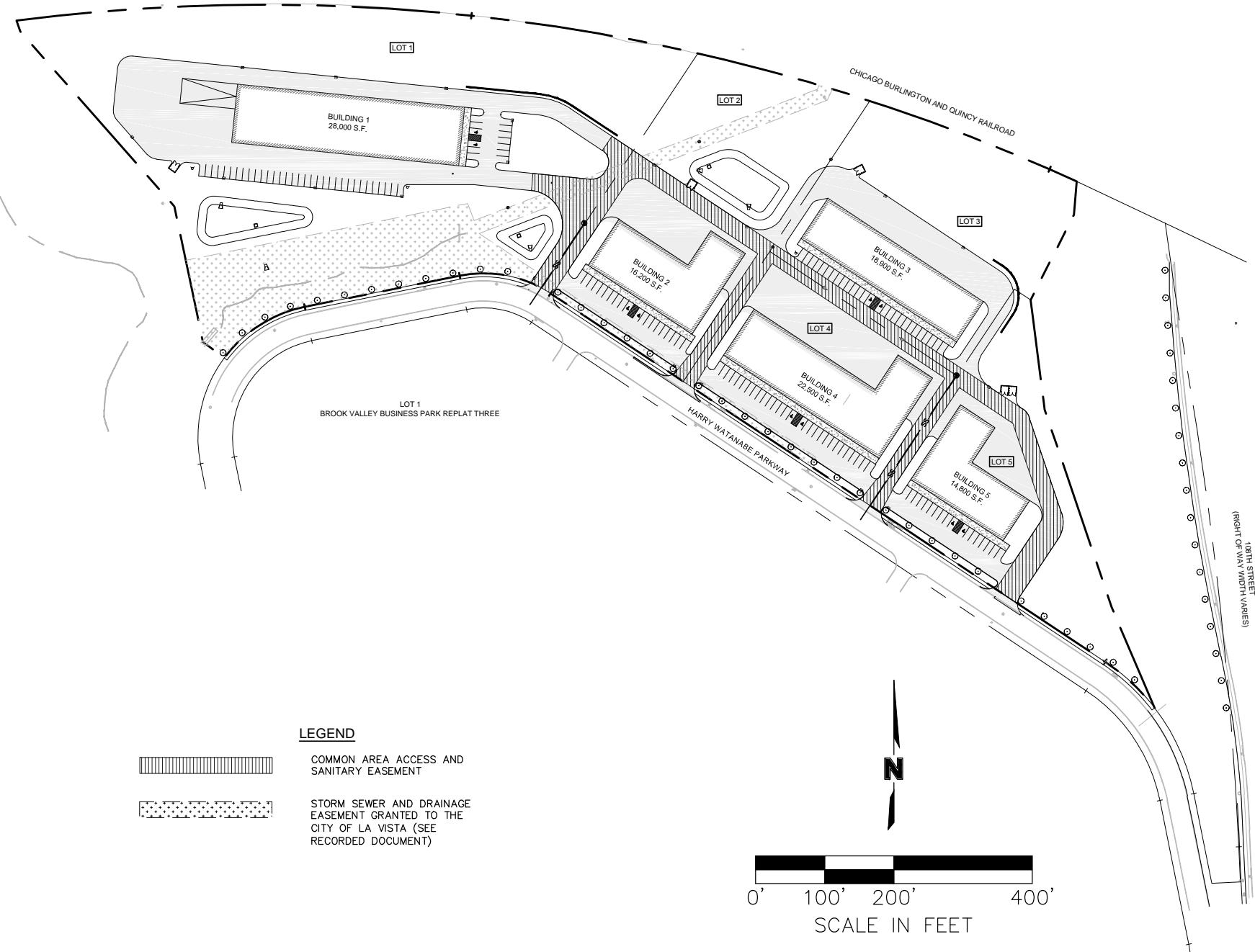
SHEET 1 OF 1

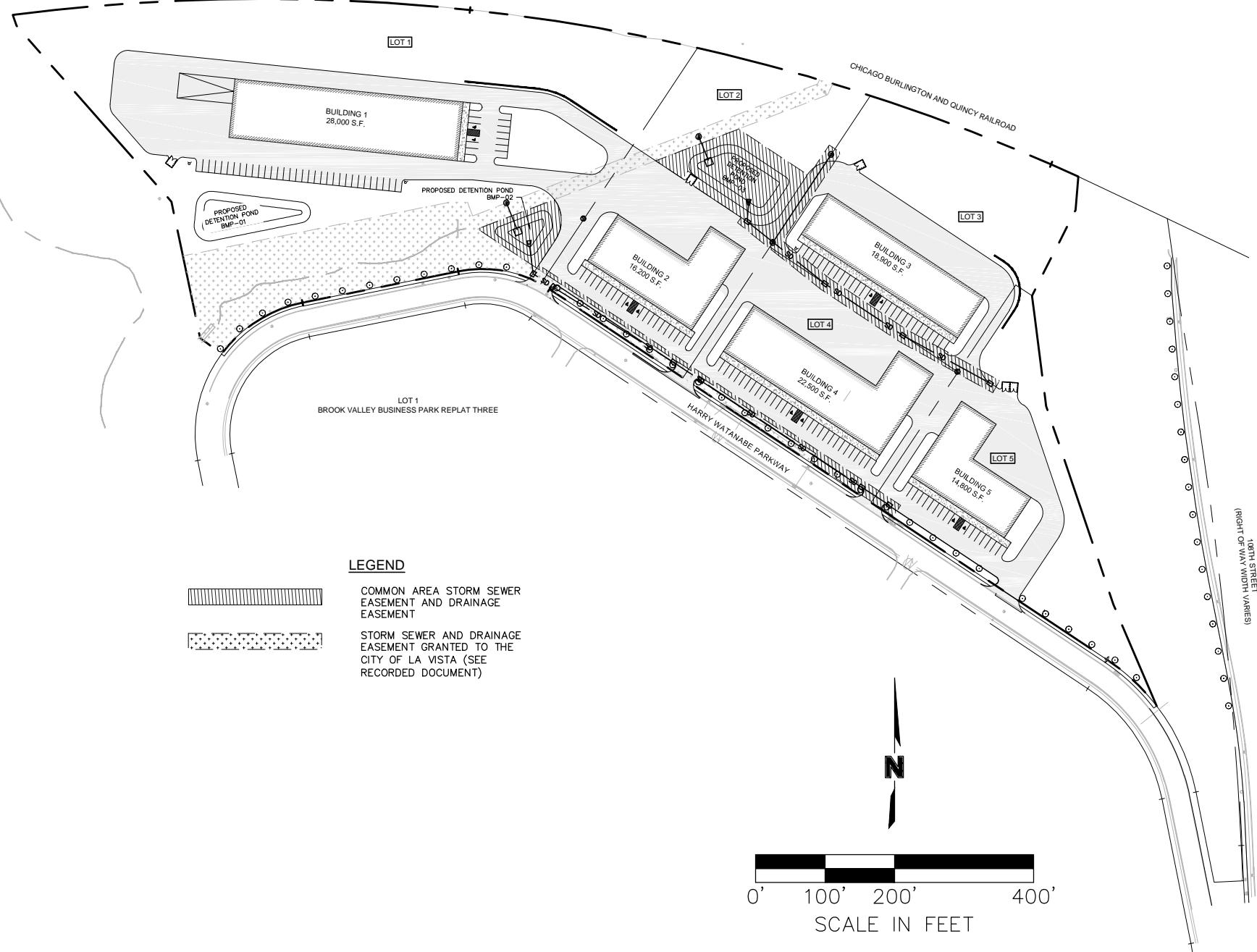
COMMON AREA ACCESS AND SANITARY
SEWER EASEMENTCOMMON AREA ACCESS AND
SANITARY EASEMENTSTORM SEWER AND DRAINAGE
EASEMENT GRANTED TO THE
CITY OF LA VISTA (SEE
RECORDED DOCUMENT)

LEGEND

0' 100' 200' 400'

SCALE IN FEET

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895EXHIBIT
H-3



PROJECT NO: 014-2734

DRAWN BY: KRH

DATE: 02/10/2016

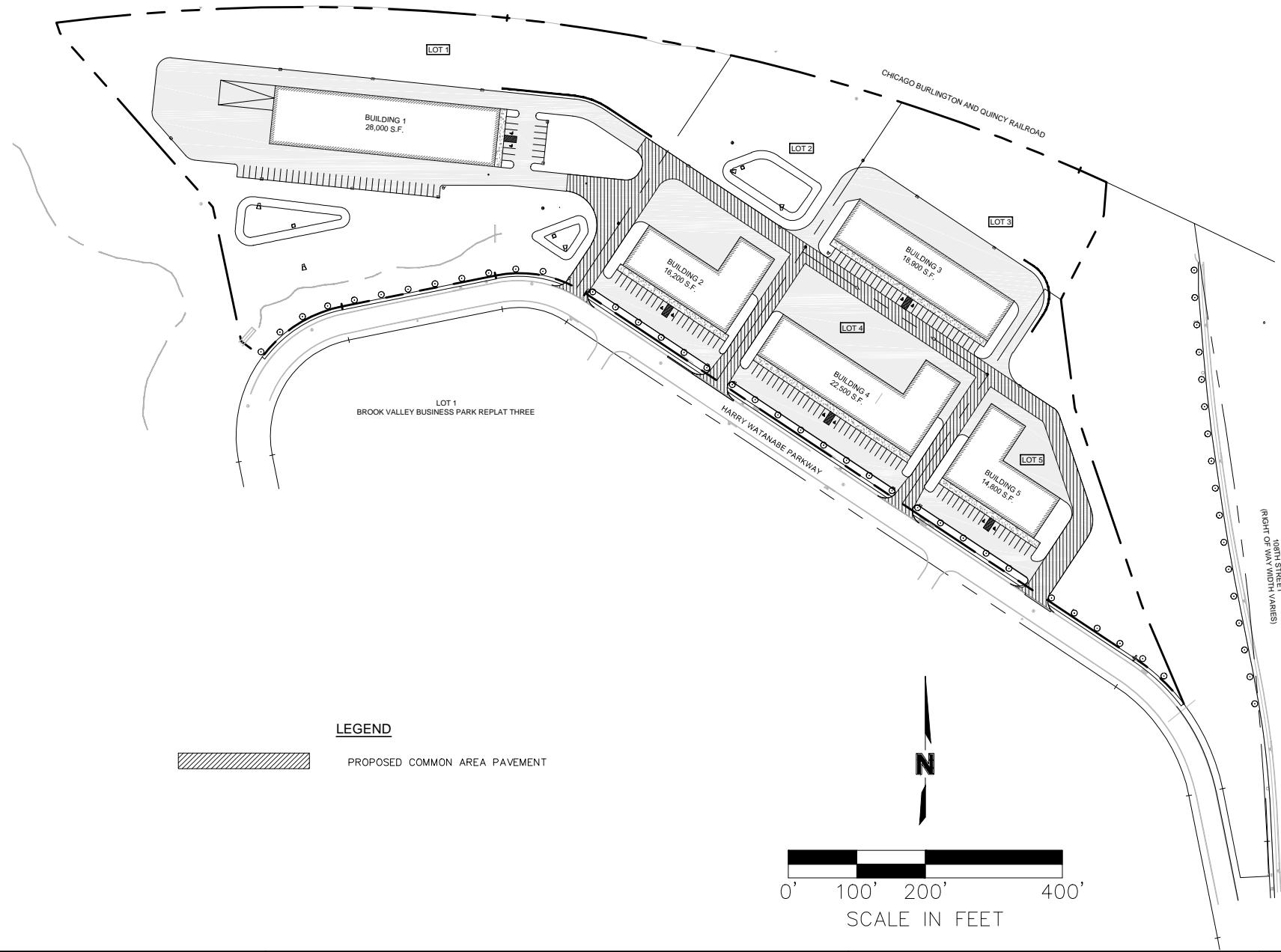
COMMON AREA STORM AND DRAINAGE EASEMENT

OLSSON
 ASSOCIATES

 2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT

H-4

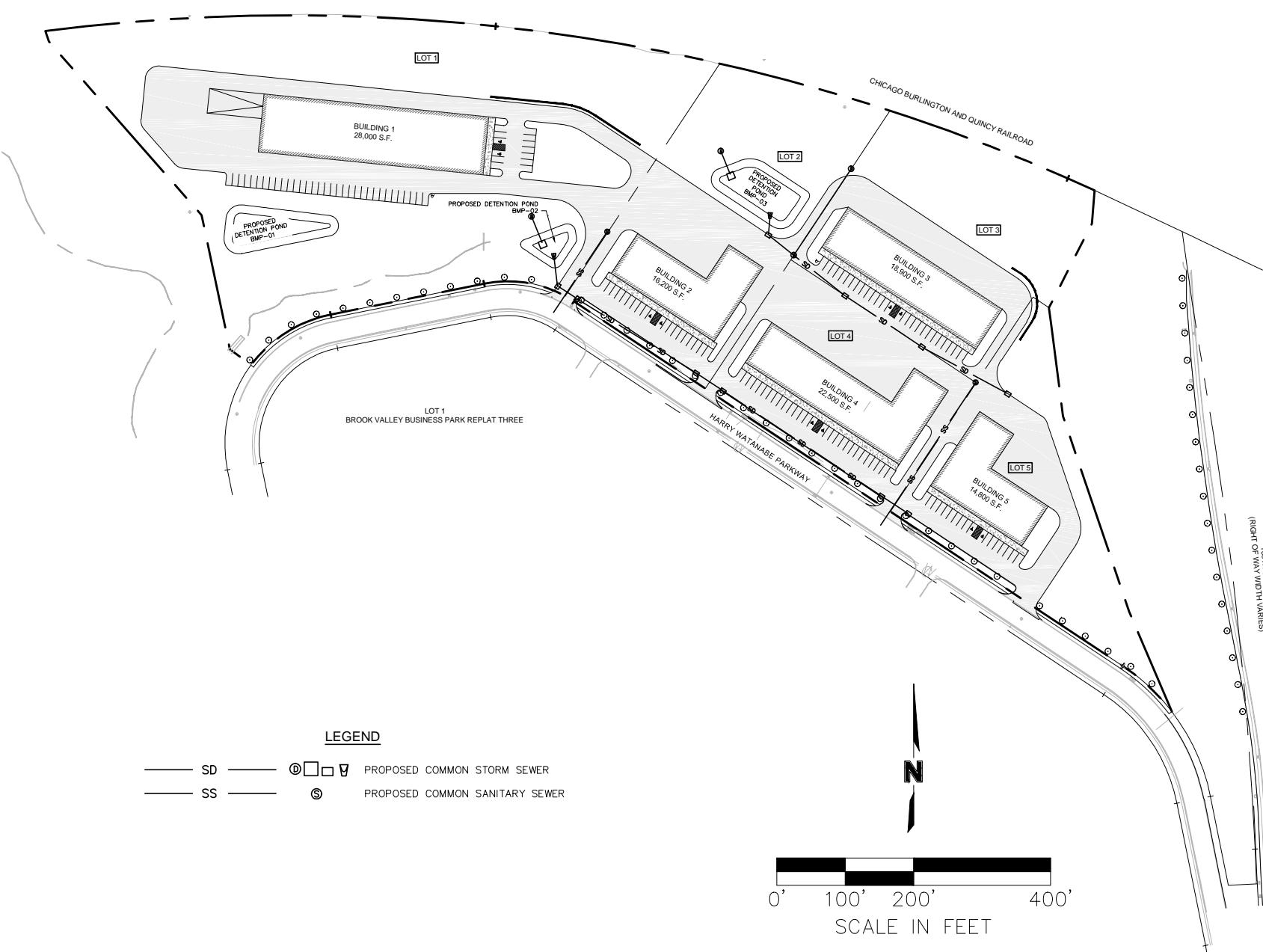


PROJECT NO:	014-2734
DRAWN BY:	KRH
DATE:	12/04/2015

COMMON AREA PAVING

OLSSON
ASSOCIATES 2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
I.1



PROJECT NO:	014-2734
DRAWN BY:	KRH
DATE:	12/04/2015

COMMON SANITARY & STORM SEWER



2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT

I.2

Exhibit I.3

Opinion of Cost (OPC) - Site Improvements					
Project Name: Brook Valley Corporate Park Common Area Improvements				Calculated By: KRH	
Project Description: Opinion of Probable Cost for Common Area Improvements at Brook Valley Industrial Development				Date: 06/23/2015	
				Worksheet #: 1 of 1	
Item No.	Description	Quantity	Unit	Price	
				Unit Price	Total
Sanitary Sewer					
100	Connect to Existing Sewer, 54" I.D. Manhole Construction	2.00	EA	\$ 5,400.00	\$ 10,800.00
101	8" PVC Sanitary Sewer Main	400.00	LF	\$ 30.00	\$ 12,000.00
102	Remove and Replace PCC in Harry Prkwy	165.00	SY	\$ 50.00	\$ 8,250.00
103	54" I.D. Sanitary Sewer Manhole w/ Ring Cover	2.00	EA	\$ 4,000.00	\$ 8,000.00
104	Traffic Control	1.00	LS	\$ 2,500.00	\$ 2,500.00
				Subtotal	\$ 41,550.00
Paving					
200	Subgrade Preparation	5700.00	SY	\$ 1.50	\$ 8,550.00
201	8" PCC Pavement	5700.00	SY	\$ 36.50	\$ 208,050.00
202	Remove Curb & Gutter for Drive Connection	280.00	LF	\$ 15.00	\$ 4,200.00
203	Adjust Manholes to Grade	5.00	EA	\$ 500.00	\$ 2,500.00
204	Connection to Harry Prkwy	280.00	LF	\$ 10.00	\$ 2,800.00
205	Traffic Control	1.00	LS	\$ 5,000.00	\$ 5,000.00
				Subtotal	\$ 231,100.00
Storm Sewer					
300	CIP Curb & Area Inlet	14.00	EA	\$ 3,500.00	\$ 49,000.00
301	Tap Existing 72" Storm Sewer	2.00	EA	\$ 1,500.00	\$ 3,000.00
302	15" ID Storm Sewer	575.00	LF	\$ 35.00	\$ 20,125.00
303	24" ID Storm Sewer	530.00	LF	\$ 55.00	\$ 29,150.00
304	54" ID Storm Manhole	1.00	EA	\$ 2,800.00	\$ 2,800.00
305	Flared End Section	2.00	EA	\$ 2,000.00	\$ 4,000.00
306	Detention Basin Grading	2200.00	CY	\$ 10.00	\$ 22,000.00
307	Outlet Structure	2.00	EA	\$ 4,500.00	\$ 9,000.00
				Subtotal	\$ 139,075.00
Engineering and Observation Fees					
400	Civil Design Fees and City Approvals	0.04	%	\$ 411,725.00	\$ 16,469.00
401	Construction Administration and Observation	0.03	%	\$ 411,725.00	\$ 12,351.75
402	Construction Staking	0.015	%	\$ 411,725.00	\$ 6,175.88
403	Field Testing	0.015	%	\$ 411,725.00	\$ 6,175.88
				Subtotal	\$ 41,172.50
Subtotal					
				Contingency	5%
				\$ 22,644.88	
				Net Total	\$ 475,542.38

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
BROOK VALLEY CORPORATE PARK

THIS DECLARATION, made on the date hereinafter set forth by BV 44, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 1-5, a replatting of part of lots 42 and 43 with all of lots 44 and 45, Brook Valley Business Park, a subdivision in Sarpy County, inclusive, (collectively "Properties" and individually "Property") in Brook Valley Corporate Park, an area surveyed, platted and recorded in the City of La Vista, Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Properties, subject to certain easements, rights, protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth, for the mutual and reciprocal benefit and burden of the Properties and the current and future owners of the Properties,

NOW, THEREFORE, the Declarant hereby declares for itself and its successors and assigns that all of the Properties described below shall be permanently and perpetually held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon the Properties and all parties having or acquiring any right, title or interest in the above described Properties, or any part thereof, and they shall inure to the benefit of each Owner thereof. The Brook Valley Corporate Park Owners Association by signing below agrees to be bound by this Declaration.

ARTICLE I
DEFINITIONS

- A. "Association" shall mean and refer to the Brook Valley Corporate Park Owners Association, Inc., a Nebraska non-profit corporation, and its successors and assigns.
- B. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Brook Valley Corporate Park Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, including contract sellers.
- C. "Properties" shall mean and refer to Lots 1-5, a replatting of part of lots 42 and 43 with all of lots 44 and 45, Brook Valley Business Park, a subdivision in Sarpy County.
- D. "Brook Valley Corporate Park Lot" or "Lot" shall mean and refer to Lots 1-5, a replatting of part of lots 42 and 43 with all of lots 44 and 45, Brook Valley Business Park, a subdivision in Sarpy County.
- E. "Declarant" shall mean and refer to BV 44, LLC, a Nebraska limited liability company, and its successors and assigns. BV 44, LLC, may also alternatively be referred to as "Subdivider".
- F. "
- G. "Brook Valley Corporate Park Lot Owners" or "Lot Owners" shall mean the Declarant as the initial owner of all lots within Brook Valley Corporate Park, and all subsequent owners of any such lots.
- H. "Subdivision Agreement" shall mean the Subdivision Agreement between BV 44, LLC, DANA

Partnership, LLP, d/b/a White Lotus Group and the City of La Vista, Nebraska dated

H. "Common Area Improvement" shall have the meaning set forth in the Subdivision Agreement.

I. "Common Area Maintenance" shall mean all performance under the Subdivision Agreement with respect to Common Area Improvements, with the exception of initial construction and installation of Common Area Improvements

J. "Common Area Maintenance Expense" shall mean all costs arising out of or related to performance under the Subdivision Agreement with respect to Common Area Improvements, with the exception of costs of initial construction and installation of Common Area Improvements.

ARTICLE II **PAYMENT AND MAINTENANCE**

- A. By the Subdivider. The Subdivider shall be solely responsible, at its sole cost and expense, for the initial construction and installation of Common Area Improvements. After the initial construction and installation, the Subdivider shall transfer ownership of the Common Area Improvements to the Association to perform Common Area Maintenance, including without limitation, any repair, maintenance, operation, insurance, replacement, or restoration of any of the Common Area Improvements, or the addition of any other new facilities, all of which shall be the continuing obligation and liability of the Association, in accordance with the provisions of this Declaration, Subdivision Agreement and applicable laws, rules, regulations and other requirements.
- B. By the Association. The Association shall own, administer, insure, operate, manage, control, maintain, repair, rebuild and restore all of Common Area Improvements for the benefit of the Association and the benefit of the adjoining Brook Valley Corporate Park Lots and surrounding properties, and so that the improvements stay clean, safe, in good and operating condition, repair and order, and consistent with the overall quality as constructed or otherwise required by applicable requirements. In addition to, and not in limitation of, the foregoing, the Association also shall be responsible for those maintenance duties set forth in the Post-Construction Stormwater Maintenance Agreement (hereinafter "PCSM Duties"), incorporated by reference herein. The Association's Common Area Maintenance and PCSM Duties shall include without limitation the following:
 - (i) Maintenance activities including routine mowing, landscaping, vegetation removal or control, private amenities and other features not specifically necessary to retain, detain, convey or treat stormwater runoff.
 - (ii) Maintenance of adjacent sidewalks.
 - (iii) Maintenance of private utility lines.
 - (iv) Maintenance of pavement.

The Association shall also be responsible for carrying out the Declarant's responsibility for the care and operation, maintenance, replacement and repair of all Common Area Improvements. Not in limitation of the foregoing sentence, the Association shall insure the continuity, care, conservation, and maintenance of the Common Area Improvements. The Common Area Maintenance Expense and cost of said work shall be allocated and paid pro rata by Brook Valley Corporate Park Lot Owners, in the same ratio that each of their respective Lots bears to the total land area of all of the Brook Valley Corporate Park Lots.

In the event the Association and owners fail to care and maintain for the Common Area Improvements as required, the Association and the Brook Valley Corporate Park Lot Owners agree that the City Council of La Vista or its authorized agents, in addition to any other rights or remedies available under this Declaration, the Subdivision Agreement or other applicable documents, instruments or laws, may (but shall not be obligated to) take all actions necessary to maintain the Common Area Improvements and that the Association shall reimburse the City of La Vista for expenses incurred in taking such actions.

C. The Common Area Improvements shall be used and enjoyed by each Owner of each Brook Valley Corporate Park Lot and its permittees in such manner as to not unreasonably interfere with, obstruct or delay the business or affairs of any other Owner or permittee.

D. Declarant grants and conveys to the Association, Owners and City of La Vista, Nebraska a permanent, non-exclusive easement over, under, across, upon and through the Properties for the purposes related to this Declaration.

ARTICLE III **BROOK VALLEY OWNERS ASSOCIATION**

- A. **Membership.** Every Owner may be admitted a member of the Association in accordance with procedures set forth in the bylaws. Memberships shall be appurtenant to and may not be separated from ownership of the Brook Valley Corporate Park Lots. Ownership of a Brook Valley Corporate Park Lot(s) or a portion of a Brook Valley Corporate Park Lot shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold any interest merely as security for the performance of an obligation, though security interests shall be subject and subordinate to this Declaration.
- B. **Voting Rights.** Members shall be entitled to vote with respect to each Brook Valley Corporate Park Lot owned as provided in the Bylaws of the Association. When more than one person holds an interest in any Brook Valley Corporate Park Lot or a portion of a Lot, all such persons shall be members. The vote for such Brook Valley Corporate Park Lot shall be exercised as they among themselves determine, but in no event shall more votes be cast than allowed under the Bylaws with respect to any one (1) Lot. In the event Owners attempt to vote more than allowed under the Bylaws, the directors of the Association shall have the discretion to count only the first vote cast for the Brook Valley Corporate Park Lot or to disallow all votes cast for that Lot. An action of the Association may occur by simple majority vote, unless otherwise stated in this Agreement or in the Subdivision Agreement or bylaws.
- C. **Right of First Refusal.** In the event that an Owner desires to sell (or otherwise transfer) the Owner's ownership interest in a Brook Valley Corporate Park Lot (a "Transferring Owner"), and has received a bona fide offer in writing from an unaffiliated third party to buy the Owner's Property (a "Transfer"), the Transferring Owner shall first notify the Association and each of the other Owners in writing of the proposed sale (the "Transfer Notice"). Each Transfer Notice shall contain all material terms of the proposed Transfer, including, without limitation, a copy of the written offer received, the name and address of the prospective purchaser (or transferee), the purchase price and terms of payment, and the date and place of the proposed Transfer.

The other Owners shall have an option for a period of ten (10) days from the date the Transfer Notice is given to elect to purchase the Transferring Owner's Property at the same price and subject to the same material terms and conditions as described in the Transfer Notice (or terms and conditions as similar as reasonably possible). The other Owners may exercise such purchase option and, thereby, purchase the Transferring Owner's Property by notifying the Transferring Owner in writing before expiration of such ten (10) day period of their wish to purchase. If another Owner gives the Transferring Owner notice that it desires to purchase such shares, then payment for the Property shall be by check or wire transfer,

against transfer of the Property to be purchased at a place agreed upon between the parties and at the time of the scheduled closing therefore, which shall be no later than the later of (i) thirty (30) days after the date the Transfer Notice is given or (ii) the date contemplated in the Transfer Notice for the closing with the prospective third party transferee(s).

D. Covenants For Maintenance Assessments.

1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Brook Valley Corporate Park Lot owned by the Declarant, and each Owner of any Brook Valley Corporate Park Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenants and agrees to pay to the Association all assessments or charges which shall be established and collected, both as herein provided. These assessments and charges, together with interest, costs, and attorney's fees, shall be a charge on the Brook Valley Lots and the personal liability of the Owners, and shall be a continuing lien on the Brook Valley Corporate Park Lot against which each assessment is made. Any such lien that exists on any Lot to be sold and shall be paid in full by seller or buyer at or before closing as a condition of conveying and obtaining good and marketable title. **ALL SUBSEQUENT PURCHASERS OR OTHER TRANSFEREES, SUCCESSORS OR ASSIGNS SHALL TAKE TITLE TO THE BROOK VALLEY CORPORATE PARK LOT SUBJECT TO ANY SAID LIEN AND SHALL BE BOUND TO INQUIRE OF THE ASSOCIATION AS TO THE AMOUNT OF ANY UNPAID ASSESSMENTS.** Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of all person(s) who were an Owner of such Brook Valley Corporate Park Lot at the time when the assessment fell due, and the Owner's successors and assigns.
2. Purpose of Assessments. The assessments by the Association shall be used exclusively for Common Area Maintenance Expenses, including without limitation, the following purposes: (a) to administer, insure, operate, manage, control, maintain, repair, replace and inspect the Common Area Improvements and the grounds thereof; (b) to pay the costs and expenses of enforcing the provisions of these Covenants, Conditions, and Restrictions, including the fees of attorneys hired to represent the Association, court costs, witness fees, and related costs; and to carry out such other purposes as the Association shall from time to time determine to be in the best interests of its members and consistent with the provisions of this Declaration, the Subdivision Agreement and applicable laws, rules and regulations.
3. Annual Assessment. Before each fiscal year, the Board of Directors of the Association, hereinafter referred to as "the Board", shall adopt and fix in reasonably itemized detail an annual budget for the anticipated expenses and costs for that year, and shall levy and collect assessments from each Brook Valley Corporate Park Lot which, considering other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all Brook Valley Corporate Park Lots shall be uniform in amount.
4. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence at a time to be determined by the Board.
 - a. When Assessed and Notice to Owners. The Board shall fix the amount of the annual assessments to be assessed against each Brook Valley Corporate Park Lot at least thirty (30) calendar days prior to the commencement of the first full fiscal year of the Association. Written notice of the annual assessment shall be sent to each Owner subject thereto at least twenty (20) calendar days prior to the due date of the assessment, or the first installment thereof, including the due dates and amounts thereof. The failure of the Board to so notify each Owner in advance shall not, however, relieve any Owner of the duty and obligation to

pay such assessment or any installment thereof. The Board shall have the authority, in its discretion, to require that all Owners pay the annual assessment in one payment or in installments becoming due at such time or times during the assessment year and payable in such manner as determined by the Board. The annual assessments shall be and become a lien as of the date of the annual assessments.

- b. Certificate Furnished Re: Payment of Assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Brook Valley Corporate Park Lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within the thirty (30) calendar days after the due date shall bear interest from the due date at the rate of eleven per cent (11%) per annum. The Association may bring an action at law against an Owner personally obligated to pay the same or may foreclose the lien against the property in the same manner as provided by law for the foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use or abandonment of his Brook Valley Corporate Park Lot.

ARTICLE IV **GENERAL PROVISIONS**

- A. The Declarant, or its assigns, or the Association, or any Owner of a Brook Valley Lot, shall have the right to enforce by proceeding at law or in equity, all easements, rights, restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to assert or prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant, by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- B. All easements, rights, covenants, conditions and restrictions of this Declaration shall run with and bind the land for perpetuity from the date this Declaration is recorded and may be amended as shown in this article.
- C. All covenants, conditions and restrictions of this Declaration may be amended in writing as follows:
 1. By the Declarant in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date this Declaration is recorded, provided the Declarant owns Lots representing more than 50% of the total square footage of all Lots within Brook Valley Corporate Park.
 2. By an instrument signed by the Owners of not less than seventy-five percent (75%) of the Brook Valley Lots.

Provided, however, any amendment of this Declaration, to be effective, requires the prior written consent of the City of La Vista, Nebraska.

- D. The Association will have a major role in causing the Brook Valley Corporate Park to be a clean, well-maintained and reputable area. Therefore, the power of the Association herein shall be liberally and broadly interpreted to carry out said objective.
- E. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.
- F. The recitals at the beginning of this Declaration, and any agreement, document or instrument referred to in this Declaration, are incorporated herein by reference.

G. This Declaration and the authority, duties and other terms and conditions expressed herein shall be subject to and carried out in accordance with the Subdivision Agreement, Articles and Bylaws of the Association, and all applicable laws, rules and regulations.

H. The City of La Vista will have the rights, upon demand, to inspect all books and records of the Association, and to enforce this Declaration with respect to the Association or any Owner.

IN WITNESS WHEREOF, the Declarant caused these present to be executed this _____ day of _____, 20____.

BV 44, LLC,
A Nebraska limited liability company

By: Arun K. Agarwal
General Partner and Managing Agent of DANA PARTNERSHIP, LLP,
A Nebraska limited liability partnership,
Sole member of BV 44, LLC

BY: BROOK VALLEY CORPORATE PARK OWNERS ASSOCIATION, INC., a Nebraska non-profit corporation, BY: _____
Arun K. Agarwal
Director

BY: BROOK VALLEY CORPORATE PARK OWNERS ASSOCIATION, INC., a Nebraska non-profit corporation, BY: _____
Ashley Kuhn
Director

BY: BROOK VALLEY CORPORATE PARK OWNERS ASSOCIATION, INC., a Nebraska non-profit corporation, BY: _____
Brad Brooks
Director

ATTEST:

STATE OF NEBRASKA
COUNTY OF DOUGLAS

)
ss.

On this ___th day of _____, 20___, before me, a Notary Public in and for said County and State, personally appeared Arun Agarwal, General Partner and Managing Agent of DANA Partnership, LLP

(“Partnership”), the sole member of BV 44, LLC (“Company”), who executed the above and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Partnership and Company.

NOTARY PUBLIC

My Commission expires _____

On this ____th day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Arun Agarwal, Director of Brook Valley Corporate Park Owners Association, Inc. (“Association”), who executed the above and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Association.

NOTARY PUBLIC

My Commission expires _____

On this ____th day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Ashley Kuhn, Director of Brook Valley Corporate Park Owners Association, Inc. (“Association”), who executed the above and acknowledged the execution thereof to be her voluntary act and deed and the voluntary act and deed of said Association.

NOTARY PUBLIC

My Commission expires _____

On this ____th day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Brad Brooks, Director of Brook Valley Corporate Park Owners Association, Inc. (“Association”), who executed the above and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Association.

NOTARY PUBLIC

My Commission expires _____

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 16, 2016 AGENDA

Subject:	Type:	Submitted By:
AMENDMENT TO PUD ORDINANCE – SOUTHPORT WEST	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to consider an amendment to Ordinance No. 1237, the Planned Unit Development Ordinance for the Southport West subdivision.

FISCAL IMPACT

None.

RECOMMENDATION

Approve.

BACKGROUND

A public hearing has been scheduled and an ordinance prepared to consider an amendment to Ordinance No. 1237, the Planned Unit Development Ordinance for the Southport West subdivision. The proposed change is to Section 8, E, Signage, and will provide sign allowances for canopy signs for fuel sales (see page 9). The sign regulations in the Zoning Ordinance allow for only one sign on a fuel canopy, the proposed amendment to the Southport PUD ordinance will allow for two signs on a fuel canopy within the Southport West subdivision.

A red-line copy of the proposed amendments is attached.

The Planning Commission held a public hearing on January 21, 2016, and unanimously recommended approval of the amendment.

Memorandum



To: The Planning Commission
From: Christopher Solberg, AICP – City Planner
Date: 2/10/2016
Re: Proposed Amendments to the Southport West PUD Ordinance

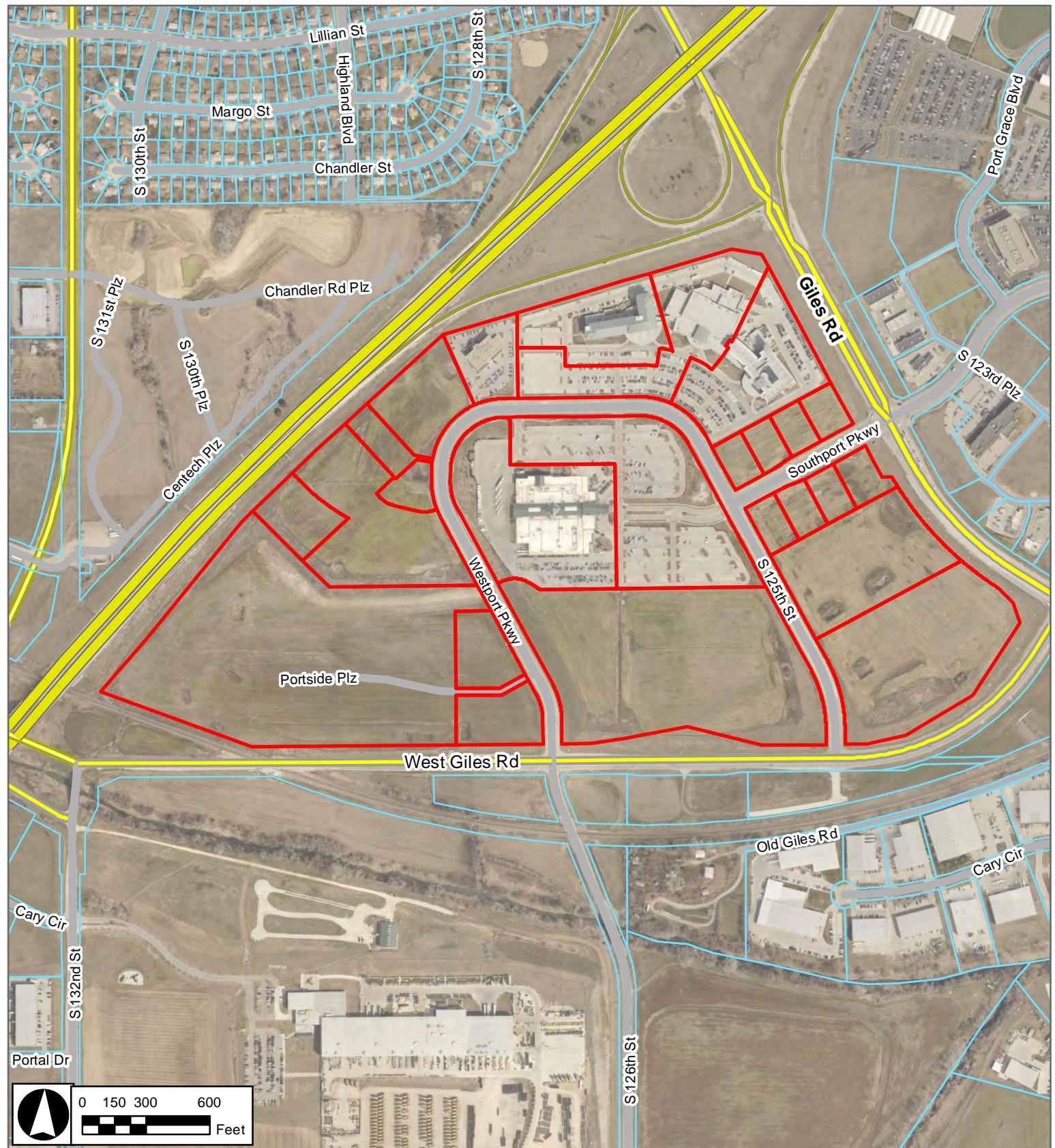
Attached is a proposed change to Section 8, E, Signage, of Ordinance No. 1237, the PUD ordinance for the Southport West subdivision. The change will provide for sign allowances for canopy signs for fuel sales (see page 9). The current zoning regulations allow only one sign on a fuel canopy; the proposed amendment will allow for two signs on a fuel canopy within the Southport West subdivision.

RECOMMENDATION:

Staff recommends approval of the amendment to the Southport West PUD Ordinance.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public hearing on January 21, 2016 and recommended, through a vote of 8 in favor and 0 against, amendments to the Southport West PUD Ordinance.



Project Vicinity Map



Southport West PUD Amendment

01-13-2016
CSB



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMENDING ORDINANCES NO. 948, 970, 1004, 1013 AND 1038 AND THE ZONING DISTRICT MAP OF THE CITY OF LA VISTA, NEBRASKA; ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO REPEAL ORDINANCES NO. 948, 970, 1004, 1013 AND 1038 ~~AS~~ AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. In accordance with Section 5.15 of the La Vista Zoning Ordinance No. 848, the final PUD-1 (Planned Unit Development) plan for Southport West is amended for the following described real estate, to wit:

LEGAL DESCRIPTION

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

Section 2. The current PUD-1 plan was approved by Ordinance No. 948 on December 21, 2004, and amended by Ordinance No. 970 on November 15, 2005, by Ordinance No. 1004 on September 5, 2006, by Ordinance No. 1013 on October 23, 2006, and by Ordinance No. 1038 on June 19, 2007. The final PUD-1 plan is hereby amended to provide for the development of a planned regional commercial center that will service not only the city, but also the surrounding market area. Such commercial center is characterized by a single major structure, along with both attached and free-standing retail, lodging, office, dining and entertainment establishments served by parking areas, and uniquely located on a tract of land that has an area of approximately 149.443 acres. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, development and build out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying commercial zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

Section 3. Definitions

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

- A. "Anchor Store" shall mean a store containing not less than 35,000 square feet of gross leasable floor area that is part of, or attached to, the shopping center.
- B. "Big Box Retail Store" shall mean a store that is typically a one-story warehouse building with a height of 30 feet or more, simple and rectangular in construction, ranging in size from 75,000 to 260,000 square feet, and which may include fast-food restaurants, other accessory retail uses, and limited services with an entrance inside the primary retail establishment. It is generally a stand-alone building with a

large parking lot or part of a larger shopping center. Four major types of big box stores include: large general merchandise stores, specialized product stores, outlet stores, and warehouse clubs.

- C. "Developer" shall mean Southport West Partners, LLC, SPW Partners LLC, Cabela's Retail INC, JQH La Vista CY Development LLC, JQH La Vista Conference, JQH La Vista III Development LLC, Marcus Southport LLC, Mutual Southport LLC, Heritage Westwood La Vista LLC, their successors and assigns, and the City of La Vista, Nebraska.
- D. "Enclosed Mall" shall mean the enclosed mall portion of the project, exclusive of Anchor Stores.
- E. "Free Standing Building" shall refer to any building or similar structure other than the Enclosed Mall that houses a single tenant or owner, each of whom conducts a separate business within that building or similar structure.
- F. "Gateway Corridor District" or "La Vista Gateway Corridor District" shall mean the City's overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district.
- G. "Hotel and Convention Center" shall mean a Hotel and Conference Center proposed to be constructed on Lot 1, Southport West Replat Two.
- H. "Landscaping Easement" shall mean that area adjacent to the street right-of-way providing for required street trees and landscape material.
- I. "Multiple-attached Building" shall refer to any building or similar structure that houses more than a single tenant or owner, and in which numerous, discrete business activities are conducted.
- J. "Open Space" shall mean anything on the site except buildings, parking lot and vehicular circulation, generally pervious, but may include well landscaped pedestrian places, pools, pool decks and roof gardens.
- K. "Planned Unit Development Plan" shall mean a plan developed and approved that outlines certain provisions for the property and its uses. Such plan shall consist of the final plat, design guidelines, landscaping, etc.
- L. "Plat" or "the Plat," shall mean the final plat approved by the City Council or an administrative plat approved by staff.
- M. "Southport West Design Guidelines" shall mean the specific guidelines jointly developed, agreed to and amended by Developer and City for the Subdivision for the purpose, among others, of creating cohesiveness and ensure quality of materials, aesthetics and maintenance upon which all tenants and owners can rely and to ensure view continuity and creation of a sense of place through the use of common elements of site and architecture, a copy of which is attached to this Agreement as Exhibit "C" hereto.

N. "Subdivision" shall mean the 149.443 acres of land described in Exhibit "A" hereto, to be known as "Southport West Subdivision."

Section 4. Parcel Identification Map

Attached hereto and made a part of this PUD Plan for parcel delineation is the Parcel Identification Map for the Southport West PUD (Planned Unit Development), marked Exhibit "B".

Section 5. Conceptual Site Plan

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

Section 6. Allowed Uses

Unless otherwise provided in this Ordinance, all Permitted and Permitted Conditional Uses allowed within the C-3 Highway Commercial/Office Park District shall be allowed on Parcels 1 and 2 except as modified below:

- A. The following uses shall be prohibited:
 - i. More than two fast food establishments with drive-thrus.
 - ii. More than one convenience store with limited fuel sales.
 - iii. Automobile/motor vehicle sales.
 - iv. Uses listed as exempt from property taxes under Neb. RS 77-202.

- B. The following uses shall be permitted only as an accessory use to an Anchor Store or a Big Box Retail Store:
 - i. Automotive repair or service.
 - ii. Fuel sales (passenger vehicles).
 - iii. Horse and pet storage, except for overnight stay.

Section 7. Building Design Guidelines and Criteria

A copy of the Southport West Design Guidelines in the form approved and amended by the City is attached to this PUD Plan as Exhibit "C". All applications shall adhere to requirements of the approved PUD Plan and Design Guidelines. Prior to issuance of a building permit, the City, Developer and the applicant shall have mutually agreed upon a specific design plan that complies with such criteria. The Southport West Design Guidelines of the PUD Plan take the place of Appendix A, B, and C of the City's Commercial Building Design Guide and Criteria dated_____. The City Administrator shall determine which design criteria is applicable in the event of a conflict between the two documents referenced herein.

Section 8. Conditions

Section 5.15 of the La Vista Zoning Ordinance No. 848 includes the Planned Unit Development Overlay District (PUD) and establishes certain regulations and guidelines pertaining to accompanying information required on a Plat, Site Plan and/or conditional use permits. All uses shall adhere to the underlying zoning district except as herein provided.

A. General Conditions

The Parcel Identification Map and Conceptual Site Plan incorporate commercial uses (office and retail) on Parcel 2.

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

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

B. Land Use Design Criteria

Unless provided otherwise in this PUD Plan, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate commercial zoning district shall apply to any development within Parcels 1 and 2. The negative elements of such uses as loading docks, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by the general public through the use of architectural features or earth berthing and landscaping.

- i. Parcel 1. The intent of the design and layout of Parcel 1 (Southport West Replat Three) is to develop a hotel(s) and conference center.
 - a. Building Height. Within these lots, permitted building heights will be a maximum of one hundred (100) feet above the average finished grade of the ground at the perimeter of the building or as allowed by the Federal Aviation Administration (FAA).
 - b. Building Setback. No part of any building under eight (8) stories in height shall be erected within sixty (60) feet of the perimeter property line. No part of any building over eight (8) stories in height shall be erected within one hundred twenty-five (125) feet of the perimeter property line. The building setback from an internal lot line may be zero (0) feet if approved by the City as part of a PUD Plan.
 - c. Open Space/Buffer. The minimum required open space in this Parcel shall be equal to at least twenty-five percent (25%) of the gross area of the lot. Parking areas, except for driveways shall be effectively screened from general public view by incorporating the natural landscape and topography with the introduction of permanent earth berthing of no less than two and one half (2 1/2) feet above the top of curb of the adjacent public street. In any case,

all parking areas shall include landscape areas, islands, screens, etc., equal to not less than ten percent (10%) of the total paved area. Such landscaped areas may be included as part of the 25% total open space. Landscaped islands within the parking area shall have ground cover of sodded grass, shrubs or other acceptable living plant material, unless the City specifically approves an alternate ground cover as part of the site plan review.

d. Landscaping. Landscaping will include the integration of recommended overstory and understory trees, shrubs and grasses (Exhibits "C" and "D") throughout. Two (2) trees and five (5) shrubs or ten (10) clump ornamental grasses per one thousand (1,000) square feet of required open space. Twenty percent (20%) of all required trees shall be a minimum of 3-3 ½ inch caliper. Eighty percent (80%) of all required trees shall be a minimum of 2-2 ½ inch caliper. The minimum height of coniferous trees shall be six (6) feet and may be counted as 2-2 ½ inch caliper. Required shrubs and ornamentals grasses shall be a minimum of 18-24" in height. These are minimum requirements. Landscaping along Westport Parkway and throughout parking lots shall be consistent with Exhibit "C". A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the vision of Southport West Development and its approved guidelines.

e. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.

ii. Parcel 2. The intent of the design and layout of Parcel 2 (Lots 1-3, , 16, 19, 20, and 23-27, Southport West; Lots 1-3, Southport West Replat One; Lots 2 and 3, Southport West Replat Two, Lots 1 and 2, Southport West Replat Four, and Lots 1-5, Southport West Replat 5) is to develop retail, office, entertainment uses, and/or individual businesses.

a. Building Height. Within these lots, permitted building heights will be a maximum of ninety (90) feet above the average finished grade of the ground at the perimeter of the building or as allowed by the FAA.

b. Building Setback. Building setbacks shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a Final PUD Plan.

c. Open Space/Buffer. The minimum required open space for each lot in this Parcel shall be equal to at least twenty-five percent (25%) of the gross area of the lot. Parking areas, except for driveways shall be effectively screened from general public view by incorporating rhythm through a combination of the natural landscape and topography with the introduction of permanent earth berming of no less than two and one half (2 ½) feet above the top of curb of the adjacent public street. In any case, all parking areas shall include landscape areas, islands, screens, etc., equal to not less than ten

percent (10%) of the total paved area. Such landscaped areas may be included as part of the 25% total open space. Landscaped islands within the parking area shall have ground cover of sodded grass, shrubs or other acceptable living plant material, unless the City specifically approves an alternate ground cover as part of the site plan review.

- d. Landscaping. Landscape will include the integration of recommended overstory and understory trees, shrubs and grasses (Exhibits "C" and "D") throughout. The minimum landscaping required shall be two (2), 2-2 ½ " caliper trees and five (5), shrubs or ten (10) clump ornamental grasses at 18-24" in height per one thousand (1,000) square feet of open space in each lot of the Parcel. The minimum height of coniferous trees shall be six (6) feet and may be counted as 2-2 ½ inch caliper. These are minimum requirements. Landscaping along Westport Parkway and Southport Parkway and throughout parking lots shall be consistent with Exhibit "C". A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the vision of Southport West Development and its approved guidelines.
- e. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.
- f. Public Spaces. Feature lakes, detention pond areas, easements for public amenities, sidewalks within open areas, pedestrian plazas and paved outdoor spaces (excluding parking lots) are encouraged in order to link commercial areas with pedestrian plazas and to create interaction.

C. Commercial, Office and Mixed Use Site Design Guidelines

Buildings should be arranged to create view corridors between pedestrian destinations within and adjacent to the site including building entrances and open spaces. The corners of street intersections, particularly site entries, should be distinguished by special landscape or architectural treatments. The use of alternate paving materials to designate pedestrian traffic areas from vehicular use areas and travel lanes is strongly encouraged. The design of all streets and parking lots shall permit the travel of the fire department's vehicle access requirements. Overhead doors and loading docks shall be totally screened from public streets. When possible, the integration of storm drainage and detention should be designed to enhance the public space.

D. Access and Off-Street Parking

- i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.

ii. **Off-Street Parking.** Parking on lots in Parcels 1 and 2 should be provided based on the aggregate ratio of four and a half (4.5) off-street parking spaces per one thousand (1,000) square feet of gross leasable floor area of improvements constructed on each lot, unless off-site/public parking is utilized with approval of the city.

a. **Landscaping.**

- (1) Off-street parking areas containing twenty-five (25) or more parking spaces shall provide internal landscaping, other than that required in a buffer zone or along street frontages, and shall be protected by a concrete curb.
- (2) Landscape islands a minimum of seven (7) feet in width shall be provided at the end of all parking rows. In addition, landscape islands a minimum of seven (7) feet in width shall be provided throughout the parking lots such that no parking space is farther than one hundred twenty (120) feet away from any landscaped space within that same row of parking.
- (3) Required trees shall be located to minimize potential damage to vehicles, to insure adequate sight distance, and the maneuvering of emergency vehicles within the development and each lot.
- (4) The internal landscaped areas shall be located to direct traffic, dispersed throughout the lot to improve site aesthetics, and installed so that, when mature, it does not obscure traffic signs, fire hydrants, lighting, drainage patterns on site or adjacent properties, or obstruct vision for safety of ingress or egress.
- (5) Parking areas shall be screened, recessed, or otherwise constructed and located so as to prevent the glare from automobile headlights illuminating adjacent properties and to minimize negative views from public streets.
- (6) Parking area lighting shall be shielded so as to prevent illumination of adjacent properties. A lighting plan shall be submitted for review in conjunction with any site plan.
- (7) Off-street loading areas shall not interfere with or impede the circulation or flow of traffic.

E. **Signage**

All signs may be permitted with approval of a sign permit based upon the adopted sign regulations, except as modified herein. To the extent that the provisions of this PUD Plan conflict with or are more restrictive than similar provisions provided in the La Vista Zoning Ordinance, the provisions of this PUD Plan shall control.

This Ordinance recognizes that because of the size and scope of the project, and because access will be obtained to the development via large public arterial streets, the project has an extraordinary need for flexibility in the signage

regulations applicable thereto. See Exhibits "E-1" and "E-2" for proposed site signage and example locations.

- i. Subdivision Signs. Two subdivision signs not to exceed fifty (50) square feet and fifteen (15) feet in height shall be allowed at each of the three (3) main entrances. Architectural elements of such signs shall not exceed maximum height for structures in the respected zoning district. The usage of such signs shall be limited to identification of the development itself. Such signs shall be setback a minimum of twenty (20) feet from the property line.
- ii. Identification Sign. One electronic message sign of no greater than thirty-five (35) feet in height may be allowed along the Interstate for City, conference and/or subdivision information, including events and business identification. Such sign shall be setback a minimum of twenty (20) feet from the property line and located upon a dedicated easement. Such sign shall not be of such intensity as to adversely affect adjacent properties or vehicular traffic.
- iii. Project Directory Signs. Project Directory Signs shall be allowed on the internal roadways, access roads, traffic lanes, walkways, sidewalks, access ways and trails of the subdivision to help facilitate movement through and around the development. The sign area, setback, and number of project directional signs located within the development shall be determined in conjunction with the issuance of the sign permit for the development. The Project Directory Signs may contain directional information about the location of individual businesses within the development, and such information may set forth the name of the business and use logos, service marks, or stylized letters that are identified with that business. Any Project Directory Sign may contain the Developer's logo and/or name for the development.
 - a. Vehicular Directory Signs. Vehicular Directory Signs shall not exceed ten (10) feet in height or twelve (12) feet in width with a maximum of eighty (80) square feet of sign area.
 - b. Pedestrian Directory Signs. Pedestrian Directory Signs shall not exceed ten (10) square feet per sign face with a maximum of four sign faces per structure. If attached to a light pole, the sign must have at least an eight (8) foot clearance between the level of the grade or sidewalk and the bottom of the sign face support structure.
- iv. Center Identification Signs. Multi-tenant buildings, multi-attached buildings and free standing buildings as part of a mall in Parcel 2 may be allowed to advertise on center identification signs. Such signs shall be a maximum of twenty-four (24) feet in height and contain a maximum of one hundred fifty (150) square feet of signage. Center identification signs may be allowed for individual users to identify their location off of internal streets or driveways with the approval of a sign permit. Such signs may include logos; located at least twenty (20) feet from the street right-of-way and ten (10) feet from the property line; and at not more than one per entrance.
- v. Monument Signs. Monument signs for free-standing buildings in Parcel 2 shall not exceed twenty (20) feet in height. Such signs may include logos; located at least twenty (20) feet from the street right-of-way and ten (10) feet from the property line; and at not more than one per street frontage.

- vi. Wall Signs – Big Box Retail Stores. Wall signs for big box retail stores may be erected on each exterior wall at a rate of three (3) square feet of sign area per one (1) lineal foot of exterior wall on a continuous plane, not to exceed ten percent (10%) of the wall area or one thousand (1,000) square feet, whichever is less. All signage constructed as wall signs may incorporate logos, service marks, and stylized letters that are identified with that business into the wall sign. Accent features of a wall sign may extend above the building fascia by no more than thirty percent (30%) of the overall height of the sign or ten (10) feet, whichever is less. No wall sign shall extend above the highest point of the building structure. Temporary advertising or promotional signage attached to exterior walls or windows shall be allowed only with an approved temporary sign permit issued under the Sign Regulations.
- vii. Wall Signs – Indoor Theaters. Wall signs for indoor theaters may be erected on each exterior wall, not to exceed a total of nine hundred (900) square feet for all wall signs.
- viii. Projecting Signs – Indoor Theaters. Projecting signs for indoor theaters may be erected on two of the exterior walls, not to exceed ninety (90) square feet per sign face.
- viii. ix. Canopy Sign – Fuel Sales. ~~Canopy signs for fuel sales may be erected on two sides of the canopy that covers the fuel island and shall not exceed 25% of the overall canopy area.~~
- ix. x. Incidental On-Site Directional Signs. Incidental On-Site Directional Signs, such as signs indicating exits, loading areas and parking areas, shall be consistent in design and color, or incorporate aesthetic features compatible with the architecture of the building, and shall not exceed six (6) square feet of sign area per sign.
- *xi. Art Elements. Art elements shall be encouraged provided that said element does not consist primarily of text that identifies a particular tenant or store. Staff shall review all proposals and determine whether the proposal is in compliance prior to installation. Art elements shall not solely include logos, be recognizable as part of a corporate identity, identify or have a mental connection to any one use, person, product, or business. Location, scale, and design shall be approved by the City.
- xi. xii. Cart Corrals. Cart corrals shall be permanent fixtures and constructed with masonry, stone or block. No signage shall be located on the cart corrals.

SECTION 9. Repeal of Ordinances 948, 970, 1004, 1013 and 1038 as Previously Enacted. Ordinances 948, 970, 1004, 1013 and 1038 as previously enacted are hereby repealed.

Section 10. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 11. That this Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER, 2014.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

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EXHIBIT "A"

LEGAL DESCRIPTION

BEING A PLATTING OF A TRACT OF LAND LOCATED IN PART OF TAX LOT 6A, A TAX LOT LOCATED IN THE SW1/4 OF SAID SECTION 18; AND ALSO TOGETHER WITH PART OF TAX LOT 7, A TAX LOT LOCATED IN SAID SW1/4 OF SECTION 18; AND ALSO TOGETHER WITH PART OF TAX LOT 13, A TAX LOT LOCATED IN THE SE1/4 OF SAID SECTION 18; AND ALSO TOGETHER WITH TAX LOT 14, A TAX LOT LOCATED IN THE SE1/4 OF SECTION 18; ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE N02°54'19"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SE1/4 OF SECTION 18, SAID LINE ALSO BEING THE EAST LINE OF SAID SW1/4 OF SECTION 18, A DISTANCE OF 105.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF GILES ROAD, SAID POINT ALSO BEING ON THE EASTLINE OF TAX LOT 6A, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 14, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S78°16'27"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF GILES ROAD, A DISTANCE OF 165.86 FEET; THENCE S86°56'35"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF GILES ROAD, A DISTANCE OF 1603.66 FEET TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD AND SAID NORTH RIGHT-OF-WAY LINE OF GILES ROAD; THENCE N72°28'35"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, A DISTANCE OF 760.86 FEET TO THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80 AND SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80 ON THE FOLLOWING DESCRIBED COURSES; THENCE N38°39'50"E, A DISTANCE OF 324.77 FEET; THENCE N36°37'50"E, A DISTANCE OF 710.81 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 11309.16 FEET, A DISTANCE OF 498.54 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N43°37'22"E, A DISTANCE OF 498.50 FEET; THENCE N45°05'05"E, A DISTANCE OF 804.81 FEET; THENCE N70°59'20"E, A DISTANCE OF 887.66 FEET TO A POINT ON SAID WEST LINE OF THE SE 1/4 OF SECTION 18, SAID POINT ALSO BEING ON THE EAST LINE OF SAID TAX LOT 7; THENCE EASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80 ON THE FOLLOWING DESCRIBED COURSES; THENCE N71°07'58"E, A DISTANCE OF 532.37 FEET; THENCE S82°16'17"E, A DISTANCE OF 140.92 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 126TH STREET; THENCE S30°57'18"E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 126TH STREET, A DISTANCE OF 1193.98 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID SE 1/4 OF SECTION 18; THENCE N86°55'27"E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 126TH STREET, SAID LINE ALSO BEING SAID NORTH LINE OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 18, A DISTANCE OF 45.85 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 126TH STREET ON THE FOLLOWING DESCRIBED COURSES; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1542.41 FEET, A DISTANCE OF 741.74 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S46°25'38"E, A DISTANCE OF 734.61 FEET; THENCE S47°04'31"E, A DISTANCE OF 87.60 FEET; THENCE S20°42'28"E, A DISTANCE OF 100.73 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 126TH STREET AND SAID NORTHERLY RIGHT-OF-WAY LINE OF GILES ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF GILES ROAD ON THE FOLLOWING DESCRIBED COURSES; THENCE S30°33'48"W, A DISTANCE OF 406.58 FEET; THENCE S56°27'43"W, A DISTANCE OF 369.45 FEET; THENCE S74°39'17"W, A DISTANCE OF 187.71 FEET; THENCE S88°58'12"W, A DISTANCE OF 494.09 FEET; THENCE N78°36'33"W, A DISTANCE OF 361.39 FEET; THENCE S77°02'44"W, A DISTANCE OF 290.11 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 6,453,543 SQUARE FEET OR 148.153 ACRES, MORE OR LESS.

...ND ALSO TOGETHER WITH;

PART OF TAX LOT 6A, A TAX LOT LOCATED IN SAID SW 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 6A; THENCE N02°33'37"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SECTION 18, SAID LINE ALSO BEING THE WEST LINE OF SAID TAX LOT 6A, A DISTANCE OF 291.11 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD; THENCE S72°28'35"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, A DISTANCE OF 216.62 FEET; THENCE S40°37'46"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, A DISTANCE OF 229.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF GILES ROAD; THENCE N47°48'31"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF GILES ROAD, A DISTANCE OF 19.26 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF 132ND STREET; THENCE S02°33'37"E ALONG SAID EASTERN RIGHT-OF-WAY LINE OF 132ND STREET, A DISTANCE OF 28.13 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD; THENCE S40°37'46"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, A DISTANCE OF 48.22 FEET TO THE POINT OF BEGINNING.

SAID PART OF TAX LOT 6A, CONTAINS AN AREA OF 29,420 SQUARE FEET OR 0.675 ACRES, MORE OR LESS.

SAID PART OF TAX LOT 6A, CONTAINS AN AREA OF 8,828 SQUARE FEET OR 0.203 ACRES, MORE OR LESS, OF 132ND STREET RIGHT-OF-WAY.

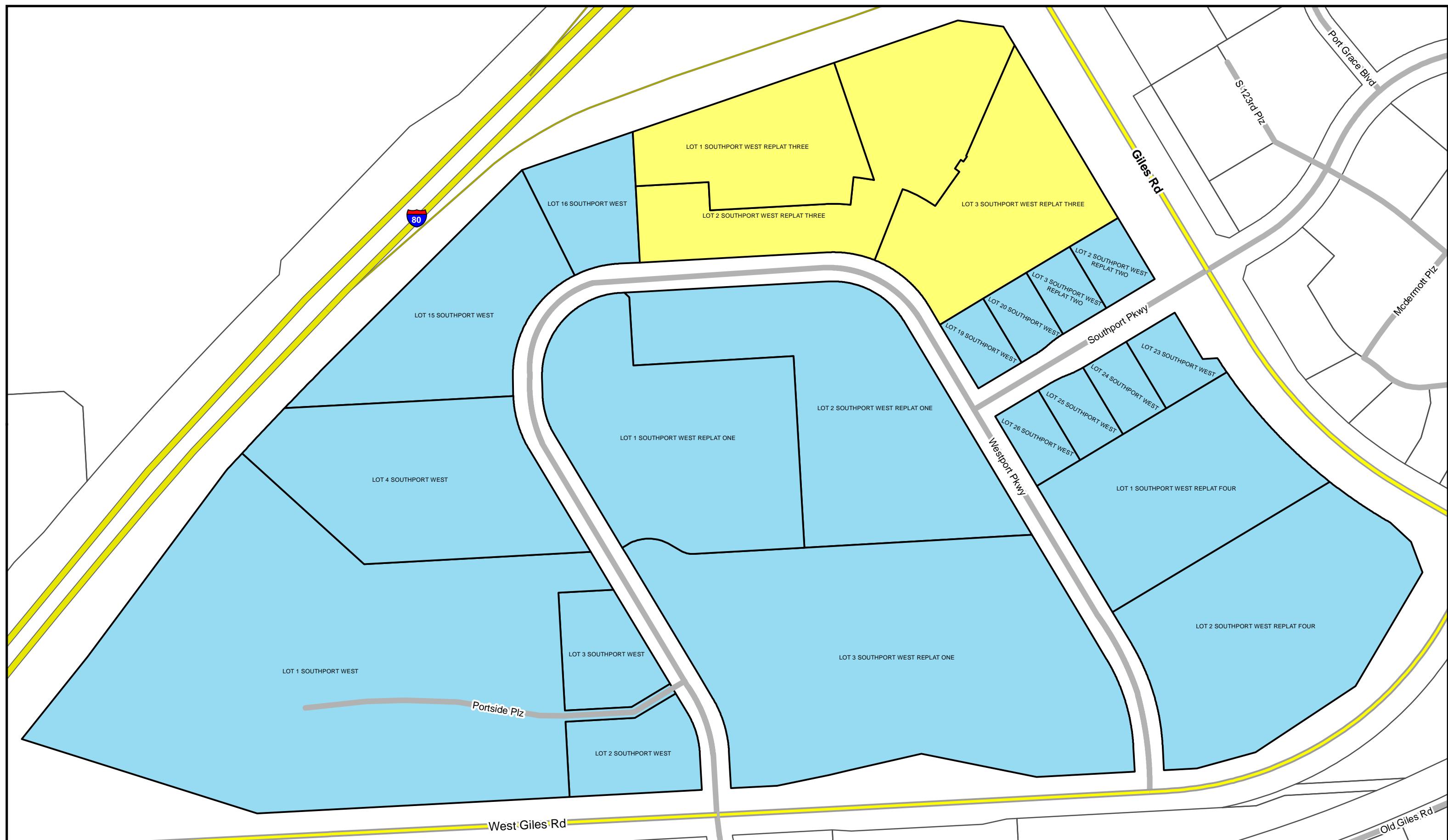
AND ALSO TOGETHER WITH;

PART OF TAX LOT 6A, A TAX LOT LOCATED IN SAID SW 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE N86°55'27"E (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 177.41 FEET; THENCE N03°04'33"W, A DISTANCE OF 47.81 FEET TO THE POINT OF INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE OF GILES ROAD AND SAID SOUTHERLY RIGHT-OF-WAY OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N40°37'46"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, A DISTANCE OF 181.62 FEET; THENCE S72°28'35"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, A DISTANCE OF 336.63 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD AND SAID NORTHERLY RIGHT-OF-WAY LINE OF GILES ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF GILES ROAD ON THE FOLLOWING DESCRIBED COURSES; THENCE S86°56'35"W, A DISTANCE OF 320.48 FEET; THENCE S03°03'25"E, A DISTANCE OF 13.00 FEET; THENCE S86°56'35"W, A DISTANCE OF 120.12 FEET TO THE POINT OF BEGINNING.

SAID PART OF TAX LOT 6A CONTAIN A TOTAL AREA OF 26,815 SQUARE FEET OR 0.616 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PARTS OF TAX LOT 6A CONTAINS AN AREA OF 2,705,981 SQUARE FEET OR 62.121 ACRES, MORE OR LESS.



**ARCHITECTURAL AND SITE
DESIGN GUIDELINES**

**Southport West Development
La Vista, Nebraska**

Exhibit C

**La Vista City Hall
8116 Park View Boulevard
La Vista, Nebraska
September 2006
Amended February 2015**

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1. INTRODUCTION

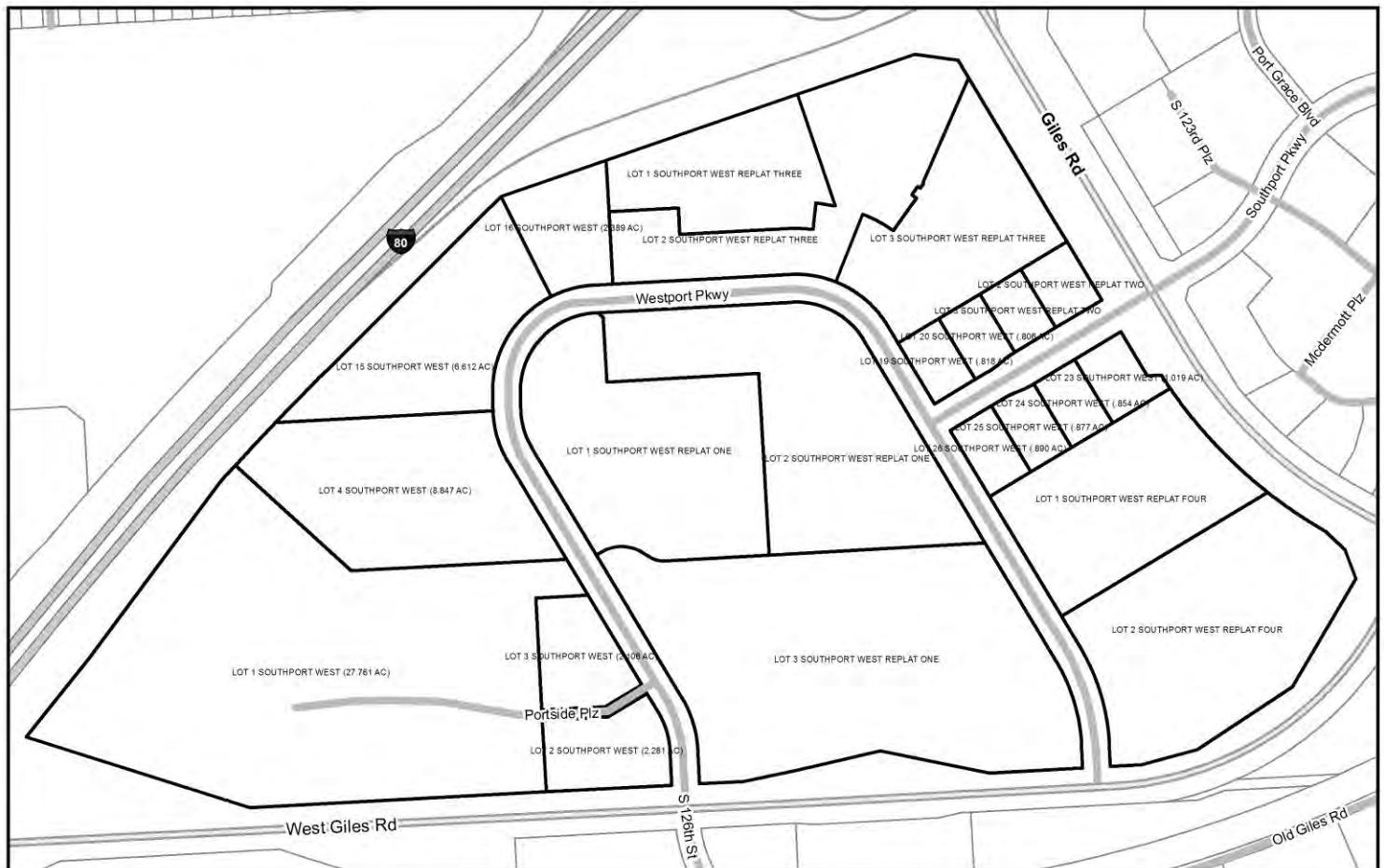
The City of La Vista, in partnership with Metropolitan Community College, have made a significant investment in the community with the new La Vista Public Library/MCC Sarpy Center. The city's desire is that this project be the standard of quality for all Commercial and Industrial Building Projects within the City of La Vista. Consequently, the City of La Vista has developed the *Gateway Corridor Overlay District* that deals with the design of the site, building and structures, planting, signs, street hardware, and other objects that are observed by the public.

The Southport West Development will serve as a gateway to the City of La Vista. This fact, coupled with the size of the overall development, led the City of La Vista and the Southport West developer to jointly establish this set of Design Guidelines that are unique for the Southport West development. These guidelines supercede the *Gateway Corridor Overlay District* that is in effect elsewhere in the City of La Vista.

The criteria contained herein are not intended to restrict imagination, innovation, or variety, but rather to assist in focusing on design principles that can result in creative solutions that will develop a satisfactory visual appearance within the Southport West development, preserve taxable values, and promote the public health, safety, and welfare.

2. GEOGRAPHIC AREA

Drawing of Southport West Plat and Replots



3. DEFINITIONS

Appearance. The outward aspect visible to the public.

Appropriate. Sympathetic, or fitting, to the context of the site and the whole community.

Appurtenances. The visible, functional objects accessory to and part of buildings.

Architectural concept. The basic aesthetic idea of a building, or group of buildings or structures, including the site and landscape development, that produces the architectural character.

Architectural feature. A prominent or significant part or element of a building, structure, or site.

Architectural style. The characteristic form and detail, as of buildings of a particular historic period.

Attractive. Having qualities that arouse interest or pleasure in the observer.

Awning. Stretched canvas over a metal frame attached to a building façade used to keep sun or rain off a storefront or window.

Berm. A raised form of earth to provide screening or to improve the aesthetic character.

Big Box Retail. A store that is typically a one-story warehouse building with a height of 30 feet or more, simple and rectangular in construction, ranging in size from 75,000 to 260,000 square feet, and which may include fast-food restaurants, other accessory retail uses, and limited

services with an entrance inside the primary retail establishment. It is generally a stand-alone building with a large parking lot or part of a larger shopping center. Four major types of big-box stores include: large general merchandise stores, specialized product, outlet stores, and warehouse clubs.

Bufferyard. A landscaped area intended to separate and partially obstruct the view of the two adjacent land uses or properties from one another. Various built landscape features may be included within the bufferyard that may include pedestrian walkways, retaining walls, signage or utilities.

Canopy. An overhead roof or structure to provide shade or shelter. Typically made of metal or other building element.

City. City of La Vista

Code. The Municipal Code of the City of La Vista.

Cohesiveness. Unity of composition between design elements of a building or a group of buildings and the landscape development.

Compatibility. Harmony in the appearance of two or more external design features in the same vicinity.

Conservation. The protection and care that prevent destruction or deterioration of historical or otherwise significant structures, buildings, or natural resources.

Cornice. A horizontal, molded projection that crowns or completes a building or wall.

Eclectic. Choosing what appears to be the best from diverse sources, systems, or styles.

Exterior building component. An essential and visible part of the exterior of a building.

External design feature. The general arrangement of any portion of a building, sign, landscaping, or structure and including the kind, color, and texture of the materials of such portion, and the types of roof, windows, doors, lights, attached or ground signs, or other fixtures appurtenant to such portions as will be open to public view from any street, place, or way.

Landscape. Plant materials, topography, and other natural physical elements combined in relation to one another and to man-made structures.

Light cut-off angle. An angle from vertical, extending downward from a luminaire, which defines the maximum range of incident illumination outward at the ground plane.

Logic of design. Accepted principles and criteria of validity in the solution of the problem of design.

Open Space. A portion of the site that is not used for Buildings, vehicular circulation or parking. Open Space is generally pervious coverage, but may include large pedestrian plazas, pools, pool decks, roof gardens or 5' wide pedestrian sidewalks.

Mechanical equipment. Equipment, devices, and accessories, the use of which relates to water supply, drainage, heating,

ventilating, air conditioning, and similar purposes.

Miscellaneous structures. Structures, other than buildings, visible from public ways. Examples are: memorials, stagings, antennas, water tanks and towers, sheds, shelters, fences and walls, kennels, transformers, drive-up facilities.

Plant materials. Trees, shrubs, vines, ground covers, grass, perennials, annuals, and bulbs.

Proportion. Balanced relationship of parts of a building, landscape, structures, or buildings to each other and to the whole.

Scale. Proportional relationship of the size of parts to one another and to the human figure.

Screening. Structure of planting that conceals from view from public ways the area behind such structure or planting.

Shrub. A multi-stemmed woody plant other than a tree.

Site break. A structural or landscape device to interrupt long vistas and create visual interest in a site development.

Street hardware. Man-made objects other than buildings that are part of the streetscape. Examples are: lamp posts, utility poles, traffic signs, benches, litter containers, planting containers, letter boxes, fire hydrants.

Streetscape. The scene as may be observed along a public street or way composed of natural or man-made components, including buildings, paving, planting, street hardware, and miscellaneous structures.

Structure. Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground.

Utilitarian structure. A structure or enclosure relating to mechanical or electrical services to a building or development.

Utility hardware. Devices such as poles, crossarms, transformers and vaults, gas pressure regulating assemblies, hydrants, and buffalo boxes that are used for water, gas, oil, sewer, and electrical services to a building or a project.

Utility service. Any device, including wire, pipe, and conduit, which carries gas, water, electricity, oil and communications into a building or development.

4. SOUTHPORT WEST VISION

It is anticipated that the Southport West Development will be built out with the following project types:

-Office Buildings. (C-3 PUD Zoning)

-Retail Buildings (includes all non-office commercial uses permitted within the zoning district). (C-3 PUD Zoning)

As a gateway development to the City of La Vista, it is important for Southport West to pull the diverse project types listed above together into a development that has a sense of place and visual continuity created by common:

-Style

-Site Elements

-Building Elements

-Color Palettes

Each of the unifying elements listed above are discussed in more detail within their respective sections of this document.

5. SOUTHPORT WEST STYLE

I. GENERAL STYLE REQUIREMENTS

A. All buildings within the Southport West development should have an eclectic style that is weighted towards the historical which will give the development life and vitality from the complexity and detail of building forms, richness of materials and detailing, and commonality of materials and colors. Variation to the style may be acceptable in portions of the development contingent upon a strong use of common building elements and landscaping. Evaluation of the appearance of the projects shall be based on the quality of its design and relationship to the surroundings and provide a comfortable pedestrian scale experience. See Appendix A for a graphic example of the preferred eclectic Southport West Style.

II. SPECIFIC STYLE REQUIREMENTS

A. **BASE, MID-FACADE AND CORNICE:** All buildings shall have a recognizable base, mid-façade (or middle), and cornice. Proportionally the mid-façade shall comprise the largest percentage of the building, followed by the base, which, in turn, is followed by the cornice.

1. A **recognizable base** can be achieved by, but not limited to:
 - a. Change in plane and color between the base and mid-façade
 - b. Change of material and color from the mid-façade.
2. A **recognizable mid-façade** (middle) shall:
 - a. Be compromised of the primary building material(s).
3. A **recognizable cornice** can be achieved by, but not limited to:
 - a. Change in plane and color between the cornice and mid-façade.
 - b. Change of material and color from the mid-façade.

B. **WINDOWS/ MULLIONS**

1. In keeping with the preferred historically weighted eclectic style selected for the Southport West development, it is desirable that all window openings would be smaller scaled “punched” windows. However, in understanding the needs of modern day business and varying styles, retail buildings may also have larger scaled “store-front” type openings, provided the punched windows remain dominant.
 - a. All window mullions shall be natural or clear anodized aluminum, green or copper in color.
 - b. If colored glass is used, the color shall be from the green color ranges. Clear, non-tinted glass may be used as an alternative.

C. **ROOFS**

1. All buildings shall have either flat roofs or pitched roofs.
 - a. Flat roofs shall have a slope of less than 1/12. They may be either adhered or ballasted. If adhered the membrane shall be in the lighter color ranges.
 - b. Pitched Roofs shall have a slope of 6/12 or greater. They shall be comprised of real or simulated tile, slate, concrete tile, or standing seam metal roofs of a color range that is complimentary to the main body color of the building façade and that is approved by the City.

D. DIVERSITY OF BUILDING MATERIALS

- Every building shall have a minimum of three (3) and a maximum of six (6) primary and/or secondary building materials.

1. Office Building Requirements

- a. The base shall be constructed from brick or one (1) or more of the Secondary building materials listed below, excluding E.I.F.S.
- b. The mid-façade (or middle) shall be constructed from (1) or more of the Primary building materials listed below. The Primary building materials shall comprise a minimum of 75% of the mid-façade for each elevation. The remaining 25% can be comprised of the Secondary building materials.
- c. The cornice shall be constructed from (1) or more of the Secondary building materials listed below or brick (clay).
- d. **Primary Building Materials** allowed for **Office Buildings**:
 - Brick (clay) of the color ranges as shown in Appendix B.
 - Natural or integrally colored composite stone laid horizontally in the color ranges as shown in Appendix B.
- e. **Secondary Building Materials** allowed for **Office Buildings**:
 - Brick (clay) of the color ranges as shown in Appendix B.
 - Natural or integrally colored composite stone laid horizontally in the color ranges as shown in Appendix B.
 - Integrally colored precast concrete with sufficient detail, pattern, or reveals to give scale. Color shall be in the color ranges as that shown in Appendix B.
 - Integrally colored split-faced concrete block. Color shall be in the color ranges as that shown in Appendix B.
 - Laminated metal panels (Alucobond or similar) of a natural aluminum color.
- f. Painted split-faced concrete block is only allowed as an accent and may comprise a maximum of 10% of any single building façade. Paint color shall be in the color range as that shown in Appendix B or of a color range that is complimentary to the main body color of the building façade and that is approved by the City.

2. Retail Building (includes all non-office commercial uses permitted within the zoning district) Requirements

- a. The base shall be constructed from (1) or more of the Secondary building materials listed below or brick (clay).
- b. The mid-façade (or middle) shall be constructed from (1) or more of the Primary building materials listed below. The primary building materials shall comprise a minimum of 60% of the mid-façade for each elevation. The remaining 40% can be comprised of the Secondary building materials.
- c. The cornice shall be constructed from (1) or more of the Secondary building materials listed below.
- d. **Primary Building Materials** allowed for **Retail Buildings** (includes hospitality and “big box” stores):
 - Brick (clay) of the color ranges as shown in Appendix B.
 - Quick Brick (An integrally colored concrete block unit 4” high, 16” long of the color ranges as shown in Appendix B).

- Natural or synthetic stucco (E.I.F.S.). Color shall be in the color ranges as that shown in Appendix B or selected as a complimentary color to the brick colors.
- Natural or integrally colored composite stone in the color ranges as shown in Appendix B.
- Integrally colored precast concrete with sufficient detail, pattern, or reveals to give scale. Color shall be in the color ranges as that shown in Appendix B.
- e. **Secondary Buildings Materials** allowed for **Retail Buildings** (includes all non-office commercial uses permitted within the zoning district)
 - Brick (clay) of the color ranges as shown in Appendix B.
 - Quick Brick (An integrally colored concrete block unit 4" high, 16" long of the color ranges as shown in Appendix B).
 - Natural or integrally colored synthetic stucco (E.I.F.S.). Color shall be in the color ranges as that shown in Appendix B or selected as a complimentary color approved by the City.
 - Natural or integrally colored composite stone in the color ranges as shown in Appendix B.
 - Precast concrete with sufficient detail, pattern, or reveals to give scale. Color shall be in the color ranges as that shown in Appendix B.
 - Integrally colored split-faced concrete block. Color shall be in the color ranges as that shown in Appendix B.
 - Laminated metal panels (Alucobond or similar) of a natural aluminum (or compatible) color.
 - Ribbed metal panels used as accent or screen of a color range that is complimentary to the main body color of the building façade and that is approved by the City.
 - Half log siding, provided such secondary material is used on retail buildings located in the area confined by Westport Parkway and West Giles Road.
- f. Painted split-faced concrete block is only allowed as an accent and may comprise a maximum of 10% of any building façade. Paint color shall be in the color range as that shown in Appendix B or of a color range that is complimentary to the main body color of the building façade and that is approved by the City.

3. General Material Requirements

- a. Typical at all exterior applied colors for building types shall be of a coating system similar to Tnemec, Kynar or powder coated finish providing long term coating life on substrate being coated. Material specifications shall be provided for review and approval.
- b. Primary materials are intended to be integral color with long, low maintenance life spans.
- c. Colors per Appendix B shall be in the native Nebraska color range. Stark colors are not intended within the district.

6. SITE ELEMENTS

I. SPECIFIC SITE ELEMENT REQUIREMENTS

A. Serpentine Sidewalks. All project sites that have public frontage on Westport Parkway and Southport Parkway shall provide and install a five (5) foot wide six (6) inch thick concrete sidewalk meandering through the combined green space created by the landscaped area 15' wide required on private property and the non-paved area of the street right-of-way. General layout is to be serpentine in nature, becoming alternately tangent to imaginary lines that are six (6) feet back from the curb and fifteen (15) feet inside the front property line. This pattern should repeat approximately every one hundred fifty (150) feet. Provide five (5) feet public easement for those portions of the walk located on private property. See Appendix C. Non-serpentine walks may be allowed based upon areas of restricting grade change. Such walks shall be six (6) inches thick, five (5) feet wide and located six (6) feet from the curb.

B. Green Space (Primary Streets Frontage). All project sites that have public frontage on the primary streets of Interstate 80, Giles Road and West Giles Road shall have a fifteen (15) foot wide landscape buffer planted, bermed and irrigated to meet the City of LaVista's Gateway Corridor landscape requirements, and maintained continuously along the public frontage of the streets listed above.

1. Plants for the green space shall be selected from the plant list provided in Exhibit "D" of the Southport West PUD Plan.
2. The area between the adjacent public street pavement and outer edge of the green space (property line) shall be designed by the Southport West developer and maintained as common areas.
3. Where the slope prohibits turf grass plantings and bank stabilization is recommended, a short grass prairie/wildflower mix may be planted with approval of the City.

C. Green Space (Secondary Street Footage). All project sites that have public frontage on the secondary streets of Westport Parkway and Southport Parkway shall have a fifteen (15) foot wide landscape buffer planted, bermed and irrigated in accordance to Appendix C, and maintained continuously along the public frontage of the streets listed above.

1. Plants for the green space shall be selected from the plant list provided in Exhibit C. Other plant material may be selected from the plant list provided in Exhibit "D" of the Southport West PUD Plan.
2. The area between the adjacent public street curb and the outer edge of the green space (property line) shall be incorporated into the overall design of the green space and maintained by the abutting property owner.
3. Where the slope prohibits turf grass plantings and bank stabilization is recommended, a short grass prairie/wildflower mix may be planted with approval of the City.

D. Green Space (interior). A ten (10) foot wide landscaped, turfed (sodded), and irrigated green space shall be established and maintained along all interior lot lines as required by the City of LaVista's Gateway Corridor Overlay District.

1. Plants for the green space shall be selected from the plant list provided in Exhibit "D" of the Southport West PUD Plan.

2. The ten (10) foot wide landscape requirement may be waived or modified when public parking, parking islands or a campus plan is proposed.

E. Site Lighting. Developers within Southport West shall incorporate pole lights into their project to light parking lots, entry plazas, etc.; those pole lights shall be the following:

1. Pedestrian Plaza and Feature lights. These shall be single or double headed light fixtures on a lower scaled pole with green and aluminum colors as shown in Appendix D. Specialized lighting fixtures in pedestrian plazas adjacent to the building in a solid dark green color with similar poles and bases may be allowed.
2. Parking Lot Lights. These shall be single or double-headed light fixtures on a taller pole with dark green ("DGRG" – RAL 6009) and aluminum ("DSPA" – RAL 7042) in color as shown in Appendix E and F.
3. The city shall provide the same style of lights, along all street rights-of-way. The color of such poles shall be black instead of green and aluminum.
4. The luminaries for all light fixtures shall be an appropriately sized fixture as shown in Appendix G.

F. Parking Lot Open Space. All parking areas over 25 cars shall provide a minimum of 10% of the total parking area as pervious open space, landscaped and irrigated per the PUD requirements.

G. Graded Areas. Where natural or existing topographic patterns contribute to the beauty and utility of a development, they shall be preserved and enhanced. Modification to topography will be permitted where it contributes to good appearance. All modifications to topography shall be designed to provide a varied and more natural grading appearance. Consistent, even topography that provides an engineered feel is not acceptable.

H. Storm Water Management. Storm water management shall be integrated into the design of the site and landscaping. Storm water management criteria are found in the following reference materials:

1. Papillion Creek Watershed Partnership Storm Water Management Policies
2. Storm Water Management Regulations, Chapter 154 of the City of La Vista Municipal Code
3. City of La Vista Subdivision Regulations, 2003 Edition and latest amendments
4. Omaha Regional Storm Water Design Manual, Draft Revision of Chapter 8 dated June, 2012 or latest edition.
5. Nebraska Bioretention and Rain Garden Plants Guide, 2010 or latest edition as published by the UNL Extension Office.

Plant selection shall take into consideration the depth and duration of storm water ponding in water quality detention areas and shall take into consideration long term operation and maintenance requirements to remove accumulated pollutants and/or to replace amended soils.

I. Utilities. All new utility services shall be below grade.

7. BUILDING ELEMENTS

I. GENERAL BUILDING ELEMENT REQUIREMENTS

A. In order to encourage a proper balance of vitality and cohesiveness within the Southport West Development, two sets of Building Elements have been developed. The first set is a set of Mandatory Building Elements, which will be required for every project within Southport West.

The second set is a list of Optional Building Elements. All office and retail projects within Southport West must use a minimum of five (5) of the eight (8) Optional Building Elements in a significant way in the exterior design of the building promoting a pedestrian scale.

II. MANDATORY BUILDING ELEMENT REQUIREMENTS

A. **Roof Top Mechanical Screens.** All roof top mechanical units, including motel/hotel room units, shall be screened from view from public right-of-ways through the use of permanent architectural screens that are integrated with the overall design of the building.

1. The screen shall be constructed from the following:
 - a. Any of the Primary or Secondary Building Materials listed for the building's project type.
 - b. Pitched roof elements comprised of allowed roofing materials.
2. Screening solutions shall be provided from an elevation view.
3. All bracing of walls and parapets shall not be visible. All visible façade elements shall be of a finished material approved in the guideline. The use of tall walls creating a Hollywood type set or screening is not allowed. Intent: Provide forms not on sided façade.
4. Provide details and support information for all parapets and screening walls (building or ground mounted).

B. **Ground Level Mechanical Screens.** All ground level mechanical units shall be screened from view from public right-of-ways through the use of architectural screens that are integrated with the overall design of the building.

1. The screen shall be constructed from the following:
 - a. Any of the Primary Building Materials listed for the building's project type.
2. Provide details and support information for all screening walls (building or ground mounted).

C. **Refuse Screening.** All trash or refuse receptacles shall be screened from view from public right-of-ways through the use of architectural screens that are integrated with the overall design of the building.

1. The screen shall be constructed from the following:
 - a. Any of the Primary Building Materials listed for the building's project type.
2. If gates are utilized as part of the screen, they shall be constructed from the following:
 - a. Standard detail as shown in Appendix H.
3. If the refuse container is integrated with the dock area then the dock screening shall be sufficient.
4. Provide details and support information for all screening walls (building or ground mounted).

D. Dock Screening. All loading docks shall be screened from view from public right-of-ways through the use of one of the following:

1. Architectural screens that are integrated with the overall design of the building.
 - a. The screen shall be constructed from the following:
 - Any of the Primary Building Materials listed for the building's project.
2. Landscape screen of a density to screen 80% of the dock area from view within 3 years of planting. View shall be 80% screened all 12 months of the year.
3. Provide details and support information for all parapets and screening walls (building or ground mounted).

E. Drive-Through Locations. Transaction location at a drive-through shall not be on an arterial street frontage unless approved as part of a PUD plan due to site constraints.

F. Exterior Ladders. Exterior ladders are not allowed within the Gateway Corridor District.

G. Building Lighting. All buildings within the Southport West development shall be significantly lit at night with metal halide color lighting or LED (with a minimum of a five-year warranty). The lighting shall be tastefully done and shall highlight entrances, corners, and other architectural features.

H. Site Furniture. Site furniture, waste cans, directories, ash urns, bike racks, guard rails or railing enclosures, shall be as shown in the illustrations shown in Appendix I. The color of the site furnishings shall be Black or Turtle Green (RAL 6009). The use of site planters is encouraged in conjunction with other site furniture. Other styles of furniture may be used based upon specific materials used in the project and of a color range that is complimentary to the building. Alternative furniture shall be approved by the City.

III. OPTIONAL BUILDING ELEMENT REQUIREMENTS

A. Awnings. (Optional) The use of awnings as a colorful design element of Southport West is encouraged. Awnings should be repetitive and used in a significant way within the overall architecture of the building. Awnings shall be constructed of canvas.

B. Arches or Decorative Trusses (Optional). If arches are used they shall be elliptical flat arches with a recognizable keystone and extrados. Arches and/or decorative trusses should be repetitive and used in a significant way within the overall architecture of the building.

C. Square Columns (Optional). The use of columns in, porticos, and as a plane changing element is encouraged. All columns shall be square and shall have a recognizable base, middle, and top. Columns should be repetitive and used in a significant way within the overall architecture of the building. Columns shall be 12 inches square minimum. Round accent columns may be allowed in a case-by-case basis.

D. Pitched Roof (Optional). This element could be fulfilled by having the entire roof of the building pitched or simply having a major design element with a pitched roof. If a building has its entire or significant portion of its roof pitched, it shall have a slope of 6/12 or greater.

E. Curved Roof (Optional). This element could be fulfilled by having a major design element with a curved roof. The type and color of material used on the curved roof shall be complimentary to the style and color of the building.

F. Arbors (Optional). Arbors, pergolas, and trellises are encouraged. The design and material choice must be appropriate to the overall design of the building as well as to the development's historically eclectic style. Colors of the arbors shall be selected from the overall color palettes of the Southport West guidelines.

G. Porte' Cochere or Covered Vehicle Drop-off (Optional). The use of this building element should be constructed of a primary or secondary material and of a color range that is complimentary to the main body color of the building façade.

H. Water Feature (Optional). An outdoor water feature to enhance the architecture of the building and/or landscape may be considered an optional building element. Such water feature shall be comparable to the one located in La Vista's Parking Lot at Southport West. The feature shall be of an important scale adding to the texture and atmosphere of the project and Southport West. Water features should be:

- Visible and accessible, but not obstruct pedestrian or vehicular circulation.
- Designed without physical hazards and should not require major maintenance.
- Designed with consideration towards the look of the feature during months where the climate halts active operation.

I. Outdoor Art (Optional). The use of outdoor art to enhance the architecture of the building and /or landscape may be considered an optional building element. Such outdoor art shall be comparable to those located in La Vista's Parking Lot at Southport West. The feature shall be of an important scale adding to the texture and atmosphere of the project and Southport West. Outdoor art should be:

- Visible and accessible, but not obstruct pedestrian or vehicular circulation.
- Designed without physical hazards and cannot require major maintenance.

J. Outdoor Seating (Optional). The use of a significant outdoor seating area such as an amphitheater or plaza of a scale that is compatible to the building.

K. Arcade (Optional): The use of square (or round in case by case basis) columns in a repeating pattern in a roofed building element allowing pedestrian circulation. Arcade shall add texture and pedestrian scale to the project. All columns shall have a recognizable base, middle, and cap.

8. COLOR PALETTES

In order to encourage a proper balance of vitality and cohesiveness within the Southport development, Appendix B color ranges have been established. The inspiration for these color ranges is native Nebraska landscape colors (earth tones) and they have been grouped in the following categories:

No building shall have more than five (5) colors or less than three (3) colors. The following items shall not count as colors:

- Glass (unless it is tinted or reflective and used in a curtain wall system).
- Window mullions
- Mortar and caulk joints
- Signage

9. SIGNAGE

All signage shall comply with the City of La Vista Zoning Ordinance unless permitted in the Southport West PUD.

Signage requirements specific to the Southport West Development are as follows:

- All building signs shall be individual can letters. Color of letters is up to the building owner.
- All frontage monument signs shall be internally illuminated and shall be constructed per Appendix J.
- All incidental directional signs shall be of a green color with white or gray lettering to match the parking lot light poles.
- Menu Boards shall be incorporated as a site element and not be post mounted. No exposed utilities or conduit is allowed. Locate signs to minimize view from public ways and screened with landscaping or by other means.

10. EXCEPTIONS

The following exceptions may be considered at the discretion of the City of La Vista.

1. BUILDING MATERIAL EXCEPTION FOR RETAIL (not allowed for Office Buildings).
 - a. If the building is properly screened (landscape buffer, another building within a development, etc.) so that any given façade cannot be seen from a public right-of-way, that specific façade may be constructed entirely of secondary building materials as outlined for that specific building type.
2. BUILDING MATERIAL EXCEPTION FOR ALL BUILDING TYPES
 - a. If a particular building goes beyond the norm in complexity and detail of building forms and/or commonality of materials and colors, the City of La Vista may choose to relax the building material requirements (e.g. Let stucco or synthetic stucco (E.I.F.S.) become a primary building material).

11. PROCESS

SUBDIVISION APPROVAL

All Commercial Building projects within the City of La Vista need to receive subdivision approval. As a condition of its subdivision approval, all commercial building projects within the Southport West development will have to comply with the adopted PUD Plan and *Architectural and Site Design Guidelines*. The Developer shall place maintenance provisions for Building Design Criteria in restrictive covenants.

PRE-APPLICATION CONFERENCE (OPTIONAL):

A pre-application conference with city staff and/or a preliminary meeting with the city design review architect gives the applicant an opportunity to discuss plans before a great deal of time or money is expended. If a certain design is inappropriate, the applicant will know beforehand. Although this step is optional, **it is highly recommended.**

APPLICATION FOR DESIGN REVIEW:

The applicant needs to fill out the "Application for Design Review" and submit it along with the required submittals and fee. A listing of required submittals is included as part of the application form. The application fee required for this submittal shall be in accordance with LaVista's Master Fee Schedule.

DESIGN REVIEW:

The City of La Vista staff in association with the City Design Review Architect will review the submittal documents for compliance with the adopted PUD Plan and *Architectural and Site Design Guidelines* for Southport West.

SCHEDULE OF REVIEWS:

A completed application will take approximately three weeks to review. Incomplete applications may cause a delay. Additional reviews will be necessary for all revised submittals until a Certificate of Approval is issued.

CERTIFICATE OF APPROVAL:

Upon a successful review the City of La Vista will issue to the applicant a Certificate of Approval. A copy of this document will be attached to the Building Permit. The project's approval of the PUD requirements and design guidelines shall be

received prior to issuance of a conditional use permit (if required) and a building permit. All outstanding issues shall be corrected and documented prior to formal design approval.

APPEALS:

In the event where the Applicant, City staff and City Design Review Architect cannot come to an agreement the applicant may appeal the decision by requesting an amendment to the Subdivision Agreement and/or PUD Plan from the La Vista City Council.

OCCUPANCY PERMIT:

After the building permit is issued, all design requirements must be completed as approved in order for a Certificate of Occupancy to be issued.

**MAINTENANCE OF DESIGN
REQUIREMENTS:**

The Applicant must maintain the Design Requirements for the life of the project. In the event that they fail to do so, the City may revoke the Occupancy Permit.

12. APPENDIX A: Graphic of Southport West Style



13. APPENDIX B: Color Ranges



MORAINE COUNTRY LEDGESTONE (CSV-20042)



AUTUMN PRO-FIT LEDGESTONE (PF-8015)



WHITE OAK SOUTHERN LEDGESTONE (CSP-2023)



WALNUT SOUTHERN LEDGESTONE (CSV-2027)



CHARDONNAY SOUTHERN LEDGESTONE (CSV-2054)



PLATINUM PRO-FIT LEDGESTONE (PF-8017)

13. APPENDIX B: Color Ranges (continued)



HONEY COUNTRY LEDGESTONE (CSV-20005)



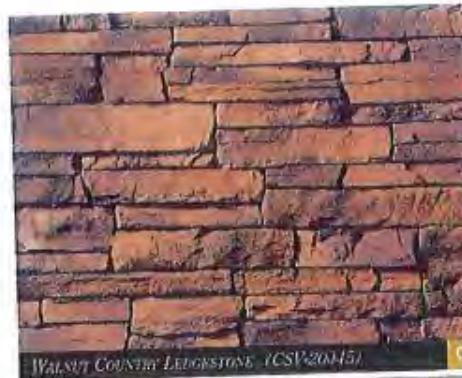
CHARDONNAY COUNTY LEDGESTONE (CSV-26006)



FAWN SOUTHERN LEDGESTONE (CSV-2026)



SHALE PRO-FIT LEDGESTONE (PF-8916)



WALNUT COUNTRY LEDGESTONE (CSV-20145)



FOG SOUTHERN LEDGESTONE (CSV-2028)

13. APPENDIX B: Color Ranges (continued)



CARAMEL COUNTRY LEDGESTONE (CSV-20097)



BROWN COBBLEFIELD (CSV-2021)



ASPEN COUNTRY LEDGESTONE (CSV-20098)



TEXAS CREAM COBBLEFIELD (CSV-2083)

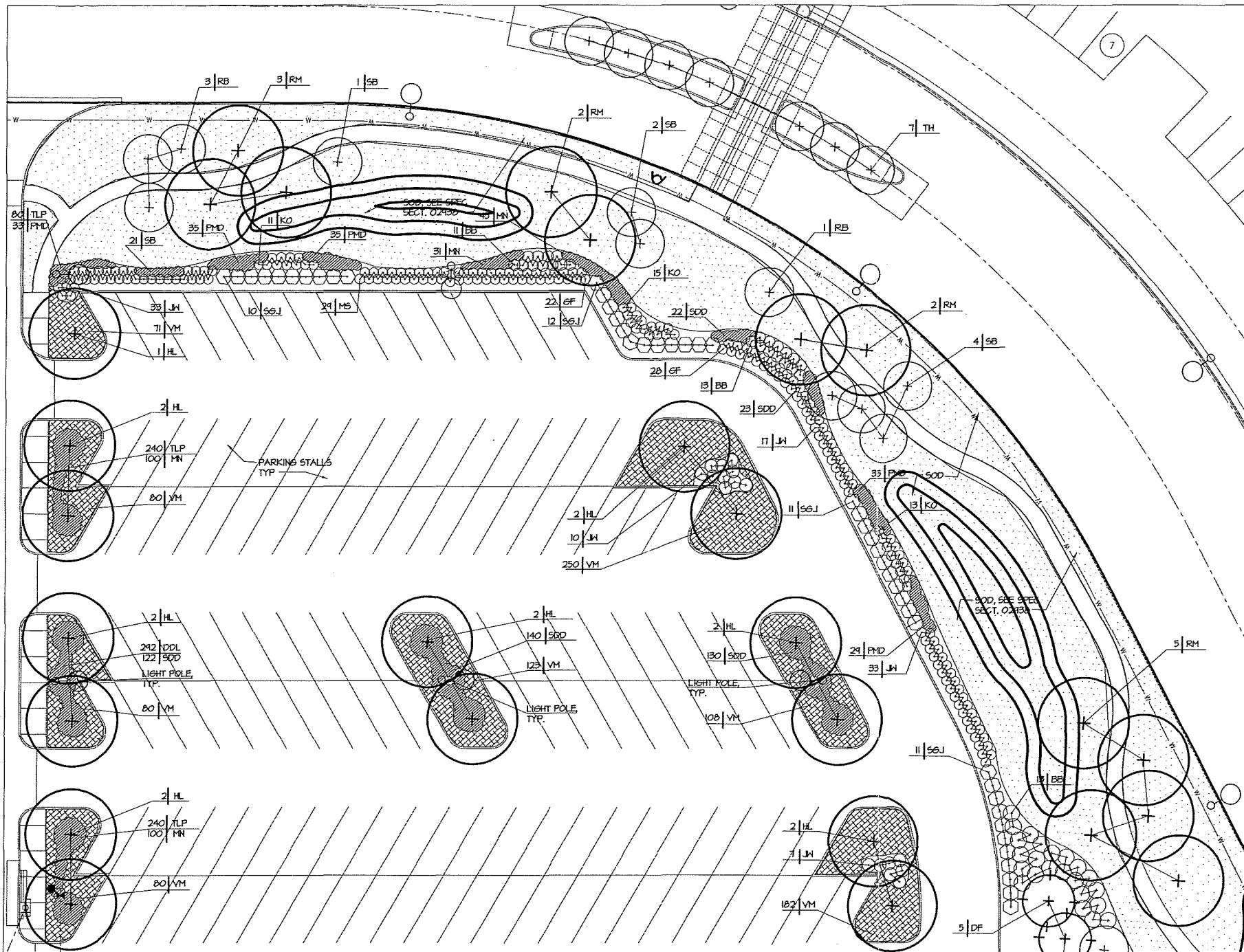


BUCKS COUNTY SOUTHERN LEDGESTONE (CSV-2056)



DESERT BLEND COBBLEFIELD (CSV-2066)

14. APPENDIX C: Sidewalk and Planting Layout



TYPICAL STREET & PARKING LOT PERIMETER PLANTING PLAN

SCALE: 1" = 20'-0"

PLANT SCHEDULE

DECIDUOUS SHADE TREES

Key Botanical / Common Name:
 HL Gleditsia triacanthos Inermis 'Shade Master' / Shademaster Honeylocust
 RM Acer rubrum 'Sunset' / Red sunset Maple

Size:
 3' CAL, B&B
 3' CAL, B&B

Description:
 Full crown, straight leader
 Full crown, straight leader

EVERGREEN TREES

Key Botanical / Common Name:
 CBS Picea pungens 'Glauca' / Colorado Blue Spruce
 DF Pseudotsuga menziesii / Douglas Fir

Size:
 6' B&B
 6' B&B

Description:
 Full Form
 Full Form

ORNAMENTAL TREES

Key Botanical / Common Name:
 SB Amelanchier canadensis / Serviceberry
 TH Crataegus crus-galli 'Inermis' / Thornless Cockspur Hawthorn
 RB Cercis canadensis / Eastern Redbud

Size:
 2' CAL, B&B
 2' CAL, B&B
 2' CAL, B&B

Description:
 Full crown, straight leader
 Full crown, straight leader
 Full crown, straight leader

DECIDUOUS SHRUBS

Key Botanical / Common Name:
 BB Berberis thunbergii 'Rose Glow' / Rose Glow Barberry
 MS Philadelphus 'Minuteman' / Miniature Snowflake Mockorange
 KO Rosa 'Knock Out' / Knock Out Rose
 NH Rosa 'Nearly Wild' / Nearly Wild Rose
 JH Spiraea 'Albiflora' / Japanese White Spirea
 AC Viburnum 'Trilobum' / American Cranberrybush
 DFV Viburnum plicatum / Doublefile Viburnum

Size:
 5' GAL
 5' GAL

Description:
 Full Form
 Full Form

EVERGREEN SHRUBS

Key Botanical / Common Name:
 SEJ Juniperus chinensis 'Sea Green' / Sea Green Juniper
 YEW Taxus media 'Densiformis' / Dense Yew

Size:
 5' GAL
 5' GAL

Description:
 Full Form
 Full Form

PERENNIALS

Key Botanical / Common Name:
 MN Salvia 'n. Mainacht' / May Night Salvia
 FMD Hemerocallis x 'Pardon Me' / Pardon Me Daylily
 SDD Hemerocallis 'Stella de Oro' / Stella de Oro Daylily
 BF Gaillardia 'Kobold' / Blanket Flower
 DFG Pennisetum alopecuroides 'Hameln' / Dwarf Fountain Grass
 KFG Calamagrostis 'Karl Foerster' / Karl Foerster Feather Reed Grass
 BLB Schizachyrium 'Blaze' / Blaze Little Bluestem
 VM Vincia minor / Periwinkle

Size:
 1' Gal
 4' Cont.

Description:
 18" o.c., trinig. spacing
 24" o.c., trinig. spacing
 24" o.c., trinig. spacing
 24" o.c., trinig. spacing
 18" o.c., trinig. spacing

BULBS

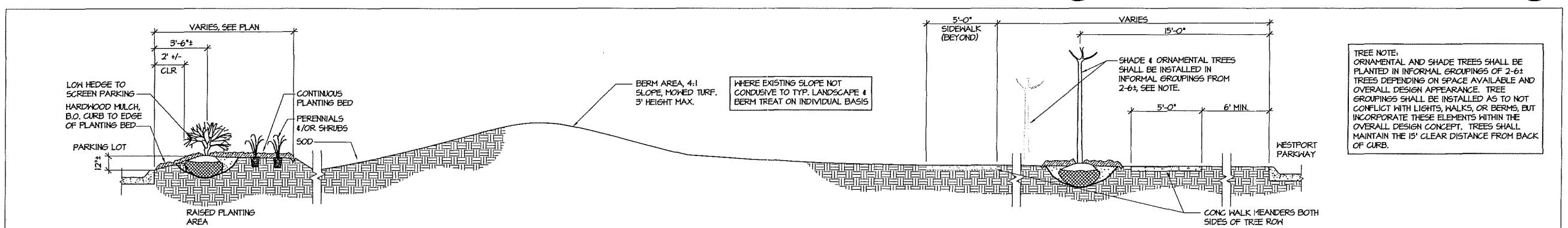
Key Botanical / Common Name:
 DDL Narcissus 'Sep.' / Sep. Daffodil
 TLP Tulipa 'Sep.' / Sep. Tulip

Size:
 Bulb
 Bulb

Description:
 Bulb
 Bulb

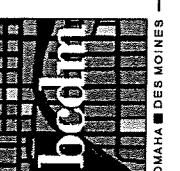
PLANT SCHEDULE

2



PLANTING SECTION DETAIL

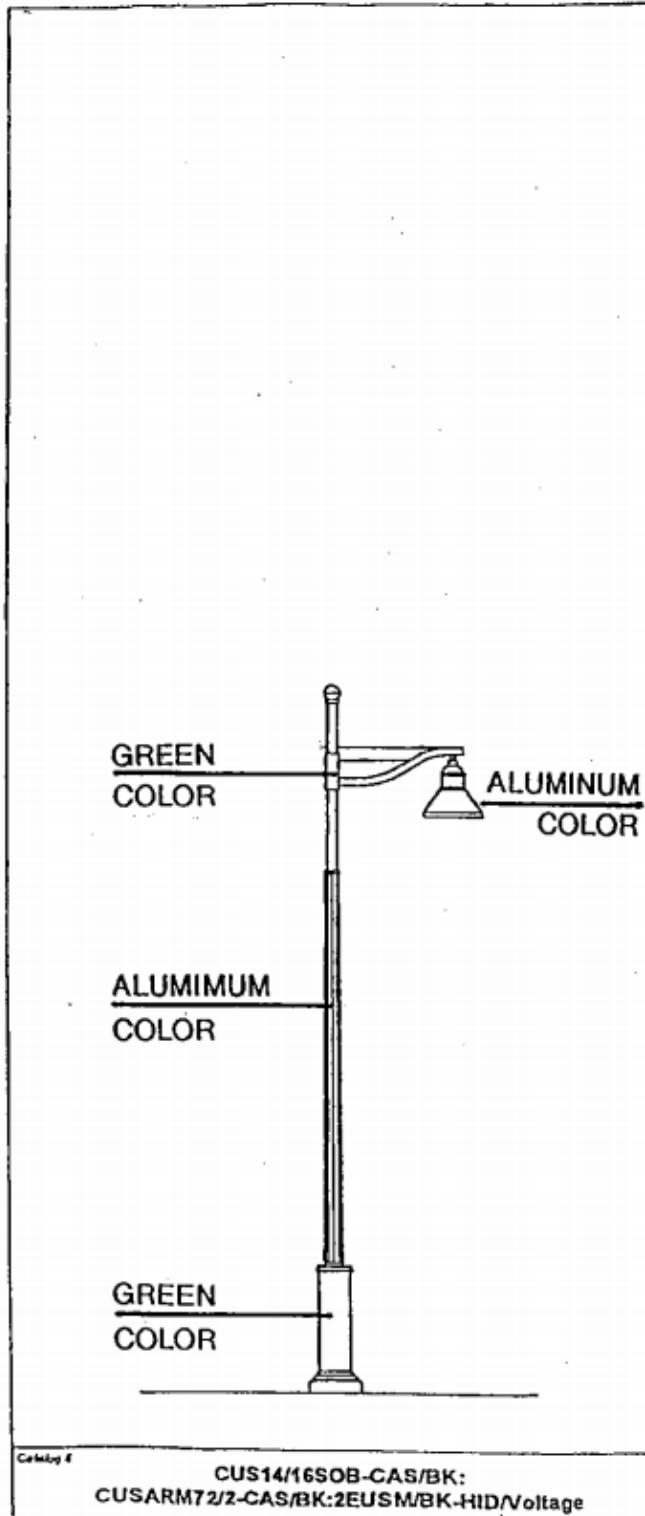
SCALE: 1/4" = 1'-0"



OMAHA ■ DES MOINES
BONN NO. 4300

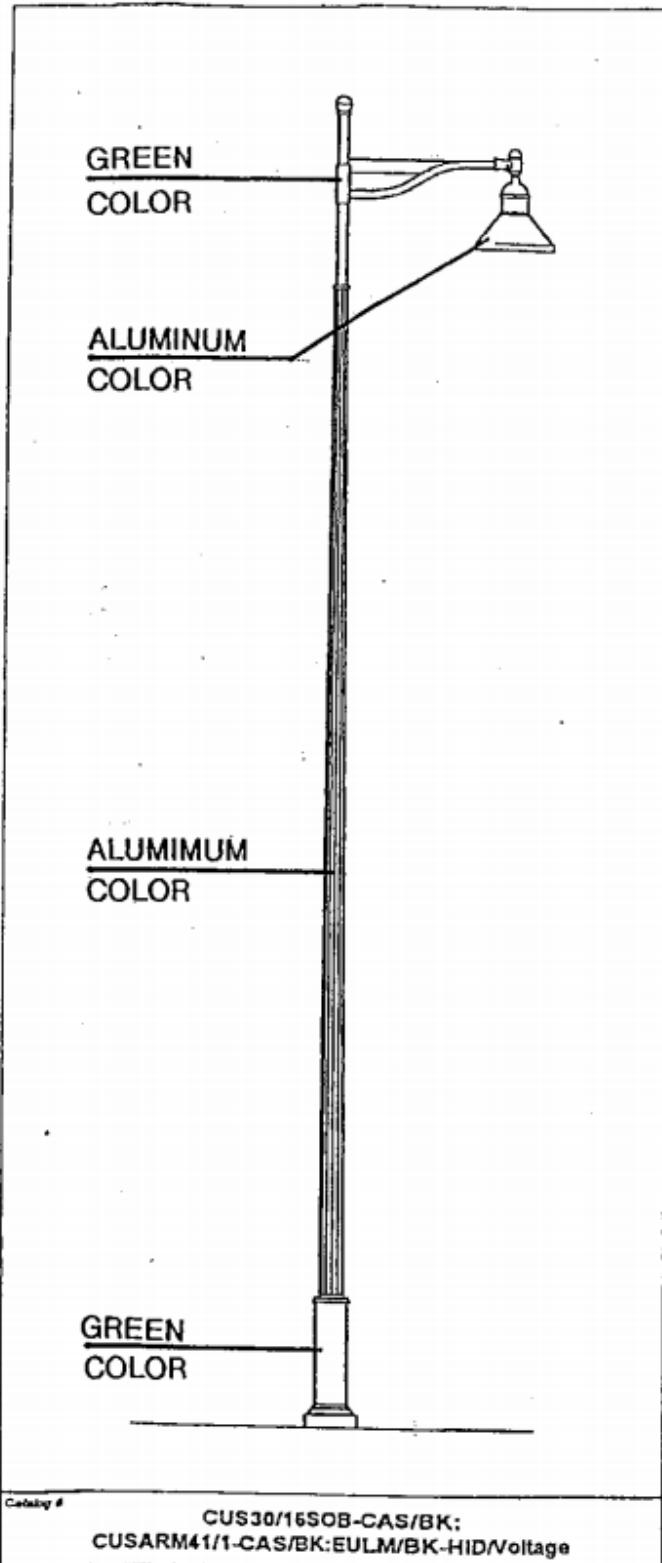
05 JUNE 2008

15. APPENDIX D: Pedestrian Lights



Custom Series Aluminum & Steel Post														
Post: Post shall be aluminum and steel construction, consisting of an 11-gauge, 6-sharp flat flute steel shaft with a custom tenon for luminaire arm mounting, and a spun aluminum slipover base. A handhole is located near the shaft base for wiring access.														
Arm: Luminaire arm shall be a two-way of steel construction, consisting of center extension with ball finial, (2) upswept arms with cast aluminum end filters with 1 1/2" NPT fitting for luminaire mounting. The crossarm measures 36" from post center to luminaire centers.														
Luminaire: Luminaire shall be 17 1/2"Ø x 18" tall with flat lens panel, cast aluminum ballast housing and munich-series luminaire dome.														
Luminaire shall be furnished with a high intensity discharge ballast and horizontal socket assembly.														
<table border="1"> <thead> <tr> <th>Lamp Type</th> <th>Mercury Vapor</th> <th>Metal Halide</th> <th>High Pressure Sodium</th> <th>Voltage</th> </tr> </thead> <tbody> <tr> <td>HID Socket Size</td> <td><input type="checkbox"/> H50 <input type="checkbox"/> MED <input type="checkbox"/> MOG</td> <td><input type="checkbox"/> M50 <input type="checkbox"/> M70 <input type="checkbox"/> H100 <input type="checkbox"/> H175</td> <td><input type="checkbox"/> S35 <input type="checkbox"/> S50 <input type="checkbox"/> M100 <input type="checkbox"/> M150 <input type="checkbox"/> M175</td> <td><input type="checkbox"/> 120 <input type="checkbox"/> 208 <input type="checkbox"/> 240 <input type="checkbox"/> 277 <input type="checkbox"/> 480 <input type="checkbox"/> QV</td> </tr> </tbody> </table>					Lamp Type	Mercury Vapor	Metal Halide	High Pressure Sodium	Voltage	HID Socket Size	<input type="checkbox"/> H50 <input type="checkbox"/> MED <input type="checkbox"/> MOG	<input type="checkbox"/> M50 <input type="checkbox"/> M70 <input type="checkbox"/> H100 <input type="checkbox"/> H175	<input type="checkbox"/> S35 <input type="checkbox"/> S50 <input type="checkbox"/> M100 <input type="checkbox"/> M150 <input type="checkbox"/> M175	<input type="checkbox"/> 120 <input type="checkbox"/> 208 <input type="checkbox"/> 240 <input type="checkbox"/> 277 <input type="checkbox"/> 480 <input type="checkbox"/> QV
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Anchorage: Post shall be furnished with (4) 3/4" x 17" x 3" hot-dip galvanized L-type anchor bolts, to be installed with a 3 1/2" projection each.														
Finish: Post, arm, and luminaires shall be furnished with a powder coat finish.														
<p>Anchorage Detail</p> <p>10 1/4" square anchor plate Ø16 5/16" base Ø5 1/2" opening Ø8 3/4" bolt-circle Ø10 1/4" bolt-circle handhole 0° 90° 180° 270°</p>														
Notes: All hardware shall be stainless steel. All easily accessible exterior hardware shall be tamper resistant. Post Height: 14'-0" Overall Height: 18'-0" Base Diameter: 16 9/16"														
date: 04-27-01	scale: none	dwg. no.:	L- 4826G											
<p>ANTIQUE Street Lamps 2011-8 West Rundberg Lane • Austin, TX 78768 (512) 977-8444 • Fax (512) 977-9522</p>														

16. APPENDIX E: Parking Lot Lights



<u>Custom Series</u> Aluminum & Steel Post																																							
Post: Post shall be aluminum and steel construction, consisting of an 11-gauge, 8-sharp flat flute steel shaft with a custom tenon for luminaire arm mounting, and a spun aluminum slipover base. A handhole is located near the shaft base for wiring access.																																							
Arm: Luminaire arm shall be of steel construction, consisting of center extension with ball finial, an upswept arm with cast aluminum end fitter with 1 1/2"NPT fitting for luminaire mounting. The crossarm measures 51 1/2" from post center to luminaire center.																																							
Luminaire: Luminaire shall be 25"Ø x 23" tall with flat lens panel, cast aluminum ballast housing and munich-series luminaire dome.																																							
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Anchorage: Post shall be furnished with (4) 1" x 36" x 3" hot-dip galvanized L-type anchor bolts, to be installed with a 4 1/8" projection each.																																							
Finish: Post, arm and luminaire shall be furnished with a powder coat finish.																																							
<p style="text-align: center;"><u>Anchorage Detail</u></p>																																							
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ANTIQUE Street Lamps 2011-B West Rundberg Lane • Austin, TX 78756 (512) 977-8444 • Fax (512) 977-9622																																							

17. APPENDIX F: Parking Lot Lights

Catalog #
CUS30/16SOB-CAS/BK;
CUSARM82/2-CAS/BK:2EULM/BK-HID/Voltage

Custom Series
Aluminum & Steel Post

Post:
Post shall be aluminum and steel construction, consisting of an 11-gauge, 8-sharp flat flute steel shaft with a custom tenon for luminaire arm mounting, and a spun aluminum slipover base. A handhole is located near the shaft base for wiring access.

Arm:
Luminaire arm shall be a two-way of steel construction, consisting of center extension with ball finial, (2) upswung arms with cast aluminum end filters with 1 1/2" NPT fitting for luminaire mounting. The crossarm measures 51 1/2" from post center to luminaire centers.

Luminaire:
Luminaire shall be 25" Ø x 23" tall with flat lens panel, cast aluminum ballast housing and munich-series luminaire dome.

Luminaire shall be furnished with a high intensity discharge ballast and horizontal socket assembly.

Lamp Type	Mercury Vapor	Metal Halide	High Pressure Sodium	Voltage
HID Socket Size	<input type="checkbox"/> H60	<input type="checkbox"/> M60	<input type="checkbox"/> S36	<input type="checkbox"/> 120
	<input type="checkbox"/> H75	<input type="checkbox"/> M70	<input type="checkbox"/> S50	<input type="checkbox"/> 208
Q-MED	<input type="checkbox"/> H100	<input type="checkbox"/> M100	<input type="checkbox"/> S70	<input type="checkbox"/> 240
Q-MOG	<input type="checkbox"/> H175	<input type="checkbox"/> M160	<input type="checkbox"/> S100	<input type="checkbox"/> 277
	<input type="checkbox"/> H250	<input type="checkbox"/> M175	<input type="checkbox"/> S150	<input type="checkbox"/> 400
		<input type="checkbox"/> M250	<input type="checkbox"/> S250	<input type="checkbox"/> 480

Anchorage:
Post shall be furnished with (4) 1" x 36" x 3" hot-dip galvanized L-type anchor bolts, to be installed with a 4 1/8" projection each.

Finish:
Post, arm, and luminaires shall be furnished with a 'black' powder coat finish.

Anchorage Detail

Notes:
All hardware shall be stainless steel. All easily accessible exterior hardware shall be tamper resistant.
Post Height: 30'-0" Overall Height: 36'-0"
Base Diameter: 18 9/16" Ø

date: 04-27-01 scale: none dsg. no.: L- 4826E

ANTIQUE Street Lamps
2011-B West Rundberg Lane • Austin, TX 78758
(512) 977-6444 • Fax (512) 977-9622

18. APPENDIX G: Luminaries

MUNICH SERIES Large Luminaires



EM25RT GCSG

SPECIFICATIONS

DESCRIPTION

The luminaire shall consist of a ballast housing and skirt with internal reflector and horizontal lamp. Lens shall be flat, sag, half sphere or drop globe.

DIMENSIONS

Dimensions shall be as detailed on the back page.

MATERIALS

The ballast housing and skirt shall be cast aluminum. Globe material shall be clear glass, flat or sag, or clear acrylic, half sphere or drop globe. The reflector shall be anodized and segmented for superior uniformity and control. All hardware shall be stainless steel.

INSTALLATION

The luminaire shall have 1.5" female, NPT at top for mounting to Eurotique™ 5" diameter arms. The globe shall be gasketed and mounted on an aluminum ring which is hinged to the skirt and furnished with a captive screw for easy relamping. The reflector shall pivot and be secured with a captive screw for easy access to the ballast plate. The ballast and socket assembly shall be furnished with a quick disconnect plug and mount on a removable ballast plate.

FINISH

For finish specifications and color options, see "Finish" section in catalog.

LIGHT SOURCE

Luminaires shall be furnished with an H.I.D. ballast and socket assembly. Luminaire shall be UL listed and labeled as suitable for wet locations. Socket shall be glazed porcelain, mogul base, with a copper alloy nickel plated screw shell and center contact. Ballast shall be core and coil, high power factor, regulating type.

CERTIFICATION

Upon request, manufacturer shall supply UL file # and listing information.

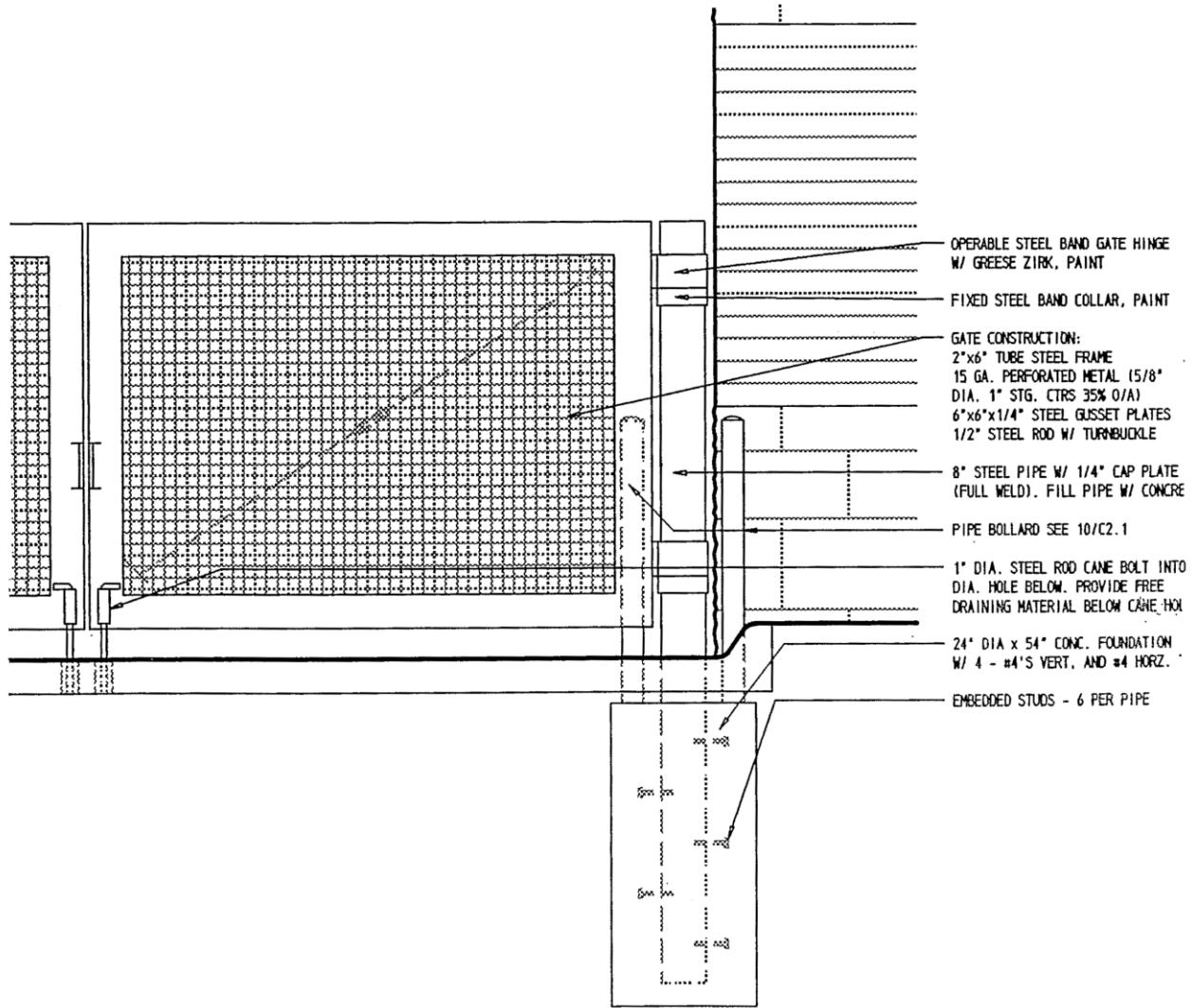
PHOTOMETRY

See "Eurotique™ PHOTOMETRICS" tab in catalog.

EUROTIQUE™
Architectural Lighting

An **Acuity** Brands Company

19. APPENDIX H: Dumpster Screening Detail



Typical at all exterior applied colors for all building types shall be of a coating system similar to Tnemec, Kynar or powder coated finish providing long term coating life. Galvanized finish is also acceptable. Material specifications shall be provided for review and approval.

20. APPENDIX I: Site Furniture

McCONNELL



McConnell series is covered by one or more of the following: patent no. des. 413,449; 421,824; 423,166; 423,239; 457,701.



MC26

 Eligible product for shipping in 15 business days.
See page 90 for complete details.



MC24
MC26
MC28

\$1070
\$1180
\$1315

McConnell bench with back 4'
McConnell bench with back 6'
McConnell bench with back 8'



MC2CU4
MC2CU6
MC2CU8

\$1685
\$1825
\$2790

McConnell curved bench
with back 4'
McConnell curved bench
with back 6'
McConnell curved bench
with back 8'



MC16



MC14
MC16
MC18

\$785
\$850
\$995

McConnell flat bench 4'
McConnell flat bench 6'
McConnell flat bench 8'

All site furnishings shall be McConnell series benches with back, MC24, MC26, MC28; All shall be black or turtle green RAL6009 powder coated finish.

Manufactured by Keystone Ridge Designs.

20. APPENDIX I: Site Furniture



MC3-22 \$1070 McConnell litter receptacle
22 gal
MC3-32 \$1135 McConnell litter receptacle
32 gal
MC3-38 \$1185 McConnell litter receptacle
38 gal



MC5 \$555 McConnell ash urn



MCA5 \$690 McConnell ash/trash



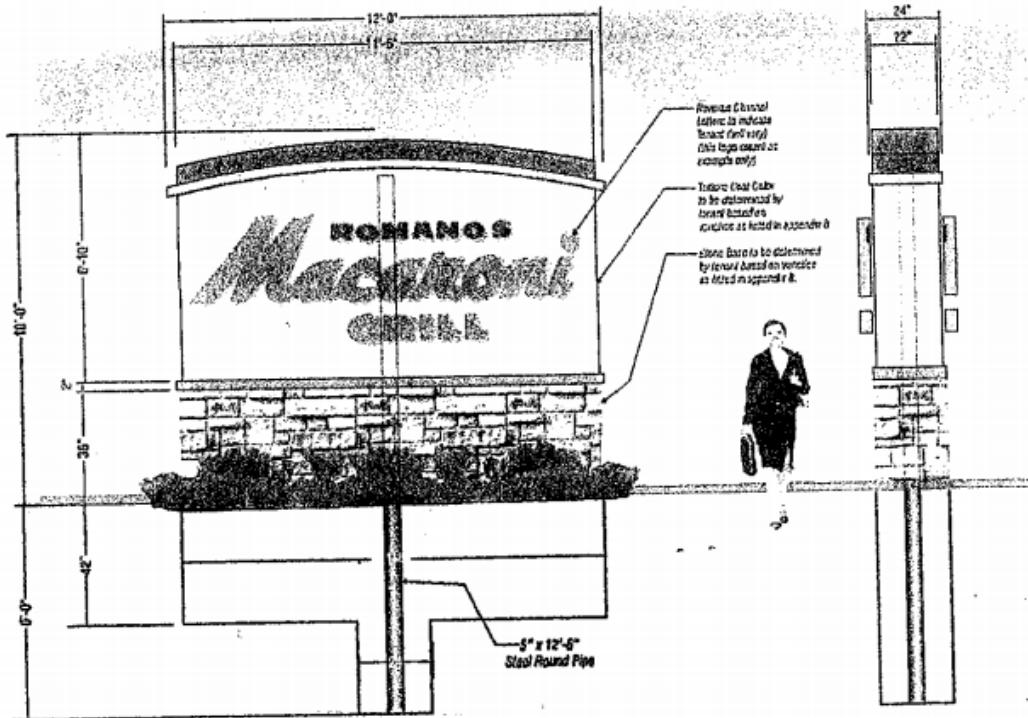
MC4-22 \$1170 McConnell planter 22 gal
MC4-32 \$1235 McConnell planter 32 gal
MC4-38 \$1285 McConnell planter 38 gal



MC22 \$995 McConnell chair

All site furniture shall be McConnell ash urn, MC5, MC5a, and trash receptacles, MC3-22, MC3-32. All shall be black or turtle green RAL6009 powder coated finish.

21. APPENDIX J: Monument Sign



PROJECT IDENTIFICATION SIGN

Each lot shall be allowed one monument sign located 10' from the property line. Monument sign height shall be 10'-0". Maximum size of sign shall be 50 square feet. The sign may be double sided. The entire surface face of the sign construction shall be counted to the total square footage of the sign.

The sign shall be similar in construction to the example shown.

APPROVED PLANT LIST

Southport West Development
La Vista, Nebraska

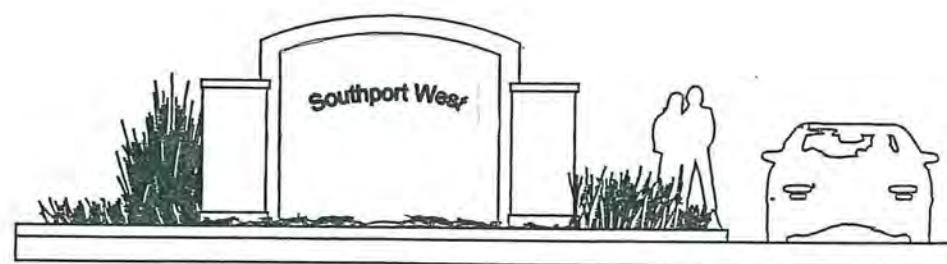
Exhibit D

APPROVED PLANT LIST – SOUTHPORT WEST

(OTHER PLANT MATERIAL MAY BE APPROVED BY THE CITY OF LA VISTA)

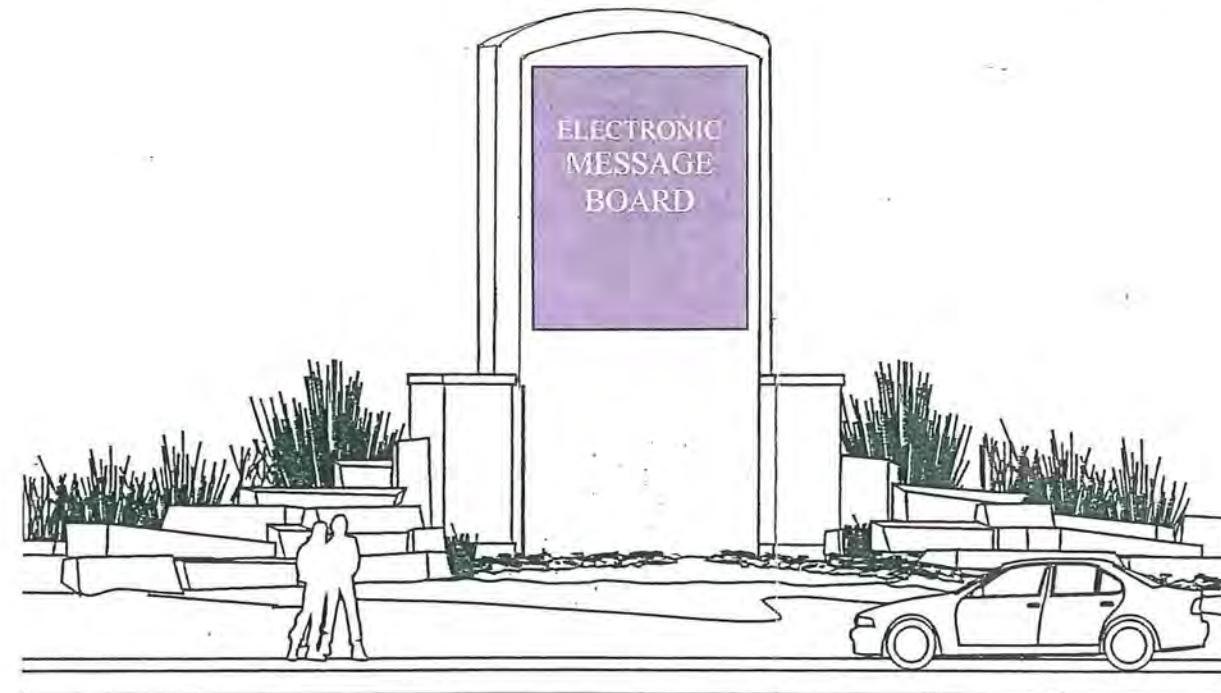
COMMON NAME	BOTANICAL NAME
OVERSTORY TREES	
RED SUNSET MAPLE	ACER RUBRA 'SUNSET'
AUTUMN BLAZE MAPLE	ACER x FREEMANJI
LEGACY SUGAR MAPLE	ACER SACCHARUM 'LEGACY'
GREEN MOUNTAIN MAPLE	ACER SACCHARUM 'GREEN MOUNTAIN'
COLUMNAR NORWAY MAPLE	ACER PLATANOIDES 'COLUMNARE'
RIVER BIRCH	BETULA NIGRA
SHADEMASTERLOCUST	GLEDISTIA TRICANTHOS INERMIS
NORTHERN RED OAK	QUERCUS RUBRA
FREEMAN MAPLE "MARMO"	ACER SACCHARINUM
UNDERSTORY TREES	
APPLE SERVICEBERRY	AMALANCHIER GRANDIFLORA
AMUR MAPLE	ACER GINALLA
SEVERAL VARIETIES ·FLOWERING CRABS	MALLIS x HYBRIDS
JAPANESE TREE LILAC	SYRINGA RETICULATA
STAR MAGNOLIA	MAGNOLIA STELLATA
COCKSPUR HAWTHORNE	CRATAEGUS CRUGALI 'THORNLESS'
BRADFORD PEAR	PYRUS CALLERYANA
EVERGREEN TREES	
WHITE (CONCOLOR) FIR	ABIES CONCOLOR
WHITE PINE	PINUS STROBUS
COLORADO GREEN SPRUCE	PICEA PUNGENS
NORWAY SPRUCE	PICEA ABIES
BLACKHILLS SPRUCE	PICEA GLAUCA DENSATA
COLORADO BLUE SPRUCE	PICEA PUNGENS 'GLAUCA'
DOUGLAS FIR	PSEUDOTSUGA MENZIESII (TAXIFOLIA)
DECIDUOUS SHRUBS (TO BE PLANTED IN MASSES)	
JAPANESE BARBERRY	BERBERIS THUNBERGII
DWARF WINGED EUONYMUS	EUONYMUS ALATUS COMPACTUS
REDOZIER DOGWOOD	CORNUS SERICEA(STOLONIFERA)
VARIEGATED DOGWOOD	CORNUS ELEGANTISSIMA
BRONXENSIS FORSYTHIA	FORSYTHIA HYBRID
DWARF KOREAN LILAC	SYRINGA MEYERI
MISS KIM LILAC	SYRINGA VELUTINA 'MISS KIM'
SNOWBALL VIBURNUM	VIBURNUM OPULUS 'ROSEUM'
EUROPEAN CRANBERRYBUSH VIBURNUM	VIBURNUM OPULUS
JUDDI VIBURNUM	VIBURNUM 'JUDDI'
MOHICAN VIBURNUM	VIBURNUM LANTANA 'MOHICAN'
KNOCKOUT ROSE	ROSA 'KNOCKOUT'
CRANBERRY COTONEASTER	COTONEASTER APICULATA
LITTLE PRINCESS SPIREA	SPIRAEA JAPONICA 'LITTLE PRINCESS'
SHIROBANA SPIREA	SPIRAEA JAPONICA 'SHIBORI'
FROEBEL SPIREA	SPIRAEA BUMALDA 'FROEBELII'
EVERGREEN SHRUBS	
SEA GREEN JUNIPER	JUNIPERUS CHINESIS 'SEA GREEN'
GLOBE BLUE SPRUCE	PICEA PUNGENS 'GLAUCA GLOBOSA'
DWARF YEW	TAXUS CUSPIDATA NANA
DENSE YEW	TAXUS MEDIA 'DENSIFORMIS'
HICKS YEW	TAXUS MEDIA 'HICKSII'
ORNAMENTAL GRASSES	
FOXTAIL FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'HAMEIN'
PRAIRIE DROPSEED	SPOROBOLUS HETEROLEPSIS
MAIDEN GRASS	MISCANTHUS SINENSIS
KARL FORESTER FEATHER REED GRASS	CALAMAGROSTIS 'KARL FORESTER'
BLUEFESCUE	FESTUCA GLAUCA 'ELIJAH BLUE'





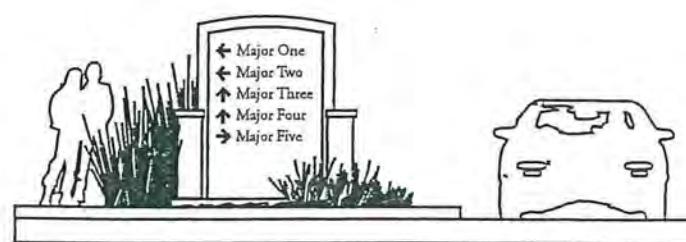
Subdivision Signs

SCALE: 1/8" = 1'-0"



Identification Sign

SCALE: 1/8" = 1'-0"



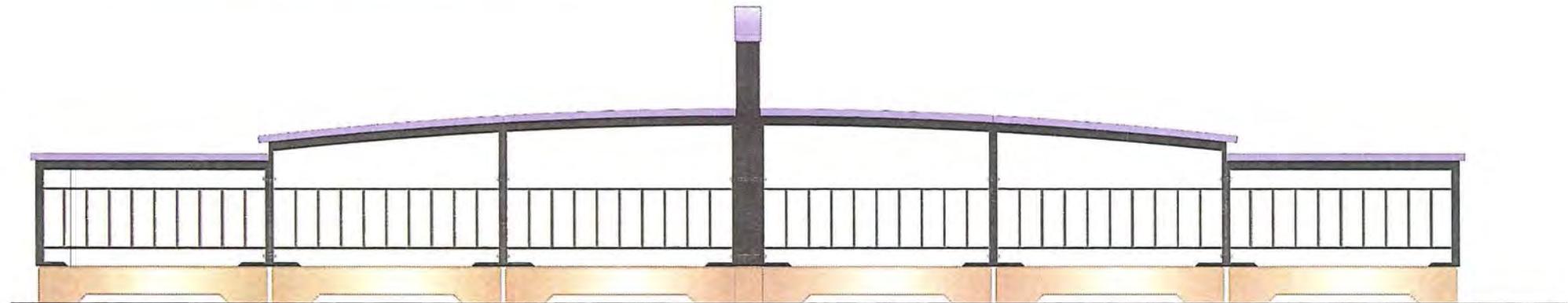
Project Directory Sign – Vehicular

SCALE: 1/8" = 1'-0"



Project Directory Sign – Pedestrian

SCALE: 1/8" = 1'-0"



Option 4: All Black, Black Rail



Cart Corral

La Vista, Nebraska

12 August 2009
AG25 Rev. 4412 LR

PLAN & ELEVATIONS

Beringer Ciaccio Dennell Mabrey
architecture • landscape architecture • interior design • construction management

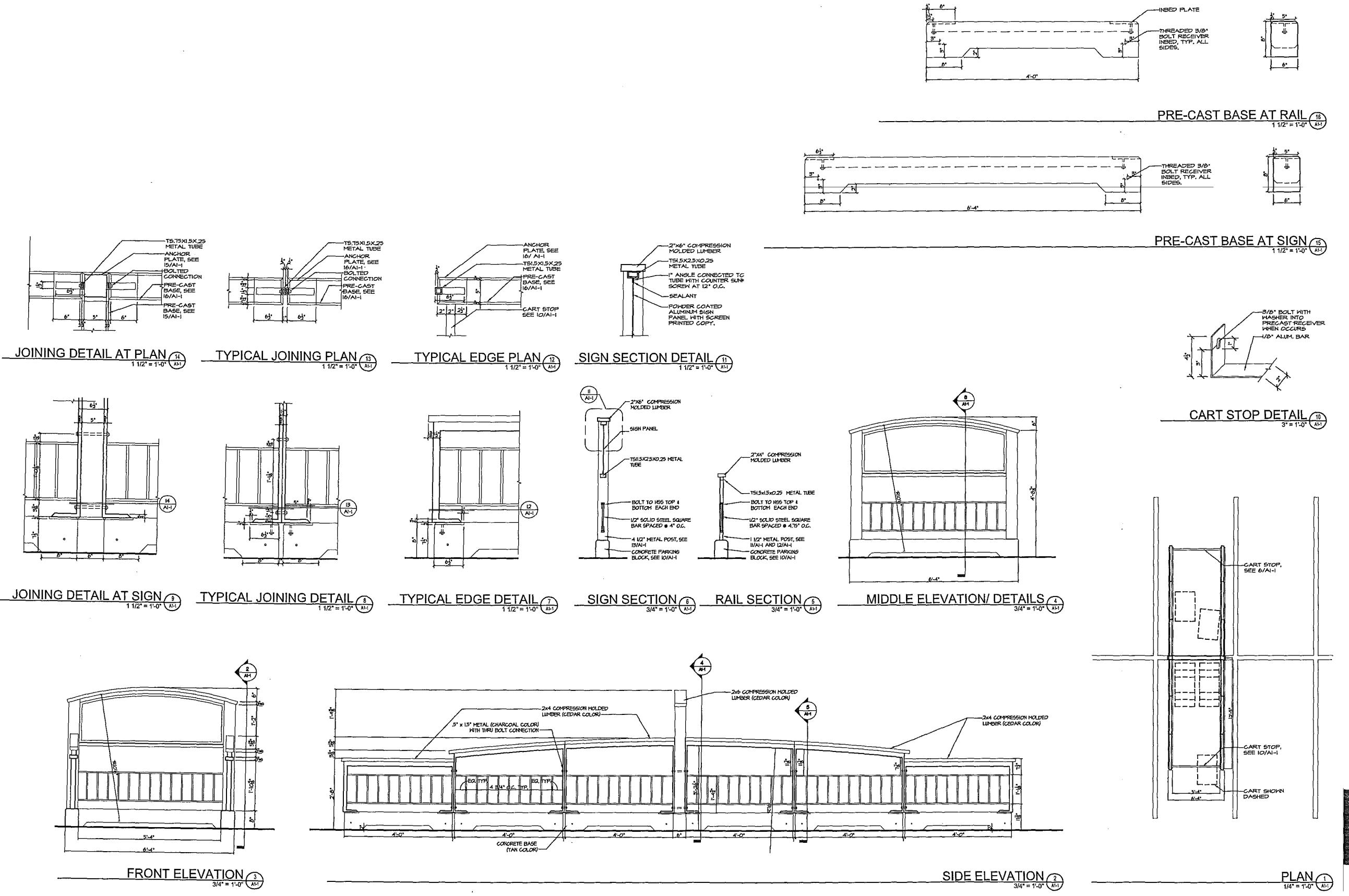


Exhibit "F"

bebeum CART CORRAL

WILHELM JÄNNEL MAURER | ARCHITECTURE, LANDSCAPE ARCHITECTURE, INTERIOR DESIGN, CONSTRUCTION MANAGEMENT

OMAHA



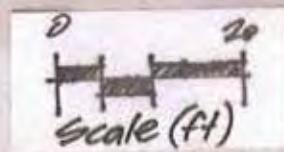
bedm

La Vista Planting Designs

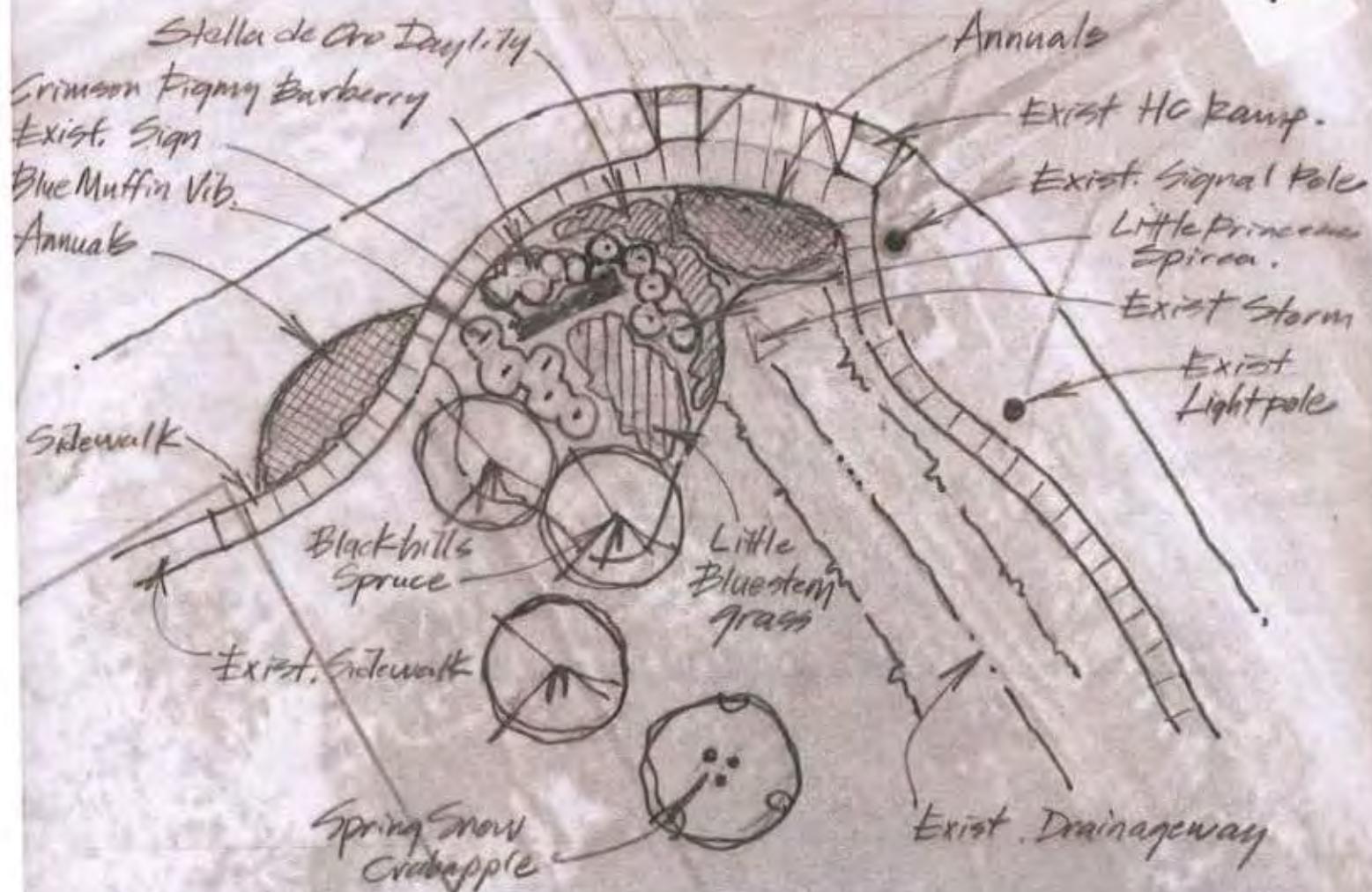
as of 9/2/09



Southpoint Parkway



Circle Rd.



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 16, 2016 AGENDA

Subject:	Type:	Submitted By:
ZONING TEXT AMENDMENTS — PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT, PARKING & LANDSCAPING	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to amend Section 5.15, PUD Planned Unit Development (Overlay District), Section 7.07, Off-Street Parking, and Section 7.17, Landscaping Requirements, of the Zoning Ordinance.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approve.

BACKGROUND

A public hearing has been scheduled to consider amendments to Section 5.15, PUD Planned Unit Development (Overlay District), Section 7.07, Off-Street Parking, and Section 7.17, Landscaping Requirements, of the Zoning Ordinance.

La Vista's PUD District currently has an approval process which consists of two parts – approval of a preliminary PUD plan and a final PUD plan. Since a PUD plan is a site plan, there is generally no reason to review it twice. This two-step process extends the time required for site plan approval without any discernable benefit. In an effort to increase efficiency, staff has drafted the attached amendments to the PUD section of the Zoning Ordinance which would condense the requirements into a single PUD plan application, and make other minor revisions. The additional edits to the parking and landscaping regulations were needed to remove references to a preliminary or final PUD plan.

A red-line copy of the proposed amendments is attached.

The Planning Commission held a public hearing on January 21, 2016, and recommended approval of the proposed amendments by a vote of seven in favor and one opposed.

Memorandum



To: Planning Commission

From: Christopher Solberg, City Planner

Date: 2/10/2016

Re: Public Hearing regarding text amendments to the Zoning Ordinance – Sections 5.15 (Planned Unit Development District), 7.07 (Off-Street Parking: Shared Parking), and 7.17 (Landscaping Requirements).

La Vista's Planned Unit Development (PUD) application process currently has two parts - a preliminary application and a final application. This separation causes an undue extension of the process without any discernible benefit. In an effort to increase efficiency, staff has edited Section 5.15 (PUD), Section 7.07 (Parking), and Section 7.17 (Landscaping) to eliminate the need for a Preliminary PUD application and a Final PUD application. The requirements have been condensed into a single PUD application.

Additional edits to Section 5.15 (PUD) of the Zoning Ordinance were added to clean up the language of the section, providing for better interpretation and implementation.

Redline copies of the aforementioned sections are attached.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed amendments.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public hearing on January 21, 2016 and recommended, through a vote of 7 in favor and 1 against, amendments to Sections 5.15, 7.07, and 7.17 of the Zoning Ordinance.

Section 5.15 PUD PLANNED UNIT DEVELOPMENT DISTRICT (Overlay District)

5.15.01 Intent: The intent of the PUD District is to encourage ~~the creative design of new living and retail areas, as distinguished from subdivisions of standard lot sizes, in order to permit such creative design~~ in buildings, open space, and their inter-relationship while protecting the health, safety, and general welfare of existing and future residents of surrounding neighborhoods.

The PUD District is an overlay zone. Although the specific conditions within this district are predetermined, the location of a proposed district must be carefully reviewed to assure that these conditions can be met.

5.15.02 Recommendation, findings of fact and development sizes

The planning commission, in its minutes, shall set forth its reasons for recommendation of approval or denial of the application for a PUD District, along with specific evidence and facts showing that the proposal meets or does not meet the following conditions.

- 5.15.02.01 Said planned unit development shall be in general conformity with the provisions of the La Vista Comprehensive Plan.
- 5.15.02.02 Said planned unit development shall not have a substantially adverse effect on the development of the neighboring area.
- 5.15.02.03 The minimum size allowed for a PUD District shall be 3 acres.
- 5.15.02.04 Permitted uses, lot sizes, Hheight limits, bulk, density, parking, and setback requirements may be varied so as to promote an efficient and creative PUD District.

5.15.03 Use regulations.

In the PUD District no building, structure, land, or premises shall be used, and no building shall be erected, constructed, or altered, except for mixed-use development or any use permitted in R-1 through R-4 Districts inclusive and C-1 through C-3 Districts, and I-1 and I-2 Districts. All uses in the underlying zoning district may be permitted or conditionally permitted, unless certain uses are limited by City Council. Additionally, other uses (outside the underlying zoning district) may be allowed by City Council to promote mixed-use development.

5.15.04 Standards and conditions for development.

A planned unit development shall ~~not be inconsistent with the following general standards for use of land, and the use, type, bulk, and location of buildings, the density or intensity of use, open space, and public facilities, and the development by geographic division of the state.~~

- 5.15.04.01 The applicant shall submit a schedule of construction. The proposed construction shall begin within a period of twelve (12) months following the approval of the ~~final~~ application by the City Council. A minimum of fifty (50) percent of the total planned construction shown on the final plan shall be completed within a period of five (5) years following such approval or the ~~Final~~ PUD plan shall expire. The period of time established for the completion of the development may be modified from time to time by the City Council upon review and recommendation by the Planning Commission upon the showing of good cause by the developer.
- 5.15.04.02 The developer shall provide and record easements and covenants, shall make such other arrangements, and shall furnish such performance bonds, escrow deposit, or other financial guarantees for public improvements as may be determined by the City Council to be reasonably required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion.
- 5.15.04.03 The site shall be accessible from public roads and/or private roads that are adequate to carry the traffic that will be imposed upon them by the proposed development. The streets and driveways on the site of the proposed development shall be adequate to serve the residents or occupants of the proposed development.
- 5.15.04.04 The development shall not impose an undue burden on public services and facilities, such as fire and police protection.
- 5.15.04.05 The entire tract or parcel of land to be occupied by the planned unit development shall be held in single ownership or control, or if there are two (2) or more owners, the application for such planned unit development shall be filed jointly by all owners.
- 5.15.04.06 The location and arrangement of structures, parking areas, walks, lighting, and appurtenant facilities shall be compatible with the surrounding land uses, and any part of a planned unit

development not used for structures, parking and loading areas, or access ways shall be landscaped or left as common open space.

5.15.04.07 Adequate parking shall be provided for each building and use. Planned Unit Development (PUD) plans may reduce the minimum parking requirements, in Section 7.06, if parking is shared by more than one land use or business.

5.15.04.08 ~~When a commercial or industrial use within a PUD District abuts a residential district, a solid or semi-solid fence or wall at least six (6) feet high, but not more than eight (8) feet high, and having a density of not less than eighty (80) percent per square foot, shall be provided adjacent to any adjoining residential district, except in the event the adjacent residential district and the commercial developer are separated by a street right of way. If a fence or wall is constructed, then pedestrian connections shall be installed where appropriate to allow pedestrian movements from the residential district to the commercial uses. PUD Districts shall abide by Section 7.17 (Landscaping Requirements) of this ordinance to ensure suitable screening between developments is maintained.~~

5.15.04.09 All residential, commercial, and industrial buildings shall set back not less than twenty-five (25) feet from the right-of-way of any street and ten (10) feet from any district boundary lines that do not abut a street right-of-way. Additional setback from a heavily traveled thoroughfare may be required, when found reasonable by the Planning Commission and City Council for the protection of health, safety, and general welfare.

5.15.04.10 Building coverage shall not exceed the following percentages of the net developable area of each individual parcel of the total development for each type of planned unit development:

Residential, forty (40) percent maximum.

Commercial, sixty (60) percent maximum. (*Ordinance No. 882, 11-19-02*)

Industrial, sixty-five (65) percent maximum. (*Ordinance No. 882, 11-19-02*)

5.15.04.11 A minimum of thirty (30) percent of the net area of that part of a planned unit development reserved for residential use shall be provided for open space as defined by these regulations under Section 5.15.04.16 below. Common open space for the leisure and recreation shall be maintained, through a homeowner's association or other approved entity. (*Ordinance No. 950, 3-1-05*) Open space as defined under this zoning district shall mean land area of the site not covered by buildings, parking, structures, or accessory structures, except recreational structures. Common open space as defined under this zoning district shall mean open space which is accessible and available to all occupants or their guests.

5.15.04.12 The PUD District shall include such provisions for the ownership and maintenance of the common open spaces as are reasonably necessary to insure its continuity, care, conservation, and maintenance, and to insure that remedial measures will be available to the City Council if the common open space is permitted to deteriorate, or is not maintained in a condition consistent with the best interests of the planned unit development or of the entire community.

5.15.04.13 No single family residential lot shall have direct access onto an arterial street.

5.15.04.14 All commercial areas must have access via a collector or arterial street; however, no individual commercial use may have direct access onto collector or arterial streets, unless the access is shared among more than one lot or building.

5.15.04.15 Sidewalks shall be built to City specifications along all public and private streets; however, an alternative pedestrian and sidewalk plan may be required which provides pedestrian access between each building or use in the planned unit development.

5.15.04.16 When a developer intends to design a new concept development, the Planning Commission and City Council may grant lesser front, side, and rear yard setbacks, including zero (0) lot line setbacks.

5.15.04.17 Architectural design and style are not restricted; however architectural style should be consistent throughout the PUD District. See Gateway Corridor District Design Guideline Booklet for examples of developments considered meeting this concept. Evaluation of the appearance of a project shall be based on the quality of its design and relationship to surroundings.

5.15.04.18 Building materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways.

5.15.04.19	All building within the PUD District shall use harmonious colors and shall use only compatible accents.
5.15.04.20	Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form, and siting shall be used to provide visual interest. In multiple building projects, variable siting of individual buildings may be used to prevent a monotonous appearance.
5.15.04.21	Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be directed downward and excessive brightness avoided. Lighting shall be designed to a standard that does not impact adjoining properties, especially residential areas (i.e. Dark Sky compliant.)
5.15.05 Application for approval of <u>Preliminary PUD plan</u>.	
5.15.05.01	An application for a PUD shall be handled in the same manner prescribed for amending this Ordinance. The same requirements for notice, advertisement of public hearing, protests, and adoption shall be required as zoning changes.
5.15.05.02	The applicant shall prepare the <u>preliminary</u> PUD plan for review and approval by the planning commission. Said <u>preliminary</u> PUD plan shall include a site plan showing: <ol style="list-style-type: none"> Contours at intervals of two (2) feet or spot elevations on a one hundred (100) foot grid shall be required on flat land; Location, size, height, and use of all proposed structures in conformance with the yard requirements; All points of ingress and egress, driveways, circulation aisles, parking lots, parking spaces, and service areas; All pedestrian sidewalks and walkways for internal circulation among buildings within the PUD as well as existing and proposed perimeter sidewalks. All streets adjoining subject property and the width of the existing right-of-way; Areas set aside for public and private open space with the type of recreational facilities planned for each; Designation of individual parcels if the proposed development is to be set up in separate construction phases; Designation of individual lots if such lots are proposed to be sold to individual owners; Location of required screening; Location of natural features such as ponds, tree clusters, <u>and</u> drainageways, <u>and</u> <u>rock outcroppings</u>; Existing development on adjacent properties within two hundred (200) feet. The above-described site plan shall also include a section designated as "general provisions," and said section shall include the following when, said items are applicable: <ol style="list-style-type: none"> Net area in square feet or acres. (Note: Net area does not include land dedicated or necessary to be dedicated for public street right-of-way. If more than one parcel is proposed, designate net area by parcel as well as total net area.) Density of dwelling units per acre of the total dwelling units for the entire plan. Building coverage of the net area of the planned unit development by individual parcel or total development. The percentage of the development plan provided for common open space as defined by this regulation. If more than one parcel is proposed, a statement relating to the sequence of development shall be included. Required number of off-street parking spaces. Gross floor area proposed for commercial buildings. <u>All proposed land uses shall be listed by parcel.</u>
5.15.05.04	A statement or adequate drawings shall be included describing the manner for the disposition of sanitary waste and storm water.
5.15.05.05	The full legal description of the <u>boundaries parcels</u> of the property or properties shall be included in the planned unit development.

5.15.05.06 A vicinity map, shall be included, showing the general arrangement of streets within an area of one thousand (1,000) feet from the boundaries of the proposed planned unit development.

5.15.05.07 A rendering or drawing of the general characteristics of the proposed buildings shall be submitted.

5.15.05.08 When a planned unit development includes provisions for common space, or recreational facilities, a statement describing the provision that is to be made for the care and maintenance for such open space be owned and/or maintained by any entity other than a governmental authority, copies of the proposed articles of incorporation and bylaws of such entity shall be submitted.

5.15.05.09 Copies of any restrictive covenants that are to be recorded with respect to property included in the planned development district.

5.15.05.10 The Planning Commission shall hold a Public Hearing on the ~~preliminary~~ PUD after the PUD has been reviewed by City of La Vista staff after giving notice as required by Statute for hearings.

5.15.05.11 Said public hearing may be adjourned from time to time and, within a reasonable period of time after the conclusion of said public hearing, the Planning Commission shall prepare and transmit to the City Council and the applicant specific findings of fact with respect to the extent which the ~~preliminary~~ PUD plan complies with those regulations, together with its recommendations in respect to the action to be taken on the ~~preliminary~~ PUD.

5.15.05.12 The City Council may or may not approve the ~~preliminary~~ PUD plan ~~and authorize the submitting of the final PUD plan.~~

5.15.05.13 Substantial or significant changes in the ~~preliminary~~ PUD shall only be made after rehearing and re-approval.

5.15.05.14 ~~After approval of a plan by the City Council, the applicant may apply for a building permit. The building permit shall include the same information as the plan.~~

5.15.05.15 ~~The Planning Department shall review the building permit for compliance with the approved plan.~~

5.15.05.16 ~~In the event that the building permit submitted contains substantial changes from the approved development plan, the applicant shall resubmit the original plan. This development plan shall be modified in the same manner prescribed in this division as for original approval.~~

5.15.06 Final approval.

5.15.06.01 After approval of a preliminary plan and prior to the issuance of any building permit, the applicant shall submit an application for final approval. Said final application may include the entire PUD District or may be for a unit or section thereof as set forth in the approval of the preliminary PUD plan. The application shall include drawings, specifications, covenants, easements, conditions, and a form of performance guarantee as set forth in the approval of the preliminary PUD plan and in accordance with the conditions established in this Ordinance for a PUD District. The final PUD plan shall include the same information as the preliminary PUD plan except the following shall also be provided:

1. ~~Provide a Final Plat consistent with the City of La Vista's Subdivision Regulations, if applicable, otherwise provide a site development plan for use as the PUD plan.~~
2. ~~A waiver of claim by the applicant for damages occasioned by the establishment of grades or the alteration of the surface of any portion of streets and alleys to conform to grades established.~~
3. ~~A PUD plan submitted for final approval shall be deemed to be in substantial compliance with the plan previously given tentative approval, provided any modification of the plan by the landowner is tentatively approved does not:~~
 - A. ~~Vary the proposed gross residential density or intensity of use by more than five (5) percent or involve a reduction in the area set aside for common open space, nor the substantial relocation of such area; nor~~
 - B. ~~Increase by more than five (5) percent the floor area proposed for non-residential use; nor~~
 - C. ~~Increase by more than five (5) percent the total ground area neither covered by buildings nor involve a substantial change in the height of buildings.~~

D. Substantially change the design of the plan so as to significantly alter:

- (1) Pedestrian or vehicular traffic flow.
- (2) The juxtaposition of different land uses.
- (3) The relation of open space to residential development.
- (4) The proposed phasing of construction.
- (5) Proposed use of one or more buildings to a more intensive use category as delineated in this Ordinance.

5.15.06.02 A public hearing with the Planning Commission need not be held for the approval of a final PUD plan if it is in substantial compliance with the approved preliminary PUD plan. After the City Planner has reviewed the final PUD plan, said final PUD plan shall be filed with the City Council for final approval and acceptance.

5.15.06.03 In the event that the final PUD plan submitted contains substantial changes from the approved preliminary PUD plan, the applicant shall resubmit the preliminary PUD plan for a public hearing with Planning Commission. This preliminary PUD plan shall be modified in the same manner prescribed in this division as for original approval.

5.15.07 Density Bonuses

5.15.07.01 The use of the PUD District, in conjunction with Conservation Easements, will allow a developer of a Planned Unit Development (PUD) to institute Density Bonuses.

5.15.07.02 Density Bonuses may be awarded in direct proportion to the amount of the proposed Subdivision that is placed within a Conservation Easement.

For example:

If a developer places 30% of the proposed Subdivision into a Conservation Easement, then the required Lot Area may be reduced by 30% in order to maintain the same number of buildings or dwelling units that would have been allowed by the minimum lot size of the Zoning District.

Conventional Development

- A developer has 10 acres of land to develop = 435,600 square feet
- Minimum lot area of the Zoning District = 10,000 square feet
- Total lots (minus streets) = 43.56

Development with Conservation Easements

- Same site of 10 acres = 435,600 square feet
- 30% of site is placed in a Conservation Easement = 130,680 square feet
- Density Bonus allows total lots of 43.56
- New minimum lot area for Subdivision = 7,000 square feet

5.15.07.03 Density Bonuses shall not be a means for a developer to lower the Minimum Lot Area within a Subdivision to below three (3) acres, when said lots are on private wells and septic systems. All lots shall be required to meet the criteria established for wells and septic systems as regulated by the Nebraska Department of Environmental Quality.

5.15.06 Enforcement

The approved PUD site plan is binding and shall be a restriction on development which runs with the land. Any unauthorized deviation therefrom shall be punishable and enforceable as a violation of this title.

5.15.08 Enforcement and modification of plan.

To further the mutual interest of the residents and owners of the planned unit development and of the public in the preservation of the integrity of the PUD plan, as finally approved, and to insure that modifications, if any, in the plan shall not impair the reasonable reliance of the said residents and owners upon the provisions of the plan, nor result in changes that would adversely affect the public interest, the enforcement and modification of the provisions of the plan as finally approved, whether recorded by plan, covenant, easement or otherwise, shall be subject to the following provisions:

5.15.08.01 The provisions of the plan relating to:

1. The use of land and the use, bulk, and location of buildings and structures; and

2. The quality and location of common space; and
3. The intensity of use or the density of residential units shall run in favor of the City and shall be enforceable in law or in equity, by the City, without limitation on any powers or regulation otherwise granted by law.

5.15.08.02 All provisions of the plan shall run in favor of the residents and owners of the planned unit development, but only to the extent expressly provided in the plan and in accordance with the terms of the plan, and to the extent said provisions, whether recorded by plat, covenant, easement, or otherwise, may be enforced at law or equity by said residents and owners acting individually, jointly, or through an organization designated in the plan to act on their behalf; provided, however, that no provisions of the plan shall be implied to exist in favor of residents and owners of the planned unit development except as to those portions of the plan which have been finally approved by City Council.

5.15.09 Amendments.

The PUD District ordinance or an approved ~~preliminary or final~~-PUD plan may be amended in the same manner prescribed in this section for approval of a ~~final~~-PUD plan. Application for amendment may be made by the homeowner's association or fifty-one (51) percent of the owners of the property within the PUD District.

5.15.10 Platting.

~~For unplatted tracts or tracts being re platted, the approval of the preliminary PUD shall be considered as the approval of a preliminary PUD plan. To complete the platting process, the applicant need only submit a final plat. Said final plat shall be in accordance with the subdivision regulations, except the scale shall be either one hundred (100) feet, fifty (50) feet, or twenty (20) feet to the inch.~~

5.15.11 Fees.

For the following applications, the indicated fees shall be paid to the City:

1. ~~Preliminary PUD; as set in the Master Fee Schedule.~~
- 2.1. ~~Final PUD; as set in the Master Fee Schedule.~~

~~These fees are separate and do not include any Preliminary and Final Plat Fees required by the City of La Vista. (Ordinance No. 882, 11-19-02)~~

Section 7.07 Off-street Parking: Shared Parking requirements

- 7.07.01 Notwithstanding the provisions of Section 7.06, in cases of shopping centers having 400,000 or more square feet of gross floor area and where parking and building patterns are such that overlapping uses of a majority of the total number of parking spaces in the center is likely to occur, compliance with the standard retail parking ratios may be decreased by the Planning Commission and City Council. Said request for a decrease in parking spaces shall be accompanied by a rezoning to a Planned Unit Development (PUD-+) and the request is made during the ~~Preliminary~~-PUD application process. All regulations of the PUD-+ District shall be adhered to within the development.
- 7.07.02 Where convention centers, conference centers, assembly halls, ballrooms, or other similar facilities are built in conjunction with a hotel, office park, or shopping center, the Planning Commission and City Council may permit the construction of fewer parking spaces, due to overlapping usage of a portion of the parking spaces. Said request for a decrease in parking spaces shall be accompanied by a rezoning to a Planned Unit Development (PUD-+) and the request is made during the ~~Preliminary~~-PUD application process. All regulations of the PUD-+ District shall be adhered to within the development.

Section 7.17 Landscaping Requirements

7.17.01 Intent:

The intent of the landscaping requirements are to improve the appearance of lot areas and soften paved areas and buildings; to provide a buffer between differing land uses; to minimize the adverse effect of uses from one another; to minimize the effect of heat, noise and glare; to conserve the value of property and neighborhoods within the community; and to enhance the physical environment within the City of La Vista by ensuring that yards, open spaces, parking lots and those areas abutting public rights-of-way are designed, installed and maintained in accordance with the provisions of this section.

Property development shall consider and respect land capabilities and constraints, minimize erosion and destruction of natural amenities and provide a buffer between differing land uses.

7.17.02 Application and Scope:

The provisions of the section shall apply to all new construction and development including, but not limited to, structures, dwellings, buildings, parking lots, residential subdivisions, office parks, shopping centers, and redevelopment for which either a building or zoning permit approval is required, except the following:

- 7.17.02.01 Agricultural buildings, structures and uses.
- 7.17.02.02 Replacement of lawfully existing structures or uses.
- 7.17.02.03 Additions, remodeling or enlargements of existing uses or structures provided that the enlargement of surface parking is more than 4,000 square feet shall not be accepted. Where such enlargement is less than 4,000 square feet, the provisions of this section shall apply only to that portion of the lot or site where the enlargement occurs.
- 7.17.02.04 Where there is more than one lot or site being developed together as one unit with common property lines, the entire site shall be treated as one lot or site for the purpose of conforming to the requirements of this section.
 - 1. When a lot or site with more than one ownership has been partially developed at the time of the adoption of this section. The application of the requirements of this section shall be determined by the City.

7.17.03 Landscaping Requirements:

Landscaping shall be required and provided as follows:

- 7.17.03.01 Single-family and two-family dwellings shall provide and maintain a minimum of thirty percent (30%) of lot area as a permeable and uncovered surface that contains living material. Single-family and two-family dwellings shall be exempt from all other requirements of this section.

7.17.03.02 Street Frontage:

A landscaped area having a minimum depth of fifteen feet (15') from the property line shall be provided along the street frontage of all lots or sites including both street frontage of corner lots.

- 1. The required landscaped area fifteen feet (15') may be reduced to ten feet (10') if an equal amount of square feet of landscaped area, exclusive of required side and rear yard landscaped areas, is provided elsewhere on the site.
- 2. Exclusive of driveways and sidewalks not more than twenty five percent (25%) of the surface of the landscaped area shall have inorganic materials such as brick, stone, concrete, asphalt, aggregate, metal or artificial turf.
- 3. A minimum of one (1) tree shall be planted for every forty lineal feet (40') or fraction thereof.

7.17.03.03 Side Yard:

A landscaped area having a minimum depth of ten feet (10') from the property line shall be provided along the side yard abutting any Residential District.

1. Exclusive of driveways and sidewalks, not more than ten percent (10%) of the surface of the landscaped area shall be inorganic materials such as brick, stone, concrete, asphalt, aggregate, metal or artificial turf. If the slope of ground within the landscape area exceeds 2:1, not more than fifty percent (50%) of the surface shall be inorganic material.
2. Landscaping shall include a hedge screen or a random or informal screen of plant materials substantially blocking the views and attaining a minimum height of six feet (6') within four (4) years. A landscaped earth berm not exceeding six feet (6') in height may be used in combination with the plant materials.
3. A six foot (6') solid wood and/or masonry fence or wall, may be used in lieu of or in combination with the plant materials required in section 7.17.03.03 (1), provided that such fence is at least five feet (5') from the property line.

7.17.03.04

Rear Yard:

A landscaped area having a minimum depth of ten feet (10') from the property line shall be provided along the rear yard abutting any Residential District or Transitional Agriculture District.

1. The landscape requirements for the rear yard shall be the same as for the side yard described in section 7.17.03.03.

7.17.03.05

Off-Site Parking Lots:

Parking lots not located on the property where the use served is located, shall conform to this section provided that a parking lot with an area of four thousand (4,000) square feet or less shall be exempt from the requirements of this section.

7.17.03.06

Parking Area Interior Landscaping:

Off-street parking lots, as defined in 7.17.03.05, and other vehicular use areas shall have at least ten (10) square feet of interior landscaping for each parking space excluding those spaces abutting a perimeter for which landscaping is required by other sections of this Ordinance, and excluding all parking spaces which are directly served by an aisle abutting and running parallel to such perimeter.

The front of a vehicle may encroach upon any interior landscaped area when said area is at least four (4) feet in depth per abutting parking space and protected by curbing. Two (2) feet of said landscaped area may be part of the required depth of each abutting parking space. No more than two (2) drive aisles shall be placed parallel to one another without an intervening planter aisle of at least four (4) feet in width; eight (8) feet is required if parking spaces overlap the curbs of the aisle.

7.17.03.07

Perimeter Landscaping:

All commercial office and industrial developments, buildings, or additions thereto shall provide perimeter landscaping to include a minimum of one (1) tree for each forty (40) lineal feet of street frontage or fraction thereof. Such landscaped area shall consist of sufficient area for the species of tree to be planted. Other perimeter landscaping shall require approval of the City.

7.17.03.08

Plant Materials:

Landscape living plant materials shall consist of trees, shrubs, ground covers, vines, grasses, flowers, and any other plants.

1. The plant nomenclature shall conform with the recommendations and requirements of the "American Standard for Nursery Stock", as amended, published by the American Association of Nurserymen, Inc.
2. Size. The minimum size of plant materials to be installed shall be as follows:
 - A. Deciduous trees having a mature height of twenty feet (20') or less shall have a minimum caliper of one and one-fourth inches (1-1/4").

- B. Deciduous trees having a mature height of more than twenty feet (20') shall have a minimum caliper of one and one-half inches (1-1/2").
- C. Evergreen (conifer) trees shall have a minimum height of three feet (3').
- D. Deciduous shrubs shall have a minimum height of eighteen inches (18").
- E. Evergreen shrubs shall have a minimum spread of eighteen inches (18").

7.17.03.09

Planting Schedule:

The plant materials shall be installed prior to the issuance of the certificate of occupancy. If, because of seasonal reasons, the landscaping cannot be installed, a surety satisfactory to the City of La Vista equal to the contract cost shall be submitted to the City. The City shall release the surety when the plant materials have been installed. If the plant materials have not been installed within twelve (12) months of the effective date of the certificate of occupancy, the City may install the required landscaping.

7.17.03.10

Required Plans:

Upon application of a building permit, a landscape-planting plan shall be submitted to the City of La Vista for review and approval.

- 1. Three copies of the plan shall be submitted.
- 2. The plan shall include, but not be limited to, the following:
 - A. Property lines and other physical features necessary to show the proposed installation of plants.
 - B. The location and spacing of plant materials.
 - C. The scientific name, common name, plant size, quantity and planting method.
 - D. The plan shall have a scale of not more than one-inch (1") equals one hundred feet (100').
 - E. When necessary, existing and proposed contours shall be provided.

7.17.04 Screening Requirements

- 7.17.04.01 All parking areas or vehicular use areas abutting a residential district or public right-of-way shall be screened from grade level to a height not less than three (3) feet.
- 7.17.04.02 All commercial and industrial uses that abut residential or office districts shall provide screening not less than six (6) feet in height along the abutting property line(s).
- 7.17.04.03 Screening required by this section shall be equivalent to the following:
 - 1. Solid fences or walls as approved by the City on the final development plan.
 - 2. Hedges, shrubs, or evergreen trees of thirty-six (36) inches in height at planting spaced appropriately to provide a solid screen within three (3) years after planting.
 - 3. Berms of not less than three (3) feet in height and that provide a maximum slope of 3:1 for easy maintenance. Such berms may be used in conjunction with plantings to achieve the solid visual screen as described in 7.17.04.03 (1) above.
 - 4. All projects except one-and-two family dwellings shall include a detailed drawing on the landscape plan indicating the method of enclosure and screening to be used on trash dumpsters. All dumpsters or trash bins shall maintain a solid six (6) foot enclosure around each unit. Said enclosure shall be of complementary materials.
 - 5. All plant material used for screening shall meet the standards in section 7.17.03.08.

7.17.05 Installation and Maintenance of Landscaping and Screening:

7.17.05.01

Installation:

All landscaping shall be installed in a sound workmanship like manner and according to accepted good planting procedures. Landscaped areas shall require protection from

vehicular encroachment. The Building Inspector shall inspect all landscaping and no certificates of occupancy or similar authorization will be issued unless the landscaping meets the requirements herein provided. Temporary occupancy permits may be issued due to weather related conditions upon approval by the Building Inspector.

7.17.05.02

Maintenance:

The owner, developer, tenant and/or their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a healthy condition by necessary and appropriate measures. When replacement is necessary all plants and other non-living landscape materials shall be equal in size, density and appearance, at maturity, to those items requiring replacement when feasible. Underground sprinkler systems are encouraged to serve all landscaped areas except individual one and two family dwellings unless an equivalent watering system is approved by the Building Inspector.

All required screening and fencing shall be maintained and, whenever necessary, replaced with materials that provide equivalent size, density, and appearance. All landscaping and screening shall be kept free from refuse and debris so as to present a healthy, neat and orderly appearance. Turf grass shall be maintained on all areas not covered by other landscaping, parking, drives, buildings, or similar structures. Existing yards shall be maintained with grass or other approved ground cover.

7.17.06 **Preliminary Plan Approval**

A landscape plan indicating both proposed and existing landscaping and screening shall be submitted, with the preliminary plat, ~~preliminary~~-PUD, or preliminary site plan for development, for review and recommendation by City Staff. Said Plan shall be in sufficient detail to provide the City with a reasonable understanding of what is being proposed. Site calculations used in computing quantities shall also be submitted which are proposed to be used to satisfy the required amounts of landscaping.

7.17.07 **Final Plan Approval**

A detail listing of all plant materials to be used, quantities, size, and spacing shall be submitted to the City on separate sheets for review and recommendation and approval by the City Staff along with a planting schedule at final development plan submission.

7.17.08 **Parking Lot Plan Approval**

A final site development plan shall be submitted to the Building Inspector with the necessary landscaping and screening required herein for each of the following types of parking lot improvements:

- 7.17.08.01 New construction.
- 7.17.08.02 Expansion of existing facilities.
- 7.17.08.03 Maintenance of existing facilities where an overlay is proposed at which time the landscaping and screening shall be required. Modifications to the required parking lot landscaping and screening may be granted by the Planning Commission after review of submitted plans and in consideration of surrounding uses.
- 7.17.08.04 No parking lot shall be exempted from these regulations; unless previously exempted.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 16, 2016 AGENDA

Subject:	Type:	Submitted By:
STREET NAME DEDICATION – CITY PARKING DISTRICT ACCESS ROAD TO “PORTSIDE PARKWAY” (SOUTHPORT WEST)	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled to consider naming the parking district access road, located between South 125th Street and Westport Parkway in the Southport West subdivision, as “Portside Parkway.”

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider naming the parking district access road, located between South 125th Street and Westport Parkway, as “Portside Parkway”.

The name was originally proposed on an earlier draft plat in Southport West. “Portside Parkway” has been reviewed by the Police Department, Sarpy County GIS and Sarpy County 911, and meets with their approval.

Section 16-609 of the Revised Statutes of Nebraska indicate that the City Council has the power to name or rename streets. Notices of the request and the date of the City Council hearing were sent to the abutting property owners. No comments have been received to date.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO DEDICATE THE NAME OF THE CITY PARKING DISTRICT ACCESS ROAD, FROM SOUTH 125TH STREET WEST TO WESTPORT PARKWAY LOCATED IN THE SOUTHPORT WEST SUBDIVISION, AS PORTSIDE PARKWAY; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. STREET NAME DEDICATION. The name of the City Parking District Access Road, from South 125th Street West to Westport Parkway, is hereby named as Portside Parkway.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

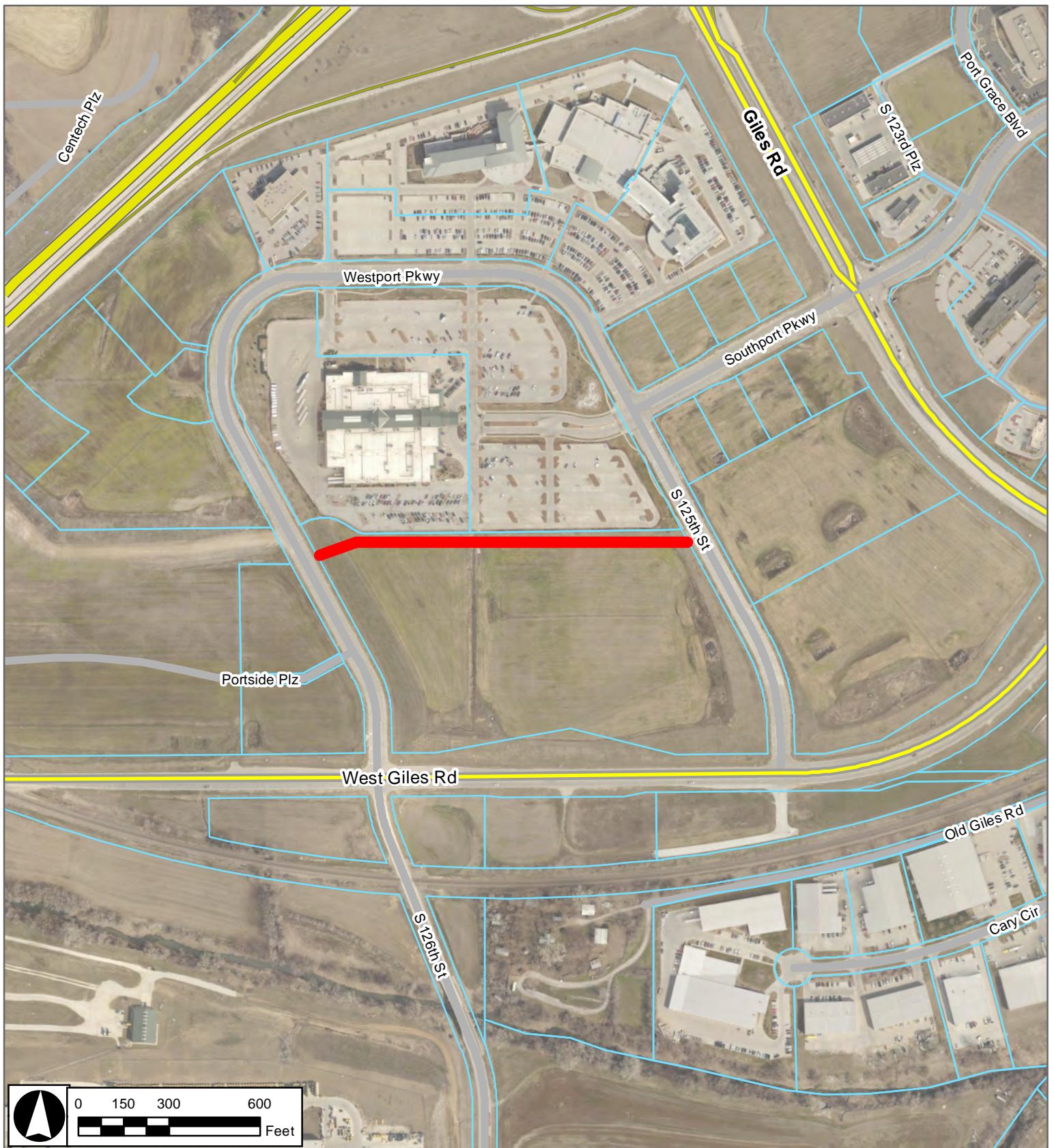
PASSED AND APPROVED THIS 16th DAY OF FEBRUARY 2016.

CITY OF LA VISTA

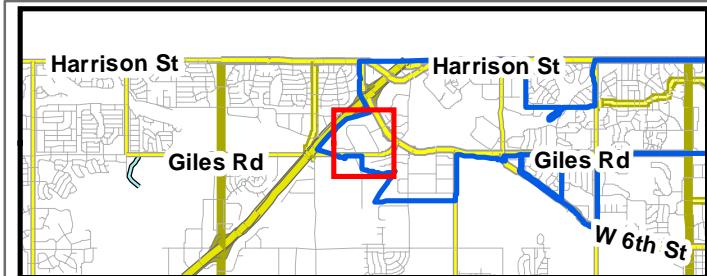
Douglas Kindig, Mayor

ATTEST:

Pam Buethe, CMC
City Clerk



Project Vicinity Map



City Parking Lot Access Road Naming

02-16-2016
CSB



F

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION FOR EL VALLARTA III, LLC DBA EL VALLARTA MEXICAN RESTAURANT IN LA VISTA, NEBRASKA.

WHEREAS, El Vallarta III, LLC dba El Vallarta Mexican Restaurant, 8045 S 83rd Avenue, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by El Vallarta III, LLC dba El Vallarta Mexican Restaurant, 8045 S 83rd Avenue, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 16TH DAY OF FEBRUARY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

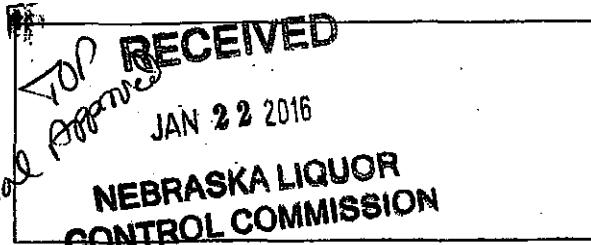
LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: PAM BUETHE, CITY CLERK
FROM: BOB LAUSTEN, POLICE CHIEF
SUBJECT: LOCAL BACKGROUND- CORPORATE LIQUOR LICENSE / MANAGER- EX. VALLARTA
MEXICAN RESTAURANT
DATE: 2/8/2016
CC:

The police department conducted a check of computerized records on the applicant, Betsy Mata for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicants has no criminal entries.

APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL

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



Applicant Name El Vallarta III, LLC

Trade Name El Vallarta Mexican Restaurant

Previous Trade Name

Repl 106364
RS

E-Mail Address: elvallartallc@gmail.com

I- 116271

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the state.

REQUIRED ATTACHMENTS

Each item must be checked and included with application or marked N/A (not applicable)

1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your license, we strongly suggest you go to any Nebraska State Patrol office or law enforcement agency listed in the enclosed fingerprint brochure.

2. Enclose application fee of \$400, check made payable to the Nebraska Liquor Control Commission.

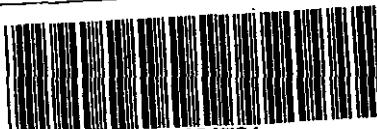
3) Enclose the appropriate application forms;

Individual License (requires insert form 1)

Partnership License (requires insert form 2)

Corporate License (requires insert form 3a & 3c)

Limited Liability Company (LLC) (requires form 3b & 3c)



4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company making application. Lease term must run through the license year being applied for.

5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

6. If buying the business of a current liquor license holder:

a) Provide a copy of the purchase agreement from the seller (must read applicants name)

CK 2431
\$400.00

FORM 100
REV 11/2010



- b) Provide a copy of alcohol inventory being purchased (must include brand names and container size)
- c) Enclose a list of the assets being purchased (furniture, fixtures and equipment)

7. If planning to operate on current liquor license; enclose Temporary Operating Permit (T.O.P.)(form 125).

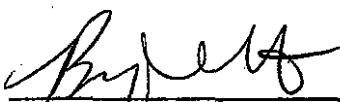
8. Enclose a list of any inventory or property owned by other parties that are on the premise.

9. For citizenship, residency and voter registration requirements see enclosed brochure.

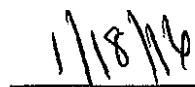
10. Corporation or Limited Liability Company must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.

11. Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.



Signature



Date

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NEBRASKA LIQUOR
CONTROL COMMISSION

Trade Name (doing business as) El Vallarta Mexican Restaurant

Street Address #1 8045 S. 83rd Ave

Street Address #2 _____

City La Vista County Sorpy Zip Code 68128

Premise Telephone number (402) 331-1613

Is this location inside the city/village corporate limits: YES NO

Mailing address (where you want to receive mail from the Commission)

Name El Vallarta

Street Address #1 1160 Highland Dr

Street Address #2 _____

City Blair State NE Zip Code 68108

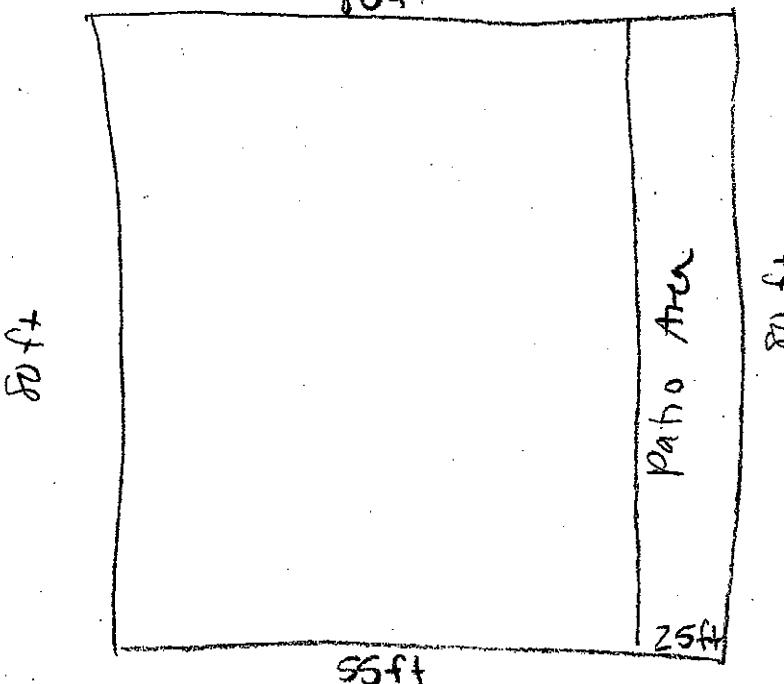
In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

**For on-premise consumption liquor licenses minimum standards must be met by providing at least two restrooms

Length 80 feet
Width 80 feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

One story 6,400 sq foot bay with patio area in Brentwood Village Shopping Center.



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NEBRASKA LIQUOR
CONTROL COMMISSION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
See attached				

2. Are you buying the business of a current retail liquor license?

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YES NO

JAN 22 2016

If yes, give name of business and liquor license number #106366

- Submit a copy of the sales agreement
- Include a list of alcohol being purchased, list the name brand, container size and quantity
- Submit a list of the furniture, fixtures and equipment

**NEBRASKA LIQUOR
CONTROL COMMISSION**

3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, give name and license number El Vallarta III, LLC, #106366

4. Are you filing a temporary operating permit to operate during the application process?

YES NO

If yes:

- Attach temporary operating permit (T.O.P.) (form 125)
- T.O.P. will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

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If yes, explain. (All involved persons must be disclosed on application)

JAN 22 2016

No silent partners

NEBRASKA LIQUOR
CONTROL COMMISSION

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner.

8. Is premise to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

YES NO

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

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Bank of the West - Betsy Mata

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

El Vallarta, LLC - #096812

El Vallarta III, LLC - #106366

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse) as listed on form 3c
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Betsy Mata	02/2013	ServPro - certified alcohol server

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

Lease: expiration date July 2019
 Deed
 Purchase Agreement

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NEBRASKA LIQUOR
CONTROL COMMISSION

14. When do you intend to open for business? Currently open

15. What will be the main nature of business? Restaurant

16. What are the anticipated hours of operation? 11am - 11pm

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCE FOR THE PAST 10 YEARS FOR ALL PERSONS REQUIRED TO SIGN, INCLUDING SPOUSES					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
1160 Highland Dr Blair, NE 68008	OCT 2013	now	1160 Highland Dr Blair, NE 68008	OCT 2013	now
1262 Deerfield Blvd #223 Blair, NE	OCT 2011	OCT 2013	1262 Deerfield Blvd #223 Blair, NE	OCT 2011	OCT 2013
319 S. Arwood Springfield, MO	JULY 1997	OCT 2011	3132 S Ferguson Springfield, MO	DEC 2004	OCT 2011

If necessary attach a separate sheet.

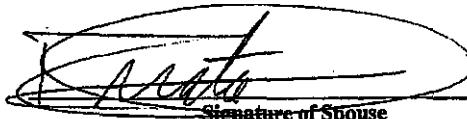
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock) and spouses. Full (birth) names only, no initials.



Signature of Applicant



Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

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Signature of Spouse

JAN 22 2016

Signature of Applicant

Signature of Spouse

NEBRASKA LIQUOR
CONTROL COMMISSION

ACKNOWLEDGEMENT

State of Nebraska
County of Washington

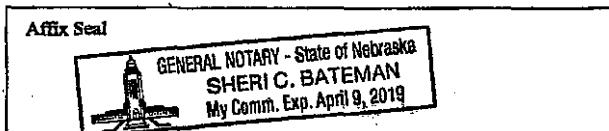
The foregoing instrument was acknowledged before me this

January 19, 2016
date

by Betsy Mata + Roberto Mata

name of person acknowledged

Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities.
A ten day advance period is required in writing to produce the alternate format.

RECEIVED

APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b

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

Office Use

JAN 22 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (articles must show barcode) received by Secretary of State's office

Name of Registered Agent: David U. Drew

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

E1 Vallarta III, LLC 010185410

LLC Address: 8045 S. 83rd Ave

City: La Vista State: NE Zip Code: 68128

LLC Phone Number: (402)331-1613 LLC Fax Number (402) 331-1671

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Mata First Name: Betsy MI: D

Home Address: 1160 Highland Dr City: Blair

State: NE Zip Code: 68008 Home Phone Number: _____

Betsy Mata
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska Washington County of Washington The foregoing instrument was acknowledged before me this

Date: January 19, 2016 by Betsy Mata Notary Public name of person acknowledge

Affix Seal	GENERAL NOTARY - State of Nebraska SHERI C. BATEMAN My Comm. Exp. April 9, 2019
------------	---

(List names of all members and their spouses (even if a spouse affidavit has been submitted))

Last Name: Mata First Name: Betsy MI: D
Social Security Number: 138-88-7092 Date of Birth: 5/01/87
Spouse Full Name (indicate N/A if single): Roberto Mata Jr
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership 100%

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

Last Name: _____ First Name: _____ **RECEIVED**
Social Security Number: _____ Date of Birth: JAN 22 2016
Spouse Full Name (indicate N/A if single): _____ **NEBRASKA LIQUOR**
Spouse Social Security Number: _____ Date of Birth: _____ **CONTROL COMMISSION**
Percentage of member ownership _____

(list names of all members and their spouses (even if the spouse is not a family member has been submitted))

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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Last Name: _____ First Name: _____ JAN 22 2016

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example: January through December)

Starting Date: 1/1/14

Ending Date: 12/31/16

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

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JAN 22 2016
**NEBRASKA LIQUOR
CONTROL COMMISSION**

Manager must:

- Complete all sections of the application – make sure it is signed by a **corporate officer***
*corporate officer must be an individual on file with the Liquor Control Commission
- Include two signed, completed fingerprint cards with a check for \$38 payable to the NE State Patrol (unless you have fingerprints on file with us that are less than two years old, you must indicate that on the application)
- Provide a copy of one of the following: US birth certificate, naturalization papers or US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska

Spouse who will not participate in the business, spouse must:

- Sign the application
- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half, the manager completes the bottom half
- Need not answer question #1 of the application

Spouse who will participate in the business, the spouse must:

- Sign the application
- Include two signed, completed fingerprint cards with a check for \$38 payable to the NE State Patrol (unless you have fingerprints on file with us that are less than two years old, you must indicate this on the application)
- Provide a copy of one of the following: birth certificate, naturalization papers or US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska
- Spousal Affidavit of Non Participation Insert **not required**

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

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JAN 22 2016

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Corporate manager, including their spouse, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 – 006) and must provide proof of voter registration in the State of Nebraska
- 3) Must provide a copy of one of the following: state issued US birth certificate, naturalization paper or US passport
- 4) Must submit fingerprints (unless a non-participating spouse) (2 cards per person) and fees of \$38 per person, made payable to Nebraska State Patrol
- 5) Must be 21 years of age or older
- 6) May be required to take a training course

Name of Corporation/LLC: El Vallarta III, LLC

Premise License Number: 103-510 (if new application leave blank)

Premise Trade Name/DBA: El Vallarta Mexican Restaurant

Premise Street Address: 8045 S. 83rd Ave

City: La Vista State: NE Zip Code: 68128

Premise Phone Number: (402) 331-1613

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.

http://www.lcc.ne.gov/license_search/licsearch.cgi



**CORPORATE OFFICER/MANAGING MEMBER SIGNATURE
(Faxed signatures are acceptable)**

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

Gender: MALE

FEMALE

Last Name: Mata First Name: Betsy MI: D

Home Address (include PO Box if applicable): 1100 Highland Dr

City: Blair, NE County: Washington Zip Code: 68008

Home Phone Number: Business Phone Number: (402) 533-8068

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth:

YES

NO

Spouses Last Name: Mata First Name: Roberto MI:

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth:

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Blair, NE	Oct 2011	Now	Blair, NE	Oct 2011	Now
Springfield, MO	1997	2011	Springfield, MO	Dec 2004	Oct 2011

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JAN 22 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

Form 103
Rev 11/2012
Page 3 of 5

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2011	present	El Vaclarta	Roberto Mata Jr	
2006	2011	El Rincon Latino	Gloria Danla	

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.** Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
See attached				

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? YES NO
IF YES, list the name of the premise.

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business? YES NO

4. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?
(Check or money order made payable to the Nebraska State Patrol for \$38.00 per person)
 YES NO

5. List any alcohol related training and/or experience (when and where).

Betsy Mata - Servpro Certified Alcohol RECEIVED

JAN 22 2016

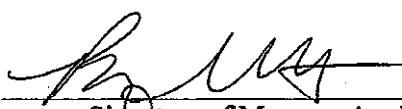
Form 103
Rev 11/2012
Page 4 of 5

NEBRASKA LIQUOR
CONTROL COMMISSION

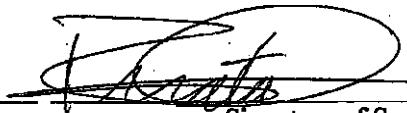
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.



Signature of Manager Applicant



Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of

Washington

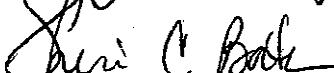
January 19, 2016

date

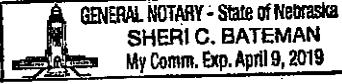
The foregoing instrument was acknowledged before me this

by Betsy Mata & Roberto Mata

name of person acknowledged



Notary Public signature

Affix Seal
 GENERAL NOTARY - State of Nebraska SHERI C. BATEMAN My Comm. Exp. April 9, 2019

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

RECEIVED

JAN 22 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

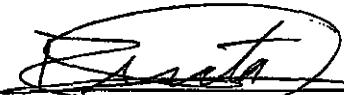
Office Use

RECEIVED

JAN 22 2016

**NEBRASKA LIQUOR
CONTROL COMMISSION**

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly, in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

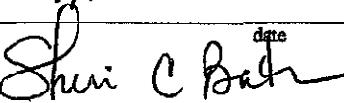


Signature of spouse asking for waiver
(Spouse of individual listed below)

State of Nebraska

County of Washington

January 1, 2016


date
Sheri C. Bateman

Notary Public signature

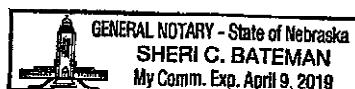
Roberto Mata, Jr

Printed name of spouse asking for waiver

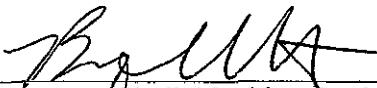
The foregoing instrument was acknowledged before me this
Roberto Mata, Jr
by

name of person acknowledged

Affix Seal



I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated (§53-125(13)) the Commission may cancel or revoke the liquor license.

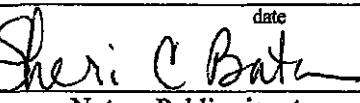


Signature of individual involved with application
(Spouse of individual listed above)

State of Nebraska

County of Washington

January 1, 2016


date
Sheri C. Bateman

Notary Public signature

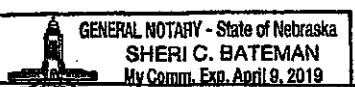
Betsy Mata

Printed name of applying individual

The foregoing instrument was acknowledged before me this
Betsy Mata

name of person acknowledged

Affix Seal



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 16, 2016 AGENDA

Subject:	Type:	Submitted By:
COUNCIL POLICY STATEMENT	◆ RESOLUTION	RITA RAMIREZ
EMPLOYEE PERFORMANCE MANAGEMENT	ORDINANCE RECEIVE/FILE	ASSISTANT CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

SYNOPSIS

A resolution has been prepared to approve a Council Policy Statement regarding the Employee Performance Management Program.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

As you know, over the last several months a team of employees has been working with a consultant from the Management Education Group on a project to update the City's employee performance management program. Following meetings with employee groups, City leadership, and the project team, the consultant made a number of recommendations, which the City Administrator has discussed with the Mayor and Council. The project team has been working on creating the necessary documents and outlining the logistics that will be needed to implement changes to the performance management program.

The City currently has a Council Policy Statement regarding Pay for Performance. It was recommended that this policy be split into two components—one policy that outlines the purpose and objectives of the City's performance management program and another policy that addresses the compensation component. A proposed performance management policy is attached for your consideration. Major changes to the City's current program include the establishment of a rating scale that is defined by descriptors rather than numbers, changing the employee self-evaluation to a narrative format, requiring quarterly performance conversations with all employees, and establishing a common rating date for all employees as well as a common salary increase date. Staff is still working on the Council Policy Statement regarding compensation and will bring that forth at a later date.

The proposed policy was presented to Council on December 15, 2015 and again on January 5, 2016. Following discussion, some changes were recommended to the Evaluation Appeal Process and the Introductory Period portions of the policy. The language incorporated into the Introductory Period section regarding no pay increases being given during the introductory period was taken directly from the City's existing policy. The policy is being presented again tonight for consideration.

RESOLUTION NO. _____

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

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

WHEREAS, changes to the City's Employee Performance Management Program are being recommended; and

WHEREAS, a Council Policy Statement entitled "Employee Performance Management Policy" has been created and reviewed by Management Education Group, the consultant engaged to assist the City in revising the performance management program.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve a Council Policy Statement entitled "Employee Performance Management Program" and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

PASSED AND APPROVED THIS 16TH DAY OF FEBRUARY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
COUNCIL POLICY STATEMENT**

Employee Performance Management Policy

Issued:
Resolution No.

Purpose

The City's Performance Management Program is designed to foster a dialogue between managers and employees throughout the year in support of the City of La Vista's objectives and goals.

Objectives

The primary objectives of the performance management process are to:

1. Ensure employees perform work that accomplishes the business needs of the City of La Vista.
2. Ensure the employee is clearly aware of the performance measures and results expected for the job; including goals as prescribed.
3. Confirm employees receive ongoing feedback about how effectively they are performing relative to expectations.
4. Continually monitor employee's progress and communicate any ongoing issues to assist the employee in aligning performance with the expected outcomes for the job.
5. Acknowledge and address employee performance that does not meet expectations.
6. Assign salary increases that are consistent with the employee's performance.

Applicability

The Performance Management program shall apply to all employment positions in the City with the following exclusions:

- a. Any temporary employment position such as seasonal positions.
- b. Any employment position covered by an express employment contract, except to the extent otherwise provided in the contract.

Provisions

1. Annual Performance Management Process

The City Administrator or his/her designated representative shall be responsible for administering the Performance Management Program according to the following process:

	Annual Performance Cycle April 1 through March 31
Expectation-Setting (By April 30)	<p>By April 30 of each year, the supervisor and the employee will meet to discuss goals (if applicable) and expectations for the upcoming evaluation period. (This discussion can also take place as part of the annual evaluation which occurs in March.)</p> <p>Employees should understand the application of the City's core values to their job, the additional job-related competencies and performance goals (if applicable) as the components they will be evaluated on.</p> <p>Discussion should be documented on the Assessment Meetings Form. Goals should be documented on the Performance Evaluation Form, which will be launched on April 1st of each year.</p>
1 st Quarter Assessment (April-June)	<p>By June 30 the supervisor and employee will meet to discuss the employee's overall performance progress.</p> <p>Discussion should be documented on the Assessment Meetings Form.</p>
2 nd Quarter Assessment (July-September)	<p>By September 30 the supervisor and employee will meet to discuss the employee's overall performance progress.</p> <p>Discussion should be documented on the Assessment Meetings Form.</p>
3 rd Quarter Assessment (October-December)	<p>By December 31 the supervisor and employee will meet to discuss the employee's overall performance progress.</p> <p>Discussion should be documented on the Assessment Meetings Form.</p>
4 th Quarter – Annual Evaluation	<p>By February 1 employee completes the Performance Summary Form and submits it to the supervisor.</p> <p>By March 31 the supervisor completes the annual performance evaluation and meets with each employee.</p>

Prior to the completion of the annual performance evaluation, employees will be required to complete a Performance Summary, which shall be considered by the supervisor. This opportunity is meant to provide for open communication between the employee and the supervisor on measurements of performance.

Direct supervisors are responsible for completing employee performance evaluations. The performance evaluation shall be reviewed and approved by additional department/division supervisors, if appropriate, as well as the Department Head before presenting to the employee. After the evaluation is presented to the employee a Personnel Action Form (PAF) shall be completed and sent to Human Resources.

2. ***Performance Evaluation Appeal Process***

The City believes that managers and supervisors are in the best position to evaluate an employee's work performance and work behavior. For this reason, Human Resources will not attempt to substitute its judgment for the supervisor's unless an employee can demonstrate that the evaluation was arbitrary, capricious, illegally discriminatory or not factual based on solid data. The appeal process can still be helpful, however because it involves a neutral third party who can help to facilitate a better understanding or resolve a dispute between an employee and a supervisor.

An employee who is dissatisfied with his or her performance evaluation should request a follow-up meeting with his/her supervisor within 10 days of receiving the evaluation to discuss the evaluation candidly, express any disagreements the employee may have with the review and provide additional information/documentation to support his/her case.

If the employee still disagrees with his/her evaluation after follow-up discussion with the supervisor, the employee may submit a formal, written appeal to the Department Head within 105 working days of the follow-up meeting with the supervisor. If the supervisor is the Department Head, the written appeal should be submitted to the Department Head's immediate supervisor. The appeal must include (1) a written memo stating the employee's intent to appeal and listing the specific parts of the evaluation with which the employee disagrees, explaining the nature and extent of the disagreement; (2) a copy of the performance evaluation with the employee's comments; and (3) any relevant supporting documentation.

The Department Head will review and respond in writing to the employee within 105 working days of receiving the appeal.

If the employee continues to disagree with their performance evaluation, he/she may then appeal to Human Resources within 105 working days. The

appeal must include all of the information submitted on appeal to the Department Head and the Department Head's written response.

Human Resources' response to appeals of an employee performance evaluation may include some or all of the following actions:

- a. Review the evaluation, appeal, and supporting documentation.
- b. Contact the employee and/or the supervisor to obtain clarification or additional information.
- c. Contact the Department Head to obtain clarification or additional information.
- d. Collect additional information from other relevant sources.
- e. Make a decision and inform the employee in writing with a copy to the supervisor and the Department Head. If applicable, take any necessary action to implement the decision.

Human Resources shall present a final recommendation to the City Administrator for approval within 20 days of receiving the appeal. The City Administrator shall make a determination within 10 days of receiving the recommendation. This decision shall be final.

The time limits stated in the appeal process are directory and every reasonable effort shall be made to comply with them, but they shall not be considered or interpreted to be jurisdictional. The failure of any of the parties to meet any of such deadlines and timelines shall not eliminate the parties' responsibility to comply with the intent of the process. However, if an employee who is dissatisfied with his/her performance evaluation has not taken the initial step to request a follow up meeting with their supervisor prior to the next quarterly performance assessment, the evaluation will stand as presented.

3. ***Performance Ratings***

The City's performance evaluation system is based on the following rating scale:

Exceptional – Consistently demonstrates the highest level of performance of a quality and/or quantity that provides superior results and makes additional contributions and suggestions. This rating is reserved for employees who continue to stand out in every area or for those who have consistently gone above and beyond standard expectations on their goals, competencies and the City's organizational values to achieve the highest level of results.

Note: Receipt of the "Exceptional" level of overall performance rating is rare and should be reserved for only those employees that routinely out perform all others, or where circumstances during the evaluation period allowed an

employee to truly distinguish him/herself. Employees receiving this rating would typically be a small percentage of the total workforce.

Excels– Frequently demonstrates high levels of performance in terms of quality and/or quantity and makes contributions that are above and beyond what is expected. It is appropriate for employees who have achieved and frequently exceeded expectations on their goals, competencies and the City's organizational values. This rating is an indication that performance expectations have been exceeded on a frequent basis.

Successful – Is successful in meeting job expectations, performing all duties in a manner that meets performance standards established for the job. Makes ongoing contributions and is dependable.

Needs Improvement – Performance is clearly below the minimum standards of the position. Immediate improvement is required.

Note: Any employee who receives a performance evaluation with an overall rating of "Needs Improvement" will be placed on a Performance Improvement Plan (PIP) for a minimum of 90 days. A PIP is a document that may include, but is not limited to, levels of performance that must be achieved to obtain a "Successful" rating, current performance deficiencies, support that may be provided by the department or City, actions the employee must take to address the performance deficiencies, and a timeline for completion of the actions. If the employee's performance does not improve, the employee will be subject to termination.

These ratings are applied to each of the competencies, as well as to an overall summary rating.

4. ***Performance Competencies***

All employees, regardless of level in the organization, will receive a rating and objective feedback on the City's three organizational values:

a. Accountability

Accept responsibility for job performance, decisions, actions, behavior, and the resources entrusted to you.

b. Integrity

Keep your word, honor your commitments, practice loyalty and doing what is right.

c. Public Service

Provide high quality service through communications, teamwork, and professionalism. Practice courtesy and respect at all times.

In addition to the organizational values described above, additional job-specific competencies may be rated.

5. ***Performance Goals***

All employees at the manager level and above will be assigned SMART goals (specific, measurable, attainable, realistic, time-oriented), during the Expectation Setting meeting. Goals will factor into the employee's overall rating and should be clearly linked to a goal in the City's strategic plan. Establishment of goals for supervisors and individual contributors will be an option that will be decided at the department level.

6. ***Introductory Period***

~~Employees in their introductory period will receive feedback on a quarterly basis. In order to get new hires into the annual assessment schedule, the evaluation period for employees hired during the months of January through March will begin on April 1st (their first evaluation period will vary from 13-15 months depending on their start date). For employees hired in April through December the evaluation period will begin with their employment and the first evaluation will take place the following April (the first evaluation period will vary from 4-12 months depending on their start date). All new employees, regardless of start date and due to the variance in the initial evaluation period, will receive a pay increase on the October 1st that falls during their introductory period at a rate established by Council during the budget process. Employees in their introductory period will begin receiving feedback on a quarterly basis. The initial evaluation period will vary from 7-18 months depending upon start date. Employees in their introductory period will not be eligible for a pay increase, however they will be maintained within the range established for their position. At the conclusion of the introductory period employees will be eligible for a pay increase.~~

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 16, 2016 AGENDA

Subject:	Type:	Submitted By:
AMENDED AND RESTATED INTERLOCAL AGREEMENT - SALT SHED FACILITY AND FUELING ISLAND	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the execution of an Amended and Restated Interlocal Agreement with the City of Papillion granting La Vista a license to use and occupy the Salt Storage Facility and Fueling Island located at 9909 Portal Road.

FISCAL IMPACT

No changes from original Interlocal Agreement.

RECOMMENDATION

Approval

BACKGROUND

On June 16, 2015, the Cities of La Vista and Papillion entered into an Interlocal and License Agreement for the Salt Storage Facility and Fueling Island (the "Original Agreement"). Under that Original Agreement Papillion granted La Vista a license to use the new salt storage and fueling island facilities located at the new Papillion Public Works Facility. This resolution is a request to amend and restate the Original Agreement to create a separate administrative committee relating to those infrastructure facilities and to include provisions and benchmarks relating to the long-term development of cooperative efforts between the Parties with regard to such facilities. This is outlined on Page 2; Section 4 of the Amended and Restated Agreement.

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF PAPILLION GRANTING THE CITY OF LA VISTA A LICENSE TO USE AND OCCUPY THE SALT STORAGE FACILITY AND FUELING ISLAND LOCATED AT 9909 PORTAL ROAD.

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

WHEREAS, the City of Papillion constructed a Public Works Facility across the street from the La Vista Public Works Facility, and;

WHEREAS, in June 2015 the City of Papillion and the City of La Vista entered into an Interlocal and License Agreement for the salt storage facility and fueling island, and;

WHEREAS, the agreement is being amended and restated to create a separate administrative committee relating to those infrastructure facilities and to include provisions and benchmarks relating to the long-term development of cooperative efforts between the Parties with regard to such facilities

WHEREAS, the participants agree that this amended and restated Interlocal Cooperation Agreement in no manner expands or restricts the authority otherwise granted to them by law; and

WHEREAS, such an amended and restated agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the execution of an Amended and Restated Interlocal Cooperation Agreement with the City of Papillion granting the City of La Vista a license to use and occupy the salt storage facility and fueling island located at 9909 Portal Road in form and content approved by the City Attorney.

PASSED AND APPROVED THIS 16TH DAY OF FEBRUARY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

AMENDED AND RESTATED
INTERLOCAL
AND LICENSE AGREEMENT
for the
Salt Storage Facility and Fueling Island

This Amended and Restated Interlocal and License Agreement for the Salt Storage Facility and Fueling Island ("Amended and Restated Agreement") is entered into this 5th day of January, 2016 ("Effective Date") by and between the City of La Vista, a Nebraska municipal corporation ("La Vista"), and the City of Papillion, a Nebraska municipal corporation ("Papillion") (singularly, the "Party" and collectively, the "Parties").

WHEREAS, Papillion and La Vista are both political subdivisions duly authorized and existing under the laws of the State of Nebraska; and

WHEREAS, in order to promote the health, safety, and welfare of the public and pursuant to the authority granted to the Parties under the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827, the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of such public agencies; and

WHEREAS, the Parties previously entered into an Interlocal and License Agreement for the Salt Storage Facility and Fueling Island (the "Original Agreement"), setting forth certain conditions and terms to grant La Vista a license for the use of certain portions of Papillion's Public Works Facility, located at 9909 Portal Road, Papillion, including the fueling of La Vista's city vehicles at Papillion's Fueling Island, and storage, drop off, and pick up of salt for winter conditions at Papillion's Salt Storage Facility, which was approved by the Papillion City Council on June 16, 2015 by Resolution No. R15-0111 and by the La Vista City Council on June 16, 2015 by Resolution No. 15-078; and

WHEREAS, Papillion's Salt Storage Facility and Fueling Island, located across the street from the La Vista Public Works Facility, are now constructed and are being utilized by the Parties; and

WHEREAS, pursuant to Section 17 of the Original Agreement, Papillion and La Vista now wish to amend and restate the Original Agreement in order to (i) create a separate administrative committee relating to the Papillion Public Works Salt Storage Facility and Fueling Island public infrastructure project, and (ii) include provisions, including benchmarks, relating to the long-term development of such public infrastructure project between the Parties; and

WHEREAS, the Parties find that this Amended and Restated Agreement is in their best interests, respectively, and will further the Parties' cooperation in providing services and facilities to the citizens of Papillion and La Vista;

NOW THEREFORE, the Parties covenant and agree that in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Original Agreement is hereby amended and restated (hereinafter referred to as "this Agreement") to read, as follows:

1. License. Papillion hereby grants unto La Vista for the term a license to use and occupy the following described real property:

The Salt Storage Facility and the Fueling Island located on the City of Papillion Public Works premises, more specifically located at 9909 Portal Road, Papillion, Nebraska 68046, as well as the necessary roadway to access the Salt Storage Facility and the Fueling Island ("the Premises"), solely for the uses and purposes described in this Agreement.

2. Purpose and Term.

The purpose of this Agreement is to specify the rights and responsibilities of the Parties hereto regarding the Premises.

The license granted herein shall commence on the Effective Date of this Agreement as stated above and shall continue for twenty (20) years ("term"). Such term shall automatically be renewed for one or more additional five (5) year terms if neither Party provides the other Party with a written notice of termination at least two years before the last day of said term or any renewal.

3. Use of the Premises. La Vista during the term of this Agreement is permitted to use and occupy the Premises for storing, collecting, picking up, and dropping off salt and for utilizing the fueling station to refuel city vehicles. La Vista shall also be granted the right to utilize the necessary roadways within the Papillion Public Works Facility to access the Premises.

La Vista, in its use of the Premises and the roadways, will take all reasonable precautions to prevent waste, damage, or injury to the Premises. All personal property belonging to, or in the possession of, La Vista in or located on the Premises, except for the stored salt and the fuel located on the Premises and within the sole custody of Papillion, shall be at the risk of La Vista, and La Vista shall take such measures as it determines necessary or appropriate to protect and insure said property from damage or destruction.

4. Administrative Committee. The Parties shall form an Administrative Committee ("Committee"). The Committee, working with the Papillion Public Works Director shall be responsible for gathering feedback related to the operations of the Salt Storage Facility and Fueling Island, and making recommendations to Papillion or the Papillion Public Works Director related to such operations. The Committee shall also be responsible for acting in an advisory capacity to the Papillion Public Works Director and Papillion in matters of administration and oversight of this Agreement and the cooperative undertaking set forth herein. Meetings of the Committee shall be held at least biannually, unless otherwise agreed by its members. Each Party shall designate two (2) representatives to serve on the Committee. Each Party also shall designate an alternate representative to temporarily serve as needed. All representatives and alternate representatives shall serve at the pleasure of the appointing Party, and the appointing Party shall fill any vacancies in its appointments. Each of the City Administrators of La Vista and Papillion or his or her designee shall serve as an ex officio, nonvoting member of the Committee. The Papillion City Administrator, unless otherwise specified by the Committee, will serve as the Committee's Chairperson. The Papillion Public Works Director or his or her designee shall also serve on the Committee as an ex officio, nonvoting member for the purpose of providing information and recommendations regarding the Salt Storage Facility and Fueling Island operations budget and shall attend the scheduled meetings of the Committee. At least four (4) committee members, including at least one (1) Committee member representing each Party to this Agreement, must be present at a meeting to constitute a quorum of the Committee to transact business. The affirmative votes of a majority of those present at a meeting at which a quorum is present, and including the affirmative vote of at least one Committee member representing each Party to this Agreement, shall be required for the Committee to act.

The Committee, for the purposes of Neb. Rev. Stat. § 77-27,142(3), shall be a separate administrative entity relating to public infrastructure projects, as defined in Neb. Rev. Stat. § 77-27,142(2), including without limitation the joint use and acquisition of buildings and capital or other

equipment used in the operation of municipal government or to provide municipal services and specifically public works operations and services. Said Committee shall be created and come into existence effective January 6, 2016 or on such other date as agreed by the chief administrative officials of the Parties. The Committee shall be responsible for assessing and making recommendations for long term development of unified governance of said public infrastructure projects with respect to the Parties, and at least every five years after this Agreement is entered the Committee shall review performance of such projects, including without limitation capital, operating and service delivery costs, effectiveness and efficiencies, with comparable public works Salt Storage Facilities and Fueling Island projects, in addition to any other benchmarks periodically established by the Committee or Nebraska Legislature.

5. Premise Access. Papillion shall issue fobs to both the Papillion and La Vista employees who will need access to the Premises. Each fob shall be identified with an individual employee. La Vista shall be responsible for tracking and collecting all fobs of employees who leave the employment of La Vista, and promptly returning such fobs to Papillion.

6. Salt Storage Facility.

A. Construction of Salt Storage Facility. As consideration for entering into this Agreement, La Vista shall contribute forty-five percent (45%) of the total construction costs for the Salt Storage Facility, to be paid in full, as set forth in Exhibit "A," attached hereto and incorporated by reference. In the event Papillion enters into a separate Interlocal agreement with another governmental entity, except for the Papillion La Vista School District, which has already been taken into consideration under this Agreement, the Parties shall be proportionally reimbursed for the construction costs to the extent such costs are negotiated in the Interlocal agreement with such other entity.

B. Salt Orders and Deliveries.

- (1) The current stock of salt residing in and having already been delivered to the Salt Storage Facility prior to the effective date of the Original Agreement shall remain the personal property of the Party who purchased such salt. For all future salt purchases, each Party shall be responsible for ordering and managing all deliveries of the salt located on the Premises. The Parties may use their salt as they please.
- (2) La Vista shall inform the Papillion Public Works Director or his/her designee of any upcoming salt deliveries. Papillion's Public Works Director, or his/her designee, shall receive all deliveries of salt. Upon the completion of any salt delivery, Papillion shall be provided with a certified Scale Ticket for such delivery to determine and ensure the quantity of salt within the Salt Storage Facility after each delivery.
- (3) In the event either Party uses more salt than it expected, such Party may make a request to use the other Party's salt. If no salt is available, the requesting Party shall be required to purchase more salt at its own cost, or as otherwise mutually agreed upon by the Parties.

C. Accounting for Removal and Return of Salt.

- (1) Each of the Parties shall be responsible for weighing every truck load of salt that such Party loads from the Premises. La Vista and Papillion employees must send a Scale Ticket for each truck loading salt from the Salt Storage Facility to the Papillion Public Works Director within five days of loading salt from the Salt Storage Facility.

- (2) If La Vista has any salt left over after a pickup of salt from the Salt Storage Facility, La Vista shall take the remaining salt to La Vista's facilities and may use such salt as they so desire. There shall be no reduction in the original amount of salt removed from the Salt Storage Facility for any leftover salt.
- (3) During the winter month operations, the Papillion Public Works Director shall send out bi-weekly reports electronically to La Vista regarding the salt levels at the Salt Storage Facility.

7. Fueling Station.

- A. Construction of the Fueling Station. As consideration for entering into this Agreement, La Vista shall contribute fifty percent (50%) of the total construction costs for the Fueling Station, in four (4) annual installments, as set forth in Exhibit "B," attached hereto and incorporated by reference. In the event Papillion enters into a separate Interlocal agreement with another governmental entity, the Parties shall be proportionally reimbursed for the construction costs to the extent such costs are negotiated in the Interlocal agreement with such other entity.
- B. Initial Fueling of the Station. Papillion shall be responsible for the initial fueling of the fuel station.
- C. Fuel Cost. Papillion shall be responsible for ordering all fuel for the fuel station. Fuel costs shall be allocated between the parties based on actual usage and cost of fuel used. La Vista shall be invoiced for its usage of fuel since the date of the last refueling of the fuel station.
- D. Use of the Fueling Island. Papillion and La Vista employees shall use the fob system to acquire fuel from the fueling stations. The fobs will track the details of each fueling transaction including, but not limited to, the employees obtaining fuel, the grade of fuel, and the quantity of fuel.

8. Operations and General Safety Provisions.

A. General Rules and Regulations.

All Parties shall require their employees, contractors, subcontractors and those working on their behalf to:

- (1) Be trained by the Papillion Fleet Manager on the safe and proper use of the Fueling Island and Salt Storage Facility and any other related equipment;
- (2) Cause all truck drivers delivering or loading salt or fuel to be instructed on the safe and proper delivery and loading protocols;
- (3) Ensure that all truck unloading systems, including security gates systems, are properly secured closed before leaving the Premises;
- (4) Sweep any spilled salt back into the Salt Storage Facility after the loading and unloading of salt;
- (5) Immediately report and clean up any spilled fuel to the Papillion Fleet Manager and follow cleanup protocols;

- (6) Place trash in the appropriate containers and leave the site in a good working condition; and
- (7) Immediately report all problems or concerns related to the Salt Storage Facility or the Fueling Island to the Papillion Public Works Director, or his/her designee.

9. Maintenance, Modification, and Updates to the Premises.

A. Maintenance and Repairs.

Papillion will maintain the Premises in a good and working condition and repair. La Vista will provide Papillion prompt notice of any known damage or defects in or to the Premises or any part or operations thereof, including without limitation, wiring, pipes, gas, plumbing, electrical, heating, ventilation or air conditioning apparatus, systems or equipment.

Any necessary repairs or maintenance shall be performed by Papillion. La Vista shall be responsible for forty-five percent (45%) for the Salt Storage Facility and fifty percent (50%) for the Fueling Island of all expenses for maintenance and repairs for such buildings, regardless of the amount or extent. La Vista's participation in any extraordinary repairs or maintenance will require approval from La Vista, except as otherwise provided below. Papillion shall be responsible for invoicing La Vista for such expenses. La Vista shall have the right to request all supporting documents for the invoiced items.

Each Party shall be responsible for paying for repair of all damages to the Premises caused by that Party, its officers, employees, subcontractors or others working on behalf of that Party and those it brings onto the Premises. The Papillion Public Works Director shall affect the needed repairs and the Party responsible for the damage shall be responsible for paying for such repairs in an amount up to, but not to exceed, the deductible of the property insurance policy covering the Premises. If the damage renders any of the contents ineffective or unusable, the Papillion Public Works Director shall replace such contents and the Party responsible for that loss or damage shall be responsible for paying for the replaced contents in an amount up to, but not to exceed the deductible of the property insurance policy covering the Building. If the damage to the Premises or its contents is caused by a party not subject to the terms and conditions of this Agreement and who is otherwise not an agent, contractor or subcontractor of a party to this Agreement, the Parties shall be mutually responsible for their respective share of the cost of any necessary repair or replacement in accordance with the percentages set forth in this subsection 9A above, with La Vista's participation in any extraordinary repairs or replacements subject to approval from La Vista. The Parties may seek reimbursement from any third party believed to be responsible for such damages.

B. Administrative and Operational Costs.

Papillion shall add a three percent (3%) administrative and operations fee to its invoices. Such fee shall be calculated off of the total invoice. Such fee shall cover the operational and administrative costs (i.e., billing, system monitoring, management, and utility costs) of running the Premises. This fee shall be analyzed after the first year of the Original Agreement and may be adjusted as needed.

C. Updates to the Salt Storage Facility or Fueling Island.

In the event the Salt Storage Facility or the Fueling Island need to be updated, the Papillion Public Works Director shall meet with the La Vista Public Works Director and the Committee to evaluate the desired updates. Prior to any work being performed Papillion shall receive La Vista's consent to perform the updates. La Vista shall not unreasonably withhold approval for the desired updates to the facilities. If approved, La Vista shall reimburse Papillion forty-five percent (45%) for the Salt Storage Facility and fifty percent (50%) for the Fueling Island for the costs for the updates.

D. Miscellaneous expenses.

In the event any new State or Federal regulations or administrative standards require Papillion to update its system, La Vista shall pay forty-five percent (45%) for the Salt Storage Facility and fifty percent (50%) for the Fueling Island of the costs to update the system. Papillion will update La Vista on any such expected changes and expenses that may occur. If possible, under Papillion's discretion, any costs for upgrades over \$3,000 will be delayed until the next fiscal year.

10. Billing. Papillion shall be responsible for monitoring the amount of fuel each Party is using. La Vista shall pay such invoices within thirty (30) days of the receipt of the invoice. The invoices shall also include any charges set forth in Section 8 of this Agreement. La Vista has the right to request any statements or invoices supporting the charges included in any invoice.

In the event Papillion purchases salt for La Vista the provisions above shall apply.

11. Inaccessible or Inoperable Facilities. In the event the Premises are inaccessible or inoperable, each Party shall be responsible for its individual cost and expenses to obtain fuel and/or salt from other vendors. No Party shall be liable to the other for any additional expenses caused by an inaccessible or inoperable facility.

12. Insurance.

A. La Vista agrees to provide for property and casualty insurance satisfactory to Papillion at current replacement cost and general liability coverage of at least \$2 million per occurrence, \$5 million general aggregate and naming Papillion as an additional insured. La Vista shall also carry Workers Compensation Insurance written at Nebraska Statutory Limits and Employers Liability Insurance with limits of not less than \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease. All insurance policies shall provide Papillion with no less than thirty (30) days advance written notification of cancellation or nonrenewal initiated by the insurance carrier. Such insurance shall be procured at the sole cost of La Vista.

B. Papillion shall carry and maintain equal or greater insurance and name La Vista as an additional insured at all times during this Agreement for the Public Works Facility.

C. Each Party to whom a third party is providing service shall be responsible for requiring such third party to obtain equal or greater insurance coverage and for receiving Certificates of Insurance from the third party.

13. Ownership Interests. During this Agreement, the Parties, in consultation with the legal and economic advisors of the Parties, will reasonably assess and determine the feasibility and advisability of a conveyance and unity of ownership for the Salt Storage Facility and the Fueling Island. If deemed

appropriate and agreed to by the Parties, the Parties shall take the necessary steps to complete the transaction, including, but not limited to, entering into roadway use agreements.

14. Quiet Enjoyment and Mechanic's Liens. The Parties shall use all reasonable efforts to not interfere with the other Party's quiet enjoyment of the Premises and their surroundings.

Neither La Vista, nor anyone claiming through or under La Vista, shall allow any mechanic's lien or other lien of any kind upon the Premises or any part thereof, or upon the license granted herein. If a lien is placed on the Premises or this license related to any services performed on the Premises at the request or direction of La Vista, La Vista shall take all actions necessary to have the lien removed.

15. Assignment. Neither Papillion nor La Vista shall assign this Agreement without the prior written consent of the other party.

16. Indemnification. Each Party agrees to release, indemnify and hold harmless ("Indemnifying Party") each other Party ("Indemnified Party") and said Indemnified Party's officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligence, acts or omissions of the Indemnifying Party, or the officers, officials, employees, agents or contractors of the Indemnifying Party.

17. Agreement Binding on Successors and Assigns. Each and every covenant and agreement herein contained shall extend to and be binding upon the Parties and their respective successors, representatives and permitted assigns.

18. Modification. Any modification or amendment of this Agreement shall require a written agreement signed by authorized representatives of both Parties hereto.

19. Incorporation of Referenced Documents. Any other documents or instruments referenced in this Agreement shall be and hereby are incorporated into and become a part of this Agreement by this reference.

20. Severability. In case one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable for any reason in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

21. Headings. The headings herein are inserted for convenience and reference only, and in no way shall have any substantive meaning for purposes of determining the terms or conditions of this Agreement, or otherwise define, limit or describe the scope of any provisions hereof.

22. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each Party agrees that neither it nor any of its subcontractors shall discriminate against any employee or applicant for employment to be employed in performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, age, sex, disability or national origin; and (ii) one or both of the Parties is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the Parties hereto.

23. No Waiver. No failure of either party to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available on a breach thereof shall constitute a waiver of any such breach or of any such term or condition. No waiver of any breach shall

affect or alter any term or condition of this Agreement, and each such term or condition shall continue in full force and effect with respect to any other existing or subsequent breach or default.

24. Rights Cumulative. All remedies under this Agreement shall be cumulative and not restrictive of other remedies. The Parties agree that any Party shall have the right to exercise any remedies available to it at law or in equity, including without limitation, specific performance.

[END OF AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amended and Restated Agreement as of the date first written above.

CITY OF LA VISTA,
A Municipal Corporation

Date: _____

By: _____
Douglas Kindig, Mayor

Attest:

Pamela A. Buethe, City Clerk

SEAL

CITY OF PAPILLION,
A Municipal Corporation

Date: 1/5/10

By: David P. Black
David P. Black, Mayor

Attest:


Elizabeth Butler, City Clerk

SEAL



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 16, 2016 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE SEWER CAMERA CABLE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) CUES Camera Cable, 1000 feet long, from Municipal Pipe Tool Company, LLC of Hudson, Iowa in an amount not to exceed \$5,471.00.

FISCAL IMPACT

The FY 16 Sewer Fund Budget includes \$5,300.00 for the proposed purchase of a 1,000 feet long cable for the sewer televising camera. Other equipment purchases will be adjusted to compensate for the overage.

RECOMMENDATION

Approval

BACKGROUND

The current cable for the sewer camera is 500 feet long. Since the typical distance between sewer manholes is 300 feet, only one section can be televised before having to take down a setup and move to the next manhole. With a longer cable, up to three sections of pipe can be televised without having to move to the next manhole. This will allow for more footage to be televised in a given amount of time.

Only one proposal is available since the cable must match the existing CUES camera system and Municipal Pipe Tool Company, LLC, is the authorized vendor for that system.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) CUES CAMERA CABLE FROM MUNICIPAL PIPE TOOL COMPANY, LLC, HUDSON IOWA IN AN AMOUNT NOT TO EXCEED \$5,471.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of 1000 feet of CUES Camera Cable is necessary, and

WHEREAS, the FY16 Sewer Fund budget provides funding for the proposed purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) CUES Camera Cable from Municipal Pipe Tool Company, LLC, Hudson Iowa in an amount not to exceed \$5,471.00.

PASSED AND APPROVED THIS 16TH DAY OF FEBRUARY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 16, 2016 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE SEWER COMBINATION TRUCK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) Vacall Model AJVR 1015 Combination Sewer Cleaner manufactured by Gradall Industries, Inc. through the authorized vendor for this area which is Machine from Municipal Pipe Tool Company LLC, Hudson, Iowa for an amount not to exceed \$345,414.57

FISCAL IMPACT

The FY 16 Sewer Fund budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The current truck is a 2006 Camel Super Products combination truck. This vehicle is deteriorating and has some operational problems. This unit is a vital piece of equipment to the sewer division and it is important that it be reliable, therefore a replacement vehicle is needed.

Three different manufacturers provided demonstrations of replacement trucks for our consideration. Proposals were obtained from two vendors which included Super Products and Vacall. A careful evaluation of price, features and vehicle durability was made. This resulted in the recommendation to purchase the Vacall truck over the Super Products truck. The Vacall truck was \$8,530.43 less expensive. Staff also believes the Vacall truck will be more durable. Since it has a rear-mount hose reel will be safer to operate due to lower noise levels at the rear of the truck away from the engine. The proposal Vacall truck is taller than the existing truck and will require the overhead door on the sewer shop to be made taller. The vendor has included that cost in the proposal for this truck.

A summary of the two proposals received is as follows:

Vacall Model AJVR 1015	Super Products Camel 900
Municipal Pipe Tool Company, LLC	Elliott Equipment Co.
Hudson, Iowa	Grimes, Iowa
NJPA Contract #022014-GRD	Minnesota State Contract #89005
Gross Price: \$372,414.57	Gross Price: \$398,945.00
Trade-In Allowance: (\$32,500.00)	Trade-In Allowance: (\$45,000.00)
<u>OH Door Adjustment:</u> \$5,500.00	<u>OH Door Adjustment:</u> NA
Net Price: \$345,414.57	Net Price: \$353,945.00

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) VACALL MODEL AJVR 1015 COMBINATION SEWER CLEANER FROM MUNICIPAL PIPE TOOL COMPANY, LLC, HUDSON IOWA IN AN AMOUNT NOT TO EXCEED \$345,414.57.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a Sewer Combination Truck is necessary, and

WHEREAS, the FY16 Sewer Fund budget provides funding for the proposed purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) Vacall Model AJVR 1015 Combination Sewer Cleaner from Municipal Pipe Tool Company, LLC, Hudson Iowa in an amount not to exceed \$345,414.57

PASSED AND APPROVED THIS 16TH DAY OF FEBRUARY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 16, 2016 AGENDA

Subject:	Type:	Submitted By:
ADVERTISEMENT FOR BIDS – CITY PARKING DISTRICT ACCESS IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the advertisement for bids for construction of the City Parking District Access Improvements.

FISCAL IMPACT

The FY 16 Capital Improvement Program provides funding for the proposed project.

RECOMMENDATION

Approval

BACKGROUND

The City Parking District Access Improvements includes grading, retaining walls, storm sewers, pavement, sidewalks, erosion control, lighting, and restoration of vegetation. A future project will provide traffic signal and intersection improvements. It is identified as Project PWST-16-002.

Olsson Associates has prepared the plans and specifications. The Engineer's Estimate is \$989,200 for the proposed construction work and \$152,300 for the related engineering services. An allowance of \$60,700 is recommended for legal and financing fees. The following schedule is suggested:

Publish Notice to Contractors	February 17 and February 24, 2016
Mandatory Pre-Bid Meeting	February 26, 2016 at 1:00 pm at City Hall
Open Bids	March 4, 2016 at 10:00 am at City Hall
City Council Award Contract	March 15, 2016

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR CONSTRUCTION OF THE CITY PARKING DISTRICT ACCESS IMPROVEMENTS FOR THE CITY OF LA VISTA.

WHEREAS, the Mayor and Council have determined that construction of the City Parking District Access Improvements is necessary, and

WHEREAS, the FY16 Capital Improvement Program provides funding for the proposed project; and

WHEREAS, Proposals will be due March 4, 2016 with the award of contract date of March 15, 2016;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the advertisement for bids for construction of the City Parking District Access Improvements for the City of La Vista.

PASSED AND APPROVED THIS 16TH DAY OF FEBRUARY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 16, 2016 AGENDA

Subject:	Type:	Submitted By:
ADOPTION OF NEW BUILDING, MECHANICAL, PLUMBING, ELECTRICAL, & MAINTENANCE CODES WITH AMENDMENTS	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A draft ordinance has been prepared to adopt the 2012 I-Codes, with amendments, and the 2014 National Electrical Code. A public hearing on the proposed amendments has been tentatively set for the February 18, 2016, Planning Commission meeting.

FISCAL IMPACT

N/A.

RECOMMENDATION

For discussion.

BACKGROUND

An ordinance has been prepared to consider the adoption of the 2012 I-Codes, which consist of the International Building Code, International Residential Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code, the International Property Maintenance Code, and the 2014 National Electrical Code.

The adoption of these codes are the same codes recommended to be adopted by the building officials of the other metro-area communities (although La Vista may be the first in line). The Chief Building Official is recommending certain amendments to the I-Codes which are noted in red on the attached draft ordinance. These amendments will not compromise building safety or add any unnecessary costs to buildings. Of particular note are the changes proposed on pages 17 and 18 relating to vacant, residential structures. The current code allows for windows and doors to be boarded over. The proposed amendments would require permanent window and door coverings after 60 days, and a new provision which requires compliance for all repairs of vacant structures to be completed within 6 months of a notice.

This is being brought to the Mayor and City Council for discussion purposes to ensure that the concerns that have been previously expressed are being satisfactorily addressed.

A public hearing on the proposed amendments is tentatively scheduled for the February 18th Planning Commission meeting.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 150.01, 150.02, 150.03, 150.04 and 15.05 OF THE LA VISTA MUNICIPAL RELATING TO STANDARD CODES AND REGULATION OF BUILDINGS, STRUCTURES, MECHANICAL PLUMBING, ELECTRICAL AND RELATED WORK, MATERIALS AND REQUIREMENTS: TO REPEAL SECTIONS 105.01, 150.02, 150.03 150.04 AND 150.05 AS PREVIOUSLY ENACTED, TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR THE EFFECTIVE DATE.

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

Section 1: Amendment of Section 150.01. Section 150.01 of the La Vista Municipal Code is hereby amended to read as follows:

§ 150.01 BUILDING CODE.

(A) Portions of standard codes and additional requirements, rules and regulations specified below are hereby adopted as the Building Code of the City of La Vista for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings or structures within the jurisdiction of the City of La Vista and providing for the issuance of permits and collection of fees therefor. Provisions of the standard codes and additional requirements, rules and regulations adopted herein shall be applied, interpreted and construed together and consistently to the extent possible. Unless otherwise indicated by context or otherwise, references to any table, section or subsection shall mean the corresponding provision of the relevant standard code.

(B) (1) *International Building Code provisions adopted by reference.* Two copies of certain documents in book form, being marked and designated as the *International Building Code, 2012 Edition*, and ("IBC") are on file in the Office of the City Clerk of the City of La Vista. With the exception of portions of § 105.2 preceding § 105.2.1, and 3401.3 the following portions of said IBC are hereby adopted: Chapters 1 thru 35 inclusive, and Appendix **"E" Supplemental Accessibility Requirements**, "I", Patio Covers and "J" Grading ("adopted IBC provisions"); and each and all of the regulations, provisions, conditions and terms of such adopted IBC provisions, and all amendments, revisions or editions thereto on file or hereafter placed on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, adopted and made a part hereof as if fully set out herein.

(2) *Additional requirements, rules and regulations adopted.*

(a) *Work exempt from permit (adopted in lieu of portions of IBC § 105.2 preceding § 105.2.1).* Exemptions from permit requirements of the adopted IBC provisions shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of said adopted IBC provisions or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. *Building:*

- a. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 79 square feet.
- b. Oil derricks.
- c. Retaining walls which are not over four feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
- d. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2 to 1.
- e. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- f. Temporary motion picture, television and theater stage sets and scenery.
- g. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep and installed entirely above ground.
- h. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
- i. Swings and other playground equipment accessory to detached one- and two-family dwellings.
- j. Window awnings supported by an exterior wall that do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support of Group R-3 and Group U occupancies.
- k. Movable cases, counters and partitions not over five feet nine inches (1,753 mm) in height.

2. *Electrical:*

- a. *Repairs and maintenance.* Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

b. *Radio and television transmitting stations.* Adopted IBC provisions shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply, the installations of towers and antennas.

c. *Temporary testing systems.* A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

3. *Gas:*

- a. Portable heating appliance.
- b. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

4. *Mechanical:*

- a. Portable heating appliance.
- b. Portable ventilation equipment.
- c. Portable cooling unit.
- d. Steam, hot or chilled water piping within any heating or cooling equipment regulated by adopted IBC provisions.
- e. Replacement of any part which does not alter its approval or make it unsafe.
- f. Portable evaporative cooler.
- g. Self-contained refrigeration system containing ten pounds (5 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

5. *Plumbing:*

- a. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
- b. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not

involve or require the replacement or rearrangement of valves, pipes or fixtures.

(b) *Any Group "A" occupancies with alcoholic beverages (adopted in addition to those requirements listed in adopted IBC provisions, § 903.2.1.1 through § 903.2.1.5). An automatic sprinkler system shall be installed throughout any building with any Group "A" exceeding 1,000 square feet and where there is liquor, wine, or beer license issued and/or where the occupants consume alcoholic beverages.*

(c) *Criteria (adopted in addition to those requirements listed in adopted IBC provisions, § 1601.1). The climate and geographical design criteria for building construction in La Vista Nebraska shall be:*

1. Ground/snow load 30 lbs psf;
2. Wind speed 90 mph for a three-second gust with exposure "C";
3. Seismic Design Category "B";
4. Weathering probability for concrete "B";
5. Frost line depth 42 inches;
6. Termites, moderate to heavy;
7. Decay, slight to moderate;
8. Winter design temperature, minus five degrees.

(d) *Collapsible soils (adopted in addition to those requirements listed in adopted IBC provisions, § 1804.1 through § 1804.3). Portions of the Omaha Metro area are underlain by low unit weight soils that can collapse when saturated. Additional studies shall be made to evaluate the presence and extent of the collapsible soils and to assess the effects of any collapsible soils identified at the site on the performance of the structure.*

(e) *Markings (adopted in addition to those requirements listed in adopted IBC provisions, § 2303.4.1). Each truss shall be legibly branded, marked, or otherwise have permanently affixed thereto the following information located within two feet of the center of the span on the face of the bottom chord:*

1. Identify the company manufacturing the truss;
2. The design load;
3. The spacing of the truss.

(f) *Vertical support requirements for decks and porches.* Vertical supports for decks and porches shall be wood posts of not less than six inches by six inches in dimension. Underlying footings shall meet the foundation specifications of adopted IBC provisions.

(g) *Rain Water (adopted in addition to those requirements listed in adopted IBC provisions § 1503.7*

When roofs are sloped to drain over the edge, scuppers or gutters and down spouts, adequately sized, pitched and supported shall be installed to conduct rain water to ground level. Rain water shall be discharged at least three (3) feet away from the building foundation in a direction parallel to the adjoining property line when the discharge point is within twenty (20) feet of the adjoining property line.

Exception; Structures with no sub-grade spaces.

(h) Permanent Wood Foundation Systems Section 1807.1.4

Delete this section in its entirety.

(i) Timber Footings Section 1809.12

Delete this section in its entirety.

(C) (1) *International Residential Code Provisions adopted by reference.* Two copies of certain documents in book form, being marked and designated as the *International Residential Code, 2012 Edition*, and ("IRC") are on file in the Office of the City Clerk of the City of La Vista. With the exception of portions of § R105.2 preceding § R105.2.1, and §§ R305.1, **R311.7.2, R311.7.8.2, R317.1, R320.1.2, R502.6.2, R506.2.2, R703.7.4.2, R905.3.8, R905.7.6, R905.8.8, R907.3, and Tables R301.5, R802.11, R905.2.8.2 and N1102.1.2**, the following portions of said IRC are hereby adopted: Chapters 1 through 42, inclusive, and **Chapter 44 Appendices "G", Pools, Hot-tubs, Spas, "H", Patio Covers, "J" Existing Buildings and Structures, and "K", Sound Transmission ("adopted IRC provisions")**; and each and all of the regulations, provisions, conditions and terms of such adopted IRC provisions, and all amendments, revisions or editions thereto on file or hereafter placed on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, adopted and made a part hereof as if fully set out herein.

(2) *Additional requirements, rules and regulations adopted.*

(a) *Work exempt from a permit (adopted in lieu of portions of IRC § R105.2 preceding § R105.2.1).* Permits shall not be required for the following. Exemption from the permit requirements of the adopted IRC provisions shall not be deemed to grant authorization

for any work to be done in any manner in violation of the adopted IRC provisions or any other laws or ordinances of this jurisdiction.

1. *Building:*

- a. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed **79** square feet.
- b. Retaining walls that are not over four feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
- c. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
- d. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- e. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
- f. Swings and other playground equipment accessory to a one- or two-family dwelling.
- g. Window awnings supported by an exterior wall which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.

2. *Electrical:*

- a. *Repairs and maintenance.* A permit shall not be required for minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

3. *Gas:*

- a. Portable heating, cooking or clothes drying appliances.
- b. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- c. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

4. *Mechanical:*

- a. Portable heating appliances.
- b. Portable ventilation appliances.
- c. Portable cooling units.
- d. Steam, hot or chilled water piping within any heating or cooling equipment regulated by the adopted IRC provisions.
- e. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- f. Portable evaporative coolers.
- g. Self-contained refrigeration systems containing ten pounds (4.54 kg) or less of refrigerant or that are actuated by motors of one horsepower (746 W) or less.
- h. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

5. *Plumbing:*

- a. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in the adopted IRC provisions.
- b. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

(b) *Minimum uniformly distributed live loads (adopted in lieu of IRC Table R301.5).*

<i>Live Load</i>	
Attics with storage ^b	20
Attics without storage ^b	10

Decks ^e	40
Exterior balconies	60
Fire escapes	40
Guardrails and handrails ^d	200
Guardrails in-fill components ^f	50
Passenger vehicle garages ^a	50 ^a
Rooms other than sleeping rooms	40
Sleeping rooms	40
Stairs	40 ^c
For SI: 1 pound per square foot = 0.0479 kN/m ² 1 square inch = 645 mm ² 1 pound = 4.45 N.	

^a Elevated garage floors shall be capable of supporting a 2,000-pound load applied over a 20-square-inch area.
^b No storage with roof slope not over three units in 12 units.
^c Individual stair treads shall be designed for the uniformly distributed live load or a 300-pound concentrated load acting over an area of four square inches, whichever produces the greater stresses.
^d A single concentrated load applied in any direction at any point along the top.
^e See Section R502.2.1 of adopted IRC provisions for decks attached to exterior walls.
^f Guard in-fill components (all those except the handrail), balusters and panel fillers shall be designed to withstand a horizontally applied normal load of 50 pounds on an area equal to one square foot. This load need not be assumed to act concurrently with any other live load requirement.

(c) *Headroom (adopted in lieu of IRC § R311.7.2.* The minimum headroom in all parts of the stairway shall not be less than six feet eight inches (2,036 mm) measured vertically from the sloped plane adjoining the tread nosing or from the floor surface of the landing or platform. **The Building Official shall have the authority to waive the requirements of this section where pre-existing conditions will not allow the requirement to be met.**

(d) *Continuity (adopted in lieu of IRC § R311.7.8.2).*

1. Handrails for stairways shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned or shall terminate in newel posts or safety terminals. Handrails adjacent to a wall shall have a space of not less than one and one-half inch (38 mm) between the wall and the handrail.

2. *Exceptions:*

a. Handrails shall be permitted to be interrupted by a newel post at the turn.

b. The use of a volute, turnout, starting easing or starting newel shall be allowed over the lowest tread.

c. Handrails for stairways shall be permitted to have no more than a four-inch (102 mm) break due to wall offsets and other ornamental features.

(e) *Townhouse automatic fire sprinkler systems (adopted in lieu of IRC § R313.1)*

1. An automatic residential fire sprinkler system is not required to be installed in townhouses.

(f) *Design and installation (adopted in lieu of IRC § R313.1.1)*

1. When a non-required automatic residential fire sprinkler is intended to be installed within a townhouse, the system shall be designed and installed in accordance with NFPA 13, NFPA 13D, or NFPA 13R

(g) *One and two family dwellings automatic fire systems (adopted in lieu of IRC § R313.2)*

1. An automatic residential fire sprinkler system is not required to be installed in one and two family dwellings.

(h) *Design and installation (adopted in lieu of IRC § R313.2.1)*

1. When an automatic residential fire sprinkler system is intended to be installed, it shall be designed and installed in accordance with NFPA 13, NFPA 13D, or NFPA 13R.

(i) *Location required (adopted in lieu of IRC § R317.1)*. Protection from decay

shall be provided in the following locations by the use of naturally durable wood or wood that is preservative treated in accordance with AWPA U1 for the species, product, preservative and end use. Preservatives shall be listed in Section 4 of the AWPA U1.

1. Wood joists or the bottom of a wood structural floor when closer than 18 inches (456 mm) or wood girders when closer than 12 inches (305 mm) to the exposed ground in crawl spaces or unexcavated area located within the periphery of the building foundation.

2. All wood framing members, sills, or plates that rest on concrete or masonry exterior walls.

3. Sills and sleepers on a concrete or masonry slab that is in direct contact with the ground unless separated from such slab by an impervious moisture barrier.

4. The ends of wood girders entering exterior masonry or concrete walls having clearances of less than 0.5 inch (12.7 mm) on tops, sides and ends.

5. Wood siding, sheathing and wall framing on the exterior of a building having a clearance of less than six inches (152 mm) from the ground.

6. Wood structural members supporting moisture-permeable floors or roofs that are exposed to the weather, such as concrete or masonry slabs, unless separated from such floors or roofs by an impervious moisture barrier.

7. Wood furring strips or other wood framing members attached directly to the interior of exterior masonry walls or concrete walls below grade except where an approved vapor retarder is applied between the wall and the furring strips or framing members.

(j) Roof drainage (adopted in lieu of IRC § R903.4)

1. When roof sloped to drain over the edge, scuppers or gutters and down spouts adequately sized, pitched and supported, shall be installed to conduct rain water to ground level. Rain water shall be discharged at least three (3) feet away from the building foundation in a direction parallel to adjoining property line.

2. Exception: Structures with no sub-grade spaces.

(k) Valley lining material (adopted in lieu of IRC Table R905.2.8.2).

Valley Lining Material

Material	Minimum Thickness (inches)	Gage	Weight (pounds)
Cold-rolled copper	0.0216 nominal	--	ASTM B 370, 16 oz. per square foot
Lead-coated copper	0.0216 nominal	--	ASTM B 101, 16 oz. per square foot
High-yield copper	0.0162 nominal	--	ASTM B 370, 12 oz. per square foot
Lead-coated high-yield copper	0.0162 nominal	--	ASTM B 101, 12 oz. per square foot
For SI: 1 inch = 25.4 mm 1 pound = 0.454 kg			

Valley Lining Material			
Material	Minimum Thickness (inches)	Gage	Weight (pounds)
Stainless steel	--	28	--
Galvanized steel	0.0179	28 (zinc coated G90)	--
Zinc alloy	0.027	--	--
Lead	--	--	2 1/2
Painted frame	--	--	20
For SI: 1 inch = 25.4 mm 1 pound = 0.454 kg			

(l) *Flashing (adopted in lieu of IRC § R905.3.8).* At the juncture of roof vertical surfaces, flashing and counter flashing shall be provided in accordance with this chapter and the manufacturer's installation instructions and, where of metal, shall not be less than **0.018** inches (**0.4** mm) (No. **28** galvanized sheet gauge) corrosion resistant sheet metal. The valley flashing shall extend at least 11 inches (279 mm) from the centerline each way and have a splash diverter rib not less than one inch (25 mm) high at the flow line formed as part of the flashing. Sections of flashing shall have an end lap of not less than four inches (102 mm). For roof slopes of three units vertical in 12 units horizontal (25% slope) and greater, valley flashing shall have a 36-inch wide (914 mm) underlayment of one layer of Type I underlayment running the full length of the valley, in addition to other required underlayment. In areas where the average daily temperature in January is 25°F (-4°C) or less, metal valley flashing underlayment shall be solid-cemented to the roofing underlayment for slopes less than seven units vertical in 12 units horizontal (58% slope) or be of self-adhering polymer modified bitumen sheet.

(m) *Valley flashing (adopted in lieu of IRC § R905.7.6).* Roof flashing shall be not less than No. **28** gage [**0.018** inches (**0.4** mm)] corrosion resistant sheet metal.

(n) *Valley flashing (adopted in lieu of IRC § R905.8.8).* Roof flashing shall be not less than No. **28** gage [**0.018** inches (**0.4** mm)] corrosion resistant sheet metal and shall extend

at least 11 inches (279 mm) from the centerline,

(o) *Re-covering versus replacement (adopted in lieu of IRC § R907.3).* New roof coverings shall not be installed without first removing existing roof coverings where any of the following conditions occur:

1. Where the existing roof or roof covering is water-soaked or has deteriorated to the point that the existing roof or roof covering is not adequate as a base for additional roofing.
2. Where the existing roof covering is wood shake, wood shingles, slate, clay, cement or asbestos-cement tile.
3. Where the existing roof has two or more applications of any type of roof covering.
4. For asphalt shingles, when the building is located in an area subject to moderate or severe hail exposure according to Figure R903.5.

5. *Exceptions:*

- a. Complete and separate roofing systems, such as standing-seam metal roof systems, that are designed to transmit the roof loads directly to the building's structural system and that do not rely on existing roofs and roof coverings for support, shall not require the removal of existing roof coverings.
- b. Installation of metal panel, metal shingle, and concrete and clay tile roof coverings over existing wood shake roofs shall be permitted when the application is in accordance with § R907.4.
- c. The application of new protective coating over existing spray polyurethane foam roofing systems shall be permitted without tear-off of existing roof coverings.
- d. Where the existing

(p) *U-factor alternative (adopted in lieu of IRC § N1102.1.2).*

1. An assembly with a U-factor equal to or less than that specified in Table **N1102.1.1** shall be permitted as an alternative to the R-value in Table **N1102.1.3**

2. *Exception:* For mass walls not meeting the criterion for insulation location in § **N1102.2.5**, the U-factor shall be permitted to be:

- a. U-factor of 0.17 in Climate Zone 1.

- b. U-factor of 0.14 in Climate Zone 2.
- c. U-factor of 0.12 in Climate Zone 3.
- d. U-factor of 0.10 in Climate Zone 4 except Marine.
- e. U-factor of 0.082 in Climate Zone 5 and Marine 4.
- f. Single-family dwellings, two-family dwellings and townhomes with a window to wall ratio greater than 15% must conform to the State of Nebraska Energy Code.

(D) *Uniform Code for the Abatement of Dangerous Buildings* Certain documents in book form, two (2) copies of which are on file in the Office of the City Clerk of the City of La Vista and being marked and designated as the *Uniform Code for the Abatement of Dangerous Buildings*, 1985 Edition, are hereby adopted; and each and all of the regulations, provisions, conditions and terms of such *Uniform Code for the Abatement of Dangerous Buildings*, and all amendments, revisions or editions thereto on file or hereafter placed on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, adopted and made a part hereof as if fully set out herein.

(E) *Uniform Administrative Code adopted by reference* Certain documents in book form, two (2) copies of which are on file in the Office of the City Clerk of the City of La Vista and being marked and designated as the *Uniform Administrative Code*, 1987 Edition, are hereby adopted; and each and all of the regulations, provisions, conditions and terms of such *Uniform Administrative Code*, and all amendments, revisions or editions thereto on file or hereafter placed on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, adopted and made a part hereof as if fully set out herein.”

(F) *Life Safety Code adopted by reference.*

(1) *NFPA 101 Life Safety Code 2000 Edition adopted.* Certain documents in book or pamphlet form, two copies of which are on file in the Office of the City Clerk of the City of La Vista and being marked and designated as the *NFPA 101 Life Safety Code*, 2000 Edition (“LSC”), modified as described below, are hereby incorporated herein and adopted, and each and all of the regulations, provisions, conditions and terms of such LSC, and all amendments, revisions or editions thereto on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, incorporated, adopted and made a part hereof as if fully set out herein. The LSC is hereby adopted as amended, altered, modified and changed in the following respects:

- (a) All provisions set forth within the **Nebraska Administrative Code Title 153 – State Fire Marshal** shall control except for those provisions set forth in Title 153, Chapter 20 – “Fees for Inspection for Fire Safety,” which fees instead shall be as determined and set forth from time to time by the Mayor and City Council in the La Vista Master Fee Ordinance.

(G) *International Fire Code adopted by reference.*

(1) *International Fire Code 2012 Edition adopted.* Certain documents in book or pamphlet form, two copies of which are on file in the Office of the City Clerk of the City of La Vista and being marked and designated as the *International Fire Code, 2012 Edition* ("IFC"), modified as described below, are hereby incorporated herein and adopted, and each and all of the regulations, provisions, conditions and terms of such IFC, and all amendments, revisions or editions thereto on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, incorporated, adopted and made a part hereof as if fully set out herein. The IFC is hereby adopted as amended, altered, modified and changed in the following respects:

(a) Specifically adopted are:

- i. The IFC, Chapters 1 through 67, inclusive, and Chapter 80.
- ii. The IFC, Appendices B, E, F, G, H, and I.

(b) Specifically not adopted are the IFC, Appendices A, C, D and J.

(c) The IFC shall apply to the construction, alteration, enlargement, replacement or repair of all buildings and structures, and any new construction required as a result of moving any building.

(d) Amendments.

i. (Page 1) **101.1 Title.** These provisions shall be known as the International Fire Code of the City of La Vista, Sarpy County, Nebraska, and shall be cited as such and will be referred to herein as "this code."

ii. (Page 46) **Section 307 Open Burning, Recreational Fires and Portable Outdoor Fireplaces**

(Page 46-47) Sections 307.1 through 307.5 of the IFC are hereby deleted in their entirety. Sections 307.6 through 307.7 are hereby added as set forth below:

(Page 47) (1) **307.6 Definitions.**

(A) For the purposes of this section, the following terms shall have the meanings indicated:

OPEN BURNING

Using fire to burn material which is not contained within a fully enclosed firebox or structure and from which the products of combustion are permitted directly to the open atmosphere without passing through a stack, duct or chimney or burning that is conducted in a noncombustible container sufficiently vented to induce adequate primary combustion air with enclosed sides, a bottom, and a mesh covering with openings not larger than 1/4 inch square. Charcoal fires, or fire of other commonly accepted cooking fuels, which are contained within a manufactured hibachi, grill, smoker or gas grill, do not constitute open burning.

(Page 47) (2) **307.7 General.** Except as otherwise provided herein or elsewhere in the Municipal Code, no person, firm or corporation shall

burn or cause to be burned any material, item or thing within the City limits or within its two mile extraterritorial jurisdiction in any residential or commercially developed areas.

Exceptions.

1. This section shall not apply to and no permit shall be required for any burning which is necessary for the usual and customary preparation and/or cooking of food, including the use of normal barbecuing devices.
2. The Fire Chief or designee may waive the open burning ban under this section for an area under his or her jurisdiction by issuing an open burning permit to a person requesting permission to conduct open burning. The permit issued by the Fire Chief or designee to a person desiring to conduct open burning shall be in writing, signed by the Fire Chief or designee and on a form approved by the State Fire Marshal.
3. The Fire Chief or designee may waive the open burning ban in his or her jurisdiction when conditions are acceptable to the Fire Chief or designee.
4. The burning of dry wood in a small container manufactured for the purpose of containing small recreational fires may be allowed on the property of one- or two-family residential dwellings, in accordance with the following standards:
 - 4.1 Such fires shall be under constant supervision while burning.
 - 4.2 The fire and/or burning must be of such limited size as to allow the person in charge to have complete control over it.
 - 4.3 The fire and/or burning must not create a nuisance or a hazard to the health or the safety of persons or property in the area. Fires producing smoke that is a nuisance shall be extinguished. The Fire Chief or designee is authorized to order the extinguishment by the attendant in charge or by the Fire Department of open burning that creates or adds to a hazardous or objectionable situation.
 - 4.4 The burning of garbage, trash, leaves or other refuse shall not be permitted.
 - 4.5 The burning or igniting of highly flammable, toxic or explosive materials shall not be permitted.

iii. (Page 63) **503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, exclusive of shoulders,

except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.

iv. (Page 64) **503.2.7 Grade.** The grade of the fire apparatus access road shall be a maximum of 10% or within the limits established by the fire code official based on the fire department's apparatus.

v. (Page 101) **903.2.8 Group R.**

Exceptions: A sprinkler system is not required when all of the following conditions exist:

1. The building is R-2 occupancy and contains eight or fewer apartment units.
2. Separation is maintained between living units by means of one-hour fire partitions creating a complete vertical separation from foundation to roof.
3. Each living unit has its own separate exit access independent of other living units.

vi. (Page 333) **CHAPTER 56 Explosives and Fireworks.**

(Pages 333 – 349) Sections 5601.1 through 5609.1 of the International Fire Code are hereby deleted in their entirety. Section 5610.1 is hereby added as set forth below:

(Page 349) **5610.1 General.** The possession, storage, sale, handling, and use of 'consumer fireworks,' shall meet the requirements defined by, *Neb. Rev. Stat. §§ 28-1241* as amended, and applicable provisions of the La Vista Municipal Code."

H. *Unsafe Buildings.* In addition to any applicable provisions of the Building Code, the Municipal Code or other laws, regulations or rules, all buildings and structures existing in violation of any provisions of the International Building Code, International Fire Code or NFPA Life Safety Code 101, as adopted in this Section 150.01, upon determination by an applicable enforcement official that the violation represents a significant risk of damage or loss to persons or property, shall constitute an unsafe building or structure.

SECTION 2. Amendment of Section 150.02. Section 150.02 of the La Vista Municipal Code is hereby amended to read as follows:

“§ 150.02 MECHANICAL CODE. The standard codes specified below are hereby adopted as the Mechanical Code of the City of La Vista to regulate and provide complete and certain minimum standards, provisions and requirements for the design, construction, installation quality of materials, location, operation and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat producing appliances, as well as the design and installation of fuel gas systems and gas-fired appliances through requirements that

emphasize performance, within the jurisdiction of the City of La Vista and providing for the issuance of permits and collection of fees therefore.

(A) *International Mechanical Code adopted by reference.* Certain documents in book form, two(2) copies of which are on file in the Office of the City Clerk of the City of La Vista and being marked and designated as the *International Mechanical Code, 2012* Edition, including all appendices, and the published by the International Code Council, are hereby adopted; and each and all of the regulations, provisions, conditions and terms of such *International Mechanical Code, 2012* Edition, and all appendices, amendments, revisions or editions thereto on file or hereafter placed on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, adopted and made a part hereof as if fully set out herein.

(B) *International Fuel and Gas Code adopted by reference* Certain documents in book form, two(2) copies of which are on file in the Office of the City Clerk of the City of La Vista and being marked and designated as the *International Fuel and Gas Code, 2012* Edition, including all appendices, published by the International Code Council, are hereby adopted; and each and all of the regulations, provisions, conditions and terms of such *International Fuel and Gas Code, 2012* Edition, and all appendices, amendments, revisions or editions thereto on file or hereafter placed on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, adopted and made a part hereof as if fully set out in herein.”

SECTION 3. Amendment of Section 150.03. Section 150.03 of the La Vista Municipal Code is hereby amended to read as follows:

8 150.03 PROPERTY MAINTENANCE CODE ADOPTED BY REFERENCE.

Certain documents in book form, two copies of which are on file in the office of the City Clerk of the city of La Vista and being marked and designated as *International Property Maintenance Code, 2012* Edition, prepared by the International Code Council, and all amendments, revisions or editions be, and the same are, hereby adopted as the Property Maintenance Code of the city of La Vista regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the city of La Vista; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such *International Property Maintenance Code, 2012* Edition, and all amendments, revisions or editions thereto on file or hereafter placed on file in the office of the City Clerk of the city of La Vista are hereby referred to, adopted and made a part hereof as it fully set out in this section.

(1) *Additional requirements, rules and regulations adopted.*

(a) *Windows, skylight and door frames (adopted in addition to IPMC §304.13)*

304.13.3 Whenever there has been damage to non-structural building elements of a closed vacated residence, *see Section 108.2*, the owner of any such property is required to secure and keep secure any such structure that is in non-compliance. Any such structure that has had its windows, skylights and doors covered to secure the building due to damage of such window, skylight, and door frames, may only be allowed to cover the damaged openings for a period of sixty (60) days after receiving a Notice and Order to correct from the Building Official. After such time the owner will then be required to make permanent corrections to the openings. If after such time the repairs are not corrected through the time frame stated, the Building Official is authorized to order the structure to be corrected through any available public agency or by contract or arrangement by private persons and the costs thereof shall be charged against such real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

(b) Vacant structures (adopted in addition of IPMC § 304.18.4)

304.18.4 Whenever there has been damage to non-structural building elements of a closed vacated residence, *see Section 108.2*, the owner of any such property is required to secure and keep secure any such structure that is in non-compliance. The owner of the property is required to acquire a building permit to correct violations and comply with any Notice and Orders that may have been issued; within six (6) months of such notice or order. Violations include but not limited to; doors, windows, siding, roofing, building openings. If such time the repairs are not corrected within the time frame stated the Building Official is authorized to order the structure to be corrected through any available public agency or by contract or arrangement by private persons and the costs thereof shall be charged against such real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

SECTION 4. Amendment of Section 150.04. Section 150.04 of the La Vista Municipal Code is hereby amended to read as follows:

“§ 150.04 PLUMBING CODE ADOPTED BY REFERENCE.

Certain documents in book form, two(2) copies of which are on file in the Office of the City Clerk of the City of La Vista and being marked and designated as the *International Plumbing Code, 2012* Edition, including Appendix “C”, Gray Water Recycling System, Appendix “E”, Sizing of Water Piping System, Appendix “F”, Structural Safety, and Appendix, are hereby adopted as the Plumbing Code of the City of La Vista to regulate and provide certain minimum standards, provisions and requirements for safe and stable installation, methods of connection, and uses of materials in the installation of plumbing and plumbing related work within the jurisdiction of the City of La Vista and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such *International Plumbing Code, 2012* Edition and specified appendices, and all amendments, revisions or editions thereto on file or hereafter placed on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, adopted and made a part hereof as if fully set out herein.”

SECTION 5. Amendment of Section 150.05. Section 150.05 of the La Vista Municipal Code is hereby amended to read as follows:

“§ 150.05 ELECTRICAL CODE ADOPTED BY REFERENCE.

Certain documents in book form, two(2) copies of which are on file in the Office of the City Clerk of the City of La Vista and being marked and designated as the *National Electric*

Code, 2014 Edition, including amendments thereto recommended by the National Fire Protection Association and published by the National Fire Protection Association, *2014* Edition, are hereby adopted as the Electrical Code of the City of La Vista to regulate and provide complete and certain minimum standards, provisions and requirements for electrical wiring of buildings, structures, machinery and equipment for light and power, safe and fireproof installation, methods of connection, and uses of materials in the installation of electrical wiring and appliances within the jurisdiction of the City of La Vista and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such *National Electric Code, 2014* Edition, and all amendments, revisions or editions thereto on file or hereafter placed on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, adopted and made a part hereof as if fully set out herein.”

Section 6. Repeal. Sections 150.01, 150.02, 150.03, 150.04, and 150.05 and all other ordinances and any parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof are hereby repealed.

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

Section 8. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication in book or pamphlet form or as otherwise provided by law.

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF LA VISTA,

DOUGLAS KINDIG, MAYOR

Attest:

PAMELA BUETHE, City Clerk

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