

**LA VISTA CITY COUNCIL MEETING AGENDA**  
**March 19, 2024**  
**6:00 p.m.**  
**Harold “Andy” Anderson Council Chamber**  
**La Vista City Hall**  
**8116 Park View Blvd**

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Appointment – Planning Commission – Amber Brewer – fill vacancy of a 3 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 March 5, 2024 City Council Meeting**
  3. **Approval of the Minutes of the February 24, 2024 Strategic Planning Workshop**
  4. **Monthly Financial Report – February 2024**
  5. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – La Vista Pool Demo – \$10,500.00**
  6. **Request for Payment - NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation - \$245,382.32**
  7. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – 2024 Street Rehabilitation Project – \$80,000.00**
  8. **Request for Payment – HGM Associates Inc – Professional Services – East La Vista Sewer and Pavement Rehabilitation – Phase 2 Final Design – \$62,151.09**
  9. **Request for Payment – Public Restroom Company – Professional Services – La Vista Park Restroom - \$111,786.00**
  10. **Approval of Claims**
- **Reports from City Administrator and Department Heads**
  - **Presentation – FY23 Annual Audit**
  - **Presentation – Park Matrix Plan**
- B. Resolution – Approve Professional Services Agreement – D.A. Davidson & Co. – Financial Services**
- C. Approval of Class C Liquor License Application – Charred Southport LLC dba Charred Burger & Bar**
1. **Public Hearing**
  2. **Resolution**
- D. Redevelopment Plan – 84th Street Redevelopment Area – Proposed Amendment No. 3**
1. **Public Hearing on Proposed Redevelopment Plan Amendment No. 3**
  2. **Resolution – Recommend Redevelopment Plan Amendment No. 3 to the City Council (Action on this item will be taken by the La Vista Community Development Agency)**
  3. **Resolution – City Council Approve Proposed Redevelopment Plan Amendment No. 3**
- E. Comprehensive Development Plan (“Comprehensive Plan”) Amendment – Proposed Amendment to Incorporate Redevelopment Plan Amendment No. 3 – 84<sup>th</sup> Street Redevelopment Area into the Comprehensive Plan**
1. **Public Hearing on Proposed comprehensive Plan Amendment to Incorporate Redevelopment Plan Amendment No. 3 into the Comprehensive Plan**
  2. **Ordinance – Approve Comprehensive Plan Amendment to Incorporate Redevelopment Plan Amendment No. 3 into the Comprehensive Plan**
- F. 84<sup>th</sup> Street Redevelopment Area**
1. **Resolution – Approve Third Amendment to Subdivision Agreement**
  2. **Resolution – Approve Third Amendment to Redevelopment Agreement – Mixed Use Redevelopment Project (Action on this item will be taken by the La Vista Community Development Agency)**

- G. Conditional Use Permit – Ground Floor Multiple Family Units – Lot 14 La Vista City Centre**
  - 1. Public Hearing**
  - 2. Resolution**
- H. Zoning Text Amendments – Sections 2.04 & 5.19 – Container Bars**
  - 1. Public Hearing**
  - 2. Ordinance – Approve Zoning Text Amendments**
- I. Ordinance – Amend Master Fee Ordinance**
- J. Resolution – Award Contract – Spencer Management – Concrete Repair Work**
- Comments from the Floor**
  - Comments from Mayor and Council**
  - Adjournment**

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



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# MINUTE RECORD

A-2

No. 729 -- REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL MEETING March 5, 2024

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on March 5, 2024. Present were Mayor Kindig and Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Bueth, Director of Administrative Services Pokorny, Police Captain Barcal, Director of Public Works Soucie, Recreation Director Buller, Human Resources Director Lowery, Finance Director Harris, Library Director Barcal and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on February 21, 2024. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order and made the announcements.

### PROCLAMATION – WOMEN IN CONSTRUCTION WEEK

Mayor Kindig and Councilmember Wetuski proclaimed the week of March 3 - 9, 2024 as Women in Construction Week and presented the proclamation to the National Association of Women in Construction (NAWIC).

### SERVICE AWARD: BEN IVERSEN – 20 YEARS

Mayor Kindig recognized Ben Iversen for 20 years of service to the City.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE FEBRUARY 20, 2024 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – MUNICIPAL CAMPUS PLAN & DESIGN – \$3,000.25
4. REQUEST FOR PAYMENT – HGM ASSOCIATES INC – PROFESSIONAL SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION – PHASE 2 FINAL DESIGN – \$20,858.48
5. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES – CITY PARK PAVILION TESTING – \$900.00
6. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$550.00
7. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$415.00
8. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – GILES ROAD WIDENING – \$25,013.52

### 9. APPROVAL OF CLAIMS

ABM INDUSTRIES, services	19,331.57
ACTIVE NETWORK, services	602.71
AMAZON, supplies	1,547.84
AMERICAN HERITAGE LIFE INS CO, services	438.45
ANDERSON, P, training	170.50
ASSOCIATED FIRE PROTECTION, services	456.00
AT&T MOBILITY, phones	98.40
BARCO MUNICIPAL PRODUCTS, supplies	197.81
BERGANKDV LLC, services	7,000.00
BISHOP BUSINESS EQUIPMENT, supplies	49.21
BIZCO, supplies	1,617.60
BOBCAT OF OMAHA, services	1,651.46
BOOT BARN, apparel	150.00

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BRODERSEN, C, training	143.92
BUETHE, P, training	170.50
CAVLOVIC, P, training	150.00
CENTER POINT, books	47.94
CENTURY LINK/LUMEN, phones	853.27
CHI HEALTH EMPLOYEE ASST PROGRAM, services	3,146.55
CINTAS CORP, services	87.52
CITY OF PAPILLION, services	11,417.94
CITY OF PAPILLION - MFO, services	237,694.00
COLONIAL LIFE & ACCIDENT INS CO, services	2,017.56
COMP CHOICE, services	170.00
COMPLETE TACTICAL CONSULTANTS, services	5,000.00
CREATIVE PLANNING BUSINESS, services	3,357.50
D & K PRODUCTS, supplies	482.65
DEARBORN NATIONAL LIFE INS CO, services	8,274.35
DEMCO INC, supplies	122.94
D. SHOEMAKER, travel	897.48
DOUGLAS COUNTY SHERIFF'S OFC, services	300.00
FANTASY DRONE SHOWS, services	6,250.00
FIRST RESPONDER OUTFITTERS, apparel	746.30
FITZGERALD SCHORR BARMETTLER, services	6,979.60
FRANCOIS ROSS, services	4,350.00
FUN EXPRESS, supplies	672.13
GALE, books	297.64
GENERAL FIRE & SAFETY, services	403.75
GREY HOUSE PUBLISHING, books	310.50
HD SUPPLY, maint.	71.16
HELGET SAFETY, supplies	155.00
HOBBY LOBBY, supplies	207.90
HOLIDAYGOO, supplies	2,827.00
HY-VEE, supplies	180.00
INGRAM LIBRARY SERVICES, books	2,445.33
J RETZ LANDSCAPE, services	2,890.00
JANITOR DEPOT MIDWEST, supplies	1,827.15
KRIHA FLUID POWER CO, maint.	129.25
LAMP RYNEARSON & ASSOC, services	926.60
LARSEN SUPPLY CO, supplies	131.36
L. SCOTT, travel	728.75
LIBRARY ADVANTAGE, books	700.00
LIBRARY IDEAS, books	1,205.66
LINCOLN NATIONAL LIFE INS, services	6,667.07
MADSEN, L, training	150.00
MALLORY VALLIER, services	200.00
MEDICA INSURANCE CO, services	144,440.15
MENARDS, supplies	517.05
METLIFE, services	1,106.51
METRO AREA TRANSIT, services	1,067.00
METRO COMM COLLEGE, services	15,340.56
MUD, utilities	2,748.86
MICHAEL TODD & CO, supplies	135.81
MID-AMERICAN BENEFITS, services	3,473.51
MIDWEST TAPE, media	65.47
M. SCHOFIELD, travel	243.88
NLA-NE LIBRARY ASSN, services	60.00
NMC GROUP, maint.	260.28

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NORTH AMERICAN RESCUE, supplies	1,244.48
ODEYS INC, supplies	1,737.40
OFFICE DEPOT, supplies	478.69
OPPD, utilities	47,880.25
OMAHA WORLD-HERALD, services	967.20
ON THE SPOT PRODUCTIONS, services	10,000.00
PAYROLL MAXX, payroll & taxes	458,845.23
PITNEY BOWES, postage	1,887.00
QUALITY AUTO REPAIR & TOWING, services	200.00
RDG PLANNING & DESIGN, services	650.00
SCHOLASTIC LIBRARY PUB, books	163.80
SHERWIN-WILLIAMS, supplies	127.49
SOUTHEAST AREA CLERK'S ASSOC, services	20.00
SUBURBAN NEWSPAPERS, services	554.53
SUNSET LAW ENFORCEMENT, supplies	32,218.75
THE COLONIAL PRESS, services	121.98
THOMAS GJERE, services	200.00
TROUT, DONNA, services	2,415.00
UPS, services	13.32
USPS, postage	2,641.94
UNMC, services	419.00
VERIZON WIRELESS, phones	18.02
WESTLAKE HARDWARE, supplies	1,861.06
WIRELESS CCTV, services	3,100.00

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Frederick. Councilmember Hale reviewed the bills and had no questions. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

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

Human Resources Director Lowery provided an update on things to come on the retirement plan.

Recreation Director Buller provided an update on the Basketball Court resurfacing.

Library Director Barcal provided a final report for the Library.

City Engineer Dowse gave a report on an interlocal agreement that there were questions on and provided an update on street sewer projects.

Deputy Director Calentine gave an update on the La Vista Pavement Project.

## **B. RESOLUTION – COUNCIL POLICY STATEMENT – CAPITAL ASSET MANAGEMENT POLICY**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-021 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A COUNCIL POLICY STATEMENT.

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, replacement of the current Council Policy Statement "Asset Control Program" is being recommended; and

WHEREAS, a Council Policy Statement entitled "Capital Asset Management Policy" has been created to update the asset policy in conjunction with

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recommendations from the Government Finance office on Accounting (GFOA).

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve a Council Policy Statement entitled "Capital Asset Management Policy" and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

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

## **C. AMEND COUNCIL POLICY STATEMENTS 124 AND 125**

### **1. RESOLUTION – AMEND COUNCIL POLICY STATEMENT 124 – PROGRAMS, SERVICES AND ACTIVITIES RELATED TO SECTIONS 504 – REHABILITATION ACT OF 1973**

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-022 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA UPDATING A COUNCIL POLICY STATEMENT PERTAINING TO PROGRAMS, SERVICES AND ACTIVITIES OF THE CITY OF LA VISTA THAT ARE SUBJECT TO SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS: Certain transportation facilities (roads, streets, trails, and others) in the City of La Vista have been designated as being eligible for federal funds by the Federal Highway Administration in compliance with federal laws pertaining thereto;

WHEREAS: City of La Vista desires to continue to participate in Federal-Aid transportation construction programs;

WHEREAS: The Nebraska Department of Transportation as a recipient of said Federal funds is charged with oversight of the expenditures of said funds;

WHEREAS: The Nebraska Department of Transportation and the Code of Federal Regulation requires updates be made to the Council Policy Statement; and

WHEREAS: City of La Vista understands that the failure to meet all requirements for federal funding could lead to a project(s) being declared ineligible for federal funds, which could result in City of La Vista being required to repay some or all of the federal funds expended for a project(s).

NOW THEREFORE BE IT RESOLVED: The Mayor and City Council of La Vista, Nebraska do hereby approve the updating of the Council Policy Statement pertaining to programs, services and activities of the City of La Vista that are subject to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

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

### **2. RESOLUTION – AMEND COUNCIL POLICY STATEMENT 125 – PROGRAMS, SERVICES AND ACTIVITIES – TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-023 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA UPDATING A COUNCIL POLICY STATEMENT

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PERTAINING TO PROGRAMS, SERVICES AND ACTIVITIES OF THE CITY OF LA VISTA THAT ARE SUBJECT TO TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AND THE CIVIL RIGHTS RESTORATION ACT OF 1987 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS: Certain transportation facilities (roads, streets, trails, and others) in City of La Vista have been designated as being eligible for federal funds by the Federal Highway Administration in compliance with federal laws pertaining thereto;

WHEREAS: City of La Vista desires to continue to participate in Federal-Aid transportation construction programs;

WHEREAS: The Nebraska Department of Transportation as a recipient of said Federal funds is charged with oversight of the expenditures of said funds;

WHEREAS: The Nebraska Department of Transportation and the Code of Federal Regulation requires updates be made to the Council Policy Statement; and

WHEREAS: City of La Vista understands that the failure to meet all requirements for federal funding could lead to a project(s) being declared ineligible for federal funds, which could result in City of La Vista being required to repay some or all of the federal funds expended for a project(s).

NOW THEREFORE BE IT RESOLVED: The Mayor and City Council of La Vista, Nebraska do hereby approve the updating of the Council Policy Statement pertaining to programs, services and activities of the City of La Vista that are subject to Title VI of Civil Rights Act of 1964.

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

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick requested updates on East La Vista and the digging by Allo.

At 6:34 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2024.

CITY OF LA VISTA

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

ATTEST:

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

# MINUTE RECORD

A-3

No. 729 -- REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL STRATEGIC PLANNING WORKSHOP February 24, 2024

A Strategic Planning Workshop of the City Council of the City of La Vista, Nebraska was convened in open and public session at 9:00 a.m. on February 24, 2024 at the La Vista Public Library. Present were Councilmembers: Frederick, Sheehan, Thomas, Quick, Hale and Sell. Also in attendance were Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Police Captain Barcal, Director of Public Works Soucie, City Engineer Dowse, Finance Director Harris, Human Resources Director Lowery, Community Development Director Fountain, Library Director Barcal and Recreation Director Buller.

A notice of the Strategic Planning Workshop was given in advance thereof by publication in the Omaha World Herald on February 13, 2024. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### **1. INTRODUCTION**

The Mayor welcomed Council and staff to the work session.

### **2. STRATEGIC PLANNING**

The Council, along with staff, reviewed the Strategic Plan and gave direction on the Strategic Plan.

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

There were no comments from the Mayor and Council.

The Mayor declared the work session adjourned at 1:09 p.m.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2024.

CITY OF LA VISTA

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

ATTEST:

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





City of La Vista Nebraska  
Month Ended February 29, 2024

### Monthly Statement of Revenue and Expenditure

February

	General Fund	Debt Service Fund	Capital Improvement Fund	Lottery Fund	Redevelopment Fund	Total Nonmajor Funds <sup>1</sup>	Total Governmental Funds	Sewer Fund	Total Proprietary Fund
<b>Revenue</b>									
Property Tax	725,424	58,970	-	-	-	-	784,394	-	-
Sales and use taxes	590,065	295,033	-	-	295,033	-	1,180,130	-	-
Other Taxes <sup>2</sup>	201,128	-	-	-	3	-	201,131	-	-
Licenses and Permits	17,578	-	-	-	-	-	17,578	-	-
Intergovernmental Revenues <sup>3</sup>	184,469	-	-	-	-	690	185,159	-	-
Charges for Services	38,796	-	-	-	-	-	38,796	-	-
Grant income	252,005	-	-	-	-	-	252,005	-	-
Lottery Proceeds	-	-	-	106,770	-	-	106,770	-	-
Interest Income	35,355	65,580	8,232	20,167	33,072	2,895	165,301	27,014	27,014
Sewer Fees	-	-	-	-	-	-	-	328,986	328,986
Other Revenues <sup>4</sup>	11,272	32,827	-	-	-	18,988	63,086	3	3
Bonds	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>2,056,093</b>	<b>452,409</b>	<b>8,232</b>	<b>126,937</b>	<b>328,107</b>	<b>22,573</b>	<b>2,994,350</b>	<b>356,003</b>	<b>356,003</b>
<b>Expenditures</b>									
CIP/Capital Outlay	5,141	-	26,905	-	2,768	10,078	44,892	20,858	20,858
Debt Service: Principal Expense	-	-	-	-	-	-	-	-	-
Debt Service: Interest Expense	-	-	-	-	-	-	-	-	-
Debt Service: Bond Issue Expense	-	-	-	-	-	-	-	-	-
General Government Expenses	349,596	29,372	-	7,540	-	20,385	406,892	-	-
Public Works	146,266	-	-	-	-	-	146,266	-	-
Public Safety	949,499	-	-	-	-	16,823	966,322	-	-
Culture and Recreation	176,471	-	-	-	-	-	176,471	-	-
Public Library	72,936	-	-	-	-	-	72,936	-	-
Community Betterment	-	-	-	68,156	-	-	68,156	-	-
Community Development	62,970	-	-	-	3,635	-	66,606	-	-
Sewer	-	-	-	-	-	-	-	328,654	328,654
<b>Total Expenditures</b>	<b>1,762,880</b>	<b>29,372</b>	<b>26,905</b>	<b>75,696</b>	<b>6,403</b>	<b>47,285</b>	<b>1,948,542</b>	<b>349,512</b>	<b>349,512</b>
<b>Transfers In</b>	-	-	-	-	-	-	-	-	-
<b>Transfers Out</b>	-	-	-	-	-	-	-	-	-
<b>Change in Net Position</b>	<b>293,213</b>	<b>423,037</b>	<b>(18,673)</b>	<b>51,241</b>	<b>321,703</b>	<b>(24,713)</b>	<b>1,045,808</b>	<b>6,491</b>	<b>6,491</b>

### Key Trends

- Revenue**
- Rec \$250,000 from Papio-Missouri River NRD for a grant through the NRD's trail assistance program awarded in 2021 and payable upon the completion of the Applewood Creek Trail Project
  - Intergovernmental Revenues - NE Highway Allocation
  - Interest Income \$950K over budget for the year

- Expenditures**
- All expenditures for the month were within budget no significant events

<sup>1</sup>Nonmajor Funds (EDF, OSP, PAF,QSF,TIF)

<sup>2</sup>Other tax - OCC, Hotel, Rest

<sup>3</sup>Intergovernmental Rev - rev for state, county, other municipality

<sup>4</sup>Other rev - parking, library, other misc.



City of La Vista NE  
Monthly Treasurer Report  
February FY24

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,527,101	4.2%		\$ 5,281	1/17/2024
	Dayspring Bank	\$ -	0.6%		\$ -	1/24/2024
	<b>Total CD's</b>	<b>\$ 1,527,101</b>				
Money Market	Access Bank	\$ 2,565,319	2.8%	\$ 5,658		
	Dayspring Bank	\$ 11,132,376	4.9%	\$ 42,217		
	NPAIT	\$ 27,291,669	5.3%	\$ 115,729		
	Nebraska Class	\$ 6,398,548	5.5%	\$ 27,588		
	NFIT	\$ -				
	<b>Total Money Market</b>	<b>\$ 47,387,911</b>				
Checking	Access Bank	\$ 1,523,699	1.0%	\$ 636		
Checking	Dayspring Bank	\$ 29,171	0.0%	\$ 33		
Savings	Access Bank	\$ 614,749	1.0%	\$ 452		
<b>Total Portfolio</b>		<b>\$ 51,082,631</b>		<b>\$ 192,314</b>	<b>\$ 5,281</b>	

### Key Trends

- New checking acct at DaySpring Bank is for the employee Flex Savings Acct. These are restricted funds for Flex Spending only.
- Unrestricted cash of \$13.4M
- Restricted Funds for Redevelopment projects, Sewer, Lottery, CIP projects, Police Academy
- FY24 interest income is \$950K over budget for the year, we have earned \$1M in interest so far in FY24

**INVOICE**

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

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

TD2 South Dakota Office  
5000 S. Minnesota Ave., Unit 312; Sioux Falls, SD 57108  
Office: 605/951-0886

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

Invoice number 161319  
Date 01/22/2024  
Project 0171-426 LA VISTA POOL DEMO

Professional Services from November 15, 2023 through January 21, 2024

171-426-001 LOT 13, PARK VIEW HEIGHTS, SARPY COUNTY, NEBRASKA.

Description	Current Billed
Topographic Survey	10,500.00
Total	10,500.00

Invoice total 10,500.00

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
161319	01/22/2024	10,500.00	10,500.00				
	Total	10,500.00	10,500.00	0.00	0.00	0.00	0.00

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

OK TO PAY  
PMD 3/1/24

16.71.0918.ccc - RTH 20003

City of Omaha  
Public Works Department  
Construction Division

## WEEKLY PROGRESS REPORT

Page 1 of 4

CONTRACTOR NL &amp; L &lt;-- Pay to NL&amp;L

PROJECT East La Vista Sewer and Pavement Rehab.

WEEK ENDING DATE 02/24/24

PROJECT NO. M376(228)

PROJECT STATUS: IN PROGRESS

REPORT NO. 47

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY	
	<u>02 Jan 2024 Start of Phase 2. Calendar/Work Days will reflect the phase 2 calendar day quantity and percentages</u>			Paving - Total Value of Work This Period	\$22,112.88
SUNDAY		0	y	Sewer - Total Value of Work This Period	\$17,904.44
	Temp 48/24, No work on site, NB outside lane closure S 72nd at Florence St and the intersection of Florence closed, for emer main repair - allo fiber ducts bored into main			Paving - Total Value of Work To Date	\$651,470.13
02/18/24				Sewer - Total Value of Work To Date	\$1,129,813.93
MONDAY	Temp 57/22, NLL 0700-1700, HGM 0900-1630, Sewer crew cont serv lat repair at 7004 Gertrude, Emer Repair at s72nd and Florence - removed pvm, vac'ing utilities for visual locate, started excavation for repair of San. Main bored through by allo fiber. Removed radius, NBOL one panel and sidewalk for ADA installation. Pay items 2S 27.01 SY, 33 rem serv lat 15', 34 inst serv lat 15' 52 temp agg surf 0 No pay, salvaged material. 2P 63.61 SY	10	Y	Pro-rated Adjustment to Value of Stored Materials This Period	\$0.00
02/19/24				Total Value of Stored Materials Remaining To Date	\$0.00
TUESDAY	Temp 67/26, NLL 0700-1600, HGM 0830-1530, Sewer crew cont with serv lat repair on Gertrude at 7003. Second sewer crew did point repair on s 72nd and Florence intersection where allo fiber bored through san. Main. Municipal pipe installed liner on Josephine A6560 to 6540. Pay items: 2S rem pvm 24.93sy, 33 rem serv lat 12', 34 inst serv lat 12', 52 temp agg surf course 0 no pay/salvaged material	10	Y	Estimated Contract Value	\$ 4,746,349.05
02/20/24				Percent Complete By Value	38%
WEDNESDAY	Temp 68/32, NLL 0700-1700, HGM 0800-1700, Sewer crew general clean up and utility verification on edna. Thriele on site compaction testing no Gertrude 6905 to 7007. Municipal pipe cont s 69th st 12" with bypass pumping 7020 6960. Paving crew const part of removal for emer repair Florences 72nd st, Pay items: 4P Rem sdrv 328.96 sf, 11P const 7" Pcc pvm 63.61 SY.	10	Y	Contract Calendar / Work Days	416
02/21/24				Calendar / Work Days This Period	7
THURSDAY	Temp 64/36, NLL 0700-1700, HGM 0900-1630, sewer crew cont serv lat on gertrude 7002 6906, Municipal pipe mha6980-6950 12" liner by pass pumping, paving crew finished florence and 72nd intersection reinst pvm, driveways/sidewalks/curb and gutters florence La vista to 72nd St. Pay items: 4S rem sdrv 70 SF, 3Srem drwy 22.31SY, 5P rem C&G 38.5 Ln ft, 15S Const drwy 22.31SY, 14P Const C&G 38.5 Ln ft, 24S Const Sdrv 70 SF, 2s 53.65 SY, 33 rem serv 27', 34 inst serv 27', 52 temp agg 0 salvaged	10	Y	Calendar / Work Days Used To Date	328
02/22/24				Percent Time Used	79%
FRIDAY	Temp 60/27, Nll 0700-1430, hgm 0800-1400, Sewer crew general clean up and utility verification edna. Paving crew installed pcc in sewer repair openings gertrude st 7007 to 6905EB. Municipal pipe liner florence st 7140 to 7100MH. Pay items 11S Const 7" Pcc 133.05 SY	8	Y	% Retained Paving/Sewer	10.0000%
02/23/24				Amount Retained to Date Paving	\$65,147.01
				Amount Retained To Date Sewer	\$112,981.39
SATURDAY	Temp 64/23 No work on site, no pay items	0	Y	Net Amount Due To Date	\$1,603,155.66
02/24/24				Total Incentive Earned / Disincentive Assessed To Date	\$0.00
<u>Other Comments</u> NOTE: Allo Fiber - Pavement removal s 72nd and Florence St 2S 256.93 SY. To be paid once invoice is submitted for the T&M of this emergency repair work. #33 rem serv lat 47.5', 34 inst serv lat 47.5', 11S Const 7" Pcc 152.79 SY, 11S 104.17 SY.				Net Amount Due To Date Including Incentive Earned / Disincentive Assessed	\$1,603,155.66
				Total Previous Payments To Date	\$1,357,773.34
				Amount Due To Date	\$245,382.32

 3-1-24  
CONTRACTOR / DATE

Paula Pogge, HGM Associates, 01 Mar 2024  
PROJECT MANAGER / DATE

Paula Pogge, HGM Associates 29 Feb 2024  
PROJECT REPRESENTATIVE / DATE

 3/7/24  
CITY CONSTRUCTION ENGINEER / DATE

OK TO PAY  
PMD 3/7/24  
02.71.097.000 - SEWER 13001  
SEWER = \$141,248.61  
STREET = \$104,133.71



## WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED										
Lino	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	Paving 1	Mobilization/Demobilization	1.00	\$150,000.00	LS	-	\$0.00	100.0%	1.00	\$150,000.00
2	Paving 2	Remove Pavement	7,830.00	\$11.00	SY	170.38	\$1,873.66	38.0%	2,955.38	\$32,509.29
3	Paving 3	Remove Concrete Driveway	701.00	\$11.00	SY	-	\$0.00	1.0%	4.53	\$49.83
4	Paving 4	Remove Sidewalk - Paving	7,396.00	\$2.00	SF	328.96	\$657.92	67.0%	4,933.11	\$9,866.22
5	5	Remove Concrete Curb and Gutter	1,850.00	\$12.00	LF	126.00	\$1,512.00	55.0%	1,010.70	\$12,128.40
6	6	Perform Cold Planning-Asphalt	26,390.00	\$6.50	SY	-	\$0.00	0.0%	-	\$0.00
7	7	Perform 2" Cold Planning - Concrete	60.00	\$7.00	SY	-	\$0.00	0.0%	-	\$0.00
8	8	Construct Asphalt Surface Course SPR (PG 64-34)	3,130.00	\$107.11	Ton	-	\$0.00	0.0%	-	\$0.00
9	9	Construct Asphalt Surface Wedge SPR 3/8" Fine (PG 64-34)	72.00	\$188.00	Ton	-	\$0.00	0.0%	-	\$0.00
10	10	Concrete Base Repair	6,400.00	\$72.00	SY	-	\$0.00	0.0%	-	\$0.00
11	Paving 11	Construct 7" Concrete Pavement - Type L65 - Paving	7,658.00	\$75.00	SY	170.36	\$12,777.00	44.0%	3,369.30	\$252,697.50
12	12	Construct 7" Concrete Pavement - Type L 85 - Paving	100.00	\$78.00	SY	-	\$0.00	0.0%	-	\$0.00
13	13	Construct 10" Concrete Pavement - Type L65	98.00	\$92.00	SY	-	\$0.00	35.0%	33.33	\$3,068.36
14	14	Construct Concrete Curb and Gutter	1,850.00	\$42.00	LF	126.00	\$5,292.00	44.0%	607.70	\$33,923.49
15	Paving 15	Construct 8" Driveway - Type L65 - Paving	841.00	\$59.00	SY	-	\$0.00	1.0%	4.53	\$287.27
16	16	Construct 6" Driveway - Type L85	50.00	\$62.00	SY	-	\$0.00	0.0%	-	\$0.00
17	Paving 17	Subgrade Preparation - Paving	9,537.00	\$3.50	SY	-	\$0.00	1.0%	86.04	\$304.29
18	18	Adjust Utility Valve to Grade	12.00	\$930.00	EA	-	\$0.00	25.0%	3.00	\$2,400.00
19	19	Adjust Manhole to Grade	32.00	\$900.00	EA	-	\$0.00	0.0%	-	\$0.00
20	20	Remove & Replace Curb Inlet Top	6.00	\$3,200.00	EA	-	\$0.00	80.0%	4.00	\$12,800.00
21	21	Install Manhole Ring and Cover	8.00	\$700.00	EA	-	\$0.00	25.0%	2.00	\$1,400.00
22	22	Install External Frame Seal	8.00	\$750.00	EA	-	\$0.00	0.0%	-	\$0.00
23	23	Traffic Control - Sewer and Pavement Construction	1.00	\$50,000.00	LS	0.0000	\$0.00	17.0%	0.1668	\$8,330.00
24	Paving 24	Construct 4" PCC Sidewalk - Paving	6,021.00	\$6.75	SF	-	\$0.00	86.0%	4,318.14	\$29,147.45
25	25	Construct 6" PCC Sidewalk	524.00	\$7.50	SF	-	\$0.00	38.0%	200.80	\$1,506.00
26	26	Construct PCC Curb Ramp	1,370.00	\$14.00	SF	-	\$0.00	44.0%	596.86	\$8,356.04
27	27	Construct Detectable Warning Panel	441.00	\$45.00	SF	-	\$0.00	42.0%	184.00	\$8,280.00
28	28	Construct Sidewalk Curb Wall	241.00	\$40.00	LF	-	\$0.00	223.0%	543.50	\$21,740.00
29	29	Install Seeding - Type A	1,922.00	\$3.75	SY	-	\$0.00	46.0%	879.29	\$3,297.34
30	30	Install Rolled Erosion Control - Type 1	1,022.00	\$3.00	SY	-	\$0.00	63.0%	1,020.12	\$3,060.36

## WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED										
Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
31	31	Install Curb Inlet Protection	2.00	\$125.00	EA	-	\$0.00	250.0%	5.00	\$625.00
32	32	Install Concrete Washout	1.00	\$3,500.00	EA	-	\$0.00	0.0%	-	\$0.00
62	P 62	Construct Temporary Aggregate Surface Course	200.00	\$20.00	Ton	-	\$0.00	627.0%	1,053.52	\$21,070.40
S1	Sewer 1	Sewer Mobilization/Demobilization	1.00	\$144,000.00	LS	-	\$0.00	100.0%	1.00	\$144,000.00
S2	Sewer 2	Remove Pavement - Sewer	5,988.00	\$11.00	SY	105.59	\$1,161.49	107.0%	6,441.05	\$70,851.55
S3	Sewer 3	Remove Concrete Driveway - Sewer	1,915.00	\$11.00	SY	22.31	\$245.41	37.0%	700.19	\$7,702.09
S4	Sewer 4	Remove Sidewalk - Sewer	7,162.00	\$2.00	SF	70.00	\$140.00	16.5%	1,163.80	\$2,327.60
S11	Sewer 11	Construct 7" Concrete Pavement - Type L65 - Sewer	5,988.00	\$75.00	SY	133.05	\$9,978.75	100.0%	5,987.34	\$449,050.50
S15	Sewer 15	Construct 6" Driveway - Sewer	1,915.00	\$59.00	SY	22.31	\$1,316.29	37.0%	710.91	\$41,943.69
S17	Sewer 17	Subgrade Preparation - Sewer	7,121.00	\$3.50	SY	-	\$0.00	0.0%	-	\$0.00
S24	Sewer 24	Construct 4" PCC Sidewalk - Sewer	7,152.00	\$8.76	SF	70.00	\$472.50	15.0%	1,099.80	\$7,423.85
33	33	Remove & Dispose 12" or Smaller Sewer Pipe	5,390.00	\$20.00	LF	54.00	\$1,080.00	53.0%	2,838.29	\$56,765.89
34	34	Construct 6" PVC Sanitary Sewer Pipe (Service Line)	4,805.00	\$85.00	LF	54.00	\$3,510.00	53.0%	2,592.96	\$168,542.40
35	35	Construct 6" Sanitary Sewer Service Riser (Over 12' Depth)	467.00	\$70.00	VF	-	\$0.00	0.0%	-	\$0.00
36	36	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs)	26.00	\$175.00	LF	-	\$0.00	994.0%	258.33	\$45,207.76
37	37	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs, Over 15' Depth)	12.00	\$175.00	LF	-	\$0.00	0.0%	-	\$0.00
38	38	Construct 6" Sanitary Sewer Concrete Cradle	1.00	\$1,200.00	EA	-	\$0.00	100.0%	1.00	\$1,200.00
39	39	Install 8" CIPP Liner	10,867.00	\$45.00	LF	-	\$0.00	17.0%	1,841.79	\$82,890.56
40	40	Install 16" CIPP Liner	927.00	\$85.00	LF	-	\$0.00	0.0%	-	\$0.00
41	41	Re-Install Service Lines	332.00	\$100.00	EA	-	\$0.00	15.0%	51.00	\$5,100.00
42	42	CIPP End Seal, 8-in	83.00	\$195.00	EA	-	\$0.00	14.0%	12.00	\$2,340.00
43	43	CIPP End Seal, 15-in	9.00	\$260.00	EA	-	\$0.00	0.0%	-	\$0.00
44	44	Perform Pre-CIPP CCTV Pipeline Inspection	11,794.00	\$4.50	LF	-	\$0.00	16.0%	1,841.79	\$8,288.06
45	45	Perform Post-CIPP CCTV Pipeline Inspection	11,794.00	\$3.30	LF	-	\$0.00	18.0%	1,841.79	\$5,625.37
46	46	Jet Existing Sanitary Sewer	11,794.00	\$2.75	LF	-	\$0.00	16.0%	1,841.79	\$5,064.92
47	47	Perform Cementitious Manhole Rehabilitation 48" Dia Type A	337.00	\$250.00	VF	-	\$0.00	0.0%	-	\$0.00
48	48	Perform Cementitious Manhole Rehabilitation 45" Dia Type B	124.00	\$300.00	VF	-	\$0.00	0.0%	-	\$0.00
49	49	By-pass pumping	1.00	\$30,000.00	LS	-	\$0.00	0.0%	-	\$0.00
50	50	Traffic Control - Sewer CIPP Liner Install	1.00	\$20,000.00	LS	-	\$0.00	28.0%	0.28	\$5,600.00
51	51	Mobilization/Demobilization Sewer CIPP Liner Install	1.00	\$40,000.00	LS	-	\$0.00	50.0%	0.50	\$20,000.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
61	CO1 53	Install 15" RCP Storm Sewer - CO 1	98.00	\$73.00	LF	-	\$0.00	90.0%	88.00	\$6,424.00
62	CO1 54	Excavation for Pipe,	22.00	\$200.00	HR	-	\$0.00	73.0%	16.00	\$3,200.00
63	CO1 55	3/4" Limestone Pipe Bedding	48.00	\$29.50	Ton	-	\$0.00	51.0%	24.44	\$720.98
64	CO1A 55	Rebuild curb inlets/junction box	4.00	\$4,200.00	ea	-	\$0.00	100.0%	4.00	\$16,800.00
65	CO1A 57	Remove existing inlets	3.00	\$500.00	ea	-	\$0.00	100.0%	3.00	\$1,500.00



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

## INVOICE

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

TD2 South Dakota Office  
5000 S. Minnesota Ave., Unit 312; Sioux Falls, SD 57108  
Office: 605/951-0886

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

Invoice number 162112  
Date 03/05/2024

Project 0171-425 STREET RESURFACING - 2024

Professional Services from July 25, 2023 through February 04, 2024

	Amount	
<b>Surveying Services</b>		
Contract Amount	25,500.00	
Percent Complete	100.00	
Total Billed	25,500.00	
Prior Billed	0.00	
	Current Billed	25,500.00
<b>Civil Engineering Services</b>		
Contract Amount	55,000.00	
Percent Complete	90.00	
Total Billed	49,500.00	
Prior Billed	0.00	
	Current Billed	49,500.00
<b>Geotechnical, Materials Testing, and Construction Observation</b>		
Contract Amount	59,500.00	
Percent Complete	8.40	
Total Billed	5,000.00	
Prior Billed	0.00	
	Current Billed	5,000.00
	Total	80,000.00
	Invoice total	80,000.00

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
162112	03/05/2024	80,000.00	80,000.00				
	Total	80,000.00	80,000.00	0.00	0.00	0.00	0.00

OK TO PAY  
PMD 3/12/24  
OF 71,091.70 - STRID 4005

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





450 Regency Pkwy  
Suite 120  
Omaha, NE 68114  
(712) 323-0530

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

## INVOICE

Invoice Number: 702619-29  
Date: March 07, 2024  
Client Code: 7220  
P.O. Number: 20-008340

**Progress billing for engineering services for the East LaVista Sewer and Pavement Rehabilitation - Phase 2 Final Design, per agreement dated June 4, 2019 & Amendments..**

**Construction Observation, Administration & Testing Through: February 29, 2024**

	Hours	Rate	Current Period	Billed To Date
001: Phase I Investigation (LS \$53,340)				
		90% Complete		\$48,006.00
002: Trekk (\$90,420) (Hrly)				\$89,172.71
003: Thiele Geotech (\$18,675) (Hrly)				\$19,200.00
004: Emspace & Lovgren (\$9,775) (Hrly)				\$11,809.67
005: Amendment 1 HGM (LS \$923)				\$923.00
		100% Complete		\$923.00
006: Amendment 1 TREKK (\$4,000) (Hrly)				\$4,000.00
007: Phase 2 Final Design (Hrly)				\$201,345.71
008: Phase 2 Final Design TREKK (Hrly)				\$64,665.61
009: Phase 2 Final Design Emspace (Hrly)				\$10,763.73
010: Midwest Right of Way (\$58,725) (Hrly)				\$20,205.00
011: Construction Admin (Hrly)				
Design Engineer	170.00	136.32	\$23,174.40	
Design Engineer	128.00	148.48	\$19,005.44	
Engineer Technician	76.00	105.60	\$8,025.60	
Engineer Technician	8.50	108.80	\$924.80	
Engineer Technician	59.50	123.84	\$7,368.48	

	Hours	Rate	Current Period	Billed To Date
Senior Project Engineer	1.50	234.91	\$352.37	
			<u>\$58,851.09</u>	\$418,739.19

## 012: Const. Testing - Thiele Geotech (\$93,873) (Hrly)

Thiele Geotech, Inc.			\$3,300.00	
			<u>\$3,300.00</u>	\$24,985.00

Total Amount Billed	\$913,815.62
Less Previous Invoices	<u>\$851,664.53</u>
<b>Invoice Total</b>	<b><u>\$62,151.09</u></b>

## Outstanding Invoices

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
702619-28	2/9/2024	\$20,858.48				\$20,858.48
		<u>\$20,858.48</u>				<u>\$20,858.48</u>

OK TO PAY  
 PMD 3/6/24  
 Ord. 71. 0917000 - SEWER/3001  
 (40%) SEWER = \$29,822.52  
 (60%) STAFFET = \$32,312.57



**PUBLIC  
RESTROOM  
COMPANY**

Building Better Places To Go.<sup>SM</sup>

# INVOICE

Invoice Date:	Invoice #:
2/29/2024	25137

*pd  
3/12/24*

Bill To:	Ship To
City of La Vista 8116 Park View Blvd La Vista, NE 68128	

Progress Billing For The Period Ending:	2/29/2024	P.O. #:	S.O. No.	Project:
---	-----------	---------	----------	----------

23-010100

11515 - La Vista Ce...

Item	Description	Qty	U/M	Rate	Amount Due
a11. Minden Pr...	Progress Billing Invoice - For Percentage Complete of All Scheduled Values Please See Continuation Sheet Attached	1		111,786.00	111,786.00
	La Vista Park Restroom PO#23-010100; Vendor NO: 100830	0			0.00

THE PUBLIC RESTROOM CERTIFICATION: The Public Restroom Company certifies that to the best of our knowledge, information and belief the work covered by this payment request has been completed in accordance with the contract documents, that all amounts have been paid for by the Public Restroom Company for work which previous payment requests were issued and payments recieved from the Owner, and that payments shown above is now due.

<b>Total</b>	\$111,786.00
<b>Payments</b>	\$0.00
<b>Balance Due</b>	\$111,786.00

*OKAY for payment  
3/12/2024  
[Signature]*

2587 Business Parkway | Minden, NV 89423  
8600 Technology Way | Reno, NV 89521  
(775) 783-1200

## APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE 1 OF

TO CLIENT/OWNER:

City of La Vista, NE  
8116 Park View Blvd  
La Vista, NE 68128

FROM :

Public Restroom Company  
2587 Business Parkway  
Minden, NV 89423

PROJECT: La Vista Central Park East

APPLICATION NO: 2

DATE: 2/29/2024

PERIOD TO: 2/29/2024

PO: 23-010100

Distribution to:

☒ OWNER☐ ARCHITECT☐ CONTRACTOR☐

## APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	339,381.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	339,381.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	145,724.00
5. RETAINAGE:		
a. 0.00 % of Completed Work (Column D + E on Continuation Sheet)	\$	0.00
b. % of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of Continuation Sheet)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	145,724.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	33,938.00
8. CURRENT PAYMENT DUE	\$	111,786.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	193,657.00

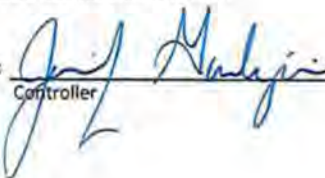
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

## CERTIFICATION

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

PUBLIC RESTROOM COMPANY:

By:



Controller

Date: 2/29/24



# CONTINUATION SHEET

PAGE 2 OF

APPLICATION FOR PAYMENT, containing  
signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO: 2  
APPLICATION DATE: 2/29/2024  
PERIOD TO: 2/29/2024  
CONTRACTOR'S PROJECT NO: 11515  
RETENTION: 0.00%

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Design/ Eng./ Inspections/ Bonds	\$33,938.00	\$33,938.00	\$0.00		\$33,938.00	100.00%	\$0.00	-
2	Concrete Slab	\$25,501.00	\$0.00	\$25,501.00		\$25,501.00	100.00%	\$0.00	-
3	Walls	\$25,976.00	\$0.00	\$9,351.00		\$9,351.00	36.00%	\$16,625.00	-
4	Roof System	\$75,053.00	\$0.00	\$27,019.00		\$27,019.00	36.00%	\$48,034.00	-
5	Interior & Exterior Finish	\$32,132.00	\$0.00	\$11,567.00		\$11,567.00	36.00%	\$20,565.00	-
6	Doors, Windows, and Hardware	\$24,801.00	\$0.00	\$8,928.00		\$8,928.00	36.00%	\$15,873.00	-
7	Accessories & Options	\$8,836.00	\$0.00	\$3,180.00		\$3,180.00	35.99%	\$5,656.00	-
8	Plumbing	\$50,353.00	\$0.00	\$18,127.00		\$18,127.00	36.00%	\$32,226.00	-
9	Electrical	\$22,538.00	\$0.00	\$8,113.00		\$8,113.00	36.00%	\$14,425.00	-
10	Building Pack & Ship Preparation	\$9,055.00	\$0.00	\$0.00		\$0.00	0.00%	\$9,055.00	-
11	Site Installation & Field Testing	\$31,198.00	\$0.00	\$0.00		\$0.00	0.00%	\$31,198.00	-
	Change Order	\$0.00	\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	-
	<b>GRAND TOTALS</b>	\$339,381.00	\$33,938.00	\$111,786.00	\$0.00	\$145,724.00		\$193,657.00	-



**PUBLIC  
RESTROOM  
COMPANY**

## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Building Better Places To Go.<sup>SM</sup>

**NOTICE:** THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

### Identifying Information

Name of Claimant: PUBLIC RESTROOM COMPANY

Name of Customer: City of La Vista, NE

Job Name: La Vista Central Park East

Job Location: Valley Rd., La Vista, NE 68128

Owner: City of La Vista, NE

Through Date: 2/29/2024

### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: City of La Vista, NE

Amount of Check: \$111,786.00

Check Payable to: PUBLIC RESTROOM COMPANY

### Exceptions

This document does not affect any of the following:

- (1) Retentions;
- (2) Extras for which the claimant has not received payment;
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of Waiver and Release: \_\_\_\_\_

Amount(s) of unpaid progress payments: \_\_\_\_\_

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

### Signature:

Claimant's Signature: \_\_\_\_\_

Claimant's Title: CONTROLLER

Date of Signature: 2/29/24

User: KOLSON

DB: La Vista

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
1(E)	03/06/2024	POINT C HEALTH	13,451.66	N
141727	03/06/2024	ALFRED BENESCH & COMPANY	25,013.52	N
141728	03/06/2024	BERGANKDV LLC	40,000.00	N
141729	03/06/2024	HGM ASSOCIATES, INC.	20,858.48	N
141730	03/06/2024	OLSSON, INC.	900.00	N
141731	03/06/2024	RDG PLANNING & DESIGN	3,000.25	N
141732	03/06/2024	THOMPSON DREESSEN & DORNER, INC.	965.00	N
2969(E)	03/12/2024	US BANK NATIONAL ASSOCIATION	26,403.32	N
141733	03/19/2024	1000 BULBS	2,569.50	N
141734	03/19/2024	ACTION BATTERIES UNLTD INC	277.04	N
141735	03/19/2024	ALUMINUM ATHLETIC EQUIPMENT CO	376.55	N
141736	03/19/2024	AMAZON CAPITAL SERVICES, INC.	1,318.79	N
141738	03/19/2024	APWA-AMER PUBLIC WORKS ASSN	605.00	N
141739	03/19/2024	APWA-AMER PUBLIC WORKS ASSN	915.00	N
141740	03/19/2024	ARNOLD MOTOR SUPPLY	209.99	N
141741	03/19/2024	AXON ENTERPRISE INC	872.00	N
141742	03/19/2024	BACON LETTUCE CREATIVE	2,273.75	N
141743	03/19/2024	BADGER BODY & TRUCK EQUIP CO INC	198.72	N
141744	03/19/2024	BARCAL, ROSE	224.00	N
141745	03/19/2024	BIBLIOTHECA LLC	24.00	N
141746	03/19/2024	BIG RED LOCKSMITHS	120.00	N
141747	03/19/2024	BISHOP BUSINESS EQUIPMENT	1,194.12	N
141748	03/19/2024	BISHOP BUSINESS EQUIPMENT COMPANY	325.57	N
141749	03/19/2024	BRODERSEN, CALE	355.50	N
141750	03/19/2024	CALENTINE, JEFFREY	1,500.00	N
141751	03/19/2024	CENTER POINT, INC.	284.04	N
141752	03/19/2024	CINTAS CORPORATION NO. 2	29.86	N
141753	03/19/2024	CONTROL MASTERS INCORPORATED	642.75	N
141754	03/19/2024	CULLIGAN OF OMAHA	13.00	N
141755	03/19/2024	DATASHIELD CORPORATION	160.00	N
141756	03/19/2024	DELL MARKETING L.P.	49,592.41	N
141757	03/19/2024	DHHS REG/LIC-POOL PERMIT	40.00	N
141758	03/19/2024	DIGITAL EXPRESS	130.00	N
141759	03/19/2024	DILLON BROS HARLEY DAVIDSON	774.15	N
141760	03/19/2024	DRAIN M.D., LLC	1,800.00	N
141761	03/19/2024	ECHO GROUP INCORPORATED	32.08	N
141762	03/19/2024	EMBASSY SUITES HOTEL	948.15	N
141763	03/19/2024	FAC PRINT & PROMO COMPANY	219.00	N
141764	03/19/2024	FIRST RESPONDER OUTFITTERS, INC	350.16	N
141765	03/19/2024	FIRST WIRELESS INC	1,214.46	N
141766	03/19/2024	FITZGERALD SCHORR BARMETTLER	30,408.40	N
141767	03/19/2024	FOUNTAIN, BRUCE	355.50	N
141768	03/19/2024	GALE	111.71	N
141769	03/19/2024	GALLS LLC	191.38	N
141770	03/19/2024	GENUINE PARTS COMPANY-OMAHA	381.98	N
141771	03/19/2024	GREAT PLAINS UNIFORMS	1,600.00	N
141772	03/19/2024	HARM'S CONCRETE INC	264.51	N

User: KOLSON

DB: La Vista

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
141773	03/19/2024	HILTI, INC	31.50	N
141774	03/19/2024	HOBBY LOBBY STORES INC	13.74	N
141775	03/19/2024	HONEYMAN RENT-ALL #1	207.10	N
141776	03/19/2024	HOTSY EQUIPMENT COMPANY	12.12	N
141777	03/19/2024	INGRAM LIBRARY SERVICES LLC	1,372.54	N
141778	03/19/2024	KANOPY, INC.	160.00	N
141779	03/19/2024	KUSTOM SIGNALS INCORPORATED	3,411.25	N
141780	03/19/2024	LEAD INNOVATIONS	2,400.00	N
141781	03/19/2024	LEAGUE OF NEBRASKA MUNICIPALITIES	924.59	N
141782	03/19/2024	LIBRARY IDEAS LLC	9.00	N
141783	03/19/2024	LOWE'S CREDIT SERVICES	562.63	N
141784	03/19/2024	MATT FRIEND TRUCK EQUIPMENT	571.98	N
141785	03/19/2024	MENARDS-RALSTON	670.84	N
141786	03/19/2024	MICHELLE RONAN	123.60	N
141787	03/19/2024	MICROFILM IMAGING SYSTEMS, INC.	497.04	N
141788	03/19/2024	MIDWEST TAPE	294.91	N
141789	03/19/2024	MILLARD METAL SERVICES INC	320.00	N
141790	03/19/2024	NEBRASKA ARBORISTS ASSOCIATION	215.00	N
141791	03/19/2024	NEBRASKA LIBRARY COMMISSION	3,164.55	N
141792	03/19/2024	NEBRASKA STATE FIRE MARSHAL	324.00	N
141793	03/19/2024	NLA-NEBRASKA LIBRARY ASSN	210.00	N
141794	03/19/2024	NORM'S DOOR SERVICE	2,112.88	N
141795	03/19/2024	O'REILLY AUTO PARTS	2,882.10	N
141796	03/19/2024	OFFICE DEPOT INC	1,258.08	N
141798	03/19/2024	OMAHA TACTICAL LLC	476.00	N
141799	03/19/2024	OMAHA WORLD-HERALD	33.00	N
141800	03/19/2024	OMNI ENGINEERING	560.00	N
141801	03/19/2024	PAPILLION SANITATION	1,184.36	N
141802	03/19/2024	POMP'S TIRE SERVICE, INC	440.96	N
141803	03/19/2024	POWER SYSTEMS AHS, LLC	1,012.10	N
141804	03/19/2024	REACH SPORTS MARKETING GROUP, INC.	900.00	N
141805	03/19/2024	REDSHAW PAINT SUPPLY INC	19.62	N
141806	03/19/2024	SARPY COUNTY FISCAL ADMINSTRTN	17,361.19	N
141807	03/19/2024	SECURITY EQUIPMENT INC.	511.00	N
141808	03/19/2024	SHERWIN-WILLIAMS	255.95	N
141809	03/19/2024	SIGN IT	80.00	N
141810	03/19/2024	SOLBERG, CHRISTOPHER	590.00	N
141811	03/19/2024	SUBURBAN NEWSPAPERS INC	132.08	N
141812	03/19/2024	TARGET SOLUTIONS LEARNING LLC	5,153.40	N
141813	03/19/2024	TED'S MOWER SALES & SERVICE INC	890.51	N
141814	03/19/2024	THE SCHEMMER ASSOCIATES INC	890.00	N
141815	03/19/2024	THEATRICAL MEDIA SERVICES INC	225.00	N
141816	03/19/2024	THOMPSON DREESSEN & DORNER, INC.	595.00	N
141817	03/19/2024	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N
141818	03/19/2024	TURF TANK	45,000.00	N
141819	03/19/2024	UNITE PRIVATE NETWORKS LLC	4,950.00	N
141820	03/19/2024	VERIZON CONNECT FLEET USA	608.00	N



ACCOUNTS PAYABLE CHECK REGISTER  
COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
141821	03/19/2024	VERIZON WIRELESS	365.83	N
141822	03/19/2024	VOIANCE LANGUAGE SERVICES, LLC	25.00	N
141823	03/19/2024	WALMART COMMUNITY BRC	486.16	N
141824	03/19/2024	WOODHOUSE FORD-BLAIR	3,899.30	N
98	CHECKS PRINTED	TOTAL CLAIM AMOUNT:	\$341,964.21	0

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 03/19/2024

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MARCH 19, 2024 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – FINANCIAL SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	WENDY LOWERY HUMAN RESOURCES DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve a Professional Services Agreement with D.A. Davidson & Co. for financial services and provide the City Administrator or designee authority to negotiate a contract with D.A. Davidson in an amount not to exceed \$29,000.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for financial services.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Through the completion of our retirement benchmarking process, we were able to work with our current provider, Mission Square, to negotiate alternative pricing options. A move to an open architecture design would allow us to offer our employees many more investment options and lower fees. While this would necessitate an advisor to manage the funds instead of Mission Square, we believe it would be in the best interest of our employees. The third-party advisor would work closely with our internal retirement team and regularly benchmark our vendors to ensure they remain competitive.

After interviewing three highly skilled and knowledgeable advisory firms, staff is recommending the selection of D.A. Davidson to represent the city as a 338 fiduciary for our retirement plan. D.A. Davidson has a current relationship with the city and offers the most competitive pricing.

Here are the pricing options for the three finalists:

Quality Plan Advisors: .13% (roughly \$37,700 with current plan assets)

HUB International: .15% (roughly \$43,500 with current plan assets)

D.A. Davidson: flat fee of \$29,000

**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 D.A. DAVIDSON & CO. FOR FINANCIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$29,000.00.

WHEREAS, the Mayor and City Council have determined said financial services are necessary; and

WHEREAS, the FY23/FY24 Biennial Budget includes funding for financial services; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with D.A. Davidson & Co. for financial services in an amount not to exceed \$29,000.00.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2024.

CITY OF LA VISTA

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

ATTEST:

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

This INVESTMENT ADVISORY SERVICES AGREEMENT is entered into on March 7 2024, by and between D.A. Davidson & Co. ("Advisor") and The City of La Vista (Nebraska) ("Client") for the provision of those services specified on Appendix A for the Plan(s) (the "Plan") identified on the signature page.

Client and Advisor (the "Parties") hereby agree as follows:

1. Disclosures. Before this Agreement was entered into, Advisor provided to Client Advisor's Form ADV, Part 2.
2. Services. Advisor agrees to provide the Services specified in Appendix A; provided that Client acknowledges that Advisor has no responsibility whatsoever to provide any Services or liability with respect to assets not held in the Plans' trust or custodial account, employer securities, real estate (but not including mutual funds that invest in real estate securities or publicly traded REITs), participant loans, non-publicly traded securities (other than collective trusts and similar vehicles), other hard to value securities or assets, or any other assets specified as excluded on Appendix A; and provided further that all such "excluded assets" shall be disregarded in determining the Fees payable to Advisor under Section 3.
3. Fees. In consideration for the Services provided under this Agreement, Client shall pay or cause to be paid to Advisor the fees shown for such Services on the Fee Schedule attached as Appendix B, and applying the payment method and payment frequency specified in Appendix B (the "Fee Schedule").
4. Limitations on Functions. In performing any and all Services under this Agreement: Advisor does not act as, nor has Advisor agreed to assume the duties of, a trustee of the Plan; Advisor has no discretion to interpret the Plan documents, or to take any other action with respect to the management, administration or any other aspect of the Plan; and Advisor shall not, and cannot, provide legal or tax advice to Client or the Plan. Client acknowledges that Advisor has no authority to direct the disbursement of funds from the Plan. Advisor shall have no obligation or authority to vote proxies on any of the investments held by the Plan, or to offer advice as to the voting of proxies.
5. Non-Exclusivity. Client understands that Advisor and its affiliates perform among other things, investment banking, research, brokerage, and investment advisory services for other clients. Client recognizes that Advisor, or any of its affiliates, may give advice and take action in the performance of its duties to such other clients (including those who may have similar retirement plan arrangements as Client) which may differ from advice given, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall be deemed to impose on Advisor, or any of its affiliates or personnel, any obligation to advise Client with respect to the Plan, including the Services provided by Advisor under this Agreement, or any of its affiliates or personnel, in the same manner as it may advise any of its other clients. Client also acknowledges that Advisor and its affiliates or personnel may, by reason of its investment banking or such activities as described above, from time to time acquire confidential information. Client acknowledges and agrees that Advisor is unable to divulge to Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.
6. Representations of Client. Client represents and warrants as follows:
  - (a) The Plan is not subject to the Employee Retirement Income Security Act of 1974. The Plan is in compliance with all applicable requirements of the Internal Revenue Code of 1986, as amended.

(b) Client has the power and authority to designate and direct investments under the terms of the Plan and to enter into contractual arrangements with third parties to assist in the discharge of this authority. D.A. Davidson may at all times rely on the fact of such authorization without any duty to investigate into either the authenticity or extent thereof of such authorization; and the party or parties designated as authorized signatories constitute(s) all of the proper and necessary authorized signatories.

(c) Client acknowledges that federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Accordingly, when you open an account with us, we will ask for your name, address, and other information that will allow us to identify you and your authorized persons. We may also request to see additional documentation, which could include information relating to the persons authorized to transact business in this Account.

(d) The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the Client's and the Plan's governing instruments and/or applicable laws. If Client's trade or business is incorporated, Client represents that the execution of the Agreement has been duly authorized by appropriate corporate action and agrees to provide such supporting documentation as may be reasonably required by Advisor. This Agreement is a valid and binding obligation of Client.

(e) Upon request, Client shall deliver to Advisor true and accurate copies of the governing Plan documents including without limitation any and all amendments thereto.

(f) Client acknowledges receipt of Advisor's investment advisory services disclosure document (Form ADV, Part 2). Client undertakes to review and consider the contents of the disclosure document, in particular, the provisions relating to compensation, interests in transactions and potential conflicts of interest, as well as the remainder of the disclosure document which contains information concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

(g) All information provided to Advisor by Client or other service providers to the Plan (whether provided orally or in writing) that is necessary for Advisor to carry out its duties hereunder that is provided by Client, Client's representatives or Client's other service providers, is and shall be true, correct and complete in all material respects. To the fullest extent permissible under applicable law, Advisor may rely on all such information without independent verification. Client shall promptly notify Advisor in writing of any material change in the information provided to Advisor and promptly provide any such additional information as may be reasonably requested by Advisor.

(h) Client acknowledges that investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable; and further that Adviser does not and cannot guarantee financial results.

7. Representations of Advisor. Advisor represents as follows:

(a) It is registered as an investment adviser with the Securities and Exchange Commission, under the Investment Advisers Act of 1940.

(b) It has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement. This Agreement constitutes a valid and binding agreement of Advisor.

(c) Advisor will receive the compensation disclosed in Appendix B only.

8. Confidentiality. All information and advice furnished by either Party to this Agreement to the other, including its representatives, agents and employees, shall be treated as confidential, shall not be used for any purpose other than as contemplated by this Agreement and shall not be disclosed to any third party except as agreed upon in writing, as required by law or as required in order for Advisor to perform the Services hereunder. Notwithstanding the above, by signing this Agreement, Client authorizes Advisor to give a copy of this Agreement to the Plan's custodian and/or recordkeeper. In addition, Client grants Advisor authority to discuss, disclose, and provide confidential Client information to outside attorneys, auditors, consultants and any other professionals retained by Advisor to assist it in the performance of the Services. Client also acknowledges that Advisor may, by reason of its other activities as described in Section 5 above, from time to time acquire confidential information from third parties. Client acknowledges and agrees that Advisor is unable to divulge to the Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

9. Standard of Care. Except as provided otherwise in Appendix B or the Investment Advisers Act of 1940, only an act of intentional misconduct or gross negligence shall constitute a violation of the standard of care, as to the Services provided by Advisor. In no event shall Advisor be liable for any indirect, special, consequential or exemplary damage with respect to the Services hereunder. Notwithstanding the above, nothing in this Agreement shall be construed in such a way as to be in violation of federal or state securities laws, or as a waiver of any rights that the client and/or Plan may have under securities laws which, by law, cannot be waived.

10. Termination. Either Party may terminate this Agreement upon 60 days (or such other period as the Parties may agree upon) written notice to the other Party. Upon the effective date of such termination, Advisor shall no longer be obligated to provide Services under the Agreement, provided that Advisor shall be entitled to receive pro-rated payment in full for its Services provided prior to termination, as described in Appendix B. Such termination will not, however, affect the liabilities or obligations of the Parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of Sections 9 and 11) shall survive any expiration or termination of this Agreement.

11. Arbitration Agreement. To the extent permissible under applicable law, all controversies between Client and Advisor or its affiliates, including any of Advisor's present or former officers, directors, agents or employees, which may arise out of or relate to any of the Services provided by Advisor under this Agreement, or the construction, performance or breach of this or any other agreement between Advisor or an affiliate and Client, whether entered into prior to, on or subsequent to the date hereof, shall be settled by arbitration in Great Falls, Montana, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction. In this connection, Client acknowledges that:

(a) Arbitration is final and binding on the Parties.

(b) The Parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.

(c) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.

(d) The arbitration award is not required to include factual findings or legal reasoning and any Party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

(e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

12. General Provisions.

(a) This Agreement is not assignable by either Party without the prior written consent of the other Party.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, survivors, administrators and assigns.

(c) Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier service, or (iv) sent via electronic mail and confirmed in writing to:

If to Advisor:

D.A. Davidson & Co.  
8 Third Street North  
Great Falls, Montana 59401

If to Client: to the address set out on the signature page

or such other address or electronic mail as either Party shall have designated by notice in writing to the other. All notices shall be deemed to have been given or made when delivered by hand or courier, or when sent by electronic mail, or if mailed, on the third business day after being so mailed.

(d) If any one or more of the provisions of this Agreement (other than the provisions of Section 8) shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

(e) All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.

(f) This Agreement constitutes and contains the entire understanding between the Parties and supersedes all prior oral or written statements dealing with the subject matter herein.

(g) Except to the extent preempted, the laws of the State of Montana shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof. All disputes, actions or controversies arising out of or related to this Agreement or any relationship created hereby between the Parties shall be settled by binding arbitration in accordance with Section 11, where permitted, in Great Falls, Montana.

(h) This Agreement may be modified by a written agreement signed by the Parties. This Agreement may also be modified, including without limitation the services to be provided by Advisor or the fees charged by Advisor, in the manner set forth herein.

Advisor may propose to increase or otherwise change the fees charged, to change the services provided or otherwise modify this Agreement by giving Client reasonable advance notice of the proposed change. The notice shall be given in the manner described in this Agreement. The notice will (1) explain the proposed modification of the fees, services or other provisions; (2) fully disclose any resulting changes in the fees to be charged as a result of any proposed change in the services or other changes to this Agreement; (3) identify the effective date of the change; (4) explain Client's right to reject the change or terminate this Agreement; and (5) state that pursuant to the provisions of this Agreement, if Client fails to object to the proposed change(s) before the date on which the change(s) become



effective Client will be deemed to have consented to the proposed change(s).

If Client objects to any change to this Agreement proposed by Advisor, Advisor shall not be authorized to make the proposed change. In that event Client shall have an additional 60 days from the proposed effective date (or such additional time beyond 60 days as may be agreed by Adviser) to locate a service provider in place and instead of Advisor. If at the end of such additional 60 day period (or such additional time period as agreed by Advisor), the Parties have not reached Agreement on the proposed changes, this Agreement shall automatically terminate.

(i) The Parties acknowledge that the Services and information related to the Plan are provided through electronic means. Client represents that it has provided to Advisor a valid electronic mail address ("E-Mail Address") and consented to having communication between Client and Advisor sent to that E-Mail Address ("Advisor Communications"), and Client represents to Advisor that its E-Mail Address allows it to read and print Advisor Communications. Client agrees that such electronic delivery shall be deemed by Advisor as effective delivery to Client whether or not Client accesses or reviews the Advisor Communications. To receive electronic delivery of Advisor Communications, Client represents to Advisor that it has a computer with Internet access and an E-Mail Address. Client also represents to Advisor that it can download and save or download and print Advisor Communications so as to retain the Advisor Communication for its records. Client may withdraw or revoke its consent to receiving Advisor Communications electronically at any time by notifying Advisor. However, by doing so, Client understands that it may affect its ability to use the Services.

[signatures appear on next page]

The Parties have caused this Agreement (which includes a binding arbitration provision as set forth in Section 11) to be executed by their duly authorized representatives as of the date set forth above.

The City of La Vista (Nebraska)

**D.A. Davidson & Co.**

8116 Park View Blvd.

450 Regency Pkwy, Ste. 400

La Vista, NE 68128

Omaha, NE 68114

**Plan Name:** City of La Vista (Seven Total Plans) Four: City of La Vista 401(a) Plans

Three: City of La Vista 457 Plans

By: \_\_\_\_\_

By: \_\_\_\_\_

Hon. Douglas Kindig

Jeff Ziemba, AIF®, CPFA, CRPS®

Responsible Plan Fiduciary

Financial Advisor

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

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

By: \_\_\_\_\_

D.A. Davidson Authorized Signer

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

## APPENDIX A SERVICES

Advisor shall perform all services evidenced by the mark next to the item:

Services	Description
<input checked="" type="checkbox"/> Vendor Searches	Assist in performing a vendor (recordkeeper/investment platform) search including the preparation, distribution and evaluation of request for proposals, as well as assistance in conduction finalist interviews and conversion support (if Client converts to another vendor) . Client shall have the ultimate responsibility and authority to select the vendor for the Plan.
<input checked="" type="checkbox"/> Plan Reporting	Prepare <u>quarterly</u> reports to monitor the independent investment managers' performance relative to the Plan's written investment policy.  <i>(Additional reports requested outside of the agreed upon schedule may be subject to an additional fee)</i>
<input checked="" type="checkbox"/> Plan Meetings	Conduct <u>quarterly</u> meetings to review the Plan with the Plan investment committee.  <i>(Additional meetings requested outside of the agreed upon schedule may be subject to an additional fee)</i>
<input checked="" type="checkbox"/> Investment Policy	Assist in the development of a written investment policy or review the existing investment policy, which establishes the specific standards and processes for investments of the Plan.
<input type="checkbox"/> Investment Advice (Non-discretionary)*  * For the avoidance of doubt, the advice provided shall be limited to those investment alternatives available on the Plan platform or similar arrangement selected by the Client.	Provide non-discretionary investment advice to Client with respect to the selection, removal and replacement of investments for Client under the Plan in accordance with the Plan's investment policies (if any) and Client's objectives, other than excluded assets.  Make recommendations regarding the removal and replacement of designated investment alternatives available under the terms of the Plan, other than excluded assets
<input checked="" type="checkbox"/> Discretionary Investment Advice (Investment Management)**  ** For the avoidance of doubt, the investment management services provided shall be limited to those investment alternatives available on the Plan platform or similar arrangement selected by the Client. If this service is selected, one of the first three (3) payment methods in Appendix B must be selected.	Select, on a discretionary basis, the investments for Client under the Plan in accordance with the Plan's investment policies (if any) and Client's objectives, other than excluded assets.  Remove and replace, on a discretionary basis, designated investment alternatives available under the terms of the Plan, other than excluded assets
<b>Other Excluded Assets:</b> <u>Additional Services: 1) Will assist Client with establishment of Plan procedures.</u> <u>2) Provide education meetings to Plan participants.</u>	

**APPENDIX B  
FEE SCHEDULE**

***Asset-based fees are calculated with reference to "basis points" (or "bps"). One (1) bps is equal to 0.01% of plan assets. For example, 10bps is equal to .10% of plan assets.***

**The Advisor's fees under this Agreement shall be \$29,000/annually or \$7,250/quarterly - total for all 7 plans.**

**In all cases the fees payable to Advisor shall be limited to the level dollar or asset-based fee described above, and in no case shall the amount of the Advisor's fees be influenced by the investment advice (whether non-discretionary or discretionary) provided by the Advisor under this Agreement.**

     **1. Bill to Client.** Fees will be billed to Client and are due and payable within a reasonable period following receipt of the invoice. If not paid within 90 days, then Advisor will stop work.

     **2. Direct Payment from Plan/Account Assets (Other than Revenue Sharing/Expense Account).** Such fees are due and payable within a reasonable period after the date of Advisor's invoice to Client, with a copy to the custodian of the Plan's assets. Client hereby authorizes the custodian to pay such fees out of the Plan assets unless Client provides written objection to Advisor's invoice within 15 days after receipt. If the Advisor provides investment advice (whether non-discretionary or discretionary) with respect to one or more self-directed brokerage accounts of Client, Client hereby authorizes the direct payment of fees attributable to such services from the affected brokerage accounts according to the same timing rules set forth in the previous sentence.

☒ **3. Direct Payment from Plan Assets – Revenue Sharing/Expense Account.** Fees will be paid from an account maintained by the Plan's custodian/recordkeeper. The custodian/recordkeeper collects all third party indirect payments (e.g., 12b-1 fees, revenue sharing payments, etc.) and holds them in a compensation account that is used to pay the fees of other service providers, including those of Advisor. The Plan custodian/recordkeeper will provide Client with a breakdown showing the service providers paid from this account and the amounts being paid, plus an annual reconciliation of the total payments. Advisor shall have no responsibility to ensure that Client receives such notice. To the extent that the account does not hold sufficient assets to pay Advisor's fee, Plan assets will be debited.

     **4. Indirect Payment from Plan Vendor.** Pursuant to an arrangement with the Plan's third-party vendor, \_\_\_\_\_, it is intended that the Advisor will be compensated for all its services under this Agreement through 12b-1 fees generated by the Plan's mutual fund investments; provided that the arrangement provides that the Advisor shall receive the same level of 12b-1 fees with respect to all investment alternatives available to the Plan under the vendor's platform, which correspond to the asset-based fee set forth above in this Appendix B (any excess over such fee shall be paid to or otherwise credited to the Plan).

If this (fourth) option is selected:

- (i) for the avoidance of doubt, the Plan shall at all times remain responsible for paying Advisor's fees, provided that the Parties intend that these contractual fee obligations shall be offset (reduced) on a dollar-for-dollar basis by the 12-b1 fee revenue, with any excess paid or credited to the Pla; and
- (ii) for the further avoidance of doubt, no provision under "Payment Frequency, Etc." below shall be construed as prohibiting the calculation of the Advisor's fee on a daily asset basis by the Plan's third-party vendor.

**Payment Frequency, Etc.**

The Advisor's fees shall be invoiced or otherwise paid as described above, according to the following frequency, and either in advance or in arrears, as selected and evidenced by the mark next to the selection:

\_\_\_\_\_ Monthly, In Advance

\_\_\_\_\_ Monthly, In Arrears.

\_\_\_\_\_ Quarterly, In Advance

\_\_\_\_\_ Quarterly, In Arrears

\_\_\_\_\_ Annually, In Advance

\_\_\_\_\_ Annually, In Arrears

If any of the fees paid to Advisor are shown above as a percentage of assets, such fees shall be based on the value of the Plan's assets as of the last business day of (i) the preceding calendar month/quarter if payable monthly/quarterly in advance; (ii) the applicable calendar month/quarter if payable monthly/quarterly in arrears; (iii) the preceding calendar year if payable if payable annually in advance; or (iv) the applicable calendar year if payable annually in arrears, in each case as determined by the custodian. The fees for a partial period shall be prorated based on the number of days in the month, quarter or year (as applicable) during which Advisor provided Services hereunder, and in the case of fees payable in advance, any previously paid but unearned fees (as to the portion of a period after Advisor ceases to provide Services) shall be refunded to the Plan in full.

**No fees or other compensation under this Agreement shall be paid among the Advisor and any affiliate or subcontractor that is set on a transaction basis or is charged against the Plan's investments. In addition, Advisor shall receive no special compensation if this Agreement should be terminated, other than its normal fees (see above) prorated through the effective date of termination.**

**Ver. May 23**

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR CHARRED SOUTHPORT, LLC DBA CHARRED BURGER & BAR IN LA VISTA, NEBRASKA.

WHEREAS, Charred Southport, LLC dba Charred Burger & Bar, 12434 Southport Parkway, 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 Commission approval of a Class C Liquor License submitted by Charred Southport, LLC dba Charred Burger & Bar, 12434 Southport Parkway, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2024.

CITY OF LA VISTA

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

ATTEST:

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



## LA VISTA POLICE DEPARTMENT INTER-DEPARTMENT MEMO

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**TO:** Pam Buethe, City Clerk

**FROM:** Acting Chief Captain D. J. Barcal

**DATE:** March 11, 2024

**RE:** Local Background Check– Charred Burger + Bar

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The La Vista Police Department has reviewed the Nebraska Liquor Control Commission Documents completed by the applicant and conducted a check of local records relating to the Manager Application for the Charred Burger + Bar located at 12434 Southport Parkway for Jason Kuhr. No criminal record was located.

As with all Nebraska Retail Liquor Licenses, I am asking the applicant strictly conform to Nebraska Liquor Commission rules and regulations under Section 53-131.01, Nebraska Liquor Control Act.

# APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: C

License Number:

**126266**

**RECEIVED**

JAN 31 2024

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

Office Use Only

NEW ☒ REPLACING \_\_\_\_\_

TOP Yes ☐ No ☒

Hot List Yes ☐ No ☒

Initial: HA

## PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Charred Southport LLC

TRADE (DBA) NAME Charred Burger + Bar

PREVIOUS TRADE (DBA) NAME \_\_\_\_\_

CONTACT NAME AND PHONE NUMBER Jason Kuhr - 402-730-0858

CONTACT EMAIL ADDRESS jason@ambrosiarestaurantgroup.com

Office use only

PAYMENT TYPE CK 1004

AMOUNT \$400.-

RCPT 170532

RECEIVED: 2-1-24

DATE DEPOSITED 2-1-24

Huy



2400001728

FORM 100  
REV 12/7/2022  
PAGE 1



# DIRECTIONS

Each item must be included with your application

- ✓ 1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103) ✓
  - ✓ Limited Liability Company (LLC) (Form 102 & Form 103) ✓Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
- ✓ 3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See Applicant Guidelines for further assistance
- ✓ 4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
- ✗ If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
- ✗ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
- ✓ 7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
- ✓ 8. Submit a copy of your business plan.

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)

**CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31**

**ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30**

☐ A BEER, ON SALE ONLY

☐ B BEER, OFF SALE ONLY\*\*

☒ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES ☐ NO ☒

☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*

☐ F BOTTLE CLUB,

☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES ☐ NO ☒

☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120

☐ AB BEER, ON AND OFF SALE

☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE

☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

☐ Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license

☐ Class G Growler endorsement (Submit Form 165) – Class C licenses only

\*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES ☐ NO ☐

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE  
LICENSE IS ISSUED**

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

☐ Individual License (requires insert FORM 104)

☐ Partnership License (requires insert FORM 105)

☐ Corporate License (requires FORM 101 & FORM 103)

☒ Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**

Name N/A Phone Number \_\_\_\_\_

Firm Name \_\_\_\_\_

Email address \_\_\_\_\_

Should we contact you with any questions on the application? YES \_\_\_\_\_ NO \_\_\_\_\_

## PREMISES INFORMATION

Trade Name (doing business as) Charred Burger + Bar  
Street Address 12434 Southport Parkway Pkwy  
City La Vista County Douglas - 01 Zip Code 68128-2393  
Premises Telephone number do not have yet  
Business e-mail address southport@charredburgers.com  
Is this location inside the city/village corporate limits YES X NO       

## MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name Charred Southport LLC  
Street Address 2800 S 110th Court Ct.  
City Omaha State NE Zip Code 68144-4818

## DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED  
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS  
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)  
INDICATE THE DIRECTION OF NORTH

Building length 54 x width 58 in feet

Is there a basement? Yes        No X

If yes, length 36 x width        in feet

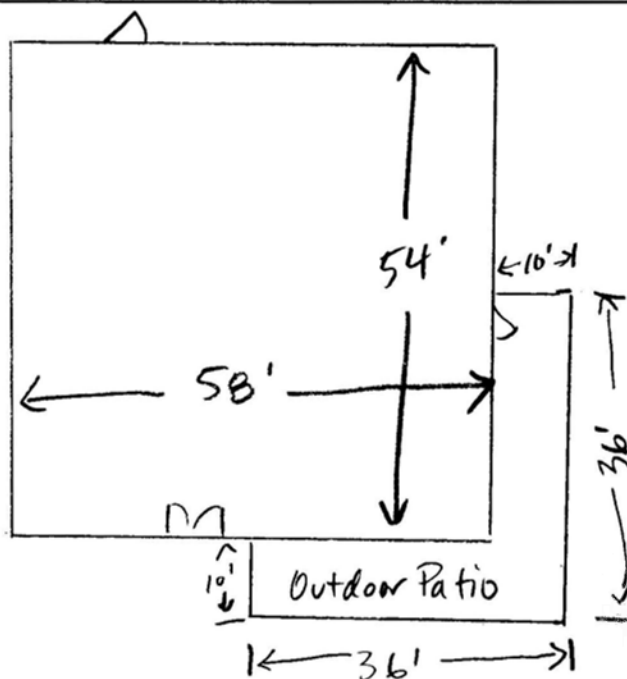
Is there an outdoor area? Yes X No       

If yes, length 72 x width 10 in feet+

\*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

## PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



One story Building  
approx 54 x 58 with L-Shaped  
Outdoor area approx 10 x 36

## APPLICANT INFORMATION

### 1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

**Include traffic violations.** Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
See Attached				

### 2. Was this premise licensed as liquor licensed business within the last two (2) years?

☐ YES ☒ NO

If yes, provide business name and license number \_\_\_\_\_

### 3. Are you buying the business of a current retail liquor license?

☐ YES ☒ NO

If yes, give name of business and liquor license number \_\_\_\_\_

### 4. Are you filing a temporary operating permit (TOP) to operate during the application process?

☐ YES ☒ NO

If yes

#### a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement \_\_\_\_\_

b) Include a list of alcohol being purchased, list the name brand, container size and how many \_\_\_\_\_

c) Submit a list of the furniture, fixtures and equipment \_\_\_\_\_

#1

Applicant	Date of Conviction	Where Convicted	Description of Charge
Jason Kuhr	2010?	Otoe County, Nebraska	Open Container
Jason Kuhr	2006	Lincoln, NE	Over Capacity
Jason Kuhr	2005	Lincoln, NE	Over Capacity
Jason Kuhr	1998	Lancaster County, NE	Speeding
Jason Kuhr	1997	Lincoln, NE	Speeding

Name of Applicant	Date of Conviction	Where Convicted	Decription of Charge	Disposition
Tyler Mohr	2003	Kansas	Speeding Ticket	Guilty
Tyler Mohr	Jul-12	Lancaster County, NE	DUI	Guilty

#1

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

\_\_\_\_\_ YES ☒ NO

If yes, list the lender(s) \_\_\_\_\_

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

\_\_\_\_\_ YES ☒ NO

If yes, explain. (all involved persons must be disclosed on application)

---

**No silent partners** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

\_\_\_\_\_ YES ☒ NO

If yes, list such item(s) and the owner. \_\_\_\_\_

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

\_\_\_\_\_ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

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9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

\_\_\_\_\_ YES ☒ NO

---

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

**a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.**

**First Interstate Bank - Jason Kuhr, Tyler Mohr**

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11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

**See attached**

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#11

## Current Licenses

Legal Name	License #	Location
Charred SP LLC	124096	Lincoln, NE
O&HSP LLC	123933	Lincoln, NE
Travis Thoms LLC	119830	Papillion, NE
KATT Enterprises LLC	121318	Omaha, NE
JTK LLC	84673	Lincoln, NE
O&H OPP LLC	125458	Omaha, NE

## Past Licenses

Legal Name	License #	Location	Reason terminated
Kuhr Mohr LLC	?	Lincoln, NE	Sold Business in 2011
Kuhr Mohr Restaurants LLC	?	Omaha, NE	Sold Business in 2017



12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Jason Kuhr	01/2024	Sure Sell

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
See attached		

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

**Documents must be in the name of applicant as owner or lessee**

X Lease expiration date 12/31/2033  
 \_\_\_\_\_ Deed  
 \_\_\_\_\_ Purchase Agreement

14. When do you intend to open for business? April 2024

15. What will be the main nature of business? Full service restaurant

16. What are the anticipated hours of operation? 11:00 am - 9:00 pm Sunday-Thursday, 11:00 am - 10:00 pm Friday-Saturday

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR FROM TO		SPOUSE CITY & STATE	YEAR FROM TO	
Jason Kuhr - Omaha, NE	2013	Present	Abbigail Kuhr - Omaha, NE	2013	Present
Tyler Mohr - Lincoln, NE	1985	Present	N/A		

If necessary, attach a separate sheet

#13

## Experience

Name	Title	Restaurant Name	Location	Date Opened
Jason Kuhr	Owner	Ollie & Hobbes	Lincoln, NE	2020
Jason Kuhr	Owner	Ollie & Hobbes	Papillion, NE	2016
Jason Kuhr	Owner	Ollie & Hobbes	Omaha, NE	2023
Jason Kuhr	Owner	Charred Burger + Bar	Lincoln, NE	2021
Jason Kuhr	Owner	Charred Burger + Bar	Omaha, NE	2017
Jason Kuhr	Owner	JTK Cuisine & Cocktails	Lincoln, NE	2006

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

**SIGNATURE PAGE – PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

**Must be signed by all applicant(s) and spouse(s) owning more than 25%  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

  
\_\_\_\_\_  
Signature of **APPLICANT**  
**Jason Kuhr**  
\_\_\_\_\_  
Printed Name of **APPLICANT**

  
\_\_\_\_\_  
Signature of **SPOUSE**  
**Abbigail Kuhr**  
\_\_\_\_\_  
Printed Name of **SPOUSE**

  
\_\_\_\_\_  
Signature of **APPLICANT**  
**Tylor Mohr**  
\_\_\_\_\_  
Printed Name of **APPLICANT**

\_\_\_\_\_  
Signature of **SPOUSE**  
\_\_\_\_\_  
Printed Name of **SPOUSE**

## Nebraska Secretary of State

**CHARRED SOUTHPORT LLC**

Mon Feb 5 10:04:23 2024

**SOS Account Number**

2308305678

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

JASON KUHR

2800 S 110TH CT

OMAHA, NE 68144

**Designated Office Address**

2800 S 110TH CT

OMAHA, NE 68144

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Aug 14 2023

**Next Report Due Date**

Jan 01 2025

**Filed Documents**

Filed documents for CHARRED SOUTHPORT LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Aug 14 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Proof of Publication	Nov 07 2023	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

**Good Standing Documents**

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**Online Certificate of Good Standing with Electronic Validation****\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

# LIMITED LIABILITY COMPANY (LLC)

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_

RECEIVED

JAN 31 2024

NEBRASKA LIQUOR  
CONTROL COMMISSION

## INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

**Charred Southport LLC**

Name of Registered Agent: **Jason Kuhr**

LLC Address: **2800 S 110th Court**

City: **Omaha** State: **NE** Zip Code: **68144-4018**

LLC Phone Number: **402-730-0858** LLC Fax Number: **n/a**

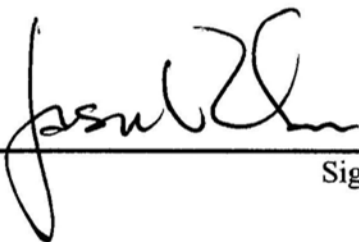
## Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: **Kuhr** First Name: **Jason** MI: **T**

Home Address: **2132 S 181st Circle** City: **Omaha**

State: **NE** Zip Code: **68130-2780** Home Phone Number: **402-730-0858**



Signature of Managing/Contact Member

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Kuhr First Name: Jason MI: T

Spouse Full Name (indicate N/A if single): Abbigail Kuhr \*spousal

Percentage of member ownership 31

Last Name: Mohr First Name: Tyler MI: T

Spouse Full Name (indicate N/A if single): n/a

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 31

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

☐ YES ☒ NO

If yes, Form 185 is required

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January 1 Ending Date: December 31

Is this a Non Profit Corporation?

☐ YES ☒ NO

If yes, provide the Federal ID #. \_\_\_\_\_

# Operating Agreement

## Charred Southport LLC

A Manager Managed LLC

### Article I

#### Company Formation

- 1.1 Formation.** The Members have formed a Limited Liability Company by filing a Certificate of Organization with the Nebraska Secretary of State under the Nebraska Uniform Limited Liability Company Act (the "Nebraska Act").
- 1.2 Name.** The name of the company shall be: Charred Southport, LLC (the "Company").
- 1.3 Business purpose.** Fast Casual Restaurant.
- 1.4 Registered agent.** The name and address for the registered agent of the Company shall be:  
Jason Kuhr  
2132 S 181<sup>st</sup> Circle  
Omaha, NE 68130
- 1.5 Term.** The Company shall continue for a perpetual period unless any one of the following events occurs:
- a) Members whose combined capital interests as described in Article 2.2 exceed 70% vote for dissolution; or
  - b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
  - c) The death, resignation, expulsion, bankruptcy, retirement or the occurrence of any other event the terminates the continued membership of a Member; or
  - d) Any other event causing the dissolution of the Company under the laws of the State of Nebraska.
- 1.6 Continuance of the Company.** Notwithstanding the provisions of Article 1.5, following an occurrence described in Article 1.5(c), if there is at least one remaining Member, the remaining Member(s) shall have the right to continue business of the Company. Such right can only be exercised by the vote of the remaining Member(s) holding at least seventy percent (70%) of the remaining capital interests in the Company.
- 1.7 Principal place of business.** The location of the principal place of business will be 12434 Southport Parkway La Vista, NE 68128, or such other address as the Members owning more than seventy percent (70%) of the capital interests designate.
- 1.8 The Members.** The name and address of each member (the "Member") is contained in Exhibit 2 attached to this agreement.
- 1.9 Voting.** Each Member will have one vote for each 1% of capital interest described in Exhibit 2, as revised from time to time.
- 1.10 Admission of additional members.** Except as expressly provided in this Agreement, no additional Members may be admitted to the Company through issuance by the Company of new capital interests in the Company, without prior unanimous written consent of the Members.

to receive specific property in satisfaction of a withdrawal or reduction of his or her capital account.

- 3.4 Mid-year transfers.** If a capital interest is transferred during a particular fiscal year of the Company in a transaction permitted by this Agreement, the net profits or net losses or distributions for such year shall be allocated between the transferor and the transferee as follows. If all or part of a capital interest of a Member is disposed of, such Member shall be entitled to a fraction of the profits and be charged with a fraction of the losses in respect to such interest for the fiscal year of the Company in which such disposition occurs. The numerator of such fraction shall be the number of days of such year the Member was a Member in respect of such interest, and the denominator of such fraction shall be the number of days of each year. Any predecessor or successor of such Member in respect of such interest shall share in profits and be charged with such losses on the same basis. A transfer will be considered to be completed for purposes of this section on the date the transaction in which the transfer occurs is closed. The determination of net profits and net losses will be made as of the end of the calendar quarter in which the transfer transaction is closed.
- 3.5 Income Tax Distributions.** Upon the affirmative vote of the owners of at least sixty-five percent (65%) of the capital interests, the Company will make pro rata distributions of money, based on capital interests, to assist the Members and economic interest owners in paying the federal and state income taxes on the income (net of any tax benefits produced for the Members and economic interest owners by the Company's losses, deductions, and credits) that passes through from the Company under the applicable provisions of the IRC. The total amount required to be distributed shall be determined based on the highest marginal federal and applicable state tax rates (without regard to exemptions or phase outs of lower tax rates, and presuming that the state income tax is deductible for federal income tax purposes). Without regard to any contrary provision in this section, if any Member (the "Requesting Member") informs the other Members that the Requesting Member cannot pay his, her or its income taxes without receiving an income tax distribution, the distribution described in this section will be made to all Members, but only if and to the extent that such distribution can be made without violating any provisions of the Nebraska Act that limit the amount of distributions the Company may make.
- 3.6 Personal Guaranties.** If one or more Members are required to sign a personal guaranty to permit or facilitate the Company to purchase or lease goods, services, real or personal property, or other indebtedness of any kind, and such Member (an "Excess Guarantor") is required to pay any amount under such guaranties that exceeds the Excess Guarantor's percentage of the capital interests of the Company, the Excess Guarantor shall have the right to obtain contribution or reimbursement from the other Members for the amount the Excess Guarantor pays under such guaranties that exceeds the Excess Guarantor's percentage of capital interests. Each Member will make contribution or reimbursement payments to the Excess Guarantor based on a fraction, the numerator of which is the Member's percentage of capital interests in the Company and the denominator of which is the sum of the percentages of the capital interests of all Members other than the Excess Guarantor.

possession regarding the Company or its activities. The exercise of the rights contained in Article 4.6 shall be at the expense of the requesting Member. The requesting Member agrees to maintaining the confidentiality of all information supplied by the Managers or obtained by the requesting Member from the inspection of books, records and materials described in this section, both during and after the time the Member is a member of the Company. The requesting Member will not disclose any of such confidential information to any third party. If a court or administrative agency seeks disclosure of any of this confidential information, the requesting Member will so notify the Managers and the Company will have the opportunity to seek such limitations or conditions on the disclosure of the confidential information as are agreed to by the court or administrative agency.

- 4.7 Indemnification.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative by reason that the fact that he or she is or was a Member of the Company, Manager, employee or agent of the Company, for expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine by the vote of the Members owning at least sixty-five percent (65%) of the outstanding capital interests that the person to be indemnified acted in the best interest of the Company, and with respect to any criminal actions proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order or plea or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided herein upon receipt of an undertaking by or on behalf of a Manager, Member, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Company as authorized in this section. The Company shall have the power to purchase and maintain insurance to cover all or part of the indemnity obligations described in this section.

- 4.8 Records.** The Managers shall cause the Company to keep at its principal place of business the following:

- a) A current list of the full name and address of each Member.
- b) An up-to-date minute book of the Company, which will include a copy of the Certificate of Organization and the Company's Operating Agreement, all exhibits and all amendments.
- c) Copies of the Company's federal, state and local tax returns and reports, if any, for the three most recent years.
- d) Copies of monthly and financial statements of the Company for the three most recent years.

## Article VII

### **Transfers**

- 7.1 Voluntary Transfer.** The term "Transfer" as used in this Agreement, will include a sale, gift, devise or other transfer of ownership of any kind. Unless the context requires otherwise, the provisions in this Article VII related to Transfers will apply to both capital interests and economic interests in the Company. In the absence of the unanimous written consent of the owners of all capital interests, in the event the owner of a capital interest or economic interest ("Transferor") desires to Transfer all or part of the owner's interest in the Company, the Transferor shall communicate such intention in writing to all Members stating in detail the name of the person to whom the Transfer is proposed, the purchase price proposed for the Transfer, the terms of payment, and shall attach to that notice the written offer of the prospective transferee to acquire the interest. Within thirty (30) days after the date of such notice, the Company may purchase, at its option, all or any part of the Transferor's interest on the terms and conditions set forth in the written offer; and if the Company elects not to purchase all of such interest, then the Members at that time may purchase, at their option, all, but not less than all, of such interests that the Company elects not to purchase on the same terms and conditions within ninety (90) days of such notice from the Transferor. If the Members, or any of them, accept the offer, the interests to be purchased shall be allocated equally among those Members who elect to purchase, unless the Members agree to a different allocation of the interests to be purchased by each Member. If, after the lapse of ninety (90) days from the date of the notice, neither the Company, nor any of the other Members have communicated their desire to acquire in the aggregate all of the interest proposed to be transferred, then the Transferor may consummate the proposed Transfer provided, however, if such Transfer is not consummated on the terms and conditions set forth in the written offer within ninety (90) days after the lapse of the Company's option to purchase, no such Transfer shall be permitted without again offering the interest to the Company and/or the other Members in the foregoing manner.
- 7.2 Transfer upon Death.** Except as otherwise provided in this Article 7.2, In the event of a Transfer to the personal representatives, devisees or trust beneficiaries of a Member by reason of his or her death, the transferee shall offer such interests to the Company within ninety (90) days of the death of the Member, at the total value of such interests based upon the fair market value of the Company, determined as provided in Article 7.6 of this Agreement. The Company shall have thirty (30) days after receiving written notice of the offer within which to accept the offer. If the Company elects not to purchase all of such interest, it shall inform the remaining Members and the remaining Members at that time may purchase, at their option, all of such capital interests on the same terms and conditions within sixty (60) days after receipt by the Company of the offer to sell. If the other Members, or any of them, accept the offer, the interests to be purchased shall be allocated equally among those Members who elect to purchase, unless the Members agree to a different allocation of the interests to be purchased by each Member. Without regard to any contrary provision in this section, if Jason Kuhr's interests transfer to his surviving spouse upon his death, Tyler Mohr's interests transfer to Ashley Fargo upon his death, each transferee identified in this sentence will be referred to herein as a "Permitted Transferee." A Permitted Transferee will not be required to offer for sale, as provided in this section, the interests in the Company received by the Permitted Transferee. Instead the Permitted Transferee may offer such interests to the Company within ninety (90) days of the death of the Member, at the total value

(b) Once the fair market value of the Company is determined pursuant to the prior paragraph, the Company shall multiply the fair market value of the Company as so determined by a fraction the numerator of which is the percentage of capital interests of the Company owned by the selling Member as of the determination date and the denominator of which is one hundred percent (100%) including for this purpose all outstanding capital interests and economic interests in the Company. The product so determined, without any further reduction or discount of any kind, including without limitation, discount for lack of control or lack of marketability, will be the fair market value of the capital interest being sold.

(c) Without regard to any contrary provision in this Article 7.6, the Members may adjust the fair market value of the Company on a date other than at the annual meeting if a significant event affecting the Company occurs and the Members holding sixty-five percent (65%) or more of the outstanding capital interests in the Company determine that the fair market value of the Company should be adjusted and agree upon an adjusted fair market value. In doing so the Members will follow the procedure described in this section, but will determine the book value of the Company as of the end of the most recent month for which the Company has financial statements. Any adjustment to the fair market value made under this paragraph will remain in effect until the next annual meeting of the Company.

**7.7 Rights of Members in the Event of a Sale.** Anything in this Agreement to the contrary notwithstanding, but subject nevertheless to the first right of refusal set forth in this Agreement, the Members agree that in the event one or more Members intend to directly or indirectly sell capital interests that represent fifty percent (50%) or more of the voting rights in the Company (such Members being referred to herein as the "Selling Group of Members") to any person, firm or entity, all of the Members will be permitted to participate in such sale on the same terms and conditions which the Selling Group of Members intends in good faith to accept from an intended purchaser. If any Selling Group of Members receives an offer which they intend to accept, the Selling Group of Members shall give the remaining Members a written notice of their interest to sell that includes a true, correct and complete copy of the offer and the name and address of the person who the Selling Group of Members have designated as their representative. In such event, the remaining Members shall have thirty (30) days following the date on which they receive the Selling Group of Members' notice in which to elect either to (i) purchase the capital interests then owned by the Selling Group of Members who have joined in the proposal to sell control at the price and on the terms set forth in the offer; (ii) do nothing; or (iii) participate in the sale on the same terms and conditions as are set forth in the offer. This election shall be made, if at all, within such thirty (30) day period by delivery of a written notice of such election to the person designated as the Selling Group of Members' representative. If any member who is not a member of the Selling Group of Members elects to participate in the sale, the sale shall proceed on the condition that the intended purchaser buy all of the capital interests of each such electing Member on the same terms and conditions as are set forth in the offer, provided only that any consideration that is proposed to be paid to any of the Selling Group Members in the form of non-compete, confidentiality, employment, or consulting agreements or other similar arrangements shall be divided pro-rata among all of the selling Members based on the ratio which the capital interests that each such Member is selling bears to the aggregate number of capital interests to be transferred in connection with the proposed sale.



**IN WITNESS WHEREOF**, this Operating Agreement is executed on this \_\_\_\_ day of August 2023.

\_\_\_\_\_  
Jason Kuhr, Member

\_\_\_\_\_  
Tyler Mohr, Member

\_\_\_\_\_  
Lawrence Adams, Member

\_\_\_\_\_  
Chad Adams, Member

\_\_\_\_\_  
Dan Adams, Member

\_\_\_\_\_  
Dave Adams, Member

## Exhibit 1

### Charred Southport LLC Agreement for Managers

#### Listing of Managers

By the affirmative vote of the owners of at least 65% of the capital interests of the company, the following Managers were elected to operate the Company pursuant to Article IV of the Operating Agreement:

Chief Executive Manager:

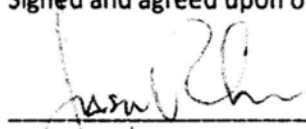

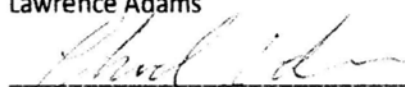
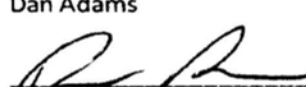
Jason Kuhr  
2132 S 181<sup>st</sup> Circle  
Omaha, NE 68130

Manager:

Tyler Mohr  
3600 Prescott Ave  
Lincoln, NE 68506

The above listed Managers will serve in their capacities until they are removed for any reason by a vote of the Members as described Article IV or upon their voluntary resignation.

Signed and agreed upon on August \_\_, 2023.

  
\_\_\_\_\_  
Jason Kuhr  
\_\_\_\_\_  
Tyler Mohr  
\_\_\_\_\_  
Lawrence Adams  
\_\_\_\_\_  
Chad Adams  
\_\_\_\_\_  
Dan Adams  
\_\_\_\_\_  
Dave Adams

## Exhibit 2

### Charred Southport LLC

#### Listing of Members

As of August \_\_\_\_\_, 2023 the following is a list of Members of the Company:

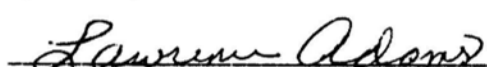
Jason Kuhr	Percent Owned: 31.11%
Tyler Mohr	Percent Owned: 31.11%
Lawrence Adams	Percent Owned: 15.11%
Chad Adams	Percent Owned: 7.55%
Dave Adams	Percent Owned: 7.55%
Dan Adams	Percent Owned: 7.55%

Authorized by Members to provide Member Listing as of August \_\_\_\_\_, 2023.

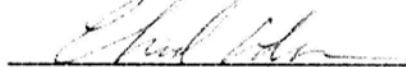
Jason Kuhr, Member



Tyler Mohr, Member



Lawrence Adams, Member



Chad Adams, Member



Dan Adams, Member



Dave Adams, Member

### Exhibit 3

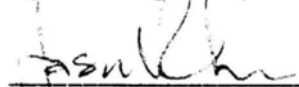
#### **Charred Southport LLC**

#### Capital Contributions

Pursuant to Article II, the Members' initial contributions to the Company capital is stated to be \$10,000. The description and each individual portion of this initial contribution is as follows with all contributions being made as cash.

Jason Kuhr	\$3,111.12
Tyler Mohr	\$3,111.12
Lawrence Adams	\$1,511.11
Chad Adams	\$755.55
Dan Adams	\$755.55
Dave Adams	\$755.55
 Total Capital	 \$10,000.00

Signed and agreed upon on August \_\_\_\_, 2023.

  
\_\_\_\_\_


Jason Kuhr

  
\_\_\_\_\_

Tyler Mohr

  
\_\_\_\_\_


Lawrence Adams

  
\_\_\_\_\_

Chad Adams

  
\_\_\_\_\_

Dan Adams

  
\_\_\_\_\_

Dave Adams

## Exhibit 4

### **Charred Southport LLC**

#### Manager(s) Duties and Responsibilities


**Chief Executive Manager:** Responsible for the day to day operations of the business in its entirety such as, but not limited to, the following:

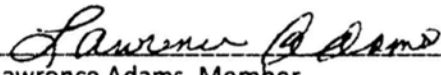
1. Staffing - hiring, firing, training, etc...
2. Inventory - front and back of house, waste management, etc...
3. Finances – Daily sales, banking, payments to vendors, applicable taxes, etc...
4. Maintenance – maintain premises in good condition
5. Licensing/permits – maintaining proper licensing and permits for operations
6. Operating the business in the best interests of the Members
7. Marketing

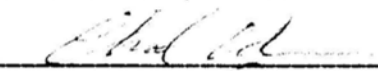
**Manager:** Assist the Chief Executive Manager in completing and fulfilling the day to day operations of the business in its entirety.

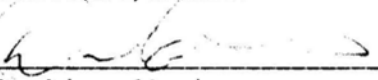
Signed and agreed upon on August \_\_\_\_, 2023.

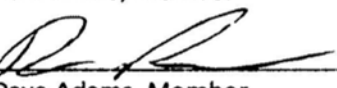
  
Jason Kuhr, Member

  
Tyler Mohr, Member

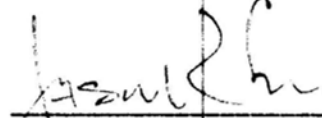
  
Lawrence Adams, Member

  
Chad Adams, Member

  
Dan Adams, Member

  
Dave Adams, Member

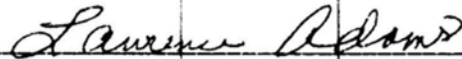
IN WITNESS WHEREOF, this Operating Agreement is executed on this \_\_\_\_ day of August 2023.



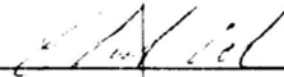
Jason Kuhr, Member



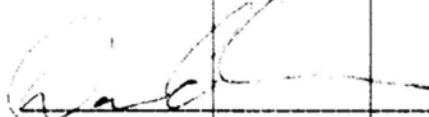
Tyler Mohr, Member



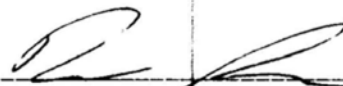
Lawrence Adams, Member



Chad Adams, Member



Dan Adams, Member



Dave Adams, Member

# MANAGER APPLICATION FORM 103

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_

RECEIVED

JAN 31 2024

NEBRASKA LIQUOR  
CONTROL COMMISSION

## MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

## CORPORATION/LLC INFORMATION

Name of Corporation/LLC: **Charred Southport LLC**

## PREMISES INFORMATION

Premises Trade Name/DBA: **Charred Burger + Bar**

Premises Street Address: **12434 Southport Parkway**

City: **La Vista** County: **Douglas** Zip Code: **68128**

Premises Phone Number: **Do not have yet**

Premises Email address: **southport@charredburgers.com**

## **SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

**MANAGER INFORMATION**Last Name: Kuhr First Name: Jason MI: THome Address: 2132 S 181st CircleCity: Omaha County: NE Zip Code: 68130-2780Home Phone Number: 402-730-0858Email address: jason@ambrosiarestaurantgroup.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

☒ YES☐ NO**Spouse's information**Spouses Last Name: Kuhr First Name: Abbigail MI: L**APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS****APPLICANT****SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2013	Present	Omaha, NE	2013	Present



**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2002	Present	Self Employed		

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

**Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.**

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, **include traffic violations**. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted ( City & State)	Description of Charge	Disposition
see attached				

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☒ YES ☐ NO

IF YES, list the name of the premise(s):

*See Attached*

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

#1

Applicant	Date of Conviction	Where Convicted	Description of Charge
Jason Kuhr	2010?	Otoe County, Nebraska	Open Container
Jason Kuhr	2006	Lincoln, NE	Over Capacity
Jason Kuhr	2005	Lincoln, NE	Over Capacity
Jason Kuhr	1998	Lancaster County, NE	Speeding
Jason Kuhr	1997	Lincoln, NE	Speeding

#2

## Current Licenses

Legal Name	License #	Location
Charred SP LLC	124096	Lincoln, NE
O&HSP LLC	123933	Lincoln, NE
Travis Thoms LLC	119830	Papillion, NE
KATT Enterprises LLC	121318	Omaha, NE
JTK LLC	84673	Lincoln, NE
O&H OPP LLC	125458	Omaha, NE

## Past Licenses

Legal Name	License #	Location	Reason terminated
Kuhr Mohr LLC	?	Lincoln, NE	Sold Business in 2011
Kuhr Mohr Restaurants LLC	?	Omaha, NE	Sold Business in 2017

4. List the alcohol related training and/or experience (when and where) of the person making application.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Jason Kuhr	01/2024	SureSell Nebraska

\*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Jason Kuhr/Owner	04/2021	Charred Burger + Bar, Lincoln, NE
Jason Kuhr/Owner	11/2020	Ollie & Hobbes, Lincoln, NE
Jason Kuhr/Owner	04/2017	Charred Burger + Bar, Omaha, NE
Jason Kuhr/Owner	11/2016	Ollie & Hobbes, Papillion, NE
Jason Kuhr/Owner	07/2006	JTK Cuisine & Cocktails, Lincoln, NE
Jason Kuhr/Owner	05/2023	Ollie & Hobbes, Omaha, NE
Jason Kuhr/Owner	2013-2017	Dolce, Omaha, NE
Jason Kuhr/Owner	2002-2011	Main St., Lincoln, NE

5. Have you enclosed Form 147 regarding fingerprints?

☒ YES ☐ NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

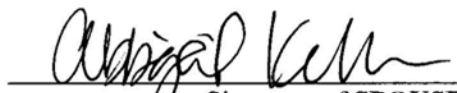
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

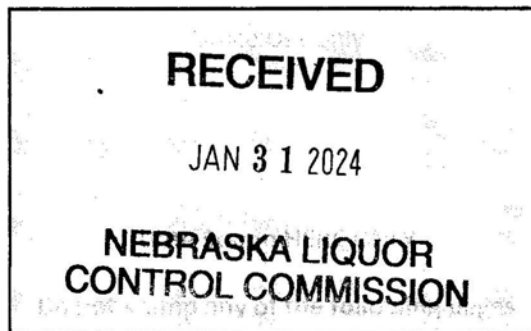
**Must be signed by applicant and spouse.**

  
\_\_\_\_\_  
Signature of **APPLICANT**  
Jasm Kuhr  
\_\_\_\_\_  
Printed Name of **APPLICANT**

  
\_\_\_\_\_  
Signature of **SPOUSE**  
Abbigail Kuhr  
\_\_\_\_\_  
Printed Name of **SPOUSE**

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***

The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name Charred Burger + Bar

Name of Person Being Fingerprinted: Tyler Mohr

Date fingerprints were taken: December 2022

Location where fingerprints were taken: State Patrol Office - Lincoln, NE

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # \_\_\_\_\_

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☒

  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
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The Nebraska State Patrol – CID Division  
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*Fingerprint cards should be submitted with the application.*

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name Charred Burger + Bar

Name of Person Being Fingerprinted: Jason Kuhr

Date fingerprints were taken: 12/16/2022

Location where fingerprints were taken: Douglas County Sheriff Law Enforcement Center

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # \_\_\_\_\_

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☒

  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



[Back to Lookup](#) / [Registrant Detail](#)

# Jason T Kuhr

Political Party  
**Republican**

Precinct  
**05-20**

## Election Details

05/14/2024 2024 Primary Election

We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot was accepted and counted.

## Default Polling Location

**Spring Ridge Elementary School**

📍 17830 Shadow Ridge Drive Omaha, NE 68130

[View larger map](#)



## Districts

[Show](#) ▼

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# SureSellNow.com

## Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

**JASON KUHR**

has met all training requirements and successfully completed the following course and/or exam

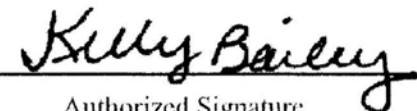
**Nebraska Alcohol Sales and Service Training**

Certificate Number: 76042

Completion Date: 01/25/2024

Expiration Date: 01/24/2027

This course is approved by the Nebraska Liquor Control Commission (LCC). This training complies with all standards under Title 237 of Nebraska State Law.

  
Authorized Signature

Diversys Learning, Inc.  
1101 Arrow Point Drive, Suite 302  
Cedar Park, TX 78613  
SureSellNow.com

# SureSellNow.com

## Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

**JASON KUHR**

has met all training requirements and successfully completed the following course and/or exam


**Nebraska Alcohol Sales and Service Training**

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Authorized Signature

Diversys Learning, Inc.  
1101 Arrow Point Drive, Suite 302  
Cedar Park, TX 78613  
SureSellNow.com

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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

Office Use

**RECEIVED**

JAN 31 2024

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

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

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

  
Signature of **NON-PARTICIPATING SPOUSE**

**Abbigail Kuhr**

Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

this January 24, 2024 (date)

by Abbigail Kuhr  
**Name of person acknowledged  
(Individual signing document)**

  
Notary Public Signature

  
Signature of **APPLICANT**

**Jason Kuhr**

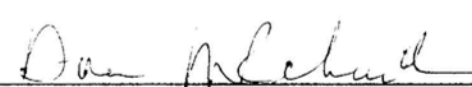
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

this January, 2024 (date)

by Jason Kuhr  
**Name of person acknowledged  
(Individual signing document)**

  
Notary Public Signature

GENERAL NOTARY - State of Nebraska  
DOREEN M. REHUREK  
My Comm. Exp. April 2, 2026

GENERAL NOTARY - State of Nebraska  
DOREEN M. REHUREK  
My Comm. Exp. April 2, 2026

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

**Charred Southport, LLC.**  
**Organizational Documents**

**8-2023**

# BUSINESS PROPERTY LEASE

This is a legally binding contract; if not understood, seek legal counsel.

8/2/2023

THIS LEASE is entered into as of \_\_\_\_\_ (the "Effective Date") between Southport Parkway 2, LLC, a Nebraska limited liability company ("Landlord"), and Charred Southport, LLC, a Nebraska limited liability company, d/b/a Charred Burger + Bar ("Tenant").

1. **PREMISES.** Landlord leases to Tenant the real property containing approximately 3,134 square feet of area as depicted on Exhibit "A" attached hereto (the "Premises"), located at 12434 Southport Parkway, La Vista, Nebraska 68128 (the "Building"), on the following terms and conditions. Final square footage will be measured by Tenant's architect, determined by mutual agreement and documented by a separate writing or Lease amendment.

2. **TERM.** This Lease shall begin on the first day of the next successive calendar month following Tenant's execution of this Lease (the "Commencement Date"). This Lease shall be for a term of 124 months from the Commencement Date unless terminated earlier as provided in this Lease. The "Rent Commencement Date" shall be four (4) months after the Commencement Date.

Landlord shall deliver possession of the Premises so that it may undertake Tenant's Work in preparation for opening for business upon (i) full execution of this Lease, and (ii) Landlord receiving adequate proof of required Tenant insurance. Tenant's work shall be performed in such a manner and at such times so as not to interfere with completion of Landlord's Work as described below, or otherwise cause delays.

## 3. USE OF PREMISES.

(a) **Purpose.** The Premises are leased to Tenant, and are to be used by Tenant, for the purposes of operating a full-service restaurant serving burgers and craft cocktails and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Building, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all environmental laws, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

(b) **Exclusivity.** Landlord shall not lease to any other tenant nor allow any other person or entity (except Tenant and approved assignees) to operate a full-service restaurant serving burgers and craft cocktails at properties within the Southport Centre development that are controlled by Landlord at Lease execution (the "Exclusive Use"). Landlord further represents that Tenant's proposed use is not limited by, and does not conflict with, any other existing exclusive use rights, restrictions or prohibitions applicable to the Building or any other tenants therein. If Tenant's Exclusive Use is breached, Tenant will provide written notice of such breach to the Landlord.

4. **RENT. Base Rent.** Tenant shall pay to Landlord as "Base Rent" an amount equal to \$32.00/sf, which amount will increase by 2.0% annually. The total aggregate Base Rent under this Lease is One Million Eighty-One Thousand Four Hundred Ten and 95/100 Dollars (\$1,081,410.95).

(a) In accordance with the schedule below, Tenant shall pay Base Rent to Landlord as set forth in Section 4(c) below, or in any other commercially reasonable manner as Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month without demand or invoice, as follows:

For the period from	<u>Commencement Date</u>	to	<u>Month 4</u>	\$	<u>0.00</u>	per month. *
For the period from	<u>Month 5</u>	to	<u>Month 6</u>	\$	<u>0.00</u>	per month. **
For the period from	<u>Month 7</u>	to	<u>Month 16</u>	\$	<u>\$8,357.33</u>	per month.
For the period from	<u>Month 17</u>	to	<u>Month 28</u>	\$	<u>\$8,524.48</u>	per month.
For the period from	<u>Month 29</u>	to	<u>Month 40</u>	\$	<u>\$8,694.97</u>	per month.
For the period from	<u>Month 41</u>	to	<u>Month 52</u>	\$	<u>\$8,868.87</u>	per month.
For the period from	<u>Month 53</u>	to	<u>Month 64</u>	\$	<u>\$9,046.25</u>	per month.
For the period from	<u>Month 65</u>	to	<u>Month 76</u>	\$	<u>\$9,227.17</u>	per month.
For the period from	<u>Month 77</u>	to	<u>Month 88</u>	\$	<u>\$9,411.71</u>	per month.
For the period from	<u>Month 89</u>	to	<u>Month 100</u>	\$	<u>\$9,599.95</u>	per month.
For the period from	<u>Month 101</u>	to	<u>Month 112</u>	\$	<u>\$9,791.95</u>	per month.
For the period from	<u>Month 113</u>	to	<u>Month 124</u>	\$	<u>\$9,987.79</u>	per month.

\* For the period from the Commencement Date through the Rent Commencement Date, Tenant will pay no Base Rent and no Operating Expenses (defined below).

\*\*Beginning on the Rent Commencement Date (Month 5), the Base Rent will be abated for the longer of (i) sixty (60) days after the Rent Commencement Date or (ii) 90 days after Tenant obtains building permits, provided Tenant submits for such permits within sixty (60) days after the Commencement Date. Tenant shall be responsible for its pro rata share of Operating Expenses beginning upon the Rent Commencement Date.

(b) **Operating Expenses.** Beginning on the Commencement Date, Tenant shall pay a pro rata share of operating expenses of the real estate of which the Premises are a part, including the Building, parking areas, and grounds (collectively, the "Real Estate"). "Operating Expenses" shall mean all customary and reasonable costs of maintaining and operating the Real Estate, including but not limited to all taxes and special assessments levied upon the Real Estate, fixtures, and personal property used by Landlord at the Real Estate, all insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Real Estate, including but not limited to parking lot repairs, maintenance, sweeping and line painting, snow removal, exterior lighting, landscaping, cleaning, roof repairs, depreciation of machinery and equipment used in such maintenance, repair and replacement, and management costs, including Real Estate superintendents. Operating Expenses shall not include (a) property additions and improvements to the Real Estate which by generally accepted accounting practice (GAAP) are treated as capital items; (b) leasing commissions, advertisement or any other costs incurred by Landlord in procuring new tenants; (c) alterations or improvements for specific tenants; (d) expenses for repairs, replacements, and general maintenance reimbursed by insurance, by Tenant or other third parties; (e) depreciation and amortization except on any capital improvements and expenditures specifically allowed above; (f) interest, principal payments and financing costs incurred in connection with any debt associated with the Real Estate; (g) repairs covered under warranties; (h) legal fees; (i) costs of a capital nature including, but not limited to, capital improvements and structural repairs, as determined in accordance with GAAP; (j) any other expense that according to GAAP is not considered a normal maintenance or operating expense; (k) interest, fines or penalties payable due to the failure of the Landlord to pay taxes, utilities or other charges in a timely manner; (l) any amounts expended by Landlord as environmental response costs for removal, enclosure, encapsulation, clean-up, remediation or other activities regarding Landlord's compliance with federal, state, municipal or local hazardous waste and environmental laws, regulations or ordinances; (m) costs to

correct original defects in the design, construction or equipment of or latent defects in the Real Estate, or any part thereof; (n) any other amounts as a result of Landlord's violation or failure to comply with any governmental regulations and rules or any court order, decree or judgment; and, (o) management fees in excess of 5% of gross receipts.

"Tenant's pro rata share" shall mean the percentage determined by dividing the square feet of the Premises by the square feet of the Building (**3,134 sf / 11,800 sf = 26.6%**). Landlord may, from time to time, by the acquisition of adjacent property, reconfiguration of existing property, re-measurement or building of new facilities, change the square footage of the total Building, which may result in a change in Tenant's pro rata share.

Tenant's pro rata share of the Operating Expenses shall be determined on an annual basis for each calendar year ending on December 31 and shall be pro-rated for the number of months Tenant occupied the Premises if Tenant did not occupy the Premises the full year. For the first year of the Lease, Tenant shall pay **Two Thousand Three Hundred Fifty and 50/100 Dollars (\$2,350.50)** per month (calculated as the square feet of the Premises multiplied by \$9.00/sf, which figure is comprised of the estimated amounts of common area maintenance, taxes, and insurance), on the first of each month in advance with rent for Tenant's estimated pro rata share of the Operating Expenses.

Landlord may change this amount at any time upon written notice to Tenant. At the end of each year, an analysis of the total year's Operating Expenses shall be presented to Tenant and Tenant shall pay the amount, if any, by which Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the estimated Operating Expenses actually paid by Tenant, and shall be paid by Tenant to Landlord within thirty (30) days after Tenant's receipt of the statement. In the event this Lease terminates at any time other than the last day of the year, the excess Operating Expenses shall be determined as of the date of termination. If Tenant's payments of estimated Operating Expenses exceed the amount due Landlord for that calendar year, Landlord shall, at its option, provided Tenant is not then in default under this Lease, apply the excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the term of this Lease has already expired, in either case without interest to Tenant.

(c) **Payment of Rent.** The term "Rent" whenever used in this Lease shall mean Base Rent, Operating Expenses and any other sums due under this Lease. Rent shall be due on or before the first (1<sup>st</sup>) day of the month and shall be considered late on the fifth (5<sup>th</sup>) day of the month. Tenant agrees to pay the Base Rent as and when due, together with Tenant's pro rata share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

Landlord requires all payments to be made via RentCafé through its Yardi property management software system, unless another method of payment is pre-approved by Landlord. Such other methods may include electronic payment via *Automatic Clearing House ("ACH")*, other means of electronic funds transfer, cash, check or other non-electronic means. However, any payments submitted other than via RentCafé shall be assessed a \$25.00 administrative processing fee for each such payment. In the case of any funds being rejected for Non-Sufficient Funds (NSF) Tenant understands that Landlord's Managing Agent (SRE Property Management) may charge an additional fee for each such rejected payment in addition to any late charges as provided for herein.

(d) **Application of Payments.** Landlord shall have the right to apply all payments received to the oldest charges for rent, interest and penalties, regardless of the period in which the payment is made. All payments made from any source shall be applied to existing charges or owed but not yet billed charges and will be applied by Landlord in its sole discretion.

(e) **Late Charge.** If Tenant fails to pay the Base Rent and Tenant's pro rata share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, pursuant to 4(d) above and payment is not received on or before the fifth (5<sup>th</sup>) day after such payments are due, Tenant agrees to pay Landlord a late charge of five percent (5%) of all unpaid amounts and shall post to Tenant's account on the sixth (6<sup>th</sup>) day of the month, plus any delinquent amounts will bear interest at the rate of twelve percent (12%) per annum from the date of delinquency until paid.

(f) **Security Deposit.** As partial consideration for the execution of this Lease, Tenant has delivered to Landlord for Landlord's use and possession the sum of **\$10,707.83** as a Security Deposit, which is an amount equal to the first month's rent and Operating Expenses. The Security Deposit shall not be applied to the last month's rent but will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

5. **CONSIDERATION.** As consideration for the making of this Lease, upon Lease execution Tenant shall deposit with Landlord the sum of **\$10,707.83** constituting the Security Deposit. No prepayment of the 1<sup>st</sup> month of Base Rent or Operating Expenses is required.

6. **SERVICES.** Landlord shall furnish no services, except those provided under operating expenses to the Premises in the manner customary to the Real Estate. Landlord shall have the right to discontinue any service during any period for which rent is not promptly paid by Tenant. Except if arising as a result of Landlord's gross negligence or willful misconduct, Landlord shall not be liable for damages, nor shall the rental be abated, for failure to furnish, or delay in furnishing, any service when failure to furnish, or delay in furnishing, is occasioned in whole or in part by needful repairs, renewals, or improvements, or by any strike or labor controversy, or by any accident or casualty whatsoever, or by any unauthorized act or default of any employee of Landlord, or for any other cause of causes beyond the control of Landlord. Beginning on the Commencement Date, Tenant shall transfer utilities to its name and pay directly to the service provider when due, all separately metered utilities, including gas and electricity, incurred at or chargeable to the Premises. Notwithstanding the foregoing, Tenant acknowledges that any common area services shall be included in Operating Expenses.

7. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord may charge a reasonable fee to process and consider a request for Landlord's consent, and may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises. Tenant shall, with any request for Landlord's consent to an assignment or sublease, pay to Landlord a fee in the sum of One Thousand and no/100 Dollars (\$1,000.00) for review and processing of such request and Landlord shall not be obligated to review such request prior to Landlord's receipt of such fee. Upon receipt of Landlord's consent, Tenant may assign the Lease or sublet the Premises to such approved party on such terms and conditions as it may deem acceptable, so long as there is no diminution of Landlord's rights or interests pursuant to the Lease.

Landlord shall have the right to assign its interest under this Lease or the rent reserved hereunder to any entity (or entities) that agrees to assume all of Landlord's obligations hereunder. In the event of such assignment or transfer, Landlord shall be released from any further obligations hereunder, provided that the assignee assumes Landlord's obligations hereunder. Tenant agrees to execute and deliver such other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as may reasonably be requested. Tenant waives any right of election to terminate this Lease because of any such assignment.



## 8. TENANT'S IMPROVEMENTS.

(a) Tenant will perform, or cause to be performed, all construction and renovation work to the Premises in accordance with Tenant Managed Construction Rules and Regulations as outlined on Exhibit "B", and in conformance with the Landlord approved Tenant's architect-stamped plans (the "Tenant's Work"). Tenant and/or its agents, contractors and subcontractors will solely be responsible to coordinate and perform the Tenant's Work. With the exception of minor interior non-structural alterations costing \$15,000 or less, prior to commencing any Tenant's Work, Tenant shall first obtain the written consent of Landlord for the same. Regardless of the extent or type of Tenant's Work, Tenant must submit construction drawings (plans and specifications) to Landlord no less than two (2) weeks prior to commencement of its work. For those items of Tenant Work requiring Landlord consent, Landlord shall provide a response to Tenant within two (2) weeks of receiving Tenant plans.

(b) Tenant shall ensure that all Tenant's Work is performed in a good and workman-like manner and in full compliance with all applicable governmental regulations and to current industry standards for retail buildings in La Vista, Nebraska. Landlord and/or Landlord's consultants shall have the right, but not the obligation, to review, monitor, oversee, and timely and reasonably approve all plans and materials involved in the Tenant's Work throughout the entire construction process, provided that Landlord and/or Landlord's consultants do not interfere with Tenant's work or otherwise cause delays in the construction schedule. Tenant or its designees, at Tenant's expense, shall obtain all permits, certificates and other governmental approvals from all governmental entities having jurisdiction which are necessary for the completion of the Tenant's Work. Upon completion of any and all improvements, Tenant shall be required to obtain and submit to Landlord final unconditional lien waivers from all general contractors, sub-contractors and material suppliers who provide materials or perform work in excess of \$5,000.00.

(c) The Landlord shall provide Tenant with a cash allowance equal to **Fifty-Five Dollars (\$55.00)** per square foot of the Premises (\$172,370.00) (the "Tenant Improvement Allowance") to be used for the initial Tenant's Work. Such allowance shall be paid within thirty (30) days of the completion of Tenant's Work and Landlord's receipt of a copy of a Certificate of Occupancy and a signed general contractor lien waiver evidencing payment to all contractors providing \$5,000 or more of services or materials for Tenant's Improvements. If Landlord fails to pay the Tenant Improvement Allowance within thirty (30) days following receipt by Landlord of the items listed above, and Tenant has thereafter provided Landlord with a fifteen (15) day written notice of such failure, Tenant (without limiting any other right or remedy of Tenant to collect such payment) may offset against its monthly payments of Base Rent, and additional charges, the amount of any unpaid portion of the Tenant Improvement Allowance, until the amount due is recovered in full.

Alternatively, the Tenant Improvement Allowance may be paid to Tenant in periodic installments, no more frequently than monthly. Such installments shall be paid to Tenant upon Tenant's submission of its costs of Tenant's Work for such period, and shall be a percentage of each such Tenant submission equivalent to the percentage of the full Tenant Improvement Allowance to Tenant's overall budget for the Tenant's Work. For clarity, if the Tenant Improvement Allowance equals 25% of the approved budget for Tenant's Work, each installment of the Tenant Improvement Allowance paid by Landlord shall equal 25% of such submission. Each such payment of the Tenant Improvement Allowance shall be subject to receipt of lien waivers as set forth above.

(d) Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal. Any improvements, additions, fixtures or alterations installed or made by Tenant and not removed upon termination of this Lease, shall become part of the Premises and the property of Landlord.

(e) Tenant agrees at Tenant's expense to obtain or maintain or cause its contractor(s) to obtain or maintain commercial general liability insurance in the amounts set forth in the Lease and worker's compensation insurance adequate to fully protect Landlord as well as Tenant from and against any and all liability for death or for injury to persons or property caused in or about or by reason of the construction of Tenant's work.

9. REPAIRS AND MAINTENANCE. Landlord agrees to maintain in good condition and repair (or replace) as necessary the sidewalks, parking lots, gutters, downspouts, utility connections from the point of entry into the Premises to the street city hookup, Building structure, exterior walls and roof as included in the Operating Expenses, and to manage such other normal and customary repair and maintenance obligation..

Tenant agrees that it will make, at its own cost and expense, all maintenance, repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, the HVAC system, including balancing, distribution ductwork and controls, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Except if arising as a result of Landlord's gross negligence or willful misconduct, Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate. Tenant shall not be liable to Landlord for any loss or damage that may be occasioned except as a result of the acts or omissions of Tenant and its duly authorized employees, agents and contractors.

10. CONDITION OF PREMISES. Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Subject to any contrary provisions herein, Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted. To the best of Landlord's knowledge, Landlord shall deliver the Premises in compliance with applicable building, land use, zoning and parking codes and regulations, environmental laws, governmental ordinances and regulations.

11. PERSONAL PROPERTY AT RISK OF TENANT. All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

12. LANDLORD'S RESERVED RIGHTS. Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for set off or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.
- (b) Install and maintain signs on the Real Estate.
- (c) At reasonable times, with prior notice to Tenant, make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent Real Estate, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so.

- (d) Possess passkeys to the Premises.
- (e) Show the Premises to prospective tenants at reasonable times, with prior notice to Tenant.
- (f) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.
- (g) Approve all signs at the Premises prior to installation thereof, which approval may be withheld or conditioned in Landlord's sole discretion.
- (h) Establish rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Real Estate and to make modifications thereto.

13. **CERTAIN RISKS.** Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Real Estate or increase the risks covered by insurance on the Real Estate or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Real Estate on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided, that this waiver shall apply only when permitted by the applicable policy of insurance.

14. **INDEMNITY.**

(a) **Tenant Indemnity.** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the negligence of Landlord, its employees or agents.

(b) **Landlord Indemnity.** Landlord shall indemnify, hold harmless, and defend Tenant from and against, and Tenant shall not be liable to Landlord on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Landlord to perform any of the agreements, terms, or conditions of this Lease required to be performed by Landlord; (b) a failure by Landlord to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Real Estate apart from the Premises, except as the same may be the result of the negligence of Tenant, its employees or agents.

15. **INSURANCE.**

(a) **Liability Insurance.** Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name Landlord and Landlord's Managing Agent as additional Insureds and shall provide coverage in a combined single limit per occurrence of at least \$1,000,000 and a \$2,000,000 aggregate insured amount for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Real Estate by Tenant. Tenant's insurance coverage shall be on a primary basis and non-contributory basis from Landlord's insurance coverage. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof no later than five (5) days prior to the Commencement Date; and, thereafter on each renewal date. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

(b) **Property Insurance.** Insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock and any other personal property owned and used in Tenant's business and found in, on or about the Building, and any leasehold improvements to the Premises in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed.

(c) **Landlord's Insurance.** Landlord shall maintain "All-Risk" property insurance at replacement cost, including loss of rents, on the Building, and Commercial General Liability insurance policies covering the common areas of the Building, the Real Estate, and surrounding areas owned or maintained by Landlord (including but not limited to any parking areas), each with such terms, coverage's and conditions as are normally carried by reasonably prudent owners of properties similar to the Building.

Landlord, its agents and employees, make no representation that the limits of liability specified to be carried by Tenant pursuant to this Section are adequate to protect Tenant. If Tenant believes that any such insurance coverage is inadequate, Tenant will obtain such additional insurance coverage as Tenant deems adequate, at Tenant's sole expense.

16. **DAMAGE BY FIRE OR OTHER CASUALTY.**

(a) **Damages Caused by Tenant.** Subject to the provisions of (b) below, all injury to the Premises and other portions of the Building of which it is a part, caused by Tenant, its agents, employees, its invitees and visitors, will be repaired by Landlord at the expense of Tenant or repaired by Tenant with Landlord's approval. Tenant shall reimburse Landlord for such repairs within ten (10) days of receipt of invoice from Landlord of the costs. At its election, Landlord may regard the same as additional rent, in which event the cost shall become additional rent payable with the installment of rent next becoming due after notice is received by Tenant from Landlord. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord has or may have in said circumstances.

(b) **Fire or Casualty Damage.** If, during the term of this Lease, the Premises shall be so damaged by fire, water or any other cause except Tenant's negligent or intentional act so as to render the Premises untenantable, the rent shall be abated while the Premises remain untenantable. If the Premises are partially damaged or destroyed, then during the period that Tenant is deprived of the use of the damaged portion of said Premises, Tenant shall be required to pay rental covering only that part of the Premises that it is able to occupy, based on that portion of the total rent which the amount of square foot area remaining that can be occupied bears to the total square foot area of all the Premises covered by this Lease. And in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term.



In the event the Premises is destroyed by fire or other casualty so as to be untenable in excess of fifty percent (50%) or more, and it shall require more than ninety (90) days from the date of said fire or other casualty for Landlord to complete restoration of same, then Tenant, upon written notice to Landlord, may terminate this Lease, in which case the rent shall be apportioned and paid to the date of said fire or other casualty. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

Tenant shall be responsible for the repair and restoration of the Premises and Tenant's property beyond Landlord's obligation at no cost to Landlord. In the event of fire, water or other casualty damage to the Premises caused by the fault or neglect of Tenant, its agents, employees, invitees or visitors, Landlord shall restore structural damages as described herein at Tenant's cost and expense. It is agreed that in any of the aforesaid events, this Lease shall continue in full force and effect.

17. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant. Notwithstanding the foregoing, Tenant shall in all events be entitled to make a claim for its damages, including moving expenses and other charges to the condemning authority.

18. **TENANT DEFAULT OR BREACH.** Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) If Tenant fails to pay Landlord any Rent or other payments when due hereunder;
- (b) If Tenant vacates or abandons the Premises;
- (c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;
- (d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or
- (e) If Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence. However, in the event, said default is not curable within said ten (10) day period, the time period may be extended provided Tenant is diligently pursuing a cure.

19. **EFFECT OF DEFAULT.** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

- (a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant and shall store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant, in accordance with the Disposition of Personal Property Landlord and Tenant Act.
- (b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant in accordance with applicable law. Without such notice, Landlord's retaking will not terminate the Lease. On termination and subject to the applicable laws of mitigation, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the Lease had not been terminated and the fair market rental value of the Premises for the balance of the Lease term as though the Lease had not been terminated which sum shall be immediately due Landlord from Tenant.
- (c) Landlord may relet the Premises or any part thereof for any term with or without terminating this Lease, at such rent and on such terms as it may, choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. The process of reletting shall use commercially reasonable efforts to mitigate upon reasonable terms.

20. **LANDLORD DEFAULT.** The following events shall constitute a default or a breach of this Lease by Landlord: It shall be a "Landlord's Default" if Landlord violates or fails to perform any of the covenants or agreements herein made by Landlord, and such violation or failure shall continue for thirty (30) days after written notice thereof to Landlord by Tenant, except that if within the thirty (30) day period Landlord commences and thereafter proceeds diligently to remedy the violation or failure within a reasonable period not to exceed ninety (90) days from the receipt of the notice, then Landlord shall not be in default hereunder. If Landlord's default is not cured in said ninety (90) day period, Tenant shall have the option to cure Landlord's default at Tenant's cost and apply any such costs towards Base Rent due.

21. **SURRENDER - HOLDING OVER.** Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be 125% the monthly rent specified in the lease immediately before termination.

22. **SUBORDINATION AND ATTORNMEN** Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord,

upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

23. **NOTICES.** Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to Landlord at **21008 Cumberland Drive, Suite 106, Elkhorn, NE 68022** and also to Tenant at \_\_\_\_\_ or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

24. **COMPLIANCE WITH ADA.** With regard to Tenant's specific use of the Premises or Tenant's construction of any alterations within the Premises, Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act (ADA) and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls.

Landlord represents and warrants that to the best of Landlord's knowledge as of the Commencement Date of this Lease, Landlord has received no written notification that the Building or the Real Estate is in non-compliance with any Laws or Code violations. The Landlord agrees to comply with all the federal, state, and local laws with respect to the construction, maintenance, alteration, and operation of the Real Estate, including among other, the public accommodation provisions contained in the Americans with Disabilities Act.

25. **EFFECT ON SALE.** A sale, conveyance or assignment of Landlord's interest in the Real Estate will operate to release Landlord from liability from and after the effective date of such sale, conveyance or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except those liabilities which arose prior to such effective date, and, after the effective date of such sale, conveyance or assignment, Tenant will look solely to Landlord's successor-in-interest in and to this Lease. This Lease will not be affected by any such sale, conveyance or assignment, and Tenant will attorn to Landlord's successor-in-interest to this Lease, so long as such successor-in-interest assumes Landlord's obligations under the Lease from and after such effective date.

26. **LIMITATION ON RECOURSE.** Tenant specifically agrees to look solely to Landlord's interest in the Building for the recovery of any judgments from Landlord. It is agreed that Landlord (and its shareholders, venturers, and partners, and their shareholders, venturers and partners and all of their officers, directors and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to, and will not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or relief in any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

27. **SIGNAGE.** At Tenant's cost, and subject to Landlord's reasonable approval and Tenant's compliance with governmental codes and regulation, Tenant shall be permitted to install (a) any signage within the Premises as it requires, and (b) its customary external signage on the front and rear of the Premises as may be allowed. All external signage shall be individual channelized lettering attached to a raceway painted to match the exterior facade of the Building. Tenant shall be responsible for all costs associated with its signage. Tenant will be allowed to change or alter its exterior signage, subject to Landlord approval and Landlord's sign criteria, attached hereto as Exhibit "C". In addition, Tenant shall have the right to place its standard signage on the existing center identification sign associated with the property in the sign cabinet position as identified in Exhibit "D" at Tenant's cost.

Prior to installing any sign on the exterior of the Premises, Tenant must submit to Landlord for Landlord's review and written approval a rendering from a licensed sign contractor which clearly indicates the sizes, colors, logos, types, locations and manner of installation of said signage. Landlord's approval thereof shall be granted or withheld within ten (10) days of Tenant submitting said plans. In the event such approval is withheld, Landlord shall provide specific detail regarding those portions of the proposed signage that are unacceptable, along with directions for curing such deficiencies. Tenant shall install its exterior signage no later than its opening for business. All costs associated with said signage shall be borne by Tenant.

Tenant shall be required to keep the sign adequately illuminated continuously from dusk until 10:00 p.m., to perform routine maintenance, to maintain signage in a safe, clean and working condition, free from debris/obstructions including, but not limited to, bird and wasp nests, snow and ice; Tenant shall bear any and all costs associated with the routine maintenance, repair and relamping of Tenant's signage.

Tenant shall not cover the Premises, storefront glass, building exterior or roof with marketing materials, install, paint, or otherwise create other advertising signage such as banners, window signage (including neon and/or flashing signs and lights), window painting, yard signs, billboards, etc. or place any signs on the property including the sidewalks, without the prior written approval of Landlord. Tenant shall be permitted to install a "coming soon" banner thirty (30) days prior to Tenant opening for business and a "grand opening" sign for thirty (30) days after opening for business.

Upon termination of this Lease, Tenant shall remove all signs from the Premises, repair and restore the Premises to its former condition, at Tenant's expense. Failure by Tenant to comply with any of the terms contained herein shall constitute a default and/or breach of this Lease subject to the rights and remedies available to Landlord, including Landlord's right to perform said maintenance and repairs on behalf of Tenant at Tenant's cost and expense.

28. **PARKING.** Tenant shall have the non-exclusive use in common with all tenants to all unreserved surface parking areas on the Real Estate. Tenant's employees shall park their vehicles only in those portions of the parking areas designated by Landlord as employee parking. Tenant agrees to direct its employees to park in the designated parking area as needed so not to unduly burden the parking in front of the premises. Landlord reserves the right to change the designated parking area from time to time.

29. **CONFIDENTIALITY.** Tenant covenants and agrees to keep confidential, and not to make public, the existence of the terms hereof (the "Confidential Information"). Tenant will not allow its respective Representatives (hereinafter defined) to disclose the Confidential Information to any third party, including, but not limited to, other tenants in the Building. The only exception to this confidentiality requirement shall be if such disclosure is required to be made by Tenant in the normal course of business with its real estate brokers, lenders, attorneys, accountants or employees (collectively, the "Representatives"). Tenant shall limit access to the Lease to those Representatives: (i) who have been informed of the confidential nature of such information; and (ii) who agree to act in accordance with the terms of this Section.

30. **NOTICE OF INVESTIGATION AND CLAIMS.** If, during the lease term, or any extensions thereof, Tenant becomes aware of (a) any actual or threatened release of any hazardous material on, under, or about the Premises or Building or (b) any inquiry, investigation, proceedings, or claim by any

government agency, or other person regarding the presence of hazardous material on, under, or about the Premises or Building, Tenant shall give Landlord written notice of the release or investigation within five (5) days after learning of it and shall simultaneously furnish to Landlord copies of any claims, notices of violation, reports, or other writings received by Tenant that concern the release or investigation. Landlord may then, at its sole option, inspect, assess, remediate and abate the hazardous material in the Premises as it sees fit in its sole discretion. All costs, charges and expenses for same shall be borne by Tenant only to the extent that Tenant caused the presence of hazardous material. Except for the foregoing, Landlord shall be liable for and shall indemnify, defend and hold Tenant harmless from any environmental damages or hazardous materials which are otherwise on or about the Premises or the common areas, and for any violation of applicable environmental laws.

31. **TENANT MAINTENANCE REQUIREMENT CONCERNING MOLD.** Tenant agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of mold, mildew, microbial growths and any associated mycotoxins in the Premises. Tenant must properly maintain the Premises to reduce the likelihood of any mold growth or proliferation. Tenant must keep the Premises clean and immediately fix and abate any leaks or moisture which fosters mold growth, caused by any equipment, plumbing fixtures or other items under its control.

Tenant must report within forty-eight (48) hours of detection the following to Landlord:

- a. Any non-working fan, heater, air conditioner or ventilation system;
- b. Plumbing leaks, drips, sweating pipes, wet spots;
- c. Overflows from bathroom, kitchen, or other facilities, including but not limited to tubs, showers, shower enclosures, toilets, sinks, kitchen appliances or other receptacles of water, especially in cases where the overflow may have permeated walls, floors, ceilings or fixtures;
- d. Water intrusion of any kind;
- e. Any mold or black or brown spots or moisture on surfaces inside the Premises;
- f. Broken plumbing systems or standing water near structures;
- g. Any discovery of adverse health conditions or symptoms related to mold growth at the Premises;
- h. Any discovery of allergies, predisposition to or heightened risk of adverse health reactions or hypersensitivity, to mold growth at the Premises; and
- i. Any odors consistent with mold growth.

32. **RIGHT TO RELOCATE TENANT.** Omitted.

33. **LANDLORD'S RIGHT TO TERMINATE.** Omitted.

34. **MISCELLANEOUS.**

(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

(g) **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

(h) **Exhibits.** All exhibits added and attachments attached hereto are incorporated herein by this reference.

Exhibit "A" Outline of Premises  
 Exhibit "B" Property Rules and Regulations  
 Exhibit "C" Signage  
 Exhibit "D" Center Identification Signage

(i) **Landlord's Authority.** Landlord represents and warrants to Tenant as follows: (i) Landlord owns the indefeasible, fee simple title to the Premises and the Real Estate; (ii) There are no third party consents or approvals required to effectuate Landlord's execution of this Lease which have not already been obtained; and (iii) Landlord has full capacity, right, power and authority to execute, deliver and perform this Lease and all documents to be executed by Landlord pursuant hereto and the individuals signing this Lease and all other documents executed or to be executed pursuant hereto on behalf of Landlord are and shall be duly authorized to sign the same on Landlord's behalf and to bind Landlord thereto.

35. **BROKERS.** The brokers involved in this transaction are:

- ☒ Agent for Landlord Justin Riviera and Jeff Lake of Cushman & Wakefield | The Lund Company
- ☒ Agent for Tenant Trey MacKnight and Holly Jones of Cushman & Wakefield | The Lund Company
- ☐ Dual agent representing both Landlord and Tenant \_\_\_\_\_



- ☐ Landlord and Tenant acknowledge that \_\_\_\_\_ is being paid a fee by Landlord and this fee will be shared by the Brokers based on their separate agreement.
- ☐ Landlord and Tenant will each compensate their respective Brokers.

Brokers shall be paid a commission by Landlord pursuant to the terms of separate written agreements. Landlord shall indemnify Tenant from any claims for a commission or other payment asserted by any broker claiming by or through Landlord with respect to the Premises.

**36. OTHER PROVISIONS.**

**(a) Landlord's Work:** Landlord shall provide Tenant leasehold improvements using building standard specifications; which improvements shall include the following:

- o HVAC: One (1) ton per 300 square feet of area of the Premises; up to two (2) 5-Ton Units installed on the roof with plenum drop (no distribution) assuming the Premises is 3,000 square feet;
- o Demising Walls: Metal stud 1-hour fire rated demising wall on inside wall of the Premises extending to the roof deck with lower 12' un-taped;
- o Perimeter Walls: Outside walls insulated and drywalled with lower 12' un-taped;
- o Electrical Panels: Two (2) 200-amp three-phase electrical panel with forty-two (42) circuits installed at the rear of the Premises;
- o Fire Protection: Overhead fire sprinkler system on grid within Premises, with alarm system to be Tenant responsibility;
- o Utilities: Landlord shall install 4" sewer waste, 4" grease line waste, gas, 2" water main, and 2" communications conduit stubs to the Premises;
- o Trash: Landlord shall provide a contained area for a shared trash dumpster for Tenant's use;
- o Doors: Glass storefront, front door and side door; rear exit door shall include a panic bar consistent with applicable regulations and of consistent design with the rest of the Building;
- o Concrete: Landlord to pour rear 20' of the Premises after the Tenant has installed all necessary in floor drains and other necessary plumbing as per Landlord reviewed and approved tenant improvement plans. At Tenant's election, Landlord may instead provide Tenant a credit of up to \$10,000 of actual costs for Tenant to pour this slab upon the same conditions;
- o Patio: Landlord shall deliver patio space as-is. Tenant shall be responsible for all fencing, finishes and operation as required by local jurisdiction.

**(b) Options to Extend Term at Negotiated Rate:** Provided that Tenant has complied with all the terms and conditions of this Lease and is not otherwise in default of Lease beyond any applicable notice and cure period, Tenant shall have two (2) options to extend the term of this Lease for a period of 60 months each, with each optional term commencing upon the expiration of the preceding term (each, an "Option to Extend"). Tenant, in its sole discretion, must notify Landlord in writing one hundred eighty (180) days prior to expiration of the then-current term of its intent to exercise its Option to Extend, time being of the essence in this regard. All terms and conditions during each extended term shall remain the same except the Base Rent, which Landlord and Tenant have agreed shall continue to be subject to a 2.0% annual base rent increase throughout each Option period. In the event that Tenant does not timely exercise an Option to Extend, all unexercised Options to Extend shall be null and void.

**(c) Financial Contingency:** This Lease is contingent upon Landlord's satisfactory review of Tenant's and Guarantor's financial statements. The Lease will be guaranteed, jointly and severally, by the owner of Tenant and owner's spouse as set forth on the Personal Guaranty attached hereto.

**(d) Landlord Delivery of Heating, Ventilating and Air Conditioning ("HVAC"):** Absent uncontrollable supply issues, Landlord agrees that all existing HVAC systems servicing the Premises will be in "good operating condition" no later than the Commencement Date. Landlord, however, does not warrant that such systems are of sufficient capacity for Tenant's intended use.

**(e) HVAC Preventative Maintenance:** Tenant agrees to enter into a preventative maintenance contract with a reputable HVAC service contractor. The preventative maintenance contract shall, at a minimum, involve semi-annual servicing of the HVAC. Within thirty (30) days of Tenant's Certificate of Occupancy, Tenant agrees to provide Landlord evidence of such a preventative maintenance contract shall provide Landlord with subsequent contracts should Tenant change HVAC service contractors.

**(f) HVAC Repair and Replacement:** To the extent permissible, Landlord shall deliver all HVAC warranties to Tenant and Tenant shall assume all responsibility for the repair and replacement of the HVAC unit servicing the Premises. If warranties are non-transferrable, Landlord and Tenant shall work together to utilize warranty coverage for all necessary repairs or replacements. Tenant shall be responsible for the cost of repair or replacement of the HVAC units (or unit components) that are not covered by warranty. Tenant shall notify Landlord prior to making repairs, and Landlord reserves the right to have its chosen contractor perform the necessary work. Any units to be added by Tenant to address capacity needs for its intended use, shall be approved by Landlord and shall be the sole responsibility of Tenant.

**(g) Municipal Fees.** Landlord shall be responsible for the payment of any initial impact fees, sewer tap fees, and other utility impact fees.

**(h) Force Majeure:** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, war, fire, flood, earthquake, or other casualty or acts of God (a "Force Majeure Event"), then the affected party shall not be deemed to have breached this Lease and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. The affected party shall immediately give notice to the other party of the delay, and the specific Force Majeure Event giving rise to the delay, and shall do everything possible to meet its obligations under this Lease and resume performance of the Required Act within the extended timeframe as soon as it is reasonably possible.

Any time periods of closure due to governmental mandates that the Premises be closed due to Covid-19 or other similar disease shall be added to the Term as an extension of the Term. The extension shall be set forth in a written amendment between Landlord and Tenant setting forth the exact amount of the extended Term. If governmental assistance in the form of a grant, or loan (such as loans made through the Paycheck Protection Program) is obtained by the Tenant, then the provisions related to rent reduction or abatement for the period covered by such funding shall be reduced by such funding.

Any additional provisions of this Lease shall be in writing and attached as an addendum hereto.

This Agreement may be executed in counterparts. Facsimile or electronic signatures (e.g., via DocuSign or similar electronic signature method) and sent via e-mail will have the same force and effect as executed originals. Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease by Tenant to Landlord.

**[Signatures on following page.]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

**LANDLORD: Southport Parkway 2, LLC**, a Nebraska limited liability company

BY: DocuSigned by:

*Willie Douglas*

B451BE8F687E4E7...

8/2/2023

Date

PRINT/TYPE

NAME/TITLE: **William J. Douglas, Manager**

**TENANT: Charred Southport, LLC**, a Nebraska limited liability company (d/b/a Charred Burger + Bar)

BY: DocuSigned by:

*Jason Kuhr*

CEC61058-5818-4397-A402-9C94C2071D95

July 28, 2023 | 3:05 PM CDT

Date

PRINT/TYPE

NAME/TITLE: **Jason Kuhr**

PERSONAL GUARANTY

As material and valuable consideration for **Southport Parkway 2, LLC**, a Nebraska limited liability company, its successors and assigns (the "Landlord"), to enter into the lease dated \_\_\_\_\_ (the "Lease") with **Charred Southport, LLC**, a Nebraska limited liability company (**d/b/a Charred Burger + Bar**) (the "Tenant"), concerning the Premises described in the Lease, the undersigned (collectively, the "Guarantor") hereby absolutely and unconditionally guarantees to Landlord: (i) prompt and full payment of all rent, expenses, fees and all other financial obligations of Tenant due to Landlord under the Lease; and (ii) prompt and complete performance of all other terms, conditions and covenants of the Tenant under the Lease.

Guarantor hereby waives notice of any default under the Lease and acknowledges and agrees that this Guaranty shall continue notwithstanding any assignment, extension, amendment or modification of, or any forbearance under the Lease, and Guarantor further waives notice of any such assignment, extension, amendment, modification or forbearance. Guarantor intends and agrees that this Guaranty shall remain effective and fully enforceable until full and complete payment and performance of all of Tenant's obligations under the Lease, including any modifications or extensions thereof.

Guarantor further agrees that Landlord may pursue all available remedies relative to this Guaranty without first proceeding against the Tenant. This Guaranty shall be binding upon the heirs, successors and personal representatives of the Guarantor and shall be construed according to Nebraska law. If more than one person or entity executes this Guaranty as Guarantor, the liability and obligation of each shall be joint and several.

July 28, 2023 | 4:43 PM CDT

Dated: \_\_\_\_\_

DocuSigned by:

*Jason Kuhr*

EDE523971B70447

By: \_\_\_\_\_

Jason Kuhr

2132 S 181st Circle

Home Address

Omaha, NE 68130

City, State, Zip

DocuSigned by:

*Abbigail Kuhr*

1E1E1A12563C40E

By: \_\_\_\_\_

Abbigail Kuhr

2132 S 181st Circle

Home Address

Omaha, NE 68130

City, State, Zip

By: \_\_\_\_\_

Tyler Mohr

Home Address

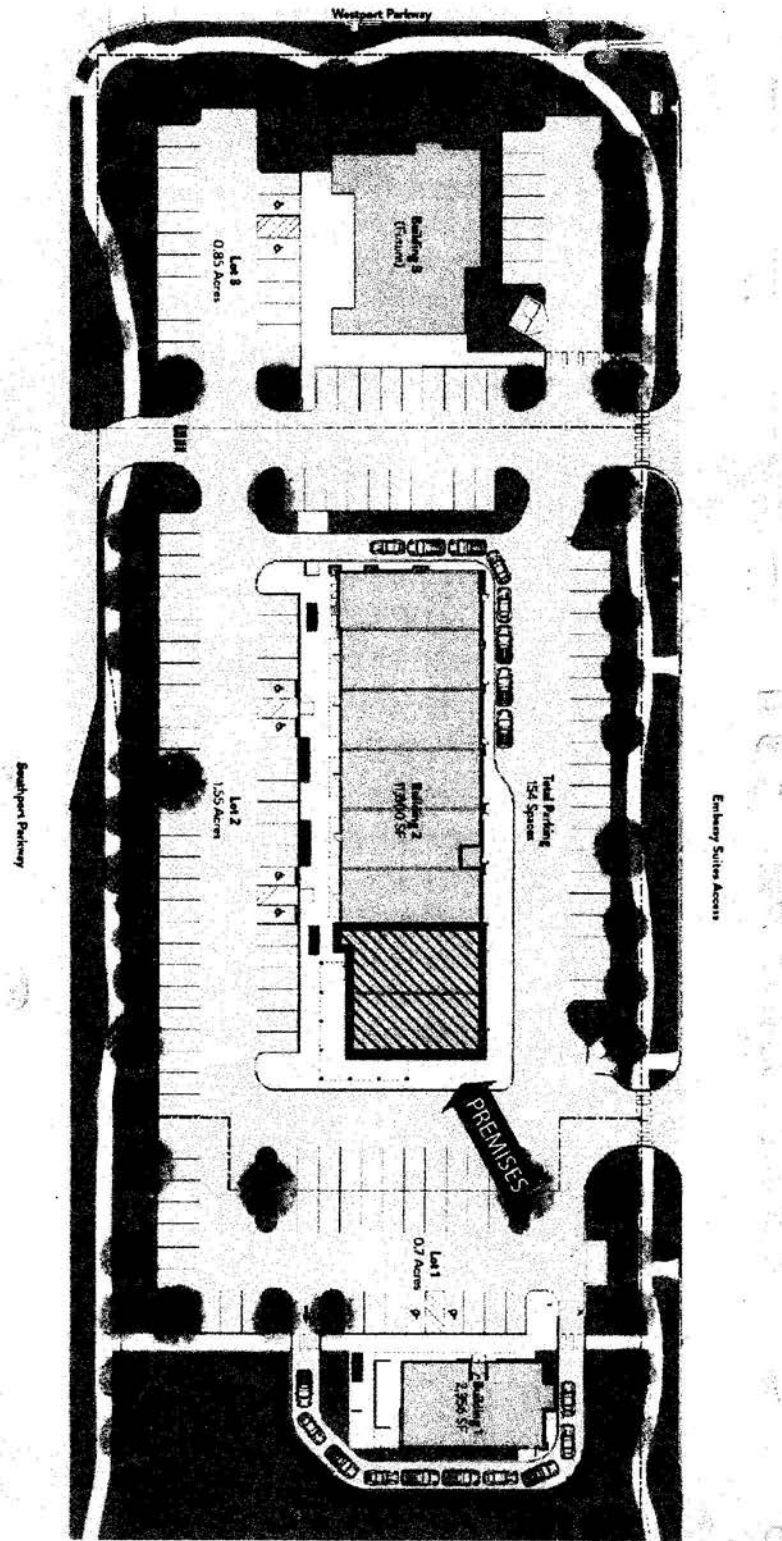
City, State, Zip

By: \_\_\_\_\_

Home Address

City, State, Zip

EXHIBIT "A"  
OUTLINE OF PREMISES





**EXHIBIT "B"**

**BUILDING RULES AND REGULATIONS**

- A. The entrances, corridors, passages, stairways and elevators shall be under the exclusive control of Landlord and shall not be obstructed or used by Tenant for any other purpose than ingress and egress to and from the Premises; and Landlord shall have the right to control ingress and egress to and from the Building at all times.
- B. Furniture, boxes or other heavy/bulky articles shall be carried by the freight elevator, if applicable, or by the stairways, in such a manner and at such hours as may be directed by Landlord.
- C. Heavy articles shall be placed by Tenant in such places only as may be first specified in writing by Landlord.
- D. Tenant shall not place nor permit to be placed any signs, advertisements or notices in or upon any part of the Building and shall not place merchandise or showcases in front of the Building or on the sidewalks or driveways outside the Building, or in the lobbies, corridors, stairwells or other common areas, without Landlord's express written consent, which may be withheld or conditioned in Landlord's sole discretion.
- E. Tenant shall not place any bumper stickers, or other advertising devices, including vehicles used for billboard purposes, on any vehicle parked in the parking area of the property without Landlord's express written consent, which may be withheld or conditioned in Landlord's sole discretion. Canvassing, soliciting and peddling in the Building are prohibited and Tenant will cooperate in preventing the same.
- F. Tenant shall not install nor operate any engine, boiler, generator, or machinery of any kind, nor carry on any mechanical business in said Premises nor place any explosive therein, nor use any kerosene or oils or burning fluids in the Premises without first obtaining the written consent of Landlord.
- G. All plumbing, electrical and heating, ventilation and air conditioning ("HVAC") work for and in the Premises requires Landlord's written consent to maintain the integrity of the Building's electrical, plumbing and HVAC systems.
- H. If Tenant requires additional wiring connections, Landlord may direct the electricians (procured by Tenant at Tenant's sole expense) as to where the wires are to be introduced and without such direction, no boring or cutting for wiring shall be permitted.
- I. Landlord shall have the right to exclude or eject from the Building animals of every kind (except service animals as defined by the ADA), bicycles, or any other wheeled vehicle except wheelchairs, and all canvassers and other persons who conduct themselves in such a manner as to be, in the judgment of Landlord, an annoyance to the tenants or a detriment to the Building.
- J. No additional locks shall be placed upon any doors of the Premises without first obtaining the written consent of Landlord and Tenant will not permit any duplicate keys to be made. If more than two keys for any door are desired, the additional number shall be paid for by Tenant. Upon termination of this lease Tenant shall surrender all keys of said Premises and of the Building and shall give to Landlord the combination of all locks on any vaults and safes.
- K. Tenant shall not allow any blinds, curtains, filing cases nor other articles to be placed against or near the glass in the partitions between the Premises and the corridors of the Building, without first obtaining the written consent of Landlord.
- L. Tenant shall not attach or hang any curtains, blinds, shades or screens to or in any window or door of the Premises, without Landlord's express written consent. Tenant shall not coat or tint the interior or exterior of any windows without the Landlord's express written consent. Tenant will not place any objects on the windowsills that cause, in Landlord's reasonable opinion, an aesthetically unacceptable appearance.
- M. Smoking and Vaping are prohibited in all areas of the Building, including the Premises, except that Landlord may, in its sole discretion, designate one or more areas on the property where smoking/vaping may be permitted.
- N. All water lines installed within the Premises, including but not limited to ice makers, coffee makers, water lines for refrigerators, water filtrations systems and dishwashers, must be either copper or stainless-steel braided lines and must be installed by a licensed plumbing contractor.
- O. In these Rules and Regulations, "Tenant" includes Tenant's employees, agents, invitees, licensees and others permitted by Tenant to access, use or occupy the Premises.
- P. Landlord shall have the right to make such other and further reasonable rules and regulations as, in the judgment of Landlord, may from time to time be needed for the safety, care and cleanliness and general appearance of the Premises and Building and for the preservation of good order therein.

**TELECOMMUNICATIONS RULES AND REGULATIONS FOR TENANTS**

The following are the guidelines for the use of the telecommunications closets (TC) in the building, if any. These policies shall be followed by all tenants with the only exception being existing conditions in Tenant's lease agreement. If there are any questions about what is allowed or not allowed to be installed in the building TC, please contact Landlord's facility manager.

- A. No tenant owned or leased telecommunications equipment of any kind shall be located in the telecommunications closets (TC), i.e., CATV and/or satellite equipment, or any high-speed internet connections, fiber or copper, PBXs, key service units, hubs, bridges, amplifiers, paging equipment, routers or patch panels. The TC's were not designed to contain computing or communication equipment. Nor will Landlord be held responsible for any damage or theft of tenant equipment in these areas. The TCs were designed to allow the connection to a carrier interface only.
- B. All telecommunications equipment and cabling owned and controlled by Tenant shall be located in Tenant's leased space. This gives Tenant complete control of access to its own equipment for security and maintenance reasons.
- C. All tenant owned equipment, blocks and brackets shall be installed in Tenant's space. If equipment, blocks and brackets are wall mounted, they shall be mounted on a non-combustible, 3/4" plywood backboard, painted with fire retardant paint matching the tenant room décor.
- D. Cable between the TC and tenant's equipment room shall be supported in an approved manner and meet all requirements for fire wall

penetration. Tenant connections to carrier interface in the TC shall be clearly labeled with tenant name and suite number.

E. All Tenant horizontal cabling installed within its leased space shall be installed as per current EIA/TIA 569 standards unless otherwise approved in writing by Landlord or Landlord's facility manager.

F. Upon vacating leased space, all telecommunications wire, cable and equipment shall be removed entirely by the vacating tenant, at the Landlord's discretion. No cables shall be left unterminated at either end or cut off at the wall and abandoned. Any cable or equipment left is to be upon written agreement only between Tenant and the facility manager.

G. All wire and cable installed above ceilings shall be plenum rated, properly supported on their hangers designed specifically for low voltage wire support, or if stricter, the local governing codes for such installations.

H. Tenant shall provide to the facility manager a diagram of Tenant's space showing all cable numbers and locations upon completion of any new cable systems installation.

I. Tenant shall provide to the facility manager a diagram of the existing cabling system showing locations and numbers prior to the space being vacated. This may assist Tenant and the property manager in deciding whether there is any value in leaving the cable system.

#### **TENANT MANAGED CONSTRUCTION RULES AND REGULATIONS**

In order that Tenant-managed construction is performed in a high quality, safe manner and to ensure that the integrity of the building systems and structural components are maintained, and the rights of other tenants are preserved, the following are general rules and requirements for all Tenant-managed construction projects in the Building.

A. Tenant must submit construction drawings (plans and specifications) to Landlord (or Landlord's Managing Agent) for approval a minimum of two (2) weeks prior to commencement of the project.

B. All space plans and construction drawings must be approved in writing by Landlord (or Landlord's Managing Agent) in writing prior to commencement of any construction.

C. Landlord reserves the right to restrict the life safety (sprinkler and fire alarm systems) and HVAC design and construction to its approved design engineers and or contractors.

D. Landlord reserves the right to restrict subcontractor selection for any trade performing work in the building.

E. The contractor shall complete work without disruption from labor disputes and in harmony with other trades and union affiliations.

F. Tenant must submit to Landlord (or Landlord's Managing Agent) the following items prior to the commencement of the project:

- Name, address, contact, and normal and emergency telephone numbers of the general contractor/construction management firm;
- Subcontractor list for approval, including address, contact, and normal and emergency telephone numbers;
- Certificates of Insurance from general contractor in compliance with insurance requirements of the Lease. Tenant, Landlord and Landlord's Managing Agent must be named additional insureds;
- Copies of all required permits and governmental approvals;
- Construction schedule;
- A schedule of values, identifying all contractors and subcontractors supplying services or materials of \$5,000 or more.

G. Tenant must schedule a project meeting with Managing Agent one (1) week prior to commencement of the project. Weekly or bi-weekly project meetings are required for major construction projects. Landlord's construction coordinator may attend meetings as deemed necessary. The construction coordinator must receive a copy of the minutes on a weekly or bi-weekly basis.

H. Independent air balancing of the HVAC system is required before the project is completed.

I. Testing of the sprinkler system and fire protection devices is required one (1) week prior to completion of the project and shall be coordinated with Landlord's Managing Agent.

J. All contractor work shall be performed in accordance with applicable laws and Landlord's rules and regulations for such work as well as Landlord's rules and regulations for the building and grounds.

K. Tenant's work shall be performed in such a manner and at such times as required so as not to disrupt the operation of the building and the normal operation of other tenants of the building. This shall include but not be limited to noise, vibration, odors, dust, obstruction of the common areas, use of elevators for movement of materials, etc.

L. All finishing work involving materials that emit offensive odors shall be performed during non-business hours in such a manner that any odors are evacuated from the building prior to normal business hours or at an off-site location. Tenant shall coordinate any such work with Landlord's Managing Agent.

M. Tenant shall be required to obtain and submit to Landlord final unconditional lien waivers from all general contractors, sub-contractors and material suppliers who provide materials or perform work in excess of \$5,000.00.

**EXHIBIT "C"**  
**TENANT SIGNAGE**

**EXTERIOR SIGN SPECIFICATIONS**

1. Signs shall be store and business name identification signs only. Placement of signs on building shall be by Landlord's consent and discretion. Sign copy shall be limited to the proper business name of the tenant.
2. Signs must be approved by the Landlord before manufacturing is begun or permits are executed.
3. The sign must not exceed 80% of bay width.
4. All signs shall be centered vertically and horizontally on allocated sign area.
5. Signs shall be individual channelized lettering attached to a raceway painted to match the exterior facade of the Building.
6. Corporate logos shall be allowed at Landlord's discretion and shall remain within the sign requirements.
7. Revisions to, or deviations from, these specifications and conditions, including re-allocation or relocation of assigned sign area shall be at Landlord's discretion.
8. No flashing or strobing signs.

**SIGN MANUFACTURING REQUIREMENTS**

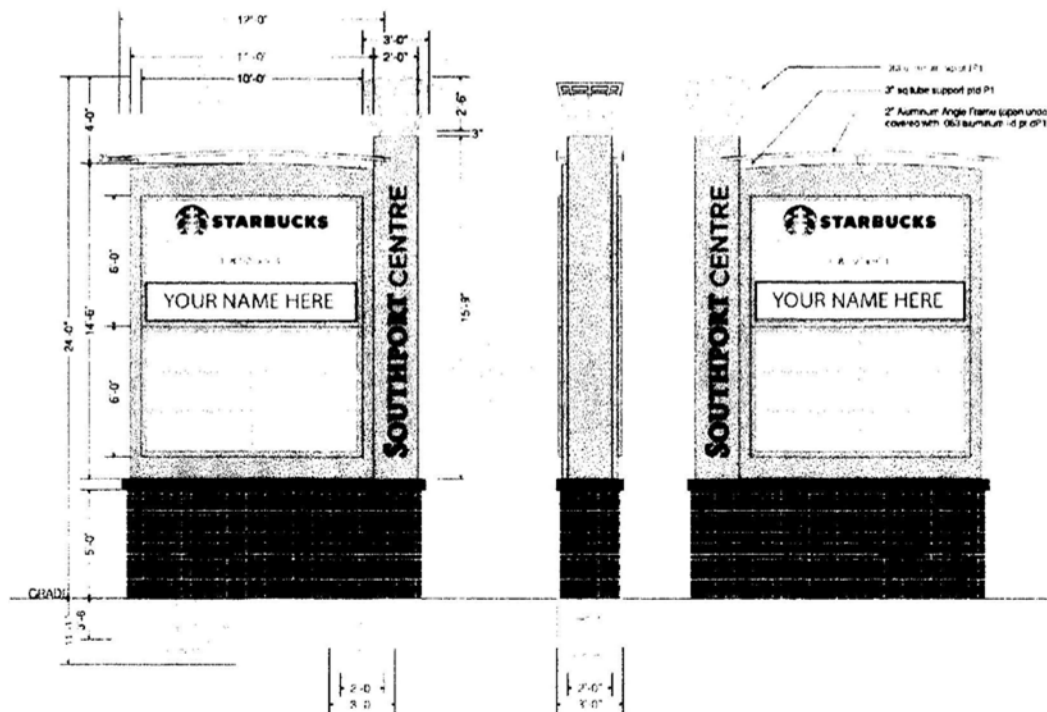
1. Only sign vendors approved by the Landlord shall be allowed to manufacture and install any exterior signage.
2. All signs shall be centered vertically and horizontally on allocated sign area.
3. All signage shall be individual channelized lettering attached to a raceway painted to match the exterior facade of the Building.

**SUBMITTALS AND APPROVAL**

1. Approval of sign drawings for Tenant's lease premises does not constitute approval of manufacturing and installation. Landlord's written approval of Tenant's proposed sign drawings is required.
2. Tenant shall submit drawings and specifications for all proposed sign work. Two (2) sets of drawings shall be submitted to Landlord. The drawings shall clearly show proposed graphics, logos, colors and position of sign on the building elevation.
3. Landlord shall return one (1) set of the sign drawings to the Tenant marked "Approved", "Approved as Noted", or "Disapproved". Drawings marked "Approved" or "Approved as Noted" and returned to Tenant shall be needed to obtain a sign permit from the city. The city will not approve the sign permit without a drawing marked with Landlord's approval. Drawings that have been marked as "Disapproved" are to be redesigned and resubmitted to the Landlord for approval. The Landlord will retain one (1) set of drawings.
4. No signage shall be manufactured or installed until the Landlord has returned a set of drawings marked as "Approved" or "Approved as Noted."
5. All permit applications shall be submitted and signed by the Landlord prior to being sent to the City of La Vista.

EXHIBIT "D"

CENTER IDENTIFICATION SIGNAGE



**LEGEND**

Tenant has right to place signage in the indicated space

**D/F MONUMENT SIGN**  
Scale 1/8" = 1'

**LIGHT FIXTURE**  
FRAME: 1" SQ TUB  
ALUM. ORN  
FACES: RIGIDLY BACKED WHITE ACRYLIC  
PAINT (P)  
LED TUB

**PILLAR**  
FRAME: ANG. ALUM.  
FACE: ROUNDED  
LETTERS: 1" WHITE PUSH-THRU  
VINYL OVERLAY (V)

**FOOTING**  
12" DIA. 4" DIA. STEEL PIER  
2" DIA. 12" CIRCULAR CONCRETE FOOTINGS

**V1** MP 30136 BR ALUM

Southport: 126th & Southport Pkwy	Customer Name	<b>SIGNWORKS INC.</b>
726 7714	Herb Clausen	126th & Southport Pkwy, Southport, WI 53087-1400, (262) 338-1000, www.signworksusa.com
32729c		A Family Tradition of Quality Signs Since 1935



## **Business Plan**

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**12434 Southport Parkway  
La Vista NE, 68128  
[www.charredburgers.com](http://www.charredburgers.com)**

### ***Business Plan Executive Summary***

Charred Burger + Bar is a local, casual, full service restaurant. Established in 2017 in Omaha, Nebraska by Jason Kuhr and Tyler Mohr. At Charred we strive to give our guests the best service and food that we possibly can. Our Mission is simple, to create an amazing experience for our guests. We do this: by using superior ingredients, to making wonderfully tasting food and drinks; by employing proper serving techniques to create that amazing guest experience; and by having a structured and a fun place for our employees to work, and everyone knows that a happy employee makes a happy guest.

Since opening in April of 2017 in Omaha and April 2021 in Lincoln, Charred has built an excellent relationship with the Omaha and Lincoln residents alike. As a company we look forward to building such relationships again in La Vista with our new store in the Southport Development. We are excited to replicate our current full-service concept to add another local option to what such a wonderful area is already.

We will replicate our current model of full-service restaurants in Omaha and Lincoln and will provide approximately 40 jobs. Our vision is to recreate the Charred concept and bring multiple locations to both Lincoln and Omaha. With the ultimate goal of providing franchising opportunities. There is nothing that would please us more than being able to provide the means to help a young entrepreneur realized their own dreams.

We are very proud of what we have done with the Charred concept and hope that you will help us realize our dreams to serve and provide jobs to the communities that we are in.

Thank you for your consideration:

Jason Kuhr and Tyler Mohr

<b>Business Name</b>	Charred Burger + Bar
<b>Company Mission Statement</b>	To provide our guests with phenomenal value through great food and service.
<b>Company Philosophy/ Vision</b>	To give the best service and food to the communities we are in and serve.
<b>Target Market</b>	Anyone who loves a great burger.
<b>Industry/ Competitors</b>	<ol style="list-style-type: none"> <li>1. Red Robin</li> <li>2. McDonalds</li> <li>3. Five Guys</li> </ol>
<b>Legal Structure</b>	LLC
<b>Company History</b>	Jason Kuhr and Tyler Mohr are the managing members and Charred was started in April of 2017.
<b>Strengths/Core Competencies</b>	Great Food. Great. Drinks. Great Service. Great Atmosphere.
<b>Challenges</b>	Get, Train and Grow successful staff members.
<b>Company Goals/Plans</b>	To own and operate multiple location and franchise when available.

## Yates, Hannah

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**From:** Jason Kuhr <jason@ambrosiarestaurantgroup.com>  
**Sent:** Monday, February 5, 2024 12:41 PM  
**To:** Yates, Hannah  
**Subject:** Re: 126266 Charred Burger & Bar - NEW APPLICATION

You don't often get email from jason@ambrosiarestaurantgroup.com. [Learn why this is important](#)  
Hannah

The lease commencement date was 9/01/2023. As for the background check, we have fingerprint cards on file from less than 2 years ago for another liquor license for O&H OPP LLC. I was told we did not need to pay the \$45.25 fee to the State Patrol because of that. Please confirm if that is correct or if I still need to make that payment.

Thanks

Jason

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**From:** Yates, Hannah <Hannah.Yates@nebraska.gov>  
**Sent:** Monday, February 5, 2024 11:37 AM  
**To:** jason@ambrosiarestaurantgroup.com <jason@ambrosiarestaurantgroup.com>  
**Subject:** 126266 Charred Burger & Bar - NEW APPLICATION

Your liquor license application has been received and has been assigned to me for processing.

This process takes about 60 – 90 days to complete **once all application items are received.**

Upon initial review, the following items need to be submitted or corrected:

1. **I need your lease commencement date.**

**Please include the liquor license number and/or name of your business on all communications.**

**\*\*\*BE SURE THAT YOU HAVE PAID THE FEE FOR THE BACKGROUND CHECK TO THE NEBRASKA STATE PATROL.**

**YOUR APPLICATION WILL NOT PROCEED UNTIL THE BACKGROUND CHECK FEE HAS BEEN PAID TO THE NEBRASKA STATE PATROL\*\*\***

I will be performing a more indepth review of your application in the next few business days. I will let you know if I have any questions or need further information.



If you have any questions feel free to contact me at [Hannah.yates@nebraska.gov](mailto:Hannah.yates@nebraska.gov) or 402.471.2735.

Thank you,

**Hannah Yates**

Licensing Division Specialist  
Nebraska Liquor Control Commission  
(402) 471-2735  
(402) 471-2814 fax  
301 Centennial Mall South  
Lincoln, NE 68509-5046  
[www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MARCH 19, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
REDEVELOPMENT PLAN FOR THE 84 <sup>TH</sup> STREET REDEVELOPMENT AREA – AMENDMENT NO. 3	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled with respect to the proposed Redevelopment Plan for the 84th Street Redevelopment Area - Amendment No. 3 (“Amendment No. 3”). A proposed resolution is presented for the La Vista Community Development Agency (“Agency”) to recommend Amendment No. 3 to the City Council for approval.

**FISCAL IMPACT**

Funds are budgeted for public improvements and expenditures in the 84<sup>th</sup> Street Redevelopment Area, and such budgeted amounts, public improvements and expenditures are not modified by this Amendment No. 3.

**RECOMMENDATION**

Approval, subject to City Council adoption of a proposed amendment to the Comprehensive Development Plan to incorporate Amendment No. 3 into the Comprehensive Plan.

**BACKGROUND**

The Mayor and City Council in 2012 after satisfying all applicable requirements declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment (“Redevelopment Area”) and created the La Vista Community Development Agency (“Agency”), governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings. To eliminate and prevent recurrence of the substandard and blighted area and with Planning Commission recommendations, the Agency recommended, and the City Council subsequently approved, the *Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area* (“Initial Redevelopment Plan”), Amendment No. 1 and Amendment No. 2 in 2013, 2016 and 2020, respectively, (the Initial Redevelopment Plan, as amended by Amendment No. 1 and Amendment No. 2, is referred to in this council report as “Redevelopment Plan”), which among other things included and further refined a mixed use redevelopment project and a public improvement redevelopment project within the Redevelopment Area. The Comprehensive Development Plan (“Comprehensive Plan”), which is the general plan for development of the City as a whole, also was amended with the recommendation of the Planning Commission in 2013, 2016, and 2020 to incorporate the Initial Redevelopment Plan, Amendment No. 1, and Amendment No. 2, and accordingly the Initial Redevelopment Plan, Amendment No. 1, and Amendment No. 2 each was in conformity with the Comprehensive Development Plan and general plan for development of the City as a whole.

An additional proposed amendment to the Redevelopment Plan, titled “Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 3” (“Amendment No. 3”) is presented at this meeting among other things

to modify certain minimum requirements with respect to private improvements to be constructed within the Mixed Use Redevelopment Project Area and allow additional multiple family residential instead of retail uses for a portion of the street level of the building on Lot 14, La Vista City Centre as provided in the Third Amendment to Subdivision Agreement incorporated into Redevelopment Plan Amendment No. 3, and to modify certain Design Standards as provided in the Third Amendment to Redevelopment Agreement incorporated into such Amendment No. 3. A proposed amendment to the Comprehensive Plan also is presented at this meeting that would incorporate Amendment No. 3 into the Comprehensive Plan (“Comprehensive Plan Amendment”).

The Planning Commission after notice and public hearing on February 29, 2024 reviewed and voted unanimously to recommend to the Agency and governing body of the City Amendment No. 3 as in conformity, and conformity of the Redevelopment Plan as amended by Amendment No. 3, with the Comprehensive Plan, subject to, among other things, City Council adoption of an amendment to the Comprehensive Plan to incorporate Amendment No. 3 into the Comprehensive Plan. The Planning Commission after notice and public hearing on February 29, 2024 also voted unanimously to recommend City Council approval of the Comprehensive Plan Amendment to incorporate Amendment No. 3, subject to, among other things, City Council adoption of Amendment No. 3. Such recommendations of the Planning Commission are on file with the Agency and City Council pursuant to a Certificate of the Chairman of the Planning Commission.

A proposed resolution is presented for the Agency to recommend Amendment No. 3 to the City Council for approval.

CERTIFICATE  
CITY OF LA VISTA  
PLANNING COMMISSION

The undersigned Chairman of the City of La Vista Planning Commission hereby certifies as follows:

The Planning Commission at its duly called, noticed and convened meeting on February 29, 2024 at which a quorum was present received from the La Vista Community Development Agency ("Agency") proposed Amendment No. 3 to the Redevelopment Plan "84<sup>th</sup> Street Redevelopment Area" as previously amended ("Redevelopment Plan Amendment No. 3") for review and recommendations as to its conformity and conformity of the Redevelopment Plan as amended by Redevelopment Plan Amendment No. 3 with the general plan for the development of the City as a whole, as provided in the La Vista Comprehensive Plan. The Planning Commission, after notice and hearing, reviewed Redevelopment Plan Amendment No. 3 and approved a Resolution recommending to the Agency and governing body of the City of La Vista Redevelopment Plan Amendment No. 3 presented at the meeting as in conformity, and conformity of the Redevelopment Plan as amended by such Redevelopment Plan Amendment No. 3, with the La Vista Comprehensive Plan, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) City Council adoption of an amendment to the Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 3 into the Comprehensive Plan, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate. Motion to approve said Resolution was made by Planning Commission Member Gayle Malmquist, which motion was seconded by Planning Commission Member John Gahan. After consideration, the roll was called and the following members voted in favor of the passage and adoption of said Resolution: Gayle Malmquist, Harold Sargus, John Gahan, Josh Frey, Mike Circo, Debra Dogba, Michael Kryzwicki. The following members voted against the same: (none). The following members were absent or did not vote: Kathleen Alexander, Patrick Coghlan. The passage of said Resolution having been


consented to by a majority of the members of the Planning Commission, the Chairman declared the Resolution duly passed and adopted.

The Planning Commission, after notice and hearing, also considered and approved a Resolution recommending that the City Council amend the La Vista Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 3 into the Comprehensive Plan ("Comprehensive Plan Amendment"), in form and content satisfactory to the City Administrator or the City Administrator's designee, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) Agency recommendation and City Council adoption of Redevelopment Plan Amendment No. 3, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate. Motion to approve said Resolution was made by Planning Commission Member Gayle Malmquist, which motion was seconded by Planning Commission Member Josh Frey. After consideration, the roll was called and the following members voted in favor of the passage and adoption of said Resolution: Gayle Malmquist, Harold Sargus, John Gahan, Josh Frey, Mike Circo, Debra Dogba, Michael Kryzwicki. The following members voted against the same: (none). The following members were absent or did not vote: Kathleen Alexander, Patrick Coghlan. The passage of said Resolution having been consented to by a majority of the members of the Planning Commission, the Chairman declared the Resolution duly passed and adopted.

On this date, this Certificate and recommendations are hereby filed with the Agency and City Council.

DATED this 29th day of February, 2024.

CITY OF LA VISTA PLANNING COMMISSION

  
Chairman

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

A RESOLUTION OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY ADOPTING AND RECOMMENDING AMENDMENT NO. 3 TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA PURSUANT TO NEBRASKA STATUTES, SECTIONS 18--2101 THROUGH 18-2157.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council, as the governing body of the La Vista Community Development Agency, ("Agency") do hereby find, determine, declare and approve as follows:

- I. **FINDINGS.** The Mayor and City Council hereby find and determine as follows:
  - A. The La Vista Comprehensive Plan, Updated December 2018, as amended November 21, 2023 ("Comprehensive Development Plan" or "Comprehensive Plan") is the general plan for the development of the City as a whole as amended.
  - B. The Mayor and City Council in 2012 after satisfying all applicable requirements declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment ("Redevelopment Area").
  - C. To eliminate and prevent recurrence of the substandard and blighted area and upon public hearings and recommendations of the Agency and Planning Commission, the City, following public hearings, approved a Redevelopment Plan "84th Street Redevelopment Area" in 2013 ("2013 Redevelopment Plan"), Amendment No. 1 to the Redevelopment Plan in 2016 and Amendment No. 2 in 2020 (such 2013 Redevelopment Plan, as amended by Amendment No. 1 and Amendment 2, is referred to herein as "Redevelopment Plan"), which among other things included and further refined a mixed-use redevelopment project and a public improvement redevelopment project within the Redevelopment Area.
  - D. Following public hearings and recommendations of the Planning Commission, the Comprehensive Development Plan at each point described in "C" above was contemporaneously amended to incorporate the 2013 Redevelopment Plan, Amendment No. 1 and Amendment No. 2, and accordingly the 2013 Redevelopment Plan, Amendment No. 1, Amendment No. 2, and the Redevelopment Plan as amended, each was in conformity with the Comprehensive Development Plan and general plan for development of the City as a whole.
  - E. Proposed "Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 3" is presented at this meeting as prepared or caused to be prepared by the Agency ("Amendment No. 3"), which Amendment No. 3 provides further specification with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project within the Redevelopment Area. Amendment No. 3 shall supersede and control over any provisions of the Redevelopment Plan to the extent any provision of such Redevelopment Plan is inconsistent with Amendment No. 3, and all provisions of such Redevelopment Plan are deemed revised, modified, and amended to be consistent with

the provisions of Amendment No. 3. Terms and conditions of the Redevelopment Plan shall continue in effect except as modified by Amendment No. 3.

- F. The Agency, in recommending and adopting the 2013 Redevelopment Plan, designated the substandard and blighted 84<sup>th</sup> Street Redevelopment Area as appropriate for one or more renewal projects, which designation the Agency ratified and affirmed in Amendment No. 1 and Amendment No. 2, and hereby ratifies and affirms in connection with recommendation and adoption of Amendment No. 3. Accordingly, the 84th Street Redevelopment Area is a community redevelopment area, and all works and undertakings in such Area pursuant to Amendment No. 3, the Redevelopment Plan, Mixed Use Redevelopment Project, Public Improvement Redevelopment Project, or Neb. Rev. Stat. Sections 18-2101 through 18-2157 ("Community Development Law") constitute one or more redevelopment projects. Furthermore, the Agency, in recommending and adopting Amendment No. 1, designated the 84th Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of an occupation tax, which designation the Agency ratified and affirmed in connection with recommendation and adoption of Amendment No. 2 and hereby ratifies and affirms in connection with recommendation and adoption of Amendment No. 3 and may be carried out from time to time in one or more actions, enhanced employment area(s), and occupation taxes as determined and approved by the City.
- G. City Staff proposes by separate action of the Mayor and City Council on behalf of the City an amendment to the Comprehensive Development Plan to incorporate Amendment No. 3, as finally approved, into the City's Comprehensive Development Plan ("Proposed Comprehensive Plan Amendment").
- H. The proposed modification of the Redevelopment Plan as represented in Amendment No. 3 and Redevelopment Plan as amended:
  - 1. Is for one or more community redevelopment areas, or redevelopment projects, which conforms to the general plan for the development of the City as a whole, as set forth in the City's Comprehensive Development Plan, subject to City Council approval of the Proposed Comprehensive Plan Amendment, and is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements, and
  - 2. Is sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in each redevelopment project area, and
  - 3. Includes among other things:
    - a. The boundaries of each redevelopment project area, with a map showing the existing uses and condition of the real property therein,
    - b. A land-use plan showing proposed uses of each area,

- c. Information regarding standards of population densities, land coverage and building intensities in each area after redevelopment,
  - d. A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinance.
  - e. A site plan of each area,
  - f. A statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in each area after redevelopment, and
  - g. A proposal for the designation of an enhanced employment area as provided in Amendment No. 2.
- I. The Agency submitted said Amendment No. 3 to the Planning Commission of the City of La Vista for review and recommendations as to its conformity with the general plan for development of the City as a whole as set forth in the Comprehensive Development Plan of the City, subject to adoption of the Proposed Comprehensive Plan Amendment. The Planning Commission, after required notice, held a public hearing on proposed Amendment No. 3. The Planning Commission after said hearing reviewed proposed Amendment No. 3 and, taking into consideration all relevant factors including the Proposed Comprehensive Plan Amendment and any public comments at the public hearing, made findings and written recommendations with respect to proposed Amendment No. 3, including that proposed Amendment No. 3 (and the Redevelopment Plan as amended by Amendment No. 3) is in conformity with the general plan for the development of the City as a whole as set forth in the Comprehensive Development Plan of the City, subject to various conditions including City Council adoption of the Proposed Comprehensive Plan Amendment, and the Planning Commission recommended Amendment No. 3 for approval. The findings and written recommendations were submitted and presented to the Agency, as well as to the City Council with proposed Amendment No. 3, as on file with the City Clerk. The Planning Commission also considered and recommended the Proposed Comprehensive Plan Amendment for approval.
- J. The Agency, before recommending Amendment No. 3 to the City Council for approval, considered, and in making such recommendation determined, the following in connection with the additions, subtractions, and modifications made by said amendment, and the Redevelopment Plan as amended by Amendment No. 3: Whether the proposed land uses and building requirements in each redevelopment project area are designed with the general purpose of accomplishing, in conformance with the City's general plan as set forth in the City's Comprehensive Development Plan (subject to City Council adoption of the Proposed Comprehensive Plan Amendment), a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight. Factors considered include, without limitation, the following:



1. Proposed public improvements, including without limitation public street, intersection, and offstreet parking improvements, will make adequate provision for traffic and vehicular parking.
2. Buildings and other improvements will be designed and constructed in accordance with applicable fire and safety codes, which will promote safety from fire, panic, and other dangers.
3. Planned public and private recreational, entertainment, and community areas and facilities, and placement of buildings of the Mixed Use Redevelopment Project will be designed to provide for light and air, and promote healthful and convenient distribution of population.
4. The type of mixed use redevelopment and its proximity to Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to other major streets and I-80 is anticipated to facilitate commuting and traffic flow, and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The Mixed Use Redevelopment Project also will include adequate water, sewerage, and other public utilities. The projects will be located in close proximity to area schools, and all La Vista residents will be able to enjoy improvements in the vicinity of the former La Vista Falls golf course and other recreational areas.
5. The proposed projects provide and promote sound design and arrangement of public and private facilities and improvements that will benefit all La Vista residents.
6. Expenditures of public funds and proposed works and improvements will be wise and efficient in eliminating and preventing recurrence of substandard, blighted, insanitary and unsafe accommodations, conditions, facilities, and areas.

Provisions of Amendment No. 1 involving the Mixed Use Redevelopment Project included the division of taxes as provided in Neb. Rev. Stat. Section 18-2147 ("TIF") and a cost-benefit analysis was conducted, as updated in connection with Amendment No. 2, using a cost-benefit model developed for use by local projects and considering and analyzing the following factors:

1. Tax shifts resulting from the division of taxes as provided in Neb. Rev. Stat. Section 18-2147,
2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of such provisions of the redevelopment project,
3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project,
4. Impacts on other employers and employees within the City and the immediate area that are located outside the boundaries of the area of the redevelopment project,
5. Impacts on the student populations of the school districts within the City, and

6. Any other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from provisions of the redevelopment project.

Such cost-benefit analysis, as updated, shall be and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project, and, because it is based on a Maximum Redevelopment Loan Amount to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, it shall be and be deemed to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. The Mayor or City Administrator or his or her designee on behalf of the Agency shall be authorized to conduct any additional cost-benefit or other analysis from time to time as determined in his or her discretion necessary or appropriate in connection with any proposed TIF.

Additional updates to such cost-benefit analysis are not proposed in connection with Amendment No. 3, the current cost-benefit analysis shall continue as and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project, as amended by Amendment No. 3, and, because it is based on a Maximum Redevelopment Loan Amount, as amended by the Second Amendment to Redevelopment Agreement incorporated into the Redevelopment Plan, to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, it shall continue as and be deemed to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project.

- K. All applicable requirements of the Agency with respect to proposed Amendment No. 3, including any notice or hearing requirements, have been satisfied.

II. RECOMMENDATION OF AMENDMENT NO. 3. Based on the foregoing and all other relevant factors, including any public comment at the public hearing, the Agency adopts and recommends Amendment No. 3 to the City Council for approval, subject to City Council adoption of the Proposed Comprehensive Plan Amendment, and further subject to satisfaction of all applicable requirements as the Mayor or City Administrator or his or her designee determines necessary or appropriate to carry out provisions of Amendment No. 3. This recommendation includes the following:

- A. The recommendation of the Planning Commission concerning Amendment No. 3; and
- B. Ratification and approval of the following statements in connection with Amendment No. 2:
  1. The proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area(s), and estimated proceeds or revenue from its disposal to redevelopers;
  2. The proposed method of financing portions of the redevelopment projects; and
  3. A feasible method proposed for the relocation of families to be displaced from the redevelopment project areas, if any. No relocation of families is expected.
- C. By recommending Amendment No. 3, the Agency ratifies and affirms its agreement with the City Council in connection with prior approvals of the Redevelopment Plan for the imposition of

one or more occupation taxes for one or more enhanced employment areas within the 84th Street Redevelopment Area as the City Council from time to time determines in its sole discretion.

III. FURTHER ACTIONS. The Mayor or City Administrator or his or her designee, in addition to any other person specified in Amendment No. 3, the Redevelopment Plan, as amended, any redevelopment contract, applicable law, or otherwise, is hereby authorized to take such further actions on behalf of the Agency as he or she determines necessary or appropriate to implement Amendment No. 3 or the Redevelopment Plan as amended, or to carry out the actions approved in this Resolution.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2024.

LA VISTA COMMUNITY DEVELOPMENT  
AGENCY

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## **Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area Amendment No. 3**

The Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area (“Redevelopment Area”) originally adopted on July 16, 2013 by the City Council of the City of La Vista, Nebraska and subsequently amended by Amendment No. 1 and Amendment No. 2, (such Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as “Redevelopment Plan”) is hereby further amended by this Amendment No. 3 to add, subtract, modify or provide further specifications with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or the Public Improvement Redevelopment Project within the Redevelopment Area, and related redevelopment plan provisions (“Amendment”).

### **Preliminary Statement**

Before adopting the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, the entire Redevelopment Area in 2012 was declared by City Council Resolution No. 12-011, in accordance with all applicable statutory requirements, substandard and blighted and in need of redevelopment. The substandard and blighted Redevelopment Area is a threat to the stability and vitality of the City.

The Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area was adopted in 2013. Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and related Redevelopment Agreement and Subdivision Agreement, were adopted in 2016 (the “2016 Redevelopment Agreement” and “2016 Subdivision Agreement”), among other things, to provide for a Mixed Use Redevelopment Project and a Public Improvement Redevelopment Project in the Redevelopment Area and eliminating and preventing recurrence of the substandard and blighted area. The 2016 Redevelopment Agreement subsequently was amended by a First Amendment in 2017 and Second Amendment in 2021 (the 2016 Redevelopment Agreement, as amended by such First Amendment and Second Amendment, is referred to herein as “Redevelopment Agreement”). The 2016 Subdivision Agreement subsequently was amended by a First Amendment to Subdivision Agreement in 2019 and Second Amendment in 2021 (the 2016 Subdivision Agreement, as amended by such First Amendment and Second Amendment, is referred to herein as “Subdivision Agreement”). Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area incorporated the Second Amendment to the Subdivision Agreement and Second Amendment to the Redevelopment Agreement.

The CDA, in initially recommending and adopting the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, designated the substandard and blighted Redevelopment Area as appropriate for one or more renewal projects, which designation the CDA ratified and affirmed in recommending and adopting Amendment No. 1 and Amendment No. 2 to such Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and hereby ratifies and affirms in connection with recommendation and adoption of this Amendment. Accordingly, the Redevelopment Area is a community redevelopment area. All works or undertakings pursuant to this Amendment or the Redevelopment Plan, Mixed Use Redevelopment Project, or Public Improvement Redevelopment Project, as amended, or otherwise in accordance with the Community Development Law constitute

redevelopment projects under Neb. Rev. Stat. Section 18-2103. The CDA, in recommending and adopting Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, also designated the 84<sup>th</sup> Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of an occupation tax, which designation the CDA ratified and affirmed in recommending and adopting Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and hereby ratifies and affirms in connection with recommendation and adoption of this Amendment, and may be carried out from time to time in one or more actions, enhanced employment area(s), and occupation taxes as determined and approved by the City.

CDA and City desire to further amend the Redevelopment Plan to add, subtract, modify or provide further specifications with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or the Public Improvement Redevelopment Project within the Redevelopment Area, and related redevelopment plan provisions. The Redevelopment Plan, Mixed Use Redevelopment Project, Public Improvement Redevelopment Project, and related redevelopment plan provisions are revised as provided in this Amendment. In addition to, and not in limitation of, any other finding or determination of the CDA or City, the CDA and City by recommending and adopting this Amendment find and determine that public and private actions, improvements, works, and resources as provided in this Amendment are in the public interest and necessary to eliminate and prevent recurrence of the substandard and blighted area. The projects provided in this Amendment have the potential to be catalysts for other projects to eliminate and prevent recurrence of the substandard and blighted Redevelopment Area, and to enhance or provide new residential, employment, shopping, recreational, restaurant, tourism, and entertainment options and amenities of and to the City and its residents, and additional tax revenues to the City.

### **Section 1. City Centre Mixed Use Redevelopment Project.**

A Third Amendment to the Redevelopment Agreement (“Third Amendment to Redevelopment Agreement”) is presented with this Amendment or on file with the City Clerk. Such Third Amendment to Redevelopment Agreement, substantially in form and content set forth in Exhibit 1 to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable, and the Redevelopment Agreement as amended by the Third Amendment to Redevelopment Agreement, are incorporated into this Amendment by reference (the Redevelopment Agreement as amended by the Third Amendment to Redevelopment Agreement is referred to in this Amendment as the “Amended Redevelopment Agreement”), and the Mixed Use Redevelopment Project and all Redevelopment Plan provisions are amended in accordance with such Third Amendment to Redevelopment Agreement and Amended Redevelopment Agreement.

The Redevelopment Plan, among other things, provided for Mixed Use Improvements pursuant to the Mixed Use Redevelopment Project constructed and paid for by Redeveloper, including use of tax increment financing (“TIF”) for Eligible Expenses. The CDA or its designee conducted a Cost-Benefit Analysis for the Mixed Use Redevelopment Project, as updated in connection with the Second Amendment to the Redevelopment Agreement, whose Redevelopment Plan included the use of funds authorized by Neb. Rev. Stat. Section 18-2147 based on all phases and the Maximum Redevelopment Loan Amount and using a model satisfactory to the City Administrator or her

designee on behalf of the CDA for use by local projects and considering and analyzing applicable factors, including factors specified in Neb. Rev. Stat. Section 18-2113(2). The Cost-Benefit Analysis, as updated, constitutes the cost-benefit analysis for the Mixed Use Redevelopment Project and, because it is based on a Maximum Redevelopment Loan Amount to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, constitutes the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. In conducting the cost-benefit analysis, a cost-benefit model developed for use by local projects considered and analyzed the following factors:

- (a) Tax shifts resulting from the division of taxes as provided in Neb. Rev. Stat. Section 18-2147;
- (b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of such provisions of the redevelopment project;
- (c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;
- (d) Impacts on other employers and employees within the City and the immediate areas that are located outside the boundaries of the area of the redevelopment project;
- (e) Impacts on the student populations of the school districts within the City; and
- (f) Any other impacts determined by the CDA to be relevant to the consideration of costs and benefits arising from the redevelopment project.

Additional updates to the Cost-Benefit Analysis are not proposed in connection with this Amendment, and the current Cost-Benefit Analysis shall continue as and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project, as amended by this Amendment, and, because it is based on a Maximum Redevelopment Loan Amount, as amended by the Second Amendment to Redevelopment Agreement incorporated into the Redevelopment Plan, to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, shall be and be deemed to continue to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. The City Administrator or her designee on behalf of the CDA shall be authorized to conduct or have conducted any additional cost-benefit or other analysis from time to time as such City Administrator or designee determines in her or his discretion necessary or appropriate with respect to any proposed TIF.

## **Section 2. Public Improvement Redevelopment Project.**

The Third Amendment to Subdivision Agreement (“Third Amendment to Subdivision Agreement”) is presented with this Amendment or on file with the City Clerk. Such Third Amendment to Subdivision Agreement, substantially in form and content set forth in Exhibit 2 to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable, and the Subdivision Agreement as amended by the Third Amendment to Subdivision Agreement, are incorporated into this Amendment by

reference (the Subdivision Agreement as amended by the Third Amendment to Subdivision Agreement is referred to herein as “Amended Subdivision Agreement”), and the Public Improvement Redevelopment Project and all related Redevelopment Plan provisions are amended in accordance with such Third Amendment to Subdivision Agreement and Amended Subdivision Agreement.

### **Section 3. Other**

A. This Amendment shall be conditional on execution and recording of the Third Amendment to Redevelopment Agreement and Third Amendment to Subdivision Agreement substantially in form and content set forth in exhibits to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable.

B. All improvements and all acquisitions and conveyances of all real property and interests therein of the City or CDA as the City, CDA, City Administrator, or City Engineer from time to time determines necessary or appropriate to carry out this Amendment or the Redevelopment Plan, as amended by this Amendment, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area, are authorized and approved.

C. At the option of the City or CDA, parcels or improvements described in this Amendment may be financed (including, without limitation, financing pursuant to Neb. Rev. Stat. Section 18-2147), developed, or constructed together with, or separately from, one or more other parcels or improvements under the Redevelopment Plan as amended by this Amendment; and any of which done separately shall constitute a separate redevelopment project and plan that shall be carried out in accordance with the Redevelopment Plan as amended by this Amendment and any applicable redevelopment contract, subdivision agreement, or other agreements, documents, or instruments. To the extent that a redevelopment plan authorizes the division of ad valorem taxes levied upon only a portion of the real property included in such redevelopment plan, any improvements funded by such division of taxes shall be related to, determined, and carried out in accordance with the redevelopment plan that authorizes such division of taxes.

D. Notwithstanding anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, the City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Sections 19-3301 et seq, 66-4,101, and 77-27,142, and various provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise its statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the Redevelopment Plan as amended by this Amendment, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all applicable statutory powers and authority to carry out this Amendment, the Redevelopment Plan as amended by this

Amendment, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council, if any. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to the Redevelopment Plan as amended by this Amendment, or any subsequent amendment, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, or fund the redevelopment projects, improvements, works, costs, or expenses under the Redevelopment Plan as amended by this Amendment.

E. The general plan for development of the City as a whole is the City's Comprehensive Plan. The Comprehensive Plan incorporates the Redevelopment Plan, and in conjunction with this Amendment is amended to incorporate this Amendment. Accordingly, CDA in recommending this Amendment finds and determines that this Amendment, and the Redevelopment Plan as amended by this Amendment, is in conformity with the general plan for development of the City as a whole as set forth in the City's Comprehensive Plan.

F. CDA approval and recommendation of this Amendment to the City, and City approval of this Amendment and any City Comprehensive Plan amendment incorporating this Amendment, among other things, shall constitute and be deemed to be:

1. Findings and determinations that this Amendment, and the Redevelopment Plan as amended by this Amendment, is sufficiently complete to indicate such land acquisition, demolition, and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements; and its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in the redevelopment project areas; and
2. Following the hearings required under Neb. Rev. Stat. Section 18-2115, findings and documentation in writing by the governing body of the City that this Amendment, and the Redevelopment Plan as amended by this Amendment, is feasible and in conformity with the general plan for development of the City as a whole as set forth in the City's Comprehensive Plan, as amended by incorporation of this Amendment, and in conformity with the legislative declarations and determinations set forth in the Community Development Law.

G. The Mixed Use Redevelopment Project and related Redevelopment Plan provisions, as previously approved, provide for use of funds authorized by Neb. Rev. Stat. Section 18-2147 and include findings and documentation in writing by the governing body of the City that:



1. Such Mixed Use Redevelopment Project in the Redevelopment Plan as amended by this Amendment would not be economically feasible without the use of tax-increment financing,

2. Such Mixed Use Redevelopment Project would not occur in the community redevelopment area without the use of tax-increment financing, and

3. The costs and benefits of such Mixed Use Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and have been found to be in the long-term best interest of the community impacted by such redevelopment project.

This Amendment does not add, subtract or modify use of funds previously authorized under Neb. Rev. Stat. Section 18-2147 with respect to the Mixed Use Redevelopment Project and related Redevelopment Plan provisions; and by approving this Amendment, the governing body of the City hereby ratifies and affirms the findings and documentation previously provided with respect to the Mixed Use Redevelopment Project, related Redevelopment Plan provisions and three enumerated items of this subsection G above.

H. The City or CDA from time to time shall be authorized, but not required, to issue, sell, purchase, or undertake all types of warrants, notes, bonds, refunding bonds, certificates, debentures, indebtedness or other obligations secured or payable by or from all permitted receipts, funds or sources, and to exercise or take all rights, authority, powers, discretion and actions, on such terms or conditions as it determines necessary or appropriate, to carry out this Amendment, or the Redevelopment Plan as amended by this Amendment, or otherwise for public purposes in or benefiting the Redevelopment Area, including without limitation, issuing, selling, purchasing, or undertaking any warrants, notes, bonds, refunding bonds, certificates, debentures, indebtedness or other obligations, or exercising any rights, authority, powers, or discretion, or taking any action, pursuant to applicable provisions of the Community Development Law, Neb. Rev. Stat. Section 18-2142.02, 19-3301 et seq, 66-4,101, or 77-27,142, Chapter 13, 16, 18, or 19 or any other provisions of Nebraska Statutes, or any other applicable laws, regulations, or guidance.

I. Notwithstanding anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, any past, present, or future cost, expense, or requirement of this Amendment or the Redevelopment Plan as amended by this Amendment, at the election of the City or CDA, may be financed, funded, paid, reimbursed, or carried out by the City or CDA based on any authority and utilizing any taxes, funds, receipts, proceeds, sources, resources, authority, or structures whatsoever now or hereafter of or available to the City or CDA under the Community Development Law or any other applicable laws or regulations.

J. Each right, authority, power, or discretion of City or CDA pursuant to this Amendment, the Redevelopment Plan as amended by this Amendment, or under applicable laws, regulations, or other guidance, unless otherwise expressly provided therein to the contrary, shall be considered full, complete, independent, additional and supplemental to, and shall not be considered amendatory to or limited by, any other right, authority, power, or discretion. All such laws, regulations, or other guidance, and all grants of rights, authority, powers, and discretion to the City or CDA, shall be liberally construed, and the City and CDA each shall have all incidental rights and powers necessary or appropriate to carry into effect this Amendment, the

Redevelopment Plan as amended by this Amendment, laws, regulations, other guidance, rights, authority, powers, or discretion.

K. Recitals at the beginning of this Amendment and all documents, instruments, and exhibits referenced in this Amendment are hereby incorporated into and made part of this Amendment by reference. Except as otherwise expressly provided, any drawings, plans, works, boundaries, improvements, and requirements of the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended by this Amendment, are preliminary and conceptual, the final form and content of which shall be subject to any additions, subtractions, or modifications as the City Administrator, City Engineer, or her or his designee determines necessary or appropriate, and final approval of the City or CDA as the case may be.

L. This Amendment supersedes and controls over any provisions of the Redevelopment Plan to the extent contrary to or inconsistent with this Amendment, and all provisions of such Redevelopment Plan shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the Redevelopment Plan shall continue in effect.

M. In addition to any express provisions of this Amendment or the Redevelopment Plan as amended by this Amendment, City and CDA in implementing or carrying out this Amendment or the Redevelopment Plan as amended by this Amendment each shall have and in its discretion shall be authorized to exercise all powers and authority granted by applicable Nebraska law, including without limitation, all powers and authority under Chapters 13, 16, 18, 19, 66, and 77 of Nebraska Statutes.

N. Terms and conditions of this Amendment and the Redevelopment Plan as amended by this Amendment or otherwise from time to time shall be construed and interpreted in accordance with Nebraska Statutes, as amended from time to time, and any such terms or conditions shall be deemed amended for any changes in any such statutes to the extent required by legislation enacting the changes. In the event any clause or provision of this Amendment or the Redevelopment Plan, as amended, is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, or by other governmental authority with jurisdiction thereof, the remaining portion of this Amendment or the Redevelopment Plan, as amended, shall not be affected thereby.

O. Headings are for convenience only and shall not be used in construing meaning of provisions of this Amendment.

P. Unless the context otherwise requires or this Amendment otherwise provides (i) terms used in this Amendment shall have the meanings as provided in the Redevelopment Plan, and (ii) references to "Redevelopment Plan" in the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area or Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area shall be deemed modified to mean the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and this Amendment.

Q. By recommending and approving the Redevelopment Plan, the CDA and City Council designated and agreed to the designation of the entire Redevelopment Area pursuant to Neb. Rev. Stat. Section 18-2103(22) as eligible for imposition of occupation taxes under Neb. Rev. Stat. Section 18-2142.02, and agreed to the designation of some or all of the 84<sup>th</sup> Street Redevelopment Area from time to time as one or more enhanced employment areas and to the imposition of one or more occupation taxes therein as the City Council from time to time determines in its sole discretion, and specifically that the City shall be authorized to periodically specify and adjust the boundaries of any enhanced employment areas within the Redevelopment Area, to include up to the entire Redevelopment Area in one or more enhanced employment areas, and to levy occupation taxes therein from time to time pursuant to section 18-2142.02, determine or adjust the rates of such occupation taxes, and collect, modify, revoke, or relevel such occupation taxes without any notice or consent required to or of CDA, all of which designations, agreements and authorizations the CDA and City Council, by recommending and approving this Amendment, ratify, affirm and approve. Not in limitation of the foregoing provisions of this subsection "Q," all enhanced employment areas or occupation taxes specified in or adopted in accordance with the Amended Subdivision Agreement or Amended Redevelopment Agreement incorporated into this Amendment, in form and content approved by City or CDA, are ratified, affirmed and approved, and approval by the governing body of the City shall constitute and be deemed to be a determination by such governing body that the requirements of Neb. Rev. Stat. Section 18-2116(2) are satisfied based on any written undertakings by any redeveloper in connection with any application or approval.

R. Not in limitation of anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, the CDA in recommending this Amendment authorizes the City Council, City Administrator, City Engineer or City Treasurer to authorize, approve, and make expenditures, payments, orders, warrants, requisitions, or disbursements of any funds on behalf of the CDA. Any action taken by the City Council, City Administrator, City Engineer, or City Treasurer on behalf of the City also shall constitute authorization and approval on behalf of the CDA to the extent such authorization or approval is required. Notwithstanding the foregoing, the City and CDA do not anticipate any transfer of funds from the City to the CDA. Rather, the City and CDA, with possible exception of tax increment financing or as otherwise required by the circumstances or authorized by the City Council or City Administrator, intend that the City will retain custody and control of all receipts and funds, and by agreement, specific authorization, approval, or otherwise directly pay any amount, cost, or expense connected with performance described in this Amendment or the Redevelopment Plan as amended by this Amendment.

S. Any agreement at any time entered by the City or CDA reciting in substance that it has been entered into by the City or CDA to provide financing for an approved redevelopment project shall be conclusively deemed to have been entered into for such purpose and such project shall be conclusively deemed to have been planned, located, and carried out in accordance with the purposes and provisions of the Community Development Law. For this purpose and all such agreements, "financing" shall mean any obligation to pay, pay for, or reimburse costs, expenses or improvements.

T. Approval of this Amendment shall be deemed to constitute approval of the Redevelopment Plan as amended by this Amendment, and approval of each redevelopment project and related plan provisions.

U. Displacement of families from the Mixed Use Redevelopment Project Area or Public Improvement Redevelopment Project Area is not expected, though if it were to occur, any relocation of families would be carried out in accordance with the requirements of applicable law.

V. All authority and rights granted by this Amendment or the Redevelopment Plan as amended by this Amendment shall include, without limitation, acquiring, obtaining, exercising, conveying, or providing all property, rights and interests, taking or performing all actions, and entering, adopting, or executing all agreements, documents and instruments as the City or CDA or its designee determines necessary or appropriate; and approving, issuing, undertaking, paying for, or otherwise obtaining all improvements, works, funds, or obligations in connection with this Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment contracts or projects, or as the governing body of the City, CDA, or its designee from time to time determines necessary or appropriate in connection with eliminating or preventing recurrence of the substandard and blighted 84<sup>th</sup> Street Redevelopment Area, to carry out this Amendment or the Redevelopment Plan as amended by this Amendment, or for redevelopment of the 84<sup>th</sup> Street Redevelopment Area.

W. It is anticipated that cooperation and coordination of the CDA and City with each other or other parties might be necessary or appropriate to facilitate implementation of this Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment project, and such cooperation or coordination as determined by the City Administrator or her designee is authorized to the fullest extent permitted by applicable law. Not in limitation of the foregoing, City and CDA each shall have authority to assign, delegate, assume, undertake, or carry out to, from, or for the other or otherwise assist with any performance or action pursuant to this Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment project or contract, or as otherwise necessary or appropriate to carry out any redevelopment project or contract.

## **EXHIBIT 1**

### **Third Amendment to Redevelopment Agreement**

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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT**

This Third Amendment to Redevelopment Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section Vy below by and between the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by City of La Vista Ordinance No. 1167 on February 12, 2012 (“CDA”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Astro Theater, LLC, a Nebraska limited liability company, (“Astro Theater”), Store Master Funding XXI LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Store Master”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), La Vista Car Wash LLC, a Nebraska limited liability company (“Car Wash”), City Centre 1 LLC, a Nebraska limited liability company, (“City Centre 1”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”) and E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) (LVCC, Music Venue, Astro Theater, Store Master, Rocket Property, Car Wash, City Centre 1, City Centre 1.1, City Centre 2, and E&W together herein “Redeveloper”).

**Recitals.** The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”) and in 2020 by Amendment No. 2 (the 2016 Redevelopment Plan as amended by Amendment No. 2 referred to herein as “2020 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and TIF in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project.

**Upon Recording Please Return To:**

Fitzgerald Schorr PC LLO  
Attn: Tom McKeon  
10050 Regency Circle  
Omaha, NE 68114

B. Lots and lot ownership within parts of the 84<sup>th</sup> Street Redevelopment Area known as La Vista City Centre are as follows:

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, subsequently was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”).

Lot ownership:

(i) Store Master and Rocket Property, as successors of Car Wash, own land and improvements, respectively, of Lot 1, La Vista City Centre,

(ii) LVCC owns:

Lot 2, La Vista City Centre,

Lot 1, Replat 2,

Lots 6, 8, 9 and 11, Replat Three (E&W owns the building and other improvements on Lot 8, Replat Three),

Lot 1, Replat Four, and

Lots 1 and 2, Replat 5,

(iii) City Centre 1, as successor of LVCC, owns:

Lot 2, Replat 1, and

Lot 10, Replat Three, and

(iv) City Centre 1.1, as successor of City Centre 1, owns Lots 14 and 15, La Vista City Centre, and

(v) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three, and

(vi) Music Venue, as successor of LVCC, owns Lot 3, Replat Four, leased by Astro Theater (lots described in subsections “i” through “vi” together are referred to herein as “City Centre Property”).

(vii) The City of La Vista owns:

Outlot B, La Vista City Centre,

Lot 2, Replat 2,

Lots 7 and 12, Replat Three, and

Lot 2, Replat Four.

C. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Sarpy County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First

Amendment to Redevelopment Agreement and in 2021, pursuant to the 2020 Redevelopment Plan, by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) (the 2016 Redevelopment Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Redevelopment Agreement”). Terms, conditions and exhibits of the 2021 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area (in part by reference to Minimum Uses under the 2021 Subdivision Agreement), Design Standards and other requirements. The parties desire to amend the 2021 Redevelopment Agreement consistent with changes pursuant to the Third Amendment to Subdivision Agreement described below regarding improvements to be constructed within the Mixed Use Redevelopment Project Area, and to modify Design Standards.

E. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Sarpy County Register of Deeds Instrument Number 2016-31244) (“2016 Subdivision Agreement”) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three and in 2021, pursuant to the 2020 Redevelopment Plan, by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) (the 2016 Subdivision Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Subdivision Agreement”). Terms, conditions and exhibits of the 2021 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types, uses and minimum requirements for retail and office uses of Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements (“Minimum Uses”), and dining or other retail for the street level of the existing building on Lot 14, La Vista City Centre. Contemporaneously with this Amendment the 2021 Subdivision Agreement is being amended to modify such Minimum Uses, and to allow multiple family dwelling for part of the street level of the existing building on Lot 14, La Vista City Centre (“Third Amendment to Subdivision Agreement”). Corresponding amendments also are being made to the 2020 Redevelopment Plan (“Amendment No. 3”). Provisions of the 2020 Redevelopment Plan, as amended by Amendment No. 3, and the 2021 Subdivision Agreement, as amended by the Third Amendment to Subdivision Agreement, are incorporated herein by this reference and the parties shall be bound by them.

F. CDA, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that improvements pursuant to the 2020 Redevelopment Plan, as amended by Amendment No. 3 (as amended, “2024 Redevelopment Plan”), the 2021 Redevelopment Agreement, as amended by this Amendment, or the 2021 Subdivision Agreement, as amended by the Third Amendment to Subdivision Agreement (“2024 Subdivision Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84<sup>th</sup> Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The CDA



determines that the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project, as amended by this Amendment or the Third Amendment to Subdivision Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, CDA, City, and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2021 Redevelopment Agreement and agree as follows:

I. Minimum Uses for purposes of the 2021 Redevelopment Agreement shall be amended as provided in the Third Amendment to Subdivision Agreement.

II. Multiple family dwelling is approved for part of the street level of the building on Lot 14, La Vista City Centre, as described or depicted in Exhibit II, and all terms, conditions and exhibits of the 2021 Redevelopment Agreement that provide for retail, dining, restaurant or uses other than multiple family dwelling, for such part of the street level of the building on Lot 14 shall be deemed amended to provide for multiple family dwelling.

III. Design standards set forth in Exhibit "G" of the 2016 Redevelopment Agreement shall be amended as follows:

Chapter 2: Geographic Area and Criteria; Exceptions; shall be amended to read:

Exceptions:

Conformance to this Design Guideline shall not apply if the project consists of one of the following:

- 1) Structural modification which will not be visible from outside the structure.
- 2) Container bars that have been approved through the Conditional Use Permit process.

IV. All provisions of the 2021 Redevelopment Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2021 Redevelopment Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2021 Redevelopment Agreement, provisions of this Amendment shall govern and control.

V. Other.

a. Boundaries of the Mixed Use Redevelopment Project Area. Boundaries of the Mixed Use Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan and adjusted by the Second Amendment to Redevelopment Agreement incorporated into the 2020 Redevelopment Plan, and shall remain the same and unchanged.

b. Map Showing Existing Conditions and Uses. A map and description of

existing conditions and uses of real property in the Mixed Use Redevelopment Project Area are provided in the 2016 Redevelopment Plan, including Lot 14 and areas of La Vista City Centre involved in this Amendment, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.

c. Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Mixed Use Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Redevelopment Agreement incorporated into the 2020 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Public Improvement Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.

d. Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Mixed Use Redevelopment Project Area after redevelopment, including without limitation parts of the Mixed Use Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2024 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.

e. Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second Amendment to Redevelopment Agreement incorporated into the 2020 Redevelopment Plan. Except as may be provided in the 2024 Redevelopment Plan, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2021 Redevelopment Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

f. Site Plan of Mixed Use Redevelopment Project Area. The preliminary site plan of the Mixed Use Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Redevelopment

Agreement incorporated into the 2020 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

g. Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Mixed Use Redevelopment Project Area after redevelopment are preliminarily projected in the 2020 Redevelopment Plan. Additional public facilities or utilities are not contemplated at this time to support the new land uses in parts of the Mixed Use Redevelopment Project Area involved in this Amendment. The final public facilities or utilities will be subject any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

h. Building requirements. Except for Design Standards, as modified by this Amendment, or as otherwise provided by agreement of the CDA and Redeveloper in accordance with the 2021 Redevelopment Agreement, as modified by this Amendment, or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.

i. Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2021 Redevelopment Agreement, as amended by this Amendment, the 2024 Subdivision Agreement, or the 2024 Redevelopment Plan, zoning of the Property is consistent with the Future Zoning Map and accommodates the Mixed Use Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.

j. Consents and Certifications. Redeveloper ratifies and affirms the following to the CDA:

i. Consent to designation of all or part of the Mixed Use Redevelopment Project Area as an enhanced employment area, and

ii. Certification that

- a. It has not filed and does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act for a project located or to be located within the redevelopment project area;
- b. No such application includes or will include, as one of the tax incentives, a refund of the city's local option sales tax revenue; and
- c. No such application has been approved under the Nebraska Advantage Act or the ImagiNE Nebraska Act.

k. Document Retention. Each Redeveloper shall retain copies of all supporting documents in its possession or control that are associated with the 2024 Redevelopment Plan or Mixed Use Redevelopment Project, as amended, and that are received or generated by it for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the City of La Vista as needed to comply with the City's retention requirements under Neb. Rev. Stat. section [18-2117.04](#). For purposes of this subsection, supporting document includes any cost-benefit analysis conducted pursuant to Neb. Rev. Stat. section [18-2113](#) and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

l. All ad valorem taxes levied upon real property in the Mixed Use Redevelopment Project Area, as amended from time to time, shall be paid before the taxes become delinquent in order for the Mixed Use Redevelopment Project to receive funds from the division of taxes, except the City Administrator or her designee in his or her sole discretion may waive the requirement upon finding that a delinquency was for good and sufficient cause beyond the control of Redeveloper.

m. This Amendment describes one or more Redevelopment Projects and shall constitute a redevelopment contract for redevelopment within the Mixed Use Redevelopment Project Area, as amended from time to time, in conformity with the 2024 Redevelopment Plan.

n. A redevelopment project that includes the division of taxes as provided in Neb. Rev. Stat. Section [18-2147](#) shall not provide for the reimbursement of costs incurred prior to approval of the redevelopment project, except for costs relating to:

- (1) The preparation of materials and applications related to the redevelopment project;
- (2) The preparation of a cost-benefit analysis conducted pursuant to section [18-2113](#);
- (3) The preparation of a redevelopment contract;
- (4) The preparation of bond and other financing instruments;
- (5) Land acquisition and related due diligence activities, including, but not limited to, surveys and environmental studies; and
- (6) Site demolition and preparation.

o. This Amendment shall be subject to and carried out in accordance with the 2024 Redevelopment Plan.

p. Any improvements described in this Amendment shall be in addition to other improvements described in the 2021 Redevelopment Agreement.

q. This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.

r. Notwithstanding anything in this Amendment to the contrary:

- (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2021 Redevelopment Agreement, as amended by this Amendment, the 2024 Subdivision Agreement, or the 2024 Redevelopment Plan; and
- (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2021 Redevelopment Agreement, as amended by this Amendment, the 2024 Subdivision Agreement, or the 2024 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2024 Redevelopment Plan, as amended from time to time.

s. This Amendment has been authorized, issued, and entered into by the CDA to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.

t. This Amendment and the agreements and understandings herein constitute

covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.

u. The 2024 Redevelopment Plan and 2024 Subdivision Agreement, including without limitation all exhibits of such 2024 Redevelopment Plan or 2024 Subdivision Agreement, all documents, instruments and Exhibits referenced in this Amendment, and the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.

v. Headings are for convenience only and shall not be used in construing meaning.

w. This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.

x. This Amendment shall be subject to consent of all tenants and holders of security or other interests with respect to any party's interest in any City Centre Property, substantially in form and content of the Tenant/Secured Party Consent below, unless otherwise determined by the City Administrator of the City of La Vista or her designee.

y. Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

**[Signature Pages to Follow.]**

LA VISTA COMMUNITY DEVELOPMENT AGENCY:

\_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

ATTEST:

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

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF SARPY     )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 authorized to act on behalf of the La Vista Community Development Agency, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the Agency to be their voluntary act and deed and the voluntary act and deed of said Agency.

[Seal]

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

LA VISTA CITY CENTRE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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



LA VISTA MUSIC VENUE, LLC,  
a Nebraska limited liability company

By:\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of La Vista Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

ASTRO THEATER, LLC,  
a Nebraska corporation

By:\_\_\_\_\_

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

Its: \_\_\_\_\_

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Astro Threater, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

STORE MASTER FUNDING XXI LLC,  
a Delaware limited liability company

By:\_\_\_\_\_

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

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

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Store Master Funding XXI LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

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

ROCKET PROPERTY COMPANY LLC  
a Delaware limited liability company

By:\_\_\_\_\_

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

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

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Rocket Property Company LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

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

LA VISTA CAR WASH LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista Car Wash LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of City Centre 1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 1.1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 1.1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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



E&W HOLDINGS, LLC,  
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska  
limited liability company, Sole Member

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of La Vista City Centre, LLC.

[Seal]

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

## TENANT/SECURED PARTY CONSENT

The undersigned, as the holder of a tenant interest or lien ("Tenant/Security Interest") on property within the Mixed Use Redevelopment Project Area, as modified pursuant to the Third Amendment to Redevelopment Agreement above, ("Leased/Secured Property"), for itself and for all of its successors and assigns, hereby consents and agrees to the Third Amendment to Redevelopment Agreement above and execution thereof by the parties, and further consents and agrees that the Tenant/Security Interest and Leased/Secured Property shall be subject to such Third Amendment to Redevelopment Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_, a \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)ss.

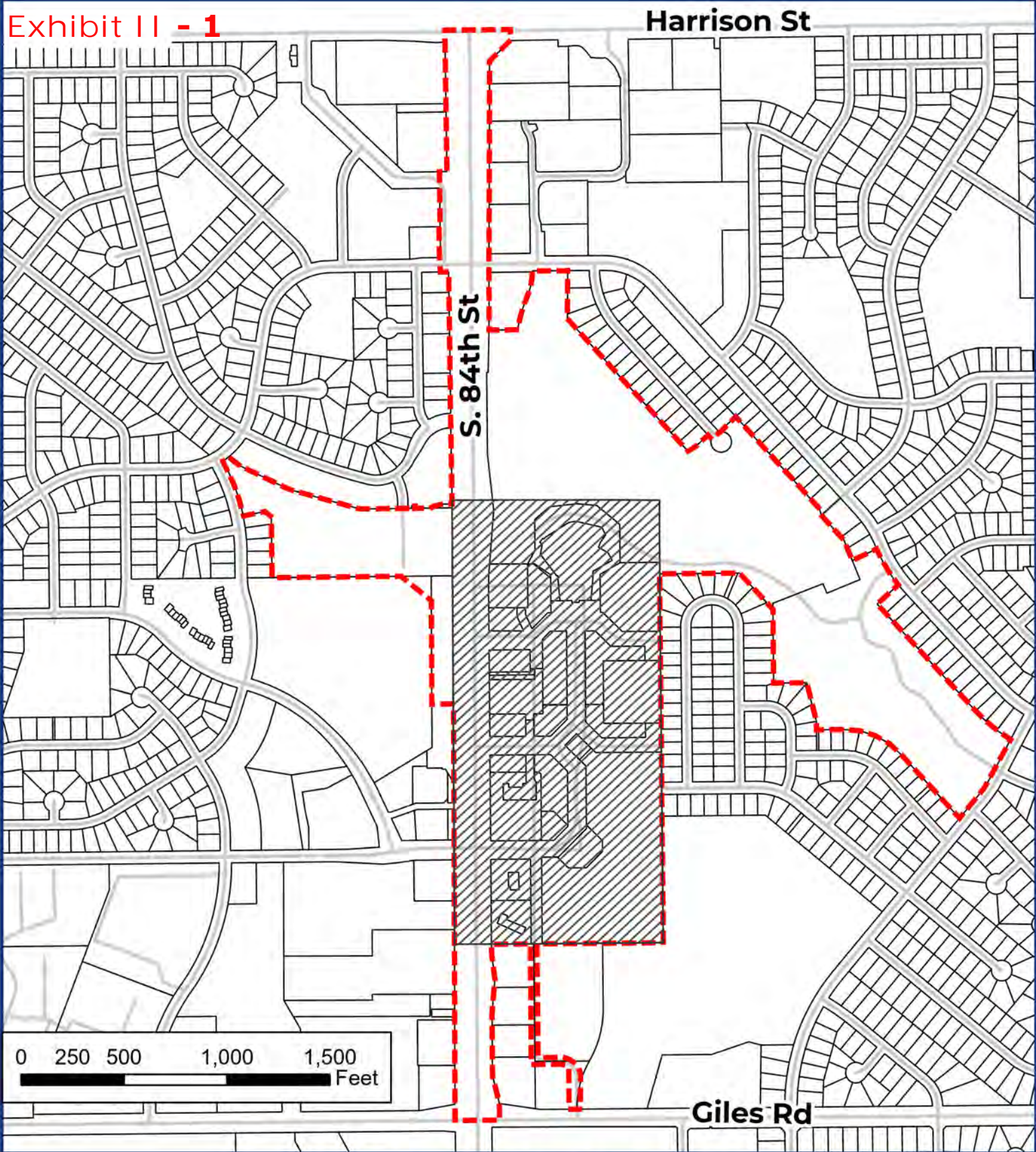
COUNTY OF \_\_\_\_\_ )

The foregoing Tenant/Secured Party Consent was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

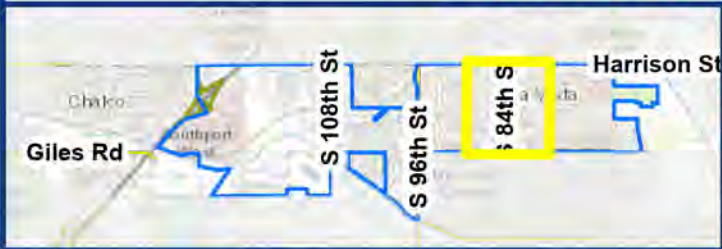
\_\_\_\_\_  
Notary Public

**SEE ATTACHED PAGES**

**Exhibit II**



84th Street Redevelopment Plan Amendment #3



Legend

- Redevelopment Area - 84th St Redevelopment Plan
- Redevelopment Area - Redevelopment Plan Amendment #3









**LOT 14 La Vista City Centre**

**Exhibit II - 3**



1. FIRST FLOOR - FLS  
22'0" x 3'6" = 1'-0"



2. LOFT - FLS  
22'0" x 3'6" = 1'-0"

## **EXHIBIT 2**

### **Third Amendment to Subdivision Agreement**

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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**THIRD AMENDMENT TO SUBDIVISION AGREEMENT**

This Third Amendment to Subdivision Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section IVt below by and between the City of La Vista, a Nebraska municipal corporation (“City”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Astro Theater, LLC, a Nebraska limited liability company, (“Astro Theater”), Store Master Funding XXI LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Store Master”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), La Vista Car Wash LLC, a Nebraska limited liability company (“Car Wash”), City Centre 1 LLC, a Nebraska limited liability company, (“City Centre 1”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”) and E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) (LVCC, Music Venue, Astro Theater, Store Master, Rocket Property, Car Wash, City Centre 1, City Centre 1.1, City Centre 2, and E&W together herein “Subdivider”).

**Recitals**      The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”) and in 2020 by Amendment No. 2 (the 2016 Redevelopment Plan as amended by Amendment No. 2 referred to herein as “2020 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and TIF in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project.

B. Lots and lot ownership within parts of the 84<sup>th</sup> Street Redevelopment Area known as La Vista City Centre are as follows:

**Upon Recording Please Return To:**

Fitzgerald, Schorr PC LLO  
Attn: Tom McKeon  
10050 Regency Circle  
Omaha, NE 68114



Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, subsequently was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”).

Lot ownership:

- (i) Store Master and Rocket Property, as successors of Car Wash, own land and improvements, respectively, of Lot 1, La Vista City Centre,
- (ii) LVCC owns:
  - Lot 2, La Vista City Centre,
  - Lot 1, Replat 2,
  - Lots 6, 8, 9 and 11, Replat Three (E&W owns the building and other improvements on Lot 8, Replat Three),
  - Lot 1, Replat Four, and
  - Lots 1 and 2, Replat 5,
- (iii) City Centre 1, as successor of LVCC, owns:
  - Lot 2, Replat 1, and
  - Lot 10, Replat Three, and
- (iv) City Centre 1.1, as successor of City Centre 1, owns Lots 14 and 15, La Vista City Centre, and
- (v) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three, and
- (vi) Music Venue, as successor of LVCC, owns Lot 3, Replat Four, leased by Astro Theater (lots described in subsections “i” through “vi” together are referred to herein as “City Centre Property”).
- (vi) The City of La Vista owns:
  - Outlot B, La Vista City Centre,
  - Lot 2, Replat 2,
  - Lots 7 and 12, Replat Three, and
  - Lot 2, Replat Four.

C. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Sarp County Register of Deeds Instrument Number 2016-31244 (“2016 Subdivision Agreement”) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three, and in 2021 by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) pursuant to the 2020 Redevelopment Plan (the 2016 Subdivision

Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Subdivision Agreement”). Terms, conditions and exhibits of the 2021 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types, uses and minimum requirements for retail and office uses of Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements (“Minimum Uses”), and dining or other retail for the street level of the existing building on Lot 14, La Vista City Centre. The parties desire to amend the 2021 Subdivision Agreement to modify such Minimum Uses, and to allow multiple family dwelling for part of the street level of the existing building on Lot 14, La Vista City Centre.

D. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Sarp County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First Amendment to Redevelopment Agreement, and in 2021 by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) pursuant to the 2020 Redevelopment Plan (the 2016 Redevelopment Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Redevelopment Agreement”). Terms, conditions and exhibits of the 2021 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area (in part by reference to Minimum Uses under the 2021 Subdivision Agreement) and Design Standards. Contemporaneously with this Amendment the 2021 Redevelopment Agreement is being amended consistent with changes pursuant to this Amendment regarding improvements to be constructed within the Mixed Use Redevelopment Project Area, and to modify Design Standards. (“Third Amendment to Redevelopment Agreement”). Corresponding amendments also are being made to the 2020 Redevelopment Plan (“Amendment No. 3”). Provisions of the 2020 Redevelopment Plan, as amended by Amendment No. 3, and the 2021 Redevelopment Agreement, as amended by the Third Amendment to Redevelopment Agreement, are incorporated herein by this reference and the parties shall be bound by them.

E. City, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that improvements pursuant to the 2020 Redevelopment Plan, as amended by Amendment No. 3, (“2024 Redevelopment Plan”), the 2021 Subdivision Agreement, as amended by this Amendment, or the 2021 Redevelopment Agreement, as amended by the Third Amendment to Redevelopment Agreement, (“2024 Redevelopment Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84<sup>th</sup> Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The City determines that the Public Improvement Redevelopment Project and Mixed Use Redevelopment Project, as amended by this Amendment or the Third Amendment to Redevelopment Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, City, CDA and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2021 Subdivision Agreement and agree as follows:

I. Minimum Uses pursuant to Subsection 2.b. of the 2016 Subdivision Agreement, as modified by Section 2.ii. of the Second Amendment to Subdivision Agreement, shall be amended as follows: Phase I Subdivider Improvements shall include a minimum of 63,500 square feet of retail space occupied by businesses primarily engaged in the business of selling goods or services subject to City of La Vista local option sales taxes sourced in the Mixed Use Redevelopment Project Area (“Retail Space”), a minimum of 32,300 square feet of Class A office space, and 392 units of multifamily housing. Phase I Subdivider Improvements and all subsequent phases combined shall have a minimum of 180,000 square feet of Retail Space. For purposes of this paragraph, (a) square footage of any grocery store or other store that is used to sell groceries or other products or services exempt from sales tax, and square footage of the Event Venue, shall be excluded for determining whether or not minimum requirements for Retail Space under this paragraph are satisfied, and (b) Class A office space will be constructed on Lot 1, Replat Four, and multifamily housing will not be constructed on Lot 1, Replat Four without prior approval of the City.

II. Multiple family dwelling is approved for part of the street level of the existing building on Lot 14, La Vista City Centre, as described or depicted in Exhibit II, and all terms, conditions and exhibits of the 2021 Subdivision Agreement that provide for retail, dining, restaurant or uses other than multiple family dwelling for such part of the street level of the building on Lot 14 shall be deemed amended to provide for multiple family dwelling.

III. All provisions of the 2021 Subdivision Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2021 Subdivision Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2021 Subdivision Agreement, provisions of this Amendment shall govern and control.

IV. Other.

- a) Boundaries of the Public Improvement Redevelopment Project Area. Boundaries of the Public Improvement Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan.
- b) Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Public Improvement Redevelopment Project Area are provided in the 2016 Redevelopment Plan, including Lot 14 and areas of La Vista City Centre involved in this Amendment, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.

- c) Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Public Improvement Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Subdivision Agreement incorporated into the 2020 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Public Improvement Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.
- d) Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Public Improvement Redevelopment Project Area after redevelopment, including without limitation parts of the Public Improvement Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2024 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.
- e) Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second Amendment to Subdivision Agreement incorporated into the 2020 Redevelopment Plan. Except as may be provided in the 2024 Redevelopment Plan, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2021 Subdivision Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.
- f) Site Plan of Public Improvement Redevelopment Project Area. The preliminary site plan of the Public Improvement Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Subdivision Agreement incorporated into the 2020 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

- g) Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Public Improvement Redevelopment Project Area after redevelopment are preliminarily projected in the 2020 Redevelopment Plan. Additional public facilities or utilities are not contemplated at this time to support the new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Amendment. The final public facilities or utilities will be subject any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.
- h) Building Requirements. Except for Design Standards in the 2024 Redevelopment Agreement, or as otherwise provided by agreement of the CDA and Redeveloper in accordance with the 2024 Redevelopment Agreement or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.
- i) Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Agreement or the 2024 Redevelopment Plan, zoning of the Property is consistent with the Future Zoning Map and accommodates the Public Improvement Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.
- j) This Amendment shall be subject to and carried out in accordance with the 2024 Redevelopment Plan.
- k) Any improvements described in this Amendment shall be in addition to other improvements described in the 2021 Subdivision Agreement.
- l) This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.
- m) Notwithstanding anything in this Amendment to the contrary:
- (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Agreement, or the 2024 Redevelopment Plan; and
  - (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes,

including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Agreement, or the 2024 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2024 Redevelopment Plan, as amended from time to time.

- n) This Amendment has been authorized, issued, and entered into by the City to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.
- o) This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.
- p) The 2024 Redevelopment Plan and 2024 Redevelopment Agreement, including without limitation all exhibits of such 2024 Redevelopment Plan or 2024 Redevelopment Agreement, all documents, instruments and Exhibits referenced in this Amendment, and

the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.

- q) Headings are for convenience only and shall not be used in construing meaning.
- r) This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.
- s) This Amendment shall be subject to consent of all tenants and holders of security or other interests with respect to any party's interest in any City Centre Property, substantially in form and content of the Tenant/Secured Party Consent below, unless otherwise determined by the City Administrator of the City of La Vista or her designee.
- t) Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

**[Signature Pages to Follow.]**

CITY OF LA VISTA:

---

Douglas Kindig, Mayor  
City of La Vista

ATTEST:

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Pamela A. Buethe, City Clerk, MMC

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF SARPY     )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 authorized to act on behalf of the City of La Vista, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the City to be their voluntary act and deed and the voluntary act and deed of said City.

[Seal]

---

Notary Public



LA VISTA CITY CENTRE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_, by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

LA VISTA MUSIC VENUE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of La Vista Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

ASTRO THEATER, LLC,  
a Nebraska corporation

By:\_\_\_\_\_

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

Its: \_\_\_\_\_

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Astro Threater, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

STORE MASTER FUNDING XXI LLC,  
a Delaware limited liability company

By:\_\_\_\_\_

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

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

[illegible]

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Store Master Funding XXI LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

ROCKET PROPERTY COMPANY LLC  
a Delaware limited liability company

By:\_\_\_\_\_

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

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

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

      The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Rocket Property Company LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

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

LA VISTA CAR WASH LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista Car Wash LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 1.1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 1.1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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



CITY CENTRE 2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

E&W HOLDINGS, LLC,  
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska  
limited liability company, Sole Member

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of La Vista City Centre, LLC.

[Seal]

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

## TENANT/SECURED PARTY CONSENT

The undersigned, as the holder of a tenant interest or lien ("Tenant/Security Interest") on property within the Public Improvement Redevelopment Project Area ("Leased/Secured Property"), for itself and for all of its successors and assigns, hereby consents and agrees to the Third Amendment to Subdivision Agreement above and execution thereof by the parties, and further consents and agrees that the Tenant/Security Interest and Leased/Secured Property shall be subject to such Third Amendment to Subdivision Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_, a \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.

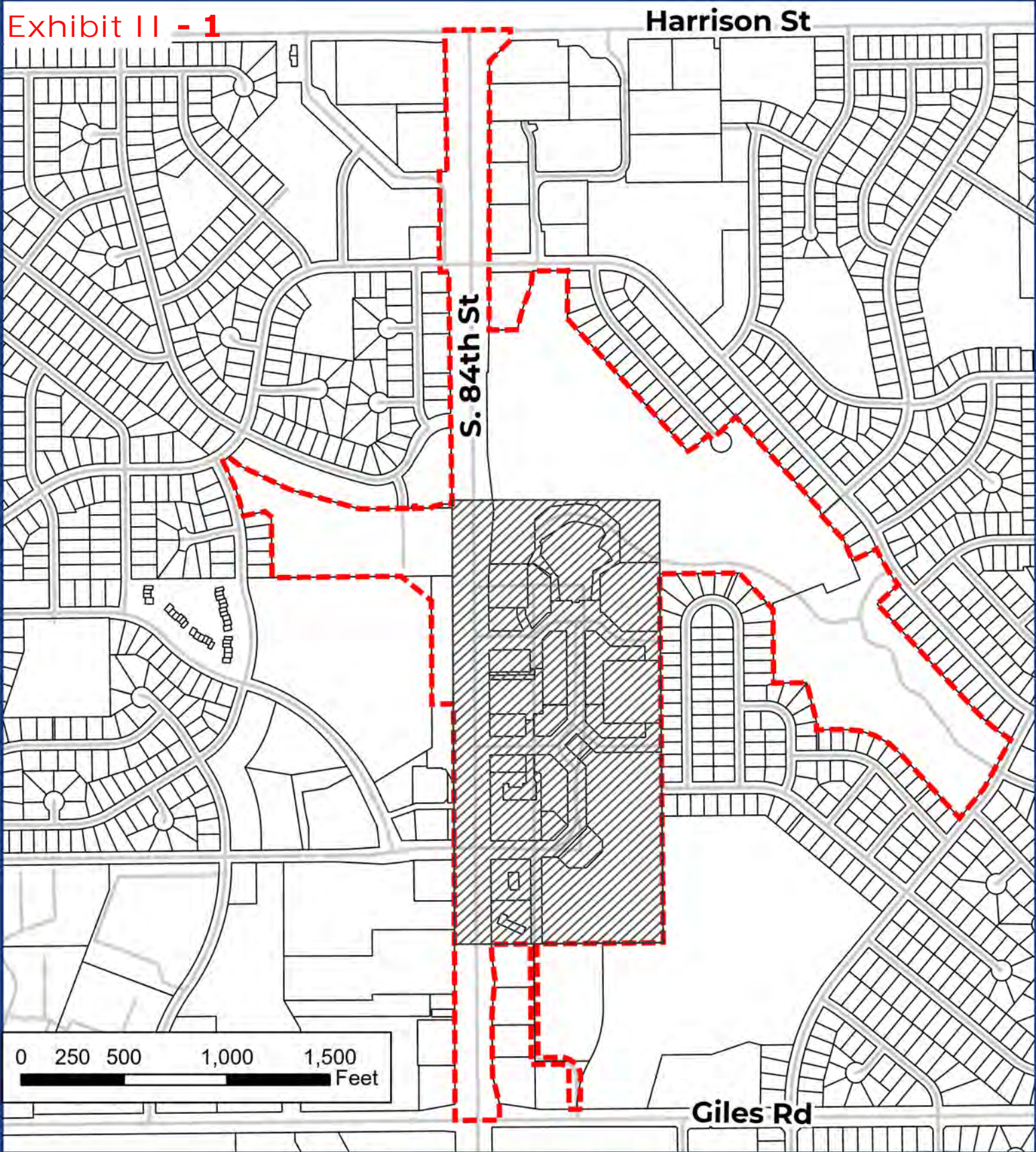
COUNTY OF \_\_\_\_\_ )

The foregoing Tenant/Secured Party Consent was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

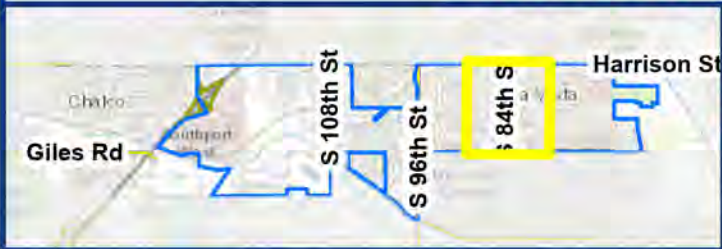
Notary Public

**SEE ATTACHED PAGES**

**Exhibit II**



84th Street Redevelopment Plan Amendment #3



Legend

- Redevelopment Area - 84th St Redevelopment Plan
- Redevelopment Area - Redevelopment Plan Amendment #3









**LOT 14 La Vista City Centre**

**Exhibit II - 3**



1. FIRST FLOOR - FLS  
22'0" x 3'6" = 1'-0"



2. LOFT - FLS  
22'0" x 3'6" = 1'-0"

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MARCH 19, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
REDEVELOPMENT PLAN FOR THE 84 <sup>TH</sup> STREET REDEVELOPMENT AREA – AMENDMENT NO. 3	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

### SYNOPSIS

A public hearing has been scheduled with respect the proposed Redevelopment Plan for the 84th Street Redevelopment Area - Amendment No. 3 (“Amendment No. 3”). A proposed resolution is presented for the City Council to approve Amendment No. 3.

### FISCAL IMPACT

Funds are budgeted for public improvements and expenditures in the 84<sup>th</sup> Street Redevelopment Area, and such budgeted amounts, public improvements and expenditures are not modified by this Amendment No. 3.

### RECOMMENDATION

Approval, subject to City Council adoption of a proposed amendment to the Comprehensive Development Plan to incorporate Amendment No. 3 into the Comprehensive Plan.

### BACKGROUND

The Mayor and City Council in 2012 after satisfying all applicable requirements declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment (“Redevelopment Area”) and created the La Vista Community Development Agency (“Agency”), governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings. To eliminate and prevent recurrence of the substandard and blighted area and with Planning Commission recommendations, the Agency recommended, and the City Council subsequently approved, the *Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area* (“Initial Redevelopment Plan”), Amendment No. 1 and Amendment No. 2 in 2013, 2016 and 2020, respectively, (the Initial Redevelopment Plan, as amended by Amendment No. 1 and Amendment No. 2, is referred to in this council report as “Redevelopment Plan”), which among other things included and further refined a mixed use redevelopment project and a public improvement redevelopment project within the Redevelopment Area. The Comprehensive Development Plan (“Comprehensive Plan”), which is the general plan for development of the City as a whole, also was amended with the recommendation of the Planning Commission in 2013, 2016, and 2020 to incorporate the Initial Redevelopment Plan, Amendment No. 1, and Amendment No. 2, and accordingly the Initial Redevelopment Plan, Amendment No. 1, and Amendment No. 2 each was in conformity with the Comprehensive Development Plan and general plan for development of the City as a whole.

An additional proposed amendment to the Redevelopment Plan, titled “Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 3” (“Amendment No. 3”) is presented at this meeting among other things



to modify certain minimum requirements with respect to private improvements to be constructed within the Mixed Use Redevelopment Project Area and allow additional multiple family residential instead of retail uses for a portion of the street level of the building on Lot 14, La Vista City Centre as provided in the Third Amendment to Subdivision Agreement incorporated into Redevelopment Plan Amendment No. 3, and to modify certain Design Standards as provided in the Third Amendment to Redevelopment Agreement incorporated into such Amendment No. 3. A proposed amendment to the Comprehensive Plan also is presented at this meeting that would incorporate Amendment No. 3 into the Comprehensive Plan (“Comprehensive Plan Amendment”).

The Planning Commission after notice and public hearing on February 29, 2024 reviewed and voted unanimously to recommend to the Agency and governing body of the City Amendment No. 3 as in conformity, and conformity of the Redevelopment Plan as amended by Amendment No. 3, with the Comprehensive Plan, subject to, among other things, City Council adoption of an amendment to the Comprehensive Plan to incorporate Amendment No. 3 into the Comprehensive Plan. The Planning Commission after notice and public hearing on February 29, 2024 also voted unanimously to recommend City Council approval of the Comprehensive Plan Amendment to incorporate Amendment No. 3, subject to, among other things, City Council adoption of Amendment No. 3. Such recommendations of the Planning Commission are on file with the Agency and City Council pursuant to a Certificate of the Chairman of the Planning Commission.

A proposed resolution is presented for the City Council to approve Amendment No. 3

CERTIFICATE  
CITY OF LA VISTA  
PLANNING COMMISSION

The undersigned Chairman of the City of La Vista Planning Commission hereby certifies as follows:

The Planning Commission at its duly called, noticed and convened meeting on February 29, 2024 at which a quorum was present received from the La Vista Community Development Agency ("Agency") proposed Amendment No. 3 to the Redevelopment Plan "84<sup>th</sup> Street Redevelopment Area" as previously amended ("Redevelopment Plan Amendment No. 3") for review and recommendations as to its conformity and conformity of the Redevelopment Plan as amended by Redevelopment Plan Amendment No. 3 with the general plan for the development of the City as a whole, as provided in the La Vista Comprehensive Plan. The Planning Commission, after notice and hearing, reviewed Redevelopment Plan Amendment No. 3 and approved a Resolution recommending to the Agency and governing body of the City of La Vista Redevelopment Plan Amendment No. 3 presented at the meeting as in conformity, and conformity of the Redevelopment Plan as amended by such Redevelopment Plan Amendment No. 3, with the La Vista Comprehensive Plan, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) City Council adoption of an amendment to the Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 3 into the Comprehensive Plan, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate. Motion to approve said Resolution was made by Planning Commission Member Gayle Malmquist, which motion was seconded by Planning Commission Member John Gahan. After consideration, the roll was called and the following members voted in favor of the passage and adoption of said Resolution: Gayle Malmquist, Harold Sargus, John Gahan, Josh Frey, Mike Circo, Debra Dogba, Michael Kryzwicki. The following members voted against the same: (none). The following members were absent or did not vote: Kathleen Alexander, Patrick Coghlan. The passage of said Resolution having been


consented to by a majority of the members of the Planning Commission, the Chairman declared the Resolution duly passed and adopted.

The Planning Commission, after notice and hearing, also considered and approved a Resolution recommending that the City Council amend the La Vista Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 3 into the Comprehensive Plan ("Comprehensive Plan Amendment"), in form and content satisfactory to the City Administrator or the City Administrator's designee, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) Agency recommendation and City Council adoption of Redevelopment Plan Amendment No. 3, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate. Motion to approve said Resolution was made by Planning Commission Member Gayle Malmquist, which motion was seconded by Planning Commission Member Josh Frey. After consideration, the roll was called and the following members voted in favor of the passage and adoption of said Resolution: Gayle Malmquist, Harold Sargus, John Gahan, Josh Frey, Mike Circo, Debra Dogba, Michael Kryzwicki. The following members voted against the same: (none). The following members were absent or did not vote: Kathleen Alexander, Patrick Coghlan. The passage of said Resolution having been consented to by a majority of the members of the Planning Commission, the Chairman declared the Resolution duly passed and adopted.

On this date, this Certificate and recommendations are hereby filed with the Agency and City Council.

DATED this 29th day of February, 2024.

CITY OF LA VISTA PLANNING COMMISSION

  
Chairman

## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AMENDMENT NO. 3 TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA IN ACCORDANCE WITH NEBRASKA STATUTES, SECTIONS 18-2101 THROUGH 18-2157.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista, Nebraska does hereby find, determine, declare and approve as follows:

I. FINDINGS. The City Council of the City of La Vista finds and determines as follows:

- A. The findings and actions of the Agency as set forth in the resolution recommending Amendment No. 3 to the Redevelopment Plan for the 84th Street Redevelopment Area ("Amendment No. 3") to the City Council for approval ("Agency Resolution"), incorporated herein by reference, are ratified, affirmed, adopted and approved. Unless otherwise expressly provided, terms used in this Resolution shall have the meaning ascribed by the Agency Resolution.
- B. All applicable requirements with respect to the actions taken or approved in this Resolution, including notice and hearing requirements, have been satisfied.
- C. Proposed Amendment No. 3 (and the Redevelopment Plan as amended) is a workable program for utilizing appropriate private and public resources, powers, and actions to redevelop, eliminate, and prevent recurrence or spread of the substandard and blighted area.
- D. In exercising its powers under Neb. Rev. Stat. Sections 18-2101 through 18-2157 ("Community Development Law") with respect to the matters approved in this Resolution, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the City, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements, the City Council has given consideration to the following objective:

The City Council, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises.

Proposed Amendment No. 3 (and the Redevelopment Plan as amended), (i) is feasible - as provided in analysis and reporting of Hunden Strategic Partners incorporated by reference in connection with City Council approval of Amendment No. 1 and Amendment No. 2 to the Redevelopment Plan ("Hunden Analysis"), which analysis and reporting are ratified, affirmed and approved - and in conformity with the general plan for the development of the City as a whole, as set forth in the Comprehensive Development Plan of the City, subject to adoption of the Proposed

Comprehensive Plan Amendment described in the Agency Resolution, and (ii) in conformity with the legislative declarations and determinations set forth in the Community Development Law, including without limitation, the determination of the City Council of the necessity of eliminating and preventing recurrence of the substandard and blighted Area and related liabilities and harmful effects to the City as a matter of public uses, purposes, policy, interest, concern, powers, and authority for which public action shall be taken and public money shall be expended in accordance with such Amendment No. 3 (and Redevelopment Plan as amended).

- E.** As documented in analysis and reporting of such Hunden Analysis on behalf of the City or Agency in connection with Amendment No. 1 and Amendment No. 2 to the Redevelopment Plan (and Redevelopment Plan as amended), and specifically provisions of the Redevelopment Plan as amended involving the Mixed Use Redevelopment Project and related redevelopment plan provisions using funds authorized by Neb. Rev. Stat. Section 18-2147 ("TIF"), that the following conditions were satisfied:
1. Such provisions of the Mixed Use Redevelopment Project would not be economically feasible without the use of TIF,
  2. Such provisions of the Mixed Use Redevelopment Project would not occur in the community redevelopment area without use of TIF, and
  3. The costs and benefits of such provisions of the Mixed Use Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community and demand for public and private services have been analyzed by the City Council and found to be in the long-term best interest of the community impacted by the redevelopment project.

Amendment No. 3 does not add, subtract or modify amounts or uses of funds previously authorized under Neb. Rev. Stat. Section 18-2147 with respect to the Mixed Use Redevelopment Project and related Redevelopment Plan provisions; and by approving Amendment No. 3, the City Council hereby ratifies and affirms prior findings and documentation in connection with Redevelopment Plan as amended with respect to the Mixed Use Redevelopment Project, related Redevelopment Plan provisions and three items enumerated above.

- F.** The Redevelopment Plan as amended included designation of an initial enhanced employment area and determined that new investment within such enhanced employment area would result in new employees and new investment satisfying applicable requirements of Neb. Rev. Stat. Section 18-2116(2). No additional or different designation of enhanced employment area or determination is made in connection with Amendment No. 3.

**II. APPROVAL OF REDEVELOPMENT PLAN AMENDMENT NO. 3.** Based on the foregoing and all relevant factors, including any public comment at the public hearing, the City Council of the City of La Vista hereby approves proposed Amendment No. 3, subject to adoption of the Proposed Comprehensive Plan Amendment, and further subject to satisfaction of all

applicable requirements as the Mayor, City Administrator or his or her designee determines necessary or appropriate to carry out provisions of Amendment No. 3.

III. FURTHER ACTIONS. The Mayor or City Administrator, or his or her designee, in addition to any other person specified in Amendment No. 3, the Redevelopment Plan as amended, or any redevelopment contract or otherwise, is hereby authorized to take such further actions as are necessary or appropriate to implement Amendment No. 3, the Redevelopment Plan as amended, or carry out the actions approved in this Resolution on behalf of the City.

PASSED AND APPROVED THIS 15TH DAY OF MARCH 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## **Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area Amendment No. 3**

The Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area (“Redevelopment Area”) originally adopted on July 16, 2013 by the City Council of the City of La Vista, Nebraska and subsequently amended by Amendment No. 1 and Amendment No. 2, (such Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as “Redevelopment Plan”) is hereby further amended by this Amendment No. 3 to add, subtract, modify or provide further specifications with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or the Public Improvement Redevelopment Project within the Redevelopment Area, and related redevelopment plan provisions (“Amendment”).

### **Preliminary Statement**

Before adopting the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, the entire Redevelopment Area in 2012 was declared by City Council Resolution No. 12-011, in accordance with all applicable statutory requirements, substandard and blighted and in need of redevelopment. The substandard and blighted Redevelopment Area is a threat to the stability and vitality of the City.

The Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area was adopted in 2013. Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and related Redevelopment Agreement and Subdivision Agreement, were adopted in 2016 (the “2016 Redevelopment Agreement” and “2016 Subdivision Agreement”), among other things, to provide for a Mixed Use Redevelopment Project and a Public Improvement Redevelopment Project in the Redevelopment Area and eliminating and preventing recurrence of the substandard and blighted area. The 2016 Redevelopment Agreement subsequently was amended by a First Amendment in 2017 and Second Amendment in 2021 (the 2016 Redevelopment Agreement, as amended by such First Amendment and Second Amendment, is referred to herein as “Redevelopment Agreement”). The 2016 Subdivision Agreement subsequently was amended by a First Amendment to Subdivision Agreement in 2019 and Second Amendment in 2021 (the 2016 Subdivision Agreement, as amended by such First Amendment and Second Amendment, is referred to herein as “Subdivision Agreement”). Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area incorporated the Second Amendment to the Subdivision Agreement and Second Amendment to the Redevelopment Agreement.

The CDA, in initially recommending and adopting the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, designated the substandard and blighted Redevelopment Area as appropriate for one or more renewal projects, which designation the CDA ratified and affirmed in recommending and adopting Amendment No. 1 and Amendment No. 2 to such Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and hereby ratifies and affirms in connection with recommendation and adoption of this Amendment. Accordingly, the Redevelopment Area is a community redevelopment area. All works or undertakings pursuant to this Amendment or the Redevelopment Plan, Mixed Use Redevelopment Project, or Public Improvement Redevelopment Project, as amended, or otherwise in accordance with the Community Development Law constitute

redevelopment projects under Neb. Rev. Stat. Section 18-2103. The CDA, in recommending and adopting Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, also designated the 84<sup>th</sup> Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of an occupation tax, which designation the CDA ratified and affirmed in recommending and adopting Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and hereby ratifies and affirms in connection with recommendation and adoption of this Amendment, and may be carried out from time to time in one or more actions, enhanced employment area(s), and occupation taxes as determined and approved by the City.

CDA and City desire to further amend the Redevelopment Plan to add, subtract, modify or provide further specifications with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or the Public Improvement Redevelopment Project within the Redevelopment Area, and related redevelopment plan provisions. The Redevelopment Plan, Mixed Use Redevelopment Project, Public Improvement Redevelopment Project, and related redevelopment plan provisions are revised as provided in this Amendment. In addition to, and not in limitation of, any other finding or determination of the CDA or City, the CDA and City by recommending and adopting this Amendment find and determine that public and private actions, improvements, works, and resources as provided in this Amendment are in the public interest and necessary to eliminate and prevent recurrence of the substandard and blighted area. The projects provided in this Amendment have the potential to be catalysts for other projects to eliminate and prevent recurrence of the substandard and blighted Redevelopment Area, and to enhance or provide new residential, employment, shopping, recreational, restaurant, tourism, and entertainment options and amenities of and to the City and its residents, and additional tax revenues to the City.

### **Section 1. City Centre Mixed Use Redevelopment Project.**

A Third Amendment to the Redevelopment Agreement (“Third Amendment to Redevelopment Agreement”) is presented with this Amendment or on file with the City Clerk. Such Third Amendment to Redevelopment Agreement, substantially in form and content set forth in Exhibit 1 to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable, and the Redevelopment Agreement as amended by the Third Amendment to Redevelopment Agreement, are incorporated into this Amendment by reference (the Redevelopment Agreement as amended by the Third Amendment to Redevelopment Agreement is referred to in this Amendment as the “Amended Redevelopment Agreement”), and the Mixed Use Redevelopment Project and all Redevelopment Plan provisions are amended in accordance with such Third Amendment to Redevelopment Agreement and Amended Redevelopment Agreement.

The Redevelopment Plan, among other things, provided for Mixed Use Improvements pursuant to the Mixed Use Redevelopment Project constructed and paid for by Redeveloper, including use of tax increment financing (“TIF”) for Eligible Expenses. The CDA or its designee conducted a Cost-Benefit Analysis for the Mixed Use Redevelopment Project, as updated in connection with the Second Amendment to the Redevelopment Agreement, whose Redevelopment Plan included the use of funds authorized by Neb. Rev. Stat. Section 18-2147 based on all phases and the Maximum Redevelopment Loan Amount and using a model satisfactory to the City Administrator or her



designee on behalf of the CDA for use by local projects and considering and analyzing applicable factors, including factors specified in Neb. Rev. Stat. Section 18-2113(2). The Cost-Benefit Analysis, as updated, constitutes the cost-benefit analysis for the Mixed Use Redevelopment Project and, because it is based on a Maximum Redevelopment Loan Amount to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, constitutes the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. In conducting the cost-benefit analysis, a cost-benefit model developed for use by local projects considered and analyzed the following factors:

- (a) Tax shifts resulting from the division of taxes as provided in Neb. Rev. Stat. Section 18-2147;
- (b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of such provisions of the redevelopment project;
- (c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;
- (d) Impacts on other employers and employees within the City and the immediate areas that are located outside the boundaries of the area of the redevelopment project;
- (e) Impacts on the student populations of the school districts within the City; and
- (f) Any other impacts determined by the CDA to be relevant to the consideration of costs and benefits arising from the redevelopment project.

Additional updates to the Cost-Benefit Analysis are not proposed in connection with this Amendment, and the current Cost-Benefit Analysis shall continue as and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project, as amended by this Amendment, and, because it is based on a Maximum Redevelopment Loan Amount, as amended by the Second Amendment to Redevelopment Agreement incorporated into the Redevelopment Plan, to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, shall be and be deemed to continue to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. The City Administrator or her designee on behalf of the CDA shall be authorized to conduct or have conducted any additional cost-benefit or other analysis from time to time as such City Administrator or designee determines in her or his discretion necessary or appropriate with respect to any proposed TIF.

## **Section 2. Public Improvement Redevelopment Project.**

The Third Amendment to Subdivision Agreement (“Third Amendment to Subdivision Agreement”) is presented with this Amendment or on file with the City Clerk. Such Third Amendment to Subdivision Agreement, substantially in form and content set forth in Exhibit 2 to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable, and the Subdivision Agreement as amended by the Third Amendment to Subdivision Agreement, are incorporated into this Amendment by

reference (the Subdivision Agreement as amended by the Third Amendment to Subdivision Agreement is referred to herein as “Amended Subdivision Agreement”), and the Public Improvement Redevelopment Project and all related Redevelopment Plan provisions are amended in accordance with such Third Amendment to Subdivision Agreement and Amended Subdivision Agreement.

### **Section 3. Other**

A. This Amendment shall be conditional on execution and recording of the Third Amendment to Redevelopment Agreement and Third Amendment to Subdivision Agreement substantially in form and content set forth in exhibits to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable.

B. All improvements and all acquisitions and conveyances of all real property and interests therein of the City or CDA as the City, CDA, City Administrator, or City Engineer from time to time determines necessary or appropriate to carry out this Amendment or the Redevelopment Plan, as amended by this Amendment, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area, are authorized and approved.

C. At the option of the City or CDA, parcels or improvements described in this Amendment may be financed (including, without limitation, financing pursuant to Neb. Rev. Stat. Section 18-2147), developed, or constructed together with, or separately from, one or more other parcels or improvements under the Redevelopment Plan as amended by this Amendment; and any of which done separately shall constitute a separate redevelopment project and plan that shall be carried out in accordance with the Redevelopment Plan as amended by this Amendment and any applicable redevelopment contract, subdivision agreement, or other agreements, documents, or instruments. To the extent that a redevelopment plan authorizes the division of ad valorem taxes levied upon only a portion of the real property included in such redevelopment plan, any improvements funded by such division of taxes shall be related to, determined, and carried out in accordance with the redevelopment plan that authorizes such division of taxes.

D. Notwithstanding anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, the City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Sections 19-3301 et seq, 66-4,101, and 77-27,142, and various provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise its statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the Redevelopment Plan as amended by this Amendment, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all applicable statutory powers and authority to carry out this Amendment, the Redevelopment Plan as amended by this

Amendment, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council, if any. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to the Redevelopment Plan as amended by this Amendment, or any subsequent amendment, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, or fund the redevelopment projects, improvements, works, costs, or expenses under the Redevelopment Plan as amended by this Amendment.

E. The general plan for development of the City as a whole is the City's Comprehensive Plan. The Comprehensive Plan incorporates the Redevelopment Plan, and in conjunction with this Amendment is amended to incorporate this Amendment. Accordingly, CDA in recommending this Amendment finds and determines that this Amendment, and the Redevelopment Plan as amended by this Amendment, is in conformity with the general plan for development of the City as a whole as set forth in the City's Comprehensive Plan.

F. CDA approval and recommendation of this Amendment to the City, and City approval of this Amendment and any City Comprehensive Plan amendment incorporating this Amendment, among other things, shall constitute and be deemed to be:

1. Findings and determinations that this Amendment, and the Redevelopment Plan as amended by this Amendment, is sufficiently complete to indicate such land acquisition, demolition, and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements; and its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in the redevelopment project areas; and
2. Following the hearings required under Neb. Rev. Stat. Section 18-2115, findings and documentation in writing by the governing body of the City that this Amendment, and the Redevelopment Plan as amended by this Amendment, is feasible and in conformity with the general plan for development of the City as a whole as set forth in the City's Comprehensive Plan, as amended by incorporation of this Amendment, and in conformity with the legislative declarations and determinations set forth in the Community Development Law.

G. The Mixed Use Redevelopment Project and related Redevelopment Plan provisions, as previously approved, provide for use of funds authorized by Neb. Rev. Stat. Section 18-2147 and include findings and documentation in writing by the governing body of the City that:

1. Such Mixed Use Redevelopment Project in the Redevelopment Plan as amended by this Amendment would not be economically feasible without the use of tax-increment financing,

2. Such Mixed Use Redevelopment Project would not occur in the community redevelopment area without the use of tax-increment financing, and

3. The costs and benefits of such Mixed Use Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and have been found to be in the long-term best interest of the community impacted by such redevelopment project.

This Amendment does not add, subtract or modify use of funds previously authorized under Neb. Rev. Stat. Section 18-2147 with respect to the Mixed Use Redevelopment Project and related Redevelopment Plan provisions; and by approving this Amendment, the governing body of the City hereby ratifies and affirms the findings and documentation previously provided with respect to the Mixed Use Redevelopment Project, related Redevelopment Plan provisions and three enumerated items of this subsection G above.

H. The City or CDA from time to time shall be authorized, but not required, to issue, sell, purchase, or undertake all types of warrants, notes, bonds, refunding bonds, certificates, debentures, indebtedness or other obligations secured or payable by or from all permitted receipts, funds or sources, and to exercise or take all rights, authority, powers, discretion and actions, on such terms or conditions as it determines necessary or appropriate, to carry out this Amendment, or the Redevelopment Plan as amended by this Amendment, or otherwise for public purposes in or benefiting the Redevelopment Area, including without limitation, issuing, selling, purchasing, or undertaking any warrants, notes, bonds, refunding bonds, certificates, debentures, indebtedness or other obligations, or exercising any rights, authority, powers, or discretion, or taking any action, pursuant to applicable provisions of the Community Development Law, Neb. Rev. Stat. Section 18-2142.02, 19-3301 et seq, 66-4,101, or 77-27,142, Chapter 13, 16, 18, or 19 or any other provisions of Nebraska Statutes, or any other applicable laws, regulations, or guidance.

I. Notwithstanding anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, any past, present, or future cost, expense, or requirement of this Amendment or the Redevelopment Plan as amended by this Amendment, at the election of the City or CDA, may be financed, funded, paid, reimbursed, or carried out by the City or CDA based on any authority and utilizing any taxes, funds, receipts, proceeds, sources, resources, authority, or structures whatsoever now or hereafter of or available to the City or CDA under the Community Development Law or any other applicable laws or regulations.

J. Each right, authority, power, or discretion of City or CDA pursuant to this Amendment, the Redevelopment Plan as amended by this Amendment, or under applicable laws, regulations, or other guidance, unless otherwise expressly provided therein to the contrary, shall be considered full, complete, independent, additional and supplemental to, and shall not be considered amendatory to or limited by, any other right, authority, power, or discretion. All such laws, regulations, or other guidance, and all grants of rights, authority, powers, and discretion to the City or CDA, shall be liberally construed, and the City and CDA each shall have all incidental rights and powers necessary or appropriate to carry into effect this Amendment, the

Redevelopment Plan as amended by this Amendment, laws, regulations, other guidance, rights, authority, powers, or discretion.

K. Recitals at the beginning of this Amendment and all documents, instruments, and exhibits referenced in this Amendment are hereby incorporated into and made part of this Amendment by reference. Except as otherwise expressly provided, any drawings, plans, works, boundaries, improvements, and requirements of the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended by this Amendment, are preliminary and conceptual, the final form and content of which shall be subject to any additions, subtractions, or modifications as the City Administrator, City Engineer, or her or his designee determines necessary or appropriate, and final approval of the City or CDA as the case may be.

L. This Amendment supersedes and controls over any provisions of the Redevelopment Plan to the extent contrary to or inconsistent with this Amendment, and all provisions of such Redevelopment Plan shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the Redevelopment Plan shall continue in effect.

M. In addition to any express provisions of this Amendment or the Redevelopment Plan as amended by this Amendment, City and CDA in implementing or carrying out this Amendment or the Redevelopment Plan as amended by this Amendment each shall have and in its discretion shall be authorized to exercise all powers and authority granted by applicable Nebraska law, including without limitation, all powers and authority under Chapters 13, 16, 18, 19, 66, and 77 of Nebraska Statutes.

N. Terms and conditions of this Amendment and the Redevelopment Plan as amended by this Amendment or otherwise from time to time shall be construed and interpreted in accordance with Nebraska Statutes, as amended from time to time, and any such terms or conditions shall be deemed amended for any changes in any such statutes to the extent required by legislation enacting the changes. In the event any clause or provision of this Amendment or the Redevelopment Plan, as amended, is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, or by other governmental authority with jurisdiction thereof, the remaining portion of this Amendment or the Redevelopment Plan, as amended, shall not be affected thereby.

O. Headings are for convenience only and shall not be used in construing meaning of provisions of this Amendment.

P. Unless the context otherwise requires or this Amendment otherwise provides (i) terms used in this Amendment shall have the meanings as provided in the Redevelopment Plan, and (ii) references to "Redevelopment Plan" in the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area or Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area shall be deemed modified to mean the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and this Amendment.

Q. By recommending and approving the Redevelopment Plan, the CDA and City Council designated and agreed to the designation of the entire Redevelopment Area pursuant to Neb. Rev. Stat. Section 18-2103(22) as eligible for imposition of occupation taxes under Neb. Rev. Stat. Section 18-2142.02, and agreed to the designation of some or all of the 84<sup>th</sup> Street Redevelopment Area from time to time as one or more enhanced employment areas and to the imposition of one or more occupation taxes therein as the City Council from time to time determines in its sole discretion, and specifically that the City shall be authorized to periodically specify and adjust the boundaries of any enhanced employment areas within the Redevelopment Area, to include up to the entire Redevelopment Area in one or more enhanced employment areas, and to levy occupation taxes therein from time to time pursuant to section 18-2142.02, determine or adjust the rates of such occupation taxes, and collect, modify, revoke, or relevel such occupation taxes without any notice or consent required to or of CDA, all of which designations, agreements and authorizations the CDA and City Council, by recommending and approving this Amendment, ratify, affirm and approve. Not in limitation of the foregoing provisions of this subsection "Q," all enhanced employment areas or occupation taxes specified in or adopted in accordance with the Amended Subdivision Agreement or Amended Redevelopment Agreement incorporated into this Amendment, in form and content approved by City or CDA, are ratified, affirmed and approved, and approval by the governing body of the City shall constitute and be deemed to be a determination by such governing body that the requirements of Neb. Rev. Stat. Section 18-2116(2) are satisfied based on any written undertakings by any redeveloper in connection with any application or approval.

R. Not in limitation of anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, the CDA in recommending this Amendment authorizes the City Council, City Administrator, City Engineer or City Treasurer to authorize, approve, and make expenditures, payments, orders, warrants, requisitions, or disbursements of any funds on behalf of the CDA. Any action taken by the City Council, City Administrator, City Engineer, or City Treasurer on behalf of the City also shall constitute authorization and approval on behalf of the CDA to the extent such authorization or approval is required. Notwithstanding the foregoing, the City and CDA do not anticipate any transfer of funds from the City to the CDA. Rather, the City and CDA, with possible exception of tax increment financing or as otherwise required by the circumstances or authorized by the City Council or City Administrator, intend that the City will retain custody and control of all receipts and funds, and by agreement, specific authorization, approval, or otherwise directly pay any amount, cost, or expense connected with performance described in this Amendment or the Redevelopment Plan as amended by this Amendment.

S. Any agreement at any time entered by the City or CDA reciting in substance that it has been entered into by the City or CDA to provide financing for an approved redevelopment project shall be conclusively deemed to have been entered into for such purpose and such project shall be conclusively deemed to have been planned, located, and carried out in accordance with the purposes and provisions of the Community Development Law. For this purpose and all such agreements, "financing" shall mean any obligation to pay, pay for, or reimburse costs, expenses or improvements.

T. Approval of this Amendment shall be deemed to constitute approval of the Redevelopment Plan as amended by this Amendment, and approval of each redevelopment project and related plan provisions.

U. Displacement of families from the Mixed Use Redevelopment Project Area or Public Improvement Redevelopment Project Area is not expected, though if it were to occur, any relocation of families would be carried out in accordance with the requirements of applicable law.

V. All authority and rights granted by this Amendment or the Redevelopment Plan as amended by this Amendment shall include, without limitation, acquiring, obtaining, exercising, conveying, or providing all property, rights and interests, taking or performing all actions, and entering, adopting, or executing all agreements, documents and instruments as the City or CDA or its designee determines necessary or appropriate; and approving, issuing, undertaking, paying for, or otherwise obtaining all improvements, works, funds, or obligations in connection with this Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment contracts or projects, or as the governing body of the City, CDA, or its designee from time to time determines necessary or appropriate in connection with eliminating or preventing recurrence of the substandard and blighted 84<sup>th</sup> Street Redevelopment Area, to carry out this Amendment or the Redevelopment Plan as amended by this Amendment, or for redevelopment of the 84<sup>th</sup> Street Redevelopment Area.

W. It is anticipated that cooperation and coordination of the CDA and City with each other or other parties might be necessary or appropriate to facilitate implementation of this Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment project, and such cooperation or coordination as determined by the City Administrator or her designee is authorized to the fullest extent permitted by applicable law. Not in limitation of the foregoing, City and CDA each shall have authority to assign, delegate, assume, undertake, or carry out to, from, or for the other or otherwise assist with any performance or action pursuant to this Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment project or contract, or as otherwise necessary or appropriate to carry out any redevelopment project or contract.

## **EXHIBIT 1**

### **Third Amendment to Redevelopment Agreement**



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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT**

This Third Amendment to Redevelopment Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section Vy below by and between the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by City of La Vista Ordinance No. 1167 on February 12, 2012 (“CDA”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Astro Theater, LLC, a Nebraska limited liability company, (“Astro Theater”), Store Master Funding XXI LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Store Master”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), La Vista Car Wash LLC, a Nebraska limited liability company (“Car Wash”), City Centre 1 LLC, a Nebraska limited liability company, (“City Centre 1”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”) and E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) (LVCC, Music Venue, Astro Theater, Store Master, Rocket Property, Car Wash, City Centre 1, City Centre 1.1, City Centre 2, and E&W together herein “Redeveloper”).

**Recitals.** The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”) and in 2020 by Amendment No. 2 (the 2016 Redevelopment Plan as amended by Amendment No. 2 referred to herein as “2020 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and TIF in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project.

**Upon Recording Please Return To:**

Fitzgerald Schorr PC LLO  
Attn: Tom McKeon  
10050 Regency Circle  
Omaha, NE 68114

B. Lots and lot ownership within parts of the 84<sup>th</sup> Street Redevelopment Area known as La Vista City Centre are as follows:

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, subsequently was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”).

Lot ownership:

(i) Store Master and Rocket Property, as successors of Car Wash, own land and improvements, respectively, of Lot 1, La Vista City Centre,

(ii) LVCC owns:

Lot 2, La Vista City Centre,

Lot 1, Replat 2,

Lots 6, 8, 9 and 11, Replat Three (E&W owns the building and other improvements on Lot 8, Replat Three),

Lot 1, Replat Four, and

Lots 1 and 2, Replat 5,

(iii) City Centre 1, as successor of LVCC, owns:

Lot 2, Replat 1, and

Lot 10, Replat Three, and

(iv) City Centre 1.1, as successor of City Centre 1, owns Lots 14 and 15, La Vista City Centre, and

(v) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three, and

(vi) Music Venue, as successor of LVCC, owns Lot 3, Replat Four, leased by Astro Theater (lots described in subsections “i” through “vi” together are referred to herein as “City Centre Property”).

(vii) The City of La Vista owns:

Outlot B, La Vista City Centre,

Lot 2, Replat 2,

Lots 7 and 12, Replat Three, and

Lot 2, Replat Four.

C. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Sarpy County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First

Amendment to Redevelopment Agreement and in 2021, pursuant to the 2020 Redevelopment Plan, by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) (the 2016 Redevelopment Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Redevelopment Agreement”). Terms, conditions and exhibits of the 2021 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area (in part by reference to Minimum Uses under the 2021 Subdivision Agreement), Design Standards and other requirements. The parties desire to amend the 2021 Redevelopment Agreement consistent with changes pursuant to the Third Amendment to Subdivision Agreement described below regarding improvements to be constructed within the Mixed Use Redevelopment Project Area, and to modify Design Standards.

E. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Sarpy County Register of Deeds Instrument Number 2016-31244) (“2016 Subdivision Agreement”) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three and in 2021, pursuant to the 2020 Redevelopment Plan, by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) (the 2016 Subdivision Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Subdivision Agreement”). Terms, conditions and exhibits of the 2021 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types, uses and minimum requirements for retail and office uses of Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements (“Minimum Uses”), and dining or other retail for the street level of the existing building on Lot 14, La Vista City Centre. Contemporaneously with this Amendment the 2021 Subdivision Agreement is being amended to modify such Minimum Uses, and to allow multiple family dwelling for part of the street level of the existing building on Lot 14, La Vista City Centre (“Third Amendment to Subdivision Agreement”). Corresponding amendments also are being made to the 2020 Redevelopment Plan (“Amendment No. 3”). Provisions of the 2020 Redevelopment Plan, as amended by Amendment No. 3, and the 2021 Subdivision Agreement, as amended by the Third Amendment to Subdivision Agreement, are incorporated herein by this reference and the parties shall be bound by them.

F. CDA, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that improvements pursuant to the 2020 Redevelopment Plan, as amended by Amendment No. 3 (as amended, “2024 Redevelopment Plan”), the 2021 Redevelopment Agreement, as amended by this Amendment, or the 2021 Subdivision Agreement, as amended by the Third Amendment to Subdivision Agreement (“2024 Subdivision Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84<sup>th</sup> Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The CDA

determines that the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project, as amended by this Amendment or the Third Amendment to Subdivision Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, CDA, City, and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2021 Redevelopment Agreement and agree as follows:

I. Minimum Uses for purposes of the 2021 Redevelopment Agreement shall be amended as provided in the Third Amendment to Subdivision Agreement.

II. Multiple family dwelling is approved for part of the street level of the building on Lot 14, La Vista City Centre, as described or depicted in Exhibit II, and all terms, conditions and exhibits of the 2021 Redevelopment Agreement that provide for retail, dining, restaurant or uses other than multiple family dwelling, for such part of the street level of the building on Lot 14 shall be deemed amended to provide for multiple family dwelling.

III. Design standards set forth in Exhibit "G" of the 2016 Redevelopment Agreement shall be amended as follows:

Chapter 2: Geographic Area and Criteria; Exceptions; shall be amended to read:

Exceptions:

Conformance to this Design Guideline shall not apply if the project consists of one of the following:

- 1) Structural modification which will not be visible from outside the structure.
- 2) Container bars that have been approved through the Conditional Use Permit process.

IV. All provisions of the 2021 Redevelopment Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2021 Redevelopment Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2021 Redevelopment Agreement, provisions of this Amendment shall govern and control.

V. Other.

a. Boundaries of the Mixed Use Redevelopment Project Area. Boundaries of the Mixed Use Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan and adjusted by the Second Amendment to Redevelopment Agreement incorporated into the 2020 Redevelopment Plan, and shall remain the same and unchanged.

b. Map Showing Existing Conditions and Uses. A map and description of

existing conditions and uses of real property in the Mixed Use Redevelopment Project Area are provided in the 2016 Redevelopment Plan, including Lot 14 and areas of La Vista City Centre involved in this Amendment, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.

c. Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Mixed Use Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Redevelopment Agreement incorporated into the 2020 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Public Improvement Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.

d. Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Mixed Use Redevelopment Project Area after redevelopment, including without limitation parts of the Mixed Use Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2024 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.

e. Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second Amendment to Redevelopment Agreement incorporated into the 2020 Redevelopment Plan. Except as may be provided in the 2024 Redevelopment Plan, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2021 Redevelopment Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

f. Site Plan of Mixed Use Redevelopment Project Area. The preliminary site plan of the Mixed Use Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Redevelopment

Agreement incorporated into the 2020 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

g. Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Mixed Use Redevelopment Project Area after redevelopment are preliminarily projected in the 2020 Redevelopment Plan. Additional public facilities or utilities are not contemplated at this time to support the new land uses in parts of the Mixed Use Redevelopment Project Area involved in this Amendment. The final public facilities or utilities will be subject any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

h. Building requirements. Except for Design Standards, as modified by this Amendment, or as otherwise provided by agreement of the CDA and Redeveloper in accordance with the 2021 Redevelopment Agreement, as modified by this Amendment, or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.

i. Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2021 Redevelopment Agreement, as amended by this Amendment, the 2024 Subdivision Agreement, or the 2024 Redevelopment Plan, zoning of the Property is consistent with the Future Zoning Map and accommodates the Mixed Use Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.

j. Consents and Certifications. Redeveloper ratifies and affirms the following to the CDA:

i. Consent to designation of all or part of the Mixed Use Redevelopment Project Area as an enhanced employment area, and

ii. Certification that

- a. It has not filed and does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act for a project located or to be located within the redevelopment project area;
- b. No such application includes or will include, as one of the tax incentives, a refund of the city's local option sales tax revenue; and
- c. No such application has been approved under the Nebraska Advantage Act or the ImagiNE Nebraska Act.

k. Document Retention. Each Redeveloper shall retain copies of all supporting documents in its possession or control that are associated with the 2024 Redevelopment Plan or Mixed Use Redevelopment Project, as amended, and that are received or generated by it for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the City of La Vista as needed to comply with the City's retention requirements under Neb. Rev. Stat. section [18-2117.04](#). For purposes of this subsection, supporting document includes any cost-benefit analysis conducted pursuant to Neb. Rev. Stat. section [18-2113](#) and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

l. All ad valorem taxes levied upon real property in the Mixed Use Redevelopment Project Area, as amended from time to time, shall be paid before the taxes become delinquent in order for the Mixed Use Redevelopment Project to receive funds from the division of taxes, except the City Administrator or her designee in his or her sole discretion may waive the requirement upon finding that a delinquency was for good and sufficient cause beyond the control of Redeveloper.

m. This Amendment describes one or more Redevelopment Projects and shall constitute a redevelopment contract for redevelopment within the Mixed Use Redevelopment Project Area, as amended from time to time, in conformity with the 2024 Redevelopment Plan.

n. A redevelopment project that includes the division of taxes as provided in Neb. Rev. Stat. Section [18-2147](#) shall not provide for the reimbursement of costs incurred prior to approval of the redevelopment project, except for costs relating to:

- (1) The preparation of materials and applications related to the redevelopment project;
- (2) The preparation of a cost-benefit analysis conducted pursuant to section [18-2113](#);
- (3) The preparation of a redevelopment contract;
- (4) The preparation of bond and other financing instruments;
- (5) Land acquisition and related due diligence activities, including, but not limited to, surveys and environmental studies; and
- (6) Site demolition and preparation.

o. This Amendment shall be subject to and carried out in accordance with the 2024 Redevelopment Plan.

p. Any improvements described in this Amendment shall be in addition to other improvements described in the 2021 Redevelopment Agreement.

q. This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.

r. Notwithstanding anything in this Amendment to the contrary:

- (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2021 Redevelopment Agreement, as amended by this Amendment, the 2024 Subdivision Agreement, or the 2024 Redevelopment Plan; and
- (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2021 Redevelopment Agreement, as amended by this Amendment, the 2024 Subdivision Agreement, or the 2024 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2024 Redevelopment Plan, as amended from time to time.

s. This Amendment has been authorized, issued, and entered into by the CDA to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.

t. This Amendment and the agreements and understandings herein constitute



covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.

u. The 2024 Redevelopment Plan and 2024 Subdivision Agreement, including without limitation all exhibits of such 2024 Redevelopment Plan or 2024 Subdivision Agreement, all documents, instruments and Exhibits referenced in this Amendment, and the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.

v. Headings are for convenience only and shall not be used in construing meaning.

w. This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.

x. This Amendment shall be subject to consent of all tenants and holders of security or other interests with respect to any party's interest in any City Centre Property, substantially in form and content of the Tenant/Secured Party Consent below, unless otherwise determined by the City Administrator of the City of La Vista or her designee.

y. Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

**[Signature Pages to Follow.]**

LA VISTA COMMUNITY DEVELOPMENT AGENCY:

\_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

ATTEST:

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

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF SARPY     )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 authorized to act on behalf of the La Vista Community Development Agency, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the Agency to be their voluntary act and deed and the voluntary act and deed of said Agency.

[Seal]

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

LA VISTA CITY CENTRE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

LA VISTA MUSIC VENUE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of La Vista Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

ASTRO THEATER, LLC,  
a Nebraska corporation

By:\_\_\_\_\_

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

Its: \_\_\_\_\_

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Astro Threater, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

STORE MASTER FUNDING XXI LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

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

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

[illegible]

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Store Master Funding XXI LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

ROCKET PROPERTY COMPANY LLC  
a Delaware limited liability company

By:\_\_\_\_\_

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

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

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Rocket Property Company LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

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

LA VISTA CAR WASH LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista Car Wash LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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



CITY CENTRE 1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of City Centre 1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 1.1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 1.1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

E&W HOLDINGS, LLC,  
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska  
limited liability company, Sole Member

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of La Vista City Centre, LLC.

[Seal]

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

## TENANT/SECURED PARTY CONSENT

The undersigned, as the holder of a tenant interest or lien (“Tenant/Security Interest”) on property within the Mixed Use Redevelopment Project Area, as modified pursuant to the Third Amendment to Redevelopment Agreement above, (“Leased/Secured Property”), for itself and for all of its successors and assigns, hereby consents and agrees to the Third Amendment to Redevelopment Agreement above and execution thereof by the parties, and further consents and agrees that the Tenant/Security Interest and Leased/Secured Property shall be subject to such Third Amendment to Redevelopment Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_, a \_\_\_\_\_

By \_\_\_\_\_

Its

STATE OF \_\_\_\_\_ )

)ss.

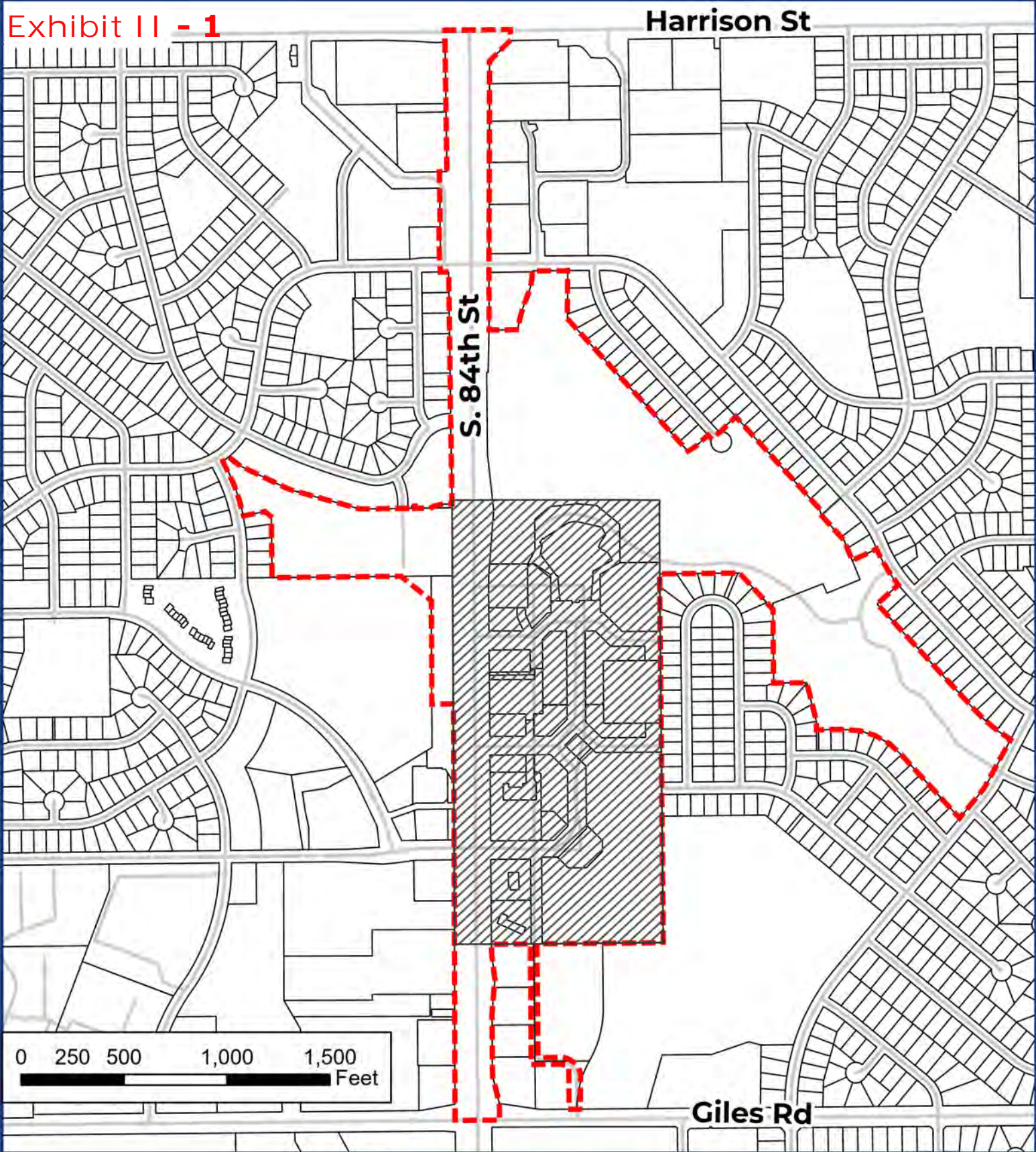
COUNTY OF \_\_\_\_\_ )

The foregoing Tenant/Secured Party Consent was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

Notary Public

**SEE ATTACHED PAGES**

**Exhibit II**



84th Street Redevelopment Plan Amendment #3

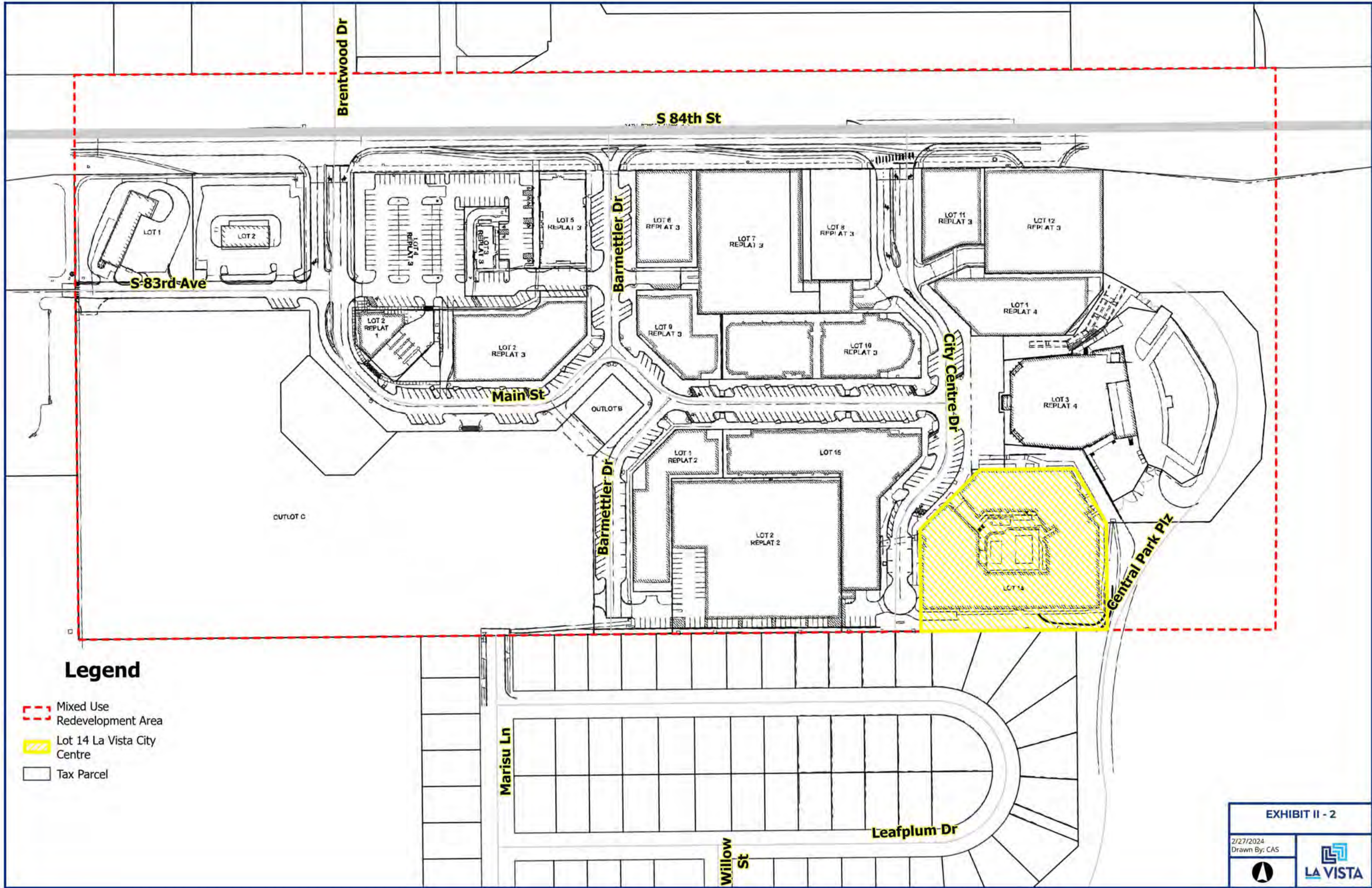


Legend

- Redevelopment Area - 84th St Redevelopment Plan
- Redevelopment Area - Redevelopment Plan Amendment #3







## Legend

-  Mixed Use Redevelopment Area
-  Lot 14 La Vista City Centre
-  Tax Parcel

EXHIBIT II - 2

2/27/2024  
Drawn By: CAS





**LOT 14 La Vista City Centre**

**Exhibit II - 3**



1 FIRST FLOOR - FLS  
32'0" x 36'4" = 1'-0"



2 LOFT - FLS  
32'0" x 36'4" = 1'-0"

8/17/2024 1:08:03PM

## **EXHIBIT 2**

### **Third Amendment to Subdivision Agreement**

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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**THIRD AMENDMENT TO SUBDIVISION AGREEMENT**

This Third Amendment to Subdivision Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section IVt below by and between the City of La Vista, a Nebraska municipal corporation (“City”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Astro Theater, LLC, a Nebraska limited liability company, (“Astro Theater”), Store Master Funding XXI LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Store Master”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), La Vista Car Wash LLC, a Nebraska limited liability company (“Car Wash”), City Centre 1 LLC, a Nebraska limited liability company, (“City Centre 1”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”) and E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) (LVCC, Music Venue, Astro Theater, Store Master, Rocket Property, Car Wash, City Centre 1, City Centre 1.1, City Centre 2, and E&W together herein “Subdivider”).

**Recitals**      The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”) and in 2020 by Amendment No. 2 (the 2016 Redevelopment Plan as amended by Amendment No. 2 referred to herein as “2020 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and TIF in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project.

B. Lots and lot ownership within parts of the 84<sup>th</sup> Street Redevelopment Area known as La Vista City Centre are as follows:

**Upon Recording Please Return To:**

Fitzgerald, Schorr PC LLO  
Attn: Tom McKeon  
10050 Regency Circle  
Omaha, NE 68114

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, subsequently was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”).

Lot ownership:

- (i) Store Master and Rocket Property, as successors of Car Wash, own land and improvements, respectively, of Lot 1, La Vista City Centre,
- (ii) LVCC owns:
  - Lot 2, La Vista City Centre,
  - Lot 1, Replat 2,
  - Lots 6, 8, 9 and 11, Replat Three (E&W owns the building and other improvements on Lot 8, Replat Three),
  - Lot 1, Replat Four, and
  - Lots 1 and 2, Replat 5,
- (iii) City Centre 1, as successor of LVCC, owns:
  - Lot 2, Replat 1, and
  - Lot 10, Replat Three, and
- (iv) City Centre 1.1, as successor of City Centre 1, owns Lots 14 and 15, La Vista City Centre, and
- (v) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three, and
- (vi) Music Venue, as successor of LVCC, owns Lot 3, Replat Four, leased by Astro Theater (lots described in subsections “i” through “vi” together are referred to herein as “City Centre Property”).
- (vi) The City of La Vista owns:
  - Outlot B, La Vista City Centre,
  - Lot 2, Replat 2,
  - Lots 7 and 12, Replat Three, and
  - Lot 2, Replat Four.

C. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Sarp County Register of Deeds Instrument Number 2016-31244 (“2016 Subdivision Agreement”) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three, and in 2021 by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) pursuant to the 2020 Redevelopment Plan (the 2016 Subdivision

Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Subdivision Agreement”). Terms, conditions and exhibits of the 2021 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types, uses and minimum requirements for retail and office uses of Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements (“Minimum Uses”), and dining or other retail for the street level of the existing building on Lot 14, La Vista City Centre. The parties desire to amend the 2021 Subdivision Agreement to modify such Minimum Uses, and to allow multiple family dwelling for part of the street level of the existing building on Lot 14, La Vista City Centre.

D. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Sary County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First Amendment to Redevelopment Agreement, and in 2021 by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) pursuant to the 2020 Redevelopment Plan (the 2016 Redevelopment Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Redevelopment Agreement”). Terms, conditions and exhibits of the 2021 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area (in part by reference to Minimum Uses under the 2021 Subdivision Agreement) and Design Standards. Contemporaneously with this Amendment the 2021 Redevelopment Agreement is being amended consistent with changes pursuant to this Amendment regarding improvements to be constructed within the Mixed Use Redevelopment Project Area, and to modify Design Standards. (“Third Amendment to Redevelopment Agreement”). Corresponding amendments also are being made to the 2020 Redevelopment Plan (“Amendment No. 3”). Provisions of the 2020 Redevelopment Plan, as amended by Amendment No. 3, and the 2021 Redevelopment Agreement, as amended by the Third Amendment to Redevelopment Agreement, are incorporated herein by this reference and the parties shall be bound by them.

E. City, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that improvements pursuant to the 2020 Redevelopment Plan, as amended by Amendment No. 3, (“2024 Redevelopment Plan”), the 2021 Subdivision Agreement, as amended by this Amendment, or the 2021 Redevelopment Agreement, as amended by the Third Amendment to Redevelopment Agreement, (“2024 Redevelopment Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84<sup>th</sup> Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The City determines that the Public Improvement Redevelopment Project and Mixed Use Redevelopment Project, as amended by this Amendment or the Third Amendment to Redevelopment Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, City, CDA and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2021 Subdivision Agreement and agree as follows:

I. Minimum Uses pursuant to Subsection 2.b. of the 2016 Subdivision Agreement, as modified by Section 2.ii. of the Second Amendment to Subdivision Agreement, shall be amended as follows: Phase I Subdivider Improvements shall include a minimum of 63,500 square feet of retail space occupied by businesses primarily engaged in the business of selling goods or services subject to City of La Vista local option sales taxes sourced in the Mixed Use Redevelopment Project Area (“Retail Space”), a minimum of 32,300 square feet of Class A office space, and 392 units of multifamily housing. Phase I Subdivider Improvements and all subsequent phases combined shall have a minimum of 180,000 square feet of Retail Space. For purposes of this paragraph, (a) square footage of any grocery store or other store that is used to sell groceries or other products or services exempt from sales tax, and square footage of the Event Venue, shall be excluded for determining whether or not minimum requirements for Retail Space under this paragraph are satisfied, and (b) Class A office space will be constructed on Lot 1, Replat Four, and multifamily housing will not be constructed on Lot 1, Replat Four without prior approval of the City.

II. Multiple family dwelling is approved for part of the street level of the existing building on Lot 14, La Vista City Centre, as described or depicted in Exhibit II, and all terms, conditions and exhibits of the 2021 Subdivision Agreement that provide for retail, dining, restaurant or uses other than multiple family dwelling for such part of the street level of the building on Lot 14 shall be deemed amended to provide for multiple family dwelling.

III. All provisions of the 2021 Subdivision Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2021 Subdivision Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2021 Subdivision Agreement, provisions of this Amendment shall govern and control.

IV. Other.

- a) Boundaries of the Public Improvement Redevelopment Project Area. Boundaries of the Public Improvement Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan.
- b) Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Public Improvement Redevelopment Project Area are provided in the 2016 Redevelopment Plan, including Lot 14 and areas of La Vista City Centre involved in this Amendment, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.

- c) Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Public Improvement Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Subdivision Agreement incorporated into the 2020 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Public Improvement Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.
- d) Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Public Improvement Redevelopment Project Area after redevelopment, including without limitation parts of the Public Improvement Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2024 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.
- e) Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second Amendment to Subdivision Agreement incorporated into the 2020 Redevelopment Plan. Except as may be provided in the 2024 Redevelopment Plan, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2021 Subdivision Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.
- f) Site Plan of Public Improvement Redevelopment Project Area. The preliminary site plan of the Public Improvement Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Subdivision Agreement incorporated into the 2020 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

- g) Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Public Improvement Redevelopment Project Area after redevelopment are preliminarily projected in the 2020 Redevelopment Plan. Additional public facilities or utilities are not contemplated at this time to support the new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Amendment. The final public facilities or utilities will be subject any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.
- h) Building Requirements. Except for Design Standards in the 2024 Redevelopment Agreement, or as otherwise provided by agreement of the CDA and Redeveloper in accordance with the 2024 Redevelopment Agreement or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.
- i) Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Agreement or the 2024 Redevelopment Plan, zoning of the Property is consistent with the Future Zoning Map and accommodates the Public Improvement Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.
- j) This Amendment shall be subject to and carried out in accordance with the 2024 Redevelopment Plan.
- k) Any improvements described in this Amendment shall be in addition to other improvements described in the 2021 Subdivision Agreement.
- l) This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.
- m) Notwithstanding anything in this Amendment to the contrary:
- (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Agreement, or the 2024 Redevelopment Plan; and
  - (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes,



including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Agreement, or the 2024 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2024 Redevelopment Plan, as amended from time to time.

- n) This Amendment has been authorized, issued, and entered into by the City to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.
- o) This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.
- p) The 2024 Redevelopment Plan and 2024 Redevelopment Agreement, including without limitation all exhibits of such 2024 Redevelopment Plan or 2024 Redevelopment Agreement, all documents, instruments and Exhibits referenced in this Amendment, and

the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.

- q) Headings are for convenience only and shall not be used in construing meaning.
- r) This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.
- s) This Amendment shall be subject to consent of all tenants and holders of security or other interests with respect to any party's interest in any City Centre Property, substantially in form and content of the Tenant/Secured Party Consent below, unless otherwise determined by the City Administrator of the City of La Vista or her designee.
- t) Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

**[Signature Pages to Follow.]**

CITY OF LA VISTA:

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Douglas Kindig, Mayor  
City of La Vista

ATTEST:

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Pamela A. Buethe, City Clerk, MMC

STATE OF NEBRASKA    )  
                                      )ss.  
COUNTY OF SARPY        )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 authorized to act on behalf of the City of La Vista, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the City to be their voluntary act and deed and the voluntary act and deed of said City.

[Seal]

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Notary Public

LA VISTA CITY CENTRE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_, by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

LA VISTA MUSIC VENUE, LLC,  
a Nebraska limited liability company

By:\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of La Vista Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

ASTRO THEATER, LLC,  
a Nebraska corporation

By:\_\_\_\_\_

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

Its: \_\_\_\_\_

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Astro Threater, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

STORE MASTER FUNDING XXI LLC,  
a Delaware limited liability company

By:\_\_\_\_\_

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

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

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Store Master Funding XXI LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

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

ROCKET PROPERTY COMPANY LLC  
a Delaware limited liability company

By:\_\_\_\_\_

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

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

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Rocket Property Company LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

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



LA VISTA CAR WASH LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista Car Wash LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 1.1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 1.1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

E&W HOLDINGS, LLC,  
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska  
limited liability company, Sole Member

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of La Vista City Centre, LLC.

[Seal]

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

## TENANT/SECURED PARTY CONSENT

The undersigned, as the holder of a tenant interest or lien ("Tenant/Security Interest") on property within the Public Improvement Redevelopment Project Area ("Leased/Secured Property"), for itself and for all of its successors and assigns, hereby consents and agrees to the Third Amendment to Subdivision Agreement above and execution thereof by the parties, and further consents and agrees that the Tenant/Security Interest and Leased/Secured Property shall be subject to such Third Amendment to Subdivision Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_, a \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.

COUNTY OF \_\_\_\_\_ )

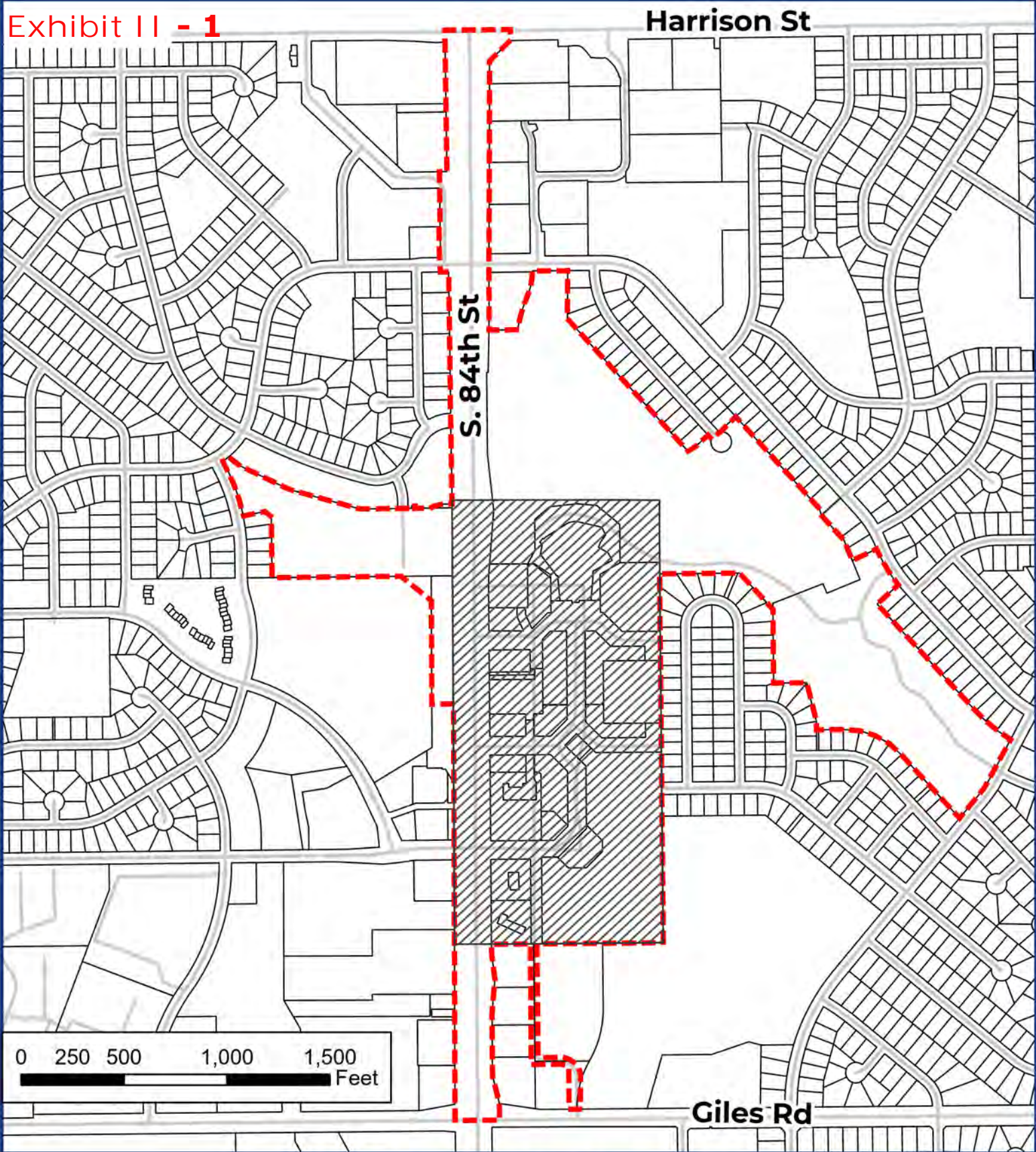
The foregoing Tenant/Secured Party Consent was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

Notary Public

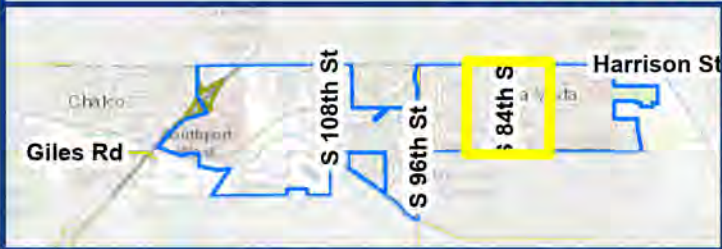
**SEE ATTACHED PAGES**

**Exhibit II**





84th Street Redevelopment Plan Amendment #3



Legend

- Redevelopment Area - 84th St Redevelopment Plan
- Redevelopment Area - Redevelopment Plan Amendment #3









**LOT 14 La Vista City Centre**

**Exhibit II - 3**



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MARCH 19, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
COMPREHENSIVE PLAN AMENDMENT TO INCORPORATE REDEVELOPMENT PLAN FOR THE 84 <sup>TH</sup> STREET REDEVELOPMENT AREA – AMENDMENT NO. 3	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and an Ordinance has been prepared to approve an amendment to the Comprehensive Development Plan (“Comprehensive Plan”) to incorporate Redevelopment Plan for the 84th Street Redevelopment Area - Amendment No. 3 (“Amendment No. 3”) into the Comprehensive Plan.

**FISCAL IMPACT**

Funds are budgeted.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Comprehensive Plan, which is the general plan for development of the City as a whole, was amended in 2013, 2016 and 2020 to incorporate the *Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area* (“Initial Redevelopment Plan”), *Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 1*, and *Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 2* (the Initial Redevelopment Plan, as amended by Amendments No. 1 and 2, is referred to in this council report as “Redevelopment Plan”); and the Redevelopment Plan continues as part of the current Comprehensive Plan.

Earlier in the meeting agenda, an additional proposed amendment to the Redevelopment Plan, titled “Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 3” (“Amendment No. 3”) is presented at this meeting among other things to modify certain minimum requirements with respect to private improvements to be constructed within the Mixed Use Redevelopment Project Area and allow additional multiple family residential space instead of retail uses for a portion of the street level of the building on Lot 14, La Vista City Centre as provided in the Third Amendment to Subdivision Agreement incorporated into Redevelopment Plan Amendment No. 3, and to modify certain Design Standards as provided in the Third Amendment to Redevelopment Agreement incorporated into such Amendment No. 3. A proposed Ordinance is presented for the City Council to amend the current Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 3 into it.

The Planning Commission after notice and public hearing on February 29, 2024 voted unanimously to recommend City Council approval of an amendment to the current Comprehensive Plan to incorporate Redevelopment Plan

Amendment No. 3, subject to, among other things, City Council adoption of Amendment No. 3. Such recommendation of the Planning Commission is on file with the Agency and City Council pursuant to a Certificate of the Chairman of the Planning Commission.

CERTIFICATE  
CITY OF LA VISTA  
PLANNING COMMISSION

The undersigned Chairman of the City of La Vista Planning Commission hereby certifies as follows:

The Planning Commission at its duly called, noticed and convened meeting on February 29, 2024 at which a quorum was present received from the La Vista Community Development Agency ("Agency") proposed Amendment No. 3 to the Redevelopment Plan "84<sup>th</sup> Street Redevelopment Area" as previously amended ("Redevelopment Plan Amendment No. 3") for review and recommendations as to its conformity and conformity of the Redevelopment Plan as amended by Redevelopment Plan Amendment No. 3 with the general plan for the development of the City as a whole, as provided in the La Vista Comprehensive Plan. The Planning Commission, after notice and hearing, reviewed Redevelopment Plan Amendment No. 3 and approved a Resolution recommending to the Agency and governing body of the City of La Vista Redevelopment Plan Amendment No. 3 presented at the meeting as in conformity, and conformity of the Redevelopment Plan as amended by such Redevelopment Plan Amendment No. 3, with the La Vista Comprehensive Plan, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) City Council adoption of an amendment to the Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 3 into the Comprehensive Plan, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate. Motion to approve said Resolution was made by Planning Commission Member Gayle Malmquist, which motion was seconded by Planning Commission Member John Gahan. After consideration, the roll was called and the following members voted in favor of the passage and adoption of said Resolution: Gayle Malmquist, Harold Sargus, John Gahan, Josh Frey, Mike Circo, Debra Dogba, Michael Kryzwicki. The following members voted against the same: (none). The following members were absent or did not vote: Kathleen Alexander, Patrick Coghlan. The passage of said Resolution having been


consented to by a majority of the members of the Planning Commission, the Chairman declared the Resolution duly passed and adopted.

The Planning Commission, after notice and hearing, also considered and approved a Resolution recommending that the City Council amend the La Vista Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 3 into the Comprehensive Plan ("Comprehensive Plan Amendment"), in form and content satisfactory to the City Administrator or the City Administrator's designee, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) Agency recommendation and City Council adoption of Redevelopment Plan Amendment No. 3, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate. Motion to approve said Resolution was made by Planning Commission Member Gayle Malmquist, which motion was seconded by Planning Commission Member Josh Frey. After consideration, the roll was called and the following members voted in favor of the passage and adoption of said Resolution: Gayle Malmquist, Harold Sargus, John Gahan, Josh Frey, Mike Circo, Debra Dogba, Michael Kryzwicki. The following members voted against the same: (none). The following members were absent or did not vote: Kathleen Alexander, Patrick Coghlan. The passage of said Resolution having been consented to by a majority of the members of the Planning Commission, the Chairman declared the Resolution duly passed and adopted.

On this date, this Certificate and recommendations are hereby filed with the Agency and City Council.

DATED this 29th day of February, 2024.

CITY OF LA VISTA PLANNING COMMISSION

  
Chairman

## RESOLUTION NO 24-001

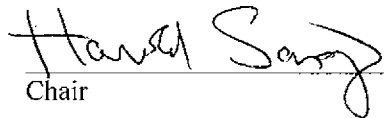
A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING THAT THE CITY OF LA VISTA CITY COUNCIL AMEND THE CITY OF LA VISTA COMPREHENSIVE PLAN TO INCORPORATE REDEVELOPMENT PLAN FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA - AMENDMENT NO. 3 INTO THE COMPREHENSIVE PLAN

NOW THEREFORE BE IT RESOLVED, that

1. An amendment to the City of La Vista Comprehensive Plan, as previously amended, ("Comprehensive Plan"), is proposed to incorporate "*Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 3*" into the Comprehensive Plan ("Comprehensive Plan Amendment"). The proposed *Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 3* ("Redevelopment Plan Amendment No. 3") is presented at this meeting as a separate agenda item.
2. The Planning Commission, after notice and hearing, recommends that the City Council approve the Comprehensive Plan Amendment in form and content satisfactory to the City Administrator or the City Administrator's designee, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) Agency recommendation and City Council adoption of Redevelopment Plan Amendment No. 3, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate.

PASSED AND APPROVED THIS 29th DAY OF FEBRUARY, 2024.

CITY OF LA VISTA PLANNING COMMISSION

  
Chair



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

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND SECTION 1 OF ORDINANCE NO. 1502 CODIFIED IN SECTIONS 151.01 AND 151.02 OF THE LA VISTA MUNICIPAL CODE TO INCORPORATE AMENDMENT NO. 3 OF THE REDEVELOPMENT PLAN FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA INTO THE COMPREHENSIVE DEVELOPMENT PLAN; TO REPEAL SECTION 1 OF ORDINANCE NO. 1502 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 AND ANY CONFLICTING ORDINANCES OR PARTS THEREOF AS PREVIOUSLY ENACTED; AND TO PROVIDE FOR SEVERABILITY AND FOR THE EFFECTIVE DATE HEREOF.

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

WHEREAS, Ordinance No. 1502 dated November 21, 2023 amended, repealed and replaced Sections 1 and 2 of Ordinance No. 1472 codified in Municipal Code Sections 151.01 and 151.02 and incorporating the La Vista Comprehensive Plan, Updated December 2018, as amended December 20, 2022, in their entirety with, and adopted, revised Sections 151.01 and 151.02 and thereby the City of La Vista Comprehensive Plan, Updated December 2018, as amended November 21, 2023, ("Comprehensive Plan") including and incorporating therein without limitation the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, and Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area, as Appendices D, E-1 and E-2, respectively, in addition to other specified Appendices; and

WHEREAS, an amended comprehensive development plan, titled "City of La Vista Comprehensive Plan, Updated December 2018, as amended March 19, 2024, and incorporating therein the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area, and Amendment No. 3 to the Redevelopment Plan for the 84th Street Redevelopment Area as Appendices D, E-1, E-2 and E-3, respectively, in addition to other specified Appendices, is presented with this Ordinance and incorporated herein by this reference; and

WHEREAS, the Mayor and City Council desire to amend Ordinance No. 1502 and the Comprehensive Plan, and adopt the City of La Vista Comprehensive Plan, Updated December 2018, as amended March 19, 2024, including without limitation all Appendices.

NOW THEREFORE, the following are approved, conditioned on City Council approval of Amendment No. 3 to the Redevelopment Plan for the 84th Street Redevelopment Area:

SECTION 1. Amendment of Section 1 of Ordinance No. 1502 codified in Municipal Code Sections 151.01 and 151.02. Section 1 of Ordinance No. 1502, codified in Municipal Code Sections 151.01 and 151.02, is hereby amended, repealed and replaced in its entirety with the following:

**"§ 151.01      COMPREHENSIVE PLAN ADOPTED.** In order to accommodate anticipated long-range future growth, the City of La Vista Comprehensive Plan,



Updated December 2018, as amended March 19, 2024, and including and incorporating therein, without limitation, the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area and Amendment No. 3 to the Redevelopment Plan for the 84th Street Redevelopment Area as Appendices D, E-1, E-2 and E-3, respectively, and further including and incorporating therein, without limitation, all other Appendices A, B, C, F, G and H, as presented and on file with the City Clerk and as may from time to time be amended, is adopted as and shall constitute the comprehensive development plan of the City of La Vista and general plan for development of the City as a whole. Three copies of the adopted plan and any amendments thereto shall be kept with enacting or amending ordinances on file with the City Clerk and available for inspection by any member of the public during office hours.

**§ 151.02      ADOPTION OF OFFICIAL LA VISTA COMPREHENSIVE PLAN**

**UPDATE.** The City of La Vista Comprehensive Plan, Updated December 2018, as amended March 19, 2024, received and recommended by the La Vista Planning Commission, and including and incorporating therein, without limitation, Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No, 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No, 2 to the Redevelopment Plan for the 84th Street Redevelopment Area, and Amendment No. 3 to the Redevelopment Plan for the 84th Street Redevelopment Area as Appendices D, E-1, E-2 and E-3, respectively, and further including and incorporating therein, without limitation, all other Appendices A, B, C, F, G and H as presented and on file with the City Clerk and as may from time to time be amended, is hereby adopted and shall constitute the official governing comprehensive development plan of the City, general plan for development of the city as a whole, and the successor and replacement of the City of La Vista Comprehensive Plan, Updated December 2018, as amended November 21, 2023, or any other previously adopted comprehensive development plan or amendment thereto."

**SECTION 2. Recitals.** Recitals at the beginning of this Ordinance and all documents, exhibits and appendices referenced in this Ordinance are incorporated into this Ordinance by such reference as if fully set forth herein.

**SECTION 3. Repeal.** Section 1 of Ordinance No. 1502 codified in Municipal Code Sections 151.01 and 151.02, and all other ordinances and any parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof are hereby repealed.

**SECTION 4. 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 5. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication by the City Clerk or any designee of the City Clerk in a legal newspaper in or of general circulation within the City, or in book, pamphlet or electronic form in accordance with applicable law.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## **COMPREHENSIVE DEVELOPMENT PLAN**



L O O K O U T

LA VISTA

# COMPREHENSIVE PLAN

UPDATED DECEMBER 2018

AS AMENDED MARCH 19, 2024

The complete Comprehensive Development Plan and Appendices are available in the office of the City Clerk and will be available at the Council meeting for examination and copying by members of the public."

# **APPENDIX B.**

## **VISION 84 PLAN**



**Adopted: 4/20/2010**

**Resolution #: 10-046**

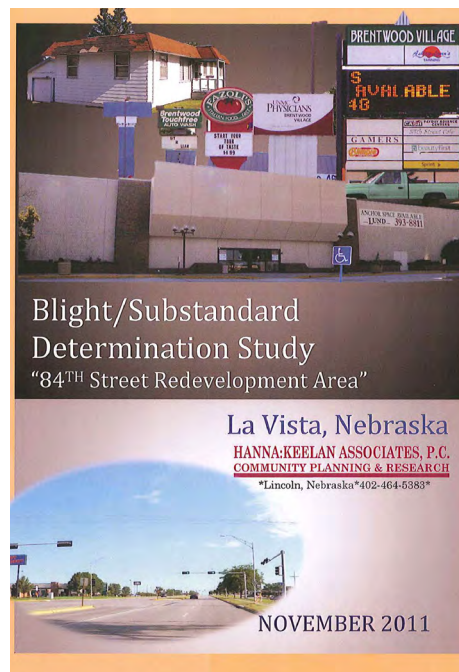
**Link: <http://www.cityoflavista.org/DocumentCenter/Home/View/2600>**

Complete Appendix available from City Clerk.

# APPENDIX C.

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# BLIGHT STUDY



Adopted: 2/7/2012

Resolution #: 12-011

Link: <http://www.cityoflavista.org/DocumentCenter/Home/View/3947>

Complete Appendix available from City Clerk.

# APPENDIX D.

## REDEVELOPMENT PLAN #1



Adopted: 7/16/2013

Resolution #: 13-065

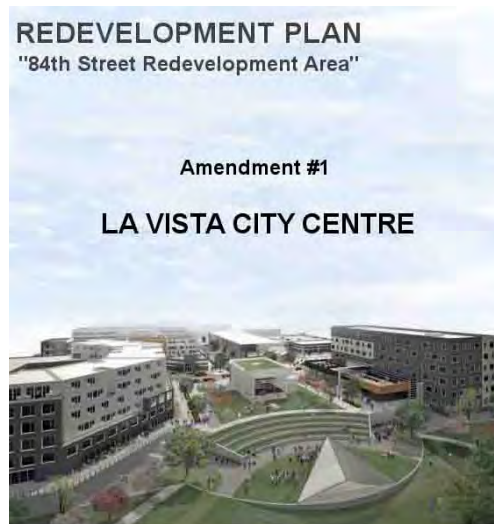
Link: <http://www.cityoflavista.org/DocumentCenter/View/6183>

Complete Appendix available from City Clerk.

# **APPENDIX E-I.**

# **REDEVELOPMENT PLAN**

# **AMENDMENT #1**



Adopted by La Vista City Council  
August 2, 2016

**Adopted: 8/2/2016**  
**Resolution #: 16-085**  
**Link: <http://www.cityoflavista.org/DocumentCenter/View/9556>**

Complete Appendix available from City Clerk.



# **APPENDIX E-2.**

## **REDEVELOPMENT PLAN**

### **AMENDMENT #1**



**Adopted: 3/3/2020**

**Ordinance#: 1382**

**Link: <http://www.cityoflavista.org/DocumentCenter/View/9556>**

Complete Appendix available from City Clerk.

# **APPENDIX E-3.**

## **REDEVELOPMENT PLAN**

### **AMENDMENT #3**

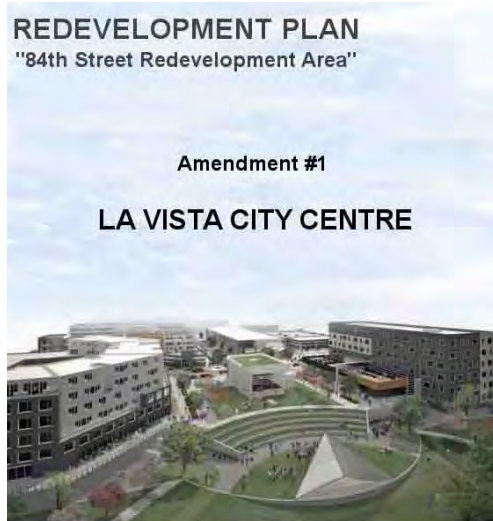


Proposed: 3/19/2024  
Ordinance #: \_\_\_\_\_  
Link: \_\_\_\_\_

Complete Appendix available from City Clerk.

# APPENDIX E.

## REDEVELOPMENT PLAN #2



Adopted by La Vista City Council  
August 2, 2016

Adopted: 8/2/2016  
Resolution #: 16-085  
Link: <http://www.cityoflavista.org/DocumentCenter/View/9556>

Complete Appendix available from City Clerk.

# APPENDIX F.

## CIVIC CENTER PARK MASTER PLAN



**Adopted: 6/18/2013**

**Resolution #: 13-057**

**Link: <http://www.cityoflavista.org/DocumentCenter/View/6107>**

Complete Appendix available from City Clerk.

# APPENDIX G.

## CORRIDOR 84 STREETScape PLAN



**Adopted: 8/21/2018**  
**Resolution #: 18-107**  
**Link: <http://www.cityoflavista.org/DocumentCenter/View/11759>**

Complete Appendix available from City Clerk.

# **APPENDIX H.**

# **LA VISTA LAND USE PLAN**



**Adopted: 12/20/2022**

**Ordinance #: 1472**

**Link: <https://www.cityoflavista.org/DocumentCenter/View/21729/Agenda-Item-B>**

Complete Appendix available from City Clerk.

# APPENDIX H.

## PARKS & RECREATION MASTER PLAN

### *LA VISTA PARK AND RECREATION MASTER PLAN*



**Adopted: December 3/4/2003**

**Ordinance #: 901**

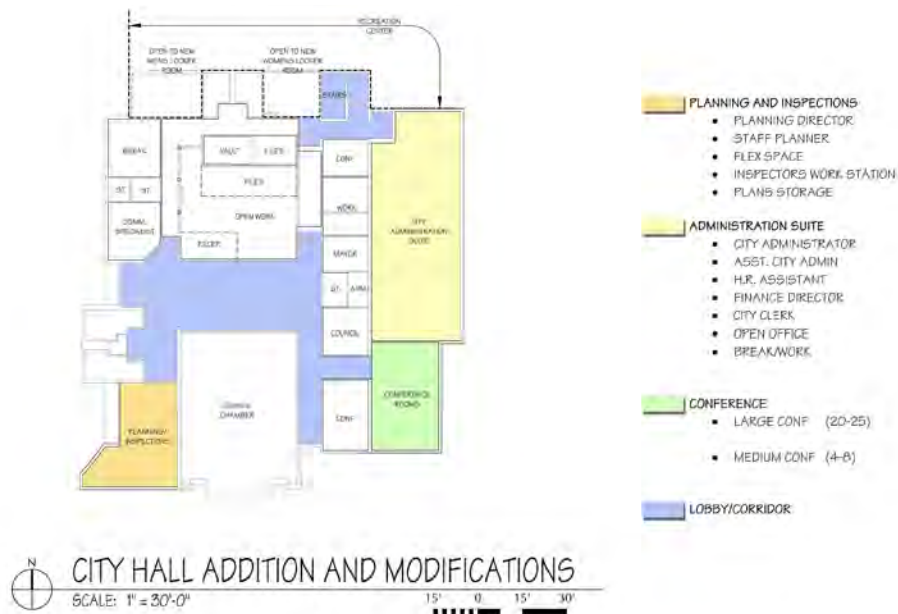
**Link: <http://www.cityoflavista.org/recreation>**

Complete Appendix available from City Clerk.



# APPENDIX H.

## MUNICIPAL FACILITIES PLAN



Adopted: October 2/3/2009

Resolution #: 09-009

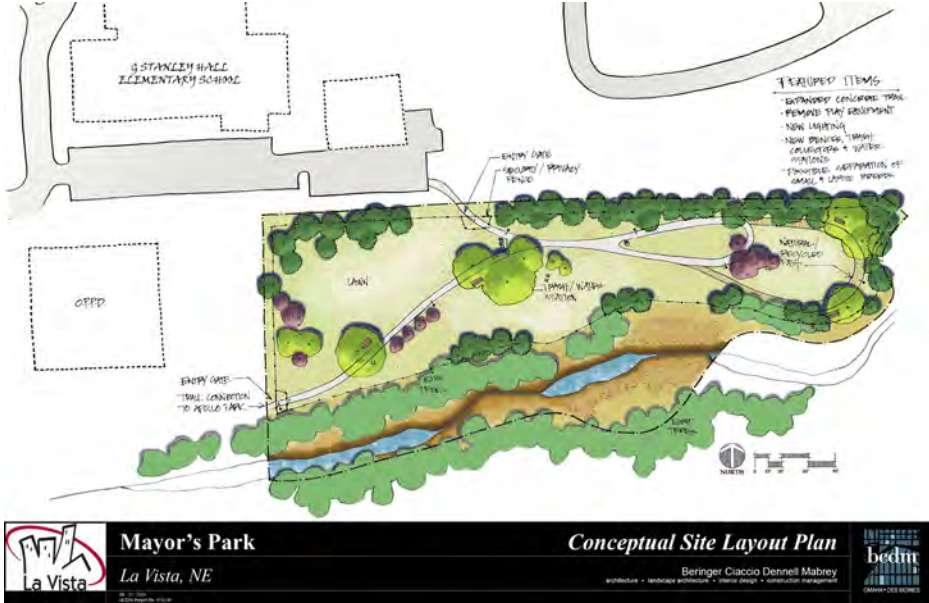
Link: <http://www.cityoflavista.org/DocumentCenter/View/5949>

Complete Appendix available from City Clerk.



# APPENDIX I.

## MINI PARKS PLAN



**Link: <http://www.cityoflavista.org/index.aspx?NID=933>**

Complete Appendix available from City Clerk.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MARCH 19, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
THIRD AMENDMENT TO SUBDIVISION AGREEMENT LA VISTA CITY CENTRE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution and Third Amendment to Subdivision Agreement are presented to amend the Subdivision Agreement - La Vista City Centre.

**FISCAL IMPACT**

Funds are budgeted for public improvements and expenditures in the 84<sup>th</sup> Street Redevelopment Area, and such budgeted amounts, public improvements and expenditures are not modified by this Amendment No. 3.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A resolution and Third Amendment to Subdivision Agreement are presented to amend the Subdivision Agreement - La Vista City Centre.

The City is a party to La Vista City Centre Subdivision Agreement dated December 1, 2016 (“2016 Subdivision Agreement”), as amended by the First Amendment in 2019 and Second Amendment in 2021 (the 2016 Subdivision Agreement as modified by the First Amendment and Second Amendment are referred to as “Subdivision Agreement”). The Subdivision Agreement, among other things, describes and otherwise provides for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types, uses and minimum requirements for retail and office uses of Phase I Subdivider Improvement and subsequent phases (“Minimum Uses”), and dining or other retail for the street level of the existing building on Lot 14, La Vista City Centre. A Third Amendment to Subdivision Agreement is proposed to modify Minimum Uses and allow multiple family dwelling for part of the street level of the existing building on Lot 14, La Vista City Centre. The Third Amendment only affects real estate owned by the Subdivider.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA APPROVING THIRD AMENDMENT TO SUBDIVISION AGREEMENT, LA VISTA CITY CENTRE.

WHEREAS, the City in 2016 entered a Subdivision Agreement - La Vista City Centre dated December 1, 2016 ("2016 Subdivision Agreement"), as amended in 2019 by a First Amendment and in 2021 by a Second Amendment (the 2016 Subdivision Agreement, as modified by the First Amendment and Second Amendment, is referred to as "Subdivision Agreement"). A Third Amendment to Subdivision Agreement is proposed as presented at this meeting or on file with the City Clerk to modify Minimum Uses and allow multiple family dwelling for part of the street level of the existing building on Lot 14, La Vista City Centre. The Third Amendment to Subdivision Agreement only affects parcels within the 84<sup>th</sup> Street Redevelopment Area owned by Subdivider.

NOW THEREFORE, BE IT RESOLVED, that the Third Amendment to Subdivision Agreement as presented at this meeting is deemed to be in the public interest and in furtherance of the purposes of the Community Development Law and is hereby approved. The Mayor on behalf of the City shall be authorized to execute the Third Amendment to Subdivision Agreement, subject to such additions, subtractions, or modifications as the Mayor, City Administrator or City Engineer may determine necessary or appropriate, and further subject to satisfaction of all applicable requirements as the Mayor, City Administrator, or Mayor's or City Administrator's designee determines necessary or appropriate to carry out the provisions of such Third Amendment to Subdivision Agreement or contemporaneous Third Amendment to Redevelopment Agreement.

BE IT FURTHER RESOLVED, that terms used in this Resolution have the meaning ascribed to them in the Subdivision Agreement. Additionally, recitals above are incorporated by reference, and the Mayor, City Administrator or City Engineer, in addition to any otherwise authorized persons, shall be authorized to take all steps or actions on behalf of the City as he or she determines necessary or appropriate to carry out the actions approved in this Resolution, including, without limitation, effectuating or carrying out the Third Amendment to Subdivision Agreement and the Subdivision Agreement as amended.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2024.

CITY OF LA VISTA

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

ATTEST:

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

K:\APPS\City Hall\24 FINAL RESOLUTIONS\24. Third Amendment -  
Subdivision Agr 03.15.2024.Doc

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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

### **THIRD AMENDMENT TO SUBDIVISION AGREEMENT**

This Third Amendment to Subdivision Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section IVt below by and between the City of La Vista, a Nebraska municipal corporation (“City”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Astro Theater, LLC, a Nebraska limited liability company, (“Astro Theater”), Store Master Funding XXI LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Store Master”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), La Vista Car Wash LLC, a Nebraska limited liability company (“Car Wash”), City Centre 1 LLC, a Nebraska limited liability company, (“City Centre 1”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”) and E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) (LVCC, Music Venue, Astro Theater, Store Master, Rocket Property, Car Wash, City Centre 1, City Centre 1.1, City Centre 2, and E&W together herein “Subdivider”).

**Recitals**      The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”) and in 2020 by Amendment No. 2 (the 2016 Redevelopment Plan as amended by Amendment No. 2 referred to herein as “2020 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and TIF in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project.

B. Lots and lot ownership within parts of the 84<sup>th</sup> Street Redevelopment Area known as La Vista City Centre are as follows:

**Upon Recording Please Return To:**

Fitzgerald, Schorr PC LLO  
Attn: Tom McKeon  
10050 Regency Circle  
Omaha, NE 68114

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, subsequently was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”).

Lot ownership:

- (i) Store Master and Rocket Property, as successors of Car Wash, own land and improvements, respectively, of Lot 1, La Vista City Centre,
- (ii) LVCC owns:
  - Lot 2, La Vista City Centre,
  - Lot 1, Replat 2,
  - Lots 6, 8, 9 and 11, Replat Three (E&W owns the building and other improvements on Lot 8, Replat Three),
  - Lot 1, Replat Four, and
  - Lots 1 and 2, Replat 5,
- (iii) City Centre 1, as successor of LVCC, owns:
  - Lot 2, Replat 1, and
  - Lot 10, Replat Three, and
- (iv) City Centre 1.1, as successor of City Centre 1, owns Lots 14 and 15, La Vista City Centre, and
- (v) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three, and
- (vi) Music Venue, as successor of LVCC, owns Lot 3, Replat Four, leased by Astro Theater (lots described in subsections “i” through “vi” together are referred to herein as “City Centre Property”).
- (vi) The City of La Vista owns:
  - Outlot B, La Vista City Centre,
  - Lot 2, Replat 2,
  - Lots 7 and 12, Replat Three, and
  - Lot 2, Replat Four.

C. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Sarp County Register of Deeds Instrument Number 2016-31244 (“2016 Subdivision Agreement”) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three, and in 2021 by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) pursuant to the 2020 Redevelopment Plan (the 2016 Subdivision

Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Subdivision Agreement”). Terms, conditions and exhibits of the 2021 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types, uses and minimum requirements for retail and office uses of Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements (“Minimum Uses”), and dining or other retail for the street level of the existing building on Lot 14, La Vista City Centre. The parties desire to amend the 2021 Subdivision Agreement to modify such Minimum Uses, and to allow multiple family dwelling for part of the street level of the existing building on Lot 14, La Vista City Centre.

D. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Sary County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First Amendment to Redevelopment Agreement, and in 2021 by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) pursuant to the 2020 Redevelopment Plan (the 2016 Redevelopment Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Redevelopment Agreement”). Terms, conditions and exhibits of the 2021 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area (in part by reference to Minimum Uses under the 2021 Subdivision Agreement) and Design Standards. Contemporaneously with this Amendment the 2021 Redevelopment Agreement is being amended consistent with changes pursuant to this Amendment regarding improvements to be constructed within the Mixed Use Redevelopment Project Area, and to modify Design Standards. (“Third Amendment to Redevelopment Agreement”). Corresponding amendments also are being made to the 2020 Redevelopment Plan (“Amendment No. 3”). Provisions of the 2020 Redevelopment Plan, as amended by Amendment No. 3, and the 2021 Redevelopment Agreement, as amended by the Third Amendment to Redevelopment Agreement, are incorporated herein by this reference and the parties shall be bound by them.

E. City, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that improvements pursuant to the 2020 Redevelopment Plan, as amended by Amendment No. 3, (“2024 Redevelopment Plan”), the 2021 Subdivision Agreement, as amended by this Amendment, or the 2021 Redevelopment Agreement, as amended by the Third Amendment to Redevelopment Agreement, (“2024 Redevelopment Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84<sup>th</sup> Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The City determines that the Public Improvement Redevelopment Project and Mixed Use Redevelopment Project, as amended by this Amendment or the Third Amendment to Redevelopment Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, City, CDA and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2021 Subdivision Agreement and agree as follows:

I. Minimum Uses pursuant to Subsection 2.b. of the 2016 Subdivision Agreement, as modified by Section 2.ii. of the Second Amendment to Subdivision Agreement, shall be amended as follows: Phase I Subdivider Improvements shall include a minimum of 63,500 square feet of retail space occupied by businesses primarily engaged in the business of selling goods or services subject to City of La Vista local option sales taxes sourced in the Mixed Use Redevelopment Project Area (“Retail Space”), a minimum of 32,300 square feet of Class A office space, and 392 units of multifamily housing. Phase I Subdivider Improvements and all subsequent phases combined shall have a minimum of 180,000 square feet of Retail Space. For purposes of this paragraph, (a) square footage of any grocery store or other store that is used to sell groceries or other products or services exempt from sales tax, and square footage of the Event Venue, shall be excluded for determining whether or not minimum requirements for Retail Space under this paragraph are satisfied, and (b) Class A office space will be constructed on Lot 1, Replat Four, and multifamily housing will not be constructed on Lot 1, Replat Four without prior approval of the City.

II. Multiple family dwelling is approved for part of the street level of the existing building on Lot 14, La Vista City Centre, as described or depicted in Exhibit II, and all terms, conditions and exhibits of the 2021 Subdivision Agreement that provide for retail, dining, restaurant or uses other than multiple family dwelling for such part of the street level of the building on Lot 14 shall be deemed amended to provide for multiple family dwelling.

III. All provisions of the 2021 Subdivision Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2021 Subdivision Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2021 Subdivision Agreement, provisions of this Amendment shall govern and control.

IV. Other.

- a) Boundaries of the Public Improvement Redevelopment Project Area. Boundaries of the Public Improvement Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan.
- b) Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Public Improvement Redevelopment Project Area are provided in the 2016 Redevelopment Plan, including Lot 14 and areas of La Vista City Centre involved in this Amendment, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.

- c) Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Public Improvement Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Subdivision Agreement incorporated into the 2020 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Public Improvement Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.
- d) Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Public Improvement Redevelopment Project Area after redevelopment, including without limitation parts of the Public Improvement Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2024 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.
- e) Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second Amendment to Subdivision Agreement incorporated into the 2020 Redevelopment Plan. Except as may be provided in the 2024 Redevelopment Plan, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2021 Subdivision Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.
- f) Site Plan of Public Improvement Redevelopment Project Area. The preliminary site plan of the Public Improvement Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Subdivision Agreement incorporated into the 2020 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.



- g) Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Public Improvement Redevelopment Project Area after redevelopment are preliminarily projected in the 2020 Redevelopment Plan. Additional public facilities or utilities are not contemplated at this time to support the new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Amendment. The final public facilities or utilities will be subject any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.
- h) Building Requirements. Except for Design Standards in the 2024 Redevelopment Agreement, or as otherwise provided by agreement of the CDA and Redeveloper in accordance with the 2024 Redevelopment Agreement or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.
- i) Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Agreement or the 2024 Redevelopment Plan, zoning of the Property is consistent with the Future Zoning Map and accommodates the Public Improvement Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.
- j) This Amendment shall be subject to and carried out in accordance with the 2024 Redevelopment Plan.
- k) Any improvements described in this Amendment shall be in addition to other improvements described in the 2021 Subdivision Agreement.
- l) This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.
- m) Notwithstanding anything in this Amendment to the contrary:
- (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Agreement, or the 2024 Redevelopment Plan; and
  - (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes,

including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Agreement, or the 2024 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2024 Redevelopment Plan, as amended from time to time.

- n) This Amendment has been authorized, issued, and entered into by the City to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.
- o) This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.
- p) The 2024 Redevelopment Plan and 2024 Redevelopment Agreement, including without limitation all exhibits of such 2024 Redevelopment Plan or 2024 Redevelopment Agreement, all documents, instruments and Exhibits referenced in this Amendment, and

the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.

- q) Headings are for convenience only and shall not be used in construing meaning.
- r) This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.
- s) This Amendment shall be subject to consent of all tenants and holders of security or other interests with respect to any party's interest in any City Centre Property, substantially in form and content of the Tenant/Secured Party Consent below, unless otherwise determined by the City Administrator of the City of La Vista or her designee.
- t) Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

**[Signature Pages to Follow.]**

CITY OF LA VISTA:

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Douglas Kindig, Mayor  
City of La Vista

ATTEST:

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Pamela A. Buethe, City Clerk, MMC

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF SARPY     )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 authorized to act on behalf of the City of La Vista, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the City to be their voluntary act and deed and the voluntary act and deed of said City.

[Seal]

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Notary Public

LA VISTA CITY CENTRE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_, by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

LA VISTA MUSIC VENUE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of La Vista Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

ASTRO THEATER, LLC,  
a Nebraska corporation

By:\_\_\_\_\_

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

Its: \_\_\_\_\_

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Astro Threater, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

STORE MASTER FUNDING XXI LLC,  
a Delaware limited liability company

By:\_\_\_\_\_

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

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

[illegible]

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Store Master Funding XXI LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public



ROCKET PROPERTY COMPANY LLC  
a Delaware limited liability company

By:\_\_\_\_\_

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

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

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Rocket Property Company LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

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

LA VISTA CAR WASH LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista Car Wash LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 1.1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 1.1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

E&W HOLDINGS, LLC,  
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska  
limited liability company, Sole Member

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of La Vista City Centre, LLC.

[Seal]

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

## TENANT/SECURED PARTY CONSENT

The undersigned, as the holder of a tenant interest or lien ("Tenant/Security Interest") on property within the Public Improvement Redevelopment Project Area ("Leased/Secured Property"), for itself and for all of its successors and assigns, hereby consents and agrees to the Third Amendment to Subdivision Agreement above and execution thereof by the parties, and further consents and agrees that the Tenant/Security Interest and Leased/Secured Property shall be subject to such Third Amendment to Subdivision Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_, a \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

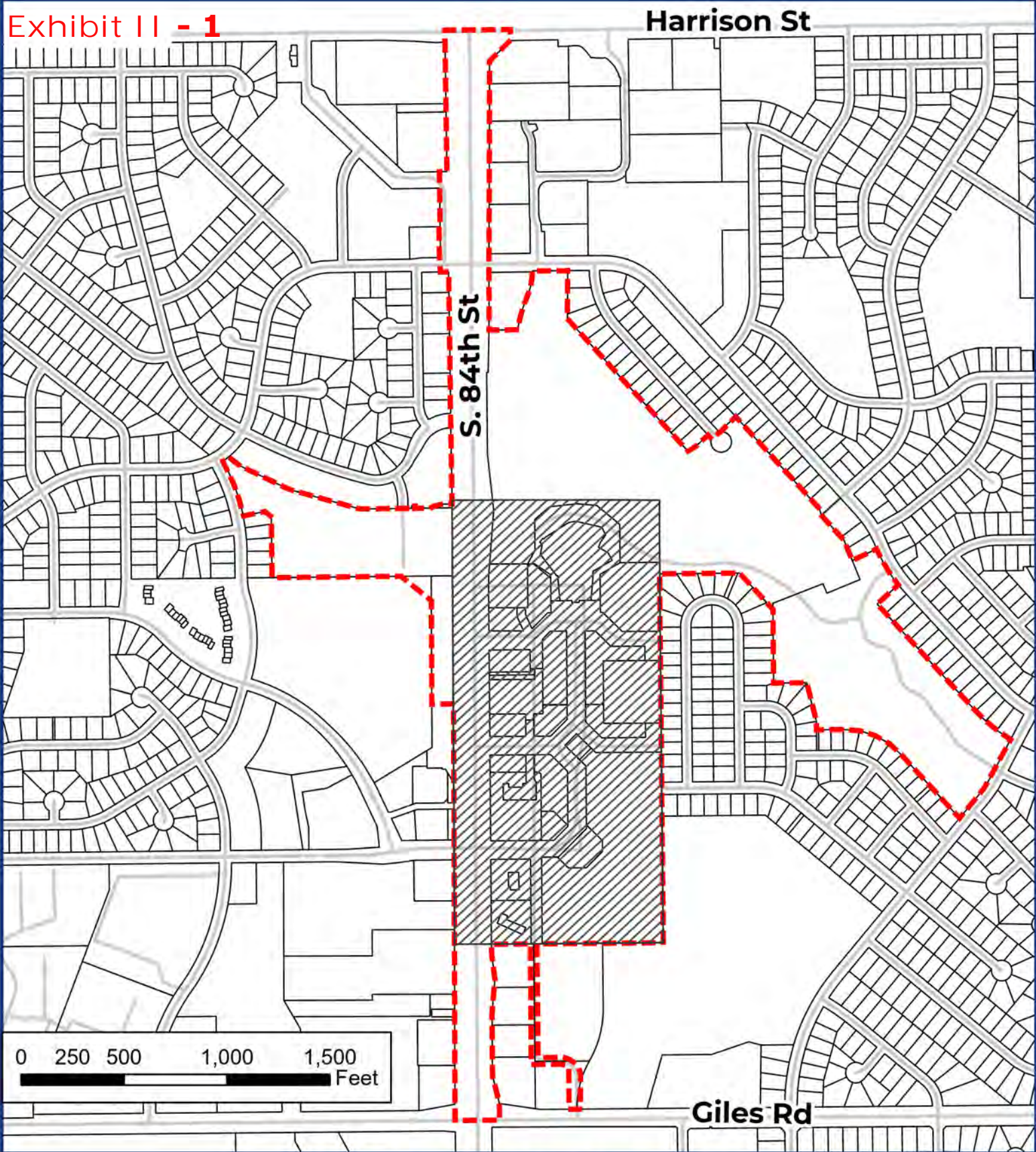
The foregoing Tenant/Secured Party Consent was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

**SEE ATTACHED PAGES**

**Exhibit II**





84th Street Redevelopment Plan Amendment #3



Legend

- Redevelopment Area - 84th St Redevelopment Plan
- Redevelopment Area - Redevelopment Plan Amendment #3









## LOT 14 La Vista City Centre

**Exhibit II - 3**



1 FIRST FLOOR - FLS  
32'0" x 36'4" = 1'-0"



2 LOFT - FLS  
32'0" x 36'4" = 1'-0"

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MARCH 19, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
84 <sup>TH</sup> ST. REDEVELOPMENT AREA THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT MIXED USE REDEVELOPMENT PROJECT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution and Third Amendment to Subdivision Agreement are presented to amend the Subdivision Agreement - La Vista City Centre.

**FISCAL IMPACT**

Funds are budgeted for public improvements and expenditures in the 84<sup>th</sup> Street Redevelopment Area, and such budgeted amounts, public improvements and expenditures are not modified by this Amendment No. 3.

**RECOMMENDATION**

Approval, subject to adoption of Redevelopment Plan Amendment No. 3 earlier on the agenda.

**BACKGROUND**

A resolution and Third Amendment to the Redevelopment Agreement are presented to amend the Redevelopment Agreement for the 84th Street Redevelopment Area.

The City Council in 2012 declared the 84th Street Redevelopment Area a substandard and blighted area in need of redevelopment and created the La Vista Community Development Agency, governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings. To eliminate and prevent recurrence of the substandard and blighted area, the Agency recommended, and City Council subsequently adopted, the Redevelopment Plan — 84th Street Redevelopment Area (“Initial Redevelopment Plan”), Amendment No. 1 and Amendment No. 2 in 2013, 2016 and 2020, respectively, (the Initial Redevelopment Plan, as amended by Amendment No. 1 and Amendment No. 2, is referred to in this report as “Redevelopment Plan”), which among other things included and further refined a mixed use redevelopment project and a public improvement redevelopment project within the Redevelopment Area. In furtherance of the Redevelopment Plan and Mixed Use Redevelopment Project, the Agency in 2016 approved and authorized the Mayor to accept a redevelopment contract proposal by executing a Redevelopment Agreement for the 84th Street Redevelopment Area (“2016 Redevelopment Agreement”), which subsequently was amended by a First Amendment and Second Amendment in 2017 and 2021 (the 2016 Redevelopment Agreement as modified by the First Amendment and Second Amendment are referred to as “Redevelopment Agreement”). The Redevelopment Agreement, among other things, includes provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area (in part by reference to Minimum Uses under the Subdivision Agreement - La Vista City Centre, as

amended), Design Standards and other requirements. A Third Amendment to the Redevelopment Agreement is proposed, consistent with changes pursuant to contemporaneous Amendment No. 3 to the Redevelopment Plan and Third Amendment to Subdivision Agreement to be constructed within the Mixed Use Redevelopment Project Area, and to modify Design Standards. The Third Amendment only affects real estate owned by the Redeveloper.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA.

WHEREAS, The City Council in 2013 approved a Redevelopment Plan for the 84th Street Redevelopment Area, as amended by Amendment No. 1 in 2016 and Amendment No. 2 in 2020, for, among other things, two redevelopment projects; specifically a mixed use redevelopment project and a public improvement redevelopment project (such Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area as amended by Amendment No. 1 and Amendment No. 2 referred to herein as "Redevelopment Plan"); and

WHEREAS, The City Council at this meeting approved Amendment No. 3 to the Redevelopment Plan to modify certain minimum requirements with respect to private improvements to be constructed within the Mixed Use Redevelopment Project Area and allow multiple family dwelling instead of retail uses for a portion of the street level of the building on Lot 14, La Vista City Centre, and to modify certain Design Standards (such Redevelopment Plan as amended by Amendment No. 3 referred to herein as "Redevelopment Plan, as amended"); and

WHEREAS, A Third Amendment to Redevelopment Agreement for the 84<sup>th</sup> Street Redevelopment Area ("Third Amendment to Redevelopment Agreement") is presented for approval of the La Vista Community Development Agency in accordance with Amendment No. 3 to the Redevelopment Plan. The Agency desires to approve the Third Amendment to Redevelopment Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council acting as the La Vista Community Development Agency that the Third Amendment to Redevelopment Agreement presented at this meeting is deemed to be in the public interest and in furtherance of the purposes of the Community Development Law, and is hereby approved. The Mayor on behalf of the Agency shall be authorized to execute the Third Amendment to Redevelopment Agreement, subject to such additions, subtractions, or modifications as the Mayor, City Administrator or City Engineer may determine necessary or appropriate, and further subject to satisfaction of all applicable requirements as the Mayor, City Administrator, or Mayor's or City Administrator's designee determines necessary or appropriate to carry out the provisions of such Third Amendment to Redevelopment Agreement or contemporaneous Third Amendment to Subdivision Agreement.

BE IT FURTHER RESOLVED, that terms used in this Resolution have the meaning ascribed to them in the Redevelopment Agreement. Additionally, recitals above are incorporated by reference, and the Mayor, City Administrator or City Engineer, in addition to any otherwise authorized persons, shall be authorized to take all steps or actions on behalf of the Agency as he or she determines necessary or appropriate to carry out the actions approved in this Resolution, including, without limitation, effectuating or carrying out the Third Amendment to Redevelopment Agreement and the Redevelopment Agreement for the 84<sup>th</sup> Street Redevelopment Area as amended.

PASSED AND APPROVED THIS 15TH DAY OF MARCH 2024.

LA VISTA COMMUNITY DEVELOPMENT AGENCY

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Douglas Kindig, Mayor  
City of La Vista

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

### **THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT**

This Third Amendment to Redevelopment Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section Vy below by and between the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by City of La Vista Ordinance No. 1167 on February 12, 2012 (“CDA”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Astro Theater, LLC, a Nebraska limited liability company, (“Astro Theater”), Store Master Funding XXI LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Store Master”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), La Vista Car Wash LLC, a Nebraska limited liability company (“Car Wash”), City Centre 1 LLC, a Nebraska limited liability company, (“City Centre 1”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”) and E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) (LVCC, Music Venue, Astro Theater, Store Master, Rocket Property, Car Wash, City Centre 1, City Centre 1.1, City Centre 2, and E&W together herein “Redeveloper”).

**Recitals.** The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”) and in 2020 by Amendment No. 2 (the 2016 Redevelopment Plan as amended by Amendment No. 2 referred to herein as “2020 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and TIF in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project.

**Upon Recording Please Return To:**

Fitzgerald Schorr PC LLO  
Attn: Tom McKeon  
10050 Regency Circle  
Omaha, NE 68114



B. Lots and lot ownership within parts of the 84<sup>th</sup> Street Redevelopment Area known as La Vista City Centre are as follows:

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, subsequently was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”).

Lot ownership:

- (i) Store Master and Rocket Property, as successors of Car Wash, own land and improvements, respectively, of Lot 1, La Vista City Centre,
- (ii) LVCC owns:
  - Lot 2, La Vista City Centre,
  - Lot 1, Replat 2,
  - Lots 6, 8, 9 and 11, Replat Three (E&W owns the building and other improvements on Lot 8, Replat Three),
  - Lot 1, Replat Four, and
  - Lots 1 and 2, Replat 5,
- (iii) City Centre 1, as successor of LVCC, owns:
  - Lot 2, Replat 1, and
  - Lot 10, Replat Three, and
- (iv) City Centre 1.1, as successor of City Centre 1, owns Lots 14 and 15, La Vista City Centre, and
- (v) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three, and
- (vi) Music Venue, as successor of LVCC, owns Lot 3, Replat Four, leased by Astro Theater (lots described in subsections “i” through “vi” together are referred to herein as “City Centre Property”).
- (vii) The City of La Vista owns:
  - Outlot B, La Vista City Centre,
  - Lot 2, Replat 2,
  - Lots 7 and 12, Replat Three, and
  - Lot 2, Replat Four.

C. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Sarpy County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First

Amendment to Redevelopment Agreement and in 2021, pursuant to the 2020 Redevelopment Plan, by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) (the 2016 Redevelopment Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Redevelopment Agreement”). Terms, conditions and exhibits of the 2021 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area (in part by reference to Minimum Uses under the 2021 Subdivision Agreement), Design Standards and other requirements. The parties desire to amend the 2021 Redevelopment Agreement consistent with changes pursuant to the Third Amendment to Subdivision Agreement described below regarding improvements to be constructed within the Mixed Use Redevelopment Project Area, and to modify Design Standards.

E. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Sarpy County Register of Deeds Instrument Number 2016-31244) (“2016 Subdivision Agreement”) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three and in 2021, pursuant to the 2020 Redevelopment Plan, by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) (the 2016 Subdivision Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Subdivision Agreement”). Terms, conditions and exhibits of the 2021 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types, uses and minimum requirements for retail and office uses of Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements (“Minimum Uses”), and dining or other retail for the street level of the existing building on Lot 14, La Vista City Centre. Contemporaneously with this Amendment the 2021 Subdivision Agreement is being amended to modify such Minimum Uses, and to allow multiple family dwelling for part of the street level of the existing building on Lot 14, La Vista City Centre (“Third Amendment to Subdivision Agreement”). Corresponding amendments also are being made to the 2020 Redevelopment Plan (“Amendment No. 3”). Provisions of the 2020 Redevelopment Plan, as amended by Amendment No. 3, and the 2021 Subdivision Agreement, as amended by the Third Amendment to Subdivision Agreement, are incorporated herein by this reference and the parties shall be bound by them.

F. CDA, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that improvements pursuant to the 2020 Redevelopment Plan, as amended by Amendment No. 3 (as amended, “2024 Redevelopment Plan”), the 2021 Redevelopment Agreement, as amended by this Amendment, or the 2021 Subdivision Agreement, as amended by the Third Amendment to Subdivision Agreement (“2024 Subdivision Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84<sup>th</sup> Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The CDA

determines that the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project, as amended by this Amendment or the Third Amendment to Subdivision Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, CDA, City, and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2021 Redevelopment Agreement and agree as follows:

I. Minimum Uses for purposes of the 2021 Redevelopment Agreement shall be amended as provided in the Third Amendment to Subdivision Agreement.

II. Multiple family dwelling is approved for part of the street level of the building on Lot 14, La Vista City Centre, as described or depicted in Exhibit II, and all terms, conditions and exhibits of the 2021 Redevelopment Agreement that provide for retail, dining, restaurant or uses other than multiple family dwelling, for such part of the street level of the building on Lot 14 shall be deemed amended to provide for multiple family dwelling.

III. Design standards set forth in Exhibit “G” of the 2016 Redevelopment Agreement shall be amended as follows:

Chapter 2: Geographic Area and Criteria; Exceptions; shall be amended to read:

Exceptions:

Conformance to this Design Guideline shall not apply if the project consists of one of the following:

- 1) Structural modification which will not be visible from outside the structure.
- 2) Container bars that have been approved through the Conditional Use Permit process.

IV. All provisions of the 2021 Redevelopment Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2021 Redevelopment Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2021 Redevelopment Agreement, provisions of this Amendment shall govern and control.

V. Other.

a. Boundaries of the Mixed Use Redevelopment Project Area. Boundaries of the Mixed Use Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan and adjusted by the Second Amendment to Redevelopment Agreement incorporated into the 2020 Redevelopment Plan, and shall remain the same and unchanged.

b. Map Showing Existing Conditions and Uses. A map and description of

existing conditions and uses of real property in the Mixed Use Redevelopment Project Area are provided in the 2016 Redevelopment Plan, including Lot 14 and areas of La Vista City Centre involved in this Amendment, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.

c. Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Mixed Use Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Redevelopment Agreement incorporated into the 2020 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Public Improvement Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.

d. Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Mixed Use Redevelopment Project Area after redevelopment, including without limitation parts of the Mixed Use Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2024 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.

e. Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second Amendment to Redevelopment Agreement incorporated into the 2020 Redevelopment Plan. Except as may be provided in the 2024 Redevelopment Plan, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2021 Redevelopment Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

f. Site Plan of Mixed Use Redevelopment Project Area. The preliminary site plan of the Mixed Use Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Redevelopment

Agreement incorporated into the 2020 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

g. Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Mixed Use Redevelopment Project Area after redevelopment are preliminarily projected in the 2020 Redevelopment Plan. Additional public facilities or utilities are not contemplated at this time to support the new land uses in parts of the Mixed Use Redevelopment Project Area involved in this Amendment. The final public facilities or utilities will be subject any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

h. Building requirements. Except for Design Standards, as modified by this Amendment, or as otherwise provided by agreement of the CDA and Redeveloper in accordance with the 2021 Redevelopment Agreement, as modified by this Amendment, or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.

i. Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2021 Redevelopment Agreement, as amended by this Amendment, the 2024 Subdivision Agreement, or the 2024 Redevelopment Plan, zoning of the Property is consistent with the Future Zoning Map and accommodates the Mixed Use Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.

j. Consents and Certifications. Redeveloper ratifies and affirms the following to the CDA:

i. Consent to designation of all or part of the Mixed Use Redevelopment Project Area as an enhanced employment area, and

ii. Certification that

- a. It has not filed and does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act for a project located or to be located within the redevelopment project area;
- b. No such application includes or will include, as one of the tax incentives, a refund of the city's local option sales tax revenue; and
- c. No such application has been approved under the Nebraska Advantage Act or the ImagiNE Nebraska Act.

k. Document Retention. Each Redeveloper shall retain copies of all supporting documents in its possession or control that are associated with the 2024 Redevelopment Plan or Mixed Use Redevelopment Project, as amended, and that are received or generated by it for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the City of La Vista as needed to comply with the City's retention requirements under Neb. Rev. Stat. section [18-2117.04](#). For purposes of this subsection, supporting document includes any cost-benefit analysis conducted pursuant to Neb. Rev. Stat. section [18-2113](#) and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

l. All ad valorem taxes levied upon real property in the Mixed Use Redevelopment Project Area, as amended from time to time, shall be paid before the taxes become delinquent in order for the Mixed Use Redevelopment Project to receive funds from the division of taxes, except the City Administrator or her designee in his or her sole discretion may waive the requirement upon finding that a delinquency was for good and sufficient cause beyond the control of Redeveloper.

m. This Amendment describes one or more Redevelopment Projects and shall constitute a redevelopment contract for redevelopment within the Mixed Use Redevelopment Project Area, as amended from time to time, in conformity with the 2024 Redevelopment Plan.

n. A redevelopment project that includes the division of taxes as provided in Neb. Rev. Stat. Section [18-2147](#) shall not provide for the reimbursement of costs incurred prior to approval of the redevelopment project, except for costs relating to:

- (1) The preparation of materials and applications related to the redevelopment project;
- (2) The preparation of a cost-benefit analysis conducted pursuant to section [18-2113](#);
- (3) The preparation of a redevelopment contract;
- (4) The preparation of bond and other financing instruments;
- (5) Land acquisition and related due diligence activities, including, but not limited to, surveys and environmental studies; and
- (6) Site demolition and preparation.

o. This Amendment shall be subject to and carried out in accordance with the 2024 Redevelopment Plan.

p. Any improvements described in this Amendment shall be in addition to other improvements described in the 2021 Redevelopment Agreement.

q. This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.

r. Notwithstanding anything in this Amendment to the contrary:

- (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2021 Redevelopment Agreement, as amended by this Amendment, the 2024 Subdivision Agreement, or the 2024 Redevelopment Plan; and
- (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2021 Redevelopment Agreement, as amended by this Amendment, the 2024 Subdivision Agreement, or the 2024 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2024 Redevelopment Plan, as amended from time to time.

s. This Amendment has been authorized, issued, and entered into by the CDA to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.

t. This Amendment and the agreements and understandings herein constitute

covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.

u. The 2024 Redevelopment Plan and 2024 Subdivision Agreement, including without limitation all exhibits of such 2024 Redevelopment Plan or 2024 Subdivision Agreement, all documents, instruments and Exhibits referenced in this Amendment, and the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.

v. Headings are for convenience only and shall not be used in construing meaning.

w. This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.

x. This Amendment shall be subject to consent of all tenants and holders of security or other interests with respect to any party's interest in any City Centre Property, substantially in form and content of the Tenant/Secured Party Consent below, unless otherwise determined by the City Administrator of the City of La Vista or her designee.

y. Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

**[Signature Pages to Follow.]**



LA VISTA COMMUNITY DEVELOPMENT AGENCY:

\_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

ATTEST:

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

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF SARPY     )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 authorized to act on behalf of the La Vista Community Development Agency, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the Agency to be their voluntary act and deed and the voluntary act and deed of said Agency.

[Seal]

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

LA VISTA CITY CENTRE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

LA VISTA MUSIC VENUE, LLC,  
a Nebraska limited liability company

By:\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of La Vista Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

ASTRO THEATER, LLC,  
a Nebraska corporation

By:\_\_\_\_\_

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

Its: \_\_\_\_\_

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Astro Threater, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

STORE MASTER FUNDING XXI LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

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

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

[illegible]

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Store Master Funding XXI LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

ROCKET PROPERTY COMPANY LLC  
a Delaware limited liability company

By:\_\_\_\_\_

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

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

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Rocket Property Company LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

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

LA VISTA CAR WASH LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista Car Wash LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of City Centre 1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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



CITY CENTRE 1.1, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 1.1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

CITY CENTRE 2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

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

E&W HOLDINGS, LLC,  
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska  
limited liability company, Sole Member

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

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

The foregoing Amendment was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of La Vista City Centre, LLC.

[Seal]

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

## TENANT/SECURED PARTY CONSENT

The undersigned, as the holder of a tenant interest or lien ("Tenant/Security Interest") on property within the Mixed Use Redevelopment Project Area, as modified pursuant to the Third Amendment to Redevelopment Agreement above, ("Leased/Secured Property"), for itself and for all of its successors and assigns, hereby consents and agrees to the Third Amendment to Redevelopment Agreement above and execution thereof by the parties, and further consents and agrees that the Tenant/Security Interest and Leased/Secured Property shall be subject to such Third Amendment to Redevelopment Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_, a \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)ss.

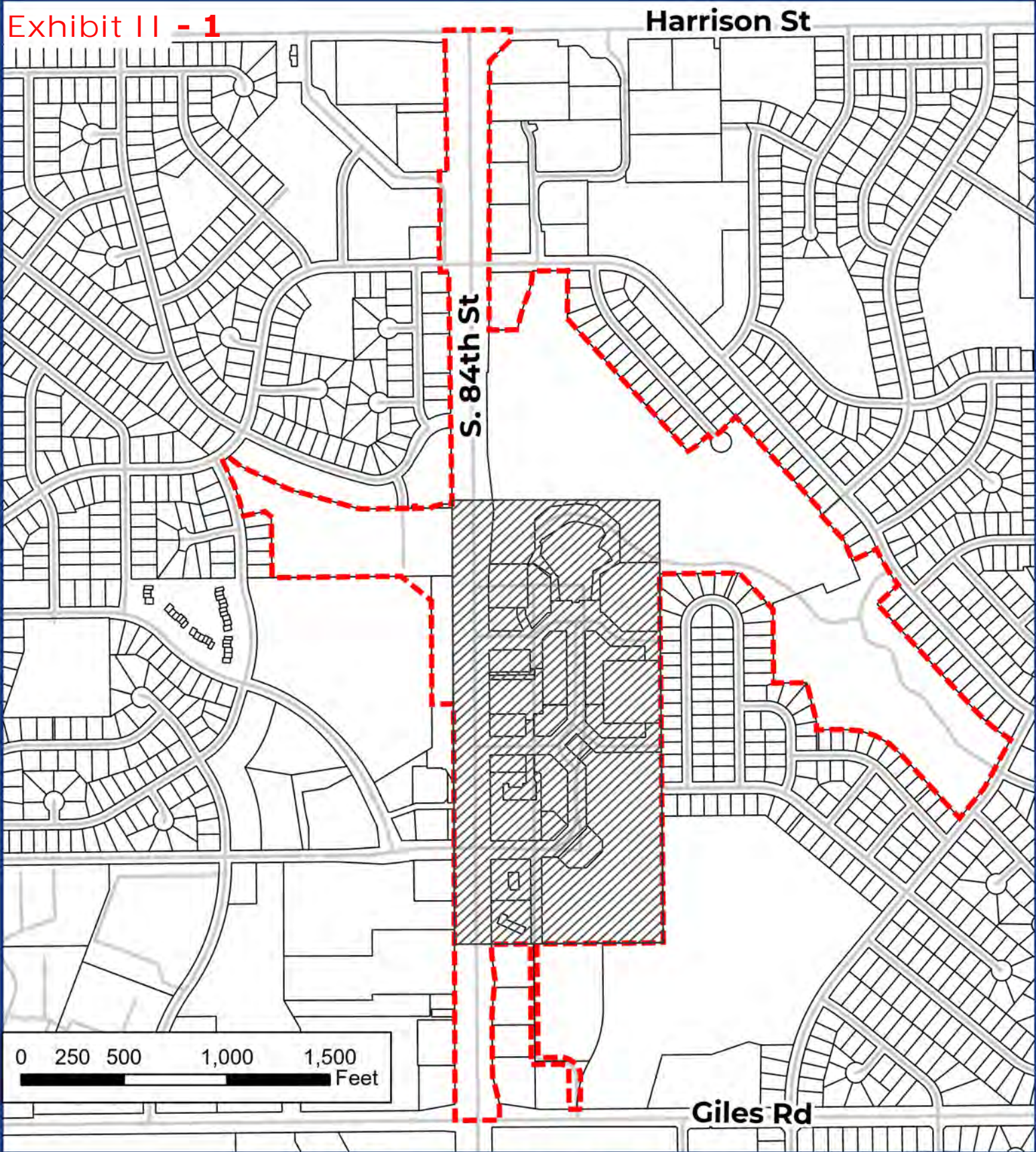
COUNTY OF \_\_\_\_\_ )

The foregoing Tenant/Secured Party Consent was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

**SEE ATTACHED PAGES**

**Exhibit II**



84th Street Redevelopment Plan Amendment #3

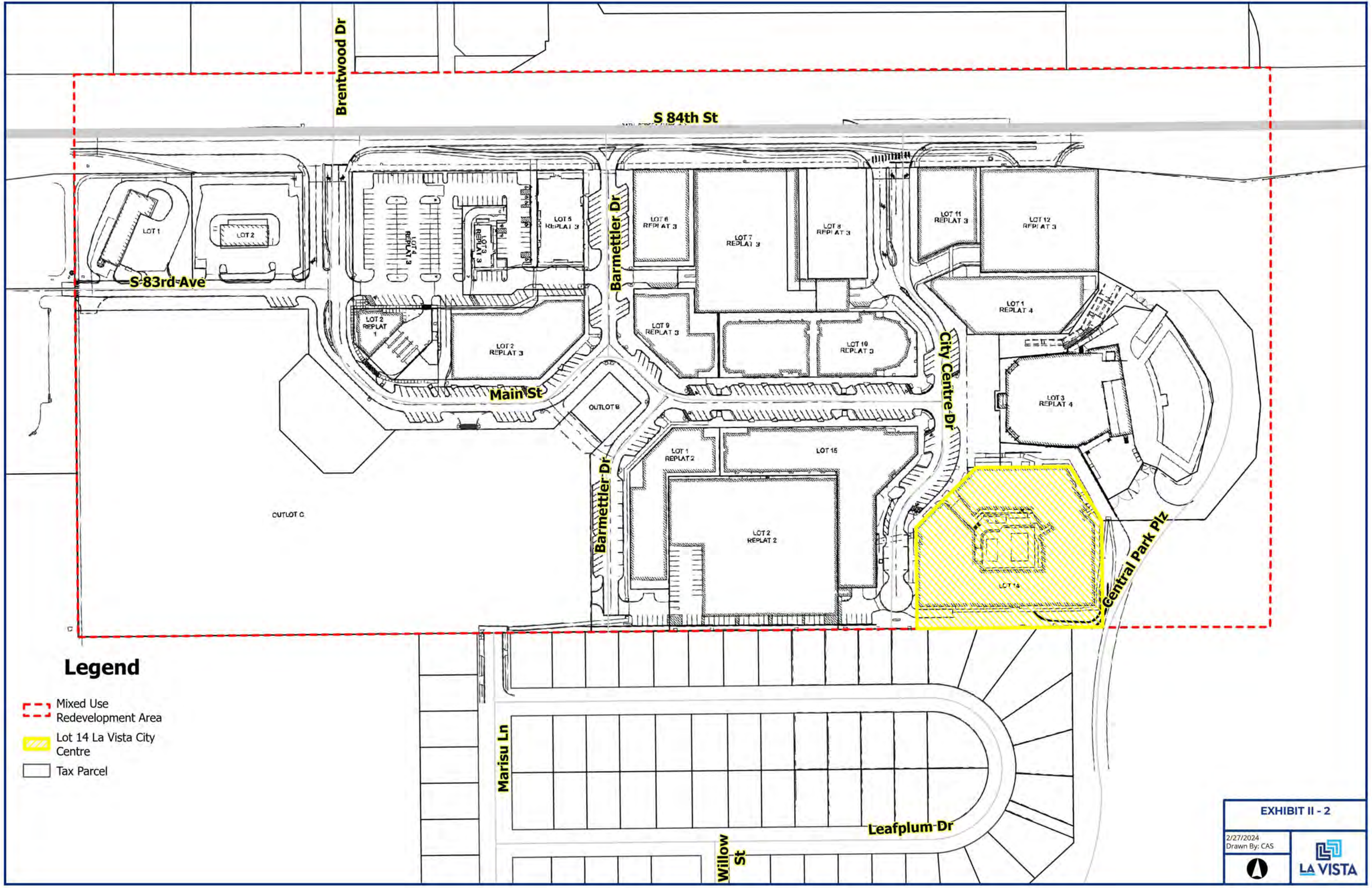


Legend

- Redevelopment Area - 84th St Redevelopment Plan
- Redevelopment Area - Redevelopment Plan Amendment #3









**LOT 14 La Vista City Centre**

**Exhibit II - 3**



1 FIRST FLOOR - FLS  
02 01 P2 3/64" = 1'-0"



2 LOFT - FLS  
02 01 P2 3/64" = 1'-0"



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MARCH 19, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONDITIONAL USE PERMIT – GROUND FLOOR MULTIPLE FAMILY UNITS LOT 14 LA VISTA CITY CENTRE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and a resolution has been prepared for Council to consider an application for a Conditional Use Permit for City Centre 1, LLC (d.b.a. City Ventures) to allow for the construction and operation of eight ground-floor multi-family units in the existing mixed-use development on Lot 14 La Vista City Centre.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled and a resolution prepared to approve a Conditional Use Permit for Ground Floor Multiple Family Units within an existing mixed-use development on Lot 14 La Vista City Centre.

The applicant is seeking to convert approximately 7,500 SF of vacant commercial space within the structure to eight ground-floor multi-family units. These additional multi-family units would have access to the building amenities included with the base multi-family project and would be managed by the same team as the base project. Once constructed, these would be included as a part of the larger multi-family asset and be managed as such.

A detailed staff report is attached.

The Planning Commission held a public hearing on February 29, 2024, and voted unanimously to recommend approval of the Conditional Use Permit, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a redevelopment plan amendment and its incorporation into the City's Comprehensive Plan.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR CITY CENTRE 1, LLC D.B.A. CITY VENTURES TO ALLOW FOR THE CONSTRUCTION AND OPERATION OF GROUND FLOOR MULTI-FAMILY UNITS IN AN EXISTING MIXED-USE DEVELOPMENT ON LOT 14 LA VISTA CITY CENTRE.

WHEREAS, City Centre 1, LLC has applied for a Conditional Use Permit to allow for the construction and operation of ground floor multi-family units in an existing mixed-use development on Lot 14 La Vista City Centre; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

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

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for City Centre 1, LLC d.b.a. City Ventures to allow for the construction and operation of ground floor multi-family units in an existing mixed-use development on Lot 14 La Vista City Centre.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2024.

CITY OF LA VISTA

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

ATTEST:

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



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

CASE NUMBERS: PCUP24-0001

FOR HEARING ON:  
REPORT PREPARED ON:

MARCH 19, 2024  
MARCH 5, 2024

**I. GENERAL INFORMATION**

**A. APPLICANT(S):**

City Centre 1 LLC  
Attn: Christopher Erickson  
8216 City Centre Dr.  
La Vista, NE 68128

**B. PROPERTY OWNER:**

City Centre 1 LLC  
Attn: Christopher Erickson  
8216 City Centre Dr.  
La Vista, NE 68128

**C. LOCATION:** Generally located northeast of the intersection of Main Street and City Centre Drive.

**D. LEGAL DESCRIPTION:** Lot 14 La Vista City Centre.

**E. REQUESTED ACTION(S):** Approval of a Conditional Use Permit (CUP) for ground-floor multi-family units in the existing mixed-use development.

**F. EXISTING ZONING AND LAND USE:** Lot 14 La Vista City Centre is zoned MU-CC which allows for above-ground floor multi-family residential outright and base floor commercial outright as a mixed use. The Vivere North structure consists of a mixture of base floor commercial bays with upper-story multi-family units.

**G. PURPOSE OF REQUEST:** Applicant is seeking to convert two existing commercial bays within the structure to eight ground-floor multi-family units.

**H. SIZE OF SITE:** Approximately 2.03 acres.

## **II. BACKGROUND INFORMATION**

### **A. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

<b><u>Direction From Subject Property</u></b>	<b><u>Future Land Use Designation</u></b>	<b><u>Current Zoning Designation</u></b>	<b><u>Surrounding Development</u></b>
North	Urban Medium Intensity Residential	R-1 Single-Family Residential	Central Park
East	Urban Medium Intensity Residential	R-1 Single-Family Residential	Briarwood
South	Urban Commercial	MU-CC Mixed-Use City Centre	Lot 15 (Vivere South) Mixed-Use Multi-Family Residential and Commercial
West	Urban Commercial	MU-CC Mixed-Use City Centre	Astro Event Center

### **B. RELEVANT CASE HISTORY:**

1. The final plat for La Vista City Centre was originally approved by City Council on July 19, 2016. At that time, the property was rezoned to MU-CC Mixed-Use City Centre.

### **C. APPLICABLE REGULATIONS:**

1. Section 5.19 of the City of La Vista Zoning Ordinance – MU-CC Mixed-Use City Centre District
2. Section 6 of the City of La Vista Zoning Ordinance – Conditional Use Permits (CUP)

## **III. ANALYSIS**

### **A. COMPREHENSIVE PLAN:**

1. The Future Land Use Map of the La Vista Comprehensive Plan designates this property as Urban Commercial.
2. The proposed project will meet Policy Live-2.2 of the La Vista Comprehensive Plan which reads: "Promote the development of housing types and supportive programs for people of retirement age, allowing residents to age in place with access to daily services." This policy directly promotes Goal 2 of the Live Long category of the Comprehensive Plan, which reads: "Maintain the balance of diverse, high-quality housing that

appeals to people of varying backgrounds, incomes and abilities.”

- B. OTHER PLANS:** This area has also been designated as blighted and substandard and in need of redevelopment. A proposed amendment to the 84th Street Redevelopment Plan would allow for the reduction in commercial square footage in the Phase 1 area of the development to permit this conversion of commercial bays to ground-floor multi-family residential units.
- C. TRAFFIC AND ACCESS:**
  - 1. The proposed change in use from commercial to residential for this portion of the existing structure on Lot 14 La Vista will result in a less intensive use when considering traffic and parking. No additional changes are anticipated to the existing traffic and access infrastructure to accommodate the additional residential units.
- D. UTILITIES:**
  - 1. The property has access to all necessary utilities.
- E. PARKING REQUIREMENTS:**
  - 1. The La Vista City Centre district does not have any minimum off-street parking requirements for multi-family residential uses.
  - 2. A total of 75 covered garage stalls are provided on the base floor of the structure. Additional parking is available in Parking Garage #1.

#### **IV. REVIEW COMMENTS:**

- 1. Applicant is requesting to infill a portion of the existing podium (ground level) at the Vivere Apartments north building with 8 ground-floor multi-family units and additional storage. This portion of the structure is currently designated for commercial development. However, the construction of the Astro Event Center has limited the visibility of this area and limited the viability of these commercial bays.
- 2. The conversion of a portion of the base-floor commercial area of the Lot 14 building will require amendments to the 84th Street Redevelopment Plan and the subdivision agreement that refers to the expectations for Phase 1 of La Vista City Centre.
- 3. The building, site, and landscape design is under review by the City's third-party Design Review Architect. This design review process must be substantially complete prior to the approval of a building permit.

**V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:**

Staff recommends approval of the Conditional Use Permit, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of the amendments to the Redevelopment Plan.

**VI. PLANNING COMMISSION RECOMMENDATION –  
CONDITIONAL USE PERMIT:**

The Planning Commission held a public hearing on February 29, 2024 and voted 7 for to 0 against to recommend approval of the Conditional Use Permit for City Centre 1, LLC dba City Ventures for ground-floor multi-family units in the existing mixed-use development, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VI. ATTACHMENTS TO REPORT:**

- A. Vicinity Map
- B. Staff Review Letter
- C. Draft Conditional Use Permit

**VII. COPIES OF THE REPORT SENT TO:**

- A. Chris Erickson, City Centre 1, LLC
- B. Christopher Houston, Tack Architects
- C. Public Upon Request



Prepared by: Deputy Community Development Director



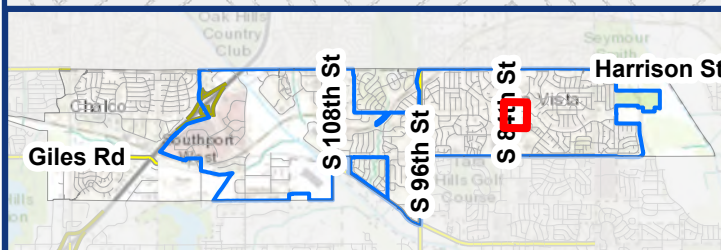
Community Development Director

3/5/24  
Date





## Vivere Ground Floor Apartments CUP - Vicinity Map



### Legend

- Property Lines
- CUP Boundary







February 15, 2024

Christopher Erickson  
City Centre 1  
8216 City Centre Dr.  
La Vista, NE 68128

RE: Conditional Use Permit – Ground Floor Multi-Family Apartments – Initial Review Letter  
Lot 14 La Vista City Centre

Mr. Erickson,

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, the City has the following comments:

1. The draft landscaping plan does not provide sufficient detail on the plantings proposed in the area of impact around the current structure.
2. It is assumed that the proposed additional apartments will be managed through the on-site management office currently within the building and have access to the same parking, services, and amenities available to the rest of the Vivere North building. However, a statement needs to be added to the operating statement to that effect.
3. Please extract the building elevations currently displayed on page A2.01-P2 to a separate page in the submittal package as it will be referred to specifically as an exhibit within the conditional use permit. Also, please add call-outs in relation to the materials in the elevations (noting "existing" for the materials that are existing to the current structure.
4. The façade improvements will need to be reviewed by La Vista's third-party design review architect for conformance with the La Vista City Centre Design Guidelines. Although a new application is not warranted, more information on materiality needs to be submitted for review. Substantial completion of this design review process must be completed prior to application for building permits.

**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



Please submit 2 full-size revised copies of the CUP plans and related documents (along with electronic copies) to the City for further review. In order to be considered for a meeting of the Planning Commission on February 29th, revised documents need to be provided by February 21st for inclusion in the packets sent to the Commission members. A draft CUP has been prepared and shared with you as an attachment to this letter. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,

A handwritten signature in blue ink, appearing to read "Christopher Solberg", is written over the typed name and title.

Christopher Solberg, AICP  
Deputy Community Development Director  
[csolberg@cityoflavista.org](mailto:csolberg@cityoflavista.org)  
(402) 593-6400

Attachment

cc:

Christopher Houston, Tack Architects  
Bruce Fountain, Community Development Director – City of La Vista  
Rita Ramirez, Assistant City Administrator – City of La Vista  
Cale Brodersen, Associate Planner – City of La Vista

CITY OF LAVISTA  
CONDITIONAL USE PERMIT

**Conditional Use Permit for Ground Floor Multi-Family Apartments  
(Vivere North)**

Lot 14, La Vista City Centre

This Conditional Use Permit is issued this 19th day of March 2024 by the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City") to City Centre 1, a limited liability company authorized to do business in Nebraska ("City Ventures" or "Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate additional multiple-family units on the ground floor of an existing multi-dwelling building known as Vivere North Apartments upon the following described tract of land within the City of La Vista's zoning jurisdiction:

Lot 14 La Vista City Centre, a subdivision in Sarpy County, Nebraska (the "Property") as depicted in Exhibit "A" the ALTA/NSPS Land Title Survey; and

WHEREAS, Owner has applied for a Conditional Use Permit for the purpose of constructing and operating ground floor multi-family units on the Property as described above; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit to the Owner for such purposes, subject to certain conditions and agreements as hereinafter provided (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Owner to use the Property for the purposes described above, said use hereinafter being referred to interchangeably as a "Permitted Uses" or "Uses".

**Conditions of the Permit**

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any material breach hereof shall cause Permit to expire and terminate, subject to the rights of the Owner to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Uses:
  - a. The site plan (the "Site Plan") showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit " B ".
  - b. Operations on the property will be limited to and carried out in accordance with the Operational Statement attached as Exhibit " C " and incorporated into this permit by reference.
  - c. Architectural review of the building design, landscaping, and lighting will be completed after approval of this Conditional Use Permit. Upon completion of the design review process, updated elevations and related plans will be included as Exhibits " B " through " F " prior to the recording of the Permit.
  - d. The Property shall be developed and maintained in accordance with the Site Plan and all other Exhibits of this Agreement, as well as the final plat of Lot 14 La Vista City Centre ("Final Plat"), and Subdivision Agreement applicable to the Property, ("Subdivision Agreement"), as approved by the

City and incorporated herein by this reference. Any modifications to the Site Plan must be submitted to the Community Development Director for approval. Modification of any other document or Exhibit shall be subject to the approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.

- e. All signage, including without limitation design, location, placement and dimensions, shall be subject to the approval of the Community Development Department, per the La Vista Zoning Ordinance.
  - f. Owner shall obtain all required permits for the Uses from the City of La Vista.
  - g. Owner shall comply (and shall ensure that all structures, appurtenances and improvements on the Property 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 building codes, fire codes, ADA requirements, and environmental or safety laws, rules or regulations.
  - h. 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 its agents, employees, assigns, suppliers or invitees relating to the Owner's Uses of the Property, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation but excluding any liability, loss, claim or expense proximately caused by the sole negligence of the City.
  - i. Owner agrees to continue to comply with requirements related to drainage that are specified in the Subdivision Agreement for the La Vista City Centre development.
  - m. Owner shall ensure that the leasing and business office on the property will be staffed during normal business hours.
  - o. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete.
  - p. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the approved landscaping plan (Exhibit "B") and the requirements of the La Vista City Centre Design Guidelines.
3. The Owner's right to maintain the Uses of the Property, as contemplated by this Permit, shall be based on the following conditions:
- a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked (with respect to a particular Use) only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Owner and opportunity to cure in the time and manner described below.
  - b. Construction will be in accordance with the City Building Code. Time limitation for building permits shall be in accordance with the City Building Code. Extensions shall be requested in writing and justifiable cause demonstrated.
  - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property as related to said structures, facilities or materials.
4. 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. There shall be a presumption that the project on the Property has been abandoned if the Owner fails to commence construction of the buildings within the time provided by Section 4(b) above.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Uses, and such cancellation, revocation denial or failure to maintain any federal, state or local permit required for the use is not cured in the time and manner described below, so long as curative

- rights are provided under laws, rules and regulations governing said permit.
- c. Owner's construction or placement of a storage tank, structure or other improvement on the Property, (except during construction of any phase of the project) not specified in this Permit and Owner's failure to cure such breach in the time and manner described below after City's giving notice thereof.
  - d. Owner's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. If construction of the improvements on the Property has not been commenced within twelve (12) months from the date of this Permit, this Permit shall be null and void and all rights hereunder shall lapse; provided, however, Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
  6. If the Owner upon the expiration or termination of this Permit fails to promptly remove any remaining safety, environmental or other hazard or nuisance, 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 in connection with the removal thereof) and the Owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards or nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.
  7. If any provision, or any portion thereof, contained in this Permit 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.
  8. The conditions and terms of this Permit shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of, the Owner, its successors and assigns.
  9. Delay of City to terminate this Permit on account of breach of Owner of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. 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.
  10. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to written notice and opportunity to cure a breach of this Permit as follows. City will notify the Owner in writing of any breach of this Permit and Owner shall be permitted to cure any breach. Such written notice shall specify the particular conditions giving rise to the breach, and, to the extent known, what actions are required to cure such breach. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section 10 and diligently pursued and completed as soon as is reasonably possible, and allowing additional time does not substantially increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
  11. 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.
  12. 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 as follows:

To Owner: City Centre 1  
Christopher Erickson  
8216 City Centre Dr.  
La Vista, NE 68128

13. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

14. Exhibits. The following exhibits are incorporated herein by reference:

Exhibit "A": ALTA/NSPS Land Title Survey

Exhibit "B": Site Plan

Exhibit "C": Operating Statement

Exhibit "D": Site Landscaping Plan

Exhibit "E": Elevation Renderings

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:

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

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF SARPY            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Permit, and they acknowledged the execution thereof to be their voluntary act and deed.

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

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:

City Centre 1, LLC

By: \_\_\_\_\_, it's owner

ACKNOWLEDGMENT OF NOTARY

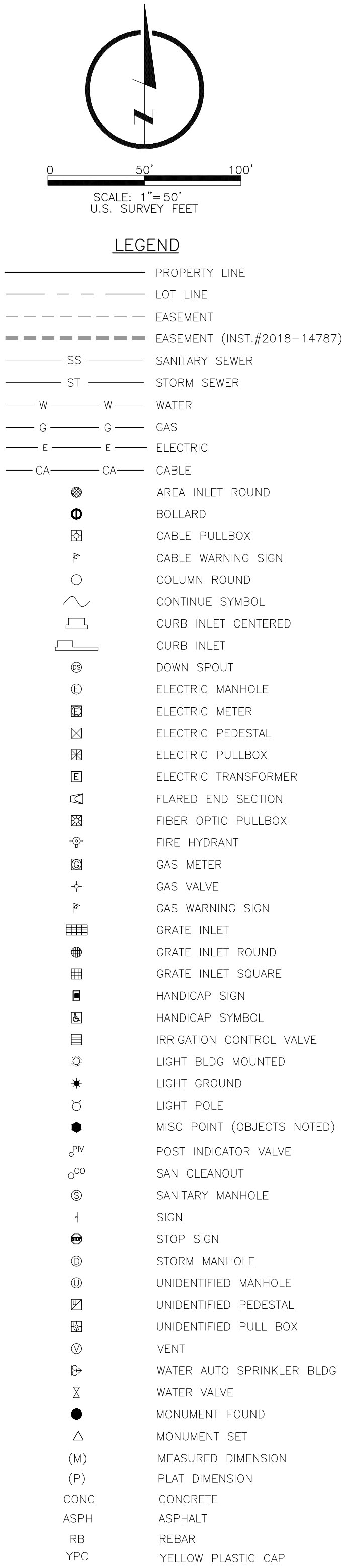
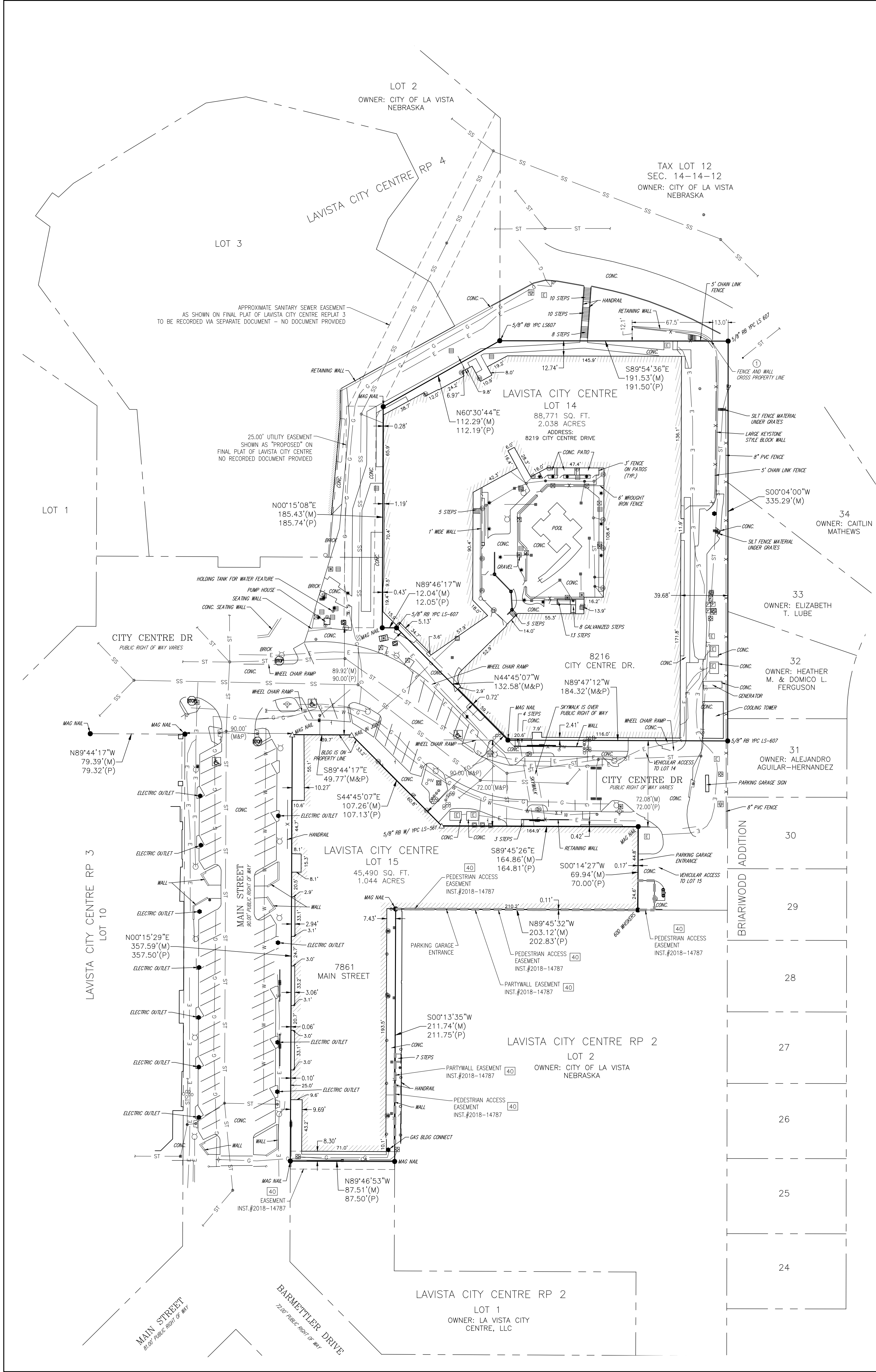
STATE OF NEBRASKA                    )  
  )  
COUNTY OF \_\_\_\_\_ )

On this day of \_\_\_\_\_, 2024, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_ personally known by me to be an owner of City Centre 1, LLC, a limited liability company, and the identical person whose name is affixed to the foregoing Permit, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

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





ZONING CLASSIFICATION

PER ZONING REPORT BY NATIONAL ZONING CONSULTANTS DATED 11/9/2023, REVISED 11/13/2023.

**ZONING SUMMARY**

JURISDICTION: LA VISTA, NEBRASKA

ZONING DISTRICT(S): "MU--CC" MIXED USE CITY CENTRE DISTRICT AND "GWAY" GATEWAY CORRIDOR OVERLAY DISTRICT

EXISTING GENERAL LAND USE: MIXED USE: MULTI-FAMILY RESIDENTIAL, COMMERCIAL/RETAIL

AUTHORIZED LAND USES: MIXED-USE, MULTI-FAMILY RESIDENTIAL, COMMERCIAL/RETAIL, AND THOSE USES IDENTIFIED IN THE ZONING CODE ENCLOSURE OF THIS REPORT.

SETBACKS/YARDS		REQUIRED	EXISTING
FRONT/ STREET SIDE:		0 FT MIN; 10 FT MAX	LOT 14: 0.72 FT (SW), 2.41 FT (S) LOT 15: 0.06 FT (W), 0 FT (NE), 0.42 FT (N)
SIDE:		0 FT	LOT 14: 0.28 FT (E), 7 FT (NE), 12.74 FT (N), LOT 15: 8.3 FT (S - S), 0.11 FT (S - N),
REAR:		0 FT (25 ADJACENT TO RESIDENTIAL USE)	LOT 14: 39.68 FT + (W - ADJACENT TO SFR) LOT 15: 7.43 FT (W - S), 0.17 FT (W - N)
BUILDING HEIGHT		REQUIRED	EXISTING
MAXIMUM BUILDING HEIGHT:		90 FT	5 STORIES; HEIGHT IN FEET IS NOT AVAILABLE
LOT AREA REQUIREMENTS			
MINIMUM LOT AREA:	ALLOWED	NO REQUIREMENT	EXISTING: TOTAL: 3,082 AC; 134,261 SF; LOT 14: 2,038 AC; 88,771 SF; LOT 15: 1,044 AC; 45,490 SF
MINIMUM LOT WIDTH:	ALLOWED	NO REQUIREMENT	LOT 14: 132.58 FT LOT 15: 49.77 FT
MINIMUM ROAD FRONTAGE:	ALLOWED	20 FT	LOT 14: 316.9 FT LOT 15: 572.22 FT
DENSITY			
MAXIMUM FLOOR AREA RATIO (FAR):	ALLOWED	NO REQUIREMENT	3.04
MAXIMUM LOT COVERAGE:	ALLOWED	NO REQUIREMENT	LOT 14: 65% +/- LOT 15: 92% +/-
MAXIMUM UNITS PER ACRE:	ALLOWED	NO REQUIREMENT	127.2 DU/AC
MINIMUM AREA PER UNIT:	ALLOWED	NO REQUIREMENT	542-1,345 SF
PARKING			
NUMBER OF VEHICLE SPACES:	REQUIRED	NO REQUIREMENT IN MU--CC DISTRICT	EXISTING: TOTAL: 137 (ON-SITE); LOT 14 PARKING GARAGE: 74 (3 ADA) LOT 15 PARKING GARAGE: 63 (2 ADA) ADJACENT OFF-STREET PARKING: 72 (3 ADA)

NOTES

- NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- NO OFFSITE EASEMENT INFORMATION PROVIDED.
- SKYWALK BETWEEN BUILDINGS ON LOTS 14 AND 15 CROSSES OVER CITY CENTRE DRIVE PUBLIC RIGHT OF WAY.

FLOOD\_ZONE

ZONE X AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS ILLUSTRATED BY FLOOD INSURANCE RATE MAP (FIRM), SAPPY COUNTY, NEBRASKA. MAP NUMBER 31153C0070H. MAP EFFECTIVE DATE: 5/3/2010. COMMUNITY NUMBER: 310192.

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

PARKING\_STALL\_NOTE

OFF-STREET PARKING CONTAINS 72 STANDARD AND 3 HANDICAP STALLS FOR A TOTAL OF 75 PARKING STALLS.

LOT 14, PARKING GARAGE CONTAINS 71 STANDARD AND 3 HANDICAP STALLS FOR A TOTAL OF 74 PARKING STALLS.

LOT 15, PARKING GARAGE 1ST LEVEL CONTAINS 30 STANDARD AND 2 HANDICAP STALLS FOR A TOTAL OF 32 PARKING STALLS.

LOT 15, PARKING GARAGE 2ND LEVEL CONTAINS 31 STANDARD PARKING STALLS.

TOTAL PARKING GARAGE STALLS = 137 (LOTS 14 & 15)

EASEMENT\_NOTES

EASEMENTS SHOWN HEREON AS PER FIRST AMERICAN TITLE INSURANCE COMPANY. COMMITMENT NUMBER: NCS-1193458-02--OMHA. REVISION NUMBER: 1. EFFECTIVE DATE: NOVEMBER 3, 2023 AT 8:00 AM.

ITEMS 1-3 NOT A SURVEY MATTER

4. EASEMENTS, OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (SEE SURVEY)

5. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS. (SEE SURVEY)

ITEMS 6-10 NOT A SURVEY MATTER

11. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

12. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

13. TERMS AND CONDITIONS OF OIL AND GAS LEASE FILED SEPTEMBER 30, 1930, IN BOOK 7, PAGE 355, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA. (5 YR LEASE FOR OIL AND GAS WELL. EXPIRED IN 1935. NO WELL ON THE SITE)

14. TERMS AND CONDITIONS OF OIL AND GAS LEASE FILED SEPTEMBER 30, 1930, IN BOOK 7, PAGE 357, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA. (5 YR LEASE FOR OIL AND GAS WELL. EXPIRED IN 1935. NO WELL ON THE SITE)

AFFIDAVIT, FILED OCTOBER 13, 1959, RECORDED IN BOOK 25, PAGE 412, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA. (STATES NO WELL WAS DRILLED)

15. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

16. TERMS AND CONDITIONS OF RIGHT OF WAY AGREEMENT FILED AUGUST 16, 1961, IN BOOK 12, PG 598, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA. (DOES NOT AFFECT ON SUBJECT PROPERTY)

AMENDMENT TO PARTIAL RELEASE OF RIGHT OF WAY, FILED OCTOBER 18, 1961, RECORDED IN BOOK 28, PAGE 670, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA.

AGREEMENT, FILED MARCH 29, 1963, RECORDED IN BOOK 31, PAGE 399, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA.

CONVEYANCE AND ASSIGNMENT, FILED MARCH 23, 1963, RECORDED IN BOOK 126, PAGE 277, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA.

AGREEMENT, FILED OCTOBER 7, 1985, RECORDED IN BOOK 58, PAGE 2159, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA.

17. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

18. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

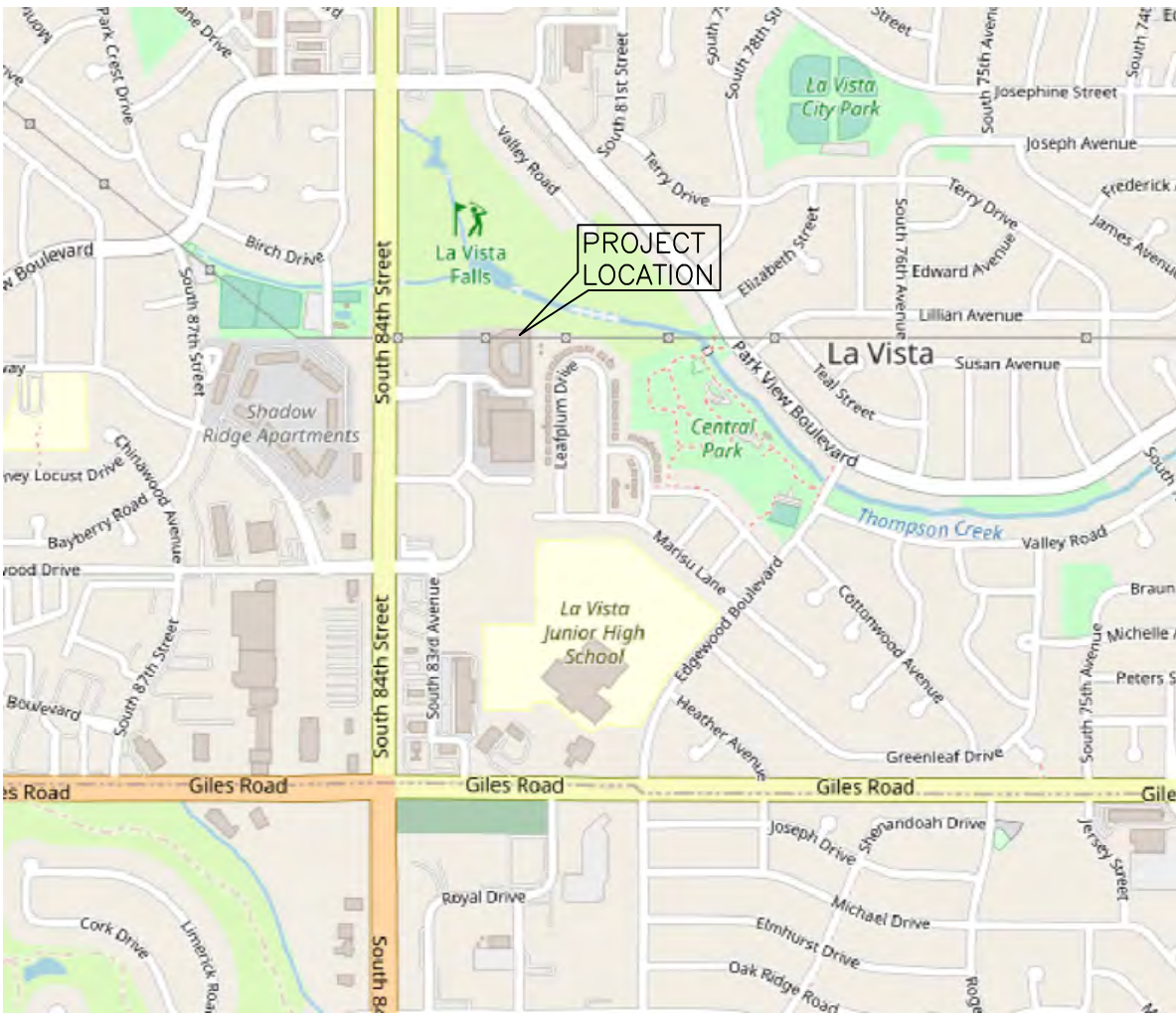
19. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

20. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

21. SUBJECT TO TERMS AND CONDITIONS OF ASSIGNMENTS OF CONTRACTS, AGREEMENTS, EASEMENTS, JOINT USE POLE AGREEMENTS, RAILROAD CROSSING AGREEMENTS, MISCELLANEOUS AGREEMENTS AND RIGHTS FILED DECEMBER 23, 1970, IN BOOK 43, PAGE 485, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA. (NOT A SURVEY MATTER)

POTENTIAL\_ENCROACHMENT\_NOTES

- FENCE AND WALL CROSS PROPERTY LINE.



VICINITY\_MAP

22. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

23. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

24. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

25. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

26. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

27. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

ITEMS 28-29 NOT A SURVEY MATTER

30. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

31. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

32. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

33. TERMS AND CONDITIONS OF ORDINANCE RECORD FILED AUGUST 12, 2008, AS INSTRUMENT NO. 2008-23040, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA. (VACATING PLAT DOES NOT AFFECT--NOT ON SUBJECT PROPERTY)

34. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

35. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

36. SUBJECT TO TERMS AND CONDITIONS OF SUBDIVISION AGREEMENT LA VISTA CITY CENTRE FILED DECEMBER 2, 2016, AS INSTRUMENT NO. 2016-31244, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA. (NOT A SURVEY MATTER)

FIRST AMENDMENT TO SUBDIVISION AGREEMENT, FILED DECEMBER 31, 2019, RECORDED AS INSTRUMENT NO. 2019-32976, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA. SECOND AMENDMENT TO SUBDIVISION AGREEMENT, FILED SEPTEMBER 3, 2021, RECORDED AS INSTRUMENT NO. 2021-33801, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA.

37. SUBJECT TO TERMS AND CONDITIONS OF REDEVELOPMENT AGREEMENT FILED DECEMBER 2, 2016, AS INSTRUMENT NO. 2016-31245, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA. (NOT A SURVEY MATTER)

DOCUMENT CONTAINS AN INCOMPLETE LEGAL DESCRIPTION OF TAX LOT 12, SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M. SAPPY COUNTY, NEBRASKA.

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT, FILED SEPTEMBER 3, 2021, RECORDED AS INSTRUMENT NO. 2021-33802, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA.

38. SUBJECT TO TERMS AND CONDITIONS OF FIRST AMENDMENT OF AND SUPPLEMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR LA VISTA CITY CENTRE FILED DECEMBER 2, 2016, AS INSTRUMENT NO. 2016-31246, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA. (INGRESS/EGRESS ACCESS AND DRAINAGE EASEMENTS RESERVED OVER ALL LOTS. BLANKET IN NATURE. NOT PLOTTABLE)

39. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

40. SUBJECT TO TERMS AND CONDITIONS OF PARTY WALL AND EASEMENT AGREEMENT FILED JUNE 29, 2018, AS INSTRUMENT NO. 2018-14787, OFFICIAL RECORDS, SAPPY COUNTY, NEBRASKA. (ALL LOTS) (LOT 15--AS SHOWN HEREON)

LEGAL\_DESCRIPTION

PER FIRST AMERICAN TITLE INSURANCE COMPANY. COMMITMENT NUMBER: NCS-1193458-02--OMHA. REVISION NUMBER: 1. EFFECTIVE DATE: NOVEMBER 3, 2023 AT 8:00 AM.

PARCEL 1:  
LOTS 14 AND 15, LA VISTA CITY CENTRE, AN ADDITION TO THE CITY OF LA VISTA, SAPPY COUNTY, NEBRASKA.

PARCEL 2:  
NONEXCLUSIVE EASEMENTS GRANTED IN THE EASEMENT AGREEMENT FILED JUNE 29, 2018 AS INSTRUMENT NUMBER 2018-14787, IN THE OFFICE OF THE SAPPY COUNTY REGISTER OF DEEDS

UTILITY\_NOTES

- THIS DRAWING INCLUDES OBSERVED EVIDENCE OF SERVICES AND UTILITIES EVIDENT AT THE TIME OF SURVEY. RECORD LOCATIONS PROVIDED BY THOSE COMPANIES RESPONDING TO OUR REQUEST AND THOSE MARKED BY "ONE CALL" LOCATORS. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR THE FAILURE TO SHOW ANY BURIED SERVICE AND/OR UTILITY LINES EVEN THOUGH THEY MAY EXIST. CONTACT "ONE CALL" (811) PRIOR TO ANY EXCAVATION ON THIS SITE. \*\*TICKET NO. 232780283, 232780286, DATED 10/12/2023
- UTILITY PLANS AND REPORTS WERE NOT PROVIDED AND COULD NOT BE LOCATED.

SURVEYOR'S\_CERTIFICATION

TO: MERCHANTS BANK OF INDIANA AND EACH SUCCESSOR AND/OR ASSIGN; CITY CENTRE 1, LLC; CITY CENTRE 1.1, LLC, A NEBRASKA LIMITED LIABILITY COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 8, 9, 10, 11(a), 13, 16, 17 & 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 10/12/2023.

LAMP RYNEARSON, INC

DATE OF PLAT OR MAP: 12/4/2023  
SURVEYOR OF RECORD: TODD L. WHITFIELD  
EMAIL ADDRESS: TODD.WHITFIELD@LAMPRYNEARSON.COM



LAMP RYNEARSON

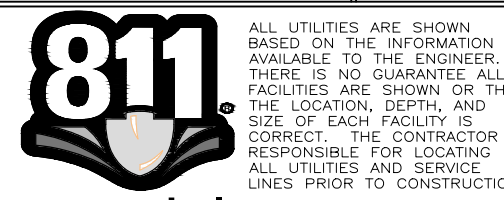
LAMPRYNEARSON.COM

OMAHA, NEBRASKA  
14710 W. DODGE RD., STE. 100 (402)496.2498  
FORT COLLINS, COLORADO  
4715 INNOVATION DR., STE. 100 (970)226.0342  
KANSAS CITY, MISSOURI  
9001 STATE LINE RD., STE. 200 (816)361.0440

Exhibit "A"

ALTA/NSPS  
LAND TITLE SURVEY

84TH AND CITY CENTRE DRIVE  
LAVISTA, SAPPY COUNTY, NEBRASKA



Know what's below.  
Call before you dig.

REVISIONS

11/1/2023 RER  
11/15/2023 RER

DESIGNER / DRAFTER

TODD WHITFIELD/RACHEL RENNECKER

DATE

10/16/2023

PROJECT NUMBER

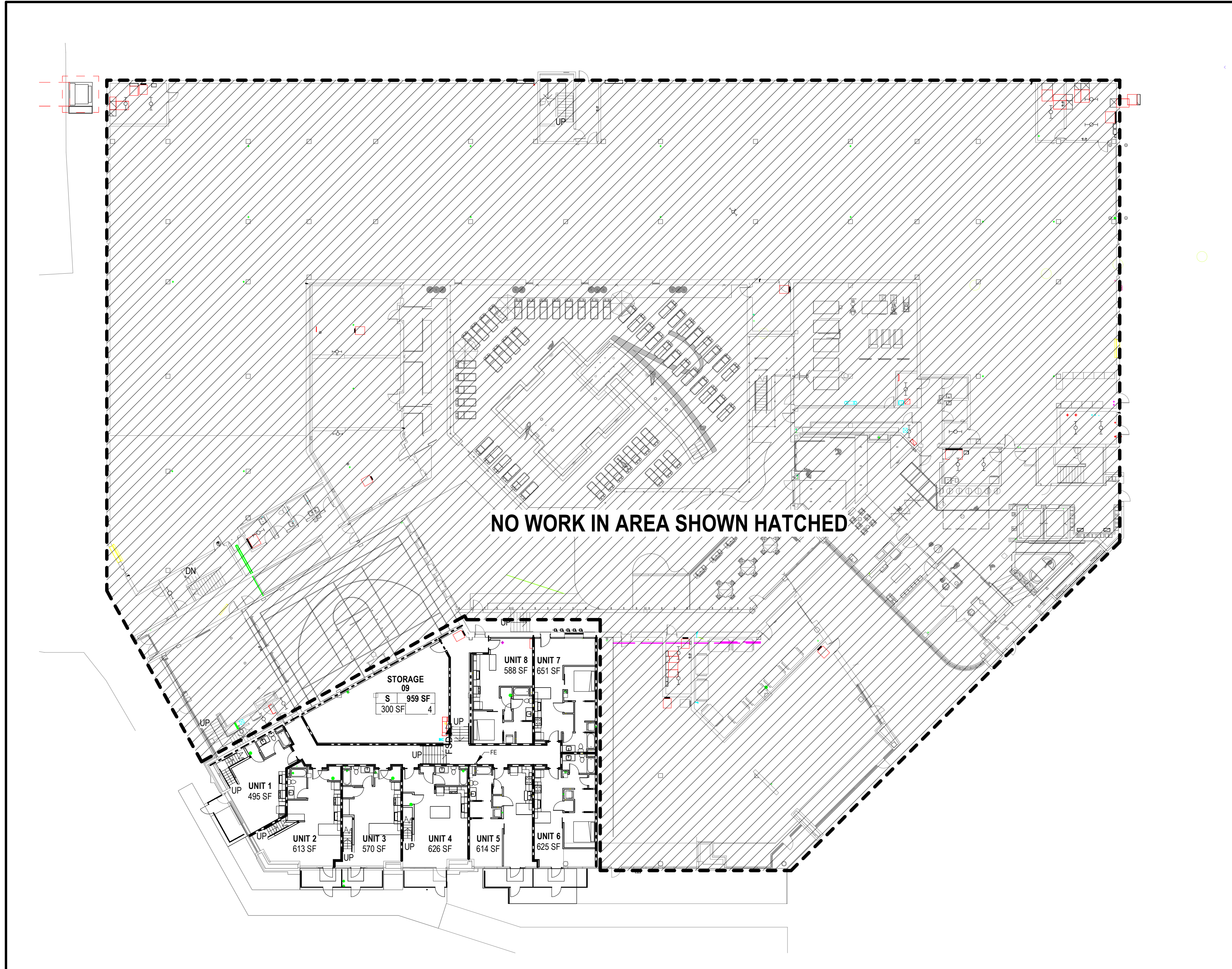
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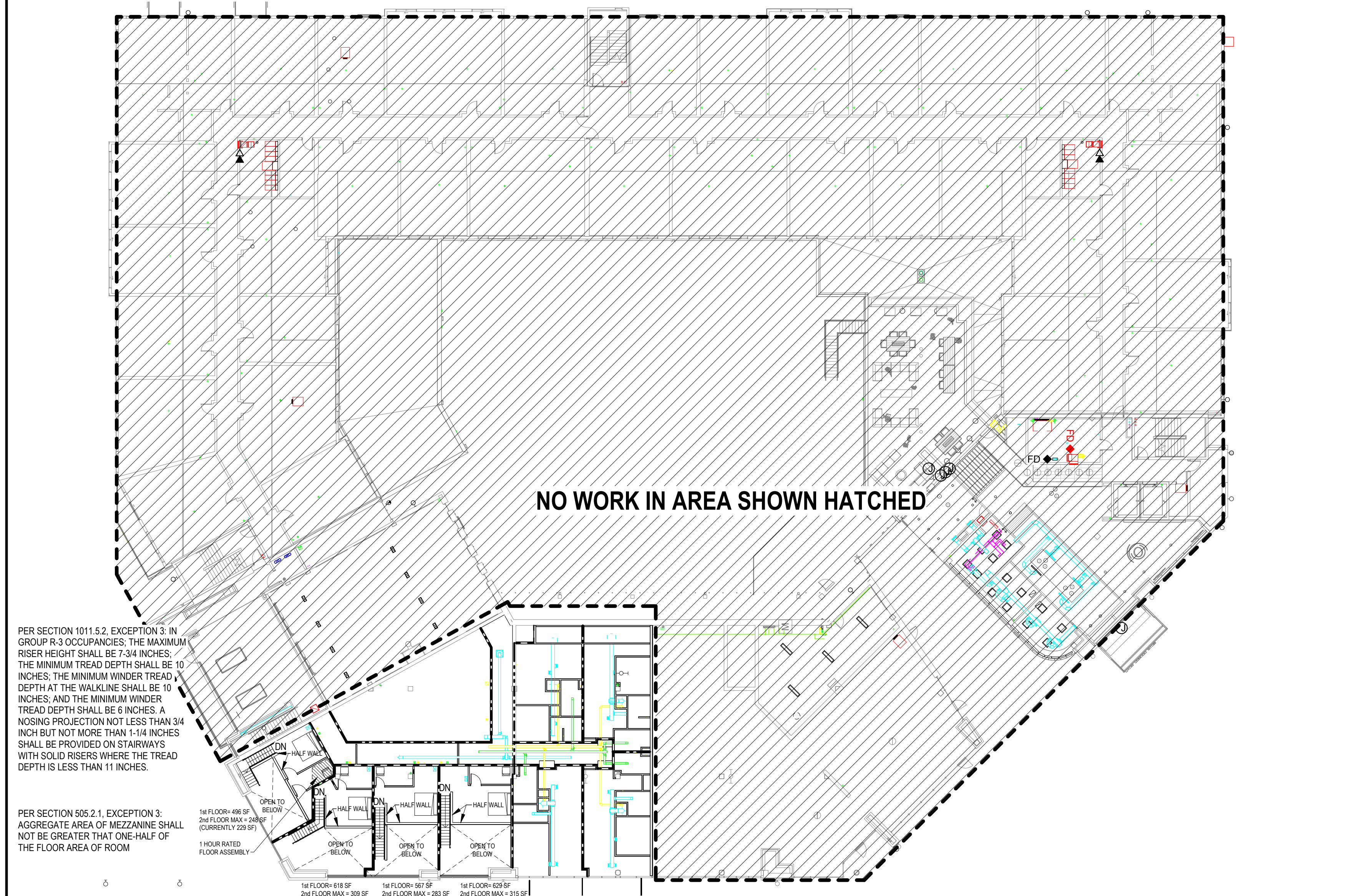
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SHEET

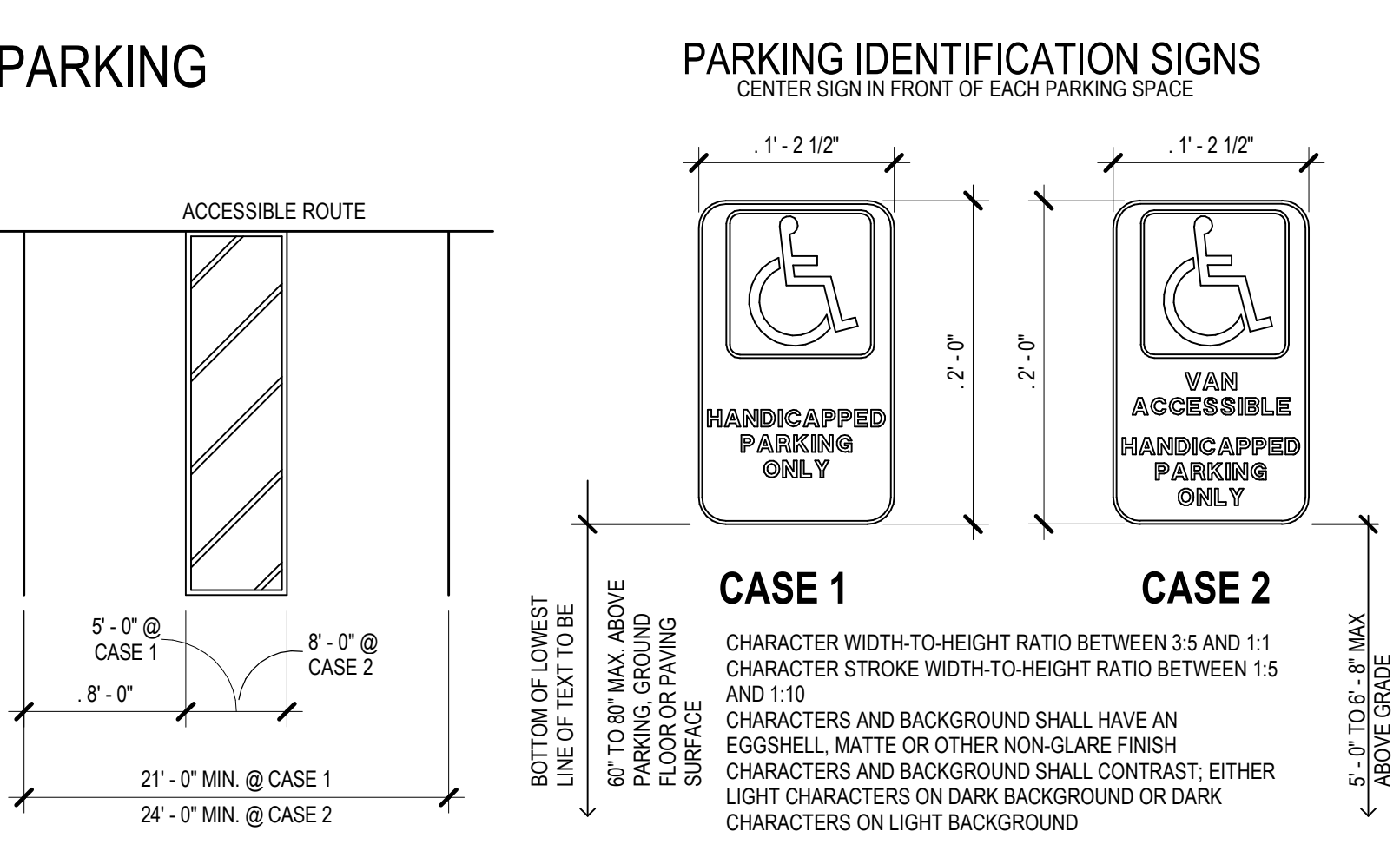
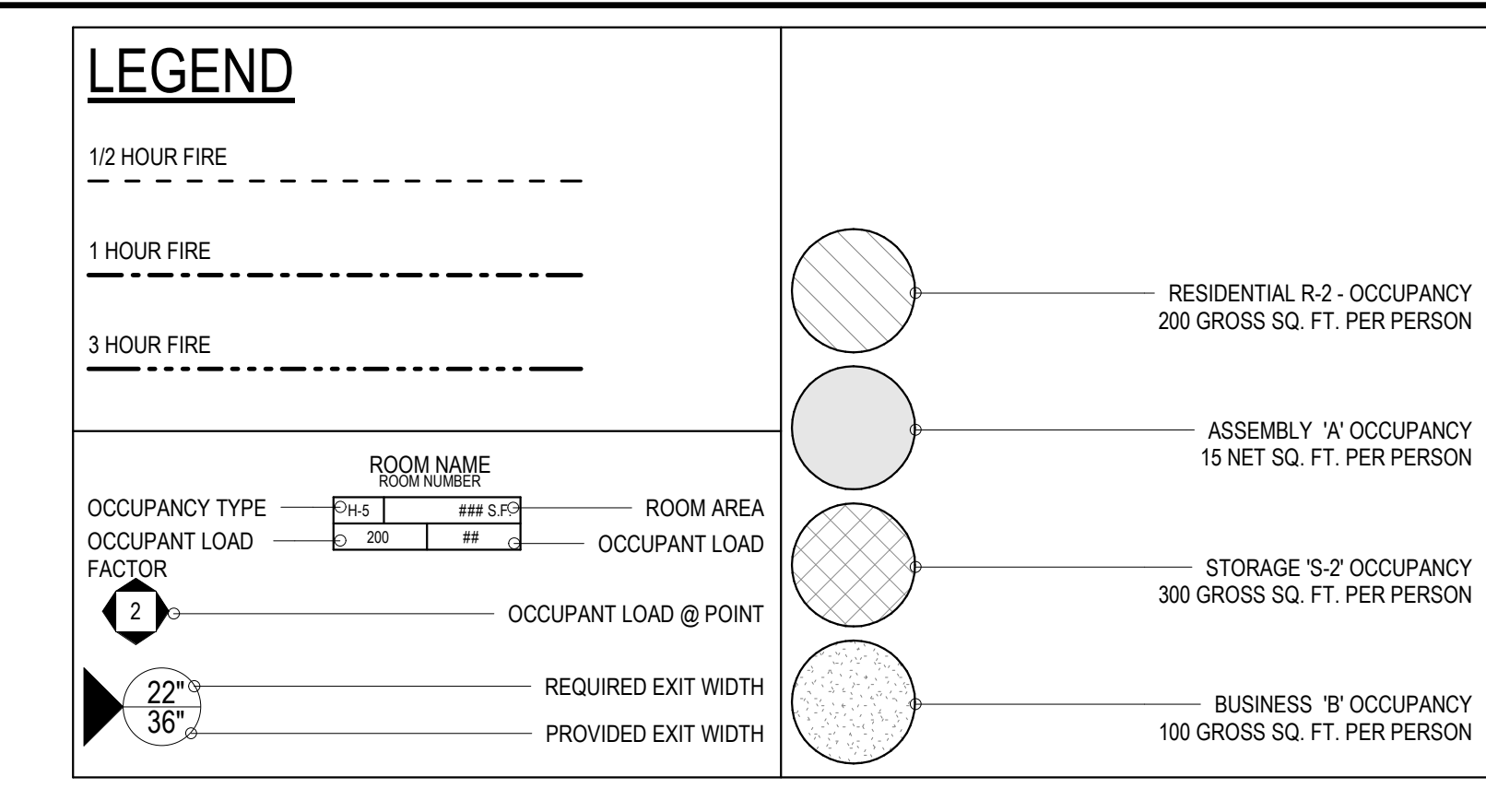
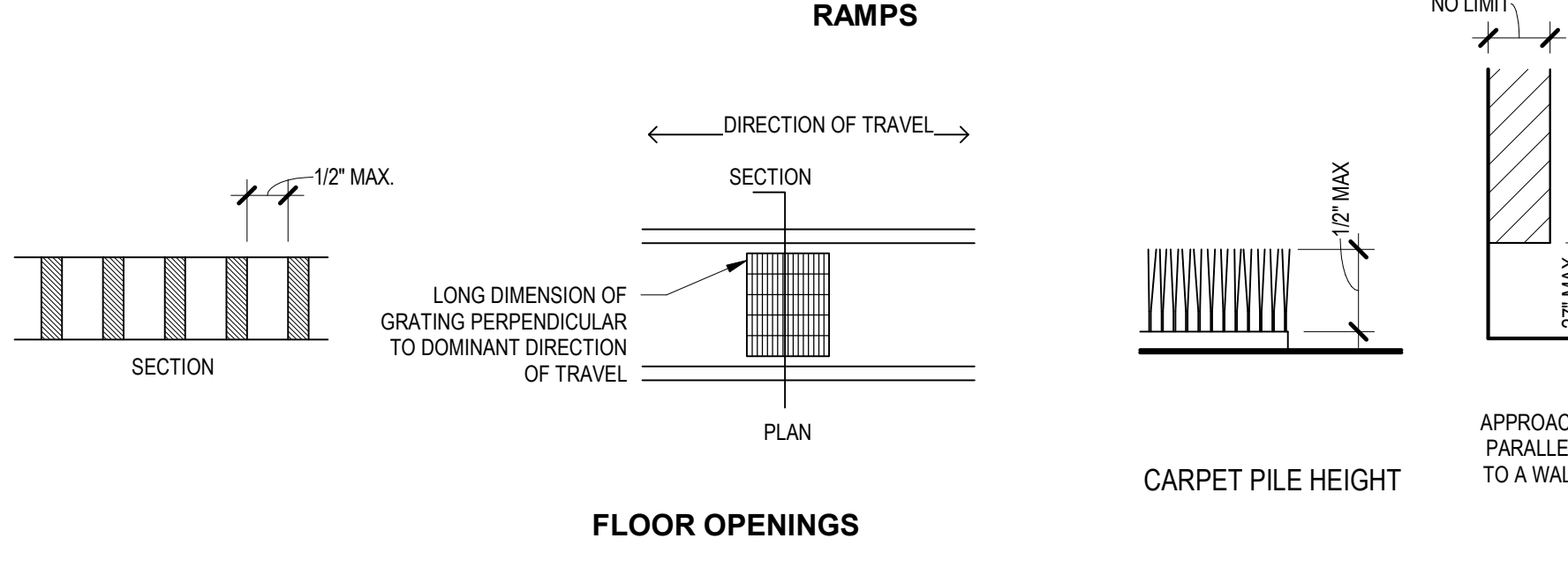
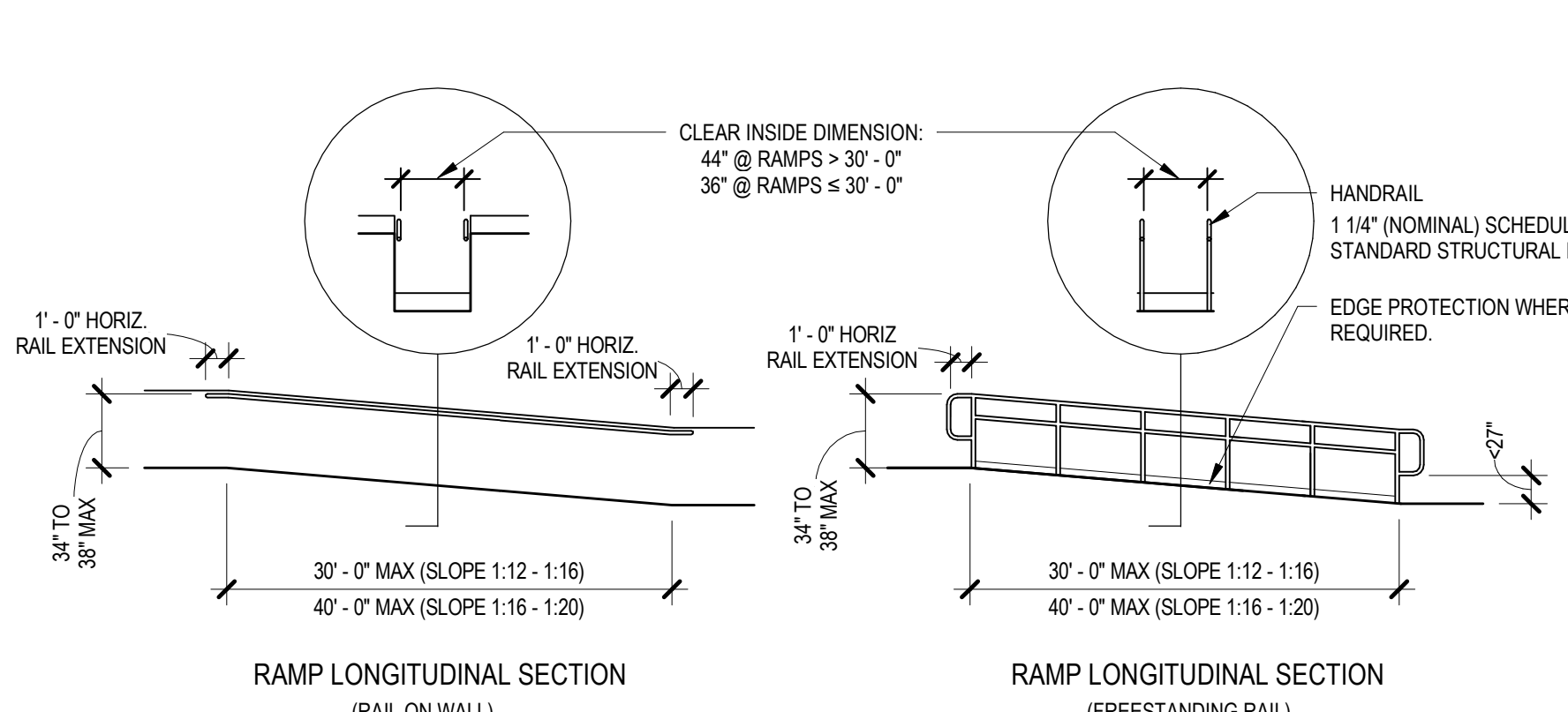
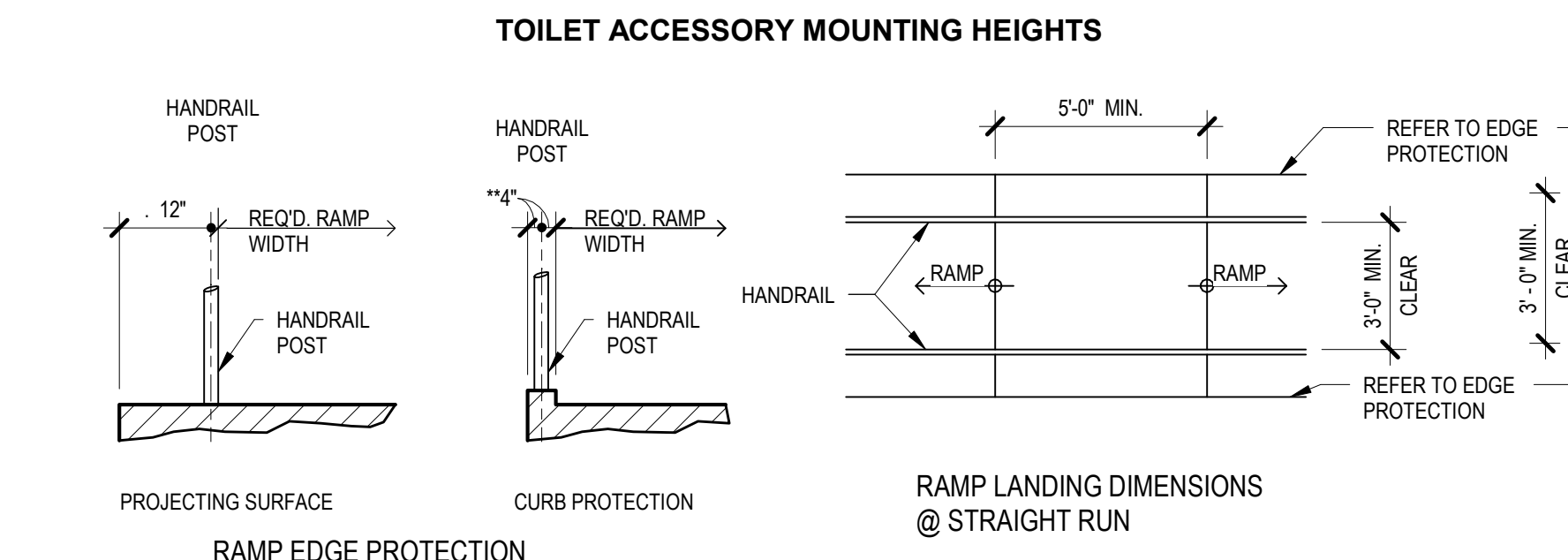
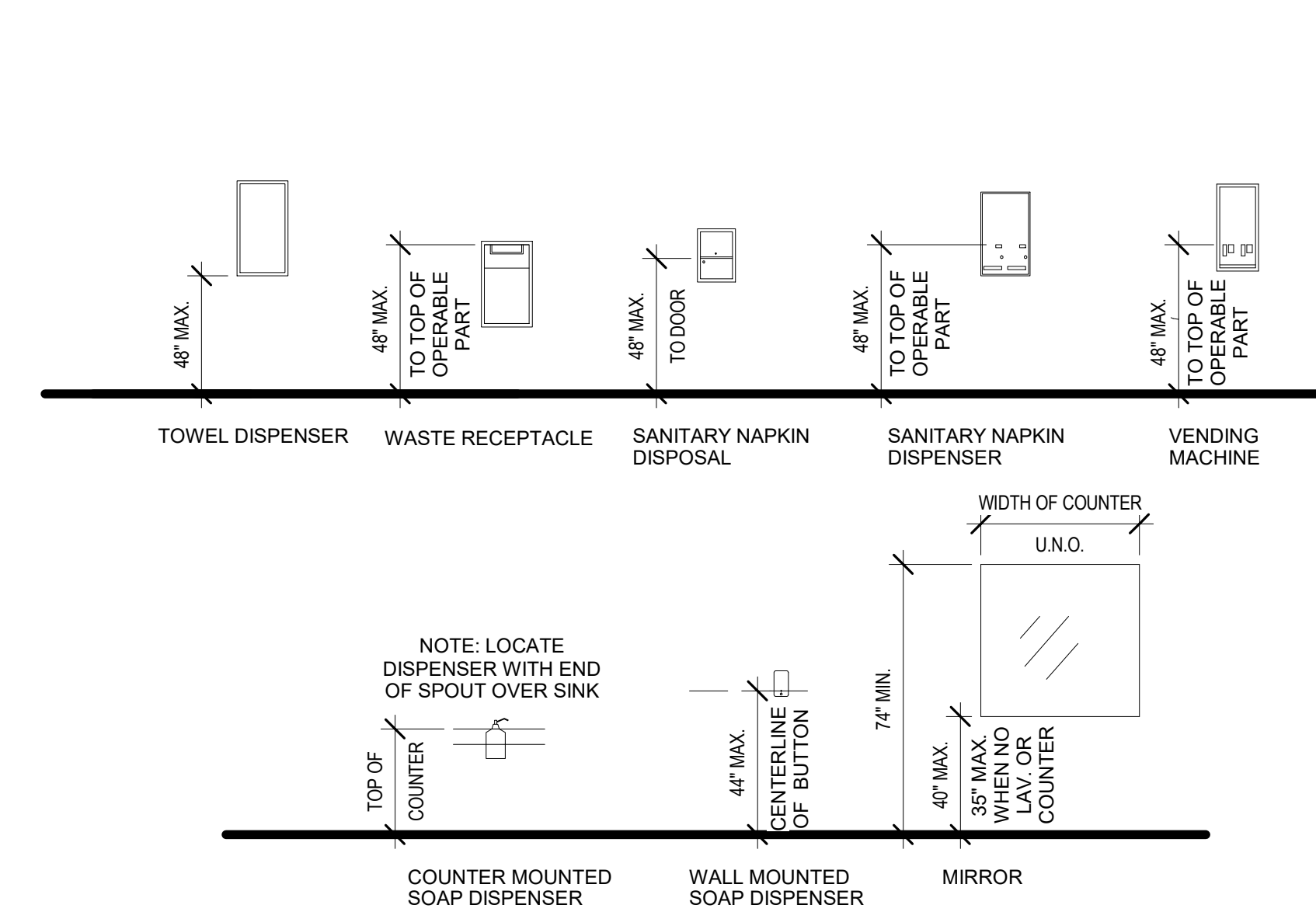
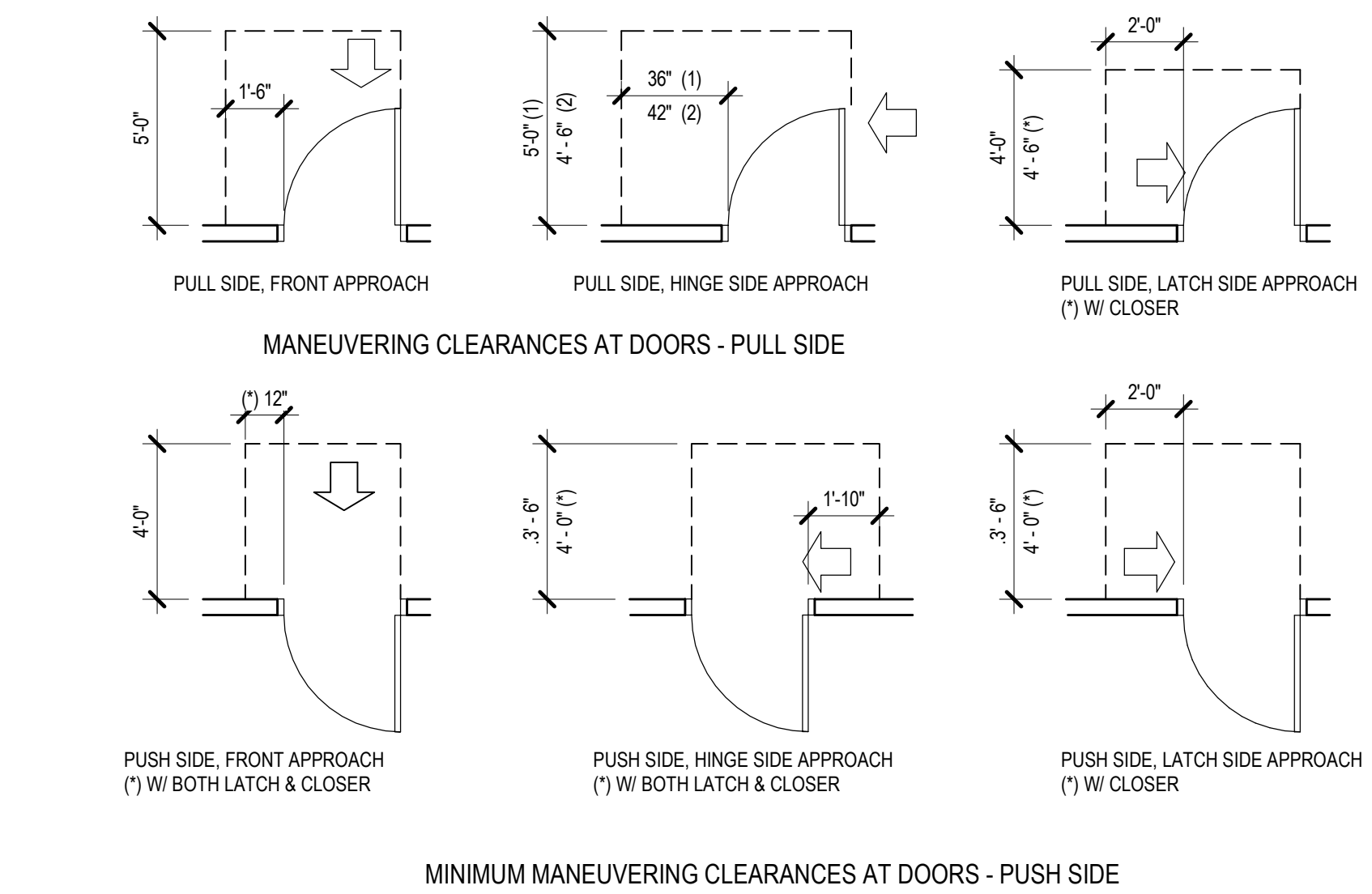
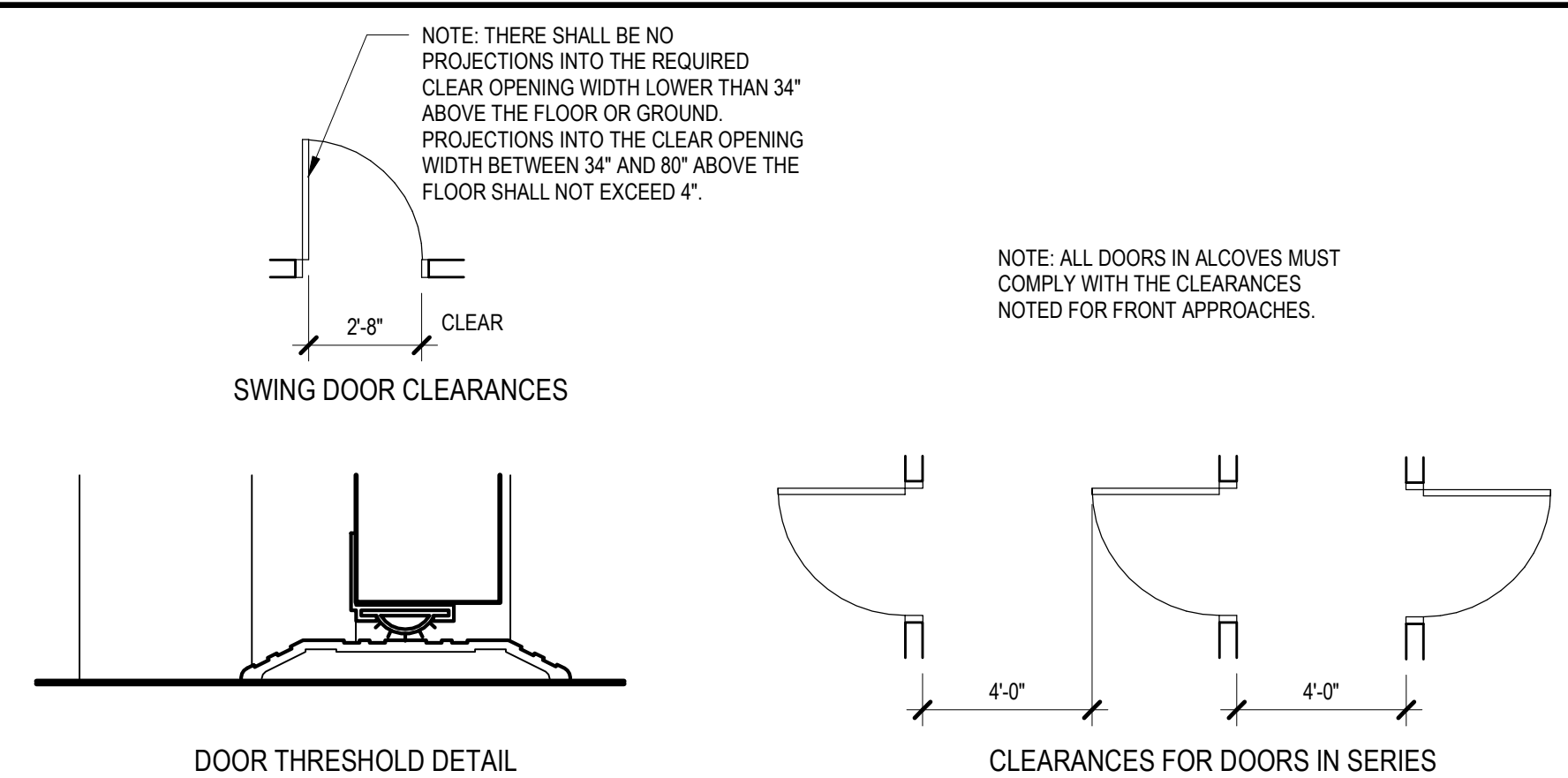




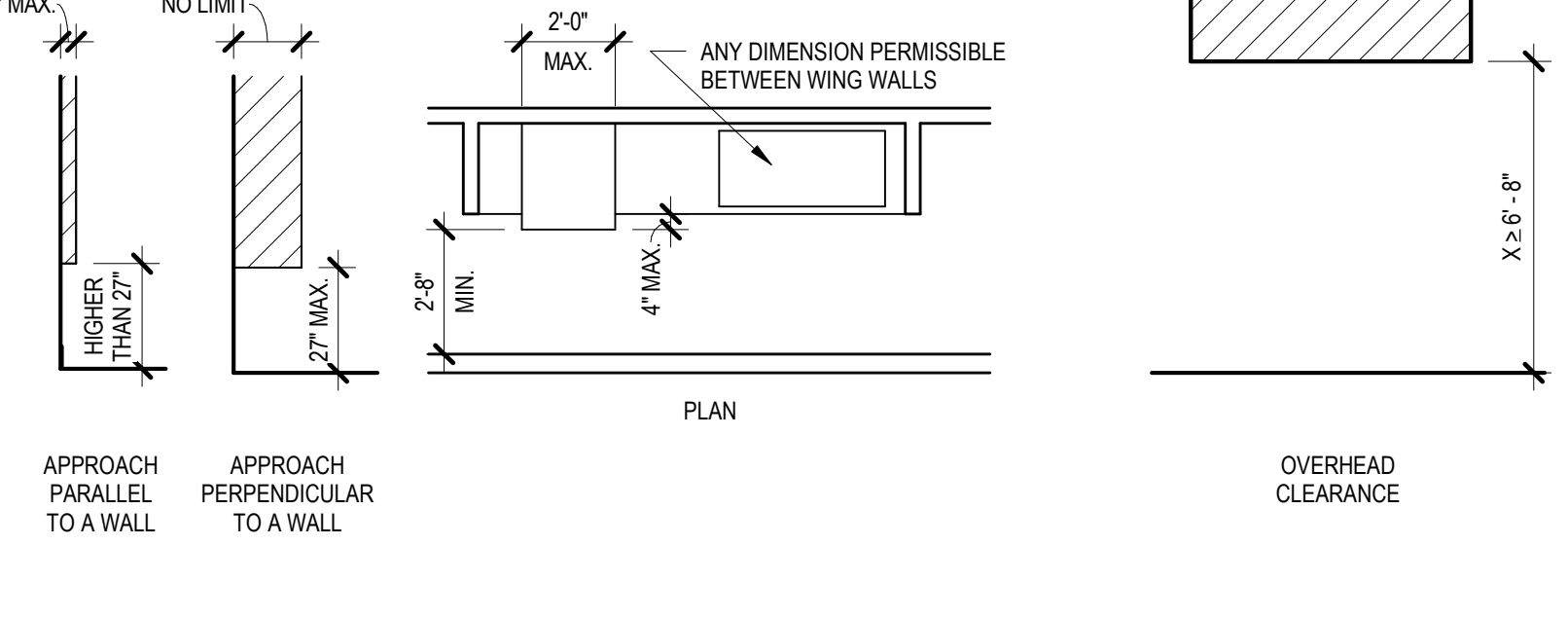
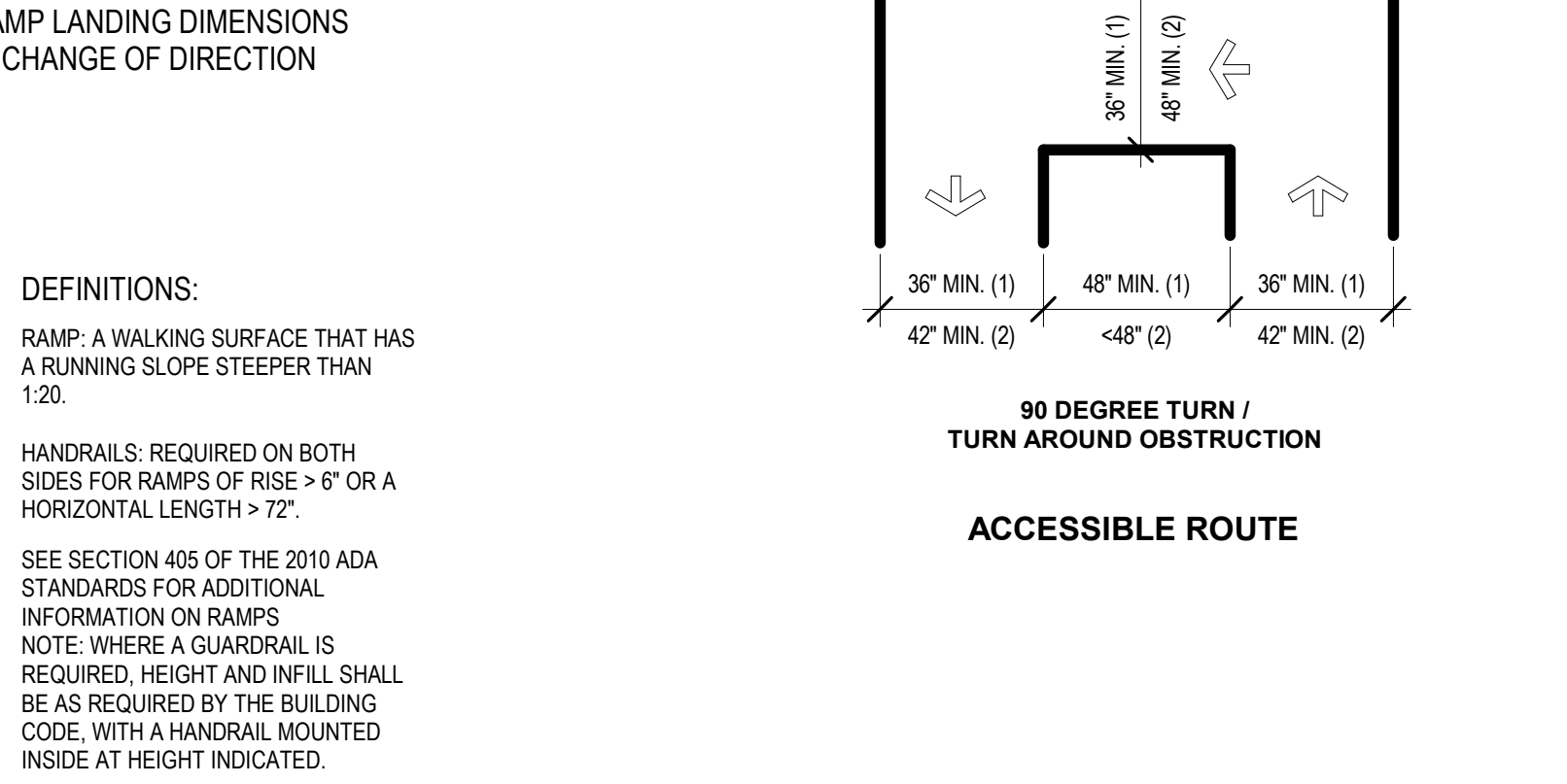
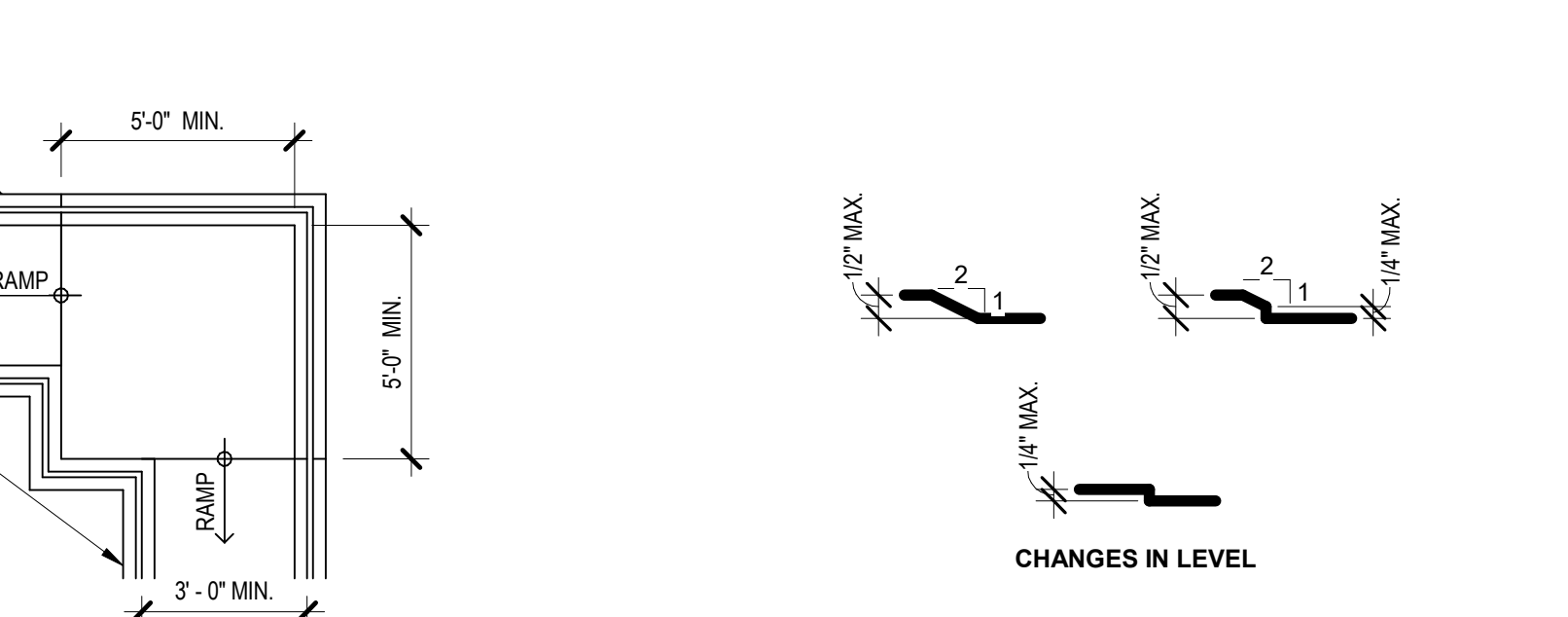
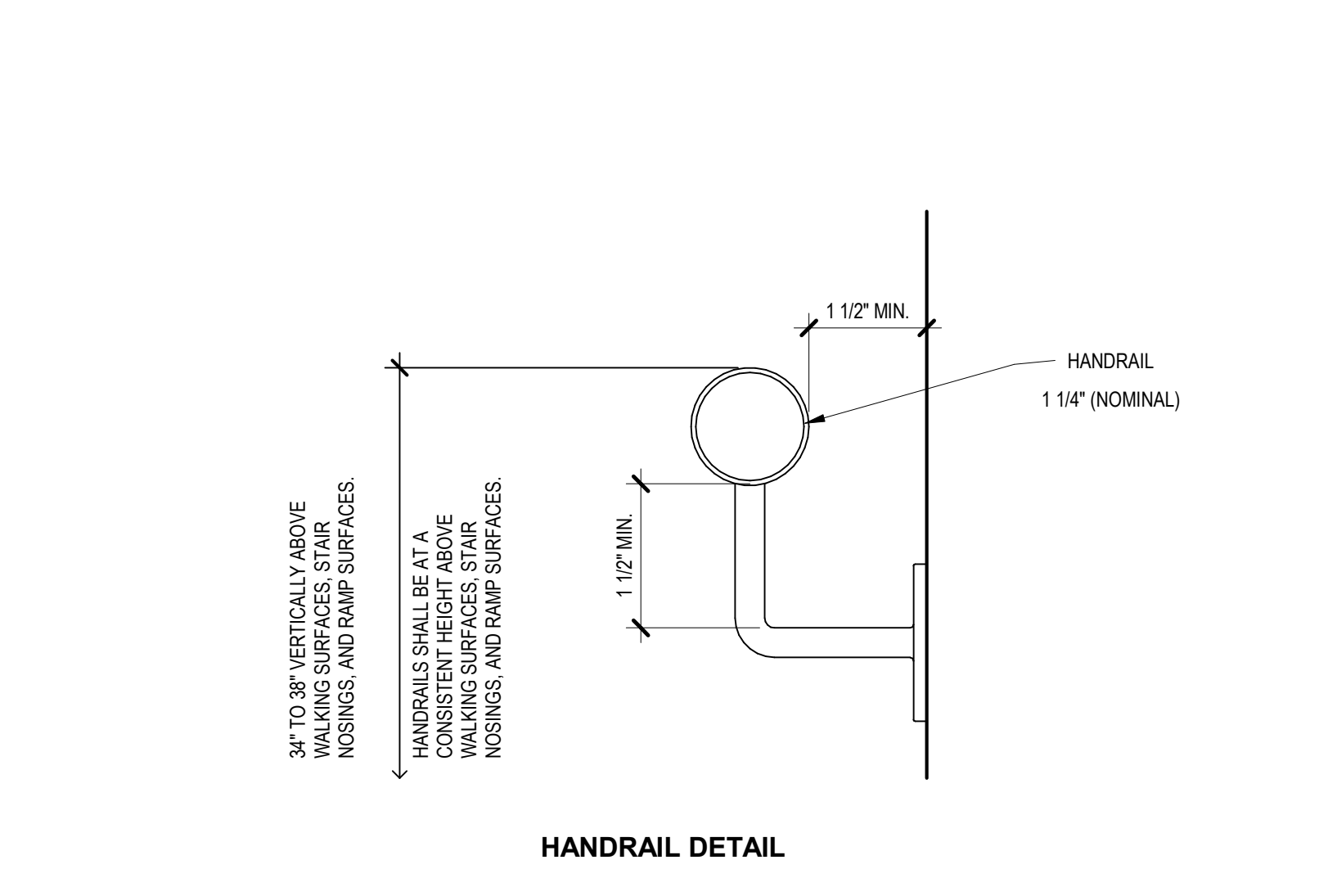
1 FIRST FLOOR - FLS  
22.01-P2 3/64" = 1'-0"



2 LOFT - FLS  
22.01-P2 3/64" = 1'-0"



CASE 1: PARKING SPACES WITH SHARED AISLE  
CASE 2: VAN ACCESSIBLE PARKING  
NOTE: SURFACE SLOPE AT ACCESSIBLE PARKING IS LIMITED TO 2% MAXIMUM IN ANY DIRECTION



TACKarchitects

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La Vista City Centre Mixed Use -  
North Building - Lot 14

PROGRESS SET

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La Vista City Centre Mixed Use - North Building - Lot 14  
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AGENCY APPROVAL(S):

Exhibit "B"

NO. REVISION DATE

SHEET NAME:

FIRE-LIFE SAFETY  
PLANS

DATE: 2/10/2023

PROJECT NO.: 2016.019.00

SHEET NO.:

G2.01-P2

La Vista City Centre Mixed Use - North Building - Lot 14



**Operating Statement:**

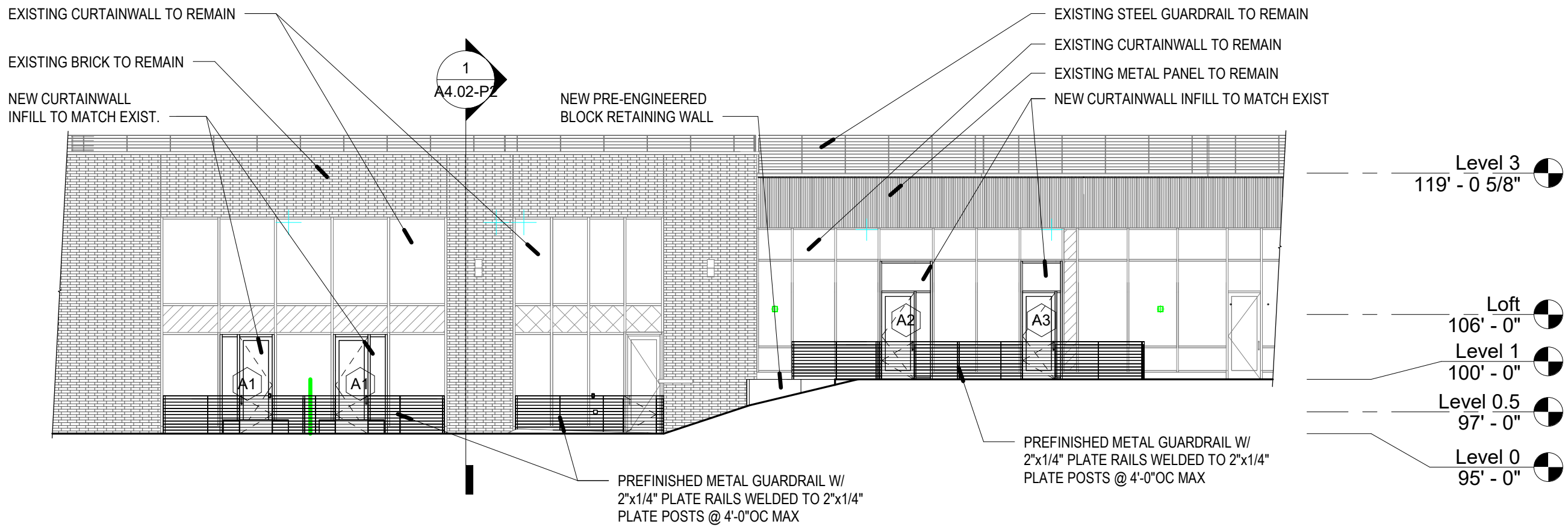
This proposed Conditional Use Permit application is for the conversion of approximately 7,500 SF of vacant space within the mixed-use building to be converted to 8 ground-floor, multifamily units, and a storage area.

When the building was originally constructed the lot next to it was intended to be smaller (~10,000 SF) event and restaurant building, a public plaza and an amphitheater. That plan evolved during the construction of the mixed-use building to be a much more significant music and event venue (over 50,000 SF) with attached amphitheater. That new venue is significantly larger and it physically blocked this portion of commercial space from view making it very difficult to lease for commercial use which is why we are proposing to convert it to multifamily use that is in line with the largest use within the existing building. The proposed storage space will support amenities within the property.

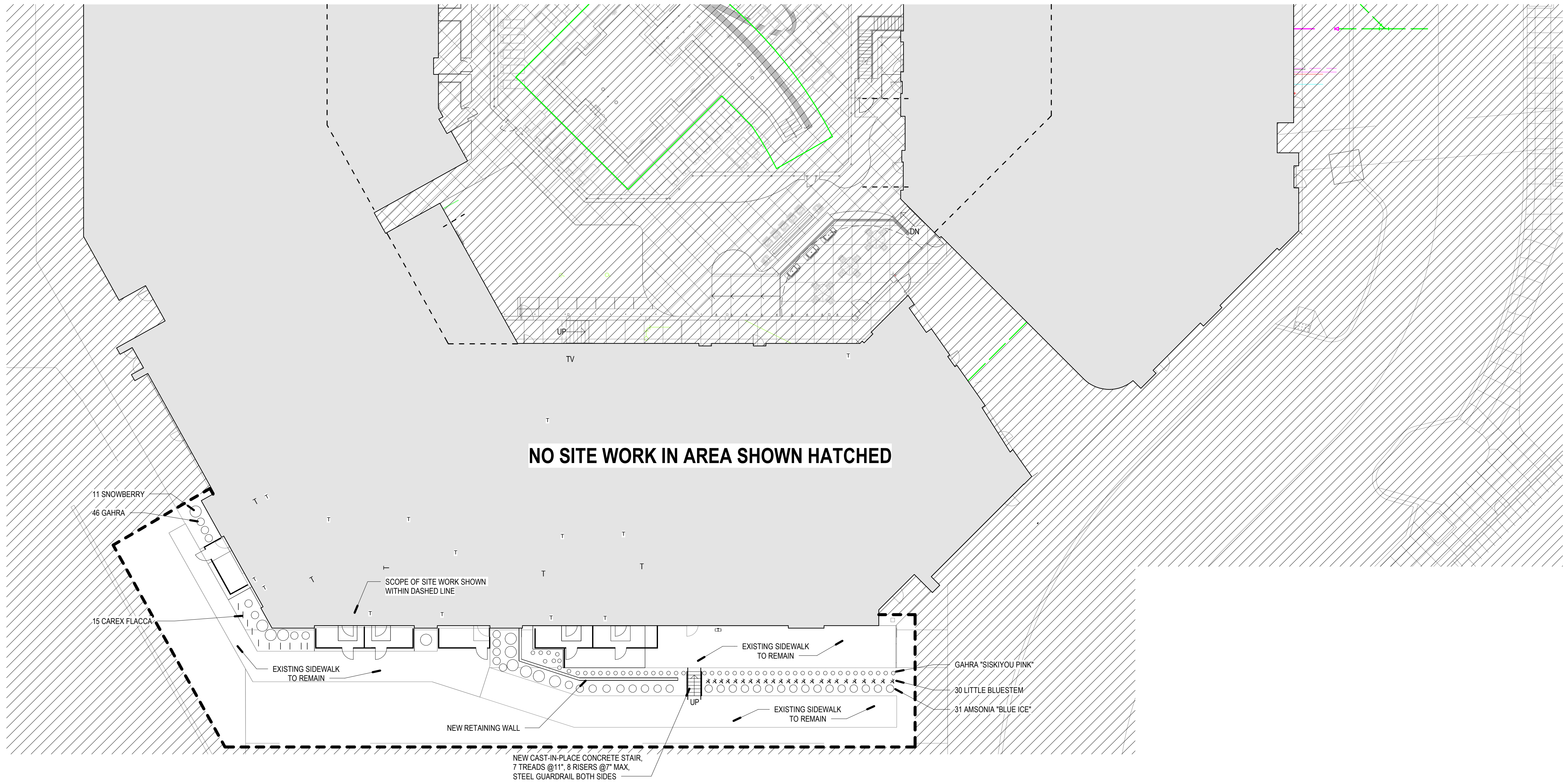
These additional multi-family units would have access to the building amenities included with the base multi-family project and would be managed by the same team as the base project. For all intensive purposes, once constructed, these would be included as a part of the larger multi-family asset and be managed as such.

An ALTA Survey and Plans for the project have been included with this application. Please feel free to reach out to me with any questions or for further discussion.

Chris Erickson  
City+Ventures



1 EXTERIOR ELEVATION - WEST  
EA 3/32" = 1'-0"



2 ARCH SITE PLAN  
EA 1/16" = 1'-0"

**TACK**architects

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RECA Engineering Group, Inc.  
6801 Old Glenview Road, Suite A  
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Omaha Nebraska 68154  
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La Vista City Centre Mixed Use -  
North Building - Lot 14  
PROGRESS SET

Lot 14, S 84th Street & Brentwood Drive  
La Vista, Nebraska 68128

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AGENCY APPROVAL(S):

**EXHIBIT "D"**

NO.	REVISION	DATE
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SHEET NAME:

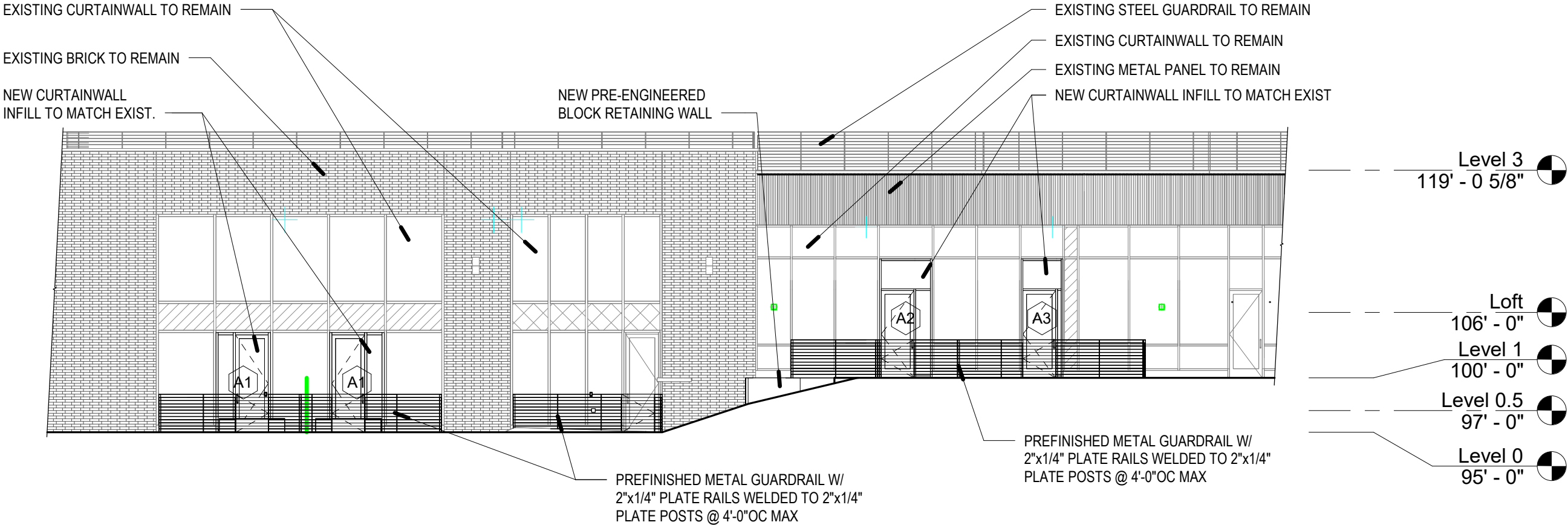
DATE: 2/10/2023

PROJECT NO.: 2016.019.00

SHEET NO.:

**EA**

Exhibit "E"



1 EXTERIOR ELEVATION - WEST  
X\_8 3/32" = 1'-0"

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MARCH 19, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ZONING TEXT AMENDMENTS – SECTIONS 2.04 & 5.19 CONTAINER BARS	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and an ordinance prepared to amend Sections 2.04 and 5.19 of the La Vista Zoning Ordinance regarding the use of container bars in La Vista City Centre.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled and an ordinance prepared for Council to consider a series of zoning text amendments to allow for the use of container bars as a conditional use within La Vista's Mixed-Use City Centre zoning district, and to regulate their use to ensure compatibility with the La Vista City Centre development. Container bars are defined as establishments whose principal business is serving alcoholic beverages for retail sale, for consumption on the premises, that are housed within a repurposed shipping container, trailer, or other similar non-permanent or kiosk structure.

The developer of La Vista City Centre has expressed interest in utilizing a container bar as a temporary commercial activity in an area originally designed for an office until the office market rebounds from the lows in interest seen by developers since COVID.

The proposed amendments will allow container bars only in the Mixed-Use City Centre district through a conditional use permit (CUP). If the developer wishes to move forward with the development of a container bar, an application will need to be submitted to request approval of a CUP to allow the use.

The Planning Commission held a public hearing on February 29, 2024, and voted unanimously to recommend approval of the Zoning Text Amendments.

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

AN ORDINANCE TO AMEND SECTIONS 2.04 AND 5.19 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 2.04 AND 5.19 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Amendment of Section 2.04. Section 2.04 of the Ordinance No. 848 is hereby amended to read as follows:

**Section 2.04 - Definitions: C**

**CAMPGROUND** shall mean a parcel of land intended for the temporary occupancy of tents, campers, and recreational vehicles and which primary purpose is recreational, having open areas that are natural in character.

**CAR WASH** shall mean a building or structure or an area of land with machine or hand operated facilities for the cleaning, washing, polishing, or waxing of motor vehicles, not including semi-trailer tractors, buses, and commercial fleets.

**CARPORT** shall mean a permanent roofed structure with not more than two (2) enclosed sides used or intended to be used for automobile shelter and storage.

**CATERING KITCHEN** also known as ghost kitchen or dark kitchen shall mean a commercial kitchen that is used to prepare food for consumption off-site. This may include commercial kitchen facilities for caterers, food trucks, small or artisan manufacturers of food products, or establishments that prepare ready-to-eat food only to be obtained through delivery services. Catering Kitchens may include a limited retail component for the sale of food products, but shall not operate as a restaurant or include space(s) for the consumption of food on-site. **(Ordinance No. 1500, 2-21-23)**

**CELLAR** shall mean a building space having more than one-half (1/2) of its height below the average adjoining grade lines.

**CEMETERY** shall mean land used or intended to be used for the burial of the dead and dedicated for such purposes, including columbariums, crematoriums, and mausoleums.

**CHANGEABLE COPY** shall refer to a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without, altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this ordinance. A sign on which the only copy changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this ordinance. **(Ordinance No. 1083, 2-17-09)**

**CHANNEL** shall mean the geographical area within either the natural or artificial banks of a watercourse or drainway.

**CHARITABLE ORGANIZATION or CLUB** shall mean a public or semi-public institutional use of a philanthropic, charitable, benevolent, religious, or eleemosynary character, but not including sheltering or caring of animals. **(Ordinance No. 1083, 2-17-09)**

**CHILD CARE CENTER** shall mean an establishment other than a public or parochial school, which provides day care, play groups, nursery schools or education for thirteen (13) or more children under age 13, at any one time, from families other than that of the provider. In addition to these regulations, Child Care Centers shall meet all requirements of the State of Nebraska.

**CHILD CARE HOME** shall mean an operation in the provider's place of residence which serves at least four (4), but not more than eight (8) children at any one time, from families other than that of the provider. A Family Child Care Home I provider may be approved to serve no more than two (2) additional school-age children during non-school hours. A Family Child Care Home II operation may be either in the provider's own place of residence or a site



other than the residence, serving twelve (12) or fewer children at any one time. In addition to these regulations, Child Care Homes shall meet all requirements of the State of Nebraska.

**CITY** shall mean the City of La Vista.

**CODE** shall mean the Municipal Code of the City of La Vista.

**COFFEE KIOSK** shall mean a retail food business in a freestanding building that sells coffee, or other beverages, and remade bakery goods from a drive-through window or walk-up window. **(Ordinance No. 1053, 1-15-08).**

**COLLEGE AND UNIVERSITY** shall mean an educational institution offering advanced instruction in any academic field beyond the secondary level, including trade schools or business colleges. *(Ordinance No. 1168, 3-6-12)*

**COMMISSION** shall mean the La Vista Planning Commission.

**COMMERCIAL MESSAGE** shall mean any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity. *(Ordinance No. 1083, 2-17-09)*

**COMMON AREA OR PROPERTY** shall mean a parcel or parcels of land, together with the improvements thereon, the use and enjoyment of which are shared by the owners of the individual building sites in a Planned Development or condominium development.

**COMMUNICATION SERVICES** shall mean establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms. Excluded are facilities classified as major utility services or wireless communication towers. Typical uses include television studios, communication service centers, internet service offices, or film and sound recording facilities. *(Ordinance No. 1083, 2-17-09)*

**COMPATIBILITY** shall mean harmony in the appearance of two or more external design features in the same vicinity.

**COMPATIBLE USES** shall mean a land use which is congruous with, tolerant of, and has no adverse effects on existing neighboring uses. Incompatibility may be affected by pedestrian or vehicular traffic generation, volume of goods handled and environmental elements such as noise, dust, odor, air pollution, glare, lighting, debris generated, contamination of surface or ground water, aesthetics, vibration, electrical interference, and radiation.

**COMPREHENSIVE PLAN** shall mean the Comprehensive Plan of La Vista, Nebraska as adopted by the City Council, setting forth policies for the present and foreseeable future community welfare as a whole and meeting the purposes and requirements set forth in Section 19-903, R.R.S. 1943, as the same may, from time-to-time, be amended.

**CONCRETE BATCH PLANT** shall mean an industrial facility used for the production of concrete, used in building or construction, and includes facilities for the administration or management of the business. **(Ordinance No. 1329, 9-18-18)**

**CONDITIONAL USE** shall mean a use where allowed by the district regulations, that would not be appropriate generally throughout the zoning district without restrictions, but which, if controlled as to number, size, area, location, relation to the neighborhood or other minimal protective characteristics would not be detrimental to the public health, safety, and general welfare.

**CONDITIONAL USE PERMIT** shall mean a permit issued by the Planning Commission and City Council that authorizes the recipient to make conditional use of property in accordance with the provisions of Article 6 and any additional conditions placed upon, or required by said permit.

**CONDOMINIUM** shall mean a structure or structures proposed for construction comprising a project in which an undivided interest in the land is coupled with the right to the exclusive occupancy of a designated residential space and/or spaces and accompanying facilities.

**CONGREGATE HOUSING** shall mean a residential facility for four or more persons fifty-five (55) years or over, their spouses, or surviving spouses, providing living and sleeping facilities

including meal preparation, dining areas, laundry services, room cleaning and common recreational, social, and service facilities for the exclusive use of all residents including resident staff personnel who occupy a room or unit in the residential facility. (Also see Housing for the elderly)

**CONSERVATION** shall mean the protection and care that prevent destruction or deterioration of historical or otherwise significant structures, buildings or natural resources.

**CONSERVATION AREA** shall mean environmentally sensitive and valuable lands protected from any activity that would significantly alter their ecological integrity, balance or character, except in overriding public interest, including but not limited to: wetlands, floodways, flood plains, drainage ways, river or stream banks, and areas of significant biological productivity or uniqueness.

**CONSERVATION EASEMENT** shall mean an easement granting a right or interest in real property that is appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition and retaining such areas as suitable habitat for fish, plants, or wildlife, or maintaining existing land uses.

**CONSTRUCTION** shall mean on-site erection, fabrication, installation, alteration, demolition, or removal of any structure, facility, or addition thereto, including all related activities, but not restricted to, clearing of land, earth moving, blasting and landscaping. (Ordinance No. 1083, 2-17-09)

**CONTAINER BAR** shall mean an establishment whose principal business is serving alcoholic beverages for retail sale, for consumption on the premises, that is housed within a repurposed shipping container, trailer, or other similar non-permanent or kiosk structure.

**CONTIGUOUS** shall mean the same as "Abut".

**CONTINUING CARE RETIREMENT COMMUNITY** shall offer services and housing packages that allow access to senior independent living, assisted living, and nursing care facilities. Seniors who are independent may live in a single-family home, apartment or condominium within the Continuing Care Retirement Community. When members of the community begin to need help with activities of daily living (e.g. bathing, dressing, eating, etc.), they may be transferred to an assisted living or nursing care facility on the same site.

**CONVENIENCE STORE** shall mean a one-story, retail store that is designed and stocked to sell primarily food, beverages, and other household supplies to customers who purchase only a relatively few items (in contrast to a "supermarket.") It is dependent on, and is designed to attract and accommodate large volumes of stop-and-go traffic. *Fuel sales shall be limited to automobiles, pick-up trucks, boats, recreational vehicles, motorcycles, and small motorized equipment.* (Ordinance No. 1083, 2-17-09)

SECTION 2. Amendment of Section 5.19. Section 5.19 of the Ordinance No. 848 is hereby amended to read as follows:

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

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

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

**5.19.02 Permitted Uses:**

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

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



Use Category (Specific Use Type)	MU-CC District
<b>Residential:</b>	
Artist Live/Work Space located above the ground floor	P
Artist Live/Work Space, ground floor	P
Bed & breakfasts	P
Townhouses/condominiums	P
Multi-Family, above ground floor	P
Multi-Family, ground floor	C
Senior living: nursing care, rehab facility & assisted living facility	C
<b>Public and Civic:</b>	
Meeting hall	C
Museum	P
Publicly owned and operated facilities	P
Public services	P
Recreation areas/parks (public)	P
Social club/fraternal organizations	C
Parking Structures or Lots	P
<b>Commercial:</b>	
Antique store	P
Apparel shop	P
Art gallery	P
Attorneys	P
Automated Teller Machines	C
Bakery shop (retail)	P
Banks	P
Barber and beauty shop	P
Bicycle shop	P
Book store, not including uses defined in Adult Establishment.	P
Brew pubs	P
Brew-on premises store	P
Business or trade school	C
Business services	P
Camera store	P
Charitable organizations	C
Child care (center)	P
Coffee kiosks	P
Communication services	C
Computer store	P
Confectionery	P
Container Bar	C
Credit services	P
Dairy product sales	P
Dance studio	P
Dental office	P
Department store	P
Drug store	P
Dry cleaning & laundry pickup	P
Event center	C
Exercise, fitness & tanning spa	P
Finance/investment services	P
Fireworks stands	T

Floral shop	P
Food sales (general)	P
Food sales (limited)	P
Furniture store or showroom	P
Gift shop	P
Gunsmith	C
Hardware store	P
Health club or recreation facility, not including uses defined in Adult Establishment.	C
Hobby, craft store	P
Home occupations	C
Hotels, including restaurants, convention and meeting facilities and other related uses, not including uses defined in Adult Establishment.	P
Insurance	P
Jewelry store	P
Liquor store	P
Locksmith	P
Mail order services	C
Meat market, retail	C
Medical office	P
Micro-breweries, connected to restaurant	P
Music retail store	P
Music studio	P
Newsstands	P
Office	P
Open-air farmers markets	P
Outdoor display of merchandise	P
Paint store	P
Personal Services, not including uses defined in Adult Entertainment Establishment. ( <b>Ordinance No. 1369, 10-1-19</b> )	P
Pet health services	P
Pet shop	C
Photographer	P
Picture framing shop	P
Pinball or video games business	C
Produce stands	P
Real estate offices	P
Recreational establishments	C
Restaurants, café, and fast food	P
Second hand stores	C
Security brokers	P
Shoe store	P
Sporting goods	P
Stamp and coin stores	P
Tailors and dressmakers	P
Tanning salon	P
Tavern and cocktail lounge, not including uses defined in Adult Establishment.	P
Theater, indoor, not including uses defined in Adult Establishment.	P
Title abstracting	P
Toy store	P

Travel agencies	P
Tutoring and Exam Preparation Services	P
Video store, not including uses defined in Adult Establishment.	P

<b>Industrial:</b>		
Manufacturing: Artisan (Limited)		C
(hand tools only: e.g., jewelry or ceramics)		
<b>Other:</b>		
Temporary structures (events)		T
Temporary structures (construction)		T

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

**5.19.03 Permitted Accessory Uses**

- 5.19.03.01 Buildings and uses customarily incidental to the permitted uses.
- 5.19.03.02 Urban residential storage as an accessory to a primary residential use.
- 5.19.03.03 Parking as permitted in Section 7.05 through 7.09.
- 5.19.03.04 Signs allowed in Section 7.01 through 7.04.
- 5.19.03.05 Landscaping as required by Section 7.17.
- 5.19.03.06 Solar Energy Conversion Systems as provided for in Section 7.15.

(Ordinance No. 1389, 3-3-2020)

**5.19.04 Setbacks**

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

**5.19.05 Building Height**

The maximum building height shall be 90 feet.

**5.19.06 Off-Street Parking**

- 1. No off-street parking is required in the MU-CC district.
- 2. If off-street parking is utilized, it shall comply with Sections 7.08-7.09 of this ordinance.
- 3. All parking spaces shall be paved with asphalt, concrete or other approved hard surface, unless in accordance with Section 7.05.05 of this ordinance.
- 4. The use of shared parking is encouraged.
- 5. Off-street parking spaces should be located to the rear of the main façade of the principal building or otherwise screened to satisfy the screening requirements of the district design standards.

**5.19.10 Circulation and Connectivity**

- Uses shall be integrated with the surrounding community, easily accessible, and have a good internal circulation system for a variety of travel options.
- 1. Internal walk connections are required between buildings, and from buildings to all on site facilities, such as parking areas, bicycle facilities, and open space.
  - 2. External walk connections are required to provide direct access from all buildings on the site to existing or planned sidewalks, adjacent multi-use trails, parks, and greenways.

SECTION 3. Repeal of Sections 2.04, and 5.19 as Previously Enacted. Sections 2.04 AND 5.19 of Ordinance No. 848 as previously enacted are hereby repealed.

SECTION 4. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would

have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 5. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

SECTION 6. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2024.

CITY OF LA VISTA

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

ATTEST:

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

## **Section 2.04 - Definitions: C**

**CAMPGROUND** shall mean a parcel of land intended for the temporary occupancy of tents, campers, and recreational vehicles and which primary purpose is recreational, having open areas that are natural in character.

**CAR WASH** shall mean a building or structure or an area of land with machine or hand operated facilities for the cleaning, washing, polishing, or waxing of motor vehicles, not including semi-trailer tractors, buses, and commercial fleets.

**CARPORT** shall mean a permanent roofed structure with not more than two (2) enclosed sides used or intended to be used for automobile shelter and storage.

**CATERING KITCHEN** also known as ghost kitchen or dark kitchen shall mean a commercial kitchen that is used to prepare food for consumption off-site. This may include commercial kitchen facilities for caterers, food trucks, small or artisan manufacturers of food products, or establishments that prepare ready-to-eat food only to be obtained through delivery services. Catering Kitchens may include a limited retail component for the sale of food products, but shall not operate as a restaurant or include space(s) for the consumption of food on-site. (*Ordinance No. 1500, 2-21-23*)

**CELLAR** shall mean a building space having more than one-half (1/2) of its height below the average adjoining grade lines.

**CEMETERY** shall mean land used or intended to be used for the burial of the dead and dedicated for such purposes, including columbariums, crematoriums, and mausoleums.

**CHANGEABLE COPY** shall refer to a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without, altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this ordinance. A sign on which the only copy changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this ordinance. (*Ordinance No. 1083, 2-17-09*)

**CHANNEL** shall mean the geographical area within either the natural or artificial banks of a watercourse or drainway.

**CHARITABLE ORGANIZATION or CLUB** shall mean a public or semi-public institutional use of a philanthropic, charitable, benevolent, religious, or eleemosynary character, but not including sheltering or caring of animals. (*Ordinance No. 1083, 2-17-09*)

**CHILD CARE CENTER** shall mean an establishment other than a public or parochial school, which provides day care, play groups, nursery schools or education for thirteen (13) or more children under age 13, at any one time, from families other than that of the provider. In addition to these regulations, Child Care Centers shall meet all requirements of the State of Nebraska.

**CHILD CARE HOME** shall mean an operation in the provider's place of residence which serves at least four (4), but not more than eight (8) children at any one time, from families other than that of the provider. A Family Child Care Home I provider may be approved to serve no more than two (2) additional school-age children during non-school hours. A Family Child Care Home II operation may be either in the provider's own place of residence or a site other than the residence, serving twelve (12) or fewer children at any one time. In addition to these regulations, Child Care Homes shall meet all requirements of the State of Nebraska.

**CITY** shall mean the City of La Vista.

**CODE** shall mean the Municipal Code of the City of La Vista.

**COFFEE KIOSK** shall mean a retail food business in a freestanding building that sells coffee, or other beverages, and remade bakery goods from a drive-through window *or walk-up window*. (**Ordinance No. 1053, 1-15-08**).

**COLLEGE AND UNIVERSITY** shall mean an educational institution offering advanced instruction in any academic field beyond the secondary level, including trade schools or business colleges. (**Ordinance No. 1168, 3-6-12**)

**COMMISSION** shall mean the La Vista Planning Commission.

**COMMERCIAL MESSAGE** shall mean any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity. (**Ordinance No. 1083, 2-17-09**)

**COMMON AREA OR PROPERTY** shall mean a parcel or parcels of land, together with the improvements thereon, the use and enjoyment of which are shared by the owners of the individual building sites in a Planned Development or condominium development.

**COMMUNICATION SERVICES** shall mean establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms. Excluded are facilities classified as major utility services or wireless communication towers. Typical uses include television studios, communication service centers, internet service offices, or film and sound recording facilities. (**Ordinance No. 1083, 2-17-09**)

**COMPATIBILITY** shall mean harmony in the appearance of two or more external design features in the same vicinity.

**COMPATIBLE USES** shall mean a land use which is congruous with, tolerant of, and has no adverse effects on existing neighboring uses. Incompatibility may be affected by pedestrian or vehicular traffic generation, volume of goods handled and environmental elements such as noise, dust, odor, air pollution, glare, lighting, debris generated, contamination of surface or ground water, aesthetics, vibration, electrical interference, and radiation.

**COMPREHENSIVE PLAN** shall mean the Comprehensive Plan of La Vista, Nebraska as adopted by the City Council, setting forth policies for the present and foreseeable future community welfare as a whole and meeting the purposes and requirements set forth in Section 19-903, R.R.S. 1943, as the same may, from time-to-time, be amended.

**CONCRETE BATCH PLANT** shall mean an industrial facility used for the production of concrete, used in building or construction, and includes facilities for the administration or management of the business. (**Ordinance No. 1329, 9-18-18**)

**CONDITIONAL USE** shall mean a use where allowed by the district regulations, that would not be appropriate generally throughout the zoning district without restrictions, but which, if controlled as to number, size, area, location, relation to the neighborhood or other minimal protective characteristics would not be detrimental to the public health, safety, and general welfare.

**CONDITIONAL USE PERMIT** shall mean a permit issued by the Planning Commission and City Council that authorizes the recipient to make conditional use of property in accordance with the provisions of Article 6 and any additional conditions placed upon, or required by said permit.

**CONDOMINIUM** shall mean a structure or structures proposed for construction comprising a project in which an undivided interest in the land is coupled with the right to the exclusive occupancy of a designated residential space and/or spaces and accompanying facilities.

**CONGREGATE HOUSING** shall mean a residential facility for four or more persons fifty-five (55) years or over, their spouses, or surviving spouses, providing living and sleeping facilities including meal preparation, dining areas, laundry services, room cleaning and common recreational, social, and service facilities for the exclusive use of all



residents including resident staff personnel who occupy a room or unit in the residential facility. (Also see Housing for the elderly)

**CONSERVATION** shall mean the protection and care that prevent destruction or deterioration of historical or otherwise significant structures, buildings or natural resources.

**CONSERVATION AREA** shall mean environmentally sensitive and valuable lands protected from any activity that would significantly alter their ecological integrity, balance or character, except in overriding public interest, including but not limited to: wetlands, floodways, flood plains, drainage ways, river or stream banks, and areas of significant biological productivity or uniqueness.

**CONSERVATION EASEMENT** shall mean an easement granting a right or interest in real property that is appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition and retaining such areas as suitable habitat for fish, plants, or wildlife, or maintaining existing land uses.

**CONSTRUCTION** shall mean on-site erection, fabrication, installation, alteration, demolition, or removal of any structure, facility, or addition thereto, including all related activities, but not restricted to, clearing of land, earth moving, blasting and landscaping. **(Ordinance No. 1083, 2-17-09)**

**CONTAINER BAR** shall mean an establishment whose principal business is serving alcoholic beverages for retail sale, for consumption on the premises, that is housed within a repurposed shipping container, trailer, or other similar non-permanent or kiosk structure.

**CONTIGUOUS** shall mean the same as "Abut".

**CONTINUING CARE RETIREMENT COMMUNITY** shall offer services and housing packages that allow access to senior independent living, assisted living, and nursing care facilities. Seniors who are independent may live in a single-family home, apartment or condominium within the Continuing Care Retirement Community. When members of the community begin to need help with activities of daily living (e.g. bathing, dressing, eating, etc.), they may be transferred to an assisted living or nursing care facility on the same site.

**CONVENIENCE STORE** shall mean a one-story, retail store that is designed and stocked to sell primarily food, beverages, and other household supplies to customers who purchase only a relatively few items (in contrast to a "supermarket.") It is dependent on, and is designed to attract and accommodate large volumes of stop-and-go traffic. Fuel sales shall be limited to automobiles, pick-up trucks, boats, recreational vehicles, motorcycles, and small motorized equipment. **(Ordinance No. 1083, 2-17-09)**

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

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

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

**5.19.02 Permitted Uses:**

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

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

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

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

Locksmith	P
Mail order services	C
Meat market, retail	C
Medical office	P
Micro-breweries, connected to restaurant	P
Music retail store	P
Music studio	P
Newsstands	P
Office	P
Open-air farmers markets	P
Outdoor display of merchandise	P
Paint store	P
Personal Services, not including uses defined in Adult Entertainment Establishment. ( <i>Ordinance No. 1369, 10-1-19</i> )	P
Pet health services	P
Pet shop	C
Photographer	P
Picture framing shop	P
Pinball or video games business	C
Produce stands	P
Real estate offices	P
Recreational establishments	C
Restaurants, café, and fast food	P
Second hand stores	C
Security brokers	P
Shoe store	P
Sporting goods	P
Stamp and coin stores	P
Tailors and dressmakers	P
Tanning salon	P
Tavern and cocktail lounge, not including uses defined in Adult Establishment.	P
Theater, indoor, not including uses defined in Adult Establishment.	P
Title abstracting	P
Toy store	P
Travel agencies	P
Tutoring and Exam Preparation Services	P
Video store, not including uses defined in Adult Establishment.	P

**Industrial:**

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

**Other:**

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

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

**5.19.03 Permitted Accessory Uses**

5.19.03.01	Buildings and uses customarily incidental to the permitted uses.
5.19.03.02	Urban residential storage as an accessory to a primary residential use.
5.19.03.03	Parking as permitted in Section 7.05 through 7.09.
5.19.03.04	Signs allowed in Section 7.01 through 7.04.
5.19.03.05	Landscaping as required by Section 7.17.
5.19.03.06	Solar Energy Conversion Systems as provided for in Section 7.15. ( <i>Ordinance No. 1389, 3-3-2020</i> )

**5.19.04 Setbacks**

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

**5.19.05 Building Height**

The maximum building height shall be 90 feet.

**5.19.06 Off-Street Parking**

1. No off-street parking is required in the MU-CC district.
2. If off-street parking is utilized, it shall comply with Sections 7.08-7.09 of this ordinance.
3. All parking spaces shall be paved with asphalt, concrete or other approved hard surface, unless in accordance with Section 7.05.05 of this ordinance..
4. The use of shared parking is encouraged.
5. Off-street parking spaces should be located to the rear of the main façade of the principal building or otherwise screened to satisfy the screening requirements of the district design standards.

**5.19.10 Circulation and Connectivity**

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

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MARCH 19, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND MASTER FEE ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR/ DIR. OF COMMUNITY SERVICES

**SYNOPSIS**

An ordinance has been prepared to amend the Master Fee Ordinance to establish rental fees for Parking Garage #2.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In recent weeks we have received inquiries from two different companies that are considering renting the Astro for events associated with their organization, i.e. employee recognition/awards or annual client meetings/expos. One of these organizations is a long-time La Vista business. They are asking about “renting” Parking Garage #2 to provide parking for their employees/patrons who will be attending these events. The companies would be paying for the parking. The City’s parking management company, ABM, can easily facilitate this process.

Both inquiries are for events that would be held during daytime hours and no other event would be held at the Astro at the same time. Currently, Parking Garage #2 sees very limited use unless there is a concert at the Astro. Allowing a business to secure parking for their event attendees at a flat fee rate will encourage additional use of the Astro, bringing visitors to the City Centre development. These events will also generate revenue for the City through the restaurant and sales tax that will be charged. The garages would not be closed to other miscellaneous parkers unless it is completely full.

We have indicated previously that as the City Centre development continues to grow, we will need to be flexible with parking regulations and fees and make adjustments accordingly. At this time we see this as a way to generate some additional revenue.

ORDINANCE NO. ~~1507~~

AN ORDINANCE TO AMEND ORDINANCE NO.150~~7~~<sup>75</sup>, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Section 1. General Fee Schedule. The fees and taxes charged by the City of La Vista for various services, facilities, and occupations shall be, and the same hereby are, fixed in accordance with the following schedule, no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

**BUILDING & USE FEES**  
**(Apply inside City limits and within the Extra-territorial zoning jurisdiction)**

Building Permit (Building valuation is determined by the most current issue of the ICC Building Valuation Data)	
General	\$30 Base fee + see building fee schedule
Commercial/Industrial	\$30 Base fee + see building fee schedule
Plan Review Fee	
Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
Design Review (non-refundable)	
Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
Bldgs. 24,999 sq. ft. or less	\$1,500 (min. fee) (or actual fee Incurred)
Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)
Replacement Plan Review Fee	\$100 + Request for records fees
Engineer’s Review	\$500
Rental Inspection Program	
License Fees:	
Multi-family Dwellings	\$6.00 per unit
Single-family Dwellings	\$50.00 per property
Duplex Dwellings	\$50.00 per unit
Additional Administrative Processing Fee (late fee)	\$100.00
Inspection Fees:	
Primary Inspection	No charge
Class B Property Inspection (after primary inspection):	
Violation corrected	No charge
Violation not corrected	See Re-inspection Fee below
Re-inspection Fee (no show or follow up inspection)	See Re-inspection Fee below
Re-inspection Fee	\$100.00

Vacant Property Registration Fee	\$250 Original Registration Fee \$500 First Renewal \$1,000 Second Renewal \$2,000 Third Renewal \$2,500 Fourth Renewal \$2,500 Fifth and Subsequent Renewals
Penalty Fee	3x Regular permit fee
Refund Policy	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit:	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Tower Development Permit	\$8,500(min fee) (or actual fee incurred)
Co-locates – Towers	\$5,000(min fee) (or actual fee incurred)
Small Wireless Facilities	\$500 per application for up to five small wireless facilities
Support Structure for Small Wireless Facilities	\$250 per structure
Eligible Facilities Permit	\$250 per application (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$30 Base fee + See mechanical fee schedule
Plumbing Permits	\$30 Base fee + See plumbing fee schedule
Sewer Repair Permit	\$30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)
Electrical Permits	\$30 Base Fee + See electrical fee
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000 Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence
	Also a \$5,000 Bond is required, naming the City as the recipient.
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.



City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$ 30.00
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway	
Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or	
Resealing Permit	\$ 30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving,	
Resurfacing, etc. Permit	\$250

**RIGHT-OF-WAY PERMIT FEES**

The following are one-time permit fees for structures occupying the public right-of-way:

Canopy or Awning	\$50 for the first 25 ft. + \$10 each additional foot
Balcony	\$75 each
Bicycle Rack	\$50
Light Fixture	\$75 for the first + \$10 each additional light fixture
Marquee	\$50 for the first 25 ft. + \$10 each additional ft.
Sidewalk Café	\$100
Sign	\$100 each (if less than 25 sq. ft.) \$300 each (if 25 sq. ft. or larger)
Windscreen	\$400 each
Planter	\$50
Combination of Awning/Canopy/Sign /Light	\$500
Skywalk	\$500
String Lights	\$150
Temporary Structures/Fencing/etc related to Events	\$50/day
Other structures as approved by the City Administrator	\$300

Provided, however, notwithstanding anything in this Ordinance to the contrary, all property, or parts thereof or improvements thereon, with respect to which legal title is or will be held by or for the benefit of the City of La Vista, La Vista Community Development Agency, City of La Vista Facilities Corporation, La Vista/Metropolitan Community College Condominium Owners Association, Inc., or any other entity directly or indirectly controlled by the City of La Vista as determined by the City Administrator, for a public purpose, and all owners of such property, parts, or improvements, shall be exempt from the Building and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

**FIRE INSPECTION FEES**

**Plan Review Fees**

Commercial Building	10% of building permit fee with a maximum of \$1,000
Fire Sprinkler Plan Review	
1-20 devices	\$100.00
21-50 devices	\$200.00
51-100 devices	\$300.00
101-200 devices	\$400.00
201-500 devices	\$500.00
Over 500 devices	\$500.00 plus \$1.00 per device over 500

Fire Alarm Plan Review	\$50.00
<u>Child Care Facilities:</u>	
0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00
<u>Foster Care Homes:</u>	
Inspection	\$25.00
<u>Liquor Establishments:</u>	
Non-consumption establishments	\$60.00
Consumption establishments	\$85.00
<u>Nursing Homes:</u>	
50 beds or less	\$55.00
51to 100 beds	\$110.00
101 or more beds	\$160.00
<u>Fire Alarm Inspection:</u>	
Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00
<u>Sprinkler Contractor Certificate:</u>	
Annual	\$100.00
<u>Fuels Division:</u>	
Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)
Underground Storage Tanks (Title 159, Chapter 2)	
Farm, residential and heating oil tanks (tanks with a capacity of 1100gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

**GRADING PERMIT FEES**

5 acres or less	\$ 500
More than 5 acres	\$1,000

**TAX INCREMENT FINANCING (TIF) APPLICATION FEES**

Application Fee	\$3,000
Administrative Fee	1.5% on TIF Principal up to \$2,000,000 1% on TIF Principal amount above \$2,000,000 thru \$4,000,000 No additional administrative fee for TIF Principal above \$4,000,000
Bond Related Fee	Actual Fees, Costs & Expenses Incurred by the City

**PACE PROGRAM**

Application Fee	\$1,000
Administrative Fee	1% of loan amount maximum \$40,000 subject to 50% reduction if a TIF project
Annual Fee	\$500

**ZONING FEES**

Comprehensive Plan Amendment	\$500
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Zoning Map Amendment (rezoning)	\$500
Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Subdivision Agreement	\$500 (min. fee) or actual fee incurred
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
P.U.D.	\$1,000+additional fee of \$250 for review of revised drawings
P.U.D. Amendment	\$500 (min. fee) or actual fee incurred
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250
Watershed Fees –apply to all new development or significant redevelopment as specified in Exhibit “G” to the interlocal agreement for the Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)	

**OCCUPATION TAXES**

Publication fees	\$Actual cost
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another	\$ 25

(These fees are in addition to the State Fee Requirement)

Amusement Concessions (i.e. Carnivals) \$ 10/concession/day  
(This would include any vendors set up for special functions at the La Vista Sports Complex)

Auto dealers – new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.

Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fees for Restaurants or Drinking Places if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000 Liability,
\$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75 (Additional fees for Restaurants or Drinking Places if applicable)
Convenience store with car wash	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1 <sup>st</sup> location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$ 30
Home Occupation 1 and Child Care Home	\$ 50
Home Occupation Conditional Use Permit – see Zoning Fees	

Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops restaurants, and/or drinking places which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate classification of business and taxed in accordance with the provisions of this Ordinance and the applicable classifications(s) of the shops, restaurants, and/or drinking places hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities, which occupation taxes shall be additional to any other applicable occupation taxes such as restaurants or drinking places occupation taxes.

Mobile Food Vendors	\$100/year
Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines	\$ 20/year/machine +Service
Provider Fee of &75.00 for business outside the City that provides machines for local businesses	
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$75

Nursing homes, assisted living, hospitals and retirement homes	\$5 per bed	
Pawnbrokers evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	\$1.00/pawnbroker transaction	
Professional services – engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)		
Recreation businesses – indoor and outdoor	\$100	
Restaurants and Drinking Places,	Effective March 1, 2023 – Occupation tax of 1% of gross receipts pursuant to Municipal Code Sections 113.40 through 113.46	
Retail, Manufacturing, Wholesale, Warehousing and Other – Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.		
0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750
Schools – trade schools, dance schools, music schools, nursery school or any type of school operated for profit	\$ 50	
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City	\$ 75	
Service stations selling oils, supplies, accessories for service at retail	\$ 75 + \$25.00 for attached car wash	
Short-Term Rentals–short-term rental owner or operators, listing companies, brokers, agents, or others acting on behalf of short-term rental owners in La Vista	5% of gross receipts from room or property rentals.	
Telephone Companies (includes land lines, wireless, cellular, and mobile)	5% of gross receipts	

Telephone Surcharge - 911	\$1.00 per line per month
Tobacco License	\$ 15 (based on State Statute)
Tow Truck Companies	\$ 75
Late Fee (Up to 60 days)	\$ 35
Late Fee (60-90 days)	\$ 75
Late Fee (over 90 days)	Double Occupation tax or \$100, whichever is greater
<b><u>CONVENIENCE FEES</u></b>	
Restaurant & Drinking Places Occupation Tax, Hotel Occupation Tax, and General Business Occupation Tax Payments through online portal Credit Cards, Debit Cards, & Digital Wallet	2.5% of transaction + \$0.30
E-Checks	\$1.50 for transactions ≤ \$60,000
All Other Payments	
Credit Cards	3% of transaction with \$2 minimum transaction
E-Checks	\$3 for transactions ≤ \$10,000 \$10 for transactions > \$10,000
<b><u>OTHER FEES</u></b>	
Barricades	
Deposit Fee (returnable)	\$ 60/barricade
Block Parties/Special Event	\$ 5/barricade per day
Construction Use	\$30 ea. (7 days maximum)
Blasting Permit	\$1,000
Bucket Truck Rental w/operator	\$150 per hour
Charging Station Fees	
Standard Charge Station	\$2/hr. – First 6 hours \$0.33/min. after 6 hours
Rapid Charge Station	\$5/hr. – First 2 hours \$.033/min. after 2 hours
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$12 each if spayed/neutered \$25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	
	\$12 each if spayed/neutered \$ 25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$6
Dog or Cat Capture and Confinement Fee	\$10 + Boarding Costs

MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES

Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,000
Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10

Parking Permit Fees:

Monthly Parking – Covered Stall	\$50/Month per permit
Monthly Parking – Uncovered Stall	\$25/Month per permit
Monthly Parking – Business Reserved	\$100/Month per permit
Off-Street Parking – Parking <del>Garage</del> Structure No. 1	3 hours free (\$0), after which \$1.00/hr. up to \$10/day (Parking Day runs 6a.m. – 6a.m.)
Off-Street Parking – Parking <del>Garage</del> Structure No. 2	\$1.00/hour up to \$10/day (Parking Day runs 6a.m.- 6a.m.)_
On-Street Parking – free (\$0) with three (3) hour limit	
Event Parking	\$5.00
Rental Fee - Parking Garage No. 2	\$500 – Daytime Event (Ending by 6:00 p.m.)
	\$1,000 – Evening Event (Starting at/after 6:30 p.m.)

Parking Ticket Fees

If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)

Pawnbroker Permit Fees:

Initial	\$ 150
Annual Renewal	\$ 100
Pet Store License	\$ 50 (In addition to Occ. License)

Public Assembly Permit (requires application and approval)\$ 00

Returned Check Fee (NSF) \$ 35

Storage of Explosive Materials Permit \$ 100

Towing/Impound Fee \$ 30

Trash Hauling Permit \$ 25/yr./truck + \$25,000  
Performance Bond

**PUBLIC RECORDS**

Request for Records	\$15.00/Half Hour (after first 4 hours) + Copy Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape
Video Tapes or CD/DVD	\$10.00 per tape/CD

\*Copy costs shall be established by the Finance Director

Unified Development Ordinance \$100

Comprehensive Plan \$ 50

Zoning Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30
Future Land Use Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Ward Map	\$ 2
Fire Report	\$ 5
Police Report	\$ 5
Police Photos (Digital)	\$10/CD
Criminal history	\$10

**FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System (not to include single family or duplexes)	\$25
Renewal Fee for Alarm System (not to include single family or duplexes)	\$25
Late Registration Charge	\$35

False Alarm Fee for any false alarm generated by the registrant’s alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1<sup>st</sup> alarm (not to include single family or duplexes)

**RESCUE SQUAD FEES**

Basic Life Support Emergency	\$ 750
Basic Life Support Non-Emergency	\$ 750
Advanced Life Support Emergency I	\$ 850
Advanced Life Support Emergency 2	\$1050
Advanced Life Support Non-Emergency	\$ 850
Mileage – per loaded mile	\$ 17

**LIBRARY FEES**

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Administrative fee – SID interlocal		\$100.00 annually
Fax		\$2.00 up to 5 pages
Fines		
Books		\$ .05/day
Audio Books/Board Games/CDs		\$ .10/day
DVDs/		\$ 1.00/day
Overdue area membership cards		\$ 5.00/day
Playaway device		\$ 1.00/day
Board Game not returned to Circulation Desk		\$5.00
Damaged & Lost items		\$5.00 processing fee + actual cost
Color Copies		\$ .50
Copies		\$ .10



PLA filament						\$ .10/gram
Inter-Library Loan						\$3.00/transaction
Lamination – 18” Machine						\$2.00 per foot
Lamination – 40” Machine						\$6.00 per foot
Children’s Mini-Camp						\$15.00
Seasonal/Special Workshops						\$15.00
Makerspace Fees						
3D Printer						\$ .10/gram
Laser Cutter						
1/8 inch	8x12					\$ .50
1/8 inch	12x12					\$ 1.00
1/8 inch	12x16					\$ 1.25
1/4 inch	8x12					\$ .75
1/4 inch	12x12					\$ 1.10
1/4 inch	12x16					\$ 1.50
Glassware						\$ 1.50
Cork Coaster						\$ .35
White Chipboard Coasters						\$ .35
Glass trivets/cutting boards						\$ 1.50
Small Bevel Mirrors						\$ 1.50
Heat Press & Mug Press						
Sublimation paper						\$ 1.00.sheet
Mugs						\$ 2.00
Ceramic Tiles						\$ 1.00
Bags						\$ .75
Button Maker						
Pins (3 part)						\$ .35
Magnets						\$ .35
Bottle openers						\$ .35
Mylar rings						\$ .10

**RECREATION FEES**

Refund Policy (posted at the Community Center)	\$10.00 administrative fee on all approved refunds
Late Registration Fee	\$10.00

**Community Center**

	<u>Resident</u>	<u>Non-Resident</u>	<u>Business Groups</u>
Facility Rental			
Gym (1/2 Gym)	\$ 38/Hour	\$ 75/Hour	\$ 75/Hour
Gym (Full)	\$ 75/Hour	\$150/Hour	\$150/Hour
Gym/Stage (Rental)	\$400/Day	\$500/Day	\$500/Day
Whole Community Center	\$600/Day	\$800/Day	\$800/Day
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour
Meeting Rooms (Rental)	\$ 12/Hour/Room	\$ 22/Hour/Room	\$ 27/Hour
Kitchen (Rental)	\$ 19/Hour	\$ 27/Hour	\$ 33/Hour
	<u>Resident</u>	<u>Non-Resident</u>	<u>Business Groups</u>
Pickleball Court	\$7/hour	\$10/hour	
Seniors 55+	Free	\$2/hour	
Racquetball/Walleyball Court	\$ 7/Hour	\$ 10/Hour	\$ 10/Hour
Stage (Rental)	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour
Facility Usage	<u>Resident</u>	<u>Non-Resident</u>	
Daily Visit (19 and up)	\$ 3.00	\$ 4.00	
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00	
Fitness Room (19 and up)			
Membership Card	\$27.00/month		
(Exercise Room, Gym, Racquetball/Wallyball Courts)			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	

Gym (19 and up)		
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit
Resident Punch Card	\$50.00	
(20 punches)		
Non-resident Punch Card		\$35.00
(10 punches)		
Senior (Resident)		\$-0-
Non-resident Sr. Punch Card		\$20.00
(10 punches)		

Variety of programs as determined by the Recreation Director  
Fees determined by cost of program Classes

	<u>Contractor</u>	<u>City</u>
	75%	25%

Contract Instructor Does Registration and Collects Fees

Fields

Tournament Fees	\$ 30/Team/Tournament
Tournament Field Fees	\$ 40/Field/Day
Field Rentals (Resident and Non Resident)	\$ 40 / 2 Hours
Gate/Admission Fee	10% of Gross

The Link

Base Rental Fee Entire Facility	\$1,000
User supplies operating staff and is responsible for all cleaning and trash removal.	

Parks

Open Green Space	\$100/Event	
	<u>Resident</u>	<u>Non Resident</u>
Model Airplane Flying		
Field Pass	\$30*	\$40*
* includes \$10 club membership 1 – year license		
Park Shelters	\$15/3 hours	\$25/3 hours

Swimming Pool	<u>Resident</u>	<u>Non-Resident</u>
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$105	\$165
Youth Season Pass	\$ 65	\$ 95
Adult Season Pass	\$ 75	\$105

30-Day Pass	\$ 55	\$ 85
Season Pass (Day Care)	\$275	\$275
Swim Lessons	\$ 30	\$ 55

\*Swimming Pool memberships and specials prices shall be established by the Finance Director

Youth Recreation Programs	<u>Resident</u>	<u>Non-Resident</u>
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150
Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75
3 yr. old Soccer Clinic	\$17/27	\$22/33

Adult Recreation Programs	<u>Resident</u>	<u>Non-Resident</u>
Adult Volleyball– Spring	\$ 55	\$ 55

Adult Spring Softball – Single	\$215	\$215
Adult Spring Softball – Double	\$420	\$420
Adult Volleyball – Fall/Winter	\$110	\$110
Adult Fall Softball – Single	\$120	\$120
Adult Fall Softball – Double	\$235	\$235
Senior Spring Softball	\$15 per game per team	
Senior Fall Softball	\$17 per game per team	

Special Services Van Fees

Zone 1 Trip within city limits (La Vista & Ralston)	\$1.00 one way
Includes trips to grocery stores and senior center	
Zone 2 Trip outside city limits	\$3.00 one way
Zone 3 Trip outside city limits	\$10.00 one way
Bus pass (each punch is worth \$1.00)	\$30.00

Section 2. Sewer Fee Schedule.  
§3-103 Municipal Sewer Department; Rates.

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
- The customer charge is as follows
    - For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - \$13.23 per month.
    - For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$14.19 per month.
    - For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$14.19 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$24.19. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.
  - The flow charge for all sewer service users shall be \$4.66 per hundred cubic feet (ccf).
  - If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.

4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

Section 3. Sewer/Drainage Connection Fee Schedule. A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

	Effective 1/1/2020	Effective 9/7/2021
Residential		
Single Family Dwelling	\$1,364	\$1,432
Duplex	\$1,364/unit	\$1,432/unit
Multiple Family	\$ 1,064/unit	\$1,117/unit
Commercial/Industrial	\$7,407/acre of land as platted	\$7,777/acre of land as platted
Park/Common Area (incl. Athletic Fields)		\$435/acre of land as platted

The fee for commercial (including industrial) shall be computed on the number of acres within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City's issuance of any building or sewer connection permit.

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.
- D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)	
Service Line w/inside diameter of 4"	\$400
Service Line w/inside diameter of 6"	\$600
Service Line w/inside diameter of 8"	\$700
Service Line w/inside diameter over 8"	Special permission/set by Council

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

Private Sewage Disposal System Const. Permit	\$	1,500
Appeal Fee Re: Issuance or Denial of Sewer Permits	\$	1,500

Section 6. Repeal of Ordinance No.15075. Ordinance No. 15075 as originally approved on ~~February 6, 2024~~~~December 19, 2023~~ and all ordinances in conflict herewith are hereby repealed.

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

Section 8. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) Rental Inspection Program License fees shall be effective January 1, 2011

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication, unless a different effective date is otherwise expressly provided in this Ordinance.

PASSED AND APPROVED THIS ~~196~~TH DAY OF ~~MARCH~~~~FEBRUARY 22~~2024.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MARCH 19, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD OF CONTRACT – CONCRETE REPAIR WORK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to award a contract to Spencer Management LLC Omaha, Nebraska, for concrete repair on select residential streets in an amount not to exceed \$350,000.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for the proposed project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On August 15, 2023, the La Vista City Council approved a contract with Spencer Management for on-call concrete pavement repairs in the Briarwood neighborhood during the spring to prep for an Ultra-thin Bonded Asphalt Overlay (UBAS). The approved contract allows for mutually agreed upon extensions between the contractor and the City for up to 5 years. Due to the favorable spring weather conditions, that work was completed well over a month in advance of the anticipated completion date. This provides an opportunity to complete some additional work due to Spencer Management's on-site mobilization and availability, and some budgeted capacity within the CIP for additional pavement rehabilitation work. Currently, there is a significant reconstruction project going on at Field #2 at the City Park ballfields. Public Works staff recommends that the City Council utilize this opportunity to rebuild the 78<sup>th</sup> St. access and associated connections to the City Park ballfields, as well as a street segment of S.75<sup>th</sup> Ave. from Josephine St. to Joseph Ave. directly east of the park.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO SPENCER MANAGEMENT LLC, OMAHA, NEBRASKA, FOR CONCRETE REPAIR WORK IN AN AMOUNT NOT TO EXCEED \$350,000.00.

WHEREAS, the City Council of the City of La Vista has determined that concrete repair work is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, award the contract to Spencer Management LLC, Omaha, Nebraska, for concrete repair work in an amount not to exceed \$350,000.00.

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2024.

CITY OF LA VISTA

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

ATTEST:

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

## CONTRACT

THIS AGREEMENT made and executed in duplicate, this 19<sup>th</sup> day of March, 2024, by and between the City of La Vista, hereinafter referred to as "Owner" and Spencer Management, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor did on February 3<sup>rd</sup> 2023, submit to the City of Papillion, the lowest Base Bid for the construction of 2023 On-Call City Wide Paving Repairs dated January 6, 2023,

WHEREAS, the Contractor did on May 7, 2023 enter in agreement with the City of Papillion and subsequent Change Order Number 1 dated May 17, 2013, for the construction of 2023 On-Call City Wide Paving Repairs dated January 6, 2023, and other such work as may be necessary or incidental thereto, which work is described in plans and specifications for the project prepared by the City of Papillion;

WHEREAS, the Owner, as an adjacent local entity, hereby elects to enter into contract with the Contractor for Items of Work of similar scope and magnitude, inclusive of terms and conditions thereof.

NOW THEREFORE, it is agreed by the parties hereto that the Notice to Contractors, the proposal form, the construction bond, all applicable laws governing the Owner's authority to contract, the plans, specifications, and other contract documents are a part of this contract by reference.

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all tools, equipment, labor, materials, transportation and permits required to construct 2024 On-Call City Wide Paving Repairs in accordance with the aforesaid plans and specifications for the following unit prices:

	Description	Approx. Quantities		Unit Price			Amount
<b>Base Bid</b>							
1	5" Uniform Thickness PCC Sidewalk Paving, L6 Mix, in place	0	SF	\$6.00	/	SF	\$0
2	PCC Sidewalk Removal	450	SF	\$1.50	/	SF	\$675
3	8" Uniform Thickness PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	1,320	SY	\$76.00	/	SY	\$108,900
4	8" Uniform Thickness PCC Base Repair Paving, Rough Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$80.00	/	SY	\$0
5	9" Uniform Thickness PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$82.00	/	SY	\$0
6	9" Uniform Thickness PCC Base Repair Paving, Rough Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$82.00	/	SY	\$0
7	10" Uniform Thickness 47B-3500 PCC Paving Repair, Broom Finish w/Dowel and Tie Bars Grouted , in place	0	SY	\$92.00	/	SY	\$0



8	Construct Combination Curb & Gutter w/Tie Bar Reinforcement, in place	0	LF	\$32.00	/	LF	\$0
9	Construct PCC Curb Ramp, in place (2 EA)	450	SF	\$15.00	/	SF	\$6,750
10	Construct Detectable Warning Inserts, in place	32	SF	\$30.00	/	SF	\$960
11*	Adjust Manhole to Grade	0	EA	\$750.00		EA	\$0
				<b>Total Base Bid</b>			\$117,285
<b>Additional Unit Pricing</b>							
12	Remove and Replace Curb Inlet Top, in place	0	EA	\$2,800.00	/	EA	\$0.00
13	Remove and Replace Curb Inlet Box, in place	0	EA	\$4,500.00	/	EA	\$0.00
14	Remove and Replace Grate Inlet Top, in place	0	EA	\$4,000.00	/	EA	\$0.00
15	Remove and Replace Grate Inlet Box, in place	0	EA	\$4,500.00	/	EA	\$0.00
16	Convert Curb Inlet to Saddle Creek Grate Inlet, in place	0	EA	\$5,000.00	/	EA	\$0.00
17	Remove Existing Pavement Stripping	0	LF	\$3.00	/	LF	\$0.00
18	24" Wide Preformed Plastic Crosswalk Stripping (Grooved in P.C.C. Pavement), in place	0	LF	\$31.50	/	LF	\$0.00
19	12" Wide Preformed Plastic Stop bars (Grooved in P.C.C. Pavement), in place	0	LF	\$13.00	/	LF	\$0.00
20	4" Wide White Permanent Paint Striping (Grooved in P.C.C. Pavement), in place	0	LF	\$6.00	/	LF	\$0.00
21	PCC Trail Removal	5500	SF	\$2.50	/	SF	\$13,750
22	Sod, in place	0	SF	\$9.50	/	SF	\$0.00
23	Permanent "Super Turf 2" Seeding with Erosion control Blanket (N.A.G. S75 or approved equal), in place	0	SY	\$2.50	/	SY	\$0.00
24	Curb & Gutter Removal	0	LF	\$15.00	/	LF	\$0.00
25	Construct Segmental Block Retaining Wall, in place	0	SF	\$45.00	/	SF	\$0.00
26	Construct Black Vinyl Coated Chain Link Fence, in place	0	LF	\$100.00	/	LF	\$0.00
27	Remove and Relocate Existing Sign, in place	0	EA	\$200.00	/	EA	\$0.00
28	Remove Existing Tree 6" to 12"	0	EA	\$500.00	/	EA	\$0.00
29	Remove Existing Tree 12" to 24"	0	EA	\$1,000.00	/	EA	\$0.00
30	Provide, Install, Maintain & Remove Silt Fence, in place	0	LF	\$5.00	/	LF	\$0.00
31	Install, Maintain and Remove Stabilized Construction Entrance	0	EA	\$50.00	/	EA	\$0.00
32	Route and Tar Seal Crack, in place	0	LF	\$5.00	/	LF	\$0.00
33	Tar Seal Joint, in place	0	LF	\$4.00	/	LF	\$0.00
34	8" Uniform Thickness High-Early PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$87.00	/	SY	\$0.00
35	9" Uniform Thickness High-Early PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$92.00	/	SY	\$0.00
36	7" Uniform Thickness PCC Paving w/Type "A" Integral Curb , in place	2000	SY	\$82.50	/	SY	\$165,000

37	9" Uniform Thickness PCC Paving w/Type "A" Integral Curb , in place	0	SY	\$80.00	/	SY	\$0.00
38	6" Uniform Thickness Stamped PCC Paving w/brick pattern, in place	0	SY	\$75.00	/	SY	\$0.00
39	6" Uniform Thickness PCC Trail Paving, L6 Mix, in place	5500	SF	\$7.00	/	SF	\$38,500
40	Remove and Replace Unstable subgrade (Recycle PCC), if required	0	TONS	\$25.00	/	TONS	\$0.00
						<b>Total Bid</b>	<b>\$334,535.00</b>

**\* Bid Item No. 11 – Adjust Manhole to Grade, was adjusted to \$750.00 per EA per Contractor Change Order Number 1 dated May 17, 2023.**

These “On-call” services shall be provided by the contractor for a period of **One (1) year following the execution date of this contract.**

**This 2024 On-Call City Wide Paving Repairs contract may be extended on an annual basis for up to five (5) years if mutually agreed to in writing by both the Contractor, and owner, City of La Vista Public Works. Each annual extension will include a revised proposal which will be utilized to negotiate unit pricing. Negotiations will determine increase/decrease in unit quantity and pricing based on national inflation average, increase in labor rates, equipment costs and fluctuation in material pricing. Extension will be agreed upon no later than January 1st of the next calendar year to allow for pricing to be secured.**

Contractor shall also furnish all bonds and insurance certificates and pay all permit fees and any other charges levied or required by any governmental authority exercising control over this project.

Progress payments shall be paid following City Council approval on or about the first and third Tuesday of each month, the Owner will pay the Contractor **ninety (90) percent** of the value of the work completed as of the end of the preceding payment period, as certified by the Engineer. The balance will be paid upon final completion of the work and formal acceptance by the Owner and Engineer.

Contractor must furnish a **one-hundred (100) percent** Contract Performance Bond and a **one-hundred (100) percent** Labor and Material Payment Bond (including **two (2) year** Maintenance Guarantee) in accordance with the General Conditions of the Contract. Contractor must also furnish a Certificate of Insurance for Worker's Compensation and Public Liability Insurance and Auto Insurance in the manner and with minimum limits as set forth in the General Conditions of the Contract.

Contract is let subject to the following conditions:

Contractor agrees to commence Target Area and General Repair work within ten (10) calendar days of written request by the City Engineer. Work shall be completed within a mutually acceptable sequence and schedule as determine by the City Engineer or as defined by the special provisions. These “On-call” services shall be provided by the contractor for a period of twelve (12) calendar months following the execution date of this contract. As time is of the essence, for each **calendar** day that any work shall remain uncompleted after the above specified completion date, the

Contractor shall pay to the Owner the sum of **five hundred dollars (\$500)** per **calendar** day, not as a penalty, but as predetermined and agreed liquidated damages.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of La Vista, NDOR or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of La Vista, NDOR or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of La Vista shall impose such contract sanctions as it, NDOR or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the City of La Vista, NDOR or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such

direction, the contractor may request the City of La Vista to enter into such litigation to protect the interests of the City of La Vista and, in addition, the contractor may request the State of Nebraska or the United States to enter into such litigation to protect the interests of the United States.

EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

OWNER\_\_\_\_\_ CONTRACTOR\_\_\_\_\_  
ATTEST\_\_\_\_\_ ATTEST\_\_\_\_\_