



2020-05129

02/27/2020 11:11:33 AM

Recording fees paid:

\$106.00

Pages: 17

Deb Houghtaling

COUNTY CLERK/REGISTER OF DEEDS

By: jby



PER



**THIS PAGE ADDED  
FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

**Deb Houghtaling**

SARPY COUNTY CLERK/ REGISTER OF DEEDS

RENEE LANSMAN, DEPUTY

1210 GOLDEN GATE DRIVE

PAPILLION, NE 68046-2842

402-593-5773

## **City of La Vista Conditional Use Permit**

### **Conditional Use Permit for Convenience Store with Limited Fuel Sales**

This Conditional Use Permit issued this 21 day of JAN, 2020, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Casey's Retail Company ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a convenience store with limited motor fuel sales (and motor fuel storage and dispensing related to said sales) upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 3, Harrison Hills, La Vista, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of constructing and operating a convenience store with limited motor fuel sales (and motor fuel storage and dispensing related to said sales); and

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

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the Owner to use the area designated on Exhibit "A" hereto for a convenience store with limited motor fuel sales (and motor fuel storage and dispensing related to said sales), said uses hereinafter being referred to as "Permitted Use" or "Use".

### **Conditions of Permit**

The conditions to which the granting of this permit is subject are:

1. The rights or obligations granted or imposed by this permit shall run with the land, are transferable, and shall be binding on any successors or assigns. Any deviation from or breach of any terms hereof shall automatically cause permit to expire and terminate.
2. In respect to the proposed Permitted Use:
  - a. Operations on the property will be limited to and be carried out in accordance with the Operational Statement/Project Narrative attached as Exhibit "B" and incorporated into this permit by reference.
  - b. The premises shall be developed and maintained in accordance with the CUP Plan Set ("Exhibit C") as presented to the City Council on January 21, 2020 and incorporated herein by this reference. Any modifications must be submitted to the La Vista Planning Department for approval.
  - c. Hours of operation for convenience store will be 24 hours a day, seven days a week.
  - d. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the convenience store, except as approved in writing by the City.

- e. Due to anticipated traffic impacts detailed within the Traffic Impact Analysis (Exhibit D), traffic signal improvements to the existing signal at 118<sup>th</sup> Street and Harrison Street may be required by the City of Omaha. Prior to the issuance of a Certificate of Occupancy, Casey's will be required to make any signal improvements required by the City of Omaha.
  - f. The City acknowledges that the Use will involve the construction, placement and maintenance of underground motor fuel storage tanks and gasoline dispensing pumps (permitted structures) on the premises. The structures shall be constructed, maintained and operated in a safe and responsible manner, and in accordance with any applicable laws, rules or regulations, including, but not limited to, applicable environmental or safety laws, as amended or in effect from time to time, and shall not cause, or create risk of injury or damage to, or loss of life, property or the environment. The owner shall make annual inspections of the premises and structures, and the operation thereof for any hazard or risk, including, but not limited to, those of an environmental or safety nature. The owner shall take immediate action to protect persons, property and the environment from any damage, injury or loss, or risk thereof, arising out of or resulting from any hazard or risk on the premises, including, but not limited to, hazard or risk involving the permitted structures, that is discovered or should be discovered (including, but not limited to, those of an environmental or safety nature) and to abate any hazard or risk and remove it from the premises in accordance with any applicable laws, rules or regulations, as amended or in effect from time to time.
  - g. Owner shall obtain all required permits, including without limitation all required permits of the City of La Vista, and shall comply with any additional requirements as determined by the La Vista Planning Department or other applicable authorities.
  - h. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local laws, rules, or regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
  - i. Owner hereby indemnifies the city against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner, or any agents, employees, assigns, suppliers or invitees of Owner, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
  - j. Any exhibit attached to this permit is hereby incorporated by reference.
3. In respect to the Gateway Corridor Design Guidelines design criteria:
- a. Building Exterior
    - i. The convenience store shall be constructed and maintained in accordance with the CUP Plan Set (Exhibit C).
  - b. Trash Enclosure
    - i. The three sides of the trash enclosures shall be constructed of the same brick as used on the building. Gate material on the fourth side shall be of material approved by the City.
  - c. Exterior Light Fixtures
    - i. Any exterior pole-mounted light fixtures used on this project shall match the approved light fixture provided within the Gateway Corridor Design Guidelines.
    - ii. All exterior light fixtures must be submitted for approval.
  - d. Landscaping

- i. Site landscaping shall be installed and maintained in accordance with the landscaping plan provided within the CUP Plan Set (Exhibit C).
  - e. Signage
    - i. All signs shall comply with the City's sign regulations and meet the requirements of the Gateway Corridor Design Guidelines.
- 4. The applicant's right to maintain the Use as approved pursuant to these provisions shall be based on the following:
  - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
  - b. The Use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
  - c. All obsolete or unused structures and accessory facilities and any remaining environmental or safety hazard shall be abated and/or removed at owner's expense within the time required by applicable law or regulations, and in all cases no later than twelve (12) months of cessation of the Permitted Use.
- 5. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
  - a. Owner's abandonment of the Permitted Use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Conditional Use.
  - c. Owner's construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit.
  - d. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
- 6. If the Permitted Use is not commenced within one (1) year from January 21, 2020, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to Owner's right to file for an extension of time pursuant to Section 6.04 of the La Vista Zoning Ordinance.
- 7. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove the permitted structures or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the Owner shall reimburse the city the costs incurred to remove the same. Owner irrevocably grants to City permission to assess, impose and file with the Sarpy County Register of Deeds against the property a lien for any such costs that are not paid within 30 days. Owner hereby irrevocably grants the City, its agents and employees an easement and the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.

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

#### **Miscellaneous**

The conditions and terms of this Permit shall be binding upon Owner, his successors and assigns.

1. Delay of City to terminate this Permit on account of breach of Owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach in writing and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the Owner as follows:

**Contact Name and Address:** Katie DeRouchey  
Casey's Retail Company  
One SE Convenience Blvd  
Ankeny, IA 50021

**Effective Date:**

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

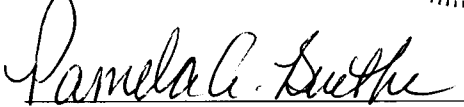
✓ THE CITY OF LA VISTA

By

  
Douglas Kindig, Mayor



Attest:



Pam Buethe, CMC

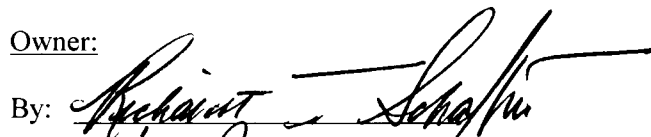
City Clerk

CONSENT AND AGREEMENT

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

Owner:

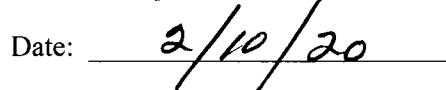
By:



Title:



Date:



ACKNOWLEDGMENT OF NOTARY

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

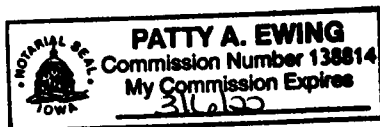
On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are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

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

ACKNOWLEDGMENT OF NOTARY

STATE OF KANSAS Lawa )  
 ) ss. Richard T. Schappert  
COUNTY OF Lea )

On this 10<sup>th</sup> day of February, 2020, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Richard T. Schappert, personally known by me to be the Vice President of Casey's Retail Company, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.



Patty A. Ewing  
Notary Public





## Exhibit B

### Casey's Retail Company Project Narrative

Casey's Retail Company is proposing the construction of a convenience store with gasoline sales in LaVista, Nebraska, located at 11728 Emiline Street. The proposed development would include a one-story building consisting of 5,980 square feet, 6 double-sided fuel pumps, a 24' x 154' canopy over the fuel pumps, and two underground fuel storage tanks. The subject property is currently zoned C-3 (Commercial/Office Park) district with a Gateway Corrido District overlay. The C-3 district allows a conditional use for convenience store with limited fuel sales and alcohol sales.

The proposed Casey's General Store will be a 24-hour store, as permitted. The store will employ 20-25 employees, both part time and full-time, and include management opportunities. There are 17 designated parking spaces, 2 of which are handicap accessible, as well as 12 available spaces at the fuel pumps.

The proposed Casey's General Store will be brick on all 4 sides and the rooftop equipment will be screened. There will be faux windows on the ends and rear of the building. The dumpster will be in brick enclosure. The proposed Casey's General Store will not have any outdoor storage.

The proposed Casey's General Store will offer the following fuel products: 87E, Diesel, 87C, 91C and E85. In addition to typical convenience items, the store will have prepared food items such as pizza, made-to-order sub sandwiches, donuts, and coffee.

## ZONING

2)

**NOTE:**

**EMULSION STREET 25MPA**

**EM | W/SCM | CONTAINMENT & OVERSEEN | PROTECTION OF**

**1. RELATED SHEETS: FOR ADDITIONAL INFORMATION NOT DIRECTLY**

**UTILITY NOTE #1**

- SERVICE CONNECTION

**(PAINT LINES AS INDICATED)**

- 

2 - 30,000 GALLON DOUBLE WALL FIBERGLASS TANKS

- 16" FROM BACK OF CLIMB 110 VOL T-6002 5.5 AMP 8 GAUGE MINIMUM RECOMMENDED

**NOTICE: ALL WORK IN/ON THE R.O.W AREA IS SUBJECT TO THE CITY OF**

- (G) PROPOSED 10' RADIUS** **(F) DETECTABLE SIDEWALK MAT VERIFY WITH CITY**

### OT DESCRIPTION

THIS LOT HAS AN AREA OF 6422.02 SQUARE FEET, OR 1.49 ACRES MORE OR LESS

[REDACTED]

[REDACTED]



1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.



One Convenience Blvd., P.O. Box 3001, Arvink, LA 50021 515-965-6100

08-01-19	08-07-19
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ARRISON ST/18TH ST

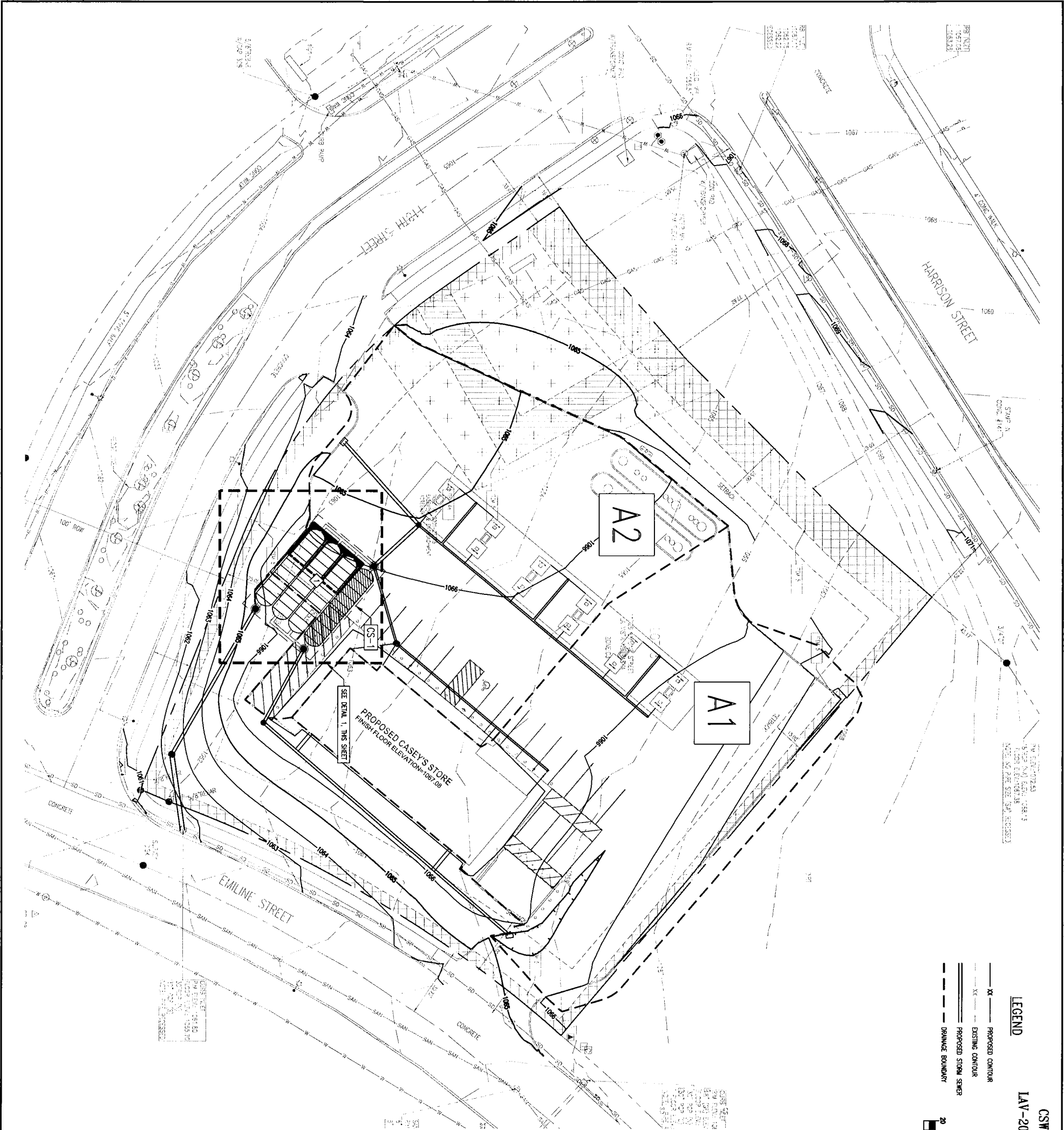
U3 STORE

PLANNED 2nd

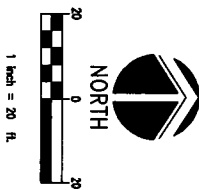
SITE

PLAN

Case No.	AL-101
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LEGEND



CSW-201903863

LAV-20190729-5096-T

REFERENCED CONSTRUCTION NOTES(1):

1. SEE C-603 AND DETAILS THIS SHEET FOR ADDITIONAL INFORMATION.

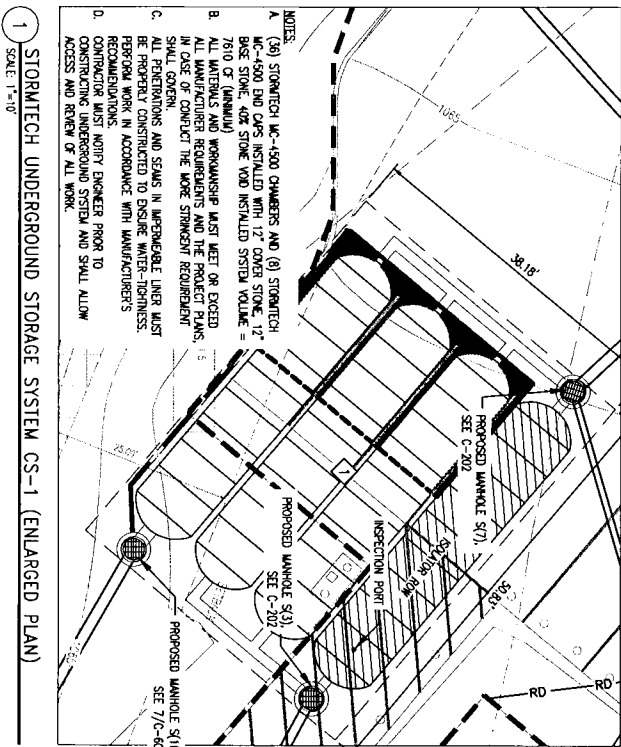
BMP CALCULATIONS

BMP ID / TYPE	DRAINAGE AREA	EXISTING 100-YEAR RUNOFF	PROPOSED 100-YEAR RUNOFF
CS-1	ROCK CHAMBER STORAGE WITH SEDIMENT ROW	1.00 AC.	4.32 CFS
			4.22 CFS

DRAINAGE AREA	PRE CONSTRUCTION		POST CONSTRUCTION	
	UPPERIOUS	PERVIOUS	UPPERIOUS	PERVIOUS
A1	0.07 AC.	0.46 AC.	0.53 AC.	0.02 AC.
A2	0.07 AC.	0.38 AC.	0.45 AC.	0.00 AC.

PCSMP NOTES:

- THE OWNER SHALL CONTROL LITTER. THIS SHALL BE DONE BY HAVING THE APPROPRIATE NUMBER OF TRASH RECEPTACLES LOCATED ON SITE. THE RECEPTACLES SHALL BE EMPTIED REGULARLY OR WHEN FULL. TRASH DUMPSTERS SHALL HAVE COVERS ON THEM, AND THE COVERS SHALL REMAIN CLOSED.
- STREETS, PARKING LOT, AND SIDEWALK SHALL BE SWEEPED WHEN DIRT OR DUST BECOMES PRESENT.
- POWER WASHING OR HOISING OFF WILL NOT BE ALLOWED.
- ALL WALLETS IN THE PAVEMENT AREAS SHALL HAVE LABELS STAMPING "NO DUMPING - DRAINS TO LIVE STREAM".
- PERIMETER OF SITE WILL BE OBSERVED REGULARLY TO PICK UP ANY LITTER ON OWNER'S PROPERTY.



1 STORMTECH UNDERGROUND STORAGE SYSTEM CS-1 (ENLARGED PLAN)  
SCALE: 1"=10'

**SCHEMMER**  
Design with Purpose. Build with Confidence.

DATE: 07/14/2019  
PROJECT: POST CONSTRUCTION STORMWATER MANAGEMENT PLAN  
DRAWN BY: C-203

CASEY'S GENERAL STORE  
11728 EMILINE STREET  
LA VISTA, NE 68128

06754064  
RSS  
RND

IRRIGATION NOTES

1. CONTRACTOR IS TO DESIGN IRRIGATION SYSTEM INCLUDING, BUT NOT LIMITED TO, PIPING, VALVES, SPRINKLER HEADS, ETC.
2. CONTRACTOR TO SUBMIT SHOP DRAWING TO OWNER SHOWING IRRIGATION DESIGN FOR APPROVAL PRIOR TO INSTALLATION.
3. COORDINATE WITH OWNER FOR LOCATION OF IRRIGATION CONTROLLER.
4. WATER SOURCE FOR IRRIGATION TO BE DETERMINED AND WILL NEED TO BE COORDINATED WITH OTHERS.
5. TURF AREAS TO BE IRRIGATED WITH ROTOR AND SPRAY TYPE HEADS.
6. SHRUB AND TREE PLANT BEDS WHICH TO BE IRRIGATED WITH DRIP AND EMITTER TYPE IRRIGATION.

CITY REQUIREMENTS

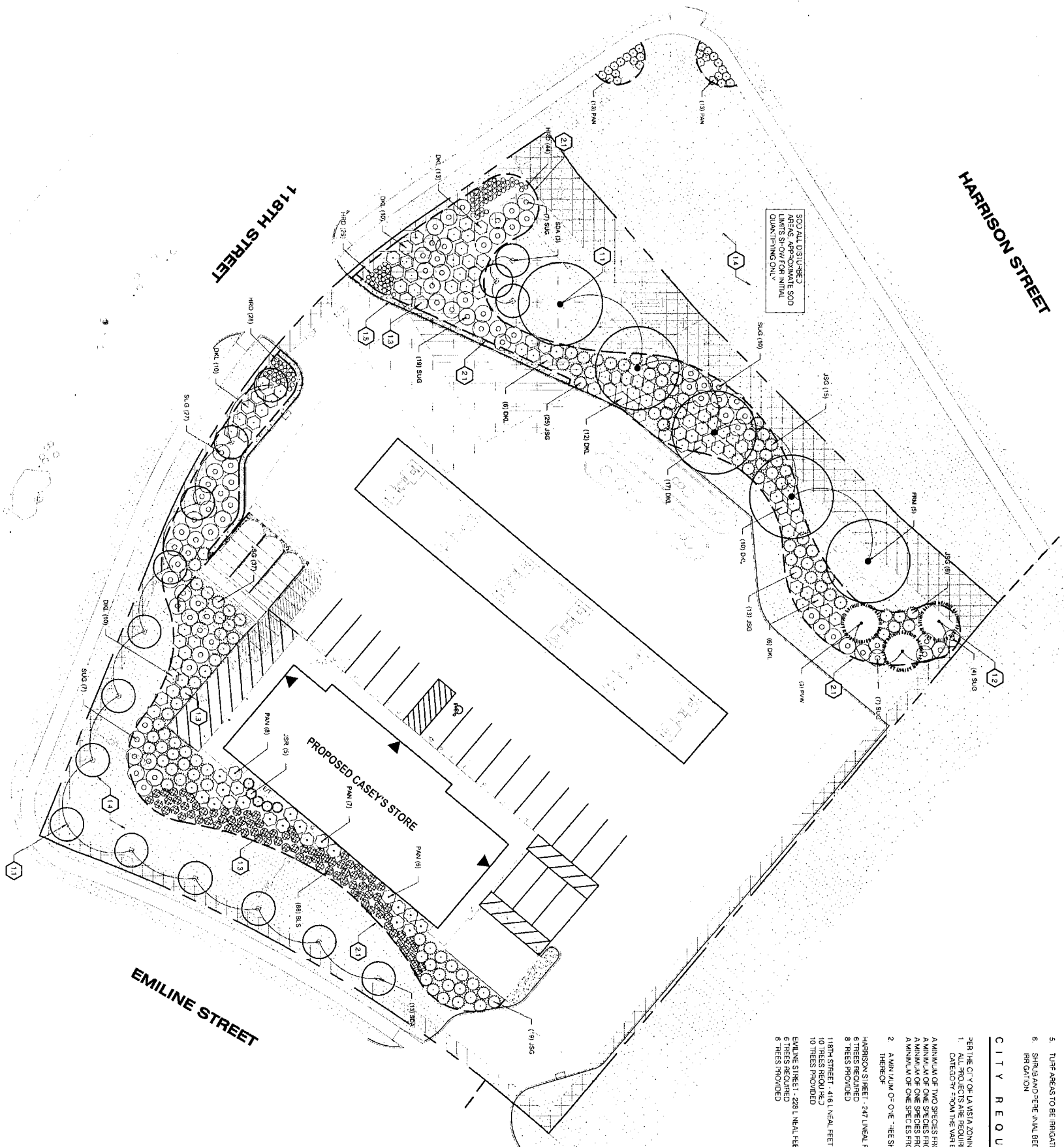
- PER THE CITY OF LA VISTA ZONING ORDINANCE AND GATEWAY CORRIDOR DESIGN GUIDELINES
1. ALL PROJECTS ARE REQUIRED TO USE THE MINIMUM NUMBER OF SPECIES UNDER EACH CATEGORY FROM THE LIST IN A PROJECT.
  2. A MINIMUM OF TWO SPECIES FROM THE DECIDUOUS TREE CATEGORY (REQUIREMENT MET) A MINIMUM OF ONE SPECIES FROM THE CONIFEROUS TREE CATEGORY (REQUIREMENT MET) A MINIMUM OF ONE SPECIES FROM THE CONIFEROUS SHRUBS CATEGORY (REQUIREMENT MET) A MINIMUM OF ONE SPECIES FROM THE CONIFEROUS SHRUBS CATEGORY (REQUIREMENT MET) A MINIMUM OF ONE SPECIES FROM THE CONIFEROUS SHRUBS CATEGORY (REQUIREMENT MET) A MINIMUM OF ONE SPECIES FROM THE CONIFEROUS SHRUBS CATEGORY (REQUIREMENT MET)
  3. A MINIMUM OF ONE TREE SHALL BE PLANTED FOR EVERY FORTY LINEAL FEET OR FRACTION THEREOF.
  4. HARRISON STREET - 247' LINEAL FEET 6 TREES REQUIRED 8 TREES PROVIDED
  5. EMILINE STREET - 228' LINEAL FEET 6 TREES REQUIRED 8 TREES PROVIDED

PLANTING NOTES

1. PRE-STATE ALL TREE AND SHRUB LOCATIONS BASED UPON THESE PLANS. CONTRACTOR SHALL APPROVE OF SHARED LOCATIONS PRIOR TO PLANTING.
2. PROVIDE WATCHING SIZES AND FORMS FOR EACH TREE TO BE INSTALLED.
3. PLANT MATERIAL TO BE HEALTHY SPECIMENS, FREE FROM DISEASE OR DAMAGE.
4. ALL PLANT MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE AMERICAN STANDARDS FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
5. ALL ROOT WRAPPING MADE OF METAL, SYNTHETIC OR PLASTIC MATERIAL SHALL BE REMOVED AT TIME OF PLANTING.
6. PLANT MATERIAL SHALL BE SUBJECT TO REVIEW AND APPROVAL BY ARCHITECT BEFORE INSTALLATION.
7. ALL PLANT AND SINKS SHALL BE SET PLUMB UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL REFER TO THE CONTRACT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
9. PLANT QUANTITIES ARE PROVIDED FOR CONTRACTORS CONVENIENCE ONLY AND SHALL BE VERIFIED BY CONTRACTOR BY REFERENCING PLANTING PLAN SYMBOLS AND PLANT SCHEDULING.
10. ALL DECIDUOUS TREES SHALL BE WRAPPED - REFER TO SPECIFICATIONS FOR WRAP TYPE AND THICKNESS.
11. PLANT AND SINKING LANDSCAPE SHALL TAKE PRESENCE OF ALL IRRIGATION EQUIPMENT LOCATIONS INSTALLED VALVE BOXES WHICH CONFLICT WITH ACCEPTED PLANT AND SINKING LOCATIONS SHALL BE MOVED TO A LOCATION BETWEEN PLANTS AS DIRECTED BY ARCHITECT. AT NO ADDITIONAL COST TO OWNER.
12. CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ALL PLANT MATERIALS INCLUDING SOGGED AREAS IN A HEALTHY STATE DURING CONSTRUCTION. ANY DAMAGE TO PLANT MATERIAL DUE TO EXCESSIVE WATER OR SOGGED AREAS SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE. REFER TO SPECIFICATIONS.
13. PROJECT INCLUDES IRRIGATION AND UTILITY SYSTEMS. MANY OF WHICH ARE CLOSE TO THE CONFLICTS SHALL BE RESOLVED IN THE FIELD BY THE ARCHITECT.
14. ALL SHRUB AREAS ARE TO BE PREPARED AS CONTINUOUS BEDS.

MATERIAL KEYNOTES

- 0 PLANTING
11. DECIDUOUS TREE
  12. EVERGREEN TREE
  13. SHRUB/PERENNIAL PLANTING BED WOOD WALL CH
  14. DECIDUOUS SHRUB
  15. DECORATIVE GRAVEL
- 20 EDGES
- 21 STEEL EDGER



PLANT SCHEDULE	CODE	COMMON NAME	SYMBOL	SIZE	QTY
DECIDUOUS TREES	11	REDWOOD	11	8.0	25
DECIDUOUS TREES	12	REDWOOD	12	8.0	25
DECIDUOUS TREES	13	REDWOOD	13	8.0	25
DECIDUOUS TREES	14	REDWOOD	14	8.0	25
DECIDUOUS TREES	15	REDWOOD	15	8.0	25
DECIDUOUS TREES	16	REDWOOD	16	8.0	25
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DECIDUOUS TREES	88	REDWOOD	88	8.0	25
DECIDUOUS TREES	89	REDWOOD	89	8.0	25
DECIDUOUS TREES	90	REDWOOD	90	8.0	25
DECIDUOUS TREES	91	REDWOOD	91	8.0	25
DECIDUOUS TREES	92	REDWOOD	92	8.0	25
DECIDUOUS TREES	93	REDWOOD	93	8.0	25
DECIDUOUS TREES	94	REDWOOD	94	8.0	25
DECIDUOUS TREES	95	REDWOOD	95	8.0	25
DECIDUOUS TREES	96	REDWOOD	96	8.0	25
DECIDUOUS TREES	97	REDWOOD	97	8.0	25
DECIDUOUS TREES	98	REDWOOD	98	8.0	25
DECIDUOUS TREES	99	REDWOOD	99	8.0	25
DECIDUOUS TREES	100	REDWOOD	100	8.0	25

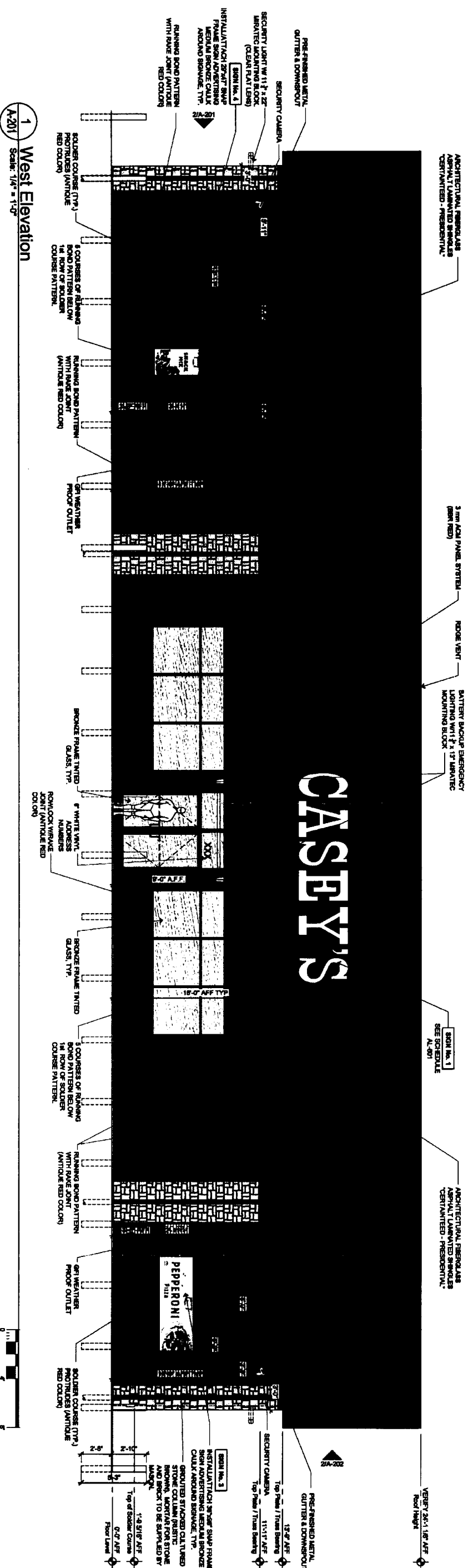


CASEY'S GENERAL STORE  
11728 DUNE STREET  
LA BREA, CA 90728

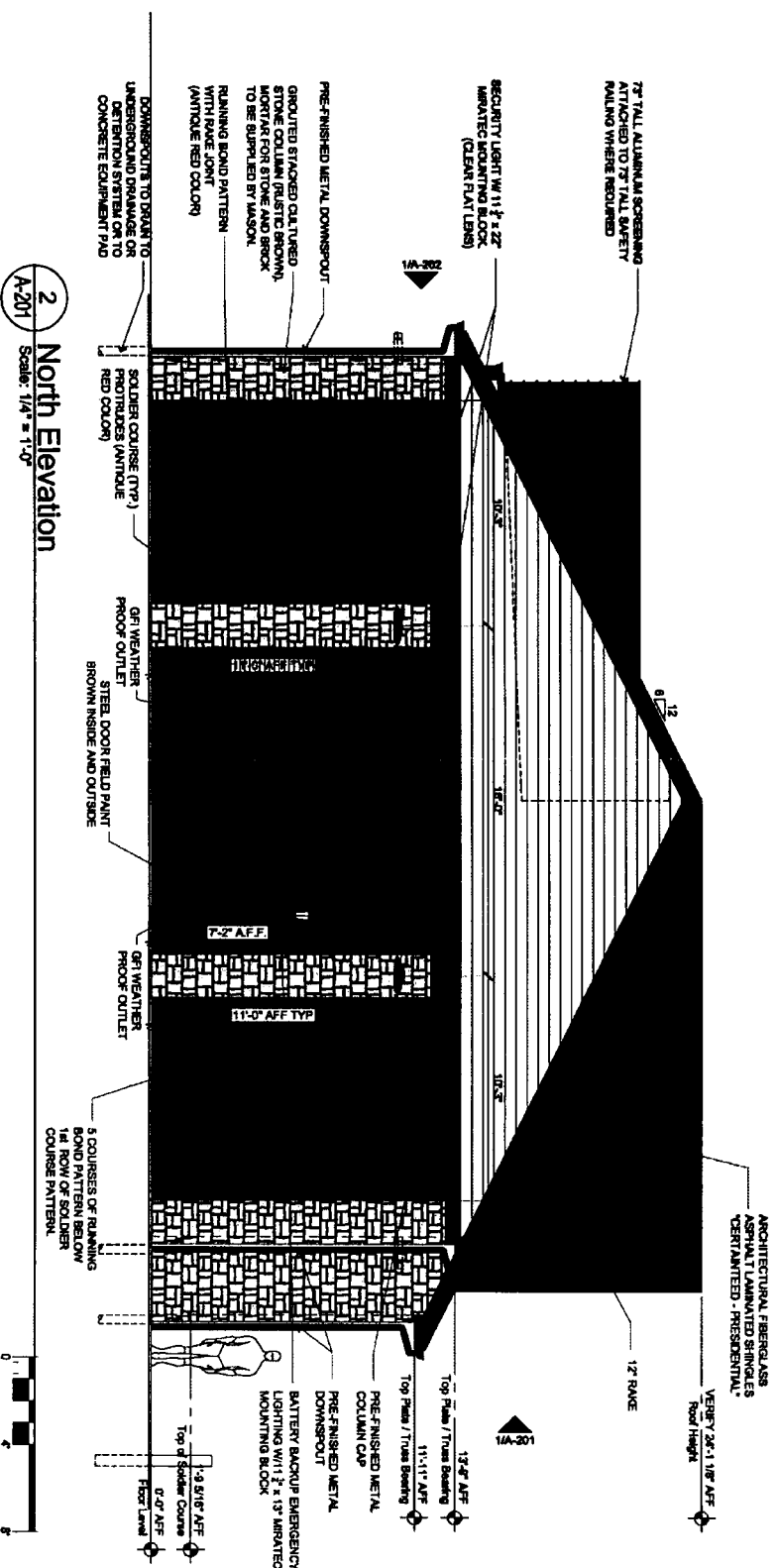
L-100

08/12/2019

LANDSCAPE PLAN



1  
A-201 West Elevation  
Scale: 1/4" = 1'-0"






2  
A-201

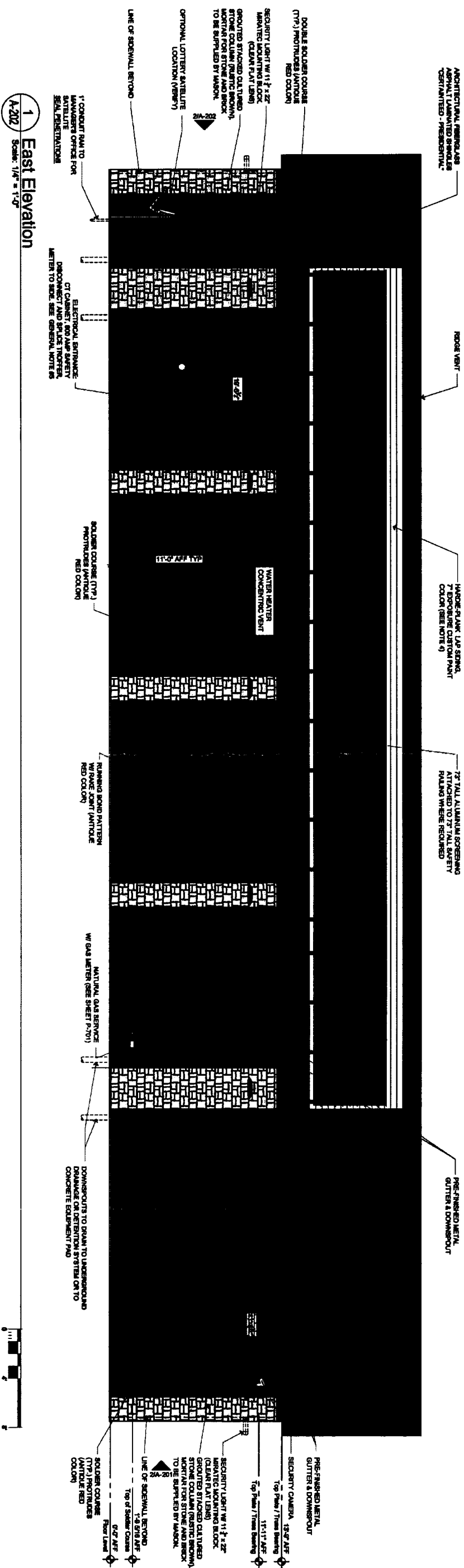
North Elevation

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

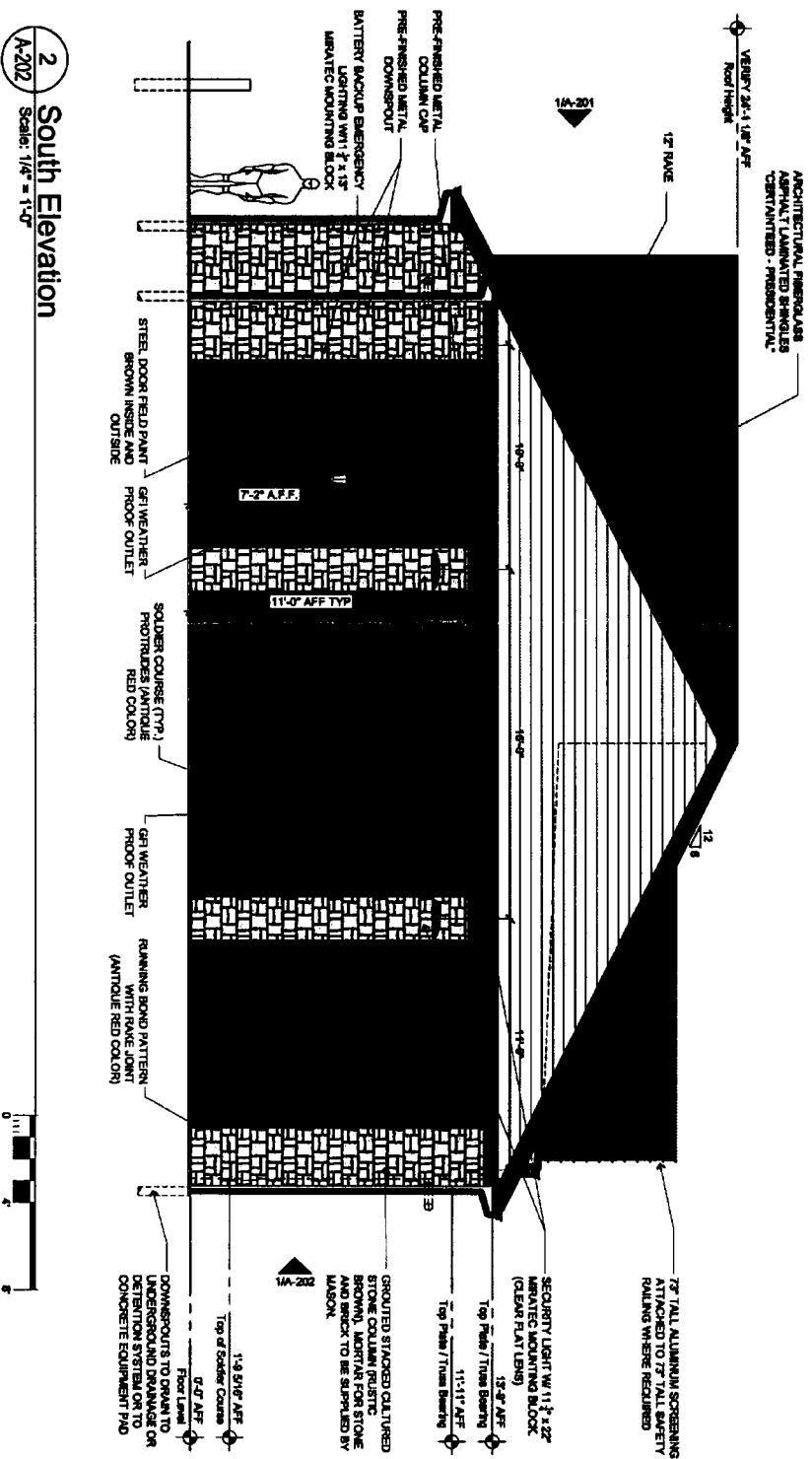
## General Notes

1. REVIEW AND COORDINATE WITH ALL DETAIL PAGES REFERENCED ON THIS PLAN, NOTIFY ARCHITECT AND OWNER OF DISCREPANCIES
  2. RELATED DRAWING SHEETS REFER TO THE FOLLOWING:
    - AL-101: FOR BUILDING LOCATION ON SITE
    - AL-101: FOR SECTIONS RELATING TO SPACE
    - AL-101: FOR FOUNDATION RELATING TO FOUNDATION LAYOUT
    - A-121: DOOR & WINDOW SCHEDULES AND NOTES
    - 8-101: FOOTINGS AND FOUNDATIONS
    - 8-102: ROOF TRUSSES
  3. WORKING POINT: THE WORKING POINT (WP) INDICATED ON THE DRAWINGS IS RELATIVE TO THE FACE OF BRICKTONG ON THE EXTERIOR WALL AND IS A COMMON POINT OF REFERENCE WHERE EVER USED IN THESE DRAWINGS
  4. WALLING: BRICKING PAVING ON STEEL  
COLOR: CLAYTON PAVING ON BITUMEN
- | COLOR: CLAYTON PAVING ON STEEL |               | Q2 | Q3 | Q4 | 12B |
|--------------------------------|---------------|----|----|----|-----|
| BAC                            | Brick & Chalk | -  | -  | -  | 1   |
| BT                             | Brick         | -  | -  | -  | 1   |
| N1                             | New Liner     | -  | 23 | 1  | 1   |
| V3                             | Deep Gold     | -  | 5  | 1  | -   |
- WRITE A PASTEL TINT BASE (1 GALLON USE)  
 (CLAYTON SHEER-COLOR FORMULA MATCH)
5. ALL VENT PENETRATIONS ON BACK OF ROOF:

 <h1>PDS</h1> <h2>ELDS DESIGN SERVICES</h2>	
<p>Architectural • Engineering • Surveying          7301 Day Street, Dallas, Texas 75247 (P) 972-6811 (M) 972-6811 • (F) 972-6811 • (C) 972-6811</p>	
<p> <b>CASEY'S</b> </p>	
<p>One Commonwealth Blvd., P.O. Box 5007, Albany, NY 12207 518-465-4100</p>	
<p><b>CASEY'S CONSTRUCTION DIVISION</b></p>	
<p>8/26/18</p>	
<p><b>EXTERIOR ELEVATIONS</b></p>	
<p><b>HARRISON ST &amp; 116TH ST LA VISTA, NE</b></p>	
<p><b>CONSTRUCTION DIVISION</b></p>	
<p><b>BRUNN ROUN DANIEL WILLIAMS</b></p>	
<p><b>A-201</b></p>	



**1** East Elevation  
A-202 Scale: 1/4" = 1'-0"



2 South Elevation  
A-202 Scale: 1/4" = 1'-0"



## General Notes

1. REVIEWING AND COORDINATE WITH ALL PERTINENT PHASES REFERENCED ON THIS PLAN, NOTIFY ARCHITECT AND OWNERS OF DISCREPANCIES
2. RELATES DRAWING SHEETS REFER TO THE FOLLOWING:  
A-101: FOR ARCHITECT LOCATION OF THE STORAGE  
A-103: PLUMBING FLOOR PLAN FOR CONSTRUCTION LAYOUT  
A-131: ROOF PLUMBING ROOF EQUIPMENT  
A-401: DOOR & WINDOW SCHEDULES AND NOTES  
S-101: FOOTINGS AND FOUNDATIONS  
S-102: ROOF TRUSSES
3. WORKING POINT: THE WORKING POINT (WP) INDICATED ON THE DRAWINGS IS RELATIVE TO THE FACE OF THE SHEATHING ON THE EXTERIOR WALL AND IS A COMMON POINT OF REFERENCE WHENEVER EVEN USED IN THESE DRAWINGS
4. HAZARDOUS BROWN PAINT FORMULA: BROWN WALLS/PAINT FINISH  
COLOR: GLETERNO SPRING ON ETT TAN  

NAME	BR	Y	OR	BL	WH
Blue	1	1	1	1	1
Black	1	1	1	1	1
Dark Gold	1	1	1	1	1
5. WHITE & PINK: 17% BASE (1 GALLON USE)  
(CUSTOMER BROWN COLOR FORMULA MATCH)  
ELECTRICIAN TO VERIFY GENERAL CONTRACTION ON SIZE AND LOCATION OF C/C (CABLES) REQUIRED BY LOCAL POWER COMPANY IF CABLES ARE TO BE INSTALLED IN THE WALLS. THE CONTRACTOR SHALL BE RESPONSIBLE TO ACCOUNT FOR THE LOCATION OF THE CABLES TO BE RECESSED IN THE BRICK IF IT HAS NOT BEEN INSTALLED AT THE TIME THE BRICK IS BEING Laid.
6. ALL VENT PENETRATIONS ON BACK OF BACKSIDE OF ROOF.







	
<b>P</b>	
<b>ELDS DESIGN SERVICES</b>	
Architectural   Engineering   Surveying 2001 Ross Street, Suite 1000, Ross, CA 92071 P: 760-461-1000, Fax: 760-461-1001 P: 760-461-1002 FAX: 760 461-1048	
    	
<b>CASEY'S</b>	
General Building	
<b>CASEY'S CONSTRUCTION DIVISION</b> One Convent Avenue Blvd., P.O. Box 2001, Ashbury, N.J. 08021 610-485-6100	
PROJECT NO.	9/26/18
PROJECT LOCATION	EXTERIOR ELEVATIONS
CONSTRUCTION DIVISION	A-202
DESIGN TEAM	DANIEL WILLIAMS
DESIGN TEAM	DANIEL WILLIAMS



Exhibit D

# Combined Traffic Study to Include Impacts from Casey's

## STRECK LABS

DRAFT TRAFFIC STUDY

LRA Job Number 0118087.03-119

(Conclusions & Recommendations Only)

October 2019

Prepared For:

Streck Labs

&

City of Omaha

&

City of La Vista

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**LAMP**  
**RYNEARSON**

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## **CHAPTER 6: CONCLUSIONS AND RECOMMENDATIONS**

Following are the main conclusions and recommended improvements:

- The site is anticipated to generate a total of 274 trips in the AM peak hour and 248 trips in the PM peak hour. In the AM peak hour, 241 vehicle trips will be entering the site and 33 trips exiting the site. For the PM peak hour, there will be 42 trips entering the site and 206 trips exiting the site.
- The gas station is anticipated to generate 244 trips in the AM peak hour with 122 trips entering and 122 trips exiting. For the PM, the gas station generates 324 trips with 162 trips entering and 162 trips exiting.
- An annual growth rate of 1.1 percent was used for this study.
- Synchro analysis shows that the lane configuration of the existing roadway network has the capacity to handle the anticipated trips generated from the proposed development.
- Based off of the MUTCD Warrant 2 (Four-Hour) and the MUTCD Warrant 3 (Peak Hour), the unsignalized intersection of 115<sup>th</sup> Street/116<sup>th</sup> Street and Harrison Street is not anticipated to warrant the need for a traffic signal in any scenario.
- Multiple movements are anticipated to operate at a LOS of F in various scenarios. The eastbound and southbound movements at the intersection of 118<sup>th</sup> Street/Harry Anderson Boulevard and Harrison Street operate at a LOS of F in background scenarios. By updating these movements to add a permissive/protected phase to the traffic signal, these movements are improved. The northbound and southbound left turning movements at the intersection of 115<sup>th</sup> Street/116<sup>th</sup> Street and Harrison Street are shown to be operating at a LOS of F in both the AM and PM peak hour in the background scenarios. This is also the case for the northbound and southbound right turning movement in the PM peak hour. This delay is not uncommon for the minor legs of an unsignalized intersection.
- Analysis shows that there could be situations where queuing could extend outside of the storage lane in various scenarios. The largest queuing length occurs along the south leg at the intersection of 115<sup>th</sup> Street/116<sup>th</sup> Street and Harrison Street.



The northbound right turning movement is shown to currently have a poor queue which is not uncommon for the minor legs of an unsignalized intersection.