

## LA VISTA CITY COUNCIL MEETING AGENDA

October 1, 2019

6:00 P.M.

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

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act
- Service Award: Jim Ruffner – 25 Years

*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 September 17, 2019 City Council Meeting
3. Approval of the Minutes of the August 15, 2019 Planning Commission Meeting
4. Approval of the Minutes of the September 19, 2019 Planning Commission Meeting
5. Approval of the Minutes of the September 12, 2019 Library Advisory Board Meeting
6. Request for Payment – Alfred Benesch & Company – Professional Services – 2019 Park View Blvd Resurfacing – \$6,187.96
7. Request for Payment – Design Workshop, Inc. – Professional Services – 84<sup>th</sup> Streetscape Plan – \$11,448.19
8. Request for Payment – DLR Group – Professional Services – City Centre Parking Facility CA – \$2,070.47
9. Request for Payment – Graham Construction, Inc. – Construction Services – 84<sup>th</sup> Street Redevelopment Area – City Centre Infrastructure – \$510,201.94
10. Request for Payment – HGM Associates, Inc. – Professional Services – East La Vista Sewer and Pavement Rehabilitation – Phase I Investigation – \$10,814.25
11. Request for Payment – HDR Engineering, Inc. – Professional Services – Project Management for Public Improvements and Other Works – \$7,881.59
12. Request for Payment – RDG Planning & Design – Professional Services – Civic Center Park Phase 2 – \$649.90
13. Request for Payment – SIEREX Designs, Inc. – Construction Services – Mini Park Improvements – Eberle Walden Park Shelter – \$11,862.00
14. Request for Payment – Swain Construction – Construction Services – Park View Blvd. Resurfacing – \$98,429.50
15. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Misc. Services, Survey – \$383.05
16. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Surveying Services – 72<sup>nd</sup> Street Storm Sewer Settlement – \$1,406.20
17. Request for Payment – Water's Edge Aquatic Design, LLC – Professional Services – Concept Planning – \$1,387.50
18. Approval of Claims

- Reports from City Administrator and Department Heads

### B. Ordinance – Zoning Text Amendments – Personal Services

1. Public Hearing
2. Ordinance

### C. Ordinance – Amendments to Municipal Code Chapter 71: Traffic Regulations

### D. Application for Replat – La Vista City Centre Replat 3 – 84<sup>th</sup> St & Barmettler Dr.

1. Resolution – Replat
2. Resolution – Subdivision Agreement Amendment

### E. Resolution – Change Order No. 2 – 84<sup>th</sup> Street Rehabilitation Project

### F. Resolution – Amendment No. 1 – OPPD Transmission Line Permanent Relocation Agreement

### G. Resolution – Architectural Services – Public Offstreet Parking Facilities

### H. Resolution – Professional Engineering Services – Offstreet Parking District No. 2 – Structure No. 2

- I. **Resolution – Award Contract – Erosion Control Maintenance – 84<sup>th</sup> Street Redevelopment Area**
- J. **Approval of Class D Liquor License Application – QuickTrip Corporation dba QuickTrip**
  - 1. Public Hearing
  - 2. Resolution
- K. **Position Description Update**
  - **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.



CITY OF LA VISTA

**CERTIFICATE OF APPRECIATION**

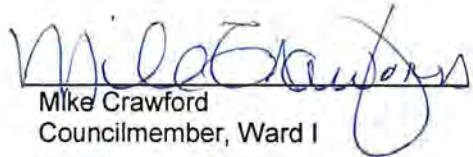
A CERTIFICATE OF APPRECIATION PRESENTED TO **JAMES RUFFNER OF LA VISTA PUBLIC WORKS**, FOR 25 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **James Ruffner** has served the City of La Vista since June 12, 1994; and

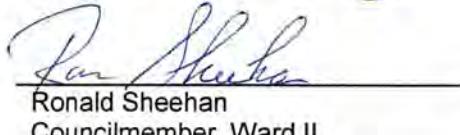
WHEREAS, **James Ruffner's** input and contributions to the City of La Vista have contributed to the success of the City;

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **James Ruffner** on behalf of the City of La Vista for 25 years of service to the City.

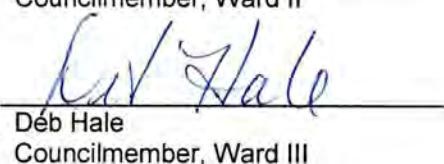
DATED THIS 1ST DAY OF OCTOBER 2019.



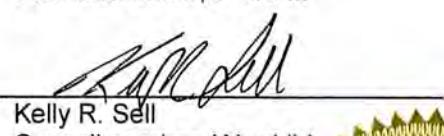
Mike Crawford  
Councilmember, Ward I



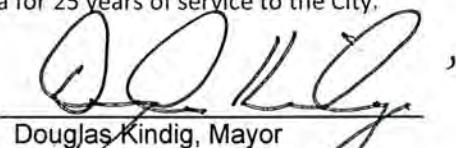
Ronald Sheehan  
Councilmember, Ward II



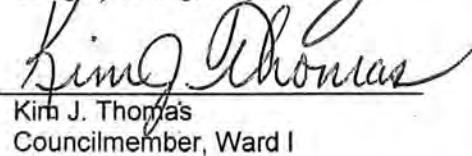
Deb Hale  
Councilmember, Ward III



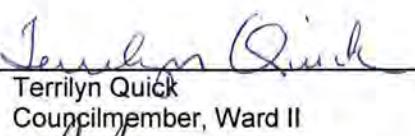
Kelly R. Sell  
Councilmember, Ward IV



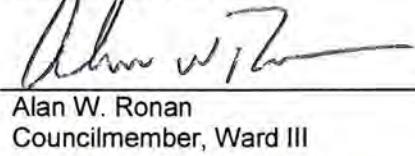
Douglas Kindig, Mayor



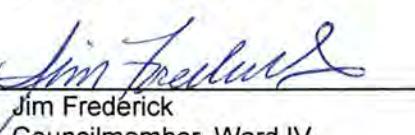
Kim J. Thomas  
Councilmember, Ward I



Terrilyn Quick  
Councilmember, Ward II



Alan W. Ronan  
Councilmember, Ward III



Jim Frederick  
Councilmember, Ward IV

ATTEST:



Pamela A. Buethe, CMC  
City Clerk



# MINUTE RECORD

A-2

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

## LA VISTA CITY COUNCIL MEETING SEPTEMBER 17, 2019

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on September 17, 2019. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, Recreation Director Stopak, Finance Director Miserez, City Engineer Kottmann, Senior Planner Solberg and Human Resources Director Trail.

A notice of the meeting was given in advance thereof by publication in the Times on September 4, 2019. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### **SERVICE AWARD: SUE TANGEMAN – 20 YEARS**

Mayor Kindig presented a service award to Sue Tangeman for 20 years of service to the City.

### **CONSENT AGENDA**

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF THE MINUTES OF THE SEPTEMBER 6, 2019 CITY COUNCIL MEETING**
- 3. MONTHLY FINANCIAL REPORT – JULY 2019**
- 4. REQUEST FOR PAYMENT – FELSBURG, HOLT & ULLEVIG – PROFESSIONAL SERVICES – GILES SIGNAL RETIMING - \$1,424.60**
- 5. REQUEST FOR PAYMENT – HAWKINS CONSTRUCTION COMPANY – CONSTRUCTION SERVICES – PARKING DISTRICT NO. 2, STRUCTURE NO. 1 - \$466,744.50**
- 6. REQUEST FOR PAYMENT – LEAGUE OF NEBRASKA MUNICIPALITIES – MEMBERSHIP DUES – \$46,392.00**
- 7. REQUEST FOR PAYMENT – MIDWEST RIGHT OF WAY SERVICES, INC. – PROFESSIONAL SERVICES – 120<sup>TH</sup> & GILES TOTAL ACQUISITION – \$340.00**
- 8. REQUEST FOR PAYMENT – OLSSON – PROFESSIONAL SERVICES – CITY CENTER GEOTECHNICAL SERVICES – \$2,920.91**
- 9. REQUEST FOR PAYMENT – REDZ, LLC – CONSTRUCTION SERVICES – BROOK VALLEY BUSINESS PARK STORM SEWER REPAIR AND EXTENSION – \$105,000.00**
- 10. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – PLACEMAKING & LA SERVICES – \$12,439.09**
- 11. REQUEST FOR PAYMENT – SARPY COUNTY – PROFESSIONAL SERVICES – 132ND & GILES INTERSECTION RECONSTRUCTION – \$6,864.23**
- 12. REQUEST FOR PAYMENT – SARPY COUNTY – CONSTRUCTION SERVICES – 132ND & GILES INTERSECTION RECONSTRUCTION – \$226,193.26**
- 13. REQUEST FOR PAYMENT – SWAIN CONSTRUCTION – CONSTRUCTION SERVICES – 84<sup>TH</sup> STREET ACCESS IMPROVEMENTS - \$212,474.69**
- 14. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – PHASE 2 GOLF COURSE TRANSFORMATION – PROPOSED LAKE IMPROVEMENTS – \$4,039.75**
- 15. REQUEST FOR PAYMENT – URETEK USA, INC. – CONSTRUCTION SERVICES – 72<sup>ND</sup> STREET PAVEMENT LEVELING OVER THOMPSON CREEK - \$16,549.58**
- 16. RESOLUTION NO. 19-127 – CHANGE ORDER NO. 1 – 72<sup>ND</sup> STREET PAVEMENT LEVELING OVER THOMPSON CREEK**

# MINUTE RECORD

September 17, 2019

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 1 TO THE CONTRACT WITH URETEK – GREAT PLAINS REGION, TOMBALL, TEXAS, TO PROVIDE FOR ADDITIONS OF WORK FOR 72ND STREET PAVEMENT LEVELING OVER THOMPSON CREEK CONTRACT IN AN AMOUNT NOT TO EXCEED \$1,049.58.

WHEREAS, the City has determined it is necessary for additions of work to the contract; and

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

WHEREAS, the contract amount will increase by \$1,049.58 for a contract total of \$16,549.58 with change order number 1;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number 1 to the contract with URETEK – Great Plains Region, Tomball, Texas, to provide for additions of work for the 72nd Street Pavement Leveling Over Thompson Creek contract in an amount not to exceed \$1,049.58.

## 17. APPROVAL OF CLAIMS

AA WHEEL & TRUCK SUPPLY, maint	4.09
ABM SUPPLY, apparel	5,530.00
ACCO UNLIMITED CORP, supplies	279.25
ACTION BATTERIES, maint.	233.50
AMAZON CAPITAL, services	1,707.47
AMERICA'S FENCE STORE INC, bld&grnds	454.35
ANGELA SEMINARA, refund	215.00
APRIL GRAUMANN, refund	95.00
BAUER BUILT INC, maint.	53.93
BAXTER CHRYSLER JEEP, maint.	54.78
BKD LLP, services	940.00
BLADE MASTERS GROUNDS MNTNC, services	308,883.08
BOOKPAGE, services	576.00
CATHERINE DEMES MAYDEW, services	1,560.00
CENTER POINT, books	364.32
CENTURY LINK, phones	586.07
CENTURY LINK BUSN SVCS, phones	146.25
CERTIFIED POWER INC, maint.	428.75
CINTAS CORP, services	2,194.52
CITY OF PAPILLION, services	27,668.68
CONTROL MASTERS INC, bld&grnds	507.50
COX COMMUNICATIONS, INC, services	277.40
CULLIGAN OF OMAHA, services	16.00
D & K PRODUCTS, services	4,092.18
DANIELSON TECH SUPPLY INC, maint.	574.00
DULTMEIER SALES LLC, services	300.00
DXP ENTERPRISES INC, services	103.81
EDGEWEAR SCREEN PRINTING, apparel	617.45
ERNCO INC, bld&grnds	11,925.00
EXPRESS DISTRIBUTION LLC, supplies	41.86
FASTENAL CO, maint.	500.13
FIRST WIRELESS INC, services	1,023.15
FORCE SCIENCE INSTITUTE, services	1,650.00
GALE, books	333.61
GENERAL FIRE & SAFETY EQUIP CO, bld&grnds	1,057.50
GENUINE PARTS CO, maint.	677.53
GRAINGER, supplies	54.06
GRAYBAR ELECTRIC CO, bld&grnds	15.78
GREAT PLAINS UNIFORMS, apparel	1,450.00
GREATAMERICA FINANCIAL, services	1,127.00

# MINUTE RECORD

September 17, 2019

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

HANEY SHOE STORE, apparel	150.00
HARM'S CONCRETE INC, maint.	145.00
HDR ENGINEERING INC, services	10,141.80
HERRICK, ANGELA DAWN, services	100.00
HOSE & HANDLING INC, maint.	119.77
HY-VEE INC, services	47.00
INGRAM LIBRARY, books	2,992.53
J & J SMALL ENGINE SERVICE, maint.	336.76
J RETZ LANDSCAPE, INC, services	3,300.00
JARED GEGZNA, refund	120.00
JMAC CONSULTING GROUP, services	1,700.00
JONES AUTOMOTIVE INC, maint.	115.93
KANOPI, INC, services	69.00
KIMBALL MIDWEST, services	413.90
KRIHA FLUID POWER CO, maint.	117.00
LV COMM FOUNDATION, payroll	60.00
LIBRARY IDEAS LLC, books	44.50
LOGAN CONTRACTORS SUPPLY, services	2,323.68
LOVELAND GRASS PAD, bld&grnds	113.70
LOWE'S, b;d&grnds	81.63
MARK A KLINKER, services	200.00
MEMPHIS NET & TWINE CO, services	1,399.26
MENARDS-RALSTON, bld&grnds	818.95
METRO COMM COLLEGE, services	29,896.78
MIDLANDS LIGHTING & ELECTRIC, bld&grnds	152.35
MID-WEST MILITARY, services	40.00
MIDWEST OFFICE AUTOMATION, supplies	267.32
MIDWEST SERVICE & SALES, maint.	515.00
MIDWEST TAPE, media	379.41
MOTOROLA SOLUTIONS INC, services	10,285.50
MSC INDUSTRIAL SUPPLY, maint.	18.83
NE ENVIRONMENTAL PRODUCTS, services	103,018.81
NE IOWA INDL FASTENERS INC, maint.	25.51
NMC EXCHANGE LLC, maint.	19.63
OCLC INC, services	161.21
OFFICE DEPOT INC, supplies	252.69
OFFUTT YOUTH CENTER, services	3,360.00
OLSSON, INC, services	33,762.93
OPPD, utilities	54,323.73
OMAHA TACTICAL LLC, apparel	178.00
ONE CALL CONCEPTS INC, services	346.73
O'REILLY AUTO ENTERPRISES, maint.	1,449.16
ORIENTAL TRADING CO, supplies	358.29
PAPILLION SANITATION, services	1,480.68
PAPILLION TIRE INC, maint.	25.50
PUBLIC AGENCY TRAINING COUNCIL, services	1,300.00
RDG PLANNING & DESIGN, services	1,074.78
ROBERT T. HENNICH, maint.	2,036.00
SAPP BROS INC, maint.	251.28
SAPP BROS PETROLEUM, maint.	526.06
SARPY COUNTY COURTHOUSE, services	4,207.68
SARPY COUNTY FISCAL ADM, services	60,685.91
SCHOLASTIC LIBRARY PUBLISHING, books	218.40
SERVICEONE INC, bld&grnds	274.93
SIRIUS COMPUTER SOLUTIONS, services	4,851.10
SOUTHERN UNIFORM, apparel	341.43
SUBURBAN NEWSPAPERS, services	1,646.38
TED'S MOWER SALES, maint.	132.95
TERRY HUGHES TREE, services	2,815.00
THEATRICAL MEDIA, services	150.00

# MINUTE RECORD

September 17, 2019

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

TOSHIBA FINANCIAL, services	138.00
TRANS UNION RISK, services	50.00
TRUCK CENTER COMPANIES, maint.	384.13
TURFWERKS, services	61,059.10
U.S. CELLULAR, phones	1,466.46
ULINE, INC., services	166.87
UNITE PRIVATE NETWORKS LLC, services	3,850.00
WELLINGTON EXPERIENCE, services	5,000.00
WESTLAKE HARDWARE, bld&grnds	1,454.12
WHITE CAP CONSTR SUPPLY, services	40.99
WICK'S STERLING TRUCKS INC, maint.	140.26

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

Assistant to the City Administrator Prouhet reported that the National Community Surveys are going out to 1,700 households starting September 18.

Recreation Director Scott Stopak reported on the Civic Center Park trail dedication, and he reported the Pump and Run event will be held at Civic Center Park on September 21, and the Fall Festival will be held on September 21 at the City Hall campus.

Library Director Barcal reported the Library is hosting its first online teen book club, and the Library has been re-accredited for three years by the Nebraska Library Commission.

Police Chief Lausten reported the chicken issue, which was reported to Council, has been abated, and he reported on the issue of parking in front of mailboxes.

City Engineer Pat Dowse reported on the 84th Street pavement repairs.

## SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION – SECOND QUARTER REPORT

Business Development Manager Josh Charvat, with the Sarpy County Economic Development Corporation, gave a development report for April through June 2019.

## PRESENTATION – 84TH STREET ADAPTIVE SIGNAL PROJECT

Brian Guy from the City of Omaha Public Works Department's Traffic Engineering Division gave an update on the 84th Street adaptive signal project.

## PRESENTATION – 84TH STREET REDEVELOPMENT UPDATE

Chris Koenig, with HDR, gave a report on the 84th Street redevelopment projects.

## B. COMPREHENSIVE PLAN AMENDMENT – FUTURE LAND USE MAP – LA VISTA CITY CENTRE

### 1. PUBLIC HEARING

At 6:43 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Comprehensive Plan amendment. Chris Erickson gave a presentation on the proposed development. There was a public comment expressing concern about another music venue, lighting, and noise.

# MINUTE RECORD

September 17, 2019

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

At 6:59 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **2. ORDINANCE**

Councilmember Hale introduced Ordinance No. 1367 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND SECTIONS 1 AND 2 OF ORDINANCE NO. 1342 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 TO UPDATE THE COMPREHENSIVE DEVELOPMENT PLAN AND RELATED FUTURE LAND USE MAP; TO REPEAL SECTIONS 1 AND 2 OF ORDINANCE NO. 1342 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 AND ANY OTHER CONFLICTING ORDINANCES AS PREVIOUSLY ENACTED, TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR THE EFFECTIVE DATE.

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

Said ordinance was then read by title, and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Frederick. The Mayor then stated the question, "Shall Ordinance No. 1367 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **C. CONDITIONAL USE PERMIT – WEST BUILDING, LOT 15 BROOK VALLEY II BUSINESS PARK (CENTENNIAL ROAD & 117<sup>TH</sup> STREET)**

### **1. PUBLIC HEARING**

At 7:01 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed conditional use permit. Pat O'Donnell gave a presentation on the proposed use.

At 7:06 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. RESOLUTION**

Councilmember Sell introduced and moved for the adoption of Resolution No. 19-128 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR QUAKES SOFTBALL, INC., TO OPERATE AN INDOOR RECREATIONAL FACILITY ON LOT 15, BROOK VALLEY II BUSINESS PARK.

WHEREAS, Quakes Softball, Inc. has applied for approval of a Conditional Use Permit for an Indoor Recreational Facility on Lot 15, Brook Valley II Business Park, located northwest of Centennial Road and South 117<sup>th</sup> Street; and

WHEREAS, the Planning Commission held a public hearing on August 15, 2019, and has recommended approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the Conditional Use Permit for such purposes.

# MINUTE RECORD

September 17, 2019

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

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for Quakes Softball, Inc., to allow for an Indoor Recreational Facility on Lot 15, Brook Valley II Business Park.

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

## **D. RESOLUTION – SET PROPERTY TAX LEVY FOR FY20**

Councilmember Thomas introduced and moved for the adoption of Resolution No.19-129 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING THE PROPERTY TAX REQUEST FOR THE FISCAL YEAR 2019-2020.

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of La Vista passes by a majority vote a resolution setting the tax request; and

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

NOW THEREFORE, the Governing Body of the City of La Vista, resolves that:

1. The 2019 – 2020 property tax request be set at \$9,082,799.00.
2. The total assessed value of property differs from last year's total assessed value by 7%.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.513513 per \$100 of assessed value.
4. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$.55 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will be less than last year's by 12%.
6. A copy of this resolution be certified and forwarded to the Sarpy County Clerk on or before October 13, 2019.

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

**General Fund - \$8,091,948.00 (\$0.49 mill levy)**

**Bond Fund - \$990,851.00 (\$0.06 mill levy); and**

A copy of this resolution and other required documents be certified and forwarded to the County Clerk and filed with the Auditor of Public Accounts in accordance with applicable law.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record below the record vote of the Governing Body in passing this Resolution, which record vote shall be incorporated into this Resolution by reference.

Seconded by Councilmember Sheehan. There was public comment in support of the resolution. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **E. RESTRICTED FUNDS BUDGET AUTHORITY**

### **1. PUBLIC HEARING**

At 7:12 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed resolution.

# MINUTE RECORD

September 17, 2019

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

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

## **2. RESOLUTION**

Councilmember Hale introduced and moved for the adoption of Resolution No.19-130 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO INCREASE THE BASE OF RESTRICTED FUNDS AUTHORITY IN THE 2019-20 MUNICIPAL BUDGET BY AN ADDITIONAL ONE PERCENT.

WHEREAS, the Mayor and City Council, after notice and public hearing as required by state statute, approved the 2019-20 municipal budget on September 3, 2019; and

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

WHEREAS, an increase in the base of restricted funds authority by an additional one percent in the 2019-20 municipal budget is allowed following the approval of at least 75% of the governing body.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize an increase in the base of restricted funds authority in the 2019-20 municipal budget by an additional one percent.

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

## **F. APPROVAL OF CLASS I LIQUOR LICENSE APPLICATION – INFINITE LOOP VR LLC DBA INFINITE LOOP VR**

### **1. PUBLIC HEARING**

At 7:13 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the liquor license application. Jeremiah Maddock, representing Infinite Loop VR, was present to answer any questions.

At 7:13 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **2. RESOLUTION**

Councilmember Thomas introduced and moved for the adoption of Resolution No.19-131 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS I LIQUOR LICENSE FOR INFINITE LOOP VR LLC DBA INFINITE LOOP VR IN LA VISTA, NEBRASKA.

WHEREAS, Infinite Loop VR LLC dba Infinite Loop VR, 9825 Giles Road, Suite C, D, E and F, 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;

# MINUTE RECORD

September 17, 2019

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

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 a Class I Liquor License submitted by Infinite Loop VR LLC dba Infinite Loop VR, 9825 Giles Road, Suite C, D, E and F, La Vista, Sarpy County, Nebraska.

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

## **G. AMEND MUNICIPAL CODE SECTIONS 111.18 AND 111.19 - FIREWORKS**

### **1. PUBLIC HEARING**

At 7:14 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed ordinance. There was public comment in favor of and opposed to the proposed ordinance.

At 7:24 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. ORDINANCE**

Councilmember Thomas introduced Ordinance No. 1368 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTIONS 111.18 AND 111.19; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Thomas moved that the statutory rule requiring reading on three different days be suspended. Councilmember Sell seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Thomas, Crawford, and Sell. Nays: Frederick, Ronan, Sheehan, Quick, and Hale. Abstain: None. Absent: None. Motion failed.

Councilmember Crawford moved to amend the ordinance to allow seven (7) days for sales and seven (7) days for discharge with the hours of 11:00 a.m. to 10:00 p.m. for the first five (5) days and 11:00 a.m. to 11:00 p.m. on July 3rd and 4th. Discussion was held. Councilmember Crawford withdrew his motion.

Councilmember Sheehan moved to amend the ordinance to allow ten (10) days for sales with the hours of 11:00 a.m. to 10:00 p.m. for the first eight (8) days and 11:00 a.m. to 11:00 p.m. on July 3rd and 4th and to allow seven (7) days for discharge with the hours of 11:00 a.m. to 10:00 p.m. for the first five (5) days and 11:00 a.m. to 11:00 p.m. on July 3rd and 4th. Councilmember Crawford seconded the motion. Councilmembers voting aye: Sheehan, Thomas, Crawford, and Quick. Nays: Frederick, Ronan, Hale, and Sell. Abstain: None. Absent: None. Motion failed.

Discussion was held.

Councilmember Frederick moved to amend the ordinance to allow seven (7) days for sales and discharge with the hours of 11:00 a.m. to 10:00 p.m. for the first five (5) days and 11:00 a.m. to 11:00 p.m. on July 3rd and 4th. Councilmember Sheehan seconded the motion. Councilmembers voting aye: Frederick, Sheehan, Thomas, and Sell. Nays: Ronan, Crawford, Quick, and Hale. Abstain: None. Absent: None. Motion failed.

Councilmember Thomas made a motion to move the original ordinance on to second reading. Councilmember Sell seconded the motion. Councilmembers voting aye: Frederick, Sheehan, Thomas, and Sell. Nays: Ronan, Crawford, Quick, and Hale. Abstain: None. Absent: None. Motion failed.

# MINUTE RECORD

September 17, 2019

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

## H. RESOLUTION – SURPLUS EQUIPMENT

Councilmember Hale introduced and moved for the adoption of Resolution No.19-132 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, City Staff has recognized 20 pieces of equipment located at the Public Works Facility to be surplused; and

WHEREAS, the City Administrator and Director of Public Works recommend that the above-mentioned items be declared surplus and sold;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that 20 pieces of equipment located at the Public Works Facility be declared surplus property and sold.

AND BE IT FURTHER RESOLVED that the General fund will receive the revenue from the sale.

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

## I. RESOLUTION – AUTHORIZE PURCHASE – CONTOUR MOWING DECK

Councilmember Quick introduced and moved for the adoption of Resolution No.19-133 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2019 VENTRAC CONTOUR MOWING DECK FROM TURFWERKS, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$6,761.75.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a Ventrac contour mowing deck is necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for this purchase; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 2019 Ventrac contour mowing deck from Turfwerks, Omaha, Nebraska in an amount not to exceed \$6,761.75.

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

## COMMENTS FROM THE FLOOR

Gary Bush commented on Council contact with constituents.

## COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and Council.

At 8:15 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

# MINUTE RECORD

September 17, 2019

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

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER 2019.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



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

**PLANNING COMMISSION MINUTES**  
**AUGUST 15, 2019 6:30 P.M.**

The City of La Vista Planning Commission held a meeting on Thursday, August 15, 2019 in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Tom Miller called the meeting to order at 6:30 p.m. with the following members present: Gayle Malmquist, Mike Krzywicki, John Gahan, Tom Miller, and Kevin Wetuski. Members absent were: Jason Dale, Kathleen Alexander, Harold Sargus, and Mike Circo. Also in attendance were Chris Solberg, Senior Planner; Meghan Engberg, Permit Technician; Cale Brodersen, Assistant Planner; Pat Dowse, City Engineer; and John Kottmann, City Engineer.

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

**1. Call to Order**

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

**2. Approval of Meeting Minutes – July 18, 2019**

*Malmquist moved, seconded by Gahan, to approve the July 18th minutes. Ayes: Malmquist, Krzywicki, Gahan, Miller, and Wetuski. Nays: None. Abstain: None. Absent: Dale, Sargus, Circo and Alexander. Motion Carried, (5-0)*

**3. Old Business**

**A. Comprehensive Plan Amendment-Future Land Use Map**

- i. **Staff Report – Chris Solberg:** Solberg stated that the applicant, La Vista City Centre LLC, is requesting a Comprehensive Plan Amendment (Future Land Use Map) for portions of proposed Lot 3 La Vista City Centre Theater from Parks and Recreation to Mixed Use. Staff recommends approval of the Comprehensive Plan Amendment, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of final replat, redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances. Solberg reminded the commission that the public hearing is still open, so they will need to continue with the public hearing and close it out before making the recommendation.

- ii. **Public Hearing (Continued from 7/18/2019): Miller closed the public hearing as no members of the public came forward.**

Krzywicki brought up the map and asked if there would be any concerns about the very narrow strips of land on the lower left and right of the red outlined area for maintenance by the city.

Solberg said that the city doesn't have any qualms about that as it's an area that they are already taking care of and in those areas there will mainly be some steps, which go from the park area up to the development area. It's a way of public access to the park.

- 4. **Recommendation:** *Malmquist* moved, seconded by *Gahan* to recommend approval of the Comprehensive Plan Amendment subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of final replat, redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances. **Ayes: Malmquist, Krzywicki, Gahan, Miller, and Wetuski. Nays: None. Abstain: None. Absent: Dale, Sargus, Circo and Alexander. Motion Carried, (5-0)**

## 5. New Business

### A. Conditional Use Permit – Quakes Softball, Inc.

- i. **Staff Report – Cale Brodersen:** Brodersen stated that the applicant, Quakes Softball Inc., is requesting a Conditional Use Permit for an indoor practice facility for their softball team in an industrial building located at 8820 S 117<sup>th</sup> Street. Staff recommends approval of the Conditional Use Permit as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.
- ii. **Applicant Presentation:** Pat O'Donnell and Dick Jablonski came up and spoke on behalf of the applicant. O'Donnell went into the history of the organization to give the commissioners a little background into who they are. He said that their goal is to teach life lessons through the sport of softball. Jablonski said that they love the new facility and that it's perfect for their organization. He said that the reason they need an indoor facility is to accommodate for the winter months. He said that there will be no games there, it is strictly a practice facility. Jablonski mentioned that there will be tunnels for pitching and hitting. He said that teams practice and leave, so it's a constant in and out. He said that they are very careful about scheduling, cleaning up and taking care of the facility. O'Donnell and Jablonski then invited the commission to ask any questions they may have.

Gahan asked if they could describe what a tunnel is.

O'Donnell said that a tunnel is basically a batting cage, which consists of nets 12 feet wide, by 12 feet high, by 55 feet long.

Gahan asked if there are pitchers or a machine.

O'Donnell said that their plan is to have one pitching machine in each of the sets of 5 tunnels. He said that at the level that most of their teams play, live pitching would not be consistent enough, so they will use the pitching machines and tees.

Miller mentioned that he had experience with what the applicants are doing and that winter practices are very important. He said that he did notice that their neighbor signed off on some parking that they will be able to use during practice hours since it looks like the facility will be full quite a bit.

O'Donnell said that at times they would, but a lot of the times kids are dropped off for practice.

Krzywicki brought up the parking and where it talked about them having 53 stalls, but that they are only indicating 24 dedicated parking stalls and asked why there was a difference.

Nate Gieselman from RDG came up and said that there are roughly 53 stalls on site, but the adjacent tenant uses them as outdoor storage, so they didn't count those. He said that there are two buildings on that site, so it's no different than a strip mall where there's multiple bays sharing parking. He said that on the site there are 53 stalls, but they have dedicated the ones closest to them for the facility.

Krzywicki brought up the lot that is circled on the application packet shows two buildings and requested confirmation that they are only going to be in one of the buildings.

Gieselman said that was correct.

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

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

Krzywicki brought up the parking requirements section of the recommendation report and read part of Section 3E that says that Quakes may be required to provide additional parking spaces if it's no longer sufficient and asked why they put in the word 'may' instead of 'will'.

Brodersen said that parking was the biggest concern that they had when they were reviewing this and said that Dowse helped out a lot with this as well. He brought up that street parking is not allowed on either of those streets. He said that he did call the neighboring tenant to make sure they were aware and that they did sign off on the agreement and to verify when their employees are generally there. He brought up that there was a provision put into the CUP that if parking is overflowing and they

are seeing parking in the streets, that the city can go and require them to provide additional parking if need be.

Solberg mentioned that the wording in the CUP states 'will', while the staff report says 'may'. He mentioned that he will have this corrected prior to the city council meeting.

- iv. **Recommendation:** Gahan moves, seconded by Malmquist to recommend approval for item 4A, Conditional Use Permit for Quakes Softball Inc., be approved by the city council as the Conditional Use Permit is consistent with the Comprehensive Plan and Zoning Ordinance. **Ayes:** Malmquist, Krzywicki, Gahan, Miller, and Wetuski. **Nays:** None. **Abstain:** None. **Absent:** Dale, Sargus, Circo and Alexander. **Motion Carried, (5-0)**

**6. Comments from the Floor:**

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

**7. Comments from the Planning Commission:**

Miller mentioned this was officially his last meeting as a member of the Planning Commission.

**8. Comments from Staff:**

Solberg said that this fall, the Nebraska Planning Zoning Association (NPZA) will be having a fall workshop on October 30<sup>th</sup> and 31<sup>st</sup> in Nebraska City. He said that we will provide an email with information and will cover their expenses for the conference. He said that APA Nebraska is also having a workshop November 15<sup>th</sup> in Lincoln with a concentration on housing.

Solberg thanked Miller for his work on the commission.

Solberg brought up to the commission that based on the bylaws, the chair position does not just get moved over to the vice chair, there will have to be another election. He brought up that we are also looking for another planning commission member and 2 board of adjustment members.

**9. Adjournment**

Miller adjourned the meeting at 7:00 p.m.

Reviewed by Planning Commission:

---

Planning Commission Secretary

---

Planning Commission Chair

---

Date



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

**PLANNING COMMISSION MINUTES**  
**SEPTEMBER 19, 2019 6:30 P.M.**

The City of La Vista Planning Commission held a meeting on Thursday, September 19, 2019 in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Kevin Wetuski called the meeting to order at 6:30 p.m. with the following members present: Gayle Malmquist, John Gahan, Mike Circo, Harold Sargus, Kathleen Alexander, and Kevin Wetuski. Members absent were: Jason Dale and Mike Krzywicki. Also in attendance were Chris Solberg, Senior Planner; Meghan Engberg, Permit Technician; Cale Brodersen, Assistant Planner; Pat Dowse, City Engineer; 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 Vice Chairman Wetuski at 6:30 p.m. Copies of the agenda and staff reports were made available to the public.

**2. Approval of Meeting Minutes – August 15, 2019**

*Malmquist* moved, seconded by *Alexander*, to approve the August 15th minutes. **Ayes: Sargus, Gahan, Wetuski, and Malmquist. Nays: None. Abstain: Circo and Alexander. Absent: Dale and Krzywicki. Motion Carried, (4-0-2)**

**3. Old Business**

None.

**4. New Business**

*Malmquist* moved, seconded by *Circo* to move election of officers to the last agenda item. **Ayes: Sargus, Gahan, Wetuski, Circo, Alexander, and Malmquist. Nays: None. Abstain: None. Absent: Dale and Krzywicki. Motion Carried, (6-0)**

**A. Zoning Ordinance Amendment – Sections 5.06-5.09 (Setbacks for Public Facilities in Zones R1-R4, and MU-CC)**

- i. **Staff Report – Chris Solberg:** Solberg stated that, upon review, staff has concluded that an update to the Zoning Ordinance – Sections 5.06-5.09 and 5.19 (R1-R4, and MU-CC Districts) relating to the building setbacks for publicly owned and operated facilities is warranted. La Vista’s current Zoning Ordinance does not directly address the building setbacks for publicly owned and operated facilities in all residential and mixed-use districts. The proposed changes will provide the City with more flexibility in the placement of its public facilities in these districts. Staff recommends approval of the attached amendments.
- ii. **Public Hearing:** Wetuski opened the public hearing.  
  
Wetuski closed the public hearing as no members of the public came forward.
- iii. **Recommendation:** Circo moved, seconded by Malmquist to recommend approval for an update to the Zoning Ordinance – Sections 5.06-5.09, and 5.19 (R1-R4, and MU-CC Districts) relating to the building setbacks for publicly owned and operated facilities. **Ayes: Sargus, Gahan, Wetuski, Circo, Alexander, and Malmquist. Nays: None. Abstain: None. Absent: Dale and Krzywicki. Motion Carried, (6-0)**

**B. Zoning Ordinance Amendment – Sections 2.17, 5.10-5.12, and 5.19 (Definitions and Permitted Uses in Zones C1-C3, and MU-CC)**

- i. **Staff Report – Cale Brodersen:** Brodersen stated that staff recently received a building permit application for “Float District”, a float spa or sensory deprivation tank spa in Southport West that provides equipment-based therapies. During the zoning review it was found that this use is not addressed in the La Vista Zoning Ordinance, though it does fit the character and intent of the C-1, C-3, C-3, and MU-CC Districts. Additionally, the La Vista Zoning Ordinance does not clearly address similar issues such as day spas or massage therapy spas. Surrounding communities account for these wellness-oriented uses in a category called “Personal Services”. The proposed changes to the Zoning Ordinance provide for a definition for “Personal Services” and allow for its permitted use in the C-1, C-2, C-3, and MU-CC Districts. Staff recommends approval of the proposed amendments.
- ii. **Public Hearing:** Wetuski opened the public hearing.

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

Circo asked where hair salons fit in La Vista’s Zoning Ordinance.

Brodersen said that they are currently accounted for in categories called Barber & Beauty Shops in the Zoning Ordinance.

- iii. *Gahan* moved, seconded by *Sargus* to approve the proposed amendments to the Zoning Ordinance to provide a definition for “Personal Services” and allow for it as a permitted use in the C-1, C-2, C-3, and MU-CC Districts. **Ayes: Sargus, Gahan, Wetuski, Circo, Alexander, and Malmquist. Nays: None. Abstain: None. Absent: Dale and Krzywicki. Motion Carried, (6-0)**

#### **C. Planned Unit Development – Brixmor Property Group, LLC**

- i. **Staff Report – Chris Solberg:** Solberg stated the applicant, Heritage West La Vista LLC, is requesting a Planned Unit Development (PUD) Site Plan amendment to allow for the development of three commercial strip centers and one stand-alone restaurant, including two fast food establishments with drive-thrus. The proposed development is generally located Northwest of the intersection of Giles Road and Southport Parkway. Staff recommends approval of the PUD Site Plan for a commercial development contingent on satisfactory resolution of the issues stated within the staff report prior to City Council approval, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.
- ii. **Applicant Presentation:** Larry Jobeun and Patrick Morgan came up and spoke on behalf of the applicant. Both voiced concerns over having to meet all of the design guideline elements required by guidelines adopted within Southport West PUD ordinance and were hoping to see an amendment to the staff report to reflect some leniency.

Solberg explained that the Planning Commission deals specifically with land use concerns of the PUD, and that the implementation of the building design guidelines are handled administratively by staff.

Larry Jouben asked if City Council has the authority to alter the amendment to the Planned Unit Development to remove some of the aesthetic requirements.

Solberg explained that they do have that ability through the adopting ordinance for the PUD, but that the applicant should first communicate with staff to discuss strategies in meeting the guidelines as previously adopted by City Council.

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

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

iv. **Recommendation:** Sargus moved, seconded by Malmquist for approval of the PUD Site Plan for a commercial development contingent on satisfactory resolution of the issues stated within the staff report prior to City Council approval, as the PUD Site plan request is consistent with the Comprehensive Plan and the Zoning Ordinance. **Ayes:** Sargus, Gahan, Wetuski, Circo, Alexander, and Malmquist. **Nays:** None. **Abstain:** None. **Absent:** Dale and Krzywicki. **Motion Carried, (6-0)**

D. **Election of Officers:** Malmquist moved, seconded by Circo to elect Wetuski as Chair, Sargus as Vice-Chair, and Alexander as Secretary. **Ayes:** Sargus, Gahan, Wetuski, Circo, Alexander, and Malmquist. **Nays:** None. **Abstain:** None. **Absent:** Dale and Krzywicki. **Motion Carried, (6-0)**

5. **Comments from the Floor:**  
No members of the public came forward.

6. **Comments from the Planning Commission:**  
None.

7. **Comments from Staff:**  
None.

8. **Adjournment**  
Wetuski adjourned the meeting at 6:57 p.m.

Reviewed by Planning Commission:

---

Planning Commission Secretary

---

Planning Commission Chair

---

Date

## MEETING OF THE LIBRARY ADVISORY BOARD CITY OF LA VISTA

### MINUTES OF MEETING September 12, 2019

Members Present: Rose Barcal Huyen-Yen Hoang Valerie Russell  
Carol Westlund

Member Absent: Connie Novacek Kim Schmit-Pokorny

#### Agenda Item #1: Call to Order

The meeting was called to order at 5:40 p.m.

#### Agenda Item #2: Announcement of Location of Posted Open Meetings Act

An announcement was made of the location of the posted copy of the Open Meetings Act for public reference.

#### Agenda Item #3: Introductions

There were no introductions made.

#### Agenda Item #4: Approval of Minutes of May 9, 2019 Meeting

It was moved by Westlund and seconded by Hoang that the May 9, 2019 minutes be accepted as presented. Board members voting aye: Hoang, Russell, and Westlund. Nays: none. Abstain: none. Absent: Novacek and Schmit-Pokorny. Motion carried.

#### Agenda Item #5: Library Director's Report

- a. Programs: highlights of programming were given including the children's Very Hungry Caterpillar Scavenger Hunt, the Teen Summer Reading Program volunteer orientation, and the small business community meeting.
- b. Employee updates included Jean Hurst's 40-year anniversary with the library.
- c. Library Meetings were reviewed including the city's Taste of La Vista event on July 27<sup>th</sup>, the Sarpy +1 joint library event of Mr. Gill on August 23<sup>rd</sup> and 24<sup>th</sup>.
- d. General Library Information included the jump in donations in the last four months.

#### Agenda Item #6: Circulation Report

Barcal distributed the circulation report.

#### Agenda Item #7: Old Business

- a. Grants
  - i. American Library Association/Dollar General Literacy Foundation: American Dream Literacy Initiative. Four laptops have been purchased and software is being loaded. GED Graduation was June 1<sup>st</sup> at the city's Community Center.
  - ii. Nebraska Library Commission: Library Innovation Studios. La Vista Public Library was named as a recipient of the Library Innovation Studios. The library will now host the 15 different stations March through August of 2020. Stations include a CNC router, laser cutter, vinyl cutter, heat press, and embroidery/sewing machine. Kits include a camera/video green screen, audio and music, Arduino & Sparkfun starter

- kit, Lego Mindstorms, button maker, soldering kit, laminator, and a Makey Makey kit. There will also be an iron & steamer, glue gun, label maker, metal punch, and a CorelDraw laptop.
- iii. WGF Inc.: Coding and Robotics. This grant was awarded at \$500. Sessions began in July.
- iv. Midlands Community Foundation: Golf Committee: Summer Reading Program. Books have been purchased to literacy to distribute to the community.
- b. Department Plan Development Strategy: update. The department plan has been finalized and was distributed to the board.
- c. LED Lights: update. The installation of the LED lights is complete. The lights on either side of the fireplace were replaced with the LED bar lights. The library's utility bill will be monitored to see if there are any cost savings.
- d. Summer Reading 2019. The summer reading sessions were reviewed including the bookmarks: children had 391 submit the first bookmark and a total of 1,087 bookmarks; teens had 253 submit the first bookmark and a total of 721 bookmarks; and adults had 206 submit the first bookmark and 586 total bookmarks submitted.
- e. Policy Review: Library Innovation Studios. It was moved by Westlund and seconded by Russell that the policy for the Library Innovation Studios be accepted as presented. Board members voting aye: Hoang, Russell, and Westlund. Nays: none. Abstain: none. Absent: Novacek and Schmit-Pokorny. Motion carried.
- f. Library Innovation Studio: Release of Liability. It was moved by Russell and seconded by Hoang that the Release of Liability for the Library Innovation Studios be accepted as presented. Board members voting aye: Hoang, Russell, and Westlund. Nays: none. Abstain: none. Absent: Novacek and Schmit-Pokorny. Motion carried.

#### Agenda Item #8: New Business

- a. 2019 State Aid Award. A letter was received dated May 15, 2019 from the Nebraska Library Commission stating the library has met the standards of service described in the Public Library Accreditation Guidelines. The library was awarded state aid in the amount of \$2,394. The money was used for the promotion of literacy during Salute to Summer, Jim Gill in August, and calculators for the GED program.
- b. Parking Lot. A portion of the parking lot, north and northeast, was replaced. There was a delay due to the rain. The project was completed the end of August.
- c. Author Event. Last year, the Sarpy County public libraries brought author Craig Johnson to the area for community. This year, a family event was held on Friday night with Jim Gill and 155 in attendance. On Saturday, Mr. Gill gave a workshop for 32 librarians and day care personnel. This year, Ralston's public library also participated.
- d. End of Budget Year. The end of year library budget numbers will be gathered, and the state report began.
- e. Library Accreditation. Questions were submitted to the Nebraska Library Commission concerning policies. The library's accreditation application will be submitted once the Commission has responded.
- f. UNO Practicum Student. A UNO student began her practicum in August and the 60 hours need to be completed by December 1<sup>st</sup>. The student is shadowing staff.
- g. MCC Workstudy Students. One Metropolitan Community College workstudy student will be volunteering at the library this fall semester.
- h. Self-Checkout Machine. The self-checkout machine is up and running in the library. An open house was held on September 9<sup>th</sup> inviting patrons to try the machine. September is Library Card Month.
- i. Policy Review: Confidentiality. The policy was discussed. It was determined that there were no edits or changes to be made to the policy as this time.

- j. Policy Review: Staff Development. The policy was discussed. It was determined that there were no edits or changes to be made to the policy as this time.
- k. Policy Review: Volunteers. The policy was discussed. It was determined that there were no edits or changes to be made to the policy as this time.
- l. Continuing Education Activities: It was moved by Westlund and seconded by Hoang that the Board Self Evaluation online video from the American Library Association's United for Libraries: Short Takes for Trustees with Sally Gardner Reed be tabled. Board members voting aye: Hoang, Russell, and Westlund. Nays: none. Abstain: none. Absent: Novacek and Schmit-Pokorny. Motion carried.

Agenda Item #9: Comments from the Floor

There were no comments from the floor.

Agenda Item #10: Comments from the Board

Hoang commented about attending the Nebraska and Iowa Library Association's annual conference in October for continuing education for the board. Barcal will verify.

There was a motion by Russell and second by Westlund to adjourn the meeting at 6:28 p.m.

The next meeting is scheduled for November 14<sup>th</sup>, 2019 at 5:30 p.m. at the La Vista Public Library, Conference Room #142.



Mr. John Kottmann  
 City Engineer/Assistant Public Works Director  
 City of La Vista  
 9900 Portal Road  
 La Vista, NE 68128

Construction Engineering Services  
 2019 Park View Blvd Resurfacing

September 5, 2019  
 Project No: 00120600.00  
 Invoice No: 141553

**Professional Services from July 29, 2019 to August 25, 2019**

Task 00001 Project Management

**Professional Personnel**

	Hours	Rate	Amount
E1a Professional Engineer/Project Mgr			
O'Bryan, Timothy	1.00	176.00	176.00
<b>Totals</b>	1.00		176.00
<b>Total Labor</b>			<b>176.00</b>
			<b>Total this Task</b>
			<b>\$176.00</b>

Task 00002 Construction Inspection

**Professional Personnel**

	Hours	Rate	Amount
E4 Sr Tech, Sr Insp, Sr Env Tech			
Barahona, Alejandro	25.50	90.00	2,295.00
E9 Field/Lab Technician I, Intern			
Rischling, Austin	23.00	60.00	1,380.00
<b>Totals</b>	48.50		3,675.00
<b>Total Labor</b>			<b>3,675.00</b>

**Unit Billing**

2018 Ford Escape-VXV680 22NMX3

8/6/2019	33.0 Miles @ 0.58	19.14
8/7/2019	59.0 Miles @ 0.58	34.22
8/8/2019	41.0 Miles @ 0.58	23.78
8/9/2019	30.0 Miles @ 0.58	17.40
8/12/2019	14.0 Miles @ 0.58	8.12

2019 Chevy Silverado-WBR362 22WD55

7/29/2019	23.0 Miles @ 0.58	13.34
8/2/2019	30.0 Miles @ 0.58	17.40
8/5/2019	60.0 Miles @ 0.58	34.80
8/6/2019	60.0 Miles @ 0.58	34.80
8/7/2019	62.0 Miles @ 0.58	35.96

<b>Total Units</b>	<b>238.96</b>	<b>238.96</b>
<b>Total this Task</b>		<b>\$3,913.96</b>

Project	00120600.00	2019 Park View Blvd Resurfacing	Invoice	141553
Task	00003	Material Sampling and Testing		
<b>Unit Billing</b>				
AGL2 Sieve Analysis				
		1.0 Each @ 88.00		88.00
ASL2 Superpave Method (set of 2)		2.0 Each @ 187.00		374.00
ASL3 Max Theoretical Spec Grav (Rice)		2.0 Each @ 83.00		166.00
ASL4 Bit Content & Gradation (Ignition)		2.0 Each @ 187.00		374.00
ASL7 Core Thickness & Density		4.0 Each @ 35.00		140.00
ASL8 FAA (Production QA/QC Testing)		3.0 Each @ 104.00		312.00
ASL9 CAA (Production QA/QC Testing)		3.0 Each @ 104.00		312.00
CL2 Comp Strength of 6"x12" Cylinders		8.0 Each @ 24.00		192.00
M2 Trip Charge		2.0 Each @ 70.00		140.00
	<b>Total Units</b>		<b>2,098.00</b>	<b>2,098.00</b>
			<b>Total this Task</b>	<b>\$2,098.00</b>
<b>Billing Limits</b>				
Total Billings		Current	Prior	To-Date
Limit	6,187.96	34,468.94	40,656.90	
Remaining			62,260.00	
			21,603.10	
			<b>Total this Invoice</b>	<b><u>\$6,187.96</u></b>

O.K. to pay

EMK 9-13-2019

05.71.0947.003

Design Workshop, Inc.  
 Landscape Architecture  
 Planning  
 Urban Design

September 5, 2019  
 Invoice No: 0062518

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

**Current Invoice Total** **\$11,448.19**

Project 005806.00 84th Streetscape Plan  
 Professional Planning and Design Services including -

1. Design Development
2. Travel Arrangements for Cost Scenarios Presentation

Professional Services from August 1, 2019 to August 31, 2019

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

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

Task 020 Meetings  
**Fee**

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

Task 030 Conceptual Illustrative Plan  
**Fee**

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

**DESIGNWORKSHOP**

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

Consent Agenda 10/1/19 (P)

Project	005806.00	84th Streetscape Plan			Invoice	0062518
		<b>Total this Task</b>				
Task Fee	040	Selection of Preferred Streetscape Plan				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
				55,245.00	55,245.00	0.00
		<b>Total Fee</b>				
		<b>Total this Task</b>				
Task Fee	041	Additional Services #1 (Phase I)				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
				4,999.00	4,999.00	0.00
		<b>Total Fee</b>				
		<b>Total this Task</b>				
Task Fee	050	Meetings and Project Management				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
				34,360.00	33,329.20	0.00
		<b>Total Fee</b>				
		<b>Total this Task</b>				
Task Fee	060	Design Development				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
				240,880.00	226,459.71	215,832.21
		<b>Total Fee</b>				
		<b>Total this Task</b>				
Task Fee	070	Construction Documentation (Phase I)				

**DESIGNWORKSHOP**

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

Project	005806.00	84th Streetscape Plan			Invoice	0062518
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		118,940.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>					<b>0.00</b>	
<b>Total this Task</b>					<b>0.00</b>	
Task Fee	080	Bidding and Negotiation				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		22,935.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>					<b>0.00</b>	
<b>Total this Task</b>					<b>0.00</b>	
Task Fee	099	Reimbursable Expenses				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		33,250.00	98.0494	32,601.43	31,780.74	820.69
<b>Total Fee</b>					<b>820.69</b>	
<b>Total this Task</b>					<b>\$820.69</b>	
<b>Total this Invoice</b>					<b><u>\$11,448.19</u></b>	

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

**APPROVED**

CAS - 9/24/19

Consent Agenda

1607100935.001

**DESIGNWORKSHOP**

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

**Invoice**

listen.DESIGN.deliver  
6457 Frances Street, Suite 200  
Omaha, NE 68106  
402-393-4100 Fax 402-393-8747

John Kottmann, PE  
Director Public Works  
City of La Vista  
Email Inv: [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org)  
9900 Portal Road  
La Vista, NE 68128

September 10, 2019

Project No: 10-17105-01  
Invoice No: 0166622

Project 10-17105-01 La Vista City Centre Parking Fac CA

Billing Period: August 1, 2019 to August 31, 2019

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Services	34,000.00	100.00	34,000.00	34,000.00	0.00
Additional Services	13,458.00	80.00	10,766.40	10,093.50	672.90
Total Fee	47,458.00		44,766.40	44,093.50	672.90
<b>Total Fee</b>					<b>672.90</b>

**Consultants**

AGA Consulting, Inc.	700.00
<b>Total Consultants</b>	<b>700.00</b>

**Reimbursable Expenses**

Travel Expenses-Mileage	27.84
Ground Transportation	26.00
Travel Expenses-Meals	32.00
Travel Expense - Auto Rental	110.89
Travel Exp.-Co Pd Air Travel	500.84
<b>Total Reimbursables</b>	<b>697.57</b>
	<b>697.57</b>
	<b>Total this Invoice</b>
	<b>\$2,070.47</b>

**Billings to Date**

	Current	Prior	Total	
Fee	672.90	44,093.50	44,766.40	
Consultant	700.00	30,832.50	31,532.50	
Expense	697.57	1,012.88	1,710.45	
<b>Totals</b>	<b>2,070.47</b>	<b>75,938.88</b>	<b>78,009.35</b>	

O.K. to pay

DK 9-17-2019

15.71.0911.003

We appreciate your confidence in us and thank you in advance for your payment.  
Being environmentally friendly, we encourage payments via Wire Transfer.  
Routing number: 121000248 Account Number: 4945435436

Matthew Gulsvig, AIA, LEED AP

Payment due and interest charged per contract terms. Remit to address at the top of this invoice.

Consent Agenda 10/1/10 (10)

A-9



### Contractor's Application for Payment No. 12

Application Period: 7/1/19-9/30/19		Application Date: 9/30/2019
To (Owner): La Vista Community Development Agency	From (Contractor): Graham Construction, Inc.	Vis (Engineer): Olsson Associates
Project: City of La Vista 84th St. Redevelopment Area City Centre Infrastructure	Contact: David Rexin	Tony Egelhoff
Owner's Contract No.: CD-17-008	Contractor's Project No.: N17045	Engineer's Project No.: B16-0546

#### Application For Payment Change Order Summary

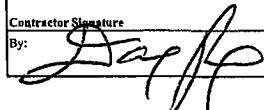
Approved Change Orders		
Number	Additions	Deductions
1		\$159,278.10
2	\$115,225.88	
3	\$240,850.90	
4	\$39,201.43	
5	\$69,812.15	
TOTALS	\$465,090.36	\$159,278.10
NET CHANGE BY CHANGE ORDERS		\$305,812.26

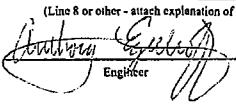
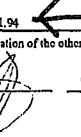
1. ORIGINAL CONTRACT PRICE.....	\$ 4,298,611.88
2. Net change by Change Orders.....	\$ 305,812.26
3. Current Contract Price (Line 1 ± 2).....	\$ 4,604,424.06
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 4,427,628.76
5. RETAINAGE:	
a. 10% X \$4,427,628.76 Work Completed.....	\$ 442,762.88
b. 10% X _____ Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 442,762.88
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 3,984,865.88
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 3,474,663.94
8. AMOUNT DUE THIS APPLICATION.....	\$ 510,201.94
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 5619,558.18

#### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interests, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

#### Contractor Signature

By:  Date: 9/30/19 9/23/2019

Payment of: \$ 510,201.94  
 (Line 8 or other - attach explanation of the other amount)  
 is approved by:  9/25/19  
 (Date)  
 Engineer: 

O.K. TO PAY

PMD

9/25/19

16,71,0909.003

Consent Agenda 10/1/19 

## Progress Estimate - Lump Sum Work

## Contractor's Application

For (Contract):	David Rexin	Application Number:	I2					
Application Period:	7/1/19-9/30/19	Application Date:	9/30/2019					
		Work Completed		E	F		G	
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization	\$355,000.00	\$355,000.00			\$355,000.00	100.0%	
70	Preparation of Structure	\$10,000.00	\$10,000.00			\$10,000.00	100.0%	
111	Install Traffic Posts and Signs	\$22,000.00		\$22,000.00		\$22,000.00	100.0%	
112	Provide Temporary Traffic Control	\$15,000.00		\$15,000.00		\$15,000.00	100.0%	
128	Construct Water Quality Structure	\$18,000.00	\$18,000.00			\$18,000.00	100.0%	
WCD#1	Removal of Tree per Work Change Directive #1	\$705.85	\$705.85			\$705.85	100.0%	
WCD#2	Abandonment of 50' of 36" Storm per Work Change Directive #2	\$10,861.78	\$10,861.78			\$10,861.78	100.0%	
WCD#3	Construction of a 10-inch stubout from Sanitary Manhole GS2	\$232.50	\$232.50			\$232.50	100.0%	
WCD#4	Remove existing wood panel fence, and replace with white vinyl/privac	\$51,139.20	\$51,139.20			\$51,139.20	100.0%	
WCD#6	Construction of a 2" ACC Overlay as per Work Change Directive #6	\$8,300.00	\$8,300.00			\$8,300.00	100.0%	
WCD#7	Retaining Wall Cap Salvage	\$5,118.75	\$5,118.75			\$5,118.75	100.0%	
WCD#8	42" Energy Dissipators	\$5,076.00	\$5,076.00			\$5,076.00	100.0%	
WCD#9	Addition of Receptacles to Lightpoles Throughout the Project	\$91,825.13		\$91,825.13		\$91,825.13	100.0%	
WCD#10	Outlet C, Lot 4, 5, 6 Grading Work	\$109,698.60	\$90,000.00			\$90,000.00	82.0%	\$19,698.60
WCD#11	Installation of Decorative Street Signs	\$42,630.00		\$42,630.00		\$42,630.00	100.0%	
CO#4	Phase 1 & 2 Liquidated Damages	(\$5,710.00)	(\$5,710.00)			(\$5,710.00)	100.0%	
COHS-CPR#1	CPR - Spring Remobilization	\$30,806.05		\$30,806.05		\$30,806.05	100.0%	
	Totals	\$770,683.86	\$548,724.08	\$202,261.18		\$750,985.26		\$19,698.60

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): David Rexin							Application Number: 12		
Application Period: 7/1/19-9/30/19							Application Date: 9/30/2019		
A			B		C	D	E	F	
Item		Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)				Balance to Finish (B - F)
002	Remove pavement	4,373.00	SY	\$10.30	\$45,041.90	4926	\$50,737.80	\$50,737.80	112.6%
003	Remove sidewalk	582.00	SF	\$6.90	\$4,015.80	594	\$4,098.60	\$4,098.60	102.1%
004	Remove median surfacing	1,136.00	SF	\$10.30	\$11,700.80	1078	\$11,103.40	\$11,103.40	94.9%
005	Remove < 12" sewer pipe	526.00	LF	\$14.70	\$7,732.20	601	\$8,834.70	\$8,834.70	114.3%
006	Remove 15-18" sewer pipe	311.00	LF	\$14.70	\$4,571.70	296	\$4,351.20	\$4,351.20	95.2%
007	Remove 48" sewer pipe	418.00	LF	\$16.70	\$6,980.60	418	\$6,980.60	\$6,980.60	100.0%
008	Remove 54" sewer pipe	53.00	LF	\$24.50	\$1,298.50	53	\$1,298.50	\$1,298.50	100.0%
009	Remove manhole	3.00	EA	\$685.00	\$2,055.00	3	\$2,055.00	\$2,055.00	100.0%
010	Remove flared end 36-48"	1.00	EA	\$294.00	\$294.00	1	\$294.00	\$294.00	100.0%
011	Remove flared end 48-60"	1.00	EA	\$294.00	\$294.00	1	\$294.00	\$294.00	100.0%
012	Remove light pole	2.00	EA	\$975.00	\$1,950.00	4	\$3,900.00	\$3,900.00	200.0%
013	Remove area inlet	1.00	EA	\$735.00	\$735.00	1	\$735.00	\$735.00	100.0%
014	Remove curb inlet	3.00	EA	\$490.00	\$1,470.00	3	\$1,470.00	\$1,470.00	100.0%
015	Remove sign	2.00	EA	\$98.00	\$196.00	2	\$196.00	\$196.00	100.0%
016	Remove fence	856.00	LF	\$3.90	\$3,338.40	856	\$3,338.40	\$3,338.40	100.0%
017	Remove retaining wall	2,883.00	SF	\$3.90	\$11,243.70	2883	\$11,243.70	\$11,243.70	100.0%
018	Saw cut full depth	317.00	LF	\$4.50	\$1,426.50	248	\$1,116.00	\$1,116.00	78.2%
019	Excavation on site	19,263.00	CY	\$6.75	\$130,025.25	19263	\$130,025.25	\$130,025.25	100.0%
020	Unsuitable material	500.00	CY	\$30.00	\$15,000.00				\$15,000.00
021	Security fence	1,300.00	LF	\$13.00	\$16,900.00	1758	\$22,854.00	\$22,854.00	135.2%
022	Temp contractor access road	2,914.00	SY	\$9.00	\$26,226.00	5880	\$52,920.00	\$52,920.00	201.8%
023	Temp 8" surfacing	912.00	SY	\$50.00	\$45,600.00	893	\$44,650.00	\$44,650.00	97.9%
024	Reconstruct manhole to grade	15.90	VF	\$590.00	\$9,381.00	15.9	\$9,381.00	\$9,381.00	100.0%
025	Adjust Manhole to grade	0	EA	\$490.00	0				
026	Adjust Inlet to grade	0	EA	\$735.00	0				
027	6" concrete pavement L65	4,782.00	SY	\$64.00	\$306,048.00	4429	\$283,456.00	\$283,456.00	92.6%
028	8" concrete pavement L65	9,279.00	SY	\$57.00	\$528,903.00	8864	\$505,248.00	\$505,248.00	95.5%
028A**	8" concrete pavement L65	204.00	SY	\$48.45	\$9,883.80	204	\$9,883.80	\$9,883.80	100.0%
029	8" combo curb & gutter	286.00	LF	\$14.75	\$4,218.50	259	\$3,820.25	\$3,820.25	90.6%
030	8" imprinted concrete surfacing	3,249.00	SF	\$17.75	\$57,669.75	2395	\$42,511.25	\$42,511.25	73.7%
031	4" PCC sidewalk	4,225.00	SF	\$4.00	\$16,900.00	1768	\$7,072.00	\$7,072.00	41.8%
032	6" concrete median surfacing	317.00	SF	\$5.00	\$1,585.00	317	\$1,585.00	\$1,585.00	100.0%
033	Concrete curb ramp	255.00	SF	\$10.75	\$2,741.25	70	\$752.50	\$752.50	27.5%
034	Armor-tile warning panels	53.00	SF	\$31.50	\$1,669.50	24	\$756.00	\$756.00	45.3%
035	Gravity block retaining wall	996.00	SF	\$70.00	\$69,720.00	996	\$69,720.00	\$69,720.00	100.0%
036	Alternate #1 Gravity block retaining wall	3,530.00	SF	\$75.00	\$264,750.00	3530	\$264,750.00	\$264,750.00	100.0%
037	Small block retaining wall	382.00	SF	\$24.00	\$9,168.00				\$9,168.00
038	Pipe railing	539.00	LF	\$50.00	\$26,950.00	539	\$26,950.00	\$26,950.00	100.0%
038A	Construct 48" Black Vinyl Chain Link Fence	418.00	LF	\$20.00	\$8,360.00	418	\$8,360.00	\$8,360.00	100.0%
039	Construct Curb Wall	503.00	SF	\$40.00	\$20,120.00	503	\$20,120.00	\$20,120.00	100.0%
040	Agg bedding 10" storm sewer pipe	49.00	LF	\$6.00	\$294.00	49	\$294.00	\$294.00	100.0%
041	Agg bedding 12" storm sewer pipe	38.00	LF	\$6.25	\$237.50	38	\$237.50	\$237.50	100.0%
042	Agg bedding 15" storm sewer pipe	382.00	LF	\$7.00	\$2,674.00	382	\$2,674.00	\$2,674.00	100.0%
043	Agg bedding 18" storm sewer pipe	473.00	LF	\$8.00	\$3,784.00	473	\$3,784.00	\$3,784.00	100.0%

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): David Rexin							Application Number: 12				
Application Period: 7/1/19-9/30/19							Application Date: 9/30/2019				
A				B	C	D	E	F			
				Contract Information							
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
044	Agg bedding 24" storm sewer pipe	848.00	LF	\$9.50	\$8,056.00	848	\$8,056.00		\$8,056.00	100.0%	
045	Agg bedding 30" storm sewer pipe	1,518.00	LF	\$14.75	\$22,390.50	1518	\$22,390.50		\$22,390.50	100.0%	
046	Agg bedding 36" storm sewer pipe	956.00	LF	\$17.50	\$16,730.00	871	\$15,242.50		\$15,242.50	91.1%	\$1,487.50
047	Agg bedding 42" storm sewer pipe	913.00	LF	\$20.00	\$18,260.00	913	\$18,260.00		\$18,260.00	100.0%	
048	Agg bedding 54" storm sewer pipe	484.00	LF	\$25.20	\$12,196.80	484	\$12,196.80		\$12,196.80	100.0%	
049	8" HDPE storm sewer pipe	24.00	LF	\$49.00	\$1,176.00	24	\$1,176.00		\$1,176.00	100.0%	
050	10" HDPE storm sewer pipe	46.00	LF	\$42.00	\$1,932.00	46	\$1,932.00		\$1,932.00	100.0%	
051	12" HDPE storm sewer pipe	38.00	LF	\$49.00	\$1,862.00	38	\$1,862.00		\$1,862.00	100.0%	
052	15" HDPE storm sewer pipe	60.00	LF	\$54.50	\$3,270.00	60	\$3,270.00		\$3,270.00	100.0%	
053	18" HDPE storm sewer pipe	25.00	LF	\$64.00	\$1,600.00	60	\$3,840.00		\$3,840.00	240.0%	-\$2,240.00
054	24" HDPE storm sewer pipe	38.00	LF	\$67.00	\$2,546.00	38	\$2,546.00		\$2,546.00	100.0%	
055	15" RCP class III	322.00	LF	\$50.00	\$16,100.00	322	\$16,100.00		\$16,100.00	100.0%	
056	18" RCP class III	448.00	LF	\$60.00	\$26,880.00	448	\$26,880.00		\$26,880.00	100.0%	
057	24" RCP class III	810.00	LF	\$62.00	\$50,220.00	810	\$50,220.00		\$50,220.00	100.0%	
058	30" RCP class III	1,518.00	LF	\$74.00	\$112,332.00	1518	\$112,332.00		\$112,332.00	100.0%	
059	36" RCP D(0.01)=1350	956.00	LF	\$105.00	\$100,380.00	871	\$91,455.00		\$91,455.00	91.1%	\$8,925.00
060	36" RCP D(0.01)=1350 or HDPE	157.00	LF	\$105.00	\$16,485.00						\$16,485.00
061	42" RCP D(0.01)=1350	913.00	LF	\$130.00	\$118,690.00	913	\$118,690.00		\$118,690.00	100.0%	
062	54" RCP D(0.01)=1350 or HDPE	484.00	LF	\$165.00	\$79,860.00	484	\$79,860.00		\$79,860.00	100.0%	
063	36" concrete collar	1.00	EA	\$2,050.00	\$2,050.00	1	\$2,050.00		\$2,050.00	100.0%	
064	54" ID storm manhole	24.30	VF	\$750.00	\$18,225.00	24.4	\$18,300.00		\$18,300.00	100.4%	-\$75.00
065	60" ID storm manhole	44.50	VF	\$770.00	\$34,265.00	44.5	\$34,265.00		\$34,265.00	100.0%	
066	72" ID storm manhole	32.20	VF	\$800.00	\$25,760.00	32.2	\$25,760.00		\$25,760.00	100.0%	
067	84" ID storm manhole	87.00	VF	\$1,105.00	\$96,135.00	78.8	\$87,074.00		\$87,074.00	90.6%	\$9,061.00
068	96" ID storm manhole	145.90	VF	\$1,185.00	\$172,891.50	137.9	\$163,411.50		\$163,411.50	94.5%	\$9,480.00
069	Type C manhole NDOR 455-R1	1.00	EA	\$20,450.00	\$20,450.00	1	\$20,450.00		\$20,450.00	100.0%	
071	30" RC flared end		EA	\$2,400.00							
072	36" RC flared end	1.00	EA	\$2,700.00	\$2,700.00	1	\$2,700.00		\$2,700.00	100.0%	
073	42" RC flared end	1.00	EA	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
074	Reinforced curb inlet type III	2.00	EA	\$5,650.00	\$11,300.00	2	\$11,300.00		\$11,300.00	100.0%	
075	Curb inlet type I	3.00	EA	\$2,900.00	\$8,700.00	3	\$8,700.00		\$8,700.00	100.0%	
076	Curb inlet type III	2.00	EA	\$3,750.00	\$7,500.00	2	\$7,500.00		\$7,500.00	100.0%	
077	Curb inlet type IV	4.00	EA	\$2,825.00	\$11,300.00	4	\$11,300.00		\$11,300.00	100.0%	
078	Grated inlet type saddle creek	11.00	EA	\$6,500.00	\$71,500.00	11	\$71,500.00		\$71,500.00	100.0%	
079	Install Filterra Inlet	0	EA	\$20,100.00	0						
080	Agg bedding 6" sani sewer pipe	644.00	LF	\$7.00	\$4,508.00	718	\$5,026.00		\$5,026.00	111.5%	-\$518.00
081	Agg bedding 8" sani sewer pipe	1,531.00	LF	\$7.00	\$10,717.00	1970	\$13,790.00		\$13,790.00	128.7%	-\$3,073.00
082	Agg bedding 10" sani sewer pipe	533.00	LF	\$8.50	\$4,530.50	229	\$1,946.50		\$1,946.50	43.0%	\$2,584.00
083	6" PVC sani sewer pipe	644.00	LF	\$33.00	\$21,252.00	718	\$23,694.00		\$23,694.00	111.5%	-\$2,442.00
084	8" PVC sani sewer pipe	1,859.00	LF	\$33.00	\$61,347.00	1531	\$50,523.00		\$50,523.00	82.4%	\$10,824.00
085	10" PVC sani sewer pipe	234.00	LF	\$35.00	\$8,190.00	229	\$8,015.00		\$8,015.00	97.9%	\$175.00
086A	8" DIP sani sewer pipe	495.00	LF	\$150.00	\$74,250.00	495	\$74,250.00		\$74,250.00	100.0%	
087	Construct 6" x 8" Wye	1.00	EA	\$350.00	\$350.00	1	\$350.00		\$350.00	100.0%	
087A	Construct 6" x 10" Wye	1.00	EA	\$350.00	\$350.00	1	\$350.00		\$350.00	100.0%	

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract): David Rexin							Application Number: 12			
Application Period: 7/1/19-9/30/19							Application Date: 9/30/2019			
A				B	C	D	E	F		
Item		Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)					
088	6" cleanout	1.00	EA	\$625.00	\$625.00	1	\$625.00	\$625.00	100.0%	
089	Install external frame seal	50.00	EA	\$350.00	\$17,500.00	25	\$8,750.00	\$8,750.00	50.0%	\$8,750.00
090	Connect sani sewer manhole tap	1.00	EA	\$12,000.00	\$12,000.00	1	\$12,000.00	\$12,000.00	100.0%	
091	Connect sani manhole tap extra deep	1.00	EA	\$40,000.00	\$40,000.00	1	\$40,000.00	\$40,000.00	100.0%	
091A	Construct 30" Storm Sewer Tap	1.00	EA							
092	54" ID sani manhole	178.60	VF	\$510.00	\$91,086.00	178.6	\$91,086.00	\$91,086.00	100.0%	
093	Riprap type B	165.00	IT	\$62.00	\$10,230.00	104	\$6,448.00	\$6,448.00	63.0%	\$3,782.00
094	1" SCH 40 PVC in trench	12,380.00	LF	\$3.00	\$37,140.00	7284	\$21,852.00	\$21,852.00	58.8%	\$15,288.00
095	#8 copper wire w/ thwn insul	18,590.00	LF	\$0.65	\$12,083.50	21420	\$13,923.00	\$13,923.00	115.2%	\$1,839.50
096	LED luminaire w/ pole & base	66.00	EA	\$5310.00	\$350,460.00	67	\$355,770.00	\$355,770.00	101.5%	-\$5,310.00
097	Electrical handhole/pullbox	14.00	EA	\$480.00	\$6,720.00	14	\$6,720.00	\$6,720.00	100.0%	
098	Lighting service cabinet	1.00	EA	\$18,782.00	\$18,782.00	1	\$18,782.00	\$18,782.00	100.0%	
099	Permanent paint 4" white	4,677.00	LF	\$2.25	\$10,523.25	4237	\$9,533.25	\$9,533.25	90.6%	\$990.00
100	Permanent paint 5" yellow	325.00	LF	\$3.50	\$1,137.50	925	\$3,237.50	\$3,237.50	284.6%	-\$2,100.00
101	Perm tape type 4, 5" white grooved	972.00	LF	\$5.50	\$5,346.00	747	\$4,108.50	\$4,108.50	76.9%	\$1,237.50
102	Perm tape type 3, 12" white grooved	80.00	LF	\$22.00	\$1,760.00	40	\$880.00	\$880.00	50.0%	\$880.00
103	Perm tape type 3, 24" white grooved	310.00	LF	\$22.00	\$6,820.00	30	\$660.00	\$660.00	9.7%	\$6,160.00
104	Perm tape white left arrow grooved	4.00	EA	\$475.00	\$1,900.00	1	\$475.00	\$475.00	25.0%	\$1,425.00
105	Perm tape white right arrow grooved	3.00	EA	\$550.00	\$1,650.00	2	\$1,100.00	\$1,100.00	66.7%	\$550.00
106	ADA stall symbol	7.00	EA	\$175.00	\$1,225.00	7	\$1,225.00	\$1,225.00	100.0%	
107	Remove lines 5" white	62.00	LF	\$17.00	\$1,054.00	62	\$1,054.00	\$1,054.00	100.0%	
108	Remove lines 12" white	40.00	LF	\$29.00	\$1,160.00	40	\$1,160.00	\$1,160.00	100.0%	
109	Remove lines 24" white	120.00	LF	\$33.00	\$3,960.00					\$3,960.00
110	Remove arrow	2.00	EA	\$425.00	\$850.00	2	\$850.00	\$850.00	100.0%	
113	Install seeding cover crop	1.37	AC	\$835.00	\$1,143.95					\$1,143.95
114	Install seeding native mix	0.52	AC	\$3,050.00	\$1,586.00	0.54	\$1,647.00	\$1,647.00	103.8%	-\$61.00
115	Install turf erosion control type 2	6.06	AC	\$8,500.00	\$51,510.00	4.41	\$37,485.00	\$37,485.00	72.8%	\$14,025.00
116	Install inlet protection	20.00	EA	\$215.00	\$4,300.00	22	\$4,730.00	\$4,730.00	110.0%	-\$430.00
117	Install erosion check wattle	3,023.00	LF	\$3.00	\$9,069.00	2355	\$7,065.00	\$7,065.00	77.9%	\$2,004.00
118	Install sodding	185.00	SY	\$55.00	\$10,175.00					\$10,175.00
119	Install silt fence	460.00	LF	\$3.00	\$1,380.00	443	\$1,329.00	\$1,329.00	96.3%	\$51.00
120	Install flexamat	174.00	SY	\$97.00	\$16,878.00	174	\$16,878.00	\$16,878.00	100.0%	
121	Install turf mat type A	491.00	SY	\$6.25	\$3,068.75	1779	\$11,118.75	\$11,118.75	362.3%	-\$8,050.00
122	Install SAFL baffle	3.00	EA	\$6,900.00	\$20,700.00	3	\$20,700.00	\$20,700.00	100.0%	
123	Install snout	1.00	EA	\$7,100.00	\$7,100.00	1	\$7,100.00	\$7,100.00	100.0%	
124	Install 18" ID preserver	1.00	EA	\$4,200.00	\$4,200.00	1	\$4,200.00	\$4,200.00	100.0%	
125	Install 24" ID preserver	1.00	EA	\$5,300.00	\$5,300.00	1	\$5,300.00	\$5,300.00	100.0%	
126	Install 30" ID preserver	1.00	EA	\$6,900.00	\$6,900.00	1	\$6,900.00	\$6,900.00	100.0%	
127	Install 36" ID skimmer	1.00	EA	\$5,300.00	\$5,300.00	1	\$5,300.00	\$5,300.00	100.0%	
129	Construction entrance	1.00	EA	\$1,500.00	\$1,500.00	1	\$1,500.00	\$1,500.00	100.0%	
130	Loader rental operated	20.00	HR	\$120.00	\$2,400.00					\$2,400.00
131	Backhoe rental operated	20.00	HR	\$105.00	\$2,100.00					\$2,100.00
132	Dump truck rental operated	20.00	HR	\$95.00	\$1,900.00					\$1,900.00
133	Skid loader rental operated	20.00	HR	\$100.00	\$2,000.00	7.5	\$750.00	\$750.00	37.5%	\$1,250.00

### Progress Estimate - Unit Price Work

## Contractor's Application

A-10



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

## INVOICE

Invoice Number: 702619-3  
Date: September 12, 2019  
Client Code: 7220

### City of LaVista

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

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

For Phase I - Work Items/Tasks by HGM: Project Management, Coordination of subcontractors, Initial Team Review Mtg, Develop Alternatives, PASER Report, and OPC.

Work Items/Tasks by sub contractors: 1) Emspace + Lovgren: Project management Through: August 31, 2019

	Hours	Rate	Current Period	Billed To Date
001: Phase I Investigation (LS \$53,340)		60% Complete	\$10,668.00	\$32,004.00
002: Trekk (Hrly)				\$47,244.45
003: Thiele Geotech (Hrly)				\$18,675.00
004: Emspace & Lovgren (Hrly)				

Emspace + Lovgren	\$146.25	<hr/>	\$100,214.37
		<hr/>	\$89,400.12
	<b>Invoice Total</b>	<hr/>	<b>\$10,814.25</b>

### Outstanding Invoices

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

CH TO BILL  
PMD 9/26/19  
02. 71,0892.00

Consent Agenda 10/1/2019 (R)

A-11



# Invoice

Reference Invoice Number with Payment

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

HDR Invoice No. 1200216349  
 Invoice Date 17-SEP-2019  
 Invoice Amount Due \$7,881.59  
 Payment Terms 30 NET

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

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

Project Management for Services for Public Improvements and Other Works.

Professional Services  
 From: 04-AUG-2019 To: 31-AUG-2019

Professional Services Summarization	Hours	Billing Rate	Amount
Administrative	2.00		120.18
Civil Engineer	17.25		2,705.37
Communications Coordinator	2.00		174.00
Graphic Designer	0.25		24.00
Project Controller	0.75		78.71
Project Manager	9.50		2,225.00
Sr. Civil Engineer	2.50		417.53
	34.25		\$5,744.79
		<b>Total Professional Services</b>	<b>\$5,744.79</b>

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	48.00		27.84
Printing/Reprographics			20.96
Subcontractors-DBI			2,043.00
Vehicle Mileage	60.00		45.00
		<b>Total Expenses</b>	<b>\$2,136.80</b>

Amount Due This Invoice (USD)	\$7,881.59
-------------------------------	------------

Fee Amount	\$670,695.00
Fee Invoiced to Date	\$481,482.59
Fee Remaining	\$189,212.41

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

05.11.0909.05  
 R. Ramirez  
 9-17-19

Consent Agenda 10/1/19  
 (R)

# Invoice

HDR Invoice No. 1200216349  
 Invoice Date 17-SEP-2019

## Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs		
Task Number:	1.0	Task Description:	Project Management		
<b>Professional Services</b>					
			Hours	Billing Rate	Amount
Civil Engineer	Christiansen, Adam P.		3.50	116.85	408.98
Project Controller	Clifton, Rachel M		0.75	104.94	78.71
Project Manager	Koenig, Christopher J		9.50	234.21	2,225.00
Sr. Civil Engineer	Cain, Christopher A		2.50	167.01	417.53
			<b>16.25</b>		<b>\$3,130.22</b>
				<b>Total Professional Services</b>	<b>\$3,130.22</b>
<b>Expense</b>					
			Qty	Billing Rate	Amount
Mileage Personal	Koenig, Christopher J		48.00	0.58	27.84
Printing/Reprographics	ARC Document Solutions LLC				10.43
				<b>Total Expense</b>	<b>\$38.27</b>
				<b>Total Task</b>	<b>\$3,168.49</b>

## Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs		
Task Number:	2.0	Task Description:	Construction Team Coordination		
<b>Professional Services</b>					
			Hours	Billing Rate	Amount
Administrative	Anderson, Scott D		2.00	60.09	120.18
Civil Engineer	Cain, Christopher A		13.75	167.01	2,296.39
			<b>15.75</b>		<b>\$2,416.57</b>
				<b>Total Professional Services</b>	<b>\$2,416.57</b>
<b>Expense</b>					
			Qty	Billing Rate	Amount
Printing/Reprographics	ARC Document Solutions LLC				10.53
				<b>Total Expense</b>	<b>\$10.53</b>
				<b>Total Task</b>	<b>\$2,427.10</b>

# Invoice

HDR Invoice No. 1200216349  
 Invoice Date 17-SEP-2019

## Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	3.0	Task Description:	Public Outreach
<b>Professional Services</b>			
Communications Coordinator	Veldhouse, Kristen Lynn	Hours	Billing Rate
Graphic Designer	Rodriguez, Christina Anne Rolfes	2.00 0.25	87.00 96.00
		<b>2.25</b>	<b>\$198.00</b>
		<b>Total Professional Services</b>	<b>\$198.00</b>
		<b>Total Task</b>	<b>\$198.00</b>

## Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	6.0	Task Description:	Special Inspection Services
<b>Expense</b>			
Vehicle Mileage		Qty	Billing Rate
		60.00	0.75
		<b>Total Expense</b>	<b>\$45.00</b>
		<b>Total Task</b>	<b>\$45.00</b>

## Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	SUB - DBI	Task Description:	Sub - DBI Incorporated
<b>Expense</b>			
Subcontractors-DBI	DBI Inc	Qty	Billing Rate
			2,043.00
		<b>Total Subcontractor</b>	<b>\$2,043.00</b>
		<b>Total Task</b>	<b>\$2,043.00</b>

A-12



PLANNING • DESIGN

August 31, 2019

Project No: R3001.477.01  
Invoice No: 46082

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

Project R3001.477.01 LaVista, City of - Civic Center Park PH#  
**Professional Services through August 31, 2019**

**Fee**

<b>Billing Phase</b>	<b>Fee</b>	<b>Billed %</b>	<b>Earned</b>	<b>Prior Fee</b>	<b>Current Fee</b>
Schematic Design	14,400.00	100.00	14,400.00	14,400.00	0.00
Design Development	20,900.00	100.00	20,900.00	20,900.00	0.00
Construction Documents	22,600.00	100.00	22,600.00	22,600.00	0.00
Bidding/Negotiation	5,000.00	100.00	5,000.00	5,000.00	0.00
Contract Administration	20,900.00	100.00	20,900.00	20,273.00	627.00
Post-Occupancy	600.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>84,400.00</b>		<b>83,800.00</b>	<b>83,173.00</b>	<b>627.00</b>
			<b>Total Fee</b>		<b>627.00</b>

**Reimbursable Expenses**

Printing	22.90
<b>Total Reimbursables</b>	<b>22.90</b>
<b>Total this Invoice</b>	<b>\$649.90</b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
46006	7/31/2019	1,074.78
<b>Total</b>		<b>1,074.78</b>

O.K. to pay

JMK 9-13-2019

16.71.0942.003



**Owner**  
 City of La Vista  
 Public Works  
 8116 Park View Boulevard  
 La Vista, NE 68128

**Contractor**  
 SIEREX Designs, Inc.  
 2101 Woolworth Ave, #1  
 Omaha, NE 68108

**Project**  
 Mini Park Improvements  
 Eberle Walden Park Shelter

**Application number:**  
 19765-01

**Application date:**  
 9/10/2019

**Contract Date:**  
 4/15/2019

**Project number:**  
 19675

### CONTRACTOR'S APPLICATION FOR PAYMENT

<b>ORIGINAL CONTRACT SUM</b>	\$	<b>27,011.20</b>
Net change by Change Orders	\$	<u>—</u>
<b>CONTRACT SUM TO DATE</b>	\$	<b>27,011.20</b>
Total completed to date	\$	<u>13,180.00</u>
Materials stored to date	\$	<u>—</u>
<b>TOTAL COMPLETED &amp; STORED TO DATE</b>	\$	<b>13,180.00</b>
<b>RETAINAGE</b>		
Percentage of completed work	10%	\$ <u>1,318.00</u>
Percentage of stored material	0%	<u>—</u>
Total Retainage	\$	<u>1,318.00</u>
<b>TOTAL EARNED LESS RETAINAGE</b>	\$	<b>11,862.00</b>
<b>PREVIOUS CERTIFICATES FOR PAYMENT</b>	\$	<u>—</u>
<b>CURRENT PAYMENT DUE</b>	\$	<b>11,862.00</b>
<b>BALANCE TO FINISH, INCLUDING RETAINAGE</b>	\$	<b>15,149.20</b>

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

SIEREX Design & Construction

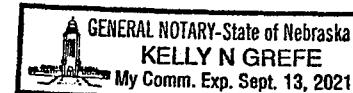
By: Morgan Sykes Date: 9/12/19  
 State of: NEBRASKA

County of: SARPY

Subscribed and sworn before  
 me this 12 day of SEPTEMBER

Notary Public: NE

My Commission expires: SEPT 13, 2021



O.K. to pay  
9/13/2019  
05.71.0014.003

Consent Agenda 10/1/2019 (P)  
 Page 1

A-1  
 C-1

Application number: 19765-01

Application date: 9/10/2019

Period to: 7/1/2016

Project number: 15391

Item #	Description of Work	Scheduled value	Work Completed		Materials presently stored	Total completed and stored to date	% Complete	Balance to finish	Retainage
			From previous application	This period					
									10%
1	Mobilization	\$ 2,130.00	\$ -	\$ 2,130.00	\$ -	\$ 2,130.00	100.0%	\$ -	\$ 213.00
2	Demolition and site prep	\$ 3,190.00	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	78.4%	\$ 690.00	\$ 250.00
3	Concrete walkway	\$ 3,841.20	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 3,841.20	\$ -
4	Concrete slab for shelter	\$ 3,160.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	38.0%	\$ 1,960.00	\$ 120.00
5	Furnish and install shelter	\$ 14,690.00	\$ -	\$ 7,350.00	\$ -	\$ 7,350.00	50.0%	\$ 7,340.00	\$ 735.00
6		\$ -	\$ -	\$ -	\$ -				
7		\$ -	\$ -	\$ -	\$ -				
8		\$ -	\$ -	\$ -	\$ -				
9		\$ -	\$ -	\$ -	\$ -				
10		\$ -	\$ -	\$ -	\$ -				
11		\$ -	\$ -	\$ -	\$ -				
12		\$ -	\$ -	\$ -	\$ -				
13		\$ -	\$ -	\$ -	\$ -				
14		\$ -	\$ -	\$ -	\$ -				
15		\$ -	\$ -	\$ -	\$ -				
Totals:		\$ 27,011.20	\$ -	\$ 13,180.00	\$ -	\$ 13,180.00		\$ 13,831.20	\$ 1,318.00

City of La Vista  
Public Works Department  
Construction Division

## WEEKLY PROGRESS REPORT

Page 1 of 2

CONTRACTOR SWAIN CONSTRUCTION, INC.

PROJECT PARK VIEW BLVD RESURFACING

WEEK ENDING DATE 08/10/19

PROJECT NO. M 376 (226)

PROJECT STATUS: FINAL

REPORT NO. 10

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY							
SUNDAY 08/04/19	No Work Performed.	0	Y	Total Value of Work This Period	\$22,162.59						
				Total Value of Work To Date	\$784,831.64						
MONDAY 08/05/19	Swain performed manhole and valve adjustment from 72nd St. to 75th Ave.	10	Y	Pro-rated Adjustment to Value of Stored Materials This Period	\$0.00						
				Total Value of Stored Materials Remaining To Date	\$0.00						
TUESDAY 08/06/19	Swain performed manhole adjustments from 76th Ave to 81st St.	10	Y	Estimated Contract Value	\$ 793,983.55						
				Percent Complete By Value	99%						
WEDNESDAY 08/07/19	Swain performed manhole adjustments from 81st St. to 84th St. Crew also began work on punchlist	10	Y	Contract Calendar / Work Days	60						
				Calendar / Work Days This Period	4						
THURSDAY 08/08/19	Swain working on punchlist items.	0	N	Calendar / Work Days Used To Date	66						
				Percent Time Used	110% **						
FRIDAY 08/09/19	Swain working on punchlist items.	0	N	% Retained	0.00%						
				Amount Retained To Date	\$0.00						
SATURDAY 08/10/19	No Work Performed.	0	N	Net Amount Due To Date	\$784,831.64						
				Total Incentive Earned / Disincentive Assessed To Date	\$0.00						
<u>Other Comments</u> Final Progress Report. For Final Payment. ** The project was being utilized for its intended purpose prior to the August 2nd contract date, therefore was considered substantially complete by the required date. Note: 15% Penalty on the Total Amount for Line Item #5 Construct Concrete Base Repair - Type L85 Due to Underperforming 28 Day Cylinder Breaks. Update: Third Party Testing of L85 Concrete determined acceptable compressive strength.		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Net Amount Due To Date Including Incentive Earned / Disincentive Assessed</td> <td style="width: 50%;">\$784,831.64</td> </tr> <tr> <td>Total Previous Payments To Date</td> <td>\$686,402.14</td> </tr> <tr> <td>Amount Due To Date</td> <td>\$98,429.50</td> </tr> </table>				Net Amount Due To Date Including Incentive Earned / Disincentive Assessed	\$784,831.64	Total Previous Payments To Date	\$686,402.14	Amount Due To Date	\$98,429.50
Net Amount Due To Date Including Incentive Earned / Disincentive Assessed	\$784,831.64										
Total Previous Payments To Date	\$686,402.14										
Amount Due To Date	\$98,429.50										

O.K. to pay

8MK 9-25-2019  
05.71.0947.003

PROJECT MANAGER / DATE

Swain

9/25/19

CONTRACTOR / DATE

PROJECT REPRESENTATIVE / DATE

John M. Kothmann

9/25/19

CITY CONSTRUCTION ENGINEER / DATE

Consent Agenda 10/1/19 (e)

## WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED										
Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	0	MOBILIZATION	1.00	\$13,745.00	LS	-	\$0.00	100.0%	1.00	\$13,745.00
2	0	PERFORM COLD PLANNING – ASPHALT, AVERAGE 2" THICK	26,100.00	\$5.58	SY	-	\$0.00	99.0%	25,769.90	\$143,796.04
3	0	CONCRETE SURFACE MILLING, 2" THICK	425.00	\$7.91	SY	-	\$0.00	119.0%	507.80	\$4,016.70
4	0	CONSTRUCT ASPHALT SURFACE COURSE TYPE SPR (PG 64-34)	3,160.00	\$107.50	TON	-	\$0.00	104.0%	3,274.24	\$351,980.80
5	0	CONSTRUCT CONCRETE BASE REPAIR TYPE L85	1,400.00	\$91.65	SY	-	\$0.00	95.0%	1,335.75	\$122,421.49
6	0	INSTALL PERMANENT PREFORMED MARKING TAPE – TYPE 4, 5" YELLOW	1,690.00	\$3.95	LF	-	\$0.00	79.0%	1,330.00	\$5,253.50
7	0	INSTALL PERMANENT PREFORMED MARKING TAPE – TYPE 4, 5" WHITE	290.00	\$4.70	LF	-	\$0.00	81.0%	235.00	\$1,104.50
8	0	INSTALL PERMANENT PREFORMED MARKING TAPE – TAPE SYMBOL – TYPE DIRECTIONAL ARROW, WHT	3.00	\$279.00	EA	-	\$0.00	133.0%	4.00	\$1,116.00
9	0	ADJUST MANHOLE TO GRADE	30.00	\$753.00	EA	27.00	\$20,331.00	90.0%	27.00	\$20,331.00
10	0	ADJUST UTILITY VALVE TO GRADE	11.00	\$684.00	EA	1.00	\$684.00	64.0%	7.00	\$4,788.00
11	0	PROVIDE TEMPORARY TRAFFIC CONTROL	1.00	\$12,751.00	LS	0.09	\$1,147.59	100.0%	1.00	\$12,751.00
12	0	REMOVE & REPLACE INLET	4.00	\$5,019.00	EA	-	\$0.00	100.0%	4.00	\$20,076.00
13	0	REMOVE SIDEWALK	4,300.00	\$1.26	SF	-	\$0.00	106.0%	4,563.00	\$5,749.38
14	0	REPAIR CURB & GUTTER	660.00	\$31.85	LF	-	\$0.00	126.0%	832.00	\$26,499.20
15	0	CONSTRUCT 4" CONCRETE SIDEWALK	4,300.00	\$4.57	SF	-	\$0.00	96.0%	4,123.00	\$18,842.11
16	0	CONSTRUCT 6" CONCRETE SIDEWALK	145.00	\$6.19	SF	-	\$0.00	0.0%	-	\$0.00
17	0	CONSTRUCT 6" IMPRINTED CONCRETE SURFACING	745.00	\$9.25	SF	-	\$0.00	64.0%	477.75	\$4,419.19
18	0	CONSTRUCT 6" CONCRETE CURB RAMP	940.00	\$11.60	SF	-	\$0.00	96.0%	904.00	\$10,486.40
19	0	CONSTRUCT SEGMENTAL RETAINING WALL	30.00	\$26.10	SF	-	\$0.00	129.0%	38.75	\$1,011.38
20	0	CONSTRUCT DETECTABLE WARNING PANEL, CAST IRON	320.00	\$24.85	SF	-	\$0.00	90.0%	288.00	\$7,156.80
21	0	CLEARING & GRUBBING PER INTERSECTION CORNER	30.00	\$104.00	EA	-	\$0.00	90.0%	27.00	\$2,808.00
22	0	INSTALL CURB INLET PROTECTION	20.00	\$238.00	EA	-	\$0.00	105.0%	21.00	\$4,998.00
23	0	REMOVE & RELOCATE FENCE	40.00	\$29.25	LF	-	\$0.00	0.0%	-	\$0.00
24	0	REMOVE & INSTALL NEW SPRINKLER HEAD	30.00	\$62.65	EA	-	\$0.00	10.0%	3.00	\$187.95
25	0	INSTALL SODDING	600.00	\$6.78	SY	-	\$0.00	0.0%	-	\$0.00
26	0	INSTALL SEEDING – TYPE B	100.00	\$3.03	SY	-	\$0.00	427.0%	426.80	\$1,293.20
27	0	RENTAL OF LOADER, FULLY OPERATED	10.00	\$107.00	HR	-	\$0.00	0.0%	-	\$0.00
28	0	RENTAL OF SKID LOADER, FULLY OPERATED	10.00	\$64.30	HR	-	\$0.00	0.0%	-	\$0.00
29	0	RENTAL OF DUMP TRUCK, FULLY OPERATED	10.00	\$88.10	HR	-	\$0.00	0.0%	-	\$0.00



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

INVOICE

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

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

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

Invoice number 133367  
Date 09/12/2019

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

Professional Services from August 1, 2019 through August 31, 2019

JOSEPHINE STREET RIGHT-OF-WAY EAST OF 69TH STREET, SARPY COUNTY, NEBRASKA

Description	Current Billed
Construction Staking - Eberle Walden Park	383.05
<b>Total</b>	<b>383.05</b>

Invoice total 383.05 ↗

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

O.K. to pay

gmk 9-17-2019

05.71.0914.003

Consent Agenda 10/1/19 (r)

A-16



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

INVOICE

engineering  
& surveying

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

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

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

Invoice number 133398  
Date 09/16/2019

Project 0171-400 CITY OF LA VISTA -  
MISCELLANEOUS SERVICES 2012-  
CURRENT, CIVIL

Professional Services from July 15, 2019 through September 01, 2019

Description	Current Billed
<b>Surveying Services</b>	1,406.20
72nd Street Storm Sewer Settlement	
Monitor Settlement and Pavement Elevations.	
	Total 1,406.20

Invoice total 1,406.20



**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
133398	09/16/2019	1,406.20	1,406.20				
	Total	1,406.20	1,406.20	0.00	0.00	0.00	0.00

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

o.k. to pay

efmk 9-23-2019

02.42.0314

A-17

~~waters ed~~11205 W 79th St. Lenexa, KS 66214  
913-438-4338 -- wedesignpools.com

Water's Edge Aquatic Design, LLC

**Invoice**

Date	Invoice #
9/9/2019	4071

Bill To
Brenda Gunn City Administrator

Terms	Due Date	Rep
Nct 30	10/9/2019	JAB

Description	Est Amt	Prior Amt	Prior %	Curr %	Total %	Amount
LaVista, NE #18-540-B - Planning Phase - Public Input	12,000.00			3.00%	3.00%	360.00
Site Confirmation/Concept Plan	26,250.00			3.00%	3.00%	787.50
Cost Estimating	5,750.00			0.00%	0.00%	0.00
Expense Allowance	3,000.00			8.00%	8.00%	240.00
<i>P.O. # 19-008103 S. Schwartz 9/16/19</i>						

<b>Total</b>	\$1,387.50
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$1,387.50

Phone #	Fax #	E-mail	Web Site
913-438-4338	913-438-1465	cschwarz@wedesignpools.com	www.wedesignpools.com

Consent Agenda 10/1/19 (R)

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
130602	09/18/2019	CALENTINE, JEFFREY	18.75	N
130603	09/18/2019	FELSBURG HOLT & ULLEVIG INC	1,424.60	N
130604	09/18/2019	HAWKINS CONSTRUCTION COMPANY	466,744.50	N
130605	09/18/2019	LEAGUE OF NEBRASKA MUNICIPALITIES	46,392.00	N
130606	09/18/2019	MH ENTERPRISE	200.00	N
130607	09/18/2019	MICROFILM IMAGING SYSTEMS, INC.	3,040.00	N
130608	09/18/2019	MIDWEST RIGHT OF WAY SVCS INC	340.00	N
130609	09/18/2019	O'HANLON, PAT	1,500.00	N
130610	09/18/2019	OLSSON, INC.	2,920.91	N
130611	09/18/2019	PETTY CASH-PAM BUETHE	299.58	N
130612	09/18/2019	RDG PLANNING & DESIGN	12,439.09	N
130613	09/18/2019	REDZ, LLC	105,000.00	N
130614	09/18/2019	SARPY COUNTY FISCAL ADMINISTRN	233,057.49	N
130615	09/18/2019	SWAIN CONSTRUCTION INC	212,474.69	N
130616	09/18/2019	THOMPSON DREESSEN & DORNER, IN	4,039.75	N
130617	09/18/2019	TRAIL, RANDY	297.00	N
130618	09/18/2019	URETEK USA, INC.	16,549.58	N
130619	09/20/2019	GRAHAM CONSTRUCTION, INC	260,668.80	N
130620	10/01/2019	4 SEASONS AWARDS	8.00	N
130621	10/01/2019	911 CUSTOM LLC	14,154.68	N
130622	10/01/2019	A-RELIEF SERVICES INC	86.00	N
130623	10/01/2019	AMAZON CAPITAL SERVICES, INC.	835.53	N
130624	10/01/2019	AOI CORPORATION	560.52	N
130625	10/01/2019	ASPHALT & CONCRETE MATERIALS	771.50	N
130626	10/01/2019	AT&T MOBILITY LLC	93.80	N
130627	10/01/2019	AXON ENTERPRISE INC	2,130.00	N
130628	10/01/2019	AYALA, BRIAN	185.50	N
130629	10/01/2019	BAUER BUILT INC	1,947.24	N
130630	10/01/2019	BAXTER CHRYSLER JEEP, INC.	782.24	N
130631	10/01/2019	BISHOP BUSINESS EQUIPMENT	1,694.42	N
130632	10/01/2019	BLACK HILLS ENERGY	1,068.93	N
130633	10/01/2019	BLAND, TRAVIS	185.50	N
130634	10/01/2019	BOBCAT OF OMAHA	23.15	N
130635	10/01/2019	BOTACH INC.	289.01	N
130636	10/01/2019	BROWNELLS INC	385.77	N
130637	10/01/2019	BUETHE, PAM	135.72	N
130638	10/01/2019	BURTON A/C, HEATING & PLUMBING	170.95	N
130639	10/01/2019	CALENTINE, JEFFREY	35.90	N
130640	10/01/2019	CATHERINE DEMES MAYDEW	1,787.50	N
130641	10/01/2019	CENTURY LINK	363.89	N
130642	10/01/2019	CENTURY LINK BUSN SVCS	177.01	N
130643	10/01/2019	CINTAS CORPORATION	408.35	N
130644	10/01/2019	CIOX HEALTH, LLC	20.00	N
130645	10/01/2019	CITY OF OMAHA	445,124.59	N
130646	10/01/2019	CITY OF PAPILLION	9,678.68	N
130647	10/01/2019	COMP CHOICE INC	272.70	N
130648	10/01/2019	CONSOLIDATED MANAGEMENT CO	109.54	N
130649	10/01/2019	COX COMMUNICATIONS, INC.	147.03	N
130650	10/01/2019	D & K PRODUCTS	85.00	N
130651	10/01/2019	DAIKIN APPLIED	3,063.00	N
130652	10/01/2019	DEBRA HALE	116.00	N
130653	10/01/2019	DELL MARKETING L.P.	3,180.64	N
130654	10/01/2019	DEMCO INCORPORATED	309.49	N
130655	10/01/2019	DOUGLAS COUNTY SHERIFF'S OFC	337.50	N
130656	10/01/2019	DSLPROS	4,697.00	N
130657	10/01/2019	DULTMEIER SALES LLC	44.80	N
130658	10/01/2019	EBIX, INC.	64.95	N
130659	10/01/2019	EDGEWEAR SCREEN PRINTING	889.00	N
130660	10/01/2019	ENVISIO SOLUTIONS INC	6,300.00	N
130661	10/01/2019	EXPRESS DISTRIBUTION LLC	5.00	N

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
130662	10/01/2019	FASTENAL COMPANY	3,160.50	N
130663	10/01/2019	FBG SERVICE CORPORATION	275.00	N
130664	10/01/2019	FILTER CARE OF NEBRASKA	45.45	N
130665	10/01/2019	FIRST WIRELESS INC	104.65	N
130666	10/01/2019	FITZGERALD SCHORR BARMETTLER	26,875.60	N
130667	10/01/2019	FOCUS PRINTING	238.60	N
130668	10/01/2019	GALE	76.47	N
130669	10/01/2019	GALLS LLC	215.00	N
130670	10/01/2019	GIST, GARY	118.99	N
130671	10/01/2019	GLOCK, INC	107.00	N
130672	10/01/2019	GUNN, BRENDA	330.50	N
130673	10/01/2019	H & H CHEVROLET LLC	461.90	N
130674	10/01/2019	HARM'S CONCRETE INC	118.75	N
130675	10/01/2019	HARTS AUTO SUPPLY	826.00	N
130676	10/01/2019	HYDRAULIC EQUIPMENT SERVICE INC	927.50	N
130677	10/01/2019	IDEAL IMAGES, INC.	1,334.00	N
130678	10/01/2019	INGRAM LIBRARY SERVICES	3,080.26	N
130679	10/01/2019	J & J SMALL ENGINE SERVICE	6.49	N
130680	10/01/2019	J RETZ LANDSCAPE, INC	4,405.90	N
130681	10/01/2019	JMAC CONSULTING GROUP LLC	254.86	N
130682	10/01/2019	JOHNSON HARDWARE COMPANY LLC	156.50	N
130683	10/01/2019	JULIA RODEHORST	43.00	N
130684	10/01/2019	K & K MASONRY, INC.	9,000.00	N
130685	10/01/2019	KELLY'S CARPET OMAHA	2,683.38	N
130686	10/01/2019	KLUTE TRUCK EQUIPMENT	2,625.00	N
130687	10/01/2019	KUBOTA OF OMAHA	58.65	N
130688	10/01/2019	LA VISTA COMMUNITY FOUNDATION	60.00	N
130689	10/01/2019	LARSEN SUPPLY COMPANY	143.65	N
130690	10/01/2019	LEAGUE OF NEBR MUNICIPALITIES	1,758.00	N
130691	10/01/2019	LILLY JOHNSON	40.00	N
130692	10/01/2019	LOU'S SPORTING GOODS	230.40	N
130693	10/01/2019	MAMA'S PIZZA	260.28	N
130694	10/01/2019	MARCO INCORPORATED	120.80	N
130695	10/01/2019	MATHESON TRI-GAS INC	1,806.18	N
130696	10/01/2019	MENARDS-RALSTON	373.03	N
130697	10/01/2019	METRO AREA TRANSIT	622.00	N
130698	10/01/2019	METROPOLITAN UTILITIES DIST.	9,235.13	N
130701	10/01/2019	MMC MECHANICAL CONTRACTORS IN	3,823.37	N
130702	10/01/2019	MOTOROLA SOLUTIONS INC	64,934.20	N
130703	10/01/2019	MSC INDUSTRIAL SUPPLY CO	309.73	N
130704	10/01/2019	NEBRASKA IOWA INDL FASTENERS INC	144.87	N
130705	10/01/2019	NEBRASKA LAW ENFORCEMENT	228.00	N
130706	10/01/2019	NEBRASKA MOSQUITO/VECTOR ASSN	100.00	N
130707	10/01/2019	NEWMAN TRAFFIC SIGNS INC	169.81	N
130708	10/01/2019	NORTH STAR DESTINATION STRATEGIE	673.62	N
130709	10/01/2019	OFFICE DEPOT INC	369.35	N
130710	10/01/2019	OMNI ENGINEERING	861.23	N
130711	10/01/2019	PAY-LESS OFFICE PRODUCTS INC	217.68	N
130712	10/01/2019	PLAINS EQUIPMENT GROUP	308.46	N
130713	10/01/2019	POKORNY, KEVIN L	330.50	N
130714	10/01/2019	POWER DMS INC	7,689.50	N
130715	10/01/2019	PRIMA DISTRIBUTION, INC.	128.06	N
130716	10/01/2019	PROUHET, THOMAS	391.50	N
130717	10/01/2019	RAMIREZ, RITA M	391.50	N
130718	10/01/2019	REACH SPORTS MARKETING GROUP, I	1,408.00	N
130719	10/01/2019	RED MUNICIPAL & INDUSTRIAL EQUIP	48.41	N
130720	10/01/2019	RIVER CITY RECYCLING	510.00	N
130721	10/01/2019	RUFFNER, JAMES	87.50	N
130722	10/01/2019	SARPY COUNTY COURTHOUSE	4,207.68	N
130723	10/01/2019	SARPY COUNTY FISCAL ADMINSTRTN	3,071.42	N

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
130724	10/01/2019	SCHEMMER ASSOCIATES INC	2,320.00	N
130725	10/01/2019	SETCOM CORPORATION	2,678.10	N
130726	10/01/2019	SID DILLON WAHOO INC	33,396.00	N
130727	10/01/2019	SIGN IT	540.00	N
130728	10/01/2019	SIRCHIE ACQUISITION COMPANY, LLC	185.99	N
130729	10/01/2019	SNAP-ON INDUSTRIAL TOOL	974.22	N
130730	10/01/2019	SOUTHERN UNIFORM & EQUIPMENT	2,613.20	N
130731	10/01/2019	STOLTENBERG NURSERIES	312.00	N
130732	10/01/2019	SWANK MOTION PICTURES INC	693.00	N
130733	10/01/2019	TARGET INNOVATIONS, LLC	150.00	N
130734	10/01/2019	TED'S MOWER SALES & SERVICE	2,020.16	N
130735	10/01/2019	THORNBURG, JEFF	87.50	N
130736	10/01/2019	THREE RIVERS LIBRARY SYSTEM	25.00	N
130737	10/01/2019	TRUCK CENTER COMPANIES	541.00	N
130738	10/01/2019	TURFWERKS	7,768.31	N
130739	10/01/2019	VERIZON CONNECT NWF, INC.	731.25	N
130740	10/01/2019	VERIZON WIRELESS	210.69	N
130741	10/01/2019	WAL-MART COMMUNITY BRC	1,120.44	N
130742	10/01/2019	WATCHGUARD, INC.	4,202.00	N
130743	10/01/2019	WHITE CAP CONSTR SUPPLY/HDS	43.19	N
130744	10/01/2019	WICK'S STERLING TRUCKS INC	61.62	N
TOTAL:				2,093,390.25

APPROVED BY COUNCIL MEMBERS ON: 10/01/2019

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 1, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ZONING TEXT AMENDMENTS — PERSONAL SERVICES	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRIS SOLBERG SENIOR PLANNER

**SYNOPSIS**

A public hearing has been scheduled and an ordinance prepared to amend Sections 2.17 (Definitions -P), 5.10 (C-1 Shopping Center Commercial District), 5.11 (C-2 General Commercial District), 5.12 (C-3 Highway Commercial/Office Park District), and 5.19 (MU-CC Mixed Use City Centre District) of the Zoning Ordinance to define and allow for *Personal Services* in commercial and mixed-use districts.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled and an ordinance prepared to amend Sections 2.17 (Definitions-P), 5.10 (C-1 Shopping Center Commercial District), 5.11 (C-2 General Commercial District), 5.12 (C-3 Highway Commercial/Office Park District), and 5.19 (MU-CC Mixed Use City Centre District) of the Zoning Ordinance to define and allow for Personal Services in commercial and mixed-use districts.

Staff recently received a building permit application for “Float District”, a float spa or sensory deprivation tank spa in Southport West that provides equipment-based therapies. During the zoning review it was found that this use is not addressed in the La Vista Zoning Ordinance, though it does fit the character and intent of the C-1, C-2, C-3, and MU-CC Districts. Additionally, the La Vista Zoning Ordinance does not clearly address similar uses such as day spas or massage therapy spas. Surrounding communities account for these wellness-oriented uses in a category called “Personal Services”. Redline copies of the proposed amendments are attached.

The Planning Commission held a public hearing on September 19, 2019, and unanimously recommended approval of the text amendments to the City Council.

## ORDINANCE NO.

AN ORDINANCE TO AMEND SECTIONS 2.17, 5.10, 5.11, 5.12, AND 5.19 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTIONS 2.17, 5.10, 5.11, 5.12, AND 5.19 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

**SECTION 1. Amendment of Section 2.17.** Section 2.17 of the Ordinance No. 848 is hereby amended to read as follows:

### **Section 2.17 - Definitions: P**

**PARCEL** shall mean a lot or a contiguous group of lots in single ownership or under single control, which may be considered as a unit for purposes of development.

**PARK** shall mean any public or private land available for recreational, educational, cultural, or aesthetic use.

**PARKING AREA or VEHICULAR USE AREA** shall refer to all off street areas and spaces designed, used, required, or intended to be used for parking, including driveways or access ways in and to such areas. (*Ordinance No. 1083, 2-17-09*)

**PARKING SPACE** shall mean an area, other than a street or alley, reserved for the parking of an automobile, such space having a dimension not less than nine (9) feet *wide* by eighteen (18) feet *long*, plus such additional area as is necessary to afford adequate ingress and egress. (*Ordinance No. 1083, 2-17-09*)

**PERMANENT FOUNDATION** shall mean a base constructed from either poured concrete or laid masonry rock or brick and placed on a footing located below ground level to a point below the frost line upon which a building or structure is permanently attached.

**PERMANENTLY ATTACHED** shall mean connected to real estate in such a way as to require dismantling, cutting away, or unbolting in order to remove, relocate, or replace.

**PERMITTED USE** shall mean any land use allowed without condition within a zoning district.

**PERSONAL SERVICES** shall mean establishments or places of business primarily engaged in the provision of services of a personal nature, not including uses defined in Adult Establishment. Typical uses include nail salons; day spas; massage spas; and sensory-deprivation tank spas.

**PERSON** shall mean an individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, City, County, special district or any other group or combination acting as an entity, except that it shall not include La Vista, Nebraska.

**PET HEALTH SERVICE** (*see Hospital, Animal*) (*Ordinance No. 871, 10-15-02*)

**PET SHOP** shall mean a retail establishment primarily involved in the sale of domestic animals, such as dogs, cats, fish, birds, and reptiles, excluding exotic animals and farm animals such as horses, cattle, goats, sheep and poultry.

**PINBALL or VIDEO GAMES BUSINESS** (*See Amusement Arcade*) (*Ordinance No. 1083, 2-17-09*)

**PLANNED UNIT DEVELOPMENT** shall mean a development designed to provide for an unusual or different arrangement of residential, business, or industrial uses in accordance with an approved development plan. (*Ordinance No. 891, 2-04-03*)

**PLANNING COMMISSION** shall mean the Planning Commission of La Vista, Nebraska.

**PLANT MATERIALS** shall mean trees, shrubs, vines, ground covers, grass, perennials, annuals, and bulbs.

**PLAT** shall mean a map showing the location, boundaries, and legal description of individual properties.

**POSTAL STATION** shall mean a commercial business which conducts the retail sale of stationery products, provides packaging and mail services (both U.S. Postal and private service), and provides mailboxes for lease. (*Ordinance No. 1083, 2-17-09*)

**PREMISES** shall mean a tract of land, consisting of one lot or irregular tract, or more than one lot or irregular tract, provided such lots or tracts are under common ownership, contiguous, and used as a single tract (*See also, Parcel*) (*Ordinance No. 1083, 2-17-09*)

**PRESCHOOL** shall mean a school or center for children under school age, whether licensed as a day care center or not, shall be approved by the Nebraska State Fire Marshall as being in safety conformance with the National Fire Protection Association, Pamphlet 101, known as the Life Safety Code and shall be approved by the Nebraska Department of Health and Welfare as meeting their health and welfare standards. **(Ordinance No. 1083, 2-17-09)**

**PRINCIPAL BUILDING** shall mean a building within which the main or primary use of the lot or premises is located. (See also Use, Principal) **(Ordinance No. 1083, 2-17-09)**

**PUBLIC FACILITIES** shall mean any building held, used, or controlled exclusively for public purposes by any department or branch of federal, state, county, or city government. A building belonging to or used by the public for the transaction of public or quasi-public business. Public services may be rendered from such facilities. **(Ordinance No. 1083, 2-17-09)**

**PUBLIC SERVICES** shall mean services provided by a public agency within a government facility for purposes of public safety and emergency services, including a facility that provides police or fire protection and related administrative facilities. **(Ordinance No. 1083, 2-17-09)**

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

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

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

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

**5.10.02 Permitted uses:**

- 5.10.02.01 Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. **(Ordinance No. 950, 3-1-05)**
  - 5.10.02.02 Child care center.
  - 5.10.02.03 Dance studio, not including uses defined in Adult Establishment.
  - 5.10.02.04 Meeting hall, not including uses defined in Adult Establishment.
  - 5.10.02.05 Museum, art gallery.
  - 5.10.02.06 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
    - 1. Apparel shop.
    - 2. Appliance store.
    - 3. Antique store.
    - 4. Automobile parts and supply store.
    - 5. Bakery shop (retail).
    - 6. Barber and Beauty shop.
    - 7. Bicycle shop.
    - 8. Book store, not including uses defined in Adult Establishment.
    - 9. Brew-on premises store.
    - 10. Camera store.
    - 11. Communication services.
    - 12. Computer store.
    - 13. Confectionery.
    - 14. Dairy products sales.
    - 15. Drug store.
    - 16. Dry cleaning and laundry pickup.
    - 17. Exercise, fitness and tanning spa, not including uses defined in Adult Establishment.
    - 18. Food Sales (Limited).
    - 19. Food Sales (General).
    - 20. Floral shop.
    - 21. Mortuary.
    - 22. Furniture store or showroom.
    - 23. Gift and curio shop.
    - 24. Gunsmith.
    - 25. Hardware store.
    - 26. Hobby, craft, toy store.
    - 27. Jewelry store.
    - 28. Liquor store.
    - 29. Locksmith.

- 30. Meat market, retail.
- 31. Music retail store.
- 32. Newsstands, not including uses defined in Adult Establishment.
- 33. Paint store.
- 34. Photographer.
- 35. Picture framing shop.
- 36. Reservation center.
- 37. Restaurants, cafes and fast food establishments.
- 38. Second hand stores.
- 39. Shoe store.
- 40. Sporting goods.
- 41. Stamp and coin stores.
- 42. Tailors and dressmakers.
- 43. Tanning salon.
- 44. Travel agencies.
- 45. Video store, not including uses defined in Adult Establishment.
- 46. Social club and fraternal organizations, not including uses defined in Adult Establishment.
- 47. Telephone exchange.
- 48. Telephone answering service.
- 49. Public overhead and underground local distribution utilities.
- 50. *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*
- 51. *Adult Day Care Services (Ordinance No. 1328, 9-18-18)*
- 52. *Tutoring and Exam Preparation Services (Ordinance No. 1341, 2-5-19)*
- 53. *Personal Services, not including uses defined in Adult Establishment.*

**5.10.03 Permitted Conditional Uses:**

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

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

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

5.10.03.22 *Event center, provided:*

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

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

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

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

#### **5.10.04 Permitted Accessory Uses:**

5.10.04.01 Buildings and uses customarily incidental to the permitted uses.

5.10.04.02 Parking as allowed in Section 7.05 through 7.09.

5.10.04.03 Signs allowed in Section 7.01 through 7.04.

5.10.04.04 Landscaping as required by Section 7.17.

#### **5.10.05 Permitted Temporary Uses**

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

5.10.05.01 Temporary greenhouses.

5.10.05.02 Temporary structures as needed for sidewalk and other outdoor sales events.

5.10.05.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.

5.10.05.04 Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*

5.10.05.05 Temporary structure for festivals or commercial events.

#### **5.10.06 Height and Lot Requirements:**

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

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

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

#### **5.10.07 Use Limitations:**

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

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

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

**SECTION 3. Amendment of Section 5.11.** Section 5.11 of the Ordinance No. 848 is hereby amended to read as follows:

## **Section 5.11 C-2 General Commercial District**

**5.11.01 Intent:** The General Commercial District is intended to establish standards that will foster and maintain an area within the district boundaries that will benefit the retail trade, business, cultural, and social activities of the entire community. In addition, this district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

### **5.11.02 Permitted Uses:**

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

5.11.02.02 Child care center.

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

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

5.11.02.05 Museum, art gallery.

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

1. Apparel shop.
2. Appliance store.
3. Antique store.
4. Automobile parts and supply store.
5. Bakery shop (retail).
6. Barber and Beauty shop.
7. Bicycle shop.
8. Book store, not including uses defined in Adult Establishment.
9. Brew-on premises store.
10. Camera store.
11. Communication services.
12. Computer store.
13. Confectionery.
14. Dairy products sales.
15. Drug store.
16. Dry cleaning and laundry pickup.
17. Exercise, fitness and tanning spa, not including uses defined in Adult Establishment.
18. Floral shop.
19. Mortuary.
20. Food Sales (Limited).
21. Food Sales (General).
22. Furniture store or showroom.
23. Gift and curio shop.
24. Gunsmith.
25. Hardware store.
26. Hobby, craft, toy store.
27. Jewelry store.
28. Liquor store.
29. Locksmith.
30. Meat market, retail.
31. Music retail store.
32. Music studio.
33. Newsstands, not including uses defined in Adult Establishment.
34. Paint store.
35. Photographer.
36. Picture framing shop.
37. Reservation center.
38. Restaurants, cafes and fast food establishment.
39. Second hand stores.
40. Shoe store.
41. Sporting goods.
42. Stamp and coin stores.
43. Tailors and dressmakers.
44. Tanning salon.
45. Travel agencies.
46. Video store, not including uses defined in Adult Establishment.
47. Social club and fraternal organizations, not including uses defined in Adult Establishment.
48. Telephone exchange.
49. Telephone answering service.
50. Theater, indoor, not including uses defined in Adult Establishment.
51. Public overhead and underground local distribution utilities.
52. *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*

53. *Tutoring and Exam Preparation Services*  
 54. *Personal Services, not including uses defined in Adult Establishment.*

**5.11.03 Permitted Conditional Uses:**

5.11.03.01 Recreational establishments.  
 5.11.03.02 Variety store, not including uses defined in Adult Establishment  
 5.11.03.03 Amusement arcades.  
 5.11.03.04 Bowling center.  
 5.11.03.05 Brew Pubs.  
 5.11.03.06 Micro breweries when in conjunction with a restaurant.  
 5.11.03.07 Coffee Kiosks.  
 5.11.03.08 Automated Teller Machines when not within the interior of a primary use.  
 5.11.03.09 Business or trade school.  
 5.11.03.10 Garden supply and retail garden center.  
 5.11.03.11 Commercial greenhouse.  
 5.11.03.12 Mail order services.  
 5.11.03.13 Pinball or video games business.  
 5.11.03.14 Tavern and cocktail lounge, not including uses defined in Adult Establishment.  
 5.11.03.15 Totally enclosed, automated and conveyor-style car washes.  
 5.11.03.16 Convenience store with limited fuel sales.  
 5.11.03.17 Residences in conjunction with the principal use when located above the ground floor.  
 5.11.03.18 Churches, temples, seminaries, and convents including residences for teachers and pastors.  
 5.11.03.19 Car wash.  
 5.11.03.20 Retail building material sales; provided that the following minimum standards are present:  
 1. All lumber shall be enclosed with the primary structure.  
 2. All year round landscaping materials shall be enclosed within the primary structure.  
 3. All outdoor storage shall be temporary and shall comply with the provisions for Temporary Uses, as per this Ordinance.  
 5.11.03.21 Service station with minor automobile repair services.  
 5.11.03.22 Tire store and minor automobile repair service.  
 5.11.03.23 *Animal Specialty Services with or without overnight boarding of animals and outdoor exercise areas. (Ordinance No. 1254, 6-16-15)*  
 5.11.03.24 *Pet Shop. (Ordinance No. 1254, 6-16-15)*

**5.11.04 Permitted Temporary Uses**

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

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

**5.11.05 Permitted Accessory Uses**

5.11.05.01 Buildings and uses customarily incidental to the permitted uses.  
 5.11.05.02 Parking as permitted in Section 7.05 through 7.09.  
 5.11.05.03 Signs allowed in Section 7.01 through 7.04.  
 5.11.05.04 Landscaping as required by Section 7.17.

**5.11.06 Height and Lot Requirements:**

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

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Coverage	Lot
Permitted Uses	10,000	-	25' <sup>1</sup>	15'	15'	45'	60%	
Permitted Conditional Uses	10,000	-	25' <sup>1</sup>	15'	15'	45'	60%	

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

**5.11.07 Use Limitations:**

5.11.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.14.04.

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

**SECTION 4. Amendment of Section 5.12.** Section 5.12 of the Ordinance No. 848 is hereby amended to read as follows:

**Section 5.12 C-3 Highway Commercial / Office Park District**

**5.12.01 Intent:** The Highway Commercial / Office Park District is intended for large scale commercial and office park development. In addition, this district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

**5.12.02 Permitted Uses:**

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

5.12.02.02      Museum, art gallery.

5.12.02.03      Entertainment Venue, indoor, not including uses defined in Adult Establishment. (*Ordinance No. 1219, 7-15-14*)

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

1. Book store, not including uses defined in Adult Establishment.
2. Brew-on premises store.
3. Dry cleaning and laundry pickup.
4. Floral shop.
5. Gift and curio shop.
6. Jewelry store.
7. Reservation center.
8. Restaurants, cafes and fast food establishment.
9. Travel agencies.
10. Office Park developments.
11. Video store, not including uses defined in Adult Establishment.
12. Meeting Halls not including Adult Establishments.
13. Theater, indoor, not including uses defined in Adult Establishment. (*Ordinance No. 1219, 7-15-14*)
14. Coffee kiosks. (*Ordinance No. 1219, 7-15-14*)
15. Department stores. (*Ordinance No. 1219, 7-15-14*)
16. Retail trade centers. (*Ordinance No. 1219, 7-15-14*)
17. Shopping centers. (*Ordinance No. 1219, 7-15-14*)
18. Commercial strip shopping center. (*Ordinance No. 1219, 7-15-14*)
19. *Tutoring and Exam Preparation Services*
20. *Personal Services, not including uses defined in Adult Establishment.*  
*Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*

**5.12.03 Permitted Conditional Uses:**

5.12.03.01      Automobile display, sales, service, and repair.

5.12.03.02      Brew Pubs.

5.12.03.03      Micro breweries when in conjunction with a restaurant.

5.12.03.04      Entertainment Venue, indoor, but which may include outdoor events, not including uses defined in Adult Establishment. (*Ordinance No. 1219, 7-15-14*)

5.12.03.05      Automated Teller Machines when not within the interior of a primary use.

5.12.03.06      Tavern and cocktail lounge, not including uses defined in Adult Establishment.

5.12.03.07      Convenience store with limited fuel sales.

5.12.03.08      Churches and temples.

5.12.03.09      Hotels, including restaurants, convention and meeting facilities and other related uses, not including uses defined in Adult Establishment.

5.12.03.10      Outlet Shopping Center.

5.12.03.11      Health Clubs and tanning salon, not including uses defined in Adult Establishment.

5.12.03.12      Health Recreation Facilities, not including uses defined in Adult Establishment.

5.12.03.13      *Child Care Center. (Ordinance No. 1041, 7-17-07)*

5.12.03.14      *Colleges and Universities. (Ordinance No. 1169, 3-6-12)*

**5.12.04 Permitted Temporary Uses**

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

5.12.04.01      Temporary greenhouses.

5.12.04.02      Temporary structures as needed for sidewalk and other outdoor sales events.

5.12.04.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.

5.12.04.04 Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*

5.12.04.05 Temporary structure for festivals or commercial events.

#### **5.12.05 Permitted Accessory Uses**

5.12.05.01 Buildings and uses customarily incidental to the permitted uses.

5.12.05.02 Parking as permitted in Section 7.05 through 7.09.

5.12.05.03 Signs allowed in Section 7.01 through 7.04.

5.12.05.04 Landscaping as required by Section 7.17.

#### **5.12.06 Height and Lot Requirements:**

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

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Coverage	Lot
Permitted Uses	10,000	-	25 <sup>1</sup>	15'	15'	90 <sup>2</sup>	60%	
Permitted Conditional Uses	10,000	-	25 <sup>1</sup>	15'	15'	90 <sup>2</sup>	60%	

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

<sup>2</sup> Any building within 100 feet of a residentially zoned district shall not exceed 45 feet in height. (Ordinance No. 1082, 11-18-08)

#### **5.12.07 Use Limitations:**

5.12.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.14.04.

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

**SECTION 5. Amendment of Section 5.19.** Section 5.19 of the Ordinance No. 848 is hereby amended to read as follows:

#### **Section 5.19 MU-CC Mixed Use City Centre District**

**5.19.01 Intent:** The intent of the Mixed-Use Town Centre District (MU-CC) is to:

1. Accommodate mixed use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units and office uses above the ground floor;
2. Buildings can be solely residential provided they are designed in a building-forward environment, with buildings at the street edge or having only shallow front setbacks.
3. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets; and
4. Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction.

#### **5.19.02 Permitted Uses:**

Uses are allowed in "MU-CC" zoning districts in accordance with the use table of this section.

#### **Uses Allowed in the MU-CC Zoning District**

Use Category (Specific Use Type)	MU-CC District
<b>Residential:</b>	
Artist Live/Work Space located above the ground floor	P
Artist Live/Work Space, ground floor	P
Bed & breakfasts	P
Townhouses/condominiums	P
Multi-Family, above ground floor	P
Multi-Family, ground floor	C
Senior living: nursing care, rehab facility & assisted living facility	C
<b>Public and Civic:</b>	
Meeting hall	C
Museum	P

Publicly owned and operated facilities	P
Public services	P
Recreation areas/parks (public)	P
Social club/fraternal organizations	C
Parking Structures or Lots	P
<b>Commercial:</b>	
Antique store	P
Apparel shop	P
Art gallery	P
Attorneys	P
Automated Teller Machines	C
Bakery shop (retail)	P
Banks	P
Barber and beauty shop	P
Bicycle shop	P
Book store, not including uses defined in Adult Establishment.	P
Brew pubs	P
Brew-on premises store	P
Business or trade school	C
Business services	P
Camera store	P
Charitable organizations	C
Child care (center)	P
Coffee kiosks	P
Communication services	C
Computer store	P
Confectionery	P
Credit services	P
Dairy product sales	P
Dance studio	P
Dental office	P
Department store	P
Drug store	P
Dry cleaning & laundry pickup	P
Event center	C
Exercise, fitness & tanning spa	P
Finance/investment services	P
Fireworks stands	T
Floral shop	P
Food sales (general)	P
Food sales (limited)	P
Furniture store or showroom	P
Gift shop	P
Gunsmith	C
Hardware store	P
Health club or recreation facility, not including uses defined in Adult Establishment.	C
Hobby, craft store	P
Home occupations	C
Hotels, including restaurants, convention and meeting facilities and other related uses, not including uses defined in Adult Establishment.	P
Insurance	P
Jewelry store	P
Liquor store	P

Locksmith	P
Mail order services	C
Meat market, retail	C
Medical office	P
Micro-breweries, connected to restaurant	P
Music retail store	P
Music studio	P
Newsstands	P
Office	P
Open-air farmers markets	P
Outdoor display of merchandise	P
Paint store	P
Personal Services, not including uses defined in Adult Establishment.	P
Pet health services	P
Pet shop	C
Photographer	P
Picture framing shop	P
Pinball or video games business	C
Produce stands	P
Real estate offices	P
Recreational establishments	C
Restaurants, café, and fast food	P
Second hand stores	C
Security brokers	P
Shoe store	P
Sporting goods	P
Stamp and coin stores	P
Tailors and dressmakers	P
Tanning salon	P
Tavern and cocktail lounge, not including uses defined in Adult Establishment.	P
Theater, indoor, not including uses defined in Adult Establishment.	P
Title abstracting	P
Toy store	P
Travel agencies	P
Tutoring and Exam Preparation Services	P
Video store, not including uses defined in Adult Establishment.	P

#### **Industrial:**

Manufacturing: Artisan (Limited) (hand tools only; e.g., jewelry or ceramics)	C
--	---

#### **Other:**

Temporary structures (events)	T
Temporary structures (construction)	T

---

P = permitted by right; C = conditional use; T = temporary

#### **5.19.03 Permitted Accessory Uses**

- 5.19.03.01 Buildings and uses customarily incidental to the permitted uses.
- 5.19.03.02 Urban residential storage as an accessory to a primary residential use.
- 5.19.03.03 Parking as permitted in Section 7.05 through 7.09.
- 5.19.03.04 Signs allowed in Section 7.01 through 7.04.
- 5.19.03.05 Landscaping as required by Section 7.17.

**5.19.04 Setbacks**

1. The entire building façade must abut front and street side property lines or be located within 10 feet of such property lines.
2. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:
  - a. There shall be a minimum rear setback of twenty (25) feet the full width of the lot;
3. No interior side setbacks are required in the MU-CC district, except when MU-CC zoned property abuts R-zoned property, in which case the minimum side setback required in the MU-CC district shall be the same as required for a residential use on the abutting residentially-zoned lot.

**5.19.05 Building Height**

The maximum building height shall be 90 feet.

**5.19.06 Off-Street Parking**

1. No off-street parking is required in the MU-CC district.
2. If off-street parking is utilized, it shall comply with Sections 7.08-7.09 of this ordinance.
3. All parking spaces shall be paved with asphalt, concrete or other approved hard surface.
4. The use of shared parking is encouraged.
5. Off-street parking spaces should be located to the rear of the main façade of the principal building or otherwise screened to satisfy the screening requirements of the district design standards.

**5.19.10 Circulation and Connectivity**

Uses shall be integrated with the surrounding community, easily accessible, and have a good internal circulation system for a variety of travel options.

1. Internal walk connections are required between buildings, and from buildings to all on site facilities, such as parking areas, bicycle facilities, and open space.
2. External walk connections are required to provide direct access from all buildings on the site to existing or planned sidewalks, adjacent multi-use trails, parks, and greenways.

**SECTION 6. Repeal of Sections 2.17, 5.10, 5.11, 5.12, and 5.19 as Previously Enacted.** Sections 2.17, 5.10, 5.11, 5.12, and 5.19 of Ordinance No. 848 as previously enacted is hereby repealed.

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

**SECTION 8. Effective Date.** This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

**SECTION 9.** This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER 2019.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

## **Section 2.17 - Definitions: P**

**PARCEL** shall mean a lot or a contiguous group of lots in single ownership or under single control, which may be considered as a unit for purposes of development.

**PARK** shall mean any public or private land available for recreational, educational, cultural, or aesthetic use.

**PARKING AREA or VEHICULAR USE AREA** shall refer to all off street areas and spaces designed, used, required, or intended to be used for parking, including driveways or access ways in and to such areas. (*Ordinance No. 1083, 2-17-09*)

**PARKING SPACE** shall mean an area, other than a street or alley, reserved for the parking of an automobile, such space having a dimension not less than nine (9) feet *wide* by eighteen (18) feet *long*, plus such additional area as is necessary to afford adequate ingress and egress. (*Ordinance No. 1083, 2-17-09*)

**PERMANENT FOUNDATION** shall mean a base constructed from either poured concrete or laid masonry rock or brick and placed on a footing located below ground level to a point below the frost line upon which a building or structure is permanently attached.

**PERMANENTLY ATTACHED** shall mean connected to real estate in such a way as to require dismantling, cutting away, or unbolting in order to remove, relocate, or replace.

**PERMITTED USE** shall mean any land use allowed without condition within a zoning district.

**PERSONAL SERVICES** shall mean establishments or places of business primarily engaged in the provision of services of a personal nature, not including uses defined in Adult Establishment. Typical uses include nail salons; day spas; massage spas; and sensory-deprivation tank spas.

**PERSON** shall mean an individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, City, County, special district or any other group or combination acting as an entity, except that it shall not include La Vista, Nebraska.

**PET HEALTH SERVICE** (*see Hospital, Animal*) (*Ordinance No. 871, 10-15-02*)

**PET SHOP** shall mean a retail establishment primarily involved in the sale of domestic animals, such as dogs, cats, fish, birds, and reptiles, excluding exotic animals and farm animals such as horses, cattle, goats, sheep and poultry.

**PINBALL or VIDEO GAMES BUSINESS** (*See Amusement Arcade*) (*Ordinance No. 1083, 2-17-09*)

**PLANNED UNIT DEVELOPMENT** shall mean a development designed to provide for an unusual or different arrangement of residential, business, or industrial uses in accordance with an approved development plan. (*Ordinance No. 891, 2-04-03*)

**PLANNING COMMISSION** shall mean the Planning Commission of La Vista, Nebraska.

**PLANT MATERIALS** shall mean trees, shrubs, vines, ground covers, grass, perennials, annuals, and bulbs.

**PLAT** shall mean a map showing the location, boundaries, and legal description of individual properties.

**POSTAL STATION** shall mean a commercial business which conducts the retail sale of stationery products, provides packaging and mail services (both U.S. Postal and private service), and provides mailboxes for lease. (*Ordinance No. 1083, 2-17-09*)

**PREMISES** shall mean a tract of land, consisting of one lot or irregular tract, or more than one lot or irregular tract, provided such lots or tracts are under common ownership, contiguous, and used as a single tract (*See also, Parcel*) (*Ordinance No. 1083, 2-17-09*)

**PRESCHOOL** shall mean a school or center for children under school age, whether licensed as a day care center or not, shall be approved by the Nebraska State Fire Marshall as being in safety conformance with the National Fire Protection Association, Pamphlet 101, known as the Life Safety Code and shall be approved by the Nebraska Department of Health and Welfare as meeting their health and welfare standards. (*Ordinance No. 1083, 2-17-09*)

**PRINCIPAL BUILDING** shall mean a building within which the main or primary use of the lot or premises is located. (See also Use, Principal) (*Ordinance No. 1083, 2-17-09*)

**PUBLIC FACILITIES** shall mean any building held, used, or controlled exclusively for public purposes by any department or branch of federal, state, county, or city government. A building belonging to or used by the public for the transaction of public or quasi-public business. Public services may be rendered from such facilities. (*Ordinance No. 1083, 2-17-09*)

**PUBLIC SERVICES** shall mean services provided by a public agency within a government facility for purposes of public safety and emergency services, including a facility that provides police or fire protection and related administrative facilities. (*Ordinance No. 1083, 2-17-09*)

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

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

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

### **5.10.02 Permitted uses:**

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

5.10.02.02 Child care center.

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

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

5.10.02.05 Museum, art gallery.

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

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

- 35. Picture framing shop.
- 36. Reservation center.
- 37. Restaurants, cafes and fast food establishments.
- 38. Second hand stores.
- 39. Shoe store.
- 40. Sporting goods.
- 41. Stamp and coin stores.
- 42. Tailors and dressmakers.
- 43. Tanning salon.
- 44. Travel agencies.
- 45. Video store, not including uses defined in Adult Establishment.
- 46. Social club and fraternal organizations, not including uses defined in Adult Establishment.
- 47. Telephone exchange.
- 48. Telephone answering service.
- 49. Public overhead and underground local distribution utilities.
- 50. *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*
- 51. *Adult Day Care Services (Ordinance No. 1328, 9-18-18)*
- 52. *Tutoring and Exam Preparation Services (Ordinance No. 1341, 2-5-19)*
- 53. *Personal Services, not including uses defined in Adult Establishment.*

**5.10.03 Permitted Conditional Uses:**

- 5.10.03.01 Recreational establishments.
- 5.10.03.02 Department Store.
- 5.10.03.03 Variety store, not including uses defined in Adult Establishment.
- 5.10.03.04 Amusement arcades.
- 5.10.03.05 Brew Pubs.
- 5.10.03.06 Coffee Kiosks.
- 5.10.03.07 Microbreweries when in conjunction with a restaurant.
- 5.10.03.08 Automated Teller Machines when not within the interior of a primary use.
- 5.10.03.09 Theater, indoor, not including uses defined in Adult Establishment.
- 5.10.03.10 Bowling center.
- 5.10.03.11 Business or trade school.
- 5.10.03.12 Commercial greenhouse.
- 5.10.03.13 Mail order services.
- 5.10.03.14 Pinball or video games business.
- 5.10.03.15 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.10.03.16 Totally enclosed, automated and conveyor-style car washes.
- 5.10.03.17 Convenience store with limited fuel sales.
- 5.10.03.18 Garden supply and retail garden center.
- 5.10.03.19 Outdoor storage in conjunction with another primary use.
- 5.10.03.20 Pet Health Services, provided the following:
  - 1. Said use is totally enclosed within a building.
  - 2. Said services shall be provided for dogs, cats, birds, fish, and similar small animals customarily used as household pets.
  - 3. Typical uses include animal veterinary clinics with overnight boarding, only if medically necessary, not exceeding 48 hours.
  - 4. Grooming shall only be associated with medical appointment.
  - 5. This excludes uses for livestock and other large animals and uses for general grooming, dog bathing and clipping salons.
- 5.10.03.21 *Self-storage units, provided:*
  1. *Storage unit is an extension of an existing self-storage unit or facility.*
  2. *The topography and access of the property will limit the development of identified commercial uses.*
  3. *No outdoor storage.*

4. *Unit or facility provides perimeter fencing in accordance with this ordinance and a vegetative screen of at least six (6) feet in height and twenty (20) feet in width to any adjacent residential zoned property.*
5. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
6. *Applications for self-storage units under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its effect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*
7. *Such use shall not be located adjacent to the intersection of two or more arterial streets.*
8. *The property shall have at least one boundary line that is adjacent to other property that is zoned I-1 Light Industrial or I-2 Heavy Industrial.*
9. *Such use shall not include storage of explosives or hazardous materials and shall be in accordance with the intent, purpose and spirit of this ordinance and the Comprehensive Development Plan of La Vista, Nebraska.*

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

5.10.03.22

*Event center, provided:*

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

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

5.10.03.23

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

5.10.03.24

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

#### **5.10.04 Permitted Accessory Uses:**

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

#### **5.10.05 Permitted Temporary Uses**

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

- 5.10.05.01 Temporary greenhouses.
- 5.10.05.02 Temporary structures as needed for sidewalk and other outdoor sales events.
- 5.10.05.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.

5.10.05.04 Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*

5.10.05.05 Temporary structure for festivals or commercial events.

**5.10.06 Height and Lot Requirements:**

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

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

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

**5.10.07 Use Limitations:**

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

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

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

## **Section 5.11 C-2 General Commercial District**

**5.11.01 Intent:** The General Commercial District is intended to establish standards that will foster and maintain an area within the district boundaries that will benefit the retail trade, business, cultural, and social activities of the entire community. In addition, this district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

### **5.11.02 Permitted Uses:**

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

5.11.02.02 Child care center.

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

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

5.11.02.05 Museum, art gallery.

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

1. Apparel shop.
2. Appliance store.
3. Antique store.
4. Automobile parts and supply store.
5. Bakery shop (retail).
6. Barber and Beauty shop.
7. Bicycle shop.
8. Book store, not including uses defined in Adult Establishment.
9. Brew-on premises store.
10. Camera store.
11. Communication services.
12. Computer store.
13. Confectionery.
14. Dairy products sales.
15. Drug store.
16. Dry cleaning and laundry pickup.
17. Exercise, fitness and tanning spa, not including uses defined in Adult Establishment.
18. Floral shop.
19. Mortuary.
20. Food Sales (Limited).
21. Food Sales (General).
22. Furniture store or showroom.
23. Gift and curio shop.
24. Gunsmith.
25. Hardware store.
26. Hobby, craft, toy store.
27. Jewelry store.
28. Liquor store.
29. Locksmith.
30. Meat market, retail.
31. Music retail store.
32. Music studio.
33. Newsstands, not including uses defined in Adult Establishment.
34. Paint store.
35. Photographer.
36. Picture framing shop.
37. Reservation center.
38. Restaurants, cafes and fast food establishment.

- 39. Second hand stores.
- 40. Shoe store.
- 41. Sporting goods.
- 42. Stamp and coin stores.
- 43. Tailors and dressmakers.
- 44. Tanning salon.
- 45. Travel agencies.
- 46. Video store, not including uses defined in Adult Establishment.
- 47. Social club and fraternal organizations, not including uses defined in Adult Establishment.
- 48. Telephone exchange.
- 49. Telephone answering service.
- 50. Theater, indoor, not including uses defined in Adult Establishment.
- 51. Public overhead and underground local distribution utilities.
- 52. *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*
- 53. *Tutoring and Exam Preparation Services (Ordinance No. 1341, 2-5-19)*
- 54. *Personal Services, not including uses defined in Adult Establishment.*

#### **5.11.03 Permitted Conditional Uses:**

- 5.11.03.01 Recreational establishments.
- 5.11.03.02 Variety store, not including uses defined in Adult Establishment
- 5.11.03.03 Amusement arcades.
- 5.11.03.04 Bowling center.
- 5.11.03.05 Brew Pubs.
- 5.11.03.06 Microbreweries when in conjunction with a restaurant.
- 5.11.03.07 Coffee Kiosks.
- 5.11.03.08 Automated Teller Machines when not within the interior of a primary use.
- 5.11.03.09 Business or trade school.
- 5.11.03.10 Garden supply and retail garden center.
- 5.11.03.11 Commercial greenhouse.
- 5.11.03.12 Mail order services.
- 5.11.03.13 Pinball or video games business.
- 5.11.03.14 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.11.03.15 Totally enclosed, automated and conveyor-style car washes.
- 5.11.03.16 Convenience store with limited fuel sales.
- 5.11.03.17 Residences in conjunction with the principal use when located above the ground floor.
- 5.11.03.18 Churches, temples, seminaries, and convents including residences for teachers and pastors.
- 5.11.03.19 Car wash.
- 5.11.03.20 Retail building material sales; provided that the following minimum standards are present:
  - 1. All lumber shall be enclosed with the primary structure.
  - 2. All year-round landscaping materials shall be enclosed within the primary structure.
  - 3. All outdoor storage shall be temporary and shall comply with the provisions for Temporary Uses, as per this Ordinance.
- 5.11.03.21 Service station with minor automobile repair services.
- 5.11.03.22 Tire store and minor automobile repair service.
- 5.11.03.23 *Animal Specialty Services with or without overnight boarding of animals and outdoor exercise areas. (Ordinance No. 1254, 6-16-15)*
- 5.11.03.24 *Pet Shop. (Ordinance No. 1254, 6-16-15)*

#### **5.11.04 Permitted Temporary Uses**

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. *All platted lots or tracts of land may have a maximum number of four (4)*

*temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter. (Ordinance No. 998, 7-18-06)*

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

Temporary structure for festivals or commercial events.

## **Section 5.12 C-3 Highway Commercial / Office Park District**

**5.12.01 Intent:** The Highway Commercial / Office Park District is intended for large scale commercial and office park development. In addition, this district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

### **5.12.02 Permitted Uses:**

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

5.12.02.02 Museum, art gallery.

5.12.02.03 Entertainment Venue, indoor, not including uses defined in Adult Establishment. (Ordinance No. 1219, 7-15-14)

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

1. Book store, not including uses defined in Adult Establishment.
2. Brew-on premises store.
3. Dry cleaning and laundry pickup.
4. Floral shop.
5. Gift and curio shop.
6. Jewelry store.
7. Reservation center.
8. Restaurants, cafes and fast food establishment.
9. Travel agencies.
10. Office Park developments.
11. Video store, not including uses defined in Adult Establishment.
12. Meeting Halls not including Adult Establishments.
13. Theater, indoor, not including uses defined in Adult Establishment. (Ordinance No. 1219, 7-15-14)
14. Coffee kiosks. (Ordinance No. 1219, 7-15-14)
15. Department stores. (Ordinance No. 1219, 7-15-14)
16. Retail trade centers. (Ordinance No. 1219, 7-15-14)
17. Shopping centers. (Ordinance No. 1219, 7-15-14)
18. Commercial strip shopping center. (Ordinance No. 1219, 7-15-14)
19. Tutoring and Exam Preparation Services (Ordinance No. 1341, 2-5-19)
- 20. Personal Services, not including uses defined in Adult Establishment.**

5.12.02.04 *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*

### **5.12.03 Permitted Conditional Uses:**

5.12.03.01 Automobile display, sales, service, and repair.

5.12.03.02 Brew Pubs.

5.12.03.03 Microbreweries when in conjunction with a restaurant.

5.12.03.04 Entertainment Venue, indoor, but which may include outdoor events, not including uses defined in Adult Establishment. (Ordinance No. 1219, 7-15-14)

5.12.03.05 Automated Teller Machines when not within the interior of a primary use.

5.12.03.06 Tavern and cocktail lounge, not including uses defined in Adult Establishment.

5.12.03.07 Convenience store with limited fuel sales.

5.12.03.08 Churches and temples.

5.12.03.09 Hotels, including restaurants, convention and meeting facilities and other related uses, not including uses defined in Adult Establishment.

5.12.03.10 Outlet Shopping Center.

5.12.03.11 Health Clubs and tanning salon, not including uses defined in Adult Establishment.

5.12.03.12 Health Recreation Facilities, not including uses defined in Adult Establishment.

5.12.03.13 *Child Care Center. (Ordinance No. 1041, 7-17-07)*

5.12.03.14 *Colleges and Universities. (Ordinance No. 1169, 3-6-12)*

#### **5.12.04 Permitted Temporary Uses**

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

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

#### **5.12.05 Permitted Accessory Uses**

- 5.12.05.01 Buildings and uses customarily incidental to the permitted uses.
- 5.12.05.02 Parking as permitted in Section 7.05 through 7.09.
- 5.12.05.03 Signs allowed in Section 7.01 through 7.04.
- 5.12.05.04 Landscaping as required by Section 7.17.

#### **5.12.06 Height and Lot Requirements:**

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

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	-	25' <sup>1</sup>	15'	15'	90' <sup>2</sup>	60%
Permitted Conditional Uses	10,000	-	25' <sup>1</sup>	15'	15'	90' <sup>2</sup>	60%

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

<sup>2</sup> Any building within 100 feet of a residentially zoned district shall not exceed 45 feet in height. (Ordinance No. 1082, 11-18-08)

#### **5.12.07 Use Limitations:**

- 5.12.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.14.04.
- 5.12.07.02 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

## **Section 5.19 MU-CC Mixed Use City Centre District**

**5.19.01 Intent:** The intent of the Mixed-Use Town Centre District (MU-CC) is to:

1. Accommodate mixed use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units and office uses above the ground floor;
2. Buildings can be solely residential provided they are designed in a building-forward environment, with buildings at the street edge or having only shallow front setbacks.
3. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets; and
4. Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction.

**5.19.02 Permitted Uses:**

Uses are allowed in “MU-CC” zoning districts in accordance with the use table of this section.

### **Uses Allowed in the MU-CC Zoning District**

Use Category (Specific Use Type)	MU-CC District
<b>Residential:</b>	
Artist Live/Work Space located above the ground floor	P
Artist Live/Work Space, ground floor	P
Bed & breakfasts	P
Townhouses/condominiums	P
Multi-Family, above ground floor	P
Multi-Family, ground floor	C
Senior living: nursing care, rehab facility & assisted living facility	C
<b>Public and Civic:</b>	
Meeting hall	C
Museum	P
Publicly owned and operated facilities	P
Public services	P
Recreation areas/parks (public)	P
Social club/fraternal organizations	C
Parking Structures or Lots	P
<b>Commercial:</b>	
Antique store	P
Apparel shop	P
Art gallery	P
Attorneys	P
Automated Teller Machines	C
Bakery shop (retail)	P
Banks	P
Barber and beauty shop	P

Bicycle shop	P
Book store, not including uses defined in Adult Establishment.	P
Brew pubs	P
Brew-on premises store	P
Business or trade school	C
Business services	P
Camera store	P
Charitable organizations	C
Child care (center)	P
Coffee kiosks	P
Communication services	C
Computer store	P
Confectionery	P
Credit services	P
Dairy product sales	P
Dance studio	P
Dental office	P
Department store	P
Drug store	P
Dry cleaning & laundry pickup	P
Event center	C
Exercise, fitness & tanning spa	P
Finance/investment services	P
Fireworks stands	T
Floral shop	P
Food sales (general)	P
Food sales (limited)	P
Furniture store or showroom	P
Gift shop	P
Gunsmith	C
Hardware store	P
Health club or recreation facility, not including uses defined in Adult Establishment.	C
Hobby, craft store	P
Home occupations	C
Hotels, including restaurants, convention and meeting facilities and other related uses, not including uses defined in Adult Establishment.	P
Insurance	P
Jewelry store	P
Liquor store	P
Locksmith	P

Mail order services	C
Meat market, retail	C
Medical office	P
Micro-breweries, connected to restaurant	P
Music retail store	P
Music studio	P
Newsstands	P
Office	P
Open-air farmers markets	P
Outdoor display of merchandise	P
Paint store	P
<u>Personal Services, not including uses defined in Adult Establishment.</u>	<u>P</u>
Pet health services	P
Pet shop	C
Photographer	P
Picture framing shop	P
Pinball or video games business	C
Produce stands	P
Real estate offices	P
Recreational establishments	C
Restaurants, café, and fast food	P
Second hand stores	C
Security brokers	P
Shoe store	P
Sporting goods	P
Stamp and coin stores	P
Tailors and dressmakers	P
Tanning salon	P
Tavern and cocktail lounge, not including uses defined in Adult Establishment.	P
Theater, indoor, not including uses defined in Adult Establishment.	P
Title abstracting	P
Toy store	P
Travel agencies	P
Tutoring and Exam Preparation Services	P
Video store, not including uses defined in Adult Establishment.	P

### **Industrial:**

Manufacturing: Artisan (Limited) (hand tools only: e.g., jewelry or ceramics)	C
--	---

**Other:**

Temporary structures (events)	T
Temporary structures (construction)	T

---

P = permitted by right; C = conditional use; T = temporary

**5.19.03 Permitted Accessory Uses**

- 5.19.03.01 Buildings and uses customarily incidental to the permitted uses.
- 5.19.03.02 Urban residential storage as an accessory to a primary residential use.
- 5.19.03.03 Parking as permitted in Section 7.05 through 7.09.
- 5.19.03.04 Signs allowed in Section 7.01 through 7.04.
- 5.19.03.05 Landscaping as required by Section 7.17.

**5.19.04 Setbacks**

- 1. The entire building façade must abut front and street side property lines or be located within 10 feet of such property lines.
- 2. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:
  - a. There shall be a minimum rear setback of twenty (25) feet the full width of the lot;
- 3. No interior side setbacks are required in the MU-CC district, except when MU-CC zoned property abuts R-zoned property, in which case the minimum side setback required in the MU-CC district shall be the same as required for a residential use on the abutting residentially-zoned lot.

**5.19.05 Building Height**

The maximum building height shall be 90 feet.

**5.19.06 Off-Street Parking**

- 1. No off-street parking is required in the MU-CC district.
- 2. If off-street parking is utilized, it shall comply with Sections 7.08-7.09 of this ordinance.
- 3. All parking spaces shall be paved with asphalt, concrete or other approved hard surface.
- 4. The use of shared parking is encouraged.
- 5. Off-street parking spaces should be located to the rear of the main façade of the principal building or otherwise screened to satisfy the screening requirements of the district design standards.

**5.19.10 Circulation and Connectivity**

Uses shall be integrated with the surrounding community, easily accessible, and have a good internal circulation system for a variety of travel options.

- 1. Internal walk connections are required between buildings, and from buildings to all on site facilities, such as parking areas, bicycle facilities, and open space.
- 2. External walk connections are required to provide direct access from all buildings on the site to existing or planned sidewalks, adjacent multi-use trails, parks, and greenways.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 1, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND VARIOUS SECTIONS OF THE LA VISTA MUNICIPAL CODE	◆ RESOLUTION ◆ ORDINANCES RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

Ordinances have been prepared to amend Sections 71.095, 71.096, 71.110, 71.111, 71.113, 71.114 and 71.115 of the La Vista Municipal Code.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The recommended changes are to update sections of Chapter 71: Traffic Regulations. The changes include updating authority of the City Council to be consistent with State Statutes, updating speed limit designations for streets not previously addressed and to set speed limits in La Vista City Centre. The speed limit in La Vista City Centre is 15 mph.

These changes have been reviewed by the City Attorney, City Engineer and City Clerk.

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

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AMENDING AND RENUMBERING LA VISTA MUNICIPAL CODE SECTIONS 71.095, 71.096, 71.097, 71.110, 71.111, 71.113, 71.114 AND 71.115 TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

**SECTION 1.** Section 71.095 **Traffic Lanes** of the La Vista Municipal Code is amended and replaced in its entirety with Section 71.095 **Authority** as follows:

**§ 71.095 ~~TRAFFIC LANES~~AUTHORITY.**

The city council may by resolution, with respect to streets or highways under its jurisdiction and within the reasonable exercise of the police power may:

- (a) Regulate or prohibit stopping, standing, or parking;
- (b) Regulate traffic by means of peace officers or traffic control devices;
- (c) Regulate or prohibit processions or assemblages on the highways;
- (d) Designate highways or streets for use by traffic moving in one direction;
- (e) Establish speed limits for vehicles in public parks;
- (f) Designate any highway as a through highway or designate any intersection as a stop or yield intersection;
- (g) Restrict the use of highways as authorized by applicable statutes;
- (h) Regulate operation of bicycles and require registration and inspection of such, including requirement of a registration fee;
- (i) Regulate operation of electric personal assistive mobility devices;
- (j) Regulate or prohibit the turning of vehicles or specified types of vehicles;
- (k) Alter or establish speed limits authorized in the Nebraska Rules of the Road;
- (l) Designate no-passing zones;
- (m) Prohibit or regulate use of controlled-access highways by any class or kind of traffic except those highways which are a part of the state highway system;
- (n) Prohibit or regulate use of heavily traveled highways by any class or kind of traffic it finds to be incompatible with the normal and safe movement of traffic, except that such regulations shall not be effective on any highway which is part of the state highway system unless authorized by the Department of Transportation;
- (o) Establish minimum speed limits as authorized in the rules;
- (p) Designate hazardous railroad grade crossings as authorized in the rules;
- (q) Designate and regulate traffic on play streets;
- (r) Prohibit pedestrians from crossing a roadway in a business district or any designated highway except in a crosswalk as authorized in the rules;
- (s) Restrict pedestrian crossings at unmarked crosswalks as authorized in the rules;

(t) Regulate persons propelling push carts:

(u) Regulate persons upon skates, coasters, sleds, and other toy vehicles:

(v) Notwithstanding any other provision of law, adopt and enforce an ordinance or resolution prohibiting the use of engine brakes on the National System of Interstate and Defense Highways that has a grade of less than five degrees within its jurisdiction. For purposes of this subdivision, engine brake means a device that converts a power producing engine into a power-absorbing air compressor, resulting in a net energy loss;

(w) Adopt and enforce such temporary or experimental regulations as may be necessary to cover emergencies or special conditions; and

(w) Adopt other traffic regulations except as prohibited by state law or contrary to state law.

No ordinance or regulation enacted under subsection (d), (e), (f), (g), (j), (k), (l), (m), (n), (p), (q) or (s) of this section shall be effective until traffic control devices giving notice of such local traffic regulations are erected upon or at the entrances to such affected highway or part thereof affected as may be most appropriate.

~~The City Council may, by resolution, mark lanes for traffic on street pavements at such places as it may deem advisable.~~

('79 Code, § 5-206)

**Statutory reference:**

*Regulation of highways authorized, see Neb. RS 60-680*

**SECTION 2.** Section 71.096 **One Way Traffic** of the La Vista Municipal Code is eliminated and Section 71.097 is amended and renumbered to Section 71.096 **Truck Routes** to read as follows:

**§ 71.096 ONE WAY TRAFFIC TRUCK ROUTES.**

The City Council may, by resolution, designate certain streets in the city that trucks shall travel upon, and it shall be unlawful for persons operating such trucks to travel on other streets than those designated for trucks, unless to pick up or deliver goods, wares or merchandise, and in that event, the operator of such truck shall return to such truck routes as soon as possible in traveling through or about the city. The City Council shall cause notices to be posted or shall erect signs indicating the streets so designated as truck routes.

('79 Code, § 5-204) Penalty, see § 70.999

**Statutory reference:**

*Municipal authority, see Neb. RS 60-681*

~~The City Council may, by resolution, provide for one-way travel in any street or alley located in the city and shall provide for appropriate signs and markings when said streets have been so designated by resolution.~~

('79 Code, § 5-205)

**SECTION 3.** Section 71.110 of the La Vista Municipal Code is amended to read as follows:

**§ 71.110 GENERALLY.**

No person shall operate a motor vehicle on any street, alley or other place at a rate of speed greater than 25 miles per hour, unless otherwise posted, specified by the Code, or permitted by ordinance, within a residential district and 20 miles per hour within a business district, unless a different rate of speed is specifically permitted by ordinance.

In no instance shall a person drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions. Where a different maximum speed is set by ordinance, appropriate signs shall be posted.

('79 Code, § 5-405) Penalty, see § 70.999

**Statutory reference:**

*Basic speed rule, see Neb. RS 60-6,185*  
*General speed limit, see Neb. RS 60-6,186*  
*State and local authority, see Neb. RS 60-6,190*

**SECTION 3.** Section 71.111 of the La Vista Municipal Code is amended to read as follows:

**§ 71.111 EXCEPTIONS.**

(A) The driver of an emergency vehicle, except wreckers towing disabled vehicles and highway maintenance vehicles and equipment, may as set forth in § 71.108 and Neb. RS 60-6,114 exceed the maximum speed limits set forth in § 71.110, so long as he or she does not endanger life, limb, or property.  
(Neb. RS 60-6,114) (79 Code, § 5-409)

(B) The following are specific exceptions to the general speed limits within the city set forth in § 71.110 above:

(1) *Highway N-85 (also known as 84th Street) 84<sup>th</sup> Street between Giles Road and Harrison Street.* Except during school hours, no person shall operate a motor vehicle at a speed greater than 45 miles per hour on ~~the section of Highway N85 (also known as 84th Street) situated between the northerly and southerly corporate limits of 84th Street between Giles Road and Harrison Street in the city, provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.~~ During school hours, no person shall operate a motor vehicle at a speed greater than 40 miles per hour in designated school zones on this section of ~~Highway N-85~~ ~~84<sup>th</sup> Street~~.

(2) *72nd Street between Giles Road and Harrison Street.* Except during school hours, no person shall operate a motor vehicle at a speed greater than 35 miles per hour on 72nd Street ~~between Giles Road and Harrison Street~~ in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed. During school hours, no person shall operate a motor vehicle at a speed greater than 15 miles per hour in designated school zones on this section of 72nd Street

(3) *North side of Giles Road; from between 66th to and 96th Street.* No person shall operate a motor vehicle at a speed greater than 35 miles per hour on the north half of Giles Road between 66th Street and 96th Street in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 ~~and 71.113~~, said lower speed shall be observed.

(4) *North and south side of Giles Road from between 96th Street to Interstate 80 and Harrison Street.* No person shall operate a motor vehicle at a speed greater than 45 miles per hour on Giles Road between 96th Street and ~~Interstate 80~~ ~~Harrison Street~~ in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 ~~and 71.113~~, said lower speed shall be observed.

(5) *South side of Harrison Street from between 69th Street to and 96th Street, and also between 104<sup>th</sup> Street and Hell Creek.* No person shall operate a motor vehicle at a speed greater than 45 miles per hour on Harrison Street between 69th Street and 96th Street, ~~and also between 104<sup>th</sup> Street and Hell Creek~~ in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 ~~and 71.113~~, said lower speed shall be observed.

(6) *North and south side of Harrison Street from between Hell Creek to Harry*

~~Anderson Boulevard Giles Road~~. No person shall operate a motor vehicle at a speed greater than 45 miles per hour on Harrison Street between Hell Creek and ~~Harry Anderson Boulevard Giles Road~~ in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed.

(7) ~~96th Street from between Harrison Street to and Portal Road~~. No person shall operate a motor vehicle at a speed greater than 45 miles per hour on 96th Street between Harrison Street and Portal Road in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed.

(8) ~~108th Street from between Giles Road north to Chandler Road and Harrison Street~~. No person shall operate a motor vehicle at a speed greater than 40 miles per hour on 108th Street between Giles Road and ~~Chandler Road to the north of Harrison Street in~~ the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed.

(9) ~~Southport East and Southport West subdivisions~~. No person shall operate a motor vehicle at a speed greater than 25 miles per hour on ~~Westport Parkway, Southport Parkway, Port Grace Boulevard and Eastport Parkway, located within the Southport East and West subdivisions~~; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed.

(10) ~~Portal Road from between 96th Street to and 107th Street~~. No person shall operate a motor vehicle at a speed greater than 40 miles per hour on Portal Road between 96th Street and 107th Street in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed.

(11) ~~West Giles Road from between Giles Road to and the BNSF Railroad Crossing~~. No person shall operate a motor vehicle at a speed greater than 45 miles per hour on West Giles Road between Giles Road and the BNSF Railroad Crossing in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed.

(12) ~~114th Street between Giles Road and one-half mile south of Giles Road~~. No person shall operate a motor vehicle at a speed greater than 45 miles per hour on ~~114<sup>th</sup> Street between Giles Road and one-half mile south of Giles Road in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.~~

(13) ~~120th Street between Giles Road and one-half mile south of Giles Road~~. No person shall operate a motor vehicle at a speed greater than 35 miles per hour on ~~120<sup>th</sup> Street between Giles Road and one-half mile south of Giles Road in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.~~

(14) ~~83<sup>rd</sup> Avenue between Main Street and 450 feet south of Main Street~~. No person shall operate a motor vehicle at a speed greater than 15 miles per hour on ~~83<sup>rd</sup>~~

Street between Main Street and 450 feet south of Main Street in the city: provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(15) Main Street between 84<sup>th</sup> Street and City Centre Drive. No person shall operate a motor vehicle at a speed greater than 15 miles per hour on Main Street between 84<sup>th</sup> Street and City Centre Drive in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(16) Barmettler Drive between 84<sup>th</sup> Street and 450 feet east of Main Street. No person shall operate a motor vehicle at a speed greater than 15 miles per hour on Barmettler Drive between 84<sup>th</sup> Street and 450 feet east of Main Street in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(17) City Centre Drive between 84<sup>th</sup> Street and 900 feet east of 84<sup>th</sup> Street. No person shall operate a motor vehicle at a speed greater than 15 miles per hour on City Centre Drive between 84<sup>th</sup> Street and 900 feet east of 84<sup>th</sup> Street in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

('79 Code, § 5-406) (Ord. 85, passed - -; Ord. 135, passed - -; Ord. 174, passed - -; Am. Ord. 304, passed 4-20-82; Am. Ord. 1012, passed 10-17-06; Am. Ord. 1081, passed 11-4-08) Penalty, see § 70.999

**SECTION 4.** Section 71.113 **Street crossings and intersections, curves, steep descents and the like** of the La Vista Municipal Code is eliminated and Section 71.114 is amended and renumbered as 71.113 **Minimum Speed** to read as follows:

**§ 71.113 STREET CROSSINGS AND INTERSECTIONS, CURVES, STEEP DESCENTS AND THE LIKE. MINIMUM SPEED.**

It shall be unlawful for any person unnecessarily to drive at such a slow speed as to impede or block the normal and reasonable movement of traffic.

('79 Code, § 5-410) Penalty, see § 70.999

Any person operating a motor vehicle shall slow upon approaching a crossing at street intersections, highways or alleys, when traversing curves or steep descents or when making any turn from one street to another so as not to traverse such descent, to turn such corner or cross such other street at a speed greater than 15 miles per hour.

('79 Code, § 5-408) Penalty, see § 70.999

**SECTION 5.** Section 71.115 of the La Vista Municipal Code is amended and renumbered as Section 71.114 to read as follows:

**§ 71.115-114 ELECTRONIC DETECTOR.**

(A) Determinations made regarding the speed of any motor vehicle based upon the visual observation of any law enforcement~~peace~~ officer, while being competent for all other purposes, may shall be corroborated by the use of radio microwaves, mechanical, or other electronic speed measurement device. The results of such radio microwave, mechanical, or other electronic speed measurement device may be accepted as competent evidence of the speed of such motor vehicle in any court or legal proceeding when the speed of the vehicle is at issue. Before the city may offer in evidence the results of such radio microwave or other electronic speed measurement for the purpose of establishing the speed of any motor vehicle, the city shall prove the following: , subject to satisfaction of any applicable statutory requirements.

(1) The measuring device was in proper working order at the time of

~~conducting the measurement;~~

~~(2) The measuring device was being operated in such a manner and under such conditions so as to allow a minimum possibility of distortion or outside interference;~~

~~(3) The person operating such device and interpreting such measurement was qualified by training and experience to properly test and operate the device; and~~

~~(4) The operator conducted external tests of accuracy upon the measuring device, within a reasonable time both prior to and subsequent to an arrest being made, and the measuring device was found to be in proper working order.~~

~~(B) The driver of any such motor vehicle may be arrested without a warrant under the authority herein granted if the arresting officer is in uniform or displays his or her badge of authority; provided, that such officer shall have observed the recording of the speed of such motor vehicle by the radio microwaves or other electronic device or had received a radio message from the officer who observed the speed of the motor vehicle recorded by the radio microwaves or other electronic device. In the event of an arrest based on such a message, such radio message must have been dispatched immediately after the speed of the motor vehicle had been recorded and must include a description of the vehicle and the recorded speed.~~

(Neb. RS 60-6,192) ('79 Code, § 5-411)

**SECTION 6. Repeal of Conflicting Ordinances.** All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

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

**SECTION 8. Effective Date.** This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER 2019

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

## CHAPTER 71: TRAFFIC REGULATIONS

### Section

#### *General Regulations*

- 71.001 Willful reckless driving
- 71.002 Reckless driving
- 71.003 Careless driving
- 71.004 Negligent driving
- 71.005 Improper driving
- 71.006 Lesser included offenses
- 71.007 Backing
- 71.008 Unnecessary stopping
- 71.009 Following distance
- 71.010 Following fire apparatus and public works vehicles
- 71.011 Funeral processions
- 71.012 Crowding front seat
- 71.013 Obstructing driver's view
- 71.014 Riding outside vehicle
- 71.015 Clinging to motor vehicles
- 71.016 Driving under the influence of alcohol and/or drugs
- 71.017 Operator qualifications

#### *Pedestrians*

- 71.030 Right-of-way
- 71.031 Overtaking stopped vehicle
- 71.032 Crossing away from crosswalk
- 71.033 Walk on sidewalks
- 71.034 Walking in roadway
- 71.035 Standing in roadway
- 71.036 Due care required
- 71.037 Soliciting rides



*Turning*

- 71.050 Turning generally
- 71.051 Right turn on red
- 71.052 U turns
- 71.053 Hand signals
- 71.054 Caution required

*Right-of-way*

- 71.065 Generally
- 71.066 Driving on right-hand side of street
- 71.067 Overtaking vehicle
- 71.068 Limitation of driving on left side of street
- 71.069 Following too closely
- 71.070 Emergency vehicles

*Passing*

- 71.080 Intersection
- 71.081 Hindrance
- 71.082 Driving abreast

*Street Regulation*

- ~~71.095 Traffic lanes~~
- 71.095 Authority
- 71.096 Truck routes

*Speed Limits*

- 71.110 Generally
- 71.111 Exceptions
- 71.112 Near schools
- ~~71.113 Street crossings and intersections, curves, steep descents and the like~~
- 71.113 Minimum speed
- 71.114 Electronic detector

### ***School Crossing Zones***

71.125 Authority to designate

***GENERAL PROVISIONS*****§ 71.001 WILLFUL RECKLESS DRIVING.**

Any person who drives a motor vehicle in such a manner as to indicate a willful disregard for the safety of persons or property shall be deemed to be guilty of willful, reckless driving and shall be punished as provided by statute.

(‘79 Code, § 5-413)

***Statutory reference:***

*Definition, see Neb. RS 60-6,212*

*Misdemeanor classification, see Neb. RS 60-6,215*

*Point system, see Neb. RS 60-4,182*

**§ 71.002 RECKLESS DRIVING.**

Any person who drives a motor vehicle in such a manner as to indicate an indifferent or wanton disregard for the safety of persons or property shall be deemed to be guilty of reckless driving and as such shall be punished as provided by statute.

(‘79 Code, § 5-412) Penalty, see § 70.999

***Statutory reference:***

*Definition, see Neb. RS 60-6,212*

*Misdemeanor classification, see Neb. RS 60-6,215*

*Point system, see Neb. RS 60-4,182*

**§ 71.003 CARELESS DRIVING.**

Any person who drives any motor vehicle in this city carelessly or without due caution so as to endanger a person or property shall be guilty of careless driving.

(‘79 Code, § 5-414) (Am. Ord. 262, passed 12-4-79) Penalty, see § 70.999

***Statutory reference:***

*Similar provisions, see Neb. RS 60-6,212*

**§ 71.004 NEGLIGENT DRIVING.**

Any person who operates a motor vehicle in such a manner as to indicate a want of ordinary care and caution that a person of ordinary prudence would use under like circumstances shall be deemed guilty of negligent driving.

(‘79 Code, § 5-415) Penalty, see § 70.999

**Statutory reference:**

*State point system, see Neb. RS 60-4,182*

**§ 71.005 IMPROPER DRIVING.**

Any person who shall operate a motor vehicle upon any street of the city in an improper and unreasonable manner without regard for the rules of the road or so as to endanger the property of others shall be deemed guilty of improper driving.

(‘79 Code, § 5-416) Penalty, see § 70.999

**§ 71.006 LESSER INCLUDED OFFENSES.**

Any person charged with operating a vehicle in a reckless manner under §§ 71.001 or 71.002 may be convicted under said charge of operating a vehicle in a careless manner under § 71.003 or in a negligent manner under § 71.004 or in an improper manner under § 71.005 which offenses shall be included within the offense of operation of a motor vehicle in a reckless manner as lesser offenses. The offenses of negligent driving under § 71.004 and improper driving under § 71.005 shall be lesser offenses, included within the offense of careless driving and the offense of improper driving under this shall be a lesser offense included within the offense of negligent driving.

(‘79 Code, § 5-417) Penalty, see § 70.999

**§ 71.007 BACKING.**

Before backing, ample warning shall be given, and, while backing, unceasing vigilance must be exercised not to injure those behind or interfere with other traffic. The driver of a parked vehicle about to back shall give moving vehicles the right-of-way.

(‘79 Code, § 5-418) Penalty, see § 70.999

*Statutory reference:*

*Similar provisions, see Neb. RS 60-6,169*

**§ 71.008 UNNECESSARY STOPPING.**

It shall be unlawful for any person to stop any vehicle on any public street or alley, other than in permitted parking areas, except when such a stop is necessary for emergency situations, to comply with traffic-control devices and regulations, or the directions of a peace officer, or to yield the right-of-way to pedestrians or to other vehicles.

(‘79 Code, § 5-419) Penalty, see § 70.999

**Statutory reference:**

*Regulation of highways authorized, see Neb. RS 60-680*

*Stops prohibited by statute, see Neb. RS 60-6,166*

**§ 71.009 FOLLOWING DISTANCE.**

The operator of a vehicle shall not follow another vehicle more closely than is reasonable and prudent having due regard for the speed of the vehicles and the traffic and condition of the street.

(Neb. RS 60-6,140(1)) ('79 Code, § 5-423) Penalty, see § 70.999

**§ 71.010 FOLLOWING FIRE APPARATUS AND PUBLIC WORKS VEHICLES.**

The driver of any vehicle:

(A) Shall not follow, closer than 500 feet, any fire apparatus traveling in response to a fire alarm or drive into or park such vehicle within the block where the fire apparatus has stopped in answer to a fire alarm; and

(B) Except when overtaking and passing any other vehicle, shall not follow any public works vehicle more closely than 100 feet when traveling upon a roadway outside of a business or residential district if:

(1) Such public works vehicle is engaged in plowing snow, removing deposited material from the surface of the road or spreading salt, sand or other material upon the surface of the road or is in motion on or near the traveled portion of a road performing other maintenance duties; and

(2) Such public works vehicle is displaying a flashing amber or white light.

(Neb. RS 60-6,140 and 60-6,183) ('79 Code, § 5-424) (Am. Ord. 674, passed 7-1-97) Penalty, see § 70.999

**§ 71.011 FUNERAL PROCESSIONS.**

No vehicle, except police vehicles and Fire Department vehicles, responding to emergency calls or orders in their several departments, ambulances responding to emergency calls or vehicles carrying United States mails shall be driven through a funeral procession or cortege, except with the permission of a police officer.

('79 Code, § 5-425) Penalty, see § 70.999

***Statutory reference:***

*Authority, see Neb. RS 60-680(1)(c)*

*Restrictions on following vehicles, see Neb. RS 60-6,140*

**§ 71.012 CROWDING FRONT SEAT.**

No person shall drive a motor vehicle when it is so loaded, or there is in the front seat such a number of persons exceeding three, or there is a package, pet, other person, or other encumbrance in the vehicle, such as to obstruct the view of the driver to the front or sides of the vehicle or to interfere with the driver's control over the vehicle.

(‘79 Code, § 5-426) Penalty, see § 70.999

*Statutory reference:*

*Similar provisions, see Neb. RS 60-6,179*

**§ 71.013 OBSTRUCTING DRIVER'S VIEW.**

(A) No person shall drive a motor vehicle, other than a motorcycle, on a highway when the motor vehicle is so constructed or loaded as to prevent the driver from obtaining a view of the highway to the rear by looking backward from the driver's position unless such vehicle is equipped with a right-side and a left-side outside mirror so located as to reflect to the driver a view of the highway for a distance of at least 200 feet to the rear of the vehicle. Temporary outside mirrors and attachments used when towing a vehicle shall be removed from the motor vehicle or retracted within the outside dimensions thereof when it is operated upon the highway without such trailer.

(Neb. RS 60-6,254)

(B) It shall be unlawful for any person to drive any vehicle upon a highway with any sign, poster, or other nontransparent material upon the front windshield, side wing vents, or side or rear windows of the motor vehicle other than a certificate or other paper required to be so displayed by law. The front windshield, side wing vents, and side or rear windows may have a visor or other shade device which is easily moved aside or removable, is normally used by a motor vehicle operator during daylight hours, and does not impair the driver's field of vision.

(Neb. RS 60-6,255(2))

(C) Every windshield on a motor vehicle, other than a motorcycle, shall be equipped with a device for cleaning rain, snow, or other moisture from the windshield, which device shall be so constructed as to be controlled or operated by the driver of the vehicle.

(Neb. RS 60-6,255(3)) (‘79 Code, § 5-427) Penalty, see § 70.999

## **§ 71.014 RIDING OUTSIDE VEHICLE.**

No person shall permit any other person to ride on the running board, hood, top or fenders of any motor vehicle. Nor shall any person ride on the running board, hood, top or fenders of any motor vehicle.

(‘79 Code, § 5-428) Penalty, see § 70.999

### ***Statutory reference:***

*Regulation of highways authorized, see Neb. RS 60-680*

*Similar provisions, see Neb. RS 60-6,179*

**§ 71.015 CLINGING TO MOTOR VEHICLES.**

No person riding upon any bicycle, coaster, roller skates, roller blades, skate boards, scooters, sled, skis, or toy vehicle shall attach himself, herself or the bicycle, coaster, roller skates, sled, skis or toy vehicle to any vehicle upon a roadway, and it shall be unlawful for the driver of any vehicle to suffer or permit any person riding upon any bicycle, coaster, roller skates, sled, skis or toy vehicle to cling or attach himself, herself or the bicycle to such vehicle driven and operated by him or her.

(‘79 Code, § 5-429) Penalty, see § 70.999

***Statutory reference:***

*Similar provisions, see Neb. RS 60-6,316*

***Cross reference:***

*Bicycles, see Chapter 73*

**§ 71.016 DRIVING UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS.**

(A) It shall be unlawful for any person to operate or be in the actual physical control of any motor vehicle:

- (1) While under the influence of alcoholic liquor or of any drug;
- (2) When such person has a concentration of eight-hundredths of one gram or more by weight of alcohol per 100 milliliters of his or her blood; or
- (3) When such person has a concentration of eight-hundredths of one gram or more by weight of alcohol per 210 liters of his or her breath.

(B) Any person who operates or has in his or her actual physical control a motor vehicle in this state shall be deemed to have given his or her consent to submit to a chemical test or tests of his or her blood, breath or urine for purpose of determining the concentration of alcohol or the presence of drugs in such blood, breath or urine.

(C) Any peace officer who has been duly authorized to make arrests for violations of traffic laws of this state or of ordinances of the city may require any person arrested for any offense arising out of acts alleged to have been committed while the person was driving or was in actual physical control of a motor vehicle while under the influence of alcoholic liquor or drugs to

submit to a chemical test or tests of his or her blood, breath or urine for the purpose of determining the concentration of alcohol or the presence of drugs in such blood, breath or urine when the officer has reasonable grounds to believe that such person was driving or was in the actual physical control of a motor vehicle in the city while under the influence of alcoholic liquor or drugs in violation of this section.

(D) Any peace officer who has been duly authorized to make arrests for violation of traffic laws of the state or of ordinances of the city may require any person who operates or has in his or her actual

physical control a motor vehicle in the city to submit to a preliminary test of his or her breath for alcohol concentration if the officer has reasonable grounds to believe that such person has alcohol in his or her body, has committed a moving traffic violation or has been involved in a traffic accident. Any person who refuses to submit to such preliminary breath test or whose preliminary breath test results indicated an alcohol concentration in violation of division (A) of this section shall be placed under arrest. Any person who refuses to submit to such preliminary breath test shall be guilty of an offense.

(E) Any person arrested as provided in this section may, upon the direction of a peace officer, be required to submit to a chemical test or tests of his or her blood, breath or urine for a determination of the concentration of alcohol or the presence of drugs. If the chemical test discloses the presence of a concentration of alcohol in violation of division (A) of this section, the person shall be subject to the administrative revocation procedures provided in Neb. RS 60-498.01 to 60-498.04, and upon conviction shall be punished as provided in Neb. RS 60-6,197.02 to 69-6,197.08. Any person who refuses to submit to such test or tests required pursuant to this section, shall be subject to the administrative revocation procedures provided in Neb. RS 60-498.01 to 60-498.04, and shall be guilty of a crime and, upon conviction, punished as provided in Neb. RS 60-6,197.02 to 60-6,197.08.

(F) Upon the conviction of any person for the violation of this section, there shall be assessed as part of the court costs the fee charged by any physician or any agency administering tests pursuant to a permit issued in accordance with Neb. RS 60-6,201, for the test administered and the analysis thereof if such test was actually made.

(Neb. RS 60-6,196, 60-6,197, 60-6,203) ('79 Code, § 5-511) (Am. Ord. 1034, passed 5-1-07

***Statutory reference:***

*Statutory penalties, see Neb. RS 60-6,196 et seq.*

## **§ 71.017 OPERATOR QUALIFICATIONS.**

No person shall operate a motor vehicle upon any streets of this city who is subject to any physical handicap or impairment of sight, hearing, reflex or dexterity which limits or impairs his or her ability to operate such vehicle with safety.

('79 Code, § 5-510) Penalty, see § 70.999

## ***PEDESTRIANS***

### **§ 71.030 RIGHT-OF-WAY.**

The driver of any vehicle shall yield the right-of-way to a pedestrian crossing the street within any marked crosswalk or within any unmarked crosswalk at the end of a block, except at intersections where the movement of traffic is being regulated by the Chief of Police or other authorized police officers or officials.

(‘79 Code, § 5-301) Penalty, see § 70.999

2008 S-6

**Traffic Regulations**

31

### **§ 71.031 OVERTAKING STOPPED VEHICLE.**

Whenever any vehicle has been stopped at a marked crosswalk or at any intersection to permit a pedestrian to cross the street it shall be unlawful for the driver of any other vehicle approaching from the rear to overtake and pass such stopped vehicle.

(‘79 Code, § 5-302) Penalty, see § 70.999

### **§ 71.032 CROSSING AWAY FROM CROSSWALK.**

Every pedestrian crossing a street at any point other than within a marked or unmarked crosswalk shall yield the right-of-way to vehicles upon the street.

(‘79 Code, § 5-303) Penalty, see § 70.999

### **§ 71.033 WALK ON SIDEWALKS.**

Pedestrians must at all times use the sidewalk when walking between intersections.

(‘79 Code, § 5-304) Penalty, see § 70.999

### **§ 71.034 WALKING IN ROADWAY.**

Pedestrians walking in the roadway when no sidewalk is provided shall walk only on the

shoulder as far as practicable from the edge of the roadway. If no sidewalk or shoulder is provided, pedestrians shall walk as near as practicable to the edge of the roadway and, if on a two-way roadway, shall walk on the left side of the roadway, facing the oncoming traffic.  
(‘79 Code, § 5-305) Penalty, see § 70.999

#### **§ 71.035 STANDING IN ROADWAY.**

Pedestrians must not stand, sit or lie down in the roadway except when making emergency repairs on a vehicle in order to render it operable.  
(‘79 Code, § 5-306) Penalty, see § 70.999

#### **§ 71.036 DUE CARE REQUIRED.**

Notwithstanding the provisions of this section, every driver of a vehicle shall exercise due care to avoid colliding with any pedestrian upon a roadway and shall give warning by sounding the horn when necessary and shall exercise proper precaution upon observing any child or any confused or incapacitated person upon a roadway.

(‘79 Code, § 5-307) Penalty, see § 70.999

**§ 71.037 SOLICITING RIDES.**

No person shall stand in a roadway or in the sidewalk area for the purpose of soliciting a ride, employment, contributions, or business from the occupant of any vehicle.  
(Neb. RS 60-6,157(1)) ('79 Code, § 5-308) Penalty, see § 70.999

***TURNING*****§ 71.050 TURNING GENERALLY.**

- (A) Both the approach for a right turn and a right turn shall be made as close as practicable to the right-hand curb or edge of the roadway.
- (B) The driver of a vehicle intending to turn left at any intersection shall approach the intersection in the extreme left-hand lane lawfully available to traffic moving in the direction of travel of such vehicle and, after entering the intersection, the left turn shall be made so as to leave the intersection, as nearly as practicable, in the extreme left-hand lane lawfully available to traffic moving in such direction upon the roadway being entered. Whenever practicable, the left turn shall be made in that portion of the intersection to the left of the center of the intersection.
- (C) The city, on roads and streets under its jurisdiction, may cause traffic control devices to be placed within or adjacent to intersections and thereby require and direct that a different course from that specified in this section be traveled by vehicles turning at an intersection, and when such devices are so placed, no driver of a vehicle shall turn a vehicle at an intersection other than as directed and required by such devices.

(Neb. RS 60-6,159) ('79 Code, § 5-209) Penalty, see § 70.999

**§ 71.051 RIGHT TURN ON RED.**

Except where a traffic-control device is in place prohibiting a turn, vehicles facing a steady red signal may cautiously enter the intersection to make a right turn after stopping. Such turning vehicle shall yield the right-of-way to pedestrians lawfully within the adjacent crosswalk and to other vehicular traffic lawfully using the intersection. The City Council has the authority to

prohibit turning right on red at any intersection within the city where it deems such a prohibition necessary, provided that those intersections where turning right on red is prohibited shall bear signs to that effect placed and printed in such a manner so as to be conspicuous from a vehicle about to enter the intersection.

(‘79 Code, § 5-203) Penalty, see § 70.999

***Statutory reference:***

*Similar provisions, see Neb. RS 60-6,123*

**§ 71.052 U TURNS.**

No vehicle shall be turned so as to proceed in the opposite direction, except at a street intersection, provided, however, that no vehicle shall be turned so as to proceed in the opposite direction at any intersection (i) that is on a curve, the approach to or crest of a grade or hill, or under any other circumstances where the vehicle is not visible to the driver of any other vehicle approaching from either direction within 500 feet, or (ii) where a sign is posted indicating that U-turns are prohibited.

(Neb. RS 60-6,160) ('79 Code, § 5-207) Penalty, see § 70.999

*Statutory reference:*

*Regulation of highways authorized, see Neb. RS 60-680*

**§ 71.053 HAND SIGNALS.**

A signal of intention to turn right or left shall be given continuously during not less than the last 100 feet traveled by the vehicle before turning. The signals herein required shall be given either by means of the hand and arm or by a signal device of a type approved by the Department of Roads. The hand and arm signals herein required shall be given from the left side of the vehicle in the following manner: stop or decreased speed, hand and arm extended downward; left turn, hand and arm extended horizontally; right turn, hand and arm extended upward. Required signals shall be given by a signal device of a type approved by the Department of Roads under any condition when a hand and arm signal would not be visible for 100 feet to the front and rear of the signaling driver. Any person operating a bicycle may signal a right turn by fully extending the right arm and pointing.

(Neb. RS 60-6,161 through 60-6,163) ('79 Code, § 5-208) Penalty, see § 70.999

**§ 71.054 CAUTION REQUIRED.**

The operator of a vehicle shall, before stopping, turning or changing the course of such vehicle, see that there is sufficient space to make such movement in safety. If any pedestrian might be affected by such movement, the operator shall give a clearly audible signal by sounding the horn, and whenever the operation of any other vehicle may be affected by such movement, the operator shall give some unmistakable signal to the driver of all other vehicles of his or her intention to make such movement.

('79 Code, § 5-210) Penalty, see § 70.999

***Statutory reference:***

*Hand and arm signals, see Neb. RS 60-6,163*

***RIGHT-OF-WAY*****§ 71.065 GENERALLY.**

- (A) When two vehicles approach or enter an intersection at approximately the same time, the driver of the vehicle on the left shall yield the right-of-way to the vehicle on the right when the paths of such vehicles intersect and there is danger of a collision, unless otherwise directed by a peace officer stationed at the intersection.
- (B) The driver of a vehicle intending to turn to the left within an intersection or into an alley, private road or driveway shall yield the right-of-way to any vehicle approaching from the opposite direction which is within the intersection or so close thereto as to constitute an immediate hazard.
- (C) The driver of a vehicle on any street shall yield the right-of-way to a pedestrian crossing such street within any clearly marked crosswalk or at any regular pedestrian crossing at the end of a block where the movement of traffic is being regulated by traffic officers or traffic direction devices. Every pedestrian crossing a street at any point other than a pedestrian crossing, crosswalk or intersection shall yield the right-of-way to vehicles upon the street.
- (D) The driver of a vehicle emerging from or entering an alley, building, private road or driveway shall yield the right-of-way to any pedestrian approaching on any sidewalk.
- (E) The driver of a vehicle entering a city street from a private road or drive shall yield the right-of-way to all vehicles approaching on such streets.
- (F) The driver of a vehicle upon a street shall yield the right-of-way to authorized emergency vehicles when the latter are operated upon official business and the drivers thereof make proper use of visual or audible signals.

(‘79 Code, § 5-211) (Am. Ord. 609, passed 1-17-95) Penalty, see § 70.999

***Statutory reference:***

*Similar provisions, see Neb. RS 60-6,146 through 60-6,154*

**§ 71.066 DRIVING ON RIGHT-HAND SIDE OF STREET.**

(A) The driver in a vehicle shall drive the same upon the right half of the street or roadway, except:

- (1) When overtaking and passing another vehicle proceeding in the same direction under the rules governing such movement;
- (2) When the right half is out of repair or for some reason obstructed, in which case the driver shall yield the right-of-way in accordance with applicable law; or

(3) Upon a roadway restricted to one-way traffic.

(B) When approaching any bridge, underpass or viaduct or when approaching or crossing an intersection of streets, the driver of the vehicle shall at all times keep such vehicle on the right half of the roadway unless such right half is out of repair and for such reasons impassable.  
(‘79 Code, § 5-212) Penalty, see § 70.999

**§ 71.067 OVERTAKING VEHICLE.**

(A) The driver of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left thereof at a safe distance and shall not again drive to the right side of the street until safely clear of such overtaken vehicle.

(B) The driver of an overtaken vehicle shall give way to the right in favor of the overtaking vehicle and shall not increase the speed of his or her vehicle until completely passed by the overtaking vehicle.

(C) The driver of an overtaking vehicle shall give visual signal before passing or attempting to pass another vehicle proceeding in the same direction.  
(‘79 Code, § 5-213) Penalty, see § 70.999

***Statutory reference:***

*Similar provisions, see Neb. RS 60-6,135 and 60-6,136*

**§ 71.068 LIMITATION ON DRIVING ON LEFT SIDE OF STREET.**

A vehicle shall not be driven to the left side of the center line of the highway in overtaking or passing another vehicle proceeding in the same direction, unless such left side is clearly visible and free from oncoming traffic for a sufficient distance to permit such overtaking and passing to be made in safety.  
(‘79 Code, § 5-214) Penalty, see § 70.999

***Statutory reference:***

*Similar provisions, see Neb. RS 60-6,135 and 60-6,136*

## **§ 71.069 FOLLOWING TOO CLOSELY.**

No driver of a vehicle shall follow another vehicle moving in the same direction more closely than is reasonable and prudent, having due regard for the speed of such vehicle, the traffic and condition of the street, nor approach any stopped or parked vehicle from the rear in such a manner as to collide therewith.

(‘79 Code, § 5-215) Penalty, see § 70.999

***Statutory reference:***

*Restrictions on following vehicles, see Neb. RS 60-6,140*

**§ 71.070 EMERGENCY VEHICLES.**

(A) Upon the approach of an authorized emergency vehicle which makes use of proper audible or visual signals:

(1) The driver of any other vehicle shall yield the right-of-way and shall immediately drive to a position parallel to and as close as possible to the right-hand edge or curb of the roadway or to either edge or curb of a one-way roadway, clear of any intersection, and shall stop and remain in such position until the emergency vehicle passes unless otherwise directed by any police officer; and

(2) Any pedestrian using the roadway shall yield the right-of-way until the emergency vehicle passes unless otherwise directed by any peace officer.

(B) This section shall not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons using the highway.

(Neb. RS 60-6,151) ('79 Code, § 5-216) Penalty, see § 70.999

***PASSING*****§ 71.080 INTERSECTION.**

The driver of a vehicle shall not, within 100 feet of the approach of or while traversing a street intersection, overtake and pass another vehicle proceeding in the same direction if such passing requires such overtaking vehicle to drive to the left of the center of the street.

('79 Code, § 5-420) Penalty, see § 70.999

***Statutory reference:***

*Similar provisions, see Neb. RS 60-6,135 and 60-6,136*

**§ 71.081 HINDRANCE.**

The driver of a vehicle about to be overtaken and passed by another vehicle shall not increase the speed of his or her vehicle until completely passed by the overtaking vehicle.

(Neb. RS 60-6,133) ('79 Code, § 5-421) Penalty, see § 70.999

**§ 71.082 DRIVING ABREAST.**

Two or more vehicles shall not be driven abreast except when passing or when traversing a multi-lane or one-way street; provided, motorcycles may be driven no more than two abreast in a single lane.

(‘79 Code, § 5-422) Penalty, see § 70.999

*Statutory reference:*

*Additional requirements, see Neb. RS 60-6,139 and 60-6,308*

**STREET REGULATION****71.095 AUTHORITY**

The city council may by resolution, with respect to streets or highways under its jurisdiction and within the reasonable exercise of the police power may:

- (a) Regulate or prohibit stopping, standing, or parking;
- (b) Regulate traffic by means of peace officers or traffic control devices;
- (c) Regulate or prohibit processions or assemblages on the highways;
- (d) Designate highways or streets for use by traffic moving in one direction;
- (e) Establish speed limits for vehicles in public parks;
- (f) Designate any highway as a through highway or designate any intersection as a stop or yield intersection;
- (g) Restrict the use of highways as authorized by applicable statutes;
- (h) Regulate operation of bicycles and require registration and inspection of such, including requirement of a registration fee;
- (i) Regulate operation of electric personal assistive mobility devices;

- (j) Regulate or prohibit the turning of vehicles or specified types of vehicles;
- (k) Alter or establish speed limits authorized in the Nebraska Rules of the Road;
- (l) Designate no-passing zones;
- (m) Prohibit or regulate use of controlled-access highways by any class or kind of traffic except those highways which are a part of the state highway system;
- (n) Prohibit or regulate use of heavily traveled highways by any class or kind of traffic it finds to be incompatible with the normal and safe movement of traffic, except that such regulations shall not be effective on any highway which is part of the state highway system unless authorized by the Department of Transportation;
- (o) Establish minimum speed limits as authorized in the rules;
- (p) Designate hazardous railroad grade crossings as authorized in the rules;
- (q) Designate and regulate traffic on play streets;
- (r) Prohibit pedestrians from crossing a roadway in a business district or any designated highway except in a crosswalk as authorized in the rules;
- (s) Restrict pedestrian crossings at unmarked crosswalks as authorized in the rules;
- (t) Regulate persons propelling push carts;
- (u) Regulate persons upon skates, coasters, sleds, and other toy vehicles;
- (v) Notwithstanding any other provision of law, adopt and enforce an ordinance or resolution prohibiting the use of engine brakes on the National System of Interstate and Defense Highways that has a grade of less than five degrees within its jurisdiction. For purposes of this subdivision, engine brake means a device that converts a power producing engine into a power-absorbing air compressor, resulting in a net energy loss;
- (w) Adopt and enforce such temporary or experimental regulations as may be necessary to cover emergencies or special conditions; and
- (w) Adopt other traffic regulations except as prohibited by state law or contrary to state law.

No ordinance or regulation enacted under subsection (d), (e), (f), (g), (j), (k), (l), (m), (n), (p), (q) or (s) of this section shall be effective until traffic control devices giving notice of such local traffic regulations are erected upon or at the entrances to such affected highway or part thereof affected as may be most appropriate.

***Statutory reference:***

*Regulation of highways authorized, see Neb. RS 60-680*

**§ 71.096 TRUCK ROUTES.**

The City Council may, by resolution, designate certain streets in the city that trucks shall travel upon, and it shall be unlawful for persons operating such trucks to travel on other streets than those designated for trucks, unless to pick up or deliver goods, wares or merchandise, and in that event, the operator of such truck shall return to such truck routes as soon as possible in traveling through or about the city. The City Council shall cause notices to be posted or shall erect signs indicating the streets so designated as truck routes.

(‘79 Code, § 5-204) Penalty, see § 70.999

***Statutory reference:***

*Municipal authority, see Neb. RS 60-681*

***SPEED LIMITS*****§ 71.110 GENERALLY.**

No person shall operate a motor vehicle on any street, alley or other place at a rate of speed greater than 25 miles per hour, **unless otherwise posted, specified by the Code, or permitted by ordinance.** In no instance shall a person drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions. Where a different maximum speed is set by ordinance, appropriate signs shall be posted.

(‘79 Code, § 5-405) Penalty, see § 70.999

***Statutory reference:***

*Basic speed rule, see Neb. RS 60-6,185*

*General speed limit, see Neb. RS 60-6,186*

*State and local authority, see Neb. RS 60-6,190*

**§ 71.111 EXCEPTIONS.**

(A) The driver of an emergency vehicle, except wreckers towing disabled vehicles and highway maintenance vehicles and equipment, may as set forth in § 71.108 and Neb. RS 60-6,114 exceed the maximum speed limits set forth in § 71.110, so long as he or she does not endanger life, limb, or property.

(Neb. RS 60-6,114) (79 Code, § 5-409)

(B) The following are specific exceptions to the general speed limits within the city set forth in § 71.110 above:

(1) **84<sup>th</sup> Street between Giles Road and Harrison Street.** Except during school hours, no person shall operate a motor vehicle at a speed greater than 45 miles per hour on **84<sup>th</sup> Street between Giles Road and Harrison Street** in the city; **provided, however, in those instances where a lower speed is prescribed by § 71.112**, said lower speed shall be observed.. During school hours, no person shall operate a motor vehicle at a speed greater than 40 miles per hour in designated school zones at designated times on this section of **84<sup>th</sup> Street**.

(2) **72nd Street between Giles Road and Harrison Street.** Except during school hours, no person shall operate a motor vehicle at a speed greater than 35 miles per hour on 72nd Street

**between Giles Road and Harrison Street** in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed. During school hours, no person shall operate a motor vehicle at a speed greater than 15 miles per hour in designated school zones at designated times on this section of 72nd Street

(3) *North side of Giles Road; between 66th and 96th Streets.* No person shall operate a motor vehicle at a speed greater than 35 miles per hour on the north half of Giles Road between 66th Street and 96th Street in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

2008 S-6

### **Traffic Regulations**

39

(4) *Giles Road between 96th Street and Harrison Street.* No person shall operate a motor vehicle at a speed greater than 45 miles per hour on Giles Road between 96th Street and ~~Interstate-80~~ **Harrison Street** in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(5) *South side of Harrison Street between 69th Street and 96th Street, and also between 104<sup>th</sup> Street and Hell Creek.* No person shall operate a motor vehicle at a speed greater than 45 miles per hour on the south side of Harrison Street between 69th Street and 96th Street, **and also between 104<sup>th</sup> Street and Hell Creek** in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(6) *North and south side of Harrison Street between Hell Creek and Giles Road.* No person shall operate a motor vehicle at a speed greater than 45 miles per hour on Harrison Street between Hell Creek and **Giles Road** in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(7) *96th Street between Harrison Street and Portal Road.* No person shall operate a motor vehicle at a speed greater than 45 miles per hour on 96th Street between Harrison Street and Portal Road in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(8) *108th Street between Giles Road and Harrison Street.* No person shall operate a motor vehicle at a speed greater than 40 miles per hour on 108th Street between Giles Road and **Harrison Street** in the city; provided, however, in those instances where a lower speed is

prescribed by § 71.112s, said lower speed shall be observed.

(9) *Portal Road between 96th Street and 107th Street.* No person shall operate a motor vehicle at a speed greater than 40 miles per hour on Portal Road between 96th Street and 107th Street in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(10) *West Giles Road between Giles Road and the BNSF Railroad Crossing.* No person shall operate a motor vehicle at a speed greater than 45 miles per hour on West Giles Road between Giles Road and the BNSF Railroad Crossing in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(11) *114th Street between Giles Road and one-half mile south of Giles Road.* No person shall operate a motor vehicle at a speed greater than 45 miles per hour on 114<sup>th</sup> Street between Giles Road and one-half mile south of Giles Road in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(12) *120th Street between Giles Road and one-half mile south of Giles Road.* No person shall operate a motor vehicle at a speed greater than 35 miles per hour on 120<sup>th</sup> Street between Giles Road and one-half mile south of Giles Road in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(13) *Harry Andersen Avenue between Harrison Street and the county line between Sarpy and Douglas Counties.* No person shall operate a motor vehicle at a speed greater than 45 miles per hour on Harry Andersen Avenue between Harrison Street and the county line between Sarpy and Douglas Counties in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(14) *83<sup>rd</sup> Avenue between Main Street and 450 feet south of Main Street.* No person shall operate a motor vehicle at a speed greater than 15 miles per hour on 83<sup>rd</sup> Street between Main Street and 450 feet south of Main Street in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(15) *Main Street between 84<sup>th</sup> Street and City Centre Drive.* No person shall operate a motor vehicle at a speed greater than 15 miles per hour on Main Street between 84<sup>th</sup> Street and City Centre Drive in the city; provided, however, in those instances where a lower speed is

prescribed by § 71.112, said lower speed shall be observed.

(16) *Barmettler Drive between 84<sup>th</sup> Street and 450 feet east of Main Street.* No person shall operate a motor vehicle at a speed greater than 15 miles per hour on Barmettler Drive between 84<sup>th</sup> Street and 450 feet east of Main Street in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(17) *City Centre Drive between 84<sup>th</sup> Street and 900 feet east of 84<sup>th</sup> Street.* No person shall operate a motor vehicle at a speed greater than 15 miles per hour on City Centre Drive between 84<sup>th</sup> Street and 900 feet east of 84<sup>th</sup> Street in the city; provided, however, in those instances where a lower speed is prescribed by § 71.112, said lower speed shall be observed.

(‘79 Code, § 5-406) (Ord. 85, passed - -; Ord. 135, passed - -; Ord. 174, passed - -; Am. Ord. 304, passed 4-20-82; Am. Ord. 1012, passed 10-17-06; Am. Ord. 1081, passed 11-4-08) Penalty, see § 70.999

## § 71.112 NEAR SCHOOLS.

(A) It shall be unlawful for the driver of any vehicle, when in an area designated as a school crossing zone pursuant to § 71.125, during school recess or while children are going to or leaving school during the opening or closing hours to drive such vehicle at a rate of speed in excess of 15 miles per hour in such school crossing zone, and such driver shall stop at all stop signs located in such school crossing zone, and it shall be unlawful for such driver to make a U-turn at any such stop sign or otherwise within a school crossing zone.

(B) It shall further be unlawful for the driver of any vehicle to overtake and pass another vehicle in any school crossing zone in which the roadway has only one lane of traffic in each direction.

(Neb. RS 60-6,134.01) (‘79 Code, § 5-407) (Am. Ord. 772, passed 4-4-99) Penalty, see § 70.999

### *Statutory reference:*

*State and local authority, see Neb. RS 60-6,190*

### **§ 71.113 MINIMUM SPEED.**

It shall be unlawful for any person unnecessarily to drive at such a slow speed as to impede or block the normal and reasonable movement of traffic.

(‘79 Code, § 5-410) Penalty, see § 70.999

### **§ 71.114 ELECTRONIC DETECTOR.**

Determinations made regarding the speed of any motor vehicle based upon the visual observation of any **peace officer, while being competent for all other purposes, shall be corroborated by the use of a radio microwave, mechanical, or electronic speed measurement device. The results of such radio microwave, mechanical, or electronic speed measurement device may be accepted as competent evidence of the speed of such motor vehicle in any court or legal proceeding when the speed of the vehicle is at issue, subject to satisfaction of any applicable statutory requirements.**

(Neb. RS 60-6,192) (‘79 Code, § 5-411)

2008 S-6

***SCHOOL CROSSING ZONES*****§ 71.125 AUTHORITY TO DESIGNATE.**

The City Council may, by resolution, designate to the public any area of a roadway, other than a freeway, as a school crossing zone, as defined in Neb. RS 60-658.01 through the use of a sign or traffic-control device as specified by the City Council in conformity with the manual on uniform traffic-control devices. Any school crossing zone so designated starts at the location of the first sign or traffic-control device identifying the school crossing zone and continues until a sign or traffic-control device indicates that the school crossing zone has ended.

(Neb. RS 60-658.01) (Am. Ord. 771, passed 4-4-99)

2008 S-6

**La Vista - Traffic Code**

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 1, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR REPLAT – LA VISTA CITY CENTRE REPLAT 3 84 <sup>TH</sup> ST & BARMETTLER DR	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG SENIOR PLANNER

**SYNOPSIS**

Resolutions have been prepared for approval of a replat and subdivision agreement amendment for 9.98 acres located east of the intersection of 84<sup>th</sup> Street and Barmettler Drive, into Lots 1-12 La Vista City Centre Replat 3 for the purpose of redevelopment and dedication of associated right-of-way.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Resolutions have been prepared to consider applications for a replat and subdivision agreement amendment submitted by La Vista City Centre, LLC on behalf of the owners of approximately 9.98 acres currently described as Lots 5-12 La Vista City Centre and Lot 1 La Vista City Centre Replat 1. The property is generally located east of the intersection of 84<sup>th</sup> Street and Barmettler Drive.

The purpose of the requests is to replat the property into 12 lots (Lots 1-12 La Vista City Centre Replat 3) for redevelopment and dedication of the associated right-of-way. A detailed staff report is attached.

The Planning Commission held a meeting on July 18, 2019, and unanimously recommended approval of the replat contingent on the finalization of a subdivision agreement amendment prior to City Council review, as the request is consistent with the Redevelopment Plan, Subdivision Regulations and the Comprehensive Plan, as amended.

## RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOTS 5-12 LA VISTA CITY CENTRE AND LOT 1 LA VISTA CITY CENTRE REPLAT 1, TO BE REPLATTED AS LOTS 1-12 LA VISTA CITY CENTRE REPLAT 3, A SUBDIVISION LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described property applied for approval of a replat for Lots 5-12 La Vista City Centre and Lot 1 La Vista City Centre Replat 1, to be replatted as Lots 1-12 La Vista City Centre Replat 3; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on July 18, 2019, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lots 5-12 La Vista City Centre and Lot 1 La Vista City Centre Replat 1, to be replatted as Lots 1-12 La Vista City Centre Replat 3, a subdivision located in the West Half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located east of the intersection of 84<sup>th</sup> Street and Barmettler Drive, be, and hereby is, approved, subject to adoption and execution of the corresponding Subdivision Agreement amendment presented at this Council meeting.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2019.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO THE SUBDIVISION AGREEMENT FOR LA VISTA CITY CENTRE.

WHEREAS, the City Council did on October 1, 2019, approve of La Vista City Centre Replat 3 subject to certain conditions; and

WHEREAS, the Subdivider, La Vista City Centre, LLC, and Subdivider's successor, City Centre I LLC, as owners of the affected lots agreed to execute an amendment to the original Subdivision Agreement satisfactory in form and content to the City;

NOW THEREFORE, BE IT RESOLVED, that the First Amendment to Subdivision Agreement presented at the October 1, 2019, City Council meeting for the La Vista City Centre Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute the same on behalf of the City, subject to any specified conditions of Council and any revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2019.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



CITY OF LA VISTA  
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PRP 19-0002

FOR HEARING OF: October 1, 2019  
Report Prepared on: September 19, 2019

**I. GENERAL INFORMATION**

**A. APPLICANT:**

La Vista City Centre LLC (on behalf of both property owners)  
222 S. 15<sup>th</sup> Street, Suite 1404S  
Omaha, NE 68102

**B. PROPERTY OWNERS:**

Lots 5, 6, 8, 9, 11, 12 La Vista City Centre and Lot 1 La Vista City Centre Replat 1:

La Vista City Centre LLC  
222 S. 15<sup>th</sup> Street, Suite 1404S  
Omaha, NE 68102

Lot 10 La Vista City Centre

City Centre 1 LLC  
PO BOX 241468  
Omaha, NE 68124

Lot 7 La Vista City Centre:

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

**C. LOCATION:** East of the intersection of 84<sup>th</sup> Street and Barmettler Drive.

**D. LEGAL DESCRIPTION:** Lots 5-12 La Vista City Centre and Lot 1 La Vista City Centre Replat 1

**E. REQUESTED ACTION(S):** Replat for proposed Lots 1-12 La Vista City Centre Replat 3.

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

MU-CC, Mixed Use City Centre District; vacant.

**G. PURPOSE OF REQUEST:**

1. Replat of properties listed in the request into 12 lots for the purpose of redevelopment.
2. Dedication of property for right-of-way.

**H. SIZE OF SITE:** 9.98 Acres

## **II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** The property is vacant. The land is generally flat with a gradual downward slope to the east.

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

1. **North:** La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor Overlay (Overlay District) and a Flood Plan; Open Recreation Space
2. **East:** La Vista City Centre; MU-CC, Mixed Use City Centre District; Mixed Use development.
3. **South:** La Vista City Centre; MU-CC, Mixed Use City Centre District; Mixed Use development.
4. **West:** Brentwood Plaza; C-1 Shopping Center Commercial with a Gateway Corridor Overlay; Strip cent development.

**C. RELEVANT CASE HISTORY:**

1. The final plat for La Vista City Centre was originally approved by City Council on July 19, 2016.

**D. APPLICABLE REGULATIONS:**

1. Section 5.19 of the Zoning Regulations – MU-CC Mixed Use City Centre District
2. Section 3.03 of the Subdivision Regulations – Preliminary Plats

## **III. ANALYSIS**

**A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates the area for mixed uses.

**B. OTHER PLANS:** This site was identified in *A Vision Plan for 84<sup>th</sup> Street* as a mixed use city center. This site has also been designated as blighted and substandard and in need of redevelopment, and identified as the initial redevelopment project in the *84<sup>th</sup> Street Redevelopment Plan*.

**C. TRAFFIC AND ACCESS:**

1. The Replat includes the dedication of:
  - Right-of-way to extend City Centre Drive to 84<sup>th</sup> Street,
  - Additional right-of-way to widen the Barmettler Drive,
  - Right-of-way provide public access to planned public parking facilities on Lots 7 and 12 La Vista City Centre Replat 3.
2. Existing access points are at 84<sup>th</sup> Street and Barmettler Drive, 84<sup>th</sup> Street and Main Street, and an intersection currently under construction at 84<sup>th</sup> Street and City Centre Drive, approximately 275 feet south of the former intersection of 84<sup>th</sup> Street and Summer Drive.

Sidewalk connections into the development from 84<sup>th</sup> Street and through the development will be constructed at the time of development of each respective lot.

3. The City Engineer has concluded that this replat of the existing lots within La Vista City Centre will not have a substantial impact to the determinations made within the original traffic study for the original La Vista City Centre plat.

**D. UTILITIES:**

1. The properties have access to water, sanitary sewer, gas, power and communication utilities.

**IV. REVIEW COMMENTS:**

1. An amendment to Subdivision Agreement to address infrastructure installation and expenditures is attached for consideration in relation to the approval of the Replat.
2. The Parties will execute and deliver such deeds and other documents, instruments, or consideration as appropriate in connection with dedication of right of way or other property conveyances pursuant to La Vista City Centre Replat 3 or any subsequent replats or requirements, subject to satisfaction of any applicable statutory or other legal requirements.
3. Easements have been proposed for access and utilities. The utility easement traversing Lot 12 has been added to accommodate the conduit and service panels.
4. Lot numbering has been revised from the initial draft to the current plan set at the desire of the applicant to match existing lot numbering as much as possible. The staff review letter comments refer to the initial lot numbering scheme. A copy of the initial draft of the final plat has been added after the staff review letter for reference purposes.
5. Based on discussions between the City, Papillion Fire Department, DLR Group, AGA Consulting, and Olsson Associates, the lot width of Lot 7 has been adjusted to meet the schematic design needs for a parking structure on this lot that was prepared in January of 2017.

**V. STAFF RECOMMENDATION – Replat:**

Subject to approval and execution of the Subdivision Agreement amendment, approval of La Vista City Centre Replat as the Replat request is consistent with the Redevelopment Plan, Comprehensive Plan, and the Subdivision Regulations, as amended.

**VI. PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission held a public hearing on July 18, 2019 and unanimously voted to recommend approval of the proposed Replat.

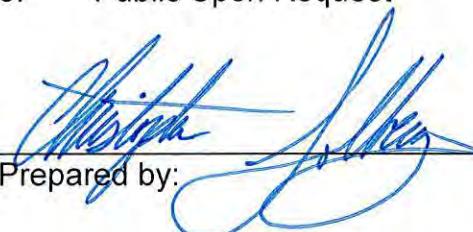
**VII. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Staff Review Letter and Applicant Response Letter
3. Replat Map set
4. Subdivision Agreement

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

1. Eric Williams, Olsson Associates Inc.
2. Chris Erickson, La Vista City Centre, LLC
3. Public Upon Request

Prepared by:

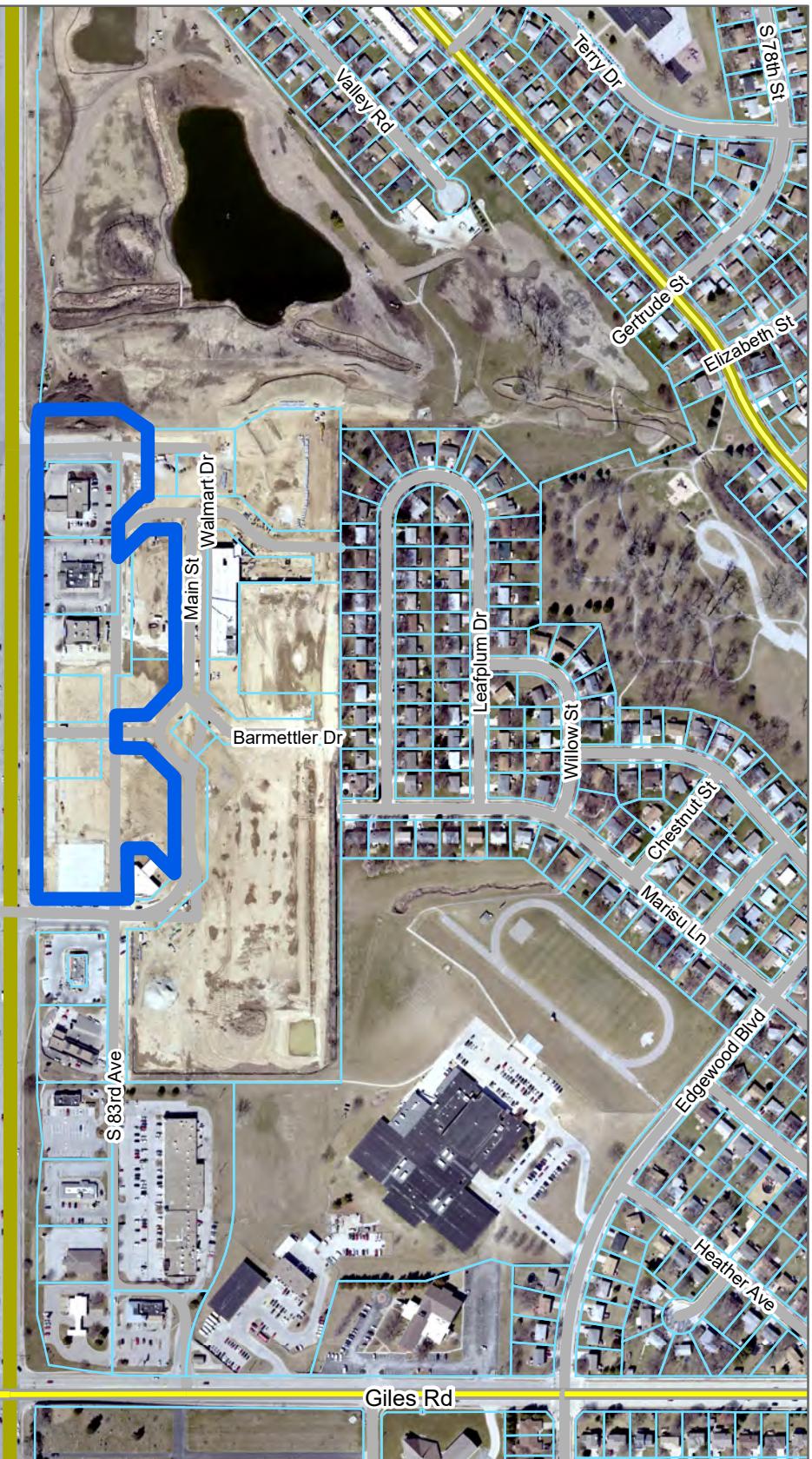


9/24/19

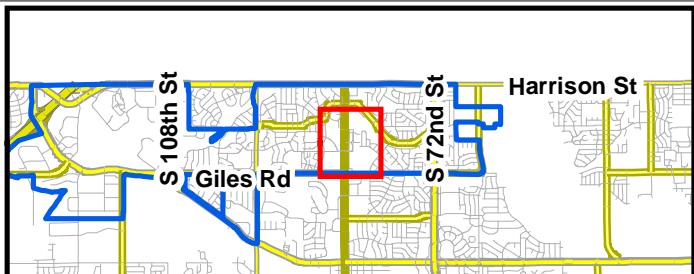
---

Community Development Director

Date



## Project Vicinity Map



## La Vista City Centre Replat 3

6/10/2019





May 22, 2019

Chris Erickson  
La Vista City Centre, LLC  
PO Box 428  
Boys Town NE, 68010

RE: Replat – Initial Review  
La Vista City Centre – Replat 3

Mr. Erickson,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable section of the Subdivision Regulations for the Replat the City has the following comments:

Preliminary Plat Review

1. Article 3.03.07: Provide clarification between existing (or soon to be existing) public sewers and water mains and proposed additional public sewers and water mains. This can be done with line types and should identify additional proposed public sewers and water mains beyond what is currently contracted for Phase 1 public improvements. The sanitary sewer layout shown on Sheet C2.1 is not correct and needs to be corrected to match the public improvement plans. The location of the relocated sanitary outfall sewer north of Lots 1 and 2 should be shown based on the TD2 topographic survey of the "interface" area dated January 31, 2019. If Olsson does not already have a copy of this survey, the City will make arrangements for Olsson to receive it.

2. Article 3.03.09: The proposed lot areas should be identified in square footage and not acres since appraisals and negotiations will need the areas in square feet. Lot 11 as proposed does not comply with the definition of "Lot" per Section 2.13 of the Zoning Regulations or Section 4.15 of the Subdivision Regulations.

Staff recommends converting Lot 11 to a flag lot fronting on Barmettler Drive to resolve this issue.

3. Article 3.03.10: In addition to comment on Article 3.03.07 identify in some manner (illustration or notation) proposed sidewalks to reach Lots 11, 5 and 2.

4. Article 3.03.12: Identify proposed easements for ingress/egress and utilities. Examples include sidewalk over edges of Lots 7 and 8 to reach Lot 5 as well as utility easement in the same area to provide communications to the second parking structure. Also, any easements needed to accommodate street lighting

**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

cables, conduit and service panels (such as over part of Lot 12) need to be addressed. Any blanket ingress/egress easements should be noted.

5. Article 3.03.15: An amendment to Subdivision Agreement will be needed to address infrastructure installation and expenditures prior to City Council consideration of the replat.
6. Article 3.03.19: The parking demands for Lots 9, 11 and 12 need to be identified and checked for quantity of available parking on-site and abutting the lots. This would include the First National Bank parking demands.
7. Article 3.03.20:
  - a. The proposed sanitary sewer layout needs to address how Lots 1, 2, 3, and 8 will access sanitary sewer. The layout shown on C2.1 does not match the public infrastructure plans in some locations.
  - b. A drainage plan is needed that identifies drainage areas and where they will connect to the infrastructure system. This pertains to Lots 1, 2, 5, 7 and 11 for example.
  - c. Information on a PCSMP plan needs to be provided on Sheet C3.1. This would include reference to the current plan for PCSMP No. 20170324-3736P and particularly Note 2 on Exhibit "B". Notations as to which lots will be expected to provide water quality devices in accordance with said Note 2 should be added to Sheet C3.1.

#### Final Plat Review

8. Article 3.05.02: Refer Item 2 above concerning Lot 11. Also, at the southwest corner of Lot 11 there appears to be an erroneous line type indicating a lot line that is believed to be a dimension line to tie down the location of Lot 11 and it is not intended to be a lot line.

There needs to be further discussion on the proposed configuration of Lot 5. A schematic design for a parking structure on this lot was prepared in January of 2017 by the team of DLR Group, AGA Consulting, and Olsson Associates. That schematic design proposed a dimension of 194.08 feet along 84th Street. The current plat proposal is 185.00 feet along 84th Street. This dimension will require some easement rights on adjacent lots for foundations extending past the proposed property line and will require some concurrence from the CBO and Fire Marshall as to fire separation requirements relative to easements versus lot lines. There is also a need for open air easements on lots adjacent to Lot 5 to avoid the parking garage being required to have mechanical ventilation systems.

Staff will be meeting internally to examine the options and requirements for configuration of this lot. A conclusion regarding this issue will be provided after the conclusion of this meeting.

9. Article 3.05.09: Identify the square footage of each lot, not the acreage.

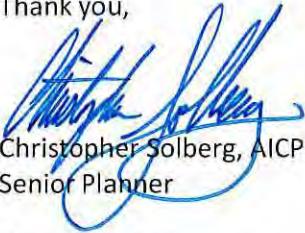
10. Article 3.05.15: In the Surveyor's Certification include a statement of the total acreage in the boundary of the plat.
11. Article 3.05.19: Revise the wording of the Surveyor's Certificate to be consistent with the language in Section I 0.02. The first sentence is missing.
12. Article 3.05.25: An amendment to Subdivision Agreement will be needed to address infrastructure installation and expenditures prior to City Council consideration of the replat.
13. A full metes and bounds description of each piece of property proposed to change hands through this process will need to be provided to allow for the commencement of an appraisal process.

In addition to the comments provided above, additional redline comments have been provided in the attached documents.

Please submit 4 full size copies (along with electronic copies) of the revised documents for final review.

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

Thank you,



Christopher Solberg, AICP  
Senior Planner

Attachment

cc:     John Kottmann, City Engineer  
          Pat Dowse, City Engineer  
          Eric Williams, Olsson Associates



# LA VISTA CITY CENTRE REPLAT THREE

## LOTS 1 THRU 12

LOT 12 OF LA VISTA CITY CENTRE  
IS ALSO IN THE NW 1/4 14-14-12

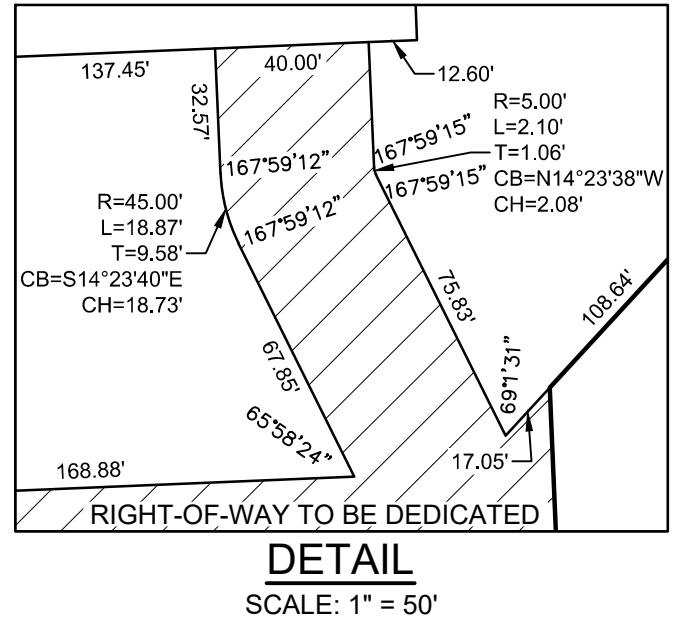
BEING A REPLAT OF LOTS 5 THRU 12, LA VISTA CITY CENTRE AND LOT 1, LA VISTA CITY CENTRE REPLAT 1, BOTH PLATTED  
AND RECORDED SUBDIVISIONS LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST  
QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

USER: dhastings

DWG:

F:\2016\0501-1000\016-0546\40-Design\Survey\SRVY\Sheets\Final Plat\La Vista City Centre Replat Three\c\_FPT\_Replat Three - 60546.dwg

DATE: May 03, 2019 12:00pm



DETAIL  
SCALE: 1" = 50'

### LEGEND

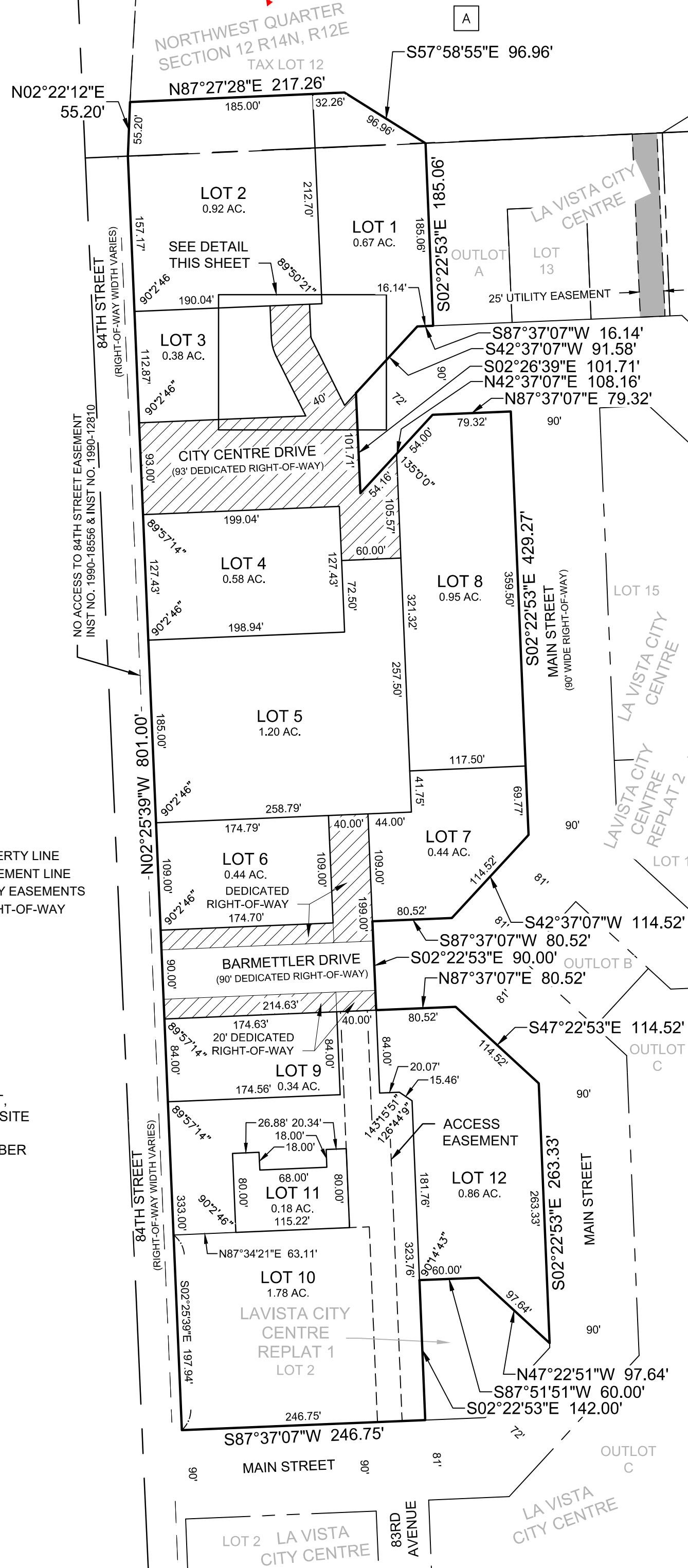
- SECTION LINE
- BOUNDARY LINE
- PROPERTY LINE
- EXISTING PROPERTY LINE
- PROPOSED EASEMENT LINE
- EXISTING UTILITY EASEMENTS
- DEDICATED RIGHT-OF-WAY

### EXISTING EASEMENTS

RECIPROCAL CONSTRUCTION EASEMENT,  
AND CONVEYANCE OF DEMOLITION AND SITE  
PREPARATION RIGHTS AND EASEMENT  
DATED DECEMBER 1, 2016, FILED DECEMBER  
2, 2016 AT INSTRUMENT NO. 2016-31250



0' 50' 100' 200'  
SCALE IN FEET



### OWNER'S CERTIFICATION

I/WE THE UNDERSIGNED LA VISTA CITY CENTRE, LLC OWNER OF THE REAL ESTATE SHOWN AND CHRISTOPHER L. ERICKSON DESCRIBED HEREIN, DO HEREBY CERTIFY THAT I/WE HAVE LAID OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS LA VISTA CITY CENTRE REPLAT THREE. AN ADDITION TO THE CITY OF LA VISTA, NEBRASKA. ALL STREETS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC UNLESS SPECIFICALLY NOTED HEREIN. OTHER PUBLIC LANDS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY RESERVED FOR PUBLIC USE.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOWS:

THERE ARE STRIPS OF GROUND SHOWN OR DESCRIBED ON THIS PLAT AND MARKED EASEMENT, RESERVED FOR THE USE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR CITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

### LA VISTA CITY CENTRE, LLC CHRISTOPHER L. ERICKSON MANAGING MEMBER

### ACKNOWLEDGEMENT OF NOTARY

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

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED CHRISTOPHER L. ERICKSON, KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID LA VISTA CITY CENTRE, LLC.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE MENTIONED.

### NOTARY PUBLIC

### OWNER'S CERTIFICATION

I/WE THE UNDERSIGNED CITY OF LA VISTA, A MUNICIPAL CORPORATION OWNER OF THE REAL ESTATE SHOWN AND CHRISTOPHER L. ERICKSON DESCRIBED HEREIN, DO HEREBY CERTIFY THAT I/WE HAVE LAID OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS LA VISTA CITY CENTRE REPLAT THREE. AN ADDITION TO THE CITY OF LA VISTA, NEBRASKA. ALL STREETS AND ALLEYS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC UNLESS SPECIFICALLY NOTED HEREIN. OTHER PUBLIC LANDS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY RESERVED FOR PUBLIC USE.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOWS:

THERE ARE STRIPS OF GROUND SHOWN OR DESCRIBED ON THIS PLAT AND MARKED EASEMENT, RESERVED FOR THE USE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR CITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

### Douglas Kindig, Mayor

ATTEST: Pam Buethe, City Clerk

### SARPY COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AS APPEARS ON THIS PLAT.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

### SARPY COUNTY TREASURER

### PRINTED NAME

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

### COUNTY SURVEYOR/ENGINEER

### NOTES

- ALL INTERNAL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- NO DIRECT ACCESS SHALL BE PERMITTED ONTO 84TH STREET FROM LOTS 2, 3, 4, 5, 6, 9, AND 10.

### LIEN HOLDER CONSENT

THE UNDERSIGNED HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS LA VISTA CITY CENTRE REPLAT THREE (HEREAFTER "PLAT"), SAID LIEN BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA AS INSTRUMENT NO. 2016-31248 (HEREAFTER "LIEN"), DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHEMENTS OF ACCESS, DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

DUNDEE BANK, A BRANCH OF SECURITY STATE BANK

BY: ADRIAN HERNANDEZ

TITLE: SENIOR VICE PRESIDENT

### ACKNOWLEDGEMENT OF NOTARY

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

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED ADRIAN HERNANDEZ, KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID LA VISTA CITY CENTRE, LLC.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE MENTIONED.

NOTARY PUBLIC

### APPROVAL BY LA VISTA CITY ENGINEER

THE PLAT OF LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12 WAS APPROVED BY THE LA VISTA CITY ENGINEER.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

JOHN KOTTMANN, CITY ENGINEER

### APPROVAL BY LA VISTA CITY PLANNING COMMISSION

THE PLAT OF LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12 WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

### ACCEPTANCE BY LA VISTA CITY COUNCIL

THE PLAT OF LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12 WAS APPROVED AND ACCEPTED BY THE LA VISTA CITY COUNCIL.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

PAM BUETHE, CITY CLERK DOUGLAS KINDIG, MAYOR

### SURVEYOR'S CERTIFICATION

I, TERRY L. ROTHANZL, DO HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS AS NOTED HEREON HAVE BEEN PLACED ON THE BOUNDARY OF THE PLAT AND AT ALL CORNERS, ANGLE POINTS, AND ENDS OF ALL CURVES ON THE BOUNDARY AND ON THE LOTS IN THE SUBDIVISION TO BE KNOWN AS LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12 BEING A REPLAT OF LOTS 5 THRU 12, LA VISTA CITY CENTRE AND LOT 1, LA VISTA CITY CENTRE REPLAT 1, BOTH SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA.

TERRY L. ROTHANZL  
NEBRASKA L.S. 607  
DATE

drawn by: DSH  
checked by: EWVTLR  
approved by: TLR  
QA/QC by: EWVTLR  
project no.: 016-0546  
drawing no.: 04.26.19  
date: 04.26.19

SHEET  
1 of 1

olsson

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

# LA VISTA CITY CENTRE REPLAT THREE

## LOTS 1 THRU 12

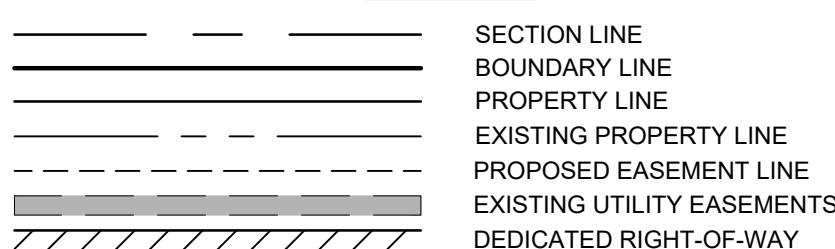
BEING A REPLAT OF LOTS 5 THRU 12, LA VISTA CITY CENTRE AND LOT 1, LA VISTA CITY CENTRE REPLAT 1, BOTH PLATTED AND RECORDED SUBDIVISIONS LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

USER: dhastings

DETAIL

SCALE: 1" = 50'

### LEGEND



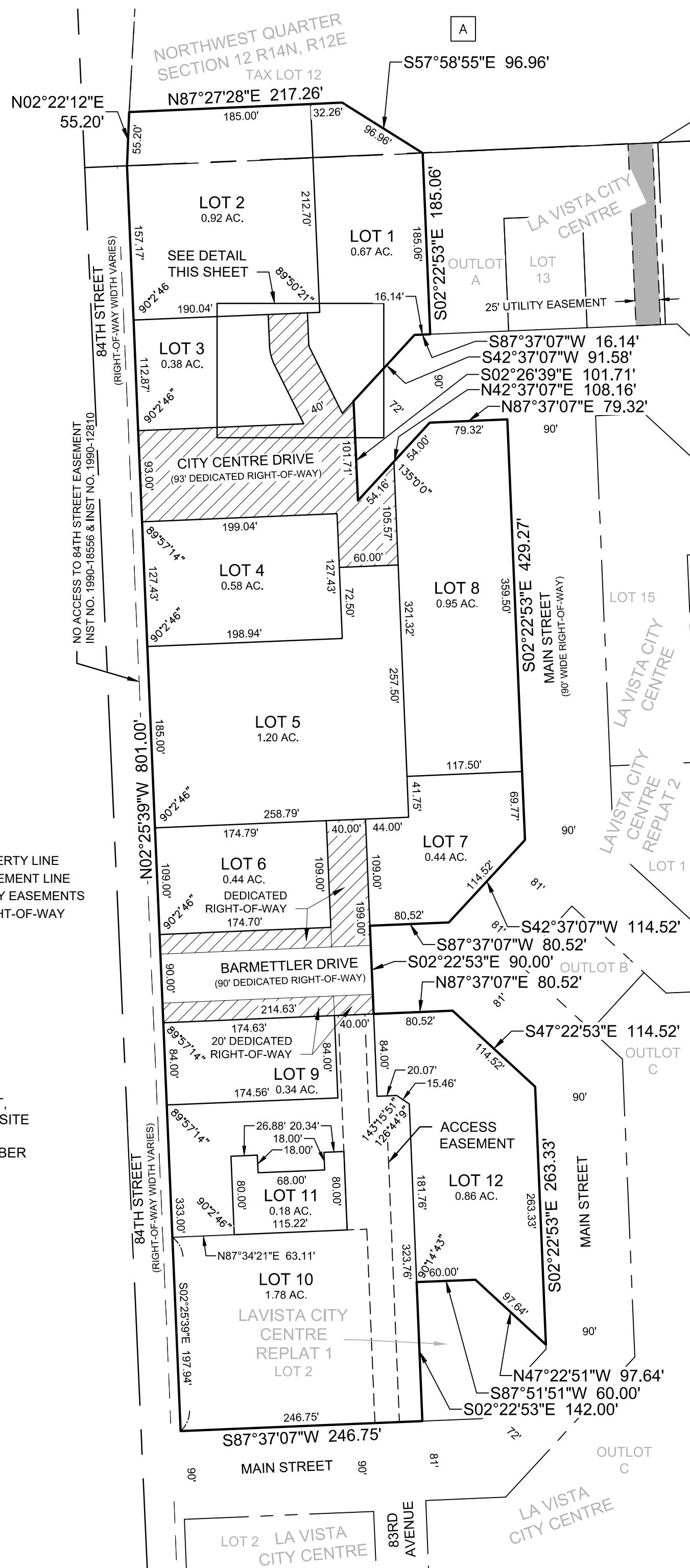
### EXISTING EASEMENTS

RECIPROCAL CONSTRUCTION EASEMENT,  
AND CONVEYANCE OF DEMOLITION AND SITE  
PREPARATION RIGHTS AND EASEMENT  
DATED DECEMBER 1, 2016, FILED DECEMBER  
2, 2016 AT INSTRUMENT NO. 2016-31250



SCALE IN FEET

DWG: F:\2016\0501-1000\016-0546\40-Design\Survey\SRVY\Sheets\Final Plat\La Vista City Centre Replat Three\c\_FPT\_Replat Three.dwg  
DATE: May 03, 2019 12:00pm  
XREFS:



### OWNER'S CERTIFICATION

I/WE THE UNDERSIGNED LA VISTA CITY CENTRE, LLC OWNER OF THE REAL ESTATE SHOWN AND CHRISTOPHER L. ERICKSON DESCRIBED HEREIN, DO HEREBY CERTIFY THAT I/WE HAVE LAID OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS LA VISTA CITY CENTRE REPLAT THREE. AN ADDITION TO THE CITY OF LA VISTA, NEBRASKA. ALL STREETS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC UNLESS SPECIFICALLY NOTED HEREIN. OTHER PUBLIC LANDS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY RESERVED FOR PUBLIC USE.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOWS:

THERE ARE STRIPS OF GROUND SHOWN OR DESCRIBED ON THIS PLAT AND MARKED EASEMENT, RESERVED FOR THE USE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR CITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

LA VISTA CITY CENTRE, LLC  
CHRISTOPHER L. ERICKSON  
MANAGING MEMBER

### ACKNOWLEDGEMENT OF NOTARY

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

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED CHRISTOPHER L. ERICKSON, KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID LA VISTA CITY CENTRE, LLC.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE MENTIONED.

NOTARY PUBLIC

### OWNER'S CERTIFICATION

I/WE THE UNDERSIGNED CITY OF LA VISTA, A MUNICIPAL CORPORATION OWNER OF THE REAL ESTATE SHOWN AND CHRISTOPHER L. ERICKSON DESCRIBED HEREIN, DO HEREBY CERTIFY THAT I/WE HAVE LAID OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS LA VISTA CITY CENTRE REPLAT THREE. AN ADDITION TO THE CITY OF LA VISTA, NEBRASKA. ALL STREETS AND ALLEYS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC UNLESS SPECIFICALLY NOTED HEREIN. OTHER PUBLIC LANDS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY RESERVED FOR PUBLIC USE.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOWS:

THERE ARE STRIPS OF GROUND SHOWN OR DESCRIBED ON THIS PLAT AND MARKED EASEMENT, RESERVED FOR THE USE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR CITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

Douglas Kindig, Mayor

ATTEST: Pam Buethe, City Clerk

### SARPY COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AS APPEARS ON THIS PLAT.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

SARPY COUNTY TREASURER

PRINTED NAME

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

COUNTY SURVEYOR/ENGINEER

### NOTES

- ALL INTERNAL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- NO DIRECT ACCESS SHALL BE PERMITTED ONTO 84TH STREET FROM LOTS 2, 3, 4, 5, 6, 9, AND 10.

### LIEN HOLDER CONSENT

THE UNDERSIGNED HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS LA VISTA CITY CENTRE REPLAT THREE (HEREAFTER "PLAT"), SAID LIEN BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA AS INSTRUMENT NO. 2016-31248 (HEREAFTER "LIEN"), DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHEMENTS OF ACCESS, DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

DUNDEE BANK, A BRANCH OF SECURITY STATE BANK

BY: Adrian Hernandez  
TITLE: SENIOR VICE PRESIDENT

### ACKNOWLEDGEMENT OF NOTARY

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

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED ADRIAN HERNANDEZ, KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID LA VISTA CITY CENTRE, LLC.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE MENTIONED.

NOTARY PUBLIC

### APPROVAL BY LA VISTA CITY ENGINEER

THE PLAT OF LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12 WAS APPROVED BY THE LA VISTA CITY ENGINEER.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

John Kottmann, City Engineer

### APPROVAL BY LA VISTA CITY PLANNING COMMISSION

THE PLAT OF LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12 WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

Chairperson, La Vista Planning Commission

### ACCEPTANCE BY LA VISTA CITY COUNCIL

THE PLAT OF LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12 WAS APPROVED AND ACCEPTED BY THE LA VISTA CITY COUNCIL.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

Pam Buethe, City Clerk Douglas Kindig, Mayor

### SURVEYOR'S CERTIFICATION

I, TERRY L. ROTHANZL, DO HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS AS NOTED HEREON HAVE BEEN PLACED ON THE BOUNDARY OF THE PLAT AND AT ALL CORNERS, ANGLE POINTS, AND ENDS OF ALL CURVES ON THE BOUNDARY AND ON THE LOTS IN THE SUBDIVISION TO BE KNOWN AS LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12 BEING A REPLAT OF LOTS 5 THRU 12, LA VISTA CITY CENTRE AND LOT 1, LA VISTA CITY CENTRE REPLAT 1, BOTH SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA.

Terry L. Rothanzl  
Nebraska L.S. 607  
DATE

drawn by: DSH  
checked by: EWVTLR  
approved by: TLR  
QA/QC by: EWVTLR  
project no.: 016-0546  
drawing no.: 04.26.19  
date: 04.26.19



SHEET  
1 of 1

FINAL PLAT  
LA VISTA CITY CENTRE REPLAT THREE  
LOTS 1 THRU 12  
LA VISTA, NEBRASKA

## **Comment Response: Preliminary Plat-Final Plat Replat 3**

### **Preliminary Plat Review**

1. Article 3.03.07: Provide clarification between existing (or soon to be existing) public sewers and water mains and proposed additional public sewers and water mains. This can be done with line types and should identify additional proposed public sewers and water mains beyond what is currently contracted for Phase 1 public improvements. The sanitary sewer layout shown on Sheet C2.1 is not correct and needs to be corrected to match the public improvement plans. The location of the relocated sanitary outfall sewer north of Lots 1 and 2 should be shown based on the TD2 topographic survey of the "interface" area dated January 31, 2019. If Olsson does not already have a copy of this survey, the City will make arrangements for Olsson to receive it.  
**Response: Sanitary and storm mains for the development have been installed throughout the project and the plans have been updated to reflect what was installed with the public improvements including the stub locations for the lots. The outfall sewer north of the lots have been added and coordinated with TD2 and provided on the plans.**
2. Article 3.03.09: The proposed lot areas should be identified in square footage and not acres since appraisals and negotiations will need the areas in square feet. Lot 11 as proposed does not comply with the definition of "Lot" per Section 2.13 of the Zoning Regulations or Section 4.15 of the Subdivision Regulations.

Staff recommends *converting* Lot 11 to a flag lot *fronting on* Barmettler Drive to resolve this issue.

**Response: Areas have been changed to SF instead of acres. Lot 11 (now Lot 3) has been revised to a flag lot per the meeting with staff.**

3. Article 3.03.10: In addition to comment on Article 3.03.07 identify in some manner (illustration or notation) proposed sidewalks to reach Lots 11, 5 and 2. **Response: Sidewalks are shown as part of the future development configuration. These are subject to change depending on the final lot configurations.**
4. Article 3.03.12: Identify proposed easements for ingress/egress and utilities. Examples include sidewalk over edges of Lots 7 and 8 to reach Lot 5 as well as utility easement in the same area to provide communications to the second parking structure. Also, any easements needed to accommodate street lighting cables, conduit and service panels (such as over part of Lot 12) need to be addressed. Any blanket ingress/egress easements should be noted. **Response: Easements have been provided for access and utilities as well as ROW areas have been provided for the entrance to the garages to accommodate the planned sidewalks for these entries. Utility easement for Lot 12, has been added to accommodate the conduit and service panels.**
5. Article 3.03.15: An amendment to Subdivision Agreement will be needed to address infrastructure installation and expenditures prior to City Council consideration of the replat. **Response: An updated Subdivision Agreement will be provided.**
6. Article 3.03.19: The parking demands for Lots 9, 11 and 12 need to be identified and checked for quantity of available parking on-site and abutting the lots. This would include the First National Bank parking demands. **Response: A parking table has been provided on the plans for the lots.**

7. Article 3.03.20:

- a. The proposed sanitary sewer layout needs to address how Lots 1, 2, 3, and 8 will access sanitary sewer. The layout shown on C2.1 does not match the public infrastructure plans in some locations. **Response: The sanitary layout has been updated to ensure we are matching the public infrastructure layout. The stubs for the lots are shown for the lots.**
- b. A drainage plan is needed that identifies drainage areas and where they will connect to the infrastructure system. This pertains to Lots 1, 2, 5, 7 and 11 for example. **Response: The drainage for these lots are accommodated under the original drainage report for the overall development. Drainage for these lots are accommodated in the storm system running through the development and discharged to the north through the storm system.**
- c. Information on a PCSMP plan needs to be provided on Sheet C3.1. This would include reference to the current plan for PCSMP No. 20170324- 3736P and particularly Note 2 on Exhibit "8". Notations as to which lots will be expected to provide water quality devices in accordance with said Note 2 should be added to Sheet C3.1. **Response: Notes regarding the current PCSMP has been added. Reference to which lots are draining to specific pond and water quality areas per the original drainage report has been added to the plan.**

Final Plat Review

8. Article 3.05.02: Refer Item 2 above concerning Lot 11. Also, at the southwest corner of Lot 11 there appears to be an erroneous line type indicating a lot line that is believed to be a dimension line to tie down the location of Lot 11 and it is not intended to be a lot line.

There needs to be further discussion on the proposed configuration of Lot 5. A schematic design for a parking structure on this lot was prepared in January of 2017 by the team of DLR Group, AGA Consulting, and Olsson Associates. That schematic design proposed a dimension of 194.08 feet along 84th Street. The current plat proposal is 185.00 feet along 84th Street. This dimension will require some easement rights on adjacent lots for foundations extending past the proposed property line and will require some concurrence from the CBO and Fire Marshall as to fire separation requirements relative to easements versus lot lines. There is also a need for open air easements on lots adjacent to Lot 5 to avoid the parking garage being required to have mechanical ventilation systems.

Staff will be meeting internally to examine the options and requirements for configuration of this lot. A conclusion regarding this issue will be provided after the conclusion of this meeting. **Response: This lot has been revised based on coordination with DLR on the proposed parking garage drawings. The Lot (which is now labeled as Lot 7) has been increased in size from 184' to 205' to accommodate the open air/fire requirement along the garage.**

9. Article 3.05.09: Identify the square footage of each lot, not the acreage. **Response: Lot areas have been revised to SF as requested.**

Article 3.05.15: In the Surveyor's Certification include a statement of the total acreage in the boundary of the plat. **Response: This has been added.**

10. Article 3.05.19: Revise the wording of the Surveyor's Certificate to be consistent with the language in Section 1 0.02. The first sentence is missing. **Response: Language has been update as requested**

11. Article 3.05.25: An amendment to Subdivision Agreement will be needed to address infrastructure installation and expenditures prior to City Council consideration of the replat. **Response: A amendment to the agreement will be provided to the City prior to Council**

**consideration**

12. A full metes and bounds description of each piece of property proposed to change hands through this process will need to be provided to allow for the commencement of an appraisal process. **Response: Legals have been provided to the City and Kevin Koreger for coordination.**

# LA VISTA CITY CENTRE REPLAT THREE

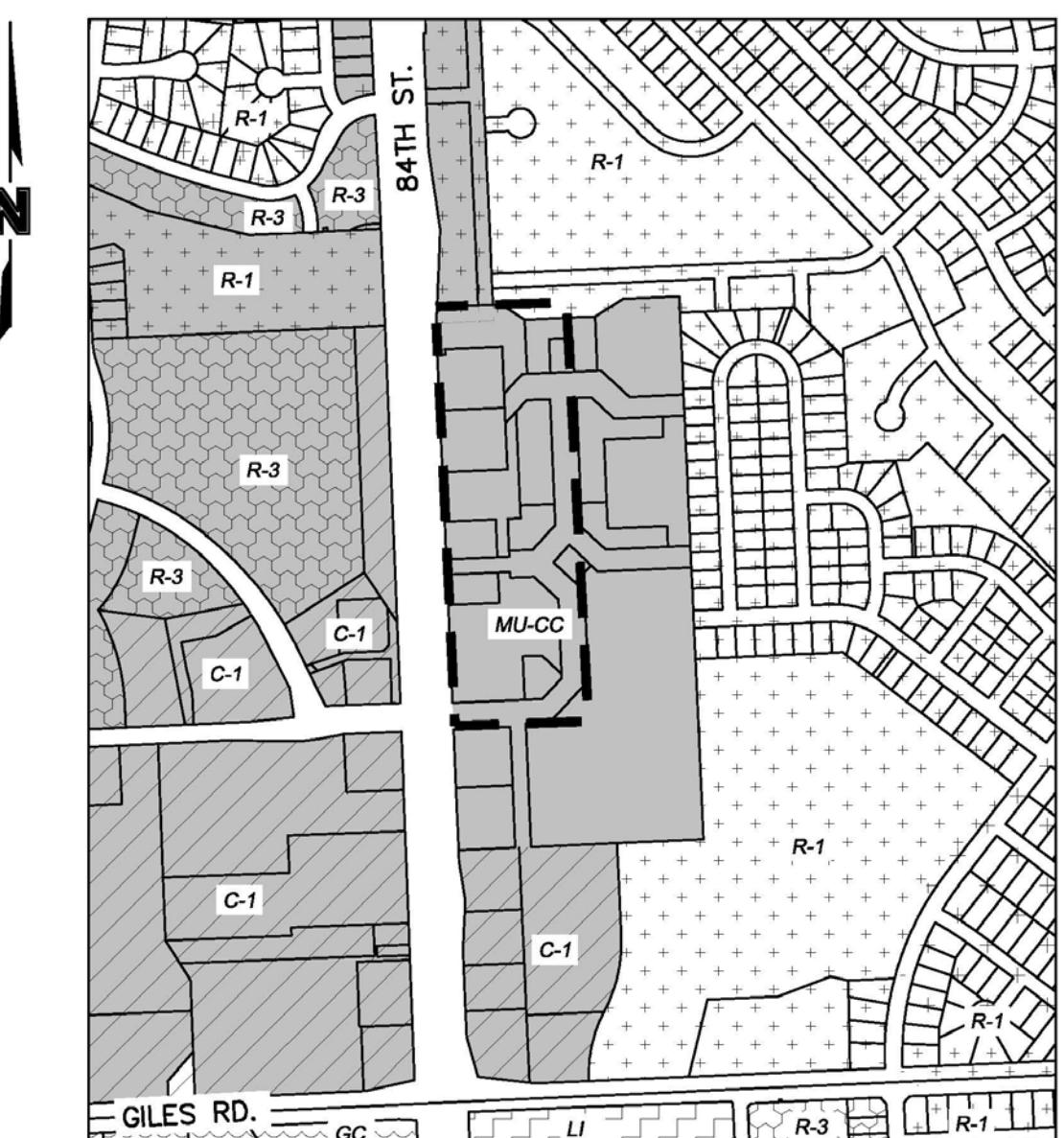
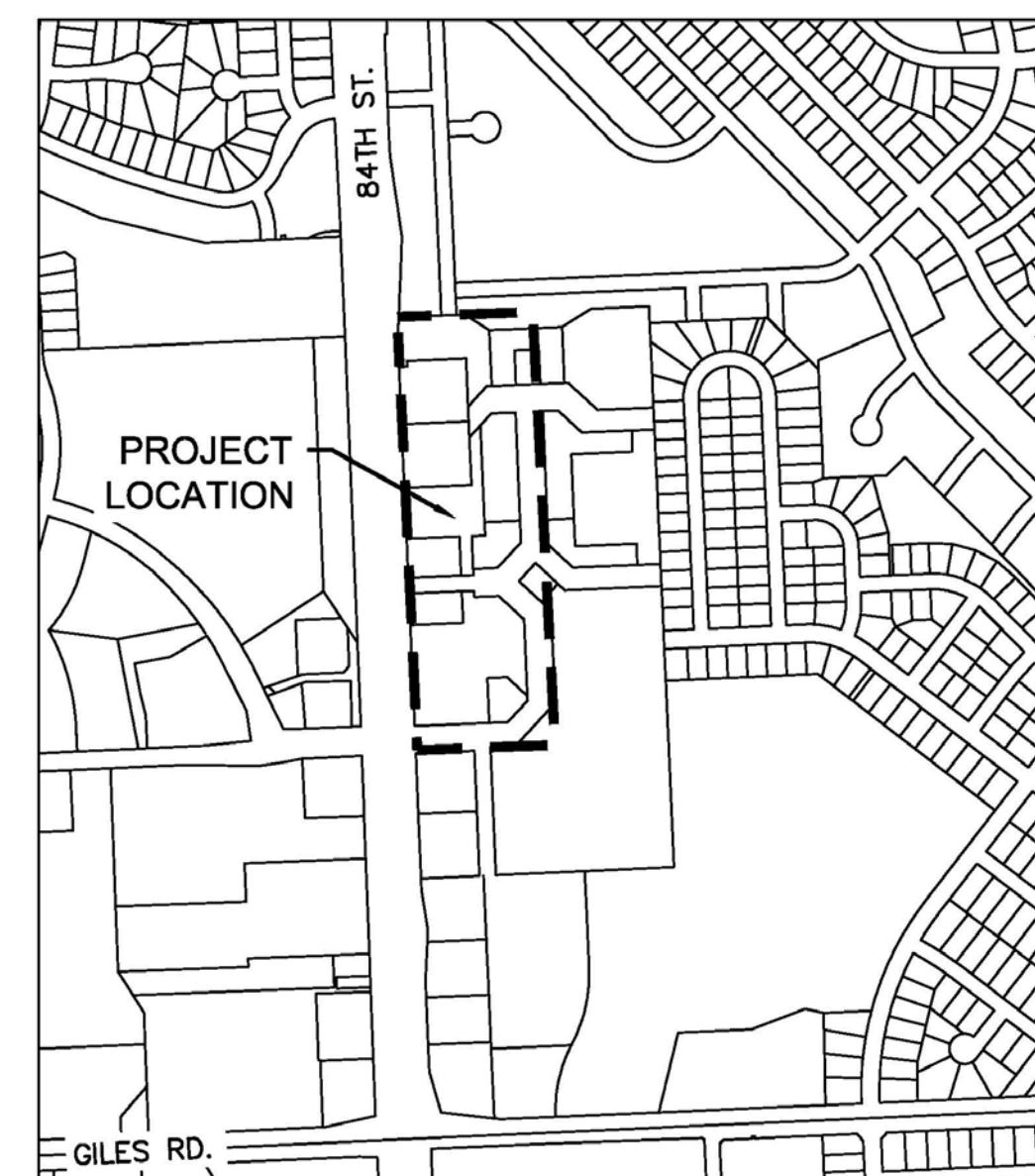
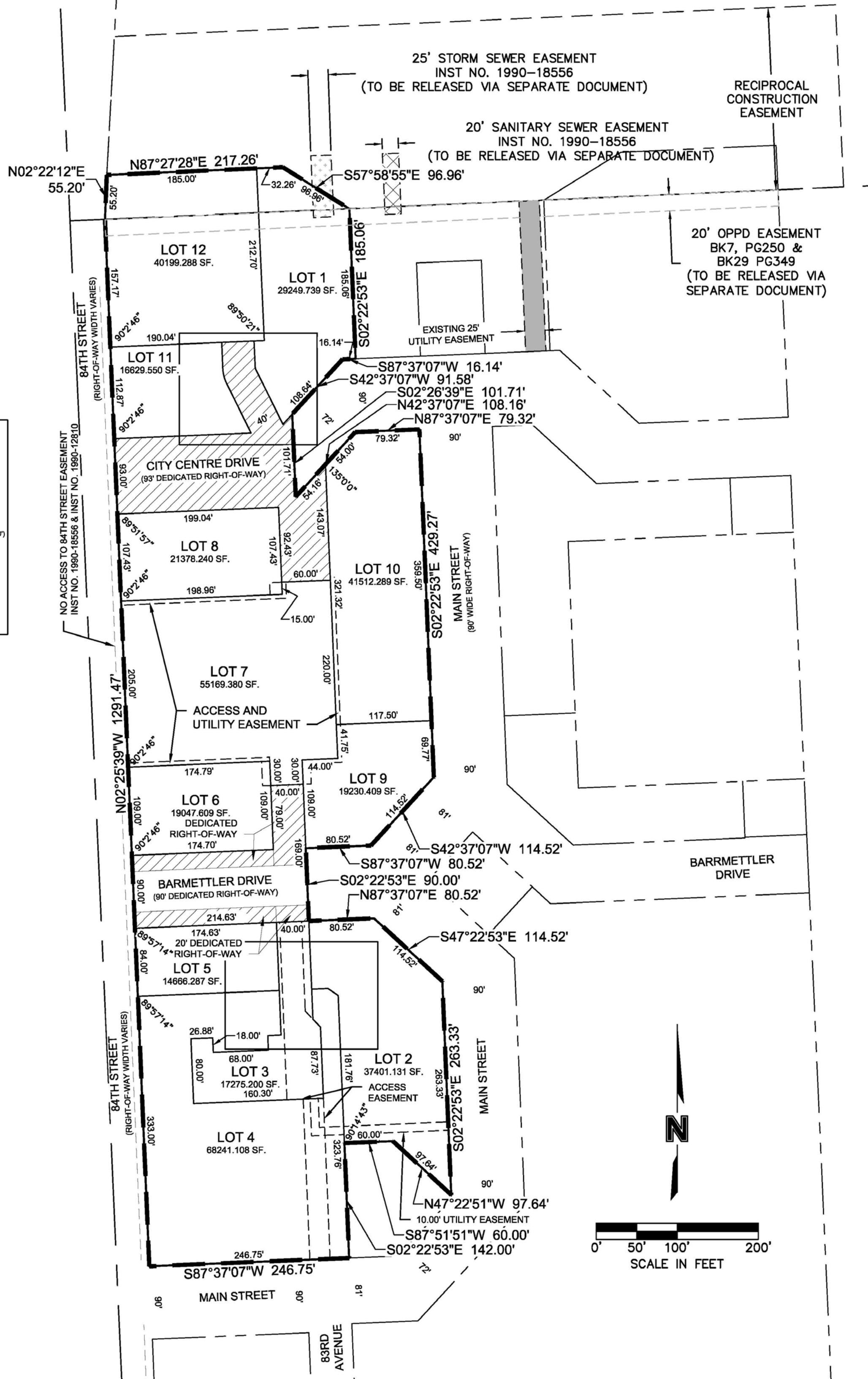
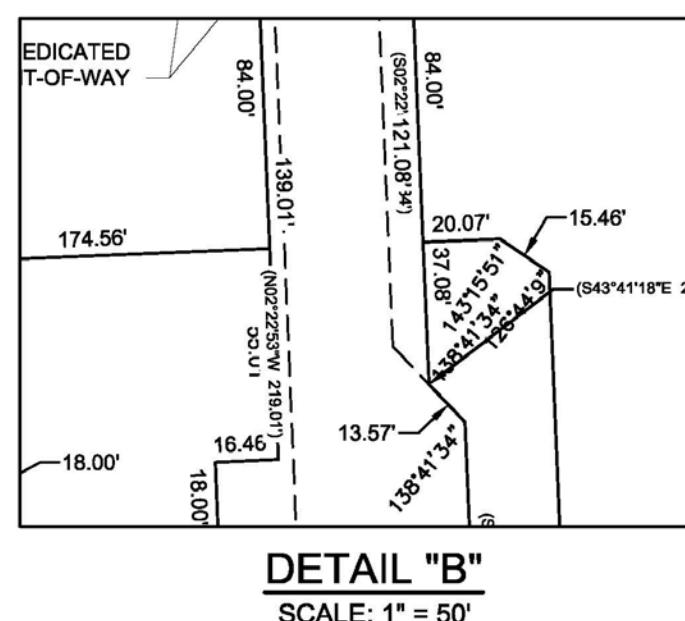
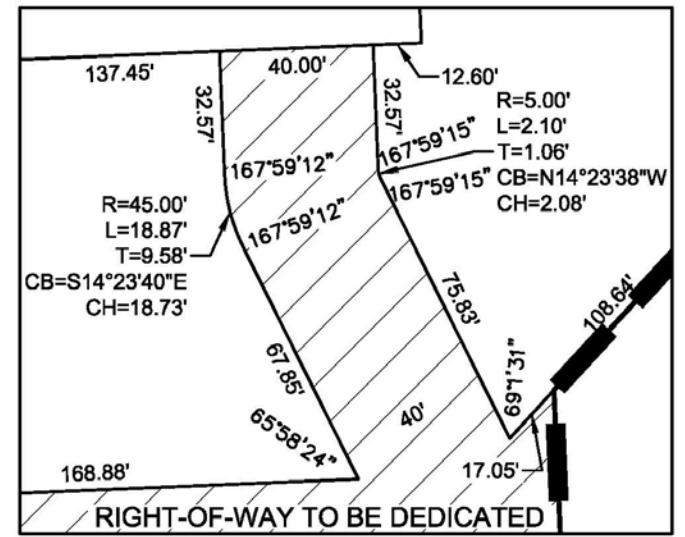
## LOTS 1 THRU 12

BEING A REPLAT OF LOTS 5 THRU 12, LA VISTA CITY CENTRE AND LOT 1, LA VISTA CITY CENTRE REPLAT 1, BOTH PLATTED AND RECORDED SUBDIVISIONS LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

USER: Jara

DATE: Jul 10, 2019 12:49pm

FILE: F:\2016\501-1000\016-0546\40-Design\AutoCAD\Preliminary Plans\La Vista City Centre Plans\La Vista City Centre Replat Three\Sheets\C\_PLT\_60546.dwg



SHEET INDEX		
C1.1	PRELIMINARY PLAT	
C2.1	PRELIMINARY SITE AND UTILITY PLAN	
C3.1	PRELIMINARY GRADING, DRAINAGE, & SWPPP	

LOTS 1 THRU 12	ZONING	DESC.
LOTS 1 THRU 12	MU-CC	MIXED USE / CITY CENTRE

LOTS 1 THRU 12	ZONING	DESC.
LOTS 1 THRU 12	MU-CC	MIXED USE / CITY CENTRE

DEVELOPER	SURVEYOR	ENGINEER
CHRISTOPHER ERICKSON LA VISTA CITY CENTRE, LLC	TERRY ROTHANZL OLSSON 222 S. 15TH STREET, SUITE 14245 OMAHA, NE 68102	ERIC GALLEY OLSSON 2111 S. 67TH STREET, SUITE 200 OMAHA, NE 68106

SURVEY CERTIFICATION		
TERRY ROTHANZL, L.S.		

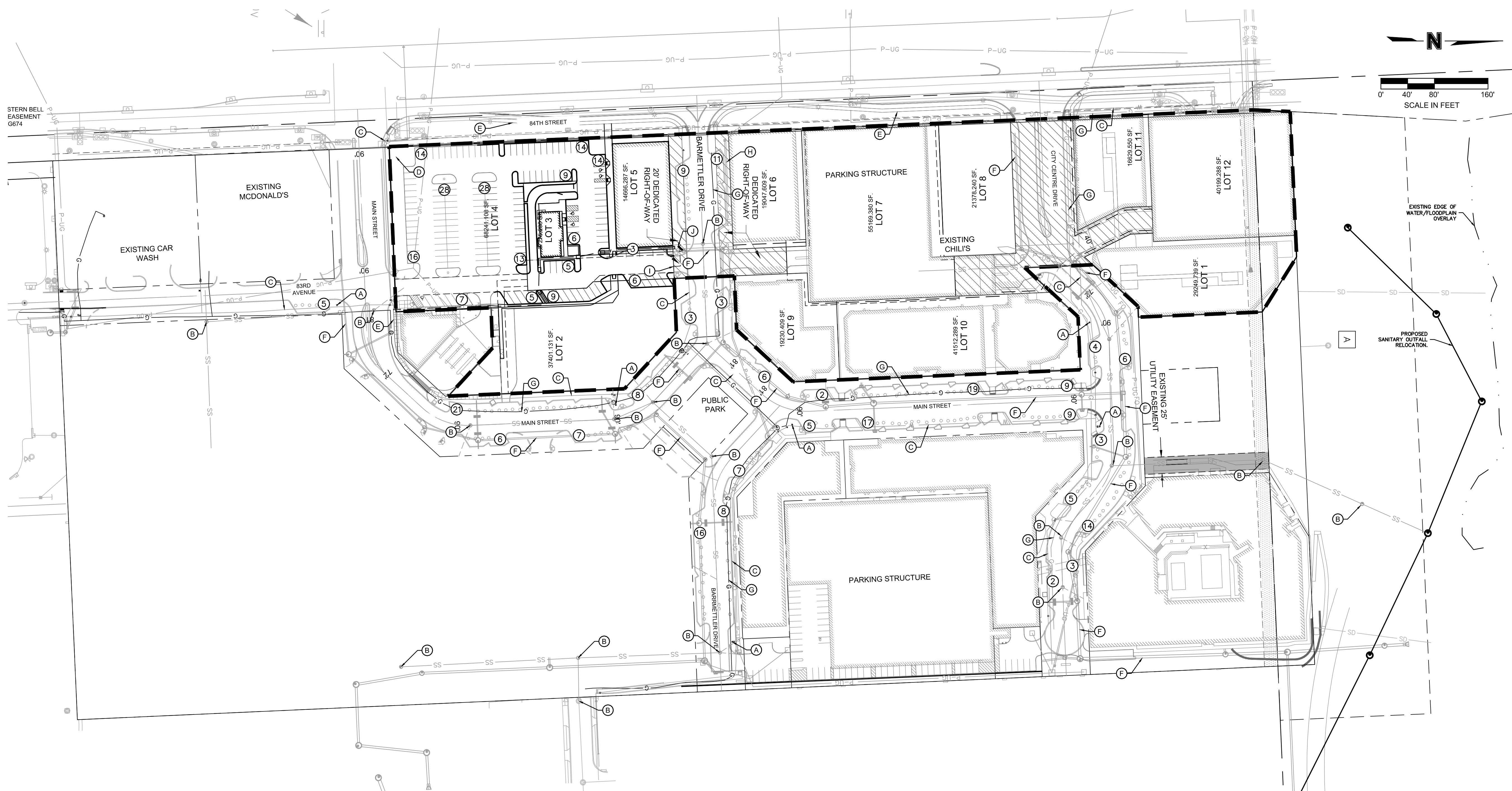
CITY OF LA VISTA PLAT APPROVAL		

C-1 = SHOPPING CENTER DISTRICT  
CC = COMMUNITY COMMERCIAL DISTRICT  
MU = MIXED USED DISTRICT  
R-1 = SINGLE-FAMILY RESIDENTIAL DISTRICT  
R-2 = TWO-FAMILY RESIDENTIAL DISTRICT  
GC = GENERAL COMMERCIAL  
LI = LIGHT INDUSTRIAL DISTRICT  
GWAY = GATEWAY CORRIDOR OVERLAY DISTRICT

PRELIMINARY PLAT  
LA VISTA CITY CENTRE REPLAT THREE  
LOTS 1 THRU 12

drawn by: JLC  
checked by: EW  
approved by: ERG  
QA/QC by: ERG  
project no.: 016-0546  
drawing no.: 07.10.19  
date: 07.10.19

SHEET  
C1.1



PARKING TABLE	
LOT NUMBER	PARKING PROVIDED
LOT 2	52 STALLS
LOT 3	47 STALLS
FNB-LOT 4	*75 STALLS
LOT 5	44 STALLS

\*AS SHOWN ON THE APPROVED PLANS FOR FIRST NATIONAL BANK.

KEY MAP	
(A)	FIRE HYDRANT
(B)	EXISTING SANITARY SEWER MANHOLE
(C)	EXISTING WATER LINE
(D)	MONUMENT SIGN
(E)	SIDEWALK
(F)	EXISTING STORM SEWER
(G)	EXISTING GAS LINE
(H)	EXISTING UNDERGROUND POWER LINE
(I)	PROPOSED SANITARY SEWER STUB
(J)	PROPOSED STORM SEWER STUB

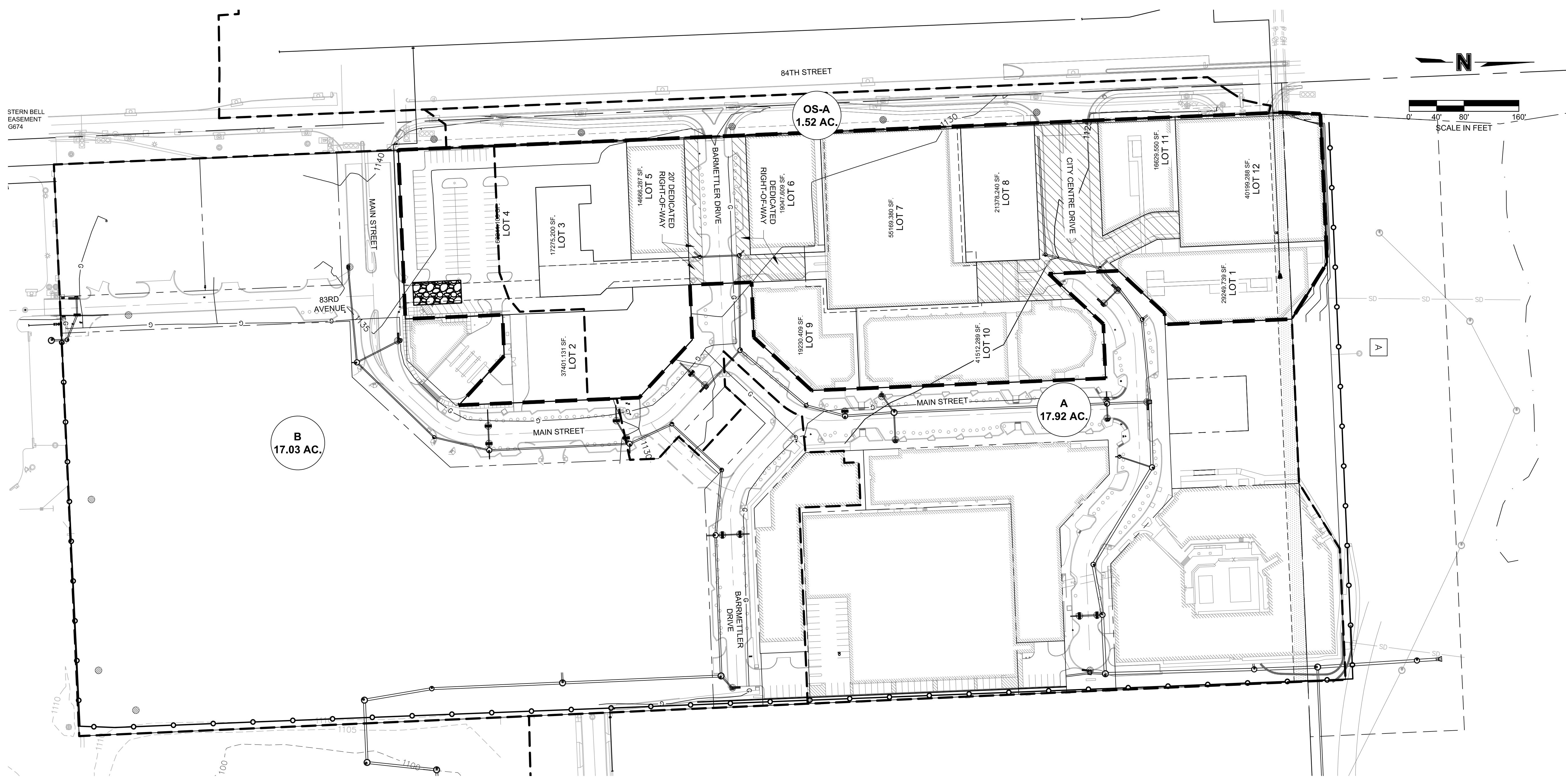
LEGEND	
—	BOUNDARY LINE
—	SECTION LINE
—	EXISTING PROPERTY LINE
—	EXISTING SANITARY SEWER
—	EXISTING OVERHEAD POWER
—	EXISTING GAS LINE
—	EXISTING STORM SEWER
—	EXISTING WATER LINE
—	PROPOSED SANITARY SEWER LATERAL
—	PROPOSED STORM SEWER STUB
—	PUBLIC SIDEWALK CONNECTION

NOTES:

1. WATER PROVIDED BY M.U.D. GAS TO BE PROVIDED BY BLACK HILLS ENERGY.
2. POWER TO BE PROVIDED BY O.P.P.D.
3. TELEPHONE AND CABLE TO BE PROVIDED BY LOCAL SERVICE.
4. ALL DIMENSIONS ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.

PRELIMINARY SITE AND UTILITY PLAN	REV. NO.	DATE	REVISIONS DESCRIPTION
LA VISTA CITY CENTRE REPLAT THREE LOTS 1 THRU 12	2019		
LA VISTA, NEBRASKA			REVISIONS

**Olsson**



NOTES:

1. CONTOURS SHOWN ARE AT 5' INTERVALS.
2. IT IS THE DEVELOPER'S INTENT TO DO ALL GRADING AND EROSION CONTROL UNDER ONE PERMIT.
3. FOR LOTS 1, 3, 5, 6, 7, 8, 9, 10, 11, 12 AND PORTIONS OF LOT 2 AND LOT 4, WATER QUALITY IS PROVIDED IN WITHIN POND P1 PER THE ORIGINAL DRAINAGE REPORT. FOR PORTION OF LOTS 2 AND LOT 4, WATER QUALITY IS PROVIDED WITHIN POND P2 AS PER THE ORIGINAL DRAINAGE REPORT.
4. AREA DRAIN A, B AND OS-A ARE PER APPROVED DRAINAGE REPORT.
5. DEVELOPMENT ON PRIVATE LOTS CREATING MORE THAN 5,000 SQUARE FEET OF IMPERVIOUS SURFACE FOR THE PURPOSE OF VEHICULAR TRAVEL AND PARKING SHALL PROVIDE ON-SITE STORM WATER MANAGEMENT FACILITIES FOR WATER QUALITY AS REQUIRED BY SECTION 154.19 OF THE LA VISTA MUNICIPAL CODE AND SHALL BE DESIGNED IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE OMAHA REGIONAL STORM WATER DESIGN MANUAL, SUCH WATER QUALITY FACILITIES SHALL BE MAINTAINED BY LA VISTA CITY CENTRE, LLC. MANAGEMENT OF THE 2-YEAR STORM RUNOFF PEAK FLOWS WILL BE PROVIDED BY THE CITY OWNED FACILITIES.

LEGEND

— — — — —	BOUNDARY LINE
— — — — —	SECTION LINE
— — — — —	EXISTING PROPERTY LINE
— — — — —	SILT FENCE
○ ○ ○ ○ ○	CONSTRUCTION ENTRANCE
◎	INLET PROTECTION
— — — — —	EXISTING MAJOR CONTOUR
— — — — —	EXISTING MINOR CONTOUR
XXXX	PROPOSED MAJOR CONTOUR
XXXX	PROPOSED MINOR CONTOUR
— — — — —	PROPOSED STORM SEWER INLET/MANHOLE
X	DRAINAGE BASIN NAME
X.XX AC.	DRAINAGE BASIN SIZE

LA VISTA CITY CENTRE REPLAT THREE  
 LOTS 1 THRU 12

drawn by: JLC  
 checked by: EW  
 approved by: ERG  
 QA/QC by: ERG  
 project no.: 016-0546  
 drawing no.: 07.10.19

SHEET  
 C3.1

**Olsson**

# LA VISTA CITY CENTRE REPLAT THREE

## LOTS 1 THRU 12

BEING A REPLAT OF LOTS 5 THRU 12, LA VISTA CITY CENTRE AND LOT 1, LA VISTA CITY CENTRE REPLAT 1, BOTH PLATTED AND RECORDED SUBDIVISIONS LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

### OWNER'S CERTIFICATION

I/WE THE UNDERSIGNED LA VISTA CITY CENTRE, LLC OWNER OF THE REAL ESTATE SHOWN AND CHRISTOPHER L. ERICKSON DESCRIBED HEREIN, DO HEREBY CERTIFY THAT I/WE HAVE LAID OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS LA VISTA CITY CENTRE REPLAT THREE. AN ADDITION TO THE CITY OF LA VISTA, NEBRASKA. ALL STREETS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC UNLESS SPECIFICALLY NOTED HEREIN. OTHER PUBLIC LANDS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY RESERVED FOR PUBLIC USE.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOWS:

THERE ARE STRIPS OF GROUND SHOWN OR DESCRIBED ON THIS PLAT AND MARKED EASEMENT, RESERVED FOR THE USE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR CITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

LA VISTA CITY CENTRE, LLC  
CHRISTOPHER L. ERICKSON  
MANAGING MEMBER

### ACKNOWLEDGEMENT OF NOTARY

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

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED CHRISTOPHER L. ERICKSON, KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID LA VISTA CITY CENTRE, LLC.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE MENTIONED.

NOTARY PUBLIC

### OWNER'S CERTIFICATION

I/WE THE UNDERSIGNED CITY OF LA VISTA, A MUNICIPAL CORPORATION OWNER OF THE REAL ESTATE SHOWN AND CHRISTOPHER L. ERICKSON DESCRIBED HEREIN, DO HEREBY CERTIFY THAT I/WE HAVE LAID OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS LA VISTA CITY CENTRE REPLAT THREE. AN ADDITION TO THE CITY OF LA VISTA, NEBRASKA. ALL STREETS AND ALLEYS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC UNLESS SPECIFICALLY NOTED HEREIN. OTHER PUBLIC LANDS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY RESERVED FOR PUBLIC USE.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOWS:

THERE ARE STRIPS OF GROUND SHOWN OR DESCRIBED ON THIS PLAT AND MARKED EASEMENT, RESERVED FOR THE USE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR CITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

Douglas Kindig, Mayor

ATTEST: Pam Buethe, City Clerk

### SARPY COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AS APPEARS ON THIS PLAT.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

SARPY COUNTY TREASURER

PRINTED NAME

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

COUNTY SURVEYOR/ENGINEER

### NOTES

- ALL INTERNAL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- NO DIRECT ACCESS SHALL BE PERMITTED ONTO 84TH STREET FROM LOTS 4, 5, 6, 7, 8, 11, AND 12.

### LIEN HOLDER CONSENT

THE UNDERSIGNED HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS LA VISTA CITY CENTRE REPLAT THREE (HEREAFTER "PLAT"), SAID LIEN BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA AS INSTRUMENT NO. 2016-31248 (HEREAFTER "LIEN"), DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHEMENTS OF ACCESS, DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

DUNDEE BANK, A BRANCH OF SECURITY STATE BANK

BY: Adrian Hernandez

TITLE: SENIOR VICE PRESIDENT

### ACKNOWLEDGEMENT OF NOTARY

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

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED ADRIAN HERNANDEZ, KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID LA VISTA CITY CENTRE, LLC.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE MENTIONED.

NOTARY PUBLIC

### APPROVAL BY LA VISTA CITY ENGINEER

THE PLAT OF LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12 WAS APPROVED BY THE LA VISTA CITY ENGINEER.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

John Kottmann, City Engineer

### APPROVAL BY LA VISTA CITY PLANNING COMMISSION

THE PLAT OF LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12 WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

Chairperson, La Vista Planning Commission

### ACCEPTANCE BY LA VISTA CITY COUNCIL

THE PLAT OF LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12 WAS APPROVED AND ACCEPTED BY THE LA VISTA CITY COUNCIL.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

Pam Buethe, City Clerk Douglas Kindig, Mayor

### SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. I, TERRY L. ROTHANZL, DO HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS AS NOTED HEREON WILL BE PLACED ON THE BOUNDARY OF THE PLAT AND AT ALL CORNERS, ANGLE POINTS, AND ENDS OF ALL CURVES ON THE BOUNDARY AND ON THE LOTS IN THE SUBDIVISION TO BE KNOWN AS LA VISTA CITY CENTRE REPLAT THREE, LOTS 1 THRU 12, BEING A REPLAT OF LOTS 5 THRU 12, LA VISTA CITY CENTRE AND LOT 1, LA VISTA CITY CENTRE REPLAT 1, BOTH SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA. SAID FINAL PLAT CONTAINS A CALCULATED AREA OF 434,718.61 SQUARE FEET OR 9.980 ACRES.

Terry L. Rothanzl  
Nebraska L.S. 607

DATE



drawn by: DSH  
checked by: EWVTLR  
approved by: TLR  
QA/QC by: EWVTLR  
project no.: 016-0546  
drawing no.: 05.29.19  
date: 05.29.19  
SHEET 1 of 1

olsson  
2115 South 67th Street, Suite 200  
Omaha, NE 68106  
TEL 402.341.1116  
FAX 402.341.5895  
www.olsson.com

USER: dhastings

dwg:

60546.dwg

xxrefs:

0

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

---

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**FIRST AMENDMENT TO SUBDIVISION AGREEMENT**

**(La Vista City Centre)**

**(Replat of Lots 5-12, La Vista City Centre and Lot 1, La Vista City Centre Replat 1, Platted and Recorded Subdivisions Located in the West Half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., which shall henceforth be replatted as Lots 1-12, La Vista City Centre Replat 3)**

THIS First Amendment to the Subdivision Agreement ("Amendment"), made effective as of the        day of       , 2019, by and between the City of La Vista, a Nebraska municipal corporation ("City"), La Vista City Centre, LLC, a Nebraska limited liability company, (hereinafter referred to as the "Subdivider"), City Centre I LLC, a Nebraska limited liability company, ("City Centre I"), and E&W Holdings, LLC, a Nebraska limited liability company ("E&W") (and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre; and.

WHEREAS, Subdivider and City entered into a Subdivision Agreement on December 1, 2016, for La Vista City Centre (herein "Subdivision Agreement"); and

WHEREAS, The following replats have been approved:

1. Replat 1: Lots 3 and 4, La Vista City Centre, were replatted as Lots 1 and 2, La Vista City Centre Replat 1.
2. Replat 2: Lots 16 and 17, La Vista City Centre, were replatted as Lots 1 and 2, La Vista City Centre Replat 2; and

WHEREAS, Lot ownership currently is as follows:

1. La Vista Car Wash LLC, a Nebraska limited liability company, as successor of LVCC, owns Lot 1, La Vista City Centre,
2. Subdivider owns Lots 2, 5, 6, 8, 9, 11, 12, 13 and Outlot C, La Vista City Centre, Lot 1, La Vista City Centre Replat 1, and Lot 1, La Vista City Centre Replat 2. E&W owns the building and other improvements on Lot 8, La Vista City Centre, and
3. City Centre I, as successor of LVCC, owns Lots 10, 14 and 15, La Vista City Centre and Lot 2, La Vista City Centre Replat 1; and
4. The City of La Vista owns Lot 7 and Outlots A and B, La Vista City Centre, and Lot 2, La Vista City Centre Replat 2; and

WHEREAS, the parties wish to amend the Subdivision Agreement, among other purposes, to revise the platting of the Property, dedicate additional right of way, and specify requirements for certain public improvements.

NOW, THEREFORE, IT IS AGREED THAT THE SUBDIVISION AGREEMENT IS AMENDED as follows:

I. Replatting: The Parties desire to dedicate additional right of way and adjust the boundaries of Lots 5-12 of La Vista City Centre and Lot 1 of La Vista City Centre Replat 1 as shown on Exhibit "A" attached which shall become Lots 1-12, La Vista City Centre Replat 3.

II. Conveyances: The Parties shall execute and deliver such deeds and other documents, instruments, or consideration as appropriate in connection with dedication of right of way or other property conveyances pursuant to La Vista City Centre Replat 3 or any subsequent replats or requirements, subject to satisfaction of any applicable statutory or other legal requirements.

III. Public Improvements. Updated requirements with respect to certain Public Improvements preliminarily described in the Subdivision Agreement shall be as follows:

- A. Public Offstreet Surface Parking. Public offstreet surface parking currently existing on Lot 7, La Vista City Centre Replat 3 (which is a replatting of original Lot 7, La Vista City Centre) as described in Exhibit "J" of the Subdivision Agreement, shall continue to be used for public offstreet surface parking until the Additional Public Offstreet Parking Garage is constructed on such Lot 7 pursuant to the terms of Section 3(b)(iii)(b) of the Subdivision Agreement. New or additional public offstreet surface parking on such Lot 7 shall not be constructed. Pursuant to the terms of Section 3(b)(iii)(b), the City shall, at its sole cost, construct the Additional Public Offstreet Parking Garage on Lot 7 in accordance with a schedule established pursuant to the Subdivision Agreement.
- B. Updated Exhibits "E" and "F". Exhibits "E" and "F" of the Subdivision Agreement shall be updated and replaced by Exhibits "E" and "F" attached to this Amendment.

IV. Parking Improvements on Lot 4, Replat 3. Except as otherwise provided in an amendment to the CCRs or written agreement of property owners in form and content satisfactory to the City Engineer ("Alternative Agreement or Instrument"). Subdivider as part of the Common Areas of the La Vista City Centre Property shall own, construct, and, during the Declarant Control Period under the CCRs maintain, repair, and replace on Lot 4, Replat 3 for the nonexclusive use of the Owners and their Permittees in common with other users such surface parking areas and other Improvements as approved by the City in accordance with applicable requirements. On and after the date that the Declarant Control Period ends, such Lot 4, Replat 3 and all such surface parking areas and other Improvements thereon shall be owned, maintained, replaced and repaired by the Association. Costs and expenses incurred pursuant to this Section IV shall be included, assessed, and paid as Common Area Charges under the CCRs. Terms used in this Section IV have the meanings set forth in the CCRs except as otherwise expressly defined in this Amendment or required by the context. Subdivider, as a condition of City releasing Replat 3 for recording, shall record with the Sarpy County Register of Deeds an amendment to the CCRs incorporating the provisions of this Section IV, or an Alternative Agreement or Instrument, in form and content satisfactory to the City Engineer.

V. Easements. All proposed easements by the Subdivider, and easements required by the City, for existing, proposed, or relocated public or private shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by instruments separate from the final plat or CCRs, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on the 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 of the final plat and copies of the recorded Easements shall be provided to the City.

VI. Filing of Record. The Subdivider, at its expense when recording the final plat, shall record this Amendment 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 modification to this Amendment, or the Subdivision Agreement as amended, shall require a written amendment executed by the City and other applicable Parties and shall be similarly recorded and transmitted at Subdivider's expense. Such recordings shall include lot specific recorded notice.

VII. Recitals. Recitals above and exhibits referenced in this Amendment are incorporated into this Amendment by reference.

VIII. No Revisions Beyond Expressed Terms of Amendment. The Subdivision Agreement remains in full force and effect as originally written, except as specifically amended by this Amendment thereto.

IX. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

X. Covenants. This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area shall be modified from time to time.

XI. Defined Terms. Terms used in this Amendment shall have the meanings provided in the Subdivision Agreement except as otherwise expressly defined in this Amendment or required by the context.

XII. Exhibit Summary. The Exhibits attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Proposed Replat 3
Exhibit "E":	Property for City Improvements
Exhibit "F-1 — "F-3":	Public Improvements

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

La Vista City Centre, LLC

BY: \_\_\_\_\_

Christopher L. Erickson

TITLE: Manager

ACKNOWLEDGMENT OF NOTARY

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

The foregoing First Amendment to Subdivision Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by Christopher L. Erickson, Manager of La Vista City Centre,  
LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE I, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

ACKNOWLEDGMENT OF NOTARY

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

The foregoing First Amendment to Subdivision Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre I, LLC, a  
Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

E&W HOLDINGS, LLC,  
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska  
limited liability company, Sole Member

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

ACKNOWLEDGMENT OF NOTARY

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

The foregoing First Amendment to Subdivision Agreement was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of La Vista City Centre,  
LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing  
instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary  
act and deed of La Vista City Centre, LLC.

[Seal]

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

**ATTEST:**

## CITY OF LA VISTA

By \_\_\_\_\_

## City Clerk

Mayor

## ACKNOWLEDGMENT OF NOTARY

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Christopher L. Erickson, Managing Member of La Vista City Centre, LLC, personally known by me to be the identical person whose name is affixed to the foregoing First Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said La Vista City Centre, LLC.

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

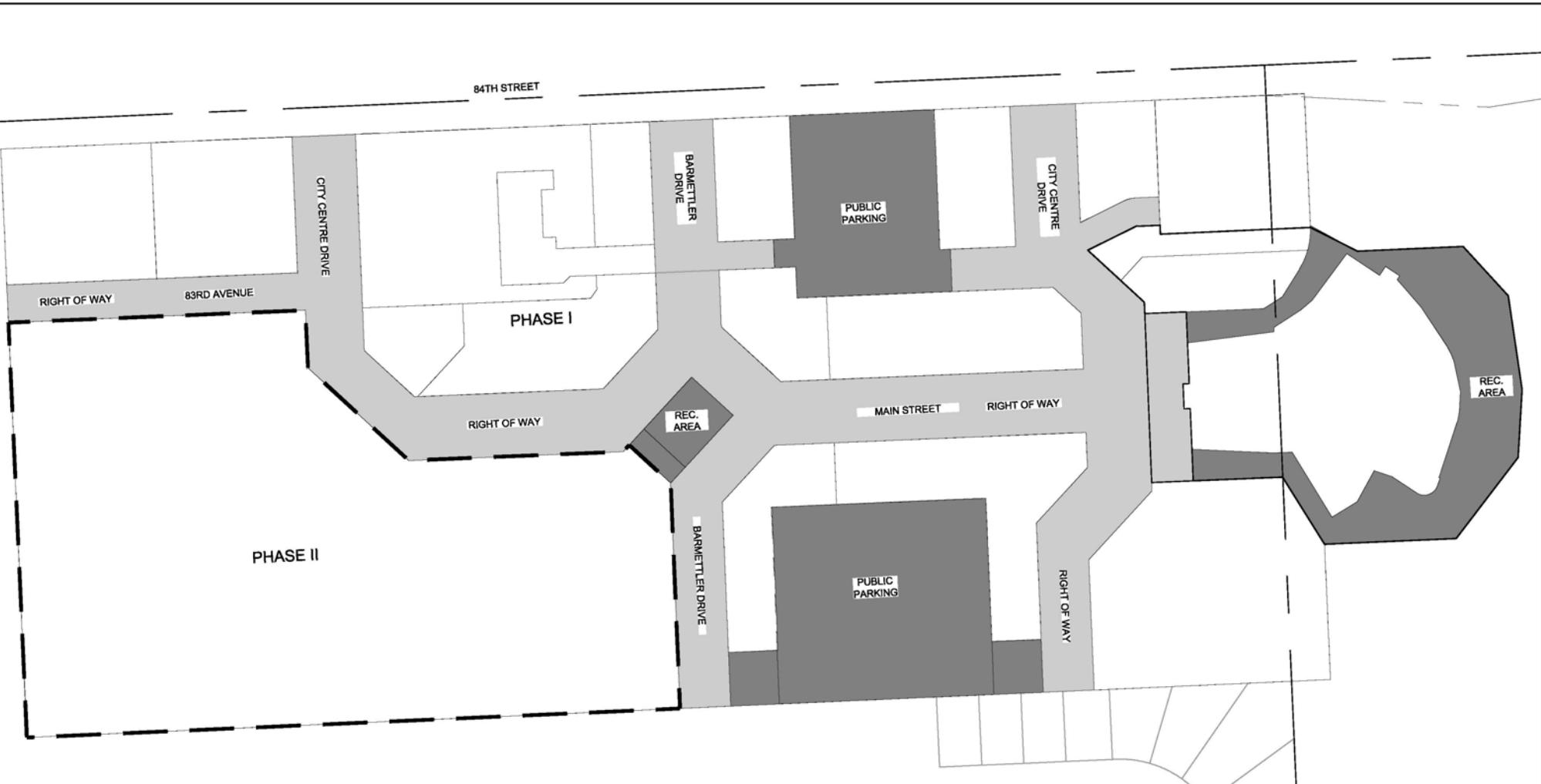
## Notary Public

## ACKNOWLEDGMENT OF NOTARY

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing First Amendment to 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



N

NOT TO SCALE

PROJECT NO: 016-0546

DRAWN BY: EW

DATE: 09/05/19

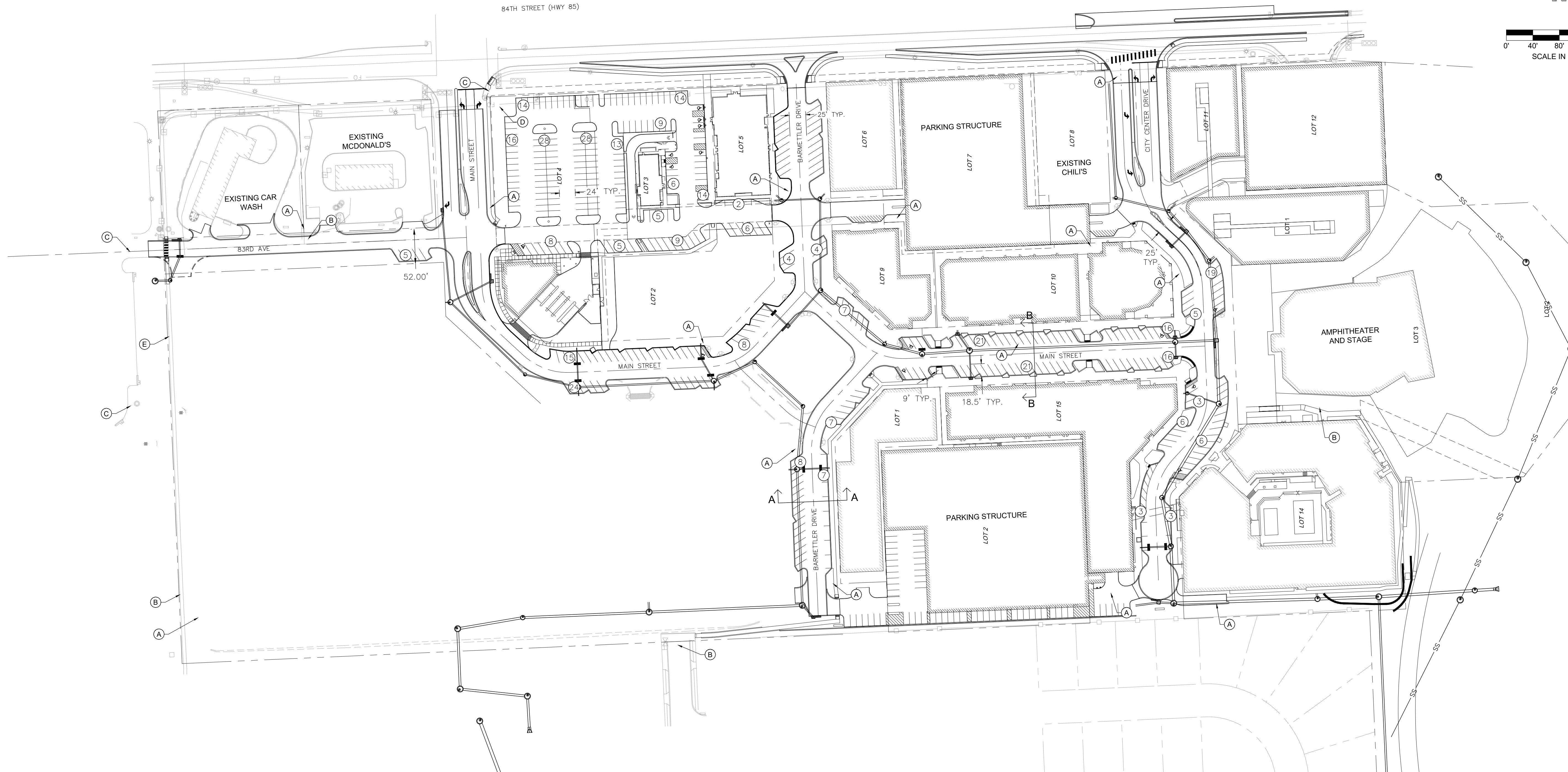
PROPERTY FOR CITY  
IMPROVEMENTS EXHIBIT

olsson

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

EXHIBIT

E



**EXHIBIT F-1**

**PUBLIC IMPROVEMENTS**

LA VISTA CITY CENTRE  
 84TH STREET AND BRENTWOOD DRIVE

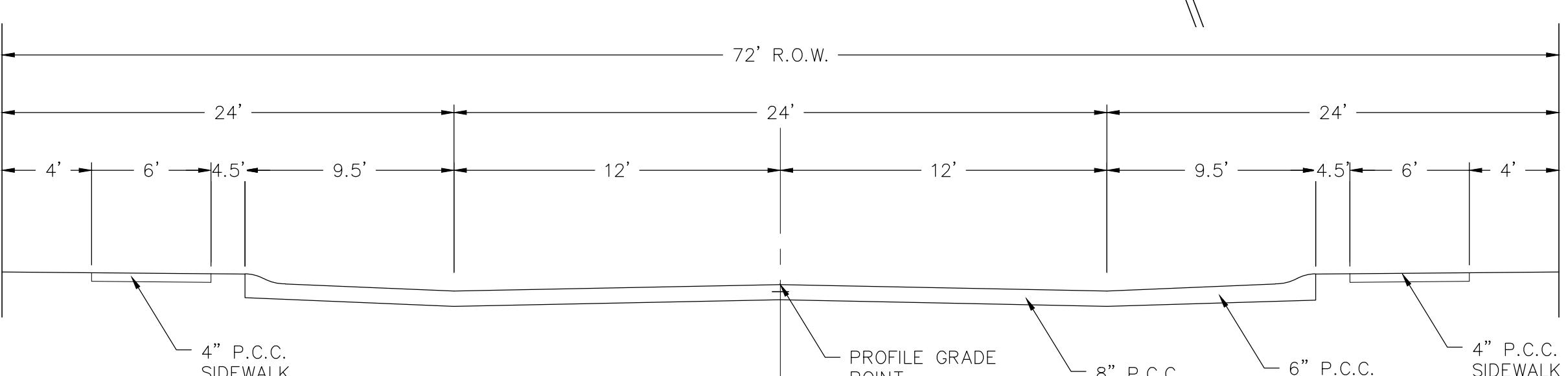
LA VISTA, NE

2019

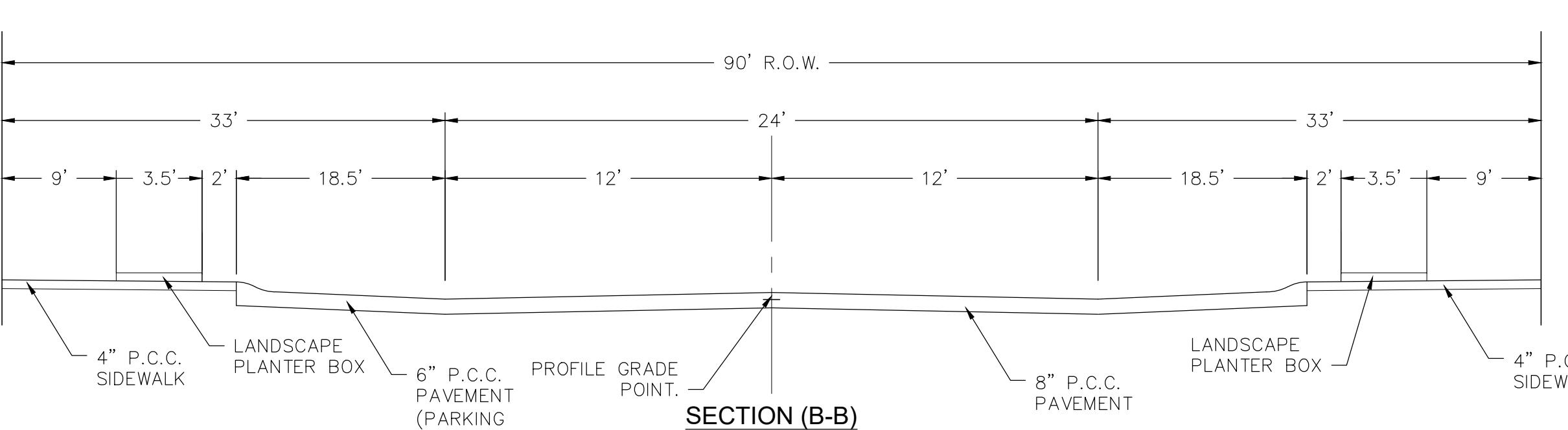
**Olsson**

2111 South 67th Street, Suite 200  
 Omaha, NE 68106 TEL 402.341.1116 www.olsson.com

N  
 0' 40' 80' 160'  
 SCALE IN FEET



**SECTION (A-A)**  
 NOT TO SCALE



**SECTION (B-B)**  
 NOT TO SCALE

KEY MAP	
(A)	FIRE HYDRANT
(B)	EXISTING SANITARY SEWER MANHOLE
(C)	CONNECT TO EXISTING WATER
(D)	MONUMENT SIGN
(E)	EXISTING SIDEWALK

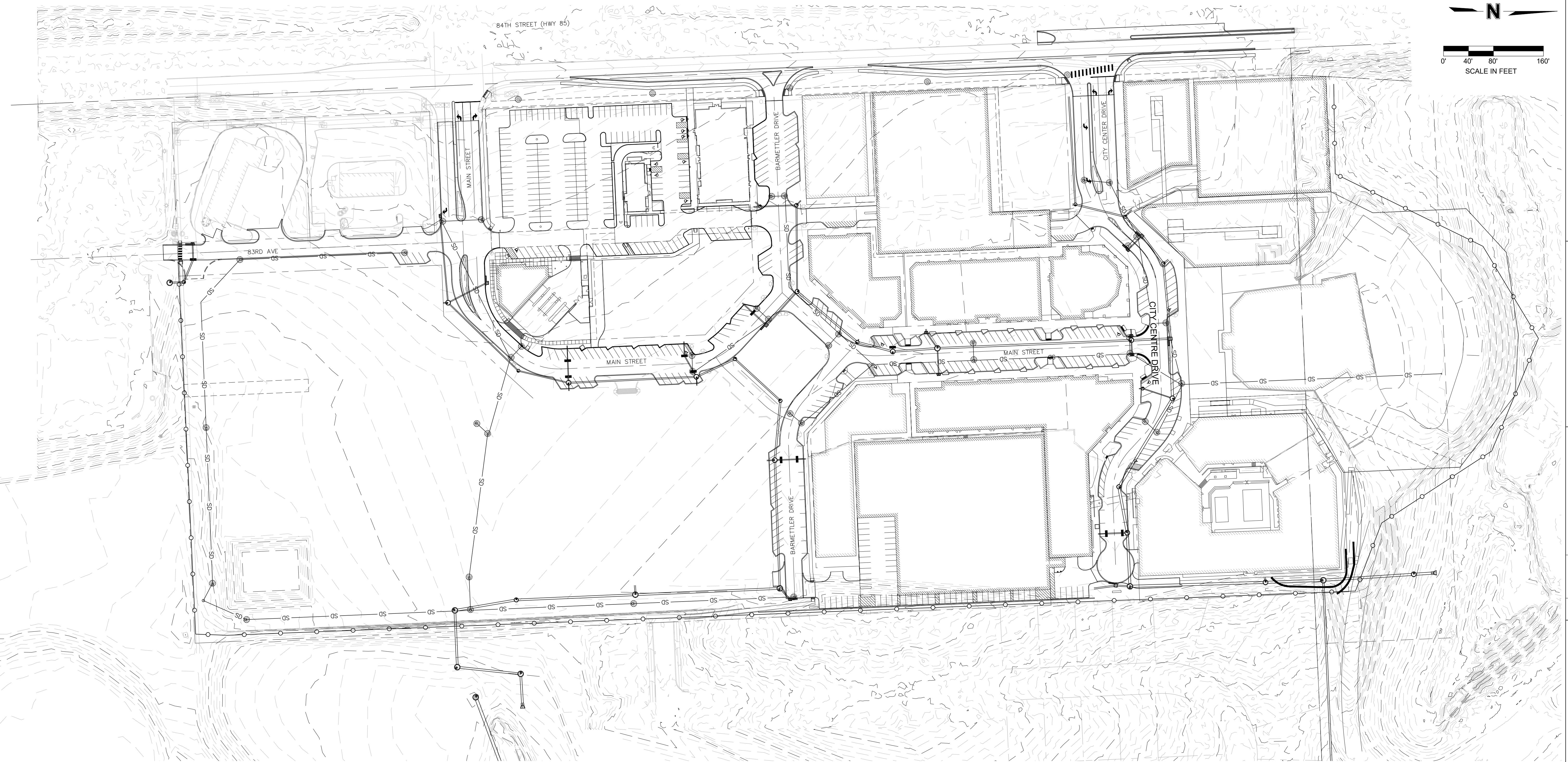
—	BOUNDARY LINE
—	SECTION LINE
—	EXISTING PROPERTY LINE
—	EXISTING SANITARY SEWER
—	EXISTING OVERHEAD POWER
—	EXISTING GAS LINE
—	EXISTING STORM SEWER
—	EXISTING WATER LINE
—	PROPOSED SANITARY SEWER
—	PROPOSED WATER LINE

**NOTES:**

1. WATER PROVIDED BY M.U.D. GAS TO BE PROVIDED BY BLACK HILLS ENERGY.
2. POWER TO BE PROVIDED BY O.P.P.D.
3. TELEPHONE AND CABLE TO BE PROVIDED BY LOCAL SERVICE.
4. THE CALCULATION OF THE AREA REQUIRING CONTROL OF THE FIRST ONE HALF INCH OF RUNOFF SHALL BE BASED ONLY ON THE IMPERVIOUS AREA OF THE PROJECT BEING ADDED OR REPLACED.
5. THE FINAL POST CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED FOR APPROVAL AT THE TIME OF BUILDING PERMIT.
6. ALL DIMENSIONS ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.

drawn by: CAS  
 checked by: ERG  
 approved by: ERG  
 QA/CC by: ERG  
 project no.: 016-0546  
 drawing no.: 092519  
 date: 09.25.19

**SHEET**  
**C3.1**



**EXHIBIT F-2  
PUBLIC IMPROVEMENTS**

LA VISTA CITY CENTRE  
84TH STREET AND BRENTWOOD DRIVE

LA VISTA, NE 2019  
 SHEET C3.2  
 drawn by: CAS  
 checked by: ERG  
 approved by: ERG  
 project no.: 016-0546  
 drawing no.: 09.25.19  
 date: 09.25.19

**olsson**

2111 South 67th Street, Suite 200  
 Omaha, NE 68106 TEL: 402.341.1116 www.olsson.com

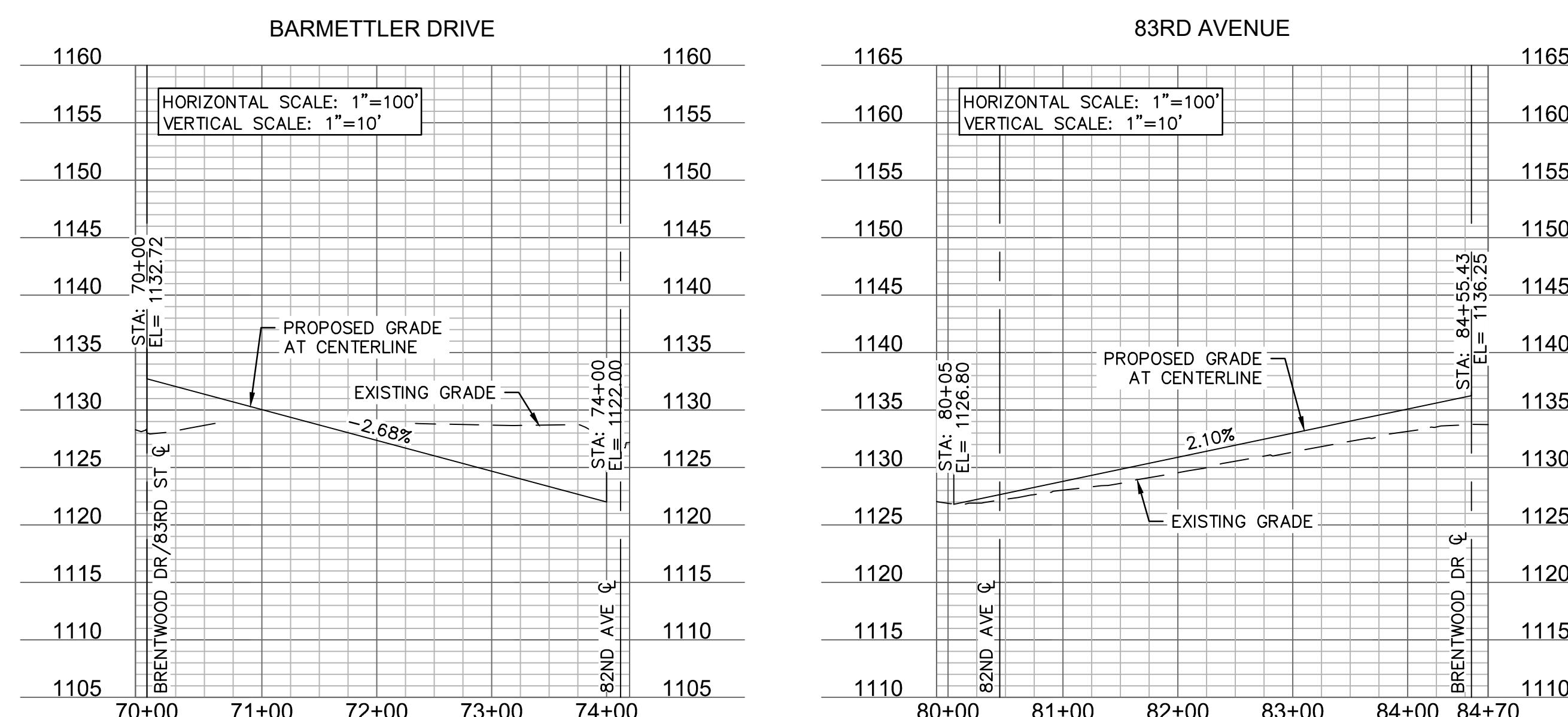
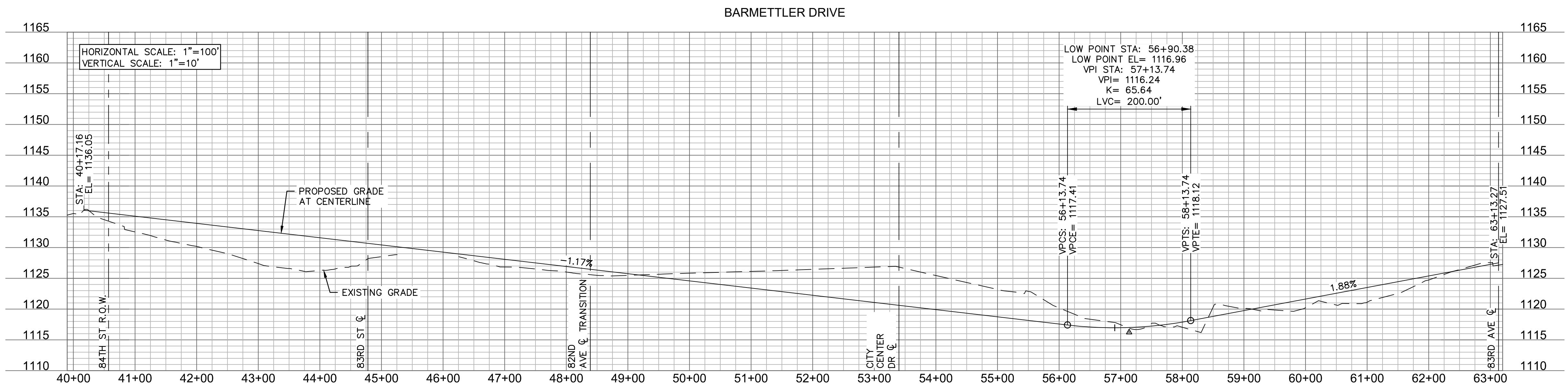
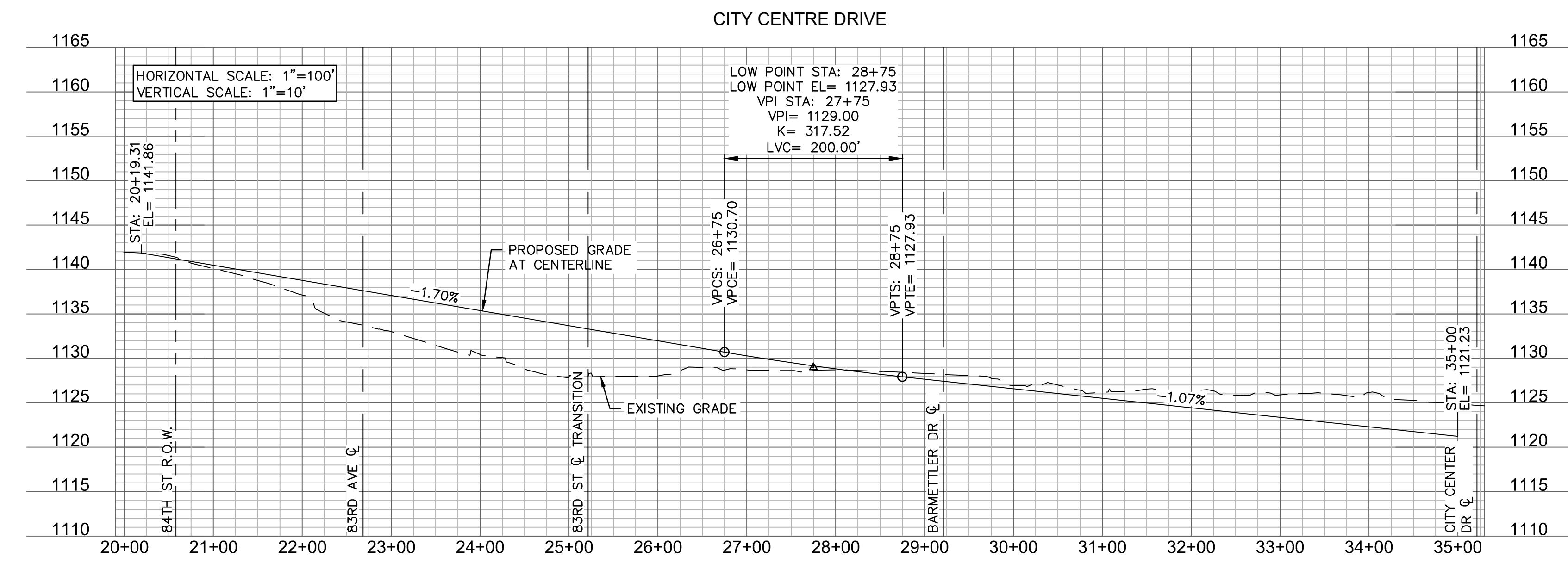
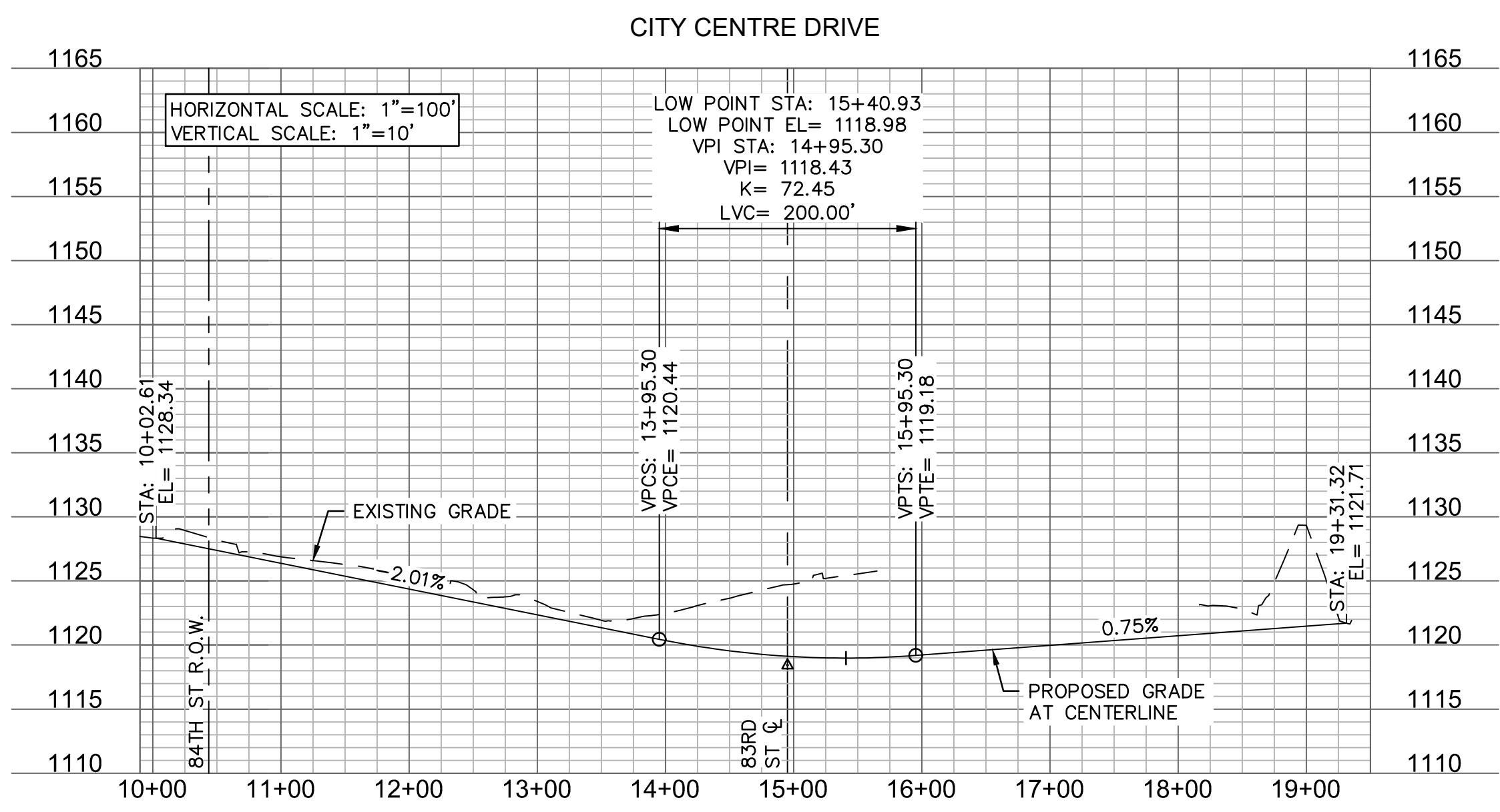
0' 40' 80' 160'  
 SCALE IN FEET

**LEGEND**

- Boundary Line
- Section Line
- Existing Property Line
- Silt Fence
- CONSTRUCTION ENTRANCE
- ◎ Inlet Protection
- Existing Major Contour
- Existing Minor Contour
- Proposed Major Contour
- Proposed Minor Contour
- Proposed Storm Sewer Inlet/Manhole

**NOTES:**

1. CONTOURS SHOWN ARE AT 5' INTERVALS.
2. IT IS THE DEVELOPER'S INTENT TO DO ALL GRADING AND EROSION CONTROL UNDER ONE PERMIT.



**EXHIBIT F-3**  
**PUBLIC IMPROVEMENTS**

LA VISTA CITY CENTRE  
 84TH STREET AND BRENTWOOD DRIVE

LA VISTA, NE  
 drawn by: CAS  
 checked by: ERG  
 approved by: ERG  
 QA/CC by: ERG  
 project no.: 016-0546  
 drawing no.: 09.25.19  
 date: 09.25.19

**SHEET**  
**C4.1**

**Olsson**

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 1, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER No. 2 84 <sup>TH</sup> STREET PAVEMENT REHABILITATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to execute Change Order No. 2 with Swain Construction for an increase of \$30,661.00, resulting in a contract price not to exceed \$1,820,574.73 for the 84<sup>th</sup> Street Rehabilitation project.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval

**BACKGROUND**

There were two problem areas within the vicinity of the 84<sup>th</sup> Street overlay project that Swain was able to correct while on the project, which eliminated mobilization costs. The intersection of 87<sup>th</sup> Street and Brentwood Drive had issues with positive drainage in which an area ponded water after rain events, making the intersection more susceptible to icing in the winter as well as increase the overall maintenance burden of the intersection. The second problem area was a damaged inlet in the intersection of Brentwood Drive and Granville Parkway. The inlet grate frame support was damaged due to wear and tear, and Swain was able to rebuild said support with minimal impact to the intersection.

Detailed line item information is available upon request.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 2 TO THE 84TH STREET PAVEMENT REHABILITATION CONTRACT WITH SWAIN CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS OF WORK TO THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$30,661.00.

WHEREAS, the City has determined it is necessary for additions of work to the contract; and

WHEREAS, the FY19/20 biennial budget provides funding for this project; and

WHEREAS, the change order will increase the contract price by \$30,661.00 to a total of \$1,820,574.73; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for Change Order No. 2 to the 84th Street Pavement Rehabilitation contract with Swain Construction, Inc., Omaha Nebraska, to provide for additions of work to the contract in an amount not to exceed \$30,661.50.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2019.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

**olsson****CHANGE ORDER**No. 2Date of Issuance: September 25th, 2019Effective Date: September 25th, 2019

Project: La Vista City Centre 84 <sup>th</sup> Street Rehabilitation	Owner: City of La Vista	Owner's Contract No.: PWST-19-004
Contract: 84 <sup>th</sup> Street Rehabilitation		Date of Contract: March 20 <sup>th</sup> , 2019
Contractor: Swain Construction		Engineer's Project No.: B16-0546

**The Contract Documents are modified as follows upon execution of this Change Order:****DESCRIPTION:** Intersection drainage repair at 87<sup>th</sup> and Brentwood and inlet repair at Brentwood and Granville

Attachments: (List documents supporting change): Unit pricing provided by Swain, Change Order No. 2 actual quantities

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 1,875,046.23</u>	Original Contract Times: Final Completion: <u>October 11, 2019</u> Ready for Final Payment: <u>October 26, 2019</u>
Change from previously approved Change Orders No. <u>0</u> to No. <u>1</u> :  No. <u>0</u> to No. <u>1</u> :  <u>\$ (85,132.50)</u>	No Change from previously approved Change Orders No. <u>0</u> to No. <u>1</u> :  Final Completion: <u>October 11, 2019</u> Ready for Final Payment: <u>October 26, 2019</u>
Contract Price prior to this Change Order:  <u>\$1,789,913.73</u>	Contract Times prior to this Change Order: Final Completion: <u>October 11, 2019</u> Ready for Final Payment: <u>October 26, 2019</u>
Increase Change of this Change Order:  <del>\$30,731.00</del> <u>\$ 30,661.00<sup>PMO</sup></u>	Changes of this Change Order:
Contract Price incorporating this Change Order:  <u>\$ 1,820,574.73</u>	Contract Times with all approved Change Orders: Final Completion: <u>October 11, 2019</u> Ready for Final Payment: <u>October 26, 2019</u>

RECOMMENDED:  
 By: Anthony Swain  
 Engineer (Authorized Signature)  
 Title: P.E.  
 Date: 9-25-2019

ACCEPTED:  
 By: Art Ashe  
 Contractor (Authorized Signature)  
 Title: ENGINEER  
 Date: 9/24/19

ACCEPTED:  
 By: \_\_\_\_\_  
 Owner (Authorized Signature)  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Change Order No. 02 Actual Quantities**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>
Temporary Traffic Control	1	LS	\$500.00	\$500.00
Sawcut Full Depth	150	LF	\$7.00	\$1,050.00
Remove Sidewalk	270	SF	\$2.00	\$540.00
Remove Pavement	235	SY	\$14.00	\$3,290.00
Construct 8-inch Concrete Pavement	235	SY	\$75.00	\$17,625.00
Construct Concrete Curb Ramp	270	SF	\$20.00	\$5,400.00
Construct Detectable Warning Panel	16	SF	\$16.00	\$256.00
Brentwood and Granville Inlet Repair	1	LS	\$2,000.00	\$2,000.00
			<b>Total</b>	<b>\$30,661.00</b>

## Matthew Markham

---

**From:** Pat Dowse <pdowse@cityoflavista.org>  
**Sent:** Tuesday, September 10, 2019 11:22 AM  
**To:** Curt Andersen; Matthew Markham; Tony Egelhoff; Troy Renken; Zachary Turek  
**Cc:** John Kottmann  
**Subject:** RE: 87th & Brentwood Drive Intersection Replacement

Matt,

Prices are amenable. Go ahead and work this into the project.

Pat

Patrick M. Dowse, P.E.  
City Engineer  
City of La Vista  
9900 Portal Road  
La Vista, Nebraska 68128  
402-331-8927 Office  
402-331-1051 Fax  
402-981-5393 Mobile  
[pdowse@cityoflavista.org](mailto:pdowse@cityoflavista.org)

**From:** Curt Andersen <curt@swainomaha.com>  
**Sent:** Tuesday, September 10, 2019 11:13 AM  
**To:** Matthew Markham <mmarkham@olsson.com>; Tony Egelhoff <tegelhoff@olsson.com>; Troy Renken <trenken@olsson.com>; Zachary Turek <zturek@olsson.com>  
**Cc:** Pat Dowse <pdowse@cityoflavista.org>; John Kottmann <jkottmann@cityoflavista.org>  
**Subject:** 87th & Brentwood Drive Intersection Replacement

Matt:

Below is pricing for this work. Please let me know as soon as possible if it's something you want to proceed with.

- Saw Cut Full Depth – 150 lf @ \$7.00/lf
- Barricading – 1 ls @ \$500.00/ls
- Remove Pavement – 222 sy @ \$14.00/sy
- Remove Sidewalk – 270 sf @ \$2.00/sf
- 8" Pavement (L85) – 222 sy @ \$75.00/sy
- Curb Ramps – 270 sf @ \$20.00/sf
- ADA Panels (Cast Iron) – 16 sf @ \$27.50/sf

## Curt Andersen

Swain Construction, Inc.  
6002 North 89<sup>th</sup> Circle

Omaha, NE 68134

t) 402-571-1110

f) 402-571-3667



**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 1, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENT NO. 1 - OPPD TRANSMISSION LINE PERMANENT RELOCATION AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the execution of an amendment to the agreement with OPPD for the permanent relocation of OPPD overhead transmission line.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval subject to review by the City Attorney.

**BACKGROUND**

On March 6, 2018, the City Council approved an agreement with OPPD to permanently relocate the existing OPPD overhead transmission line to a route along 72<sup>nd</sup> St. and Harrison St. That work is nearing completion, and there is a need to address any future modifications or relocations, and the release/granting of easements in relation to that work. This amendment to the original agreement addresses those outstanding items.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO THE OMAHA PUBLIC POWER DISTRICT ("OPPD") 69KV TRANSMISSION LINE 26 RELOCATION AGREEMENT.

WHEREAS, on March 6, 2018, the City Council approved an agreement with OPPD to permanently relocate Overhead Transmission Line #26; and

WHEREAS, there is a need to address any future modifications or relocations and the release and/or granting of easements in relation to that work; and

WHEREAS, a proposed FIRST AMENDMENT to the OPPD 69KV Transmission Line 26 Relocation Agreement has been prepared for this purpose as presented at this meeting or on file with the City Clerk;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the FIRST AMENDMENT to the OPPD 69KV Transmission Line 26 Relocation Agreement as presented at this meeting or on file with the City Clerk is hereby approved and the Mayor and City Clerk are hereby authorized to execute said amendment on behalf of the City of La Vista, subject to review and any modifications the City Administrator determines necessary or appropriate.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER 2019.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

**AMENDMENT #1 TO AGREEMENT**  
**City of La Vista OPPD 69KV Transmission Line 26 Relocation**

This Amendment #1 to Agreement City of La Vista OPPD 69KV Transmission Line 26 Relocation by and between City of La Vista ("City") and Omaha Public Power District ("OPPD" or the "District") dated March 6, 2018 and executed the same date (hereinafter referred to as the "Relocation Agreement").

The Mayor for the City and the Director – Customer Service Government & Infrastructure of the District are authorized to make and sign administrative agreements to the aforescribed Relocation Agreement; and

The parties to this Amendment #1 to the aforescribed Relocation Agreement have agreed to modify the terms of said Relocation Agreement in the following particular items, effective upon execution of this Amendment #1 by both parties ("Effective Date"):

1. Subsequent Modification or Relocation. Upon completion of the relocation of the facilities and attached utilities described in the Relocation Agreement, if the City, or any third party, shall for any reason require or demand the modification or relocation of any such facilities or utilities, whether temporarily or permanently, then the City shall reimburse the District for any and all costs and expenses arising from and related to such modification or relocation, including, but not be limited to, all costs and expenses incurred for (i) labor and materials relating to the modification and/or relocation, (ii) acquisition of new private right of way and/or easement rights, and (iii) professional services including, but not limited to, engineering and surveying expenses; provided, however, any modification or relocation requested or required by or for the benefit of any non-governmental or non-regulatory person or entity shall be at the cost and expense of such non-governmental or non-regulatory person or entity. Commencing on the Effective Date of this Amendment #1 and continuing until the twentieth (20<sup>th</sup>) anniversary of said Effective Date, the City shall be responsible for the full reimbursement of the costs outlined in this Section to the District.
2. Easement Release. Upon completion of the Relocation Agreement, OPPD commits to review and release any unnecessary easements or unnecessary portions of easements associated with the scope of the Relocation Agreement.
  - b. Granting of Easements. The City shall grant permanent easements to OPPD over property owned by the City of La Vista where required to accomplish the relocation of the transmission line. They City Administrator is hereby authorized to execute such easements on behalf of the City in land tracts identified in exhibit 1.
3. Other than the amendments stated herein, all of the provisions of the Relocation Agreement, as amended to date, shall remain in full force and effect.

It is the intent of the parties that the provisions hereof become effective at signing.

CITY OF LA VISTA

ATTEST:

---

Pamela A. Buethe, CMC

CITY CLERK

AUTHORIZED:

---

Douglas Kindig, MAYOR

CITY OF LA VISTA, NEBRASKA

OMAHA PUBLIC POWER DISTRICT

AUTHORIZED:

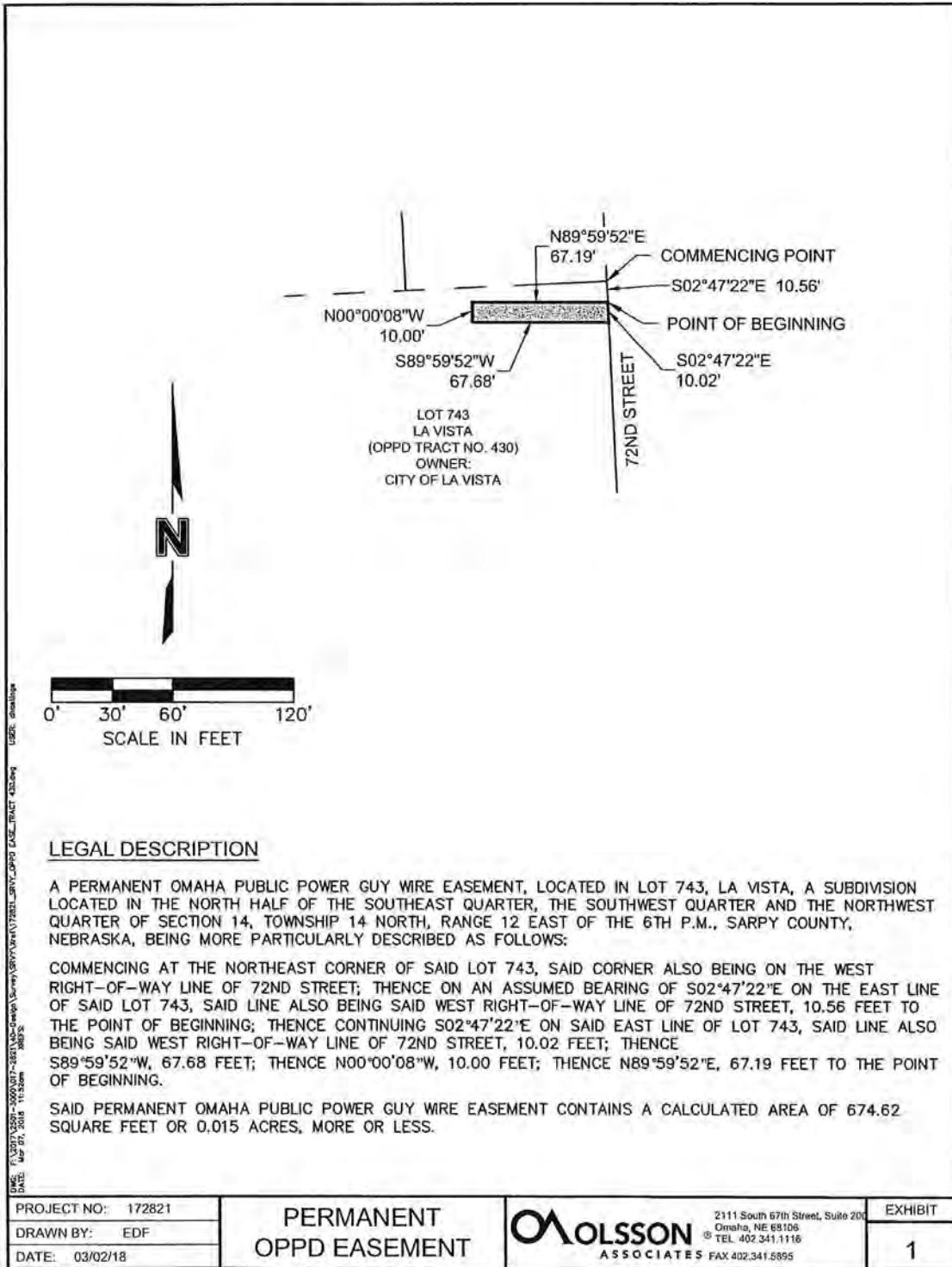
---

Steven Fanslau ,DIRECTOR – CUSTOMER SERVICE GOVERNMENT & INFRASTRUCTURE

OMAHA PUBLIC POWER DISTRICT

EXECUTED BY CITY OF LA VISTA this \_\_\_\_ day of \_\_\_\_, 2019.

EXECUTED BY OMAHA PUBLIC POWER DISTRICT this \_\_\_\_ day of \_\_\_\_, 2019.



**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 1, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ARCHITECTURAL SERVICES – PUBLIC OFFSTREET PARKING FACILITIES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the execution of Amendment No. 7 to a Professional Services Agreement with DLR Group Inc. (DLR) for additional architectural consulting services. Amendment No. 7 establishes a not-to-exceed fee of \$547,000 for design services and an estimated \$10,000 for direct reimbursable expenses added under this amendment.

**FISCAL IMPACT**

The FY 19/20 biennial budget provides funding for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

On December 20, 2016, the City Council authorized executing an agreement with DLR for schematic design phase architectural services for off-street public parking facilities. The original agreement and Amendments No. 1 through 6 pertained to Parking Structure No. 1. This Amendment No. 7 pertains to Parking Structure No. 2 which is to be located on the former Fedex/Kinko's site. It is desired to continue with DLR for design of the second parking structure since they are familiar with the City's and Developer's expectations and they performed well on Parking Structure No. 1. A detailed scope of services and fee was prepared by DLR. This document was carefully reviewed by City staff and Project Advisor, HDR, Inc. The complete agreement is available for review.

This amendment does not include construction phase services which will be determined at a later date when construction bids have been received.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AMENDMENT NUMBER SEVEN TO THE PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP, INC TO PROVIDE ADDITIONAL ARCHITECTURAL CONSULTING SERVICES RELATED TO OFF STREET PARKING FACILITY NO. 2 IN AN AMOUNT NOT TO EXCEED \$547,000.00.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional architectural consulting services related to off street parking facility no. 2 are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number seven to the professional services agreement with DLR Group, LLC to provide additional architectural consulting services; and

WHEREAS, the amendment establishes a not-to-exceed fee for \$547,000 and an estimated \$10,000 for direct reimbursable expenses; and

WHEREAS, the FY19/FY20 Biennial Budget provides funding for this project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number seven to the professional services agreement with DLR Group, LLC to provide additional architectural consulting services related to off street parking facility no. 2 in an amount not to exceed \$547,000.00.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2019.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



## *Amendment to the Professional Services Agreement*

**PROJECT: (name and address)**

10-17105-00  
La Vista City Centre Parking Facilities

**AGREEMENT INFORMATION:**

Date: November 16, 2016

**AMENDMENT INFORMATION:**

Amendment Number: 007

Date: September 19, 2019

**OWNER: (name and address)**

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

**ARCHITECT: (name and address)**

DLR Group inc.  
(a Nebraska corporation)  
6457 Frances Street, Suite 200  
Omaha, NE 68106

The Owner and Architect amend the Agreement as follows:

As defined in the attached Proposal dated September 19, 2019.

The Architect's compensation and schedule shall be adjusted as follows:

**Compensation Adjustment:**

As defined in the attached Proposal dated September 19, 2019.

**Schedule Adjustment:**

As defined in the attached Proposal dated September 19, 2019.

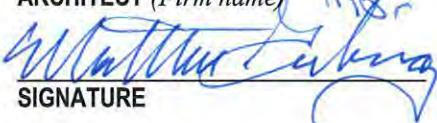
---

**SIGNATURES:**

DLR Group inc. (a Nebraska corporation)

City of La Vista

**ARCHITECT (Firm name)**

  
Matthew Gulsvig

**SIGNATURE**

Matthew Gulsvig

**PRINTED NAME AND TITLE**

September 19, 2019

**DATE**

**OWNER (Firm name)**

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**



Architecture Engineering Planning Interiors

6457 Frances Street, Suite 200  
Omaha, NE 68106

September 19, 2019

John M. Kottmann, P.E.  
City Engineer  
City of La Vista  
9900 Portal Road  
La Vista, NE 68128

Re: Project Name: La Vista City Centre Parking Structure No. 2  
DLR Group Project No.: 10-17105-00 Amendment No. 7

Dear Mr. Kottmann:

DLR Group is pleased to submit our proposal to provide professional design services for the La Vista City Centre Replat Three Parking Structure No. 2.

**Project Description:**

The La Vista City Centre Parking Structure No. 2 shall be sited on Lot 7 as defined on La Vista City Centre Replat Three.

The parking structure is anticipated to be 4 levels with a partial top (fourth) level. Approximately 495 parking stalls will be furnished on grade and/or within the parking structure. The structure façade is anticipated to be a combination of cast-in-place concrete, precast concrete and architectural decorative panels. The primary structure will be cast-in-place post-tensioned concrete. We anticipate 3 stair towers and 2 elevators (one elevator will be located in the north east stair tower and one elevator will be located in the south east stair tower). We also anticipate an open-air stair that will connect the partial top level to the level below. The parking structure will be structurally and physically independent of other adjacent buildings and structures. Current or future horizontal or vertical expansion, photovoltaic panels or skywalks (bridges) will not be accommodated in the design.

Professional Design Services will be furnished for Schematic Design, Design Development, Construction Documents and Bidding. Construction Administration Services will be furnished at a later date under a separate proposal and amendment. Estimating services will be performed by others (not DLR Group or DLR Group Consultants) in collaboration with the design team.

**Project Team:**

Architecture, Mechanical Engineering, Electrical Engineering, Video Surveillance and Screen Graphic Design:

DLR Group  
6457 Frances Street, Suite 200  
Omaha, NE 68106

Consultants:

Civil Engineering:  
Olsson  
2111 S. 67th Street, Suite 200  
Omaha, NE 68106  
Project Manager: Eric Williams  
Phone: 402-341-1116  
Email: [ewilliams@olsson.com](mailto:ewilliams@olsson.com)

Structural Engineering & Parking Garage Consultant:  
Kimley-Horn  
767 Eustis Street, Suite 100

September 19, 2019

Page 2

St. Paul, MN 55114  
Project Manager: Bill Gmiterko, PE  
Phone: 612-426-2217  
Email: Bill.Gmiterko@kimley-horn.com

**Anticipated Schedule:**

Professional Service Amendment Execution:	September 17, 2019
Schematic Design Start:	Approximately October 1, 2019
Design Development Start:	Approximately November 21, 2019
Construction Documents Start:	Approximately January 21, 2019
Issue Documents for Bidding:	Approximately March 21, 2020
Bid Date:	Approximately April 21, 2020
Construction Notice to Proceed:	Approximately May 1, 2020
Construction Substantial Completion:	Approximately August 1, 2021

\* Owner shall furnish a Survey at the latest of 2 weeks after the start of Schematic Design (October 15<sup>th</sup>, 2019) and a Geotechnical Report at the latest of 4 weeks after the start of Schematic Design (November 1<sup>st</sup>, 2019).

**Professional Design Services Fee:**

Architect and Architect's Consultants shall provide the Basic Services defined herein for a lump sum fixed fee of \$547,000. The anticipated Cost of Work (Construction Hard Costs) is \$9,600,000. We estimate \$10,000 in direct reimbursable expenses for the project team.

With your approval of this proposal, we will prepare an AIA G802-2017 "Amendment to the Professional Services Agreement" Amendment Number 7, to amend our current AIA B103-2007 "Standard Form of Agreement Between Owner and Architect" dated November 16<sup>th</sup>, 2016. DLR Group will create a new project number for the services describe herein for the La Vista City Centre Parking Structure No. 2. La Vista City Centre Parking Structure No. 1 and La Vista City Centre Parking Structure No. 2 are separate projects with different schedules, budgets and scope.

Please let us know if you have any questions and thank you for the opportunity to continue to work with you on this exciting project.

Sincerely,  
DLR Group

  
Matthew Gulsvig, AIA  
Project Manager, Senior Associate

City of La Vista

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

INIT: MWG

Encl: Exhibit A - DLR Group Hourly Billing Rates  
Exhibit B - DLR Group Prevailing Reimbursable Expenses  
Exhibit C - A1 Architectural Site Plan Dated 6/11/2019  
Exhibit D - Kimley-Horn Hourly Billing Rates  
Exhibit E - Olsson Hourly Billing Rates  
Exhibit F - Scope of Services and Percentage of Effort by Phase

cc: Melissa Spearman and Eric Kamin

**DLR GROUP HOURLY BILLING RATES**

**Exhibit A**

CATEGORY NUMBER/TITLE	CLIENT HOURLY BILLING RATES	DESCRIPTION OF CATEGORY
<b>7. SENIOR EXPERT</b>	\$365	<ul style="list-style-type: none"> <li>• Leaders who provide industry expertise to our clients' business</li> </ul>
<b>6. PROJECT/DISCIPLINE LEADER</b>	\$235	<ul style="list-style-type: none"> <li>• Senior Professionals who lead Projects and/or Disciplines</li> </ul>
<b>5. SENIOR PROFESSIONAL</b>	\$175	<ul style="list-style-type: none"> <li>• All registered or licensed Professionals with 10 years or more experience since registration.</li> <li>• All personnel in equivalent roles in related professional disciplines in which there is no registration, but who have 15 years experience in their field including 10 years experience in leadership roles in those related disciplines. Examples of these disciplines are: Accounting, Office Management, Business Development, Construction Administration, Design, Technology or similar areas of expertise.</li> </ul>
<b>4. PROFESSIONAL</b>	\$145	<ul style="list-style-type: none"> <li>• New registrants and all registered professionals with less than 10 years since registration.</li> <li>• Nonregistered Architectural, Engineering or Design personnel who have more than 15 years experience in their professional discipline and are in direct professional leadership roles in their field.</li> <li>• All personnel in equivalent roles in related professional disciplines in which there is no registration, but who have 15 years experience and are in direct leadership roles in their field. Examples of these disciplines are: Accounting, Office Management, Business Development, Construction Administration, Design, Technology or similar areas of expertise.</li> </ul>
<b>3. PROFESSIONAL SUPPORT</b>	\$115	<ul style="list-style-type: none"> <li>• New professional degreed graduates and interns who are not yet registered.</li> <li>• Nonregistered Architectural, Engineering or Design personnel who have 10 years experience in their professional discipline under the supervision of registered professionals or related discipline professionals.</li> <li>• All personnel in related professional disciplines in which there is no registration, but have 10 years experience in their field. Examples of these disciplines are: Accounting, Office Management, Business Development, Construction Administration, Design, technology or similar areas of expertise and work under the supervision of others in their field.</li> <li>• Drafters, CADD technicians, Designers and similar technicians without registration, but with 10 years experience in their professional support field.</li> </ul>
<b>2. TECHNICAL</b>	\$90	<ul style="list-style-type: none"> <li>• Nonregistered Architectural, Engineering, or Design personnel who have less than 10 years experience in their professional discipline.</li> <li>• All personnel in related professional disciplines in which there is no registration, but have less than 10 years experience in their field.</li> <li>• Drafters, CADD technicians, Designers and similar technicians without registration, but with less than 10 years experience in their professional support field.</li> <li>• All Administrative support, clerical and word processing personnel with 10 years experience.</li> </ul>
<b>1. CLERICAL</b>	\$70	<ul style="list-style-type: none"> <li>• All Administrative support, clerical and word processing personnel with less than 10 years experience.</li> </ul>

**EFFECTIVE SINCE 2015. WILL BE MAINTAINED FOR THE DURATION OF THE PROJECT UNLESS MODIFIED BY A CONTRACT AMENDMENT.**

## PREVAILING REIMBURSABLE EXPENSES

Effective January 1, 2015

### Exhibit B

<u>Description</u>	<u>Rates *</u>
Reproduction/Scanning:	
8-1/2" x 11" B&W Bond .....	\$ .10
8-1/2" x 11" Color .....	\$ 1.00
Scanning 8-1/2 x 11 (.65 SF) .....	\$ .10
11" x 17" B&W Bond.....	\$ .20
11" x 17" Color.....	\$ 2.00
Scanning 11 x 17 (1.30 SF) .....	\$ .20
15" x 21" Bond.....	\$ .35
18" x 24" Bond.....	\$ .45
24" x 36" Bond.....	\$ .90
30" x 42" Bond.....	\$ 1.35
36" x 48" Bond.....	\$ 1.85
Bond Plot for Printing (rate per S.F.).....	\$ .154/SF
Scanning 15x21 to 36x48 (2.1875 SF to 12 SF).....	\$ .55/SF
Large Format Vellum.....	\$ 1.05/SF
Large Format Mylar .....	\$ 2.15/SF
HP Plotter B&W Bond Plots .....	\$ 1.00/SF
HP Plotter B&W Vellum Plots.....	\$ 2.00/SF
HP Plotter B&W Mylar Plots.....	\$ 2.50/SF
HP Plotter Color Line Plots .....	\$ 3.25/SF
HP Plotter Color 24-lb. Bond Paper Plots .....	\$ 4.50/SF
HP Plotter Color Nonglossy 7 mil Paper Plots .....	\$ 6.00/SF
HP Plotter Color Glossy Paper Plots.....	\$10.00/SF

\* Rates include all binding, stapling, collating, maintenance, etc.  
Shipping and handling not included.

Mileage (rate per mile) .....	Prevailing Government Rate
Air Fare.....	As billed to DLR Group
Auto Rental.....	As billed to DLR Group
Other Transportation .....	As billed to DLR Group
Parking and Tolls .....	As billed to DLR Group
Meals .....	As billed to DLR Group
Lodging .....	As billed to DLR Group
Postage .....	As billed to DLR Group
Delivery Charges .....	As billed to DLR Group
Telephone (Long Distance).....	As billed to DLR Group
Materials and Supplies .....	As billed to DLR Group
Models and Renderings (Presentation) .....	As billed to DLR Group
Photographic/Film .....	As billed to DLR Group
Photographic/Typeset .....	As billed to DLR Group
Codes/Ordinances .....	As billed to DLR Group
Legal.....	As billed to DLR Group
Consultants .....	Cost plus 1.10%

Project Reimbursable Expenses will be invoiced at cost plus 1.10%, except Consultants, which will be billed as noted. Reimbursable Expenses are subject to periodic adjustment.

**DLR Group inc.**

Initialed by:

Owner \_\_\_\_\_ dated: \_\_\_\_\_

Architect \_\_\_\_\_ dated: \_\_\_\_\_



**Kimley-Horn and Associates, Inc.**  
**Hourly Rate Schedule**  
**July 1, 2019 through June 30, 2020**

<b><u>Category</u></b>	<b><u>Hourly Billing Rate</u></b>
Professional	\$115 - \$180
Senior Professional	\$170 - \$245
Senior Technical Support	\$105 - \$175
Support Staff	\$65 - \$120
Principal	\$200 - \$270
Technical Support	\$80 - \$120

OLSSON  
**NE 2019 Billing Rate Schedule**

<u>Classification</u>	<u>Billing Rate</u>
Practice/Regional Leader	\$ 248.00
Office Leader	\$ 211.00
Senior Project Manager	\$ 211.00
Client Relations Manager	\$ 211.00
Industry Expert	\$ 211.00
Technical Leader	\$ 161.00
Team Leader	\$ 178.00
Project Management Specialist	\$ 154.00
Senior Engineer	\$ 163.00
Senior Project Engineer	\$ 148.00
Project Engineer	\$ 132.00
Associate Engineer	\$ 111.00
Assistant Engineer	\$ 93.00
Senior Scientist	\$ 144.00
Senior Project Scientist	\$ 128.00
Project Scientist	\$ 113.00
Associate Scientist	\$ 93.00
Assistant Scientist	\$ 77.00
Senior Planner	\$ 144.00
Senior Project Planner	\$ 128.00
Project Planner	\$ 113.00
Associate Planner	\$ 93.00
Assistant Planner	\$ 77.00
Senior Landscape Architect	\$ 145.00
Senior Project Landscape Architect	\$ 131.00
Project Landscape Architect	\$ 116.00
Associate Landscape Architect	\$ 95.00
Assistant Landscape Architect	\$ 79.00
Senior Construction Manager	\$ 153.00
Senior Project Construction Manager	\$ 138.00
Project Construction Manager	\$ 123.00
Associate Construction Manager	\$ 102.00
Assistant Construction Manager	\$ 85.00
Design Manager	\$ 131.00
Design Technical Manager	\$ 131.00
Design Associate	\$ 104.00
Senior Technician	\$ 86.00
Associate Technician	\$ 73.00
Assistant Technician	\$ 62.00
Manager CA	\$ 120.00
Technical Manager CA	\$ 102.00
Assistant Manager CA	\$ 90.00
Senior Technician CA	\$ 82.00
Associate Technician CA	\$ 68.00
Assistant Technician CA	\$ 58.00

WILL BE MAINTAINED FOR THE DURATION OF THE PROJECT UNLESS  
MODIFIED BY A CONTRACT AMENDMENT.

## OLSSON

EXHIBIT E  
PAGE 1 OF 2

<u>Classification</u>	<u>Billing Rate</u>
Senior Surveyor	\$ 116.00
Survey Technical Manager	\$ 116.00
Surveyor	\$ 90.00
Associate Surveyor	\$ 73.00
Assistant Surveyor	\$ 59.00
Senior Administrative Coordinator	\$ 99.00
Administrative Coordinator	\$ 79.00
Administrative Assistant	\$ 68.00
Secretarial/Office Assistant	\$ 49.00
Senior Systems Specialist	\$ 151.00
Student Intern - Level 3	\$ 73.00
Student Intern - Level 2	\$ 62.00
Student Intern - Level 1	\$ 52.00
Economic Development Specialist	\$ 98.00
Economic Development Coordinator	\$ 82.00
Economic Development Associate	\$ 67.00
GIS Specialist	\$ 104.00

WILL BE MAINTAINED FOR THE DURATION OF THE PROJECT UNLESS  
MODIFIED BY A CONTRACT AMENDMENT.

**Exhibit F – Scope of Services and Percentage of Effort by Phase**

*The scope of services includes the following:*

1. La Vista City Centre Parking Structure No. 2 shall have operations and systems consistent with La Vista City Centre Parking Structure No. 1.
2. Comply with conditions of permits pertaining to jurisdictional waters of the United States in the anticipated work areas. Such permits will be obtained by others as part of the pre-grading activity on the site.
3. Meet with the City and local agencies such as utility companies, adjacent building developers, designers and general contractors for adjacent buildings for the purpose of coordination and scheduling.
4. Attend one-on-one meetings with key representatives of the City for the purpose of coordination, including discussion of designs, options, construction schedules, permitting, alternatives, costs, operation and maintenance costs of alternative construction systems and other relevant matters to installing and/or facilitating the installation of public parking facilities in an efficient and cost-effective manner.
5. Refine the conceptual plan of public off-street parking facility configurations, and proposed utility systems. Develop a conceptual plan for storm water management related to water quality measures. Geotechnical investigations will not be required for the conceptual plan phase. Conceptual plans shall address lighting, pedestrian connections, traffic control, and connectivity with adjacent redevelopment.
6. Prepare preliminary plans and specifications for the public off-street parking facilities. Preliminary plans shall include site layout and traffic patterns, grading and utility plans, floor plans indicating general traffic/pedestrian/ and egress provisions, elevation sheets indicating structure facades, preliminary structural system, preliminary system identification for mechanical and electrical systems, and proposed storm water management facilities including measures to address water quality from the new pavement areas (first half-inch of runoff for water quality). Preliminary specifications shall be in outline form identifying the proposed general conditions and list of standard technical specifications to be followed as well as a list of Special Provisions what will be written for the project.
7. Prepare preliminary recommendations and illustrations for construction phasing needed in order to coordinate with redevelopers. Coordinate with the adjacent general contractors as required for their construction access and utility needs as adjacent development will be constructed concurrently with this infrastructure.
8. Prepare final plans and specifications. Final plans shall include, but not be limited to, the following:
  - a. Site Grading Plan
  - b. Site Construction Plan
  - c. Geometric Plan of the parking structure
  - d. Architectural floor plans
  - e. Architectural elevations
  - f. Architectural cross sections and details
  - g. Finish and door schedules
  - h. Structural foundation plans
  - i. Structural framing plans
  - j. Structural details and notes
  - k. Plumbing plans
  - l. HVAC plans as necessary
  - m. Electrical lighting and power plans
  - n. Traffic control and signage
  - o. Specification book
9. Finalize the plans and specifications based upon review comments provided by the City.
10. Provide project management services including a pre-design meeting upon Notice to Proceed, regular design progress meetings (anticipate bi-weekly) plan-in-hand review meeting at preliminary plan review,

design contract administration and scheduling, coordination of design team including all sub-consultants, and development of a project schedule.

11. Attend regular coordination meetings as specified by the City (anticipate bi-weekly).

*Percentage of Effort by Phase:*

1. Schematic Design 20%
2. Design Development 30%
3. Construction Documents 40%
4. Bidding and Negotiations 10%
5. Construction Administration is not included in the scope of services at this time. Upon award of the Construction Contract a proposal will be furnished for Construction Administration Services.

**CITY OF LA VISTA**  
**MAYOR & CITY COUNCIL**  
**OCTOBER 1, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROF. ENGINEERING SERVICES – OFFSTREET PRKG. DIST. NO. 2, STRUCTURE NO. 2	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the execution of a Professional Services Agreement with Olsson, Inc. to provide surveying and geotechnical engineering services for the proposed Parking Structure No. 2 in Offstreet Parking District No. 2 in an amount not to exceed \$8,940.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval

**BACKGROUND**

Olsson, Inc. was previously retained to provide engineering services in the 84<sup>th</sup> Street public improvement project redevelopment project as a result of a consultant selection process. The proposed Parking Structure No. 2 is located in this redevelopment area and requires close coordination with the public infrastructure around the structure. It is in the best interests of the City to engage Olsson, Inc. to provide the surveying and geotechnical engineering services for the parking structure. These services are needed to facilitate the design of Structure No. 2 by DLR under a separate agreement. A detailed scope of services was prepared by Olsson, Inc. This document was carefully reviewed by City staff and Project Advisor, HDR, Inc. The complete agreement is available for review.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. FOR SURVEYING AND GEOTECHNICAL ENGINEERING SERVICES FOR THE PROPOSED PARKING STRUCTURE NO. 2 IN OFFSTREET PARKING DISTRICT NO. 2 IN AN AMOUNT NOT TO EXCEED \$8,940.00.

WHEREAS, the City Council of the City of La Vista has determined that surveying and geotechnical engineering services are necessary for the proposed Parking Structure No. 2 in Offstreet Parking District No. 2; and

WHEREAS, the FY 19/20 Biennial Budget includes funding for these services; and

WHEREAS, the agreement has a not-to-exceed cost of \$8,940.00 for the scope of services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of a professional services agreement with Olsson, Inc. for surveying and geotechnical engineering services for the proposed Parking Structure No. 2 in Offstreet Parking District No. 2 in an amount not to exceed \$8,940.00.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2019.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

September 9, 2019

City of La Vista, NE  
Attn: John Kottmann  
9900 Portal Road  
La Vista, NE 68128

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
at La Vista City Centre (the "Project")  
La Vista, NE

Dear Mr. Kottmann:

It is our understanding that City of La Vista, NE ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the Client basic services for the Project as more specifically described in Scope of Services attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing. Olsson will coordinate with DLR regarding scheduling of survey services for the project.

Olsson will endeavor to start its services on the Anticipated Start Date upon written kick off of the project from the client and to complete its services on the Anticipated Completion Date as agreed upon with the client and coordination with DLR. Anticipated Completion Dates for Survey Services are October 15, 2019 and Geotechnical Services are November 1, 2019. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## **COMPENSATION**

**Fixed Fee Phases:** Client shall pay to Olsson for the performance of the Scope of Services a fixed fee as outlined in the Scope of Services attached hereto, plus reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

**Hourly Plus Expense Phases:** Client shall pay to Olsson for the performance of the Additional Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date, if additional services are approved in writing.

## **TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 45 days from the date set forth above, unless changed by us in writing.

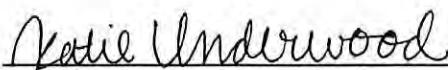
OLSSON, INC.

By



Eric Williams

By



Katie L. Underwood, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**CITY OF LA VISTA, NE**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Attachments

Scope of Services

Exhibit A

Rate Schedule

Reimbursable Expense Schedule

General Provisions

## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated **September 9, 2019** between **City of La Vista, NE** ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

### SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### DUE DILIGENCE

##### Boundary and Topographic Survey

- Topographic Survey
  - Topographic features shall be surveyed to create a surface represented by 1 foot contours. Improvements within the limits shall be located, including: buildings, roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities. The Topographic Survey limits are as follows:
    - Limits as shown on the attached **Exhibit "A"**.
  - A Utility-One-Call shall be made for the site. Utilities that are marked shall be located. Above ground visible utilities shall be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities shall be placed on the survey. Manholes shall be inverted to get the pipe size and flow lines elevations.

##### Geotechnical Exploration

###### 1. Project Understanding

Olsson understands the City of La Vista is constructing a new 4-story parking garage on Lot 7, La Vista City Centre Replat Three. The FedEx building that previously occupied this property was razed and removed in August of 2018. The property is currently occupied by a surface parking lot. A review of historical aerial photos dating back to the late 1950's indicates the site was developed in the late 1990's or early 2000's.

This exploration and report will provide final geotechnical design parameters for site grading, earthwork, and construction of the future parking garage. Pat Carlson with Kimley-Horn provided maximum building loads of 750 kips for isolated columns and 100 pounds per square foot for floor slab loads.

During the preparation of this proposal, a preliminary site plan was provided by DLR for our review. Based on topographic information available, we anticipate minimal cut or fill to reach design grades. If cut or fill depths vary significantly from those estimated by Olsson, please contact us at your earliest convenience so that we can review the scope of this proposal and determine if modifications to the boring depths, locations, or quantities are necessary. If modifications to this proposal are necessary, Olsson will review the suggested modifications with the Client and provide a revised scope and fee, as appropriate for the project design.

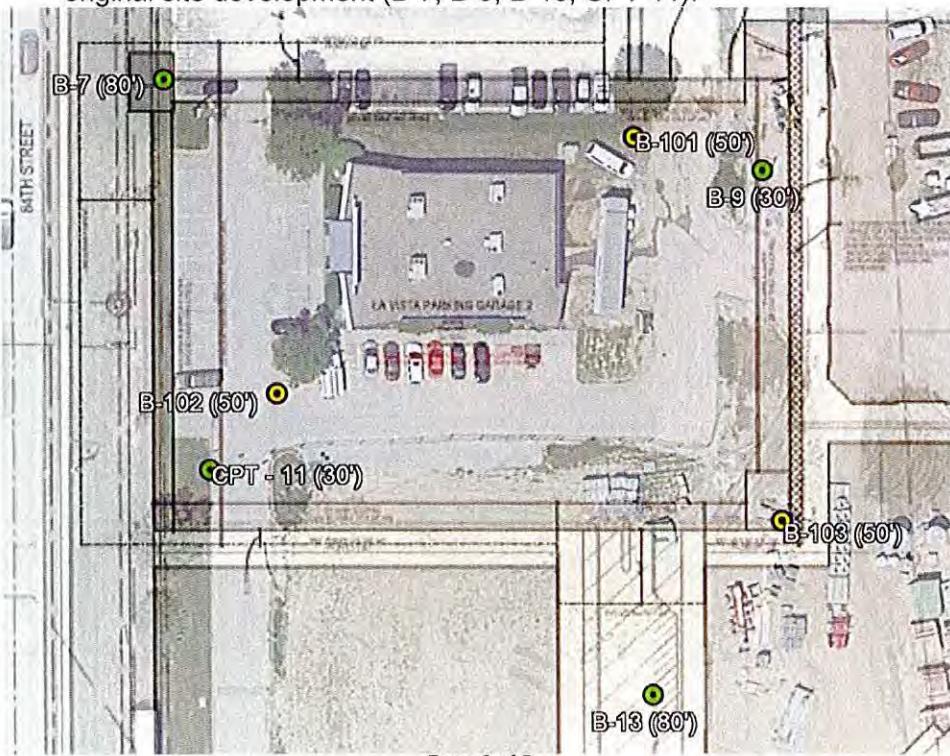
A review of soil borings B-7, B-9, B-13, and CPT-11 from Olsson's *Report of Geotechnical Exploration La Vista City Centre Project* dated September 21, 2016 indicated the soils in this area to consist of 23.0 to 28.0 feet of loess (Peoria and Loveland) underlain by glacial till. The loessial soils were described as firm to very stiff, moist to wet lean clays. Glacial soils were described as stiff to very stiff, moist to wet lean clay with varying sand content. Six feet of fill soil was encountered in boring B-7.

Olsson shall perform professional services as requested by Client pursuant to the provisions provided herein. These services will include Professional Consultation Services incidental thereto.

## GEOTECHNICAL INVESTIGATION

### 1. Field Exploration

- We propose to use a truck-mounted drill rig to complete three (3) soil boring to depths of 50 feet each for this geotechnical exploration. The soil borings will be advanced to the depths proposed or to practical auger refusal, whichever is shallower. This proposal is based on a total drilling footage of 150 linear feet.
- Boring locations and depths referenced in this proposal are shown on the following aerial photo/site plan overlay. The yellow pins indicate the proposed boring locations (B-101, B-102, B-103) for this exploration. The green pins indicate the soil borings completed during the geotechnical exploration for the original site development (B-7, B-9, B-13, CPT-11).



- We will contact the Nebraska 811 service to locate underground public utilities.
- Private utilities, if present, should be located and marked by the Client prior to the arrival of our drilling equipment and crew. Olsson cannot be responsible for damage to unknown or improperly located utilities or service connections.
- Sampling of soils will be completed in general accordance with ASTM D-1586 and ASTM D-1587 procedures.
- We will obtain groundwater measurements in the test borings at the time of drilling and again after completing the drilling operations. Once groundwater measurements are complete the borings will be filled with auger cuttings and patched with like surface materials.
- Soil boring locations will be determined using GPS coordinates, from client provided survey documents, or from measured distances from permanent site features.

## 2. Laboratory Services

- As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compression (ASTM D-2166), thin-walled tube density (ASTM D-2937), moisture content (ASTM D-2216), Atterberg limits (ASTM D-4318), Standard Proctor (ASTM D6-98), one-dimensional consolidation/swell (ASTM D-2435), or mechanical sieve analyses (ASTM D-422).

## 3. Engineering Analysis and Report Preparation

- Olsson geotechnical engineers will review Olsson's Report of Geotechnical Exploration La Vista City Centre Project dated September 21, 2016, to help develop recommendations for new foundations, earthwork, and construction.
- If required for lightly loaded structures, the report for this project will include recommendations for the design of shallow spread foundations including the maximum allowable soil bearing pressure. Recommendations for spread foundations would also include minimum footing sizes and the required frost depth or minimum bearing depth.
- Preliminary analysis and evaluation will be provided for an intermediate foundation system. If an intermediate foundation system is utilized, our recommendations would include compacted stone columns with general bearing pressures for shallow foundations supported by the intermediate stone column system. These systems would be designed by a specialty contractor.
- If required, Olsson will provide geotechnical design recommendations for the use of deep foundations for building support based on the information obtained during this exploration. Recommendations will include, but are not limited to:
  - Pile type and allowable compressive and uplift capacity.
  - Friction parameters.
  - L-Pile parameters for evaluating lateral resistance, by others, for the soil types and conditions encountered.
  - Minimum pile spacing requirements.
  - Construction or installation parameters.
- Remedial measures such as core-out and replacement of unsuitable soils, preloading, or surcharging would be addressed if these types of subgrade improvement are considered necessary in areas of new construction.
- Recommendations will be provided regarding the thickness, moisture, and compaction criteria for backfill or structural fill. Soil excavation criteria in accordance with OSHA standards will be included or referenced.

- Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
- Analysis of the soils encountered regarding shrink/swell characteristics as well as a review of potential on-site borrow sources anticipated for reuse as structural fill.
- Recommendations will be provided regarding the preparation of subgrade soils supporting concrete floor slabs including an evaluation of the laboratory test results to provide an estimated modulus of subgrade reaction.
- Seismic considerations including soil profile types.
- Lateral earth pressure parameters will be provided for the design of below grade foundation walls. Active, passive and at-rest parameters will be provided as well as the coefficient of sliding resistance and wall movements necessary to develop these pressures.

### **CONSTRUCTION SERVICES-UPON REQUEST ONLY**

The following Construction Services are anticipated for this project. Olsson will plan to coordinate with the Client after the final site plan and construction drawings are completed, and construction contract is awarded, to amend the contract accordingly to include any of the requested construction services that may be needed:

- Construction Administration
- SWPPP Inspections
- PCSMP Observation / Record Drawings
- On-Site Construction Observation / Testing / Inspections.
- Off-Site Public Improvements Construction Observation / Testing / Inspections / Reporting / As-built Record Drawings as required by the City of La Vista.

### **COMPENSATION**

Phase	Task Description	Fee Amount	Fee Type
<b>DUE DILIGENCE</b>			
110	Boundary and Topographic Survey	\$ 2,000.00	Lump Sum
135	Geotechnical Exploration	\$ 6,940.00	Lump Sum
	<b>Sub-Total <sup>(1)</sup></b>	\$ 8,940.00	
	<b>TOTAL CONTRACT <sup>(1)</sup></b>	\$ 8,940.00	

(1)Includes reimbursable expenses.

#### **Project Assumptions**

We have made several assumptions in the preparation of this proposal. These assumptions are as follows:

- Civil plans are provided under separate contract.
- All permit fees will be by Client or their representatives.
- Any meetings necessary meetings with DLR for the scope noted above are included in the total fee amount.

#### **Exclusions**

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

- Entitlements.
- Construction Documents.
- As-built drawings/certifications.
- Additional easement legal descriptions and exhibits outside the scope of the proposal and fees.
- Items not specifically included in the Scope of Services above.

OPEN AIR AND ALLOWABLE OPEN AREA BASED ON FIRE SEPARATION DISTANCE						
Direction	Perimeter (LF)	Door Height (FT)	Per Area (SF)	Allowable Openings (SF)	Actual Max Opening Area (SF)	Notes
North	57	11	677	100%	677	375.1
North	75	11	875	25%	219	44.1
West	75	11	875	25%	219	125.2
South	17	11	187	100%	187	18.7
South	58	11	662	100%	662	34.1
South	66	11	1,815	100%	1,815	182
East	160	11	1,762	100%	1,762	176
Total	894		8,844		2,757	
					31.1%	

**Notes:**

1. 60% is based on Beam, Bumper Wall and Guardrail. See Schematic Elevation and Section.
2. N Open will be reduced by screening.
3. Required to be a Minimum of 25% 2012 IBC 406.5.2
4. Allowable Opening Area based on Fire Separation Distance 2012 IBC Table 708.8
5. Reference 2012 IBC 406.5 for Open Parking Garages

**EXHIBIT A  
APPROXIMATE  
TOPOGRAPHY LIMITS**

**DLR Group**  
Architects

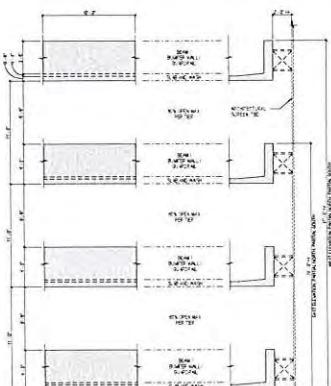
**NOT FOR  
CONSTRUCTION.**

**LA VISTA CITY CENTRE**  
PARKING GARAGE 2

PRECISION  
1/125

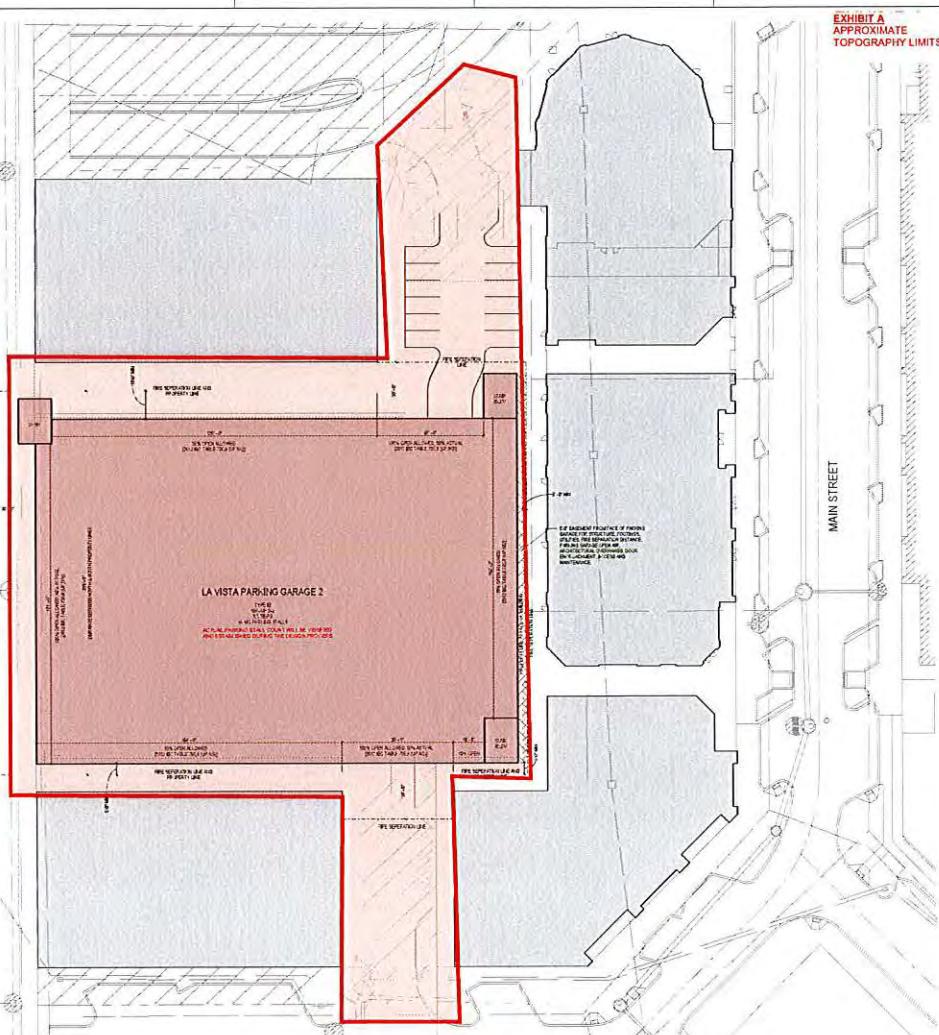
10-18-41  
ARCHITECTURAL  
SITE PLAN

**A1**



**PRELIMINARY ELEVATION AND SECTION**

**SITE PLAN**



**EXHIBIT A  
APPROXIMATE  
TOPOGRAPHY LIMITS**

**DLR Group**  
Architects

**NOT FOR  
CONSTRUCTION.**

**LA VISTA CITY CENTRE**  
PARKING GARAGE 2

PRECISION  
1/125

10-18-41  
ARCHITECTURAL  
SITE PLAN

**A1**

## OLSSON BILLING RATE SCHEDULE

### 2019 LABOR RATES

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

**Note:**

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

## REIMBURSABLE EXPENSE SCHEDULE

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

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

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

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 21, 2016 between La Vista Community Development Agency ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

**2.1** Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

**2.2** If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

**2.2.1** Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

**2.2.2** Services to make measured drawings of or to investigate existing conditions of facilities.

**2.2.3** Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

**2.2.4** Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

**2.2.5** Providing renderings or models.

**2.2.6** Preparing documents for alternate bids requested by Client.

**2.2.7** Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

**2.2.8** Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

**2.2.9** Services necessary due to the Client's award of more than one prime contract for the Project(s). services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

**2.2.10** Services in connection with staking out the work of contractor(s).

**2.2.11** Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

**2.2.12** Preparation of operating and maintenance manuals.

**2.2.13** Services to redesign some or all of the Project(s).

**2.2.14** Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

**2.2.15** Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

**2.3** Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

**2.3.1** Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

**2.3.2** Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or Indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings,探井 or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials,

encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Except as expressly provided in the Scope of Services, providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and

programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign preprinted form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that

the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 'Record Documents': Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default.

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall

grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

Deleted

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ('Work Product'), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### 7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3.

If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost

to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

### 7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

### 7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

### 7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

### 7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

### 7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information

confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the 'Disclosing Party') unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

## 7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and

against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

**7.9.5.2** In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

#### **7.10 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

#### **7.11 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

#### **7.12 Assignment**

**7.12.1** Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

**7.12.2** Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

**7.12.3** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be

for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

#### **7.13 Indemnity**

**7.13.1** Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

**7.13.2** Notwithstanding anything in this Agreement to the contrary:

1. Any terms or conditions of this Agreement in which Client agrees to indemnify, release, or hold harmless Olsson shall be subject to the Nebraska Political Subdivisions Tort Claims Act, including liability limitations thereunder; and
2. Any agreement of a party ("Indemnitor") to indemnify, defend, release, or hold harmless any other party ("Indemnitee") shall be limited to claims, liabilities, costs, or expenses solely and proximately caused by the Indemnitor's negligence and shall be limited to and not exceed coverages or amounts provided or paid pursuant to insurance policies maintained by Indemnitor.,

#### **7.14 Limitation on Damages**

**7.14.1** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

**7.14.2** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

**7.14.3** Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law with respect to any liabilities, injuries, claims, losses, expenses, damages, or claims expenses covered by insurance policies maintained by Olsson, Olsson's total liability to the Client for any and all such injuries, claims, losses, expenses,

damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's insurance limits. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s),

whether subsequent to or prior to the execution of this Agreement.

#### **7.15 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-

741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

#### **7.16 Insurance**

Olsson agrees to provide the following:

Workers' Compensation	Statutory – per state law
Employer's Liability	\$1,000,000/Each Accident
General Liability	\$2,000,000/Occurrence \$5,000,000/Aggregate
Automobile Liability Single Limit for BI/PD	\$1,000,000 Combined
Professional Liability	\$3,000,000 Each Claim & Aggregate

#### **7.17 Entire Agreement**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

P:\GENERAL PROVISIONS.docx

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 1, 2019 AGENDA**

Subject:	Type:	Submitted By:
CONTRACT AWARD – EROSION CONTROL MAINTENANCE – 84 <sup>TH</sup> STREET REDEVELOPMENT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN PUBLIC WORKS

## SYNOPSIS

A resolution has been prepared to award a contract to Commercial Seeding Contractors for Erosion Control Maintenance in the 84<sup>th</sup> Street Redevelopment Area in an amount not to exceed \$40,880.00.

## FISCAL IMPACT

The FY19/20 Biennial Budget includes funding for various Civic Center Park improvements.

## RECOMMENDATION

## Approval

## BACKGROUND

On September 3, 2019, the City Council authorized taking bids for this project. A Notice to Contractors was sent to seven contractors that typically perform this type of work. Three contractors expressed interest and received plans and specifications. The bid date was September 20, 2019 at 10:00 am. No bids were received. Contact was made with the contractors that previously indicated an interest in bidding and the bid date was extended to September 24, 2019. At that time two bids were received.

Commercial Seeding Contractors	\$40,880.00
GSEC, LLC	\$54,105.00

Commercial Seeding Contractors is a qualified contractor and it is recommended that a contract be awarded to them in an amount not to exceed \$40,880.00.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO COMMERCIAL SEEDING CONTRACTORS, VALLEY, NEBRASKA FOR EROSION CONTROL MAINTENANCE IN THE 84TH STREET REDEVELOPMENT AREA AN AMOUNT NOT TO EXCEED \$40,880.00.

WHEREAS, the City Council of the City of La Vista has determined that erosion control maintenance in the 84<sup>th</sup> Street Redevelopment Area is necessary; and

WHEREAS, the FY19/FY20 Biennial Budget provides funding for the proposed maintenance; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to Commercial Seeding Contractors, Valley, Nebraska for Erosion Control Maintenance in the 84<sup>th</sup> Street Redevelopment Area in an amount not to exceed \$40,880.00.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2019.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

**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 A CLASS D LIQUOR LICENSE FOR QUICKTRIP CORPORATION DBA QUICKTRIP IN LA VISTA, NEBRASKA.

WHEREAS, QuickTrip Corporation dba QuickTrip, 11626 Virginia Plaza, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D 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 a Class D Liquor License submitted by QuickTrip Corporation dba QuickTrip, 11626 Virginia Plaza, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2019.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



**LA VISTA POLICE DEPARTMENT  
INTER-DEPARTMENT MEMO**

---

**TO:** Pam Buethe, City Clerk

**FROM:** Chief Robert S. Lausten

**DATE:** September 17, 2019

**RE:** LOCAL BACKGROUND- LIQUOR LICENSE- MANAGER  
QUICKTRIP CORPORATION

**CC:**

---

The police department conducted a check of computerized records for criminal conduct regarding the applicants for the Liquor License and Manager application. Manager applicant Brock Thornton has no record in Sarpy County.

As with all Nebraska Retail Liquor Licenses, I am asking that the applicant strictly conform to Nebraska Liquor Control Commission rules and regulations under (Sec 53-131.01) Nebraska Liquor Control Act.

APPLICATION FOR LIQUOR LICENSE  
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.nebraska.gov/](http://www.lcc.nebraska.gov/)

RECEIVED

AUG 6 9 2019

NEBRASKA LIQUOR  
CONTROL COMMISSION

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES**  
**CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE - MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 - October 31

All other licenses run from May 1 - April 30

Catering license (K) expires same as underlying retail license

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**

Commission will call this person with any questions we may have on this application

Name Danielle M. Dring

Phone number: 402-392-0101

Firm Name Smith, Slusky, Pohran & Rogers, LLP

**PREMISES INFORMATION**Trade Name (doing business as) QuikTripStreet Address #1 11626 Virginia Plaza

Street Address #2 \_\_\_\_\_

City La VistaCounty SarpyZip Code 68128Premises Telephone number Pending. Site is under constructionBusiness e-mail address dist-taxaccounting@quiktrip.comIs this location inside the city/village corporate limits: YES  NO 

Mailing address (where you want to receive mail from the Commission)

Name QuikTrip CorporationStreet Address #1 Attn: LicensingStreet Address #2 P.O. Box 6475City TulsaState OKZip Code 74101-3475**DESCRIPTION AND DRAWING OF THE STRUCTURE TO BE LICENSED****READ CAREFULLY**

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.

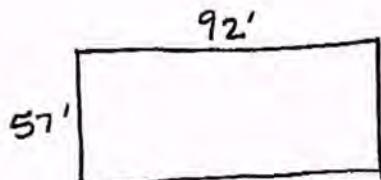
\*\*For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length \_\_\_\_\_ x width \_\_\_\_\_ in feet

Is there a basement? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

Is there an outdoor area? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



## APPLICANT INFORMATION

### 1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

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. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

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
Brock Thornton			Traffic Violations	Please see attached

2. Are you buying the business of a current retail liquor license?

YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES  NO

If yes, give name and license number \_\_\_\_\_

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES  NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP 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  
If yes, explain. (all involved persons must be disclosed on application)

---

**No silent partners**

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 premises 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)

Provide letter of support or opposition, see FORM 134 - church or FORM 135 - campus

---

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.

**Wells Fargo Bank, in Des Moines, Iowa, Authorized Individual: Eric Nicholas**

---

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.

**Attached you will find a record of licenses applied for and obtained**

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:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Brock Thornton	09/2018	Permit #RB-0100910

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Brock Thornton - Manager	1994	QuikTrip Omaha

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 \_\_\_\_\_  
 Deed  
 Purchase Agreement

14. When do you intend to open for business? As soon as practical after construction is complete

15. What will be the main nature of business? gas station and convenience store

16. What are the anticipated hours of operation? 24 hours a day/365 days per year

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS: APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Chester E. Cadieux, Ill: Tulsa, OK	1994	2019	Casie L. Cadieux	1994	2019
Brock Thornton: Ankeny IA and Omaha, NE	2002	2019	Divorced		

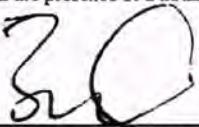
If necessary attach a separate sheet.

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.

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See [guideline](#) for required signatures



Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

**Brock Thornton**

Print Name

Print Name

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

Print Name

Print Name

#### ACKNOWLEDGEMENT

State of Nebraska

County of Douglas

08-21-19

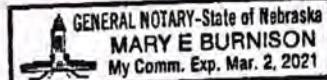
date

by Brock Thornton

The foregoing instrument was acknowledged before me this

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

Mary E Burnison  
Notary Public signature



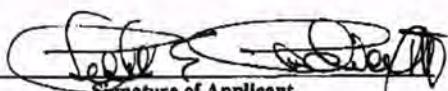
In compliance with the ADA, this application is available in other formats for persons with disabilities.  
A ten day advance period is required in writing to produce the alternate format.

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.

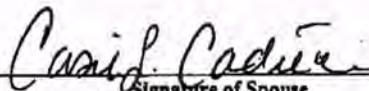
Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person 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.

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See [guideline](#) for required signatures



Signature of Applicant



Signature of Spouse

Chester E. Cadieux, III

Print Name

Casie L. Cadieux

Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

#### ACKNOWLEDGEMENT

State of Nebraska- Oklahoma

County of Tulsa

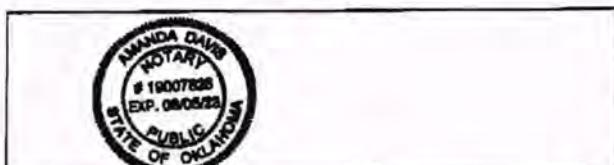
8-14-19

date

The foregoing instrument was acknowledged before me this  
Chester E. Cadieux, III and Casie L. Cadieux

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

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.

Select Language▼

All State Agencies | All State Services |

## Nebraska Judicial Branch

## Case Summary

In the County Court of Douglas County  
The Case ID is TR 02 0007902  
Citation No.: DC 1013782  
State v. Brock A Thornton  
Classification: Statute  
Filed on 04/04/2002 by City Prosecutor of Omaha  
This case is Closed as of 04/12/2002  
It was disposed as Guilty Plea/Admission in court  
Original appearance date 05/01/2002 at 09:00  
Abstract of Judgment sent to Department of Motor Vehicles

## Parties/Attorneys to the Case

Party	Attorney
Plaintiff ACTIVE	
State of Nebraska	
Defendant ACTIVE	
Brock A Thornton	
7225 S 145 , apt.#25	
Omaha	NE 68138
Date of Birth is	Drivers License is

## Offense Information

Count Charge Offense Class  
01 Speeding 16-20 MPH Municipal ; Infraction  
AMENDED TO...Speeding 11-15 MPH County/State ; Infraction  
Offense Date is 03/20/2002  
Plea is Guilty/Admit  
Finding is Guilty  
Sentence includes:  
State Fine of \$75.00

## Arresting Officers

Agency	Officer
Omaha Police Department	Vincent J Salerno

## Court Costs Information

Incurred by	Account	Date	Amount
Defendant	Filing Fees	04/04/2002	\$18.00
Defendant	J.R.F.	04/04/2002	\$1.00

## Nebraska Judicial Branch - Case Search

Page 2 of 2

Incurred By	Account	Date	Amount
Defendant	L.E.I.F.	04/04/2002	\$2.00
Defendant	Legal Aid/Services Fund	04/04/2002	\$2.00

## Financial Activity

No trust money is held by the court  
 No fee money is held by the court

## Payments Made to the Court

Receipt	Type	Date	For	Amount
588815	Cash	04/12/2002	Thornton, Brock, A	\$98.00
			Filing Fees	\$18.00
			J.R.F.	\$1.00
			L.E.I.F.	\$2.00
			Legal Aid/Services Fund	\$2.00
			State Fines	\$75.00

## Register of Actions

04/12/2002 Case Closed

04/12/2002 Progression to Disposition

04/12/2002 Sentencing  
fines and cost cl

04/12/2002 Abstract sent to DMV

04/04/2002 Citation  
This action initiated by party State of Nebraska

**Nebraska Judicial Branch****Case Summary**

In the County Court of Douglas County  
 The Case ID is TR 02 0007902  
 Citation No.: DC 1013782  
 State v. Brock A Thornton  
 Classification: Statute  
 Filed on 04/04/2002 by City Prosecutor of Omaha  
 This case is Closed as of 04/12/2002  
 It was disposed as Guilty Plea/Admission in Court  
 Original appearance date 05/01/2002 at 09:00  
 Abstract of Judgment sent to Department of Motor Vehicles

**Parties/Attorneys to the Case**

Party	Attorney
Plaintiff ACTIVE State of Nebraska	
Defendant ACTIVE Brock A Thornton 7225 S 145 , apt.#25 Omaha, NE 68138	
Date of Birth is	Drivers License is

**Offense Information**

Count	Charge	Offense Class
01	Speeding 16-20 MPH Municipal	Infraction
AMENDED TO...	Speeding 11-15 MPH County/State	Infraction
	Offense Date is 03/20/2002	
	Plea is Guilty/Admit	
	Finding is Guilty	
	Sentence includes: State Fine of	\$75.00

**Arresting Officers**

Agency	Officer
Omaha Police Department	Vincent J Salerno

**Court Costs Information**

Incurred By	Account	Date	Amount
Defendant	Filing Fees	04/04/2002	\$18.00
Defendant	J.R.F.	04/04/2002	\$1.00
Defendant	L.E.I.F.	04/04/2002	\$2.00
Defendant	Legal Aid/services Fund	04/04/2002	\$2.00

**Financial Activity**

No trust money is held by the court  
No fee money is held by the court

**Payments Made to the Court**

Receipt	Type	Date	For	Amount
588815	cash	04/12/2002	Thornton, Brock, A	\$98.00
			Filing Fees	\$18.00
			J.R.F.	\$1.00
			L.E.I.F.	\$2.00
			Legal Aid/Services Fun	\$2.00
			State Fines	\$75.00

**Register of Actions**

04/12/2002 case Closed

04/12/2002 Progression to Disposition

04/12/2002 Sentencing  
fines and cost cl

04/12/2002 Abstract Sent to DMV

04/04/2002 Citation  
This action initiated by party State of Nebraska

## Iowa Courts Online Search

[Back](#)[Help](#)  
[Home](#)  
[New Search](#)

Trial Court [Statewide]

Case ID	Title	Name	DOB	Role
01071_STE0000715	STATE OF IOWA vs THORNTON	THORNTON, BROCK A		DEFENDANT
01071CFNTCF099972	CF vs THORNTON, BROCK A	THORNTON, BROCK A		DEFENDANT
01071WTST00143241	CITY OF WATERLOO vs THORNTON	THORNTON, BROCK A		DEFENDANT
02641_STP303023	STATE OF IOWA vs THORNTON, BROCK ALLEN	THORNTON, BROCK ALLEN		DEFENDANT
05771_CDCCD055840	BROCK THORNTON V HEATHER M THORNTON	THORNTON, BROCK		PETITIONER
05771DMSTA0294715	DES MOINES VS THORNTON, BROCK ALLEN	THORNTON, BROCK ALLEN		DEFENDANT
05911_STA0030639	STATE OF IOWA vs THORNTON, BROCK ALLEN	THORNTON, BROCK ALLEN		DEFENDANT
06521_ST110MCH7	STATE OF IOWA vs THORNTON, BROCK A	THORNTON, BROCK A		DEFENDANT
06571CRSTCR077253	CITY OF CEDAR RAPIDS vs THORNTON, BROCK ALLEN	THORNTON, BROCK ALLEN		DEFENDANT

CN=John Q Public,O=JUDICIAL

[Logon](#) [Register](#)

Certain details of case data are only shown to subscribers. You may logon at this time if you are a subscriber, or you may become a subscriber by registering at this time. There is a \$25.00 per month subscription fee.

For exclusive use by the Iowa Courts  
© State of Iowa, All Rights Reserved

## Iowa Courts Online Search

Trial Court [Statewide]

Case ID	Info	Name
01071_STAB006715	STATE OF IOWA vs THORNTON	THORNTON, BROCK A
01071CPNTGY099872	CF vs THORNTON, BROCK A	THORNTON, BROCK A
01071W78200143241	CITY OF WATERLOO vs THORNTON	THORNTON, BROCK A
02841_STPB030223	STATE OF IOWA vs THORNTON, BROCK ALLEN	THORNTON, BROCK ALLEN
03721_CDGD053840	BROCK THORNTON V HEATHER M THORNTON	THORNTON, BROCK
03771DM87A0284715	DEB MORGES VS THORNTON, BROCK ALLEN	THORNTON, BROCK ALLEN
05911_STAG030639	STATE OF IOWA vs THORNTON, BROCK ALLEN	THORNTON, BROCK ALLEN
06821_ST110MCH7	STATE OF IOWA vs THORNTON, BROCK A	THORNTON, BROCK A
08171CR87CRA77162	CITY OF CEDAR RAPIDS vs THORNTON, BROCK ALLEN	THORNTON, BROCK ALLEN

[Login](#) [Register](#)

Certain details of case data are only shown to subscribers. You may logon at this time if you are a subscriber, or you may become a subscriber by registering at this time.

For exclusive use by the Iowa Courts  
© State of Iowa, All Rights Reserved



Iowa Courts Online Search

---

**Trial Court Case Details**

11

Back

Document Type	Document ID	Document Title	Document Description
Report	Report-001	Annual Report 2023	Annual financial report for the year 2023.
Contract	Contract-002	Supply Agreement	Agreement for the supply of raw materials.

Charges: Dispossession, Summons  
Title: CP vs TECRONTON, BROCK A  
Case: 0101CENTCR059972 (BLACK HAWK)  
Chiro. Number: CP099972

Defendant: THORNTON, BROCK A.

Charge:	CRIMINAL TO STOP IN ASSURED CLEAR DIST	Description:	CRIMINAL TO STOP IN ASSURED CLEAR DIST
Offense Date:	07/12/2005	Arrest Date:	07/12/2005
WPS Number:		Agency Type:	
<b>Arrest Information</b>			
Charge:	CRIMINAL TO STOP IN ASSURED CLEAR DIST	Description:	CRIMINAL TO STOP IN ASSURED CLEAR DIST
Adj:	INDIGULITY	Adj. Date:	07/12/2005
Adj Judge:	MEANT, INDIGUL.		
Offense:			
<b>Offense</b>			
Charge:	CRIMINAL TO STOP IN ASSURED CLEAR DIST	Description:	CRIMINAL TO STOP IN ASSURED CLEAR DIST
Offense Date:	07/12/2005	Arrest Date:	07/12/2005
Agency:		Agency:	
Booking Type:		Attorney:	
Booked Date:		Driver:	
Entered:	X	Date:	
Non-Jurisdiction:	X		
Non-Jurisdiction:			
Comments:		Description:	

---

Iowa Courts Online Search

**Trial Court Case Details**

Smith-Bentley

PAPERS

| [Section] | [Section] | [Text] |
|-----------|-----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| [Section] | [Section] | [Text] |

Charge, Disposition, Sentence  
Title: CITY OF WATERLOO v. THORNTON  
Case: 01OTWTF1001-43241 (BLACK HAWK)  
Chitton Number: 001-2241

Title: CITY OF WATERLOO vs THORNTON  
Case #01TW131001-43241 (BLACK HAWK)  
Clinton Number: 00142241

### Defendant:

THORNTON, BROCKA

101

11

WATER USE IN AGRICULTURE

卷之三

Addendum

www.99book.com

LAURENTIAN UNIVERSITY LIBRARIES

Comment

Science

SUSTAINABLE  
MANUFACTURING

Appendix

### Reading Types

142 *U. K. Denslow*

Eine Auszeit.

SCHNEIDER

## Iowa Courts Online Search

### Trial Court Case Details

Search Results  
Link  
Printed Page

Item	Value	Detail
Case Number	02611873400 (MARSHALL)	Search Details
Charge, Description, Sentence	THEFT OF IOWA, v. THORNTON, BROCK ALLEN	Printed Details
Date	02/05/1994	Printed Details
Defendant	THORNTON, BROCK ALLEN	Printed Details

Item	Value	Detail
Case Number	02611873400 (MARSHALL)	Search Details
Charge	312.285-C	Printed Details
Offense Date	02/05/1994	Printed Details
DPS Number		Printed Details

Item	Value	Detail
Case Number	02611873400 (MARSHALL)	Search Details
Charge	312.285-C	Printed Details
Att/Def	IND-DEF/ATTY	Printed Details
Att/Def Date	02/05/1994	Printed Details

Item	Value	Detail
Case Number	02611873400 (MARSHALL)	Search Details
Charge	312.285-C	Printed Details
Sentence Date	02/05/1994	Printed Details
Aggrav.		Printed Details
Facility Type		Printed Details
Probation		Printed Details
Prob/Probab.		Printed Details
Prob/Probab.		Printed Details
Comments		Printed Details

Item	Value	Detail
Case Number	02611873400 (MARSHALL)	Search Details
Charge	SPREADING SS OR UNARMED ZONE (11 THRU 15 OVER)	Printed Details
Offense Date	02/05/1994	Printed Details
DPS Number		Printed Details

Item	Value	Detail
Case Number	02611873400 (MARSHALL)	Search Details
Charge	SPREADING SS OR UNARMED ZONE (11 THRU 15 OVER)	Printed Details
Att/Def	IND-DEF/ATTY	Printed Details
Att/Def Date	02/05/1994	Printed Details

Item	Value	Detail
Case Number	02611873400 (MARSHALL)	Search Details
Charge	SPREADING SS OR UNARMED ZONE (11 THRU 15 OVER)	Printed Details
Sentence Date	02/05/1994	Printed Details
Aggrav.		Printed Details
Facility Type		Printed Details
Probation		Printed Details
Prob/Probab.		Printed Details
Prob/Probab.		Printed Details
Comments		Printed Details

## Iowa Courts Online Search

Trial Court Case Details

Search Results

Back

Print Page

Document	Parties	Date Filed	Filing	Disposition/Order	Print Document
Batch	Document	Date Filed	Entered/Entered	Print/Print	Print Document

Charge, Dispositions, Sentences

Title: DEB MCNELL VS THORNTON, BROCK ALLEN

Date: 05/11/2009 Status: 07/15 (POLK)

Case Number: 2284665011000537

Defendant:

THORNTON, BROCK ALLEN

Court ID	Charge	Date Filed	Description	Disposition	Print Document
	Charge	DAW14-26501-C		AUTO SPEEDING 304050 ZONE 01 THRU 150	Print Document
	Offense Date	11/02/2009	Arrest Date	Arrest Type	Print Document
	Def Number				Print Document
Att/Def	Charge	DAW14-26501-C	Description	AUTO SPEEDING 304050 ZONE 01 THRU 150	Print Document
Att	Adm.	DAW14-26501-C	Adm Date:	11/02/2009	Print Document
Att/Def	Adm.	GUILTY - NEGOTIATED VOLUNT PLEA			Print Document
Comments	Sentences	Date Filed	Description	Disposition	Print Document
	Charge	DAW14-26501-C		AUTO SPEEDING 304050 ZONE 01 THRU 150	Print Document
	Dismiss Date	11/02/2009	Dismiss	PONE	Print Document
	Agent		Att/Def		Print Document
	Def/Att Type		Attorney		Print Document
	Def/Att Name		Drug		Print Document
	Def/Att Address		Domestic		Print Document
	Def/Att Phone		Domestic		Print Document
	Comments		Domestic		Print Document

# Iowa Courts Online Search

## Trial Court Case Details

[Information] Edition	Print [Information] Edition	[Printed] [Printed]	Printed/Not Printed Print/Print
--------------------------	-----------------------------------	------------------------	------------------------------------

Charger, Department, Remandee:  
Title: STATE OF IOWA, vs. THORNTON, BROCK ALLEN  
Case: 09911 STAD090639 (WARMER)  
Citation Number: P020641110092104164

Defendant: THORNTON, BROCK ALLEN

Court: 01

Charge	Description	Spelling
Charge	321.265-2	SPEDING OVER 35 ZONE (1) PER
Offense Date	10/09/2011	Actual Date
Offense Number		Actual Type
Disposition	Description	Spelling
Charge	321.265-2	SPEDING OVER 35 ZONE (1) PER
Adj.	Adj Date	10/09/2011
Adj-Judge		
Offense	Description	Spelling
Statute	321.265-2	SPEDING OVER 35 ZONE (1) PER
Charge		Actual Date
Offense Date	10/09/2011	Actual Type
Disposition	Description	Spelling
Appeal:	Not Appeal	SPEDING OVER 35 ZONE (1) PER
Family Type		
Indictment		
Indictor:		
Is Dismissed:		
File Amend:		
Comments:		

Search Results  
Next

Print/Print

## Iowa Courts Online Search

## Trial Court Case Details

[Event/Detail]	Print	[Case-Title]	[Print]	Printed in PDF	Printed in HTML
Details	[Print]	Details	Print	Details	Print

Charge, Disposition, Sentences  
 Title: STATE OF IOWA vs THEORTON, BROCK A.  
 Case: 06G21 811046CH (JOHNSON)  
 Citation Number: 11084CH

Defendant: THEORTON, BROCK A.

Court: 01

Charge  
 Charge  
 Offense Date:  
 DPS Number:

Description:  
 321.265-H  
 09160005

Description:  
 Arrest Date:  
 Agency Type:

Description:  
 321.265-H  
 09160005

Disposition  
 Charge  
 Adjudic.  
 Adjudic.  
 Charge

Description:  
 321.265-H  
 GUILTY - NO CONTAVIABLE PLEA

Description:  
 Adjudic  
 Agency:

Description:  
 321.265-H  
 09160005

Disposition  
 Charge  
 Sentence Date:  
 DPS Number:

Description:  
 Sentence  
 DPS Number:

Description:  
 Sentence  
 DPS Number:

Disposition  
 Charge  
 Adjudic.  
 Adjudic.  
 Charge  
 Sentence Date:  
 DPS Number:

Description:  
 Sentence  
 DPS Number:

Description:  
 Sentence  
 DPS Number:



A list of all past and present liquor licenses held in Nebraska or any other state by any person named in this application is on file with the City Clerk.

QuikTrip Store	Address	License Holder	License #	Termination, if any
QuikTrip 596	5005 S. 108 <sup>th</sup> Street, Omaha, NE 68137 402-592-9131	Brock J. Thornton	032477	
QuikTrip 579	1704 S. 72 <sup>nd</sup> Street, Omaha, NE 68124 402-391-2904	Brock J. Thornton	033224	5/19/18 – sell alc/minors; 9/20/18 – suspend license; 10/12/18 – pay fine
QuikTrip 594	715 Saddle Creek Rd, Omaha, NE 68106 402-561-0694	Brock J. Thornton	036645	Suspended 11/21/2002 – fine paid 12/5/2002
QuikTrip 588	4212 84 <sup>th</sup> Street, Omaha, NE 68127 402-935-7959	Brock J. Thornton	040529	
QuikTrip 586	1311 Fort Crook Rd. N Bellevue, NE 68005 402-738-9237	Brock J. Thornton	043524	Sell Alc. To Minors 2/19/2000; Cited 4/18/2000; Suspended 5/15/2000 – fine paid 6/6/2000; Sell Alc. To Minors 6/14/2006; Cited 10/19/2006; Suspended 11/6/2006 – fine paid 11/22/2006; Sell Alc. To Minors 12/20/2006; Cited 4/12/2007; Subpoena, guilty plea, subpoena release 4/12/2007; Suspended 5/8/2007 – fine paid 5/25/2007;
QuikTrip 599	13007 Q Street, Omaha, NE 68137 402-861-6870	Brock J. Thornton	049789	
QuikTrip 587	4404 N. 72 <sup>nd</sup> Street, Omaha, NE 68134 402-571-1302	Brock J. Thornton	061678	Sell Alc. To Minors 5/25/2006; Cited 8/1/2006; Suspended 8/7/2006 – fine paid 8/17/2006; Sell Alc. To Minors 11/21/2008; Guilty plea 7/6/2009; Cited 7/16/2009; Suspended 8/7/2009 – fine paid 9/4/2009;
QuikTrip 580	6045 L Street, Omaha, NE 68117 402-731-0110	Brock J. Thornton	061680	

QuikTrip 585	4720 Hamilton Street Omaha, NE 68132 402-556-7430	Brock J. Thornton	070743	
QuikTrip 597	8727 Maple Street Omaha, NE 68134 402-391-2650	Brock J. Thornton	083481	
QuikTrip 589	5305 N. 103 <sup>rd</sup> St. Omaha, NE 68134 402-498-4482	Brock J. Thornton	092612	
QuikTrip 576	3201 L Street Omaha, NE 68107 402-731-2046	Brock J. Thornton	121916	
QuikTrip	11105 Sapp Brothers Drive Omaha, NE 68134 402-895-6488	Brock J. Thornton	122988	
QuikTrip	11910 West Dodge Road Omaha, NE 68154 402-493-4111	Brock J. Thornton	122989	

**APPLICATION FOR LIQUOR LICENSE  
CORPORATION  
INSERT - FORM 3a**

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

Office Use

**RECEIVED**

AUG 09 2019

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders 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 Incorporation

Name of Registered Agent: CT Corporation System

Name of Corporation that will hold license as listed on the Articles

QuikTrip Corporation

Corporation Address: 4705 S. 129th E. Avenue

City: Tulsa State: OK Zip Code: 74134

Corporation Phone Number: 918-615-7700 Fax Number: 918-615-7444

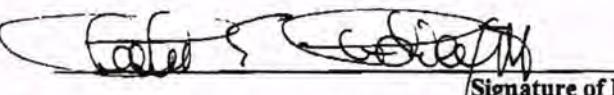
Total Number of Corporation Shares Issued: \_\_\_\_\_

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: Cadieux, III First Name: Chester MI: E

Home Address: 1406 Terrace Drive City: Tulsa

State: OK Zip Code: 74101 Home Phone Number: \_\_\_\_\_

  
Signature of President/CEO

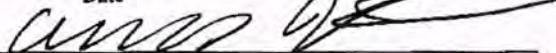
**ACKNOWLEDGEMENT**

State of Nebraska

County of Tulsa

8-14-19

Date



The foregoing instrument was acknowledged before me this

by Chester E. Cadieux, III

name of person acknowledging

Affix Seal



List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Cadieux, III First Name: Chester MI: E

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Title: President/CEO Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): Casie L. Cadieux

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: Wells First Name: Marshall MI: J

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Title: Corporate Secretary Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): Jennifer Talley Wells

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: Nicholas First Name: Eric MI: J

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Title: Corporate Treasurer Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): Kim H. Nicholas

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Is the applying corporation controlled by another corporation/company?

YES

NO

If yes, complete controlling corporation insert form 185

---

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: May

Ending Date: April

---

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID #

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.nebraska.gov](http://www.lcc.nebraska.gov)

Office Use

**RECEIVED**

AUG 09 2019

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**MUST BE:**

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

---

Corporation/LLC information

Name of Corporation/LLC: QuikTrip Corporation

---

Premise information

Liquor License Number: \_\_\_\_\_ Class Type \_\_\_\_\_ (if new application leave blank)

Premise Trade Name/DBA: QuikTrip #577

Premise Street Address: 11626 Virginia Plaza

City: La Vista County: Sarpy Zip Code: 68128

Premise Phone Number: Pending: site is under construction

Premise Email address: [dist-taxaccountin@quiktrip.com](mailto:dist-taxaccountin@quiktrip.com)

---

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. To see authorized officers or members search your license information [here](#).



**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Thornton First Name: Brock MI: A

Home Address: 18814 Cottonwood Street

City: Omaha County: Sarpy Zip Code: 68136

Home Phone Number: \_\_\_\_\_

Driver's License Number & State: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

Email address: bthornto@quiktrip.com

**Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)**

YES

NO

**Spouse's Information**

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

**APPLICANT & SPOUSE MUST STATE RESIDENCE(S) FOR THE PAST 10 YEARS**

**APPLICANT**

**SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Chester E. Cadieux, III, Tulsa, OK	1994	2019			
Brock Thornton, Ankeny, IA/Omaha, NE	2002	2019			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1994	2019	QT - Thornton has been employed by QT for 24 years		

**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, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

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			traffic violations in NE and IA	

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(s):  
\_\_\_\_\_  
\_\_\_\_\_

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. List the alcohol related training and/or experience (when and where) of the person making application.

\*NLCC Training Certificate Issued: 09/2018 Name on Certificate: Brock Thornton

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Brock Thornton	09/2018	Permit #RB-0100910

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Brock Thornton - Manager	1994	QuikTrip - All Omaha Stores

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

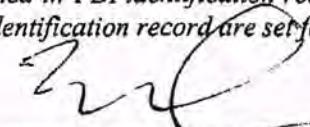
## PERSONAL OATH AND CONSENT OF INVESTIGATION

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.

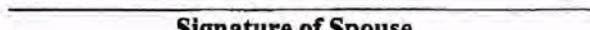
The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action 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.

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.



Signature of Manager Applicant

  
Signature of Spouse

### ACKNOWLEDGEMENT

State of Nebraska

County of Douglas

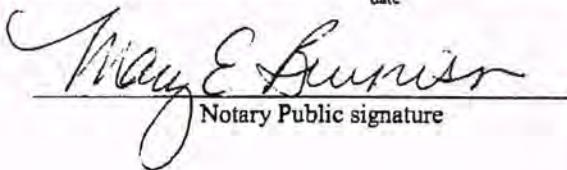
The foregoing instrument was acknowledged before me this

08-21-19

date

by Brock Thornton

NAME OF PERSON BEING ACKNOWLEDGED

  
Notary Public signature

Affix Seal	GENERAL NOTARY-State of Nebraska MARY E BURNISON My Comm. Exp. Mar. 2, 2021
------------	---

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.

*Certificate of Achievement*

-for those who serve or sell alcohol in Nebraska

**BROCK A THORNTON**

hostess

State Alcohol certificate

Permit # PB-0100910

Permit Expires: 08-12-2021 Around Pub: S

Certified by  **HANDS**

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 1, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
POSITION DESCRIPTION UPDATE & GRADE/STATUS CHANGE	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

**SYNOPSIS**

An updated position description with related pay grade and status changes are being recommended for the Accountant position.

**FISCAL IMPACT**

Because of where the previous accountant was within the 165 pay range, it is anticipated that the net increase in FY20 expenditures for an upgrade from 165 to 175 and status change from non-exempt to exempt ranges from zero to \$3,003 annually, and is within the funding of the FY20 budget.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Accountant position is currently vacant and as with all open positions, the functions and current needs of the organization have been assessed and a recommendation is being made to revise the Accountant position description, upgrade the position from 165 to 175 and change the status from non-exempt to exempt.

Because the BS&A ERP (*Enterprise Resource Program system*) now gives the City much greater ability to perform comprehensive financial functions related to month-end close, reconciliation, reporting, fixed asset accounting, budgeting and audit preparation, higher level responsibilities can be assigned to the Accountant. These have been identified in the attached position description update.

A recommended upgrade from a 165 grade to a 175 is based on a May 2019 survey of local governments that identified that the 175 grade is equivalent to accountants employed in surrounding local government organizations. Additionally, cross-training with the Financial Analyst is facilitated by both jobs in the Finance Department being at the same grade.

Grade	Hourly Minimum	Hourly Maximum
165	23.16	29.37
175	26.54	34.02

According to the FLSA (Fair Labor Standards Act), the proposed Accountant job description falls in the Professional – Learned or Creative exemption category and can be categorized as exempt (salaried). (*Accountants, as a profession, are generally exempt from the overtime policy (salaried) where accounting clerks and accounting assistants are generally non-exempt and paid overtime when working more than 40 hours in a week.*)

Pay Range: 175

Date: 10/01/2019

Exempt

## POSITION DESCRIPTION CITY OF LA VISTA

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

### **DESCRIPTION:**

Under the direction of the Finance Director is responsible for performing professional level accounting by applying generally accepted accounting principles and procedures to prepare accurate and timely financial reports, analyze financial information, ensure appropriate accounting control procedures, maintain fixed asset accounting records, reconcile general ledger accounts, prepare work papers and trial balances for the CAFR (Comprehensive Annual Financial Report), assist with the annual audit and budget preparation, provide investment and cash management support, provide debt issuance support, and perform research and analysis related to management objectives. Work requires limited supervision and the use of independent judgment and discretion.

### **ESSENTIAL FUNCTIONS:** (with or without reasonable accommodation)

1. Prepares internal and external financial reports and examines financial statements to ensure that they are accurate and comply with laws and regulations.
2. Computes taxes owed, prepares tax returns and ensures that taxes are paid properly and on time.
3. Inspects account books and accounting systems for efficiency and use of accepted accounting procedures.
4. Assess financial operations and makes best-practices recommendations to management.
5. Suggests ways to reduce costs, enhance revenues and improve reserve stability.
6. Manages the month-end close process to ensure all tasks are completed.
7. Maintains the fixed asset financial module and records.
8. Conducts internal audits of City's financial policies, procedures and internal controls.
9. Reconciles accounts to subsidiary ledgers and bank statements and resolves issues.
10. Prepares year-end trial balances and annual work papers to calculate cash, modified and full accrual trial balances.
11. Assists in preparing the City's biennial budget and amendments.
12. Provides expertise and user support for the financial functions in the City's ERP (Enterprise Resource Program software).
13. Manages the City's Purchasing Card program.
14. Maintains the City's tax-exempt status, purchasing accounts and electronic payments with vendors.
15. Performs other duties as assigned or as the situation dictates.

### **ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

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

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

### **EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE**

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

### **KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge of GAAP (Generally Accepted Accounting Principles), GASB standards and guidance (Government Accounting Standards Board) and governmental auditing processes and procedures.
2. Ability to identify issues in documentation and reconciliations and suggest solutions.
3. Ability to listen carefully to facts and concerns from clients, manager and others. Must be able to discuss the results of their work in both meetings and written reports.
4. Ability to establish and maintain effective working relations with City officials, fellow employees, contractors, vendors and citizens.
5. Ability to pay attention to detail when compiling and examining documentation.
6. Ability to analyze, compare and interpret facts and figures and produce reliable calculations.
7. Working knowledge of Microsoft Office applications and ability to calculate, tabulate and communicate data with Excel, Word, PowerPoint, and financial software programs.
8. Strong organizational skills are required for work with a range of financial documents and internal and external clients.
9. Ability to apply common sense understanding in carrying out written and oral instructions.
10. Ability to work independently without direct supervision to prioritize work, meet deadlines and make decisions based on established policies and procedures.
11. Ability to maintain confidentiality.
12. Ability to work a varying schedule during budget and audit times while maintaining regular and dependable attendance on the job.
13. Ability to operate standard office equipment such as personal computer, postage meter, telephone, photocopier and fax machine.

### **CONTRIBUTIONS THIS POSITION MAKES TO THE CITY**

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

### **DISCLAIMER:**

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

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

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

---

(Signature)

---

(Date)

## POSITION DESCRIPTION CITY OF LA VISTA

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

### **DESCRIPTION:**

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

### **ESSENTIAL FUNCTIONS:** (with or without reasonable accommodation)

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

### **ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

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

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

**EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE**

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

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge of Generally Accepted Accounting Principles and financial reporting.
2. Experience with budget preparations, controls, and legal requirements and practices.
3. Knowledge of standard office policies and procedures.
4. Skill to reconcile accounts and develop approaches/techniques to problem resolution.
5. Mathematical skills that produce reliable calculations.
6. Ability to maintain confidentiality.
7. Advanced Microsoft Office product skills and Excel skills including the ability to calculate and tabulate data.
8. Ability to read and write proficiently.
9. Ability to apply common sense understanding in carrying out written and oral instructions.
10. Ability to communicate effectively, both orally and in writing.
11. Ability to work independently without direct supervision.
12. Ability to prioritize work, meet deadlines and make decisions on the basis of established policies and procedures.
13. Skill to utilize a variety of data sources to include general ledger systems, CAFR's, monthly financial reports, City policies and other sources as needed.
14. Ability to operate standard office equipment.
15. Ability to establish and maintain effective working relations with City officials, fellow employees, patrons and the general public.
16. Ability to maintain regular and dependable attendance on the job.

**CONTRIBUTIONS THIS POSITION MAKES TO THE CITY**

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

**DISCLAIMER:**

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

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

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

---

(Signature)

---

(Date)