

LA VISTA CITY COUNCIL MEETING AGENDA

January 20, 2026

6:00 PM

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

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Police Life Saving Award: Brian Hrabik**
- **Service Award: Stacia Burt – 30 Years**
- **Appointment**
 - Board of Adjustment – Appoint Josh Frey – 2 year term

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

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the January 6, 2026 City Council Meeting**
3. **Monthly Financial Reports – December 2025**
4. **Request for Payment – RDG Planning & Design – Professional Services – Barmettler Square – \$5,025.09**
5. **Approval of Claims**

- **Reports from City Administrator and Department Heads**
- B. Provide for Continuation of an Economic Development Program in City**
 1. **Public Hearing**
 2. **Resolution**
- C. PUD Ordinance Amendment – Southport West**
 1. **Public Hearing**
 2. **Ordinance**
- D. PUD Site Plan Amendment and Preliminary Plat Lots 1-3 Southport West**
 1. **Public Hearing**
 2. **Resolution – Approve PUD Site Plan Amendment**
 3. **Resolution – Approve Preliminary Plat**
- E. Resolution – Approve Professional Services Agreement – Right of Way Services – Giles Road Widening**
- F. Resolution – Approve Professional Services Agreement – Applewood Creek – Independent Model Review**
- G. Resolution – Interlocal Cooperation Agreement – Sarpy County Drone Team**
- H. 2025 – 2027 Strategic Plan**
- I. Executive Session – Personnel**

- **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 Meetings 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 **STACIA BURT** OF THE LA VISTA POLICE DEPARTMENT, FOR 30 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Stacia Burt** has served the City of La Vista since January 9, 1996; and

WHEREAS, **Stacia Burt'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 **Stacia Burt** on behalf of the City of La Vista for 30 years of service to the City.

DATED THIS 20TH DAY OF JANUARY 2026.

Douglas Kindig, Mayor

Kim J. Thomas
Councilmember, Ward I

Terrilyn Quick
Terrilyn Quick
Councilmember, Ward I

Ronald Sheehan
Councilmember, Ward II

Deb Hale
Councilmember, Ward III

Kevin Wetuski
Councilmember, Ward IV

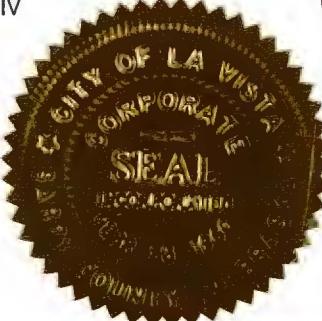
Kelly R. Sell
Councilmember, Ward II

Alan W. Ronan
Councilmember, Ward III

Jim Frederick
Councilmember, Ward IV

ATTEST:

Rachel D. Carl
City Clerk



MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING January 6, 2026

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 January 6, 2026. Present were Councilmembers: Frederick, Ronan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Ramirez, City Clerk Carl, Director of Administrative Services Pokorny, Chief of Police Schofield, Fire Chief Gottsch, Director of Public Works Soucie, Community Development Director Fountain, Finance Director Harris, Human Resources Director Lowery, Recreation Director Buller and Library Director Barcal.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on December 24, 2025. Notice was simultaneously given to 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 and made the announcements.

POLICE LIFE SAVING AWARD – BRIAN HRABIK

Mayor Kindig announced that the Police Life Saving Award will be moved to the next City Council meeting.

SERVICE AWARDS: RITA RAMIREZ – 35 YEARS; LARRY MADSEN – 5 YEARS

Mayor Kindig recognized Rita Ramirez for 35 years of service to the City and Larry Madsen for 5 years of service to the City.

APPOINTMENTS: PARK AND RECREATION ADVISORY COMMITTEE – REAPPOINT SHAINA OWEN, SARAH LARA-TONEY AND PAT LODES – 2 YEAR TERM

BOARD OF HEALTH – RE-APPOINT DOUGLAS KINDIG, KIM THOMAS, HANS DETHLEFS AND MIKE SCHOFIELD – 1 YEAR TERM

LIBRARY ADVISORY BOARD – REAPPOINT REGINA BELIK – 2 YEAR TERM

BOARD OF ADJUSTMENT – REAPPOINT JASON SOKOLEWICZ – 2 YEAR TERM

PLANNING COMMISSION – APPOINT KARLI MEISINGER; REAPPOINT JOSH FREY AND KATHLEEN ALEXANDER – 3 YEAR TERM

Mayor Kindig stated, with the approval of the City Council, he would like to reappoint Shaina Owen, Sarah Lara-Loney and Pat Lodes to the Park and Recreation Advisory Committee for a 2 year term; Douglas Kindig, Kim Thomas, Hans Dethlefs and Mike Schofield to the Board of Health for a 1 year term; Regina Belik to the Library Advisory Board for a 2 year term; Jason Sokolewicz to the Board of Adjustment for a 2 year term; appoint Karli Meisinger and reappoint Josh Frey and Kathleen Alexander to the Planning Commission. Councilmember Thomas motioned the approval, seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

APPOINTMENT – JOSEPH SOUCIE, JR – CLASS A, LICENSE S-1046, AS AN EMPLOYED STREET SUPERINTENDENT DURING JANUARY 1 THRU DECEMBER 31, 2026, FOR THE PURPOSE OF THE 2026 CALENDAR YEAR HIGHWAY INCENTIVE PAYMENT, TO BE ISSUED TO THE CITY BY THE NEBRASKA DEPARTMENT OF TRANSPORTATION, IN FEBRUARY 2027.

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Joe Soucie, Jr, Class A, License S-1046, as an employed street superintendent during January 1 thru December 31, 2026, for the purpose of the 2026 calendar year Highway Incentive Payment, to be issued to the city by the Nebraska Department of Transportation, in February 2027. Councilmember Quick motioned the approval,

MINUTE RECORD

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

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED 2. APPROVAL OF THE MINUTES OF THE DECEMBER 16, 2025 CITY COUNCIL MEETING

3. APPROVAL OF CLAIMS

1000 BULBS, maint	232.59
ABM, services	17,001.99
ACTIVE NETWORK, services	185.45
ADP, payroll & taxes	906,670.50
AKRS EQUIP, maint	992.46
ALFRED BENESCH/CO, services	1,716.00
AMAZON, supplies	2,153.09
AM HERITAGE LIFE INS, benefits	285.72
ARNOLD MOTOR SPLY, maint	1,663.35
AT&T MOBILITY, phones	1,794.13
BERGANKDV, services	20,000.00
BGNE, maint	3,089.85
BIBLIOTHECA, maint	6,942.60
BIG RIG TRUCK, maint	216.00
BISHOP BUS EQUIP, services	69.96
BOBCAT, maint	250.80
BOOT BARN, apparel	488.72
BRITE IDEAS, events	15,187.90
CENTER POINT, books	49.14
CENTURY LINK/LUMEN, phones	538.65
CINTAS, apparel	745.92
CITY OF PAPILLION, services	263,100.25
COLONIAL LIFE, benefits	2,071.36
CORE PROD, maint	177.69
CORNHUSKER ST IND, equip	856.00
COSGRAVE, supplies	310.95
COX, phones	897.03
CULLIGAN, services	13.50
DAIGLE LAW GRP, services	340.00
DEARBORN NAT'L LIFE INS, benefits	8,336.41
DELL MRKTNG, equip	4,525.45
DIGITAL EXPRESS, services	152.00
DONALD LABRIE, services	1,200.00
DOUG CO SHERIFF, services	385.00
DULTMEIER, maint	116.00
EAKES OFFICE SOL, equip	4,292.00
EBSCO, periodicals	3,351.45
ECHO GRP, maint	254.74
FERRELLGAS, maint	199.00
FIRST RES OUTFITTERS, apparel	1,742.40
FNIC, services	6,729.75
FONTENELLE FOREST, mem	300.00
FOP, dues	4,250.00
GALE, books	369.38
GALLS, apparel	375.58
GENUINE PARTS/NAPA, supplies	172.17
GREAT PLAINS COMM, phones	1,088.44
HANEY SHOE STORE, apparel	407.97
HEARTLAND NAT'L GAS, utilities	6,149.89
HELM MECH, maint	3,360.27
ICON, mem	75.00

MINUTE RECORD

January 6, 2026

No. 729 — REDFIELD DIRECT E2106195KV

INGRAM LIBRARY SRVS, books	384.25
INLAND TRUCK PARTS, maint	239.40
INSIGHT DIRECT USA, equip	751.20
J & A TRAFFIC PROD, maint	790.00
JONES AUTO, maint	157.48
KIMBALL MIDWEST, maint	284.73
LV COMM FOUNDATION, benefits	180.00
LIBRARY IDEAS, books	975.12
LINCOLN NAT'L LIFE INS, benefits	8,053.46
LOGAN CONTR, supplies	121.02
LOWE'S, supplies	236.55
MAPA, services	527.25
MARCO, services	331.54
MECHANICAL SALES, maint	375.62
METLIFE, benefits	1,155.49
MUD, utilities	4,381.35
MILLARD METAL, maint	411.00
MISSIONSQUARE RETIRE, benefits	149,175.62
MOBOTREX, maint	5,130.00
MUNICIPAL PIPE/TOOL, maint	1,991.46
NL & L CONCRETE, project	223,632.83
NMC GRP, maint	3,875.65
OFFICE DEPOT, supplies	175.34
OPPD, utilities	54,967.94
OMNI ENG, maint	770.00
O'REILLY, supplies	847.47
PITNEY BOWES, services	1,719.57
POINT C HEALTH, benefits	1,882.79
POLICE/FIREMEN'S INS, benefits	586.26
POLICE CHIEFS ASSN/NE, mem	300.00
PRINTCO GRAPHICS, services	78.45
RIVER CITY RECYCLING, services	882.36
SAMARITAN FUND, benefits	55,000.00
SARPY CO COURTHOUSE, services	4,520.00
SESAC, services	641.00
SHERWIN-WILLIAMS, maint	340.03
SIGN IT, services	1,476.00
STRADA OCC HEALTH, services	864.00
STREICHER'S, apparel	1,427.00
TED'S MOWER, maint	8.29
THE SCHEMMER ASSOC, project	117.50
THE WALDINGER CORP, bldg & grnds	6,763.92
TORNADO WASH, services	217.00
TRANS UNION RISK, services	100.00
TRAVELERS, insurance	2,379.00
TURN-KEY MOBILE, phones	586.00
UMR, benefits	81,385.92
UNMC, services	672.59
US BANK NAT'L ASSOC, supplies	38,413.29
VAL VERDE ANIMAL HOSP, services	357.60
VAN-WALL EQUIP, maint	1,879.08
VERIZON, phones	1,224.52
VEST VISUALS, services	1,600.00
VIERREGGER ELEC, maint	1,967.71
VOIANCE LANGUAGE, services	35.89
WESTLAKE HARDWARE, supplies	86.91

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Frederick. Councilmember Quick reviewed the bills and stated

MINUTE RECORD

everything was in order. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Carl reported that there is a memo in City Council inboxes regarding filing deadlines for the 2026 Election.

Grant Manager and Purchasing Specialist Ruffcorn presented the grant report for 2025.

Recreation Director Buller reported on the Noon Year's Eve celebration; new scoreboards were installed last week.

B. CITIZEN ADVISORY REVIEW COMMITTEE – EDP REPORT

1. PUBLIC HEARING

At 6:13 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Citizen Advisory Review Committee - EDP Report. Mike Narak presented the report.

At 6:15 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

C. APPROVAL OF CLASS C LIQUOR LICENSE APPLICATION – LIF LA VISTA DBA LET IT FLY SPORTS BAR

1. PUBLIC HEARING

At 6:16 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the approval of Class C Liquor License Application – LIF La Vista dba Let It Fly Sports Bar. David Haughton represented the applicant and answered questions.

At 6:21 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

2. RESOLUTION

Councilmember Hale introduced and moved for the adoption of Resolution No. 26-001 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR LIF LA VISTA, LLC DBA LET IT FLY IN LA VISTA, NEBRASKA.

WHEREAS, LIF La Vista, LLC dba Let It Fly, 7861 Main Street, Suite J, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application; and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission; and

WHEREAS, said licensing standards have been considered by the City Council in making its decision;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control

MINUTE RECORD

Commission approval of a Class C Liquor License submitted by LIF La Vista, LLC dba Let It Fly, 7861 Main Street, Suite J, La Vista, Sarpy County, Nebraska.

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

D. RESOLUTION – AUTHORIZE AMENDMENT NO. 2 – PROFESSIONAL SERVICES AGREEMENT – 84TH STREET TRAIL, GILES TO HARRISON

Councilmember Thomas introduced and moved for the adoption of Resolution No. 26-002 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AMENDMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH DESIGN WORKSHOP, OMAHA, NEBRASKA TO PROVIDE ADDITIONAL SERVICES FOR THE 84TH STREET TRAIL, GILES TO HARRISON IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$147,658.69.

WHEREAS, City of La Vista is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, City of La Vista as a sub-recipient of Federal-Aid is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of this Federal-aid project; and

WHEREAS, City of La Vista and Design Workshop wish to enter into a Professional Services Supplemental Agreement to provide Preliminary Engineering Services for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska that Douglas Kindig, Mayor of the City of La Vista, is hereby authorized to sign the Preliminary Engineering Services Supplemental Agreement No. 2 between the City of La Vista and Design Workshop.

NDOT Project Number: DPS-77(67)
NDOT Control Number: 22885
NDOT Project Name: 84th Street Trail, Giles – Harrison

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

E. RIGHT OF WAY EASEMENT – OMAHA PUBLIC POWER DISTRICT (OPPD)

1. RESOLUTION – RIGHT OF WAY EASEMENT

Councilmember Frederick introduced and moved for the adoption of Resolution No. 26-003 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A RIGHT OF WAY EASEMENT WITH OMAHA PUBLIC POWER DISTRICT.

WHEREAS, the Mayor and City Council of the City of La Vista find it necessary to approve a Right of Way Easement with Omaha Public Power District for the relocation of an overhead power line to the west of the Reflections Plaza Project; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this project; and

WHEREAS, Subsection (C) (8) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secures City Council approval in accordance with the Purchasing Policy approved by City Council;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Right of Way Easement with Omaha Public Power District for the relocation of an overhead

MINUTE RECORD

power line to the west of the Reflections Plaza project in a form satisfactory to the City Administrator or designee.

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

2. REQUEST FOR PAYMENT – OPPD – PROFESSIONAL SERVICES - \$10,710.05

Councilmember Sell made a motion to approve a request for payment for OPPD – Professional Services in the amount of \$10,710.05. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM THE MAYOR AND COUNCIL

Mayor Kindig announced that the Midlands Community Foundation event will be held on January 17, 2026 at the Astro, honoring Tim and Tonee Gay; Legislative session begins on January 7, 2026.

At 6:25 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

PASSED AND APPROVED THIS 20TH DAY OF JANUARY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



Monthly Statement of Revenue and Expenditure

December

	General Fund	Debt Service Fund	Capital Improvement Fund	Lottery Fund	Redevelopment Fund	Total Nonmajor Funds ¹	Total Governmental Funds	Sewer Fund	Total Proprietary Fund
Revenue									
Property Tax	282,685	21,371	-	-	-	-	304,056	-	-
Sales and use taxes	440,050	220,025	-	-	220,025	-	880,101	-	-
Other Taxes ²	292,513	-	-	-	14,983	-	307,496	-	-
Licenses and Permits	29,343	-	-	-	-	-	29,343	-	-
Intergovernmental Revenues ³	179,025	-	-	-	-	-	179,025	-	-
Charges for Services	31,121	-	-	-	-	-	31,121	-	-
Grant Income	239	-	-	-	-	-	239	-	-
Lottery Proceeds	-	-	-	77,165	-	-	77,165	-	-
Interest Income	39,786	4,784	8,706	18,344	29,775	7,024	108,418	22,398	22,398
Sewer Fees	-	-	-	-	-	-	-	2,488	2,488
Other Revenues ⁴	10,057	32,681	-	-	-	20,913	63,651	2	2
Bonds	-	-	-	-	7,105,670	-	7,105,670	-	-
Total Revenues	1,304,819	278,861	8,706	95,509	7,370,453	27,936	9,086,284	24,887	24,887
Expenditures									
CIP/Capital Outlay	14,351	-	668,261	-	-	-	682,613	103,698	103,698
Debt Service: Principal Expense	-	1,350,000	-	-	-	-	1,350,000	-	-
Debt Service: Interest Expense	-	121,625	-	-	-	-	121,625	-	-
Debt Service: Bond Issue Expense	-	850	-	-	105,625	-	106,475	-	-
General Government Expenses	390,527	13,610	-	106	-	310	404,553	1,028	1,028
Public Works	224,387	-	-	-	-	-	224,387	-	-
Public Safety	835,232	-	-	-	-	17,856	853,088	-	-
Culture and Recreation	198,429	-	-	-	-	-	198,429	-	-
Public Library	89,155	-	-	-	-	-	89,155	-	-
Community Betterment	-	-	-	60,383	-	-	60,383	-	-
Community Development	70,350	-	-	-	4,018	-	74,368	-	-
Sewer	-	-	-	-	-	-	-	634,551	634,551
Total Expenditures	1,822,431	1,486,085	668,261	60,489	109,643	18,166	4,165,075	739,277	739,277
Transfers In	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-
Change in Net Position	(517,612)	(1,207,224)	(659,555)	35,020	7,260,809	9,771	4,921,209	(714,389)	(714,389)

Key Trends

Revenue

\$7M Redevelopment Bond

Expenditures

 \$1.4M Debt Service Bond payments
 \$700K in capital improvement payments

¹Nonmajor Funds (EDF, PAF, QSF, TIF)

²Other tax - OCC, Hotel, Rest

³Intergovernmental Rev - rev for state, county, other municipality

⁴Other rev - parking, library, other misc.



City of La Vista Nebraska
Month Ended December 31, 2025

Fund Balance

	FY26 Budget	FY26YTD Actual	Variance
General Fund	16,443,534	15,576,419	(867,115)
Debt Service Fund	2,916,669	1,795,345	(1,121,324)
Capital Improvement Fund	10,610,246	2,475,329	(8,134,917)
Lottery Fund	5,418,338	5,507,196	88,858
Redevelopment Fund	5,075,903	13,386,220	8,310,317
Total Nonmajor Funds ¹	1,961,859	2,277,625	315,766
Sewer Fund	6,418,500	6,492,375	73,875
Ending Fund Balance	48,845,049	47,510,509	(1,334,540)

Key Trends

- Carry over of \$9.5M in capital projects will result in fund balances being higher than originally budgeted.

¹Nonmajor Funds (EDF, PAF, QSF, TIF)



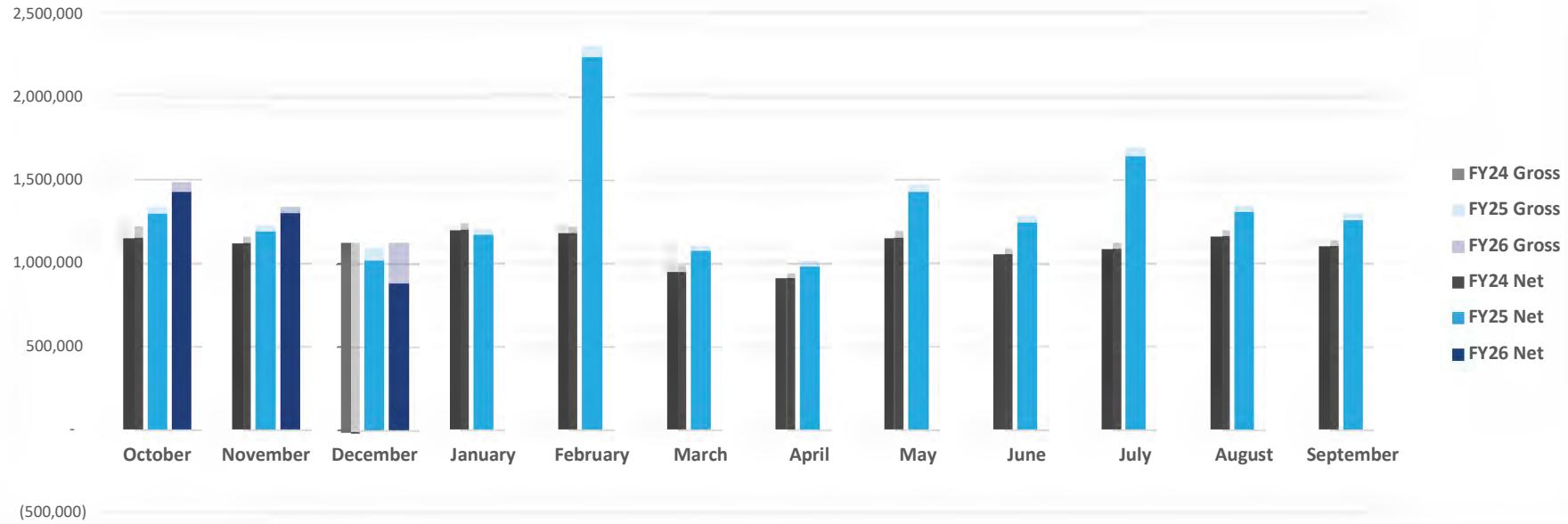
City of La Vista NE
Monthly Treasurer Report
December FY26

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,712,877	3.2%		\$ 4,568	1/17/2026
	Total CD's	\$ 1,712,877				
Money Market	Access Bank	\$ 3,830,493	2.0%	\$ 6,077		
	Dayspring Bank	\$ 6,186,722	3.8%	\$ 19,912		
	NPAIT	\$ 34,365,512	3.8%	\$ 103,413		
	Nebraska Class	\$ -	4.3%	\$ -		
	NFIT	\$ -				
	Total Money Market	\$ 44,382,726				
Checking	Access Bank	\$ 1,561,511	1.0%	\$ 861		
Checking	Dayspring Bank-FSA	\$ 17,855	3.9%	\$ 65		
Savings	Access Bank	\$ 597,951	1.0%	\$ 489	\$	-
Checking	Access Bank-Health Ins	\$ 1,898	1.0%	\$ 96		
	Total Portfolio	\$ 48,274,819		\$ 130,911	\$ 4,568	

Key Trends

- Unrestricted cash of \$12M
- Restricted Funds for Redevelopment projects, Sewer, Lottery, CIP projects, Police Academy
- Interest Rates are starting to decline as the Fed lowers rates

Sales & Use Tax
Gross Earned & Net Received
Month over Month Comparison
FY24 FY25 FY26



Note: Includes Sales Tax, Consumer Use Tax, and Motor Vehicle Tax

Business Month	Receipt Month	Gross Sales & Use Tax			Net Sales & Use Tax		
		FY24 Gross	FY25 Gross	FY26 Gross	FY24 Net	FY25 Net	FY26 Net
August	October	1,219,327	1,333,594	1,483,658	1,150,506	1,293,323	1,424,767
September	November	1,156,387	1,225,484	1,337,380	1,119,894	1,188,719	1,297,243
October	December	1,123,464	1,091,092	1,121,187	(13,627)	1,016,967	880,099
November	January	1,237,079	1,203,358		1,199,959	1,167,226	
December	February	1,220,426	2,303,111		1,180,130	2,233,912	
January	March	986,988	1,107,266		948,815	1,073,978	
February	April	937,872	1,011,425		909,599	978,972	
March	May	1,190,808	1,471,055		1,149,334	1,424,575	
April	June	1,088,179	1,283,943		1,055,305	1,243,865	
May	July	1,121,424	1,692,010		1,087,465	1,641,040	
June	August	1,197,098	1,343,405		1,160,289	1,303,103	
July	September	1,137,341	1,297,721		1,103,167	1,257,455	
FY Total		13,616,393	16,363,464	3,942,225	12,050,836	15,823,135	3,602,109
			Budget	15,324,520		Budget	13,409,783

Note: February 2025 includes a settlement resulting from a multiyear state audit.



Remit To:
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Questions: invoicing@rdgusa.com

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

November 30, 2025
 Project No: R3003.066.02
 Invoice No: 61843

Project R3003.066.02 City of La Vista - Barmettler Sq SD

Professional Services through November 30, 2025

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Schematic Design	23,800.00	21.00	4,997.99	0.00	4,997.99
Total Fee	23,800.00		4,997.99	0.00	4,997.99
Total Fee					4,997.99

Reimbursable Expenses

Printing	27.10
Total Reimbursables	27.10
Total this Invoice	\$5,025.09

Ok to Pay

16.71.0917.000-PARK26001

R. Ramirez
1-7-26



Project	R3003.066.02	LaVista,NE - Barmettler Sq SD-CA	Invoice	61843
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Billing Backup

RDG Planning & Design, Inc.

Invoice 61843 Dated 11/30/2025

Monday, December 8, 2025

2:14:46 PM

Project R3003.066.02 City of La Vista - Barmettler Sq SD

Reimbursable Expenses

Printing

JE 1025PRT	10/31/2025	RDG In-House Printing / October 2025	15.50
JE 1125PRT	11/30/2025	RDG In-House Printing / November 2025	11.60
Total Reimbursables			27.10
Total this Project			\$27.10
Total this Report			\$27.10



ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
29	01/20/2026	BERKLEY LIFE AND HEALTH INS CO	41471.00	N
30	01/20/2026	UMR INC	50575.35	N
52	01/20/2026	FACTORY MOTOR PARTS	.00	N
146536	01/20/2026	1000 BULBS	265.87	N
146537	01/20/2026	ABE'S TRASH SERVICE	72.00	N
146538	01/20/2026	ACTION BATTERIES UNLTD INC	54.95	N
146539	01/20/2026	AKRS EQUIPMENT SOLUTIONS, INC.	538.50	N
146540	01/20/2026	AMAZON CAPITAL SERVICES, INC.	2433.85	N
146542	01/20/2026	ANTHEM SPORTS LLC	3734.83	N
146543	01/20/2026	APWA-AMER PUBLIC WORKS ASSN	252.00	N
146544	01/20/2026	ARNOLD MOTOR SUPPLY	1301.96	N
146545	01/20/2026	AT&T MOBILITY LLC	1795.33	N
146546	01/20/2026	BACON LETTUCE CREATIVE	892.00	N
146547	01/20/2026	BENNETT REFRIGERATION INC	208.88	N
146548	01/20/2026	BERGANKDV LLC	8750.00	N
146549	01/20/2026	BILL-MAR LANDSCAPING	1945.00	N
146550	01/20/2026	BISHOP BUSINESS EQUIPMENT COMPANY	768.94	N
146551	01/20/2026	BOBCAT OF OMAHA	205.20	N
146552	01/20/2026	BOOT BARN	288.99	N
146553	01/20/2026	BS&A SOFTWARE	5189.00	N
146554	01/20/2026	CALEA	3978.00	N
146555	01/20/2026	CENTER POINT, INC.	246.90	N
146556	01/20/2026	CINTAS CORPORATION NO. 2	434.55	N
146557	01/20/2026	CITY OF PAPILLION	23576.30	N
146558	01/20/2026	COLUMN SOFTWARE PBC	158.19	N
146559	01/20/2026	CONCRETE SUPPLY, INC.	1107.00	N
146560	01/20/2026	CONNER PSYCHOLOGICAL SERVICES, PC	100.00	N
146561	01/20/2026	CORNHUSKER INTL TRUCKS INC	10821.83	N
146562	01/20/2026	COSGRAVE COMPANY	45.00	N
146563	01/20/2026	CROUCH RECREATION	12604.00	N
146564	01/20/2026	CULLIGAN OF OMAHA	71.50	N
146565	01/20/2026	CUMMINS SALES AND SERVICE	3016.11	N
146566	01/20/2026	DARECATALOG.COM	209.28	N
146567	01/20/2026	DASH MEDICAL GLOVES	143.00	N
146568	01/20/2026	DELL MARKETING L.P.	2526.76	N
146569	01/20/2026	DULTMEIER SALES LLC	3615.90	N
146570	01/20/2026	DURHAM MUSEUM	500.00	N
146571	01/20/2026	EDGEWEAR SCREEN PRINTING	249.00	N
146572	01/20/2026	EJS SUPPLY	7426.09	N
146573	01/20/2026	EMBLEMS INC	754.40	N
146574	01/20/2026	ESRI INC	846.58	N
146575	01/20/2026	FASTENAL COMPANY	38.28	N
146576	01/20/2026	FERRELLGAS	782.01	N
146577	01/20/2026	FIKES COMMERCIAL HYGIENE LLC	128.00	N
146578	01/20/2026	FIRST RESPONDER OUTFITTERS, INC	470.91	N
146579	01/20/2026	FUN SERVICES	121.10	N
146580	01/20/2026	GENERAL TRAFFIC CONTROLS INC	449.00	N
146581	01/20/2026	GENUINE PARTS COMPANY-OMAHA	49.95	N
146582	01/20/2026	GRAINGER	383.97	N
146583	01/20/2026	GREAT PLAINS UNIFORMS	795.00	N
146584	01/20/2026	HEARTLAND TIRES AND TREADS	1007.25	N
146585	01/20/2026	HERO'S PRIDE	1621.93	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
146586	01/20/2026	HOLIDAYGOO	3204.00	N
146587	01/20/2026	HORN T ZOO	1442.00	N
146588	01/20/2026	HUMANITIES NEBRASKA	75.00	N
146589	01/20/2026	INGRAM LIBRARY SERVICES LLC	3092.24	N
146590	01/20/2026	JASPER WELLER LLC	25.00	N
146591	01/20/2026	K ELECTRIC	3746.31	N
146592	01/20/2026	KANOZY, INC.	100.70	N
146593	01/20/2026	KIMBALL MIDWEST	273.38	N
146594	01/20/2026	KRIHA FLUID POWER CO INC	3070.50	N
146595	01/20/2026	LABRIE, DONALD P	150.00	N
146596	01/20/2026	LARSEN SUPPLY COMPANY	1024.61	N
146597	01/20/2026	LAWLORS CUSTOM SPORTSWEAR	272.50	N
146598	01/20/2026	LINCOLN NATIONAL LIFE INS CO	138.01	N
146599	01/20/2026	LOGAN CONTRACTORS SUPPLY	209.00	N
146600	01/20/2026	LYMAN-RICHEY SAND & GRAVEL CO	1296.98	N
146601	01/20/2026	MATHESON TRI-GAS INC	561.15	N
146602	01/20/2026	METROPOLITAN COMMUNITY COLLEGE	21344.29	N
146603	01/20/2026	MICHAEL TODD AND COMPANY INC	665.39	N
146604	01/20/2026	MID-STATES ORGANIZED CRIME INFO CTR	200.00	N
146605	01/20/2026	MIDLANDS COMMUNITY FOUNDATION	350.00	N
146606	01/20/2026	MIDWEST TURF & IRRIGATION	209.37	N
146607	01/20/2026	MSC INDUSTRIAL SUPPLY CO	338.50	N
146608	01/20/2026	MUNICIPAL PIPE TOOL CO LLC	571.50	N
146609	01/20/2026	MURPHY TRACTOR/POWERPLAN	83.45	N
146610	01/20/2026	NEBRASKA LIBRARY COMMISSION	320.69	N
146611	01/20/2026	O'REILLY AUTO PARTS	158.05	N
146612	01/20/2026	OCLC INC	98.84	N
146613	01/20/2026	OFFICE DEPOT INC	592.77	N
146614	01/20/2026	OMAHA PUBLIC POWER DISTRICT	15507.79	N
146615	01/20/2026	OMAHA TACTICAL LLC	1100.00	N
146616	01/20/2026	ONE CALL CONCEPTS INC	309.40	N
146617	01/20/2026	PAPILLION SANITATION	4516.40	N
146618	01/20/2026	QUALITY AUTO REPAIR & TOWING, INC.	500.00	N
146619	01/20/2026	RAINBOW GLASS & SUPPLY INC	926.00	N
146620	01/20/2026	RAKA RENTALS	1147.01	N
146621	01/20/2026	RTG BUILDING SERVICES INC	7330.89	N
146622	01/20/2026	SCHAEFFER MANUFACTURING COMPANY	1740.96	N
146623	01/20/2026	SIGN IT	552.50	N
146624	01/20/2026	SPORTS FACILITY MAINTENANCE, LLC	170.00	N
146625	01/20/2026	STERLING COMPUTER CORP.	13835.37	N
146626	01/20/2026	STRADA OCCUPATIONAL HEALTH	330.00	N
146627	01/20/2026	SUBURBAN NEWSPAPERS INC	264.16	N
146628	01/20/2026	SUMMIT FIRE PROTECTION CO	343.17	N
146629	01/20/2026	TED'S MOWER SALES & SERVICE INC	142.95	N
146630	01/20/2026	THE COLONIAL PRESS, INC	158.01	N
146631	01/20/2026	TORNADO WASH LLC	343.00	N
146632	01/20/2026	TRANS UNION RISK AND ALT. DATA SOL.	100.00	N
146633	01/20/2026	TRUCK CENTER COMPANIES	4559.80	N
146634	01/20/2026	TY'S OUTDOOR POWER & SERVICE	1013.96	N
146635	01/20/2026	UNITE PRIVATE NETWORKS/SEGRA	4976.00	N
146636	01/20/2026	USB USA LLC	495.20	N
146637	01/20/2026	V & V MANUFACTURING INC	478.80	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
146638	01/20/2026	VAN-WALL EQUIPMENT INC	1065.43	N
146639	01/20/2026	VIERREGGER ELECTRIC COMPANY	13525.00	N
146640	01/20/2026	VINCENTINI PLUMBING INC	4439.00	N
146641	01/20/2026	VOIANCE LANGUAGE SERVICES, LLC	93.12	N
146642	01/20/2026	WELDON PARTS INC.	134.18	N
146643	01/20/2026	WESTLAKE HARDWARE INC NE-022	2685.29	N
146648	01/20/2026	WINSUPPLY OF OMAHA	845.00	N
1262703	01/14/2026	US BANK NATIONAL ASSOCIATION	42047.96	N
1262713	01/20/2026	ACTIVE NETWORK LLC	51.50	N
1262714	01/20/2026	ADP INC	463053.27	N
1262715	01/20/2026	BLACK HILLS ENERGY	2878.90	N
1262716	01/20/2026	BOK FINANCIAL	184960.03	N
1262717	01/20/2026	CENTURY LINK/LUMEN	680.92	N
1262718	01/20/2026	COX COMMUNICATIONS, INC.	1047.00	N
1262719	01/20/2026	ESSENTIAL SCREENS	104.20	N
1262720	01/20/2026	METROPOLITAN UTILITIES DISTRICT	2986.92	N
1262721	01/20/2026	MISSIONSQUARE RETIREMENT	77145.19	N
1262722	01/20/2026	NE DEPT OF REV-MOTOR FUEL TAX	917.00	N
1262723	01/20/2026	NE DEPT OF REVENUE-SALES TAX	44.09	N
1262724	01/20/2026	PITNEY BOWES-EFT POSTAGE	1936.10	N
1262725	01/20/2026	GREATAMERICA FINANCIAL SERVICES	1685.22	N
1262726	01/20/2026	ABM INDUSTRIES, INC	15145.16	N
1262727	01/20/2026	CITY OF OMAHA	562185.95	N
1262728	01/20/2026	FRATERNAL ORDER OF POLICE	2125.00	N
1262729	01/20/2026	POLICE & FIREMEN'S INSURANCE	293.13	N
1262730	01/20/2026	SHI INTERNATIONAL CORP.	43955.55	N

TOTAL: \$1,729,507.15

APPROVED BY COUNCIL MEMBERS ON:

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 20, 2026 AGENDA

Subject:	Type:	Submitted By:
PROVIDE FOR CONTINUATION OF AN ECONOMIC DEVELOPMENT PROGRAM IN CITY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ INTERIM CITY ADMINISTRATOR

SYNOPSIS

A public hearing has been scheduled, and a resolution has been prepared to provide for continuation of an Economic Development Program (EDP) in the City for an additional 25 years, to adopt a proposed plan for an EDP, to order the Program to be presented to the voters on May 12, 2026 and to specify ballot language.

FISCAL IMPACT

The City has seen significant returns on investments made through the existing EDP. The program has been a valuable economic development tool. Continuing to provide for an EDP in the City is an important component of helping to sustain economic stability and vitality into the future.

RECOMMENDATION

Approval.

BACKGROUND

In 1990, the voters of Nebraska approved an amendment to the Nebraska Constitution to authorize the Nebraska Legislature to pass enabling legislation granting cities and villages the power to use local sources of revenue for economic and industrial development projects or programs subject to local voter approval. The Nebraska State Legislature during the 1991 session authorized cities and villages through the passage of LB 840, which was entitled the “Local Option Municipal Economic Development Act”, to collect and appropriate local sources of revenues for economic development programs, with voter approval.

At a special election on September 30, 2003, La Vista voters approved a 25-year economic development program having a term of October 1, 2004 through September 30, 2029. The City of La Vista has received an approximate \$43 million dollar return on project investments through the initial program to date.

The Nebraska Constitution and Local Option Municipal Economic Development Act have been amended since La Vista’s program was created to expand eligible types and amounts of local sources of revenue to be used for economic development programs. A proposed plan for an Economic Development Program has been prepared to incorporate certain statutory and other changes and provide for an economic development program in the City for an additional 25 years beginning October 1, 2029 and ending September 30, 2054.

Continuing to have an Economic Development Program is an important tool to help ensure the economic stability and vitality of the City.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO PROVIDE FOR CONTINUATION OF AN ECONOMIC DEVELOPMENT PROGRAM IN THE CITY FOR AN ADDITIONAL 25 YEARS, TO ADOPT A PROPOSED PLAN FOR AN ECONOMIC DEVELOPMENT PROGRAM, TO ORDER SUCH PROGRAM TO BE PRESENTED TO THE VOTERS OF LA VISTA FOR APPROVAL ON MAY 12, 2026, AND TO SPECIFY LANGUAGE OF THE BALLOT QUESTION

WHEREAS, the voters of Nebraska at the General Election held in November 1990 approved an amendment to the Nebraska Constitution to authorize the Nebraska Legislature to pass enabling legislation granting cities and villages the power to use local sources of revenue for economic and industrial projects or programs subject to local voter approval. Voters again amended the Nebraska Constitution in 2010, expanding the sources of revenue that could be used for such projects or programs; and

WHEREAS, the Nebraska State Legislature authorized cities and villages through the passage of LB840 during the 1991 session, which was entitled the "Local Option Municipal Economic Development Act" and codified in Neb. Rev. Stat. Sections 18-2701 through 18-2739, to collect and appropriate local sources of revenues for economic development programs; and

WHEREAS, La Vista voters approved a 25-year economic development program, having a term of October 1, 2004 through September 30, 2029 ("Initial Program") at a special election on September 30, 2003; and

WHEREAS, the City has received approximately \$43 million return on project investments through the Initial Program to date; and

WHEREAS the Local Option Municipal Economic Development Act, as subsequently amended among other things to expand eligible types and amounts of local sources of revenue for economic development programs, provides an opportunity for the citizens of the City of La Vista, Nebraska to influence their economic future; and

WHEREAS, to facilitate the continued success of La Vista's economic future, a viable proposed plan for an Economic Development Program has been prepared to continue providing for an economic development program in the City for an additional 25 years, and to incorporate certain statutory and other changes; and

WHEREAS, this proposed plan for an Economic Development Program calls for the use of funds from various local sources of revenue for projects or programs to provide direct or indirect financial assistance to qualifying businesses or payment of related costs and expenses pursuant to the Act, as amended from time to time; and

WHEREAS, notice was published and a public hearing was held at this meeting at which the proposed plan for the Economic Development Program was

presented for public comment and discussion. The Mayor and City Council desire to adopt the proposed plan.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska that the preparation of the proposed plan for the Economic Development Program, notice of public hearing for public comment and discussion of such proposed plan, publication of such notice, and holding of such public hearing are hereby ratified, affirmed and approved.

BE IT FURTHER RESOLVED that the proposed plan for the Economic Development Program of the City of La Vista, Nebraska, effective beginning on October 1, 2029 and ending on September 30, 2054, marked as Exhibit "A" and attached hereto and incorporated herein by this reference, is hereby adopted.

BE IT FURTHER RESOLVED that the Economic Development Program of the City of La Vista will be presented to the voters of the City for approval pursuant to Neb. Rev. Stat. section 18-2713 on May 12, 2026 at the statewide primary election. The following question shall appear on the ballot:

**"ECONOMIC DEVELOPMENT PROGRAM
PROPOSAL**

Shall the City of La Vista establish an Economic Development Program as described here by appropriating annually from local sources of revenue a maximum of \$4,000,000 for a period of 25 years?

YES

NO

Terms, Conditions and Goals

The Mayor and City Council of the City of La Vista propose to continue providing for an Economic Development Program in the City for an additional 25 years after the September 30, 2029 expiration date of the City's current Program. Terms, conditions and goals of the proposed Economic Development Program include the following:

- a. Length of time the program will be in existence. The length of time the Economic Development Program will be in existence is 25 years beginning on October 1, 2029 and ending on September 30, 2054.
- b. The years that funds from local sources of revenue are to be collected. Collection of the funds from local sources of revenue for the Economic Development Program shall be established each year in the municipal budget for a 25-year period beginning October 1, 2029 and ending September 30, 2054.
- c. Sources from which funds are to be collected. The sources from which funds are to be collected will be a combination of funds from various local sources of revenue, limited to the existing 1% local option sales tax and any other general tax levied by the city, except property tax, or generated from municipally owned

utilities and grants, donations, or state and federal funds received by the city, subject to any restrictions of the grantor, donor, or state or federal law.

- d. Total amount to be collected for the program from local sources of revenue. The total amount to be collected from local sources of revenue for the Economic Development Program will not over the 25 years of the Program exceed \$100 million. The Mayor and City Council will determine the portion of total collections of local sources of revenue that actually will be allocated for the Economic Development Program each fiscal year as part of the City's budgeting process.
- e. Proposal to issue bonds to provide funds to carry out the Economic Development Program. The City of La Vista proposes to have authority to issue bonds pursuant to the Local Option Municipal Economic Development Act to provide funds to carry out the Economic Development Program.

- f. Additional funds to be sought from other non-city sources. Additional funds from other non-city sources will be sought beyond those derived from local sources of revenue.
- g. Goals of the Economic Development Program. Goals of the Economic Development Program are to increase the overall community tax valuation within the La Vista area, attract new investment capital to the community, create jobs and generate employment opportunities, develop tourism opportunities, broaden the tax base, support or capitalize on La Vista's existing or future commercial developments, rehabilitate residential neighborhoods, expand industrial development, and increase economic stability, diversification and vitality for La Vista, Nebraska and the surrounding area."

BE IT FURTHER RESOLVED that a copy of this resolution and the proposed plan for the Economic Development Program of the City of La Vista, Nebraska shall be filed with the City Clerk who shall make it available for public review at City Hall, 8116 Park View Boulevard, La Vista, Nebraska during regular business hours.

BE IT FURTHER RESOLVED that the City Clerk, on behalf of the Governing Body of the City, is hereby ordered to submit the question of adoption of the Economic Development Program to the registered voters at the statewide primary election to be held May 12, 2026 by filing a certified copy of this Resolution with the Election Commissioner or Sarpy County Clerk within the time required by law, but in any event not later than March 1 prior to the statewide primary election, and to prepare and provide any notices as required of the City by law regarding such election.

BE IT FURTHER RESOLVED that recitals at the beginning of this Resolution are incorporated into this Resolution by reference and the Mayor or his designee is authorized to take all actions as he determines necessary or appropriate to carry out this Resolution.

PASSED AND APPROVED THIS 20TH DAY OF JANUARY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

K:\APPS\City Hall\26 FINAL RESOLUTIONS\26. Primary Election
Resolution 01.20.2026.doc

EXHIBIT A

PROPOSED PLAN

ARTICLE I. Chapter 117 of La Vista Municipal Code shall be amended by inserting the following Sections 117.31 through 117.51 after Section 117.20, to continue providing for an Economic Development Program in the City for an additional 25 years after the September 30, 2029 end of the initial Economic Development Program set forth in La Vista Municipal Code Sections 117.01 through 117.20:

"ECONOMIC DEVELOPMENT PROGRAM

SECTION 117.31. ESTABLISHMENT OF ECONOMIC DEVELOPMENT PROGRAM (October 1, 2029 through September 30, 2054).

An Economic Development Program ("Economic Development Program" or "Program") is hereby established for the City of La Vista, Nebraska beginning October 1, 2029 and ending September 30, 2054, as authorized by the Local Option Municipal Economic Development Act, Neb. Rev. Stat. §18-2701 through 18-2739. ("Act").

SECTION 117.32. LA VISTA COMMUNITY AND ECONOMIC DEVELOPMENT STRATEGY.

The Mayor and City Council of La Vista find and determine as follows: Community and economic development is essential to the vitality, strength and economic wellbeing of the City. There is a high degree of competition among states and municipalities to provide incentives for businesses or services to locate or expand in or near their respective jurisdictions. The community and economic development strategy of La Vista is to be positioned to quickly and effectively compete for quality community or economic development opportunities that meet the needs of the City. The strategy further includes lowering the property tax burden by the expansion of the property and sales tax bases through public investment in the local economy as a result of the Economic Development Program.

SECTION 117.33. PURPOSE, GENERAL INTENT AND GOALS OF ECONOMIC DEVELOPMENT PROGRAM.

The purpose of this Economic Development Program is to give the City the resources and flexibility to quickly respond to desirable opportunities for community or economic development using funds raised from local sources of revenue to provide incentives or investment in the La Vista community or its infrastructure for the location or expansion of services or businesses or rehabilitation of residential neighborhoods in or near the City. The general intent and goals of the City in establishing this Economic Development Program are to ultimately increase the overall community tax valuation, create jobs and generate employment opportunities within the La Vista area, attract new investment capital to the community, develop tourism opportunities, broaden the tax base, support or capitalize on La Vista's existing or future commercial developments, rehabilitate residential neighborhoods, expand industrial development and/or increase economic diversification, stability and vitality for the City of La Vista and the surrounding area.

SECTION 117.34. DURATION OF PROGRAM.

The Economic Development Program established by Sections 117-31 through 117-51 shall be in existence for a period of twenty-five years beginning on October 1, 2029 and ending on September 30, 2054. The Economic Development Program set forth in Sections 117.01 through 117.20 shall continue in effect and govern before October 1, 2029. Provided, the Mayor, City Council, Plan Administrator, or Citizens Advisory Review Committee or Application Review Committee, before October 1, 2029, shall be authorized to plan and prepare for economic development opportunities and activities pursuant to the Economic Development Program under these Sections 117.31 through 117.51, so long as any economic development incentive, assistance, collection or appropriation or funds raised from local sources of revenue pursuant to Sections 117.31 through 117.51 does not commence earlier than October 1, 2029.

Revenue and expenditures under this Economic Development Program shall be established during the Program by the Mayor and City Council as part of the City budget, subject to the Annual Appropriation Limitation and Aggregate Collections Limit specified in Section 117.37. The Mayor and City Council may allocate funding for the Program from among the existing 1% local option sales tax and any other general tax levied by the city, except property tax, or generated from municipally owned utilities and grants, donations, or state and federal funds received by the city, subject to any restrictions of the grantor, donor, or state or federal law. If permitted under the Act, the Mayor and City Council shall have authority to extend the Program beyond September 30, 2054 for one or more years as they determine in their sole discretion advisable to appropriate any unexpended funds that were collected from local sources of revenue and deposited in the Economic Development Fund before October 1, 2054 or earnings thereon.

SECTION 117.35. DEFINITION OF TERMS.

For purposes of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning

- (a) City shall mean the City of La Vista, Nebraska.
- (b) Economic Development Program shall have the meaning specified in the Act and include without limitation any project or program utilizing funds derived from local sources of revenue for the purpose of providing direct or indirect financial assistance to a qualifying business or the payment of related cost and expenses, or both, without regard to whether that business is identified at the time the project or program is initiated or is to be determined by specified means at some time in the future.
- (c) Election shall mean any general election, primary election, or special election called by the City as provided by law.
- (d) Financial institution shall mean a state or federally chartered bank, a capital stock state building and loan association, a capital stock federal savings and loan association, a capital stock federal savings bank, a federally insured capital stock industrial loan and investment company, and a capital stock state savings bank.

- (e) Local sources of revenue shall mean the City's existing 1% local option sales tax and any other general tax levied by the city, except property tax, or generated from municipally owned utilities and grants, donations, or state and federal funds received by the city, subject to any restrictions of the grantor, donor, or state or federal law.
- (f) Program Administrator has the meaning specified in Section 117.48.
- (g) Qualifying business is any business described in Section 117.36.

SECTION 117.36. TYPES OF BUSINESSES ELIGIBLE FOR CITY ASSISTANCE UNDER THE PROGRAM.

A business shall be eligible for City assistance under the Program if it is a qualifying business under the Act. A qualifying business is any corporation, partnership, limited liability company or sole proprietorship which derives its principal source of income from any of the following: the manufacture of articles of commerce; the conduct of research and development; the processing, storage, transport, or sale of goods or commodities which are sold or traded in interstate commerce; the sale of services in interstate commerce; headquarters facilities relating to activities as listed in this Section; telecommunications activities, including services providing advanced telecommunications capability; tourism-related activities; the production of films, including feature, independent, and documentary films, commercials, and television programs; construction or rehabilitation of housing; early childhood care and education programs; and retail trade, meaning a business which is principally engaged in the sale of goods or commodities to ultimate consumers for their own use or consumption and not for resale; and any other business from time to time included as a qualifying business through future amendment of the Act, which shall be deemed incorporated into this Program upon the effective date of such amendment. A qualifying business need not be located within the territorial boundaries of the City. If a business which would otherwise be a qualifying business employs people and carries on activities in more than one city in Nebraska or will do so at any time during the first year following its application for participation in the City's Economic Development Program, the requirement of Neb. Rev. Stat. Section 18-2709(3) also must be satisfied.

SECTION 117.37. FUNDING OF PROGRAM.

The City of La Vista Economic Development Program will be funded annually from October 1, 2029 through September 30, 2054 by various local sources of revenue. Appropriations of funds directly from local sources of revenue for the Program, in any year during which the Program is in existence, shall not exceed \$4,000,000 ("Annual Appropriation Limitation"). The Mayor and City Council may appropriate such funds from the existing 1% local option sales tax and any other general tax levied by the city, except property tax, or generated from municipally owned utilities and grants, donations, or state and federal funds received by the city, subject to any restrictions of the grantor, donor, or state or federal law. As part of the annual municipal budget process the Mayor and City Council shall establish the actual amount of funding, subject to the Annual Appropriation Limitation above and Aggregate Collections Limit below. The Annual Appropriation Limitation only applies to appropriation of funds derived directly from local sources of revenue. The Annual Appropriation Limitation shall not apply to

reappropriation of funds which were appropriated but not expended during previous fiscal years.

Total Amount of Money to be Directly Collected from Local Sources of Revenue.

The total amount of money to be directly collected from local sources of revenue by the City to finance the Program will be the portion of the total collections of the existing 1% local option sales tax and any other general tax levied by the city, except property tax, or generated from municipally owned utilities and grants, donations, or state and federal funds received by the city, subject to any restrictions of the grantor, donor, or state or federal law that the Mayor and City Council actually allocates for the Economic Development Program in the City's budget each fiscal year the Program is in existence, up to the Aggregate Collections Limit specified below over the 25 year duration of the Program.

Time Period for Collection of Funds from Local Sources of Revenue and that the Program will be in Existence. The time period within which funds from local sources of revenue are to be collected begins October 1, 2029 and ends September 30, 2054, which also shall be the time period that the Program will be in existence, except as otherwise provided by Section 117.40 or the Act.

Basic Preliminary Proposed Budget for the Program. Below is a basic preliminary proposed budget for the Program. The total amount of money to be directly collected from local sources of revenue to finance the Program over its 25 year duration may be up to, but not exceed, the total "Preliminary Projected Collections From Local Sources of Revenue" of \$100 million as specified in the following preliminary budget ("Aggregate Collections Limit").

Fiscal Year	Preliminary Projected Collection From Local Sources of Revenue	Preliminary Projected Expenditures for Awards, Costs and Expenses Under the Program
FY 2030	\$4,000,000	\$4,000,000
FY 2031	4,000,000	4,000,000
FY 2032	4,000,000	4,000,000
FY 2033	4,000,000	4,000,000
FY 2034	4,000,000	4,000,000
FY 2035	4,000,000	4,000,000
FY 2036	4,000,000	4,000,000
FY 2037	4,000,000	4,000,000
FY 2038	4,000,000	4,000,000
FY 2039	4,000,000	4,000,000
FY 2040	4,000,000	4,000,000
FY 2041	4,000,000	4,000,000
FY 2042	4,000,000	4,000,000
FY 2043	4,000,000	4,000,000
FY 2044	4,000,000	4,000,000
FY 2045	4,000,000	4,000,000
FY 2046	4,000,000	4,000,000
FY 2047	4,000,000	4,000,000

FY 2048	4,000,000	4,000,000
FY 2049	4,000,000	4,000,000
FY 2050	4,000,000	4,000,000
FY 2051	4,000,000	4,000,000
FY 2052	4,000,000	4,000,000
FY 2053	4,000,000	4,000,000
FY 2054	<u>4,000,000</u>	<u>4,000,000</u>
Total	\$100,000,000	\$100,000,000

It is expected that less than 5% of amounts allocated for the Economic Development Program may be used for administration, with at least 95% of amounts allocated for the Program to be used for eligible activities under the Program. Any allocated funds not used for administration activities in a fiscal year shall be allocated to be available for eligible activities under the Program.

City Authority to Issue Bonds. The City of La Vista shall have the authority to issue bonds pursuant to the Local Option Municipal Economic Development Act to provide funds to carry out the Economic Development Program. Also, additional funds from other non-city sources may be sought beyond those derived from local sources of revenue.

SECTION 117.38. ESTABLISH SEPARATE DEVELOPMENT FUND

The City shall establish a separate Economic Development Fund pursuant to Neb. Rev. Stat. Section 18-2718. Any funds derived from local sources of revenue for the Program, earnings from the investment of such funds, including without limitation interest earnings, loan payments and any proceeds from the sale or rental by the City of assets purchased by the City under the Economic Development Program, or any other money received by the City by reason of the Economic Development Program, shall be deposited into the Economic Development Fund. Any proceeds from the issuance and sale of bonds pursuant to the Local Option Municipal Economic Development Act to provide funds to carry out the Economic Development Program, except for refunding bonds in Neb. Rev. Stat. Section 18-2732, shall also be deposited into the Economic Development Fund. Except as otherwise provided by the Act, funds in the Economic Development Fund shall not be deposited in the general fund of the City and the City shall not transfer or remove funds from the Economic Development Fund, other than for the purposes prescribed in the Act, nor shall such funds be comingled with any other City funds.

SECTION 117.39. INVESTMENT OF FUNDS

Any money in the Economic Development Fund, not currently required or committed for purposes of the Economic Development Program, shall be invested as provided in Section 77-2341 of the Revised Statutes of Nebraska.

SECTION 117.40. DISPOSITION OF FUNDS ON TERMINATION

In the event the City's Economic Development Program is terminated, the balance of the money in the Economic Development Fund not otherwise committed by contract under the Program shall be deposited in the general fund of the City. Any funds received by the City by reason of the Economic Development Program after the termination of such Program, shall be transferred from the Economic Development Fund to the general fund of the City as such funds are received. The Economic Development Fund shall not be terminated until such time as all projects and contracts related to the Program have been finally completed and all funds related to them fully accounted for, with no further City action required, and after completion of the final audit.

SECTION 117.41. TERMINATION OF PROGRAM

When the Economic Development Program is terminated, the governing body of the City shall, by Resolution certify the amount of money to be transferred from the Economic Development Fund to the general fund of the City and the amount that is anticipated will be received by the City between such time and final audit of the Economic Development Fund pursuant to Neb. Rev. Stat. Section 18-2718.

SECTION 117.42. CONTINUATION OF PROGRAM

If, after five full budget years, following initiation of the approved development program, less than fifty per cent of money collected from local sources of revenue is spent or committed by contract for the Economic Development Program, the governing body of the City shall place the question of the continuation of the City's Economic Development Program on the ballot at the next regular election.

SECTION 117.43. AUDIT OF FUNDS

The City shall provide for an annual, outside, independent audit of the Economic Development Program, by a qualified auditing business. The auditing business shall not, at the time of the audit or any period during the term subject to the audit, have any contractual or business relationship with any qualifying business receiving funds or assistance under the Economic Development Program, or any financial institution directly involved with a qualifying business receiving funds or assistance under the Economic Development Program. The results of such audit shall be filed with the City Clerk and made available for public review during normal business hours. Every applicant or recipient under the Economic Development Program agrees by submitting an application under the Program to provide at its cost such financial statements, audits and access to books, records and statements as the City from time to time requests or requires.

SECTION 117.44. ELIGIBLE ECONOMIC ACTIVITIES.

The eligible economic activities under the Program are those activities of qualifying businesses described in Section 117.36 above, and direct or indirect financial assistance to them or payment of related costs and expenses from time to time from local sources of revenue under the Program as authorized by the Mayor and City Council, including, but not limited to, the following: direct loans or grants to qualifying businesses, including loans and grants for fixed assets or working capital or both; loan guarantees for

qualifying businesses; expenditures or grants for public works improvements, site development, and infrastructure improvements which are essential to the location or expansion of, or the provision of new services by, qualifying businesses, the construction of buildings to be leased or sold to said businesses, or the development of public facilities; the purchase of, or obtaining, renewing or extending options to purchase, real estate, including commercial, industrial and public sites; grants or loans for job training; the issuance of bonds as provided for in the Act; payments for salaries and support of City staff to implement the Economic Development Program or develop an affordable housing action plan, or for contracting the same to an outside entity; and grants, loans or funds for the construction or rehabilitation for sale or lease of housing for persons of low or moderate income. Land to be purchased either directly or through options, may be within or without the corporate limits of La Vista.

- (a) Purchase of Land: As a part of the Program, the City may purchase real property or options on real property when such property is located within the corporate limits of the City or the City's extraterritorial zoning jurisdiction or future growth and development area. The Program Administrator shall be responsible for identifying and recommending real property purchases or options to the Mayor and City Council following review of available real property which meets the goals and strategies of this Economic Development Program and reporting the same to the Mayor and City Council. The City shall comply with all statutory requirements when purchasing real property and the City may use the proceeds from any future sale of the property for additional real property purchases.
- (b) Housing: As a part of the Program, the City may make grants or loans for the construction or rehabilitation for sale or lease of housing for persons of low or moderate income. The income level standards which will qualify persons as low or moderate income for participation in the Program shall be based upon federal government guidelines or standards for qualifying for any federal housing assistance program, as may be modified by the City based on information from the Nebraska Department of Health and Human Services, Nebraska Department of Economic Development or other sources the City determines are relevant in consideration of local and regional economic conditions and income levels. The City shall consider the following criteria to determine whether any adjustments to income of persons would be appropriate for assessing their qualification for participation in the Program:
 - i. Amount of income of the person available for housing needs;
 - ii. Size of family to reside in each housing unit;
 - iii. Cost and condition of housing available in the City;
 - iv. Whether the person or any member of the person's family who will be residing in the housing unit is elderly, infirm or disabled;
 - v. Ability of the person to compete successfully in the private housing market and pay the amounts the private enterprise market requires for safe, sanitary and uncrowded housing; and
 - vi. Such other factors as the City from time to time determines which are particularly relevant to the conditions facing persons seeking new or rehabilitated housing in the City.
- (c) Loan Fund: The City may establish a loan fund under the Economic Development Program. The loan fund shall be organized and operated in a

similar manner as the loan fund created pursuant to Sections 117.01 through 117.20 ("Initial Economic Development Program Loan Fund") and Ordinance No. 1022, except as otherwise determined by the Mayor, City Council or Program Administrator necessary or appropriate based on loans or financing from time to time offered business ventures by the Small Business Administration (or other federal government agency identified by the City in the event the Small Business Administration ceases to exist, be known by that name, or provide relevant loan or financing programs) ("SBA"), the State of Nebraska, or commercial lenders in the State of Nebraska. The particular requirements, conditions, standards and criteria (together "Loan Terms and Conditions") of any loan or financing provided by the City under the loan fund shall be consistent with any relevant requirements, conditions, standards and criteria of the Initial Economic Development Program Loan Fund or relevant SBA, State of Nebraska or commercial loan or financing on which the particular loan or financing provided by the City is based, which requirements, conditions, standards and criteria are incorporated herein by reference and will be the minimum applicable to the City loan fund with respect to the matters listed in (i) through (iv) below. Provided, however, the City can in any case impose additional, greater or different requirements, standards, criteria or conditions as the Mayor and City Council determine under the circumstances necessary or appropriate.

- (i) Types of financial assistance available, the maximum proportion of financial assistance that will be provided to any single qualifying business and the criteria used to determine the appropriate level of assistance;
- (ii) The criteria and procedures that will be used to determine the necessity and appropriateness of permitting a qualifying business to participate in the loan fund;
- (iii) The criteria for determining the time within which a qualifying business must meet the goals set for it under its participation agreement; and
- (iv) Standards for loan delinquency, declaration of default, and actions to be taken upon default (consistent with Neb. Rev. Stat. section 18-2520).

At the time a qualifying business applies to the City to participate in the loan fund, the business shall provide to the City appropriate documentation evidencing its negotiations with one or more primary lenders and the terms upon which it has received or will receive the portion of total financing which will not be provided by the City.

The investment strategies that the City will pursue to promote the growth of the loan fund while assuring its security and liquidity will be determined and carried out by the Finance Director in accordance with applicable law. The Finance Director will have primary responsibility for administration of the loan fund, including loan servicing, unless otherwise specified by the Mayor and City Council.

The loan fund will be administered in accordance with applicable law, including Neb. Rev. Stat. section 18-2720. The City does not at this time expect that any personnel or other assistance beyond regular City employees will be needed to assist in the administration of the loan fund. However, if the City Administrator at any time determines that additional personnel or assistance is needed, payment or reimbursement for the same shall be provided from the loan fund unless otherwise approved by the City.

The loan fund will be audited and verified annually in conjunction with the audit of the Economic Development Program pursuant to Neb. Rev. Stat. section 18-2721 so assistance given is used in an appropriate manner and as protection of the City against fraud or deceit in the conduct or administration of the economic development program. In addition, any applicant or recipient of lending or other financing from the loan fund is required to provide at its cost such financial statements, audits and access to books, records and statements as the City from time to time requests or requires. All applicants and recipients are deemed to agree to this condition by the submittal of an application under this Economic Development Program.

SECTION 117.45. CITIZEN ADVISORY REVIEW COMMITTEE.

There is hereby created a Citizen Advisory Review Committee, which shall review the functioning and progress of the Economic Development Program and shall advise the Mayor and City Council of La Vista, Nebraska, with regard to the Program. The committee shall consist of five (5) registered voters of the City of La Vista, Nebraska. Said members shall be appointed by the Mayor, subject to approval by the City Council. The members of the committee shall serve for five-year terms. Any member of the committee may be removed from office by the Mayor, with the approval of the governing body of the City.

- (a) At least one member of the committee shall have expertise or experience in the field of business finance and accounting.
- (b) The Program Administrator specified below shall have responsibility for the administration of the Economic Development Program and serve as an ex officio member of the committee with responsibility for assisting the committee and providing it with necessary information and advice on the Economic Development Program.
- (c) A representative from the Sarpy County Economic Development Corporation or any other person, if designated by the Mayor with the approval of the City Council, may also serve as an ex-officio member of the Citizen Advisory Review Committee and may also provide the committee with necessary information and advise the committee on the Economic Development Program.
- (d) No member of the Citizen Advisory Review Committee shall be an elected or appointed City official, a member of any planning commission created under Neb. RS 19-925, an employee of the City, a member of the Application Review Committee or otherwise a participant in a decision-making position regarding expenditures of Program funds, or an official or employee of any qualifying business receiving financial assistance under the Economic Development Program or of any financial institution participating directly in the Economic Development Program.
- (e) The Citizen Advisory Review Committee shall elect a chairperson from its membership and shall create and fill such other offices as it may determine. The term of the chairperson shall be one (1) year and such person shall be eligible for re-election.
- (f) The Citizen Advisory Review Committee shall hold regular meetings once per quarter to review the functioning and progress of the Economic Development Program and shall advise the governing body of the City with regard to the

Program. Special meetings of the Citizen Advisory Review Committee shall be held whenever called by the Mayor or the chairperson for the committee.

(g) At least once in every six-month period after the effective date of the Ordinance establishing the Program, the committee shall report to the governing body on its findings and suggestions at a public hearing called for that purpose.

SECTION 117.46. APPLICATION PROCESS AND SELECTION OF PARTICIPANTS

Type of Information Required From the Business. In order for a qualifying business to be considered for Program benefits, the qualifying business shall first become an applicant by applying to the City for assistance. Applications shall be signed, dated and submitted in the manner, on such forms, in the number of originals and duplicates, and with such person(s) specified from time to time by the Program Administrator. The application shall contain information as required below and any additional information, assurances, certifications, requirements or guarantees as may be specified by the Mayor, City Council, Citizen Advisory Review Committee Application Review Committee, or Program Administrator.

(a) Applications for assistance from a qualifying business shall include the following information:

- (i) SBA Form 4 or such other form of application as the Mayor, City Council or Program Administrator determines appropriate, with such modifications as the Mayor, City Council or Program Administrator authorize;
- (ii) Business plan which includes financial projections for the next three years or such other period of time as the Mayor, City Council or Program Administrator determines appropriate;
- (iii) Signed copies of the following or such other information as the Mayor, City Council or Program Administrator determines appropriate:
 - a. Two most recent fiscal years or all fiscal years where the applicant has been in existence for less than two years;
 - b. Financial statements of the applicant for the two most recent fiscal years or all fiscal years where the applicant has been in existence for less than two years;
 - c. Where the applicant is a closely held entity, balance sheets from the holders or beneficial owners of more than 25% of the ownership interests in the entity;
- (iv) The certification required by Neb. Rev. Stat. Section 18-2710.03; and
- (v) Any other information as requested by the Mayor, City Council, Program Administrator, Citizen Advisory Review Committee or Application Review Committee.

(b) The Mayor, City Council or Program Administrator may waive the furnishing of all or any portion of the above items or any other requirement where the Mayor, City Council or Program Administrator is able to obtain reasonable assurance as to the stability of the qualifying business from other reliable sources or information, to include without limitation audited financial statements, filings with regulatory agencies (i.e. SEC filings), or independent analysis, advisors or subject matter experts.

(c) The Mayor, City Council or Program Administrator may also waive the furnishing of all or any portion of the above items where the qualifying business agrees that no funds shall be paid to or for the benefit of the qualifying business until the qualifying business has performed according to agreed upon criteria.

Verification of Information. The Program Administrator may use any method he or she determines appropriate to verify the information provided by the applicant, including, but not limited to, the following: credit checks, Dun & Bradstreet reports, examination of internal records, audit reports, filings with regulatory agencies (i.e. SEC filings), securing the assistance of advisors or subject matter experts, and any other reasonable methods as determined by the Program Administrator.

Upon receipt of an application, the Program Administrator shall make a preliminary determination as to whether the application appears to be viable, based on whether (1) the applicant is eligible; (2) the proposed activities are eligible; (3) the applicant has any actual or potential legal actions or other risks that may significantly impact its ability to perform; and (4) the applicant has complied with application requirements.

Once the Program Administrator makes a determination that the application appears to be viable, the application is referred to the Application Review Committee appointed by the Mayor with City Council approval. The Application Review Committee shall be separate and apart from the Citizen Advisory Review Committee and no member of the Application Review Committee shall at the same time be a member of the Citizen Advisory Review Committee. The Application Review Committee shall review the application and any supplemental financial or other information furnished and provide recommendations to the Program Administrator concerning negotiations with the applicant and whether any further information, assurances, certifications, requirements or guarantees from the applicant are desired.

Once the Application Review Committee has completed its review, and following any additional negotiations conducted by the Program Administrator, the committee shall make a recommendation that (1) the application be approved, (2) the application be denied, or (3) the committee is not able to make a recommendation due to lack of information or other factors that may be cited by the committee.

The committee's recommendations in connection with any application shall be subject to any conditions the committee determines appropriate. Such recommendations will be based on the committee's review of the application and other information provided and a determination whether the applicant has demonstrated to the satisfaction of the Committee (1) the applicant's eligibility for funding, (2) that the type and amount of assistance is appropriate and desirable for the City, (3) a desirable level, type and quality of public benefit to the City or its residents from the applicant's proposed use of the funding, and (4) that the timing, type, magnitude and probability of public benefit that the Committee determines is likely to be achieved from the funding is reasonable and efficient in relation to the cost of funding provided. If the recommendation is that the application be denied or the Committee is unable to make a recommendation, a summary of the reasons may be given.

All recommendations of the Application Review Committee with respect to an application shall be submitted by the Program Administrator to the Citizen Advisory Review Committee for review and advice to the City Council. The application, funding proposal

and Committee recommendations and advice shall be provided to the City Council for consideration. The City Council shall approve or reject the application and funding proposal, or refer them back to the Committees for further consideration, recommendation or advice, subject to any conditions the City Council determines appropriate. In making its determination, the City Council shall generally not be presented with any information which has been determined by the Program Administrator or the Application Review Committee as confidential. An applicant which has been awarded funding under the Program shall be referred to as a Funded Business.

There shall be no limit on the number of times that a qualifying business may apply for assistance. Applications shall be received until all funds anticipated for the Program have been committed. The decision as to whether or not applications shall be approved or Program benefits shall be granted on applications is at the sole discretion of the City Council and is final and binding on all parties. The City Council may modify the application and selection process provided in this Section from time to time as determined necessary or appropriate.

SECTION 117.47. CONFIDENTIAL INFORMATION

The Program Administrator, members of the Citizen Advisory Review Committee or members of the Application Review Committee may be permitted access to business or other information received by the City in the course of its administration of the Economic Development Program, which information would otherwise be privileged, private, proprietary or confidential (a) under Section 84-712.05 R.R.S., Nebraska, (b) by agreement with a qualifying business submitting an application under or participating in the Economic Development Program, or (c) under any ordinance of the City providing access to such records to the Program Administrator or members of either committee and guaranteeing the confidentiality of business information received by reason of its administration of the Economic Development Program. Neither the Program Administrator nor any member of a committee shall divulge any such confidential information to any other person or entity, except as required by law.

SECTION 117.48. ECONOMIC DEVELOPMENT PROGRAM ADMINISTRATIVE SYSTEM

It is important to have a clearly defined administrative system for the Program. It is the intent of the Program that the majority of the funds be used for eligible activities and a relatively smaller portion on administration of the Program. A description of the administration of the Program is below. The City is authorized to provide for any additional responsibilities or positions from time to time as may be needed to carry out the Program.

Program Administrator: The City Administrator shall be the Program Administrator. The duties of the Program Administrator include:

- (a) Administration of the Program, provided the Loan Fund will be administered by the Finance Director.
- (b) Serve as an ex-officio but non-voting member of the Citizen Advisory Review Committee.

- (c) Assist the Citizen Advisory Review Committee and provide it with necessary information and advice on the Program.
- (d) Track employment figures for participating businesses for two years if businesses employ persons in other Nebraska communities.
- (e) On a regular basis review whether qualifying businesses are carrying out their responsibilities under the Program and following the applicable agreements, laws and regulations.

The Program Administrator may from time to time designate such individuals or, with approval of the Mayor and City Council if required, contract with outside entities, and delegate such responsibilities, duties or tasks to said individuals or entities that she determines necessary or appropriate to administer the Economic Development Program.

SECTION 117.49. SATISFACTION OF LEGAL REQUIREMENTS

The City will endeavor to comply, and for the compliance of any qualifying business receiving financial assistance under the Program, with applicable laws, regulations and requirements, which will be facilitated through the checks and balances built into the Program pursuant to Nebraska statute, including:

- (a) The Citizens Advisory Review Committee is responsible for periodically meeting, reviewing the functioning of the Program and advising the governing body of the City with regard to the Program. At least one of the members of the committee will have expertise or experience in business finance or accounting. It is anticipated that others on the committee will have expertise or experience that will assist the City comply with applicable requirements. The makeup of the committee pursuant to Nebraska statute Section 18-2715 decreases the likelihood of conflicts of interest on the committee with others related to the Program and increases the opportunity for objectivity in carrying out committee duties.
- (b) The Program Administrator and Finance Director will provide ongoing oversight in the administration of the Program and Loan Fund, respectively.
- (c) The City will have the Program annually audited by an outside, independent private auditing business, the results of which will be filed with the City Clerk and made available for public review during normal business hours. The City also will have access to applicant and recipient books and records.
- (d) Funding awards and annual appropriations for the Program require City Council approval.
- (e) The City Attorney will provide desired consultation to the City upon request regarding significant changes to the Local Option Municipal Economic Development Act.

SECTION 117.50. AMENDMENT.

The Mayor and Council may amend Sections 117.31 through 117.51 in the manner specified by Neb. Rev. Stat. Section 18-2714.

SECTION 117.51. SEVERABILITY.

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

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 20, 2026 AGENDA

Subject:	Type:	Submitted By:
PUD ORDINANCE AMENDMENT – SOUTHPORT WEST	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance has been prepared to amend the Southport PUD Ordinance.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Staff propose the attached changes to several sections of Ordinance No. 1267, the ordinance that governs development in the Southport West subdivision. The changes are primarily for the following purposes:

1. Defined “Mixed Residential” and provided regulations for the use within the Southport West PUD area, including limiting the use to a specific area within the boundaries of the PUD;
2. Added design standards specific to residential uses within the Southport West Design Guidelines;
3. Provided additional definitions within the design guidelines for better clarity of the intent of the guidelines in relation to the words defined; and
4. Completed many other minor adjustments to the Southport West Design Guidelines to provide better clarity and improve the process of design review.

The draft PUD Ordinance amendments for Southport West will be presented to the Southport West Owners Association for their review prior to final review by the City Council.

Redlines showing the revisions are attached. The Planning Commission held a public hearing on January 8, 2026, and voted 6-0 to recommend approval of the amendments to the Southport West PUD Ordinance.

The motion included a recommendation to lower the maximum height for residential uses from the proposed 90-foot maximum building height within “Parcel 3” (the proposed mixed-residential area) to a 60-foot limitation. However, the PUD Site Plan calls for a building height of 60'-6" for the two apartment buildings within Parcel 3. Since the meeting, City staff have made changes to the PUD Ordinance to limit building heights in Parcel 3 to a 70-foot maximum building height limitation. This provides for some flexibility in the final design of the buildings, while recognizing the Commission’s desire to reduce the maximum height for residential uses within the Southport West District.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMENDING ORDINANCES NO. 948, 970, 1004, 1013, 1038, AND 1237, AND 1267 AND THE ZONING DISTRICT MAP OF THE CITY OF LA VISTA, NEBRASKA; ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO REPEAL ORDINANCES NO. 948, 970, 1004, 1013, AND 1038, 1237, AND 1267 AS PREVIOUSLY PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. In accordance with Section 5.15 of the La Vista Zoning Ordinance No. 848, the final PUD-4 (Planned Unit Development) plan for Southport West is amended for the following described real estate, to wit:

LEGAL DESCRIPTION

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

Section 2. The current PUD-4 plan was approved by Ordinance No. 948 on December 21, 2004, and amended by Ordinance No. 970 on November 15, 2005, by Ordinance No. 1004 on September 5, 2006, by Ordinance No. 1013 on October 23, 2006, and by Ordinance No. 1038 on June 19, 2007, and by Ordinance No. 1267 on February 16, 2016. The final PUD-4 plan is hereby amended to provide for the development of a planned regional commercial center that will service not only the city, but also the surrounding market area. Such commercial center is characterized by a single major structure, along with both attached and free-standing retail, lodging, office, dining and entertainment establishments served by parking areas, and uniquely located on a tract of land that has an area of approximately 149.443 acres. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, development and build-out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying commercial zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

Section 3. Definitions

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

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

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

- C. "Developer" shall mean Southport West Partners, LLC, SPW Partners LLC, Cabela's Retail INC, JQH La Vista CY Development LLC, JQH La Vista Conference, JQH La Vista III Development LLC, Marcus Southport LLC, Mutual Southport LLC, Heritage Westwood La Vista LLC, their successors and assigns, and the City of La Vista, Nebraska.
- D. "Enclosed Mall" shall mean the enclosed mall portion of the project, exclusive of Anchor Stores.
- E. "Free Standing Building" shall refer to any building or similar structure other than the Enclosed Mall that houses a single tenant or owner, each of whom conducts a separate business within that building or similar structure.
- F. "Gateway Corridor District" or "La Vista Gateway Corridor District" shall mean the City's overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district.
- G. "Hotel and Convention Center" shall mean a Hotel and Conference Center proposed to be constructed on Lot 1, Southport West Replat Two.
- H. "Landscaping Easement" shall mean that area adjacent to the street right-of-way providing for required street trees and landscape material.
- H.I. "Mixed Residential" shall mean a development consisting of a mix of types of housing options such as apartments, rowhouses, townhomes, and single-story homes. Typical building heights are 1-5 stories, depending on building type, with a walkable environment that provides connectivity to adjoining retail and services.
- H.J. "Multiple-attached Building" shall refer to any building or similar structure that houses more than a single tenant or owner, and in which numerous, discrete business activities are conducted.
- H.K. "Open Space" shall mean anything on the site except buildings, parking lot and vehicular circulation, generally pervious, but may include well landscaped pedestrian places, pools, pool decks and roof gardens.
- H.L. "Planned Unit Development Plan" shall mean a plan developed and approved that outlines certain provisions for the property and its uses. Such plan shall consist of the final plat, design guidelines, landscaping, etc.
- H.M. "Plat" or "the Plat," shall mean the final plat approved by the City Council or an administrative plat approved by staff.
- H.N. "Southport West Design Guidelines" shall mean the specific guidelines jointly developed, agreed to and amended by Developer and City for the Subdivision for

the purpose, among others, of creating cohesiveness and ensure quality of materials, aesthetics and maintenance upon which all tenants and owners can rely and to ensure view continuity and creation of a sense of place through the use of common elements of site and architecture, a copy of which is attached to this Agreement as Exhibit "C" hereto.

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

Section 4. Parcel Identification Map

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

Section 5. Conceptual Site Plan

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

Section 6. Allowed Uses

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

- A. The following uses shall be prohibited:
 - i. More than two fast food establishments with drive-thrus.
 - ii. More than one convenience store with limited fuel sales.
 - iii. Automobile/motor vehicle sales.
 - iv. Uses listed as exempt from property taxes under Neb. RS 77-202.
- B. The following uses shall be permitted only as an accessory use to an Anchor Store or a Big Box Retain-Retail Store:
 - i. Automotive repair or service.
 - ii. Fuel sales (passenger vehicles).
 - iii. Horse and pet storage, except for overnight stay.

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

- A. The following additional uses shall be allowed:
 - i. Mixed residential
- B. The following uses shall be prohibited:
 - i. Fast food establishments with drive-thrus.
 - ii. Convenience store with limited fuel sales.
 - iii. Automobile/motor vehicle sales.
 - iv. Uses listed as exempt from property taxes under Neb. RS 77-202.

Section 7. Building Design Guidelines and Criteria

Section 8. Conditions

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

A. General Conditions

The Parcel Identification Map and Conceptual Site Plan incorporate commercial uses (office and retail) on Parcel 2, with a mixed residential use on Parcel 3.

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

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

B. Land Use Design Criteria

Unless provided otherwise in this PUD Plan, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate commercial zoning district shall apply to any development within Parcels 1, and 2, and 3. The negative elements of such uses as loading docks, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by the general public through the use of architectural features or earth berming and landscaping.

i. Parcel 1. The intent of the design and layout of Parcel 1 (Lots 1-3 Southport West Replat Three) is to develop a hotel(s) and conference center.

- a. Building Height. Within these lots, permitted building heights will be a maximum of one hundred (100) feet above the average finished grade of the ground at the perimeter of the building or as allowed by the Federal Aviation Administration (FAA).
- b. Building Setback. No part of any building under eight (8) stories in height shall be erected within sixty (60) feet of the perimeter property line. No part of any building over eight (8) stories in height shall be erected within one hundred twenty-five (125) feet of the perimeter property line. The building setback from an internal lot line may be zero (0) feet if approved by the City as part of a PUD Plan.
- c. Open Space/Buffer. The minimum required open space in this Parcel shall be equal to at least twenty-five percent (25%) of the gross area of the lot. Parking areas, except for driveways shall be effectively screened from general public view by incorporating the natural landscape and topography with the introduction of permanent earth berming of no less than two and one half (2 ½) feet above the top of curb of the adjacent public street. In any case, all parking areas shall include landscape areas, islands, screens, etc., equal to not less than ten percent (10%) of the total paved area. Such landscaped areas may be included as part of the 25% total open space. Landscaped islands within the parking area shall have ground cover of sodded grass, shrubs or other acceptable living plant material, unless the City specifically approves an alternate ground cover as part of the site plan review.
- d. Landscaping. Landscaping will include the integration of recommended overstory and understory trees, shrubs and grasses (Exhibits "C" and "D") throughout. Two (2) trees and five (5) shrubs or ten (10) clump ornamental grasses per one thousand (1,000) square feet of required open space. Twenty percent (20%) of all required trees shall be a minimum of 3-3 ½ inch caliper. Eighty percent (80%) of all required trees shall be a minimum of 2-2 ½ inch caliper. The minimum height of coniferous trees shall be six (6) feet and may be counted as 2-2 ½ inch caliper. Required shrubs and ornamentals grasses shall be a minimum of 18-24" in height. These are minimum requirements. Landscaping along Westport Parkway and throughout parking lots shall be consistent with Exhibit "C". A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the vision of Southport West Development and its approved guidelines.
- e. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.

ii. Parcel 2. The intent of the design and layout of Parcel 2 (~~Lots 1-3, , 16, 19, 20, and 23-27, Southport West;~~ Lots 1-3, Southport West Replat One; ~~Lots 2 and 3, Southport West Replat Two,~~ Lots ~~1 and~~ 2, Southport West Replat Four; ~~and~~ Lots ~~4~~-5, Southport West Replat 5; Lots 1-2, Southport West

Replat 6; Lots 1-3 and Outlot A Southport West Replat 8; Lots 1-4 and Outlot A Southport West Replat 9 and Lots 1, 3-4 Southport West Replat 10) is to develop retail, office, entertainment uses, and/or individual businesses.

- a) Building Height. Within these lots, permitted building heights will be a maximum of ninety (90) feet above the average finished grade of the ground at the perimeter of the building or as allowed by the FAA.
- b) Building Setback. Building setbacks shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a Final PUD Plan.
- c) Open Space/Buffer. The minimum required open space for each lot in this Parcel shall be equal to at least twenty-five percent (25%) of the gross area of the lot. Parking areas, except for driveways shall be effectively screened from general public view by incorporating rhythm through a combination of the natural landscape and topography with the introduction of permanent earth berming of no less than two and one half (2 1/2) feet above the top of curb of the adjacent public street. In any case, all parking areas shall include landscape areas, islands, screens, etc., equal to not less than ten percent (10%) of the total paved area. Such landscaped areas may be included as part of the 25% total open space. Landscaped islands within the parking area shall have ground cover of sodded grass, shrubs or other acceptable living plant material, unless the City specifically approves an alternate ground cover as part of the site plan review.
- d) Landscaping. Landscape will include the integration of recommended overstory and understory trees, shrubs and grasses (Exhibits "C" and "D") throughout. The minimum landscaping required shall be two (2), 2-2 1/2 " caliper trees and five (5), shrubs or ten (10) clump ornamental grasses at 18-24" in height per one thousand (1,000) square feet of open space in each lot of the Parcel. The minimum height of coniferous trees shall be six (6) feet and may be counted as 2-2 1/2 inch caliper. These are minimum requirements. Landscaping along Westport Parkway and Southport Parkway and throughout parking lots shall be consistent with Exhibit "C". A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the vision of Southport West Development and its approved guidelines.
- e) Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.
- f) Public Spaces. Feature lakes, detention pond areas, easements for public amenities, sidewalks within open areas, pedestrian plazas and paved outdoor spaces (excluding parking lots) are encouraged in order to link commercial areas with pedestrian plazas and to create interaction.

iii. Parcel 3. The intent of the design and layout of Parcel 3 (Lot 2 Southport West Replat 10) is to develop as a Mixed Residential development with a mix of townhomes, condominiums, or multiple-family residential uses.

- a) Building Height. Within these lots, permitted building heights will be a maximum of seventy (70) feet above the average finished grade of the ground at the perimeter of the building or as allowed by the FAA.
- b) Building Setback. Building setbacks shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a Final PUD Plan.
- c) Open Space/Buffer. The minimum required open space for each lot in this Parcel shall be equal to at least twenty-five percent (25%) of the gross area of the lot. Parking areas, except for driveways shall be effectively screened from general public view by incorporating rhythm through a combination of the natural landscape and topography with the introduction of permanent earth berthing of no less than two and one half (2 1/2) feet above the top of curb of the adjacent public street. In any case, all parking areas shall include landscape areas, islands, screens, etc., equal to not less than ten percent (10%) of the total paved area. Such landscaped areas may be included as part of the 25% total open space. Landscaped islands within the parking area shall have ground cover of sodded grass, shrubs or other acceptable living plant material, unless the City specifically approves an alternate ground cover as part of the site plan review.
- d) Landscaping. Landscape will include the integration of recommended overstory and understory trees, shrubs and grasses (Exhibits "C" and "D") throughout. The minimum landscaping required shall be two (2), 2-2 1/2 " caliper trees and five (5), shrubs or ten (10) clump ornamental grasses at 18-24" in height per one thousand (1,000) square feet of open space in each lot of the Parcel. The minimum height of coniferous trees shall be six (6) feet and may be counted as 2-2 1/2 inch caliper. These are minimum requirements. Landscaping along Westport Parkway and Southport Parkway and throughout parking lots shall be consistent with Exhibit "C". A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the vision of Southport West Development and its approved guidelines.
- e) Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.
- f) Public Spaces. Feature lakes, detention pond areas, easements for public amenities, sidewalks within open areas, pedestrian plazas and paved outdoor spaces (excluding parking lots) are encouraged in order to link commercial areas with pedestrian plazas and to create interaction.

C. Commercial, Office, Residential, and Mixed Use Site Design Guidelines

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

D. Access and Off-Street Parking

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

ii. Off-Street Parking. Parking on lots in Parcels 1 and 2 should be provided based on the aggregate ratio of four and a half (4.5) off-street parking spaces per one thousand (1,000) square feet of gross leasable floor area of improvements constructed on each lot, unless off-site/public parking is utilized with approval of the city. Parking in lots in Parcel 3 should be provided based on Section 7.06 of the La Vista Zoning Ordinance - Schedule of Minimum Off-Street Parking Requirements.

a. Landscape.

- (1) Off-street parking areas containing twenty-five (25) or more parking spaces shall provide internal landscaping, other than that required in a buffer zone or along street frontages, and shall be protected by a concrete curb.
- (2) Landscape islands a minimum of seven (7) feet in width shall be provided at the end of all parking rows. In addition, landscape islands a minimum of seven (7) feet in width shall be provided throughout the parking lots such that no parking space is farther than one hundred twenty (120) feet away from any landscaped space within that same row of parking.
- (3) Required trees shall be located to minimize potential damage to vehicles, to insure adequate sight distance, and the maneuvering of emergency vehicles within the development and each lot.
- (4) The internal landscaped areas shall be located to direct traffic, dispersed throughout the lot to improve site aesthetics, and installed so that, when mature, it does not obscure traffic signs, fire hydrants, lighting, drainage patterns on site or

- adjacent properties, or obstruct vision for safety of ingress or egress.
- (5) Parking areas shall be screened, recessed, or otherwise constructed and located so as to prevent the glare from automobile headlights illuminating adjacent properties and to minimize negative views from public streets.
- (6) Parking area lighting shall be shielded so as to prevent illumination of adjacent properties. A lighting plan shall be submitted for review in conjunction with any site plan.
- (7) Off-street loading areas shall not interfere with or impede the circulation or flow of traffic.

E. Signage

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

This Ordinance recognizes that because of the size and scope of the project, and because access will be obtained to the development via large public arterial streets, the project has an extraordinary need for flexibility in the signage regulations applicable thereto. See Exhibits "E-1" and "E-2" for proposed site signage and example locations.

- i. Subdivision Signs. Two subdivision signs not to exceed fifty (50) square feet and fifteen (15) feet in height shall be allowed at each of the three (3) main entrances. Architectural elements of such signs shall not exceed maximum height for structures in the respected zoning district. The usage of such signs shall be limited to identification of the development itself. Such signs shall be setback a minimum of twenty (20) feet from the property line.
- ii. Identification Sign. One electronic message sign of no greater than thirty-five (35) feet in height may be allowed along the Interstate for City, conference and/or subdivision information, including events and business identification. Such sign shall be setback a minimum of twenty (20) feet from the property line and located upon a dedicated easement. Such sign shall not be of such intensity as to adversely affect adjacent properties or vehicular traffic.
- iii. Project Directory Signs. Project Directory Signs shall be allowed on the internal roadways, access roads, traffic lanes, walkways, sidewalks, access ways and trails of the subdivision to help facilitate movement through and around the development. The sign area, setback, and number of project directional signs located within the development shall be determined in conjunction with the issuance of the sign permit for the development. The Project Directory Signs may contain directional information about the location of individual businesses within the development, and such information may set forth the name of the business and use logos, service marks, or stylized letters that are identified with that business. Any Project

Directory Sign may contain the Developer's logo and/or name for the development.

- a. Vehicular Directory Signs. Vehicular Directory Signs shall not exceed ten (10) feet in height or twelve (12) feet in width with a maximum of eighty (80) square feet of sign area.
- b. Pedestrian Directory Signs. Pedestrian Directory Signs shall not exceed ten (10) square feet per sign face with a maximum of four sign faces per structure. If attached to a light pole, the sign must have at least an eight (8) foot clearance between the level of the grade or sidewalk and the bottom of the sign face support structure.
- iv. Center Identification Signs. Multi-tenant buildings, multi-attached buildings and free standing buildings as part of a mall in ~~Sub-District~~Parcel 2 may be allowed to advertise on center Identification signs. Such signs shall be a maximum of twenty-four (24) feet in height and contain a maximum of one hundred fifty (150) square feet of signage. Center identification signs may be allowed for individual users to identify their location off of internal streets or driveways with the approval of a sign permit. Such signs may include logos; located at least twenty (20) feet from the street right-of-way and ten (10) feet from the property line; and at not more than one per entrance.
- v. Monument Signs. Monument signs for free-standing buildings in Parcel 2 and Parcel 3 shall not exceed ~~twenty (20)~~ten (10) feet in height. Such signs may include logos; located at least ~~twenty (20)~~ten (10) feet from the street right-of-way and ten (10) feet from the property line; and at not more than one per street frontage.
- vi. Wall Signs – Big Box Retail Stores. Wall signs for big box retail stores may be erected on each exterior wall at a rate of three (3) square feet of sign area per one (1) lineal foot of exterior wall on a continuous plane, not to exceed ten percent (10%) of the wall area or one thousand (1,000) square feet, whichever is less. All signage constructed as wall signs may incorporate logos, service marks, and stylized letters that are identified with that business into the wall sign. Accent features of a wall sign may extend above the building fascia by no more than thirty percent (30%) of the overall height of the sign or ten (10) feet, whichever is less. No wall sign shall extend above the highest point of the building structure. Temporary advertising or promotional signage attached to exterior walls or windows shall be allowed only with an approved temporary sign permit issued under the Sign Regulations.
- vii. Wall Signs – Indoor Theaters. Wall signs for indoor theaters may be erected on each exterior wall, not to exceed a total of nine hundred (900) square feet for all wall signs.
- viii. Projecting Signs – Indoor Theaters. Projecting signs for indoor theaters may be erected on two of the exterior walls, not to exceed ninety (90) square feet per sign face.
- ix. Canopy Sign – Fuel Sales. Canopy signs for fuel sales may be erected on two sides of the canopy that covers the fuel island. The surface area of each such sign shall not exceed 25% of the surface area of the face of the side on which it is located.
- x. Incidental On-Site Directional Signs. Incidental On-Site Directional Signs, such as signs indicating exits, loading areas and parking areas, shall be

consistent in design and color, or incorporate aesthetic features compatible with the architecture of the building, and shall not exceed six (6) square feet of sign area per sign.

xi. Art Elements. Art elements shall be encouraged provided that said element does not consist primarily of text that identifies a particular tenant or store. Staff shall review all proposals and determine whether the proposal is in compliance prior to installation. Art elements shall not solely include logos, be recognizable as part of a corporate identity, identify or have a mental connection to any one use, person, product, or business. Location, scale, and design shall be approved by the City.

xii. Cart Corrals. Cart corrals shall be permanent fixtures and constructed with masonry, stone or block. No signage shall be located on the cart corrals.

SECTION 9. Repeal of Ordinances 948, 970, 1004, 1013 and 1038 as Previously Enacted.
Ordinances 948, 970, 1004, 1013 ~~and~~, 1038, 1237, and 1267 as previously enacted are hereby repealed.

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

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

PASSED AND APPROVED THIS 16th th DAY OF FEBRUARY 2016 _____.

CITY OF LA VISTA

ATTEST:

Rachel Carl, CMC
City Clerk

Douglas Kindig, Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMENDING ORDINANCES NO. 948, 970, 1004, 1013, 1038, 1237, AND 1267 AND THE ZONING DISTRICT MAP OF THE CITY OF LA VISTA, NEBRASKA; ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO REPEAL ORDINANCES NO. 948, 970, 1004, 1013, 1038, 1237, AND 1267 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

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

LEGAL DESCRIPTION

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

Section 2. The current PUD plan was approved by Ordinance No. 948 on December 21, 2004, and amended by Ordinance No. 970 on November 15, 2005, by Ordinance No. 1004 on September 5, 2006, by Ordinance No. 1013 on October 23, 2006, by Ordinance No. 1038 on June 19, 2007, and by Ordinance No. 1267 on February 16, 2016. The final PUD plan is hereby amended to provide for the development of a planned regional commercial center that will service not only the city, but also the surrounding market area. Such commercial center is characterized by a single major structure, along with both attached and free-standing retail, lodging, office, dining and entertainment establishments served by parking areas, and uniquely located on a tract of land that has an area of approximately 149.443 acres. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, development and build-out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying commercial zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

Section 3. Definitions

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

- A. "Anchor Store" shall mean a store containing not less than 35,000 square feet of gross leasable floor area that is part of, or attached to, the shopping center.
- B. "Big Box Retail Store" shall mean a store that is typically a one-story warehouse building with a height of 30 feet or more, simple and rectangular in construction, ranging in size from 75,000 to 260,000 square feet, and

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

- C. "Developer" shall mean Southport West Partners, LLC, SPW Partners LLC, Cabela's Retail INC, JQH La Vista CY Development LLC, JQH La Vista Conference, JQH La Vista III Development LLC, Marcus Southport LLC, Mutual Southport LLC, Heritage Westwood La Vista LLC, their successors and assigns, and the City of La Vista, Nebraska.
- D. "Enclosed Mall" shall mean the enclosed mall portion of the project, exclusive of Anchor Stores.
- E. "Free Standing Building" shall refer to any building or similar structure other than the Enclosed Mall that houses a single tenant or owner, each of whom conducts a separate business within that building or similar structure.
- F. "Gateway Corridor District" or "La Vista Gateway Corridor District" shall mean the City's overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district.
- G. "Hotel and Convention Center" shall mean a Hotel and Conference Center proposed to be constructed on Lot 1, Southport West Replat Two.
- H. "Landscaping Easement" shall mean that area adjacent to the street right-of-way providing for required street trees and landscape material.
- I. "Mixed Residential" shall mean a development consisting of a mix of types of housing options such as apartments, rowhouses, townhomes, and single-story homes. Typical building heights are 1-5 stories, depending on building type, with a walkable environment that provides connectivity to adjoining retail and services.
- J. "Multiple-attached Building" shall refer to any building or similar structure that houses more than a single tenant or owner, and in which numerous, discrete business activities are conducted.
- K. "Open Space" shall mean anything on the site except buildings, parking lot and vehicular circulation, generally pervious, but may include well landscaped pedestrian places, pools, pool decks and roof gardens.
- L. "Planned Unit Development Plan" shall mean a plan developed and approved that outlines certain provisions for the property and its uses. Such plan shall consist of the final plat, design guidelines, landscaping, etc.

- M. "Plat" or "the Plat," shall mean the final plat approved by the City Council or an administrative plat approved by staff.
- N. "Southport West Design Guidelines" shall mean the specific guidelines jointly developed, agreed to and amended by Developer and City for the Subdivision for the purpose, among others, of creating cohesiveness and ensure quality of materials, aesthetics and maintenance upon which all tenants and owners can rely and to ensure view continuity and creation of a sense of place through the use of common elements of site and architecture, a copy of which is attached to this Agreement as Exhibit "C" hereto.
- O. "Subdivision" shall mean the 149.443 acres of land described in Exhibit "A" hereto, to be known as "Southport West Subdivision."

Section 4. **Parcel Identification Map**

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

Section 5. **Conceptual Site Plan**

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

Section 6. **Allowed Uses**

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

- A. The following uses shall be prohibited:
 - i. More than two fast food establishments with drive-thrus.
 - ii. More than one convenience store with limited fuel sales.
 - iii. Automobile/motor vehicle sales.
 - iv. Uses listed as exempt from property taxes under Neb. RS 77-202.
- B. The following uses shall be permitted only as an accessory use to an Anchor Store or a Big Box Retail Store:
 - i. Automotive repair or service.
 - ii. Fuel sales (passenger vehicles).
 - iii. Horse and pet storage, except for overnight stay.

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

- A. The following additional uses shall be allowed:

- i. Mixed residential
- B. The following uses shall be prohibited:
 - i. Fast food establishments with drive-thrus.
 - ii. Convenience store with limited fuel sales.
 - iii. Automobile/motor vehicle sales.
 - iv. Uses listed as exempt from property taxes under Neb. RS 77-202.

Section 7. Building Design Guidelines and Criteria

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

Section 8. Conditions

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

A. General Conditions

The Parcel Identification Map and Conceptual Site Plan incorporate commercial uses (office and retail) on Parcel 2, with a mixed residential use on Parcel 3.

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

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

B. Land Use Design Criteria

Unless provided otherwise in this PUD Plan, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate commercial zoning district shall apply to any development within Parcels 1, 2, and 3. The negative elements of such uses as loading docks, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by the general public through the use of architectural features or earth berming and landscaping.

- i. Parcel 1. The intent of the design and layout of Parcel 1 (Lots 1-3 Southport West Replat Three) is to develop a hotel(s) and conference center.
 - a. Building Height. Within these lots, permitted building heights will be a maximum of one hundred (100) feet above the average finished grade of the ground at the perimeter of the building or as allowed by the Federal Aviation Administration (FAA).
 - b. Building Setback. No part of any building under eight (8) stories in height shall be erected within sixty (60) feet of the perimeter property line. No part of any building over eight (8) stories in height shall be erected within one hundred twenty-five (125) feet of the perimeter property line. The building setback from an internal lot line may be zero (0) feet if approved by the City as part of a PUD Plan.
 - c. Open Space/Buffer. The minimum required open space in this Parcel shall be equal to at least twenty-five percent (25%) of the gross area of the lot. Parking areas, except for driveways shall be effectively screened from general public view by incorporating the natural landscape and topography with the introduction of permanent earth berming of no less than two and one half (2 1/2) feet above the top of curb of the adjacent public street. In any case, all parking areas shall include landscape areas, islands, screens, etc., equal to not less than ten percent (10%) of the total paved area. Such landscaped areas may be included as part of the 25% total open space. Landscaped islands within the parking area shall have ground cover of sodded grass, shrubs or other acceptable living plant material, unless the City specifically approves an alternate ground cover as part of the site plan review.
 - d. Landscaping. Landscaping will include the integration of recommended overstory and understory trees, shrubs and grasses (Exhibits "C" and "D") throughout. Two (2) trees and five (5) shrubs or ten (10) clump ornamental grasses per one thousand (1,000) square feet of required open space. Twenty percent (20%) of all required trees shall be

a minimum of 3-3 ½ inch caliper. Eighty percent (80%) of all required trees shall be a minimum of 2-2 ½ inch caliper. The minimum height of coniferous trees shall be six (6) feet and may be counted as 2-2 ½ inch caliper. Required shrubs and ornamental grasses shall be a minimum of 18-24" in height. These are minimum requirements. Landscaping along Westport Parkway and throughout parking lots shall be consistent with Exhibit "C". A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the vision of Southport West Development and its approved guidelines.

- e. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.
- ii. Parcel 2. The intent of the design and layout of Parcel 2 (Lots 1-3, Southport West Replat One; Lot 2, Southport West Replat Four; Lots 2-5, Southport West Replat 5; Lots 1-2, Southport West Replat 6; Lots 1-3 and Outlot A Southport West Replat 8; Lots 1-4 and Outlot A Southport West Replat 9 and Lots 1, 3-4 Southport West Replat 10) is to develop retail, office, entertainment uses, and/or individual businesses.
 - a) Building Height. Within these lots, permitted building heights will be a maximum of ninety (90) feet above the average finished grade of the ground at the perimeter of the building or as allowed by the FAA.
 - b) Building Setback. Building setbacks shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a Final PUD Plan.
 - c) Open Space/Buffer. The minimum required open space for each lot in this Parcel shall be equal to at least twenty-five percent (25%) of the gross area of the lot. Parking areas, except for driveways shall be effectively screened from general public view by incorporating rhythm through a combination of the natural landscape and topography with the introduction of permanent earth berthing of no less than two and one half (2 ½) feet above the top of curb of the adjacent public street. In any case, all parking areas shall include landscape areas, islands, screens, etc., equal to not less than ten percent (10%) of the total paved area. Such landscaped areas may be included as part of the 25% total open space. Landscaped islands within the parking area shall have ground cover of sodded grass, shrubs or other acceptable living plant material, unless the City specifically approves an alternate ground cover as part of the site plan review.

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

iii. Parcel 3. The intent of the design and layout of Parcel 3 (Lot 2 Southport West Replat 10) is to develop as a Mixed Residential development with a mix of townhomes, condominiums, or multiple-family residential uses.

- a) Building Height. Within these lots, permitted building heights will be a maximum of seventy (70) feet above the average finished grade of the ground at the perimeter of the building or as allowed by the FAA.
- b) Building Setback. Building setbacks shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a Final PUD Plan.
- c) Open Space/Buffer. The minimum required open space for each lot in this Parcel shall be equal to at least twenty-five percent (25%) of the gross area of the lot. Parking areas, except for driveways shall be effectively screened from general public view by incorporating rhythm through a combination of the natural landscape and topography with the introduction of permanent earth berming of no less than two and one half (2 ½) feet above the top of curb of the adjacent public street. In any case, all parking areas shall include landscape areas, islands, screens, etc., equal to not less than ten percent (10%) of the total paved area. Such

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

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

C. Commercial, Office, Residential, and Mixed Use Site Design Guidelines

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

D. Access and Off-Street Parking

- i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the

required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.

ii. Off-Street Parking. Parking on lots in Parcels 1 and 2 should be provided based on the aggregate ratio of four and a half (4.5) off-street parking spaces per one thousand (1,000) square feet of gross leasable floor area of improvements constructed on each lot, unless off-site/public parking is utilized with approval of the city. Parking in lots in Parcel 3 should be provided based on Section 7.06 of the La Vista Zoning Ordinance - Schedule of Minimum Off-Street Parking Requirements.

a. Landscaping.

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

(7) Off-street loading areas shall not interfere with or impede the circulation or flow of traffic.

E. Signage

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

This Ordinance recognizes that because of the size and scope of the project, and because access will be obtained to the development via large public arterial streets, the project has an extraordinary need for flexibility in the signage regulations applicable thereto. See Exhibits "E-1" and "E-2" for proposed site signage and example locations.

- i. Subdivision Signs. Two subdivision signs not to exceed fifty (50) square feet and fifteen (15) feet in height shall be allowed at each of the three (3) main entrances. Architectural elements of such signs shall not exceed maximum height for structures in the respected zoning district. The usage of such signs shall be limited to identification of the development itself. Such signs shall be setback a minimum of twenty (20) feet from the property line.
- ii. Identification Sign. One electronic message sign of no greater than thirty-five (35) feet in height may be allowed along the Interstate for City, conference and/or subdivision information, including events and business identification. Such sign shall be setback a minimum of twenty (20) feet from the property line and located upon a dedicated easement. Such sign shall not be of such intensity as to adversely affect adjacent properties or vehicular traffic.
- iii. Project Directory Signs. Project Directory Signs shall be allowed on the internal roadways, access roads, traffic lanes, walkways, sidewalks, access ways and trails of the subdivision to help facilitate movement through and around the development. The sign area, setback, and number of project directional signs located within the development shall be determined in conjunction with the issuance of the sign permit for the development. The Project Directory Signs may contain directional information about the location of individual businesses within the development, and such information may set forth the name of the business and use logos, service marks, or stylized letters that are identified with that business. Any Project Directory Sign may contain the Developer's logo and/or name for the development.
 - a. Vehicular Directory Signs. Vehicular Directory Signs shall not exceed ten (10) feet in height or twelve (12) feet in width with a maximum of eighty (80) square feet of sign area.
 - b. Pedestrian Directory Signs. Pedestrian Directory Signs shall not exceed ten (10) square feet per sign face with a

maximum of four sign faces per structure. If attached to a light pole, the sign must have at least an eight (8) foot clearance between the level of the grade or sidewalk and the bottom of the sign face support structure.

- iv. Center Identification Signs. Multi-tenant buildings, multi-attached buildings and free standing buildings as part of a mall in Parcel 2 may be allowed to advertise on center Identification signs. Such signs shall be a maximum of twenty-four (24) feet in height and contain a maximum of one hundred fifty (150) square feet of signage. Center identification signs may be allowed for individual users to identify their location off of internal streets or driveways with the approval of a sign permit. Such signs may include logos; located at least twenty (20) feet from the street right-of-way and ten (10) feet from the property line; and at not more than one per entrance.
- v. Monument Signs. Monument signs for free-standing buildings in Parcel 2 and Parcel 3 shall not exceed ten (10) feet in height. Such signs may include logos; located at least ten (10) feet from the street right-of-way and ten (10) feet from the property line; and at not more than one per street frontage.
- vi. Wall Signs – Big Box Retail Stores. Wall signs for big box retail stores may be erected on each exterior wall at a rate of three (3) square feet of sign area per one (1) lineal foot of exterior wall on a continuous plane, not to exceed ten percent (10%) of the wall area or one thousand (1,000) square feet, whichever is less. All signage constructed as wall signs may incorporate logos, service marks, and stylized letters that are identified with that business into the wall sign. Accent features of a wall sign may extend above the building fascia by no more than thirty percent (30%) of the overall height of the sign or ten (10) feet, whichever is less. No wall sign shall extend above the highest point of the building structure. Temporary advertising or promotional signage attached to exterior walls or windows shall be allowed only with an approved temporary sign permit issued under the Sign Regulations.
- vii. Wall Signs – Indoor Theaters. Wall signs for indoor theaters may be erected on each exterior wall, not to exceed a total of nine hundred (900) square feet for all wall signs.
- viii. Projecting Signs – Indoor Theaters. Projecting signs for indoor theaters may be erected on two of the exterior walls, not to exceed ninety (90) square feet per sign face.
- ix. Canopy Sign – Fuel Sales. Canopy signs for fuel sales may be erected on two sides of the canopy that covers the fuel island. The surface area of each such sign shall not exceed 25% of the surface area of the face of the side on which it is located.
- x. Incidental On-Site Directional Signs. Incidental On-Site Directional Signs, such as signs indicating exits, loading areas and parking areas, shall be consistent in design and color, or incorporate aesthetic features compatible with the architecture of the building, and shall not exceed six (6) square feet of sign area per sign.

Ordinance No.

- xi. Art Elements. Art elements shall be encouraged provided that said element does not consist primarily of text that identifies a particular tenant or store. Staff shall review all proposals and determine whether the proposal is in compliance prior to installation. Art elements shall not solely include logos, be recognizable as part of a corporate identity, identify or have a mental connection to any one use, person, product, or business. Location, scale, and design shall be approved by the City.
- xii. Cart Corrals. Cart corrals shall be permanent fixtures and constructed with masonry, stone or block. No signage shall be located on the cart corrals.

SECTION 9. Repeal of Ordinances 948, 970, 1004, 1013 and 1038 as Previously Enacted. Ordinances 948, 970, 1004, 1013, 1038, 1237, and 1267 as previously enacted are hereby repealed.

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

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

PASSED AND APPROVED THIS ____TH DAY OF _____.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 20, 2026 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR PUD SITE PLAN AMENDMENT AND PRELIMINARY PLAT LOTS 1-3 SOUTHPORT WEST	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and resolutions prepared to approve a PUD Site Plan Amendment and a Preliminary Plat for Southport West Replat 10, to allow for commercial and residential development as part of a horizontally integrated mixed-use development with shared parking.

FISCAL IMPACT

None.

RECOMMENDATION

Approval of the PUD Site Plan Amendment and Preliminary Plat for a mixed-use development contingent upon the approval of the Final Plat and Subdivision Agreement, and the satisfactory resolution of the issues stated within the staff report.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by Southport West 32 LLC for a PUD Site Plan Amendment, Southport West Replat 10, to allow for commercial and residential development as part of a horizontally integrated mixed-use development with shared parking on approximately 32.15 acres currently platted as Lots 1-3 Southport West. The site is located northwest of the intersection of West Giles Road and Westport Parkway, west of Cabela's.

The first development within the PUD Site Plan will be the construction of an indoor recreation facility on proposed Lot 1, Southport West Replat 10. This will be followed by the mixed-residential development on Lot 2. A requirement will be added to the Subdivision Agreement for Southport West Replat 10 that requires the issuance of a building permit for the development on Lot 1, Southport West Replat 10, prior to the issuance of a building permit for development on Lot 2, Southport West Replat 10.

The proposed PUD Site Plan depicts potential developments on Lots 3 and 4 of Southport West Replat 10. These are entirely conceptual in nature. When a development moves forward on these lots, a PUD Site Plan Amendment will likely be required at that time to match the proposed development to the existing PUD Site Plan.

The Final Plat for Southport West Replat 10, and related subdivision agreement, will be presented to the City Council at a later date.

The original PUD Site Plan for this property was approved on December 21, 2004. The property lies within the Gateway Corridor Overlay District as well as Southport West and is subject to the building design review process. Design review must be completed prior to the issuance of a building permit, along with completion of any other specified requirements and conditions.

A detailed staff report is attached.

The Planning Commission held a public hearing on January 8, 2026, and voted 6-0 to recommend approval of the PUD Site Plan Amendment for a commercial development contingent upon the approval of the PUD Ordinance amendment, and the satisfactory resolution of the issues stated within the staff report prior to City Council approval, as the PUD Site Plan Amendment request is consistent with the Comprehensive Plan and the Zoning Ordinance.

At the same meeting, the Planning Commission also voted 6-0 to recommend approval of the Preliminary Plat contingent upon the approval of the PUD Ordinance amendment, and the satisfactory resolution of the issues stated within the staff report prior to City Council approval, as the Preliminary Plat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A PLANNED UNIT DEVELOPMENT (PUD) SITE PLAN AMENDMENT FOR LOTS 1-3, SOUTHPORT WEST, LOCATED IN THE SW 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above-described property have applied for approval of a PUD Site Plan Amendment for Lots 1-3 Southport West; and

WHEREAS, the Deputy Community Development Director and the City Engineer have reviewed the PUD Site Plan Amendment; and

WHEREAS, the La Vista Planning Commission held a public hearing on January 8, 2026, and voted unanimously to recommend approval of the PUD Site Plan Amendment; and

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

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

PASSED AND APPROVED THIS 20TH DAY OF JANUARY 2026.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Rachel D. Carl, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE PRELIMINARY PLAT FOR LOTS 1-3 SOUTHPORT WEST, TO BE REPLATTED AS LOTS 1 THRU 4 AND OUTLOT A SOUTHPORT WEST REPLAT 10, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, 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 preliminary plat that includes the replat of Lots 1-3 Southport West, to be replatted as Lots 1 thru 4 and Outlot A Southport West Replat 10; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on January 8, 2026, the La Vista Planning Commission held a meeting and reviewed the preliminary and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the preliminary plat for Lots 1-3 Southport West, to be replatted as Lots 1 thru 4 and Outlot A Southport West Replat 10, a subdivision located in the Southwest quarter of Section 18, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located Northwest of the intersection of Westport Parkway and West Giles Road, be, and hereby is, approved, subject to adoption and execution of the corresponding Final Plat and Subdivision Agreement presented at a future Council meeting.

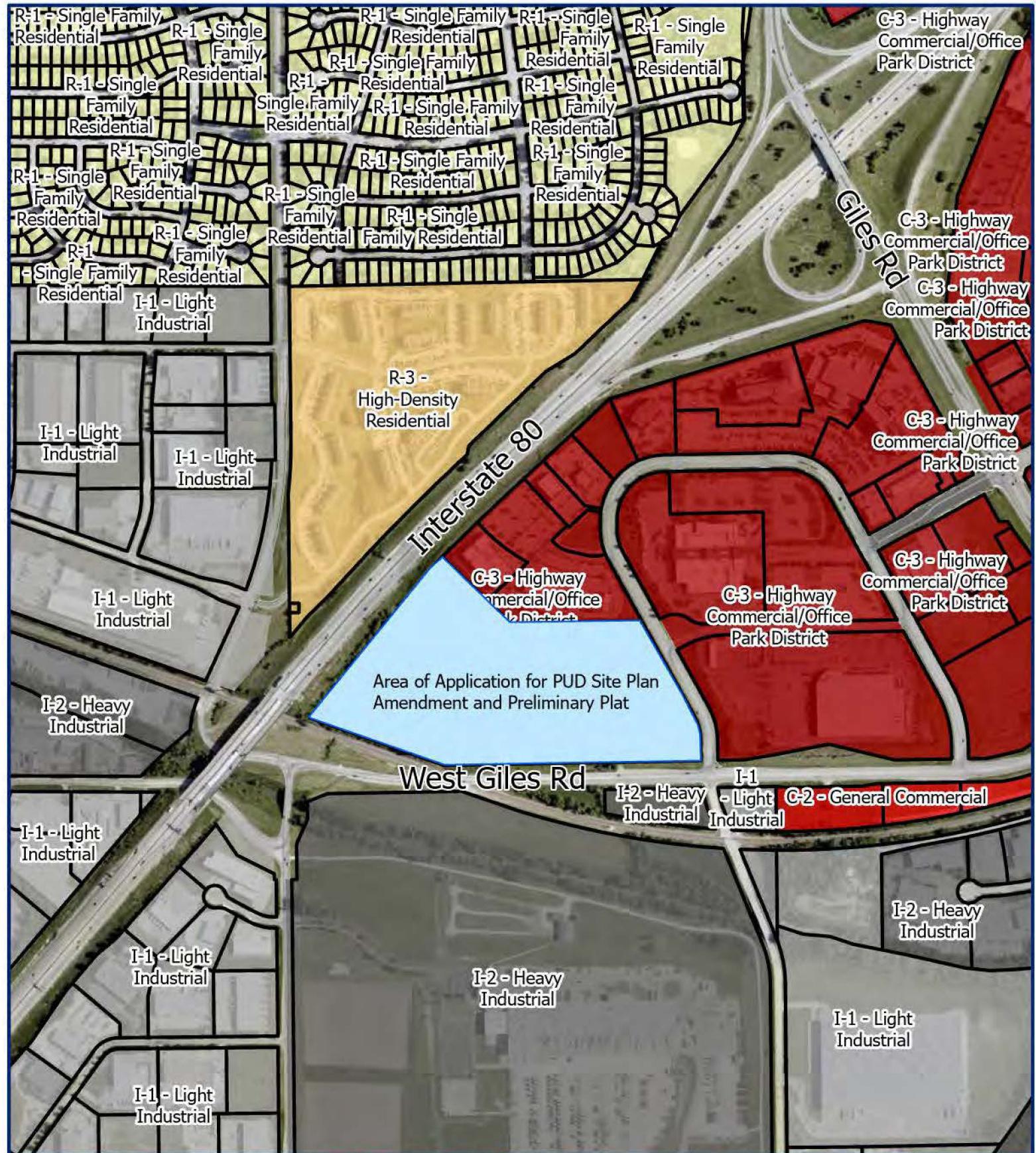
PASSED AND APPROVED THIS 20TH DAY OF JANUARY 2026.

CITY OF LA VISTA

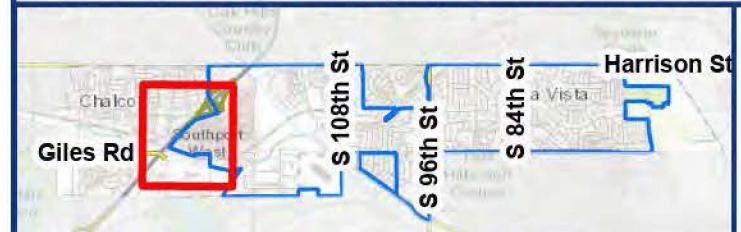
ATTEST:

Douglas Kindig, Mayor

Rachel D. Carl, CMC
City Clerk



PUD Site Plan Amend. and Prelim. Plat - Southport West Replat 10



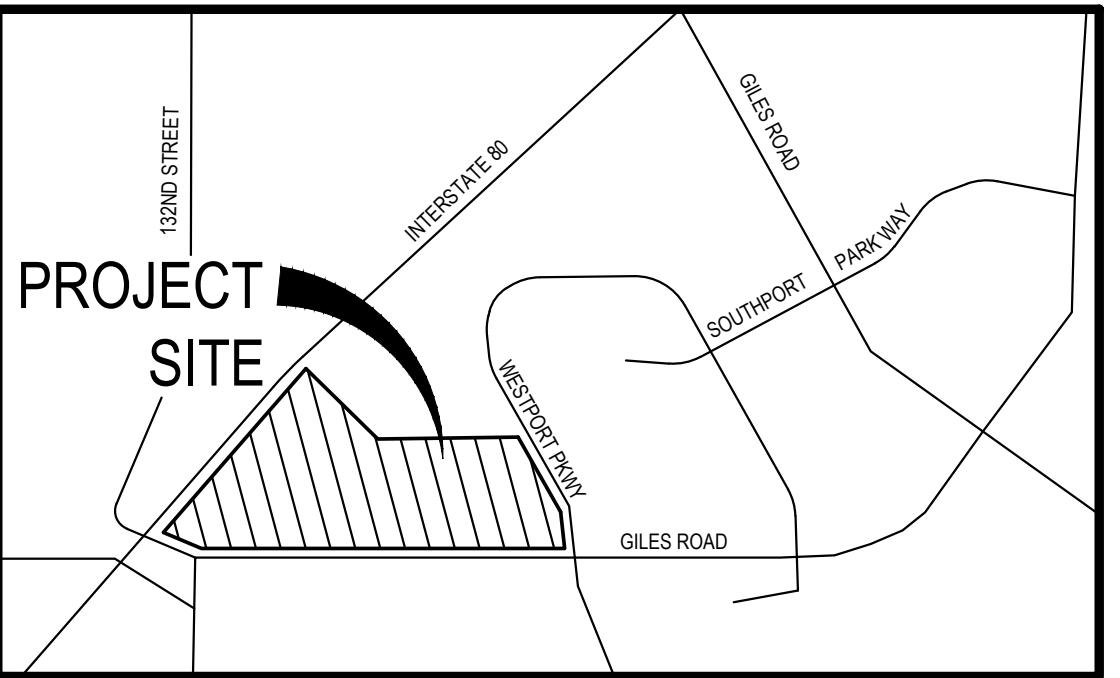
Legend

Property Lines

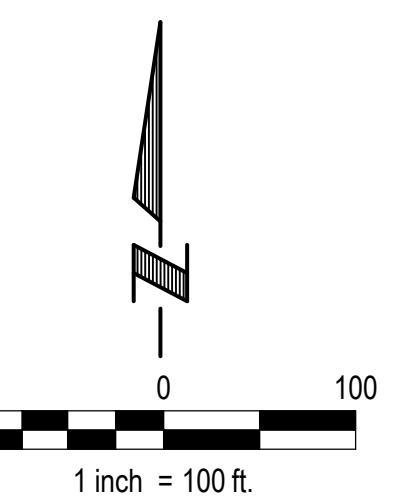


Site Statistics Table								
Lot No.	Lot Size		Building Coverage	Floor Area / F.A.R.	Paving Coverage	Impervious Coverage	Open Space	Building Height
	S.F.	Acres						
1	172,603	3.962	41,500 S.F. (24.0%)	41,500 S.F. (0.24)	62,781 S.F. (36.4%)	104,281 S.F. (60.4%)	68,276 S.F. (39.6%)	INDOOR RECREATION = 35'-0"
2	316,642	7.269	78,205 S.F. (24.7%)	269,320 S.F. (0.85)	106,351 S.F. (33.6%)	184,556 S.F. (58.3%)	113,852 S.F. (36.0%)	MULTI-FAMILY = 60'-6" TOWNHOME = 32'-8"
3	522,008	11.984	28,000 S.F. (5.36%)	28,000 S.F. (0.05)	196,250 S.F. (37.6%)	224,250 S.F. (43.0%)	215,870 S.F. (41.3%)	GOLF & INDOOR ACTIVITY = 56'-0"
4	240,126	5.513	31,300 S.F. (13.0%)	31,300 S.F. (0.13)	114,947 S.F. (47.9%)	146,247 S.F. (60.9%)	70,050 S.F. (29.2%)	BREWERY = 32'-8" RESTAURANT = 33'-0"
TOTAL	1,051,370	30.730						

PARKING STATISTICS TABLE						
LOT NO.	BUILDING TYPE	BUILDING SIZE	REQUIRED PARKING	PROVIDED PARKING	PARKING RATIO	ADA STALLS PROVIDED
1	INDOOR RECREATION	41,500 S.F.	187 STALLS	170 STALLS	4.1 STALLS / 1,000 S.F.	6 STALLS
2	MULTI FAMILY = (96) 1 BD, (40) 2 BD & (16) 3 BD TOWNHOMES = (40) 3 BD	152 UNITS 40 UNITS	224 STALLS 76 STALLS	116 SURFACE + 128 GARAGE = 244 STALLS 85 SURFACE + 80 GARAGE = 165 STALLS	1.6 STALLS / UNIT 2.2 STALLS / UNIT	10 STALLS
3	GOLF & INDOOR ACTIVITY CENTER	28,000 S.F.	127 STALLS	244 STALLS	8.7 STALLS / 1,000 S.F.	7 STALLS
4	BREWERY/ DOG PARK/ RESTAURANT	31,300 S.F.	141 STALLS	271 STALLS	8.8 STALLS / 1,000 S.F.	7 STALLS
TOTAL			755 STALLS	1,094 STALLS		



VICINITY MAP

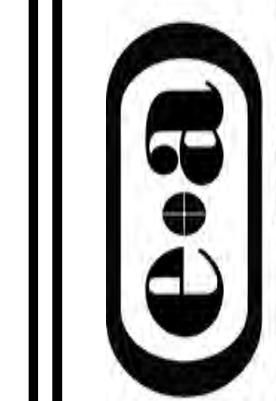


E & A CONSULTING GROUP, INC.

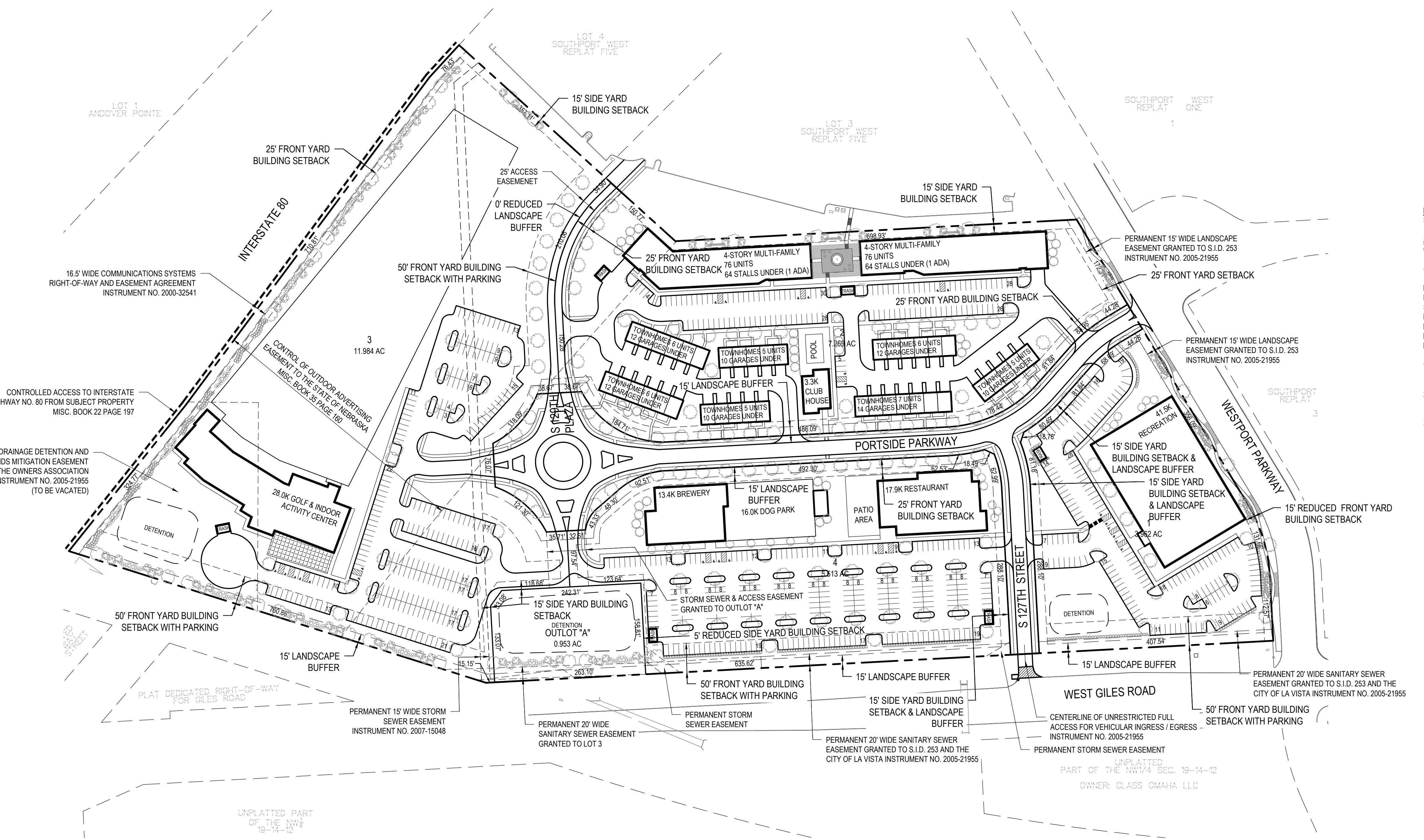
Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599

State of NE Certificate of Authorization #CA0008
www.eacg.com



SOUTHPORT WEST REPLAT 10 AVISTA, NEBRASKA



PLANNED UNIT DEVELOPMENT SITE PLAN

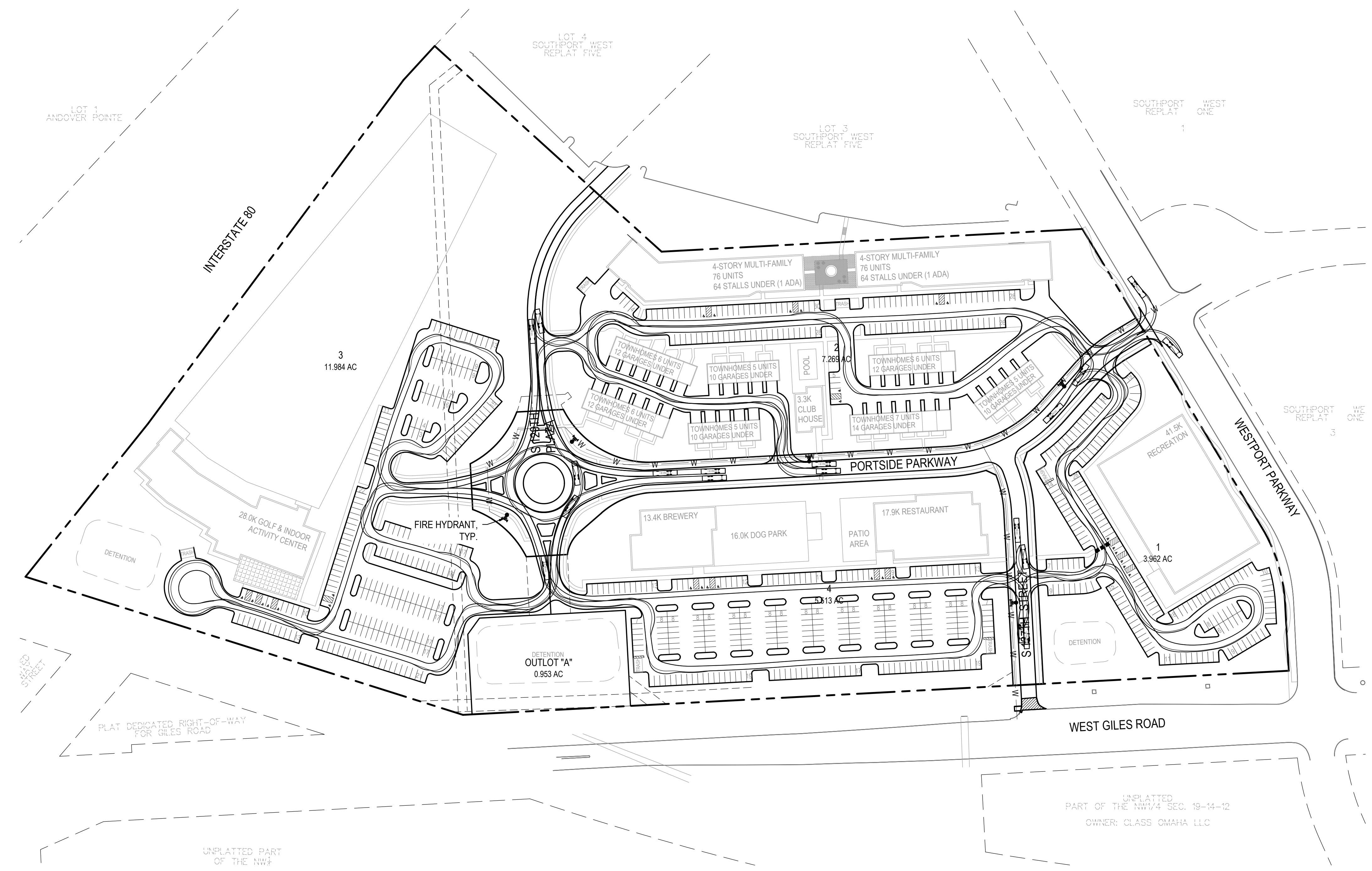
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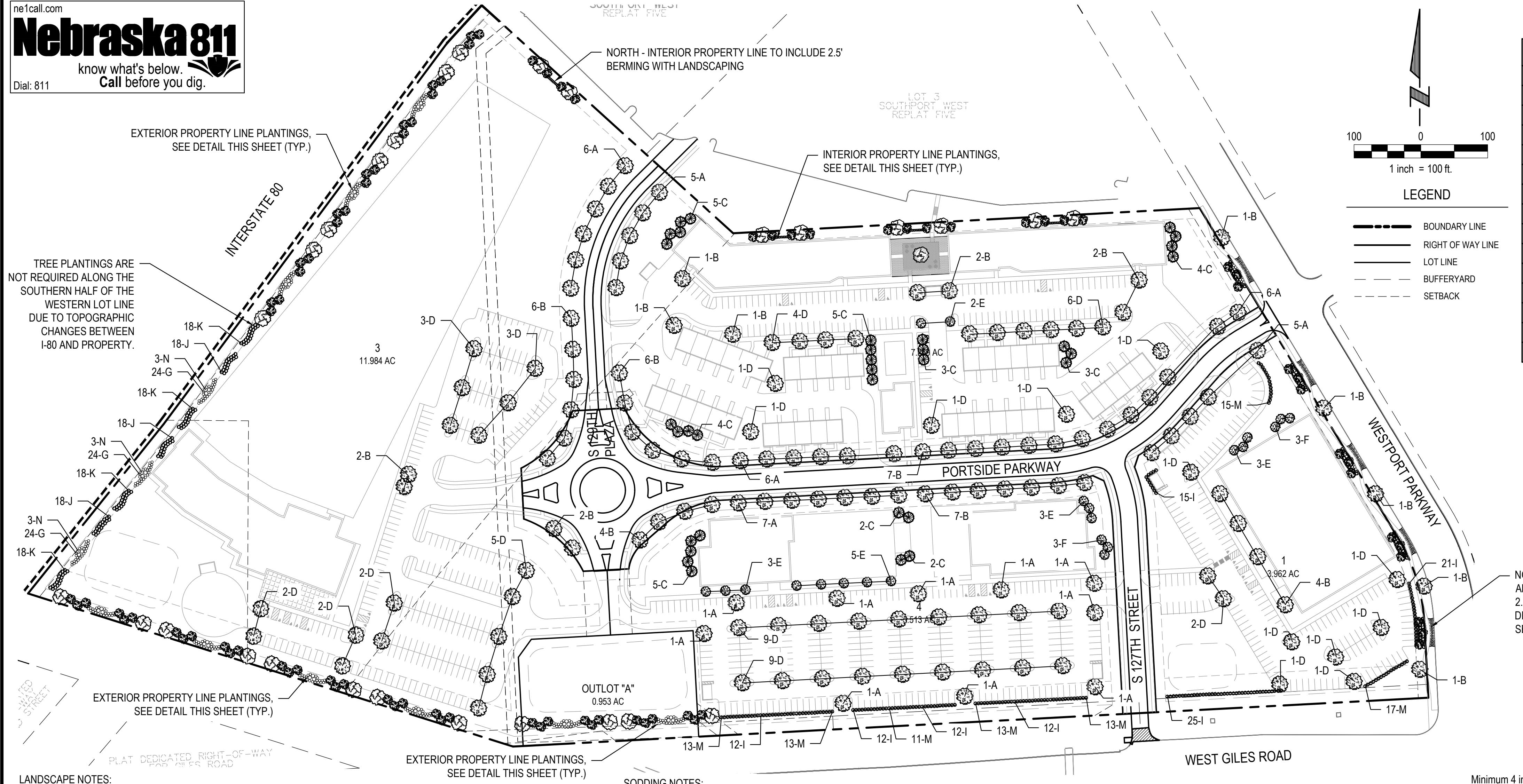
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TING GROUP, INC.

● Environmental & Field Services

Sheet: 1 of 3





LANDSCAPE NOTES:

- Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
- All plant material shall be of good quality and sizes shall meet required size specifications.
- All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
- All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
- Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
- The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
- Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed. Rock is not an acceptable substitution.
- All trees are to be staked for a period of not less than one year from time of planting.
- Contractor to coordinate work with other amenities contractors.

IRRIGATION NOTES:

- Irrigation bid to include meter pit and city utility fees.
- Irrigate all sodded areas.
- Irrigation controller to be mounted in a steel utility box with hasp for pad lock.
- Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
- Irrigation contractor responsible to winterize system one time.
- Irrigation contractor to furnish as built drawing of the system and catalogue cuts of the installed equipment prior to final payment.
- Irrigation contractor to provide owner and engineer an irrigation plan shop drawing and equipment catalog cuts for approval prior to installation.
- Contractor to coordinate work with other amenities contractors.

SEEDING NOTES:

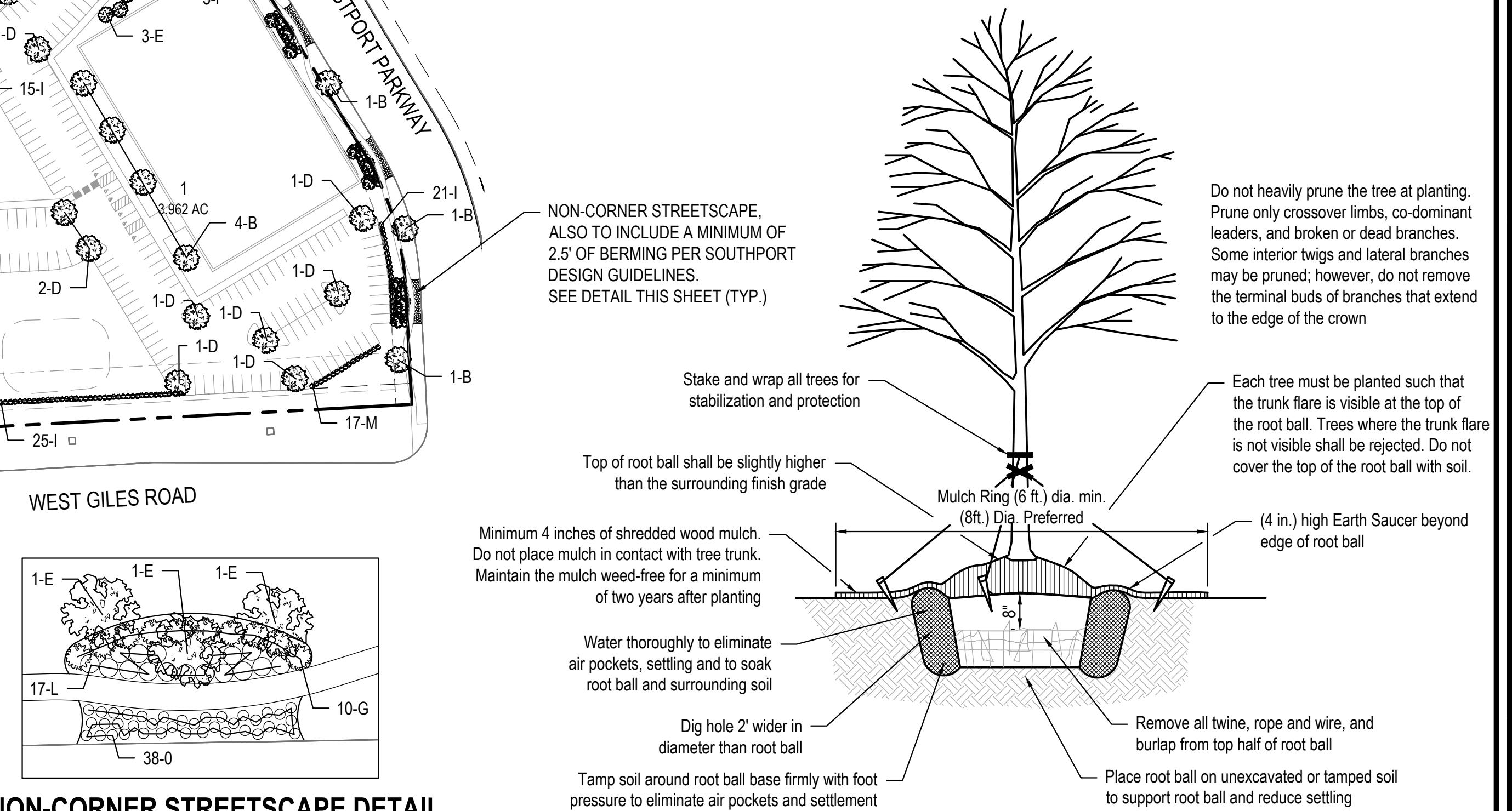
- Seeding shall be Superturf II no rye (sod grower) lateral spread tall fescue kentucky bluegrass mixture from United Seeds, Inc. Planting method and seeding rate shall be 10 lbs per 1,000 sq ft. Seeding dates: March-June, dormant seeding: December-March.
- Matting shall be installed over all seeding areas (S75 - NAG Single Net Straw Matting OR EQUIVALENT).
- Contractor to coordinate work with other amenities contractors.

PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	72	Gleditsia triacanthos 'Shademaster'	Shademaster Honeylocust	3"	B&B
B	51	Acer rubrum 'Franksred'	Red Sunset Maple	3"	B&B
C	33	Picea pungens 'Glauca'	Colorado Blue Spruce	7'-8'	B&B
D	59	Crataegus crus-galli 'inermis'	Thornless Cockspur Hawthorn	2 1/2"	B&B
E	47	Cercis canadensis	Eastern Redbud	2 1/2"	B&B
F	63	Amelanchier canadensis	Serviceberry	2 1/2"	B&B
G	338	Taxus x media 'Densiformis'	Dense Yew	5 Gal.	Cont.
H	44	Philadelphus 'Dwarf Snowflake'	Miniature Snowflake Mockorange	5 Gal.	Cont.
I	109	Juniperus chinensis 'Seagreen'	Seagreen Juniper	5 Gal.	Cont.
J	54	Viburnum trilobum	American Cranberrybush	5 Gal.	Cont.
K	72	Viburnum plicatum	Doublefile Viburnum	5 Gal.	Cont.
L	85	Spiraea albiflora	Japanese White Spirea	5 Gal.	Cont.
M	95	Rosa 'Knockout'	Knockout Rose	5 Gal.	Cont.
N	33	Rosa 'Nearly Wild'	Nearly Wild Rose	5 Gal.	Cont.
O	190	Hemerocallis 'Eenie Weenie'	Eenie Weenie Daylily	1 Gal.	Cont.

NOTES:

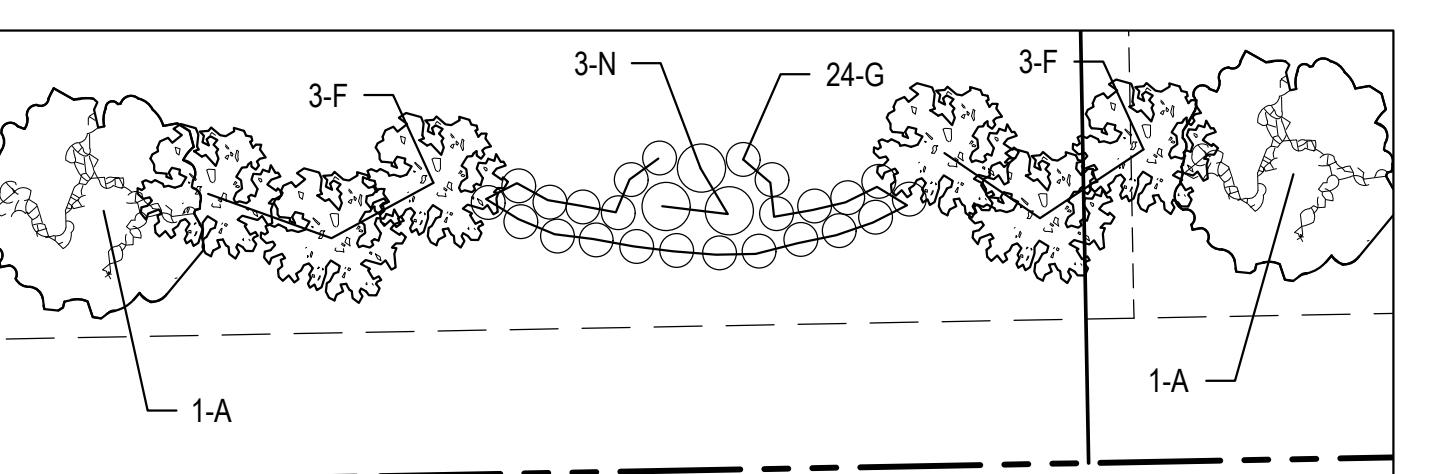
- Landscape contractor shall coordinate with all utilities and general contractor to field verify all utility locations that may conflict with all proposed tree planting locations on the project site.
- All other internal landscaping & detailed plans to be completed with each lot's building permit or design review.



NON-CORNER STREETSCAPE DETAIL

(PER SOUTHPORT DESIGN GUIDELINES - APPENDIX C)
SCALE: 1" = 20'

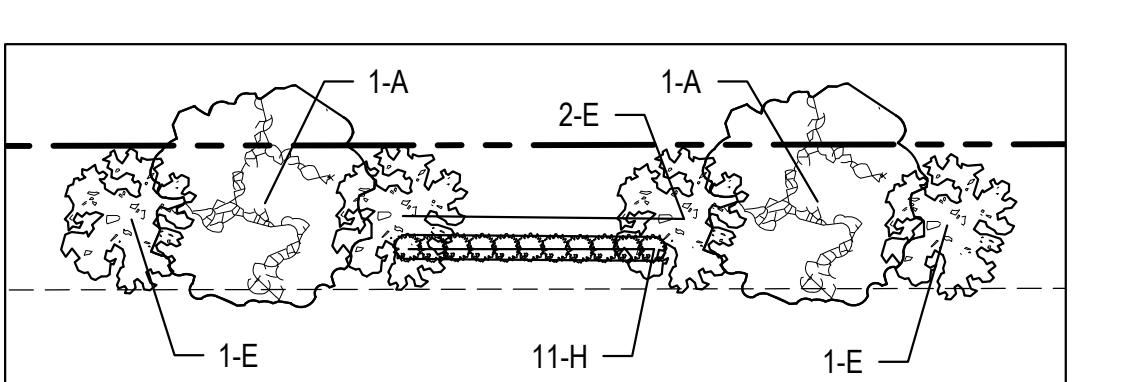
NOTE: TO INCLUDE A MINIMUM OF 2.5' OF BERMING
PER SOUTHPORT DESIGN GUIDELINES.



EXTERIOR PROPERTY LINE PLANTINGS

(PER SOUTHPORT DESIGN GUIDELINES - APPENDIX D)

SCALE: 1" = 20'
NOTE: TO INCLUDE A MINIMUM OF 2.5' OF BERMING
PER SOUTHPORT DESIGN GUIDELINES.



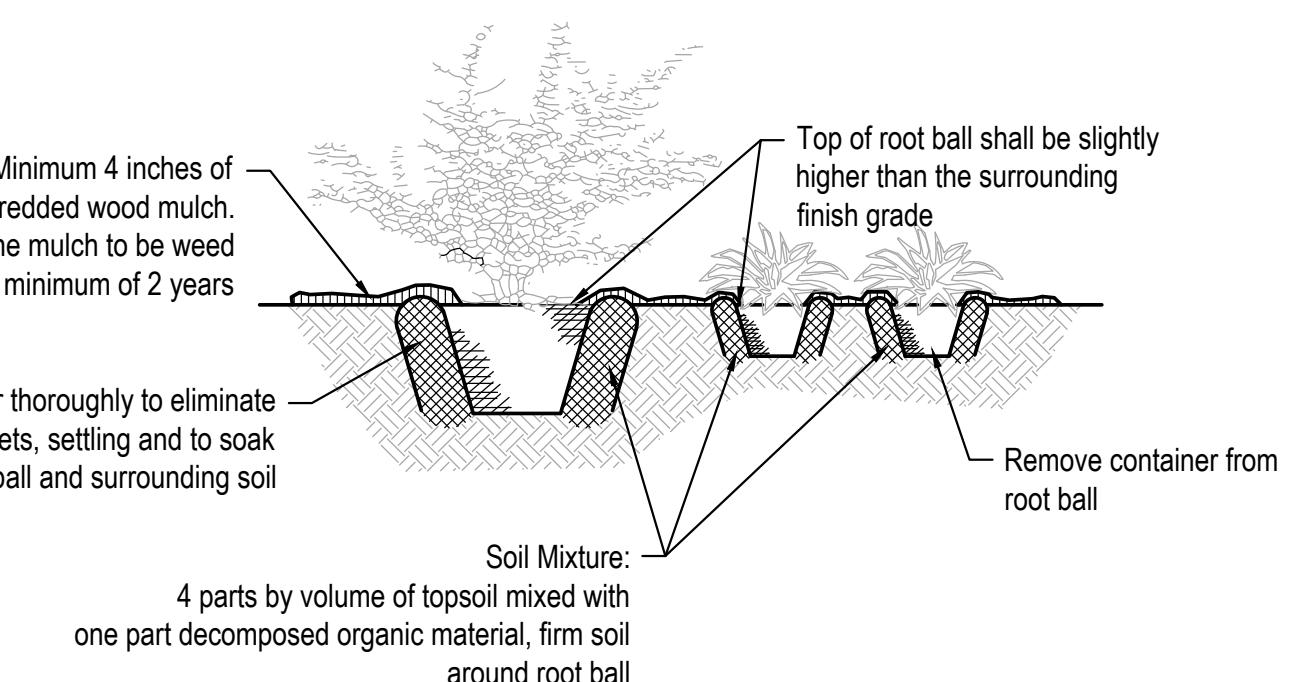
INTERIOR PROPERTY LINE PLANTINGS

(PER SOUTHPORT DESIGN GUIDELINES - APPENDIX E)

SCALE: 1" = 20'

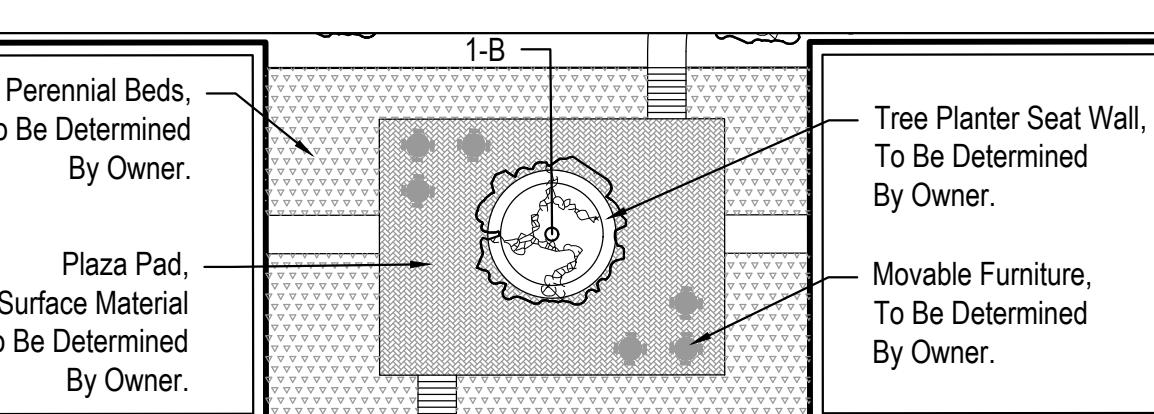
TREE PLANTING DETAIL - B & B TREE

NOT TO SCALE



SHRUB & PERENNIAL PLANTING DETAIL

NOT TO SCALE

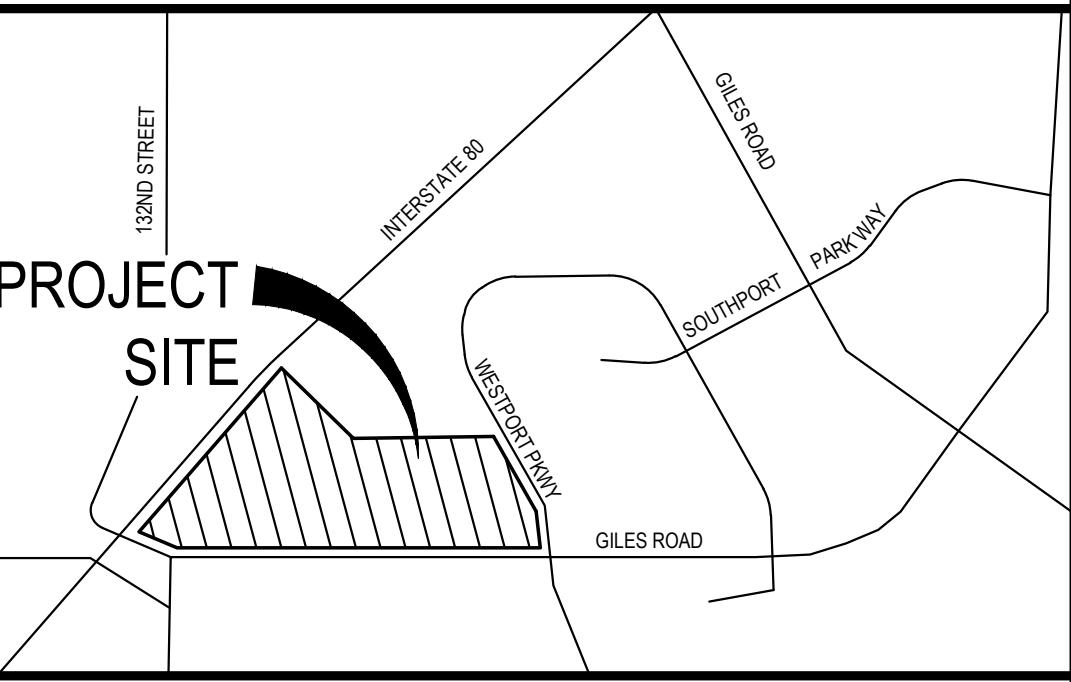
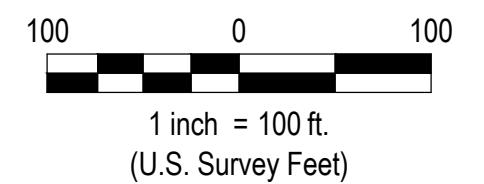


PLAZA DETAIL

SCALE: 1" = 30'

SOUTHPORT WEST REPLAT 10

LOTS 1 THRU 4 AND OUTLOT "A"
A TRACT OF LAND BEING A REPLATTING OF LOTS 1 THRU 3 SOUTHPORT WEST, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



VICINITY MAP

LEGEND

BASIS OF BEARING:	DOUGLAS COUNTY LOW DISTORTION PROJECTION
—	BOUNDARY LINE
—	RIGHT OF WAY LINE
—	LOT LINE
- - -	EASEMENTS
- - -	ADJACENT PROPERTY LINE
—	SETBACK LINE
—	EXIST. BUILDING
- - -	EXIST. MAJOR CONTOURS
- - -	EXIST. MINOR CONTOURS
— X —	FENCE LINE
— W —	WATER LINE
— OHP —	POWER LINE (OVERHEAD)
— SS —	SANITARY SEWER LINE
— ST —	STORM SEWER LINE

C-3 ZONING SETBACK TABLE	
FRONT YARD	25'
SIDE YARD	15'
STREET SIDE YARD	15'
REAR YARD	15'

CENTERLINE CURVE TABLE	
CURVE	RADIUS
1	250.00'
2	250.00'
3	225.00'
4	240.126

LOT AREAS	
LOT NO.	SQ. FOOTAGE
1	172,603
2	316,642
3	522,008
4	240,126

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART SW1/4 AND SE1/4 OF THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS 1,400,384.47 SQUARE FEET OR 32.148 ACRES, MORE OR LESS.

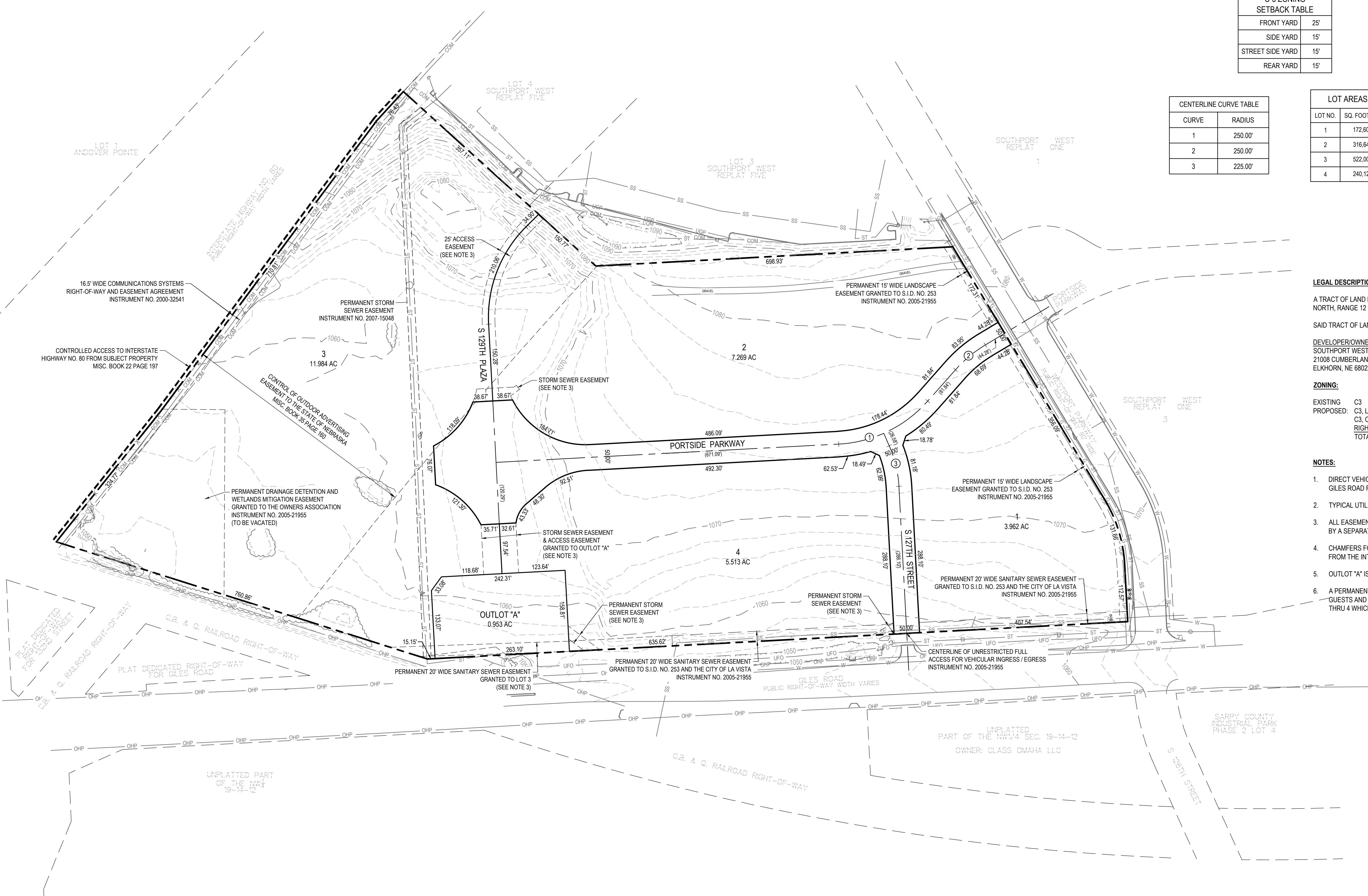
DEVELOPER/OWNER
SOUTHPORT WEST 32 LLC
21008 CUMBERLAND DR STE 106,
ELKHORN, NE 68022

ZONING:

EXISTING C3
PROPOSED: C3, LOTS 1 THRU 4
C3, OUTLOT "A"
RIGHT-OF-WAY
TOTAL 28.261 AC
0.953 AC
2.935 AC
32.149 AC

NOTES:

1. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO INTERSTATE HIGHWAY NO. 80 FROM LOT 3, GILES ROAD FROM LOTS 1, 3 & 4, OR TO WESTPORT PARKWAY FROM LOTS 1 & 2.
2. TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.
3. ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
4. CHAMFERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12.5') RADII FROM THE INTERSECTION OF RIGHT-OF-WAY LINES.
5. OUTLOT "A" IS FOR A PCSMP. OUTLOT "A" SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
6. A PERMANENT CROSS PARKING EASEMENT IS GRANTED TO THE OWNERS OF LOTS 1 THRU 4 THEIR GUESTS AND INVITES OVER ALL OF SAID LOTS 1 THRU 4 EXCEPT THOSE PARTS OF SAID LOTS 1 THRU 4 WHICH ARE OCCUPIED BY BUILDINGS AS CONSTRUCTED.



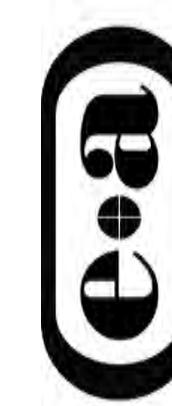
PRELIMINARY PLAT

Proj. No.:	P2000303.171	Revisions:	
Date:	10/03/2025	Date:	
Designed By:	MAM	Drawn By:	TRH
Drawn By:		Scale:	1" = 100'
Sheet:	1 of 1	Sheet:	

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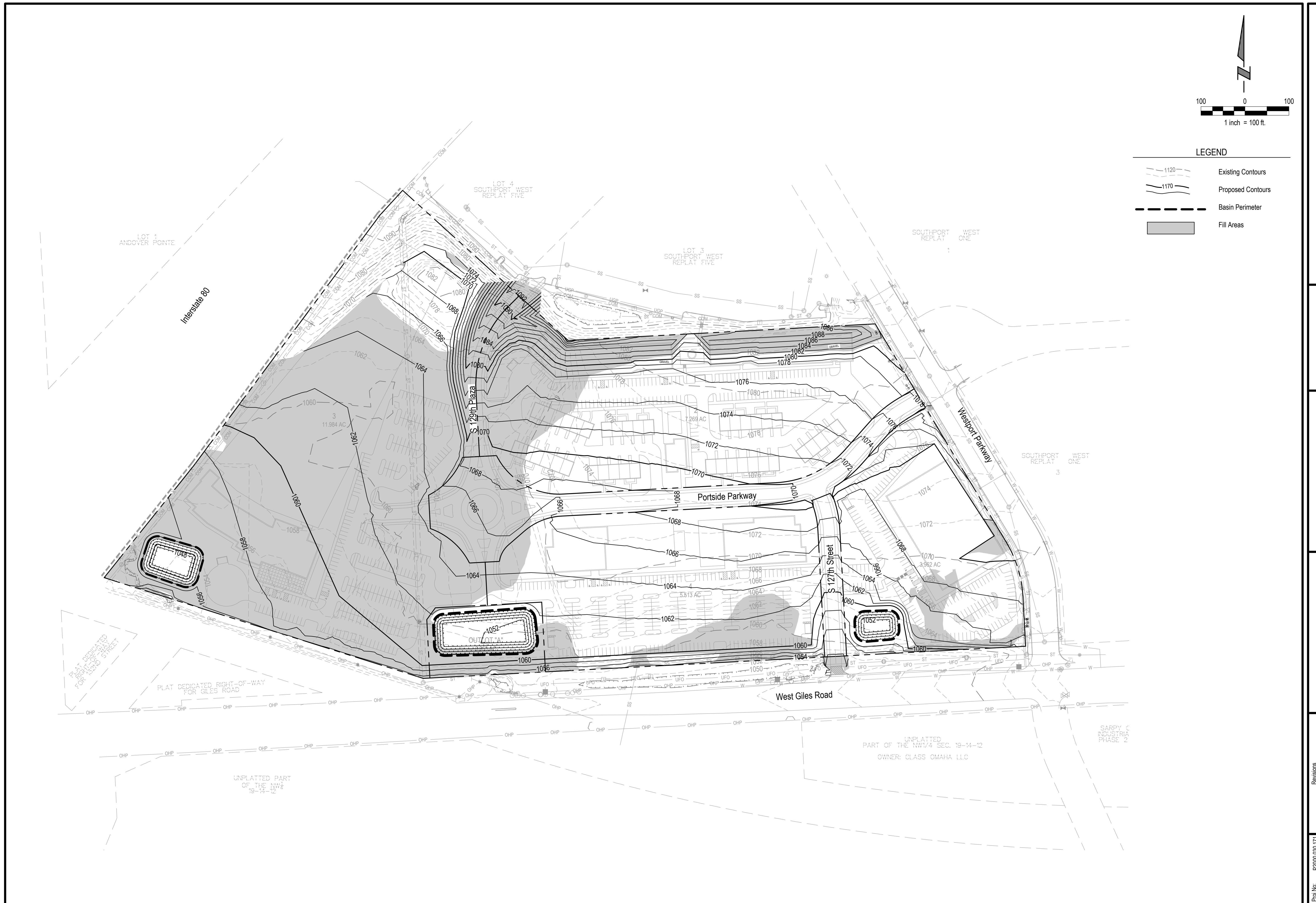
E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eao.com
State of NE Certificate of Authorization #C40008

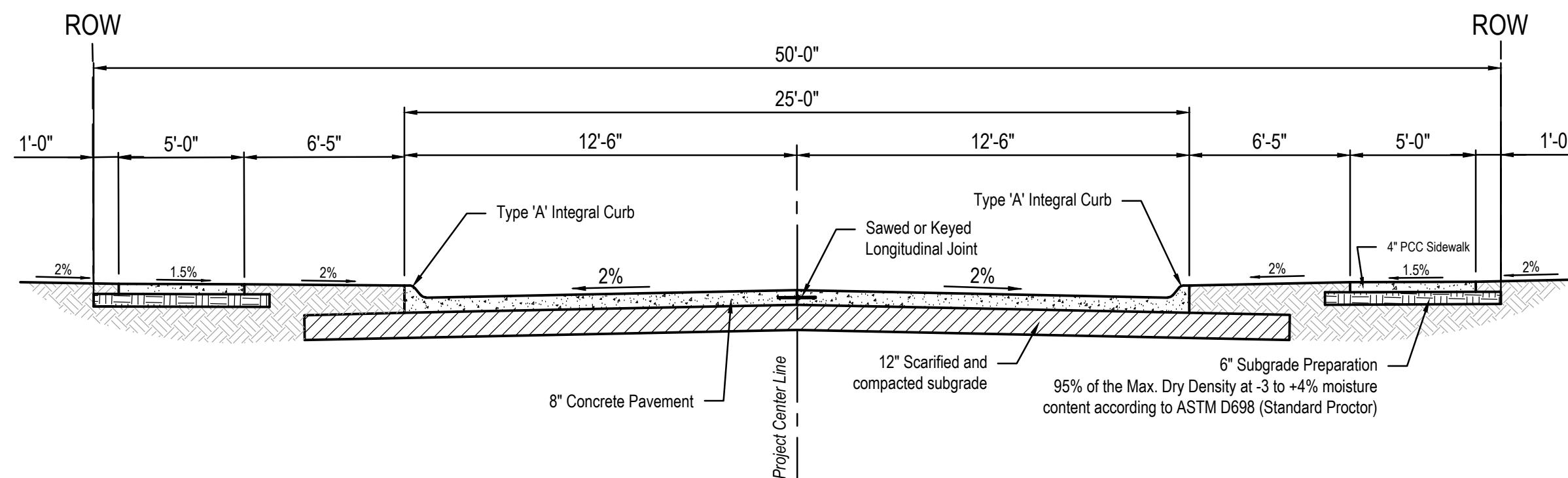


E & A CONSULTING GROUP, INC.

Engineering Answers

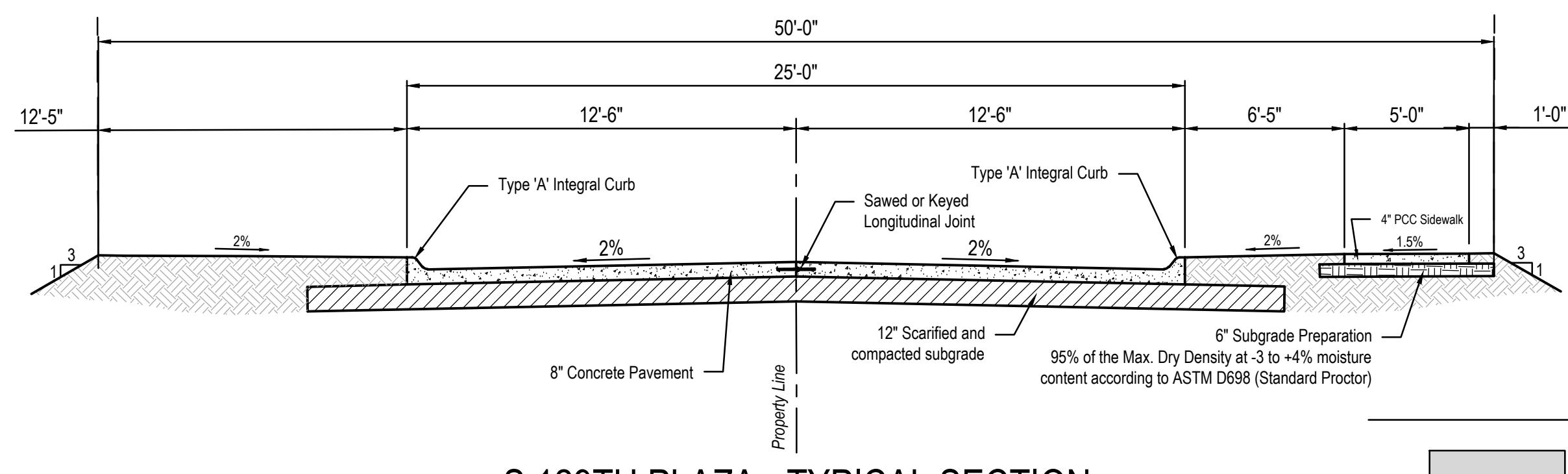


SOUTHPORT WEST REPLAT 10	
GRADING EXHIBIT	
Drawn By:	E&A CONSULTING GROUP, INC.
Scale:	AS SHOWN
Sheet:	1 of 1
LA VISTA, NEBRASKA	



25' STREET - TYPICAL SECTION

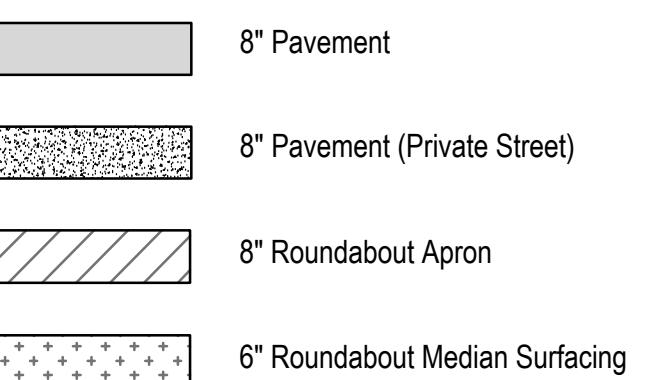
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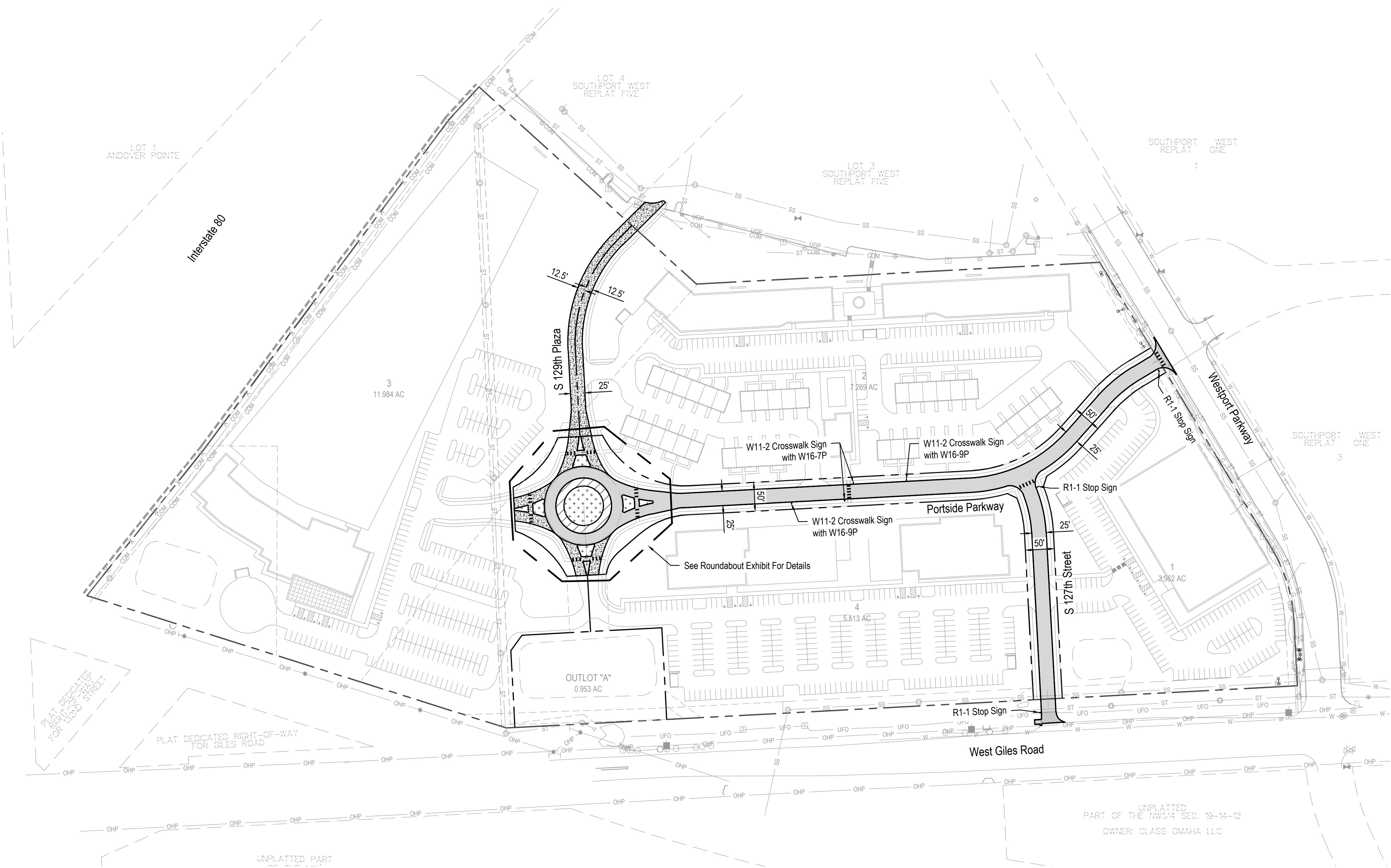
S 129TH PLAZA - TYPICAL SECTION

NOT TO SCALE

LEGEND



Note: All Sidewalks to be Maintained by Adjacent Property Owner and/or by Common Area Maintenance



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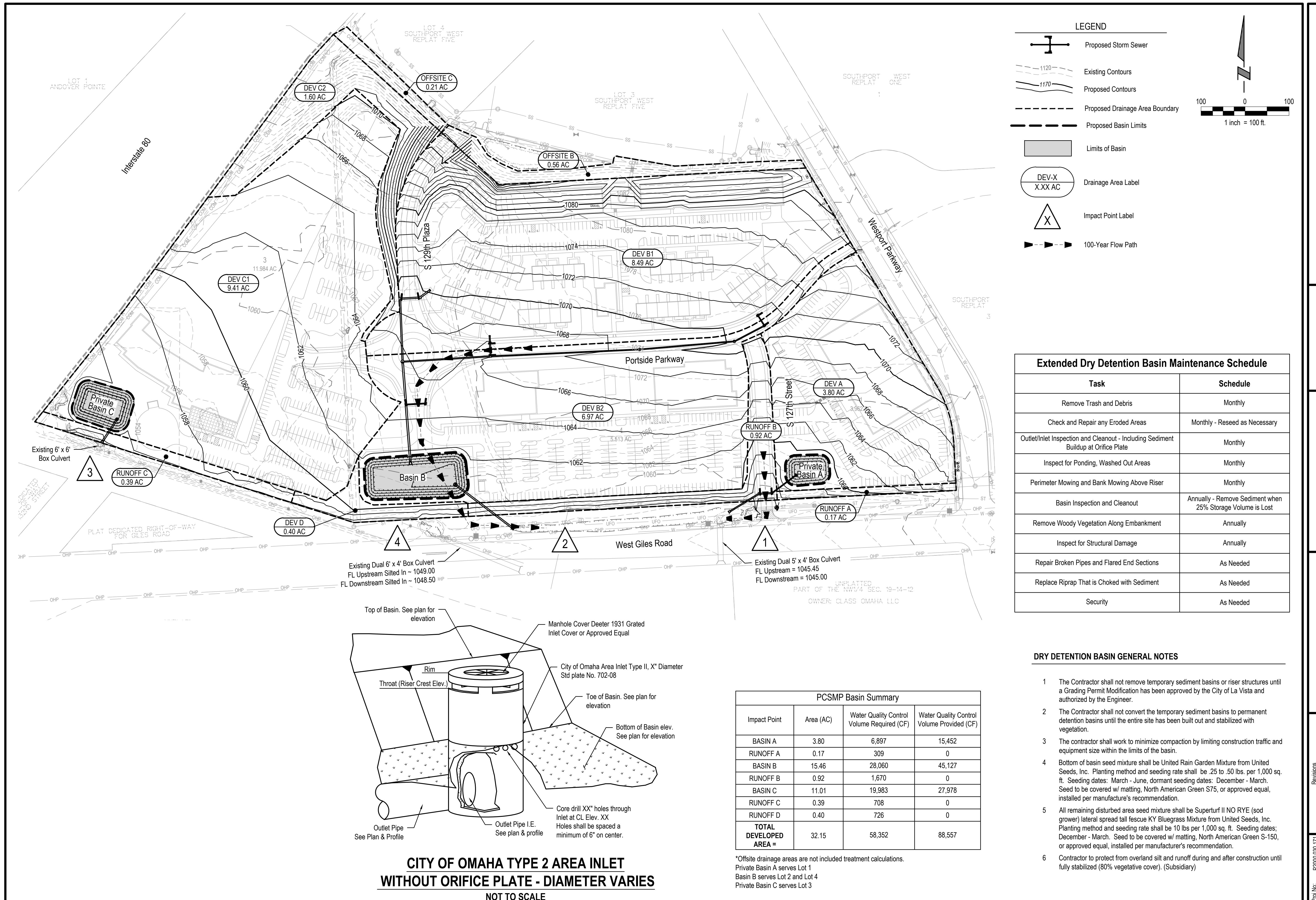
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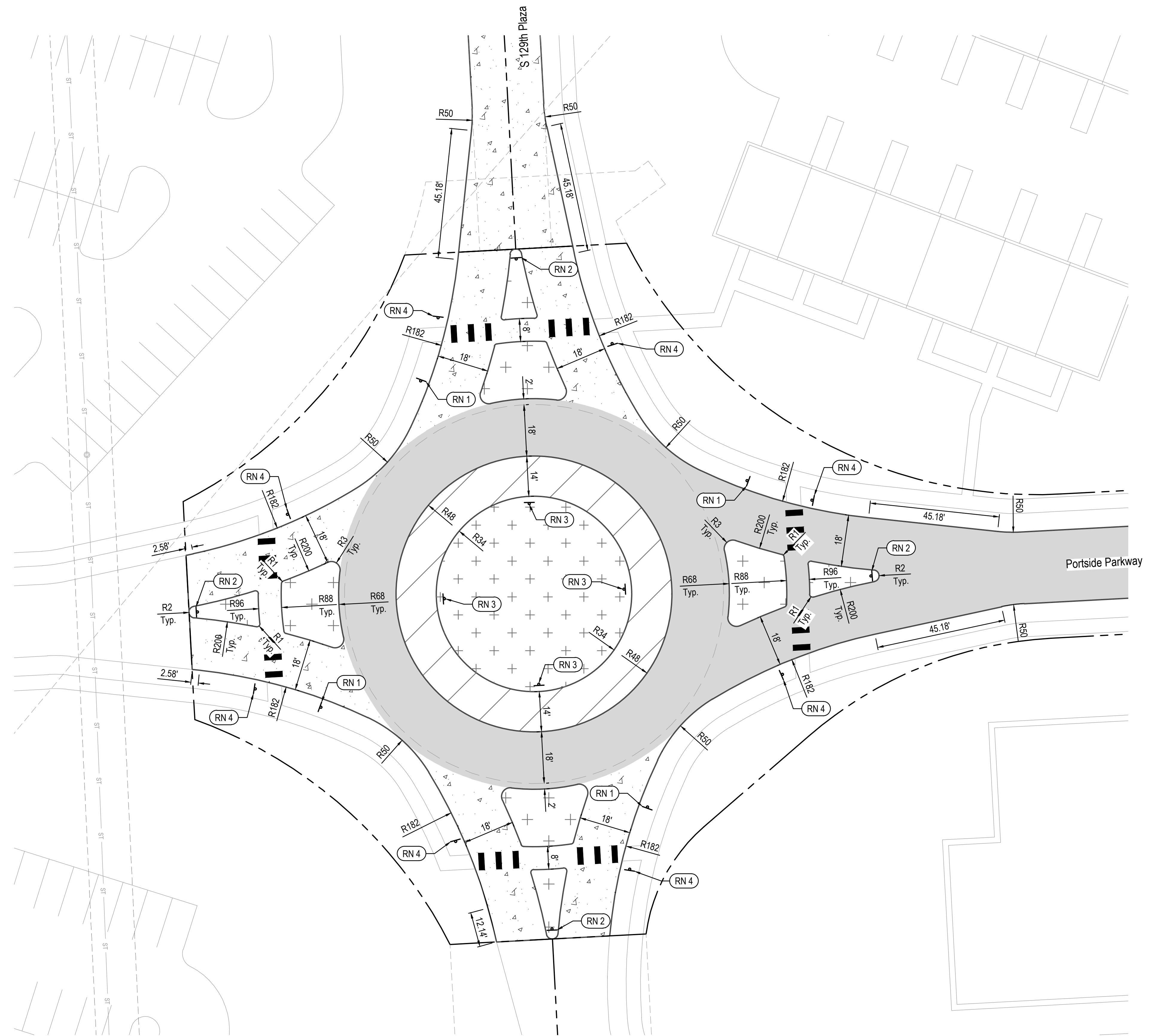
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THPORT WEST REP

PAVING EXHIBIT

Proj No:		Revisions		
Date:	△	Date	Description	
Designed By:	E&A			
Drawn By:	E&A			
Scale:	AS SHOWN			
Sheet:	1 of 1			





20 0 20
1 inch = 20 ft.

LEGEND

- 8" Pavement
- 8" Pavement (Private Street)
- 8" Roundabout Apron
- 6" Roundabout Median Surfacing

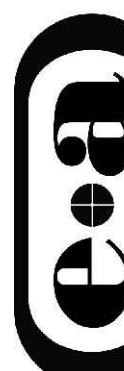
REFERENCE NOTES

- RN 1 Yield Sign (R1-2, 36x36x36); optional: R6-56 30x30 below yield sign
- RN 2 Keep Right Sign (R4-7, 24x30)
- RN 3 One Way Sign (R6-2, 24x30); Min 4' from bottom of sign adjacent to travel way.
- RN 4 Crosswalk Sign (W11-2, 30x30); with R16-7P below crosswalk sign

NOTE: Design Speed = 25 mph

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Phone: 402.935.4700 Fax: 402.935.5359
State of NE Certificate of Authorization #CA0008
www.eacg.com



E & A CONSULTING GROUP, INC.
Engineering Answers

SOUTHPORT WEST REPLAT 10
LA VISTA, NEBRASKA

ROUNDABOUT EXHIBIT

Project No.	P2000300.171	Revisions
Designed By:	EAA	Date
Drawn By:	EAA	Description
Scale:	AS SHOWN	
Sheet:	1	of 1



September 11, 2025

Kyle Vohl
E & A Consulting Group, Inc.
10909 Mill Valley Rd, Suite 100
Omaha, NE 68154

RE: Planned Unit Development, Preliminary Plat, and Final Plat – Initial Review
Southport West Replat 10

Mr. Vohl,

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

Planned Unit Development Site Plan Amendment:

1. Section 5.15.04.01 – Please submit a schedule of construction for further review.
2. Section 5.15.04.02 – If the development is proposed to be constructed in phases, assurances will need to be made at the onset regarding the public improvements and/or shared improvements as to ensure performance. Such assurances will be required through the subdivision agreement.
3. Section 5.15.04.02 – If the project is phased, the site will need to be accessible from public and/or private roads that are adequate to carry the traffic imposed on them and provide suitable emergency vehicle access in the interim until all phases have been completed.
4. Section 5.15.04.03 – Please provide the proposed financial disposition of the public improvements, including proposed bond, escrow, or other financial arrangements ensuring the design, construction and/or maintenance of the proposed public improvements in case of project abandonment.
5. Section 5.15.04.04 – The draft Traffic Impact Analysis is currently in review by the City's third-party reviewer. Additional comments may be forthcoming regarding this review.
6. Section 5.15.04.04 and 5.15.04.05 – Please elaborate on the connection of proposed Street A (as identified in the Street Profiles Exhibit) to Lot 3 Southport West Replat 5. It would appear that proposed Street A is to be considered a public road, however, traffic is being sent onto private property. This will likely be problematic with traffic flow, and with snow/ice maintenance of proposed Street A. Further discussion, in general, is necessary regarding whether the roads within the development remain private or are dedicated to the public.

Construction of the connection from the end of Street A at the property line to the internal road on Lot 3 Southport West Replat 5 is required to be completed by the adjoining property owner at the time of

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

development. Discussions need to be conducted with the adjoining property owner about the design of this connection in order to ensure the proper design and alignment of the improvements.

7. Section 5.15.04.05 – The PUD Plan Set is being reviewed by the Papillion Fire Reviewer. Additional comments from that review may be forthcoming.
8. Section 5.15.04.06 – Please confirm if the entire area proposed for the Planned Unit Development is under single ownership.
9. Section 5.15.04.08 - Adequate parking shall be provided for each building and use. For the multi-family buildings, including the townhomes, this requirement is 1 stall per bedroom. The PUD site plan demonstrates the multi-family property meeting this requirement. Regarding Lots 1, 3, and 4 and the proposed commercial developments on those properties, the Southport West PUD Ordinance requires a ratio of 4.5 off-street parking spaces per 1,000 square feet of gross leasable floor area. The proposed development on Lot 1 does not meet this required minimum. However, Lots 3 and 4 have an excess of parking above this required minimum. In order to accommodate the required parking for Lot 1, staff propose a cross-parking and access easement over the commercial properties, which will satisfy the requirement through the PUD. Such additional parking on Lot 4 would need to be constructed along with the development on Lot 1 in order to supply the minimum parking required.
10. Section 5.15.04.10 – As depicted within Article 2 of the Zoning Ordinance, the property line along Westport Parkway is considered a Front Yard. Also, the northern lot line is considered a Side Yard. Setback deviations can be authorized as per Section 8B of the Southport West PUD Ordinance. However, allowances need to be requested with adequate reasoning and depicted within the PUD Site Plan map set.
11. Section 5.15.04.11 – Maximum lot coverage varies based on the proposed use (60% for commercial, 40% for residential). Please revise the site note on PUD Site Plan accordingly.
12. Section 5.15.04.13 – Please provide any provisions for the maintenance and care of common areas as are reasonably necessary to ensure the continuity, care, conservation and maintenance, and to ensure remedial measures will be available to City Council if said common areas fall into deterioration.
13. Section 5.15.04.16 and 5.15.05.02 Subsection 4 – Ensure pedestrian walkways for internal circulation and connections to the perimeter sidewalk are adequate. No sidewalk connections are depicted from the front doors of the townhomes to the sidewalks within the development. Likewise, connections from the apartment buildings to the sidewalks within the rest of the development lack sufficient connectivity. Additionally, a sidewalk connection from the development to the north lot line between the apartment buildings has been removed since the last preliminary version of this site plan. This connection needs to be added back in, in addition to the necessary internal sidewalk connectivity on Lot 2 for the multi-family and townhome development, and a central connection from the multi-family development to the commercial development to the south.

Pedestrian connectivity as a whole needs to be reviewed in relation to the policies set forth within the Comprehensive Plan, the 2022 Land Use Plan Update, and the Active Mobility Plan.
14. Section 5.15.04.18-22 – The City is considering amendments to the Southport West PUD Ordinance, including the Southport West Design Guidelines. A draft of the amended Guidelines will be presented to the Planning Commission on September 18th for discussion purposes only.

The overall site and landscape plans are currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the initial review has been completed.

However, resubmittals to address the comments of this letter should not wait for comments from the Design Review Architect prior to resubmitting.

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

15. Section 5.15.05.01 – Townhouses and multiple-family dwellings are not allowed within the underlying C-3 Highway Commercial/Office Park District. For the use to be allowed within the proposed area, an amendment to the Southport West PUD Ordinance will need to be prepared to allow for the uses. This amendment will need to be approved by the City Council prior to the approval of the PUD Site Plan Amendment, Preliminary Plat, or Final Plat. All staff recommendation reports will note this as a recommended contingency of any approval.

Staff is drafting potential amendments to the Southport West PUD Ordinance that would allow for the uses within the area depicted as Lot 2 of Southport West Replat 10. A draft of these amendments will be provided when the proposed changes have been completed and reviewed internally.

16. Section 5.15.05.02 Subsection 2 – The proposed height of each structure needs to be provided on the site plan. Please be aware that developments on this property will require FAA approval prior to issuance of a building permit due to proximity to the Millard Airport.
17. Section 5.15.05.02 Subsection 3 – Although a dumpster enclosure is depicted for the development on Lot 1 Southport West Replat 10, no other dumpster enclosures are depicted within the PUD Site Plan map set. Please add sufficient enclosures to handle the waste anticipated. Additionally, please propose an alternative location for the dumpster enclosure on Lot 1 to ensure that it is not located along Westport Parkway.
18. General Comment - This development will abide by the Southport West PUD Ordinance (as revised) and the design guidelines adopted therein.
19. General Comment – Please provide proof of an agreement between the developer and the entertainment venue to be developed as shown on Lot 1.

Preliminary Plat:

- 1) Section 3.03.10 – Side and rear lot easement for Lots 1, 2, and 3 Southport West will need to be released prior to the recording of the final plat for Southport West Replat 10.
- 2) Section 3.03.10 – Confirm the uses and signage for the proposed Lot 3 Southport West Replat 10 do not conflict with the Control of Outdoor Advertising Easement to the State of Nebraska.
- 3) Section 3.03.10, Section 3.03.11 – As stated in your Engineer's Submittal Letter, confirm the Permanent Drainage and Wetlands Mitigation Easement in the southwest corner of Lot 3 Replat 10 can be released.

- 4) Section 3.03.10 - The intersection of proposed Street C and West Giles Road notes the Unrestricted Full Access Easement, which is proposed to be modified per the submitted draft Traffic Impact Analysis. This easement will need to be modified to state that access is to be limited.
- 5) Section 3.03.11 - Per the draft Drainage Report, the Applicant Engineer is to complete a full wetlands delineation. Please provide a copy of said delineation once completed.
- 6) Section 3.03.15 – Please provide itemized cost estimates for infrastructure improvements with proposed allocations for costs between sources of funding. Include a draft Subdivision Agreement with provisions of stormwater fees, sewer connections fees, and cost shares of public and/or private improvements. Staff will provide a template for this agreement.
- 7) Section 3.03.16 – Please provide a copy of the erosion control plan.
- 8) Section 3.03.19 – The Traffic Impact Analysis is being reviewed by the City's 3rd Party Reviewer. Additional comments from that review may be forthcoming.
- 9) Section 3.03.20.4 – A complete Post Construction Storm Water Management Plan (PCSMP), inclusive of a Maintenance Agreement, will be required prior to the issuance of a building permit.
- 10) General – Street Profile Sheets – Please provide the design speed for the proposed Street Profiles.
- 11) Section 4.09 and Section 4.13 – Street Profile Sheet 1 of 3 – Proposed Street A appears to head into the private roadway in Lot 3 Southport West Replat 5. If proposed Street A is proposed as a public street, there will likely need to be a cul-de-sac or other means to ensure operations and maintenance, such as snow and ice removal, or other means to ensure safe, efficient, and legal means of maintenance.
- 12) Section 4.09 – Street Profile Sheet 1 of 3 – the west and south legs of the roundabout appear to transition from public right of way to the private lots with tight geometry that would make maintenance operations, such as snow and ice removal, prohibitive to the Public Works Department. The Subdivision Agreement will need to detail/delineate the maintenance limits of the City and the Applicant.
- 13) General – Street Profile Sheet 2 of 3 – Proposed Street A appears to have an approximately 20+ vertical feet of fill. Please provide the Geotechnical Report, inclusive of any settlement and/or surcharge recommendations.
- 14) General – Street Profile Sheet 2 of 3 – Proposed Street C shows an ultimate profile near STA18+32.00 of a potential fill of nearly 5.5 feet. Please provide the reference profile of West Giles Road to estimate said grade raise. In the ultimate profile, how will drainage and/or fill of approximately 5.5 feet be accounted for into the edge of ROW? Are retaining walls anticipated along Street A and/or West Giles Road?
- 15) General – Paving Exhibit Sheet – Please provide a typical cross section, inclusive of pavement thickness, cross slope, area of prepared subgrade, sidewalks, ROW lines, and/or any other pertinent information.
- 16) General, Paving Exhibit Sheet – Please provide design speed, geometry, details and/or other pertinent measurement details within the roundabout as to ascertain operational and maintenance characteristics of the roundabout.

- 17) Section 4.02 – Paving Exhibit Sheet – Per Section 4.24 of the Subdivision Regulations, Commercial land uses shall have an 8-inch minimum paving thickness.
- 18) Section 4.02 – Paving Exhibit Sheet – Confirm the 6" concrete apron thickness is consistent with Commercial land uses.
- 19) General – Paving Exhibit Sheet – Please provide signage/traffic control proposed in advance and/or within the roundabout.
- 20) General – Paving Exhibit Sheet – There appears to be a raised channelized median in the west leg of the proposed Street B and Westport Parkway intersection. Please provide striping, geometry, and/or measurements to ascertain the west leg of the intersection, and how it relates to the east leg of the intersection.
- 21) Section 3.07.07, Section 4.18, and Section 4.19 – Utilities Exhibit – Existing storm sewer and sanitary sewer in the vicinity and/or are proposed to be points of connection are not shown on the exhibit. Please include.
- 22) Section 4.18 – Utilities Exhibit, PCSMP Exhibit – PCSMP Draft Plan proposes three (3) Basin PCSMP BMPs that will likely act as regional detention for multiple lots. Please elaborate on the disposition of the basins, and who will be responsible for the upkeep and maintenance of the basins into perpetuity. These items, likely held as common area maintenance items, will need to be provisioned in the Subdivision Agreement.
- 23) Section 4.19 – Utilities Exhibit – The cross pipe to the north of the roundabout proposes a 36" RCP pipe, which likely means the proposed single on-grade inlet in each curb is not adequate in capacity.
- 24) Section 4.19 – Utilities Exhibit – The proposed sanitary sewer alignment, deflections, materials, slopes, and serviceability requirements will need to be consistent with the current edition of the City of Omaha Wastewater Collection Systems Design Manual.
- 25) Section 4.19 – Utilities Exhibit – Please elaborate on the disposition of the proposed sanitary sewer that connects Proposed Lot 3 to the existing sanitary sewer line that crosses under West Giles Road.
- 26) General Comment – Utilities Exhibit – Comments provided by OPPD:
 - a. Owner/developer to discuss with OPPD Utility Coordinator to understand the timeline and design on electrical backbone for the subdivision. No electrical utilities currently exist within lots of property. Please reach out to a Utility Coordinator prior to start of any construction to understand time it will take to install power for future buildings.
 - b. An OPPD 161kV transmission line runs E/W along W. Giles Rd Right-of-Way.
- 27) Section 5.05.04 – Fire Hydrant spacing appears to be greater than 450 feet. Please confirm that the hydrant placement is consistent with Metropolitan Utilities District and/or NFPA standards.
- 28) General Comment – PCSMP Exhibit – Dry Detention Basin General Notes – Note 1 – Makes reference to the City of Papillion.

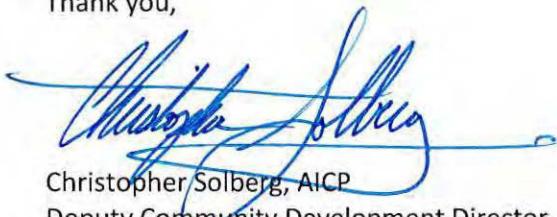
Final Plat:

- 1) The plat documents are being reviewed by the Sarpy County Surveyor's office. Additional comments from that review may be forthcoming.
- 2) Section 3.05.11– Please include a notarized dedication signed and acknowledged by all parties having titled interest in or lien upon the land to be subdivided, consenting to the final plat including dedication of parts of the land for streets, easements, and other purposes as per Section 10.01. If there are no mortgage holders, please provide a statement to that effect from a title company.
- 3) Section 3.05.18 – Please provide a block for the approval of the lending institutions per section 10.10, if applicable.
- 4) Section 3.05. – Please provide a copy of any private restrictions or covenants affecting the subdivision or any part thereof, if applicable.

Please submit revised electronic copies of the PUD Site Plan map set, the plat, and related documents to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted in this review have been sufficiently addressed.

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

Thank you,



Christopher Solberg, AICP
Deputy Community Development Director

cc:

Kyle Haase, E & A Consulting Group, Inc.
Willie Douglas, Southport West 32 LLC
Bruce Fountain, Community Development Director
Pat Dowse, City Engineer
Tom McKeon, City Attorney

September 24, 2025

Mr. Chris Solberg
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

RE: Southport West Replat 10 – PUD Design Review Letter #1

Dear Chris:

This letter shall provide recommendations and/or corrections for the Applicant's submittal containing drawings received on 8/25/2025. For tracking purposes, I have noted deficiencies in the submittal package below, and where appropriate, the corresponding requirements outlined in the Southport West Design Guidelines.

General:

1. The following drawings were submitted:
 - a. 1 of 3 - PUD Site Plan
 - b. 2 of 3 - PUD Emergency Vehicle Plan
 - c. 3 of 3 - PUD Landscaping Plan
 - d. 1 of 1 – Grading Exhibit
2. Additional reviews regarding landscaping will take place at the time of Design Review Submission for each building within this PUD with regard to specific requirements regarding the softening of areas around dumpster enclosures, screening of utilities, screening of mechanical equipment, etc.

Drawings:

1. Landscaping
 - i. Landscaping along West Giles Road is missing tags for some of the landscaping shown.
 - ii. Berming is noted as part of enlarged details. Berming is required in this district but will be reviewed as part of the Design Review for each building project.
 - iii. Per 6.I.A, the portions of serpentine sidewalk along Westport Parkway that are within 6 feet of the curb are required to be at approximately 150-foot intervals. Please revise.
 - iv. Per 6.I.B, green spaces along Interstate I-80 and West Giles Road shall be bermed and landscaped per the City of LaVista's Gateway Corridor landscape requirements. The Gateway Corridor landscape requirements reference compliance with the City of LaVista Zoning Ordinance. Section 7.17.03.02 of the City of LaVista Zoning Ordinance requires one tree for every forty lineal feet. Tree Species shall be selected from Exhibit C of the Southport West Guidelines. Straight-line planting is not allowed as well. Please revise.
 - v. Plants D, E, F, H, J, K, and L are not approved for use in the Southport West Guidelines. All plant selections must be in compliance with Exhibit C.

PHONE 402.493.4800
FAX 402.493.7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436

Please notify the Applicant of the review comments above and request clarification and/or resubmittal as the case may be. Please remind the Applicant to properly date all resubmittals.

Please feel free to contact me regarding additional clarifications or questions.

Sincerely,



THE SCHEMMER ASSOCIATES, INC.

Dan Kermes, AIA, NCARB
Principal
Executive Manager, Architecture
Commercial Market Leader

dkermes@schemmer.com
(402) 431-6377 direct



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Rd, Ste 100 | Omaha, NE 68154
402.895.4700
eacg.com

October 3, 2025

Chris Solberg, Deputy Director
City of La Vista, Nebraska
8116 Park View Boulevard
La Vista, NE 68128

RE: Southport West Replat 10 – Preliminary Plat, Final Plat, and PUD Amendment Resubmittal
E&A File: 2000.030.171

Dear Chris,

On behalf of our client, Southport West 32, LLC, we hereby submit the above referenced project. This submittal is in response to the September 11, 2025, City of La Vista Initial Review Letter. All documents included in this submittal are listed on the attached transmittal. Each of the comments are listed, with our response following it shown in *italics*.

Planned Unit Development Site Plan Amendment:

1. Section 5.15.04.01 – Please submit a schedule of construction for further review.

Response: Below is our proposed schedule of construction for the public infrastructure:

Mass Grading – Fall 2025 into Spring 2026 (Entire Site)

Sanitary – Spring 2026

Storm – Spring 2026

Paving – Summer 2026

Water and Gas - Fall 2026

Power – Fall 2026

2. Section 5.15.04.02 – If the development is proposed to be constructed in phases, assurances will need to be made at the onset regarding the public improvements and/or shared improvements as to ensure performance. Such assurances will be required through the subdivision agreement.

Response: Understood. The public improvements of the proposed development will be constructed in a single phase. We will work with the City staff regarding adding assurances in the subdivision agreement.

3. Section 5.15.04.02 – If the project is phased, the site will need to be accessible from public and/or private roads that are adequate to carry the traffic imposed on them and provide suitable emergency vehicle access until all phases have been completed.

Response: The public improvements of the proposed development will be constructed in a single phase.

4. Section 5.15.04.03 – Please provide the proposed financial disposition of the public improvements, including proposed bond, escrow, or other financial arrangements ensuring the design, construction and/or maintenance of the proposed public improvements in case of project abandonment.
Response: The project is being funded privately. We will work with City staff regarding an acceptable financial disposition such as a bond.
5. Section 5.15.04.04 – The draft Traffic Impact Analysis is currently in review by the City's third-party reviewer. Additional comments may be forthcoming regarding this review.
Response: The third-party comments on the Traffic Impact Analysis on September 23, 2025. Based on those comments, the TIA needs to include the latest data from the Metropolitan Area Planning Agency (MAPA). To our knowledge, the MAPA data will not be released until later this year, at which time E&A will provide an updated TIA.
6. Section 5.15.04.04 and 5.15.04.05 – Please elaborate on the connection of proposed Street A (as identified in the Street Profiles Exhibit) to Lot 3 Southport West Replat 5. It would appear that proposed Street A is to be considered a public road, however, traffic is being sent onto private property. This will likely be problematic with traffic flow, and with snow/ice maintenance of proposed Street A. Further discussion, in general, is necessary regarding whether the roads within the development remain private or are dedicated to the public.

Construction of the connection from the end of Street A at the property line to the internal road on Lot 3 Southport West Replat 5 is required to be completed by the adjoining property owner at the time of development. Discussions need to be conducted with the adjoining property owner about the design of this connection in order to ensure the proper design and alignment of the improvements.

Response: The north leg of the roundabout connection to Lot 3 Southport West Replat 5 has been converted to a private access road. The development team will continue to work with City staff and the adjacent property owner regarding the connection and design elements.

7. Section 5.15.04.05 – The PUD Plan Set is being reviewed by the Papillion Fire Reviewer. Additional comments from that review may be forthcoming.
Response: Understood. We will review and update their comments once provided.
8. Section 5.15.04.06 – Please confirm if the entire area proposed for the Planned Unit Development is under single ownership.
Response: The PUD amendment related to Lots 1 through 3, Southport West, is owned by a single owner. The deed of the property has been provided with this submittal.
9. Section 5.15.04.08 – Adequate parking shall be provided for each building and use. For the multi-family buildings, including the townhomes, this requirement is 1 stall per bedroom. The PUD site plan demonstrates the multi-family property meeting this requirement. Regarding Lots 1, 3, and 4 and the proposed commercial developments on those properties, the Southport West PUD Ordinance requires a ratio of 4.5 off-street parking spaces per 1,000 square feet of gross leasable floor area. The proposed development in Lot 1 does not meet this required minimum. However, Lots 3 and 4 have an excess of parking above this required minimum. In order to accommodate the required parking for Lot 1, staff propose a cross-parking and access easement over the commercial properties, which will satisfy the requirement through the PUD. Such additional parking on Lot 4 would need to be constructed along the development on Lot 1 in order to supply the minimum parking required.
Response: A Cross Parking Easement note has been added to the Plat and the PUD Site Plan.

10. Section 5.15.04.10 – As depicted within Article 2 of the Zoning Ordinance, the property along Westport Parkway is considered a Front Yard. Also the northern lot line is considered a Side Yard. Setback deviations can be authorized as per Section 8B of the Southport West PUD Ordinance. However, allowances need to be requested with adequate reasoning and depicted within the PUD Site Plan map set.

Response: The setback notes have been updated on the PUD Site Plan, and a waiver is being requested to reduce the front yard setback along Westport Parkway. This reduction, for Lot One and the building's placement, is intended to improve pedestrian access to the building from both Portside Parkway and Westport Parkway.

11. Section 5.15.04.11 – Maximum lot coverage varies based on the proposed use (60% for commercial, 40% for residential). Please revise the site note on PUD Site Plan accordingly.

Response: The note has been added to the PUD Site Plan.

12. Section 5.15.04.13 – Please provide any provisions for the maintenance and care of common areas as are reasonably necessary to ensure the continuity, care, conservation, and maintenance, and to ensure remedial measures will be available to City Council if said common areas fall into deterioration.

Response: Understood. We will work with City staff regarding acceptable language to address maintenance and care of the common areas. The developer is planning to establish an Association for maintenance.

13. Section 5.15.04.16 and 5.15.05.02 Subsection 4 – Ensure pedestrian walkways for internal circulation and connections to the perimeter sidewalk are adequate. No sidewalk connections are depicted from the front doors of the townhomes to the sidewalks within the development. Likewise, connections from the apartment buildings to the sidewalks within the rest of the development lack sufficient connectivity. Additionally, a sidewalk connection from the development to the north lot line between the apartment buildings has been removed since the last preliminary version of this site plan. This connection needs to be added back in, in addition to the necessary internal sidewalk connectivity on Lot 2 for the multi-family and townhome development, and a central connection from the multi-family development to the commercial development to the south.

Pedestrian connectivity as a whole needs to be reviewed in relation to the policies set forth within the Comprehensive Plan, the 2022 Land Use Plan Update, and the Active Mobility Plan.

Response: Additional sidewalks and connectivity have been added to the PUD Site Plan.

14. Section 5.15.04.18-22 – The City is considering amendments to the Southport West PUD Ordinance, including the Southport West Design Guidelines. A draft of the amended Guidelines will be presented to the Planning Commission on September 18th for discussion purposes only.

The overall site and landscape plans are currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the initial review has been completed. However, resubmittals to address the comments of this letter should not wait for comments from the Design Review Architect prior to resubmitting.

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

Response: Understood. We received comments from Dan Kerns with Schemmer Associates, Inc. on September 24. Those comments and responses are listed at the end of this letter. (See Page 9)

15. Section 5.15.05.01 – Townhouses and multiple-family dwellings are not allowed within the underlying C-3 Highway Commercial/Office Park District. For the use to be allowed within the proposed area, an amendment to the Southport West PUD Ordinance will need to be prepared to allow for the uses. This amendment will need to be approved by the City Council prior to the approval of the PUD Site Plan Amendment, Preliminary Plat, or Final Plat. All staff recommendations reports will note this as a recommended contingency of any approval.

Staff is drafting potential amendments to the Southport West PUD Ordinance that would allow for the uses within the area depicted as Lot 2 of Southport West Replat 10. A draft of these amendments will be provided when the proposed changes have been completed and reviewed internally.

Response: Understood.

16. Section 5.15.05.02 Subsection 2 – The proposed height of each structure needs to be provided on the site plan. Please be aware that developments on this property will require FAA approval prior to issuance of a building permit due to proximity to the Millard Airport.

Response: Understood. We are in the preliminary stages of coordination with the FAA. However, due to the federal shutdown, responses have been delayed. The building heights are included in the Site Plan table and also in the elevations.

17. Section 5.15.05.02 Subsection 3 – Although a dumpster enclosure is depicted for the development on Lot 1 Southport West Replat 10, no other dumpster enclosures are depicted within the PUD Site Plan map set. Please add sufficient enclosures to handle the waste anticipated. Additionally, please propose an alternative location for the dumpster enclosure on Lot 1 to ensure that it is not located along Westport Parkway.

Response: Dumpster locations for each lot have been provided on the PUD Site Plan, and the enclosure location has been moved on Lot 1 away from Westport Parkway.

18. General Comment – This development will abide by the Southport West PUD Ordinance (as revised) and the design guidelines adopted therein.

Response: Understood.

19. General Comment – Please provide proof of an agreement between the developer and the entertainment venue to be developed as shown on Lot 1.

Response: Included with this submittal is a copy of the agreement with the Lot 1 user.

Preliminary Plat:

1. Section 3.03.10 – Side and rear lot easement for Lots 1, 2, and 3 Southport West will need to be released prior to the recording of the final plat for Southport West Replat 10.

Response: Based on previous requests with the utility companies, each utility company will wait to release its rights until after Replat 10 has been filed with the County. We will work with each company to get their release as quickly as possible.

2. Section 3.03.10 – Confirm the uses and signage for the proposed Lot 3 Southport West Replat 10 do not conflict with the Control of Outdoor Advertising Easement to the State of Nebraska.

Response: The easement only restricts the usage of outdoor advertising signage. NDOT allows signage for specific users within the development. We will work with NDOT as specific user signage is developed.

3. Section 3.03.10, Section 3.03.11 – As stated in your Engineer's Submittal Letter, confirm the Permanent Drainage and Wetlands Mitigation Easement in the southwest corner of Lot 3 Replat 10 can be released.

Response: We are working with the proper agencies to get formal confirmation. However, due to the Federal Government shutdown, receiving a response might be slightly delayed.

4. Section 3.03.10 – The intersection of proposed Street C and West Giles Road notes the Unrestricted Full Access Easement, which is proposed to be modified per the submitted draft Traffic Impact Analysis. This easement will need to be modified to state that access is to be limited.

Response: We will work with both the City of La Vista and Sarpy County regarding modifying the easement. The original easement dedication was only applied to the plat with no separate document recording or notice of who controls the restriction.

5. Section 3.03.11 – Per the draft Drainage Report, the Applicant Engineer is to complete a full wetlands delineation. Please provide a copy of said delineation once completed.

Response: Understood. We are working on completing a full wetlands delineation and will provide it once completed.

6. Section 3.03.15 – Please provide itemized cost estimates for infrastructure improvements with proposed allocations for costs between sources of funding. Include a draft Subdivision Agreement with provisions of stormwater fees, sewer connections fees, and cost shares of public and/or private improvements. Staff will provide a template for this agreement.

Response: Included with this submittal is a cost estimate for the infrastructure improvements.

7. Section 3.03.16 – Please provide a copy of the erosion control plan.

Response: Included with the resubmittal is the erosion control plan.

8. Section 3.03.19 – The Traffic Impact Analysis is being reviewed by the City's 3rd Party Reviewer. Additional comments from that review may be forthcoming.

Response: The third-party comments on the Traffic Impact Analysis on September 23, 2025. Based on those comments, the TIA needs to include the latest data from the Metropolitan Area Planning Agency (MAPA). To our knowledge, the MAPA data will not be released until later this year, at which time E&A will provide an updated TIA.

9. Section 3.03.20.4 – A complete Post Construction Storm Water Management Plan (PCSM), inclusive of a Maintenance Agreement, will be required prior to the issuance of a building permit.

Response: Understood. A maintenance agreement will be recorded as soon as the PCMSMP has been approved by the City and the plat has been recorded.

10. General – Street Profile Sheets – Please provide the design speed for the proposed Street Profiles.

Response: The profiles have been updated to include the design speed.

11. Section 4.09 and Section 4.13 – Street Profile Sheet 1 of 3 – Proposed Street A appears to head into a private roadway in Lot 3 Southport West Replat 5. If proposed Street A is proposed as a public street, there will likely need to be a cul-de-sac or other means to ensure operations and maintenance, such as snow and ice removal, or other means to ensure safe, efficient, and legal means of maintenance.

Response: The north leg of the roundabout has been converted to a private drive. In its place is an access easement reserved for the adjacent lots and Lot 3, Southport West Replat 5.

12. Section 4.09 – Street Profile Sheet 1 of 3 – the west and south legs of the roundabout appear to transition for public right of way to the private lots with tight geometry that would make maintenance operations, such as snow and ice removal, prohibitive to the Public Works Department. The Subdivision Agreement will need to detail/delineate the maintenance limits of the City and the Applicant.

Response: A Roundabout Exhibit has been included with this submittal.

13. General – Street Profile Sheet 2 of 3 – Proposed Street A appears to have an approximately 20+ vertical feet of fill. Please provide the Geotechnical Report, inclusive of any settlement and/or surcharge recommendations.

Response: The Geotechnical Report will be completed before mass grading and the design of the public improvements.

14. General – Street Profile Sheet 2 of 3 – Proposed Street C shows an ultimate profile near STA18+32.00 of a potential fill of nearly 5.5 feet. Please provide the reference profile of West Giles Road to estimate said grade raise. In the ultimate profile, how will drainage and/or fill of approximately 5.5 be accounted for into the edge of ROW? Are retaining walls anticipated along Street A and/or West Giles Road?

Response: Giles Road Ultimate Plan and Profile has been provided with this submittal. This development sits higher than the existing Giles Road. We do not anticipate the need for retaining walls.

15. General – Paving Exhibit Sheet – Please provide a typical cross section, inclusive of pavement thickness, cross slope, area of prepared subgrade, sidewalks, ROW lines, and/or any other pertinent information.

Response: 25' Street and ROW typical section has been added to the Paving Exhibit.

16. General, Paving Exhibit Sheet – Please provide design speed, geometry, details and or other pertinent measurement details within the roundabout as to ascertain operational and maintenance characteristics of the roundabout.

Response: A Roundabout Exhibit has been provided with this submittal.

17. Section 4.02 – Paving Exhibit Sheet – Per Section 4.24 of the Subdivision Regulations, Commercial land uses shall have an 8-inch minimum paving thickness.

Response: Paving thickness has been updated.

18. Section 4.02 – Paving Exhibit Sheet – Confirm the 6" concrete apron thickness is consistent with Commercial land uses.

Response: Concrete apron thickness has been updated to 8" to match the roundabout paving thickness.

19. General – Paving Exhibit Sheet – Please provide signage/traffic control proposed in advance and/or within the roundabout.

Response: Roundabout signage has been included on the Roundabout Exhibit.

20. General – Paving Exhibit Sheet – There appears to be a raised channelized median in the west leg of the proposed Street B and Westport Parkway intersection. Please provide striping, geometry, and/or measurements to ascertain the west leg of the intersection, and how it relates to the east leg of the intersection.

Response: The median has been eliminated.

21. Section 3.07.07, Section 4.18, and Section 4.19 – Utilities Exhibit – Existing storm sewer and sanitary sewer in the vicinity and/or are proposed to be points of connection are not shown on the exhibit. Please include.

Response: Existing infrastructure adjacent to the project is shown.

22. Section 4.18 – Utilities Exhibit, PCSMP Exhibit – PCSMP Draft Plan proposes three (3) Basin PCSMP BMPs that will likely act as regional detention for multiple lots. Please elaborate on the disposition of the basins, and who will be responsible for the upkeep and maintenance of the basins into perpetuity. These items, likely held as common area maintenance items, will need to be provisioned in the Subdivision Agreement.

Response: Lots 1 and 3 will be served by a private basin shown on the exhibits. These basins will be designed with the site improvement plans and will be maintained by the property owner. Lots 2, 4, and the public right-of-way will be served by the basin located in Outlot A.

23. Section 4.19 – Utilities Exhibit – The cross pipe to the north of the roundabout proposes a 36" RCP pipe, which likely means the proposed single on-grade inlet in each curb is not adequate in capacity.

Response: This storm sewer was sized to take runoff from the apartments in addition to the runoff in S 129th Plaza. The 36" sizing is being driven by the apartments and not the runoff in the street.

24. Section 4.19 – Utilities Exhibit – The proposed sanitary sewer alignment, deflections, materials, slopes, and serviceability requirements will need to be consistent with the current edition of the City of Omaha Wastewater Collection Systems Design Manual.

Response: Understood.

25. Section 4.19 – Utilities Exhibit – Please elaborate on the disposition of the proposed sanitary sewer that connects Proposed Lot 3 to the existing sanitary sewer line that crosses under West Giles Road.

Response: This sewer line is needed to serve Lot 3. Due to the grades on site, the sewer in Portside Parkway will be too high to effectively serve Lot 3.

26. General Comment – Utilities Exhibit – Comments provided by OPPD:

- a. Owner/developer to discuss with OPPD Utility Coordinator to understand the timeline and design on electrical backbone for the subdivision. No electrical utilities currently exist within lots of property. Please reach out to a Utility Coordinator prior to start of any construction to understand time it will take to install power for future buildings.
- b. An OPPD 161kV transmission line runs E/W along W. Giles Rd Right-of-Way.

Response: Understood. We will coordinate with OPPD regarding the construction timeline.

27. Section 5.05.04 – Fire Hydrant spacing appears to be greater than 450 feet. Please confirm that the hydrant placement is consistent with Metropolitan Utilities District and/or NFPA standards.

Response: Fire hydrant spacing has been updated and we will continue to coordinate with MUD regarding the design.

28. General Comment – PCSMP Exhibit – Dry Detention Basin General Notes – Note 1 – Makes reference to the City of Papillion.

Response: Note 1 updated on the exhibit.

Final Plat:

1. The plat documents are being reviewed by the Sarpy County Surveyor's office. Additional comments from that review may be forthcoming.
Response: The final plat has been updated to reflect the comments provided by the Sarpy County Surveyor. We will continue to work with the County Surveyor to address any additional comments he may have.
2. Section 3.05.11 – Please include a notarized dedication signed and acknowledged by all parties having titled interest in or lien upon the land to be subdivided, consenting to the final plat including dedication of parts of the land for streets, easements, and other purposes as per Section 10.01. If there are no mortgage holders, please provide a statement to that effect from a title company.
Response: To our knowledge, there are no mortgage holders on the property. We are working with a title company to provide a statement. Once received, we will provide.
3. Section 3.05.018 – Please provide a block for the approval of the lending institutions per section 10.10, if applicable.
Response: Understood.
4. Section 3.05 – Please provide a copy of any private restrictions or covenants affecting the subdivision or any part thereof, if applicable.
Response: The applicant is working on a draft covenants of the development. Once the draft document is completed, we will provide a copy to the City for their review.

E&A also received a letter dated September 24, 2025, from Dan Kerns with Schemmer Associates, Inc. This letter provided recommendations and corrections with regard to the Design Review Submission. Each of the comments are listed, with our response following it shown in *italics*.

General:

1. The following drawings were submitted:
 - a. 1 of 3 – PUD Site Plan
 - b. 2 of 3 – PUD Emergency Vehicle Plan
 - c. 3 of 3 – PUD Landscaping Plan
 - d. 1 of 1 – Grading Exhibit

Response: Understood.

2. Additional reviews regarding landscaping will take place at the time of Design Review Submission for each building within this PUD with regard to specific requirements regarding the softening of areas around dumpster enclosures, screening of utilities, screening of mechanical equipment, etc.

Response: Understood.

Drawings:

1. Landscaping

- i. Landscaping shown along West Giles Road is missing tags for some of the landscaping shown.

Response: Understood. Additional notes have been added to the Landscape Plan referencing the streetscape details. Those details have all tags included.

- ii. Bering is noted as part of enlarged details. Bering is required in this district but will be reviewed as part of the Design Review for each building project.

Response: Understood.

- iii. Per 6.I.A., the portions of serpentine sidewalk along Westport Parkway that are within 6 feet of the curb are required to be at approximately 150-foot intervals. Please revise.

Response: The sidewalk along Westport Parkway has been revised and additional landscaping included in those areas.

- iv. Per 6.I.B, green spaces along Interstate I-80 and West Giles Road shall be bermed and landscaped per the City of LaVista's Gateway Corridor landscape requirements. The Gateway Corridor landscape requirements reference compliance with the City of LaVista Zoning Ordinance. Section 7.17.03.02 of the LaVista Zoning Ordinance requires one tree for every forty lineal feet. Tree Species shall be selected from Exhibit C of the Southport West Guidelines. Straight-line planting is not allowed as well. Please revise.

Response: Understood. Due to an existing utility easement along I-80, some berming and tree planting may have some limitations. We will continue to work with City staff to come to an agreeable solution regarding meeting Section 7.17.03.02.

- v. Plants D, E, F, H, J, and L are not approved for use in the Southport West Guidelines. All plant selections must be in compliance with Exhibit C.

Response: Understood. The updated plant selections have been revised to meet the Southport West Guidelines.

If you have any questions regarding the application, please contact me at 402-895-4700.

Sincerely,
E & A Consulting Group, Inc.



Jeff Stoll,
Platting Services Assistant Manager

(This is a legally binding contract. If not understood, seek legal advice.)

UNIFORM COMMERCIAL PURCHASE AGREEMENT

NAI NP Dodge

August 8, 2025

The undersigned Buyer, (whether one or more) agrees to purchase the Property described as follows:

- 1. Address:** A to-be-assigned address on a new parcel of land to be platted from a replat of Lots 1, 2 and 3, Southport West, La Vista, Nebraska.
- 2. Property Description:** An approximately 173,151 sq. ft. (3.975 acres) parcel of land which includes all of Lot 2, Southport West (approximately 2.281 acres), a large portion of Lot 3, Southport West, and a small portion of Lot 1, Southport West, La Vista, Nebraska as illustrated on **Exhibit "A"** and defined within this Purchase Agreement ("Property"). Complete legal description to be on the revised title commitment before closing and the administrative lot split or replat.
- 3. Personal Property:** The only personal property included is as follows: None.
- 4. Conveyance:** Seller represents that it has good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by warranty deed only free and clear of all liens, encumbrances or special taxes levied or assessed, except none, subject to all building and use restrictions, utility easements and covenants of record at closing.
- 5. Assessments:** Seller agrees to pay any assessments for public improvements previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed.
- 6. Purchase Price:** Buyer agrees to pay ¹ [REDACTED] on the following terms: [REDACTED] ("deposit") to be deposited directly at TitleCore National, 8701 West Dodge Road, Suite 150, Omaha, NE 68114, Attn: Beth Bucklin, (402) 934-4174 ("Escrow Agent") within three (3) business days after Seller's acceptance of this Purchase Agreement. In the event of refusal or failure of the Buyer to consummate the purchase, the Seller shall, as its only option and remedy, retain the Deposit as liquidated damages for failure to carry out the agreement of sale. Balance to be paid in immediately available funds at closing of the sale.
- 7. Urban Taxes:** All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of date of closing, and all prior years' taxes, interest, and other charges, if any, will be paid by Seller.
- 8. Conveyance of Title and Closing:** Escrow Agent shall furnish a current title insurance commitment ("Commitment") to Buyer within thirty (30) days following the date this Agreement is fully executed ("Effective Date"). Within thirty (30) days following delivery of the Commitment, Buyer shall notify Seller of any objections to any conditions or title defects ("Defects") in the Commitment. If Defects are timely identified, Seller shall have the option to cure such Defects within thirty (30) days following Buyer's notice ("Cure Period"). If Defects are not cured, or are not in process of being cured in a reasonable timeframe, Buyer may rescind this agreement and the Deposit shall be refunded, or Buyer may accept such Defects as permitted encumbrances. The parties acknowledge the parcel of land which will become the Property is subject to a future recorded replat of the parcels included in Section 1 above; therefore, Buyer reserves the right to submit objections to an updated version of the Commitment after the replat is recorded so long as such objections are submitted within ten (10) days after receipt of such Commitment and Seller shall have the option to cure such Defects within thirty (30) days following Buyer's notice ("Final Cure Period"). Approximate closing date ("Closing Date" or "Closing") to be a mutually agreeable date but no later than ten (10) days after all Seller's Improvements are completed (defined below in Section 10 below), subject to Section 9 below. However, if Seller's Improvements are not completed on or before December 15, 2025, Buyer shall have the option to delay Closing to a mutually-agreeable date but in no event shall such Closing Date be later than the latter of (a) April 25, 2026 or (b) ten (10) days after all Seller's Improvements are completed. Possession shall be delivered at closing. The cost of an Owner's title insurance policy shall be equally divided between Buyer and Seller.
- 9. Zoning & Use:** The parties acknowledge Buyer's intended use of the Property is a Slick City franchise location which qualifies as "indoor recreation" or other use assigned by the City of La Vista which will likely require an amendment to the current Planned Unit Development ("P.U.D.") for Southport West from the City of La Vista Planning Department ("City Planning"). Within ten (10) business days after the Effective Date, Seller shall contact City Planning and determine the necessary process to amend the P.U.D. for the intended use of the Property. If rezoning, zoning amendment and/or a conditional use permit ("C.U.P.") is required (collectively, "Zoning"), in a expeditious manner, Buyer shall assist Seller with any applications and documents requested by City Planning or Seller. If the required Zoning and recorded plat including the lot for the Property are not obtained prior to the Closing Date in accordance with this Agreement, the Closing Date shall be extended to a mutually agreeable date but no later than ten (10) business days after all of the following three (3) items are completed: (1) City Planning has approved and recorded the required Zoning and (2) the recordation of the Amended P.U.D. and (3) the plat which includes the Property is recorded as a separate lot. If such Zoning has not been obtained within one hundred eighty (180) days after the Effective Date, Buyer may cause this Purchase Agreement to be terminated and of no effect at any time thereafter upon delivering written notice to Seller and Escrow Agent and the Deposit shall be immediately be returned to Buyer. This paragraph shall survive Closing.
- 10. Amendment to P.U.D., Replat, Survey and Seller's Improvements:** The parties shall work together expeditiously in order to obtain an Amendment to the current P.U.D. and administrative lot split or replat, whichever is necessary, in order to create the parcel as illustrated on Exhibit "A." The parties shall mutually agree in writing on the final dimensions, location and size of the Property prior to the plat being approved and recorded. Should the ultimate size of the Property materially changes, which is not expected, the parties shall work together to consider a reasonable corresponding adjustment of the Purchase Price. Seller shall be responsible for all costs related to the Zoning, P.U.D. amendment and replatting. The cost of an ALTA Survey in the names of both Buyer and Seller shall be split equally between Buyer and Seller, cost to Buyer not to exceed \$5,000. The ALTA Survey shall be completed as soon as practical along with the administrative lot split or replat. Seller shall be responsible for all costs associated with the design, engineering, installation and completion of the streets, storm and sanitary sewer and all utilities (water, sewer, electrical and gas) to the property line, street lighting and other required improvements in accordance with the standards stipulated by the Southport West Architectural Design Site Guidelines, the City of La Vista and Sarpy County ("Seller's Improvements"). Seller shall work diligently in completing all of Seller's Improvements which shall be completed prior to the Closing Date. Notwithstanding the foregoing

and at Buyer's sole option upon its written notice to Seller and Escrow Agent, Buyer may elect to set a Closing Date prior to the completion of Seller's Improvements in order to start construction of Buyer's improvements. If Buyer delivers such notice, the Escrow Agent shall hold back an amount of \$100,000.00 of Seller's proceeds through an escrow agreement agreeable to both parties until the Seller's Improvements are completed as evidenced by Seller's written notice to the Escrow Agent and the parties. Should Seller's Improvements not be completed within ninety (90) days after the Closing Date ("Seller's Improvements Deadline"), Escrow Agent shall deliver Ten Thousand and No/100 Dollars (\$10,000.00) out of such escrow amount directly to Buyer as a penalty for Seller's nonperformance ("Improvements Delay Penalty") starting thirty (30) days after Seller's Improvements Deadline and after each additional thirty (30) day period until the Seller's Improvements are completed. Seller shall provide access to the Property from Westport Parkway and/or the new roads upon the Closing Date for Buyer's commencement of grading, installation of its building foundation etc. Seller shall provide temporary electrical service to the Property at a mutually agreeable location if permanent electrical service is not completed to the Property when necessary for construction of Buyer's Improvements. Notwithstanding the foregoing, if an early Closing Date is elected by Buyer, and due to weather, time of year or anticipated City approval or utility timing a 90-day completion timeframe is not reasonably achievable, Buyer and Seller shall mutually agree in writing on a reasonable Seller's Improvement Deadline in light of such circumstances. This paragraph shall survive Closing.

11. Documents: Within five (5) business days following the Effective Date, Seller or its agent shall deliver to Buyer a copy of all documents in Seller's possession or control that would help Buyer in its review of the Property, including but not limited to, inspection reports, surveys, operating statements, leases and environmental reports.

12. Escrow Closing: Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.

13. State Documentary Tax: The State Documentary Tax on the deed shall be paid by the Seller.

14. Insurance: Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and Seller shall then refund the Deposit to Buyer. Buyer agrees to provide his own hazard insurance and any other necessary coverages upon commencement of its improvements to the Property.

15. Condition of Property: Seller represents to the best of the Seller's knowledge, information and belief, there are no latent defects in the property. Seller agrees to maintain the heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in working condition until delivery of possession.

16. Environmental: Seller represents to the best of Seller's knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto.

17. Inspection: Buyer shall, at its expense and not later than one hundred twenty (120) days after the Effective Date, obtain any and all inspections and reports it may deem necessary or desirable ("Inspection Period"), including, but not limited to, an inspection by one or more qualified experts relating to:

1. Obtaining an amendment to the current Planned Unit Development (P.U.D.) for Buyer's intended use;
2. Review of the Southport West Landowners Association bylaws, as amended;
3. Architectural Design and Site Guidelines for the Southport West Development;
4. Approval from the Southport West Architectural Review Committee;
5. Confirmation the road on the west side of the Property with access to the Property and West Giles Road has been approved by the City of La Vista and all governing bodies.
6. Analysis of the Property to be converted for Buyer's intended use; and
7. The easements, covenants and restrictions which are of record.

To the extent any such items related to necessary governmental approvals cannot be obtained during the Inspection Period, in Inspection Period may be extended for a mutually agreeable reasonable time period for those remaining governmental approval items only. In the event that any such inspections or reports reveal defects which the Buyer deems in its sole judgment and discretion to be unsatisfactory, or if in its sole judgment and discretion it is determined that the cost of remedying any such defects exceeds the amounts reasonably to be anticipated which are of such magnitude that the purchase is no longer financially feasible or desirable to the Buyer, then the Buyer shall give notice of same, in writing, to the Seller on or before the expiration of the Inspection Period and this Agreement shall be null and void and of no legal effect, and the Deposit will promptly be refunded.

18. Assignment of Warranties: Seller agrees to assign all guarantees and warranties in its possession including, but not limited to, roof, and HVAC systems, to Buyer at no cost at closing.

19. Assignment of the Purchase Agreement: Buyer may not assign or transfer all or any portion of its interests, rights or obligations under this Agreement to any other individual, entity or person without the prior written consent thereto by Seller. However, Buyer may, without the consent of Seller, (i) designate one or more affiliates as its nominee or designee to accept title to the Property or portions thereof, or (ii) assign its rights under this Agreement to one or more affiliates of Buyer or an entity formed by the principals of Buyer for the purpose of owning and developing the Property. No assignment by Buyer of its rights under this Agreement shall relieve Buyer of its obligations under this Agreement. No oral representations of any kind shall be binding upon either party unless fully set forth herein or in any such amendment.

20. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before Wednesday, August 13, 2025, at 5:00 o'clock P.M. CST.

21. Agency: The real estate agents involved in this transaction are:

Trenton B. Magid of NA! NP Dodge is agent for Buyer.
William J. Douglas of Berkshire Hathaway Homeservices is agent for Seller.

22. Broker Compensation: Seller agrees to pay a commission equal to three percent (3.0%) of the Purchase Price at Closing to NAI NP Dodge.

23. License Disclosure: The parties acknowledge William J. Douglas and other members of Southport West 32 LLC, the Seller entity, have Nebraska real estate license

24. Electronic Signatures & Counterpart: This Purchase Agreement may be executed with electronic signatures and/or by e-mail as well as by identical counterparts and will be deemed to be an original and binding on both parties.

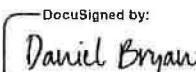
25. Time of Essence. The parties agree that time is an essential element to the performance of their respective obligations hereunder; provided, however, if the final date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the State of Nebraska or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

26. 1031 Exchange Cooperation Provision: Each party acknowledges that the other party may buy, sell, and/or exchange the real estate in like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986 and the Regulations issued there under. The non-exchanging party shall cooperate with exchanging party in effectuating such exchange, provided the same is at no cost, expense or liability to the non-exchanging party. The exchanging party shall be entitled to assign its rights under this Agreement to a "qualified intermediary" which assignment shall not relieve the exchanging party of its obligations under this Agreement.

27. Development Monument Signage: The parties acknowledge Seller is currently the owner of approximately 32 acres of land which includes Lots 1, 2 and 3, Southport West, La Vista, Nebraska ("Development Area") and Seller, as the master developer, is in the process of creating a mixed-use development. If Seller or its related entity installs a monument or other sign for the Development Area near Interstate 80, Buyer and its successors shall be allowed a portion of such sign on all sides (if it has signage on multiple sides) if the sign has static panels on it. If the sign also has video board(s), Buyer or its successors shall be allowed to have its signage as part of the rotation of signs of users within the Development Area. Seller shall determine the sign specifications, location and the actual costs associated with the construction, installation, maintenance and operation of the sign. Once the estimated costs of the signage are delivered to Buyer, unless Buyer opts to not be part of such signage in writing to Seller within fourteen (14) days of receipt, Buyer or its successors shall participate in such costs based on a predetermined percentage of Buyer's signage time based on a mutually-agreeable written agreement between the parties. The Section shall survive Closing.

Buyer:

Smart Slides Omaha LLC, a North Dakota limited liability company or Assigns

By: 
Daniel Bryant
Managing Member

ADDRESS: 1102 76th Avenue S, Fargo, ND 58104-8030

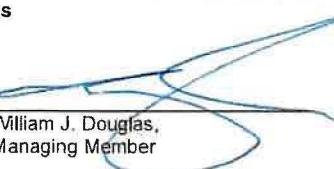
ACCEPTANCE

 AUGUST 11th, 2025

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

Seller:

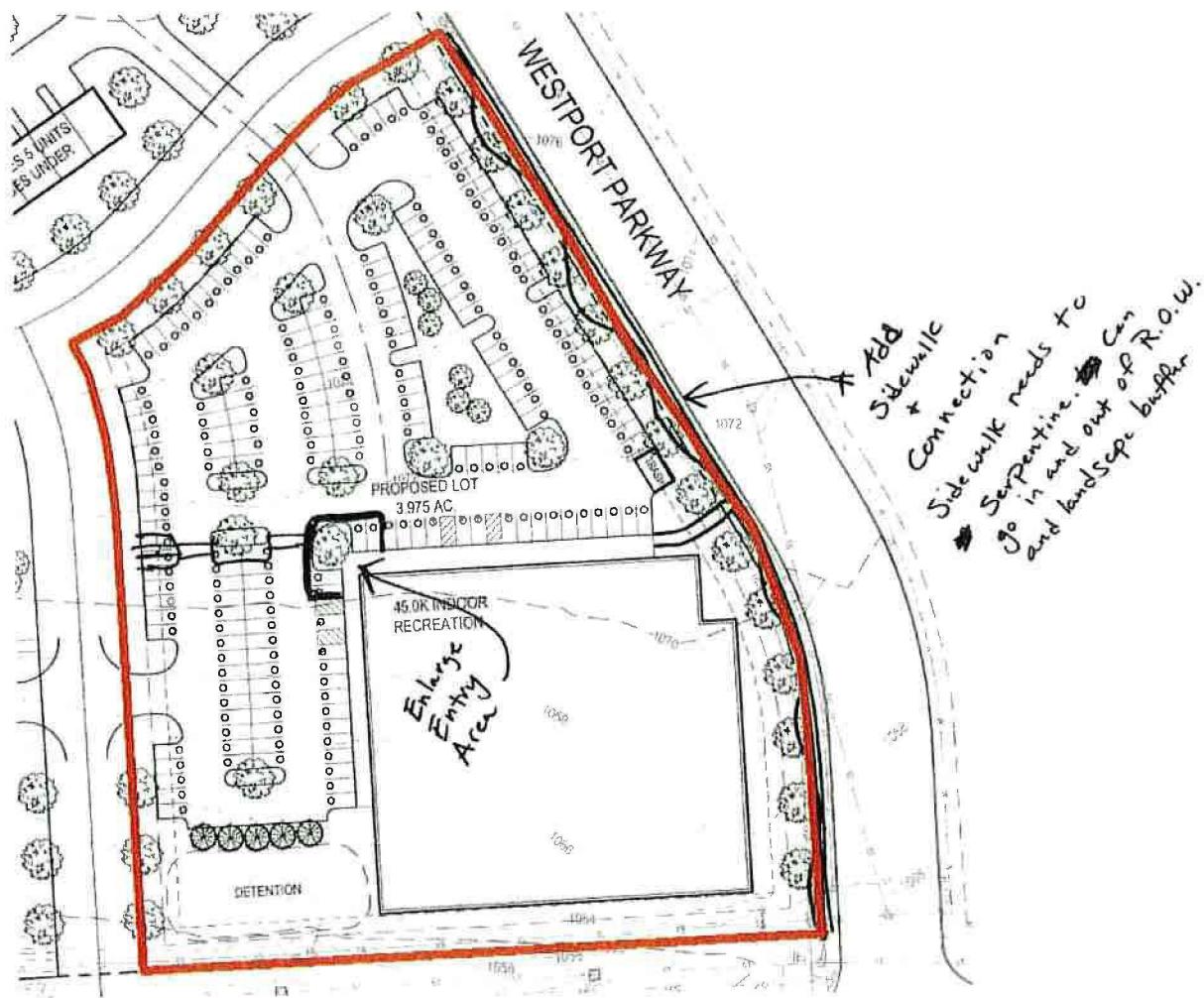
Southport West 32 LLC, a Nebraska limited liability company or Assigns

By: 
William J. Douglas,
Managing Member

ADDRESS: 21008 Cumberland Drive, Suite 106, Elkhorn NE 68022

EXHIBIT "A"

THE PROPERTY



NOTE: This Exhibit illustrates the location and size of the Property only and not the building and improvements. However, the final dimensions of the Property will be in accordance with the terms of this Purchase Agreement.



November 4, 2025

Kyle Vohl
E & A Consulting Group, Inc.
10909 Mill Valley Rd, Suite 100
Omaha, NE 68154

RE: Planned Unit Development, Preliminary Plat, and Final Plat – 2nd Review
Southport West Replat 10

Mr. Vohl,

We have reviewed the revised documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Zoning Ordinance and Subdivision Regulations, the City has provided additional comments noted within this letter. Please note that the format of this letter is based on the response letter provided within the resubmittal dated October 3, 2025.

Planned Unit Development Site Plan Amendment:

1. With the anticipated timeline for the PUD approval possibly culminating with a final approval sometime in January, please adjust the construction timeline accordingly. Also, please add general timelines for the construction of the developments on Lots 1 and 2.
2. Acknowledged.
3. Acknowledged.
4. Acknowledged.
5. City will await the updated TIA after the release of the updated MAPA data. The review will need to be completed prior to review by Planning Commission.
6. The Paving Exhibit Sheet appears to show the typical sections of S 127th St and Portside Parkway (50' wide ROW, 5' sidewalks 6.5' behind curb on both sides). Please show the typical cross-section of S 129th Plaza as to convey the side slopes/benches outside of the back of curb on both sides.

Construction of the connection from the end of Street A at the property line to the internal road on Lot 3 Southport West Replat 5 is required to be completed by the adjoining property owner at the time of development. Discussions need to be conducted with the adjoining property owner about the design of this connection in order to ensure the proper design and alignment of the improvements.

7. The Papillion Fire Reviewer requests the addition of fire hydrants to the PUD plan set to complete her review of the documents.
8. Acknowledged.

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

9. Acknowledged.
10. Acknowledged.
11. Acknowledged.
12. Details regarding the maintenance of the proposed roundabout will need to be provided within the Subdivision Agreement. City crews will need to be able to provide maintenance operations in a safe and efficient manner, and therefore, a portion of the roundabout within right-of-way will need to be maintained by the applicant. Review and approval of the provisions within the subdivision agreement will need to be completed prior to approval of the agreement by City Council.
13. It appears that the western sidewalk connection to the property to the north lines up with an existing trash enclosure. Additionally, consideration needs to be made for sidewalk connections across Portside Parkway between S 127th Street and S 129th Plaza. Staff recommends a mid-block connection that avoids vehicle turning movements and provides a safe route for pedestrians to navigate from the multi-family development to the commercial development. Please investigate if a mid-block crossing can be designed to MUTCD standards and included.
14. The City is finalizing amendments to the Southport West PUD Ordinance, including the Southport West Design Guidelines. A draft of the amended Guidelines was recently presented to the Planning Commission and City Council for discussion purposes. Both the Commission and the Council noted a need for access to recreational amenities if the City were to allow residential uses in Southport West. The revised PUD plan set is currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the review of the most recent plan set has been completed. However, resubmittals to address the comments of this letter should not wait for comments from the Design Review Architect prior to resubmitting.

As noted previously, separate design review processes will be required for each building phase at the time of development. Building and landscaping design for each phase will be reviewed in relation to each specific building/addition. Please note that the PUD plan set is currently being reviewed against the existing design guidelines. Changes may be needed at the building phase due to the changes in the Southport West Design Guidelines as adopted through this process.
15. As noted in the previous review letter, staff is drafting potential amendments to the Southport West PUD Ordinance that would allow for the uses within the area depicted as Lot 2 of Southport West Replat 10. A final version of these amendments will be provided in the near future.
16. The PUD plan set now depicts structure heights for each parcel in a tabular format. However, the heights of the two different structure types on the proposed Lot 2 of the development should be broken out separately.
17. Acknowledged.
18. No response necessary.
19. Received.

Preliminary Plat:

1. Acknowledged. Preference is to have existing easements released concurrent with the time of replatting in order to ensure there are no encumbrance issues on the replatted lots.
2. Acknowledged. Understanding further coordinating with the NDOT is ongoing.
3. Acknowledged. USACE coordination is likely disrupted due to the ongoing federal lapse in funding appropriations. The review will need to be completed prior to review by Planning Commission.
4. Acknowledged. City is anticipating further coordination/work to modify the access to ¾. The review will need to be completed prior to review by Planning Commission. Proposed interim improvements will need to be proposed.
5. Acknowledged. Wetlands Delineation to be submitted by the applicant at a future date. The review will need to be completed prior to City Council review.
6. City Staff is awaiting the draft Subdivision Agreement from the applicant. The review will need to be completed prior to review by City Council.
7. Please confirm erosion control measures are adequate for a site of this magnitude. Additional BMPs may be warranted to ensure silt remains onsite.
8. Acknowledged. City will await updated TIA after release of updated MAPA data. Review will need to be completed prior to review by Planning Commission.
9. Section 3.03.20.4 – A complete Post Construction Storm Water Management Plan (PCSMP), inclusive of a Maintenance Agreement, will be required prior to the issuance of a building permit.
10. Please include posted speed limit (assumed to be 25 MPH).
11. Details regarding the maintenance of the proposed roundabout will need to be provided within the Subdivision Agreement. City crews will need to be able to provide maintenance operations in a safe and efficient manner, and therefore, a portion of the roundabout within right-of-way will need to be maintained by the applicant. Review and approval of the provisions within the subdivision agreement will need to be completed prior to review of the agreement by City Council.
12. Acknowledged.
13. Acknowledged. Review of the Geotechnical Report will need to be completed prior to the issuance of a grading permit and/or construction of public improvements.
14. Acknowledged.
15. Please provide a cross-section of the private, S 129th Plaza. The cross-section shows the typical through proposed ROW portion of the project, assumed to be S 127th Street and/or Portside Plaza. The review will need to be completed prior to review by Planning Commission.
16. City Staff are awaiting the draft Subdivision Agreement from the applicant. The review will need to be completed prior to review by City Council.
17. Correction noted.

18. Acknowledged.
19. Please provide all applicable proposed traffic control devices and/or striping with the roadway network. Please confirm the roundabout signage is consistent with the current addition of the MUTCD. The review will need to be completed prior to review by Planning Commission.
20. Acknowledged.
21. Please provide clearly labeled existing utility information, inclusive of sanitary sewers, storm sewers, and/or other private utilities as necessary to ensure proper deposition of the proposed utilities within the plat. Also, confirm stormwater ditch conveyances along the south end of the project.
22. Please confirm the maintenance responsibilities of the basin located in proposed Outlot A.
23. Acknowledged.
24. No response necessary.
25. Acknowledged.
26. No response necessary.
27. Acknowledged. Hydrant spacing, disposition, and applicable performance provisions will need to be confirmed prior to the issuance of a building permit.
28. Correction noted.

Final Plat:

1. The Sarpy County Surveyor's office has notified the City that they have no further comments.
2. Acknowledged. Please provide Title Search once completed. Documents will need to be reviewed prior to review by the Planning Commission.
3. The block for the approval of lending institutions per Section 10.10 has not been added.
4. Section 3.05. – Please provide a copy of any private restrictions or covenants affecting the subdivision or any part thereof, if applicable.

General:

Please note that the subdivision agreement for the proposed development will provide statements that require the issuance of a building permit for the proposed entertainment venue prior to the issuance of building permits related to the multi-family development.

Please submit revised electronic copies (paper copies are not necessary) of the PUD Site Plan map set, the plat, and related documents to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted in this review have been sufficiently addressed.

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

Thank you,



Christopher Solberg, AICP
Deputy Community Development Director

cc:

Kyle Haase, E & A Consulting Group, Inc.
Willie Douglas, Southport West 32 LLC
Bruce Fountain, Community Development Director
Pat Dowse, City Engineer
Tom McKeon, City Attorney

November 11, 2025

Mr. Chris Solberg
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

RE: Southport West Replat 10 – PUD Design Review Letter #2

Dear Chris:

This letter shall provide recommendations and/or corrections for the Applicant's resubmittal containing drawings received on 10/21/2025. For tracking purposes, I have noted deficiencies in the submittal package below, and where appropriate, the corresponding requirements outlined in the Southport West Design Guidelines.

General:

1. The following drawings were submitted:
 - a. 1 of 3 - PUD Site Plan
 - b. 2 of 3 - PUD Emergency Vehicle Plan
 - c. 3 of 3 - PUD Landscaping Plan
2. Additional reviews regarding landscaping will take place at the time of Design Review Submission for each building within this PUD with regard to specific requirements regarding the softening of areas around dumpster enclosures, screening of utilities, screening of mechanical equipment, etc.
3. Berming is noted as part of enlarged details. Berming is required in this district but will be reviewed as part of the Design Review for each building project.

Drawings:

1. Landscaping
 - a. Trees are not shown on the Landscape Plan along I-80 but the Exterior Property Line Plantings Detail indicates trees. Trees are required along the I-80. Please revise the Landscape Plan to add these trees.
 - b. Per 6.I.B, green spaces along Interstate I-80 and West Giles Road shall be bermed and landscaped per the City of LaVista's Gateway Corridor landscape requirements. The Gateway Corridor landscape requirements reference compliance with the City of LaVista Zoning Ordinance. Section 7.17.03.02 of the City of LaVista Zoning Ordinance requires one tree for every forty lineal feet. Giles Road has 2,133 lineal feet of frontage and 54 trees are required. I-80 has 1,112 lineal feet of frontage and 28 trees are required. Tree Species shall be selected from Exhibit C of the Southport West Guidelines. Please revise.

Please notify the Applicant of the review comments above and request clarification and/or resubmittal as the case may be. Please remind the Applicant to properly date all resubmittals.

Dan Kermes, AIA, NCARB
Principal
Executive Manager, Architecture
Commercial Market Leader
Sincerely,



THE SCHEMMER ASSOCIATES, INC.

Sincerely,

dkermes@schemmer.com
(402) 431-6377 direct

Please feel free to contact me regarding additional clarifications or questions.



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Rd, Ste 100 | Omaha, NE 68154
402.895.4700
eacg.com

December 2, 2025

Chris Solberg, Deputy Director
City of La Vista, Nebraska
8116 Park View Boulevard
La Vista, NE 68128

RE: Southport West Replat 10 – Preliminary Plat, Final Plat, and PUD Amendment Resubmittal
E&A File: 2000.030.171

Dear Chris,

On behalf of our client, Southport West 32, LLC, we hereby submit the above referenced project. This submittal is in response to the November 10, 2025, City of La Vista Initial Review Letter. All documents included in this submittal are listed on the attached transmittal. To provide better context to the latest round of comments, included in this submittal lists each comment dating back to the first round of City comments. The original comment is from the City letter dated September 11, the first E&A response is in *blue* from our October 6 resubmittal, then the City response from November 10 is in *red*, and finally the responses in *green* represent our current responses. Any City comment from November 10 that lists some version of Acknowledged or noted is considered complete at this point and E&A did not response to that comment.

Planned Unit Development Site Plan Amendment:

1. Section 5.15.04.01 – Please submit a schedule of construction for further review.

E&A Response: Below is our proposed schedule of construction for the public infrastructure:

Mass Grading – Fall 2025 into Spring 2026 (Entire Site)

Sanitary – Spring 2026

Storm – Spring 2026

Paving – Summer 2026

Water and Gas - Fall 2026

Power – Fall 2026

La Vista Response: With the anticipated timeline for the PUD approval possibly culminating with a final approval sometime in January, please adjust the construction timeline accordingly. Also, please add general timelines for the construction of the developments on Lots 1 and 2.

E&A Response:

- *The proposed public infrastructure would slightly adjust if final approvals happen in early to mid Q1 2026. See below.*

Mass Grading – Spring 2026 (Entire Site)

Sanitary – Summer 2026

Storm and Paving – Late Summer 2026

Water and Gas - Fall 2026

Power – Late Fall 2026

- *The lot level construction timeline for Lots 1 and 2 would begin likely in late 2026. Building permit plans would be submitted in Q3 of 2026.*

2. Section 5.15.04.02 – If the development is proposed to be constructed in phases, assurances will need to be made at the onset regarding the public improvements and/or shared improvements as to ensure performance. Such assurances will be required through the subdivision agreement.

E&A Response: Understood. The public improvements of the proposed development will be constructed in a single phase. We will work with the City staff regarding adding assurances in the subdivision agreement.

La Vista Response: Acknowledged.

3. Section 5.15.04.02 – If the project is phased, the site will need to be accessible from public and/or private roads that are adequate to carry the traffic imposed on them and provide suitable emergency vehicle access until all phases have been completed.

E&A Response: The public improvements of the proposed development will be constructed in a single phase.

La Vista Response: Acknowledged.

4. Section 5.15.04.03 – Please provide the proposed financial disposition of the public improvements, including proposed bond, escrow, or other financial arrangements ensuring the design, construction and/or maintenance of the proposed public improvements in case of project abandonment.

E&A Response: The project is being funded privately. We will work with City staff regarding an acceptable financial disposition such as a bond.

La Vista Response: Acknowledged.

5. Section 5.15.04.04 – The draft Traffic Impact Analysis is currently in review by the City's third-party reviewer. Additional comments may be forthcoming regarding this review.

E&A Response: The third-party comments on the Traffic Impact Analysis on September 23, 2025. Based on those comments, the TIA needs to include the latest data from the Metropolitan Area Planning Agency (MAPA). To our knowledge, the MAPA data will not be released until later this year, at which time E&A will provide an updated TIA.

La Vista Response: City will await the updated TIA after the release of the updated MAPA data. The review will need to be completed prior to review by Planning Commission.

E&A Response: Included with this submittal is an updated TIA based on the latest MAPA data.

6. Section 5.15.04.04 and 5.15.04.05 – Please elaborate on the connection of proposed Street A (as identified in the Street Profiles Exhibit) to Lot 3 Southport West Replat 5. It would appear that proposed Street A is to be considered a public road, however, traffic is being sent onto private property. This will likely be problematic with traffic flow, and with snow/ice maintenance of proposed Street A. Further discussion, in general, is necessary regarding whether the roads within the development remain private or are dedicated to the public.

Construction of the connection from the end of Street A at the property line to the internal road on Lot 3 Southport West Replat 5 is required to be completed by the adjoining property owner at the time of development. Discussions need to be conducted with the adjoining property owner about the design of this connection in order to ensure the proper design and alignment of the improvements.

E&A Response: The north leg of the roundabout connection to Lot 3 Southport West Replat 5 has been converted to a private access road. The development team will continue to work with City staff and the adjacent property owner regarding the connection and design elements.

La Vista Response: The Paving Exhibit Sheet appears to show the typical sections of S 127th St and Portside Parkway (50' wide ROW, 5' sidewalks 6.5' behind curb on both sides). Please show the typical cross-section of S 129th Plaza as to convey the side slopes/benches outside of the back of curb on both sides.

Construction of the connection from the end of Street A at the property line to the internal road on Lot 3 Southport West Replat 5 is required to be completed by the adjoining property owner at the time of development. Discussions need to be conducted with the adjoining property owner about the design of this connection in order to ensure the proper design and alignment of the improvements.

E&A Response: Provided with this resubmittal is an updated Paving Exhibit and Street Profiles to show S 129th Plaza.

7. Section 5.15.04.05 – The PUD Plan Set is being reviewed by the Papillion Fire Reviewer. Additional comments from that review may be forthcoming.

E&A Response: Understood. We will review and update their comments once provided.

La Vista Response: The Papillion Fire Reviewer requests the addition of fire hydrants to the PUD plan set to complete her review of the documents.

E&A Response: Fire Hydrant locations have been added to the PUD Emergency Vehicle Plan. Final locations will be determined with Permit Plans.

8. Section 5.15.04.06 – Please confirm if the entire area proposed for the Planned Unit Development is under single ownership.

E&A Response: The PUD amendment related to Lots 1 through 3, Southport West, is owned by a single owner. The deed of the property has been provided with this submittal.

La Vista Response: Acknowledged.

9. Section 5.15.04.08 – Adequate parking shall be provided for each building and use. For the multi-family buildings, including the townhomes, this requirement is 1 stall per bedroom. The PUD site plan demonstrates the multi-family property meeting this requirement. Regarding Lots 1, 3, and 4 and the proposed commercial developments on those properties, the Southport West PUD Ordinance requires a ratio of 4.5 off-street parking spaces per 1,000 square feet of gross leasable floor area. The proposed development in Lot 1 does not meet this required minimum. However, Lots 3 and 4 have an excess of parking above this required minimum. In order to accommodate the required parking for Lot 1, staff propose a cross-parking and access easement over the commercial properties, which will satisfy the requirement through the PUD. Such additional parking on Lot 4 would need to be constructed along the development on Lot 1 in order to supply the minimum parking required.

E&A Response: A Cross Parking Easement note has been added to the Plat and the PUD Site Plan.

La Vista Response: Acknowledged.

10. Section 5.15.04.10 – As depicted within Article 2 of the Zoning Ordinance, the property along Westport Parkway is considered a Front Yard. Also the northern lot line is considered a Side Yard. Setback deviations can be authorized as per Section 8B of the Southport West PUD Ordinance. However, allowances need to be requested with adequate reasoning and depicted within the PUD Site Plan map set.

E&A Response: The setback notes have been updated on the PUD Site Plan, and a waiver is being requested to reduce the front yard setback along Westport Parkway. This reduction, for Lot One and the building's placement, is intended to improve pedestrian access to the building from both Portside Parkway and Westport Parkway.

La Vista Response: Acknowledged.

11. Section 5.15.04.11 – Maximum lot coverage varies based on the proposed use (60% for commercial, 40% for residential). Please revise the site note on PUD Site Plan accordingly.

E&A Response: The note has been added to the PUD Site Plan.

La Vista Response: Acknowledged.

12. Section 5.15.04.13 – Please provide any provisions for the maintenance and care of common areas as are reasonably necessary to ensure the continuity, care, conservation, and maintenance, and to ensure remedial measures will be available to City Council if said common areas fall into deterioration.

E&A Response: Understood. We will work with City staff regarding acceptable language to address maintenance and care of the common areas. The developer is planning to establish an Association for maintenance.

La Vista Response: Details regarding the maintenance of the proposed roundabout will need to be provided within the Subdivision Agreement. City crews will need to be able to provide maintenance operations in a safe and efficient manner, and therefore, a portion of the roundabout within right-of-way will need to be maintained by the applicant. Review and approval of the provisions within the subdivision agreement will need to be completed prior to approval of the agreement by City Council.

E&A Response: Understood. We will work with City staff regarding including language of the maintenance of the roundabout in the subdivision agreement. We would defer to the City to supply the 1st round of language.

13. Section 5.15.04.16 and 5.15.05.02 Subsection 4 – Ensure pedestrian walkways for internal circulation and connections to the perimeter sidewalk are adequate. No sidewalk connections are depicted from the front doors of the townhomes to the sidewalks within the development. Likewise, connections from the apartment buildings to the sidewalks within the rest of the development lack sufficient connectivity. Additionally, a sidewalk connection from the development to the north lot line between the apartment buildings has been removed since the last preliminary version of this site plan. This connection needs to be added back in, in addition to the necessary internal sidewalk connectivity on Lot 2 for the multi-family and townhome development, and a central connection from the multi-family development to the commercial development to the south.

Pedestrian connectivity as a whole needs to be reviewed in relation to the policies set forth within the Comprehensive Plan, the 2022 Land Use Plan Update, and the Active Mobility Plan.

E&A Response: Additional sidewalks and connectivity have been added to the PUD Site Plan.

La Vista Response: It appears that the western sidewalk connection to the property to the north lines up with an existing trash enclosure. Additionally, consideration needs to be made for sidewalk connections across Portside Parkway between S 127th Street and S 129th Plaza. Staff recommends a mid-block connection that avoids vehicle turning movements and provides a safe route for pedestrians to navigate from the multi-family development to the commercial development. Please investigate if a mid-block crossing can be designed to MUTCD standards and included.

E&A Response: An additional sidewalk connection has been included mid-block at the Clubhouse.

14. Section 5.15.04.18-22 – The City is considering amendments to the Southport West PUD Ordinance, including the Southport West Design Guidelines. A draft of the amended Guidelines will be presented to the Planning Commission on September 18th for discussion purposes only.

The overall site and landscape plans are currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the initial review has been completed. However, resubmittals to address the comments of this letter should not wait for comments from the Design Review Architect prior to resubmitting.

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

E&A Response: Understood. We received comments from Dan Kerns with Schemmer Associates, Inc. on September 24. Those comments and responses are listed at the end of this letter. (See Page 9)

La Vista Response: The City is finalizing amendments to the Southport West PUD Ordinance, including the Southport West Design Guidelines. A draft of the amended Guidelines was recently presented to the Planning Commission and City Council for discussion purposes. Both the Commission and the Council noted a need for access to recreational amenities if the City were to allow residential uses in Southport West.

The revised PUD plan set is currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the review of the most recent plan set has been completed. However, resubmittals to address the comments of this letter should not wait for comments from the Design Review Architect prior to resubmitting.

As noted previously, separate design review processes will be required for each building phase at the time of development. Building and landscaping design for each phase will be reviewed in relation to each specific building/addition. Please note that the PUD plan set is currently being reviewed against the existing design guidelines. Changes may be needed at the building phase due to the changes in the Southport West Design Guidelines as adopted through this process.

E&A Response: Understood. We will continue to work with City staff regarding any additional comments provided to us from the City's Design Review Architect.

15. Section 5.15.05.01 – Townhouses and multiple-family dwellings are not allowed within the underlying C-3 Highway Commercial/Office Park District. For the use to be allowed within the proposed area, an amendment to the Southport West PUD Ordinance will need to be prepared to allow for the uses. This amendment will need to be approved by the City Council prior to the approval of the PUD Site Plan Amendment, Preliminary Plat, or Final Plat. All staff recommendations reports will note this as a recommended contingency of any approval.

Staff is drafting potential amendments to the Southport West PUD Ordinance that would allow for the uses within the area depicted as Lot 2 of Southport West Replat 10. A draft of these amendments will be provided when the proposed changes have been completed and reviewed internally.

E&A Response: Understood.

La Vista Response: As noted in the previous review letter, staff is drafting potential amendments to the Southport West PUD Ordinance that would allow for the uses within the area depicted as Lot 2 of Southport West Replat 10. A final version of these amendments will be provided in the near future.

E&A Response: Understood. We will wait for the final version when it becomes available.

16. Section 5.15.05.02 Subsection 2 – The proposed height of each structure needs to be provided on the site plan. Please be aware that developments on this property will require FAA approval prior to issuance of a building permit due to proximity to the Millard Airport.

E&A Response: Understood. We are in the preliminary stages of coordination with the FAA. However, due to the federal shutdown, responses have been delayed. The building heights are included in the Site Plan table and also in the elevations.

La Vista Response: The PUD plan set now depicts structure heights for each parcel in a tabular format. However, the heights of the two different structure types on the proposed Lot 2 of the development should be broken out separately.

E&A Response: The building elevations include all heights. The Table on the PUD Site Plan has been updated to include the heights of each building as well.

17. Section 5.15.05.02 Subsection 3 – Although a dumpster enclosure is depicted for the development on Lot 1 Southport West Replat 10, no other dumpster enclosures are depicted within the PUD Site Plan map set. Please add sufficient enclosures to handle the waste anticipated. Additionally, please propose an alternative location for the dumpster enclosure on Lot 1 to ensure that it is not located along Westport Parkway.

Response: Dumpster locations for each lot have been provided on the PUD Site Plan, and the enclosure location has been moved on Lot 1 away from Westport Parkway.

La Vista Response: Acknowledged.

18. General Comment – This development will abide by the Southport West PUD Ordinance (as revised) and the design guidelines adopted therein.

Response: Understood.

La Vista Response: No response necessary.

19. General Comment – Please provide proof of an agreement between the developer and the entertainment venue to be developed as shown on Lot 1.

E&A Response: Included with this submittal is a copy of the agreement with the Lot 1 user.

La Vista Response: Received.

Preliminary Plat:

1. Section 3.03.10 – Side and rear lot easement for Lots 1, 2, and 3 Southport West will need to be released prior to the recording of the final plat for Southport West Replat 10.

E&A Response: Based on previous requests with the utility companies, each utility company will wait to release its rights until after Replat 10 has been filed with the County. We will work with each company to get their release as quickly as possible.

La Vista Response: Acknowledged. Preference is to have existing easements released concurrent with the time of replatting in order to ensure there are no encumbrance issues on the replatted lots.

E&A Response: Agreed. We will work with the proper utility companies to release their rights as quickly as possible post plat recording.

2. Section 3.03.10 – Confirm the uses and signage for the proposed Lot 3 Southport West Replat 10 do not conflict with the Control of Outdoor Advertising Easement to the State of Nebraska.

E&A Response: The easement only restricts the usage of outdoor advertising signage. NDOT allows signage for specific users within the development. We will work with NDOT as specific user signage is developed.

La Vista Response: Acknowledged. Understanding further coordinating with the NDOT is ongoing.

3. Section 3.03.10, Section 3.03.11 – As stated in your Engineer's Submittal Letter, confirm the Permanent Drainage and Wetlands Mitigation Easement in the southwest corner of Lot 3 Replat 10 can be released.

E&A Response: We are working with the proper agencies to get formal confirmation. However, due to the Federal Government shutdown, receiving a response might be slightly delayed.

La Vista Response: Acknowledged. USACE coordination is likely disrupted due to the ongoing federal lapse in funding appropriations. The review will need to be completed prior to review by Planning Commission.

4. Section 3.03.10 – The intersection of proposed Street C and West Giles Road notes the Unrestricted Full Access Easement, which is proposed to be modified per the submitted draft Traffic Impact Analysis. This easement will need to be modified to state that access is to be limited.

E&A Response: We will work with both the City of La Vista and Sarpy County regarding modifying the easement. The original easement dedication was only applied to the plat with no separate document recording or notice of who controls the restriction.

La Vista Response: Acknowledged. City is anticipating further coordination/work to modify the access to ¾. The review will need to be completed prior to review by Planning Commission. Proposed interim improvements will need to be proposed.

E&A Response: Understood. We will continue to coordinate with City staff regarding the interim improvements.

5. Section 3.03.11 – Per the draft Drainage Report, the Applicant Engineer is to complete a full wetlands delineation. Please provide a copy of said delineation once completed.

E&A Response: Understood. We are working on completing a full wetlands delineation and will provide it once completed.

La Vista Response: Acknowledged. Wetlands Delineation to be submitted by the applicant at a future date. The review will need to be completed prior to City Council review.

E&A Response: The completed Wetland Delineation has been included in this submittal.

6. Section 3.03.15 – Please provide itemized cost estimates for infrastructure improvements with proposed allocations for costs between sources of funding. Include a draft Subdivision Agreement with provisions of stormwater fees, sewer connections fees, and cost shares of public and/or private improvements. Staff will provide a template for this agreement.

E&A Response: Included with this submittal is a cost estimate for the infrastructure improvements.

La Vista Response: City Staff is awaiting the draft Subdivision Agreement from the applicant. The review will need to be completed prior to review by City Council.

E&A Response: Understood. We are working on completing the draft agreement.

7. Section 3.03.16 – Please provide a copy of the erosion control plan.

E&A Response: Included with the resubmittal is the erosion control plan.

La Vista Response: Please confirm erosion control measures are adequate for a site of this magnitude. Additional BMPs may be warranted to ensure silt remains onsite.

E&A Response: Additional erosion control BMP's will be added/evaluated in conjunction with the mass grading design for the development.

8. Section 3.03.19 – The Traffic Impact Analysis is being reviewed by the City's 3rd Party Reviewer.

Additional comments from that review may be forthcoming.

E&A Response: The third-party comments on the Traffic Impact Analysis on September 23, 2025. Based on those comments, the TIA needs to include the latest data from the Metropolitan Area Planning Agency (MAPA). To our knowledge, the MAPA data will not be released until later this year, at which time E&A will provide an updated TIA.

La Vista Response: Acknowledged. City will await updated TIA after release of updated MAPA data. Review will need to be completed prior to review by Planning Commission.

E&A Response: Included with this submittal is the draft TIA with the updated MAPA data.

9. Section 3.03.20.4 – A complete Post Construction Storm Water Management Plan (PCSMP), inclusive of a Maintenance Agreement, will be required prior to the issuance of a building permit.

E&A Response: Understood. A maintenance agreement will be recorded as soon as the PCMSMP has been approved by the City and the plat has been recorded.

La Vista Response: Section 3.03.20.4 – A complete Post Construction Storm Water Management Plan (PCSMP), inclusive of a Maintenance Agreement, will be required prior to the issuance of a building permit.

E&A Response: Understood.

10. General – Street Profile Sheets – Please provide the design speed for the proposed Street Profiles.

E&A Response: The profiles have been updated to include the design speed.

La Vista Response: Please include posted speed limit (assumed to be 25 MPH).

E&A Response: 25 MPH design speed added to the profile sheets.

11. Section 4.09 and Section 4.13 – Street Profile Sheet 1 of 3 – Proposed Street A appears to head into a private roadway in Lot 3 Southport West Replat 5. If proposed Street A is proposed as a public street, there will likely need to be a cul-de-sac or other means to ensure operations and maintenance, such as snow and ice removal, or other means to ensure safe, efficient, and legal means of maintenance.

E&A Response: The north leg of the roundabout has been converted to a private drive. In its place is an access easement reserved for the adjacent lots and Lot 3, Southport West Replat 5.

La Vista Response: Details regarding the maintenance of the proposed roundabout will need to be provided within the Subdivision Agreement. City crews will need to be able to provide maintenance operations in a safe and efficient manner, and therefore, a portion of the roundabout within right-of-way will need to be maintained by the applicant. Review and approval of the provisions within the subdivision agreement will need to be completed prior to review of the agreement by City Council.

E&A Response: Understood. We will continue to work with City staff regarding including language of the maintenance of the roundabout in the subdivision agreement. We would defer to the City to supply the 1st round of language.

12. Section 4.09 – Street Profile Sheet 1 of 3 – the west and south legs of the roundabout appear to transition for public right of way to the private lots with tight geometry that would make maintenance operations, such as snow and ice removal, prohibitive to the Public Works Department. The Subdivision Agreement will need to detail/delineate the maintenance limits of the City and the Applicant.

E&A Response: A Roundabout Exhibit has been included with this submittal.

La Vista Response: Acknowledged.

13. General – Street Profile Sheet 2 of 3 – Proposed Street A appears to have an approximately 20+ vertical feet of fill. Please provide the Geotechnical Report, inclusive of any settlement and/or surcharge recommendations.

E&A Response: The Geotechnical Report will be completed before mass grading and the design of the public improvements.

La Vista Response: Acknowledged. Review of the Geotechnical Report will need to be completed prior to the issuance of a grading permit and/or construction of public improvements.

E&A Response: Understood

14. General – Street Profile Sheet 2 of 3 – Proposed Street C shows an ultimate profile near STA18+32.00 of a potential fill of nearly 5.5 feet. Please provide the reference profile of West Giles Road to estimate said grade raise. In the ultimate profile, how will drainage and/or fill of approximately 5.5 be accounted for into the edge of ROW? Are retaining walls anticipated along Street A and/or West Giles Road?

E&A Response: Giles Road Ultimate Plan and Profile has been provided with this submittal. This development sits higher than the existing Giles Road. We do not anticipate the need for retaining walls.

La Vista Response: Acknowledged.

15. General – Paving Exhibit Sheet – Please provide a typical cross section, inclusive of pavement thickness, cross slope, area of prepared subgrade, sidewalks, ROW lines, and/or any other pertinent information.

E&A Response: 25' Street and ROW typical section has been added to the Paving Exhibit.

La Vista Response: Please provide a cross-section of the private, S 129th Plaza. The cross-section shows the typical through proposed ROW portion of the project, assumed to be S 127th Street and/or Portside Plaza. The review will need to be completed prior to review by Planning Commission.

E&A Response: A typical street section for S 129th Plaza has been added to the Paving Exhibit.

16. General, Paving Exhibit Sheet – Please provide design speed, geometry, details and or other pertinent measurement details within the roundabout as to ascertain operational and maintenance characteristics of the roundabout.

E&A Response: A Roundabout Exhibit has been provided with this submittal.

La Vista Response: City Staff are awaiting the draft Subdivision Agreement from the applicant. The review will need to be completed prior to review by City Council.

E&A Response: Understood.

17. Section 4.02 – Paving Exhibit Sheet – Per Section 4.24 of the Subdivision Regulations, Commercial land uses shall have an 8-inch minimum paving thickness.

E&A Response: Paving thickness has been updated.

La Vista Response: Correction noted.

18. Section 4.02 – Paving Exhibit Sheet – Confirm the 6" concrete apron thickness is consistent with Commercial land uses.

E&A Response: Concrete apron thickness has been updated to 8" to match the roundabout paving thickness.

La Vista Response: Acknowledged.

19. General – Paving Exhibit Sheet – Please provide signage/traffic control proposed in advance and/or within the roundabout.

E&A Response: Roundabout signage has been included on the Roundabout Exhibit.

La Vista Response: Please provide all applicable proposed traffic control devices and/or striping with the roadway network. Please confirm the roundabout signage is consistent with the current addition of the MUTCD. The review will need to be completed prior to review by Planning Commission.

E&A Response: Traffic control signage for the development has been added to Paving Exhibit and signage has been updated on the roundabout to conform to the MUTCD.

20. General – Paving Exhibit Sheet – There appears to be a raised channelized median in the west leg of the proposed Street B and Westport Parkway intersection. Please provide striping, geometry, and/or measurements to ascertain the west leg of the intersection, and how it relates to the east leg of the intersection.

E&A Response: The median has been eliminated.

La Vista Response: Acknowledged.

21. Section 3.07.07, Section 4.18, and Section 4.19 – Utilities Exhibit – Existing storm sewer and sanitary sewer in the vicinity and/or are proposed to be points of connection are not shown on the exhibit. Please include.

E&A Response: Existing infrastructure adjacent to the project is shown.

La Vista Response: Please provide clearly labeled existing utility information, inclusive of sanitary sewers, storm sewers, and/or other private utilities as necessary to ensure proper deposition of the proposed utilities within the plat. Also, confirm stormwater ditch conveyances along the south end of the project.

E&A Response: Additional labels added to the existing utilities that the proposed development will connect/discharge to. Ditch conveyance calculations have been added to the drainage study.

22. Section 4.18 – Utilities Exhibit, PCSMP Exhibit – PCSMP Draft Plan proposes three (3) Basin PCSMP BMPs that will likely act as regional detention for multiple lots. Please elaborate on the disposition of the basins, and who will be responsible for the upkeep and maintenance of the basins into perpetuity. These items, likely held as common area maintenance items, will need to be provisioned in the Subdivision Agreement.

E&A Response: Lots 1 and 3 will be served by a private basin shown on the exhibits. These basins will be designed with the site improvement plans and will be maintained by the property owner. Lots 2, 4, and the public right-of-way will be served by the basin located in Outlot A.

La Vista Response: Please confirm the maintenance responsibilities of the basin located in proposed Outlot A.

E&A Response: A business association is being formed and will responsible for maintaining the basin Outlot A.

23. Section 4.19 – Utilities Exhibit – The cross pipe to the north of the roundabout proposes a 36" RCP pipe, which likely means the proposed single on-grade inlet in each curb is not adequate in capacity.
E&A Response: This storm sewer was sized to take runoff from the apartments in addition to the runoff in S 129th Plaza. The 36" sizing is being driven by the apartments and not the runoff in the street.
La Vista Response: Acknowledged.

24. Section 4.19 – Utilities Exhibit – The proposed sanitary sewer alignment, deflections, materials, slopes, and serviceability requirements will need to be consistent with the current edition of the City of Omaha Wastewater Collection Systems Design Manual.
E&A Response: Understood.
La Vista Response: No response necessary.

25. Section 4.19 – Utilities Exhibit – Please elaborate on the disposition of the proposed sanitary sewer that connects Proposed Lot 3 to the existing sanitary sewer line that crosses under West Giles Road.
E&A Response: This sewer line is needed to serve Lot 3. Due to the grades on site, the sewer in Portside Parkway will be too high to effectively serve Lot 3.
La Vista Response: Acknowledged.

26. General Comment – Utilities Exhibit – Comments provided by OPPD:

- Owner/developer to discuss with OPPD Utility Coordinator to understand the timeline and design on electrical backbone for the subdivision. No electrical utilities currently exist within lots of property. Please reach out to a Utility Coordinator prior to start of any construction to understand time it will take to install power for future buildings.
- An OPPD 161kV transmission line runs E/W along W. Giles Rd Right-of-Way.

E&A Response: Understood. We will coordinate with OPPD regarding the construction timeline.
La Vista Response: No response necessary.

27. Section 5.05.04 – Fire Hydrant spacing appears to be greater than 450 feet. Please confirm that the hydrant placement is consistent with Metropolitan Utilities District and/or NFPA standards.
E&A Response: Fire hydrant spacing has been updated and we will continue to coordinate with MUD regarding the design.
La Vista Response: Acknowledged. Hydrant spacing, disposition, and applicable performance provisions will need to be confirmed prior to the issuance of a building permit.
E&A Response: Understood.

28. General Comment – PCSMP Exhibit – Dry Detention Basin General Notes – Note 1 – Makes reference to the City of Papillion.
E&A Response: Note 1 updated on the exhibit.
La Vista Response: Correction noted.

Final Plat:

1. The plat documents are being reviewed by the Sarpy County Surveyor's office. Additional comments from that review may be forthcoming.

E&A Response: The final plat has been updated to reflect the comments provided by the Sarpy County Surveyor. We will continue to work with the County Surveyor to address any additional comments he may have.

La Vista Response: The Sarpy County Surveyor's office has notified the City that they have no further comments

E&A Response: Understood.

2. Section 3.05.11 – Please include a notarized dedication signed and acknowledged by all parties having titled interest in or lien upon the land to be subdivided, consenting to the final plat including dedication of parts of the land for streets, easements, and other purposes as per Section 10.01. If there are no mortgage holders, please provide a statement to that effect from a title company.

E&A Response: To our knowledge, there are no mortgage holders on the property. We are working with a title company to provide a statement. Once received, we will provide.

La Vista Response: Acknowledged. Please provide Title Search once completed. Documents will need to be reviewed prior to review by the Planning Commission.

E&A Response: A Title Search has been provided with this submittal that reflects no lending institution has a loan on the property.

3. Section 3.05.018 – Please provide a block for the approval of the lending institutions per section 10.10, if applicable.

E&A Response: Understood.

La Vista Response: The block for the approval of lending institutions per Section 10.10 has not been added.

E&A Response: A Title Search has been provided with this submittal that reflects no lending institution has a loan on the property.

4. Section 3.05 – Please provide a copy of any private restrictions or covenants affecting the subdivision or any part thereof, if applicable.

E&A Response: The applicant is working on a draft covenants of the development. Once the draft document is completed, we will provide a copy to the City for their review.

La Vista Response: Section 3.05. – Please provide a copy of any private restrictions or covenants affecting the subdivision or any part thereof, if applicable.

E&A Response: Provided with this resubmittal is a draft covenants.

If you have any questions regarding the application, please contact me at 402-895-4700.

Sincerely,
E & A Consulting Group, Inc.



Jeff Stoll,
Platting Services Assistant Manager

(This is a legally binding contract. If not understood, seek legal advice.)

UNIFORM COMMERCIAL PURCHASE AGREEMENT

NAI NP Dodge

August 8, 2025

The undersigned Buyer, (whether one or more) agrees to purchase the Property described as follows:

- 1. Address:** A to-be-assigned address on a new parcel of land to be platted from a replat of Lots 1, 2 and 3, Southport West, La Vista, Nebraska.
- 2. Property Description:** An approximately 173,151 sq. ft. (3.975 acres) parcel of land which includes all of Lot 2, Southport West (approximately 2.281 acres), a large portion of Lot 3, Southport West, and a small portion of Lot 1, Southport West, La Vista, Nebraska as illustrated on **Exhibit "A"** and defined within this Purchase Agreement ("Property"). Complete legal description to be on the revised title commitment before closing and the administrative lot split or replat.
- 3. Personal Property:** The only personal property included is as follows: None.
- 4. Conveyance:** Seller represents that it has good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by warranty deed only free and clear of all liens, encumbrances or special taxes levied or assessed, except none, subject to all building and use restrictions, utility easements and covenants of record at closing.
- 5. Assessments:** Seller agrees to pay any assessments for public improvements previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed.
- 6. Purchase Price:** Buyer agrees to pay ¹ [REDACTED] on the following terms: [REDACTED] ("deposit") to be deposited directly at TitleCore National, 8701 West Dodge Road, Suite 150, Omaha, NE 68114, Attn: Beth Bucklin, (402) 934-4174 ("Escrow Agent") within three (3) business days after Seller's acceptance of this Purchase Agreement. In the event of refusal or failure of the Buyer to consummate the purchase, the Seller shall, as its only option and remedy, retain the Deposit as liquidated damages for failure to carry out the agreement of sale. Balance to be paid in immediately available funds at closing of the sale.
- 7. Urban Taxes:** All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of date of closing, and all prior years' taxes, interest, and other charges, if any, will be paid by Seller.
- 8. Conveyance of Title and Closing:** Escrow Agent shall furnish a current title insurance commitment ("Commitment") to Buyer within thirty (30) days following the date this Agreement is fully executed ("Effective Date"). Within thirty (30) days following delivery of the Commitment, Buyer shall notify Seller of any objections to any conditions or title defects ("Defects") in the Commitment. If Defects are timely identified, Seller shall have the option to cure such Defects within thirty (30) days following Buyer's notice ("Cure Period"). If Defects are not cured, or are not in process of being cured in a reasonable timeframe, Buyer may rescind this agreement and the Deposit shall be refunded, or Buyer may accept such Defects as permitted encumbrances. The parties acknowledge the parcel of land which will become the Property is subject to a future recorded replat of the parcels included in Section 1 above; therefore, Buyer reserves the right to submit objections to an updated version of the Commitment after the replat is recorded so long as such objections are submitted within ten (10) days after receipt of such Commitment and Seller shall have the option to cure such Defects within thirty (30) days following Buyer's notice ("Final Cure Period"). Approximate closing date ("Closing Date" or "Closing") to be a mutually agreeable date but no later than ten (10) days after all Seller's Improvements are completed (defined below in Section 10 below), subject to Section 9 below. However, if Seller's Improvements are not completed on or before December 15, 2025, Buyer shall have the option to delay Closing to a mutually-agreeable date but in no event shall such Closing Date be later than the latter of (a) April 25, 2026 or (b) ten (10) days after all Seller's Improvements are completed. Possession shall be delivered at closing. The cost of an Owner's title insurance policy shall be equally divided between Buyer and Seller.
- 9. Zoning & Use:** The parties acknowledge Buyer's intended use of the Property is a Slick City franchise location which qualifies as "indoor recreation" or other use assigned by the City of La Vista which will likely require an amendment to the current Planned Unit Development ("P.U.D.") for Southport West from the City of La Vista Planning Department ("City Planning"). Within ten (10) business days after the Effective Date, Seller shall contact City Planning and determine the necessary process to amend the P.U.D. for the intended use of the Property. If rezoning, zoning amendment and/or a conditional use permit ("C.U.P.") is required (collectively, "Zoning"), in a expeditious manner, Buyer shall assist Seller with any applications and documents requested by City Planning or Seller. If the required Zoning and recorded plat including the lot for the Property are not obtained prior to the Closing Date in accordance with this Agreement, the Closing Date shall be extended to a mutually agreeable date but no later than ten (10) business days after all of the following three (3) items are completed: (1) City Planning has approved and recorded the required Zoning and (2) the recordation of the Amended P.U.D. and (3) the plat which includes the Property is recorded as a separate lot. If such Zoning has not been obtained within one hundred eighty (180) days after the Effective Date, Buyer may cause this Purchase Agreement to be terminated and of no effect at any time thereafter upon delivering written notice to Seller and Escrow Agent and the Deposit shall be immediately be returned to Buyer. This paragraph shall survive Closing.
- 10. Amendment to P.U.D., Replat, Survey and Seller's Improvements:** The parties shall work together expeditiously in order to obtain an Amendment to the current P.U.D. and administrative lot split or replat, whichever is necessary, in order to create the parcel as illustrated on Exhibit "A." The parties shall mutually agree in writing on the final dimensions, location and size of the Property prior to the plat being approved and recorded. Should the ultimate size of the Property materially changes, which is not expected, the parties shall work together to consider a reasonable corresponding adjustment of the Purchase Price. Seller shall be responsible for all costs related to the Zoning, P.U.D. amendment and replatting. The cost of an ALTA Survey in the names of both Buyer and Seller shall be split equally between Buyer and Seller, cost to Buyer not to exceed \$5,000. The ALTA Survey shall be completed as soon as practical along with the administrative lot split or replat. Seller shall be responsible for all costs associated with the design, engineering, installation and completion of the streets, storm and sanitary sewer and all utilities (water, sewer, electrical and gas) to the property line, street lighting and other required improvements in accordance with the standards stipulated by the Southport West Architectural Design Site Guidelines, the City of La Vista and Sarpy County ("Seller's Improvements"). Seller shall work diligently in completing all of Seller's Improvements which shall be completed prior to the Closing Date. Notwithstanding the foregoing

and at Buyer's sole option upon its written notice to Seller and Escrow Agent, Buyer may elect to set a Closing Date prior to the completion of Seller's Improvements in order to start construction of Buyer's improvements. If Buyer delivers such notice, the Escrow Agent shall hold back an amount of \$100,000.00 of Seller's proceeds through an escrow agreement agreeable to both parties until the Seller's Improvements are completed as evidenced by Seller's written notice to the Escrow Agent and the parties. Should Seller's Improvements not be completed within ninety (90) days after the Closing Date ("Seller's Improvements Deadline"), Escrow Agent shall deliver Ten Thousand and No/100 Dollars (\$10,000.00) out of such escrow amount directly to Buyer as a penalty for Seller's nonperformance ("Improvements Delay Penalty") starting thirty (30) days after Seller's Improvements Deadline and after each additional thirty (30) day period until the Seller's Improvements are completed. Seller shall provide access to the Property from Westport Parkway and/or the new roads upon the Closing Date for Buyer's commencement of grading, installation of its building foundation etc. Seller shall provide temporary electrical service to the Property at a mutually agreeable location if permanent electrical service is not completed to the Property when necessary for construction of Buyer's Improvements. Notwithstanding the foregoing, if an early Closing Date is elected by Buyer, and due to weather, time of year or anticipated City approval or utility timing a 90-day completion timeframe is not reasonably achievable, Buyer and Seller shall mutually agree in writing on a reasonable Seller's Improvement Deadline in light of such circumstances. This paragraph shall survive Closing.

11. Documents: Within five (5) business days following the Effective Date, Seller or its agent shall deliver to Buyer a copy of all documents in Seller's possession or control that would help Buyer in its review of the Property, including but not limited to, inspection reports, surveys, operating statements, leases and environmental reports.

12. Escrow Closing: Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.

13. State Documentary Tax: The State Documentary Tax on the deed shall be paid by the Seller.

14. Insurance: Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and Seller shall then refund the Deposit to Buyer. Buyer agrees to provide his own hazard insurance and any other necessary coverages upon commencement of its improvements to the Property.

15. Condition of Property: Seller represents to the best of the Seller's knowledge, information and belief, there are no latent defects in the property. Seller agrees to maintain the heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in working condition until delivery of possession.

16. Environmental: Seller represents to the best of Seller's knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto.

17. Inspection: Buyer shall, at its expense and not later than one hundred twenty (120) days after the Effective Date, obtain any and all inspections and reports it may deem necessary or desirable ("Inspection Period"), including, but not limited to, an inspection by one or more qualified experts relating to:

1. Obtaining an amendment to the current Planned Unit Development (P.U.D.) for Buyer's intended use;
2. Review of the Southport West Landowners Association bylaws, as amended;
3. Architectural Design and Site Guidelines for the Southport West Development;
4. Approval from the Southport West Architectural Review Committee;
5. Confirmation the road on the west side of the Property with access to the Property and West Giles Road has been approved by the City of La Vista and all governing bodies.
6. Analysis of the Property to be converted for Buyer's intended use; and
7. The easements, covenants and restrictions which are of record.

To the extent any such items related to necessary governmental approvals cannot be obtained during the Inspection Period, in Inspection Period may be extended for a mutually agreeable reasonable time period for those remaining governmental approval items only. In the event that any such inspections or reports reveal defects which the Buyer deems in its sole judgment and discretion to be unsatisfactory, or if in its sole judgment and discretion it is determined that the cost of remedying any such defects exceeds the amounts reasonably to be anticipated which are of such magnitude that the purchase is no longer financially feasible or desirable to the Buyer, then the Buyer shall give notice of same, in writing, to the Seller on or before the expiration of the Inspection Period and this Agreement shall be null and void and of no legal effect, and the Deposit will promptly be refunded.

18. Assignment of Warranties: Seller agrees to assign all guarantees and warranties in its possession including, but not limited to, roof, and HVAC systems, to Buyer at no cost at closing.

19. Assignment of the Purchase Agreement: Buyer may not assign or transfer all or any portion of its interests, rights or obligations under this Agreement to any other individual, entity or person without the prior written consent thereto by Seller. However, Buyer may, without the consent of Seller, (i) designate one or more affiliates as its nominee or designee to accept title to the Property or portions thereof, or (ii) assign its rights under this Agreement to one or more affiliates of Buyer or an entity formed by the principals of Buyer for the purpose of owning and developing the Property. No assignment by Buyer of its rights under this Agreement shall relieve Buyer of its obligations under this Agreement. No oral representations of any kind shall be binding upon either party unless fully set forth herein or in any such amendment.

20. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before Wednesday, August 13, 2025, at 5:00 o'clock P.M. CST.

21. Agency: The real estate agents involved in this transaction are:

Trenton B. Magid of NA! NP Dodge is agent for Buyer.
William J. Douglas of Berkshire Hathaway Homeservices is agent for Seller.

22. Broker Compensation: Seller agrees to pay a commission equal to three percent (3.0%) of the Purchase Price at Closing to NAI NP Dodge.

23. License Disclosure: The parties acknowledge William J. Douglas and other members of Southport West 32 LLC, the Seller entity, have Nebraska real estate license

24. Electronic Signatures & Counterpart: This Purchase Agreement may be executed with electronic signatures and/or by e-mail as well as by identical counterparts and will be deemed to be an original and binding on both parties.

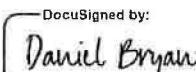
25. Time of Essence. The parties agree that time is an essential element to the performance of their respective obligations hereunder; provided, however, if the final date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the State of Nebraska or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

26. 1031 Exchange Cooperation Provision: Each party acknowledges that the other party may buy, sell, and/or exchange the real estate in like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986 and the Regulations issued there under. The non-exchanging party shall cooperate with exchanging party in effectuating such exchange, provided the same is at no cost, expense or liability to the non-exchanging party. The exchanging party shall be entitled to assign its rights under this Agreement to a "qualified intermediary" which assignment shall not relieve the exchanging party of its obligations under this Agreement.

27. Development Monument Signage: The parties acknowledge Seller is currently the owner of approximately 32 acres of land which includes Lots 1, 2 and 3, Southport West, La Vista, Nebraska ("Development Area") and Seller, as the master developer, is in the process of creating a mixed-use development. If Seller or its related entity installs a monument or other sign for the Development Area near Interstate 80, Buyer and its successors shall be allowed a portion of such sign on all sides (if it has signage on multiple sides) if the sign has static panels on it. If the sign also has video board(s), Buyer or its successors shall be allowed to have its signage as part of the rotation of signs of users within the Development Area. Seller shall determine the sign specifications, location and the actual costs associated with the construction, installation, maintenance and operation of the sign. Once the estimated costs of the signage are delivered to Buyer, unless Buyer opts to not be part of such signage in writing to Seller within fourteen (14) days of receipt, Buyer or its successors shall participate in such costs based on a predetermined percentage of Buyer's signage time based on a mutually-agreeable written agreement between the parties. The Section shall survive Closing.

Buyer:

Smart Slides Omaha LLC, a North Dakota limited liability company or Assigns

By: 
Daniel Bryant
Managing Member

ADDRESS: 1102 76th Avenue S, Fargo, ND 58104-8030

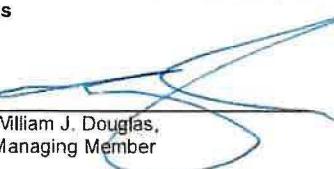
ACCEPTANCE

 AUGUST 11th, 2025

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

Seller:

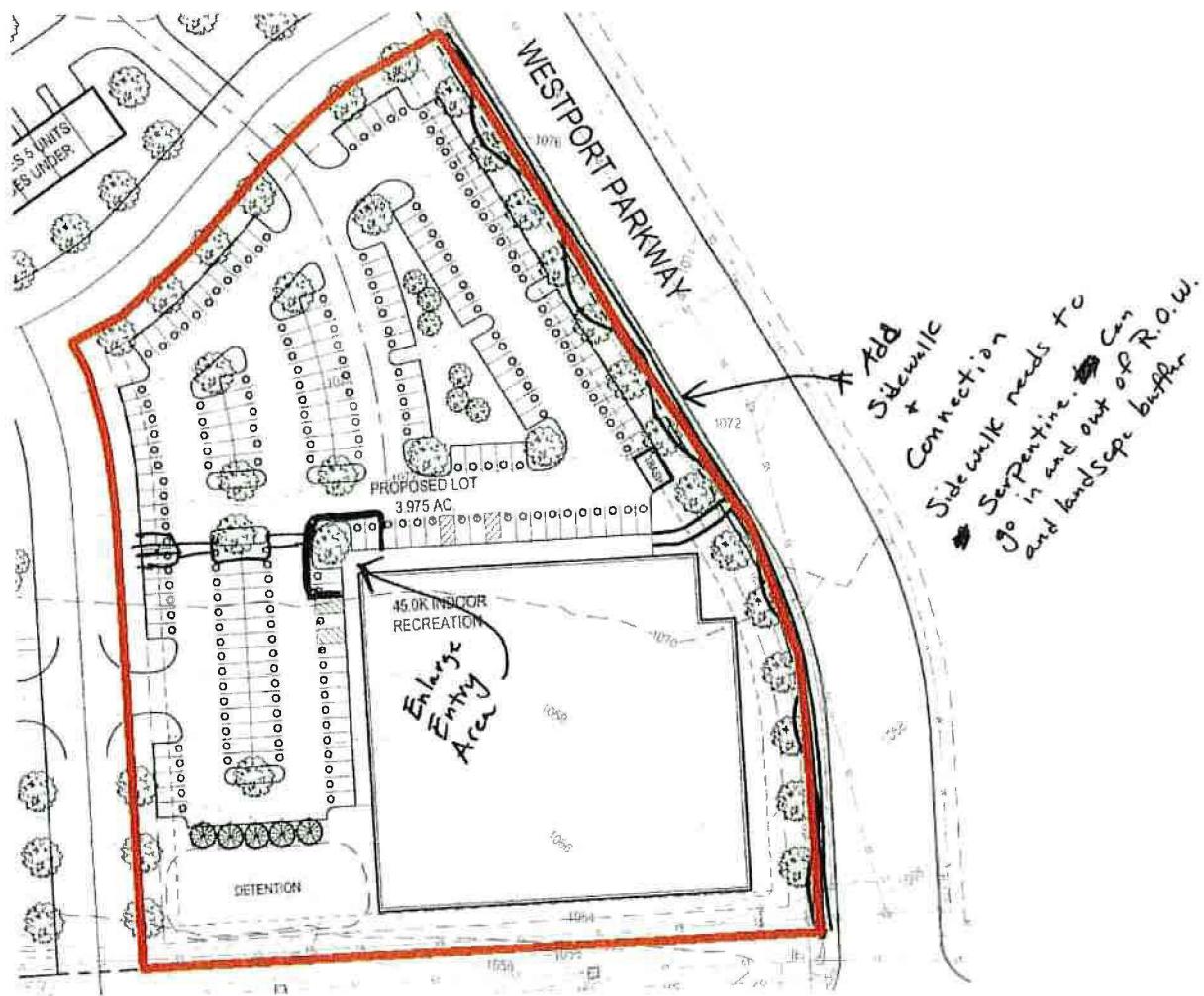
Southport West 32 LLC, a Nebraska limited liability company or Assigns

By: 
William J. Douglas,
Managing Member

ADDRESS: 21008 Cumberland Drive, Suite 106, Elkhorn NE 68022

EXHIBIT "A"

THE PROPERTY



NOTE: This Exhibit illustrates the location and size of the Property only and not the building and improvements. However, the final dimensions of the Property will be in accordance with the terms of this Purchase Agreement.



December 31, 2025

Kyle Vohl
E & A Consulting Group, Inc.
10909 Mill Valley Rd, Suite 100
Omaha, NE 68154

RE: Planned Unit Development, Preliminary Plat, and Final Plat – 3rd Review
Southport West Replat 10

Mr. Vohl,

We have reviewed the revised documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Zoning Ordinance and Subdivision Regulations, the City has provided additional comments noted within this letter. Please note that due to the limited number of remaining issues, the comments within this review directly refer to those issues that remain. All review responses refer to comments as numbered within the letter provided within the resubmittal dated December 2, 2025.

Planned Unit Development Site Plan Amendment:

1. Comment #5: Comments from the City in response to the TIA were sent to the applicant on 12/22/25. The applicant's Engineer is working with Sarpy County Public Works to obtain traffic data for the intersection of 132nd Street and West Giles Road, in regard to a proposed intersection improvement project on behalf of Sarpy County. Traffic data is anticipated to be provided by mid-January. Data and further analysis of the updated TIS will need to be completed before off-site improvements can be finalized. As the TIA currently stands, there will be intersection improvements to the intersection of 126th Street and West Giles Road, inclusive of signalization, to which the applicant will be responsible for the cost share of the improvements with the City of La Vista. Costs, schedule, and/or other particulars will need to be finalized prior to City Council review of the subdivision agreement.
2. Comment #12: Attached is a ROUGH DRAFT of the maintenance exhibit in terms of the snow maintenance of the proposed roundabout at the intersection of 127th Plaza and Portside Parkway. Example language for the Subdivision Agreement, currently labeled as Article 13, Roundabout Maintenance, will need to incorporate a maintenance exhibit (potentially labeled Exhibit F), and clearly define the north, west, and south legs of the roundabout within public ROW will be maintained by the Developer as per the Common Area Maintenance Agreement, or as provisioned by the individual lots within the Covenants and/or Subdivision Agreement.

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

3. Comment #14: Attached is the third review letter from the City's Design Review Architect (DRA). Upon further discussion with the DRA, City Staff has compiled a redlined version of the landscaping plan that is included for review.

As a reminder, City Staff will enforce Landscape Note #7. Rock is not an acceptable substitution.

4. Comment #15: The draft of potential amendments to the Southport West PUD Ordinance was provided to SRE on December 16, 2025. The draft ordinance will be added to the same agendas for Planning Commission and City Council review as the PUD Site Plan Amendment and the Preliminary Plat.

Preliminary Plat:

1. Comment #3: Please provide an update as to the potential release and/or status of the Permanent Drainage and Wetlands Easement in the southwest corner of proposed Lot 3, Replat 10.
2. Comment #4: Interim improvements to the intersection of West Giles Road and proposed 127th Street will need to be included in the cost estimates and Subdivision Agreement, as well as all other offsite public improvements as required by the completed TIS. The City will continue to coordinate with the Applicant's engineer as the Subdivision Agreement is finalized.
3. Comment #6: Item is still outstanding; the Applicant's Engineer is working with the City to finalize provisions of the Subdivision Agreement.
4. Comment #8: See previous comments regarding the updated TIA.
5. Comments #9: The Preliminary Drainage Report suggests drainage for drainage basins in Outlot A and proposed Lot 1, Replat 10, route drainage to the existing dual 5'x4' concrete box culvert crossing of West Giles Road to the west of proposed 127th Street. However, the invert elevations, slopes and/or existing configuration of the concrete box culvert are not defined on the Utilities Exhibit. Please confirm within the drainage report that there is no net runoff increase in the pre-development and post-development conditions of the site impact points for the 2 Year, 10 Year, and 100 Year storm events, and confirm adequate capacity with the existing dual 5' x 4' concrete box culvert. Also, confirm the 100-Year flow paths within the development project to confirm adequate capacity for conveyance.
6. Comment #11: See previous comments regarding roundabout maintenance.
7. Comment #21: Please see previous comments regarding the preliminary Drainage Report. Please confirm positive drainage and size of the preliminarily proposed sanitary sewer system. Conceptually,

8. the sanitary sewer system appears to flow positive, but confirmation as to the proposed point of connection, invert elevations, and/or slopes would be beneficial to ensure connections provide proper flow characteristics.
9. Comment #26: Please provide an updated timeline for OPPD, if available.

Final Plat:

1. Comment #4: It appears that the Covenants are in draft form, to be further revised. Covenants will need to be completed prior to Subdivision Agreement approval.

General:

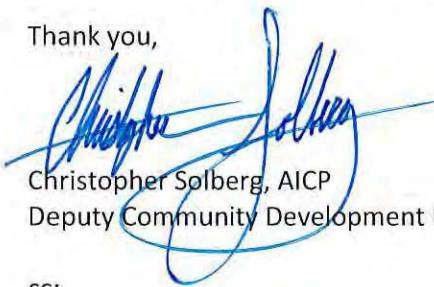
The draft subdivision agreement is currently under review by City staff. A redlined copy of the draft subdivision agreement will be provided once the review has been completed. However, the review cannot be completed without the draft exhibits to the agreement. At this time, we have not received the draft exhibits to the agreement. This will slow the review of the agreement and can have an impact on the approval timeline for the Final Plat and Subdivision Agreement.

Please remember that the draft PUD Ordinance needs to be reviewed by the Southport West Owners Association prior to the consideration of the amendments by City Council.

Please submit revised electronic copies (paper copies are not necessary) of the PUD Site Plan map set, the plat, and related documents to the City by Monday, January 5th, for the preparation of Planning Commission packets. The PUD Site Plan Amendment and Preliminary Plat applications have been scheduled to be on the Planning Commission agenda for their January 8th meeting. Please have someone in attendance at that meeting to present the applications to the Commission and to answer questions as necessary. If you have any questions regarding these comments, please feel free to contact me at any time.

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:

Kyle Haase, E & A Consulting Group, Inc.
Willie Douglas, Southport West 32 LLC
Bruce Fountain, Community Development Director
Pat Dowse, City Engineer
Tom McKeon, City Attorney

Christopher Solberg

From: Kyle Vohl <kvohl@eacg.com>
Sent: Monday, December 29, 2025 8:26 AM
To: John Diediker; Pat Dowse
Cc: Jeff Stoll
Subject: [EXT]FW: 132nd and Giles Traffic Information Request

John and Pat,

Sarpy County is working with FHU on an updated traffic study for 132nd and Giles per the email below. With FHU reviewing our Southport Traffic Study, they have the projected trip information for our Southport project. E&A will follow-up with FHU and await their findings.

Sincerely,

Kyle G. Vohl, PE
E & A Consulting Group, Inc.
402.895.4700 (o) • 402.506.5039 (d)

From: Neal Sellers <nsellers@sarpy.gov>
Sent: Monday, December 29, 2025 8:14 AM
To: Kyle Vohl <kvohl@eacg.com>
Cc: Gregg Nisotis <Nisotisg@sarpy.gov>; Zachary Hergenrader <zhergenrader@sarpy.gov>
Subject: RE: 132nd and Giles Traffic Information Request

CAUTION - External Email

Hi Kyle,

We are currently working with FHU on an updated traffic study and signal designs for the intersections at 132nd and Giles. We anticipate a mid-January progress meeting, and I can send over the requested information after that.

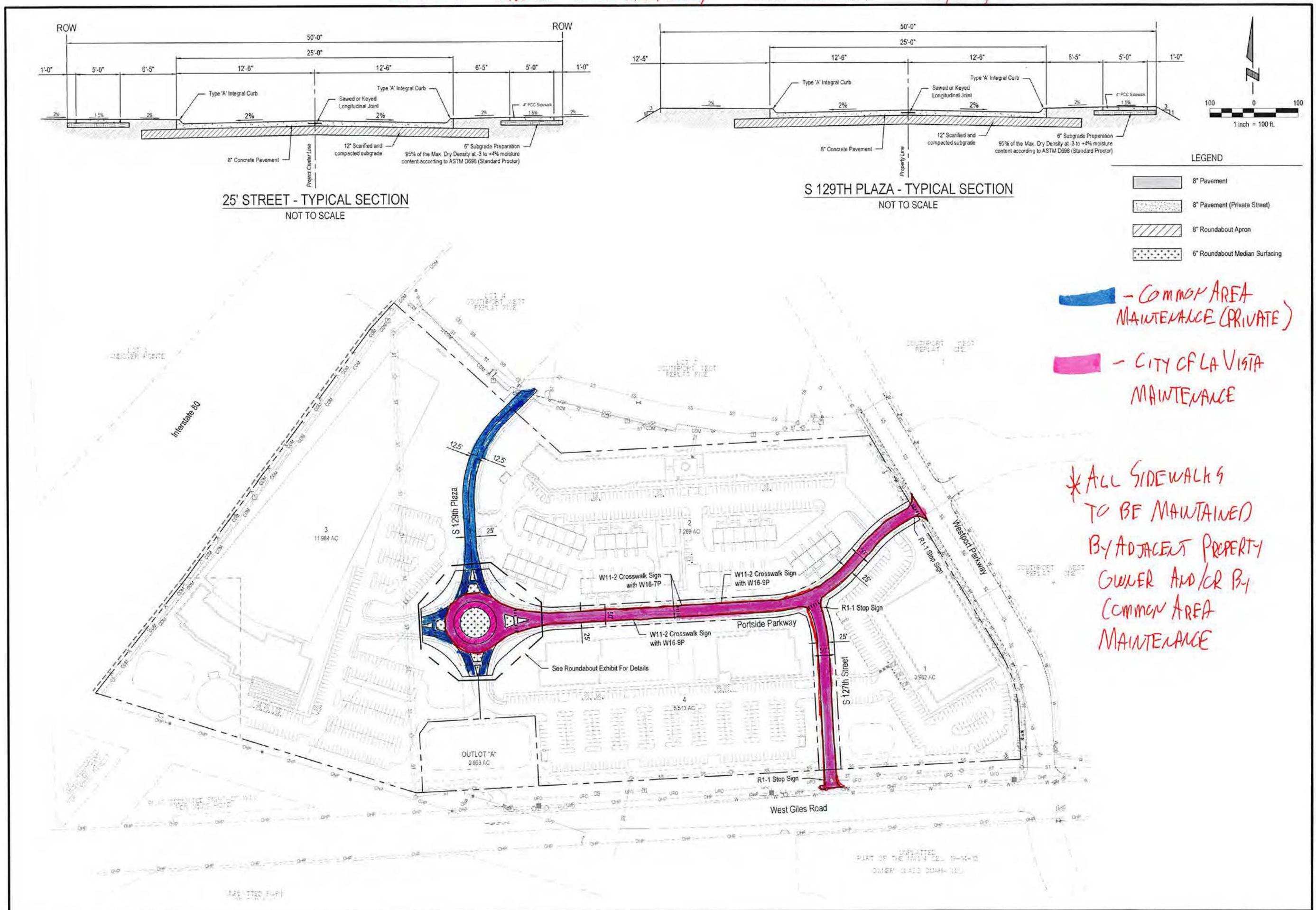
Thanks

Neal Sellers
Project Manager
Sarpy County Public Works
(402) 537-6907
Nsellers@sarpy.gov
<https://www.connectsarpy.com/>

From: Gregg Nisotis <Nisotisg@sarpy.gov>
Sent: Wednesday, December 24, 2025 9:54 AM
To: Neal Sellers <nsellers@sarpy.gov>
Subject: FW: 132nd and Giles Traffic Information Request

From: Kyle Vohl <kvohl@eacg.com>
Sent: Wednesday, December 24, 2025 9:52 AM

PACIFIED SNOW OPERATIONS RESPONSIBILITIES - 12/29/25



E & A CONSULTING GROUP, INC.			
Engineering • Planning • Environmental & Field Services			
10309 Mill Valley Road, Suite 100 • Omaha, NE 68154			
Phone: 402 985-4700 • Fax: 402 985-3599			
www.eaginc.com			
State of NE Certificate of Authorization #CA0008			

December 9, 2025

Mr. Chris Solberg
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

RE: Southport West Replat 10 – PUD Design Review Letter #3

Dear Chris:

This letter shall provide recommendations and/or corrections for the Applicant's resubmittal containing drawings received on 12/5/2025. For tracking purposes, I have noted deficiencies in the submittal package below, and where appropriate, the corresponding requirements outlined in the Southport West Design Guidelines.

General:

1. The following drawings were submitted:
 - a. 1 of 3 - PUD Site Plan
 - b. 2 of 3 - PUD Emergency Vehicle Plan
 - c. 3 of 3 - PUD Landscaping Plan
2. Additional reviews regarding landscaping will take place at the time of Design Review Submission for each building within this PUD with regard to specific requirements regarding the softening of areas around dumpster enclosures, screening of utilities, screening of mechanical equipment, etc.
3. Berming is noted as part of enlarged details. Berming is required in this district but will be reviewed as part of the Design Review for each building project.

Drawings:

1. Landscaping
 - a. Trees are not shown on the Landscape Plan along I-80 but the Exterior Property Line Plantings Detail indicates trees. Trees are required along the I-80. Please revise the Landscape Plan to add these trees.
 - b. Per 6.I.B, green spaces along Interstate I-80 shall be bermed and landscaped per the City of LaVista's Gateway Corridor landscape requirements. The Gateway Corridor landscape requirements reference compliance with the City of LaVista Zoning Ordinance. Section 7.17.03.02 of the City of LaVista Zoning Ordinance requires one tree for every forty lineal feet. I-80 has 1,112 lineal feet of frontage and 28 trees are required. Tree Species shall be selected from Exhibit C of the Southport West Guidelines. Please revise.

Please notify the Applicant of the review comments above and request clarification and/or resubmittal as the case may be. Please remind the Applicant to properly date all resubmittals.

Commercial Market Leader
Executive Manager, Architecture
Principal
Dan Kermes, AIA, NCARB



THE SCHEMMER ASSOCIATES, INC.

Sincerely,

dkermes@schemmer.com
(402) 431-6377 direct

Please feel free to contact me regarding additional clarifications or questions.



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

TECHNICAL MEMORANDUM

To: Kyle Vohl, P.E.
Cc:
From: John Diediker, P.E., PTOE, RSP1
Re: Southport Development
Preliminary TIS
La Vista, NE
E&A Project: P2000.030.171
Date: December 1, 2025

INTRODUCTION

The Southport development is located in the northwest quadrant of 126th Street/Westport Parkway in La Vista, NE. This parcel falls within the jurisdiction of the City of La Vista. The current site includes 192 multi-family dwelling units, a dog park, a multi-level driving range, an indoor slide park, a restaurant, and brewery.

This technical memorandum provides baseline recommendations for review to begin the planning process as MAPA finishes an update to the Long-Range Transportation Plan (LRTP). This memo outlines expected improvements anticipated, but may altered based on changes to the fiscally constrained model published for the public by MAPA.

EXISTING

Turning movement counts (TMC) were collected on Tuesday, July 22, 2025 at the intersections of 126th Street/Westport Parkway & W Giles Road and Westport Parkway & Portside Parkway. Current geometrics and traffic control were collected and analyzed in the latest version of Synchro 11.

Multiple movements at the stop-controlled intersection of 126th Street/Westport Parkway & W Giles Road operate LOS E and LOS F in the AM, MD, and PM peak hours. All movements at the intersection of Westport Parkway & Portside Park operate at LOS B or better in all three peak hours.

SIGNAL WARRANTS

Traffic signal warrant evaluations were conducted to determine the need for signalization at 126th Street/Westport Parkway & W Giles Road. The Manual of Uniform Traffic Control Devices, 11th Edition (MUTCD) provides nine signal warrants for evaluation of signalization at intersections. Signalization is warranted based on a complete review of traffic volume information including pedestrians, crash experience, and traffic progression. The intersections were evaluated for Warrant 1 (Eight-Hour Vehicular Volume), Warrant 2 (Four-Hour Vehicular Volume), and Warrant 3 (Peak Hour Vehicular Volume).

While analyzing for signal warrants, not all movements benefit from signalization as much from signalization on the minor street as others. To account for this, right-turn vehicles off the minor street approach were reduced by 100 percent for evaluation. Additionally, the MUTCD allows for the major left-turn to be used as the minor street and the opposing movements (only one approach opposite of the major left-turn) as the major street. The intersection does not satisfy traffic signal warrants for the existing conditions.

Warrant	Existing			Existing (EBL Minor)		
	1 (8-Hr)	2 (4-Hr)	3 (Peak)	1 (8-Hr)	2 (4-Hr)	3 (Peak)
126th/Westport & W Giles	No	No	No	No	No	No

BACKGROUND CONDITIONS

The background 2050 conditions were evaluated for comparison purposes. This provides a baseline analysis. The recent update to the MAPA LRTP was released. Analysis is based on the latest release, which a previous version of this study was not.

Signal warrants for the 2050 Background conditions were analyzed for 126th Street/Westport parkway & Giles Road, as outlined previously. The intersection is anticipated to satisfy traffic signal warrants for the 2050 conditions.

Warrant	2050 Background			2050 Background (EBL Minor)		
	1 (8-Hr)	2 (4-Hr)	3 (Peak)	1 (8-Hr)	2 (4-Hr)	3 (Peak)
126th/Westport & W Giles	No	No	No	No	Yes	No

Based on the capacity analysis, the signalized intersection of 126th Street/Westport Parkway & W Giles Road is anticipated to operate at LOS B or better in both peak hours and individual movements are anticipated to operate at LOS C or better in both peak hours.

SITE

Access to the site is anticipated to utilize three new drives: Drive 1 off W Giles Road (which currently has a westbound right-turn lane that is built deadheading into the site) which will operate as right-in-right-out, Drive 2 which is the west leg of Westport Parkway & Portside Parkway, and Drive 3 which will internally connect to the site to the north.

The Institute of Transportation Engineers (ITE) provides methods for estimating traffic volumes of common land uses in the Trip Generation Manual (11th Edition). The site is expected to generate 6,319 daily trips, 328 AM peak hour trips and 611 PM peak hour trips.

For trip distribution, Drive 3 internal connection was assumed to not have vehicle trips through the adjacent property for conservative analysis.

EXISTING PLUS SITE

Signal warrants for the Existing plus Site conditions were analyzed for 126th Street/Westport parkway & Giles Road, as outlined previously. The intersection is anticipated to satisfy traffic signal warrants for the Existing plus Site conditions.

Warrant	Existing plus Site			Existing plus Site (EBL Minor)		
	1 (8-Hr)	2 (4-Hr)	3 (Peak)	1 (8-Hr)	2 (4-Hr)	3 (Peak)
126th/Westport & W Giles	No	No	No	No	Yes	No

Based on the capacity analysis, the signalized intersection of 126th Street/Westport Parkway & W Giles Road is anticipated to operate at LOS B or better in both peak hours and individual movements are anticipated to operate at LOS C or better in both peak hours.

2050 PLUS SITE

Based on the capacity analysis, the signalized intersection of 126th Street/Westport Parkway & W Giles Road is anticipated to operate at LOS B or better in both peak hours and individual movements are anticipated to operate at LOS C or better in both peak hours. Exceptions include the westbound left-turn movement at the intersection of Westport Parkway & Portside Parkway which is anticipated to operate at LOS E in the PM peak hour.

RECOMMENDATIONS

Based on the analysis the following improvements are recommended.

Existing conditions:

No improvements were identified.

2050 Background conditions:

126th Street/Westport Parkway & W Giles Road

- Construct traffic signal.
- Construct a northbound left-turn lane.

Existing plus Site conditions:

Drive 1 & W Giles Road

- Construct north leg.
 - Place STOP sign on southbound approach.
- Construct median to restrict southbound movement to right-out and remove existing eastbound left-turn lane.

Westport Parkway & Portside Parkway

- Construct west leg.
 - Place Stop sign on eastbound approach.
- Construct an eastbound left-turn lane.

126th Street/Westport Parkway & W Giles Road

- Construct traffic signal.
- Construct a northbound left-turn lane.

Internal

- Construct internal connection to parcel to the north.

2050 plus Site conditions:

No improvements in addition to other previous conditions were identified.

ATTACHMENTS

Exhibit "A" – Traffic Figures

Figure 1

La Vista, Nebraska
Vicinity Map

NTS



LEGEND

 Site of Proposed Development

 Study Intersection

Figure 2

Existing Conditions
Peak Hour Volumes

NTS

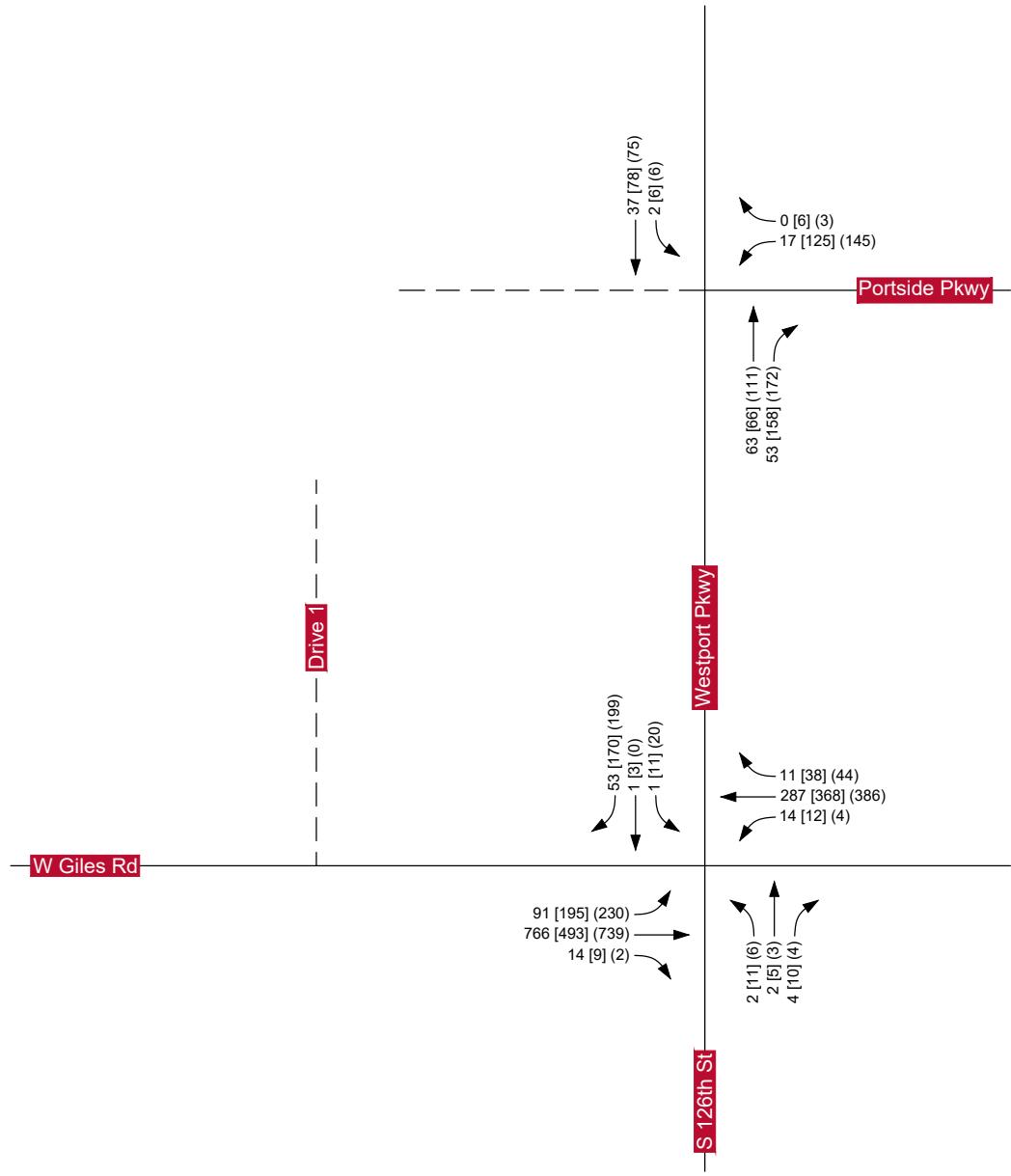
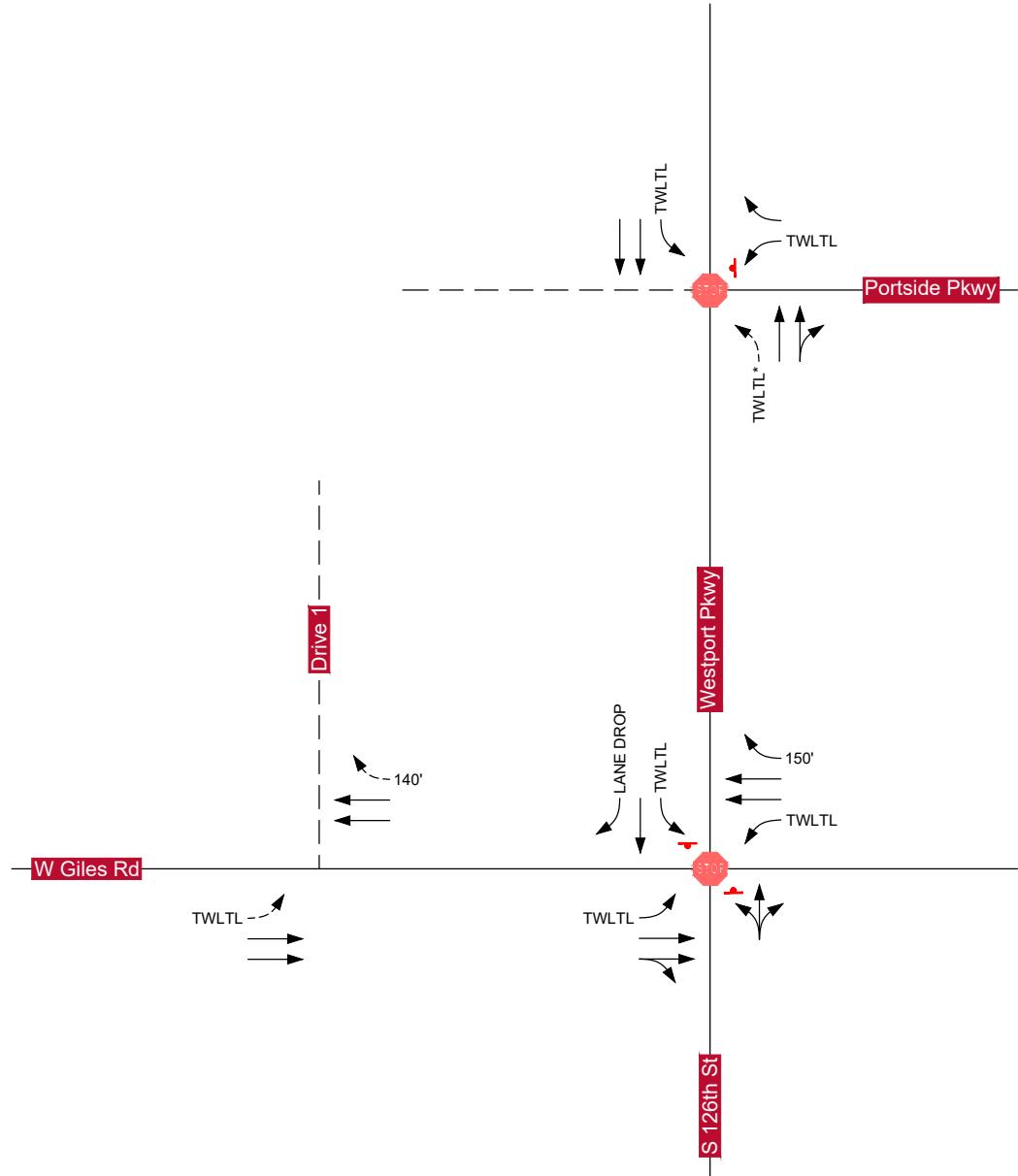


Figure 3

Existing Conditions

Lane Configuration & Traffic Control



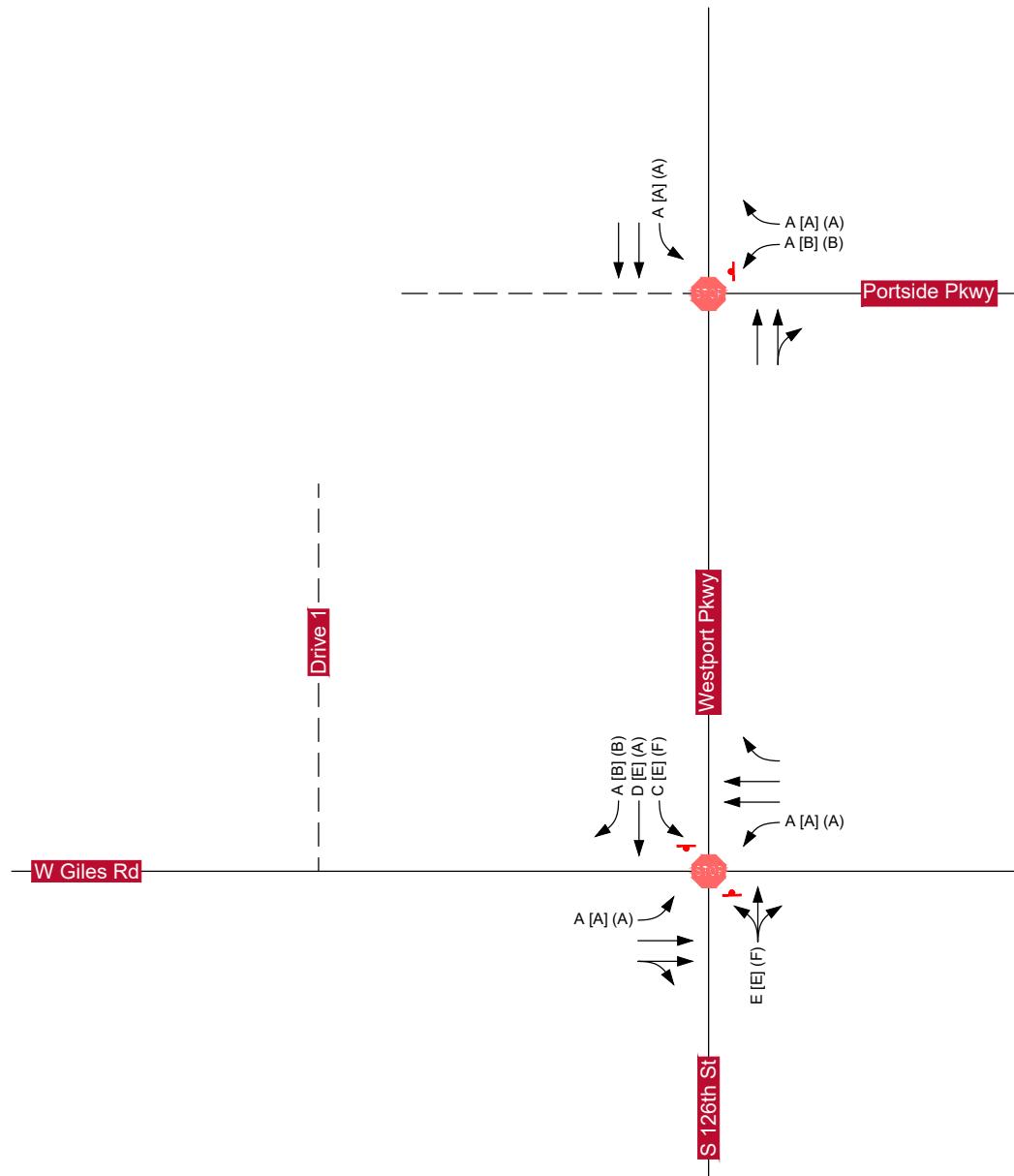
LEGEND

- ← xx' Lane Configuration & Storage Length
- ←-- xx' Lane Configuration & Storage Length (Existing Without Eligible Movement)
- STOP Stop Controlled Intersection
- STOP Stop Sign

Figure 4

Existing Conditions Capacity Analysis

NTS



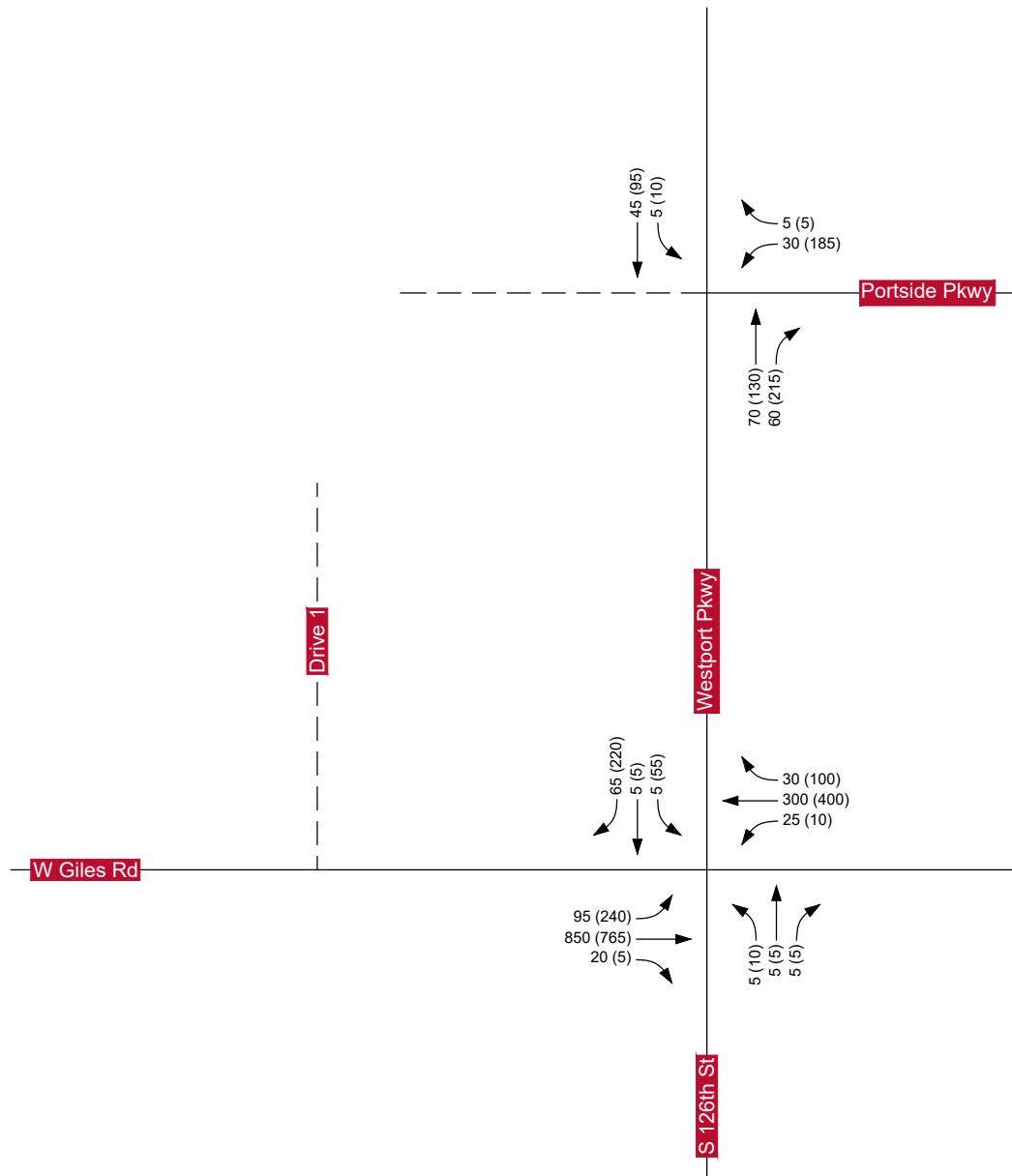
LEGEND

- ← AM [MD] (PM) Movement LOS
- STOP Stop Controlled Intersection
- Stop Sign

Figure 5

Background Year 2050 Conditions Peak Hour Volumes

NTS



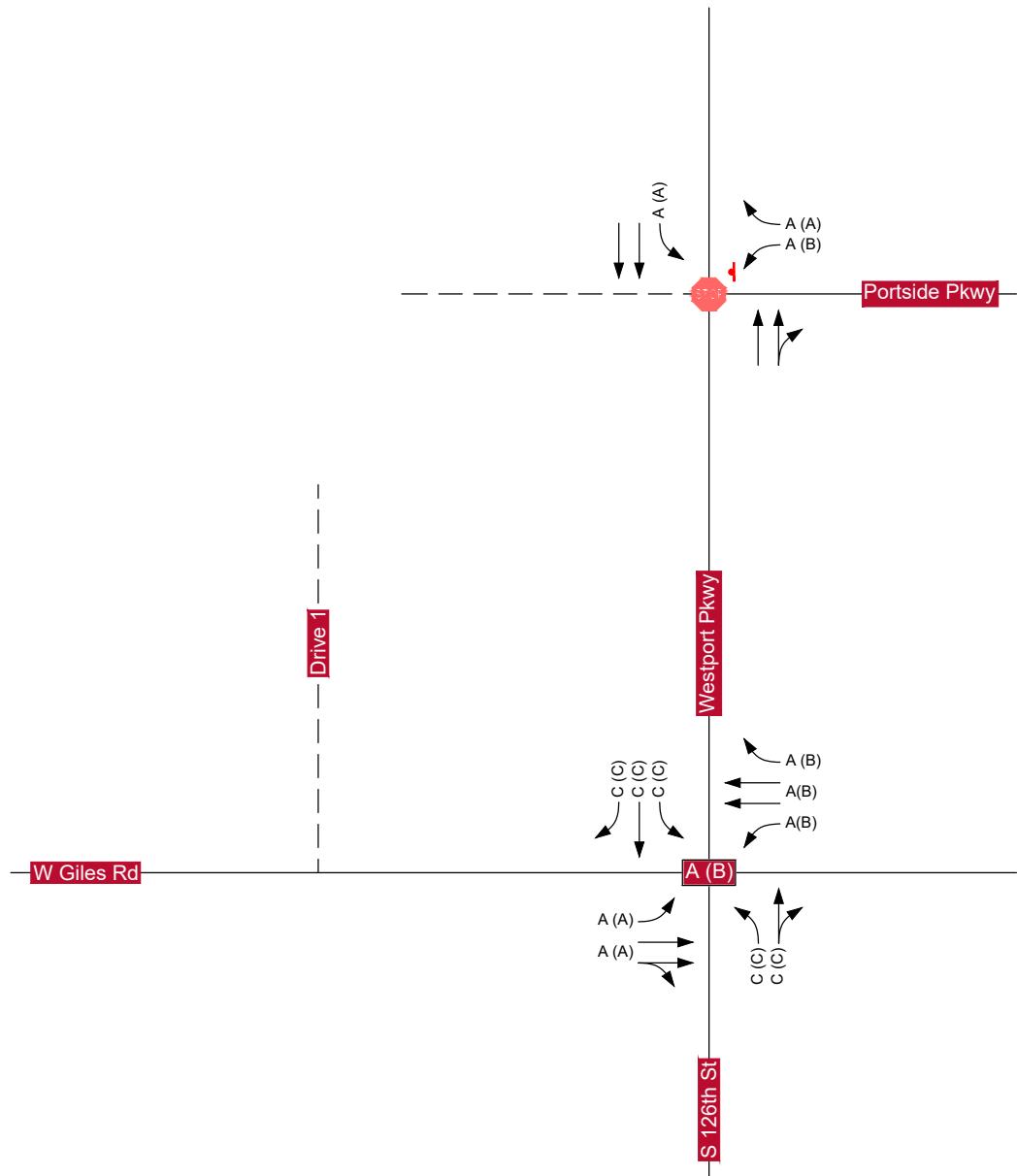
LEGEND

← AM (PM) Peak Hour Volumes

Figure 6

Background Year 2050 Conditions Capacity Analysis

NTS



LEGEND

← AM (PM) Movement LOS



Stop Controlled Intersection



Stop Sign



Signalized LOS

Figure 7

Site Plan

NTS

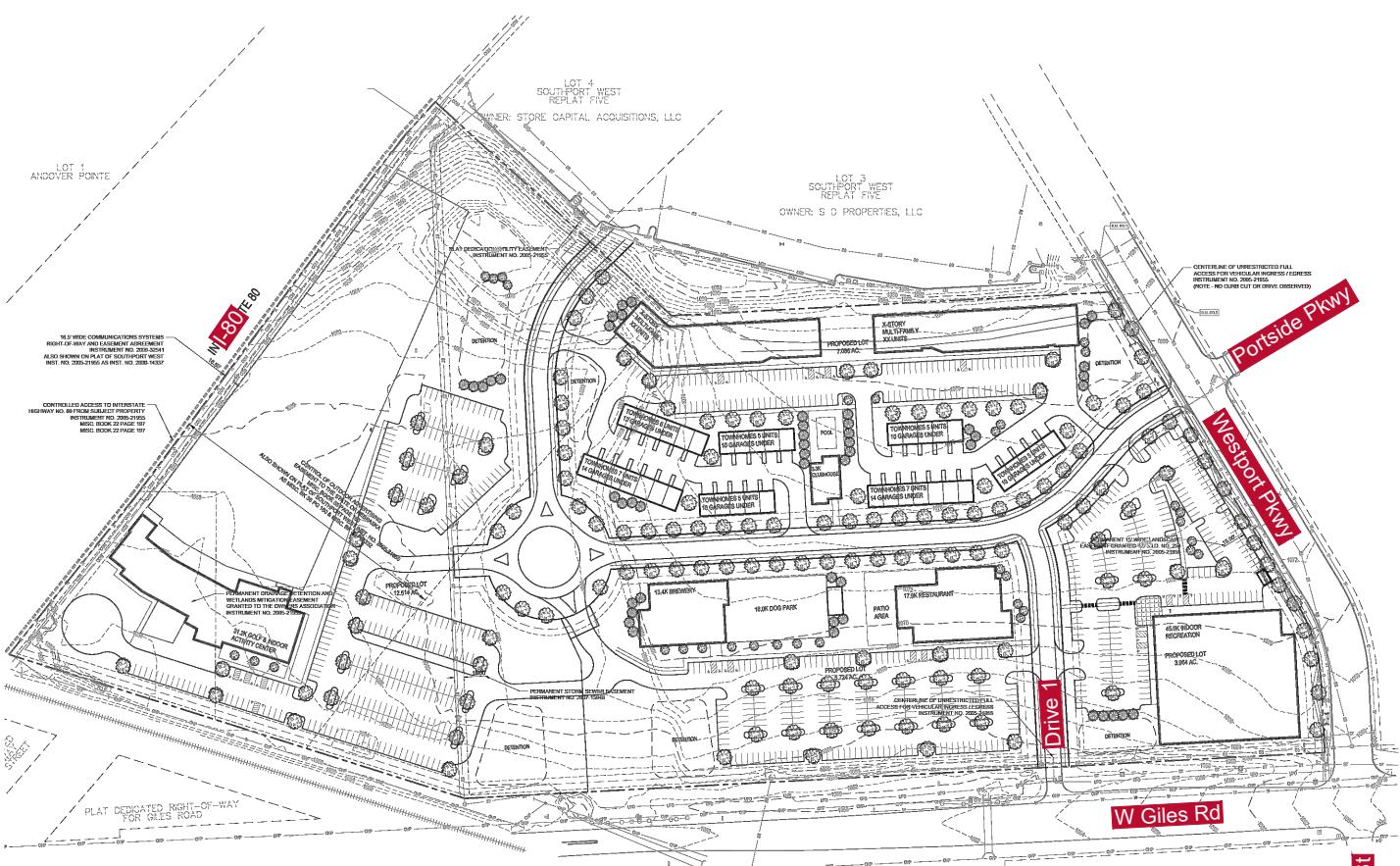


Figure 8

Trip Distribution

NTS

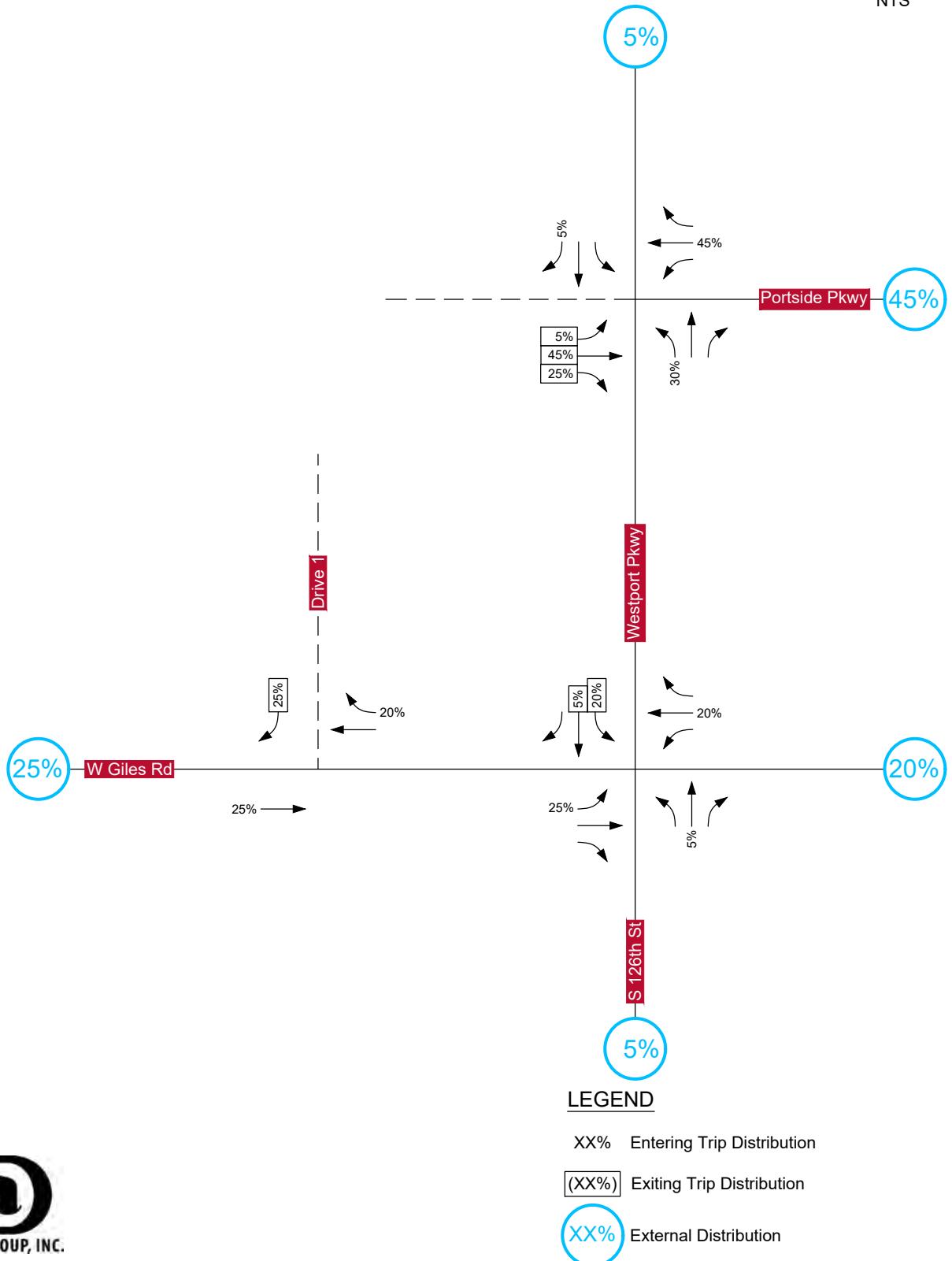
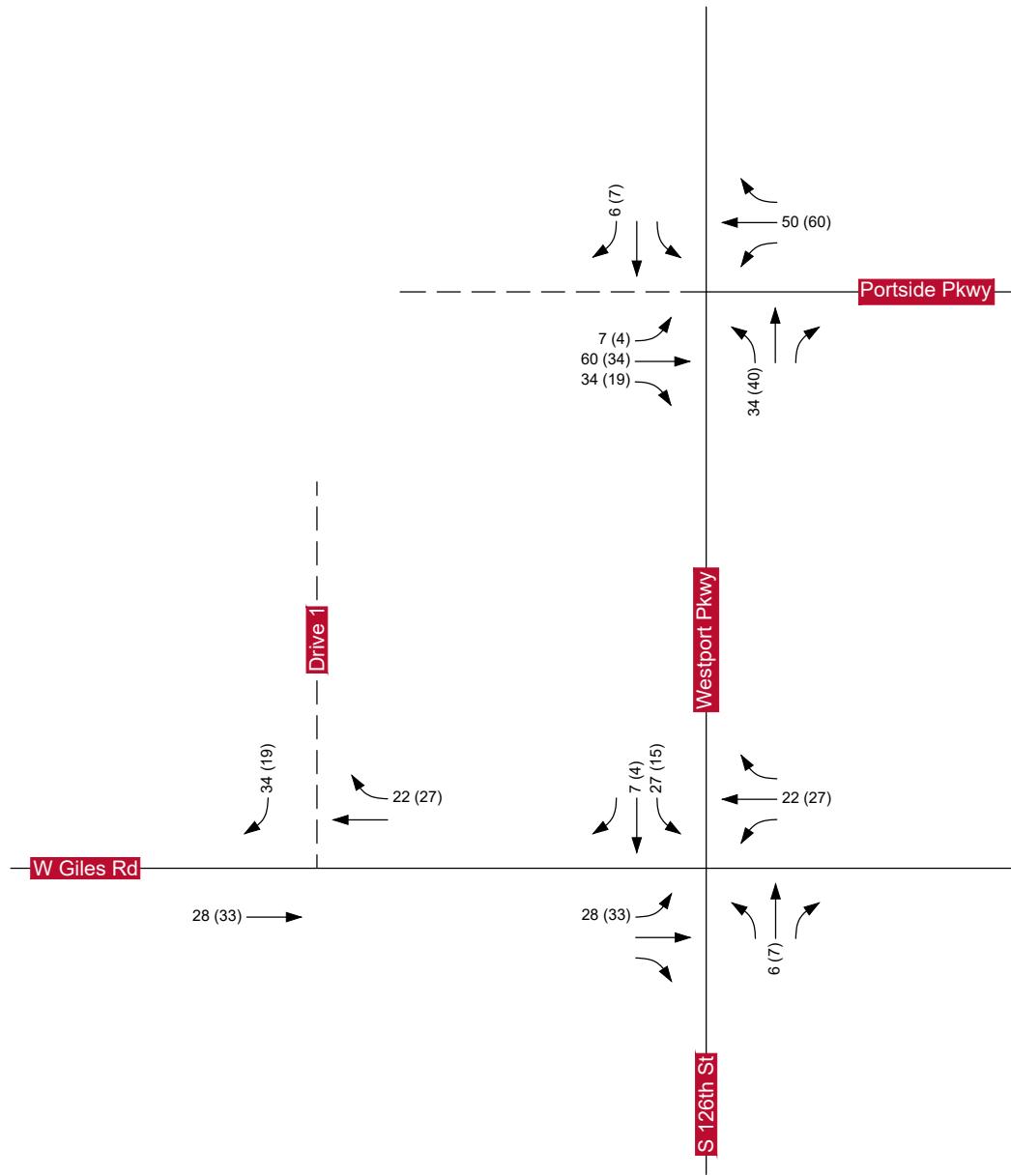


Figure 9

Site Trips

NTS



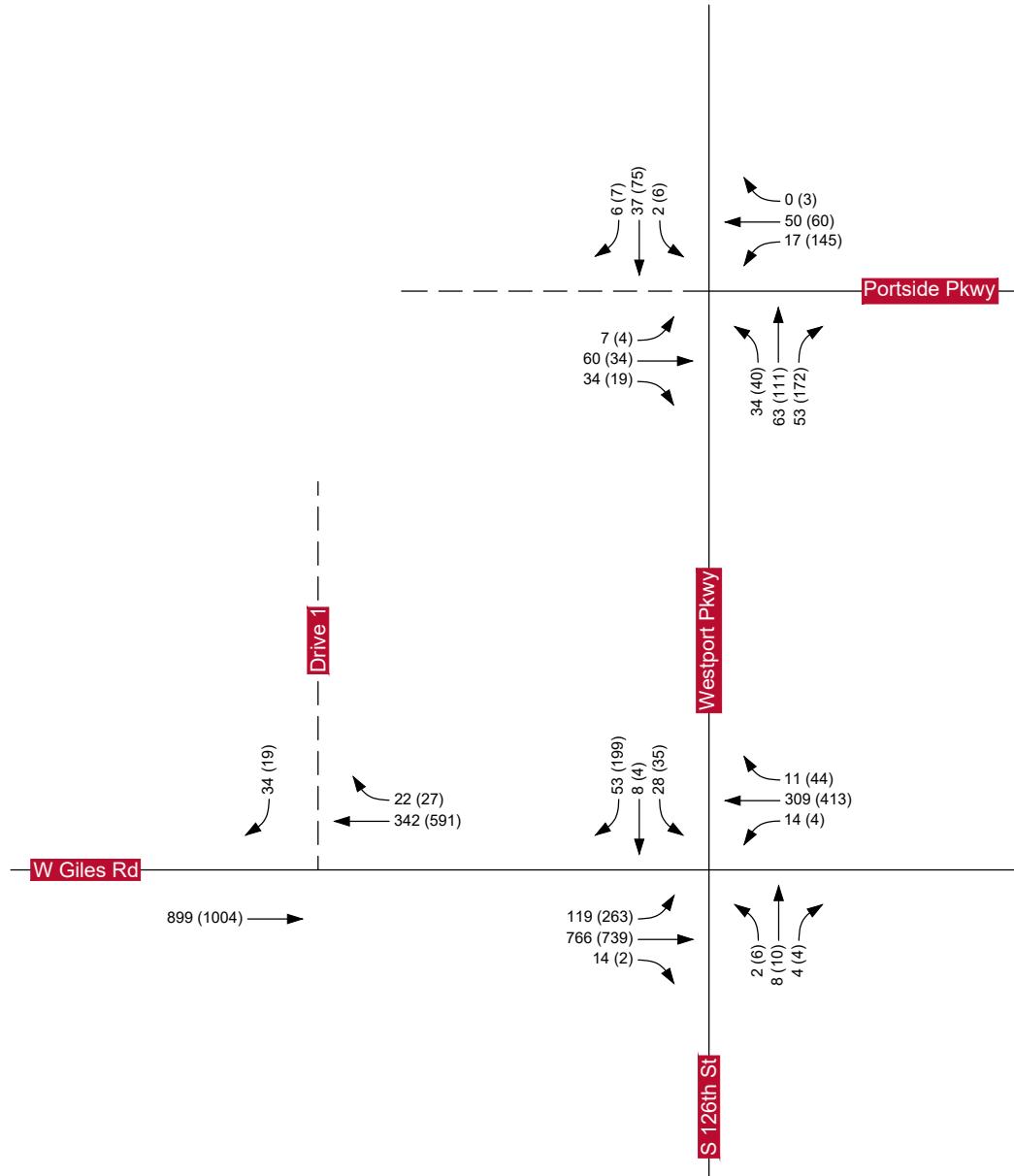
LEGEND

← AM (PM) Peak Hour Volumes

Figure 10

Existing Plus Site Conditions
Peak Hour Volumes

NTS



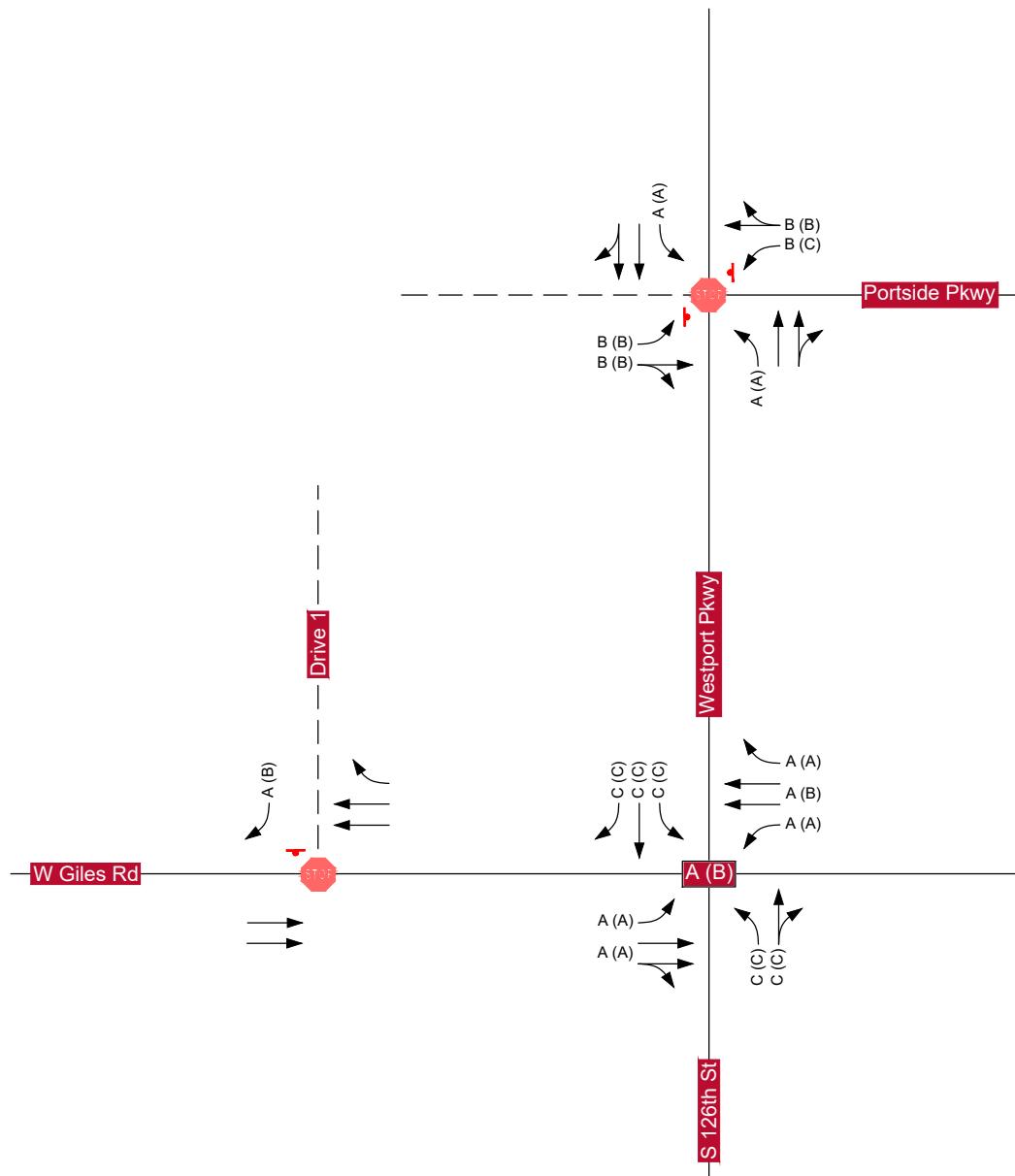
LEGEND

← AM (PM) Peak Hour Volumes

Figure 11

Existing Plus Site Conditions
Capacity Analysis

NTS



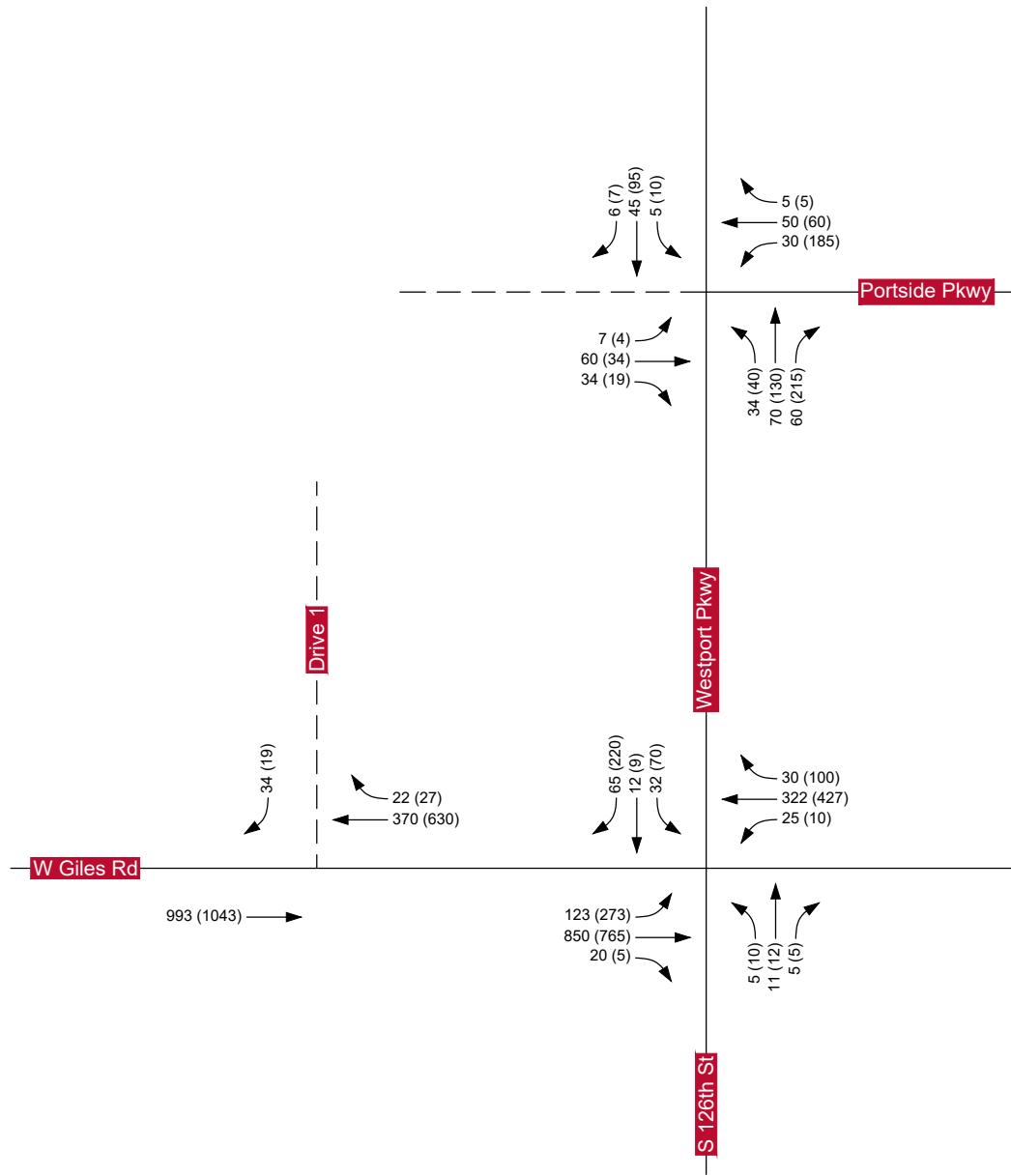
LEGEND

- ← AM (PM) Movement LOS
- STOP Stop Controlled Intersection
- Stop Sign
- AM (PM) Signalized LOS

Figure 12

2050 Plus Site Conditions
Peak Hour Volumes

NTS



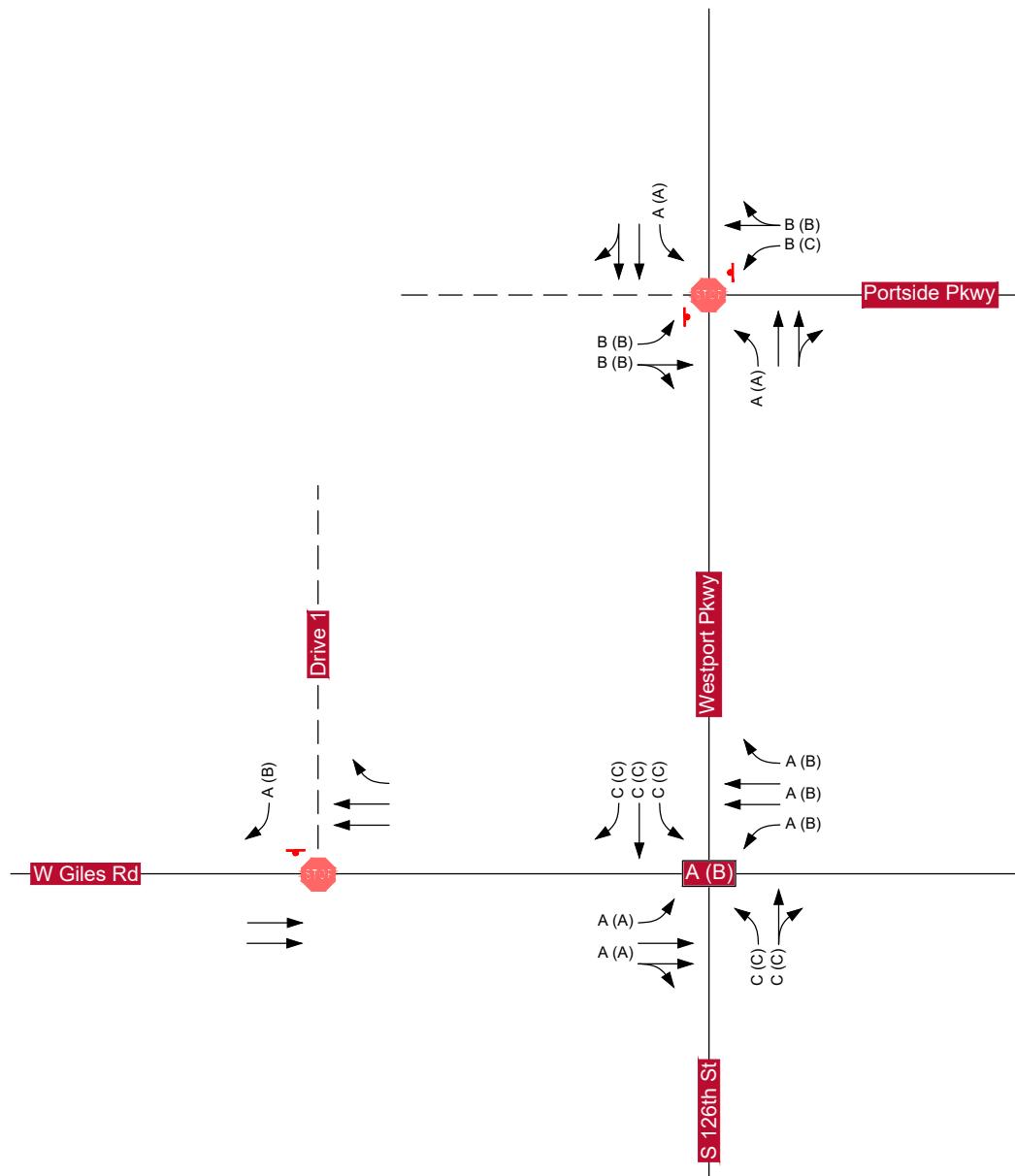
LEGEND

← AM (PM) Peak Hour Volumes

Figure 13

2050 Plus Site Conditions
Capacity Analysis

NTS



LEGEND

← AM (PM) Movement LOS

STOP Stop Controlled Intersection

— Stop Sign

AM (PM) Signalized LOS

Figure 14

Recommended Improvements

NTS

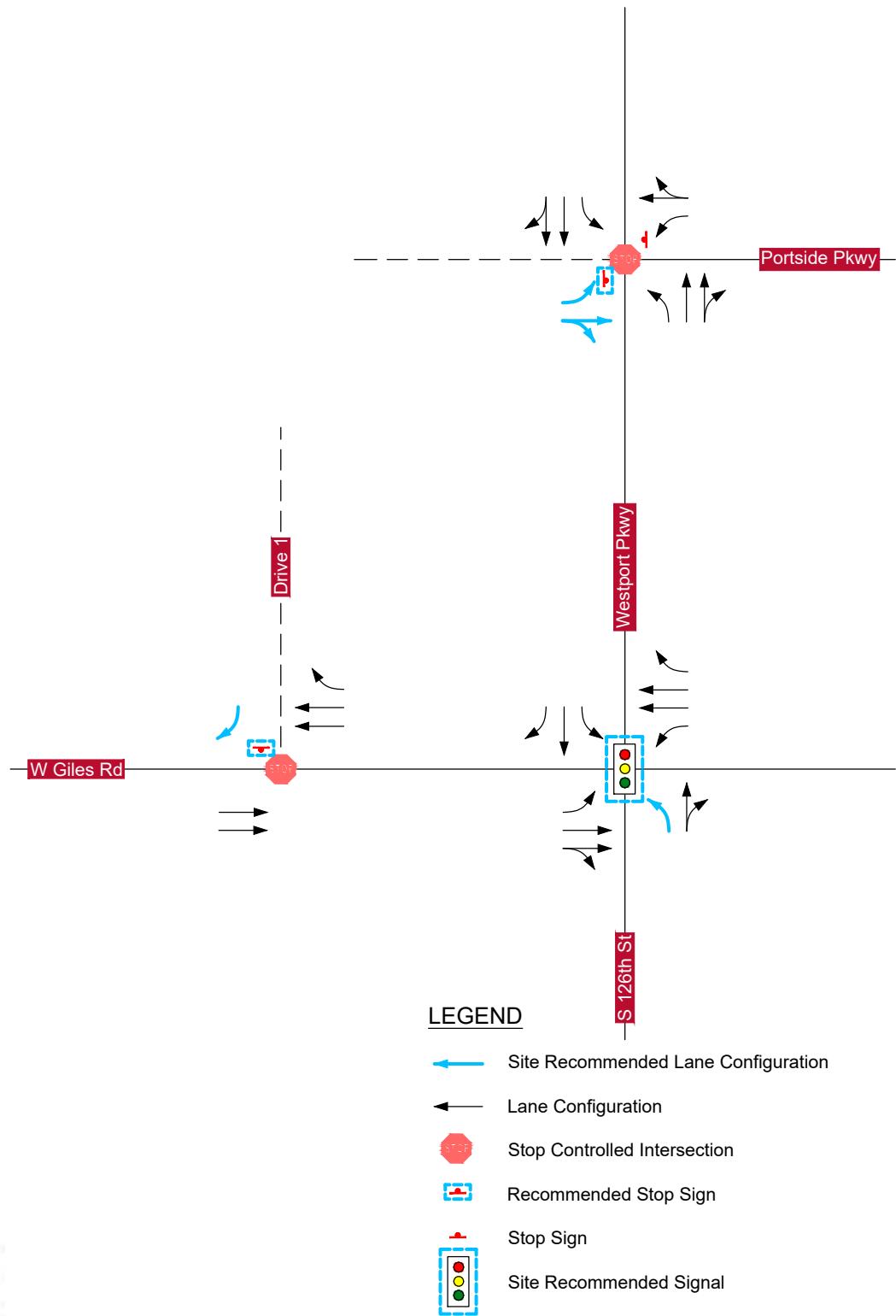


Exhibit "B" – Warrants

TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County:

District:

Engineer: John P DiedikerDate: October 31, 2025Major Street: W Giles Rd (Existing)
Minor Street: 126th/WestportLanes: 2 Major Approach Speed: 45
Lanes: 2 Minor Approach Speed: 25MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? Yes No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? Yes No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes"

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

Warrant 1 is satisfied if Condition A or Condition B is "100%" satisfied for eight hours.

Warrant 1 is also satisfied if both Condition A and Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems).

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

100% Satisfied:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
80% Satisfied:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
70% Satisfied:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Number of Lanes for moving traffic on each approach

Vehicles per hour on major street (total of both approaches)

Major	Minor	100%^a	80%^b	70%^c	100%^a	80%^b	70%^c
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

^a Basic Minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours					
	7-8 A.M.	8-9 A.M.	11 A.M.-12 P.M.	12-1 P.M.	1-2 P.M.	3-4 P.M.
Major	1,137	1,048	1,057	1,093	1,008	1,132
Minor	2	3	10	18	12	13
						22
						11

Existing Volumes

TRAFFIC SIGNAL WARRANT SUMMARY

Condition B - Interruption of Continuous Traffic

Condition B is intended for application where Condition A is not satisfied and the traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Applicable:
 Yes No
 Yes No
80% Satisfied:
 Yes No
 Yes No
70% Satisfied:
 Yes No

Number of Lanes for moving traffic on each approach	Vehicles per hour on major street (total of both approaches)	Vehicles per hour on minor-street (one direction only)		
		100% ^a	80% ^b	70% ^c
1	1	750	600	525
2 or more	1	900	720	630
2 or more	2 or more	900	720	630
1	2 or more	750	600	525
		100	80	70
		80	70	70

^a Basic Minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours

Street	7-8 A.M.	8-9 A.M.	11 A.M.-12 P.M.	12-1 P.M.	1-2 P.M.	3-4 P.M.	4-5 P.M.	5-6 P.M.
Major	1,137	1,048	1,057	1,093	1,008	1,132	1,400	1,241
Minor	2	3	10	18	12	13	22	11

Existing Volumes

TRAFFIC SIGNAL WARRANT SUMMARY

City: **La Vista**
 County: _____
 District: _____

Engineer: **John P Diediker**
 Date: **October 31, 2025**

Major Street: **W Giles Rd (Existing)** Lanes: **2** Major Approach Speed: **45**
 Minor Street: **126th/Westport** Lanes: **2** Minor Approach Speed: **25**

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? Yes No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? Yes No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes"

Yes No

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

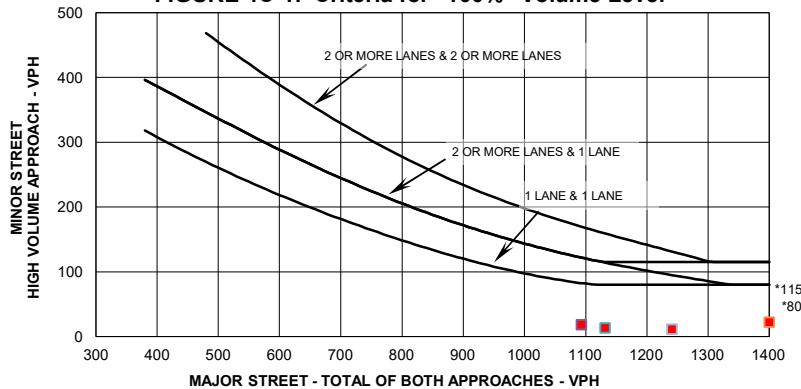
Applicable: Yes No

Satisfied: Yes No

Plot four volume combinations on the applicable figure below.

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
12-1 P.M.	1093	18
3-4 P.M.	1132	13
4-5 P.M.	1400	22
5-6 P.M.	1241	11

FIGURE 4C-1: Criteria for "100%" Volume Level

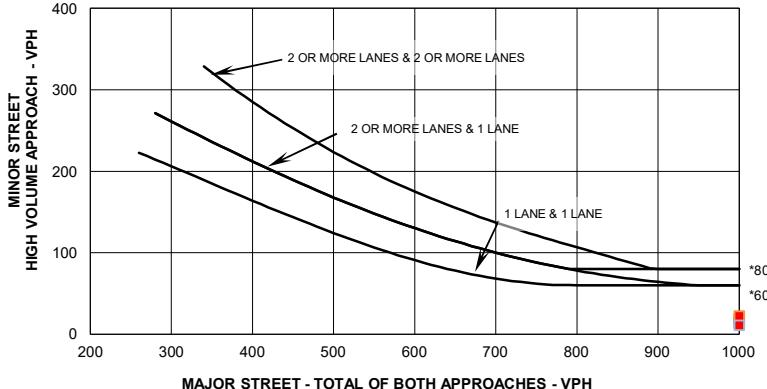
* Note: 1115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
12-1 P.M.	1093	18
3-4 P.M.	1132	13
4-5 P.M.	1400	22
5-6 P.M.	1241	11

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



* Note: 80 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 60 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County: _____

District: _____

Engineer: John P DiedikerDate: October 31, 2025

Major Street: W Giles Rd (Existing) Lanes: 2 Major Approach Speed: 45
 Minor Street: 128th/Westport Lanes: 2 Minor Approach Speed: 25

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1/12/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)?
2. Is the intersection in a built-up area of an isolated community with a population < 10,000?

"70%" volume level may be used if Question 1 or 2 above is answered "Yes"

WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.

Unusual condition justifying use of warrant:

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume

Time	Major Vol.	Minor Vol.
AM	1183	2

Peak Hour 70% Volume

Time	Major Vol.	Minor Vol.
AM	1183	2

Criteria

1. Delay on Minor Approach

*(vehicle-hours)

Approach Lanes	1	2
Delay Criteria*	4.0	5.0

Delay*	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
--------	--------------------------	---	--

2. Volume on Minor Approach

*(Vehicles per hour)

Approach Lanes	1	2
Volume Criteria*	100	150

Volume*	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
---------	--------------------------	---	--

3. Total Intersection Entering

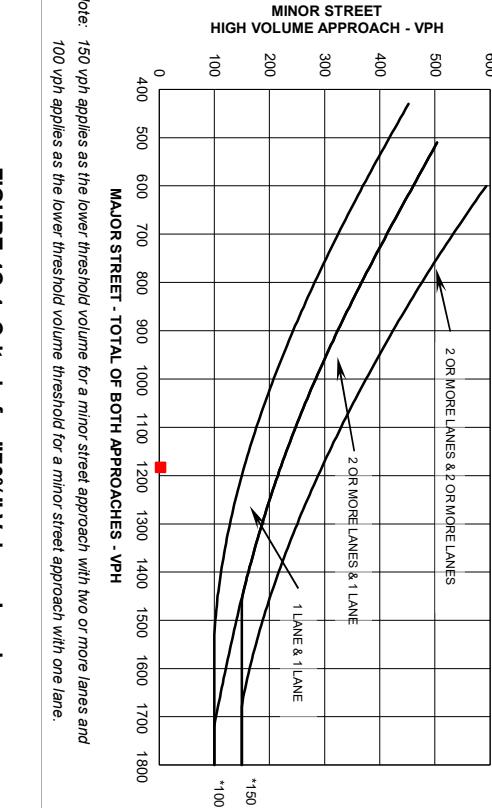
Volume *(Vehicles per hour)

No. of Approaches	3	4
Volume Criteria*	650	800

Volume*	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
---------	--------------------------	---	--

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)

FIGURE 4C-4: Criteria for "70%" Volume Level



* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor street approach with one lane.

* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor street approach with one lane.

TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County: _____

District: _____

Engineer: John P DiedikerDate: October 31, 2025

Major Street: W Giles Rd (Existing) Lanes: 2 Major Approach Speed: 45
 Minor Street: 128th/Westport Lanes: 2 Minor Approach Speed: 25

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1/12/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)?
2. Is the intersection in a built-up area of an isolated community with a population < 10,000?

"70%" volume level may be used if Question 1 or 2 above is answered "Yes"

WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.

Unusual condition justifying use of warrant:

1

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume

Time	Major Vol.	Minor Vol.
PM	1405	20

Peak Hour 70% Volume

Time	Major Vol.	Minor Vol.
PM	1405	20

Criteria

1. Delay on Minor Approach

*(vehicle-hours)

Approach Lanes	1	2
Delay Criteria*	4.0	5.0

Delay*		
Fulfilled?:	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No

2. Volume on Minor Approach

*(Vehicles per hour)

Approach Lanes	1	2
Volume Criteria*	100	150

Volume*		
Fulfilled?:	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No

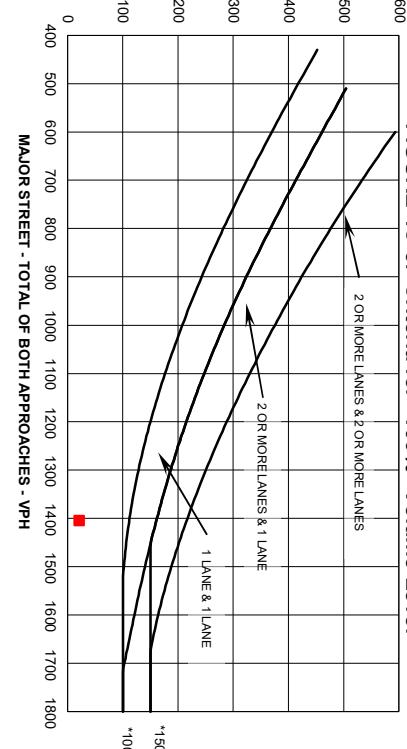
3. Total Intersection Entering

Volume *(Vehicles per hour)

No. of Approaches	3	4
Volume Criteria*	650	800

Volume*		
Fulfilled?:	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No

FIGURE 4C-4: Criteria for "70%" Volume Level
 (Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor street approach with one lane.

* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor street approach with one lane.

TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County:

District:

Engineer: John P DiedikerDate: October 31, 2025Major Street: W Giles Rd WB (Existing)
Minor Street: W Giles Rd EBLLanes: 2 Major Approach Speed: 45
Lanes: 1 Minor Approach Speed: 45MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? Yes No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? Yes No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes"

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

Warrant 1 is satisfied if Condition A or Condition B is "100%" satisfied for eight hours.

Warrant 1 is also satisfied if both Condition A and Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems).

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

100% Satisfied:	<input type="checkbox"/> Yes <input type="checkbox"/> No
80% Satisfied:	<input type="checkbox"/> Yes <input type="checkbox"/> No
70% Satisfied:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Number of Lanes for moving traffic on each approach

Vehicles per hour on major street (total of both approaches)

Major	Minor	100%^a	80%^b	70%^c	100%^a	80%^b	70%^c
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

^a Basic Minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours					
	7-8 A.M.	8-9 A.M.	11 A.M.-12 P.M.	12-1 P.M.	1-2 P.M.	3-4 P.M.
Major	306	323	365	418	410	383
Minor	76	96	186	188	160	185
						228
						220

Existing Volumes

TRAFFIC SIGNAL WARRANT SUMMARY

Condition B - Interruption of Continuous Traffic

Condition B is intended for application where Condition A is not satisfied and the traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Applicable:
 Yes No
 Yes No
80% Satisfied:
 Yes No
 Yes No
70% Satisfied:
 Yes No

Number of Lanes for moving traffic on each approach	Vehicles per hour on major-street (total of both approaches)	Vehicles per hour on minor-street (one direction only)		
		100% ^a	80% ^b	70% ^c
1	1	750	600	525
2 or more	1	900	720	630
2 or more	2 or more	900	720	630
1	2 or more	750	600	525
		100	80	70
		80	70	70

^a Basic Minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours

Street	7-8 A.M.	8-9 A.M.	11 A.M.-12 P.M.	12-1 P.M.	1-2 P.M.	3-4 P.M.	4-5 P.M.	5-6 P.M.
Major	306	323	365	418	410	383	413	409
Minor	76	96	186	188	160	185	228	220

Existing Volumes

TRAFFIC SIGNAL WARRANT SUMMARY

City: **La Vista**
 County: _____
 District: _____

Engineer: **John P Diediker**
 Date: **October 31, 2025**

Major Street: **W Giles Rd WB (Existing)** Lanes: **2** Major Approach Speed: **45**
 Minor Street: **W Giles Rd EBL** Lanes: **1** Minor Approach Speed: **45**

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? Yes No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? Yes No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes"

Yes No

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

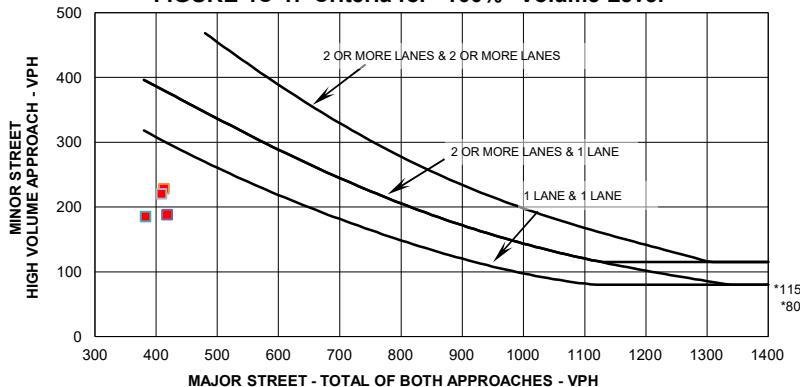
Applicable: Yes No

Satisfied: Yes No

Plot four volume combinations on the applicable figure below.

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
12-1 P.M.	418	188
3-4 P.M.	383	185
4-5 P.M.	413	228
5-6 P.M.	409	220

FIGURE 4C-1: Criteria for "100%" Volume Level

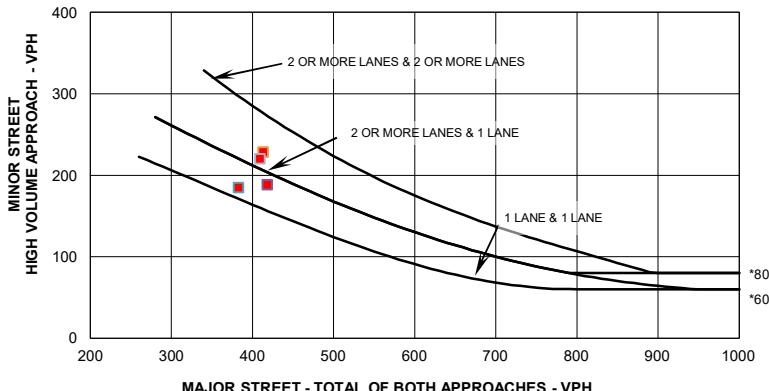
* Note: 115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
12-1 P.M.	418	188
3-4 P.M.	383	185
4-5 P.M.	413	228
5-6 P.M.	409	220

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



* Note: 80 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 60 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County: _____

District: _____

Engineer: John P DiedikerDate: October 31, 2025

Major Street: W Giles Rd WB (Existing) Lanes: 2 Major Approach Speed: 45
 Minor Street: W Giles Rd EBL Lanes: 1 Minor Approach Speed: 45

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1/12/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)?
2. Is the intersection in a built-up area of an isolated community with a population < 10,000?

"70%" volume level may be used if Question 1 or 2 above is answered "Yes"

WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.

Unusual condition justifying use of warrant:

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume

Time	Major Vol.	Minor Vol.
AM	312	91

Peak Hour 70% Volume

Time	Major Vol.	Minor Vol.
AM	312	91

Criteria

1. Delay on Minor Approach

*(vehicle-hours)

Approach Lanes	1	2
----------------	---	---

Delay Criteria*	4.0	5.0
-----------------	-----	-----

Fulfilled?:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
-------------	--------------------------	-----	-------------------------------------	----

2. Volume on Minor Approach

*(Vehicles per hour)

Approach Lanes	1	2
----------------	---	---

Volume Criteria*	100	150
------------------	-----	-----

Volume*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---------	--------------------------	-------------------------------------

Fulfilled?:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
-------------	--------------------------	-----	-------------------------------------	----

3. Total Intersection Entering

Volume *(Vehicles per hour)

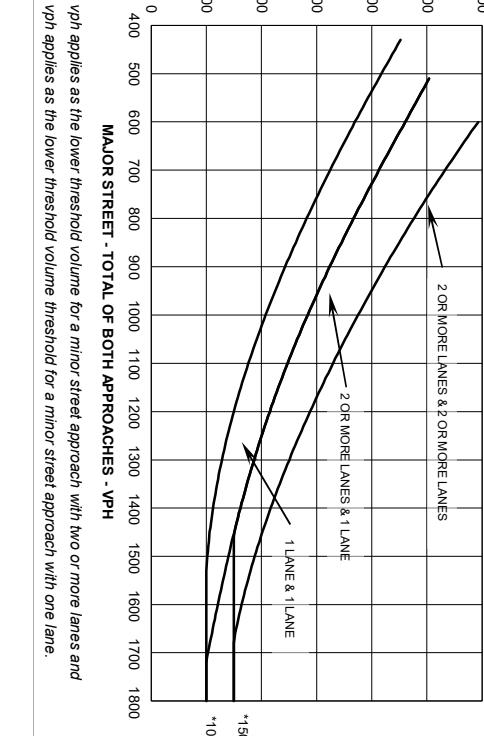
No. of Approaches	3	4
-------------------	---	---

Volume Criteria*	650	800
------------------	-----	-----

Volume*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---------	--------------------------	-------------------------------------

Fulfilled?:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
-------------	--------------------------	-----	-------------------------------------	----

FIGURE 4C-4: Criteria for "70%" Volume Level
 (Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor street approach with one lane.

* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor street approach with one lane.

TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County: _____

District: _____

Engineer: John P DiedikerDate: October 31, 2025

Major Street: W Giles Rd WB (Existing) Lanes: 2 Major Approach Speed: 45
 Minor Street: W Giles Rd EBL Lanes: 1 Minor Approach Speed: 45

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1/12/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)?
2. Is the intersection in a built-up area of an isolated community with a population < 10,000?

"70%" volume level may be used if Question 1 or 2 above is answered "Yes"

WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.

Unusual condition justifying use of warrant:

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume		
Time	Major Vol.	Minor Vol.
PM	434	230

Peak Hour 70% Volume		
Time	Major Vol.	Minor Vol.
PM	434	230

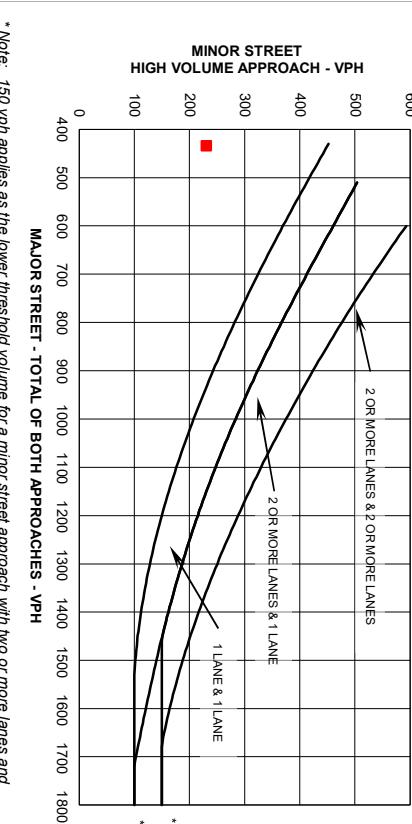
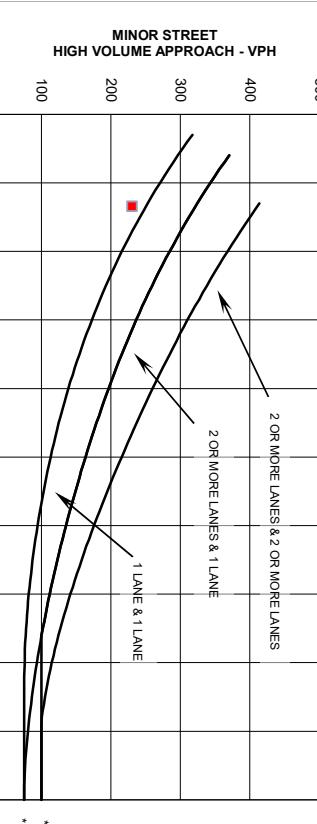


FIGURE 4C-3: Criteria for "100%" Volume Level

* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor street approach with one lane.

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor street approach with one lane.

TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County:

District:

Engineer: John P DiedikerDate: October 31, 2025Major Street: W Giles Rd (Existing plus Site)
Minor Street: 126th/WestportLanes: 2 Major Approach Speed: 45
Lanes: 2 Minor Approach Speed: 25MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? Yes No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? Yes No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes"

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

Warrant 1 is satisfied if Condition A or Condition B is "100%" satisfied for eight hours.

Warrant 1 is also satisfied if both Condition A and Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems).

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

100% Satisfied:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
80% Satisfied:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
70% Satisfied:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Number of Lanes for moving traffic on each approach

Vehicles per hour on major street (total of both approaches)

Major	Minor	100% ^a	80% ^b	70% ^c	100% ^a	80% ^b	70% ^c
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

^a Basic Minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours					
	7-8 A.M.	8-9 A.M.	11 A.M.-12 P.M.	12-1 P.M.	1-2 P.M.	3-4 P.M.
Major	1,187	1,098	1,112	1,148	1,063	1,192
Minor	36	37	37	45	39	32

Existing Volumes

TRAFFIC SIGNAL WARRANT SUMMARY

Condition B - Interruption of Continuous Traffic

Condition B is intended for application where Condition A is not satisfied and the traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Applicable:
 Yes No
 Yes No
80% Satisfied:
 Yes No
 Yes No
70% Satisfied:
 Yes No

Number of Lanes for moving traffic on each approach	Vehicles per hour on major street (total of both approaches)	Vehicles per hour on minor-street (one direction only)		
		100% ^a	80% ^b	70% ^c
1	1	750	600	525
2 or more	1	900	720	630
2 or more	2 or more	900	720	630
1	2 or more	750	600	525
		100	80	70
		80	70	70

^a Basic Minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours

Street	7-8 A.M.	8-9 A.M.	11 A.M.-12 P.M.	12-1 P.M.	1-2 P.M.	3-4 P.M.	4-5 P.M.	5-6 P.M.
Major	1,187	1,098	1,112	1,148	1,063	1,192	1,460	1,301
Minor	36	37	37	45	39	32	41	30

Existing Volumes

TRAFFIC SIGNAL WARRANT SUMMARY

City: **La Vista**
 County: _____
 District: _____

Engineer: **John P Diediker**
 Date: **October 31, 2025**

Major Street: **W Giles Rd (Existing plus Site)** Lanes: **2** Major Approach Speed: **45**
 Minor Street: **126th/Westport** Lanes: **2** Minor Approach Speed: **25**

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? Yes No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? Yes No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes"

Yes No

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

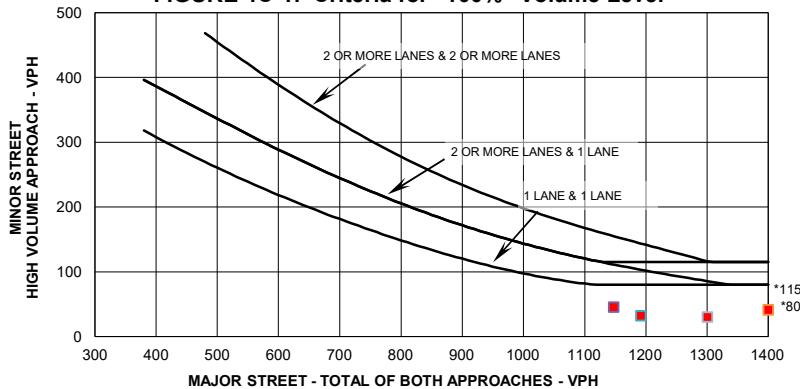
Applicable: Yes No

Satisfied: Yes No

Plot four volume combinations on the applicable figure below.

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
12-1 P.M.	1148	45
3-4 P.M.	1192	32
4-5 P.M.	1460	41
5-6 P.M.	1301	30

FIGURE 4C-1: Criteria for "100%" Volume Level

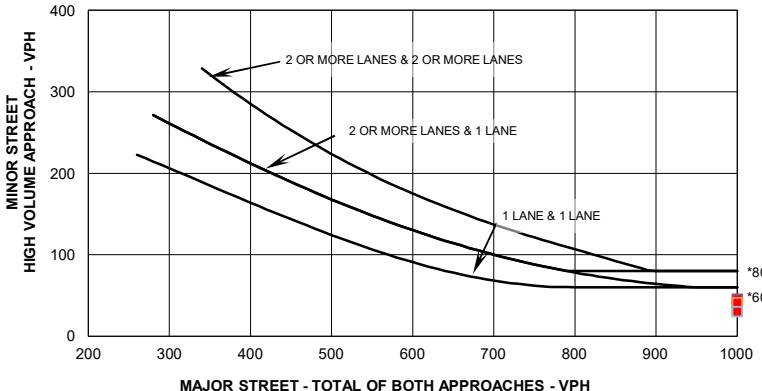
* Note: 115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
12-1 P.M.	1148	45
3-4 P.M.	1192	32
4-5 P.M.	1460	41
5-6 P.M.	1301	30

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



* Note: 80 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 60 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County: _____

District: _____

Engineer: John P DiedikerDate: October 31, 2025

Major Street: W Giles Rd (Existing plus Site) Lanes: 2 Major Approach Speed: 45
 Minor Street: 128th/Westport Lanes: 2 Minor Approach Speed: 25

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1/12/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)?
2. Is the intersection in a built-up area of an isolated community with a population < 10,000?

"70%" volume level may be used if Question 1 or 2 above is answered "Yes"

WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.

Unusual condition justifying use of warrant:

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume

Time	Major Vol.	Minor Vol.
AM	1233	36

Peak Hour 70% Volume

Time	Major Vol.	Minor Vol.
AM	1233	36

Criteria

1. Delay on Minor Approach

*(vehicle-hours)

Approach Lanes	1	2
Delay Criteria*	4.0	5.0

Delay*: Yes No

Fulfilled?:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

2. Volume on Minor Approach

One-Direction *(Vehicles per hour)

Approach Lanes	1	2
Volume Criteria*	100	150

Volume*: Yes No

Fulfilled?:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

3. Total Intersection Entering

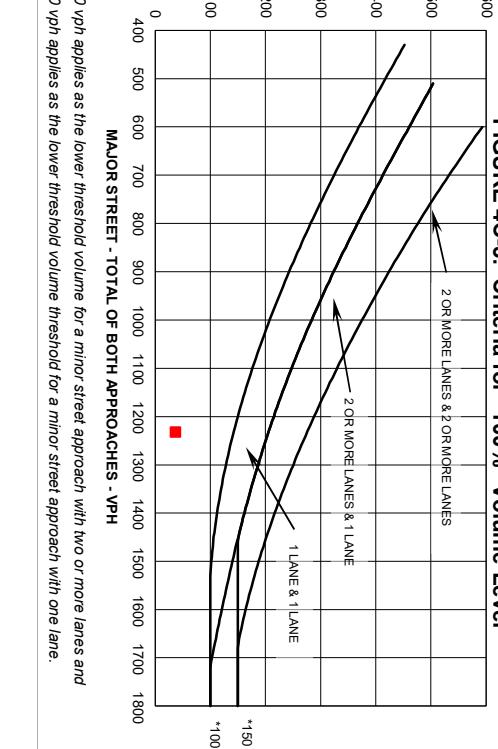
Volume *(Vehicles per hour)

No. of Approaches	3	4
Volume Criteria*	650	800

Volume*: Yes No

Fulfilled?:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

FIGURE 4C-4: Criteria for "70%" Volume Level
 (Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and

100 vph applies as the lower threshold volume for a minor street approach with one lane.

* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor street approach with one lane.

TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County: _____

District: _____

Engineer: John P DiedikerDate: October 31, 2025

Major Street: W Giles Rd (Existing plus Site) Lanes: 2 Major Approach Speed: 45
 Minor Street: 128th/Westport Lanes: 2 Minor Approach Speed: 25

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1/12/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)?
2. Is the intersection in a built-up area of an isolated community with a population < 10,000?

"70%" volume level may be used if Question 1 or 2 above is answered "Yes"

WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.

Unusual condition justifying use of warrant:

1

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume

Time	Major Vol.	Minor Vol.
PM	1465	39

Peak Hour 70% Volume

Time	Major Vol.	Minor Vol.
PM	1465	39

Criteria

1. Delay on Minor Approach

*(vehicle-hours)

Approach Lanes: 1 2

Delay Criteria*: 4.0 5.0

Delayed?: Yes No

2. Volume on Minor Approach

*(Vehicles per hour)

Approach Lanes: 1 2

Volume Criteria*: 100 150

Volume*: Yes No

3. Total Intersection Entering

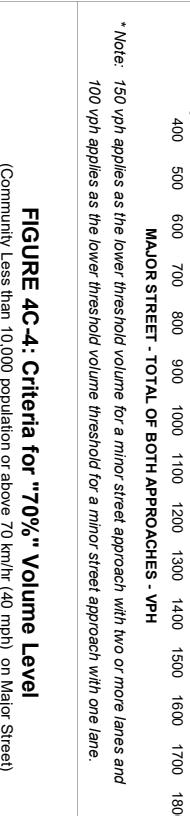
Volume *(Vehicles per hour)

No. of Approaches: 3 4

Volume Criteria*: 650 800

Volume*: Yes No

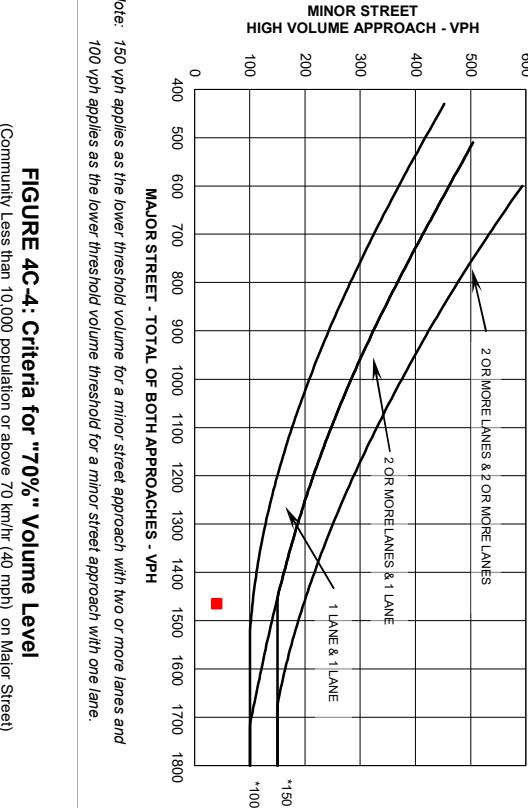
Fulfilled?: Yes No



* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and

100 vph applies as the lower threshold volume for a minor street approach with one lane.

FIGURE 4C-4: Criteria for "70%" Volume Level



* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and

75 vph applies as the lower threshold volume for a minor street approach with one lane.

TRAFFIC SIGNAL WARRANT SUMMARY

Chronic fatigue and depression in patients with fibromyalgia

10/15

10/15

State of Florida Department of Transportation
 TRAFFIC SIGNAL WARRANT SUMMARY
 Form 750-020-01
 10/15

TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista
 County:
 District:

Engineer: John P Diediker
 Date: October 31, 2025

Major Street: W Giles Rd WB (Existing plus Site)
 Minor Street: W Giles Rd EBL

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1/2/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)?
 Yes No

2. Is the intersection in a built-up area of an isolated community with a population < 10,000?
 Yes No

"70%" volume level may be used if Question 1 or 2 above is answered "Yes"

70% 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

Warrant 1 is satisfied if Condition A or Condition B is "100%" satisfied for eight hours.

Warrant 1 is also satisfied if both Condition A and Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems).

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

100% Satisfied: Yes No
 80% Satisfied: Yes No
 70% Satisfied: Yes No

Number of Lanes for moving traffic on each approach	Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)				
	Major	Minor	100% ^a	80% ^b	70% ^c	100% ^a	80% ^b	70% ^c
1	1	1	500	400	350	150	120	105
2 or more	1	1	600	480	420	150	120	105
2 or more	2 or more	2 or more	600	480	420	200	160	140
1	2 or more	2 or more	500	400	350	200	160	140

^a Basic Minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours

Street	7-8 A.M.	8-9 A.M.	11 A.M.-12 P.M.	12-1 P.M.	1-2 P.M.	3-4 P.M.	4-5 P.M.	5-6 P.M.
Major	328	345	390	443	435	410	440	436
Minor	104	124	216	218	190	218	261	253

Existing Volumes

TRAFFIC SIGNAL WARRANT SUMMARY**Condition B - Interruption of Continuous Traffic**

Condition B is intended for application where Condition A is not satisfied and the traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Applicable:
 Yes No
 Yes No
80% Satisfied:
 Yes No
 Yes No
70% Satisfied:
 Yes No

Number of Lanes for moving traffic on each approach	Vehicles per hour on major-street (total of both approaches)	Vehicles per hour on minor-street (one direction only)		
		100% ^a	80% ^b	70% ^c
1	1	750	600	525
2 or more	1	900	720	630
2 or more	2 or more	900	720	630
1	2 or more	750	600	525
		100	80	70
		80	70	70

^a Basic Minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours

Street	7-8 A.M.	8-9 A.M.	11 A.M.-12 P.M.	12-1 P.M.	1-2 P.M.	3-4 P.M.	4-5 P.M.	5-6 P.M.
Major	328	345	390	443	435	410	440	436
Minor	104	124	216	218	190	218	261	253

Existing Volumes

TRAFFIC SIGNAL WARRANT SUMMARY

City: **La Vista**
 County: _____
 District: _____

Engineer: **John P Diediker**
 Date: **October 31, 2025**

Major Street: **W Giles Rd WB (Existing plus Site)** Lanes: **2** Major Approach Speed: **45**
 Minor Street: **W Giles Rd EBL** Lanes: **1** Minor Approach Speed: **45**

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? Yes No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? Yes No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes"

Yes No

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

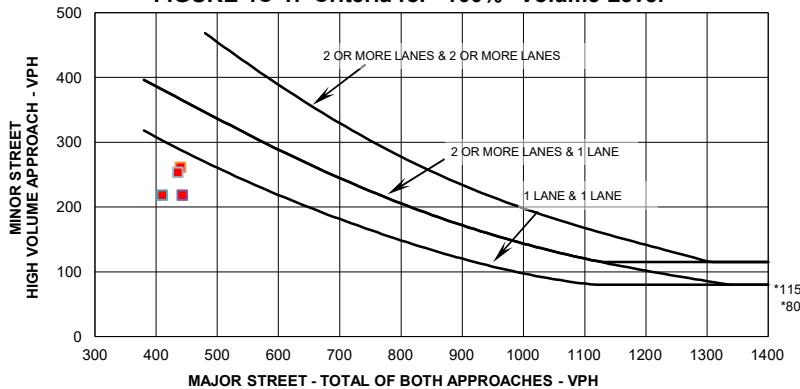
Applicable: Yes No

Satisfied: Yes No

Plot four volume combinations on the applicable figure below.

100% Volume Level

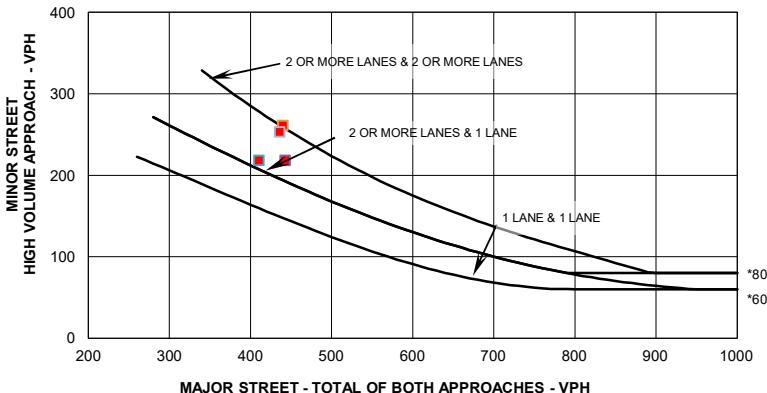
Four Highest Hours	Volumes	
	Major Street	Minor Street
12-1 P.M.	443	218
3-4 P.M.	410	218
4-5 P.M.	440	261
5-6 P.M.	436	253

FIGURE 4C-1: Criteria for "100%" Volume Level**70% Volume Level**

Four Highest Hours	Volumes	
	Major Street	Minor Street
12-1 P.M.	443	218
3-4 P.M.	410	218
4-5 P.M.	440	261
5-6 P.M.	436	253

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County: _____

District: _____

Engineer: John P DiedikerDate: October 31, 2025

Major Street: W Giles Rd WB (Existing plus Site) Lanes: 2 Major Approach Speed: 45
 Minor Street: W Giles Rd EBL Lanes: 1 Minor Approach Speed: 45

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1/12/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)?
2. Is the intersection in a built-up area of an isolated community with a population < 10,000?

"70%" volume level may be used if Question 1 or 2 above is answered "Yes"

WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.

Unusual condition justifying use of warrant:

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume

Time	Major Vol.	Minor Vol.
AM	334	119

Peak Hour 70% Volume

Time	Major Vol.	Minor Vol.
AM	334	119

Criteria

1. Delay on Minor Approach

*(vehicle-hours)

Approach Lanes	1	2
----------------	---	---

Delay Criteria*	4.0	5.0
-----------------	-----	-----

Fulfilled?:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
-------------	--------------------------	-----	-------------------------------------	----

2. Volume on Minor Approach

One-Direction *(Vehicles per hour)

Approach Lanes	1	2
----------------	---	---

Volume Criteria*	100	150
------------------	-----	-----

Volume*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---------	--------------------------	-------------------------------------

Fulfilled?:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
-------------	--------------------------	-----	-------------------------------------	----

3. Total Intersection Entering

Volume *(Vehicles per hour)

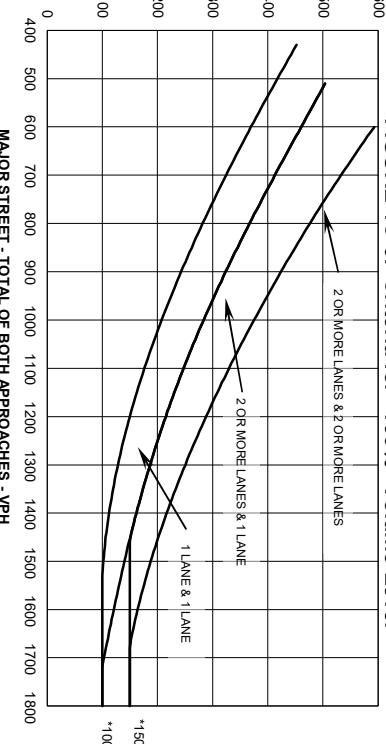
No. of Approaches	3	4
-------------------	---	---

Volume Criteria*	650	800
------------------	-----	-----

Volume*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---------	--------------------------	-------------------------------------

Fulfilled?:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
-------------	--------------------------	-----	-------------------------------------	----

FIGURE 4C-4: Criteria for "70%" Volume Level
 (Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor street approach with one lane.

* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor street approach with one lane.

TRAFFIC SIGNAL WARRANT SUMMARY

City: La VistaCounty: District: Engineer: John P DiedikerDate: October 31, 2025

Major Street: W Giles Rd WB (Existing) Lanes: 2 Major Approach Speed: 45
 Minor Street: W Giles Rd EBL Lanes: 1 Minor Approach Speed: 45

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1/12/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)?
2. Is the intersection in a built-up area of an isolated community with a population < 10,000?

"70%" volume level may be used if Question 1 or 2 above is answered "Yes"

WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.

Unusual condition justifying use of warrant:

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume		
Time	Major Vol.	Minor Vol.
PM	461	263

Peak Hour 70% Volume		
Time	Major Vol.	Minor Vol.
PM	461	263

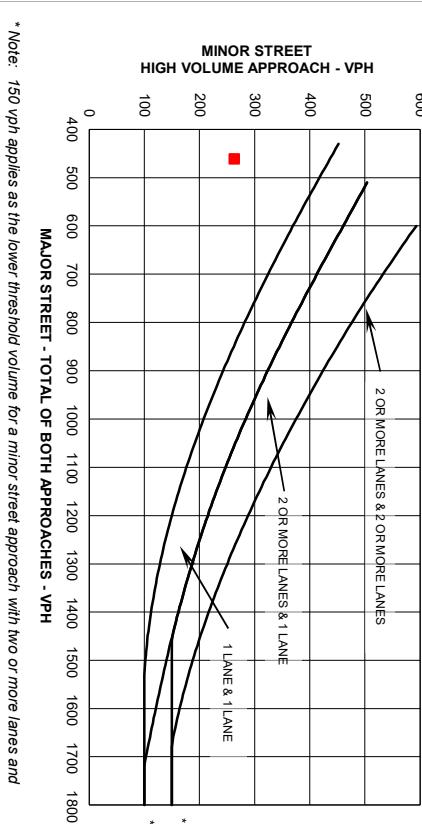
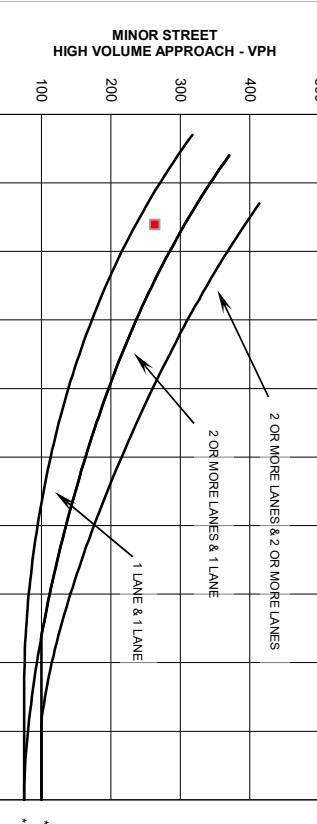


FIGURE 4C-3: Criteria for "100%" Volume Level

* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor street approach with one lane.

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor street approach with one lane.

1. Delay on Minor Approach

*(vehicle-hours)

Approach Lanes	1	2
Delay Criteria*	4.0	5.0
Fulfilled?:	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

2. Volume on Minor Approach

*(vehicles per hour)

Approach Lanes	1	2
Volume Criteria*	100	150
Volume*	<input type="checkbox"/>	<input type="checkbox"/>

3. Total Intersection Entering

Volume *(vehicles per hour)

No. of Approaches	3	4
Volume Criteria*	650	800
Volume*	<input type="checkbox"/>	<input type="checkbox"/>

Fulfilled?: Yes No

TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County:

District:

Engineer: John P DiedikerDate: October 31, 2025Major Street: W Giles Rd (2050 Background)Lanes: 2Major Approach Speed: 45Minor Street: 126th/WestportLanes: 2Minor Approach Speed: 25MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? Yes No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? Yes No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes"

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

Warrant 1 is satisfied if Condition A or Condition B is "100%" satisfied for eight hours.

Warrant 1 is also satisfied if both Condition A and Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems).

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

100% Satisfied:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
80% Satisfied:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
70% Satisfied:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Number of Lanes for moving traffic on each approach

Vehicles per hour on major street (total of both approaches)

Major	Minor	100% ^a	80% ^b	70% ^c	100% ^a	80% ^b	70% ^c
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

^a Basic Minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours					
	7-8 A.M.	8-9 A.M.	11 A.M.-12 P.M.	12-1 P.M.	1-2 P.M.	3-4 P.M.
Major	1,268	1,169	1,163	1,202	1,109	1,223
Minor	12	13	35	43	37	53
						1,340

Existing Volumes

TRAFFIC SIGNAL WARRANT SUMMARY

Condition B - Interruption of Continuous Traffic

Condition B is intended for application where Condition A is not satisfied and the traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Applicable:
 Yes No
 Yes No
80% Satisfied:
 Yes No
 Yes No
70% Satisfied:
 Yes No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
		100% ^a	80% ^b	70% ^c	100% ^a	80% ^b	70% ^c
Major	Minor						
1	1	750	600	525	75	60	53
2 or more	1	900	720	630	75	60	53
2 or more	2 or more	900	720	630	100	80	70
1	2 or more	750	600	525	100	80	70

^a Basic Minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours

Street	7-8 A.M.	8-9 A.M.	11 A.M.-12 P.M.	12-1 P.M.	1-2 P.M.	3-4 P.M.	4-5 P.M.	5-6 P.M.
Major	1,268	1,169	1,163	1,202	1,109	1,223	1,512	1,340
Minor	12	13	35	43	37	53	62	51

Existing Volumes

TRAFFIC SIGNAL WARRANT SUMMARY

City: **La Vista**
 County: _____
 District: _____

Engineer: **John P Diediker**
 Date: **October 31, 2025**

Major Street: **W Giles Rd (2050 Background)** Lanes: **2** Major Approach Speed: **45**
 Minor Street: **126th/Westport** Lanes: **2** Minor Approach Speed: **25**

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? Yes No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? Yes No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes"

Yes No

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

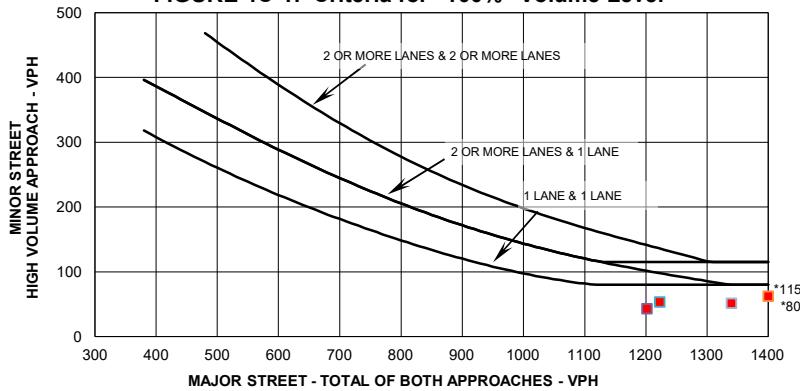
Applicable: Yes No

Satisfied: Yes No

Plot four volume combinations on the applicable figure below.

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
12-1 P.M.	1202	43
3-4 P.M.	1223	53
4-5 P.M.	1512	62
5-6 P.M.	1340	51

FIGURE 4C-1: Criteria for "100%" Volume Level

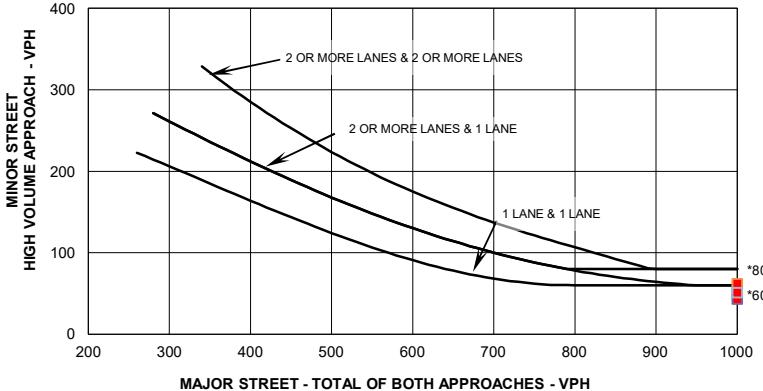
* Note: 115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
12-1 P.M.	1202	43
3-4 P.M.	1223	53
4-5 P.M.	1512	62
5-6 P.M.	1340	51

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



* Note: 80 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 60 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County: _____

District: _____

Engineer: John P DiedikerDate: October 31, 2025

Major Street: W Giles Rd (2050 Background) Lanes: 2 Major Approach Speed: 45
 Minor Street: 128th/Westport Lanes: 2 Minor Approach Speed: 25

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1/12/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)?
2. Is the intersection in a built-up area of an isolated community with a population < 10,000?

"70%" volume level may be used if Question 1 or 2 above is answered "Yes"

WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.

Unusual condition justifying use of warrant:

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume

Time	Major Vol.	Minor Vol.
AM	1320	10

Peak Hour 70% Volume

Time	Major Vol.	Minor Vol.
AM	1320	10

Criteria

1. Delay on Minor Approach

*(vehicle-hours)

Approach Lanes	1	2
Delay Criteria*	4.0	5.0

Delay*: Yes No

Fulfilled?:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

2. Volume on Minor Approach

One-Direction *(Vehicles per hour)

Approach Lanes	1	2
Volume Criteria*	100	150

Volume*: Yes No

Fulfilled?:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

3. Total Intersection Entering

Volume *(Vehicles per hour)

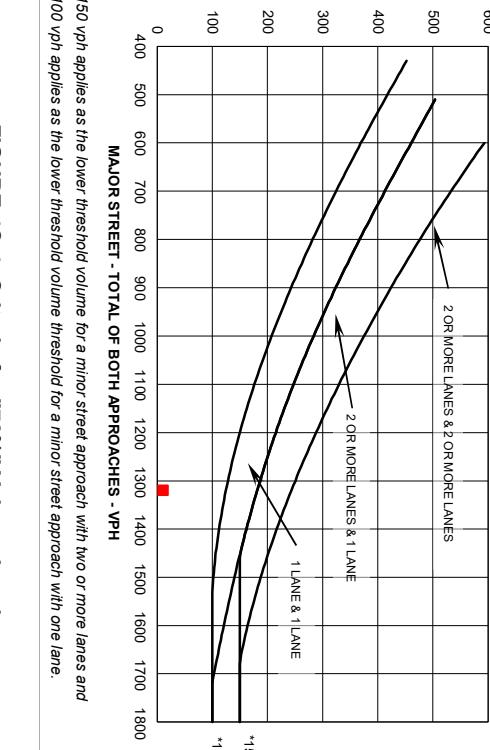
No. of Approaches	3	4
Volume Criteria*	650	800

Volume*: Yes No

Fulfilled?:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)

MINOR STREET APPROACH - VPH



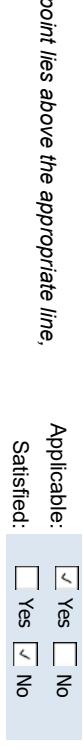
* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and

100 vph applies as the lower threshold volume for a minor street approach with one lane.

FIGURE 4C-3: Criteria for "100%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)

MINOR STREET APPROACH - VPH



* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and

100 vph applies as the lower threshold volume for a minor street approach with one lane.

* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and

75 vph applies as the lower threshold volume for a minor street approach with one lane.

TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County: _____

District: _____

Engineer: John P DiedikerDate: October 31, 2025

Major Street: W Giles Rd (2050 Background) Lanes: 2 Major Approach Speed: 45
 Minor Street: 128th/Westport Lanes: 2 Minor Approach Speed: 25

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1/12/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)?
2. Is the intersection in a built-up area of an isolated community with a population < 10,000?

"70%" volume level may be used if Question 1 or 2 above is answered "Yes"

WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.

Unusual condition justifying use of warrant:

1

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume

Time	Major Vol.	Minor Vol.
PM	1520	60

Peak Hour 70% Volume

Time	Major Vol.	Minor Vol.
PM	1520	60

Criteria

1. Delay on Minor Approach

*(vehicle-hours)

Approach Lanes	1	2
Delay Criteria*	4.0	5.0

Delay*: Yes No

Fulfilled?:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

2. Volume on Minor Approach

*(Vehicles per hour)

Approach Lanes	1	2
Volume Criteria*	100	150

Volume*: Yes No

Fulfilled?:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

3. Total Intersection Entering

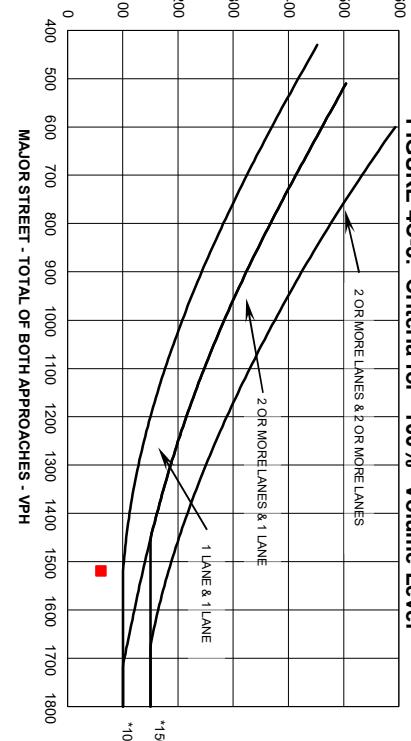
Volume *(Vehicles per hour)

No. of Approaches	3	4
Volume Criteria*	650	800

Volume*: Yes No

Fulfilled?:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

FIGURE 4C-4: Criteria for "70%" Volume Level
 (Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor street approach with one lane.

* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor street approach with one lane.

TRAFFIC SIGNAL WARRANT SUMMARY

City: <u>La Vista</u>	Engineer: <u>John P Diediker</u>
County: <u></u>	Date: <u>October 31, 2025</u>
Major Street: <u>W Giles Rd WB (2050 Background)</u>	Lanes: <u>2</u> Major Approach Speed: <u>45</u>
Minor Street: <u>W Giles Rd EBL</u>	Lanes: <u>1</u> Minor Approach Speed: <u>45</u>

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? Yes No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? Yes No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes"

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

Warrant 1 is satisfied if Condition A or Condition B is "100%" satisfied for eight hours.

Warrant 1 is also satisfied if both Condition A and Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems).

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

100% Satisfied: <input type="checkbox"/> Yes <input type="checkbox"/> No
80% Satisfied: <input type="checkbox"/> Yes <input type="checkbox"/> No
70% Satisfied: <input type="checkbox"/> Yes <input type="checkbox"/> No

Number of Lanes for moving traffic on each approach **Vehicles per hour on major street (total of both approaches)** **Vehicles per hour on minor street (one direction only)**

Major	Minor	100%^a	80%^b	70%^c	100%^a	80%^b	70%^c
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

^a Basic Minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours					
	7-8 A.M.	8-9 A.M.	11 A.M.-12 P.M.	12-1 P.M.	1-2 P.M.	3-4 P.M.
Major	350	365	425	485	475	450
Minor	80	100	190	195	165	195
	240	230			200	160

Existing Volumes

TRAFFIC SIGNAL WARRANT SUMMARY

Condition B - Interruption of Continuous Traffic

Condition B is intended for application where Condition A is not satisfied and the traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Applicable:
 Yes No
 Yes No
80% Satisfied:
 Yes No
 Yes No
70% Satisfied:
 Yes No

Number of Lanes for moving traffic on each approach	Vehicles per hour on major-street (total of both approaches)	Vehicles per hour on minor-street (one direction only)		
		100% ^a	80% ^b	70% ^c
1	1	750	600	525
2 or more	1	900	720	630
2 or more	2 or more	900	720	630
1	2 or more	750	600	525
		100	80	70
		80	70	70

^a Basic Minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours

Street	7-8 A.M.	8-9 A.M.	11 A.M.-12 P.M.	12-1 P.M.	1-2 P.M.	3-4 P.M.	4-5 P.M.	5-6 P.M.
Major	350	365	425	485	475	450	485	480
Minor	80	100	190	195	165	195	240	230

Existing Volumes

TRAFFIC SIGNAL WARRANT SUMMARY

City: **La Vista**
 County: _____
 District: _____

Engineer: **John P Diediker**
 Date: **October 31, 2025**

Major Street: **W Giles Rd WB (2050 Background)** Lanes: **2** Major Approach Speed: **45**
 Minor Street: **W Giles Rd EBL** Lanes: **1** Minor Approach Speed: **45**

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? Yes No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? Yes No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes"

Yes No

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

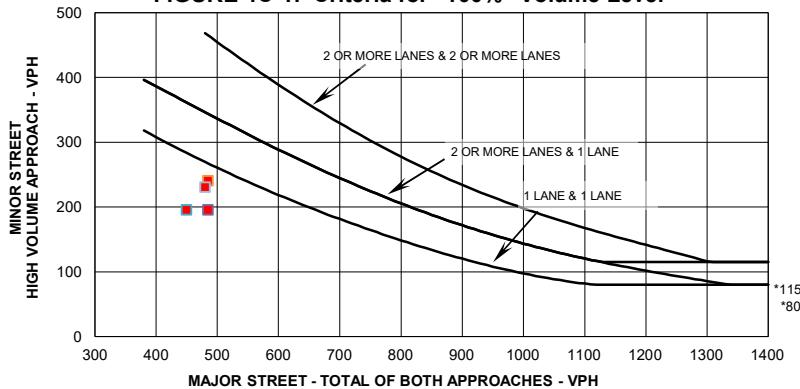
Applicable: Yes No

Satisfied: Yes No

Plot four volume combinations on the applicable figure below.

100% Volume Level

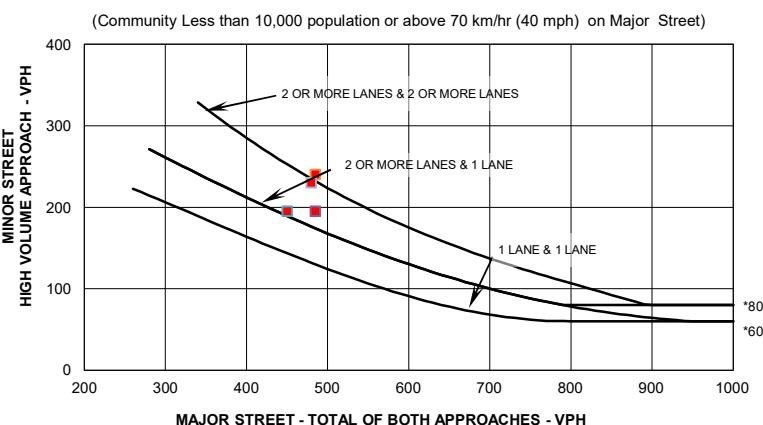
Four Highest Hours	Volumes	
	Major Street	Minor Street
12-1 P.M.	485	195
3-4 P.M.	450	195
4-5 P.M.	485	240
5-6 P.M.	480	230

FIGURE 4C-1: Criteria for "100%" Volume Level

* Note: 115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
12-1 P.M.	485	195
3-4 P.M.	450	195
4-5 P.M.	485	240
5-6 P.M.	480	230

FIGURE 4C-2: Criteria for "70%" Volume Level

* Note: 80 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 60 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County: _____

District: _____

Engineer: John P DiedikerDate: October 31, 2025

Major Street: W Giles Rd WB (2050 Background) Lanes: 2 Major Approach Speed: 45
 Minor Street: W Giles Rd EBL Lanes: 1 Minor Approach Speed: 45

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1/12/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)?
2. Is the intersection in a built-up area of an isolated community with a population < 10,000?

"70%" volume level may be used if Question 1 or 2 above is answered "Yes"

WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.

Unusual condition justifying use of warrant:

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume

Time	Major Vol.	Minor Vol.
AM	355	95

Peak Hour 70% Volume

Time	Major Vol.	Minor Vol.
AM	355	95

Criteria

1. Delay on Minor Approach

*(vehicle-hours)

Approach Lanes	1	2
----------------	---	---

Delay Criteria*	4.0	5.0
-----------------	-----	-----

Delayed?:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
-----------	--------------------------	-----	-------------------------------------	----

2. Volume on Minor Approach

One-Direction *(Vehicles per hour)

Approach Lanes	1	2
----------------	---	---

Volume Criteria*	100	150
------------------	-----	-----

Volume*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---------	--------------------------	-------------------------------------

Fulfilled?:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
-------------	--------------------------	-----	-------------------------------------	----

3. Total Intersection Entering

Volume *(Vehicles per hour)

No. of Approaches	3	4
-------------------	---	---

Volume Criteria*	650	800
------------------	-----	-----

Volume*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---------	--------------------------	-------------------------------------

Fulfilled?:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
-------------	--------------------------	-----	-------------------------------------	----

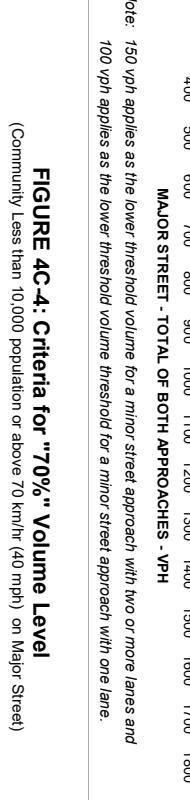
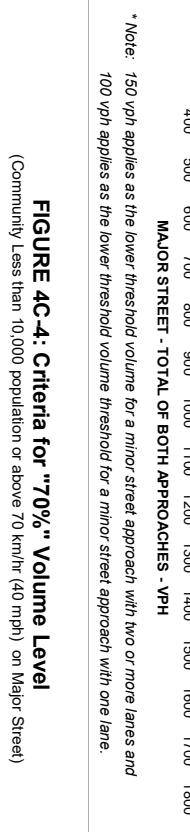
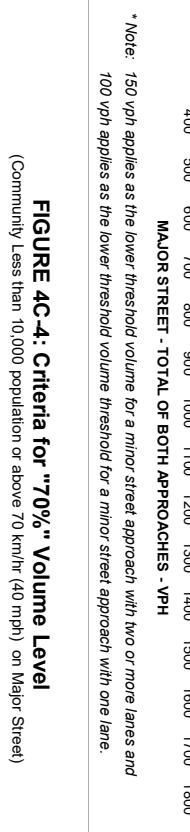


FIGURE 4C-4: Criteria for "70%" Volume Level



TRAFFIC SIGNAL WARRANT SUMMARY

City: La Vista

County: _____

District: _____

Engineer: John P DiedikerDate: October 31, 2025

Major Street: W Giles Rd WB (2050 Background) Lanes: 2 Major Approach Speed: 45
 Minor Street: W Giles Rd EBL Lanes: 1 Minor Approach Speed: 45

MUTCD Electronic Reference to Chapter 4: <http://mutcd.fhwa.dot.gov/pdfs/2009r1/12/part4.pdf>

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)?
2. Is the intersection in a built-up area of an isolated community with a population < 10,000?

"70%" volume level may be used if Question 1 or 2 above is answered "Yes"

WARRANT 3 - PEAK HOUR

If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.

Unusual condition justifying use of warrant:

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume

Time	Major Vol.	Minor Vol.
PM	510	240

Peak Hour 70% Volume

Time	Major Vol.	Minor Vol.
PM	510	240

Criteria

1. Delay on Minor Approach

*(vehicle-hours)

Approach Lanes	1	2
Delay Criteria*	4.0	5.0

Delay*		
Fulfilled?:	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No

2. Volume on Minor Approach

One-Direction *(Vehicles per hour)

Approach Lanes	1	2
Volume Criteria*	100	150

Volume*		
Fulfilled?:	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No

3. Total Intersection Entering

Volume *(Vehicles per hour)

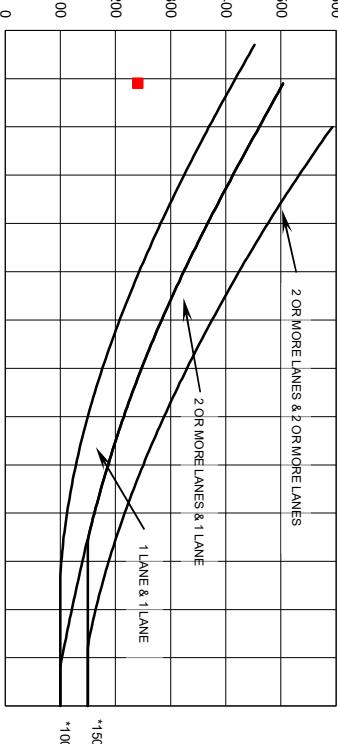
No. of Approaches	3	4
Volume Criteria*	650	800

Volume*		
Fulfilled?:	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)

* Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor street approach with one lane.



* Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

September 22, 2025

RE: Southport West Replat 10 TIS Review
FHU No. 115453-27

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

Dear Mr. Dowse:

We have completed our review of the Southport West Replat 10 Traffic Impact Study memo prepared by E&A Consulting Group, dated August 15, 2025. The Southport West development is located on the northwest quadrant of the intersection of 126th Street/Westport Parkway with West Giles Road in La Vista, Nebraska. Access to the site is proposed at three locations, a RIRO drive onto West Giles Road (Access Drive 1), a full access drive at the intersection of Westport Parkway with Portside Parkway (Access Drive 2), and an internal drive that connects north to an adjacent parcel (Access Drive 3). Three intersections have been included in the TIA analyses, Access Drives 1 and 2, and the intersection of 126th Street/Westport Parkway with West Giles Road.

Based upon our review of the information provided FHU offers the following comments:

1. Existing Section, Page 1, Figure 4: Several of the stop-controlled northbound and southbound movements at the intersection of 126th Street/Westport Parkway with West Giles Road currently operate at LOS E or F during the study peak hours. LOS E or F operations are not uncommon for stop-controlled side street movements during peak hours.
2. Signal Warrants Section, Page 1, Figures 2-3: MUTCD Traffic Signal Warrants 1, 2, and 3 were analyzed at the intersection of 126th Street/Westport Parkway with West Giles Road with Existing traffic volumes. The analysis was performed for two scenarios, with 100% of right turns and with 50% of right turns included. The MUTCD does allow for a reduction of right turns if signalization would not benefit those movements. For the southbound approach, the majority of traffic is right turns, and an exclusive right-turn lane is provided. Because an exclusive lane is provided, traffic signalization would have limited benefit to the southbound right-turn movement.

The applicant should add a scenario which assumes a 100% reduction of southbound right turns at the intersection of 126th Street/Westport Parkway with West Giles Road. A cursory review of traffic volumes indicates that MUTCD traffic signal warrants would not be satisfied for Existing conditions if southbound right turns are not considered in the traffic flow.

3. Background Conditions Section, Page 2: The memo refers to a new update to the MAPA LRTP and that 2050 volumes should be updated once the LRTP is published.

The applicant should update the traffic volumes used for projections once the MAPA LRTP is published and new baseline data is ready for use. Based on informal conversations with MAPA, that data is expected for use by November 2025.

4. Site Section, Page 2, Figure 9: The memo refers to the ITE Trip Generation Manual 11th Edition and provides expected site trip generation volumes for daily and peak hour time periods.

The applicant should provide a more detailed table of trip generation volumes. The total volumes appear reasonable, but a breakdown of trips by land use is typically provided in traffic impact studies for review.

5. 2050 Plus Site Section, Page 2: The memo assumes a traffic signal is in place at the intersection of 126th Street/Westport Parkway with West Giles Road for 2050 conditions analysis. As mentioned in comment #2, a cursory review of volumes indicates that a signal would not be warranted if right-turn volumes are reduced below 50%. Southbound right turns have an exclusive lane at the intersection and signalization would provide limited benefit to traffic operations.

The applicant should add a scenario which assumes a 100% reduction of southbound right turns at the intersection of 126th Street/Westport Parkway with West Giles Road. A cursory review of traffic volumes indicates that MUTCD traffic signal warrants may not be satisfied if southbound right turns are not considered in the traffic flow.

6. Study scope: From conversations with the City of La Vista, there are a few other projects in the study area to consider. The City is currently working on improvement plans for the Giles Road corridor, including the addition of lanes at the intersection of Giles Road with West Giles Road. NDOT also has a current RFP to study the BNSF Railway corridor between Omaha and Lincoln, which includes the at-grade crossing with West Giles Road just to the west of this project. Previous plans for that crossing included a potential viaduct which could impact the study intersections with Access Drive 1 and 126th Street/Westport Parkway.

The applicant should coordinate with the City of La Vista to identify study intersections for a revised TIS. A cursory review of site trips indicates that the volume of traffic expected from this development would not negatively impact the intersection of Giles Road with West Giles Road. The NDOT study of the BNSF corridor would need to evaluate impacts to the study area if nearby at-grade crossings were to be improved. Potential improvement concepts (either at-grade or grade separations) will need to consider development at this site and would include discussions with local public agencies.

September 22, 2025

Southport West Replat 10 TIS Review

Page 3

7. The DRAFT TIS memo was an internal E&A document from John Diediker to Kyle Vohl. A revised and final TIS memo should be signed and sealed by a Professional Engineer licensed to practice in the state of Nebraska.

If you have any questions regarding this review of the traffic study or if you would like to meet to discuss it in further detail, please email or give me a call at 402.402.4405.

Sincerely,

FELSBURG HOLT & ULLEVIG



Mark Meisinger, PE, PTOE

Principal

\fs01\OMA_Data\Projects\15-453 La Vista On-Call Traffic\27 Southport West Replat 10 TIS Review\Southport West Replat 10 TIA Review Letter 2025.09.22.docx



January 22, 2025

Chris Solberg
Deputy Community Development Director
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128

SENT VIA EMAIL

RE: Southport West Replat 10
Revised TIS 12/1/25

Mr. Solberg,

In response to the resubmittal Preliminary TIS received on 12/4/25, I offer the following comments:

Felsburg, Holt & Ullevig (FHU) has reviewed the revised TIS, however, several comments from the September 22, 2025 comment letter were not addressed.

Comment Number 4, the Applicant's engineer has not provided a more detailed table of trip generation, specifically a breakdown of trips by land use. This information is needed in order to back check assumptions and methods.

Comment Number 6, I am not aware if the Applicant's engineer has discussed the intersections with the City of La Vista and/or Sarpy County that the TIS should evaluate as commented on by FHU. The intersection of Giles Road and West Giles Road as well as 132nd Street and Giles Road should also be evaluated to understand what impacts may be anticipated as a result of the proposed development. The City has preliminary plans for improvements at the intersection of West Giles Road and Giles Road and can provide them to the Applicant's Engineer. There are anticipated improvements to the West Giles Road corridor in conjunction with the Nebraska Department of Roads and Burlington Northern Santa Fe (BNSF) Railroad Crossing Safety Improvement Plan project, however, recommended improvements are likely many years from implementation, if feasible. In review of the current Sarpy County Public Works 1 and 6 Road Program, there are anticipated signal improvements to the intersection of 132nd Street and

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



West Giles Road. Coordination and/or evaluation of this intersection for near term should be undertaken as to address traffic impacts to the intersection as a result of the proposed development.

Comment Number 7, the TIS still appears to be an internal memo, and not a formal TIS. TIS should be formalized, signed, and sealed by a registered Professional Engineer in the State of Nebraska.

Sincerely,

Patrick M. Dowse
City Engineer

Enclosure

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

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September 22, 2025

RE: Southport West Replat 10 TIS Review
FHU No. 115453-27

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

Dear Mr. Dowse:

We have completed our review of the Southport West Replat 10 Traffic Impact Study memo prepared by E&A Consulting Group, dated August 15, 2025. The Southport West development is located on the northwest quadrant of the intersection of 126th Street/Westport Parkway with West Giles Road in La Vista, Nebraska. Access to the site is proposed at three locations, a RIRO drive onto West Giles Road (Access Drive 1), a full access drive at the intersection of Westport Parkway with Portside Parkway (Access Drive 2), and an internal drive that connects north to an adjacent parcel (Access Drive 3). Three intersections have been included in the TIA analyses, Access Drives 1 and 2, and the intersection of 126th Street/Westport Parkway with West Giles Road.

Based upon our review of the information provided FHU offers the following comments:

1. Existing Section, Page 1, Figure 4: Several of the stop-controlled northbound and southbound movements at the intersection of 126th Street/Westport Parkway with West Giles Road currently operate at LOS E or F during the study peak hours. LOS E or F operations are not uncommon for stop-controlled side street movements during peak hours.
2. Signal Warrants Section, Page 1, Figures 2-3: MUTCD Traffic Signal Warrants 1, 2, and 3 were analyzed at the intersection of 126th Street/Westport Parkway with West Giles Road with Existing traffic volumes. The analysis was performed for two scenarios, with 100% of right turns and with 50% of right turns included. The MUTCD does allow for a reduction of right turns if signalization would not benefit those movements. For the southbound approach, the majority of traffic is right turns, and an exclusive right-turn lane is provided. Because an exclusive lane is provided, traffic signalization would have limited benefit to the southbound right-turn movement.

The applicant should add a scenario which assumes a 100% reduction of southbound right turns at the intersection of 126th Street/Westport Parkway with West Giles Road. A cursory review of traffic volumes indicates that MUTCD traffic signal warrants would not be satisfied for Existing conditions if southbound right turns are not considered in the traffic flow.

3. Background Conditions Section, Page 2: The memo refers to a new update to the MAPA LRTP and that 2050 volumes should be updated once the LRTP is published.

The applicant should update the traffic volumes used for projections once the MAPA LRTP is published and new baseline data is ready for use. Based on informal conversations with MAPA, that

this was not completed

: expected for use by November 2025.

4. Site Section, Page 2, Figure 9: The memo refers to the ITE Trip Generation Manual 11th Edition and provides expected site trip generation volumes for daily and peak hour time periods.

The applicant should provide a more detailed table of trip generation volumes. The total volumes appear reasonable, but a breakdown of trips by land use is typically provided in traffic impact studies for review.

5. 2050 Plus Site Section, Page 2: The memo assumes a traffic signal is in place at the intersection of 126th Street/Westport Parkway with West Giles Road for 2050 conditions analysis. As mentioned in comment #2, a cursory review of volumes indicates that a signal would not be warranted if right-turn volumes are reduced below 50%. Southbound right turns have an exclusive lane at the intersection and signalization would provide limited benefit to traffic

**E&A used EBL
Minor condition to
satisfy warrants**

operations.

The applicant should add a scenario which assumes a 100% reduction of southbound right turns at the intersection of 126th Street/Westport Parkway with West Giles Road. A cursory review of traffic volumes indicates that MUTCD traffic signal warrants may not be satisfied if southbound right turns are not considered in the traffic flow.

6. Study scope: From conversations with the City of La Vista, there are a few other projects in the study area to consider. The City is currently working on improvement plans for the Giles Road corridor, including the addition of lanes at the intersection of Giles Road with West Giles Road. NDOT also has a current RFP to study the BNSF Railway corridor between Omaha and Lincoln, which includes the at-grade crossing with West Giles Road just to the west of this project. Previous plans for that crossing included a potential viaduct which could impact the study intersections with Access Drive 1 and 126th Street/Westport Parkway.

The applicant should coordinate with the City of La Vista to identify study intersections for a revised TIS. A cursory review of site trips indicates that the volume of traffic expected from this development would not negatively impact the intersection of Giles Road with West Giles Road. The NDOT study of the BNSF corridor would need to evaluate impacts to the study area if nearby at-grade crossings were to be improved. Potential improvement concepts (either at-grade or grade separations) will need to consider development at this site and would include discussions with local public agencies.

September 22, 2025

Southport West Replat 10 TIS Review

Page 3

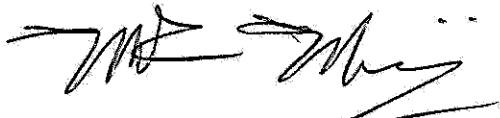
this was not
completed

7. The DRAFT TIS memo was an internal E&A document from John Diediker to Kyle Vohl. A revised and final TIS memo should be signed and sealed by a Professional Engineer licensed to practice in the state of Nebraska.

If you have any questions regarding this review of the traffic study or if you would like to meet to discuss it in further detail, please email or give me a call at 402.402.4405.

Sincerely,

FELSBURG HOLT & ULLEVIG



Mark Meisinger, PE, PTOE

Principal

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CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 20, 2026 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – RIGHT OF WAY SERVICES – GILES ROAD WIDENING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing an agreement with Midwest Right of Way Services of Omaha, Nebraska, for right of way services for the Giles Road Widening project for the Burlington Northern Sante Fe (BNSF) Bridge to I-80 Eastbound On/Off Ramps in an amount not to exceed \$38,250.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

On January 16, 2024, Council approved a Professional Services Agreement with Alfred Bensch & Company (Benesch) for the design of the above reference project to provide for roadway rehabilitation, auxiliary lane, drainage and signal improvements along Giles Road from the BNSF Bridge west of 120th Street to the on/off Ramps of I-80 Eastbound to facilitate asset rehabilitation and capacity improvements on this section of Giles Road. As Benesch has submitted the 90% design plans to staff, work can begin on acquiring the right-of-way easements and acquisitions necessary to complete the project.

Midwest Right of Way Services has submitted the attached proposal for review and execution. Midwest Right of Way Services will begin work immediately upon approval, and work is expected to be completed over the next several months, to which the Giles Road Widening project is anticipating bidding for construction in FY27 /FY28.

A copy of the proposal is attached for review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MIDWEST RIGHT OF WAY SERVICES, OMAHA, NEBRASKA FOR THE RIGHT OF WAY ACQUISITION SERVICES FOR THE GILES ROAD WIDENING PROJECT IN AN AMOUNT NOT TO EXCEED \$38,250.00.

WHEREAS, the City Council of the City of La Vista has determined that said services are necessary; and

WHEREAS, the FY25/FY26 Biennial Budget includes funding for this project; and

WHEREAS Subsection (C) (8) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secures City Council approval in accordance with the Purchasing Policy approved by City Council;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Midwest Right of Way Services, Omaha, Nebraska for right of way acquisition services for the Giles Road Widening project in an amount not to exceed \$38,250.00.

PASSED AND APPROVED THIS 20TH DAY OF JANUARY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



January 5, 2026

**MIDWEST
RIGHT OF WAY
SERVICES**

City of La Vista, Nebraska

**Giles Road
Widening Project
BNSF Bridge to I-80**

John Borgmeyer
john.borgmeyer@midwestrow.com
13425 A Street
Omaha, Nebraska 68144
402-955-2900



MIDWEST
R | O | W

PROPOSAL FOR SERVICES

City of La Vista, Nebraska

Giles Road Widening

BNSF Bridge to I-80

Patrick Dowse, PE, City Engineer

City of La Vista

9900 Portal Road

La Vista, Nebraska 68128

PROJECT UNDERSTANDING

This project involves the acquisition of right of way and easements from six (6) parcels of land for the Giles Road Widening Project. The project is located in the area of Giles Road between the BNSF Bridge and I-80 in La Vista, Nebraska.

PROJECT MANAGEMENT

This task will involve management of all project elements to ensure the acquisition process is streamlined, appropriate progress is made, and schedules are met. The project manager will be responsible for the coordination of the title work, appraisals/valuations, and right of way acquisitions.

TITLE SEARCHES

Title searches will be ordered for the properties to be acquired in order to determine fee ownership and any liens and encumbrances which will affect the title. Midwest Right of Way Services will contract with Nebraska Title in Omaha, Nebraska, to provide these services and pass the cost through to the City of La Vista at no additional cost.

APPRAISALS

This task involves the preparation of six (6) appraisal reports which will provide a value for the property to be acquired. Giff Property Services will prepare the appraisal reports for this project. Several of Giff Property Services staff members are approved by the State of Nebraska Department of Transportation to provide appraisal reports for right of way projects. The appraisal reports will be provided to the City of La Vista for their use in determining Just Compensation. Midwest will pass the cost of this service through to the City of La Vista at no additional cost.

ACQUISITION

Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective before meeting with the property owner. During our initial meeting with the owner our agent will prepare all documents, present and explain the offer, and answer all acquisition-related questions. We will secure signatures from all interested parties through negotiations. Our acquisition agents will obtain tenant information from property owners and proceed to obtain signed a leasehold contract, if applicable. We will negotiate in good faith and keep records of all contacts made.

If necessary, a recommendation for a negotiated settlement will be made to the City of La Vista representatives. When an agreement is reached, we will obtain the necessary signatures of all interested parties. Our goal will be to acquire the necessary property through amicable negotiations. If condemnation is required, we will work with the City of La Vista and its attorney to file the necessary documents and be available to assist with condemnation preparation or court testimony.

ECONOMIC EQUITY AND INCLUSION PROGRAM

Midwest Right of Way Services, Inc. is a participant in the City of Omaha Economic Equity and Inclusion Program.

VETERAN-OWNED BUSINESS

Midwest Right of Way Services is a veteran-owned business.

TEAM MEMBERS

John Borgmeyer, RWA-GN, Right of Way Agent, is the Vice President for Midwest Right of Way Services, Inc. He has performed acquisition negotiations for state, local and federally funded projects in Nebraska, Iowa and Kansas, and relocation assistance for local and federally funded projects in Nebraska. His experience includes roadway, airport, drainage, and sewer projects.

Maria Rodriguez, R/W-RAC, Right of Way Agent, is a project manager and has worked for Midwest Right of Way Services since October, 2013. Prior to joining the Midwest team, she performed acquisition negotiations and relocation assistance in Arizona and Nevada since 2006. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects. Maria is fluent in Spanish.

Stacey A. Kroeger, SR/WA, R/W-RAC, Right of Way Agent, has worked for Midwest Right of Way Services since February 2001. She has performed acquisition negotiations and relocation assistance since May, 2005. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects.

Jim Abbott, Right of Way Agent, has worked for Midwest Right of Way Services since January, 2017. He has performed acquisition negotiations for sewer and roadway projects in Omaha, Lincoln, Sarpy County and Douglas County in Nebraska and roadway projects in Iowa. His experience includes twenty years of real estate management of commercial and investment properties in the Midwest working for a management company throughout Nebraska, Iowa, and South Dakota.

Chris Wayne, SR/WA, Right of Way Agent, has worked for Midwest Right of Way Services since May, 2020. His experience includes over 30 years of urban planning and redevelopment experience working for the City of Omaha. Chris has extensive knowledge in the real estate, right of way acquisition, and relocation assistance service field.

Caleb Schescke, Right of Way Agent, has worked Midwest Right of Way Services since February 2022. Caleb graduated from University of Nebraska at Kearney in 2020. Caleb received his real estate license in 2022. He has experience working on Utility, Roadway, and drainage projects in Nebraska.

Alexa Cradduck, Right of Way Agent, joined the Midwest Right of Way Services team in January 2023. Alexa received her real estate license in 2024. Her experience includes preparation of right of way documents as well as agreements and contracts for various agencies. She has experience working on state, local and federally funded projects.

PAYMENT FOR SERVICES

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	Hourly Salary Rates
Project Manager	\$ 150.00
Right of Way Agent	\$ 125.00
Relocation Agent	\$ 125.00
Document Preparation and Administrative Services	\$ 75.00
Mileage at Standard IRS Rate *2025	\$ 0.70

*Mileage will be billed in addition to the above fees, at the standard IRS rate for the year in which the miles were incurred.

Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on a monthly basis for actual services rendered and real expenses incurred. The cost of services was estimated at a maximum fee. Should additional fees and costs be necessary, an amendment to this proposal will be submitted for approval prior to providing ongoing services.

RIGHT OF WAY SERVICES

Project Management	6	Tracts @	\$ 300.00	each =	\$ 1,800.00
Negotiation Services	6	Tracts @	\$ 3,750.00	each =	\$ 22,500.00
Administrative Services	6	Tracts @	\$ 225.00	each =	\$ 1,350.00

Total Right of Way Costs:	\$ 25,650.00
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The pass-through costs will be as follows:

Title Services	6	Reports @	\$ 200.00	each =	\$ 1,200.00
Appraisal Reports	6	Reports @	\$ 1,900.00	each =	\$ 11,400.00

Total Pass-Through Costs:	\$ 12,600.00
----------------------------------	---------------------

The maximum fee for this project is **\$38,250.00**.

If the above-described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.

A handwritten signature in blue ink, appearing to read "John B".

John E. Borgmeyer
Vice President

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

Authorized Representative

Date

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 20, 2026 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – APPLEWOOD CREEK INDEPENDENT MODEL REVIEW	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing a professional services agreement with Embris Group, LLC to provide an independent review of the Hydrologic and Hydraulic (H&H) Modeling as submitted to the City for the Applewood Creek Culvert Improvement projects by the Cimarron Woods SID in an amount not to exceed \$40,260.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for this work.

RECOMMENDATION

Approval.

BACKGROUND

The Cimarron Woods SID continues to work with the City to provide a solution to convey stormwater flows from the SID boundary through the culvert crossings at the Burlington Northern Santa Fe (BNSF) Railroad, Brentwood Drive, Giles Road and Portal to the West Papio Creek. The SID wishes to increase capacity at the four (4) above referenced culvert crossings and has intimated the engineering design of said culverts by E&A Consulting. The City, in discussions with staff at the City of Papillion and the Papio Missouri River NRD, desire to procure a consultant to independently review the modeling proposed by E&A Consulting and to finalize the design of the said four (4) culverts and begin the process of permitting and construction.

A copy of the scope is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EMBRIS GROUP, LCC TO PROVIDE AN INDEPENDENT REVIEW OF THE HYDROLOGIC AND HYDRAULIC MODELING FOR THE APPLEWOOD CREEK CULVERT IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$40,260.00.

WHEREAS, the City Council of the City of La Vista has determined that said services are necessary; and

WHEREAS, the FY25/FY26 Biennial Budget includes funding for this work; and

WHEREAS Subsection (C) (8) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secures City Council approval in accordance with the Purchasing Policy approved by City Council;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Embris Group, LLC to provide an independent review of the Hydrologic and Hydraulic Modeling for the Applewood Creek Culvert Improvement Project in an amount not to exceed \$40,260.00.

PASSED AND APPROVED THIS 20TH DAY OF JANUARY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between City of La Vista ("Owner") and Embris Group, LLC ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Applewood Creek Independent Model Review ("Project").

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit C.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Basis of Payment:

1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class.
 - b. The total compensation for Services is estimated to be \$40,260.00. The total compensation shall not exceed \$40,260.00 ("Not to Exceed Amount") unless approved in writing by the Owner though a contract amendment to this Agreement.

- B. Owner shall pay Engineer as set forth in Section 3.01(A) and Exhibit B, and per the terms in Exhibit C.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer; provided, however, any rate adjustment of personnel performing work under this Agreement shall be provided to Owner in writing at least 10 days before such rates are effective, and total compensation payable to Engineer under this Agreement shall not exceed the Not to Exceed Amount except by amendment as described in Section 3.01(A)(1)(b). The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – Breakdown of Costs
Exhibit C – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above and incorporated into this Agreement by reference) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of La Vista

Engineer: Embris Group, LLC

By: _____

By: _____ Nick Sutko

Title: _____

Title: _____ Principal

Date Signed: _____

Date Signed: _____ 01/14/2026

Address for giving notices:

Address for giving notices:

Embris Group, LLC
963 N 13th Street
Fort Calhoun, NE 68023

Embris Group, LLC (ENGINEER) agrees to provide the City of La Vista (OWNER) engineering consulting services as outlined herein for a project generally described as Applewood Creek Independent Model Review (PROJECT).

PROJECT DESCRIPTION

Over the last 10 to 15 years Cinnamon Woods SID 237 (SID 237) has experienced flooding upstream of the Burlington Northern Sante Fe (BNSF) railroad along Applewood Creek in the area generally indicated in Figure 1, causing damage to homes. E &A Consulting (E&A) has investigated alternatives to reduce the potential for home flooding which included providing additional conveyance capacity, upstream storage, home buyouts, and a “do nothing” alternative. The preferred alternative includes providing additional conveyance capacity at the points generally indicated in Figure 1, including increasing conveyance capacity through the culvert under the Burlington Northern Santa Fe (BNSF) railroad track. Due to the fact the BNSF railroad is in the upstream reaches of the Applewood Creek watershed, culvert capacity improvements for providing additional conveyance capacity are also proposed at the downstream road crossings to address any potential flooding issues. These culvert capacity improvements include increasing conveyance capacity through the culverts beneath Brentwood Drive, Giles Road, and Portal Road at the points indicated in Figure 1. E&A has completed hydrologic and hydraulic (H&H) analyses and 60% plans for the proposed improvements.

The OWNER, SID 237, BNSF, and SID 276 each owns and maintains some or all of the the culverts, tracks, roads, facilities, areas or grounds included in the proposed improvements, including without limitation assets (the BNSF railroad tracks, Brentwood Drive, Giles Road, and Portal Road) and drainageways along Applewood Creek as generally depicted in Figure 1 and OWNER has requested that a model and hydraulic results review of such areas and proposed improvements be conducted. The review will include the following primary components:

- Hydrologic Models Review
- Hydraulic Models Review
- Design Plan Verification
- Hydraulic Design Review

These efforts will be conducted in cooperation of SID 237, BNSF, and OWNER with the City of Papillion and Papio Missouri River Natural Resources District (PM-NRD) and in coordination with E&A.

DOCUMENTS AND DATA RECEIVED

- Culvert Study for Applewood Creek dated October 31, 2022 – E&A
 - Includes Cimarron Terrace Apartments Drainage Study 2010
 - Includes Cimarron Terrace Phase 3 Drainage Report 2025
- Cimarron Woods Channel Improvements Plans – March of 2025 – E&A
- Portal Ridge Channel Improvements Plans - March of 2025 – E&A
- Cimarron Woods Channel Project Description Correspondence – E&A – Dustin Simmons
- Cimarron Woods HMS Model
- HEC-RAS Models (Lower and Upper Models)

Such studies, plans, correspondence and models shall be incorporated into this Agreement by reference.

KEY UNDERSTANDINGS/ASSUMPTIONS

- OWNER will provide available as-built information on existing assets as needed.
- ENGINEER shall bear no responsibility or liability for the accuracy, validity, or completeness of any models, calculations, analyses, or results prepared by others, and such items are reviewed solely for the limited purpose of this evaluation.
- H&H models will be provided by E&A. No alternative analyses or additional simulations will be conducted.

SCOPE OF SERVICES

1 PROJECT MANAGEMENT

1.1 Project Administration

ENGINEER will provide monthly progress reports and invoices in a format acceptable to the OWNER. It is assumed that three (3) invoices and progress reports will be provided.

1.2 Progress/Coordination Meetings

ENGINEER will facilitate meetings to provide updates on the project and coordinate with the project partners, which include discussing work completed and findings, data needs, action items, schedule, budget, or other topics as pertinent to the delivery of the project. ENGINEER will prepare the meeting agendas, prepare and distribute draft meeting summaries for review and comment by the attendees, and will prepare and distribute final meeting summaries incorporating responses to comments provided on the draft summaries. It is assumed that three (3) progress meetings will be conducted.

Task 1 Deliverables

- Monthly progress/coordination meeting agendas and summaries, invoices, and status reports

2 H&H MODEL REVIEW

This task includes H&H model review for Applewood Creek to ensure the model development followed OWNER standards, the Omaha Regional Stormwater Design Manual (ORSDM), current edition, and accurately represent the existing and proposed conditions.

2.1 Hydrologic Model Review

It is understood that three hydrologic models or sources have been developed/utilized to establish peak design flows for the Applewood Creek watershed. These include:

- Upper Model - Upstream of BNSF Railroad – HEC-HMS Model - 2010 Drainage Study
- Middle Model - From BNSF Railroad to approximately Floyd Street - HydraFlow Model
- Lower Model – Preliminary FEMA Flows

ENGINEER will review the Upper HEC-HMS and Middle HydraFlow hydrologic models. It is assumed the preliminary FEMA model and flows will not be reviewed. ENGINEER will review hydrologic model inputs to ensure runoff method parameters are consistent and accurate. Engineer will verify the peak design flows and ensure methodology for establishing design flows. Model review parameters will include but are not limited to the following:

- Sub-catchment areas
- Curve number's (CN)
- Time concentration (Tc)
- Hydrologic routing methods
- Rainfall data
- Flow change locations
- Peak flow verification

Hydrologic model review findings will be summarized in the H&H Model Review Memorandum included in Task 2.4.

2.2 Hydraulic Model Review

It is understood that two hydraulic models have been developed/utilized to evaluate hydraulic conditions along Applewood Creek. These include:

- Upper Model – HEC-RAS 2D Unsteady Model
 - Boundary is at limits of FEMA mapping, located at approximately Floyd Street
- Lower Model = HEC-RAS 1D Steady Model adopted from FEMA Preliminary mapping
 - Lower Model includes Duplicate, Corrected Effective, Pre-Project, and Post-Project plans

ENGINEER will review the Upper and Lower HEC-RAS models. ENGINEER will review hydraulic model inputs. Model review parameters will include but are not limited to the following:

- Simulation parameters
- Boundary conditions
- Cross section data
- 2D meshes
- Manning's n values
- Ineffective flow areas
- Boundary conditions
- Culvert/Roadway crossing data
- Model stability
- Verification that plans match models

Hydraulic model review findings will be summarized in the H&H Model Review Memorandum included in Task 2.4.

2.3 Hydraulic Results and Design Review

ENGINEER will review hydraulic characteristics at the culvert crossings located at BNSF railroad, Brentwood Drive, Giles Road, and Portal Road and along Applewood Creek to identify changes and summarize hydraulic conditions. This includes but is not limited to:

- Review of channel velocities and shear stresses
- Review culvert entrance and exit velocities
- Review of Water Surface Elevations (WSEs)
- Comparison of existing to proposed hydraulic conditions
- Ensuring culvert design criteria are met
 - A summary of hydraulic conditions at each culvert will be provided

Hydraulic results and design review findings will be summarized in the H&H Model Review Memorandum included in Task 2.4.

2.4 Model Review Memorandum

ENGINEER will provide a summary of the Hydrologic and Hydraulic review findings and checklists in a H&H Model Review Memorandum. A DRAFT memorandum will be provided for OWNER review. OWNER comments will be provided, and ENGINEER will address comments and submit a FINAL H&H Model Review Memorandum.

Task 2 Deliverables

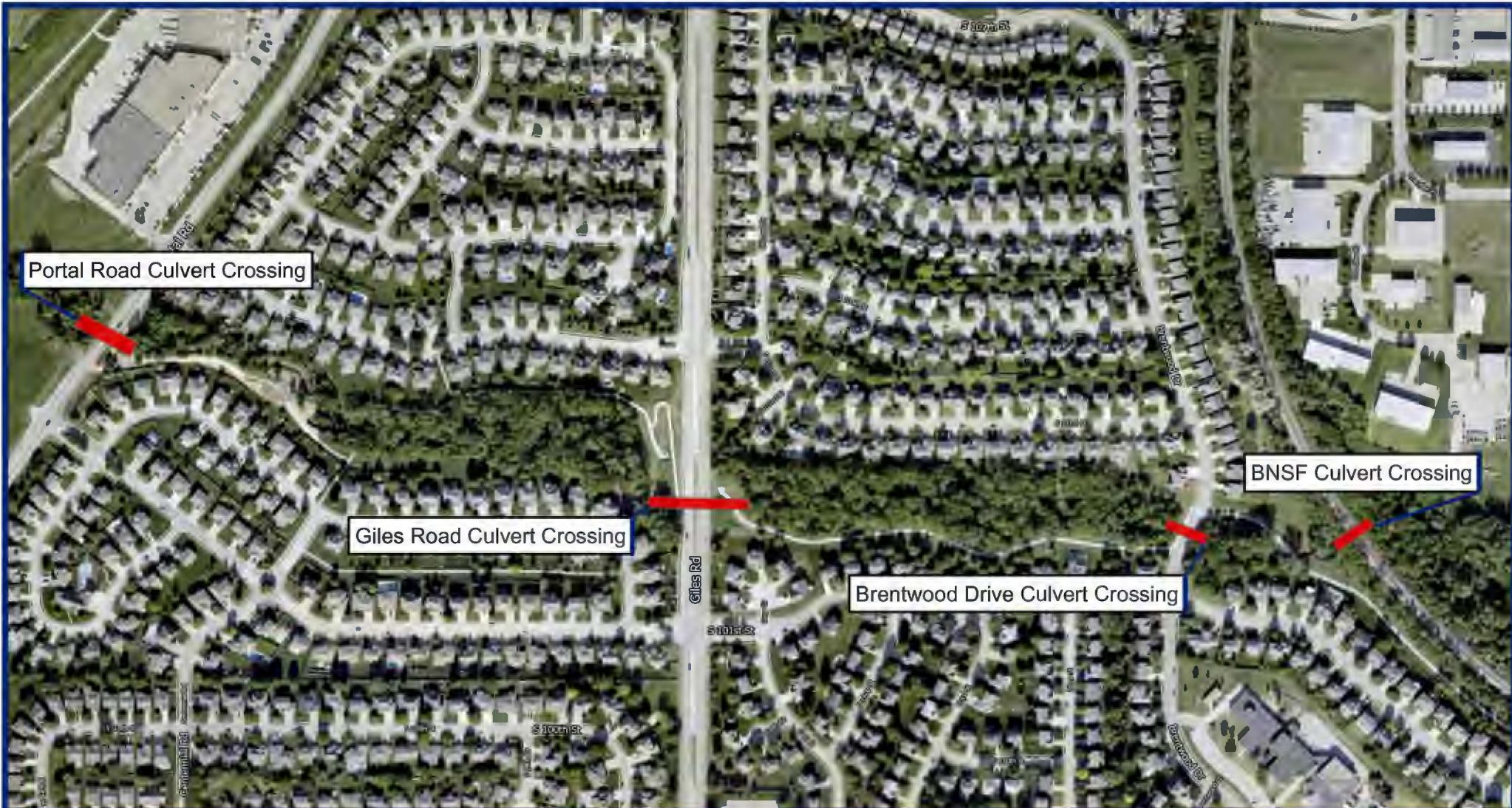
- Draft and Final H&H model review memorandum

ASSUMPTIONS

- OWNER will provide for relevant staff or other parties to participate in meetings.
- OWNER will provide requested information and data in a timely manner.
- OWNER will provide timely review and processing of monthly invoices.
- OWNER will provide timely review and comment on project deliverables.

SCHEDULE

A detailed project schedule will be developed prior to the project kickoff meeting, which schedule shall be deemed incorporated in the Scope of Services and this Agreement by reference. It is assumed the PROJECT will be implemented within 120 days of Notice to Proceed. It is assumed a Notice to Proceed from the OWNER will occur in January of 2026.



— Culverts



z

Applewood Creek H&H Review - FIGURE 1



EXHIBIT B - BREAKDOWN OF COSTS

CITY OF LA VISTA - APPLEWOOD CREEK INDEPENDENT MODEL REVIEW



		Project Manager	QA/AC Manager	Project Engineer		
		2025 Hourly Billing Rate	\$ 215.00	\$ 195.00	\$ 195.00	
Task No.	Task Description				Total Hours per task	Total
1	Project Management	10	0	6	16	\$ 3,320.00
1.1	Project Administration	4			4	\$ 860.00
1.2	Progress/Coordination Meetings	6		6	12	\$ 2,460.00
2	H&H Model Review	14	10	164	188	\$ 36,940.00
2.1	Hydrologic Model Review	2	2	60	64	\$ 12,520.00
2.2	Hydraulic Model Review	2	2	60	64	\$ 12,520.00
2.3	Hydraulic Results and Design Review	2	2	20	24	\$ 4,720.00
2.4	Model Review Memorandum	8	4	24	36	\$ 7,180.00
Total Hours		24	10	170	204	\$ 40,260.00

1. SCOPE OF SERVICES: Embris Group, LLC (Engineer) shall perform the services described in Exhibit A. Engineer shall invoice the Owner for these services at the fee stated in Article 3 of the Agreement.

2. ADDITIONAL SERVICES: Engineer can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates, provided such additional work, services, fees and rates shall be specified in an amendment of this Agreement executed by both parties.

3. OWNER RESPONSIBILITIES: The Owner shall provide all criteria and full information as to the Owner's requirements for the project; designate and identify in writing a person to act with authority on the Owner's behalf in respect to all aspects of the project; examine and respond promptly to Engineer's submissions; and give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any defect in work; provided, however, any amendment or termination of this Agreement shall require prior approval of governing body of Owner.

Unless otherwise agreed, the Owner shall furnish Engineer with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the Owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While Engineer shall take reasonable precautions to minimize damage to the property, it is understood by the Owner that in the normal course of work some damage may occur, the restoration of which is not a part of this Agreement.

4. TIMES FOR RENDERING SERVICES: Engineer's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, Engineer's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of Engineer, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the Owner has requested changes in the scope, extent, or character of the project, the time of performance of Engineer's services shall be adjusted equitably. Provided, however, any such changes to periods of time, dates, rates or amounts of compensation pursuant to this paragraph shall be set forth in a written amendment to this Agreement executed by both parties.

5. INVOICES: Engineer shall submit invoices to the Owner monthly for services provided to date and a final bill upon completion of services. Undisputed amounts of any invoices are due and payable within 45 days of receipt. Undisputed amounts of invoices are considered past due after 45 days.

If the Owner fails to make any payment of any undisputed amounts due to Engineer for services satisfactorily performed within 45 days after receipt of Engineer's statement, Engineer may, after giving 30 days' written notice to the Owner, suspend services to the Owner under this

Agreement until Engineer has been paid in full all such amounts.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by Engineer under the Agreement shall be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality.

Engineer shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the Owner shall not be responsible for discovering deficiencies therein. Engineer shall correct such deficiencies without additional compensation except if the deficiencies are solely caused by deficiencies in Owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the Owner on a future extension of this project, or any other project without Engineer's written authorization shall be at the Owner's risk and the Owner agrees to indemnify and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by Engineer. Files in electronic media format of text, data, graphics, or of other types that are furnished by Engineer to the Owner are only for convenience of the Owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the electronic format of the data thus transferred. Any errors detected in the electronic format of data within the 30 day acceptance period shall be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by the Owner.

b. When transferring documents in electronic media format, Engineer makes no representations as to long term compatibility, usability, or readability of such documents in such format resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the project.

c. The Owner may make and retain copies of documents for information and reference in connection with use on the project by the Owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by Engineer for extensions of the project or for any other project shall entitle Engineer to further compensation at rates to be agreed upon by the Owner and Engineer in a written amendment to this Agreement executed by both parties.

9. SUBCONSULTANTS: Engineer may employ consultants as Engineer deems necessary to assist in the performance of the services. Engineer shall not be required to employ any consultant unacceptable to Engineer. Engineer shall, at its sole discretion, include up to a 10% markup of subconsultant fees on invoices to Owner. Notwithstanding anything in this paragraph to the contrary, Engineer shall be responsible for full performance of this Agreement, and any proposed use of consultants by Engineer shall require written amendment executed by both parties.

10. INSURANCE: Engineer shall procure and maintain the following insurance during the performance of services under this Agreement:

- a. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- b. Auto Liability
 - i. Combined Single: \$1,000,000
- c. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- d. Professional Liability:
 - i. Each Occurrence: \$2,000,000
 - ii. General Aggregate: \$5,000,000

e. All policies of property insurance shall contain provisions to the effect that Engineer and Engineer's consultants' interests are covered, shall include Owner and Owner's officials, officers, employees and agents, and each of them, as additional named insureds, shall be primary and shall provide that in the event of payment of any loss or damage the insurers shall have no rights of subrogation or recovery against any of the insureds or additional insureds thereunder.

11. TERMINATION: This Agreement may be terminated by either party upon 30 days prior written notice. In the event of termination, Engineer shall be compensated by Owner for all services satisfactorily performed up to and including the termination date.

12. GOVERNING LAW: This Agreement is to be governed by the law of the state of Nebraska. Any claim or dispute arising out of or resulting from this Agreement shall be filed and resolved in and by the District Court of Sarpy County, Nebraska. Each party agrees that it shall not directly or indirectly contest or challenge jurisdiction or venue of or in such Court.

13. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The Owner and Engineer, and their respective partners, successors, heirs, executors, administrators, and assigns, and each of them, are hereby jointly and severally bound by this Agreement and all covenants, agreements and obligations of this Agreement.

- a. Neither the Owner nor Engineer may assign, sublet, or transfer this Agreement, or any rights under, interest (including, but without

limitation, monies that are due or may become due) in, or obligation under this Agreement without the prior written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

b. Unless expressly provided otherwise in this Agreement: Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the Owner or Engineer to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of the Owner and Engineer and not for the benefit of any other party.

14. PRECEDENCE: The standards, terms, and conditions of this Agreement shall take precedence over any inconsistent or contradictory language contained in any prior proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Engineer's services.

15. SEVERABILITY: Any provision or part of the Agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex.

17. E-VERIFY: Engineer shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 20, 2026 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT – SARPY COUNTY DRONE TEAM	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MIKE SCHOFIELD CHIEF OF POLICE

SYNOPSIS

A resolution has been prepared to approve an Interlocal Cooperation Agreement between the cities of La Vista, Bellevue, Papillion and Sarpy County for the Sarpy County Consolidated Drone Team.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

This agreement will create a joint Sarpy County Consolidated Drone Team to better coordinate the drone response among the agencies within the county and create a better understanding that the use of drones by law enforcement officers can lead to increased efficiency and situational awareness during high stake calls.

A Drone Team Advisory Board comprised of the chief law enforcement officer for each of the four (4) participating agencies makes recommendations on the day-to-day operations of the Drone Team.

The Drone Team Advisory Board voted unanimously to establish the agreement for a period of three (3) years, with the Papillion Police Department providing the team commander.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR THE SARPY COUNTY CONSOLIDATED DRONE TEAM.

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

WHEREAS, for the purpose of providing advanced technology, including the use of small, unmanned aircraft system technology to assist law enforcement officers in investigations; and

WHEREAS, the police departments also recognize that delivery of these services can be done most cost-effectively and with enhanced flexibility when forces are combined and said agreement is in the best interest of the citizens of La Vista; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement between the cities of La Vista, Bellevue, Papillion and Sarpy County for the Sarpy County Consolidated Drone Team.

PASSED AND APPROVED THIS 20TH DAY OF JANUARY 2026.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Rachel D. Carl, CMC
City Clerk

Agreement Sarpy County Consolidated Drone Team

This Agreement (“Agreement”) is entered into as of the date of the last signature below, by and between the undersigned parties (hereafter individually “Party” and collectively “Parties) pursuant to Neb. Rev. Stat. §§13-801 et seq (“Interlocal Cooperation Act”).

WHEREAS, the Parties and their representative law enforcement agencies (individually “agency” or “Agency” and collectively “Agencies”):

- I. Recognize the need for advanced technology, including the use of small unmanned aircraft system (“sUAS” or “drone”) technology to assist law enforcement officers in investigations.
- II. Understand that use of drones by law enforcement officers can lead to increased efficiency and situational awareness during high stakes calls.
- III. Understand that successful administration of a drone team shall balance the benefits of such advanced technology with the preservation of community privacy.
- IV. Desire to form the Sarpy County Consolidated Drone Team for the purpose of carrying out said investigations and goals.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- I. **Purpose.** The Parties shall hereby form the Sarpy County Consolidated Drone Team. The purpose of this Agreement also is to define the roles and responsibilities of the Parties in connection with such Drone Team. This Agreement is not intended, nor shall it be construed to in any way limit the power or authority of any Party, Agency or law enforcement officer granted by Neb. Rev. Stat. § 29-215. Nothing in this Agreement shall modify or terminate any previously entered into agreements between the Parties or between any Party with any other person or entity not party to this Agreement. To that end, each Party or Agency may individually impose in respect to its own officers such requirements, conditions or limitations as such Party or Agency may choose and so long as not contrary to the terms hereof.

II. Policies and Procedures.

Leadership: The Sarpy County Consolidated Drone Team shall be led by the Sarpy County Consolidated Drone Team Commander. The Sarpy County Consolidated Drone Team Commander at the time this Agreement is signed is Papillion Police Department Officer Travis Rozeboom. In the event Officer Rozeboom cannot serve as the Sarpy County Consolidated Drone Team Commander for any reason, or by agreement of the Agencies, the Sarpy County Consolidated Drone Team Commander can be appointed by majority vote of the authorized representatives of the Agencies specified in Article XII below, or their designees.

Any sUAS pilot flying under this Agreement on behalf of their agency must meet the following requirements:

- a. Maintain a valid remote pilot certificate pursuant to 14 CFR Part 107 with recurrency every 2 years and provide documentation of such to the Sarpy County Consolidated Drone Team Commander.

- b. Demonstrate proficiency on the platform(s) they operate through one of the following:
 - i. Completion of NIST Level 3 or higher proficiency exam administered by either LEDA or APSA certified proctor within the past 12 months, or
 - ii. Completion of proficiency demonstrated to the Sarpy County Consolidated Drone Team Commander or their designee in a training environment.
- c. Completion of two (2) hour of annual training on operating under an FAA Certificate of Waiver (COW), Certificate of Authorization (COA) or Special Government Interest (SGI) authorization.
- d. Ability to live stream through a 3rd party application as determined by the Sarpy County Consolidated Drone Team Commander.

Callout Procedures:

- a. Each agency will maintain their own sUAS team and handle sUAS calls within their jurisdiction pursuant to agency policies and procedures.
- b. When participating agency desires assistance with equipment or pilots due to a large-scale event or staffing, the agency's designated sUAS point of contact shall make a request through the designated communication channel that specifies the following:
 - i. Brief description,
 - ii. Staging location,
 - iii. Number of pilots needed,
 - iv. Aircraft platforms desired; and,
 - v. Name and contact information for additional details.

For every call for service, any sUAS pilot flying under this Agreement shall ensure:

- e. Completion of a standardized drone report and associate "Drone Report" call for service through Sarpy Dispatch and provide said report to the Sarpy County Consolidated Drone Team Commander.
- f. Retain all digital footage and evidence in accordance with agency policy and procedures and provide the same to the jurisdiction in which the mission occurred.

- III. Employment status. Each sUAS pilot shall be and remain employed by, and subject to the direction and control of, his or her own Agency and shall be considered and held as serving in the regular line-of-duty of the agency that employs the pilot. Thus, equipment, uniform, personnel costs, and related benefits including health insurance, retirement, etc., shall be the responsibility of the employing agency. Internal Affairs Investigations and disciplinary action arising out of a pilot's conduct, omissions, actions, etc. while serving pursuant to this Agreement shall be handled by pilot's Agency. Notification or initiation of an investigation, or any disciplinary or other employment related proceeding or action, will be conducted by the employing agency and follow the employing agency's laws, rules and policies.
- IV. Liability Insurance. The Parties each agree to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel of such Party and insuring against liability for bodily injury,

personal injury, death or property damage, in an amount not less than the maximum liability of such Party under applicable law.

V. **Dispute Resolution Process.** In the event of a dispute arising under this Agreement, the matter shall be referred to the authorized representatives of the Agencies for resolution. Written notice of the dispute shall be provided by the Sarpy County Consolidated Drone Team Commander or any Agency involved in the dispute to each Agency's authorized representative within ten days after the dispute arises. The authorized representatives of the Agencies must meet and attempt to resolve the dispute in a satisfactory manner. This meeting must take place within ten business days after the authorized representatives of the Agencies have been sent notice of the dispute. Any proposed resolution of the authorized representatives of the Agencies must be issued in writing to all Parties within fifteen days after such meeting. During the pendency of this process, the Parties and Agencies shall act in good faith to perform their respective duties described herein.

VI. **Terms of Agreement.** This Agreement shall be effective for an initial term of two years beginning on the date of the last signature below. At the end of the initial two-year term, this Agreement shall automatically renew for additional one-year terms ("Renewal Term"). Any party may withdraw from and terminate its participation in this Agreement at any time by providing written notice to the Sarpy County Consolidated Drone Team Commander. The termination of this Agreement by one Party does not terminate the Agreement between the remaining Parties, which shall remain in full force and effect.

VII. **Mutual Non-Discrimination Clause.** In accordance with Neb. Rev. Stat. § 48-1122, each Party agrees that neither it nor any of its subcontractors or agents shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other prohibited basis of discrimination.

VIII. **Indemnification/Liability.** To the extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless each of the other Parties (as "indemnitee(s)") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee(s), are caused by the negligent acts or omissions or misconduct of the indemnitor, its officers, officials, agents, or employees. Except that, a Party shall have no liability whatsoever for declining to respond, delaying to respond, or terminating its response to another Party's request for mutual aid and assistance pursuant to this Agreement. These indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act or other applicable provisions of law.

IX. Notification of Claims and Lawsuits. In the event that a claim or lawsuit is brought against a Party for any matters related to this Agreement, it shall be the duty of that Party to notify the other Parties of said claim or lawsuit.

X. Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied waiver of the sovereign immunity of any Party in any forum or jurisdiction.

XI. Notice and Authorized Representatives. Notice, required under this Agreement, shall be delivered in writing and shall be effective upon receipt by all authorized representatives of the Parties. Delivery shall be made by certified mail, return receipt requested. For purposes of Notice, following individuals are the authorized representatives of the Parties:

SARPY COUNTY

County Sheriff
Sarpy County Sheriff's Office
8335 Platteview Road
Papillion, NE 68046

CITY OF LA VISTA

Chief of Police
La Vista Police Department
7701 South 96th Street
La Vista, NE 68128

CITY OF PAPILLION

Chief of Police
Papillion Police Department
1000 East 1st Street
Papillion, NE 68046

CITY OF BELLEVUE

Chief of Police
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005

XII. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.

XIII. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within 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.

- XIV. Public Benefits. With regard to Neb. Rev. Stat. §§ 4-108-113, no Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108–113.
- XV. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.
- XVI. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.
- XVII. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the authorized representatives of the Parties. In the event of a conflict, the majority decision of such authorized representatives shall govern. For this purpose, each authorized representative will have one vote and may appoint a designee to act on his or her behalf. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax. Any property used in carrying out this Agreement shall be and remain the property of the Party that owns it, and any costs or expenses to carry out this Agreement shall be incurred and paid by each Party as such Party from time to time determines necessary or appropriate, and appropriates and authorizes.
- XVIII. Multiple Counterparts. This Agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto and shall constitute one and the same document, and it shall be in full force and effect even if so executed.
- XIX. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
- XX. Recitals. Recitals on the first page above are incorporated into this Agreement by reference.

COUNTY OF SARPY, NEBRASKA,
A Nebraska Political Subdivision

By: _____
Sarpy County Board Chairman

Date: _____

Attest:

Deb Houghtaling, County Clerk

CITY OF PAPILLION, NEBRASKA,
A municipal corporation and Nebraska Political Subdivision

By: Mayor

Date: _____

Attest:

—City Clerk _____

Approved as to Form:

—Papillion City Attorney _____

CITY OF LA VISTA, NEBRASKA,
A municipal corporation and Nebraska Political Subdivision

By: Mayor

Date: _____

Attest:

City Clerk _____

CITY OF BELLEVUE, NEBRASKA,
A municipal corporation and Nebraska Political Subdivision

By: Mayor

Date: _____

Attest:

~~City Clerk~~ _____

Approved as to Form:

~~Bellevue City Attorney~~ _____

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 20, 2026 AGENDA

Subject:	Type:	Submitted By:
2025 - 2027 STRATEGIC PLAN	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RACHEL CARL CITY CLERK

SYNOPSIS

The completed FY25-FY27 Strategic Plan document has been completed and designed in accordance with the Strategic Priorities and Goals adopted by the City Council. The City Council is being asked to accept the completed plan document by a simple motion.

FISCAL IMPACT

N/A

RECOMMENDATION

Receive and file

BACKGROUND

On February 24, 2024, the City Council held a Strategic Visioning Session at the La Vista Public Library. The City Council, with support and input from staff representing all departments, updated the strategic vision, priorities, and goals of the City. On May 21, 2024, the City Council passed Resolution No. 24-061 approving the Strategic Plan Priorities and Goals. Staff was tasked with establishing the initiatives, or action items, that support the accomplishment of strategic goals.

Each department met and established initiatives for their department that support the overall strategic priorities and goals adopted by the City Council. All employees were invited to participate in this process, and individual department plans were created detailing the initiatives. This designed Strategic Plan document outlines the initiatives that staff have identified to support each strategic goal. The Plan marks the culmination of extensive collaborative work by elected officials and staff, and it will serve as a clear roadmap for advancing the City Council's strategic priorities.

Staff has been working on the initiatives in the plan throughout the last year and will return to Council with a progress report in the spring.

Attached are the 2024-2027 Strategic Plan adopted on May 21, 2024 and the designed FY25-FY27 Strategic Plan.



FY25 - FY27

Strategic Plan



Table of Contents

Elected Officials	3
Vision, Mission, Values	4
Organization	6
Introduction	7
Planning Cycle	8
Goals & Initiatives by Priority Area	
 Quality of Life & Community Identity.....	9
 Economic Vitality.....	13
 Infrastructure Investment.....	17
 Safe Community & Thriving Neighborhoods.....	21
 Governance & Fiscal Responsibility.....	25

Elected Officials

Mayor



Douglas Kindig

City Council Ward 1



Kim Thomas



Terrilyn Quick

City Council Ward 2



Ron Sheehan



Kelly Sell

City Council Ward 3



Alan Ronan



Deb Hale

City Council Ward 4



Jim Frederick



Kevin Wetuski

Executive Leadership

Interim City Administrator / Managing Director of Community Services

Rita Ramirez

Managing Director of Administrative Services

Kevin Pokorny

Managing Director of Public Safety

Mike Schofield

Managing Director of Public Works

Joe Soucie

Vision

An authentic place where community isn't just a word, but a way of life; where passion, pride, and progress ensure a bright future.



Mission

We serve our community with respect and integrity, driven by a passion for excellence and collaboration. We engage with residents and stakeholders to ensure our actions meet high standards and every voice is heard.



Values

Accountability

We will be responsible for our decisions and actions as stewards of the financial, informational, physical, environmental and human resources entrusted to us.

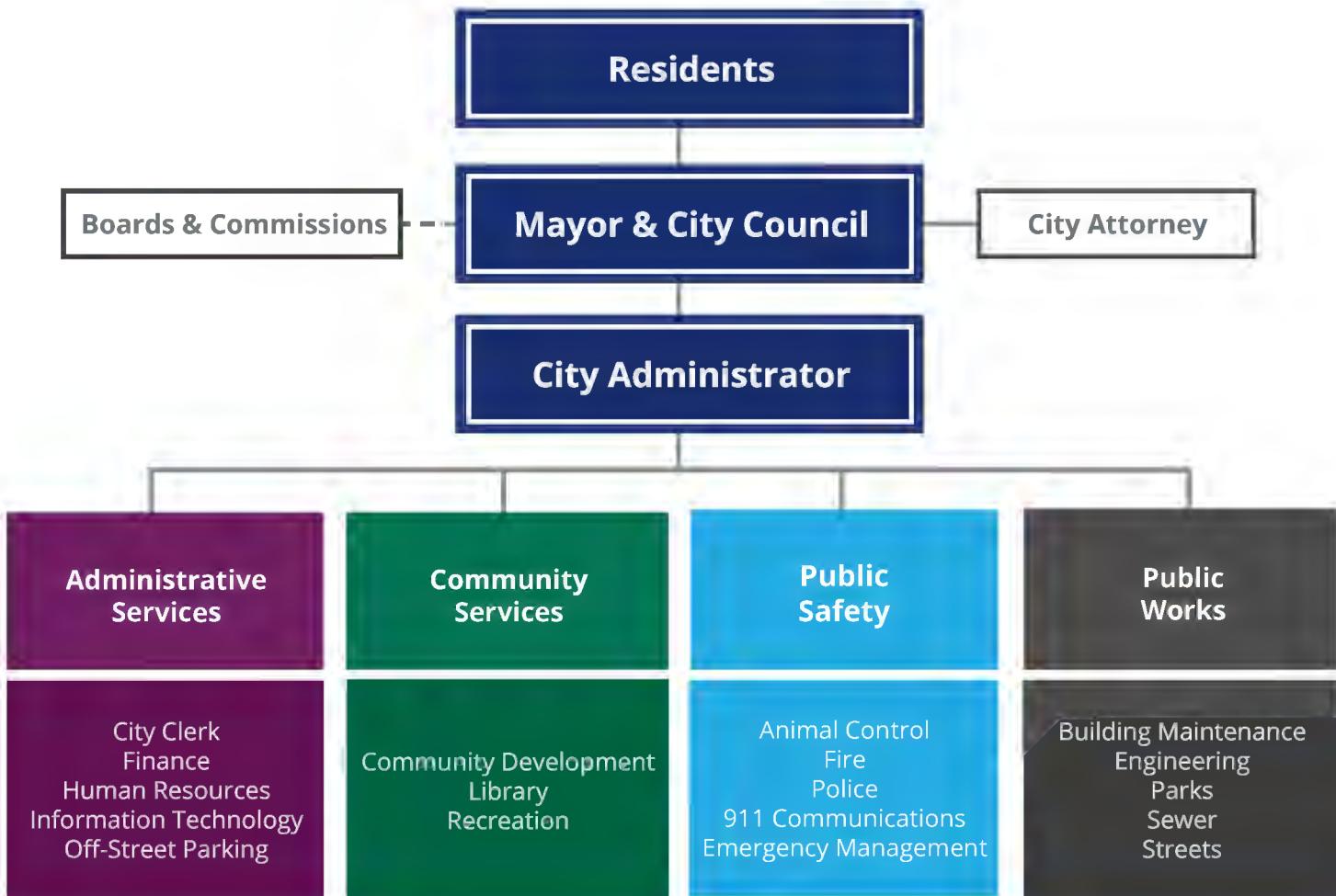
Integrity

We will maintain high ethical standards in our personal and professional conduct.

Public Service

We are committed to providing high quality public services to the citizens through communication, teamwork, professionalism, dedication to duty, courtesy and respect.

Organization



Introduction

As a progressive and professionally managed local government entity, the City of La Vista strives to fulfill its mission of providing exceptional municipal services for its residents while planning for the community's pending needs. In accordance with that philosophy, City leaders use the Strategic Plan as a tool to organize the present and to lead us where we want to be in the future. Decisions related to municipal operations, growth and development, and capital investments are considered in the strategic planning process.

A collaborative effort between the Mayor, City Council and City leadership, this document is the product of many hours of planning and review that started at a strategic planning workshop conducted on February 24, 2024. Through this work, the five priorities previously identified by the City Council were again affirmed for 2024 - 2027:

- Quality of Life and Community Identity
- Economic Vitality
- Infrastructure Investment
- Safe Community and Thriving Neighborhoods
- Governance and Fiscal Responsibility

Within the organization's strategic planning framework, the Mayor and City Council establish the overarching priorities and goals. Staff is then responsible for developing the supporting initiatives and identifying the specific tasks required to advance those priorities.



At their May 21, 2024 meeting, the Mayor and City Council formally approved the strategic priorities and goals and directed staff to develop corresponding initiatives. Following this direction, staff convened both by department and as a cross-departmental work group to develop initiatives aligned with the approved goals. Department managers then identified the initiatives their teams would lead, forming the foundation for each Department Plan.

The document before you represents the culmination of extensive collaborative work by elected officials and staff. It outlines the initiatives that, together with the Council-approved priorities and goals, will guide the City's efforts over the next three years. This plan serves as a clear roadmap for advancing the City Council's strategic priorities.

Strategic Planning Cycle





Quality of Life & Community Identity

The City will provide programs, gathering places and events where the community can come together to participate in opportunities of learning, recreation and celebration in a clean, well-maintained and safe environment. Sustainable relationships with the community will be cultivated through citizen engagement, outstanding customer service and clear, accessible communication.



Goals & Initiatives

Goal 1.1

Provide unique, high-quality community events and amenities for residents and visitors

Strategic Initiatives		Department
1.1.1	Identify 3 alternative funding sources for senior programming & seniors in need	Recreation
1.1.2	Develop a campaign to attract a regional event	Recreation

Goal 1.2

Ensure the quality and availability of recreational, athletic and educational services

Strategic Initiatives		Department
1.2.1	Research & evaluate current trends & implement based on community needs	Library
1.2.2	Expand the reach of the Library's social media presence by ensuring that content is relevant for the community	Library
1.2.3	Create & implement policy & procedures to activate outdoor spaces & host Recreation activities	Recreation
1.2.4	Develop process for tracking measurable data that aligns with department & City needs	Recreation



Goal 1.3

Provide and maintain safe, accessible and healthy City parks, trails and public spaces

Strategic Initiatives		Department
1.3.1	Update the Parks Master Plan	Recreation
1.3.2	Installation of new wayfinding signs in all City parks	Public Works
1.3.3	Complete improvements to parks based on Parks Matrix & CIP	Public Works

Goal 1.4

Raise awareness of what makes La Vista a great place to live, visit and do business

Strategic Initiatives		Department
1.4.1	Oversight & implementation of comprehensive Signage & Wayfinding Plan	City Administration
1.4.2	Establish a comprehensive Communication Plan	City Administration
1.4.3	Wayfinding implementation	Community Development
1.4.4	Develop & implement background check standards for department volunteers that align with City policies	Recreation
1.4.5	Engage volunteers	Recreation





Economic Vitality



La Vista's business community is diverse and robust, encompassing a wide range of commercial and industrial activity. The City will promote economic vitality and a business environment that encourages private investment and job growth, positioning the City for a healthy, sustainable economic future. The City will support growth that provides economic stability while enhancing the quality of life in La Vista, including the development of distinct, enduring, and walkable mixed-use shopping, residential, entertainment and recreation destinations.

Goals & Initiatives

Goal 2.1

Create a readily identifiable downtown core that is unique and vibrant

Strategic Initiatives		Department
2.1.1	Program ongoing & new events in the downtown core	City Administration
2.1.2	Create pedestrian experience enhancements	Community Development
2.1.3	Main Street extension planning	Community Development
2.1.4	Create & implement holiday lights strategy	Public Works

Goal 2.2

Continue investment in infrastructure and facilities

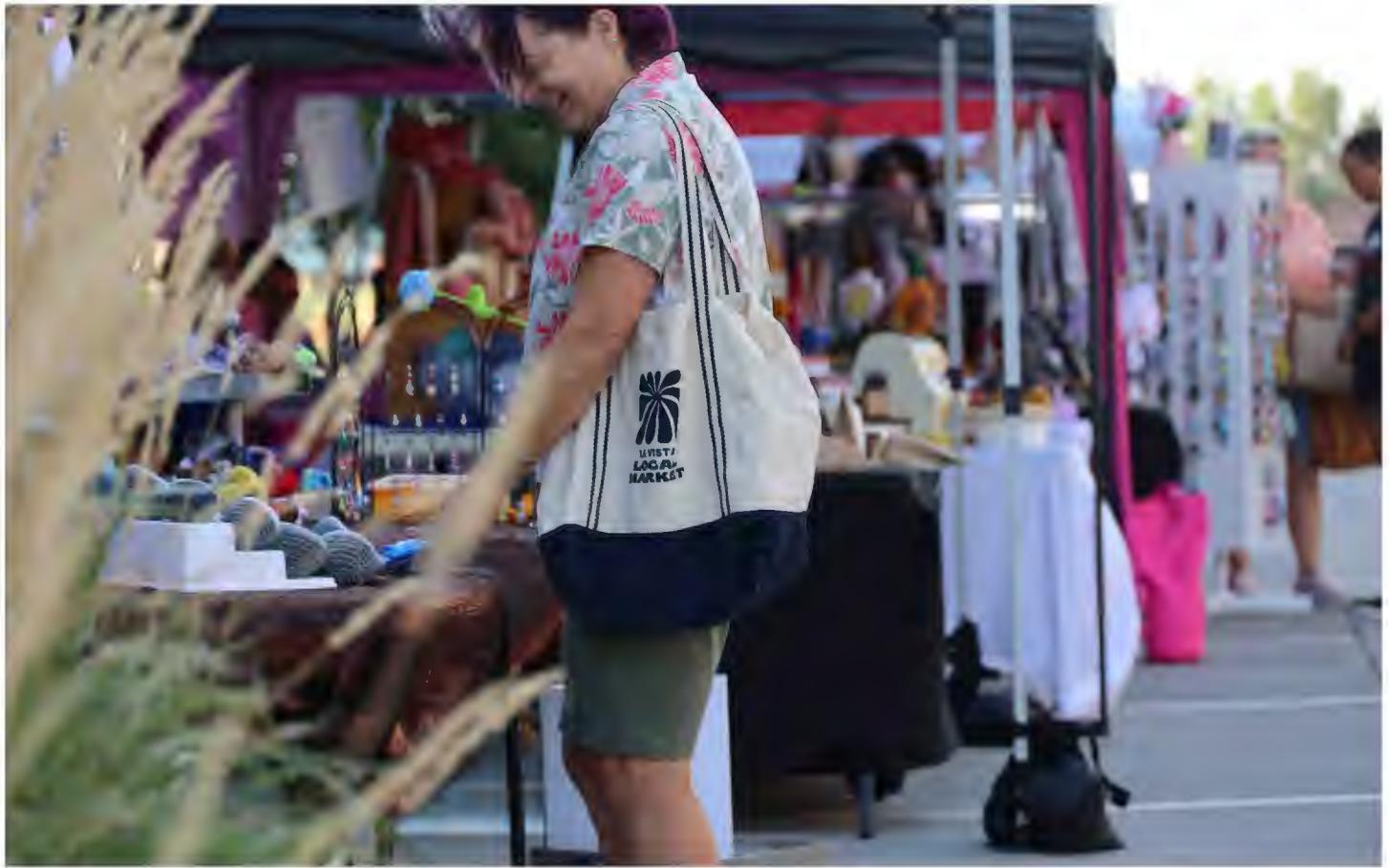
Strategic Initiatives		Department
2.2.1	UBAS parking lot preservation	Public Works
2.2.2	Identify potential alternative funding sources & partnerships	Public Works

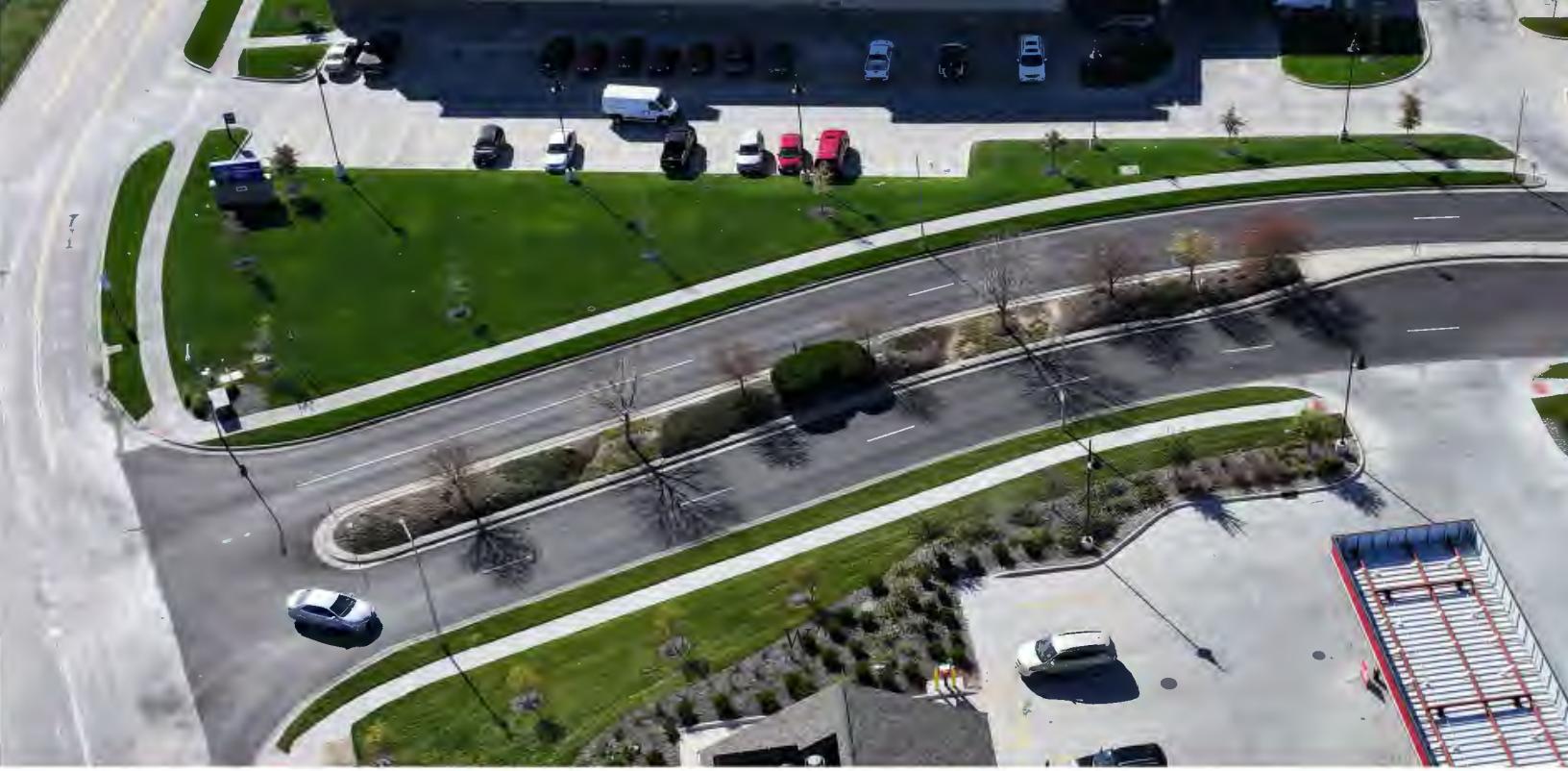
Goal 2.3

Strengthen local and regional coordination and collaboration related to business and economic development

Strategic Initiatives		Department
2.3.1	Local business outreach	Community Development







Infrastructure Investment

La Vista supports a reliable, safe and connected community through well-planned, well-maintained and sustainable public infrastructure. The City will prioritize and invest in strategic infrastructure improvements that support the City's economic development vision and goals.



Goals & Initiatives

Goal 3.1

Meet growing infrastructure and facilities demands

Strategic Initiatives	Department
3.1.1 City Hall campus improvements	City Administration
3.1.2 Oversight & leadership for 84th Street redevelopment	City Administration
3.1.3 Ensure continued successful operations of the public spaces & parking facilities in City Centre & Central Park	City Administration
3.1.4 Complete space utilization study & develop implementation plan	Library
3.1.5 Planning for PW expansion - Sewer Division building	Public Works
3.1.6 Increase level of sanitary sewer maintenance	Public Works
3.1.7 Develop & implement a comprehensive maintenance plan for all City buildings & components	Public Works
3.1.8 Develop a residential crack sealing program	Public Works
3.1.9 Storm sewer inlet top repair	Public Works
3.1.10 Signalized intersection improvements	Public Works
3.1.11 Giles Road Widening	Public Works



Goal 3.2

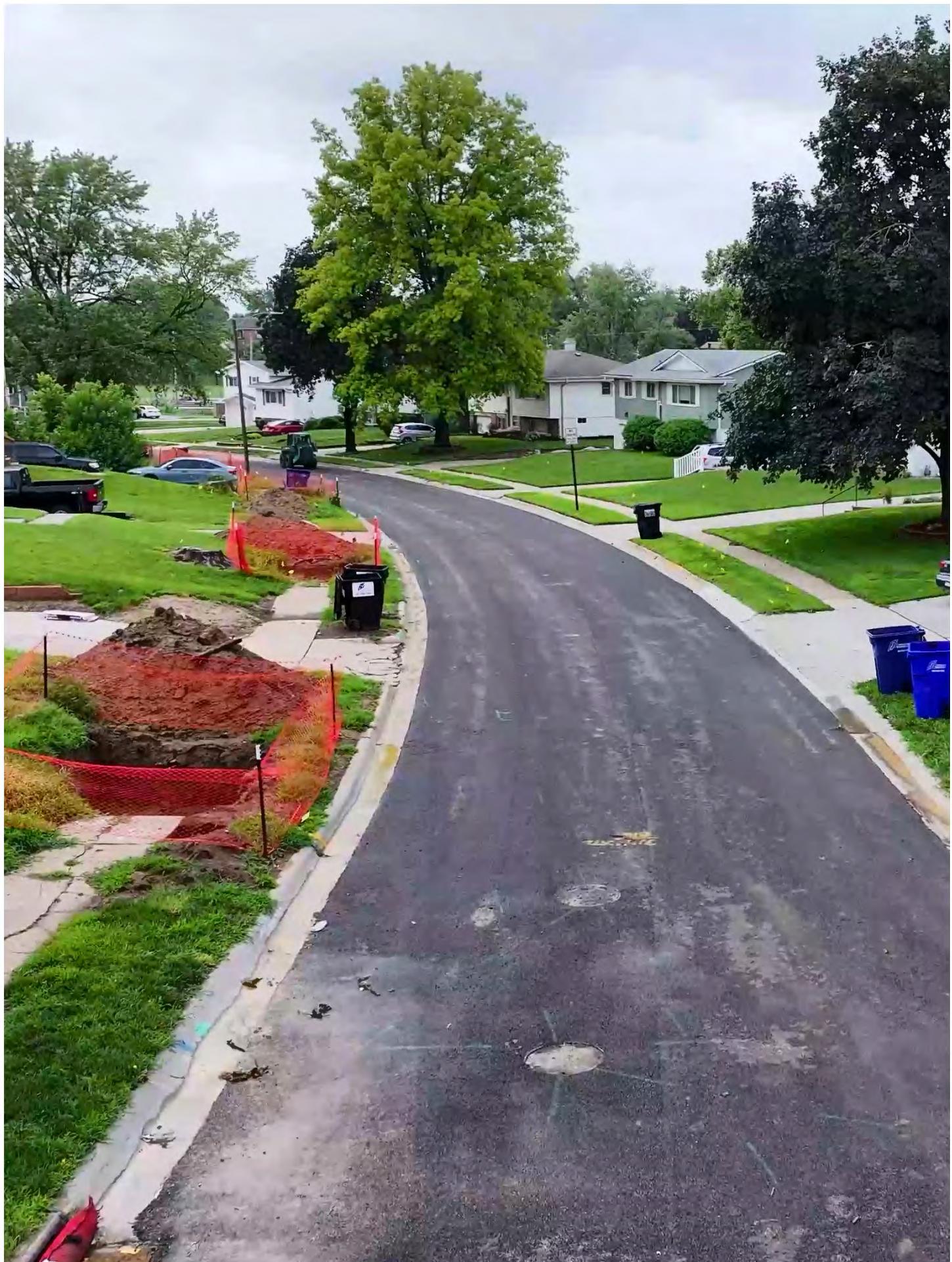
84th Street Redevelopment

Strategic Initiatives		Department
3.2.1	Streetscape improvements	Community Development
3.2.2	Central Park Phase 3 improvements	Community Development
3.2.3	Design & construction of temporary surface parking in City Centre	Community Development
3.2.4	New swimming pool construction	Recreation

Goal 3.3

Provide a safe, efficient and well-connected multimodal transportation system that contributes to a high quality of life

Strategic Initiatives		Department
3.3.1	Implementation of the Active Mobility Plan	Community Development
3.3.2	Identify locations and install bike sharing stations	Community Development
3.3.3	Concrete base repair - Parkview Heights neighborhood	Public Works
3.3.4	UBAS street rehabilitation - Parkview Heights neighborhood	Public Works
3.3.5	Val Vista, Mayfair & Southwind crack sealing	Public Works
3.3.6	Eastport Parkway & Port Grace Roundabout	Public Works





Safe Community & Thriving Neighborhoods

La Vista strives to be a safe, secure and welcoming place to live, work, play, learn and do business. If help is needed at any time of the day, the response from well-trained staff is timely, courteous and professional. Preventable problems are avoided. The City will promote the preservation and stability of older residential neighborhoods and ensure that buildings are up to code.

Goals & Initiatives

Goal 4.1

Meet or exceed professional standards for police, fire and emergency services

Strategic Initiatives		Department
4.1.1	Expansion of technology	Police
4.1.2	Conduct focused community survey	Police
4.1.3	Proactive public outreach & education	Police
4.1.4	Achieve Law Enforcement Accreditation by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA)	Police





Goal 4.2

Ensure that City neighborhoods are safe, appealing and enduring

Strategic Initiatives		Department
4.2.1	Implement Rock the Block program	Community Development
4.2.2	Work on legislative changes to the Neglected Building Registration program	Community Development
4.2.3	Proactively work in problem areas at problem times	Police
4.2.4	Create & implement Crime Analyst/Intelligence Analyst position	Police
4.2.5	Mitigate environmental causes of crime & disorder by utilizing Crime Prevention through Environmental Design (CPTED) principles	Police

Goal 4.3

Promote quality development and land use practices

Strategic Initiatives		Department
4.3.1	Update zoning/subdivision regulations	Community Development





Governance & Fiscal Responsibility

With an engaged work force, the City will provide responsible stewardship of public resources and deliver exceptional municipal services. Innovative and responsible policies and business practices will be implemented to effectively manage fiscal and human resources. The City will maintain a stable financial environment that is transparent and allows for an outstanding quality of life for our residents. Public facilities will be maintained in a state of good repair so they can effectively support municipal operations and services.



Goals & Initiatives

Goal 5.1

Govern in a transparent, efficient, accountable and responsive manner

Strategic Initiatives		Department
5.1.1	Conduct National Community Survey	City Administration
5.1.2	Update CIP process	City Administration
5.1.3	Develop education materials & training on records management	City Clerk
5.1.4	Create a standardized request for proposals (RFP) process	City Clerk
5.1.5	Enhance CIP reporting to include return on investment	Finance
5.1.6	Create a Popular Annual Financial Report (PAFR)	Finance
5.1.7	Complete review & updates to the City's financial policies	Finance
5.1.8	Integration of new Human Resources Information System (HRIS)	Human Resources
5.1.9	Improve citizen request process by implementing a new Citizen Request Management (CRM) solution	Information Technology



Goal 5.2

Ensure the City's ability to meet service demands and obligations

Strategic Initiatives		Department
5.2.1	Identify grant opportunities for infrastructure investment associated with capital projects	Finance
5.2.2	Reinstate monthly sales tax reporting	Finance
5.2.3	Review current revenue sources, collection, and controls	Finance





Goal 5.3

Strengthen the City's organizational capacity and promote a trained, talented and energized workforce

Strategic Initiatives		Department
5.3.1	Revamping compensation, retirement & benefits structures	Human Resources
5.3.2	Modernize the onboarding process to reflect a quality experience for new employees	Human Resources
5.3.3	Establish a comprehensive leadership training & development program	Human Resources
5.3.4	Develop a method to measure employee satisfaction & engagement	Human Resources
5.3.5	Create professional/success profiles to identify talent pools & create Individual Development Plans (IDPs) for succession planning	Human Resources
5.3.6	Formalize end-user technology training	Information Technology
5.3.7	Workforce development	Public Works
5.3.8	Achieve APWA Accreditation	Public Works



Goal 5.4

Expand use of technology to improve services

Strategic Initiatives		Department
5.4.1	Improve digital accessibility	City Administration
5.4.2	City Council chambers upgrade	City Clerk
5.4.3	Use of online municipal code software	City Clerk
5.4.4	Implement agenda management software	City Clerk
5.4.5	Migrate BS&A Software to the cloud & implement new features	Finance
5.4.6	Develop a mobile device & connectivity strategy for field staff	Information Technology
5.4.7	Enhance internal IT staff capability by filling IT Technician position	Information Technology
5.4.8	Implement online permitting system through conversion to BS&A Cloud	Community Development
5.4.9	Research & implement text opt-in notice	Library
5.4.10	Increase Library users online with ease of access due to technology	Library

