

LA VISTA CITY COUNCIL MEETING AGENDA

October 4, 2016

7:00 P.M.

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

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act
- Service Award – Steve Walter – 25 years

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

A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the September 20, 2016 City Council Meeting
3. Approval of the Minutes of the September 15, 2016 Planning Commission Meeting
4. Request for Payment – Felsburg Holt & Ullevig – Professional Services – Nebraska Multi Sports Complex - \$3,406.27
5. Request for Payment – Anderson Excavating Co. – Construction Services – Thompson Creek Channel Rehabilitation Group B – Channel Reconstruction - \$41,681.24
6. Request for Payment - Terracon Consultants, Inc. – Professional Services – Environmental Hazard Inspection – City Centre – Mixed Use Redevelopment Project - \$8,150.00
7. Request for Payment – Thompson , Dreessen & Dorner, Inc. – Professional Services – Thompson Creek Phase 1 - \$3,020.56
8. Request for Payment - Olsson & Associates – Professional Services – City Centre – Mixed Use Redevelopment Project - \$26,561.15
9. Request for Payment – Yano's Nursery – Maintenance Services – Thompson Creek Maintenance - \$5,000.00
10. Approval of Claims.

- Reports from City Administrator and Staff

B. Citizen Advisory Review Committee – EDP Report

1. Public Hearing

C. Resolution – Approval of Revised Final Plat, Lots 1-7, Brentwood Crossing, Lots 8B & 8C, Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3 & 8A4, Brentwood Crossing Replat No. 2, and Portions of Tax Lot 12, 14-14-12 (SE of 84th & Summer Drive)

D. Resolution – Application for Subdivision Agreement, Lots 1-17 and Outlots A-C, La Vista City Centre (SE of 84th & Summer Drive)

E. Resolution – 84th Street Redevelopment Area Revised Redevelopment Contract – Mixed Use Redevelopment Project (Action on this will be taken by the La Vista Community Development Agency)

F. Approval of a Class D Liquor License – Costco Wholesale Corporation dba Costco Wholesale 1237

1. Public Hearing
2. Resolution

G. Approval of a Class D Liquor License – N K Corporation dba Food & Fuels R Us

1. Public Hearing
2. Resolution

H. Executive Session - Strategy Session-Potential Real Estate Acquisition

- Comments from the Floor
- Comments from Mayor and Council
- Adjournment

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

MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING September 20, 2016

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on September 20, 2016. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, Director of Administrative Services Pokorny, Finance Director Miserez, Library Director Barcal, Recreation Director Stopak and Assistant Public Works Director/City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on September 7, 2016. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

Mayor Kindig presented the Attendance Awareness Month Proclamation to representatives of the school.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE SEPTEMBER 6, 2016 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT – JULY 2016
4. REQUEST FOR PAYMENT – LOGAN SIMPSON – PROFESSIONAL SERVICES – COMPREHENSIVE PLAN UPDATE - \$4,286.22
5. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES – LA VISTA 84TH STREET REDEVELOPMENT SITE PREPARATION - \$33,793.52
6. REQUEST FOR PAYMENT – UPSTREAM WEEDS – PROFESSIONAL SERVICES – STORMWATER OUTREACH - \$2,238.58
7. REQUEST FOR PAYMENT – NL & L CONCRETE – CONSTRUCTION SERVICES – CITY PARKING DISTRICT ACCESS IMPROVEMENTS - \$39,549.38
8. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – LA VISTA CIVIC CENTER PARK - \$4,442.95
9. RESOLUTION NO 16-117 – CHANGE ORDER NO. 1 – CITY PARKING DISTRICT ACCESS IMPROVEMENTS – INTERSECTION MODIFICATIONS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER ONE (1) TO THE CONTRACT WITH NL & L CONCRETE, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$452.50.

WHEREAS, the City has determined it is necessary to relocate an irrigation line to allow for proposed right turn bay construction; and

WHEREAS, the FY16 Capital Fund Budget provides funding for project; and

WHEREAS, the contract price increases from \$102,289.75 to \$102,742.25;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number one (1) to the contract with NL & L Concrete, Omaha Nebraska, in an amount not to exceed \$452.50.

MINUTE RECORD

September 20, 2016

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

10. APPROVAL OF CLAIMS

3E-ELECTRICAL ENGINEERING, bld&grnds	\$83.60
ABE'S PORTABLES, services	\$95.00
ACTION BATTERIES, maint.	\$625.64
ALAMAR UNIFORMS, apparel	\$367.48
ALL MAKES OFFICE EQUIPMENT, services	\$1,089.70
APWA-AMER PUBLIC WORKS ASSN, services	\$76.70
ASPHALT & CONCRETE MATERIALS, maint.	\$502.91
ATLAS AWNING CO, services	\$325.00
BABER, B., travel	\$345.00
BARCAL, R., travel	\$50.98
BAXTER FORD, maint.	\$28.99
BISHOP BUSINESS EQUIPMENT, services	\$2,196.76
BLACK HILLS ENERGY, utilities	\$105.74
BOOKPAGE, books	\$480.00
BRIAN KINDLEY, refund	\$40.00
BUETHE, P., travel	\$430.82
BUILDERS SUPPLY CO, maint.	\$101.25
CENTURY LINK, phones	\$93.70
CENTURY LINK, phones	\$151.49
CHRISTINE HOIT, services	\$280.00
CITY OF OMAHA, services	\$1,632.18
CITY OF PAPILLION, services	\$45.00
CNA SURETY, services	\$42.00
COUNCIL OF STATE GOVERNMENTS, books	\$112.50
COX COMMUNICATIONS, services	\$143.00
CREATIVE PRODUCT STORE, supplies	\$252.85
CULLIGAN OF OMAHA, bld&grnds	\$10.00
D & B SALVAGE, services	\$1,118.00
DIAMOND VOGEL PAINTS, services	\$344.35
DXP ENTERPRISES INC, maint.	\$169.37
EDGEWEAR SCREEN PRINTING, apparel	\$823.25
EMBLEMS INC, services	\$259.00
FEDEX, services	\$112.85
FELSBURG HOLT & ULLEVIG, services	\$408.10
FILTER CARE, maint.	\$44.25
FOCUS PRINTING, services	\$7,888.15
GALE, books	\$164.18
GALLS LLC, apparel	\$89.79
GARROD, M., travel	\$288.00
GENUINE PARTS CO, maint.	\$1,447.39
GOSS, J., travel	\$177.00
GUNN, B., travel	\$331.00
H D AUTO CREATIONS INC, maint.	\$400.00
HEARTLAND TIRES AND TREADS, maint.	\$2,597.72
HUYEN-YEN K HOANG, services	\$1,000.00
INGRAM LIBRARY SERVICES, books	\$2,347.92
JEBRO INC, supplies	\$22.20
JOHNSON CONTROLS INC, bld&grnds	\$10,798.28
KIMBALL MIDWEST, maint.	\$101.00
LEAGUE OF NEBR MUNICIP, services	\$40,931.00
LOGAN CONTRACTORS SUPPLY, bld&grnds	\$403.64
LOGAN SIMPSON DESIGN, services	\$11,548.81
LOWE'S, maint.	\$1,043.10
MATHESON TRI-GAS INC, apparel	\$90.68
MAX I WALKER UNIFORM, services	\$596.73
MBC CONSTRUCTION, services	\$304,729.28
MENARDS-RALSTON, bld&grnds	\$153.98
METRO COMM COLLEGE, services	\$31,363.31

MINUTE RECORD

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

METRO LANDSCAPE MATERIALS, bld&grnds	\$210.00
MID CON SYSTEMS INC, maint.	\$595.10
MIDWEST TAPE, media	\$384.06
MOBOTREX MOBILITY & TRAFFIC, services	\$4,384.96
MUNICIPAL PIPE TOOL CO, services	\$2,243.06
NAT'L EVERYTHING WHOLESALE, supplies	\$93.27
NE DEPT OF REVENUE-FORM 94, services	\$25.00
NE SECRETARY OF STATE, services	\$100.00
NLA/NEMA CONFERENCE, services	\$730.00
NORTON, J., travel	\$177.00
OFFICE DEPOT INC, supplies	\$972.83
OLSSON ASSOCIATES, services	\$85,525.88
OMNIGRAPHICS INC, books	\$163.70
OPPD, utilities	\$89,479.11
O'REILLY AUTOMOTIVE STORES, maint.	\$43.04
PAPILLION SANITATION, services	\$1,158.57
PAYFLEX SYSTEMS, services	\$251.55
PLAINS EQUIPMENT GROUP, maint.	\$359.52
POKORNY, K., travel	\$288.00
QP ACE HARDWARE, bld&grnds	\$1,338.13
RADAR SHOP, maint.	\$615.00
RAY ALLEN MANUFACTURING, services	\$1,412.96
READY MIXED CONCRETE CO, maint..	\$5,870.27
RILEY J LAMPMAN, services	\$40.00
SCHEMMER ASSOCIATES INC, services	\$1,573.30
SHEPPARD'S BUSINESS INTERIORS, services	\$610.00
SIGN IT, services	\$247.00
SOUCIE, J., travel	\$69.00
SPRINT, phones	\$664.77
TED'S MOWER SALES & SERVICE, maint.	\$654.08
THERMO KING CHRISTENSEN, maint.	\$712.05
THREE RIVERS LIBRARY SYSTEM, services	\$20.00
TIELKE'S SANDWICHES, supplies	\$5.22
TITAN MACHINERY, maint.	\$411.16
TRANS UNION RISK, services	\$25.00
UNITE PRIVATE NETWORKS, services	\$3,850.00
VAL VERDE ANIMAL HOSPITAL INC, services	\$111.72
WATKINS CONCRETE BLOCK, services	\$33.00

Councilmember Sell made a motion to approve the consent agenda. Seconded by Councilmember Thomas. Councilmember Quick reviewed the bills and stated everything was in order. Councilmember Sheehan inquired about the Sewer Department figures in the Financial Report. Finance Director will look into his inquiry and get back to him with an answer. Councilmembers voting aye: Frederick, Ronan Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND STAFF

Library Director Barcal reported on the Summer Reading Program and the Tween program.

Recreation Director Stopak thanked Public Works for their assistance at the ballpark ceremony. Stopak also announced events coming up.

Police Chief Lausten informed Council that they are working on an operations plan for traffic for the Costco grand opening. Lausten also reported on a softball game involving the police and firefighters.

MINUTE RECORD

September 20, 2016

No. 728 — REEDFIELD & COMPANY, INC., OMAHA, E13105561D

B. RESOLUTION – ENGINEERING SERVICES CONTRACT AUTHORIZATION – GRADING PLANS – GOLF COURSE TRANSFORMATION PHASE 1

Councilmember Quick introduced and moved to adopt Resolution No.16-118; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH THOMPSON, DREESSEN & DORNER, INC., OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$64,500.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined civil and geotechnical engineering services to prepare plans and specifications for Phase I of the Golf Course Transformation project are necessary; and

WHEREAS, the Capital Improvement Program provides funding for the Golf Course Transformation; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve an agreement for professional services with Thompson, Dreesen, & Dorner, Inc., Omaha Nebraska in an amount not to exceed \$64,500.

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

C. RESOLUTION – AUTHORIZATION FOR MUD RELOCATIONS AND ABANDONMENTS – MIXED-USE REDEVELOPMENT PROJECT DEMOLITION AND SITE PREPARATION (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)

Mayor Kindig stated that action on this item would be taken by the La Vista Community Development Agency.

Councilmember Frederick introduced and moved to adopt Resolution No.16-119; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY AUTHORIZING AN AGREEMENT WITH METROPOLITAN UTILITIES DISTRICT (MUD) TO RELOCATE AND ABANDON WATER MAINS, SERVICES AND HYDRANTS IN THE MIXED-USE REDEVELOPMENT PROJECT AREA IN AN AMOUNT NOT TO EXCEED \$85,000.

WHEREAS, the Mayor and City Council, acting as the La Vista Community Development Agency, have determined that the relocation and abandonment of water mains, services and hydrants in the mixed-use redevelopment project area is necessary for the mixed use redevelopment project, and

WHEREAS, the FY17 Capital Improvement Program Budget includes funding for this project, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska acting as the La Vista Community Development Agency do hereby authorize a purchase order or other agreement with Metropolitan Utilities District (MUD) to relocate and abandon water mains, services and hydrants in the mixed-use redevelopment project area in an amount not to exceed \$85,000.

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

MINUTE RECORD

September 20, 2016

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

D. RESOLUTION – AUTHORIZE PAYMENT – MUD RELOCATIONS AND ABANDONMENTS – MIXED USE REDEVELOPMENT PROJECT DEMOLITION AND SITE PREPARATION

Councilmember Thomas introduced and moved to adopt Resolution No.16-120; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING PAYMENT TO THE METROPOLITAN UTILITIES DISTRICT (MUD) FOR THEIR LABOR, EQUIPMENT, MATERIALS AND SERVICES TO RELOCATE AND ABANDON WATER MAINS, SERVICES AND HYDRANTS IN THE MIXED-USE REDEVELOPMENT PROJECT AREA IN AN AMOUNT NOT TO EXCEED \$85,000.

WHEREAS, the City Council of the City of La Vista has determined that the relocation and abandonment of water mains, services and hydrants in the mixed-use redevelopment project area is necessary, and

WHEREAS, the La Vista Community Development Agency has approved this portion of the project, and

WHEREAS, the FY17 Capital Improvement Program Budget includes funding for this project, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize payment to the Metropolitan Utilities District (MUD) for their labor, equipment, materials and services to relocate and abandon water mains, services and hydrants in the mixed-use redevelopment project area in an amount not to exceed \$85,000.

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

E. RESOLUTION – AUTHORIZE PAYMENT – MUD WORK - MIXED USE AND/OR PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT – PUBLIC INFRASTRUCTURE

Councilmember Sell introduced and moved to adopt Resolution No.16-121; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING PAYMENT TO THE METROPOLITAN UTILITIES DISTRICT (MUD) FOR WATER MAIN WORK AS PART OF THE MIXED-USE REDEVELOPMENT PROJECT AND/OR PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$140,000.

WHEREAS, the City Council of the City of La Vista has determined water main work as part of the mixed-use redevelopment project and/or public improvement redevelopment project is necessary, and

WHEREAS, the FY17 Capital Improvement Program Budget includes funding for this project, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize payment to the Metropolitan Utilities District (MUD) water main work as part of the mixed-use redevelopment project and/or public improvement redevelopment project in an amount not to exceed \$140,000, to be applied as provided under future main extension agreement in form and content satisfactory to the City Engineer.

MINUTE RECORD

September 20, 2016

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

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

F. RESOLUTION – AUTHORIZE PURCHASE – CARDIAC MONITORS

Councilmember Quick introduced and moved to adopt Resolution No.16-122; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE FIRE DEPARTMENT DONATION ACCOUNT FOR THE PURCHASE OF CARDIAC MONITORS IN AN AMOUNT NOT TO EXCEED \$30,000.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of cardiac monitors is necessary, and

WHEREAS, Funds are available in the fire department donation account for this purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize expenditure of funds from the fire department donation account for the purchase of cardiac monitors in an amount not to exceed \$30,000.

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

G. RESOLUTION – BID AWARD – THOMPSON CREEK LANDSCAPING

Councilmember Thomas introduced and moved to adopt Resolution No.16-123; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT YANO'S NURSERY, INC., OMAHA NEBRASKA FOR FURNISHING AND INSTALLING SHRUBS AND TREES FOR THE THOMPSON CREEK LANDSCAPING (PHASE ONE) IN AN AMOUNT NOT TO EXCEED \$27,220.00.

WHEREAS, the City Council of the City of La Vista has determined that installation of shrubs and trees for the Thompson Creek Landscaping (Phase I) project is necessary; and

WHEREAS, the FY17 Capital Improvement Program provides funding for this project; and

WHEREAS, Bids were solicited and three bids were received, and

WHEREAS, Yano's Nursery, Inc. Omaha Nebraska has submitted the most qualified bid, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to Yano's Nursery, Inc. Omaha Nebraska for furnishing and installing shrubs and trees for the Thompson Creek Landscaping (Phase I), in an amount not to exceed \$27,220.00.

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

MINUTE RECORD

September 20, 2016

No. 728 — REEDIE & COMPANY, INC. OMAHA E1310556LD

H. POSITION DESCRIPTION

Motion by Sell to receive and file the new and updated position descriptions.

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

I. DISCUSSION – CITY COUNCIL MEETINGS

Discussion was held regarding the start time of City Council Meetings. Consensus of the Council was to wait to make any change and to discuss this again after the first of the year.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig reminded Council of events coming up. Mayor Kindig also stated that work is starting for the upcoming legislative session.

At 7:55 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 4TH DAY OF OCTOBER, 2016

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



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

A-3
COPY

PLANNING COMMISSION MINUTES
SEPTEMBER 15, 2016-7:00 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, September 15, 2016, in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Gayle Malmquist called the meeting to order at 7:00 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, John Gahan, Tom Miller, Kevin Wetuski, Kathleen Alexander, Mike Circo, Harold Sargus, Jackie Hill and Jason Dale (alternate). Members absent were: None. Also in attendance were Chris Solberg, City Planner; Meghan Engberg, Permit Technician; Ann Birch, Community Development Director; and John Kottmann, City Engineer.

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

1. Call to Order

The meeting was called to order by Chairman Malmquist at 7:00 p.m. Copies of the agenda and staff reports were made available to the public.

2. Approval of Meeting Minutes – August 25, 2016

Krzywicki moved, seconded by *Miller* to approve the August 25th minutes. **Ayes: Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, Hill, Sargus, and Miller. Nays: None. Abstain: None. Absent: None. Motion Carried. (9-0)**

3. Old Business – None.

4. New Business

A. Public Hearing for PUD Amendment – Lot 2, Southport East Replat 2 – Saldi Family Investments, LLC

i. **Staff Report – Chris Solberg:** Solberg stated that the application for the PUD amendment for Lot 2 Southport East Replat Two is not ready for review by the Planning Commission at this time. Staff recommends opening and continuing the public hearing until the October 20th Planning Commission meeting.

ii. **Public Hearing- Opened by Gayle Malmquist.**

iii. **Recommendation:** *Krzywicki* moved, seconded by *Hill* to continue the Public Hearing until the October 20th meeting. **Ayes: Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, Hill, Sargus, and Miller. Nays: None. Abstain: None. Absent: None. Motion Carried. (9-0)**

B. Public Hearing for PUD Amendment – Lot 9, Southport East Replat Six – Galaxy Ventures, LLC

i. **Staff Report – Chris Solberg:** Solberg stated that the applicant Galaxy Ventures, LLC is requesting a Planned Unit Development Site Plan approval to allow for a commercial strip shopping center on Lot 9, Southport East Replat Six. Staff recommendation is for the approval of the PUD Site Plan for a commercial strip shopping center, contingent on the finalization of the landscaping plan and traffic issues prior to City Council approval, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.

ii. **Public Hearing – Opened by Gayle Malmquist**

Kyle Haase, from E & A Consulting Group, came forward and spoke on behalf of the applicant. He mentioned they are looking at the lot on the corner of Eastport Pkwy. and Giles Road. The area is approximately 1.13 acres and is currently vacant. The proposed use would be for a 5,625 square foot fast food/coffee house user with a drive-thru and 49 parking stalls with one access point off of McDermott Plaza. As requested by City Staff, they have conducted and submitted a traffic study for the site and for the proposed use at the intersection. Results of that traffic study show that there is no need for improvement at this time. They have also submitted a revised landscaping plan to meet all of the Southport and Gateway Corridor guidelines and that the architecture of the building will also meet the guidelines. He then invited any further questions.

Circo asked how many store fronts would be in the building.

Haase said that it's just one business.

Malmquist asked for further public comment and, seeing none, closed the Public Hearing.

Malmquist asked if the traffic study had been reviewed.

Kottmann said he received the traffic study last Friday and has reviewed and read through it. He said he generally agrees with the conclusions that the left turn capacity on Eastport Pkwy. to turn left into the facility in the morning peak hour, which is his primary concern, they've demonstrated it's expected to be adequate.

iii. **Recommendation:** Gahan moved, seconded by Sargus to recommend to City Council the approval of the PUD Site Plan for the commercial strip shopping center, contingent on the finalization of the landscaping plan and traffic issues, as the plan is consistent with the Comprehensive Plan and the Zoning Ordinance. **Ayes: Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, Hill, Sargus, and Miller. Nays: None. Abstain: None. Absent: None. Motion Carried. (9-0)**

C. Replat – Mayfair 2nd Addition, Replat 7 – One Mayfair Place LLC

i. **Staff Report – Chris Solberg:** Solberg stated the applicant, One Mayfair Place LLC, is requesting a replat of Lot 11A, Mayfair 2nd Addition Replat One. This is

located at the northeast intersection of South 99th Street and Hillcrest Plaza. Staff recommends approval of Mayfair 2nd Addition Replat 7 contingent upon the finalization of a subdivision agreement prior to City Council review as the replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

Kyle Haase from E & A Consulting Group came and spoke on behalf of the applicant. He stated they are looking to replat the current lot into three lots. The current lot size is 12.76 acres. They are going to break that into three lots, with lot one being 9.29 acres, lot two and lot three will be broken into approximately 1.7 acres. They believe these lot sizes will better meet the market for development.

Sargus said Solberg had written a letter on August 9th to E & A and asked if they had responded.

Solberg said they responded with revised documents. He said that they don't always receive an actual letter along with resubmittals, they just revise the documents and resubmit.

- ii. **Recommendation:** Hill moved, seconded by Circo to recommend to City Council the approval of Mayfair 2nd Addition Replat 7 contingent upon the finalization of a subdivision agreement prior to City Council review as the replat request is consistent with the Comprehensive Plan and the Subdivision Regulations. **Ayes:** Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, Hill, Sargus, and Miller. **Nays: None**. **Abstain: None**. **Absent: None**. **Motion Carried. (9-0)**

D. Public Hearing for Zoning Map Amendment – Lot 8, Val Vista Replat Four – Torco Enterprises, Inc.

- i. **Staff Report – Chris Solberg:** Solberg stated Torco Enterprises, Inc. is requesting a rezoning of Lot 8, Val Vista Replat Four from I-1 Light Industrial to I-2 Heavy Industrial. The lot is generally located northeast of the intersection of Chandler Road and Chandler Circle. Staff recommends denial of the Zoning Map Amendment as the request is not consistent with the Comprehensive Plan and may be consistent with the definition of illegal spot zoning if approved. He then asked the Commission to note there is an additional email on their desks that was received regarding this application.
- ii. **Public Hearing – Opened by Gayle Malmquist.**
Brian Torczon with Torco Enterprises came forward and spoke. He mentioned they have a commercial grading company and are asking if they can park their dump trucks, some equipment, which every morning they leave and come back at night, so they don't really have any outdoor storage per se. They leave in the morning, they come back at night and they might have a piece of machinery that might sit there due to oil change or something like that. Right now they have it as a base because in future development they plan on building another building a couple of years down the road. Initially when they talked with the City Planner they didn't have a choice of a Conditional Use Permit to park these pieces of equipment and trucks there and that's why they have to change the zoning to I-2. He then invited any questions.

Sargus asked how long they had been using the lot for parking in back.

Torczon said they have been parking them there for about a year now. Sargus asked where they parked them prior to that.

Torczon said they used to have a place behind Home Depot they rented and then their lease was up. He said they had been at the property about a year and it sloped considerably from the street about 20 feet down. He said the street elevation right now was about 1119 and the building elevation is at 1123 and as the ground slopes to the east they are at elevation of about 119, so they have to build it up across to make it flat.

Miller asked how many trucks are in his fleet.

Torczon said right now they have 5.

Miller asked how big they were.

Torczon said they have 3 dump trucks, and 3 semis.

Miller asked them what time they left in the morning and what time they come back at night.

Torczon said they usually fire the trucks up at 6:30 and they usually get back anywhere between 5 and 6 in the evening. He said they are a commercial grading company, so in the winter they will hardly ever move.

Miller asked if they worked Saturdays or Sundays.

Torczon said they only work on Saturdays. He said Saturdays are only half days, if that depending on weather. He also tries to give his guys Saturdays off if possible. He said he didn't know if they have a copy of that future plan, but it shows he was willing to line the whole side with trees to block the neighbors. He said that's ultimately why they're there tonight is because of the complaints.

Krzywicki said part of the issue of rezoning the property is you have that property rezoned then anyone can use that new zoning to put anything there that qualifies as an I-2, regardless of what the applicant's original intent was. He said that would open it up for all other uses in the future that would qualify under I-2, which may not necessarily be good in that area.

Torczon said that's what they are trying to figure out. He said there is a storage unit down the road from there that's considered I-1 and they have stuff parked outside too. They are trying to figure out what they can do to stay because they don't want to leave.

Circo said he drove by the property and noticed there was an excavator parked outside.

Torczon said they just had it serviced the previous day. He said if it hadn't been for the rain, it would be on a job right now. He said 90% of the machines are on

the job year round. They bring them back and service them, they stay parked there for a couple of days and they're gone. He said it's not like they sit there for a month at a time.

Malmquist asked what kind of service facilities they have there.

Torczon said they change oil, grease them and other mechanical work. He said they pull them in the shop on the site and work on them. He said they also have a wash bay and everything is pulled inside. He said as soon as the trucks are done being worked on they go back outside.

Hill asked what their intention with the other building that he mentioned was.

Torczon said they have grown considerably for the last 5, 6 years and they would like to use that as more of an office space.

Tom Lane, 10176 Margo Street, came forward and spoke. He stated he owns the property adjacent to Mr. Torczon's business. He said Mr. Torczon's characterization that he is there first thing in the morning and is then gone is not entirely accurate. He said he may load his trucks anywhere from 3 to 6 o'clock in the morning and it's not a quiet process. He said the loading takes anywhere from a half an hour to an hour. Mr. Lane stated the owner knew or should have known when he got the property that it was zoned light industry. He said the owner also knew his property was immediately adjacent to a residential area, so he picked the lot closest to the residential area. Mr. Lane also said it isn't just trucks that are there, there are also tractors, excavators, and a lot of heavy equipment that comes in and out. He said it certainly detracts and all Labor Day weekend all he saw and heard was a tractor from his backyard patio. He said he understood when he bought the lot that it was next to light industry, which he said is fine. He said he wasn't thrilled when the glass company moved in, but they've been a great neighbor. He said on weekends, Mr. Torczon is filling the lot and there are excavators there all weekend long. He is asking the Council and the City to deny this request and enforce current zoning law.

Malmquist asked Lane if he lived on Margo somewhere.

Lane said yes, he lives on the lot immediately adjacent to the Torco building.

Gahan asked Lane if he could explain the loading process.

Lane said it's 3 a.m., so it's dark, but there's lots of banging. He said people are in the dark trying to line up the trucks, so you'll hear an engine revving, and a lot of loud metallic clanging. He said there's a lot of banging when they're cleaning the side loaders out. He says it's not necessarily during the peak business hours, it happens early in the morning and late in the evening when people are home.

Brad Kothenbuetel, owner of the property at 10501 Chandler Circle and the ground at 10503 Chandler Circle, came forward to speak. He said the reason he came up to speak this evening was about the results of the rezoning that Mr. Torczon is trying to accomplish. He said he is not particularly in the zoning process, but he is bringing up a few facts that he wanted the Council to be

aware of with their business park. He said due to the current zoning of their business park, the properties are vacant and the properties that are under construction, are having a very hard time leasing and bringing business into that area for the plain and simple fact of the current zoning. The buildings attract a construction element. He said when his building came up it was a similar circumstance. He said there was another excavator that was in their business park that had made some waves with containers and graders and things like that. The City was upset about it and code enforcement had been out, the owner sold his property to him instead of trying to have it rezoned and moved out. He then stated that he knew there was a 19,000 square foot building directly to his west has sat vacant for over a year without being able to get a tenant, and they have had to pass on nine different lease options through Lund Realty because of the fact there is no outside storage. He then talked about the 60,000 square foot distribution center that was just built that the guys are going to be parked there overnight, idling their engines, obviously closer to the fire station and backs up to the railroad trestle. He said that is completely set up with dock high doors and he believes there was a yellow zoning sign set up at that property and he doesn't know if that property was zoned as I-2 or I-1. He said he knows that is what the purpose of that building is. He said he wants the Board or Council to consider bringing that type of business into La Vista with the amount of empty real estate we have sitting around the city.

Mr. Kothenbuetel went on to say he is from the Papillion La Vista area, he graduated from Papillion La Vista High School and he decided to keep his business here and invest in this community and as a business owner he is requesting the business park and the people that are there are shown for the tax base they pay, that they want to be treated fairly. He then said he had an example from code enforcement. He said when he first bought the building, someone was actually calling from the neighborhood, not for outside storage, but the lights were too bright. He said upon doing his own research and actually talking to the code enforcement officer, the reason he was sent out there was because the deer would no longer come and feed at their feeders, so he was forced to put light barriers up to dim his lights and as a result he has had his truck broken into twice in the back parking lot because he can't light his facility to protect it and secure it. He said he is not saying he is for or against having excavation in the area. He is not disputing it's loud, but he wants the Council to look at the fact that we need to show some kind of reason of what we are going to let into the business park if we actually want to generate money, lease those properties out and make them a long term investment for the building owners.

Matt Ottemann, 7453 S. 102nd St., came forward and spoke. He said he doesn't back up directly to the property, but he's about one house away and can see the property at issue from his backyard. He said it seems the commission is really being asked here to bail out a business that made a bad property choice, that moved in and wanted to use the property for a purpose that it wasn't zoned for and is now asking for the commission to make a bad, long-term property choice because they failed to research what the zoning requirements and uses for the property were. He said he thinks that it's very bad public policy to be doing that. He said he thinks they are acting in real disregard of the neighborhood interests. He said it's true they bought and knew there would be industrial work. They expected those uses, but they definitely did not expect heavy industrial uses, which is a very different type of business.

Mr. Ottermann said he believes their home values, if this kind of things move in, will be dramatically decreased. There aren't a lot of folks that want to live next to the sounds of industrial equipment. He is asking everyone that has come up there if they would want to live next to the sounds of heavy industrial equipment that is being loaded and unloaded. He said it isn't the I-1 uses that people are having problems with, it's the I-2 operations that are the issue. He said the applicants did not have to come in and lease this property, they could have picked a different property and they're not saying they have to move. They are just asking them to use the property they've got per the consistent zoning policies that are in place. They can leave their trucks somewhere else and use the building as office space.

Mr. Ottermann said he is also concerned with spot zoning. He said when you start spot zoning and you have an I-2 in place, why shouldn't the neighbor down the street get an I-2? He said then you will have a bunch of I-2's and the whole thing becomes a heavy industrial park.

Mr. Ottermann said he had heard some comments saying some companies come in and are having problems leasing the building lots. His answer to that is the people who are building those buildings know that it's I-1 and they knew they were going to be leasing to businesses in the I-1. He said there are a lot of businesses that are I-1 that will eventually move in there. He said they are zoned as I-1 and should stay that way. He feels if it goes to I-2, you risk going into that illegal spot zoning, which a lot of the neighbors would challenge. He feels this is a bad policy decision, it's bad for the neighbors, it's bad for the neighborhood and it's bad for the city. He asked for the Commission to unanimously reject this to send a real message to the City Council that the Planning Commission has considered this and that it's worth unanimous rejection. He also asked the city start enforcing the zoning rules tomorrow as they are in place. He says he doesn't understand why they can come up here and ask for a change in the law and be violating the very law they are asking to change.

Mary Feda, 10157 Margo Street, came forward and spoke. She said her property is adjacent to Torco Enterprises. She said she is here to support what her neighbor has already said. She said she has been woken up at 3:00, 3:30 in the morning to loud noises. She said she called the police on August 18th and it kind of calmed down after that. She said some Saturday nights there has been a lot of movement and noise and activity at 8:00 p.m. She said she works full time, they are working people and they are tired and no one wants to be wakened in the middle of the night. She said they love their neighborhood and they enjoy all it has offered them in the city of La Vista. She said they are a premier neighborhood in La Vista and they are grateful for that. She said they understand light industry and they are not against business, they support business. She just wants people to follow the rules and the laws that are in place. She is asking them to listen to their voices tonight and respect their wishes. She said she encouraged them to deny this.

Pat Sullivan, 1246 Golden Gate Drive, came forward and spoke. He is representing Mary Feda who had just come up and spoke. He said he had wanted her to provide some background on what she has been experiencing. He

said he was up there to talk about zoning. He then presented a picture of the property in question. He said everyone would probably agree with him it isn't the greatest transition as it stands right now going from residential to light industrial. He said that transition would only be exacerbated by going from light industrial to heavy industrial. He said he doesn't have a lot to say, but felt the report was very well written. He said there is a drastic difference between light industrial and heavy industrial and the activities that can occur in each of those.

Mr. Sullivan said when they are looking at a rezoning, there was some discussion as to what they were going to be doing on the property or what equipment are they going to be having. He said that is not as material to what kind of activities could occur if there is a change from light industrial to heavy industrial. He said if you go through the list or chart they have in that zoning, there are all kinds of activities that could go on there and there's nothing you can do about that if that property gets sold and the use changes as long as it's in compliance with their zoning laws. He said there is a whole plethora of activity that is even heavier than what they are intending to do now or in the future. He feels that everyone else who has come up and spoken in opposition have addressed a lot of the issues that he was going to talk about. He feels it is very important that they look at this idea of spot zoning and this is probably one of the clearest cases of spot zoning that has been seen.

Bill Torczon, 5120 S. 50th Street, came forward and spoke. He stated he is Brian's dad, but he is there as a commercial real estate broker and a building owner. He mentioned he had also sent an email to the Mayor in regards to this issue. He feels the building that Bradco was talking about, Hans Investment built that. He had that listing for a little while and they had a well-financed fence company that wanted to come in. He said they just wanted to build a fence around the back of the property and store their fencing back there. They wouldn't even look at it because of the zoning. He also had a plumber and he didn't even bring him to La Vista, he took him to Gretna because it's such a battle to get anyone to work with them. He said these people do not want to use the front of the buildings, just the back to store their stuff, but they aren't allowed to. He said they may as well just grow weeds back there. He said smaller businesses can't afford the space to have all of their equipment stored inside. He is there asking for a change so everyone can use the back of their buildings. He stated what people are hearing at 3 in the morning are dumpster trucks that come and pick the dumpsters up just like they do at grocery stores. He said there is no construction business that has ever started at 3 or 4 in the morning. He just wants the city to do something to help these other guys out and let them use the back of their buildings so they can get those spaces leased out.

Tom Demory, 7402 S. 102nd Street, came forward and spoke. He brought up the email he had sent that day and verified everyone had received it. He just wanted to make sure if they had any questions regarding that email, they would have an opportunity to ask him. He said most of what he had to say has been a repeat of what other people have said.

Miller asked about the 3 o'clock report to the police from Mary Freda. He wanted to know what the police report came up with.

Demory said he wasn't sure what the report said. He said he is also on the HOA for Cimarron Woods and he had received an email from her about 2 weeks before that event. She did some research and even spoke with Chris (Solberg) and the Sarpy County Sheriff's Department, as well as the City of La Vista Police Department and the Sarpy County Planning Commission and their problem solving effort with Mary was to call the police. They originally thought it would be through the Sheriff's Department, but when they spoke to sheriff they were told it would be the La Vista Police Department's jurisdiction to report. That was their conclusion that if something was happening that was that loud enough to wake her that early in the morning, then her best course of action was to call the police. He said he then received an email a day or two after that from her letting him know that she had called the police. He said he never did see the report or get any additional information from her.

Miller then asked Solberg if he knew what the police found that day.

Solberg said that he does not have record of that report.

Kevin Kajdasz, 10139 Margo Street, came up and spoke. He said he built his house in 2005 and watched this whole thing transpire with the industrial land. He said it was great back in the day when they had the four wheelers and utilized a lot of the property back there and had good times. He said he has empathy for his neighbors, people that moved in a year or so ago, but he understands it's industrial land so he also has empathy for Torco. He said he also has a business in construction and they survived the downfall of the economy, which he feels is a success story. He said anyone who has a house and were able to pay their mortgage and didn't file bankruptcy is a success as well. He said he has empathy for both the business owner and his neighbors. He stated if there is a solution that can be worked out or if this is the law and cannot be changed, he respects a person in business and he respects his neighbors' privacy. He said he has been there 10 years and has seen a lot. He has seen people move in, out, everything. He said he's not sure if there is a solution for the problem. He said he doesn't really hear a lot of the noise and he works a lot, so he's not sure if people are home during the day. He's looking for more of a solution to the problem instead of kicking a person out who is thriving in their business, so he looking to the Commission to maybe think about that and come up with a compromise. He suggested maybe they tell them they can't work the weekend and if they do, then they're out.

Sarah Hood, 7327 S. 103rd Ave., came forward and spoke. She said unlike most of the people there, she actually lives a few blocks back, but she can still hear those trucks in the morning and in the evening and when she is out playing with her kids. She said it is not just those people that are backing up to that road that can hear it. She said the other point that she would like to make is if that zone changes, she's really nervous about what other industry companies will come into her back yard. She is worried about hazardous waste, if something could possibly come off the railroad tracks and use that land and it really worries her.

Malmquist stated the purpose of this is to rezone the Torco development and not the other properties.

Ms. Hood said yes, but asked if it's spot zoning then it's for the whole thing.

Malmquist reiterated the request was only for that one lot. She said that creates other issues, but the request is only for the rezoning of that one property.

Brian Torczon came back up to speak. He started by saying he isn't going anywhere. He said he didn't put in a million dollar investment to leave. He then said in regards to the 3 to 6 in the morning loading, he is the first one in the shop and he doesn't get there until 5:30. He said his guys start at 6:30 every morning, they fire the trucks up between 6:30 and 7, so the loading at 3 in the morning is news to him and the first that he has heard of it. He also said if the police were called, he was never contacted on it. He said they do have cameras at the shop, so he can go back to when these incidents occurred. He mentioned the noises people are hearing at 5 in the morning on a Saturday and said it was his kid on a skid loader. He said his son operates it by himself and isn't in harm's way. He brought up the concern about people's property value going down if they are butted up to an I-2 and pointed out there are homes that back against the United States Cold Storage and Rotella's which are considered I-2 and those property values have gone up every year. He then addressed being told he was making a bad business decision as far as picking out that lot and said when he applied for the permit he had told everyone what he was doing. He feels the issues started when they got a complaint about the 3 to 6 in the morning loading and that's why they are there today.

Malmquist asked for further public comment and, seeing none, closed the Public Hearing.

Gahan asked about a letter in the packet dated May 20th. He said the letter states the Chief Building Official went and inspected the property because of complaints and let them know they had 60 days from the date of the letter to make the corrections. He wanted to know if any corrections were made or if that is when they applied for this action.

Solberg said that no changes have been made in relation to that letter specifically.

Gahan reiterated the 60 days has expired and asked if there has been any fines, \$100 dollars per day, assessed against the business.

Solberg said no because of the applicant's application they decided to let this go through due process for the rezoning to this point at least before going through enforcement actions.

Malmquist asked Torczon if he was aware of this letter and made no attempts to rectify any of the issues.

Brian Torczon said on April 25th he had a meeting with TD2, Chris Solberg and John Kottmann and that is when they had the original meeting at the shop. He said that's when he offered to plant trees along the side and he was told they were going to have to have a meeting, come in and talk about what their future plans were. They had TD2 draw up plans and that's when they got the letter and that's when he talked to Chris and asked for a conditional use permit to park the equipment there and he was told no and it would have to be switched to I-2. He

said that's when he switched it to I-2 because he was told that was their only choice. He didn't want to go to I-2 originally, they would have been fine with the I-1 as long as they could get their conditional use permit to park their trucks and stuff there.

Krzywicki asked if the parking of the equipment there would be okay in the I-1 if it was inside the building.

Solberg said the item is the use. The use is as a facility for a heavy construction company and that use is specifically listed in the I-2 Heavy Industrial district. It is not listed in the I-1 district and it is not a conditional use within that district.

Miller asked Torczon how long ago he bought the property.

Brian Torczon said he bought it about 2 or 3 years ago.

Miller then asked at that point in time is what he was using the property for then, what he is using it for now.

Brian Torczon said that is correct. He said that is when he applied for the building permit. He said when he bought that ground he still had 2 years on the lease they were at. They bought the ground ahead of time, applied for the grading permit and then applied for the building permit. He said they had no problems until the complaints.

Sargus asked if they had been operating out of there for weeks or months without the heavy equipment being there.

Brian Torczon said when the final inspection was done, they were already operating out of their new location with everything there. He said all of the stuff was there from day one, nothing just showed up in the last week or two.

Sargus asked if their vote tonight was for no I-2, was there a timeframe that Torczon would be dealing with.

Solberg said that is something that would have to be dealt with by the City Attorney's office.

Sargus then asked Torczon if it was his understanding that under I-1, he would be able to park his heavy equipment there.

Brian Torczon said yes. He said to him heavy construction is cranes, things like that. They are just running dump trucks and a couple of semis. He said there had been tractors there around Labor Day, but they were only there for servicing and then they were gone.

Solberg clarified their recommendation does not finalize anything. It's just a recommendation to City Council upon the item.

- iii. **Recommendation:** Hill moved, seconded by Sargus to recommend to the City Council denial of the Zoning Map Amendment as the request of not consistent with the City of La Vista Comprehensive Plan and may be consistent with the

definition of illegal spot zoning. **Ayes: Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, Hill, Sargus, and Miller. Nays: None. Abstain: None. Absent: None. Motion Carried. (9-0)**

E. Public Hearing for Zoning Ordinance Text Amendments – Section 5.05 (Transitional Agriculture District) – City of La Vista

- i. **Staff Report – Chris Solberg:** Solberg stated upon staff review of Section 5.05, TA- Transitional Agriculture District, it was concluded an update to the regulations was warranted. The proposed changes to the allowed uses clarify possible confusion in the future interpretation of the regulations. Additional changes are proposed to adjust setbacks to accommodate future recreational uses efficiently within properties with this zoning classification. Redline copies of the aforementioned sections are attached. Staff recommends approval of the proposed amendments.
- ii. **Public Hearing- Opened by Malmquist**

Krzywicki mentioned the nonprofit that was going in at the sod farm and asked if that is projected to be inside Transitional Ag.

Solberg said that it was.

Krzywicki then asked if that was the reason that some of the red line items were included in these line items.

Solberg said this is just a general review, but the changes would fit their use.

Krzywicki then asked if that wasn't included if there would be a problem.

Solberg said that yes, it could potentially be a problem.

Malmquist asked for further public comment and, seeing none, closed the Public Hearing.

Hill brought up she saw they are changing some of the setbacks and wanted to know what criteria was used in the development of the setbacks.

Solberg said there was some developer input provided on some of these setbacks, as well as their consideration of what recreational uses are there and other TA districts in our jurisdiction, and what recreational uses can be used on those lots as well and how much of an impact those setbacks could cause.

Hill asked if it had been taken into consideration into future street widening issue or easement issues.

Solberg said they are not expecting any street widening issues on many of these lots. He said there aren't many lots left in TA and it's not one of the considerations that you make when looking at zoning district setbacks. He said there really is no way to tell if a road is going to expand in the next 50-150 years, you just have to go with the flow. He said a lot of times when properties

are developed then you have the road expansion and they buy the right of way. He said those buildings or structures are at the setback line are legally nonconforming, so they're still okay they just cannot be restructured at that spot.

Hill said she looked at some zoning jurisdictions in our surrounding communities and said a couple of things that caught her eye in their Residential Agriculture Zoning District, particularly Springfield, their setbacks are at 50 foot and that Papillion's appears to be the same way. She said that seems more reasonable if you consider future growth and safety concerns too.

Solberg said one thing to consider here in Transitional Agriculture is the word transitional. He mentioned the cities of Springfield and Papillion are further south and closer to agricultural uses. He said as we are transitioning into a more urban state the setbacks are starting to reduce as was noticed in the Mixed Use Development District that was approved a few months ago. There are no setbacks in that district. He noted as we get more condensed we're talking shorter setbacks and more urban style development.

Hill then asked if putting in side street yard setbacks was ever considered.

Solberg said there is a section under our definitions that shows a picture of what we consider the setbacks for side street yards. He said they are considered front yards under the definition. He said it is on the very last page of our definitions of our zoning ordinance.

Hill said she is not comfortable with our setbacks. She has safety issues, growth issues, and easement issues. She said if we set this and down the road it will be costly if we have to change something.

Solberg asked costly in what way.

Hill said costly to the city in time and effort.

Malmquist said the current permitted uses in the front yard is 75 feet as well as the proposed.

Hill said that the proposed is to drop it down to 20 feet in recreational use.

Solberg said these setbacks are similar to the C-3 zoning district.

Miller asked if there have been any issues in regards to Hill's concerns.

Solberg said they had a building come up and then they did an expansion of a road and there were no setback issues.

Krzywicki asked if they typically had sufficient right of ways to accommodate the road widening in the future.

Solberg said that typically they do, there's a number of right of ways that have been made priority over the years and we have developed enough right of way whether it's 100 feet for Giles, which allows for sufficient expansion if we need

to add on even more, but every once in a while we do have to buy some right of way, but typically that's part of the reason that you plan. You plan for that additional right of way ahead of time because of those arterial roads. He said it also depends on where these lots are at, it could be a local road, and it could be an arterial road.

Gahan said he is knowledgeable, but he's not an expert as staff is. He said he trusts staff and they know what they are doing and understands the significance of the changes. He then moved to make a recommendation.

- iv. **Recommendation:** Gahan moved, seconded by Wetuski to the City Council approval of item 4E, the Zoning Ordinance Text Amendments, Section 5.05. **Ayes: Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, Sargus, and Miller. Nays: Hill. Abstain: None. Absent: None. Motion Carried. (8-1)**

F. Public Hearing regarding amendments to the City of La Vista Comprehensive Plan – Future Land Use Map, amendments to the Zoning Map (Rezoning), and a Preliminary Plat – Tax Lot 4 Exc S 1551.37 ft & Exc ROW – LB Southwest Investments, LLC

- i. **Staff Report – Chris Solberg:** Solberg stated the applicant, LB Southwest, LLC is requesting a Comprehensive Plan Amendment to the Future Land Use Map, as well as a Zoning Map Amendment, rezoning, from I-1 Light Industrial and C-1 Shopping Center Commercial with a Gateway Corridor District to C-3 Highway Commercial/ Office Park District with a Gateway Corridor Overlay District and PUD Planned Unit Development Overlay District, as well as a Preliminary Plat for Woodhouse Place. The lot in question is Tax Lot 4 EXC S 1551.37 FT and EXC ROW 23-14-11, generally located on the southwest intersection of Giles Road and 144th Street. Staff recommends approval of the Comprehensive Plan Amendment – Future Land Use Map as the recommendation is consistent with the Comprehensive Plan for Commercial and Industrial to entirely Commercial. Staff also recommends approval of the Amendment to the Zoning Map, rezoning, as the request is consistent with the Zoning Ordinance and the Comprehensive Plan. Finally, staff recommends approval of the Preliminary Plat contingent on the approval of the amendment to the Future Land Use Map of the Comprehensive Plan and the amendment to the Zoning Map as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

ii. Public Hearing – Opened by Malmquist

Mark Johnson, at 11440 West Center Road, came up and spoke on behalf of the applicant. He said that the area in question is approximately 30.5 acres and is located on the southwest corner of 144th and Giles. It is currently zoned one half I-1 and one half C-1. The request before them, which is the same thing as the Future Land Use Map and part of the Comprehensive Plan, is to rezone the entire property. Number one, the Future Land Use Map component of that land and number two, to rezone that entire property C-3 with a Gateway Corridor District and PUD overlay to allow for commercial auto sales. He then invited the commission to ask questions.

Malmquist asked for further public comment and, seeing none, closed the Public Hearing.

- iii. **Recommendation – Amendment to the Comprehensive Plan – Future Land Use Map:** Krzywicki moved, seconded by Alexander to recommend to the City Council approval of the amendment to the Future Land Use Map of the Comprehensive Plan from Commercial and Industrial to entirely Commercial. **Ayes:** Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, Sargus, Hill, and Miller. **Nays:** None. **Abstain:** None. **Absent:** None. **Motion Carried.** (9-0)
- iv. **Recommendation – Amendment to the Zoning Map (Rezoning):** Krzywicki moved, seconded by Wetuski to recommend to the City Council approval of the amendment to the Zoning Map, Rezoning, from I-1 Light Industrial and C-1 Shopping Center Commercial with a Gateway Corridor District, to C-3 Highway Commercial / Office Park District with a Gateway Corridor District and a PUD Planned Unit Development District, contingent on the approval of the amendment to the Future Land Use Map of the Comprehensive Plan as the request is consistent with the Zoning Ordinance and the Comprehensive Plan. **Ayes:** Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, Sargus, Hill, and Miller. **Nays:** None. **Abstain:** None. **Absent:** None. **Motion Carried.** (9-0)
- v. **Recommendation – Preliminary Plat:** Krzywicki moved, seconded by Miller to recommend to the City Council approval of the preliminary plat, contingent on the approval of the amendment to the Future Land Use Map of the Comprehensive Plan and the amendment to the Zoning Map, Rezoning, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan. **Ayes:** Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, Sargus, Hill, and Miller. **Nays:** None. **Abstain:** None. **Absent:** None. **Motion Carried.** (9-0)

G. Revisions to the Final Plat, La Vista City Centre – City Ventures

- i. **Staff Report – Chris Solberg:** Solberg stated on July 19, 2016, the City Council approved the application for the Final Plat of lots 1-17 and Outlots A-C, La Vista City Centre, submitted by La Vista City Centre, LLC, on behalf of the property owners, Brentwood Crossing Associates, Brentwood Crossing Associates II, and Brentwood Crossing Associates III, generally located southeast of 84th and Summer Drive. However, since the approval of the Final Plat by the City Council, a few relatively minor changes to the document have been considered to be necessary prior to recording. He said the changes are noted in the staff report. Staff recommends approval of the revisions to the La Vista City Centre Final Plat, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

Krzywicki noted in the report it mentioned Lot 3 has increased in size. He asked if they were supposed to receive that prior Plat and the revised one.

Solberg said yes, they should have a red lined version of the changes. He said that you can barely see the changes from Lot 3. He noted you can see the red line strick-through the number 91.

Krzywicki asked if they had a prior map showing them what it was before. He said the map behind that has the exact same measurements. He said it looks like a duplicate of the same map.

Solberg said the red line version does not have the old measurements on it, but he can provide those for him if he wanted them.

Krzywicki said he didn't know whether the intent was to have a prior map and a revised version of the two plans. He said it looks like the plans are identical.

Solberg said the red lines on the first document just show where the new lot lines are, there are no references to the original distances.

Chris Erickson, 905 Jones Street, came forward and spoke. He said the requested changes are for a couple of things. He said the Lot 3 revision is to increase the size of that lot slightly due to the negotiations with First National they are attempting to relocate to that site and they need a little bit more room to make that work. He said the Outlot C adjustment they have requested reshapes that lot slightly to allow for a private drive to go through where they are envisioning that hotel to go. He said the other two adjustments at the north and west end are really to leave the two existing lots just as they are temporarily in order to allow them to continue the discussions regarding existing land leases and give them a little more time because their closing and recording of the plat is very rapidly approaching. He said he is fairly confident they will be there with First National, it will take a little bit longer with the guys that own the Chili's. He then said their vision for the project hasn't changed one bit, it's just really to buy them some more time and make a couple minor tweaks.

Sargus asked if the Chili's is planning to move somewhere else.

Mr. Erickson said long-term, Chili's the operator, has a really complex ownership structure. The operator has a very strong desire to stay on the site and be a part of the project long-term. He said there is another layer of folks that own the building that are technically the folks that will be their tenants and they're not quite as motivated by the success of their tenant operations, however, they are trying to work through that process with them. He said there will come a point where their lease expires and then they will take over ownership of that building and at that point they are certain that they will be able to bring to fruition their vision for that entrance. He said it could happen sooner possibly, but they are still working through those negotiations and there's a party in the middle, the tenant, who has great intentions for the site and those that don't really have the same motivations, so they are just working through that process right now.

Solberg told Krzywicki he had found the original plat that was approved by the Planning Commission. He put it up on the screen in case there were any questions about Lot 3 or any of the other lots of the original Final Plat compared to what he has now.

Krzywicki verified that was the original being shown.

Solberg said yes, that was the original.

- ii. **Recommendation:** *Miller* moved, seconded by *Hill* to recommend to the City Council approval of the revisions to the La Vista City Centre Final Plat, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations. **Ayes:** *Krzywicki, Circo, Alexander, Gahan, Wetuski, Malmquist, Sargus, Hill, and Miller.* **Nays:** *None.* **Abstain:** *None.* **Absent:** *None.* **Motion Carried.** (9-0)

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

6. Comments from Planning Commission
Gahan brought up item 4D in regards to the public hearing for the zoning map amendment and said he agreed with the vote of the Commission, but he had a problem with the gentleman from Bradco who is attempting to operate his business within the light industrial zoning ordinance and he is having trouble expanding his business and getting new business to come in. He feels the city should look and see what can be done to help those individuals who are playing by the rules, but are having difficulty expanding their business or trying to make their businesses survive.

Solberg said that is dually noted, but we are limited on what we can do. He said we do work with Sarpy County Economic Development and realtors directly whenever they do have any requests to help them find tenants to fill those buildings. He said a lot of the discussion that was heard tonight was centered on outdoor storage, which is not allowed in that district.

Sargus said he heard a mixed message in regards to Torczon, that he would say one thing and then a couple of sentences later say that he is planning on building another building. He said maybe the wording is working, maybe it's keeping the type of businesses we want in there.

Solberg said in that subdivision alone, if you drive out there, there are currently two buildings under construction and it's not stopping further development.

Gahan mentioned Kevin Kajdasz, who owns a home in the area, is also a business owner and he's saying there must be somewhere in the middle where we can meet and have both sides happy. Gahan said he felt what Kevin said was very important.

Sargus agreed he felt it was very important and also felt he was uninformed. He felt like Kevin did not do his homework before he came. He said it seemed there were two issues going on, one was the rules of I-1 and the other was what one particular business did.

Gahan said he agreed with that, but that carried over to the Bradco gentleman who is attempting to ensure his business will be successful. He said the issue with Torco is he wants to grow his business and he feels he's being limited. Gahan just wanted to bring that to the city's attention.

Solberg thanked Gahan and said he has noted it and asked if he had any specific recommendations.

Gahan said he didn't, he was just listening tonight.

Solberg said it would be noted in the minutes.

Circo noted there are other businesses in there that, like a cement truck pumping company that warehouses all of their vehicles inside, so there are businesses that are utilizing the building in that area for what it's zoned for without having outdoor storage.

Solberg said one their biggest issues is Armour Storage. They are going through some legal remedies to chase after them, so they are trying to do some enforcement actions to make sure it's fair across the board for the rest of those tenants.

7. Comments from Staff

Solberg said they are still working on the Comprehensive Plan.

8. Adjournment

Meeting adjourned by Malmquist at 8:44 pm

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chairperson

Approval Date

A-4

Invoice



FELSBURG
HOLT &
ULLEVIG

connecting and enhancing communities

Mail Payments to:
PO Box 911704
Denver, CO 80291-1704
303.721.1440 • 303.721.0832 fax

September 19, 2016
Project No: 115453-02
Invoice No: 17474

Mr. John Kottmann, PE
City Engineer
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

Project 115453-02 Nebraska Multisport
Professional Services for the Period: June 1, 2016 to August 31, 2016

Professional Personnel

	Hours	Rate	Amount
Engineer V Meisinger, Mark	12.25	150.00	1,837.50
Engineer IV Andersen, David	11.50	135.00	1,552.50
Labor	23.75		3,390.00
Total Labor			3,390.00

Reimbursable Expenses

Mileage			
8/24/2016	Meisinger, Mark	paypal	8.10
	Total Reimbursables		8.10

In-House Units

Color Printing			
	43.0 Prints @ 0.19	8.17	
Total In-House		8.17	8.17

TOTAL AMOUNT DUE \$3,406.27

Billed-To-Date Summary

	Current	Prior	Total
Labor	3,390.00	600.00	3,990.00
Expense	8.10	6.48	14.58
In-House	8.17	4.39	12.56
Totals	3,406.27	610.87	4,017.14

Project Manager Mark Meisinger

O.K. to pay
MK 9-22-2016
05.71.0900.01

A-5

September 30, 2016

Mayor and City Council Members

City of La Vista

c/o Mr. John Kottmann, P.E.

City Engineer

9900 Portal Road

La Vista, Nebraska 68128

RE: Thompson Creek Channel Rehabilitation – Group B Channel Reconstruction
TD2 File No. 171-408.116

CERTIFICATE OF COMPLETION

Mayor and Council Members:

We hereby certify that Anderson Excavating Co. has completed the construction of the above-referenced project in substantial compliance with the plans and specifications.

The work was satisfactorily performed and final payment is recommended.

Respectfully submitted



Bradley P. Huyck, P.E.
Project Engineer

THOMPSON, DREESSEN & DORNER, INC.

BPH/tjp

FINAL PAYMENT RECOMMENDATION ON CONTRACT FOR THOMPSON CREEK CHANNEL
REHABILITATION GROUP B – CHANNEL RECONSTRUCTION

Owner: The City of La Vista, Nebraska
8116 Park View Blvd.
La Vista, Nebraska 68128

Contractor: Anderson Excavating Co.
1920 Dorcas Street
Omaha, NE 68108

ORIGINAL CONTRACT AMOUNT: \$1,332,728.50

REVISED CONTRACT AMOUNT PER CHANGE ORDER NO. 3 \$1,389,763.08

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATIONS: \$1,347,693.44

Item	Description	Approx. Quantities		Unit Price		Amount	
Demolition and Grading:							
1	Clearing and Grubbing	1.0	L.S.	\$ 40,540.00	/	L.S.	\$ 40,540.00
2	Stockpile and Redistribute Topsoil (6,500 C.Y. Moved Twice), Established Quantity	12,000	C.Y.	\$ 10.00	/	C.Y.	\$ 120,000.00
3	Common Earthwork, In Place, Established Quantity	21,500	C.Y.	\$ 6.00	/	C.Y.	\$ 129,000.00
4	Haul Excess Soil to NRD Levee Site	15,875	C.Y.	\$ 8.00	/	C.Y.	\$ 127,000.00
5	Haul Excess Soil Off Site and Dispose	10,950	C.Y.	\$ 9.00	/	C.Y.	\$ 98,550.00
6	Remove and Dispose Existing Headwall Structure and Railing	1	EA.	\$ 3,000.00	/	EA.	\$ 3,000.00
7	Remove Existing Gabion Baskets and Salvage Stone On Site	155	C.Y.	\$ 15.00	/	C.Y.	\$ 2,325.00
8	Remove and Dispose 24" - 30" Storm Sewer	150	L.F.	\$ 30.00	/	L.F.	\$ 4,500.00
9	Remove and Dispose 48" Storm Sewer	8	L.F.	\$ 45.00	/	L.F.	\$ 360.00
10	Remove and Dispose P.C.C. Pavement	235	S.Y.	\$ 4.50	/	S.Y.	\$ 1,057.50
11	Remove and Dispose 4' Tall Chain Link Fence	310	L.F.	\$ 5.00	/	L.F.	\$ 1,550.00
12	Remove, Salvage and Relocate 4' Tall Chain Link Fence	140	L.F.	\$ 12.00	/	L.F.	\$ 1,680.00
13	Remove and Salvage Playground Equipment	1	EA.	\$ 8,000.00	/	EA.	\$ 8,000.00
14	Remove and Dispose Sand Volleyball Court and Equipment	1	EA.	\$ 2,000.00	/	EA.	\$ 2,000.00
Infrastructure Installation:							
15	30" Storm Sewer Plug, In Place	2	EA.	\$ 800.00	/	EA.	\$ 1,600.00
16	Flowable Fill In Abandoned Storm Sewer, In Place	25	C.Y.	\$ 240.00	/	C.Y.	\$ 6,000.00
17	Construct 5' x 5' Junction Box w/ Weir, In Place	1	EA.	\$11,000.00	/	EA.	\$ 11,000.00
18	Construct 54" I.D. Storm Sewer Manhole, In Place	30	V.F.	\$ 750.00	/	V.F.	\$ 22,500.00
19	Construct 54" I.D. Flat Top Storm Sewer Manhole, In Place	10	V.F.	\$ 800.00	/	V.F.	\$ 8,000.00
20	Construct 60" I.D. Flat Top Storm Sewer Manhole, In Place	6	V.F.	\$ 850.00	/	V.F.	\$ 5,100.00
21	Standard Manhole Ring and Cover, in Place	5	EA.	\$ 500.00	/	EA.	\$ 2,500.00

Final Payment Recommendation

Thompson Creek Channel Rehabilitation Group B – Channel Reconstruction

September 30, 2016

Page 2

Item	Description	Approx. Quantities		Unit Price		Amount	
22	Construct 24" - 30" Concrete Collar, In Place	3	EA.	\$ 1,600.00	/	EA.	\$ 4,800.00
23	Construct 24" HDPE Storm Sewer w/ Bedding, In Place	87	L.F.	\$ 175.00	/	L.F.	\$ 15,225.00
24	Construct 30" HDPE Storm Sewer w/ Bedding, In Place	110	L.F.	\$ 125.00	/	L.F.	\$ 13,750.00
25	Construct 30" RCP Storm Sewer, Class III, W/ Bedding, In Place	220	L.F.	\$ 200.00	/	L.F.	\$ 44,000.00
26	Construct 42" HDPE Storm Sewer w/ Bedding, In Place	17	L.F.	\$ 225.00	/	L.F.	\$ 3,825.00
27	Construct Type II Curb Inlet, In Place	1	EA.	\$ 7,500.00	/	EA.	\$ 7,500.00
28	Construct Type III Curb Inlet, In Place	1	EA.	\$ 7,500.00	/	EA.	\$ 7,500.00
29	Construct Edgewood Boulevard Culvert Dissipation Structure	1	EA.	\$20,000.00	/	EA.	\$ 20,000.00
30	Storm Sewer Anchor System, In Place	10	EA.	\$ 1,000.00	/	EA.	\$ 10,000.00
31	Construct SAFL Baffle System, In Place	4	EA.	\$ 1,800.00	/	EA.	\$ 7,200.00
32	Type "B" Riprap w/ Geotextile Fabric, In Place	296.1	TON	\$ 36.00	/	TON	\$ 10,659.60
33	Construct 4" P.C.C. Sidewalk Pavement, In Place	84	S.Y.	\$ 5.00	/	S.Y.	\$ 420.00
34	Construct 6" P.C.C. Driveway Pavement, In Place	85	S.Y.	\$ 6.00	/	S.Y.	\$ 510.00
35	Construct 7" P.C.C. Pavement, In Place	96	S.Y.	\$ 12.00	/	S.Y.	\$ 1,152.00
	Special Treatments:						
36	Geo-Wrapped Soil Lifts, In Place	2,174	S.F.	\$ 25.00	/	S.F.	\$ 54,350.00
37	Creek Toe Stone Revetment and Bedding, In Place	2,000	L.F.	\$ 35.00	/	L.F.	\$ 70,000.00
38	Wetland Soil Amendment, In Place	2,995	C.Y.	\$ 10.00	/	C.Y.	\$ 29,950.00
39	Cross-Vane Grade Control Structure, In Place	13	EA.	\$ 5,000.00	/	EA.	\$ 65,000.00
40	Gabion Baskets W/ Recycled Stone, In Place	67	C.Y.	\$ 105.00	/	C.Y.	\$ 7,035.00
41	Tensar Bionet C125BN (Or Approved Equal, In Place	4,400	S.Y.	\$ 2.75	/	S.Y.	\$ 12,100.00
42	Tensar Bionet SC150BN (Or Approved Equal), In Place	28,320	S.Y.	\$ 2.00	/	S.Y.	\$ 56,640.00
	Erosion Control:						
43	Maintain and Remove Stabilized Construction Entrance	3	EA.	\$ 1,500.00	/	EA.	\$ 4,500.00
44	Maintain and Remove Inlet Filters	14	EA.	\$ 125.00	/	EA.	\$ 1,750.00
45	Maintain Fabric Silt Fence, In Place	3,390	L.F.	\$ 2.50	/	L.F.	\$ 8,475.00
46	Remove and Dispose Fabric Silt Fence	3,390	L.F.	\$ 1.00	/	L.F.	\$ 3,390.00
47	Water Management, Complete	1	L.S.	\$98,400.00	/	L.S.	\$ 98,400.00
48	United Seed Super Turf 2 Permanent Seed w/ Straw Mulch	3.0	AC.	\$ 3,000.00	/	AC.	\$ 9,000.00
49	Maintain and Remove Orange Safety Fence	430	L.F.	\$ 1.00	/	L.F.	\$ 430.00

Final Payment Recommendation
 Thompson Creek Channel Rehabilitation Group B – Channel Reconstruction
 September 30, 2016
 Page 3

Item	Description	Approx. Quantities		Unit Price		Amount	
Planting:							
50	Stream Bank Seeding, In Place	0.46	AC.	\$ 3,500.00	/ AC.	\$ 1,610.00	
51	Low Prairie Seeding, In Place	1.47	AC.	\$ 2,800.00	/ AC.	\$ 4,116.00	
52	Upland Prairie Seeding, In Place	2.75	AC.	\$ 2,000.00	/ AC.	\$ 5,500.00	
53	Wet Meadow Seeding, In Place	0.7	AC.	\$ 3,000.00	/ AC.	\$ 2,100.00	
54	Access Path Seeding, In Place	0.1	AC.	\$20,000.00	/ AC.	\$ 2,000.00	
55	Willow Live Stakes, In Place	2,050	EA.	\$ 20.00	/ EA.	\$ 41,000.00	
56	Install 1-1/2" Caliper trees, In Place	7	EA.	\$ 450.00	/ EA.	\$ 3,150.00	
57	Install Six Feet Tall Conifer Trees, In Place	4	EA.	\$ 450.00	/ EA.	\$ 1,800.00	
58	Deep Cell Plugs, In Place	1,600	EA.	\$ 10.00	/ EA.	\$ 16,000.00	
59	Year One Maintenance For Project Area	0	L.S.	\$15,000.00	/ L.S.	\$ 0.00	
60	Year Two Maintenance For Project Area	0	L.S.	\$10,000.00	/ L.S.	\$ 0.00	
61	Year Three Maintenance For Project Area	0	L.S.	\$ 8,000.00	/ L.S.	\$ 0.00	
Parkland Amenities:							
62	Reinstall Salvaged Playground Equipment at Triangle Park	1	EA.	\$87,155.56	/ EA.	\$ 87,155.56	
63	Construct Volleyball Court, In Place	1	EA.	\$14,000.00	/ EA.	\$ 14,000.00	
64	Install New 42" Tall Galvanized Chain Link Fence, In Place	120	L.F.	\$ 12.00	/ L.F.	\$ 1,440.00	
65	Install Six Feet Tall, White PVC Privacy Fence, In Place	60	L.F.	\$ 20.00	/ L.F.	\$ 1,200.00	
Hourly Rates:							
66	Labor	16	HRS	\$ 40.00	/ HRS	\$ 640.00	
67	CAT 257B (Or Equivalent) W/ Operator	16	HRS	\$ 95.00	/ HRS	\$ 1,520.00	
68	CAT 225 (Or Equivalent) W/ Operator	16	HRS	\$ 150.00	/ HRS	\$ 2,400.00	
69	CAT D7 (Or Equivalent) W/ Operator	16	HRS	\$ 140.00	/ HRS	\$ 2,240.00	
70	CAT 977 (Or Equivalent) W/ Operator	16	HRS	\$ 140.00	/ HRS	\$ 2,240.00	
71	Side Dump Truck (Or Equivalent) W/ Operator	16	HRS	\$ 110.00	/ HRS	\$ 1,760.00	
SUBTOTAL						\$1,364,695.66	
Additions per Change Order No. 2:							
2.1	Repair of Grade Control Structure Upstream from 72 nd Street	1	EA.	\$ 11,901.35	/ EA.	\$ 11,901.35	
2.2	Drain Tile Extensions from Residences	1	L.S.	\$ 6,095.00	/ L.S.	\$ 6,095.00	
2.3	Additional Finish Grading on Residential Properties	1	L.S.	\$ 2,300.00	/ L.S.	\$ 2,300.00	
Total Additions per Change Order No. 2						\$ 20,296.35	
Additions per Change Order No. 3:							
3.1	Park View Boulevard utility conflicts	1	L.S.	\$ 1,332.92	/ L.S.	\$ 1,332.92	
3.2	Repair of Grade Control Structure Upstream of 72 nd Street	1	L.S.	\$ 8,118.16	/ L.S.	\$ 8,118.16	
3.3	73 rd Avenue Paving and Storm Sewer Repairs	1	L.S.	\$ 20,512.09	/ L.S.	\$ 20,512.09	

Final Payment Recommendation

Thompson Creek Channel Rehabilitation Group B – Channel Reconstruction

September 30, 2016

Page 4

Item	Description	Approx. Quantities	Unit Price	Amount
3.4	Additional Repairs to Channel Slope Downstream of Edgewood Boulevard	1 L.S.	\$ 10,779.50 / L.S.	\$ 10,779.50
3.5	Additional Seeding and Erosion Matting	0 L.S.	\$ 20,000.00 / L.S.	\$ 0.00
3.6	Additional Park View Boulevard Sidewalk Repairs	428 S.F.	\$ 5.00 / S.F.	\$ 2,140.00
	Total Additions per Change Order No. 3			\$ 42,882.67
	Deductions per Change Order No. 1:			
	October 9, 2015 Completion Date			
	October 19 to December 23 (Complete)	66 days	\$ 100.00 / day	(\$ 6,600.00)
	November 1, 2015 Completion Date			
	November 9 to December 23 and March 14 to July 11 (suspended)	165 days	\$ 100.00 / day	(\$ 16,500.00)
	May 1, 2016 Completion Date			
	May 9 to July 11 (suspended)	64 days	\$ 100.00 / day	(\$ 6,400.00)
	TOTAL DEDUCTIONS			(\$ 29,500.00)
	TOTAL			\$1,389,374.68
	LESS PREVIOUS PAYMENT			
	RECOMMENDATIONS			\$1,347,693.44
	AMOUNT DUE CONTRACTOR			\$ 41,681.24

We recommend that payment in the amount of \$41,681.24 be made to Anderson Excavating Co.

Respectfully submitted,

Bradley P. Huyck, P.E.
Project Engineer

THOMPSON, DREESSEN & DORNER, INC.

BPH/tjp

cc: Anderson Excavating Co.

O.K. to pay

BFM 9-23-2016

05.71.0855.03 (City)



INVOICE

15080 A Cir
Omaha, NE 68144-5558
402-330-2202

Project Mgr: Steve Hudson

Project: Brentwood Crossing Shopping Center
7875 South 84th Street
LaVista, NE

To: City of LaVista Public Works
Attn: John Kottmann
9900 Portal Road
LaVista, NE 68128

REMIT TO:**Invoice Number: T817722**

Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

Project Number: 05167877
Invoice Date: 9/12/2016
For Period: 7/31/2016 to 9/10/2016

Quantity	Description of Services	Rate	Total
1.00 L.S.	Environmental Hazard Inspection Services (August, 2016)	\$8,150.00	\$8,150.00

Invoice Total **\$8,150.00**

Statement of Account	
Contract Amount	\$8,150.00
Amount Previously Billed	\$0.00
Total Due this Invoice	\$8,150.00
Total Billed	\$8,150.00
Payments to Date	\$0.00
Total Due	\$8,150.00

a.k. to pay

8MK 9-14-2016

CD-17-007

05.71.0908.02

TERMS: DUE UPON PRESENTATION OF INVOICE



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

INVOICE

A-7

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-6860 Fax: 402/330-5866

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

CITY OF LA VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 117303
Date 09/23/2016
Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from July 18, 2016 through September 23, 2016

P.O. #15-0092/16-0094

Description	Current Billed
Task A-Project Start-up	0.00
Task B-Design Development	0.00
Task C-Construction Documentation	0.00
Task D-Phase 2 Grant Acquisition	0.00
Task E-Pre-Construction Monitoring	0.00
Construction Phase Services	3,020.56
Contract Administration and Project Management	\$1,790.81
Erosion Control Monitoring and Reporting Services	965.05
Construction Staking	80.00
Construction Observation	184.70
Additional Services - OPPD	0.00
	Total 3,020.56

Invoice total 3,020.56

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
117303	09/23/2016	3,020.56	3,020.56	0.00	0.00	0.00	0.00
	Total	3,020.56	3,020.56	0.00	0.00	0.00	0.00

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

O.K. to pay
JMK 9-23-2016
05.71.0855.03 (City)

A 8

Invoice



601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

September 19, 2016

Invoice No: 260392

Invoice Total \$26,561.15

John Kottmann
City Engineer/Assistant Public Works Director
City of La Vista NE
8116 Park View Blvd
La Vista, NE 68128-2198

OA Project No. A16-0546 City of LaVista 84th Street Redevelopment Site Preparation
Professional services rendered August 7, 2016 through September 10, 2016 for work completed in accordance with
agreement dated June 21, 2016.

Phase 100 Survey Verification

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	5,000.00	5,000.00
Limit			5,000.00
			Total this Phase 0.00

Phase 110 Survey (Post Construction Verification)

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			10,000.00
Balance Remaining			10,000.00
			Total this Phase 0.00

Phase 200 Utility & Tenant Coordination

Labor

	Hours	Rate	Amount
Principal Egelhoff, Anthony	4.50	157.00	706.50

Project	A16-0546	LaVista 84th St Site Preparation			Invoice	260392
Project Professional						
Jelinek, Brian		25.50	121.00	3,085.50		
Totals		30.00		3,792.00		
Total Labor						3,792.00
Billing Limits						
Total Billings		Current	Prior	To-Date		
Limit		3,792.00	6,186.00	9,978.00		
Balance Remaining				15,000.00		
				5,022.00		
			Total this Phase			\$3,792.00
Phase	210	Preliminary Construction Documents				
Billing Limits						
Total Billings		Current	Prior	To-Date		
Limit		0.00	13,168.25	13,168.25		
Balance Remaining				15,000.00		
				1,831.75		
			Total this Phase			0.00
Phase	220	Final Construction Documents				
Labor						
Principal		Hours	Rate	Amount		
Egelhoff, Anthony		16.50	157.00	2,590.50		
Project Professional						
Galley, Eric		20.50	121.00	2,480.50		
Assistant Professional						
Niewohner, Philip		94.75	88.00	8,338.00		
CAD Operator						
Flaxbeard, John		15.50	48.00	744.00		
Hastings, Douglas		12.50	100.00	1,250.00		
Turek, Zachary		33.00	48.00	1,584.00		
Survey						
Hanna, Daniel		2.00	100.00	200.00		
Rokusek, Zachary		3.50	140.00	490.00		
Totals		198.25		17,677.00		
Total Labor						17,677.00
Billing Limits						
Total Billings		Current	Prior	To-Date		
Limit		17,677.00	1,334.00	19,011.00		
Balance Remaining				30,000.00		
				10,989.00		

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	260392
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Total this Phase **\$17,677.00**

Phase 300 Project Management

Labor

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	21.50	157.00	3,375.50
Project Professional			
Galley, Eric	14.00	121.00	1,694.00
Totals	35.50		5,069.50
Total Labor			5,069.50

Billing Limits	Current	Prior	To-Date
Total Billings	5,069.50	5,643.50	10,713.00
Limit			20,000.00
Balance Remaining			9,287.00
Total this Phase			\$5,069.50

Phase 400 On-Site Construction Administration

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			10,000.00
Balance Remaining			10,000.00
Total this Phase			0.00

Phase 410 SWPPP Inspections

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			8,000.00
Balance Remaining			8,000.00
Total this Phase			0.00

Phase 420 On-Site Construction Observation

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	260392
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Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				15,000.00
Balance Remaining				15,000.00
		Total this Phase		0.00

Phase	430	Special Inspections / Testing
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Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				42,000.00
Balance Remaining				42,000.00
		Total this Phase		0.00

Phase	900	Expenses
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Reimbursable Expenses

Personal Vehicle Mileage	10.80
Total Reimbursables	10.80

Unit Billing

Duplication-KIP	18.0 Feet @ 0.20	3.60
Field Vehicle	11.0 Miles @ 0.75	8.25
Total Units		11.85

Billing Limits		Current	Prior	To-Date
Total Billings		22.65	2,461.77	2,484.42
Limit				10,000.00
Balance Remaining				7,515.58
		Total this Phase		\$22.65

AMOUNT DUE THIS INVOICE \$26,561.15

Outstanding Invoices

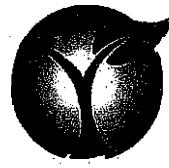
Number	Date	Balance
259837	8/25/2016	33,793.52
Total		33,793.52

O.K. to pay
JM 9-23-2016
CD-17-007
05.71.0908.02

Authorized By: Eric Galley

Yano's Nursery
5240 S 192nd St
Omaha, NE 68135-2000
(402) 895-1535
info@yanosnursery.com
http://yanosnursery.com

Invoice



**YANO'S
NURSERY**
EST. 1987

A-9

BILL TO:
City of La Vista
9900 Portal Rd.
La Vista, NE 68128

SHIP TO:
City of La Vista
9900 Portal Rd.
La Vista, NE 68128

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4832	09/07/2016	\$5,000.00	09/07/2016	Due on receipt	

PROJECT NAME
Thompson Creek Maintenance

ACTIVITY	QTY	RATE	AMOUNT
Commercial Contract:As Per Contract Channel Maintenance (Mowing 1 of 3 for First Year of Contract)	1	4,000.00	4,000.00T
Labor:Clean Up Rip Rap Aprons: Clean Out Debris & Trash Once a Year	1	500.00	500.00T
Labor:Clean Up Cross-vane Structures: Clean Out Debris & Trash Once a Year	1	500.00	500.00T
Labor & Materials:Seeding Remedial Seeding: One Time Per Year (Will Be Done in Spring)	1	0.00	0.00T
Plants:Plants Remedial Plantings: One Time Per Year (Will Be Done in Spring)	1	0.00	0.00T
We Appreciate Your Business!			
	SUBTOTAL		5,000.00
	TAX (0%)		0.00
	TOTAL		5,000.00
	BALANCE DUE		\$5,000.00

O.K. to pay
JMK 9-20-2016
05.71.0855.03

APCHCKRP
04.05.16

Fri Sep 30, 2016 12:05 PM

City of LaVista
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 1
A-10

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1 BK NE CKG MAIN (600-873)									
122257	9/21/2016	3132	DEARBORN NATIONAL LIFE INS CO	4,337.80					**MANUAL**
122258	9/21/2016	1194	QUALITY BRANDS OF OMAHA	156.35					**MANUAL**
122259	9/21/2016	190	LOGAN SIMPSON DESIGN INC	4,286.22					
122260	9/21/2016	147	CHRIS MADDEN	2,238.58					
122261	9/21/2016	497	N L & L CONCRETE	39,549.38					
122262	9/21/2016	2995	OLSSON ASSOCIATES	33,793.52					
122263	9/21/2016	143	THOMPSON DREESSEN & DORNER	4,442.95					
122264	9/27/2016	301	CITY OF PAPILLION	150,654.00					
122265	9/30/2016	762	ACTION BATTERIES UNLTD INC	439.90					
122266	9/30/2016	571	ALAMAR UNIFORMS	447.99					
122267	9/30/2016	2959	ALUMINUM ATHLETIC EQUIPMENT CO	12,330.00					
122268	9/30/2016	87	AMERICA'S FENCE STORE INC	110.38					
122269	9/30/2016	188	ASPHALT & CONCRETE MATERIALS	255.49					
122270	9/30/2016	849	BARONE SECURITY SYSTEMS	120.00					
122271	9/30/2016	453	BAUER BUILT TIRE	8,004.88					
122272	9/30/2016	1597	BERNAN	42.00					
122273	9/30/2016	4781	BISHOP BUSINESS EQUIPMENT	1,622.19					
122274	9/30/2016	196	BLACK HILLS ENERGY	1,695.20					
122275	9/30/2016	117	BRODART COMPANY	230.87					
122276	9/30/2016	76	BUILDERS SUPPLY CO INC	86.80					
122277	9/30/2016	2285	CENTER POINT PUBLISHING	302.58					
122278	9/30/2016	219	CENTURY LINK	.00					**CLEARED** **VOIDED**
122279	9/30/2016	219	CENTURY LINK	844.55					
122280	9/30/2016	2540	CENTURY LINK BUSN SVCS	56.65					
122281	9/30/2016	152	CITY OF OMAHA	179,528.46					
122282	9/30/2016	301	CITY OF PAPILLION	.00					**CLEARED** **VOIDED**
122283	9/30/2016	301	CITY OF PAPILLION	.00					**CLEARED** **VOIDED**
122284	9/30/2016	301	CITY OF PAPILLION	8,741.42					
122285	9/30/2016	431	CLASS C SOLUTIONS GROUP	488.66					
122286	9/30/2016	3176	COMP CHOICE INC	262.50					
122287	9/30/2016	313	CONRECO INCORPORATED	34.00					
122288	9/30/2016	463	CONVERGE ONE INC	1,654.78					
122289	9/30/2016	836	CORNHUSKER INTL TRUCKS INC	762.50					
122290	9/30/2016	707	CULLIGAN OF OMAHA	63.50					
122291	9/30/2016	10	DAIKIN APPLIED	14,958.00					
122292	9/30/2016	4981	DATASHIELD CORPORATION	39.50					
122293	9/30/2016	111	DEMCO INCORPORATED	600.36					
122294	9/30/2016	425	DH WIRELESS SOLUTIONS	2,303.38					
122295	9/30/2016	4076	DIGITAL ALLY INCORPORATED	3,495.00					
122296	9/30/2016	3892	DILLON BRQS HARLEY DAVIDSON	604.77					
122297	9/30/2016	59	DITCH WITCH OF OMAHA	52.40					
122298	9/30/2016	364	DULTMEIER SALES & SERVICE	10.73					
122299	9/30/2016	159	DXP ENTERPRISES INC	48.45					
122300	9/30/2016	3334	EDGEWEAR SCREEN PRINTING	88.00					
122301	9/30/2016	4663	EN POINTE TECHNOLOGIES SALES	3,126.36					
122302	9/30/2016	1245	FILTER CARE	117.75					
122303	9/30/2016	142	FITZGERALD SCHORR BARMETTLER	34,083.10					
122304	9/30/2016	3415	FOCUS PRINTING	646.00					
122305	9/30/2016	3984	G I CLEANER & TAILORS	510.85					
122306	9/30/2016	164	GRAINGER	17.14					
122307	9/30/2016	71	GREENKEEPER COMPANY INC	1,014.38					

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122308		9/30/2016	2224	FRED PETERSON		250.00			
122309		9/30/2016	1044	H & H CHEVROLET LLC		293.87			
122310		9/30/2016	426	HANEY SHOE STORE		323.33			
122311		9/30/2016	3657	HEARTLAND PAPER		152.00			
122312		9/30/2016	3681	HEARTLAND TIRES AND TREADS		987.60			
122313		9/30/2016	2407	HEIMES CORPORATION		229.25			
122314		9/30/2016	4178	HERITAGE CRYSTAL CLEAN LLC		634.29			
122315		9/30/2016	3549	HOLSTEIN'S HARLEY DAVIDSON		170.95			
122316		9/30/2016	2888	HOME DEPOT CREDIT SERVICES		145.79			
122317		9/30/2016	458	WILLIAM J IMIG		1,000.00			
122318		9/30/2016	1498	INDUSTRIAL SALES COMPANY INC		1,706.12			
122319		9/30/2016	2323	INGRAM LIBRARY SERVICES		3,684.48			
122320		9/30/2016	162	INLAND TRUCK PARTS		67.45			
122321		9/30/2016	3646	INTERNATIONAL CODE COUNCIL INC		149.00			
122322		9/30/2016	4928	INTERNATIONAL CODE COUNCIL INC		135.00			
122323		9/30/2016	4851	J & J SMALL ENGINE SERVICE		495.61			
122324		9/30/2016	100	JOHNSTONE SUPPLY CO		91.08			
122325		9/30/2016	483	DANIEL S KRAFT		50.00			
122326		9/30/2016	2394	KRIHA FLUID POWER CO INC		128.60			
122327		9/30/2016	494	KUBOTA OF OMAHA		132.63			
122328		9/30/2016	1883	LAKELAND ENGINEERING EQUIP CO		36.20			
122329		9/30/2016	2380	LEXIS NEXIS MATTHEW BENDER		362.31			
122330		9/30/2016	4784	LIBRARY IDEAS LLC		14.50			
122331		9/30/2016	1573	LOGAN CONTRACTORS SUPPLY		3,359.63			
122332		9/30/2016	263	LOVELAND GRASS PAD		65.80			
122333		9/30/2016	2124	LUKASIEWICZ, BRIAN		225.00			
122334		9/30/2016	346	MAX I WALKER UNIFORM RENTAL		.00	**CLEARED**	**VOIDED**	
122335		9/30/2016	346	MAX I WALKER UNIFORM RENTAL		816.81	**CLEARED**	**VOIDED**	
122336		9/30/2016	4943	MENARDS-RALSTON		.00	**CLEARED**	**VOIDED**	
122337		9/30/2016	4943	MENARDS-RALSTON		1,430.22			
122338		9/30/2016	3884	METRO LANDSCAPE MATERIALS &		2,240.00			
122339		9/30/2016	553	METROPOLITAN UTILITIES DIST.		.00	**CLEARED**	**VOIDED**	
122340		9/30/2016	553	METROPOLITAN UTILITIES DIST.		.00	**CLEARED**	**VOIDED**	
122341		9/30/2016	553	METROPOLITAN UTILITIES DIST.		7,032.87			
122342		9/30/2016	184	MID CON SYSTEMS INCORPORATED		323.70			
122343		9/30/2016	1526	MIDLANDS LIGHTING & ELECTRIC		114.93			
122344		9/30/2016	2299	MIDWEST TAPE		58.23			
122345		9/30/2016	1046	MIDWEST TURF & IRRIGATION		31.07			
122346		9/30/2016	4085	MNJ TECHNOLOGIES		436.00			
122347		9/30/2016	830	MOBOTREX MOBILITY & TRAFFIC		1,114.12			
122348		9/30/2016	2550	MSC INDUSTRIAL SUPPLY CO		4,414.82			
122349		9/30/2016	1028	NATIONAL EVERYTHING WHOLESALE		398.29			
122350		9/30/2016	132	NEBRASKA SALT & GRAIN COMPANY		3,361.26			
122351		9/30/2016	4973	NETWORK CRAZE TECHNOLOGIES INC		338.11			
122352		9/30/2016	26	NLA/NEMA CONFERENCE		130.00			
122353		9/30/2016	440	NMC EXCHANGE LLC		1,531.60			
122354		9/30/2016	1808	OCLC INC		129.42			
122355		9/30/2016	3778	ODEY'S INCORPORATED		445.20			
122356		9/30/2016	1014	OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**	
122357		9/30/2016	1014	OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**	
122358		9/30/2016	1014	OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**	
122359		9/30/2016	1014	OFFICE DEPOT INC		359.60			
122360		9/30/2016	79	OMAHA COMPOUND COMPANY		31.80			

BANK NO	BANK NAME	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
CHECK NO	DATE						
122361	9/30/2016	181	OMAHA SLINGS INCORPORATED	325.81			
122362	9/30/2016	46	OMAHA WORLD-HERALD	5,385.59			
122363	9/30/2016	109	OMNIGRAPHICS INC	81.85			
122364	9/30/2016	4815	ONE CALL CONCEPTS INC	290.16			
122365	9/30/2016	496	JOHN PATRICK	50.00			
122366	9/30/2016	4654	PAYFLEX SYSTEMS USA INC	251.55			
122367	9/30/2016	1821	PETTY CASH-PAM BUETHE	86.11			
122368	9/30/2016	1784	PLAINS EQUIPMENT GROUP	1,024.89			
122369	9/30/2016	172	QP ACE HARDWARE	.00	**CLEARED**	**VOIDED**	
122370	9/30/2016	172	QP ACE HARDWARE	468.10			
122371	9/30/2016	1713	QUALITY AUTO REPAIR & TOWING	75.00			
122372	9/30/2016	58	RAINBOW GLASS & SUPPLY	137.95			
122373	9/30/2016	4653	RDG PLANNING & DESIGN	1,287.40			
122374	9/30/2016	191	READY MIXED CONCRETE COMPANY	2,217.98			
122375	9/30/2016	393	REDFIELD & COMPANY	200.00			
122376	9/30/2016	3774	RETRIEVEX	125.61			
122377	9/30/2016	4133	ROTELLA'S ITALIAN BAKERY	44.27			
122378	9/30/2016	487	SAPP BROS PETROLEUM INC	1,963.76			
122379	9/30/2016	1335	SARPY COUNTY CHAMBER OF	100.00			
122380	9/30/2016	1034	SCHEMMER ASSOCIATES INC	1,260.80			
122381	9/30/2016	503	SCHOLASTIC LIBRARY PUBLISHING	497.90			
122382	9/30/2016	395	SHAMROCK CONCRETE COMPANY	1,295.60			
122383	9/30/2016	452	SNAP-ON INDUSTRIAL TOOL	240.46			
122384	9/30/2016	498	SPENCER FANE LLP	10,883.00			
122385	9/30/2016	3838	SPRINT	763.27			
122386	9/30/2016	505	STANDARD HEATING AND AIR COND	2,271.40			
122387	9/30/2016	4634	SUBSURFACE SOLUTIONS	67.00			
122388	9/30/2016	264	TED'S MOWER SALES & SERVICE	1,054.30			
122389	9/30/2016	277	THEATRICAL MEDIA SERVICES INC	5,352.00			
122390	9/30/2016	4601	TIGHTON FASTENER & SUPPLY INC	271.51			
122391	9/30/2016	161	TRACTOR SUPPLY CREDIT PLAN	39.99			
122392	9/30/2016	2765	TRADE WELL PALLET INC	900.00			
122393	9/30/2016	2426	UNITED PARCEL SERVICE	27.94			
122394	9/30/2016	269	UNITED SEEDS INCORPORATED	180.00			
122395	9/30/2016	809	VERIZON WIRELESS	180.62			
122396	9/30/2016	809	VERIZON WIRELESS	78.10			
122397	9/30/2016	1174	WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
122398	9/30/2016	1174	WAL-MART COMMUNITY BRC	2,094.56			
122399	9/30/2016	4832	WOODHOUSE LINCLN-MAZDA-PORSCHE	861.39			
122400	9/30/2016	495	MIKE YOST	72.00			
122401	9/30/2016	929	BEACON BUILDING SERVICES	5,812.00			
122402	9/30/2016	2057	LA VISTA COMMUNITY FOUNDATION	60.00			
122403	9/30/2016	401	PAPILLION LA VISTA SCHL DISTR	11,510.00			

BANK TOTAL	618,818.68
OUTSTANDING	618,818.68
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	276,112.46	276,112.46	.00	.00
02 SEWER FUND	191,002.57	191,002.57	.00	.00
04 BOND(S) DEBT SERVICE FUND	24,700.00	24,700.00	.00	.00

APCHCKRP
04.05.16

Fri Sep 30, 2016 12:05 PM

City of Lavista
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 4

BANK NO BANK NAME

CHECK NO DATE VENDOR NO VENDOR NAME

CHECK AMOUNT CLEARED VOIDED MANUAL

05	CONSTRUCTION	90,550.43	90,550.43	.00	.00
08	LOTTERY FUND	1,579.61	1,579.61	.00	.00
09	GOLF COURSE FUND	2,976.56	2,976.56	.00	.00
15	OFF-STREET PARKING	2,722.96	2,722.96	.00	.00
16	REDEVELOPMENT	29,174.09	29,174.09	.00	.00

REPORT TOTAL	618,818.68
OUTSTANDING	618,818.68
CLEARED	.00
VOIDED	.00

APPROVED BY COUNCIL MEMBERS 09/30/16

COUNCIL MEMBER

#1CLVv City Of La Vista

Cover Letter (\$193)	
Check Date :	09/23/2016-1
Period Range :	09/04/2016 TO 09/17/2016
Week Number :	Week #39

IMPORTANT TAX INFORMATION

Please be aware that you are responsible for the timely filing of employment tax returns and the timely payment of employment taxes for your employees, even if you have authorized a third party to file the returns and make the payments. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

Payroll Totals:

Checks

Total Regular Checks	0	0.00
Total Direct Deposits	191	200533.70
Total Manual Checks	0	0.00
Total 3rd Party Checks	0	0.00
Total Void Checks	0	0.00
Total COBRA Checks	0	0.00
Total Net Payroll	176 Items	200533.70

Total Billing Impound	1000.21	
Total Agency Checks	9	41847.95
Total Agency Checks DD	7	2554.55
Total Agency Checks Void	0	0.00
Total Tax Deposit Checks	Tax deposit to be made by Payroll Maxx LLC	

Sum of Checks **245936.41**

Total of Checks Printed **192 Items**

Total Tax Liability	96211.71
Total Workers Comp Liability	0.00

Total Payroll Liability **342148.12**

Total Direct Deposits 203088.25

Total Debited From Account **342148.12**

NEXT PERIOD DATES

Check Date: 10/07/2016 Week 41
Period Begin: 09/18/2016
Period End: 10/01/2016
Call In Date: 10/04/2016 Week 40

Payroll rep: M Jodi

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 4, 2016 AGENDA**

Subject:	Type:	Submitted By:
CITIZEN ADVISORY REVIEW COMMITTEE — EDP REPORT	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RITA RAMIREZ ASST. CITY ADMINISTRATOR/ DIR. COMMUNITY SERVICES

SYNOPSIS

A public hearing has been scheduled for the Citizen Advisory Review Committee to submit a written report to the Mayor and City Council regarding the City's Economic Development Program. A copy of the report is attached.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Ordinance No. 921 established the City's Economic Development Program and formed the Citizen Advisory Review Committee which is charged with reporting to the Mayor and City Council in a public hearing at least once every six months.

LA VISTA CITIZEN ADVISORY REVIEW COMMITTEE

To: Mayor and City Council

Dt: September 8, 2016

Fr: City Advisory Review Committee

Re: Economic Development Program Review

The Citizen Advisory Review committee is required to report to the Mayor and City Council at least once every six months regarding the Economic Development Program. The following is provided for the Committee's information and generally covers activity for FY16 (the period from October 1, 2015 to September 30, 2016).

One application to the Economic Development Program has been received to date. The application was from John Q. Hammons to construct a full service Embassy Suites Hotel and conference center facility, which opened in July of 2008 and a Marriott Courtyard Hotel, which opened in May of 2009. These facilities are located in the Southport West subdivision.

1. The City has been collecting sales tax revenue for the Economic Development fund since its effective date. In FY16 the fund received \$600,000 in sales tax revenue, (bringing the total sales tax revenues transferred to the fund since its inception to \$3.6 million), and \$1,186,573 in loan payments (interest only) from John Q. Hammons. Expenditures in FY16 were \$1,996,427 for debt service associated with the grant and construction loan.
2. The Economic Development Fund Budget for Fiscal Year 2017 indicates a carry forward amount of \$8,595 from FY16, the fund will receive \$16,997,265 in revenue from the balloon loan payment that is due from JQH, and the fund will receive \$800,000 from sales tax. Expenditures in FY17 will include debt service payments of \$1,265,741 in interest and \$730,000 in principal. The balloon payment will not come in until September of 2017 (the last month of the fiscal year) and there will be a principal and interest payment due prior to that time, which is why there will still be a sales tax transfer.
3. The City's assessed valuation for 2017 is \$1,410,681,076, which is an increase of 5.97% from 2016. Over the past several years, the growth in the City's valuation has averaged approximately 5% annually.
4. Sales and use tax revenue has continued to show a substantial increase over the last several years. Sales and use tax for FY2015 was considerably higher than budgeted. The budget was prepared extremely conservative in light of the refunds that were taken by the State in 2014. The City has started to build a sales and use tax reserve for potential future rebates. With one month left in FY2016, sales tax revenues have already exceeded budget.

FY2010 Sales and Use Tax - \$3,499,187 (up 9.2%)

FY2011 Sales and Use Tax - \$3,741,187 (up 6.9%)

FY2012 Sales and Use Tax - \$4,471,391 (up 19.5%)

FY2013 Sales and Use Tax - \$5,999,367 (up 34.2%)

FY2014 Sales and Use Tax - \$3,212,977 (actually received less the \$2.4 million rebate)*

FY2015 Sales and Use Tax - \$6,956,421 (up 23.9% over total earned in FY14)

FY2016 Sales and Use Tax - \$7,523,879 (October through August)

* (State took back \$2.4 million in sales and use tax revenue in 2014 due to State incentive programs.)

5. While considerably lower than previous years, building permit valuations have remained fairly steady since 2008. Building permit valuations are reported in calendar year, not fiscal year. Through July 2016 is down considerably, but there are five months left in the year.

2008 - \$43,487,781 (a decrease from the previous year).

2009 - \$27,316,647

2010 - \$50,312,009 (two large multi-family projects at the end of the year)

2011 - \$34,936,491

2012 - \$28,813,664

2013 - \$31,603,604

2014 - \$48,455,140

2015 - \$53,935,091

2016 - \$18,698,064 (January through July)

Total building permit valuations since 1997 are \$1.08 billion.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 4, 2016 AGENDA

Subject:	Type:	Submitted By:
APPROVAL OF REVISED FINAL PLAT, LOTS 1-7, BRENTWOOD CROSSING, LOTS 8B & 8C, BRENTWOOD CROSSING REPLAT No. 1, LOTS 8A1, 8A2, 8A3 & 8A4, BRENTWOOD CROSSING REPLAT No. 2, AND PORTIONS OF TAX LOT 12, 14-14-12 (SE OF 84 TH & SUMMER DR.)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to approve revisions to the Final Plat for approximately 34.93 acres to be known as La Vista City Centre.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A resolution has been prepared to approve revisions to the Final Plat of proposed Lots 1 – 17 and Outlots A – C, La Vista City Centre, submitted by La Vista City Centre, LLC, on behalf of the property owners, Brentwood Crossing Associates, Brentwood Crossing Associates II, and Brentwood Crossing Associates III, generally located southeast of 84th Street and Summer Drive.

On July 19, 2016, the City Council approved the final plat for La Vista City Centre. However since that time revisions are desired to provide a phasing of the platting to accommodate redevelopment timelines. Other relatively minor changes being made at the same time include:

1. Changing the name of City Centre Drive, from 84th Street to 83rd Avenue, to Brentwood Drive to eliminate the possible confusion with two intersections of 84th Street and City Centre Drive;
2. Adjust the lot line between Lot 3 and Lot 4, La Vista City Centre, to increase the size of Lot 3;
3. Adjust the lot line between Outlot B and Outlot C to reduce the depth of Outlot B; and
4. Additional language in the dedication statement for clarification.

A redline copy of the revisions to the final plat is included with this agenda item.

The Planning Commission held a meeting on September 15, 2016, and unanimously recommended approval of the revised La Vista City Centre Final Plat.

RESOLUTION NO. 16 - ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF A REVISED FINAL PLAT FOR LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B & 8C, BRENTWOOD CROSSING REPLAT NO.1, LOTS 8A1, 8A2, 8A3 & 8A4, BRENTWOOD CROSSING REPLAT NO. 2, AND PORTIONS OF TAX LOT 12, 14-14-12, TO BE REPLATTED AS LOTS 1 THRU 17 AND OUTLOTS A THRU C, LA VISTA CITY CENTRE, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, The final plat of Lots 1 thru 7, Brentwood Crossing, Lots 8B and 8C, Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3 and 8A4, Brentwood Crossing Replat No. 2, and portions of Tax Lot 12, 14-14-12 as La Vista City Centre Subdivision was approved by City Council on July 19, 2016; and

WHEREAS, La Vista City Centre LLC, on behalf of the owners of the above described piece of property, desires revisions to the final plat primarily to provide for replatting in phases. Several other minor changes also are made as described in the staff report for this agenda item; and

WHEREAS, the City Engineer has reviewed the proposed revisions; and

WHEREAS, on September 15, 2016, the La Vista Planning Commission reviewed the revised final plat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the revised final plat presented at this meeting for Lots 1 thru 7, Brentwood Crossing, Lots 8B & 8C, Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3 and 8A4, Brentwood Crossing Replat No. 2, and portions of Tax Lot 12, 14-14-12, to be replatted as Lots 1 thru 17 and Outlots A thru C, La Vista City Centre, a subdivision located in the southwest quarter of Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southeast of 84th Street and Summer Drive, be, and hereby is, approved.

PASSED AND APPROVED THIS ____ DAY OF _____, 2016.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

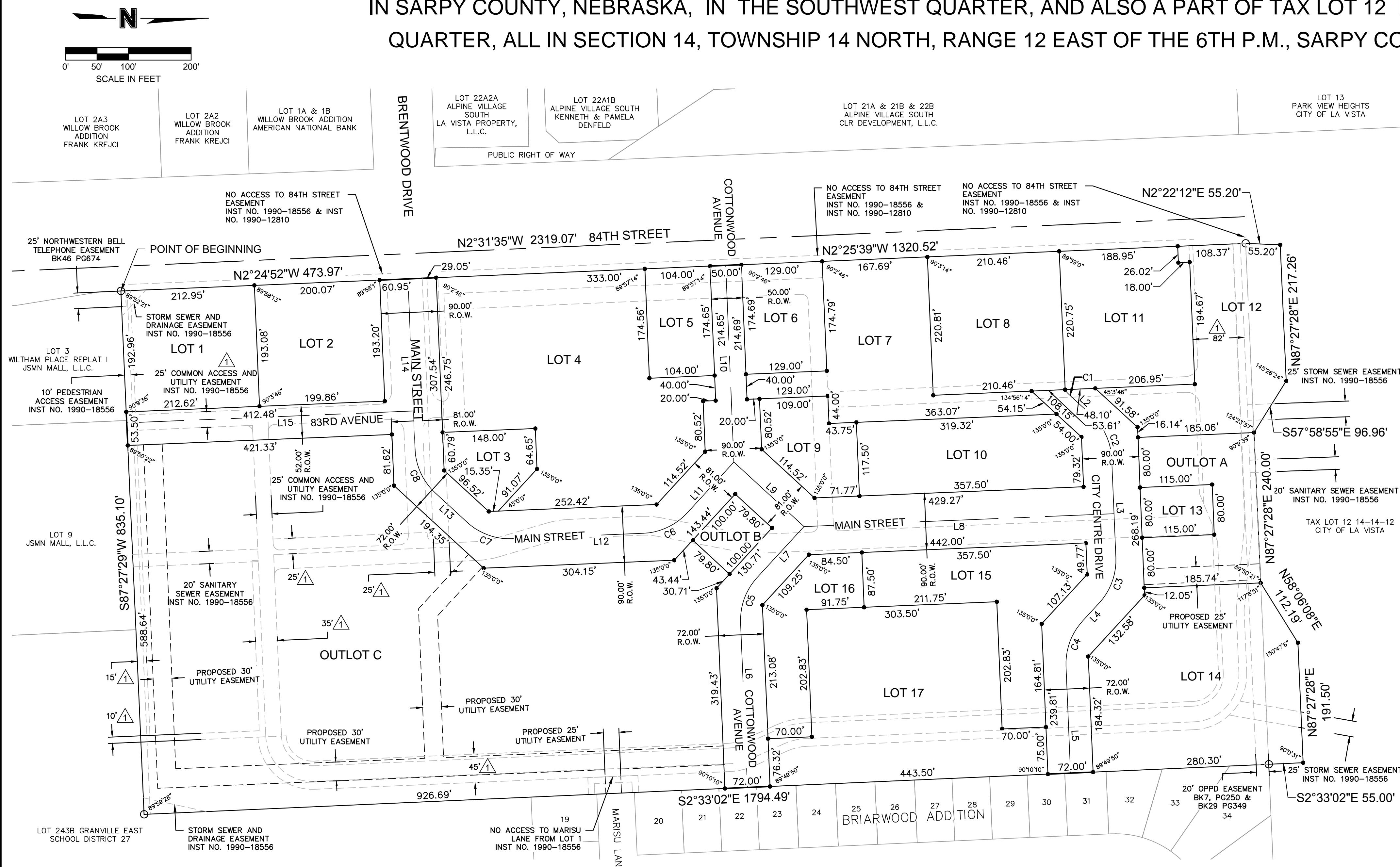
Pamela A. Buethe, CMC
City Clerk

LA VISTA CITY CENTRE

LOTS 1 THRU 17 AND OUTLOTS A THRU C

BEING A REPLATTING OF LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B AND 8C, BRENTWOOD CROSSING REPLAT 1, AND ALSO LOTS 8A1, 8A2, 8A3, AND 8A4, BRENTWOOD CROSSING REPLAT 2, SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED

IN SARPY COUNTY, NEBRASKA, IN THE SOUTHWEST QUARTER, AND ALSO A PART OF TAX LOT 12 IN THE NORTHWEST QUARTER, ALL IN SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



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DA: 104, 2016 12:29pm XREF: C:\BLK\054646.C_PBDY_0546

checked by: CAS

approved by: ERG

QA/QC by: ERG

project no.: 016-0546

drawing no.: 016-0546

date: 07.28.2016

drawn by: CAS

checked by: ERG

approved by: ERG

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CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 4, 2016 AGENDA

Subject:	Type:	Submitted By:
SUBDIVISION AGREEMENT REVISIONS, LOTS 1-17 & OUTLOTS A-C, LA VISTA CITY CENTRE (SE OF 84 TH & SUMMER DR.)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to approve revisions to the Subdivision Agreement for La Vista City Centre Subdivision, primarily to accommodate replatting of the subdivision in phases.

FISCAL IMPACT

The FY2016/17 budget provides funds for public improvements.

RECOMMENDATION

Approval.

BACKGROUND

The City Council on August 2, 2016 approved a Subdivision Agreement for La Vista City Centre Subdivision. A revised final plat is proposed for approval earlier on the agenda to among other things provide for replatting the La Vista City Centre Subdivision in phases. On September 15, 2016, the Planning Commission unanimously recommended approval of the revisions to the final plat. A resolution has been prepared to approve revisions to the Subdivision Agreement primarily for phasing of replatting.

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RESOLUTION NO. 16 —

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING SUBDIVISION AGREEMENT REVISIONS FOR LOTS 1 THRU 17 AND OUTLOTS A THRU C, LA VISTA CITY CENTRE SUBDIVISION.

WHEREAS, the City Council on October 4, 2016, by Resolution No. 16-____ did approve revisions to the La Vista City Centre Subdivision, among other things, to provide for replatting in phases, subject to any conditions set forth in said resolution ("Conditions"); and

WHEREAS, the Subdivider, La Vista City Centre, LLC, has agreed to execute a Subdivision Agreement with revisions primarily to reflect planned replatting of the La Vista City Centre Subdivision in phases.

NOW THEREFORE, BE IT RESOLVED, that the revised Subdivision Agreement for the La Vista City Centre Subdivision as presented at this meeting of the City Council ("Subdivision Agreement") be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to (i) such additions, subtractions, or modifications as that the City Administrator or City Engineer may determine necessary or appropriate; and (ii) satisfaction of the Conditions, as referenced in the recitals above and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Mayor or City Administrator, in addition to any otherwise authorized persons, shall be authorized to take all 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, executing and carrying out the revised Subdivision Agreement.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC

City Clerk

SUBDIVISION AGREEMENT
LA VISTA CITY CENTRE

THIS AGREEMENT is made this _____ day of _____, 2016, among La Vista City Centre, LLC, a Nebraska limited liability company, (“Subdivider”) and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as “City”). The “Effective Date” shall be the date Subdivider acquires fee simple title to the Property (as hereinafter defined).

WITNESSETH:

WHEREAS, Subdivider is or has an agreement to purchase and upon closing will be the owner of the land depicted or described in Exhibit “A” (“Property”) and included within the proposed plat for the entire Property attached hereto as Exhibit “B”. Subdivider desires to replat the Property in phases. The initial phase and replat is attached as Exhibit “B-1”. Subsequent phases and replats will be prepared as needed to carry out this Subdivision Agreement.; and,

WHEREAS, the Mayor and City Council by Resolution No. 12-011 declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment; and

WHEREAS, La Vista Community Development Agency is a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista, a Nebraska municipal corporation in Sarpy County, Nebraska, on February 12, 2012 (“CDA”); and

WHEREAS, the City Council by Resolution No. 12-012 approved the Redevelopment Plan for the 84th Street Redevelopment Area, which Redevelopment Plan included an Initial Redevelopment Project to acquire and clear portions of the 84th Street Redevelopment Area to eliminate and prevent recurrence of the substandard and blighted area. The Property Subdivider is acquiring includes areas described in the Initial Redevelopment Plan. Subdivider submitted an application with the CDA providing for redevelopment of the Property and other portions of the 84th Street Redevelopment Area, referred to in this Agreement as the Mixed Use Redevelopment Project Area; and

WHEREAS, on August 2, 2016, the City approved Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area. The Redevelopment Plan, as amended, is incorporated into this Agreement by reference (“Amended Redevelopment Plan”). The Amended Redevelopment Plan in part provides for the Mixed Use Redevelopment Project, which among other things provides for mixed use redevelopment and Tax Increment Financing (TIF) for the Mixed Use Redevelopment Project Area generally located at the intersection of 84th Street and Brentwood Drive; and

WHEREAS, Subdivider is a party to a Redevelopment Agreement with the CDA, dated on or about even date herewith, with respect to the Mixed Use Redevelopment Project (the “Redevelopment Agreement”), which includes the acquisition, financing and construction by Subdivider of a modern mixed-use redevelopment, to consist of market-rate multi-family

housing (apartments and townhomes), commercial office, restaurant, and retail space, and related public improvements to be financed in part using tax increment financing, and other facilities, equipment, and improvements, as preliminarily described or depicted in the Redevelopment Agreement and including (i) approximately 384 unit market-rate multi-family housing, (ii) approximately 200,000 square feet of commercial office space, (iii) approximately 210,000 square feet of retail spaces, which may include an approximate 60,000 grocery store, and (iv) a potential hotel having approximately 120 rooms (collectively, the “Subdivider Improvements”), of comparable quality to other high quality mixed use developments in the Omaha metropolitan area. Subdivider may construct the Subdivider Improvements in separate phases or projects, all of which together will constitute the overall Mixed Use Redevelopment Project. All Subdivider Improvements will be in accordance with the Site Plan and Final Plat, as finally approved by the City; provided however, a Site Plan for parts of the Subsequent Phases defined and depicted in the Redevelopment Agreement will be subject to separate review and approval by the City apart from the Site Plan for Phase I. Design of the Subdivider Improvements will satisfy applicable provisions of the Redevelopment Agreement. The phasing or schedule of Improvements will be determined in accordance with applicable provisions of this Subdivision Agreement below. Any subsequent additions, subtractions, or changes from time to time of or to the Site Plan, Final Plat, design, phasing, or schedule will be subject to the same approval requirements; and

WHEREAS, the Amended Redevelopment Plan in part also provides for the Public Improvement Redevelopment Project for public improvements to be constructed by the City in the Public Improvement Redevelopment Project Area, generally on or in the vicinity of the City golf course, swimming pool, and Brentwood Crossing areas. The City determines that such public improvements, in the interests of public health, safety, welfare, necessity and convenience, shall be constructed, owned and operated by the City, including, but not limited to, additional recreational areas, and public streets and public off-street parking in the interests of safe and uncongested traffic flows through, in and around the Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to I-80 and other parts of the metropolitan area; and

WHEREAS, the City determines that the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project are in interests of public health, safety, welfare, necessity and convenience and the best interests of the City, and specifically with respect to eliminating and preventing recurrence of the substandard and blighted 84th Street Redevelopment Area, and

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the Platted Area to the sewer system of the City; and

NOW, THEREFORE, IT IS AGREED by Subdivider and City as follows:

1. Platting. Replatting of the Property will be carried out in phases. Subject to the terms of this Agreement, locations and boundaries of lots, outlots and right of ways ultimately planned for the subject property upon completion of all phases of replatting are preliminarily shown on Exhibit “B”.

A. Initial Replat. Subject to the terms of this Agreement, the initial replat of the Property as Lots 1 thru 17 and Outlots A thru C, La Vista City Centre, is more fully shown on Exhibit “B-1,” as approved by the City Council on October 4, 2016 (“Initial Replat”). Subdivider will seek one or more subsequent replattings as necessary for construction of the Subdivider Improvements or other performance under this Agreement (“Subsequent Replats”). The Initial Replat and all Subsequent Replats from time to time approved by the City Council together shall be referred to in this Agreement as “Final Plat” or “final Plat”, and all areas included within the Initial Replat and such Subsequent Replats together shall be referred to in this Agreement as the “Platted Area.”

B. Affect of Phasing on Performance. Notwithstanding anything in this Agreement to the contrary, any obligations or performance of Subdivider or City under this Agreement that are dependent on any additional replatting of the Property, and any time for performance thereof, shall be subject to successful completion of such replatting.

2. Subdivider Improvements. Subdivider, at its cost, will design, construct, own, manage, operate, maintain, replace, and repair the Subdivider Improvements in accordance with all applicable requirements of the Redevelopment Agreement or this Agreement, including the following.

a. Minimum Investment. The Subdivider shall spend a minimum of \$80,000,000.00 in Phase I of the Mixed Use Redevelopment Project (as preliminarily depicted and broken down by lot, description of facilities, and office, residential, retail, or other identified type of mixed use in “Exhibit C” attached hereto and incorporated herein by this reference) (the “Phase I Subdivider Improvements”). The final layout, facilities, improvements, and features of the Phase I Subdivider Improvement will be depicted in the final Plat and site plan approved by the City. Any subsequent changes to the Plat or site plan will be subject to the approval of the City. Final design, and any subsequent changes to the final design, of Phase I Subdivider Improvements or other Subdivider Improvements will be subject to approval pursuant to the Redevelopment Agreement.

b. Minimum Uses. The Subdivider shall develop a minimum of 80,000 square feet of space to be occupied by businesses primarily engaged in the business of selling goods or services subject to La Vista local option sales taxes sourced in the Mixed Use Redevelopment Project Area (the “Retail Space”) in Phase I Subdivider Improvements of the Mixed Use Redevelopment Project. Subdivider also will develop approximately 350 units of multifamily housing and a minimum of 23,000 square feet of Class A office space in Phase I Subdivider Improvements. Phase I Subdivider Improvements and the subsequent phases combined shall have a minimum of 180,000 square feet of Retail Space. Notwithstanding the foregoing, (i) for the purposes of the 180,000 square feet, any square footage of a grocery store that is used for the sale of groceries or other products exempt from sales tax located in the Mixed Use Redevelopment Project Area shall be excluded from the calculation of the developed Retail Space; and (ii) the preference is for a

hotel or additional Class A office use to be constructed on Lot 11 indicated on the proposed plat attached as Exhibit B. Multifamily housing will not be constructed on Lot 11 without prior approval of the City. Requirements of this paragraph will be referred to as “Minimum Uses”.

- c. Use Restrictions. The Subdivider hereby agrees that no portion of the Mixed Use Redevelopment Project Area shall be used for any of the uses identified on Exhibit “D” attached hereto and incorporated herein by this reference.
- d. CCRs/Association. The Subdivider shall record Covenants, Conditions and Restrictions (“CCRs”), in form and content satisfactory to the City Engineer, against the Property that govern the ongoing operation of the Mixed Use Redevelopment Project Area, which CCRs shall contemplate the formation of the La Vista City Centre Owners Association (the “Association”) and the assignment of all of Subdivider’s rights as declarant in connection with the CCRs and the ongoing rights and obligations related to the operation, maintenance, replacement and repair of public improvements constructed by Subdivider to the Association; provided, however, the owners of any lots in the Mixed Use Redevelopment Project Area will continue to be obligated to the extent Association fails to perform. The Association shall have enforcement rights in connection with this Agreement with respect to owners and occupants of any lots in the Mixed Use Redevelopment Project Area.

3. Public Improvements. Subject to any required replatting, the City, at its cost, will acquire the property preliminarily described or depicted in Exhibit “E” (“Property for City Improvements”) and, except for any improvements to be provided by the Subdivider or any lot owner as described in Section 9 and 12 or otherwise in this Agreement or the Redevelopment Agreement, City will design, construct and own, manage, operate, maintain, replace, and repair the public improvements preliminarily described or depicted in Exhibit “F” (“Public Improvements”), which exhibit includes and indicates without limitation public recreational areas, public streets, public offstreet parking facilities, and any other public improvements to be constructed in Phase I (“Phase I Public Improvements”). Final components, design, and location of the Public Improvements and Phase I Public Improvements and related exhibits will be subject to any additions, subtractions, or changes, and approval by the City Engineer.
- a. Property for City Improvements to be acquired will be the property that is needed for the Public Improvements, as determined by the City Engineer and survey. Price of the Property for City Improvements is anticipated to be \$10.14 per square foot, which shall be determined on a per square foot based on the total actual out-of-pocket costs paid through the date of closing by the Subdivider to acquire the Brentwood Crossing Property, including the initial purchase price for Subdivider to purchase the Brentwood Crossing Property, design and engineering costs related to the platting of the Brentwood Crossing Property, costs related to the entitlements for the Brentwood Crossing Property, and closing costs related to acquisition of the Brentwood Crossing Property (“Price Per Square Foot”); provided, however, actual costs of Subdivider in excess of the initial purchase

price for Subdivider to purchase the Brentwood Crossing Property shall be subject to review and approval of the City Administrator or City Engineer. Closing on the Property for City Improvements for Phase I Public Improvements will occur contemporaneously with the closing of Subdivider's acquisition of the Property. Exchange of City parcels described or depicted in Exhibit "G" for parts of the Property for City Improvements will be part of the consideration of the City for the desired Property for City Improvements, which parcels will be conveyed pursuant to Neb. Rev. Stat. Section 16-202 or other applicable statutes at the closing, on the condition of uses in accordance with the Amended Redevelopment Plan for the Mixed Use Redevelopment Project. The City by approving this Agreement finds that such property is exchanged for fair value for uses in accordance with the Amended Redevelopment Plan, taking into account and giving consideration to the uses and purposes required by such Amended Redevelopment Plan in this Agreement and otherwise; the restrictions upon, and the covenants, conditions, and obligations assumed by the redeveloper of such property; and the objectives of such Amended Redevelopment Plan for the prevention of the recurrence of substandard and blighted areas. Remaining consideration will be cash at closing at the Price Per Square Foot. The Property for City Improvements will be conveyed by warranty deed at closing in fee simple, free of all encumbrances, except any approved by the City Engineer in writing before closing. Notwithstanding anything in this Agreement to the contrary, Subdivider at or before closing, unless otherwise agreed by City Engineer, will eliminate, or to the satisfaction of the City Engineer will provide for elimination of, any recorded or unrecorded interests or encumbrances with respect to Property for City Improvements that the City Engineer determines might interfere with CDA commencing or performing Demolition and Site Preparation or City constructing any planned Public Improvements. Any purchase agreement for Property for City Improvements will be in form and content satisfactory to the Subdivider and City Administrator or City Engineer. Closing on Property for City Improvements for Phase II Public Improvements in the Phase II Area, as depicted on Exhibit "H", shall be at the Price Per Square Foot for the locations determined pursuant to approved plats for the Subsequent Phases defined and depicted in the Redevelopment Agreement and at such times as agreed by Subdivider and City Administrator or City Engineer. For this purpose, Phase II Public Improvements will consist of public improvements the City will construct on Property for City Improvements other than Phase I Public Improvements.

- b. Public Improvements, subject to approval of the City Engineer, or any additions, subtractions, or changes and approval by the City Engineer, will include:
 - i. Public Infrastructure. Except for any improvements to be provided by Subdivider or any lot owner as described in Section 9 or 12 or otherwise in this Agreement or the Redevelopment Agreement, City will construct all public infrastructure within right of ways or the Property for City Improvements or otherwise, as preliminarily described or depicted in Exhibit "F", including, but not limited to, on-street parking, drive lanes,

utilities, sanitary sewer, storm water improvements, surface drainage improvements, perimeter landscaping (along 84th street), street lighting, general area identification monument signage, and making arrangements for any needed infrastructure for primary data for the entire Mixed Use Redevelopment Project Area, excluding, however, the Phase II Area (collectively, the “Phase I Infrastructure”) within the applicable timeframe set forth in or determined in accordance with this Agreement. Phase I Infrastructure will be included in Phase I Public Improvements. Upon acquisition of the portions of the Phase II Area required for Phase II Public Improvements, the City shall construct infrastructure within the Phase II Area, as preliminarily described or depicted in Exhibit “I” or otherwise (the “Phase II Infrastructure”), within the timeframe set forth in or determined in accordance with this Agreement.

ii. Recreational Area Improvements.

a. Phase I. Construct public recreational area improvements in the areas of Property for City Improvements, as preliminarily described or depicted on Exhibit “E” attached hereto and incorporated herein by this reference (collectively, the “Phase I Recreational Improvements”), within the timeframe set forth in or determined in accordance with this Agreement. Phase I Recreational Improvements will be included in Phase I Public Improvements.

b. Phase II. Construct public recreational area improvements in the Phase II Area of Property for City Improvements per an agreed upon site plan (collectively, the “Phase II Recreational Improvements”) within the timeframe set forth in or determined in accordance with this Agreement.

c. Other Public Improvements - Golf Course, Pool and Other Areas. Pursuant to City master planning and as described in the Amended Redevelopment Plan, City will be providing or providing for additional public improvements and facilities on or in the vicinity of the La Vista Falls Golf Course and City swimming pool, including the improvements and timeframes as preliminarily described or depicted in Exhibit “L”.

iii. Public Offstreet Parking Facilities.

a. Initial Facility. Construct the public offstreet parking garage facility (the “Initial Public Offstreet Parking Garage”) in the area of Property for City Improvements, as preliminarily described or depicted on Exhibit “J” attached hereto and incorporated herein by this reference (“Depiction of Public Offstreet Parking Areas”), within the timeframes set forth in or determined in accordance with this Agreement. Also construct a public offstreet surface

parking facility (the “Public Offstreet Surface Parking”) in the area of Property for City Improvements, as preliminarily described or depicted on Exhibit “J” attached hereto and incorporated herein by this reference (“Depiction of Public Offstreet Parking Areas”). The City upon recommendation of the City Engineer may decide to install footings and foundation at the time of construction of the Public Offstreet Surface Parking in anticipation of construction of additional public off-street parking garage facilities described in subsection “b” as follows. Initial Public Offstreet Parking Garage and Public Off-street Surface Parking will be included in Phase I Public Improvements.

- b. Additional Public Offstreet Parking Facility. Construct the additional public offstreet parking garage facility in the area where the Public Offstreet Surface Parking was located within the timeframes set forth in or determined in accordance with this Agreement (“Additional Public Offstreet Parking Garage”).
- c. Cooperation. The Subdivider and City, to encourage safe and uncongested flow of traffic in and around the area, will cooperate as they determine necessary or desired to encourage and facilitate use of public offstreet parking facilities, including without limitation granting any easements determined necessary or appropriate.

iv. Access.

- a. S. 84th Street. Relocate the northwest entrance of S. 84th Street as identified on Exhibit “B” within the timeframe set forth in or determined in accordance with this Agreement. In addition, the City shall be responsible for any improvements required in connection with S. 84th Street, including intersection controls, relocation of intersections and installation of acceleration/deceleration lanes.
- b. Marisu Lane. Construct a pedestrian accessway from Marisu Lane to the Mixed Use Redevelopment Project Area, in the location preliminarily identified on Exhibit “B” attached hereto, within the timeframe set forth in or determined in accordance with this Agreement.
- c. Access Points. Subdivider and City will cooperate with respect to any portion of the Mixed Use Redevelopment Project Area for purposes of access points or access drives.
- d. Cooperation. Subdivider and City agree to cooperate in all applications submitted by Subdivider or City to the State of Nebraska or otherwise in

connection with the location of access points to the Mixed Use Redevelopment Project Area.

vi Additional City Obligations.

a. Management. The City at its cost will operate and manage the Public Improvements described in this Agreement, including any programming for the Recreational Areas within the Mixed Use Redevelopment Project Area. Programming and management of the Recreational Areas are important to the successful operation of the Redevelopment Project. City will seek input of residents, property owners and businesses with respect to the programming.

b. Public Improvements. The City will acquire the Property for City Improvements and construct, own and maintain the Public Improvements for public use. The City will maintain and repair the Parking Garages and right of way in accordance with applicable code or law.

4. Schedule. Construction of Phase I Subdivider Improvements by Subdivider and construction of Phase I Public Improvements by City are anticipated to begin at or about the same time in the Spring of 2017. Subdivider shall complete and open to the public for business the Phase I Subdivider Improvements, and the City will construct and complete the Phase I Public Improvements for public use, according to schedules established by Subdivider representative and City Engineer in accordance with this Agreement. The Subdivider representative is Chris Erickson.

a. Phase I Improvements. City and Subdivider, for efficiencies of construction, will cooperate in constructing their respective Phase I Subdivider Improvements and Phase I Public Improvements in a coordinated manner. Subdivider will achieve Grand Opening of the Phase I Subdivider Improvements no later than forty eight (48) months after beginning construction of Phase I Subdivider Improvements. Phase I Public Improvements will be substantially completed by City and available for use of the public by the Grand Opening. For this purpose, Grand Opening of the Phase I Subdivider Improvements means substantial completion of the Phase I Subdivider Improvements and such Phase 1 Improvements being available for lease. Coordinated schedules for construction of particular components of Phase I Subdivider Improvements and Phase I Public Improvements will be determined and subject to adjustment from time to time by the Subdivider and City Engineer. Initial schedules will be developed on or before closing on the Brentwood Crossing Property and Property for City Improvements for Phase I Public Improvements.

Notwithstanding anything in this Agreement or the Redevelopment Agreement to the contrary:

i. Subdivider immediately after execution of this Agreement will design the Phase I Subdivider Improvements specified in Exhibit "C". Such design

will be completed no later than necessary to begin construction of such improvements within ninety (90) days after completion of Demolition and Site Preparation by CDA, according to the established schedule.

- ii. City immediately after execution of this Agreement will design Phase I Public Improvements specified in Exhibit "F". Such design will be completed no later than necessary to begin construction of such improvements within ninety (90) days after completion of Demolition and Site Preparation by CDA, according to the established schedule, subject to satisfaction of any procedural or other requirements of State Statutes.
- iii. City and Subdivider will cooperate and coordinate in such design and phasing of construction of their respective Phase I improvements for the work to be phased, commenced and completed in an efficient and timely manner no later than the times provided or determined in accordance with this Agreement,

b. Other Improvements. All other Subdivider Improvements and Public Improvements will be developed and constructed according to schedules established by the Subdivider representative and City Engineer from time to time, subject to satisfaction of procedural or other statutory requirements.

c. Any applicable timeframe of a party for commencing or completing construction shall be extended one day for each day of delay by the other party.

d. Notwithstanding anything in this Agreement to the contrary, timeframes and obligations of the City to acquire Property for City Improvements or commence or construct Public Improvements will be subject to:

- i. Subdivider permitting a third party with experience in the evaluation of real estate finance as designated by the City (the "Financial Professional"), to review satisfactory documentation of irrevocable commitments for bank, equity or other financing or funds sufficient for Subdivider Improvements scheduled to commence or be constructed at any time during construction of the Public Improvements ("Financial Commitments"). Subdivider from time to time will provide updated information and additional Certifications of continuing Financial Commitments as City may request from time to time; and
- ii. Subdivider closing on acquisition of the Property.
- iii. The following provisions apply to Financial Commitments with respect to Phase I improvements,

Evidence of irrevocable commitments of bank or other sources of funds (a) sufficient for Subdivider to acquire the Property will be provided to the satisfaction of the City Administrator or her designee on or before the closing date, as a condition of City closing on the Property for City

Improvements; and (b) sufficient for Subdivider to commence and complete the Phase 1 Subdivider Improvements will be provided to the satisfaction of the City Administrator or her designee between 30 and 60 days before the scheduled commencement of Phase I Public Improvements as a condition of Phase I Public Improvements.

In conjunction with the Financial Commitments, Subdivider will make available to the Financial Professional at its lender's offices or another location agreed by Subdivider and City all financial information of borrowers or investors in the Phase I Subdivider Improvements that is made available to or reviewed by lenders by or on behalf of Subdivider for purposes of review, underwriting, or commitments of applications or granting of loans or other financing for Subdivider Improvements, and any updates ("Financial Information") to assess the financial position of such borrowers or investors and the adequacy of funds to finance the acquisition of the Property and the construction of the Phase I Subdivider Improvements, to the satisfaction of the City Administrator or her designee. Subdivider shall have the right to be present for any review of financial information of borrowers. Access to such Financial Information will be provided to the Financial Professional (a) at least 30 days before the scheduled closing date on the Property for City Improvements, and (b) between 30 and 60 days before City is scheduled to begin Phase I Public Improvements; provided, however, (i) City at its option shall accept in satisfaction of subsection (b) a written certification of Redeveloper that there have been no material adverse changes in the Financial Information taken as a whole since the date of first review ("Certification"). City closing on acquisition of the Property for City Improvements or commencing or completing Phase I Public Improvements will be subject to satisfaction of this paragraph.

Subdivider retains ownership and desires to maintain the confidentiality of all Financial Information. By providing access pursuant to this Section 4(d), Subdivider does not intend to relinquish ownership, control or any rights in or to the Financial Information, or authorize additional disclosures except as necessary for purposes of this Section 4(d). The Financial Professional shall execute a non-disclosure agreement in form approved by Subdivider. The Financial Professional may render an opinion as to the adequacy of funding for the acquisition of the Property and the construction of the Phase I Improvements and may provide general information regarding the Financial Commitments but shall agree not provide in writing specific information by name regarding the financial information of any particular individual provided for review.

5. Drainage Calculations and Map. The Subdivider submitted a Preliminary Plat that illustrated a preliminary storm sewer layout to serve Phase 1 infrastructure. Said storm sewer layout crosses Outlot C in locations shown on the final plat. The City's release of the final plat shall be conditioned on Subdivider executing and delivering or otherwise

making provision for any required easements in form and content satisfactory to the City Engineer. Subdivider will record with the final plat any easements the City Engineer requires as a condition of releasing the final plat and without expense to the City.

6. **Storm Water Management Plan.** Before improvements are constructed on an individual lot in the Platted Area, the lot owner, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Plans and specifications for such storm water management improvements for each individual lot shall be prepared prior to issuance of permit for grading or construction of improvements on the individual lots by each lot owner's engineer at its sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting any grading or construction of such improvements on the lots.
7. **Storm Water Management Plan Maintenance Agreement.** A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form and content satisfactory to the City (City Engineer) shall be entered into between each individual lot owner in the Platted Area and the City prior to issuance of any permit for grading or construction of improvements on any individual lot. It is understood that the final version of the Maintenance Agreement shall:
 - a. identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the individual lot owner at its expense,
 - b. include provisions to control when post-construction storm water features are to be constructed,
 - c. differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
 - d. provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
 - e. provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the joint and several responsibility of all successors, assigns and future owners of the respective lot.

Watershed Management Fees. Each individual lot owner in the Platted Area shall make payment to City for Watershed Fees. This fee for each lot shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made.

8. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
9. Public Access Roads or Driveways; Sidewalks. Direct vehicular access to abutting streets shall be limited as indicated on the plat, as finally approved by the City in the final plat. Roads and driveways identified in the plat for use of the public, at Subdivider's sole cost except as otherwise specified in this Agreement or approved by the City Engineer, shall be constructed to City approved specifications and shall not be less than nine inches (9") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement. Sidewalks shall be installed by each individual lot owner no later than the time of the development of said owner's Lot at the owner's sole cost. Construction and installation of an improvement required by this paragraph 9 shall be completed no later than a certificate of occupancy for any building on the Lot that triggers construction of the improvement in this paragraph. Unless otherwise specified in this Agreement, an improvement described in this Section 9 shall be maintained, replaced and repaired by the owner of the Lot who is required to construct the improvement, at the owner's sole cost.
10. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Platted Area to assure the placement of lot corner pins as indicated has been done on the final plat.
11. Sanitary Sewer Connection. A sanitary sewer connection agreement shall be required of each lot owner as a condition of issuance of a building permit, in form and content approved by the City, subject to any additions or changes the City Engineer determines necessary or advisable.
12. Infrastructure to be at Private Expense. Subdivider at its cost will be responsible for designing, constructing, maintaining, repairing, and replacing all improvements, facilities, and equipment within right of way that is between the property line and curb line, except for such performance actually provided by the Association or required by this Agreement of any lot owner. Subject to possible use of tax increment financing, the cost of all Subdivider private infrastructure improvements within or serving the Platted Area which shall include construction of public sidewalks, streetscape improvements, landscaping along public right of ways or in public areas, façade or lighting enhancements (collectively, the "Subdivider Private Infrastructure") shall be the private expense of Subdivider and Subdivider's successors, unless otherwise provided in this Agreement. All Subdivider Private Infrastructure shall be constructed and maintained at private expense and no part thereof shall be the responsibility of or at the expense of the City. In the event of any Subdivider Private Infrastructure that is to be shared by more than one lot owner ("Shared Private Infrastructure"), such Shared Private Infrastructure shall be subject to bonding requirements set forth in this section. All Subdivider public

infrastructure improvements, including but not limited to sidewalks, landscaping, benches, trash enclosures, and other amenities (“Subdivider Public Infrastructure”) shall be designed, contracted constructed, operated, repaired, replaced and maintained by Subdivider and its successors, except to the extent performed by the Association pursuant to the CCRs. A preliminary estimate of the cost of design and construction of the Subdivider Public Infrastructure is set forth on Exhibit “K”. Before the City releases the Final Plat to Subdivider for recording, Subdivider will provide City (i) a copy of the executed CCRs in form and content satisfactory to the City Engineer that Subdivider will record with the Final Plat, and (ii) a surety bond satisfactory to the City Engineer in the amount of 110% of the total estimated cost to design and construct the Shared Private Infrastructure and Subdivider Public Infrastructure connected with Phase I Subdivider Improvements. The intent is not to require under this Agreement and the Redevelopment Agreement more than one bond of the same type and amount, covering the same performance and the same improvements. In such a case, the City Engineer may accept a single bond to satisfy the bonding requirement of both agreements, provided the bond expressly guarantees payments and performance under both agreements, in the greater amounts required under such agreements, and names both the City and CDA as beneficiaries.

13. Right of Way. Any Subdivider Improvements to be located in, on, over or beneath any public right of way will be provided pursuant to easements or such permitting or other applicable requirements or processes of the City for improvements located in, on, over, or beneath public right of way.
14. City Engineer to be Determiner. The City shall have the right, but not any obligation, to inspect any work on or relating to the improvements described in this Agreement, and to require modification, replacement, maintenance or repair of any Private Infrastructure Improvements or Subdivider Public Infrastructure the City Engineer determines are defective, unsatisfactory or in need of repair, maintenance or replacement, and Subdivider shall comply with said requirements. All specifications and contracts relating to work on such improvements shall be subject to prior review and approval of the City Engineer.
15. City Access/Repair. The City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Platted Area for purposes of inspection of the Subdivider Public Infrastructure. In the event City determines construction, replacement, repair or maintenance is defective or not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance of any such improvements and to assess against the Subdivider and the property in the Platted Area the cost, including engineering costs and legal costs, together with interest at the rate of five percent (5%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorney fees incurred by City in such foreclosure

16. City Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider or any other party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.
17. Maintenance. Subdivider will operate, maintain, replace and repair the Subdivider Improvements in good and working condition and repair in accordance with the prevailing standards applicable to first-class developments of similar size, kind and quality, and in accordance with requirements of all applicable laws, rules and regulations. For these purposes, "first-class" means that the Subdivider will use the highest quality, design and construction techniques and materials that will produce a development of the highest quality according to applicable industry standards. Comparable projects in the area include Aksarben Village and Midtown Crossing. Finally, the Minimum Uses within the Mixed Use Redevelopment Project Area as described in this Agreement shall continue to apply and must be satisfied for the period of at least twenty five (25) years after the Grand Opening of Phase I Subdivider Improvements, unless otherwise agreed by City
18. Taxes. In the case of any real estate owned by Subdivider in the 84th Street Redevelopment Area, the Subdivider (i) consents with respect to designation of any or all of the 84th Street Redevelopment Area as enhanced employment areas and levies of general business occupation taxes therein as determined by the City from time to time ("GBOT"); provided, however, the GBOT rate generally will be in accordance with the norm within the metropolitan Omaha area with respect to a GBOT that is the same as a GBOT levied in other communities in the metro area; (ii) except as otherwise expressly provided in the Redevelopment Agreement with respect to tax increment financing, agrees that it shall not directly or indirectly challenge or contest, or encourage any other person or entity to challenge or contest, any property tax valuation in the Mixed Use Redevelopment Project Area or City revenues, including GBOT, property taxes or local option sales taxes; (iii) represented and confirms that new investment within the Mixed Use Redevelopment Project Area is projected to result in at least the required number of new employees and new investment applicable under the circumstances at the time under Neb. Rev. Stat. Section 18-2116(2); and any business in the Mixed Use Redevelopment Project Area that has 135,000 square feet or more and annual gross sales of \$10 million or more will provide an employer provided health benefit satisfying requirements of Neb. Rev. Stat. Section 18-2116(2); and (iv) agrees to record this Agreement with respect to real estate owned by the Subdivider, the provisions of which shall be binding upon all successors and assigns of such real estate or Subdivider
19. Filing of Record. The Subdivider, at its expense when recording the Initial Replat, shall record this Agreement and the CCRs in the land records of the Office of the Register of Deeds of Sarpy and shall cause recorded copies thereof to be transmitted to the City Administrator.

20. Covenants Running With the Land. The final plat, this Agreement and all documents, obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded by Subdivider with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider, and all of Subdivider's successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against any property within the Platted Area. The covenants herein shall be cumulative to, and not in lieu of, any other covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider or Association; or the other covenants conflict with this Agreement, in which case this Agreement would govern. City shall have the right, but not the obligation, to enforce any and all covenants. After City releases the Initial Replat and this Agreement for recording, Subdivider promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska.

21. Exhibit Summary. The Exhibits attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Property
Exhibit "B":	Proposed Plat for the Entire Area
Exhibit "B-1"	Initial Replat
Exhibit "C":	Phase I Subdivider Improvements
Exhibit "D":	Use Restrictions
Exhibit "E":	Property for City Improvements
Exhibit "F-1 – "F-3":	Public Improvements
Exhibit "G":	City Property to be Exchanged
Exhibit "H":	Phase II Area
Exhibit "I":	Phase II Infrastructure
Exhibit "J":	Depiction of Offstreet Parking Areas
Exhibit "K":	Subdivider Public Infrastructure Estimate
Exhibit "L":	Other Public Improvements

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

23. Incorporation of Recitals. Recitals at the beginning of this Agreement, and all exhibits, documents or instruments referenced in this Agreement, are incorporated into this Agreement by reference.

24. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required

contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.

25. Assignment. This Agreement may not be assigned by either party without the express written consent of the other parties, except as otherwise provided in the Redevelopment Agreement.
26. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.
27. Severability. If any part of this Agreement is held by a court of competent jurisdiction, or by other governmental authority with jurisdiction thereof, to be illegal, invalid or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.
28. Construction. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement. This Agreement shall be subject to and construed in accordance with the Amended Redevelopment Plan.
29. Applicable Law. Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
30. Merger. This Agreement shall not be merged into any other oral or written contract, lease or deed of any type.
31. Remedies.
 - a. The parties understand and agree that with respect to the various obligations of the parties hereunder, time is of the essence, and in the event that any party hereto shall fail to carry out any of its obligations under this Agreement, the remaining parties hereto would have no adequate remedy at law. Therefore, the parties hereto shall be entitled to enforce the obligations of a defaulting party under this Agreement pursuant to all available equitable remedies, including, but not limited to, specific performance, injunction, and mandamus.
 - b. Except as otherwise expressly provided in this Agreement, an event of default occurs upon breach of any material covenant, obligation or requirement of a party under this Agreement or the Redevelopment Agreement and the continuation of such breach for thirty (30) days after receipt of written notice from the non-breaching party specifying the nature and extent of such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, the failure of the breaching party to commence to cure such breach within such thirty (30) day

period and to diligently continue to pursue same to completion. Should an event of default by a party occur hereunder, the other party that is not then in default may, by written notice to the defaulting party, terminate this Agreement. Before they non-defaulting party may terminate this Agreement, written notice and opportunity to cure as provided at the beginning of this paragraph shall be required.

- c. All remedies provided by this Agreement shall be cumulative and include all other remedies available at law or in equity.
- 32. Survival. All of the obligations, warranties, and indemnities of the parties and terms and conditions of this Agreement shall survive all conveyances of real estate required pursuant to this Agreement.
- 33. No Reliance on Others. Except for any specific representations and 'warranties set forth in this Agreement, each party hereto agrees that it is relying on its own opinions, estimates, studies, and information with regard to such party's respective obligations under this Agreement and no party hereto or its agents or contractors shall be responsible or liable for estimates or opinions of costs given to other parties in connection herewith.
- 34. Delays. No party hereto shall be liable to any other party hereto for direct or consequential damages suffered or incurred as the result of delays in completion of Mixed Use Redevelopment Project or Public Improvement Redevelopment Project proximately caused by External Causes (as defined below). In addition, to the extent the City or the Subdivider is prevented or delayed in timely performing its obligations hereunder due to External Causes, its performance shall be excused for so long as any such External Causes stand as an impediment to such performance and the amount of time for such party to fulfill its obligations under this Agreement shall be extended for a like period of time. However, the party whose performance hereunder is thus impeded shall use reasonable efforts to eliminate or overcome such delays. If the City or the Subdivider is delayed in the performance of its obligations hereunder due to External Causes, then the other party shall be entitled to an extension for a like period of time for performance of its obligations reasonably related to the obligations the performance of which is delayed by External Causes. As used herein, the term "External Causes" shall include strikes, riots, acts of God, shortages of labor or materials, war, and material changes in governmental laws, regulations or restrictions.
- 35. Cooperation and Coordination. The City and the Subdivider shall cooperate with each other and seek to coordinate their respective grading, demolition, site preparation, street relocation and improvement, utility relocation, removal, and construction activities hereunder so as to minimize to the extent reasonably practical their respective costs of such work and as reasonable to accommodate the construction by the Subdivider or City and any successor or assign of the Subdivider or City; provided that the foregoing shall not be construed to permit or require that the any party consent to any delays or extensions of the times set forth herein for the other party to commence or complete its obligations under this Agreement.

36. Approvals. Except as otherwise provided in this Agreement, any approvals required in this Agreement shall mean the prior written approval of the party. The City Administrator, City Engineer, or her or his designee shall be authorized to provide any approval on behalf of the City, unless the City Administrator determines that approval of the governing body shall be obtained.
37. No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between or among any of the parties to this Agreement or as constituting any party hereto as the agent or representative of any other party for any purpose or in any manner under this Agreement, it being understood that each party is an independent contractor hereunder.
38. City Actions Subject to Applicable Procedures. All actions or approvals of the City under this Agreement shall be subject to the procedures and other requirements of applicable laws, rules, regulations, policies and procedures.
39. Covenants Running with Land. This Agreement and the agreements and understandings herein constitute covenants running with the land and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other person or entity gaining or claiming any interest or lien within the Mixed Use Redevelopment Project Area or Public Improvement Project Area.
40. This Agreement has been entered into by the City to provide financing for an approved redevelopment project.

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

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

By: _____
Christopher L. Erickson, Manager

ATTEST:

CITY OF LA VISTA

City Clerk

By: _____
Mayor

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Christopher L. Erickson, the Manager of La Vista City Centre, LLC, a Nebraska limited liability company as his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
)
)ss.
COUNTY OF _____)

On this day of _____ day of _____, 2016, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be the Mayor of the City of La Vista and _____, to be personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

00626292.DOC

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A REPLATTING OF LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B AND 8C, BRENTWOOD CROSSING REPLAT 1, AND ALSO LOTS 8A1, 8A2, 8A3, AND 8A4, BRENTWOOD CROSSING REPLAT 2, SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, IN THE SOUTHWEST QUARTER, AND ALSO A PART OF TAX LOT 12 IN THE NORTHWEST QUARTER, ALL IN SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, WILTHAM PLACE REPLAT 1, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE NORTHERLY ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET ON AN ASSUMED BEARING OF N02°24'52"W, 473.97 FEET; THENCE N02°25'39"W ON SAID EAST RIGHT-OF-WAY LINE, 1320.52 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 12; THENCE N02°22'12"E ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET, 55.20 FEET; THENCE N87°27'28"E, 217.26 FEET; THENCE S57°58'55"E, 96.96 FEET TO A POINT ON THE SOUTH LINE OF SAID TAX LOT 12; THENCE N87°27'28"E ON SAID SOUTH LINE OF TAX LOT 12, 240.00 FEET; THENCE N58°06'08"E, 112.19 FEET; THENCE N87°27'28"E, 191.50 FEET; THENCE S02°33'02"E, 55.00 FEET TO A POINT ON SAID SOUTH LINE OF TAX LOT 12; THENCE CONTINUING S02°33'02"E, 1794.49 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, BRENTWOOD CROSSING; THENCE S87°27'29"W, 835.10 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,522,444.51 SQ. FT. OR 34.951 ACRES MORE OR LESS.

PROJECT NO:	016-0546
DRAWN BY:	CAS
DATE:	07/28/16

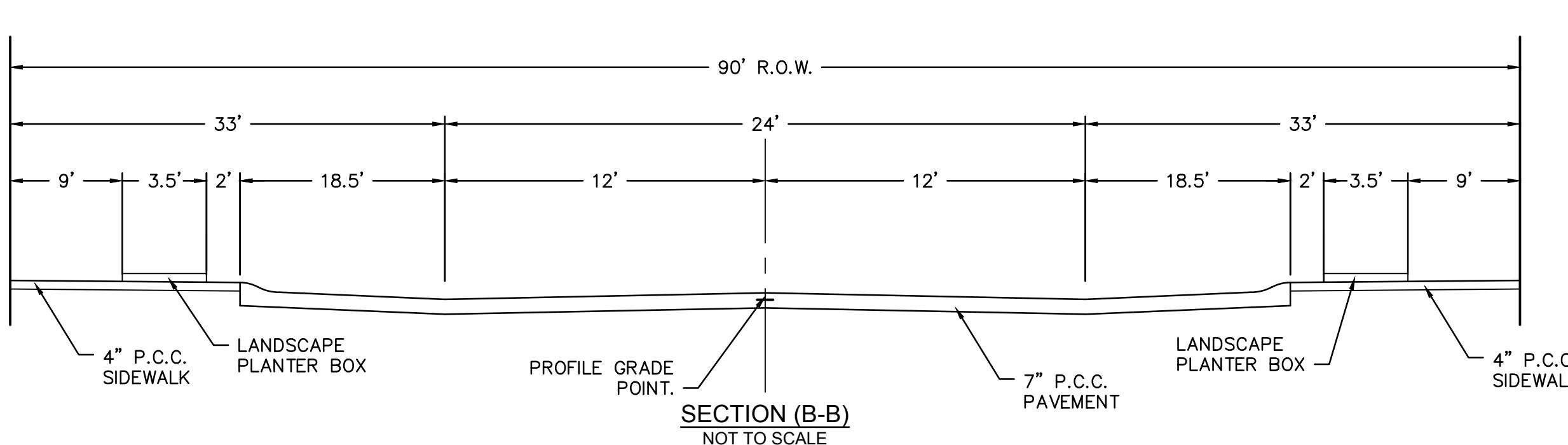
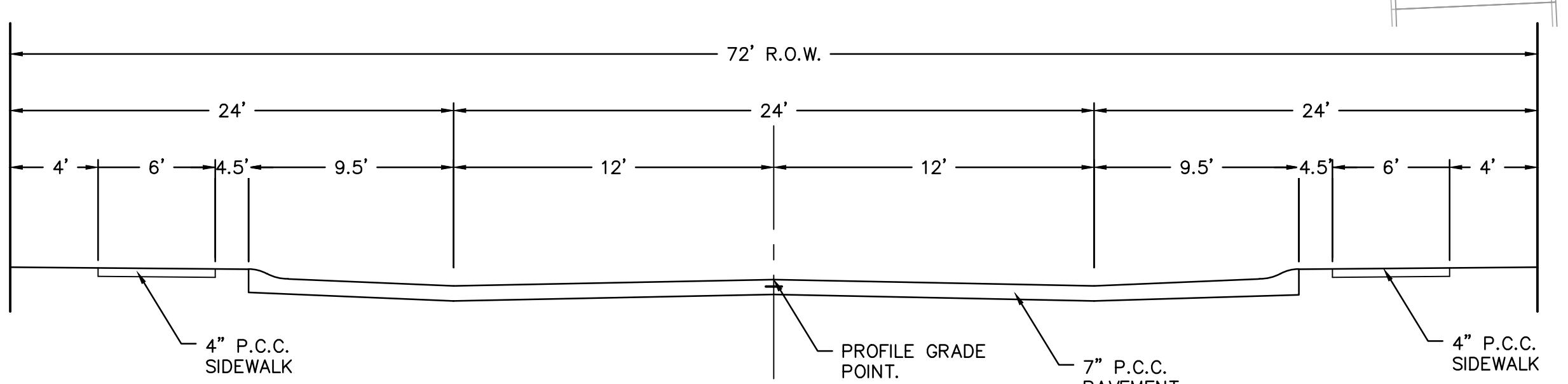
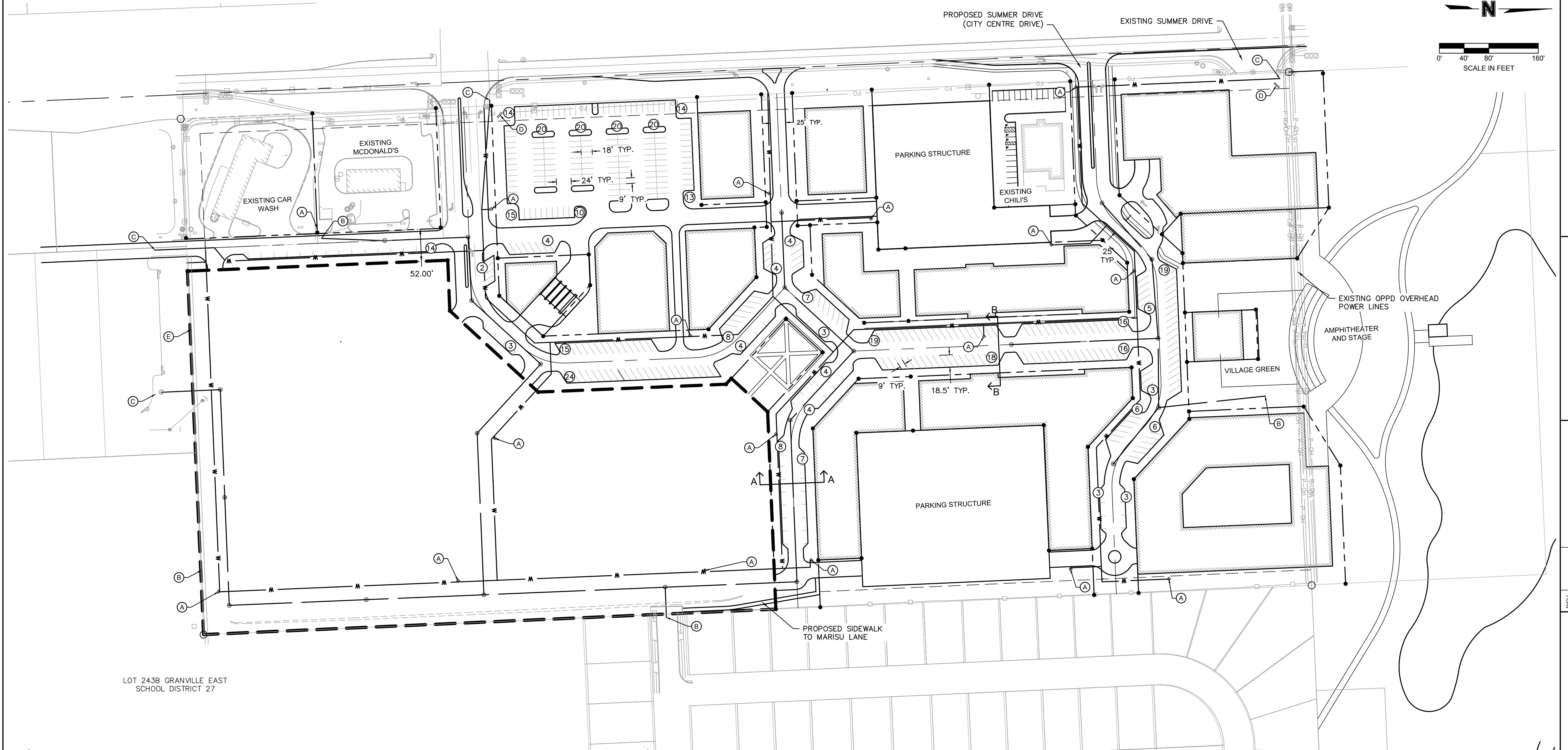
METES AND BOUNDS LEGAL DESCRIPTION



2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
A

EXHIBIT B
PLAT



KEY MAP	
(A)	Fire Hydrant
(B)	Existing Sanitary Sewer Manhole
(C)	Connect to Existing Water
(D)	Monument Sign
(E)	Existing Sidewalk

—	Boundary Line
—	Section Line
—	Existing Property Line
—	Existing Sanitary Sewer
—	Existing Overhead Power
—	Existing Gas Line
—	Existing Storm Sewer
—	Existing Water Line
—	Proposed Sanitary Sewer
—	Proposed Water Line

NOTES:

1. WATER PROVIDED BY M.U.D. GAS TO BE PROVIDED BY BLACK HILLS ENERGY.
2. POWER TO BE PROVIDED BY O.P.P.D.
3. TELEPHONE AND CABLE TO BE PROVIDED BY LOCAL SERVICE.
4. THE CALCULATION OF THE AREA REQUIRING CONTROL OF THE FIRST ONE HALF INCH OF RUNOFF SHALL BE BASED ONLY ON THE IMPERVIOUS AREA OF THE PROJECT BEING ADDED OR REPLACED.
5. THE FINAL POST CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED FOR APPROVAL AT THE TIME OF BUILDING PERMIT.
6. ALL DIMENSIONS ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.

drawn by: CAS
 checked by: ERI
 approved by: ERI
 project no.: 016-0546
 drawing no.: 016-0546
 date: 07.28.2016

SHEET
C3.1

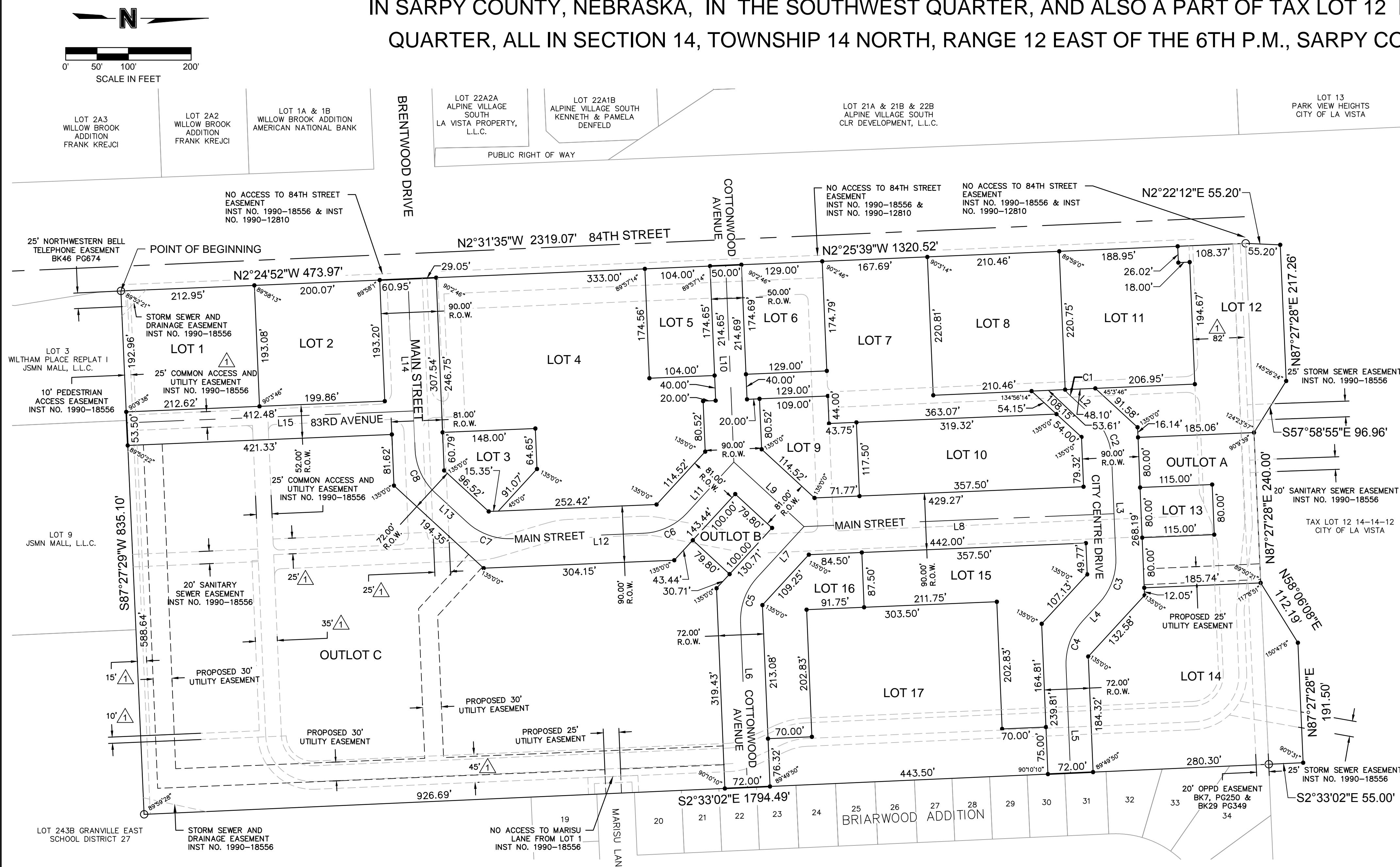
EXHIBIT B-1
INITIAL PLAT

LA VISTA CITY CENTRE

LOTS 1 THRU 17 AND OUTLOTS A THRU C

BEING A REPLATTING OF LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B AND 8C, BRENTWOOD CROSSING REPLAT 1, AND ALSO LOTS 8A1, 8A2, 8A3, AND 8A4, BRENTWOOD CROSSING REPLAT 2, SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED

IN SARPY COUNTY, NEBRASKA, IN THE SOUTHWEST QUARTER, AND ALSO A PART OF TAX LOT 12 IN THE NORTHWEST QUARTER, ALL IN SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



USER: pnewhomer

DWG: F:\2016\05\01\1000\16-054640-DesignAutoCAD\PlatPlans\Sheets\LDVPC_FPT_60546.SYV.BNDY

DA: 104, 2016 12:29pm XREF: C:\BLK\054646.C_PBDY.0546

checked by: CAS

approved by: ERG

QA/QC by: ERG

project no.: 016-0546

drawing no.: 016-0546

date: 07.28.2016

OWNERS CERTIFICATION

I THE UNDERSIGNED CHRISTOPHER ERICKSON OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT I HAVE LAYED OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT PLAT AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THE SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS LA VISTA CITY CENTRE LOTS 1 THRU 17 AND OUTLOTS A THRU C, AN ADDITION TO THE CITY OF LA VISTA, NEBRASKA. DEDICATION OF STREETS AND ALLEYS TO THE PUBLIC AND RESERVATION OF OTHER PUBLIC LANDS FOR PUBLIC USE PURSUANT TO THIS PLAT WILL BE SUBJECT TO (i) RECORDATION OF ONE OR MORE DEEDS OF LA VISTA CITY CENTRE, L.L.C. CONVEYING SUCH AREAS TO THE CITY OF LA VISTA, AND (ii) ANY CHANGES HEREAFTER APPROVED BY THE CITY COUNCIL AND RECORDED. PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARrying OR TRANSMISSION OF ELECTRIC CURRENT, FOR LIGHTING, POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ANY KIND, AND THE PLAT ON THE PUBLIC LANDS UNDER AND ACROSS AN 8'-8" EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A 16'-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM "EXTERIOR LOTS" IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. SAID 16'-FOOT-WIDE EASEMENT WILL BE REDUCED TO AN 8'-8" EIGHT-FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, I DO SET MY HANDS.

LA VISTA CITY CENTRE, L.L.C.

CHRISTOPHER ERICKSON
MANAGING MEMBER

ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA)
COUNTY OF SARPY)
ON THE ____ DAY OF ____ 2016, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,

DULY COMMISSIONED AND QUALIFIED IN AFROESED COUNTY PERSONALLY APPEARED CHRISTOPHER ERICKSON, KNOWN BY ME TO THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEED ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID _____.
WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE MENTIONED.

NOTARY PUBLIC

APPROVAL OF THE LA VISTA PLANNING COMMISSION

THIS PLAT OF LA VISTA CITY CENTRE LOTS 1 THRU 17 AND OUTLOTS A THRU C WAS APPROVED BY THE LA VISTA PLANNING COMMISSION THIS ____ DAY OF ____ 2016.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF LA VISTA CITY CENTRE LOTS 1 THRU 17 AND OUTLOTS A THRU C WAS APPROVED BY CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS ____ DAY OF ____ 2016, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

Douglas Kindig, Mayor

ATTEST: Pam Bueth, City Clerk

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF LA VISTA CITY CENTRE LOTS 1 THRU 17 AND OUTLOTS A THRU C WAS REVIEWED BY THE OFFICE OF SARPY COUNTY PUBLIC WORKS ON THIS ____ DAY OF ____ 2016.

Dennis Wilson, Sarpy County Engineer

COUNTY TREASURER'S CERTIFICATIONS

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

RICH JAMES, COUNTY TREASURER DATE

LOT AREA TABLE

	AREA (AC)	AREA (SF)
LOT 1	0.943	41071.80
LOT 2	0.887	38621.35
LOT 4	2.815	122607.32
LOT 5	0.417	18159.10
LOT 6	0.517	22541.55
LOT 7	1.270	55328.09
LOT 8	1.067	46465.53
LOT 9	0.447	19465.41
LOT 10	0.948	41277.29
LOT 11	1.038	45209.53
LOT 12	1.190	51821.25
LOT 13	0.211	9200.00

LOT AREA TABLE

	AREA (AC)	AREA (SF)
LOT 14	2.038	88784.39
LOT 15	1.044	45490.87
LOT 16	0.582	25367.16
LOT 17	2.184	95113.90
OUTLOT A	0.810	35295.88
OUTLOT B	0.183	7980.00
OUTLOT C	10.204	444495.98

OLSSON
ASSOCIATES

211 South 67th Street, Suite 200
Omaha, NE 68106

TEL 402-341-1116
FAX 402-341-3885

FINAL PLAT

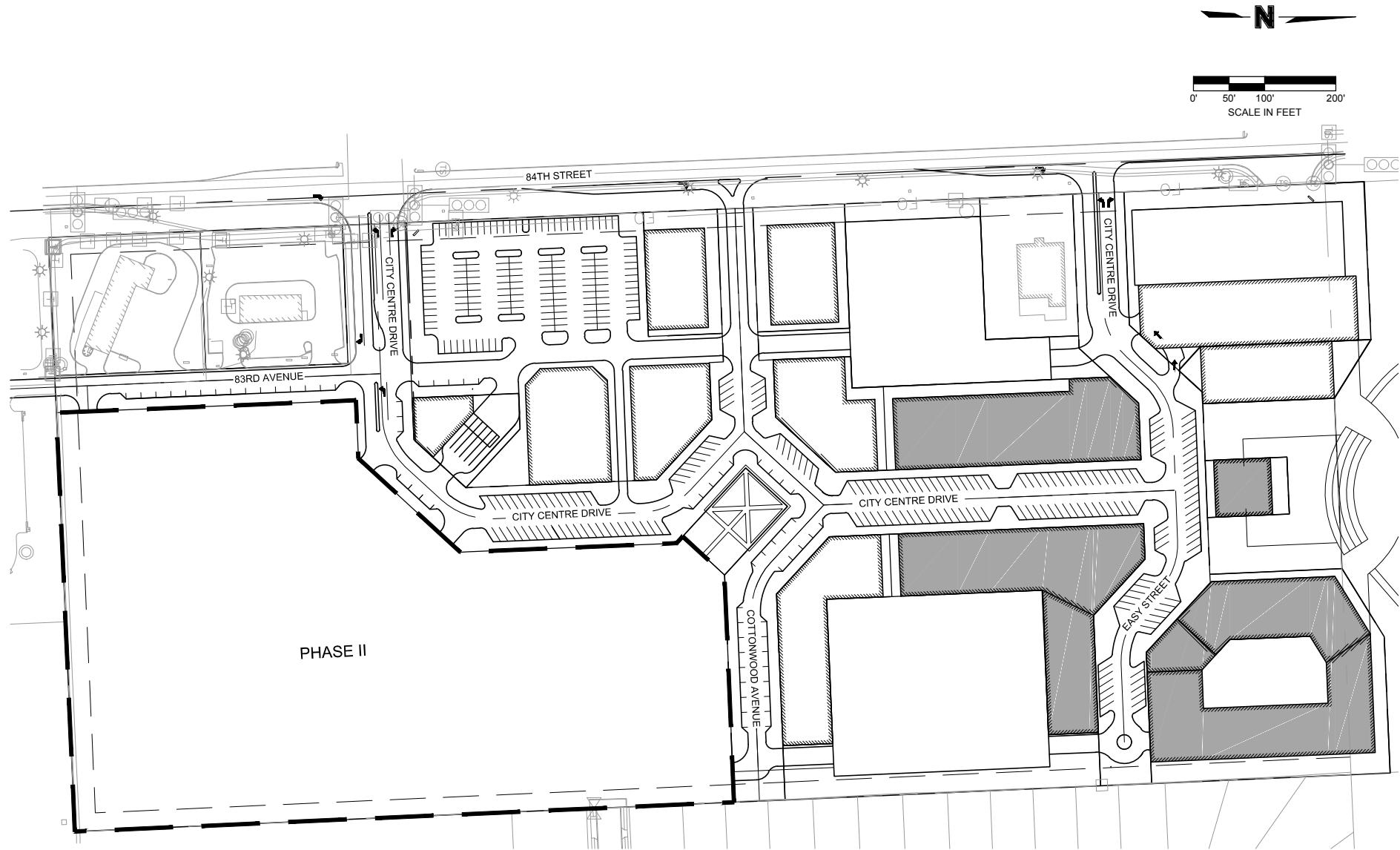
LA VISTA CITY CENTRE
84TH STREET AND BRENTWOOD DRIVE

LA VISTA, NE

drawn by: CAS
checked by: ERG
approved by: ERG
QA/QC by: ERG
project no.: 016-0546
drawing no.: 016-0546
date: 07.28.2016

SHEET
1 OF 1

EXHIBIT C
PHASE I SUBDIVIDER IMPROVEMENTS

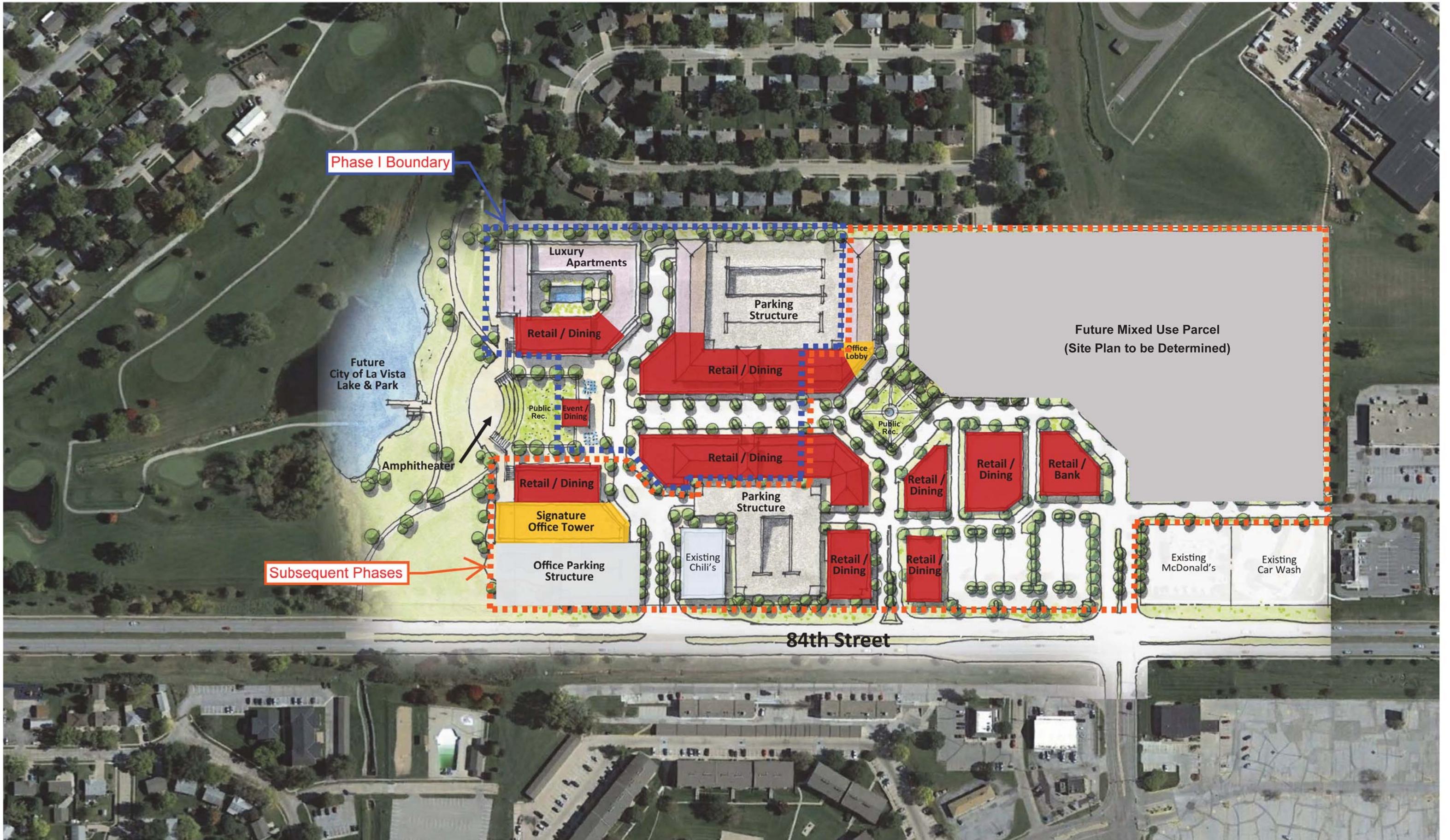


PROJECT NO:	016-0546
DRAWN BY:	CAS
DATE:	07/28/16

PHASE I SUBDIVIDER IMPROVEMENTS

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Omaha, NE 68106
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FAX 402.341.5895

EXHIBIT
C





La Vista City Centre
Lofted Level(s) Master Plan

EDSA

EXHIBIT D
USE RESTRICTIONS

None of the following uses or operations shall be conducted or permitted on or with respect to all or any part of the Mixed Use Redevelopment Project Area unless otherwise approved by Developer (or the Association to the extent that the management of Private Infrastructure Improvements in the Mixed Use Redevelopment Project Area has been turned over to an Association) and the City:

(a) Any public or private nuisance;

(b) Any use which emits or results in strong, unusual or offensive odors (but not such odors as shall normally emit from restaurants) fumes, dust or vapors, is a public or private nuisance, emits noise, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse, other than in enclosed receptacles intended for such purpose;

(c) Any use which emits excessive quantity of dust, dirt, or fly ash; provided however, this prohibition shall not preclude the indoor sale of soils, fertilizers, or other garden materials or building materials in containers if incident to the operation of a home improvement or other similar store.

(d) Any outdoor storage of materials or equipment.

(e) Any use which could result in, or cause fire, explosion or other damaging or dangerous hazard;

(f) Any operation primarily used as assembly, manufacture, refining, smelting, agriculture or mining operations;

(g) Any mobile home or trailer court, auction house, labor camp, junkyard, stock yard or animal raising (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance). Notwithstanding the foregoing, pet shops shall be permitted;

(h) Any drilling for and/or removal of subsurface substances;

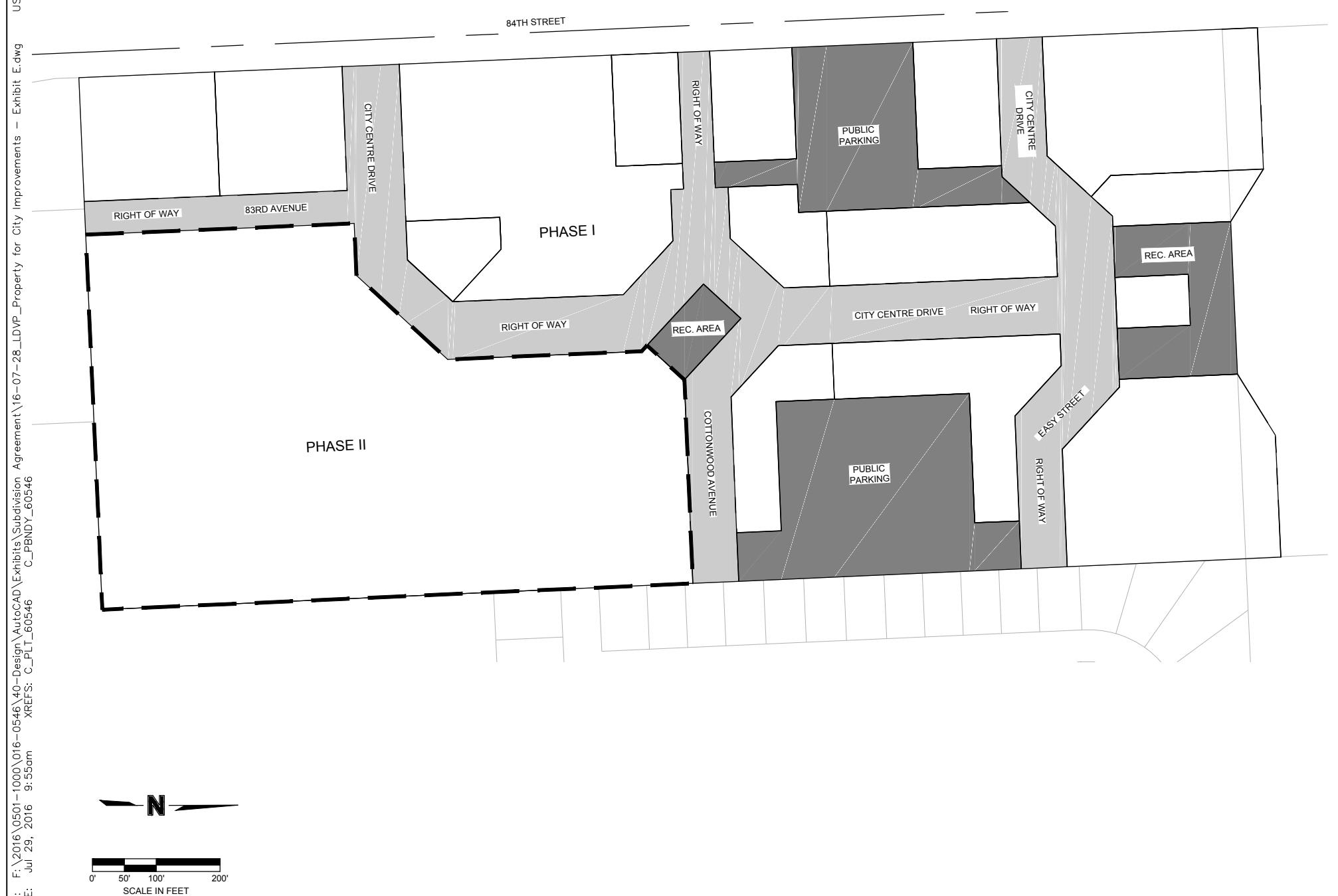
(i) Any flea market and/or swap meet;

(j) Any adult book shop, movie house or other establishment selling or exhibiting pornographic materials or other pornographic use; provided, however, that such restrictions shall not preclude the (i) showing of films in any first rate motion picture theater, and (ii) sale or rental of adult books, magazines or videos as an incidental part of the business of a general purpose bookstore or video store such as Blockbuster, which is normally found in a first class development;

(k) Any abortion clinic or drug rehabilitation clinic; and

(l) Any central laundry, dry cleaning plant, or Laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pick up and delivery by the ultimate consumer.

EXHIBIT E
PROPERTY FOR CITY IMPROVEMENTS



PROJECT NO:	016-0546
DRAWN BY:	CAS
DATE:	07/28/16

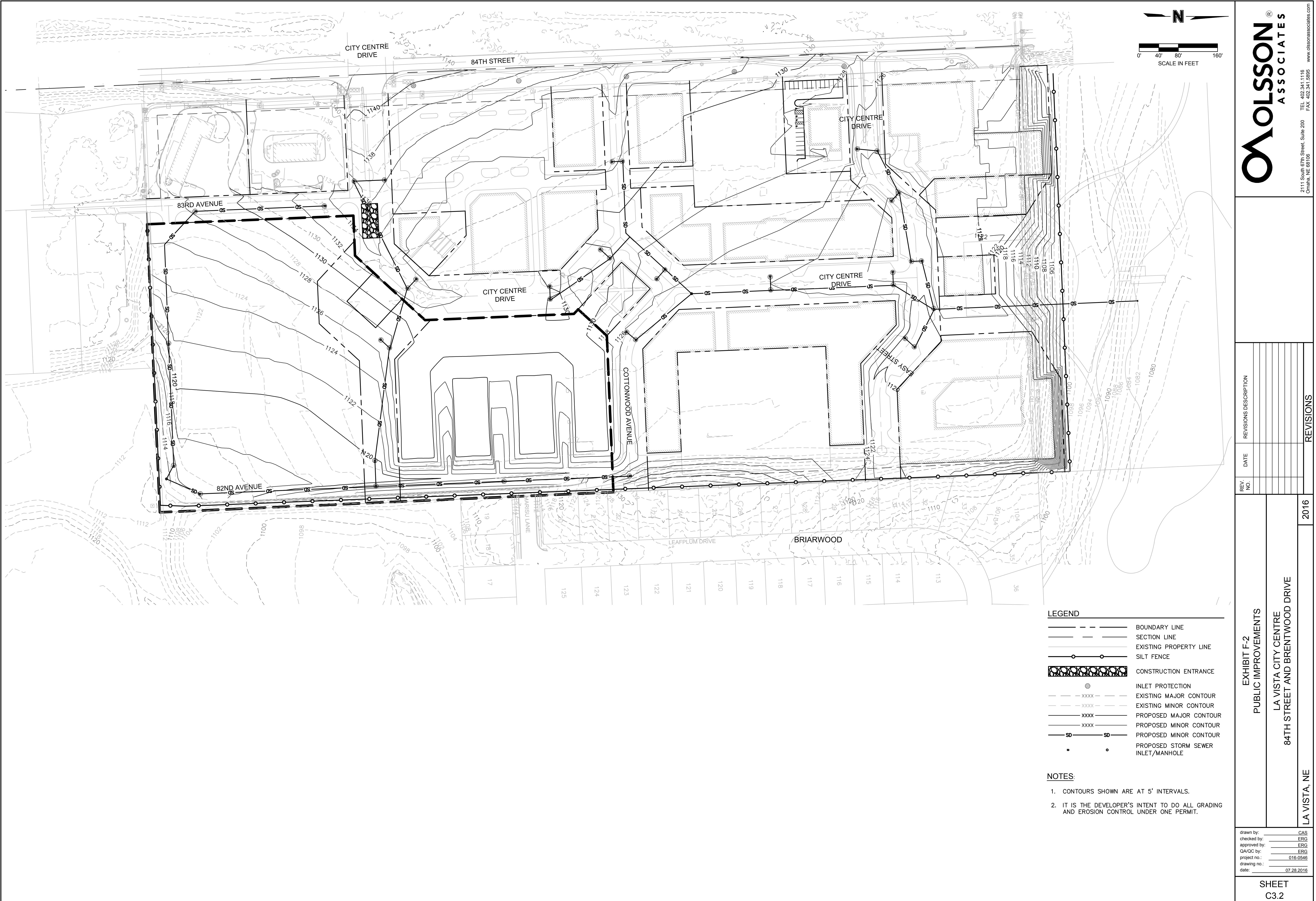
PROPERTY FOR CITY IMPROVEMENTS EXHIBIT

OLSSON
ASSOCIATES

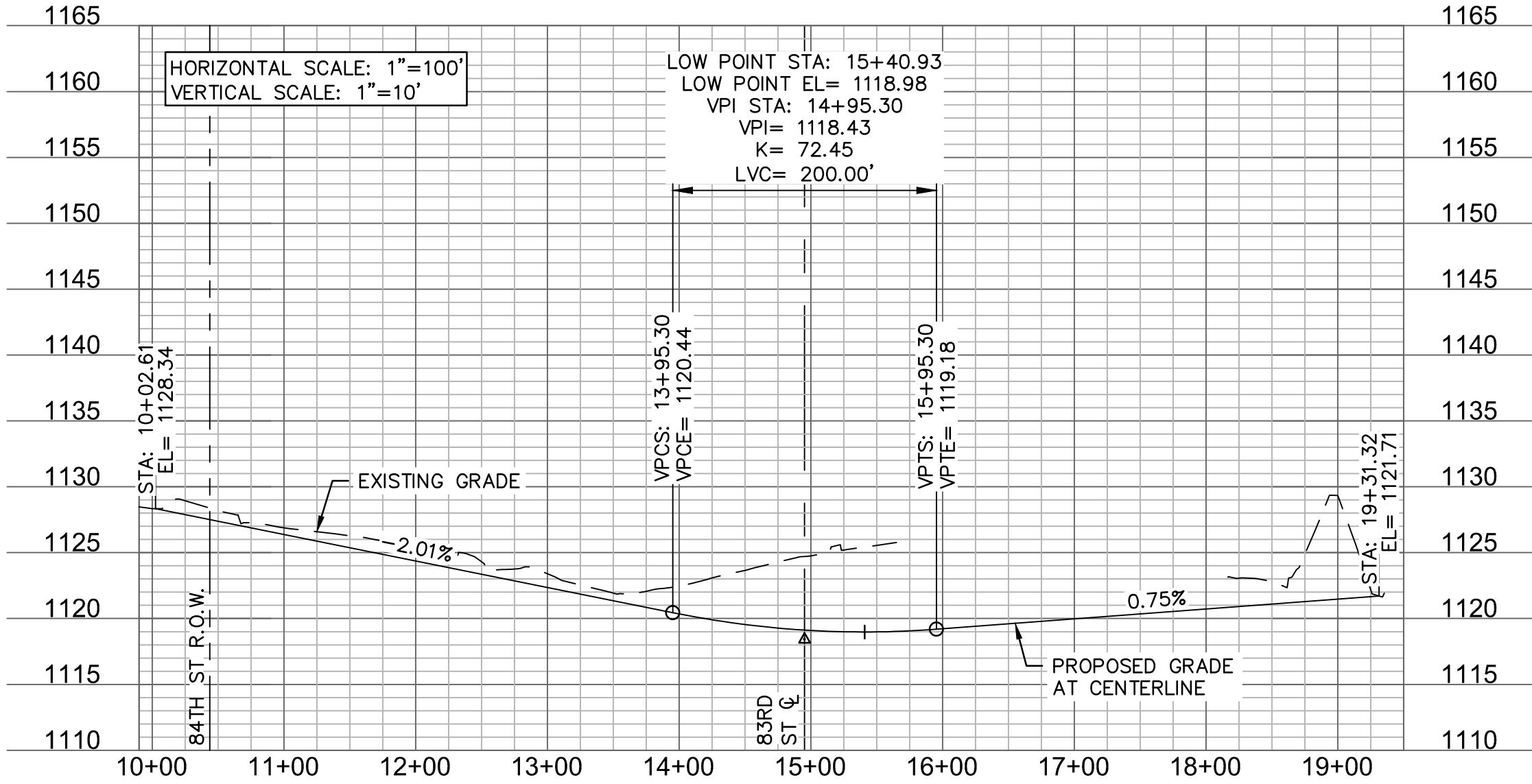
2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT
E

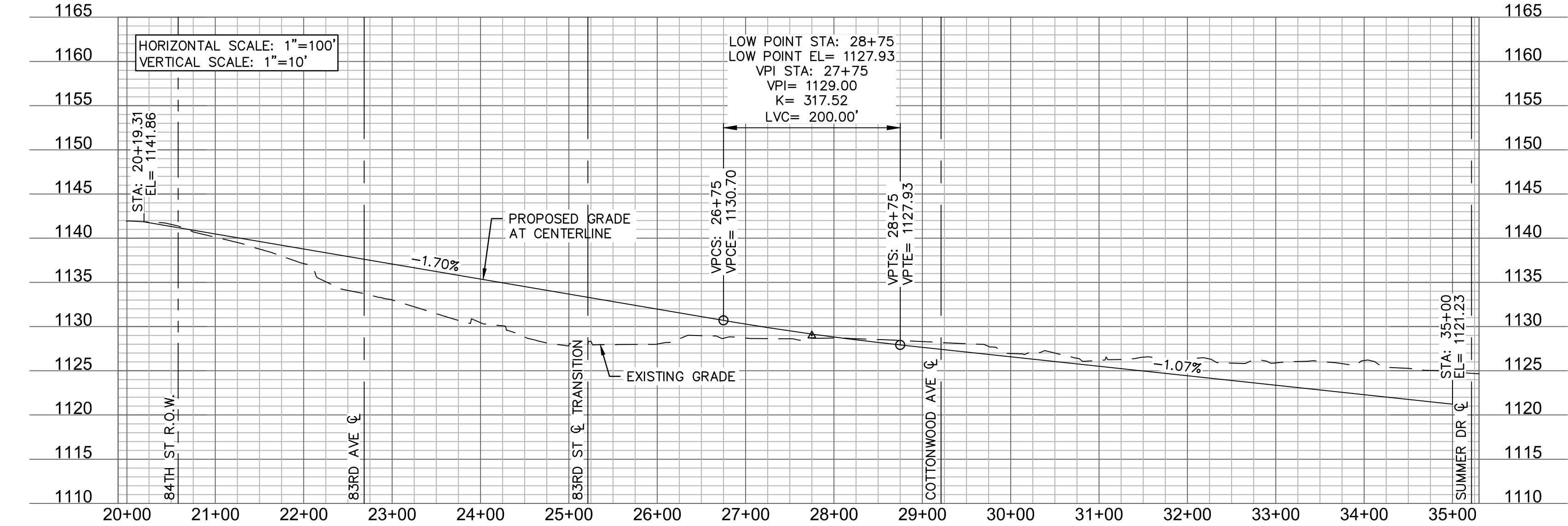
EXHIBIT F
PUBLIC IMPROVEMENTS



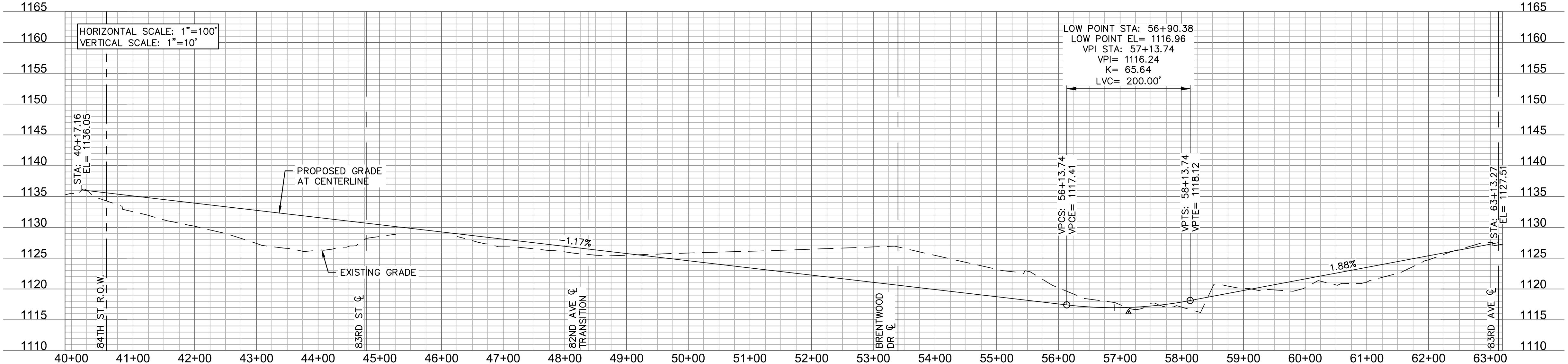
CITY CENTRE DRIVE/EASY STREET



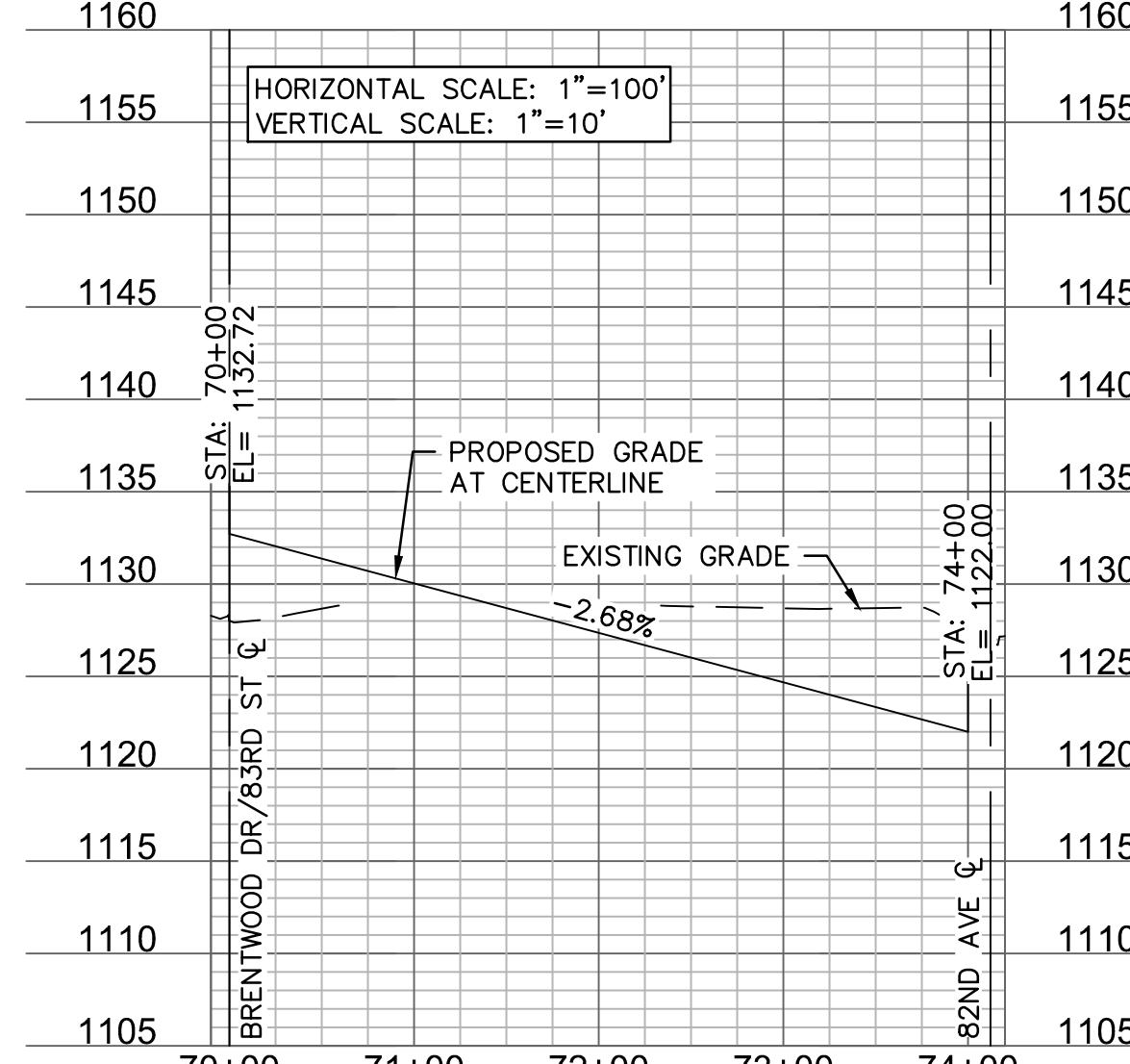
CITY CENTRE DRIVE



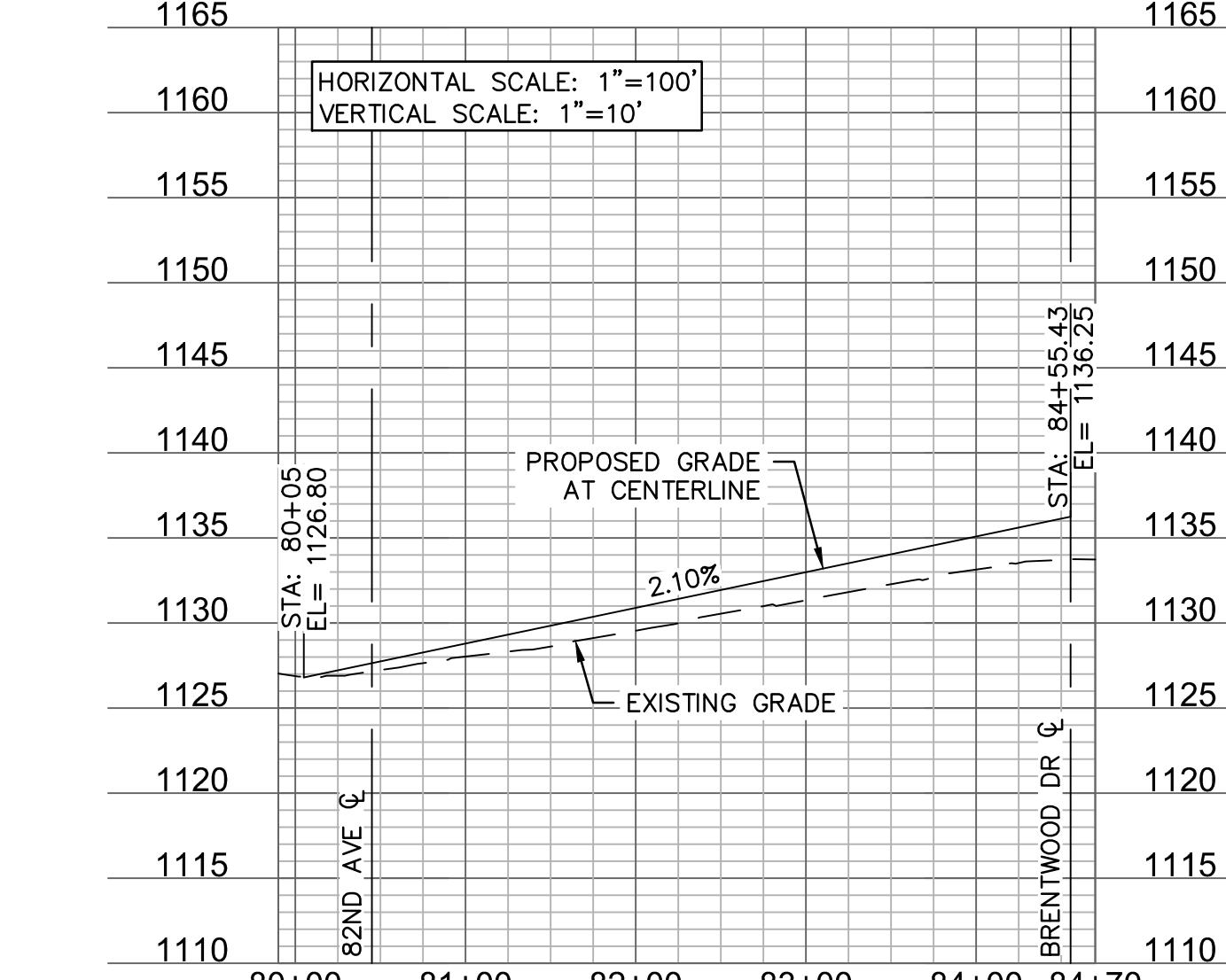
COTTONWOOD AVENUE/82ND AVENUE



BRENTWOOD DRIVE



83RD AVENUE



Olosson
 ASSOCIATES

2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL: 402.341.1116
 FAX: 402.341.5895
 www.olsenassociates.com

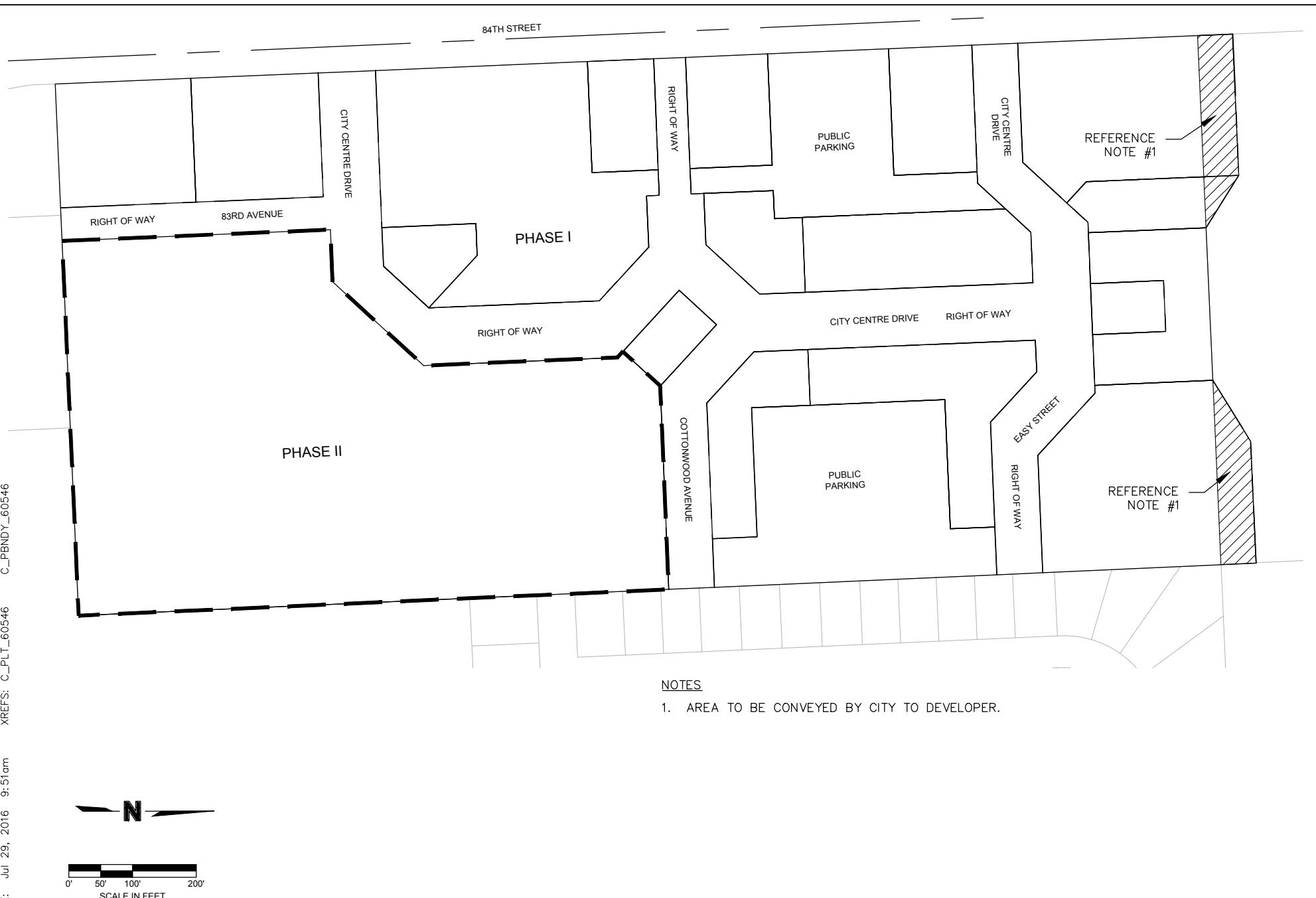
REVISIONS	REV. NO.	DATE	REVISIONS DESCRIPTION

EXHIBIT F-3
 PUBLIC IMPROVEMENTS
 LA VISTA CITY CENTRE
 84TH STREET AND BRENTWOOD DRIVE

drawn by: CAS
 checked by: DRC
 approved by: DRC
 OA/CC by: DRC
 project no.: 016-0546
 drawing no.: 016-0546
 date: 07.28.2016

SHEET
 C4.1

EXHIBIT G
CITY PROPERTY TO BE EXCHANGED



PROJECT NO: 016-0546

DRAWN BY: CAS

DATE: 07/28/16

CITY PROPERTY TO BE EXCHANGED

OLSSON
ASSOCIATES

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Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT

G

EXHIBIT H
PHASE II AREA

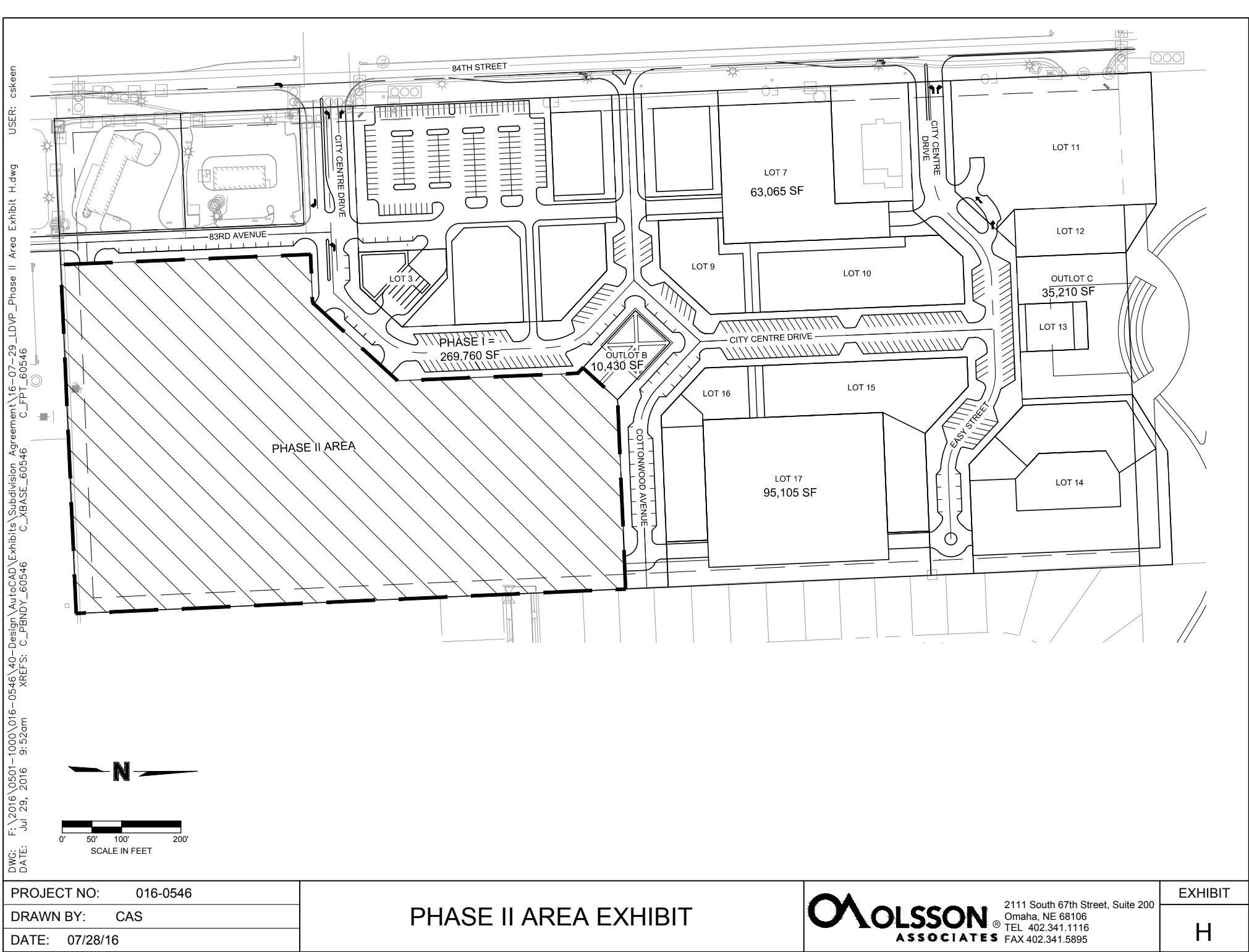
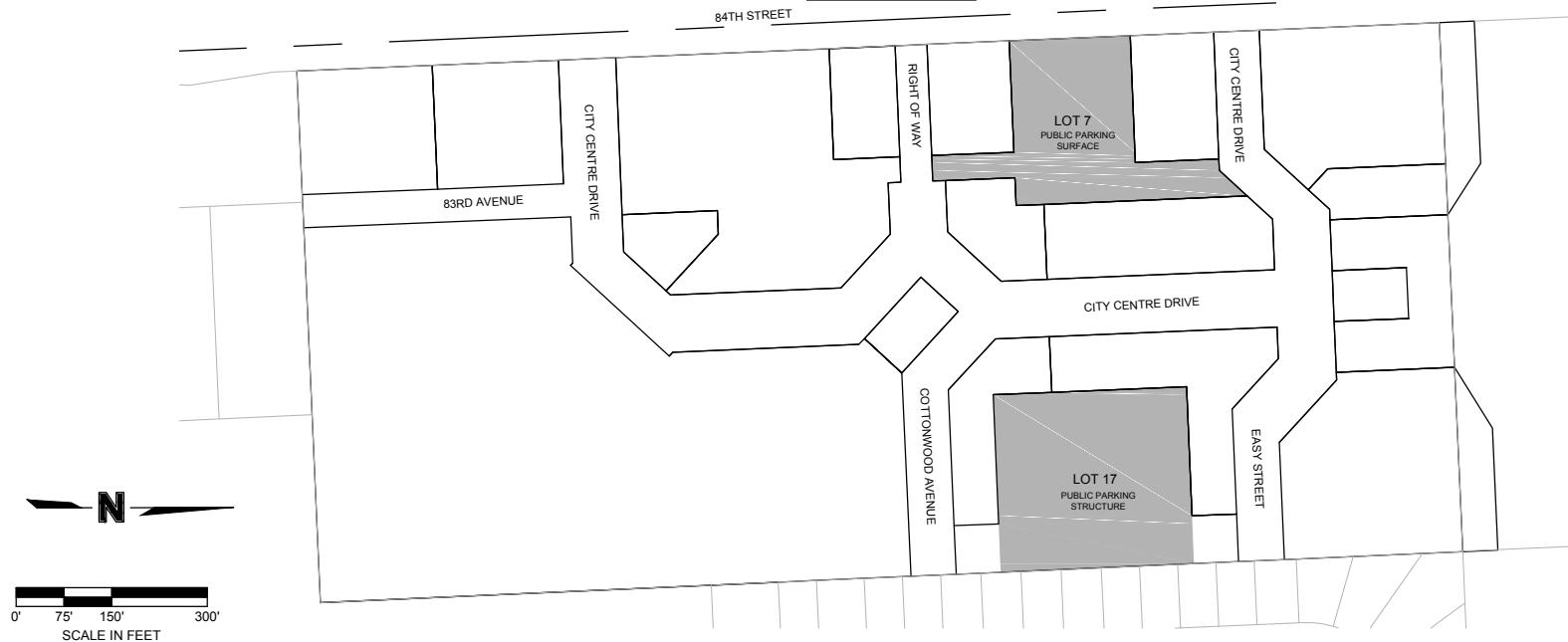


EXHIBIT I
PHASE II INFRASTRUCTURE

- Sanitary and storm sewer improvements, along with water, power, gas, data and communication facilities within the Public Improvement Redevelopment Project Area
- Street and intersection improvements to 84th Street and 83rd Avenue
- New street construction including sidewalks, lighting and signage within the Mixed Use Redevelopment Area
- Construction of public parking lots and parking structures

EXHIBIT J
DEPICTION OF PUBLIC OFFSTREET PARKING AREAS

PHASE 1



PHASE 2



NOTES

1. IN ALL INSTANCES THE CITY SHALL ALLOW ACCESS TO PRIVATE PARKING STRUCTURES VIA LOTS 7 AND 17.

PROJECT NO: 016-0546
DRAWN BY: CAS
DATE: 07/28/16

DEPICTION OF PUBLIC
OFF STREET PARKING AREAS

OLSSON
ASSOCIATES

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
J

EXHIBIT K**ESTIMATE OF SUBDIVIDER PUBLIC INFRASTRUCTURE**

- Public Improvements:
Sidewalks, Sidewalk Landscaping, Street Furniture \$560,000
- Site Work: Site Utilities \$125,000
- Design of Public Infrastructure \$68,500

EXHIBIT L
OTHER PUBLIC IMPROVEMENTS

- Potential street improvements to improve access to pool site from 84th Street
- Construction of an underpass under 84th Street
- Demolition of the La Vista Public Pool
- Construction of a parking lot on the site of the existing La Vista Public Pool
- Burial of an OPPD transmission line near the south boundary of the La Vista Falls Golf Course
- Transformation of La Vista Falls Golf Course including, but not limited to:
 - Lake improvements
 - Bridges and trails
 - Amphitheater with stages, canopies and utility systems
 - Restrooms and shelters
 - Miscellaneous park amenities
- Stream improvements to Thompson Creek in Central Park and storm water management facilities
- 84th Street landscaping improvements

**CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY
OCTOBER 4, 2016 AGENDA**

Subject:	Type:	Submitted By:
84 TH ST. REDEVELOPMENT AREA REDEVELOPMENT CONTRACT REVISIONS- MIXED USE REDEVELOPMENT PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH, COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to approve minor revisions to the redevelopment contract with La Vista City Centre, LLC primarily to accommodate replatting of the mixed use redevelopment project in phases.

FISCAL IMPACT

The FY2016/17 budget provides funds associated with the mixed use redevelopment project.

RECOMMENDATION

Approval.

BACKGROUND

On August 16, 2016, the City Council acting as the La Vista Community Development Agency approved the Redevelopment Agreement in furtherance of the Mixed Use Redevelopment Project. The redeveloper, La Vista City Centre, LLC, desires to replat the Mixed Use Redevelopment Project in phases. A revised final plat is proposed for approval earlier on the agenda. Minor revisions to the Redevelopment Agreement presented at this meeting primarily would provide for replatting of the mixed use redevelopment project in phases.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE MAYOR ON BEHALF OF THE AGENCY TO ACCEPT REDEVELOPMENT CONTRACT REVISIONS, 84TH STREET REDEVELOPMENT AREA

WHEREAS, the La Vista Community Development Agency ("Agency") consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and

WHEREAS, The Agency by Resolution No. 16-093 at the August 16 City Council meeting approved the Redevelopment Agreement as presented at that meeting as part of the redevelopment contract proposal of La Vista City Centre, LLC ("City Centre Redeveloper").

WHEREAS, Minor revisions to the Redevelopment Agreement are proposed in form and content presented at this meeting primarily to accommodate replatting of the mixed use redevelopment project in phases ("Redevelopment Contract").

NOW THEREFORE, BE IT RESOLVED that the City Council acting as the La Vista Community Development Agency hereby finds and approves as follows:

1. Recitals above are incorporated into this resolution by this reference.
2. Findings and determinations of Resolution No. 16-093, subject to changes by the revised Redevelopment Contract, are hereby ratified, affirmed and approved.
3. Revisions to the Redevelopment Contract, and such Redevelopment Contract as revised, are hereby approved.
4. The Mayor on behalf of the Agency is authorized to execute and accept the revised Redevelopment Contract, subject to any additions, subtractions or modifications as the City Administrator determines necessary or advisable.
5. Actions approved in this Resolution shall be subject to satisfaction of any conditions of Resolution No. 16-093 that have not been resolved.
6. The Mayor, City Clerk, or City Administrator, or his or her designee, in addition to and not in limitation of any other authority otherwise granted, shall be authorized to take all actions on behalf of the Agency as necessary or appropriate to carry out the Redevelopment Contract, as revised, or actions approved herein.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

LA VISTA COMMUNITY DEVELOPMENT AGENCY

**Douglas Kindig, Mayor
City of La Vista**

ATTEST:

**Pamela A. Buethe, CMC
City Clerk**

I:\Administration\BRENDA\My Documents\COUNCIL\16 Resolutions\84th Street Redevelopment - Redevelopment Agreement - Amend.Docx

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (the “Agreement”) is entered as of the Effective Date (as hereinafter defined) into by and between La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista, a Nebraska municipal corporation in Sarpy County, Nebraska, on February 12, 2012 (“CDA”), and La Vista City Centre LLC, a Nebraska limited liability company (the “Redeveloper”). The “Effective Date” shall be the date Redeveloper acquires fee simple title to the Redevelopment Area (as hereinafter defined).

PRELIMINARY STATEMENT

The Mayor and City Council by Resolution No. 12-011 declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment. The City Council by Resolution No. 12-012 approved the Redevelopment Plan for the 84th Street Redevelopment Area, which Redevelopment Plan included an Initial Redevelopment Project to acquire and clear portions of the 84th Street Redevelopment Area to eliminate and prevent recurrence of the substandard and blighted area. Redeveloper has a purchase contract to acquire the property depicted in Exhibit “A” (“Brentwood Crossing Property”), which includes areas described in the Initial Redevelopment Plan. Redeveloper submitted an application with the CDA generally providing for the redevelopment of the Brentwood Crossing Property and other portions of the 84th Street Redevelopment Area, referred to in this Agreement as the Redevelopment Area.

On August 2, 2016, the City approved Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area. The Redevelopment Plan, as amended, shall be incorporated into this Agreement by reference (“Amended Redevelopment Plan”). The Amended Redevelopment Plan in part provides for the La Vista City Centre Mixed Use Redevelopment Project (“Mixed Use Redevelopment Project”) which among other things provides for mixed use redevelopment and Tax Increment Financing (TIF) for the Mixed Use Redevelopment Project Area and generally located at the intersection of 84th Street and Brentwood Drive. This Agreement shall constitute a redevelopment contract for the redevelopment within the Mixed Use Redevelopment Project Area in conformity with the Amended Redevelopment Plan, which shall include the acquisition, financing and construction by Redeveloper of a modern mixed-use redevelopment, to consist of market-rate multi-family housing (apartments and townhomes), commercial office, restaurant, and retail space, and related Redeveloper Public Improvements, and other facilities, equipment, and improvements (collectively the “Improvements”) as preliminarily described or depicted on Exhibit “C” and including (i) approximately 384 unit market-rate multi-family housing, (ii) approximately 200,000 square feet of commercial office space, (iii) approximately 210,000 square feet of retail spaces, which may include an approximate 60,000 grocery store, and (iv) a potential hotel having approximately 120 rooms (collectively, the “Improvements”). The Improvements and Mixed Use Redevelopment Project shall be of comparable quality to other high quality mixed use developments developed in the last fifteen years within the Omaha metropolitan area. All Improvements will be in accordance with the Site Plan and Final Plat (defined in Section 3.1 below), as finally approved by the City; provided however, a Site Plan for parts of the Subsequent Phases (as defined below) depicted in Exhibit C will be subject to separate review and approval by

the City apart from the Site Plan for Phase I. Design of the Improvements will satisfy applicable provisions of this Agreement below. The phasing or schedule of Improvements will be determined in accordance with the Subdivision Agreement.

Not in limitation of the foregoing, the Amended Redevelopment Plan and the Mixed Use Redevelopment Project contemplate the possibility of proceeding with particular Improvements or other work within the Mixed Use Redevelopment Project Area as several (meaning two or more) projects, which may be used to separately construct the Improvements of the redevelopment. All of the Improvements will constitute the Mixed Use Redevelopment Project. Each of the buildings and improvements set forth on the Site Plan (each, a “Project”) are anticipated to be constructed over a period of time and to each have their own tax increment financing (“TIF”) pursuant to the terms of this Agreement. Provided, however, any phasing or schedule for construction and completion of the Improvements, and any additions, subtractions, or modifications to phasing or schedule, will be subject to such approvals or requirements as provided in the Subdivision Agreement. Each Project and corresponding TIF will be subject to the requirements of this Agreement below.

The Amended Redevelopment Plan provides for TIF to offset the costs of site-specific TIF eligible expenses in connection with each of the Projects, including site acquisition, architectural and engineering fees, public right-of-way improvements, streetscape improvements, sidewalks and other infrastructure and enhanced façade and lighting, including without limitation window enhancements (where “enhanced” and “enhancements” means such costs which are in addition to the costs if built to City zoning or code requirements), and such other costs and expenses incurred by Redeveloper and allowed by law to be included in TIF (collectively, the “Eligible Expenses”).

The purpose of this Agreement is to set forth the rights and obligations of each of the parties hereto with respect to the implementation of the Amended Redevelopment Plan. This Agreement is a redevelopment contract prepared pursuant to the Nebraska Community Development Law in order to implement the Amended Redevelopment Plan.

IN CONSIDERATION OF THESE MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS.

In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings for purposes of this Agreement.

- 1.1 **“Amended Redevelopment Plan”** means the Redevelopment Plan for the 84th Street Redevelopment Area, as amended by Amendment No. 1. By executing this Agreement, Redeveloper consents to and agrees to be bound by the Redevelopment Plan as amended by Amendment No. 1.
- 1.2 **“Base Year Valuation”** for the purposes of this Agreement, the Base Year Valuation for each Project shall be January 1st of the year immediately preceding the Division Date for such Project for any legally subdivided parcel within the

Redevelopment Area as requested by the Redeveloper from time to time and included by the CDA in the Notice to Divide Tax for Community Redevelopment Project (“Notice to Divide”) in accordance with Nebraska law and Section 1.5, below.

- 1.3 **“Brentwood Crossing Property”** means the property described or depicted in Exhibit “A”.
- 1.4 **“CDA”** shall mean the La Vista Community Development Agency, created by ordinance 1167 adopted by the City of La Vista, a Nebraska municipal corporation in Sarpy County, Nebraska, on February 12, 2012, or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Act.
- 1.3 **“City”** shall mean the City of La Vista, Nebraska, a municipal corporation, or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Act.
- 1.4 **“Demolition and Site Preparation”** shall mean that certain demolition and site work to be performed by the CDA pursuant to Exhibit “F” attached hereto.
- 1.5 **“Director”** shall mean the Director of the City of La Vista Planning Department.
- 1.6 **“Division Date”** shall mean the date(s) after which any ad valorem real estate tax levied upon real property in the Redevelopment Area shall be divided pursuant to the Notice to Divide with respect to a Project, and as actually divided by the Sarpy County Assessor, as is provided in the Redevelopment Law and as established from time to time in accordance with Article 2, below.
- 1.7 **“Entire Redevelopment Property”** or **“Redevelopment Property”** shall mean the real estate platted or to be platted in in two or more replats and developed in two phases substantially as shown on Exhibit “B” attached hereto and incorporated herein by this reference and redeveloped in substantial accordance with the Site Plan (the “Site Plan”) attached hereto as Exhibit “C” attached hereto and incorporated herein by this reference; provided however, a Site Plan for parts of the Subsequent Phases (as defined below) depicted in Exhibit “C” will be subject to separate review and approval by the City apart from the Site Plan for Phase I. The final Site Plans for Phase I and Subsequent Phases will be subject to any approvals as required by this Agreement. Platting will be phased as provided in Section 3.1 below.
- 1.8 **“Excess ad valorem Taxes”** or **“Excess Tax Revenues”** shall mean any ad valorem tax which is levied upon and generated by real property of a Project in the Redevelopment Area (at the rate fixed each year by or for each of the hereinafter defined public bodies), after the Division Date, by or for the benefit of the State of Nebraska, the CDA, City, and any board, commission, authority, district or any

other political subdivision or public body of the State of Nebraska (collectively “public bodies”) in excess of any ad valorem tax which is produced by such levy upon the Base Year Valuation of the Project.

- 1.9 **“Improvements”** means the improvements to redevelop the Mixed Use Redevelopment Project Area in conformity with the Site Plan, this Agreement, and the Amended Redevelopment Plan, which shall include the acquisition, financing and construction by Redeveloper of a modern mixed-use redevelopment anticipated to consist of market-rate multi-family housing (apartments and townhomes), commercial office, restaurant, and retail space, with the potential to also include a hotel or grocery store, and related Redeveloper Public Improvements, and other facilities, equipment, and improvements, as preliminarily described or depicted in Exhibit “C”. All Improvements will be in accordance with Final Plat and Site Plans as approved by the City. Phasing and the schedule for construction and completion of the Improvements will be determined in accordance with the Subdivision Agreement. Design of Improvements will be in accordance with applicable provisions of this Agreement below. Any additions, subtractions, or modifications to such Final Plat, Site Plan, phasing, schedule, or design will be subject to such approvals or requirements as provided in the applicable provisions of the Subdivision Agreement, this Agreement or subdivision laws or regulations.
- 1.10 **“Lot” or “Lots”** shall mean and refer to Lots 1 - 17 and Outlots A - C, La Vista City Centre, an Addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.
- 1.11 **“Maximum Redevelopment Loan Amount”** means \$37,428,500.00 and shall constitute the cumulative limit on all Redevelopment Loan Amounts of all Redevelopment Loans issued in connection with the Mixed Use Redevelopment Project and all Projects within the Mixed Use Redevelopment Project Area, subject to any adjustment pursuant to Section 2.5 of this Agreement.
- 1.12 **“Phase I”** shall mean that portion and those Improvements of the Mixed Use Redevelopment Project identified on Exhibit “D” attached hereto and incorporated herein by this reference.
- 1.13 **“Project”** means the Mixed Use Redevelopment Project; or any of the several projects if the Redeveloper is proceeding with any Improvements or other work of the Mixed Use Redevelopment Project as two or more projects.
- 1.14 **“Redeveloper”** shall mean La Vista City Centre, LLC, a Nebraska limited liability company; provided, in the event Redeveloper and a record owner of a Lot or group of Lots execute a partial assignment and assumption, such record owner shall be “Redeveloper” only as to such Lot or group of Lots.
- 1.15 **“Redeveloper Public Improvements”** shall mean those public improvements to be completed by the Redeveloper as required by the CDA in connection with the

Redevelopment Project and any other public improvements completed by the Redeveloper and permitted under the Redevelopment Law.

- 1.16 **“Redevelopment Area”** or “Mixed Use Redevelopment Project Area” shall mean the Entire Redevelopment Property, including any adjacent public right-of-ways.
- 1.17 **“Redevelopment Law”** shall mean the Community Development Law of the State of Nebraska (Chapter 18, Article 21, Sections 18-2101, et seq.), as supplemented by and including Sections 18-2147 to 18-2153, Reissue Revised Statutes of Nebraska, 1943, as amended.
- 1.18 **“Redevelopment Loan”** shall mean any loan made by the Redeveloper to the CDA pursuant to Section 3.2 of this Agreement.
- 1.19 **“Redevelopment Loan Amount”** shall mean the amount of any proposed or issued Redevelopment Loan.
- 1.20 **“Redevelopment Note”** or **“Redevelopment Notes”** shall mean any obligation or obligations issued by the CDA and secured by any Excess ad valorem Taxes generated by the Redevelopment Area. Each Redevelopment Note shall be in substantially the same form as the Initial Redevelopment Note (defined below) attached hereto as Exhibit “E” and incorporated herein by this reference. Any deviation of a Redevelopment Note from the form or content of the Initial Redevelopment Note requires approval of the CDA.
- 1.21 **“Redevelopment Project”** or **“Mixed Use Redevelopment Project”** shall mean the acquisition of the Entire Redevelopment Property by Redeveloper, demolition, grading and other site preparation by CDA, and the financing, development, construction, and equipping of the Improvements, and operation, maintenance, replacement, and repair of such Improvements in good and working condition and repair, by Redeveloper in accordance with the Site Plan, understanding that the Site Plan is conceptual only and may be modified from time to time based upon the actual development that occurs within the Entire Redevelopment Property and only in accordance with this Agreement and the Amended Redevelopment Plan, and also that a Site Plan for parts of the Subsequent Phases (as defined below) depicted in Exhibit “C” will be subject to separate review and approval by the City apart from the Site Plan for Phase I. The final Site Plans for Phase I and any Subsequent Phases, and any subsequent additions, subtractions, or changes, will require approval of the CDA or City. Redeveloper Improvements of the Mixed Use Redevelopment Project Area shall be continued for uses in accordance with the Mixed Use Redevelopment Project for at least twenty five (25) years after the Effective Date of this Agreement, unless otherwise approved by CDA.
- 1.22 **“Site Plan”** means the site plan attached as Exhibit “C”, understanding that the Site Plan is conceptual only and may be modified from time to time based upon the actual development that occurs within the Entire Redevelopment Property and only in accordance with this Agreement and the Amended Redevelopment Plan, and also

that a Site Plan for parts of the Subsequent Phases (as defined below) depicted in Exhibit "C" will be subject to separate review and approval by the City apart from the Site Plan for Phase I. The final Site Plans for Phase I and any Subsequent Phases, and any subsequent additions, subtractions, or changes, will require approval of the CDA or City.

1.23 **"Subdivision Agreement"** shall mean that certain Subdivision Agreement entered into by the City and the Redeveloper of even date herewith in connection with the Project.

1.24 **"Subsequent Phases"** shall mean all portions of the Project other than Phase I, which shall be developed with improvements, facilities, and uses consistent with and complimentary to Phase I and the vision for the Mixed Use Redevelopment Project Area as determined by Redeveloper, and may be completed in one or more phases, some or all of which may be simultaneous with Phase I. Provided, however, (i) the schedule or phasing of improvements of any subsequent phase will be determined in accordance with the Subdivision Agreement; (ii) any proposed changes to the final Site Plan or Final Plat will require approval of the City; and (iii) any proposed design changes will require approval of the CDA in accordance with applicable provisions of this Agreement below

SECTION 2. OBLIGATIONS OF THE CDA.

2.1 **Issue of Redevelopment Notes.** Upon the Redeveloper's notice to CDA of commencement of a Project, and prior to the issuance of a Redevelopment Note, the Redeveloper shall provide the CDA sufficient documentation demonstrating the project costs, Eligible Expenses, and proposed Redevelopment Loan Amount for that Project, the cumulative Redevelopment Loan Amount issued to date, and other such information required by the CDA to verify the Maximum Redevelopment Loan Amount will continue to be supported by the payment of Excess Tax Revenues. The CDA shall borrow from the Redeveloper, or the subsequent owner of such Lot or group of Lots, a portion of the Maximum Redevelopment Loan Amount, which amount shall be determined by the Redeveloper in its sole discretion provided Redeveloper demonstrates that the Maximum Redevelopment Loan Amount will continue to be supported by the payment of Excess ad valorem Taxes, it being understood that the total amount requested for a Redevelopment Loan for the Redevelopment Property, when combined with the principal amounts of all previously issued Redevelopment Loans, shall not exceed the Maximum Redevelopment Loan Amount, as may be adjusted pursuant to Article 2, Section 5 below. Concurrently with commencement of the initial Project by Redeveloper, or the subsequent owner of such Lot or group of Lots, as directed in writing by Redeveloper, the CDA may issue to the Redeveloper, or the subsequent owner of such Lot or group of Lots, one or more Redevelopment Notes in such denominations specified by the Redeveloper to evidence the CDA's obligation to repay that portion of the Redevelopment Loan initially borrowed by the CDA from the Redeveloper. Thereafter, as the Redeveloper, or the subsequent owner of a Lot or group of Lots, lends additional monies to the CDA pursuant to this Agreement, the CDA shall execute and deliver such additional Redevelopment Notes in such denominations specified by the Redeveloper from time to time to evidence the CDA's obligation to repay the Redevelopment Loan. Each Redevelopment Note shall

be repaid from the Excess Tax Revenues from the Lot or group of Lots within the Redevelopment Property specified by the Redeveloper, from time to time, provided that the principal amount of all such Redevelopment Notes secured by the Excess Tax Revenues from a particular Lot or group of Lots shall not exceed the Maximum Redevelopment Loan Amount; and the principal amount of all Redevelopment Notes shall not exceed the Maximum Redevelopment Loan Amount. CDA and the Redeveloper hereby agree that the maximum purchase price for each Lot that will be considered an Eligible Expense for purposes of this Agreement shall not exceed \$40 per square foot of land on the applicable Lot, provided that such maximum shall be increased annually by one and one-half percent beginning two (2) years after the Effective Date of this Agreement. Notwithstanding anything in this Agreement to the contrary, all Redevelopment Loans with respect to the Mixed Use Redevelopment Project Area shall be subject to the Maximum Redevelopment Loan Amount. Any proposed Redevelopment Loan, when combined with the principal amounts of all previously issued Redevelopment Loans, shall not exceed the Maximum Redevelopment Loan Amount and shall be closed in the same manner as the initial Redevelopment Loan, except as otherwise may be provided in this Agreement.

The Redevelopment Note or Redevelopment Notes shall be secured by and payable only from the Excess Tax Revenues produced from the improvement, development, and redevelopment of each Project and the Lot or group of Lots within the Redevelopment Property for such Project as designated by the Redeveloper from time to time. If requested by the Redeveloper, the CDA shall enter into an administrative amendment or amendments to this Agreement with the Redeveloper identifying the development of a particular Lot or Lots within the Redevelopment Property as a separate redevelopment project under the Amended Redevelopment Plan and providing for the issuance of Redevelopment Notes secured by and payable only from the Excess Tax Revenues produced from the improvement, development, and redevelopment of such designated Lot or Lots. Provided, however, notwithstanding anything in any amendment to the contrary, all Lots, Projects, Redevelopment Notes and Redevelopment Loans shall be and remain subject to all provisions of this Agreement as they were applicable before the amendment; and any amendment to the contrary shall be null and void.

2.2 Use of Redevelopment Loan Proceeds. The CDA shall grant the entire amount of the Redevelopment Loan proceeds, up to the Maximum Redevelopment Loan Amount, to the Redeveloper, or the subsequent owner of a Lot or Lots, as allowed for by this Agreement, for land acquisition, demolition, site preparation, and other Eligible Expenses of improving, developing and redeveloping the Lots within the Redevelopment Area allowed by the Redevelopment Law.

2.3 Division Dates. The Division Date(s) for the Redevelopment Project shall be established from time to time by the Redeveloper based upon the development of any Lot or group of Lots within the Redevelopment Property. The Redeveloper shall send written notice to the CDA requesting the Division Date for each Lot or group of Lots within the Redevelopment Property. Upon receipt of the written request of Redeveloper to set the Division Date for any Lot or group of Lots within the Redevelopment Property, the CDA shall file a Notice to Divide with respect to such parcel with the Sarpy County Assessor, which such Notice to Divide shall specify the calendar year that the division of the real property tax is to become effective and the Base Year Valuation for each Lot or group of Lots, as the case may be. The Excess Tax Revenues for each Lot or group of Lots within the Redevelopment Property shall not exceed fifteen (15)

years after the effective date the Notice to Divide is executed and delivered by the CDA to the Sarpy County Assessor's office with respect to such Lot or group of Lots; it being understood by the parties hereto that the real property taxes which are levied in the fifteen (15th) year with respect to such Lot or group of Lots, but are actually paid by Redeveloper (or its successor or assigns) in the sixteenth (16th) year, shall be paid immediately, upon being available to the CDA, towards the retirement of the amounts due under the applicable Redevelopment Note(s) but in no event shall the Redeveloper receive more than fifteen (15) years of tax payments, which shall not exceed thirty (30) semi-annual payments. The CDA shall not file a Notice to Divide for any Lot or group of Lots within the Redevelopment Property unless and until a written request is made by the Redeveloper for such Lot or group of Lots.

2.4 Redevelopment Notes. The Maximum Redevelopment Loan Amount shall be issued to Redeveloper, or the subsequent owner of a Lot or Lots, as established by written notice delivered by Redeveloper to the CDA, based upon the: (i) timing of construction and completion of the Improvements on each Lot; (ii) the estimated amount of eligible cost associated in improving, developing, and redeveloping each Lot; and (iii) the anticipated increment to be created upon completion of the improvements on such Lot. The CDA and the Redeveloper both intend that the Redeveloper shall receive the maximum benefit up to the Maximum Redevelopment Loan Amount from the Excess ad valorem Taxes that will be available as a result of the improvement, development, and redevelopment of the Entire Redevelopment Property, including all Projects within the Mixed Use Redevelopment Project Area, limited to eligible expenses allowable under the Redevelopment Law. The Redeveloper agrees and acknowledges that the maximum benefit available from the Excess ad valorem Taxes may not be available or sufficient to make the necessary debt service payment in any given year. The parties agree that there shall not be any recourse against the City or CDA for any shortfall or otherwise on any Redevelopment Loan except to make payments from available Excess ad valorem Taxes.

2.5 Additional Redevelopment Notes for Subsequent Projects. It is anticipated that the total valuation of the Redevelopment Project will not generate Excess Tax Revenues sufficient to recapture the total expenditure of Eligible Expenses associated with the Redevelopment Project. Accordingly, in the event the Redeveloper can demonstrate to the satisfaction of the CDA that the Mixed Use Redevelopment Project can support a higher Maximum Redevelopment Loan Amount, the Maximum Redevelopment Loan Amount will increase to the supported amount ("Adjusted Maximum Redevelopment Loan Amount") and the CDA shall execute and issue such additional Redevelopment Notes to the Redeveloper or its designees or assigns in such amounts and denominations up to the increase of the Adjusted Maximum Redevelopment Loan Amount over the Maximum Redevelopment Loan Amount, as determined by the Redeveloper only to the extent the issuance of such Redevelopment Notes is supported by the incremental increase in valuation of the subsequent Projects, as shall be demonstrated by the information provided by the Redeveloper in accordance with Section 2.1 hereof. The parties hereto recognize that any such notes issued pursuant to this Section shall be considered and treated as administrative in nature and not as a legislative amendment to this Agreement or the Amended Redevelopment Plan. In the event Redeveloper requests additional Redevelopment Notes, the Redeveloper shall lend or have lent additional redevelopment funds to the CDA in an amount equal to the principal amount of such Redevelopment Notes, and such redevelopment funds shall be granted to the Redeveloper, subject to TIF eligible expenses, as allocated by the Redeveloper. Redeveloper, before Redevelopment

Loans applicable to a Project are issued, shall provide CDA access to proformas supporting the Redevelopment Loans for the Project, including the anticipated loan proceeds, anticipated assessed value after completion of Improvements and anticipated incremental tax increase. Any such subsequent Redevelopment Loan, when combined with the principal amounts of the outstanding Redevelopment Loans, shall not exceed the Maximum Redevelopment Loan Amount, subject to possible adjustment pursuant to this Section, and shall be closed in the same manner as the initial Redevelopment Loan, except as provided for in this Section

2.6 Delivery of Evidence. The Redeveloper shall ensure that prior to expenditure or disbursement of Redevelopment Note proceeds, the following shall be obtained and provided to CDA, to wit:

2.6.1 Redeveloper, or the subsequent owner of a Lot, as applicable, shall provide the CDA with evidence, acceptable to the CDA, that private funds have been irrevocably committed to complete that portion of the Improvements funded by the corresponding Redevelopment Note.

2.6.2 Redeveloper, or the subsequent owner of a Lot, as applicable, shall provide evidence of, and maintain adequate performance and labor and materials payment bonds for the Redeveloper Public Improvements to be constructed by Redeveloper during the period of actual construction of the Project (so as to exclude acquisition cost, TIF fees, and capitalized interest) during the period of construction of the Redevelopment Project satisfying Neb. Rev. Stat. Section 18-2151. The CDA and City shall be specified as a co-obligee. The intent is not to require under this Agreement and the Subdivision Agreement more than one bond of the same type and amount, covering the same performance and the same improvements. In such a case, the City Engineer may accept a single bond to satisfy the bonding requirement of both agreements, provided the bond expressly guarantees payments and performance under both agreements, in the greater amounts required under such agreements, and names both the City and CDA as beneficiaries

2.7 Special Fund. The CDA shall establish a special fund or funds under Section 18-2147 of the Nebraska Revised Statutes for the purpose of collecting the Excess ad valorem Taxes generated by the Redevelopment Project. All Excess ad valorem Taxes shall be collected and held in a special fund or funds and shall be used for no purpose other than to repay the Redevelopment Notes, until such time as no Redevelopment Notes are outstanding and unpaid.

2.8 No Special Assessments. Public improvements described in the Subdivision Agreement will be constructed by the City at its cost. The City intends to use general tax proceeds or other available sources of revenue, and not to specially assess the cost against any Lot within the Redevelopment Area, or against the improvements located thereon in regard to the Redevelopment Project. This section does not prohibit future special assessments for future projects initiated and constructed by the CDA or City.

2.9 Implementation of CDA Obligations. The CDA shall take all actions required by law, including, but not limited to, coordinating with the City as might be necessary to hold public

hearings or issue approvals, to issue permits for utility relocation where necessary pursuant to City's existing policies, approving and executing contracts and agreements and enacting resolutions to implement the CDA's obligations under this Agreement.

2.10 Site Work Obligations of CDA. The CDA shall, at the sole cost and expense of CDA or City, take or cause the actions set forth on Exhibit "F" attached hereto and incorporated herein by this reference, in connection with eliminating and preventing recurrence of the substandard and blighted 84th Street Redevelopment Area; the performance of which is conditioned upon Redeveloper using the Entire Redevelopment Property for mixed use redevelopment in accordance with this Agreement and the Amended Redevelopment Plan.

SECTION 3. OBLIGATIONS OF THE REDEVELOPER.

3.1 Subdivision of the Entire Redevelopment Property. The Redeveloper has acquired or will acquire the Entire Redevelopment Property in anticipation of this Agreement, and the Redeveloper is in the process of subdividing the Entire Redevelopment Property into the Lots. The Redeveloper shall make good faith efforts to subdivide the Entire Redevelopment Property substantially as shown on Exhibit "B" attached hereto. Provided, however, Redeveloper desires to subdivide the Entire Redevelopment Property in phases. The initial phase and subdivision is attached as Exhibit "B-1," as approved by the City Council on October 4, 2016 ("Initial Replat"). Subsequent phases and subdivisions will be prepared as needed to carry out this Agreement ("Subsequent Replat"). Notwithstanding anything in this Agreement to the contrary, any obligations or performance of Redeveloper or City under this Agreement that are dependent on any Subsequent Replat of the Property, and any time for performance thereof, shall be subject to successful completion of such Subsequent Replat. The Initial Replat and all Subsequent Replats from time to time approved by the City Council together shall be referred to in this Agreement as "Final Plat."

3.2 Redevelopment Loan. The Redeveloper or subsequent owner of a Lot or group of Lots, subject to the Maximum Redevelopment Loan Amount on all Redevelopment Loan Amounts and potential increase of said amount pursuant to Section 2.5, may lend to the CDA the sum of not more than is supported by the incremental increase in valuation of the applicable Project, as shall be demonstrated by the information provided by the Redeveloper, which shall be evidenced by the one or more Redevelopment Notes. The Redevelopment Loan proceeds, when combined with other private or public funds available, will be used by the Redeveloper, or its successors and assigns, for the development of each Lot within the Redevelopment Area. The Maximum Redevelopment Loan Amount to be issued pursuant to this Agreement shall assume that the Redevelopment Notes will bear interest at the rate of five and one-half percent (5.5%) per annum. In the event the Redeveloper elects to monetize the Redevelopment Notes and the interest rate changes, the applicable Maximum Redevelopment Loan Amount may be amended accordingly. The Redeveloper shall use the proceeds of any Redevelopment Loan granted to the Redeveloper pursuant to this Agreement for Eligible Expenses in connection with improving, developing and redeveloping the Redevelopment Property.

3.3 Certification of Note for Payment. The Redeveloper and any subsequent holder of any Redevelopment Note shall provide the notice as required herein with copy to the CDA c/o

the City Finance Department with written certification that it owns and holds the original executed Redevelopment Note prior to disbursement of any proceeds for the payment of such Redevelopment Note. If a Redevelopment Note is lost, destroyed, or stolen, the Redeveloper or any subsequent holder of a Redevelopment Note may so certify to the CDA, whereupon the CDA shall issue a replacement Redevelopment Note; provided, that the Redeveloper or such subsequent holder shall provide the CDA with an indemnity agreement or other security reasonably required by the CDA in connection with the issuance of such Replacement Note.

3.4 Entire Redevelopment Property Improvements. The Redeveloper shall design and construct or shall enter into agreements with third parties who acquire title to any Lot or group of Lots within the Redevelopment Property to design and construct on such Lot or group of Lots the Improvements (as identified in the Preliminary Statement of this Agreement), which may be modified from time to time by mutual agreement of the Redeveloper and the CDA, creating a minimum stipulated value of improvements for real estate tax assessment purposes valued to the extent necessary to pay the Redevelopment Notes with Excess Tax Revenues. Notwithstanding anything in this Agreement to the contrary, Redeveloper intends to develop, own, operate, and maintain Phase I as the initial phase of the Mixed Use Redevelopment Project. Prior CDA approval is required for any proposed conveyance of any conveyance of any of the Mixed Use Redevelopment Project Area before Phase I is substantially completed. For purposes of this Section 3.4, “substantially completed” shall mean the date in which CDA accepts the Public Improvements completed by Redeveloper.

3.5 Certain Agreements Regarding Tax Increment Financing. While the Redevelopment Notes are outstanding, the following shall apply:

3.5.1 Redeveloper intends to sell and convey the Lots of Subsequent Phases within the Redevelopment Property to third party Developers/users. As such, the parties agree that it is not feasible in this Agreement to allocate any minimum real estate tax valuation to any particular Lot or group of Lots. At each Redevelopment Loan closing, the Redeveloper will certify to the CDA in writing that the Redeveloper has given written notice to the bank or other lender of the Redevelopment Loan funds that the owners of the Lot or group of Lots within the Redevelopment Property will not have the right to protest any real estate tax valuations below the amount agreed to in the Minimum Valuation Agreement for their respective Lots while any Redevelopment Note is outstanding below the amount agreed to in the Minimum Valuation Agreement. Nothing in the Minimum Valuation Agreement shall limit the discretion of the Assessor to assign an actual value to the property in excess of such Minimum Valuation Agreement nor prohibit the Redeveloper or property owner from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, neither the Redeveloper nor the owner of any Lot within the Redevelopment Property shall seek and/or obtain a reduction of such actual value below the valuation established in the Minimum Valuation Agreement. The Minimum Valuation Agreement shall remain in effect until all of the Redevelopment Notes are either paid in full or the fifteen year amortization period has expired with respect to each Lot within the Redevelopment

Property in accordance with the Redevelopment Law. The Minimum Valuation Agreements shall be filed for record in the office of the Sarpy County, Nebraska, Register of Deeds, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of any such Lot or group of Lots to which the Minimum Valuation Agreement applies, whether voluntary or involuntary. Such Minimum Valuation Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or lienholder, as well as all prior lienholders, each of which prior lienholders shall sign a consent to the Minimum Valuation Agreement. The Redeveloper agrees that it will not protest a real estate improvement valuation on Phase I of an aggregate amount established by the CDA before commencement of Demolition and Site Preparation ("Aggregate Phase I Minimum") or less after substantial completion of Phase I; provided, however, Redeveloper shall have the right to allocate this minimum number among the Lots in Phase I provided the aggregate minimum shall remain at or below the Agreed Phase I Minimum. The Redeveloper agrees, with respect to any Project of the Subsequent Phases that it will agree to an affirmative obligation not to protest a real estate improvement valuation on each Project of an aggregate of the value of the Project as of the Base Year plus the approximate cost necessary to adequately fund the TIF, the exact amount to be determined at the time of finalization of the TIF for each Project.

3.5.2 Redeveloper, or the subsequent owner of a Lot or group of Lots, shall not convey any Lot or any portion thereof or any structures thereon to any entity that would be exempt from the payment of ad valorem taxes.

3.5.3 Redeveloper, or the subsequent owner of a Lot or group of Lots, shall maintain with respect to any structures on any Lot or portion thereof fire and extended coverage insurance thereon for the full insurable value thereof, subject to such commercially reasonable deductibles, however, as the Redeveloper and any subsequent owner of the Lot may determine. An owner or occupant of a building on any Lot may, with the consent of the CDA (which consent shall be reflected in an administrative amendment to this Agreement), which consent shall not be unreasonably withheld, and the written consent of the then holder or holders of any outstanding Redevelopment Notes, elect to self-insure such risks, but only if such owner has a net worth of at least \$100,000,000.00. In the event of a casualty loss, the Redeveloper or the then owner of the damaged property, as appropriate, shall reconstruct such improvements or, alternatively, subject to approval of CDA, shall escrow funds or provide insurance proceeds in an amount equivalent to the amount of Excess Tax Revenues that would have been generated from the property had it not been damaged. Such escrowed funds or insurance proceeds shall be used to amortize the outstanding Redevelopment Notes secured by the Excess Tax Revenues from that owner's real estate.

3.5.4 As long as any Redevelopment Note or Redevelopment Notes remain outstanding, the Redeveloper shall cause all real estate taxes and assessments

levied on any Lot owned by Redeveloper to be paid prior to delinquency. In addition, as long as any Redevelopment Note or Redevelopment Notes remain outstanding, the subsequent owner of a Lot or group of Lots shall cause all real estate taxes and assessments levied on any such Lot to be paid prior to delinquency. Provided Redeveloper has complied with this notice requirement, the Redeveloper shall not be responsible for the actions of the third parties (which shall expressly exclude any affiliates of Redeveloper or any entity controlled or under common control with Redeveloper) if these covenants are breached with respect to a Lot or group of Lots and the breach occurs after conveyance of such Lot or group of Lots to such third parties; rather, the transferees of any such Lot or group of Lots will be responsible for such breach.

3.5.5 Each of the foregoing covenants shall run with the land and be binding on subsequent owners of any Lot or group of Lots within the Redevelopment Property as long as any Redevelopment Note is outstanding, and shall be referenced in a Notice of Redevelopment Agreement to be recorded in the office of the Register of Deeds of Sarpy County, Nebraska upon full execution of this Agreement. The Redeveloper agrees to include the covenants set forth in this Section in any subsequent sale, assignment, sale-leaseback or other transfer of any Lot within the Redevelopment Property.

3.5.6 Redeveloper, or the subsequent owner of a Lot or group of Lots, shall not, without the express prior written approval of the CDA, (a) materially alter, change, demolish or otherwise modify that portion of the Improvements which constitute the façade and lighting, including without limitation window enhancements, paid for or reimbursed in whole or in part as Eligible Expenses with proceeds of a Redevelopment Loan (the “Architectural Enhancements”), or (b) add, install or otherwise locate signs, canopies, coverings or other additions, whether temporary or permanent to the Architectural Enhancements inconsistent with the design standards set forth in Exhibit “G”, as may be amended from time to time. Redeveloper, or the subsequent owner of a Lot or group of Lots, may make repairs or enhancements to such Architectural Enhancements without prior approval, but only to restore such elements to their original intended condition.

3.6 **Phase I Purchase Option.** The CDA shall have the right to purchase the Entire Redevelopment Property in the event the Redeveloper fails to:

3.6.1 commence construction of Phase I within one hundred twenty (120) days after the CDA completes Demolition and Site Preparation; provided, however, Redeveloper’s timeframe for commencing construction shall be extended one day for each day of delay by the CDA in completing the Demolition and Site Preparation within the timeframes set forth in this Agreement, or

3.6.2 substantially complete Phase I within forty-eight (48) months after commencement of construction of Phase I.

The CDA shall have the right to exercise the purchase option only after providing written notice to Redeveloper of its intent to do so and Redeveloper failing to commence construction or substantially complete within ninety (90) days after receipt of such written notice. The purchase price for CDA's purchase of the Entire Redevelopment Property shall be equal to the amount Redeveloper initially paid to acquire the Entire Redevelopment Property, plus all reasonable costs incurred by Redeveloper in connection with the ownership of the Entire Redevelopment Property and development of the Project, including but not limited to, platting, construction costs, design and engineering, marketing and carry costs. In addition, Redeveloper prior to closing will document to CDA all Redeveloper costs and deliver all design, engineering and other documentation, the costs of which are included in the purchase price. Prior to any loan closing to acquire the Brentwood Crossing Property or otherwise connected with the Mixed Use Redevelopment Project, Redeveloper shall give notice to the bank or other lender of the Redevelopment Loan funds that the Lots within the Redevelopment Property will be subject to the options described in Sections 3.6 and 3.7.

3.7 Repurchase In the Event of Foreclosure. In any case where the holder of any mortgage obtains title to any portion of the Redevelopment Area or any part thereof as a result of foreclosure proceedings or action in lieu thereof, prior to issuance by the City of the Redeveloper's Certificate of Completion of Improvements for the applicable phase of the Project, the CDA shall be entitled, at its option, to a conveyance to it of the applicable Redevelopment Area after payment of an amount equal to the sum of:

3.7.1 The Redevelopment Note debt and any mortgage debt at the time of foreclosure or action in lieu thereof (less all the appropriate credits including those resulting from collection and application of rentals and other income received during foreclosure proceedings), including any prepayment penalties associated with the mortgage debt;

3.7.2 All expenses with regard to foreclosure;

3.7.3 The net expense, if any, incurred by such holder in and as a direct result of its subsequent management and operation of the Redevelopment Area;

3.7.4 the depreciated cost of any improvement made by such holder;

3.7.5 all other reasonable holding costs actually incurred as to the Redevelopment Area.

The CDA's option shall remain in force for ninety (90) days after the date the holder of any Mortgage obtains title to said Project or part thereof and notifies the CDA, unless the CDA waives the option prior to the end of such 90-day period. In the event the CDA exercises its option under this Section, then the CDA shall also be required to repay in full any and all outstanding Redevelopment Loan proceeds, if any, remaining after paying the Redevelopment Note debt pursuant to subsection 3.7.1.

3.8 Design Approval. Redeveloper has agreed that, as part of the Eligible Expenses

and to enhance the Mixed Use Redevelopment Project as a public improvement for the Mixed Use Redevelopment Project Area, Redeveloper shall construct all Improvements in accordance with design standards set forth in Exhibit "G," subject to any additions, subtractions, or modifications and final approval of the City Administrator, acting on behalf of the CDA. The façade and lighting enhancements, including without limitation window enhancements, which are necessitated by such design standards, over and above City code standards, are public improvements for the benefit of the CDA and the City and shall be part of Eligible Expenses. The Redeveloper shall have a pre-application meeting with the Community Development Department and shall thereafter submit designs and plans for the exterior and façade ("Exterior Drawings") to the CDA incorporating input from the pre-application meeting for review of the Community Development Department for prior written approval. The Community Development Department shall, within forty five (45) days of receipt, complete initial review and approve the Exterior Drawings if determined to be in substantial conformity with the Design Standards. Failure upon such initial review to reject the applicable documents (which notice shall include specific objections) within forty five (45) days shall be deemed as approval by the CDA. In the event any changes are required upon initial review, or in the event of a change to the exterior or façade during the term of the Redevelopment Loan, Redeveloper shall submit new Exterior Drawings for review and approval by the CDA in accordance with the process set forth herein, except thirty (30) days will be substituted as the applicable time periods.

3.9 **Additional.**

3.9.1 Taxes. In the case of any real estate owned by Redeveloper in the 84th Street Redevelopment Area, the Redeveloper (i) consents with respect to designation of any or all of the 84th Street Redevelopment Area as enhanced employment areas and levies of general business occupation taxes therein as determined by the City from time to time and applicable to all businesses in the City ("GBOT"); provided, however, the GBOT rate generally will be in accordance with the norm within the metropolitan Omaha area with respect to a GBOT that is the same as a GBOT levied in other communities in the metro area; (ii) except as otherwise expressly provided in this Agreement with respect to tax increment financing, agrees that it shall not directly or indirectly challenge or contest, or encourage any other person or entity to challenge or contest, any property tax valuation in the Mixed Use Redevelopment Project Area or City revenues, including GBOT, property taxes or local option sales taxes; (iii) represented and confirms that new investment within the Mixed Use Redevelopment Project Area is projected to result in at least the required number of new employees and new investment applicable under the circumstances at the time under Neb. Rev. Stat. Section 18-2116(2); and any business in the Mixed Use Redevelopment Project Area that has 135,000 square feet or more and annual gross sales of \$10 million or more will provide an employer provided health benefit satisfying requirements of Neb. Rev. Stat. Section 18-2116(2); and (iv) agrees to record this Agreement with respect to real estate owned by the Redeveloper, the provisions of which shall be binding upon all successors and assigns of such real estate or Redeveloper.

3.9.2 Maintenance. Redeveloper will operate, maintain, replace and repair the

Improvements in good and working condition and repair in accordance with the prevailing standards applicable to first-class developments of similar size, kind and quality, and in accordance with requirements of all applicable laws, rules and regulations. For these purposes, "first-class" means that the Redeveloper will use the highest quality, design and construction techniques and materials that will produce a development of the highest quality according to applicable industry standards. Comparable projects in the area include Aksarben Village and Midtown Crossing. Finally, the Minimum Uses within the Mixed Use Redevelopment Project Area as described in the Subdivisions Agreement shall continue to apply and must be satisfied during the period of and for at least 25 years after the Grand Opening of Phase I Subdivider Improvements as defined in the Subdivision Agreement, unless otherwise agreed by City.

SECTION 4. MISCELLANEOUS PROVISIONS OF THE AGREEMENT.

4.1 **Non-discrimination.** Annexed hereto as Exhibit "H" attached hereto and made part hereof by reference are the equal employment provisions of this Agreement, wherein each Redeveloper is referred to as Contractor. The Redeveloper shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, sexual orientation, age, political or religious opinions, affiliations or national origin.

4.2 **Construction.** Captions used in this Agreement are for convenience and are not used in the construction of this Agreement. This Agreement shall be subject to and construed in accordance with the Amended Redevelopment Plan.

4.3 **Applicable Law.** Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

4.4 **Interest to the CDA/City.** No elected official or any officer or employee of the CDA or the City shall have any interest in any contract or property that is prohibited by applicable State Statutes.

4.5 **Merger.** This Agreement shall not be merged into any other oral or written contract, lease or deed of any type.

4.6 **Modification.** This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.

4.7 **Assignment and Delegation of Redeveloper's Duties.**

4.7.1 Phase I. The Redeveloper shall not have the right to assign its rights or obligations hereunder for Phase I without the prior written approval of the CDA. In the event Redeveloper desires to assign all or any portion of Phase I, the Redeveloper shall give the CDA reasonable prior notice, a copy of the proposed assignment, and information concerning the identity, creditworthiness, and qualifications of the proposed assignee, and such additional information as requested. The Redeveloper shall also provide the CDA with a true and complete copy of documentation evidencing such assignment promptly after it has been executed by the parties thereto. Notwithstanding anything herein to the contrary, Redeveloper shall have the privilege of assigning its respective rights and delegating some or all of its respective duties for Phase I hereunder to any Affiliate of Redeveloper. Redeveloper shall deliver to the CDA an executed copy of any such assignment with respect to Phase I or any Subsequent Phases. For the purposes of this Agreement, the term "Affiliate" shall mean any partnership, corporation, limited liability company or limited partnership under the direct or indirect control of Chris Erickson. For the purposes of this Agreement, the terms "Control," "Controlling" and "Controlled" mean, with respect to any specified partnership, corporation, limited liability company or limited partnership, the power to direct or cause the direction of the management or policies of such partnership, corporation, limited liability company or limited partnership directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

4.7.2 Subsequent Phases. Subject to the foregoing requirement, the Redeveloper shall have the right to assign its respective rights and obligations hereunder corresponding to the sale of some or all of the Subsequent Phases to any purchaser of a Lot in a Subsequent Phase it determines based on reasonable inquiry and investigation to be creditworthy, qualified, and capable of performing such obligations. In the event that the Redeveloper sells any portion of the Redevelopment Area constituting a Subsequent Phase and assigns its rights and obligations hereunder, Redeveloper, as a condition of the assignment, shall obtain a repurchase option allowing Redeveloper to elect to repurchase the applicable property in the event that the assignee does not (i) commence construction within twelve (12) months after the date upon which assignee takes title to the applicable property or (ii) complete construction within three (3) years after the commencement of construction. The repurchase option shall be for the initial purchase price paid by the assignee to Redeveloper for the applicable property and shall otherwise include commercially reasonable terms agreed upon by the Redeveloper and assignee. Redeveloper shall ensure that the CDA is a third party beneficiary to the repurchase option and has a right for at least ninety days after the Redeveloper's option expires to repurchase the applicable property on the same terms in the event the Redeveloper does not exercise its repurchase option. The Redeveloper shall give the CDA reasonable prior notice and information concerning the identity, creditworthiness, and qualifications of any such assignee. The Redeveloper shall also provide the CDA with a true and complete copy of documentation evidencing such assignment and the CDA's option promptly after execution by the parties thereto.

4.7.3 Redeveloper Control. Redeveloper warrants that Chris Erickson controls and will continue to control Redeveloper. Any voluntary, involuntary, direct or indirect transfer of control of Redeveloper shall require approval of the City or CDA.

4.8 **Administrative Amendments.** The parties hereto recognize that certain administrative amendments may need to be made to this Agreement in order to carry out the intent of this Agreement and the Amended Redevelopment Plan. In that regard, the parties hereto hereby nominate the following individuals, or their successors, to be their respective authorized representatives, acting in their specific capacities, to execute any such administrative amendments to this Agreement on their behalf:

For the CDA: The Mayor, City Administrator or City Engineer
 For the Redeveloper: Christopher L. Erickson

The parties hereto recognize that any such minor amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in §18-2117 of the Redevelopment Law, shall be considered and treated as administrative in nature and not as a legislative amendment to this Agreement or the Amended Redevelopment Plan. However, amendments of the following types, except as otherwise provided in this Agreement, shall be referred to the CDA for approval:

- (i) Those that materially alter or reduce existing areas or structures otherwise available for public use or access;
- (ii) Those that require the CDA to undertake any additional works or improvements beyond the levels contained in this Agreement;
- (iii) Those that obligate the CDA on any loans, bonded indebtedness, deferred payments of any types, or other financial obligations; and
- (iv) Those that the City Administrator decides to refer for approval of the governing body of the CDA.

4.9 **Remedies.**

4.9.1 The parties understand and agree that with respect to the various obligations of the parties hereunder, time is of the essence, and in the event that any party hereto shall fail to carry out any of its obligations under this Agreement, the remaining parties hereto would have no adequate remedy at law. Therefore, the parties hereto shall be entitled to enforce the obligations of a defaulting party under this Agreement pursuant to all available equitable remedies, including, but not limited to, specific performance, injunction, and mandamus.

4.9.2. Except as otherwise expressly provided in this Agreement, an event of default occurs upon breach of any material covenant, obligation or requirement of a party under this Agreement or the Subdivision Agreement and the continuation of

such breach for thirty (30) days after receipt of written notice from the non-breaching party specifying the nature and extent of such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, the failure of the breaching party to commence to cure such breach within such thirty (30) day period and to diligently continue to pursue same to completion. Should an event of default by a party occur hereunder, the other party that is not then in default may, by written notice to the defaulting party, terminate this Agreement. Before the non-defaulting party may, in addition to any other remedy provided in this Agreement, terminate this Agreement, written notice and opportunity to cure as provided at the beginning of this paragraph shall be required.

4.9.3 All remedies provided by this Agreement shall be cumulative and include all other remedies available at law or in equity.

4.10 **Survival.** All of the obligations, warranties, and indemnities of the parties to this Agreement shall survive all conveyances of real estate required pursuant to this Agreement.

4.11 **No Reliance on Others.** Except for any specific representations and 'warranties set forth in this Agreement, each party hereto agrees that it is relying on its own opinions, estimates, studies, and information with regard to such party's respective obligations under this Agreement and no party hereto or its agents or contractors shall be responsible or liable for estimates or opinions of costs given to other parties in connection herewith.

4.12 **Delays.** No party hereto shall be liable to any other party hereto for direct or consequential damages suffered or incurred as the result of delays in completion of Redevelopment Project proximately caused by External Causes (as defined below). In addition, to the extent the CDA or the Redeveloper is prevented or delayed in timely performing its obligations hereunder due to External Causes, its performance shall be excused for so long as any such External Causes stand as an impediment to such performance and the amount of time for such party to fulfill its obligations under this Agreement shall be extended for a like period of time. However, the party whose performance hereunder is thus impeded shall use reasonable efforts to eliminate or overcome such delays. If the CDA or the Redeveloper is delayed in the performance of its obligations hereunder due to External Causes, then the other party shall be entitled to an extension for a like period of time for performance of its obligations reasonably related to the obligations the performance of which is delayed by External Causes. As used herein, the term "External Causes" shall include strikes, riots, acts of God, shortages of labor or materials, war, and material changes in governmental laws, regulations or restrictions.

4.13 **Cooperation and Coordination.** The CDA and the Redeveloper shall cooperate with each other and seek to coordinate their respective grading, demolition, site preparation, street relocation and improvement, utility relocation, removal, and construction activities hereunder so as to minimize to the extent reasonably practical the costs of such work for both parties and to accommodate the Demolition and Site Preparation by the CDA and the construction by the Redeveloper and any successor or assign of the CDA or Redeveloper; provided that the foregoing shall not be construed to permit or require that the any party consent to any delays or extensions of the times set forth herein for the other party to commence or complete its obligations under this

Agreement.

4.14 **Severability.** In the event any clause or provision in this Agreement 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 Agreement shall not be affected thereby. The parties hereto agree that, in lieu of such illegal, invalid or unenforceable clause or provision, a provision that is legal, valid and enforceable, with as substantially similar terms as possible, shall be inserted in lieu thereof as an administrative amendment.

4.15 **Waiver.** The parties hereto agree that, notwithstanding any sale or lease of any portion of the Entire Redevelopment Property after the date hereof, the Amended Redevelopment Plan may be modified or amended by the CDA without the consent of any other party or any successor or assign of such party, unless such amendment will materially and adversely affect such party's rights under this Agreement or otherwise, or unless such amendment involves the property owned by such party. To the extent Section 18-2117, Nebraska Revised Statutes, as amended, may provide to the contrary, any rights under such statute are waived by the parties hereto.

4.16 **Incorporation.** The preliminary statement at the beginning of this Agreement, the Subdivision Agreement, and all exhibits or other documents or instruments referenced in this Agreement shall be incorporated into this Agreement by reference.

4.17 **Approvals.** Except as otherwise provided in this Agreement, any approvals required in this Agreement shall mean the prior written approval of the party. The City Administrator, City Engineer, or her or his designee shall be authorized to provide any approval on behalf of the CDA, unless the City Administrator determines that approval of the governing body shall be obtained. Chris Erickson shall be authorized to provide any approval on behalf of the Redeveloper.

4.18 **No Partnership or Joint Venture.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of partners or creating or establishing the relationship of a joint venture between or among any of the parties to this Agreement or as constituting any party hereto as the agent or representative of any other party for any purpose or in any manner under this Agreement, it being understood that each party is an independent contractor hereunder.

4.19 **CDA Actions Subject to Applicable Procedures.** All actions or approvals of the CDA under this Agreement shall be subject to the procedures and other requirements of applicable laws, rules, regulations, policies and procedures.

4.20 **Covenants Running with Land.** This Agreement and the agreements and understandings herein constitute covenants running with the land and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other person or entity gaining or claiming any interest or lien within the Mixed Use Redevelopment Project Area.

4.21 This Agreement has been entered into by the CDA to provide financing for an approved redevelopment project.

SECTION 5. AUTHORIZED REPRESENTATIVES.

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

5.1	<u>CDA</u> City Clerk 8116 Park View Blvd. La Vista, NE 68128	With copies to City Administrator 8116 Park View Blvd. La Vista, NE 68128
		Community Development Director 8116 Park View Blvd. La Vista, NE 68128
		Fitzgerald Schorr, PC, LLO Attn: Tom McKeon 200 Regency One 10050 Regency Circle Omaha, NE 68114
5.2	<u>Redeveloper</u> La Vista City Centre Attn: Christopher L. Erickson P.O. Box 428 Boys Town, NE 68010	<u>With a copy to</u> Dvorak & Donovan Law Group, LLC Attn: Kendra J. Ringenberg 13625 California Street, Suite 110 Omaha, Nebraska 68154

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

Executed this ____ day of _____, 2016.

ATTEST:

LA VISTA COMMUNITY DEVELOPMENT
AGENCY

CITY CLERK OF THE CITY OF LA VISTA

MAYOR OF THE CITY OF LA VISTA

[not La Vista format]

REDEVELOPER:

La Vista City Centre, LLC, a Nebraska limited liability company,

By: _____

Name: Christopher L. Erickson
Its Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

The foregoing Redevelopment Agreement was acknowledged before me this ____ day of _____, 2016, by Chris Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

List of Exhibits:

- A - Brentwood Crossing Property Legal Description**
- B - Plat**
- B-1 - Initial Plat**
- C - Preliminary Site Plan**
- D - Phase I Area**
- E - Form of Redevelopment Note**
- F - CDA Demolition and Site Preparation**
- F-1 - Demolition and Site Preparation Timelines**
- G - Design Standards**
- H - Equal Opportunity Clause**

EXHIBIT A

BRENTWOOD CROSSING PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A REPLATTING OF LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B AND 8C, BRENTWOOD CROSSING REPLAT 1, AND ALSO LOTS 8A1, 8A2, 8A3, AND 8A4, BRENTWOOD CROSSING REPLAT 2, SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, IN THE SOUTHWEST QUARTER, AND ALSO A PART OF TAX LOT 12 IN THE NORTHWEST QUARTER, ALL IN SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, WILTHAM PLACE REPLAT 1, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE NORTHERLY ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET ON AN ASSUMED BEARING OF N02°24'52"W, 473.97 FEET; THENCE N02°25'39"W ON SAID EAST RIGHT-OF-WAY LINE, 1320.52 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 12; THENCE N02°22'12"E ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET, 55.20 FEET; THENCE N87°27'28"E, 217.26 FEET; THENCE S57°58'55"E, 96.96 FEET TO A POINT ON THE SOUTH LINE OF SAID TAX LOT 12; THENCE N87°27'28"E ON SAID SOUTH LINE OF TAX LOT 12, 240.00 FEET; THENCE N58°06'08"E, 112.19 FEET; THENCE N87°27'28"E, 191.50 FEET; THENCE S02°33'02"E, 55.00 FEET TO A POINT ON SAID SOUTH LINE OF TAX LOT 12; THENCE CONTINUING S02°33'02"E, 1794.49 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, BRENTWOOD CROSSING; THENCE S87°27'29"W, 835.10 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,522,444.51 SQ. FT. OR 34.951 ACRES MORE OR LESS.

PROJECT NO: 016-0546	METES AND BOUNDS LEGAL DESCRIPTION	 2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1116 FAX 402.341.5895	EXHIBIT A
DRAWN BY: CAS			
DATE: 07/28/16			

EXHIBIT B

PLAT

EXHIBIT B-1

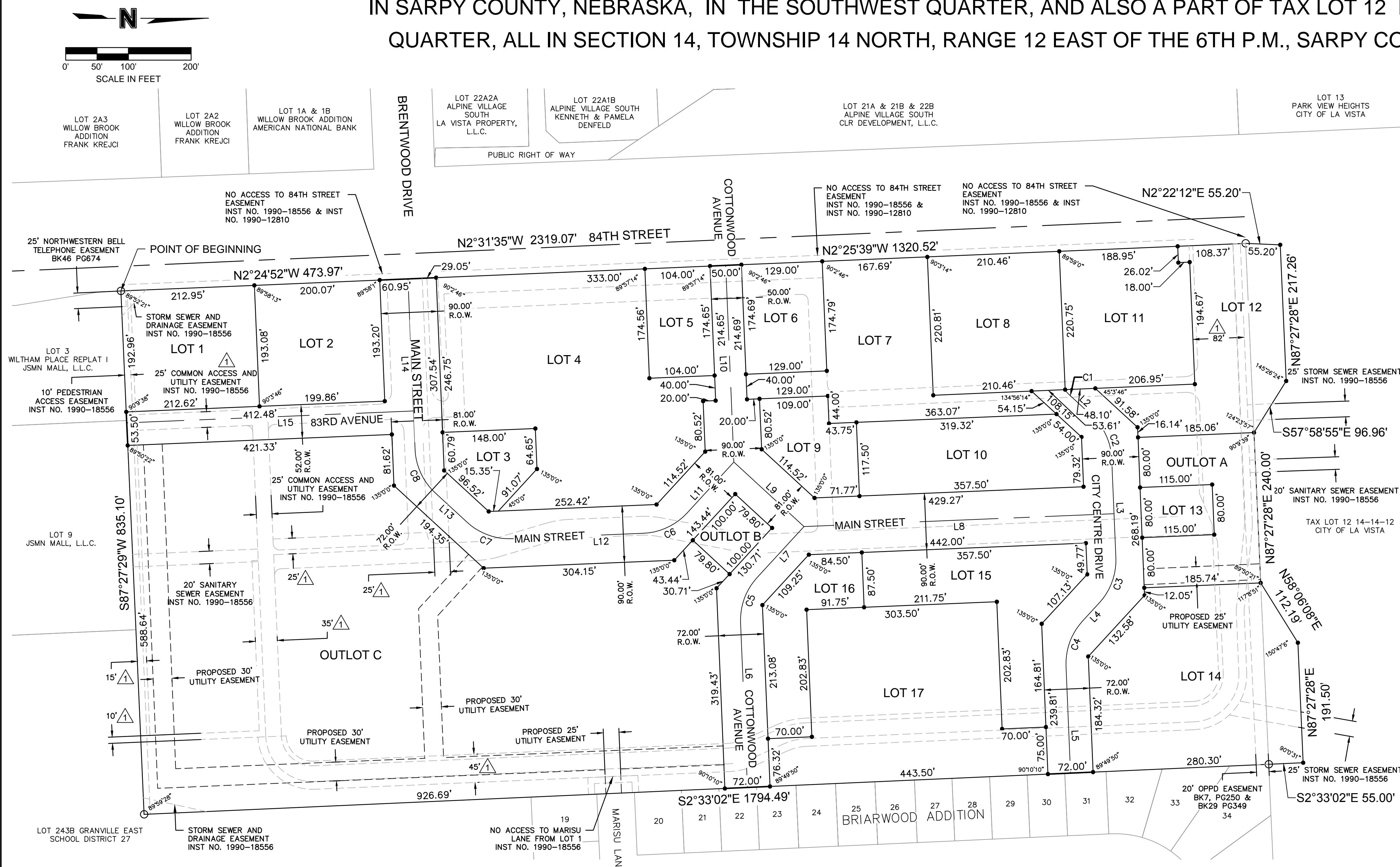
INITIAL PLAT

LA VISTA CITY CENTRE

LOTS 1 THRU 17 AND OUTLOTS A THRU C

BEING A REPLATTING OF LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B AND 8C, BRENTWOOD CROSSING REPLAT 1, AND ALSO LOTS 8A1, 8A2, 8A3, AND 8A4, BRENTWOOD CROSSING REPLAT 2, SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED

IN SARPY COUNTY, NEBRASKA, IN THE SOUTHWEST QUARTER, AND ALSO A PART OF TAX LOT 12 IN THE NORTHWEST QUARTER, ALL IN SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



USER: pnewhomer

DSV: F:\2016\05\01\1000\16-054640-DesignAutoCAD\PlatPlans\Sheets\LDVPC_FPT_60546.SYV.BNDY

DA: 104, 2016 12:29pm XREF: C:\BLK\054646.C_PBDY_0546

checked by: CAS

approved by: ERG

QA/QC by: ERG

project no.: 016-0546

drawing no.: 016-0546

date: 07.28.2016

drawn by: CAS

checked by: ERG

approved by: ERG

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project no.: 016-0546

drawing no.: 016-0546

date: 07.28.2016

drawn by: CAS

checked by: ERG

approved by: ERG

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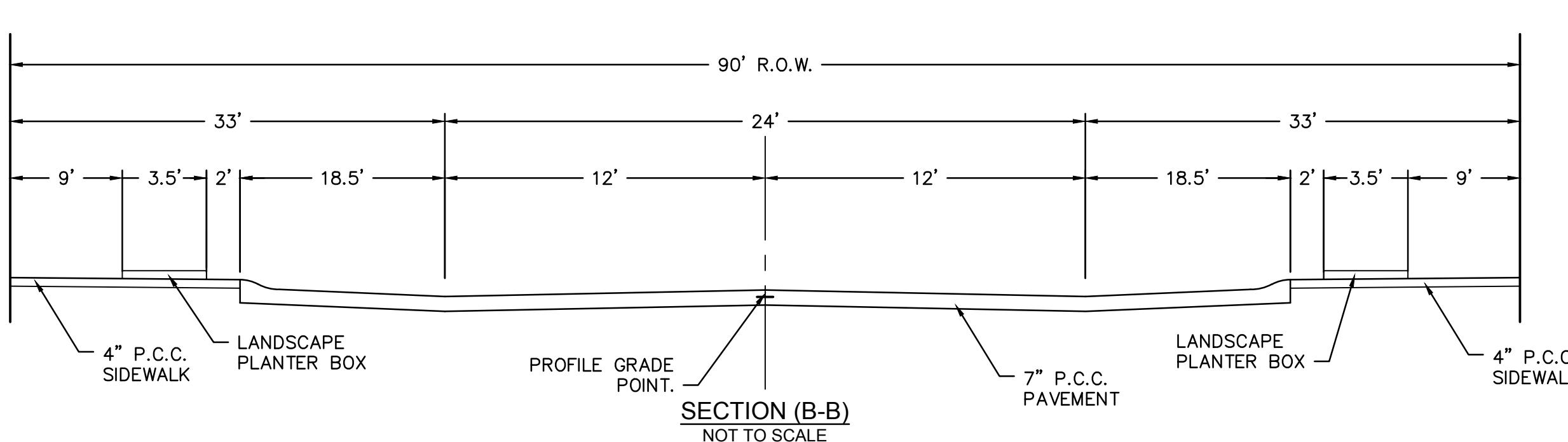
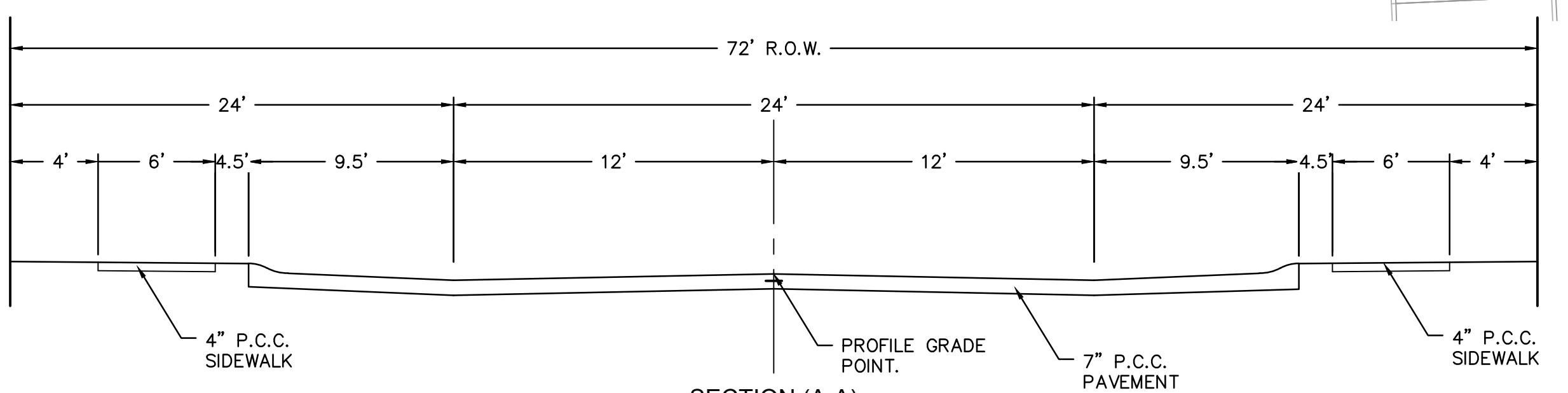
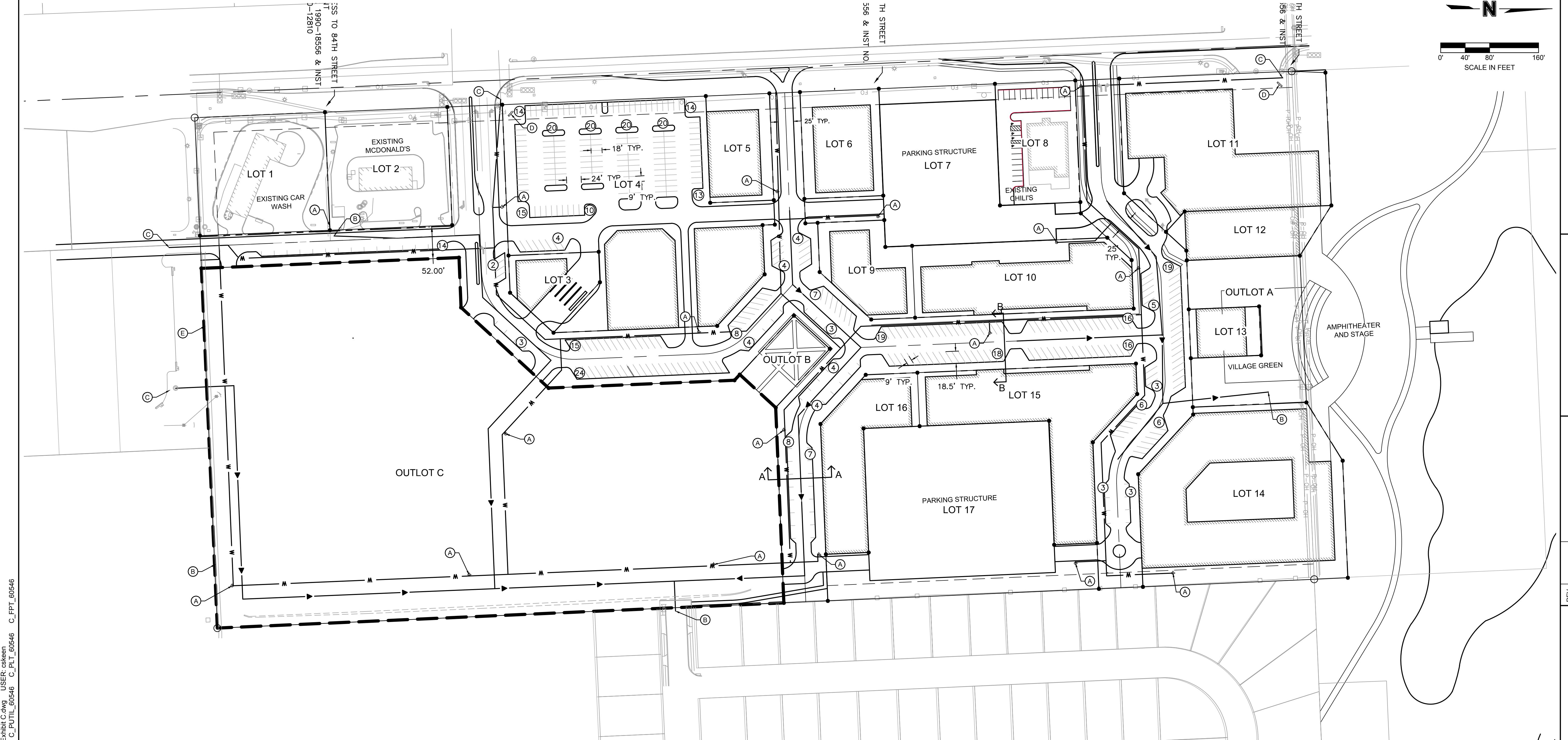
approved by: ERG

QA/QC by: ERG

project no.: 016-0546

drawing no.: 016-0546

EXHIBIT C
PRELIMINARY SITE PLAN



KEY MAP	
(A)	Fire Hydrant
(B)	Existing Sanitary Sewer Manhole
(C)	Connect to Existing Water
(D)	Monument Sign
(E)	Existing Sidewalk

—	Boundary Line
—	Section Line
—	Existing Property Line
—	Existing Sanitary Sewer
—	Existing Overhead Power
—	Existing Gas Line
—	Existing Storm Sewer
—	Existing Water Line
→	Proposed Sanitary Sewer
—	Proposed Water Line

NOTES:

1. WATER PROVIDED BY M.U.D. GAS TO BE PROVIDED BY BLACK HILLS ENERGY.
2. POWER TO BE PROVIDED BY O.P.P.D.
3. TELEPHONE AND CABLE TO BE PROVIDED BY LOCAL SERVICE.
4. THE CALCULATION OF THE AREA REQUIRING CONTROL OF THE FIRST ONE HALF INCH OF RUNOFF SHALL BE BASED ONLY ON THE IMPERVIOUS AREA OF THE PROJECT BEING ADDED OR REPLACED.
5. THE FINAL POST CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED FOR APPROVAL AT THE TIME OF BUILDING PERMIT.
6. ALL DIMENSIONS ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.

drawn by: CAS
checked by: ERI
approved by: ERI
OAC: 016-0546
project no.: 016-0546
drawing no.: 0728.2016
date: 07.28.2016

SHEET
C3.1

OLSSON
ASSOCIATES
©

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Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895
www.olssonassociates.com

EXHIBIT C
REDEVELOPMENT AGREEMENT
LA VISTA CITY CENTRE
84TH STREET AND BRENTWOOD DRIVE

LA VISTA, NE



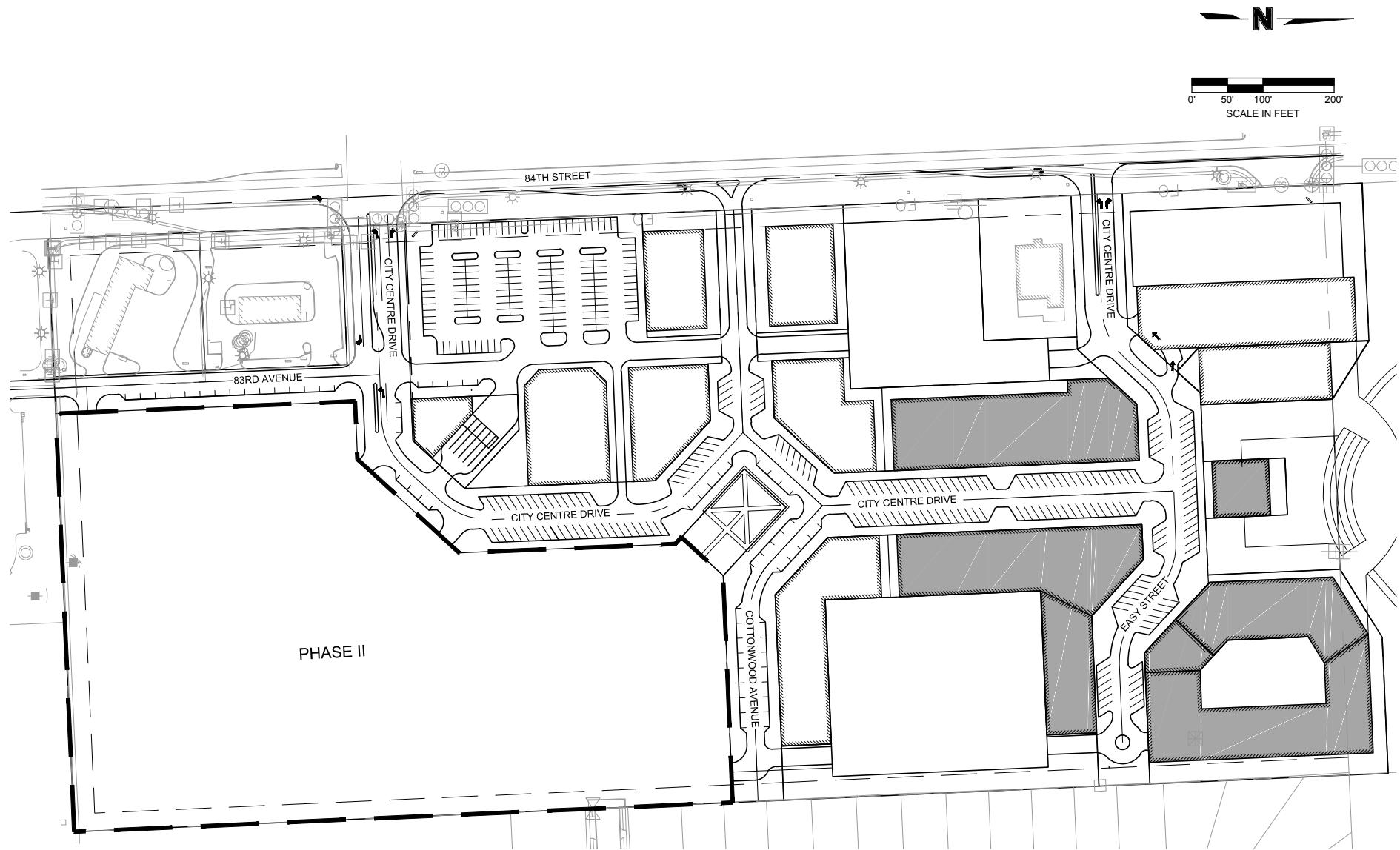


La Vista City Centre
Lofted Level(s) Master Plan

EDSA

EXHIBIT D

PHASE I AREA



PROJECT NO: 016-0546
DRAWN BY: CAS
DATE: 07/28/16

DEVELOPER PHASE I COMMITMENT

OLSSON
ASSOCIATES

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
D

EXHIBIT E**FORM OF REDEVELOPMENT NOTE**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE LA VISTA COMMUNITY DEVELOPMENT AGENCY PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE LA VISTA COMMUNITY DEVELOPMENT AGENCY TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

REDEVELOPMENT PROMISSORY NOTE

 _____, 2016

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to La Vista City Centre, LLC a Nebraska limited liability company, whose address is P.O. Box 428, Boys Town, Nebraska 68010, and/or its assigns ("Holder"), the principal sum of _____ (_____), together with interest thereon at the rate of five and one-half (5.5%) percent per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated the _____ day of _____, 2016 (the "Redevelopment Agreement") are collected by the City of La Vista and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

In the event of default under said Redevelopment Promissory Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to five percent (5%) above the national prime rate as published by the Wall Street Journal; however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available.

Borrower may prepay the principal amount outstanding in whole or in part, without the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from _____, _____ and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the La Vista Community Development Agency and have been paid, immediately upon being available, towards

the retirement of the amounts due hereunder, then, at said date fifteen (15) years from _____, ____, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the La Vista Community Development Agency. Borrower agrees that the real property taxes which are levied in the fifteenth (15th) year with respect to Lot 1 and the Improvements (as defined the Redevelopment Agreement), shall be paid, immediately upon being available to the La Vista Community Development Agency, towards the retirement of the amounts due hereunder, but in no event shall the Holder receive more than fifteen (15) years of tax payments (30 semi-annual payments).

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.

Holder may at any time before or after default, exercise its right to set off all or any portion of the indebtedness evidenced hereby against any liability or indebtedness of the Holder to the Borrower without prior notice to the Borrower.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

ATTEST:

LA VISTA COMMUNITY DEVELOPMENT
AGENCY

CITY CLERK OF THE CITY OF LA VISTA

MAYOR OF THE CITY OF LA VISTA

EXHIBIT F**CDA DEMOLITION AND SITE PREPARATION***(TIMELINES TO BE REVIEWED AND CONFIRMED BY CITY ENGINEER)*

(1) Demolition and Site Preparation. Take all actions and conduct all work as necessary or appropriate to demolish, remove, and clear the Brentwood Crossing Property, or adjacent areas of the Mixed Use Redevelopment Project Area specified in the Redevelopment Plan Amendment or as otherwise specified by the City Engineer, of all existing structures and improvements and provide rough grading of the Mixed Use Redevelopment Project Area, or such adjacent areas, in accordance with a grading plan approved by Redeveloper and City in accordance with the Subdivision Agreement, within the timeframe set forth on Exhibit “F-1”, which work shall expressly include without limitation the following:

- a. Demolition. Demolition and disposal of all existing improvements except to the extent the parties mutually agree not to demolish.
- b. Utilities. Relocation of utilities, including without limitation, sewers and the OPPD Line, and specifically the existing overhead Omaha Public Power Line relocation to City owned property outside of the Redevelopment Area.
- c. Grading. Grading in accordance with a grading plan approved by Redeveloper and the City; and preserving access for any businesses that remain operating.
- d. Permission/Rights. Obtaining all necessary permission and rights to demolish buildings or improvements comprising the First National branch bank or Chili's restaurant, which Redeveloper will arrange and present for approval of the City Administrator or City Engineer.
- e. Other. Except as otherwise expressly provided in this Agreement, obtaining, providing and carrying out all documents, permission, rights, instruments and agreements, and taking such other actions as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out the work.

Redeveloper by entering this Agreement consents to CDA performing the Demolition and Site Preparation and agrees to facilitate and cooperate with CDA and take all needed actions for performance of the work by CDA, including, without limitation, providing at no cost to CDA, unless otherwise agreed, all access, easements or other rights or interests in real or personal property, instruments, and other rights with respect to the Brentwood Crossing Property and improvements in connection with carrying out the work. Not in limitation of the foregoing, Redeveloper by executing this Agreement grants and conveys to CDA all permissions, rights, title and interests with respect to any real or personal property as necessary or incidental for CDA to perform all Demolition and Site Preparation, to include without limitation (i) an easement on, over, under, across, and otherwise with respect to the Brentwood Crossing Property or any adjacent property within the Mixed Use Redevelopment Project Area and improvements thereon or therein now or hereafter owned by Redeveloper; and (ii) upon demolition, all rights, title and interests in any real or personal property as necessary or appropriate for removal, transport and disposal of all demolition waste and debris. Notwithstanding anything in this Agreement to the contrary, commencement of Demolition and Site Preparation will be subject to eliminating any recorded or

unrecorded interests or encumbrances with respect to Brentwood Crossing Property that might interfere with CDA performing Demolition and Site Preparation (“Encumbrances”). Except as otherwise provided in subsection (d) above, Redeveloper, before such work commences, will be responsible for eliminating any Encumbrances, unless otherwise agreed by City Engineer.

EXHIBIT F-1**DEMOLITION AND SITE PREPARATION TIMELINES**Demolition and Site Preparation.

- f. Demolition. Demolition of all existing improvements, with the exception of buildings, utilities, and improvements of or required for businesses that remain on the Brentwood Crossing Property, shall occur within eight (8) months after Redeveloper closing on the Brentwood Crossing Property and City closing on Property for City Improvements pursuant to the Subdivision Agreement; and
- g. Grading. Grading in accordance with a grading plan approved by Redeveloper and the City shall be completed in accordance with a mutually agreed upon schedule; and
- h. Relocation of OPPD Power Line. Relocation of OPPD power line will be completed in accordance with a mutually agreed upon schedule, subject to any approvals, scheduling, or other requirements of OPPD

The timeframes and Demolition and Site Preparation work shall be subject to (i) CDA or the City's review and approval of Redeveloper's commitments for bank, equity or other financing or funds for the Project pursuant to the process and terms set forth in the Subdivision Agreement, and (ii) Redeveloper closing on the Brentwood Crossing Property, eliminating Encumbrances, and taking any other action that is necessary for CDA to perform.

EXHIBIT G

DESIGN STANDARDS

LA VISTA CITY CENTRE REDEVELOPMENT AREA DESIGN GUIDELINE

City of La Vista, Nebraska



Exhibit "G"

Draft Design Guidelines

Currently Under Review

La Vista City Hall
8116 Park View Boulevard
La Vista, Nebraska
2 August 2016



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1. INTRODUCTION

This design guideline provides a framework within which to design and review projects located in the La Vista City Centre Redevelopment Area, and gives direction to designers and developers in understanding the City's expectations for urban style development. This manual is intended to provide a degree of predictability, harmony and quality within the built environment.

The City of La Vista understands the value of aesthetics and amenities as vital ingredients in strengthening and enhancing community identity; establishing and maintaining economic value; and implementing the City's long-range vision to turn the 84th Street area into an urban mixed use corridor. These standards and guidelines were developed as a means of promoting consistent, quality development within the areas identified in the La Vista City Centre Redevelopment Area.

The criteria contained herein are not intended to restrict imagination, innovation, or variety, but rather to assist in focusing on design principles that can result in creative solutions that will develop a satisfactory visual appearance within the city, preserve taxable values, and promote the public health, safety, and welfare.

This design guideline is to be used by property owners/developers and their design consultants in the planning of development in the La Vista City Centre Redevelopment Area. The design guideline will also be used by City staff, the Planning Commission and the City Council as part of their review of development proposals.

2. GEOGRAPHIC AREA AND CRITERIA

It is the intent of the City for this Design Guideline to apply to all property within the La Vista City Centre Redevelopment Area.

New construction and modifications to existing buildings, including the structure and the surrounding property, are required to have compliance reviewed through the design review process.

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.

3. Architecture

It is the intent of the City of La Vista, through the La Vista City Centre Redevelopment Area Design Guidelines, to allow for and encourage the creation of an attractive, active and distinct urban district along the 84th Street corridor. The disposition, function and design of buildings plays an important role in achieving that intent. The architecture of buildings assists in the creation of pedestrian-friendly places that are a key part of the corridor areas. Buildings should provide a sense of proportion, stability, and visual balance by establishing a clear expression of base, middle, and top.

Tripartite Architecture

All buildings shall be designed and constructed in tripartite architecture so that they have a distinct base, middle, and top.

Guideline: New construction shall respect the vertical architectural composition through tripartite expression of base, which relates to the scale of the pedestrian environment, a middle, which contains a pattern of fenestration and detail, and a top, which relates to the scale of the skyline.

A change in material between the base and the middle floors, and the use of a significant cornice provides for tripartite architecture.



A significant amount of glass is provided at the base of this building. The base also reflects a greater height than any single floor in the middle. Note the step back on the top floor.



360-Degree Architecture

A building's special architectural features and treatments shall not be limited to a single façade. All sides of a building open to view by the public, whether viewed from public or private property, shall display a similar level of quality and architectural interest.

Guideline: Architectural features such as windows, awnings, projections, reveals, changes in pattern, and trellises shall be used on all sides for visual interest. The dimensions of base, middle, and top shall be carried around from the primary facades to the side and rear of the building.

The same level of architectural quality and articulation has been provided on all four elevations of this building.



First Floor Façade Treatment

First floor facades of buildings within the redevelopment area that face public or private streets, plazas, or open space shall exhibit high levels of design, detailing, and material quality.

All buildings fronting on a street shall be designed so that the first floor street façade includes clear glass windows and doors arranged so that the uses are visible from and to the street on at least 50 percent of the façade.

Guideline: The first floor of all buildings shall provide for a pedestrian-friendly environment, with human-scale and natural building materials; extensive storefront windows for display and views into the business; and access directly from adjacent sidewalks. When transparency is in conflict with internal functions of the building, other means should be used to activate the street facing facades such as public art, architectural ornamentation or details, or colorpatterns.

The first floor consists almost entirely of glass providing a view into the restaurant space and also providing space for interaction through open overhead doorways. Additionally, the main entrance is provided directly from the street.



Scaling Elements

Architectural scaling elements, such as banding, belt coursing, sills, lintels, mullions, and changes in texture, material module and pattern, shall be used to break down the appearance of large building forms. Horizontal and/or vertical variation should be used.

Guideline: Building facades shall include a combination of details to enhance the architectural interest. For example, use brickwork to create unique elements, or mix materials of varying depth to provide visual interest.

This building utilizes banding, belt coursing, mullions, and changes in material and pattern to break down the appearance.



This photo illustrates the use of brick patterns to create interest.



Pedestrian-Scale Construction Materials

To promote a sense of human scale, special accent materials and design details shall be incorporated into all first floor facades and paving areas abutting pedestrian walkways.

Guideline: First floor facades and building entrances shall include changes in materials, decorative wall patterns, and/or trim banks and reveals. Paved areas at building entrances should include changes in pattern or color.

This façade includes human-scale material on the bottom floor. Note the change in the paving pattern at the building entrances.



These facades use awnings in combination with streetscape elements to provide an inviting pedestrian environment.



Articulated Facades

Exterior walls greater than 40 feet in length shall break any flat, monolithic façade with discernible architectural elements. Building designs, rooflines, or façade treatments that are monotonous will not be allowed.

Guideline: Building facades oriented to the street or public space shall provide architectural variety and scale by incorporating elements such as bay windows, recessed entrances and windows, display windows, balconies, cornices, columns, vertical plane breaks, and other types of architectural detailing to provide visual interest.

Articulated walls, columns, changes in roof height, and pedestrian-scale features have been used on this apartment building to break up the large mass of the building.



As above, this building utilizes articulated walls, columns, changes in roof height. Yet it also utilizes shade structures, balconies and awnings to help break up the mass.



Parking Structure Design

The first floor façade of structured parking facilities shall be designed to encourage and complement pedestrian-scale interest and activity.

Structured parking facilities shall be designed so that vehicles parked on all levels of the facility are screened from public view.

Guideline: The ground floor of parking structures located adjacent to major public streets should include a use other than parking, such as retail or office. Such a mix of uses is required in the redevelopment area. Parking can also be wrapped by development as a screening device.

This parking structure effectively screens vehicles from public view and utilizes a number of architectural aspects to break up the façade and to provide a pedestrian scale on the ground floor.



This parking structure includes ground floor retail and restaurant space. Additionally, parked vehicles are screened from public view.



Sloped Roof Characteristics

Sloped roofs are not an allowed roof type.

Guideline: Unless used as an accent feature to a flat-roofed building, sloped roofs are not allowed.

Flat Roof Characteristics

Buildings shall create varied parapet and cornice lines in order to create interesting skylines.

Guideline: Design elements for flat roof buildings shall include parapets with variable height and/or changes in setback. Where possible, rooftop areas are encouraged to be used for public or private outdoor space.

These buildings incorporate changing parapet heights and plane breaks to enhance the flat roof design.



Internal Circulation

All stairwells, corridors, and circulation components of the building shall be completely enclosed within the building envelope.

Guideline: Stairs and other circulation components shall be located within the building envelope. However, such elements can still be visible through the use of glass for pedestrian safety.

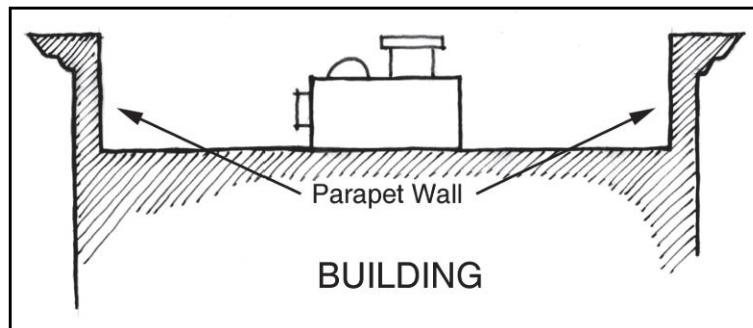
These parking structures include stairways completely enclosed with glass. This element provides for visual interest, as well as pedestrian safety.



Screening of Roof-Top Equipment

All rooftop mechanical equipment shall be screened from public view through the use of parapets or enclosures that are equal to or greater than the height of the equipment to be screened. The parapet or enclosure shall be compatible with the overall architectural character and scale of the building.

Guideline: Mechanical screening techniques shall be used to provide additional visual interest at the roof level. Review of screening shall be conducted through an elevation view cross section.



Use of Bright or Intense Colors

Intense, bright, or fluorescent colors should not be used as the predominant color on any wall or roof of any primary or accessory structure.

Guideline: These colors may be used as building accent colors, but should generally not constitute more than 10 percent of the area of each elevation of a building.

These two buildings include bright colors that highlight architectural articulation.



Exterior Building Materials

Exterior building facades shall exhibit high levels of design, detailing, and material quality. A mix of high quality, compatible materials is strongly encouraged on all facades facing streets or other public spaces or areas.

Guideline: Buildings shall be constructed of durable, high-quality materials such as: brick, stone, architectural pre-cast concrete, architecturally cast concrete, cast stone, integrally colored split or ground face concrete masonry units, terra-cotta, stucco or EIFS (exterior insulated finishing system), architectural metal, integrally colored cement board siding, integrally colored composite rain screen panels, or any combination of the materials listed.

These buildings utilize a combination of a number of high-quality materials and detail elements.





Design of Medium and Large Format Retail Buildings

At least one side of the building shall be located adjacent to a public street and meet the setback requirements provided in the Mixed Use – City Centre zoning district.

All façades located adjacent to a public street shall be, or appear to be, a minimum of two stories in height. The second story façade shall, at a minimum, include spandrel glass windows with architecturally appropriate sills, trim and mullions.

Ground floor facades adjacent to public streets shall have display windows, entry areas, awnings, and other similar pedestrian-oriented design elements along no less than 70 percent of the façade length.

Guideline: Medium to large format, or “big box” retail buildings, (7,000+ sqft) shall respect the pedestrian environment. The buildings shall contain architectural details consistent with pedestrian-friendly building design.

This large format retail building integrates well with the surrounding two story buildings.



This single-story large format retail building appears to be multi-story, is located adjacent to the street, and has facades that contain display windows and pedestrian-scale construction material.



The look of this large format retail building is broken up by the smaller format retail buildings in front of it.



4. Urban Design

Urban design encompasses the various ways that buildings and development interact with the public realm. The intent of urban design as it relates to the Mixed Use – City Centre district is to create a pedestrian-friendly environment that connects a mix of land use types to one another, as well as to other parts of the community, including Civic Center Park.

Drive-Through Windows

Drive-through windows shall not face public streets. Drive-through lanes shall not be allowed in the area between a building and a public street.

Guideline: Drive-through windows and drive lanes shall have a minimal impact on the pedestrian environment. Windows shall be located on the side or rear of a building, or hidden from the street by an extension of the building or low screen wall. Drive-through lanes shall be located on no more than two sides of a building.

Building Step-Backs

Building step-backs are permitted above the second floor of any building or structure.

Guideline: Building step-backs should be used to create visual interest in the building, and to provide sunlight to the pedestrian environment where appropriate.

This building includes step-backs at various levels.



This building incorporates numerous step-backs.

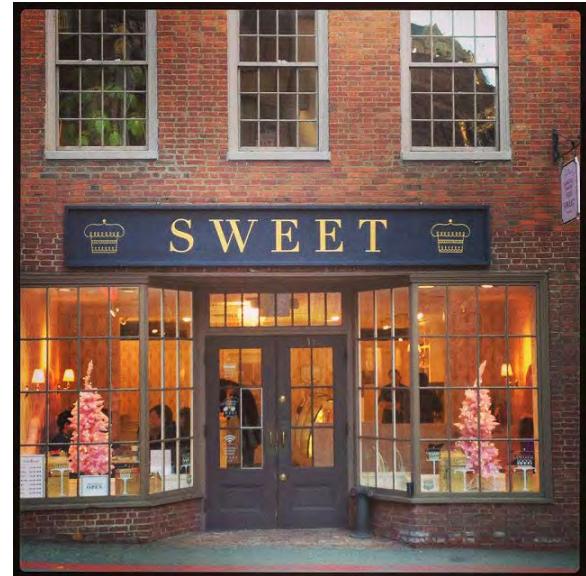


Building Entrances

All buildings and ground floor users shall provide a primary entrance that either faces an adjacent public or private street or is placed at an angle of up to 45 degrees from an adjacent street, measured from the street property line.

Guideline: Building entries shall be designed to encourage pedestrian activity along street frontages rather than within parking lots.

Building entrances for office and retail uses should have direct interaction with the street frontages, rather than parking areas, to encourage pedestrian traffic.



This building has a corner entrance, drawing pedestrian traffic from both streets.



Parking Lot Location/Screening

All surface off-street parking lots shall be primarily located behind buildings that face on a public street and be accessed by an alley or short driveway located between buildings. Where surface parking is located adjacent to a public or private street, landscaping or a low screen wall providing screening to a height of 36 inches shall be provided.

Guideline: Pedestrian interaction with parked vehicles shall be minimized to the greatest extent possible with parking lots located behind buildings. The use of high quality masonry walls and/or shrub landscaping provides the most appropriate screening when the parking lot does abut the sidewalk.

These are examples of a mixture of vegetative screening for surface parking lots. Note that the mixture provides both screening at various heights.



Screening of Service Areas

Loading docks and all other service areas shall be fully screened from view by walls.

Guideline: Loading and service areas should not be visible from any areas primarily used by the public. Loading areas should be concentrated in common courts to minimize visual impacts.

Guideline: Roof structures should be used to screen docks and trash enclosures. The roof structures should match the materials and colors prevalent on the primary building to which it is attached.

This service area has been located completely within the building it serves.



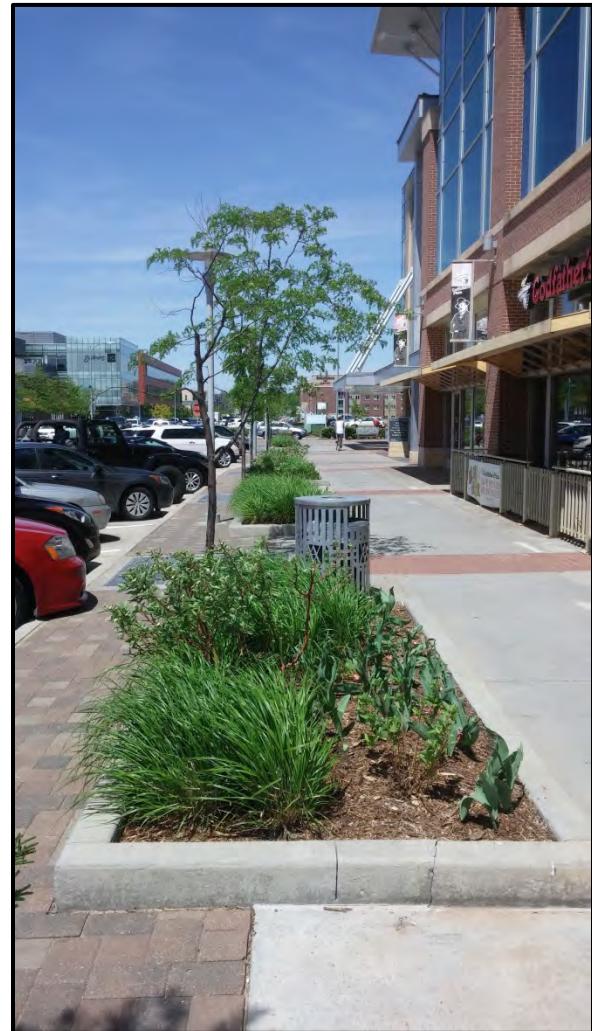
5. Sidewalks and Plazas

Sidewalks and plazas are key features in pedestrian-friendly, urban environments. Sidewalks, separated from auto traffic lanes by street trees and tree lawns, should connect the surrounding uses. Plazas and public open spaces should be used to create nodes of pedestrian activity.

Sidewalk Design Adjacent to Local and Private Streets

Sidewalks adjacent to local and private streets shall be five feet in width and separated from the curb by a six-foot wide tree lawn.

Guideline: Sidewalks adjacent to local and private streets should be designed to be as pedestrian-friendly as possible, through the use of landscape materials between the sidewalk and back-of-curb.



Open Space and Plaza Design

Open space within the La Vista City Centre Redevelopment Area is required to be provided as public plazas, pocket parks, roof top gardens, or courtyards.

All open space shall be accessible to users of the building(s) and be improved with seating, plantings, and amenities. Open space areas should be visible from adjacent streets or pedestrian areas to the greatest extent possible.

Guideline: Open space should be used as an urban design element wherever possible. Open space and plaza areas shall contain a mix of pedestrian amenities, such as water features, benches, and shade structures.

This plaza utilizes abundant seating, along with a mixture of levels of shade, while preserving the view.



The next two plazas utilize unique seating, lighting, and shade structures.



6. Connectivity

Development within the La Vista City Centre Redevelopment Area shall be integrated with the surrounding community, be easily accessible and have a coherent and well-designed internal circulation system for a variety of travel options. Connectivity shall take in to account pedestrians and cyclists, and minimize the impact of the automobile wherever possible.

Pedestrian Ways Through Parking Lots

Wherever possible, sidewalks through surface parking areas should be located within landscape islands. In any case, each point at which the system of sidewalks must cross a parking lot or internal street or driveway to make a required connection shall be clearly marked through the use of a change in paving materials, height, or distinctive color.

Guideline: Pedestrian walkways should be separated from vehicle drive lanes wherever possible. Landscaping should be used to buffer pedestrians from motor vehicles. Where pedestrians must cross drive lanes, it should be clear that they have priority.

This photo illustrates how pedestrian walkways can be separated from parking areas and drive lanes through the use of landscaping.



This photo illustrates how a change in paving material can clearly mark the pedestrian route through a parking area.



Connections to External Sidewalks and Open Space

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.

Guideline: Provide connections to adjacent sidewalks and open space corridors wherever possible. The connections should be direct, have an appropriate width, and be well lit at night.

This walkway provides a direct connection between the parking located behind the buildings and the sidewalk along the storefronts.



This photo illustrates a pedestrian route between buildings that utilizes pavers, plantings, and seating to soften the feel of the route between the buildings.



7. Parking

Parking, and the visual impact of large surface lots, should be minimized within the La Vista City Centre Redevelopment Area. Shared parking shall be permitted and is encouraged.

Bicycle Parking

Bicycle parking is required for development within the La Vista City Centre Redevelopment Area to encourage the use of this mode of transportation.

Guideline: Bicycle parking shall be located in safe and convenient locations adjacent to buildings or in a central location for multi- building developments. Short term bicycle parking should be located no more than 50 feet from the principal building entrance.

This bicycle rack is located adjacent to the building entrance.



This rack is also close to the main entrance.

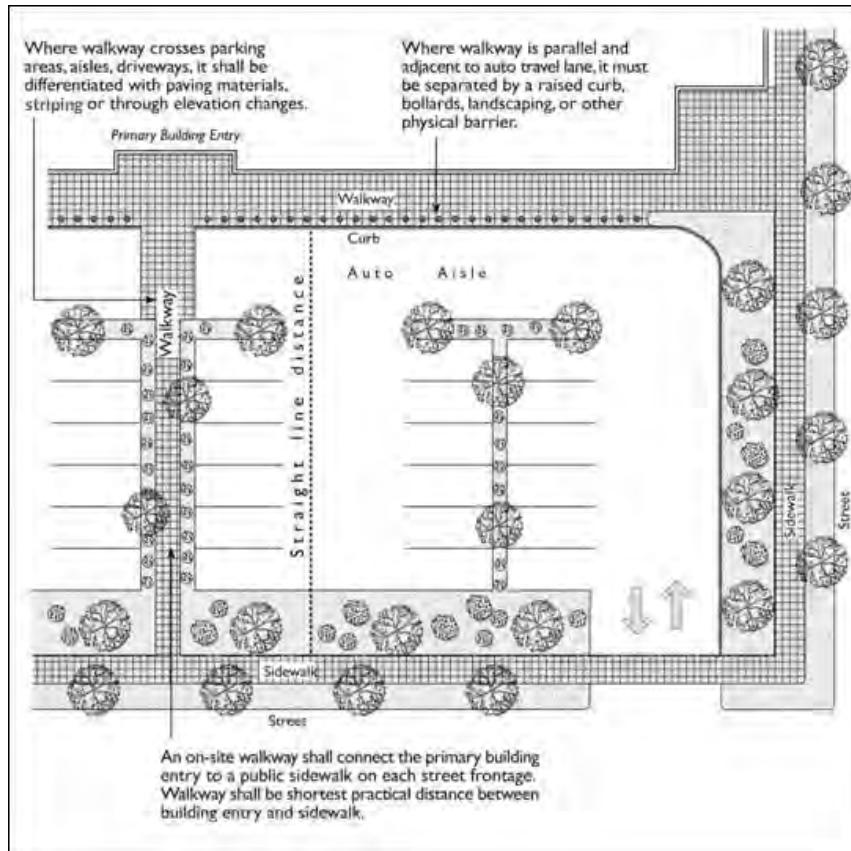


Off-Street Surface Parking

All surface off-street parking should be primarily located behind buildings that face on a public street and be accessed by an alley or short driveway located between buildings. Pedestrian paths shall be clearly delimitated through striping or changes in color or material type.

At least 10 percent of the area of surface parking lots shall include trees and shrubs.

Guideline: Off-street parking areas shall be screened from the view of public streets to the greatest extent possible. Surface parking areas shall use landscaping and pedestrian walkways to divide the lot into smaller modules.



This illustration indicates an appropriate parking lot configuration.

On-Street Parking

On-street parking shall be provided where permitted by the City of La Vista.

Guideline: On-street parking shall be provided wherever possible. On-street parking provides a buffer between pedestrians and through traffic lanes and indicates activity, while also providing convenient parking directly in front of businesses.

On-street parking provides convenient short-term opportunities directly in front of businesses.



On-street parking should always be provided in residential areas for convenient guest parking.



8. Signs

Signs along commercial frontages shall be clear, informative to the public and durable. Signs shall be scaled to the pedestrian-oriented nature of the La Vista City Centre Redevelopment Area.

Wall Signs

Wall signs are permitted within the area between the second floor line and the first floor ceiling, within a horizontal band not to exceed 42 inches in height. The horizontal band shall be between 12 and 18 feet above the adjacent sidewalk. The total length of wall signage shall not exceed 70 percent of the frontage associated with the use.

Guideline: Wall signs shall be designed to complement the architecture to which they are attached. Signs shall reflect the scale of the building, while also creatively identifying the business.

These are examples of appropriately scaled and designed wall signs.





Projecting Signs

Each use in a building shall be allowed one projecting sign for each street frontage. The sign shall not exceed 12 square feet per face, not project more than four feet, and have a minimum clearance of 10 feet above the adjacent sidewalk. Projecting signs may include three-dimensional logos.

Guideline: Projecting signs create better visibility for pedestrians on the sidewalk than other sign types. This type of sign should be encouraged throughout the La Vista City Centre Redevelopment Area.

The variety of design in the projecting signs provides visual interest.



These projecting signs incorporate interesting brackets.





Awning Signs

Each use shall be allowed one sign per awning associated with the use. Signage is allowed only on the vertical front portion of the awning, except that graphical logos shall be allowed on the slanted portion. Letters shall not exceed 8 inches in height, and logos shall not exceed 10 percent of the sloped awning panel area.

Guideline: Awning signs should be encouraged for all retail spaces. Awning signs should be unique to each business or use.

These images of awnings identify the business, as well as the services and products provided.



Monument Signs

Monument signs shall be compatible with the architecture of the building to which it is associated.

Guideline: The use of monument signs should be limited to major arterial streets. However, when they are utilized they should be low profile and be compatible with the architecture of the buildings to which they are associated.

9. Lighting

Vehicular and pedestrian lighting shall be provided throughout all vehicular and pedestrian circulation areas to promote safety and walkability.

Pedestrian Lighting

Sidewalks, internal pedestrian paths, and bicycle paths shall be lit with full cutoff lighting fixtures no more than 16 feet tall and providing consistent illumination.

Guideline: Pedestrian lighting shall be human-scaled and also reflect the overall character or design of the project to which it is associated.

Parking Lot Lighting

On-site street and parking areas shall be lit with full cutoff type lighting fixtures with a maximum height of 25 feet.

Guideline: Parking lot lighting should be integrated into landscape islands wherever possible, and should be compatible with the overall design of the associated project.

Building Lighting

Building lighting should be full cutoff fixtures and should reflect the architectural characteristics of the overall building.

Guideline: Building lighting should complement the overall building architecture in design and nighttime illumination. Building lighting should also be used to light pedestrian ways adjacent to the building.

This building uses up-lighting to accentuate the architectural characteristics of the building as well as to light pedestrian entrance points to the building.



This building also uses up-lighting to accentuate the architectural characteristics of the building at night.



This building utilizes up-lighting, under-eave lighting, and clear-story lighting to provide a nighttime setting for the building.



10. Pedestrian Amenities

Public sidewalks and areas within the La Vista City Centre Redevelopment Area shall be enhanced with decorative pavement treatments, ornamental street lighting, streetscape furnishings, and public art as part of the design and experience of the area.

Seating

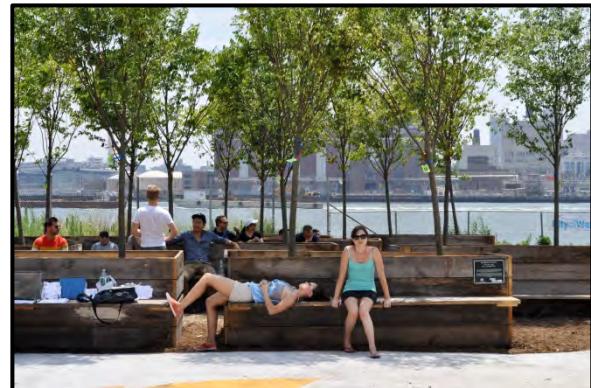
Convenient and attractive seating shall be provided wherever appropriate to enhance the pedestrian environment.

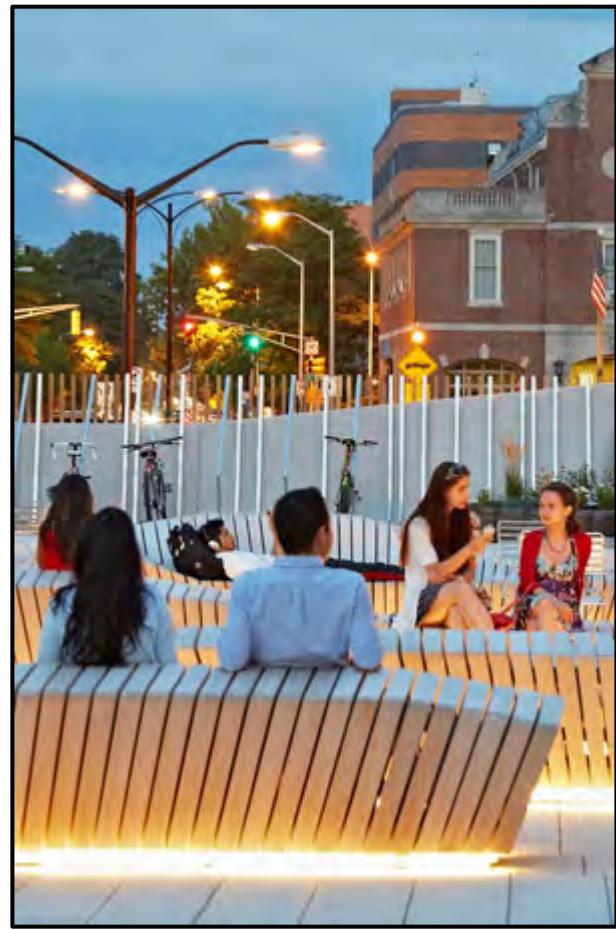
Guideline: Seating areas shall be included as part of the overall development to provide places for pedestrians to rest and “people-watch.”

Example of convenient and attractive seating options.



Examples of clusters of seating in a comfortable atmosphere.





Planters and Tree Grates

Planters, decorative tree grates, and other landscape-associated amenities shall be provided to enhance the pedestrian environment.

Guideline: Use decorative and landscape-related items to enhance the pedestrian environment, as well as the environments along streets, and adjacent to building and parking areas.

Decorative planters can improve the sidewalk appearance.



An example of a decorative tree grate.



Another example of a decorative tree grate.



Public Art

Public art should be provided to strengthen the community and cultural identity within the City Centre area, while also enhancing the streetscape.

Guideline: Public art should be integrated into the design of transit and parking facilities, streetscape improvements, and outdoor environments associated with new development projects.

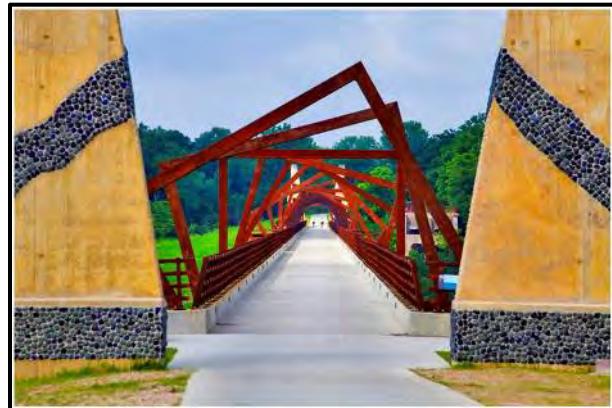
This large example of public art is notable and can provide a commonly known point of gathering.



This example of public art also acts as a bike rack.



Here a pedestrian bridge is enhanced with public art.



11. MAINTENANCE—PLANNING AND DESIGN FACTORS

- A.** Continued good appearance depends upon the extent and quality of maintenance. The choice of materials and their use, together with the types of finishes and other protective measures, must be conducive to easy maintenance and upkeep.
- B.** Materials and finishes shall be selected for their durability and wear as well as for their beauty. Proper measures and devices shall be incorporated into the design for protection against the elements, neglect, damage, and abuse.
- C.** If prefinished metal is allowed, TNEMEC coated metal, or approved equal is required.

12. FACTORS FOR EVALUATION

The following factors and characteristics, which affect the appearance of the development, will govern the evaluation of a design submission:

- A.** Conformance to ordinances and this Design Guideline
- B.** Logic of design
- C.** Exterior space utilization
- D.** Architectural character
- E.** Appealing as to form, character, and design
- F.** Material selection
- G.** Harmony and compatibility
- H.** Circulation-vehicular and pedestrian
- I.** Maintenance aspects
- J.** Pedestrian scale

13. RESUBMITTAL REQUIREMENTS

After the initial submittal, digital submissions are acceptable, with the exception of material and color samples. A final hard copy submittal in 11" x 17" format shall be required after final approval.

14. APPROVAL OF CHANGES AFTER DESIGN ACCEPTANCE

It is the owner's responsibility to point out and submit any exterior modifications that are proposed between design acceptance and completion of construction to assure timely issuance of a Certificate of Occupancy.

15. PROCESS

PRE-APPLICATION CONFERENCE:

A pre-application conference with city staff and the city's design review architect is required and gives the applicant an opportunity to discuss plans before a great deal of time or money is expended. If a certain design is inappropriate, the applicant will know after the pre-application conference.

APPLICATION FOR DESIGN REVIEW:

The applicant needs to fill out the "Application for Design Review" and submit it along with the required submittals. A listing of required submittals is included as part of the application form. The application fee required for this submittal shall be in accordance with La Vista's Master Fee Schedule.

DESIGN REVIEW:

The City of La Vista staff in association with the city design review architect will review the submittal documents for compliance with the La Vista City Centre Redevelopment Area Design Guidelines and the pre-application conference.

SCHEDULE OF REVIEWS:

A completed application will take approximately three weeks to review. Incomplete applications may cause a delay. Additional reviews will be necessary for all revised submittals until a Certificate of Approval is issued.

CERTIFICATE OF APPROVAL:

Upon a successful review the City of La Vista will issue to the applicant a Certificate of Approval. A copy of this document will need to be included with the Building Permit documents in order to receive a Building Permit.

APPEALS:

In the event where the applicant and the City cannot come to an agreement within 180 days of initial application submission, the applicant may request a meeting with the City Administrator regarding an appeal to the City Council.

OCCUPANCY PERMIT:

After the building permit is issued, all design requirements must be completed as approved in order for a Certificate of Occupancy to be issued for the building.

MAINTENANCE OF DESIGN REQUIREMENTS:

The applicant needs to maintain the design requirements for the life of the project. In the event that they fail to do so, the City may revoke the Certificate of Occupancy.

Exhibit “A”
Master Streetscape Plan

(Under Review)

EXHIBIT H
EQUAL OPPORTUNITY CLAUSE

EQUAL OPPORTUNITY CLAUSE

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

RESOLUTION NO.

F

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS D LIQUOR LICENSE APPLICATION FOR COSTCO WHOLESALE CORPORATION DBA COSTCO WHOLESALE 1237 IN LA VISTA, NEBRASKA.

WHEREAS, Costco Wholesale Corporation dba Costco Wholesale 1237, 12515 Portside Parkway, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class D Liquor License application submitted by Costco Wholesale Corporation dba Costco Wholesale 1237, 12515 Portside Parkway, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 4TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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

RECEIVED

AUG 17 2016

**NEBRASKA LIQUOR
CONTROL COMMISSION**

CLASS OF LICENSE FOR WHICH THIS APPLICATION IS MADE AND FEES
(CHECK ONE OR MORE CLASSES)

RETAIL LICENSE(S)

Top line of fees \$240.00 nonrefundable

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

CHOOSE TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

NAME OF ATTORNEY OR ATTORNEYS ASSISTING WITH APPLICATION (if applicable)

Commission will call this person if we have any questions we may have on this application

Name Tim O'Neill, Attorney and Trish Bell, Paralegal

Phone number: (402) 434-3000

Firm Name O'Neill, Heinrich, Damkroger, Bergmeyer & Shultz, P.C., L.L.O.

PREMISES INFORMATIONTrade Name (doing business as) Costco Wholesale #1237Street Address #1 8250 S. 125th Street**RECEIVED**

Street Address #2 _____

AUG 17 2016

City LavistaCounty Sarpy

#59

**NEBRASKA LIQUOR
CONTROL COMMISSION**Premises Telephone number Not yet installedBusiness e-mail address L.Simpson@Costco.com

Is this location inside the city/village corporate limits:

YES

NO

Mailing address (where you want to receive mail from the Commission)

Name Costco Wholesale Corporation Attn: LicensingStreet Address #1 P.O. Box 35005

Street Address #2 _____

City SeattleState WAZip Code 98124**DESCRIPTION AND DIMENSIONS OF THE STRUCTURE TO BE LICENSED****READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction, north and number of floors of the building.

**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 325'8" x width 474'10" in feetIs there a basement? Yes No x

If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes No x

If yes, length _____ x width _____ in feet

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

One-story building, approximately 325'8" x 474'10"

See attached diagram

APPLICANT INFORMATION**RECEIVED****NEBRASKA STATE
CONTROL COMMISSION****4/17/2016**

✓ 1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §§S-125(S)**
 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 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 ~~NEBRASKA STATE~~ 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
Walter Jelinek	9-23-82	Santa Clara, CA	DWI	Cited and paid fine
Gail Tsuboi	6-7-02	King County, WA	Driving on shoulder	Ticket
Richard Olin	9-2-99	Bellevue, WA	Speeding	Ticket
John Sullivan	Believes he has had	various traffic violations	on various dates, but cannot	recall details of those infractions.

✓ 2. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number _____

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

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

YES NO

If yes, give name and license number _____

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

YES NO

If yes:

- a) Attach temporary operating permit (TOP) (form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

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

YES NO

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If yes, list the lender(s) _____

AUG 17 2016

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

YES NO

NEBRASKA LIQUOR
CONTROL COMMISSION

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

No silent partners

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

YES NO

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

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

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 – church or FORM 135 – campus

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

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

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

Bank of America -- Harold Kaplan, David Petterson, Richard Galanti

Retired

SR VP ↙

↗ VP / CFO

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 list.

RECEIVED

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.

**NEBRASKA LIQUOR
CONTROL COMMISSION**

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
None		

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
None		

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date _____
 Deed
 Purchase Agreement

14. When do you intend to open for business? October 26, 2016

15. What will be the main nature of business? Wholesale/retail membership warehouse -- selling all types of goods and services

16. What are the anticipated hours of operation? Mon.-Fri. 10:00am-8:30pm; Sat. 9:30am-6:00pm; Sun: 10:00am-6:00pm

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

RESIDENCES FOR THE PAST 10 YEARS - APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
	2013	Present		N/A	
Walter Jelinek: Yarrow Point, WA					
Walter Jelinek: Mercer Island, WA	2002	2013			

If necessary attach a separate sheet.

RECEIVED

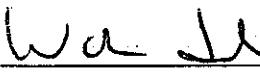
AUG 11 2016

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.

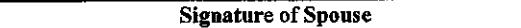
NEBRASKA LIQUOR
CONTROL COMMISSION

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.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures



Signature of Applicant



Signature of Spouse

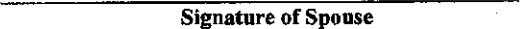
Walter Jelinek

Print Name

N/A

Print Name





Print Name

Print Name

WASHINGTON

State of Nebraska

County of *KING*

08/16/16

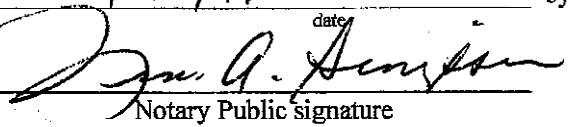
date

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this

Walter Jelinek

name of person(s) acknowledged (individual(s) signing)



Notary Public signature



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

G

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 THE CLASS D LIQUOR LICENSE APPLICATION FOR N K CORPORATION DBA FOOD & FUELS R US IN LA VISTA, NEBRASKA.

WHEREAS, N K Corporation dba Food & Fuels R Us, 6912 South 110th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class D Liquor License application submitted by N K Corporation dba Food & Fuels R Us, 6912 South 110th Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 4TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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

RECEIVED

JUL 29 2016

**NEBRASKA LIQUOR
CONTROL COMMISSION**

RETAIL LICENSE(S)

A BEER, ON SALE ONLY
 B BEER, OFF SALE ONLY
 C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
 D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
 I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 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

Application Fee (if applicable)

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

Individual License (requires insert 1 **FORM 104**)

Partnership License (requires insert 2 **FORM 105**)

Corporate License (requires insert 3a **FORM 101** & 3c **FORM 103**)

Limited Liability Company (LLC) (requires form 3b **FORM 102** & 3c **FORM 103**)

Name _____ Phone number: _____

Firm Name _____

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JULY 23 2010

Trade Name (doing business as) Food & Fuels R Us

Street Address #1 6912 harrison st

S. 110th Street

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Street Address #2 _____

City La Vista

County Sarpy

Zip Code 68127

Premises Telephone number 712-490-1210

Business e-mail address 6912harrison@gmail.com

Is this location inside the city/village corporate limits: YES NO

Mailing address (where you want to receive mail from the Commission)

Name NK Corporation

Street Address #1 8307 park view Blvd

Street Address #2 _____

City La Vista

State NE

Zip Code 68127

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please.

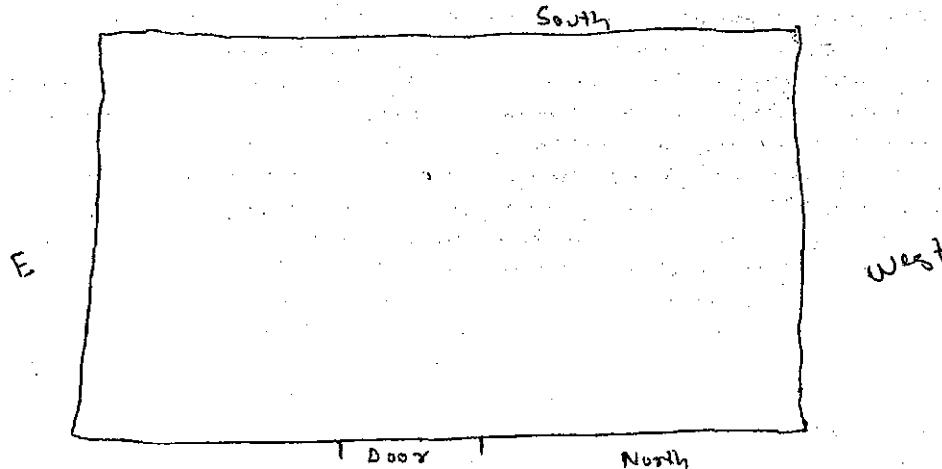
**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 55 x width 60 in feet

Is there a basement? Yes No If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes No If yes, length _____ x width _____ in feet

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



NEBRASKA LIQUOR
CONTROL COMMISSION

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

Has anyone who is a party to this application, or their spouse, been 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 name and include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

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YES NO

If yes, please explain below or attach a separate page

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CONTROL COMMISSION

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Maulin Patel	06/2010	missouri valley, IA	speeding ticket	Ticket / Fine
Maulin Patel	05/2016	council bluffs, IA	speeding ticket	Ticket / Fine

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

YES NO

If yes, give name of business and liquor license number Bosseleman Pump & Pantry, Inc. 106699

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many NONE
- c) Submit a list of the furniture, fixtures and equipment

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

YES NO

If yes, give name and license number 106699

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

YES NO

If yes:

- a) Attach temporary operating permit (TOP) (form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

*NO
TOP*

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) Great Western Bank - Conventional loan

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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)

JUL 29 2016

**NEBRASKA LIQUOR
CONTROL COMMISSION**

No silent partners

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

YES NO

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

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

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 - church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

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

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

Great Western Bank. Maulin Patel

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.

Maulin Patel- Shakti Fuels, LLC. License # -110675

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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.

NEBRASKA LIQUOR
CONTROL COMMISSION

JUL 9 2016

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Manoj K Desai	10/2014	RBST

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Manoj K Desai- Manager	05/2010	Shakti Petroleum, Inc - Bellevue
Manoj K Desai- Manager	10/2014	Shakti Fueks, LLC - La Vista

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date 7-25-2036

Deed

Purchase Agreement

14. When do you intend to open for business? 7/25/16

15. What will be the main nature of business? Gas Station/ Convenience Store

16. What are the anticipated hours of operation? 24 Hours

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

APPLICANT: CITY & STATE		YEAR FROM TO		SPOUSE: CITY & STATE		YEAR FROM TO	
Manoj K Desai		2004	Current	Mayuri M Desai		2004	Current

If necessary attach a separate sheet.

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SEP 6 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures



Signature of Applicant

N/A

Signature of Spouse

MAULIN PATEL

Print Name

Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

ACKNOWLEDGEMENT

State of Nebraska

County of Douglas

9.6.16

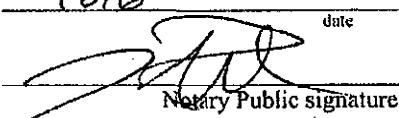
date

by

The foregoing instrument was acknowledged before me this

MAULIN NIRAJ PATEL

name of person(s) acknowledged (individual(s) signing)



Notary Public signature



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