

**LA VISTA CITY COUNCIL MEETING AGENDA**  
**April 6, 2021**  
**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: Todd Armbrust – 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 March 16, 2021 City Council Meeting**
  3. **Approval of the Minutes of the March 27, 2021 City Council Work Session**
  4. **Request for Payment – Alfred Benesch & Company – Professional Services – 96th & 108th St Pavement Rehabilitation – \$5,560.16**
  5. **Request for Payment – Felsburg Holt & Ullevig – Professional Services – 114th & Giles Intersection Improvements – \$5,457.50**
  6. **Request for Payment – Midwest Fireworks Wholesalers LLC – Professional Services – Salute to Summer Fireworks Show – \$15,000.00**
  7. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$5,054.25**
  8. **Request for Payment – Thompson, Dreessen & Dorner, Inc – Professional Services – Miscellaneous Services – \$3,300.00**
  9. **Pavement Management Plan – Receive and File**
  10. **Approve Manager Application – Class I Liquor License – SSL Operating Group LLC dba Swizzle Stix Lounge – Michelle L. Van Leuven**
  11. **Approval of Claims**
- **Reports from City Administrator and Department Heads**
- B. Resolution – Harrison Hills Replat Seven – Subdivision Agreement**
- C. Resolution – OPPD Customer Agreement – Electric Vehicle Charging Stations**
- D. Resolution – Award Contract – 114th Street and Giles Road Intersection Improvements**
- E. Resolution – Approve Satellite Keno Location**
- F. Position Description Updates**
- G. Ordinance – Amend Compensation Ordinance**
- H. Executive Session – Contract Negotiations**
- **Comments from the Floor**
  - **Comments from Mayor and Council**
  - **Adjournment**

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



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

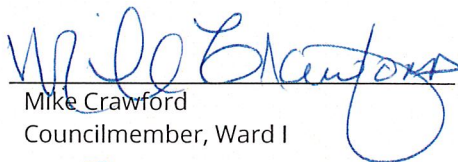
A CERTIFICATE OF APPRECIATION PRESENTED TO **TODD ARMBRUST OF THE LA VISTA POLICE DEPARTMENT**, FOR 25 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

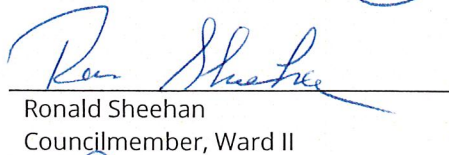
WHEREAS, **Todd Armbrust** has served the City of La Vista since March 18, 1996; and

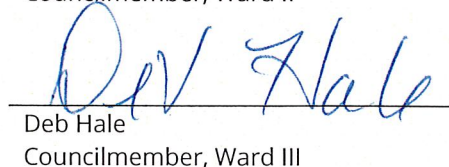
WHEREAS, **Todd Armbrust's** input and contributions to the City of La Vista have contributed to the success of the City;

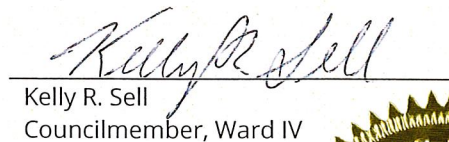
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Todd Armbrust** on behalf of the City of La Vista for 25 years of service to the City.

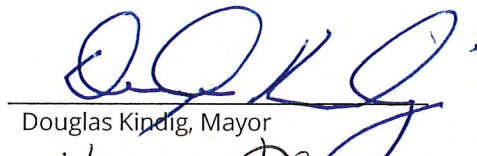
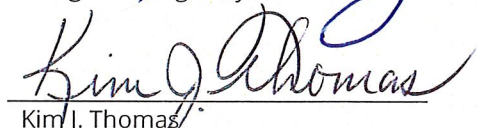
DATED THIS 6TH DAY OF APRIL 2021.

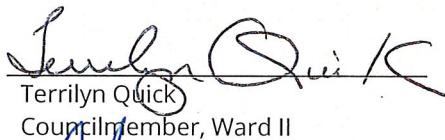
  
Mike Crawford  
Councilmember, Ward I

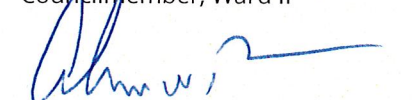
  
Ronald Sheehan  
Councilmember, Ward II

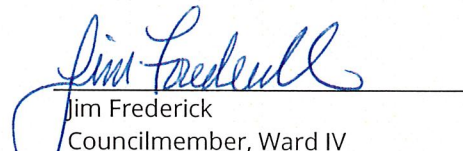
  
Deb Hale  
Councilmember, Ward III

  
Kelly R. Sell  
Councilmember, Ward IV

  
Douglas Kindig, Mayor  
  
Kim J. Thomas  
Councilmember, Ward I

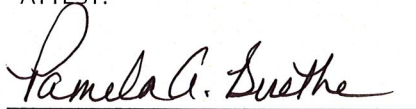
  
Terrilyn Quick  
Councilmember, Ward II

  
Alan W. Ronan  
Councilmember, Ward III

  
Jim Frederick  
Councilmember, Ward IV



ATTEST:

  
Pamela A. Buethe, CMC  
City Clerk

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# MINUTE RECORD

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

## LA VISTA CITY COUNCIL MEETING March 16, 2021

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 March 16, 2021. 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, Chief of Police Lausten, City Clerk Bueth, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, Finance Director Miserez, Recreation Director Stopak, and Community Development Director Fountain.

A notice of the meeting was given in advance thereof by publication in the Times on March 3, 2021. 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.

### PRESENTATIONS – BLUE STAR MEMORIAL DONATIONS: AMERICAN LEGION POST 32 AND LA VISTA COMMUNITY FOUNDATION

American Legion Post 32 Commander Ted Stapleton presented the City with a \$500 donation for enhancements at the Blue Star Memorial.

La Vista Community Foundation members Neal Krauss, Lori Fischer, and Tom Kerfoot presented the City with a \$1,000 donation for enhancements at the Blue Star Memorial.

Park Superintendent Jason Allen showed a drawing of the proposed enhancements.

### SERVICE AWARDS: DON PLUTA – 20 YEARS; JAMES BERGER AND JAMES PARISIEN – 5 YEARS

Mayor Kindig recognized James Berger and James Parisien for 5 years of service to the City. Don Pluta was unable to attend the meeting.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MARCH 2, 2021 CITY COUNCIL  
MEETING
3. APPROVAL OF THE MINUTES OF THE FEBRUARY 4, 2021 PLANNING  
COMMISSION MEETING
4. APPROVAL OF THE MINUTES OF THE FEBRUARY 18, 2021 PLANNING  
COMMISSION MEETING
5. MONTHLY FINANCIAL REPORT – JANUARY 2021
6. REQUEST FOR PAYMENT – ALFRED BENESCH & COMPANY –  
PROFESSIONAL SERVICES – 96TH & 108TH ST PAVEMENT  
REHABILITATION – \$333.73
7. REQUEST FOR PAYMENT – ALFRED BENESCH & COMPANY –  
PROFESSIONAL SERVICES – 96TH & 108TH ST PAVEMENT  
REHABILITATION – \$3,244.50
8. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC. – PROFESSIONAL  
SERVICES – LA VISTA WAYFINDING – \$6,295.00
9. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC. – PROFESSIONAL  
SERVICES – LA VISTA WAYFINDING – \$5,665.00
10. REQUEST FOR PAYMENT – FELSBERG, HOLT & ULLEVIG –  
PROFESSIONAL SERVICES – 114TH & FILES INTERSECTION  
IMPROVEMENTS – \$3,523.52
11. REQUEST FOR PAYMENT – HUNDEN STRATEGIC PARTNERS –  
PROFESSIONAL SERVICES – SPORTS COMPLEX STUDY – \$10,000.00



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## **12. REQUEST FOR PAYMENT — THOMPSON, DREESSEN & DORNER, INC. — PROFESSIONAL SERVICES — MISCELLANEOUS ON-CALL SERVICES —**

**\$675.00**

### **13. APPROVAL OF CLAIMS**

ACTION BATTERIES, maint.	126.15
AED ZONE, supplies	169.00
AMAZON, supplies	2,045.85
APWA-AMER PUBLIC WORKS ASSN, services	215.00
BAUER BUILT INC, maint.	391.24
BEACON ATHLETICS LLC, bld&grnds	986.40
BIBLIOTHECA LLC, books	6.22
BISHOP BUSINESS EQUIPMENT, services	3,843.88
BLIZZARD BOYS, maint.	463.00
BRODART CO, supplies	286.74
CHASE AUTO REPAIR, maint.	2,000.00
CINTAS CORP, services	195.81
CITY OF OMAHA, services	356,887.52
CONTROL MASTERS INC, bld&grnds	2,233.33
CORNHUSKER INTL TRUCKS INC, maint.	50.27
COX COMMUNICATIONS INC, services	330.55
CULLIGAN OF OMAHA, services	40.50
DATASHIELD CORP, services	80.00
DHHS REG/LIC-POOL PERMIT, services	40.00
DIAMOND VOGEL PAINTS, supplies	197.95
EBSCO INFORMATION, services	1,690.00
FASTENAL CO. supplies	42.38
FBG SERVICE CORP, bld&grnds	5,965.00
FERGUSON ENTERPRISES, bld&grnds	37.87
FILTER CARE OF NE, bld&grnds	166.70
GENERAL FIRE & SAFETY, bld&grnds	843.05
GENUINE PARTS CO, maint.	774.18
GRAYBAR ELECTRIC CO, bld&grnds	207.52
GREG MAMULA, refund	432.60
HEARTLAND BUSINESS SYSTEMS, bld&grnds	12,801.48
HEARTLAND TIRES & TREADS, maint.	712.35
HOBBY LOBBY STORES INC, supplies	125.49
HOME DEPOT, bld&grnds	327.95
HY-VEE INC, supplies	97.00
INGRAM LIBRARY SERVICES, books	2,110.12
JAXSON CORBIT, services	40.00
JOHNSON CONTROLS, bld&grnds	1,645.00
KEVIN KUSH PUBLIC SPEAKING INC, services	136.50
KRIHA FLUID POWER, maint	544.84
LARSEN SUPPLY CO, supplies	759.25
LOWE'S, supplies	3,988.11
MALLOY ELECTRIC, bld&grnds	175.39
MARK A KLINKER, services	600.00
MENARDS-RALSTON, maint.	1,301.88
MIDWEST TAPE, media	51.43
MSC INDUSTRIAL, supplies	497.68
MUNICIPAL PIPE TOOL, maint.	753.01
MURPHY TRACTOR & EQUIPMENT, maint.	506.26
NATIONAL ENTERTAINMENT TECH INC, supplies	3,220.00
NE CLERKS INSTITUTE & ACADEMY, services	443.00
NEWMAN SIGNS INC, services	2,001.41
NMC EXCHANGE LLC, maint.	1,126.68
NORTH AMERICAN RESCUE, supplies	192.96
OCLC INC, media	161.21
OFFICE DEPOT INC, supplies	911.16
OMAHA DOOR & WINDOW CO, bld&grnds	1,910.11
OMAHA WORLD-HERALD, services	880.16

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OMNI ENGINEERING, services	2,677.05
ONE CALL CONCEPTS INC, services	89.56
O'REILLY AUTO PARTS, maint.	679.06
PAPILLION SANITATION, services	1,269.32
PER MAR SECURITY, services	853.20
POSITIVE CONCEPTS, supplies	416.60
PROJECT LIFESAVER INC, supplies	188.38
PUBLIC AGENCY TRAINING COUNCIL, services	525.00
RDG PLANNING & DESIGN, services	17,762.76
REACH SPORTS MARKETING GROUP, services	1,782.00
RED WING, apparel	150.00
SARPY COUNTY COURTHOUSE, services	12,941.88
SARPY COUNTY TREASURER, services	12,523.65
SHI INTERNATIONAL CORP, services	12,678.96
SIRCHIE ACQUISITION CO LLC, supplies	61.60
SOUTHERN UNIFORM & EQUIPMENT, supplies	268.00
STAPLES INC, supplies	67.98
SUBURBAN NEWSPAPERS INC, services	8,133.89
TED'S MOWER SALES, maint.	463.86
THE SCHEMMER ASSOCIATES INC, services	1,116.25
TRACTOR SUPPLY, bld&grnds	6.37
TRANS UNION RISK, services	75.00
TRUCK CENTER COMPANIES, maint.	2,149.99
U.S. CELLULAR, phones	1,821.21
UNITE PRIVATE NETWORKS, services	13,200.00
UNITED PARCEL, services	13.11
US POSTAL, services	1,367.97
WESTLAKE HARDWARE, supplies	1,011.54
WOODHOUSE FORD, maint.	53.01

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

## **REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS**

City Administrator Gunn reported on LB408 and encouraged the City Council to contact senators.

Assistant to the City Administrator Carl reported on the Mayor's Youth Leadership Council's community project and presented their video thanking healthcare workers.

Library Director Barcal reported on the Makerspace Innovation Studio at the Library. The equipment will be available for 20 weeks.

Recreation Director Stopak reported on the Easter Grab-N-Go event and Senior events.

Chief of Police Lausten reported on de-escalation and mental health training at the Police Department.

Director of Public Works Soucie reported that Deputy Director of Public Works Calentine has earned his Certified Public Works Professional in Management through the American Public Works Association's credentialing program.

## **PRESENTATION – CENTRAL PARK WEST AND CITY CENTRE PLAZA CONCEPTUAL DESIGN**

Bruce Niedermeyer, with RDG Planning & Design, presented the conceptual design for the City Centre plaza spaces and Central Park West.

# MINUTE RECORD

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

## **B. Planned Unit Development – Zoning Overlay and Site Plan – Lots 2 and 3**

### **1. PUBLIC HEARING**

At 6:49 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed planned unit development. Kenneth Hahn, representing the applicant, was present to answer any questions.

At 6:58 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. ORDINANCE**

Councilmember Thomas introduced Ordinance No. 1416 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMENDING THE ZONING DISTRICT MAP OF THE CITY OF LA VISTA, NEBRASKA; ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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 passed.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1416. Councilmember Sell seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1416 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. HARRISON HILLS REPLAT SEVEN – REPLAT & SUBDIVISION AGREEMENT**

### **1. RESOLUTION – FINAL PLAT**

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-023 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOTS 1 AND 16 HARRISON HILLS, TO BE REPLATTED AS LOTS 1 AND 2 HARRISON HILLS REPLAT 7, A SUBDIVISION LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described property applied for approval of a replat for Lots 1 and 16 Harrison Hills, to be replatted as Lots 1 and 2 Harrison Hills Replat 7; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on February 18, 2021, 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 1 and 16 Harrison Hills, to be replatted as Lots 1 and 2 Harrison Hills Replat 7, a subdivision located in the Northwest Quarter of Section 17, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southeast of the intersection of 117<sup>th</sup> Street and Emiline Street, be, and hereby is, approved, subject to adoption and execution of the corresponding Subdivision Agreement amendment presented at this Council meeting.



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Seconded by Councilmember Frederick. Zach Reinhardt, with Burlington Capital, was present to answer any questions. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **2. RESOLUTION – SUBDIVISION AGREEMENT**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 21-024 entitled: 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 March 16, 2021, approve of La Vista City Centre Replat 7 subject to certain conditions; and

WHEREAS, the Subdivider, Streck Inc., as owner 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 Subdivision Agreement 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.

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

## **D. PLANNED UNIT DEVELOPMENT SITE PLAN AMENDMENT – LOTS 1 & 16 HARRISON HILLS**

### **1. PUBLIC HEARING**

At 6:56 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Planned Unit Development.

At 6:56 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. ORDINANCE**

Councilmember Frederick introduced Ordinance No. 1417 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMENDING ESTABLISHED STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Hale 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 passed.

Councilmember Frederick made a motion to approve final reading and adopt Ordinance 1417. Councilmember Sell seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1417 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.

# MINUTE RECORD

March 16, 2021

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

## **E. CONDITIONAL USE PERMIT – WORKFORCE HOUSING – PORTION OF LOT 1 HARRISON HILLS**

### **1. PUBLIC HEARING**

At 6:59 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Conditional Use Permit.

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

### **2. RESOLUTION**

Councilmember Quick introduced and moved for the adoption of Resolution No. 21-025 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A CONDITIONAL USE PERMIT TO CONSTRUCT, OWN, AND OPERATE A MULTIPLE FAMILY DWELLING COMPLEX ON LOT 1 HARRISON HILLS REPLAT SEVEN.

WHEREAS, Streck, Inc. has applied for a conditional use permit for to allow for a multiple family dwelling complex on Lot 1, Harrison Hills Replat 7, located southeast of 117<sup>th</sup> Street and Emiline Street; and

WHEREAS, the La Vista Planning Commission held a public hearing on February 18, 2020 to review the application and unanimously voted to recommend approval; and

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

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby approve and authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, subject to any additions, subtractions, or modifications that the City Administrator may determine necessary or advisable, for Applicant, Subdivider, or any Controlled Entities to construct, own, and operate multiple-family dwellings on Lot 1 Harrison Hills Replat 7, contingent upon approval of the Harrison Hills Replat Seven Final Plat and Subdivision Agreement, and substantial completion of the Design Review Process.

Seconded by Councilmember Frederick. Caleb Snyder, with Lamp Rynearson, was present to answer Council questions. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **F. RESOLUTION – AUDITED COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDING SEPTEMBER 30, 2020**

Tim Lens, with Bergan KDV, LLP, presented the audit reports and was available to answer any questions.

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-026 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE MUNICIPAL AUDIT FOR THE TWELVE MONTHS ENDING SEPTEMBER 30, 2020 AS PREPARED BY THE AUDITING FIRM OF BERGAN KDV, LLP, OMAHA, NEBRASKA.

WHEREAS, the City of La Vista has contracted with the firm of Bergan KDV, LLP, Omaha, Nebraska, to complete an audit of the City's municipal operations for the twelve months ending September 30, 2020; and

WHEREAS, Bergan KDV, LLP has completed said audit and provided copies of their findings;

# MINUTE RECORD

March 16, 2021

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that the municipal audit for the twelve months ending September 30, 2020 is hereby accepted and approved.

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. RESOLUTION – AWARD CONTRACT – BUDGETING SOFTWARE**

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-027 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDED A CONTRACT FOR BUDGET PREPARATION SOFTWARE TO QUESTICA LTD. IN AN AMOUNT NOT TO EXCEED \$19,750.00.

WHEREAS, the City Council of the City of La Vista has determined that budget preparation software is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby award a contract for budget preparation software to Questica Ltd. in an amount not to exceed \$19,750.00.

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

## **H. RESOLUTION – AWARD CONTRACT – CONCESSION STAND OPERATIONS**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 21-028 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR CONTRACT WITH DAVID JOHNS INVESTMENT COMPANY, LLC., OMAHA, NEBRASKA, FOR THE OPERATION OF CONCESSIONS AT THE SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK, AND COMMUNITY CENTER.

WHEREAS, the City has determined that it is desirable to contract for the operation of concession stands at various recreation sites in the City with David Johns Investment Company, LLC.; and

WHEREAS, David Johns Investment Company, LLC. will operate concessions at various recreation sites in the City; and

WHEREAS, the current contract with HAMS, Inc. was terminated in January of 2021; and

WHEREAS, the Recreation Director recommends awarding the contract to David Johns Investment Company, LLC. for one year; and

WHEREAS, the contract provides for David Johns Investment Company, LLC. to make payments of 10% of the gross revenues from all sales to the City; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to sign a one-year contract with David Johns Investment Company, LLC., Omaha, Nebraska, for the operation of the concessions at the Softball Complex, Soccer Complex, City Park, and La Vista Community Center.



# MINUTE RECORD

March 16, 2021

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

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

## **I. RESOLUTION – AUTHORIZE REQUEST FOR PROPOSALS – BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 21-029 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF A BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN.

WHEREAS, the Mayor and Council have determined that the development of a business continuity and disaster recovery plan is necessary; and

WHEREAS, the FY 21/22 Biennial Budget provides funding for the proposed services; and

WHEREAS, proposals will be due April 30, 2021 with the approval of selected firm by the City Council on June 15, 2021, subject to the discretion of the City;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for the development of a business continuity and disaster recovery plan.

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

## **J. RESOLUTION – AUTHORIZE PURCHASE – ASPHALT ROLLER AND TRAILER**

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-030 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) CAT CB1.8 ASPHALT ROLLER/COMPACTOR AND ONE (1) FELLING FT-6 TRAILER IN AN AMOUNT NOT TO EXCEED \$34,290.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of an asphalt roller/compactor and trailer is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed purchase; and

WHEREAS, the asphalt roller/compactor will be purchased from NMC CAT Equipment, Omaha, NE in an amount not to exceed \$29,490.00; and

WHEREAS, the trailer will be purchased from Ditch Witch Company, Omaha, NE in an amount not to exceed \$4,800.00; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) CAT CB1.8 asphalt roller/compactor and one Felling FT-6 trailer in an amount not to exceed \$34,290.00.

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

# MINUTE RECORD

March 16, 2021

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

## **K. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS**

The Mayor and City Council did not hold an Executive Session.

### **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

### **COMMENTS FROM MAYOR AND COUNCIL**

Mayor Kindig commented that, in his absence, Councilmember Thomas will be in Acting Mayor for six days.

At 7:22 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 6TH DAY OF APRIL 2021.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

# MINUTE RECORD

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

## LA VISTA CITY COUNCIL WORK SESSION March 27, 2021

A work session of the City Council of the City of La Vista, Nebraska was convened in open and public session at 8:30 a.m. on March 27, 2021 at the La Vista City Hall. Present were Councilmembers: Frederick, 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, City Engineer Dowse, Finance Director Miserez, Human Resources Director Trail, Community Development Director Fountain, Library Director Barcal, and Recreation Director Stopak.

A notice of the work session was given in advance thereof by publication in the Times on March 24, 2021. 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 work session to order, led the audience in the Pledge of Allegiance, and made the announcements.

### 1. WELCOME

The Mayor welcomed the group to the work session.

### 2. WORK SESSION

The Council, along with staff, reviewed the Capital Improvement Program and had discussion on projects within that program.

### COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and Council.

At 2:28 p.m. a motion was made by Councilmember Crawford to adjourn the work session. Second by Councilmember Thomas. Councilmembers voting aye: Frederick, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Ronan. Motion carried.

PASSED AND APPROVED THIS 6TH DAY OF APRIL, 2021.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk





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

March 23, 2021

Project No: 00120661.00

Invoice No: 178873

96th & 108th St Pavement Rehabilitation  
M-376 (390) & M-376 (391)

**Professional Services from February 15, 2021 to March 14, 2021**

Task 00001 Project Management

**Professional Personnel**

	Hours	Rate	Amount	
E1a Professional Engineer/Project Mgr				
O'Bryan, Timothy	2.00	181.00	362.00	
Totals	2.00		362.00	
<b>Total Labor</b>				<b>362.00</b>
<b>Total this Task</b>				<b>\$362.00</b>

Task 00003 Preliminary Design

**Professional Personnel**

	Hours	Rate	Amount	
E3a Construction Representative III				
Barahona, Alejandro	47.00	103.00	4,841.00	
Totals	47.00		4,841.00	
<b>Total Labor</b>				<b>4,841.00</b>

**Unit Billing**

3/14/2021	2019 Chevy Silverado-WBR362 22WD55	43.0 Miles @ 0.56	24.08	
<b>Total Units</b>			<b>24.08</b>	<b>24.08</b>
<b>Total this Task</b>				<b>\$4,865.08</b>

Task 00005 Construction Observation

**Professional Personnel**

	Hours	Rate	Amount	
E3a Construction Representative III				
Barahona, Alejandro	3.00	103.00	309.00	
Totals	3.00		309.00	
<b>Total Labor</b>				<b>309.00</b>

**Unit Billing**

3/14/2021	2019 Chevy Silverado-WBR362 22WD55	43.0 Miles @ 0.56	24.08	
<b>Total Units</b>			<b>24.08</b>	<b>24.08</b>

Project	00120661.00	La Vista 96th & 108th St Pavement Rehab	Invoice	178873
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Total this Task	\$333.08
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Billing Limits	Current	Prior	To-Date
Total Billings	5,560.16	108,971.30	114,531.46
Limit			490,811.50
Remaining			376,280.04

Total this Invoice	\$5,560.16
--------------------	------------

#### Outstanding Invoices

Number	Date	Balance
173266	1/5/2021	333.73
176492	2/17/2021	3,244.50
Total		3,578.23

OK to Pay

3/31/21

PO # 21-008952

Consent Agenda 4/6/2021

**Please Remit to:**

Dept 1539, PO Box 30106  
Salt Lake City, UT 84130-0106

phone: 303.721.1440

email: accounting@fhueng.com

Please note our new remittance address

**INVOICE**

Mr. Patrick Dowse, PE  
City Engineer  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

March 18, 2021

Project No: 115453-16

Invoice No: 29700

Project 115453-16 114th and Giles Intersection Improvements

Professional Services for the Period: February 1, 2021 to February 28, 2021

**Professional Personnel**

	Hours	Rate	Amount
Principal I			
Meisinger, Mark	1.75	220.00	385.00
Engineer V			
Andersen, David	9.00	175.00	1,575.00
Denney, Adam	14.50	175.00	2,537.50
Sr Designer			
Moffatt, Brian	6.00	160.00	960.00
Labor	31.25		5,457.50
<b>Total Labor</b>			<b>5,457.50</b>
<b>Contract Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	5,457.50	5,352.27	10,809.77
Contract Maximum			11,900.00
Remaining Contract			1,090.23
<b>TOTAL AMOUNT DUE</b>			<b>\$5,457.50</b>

**Billed-To-Date Summary**

	Current	Prior	Total
Labor	5,457.50	4,883.75	10,341.25
Expense	0.00	468.52	468.52
<b>Totals</b>	<b>5,457.50</b>	<b>5,352.27</b>	<b>10,809.77</b>

Project Manager Adam Denney

OK TO PA-1  
PMD 3/31/21  
05.71.0917 - STAT 21003

Consent Agenda - 4/6/2021 *AD*



A-6



Midwest Fireworks Wholesalers LLC

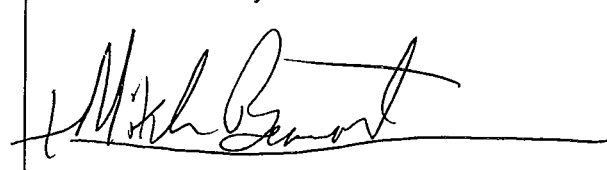
351 Grant St  
Blair, NE 68008

## Invoice

Date	Invoice #
3/25/2021	908

Bill To
City of LaVista 8116 Park View Blvd LaVista, NE 68128

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	JS	5/28/2021	Hand Deliver		
Quantity	Item Code	Description			Price Each	Amount
1	Fireworks Shoot Fee Insurance Fees	Fireworks Display Shoot Fee Administration Fee for Insurance Sales tax exempt- Govt			10,500.00 3,000.00 1,500.00 0.00%	10,500.00T 3,000.00T 1,500.00T 0.00
		2021 Sdute to Summer Fireworks show 08.81.0303.045  OK to pay  				
					Total	\$15,000.00

Consent Agenda 4/6/2021  
(K)



February 28, 2021  
 Project No: R3003.066.00  
 Invoice No: 48343

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

Project R3003.066.00 LaVista, City of - Placemaking & LA Svcs  
Professional Services through February 28, 2021  
 Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	237,167.50	97.00	230,052.47	225,309.12	4,743.35
Schematic Design	12,482.50	2.00	249.65	0.00	249.65
Total Fee	249,650.00		230,302.12	225,309.12	4,993.00
<b>Total Fee</b>					<b>4,993.00</b>

**Reimbursable Expenses**

Printing	61.25
<b>Total Reimbursables</b>	<b>61.25</b>

**Total this Invoice \$5,054.25**

PO Number: 20-008351

*R. Ramirez*  
 3/18/21

*Consent Agenda 4/6/2021*  
 (Signature)



A-8



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

## INVOICE

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

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

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

Invoice number 142760  
Date 03/26/2021

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

Professional Services from February 1, 2021 through March 07, 2021

Description	Current Billed
<b>Civil Engineering Services</b>	
	3,300.00
On Call-CD, Prepare, Monthly CD virtual meetings-review information and attend meetings	450.00
On Call-PW, SID 237 Drainage-3rd party HEC review coordination and review E&A survey	337.50
On Call-PW, City Centre Lot 14 retaining wall plan review	75.00
On Call-CD, CMR Interface Coordination Team-communications and virtual meetings	1,725.00
On Call-CD, Pool site communications and virtual meetings	375.00
On Call-PW, Misc Info Requests-SID 59 Resurfacing and 66th St sanitary sewer	75.00
On Call-PW, West Papio Siphon meetings and communications	262.50
<b>Construction Materials Testing and Special Inspections</b>	0.00
<b>Total</b>	<b>3,300.00</b>

Invoice total 3,300.00

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
142760	03/26/2021	3,300.00	3,300.00				
	Total	3,300.00	3,300.00	0.00	0.00	0.00	0.00

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

OK TO PAY  
PMD  
1,19,6303.000

Consent Agenda 4/6/2021 CCA

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 6, 2021 AGENDA**

Subject:	Type:	Submitted By:
PAVEMENT MANAGEMENT PLAN	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

The Pavement Management Plan was presented to the Mayor & Council during their annual retreat on 3/27/21.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

N/A

**BACKGROUND**

The Pavement Management Plan formalizes and establishes an efficient and effective strategy for preserving and maintaining the City's street infrastructure. It sets out a defined strategy, basis, and an annual process to consistently evaluate, select, design, and implement pavement projects.

# City of La Vista

## Pavement Management Plan



## Introduction/Background

The Pavement Management Plan formalizes and establishes an efficient and effective strategy for preserving and maintaining the City's street infrastructure. It sets out a defined strategy, basis, and an annual process to consistently evaluate, select, design, and implement pavement projects.

Benefits of a Pavement Management Plan include:

- Transparent schedule and priorities for residents and decision makers
- Consistent project delivery
- Prioritizes cost effective pavement preservation treatments
- Mobilization costs may be minimized through geographic concentration of projects and larger contract amounts (economies of scale)
- Early advertising of construction projects for more competitive bid pricing

In 2020 Lamp Rynearson & Associates conducted a detailed pavement assessment of the City's roadways and created base maps and inventories of infrastructure and related components. The assessment rated the overall pavement condition within La Vista as satisfactory, assigning a City-wide Pavement Condition Index (PCI) rating of 77 out of a possible 100 points.

Using the PCI rating system as the basis for evaluation, the Plan establishes performance measures to monitor pavement conditions over time. This will enable the City to track and set targets for improving and/or maintaining pavement conditions city-wide. It will also help staff and decision makers annually evaluate the allocation of resources for maintaining pavement infrastructure.

Based on the process outlined above, projects will be identified and subsequently evaluated on specific criteria. The leading criteria include:

- Pavement Condition
- Roadway Functional Classification
- Safety
- Average Daily Traffic (ADT)
- Preventive and Corrective Maintenance Requirements
- Coordination with Other Agencies

Finally, a five-year plan will be developed that feeds into the City's One and Six Year Road Plan as well as the Capital Improvement Program (CIP) for funding in the City's biennial budget. The budget funds two years of the CIP, however these projects are reevaluated annually in order to identify any necessary adjustments due to project schedules, emergencies, etc. The Pavement Plan likewise calls for annual evaluation of pavement conditions to ensure project priorities are accurate.



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## Pavement Condition Targets

Using the Pavement Condition Index (PCI) rating, the City will be able to set targets for improving pavement conditions. Target setting will help staff and decision makers evaluate the allocation of resources for maintaining pavement infrastructure.

By focusing on pavement condition, the PCI rating allows staff to target the most effective time to perform pavement preservation treatments. Pavement preservation treatments are the most efficient use of the City's limited resources, because the treatments are typically low cost and preserve past investment in infrastructure. The pavement condition targets below align with the most effective time to perform preservation treatments and are established as the City's target ratings.

### Target Ratings:

- Pavement Condition Index (PCI) Rating for **Arterial/Collector Roads – 75**
- Pavement Condition Index (PCI) Rating for **Local Roads – 70**

### Current Ratings:

- Pavement Condition Index (PCI) Rating for **Arterial/Collector Roads – 80**
- Pavement Condition Index (PCI) Rating for **Local Roads – 72**

## Roadway Functional Classification

The functional classification of roadways defines the role of each individual facility within the larger City-wide roadway network. Functional classification carries with it requirements and expectations for roadway design, including: speed, capacity, and relationship to existing and future land use development. Federal legislation continues to use functional classification in determining eligibility for funding under the Federal-aid program.

- Arterial Roadways - provide service for trips of moderate length, serve geographic areas that are smaller than their higher classified roadways and offer connectivity to the larger, regional roadway. In an urban context, provide inter- and intra-community continuity.
- Collector Roadways - serve a critical role in the roadway network by gathering traffic from local roads and funneling them to the arterial network.
- Local Roadways - account for the largest percentage of roadway in terms of mileage. They are not intended for use in long distance travel, except at the origin or destination end of the trip.

## Approach to Funding

The Plan's approach to funding provides a predictable use of roadway funding while maintaining flexibility for annual changes in revenues, conditions and grant opportunities. Currently, two City budgets fund the maintenance and capital improvements for the City's transportation network. The two budget funds are the General Fund and the Capital Fund.

The Pavement Management Plan establishes a five-year plan that feeds into the City's Capital Improvement Program (CIP), which funds both short and long-term road projects through the Capital budget. The Plan also guides maintenance activities through the General Fund to be used for activities, such as crack filling, asphalt patching, minor concrete repair, street sweeping, and striping City-wide.

If supplemental funds are allocated to the program within the five-year cycle, as a one-time allocation or as a grant opportunity, projects will be recommended for implementation in accordance with the project selection and cost saving strategies outlined in the Plan. Any additional funding will be used in the allocated fiscal year and staff will document how and where funding is used.

## Annual Implementation Schedule

Pavement Condition Evaluations	March – May
Project Evaluation/Recommendations	April – May
Council Adopts One & Six Road Plan	June
Council Adopts Road Projects in CIP	July
Project Design	October – January
Advertise Project(s) for Bidding	November – December
Project Execution/Notice to Proceed	February – March
Project Construction	March – October

## Pavement Condition Evaluations (March–May)

All City streets will be analyzed by a data collection van every three (3) years to update the PCI data and track the overall progress of the Pavement Management Plan.

Visual pavement condition evaluations will be conducted annually by City staff prior to providing recommended street improvement projects. Reliance on these evaluations will play a critical role in identifying changes resulting from the winter season and facilitates a feasible approach for continuous maintenance of the City's transportation infrastructure.

## Project Evaluation/Recommendations (April–May)

In June of each year, road projects will be presented to the La Vista City Council as a component of the One & Six Road Plan for approval. Recommended projects will be based on the project evaluation factors discussed in the previous section with consideration given to available funding. Final approval of road projects takes place with the City Council's adoption of the Capital Improvement Program in conjunction with the budget process.

Pavement projects will be recommended based on multiple evaluation factors. One of these factors is the pavement condition index (PCI) rating. The City uses the following PCI ranges to categorize the relative condition of a roadway:

- 86 to 100      Good
- 71 to 85      Satisfactory
- 56 to 70      Fair
- 41 to 55      Poor
- 26 to 40      Very Poor
- 11 to 25      Serious
- Less than 11      Failed

The PCI rating is calculated using standards developed by the U.S. Army Corps of Engineers and measures the type, extent, and severity of pavement surface distresses and smoothness of the road. The PCI helps to evaluate the rate of pavement deterioration and to develop an appropriate preventive maintenance strategy.

The following PCI ranges are used to help determine the appropriate pavement treatment:

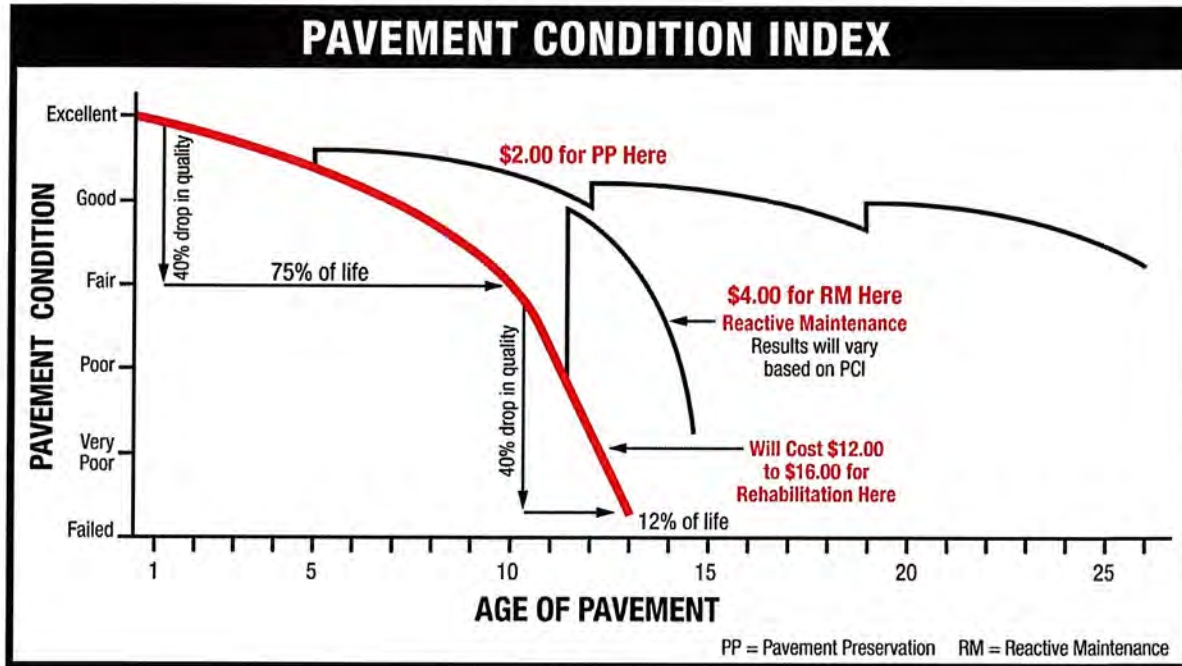
- |                         |  |
|-------------------------|--|
| • PCI of 85 or greater  | <b>Corrective Maintenance</b> (Crack Sealing, Joint Repairs) |
| • PCI between 66 and 84 | <b>Surface Preservation/Treatments</b> (Chip Seal, UBAS)     |
| • PCI between 41 and 65 | <b>Surface Rehabilitation</b> (Mill & Overlay)               |
| • PCI between 26 and 40 | <b>Major Rehabilitation</b> (Extensive Panel Replacement)    |
| • PCI less than 25      | <b>Reconstruction</b> (Full Depth Replacement)               |

Remaining factors used to further prioritize projects:

- Roadway Functional Classification
- Safety
- Average Daily Traffic (ADT)
- Preventive and Corrective Maintenance Requirements
- Coordination with Other Agencies



Preventive and corrective maintenance projects are a high priority of the Plan. When streets begin to fail, they fail quickly and the costs to repair them increase dramatically. Focusing on maintaining streets in good condition provides the most efficient use of the City's limited resources.



To capitalize on opportunities for construction cost savings, large projects with a particular type of pavement treatment within a consolidated geographic area are likely to be recommended over smaller dispersed projects for which the City would have multiple contractors. This approach reduces mobilization costs and capitalizes on economies of scale.

### **Project Design (October–January)**

Project design begins after City Council approval of the CIP and when funding becomes available in the new fiscal year. The length of time required to design is very dependent on the type of project. Preventative maintenance projects typically have a shorter design phase compared to a reconstruction project. Some maintenance projects can necessitate a comprehensive design because each project requires staff evaluation of potential opportunities to upgrade outdated facilities or to address issues such as ADA accessibility, poor street design, or failing storm drainage infrastructure.

### **Advertise Project(s) for Bidding (November–December)**

Once the design phase is complete, construction projects will be advertised for private construction firms to submit proposals consistent with City of La Vista purchasing and contract policies. Cost proposals fluctuate with market conditions. If cost proposals are above estimates, projects may need to be scaled down or the number of projects reduced.

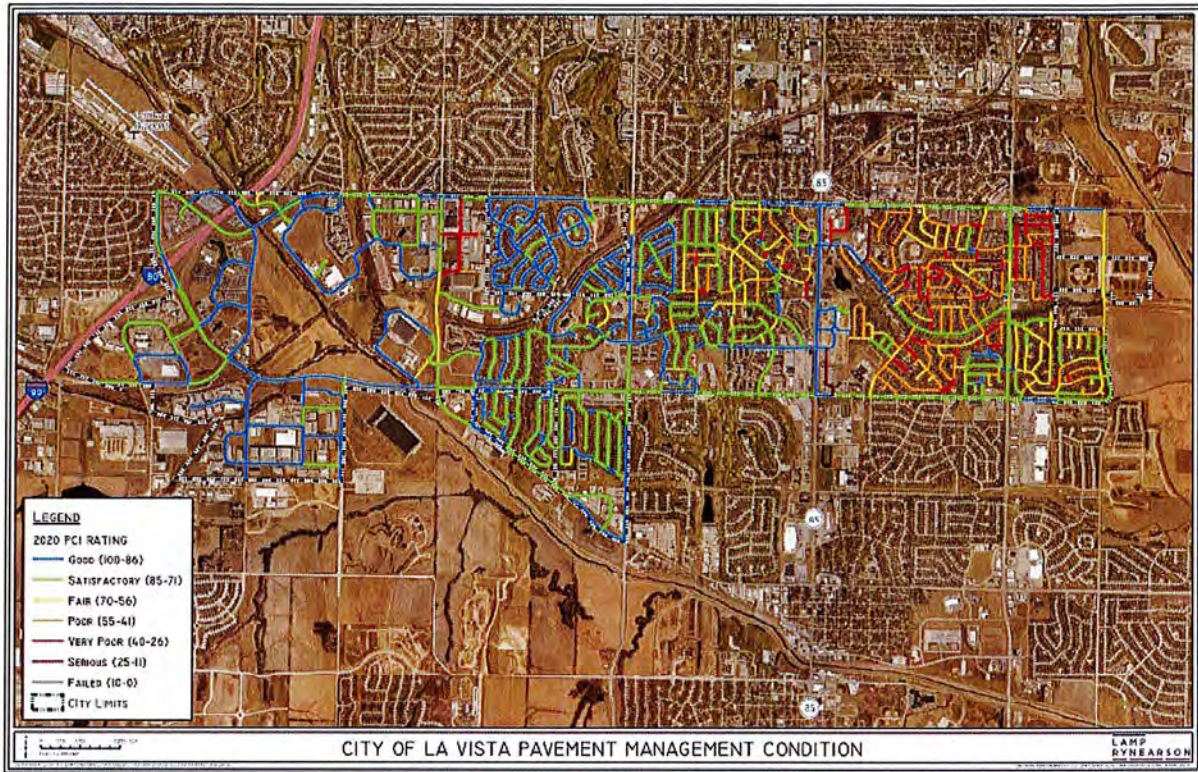
### **Project Execution/Notice to Proceed (February–March)**

Once cost proposals are accepted, City staff will initiate/negotiate a contract for the construction services in accordance with the City's Purchasing and Contracts Policies and Procedures.

### **Project Construction (March–October)**

Once a contract is executed, construction can begin. The actual start date will depend on a variety of factors, but primarily contractor availability and weather. Residences and businesses abutting the construction area will be notified prior to construction activity.

## Appendix A







**LA VISTA POLICE DEPARTMENT  
INTER-DEPARTMENT MEMO**

---

**TO:** Pam Buethe, City Clerk

**FROM:** Chief Robert S. Lausten

**DATE:** March 14, 2021

**RE:** LOCAL BACKGROUND- MANAGER  
SWIZZLE STIX

**CC:**

---

The police department reviewed the Nebraska Liquor Control Commission documents completed by the applicant and conducted a check of local records relating to the Manager Application for Michelle Van Leuven. Van Leuven has no criminal 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.



**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

FEB 22 2021

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

Name of Corporation/LLC: SSL Operating Group LLC

Liquor License Number: 117333 Class Type I (if new application leave blank)

Premise Trade Name/DBA: Swizzle Stix Lounge

Premise Street Address: 7101 S. 84th Street

City: La Vista County: Sarpy Zip Code: 68128

Premise Phone Number: (402) 339-1606

Premise Email address: corporatefilings@ehpv.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)

**Van Leuven** Last Name: **Michelle** First Name: MI: **L**  
Home Address: **9704 S 25th Ave**  
City: **Bellevue** County: **Sarpy** Zip Code: **68123 - 4043**  
Home Phone Number: [REDACTED]  
Driver's License Number & State: [REDACTED]  
Social Security Number: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: [REDACTED]  
Email address: **mvanleuven@lavistakeno.com**

☒ YES

☐ NO

**Van Leuven** Spouses Last Name: **Jason** First Name: MI: **M**  
Social Security Number: [REDACTED]  
Driver's License Number & State: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: [REDACTED]

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Bellevue, NE	2016	2021	Bellevue, NE	2016	2021
Bellevue, NE	2014	2016	Bellevue, NE	2014	2016
La Vista, NE	2012	2014	La Vista, NE	2012	2014
Omaha, NE	2009	2012	Omaha, NE	2009	2012

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	current	LVK Holdings LLC dba La Vista Keno	Todd Ryan	402-339-7776
2009	2017	EHPV Lottery Services LLC	Robert Rech	402-339-7776

**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

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: 9/9/2020 Name on Certificate: Michelle Van Leuven

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Michelle Van Leuven	09/2020	Responsible Beverage Service Training (NE)

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Michelle Van Leuven/Keno Manager	7/21/2016	La Vista Keno, 7101 S 84th St, La Vista NE 68128

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

☐ NO

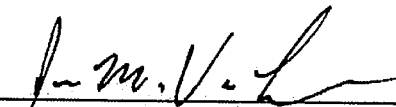
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. 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

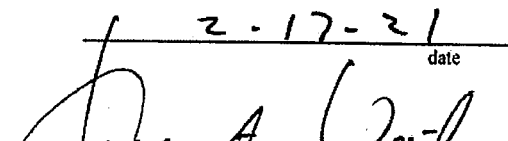
State of Nebraska  
County of SARPY

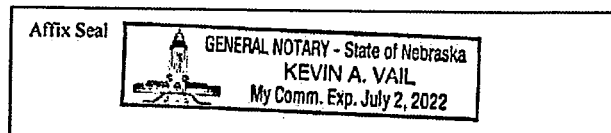
The foregoing instrument was acknowledged before me this

2-17-21  
date

by Michelle L. Van Leuven

NAME OF PERSON BEING ACKNOWLEDGED

  
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.


**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**


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

Office Use
RECEIVED
FEB 22 2021
NEBRASKA LIQUOR CONTROL COMMISSION

☒ I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

☒ I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

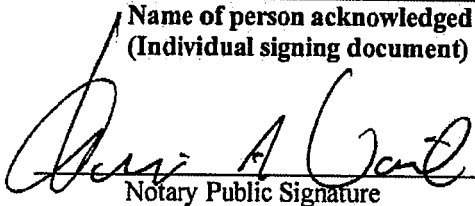
  
Signature of **NON-PARTICIPATING SPOUSE**  
**Jason M. Van Leuven**  
Print Name

  
Signature of **APPLICANT**  
**Michelle L. Van Leuven**  
Print Name

State of Nebraska, County of Sarpy

The foregoing instrument was acknowledged before me  
this 2.17.2021 (date)

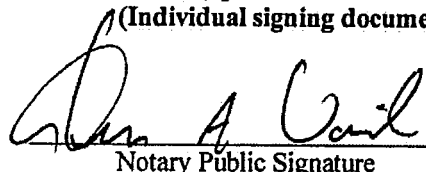
by **Jason M. Van Leuven**  
Name of person acknowledged  
(Individual signing document)

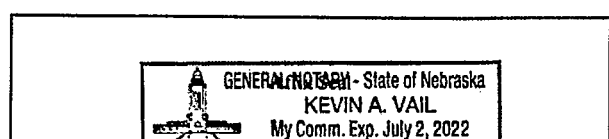
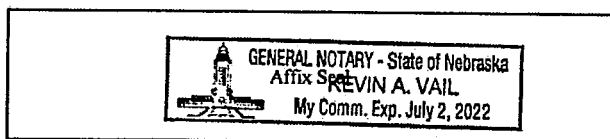
  
Notary Public Signature

State of Nebraska, County of Sarpy

The foregoing instrument was acknowledged before me  
this 2.17.2021 (date)

by **Michelle L. Van Leuven**  
Name of person acknowledged  
(Individual signing document)

  
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

# *Certificate of Achievement*

- for those who serve or sell alcohol in Nebraska

**MICHELLE VAN LEUVEN**  
holds a

State Alcohol certificate

Permit # RB-0131267

Permit Expires: 09-09-2023 Amount Paid: \$

 **Responsible Beverage Service Training**   
**N E B R A S K A**

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
134329	03/17/2021	ALFRED BENESCH & COMPANY	3,578.23	N
134330	03/17/2021	DESIGN WORKSHOP INC	11,960.00	N
134331	03/17/2021	FELSBURG HOLT & ULLEVIG INC	3,523.52	N
134332	03/17/2021	HOBBY LOBBY STORES INC	319.15	N
134333	03/17/2021	HUNDEN STRATEGIC PARTNERS	10,000.00	N
134334	03/17/2021	THE HARRY A KOCH COMPANY	14,731.00	N
134335	03/17/2021	THOMPSON DREESSEN & DORNER, IN	675.00	N
134336	03/17/2021	VERIZON WIRELESS	344.04	N
134337	04/06/2021	911 CUSTOM LLC	382.35	N
134338	04/06/2021	AA WHEEL & TRUCK SUPPLY INC	436.07	N
134339	04/06/2021	AGA	130.00	N
134340	04/06/2021	ALUMINUM ATHLETIC EQUIPMENT CO	220.00	N
134341	04/06/2021	AMAZON CAPITAL SERVICES, INC.	1,235.49	N
134343	04/06/2021	AMERICAN LEGAL PUBLISHING CO	399.00	N
134344	04/06/2021	ASPEN EQUIPMENT COMPANY	3,796.80	N
134345	04/06/2021	AT&T MOBILITY LLC	97.40	N
134346	04/06/2021	BARCO MUNICIPAL PRODUCTS INC	258.21	N
134347	04/06/2021	BAUER BUILT INC	1,823.39	N
134348	04/06/2021	BERGANKDV LLC	25,500.00	N
134349	04/06/2021	BIBLIONIX LLC	3,020.00	N
134350	04/06/2021	BISHOP BUSINESS EQUIPMENT COMPA	316.66	N
134351	04/06/2021	BOB'S RADIATOR REPAIR CO INC	757.00	N
134352	04/06/2021	BOOT BARN	150.00	N
134353	04/06/2021	BUILDERS SUPPLY CO INC	370.75	N
134354	04/06/2021	CENTER POINT, INC.	817.32	N
134355	04/06/2021	CINTAS CORPORATION NO. 2	461.37	N
134356	04/06/2021	CITY OF OMAHA	234,976.43	N
134357	04/06/2021	CITY OF PAPILLION	12,045.28	N
134358	04/06/2021	COLLAB. SUMMER LIBRARY PROGRAM	426.87	N
134359	04/06/2021	CORNHUSKER INTL TRUCKS INC	63.09	N
134360	04/06/2021	COX COMMUNICATIONS, INC.	147.03	N
134361	04/06/2021	CULLIGAN OF OMAHA	32.80	N
134362	04/06/2021	CUMMINS CENTRAL POWER LLC	747.04	N
134363	04/06/2021	DATASHIELD CORPORATION	60.00	N
134364	04/06/2021	DAVID TOELLE	50.00	N
134365	04/06/2021	DOG WASTE DEPOT	1,524.36	N
134366	04/06/2021	DOUGLAS COUNTY SHERIFF'S OFC	600.00	N
134367	04/06/2021	DXP ENTERPRISES INC	124.68	N
134368	04/06/2021	EBSCO INFORMATION SERVICES	3,286.93	N
134369	04/06/2021	EBY, LEONARD	60.00	N
134370	04/06/2021	ECHO GROUP INCORPORATED	141.12	N
134371	04/06/2021	EDGEWEAR SCREEN PRINTING	2,125.00	N
134372	04/06/2021	EJS SUPPLY	2,947.66	N
134373	04/06/2021	FAC PRINT & PROMO COMPANY	198.00	N
134374	04/06/2021	FERGUSON ENTERPRISES INC #226	95.01	N
134375	04/06/2021	FILTER CARE OF NEBRASKA	63.60	N
134376	04/06/2021	FIRST RESPONDERS FOUNDATION	1,000.00	N
134377	04/06/2021	FIRST WIRELESS INC	116.00	N
134378	04/06/2021	FISHER PARKING & SECURITY INC	11,950.00	N
134379	04/06/2021	FOCUS PRINTING	2,293.23	N
134380	04/06/2021	GALE	996.47	N
134381	04/06/2021	HUNTEL COMMUNICATIONS, INC	310.00	N
134382	04/06/2021	INGRAM LIBRARY SERVICES	2,222.17	N
134383	04/06/2021	INLAND TRUCK PARTS & SERVICE	10.52	N
134384	04/06/2021	J & J SMALL ENGINE SERVICE	568.78	N
134385	04/06/2021	JOHNSON CONTROLS US HOLDINGS L	482.00	N
134386	04/06/2021	KANOPY, INC.	133.00	N
134387	04/06/2021	KEYMASTERS LOCKSMITH	149.25	N
134388	04/06/2021	KRIHA FLUID POWER CO INC	200.42	N
134389	04/06/2021	LEAGUE OF NEBR MUNICIPALITIES	140.00	N



User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
134390	04/06/2021	LIBRARY IDEAS LLC	972.80	N
134391	04/06/2021	LOGAN CONTRACTORS SUPPLY	33,817.00	N
134392	04/06/2021	LOVELAND GRASS PAD	131.67	N
134393	04/06/2021	MACQUEEN EQUIPMENT LLC	761.34	N
134394	04/06/2021	MAPLE 85	1,520.55	N
134395	04/06/2021	MENARDS-RALSTON	304.65	N
134396	04/06/2021	METAL DOORS AND HARDWARE CO	32.00	N
134397	04/06/2021	METROPOLITAN COMMUNITY COLLEG	11,357.01	N
134398	04/06/2021	MIDWEST RESTORATIONS	75.00	N
134399	04/06/2021	MIDWEST TAPE	119.39	N
134400	04/06/2021	MSC INDUSTRIAL SUPPLY CO	700.81	N
134401	04/06/2021	NEBRASKA TURFGRASS ASSOCIATION	150.00	N
134402	04/06/2021	NMC EXCHANGE LLC	77.90	N
134403	04/06/2021	OFFICE DEPOT INC	645.30	N
134404	04/06/2021	OMNI ENGINEERING	2,039.00	N
134405	04/06/2021	P.Q.L., INC.	394.41	N
134406	04/06/2021	PAUL EBISCH	50.00	N
134407	04/06/2021	PAY-LESS OFFICE PRODUCTS INC	200.94	N
134408	04/06/2021	RDG PLANNING & DESIGN	2,775.00	N
134409	04/06/2021	RED EQUIPMENT LLC	449.59	N
134410	04/06/2021	REGAL AWARDS INC.	53.00	N
134411	04/06/2021	REPCO MARKETING INC	38.30	N
134412	04/06/2021	RHOMAR INDUSTRIES INC	996.02	N
134413	04/06/2021	SARPY COUNTY COURTHOUSE	4,313.96	N
134414	04/06/2021	SARPY COUNTY TREASURER	12,523.65	N
134415	04/06/2021	SHI INTERNATIONAL CORP.	788.26	N
134416	04/06/2021	SIRCHIE ACQUISITION COMPANY, LLC	115.29	N
134417	04/06/2021	SOUTHERN UNIFORM & EQUIPMENT	412.72	N
134418	04/06/2021	SUBSURFACE SOLUTIONS	684.00	N
134419	04/06/2021	SUBURBAN NEWSPAPERS INC	730.39	N
134420	04/06/2021	SUCCESS FACTORS INCORPORATED	11,408.51	N
134421	04/06/2021	SUN VALLEY LANDSCAPING	400.00	N
134422	04/06/2021	THE COLONIAL PRESS, INC	1,126.85	N
134423	04/06/2021	THE FILTER SHOP, INC.	377.28	N
134424	04/06/2021	THE SCHEMMER ASSOCIATES INC	1,075.00	N
134425	04/06/2021	TORNADO WASH LLC	273.00	N
134426	04/06/2021	TREMCO PRODUCTS INC	2,405.70	N
134427	04/06/2021	UNIVERSITY OF NEBRASKA LINCOLN	360.00	N
134428	04/06/2021	VERIZON CONNECT NWF, INC.	631.41	N
134429	04/06/2021	WATCHGUARD, INC.	30.00	N
134430	04/06/2021	WATERLINK INC	1,131.64	N
134431	04/06/2021	WATKINS CONCRETE BLOCK CO INC	600.00	N
134432	04/06/2021	WELDON PARTS INC.	276.72	N
134433	04/06/2021	WOODHOUSE FORD-BLAIR	87.28	N
134434	04/06/2021	WOODHOUSE FORD-BLAIR	73.03	N
134435	04/06/2021	ZOO BOOKS MAGAZINE	45.00	N
TOTAL:			463,120.86	

APPROVED BY COUNCIL MEMBERS ON: 04/06/2021

COUNCIL MEMBER

COUNCIL MEMBER

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
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COUNCIL MEMBER				
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		COUNCIL MEMBER		
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COUNCIL MEMBER				
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**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 6, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
HARRISON HILLS REPLAT SEVEN STRECK, INC. (SUBDIVISION AGREEMENT)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

During the March 16<sup>th</sup> City Council meeting, City Council approved of the replat and subdivision agreement for Harrison Hills Replat 7. However, errors were discovered in the resolution to approve of the subdivision agreement. These errors have since been corrected, but the revised resolution needs to be reapproved by City Council.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Planning Commission reviewed Harrison Hills Replat 7 on February 18, 2021, and unanimously recommended approval contingent upon on the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

During the March 16<sup>th</sup> City Council meeting, City Council approved of the replat and subdivision agreement for Harrison Hills Replat 7. However, errors were discovered in the resolution to approve of the subdivision agreement. These errors have since been corrected, but the revised resolution needs to be reapproved by City Council.

A detailed staff report for the overall replat project and revised resolution for the subdivision agreement is attached.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA  
APPROVING A SUBDIVISION AGREEMENT FOR HARRISON HILLS REPLAT 7.

WHEREAS, the City Council did on March 16, 2021, approve of Harrison Hills Replat 7 subject to certain conditions; and

WHEREAS, the Subdivider, Streck Inc., as owner 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 Subdivision Agreement 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 6TH DAY OF APRIL, 2021.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk



**CITY OF LA VISTA  
PLANNING DIVISION  
RECOMMENDATION REPORT**

CASE NUMBERS: PRP20-0002;

FOR HEARING OF: MARCH 16, 2021  
REPORT PREPARED ON: MARCH 8, 2021

**I. GENERAL INFORMATION**

**A. APPLICANT:**

Streck, Inc.  
7002 S 109<sup>th</sup> Street  
La Vista, NE 68128

**B. PROPERTY OWNER:**

Streck, Inc.  
7002 S 109<sup>th</sup> Street  
La Vista, NE 68128

**C. LOCATION:** 11725 S 118<sup>th</sup> Street; Generally located south of the intersection of S. 117<sup>th</sup> Street and Emiline Street.

**D. LEGAL DESCRIPTION:** Lots 1 and 16 Harrison Hills (to be replatted as Lots 1 and 2 Harrison Hills Replat 7).

**E. REQUESTED ACTION(S):** Approval of a Replat to allow for the construction and operation of a multi-family housing development on the proposed Lot 1 Harrison Hills Replat 7.

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

**G. PURPOSE OF REQUEST:** Consolidation of Lot 16 Harrison Hills into Lot 1 Harrison Hills and the division of Lot 1 Harrison Hills into two lots to allow for the development of multi-family housing units (apartments).

**H. SIZE OF SITE:** Approximately 3.03 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** The property slopes gradually downward to the south and to the west;

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

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Commercial	C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District)	Vacant properties, Casey's under development, Restaurant Depot
East	High-Density Residential	R-3 High-Density Residential	Harrison Hills Apartments
South	Industrial	I-1 Light-Industrial	Stepper-ettes Dance, SalonCentric
West	Parks and Recreation	TA – Transitional Agriculture, Gateway Corridor District (Overlay District)	Vacant property, old sod farm property

**C. RELEVANT CASE HISTORY:**

1. A Planned Unit Development Site Plan was approved by Council on November 5, 2019 for Lots 1 and 16 Harrison Hills to prepare for the development of Streck, Inc.'s new facility.
2. Phase 1 of construction for Streck, Inc.'s new facility is nearing completion.
3. The subject property was rezoned to R-3 High Density Residential with PUD District and Gateway Corridor District overlays on December 15, 2020.

**D. APPLICABLE REGULATIONS:**

1. Section 3.07 of the Subdivision Regulations - Replats
2. Section 5.08 of the Zoning Regulations – R-3 High Density Residential.
3. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District).

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

1. The Future Land Use Map of the Comprehensive Plan currently designates the proposed Lot 1 as High-Density Residential and Lot 2 as Industrial.

**B. OTHER PLANS: N/A.**

**C. TRAFFIC AND ACCESS:**

1. Access to this property would be through Emiline Street, which connects to the arterial Harrison Street through

intersections at 115<sup>th</sup>, 117<sup>th</sup>, and 118<sup>th</sup> Street. These streets have sufficient capacity to handle the traffic demands of multifamily residential development.

2. A draft traffic memo has been submitted to the City that analyzes impacts to the traffic signals on Harrison Street. The memo has been forwarded to the City of Omaha for their review as the impacted traffic signal on Harrison Street is under the jurisdiction of Omaha.

**D. UTILITIES:**

1. The property has access to sanitary sewer, water, gas, power, and communication utilities.

**E. PARKING REQUIREMENTS:**

1. All developments will need to meet the minimum parking requirements of the underlying zoning district, unless as modified by the PUD site plan and ordinance for this area as amended.

**F. LANDSCAPING:**

1. The landscaping for any developments on this site will need to comply with the requirements of the Zoning Ordinance and of the Gateway Corridor Design Guidelines. Review letters from the City's Design Review Architect regarding the proposed landscaping plan are included for review.

**IV. REVIEW COMMENTS:**

- A. Any traffic signal improvements required by the City of Omaha must be completed prior to the issuance of a Certificate of Occupancy and is addressed through the Subdivision.
- B. In addition to the approval of Harrison Hills Replat 7 and prior to development, the applicant will be required to receive approval of the revised PUD Site Plan and Conditional Use Permit (CUP). The applicant will also be required to complete the design review process prior to commencement of development of the property.
- C. The applicant will need to prepare a subdivision agreement with city staff prior to the review of the Replat by City Council.

**V. STAFF RECOMMENDATION – REPLAT:**

Staff recommends approval of the replat of Lots 1 and 16 Harrison Hills, being replatted as Lots 1 and 2 Harrison Hills Replat 7, contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**VI. PLANNING COMMISSION RECOMMENDATION – REPLAT:**

The Planning Commission held a meeting on February 18, 2021 and recommended approval of the replat of Lots 1 and 16 Harrison Hills, being replatted as Lots 1 and 2 Harrison Hills Replat 7, contingent on the


resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.


**VII. ATTACHMENTS TO REPORT:**

- A. Vicinity Map
- B. Staff Review Letters
- C. Draft Replat map set

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

- A. Constance Ryan, Streck, Inc.
- B. Caleb Snyder, Lamp Rynearson
- C. Zach Reinhardt, Burlington Capital
- D. Public Upon Request

  
\_\_\_\_\_  
Prepared by: Deputy Community Development Director

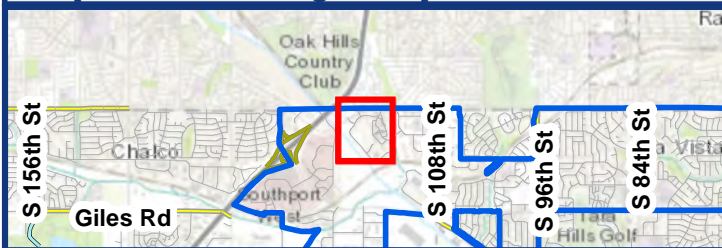
  
\_\_\_\_\_  
Community Development Director

  
\_\_\_\_\_  
Date





## Replat Vicinity Map



**Streck, Inc.**  
**Harrison Hills Replat 7**

2/12/2021 CB







December 23, 2020

Zach Reinhardt  
Burlington Capital  
1004 Farnam St. Ste 400  
Omaha, NE 68102

RE: Harrison Hills Replat 7 – Initial Review Letter

Mr. Reinhardt,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Subdivision Regulations, the City has the following comments:

1. Section 3.07.03, Section 3.03.02 – Topography needs to be updated as to show current existing grades vs. proposed grading for the next phase.
2. Section 3.07.03, Section 3.03.03 – Phasing needs to be updated to show the existing phase, the proposed phase included in the housing project, and future phases of the project.
3. Section 3.07.03, Section 3.03.07 – Preliminary Plat exhibit needs to show existing structures within 200 feet of the property.
4. Section 3.07.03, Section 3.03.07 – Storm sewer linework needs to differentiate between the existing storm sewer system and the proposed storm sewer improvements as to show if existing storm sewer network will need to be modified to accommodate the contemplated site revisions.
5. Section 3.07.07, Section 3.03.13 – The limits of the flood way and floodplain in the vicinity of the property should be shown.

**City Hall**  
8116 Park View Blvd.  
La Vista, NE 68128-2198  
402.331.4343 P  
402.331.4375 F

**Community Development**  
8116 Park View Blvd.  
402.593.6400 P  
402.593.6445 F

**Library**  
9110 Giles Rd.  
402.537.3900 P  
402.537.3902 F

**Police**  
7701 S. 96th St.  
402.331.1582 P  
402.331.7210 F

**Public Works**  
9900 Portal Rd.  
402.331.8927 P  
402.331.1051 F

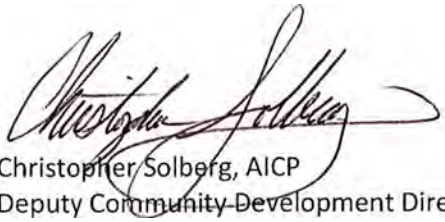
**Recreation**  
8116 Park View Blvd.  
402.331.3455 P  
402.331.0299 F

6. Section 3.07.03, Section 3.03.14 – Building setback lines are not shown on the submittal, however leaders with setback distances are shown in the PUD submittal.
7. Section 3.07.03, Section 3.03.15 – The Post Construction Storm Water Management Plan shows dry detention basin that will be conveying drainage from Lot 1 through a permanent storm sewer easement in Lot 2. The intent of the maintenance is unclear as to if Lot 1 will be required to contribute to the maintenance of the dry detention basin, or if Lot 2 will be solely responsible for the operation and maintenance of the BMP. If the intent is to have both lots share in the maintenance as a common area, this will need to be depicted, and a subdivision agreement is likely necessary.
8. Section 3.07.03, Section 3.03.15 – The legal description needs to include total acreage involved in the plat.
9. Section 3.07.03, Section 3.03.16 – Site currently has a Stormwater Pollution Prevention Plan (SWPPP) due to current phase of work, however, SW PPP will likely need to be revised as the grading and/or storm sewer design is revised.
10. Section 3.07.03, Section 3.03.19 – A revised traffic study was submitted for this project. As the signal at 118th and Harrison is owned and operated by the City of Omaha, and any signal, if installed, at the intersection of 115th/116th and Harrison Street would likely be owned and operated by the City of Omaha. The City of Omaha will need to review and approve the traffic study as revised.
11. Section 3.07.03, Section 3.05.18 – Please clarify if there is a lien holder for the property involved in the plat. If so, the Lien Holder Consent block shall be added to the Final Plat.
12. Section 3.07.03, Section 3.05.19 – As the Surveyor's Certification states that permanent markers will be set at all property corners, we will require a Staking Bond of \$500.00 as to ensure that all property corners are set.
13. Section 3.07.03, Section 3.05.24 – Should the City of Omaha require public improvements related to the traffic study, we will require that you show the cost of any public improvements.
14. Section 3.07.03, Section 3.05.25 – Staff are currently reviewing the subdivision agreement that you submitted. Said agreement will need to be in acceptable form prior to action by City Council.

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

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

Thank you,

A handwritten signature in black ink, appearing to read "Christopher Solberg", written over a horizontal line.

Christopher Solberg, AICP  
Deputy Community Development Director

cc:

Caleb Snyder, Lamp Rynearson  
Constance Ryan, Streck Inc.  
Bruce Fountain, Community Development Director – City of La Vista  
Pat Dowse, City Engineer – City of La Vista

January 25, 2021

**LAMP  
RYNEARSON**

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

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

Reference: Streck, Inc. – Harrison Hills  
Replat 7 Initial Review Submittal Comments  
Project No.: 0118087.06-003

Dear Mr. Solberg:

Submitted herewith are our responses to the comments included in the City of La Vista's Harrison Hills Replat 7 initial review letter dated December 23, 2020 regarding the Streck, Inc. – Harrison Hills, Planned Unit Development submittal.

**Review Comments:**

1. Section 3.07.03, Section 3.03, 02 – Topography needs to be updated as to show current existing grades vs. proposed grading for the next phase.

**Response:** The topography shown on the preliminary plat has been updated to show the site's existing grades. Exhibit G has been added to show the proposed grading for the housing phase.

2. Section 3.07.03, Section 3.03.03 – Phasing needs to be updated to show the existing phase, the proposed phase included in the housing project, and future phases of the project.

**Response:** The phasing on Exhibits C-G has been updated to reflect the proposed phasing.

3. Section 3.07.03, Section 3.03.07 – Preliminary Plat exhibit needs to show existing structures within 200 feet of the property.

**Response:** This has been added to the preliminary plat exhibit.

4. Section 3.07.03, Section 3.03.07 – Storm sewer linework needs to differentiate between the existing storm sewer system and the proposed storm sewer improvements as to show if existing storm sewer network will need to be modified to accommodate the contemplated site revisions.

**Response:** This has been completed as requested.

5. Section 3.07.07, Section 3.03.13 – The limits of the flood way and floodplain in the vicinity of the property should be shown.

**Response:** This has been completed as requested.



6. Section 3.07.03, Section 3.03.14 – Building setback lines are not shown on the submittal, however leaders with setback distances are shown in the PUD submittal.

**Response:** The preliminary plat exhibit includes the city's minimum setback requirements for the proposed R-3 zoning and I-1 zoning. The proposed building setbacks are shown on the Exhibit C.

7. Section 3.07.03, Section 3.03.15 – The Post Construction Storm Water Management Plan shows dry detention basin that will be conveying drainage from Lot 1 through a permanent storm sewer easement in Lot 2. The intent of the maintenance is unclear as to if Lot 1 will be required to contribute to the maintenance of the dry detention basin, or if Lot 2 will be solely responsible for the operation and maintenance as a common area, this will need to be depicted, and a subdivision agreement is likely necessary.

**Response:** The maintenance of the dry detention basin will be outlined in the subdivision agreement.

8. Section 3.07.03, Section 3.03.15 – The legal description needs to include total acreage involved in the plat.

**Response:** The total acreage is included in the legal description on both the preliminary and final plat exhibits.

9. Section 3.07.03, Section 3.03.16 – Site currently has a Stormwater Pollution Prevention Plan (SWPPP) due to current phase of work, however, SWPPP will likely need to be revised as the grading and/or storm sewer design is revised.

**Response:** Agreed, the SWPPP will be updated once the housing phase design has been finalized.

10. Section 3.07.03, Section 3.03.19 – A revised traffic study was submitted for this project. As the signal at 118<sup>th</sup> and Harrison is owned and operated by the City of Omaha, and any signal, if installed, at the intersection of 115<sup>th</sup>/116<sup>th</sup> and Harrison Street would likely be owned and operated by the City of Omaha. The City of Omaha will need to review and approve the traffic study as revised.

**Response:** The revised traffic memo has been submitted to the City of Omaha for their review and comment.

11. Section 3.07.03, Section 3.03.18 – Please clarify if there is a lien holder for the property involved in the plat. If so, the Lien Holder Consent block shall be added to the Final Plat.

**Response:** There is no lien holder on the property.

12. Section 3.07.03, Section 3.05.19 – As the Surveyor's Certification states that permanent marker will be set at all property corners, we will require a Staking Bond of \$500.00 as to ensure that all property corners are set.

**Response:** A staking bond will be provided prior to action by City Council.

13. Section 3.07.03, Section 3.05.24 – Should the City of Omaha require public improvements related to the traffic study, we will require that you show the cost of any public improvements.

**Response:** Agreed.

14. Section 3.07.03, Section 3.05.25 – Staff are currently reviewing the subdivision agreement that you submitted. Said agreement will need to be in acceptable form prior to action by City Council.

**Response:** Agreed.

Four (4) copies of each of the following documents are included with this submittal:

1. Harrison Hills Replat 7 Preliminary Plat;
2. Harrison Hills Replat 7 Final Plat;
3. Subdivision Agreement Exhibit A – Final Plat;
4. Subdivision Agreement Exhibit B – Conditional Use Permit Operating Statement;
5. Subdivision Agreement Exhibit C – “PUD” Site Plan;
6. Subdivision Agreement Exhibit D – Landscape Plan;
7. Subdivision Agreement Exhibit E – Post Construction Storm Water Management Plan;
8. Subdivision Agreement Exhibit F – Utility Plan; and
9. Subdivision Agreement Exhibit G – Grading Plan.

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

Sincerely;

LAMP RYNEARSON, INC.



Caleb M. Snyder, P.E.  
Project Manager

Enclosures

- c: John Noble, Streck, Inc.  
Zach Reinhardt, Burlington Capital  
Tom Zuk, Holland Basham Architects  
David Warner, Holland Basham Architects



February 8, 2021

Zach Reinhardt  
Burlington Capital  
1004 Farnam St. Ste 400  
Omaha, NE 68102

RE: Harrison Hills Replat 7 – 2nd Review Letter

Mr. Reinhardt,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Subdivision Regulations, the City has the following comments:

1. Section 3.07.03, Section 3.03.07 – Preliminary Plat exhibit needs to show existing structures within 200 feet of the property. Most structures have been added, however the structures on Lot 3 Harrison Hills and Lot 1 Harrison Hills Replat 6 are still not represented.
2. Section 3.07.03, Section 3.03.19 – A revised traffic study was submitted for this project. Staff will be in contact with the City of Omaha prior to approval of the subdivision agreement to discuss any potential changes, if necessary, that need to be addressed within the agreement.
3. Section 3.07.03, Section 3.05.19 – If a staking bond is provided, as stated in the response letter, this will only have to be provided at the time of the provision of mylars after the plat's approval.

Other than the issues stated within this letter, staff is in approval of the Replat Plan Set and have added the application to the February 18<sup>th</sup> Planning Commission meeting agenda.

Please forward to the City 15 copies of the Replat Plan Set, along with an electronic copy, close of business on Wednesday, February 10, 2021 for compilation of Planning Commission packets.

The Planning Commission meeting will be held on Thursday, February 18<sup>th</sup>, 2021 at 6:30pm in the Council Chambers at La Vista City Hall located at 8116 Park View Blvd. Please have someone in attendance to present the application and to answer any questions the Planning Commission may have.

<b>City Hall</b> 8116 Park View Blvd. La Vista, NE 68128-2198 402.331.4343 P 402.331.4375 F	<b>Community Development</b> 8116 Park View Blvd. 402.593.6400 P 402.593.6445 F	<b>Library</b> 9110 Giles Rd. 402.537.3900 P 402.537.3902 F	<b>Police</b> 7701 S. 96th St. 402.331.1582 P 402.331.7210 F	<b>Public Works</b> 9900 Portal Rd. 402.331.8927 P 402.331.1051 F	<b>Recreation</b> 8116 Park View Blvd. 402.331.3455 P 402.331.0299 F
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For those in attendance, we ask that they adhere to the City of La Vista mask mandate and other general social distancing norms in relation to the current pandemic.

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

Thank you,



Christopher Solberg, AICP  
Deputy Community Development Director

cc:

Caleb Snyder, Lamp Ryneerson  
Constance Ryan, Streck Inc.  
Bruce Fountain, Community Development Director – City of La Vista  
Pat Dowse, City Engineer – City of La Vista

January 25, 2021

**LAMP  
RYNEARSON**

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

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

Reference: Streck, Inc. – Harrison Hills  
Replat 7 Initial Review Submittal Comments  
Project No.: 0118087.06-003

Dear Mr. Solberg:

Submitted herewith are our responses to the comments included in the City of La Vista's Harrison Hills Reparat 7 initial review letter dated December 23, 2020 regarding the Streck, Inc. – Harrison Hills, Planned Unit Development submittal.

**Review Comments:**

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**Response:** Agreed.

14. Section 3.07.03, Section 3.05.25 – Staff are currently reviewing the subdivision agreement that you submitted. Said agreement will need to be in acceptable form prior to action by City Council.

**Response:** Agreed.

Four (4) copies of each of the following documents are included with this submittal:

1. Harrison Hills Replat 7 Preliminary Plat;
2. Harrison Hills Replat 7 Final Plat;
3. Subdivision Agreement Exhibit A – Final Plat;
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Please call if you have any questions or concerns regarding this submittal.

Sincerely;

LAMP RYNEARSON, INC.



Caleb M. Snyder, P.E.  
Project Manager

Enclosures

- c: John Noble, Streck, Inc.  
Zach Reinhardt, Burlington Capital  
Tom Zuk, Holland Basham Architects  
David Warner, Holland Basham Architects

VIA Email

March 3, 2021

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

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

Reference: Streck, Inc. – Harrison Hills  
Replat 7 – 2nd Review Submittal Comments  
Project No.: 0118087.06-003

Dear Mr. Solberg:

Submitted herewith are our responses to the comments included in the City of La Vista's Harrison Hills Replat 7 2nd review letter dated February 8, 2021, regarding the Streck, Inc. – Harrison Hills, Replat 7 submittal.

**Review Comments:**

1. Section 3.07.03, Section 3.03.07 – Preliminary Plat exhibit needs to show existing structures within 200 feet of the property. Most structures have been added, however the structures on Lot 3 Harrison Hills and Lot 1 Harrison Hills Replat 6 are still not represented.

**Response:** The requested structures have been added as requested.

2. Section 3.07.03, Section 3.03.19 – A revised traffic study was submitted for this project. Staff will be in contract with the City of Omaha prior to approval of the subdivision agreement to discuss any potential changes, if necessary, that need to be addressed within the agreement.

**Response:** No additional comment.

3. Section 3.07.03, Section 3.05.19 – If a staking bond is provided, as stated in the response letter, this will only have to be provided at the time of the provision of mylars after the plat's approval.

**Response:** A staking bond has been provided to the city.

PDF copies of each of the following documents are included with this submittal:

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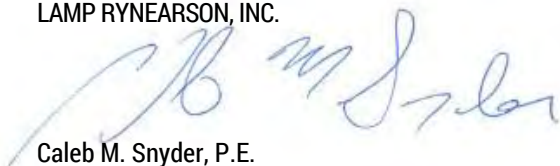


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7. Subdivision Agreement Exhibit E – Post Construction Storm Water Management Plan;
8. Subdivision Agreement Exhibit F – Utility Plan; and
9. Subdivision Agreement Exhibit G – Grading Plan.

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

Sincerely;

LAMP RYNEARSON, INC.



Caleb M. Snyder, P.E.  
Project Manager

Enclosures

c: John Noble, Streck, Inc.  
Zach Reinhardt, Burlington Capital  
Tom Zuk, Holland Basham Architects  
David Warner, Holland Basham Architects



NOTES

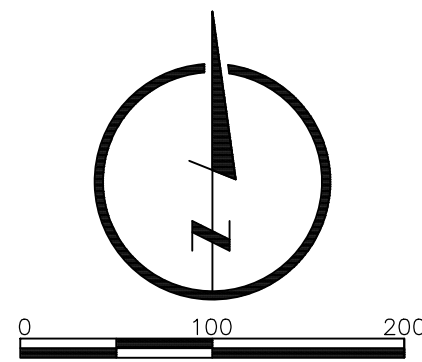
- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
- ALL ANGLES ARE 90° UNLESS NOTED.
- ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
- DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
- ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.

# HARRISON HILLS REPLAT 7

## LOTS 1 AND 2

BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

LOCATED IN:  
NW 1/4 NW 1/4 SEC. 17, T14N, R12E  
NE 1/4 NW 1/4 SEC. 17, T14N, R12E  
SW 1/4 NW 1/4 SEC. 17, T14N, R12E  
SE 1/4 NW 1/4 SEC. 17, T14N, R12E



LEGEND

- BOUNDARY LINE
- EXISTING LOT LINE
- EASEMENT LINE
- ASSUMED CURB
- SANITARY SEWER
- STORM SEWER
- GAS
- AC UNIT
- AREA INLET ROUND
- CABLE TV PULL BOX
- CABLE TV RISER
- CONIFEROUS TREE
- CONTINUE SYMBOL
- CONTROL POINT
- CURB INLET
- DECIDUOUS TREE
- FIRE HYDRANT
- GRATE INLET
- INFORMATION SIGN
- LIGHT POLE
- MANHOLE
- POWER METER
- POWER PULL BOX
- POWER RISER
- POWER TRANSFORMER
- CORNERS FOUND
- SPRINKLER VALVE BOX
- STREET LIGHT
- TELEPHONE RISER
- UNIDENTIFIED PULL BOX
- UNIDENTIFIED RISER
- WATER MANHOLE
- WATER VALVE
- BUILDING
- FENCE
- INVERT ELEVATION
- FLOW LINE
- MEASURED DIMENSIONS
- FLOOD ZONE
- BASE FLOOD
- FEMA STREAM LINE

CONTROL NOTE

- HORIZONTAL DATUM IS BASED ON THE SARPY COUNTY LOW DISTORTION COORDINATE SYSTEM.
- VERTICAL DATUM IS BASED ON NAVD88 (GEOID=12A).

UTILITY NOTES

- THIS DRAWING INCLUDES OBSERVED EVIDENCE OF SERVICES AND UTILITIES EVIDENT AT THE TIME OF SURVEY ONLY. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR THE FAILURE TO SHOW ANY BURIED SERVICE AND/OR UTILITY LINES EVEN THOUGH THEY MAY EXIST. CONTACT "ONE CALL" (1-800-331-5666) PRIOR TO ANY EXCAVATION ON THIS SITE.

### CITY OF LA VISTA ZONING ORDINANCE SECTION 5.08 R-3 HIGH DENSITY RESIDENTIAL

5.08.05 Height and Lot Requirements:

5.08.05.01 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. Building Coverage
Townhouses/Condominiums <sup>4</sup>	2,500 per unit	25' per unit	30'	10'	30'	35'	40%
Multi-family Dwelling <sup>3</sup>	2,250 per unit	100'	30'	(1)	30'	45'	40%
Other Permitted Uses	8,500	75'	30'	10'	30'	35'	30%
Other Conditional Uses	8,500	75'	30'	10'	30'	45'	30%
Publicly owned and operated facilities <sup>4</sup>	-	-	-	-	-	-	-
Accessory Buildings	-	-	50'	5'	5'	17'	10% <sup>2</sup>

### CITY OF LA VISTA ZONING ORDINANCE SECTION 5.13 I-1 LIGHT INDUSTRIAL

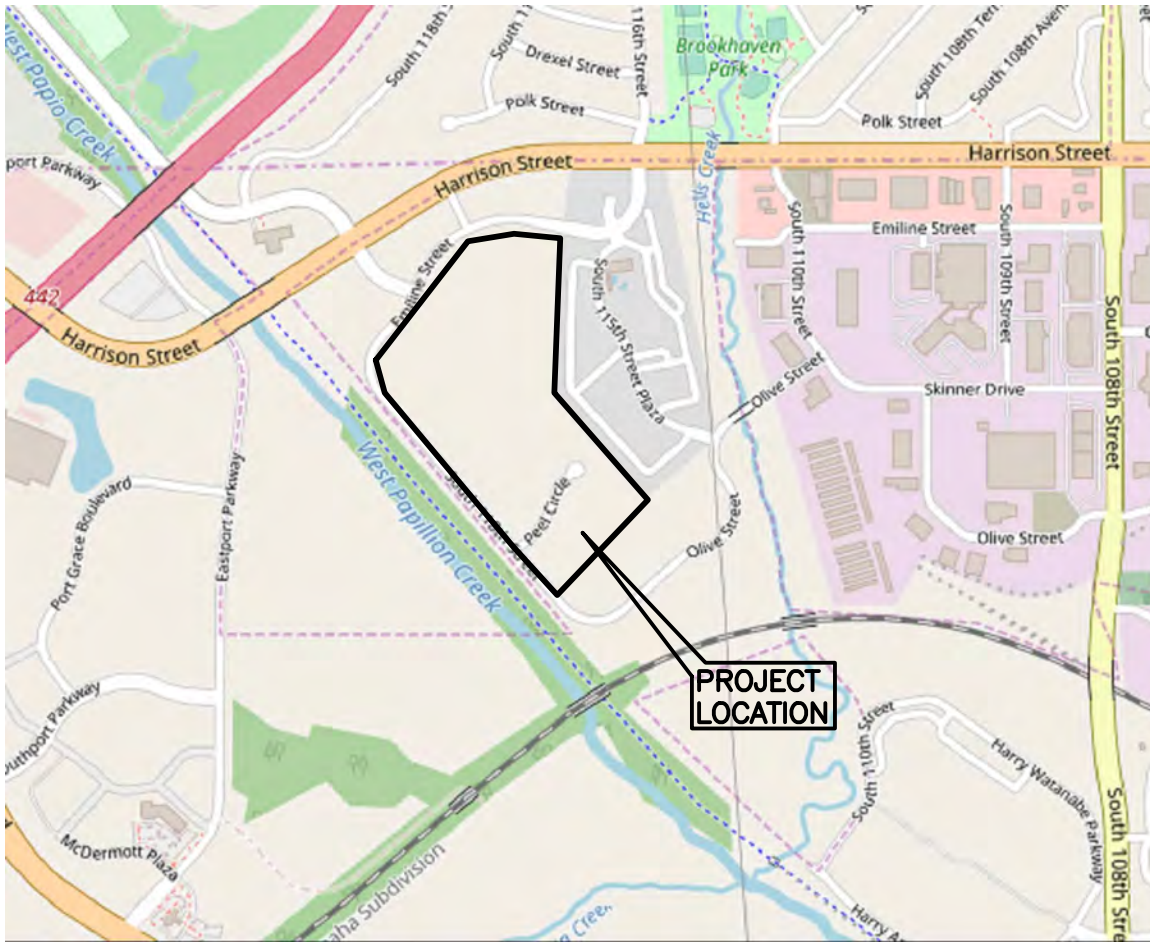
5.13.05 Height and Lot Requirements:

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

Use	Lot Area (SF) <sup>2</sup>	Lot Width <sup>2</sup>	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	100	35'+	30'	25'	45'	65%
Permitted Conditional Uses	10,000	100	35'+	30'	25'	45'	65%
Accessory Buildings	-	-	70'	10'	10'	25'	20%

<sup>1</sup> 35' 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 sixty (60) feet.

<sup>2</sup> Lots created before January 1, 2008 may have a minimum Lot Area of 10,000 square feet and may have less than the minimum 100 feet lot width. (Ordinance No. 1053, 1-15-08)



VICINITY MAP

LEGAL DESCRIPTION

LOT 1 AND LOT 16, HARRISON HILLS, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

CONTAINS 30.065 ACRES.

OWNER/ APPLICANT

STRECK, INC., A NEBRASKA CORPORATION  
7002 S 109TH STREET  
LA VISTA, NEBRASKA 68128

ENGINEER

LAMP RYNEARSON  
14710 WEST DODGE ROAD, SUITE 100  
OMAHA, NEBRASKA 68154-2027

ZONING

EXISTING: I-1  
PROPOSED: R-3, HIGH DENSITY RESIDENTIAL, PUD AND GWC OVERLAY  
LOT 1 - 3.031 ACRES

I-1 LIGHT INDUSTRIAL, PUD AND GWC OVERLAY  
LOT 2 - 27.034 ACRES  
TOTAL AREA - 30.065 ACRES

POWER: OMAHA PUBLIC POWER DISTRICT  
444 SOUTH 16TH STREET MALL  
OMAHA, NE 68102-2247

WATER: METROPOLITAN UTILITIES DISTRICT  
3100 SOUTH 61ST AVENUE  
OMAHA, NE 68106-3621

GAS: BLACK HILLS ENERGY  
501 WEST 6TH STREET  
PAPILLION, NEBRASKA 68046

FLOOD ZONE

ZONE X  
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS ILLUSTRATED BY FLOOD INSURANCE RATE MAP (FIRM), DOUGLAS COUNTY, NEBRASKA.

MAP NUMBER 31153C0055H  
MAP EFFECTIVE DATE: MAY 3, 2010  
COMMUNITY NUMBER: 310192 0055 H

MAP NUMBER 31153C0061H  
MAP EFFECTIVE DATE: MAY 3, 2010  
COMMUNITY NUMBER: 310192 0061 H

MAP NUMBER 31153C0062H  
MAP EFFECTIVE DATE: MAY 3, 2010  
COMMUNITY NUMBER: 310192 0062 H

FLOOD ZONE REQUIREMENTS MAY BE SUBJECT TO CHANGE OR MODIFICATION BY THE LOCAL GOVERNING AUTHORITY. CONTACT THE LOCAL FLOOD PLAIN MANAGER OR OTHER APPROPRIATE OFFICIAL TO DISCOVER LOCAL ORDINANCES OR CHANGES IN REGULATIONS, FUTURE OR PROPOSED.

## LAMP RYNEARSON

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

WILLIAM E. KNIGHT  
LS-666

## PRELIMINARY PLAT

HARRISON HILLS REPLAT 7 (LOTS 1 AND 2)  
SARPY COUNTY, NEBRASKA



ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE AND IT IS THE RESPONSIBILITY OF THE ENGINEER TO VERIFY THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER

ELISE MOLLAK

DATE

12-7-2020

PROJECT NUMBER

0118087.03-004

BOOK AND PAGE

18087, 1-9

SHEET



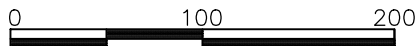
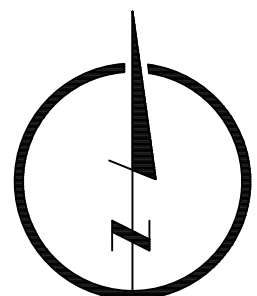
NOTES

- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
- ALL ANGLES ARE 90° UNLESS NOTED.
- ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
- DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
- ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.

# HARRISON HILLS REPLAT 7

## LOTS 1 AND 2

BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA



LOCATED IN:

NW 1/4 NW 1/4 SEC. 17, T14N, R12E  
NE 1/4 NW 1/4 SEC. 17, T14N, R12E  
SW 1/4 NW 1/4 SEC. 17, T14N, R12E  
SE 1/4 NW 1/4 SEC. 17, T14N, R12E

LEGEND

- BOUNDARY LINE
- EXISTING LOT LINE
- EASEMENT LINE

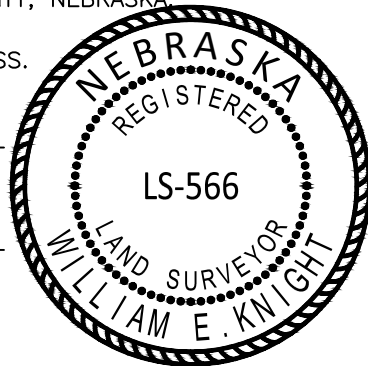
LAND SURVEYOR'S CERTIFICATE

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. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS HARRISON HILLS REPLAT 7, LOTS 1 AND 2, BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

CONTAINING 30.065 ACRES MORE OR LESS.

WILLIAM E. KNIGHT, R.L.S. 566

DATE



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, STRECK INC., A NEBRASKA CORPORATION, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HARRISON HILLS REPLAT 7, LOTS 1 AND 2; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS

PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AND AN EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOR WATER AND GAS

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

STRECK INC., A NEBRASKA CORPORATION, OWNER

CONSTANCE RYAN

(PRINTED TITLE)

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
SS

COUNTY OF )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY CONSTANCE RYAN, \_\_\_\_\_ OF  
(PRINTED TITLE)

STRECK INC., A NEBRASKA CORPORATION, ON BEHALF OF THE CORPORATION.

SIGNATURE OF NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

SARPY COUNTY TREASURER

APPROVAL OF THE CITY OF LA VISTA PLANNING COMMISSION

THIS PLAT OF HARRISON HILLS REPLAT 7, LOTS 1 AND 2 WAS APPROVED BY THE LA VISTA PLANNING COMMISSION THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CHAIRPERSON, LA VISTA PLANNING COMMISSION

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF WOODHOUSE PLACE, LOTS 1 AND 2 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

DOUGLAS KINDIG, MAYOR  
ATTEST:

PAM BUETHÉ, CITY CLERK

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF HARRISON HILLS REPLAT 7, LOTS 1 AND 2 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

SARPY COUNTY SURVEYOR/ENGINEER

### LAMP RYNEARSON

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

WILLIAM E. KNIGHT

LS-566

FINAL  
PLAT

HARRISON HILLS REPLAT 7 (LOTS 1 AND 2)  
SARPY COUNTY, NEBRASKA



Know what's below.  
Call before you dig.

REVISIONS

DESIGNER / DRAFTER

ELISE MOLLAK

DATE

12-7-2020

PROJECT NUMBER

0118087.03-004

BOOK AND PAGE

18087, 1-9

SHEET

1 OF 1

# EXHIBIT A



**SUBDIVISION AGREEMENT**  
**Harrison Hills Replat 7 Lots 1 & 2**  
**S117<sup>th</sup> St & Emeline St**  
**R-3, High Density Residential PUD GWC**  
**I-1, Light Industrial PUD GWC**  
**(Private Financing)**

THIS SUBDIVISION AGREEMENT (the "Agreement") is made this 16th day of March, 2021, by and between Streck, Inc. a Nebraska limited liability company, (hereinafter referred to as "Subdivider"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City"). Subdivider and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Streck, Inc, a Nebraska limited liability company, ("Applicant") submitted applications to replat and develop, the property to be platted or replatted as Lots 1-2, Harrison Hills Replat 7, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska ("Lots 1-2") as is more particularly shown on the Final Plat (the "Plat," "Final Plat," or "Replat") attached hereto as Exhibit "A" as finally approved by the City Council, and which is located outside of the corporate limits of the City but within the City's zoning and platting jurisdiction ("Property");

WHEREAS, Subdivider, has acquired and is sole owner of the Property and desires to develop and operate it in a unified, compatible manner as a mixed use development. Specifically, Subdivider through one or more Related Entities (defined below) desires to develop, construct, own, and operate in a unified, compatible manner Private Improvements on the Property, including without limitation the following:

- a. Own, develop and operate through a Related Entity (defined below) Lot 1 as an 84 unit multifamily complex comprised of three multifamily buildings and a clubhouse,
- b. Own, develop and operate through a Related Entity (defined below) Lot 2 as a multi-phased business campus, and

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

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

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

WHEREAS, in order to develop Lots 1-2 in the way it wishes, Subdivider must grade, create, construct and maintain certain topographic and surface conditions and provide for surface water detention within the Subdivision in accordance with applicable requirements;

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

WHEREAS, Subdivider will build all public improvements and private improvements as described in this Agreement;

WHEREAS, Subdivider requested approval of the Plat, subject to the following provisions of the City of La Vista Zoning Ordinance: Section 5.08 (pertaining to R-3 High Density Residential District), Section 5.13 (pertaining to I-1 Light Industrial District) Section 5.15 (pertaining to PUD), Section 5.17.06 (Gateway Corridor Overlay District), and Article 6 (pertaining to Conditional Use Permits), and has agreed to meet all conditions of development and other requirements of said zoning set forth in this Agreement; and

WHEREAS, the Parties wish to agree upon various matters pertaining to the construction of the private improvements and public improvements within or serving the Subdivision as provided by this Agreement, and other matters pertaining to the development of the Subdivision and health, safety and welfare of the City, Subdivision, their inhabitants and the public as set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

1. Definitions

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

- A. "Agreement" shall mean this document entitled "Subdivision Agreement" and all Exhibits hereto.
- B. "Conditional Use Permits" shall refer to those certain conditional use permits for multi-family residential housing facilities on Lot 1, an initial draft of which is attached hereto as Exhibit "B," in form and content as finally approved by the City Council and executed by the parties.
- C. The "construction cost" of an improvement shall mean the amount paid to the contractor, utility or entity installing the improvement or performing the work, together with all other direct labor and material costs incorporated into the construction of the improvement, and net of refunds, reimbursements and offsets thereto.
- D. The "cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, and other costs of achieving completion, acceptance and financing of the project or work and miscellaneous costs.
- E. "Detention Basin" or "Storm Water Detention Basin" shall mean a permanent structure to serve as temporary water holding basin, whether above or below ground, to be constructed in accordance with and at the locations shown in the Post Construction Storm Water Management Plan attached as Exhibit "E," or such alternative or substitute locations and accompanying plans and specifications as the City may approve in advance in writing.

- F. "Improvements" or "Infrastructure" shall mean, to the extent located within the Subdivision or required herein for or in connection with development of the Subdivision, any and all facilities constructed, installed, or otherwise implemented on or in the vicinity of the Property, including without limitation, Subdivision entrances, facilities for the purpose of providing access or services of any type or description to or from the Subdivision or serving facilities or properties within or serving the Subdivision, ingress and egress to and from the Subdivision, construction of paving, enhancements or reconstruction of existing paving, installation or construction of traffic signalization or other street improvements, and construction of storm sewers, sanitary sewers, outfall sewers, and access thereto, drainage and drainage retention, culverting, street lighting, and any other infrastructure or improvements, together with utility systems and easements for or otherwise in connection with any improvements or the maintenance, replacement or repair thereof where required.
- G. "Land Utilization and Preparation Costs" shall include, but not be limited to, all costs pertaining to, or arising out of, determination of feasibility, acquisition, reclamation, preparation, enhancement and/or utilization of land within the Subdivision, and all engineering, legal, financing and contracted or other services related thereto or to the following:
- (1) Soil and water tests, topographic surveys, geotechnical investigation and environmental studies and drainage studies, water drainage ways and surface water retention and/or detention basins or facilities, surveying, staking and testing;
  - (2) Platting (preliminary and final), and including replattings;
  - (3) Excavation, filling, compaction, stabilization and testing thereof;
  - (4) Grading;
  - (5) Erosion and silt control, including installation and removal thereof;
  - (6) Environmental studies and permits required by Corps of Engineers or other governmental agencies having jurisdiction in the matter and costs of compliance with the terms of such permits and requirements thereof;
  - (7) Buffer zones and areas to be landscaped or beautified, including trees and other plantings therein or therefor;
  - (8) Traffic and other required studies;
  - (9) Such other costs incurred to utilize and/or prepare land located within the Subdivision to a City approved final grade, elevation, drainage control and soil condition ready for installation or construction of the Private Improvements and the Public Improvements authorized or required by this Agreement or to improve, enhance or beautify land.
- H. "Plat" or "Final Plat," or "Replat," unless a contrary intent is indicated, shall mean the plat attached as Exhibit "A," as finally approved by the City Council.
- I. "PUD Plan" shall mean the Planned Unit Development Plan for the Subdivision, including, but not limited to, the Planned Unit Development Site Plan and Landscaping Plan attached as Exhibits "C" and "D," as finally approved by the City.
- J. "Related Entity" shall mean all entities that Subdivider uses to develop, construct, own, and operate facilities, improvements, and parts of the Property as described in this Agreement, and with respect to which Subdivider shall have an ownership interest and be a manager.

- K. "Subdivider's Engineer" shall mean Lamp Rynearson, which shall be the principal contact entity with the City in engineering matters.
- L. "Subdivision" shall mean the Property consisting of approximately 30.065 acres of land described in Exhibit "A" hereto.
- M. "Subdivider" shall mean Streck, Inc. a Nebraska limited liability company.
- O. "Private Improvements" shall mean all improvements described in this Agreement or otherwise constructed on the Property, other than Public Improvements.

## 2. Construction/Installation of Improvements Authorized.

The Subdivider, in addition to any other improvements specified by this Agreement, shall construct or install, or cause to be constructed or installed, the following improvements upon or in the vicinity of the Property, including without limitation necessary water, sanitary sewer, and surface water drainage to or from existing or planned facilities, and no funds, assets or other resources or credit of the District or the City shall be expended, loaned, applied or otherwise used by or for the benefit of the Subdivision, Subdivider or any Improvements, or any fee, cost or expense described or related to any matter described in this Agreement, except as expressly authorized in advance by the City in writing:

### A. Storm Water Detention.

- (1) A drainage study for the Subdivision based on development of Lots 1-2 has been completed the results of which include projections regarding storm water drainage from the Subdivision after it is developed, including construction of storm water detention facilities within the Subdivision ("Projected Post-Development Drainage"). Subdivider certifies that, to the best of its knowledge, the Drainage Study is current, accurate and complete and that actual drainage from the Subdivision during and after development of the Subdivision will not exceed Projected Post-Development Drainage; provided, however, that Subdivider shall not be responsible for increased drainage from the Subdivision caused by improvements upstream of the Subdivision that are initiated and completed after the Drainage Study was completed, are beyond the control of Subdivider and materially increase the amount of storm water drainage flowing into the Subdivision. Subdivider, at its cost, agrees to construct no later than the date(s) specified in or determined in accordance with Subsection 13(A)(l) the storm water detention basins and associated storm sewer piping and related improvements in accordance with the Post Construction Storm Water Management Plan and Utility Plan, attached hereto as Exhibits "E" and "F". Subdivider, subject to any applicable permit, agreement or other requirement, shall connect to the existing storm sewer system. Storm water detention facilities and improvements are a Land Utilization and Preparation Cost within the meaning of Section 1 hereof and shall be constructed at Subdivider's expense. If actual drainage from the Subdivision during or after development exceeds Projected Post-Development Drainage, Subdivider, at its cost, shall take such additional actions within the Subdivision as are necessary or appropriate to reduce actual drainage from the Subdivision to the Projected Post- Development Drainage levels, to the satisfaction of the City Engineer. Provided, however, that Subdivider shall not be responsible for increased drainage from the Subdivision caused by improvements upstream of the Subdivision that are initiated and completed after the Drainage Study was completed, are beyond the control of Subdivider

and materially increase the amount of storm water drainage flowing into the Subdivision. Prior to issuance of any building permit, Subdivider shall adopt a Post Construction Storm Water Management Plan governing perpetual operation, maintenance and repair of storm water detention basins and facilities in the Subdivision specified in the Post Construction Storm Water Management Plan attached as Exhibit "E" and the Utility Plan attached as Exhibit "F", subject to such modifications as required by the City Administrator in consultation with the City Engineer. Subdivider at its cost shall maintain and repair all storm water detention facilities and appurtenances constructed by Subdivider within the Subdivision, which shall be Private Improvements.

- (2) All work and improvements required of Subdivider in this Subsection 2E, and related designs, contracts, plans and documents, shall be subject to prior review and approval of the City Engineer.
- (3) Watershed Management Fees: The Subdivider or any successors in interest of Subdivider to any Lots shall make payment to City for Watershed Fees. This fee for each Lot (example shown below this paragraph) shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on a particular Lot and before the commencement of construction of any such improvements on such Lot. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made. A portion of Lot 2 fees were previously paid during the initial phase of Building No. 1.

Lot 1 – 3.03AC @ \$4,197	\$12,716.91
Lot 2 – 6.05 AC @ \$4,963/AC	\$30,026.15 (previously paid)_
Lot 2 – 20.98 AC @ \$5,087/AC	\$106,725.26
TOTAL	\$149,468.32

The aforesaid fee of \$4,197 per acre of High-Density Multi-Family Residential and \$5,087 per acre of Commercial is the rate now in effect and is subject to increase.

- F. Private Storm Sewer. The Subdivider at its cost shall cause the private portion of the storm sewer system (shown in the Utility Plan attached as Exhibit "F") to be constructed, including storm sewers, inlets, manholes, junction boxes, flared end sections and other related appurtenances to be constructed in private drives or routes in the Subdivision, and those segments functioning as a transporter of storm water to points within or outside the Subdivision, as shown in the Post Construction Storm Water Management Plan attached as Exhibit "E", all of which shall be Private Improvements.
- G. Sanitary Sewer. The Subdivider at its cost shall install all sanitary sewers in accordance with the Utility Plan attached hereto as Exhibit "F"; and which sanitary sewers shall be Private Improvements. The Subdivider shall enter into a Sewer Connection Agreement with the City in form and content attached hereto as Exhibit "I," subject to the final approval of City Engineer.

The exact design, location and dimensions of and detailed plans and specifications for each of the above described Public Improvements or Private Improvements, are subject to prior

approval by the City in advance of award of contract for construction or acquisition. Not in limitation of the foregoing sentence, any preliminary plans referenced in this Agreement shall be subject to additions, subtractions, modifications, and final approval to the satisfaction of the City Engineer.

3. Allocation of Cost of Improvements

Subdivider and City agree that the cost of all improvements constructed by the Subdivider within or serving the Subdivision as authorized by Section 2, supra, or elsewhere or as otherwise described in this Agreement shall be paid by Subdivider, including without limitation the following:

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

4. General Agreements of Subdivider

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

- A. Compliance with City Construction Requirements. Subdivider, in addition to any other requirements of applicable law or regulations, will abide by and incorporate into all contracts for Public Improvements to be constructed by Subdivider under this Agreement, the provisions required by the regulations and standards of the City or Sarpy County pertaining to construction of such Public Improvements in Subdivisions or within street right-of-way, and testing procedures therefore; provided, however, if there is any conflict or ambiguity between or among any such regulations or standards, the higher standard or quality shall control. All plans, specifications and contracts for such proposed improvements and proposed maintenance agreements for said Public Improvements shall be submitted to the City for review and approval prior to commencement of the work.

- B. Preconstruction Requirements. Prior to recording of the Plat, Subdivider will (i) in addition to any bonds required by any other provision of this Agreement, present to the City Administrator for the benefit of the City binding bonds or letters of credit in an amount of 110% of the total estimated costs of the Public Improvements to be constructed by Subdivider under this Agreement (110% of total cost of Public Improvements, estimated to be \$64,775), in form and content satisfactory to the City Administrator, or (ii) complete said improvements and provide as-constructed records, certificates of completion and other required documentation, to the satisfaction of the City Engineer. If the Subdivider provides bonds pursuant to subsection (i) of the foregoing sentence, the City, upon Subdivider completing the Public Improvements, shall promptly release such bonds to the Subdivider at such time as the Subdivider's Engineer provides as-constructed records, certificates of completion of said work and improvements and other required documentation, to the satisfaction of the City Engineer.
- C. Administration. As regards to this Agreement and its implementation:
- (1) No separate administrative entity or joint venture, among the Parties, is deemed created by virtue of this Agreement.
  - (2) The administration of this Agreement shall be through the offices of the undersigned officers, or their designees, for their respective entities.
- D. Remedies. In addition to whatever rights of enforcement of the terms hereof are herein granted to any Party, each Party may avail itself of all other remedies it may have to enforce the terms hereof at law or equity. By way of specification and not by way of limitation, each of the Parties expressly reserves the right to specifically enforce full compliance of the terms and conditions of this Agreement by mandatory or prohibitory injunction.
- E. Covenants, Etc. All covenants and agreements of Subdivider set forth in this Agreement shall constitute covenants running with the land and shall be binding on Subdivider and all successors and assigns of Subdivider. The City shall have the right, but not the obligation, to enforce any and all such covenants.
- F. In the event the Subdivider records the Plat and, before commencing any improvements within or for the benefit of the Subdivision, Subdivider decides not to develop the Subdivision, the City and Subdivider shall take all actions necessary to vacate the Plat, and the PUD Plan, Agreement and Conditional Use Permit shall be null and void, and any letters of credit provided by Subdivider pursuant to this Agreement shall be promptly released by the City and returned to Subdivider upon vacation of the Plat.
- G. Non-Discrimination. In the performance of this contract, neither the Subdivider nor the City shall discriminate against any parties or persons on account of race, national origin, sex, age, disability, political or religious affiliations in violation of federal and state laws or local ordinances.
- H. The Subdivider agrees to use all reasonable good faith efforts to complete any and all improvements and/or work required of it hereunder in a timely and orderly manner.



5. Construction Standards and Procedures

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

- A. City Approvals. All Public Improvements will be constructed in strict accordance with contracts, plans and specifications and locations approved in advance in writing by City's Engineer and in strict accordance with the City's policies and minimum standards and requirements of construction and testing procedures therefore, and directions of City Engineer, and that upon completion of construction thereof, Subdivider shall furnish to City a certificate from its consulting engineer so certifying. All Private Improvements will be built in accordance with this Agreement and applicable requirements of the City building code or other applicable laws or regulations.
- B. Testing. Subdivider shall cause appropriate testing of materials and work finished in respect to the construction of Public Improvements and shall furnish City's engineers with copies of test results. City's engineers may order additional paving core tests, sewer televising or other tests, the cost of which shall be paid by Subdivider to the party performing the testing procedures, which additional testing costs shall also be a cost of the Public Improvement. Neither the Subdivider nor any other party shall be entitled to rely upon any inspections made by the City for any purpose whatsoever. The sole responsibility for proper inspection and certification as to completion remains with the Subdivider and its engineers.
- C. Construction Record Drawings. Subdivider shall cause "Construction Record Drawings", in reproducible form, and specifications for all Public Improvements that Subdivider shall have heretofore or hereafter constructed within the area to be developed to be furnished to City, in triplicate, promptly and without cost to the City. All such plans shall be submitted on reproducible mylar, except where the City agrees otherwise. The engineering costs attributable to the production of said "Construction Record Drawings" shall be an engineering fee within the meaning of Subsection 1-E, supra. Subdivider shall, prior to the Subdivider's solicitation of bids for any Public Improvement within the area to be developed, require Subdivider's Engineers to file with the City said Engineers' separate written assurance and agreement that said "Construction Record Drawings" will be prepared and filed with the City upon the completion of each Public Improvement.
- D. Compliance with Law. All Public Improvements shall comply with all applicable federal and state and County laws and regulations in general and with all applicable ordinances and regulations of the City in reference to construction, use, operation and maintenance; provided, however, if there is any conflict or ambiguity between or among any such laws and regulations, the higher standard or quality shall control.
- E. Compliance with City Engineer Determinations. In the event that City's Engineers determine that there is anything in the construction, use, maintenance or operation of any Public Improvements which will, in the opinion of City's Engineers, be detrimental to any other improvement or utility constructed or to be constructed in the same right-of-way or easement, Subdivider will, on notice thereof, promptly cause its engineers to jointly review and evaluate the problem with City's engineer and formulate a plan for corrective action acceptable to the City Engineer and Subdivider which shall be implemented by Subdivider at Subdivider's cost.
- F. Bonds. Subdivider, in addition to any bonds or letters of credit required by any other provision of this Agreement, shall require each contractor performing work on

Public Improvements on behalf of the Subdivider to furnish a performance and maintenance bond, and to warrant the work against any defects for a minimum of two years after completion, with Subdivider and City as joint and several obliges thereon, which bond and warranty shall be subject to the City approval as to surety, form and terms.

- G. Easements. Any easements required from Subdivider for Public Improvements hereunder by the City or its designee shall be provided at no cost to the City or its designee.
6. Sidewalks. Subdivider, at its sole cost and at no cost to the City, shall install or cause to be installed sidewalks along the south side of Emilne Street adjacent to proposed Lots 1 and 2, the east side of 118th Street adjacent to proposed Lot2, an, as displayed in the PUD Site Plan (Exhibit "C"), by the time Subdivider has completed Lot 1 or at such earlier time as they are warranted as determined in the sole discretion of the City Engineer. Such sidewalks shall be constructed at Subdivider's expense. All sidewalks, whenever installed, shall be constructed in accordance with the City sidewalk regulations and policies as they may from time to time exist, and shall be maintained at Subdivider's expense.
7. Parking. The Subdivider will provide cross access parking easements between Lots 1 and 2 of this subdivision.
8. Maintenance of Improvements. In addition to any other maintenance required of Subdivider pursuant to this Agreement or applicable laws or regulations, Subdivider shall continuously and permanently maintain and keep in good repair, and reconstruct or replace if required of Subdivider herein or by applicable agreements, laws, rules or regulations, all Private Improvements Subdivider constructs or makes or causes to be constructed or made with respect to development of the Subdivision, including, but not limited to landscaping. Not in limitation of any of the foregoing, all landscaping within the Subdivision shall be warranted by the landscape contractor for at least two growing seasons, and any replacement, repair or reconstruction shall be of equal or better maturity, type, quality and quantity, regardless whether or not the replacement, repair or reconstruction occurs within or after an applicable warranty period.
9. Sewer Connections. Before any connection from any premises to the sanitary sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.
-

10. Tract Sewer Connection Fees. Subdivider agrees that the terms and conditions for the benefit of the City that are contained in the separate Sewer Connection Agreement referred to within Exhibit "I" as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements. Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit pertaining to each lot. A portion of Lot 2 fees were previously paid during construction of Building No. 1:

Lot 1, R-3 - High Density Residential	84 UNITS @ \$1,064 \$/UNIT	\$89,376.00
Lot 2 – I-1, Light Industrial (previously paid)	6.05 Ac @ \$7,407/ACRE	\$44,812.35
Lot 2, I-1 – Light Industrial	20.98AC@ \$ 7,407/ACRE	\$155,398.86
	TOTAL	\$289,587.21

The aforesated fees, based on rates in effect at the time this Agreement was approved by the City Council, are subject to increase. The rates in effect at time of connection to the sanitary sewer system will be the rates paid.

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

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

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

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

A. Storm Water Detention. In regards to storm water detention facilities:

- (1) Subdivider's construction of storm water detention basins and facilities within the Subdivision shall be in accordance with the Post Construction Storm Water Management Plan attached as Exhibit "E", and the Utility Plan attached as Exhibit "F". Construction of storm water detention basins and facilities within

Lots 1-2 shall be staged in accordance with the staged construction of buildings by Subdivider and shall be completed as necessary to handle the storm water associated with the developed portions of Lots 1-2 which staging and schedule for construction and completion of storm water detention basins and facilities shall be subject to approval of the City Engineer before any building permit is issued for any building within the Subdivision.

- (2) Any change of a location of a detention basin from that shown in the Post Construction Storm Water Management Plan attached as Exhibit "E" shall require approval of the City Engineer, as will any relocation of the basin from its City approved location.
  - (3) The detention basins shall be on private property. Subdivider at its cost shall be responsible for construction and continuous and permanent maintenance and repair of all detention basins and facilities located within the Subdivision.
  - (4) The City shall have an easement for access to all detention basins, as may be relocated or redesigned from time to time in accordance with this Subsection, for inspection and any follow up, in the City's sole discretion, as is set forth in the Post Construction Storm Water Management Plan Maintenance Agreement and Easement attached as Exhibit "H", which Subdivider shall record with the Sarpy County Register of Deeds.
  - (5) If a relocation or design modification of detention facilities is necessary or desirable, the Parties will make a good faith effort to cooperate in making such amendments to the Post Construction Storm Water Management Plan Maintenance Agreement and Easement as are needed to accommodate such relocation or design modification, which modification and amendments shall be in form and content satisfactory to the City Engineer.
- B. All Public Improvements within the Plat or otherwise required under this Agreement shall be constructed to City approved specifications. The City shall have access to, over and otherwise with respect to all private roadways and private driveways and other improvements for public safety or the exercise of other governmental purposes, including, but not limited to, police, fire and rescue, and for the exercise of the rights granted or reserved to City under this Agreement.
- C. Subdivider on a permanent and continuous basis shall provide for proper and continuous maintenance and upkeep within the Subdivision in accordance with ordinances, codes, rules and regulations from time to time adopted or amended by the City and setting forth requirements applicable to maintenance and upkeep of real property and related improvements, including, but not limited to, requirements applicable to multifamily housing, residential rental properties and landscaping. When replacement of landscaping is required, the replacement shall be of the same or better quality, maturity, type and quantity as the plants or materials originally required.
- D. If Subdivider fails to timely and fully perform any responsibility set forth in Subsection D of this Section within thirty (30) days after written notice from the City of such failure or such later time period as set forth in the next sentence, the City, at its option, may itself take such curative or remedial action as it determines appropriate, or cause such action to be taken, and assess any cost thereof against the Subdivider or against Lots 1-2 of the Subdivision as a lien. If it is not possible for Subdivider to perform such responsibility within such thirty (30) day period, such period of time shall be extended

by the number of days reasonably necessary to perform such responsibility, provided that Subdivider commences curative actions within the time required by this subsection E and diligently pursues and completes the same as soon as reasonably possible, and provided further that allowing additional time does not present or increase risk of harm to persons or property.

- E. Subdivider, before any voluntary or involuntary sale, transfer or conveyance resulting in separate ownership or control of any two or more parts of the Property or improvements thereon, shall record with the Sarpy County Register of Deeds a declaration of covenants running with all Property within the Subdivision in form and content satisfactory to the City Engineer, which document shall provide for access, use, maintenance, upkeep, replacement and repair of services, equipment, facilities or improvements serving or shared by more than one Lot of the Property, including without limitation, services, equipment, facilities or improvements relating to sewers, gas, water, electric, telecommunications, cable or other utilities, roads, parking or recreation.
- F. Subdivider shall be responsible for ensuring compliance with requirements regarding erosion control when developing the Subdivision.
- G. Any City approval or any notice required under this Agreement must be in writing to be effective.
- H. If any provision of this Agreement is determined unenforceable, the unenforceable provision shall be deemed stricken and the remainder of the Agreement shall be enforced. This Agreement shall be governed and construed in accordance with Nebraska law and the Parties submit to the jurisdiction and venue of the District Court of Sarpy County to resolve any dispute hereunder, and agree not to challenge said jurisdiction or venue.
- I. City Engineer Review. All preliminary plans described in this Agreement shall be finalized and subject to review and final approval of the City Engineer prior to building permit approval, grading permit approval, storm water management permit approval, or authorization to construct Public Improvements, as applicable.
- J. Covenants Running With the Land. The Final Plat and this Agreement, and the obligations, understandings and agreements contained or incorporated herein, constitute perpetual covenants running with the land, shall be recorded with the Register of Deeds of Sarpy County, Nebraska by Subdivider before any voluntary or involuntary sale or conveyance of the Property or any part thereof or interest therein by Subdivider, and shall be binding, jointly and severally, upon the Subdivider and all of Subdivider's successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against the Property or any part thereof. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider. City shall have the right, but not the obligation, to enforce any and all covenants. It is further agreed that after City releases the Final Plat and this Agreement for recording, Subdivider promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska. It is expressly agreed, however, that City shall not release the Final Plat or this Agreement for recording until City is satisfied that Subdivider has concluded (closed), or made arrangements satisfactory to the City to conclude (close), transactions for the actual construction of Private Improvements. It is further expressly agreed that, if the condition described in the immediately preceding sentence has not occurred within

twelve (12) months after the date of this Subdivision Agreement, Subdivider shall not be entitled without the written consent of the City and any amendments of this Agreement or the Replat as the City Engineer determines necessary, to move forward with the project. Provided, however, the City Administrator periodically may extend the time for performance under this Subsection.

14. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the Final Plat for recording.

15. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the Final Plat. Roads and driveways identified in Exhibit "C" for use of the public shall be constructed to City approved specifications and shall not be less than seven inches (8") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.

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

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

18. Ownership Representation. The Manager of Subdivider, by signing below and the Final Plat, does warrant and represent that such Manager is executing this Agreement and the Final Plat as an authorized person, and that Subdivider is and shall continue to be the sole owner of 100% of the Property at date of recording this Agreement and the Final Plat.

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

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

21. Headings. Headings are used in this Agreement solely for organizational purposes and shall not have any substantive meaning or be used to interpret any terms or conditions or this Agreement.

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

Exhibit "A"	Final Plat
Exhibit "B"	Conditional Use Permit Operating Statement
Exhibit "C"	Planned Unit Development ("PUD") Site Plan
Exhibit "D"	PUD Landscaping Plan
Exhibit "E"	Post Construction Storm Water Management Plan
Exhibit "F"	Utility Plan
Exhibit "G"	Grading Plan
Exhibit "H"	Post Construction Storm Water Management Plan Maintenance Agreement and Easement
Exhibit "I"	Sewer Connection Agreement



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

Owner:

Streck, Inc. a Nebraska limited liability company

By:

\_\_\_\_\_

Date: \_\_\_\_\_

#### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA        }  
COUNTY OF )

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

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

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

ATTEST:

CITY OF LA VISTA

\_\_\_\_\_  
Pamela Buethe, City Clerk

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

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA       )  
  ) ss.  
COUNTY OF SARPY       )

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

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

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

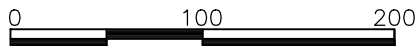
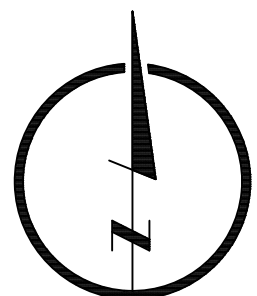
NOTES

- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
- ALL ANGLES ARE 90° UNLESS NOTED.
- ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
- DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
- ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.

# HARRISON HILLS REPLAT 7

## LOTS 1 AND 2

BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA



LOCATED IN:

NW 1/4 NW 1/4 SEC. 17, T14N, R12E  
NE 1/4 NW 1/4 SEC. 17, T14N, R12E  
SW 1/4 NW 1/4 SEC. 17, T14N, R12E  
SE 1/4 NW 1/4 SEC. 17, T14N, R12E

LEGEND

- BOUNDARY LINE
- EXISTING LOT LINE
- EASEMENT LINE

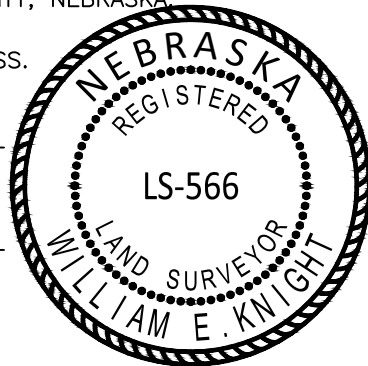
LAND SURVEYOR'S CERTIFICATE

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. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS HARRISON HILLS REPLAT 7, LOTS 1 AND 2, BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

CONTAINING 30.065 ACRES MORE OR LESS.

WILLIAM E. KNIGHT, R.L.S. 566

DATE



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, STRECK INC., A NEBRASKA CORPORATION, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HARRISON HILLS REPLAT 7, LOTS 1 AND 2; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS

PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AND AN EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOR WATER AND GAS

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

STRECK INC., A NEBRASKA CORPORATION, OWNER

CONSTANCE RYAN

(PRINTED TITLE)

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
SS

COUNTY OF )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY CONSTANCE RYAN, \_\_\_\_\_ OF  
(PRINTED TITLE)

STRECK INC., A NEBRASKA CORPORATION, ON BEHALF OF THE CORPORATION.

SIGNATURE OF NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

SARPY COUNTY TREASURER

APPROVAL OF THE CITY OF LA VISTA  
PLANNING COMMISSION

THIS PLAT OF HARRISON HILLS REPLAT 7, LOTS 1 AND 2 WAS APPROVED BY THE LA VISTA PLANNING COMMISSION THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CHAIRPERSON, LA VISTA PLANNING COMMISSION

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF WOODHOUSE PLACE, LOTS 1 AND 2 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

DOUGLAS KINDIG, MAYOR  
ATTEST:

PAM BUETHÉ, CITY CLERK

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF HARRISON HILLS REPLAT 7, LOTS 1 AND 2 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

SARPY COUNTY SURVEYOR/ENGINEER

### LAMP RYNEARSON

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

WILLIAM E. KNIGHT

LS-566

FINAL  
PLAT

HARRISON HILLS REPLAT 7 (LOTS 1 AND 2)  
SARPY COUNTY, NEBRASKA



Know what's below.  
Call before you dig.

REVISIONS

DESIGNER / DRAFTER

ELISE MOLLAK

DATE

12-7-2020

PROJECT NUMBER

0118087.03-004

BOOK AND PAGE

18087, 1-9

SHEET

1 OF 1

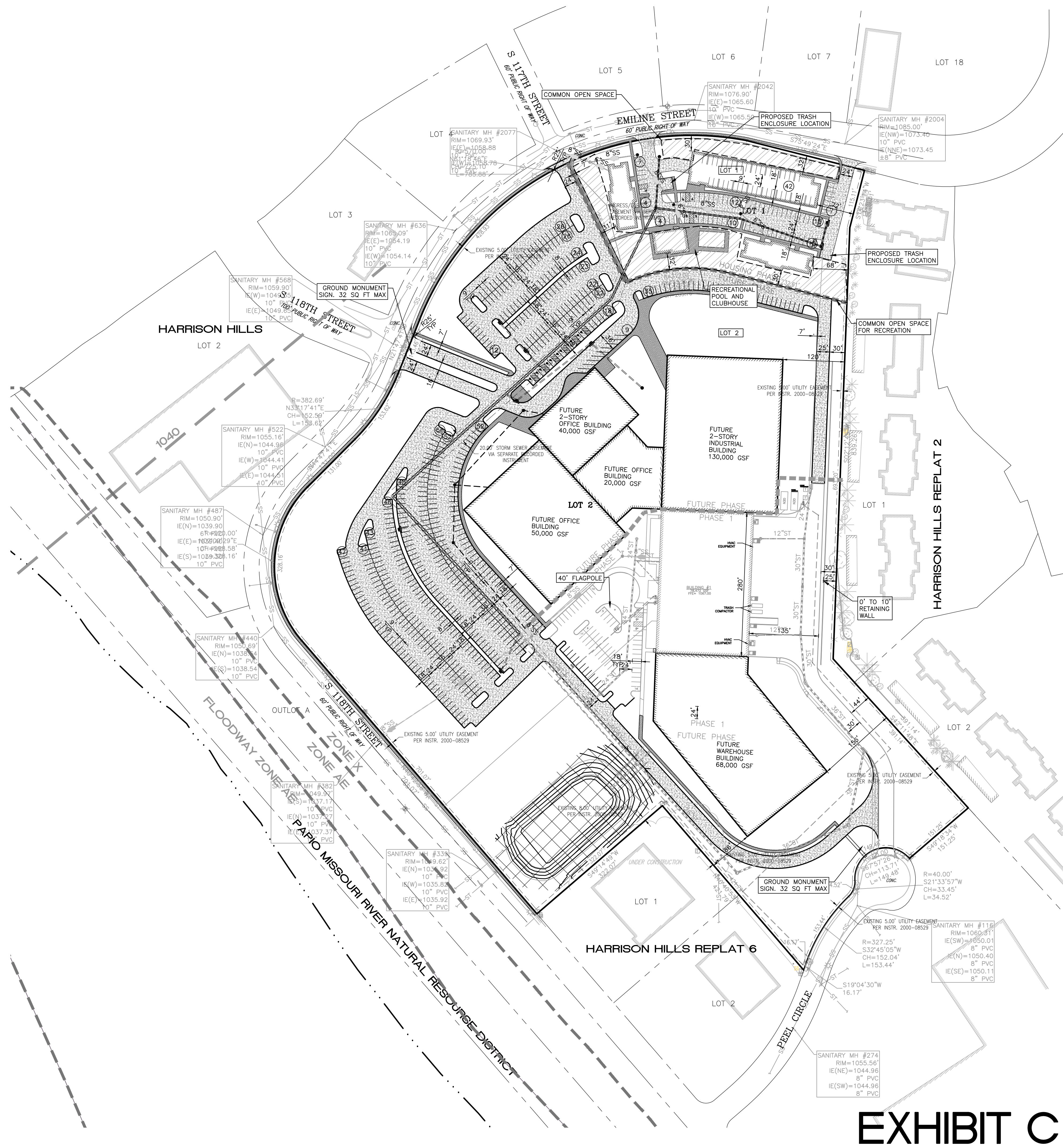
# EXHIBIT A

## EXHIBIT B

### Streck Housing Lot 1 Replat 7 Conditional Use Permit Operating Statement

The Streck Housing Project is an employer-assisted, workforce housing project targeted to Streck employees that work at the neighboring Streck campus. The multifamily residential project will provide a unique opportunity for Streck employees to live within walking distance of their workplace. This arrangement will improve affordability of housing for the employees of Streck, while providing a convenient living option. There is also the potential for Streck to partner with other local businesses to provide workforce housing to non-Streck employees. The project will include approximately 84 residential units spread across three buildings, with amenities for residents and their guests, including an on-site clubhouse and pool. Additionally, the project includes approximately 38 enclosed garage stalls and approximately 79 surface parking stalls.





LEGAL DESCRIPTION:

USE TYPE:

ZONING:

[ ]

[X]

[ ]

PERMITTED USE

CONDITIONAL USE

SPECIAL USE

SITE REGULATORS (SEE SECTION 5.08):

A. SITE AREA

B. MINIMUM WIDTH

C. SETBACK

MIN. FRONT YARD

MIN. SIDE YARD

MIN. REAR YARD

D. BUILDING HEIGHT

E. MAX BUILDING COVER (%)

F. MIN COMMON OPEN SPACE (%)

G. DENSITY OF DWELLING UNITS

2,250 SF/UNIT MIN.

100 FEET

30', 60' WHEN PARKING IS LOCATED IN FRONT YARD

10', 5' ADDITIONAL FOR EACH STORY IN EXCESS OF 3 STORIES

30'

45' MAX

40% (BUILDING COVERAGE/LOT AREA = 30,225 SF/132,026 SF = 23%)

30% (OPEN SPACE/LOT AREA = 44,880 SF/132,026 SF = 34%)

UNITS/ACRE = 84 UNITS/ 3.03 AC. = 27.72 UNITS/AC.

OFF STREET PARKING REQUIREMENTS (SEE SECTION 7.06)

	UNITS	PARKING REQUIRED	PARKING PROVIDED
STUDIO	15	1 PER BED = 15 STALLS	
1-BED	42	1 PER BED = 42 STALLS	
2-BED	27	1 PER BED = 54 STALLS	
TOTAL	84 UNITS	111 STALLS	.116 STALLS

MIN. ENCLOSED PARKING (SEE SECTION 7.05.08)

0.45 ENCLOSED GARAGES PER UNIT

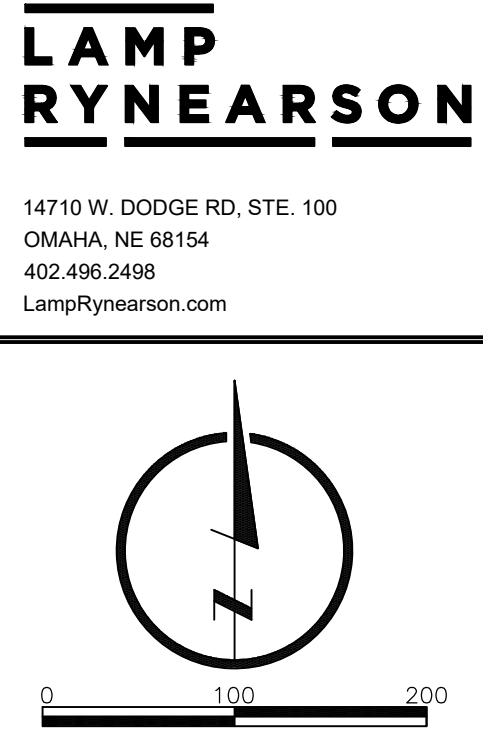
ACCESSIBLE PARKING REQUIREMENTS (SEE SECTION 7.08)

PARKING REQUIRED	PARKING PROVIDED
116 TOTAL = 5 ACCESSIBLE	5 STALLS

<b>LEGAL DESCRIPTION:</b>		<b>PUD SITE REGULATORY TABLE</b>	
		LOT 2 HARRISON HILLS REPLAT 7, LAVISTA, NEBRASKA	
<b>USE TYPE:</b>		LIGHT MANUFACTURING	
<b>ZONING:</b>		I-1 PUD, GATEWAY CORRIDOR DISTRICT (OVERLAY DISTRICT) (SEE SECTION 5.13)	
<input checked="" type="checkbox"/> [X] <input type="checkbox"/> [ ] <input type="checkbox"/> [ ]		PERMITTED USE CONDITIONAL USE SPECIAL USE	
<b>SITE REGULATORS (SEE SECTION 5.13):</b>			
		<b><u>ALLOWANCES</u></b>	
A. SITE AREA	10,000 SF MIN.		
B. MINIMUM WIDTH	100 FEET		
C. SETBACK			
FRONT YARD	35', 60' WHEN PARKING IS LOCATED IN FRONT YARD		
SIDE YARD	30'		
REAR YARD	25'		
D. BUILDING HEIGHT	45' MAX		
E. MAX LOT COVER (%)	65%		
F. PARKING REQUIREMENTS	1 SPACES/3,000 SF OF GROSS FLOOR AREA (INDUSTRIAL USE)		
(SEE SECTION 7.06)	1 SPACE/200 SF OF GROSS FLOOR AREA (OFFICE BUILDING USE)		
	1 SPACE/5,000 SF OF GROSS FLOOR AREA (WAREHOUSE & DISTRIBUTION USE)		
<b>OFF STREET PARKING REQUIREMENTS (SEE SECTION 7.06)</b>			
<b><u>GROSS FLOOR AREA</u></b>		<b><u>PARKING REQUIRED</u></b>	<b><u>PARKING PROVIDED</u></b>
PHASE1 (EXISTING)	78,472 SF	1 PER 3,000 SF = 27 STALLS	75 STALLS
FUTURE PHASES (INDUSTRIAL USE)	130,000 SF	1 PER 3,000 SF = 44 STALLS	602 STALLS
FUTURE PHASES (OFFICE USE)	110,000 SF	1 PER 200 SF = 550 STALLS	
FUTURE PHASES (WAREHOUSE)	68,000 SF	1 PER 5,000 SF = 14 STALLS	
TOTAL	386,472 SF	635 STALLS	669 STALLS
		(8 PHASE 1 STALLS WILL BE REMOVED)	
<b>ACCESSIBLE PARKING REQUIREMENTS (SEE SECTION 7.08)</b>			
		<b><u>PARKING REQUIRED</u></b>	<b><u>PARKING PROVIDED</u></b>
PHASE 1 (EXISTING)		75 TOTAL = 3 ACCESSIBLE	3 STALLS
TOTAL		2% OF 669 TOTAL STALLS = 14 ACCESSIBLE	14 STALLS

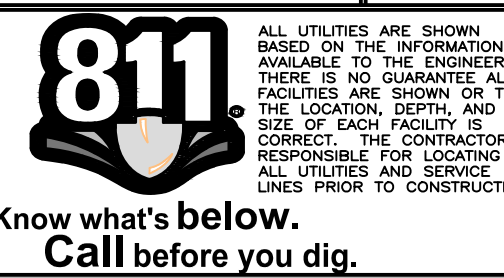
### LEGEND

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



# PLANNED UNIT DEVELOPMENT ("PUD") SITE PLAN

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



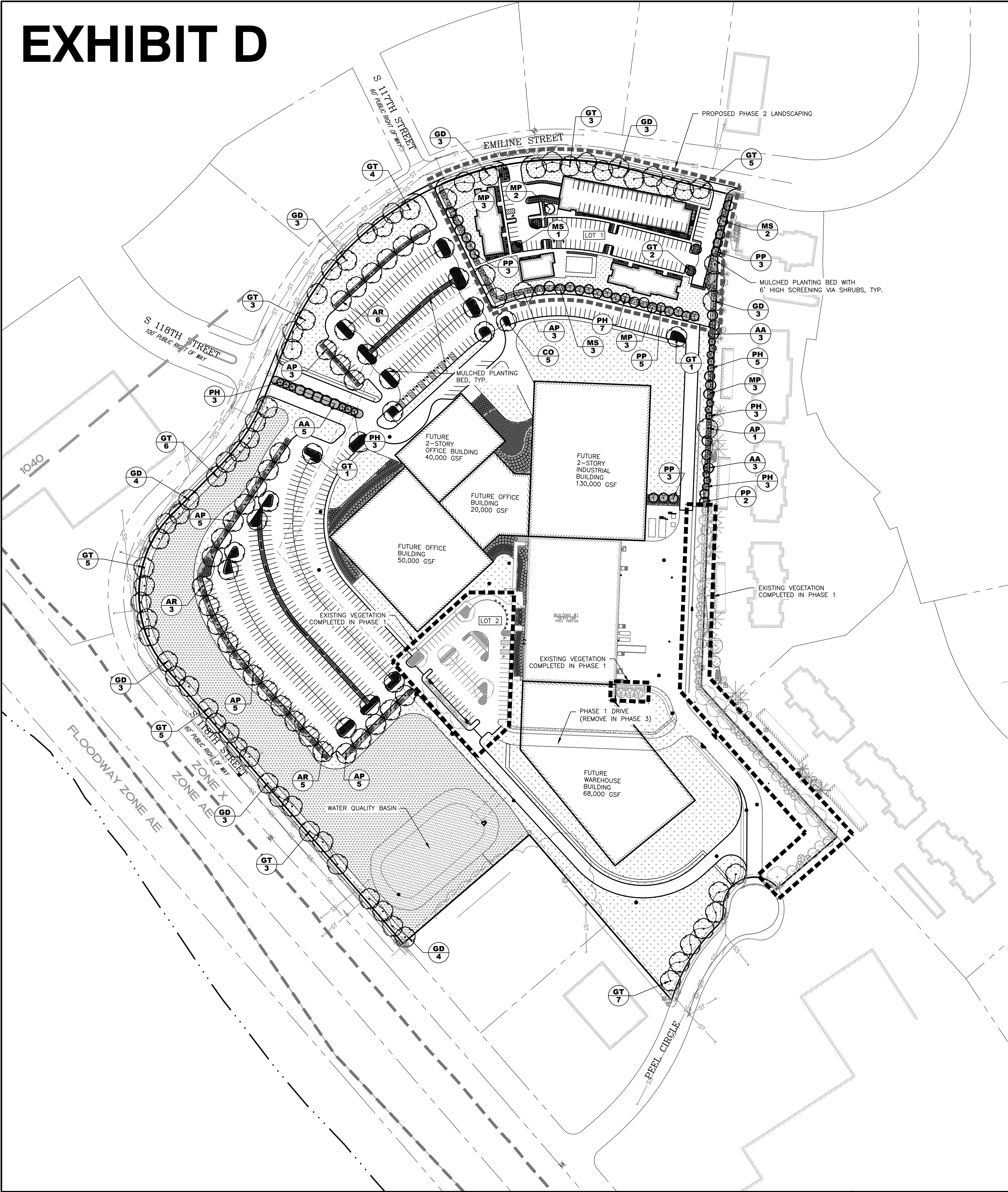
DESIGNER / DRAFTER  
THOMAS GLIDEWELL  
DATE

PROJECT NUMBER	0118087.01
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EXHIBIT D



PLANT SCHEDULE						
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
	<b>DECIDUOUS TREES</b>					
	AR	ACER RUBRUM 'MAGNIFICENT MAGENTA'	BURGUNDY BELLE RED MAPLE	2.5" CAL.	30-50	20-30
	GT	GLEDTISIA TRIACANTHOS VAR. INERMIS 'HALKA'	HALKA HONEYLOCUST	2.5" CAL.	30-50	20-30
	CO	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	PRAIRIE PRIDE HACKBERRY	2.5" CAL.	30-50	20-30
	QV	QUERCUS VIRGINIANA	HERITAGE OAK	2.5" CAL.	30-50	20-30
	AP	ACER PLATANOIDES	NORWAY MAPLE	2.5" CAL.	30-50	20-30
	GD	GYMNOCLADUS DIOICUS ESPRESSO	KENTUCKY COFFEE	2.5" CAL.	30-50	20-30
	AA	AMELANCHIER ARBOREA 'CLUMP FORM'	DOWNY SERVICEBERRY	2.5" CAL.	15-25	15-25
	MP	MALUS PRAIRIFIRE	PRAIRIE FIRE CRABAPPLE	2.5" CAL.	15-25	15-25
	MS	MALUS SNOWDRIFT	SNOW DRIFT CRABAPPLE	2.5" CAL.	15-25	15-25
	<b>CONIFEROUS TREES</b>					
	PH	PINUS HELDREICHII	BOSNIAN PINE	6" HIGH	30-40	20-30
	PP	PICEA PUNGENS	COLORADO BLUE SPRUCE	6" HIGH	30-40	20-30
<b>SHRUBS, GROUND COVERS, PERENNIALS, AND ORNAMENTAL GRASSES</b>						
	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
	RA	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL.	4-6	3-5
	SA	SPIREA ALBIFLORA	JAPANESE WHITE SPIREA	5 FAL.	3-5	3-5
	EA	EUONYMUS ALATUS	BURNING BUSH	5 GAL.	4-6	4-6
	JS	JUNIPERUS SABINA 'TAMARISCIFOLIA'	GREEN TAM JUNIPER	5 GAL.	2-4	2-4
	JC	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL.	2-4	2-4
	HPM	HEMEROCALLIS 'PARDON ME'	PARDON ME DAYLILY	1 GAL.	1-2	1-2
	HHR	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	1 GAL.	1-2	1-2
	NMH	NARCISSUS SP. 'MOUNT HOOD'	MOUNT HOOD DAFFODIL	1 GAL.	1-2	1-2
	SMN	SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT SALVIA	1 GAL.	1-2	1-2
	<b>SURFACE RESTORATION SCHEDULE</b>					
	NON-IRRIGATED NATIVE GRASSES: AREA TO BE CONSTRUCTED WITH LOW GROW GRASS MIX BY UNITED SEEDS INC. (WWW.UNITESEEDS.COM) OR APPROVED EQUAL. MIX TO INCLUDE: SIDEGRASS GRAMA, BLUE GRAMA, HARD FINE FESCUE, SHEEP FINE FESCUE, BLUE FINE FESCUE, AND LITTLE BLUESTEM. INSTALL PER SUPPLIER'S SPECIFICATIONS. COORDINATE SEEDING TIME, SEEDING RATE, AND INSTALLATION METHOD WITH SUPPLIER. CONSTRUCT EROSION CONTROL MATTING ON ALL AREAS RECEIVING SEED BY MEANS OF NORTH AMERICAN GREEN ERONET S150 EROSION CONTROL BLANKET OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS. ALL AREAS RECEIVING SEED SHALL HAVE SOILS SCARIFIED TO A MINIMUM DEPTH OF 12".					
	IRRIGATED LAWN AREA - BLUEGRASS OR TURF TYPE TALL FESCUE					
	WATER QUALITY BASIN: NON-IRRIGATED AREA TO BE CONSTRUCTED WITH SEEDING/MATting ON SIDE SLOPES AND PLUGS AT BOTTOM OF BASIN. SEED MIX SHALL BE FLOOD PLAIN MIXTURE BY UNITED SEEDS INC. (WWW.UNITESEEDS.COM) OR APPROVED EQUAL. MIX TO INCLUDE: BIG BLUESTEM, OATS, FOX SEDGE, CANADA WILDRYE, VIRGINIA WILDRYE, SWITCHGRASS, WESTERN WHEATGRASS, PRAIRIE CORDGRASS. PLUGS SHALL BE EQUAL MIX OF BROWN FOX SEDGE, COMMON OAK SEDGE, PALM SEDGE, AND RIVERBANK SEDGE. INSTALL ALL SEEDS, MATTING, AND SEDGES PER MANUFACTURER'S SPECIFICATIONS.					

LANDSCAPE REQUIREMENTS

**LOT 1**  
**STREET FRONTAGE (SECTION 07.17.03.02) - EMILINE STREET**  
EMILINE STREET FRONTAGE 591' - ACCESS DRIVES 65' = 526'  
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 526' / 40' = 13 TREES  
TREES PROVIDED = 13 TREES

**SIDE YARD (SECTION 07.17.03.03) - EAST PROPERTY LINE ABUTTING RESIDENTIAL**  
261 LF x 10' WIDTH  
MINIMUM 6' HIGH VEGETATIVE SCREENING

**PARKING AREA INTERIOR LANDSCAPING (SECTION 07.17.03.06)**  
PARKING STALLS = 79  
INTERIOR LANDSCAPING REQUIRED (10 SF / PARKING STALL) = 790 SF  
INTERIOR LANDSCAPING PROVIDED = 3,767 SF

**PARKING AREA PERIMETER LANDSCAPING (SECTION 07.17.03.07)**  
PARKING LOT STREET FRONTAGE = 94 LF  
TREES REQUIRED (1 TREE / 40 LF STREET FRONTAGE) = 2 TREES  
TREES PROVIDED = 2

**PARKING AREA SCREENING (SECTION 07.17.04.01)**  
PARKING LOT SCREENING = 94 LF  
MINIMUM 3' HIGH VEGETATIVE SCREENING

**LOT 2**  
**STREET FRONTAGE (SECTION 07.17.03.02) - EMILINE STREET**  
EMILINE STREET FRONTAGE 991' - ACCESS DRIVES 104' = 887'  
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 887' / 40' = 22 TREES  
TREES PROVIDED = 22 TREES

**STREET FRONTAGE (SECTION 07.17.03.02) - SOUTH 118TH STREET**  
SOUTH 118TH STREET FRONTAGE 865'  
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 865' / 40' = 22 TREES  
TREES PROVIDED = 22 TREES

**STREET FRONTAGE (SECTION 07.17.03.02) - PEEL CIRCLE**  
PEEL CIRCLE STREET FRONTAGE 354' - ACCESS DRIVES 30' = 324'  
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 324' / 40' = 8 TREES  
TREES PROVIDED = 7 TREES (1 TREE INSTALLED WITH PHASE 1 IMPROVEMENTS)

**SIDE YARD (SECTION 07.17.03.03) - EAST PROPERTY LINE ABUTTING RESIDENTIAL**  
1,084 LF x 10' WIDTH  
MINIMUM 6' HIGH VEGETATIVE SCREENING  
(740 LF INSTALLED WITH PHASE 1 IMPROVEMENTS)

**SIDE YARD (SECTION 07.17.03.03) - NORTH PROPERTY LINE ABUTTING RESIDENTIAL LOT 1**  
442 LF x 10' WIDTH  
MINIMUM 6' HIGH VEGETATIVE SCREENING  
(LANDSCAPING PROPOSED ON LOT 1 BASED ON LOT LINE LOCATION WITHIN PARKING LOT)

**SIDE YARD (SECTION 07.17.03.03) - EAST PROPERTY LINE ABUTTING RESIDENTIAL LOT 1**  
259 LF x 10' WIDTH  
MINIMUM 6' HIGH VEGETATIVE SCREENING  
(LANDSCAPING PROPOSED ON LOT 1 BASED ON LOT LINE LOCATION WITHIN PARKING LOT)

**PARKING AREA INTERIOR LANDSCAPING (SECTION 07.17.03.06)**  
PARKING STALLS = 739  
INTERIOR LANDSCAPING REQUIRED (10 SF / PARKING STALL) = 7,390 SF  
INTERIOR LANDSCAPING PROVIDED = 22,012 SF

**PARKING AREA PERIMETER LANDSCAPING (SECTION 07.17.03.07)**  
PARKING LOT STREET FRONTAGE = 1,102  
TREES REQUIRED (1 TREE / 40 LF STREET FRONTAGE) = 27 TREES  
TREES PROVIDED = 27

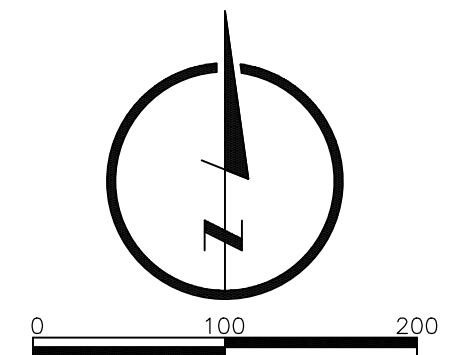
**PARKING AREA SCREENING (SECTION 07.17.04.01)**  
PARKING LOT SCREENING = 1,437 LF  
MINIMUM 3' HIGH VEGETATIVE SCREENING

LANDSCAPE NOTES

ALL TURF LAWN AREAS AND MULCHED PLANTING BED AREAS TO BE IRRIGATED PER CITY OF LA VISTA ZONING ORDINANCE SECTION 5.17.05.03

LAMP  
RYNEARSON

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



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANNED UNIT DEVELOPMENT  
LANDSCAPE EXHIBIT

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



Know what's below.  
Call before you dig.

REVISIONS

DESIGNER / DRAFTER  
M. SHARP / J. DENNELL  
DATE

PROJECT NUMBER  
0118087.01  
BOOK AND PAGE

SHEET















**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 6, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CUSTOMER AGREEMENT WITH OPPD – ELECTRIC VEHICLE CHARGING STATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing execution of a Customer Service Agreement with Omaha Public Power District (OPPD) for purchase and installation of two (2) Electric Vehicle Charging Stations in City Parking Lot District #1 in an amount not to exceed \$20,405.00.

**FISCAL IMPACT**

Total Project Cost	\$141,078.
NDEE Grant Contribution	\$100,267.
OPPD Contribution	\$20,406.
La Vista Contribution	\$20,405.

The FY21/FY22 Biennial Budget provides funding for the proposed project.

**RECOMMENDATION**

Approval

**BACKGROUND**

In late 2019, OPPD made the City aware of grant funding for the installation of electric vehicle charging stations. On February 4, 2020, Council passed a resolution acknowledging the participation in a project to purchase and install two electric vehicle charging stations in City Parking Lot District #1. OPPD accepted bids for the project and selected Green Lots from California as the lower bidder at \$125,334. The City's participation in the project was \$12,533. With the current COVID-19 situation, Green Lots' crews are unable to travel and procure the required equipment. OPPD chose to move forward with the second bidder, Thompson Electric of Omaha. An updated Customer Agreement has been provided by OPPD, changing the total project cost to \$141,078 which in turn increases the City of La Vista's participation to \$20,405. The additional funding for the project will come from savings on other projects in the CIP.

OPPD will administer and oversee all aspects of the project and invoice the City at the end of the project.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CUSTOMER AGREEMENT WITH OMAHA PUBLIC POWER DISTRICT (OPPD) FOR THE PURCHASE AND INSTALLATION OF TWO (2) ELECTRIC VEHICLE CHARGING STATIONS IN PUBLIC PARKING DISTRICT 1 IN AN AMOUNT NOT TO EXCEED \$20,405.00.

WHEREAS, the Mayor and City Council have determined that the purchase and installation of two (2) electric vehicle charging stations in Public Parking District 1 is in the best interest of the public; and

WHEREAS, Omaha Public Power District (OPPD) shall pay invoices during construction and installation period, then submit to the Nebraska Department of Environment and Energy (NDEE) and the City of La Vista for reimbursements. The total costs of the project is \$141,078.00, and the City's contribution to the project will be \$20,405.00; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the project;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby authorize the execution of a Customer Agreement with OPPD for the purchase and installation of two (2) electric vehicle charging stations in Public Parking District 1 in an amount not to exceed \$20,405.00.

PASSED AND APPROVED THIS 6TH DAY OF APRIL 2021.

CITY OF LA VISTA

ATTEST:

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

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

## **CUSTOMER AGREEMENT**

### **(ELECTRIC VEHICLE CHARGING STATIONS)**

OMAHA PUBLIC POWER DISTRICT ("OPPD"), a public corporation and political subdivision of the State of Nebraska, and \_City of LaVista\_\_\_\_\_ ("Customer") (each, a "party" and together, the "parties"), agree this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), as follows:

1. **Equipment; Access to Customer Property; Ownership of Equipment.** On or about \_\_\_\_Spring 2021\_\_\_\_, OPPD shall deliver certain electric vehicle charging station equipment (the "Equipment") as described in Exhibit "A-1" hereto ("Schedule of Equipment") to Customer for installation at Customer's property at a location, and on an estimated date, specified in Exhibit "A-2" hereto. Customer grants OPPD and its employees, contractors, and agents access to Customer's property during normal business hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.) for the delivery and installation (if required hereunder) of the Equipment and all other purposes set forth in this Agreement. Customer shall expect some work to be performed during non-regular business hours and shall provide access to Customer's property during such times by mutual agreement. Upon delivery of the Equipment to Customer's property, Customer accepts title of, risk of loss for, and all liability with respect to the Equipment. Customer shall execute all documents deemed necessary by OPPD to effectuate the transfer of title, risk of loss and liability with respect to the Equipment. During the Term (hereinafter defined) Customer shall allow OPPD to install signage on the Equipment for marketing purposes.
2. **Installation of Equipment.** Installation of the Equipment shall be conducted either by OPPD (or its contractor), or by Customer (or its contractor), as described on Exhibit "B" hereto ("Description of Installation Services").
3. **Additional Services.** If, prior to or during installation of the Equipment, OPPD determines that additional services beyond the Description of Installation Services are needed ("Additional Services"), OPPD shall notify Customer and provide an itemized invoice of the costs for such Additional Services prior to commencing to perform or procure such Additional Services. Customer must pay such invoice to OPPD for the Additional Services before OPPD will commence the Additional Services.
4. **Term; Data Plan.** The term of this Agreement (the "Term") shall commence on the Effective Date and continue until the fifth (5<sup>th</sup>) anniversary following the date the installation of the Equipment is completed and the Equipment is placed into service. During the Term, Customer shall not remove the Equipment from the designated installation location on the Customer's property and make the Equipment, and two parking stalls adjacent to the Equipment, available for use by the general public 24 hours per day / 7 days per week. Without limiting the generality of the foregoing, Customer hereby grants the general public an access easement over the Customer's property in order to allow vehicles to get to the Equipment and associated parking stalls, to use the Equipment for as long as it reasonably is necessary to charge such person's vehicle using the Equipment and to exit the Customer's property. As a condition of this Agreement, Customer shall (a) enroll its Equipment in a data plan, as described in

Exhibit "C" hereto ("Data Plan"), no later than seven (7) days after the completion of installation of the Equipment, and (b) provide written notice to OPPD of enrollment in the Data Plan. Customer shall provide to OPPD and the Nebraska Department of Environment and Energy (the "NDEE") all data generated from the Data Plan during the Term. At the conclusion of the Term, Customer may choose to continue or terminate the Data Plan.

5. **Cost and Payment.** The total price for the Equipment and installation (if applicable) is as follows:

- a. Equipment: **\$81,930**
- b. Installation Services (by OPPD or its contractor): **\$59,148**
- c. Total Amount: **\$141,078**

The NDEE grant will contribute **\$100,267**

OPPD will contribute **\$20,406**

City of LaVista will contribute **\$20,405**

Total Amount **\$141,078**

OPPD shall pay invoices during construction and installation period, then submit to NDEE and city of LaVista for reimbursements.

6. **Operation and Maintenance of Equipment; Information Sharing; Advertisement.**

Customer shall, at Customer's sole cost and expense, operate the Equipment in accordance with the manufacturer's recommendations and prudent operating practices and shall maintain and repair the Equipment, as needed, and as recommended by the manufacturer and required by prudent operating practices to keep the Equipment in good working order, including but not limited to repairs required due to damage or vandalism. The Customer agrees to use its best efforts to keep the Equipment from being out of service for a period greater than seventy-two (72) hours. Customer agrees to share with OPPD its lessons learned and challenges associated with the operation and maintenance of the Equipment. Customer shall register each charging site location with the Alternative Fuels Data Center Station Locator tool located at <https://afdc.energy.gov>. OPPD and Customer agree that each party may advertise the availability of the Equipment to the public through additional channels, and each party shall provide the other party copies (whether in video, audio, print, or digital form) of any such advertisements. After the Term, Customer's information and data sharing obligations to OPPD and the NDEE shall terminate, and Customer shall continue to have all ownership rights and obligations and liabilities related to the Equipment, including the obligation to properly decommission and dispose of the Equipment. During the Term, Customer must submit annual station utilization data to NDEE. The following information shall be provided for each charger installed:

- Number of charging events
- Number of unique vehicles connected
- Total kWh dispensed
- Average kWh per charging event

- Average peak power (kW) per event
- Peak power demand by month
- Average duration of charging events
- Percent charger downtime

7. **Customer Responsibility for Electric Service; Charges for Use of Equipment.** Customer shall pay OPPD, or the applicable local utility if it is not OPPD, for all electric service and related charges for the Equipment, pursuant to the applicable utility rate schedule, and shall comply with all applicable utility service regulations. Customer may charge its customers for the use of the Equipment on the basis of time used or on a flat fee, but Customer shall not charge based on electricity usage. Customer agrees to comply with all federal, state, and local laws, ordinances, and regulations with respect to the ownership, operation, use, use by customers, maintenance, and repair of the Equipment.
8. **Termination.** This Agreement may be terminated by either party, upon thirty (30) days written notice, in the event the other party fails to perform any one of its material obligations hereunder and such failure, as identified in the notice, remains uncured during such thirty (30) day period. In the event of termination by OPPD for breach, OPPD and/or NDEE shall have the right to remove the Equipment from Customer's property, upon which time the title and risk of loss of such Equipment shall transfer to the party removing such Equipment from Customer's property. Customer agrees to execute any document reasonably requested by OPPD and/or NDEE to evidence the transfer of ownership of the Equipment as described in this paragraph. This Agreement shall terminate automatically, without notice, if either party: becomes insolvent or bankrupt, makes a general assignment for the benefit of, or enters into any arrangement with, creditors, files a voluntary petition under any bankruptcy, insolvency, or similar law, or has proceedings under any such laws or proceedings seeking appointment of a receiver, trustee or liquidator instituted against it. Upon such a termination, title and ownership of the Equipment shall automatically transfer to OPPD. Each Party's termination rights shall be without prejudice to the rights or claims it may have hereunder against the other with respect to its performance, nonperformance or breach of obligations hereunder.
9. **Security Interest.** OPPD and Customer agree that OPPD and NDEE each have a security interest in the Equipment from the date of delivery of the Equipment to Customer until the end of the Term in order to secure all of Customer's obligations under this Agreement. Customer hereby grants OPPD and NDEE a security interest in the Equipment and authorizes OPPD and/or NDEE to file all necessary financing statements, or related documentation, to perfect such security interest, at OPPD and/or NDEE's sole expense and cost. Customer acknowledges and agrees that during the Term, Customer will not grant a security interest in, pledge, assign, mortgage, sell, offer to sell, create or permit a lien or levy or encumbrance upon the Equipment.
10. **Liability and Indemnity.** Customer agrees to add the Equipment to its property insurance policy for damage, vandalism and theft and provide proof of insurance to OPPD. Customer acknowledges and agrees that it is responsible for all liability and risk associated with the ownership, operation, use and maintenance of the Equipment, including but not limited to tripping, shock, electrocution, Equipment failure, Equipment damage, vandalism, and damage to a vehicle by a malfunction of the Equipment. Customer accepts this liability and risk with full knowledge of the consequences, and

waives and relinquishes any claims or causes of action, known or unknown, against OPPD, and its directors, officers, employees, and contractors, with respect to the ownership, operation, and maintenance of the Equipment. Furthermore, to the maximum extent permitted by law, Customer shall indemnify, defend and hold harmless OPPD, and its directors, officers, employees, and contractors, against and from all claims, causes of action, damages, expenses (including but not limited to reasonable attorneys' fees and litigation expenses) and liabilities of any kind (collectively, "Liabilities") that arise from or are related to the ownership, operation, use and maintenance of the Equipment, unless such Liabilities are caused by the gross negligence of OPPD or its employees or contractors.

Customer acknowledges that the NDEE may hold OPPD and/or Customer liable for any loss, damage, neglect, or unreasonable deterioration of the Equipment throughout the Term. Customer agrees to indemnify and hold harmless OPPD from any liabilities arising from any such loss, damage, neglect, or unreasonable deterioration of the Equipment. Moreover, if the Equipment is used for a purpose that is not approved by OPPD, or the Customer fails to maintain the Equipment in operation throughout the Term, then Customer agrees to indemnify and hold harmless OPPD for any amounts required to be paid by OPPD to NDEE as a result of any such acts or omissions by Customer.

11. **Exclusion of Warranties; Limitation of Damages.**

CUSTOMER UNDERSTANDS AND AGREES THAT OPPD MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT FOR FRAUD OR WILLFUL MISCONDUCT, OPPD SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, LOSS OF GOODWILL, COST OF SUBSTITUTE EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, COST OF REPLACEMENT POWER, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY.

12. **Nondiscrimination.** The Nebraska Fair Employment Practice Act prohibits discrimination against any employee, or applicant for employment, in the performance of such Agreements, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability or national origin. Customer represents and warrants compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement.

13. **New Employee Work Eligibility.** Customer is required and hereby agrees to use, and require subcontractors to use, a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal

immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The Customer understands and agrees that lawful presence in the United States is required and the Customer may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

14. **Waiver.** The failure of a party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such party. Any waiver at any time by either party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement.
15. **Severability.** If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction (a) such portion or provision shall be deemed separate and independent, (b) the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling, and (c) the remainder of this Agreement shall remain in full force and effect.
16. **No Third-Party Beneficiaries.** Except for the NDEE, this Agreement is not intended to and does not create rights, remedies, or benefits of any kind whatsoever in favor of any persons, corporations, associations, or entities other than the parties, and the obligations herein assumed are solely for the use and benefit of the parties, their successors in interest and where permitted, their assigns.
17. **No Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties or to impose any partnership obligation or partnership liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.
18. **Contractors.** Nothing in this Agreement shall prevent a party from utilizing the services of any contractor as it deems appropriate to perform its obligations under the Agreement; provided, however, that each party shall require its contractors to comply with all applicable terms and conditions of the Agreement in providing such services and each party shall remain primarily liable to the other party for the performance of this Agreement.
19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, in the event that Customer desires to sell or otherwise transfer the relevant Customer property during the Term to another party, then Customer must first obtain



agreement from OPPD to allow Customer to assign its rights and obligations under this Agreement, which consent will not be unreasonably withheld, and thereafter, Customer must deliver to OPPD a signed assignment and assumption agreement from its proposed successor, in a form reasonably acceptable to OPPD, assigning all rights under this Agreement and assuming all obligations set forth hereunder as well as in the bill of sale delivered by OPPD to Customer associated herewith.

20. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska, without regard to its conflict of laws principles. Any civil action to enforce this Agreement or to adjudicate any dispute between the parties hereto relating to the subject matter of this Agreement shall be brought and maintained in the District Court of Douglas County, Nebraska or the United States District Court for the District of Nebraska, located in Douglas County, Nebraska. The parties hereby waive any objection based on venue or forum non conveniens with respect to any legal action or proceeding instituted in connection with or related to this Agreement.
21. **Notices.** Unless otherwise expressly provided herein, all notices, certificates, requests, demands and other communications in connection with this Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class United States certified mail, (c) sent by a nationally recognized overnight courier, or (d) transmitted by trackable electronic mail, in each case addressed to the party to whom notice is being given at its address or email address set forth below or at any other address hereafter designated by that party in a written notice to the other party:

OPPD:  
Omaha Public Power District  
444 South 16th Street Mall  
Omaha, Nebraska 68102-2247  
Attn: \_\_\_\_\_  
Email:  
Phone:

CUSTOMER:

With a copy to:  
Fraser Stryker PC LLO  
500 Energy Plaza  
409 South 17th Street  
Omaha, Nebraska 68102-2663  
Attn: Stephen M. Bruckner, Esq.  
Email: sbruckner@fraserstryker.com  
Phone: 402-341-6000

22. **Entire Agreement.** This Agreement, a Bill of Sale associated with this Agreement, and the attached Exhibits constitute the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, statements and negotiations are hereby superseded. This Agreement may be amended only by a writing signed by each party. This Agreement may be executed by the parties on one or more counterparts, each of which shall be part of one Agreement.

[Signature Pages Follow].



**Omaha Public Power District**

Signature: \_\_\_\_\_

Name: Kirk Estee

Title: Customer Alternative Energy Solutions Manager

Date: \_\_\_\_\_

**[Customer Name]**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

2389556

## **Exhibit "A-1"**

### **Schedule of Equipment**

One (1) Chargepoint CT4021 Level 2 Electric Vehicle Charger, including 5-year maintenance plan, 5-year service contract and 5-year data plan.

One (1) Chargepoint CPE250 Level 3 DC Fast Charger, including 5-year maintenance plan, 5-year service contract and 5-year data plan.

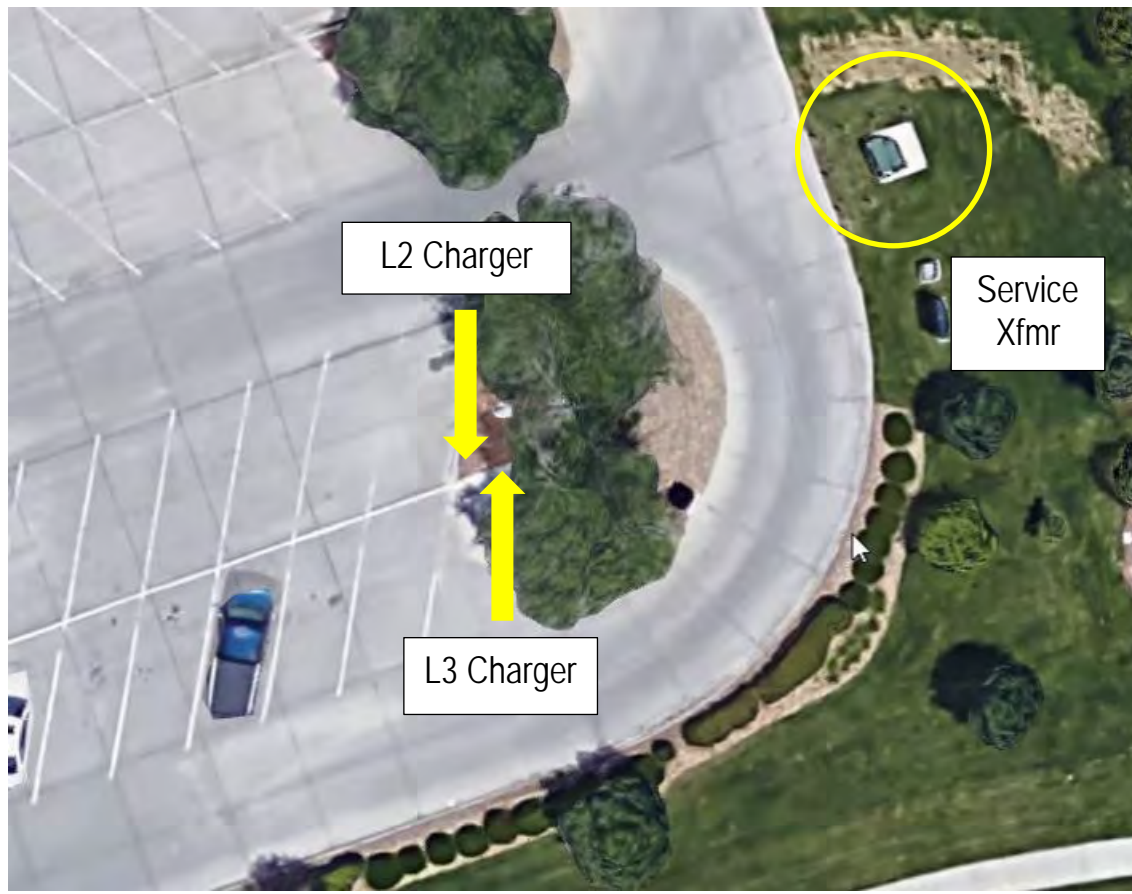
## Exhibit "A-2"

### Location of Equipment and Estimated Delivery/Installation Dates

#### Location of Equipment:

Cabela's Parking Lot: 12703 Westport Parkway, LaVista, NE





**Estimated Date to Commence Installation of Equipment:**

All work associated with this contract must be completed by the grant deadline of March 31, 2022. Actual schedule to be determined through coordination between city of LaVista, OPPD and the installation contractor.

## **Exhibit "B"**

### **Description of Installation Services**

OPPD, or OPPD's contractor, will provide labor and materials to install the Equipment in a workmanlike manner in compliance with all applicable grant requirements, legal requirements, manufacturer recommendations, and industry practices. Customer will reimburse OPPD as shown in Section 5 of this agreement.



## **Exhibit "C"**

### **Data Plan**

Charging equipment must be connected to a network by Wi-Fi or cellular connection. Customer must maintain appropriate charging network service that includes capabilities for remote diagnostics, remote start of the equipment, and collecting and reporting usage data.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 6, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
BID RECOMMENDATION 114 <sup>TH</sup> STREET AND GILES ROAD INTERSECTION IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to accept the bid from Omaha Electric Service Incorporated in an amount not to exceed \$72,717.84 for the 114<sup>th</sup> Street and Giles Road Intersection Improvements project M376 (383).

**FISCAL IMPACT**

Funding is included in the FY 21/22 Budget.

**RECOMMENDATION**

Approval

**BACKGROUND**

On March 26, 2021, at 10:00am, bids were publicly opened for the 114<sup>th</sup> Street and Giles Intersection Improvements project referenced above. Two (2) bids were received for the project with the lowest bid being from Omaha Electric Service Incorporated of Omaha, Nebraska in the adjusted amount of \$72,717.84 which is 3.6% above the Engineers Estimate of \$70,200.00. The other bid was also above the Engineer's Estimate. Attached hereto is the bid tabulation for the project.

In review of the bids by staff, it is recommended that Omaha Electric Service Incorporated be awarded the contract in the amount not to exceed \$72,717.84. If awarded, Omaha Electric Service Inc. is to commence work in the Spring of 2021 and is to have all work completed by August 6, 2021.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO OMAHA ELECTRIC SERVICE INCORPORATED, OMAHA, NEBRASKA, FOR THE 114TH STREET AND GILES ROAD INTERSECTION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$72,717.84.

WHEREAS, the City Council of the City of La Vista has determined that intersection improvements at 114th Street and Giles Road are necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed improvements; 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 a contract in a form satisfactory to the City Administrator and City Attorney to Omaha Electric Service Incorporated, Omaha, Nebraska, for the 114th Street and Giles Road Intersection Improvements Project in an amount not to exceed \$72,717.84.

PASSED AND APPROVED THIS 6TH DAY OF APRIL 2021.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC

City Clerk

	SUBMITTED PROPOSALS & COSTS Date of Bid: March 26, 2021, 10:00am Client: City of La Vista 114th Street and Giles Road Intersection Improvements			Omaha Electric Service Inc.  Omaha, NE		Vierregger Electric  Omaha, NE					Sheet 1 of 2
ITEM	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	Mobilization/Demobilization	1	LS	\$6,434.89	\$6,434.89	\$528.00	\$528.00				
2	Provide Temporary Traffic Control	1	LS	\$2,012.10	\$2,012.10	\$1,960.00	\$1,960.00				
3	Install Permanent Preformed Tape Marking - Type 4, 5" White, Grooved	315	LF	\$5.77	\$1,817.55	\$5.60	\$1,764.00				
4	Install Permanent Preformed Tape Marking - Type 4, 12" White Grooved	425	LF	\$16.83	\$7,152.75	\$16.80	\$7,140.00				
5	Install Permanent Preformed Tape Marking - Type 4, 24" White Grooved	48	LF	\$34.74	\$1,667.52	\$33.60	\$1,612.80				
6	Install Permanent Preformed Marking Tape Symbol, Type Directional Arrow, White	6	EA	\$594.79	\$3,568.74	\$588.00	\$3,528.00				
7	Install Traffic Posts and Signs	1	LS	\$1,178.19	\$1,178.19	\$1,120.00	\$1,120.00				
8	Remove Marking Lines	1150	LF	\$1.17	\$1,345.50	\$1.12	\$1,288.00				
9	Remove Marking Symbol	2	EA	\$255.53	\$511.06	\$224.00	\$448.00				
10	Remove Traffic Signal Detection System - Video	1	EA	\$1,011.77	\$1,011.77	\$1,106.00	\$1,106.00				
11	Furnish and install Radar Vehicle Detection System - 3 Approach, Type Iteris Vector Radar Sensor	1	EA	\$33,884.21	\$33,884.21	\$40,310.00	\$40,310.00				
12	Furnish and Install Traffic Signal Backplate, Type TS-1RR, W/T52A Face	1	EA	\$218.56	\$218.56	\$512.00	\$512.00				
13	Remove Traffic Signal	3	EA	\$292.88	\$878.64	\$132.00	\$396.00				
14	Furnish and Install Traffic Signal, Type TS-1LFF W T/43F Face, Bkplt, Visors, LED Lamps & MA-5 MTG	2	EA	\$902.76	\$1,805.52	\$1,161.00	\$2,322.00				
15	Furnish and Install Traffic Signal, Type TS-1L W/T32 Face, Bkplt, Visors, LED Lamps & MA-5 MTG	2	EA	\$747.09	\$1,494.18	\$873.00	\$1,746.00				
16	Relocate Vehicle Priority Control System (OPTICOM)	1	EA	\$1,118.00	\$1,118.00	\$1,256.00	\$1,256.00				
17	Furnish and Install Type A Sign	8	SF	\$102.34	\$818.72 *	\$69.25	\$554.00				



**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**APRIL 6, 2021 AGENDA**

Subject:	Type:	Submitted By:
APPROVAL - SATELLITE KENO LOCATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared to authorize a satellite keno location for Rumor Has It LLC dba Philly Sports Bar & Grill, 8116 South 84<sup>th</sup> Street, La Vista, Nebraska effective upon receipt of the keno license from the State.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On August 8, 2008, the City awarded a contract to La Vista Keno, Inc. for operation of a municipal keno-type lottery commencing October 1, 2008 through September 30, 2018. The terms of this contract allowed for the establishment of satellite locations with the approval of the City of La Vista. On September 16, 2008 the City passed ordinance 1073 which provided qualification standards for Keno lottery sales outlet locations.

On April 5, 2016 the City approved the assignment and assumption of the current Lottery Operator Agreement to and by buyer, LVK Holdings LLC through September 30, 2023.

Philly Sports Bar & Grill have met the standards set forth by the City of La Vista and are requesting approval of this satellite location effective upon receipt of the keno license from the State.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A SATELLITE KENO LOCATION FOR THE CITY'S KENO LOTTERY GAME AT RUMOR HAS IT LLC DBA PHILLY SPORTS BAR & GRILL, 8116 SOUTH 84<sup>TH</sup> STREET, LA VISTA NEBRASKA EFFECTIVE UPON RECEIPT OF THE KENO LICENSE FROM THE STATE.

WHEREAS, the current Keno Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc., dated August 8, 2008, and assigned and assumed to and by LVK Holdings LLC on April 5 2016 requires LVK Holdings LLC to obtain prior written consent of the City to establish a satellite location; and further that the satellite location shall comply with such qualification standards as adopted by the City pursuant to Nebraska Statutes, Section 9-642.01, governing lottery sales outlet locations, and such other terms and conditions determined necessary or advisable; and

WHEREAS, the City of La Vista, by Ordinance No. 1073, set forth qualification standards for Keno Lottery Sales Outlet Locations, which includes satellite locations ("Ordinance"); and

WHEREAS, LVK Holdings LLC has proposed a satellite location for the City's keno lottery game at Rumor Has It LLC dba Philly Sports Bar & Grill, 8116 South 84<sup>th</sup> Street, La Vista, Nebraska pursuant to a Satellite Agreement between said parties dated March 12, 2021, a copy of which has been presented at this meeting ("Satellite Agreement"); and

WHEREAS, the requirements of the Lottery Operator Agreement and other Keno Requirements as defined in the Ordinance are incorporated into the Satellite Agreement pursuant to said Ordinance; and

WHEREAS, the City Clerk has determined that the standards for the Keno Lottery Sales Outlet Location at Philly Sports Bar & Grill, located at 8116 South 84<sup>th</sup> Street, La Vista NE, have been met.

NOW, THEREFORE, BE IT RESOLVED: that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize and approve a satellite keno location for the City's keno lottery game at Philly Sports Bar & Grill, located at 8116 South 84<sup>th</sup> Street, La Vista NE, and further approve the owner and operator thereof, Rumor Has It LLC, effective upon receipt of the keno license from that State and subject to the following:

- a. Submittal of all Exhibits to the Satellite Agreement in form and content satisfactory to the City;
- b. Any change of ownership or control of the satellite, Rumor Has It LLC, or any stock of Rumor Has It LLC, shall require prior written approval of the City of La Vista;
- c. The satellite, Rumor Has It LLC and stockholders of Rumor Has It LLC shall be bound by the Lottery Operator Agreement between the City of La Vista and LVK Holdings LLC and owe to LVK Holdings LLC all responsibilities and obligations which LVK Holdings LLC and its owner by said Lottery Operator



Agreement, as secured, owe to the City of La Vista. The City of La Vista shall be a beneficiary entitled to enforce such responsibilities and obligations of the satellite, Rumor Has It LLC and its stockholders;

- d. City of La Vista shall have access at any time to the satellite location and keno-related funds, documents and records in the possession or control of the satellite owner or operator;
- e. City of La Vista shall be named as an additional named insured on any insurance required of the satellite owner or operator by the Satellite Agreement;
- f. City of La Vista, as owner of the La Vista keno game, retains authority over use of the term "La Vista keno"; and all uses of said term shall be subject to review and approval of the City and cease upon termination of the Satellite Agreement;
- g. Funds of the La Vista keno game handled by the satellite shall be the sole and exclusive property and held in trust for the benefit of the City of La Vista until properly paid in accordance with the Lottery Operator Agreement or Satellite Agreement; and
- h. Ongoing satisfaction by the satellite owner and operator of the Satellite Agreement and this Resolution, as well as the Lottery Operator Agreement, Ordinance and other Keno Requirements, as defined in said Ordinance.

BE IT FURTHER RESOLVED that, in addition to devices for satellite keno, the following gambling devices are hereby authorized at the satellite premises pursuant to Section 2(H) of the Ordinance: pickle card device.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign such documents, including, but not limited to, Nebraska Department of Revenue Form(s) 50G, and take such further actions as necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 6TH DAY OF APRIL 2021.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



March 15, 2021

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

RE: New La Vista Keno Satellite Location

Dear Ms. Buethe,

The following satellite location is changing ownership as follows:

**New Satellite Location**

Rumor Has It LLC  
DBA: Philly Sports Bar & Grill  
8116 S 84<sup>th</sup> St  
La Vista, NE 68128  
402-331-6112

**Owner:**

Jeremy Edwards  
Shannon Opitz

**Percentage:**

50%  
50%

Enclosed:

- A copy of the Satellite Lease & Operating Agreement
- Original 50G Schedule II

Once the location has been approved by the La Vista City Council, please send the Schedule II 50G back to me with a copy of the city's approval and I will send it in to the State Charitable Gaming Division and request the keno license.

Please place the keno sales outlet location application on the Council's agenda for approval at your earliest convenience. Once you have a City Council time and date, please let me know and we will attend the meeting. If you have any questions, please feel free to contact me at 402-677-3443.

Thank you for your assistance. I look forward to working with you on this application.

Thank you,

A handwritten signature in blue ink that reads "Melodi Szymczak". The signature is fluid and cursive, with the first name "Melodi" and last name "Szymczak" clearly distinguishable.

Melodi Szymczak  
Director of Sales and Marketing

**LA VISTA KENO****SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between LVK Holdings LLC dba La Vista Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to LVK Holdings LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of La Vista and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.
2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.
3. **Rent.** We will pay you rent equal to 4% of Handle. We will pay rent at least twice each month on settlement dates we choose. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.
4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed are not permitted to have any duties with respect to the Game.
5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and communications services designated by us; (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable public liability insurance naming us as an additional Insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.
6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.
7. **Equipment.** All Equipment remains our property, is not considered fixtures and must be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.
8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "La Vista Keno", and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.
9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you should require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You should redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you should not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.
10. **Game Funds.** You will require all wagers on the Game to be paid in valid U.S. currency (or by any means allowed under law) at the time they are made. All Game Funds are our sole and exclusive property. If you cash checks for customers, you will do so separately and at your own risk and will not accept checks in our name. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds while in your possession; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, will be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we may transfer the balance of that account to our account as often as daily and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest will accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.
11. **Term.** This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

**SUBJECT TO TERMS ON REVERSE**



12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. Indemnity. You will indemnify, defend and hold us, the Community, and our and their respective employees, agents, and affiliates, harmless from and against any and all losses, costs, claims, expenses (including reasonable attorneys' fees) and damages arising out of or related to in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customer's; or (c) any actual or alleged conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the proven sole proximate cause of damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing does not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you is subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

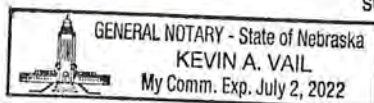
16. Our Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we are entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

Satellite Name: <u>Rumor Has It LLC</u> <u>Philly Sports Bar &amp; Grill</u> Premises Address: <u>8116 S 84th St</u> <u>La Vista NE 68128</u> (Premises legal description attached as Attachment A)		I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>[Signature]</u> Print Name: <u>Jeremy Edwards</u> Title: <u>President</u>	
State of Nebraska, Co. of <u>Sarpy</u> ss: This instrument was acknowledged before me on <u>3/11/2021</u> by <u>Jeremy Edwards</u> Name the <u>President</u> Title of <u>Rumor Has It LLC, Philly Sports Bar &amp; Grill</u> Business Name a <u>Nebraska LLC</u> State and Type of Organization on behalf of the <u>LLC</u> Type of Organization <u>[Signature]</u> Notary		Accepted: LVK Holdings LLC By: <u>[Signature]</u> Officer of LVK Holdings LLC Print Name: <u>Wm. F. Harvey</u> Dated: <u>12 Mar 2021</u>	

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SUBJECT TO TERMS ON REVERSE



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 6, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
POSITION DESCRIPTION UPDATES	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

Updated position descriptions for the Deputy City Clerk and part-time Clerical Assistant/Receptionist have been prepared.

**FISCAL IMPACT**

The FY21/FY22 biennial budget contains funding for all personnel costs in the City Clerk's Department and is adequate to incorporate this change.

**RECOMMENDATION**

Approval

**BACKGROUND**

The office of the City Clerk is an essential function of the City and as such it is necessary to ensure the continuity of knowledge and experience. While the Deputy City Clerk position is the second in command of the department, as the position evolved over the years, the supervisory element was lost.

The recommended update will place the Deputy City Clerk in a supervisory role over the part-time Clerical Assistant/Receptionist and other Department staff members in the absence of the City Clerk.

The update to the position description for the Clerical Assistant/Receptionist also reflects this change in supervision.

The Deputy City Clerk range is proposed to change from Grade 13 (\$22.22-\$31.23/hour) to Grade 16 (\$26.00-\$36.41).

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Deputy City Clerk

**POSITION REPORTS TO:** City Clerk

**POSITION SUPERVISES:** Part-time Clerical Assistant/Receptionist and pProvides general supervision forto staff in City Clerk's Department in the Clerk's absence.~~absence of City Clerk~~

### **DESCRIPTION:**

The Deputy City Clerk is responsible for ~~directly~~ supporting and assisting the City Clerk and providing supervision of the Part-time Clerical Assistant/Receptionist. ~~—~~ The Deputy City Clerk also performs the functions and duties of the Clerk in the Clerk's absence.~~the absence of the Clerk.~~

### **ESSENTIAL FUNCTIONS:** (with or without reasonable accommodation)

1. Responsible for all aspects of City Council meeting preparation including, but not limited to: meeting and legal notifications; assembly and review of packet materials; drafting of agenda, resolutions and ordinances; and coordination of meeting logistics. . In the absence of the City Clerk, handles City Council meeting logistics and responsibilities of the City Clerk as designated by Nebraska State Statute.
2. Attends all City Council meetings.
3. May serve as the City Clerk's designee for Civil Service matters as required and assist with all aspects of the Civil Service process including coordination of meetings and preparation of packets, coordination of testing times and materials, etc.
4. Provides administrative support for the City Clerk and other areas, including records management, purchasing, legislation, insurance maintenance and incident tracking.
5. Assists City Clerk with ADA Coordinator duties including but not limited to complaint tracking, compliance requirements, meeting coordination and planning.
6. Recommends training related to appropriate office protocol.
7. Assists with budget preparation and monitoring.
8. Assists in reviewing requests for proposals (RFPs) and monitoring projects and deadlines.
9. Coordinates with front office staff to create/update processes and procedures.
10. Receives and responds to citizen inquiries via telephone or in person.
11. Assists in greeting visitors and answering the telephone as the situation dictates.
12. Prepares reports and correspondence.
13. Conducts or assists with special projects as required.
14. Performs other duties as directed or as the situation dictates.

### **ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

The physical demands listed 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 conversational levels.

### **EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE**

1. Associate degree in any area or equivalent.
2. Minimum of 2 years of increasingly responsible experience in office and administrative support procedures and processes, preferably in municipal government.
3. Minimum of 2 years of supervisory experience.
4. Any equivalent combination of education, training and experience which demonstrates the knowledge skills and ability to perform the above described duties will be considered.



**EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE (CONTINUED)**

5. Must possess or obtain Certified Municipal Clerk Certification within 5 years of employment.

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge of modern office procedures, methods and program applications including Microsoft Office (Outlook, Word, Excel & Power Point), Adobe Acrobat and other program applications appropriate to assigned duties. Ability to operate office equipment such as personal computer, postage meter, photocopier and fax machine.
2. Strong organizational skills that reflect ability to perform and prioritize multiple tasks seamlessly with proven accuracy and attention to detail.
3. Strong written and verbal skills
4. Ability to understand, organize, index and reference a wide variety of administrative information and records.
5. Basic mathematical skills.
6. Proven ability to handle confidential information with discretion.
7. Emotional maturity and conflict resolution skills.
8. Flexibility, excellent interpersonal skills, ability to work well with all levels of internal management and staff as well as members of the public and vendors.
9. Demonstrates ability to achieve high performance goals and meet deadlines in fast paced environment.
10. Highly resourceful team-player with the ability to be extremely effective both independently and as a team member.
11. Forward looking thinker, who actively seeks opportunities and proposes solutions.
12. Ability to type or enter data at a speed necessary for successful job performance.
13. Ability to work independently, prioritize work, meet deadlines, and make decisions on the basis of established policies and procedures.
14. Ability to apply common sense understanding in carrying out written and oral instructions.
15. Ability to work a varying schedule, including evenings and weekends.
16. Ability to establish effective working relationships with city officials, fellow employees, and members of the public and maintain them over time.
- 16-17. Ability to affectively supervise and lead staff in creating a cohesive, motivated workgroup.
- 17-18. Ability to maintain regular and dependable attendance on the job.

**CONTRIBUTIONS THIS POSITION MAKES TO THE CITY**

This position provides highly responsible administrative support to the City Clerk and contributes to the success of the City by assisting in the supervision, planning and coordination of the City Clerk's Department.

**DISCLAIMER:**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## POSITION DESCRIPTION CITY OF LA VISTA

**Position Title:** Clerical Assistant/Receptionist  
**Position Reports To:** ~~City Clerk~~ Deputy City Clerk  
**Position Supervises:**

### **Description**

Under the direction of the Deputy City Clerk, serves as the front receptionist responsible for answering incoming calls, directing calls to appropriate contacts, greeting and directing guests, and minimal clerical duties.

### **Essential Functions** (with or without reasonable accommodation)

1. Answers and directs telephone calls. Will transfer caller to a voice mailbox when the contact is unavailable.
2. Greets and directs visitors to the City.
3. Receives and responds to citizen inquiries.
4. Provide callers or visitors with information such as City addresses, directions to City buildings, City phone or fax numbers, City website, and other related information.
5. Performs general filing assignments.
6. Opens and processes incoming mail. Oversees out-going mail as relates to postage meter operation.
7. Scans documents/records into Laserfiche and helps the City/Clerk/Deputy City Clerk with records management.

### **Non-essential Functions**

1. May order and manage office supplies and make necessary arrangement for office equipment repair as needed.
2. Performs administrative staff backup as needed.
3. Conducts or assists with special projects as needed.

### **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.

1. Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
2. 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. Hearing abilities correctable to normal levels.
3. 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.

**Note: Physical examination and drug screening tests will follow all conditional offers of employment**

**Education, Training, License, Certification and Experience**

1. Graduation from an accredited high school or GED.
2. Secretarial/receptionist experience preferred.

**Knowledge, Skills and Abilities**

1. Knowledge of standard office policies and procedures.
2. Basic knowledge of word-processing, spreadsheets and databases, preferably MS Office, Word, Excel and Access.
3. Telephone and customer service skills.
4. Basic alphabetization and filing skills.
5. Basic money changing skills.
6. Ability to type 45 words per minute.
7. Basic mathematical skills.
8. Ability to follow instruction.
9. Ability to read and write proficiently.
10. Ability to work independently without direct supervision.
11. Ability to operate office equipment such as personal computer, postage meter, photocopier and fax machine.
12. Ability to establish and maintain effective working relations with City officials fellow employees and patrons.
13. Ability to maintain regular and dependable attendance on the job.

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 6, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDING THE COMPENSATION ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

An ordinance has been prepared to amend the compensation ordinance to reflect the pay grade change for the Deputy City Clerk Position

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for this position upgrade.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On this agenda, the City Council will consider approving a pay grade increase for the Deputy City Clerk position. If the City Council approves this position, the compensation ordinance will need to be amended to reflect this change.



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

AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HERewith; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Section 1. City Council. The compensation of members of the City Council shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$8,000 per year for each of the members of the City Council.

Section 2. Mayor. The compensation of the Mayor shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$16,000 per year.

Section 3. City Administrator. The compensation of the City Administrator shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be established by contractual agreement.

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules, set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Pay Grade
Asst. City Administrator/Dir. Community Services	28
City Clerk	22
City Engineer	24
Community Development Director	25
Director of Administrative Services	28
Director of Public Works	28
Finance Director	24
Human Resources Director	23
Library Director	22
Police Chief/Director of Public Safety	28
Recreation Director	22

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Pay Grade
Accountant	19
Asst. to City Administrator	18
Asst. Planner	17
Asst. Recreation Director	19
Chief Building Official	20
Community Relations Coordinator	18
Deputy City Clerk	<del>13</del> 16
Deputy Director Public Works	24
Deputy Community Development Director	21
Financial Analyst	18
Human Resources Generalist	15
Information Technology Manager	20
Librarian II – Inter-Library Loan/Public Services	16
Librarian III	18
Operations Manager	18
Park Superintendent	20
Police Captain	23
Police Records Manager/Office Manager	14
Police Training Coordinator	21
Senior Services Manager	18

Street Superintendent	20
Youth and Adult Sports Manager	17

Section 6. Hourly Non-Exempt Employees. The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Pay Grade
Administrative Assistant I	5
Administrative Assistant II	8
Administrative Assistant III	10
Building Inspector II	16
Building Maintenance Worker I	9
Building Maintenance Worker II	11
Building Technician	14
Code Enforcement Officer	12
Executive Assistant	13
Librarian I	15
Librarian II – Computer/Reference Services	16
Maintenance Worker I	9
Maintenance Worker II	11
Mechanic	11
Park Foreman	14
Permit Technician	8
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	6
Sewer Foreman	14
Shop Foreman	14
Signal Technician	14
Street Foreman	14

Section 7. Part-Time, Seasonal and Temporary Employees. The hourly compensation rates of part-time, seasonal and temporary employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Pay Grade
Assistant Pool Manager	C
Circulation Clerk I	A
Circulation Clerk II	D
Clerical Assistant/Receptionist	D
Custodian	C
Evidence Technician	F
Intern/Special Projects	D
Lifeguard	A
Pool Manager	E
Recreation Attendant	A
Seasonal PW All Divisions 1-5 Years	A
Seasonal PW All Divisions 5+ Years	C
Shop Assistant	A
Special Services Bus Driver	C
Temporary/PT Professional (PW)	H

Part-time employees shall receive no benefits other than salary or such benefits as established in accordance with such rules as have been or may be established by Resolution of the City Council.

Section 8. Pay for Performance. Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City’s Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Section 20 of this Ordinance. For Fiscal year 2021 the range for salary increases will be 0-7% in accordance with the adopted pay matrix.

Section 9. Legal Counsel. Compensation of the legal counsel other than special City Prosecutor for the City shall be, and the per diem rates respecting same shall be, at 90% of

the standard hourly rate the firm may from time to time charge. Compensation for Special City prosecution shall be as agreed upon at the time of specific employment.

Section 10. Engineers. Compensation of Engineers for the City shall be, and the same hereby is, fixed in accordance with such schedules of hourly and per diem or percentage rates as shall from time to time be approved by Resolution of the City Council. Travel allowances respecting same shall be as may from time to time be fixed by Resolution of such City Council.

Section 11. Health, Dental Life and Long Term Disability Insurance. Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies, regular full-time employees of the City of La Vista and their families shall be entitled to be enrolled in the group life, health, and dental insurance program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long term disability insurance program maintained by the City.

Unless otherwise provided by collective bargaining agreement, or other applicable agreement, the City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single. Those employees electing not to participate in these programs will receive no other form of compensation in lieu of this benefit.

Section 12. Establishment of Shifts. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

Section 13. Special Provisions.

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2018 through September 30, 2023," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith, and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other full time employees.
- C. Subject to subsection 14.D. hereof, each full time hourly non-exempt employee of the City shall be entitled to receive overtime pay at the rate of one and one half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall an employee receive less than two hours over time pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.
- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 14.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's hourly rate (including any longevity allowance) for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 16 of this Ordinance.
- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.

- F. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$150.
- G. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.
- H. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.
- I. Employees not covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista" and who are otherwise eligible, shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked over forty in the pay periods that encompass the annual La Vista Days celebration, except, that if an employee uses any sick leave, vacation leave, personal leave, or comp time during the corresponding pay periods, such leave time shall offset any overtime earned. Overtime earned will not be offset by any holiday that falls during the above referenced pay periods.
- J. An increase of the fixed dollar amount specified in Section 1 above shall take effect with respect to all members of the City Council on and after the first day of the first full term of office of any member of the City Council that begins after the Ordinance making the increase is effective. An increase of the fixed dollar amount specified in Section 2 above shall take effect on and after the first day of the first full term of office of Mayor that begins after the Ordinance making the increase is effective

Section 14. Pay for Unused Sick Leave Upon Retirement or Death. Employees who voluntarily retire after twenty or more years of service with the City and have no pending disciplinary action at the time of their retirement, shall be paid for any unused sick leave. Employees who began their employment with the City after January 1, 2005, or who began their employment prior to this date but elected to waive their eligibility for emergency sick leave, shall be paid for any unused sick leave, if they voluntarily leave City employment and have no pending disciplinary action, according to the following sliding schedule: After 10 years of employment – 100% of sick leave hours accrued over 660 and up to 880; after 15 years of employment – 100% of sick leave hours accrued over 440 hours and up to 880; after 20 years of employment – 100% of sick leave hours accrued up to 880. No other employee shall be paid for any unused sick leave upon termination of employment.

A regular full-time employee's unused sick leave shall also be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City's insurer under the Nebraska Workers' Compensation Act and such injury causes the death of the employee within two years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee filed with the City Clerk a written designation of his or her estate as beneficiary of such payment.

Section 15. Pay Periods. All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at 11:59 p.m. on the second succeeding Saturday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

Section 16. Public Works Lunch and Clean-up Times. Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minutes clean-up period prior to the end of the work day.

Section 17. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 18. Vacation Leave. Upon satisfactory completion of six months continuous service, regular full-time employees and permanent part-time employees shall be entitled



to vacation leave. Such vacation shall not be used in installments of less than one hour. Increments of vacation leave of less than four hours must have 48 hours prior approval and can be taken only at the beginning or at the end of the work day.

Section 19. Vacation Entitlement.

- A. All full-time employees whose employment is governed by the Agreement described in Section 14, Paragraph A. of this Ordinance shall earn, accrue and be eligible for vacation as provided in such Agreement.
- B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation during the first year of continuous full-time employment; eleven (11) days of paid vacation during the second year of continuous full-time employment; and thereafter, eleven (11) days of paid vacation during each subsequent year of continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.
- C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation during the first year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.
- D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment. Total paid vacation time earned per year shall not exceed forty (40) hours.
- E. Full Time Exempt and Non-Exempt Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.
- F. Permanent Part Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 110 hours.

Section 20. Wage Tables.

Full Time Wages

Grade		Minimum	Maximum
32	Hourly	70.62	98.90
	Annual	146,890	205,712
31	Hourly	65.95	92.36
	Annual	137,176	192,109
30	Hourly	61.62	86.30
	Annual	128,170	179,504
29	Hourly	57.63	80.72
	Annual	119,870	167,898
28	Hourly	53.91	75.50
	Annual	112,133	157,040
27	Hourly	50.50	70.73
	Annual	105,036	147,118
26	Hourly	47.32	66.28
	Annual	98,426	137,862
25	Hourly	44.36	62.13
	Annual	92,269	129,230
24	Hourly	41.66	58.34
	Annual	86,653	121,347
23	Hourly	39.11	54.78
	Annual	81,349	113,942
22	Hourly	36.78	51.51
	Annual	76,502	107,141
21	Hourly	34.63	48.50
	Annual	72,030	100,880
20	Hourly	32.63	45.71
	Annual	67,870	95,077
19	Hourly	30.77	43.10
	Annual	64,002	89,648
18	Hourly	29.07	40.71
	Annual	60,466	84,677
17	Hourly	27.47	38.47
	Annual	57,138	80,018

Grade		Minimum	Maximum
16	Hourly	26.00	36.41
	Annual	54,080	75,733
15	Hourly	24.63	34.50
	Annual	51,230	71,760
14	Hourly	23.37	32.74
	Annual	48,610	68,099
13	Hourly	22.22	31.12
	Annual	46,218	64,730
12	Hourly	21.12	29.58
	Annual	43,930	61,526
11	Hourly	20.12	28.18
	Annual	41,850	58,614
10	Hourly	19.20	26.90
	Annual	39,936	55,952
9	Hourly	18.34	25.68
	Annual	38,147	53,414
8	Hourly	17.55	24.58
	Annual	36,504	51,126
7	Hourly	16.82	23.55
	Annual	34,986	48,984
6	Hourly	16.13	22.60
	Annual	33,550	47,008
5	Hourly	15.51	21.72
	Annual	32,261	45,178
4	Hourly	14.90	20.87
	Annual	30,992	43,410
3	Hourly	14.38	20.14
	Annual	29,910	41,891
2	Hourly	13.88	19.44
	Annual	28,870	40,435

Part-Time, Seasonal and Temporary Employees Wages

Grade		Minimum	Maximum
A	Hourly	11.03	15.42
	Annual	11,471	16,037
B	Hourly	12.65	17.71
	Annual	13,156	18,418
C	Hourly	13.69	19.10
	Annual	14,238	19,864
D	Hourly	13.76	19.24
	Annual	14,310	20,010
E	Hourly	15.70	22.00

	Annual	16,328	22,880
F	Hourly	16.42	23.05
	Annual	17,077	23,972
G	Hourly	18.06	25.30
	Annual	18,782	26,312
H	Hourly	23.32	32.60
	Annual	24,253	33,904

**Fraternal Order of Police**

Table 400 FOP Collective Bargaining Hourly Non-Exempt						
Rate	A	B	C	D	E	F
426 Pay Grade						
Hourly				\$ 41.27	\$ 41.63	\$ 45.71
Monthly				\$ 7,153	\$ 7,216	\$ 7,923
Annually				\$85,842	\$ 86,590	\$ 95,077
423 Pay Grade						
Hourly	\$ 27.05	\$ 28.88	\$ 31.75	\$ 33.60	\$ 36.67	\$ 38.58
Monthly	\$ 4,689	\$ 5,006	\$ 5,503	\$ 5,824	\$ 6,356	\$ 6,687
Annually	\$ 56,264	\$ 60,070	\$ 66,040	\$ 69,888	\$ 76,274	\$ 80,246

Section 21. Repeal of Ordinance No. Ordinance No. ~~1403-1406~~ originally passed and approved on the ~~1st-5th~~ day of ~~December-January 2020-2021~~ is hereby repealed.

Section 22. Effective Date. This Ordinance shall take effect after, approval and publication as provided by law.

Section 23. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS ~~5TH-6TH~~ DAY OF ~~JANUARY-APRIL~~ 2021.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk