

LA VISTA CITY COUNCIL MEETING AGENDA
March 3, 2020
6:00 P.M.
Harold “Andy” Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**

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

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the February 18, 2020 City Council Meeting**
3. **Approval of the Minutes of the February 20, 2020 Planning Commission Meeting**
4. **Request for Payment – Graham Construction, Inc. – Construction Services – City Centre Infrastructure – \$435,278.72**
5. **Request for Payment – HDR Engineering, Inc. – Professional Services – Project Management for Services for Public Improvements and Other Works – \$973.07**
6. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$2,866.69**
7. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Miscellaneous Civil Engineering Services – \$1,162.50**
8. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Phase 2 Golf Course Transformation – Proposed Lake Improvements – \$895.65**
9. **Approval of Claims**

- **Reports from City Administrator and Department Heads**

B. Redevelopment Plan – 84th Street Redevelopment Area – Proposed Amendment No. 2

1. **Public Hearing on Proposed Redevelopment Plan Amendment No. 2**
2. **Resolution – Recommend Redevelopment Plan Amendment No. 2 to the City Council (Action on this item will be taken by the La Vista Community Development Agency)**
3. **Resolution – City Council Approve Proposed Redevelopment Plan Amendment No. 2**

C. Comprehensive Development Plan (“Comprehensive Plan”) Amendment – Proposed Amendment to Incorporate Redevelopment Plan Amendment No. 2 – 84th Street Redevelopment Area into the Comprehensive Plan

1. **Public Hearing on Proposed comprehensive Plan Amendment to Incorporate Redevelopment Plan Amendment No. 2 into the Comprehensive Plan**
2. **Ordinance – Approve Comprehensive Plan Amendment to Incorporate Redevelopment Plan Amendment No. 2 into the Comprehensive Plan**

D. Ordinance – Declare Surplus Real Property (Part of Tax Lot 12 14-14-12 and Part of Outlot A La Vista City Centre)

E. Vehicle Off-Street Parking District No. 2 of the city of La Vista – Proposed Resolution to Authorize and Approve Additional Public Off-Street Parking Facilities within Vehicle Off-Street Parking District No. 2

1. **Public Hearing on Proposed Resolution to Authorize and Approve Additional Public Off-Street Parking Facilities within Vehicle Off-Street Parking District No. 2**
2. **Proposed Resolution – Authorize and Approve Additional Public Off-Street Parking Facilities within Vehicle Off-Street Parking District No. 2**

F. Proposed Acquisition of Real Property for Public Improvements – 84th Street Redevelopment Area (Various Tracts within La Vista City Centre)

1. **Public Hearing**
2. **Resolution Approving Proposed Acquisition**

G. 84th Street Redevelopment Area

1. **Resolution – Approve Second Amendment to Subdivision Agreement – Public Improvement Redevelopment Project**
2. **Resolution – Approve Second Amendment to Redevelopment Agreement – Mixed Use Redevelopment Project (Action on this item will be taken by the La Vista Community Development Agency)**

- H. **Ordinance – Direct Conveyance of Real Property and Manner and Terms (Part of Tax Lot 12 14-14-12 and Part of Outlot A La Vista City Centre)**
- I. **Resolution – Final Plat – La Vista City Centre Replat 4 – La Vista City Centre, LLC**
- J. **Zoning Map Amendment – Part of Proposed Lot 3 La Vista City Centre Replat 4 – La Vista City Centre, LLC**
 - 1. Public Hearing
 - 2. Ordinance
- K. **Conditional Use Permit – Proposed Lot 3 La Vista City Centre Replat 4 – La Vista City Centre, LLC**
 - 1. Public Hearing
 - 2. Resolution
- L. **84th Street Redevelopment Area – General Business Occupation Taxes (“GBOT”); GBOT Revenue Note**
 - 1. Ordinance – Add Municipal Code Section 113.30 Authorizing General Business Occupation Taxes
 - 2. Resolution – Authorizing La Vista Community Development Agency Occupation Tax Revenue Note (Action on this item will be taken by the La Vista Community Development Agency)
 - 3. Ordinance – Enact Initial General Business Occupation Taxes within Initial Enhanced Employment Area – 84th Street Redevelopment Area
- M. **Economic Development Program**
 - 1. Ordinance – Approve Economic Development Program \$3 Million Grant – City Centre Music Venue, LLC and Astro Theater, LLC
 - 2. Resolution – Authorize the Issuance of Economic Development Bond
- N. **Zoning Text Amendment – Solar Energy Conversion System**
 - 1. Public Hearing
 - 2. Ordinance
- O. **Resolution – Approve Preliminary Plat – Hidden Valley Industrial – J & H Investments, LLC**
- P. **Resolution – Approve Amendment No. 2 – Professional Services Agreement – City Parking District No. 1**
- Q. **Resolution – Approve Professional Services Agreement – Thompson Creek Channel Rehabilitation**
- R. **Resolution – Salute to Summer**
 - **Comments from the Floor**
 - **Comments from Mayor and Council**
 - **Adjournment**

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

MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING FEBRUARY 18, 2020

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on February 18, 2020. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Administrative Services Pokorny, Recreation Director Stopak, Finance Director Miserez, Director of Public Works Soucie, City Engineer Dowse, Community Development Director Fountain, and Human Resources Director Trail.

A notice of the meeting was given in advance thereof by publication in the Times on February 5, 2020. 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.

SERVICE AWARD - CHRISTOPHER SOLBERG – 10 YEARS

Mayor Kindig recognized Chris Solberg for 10 years of service to the City of La Vista.

APPOINTMENTS - PLANNING COMMISSION – REAPPOINT KEVIN WETUSKI – 3 YEAR TERM AND CIVIL SERVICE COMMISSION – REAPPOINT DESTYNI SEWELL – 5 YEAR TERM

Mayor Kindig stated, with the approval of the City Council, he would like to reappoint Kevin Wetuski to the Planning Commission for a 3-year term and Destynie Sewell to the Civil Service Commission for a 5-year term.

Councilmember Thomas made a motion to approve the appointments. Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried.

CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE FEBRUARY 4, 2020 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE FEBRUARY 6, 2020 PLANNING COMMISSION MEETING
4. MONTHLY FINANCIAL REPORT – DECEMBER 2019
5. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTRE PARKING STRUCTURE NO. 2 – \$38,303.09
6. REQUEST FOR PAYMENT – MIDWEST RIGHT OF WAY SERVICES, INC. – PROFESSIONAL SERVICES – 120TH & GILES – TOTAL ACQUISITION – \$1,092.50
7. REQUEST FOR PAYMENT – NORTH STAR PLACE BRANDING & MARKETING – PROFESSIONAL SERVICES – LA VISTA BRANDPRINT – \$28,000.00
8. REQUEST FOR PAYMENT – OLSSON – PROFESSIONAL SERVICES – CITY CENTRE PARKING GARAGE NO. 2 – \$894.00
9. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – CIVIC CENTER PARK PHASE 1 – \$29.99
10. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – THOMPSON CREEK PHASE 1 – \$4,548.35
11. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – PHASE 1 GOLF COURSE TRANSFORMATION – PROPOSED LAKE IMPROVEMENTS – \$538.10
12. APPROVAL OF CLAIMS

MINUTE RECORD

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

ACTION BATTERIES, maint.	124.42
AED ZONE, supplies	636.00
AMAZON CAPITAL, services	156.90
APWA-AMER PUBLIC WORKS ASSN, services	550.00
ASPEN EQUIPMENT CO, maint.	692.19
BARCODES, INC, services	1,179.10
BERENS-TATE CONSULTING GROUP, INC, services	2,500.00
BISHOP BUSINESS EQUIPMENT, services	186.16
BKD LLP, services	35,000.00
BLACK HILLS ENERGY, utilities	1,068.43
CENTER POINT, INC, books	44.34
CENTURY LINK, phones	612.06
CENTURY LINK BUSN SVCS, phones	11.73
CINTAS CORP, services	263.22
CITY OF OMAHA, services	2,828.01
CITY OF PAPILLION, services	49,225.65
COX COMMUNICATIONS, INC, services	277.40
COX, J., travel	198.00
CROUCH RECREATION, services	47,932.00
CULLIGAN OF OMAHA, services	16.00
D & K PRODUCTS, maint.	416.50
DASH MEDICAL GLOVES, supplies	71.90
DIAMOND VOGEL, bld&grnds	255.04
FERRELLGAS, services	386.81
FIRST NATIONAL BANK OF OMAHA, bonds	76,953.75
FOCUS PRINTING, services	217.00
FOSTER, T., travel	216.50
GALE, books	164.18
GENERAL FIRE & SAFETY EQUIP, services	130.00
GRAYBAR ELECTRIC CO, bld&grnds	131.90
GREATAMERICA FINANCIAL, services	1,239.70
GRETNA WELDING INC, services	640.00
HAPPY TREES LLC, services	2,300.00
HAYES MECHANICAL, services	2,474.00
HDR ENGINEERING INC, services	1,125.75
HERITAGE CRYSTAL CLEAN, maint.	535.53
HUNTEL COMMUNICATIONS, phone	319.50
HY-VEE INC, services	67.00
INGRAM LIBRARY, books	1,573.95
J & J SMALL ENGINE, services	497.69
JOHNSTONE SUPPLY, services	26.51
K ELECTRIC, maint.	680.66
KRIHA FLUID POWER CO, maint.	106.96
LV COMM FOUNDATION, payroll	60.00
LIBRARY IDEAS LLC, books	12.50
MARK A KLINKER, services	200.00
MCCARTHY'S ONE HOUR, refund	49.00
MENARDS-RALSTON, supplies	139.59
MUD, utilities	2,473.82
MOTOROLA SOLUTIONS, services	2,951.25
MSC INDUSTRIAL, supplies	317.18
NE IOWA INDL FASTENERS, maint.	1.19
NEWMAN SIGNS, services	1,850.15
NMC EXCHANGE, maint.	1,013.79
OFFICE DEPOT, supplies	1,571.58
OLSSON, INC, services	12,389.66
OMAHA DOOR & WINDOW, bld&grnds	418.47
OPPD, utilities	44,919.31
OMNI ENGINEERING, maint.	176.85
ONE CALL CONCEPTS INC, services	139.99

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

O'REILLY AUTO PARTS, maint.	334.26
PAPILLION SANITATION, services	252.03
PAPILLION TIRE INC, maint.	12.75
PAY-LESS OFFICE PRODUCTS, supplies	200.10
PINNACLE OPERATIONS CENTER, services	25.00
PITNEY BOWES, services	526.71
PLAINS EQUIPMENT GROUP, maint.	335.29
RDG PLANNING & DESIGN, services	16,813.29
SARPY COUNTY COURTHOUSE, services	4,207.68
SCARPA, D., travel	252.00
SHI INTERNATIONAL CORP, services	6,296.84
SOUTHERN UNIFORM, apparel	166.64
SUNSET LAW ENFORCEMENT, supplies	4,648.00
THOMPSON DREESSEN & DORNER, INC, services	4,662.50
TOSHIBA FINANCIAL, services	283.36
TRANS UNION RISK, services	50.00
TY'S OUTDOOR POWER, maint.	390.00
UNITE PRIVATE NETWORKS, services	4,400.00
UTILITY EQUIPMENT CO, maint.	34.50
VERIZON CONNECT, phones	731.25
VIERREGGER ELECTRIC CO, services	1,731.99
WALMART, supplies	887.70
WATCHGUARD, maint.	396.00
WESTLAKE HARDWARE, bld&grnds	122.87
WHITE CAP CONSTR, supplies	145.25
WICK'S STERLING TRUCKS, maint.	50.08
WOODHOUSE LINCLN-MAZDA, maint.	125.37

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Director of Administrative Services Pokorny reported that the City would be hosting an intern from Germany this summer.

Police Chief Lausten reported on the chili cook-off between Police, Fire, and Public Works. He announced that the Sarpy Douglas Law Enforcement Academy graduation will be February 21st. He also reported that the department would be receiving a surveillance trailer through a federal grant. Lausten also gave an overview of the Department's Positive Community Interactions program.

SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION ANNUAL REPORT

Josh Charvat presented the Sarpy County Economic Development Corporation's 2019 Annual Report.

PRESENTATION – POTHOLE REPAIR PLAN

Deputy Director of Public Works Calentine presented the City's Pothole Repair Plan.

B. CONDITIONAL USE PERMIT AMENDMENT – SAC WIRELESS O/B/O AT&T – 8101 S 120TH ST.

1. PUBLIC HEARING

At 6:30 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the conditional use permit amendment for SAC Wireless o/b/o AT&T 8101 S 120th Street. There was no public comment.

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At 6:31 p.m. Councilmember Sell made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 20-018 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A CONDITIONAL USE PERMIT FOR SAC WIRELESS ON BEHALF OF AT&T TO CONSTRUCT IMPROVEMENTS AND OPERATE A WIRELESS COMMUNICATION TOWER LOCATED AT 8101 S 120TH STREET.

WHEREAS, SAC Wireless on behalf of AT&T has applied for approval of an amendment to their conditional use permit for a wireless communication tower at 8101 S 120th Street, located southeast of the intersection of S 123rd Plaza and Eastport Parkway; and

WHEREAS, the La Vista Planning Commission reviewed the application on February 6, 2020 and recommends approval; and

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

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of an amendment to a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for SAC Wireless on behalf of AT&T, to allow for improvements and operation of a wireless communication tower at 8101 S 120th Street.

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

C. ORDINANCE – AMEND PACE ORDINANCE NO. 1359

Councilmember Quick introduced Ordinance No. 1381 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND SECTION 5 OF ORDINANCE NO. 1359 (LA VISTA PROPERTY ASSESSED CLEAN ENERGY DISTRICT ORDINANCE); TO REPEAL SECTION 5 OF ORDINANCE NO. 1359 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Thomas seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title, and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Frederick. The Mayor then stated the question, "Shall Ordinance No. 1381 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. RESOLUTION – CHANGE ORDER NO. 6 – CITY CENTRE INFRASTRUCTURE – PAVEMENT AND SEWERS

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Councilmember Thomas introduced and moved for the adoption of Resolution No. 20-019 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 6 TO THE CONTRACT WITH GRAHAM CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR QUANTITY REDUCTION AND LIQUIDATED DAMAGES, FOR A REDUCTION OF \$18,190.00 TO THE CONTRACT AMOUNT.

WHEREAS, the City has determined it is necessary to reduce quantities and account of liquidated damages; and

WHEREAS, the FY19/20 Biennial Budget provides funding for this project. The contract price decreases from \$4,604,424.06 to \$4,586,234.06.

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 No. 6 to the contract with Graham Construction, Inc., Omaha Nebraska, to provide for a quantity reduction and liquidated damages for a reduction of \$18,190.00 to the contract amount.

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

E. RESOLUTION – CHANGE ORDER NO. 7 (FINAL) – CITY CENTRE INFRASTRUCTURE – PAVEMENT AND SEWERS

Councilmember Thomas introduced and moved for the adoption of Resolution No. 20-020 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 7 (FINAL) TO THE CONTRACT WITH GRAHAM CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR THE OVERALL QUANTITIES AS REFLECTED IN THE AS-BUILT NUMBERS, FOR A REDUCTION OF \$143,877.68 TO THE CONTRACT AMOUNT.

WHEREAS, the City has determined it is necessary for the contract amount to reflect the overall quantities in the as-built numbers; and

WHEREAS, the FY19/20 Biennial Budget provides funding for this project. The contract price decreases from \$4,586,234.06 to \$4,442,356.38.

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 No. 7 to the contract with Graham Construction, Inc., Omaha Nebraska, to provide for the overall quantities as reflected in the as-built numbers for a reduction of \$143,877.68 to the contract amount.

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

F. RESOLUTION – AUTHORIZE PURCHASE – BANNERS

Councilmember Thomas introduced and moved for the adoption of Resolution No. 20-021 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF 60TH ANNIVERSARY BANNERS FROM SIGNIT, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$7,850.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of 60th Anniversary banners is necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for this purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000;

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase 60th Anniversary banners from SignIt, Omaha, Nebraska in an amount not to exceed \$7,850.00. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried.

G. RESOLUTION – AUTHORIZE PURCHASE - ATTENUATOR

Councilmember Thomas introduced and moved for the adoption of Resolution No. 20-022 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2020 SCORPION TL3 TRUCK TOWED ATTENUATOR WITH ARROWBOARD FROM TRAFFIX DEVICES, SAN CLEMENTE, CALIFORNIA IN AN AMOUNT NOT TO EXCEED \$21,720.20.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a Scorpion TL3 truck towed attenuator with arrowboard is necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for this purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 2020 Scorpion TL3 truck towed attenuator with arrowboard from Trafix Devices, San Clemente, California in an amount not to exceed \$21,720.20.

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

COMMENTS FROM THE FLOOR

Ted Stapleton, Commander of American Legion Post 32 in Papillion, invited the Mayor and Council to attend the Legion's 101st birthday party on March 15.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick commented on LB 864.

Mayor Kindig commented that LB 974 will be on the Legislative floor tomorrow.

At 6:42 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried.

PASSED AND APPROVED THIS 3RD DAY OF MARCH 2020.

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

PLANNING COMMISSION MINUTES
FEBRUARY 20, 2020 6:30 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, February 20, 2020 in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Kevin Wetuski called the meeting to order at 6:30 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, Kevin Wetuski, Kathleen Alexander, John Gahan, Harold Sargus, Josh Frey, and Mike Circo. Members absent were: Jason Dale and Patrick Coghlan. Also, in attendance were Chris Solberg, Deputy Community Development Director; Cale Brodersen, Assistant Planner; Rita Ramirez, Assistant City Administrator; Bruce Fountain, Community Development Director; Tom McKeon, City Attorney; Meghan Engberg, Permit Technician; and Pat Dowse, City Engineer.

Legal notice of the public meeting and hearing 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 Wetuski 6:30 p.m. Copies of the agenda and staff reports were made available to the public.

2. Approval of Meeting Minutes – February 6, 2020

Malmquist moved, seconded by *Krzywicki*, to approve the February 6th minutes. **Ayes:** *Krzywicki, Gahan, Wetuski, Frey, Sargus, Circo, Alexander and Malmquist*. **Nays:** *None*. **Abstain:** *None*. **Absent:** *Dale and Coghlan*. **Motion Carried, (8-0)**

3. Old Business

None.

4. New Business

A. Proposed Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area

- i. **Staff Report – Chris Solberg:** Solberg stated that as an additional proposed amendment to the Redevelopment Plan, titled "*Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 2*," has been prepared to continue the Redevelopment Area efforts within the City Centre Area. He told the commission that what they have in front of them, in their packet, is the TIF application, the proposed Redevelopment Plan Amendment, with the Redevelopment Agreement and Subdivision Agreement as exhibits to that amendment. Solberg said that the Planning

Commission, after the public hearing, is asked to review and make recommendations to the City Council regarding Amendment No. 2 as to its conformity with the Comprehensive Development Plan. Staff recommends [approval of](#) Redevelopment Plan Amendment No. 2 as [it is](#) in conformity with the general plan for the development of the City as a whole, and [staff recommends approval of](#) the Comprehensive Development Plan Ordinance to incorporate Redevelopment Plan Amendment No. 2, subject to any conditions specified by the Planning Commission in its recommendation. He then noted that [if the Planning Commission wishes to provide a favorable recommendation to City Council, then](#) the recommendation [would will](#) be a little bit different than the usual process. He said that the motion will be whether to approve Resolution Number 2020-01, which [provides spells out the](#) recommendation to the City Council.

ii. Public Hearing: Wetuski opened the Public Hearing

Chris Erickson came up and spoke on behalf of City Ventures. He presented the commission some exhibits of the proposed development and TIF application. Erickson said that the proposed development is for a 52,000 square foot indoor/outdoor music venue. He said that he would answer any questions the commission may have. Erickson then mentioned that they plan on having up to 150 shows, of those, there would be 15 outdoors and approximately 135 indoor shows. The capacity inside is roughly 2400-2500 and the capacity for the outdoor space is 4500-5000. Erickson said that he felt that this project is going to add a lot of draw, not just to the venue, but to the surrounding area as well.

Wetuski closed the Public Hearing.

McKeon verified that the [Planning Commission](#) had the resolution that Solberg referred to and said that he felt that it would be easier just because it's says what's being presented, which would be the Redevelopment Plan Amendment No. 2 and that the statute requires that the Redevelopment Plan be in accordance with the Comprehensive Plan. He said that if you look in paragraph number 2, it's essentially making a recommendation of the Planning Commission in a finding that it's being recommended to the City Council in accordance with the Comprehensive Development Plan, subject to a few conditions and modifications. The other thing is that it would be subject to [incorporating Redevelopment Plan Amendment No. 2 into](#) the Comprehensive Plan, [to ensure to incorporate this amendment into it, so they are just making sure](#) that everything is [synchronizedsync](#). He then said that what they would need to do, if this is the direction they would want to go, would be to make a motion and a second to approve this resolution.

iii. Recommendation: *Sargus* moved, seconded by *Malmquist*, to [recommend approval-approveof](#) Resolution 2020-01, A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE CITY OF LA VISTA COMMUNITY DEVELOPMENT AGENCY AND GOVERNING BODY OF THE

CITY OF LA VISTA PROPOSED REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA - AMENDMENT NO. 2.

iii. *Ayes: Krzywicki, Gahan, Wetuski, Frey, Sargus, Circo, Alexander and Malmquist. Nays: None. Abstain: None. Absent: Dale and Coghlan. Motion Carried, (8-0)*

B. Proposed Comprehensive Development Plan Amendment to Incorporate Proposed Amendment No. 2, as described in Agenda item 4A above, into the Comprehensive Development Plan

i. **Staff Report – Chris Solberg:** Solberg stated that as mentioned by the city attorney and required by statute, the Comprehensive Plan Amendment will be required to incorporate the Redevelopment Plan No. 2 into the Comprehensive Plan. As with the Redevelopment Plan Amendment, the Commission's motion will be whether or not to approve Resolution 2020-02, which provides a recommendation to City Council.

ii. **Public Hearing: Wetuski opened the Public Hearing**

Wetuski closed the Public Hearing as no members of the public came forward.

McKeon said that he read the memo that they were provided and that it seemed to refer to a draft ordinance to amend the Comprehensive Plan as being available at this meeting. He said that he did have a copy of the draft ordinance that will be on file with the clerk.

iii. **Recommendation:** *Krzywicki* moved, seconded by *Frey* to ~~recommend approval of~~ **approve** Resolution 2020-2 A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING THAT THE CITY OF LA VISTA CITY COUNCIL AMEND THE CITY OF LA VISTA COMPREHENSIVE PLAN TO INCORPORATE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA - AMENDMENT NO. 2 INTO THE COMPREHENSIVE PLAN .

iii. *Ayes: Krzywicki, Gahan, Wetuski, Frey, Sargus, Circo, Alexander and Malmquist. Nays: None. Abstain: None. Absent: Dale and Coghlan. Motion Carried, (8-0)*

C. Final Plat – La Vista City Centre Replat 4 – La Vista City Centre, LLC

i. **Staff Report – Chris Solberg:** Solberg stated the applicant, La Vista City Centre LLC, is requesting a Final Plat for Lot 13 and Outlot A La Vista City Centre, Lot 1 La Vista City Centre Replat 3, and portions of Tax Lot 12 14-14-12. These lots will be

replatted as Lots 1-3 La Vista City Centre Replat 4, generally located north of Main Street and City Centre Drive. Staff recommends approval of La Vista City Centre Replat 4 Final Plat, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

- ii. **Applicant Presentation:** Chris Erickson came up and said the replat is a redrawing of the boundaries to accommodate the alternative building, but that there's not much going on beyond that.
- iii. **Recommendation:** Circo moved, seconded by Gahan to recommend approval to City Council the Final Plat, La Vista City Centre Replat 4, La Vista City Centre LLC. **Ayes: Krzywicki, Gahan, Wetuski, Frey, Sargus, Circo, Alexander and Malmquist. Nays: None. Abstain: None. Absent: Dale and Coghlan. Motion Carried, (8-0)**

D. Zoning Map Amendment – Part of Proposed Lot 3 La Vista City Centre Replat 4 – La Vista City Centre, LLC

- i. **Staff Report – Chris Solberg:** Solberg stated that the applicant, La Vista City Centre LLC, is requesting the rezoning of a portion of Tax Lot 12 14-14-12 to be replatted as a portion of Lot 3 of La Vista City Centre Replat 4, generally located north of Main Street and City Centre Drive. Staff recommends approval of the Zoning Map Amendment, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of final replat, redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

ii. **Applicant Presentation: Applicant did not come forward.**

iii. **Public Hearing: Wetuski opened the Public Hearing.**

Wetuski closed the public hearing as no members of the public came forward.

- iv. **Recommendation:** Malmquist moved, seconded by Alexander to recommend to City Council approval of the Zoning Map Amendment, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of the final replat, redevelopment agreement amendment, and applicable property conveyances. **Ayes: Krzywicki, Gahan, Wetuski, Frey, Sargus, Circo, Alexander and Malmquist. Nays: None. Abstain: None. Absent: Dale and Coghlan. Motion Carried, (8-0)**

E. Conditional Use Permit – Proposed Lot 3 La Vista City Centre Replat 4 – La Vista City Centre, LLC

i. **Staff Report – Chris Solberg:** Solberg stated that the commission has been given a revised packet item for this item. It is a complete revision that replaces what was sent to them earlier. The applicant, La Vista City Centre LLC, is requesting a Conditional Use Permit to construct and operate an event center on proposed Lot 3 City Centre Replat 4, generally located north of Main Street and City Centre Drive. Staff notes that this is a draft CUP and that potential ~~renovations~~ revisions may take place before presentation to City Council for final approval. Staff recommends approval of the Conditional Use Permit for an Event Center, subject to such modifications or conditions, if any, as the City Administrator determines necessary or appropriate, satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of final ~~replat~~, redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

ii. **Applicant Presentation: Applicant did not come forward.**

Krzywicki asked for a summary of the changes that were made.

Solberg said that those items are currently in negotiation and that they are finalizing some of the intricate details.

McKeon said that most of the things that had changed were things that Erickson had mentioned that if these things are required by general city ordinance or the zoning ordinance, can they be eliminated from being specifically mentioned in the permit itself. They would have to comply with those requirements anyway, so those were most of the requirements that had changed. He said that the only other thing was that if there was a problem with a potential violation, a misstep under the Conditional Use Permit, there's a cure period and they would be given more time to address a situation.

Krzywicki said that it was mentioned that if it was already in the zoning ordinances, then it wasn't included in the Conditional Use Permit and asked if there were any conflicts between the hours of operation of the venue and the hours there could be loud music outside.

McKeon said there is not. McKeon then mentioned that there was a beginning time put in there that has since been removed, but the ending time was-is what was-is most important to the eCity. McKeon said that he didn't believe there was anything in the zoning that mentioned curfew times like that.

Solberg said that the operating statement packet states the ending times.

iii. **Public Hearing: Wetuski opened the Public Hearing**

Wetuski closed the public hearing as no members of the public came forward.

- iv. **Recommendation:** *Malmquist* moved, seconded by *Circo* to recommend to the city council approval of the Conditional Use Permit for an Event Center, subject to such modifications or conditions, if any, as the City Administrator determines necessary or appropriate, satisfaction of all applicable requirements, including, without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of final replat, redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances. **Ayes:** *Krzywicki, Gahan, Wetuski, Frey, Sargus, Circo, Alexander and Malmquist*. **Nays:** None. **Abstain:** None. **Absent:** *Dale and Coghlan*. **Motion Carried, (8-0)**

5. Comments from the Floor

No member of the public came forward.

6. Comments from the Planning Commission

None.

7. Comments from the Staff

Solberg mentioned that the NPZA conference is coming up and to let staff know if interested in attending. He also brought up that due to the conference, there will not be a meeting the first week of March.

8. Adjournment

Wetuski adjourned the meeting at 6:58 p.m.

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chair

A-4



Contractor's Application for Payment No. 13

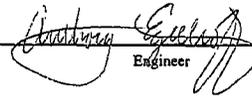
Application Period: 10/1/19-2/4/20		Application Date: 2/4/2020	
To (Owner): La Vista Community Development Agency	From (Contractor): Graham Construction, Inc.	Via (Engineer): Olsson, Inc.	
Project: City of La Vista 84th St. Redevelopment Area City Centre Infrastructure	Contact: David Rexin	Tony Egelhoff	
Owner's Contract No.: CD-17-008	Contractor's Project No.: N17045	Engineer's Project No.: B16-0546	

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		\$159,278.10
2	\$115,225.88	
3	\$240,850.90	
4	\$39,201.43	
5	\$69,812.15	
6		\$18,190.00
Final Project Quantity		\$143,877.68
TOTALS	\$465,090.36	\$321,345.78
NET CHANGE BY CHANGE ORDERS	\$143,744.58	

1. ORIGINAL CONTRACT PRICE.....	\$	\$4,298,611.80
2. Net change by Change Orders.....	\$	\$143,744.58
3. Current Contract Price (Line 1 ± 2).....	\$	\$4,442,356.38
4. TOTAL COMPLETED AND STORED TO DATE		
(Column F total on Progress Estimates).....	\$	\$4,442,356.38
5. RETAINAGE:		
a. 5% X \$4,442,356.38 Work Completed.....	\$	\$22,211.78
b. 10% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$22,211.78
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$4,420,144.60
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$3,984,865.88
8. AMOUNT DUE THIS APPLICATION.....	\$	\$435,278.72
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G total on Progress Estimates + Line 5.c above).....	\$	\$22,211.78

Payment of: \$ 435,278.72
(Line 8 or other - attach explanation of the other amount)

is approved by:  02/13/2020
Engineer (Date)

← OK TO PAY PMO
2/24/2020
PO 20-008345

Consent Agenda 3/3/2020


Project: CD-17-008 / City of LaVista 84th street Redevelopment
 Contractor: Graham Construction

Project #: B16-0546
 Date:

FINAL PAY APP
 Date Through: 2/5/2020

A ITEM NO.	B DESCRIPTION OF WORK	C Pay Unit	D Total Est. Qty	E Unit Price	F SCHEDULED VALUE (D * E)	G		H		I WORK COMPLETED		K MATERIALS PRESENTLY STORED (NOT IN H OR J)	L TOTAL QUANTITY TO DATE (G+I)	M TOTAL COMPLETED AND STORED TO DATE (H+J+K)	N % (M/F)	O BALANCE TO FINISH (F-M)	P RETAINAGE
						Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	Total from this Period								
1	MOBILIZATION	LS	1.00	\$355,000.00	\$ 355,000.00	1.00	\$ 355,000.00	-	\$ -	-	\$ -	1.00	\$ 355,000.00	100%	\$ -	\$ 1,775.00	
2	REMOVE PAVEMENT	SY	4,373.00	\$10.30	\$ 45,041.90	4,926.00	\$ 50,737.80	-	\$ -	-	\$ -	4,926.00	\$ 50,737.80	113%	\$ -	\$ 253.69	
3	REMOVE SIDEWALK	SF	582.00	\$6.90	\$ 4,015.80	594.00	\$ 4,098.60	-	\$ -	-	\$ -	594.00	\$ 4,098.60	102%	\$ -	\$ 20.49	
4	REMOVE MEDIAN SURFACING	SF	1,136.00	\$10.30	\$ 11,700.80	1,078.00	\$ 11,103.40	-	\$ -	-	\$ -	1,078.00	\$ 11,103.40	95%	\$ -	\$ 55.52	
5	REMOVE 12" OR SMALLER SEWER PIPE	LF	526.00	\$14.70	\$ 7,732.20	601.00	\$ 8,834.70	-	\$ -	-	\$ -	601.00	\$ 8,834.70	114%	\$ -	\$ 44.17	
6	REMOVE 15" TO 18" SEWER PIPE	LF	311.00	\$14.70	\$ 4,571.70	296.00	\$ 4,351.20	-	\$ -	-	\$ -	296.00	\$ 4,351.20	95%	\$ -	\$ 21.76	
7	REMOVE 48" SEWER PIPE	LF	418.00	\$16.70	\$ 6,980.60	418.00	\$ 6,980.60	-	\$ -	-	\$ -	418.00	\$ 6,980.60	100%	\$ -	\$ 34.90	
8	REMOVE 54" SEWER PIPE	LF	53.00	\$24.50	\$ 1,298.50	53.00	\$ 1,298.50	-	\$ -	-	\$ -	53.00	\$ 1,298.50	100%	\$ -	\$ 6.49	
9	REMOVE MANHOLE	EA	3.00	\$685.00	\$ 2,055.00	3.00	\$ 2,055.00	-	\$ -	-	\$ -	3.00	\$ 2,055.00	100%	\$ -	\$ 10.29	
10	REMOVE FLARED END SECTION OVER 36" TO 48"	EA	1.00	\$294.00	\$ 294.00	1.00	\$ 294.00	-	\$ -	-	\$ -	1.00	\$ 294.00	100%	\$ -	\$ 1.47	
11	REMOVE FLARED END SECTION OVER 48" TO 60"	EA	1.00	\$294.00	\$ 294.00	1.00	\$ 294.00	-	\$ -	-	\$ -	1.00	\$ 294.00	100%	\$ -	\$ 1.47	
12	REMOVE LIGHT POLE	EA	2.00	\$975.00	\$ 1,950.00	4.00	\$ 3,900.00	-	\$ -	-	\$ -	4.00	\$ 3,900.00	200%	\$ -	\$ 18.50	
13	REMOVE AREA INLET	EA	1.00	\$735.00	\$ 735.00	1.00	\$ 735.00	-	\$ -	-	\$ -	1.00	\$ 735.00	100%	\$ -	\$ 3.68	
14	REMOVE CURB INLET	EA	3.00	\$480.00	\$ 1,470.00	3.00	\$ 1,470.00	-	\$ -	-	\$ -	3.00	\$ 1,470.00	100%	\$ -	\$ 7.35	
15	REMOVE SIGN	EA	2.00	\$98.00	\$ 196.00	2.00	\$ 196.00	-	\$ -	-	\$ -	2.00	\$ 196.00	100%	\$ -	\$ 0.98	
16	REMOVE FENCE	LF	856.00	\$3.90	\$ 3,338.40	856.00	\$ 3,338.40	-	\$ -	-	\$ -	856.00	\$ 3,338.40	100%	\$ -	\$ 16.69	
17	REMOVE SEGMENTAL RETAINING WALL	SF	2,883.00	\$3.90	\$ 11,243.70	2,883.00	\$ 11,243.70	-	\$ -	-	\$ -	2,883.00	\$ 11,243.70	100%	\$ -	\$ 56.22	
18	SAW CUT - FULL DEPTH	LF	317.00	\$4.50	\$ 1,426.50	248.00	\$ 1,116.00	-	\$ -	-	\$ -	248.00	\$ 1,116.00	78%	\$ -	\$ 5.58	
19	EXCAVATION - ON SITE	CY	19,263.00	\$6.75	\$ 130,025.25	19,263.00	\$ 130,025.25	-	\$ -	-	\$ -	19,263.00	\$ 130,025.25	100%	\$ -	\$ 650.13	
20	UNSUITABLE MATERIAL	CY	500.00	\$30.00	\$ 15,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0%	\$ -	\$ -	
21	SECURITY FENCE	LF	1,300.00	\$13.00	\$ 16,900.00	1,758.00	\$ 22,854.00	-	\$ -	-	\$ -	1,758.00	\$ 22,854.00	135%	\$ -	\$ 114.27	
22	TEMPORARY CONTRACTOR ACCESS ROAD	SY	2,914.00	\$9.00	\$ 26,226.00	5,880.00	\$ 52,920.00	-	\$ -	-	\$ -	5,880.00	\$ 52,920.00	202%	\$ -	\$ 264.60	
23	TEMPORARY 8-INCH SURFACING	SY	912.00	\$50.00	\$ 45,600.00	893.00	\$ 44,650.00	-	\$ -	-	\$ -	893.00	\$ 44,650.00	98%	\$ -	\$ 223.25	
24	RECONSTRUCT MANHOLE TO GRADE	VF	15.90	\$590.00	\$ 9,381.00	15.90	\$ 9,381.00	-	\$ -	-	\$ -	15.90	\$ 9,381.00	100%	\$ -	\$ 46.81	
26	ADJUST MANHOLE TO GRADE	EA	-	\$490.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	\$ -	\$ -	
26	ADJUST INLET TO GRADE	EA	-	\$795.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	\$ -	\$ -	
27	CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65)	SY	4,782.00	\$64.00	\$ 306,048.00	4,429.00	\$ 283,456.00	-	\$ -	-	\$ -	4,429.00	\$ 283,456.00	93%	\$ -	\$ 1,417.28	
28	CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65)	SY	9,075.00	\$57.00	\$ 517,275.00	8,864.00	\$ 505,248.00	-	\$ -	-	\$ -	8,864.00	\$ 505,248.00	98%	\$ -	\$ 2,526.24	
28*	CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65)	SY	204.00	\$48.45	\$ 9,883.80	204.00	\$ 9,883.80	-	\$ -	-	\$ -	204.00	\$ 9,883.80	100%	\$ -	\$ 49.42	
29	CONSTRUCT 8-INCH COMBINATION CURB AND GUTTER	LF	286.00	\$14.75	\$ 4,218.50	259.00	\$ 3,820.25	-	\$ -	-	\$ -	259.00	\$ 3,820.25	91%	\$ -	\$ 19.10	
30	CONSTRUCT 8-INCH IMPRINTED CONCRETE SURFACING	SF	3,249.00	\$17.75	\$ 57,669.75	2,395.00	\$ 42,511.25	-	\$ -	-	\$ -	2,395.00	\$ 42,511.25	74%	\$ -	\$ 212.56	
31	CONSTRUCT 4-INCH RCC SIDEWALK	SF	4,225.00	\$4.00	\$ 16,900.00	1,768.00	\$ 7,072.00	-	\$ -	-	\$ -	1,768.00	\$ 7,072.00	42%	\$ -	\$ 35.36	
32	CONSTRUCT 8-INCH CONCRETE MEDIAN SURFACING	SF	317.00	\$5.00	\$ 1,585.00	317.00	\$ 1,585.00	-	\$ -	-	\$ -	317.00	\$ 1,585.00	100%	\$ -	\$ 7.93	
33	CONSTRUCT CONCRETE CURB RAMP	SF	255.00	\$10.75	\$ 2,741.25	70.00	\$ 752.50	-	\$ -	-	\$ -	70.00	\$ 752.50	27%	\$ -	\$ 3.76	
34	ARMOR-TILE DETECTABLE WARNING PANELS	SF	53.00	\$31.50	\$ 1,669.50	24.00	\$ 756.00	-	\$ -	-	\$ -	24.00	\$ 756.00	45%	\$ -	\$ 3.78	
35	CONSTRUCT GRAVITY BLOCK RETAINING WALL	SF	996.00	\$70.00	\$ 69,720.00	996.00	\$ 69,720.00	-	\$ -	-	\$ -	996.00	\$ 69,720.00	100%	\$ -	\$ 348.60	
36	CONSTRUCT SOLDIER PILE RETAINING WALL	SF	3,530.00	\$75.00	\$ 264,750.00	3,530.00	\$ 264,750.00	-	\$ -	-	\$ -	3,530.00	\$ 264,750.00	100%	\$ -	\$ 1,323.75	
37	CONSTRUCT SMALL BLOCK RETAINING WALL	SF	382.00	\$24.00	\$ 9,168.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0%	\$ -	\$ -	
38	CONSTRUCT PIPE RAILING	LF	539.00	\$50.00	\$ 26,950.00	539.00	\$ 26,950.00	-	\$ -	-	\$ -	539.00	\$ 26,950.00	100%	\$ -	\$ 134.75	
38A	CONSTRUCT 48" BLACK VINYL CHAIN LINK FENCE	LF	418.00	\$20.00	\$ 8,360.00	418.00	\$ 8,360.00	-	\$ -	-	\$ -	418.00	\$ 8,360.00	100%	\$ -	\$ 41.80	
39	CONSTRUCT CURB WALL	SF	503.00	\$40.00	\$ 20,120.00	503.00	\$ 20,120.00	-	\$ -	-	\$ -	503.00	\$ 20,120.00	100%	\$ -	\$ 100.60	
40	AGGREGATE BEDDING FOR 10" STORM SEWER PIPE	LF	49.00	\$6.00	\$ 294.00	49.00	\$ 294.00	-	\$ -	-	\$ -	49.00	\$ 294.00	100%	\$ -	\$ 1.47	
41	AGGREGATE BEDDING FOR 12" STORM SEWER PIPE	LF	38.00	\$6.25	\$ 237.50	38.00	\$ 237.50	-	\$ -	-	\$ -	38.00	\$ 237.50	100%	\$ -	\$ 1.19	
42	AGGREGATE BEDDING FOR 15" STORM SEWER PIPE	LF	382.00	\$7.00	\$ 2,674.00	382.00	\$ 2,674.00	-	\$ -	-	\$ -	382.00	\$ 2,674.00	100%	\$ -	\$ 13.37	
43	AGGREGATE BEDDING FOR 18" STORM SEWER PIPE	LF	473.00	\$8.00	\$ 3,784.00	473.00	\$ 3,784.00	-	\$ -	-	\$ -	473.00	\$ 3,784.00	100%	\$ -	\$ 18.92	
44	AGGREGATE BEDDING FOR 24" STORM SEWER PIPE	LF	848.00	\$9.50	\$ 8,056.00	848.00	\$ 8,056.00	-	\$ -	-	\$ -	848.00	\$ 8,056.00	100%	\$ -	\$ 40.28	
45	AGGREGATE BEDDING FOR 30" STORM SEWER PIPE	LF	1,518.00	\$14.75	\$ 22,390.50	1,518.00	\$ 22,390.50	-	\$ -	-	\$ -	1,518.00	\$ 22,390.50	100%	\$ -	\$ 111.95	
46	AGGREGATE BEDDING FOR 36" STORM SEWER PIPE	LF	956.00	\$17.50	\$ 16,730.00	871.00	\$ 15,242.50	-	\$ -	-	\$ -	871.00	\$ 15,242.50	91%	\$ -	\$ 76.21	
47	AGGREGATE BEDDING FOR 42" STORM SEWER PIPE	LF	913.00	\$20.00	\$ 18,260.00	913.00	\$ 18,260.00	-	\$ -	-	\$ -	913.00	\$ 18,260.00	100%	\$ -	\$ 91.30	
48	AGGREGATE BEDDING FOR 54" STORM SEWER PIPE	LF	484.00	\$25.20	\$ 12,196.80	484.00	\$ 12,196.80	-	\$ -	-	\$ -	484.00	\$ 12,196.80	100%	\$ -	\$ 60.98	
49	CONSTRUCT 8" HDPE STORM SEWER PIPE	LF	24.00	\$49.00	\$ 1,176.00	24.00	\$ 1,176.00	-	\$ -	-	\$ -	24.00	\$ 1,176.00	100%	\$ -	\$ 5.88	
50	CONSTRUCT 10" HDPE STORM SEWER PIPE	LF	46.00	\$42.00	\$ 1,932.00	46.00	\$ 1,932.00	-	\$ -	-	\$ -	46.00	\$ 1,932.00	100%	\$ -	\$ 9.66	
51	CONSTRUCT 12" HDPE STORM SEWER PIPE	LF	38.00	\$49.00	\$ 1,862.00	38.00	\$ 1,862.00	-	\$ -	-	\$ -	38.00	\$ 1,862.00	100%	\$ -	\$ 9.31	
52	CONSTRUCT 15" HDPE STORM SEWER PIPE	LF	60.00	\$54.50	\$ 3,270.00	60.00	\$ 3,270.00	-	\$ -	-	\$ -	60.00	\$ 3,270.00	100%	\$ -	\$ 16.35	
53	CONSTRUCT 18" HDPE STORM SEWER PIPE	LF	25.00	\$64.00	\$ 1,600.00	60.00	\$ 3,840.00	-	\$ -	-	\$ -	60.00	\$ 3,840.00	240%	\$ -	\$ 18.20	
54	CONSTRUCT 24" HDPE STORM SEWER PIPE	LF	38.00	\$67.00	\$ 2,546.00	38.00	\$ 2,546.00	-	\$ -	-	\$ -	38.00	\$ 2,546.00	100%	\$ -	\$ 12.73	
55	CONSTRUCT 15" RCP, CLASS III	LF	322.00	\$50.00	\$ 16,100.00	322.00	\$ 16,100.00	-	\$ -	-	\$ -	322.00	\$ 16,100.00	100%	\$ -	\$ 80.50	
56	CONSTRUCT 18" RCP, CLASS III	LF	448.00	\$60.00	\$ 26,880.00	448.00	\$ 26,880.00	-	\$ -	-	\$ -	448.00	\$ 26,880.00	100%	\$ -	\$ 134.40	
57	CONSTRUCT 24" RCP, CLASS III	LF	810.00	\$62.00	\$ 50,220.00	810.00	\$ 50,220.00	-	\$ -	-	\$ -	810.00	\$ 50,220.00	100%	\$ -	\$ 251.10	
58	CONSTRUCT 30" RCP, CLASS III	LF	1,518.00	\$74.00	\$ 112,332.00	1,518.00	\$ 112,332.00	-	\$ -	-	\$ -	1,518.00	\$ 112,332.00	100%	\$ -	\$ 561.66	
59	CONSTRUCT 36" RCP, D(0.01) = 1350	LF	956.00	\$105.00	\$ 100,380.00	871.00	\$ 91,455.00	-	\$ -	-	\$ -	871.00	\$ 91,455.00	91%	\$ -	\$ 457.28	
60	CONSTRUCT 36" RCP, D(0.01) = 1350 (OR HDPE)	LF	157.00	\$105.00	\$ 16,485.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0%	\$ -	\$ -	
61	CONSTRUCT 42" RCP, D(0.01) = 1350	LF	913.00	\$130.00	\$ 118,690.00	913.00	\$ 118,690.00	-	\$ -	-	\$ -	913.00	\$ 118,690.00	100%	\$ -	\$ 593.45	
62	CONSTRUCT 54" RCP, D(0.01) = 1350 (OR HDPE)	LF	484.00	\$165.00	\$ 79,860.00	484.00	\$ 79,860.00	-	\$ -	-	\$ -	484.00	\$ 79,860.00	100%	\$ -	\$ 399.30	

ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	WORK COMPLETED				TOTAL QUANTITY TO DATE (G+H)	TOTAL COMPLETED AND STORED TO DATE (H+J+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE
						Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	Total from this Period					
63	CONSTRUCT 36" CONCRETE COLLAR	EA	1.00	\$2,050.00	\$ 2,050.00	1.00	\$ 2,050.00	-	\$ -	1.00	\$ 2,050.00	100%	\$ -	\$ 10.25
64	CONSTRUCT 54" I.D. STORM MANHOLE	VF	24.30	\$750.00	\$ 18,225.00	24.40	\$ 18,300.00	-	\$ -	24.40	\$ 18,300.00	100%	\$ -	\$ 91.50
65	CONSTRUCT 60" I.D. STORM MANHOLE	VF	44.50	\$770.00	\$ 34,265.00	44.50	\$ 34,265.00	-	\$ -	44.50	\$ 34,265.00	100%	\$ -	\$ 171.33
66	CONSTRUCT 72" I.D. STORM MANHOLE	VF	32.00	\$800.00	\$ 25,600.00	32.20	\$ 25,760.00	-	\$ -	32.20	\$ 25,760.00	101%	\$ -	\$ 128.80
67	CONSTRUCT 84" I.D. STORM MANHOLE	VF	87.00	\$1,105.00	\$ 96,135.00	78.80	\$ 87,074.00	-	\$ -	78.80	\$ 87,074.00	91%	\$ -	\$ 435.37
68	CONSTRUCT 96" I.D. STORM MANHOLE	VF	145.90	\$1,185.00	\$ 172,891.50	137.90	\$ 163,411.50	-	\$ -	137.90	\$ 163,411.50	95%	\$ -	\$ 817.06
69	CONSTRUCT TYPE "C" MANHOLE - NDOR STANDARD PLAN 435-R1	EA	1.00	\$20,450.00	\$ 20,450.00	1.00	\$ 20,450.00	-	\$ -	1.00	\$ 20,450.00	100%	\$ -	\$ 102.25
70	PREPARATION OF STRUCTURE	LS	1.00	\$10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	-	\$ -	1.00	\$ 10,000.00	100%	\$ -	\$ 50.00
71	CONSTRUCT 30" RC FLARED END SECTION	EA	-	\$2,400.00	\$ -	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	\$ -	\$ -
72	CONSTRUCT 36" RC FLARED END SECTION	EA	1.00	\$2,700.00	\$ 2,700.00	1.00	\$ 2,700.00	-	\$ -	1.00	\$ 2,700.00	100%	\$ -	\$ 13.50
73	CONSTRUCT 42" RC FLARED END SECTION	EA	1.00	\$3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	-	\$ -	1.00	\$ 3,000.00	100%	\$ -	\$ 15.00
74	CONSTRUCT REINFORCED CURB INLET - TYPE III	EA	2.00	\$5,650.00	\$ 11,300.00	2.00	\$ 11,300.00	-	\$ -	2.00	\$ 11,300.00	100%	\$ -	\$ 56.50
75	CONSTRUCT CURB INLET - TYPE I	EA	3.00	\$2,900.00	\$ 8,700.00	3.00	\$ 8,700.00	-	\$ -	3.00	\$ 8,700.00	100%	\$ -	\$ 43.50
76	CONSTRUCT CURB INLET - TYPE III	EA	2.00	\$3,750.00	\$ 7,500.00	2.00	\$ 7,500.00	-	\$ -	2.00	\$ 7,500.00	100%	\$ -	\$ 37.50
77	CONSTRUCT CURB INLET - TYPE IV	EA	4.00	\$2,825.00	\$ 11,300.00	4.00	\$ 11,300.00	-	\$ -	4.00	\$ 11,300.00	100%	\$ -	\$ 56.50
78	CONSTRUCT GRATED INLET - TYPE "SADDLE CREEK" INLET	EA	11.00	\$6,500.00	\$ 71,500.00	11.00	\$ 71,500.00	-	\$ -	11.00	\$ 71,500.00	100%	\$ -	\$ 357.50
79	INSTALL FILTERRA INLET	EA	-	\$20,100.00	\$ -	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	\$ -	\$ -
80	AGGREGATE BEDDING FOR 6" SANITARY SEWER PIPE	LF	644.00	\$7.00	\$ 4,508.00	718.00	\$ 5,026.00	-	\$ -	718.00	\$ 5,026.00	111%	\$ -	\$ 25.13
81	AGGREGATE BEDDING FOR 8" SANITARY SEWER PIPE	LF	1,531.00	\$7.00	\$ 10,717.00	1,970.00	\$ 13,790.00	-	\$ -	1,970.00	\$ 13,790.00	129%	\$ -	\$ 68.95
82	AGGREGATE BEDDING FOR 10" SANITARY SEWER PIPE	LF	533.00	\$8.50	\$ 4,530.50	229.00	\$ 1,946.50	-	\$ -	229.00	\$ 1,946.50	43%	\$ -	\$ 9.73
83	CONSTRUCT 6" PVC SANITARY SEWER PIPE	LF	644.00	\$33.00	\$ 21,252.00	718.00	\$ 23,694.00	-	\$ -	718.00	\$ 23,694.00	111%	\$ -	\$ 118.47
84	CONSTRUCT 6" PVC SANITARY SEWER PIPE	LF	1,531.00	\$33.00	\$ 50,523.00	1,531.00	\$ 50,523.00	-	\$ -	1,531.00	\$ 50,523.00	100%	\$ -	\$ 252.62
85	CONSTRUCT 10" PVC SANITARY SEWER PIPE	LF	234.00	\$35.00	\$ 8,190.00	229.00	\$ 8,015.00	-	\$ -	229.00	\$ 8,015.00	98%	\$ -	\$ 40.08
86	CONSTRUCT 10" DIP-SANITARY SEWER PIPE	LF	828.00	\$460.00	\$ 499,200.00	-	\$ -	-	\$ -	-	\$ -	0%	\$ -	\$ -
86A	CONSTRUCT 8" DIP SANITARY SEWER PIPE	LF	495.00	\$150.00	\$ 74,250.00	495.00	\$ 74,250.00	-	\$ -	495.00	\$ 74,250.00	100%	\$ -	\$ 371.25
87	CONSTRUCT 6" 8" WYE	EA	1.00	\$350.00	\$ 350.00	1.00	\$ 350.00	-	\$ -	1.00	\$ 350.00	100%	\$ -	\$ 1.75
88	CONSTRUCT 6" CLEANOUT	EA	1.00	\$625.00	\$ 625.00	1.00	\$ 625.00	-	\$ -	1.00	\$ 625.00	100%	\$ -	\$ 3.13
89	INSTALL EXTERNAL FRAME SEAL	EA	50.00	\$350.00	\$ 17,500.00	25.00	\$ 8,750.00	-	\$ -	25.00	\$ 8,750.00	50%	\$ -	\$ 43.75
90	CONNECT SANITARY SEWER MANHOLE TAP	EA	1.00	\$12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	-	\$ -	1.00	\$ 12,000.00	100%	\$ -	\$ 60.00
91	CONNECT SANITARY SEWER MANHOLE TAP - EXTRA DEEP	EA	1.00	\$40,000.00	\$ 40,000.00	1.00	\$ 40,000.00	-	\$ -	1.00	\$ 40,000.00	100%	\$ -	\$ 200.00
92	CONSTRUCT 54" I.D. SANITARY MANHOLE	VF	178.60	\$510.00	\$ 91,086.00	178.60	\$ 91,086.00	-	\$ -	178.60	\$ 91,086.00	100%	\$ -	\$ 455.43
93	CONSTRUCT RIPRAP - TYPE "B"	TONS	165.00	\$62.00	\$ 10,230.00	104.00	\$ 6,448.00	-	\$ -	104.00	\$ 6,448.00	63%	\$ -	\$ 32.24
94	1" DIA. SCH 40 PVC IN TRENCH	LF	12,380.00	\$3.00	\$ 37,140.00	7,284.00	\$ 21,852.00	-	\$ -	7,284.00	\$ 21,852.00	59%	\$ -	\$ 109.26
95	#8 AWG STRANDED COPPER WIRE W/ THWN INSUL	LF	18,590.00	\$0.65	\$ 12,083.50	21,420.00	\$ 13,923.00	-	\$ -	21,420.00	\$ 13,923.00	115%	\$ -	\$ 69.62
96	LED GLOBE POST-TOP LUMINARE W/ TAPERED STEEL POLE AND CONC. BASE	EA	66.00	\$5,310.00	\$ 350,460.00	67.00	\$ 355,770.00	-	\$ -	67.00	\$ 355,770.00	102%	\$ -	\$ 1,778.85
97	ELECTRIAL HANDHOLE/PULLBOX	EA	14.00	\$480.00	\$ 6,720.00	14.00	\$ 6,720.00	-	\$ -	14.00	\$ 6,720.00	100%	\$ -	\$ 33.60
98	LIGHTING SERVICE CABINET	EA	1.00	\$18,782.00	\$ 18,782.00	1.00	\$ 18,782.00	-	\$ -	1.00	\$ 18,782.00	100%	\$ -	\$ 93.91
99	PERMANENT PAINT MARKING - 4" WHITE	LF	4,677.00	\$2.25	\$ 10,523.25	4,237.00	\$ 9,533.25	-	\$ -	4,237.00	\$ 9,533.25	91%	\$ -	\$ 47.67
100	PERMANENT PAINT MARKING - 5" YELLOW	LF	325.00	\$3.50	\$ 1,137.50	925.00	\$ 3,237.50	-	\$ -	925.00	\$ 3,237.50	285%	\$ -	\$ 16.19
101	PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5" WHITE, GROOVED	LF	972.00	\$5.50	\$ 5,346.00	747.00	\$ 4,108.50	-	\$ -	747.00	\$ 4,108.50	77%	\$ -	\$ 20.54
102	PERMANENT PREFORMED TAPE MARKING - TYPE 3, 12" WHITE, GROOVED	LF	80.00	\$22.00	\$ 1,760.00	40.00	\$ 880.00	-	\$ -	40.00	\$ 880.00	50%	\$ -	\$ 4.40
103	PERMANENT PREFORMED TAPE MARKING - TYPE 3, 24" WHITE, GROOVED	LF	310.00	\$22.00	\$ 6,820.00	30.00	\$ 660.00	-	\$ -	30.00	\$ 660.00	10%	\$ -	\$ 3.30
104	PERMANENT PREFORMED MARKING TAPE SYMBOL - WHITE DIRECTIONAL LEFT ARROW, GROOVED	EA	4.00	\$475.00	\$ 1,900.00	1.00	\$ 475.00	-	\$ -	1.00	\$ 475.00	25%	\$ -	\$ 2.38
105	DIRECTIONAL RIGHT ARROW, GROOVED	EA	3.00	\$550.00	\$ 1,650.00	2.00	\$ 1,100.00	-	\$ -	2.00	\$ 1,100.00	67%	\$ -	\$ 5.50
106	ADA STALL PAVEMENT MARKING SYMBOL	EA	7.00	\$175.00	\$ 1,225.00	7.00	\$ 1,225.00	-	\$ -	7.00	\$ 1,225.00	100%	\$ -	\$ 6.13
107	REMOVE MARKING LINES - 5" WHITE	LF	62.00	\$17.00	\$ 1,054.00	62.00	\$ 1,054.00	-	\$ -	62.00	\$ 1,054.00	100%	\$ -	\$ 5.27
108	REMOVE MARKING LINES - 12" WHITE	LF	40.00	\$29.00	\$ 1,160.00	40.00	\$ 1,160.00	-	\$ -	40.00	\$ 1,160.00	100%	\$ -	\$ 5.80
109	REMOVE MARKING LINES - 24" WHITE	LF	120.00	\$33.00	\$ 3,960.00	-	\$ -	-	\$ -	-	\$ -	0%	\$ -	\$ -
110	REMOVE MARKING SYMBOL - DIRECTIONAL ARROW	EA	2.00	\$425.00	\$ 850.00	2.00	\$ 850.00	-	\$ -	2.00	\$ 850.00	100%	\$ -	\$ 4.25
111	INSTALL TRAFFIC POSTS AND SIGNS, CONTRACTOR PROVIDED	LS	1.00	\$22,000.00	\$ 22,000.00	1.00	\$ 22,000.00	-	\$ -	1.00	\$ 22,000.00	100%	\$ -	\$ 110.00
112	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1.00	\$15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	-	\$ -	1.00	\$ 15,000.00	100%	\$ -	\$ 75.00
113	INSTALL SEEDING (COVER CROP)	AC	1.37	\$835.00	\$ 1,143.95	-	\$ -	-	\$ -	-	\$ -	0%	\$ -	\$ -
114	INSTALL SEEDING (NATIVE MIX)	AC	0.52	\$3,050.00	\$ 1,586.00	0.54	\$ 1,647.00	-	\$ -	0.54	\$ 1,647.00	104%	\$ -	\$ 8.24
115	INSTALL SEEDING TURF (EROSION CONTROL TYPE 2)	AC	6.06	\$8,500.00	\$ 51,510.00	4.41	\$ 37,484.50	-	\$ -	4.41	\$ 37,484.50	73%	\$ -	\$ 187.42
116	INSTALL INLET PROTECTION	EA	20.00	\$215.00	\$ 4,300.00	22.00	\$ 4,730.00	-	\$ -	22.00	\$ 4,730.00	110%	\$ -	\$ 23.65
117	INSTALL EROSION CHECK (WATTLE)	LF	3,023.00	\$3.00	\$ 9,069.00	2,355.00	\$ 7,065.00	-	\$ -	2,355.00	\$ 7,065.00	78%	\$ -	\$ 35.33
118	INSTALL SODDING	SY	460.00	\$3.00	\$ 1,380.00	-	\$ -	-	\$ -	-	\$ -	0%	\$ -	\$ -
119	INSTALL SILT FENCE	LF	460.00	\$3.00	\$ 1,380.00	443.00	\$ 1,329.00	-	\$ -	443.00	\$ 1,329.00	96%	\$ -	\$ 6.65
120	INSTALL FLEXAMAT	SY	174.00	\$97.00	\$ 16,878.00	174.00	\$ 16,878.00	-	\$ -	174.00	\$ 16,878.00	100%	\$ -	\$ 84.39

A	B	C	D	E	F	G	H	I		K	L	M	N	O	P
								QTY FROM PREVIOUS PAY APPL.	TOTAL FROM PREVIOUS PAY APPL.						
ITEM NO	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	QTY FROM PREVIOUS PAY APPL.	TOTAL FROM PREVIOUS PAY APPL.	QTY THIS PERIOD	TOTAL FROM THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN H OR J)	TOTAL QUANTITY TO DATE (G+I)	TOTAL COMPLETED AND STORED TO DATE (H+J+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE
121	INSTALL TURF REINFORCEMENT MAT (TYPE A)	SY	491.00	\$6.25	\$ 3,068.75	1,779.00	\$ 11,118.75	-	\$ -	-	1,779.00	\$ 11,118.75	382%	\$ -	\$ 55.59
122	INSTALL SAFL BAFFLE	EA	3.00	\$6,900.00	\$ 20,700.00	3.00	\$ 20,700.00	-	\$ -	-	3.00	\$ 20,700.00	100%	\$ -	\$ 103.50
123	INSTALL SNOOT	EA	1.00	\$7,100.00	\$ 7,100.00	1.00	\$ 7,100.00	-	\$ -	-	1.00	\$ 7,100.00	100%	\$ -	\$ 35.50
124	INSTALL 18" I.D. PRESERVER	EA	1.00	\$4,200.00	\$ 4,200.00	1.00	\$ 4,200.00	-	\$ -	-	1.00	\$ 4,200.00	100%	\$ -	\$ 21.00
125	INSTALL 24" I.D. PRESERVER	EA	1.00	\$5,300.00	\$ 5,300.00	1.00	\$ 5,300.00	-	\$ -	-	1.00	\$ 5,300.00	100%	\$ -	\$ 26.50
126	INSTALL 30" I.D. PRESERVER	EA	1.00	\$6,900.00	\$ 6,900.00	1.00	\$ 6,900.00	-	\$ -	-	1.00	\$ 6,900.00	100%	\$ -	\$ 34.50
127	INSTALL 36" I.D. SKIMMER	EA	1.00	\$5,300.00	\$ 5,300.00	1.00	\$ 5,300.00	-	\$ -	-	1.00	\$ 5,300.00	100%	\$ -	\$ 26.50
128	CONSTRUCT WATER QUALITY STRUCTURE	LS	1.00	\$18,000.00	\$ 18,000.00	1.00	\$ 18,000.00	-	\$ -	-	1.00	\$ 18,000.00	100%	\$ -	\$ 90.00
129	INSTALL CONSTRUCTION ENTRANCE	EA	1.00	\$1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	-	\$ -	-	1.00	\$ 1,500.00	100%	\$ -	\$ 7.50
130	RENTAL OF LOADER, FULLY OPERATED	HR	20.00	\$120.00	\$ 2,400.00	-	\$ -	20.00	\$ 2,400.00	-	20.00	\$ 2,400.00	100%	\$ -	\$ 12.00
131	RENTAL OF BACKHOE, FULLY OPERATED	HR	20.00	\$105.00	\$ 2,100.00	-	\$ -	20.00	\$ 2,100.00	-	20.00	\$ 2,100.00	100%	\$ -	\$ 10.50
132	RENTAL OF DUMP TRUCK, FULLY OPERATED	HR	20.00	\$95.00	\$ 1,900.00	-	\$ -	20.00	\$ 1,900.00	-	20.00	\$ 1,900.00	100%	\$ -	\$ 9.50
133	RENTAL OF SKID LOADER, FULLY OPERATED	HR	20.00	\$100.00	\$ 2,000.00	7.50	\$ 750.00	-	\$ -	-	7.50	\$ 750.00	38%	\$ -	\$ 3.75
134	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	HR	20.00	\$175.00	\$ 3,500.00	-	\$ -	9.50	\$ 1,662.50	-	9.50	\$ 1,662.50	48%	\$ -	\$ 8.31
135	RENTAL OF VACUUM TRUCK, FULLY OPERATED	HR	20.00	\$340.00	\$ 6,800.00	39.50	\$ 13,430.00	-	\$ -	-	39.50	\$ 13,430.00	198%	\$ -	\$ 67.15
CONTRACT TOTALS					\$ 4,125,473.70	\$ 3,530,236.70	\$ 8,062.50	\$ -	\$ 4,028,799.25	98%	\$ -	\$ 20,144.00			
Change Order #1															
B1	Right-of-way Grading	CY	2,100.00	\$ 6.60	\$ 13,860.00	2,100.00	\$ 13,860.00	-	\$ -	-	2,100.00	\$ 13,860.00	100%	\$ -	\$ 69.30
Change Order #2															
WCD#1	Removal of Tree per Work Change Directive #1	LS	1.00	\$705.85	\$ 705.85	1.00	\$ 705.85	-	\$ -	-	1.00	\$ 705.85	100%	\$ -	\$ 3.53
WCD#2	Abandonment of 50" or 36" Storm Sewer per Work Change Directive #	LS	1.00	\$10,861.78	\$ 10,861.78	1.00	\$ 10,861.78	-	\$ -	-	1.00	\$ 10,861.78	100%	\$ -	\$ 54.31
WCD#3	Construction of a 10-inch stubout from Sanitary Manhole GS2	LS	1.00	\$232.50	\$ 232.50	1.00	\$ 232.50	-	\$ -	-	1.00	\$ 232.50	100%	\$ -	\$ 1.16
	Remove existing wood panel fence, and replace with white vinyl privacy fence, per Work Change Directive #4	LS	1.00	\$51,139.20	\$ 51,139.20	1.00	\$ 51,139.20	-	\$ -	-	1.00	\$ 51,139.20	100%	\$ -	\$ 255.70
WCD#6	Construction of a 2" ACC Overlay as per Work Change Directive #5	LS	1.00	\$8,300.00	\$ 8,300.00	1.00	\$ 8,300.00	-	\$ -	-	1.00	\$ 8,300.00	100%	\$ -	\$ 41.50
87A (Rev 1)	Construct 6"X10" WYE	EA	1.00	\$350.00	\$ 350.00	1.00	\$ 350.00	-	\$ -	-	1.00	\$ 350.00	100%	\$ -	\$ 1.75
B1	ROW Grading (See attached map, the road surface against the verification topo we shot, giving 2,176 CY of cut)	CY	2,176.00	\$6.60	\$ 14,361.60	2,176.00	\$ 14,361.60	-	\$ -	-	2,176.00	\$ 14,361.60	100%	\$ -	\$ 71.81
CO#2	Tree Removal in the Fence Line	EA	1.00	\$1,575.00	\$ 1,575.00	1.00	\$ 1,575.00	-	\$ -	-	1.00	\$ 1,575.00	100%	\$ -	\$ 7.88
WCD #7	Retaining Wall Cap Salvage	LS	1.00	\$ 5,118.75	\$ 5,118.75	1.00	\$ 5,118.75	-	\$ -	-	1.00	\$ 5,118.75	100%	\$ -	\$ 25.59
Change Order #3															
WCD #8	Installation of five 42" energy dissipator baffles in the pipe run between MH-G7 and MH-G8	LS	1.00	\$5,076.50	\$ 5,076.50	1.00	\$ 5,076.50	-	\$ -	-	1.00	\$ 5,076.50	100%	\$ -	\$ 25.38
WCD #9	Addition of receptacles to the light poles throughout the project.	LS	1.00	\$91,825.13	\$ 91,825.13	1.00	\$ 91,825.13	-	\$ -	-	1.00	\$ 91,825.13	100%	\$ -	\$ 459.13
WCD #10	Outlet C, Lot 4, 5, 6 Grading Work	LS	1.00	\$109,698.60	\$ 109,698.60	0.82	\$ 90,000.00	-	\$ -	-	0.82	\$ 90,000.00	82%	\$ -	\$ 450.00
CO #3	Add to contract for Storm Sewer Filling	LS	1.00	\$2,630.00	\$ 2,630.00	1.00	\$ 2,630.00	-	\$ -	-	1.00	\$ 2,630.00	100%	\$ -	\$ 13.15
CO #3	Add to contract for Storm Sewer CCTV	EA	1.00	\$6,675.79	\$ 6,675.79	1.00	\$ 6,675.79	-	\$ -	-	1.00	\$ 6,675.79	100%	\$ -	\$ 33.38
CO #3	3" Rock for Lot 17 Access Road	TN	134.32	\$28.50	\$ 3,828.12	134.32	\$ 3,828.12	-	\$ -	-	134.32	\$ 3,828.12	100%	\$ -	\$ 19.14
CO #3	Tree Removal at the south end of the right-of-way	EA	1.00	\$1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	-	\$ -	-	1.00	\$ 1,800.00	100%	\$ -	\$ 9.00
CO #3	Bolt Ring and Grate in Detention Basin	EA	1.00	\$376.56	\$ 376.56	1.00	\$ 376.56	-	\$ -	-	1.00	\$ 376.56	100%	\$ -	\$ 1.88
Change Order #4															
WCD #11	Installation of decorative street signs	LS	1.00	\$42,630.00	\$ 42,630.00	1.00	\$ 42,630.00	-	\$ -	-	1.00	\$ 42,630.00	100%	\$ -	\$ 213.15
CO#4	3" Rock added to Lot 17 access road	TN	80.05	\$28.50	\$ 2,281.43	80.05	\$ 2,281.43	-	\$ -	-	80.05	\$ 2,281.43	100%	\$ -	\$ 11.41
CO#4	Phase 1 & 2 Liquidated Damages	LS	1.00	(\$5,710.00)	\$ (5,710.00)	1.00	\$ (5,710.00)	-	\$ -	-	1.00	\$ (5,710.00)	100%	\$ -	\$ -
Change Order #5															
WCD #12	Seeding of Outlet B, C, Lot 4, Lot 5 and Lot 6 - Alfalfa Seed Mix	AC	10.00	\$787.50	\$ 7,875.00	10.00	\$ 8,268.75	-	\$ -	-	10.00	\$ 8,268.75	105%	\$ -	\$ 41.34
WCD #12	Erosion Control Blanket - Stockpile in Outlet C	SY	3,500.00	\$1.26	\$ 4,410.00	3,500.00	\$ 4,410.00	-	\$ -	-	3,500.00	\$ 4,410.00	100%	\$ -	\$ 22.05
WCD #13	Electrical Boring behind Bank and McDonald's	LF	900.00	\$17.21	\$ 15,489.00	900.00	\$ 15,489.00	-	\$ -	-	900.00	\$ 15,489.00	100%	\$ -	\$ -
CPR #1	Change Proposal Request - Delay to Spring 2019	LS	1.00	\$30,806.05	\$ 30,806.05	1.00	\$ 30,806.05	-	\$ -	-	1.00	\$ 30,806.05	100%	\$ -	\$ 154.03
CO#5/98C	(3) #1 AWG and (1) #6 COPPER WIRE WITH WVN INSUL. IN 1-1/2" DIA. SCH. 40 PVC	LF	888.00	\$ 27.99	\$ 24,855.12	-	\$ -	888.00	\$ 24,855.12	-	888.00	\$ 24,855.12	100%	\$ -	\$ 124.28
Change Order #6															
WCD #15	Sign installation per Revision #8	LS	1.00	\$1,810.00	\$ 1,810.00	-	\$ -	1.00	\$ 1,810.00	-	1.00	\$ 1,810.00	100%	\$ -	\$ 9.05
LD's	Liquidated Damages	LS	1.00	(\$20,000.00)	\$ (20,000.00)	-	\$ -	1.00	\$ (20,000.00)	-	1.00	\$ (20,000.00)	100%	\$ -	\$ (100.00)
CO TOTALS + Original Quantity Changes					\$ 316,882.68	\$ 6,665.12	\$ 413,557.13	\$ -	\$ 2,018.89						
BID ITEMS + CO TOTALS					\$ 4,442,356.38	\$ 14,727.62	\$ 4,442,356.38	100%	\$ 22,162.89						

A	B	C	D	E	F	G				H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN H OR J)	TOTAL QUANTITY TO DATE (G+I)	TOTAL COMPLETED AND STORED TO DATE (H+J+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE			
						Qty from previous pay appl.	Total From previous pay appl.	Qty This Period	Total from this Period									

Original Contract		\$			4,125,473.70
CO1		\$			13,860.00
CO2		\$			115,225.88
CO3		\$			240,850.90
CO4		\$			39,201.43
CO5		\$			69,812.15
CO6		\$			(18,190.00)
Final Project Change Order		\$			(143,877.68)
Total Contract to Date		\$			4,442,356.38
Total Work Completed to Date		\$			4,442,356.38
Total Materials Stored to Date		\$			-
Total Value completed & Stored to Date		\$			4,442,356.38
Retainage	0.005	\$			22,211.78
Net Total Due Less Retainage		\$			4,420,144.60
Total Previous		\$			3,984,865.88
Net Amount Due This Estimate		\$			435,278.72

Pay App No.1	\$	128,888.82
Pay App No.2	\$	85,537.76
Pay App No.3	\$	166,548.37
Pay App No.4	\$	694,507.44
Pay App No.5	\$	895,750.15
Pay App No.6	\$	434,942.64
Pay App No.7	\$	364,653.86
Pay App No.8	\$	108,887.12
Pay App No.9	\$	148,710.69
Pay App No.10	\$	340,564.05
Pay App No.11	\$	105,673.05
Pay App No.12	\$	510,201.93

\$ 4,442,356.38
\$ (0.00)

Footnotes: ** Item #28, 83rd Ave. Paving had an inadequate strength. 204 SY of this line item will be paid out at 85% of the amount.



Invoice

Reference Invoice Number with Payment

HDR Engineering Inc.
Omaha, NE 68106-2973
Phone: (402) 399-1000

HDR Invoice No. 1200245813
Invoice Date 10-FEB-2020
Invoice Amount Due \$973.07
Payment Terms 30 NET

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

Remit To PO Box 74008202
Chicago, IL 60674-8202
ACH/EFT Payments Bank of America ML US
ABA# 081000032
Account# 355004076604

Project Management for Services for Public Improvements and Other Works.

Purchase Order : 20-008348

Professional Services
From: 29-DEC-2019 To: 01-FEB-2020

Professional Services Summarization	Hours	Billing Rate	Amount
Civil Engineer	4.50		559.04
Communications Coordinator	3.00		281.88
Graphic Designer	1.50		131.85
	9.00		\$972.77
Total Professional Services			\$972.77

Expense Summarization	Quantity	Billing Rate	Amount
Printing/Reprographics			0.30
Total Expenses			\$0.30

Amount Due This Invoice (USD) \$973.07

Fee Amount	\$670,695.00
Fee Invoiced to Date	\$497,205.01
Fee Remaining	\$173,489.99

HDR Internal Reference Only	
Client Number	41331
Cost Center	10134
Project Number	10053040

R. Ramirez
2/19/20

Consent Agenda 03/03/2020 (R)

Invoice

HDR Invoice No. 1200245813
 Invoice Date 10-FEB-2020

Professional Services and Expense Detail				
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	1.0	Task Description:	Project Management	
Professional Services		Hours	Billing Rate	Amount
Civil Engineer	Christiansen, Adam P.	4.50	124.23	559.04
		4.50		\$559.04
		Total Professional Services		\$559.04
		Total Task		\$559.04

Professional Services and Expense Detail				
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	3.0	Task Description:	Public Outreach	
Professional Services		Hours	Billing Rate	Amount
Communications Coordinator	Veldhouse, Kristen Lynn	3.00	93.96	281.88
Graphic Designer	George, Elizabeth L	1.00	82.17	82.17
Graphic Designer	Rodriguez, Christina Anne Rolfes	0.50	99.36	49.68
		4.50		\$413.73
		Total Professional Services		\$413.73

Expense		Qty	Billing Rate	Amount
Printing/Reprographics	ARC Document Solutions LLC			0.30
		Total Expense		\$0.30
		Total Task		\$414.03

A-6



January 31, 2020
Project No: R3003.066.00
Invoice No: 46745

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

Project R3003.066.00 LaVista, City of - Placemaking & LA Svcs
Professional Services through January 31, 2020
Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	237,167.50	63.20	149,889.86	147,043.86	2,846.00
Schematic Design	12,482.50	0.00	0.00	0.00	0.00
Total Fee	249,650.00		149,889.86	147,043.86	2,846.00
Total Fee					2,846.00

Reimbursable Expenses

Travel					20.69
Total Reimbursables					20.69

Total this Invoice \$2,866.69

Outstanding Invoices

Number	Date	Balance
46648	12/31/2019	16,813.29
Total		16,813.29

PO Number: 20-008351

R. Ramirez
3/19/20

Consent Agenda 03/03/2020
(R)





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

INVOICE

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

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

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

Invoice number 135868
Date 02/13/2020

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

Professional Services from January 6, 2020 through February 02, 2020

Description	Current Billed
Civil Engineering Services	1,162.50
<i>Communications regarding City Centre development agreements.</i> 187.50	
<i>Provide information to Community Development regarding pool site studies.</i> 150.00	
<i>Communications with Pedcor, BNSF, E&A, and Fullenkamp for maintenance access to BNSF culvert and interlocal agreement.</i> 825.00	
Total	1,162.50

Invoice total 1,162.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
135868	02/13/2020	1,162.50	1,162.50				
	Total	1,162.50	1,162.50	0.00	0.00	0.00	0.00

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

OK TO PAY
PMD 2/14/2020
1,190,303.000

Consent Agenda 03/03/2020

A-8



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

INVOICE

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

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

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

Invoice number 135961
Date 02/19/2020

Project 0171-417 LA VISTA PHASE 1 GOLF
COURSE TRANSFORMATION -
PROPOSED LAKE IMPROVEMENTS

Professional Services from January 13, 2020 through February 16, 2020

PO #20-008354

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Interface Area Topographic Survey	6,700.00	6,700.00	0.00	0.00
Construction Staking - Sanitary Sewer Relocation Phase 2	3,000.00	3,000.00	0.00	0.00
Construction Staking - Trail Phase 2	5,000.00	4,882.55	117.45	0.00
Pre-Construction "As-Built" Survey Phase 2	7,500.00	3,602.50	3,897.50	0.00
Post Construction "As-Built Survey Phase 2	7,500.00	0.00	7,500.00	0.00
Construction Administration - Sanitary Sewer Relocation Ph 2	7,500.00	7,457.65	42.35	0.00
Meetings	8,000.00	6,198.00	1,802.00	0.00
Construction Testing - Sanitary Sewer Relocation Phase 2	25,000.00	23,524.69	1,475.31	0.00
Construction Testing - Trail Phase 2	15,000.00	14,990.07	9.93	0.00
Erosion Control Monitoring and Reporting Services	9,000.00	7,580.15	524.20	895.65
3D Video Update Phase 2	5,500.00	5,229.39	270.61	0.00
Total	99,700.00	83,165.00	15,639.35	895.65

Invoice total 895.65

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
135529	01/21/2020	538.10	538.10				
135961	02/19/2020	895.65	895.65				
	Total	1,433.75	1,433.75	0.00	0.00	0.00	0.00

OK TO PAY
2/21/2020
PMD

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.

Consent Agenda 3/3/2020
(10)

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
131713	02/19/2020	BRODERSEN, CALE	1,000.00	N
131714	02/19/2020	DLR GROUP	38,303.09	N
131715	02/19/2020	MIDWEST RIGHT OF WAY SVCS INC	1,092.50	N
131716	02/19/2020	NEBRASKA LAW ENFORCEMENT	100.00	N
131717	02/19/2020	NORTH STAR DESTINATION STRATEGIE	28,000.00	N
131718	02/19/2020	OLSSON, INC.	894.00	N
131719	02/19/2020	RDG PLANNING & DESIGN	29.99	N
131720	02/19/2020	SOLBERG, CHRISTOPHER	580.06	N
131721	02/19/2020	THOMPSON DRESSEN & DORNER, IN	5,086.45	N
131722	02/24/2020	BARCAL, ROSE	335.50	N
131723	03/03/2020	4 SEASONS AWARDS	43.90	N
131724	03/03/2020	88 TACTICAL BUILDING GROUP LLC	1,250.00	N
131725	03/03/2020	AA WHEEL & TRUCK SUPPLY INC	24.56	N
131726	03/03/2020	ACI-NEBRASKA CHAPTER	35.00	N
131727	03/03/2020	ACTION BATTERIES UNLTD INC	162.57	N
131728	03/03/2020	AED ZONE	300.00	N
131729	03/03/2020	AMAZON CAPITAL SERVICES, INC.	123.96	N
131730	03/03/2020	ANDREW SMITH	27.00	N
131731	03/03/2020	APWA-AMER PUBLIC WORKS ASSN	875.00	N
131732	03/03/2020	AT&T MOBILITY LLC	93.78	N
131733	03/03/2020	AWE ACQUISITION INC	90.00	N
131734	03/03/2020	BAUER BUILT INC	852.94	N
131735	03/03/2020	BEST CARE EMPLOYEE ASST PROGRM	3,984.75	N
131736	03/03/2020	BISHOP BUSINESS EQUIPMENT	1,846.68	N
131737	03/03/2020	BISHOP BUSINESS EQUIPMENT COMPA	692.93	N
131738	03/03/2020	BIZCO, INC.	4,061.06	N
131739	03/03/2020	BLACK HILLS ENERGY	4,747.57	N
131740	03/03/2020	BOOT BARN	150.00	N
131741	03/03/2020	BRITE IDEAS DECORATING	687.00	N
131742	03/03/2020	BS&A SOFTWARE	4,320.00	N
131743	03/03/2020	BUETHE, PAM	112.20	N
131744	03/03/2020	CAVLOVIC, PAT	150.00	N
131745	03/03/2020	CENTER POINT, INC.	364.32	N
131746	03/03/2020	CENTURY LINK	419.72	N
131747	03/03/2020	CENTURY LINK BUSN SVCS	5.80	N
131748	03/03/2020	CERTIFIED LABORATORIES	170.00	N
131749	03/03/2020	CINTAS CORPORTATION	58.92	N
131750	03/03/2020	CITY OF OMAHA	7,699.05	N
131751	03/03/2020	CITY OF PAPIILLION	188,687.00	N
131752	03/03/2020	COMP CHOICE INC	25.00	N
131753	03/03/2020	CONSOLIDATED MANAGEMENT CO	54.66	N
131754	03/03/2020	CONTROL MASTERS INCORPORATED	372.43	N
131755	03/03/2020	CORNHUSKER INTL TRUCKS INC	125.27	N
131756	03/03/2020	COX COMMUNICATIONS, INC.	150.41	N
131757	03/03/2020	DATA RECOGNITION CORPORATION	324.72	N
131758	03/03/2020	DELL MARKETING L.P.	8,081.01	N
131759	03/03/2020	DHHS REG/LIC-POOL PERMIT	40.00	N
131760	03/03/2020	DIESEL SPECIALTIES OF OMAHA INC	78.50	N
131761	03/03/2020	DIGIORGIO'S SPORTSWEAR INC	245.48	N
131762	03/03/2020	DULTMEIER SALES LLC	93.60	N
131763	03/03/2020	EMBASSY SUITES HOTEL	6,440.28	N
131764	03/03/2020	FIRST NATIONAL BANK OF OMAHA	324,522.50	N
131765	03/03/2020	FIRST WIRELESS INC	145.00	N
131766	03/03/2020	FITZGERALD SCHORR BARMETTLER	21,175.00	N
131767	03/03/2020	FLINN PAVING COMPANY INC	129.79	N
131768	03/03/2020	FOUNTAIN, BRUCE	305.00	N
131769	03/03/2020	GALE	76.47	N
131770	03/03/2020	GRAYBAR ELECTRIC COMPANY INC	73.00	N
131771	03/03/2020	GREAT PLAINS UNIFORMS	40.00	N
131772	03/03/2020	HUNDEN STRATEGIC PARTNERS	4,950.00	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
131773	03/03/2020	HURST, JEAN	274.50	N
131774	03/03/2020	INDUSTRIAL SALES COMPANY INC	50.00	N
131775	03/03/2020	J & A TRAFFIC PRODUCTS	812.50	N
131776	03/03/2020	J & J SMALL ENGINE SERVICE	122.21	N
131777	03/03/2020	KANOPY, INC.	148.00	N
131778	03/03/2020	KELLY'S CARPET OMAHA	995.00	N
131779	03/03/2020	KRIHA FLUID POWER CO INC	280.80	N
131780	03/03/2020	LABRIE, DONALD P	300.00	N
131781	03/03/2020	LIBRARY IDEAS LLC	236.70	N
131782	03/03/2020	LOGAN CONTRACTORS SUPPLY	45.97	N
131783	03/03/2020	LOGO LOGIX EMBROIDERY & SCREEN	414.00	N
131784	03/03/2020	MENARDS-RALSTON	1,024.81	N
131785	03/03/2020	METRO AREA TRANSIT	673.00	N
131786	03/03/2020	METROPOLITAN UTILITIES DISTRICT	2,064.87	N
131789	03/03/2020	MID-WEST MILITARY REAL ESTATE, LLC	80.00	N
131790	03/03/2020	MIDWEST TAPE	25.09	N
131791	03/03/2020	MILLER, DANA	259.50	N
131792	03/03/2020	MSC INDUSTRIAL SUPPLY CO	151.40	N
131793	03/03/2020	NADGWICK, STUART	259.50	N
131794	03/03/2020	NEBRASKA LAW ENFORCEMENT	350.00	N
131795	03/03/2020	OFFICE DEPOT INC	1,663.18	N
131796	03/03/2020	OMAHA PUBLIC POWER DISTRICT	2,178.99	N
131797	03/03/2020	OMAHA SLINGS INCORPORATED	366.28	N
131798	03/03/2020	OMNI ENGINEERING	85.05	N
131799	03/03/2020	PAPILLION TIRE INCORPORATED	87.67	N
131800	03/03/2020	PER MAR SECURITY SERVICES	127.89	N
131801	03/03/2020	PETTY CASH-PAM BUETHE	309.20	N
131802	03/03/2020	PLAINS EQUIPMENT GROUP	780.02	N
131803	03/03/2020	PRIMA DISTRIBUTION, INC.	86.42	N
131804	03/03/2020	RDG PLANNING & DESIGN	735.00	N
131805	03/03/2020	REDSHAW PAINT SUPPLY INC	115.49	N
131806	03/03/2020	SAPP BROS, INC.	2,195.45	N
131807	03/03/2020	SECURITY EQUIPMENT INC.	169.00	N
131808	03/03/2020	SHI INTERNATIONAL CORP.	352.64	N
131809	03/03/2020	SIGN IT	25.00	N
131810	03/03/2020	SUBURBAN NEWSPAPERS INC	1,416.23	N
131811	03/03/2020	SWAN ENGINEERING LLC	10.06	N
131812	03/03/2020	U.S. CELLULAR	1,602.36	N
131813	03/03/2020	WALMART COMMUNITY BRC	1,015.14	N
131814	03/03/2020	ZOO BOOKS MAGAZINE	59.90	N
TOTAL:			686,854.24	

APPROVED BY COUNCIL MEMBERS ON: 03/03/2020

COUNCIL MEMBER

**CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA – AMENDMENT NO. 2	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled with respect to the proposed Redevelopment Plan for the 84th Street Redevelopment Area - Amendment No. 2 (“Amendment No. 2”). A proposed resolution is presented for the La Vista Community Development Agency (“Agency”) to recommend Amendment No. 2 to the City Council for approval.

FISCAL IMPACT

Funds are budgeted.

RECOMMENDATION

Approval, subject to City Council adoption of a proposed amendment to the Comprehensive Development Plan to incorporate Amendment No. 2 into the Comprehensive Plan.

BACKGROUND

The Mayor and City Council in 2012 after satisfying all applicable requirements declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment (“Redevelopment Area”). To eliminate and prevent recurrence of the substandard and blighted area and with Planning Commission recommendations, the Agency in 2013 recommended approval of the *Redevelopment Plan for the 84th Street Redevelopment Area* (“Initial Redevelopment Plan”), and the City Council subsequently approved the Initial Redevelopment Plan. In 2016 with Planning Commission and Agency recommendations, the City Council approved the *Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 1* (the Initial Redevelopment Plan, as amended by Amendment No. 1, is referred to in this council report as “Redevelopment Plan”), which among other things included a mixed use redevelopment project and a public improvement redevelopment project within the Redevelopment Area. The Comprehensive Development Plan (“Comprehensive Plan”), which is the general plan for development of the City as a whole, was amended in 2013 and 2016 to incorporate the Initial Redevelopment Plan and Amendment No. 1.

An additional proposed amendment to the Redevelopment Plan, titled “Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 2” (“Amendment No. 2”) is presented at this meeting to among other things provide further specification with respect to certain improvements of the mixed use redevelopment project and public improvement redevelopment project, including the indoor/outdoor event center and public improvements, and related redevelopment plan provisions. A proposed amendment to the Comprehensive Plan

also is presented at this meeting that would incorporate Amendment No. 2 into the Comprehensive Plan (“Comprehensive Plan Amendment”).

The Planning Commission after notice and public hearing on February 20, 2020 reviewed and voted unanimously to recommend to the Agency and governing body of the City Amendment No. 2 as in conformity, and conformity of the Redevelopment Plan as amended by Amendment No. 2, with the Comprehensive Plan, subject to, among other things, City Council adoption of an amendment to the Comprehensive Plan to incorporate Amendment No. 2 into the Comprehensive Plan. The Planning Commission after notice and public hearing on February 20, 2020 also voted unanimously to recommend City Council approval of the Comprehensive Plan Amendment to incorporate Amendment No. 2, subject to, among other things, City Council adoption of Amendment No. 2. Such recommendations of the Planning Commission are on file with the Agency and City Council pursuant to a Certificate of the Chairman of the Planning Commission.

A proposed resolution is presented for the Agency to recommend Amendment No. 2 to the City Council for approval

RESOLUTION NO.

A RESOLUTION OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY ADOPTING AND RECOMMENDING AMENDMENT NO. 2 TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA PURSUANT TO NEBRASKA STATUTES, SECTIONS 18-2101 THROUGH 18-2154.

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

- I. **FINDINGS.** The Mayor and City Council hereby find and determine as follows:
 - A. A general plan for the development of the City as a whole currently exists as the La Vista Comprehensive Plan, Updated December 2018, as amended February 4, 2020 ("Comprehensive Development Plan" or "Comprehensive Plan").
 - B. The Mayor and City Council, on behalf of the City and after review and recommendation of the Planning Commission and satisfying all notice, public hearing and other applicable requirements, by Resolution No.12-011 declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment.
 - C. The City, upon recommendations of the Agency and Planning Commission, on July 16, 2013 approved a Redevelopment Plan "84th Street Redevelopment Area" ("2013 Redevelopment Plan") and on August 2, 2016 approved Amendment No. 1 ("Amendment No. 1") to said Redevelopment Plan (such 2013 Redevelopment Plan, as amended by Amendment No. 1, is referred to herein as "Redevelopment Plan" unless otherwise expressly provided), which Redevelopment Plan included a Mixed Use Redevelopment Project and Public Improvement Redevelopment Project primarily to eliminate and prevent recurrence of the substandard and blighted area.
 - D. Amendment No. 2 to the Redevelopment Plan is presented at this meeting as prepared or caused to be prepared by the Agency ("Amendment No. 2"), which Amendment No. 2 provides further specification with respect to certain improvements of the Mixed Use Redevelopment Project and related tax increment financing as proposed in supplements to the original redeveloper application, and of the Public Improvement Redevelopment Project, including without limitation the event center ("Event Venue") and anchor office building ("Office Building"), and public improvements described in Amendment No. 2. Amendment No. 2 shall supersede and control over any provisions of the Redevelopment Plan to the extent any provision of such Redevelopment Plan is inconsistent with Amendment No. 2, and all provisions of such Redevelopment Plan are deemed revised, modified, and amended to be consistent with the provisions of Amendment No. 2. Terms and conditions of the Redevelopment Plan shall continue in effect except as modified by Amendment No. 2.
 - E. The Agency, in recommending and adopting the 2013 Redevelopment Plan, designated the substandard and blighted 84th Street Redevelopment Area as appropriate for one or more renewal projects, which designation the Agency ratified and affirmed in

recommending and adopting Amendment No. 1 and hereby ratifies and affirms in connection with recommendation and adoption of Amendment No. 2. Accordingly, the 84th Street Redevelopment Area is a community redevelopment area. All works and undertakings in such Area pursuant to Amendment No. 2, the Redevelopment Plan, Mixed Use Redevelopment Project, Public Improvement Redevelopment Project, or Neb. Rev. Stat. Sections 18-2101 through 18-2154 ("Community Development Law") constitute one or more redevelopment projects. Furthermore, the Agency, in recommending and adopting Amendment No. 1, designated the 84th Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of an occupation tax, which designation the Agency hereby ratifies and affirms in connection with recommendation and adoption of Amendment No. 2 and may be carried out from time to time in one or more actions, enhanced employment area(s), and occupation taxes as determined and approved by the City.

- F. City Staff proposes by separate action of the Mayor and City Council on behalf of the City an amendment to the Comprehensive Development Plan to incorporate Amendment No. 2, as finally approved, into the City's Comprehensive Development Plan ("Proposed Comprehensive Plan Amendment").
- G. The proposed modification of the Redevelopment Plan as represented in Amendment No. 2 and Redevelopment Plan as amended:
 - 1. Is for one or more community redevelopment areas, or redevelopment projects, which conforms to the general plan for the development of the City as a whole, as set forth in the City's Comprehensive Development Plan, subject to City Council approval of the Proposed Comprehensive Plan Amendment, and is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements, and
 - 2. Is sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in each redevelopment project area, and
 - 3. Includes among other things:
 - a. The boundaries of each redevelopment project area, with a map showing the existing uses and condition of the real property therein,
 - b. A land-use plan showing proposed uses of each area,
 - c. Information regarding standards of population densities, land coverage and building intensities in each area after redevelopment,
 - d. A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinance.

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

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

Provisions of Amendment No. 2 involving the Mixed Use Redevelopment Project include the division of taxes as provided in Neb. Rev. Stat. Section 18-2147 ("TIF") and an incremental cost-benefit analysis was conducted with respect to such provisions using a cost-benefit model developed for use by local projects which considered and analyzed the following factors:

1. Tax shifts resulting from the division of taxes as provided in Neb. Rev. Stat. Section 18-2147,
2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of such provisions of the redevelopment project,
3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project as described in Amendment No. 2,
4. Impacts on other employers and employees within the City and the immediate area that are located outside the boundaries of the area of the redevelopment project as described in Amendment No. 2,
5. Impacts on the student populations of the school districts within the City; and

6. Any other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from provisions of the redevelopment project as described in Amendment No. 2.

Such cost-benefit analysis shall supplement the cost-benefit analysis originally conducted in connection with Amendment No. 1, based on improvements and increases in the Maximum Redevelopment Loan Amount pursuant to Amendment No. 2, and the original cost-benefit analysis as supplemented shall be and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project. Because the cost-benefit analysis for the Mixed Use Redevelopment Project is based on a Maximum Redevelopment Loan Amount to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, it shall be and be deemed to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. The City Administrator or her designee on behalf of the CDA shall be authorized to conduct any additional cost-benefit or other analysis from time to time as she determines in her discretion necessary or appropriate in connection with any proposed TIF.

- K. All applicable requirements of the Agency with respect to proposed Amendment No. 2, including any notice or hearing requirements, have been satisfied.

II. RECOMMENDATION OF AMENDMENT NO. 2. Based on the foregoing and all other relevant factors, including any public comment at the public hearing, the Agency adopts and recommends Amendment No. 2 to the City Council for approval, subject to City Council adoption of the Proposed Comprehensive Plan Amendment, and further subject to satisfaction of all applicable requirements as the City Administrator or City Administrator's designee determines necessary or appropriate to carry out provisions of Amendment No. 2, including without limitation, any required notices, hearings, authorizations, rights, conditions, or approvals with respect to Second Amendment to Redevelopment Agreement or Second Amendment to Subdivision Agreement, or with respect to any proposed or required platting or zoning action, permit, economic development program grant, Vehicle Off-Street Parking District No. 2 additional improvements, general business occupation taxes, financing, or property conveyances. This recommendation includes the following:

A. The recommendation of the Planning Commission concerning Amendment No. 2; and

B. The following statements:

1. The proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area(s) described in Amendment No. 2 and estimated proceeds or revenue from its disposal to redevelopers shall be as provided in Amendment No. 2 and follows:

- a. Proposed method and estimated cost of the acquisition and preparation for redevelopment of redevelopment project area(s) described in Amendment No. 2:

- i. Additional Property for Public Improvements within the Public Improvement Redevelopment Project Area as described in Amendment No. 2 shall be acquired by negotiated agreement and

III. FURTHER ACTIONS. The Mayor or City Administrator, or his or her designee, in addition to any other person specified in Amendment No. 2, the Redevelopment Plan, as amended, any redevelopment contract, applicable law, or otherwise, is hereby authorized to take such further actions on behalf of the Agency as are necessary or appropriate to implement Amendment No. 2 or the Redevelopment Plan as amended, or to carry out the actions approved in this Resolution.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

LA VISTA COMMUNITY
DEVELOPMENT AGENCY

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA – AMENDMENT NO. 2	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled with respect the proposed Redevelopment Plan for the 84th Street Redevelopment Area - Amendment No. 2 (“Amendment No. 2”). A proposed resolution is presented for the City Council to approve Amendment No. 2.

FISCAL IMPACT

Funds are budgeted.

RECOMMENDATION

Approval, subject to City Council adoption of a proposed amendment to the Comprehensive Development Plan to incorporate Amendment No. 2 into the Comprehensive Plan.

BACKGROUND

The Mayor and City Council in 2012 after satisfying all applicable requirements declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment (“Redevelopment Area”). To eliminate and prevent recurrence of the substandard and blighted area and with Planning Commission recommendations, the La Vista Community Development Agency (“Agency”) in 2013 recommended approval of the *Redevelopment Plan for the 84th Street Redevelopment Area* (“Initial Redevelopment Plan”), and the City Council subsequently approved the Initial Redevelopment Plan. In 2016 with Planning Commission and Agency recommendations, the City Council approved the *Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 1* (the Initial Redevelopment Plan, as amended by Amendment No. 1, is referred to in this council report as “Redevelopment Plan”), which among other things included a mixed use redevelopment project and a public improvement redevelopment project within the Redevelopment Area. The Comprehensive Development Plan (“Comprehensive Plan”), which is the general plan for development of the City as a whole, was amended in 2013 and 2016 to incorporate the Initial Redevelopment Plan and Amendment No. 1.

An additional proposed amendment to the Redevelopment Plan, titled “Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 2” (“Amendment No. 2”) is presented at this meeting to among other things provide further specification with respect to certain improvements of the mixed use redevelopment project and public improvement redevelopment project, including the indoor/outdoor event center and public improvements, and related redevelopment plan provisions. A proposed amendment to the Comprehensive Plan

also is presented at this meeting that would incorporate Amendment No. 2 into the Comprehensive Plan (“Comprehensive Plan Amendment”).

The Planning Commission after notice and public hearing on February 20, 2020 reviewed and voted unanimously to recommend to the Agency and governing body of the City Amendment No. 2 as in conformity, and conformity of the Redevelopment Plan as amended by Amendment No. 2, with the Comprehensive Plan, subject to, among other things, City Council adoption of an amendment to the Comprehensive Plan to incorporate Amendment No. 2 into the Comprehensive Plan. The Planning Commission after notice and public hearing on February 20, 2020 also voted unanimously to recommend City Council approval of the Comprehensive Plan Amendment to incorporate Amendment No. 2, subject to, among other things, City Council adoption of Amendment No. 2. Such recommendations of the Planning Commission are on file with the Agency and City Council pursuant to a Certificate of the Chairman of the Planning Commission.

A proposed resolution is presented for the City Council to approve Amendment No. 2.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AMENDMENT NO. 2 TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA IN ACCORDANCE WITH NEBRASKA STATUTES, SECTIONS 18-2101 THROUGH 18-2154.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista, Nebraska does hereby find, determine, declare and approve as follows:

- I. **FINDINGS.** The City Council of the City of La Vista finds and determines as follows:
 - A. The findings and actions of the Agency as set forth in the resolution recommending Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area ("Amendment No. 2") to the City Council for approval ("Agency Resolution"), incorporated herein by reference, are ratified, adopted, affirmed and approved.
 - B. All applicable requirements with respect to the actions taken or approved in this Resolution, including notice and hearing requirements, have been satisfied.
 - C. Proposed Amendment No. 2 (and Redevelopment Plan as amended) is a workable program for utilizing appropriate private and public resources, powers, and actions to redevelop, eliminate, and prevent recurrence or spread of the substandard and blighted area.
 - D. In exercising its powers under Neb. Rev. Stat. Sections 18-2101 through 18-2154 ("Community Development Law") with respect to the matters approved in this Resolution, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the City, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements, the City Council has given consideration to the following objective:

The City Council, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises.

Proposed Amendment No. 2 (and Redevelopment Plan as amended), (i) is feasible, as provided in analysis and reporting of Hunden Strategic Partners incorporated herein by reference, which analysis and reporting is adopted and approved ("Hunden Analysis"), and in conformity with the general plan for the

development of the City as a whole, as set forth in the Comprehensive Development Plan of the City subject to adoption of the Proposed Comprehensive Plan Amendment described in the Agency Resolution, and (ii) in conformity with the legislative declarations and determinations set forth in the Community Development Law, including without limitation, the determination of the City Council of the necessity of eliminating and preventing recurrence of the substandard and blighted Area and related liabilities and harmful effects to the City as a matter of public uses, purposes, policy, interest, concern, powers, and authority for which public action shall be taken and public money shall be expended in accordance with such Amendment No. 2 (and Redevelopment Plan as amended).

- E. As documented in analysis and reporting of such Hunden Analysis on behalf of the City or Agency, proposed Amendment No. 2 (and Redevelopment Plan as amended), and specifically provisions of Amendment No. 2 involving the Mixed Use Redevelopment Project and related redevelopment plan provisions using funds authorized by Neb. Rev. Stat. Section 18-2147 ("TIF"), that the following conditions are satisfied:
1. Such provisions of the Mixed Use Redevelopment Project in such Amendment No. 2 would not be economically feasible without the use of TIF,
 2. Such provisions of the Mixed Use Redevelopment Project would not occur in the community redevelopment area without use of TIF, and
 3. The costs and benefits of such provisions of the Mixed Use Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community and demand for public and private services have been analyzed by the City Council and found to be in the long-term best interest of the community impacted by the redevelopment project.
- F. Proposed Amendment No. 2 includes designation of an initial enhanced employment area; and it is determined that new investment within such enhanced employment area will result in new employees and new investment satisfying applicable requirements of Neb. Rev. Stat. Section 18-2116(2).

II. APPROVAL OF REDEVELOPMENT PLAN AMENDMENT NO. 2. Based on the foregoing and all relevant factors, including any public comment at the public hearing, the City Council of the City of La Vista hereby approves proposed Amendment No. 2, subject to adoption of the Proposed Comprehensive Plan Amendment, and further subject to satisfaction of all applicable requirements as the City Administrator or City Administrator's designee determines necessary or appropriate to carry out provisions of Amendment No. 2, including without limitation, any required notices, hearings, authorizations, rights, conditions, or approvals with respect to Second Amendment to Redevelopment Agreement or Second Amendment to Subdivision Agreement, or with respect to any proposed or required

platting or zoning action, permit, economic development program grant, Vehicle Off-Street Parking District No. 2 additional improvements, general business occupation taxes, financing, or property conveyances.

- III. FURTHER ACTIONS.** The Mayor or City Administrator, or his or her designee, in addition to any other person specified in Amendment No. 2, Redevelopment Plan, as amended, or any redevelopment contract or otherwise, is hereby authorized to take such further actions as are necessary or appropriate to implement Amendment No. 2, the Redevelopment Plan as amended, or carry out the actions approved in this Resolution on behalf of the City.

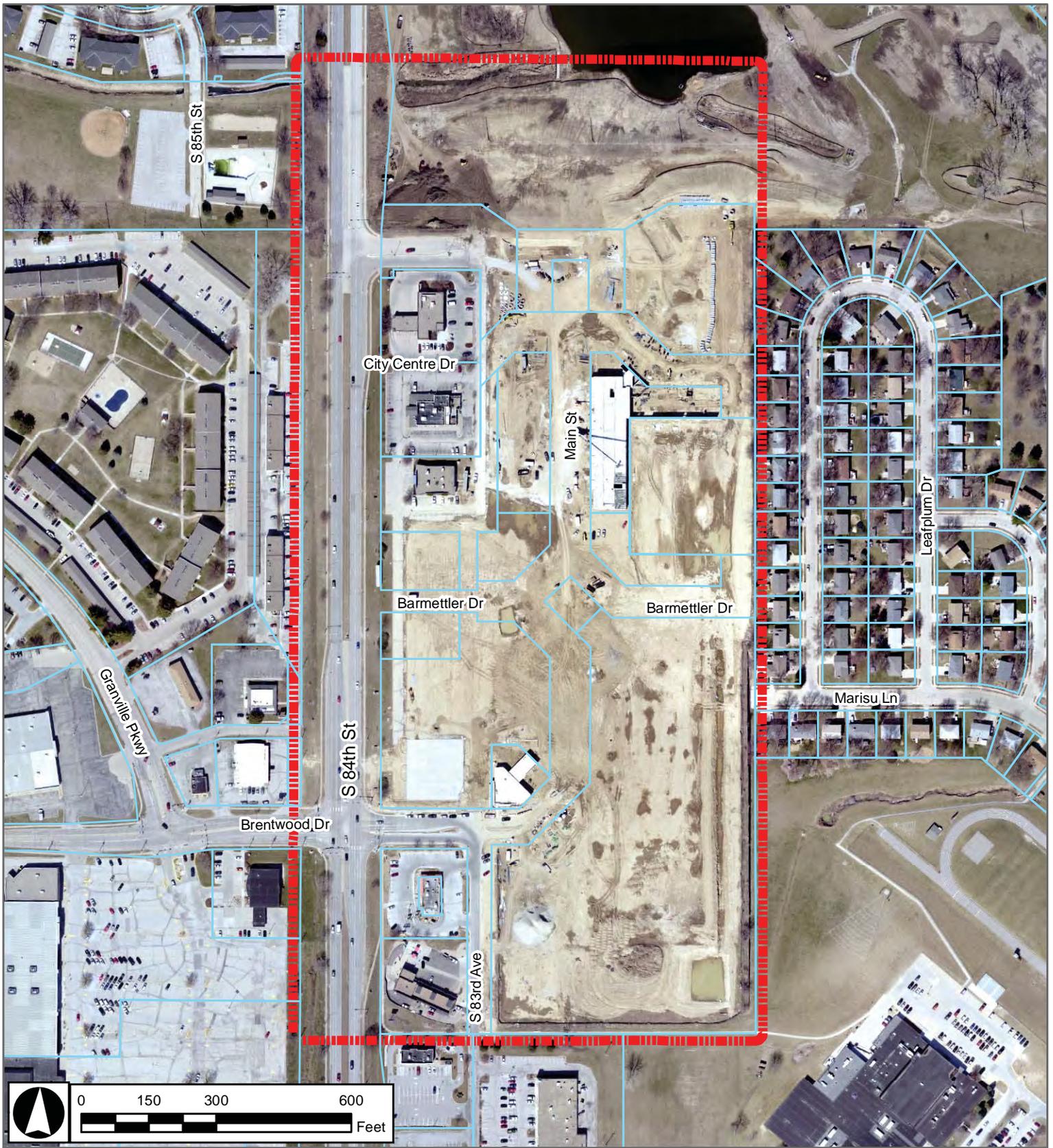
PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

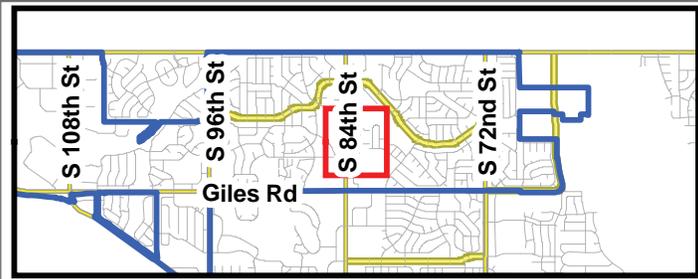
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Project Vicinity Map



Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area

2/11/2020
CAS



CITY+VENTURES



TAX INCREMENT FINANCING APPLICATION

(Supplement November 2019)

for

La Vista City Centre

Supplement to Application to the La Vista Community Development Agency
by

La Vista City Centre, LLC
7885 S 84th Street
La Vista, NE

**Tax Increment Financing Application
(Supplement - November 2019)**

This document and attached exhibits supplement the 2016 Tax Increment Financing Application for La Vista City Centre ("Original Application"), included in Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area ("Redevelopment Plan").

Project Name: La Vista City Centre

Project Legal Description:

Project Address: 7885 S 84th Street

As described on the Survey submitted with the Original Application, subject to such modifications, conveyances or boundary adjustments as appropriate to carry out the Original Application, this Supplement, or redevelopment projects under the Redevelopment Plan, as amended from time to time.

Property Owner/Applicant: La Vista City Centre, LLC

Owner Address: P.O. Box 428, Boys Town, NE 68010

Estimated Total Project Cost: \$245,608,000.00
Increase per this Supplement: \$10,908,000.00

TIF Request: \$39,958,422.00
Increase per this Supplement: \$2,529,922.00

New Construction: Yes (yes or no)

Proposed Project Size:
1,090,000 (est)* Gross SF Buildings
40,000 (est)* Gross SF Increase per
this Supplement

Rehabilitation: No (yes or no)

34.31 of Acres
1,494,456 SF **Lot/Parcel** Size as described in the Original Application, subject to such modifications, conveyances or boundary adjustments as appropriate to carry out the Original Application, this Supplement, or redevelopment projects under the Redevelopment Plan, as amended from time to time.

LIHTC Project No (yes or no)

Market-Rate Project Yes (yes or no)

Historic Tax Credit Project No (yes or no)

Current Use: General Retail Building & Parking Lots, substantially cleared and construction commenced pursuant to the Redevelopment Plan

Proposed Use: Mixed-Use Development

Current Zoning: C-1, rezoned MU-CC in connection with Redevelopment Plan Amendment No. 1

Proposed Zoning: MU-CC, including additional parcels in connection with this Supplement

Current Annual Real Estate Taxes (2016 tax year): \$241,062.00

Current Assessed Tax Valuation (2016 tax year): \$10,848,676.00

NARRATIVE

I. EXISTING CONDITIONS

Applicant purchased real property generally known as 7885 S 84th Street, La Vista, Nebraska (the "Property") and legally described on the Survey as shown in Exhibit "B" of the Original Application and replatted pursuant to the Original Application and Redevelopment Plan as La Vista City Centre. For purposes of improvements described in this Supplement the Property would include parts of the former La Vista Falls Golf Course conveyed to Applicant in exchange for parcels the City requires for additional public improvements.

The Property is located just south of the former La Vista Falls Golf Course and consisted of aging buildings, and underutilized parking lots. Before the purchase, the Property was owned by an absentee owner and largely vacant. The entire Property is located within an area previously designated as blighted and substandard and, in its purchased condition was a large, underutilized parcel that was not being utilized to its full potential. The underutilized parking lots and vacant buildings were a target for loitering and vandalism.

II. PROJECT DESCRIPTION

To eliminate and prevent recurrence of the substandard and blighted area, the Mayor and City Council adopted the Redevelopment Plan, consisting of the Redevelopment Plan - 84th Street Redevelopment Area in 2013, as amended by Amendment No. 1 in 2016 in part in response to the Original Application of Redeveloper with CDA, and providing for a Mixed Use Redevelopment Project and tax increment financing ("TIF") within the Mixed Use Redevelopment Project Area, and a Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, which Redevelopment Plan included indoor and outdoor event center, amphitheater, and other private and public improvements ("Redevelopment Plan"). A redevelopment agreement, as amended ("Redevelopment Agreement") and Subdivision Agreement, as amended ("Subdivision Agreement") also were adopted and executed.

Applicant, pursuant to the Redevelopment Plan and Redevelopment Agreement, is in the process of redeveloping the Property for the purposes of constructing the Mixed Use Redevelopment Project in a flexible urban block format which is anticipated to occur over multiple phases and is intended to serve as a revitalized downtown area for the City of La Vista (in the Application and this Supplement referred to as the "Project"). The north end of the Project will interface with the new civic park being developed by the City of La Vista (the "City").

The entire Project is planned to consist of up to 285,000 square feet of retail space, up to 310,000 square feet of office space, approximately 384 market rate multi-family units, and an approximate 120 key hotel. Phase I of the Project ("Phase I") shall include approximately 81,000 square feet of retail space, 23,400 square feet of office space, 384 Market Rate Multi-Family Units, and a to-be-determined number of private structured parking spaces.

This Supplement provides further specification with respect to certain proposed improvements and related TIF, including without limitation in Phase I a state of the art indoor and outdoor, best in market specialty performance event venue and related improvements developed by Applicant on portions of portions of Lot 13 and Outlot A, La Vista City Centre (to be replatted and subsequently known as Lot 3, La Vista City Centre Replat 4) (the "Event Venue"), and adjacent parcels exchanged for parcels needed by the City for public improvements. The Event Venue will be larger than preliminarily projected, including a 56,157 square foot venue building and surrounding outdoor live performance venue, approximately 2,400 indoor seats, and approximately 5,000 outdoor seats, and will be operated in a manner to draw new performers to the market. The Event Venue will provide up to 150 events (music, comedy and other live entertainment) per year.

All improvements shall comply with the Design Guidelines vested in the Redevelopment and Subdivision Agreements. Also, consistent with the Redevelopment and Subdivision Agreements, the Property is being demolished and graded by the La Vista Community Development Agency and the City of La Vista shall install the primary public infrastructure including, but not limited to, the public streets, utilities, street lighting but specifically excluding the sidewalks, street furniture, and sidewalk landscaping. The Applicant shall install the sidewalks, street furniture, and sidewalk landscaping with the development of its buildings consistent with a Master Streetscape Plan provided by the Applicant.

In conjunction with the development of Phase I, the City constructed a public offstreet parking garage on Lot 2, La Vista City Centre Replat 2 consisting of approximately 465 spaces and provides public offstreet surface parking on Lot 7, La Vista City Centre Replat 3.

As Phase I (as updated by this Supplement) continues to develop, the City will continue construction of public improvements, including without limitation, infrastructure and retaining walls, public restroom, concession, pedestrian, plaza, and emergency vehicle facilities and areas and landscaping in connection with the transformation of the former City golf course, and public offstreet parking facilities, including a public offstreet parking garage on Lot 7, La Vista City Centre Replat 3, consisting of approximately 485 spaces and public offstreet surface parking on Lot 12, La Vista City Centre Replat 3, consisting of approximately 500 parking spaces.

The preliminary proposed site plan for the overall Project as well as preliminary floorplans and elevations for Phase I of the Project were attached as Exhibit "A" to the Original Application. The preliminary proposed site plan for the Event Venue and related improvements as updated by this Supplement, are attached hereto as Exhibit "A" and incorporated herein by this reference. The Applicant has contracted with TACK Architects, for architectural and engineering service, and Olsson Associates for civil, survey, & public improvement design and construction administration for the Event Venue and related improvements updated by this Supplement. The Applicant shall bid General Contracting services and select a qualified bidder prior to construction.

CURRENT TAX BASE

The current base valuation of the Property at the time of the original application was approximately \$10,848,676.00 with annual tax revenue of \$241,062.00 as indicated on the Sarpy County Assessor's website.

The original projected taxable valuation of the overall Project was approximately \$175,800,000.00 at full buildout. With the plans for the Event Venue, the new projected, revised taxable valuation of the overall Project is expected to increase by approximately \$10,908,000.00 over the original amounts projected in connection with the Redevelopment Plan for a new projected taxable valuation of approximately \$186,708,000.00 at full buildout. At the current mill levy, the projected annual tax revenue at full buildout would increase by approximately \$242,436.00 over the amount originally projected in connection with the Redevelopment Plan for approximately \$4,073,132.00 in annual tax revenue on taxable valuation.

III. ZONING

Currently the Property is Mixed-Use City Centre ("MU-CC") zoning. This Supplement proposes that such zoning would be extended to include any adjacent parcels received by Applicant in exchange for property the City requires for public improvements. In addition, any issues of outdoor events at the Event Venue will be addressed through issuance of a conditional use permit by the City. The initial replat for the Event Venue and related improvements that has been submitted and is currently working through the process is included in Exhibit "A" for reference.

IV. UTILITIES & INFRASTRUCTURE

The City shall bring new streets, utilities, street lighting, drainage infrastructure, through the Property as required as well as construct on-street parking, public parking structures, the perimeter landscaping, and internal public parks. The Applicant shall install sidewalks, sidewalk landscaping, and street furniture as required to accommodate the Project.

V. PROJECT COSTS & TIF ALLOWABLE EXPENSES

The site and building construction cost breakdown includes preconstruction, site development costs, and acquisition costs. The revised total private costs for the Project are estimated to be approximately \$245,608,000.00, an increase of \$10,908,000.00 over the total private costs estimated in the Original Application. The Phase I total project costs in connection with the Event Venue and related improvements are estimated to be approximately \$19,979,371.00 and are in the Project Sources & Uses of Funds attached hereto as Exhibit "C" and by this reference made a part hereof.

Estimated TIF Eligible Expenses in connection with the Event Venue and related improvements are also included in Exhibit "C" and by this reference made a part hereof.

VI. PUBLIC IMPROVEMENTS

The Property is part of the blighted and substandard 84th Street Redevelopment Area. The Applicant wishes to work with the Agency and City with respect to new public improvements along with the Project, including:

Applicant shall construct façade improvements which meet the intent of the Design Guidelines being vested with the Redevelopment Agreement (City and Agency acknowledge that said façade is a significant enhancement above the minimum required improvements within the City). Additionally, Applicant shall construct sidewalks, sidewalk landscaping, install street furniture, and architectural lighting as per the Master Streetscape Plan provided by the Applicant.

City shall construct the primary infrastructure within the Redevelopment Project Area including, but not limited to sanitary sewer, potable water, primary data, primary power, primary gas, storm sewer, roadways, curb & gutter, on-street parking, as well as public offstreet parking facilities.

VII. SOURCES & USES/TOTAL PROJECT COSTS (November 2019 Supplement - Event Venue and related improvements)

The Applicant intends to obtain a construction loan to finance the cost of the construction of the improvements for the Event Venue and related improvements of Phase I of the Property shown in the site plan attached hereto as Exhibit "A". The financing necessary to complete this portion of Project is outlined in the Sources & Uses of Funds attached hereto as Exhibit "C".

VIII. PROJECT TIMELINE

The City's demolition is complete and Phase I buildings commenced in the fall of 2017 and are anticipated to be substantially completed in 2020. The Event Venue and related improvements are expected to commence in the spring of 2020 and be substantially complete around the end of 2021.

IX. PRO-FORMA - PROFIT/LOSS AND CASH FLOW STATEMENTS (November 2019 Supplement - Event Venue and related improvements)

Phase I Project costs in connection with the Event Venue and related improvements are projected as set forth in the Sources & Uses of Funds attached hereto as Exhibit "C". An Income Statement for this part of Phase I of the Project is also included herein as Exhibit "D".

X. ROI ANALYSIS – STATEMENT OF NEED (November 2019 Supplement - Event Venue and related improvements)

Attached hereto as Exhibit "D" is an investment analysis which outlines the projected return on invested capital (ROI) with respect to the proposed Event Venue and related improvements. The Applicant's ROI without TIF financing for this portion of Phase I would be 4.49%, causing this portion of Phase I of the Project to be financially infeasible to the Applicant. With the proposed Tax Increment Financing, the Applicant's ROI with respect to this portion of the Project would be 9.22%, realizing an acceptable return for the Applicant. The Applicant hereby requests Tax Increment Financing for the overall Project, including two (2) years of capitalized interest, be revised to a principal amount up to Thirty-Nine Million, Nine Hundred Fifty Eight Thousand, Four Hundred Twenty Two Dollars (\$39,958,422.00), an increase of \$2,529,922 over the amount requested in the Original Application. Included within the aforementioned request for Tax Increment Financing is the Tax Increment Financing for the proposed Event Venue and related improvements is two (2) years of capitalized interest in the amount of Two Million, Nine Hundred Thirty One Thousand, One Hundred Fifty Three Dollars (\$2,931,153.00). The receipt of such TIF proceeds will enhance the returns to an acceptable level as shown herein and illustrated in Exhibit "D."

XI. EVALUATION CRITERIA: MANDATORY CRITERIA

1. The proposed Event Venue and related improvements are located within a blighted area as defined in the Nebraska Statutes.
2. This portion of the Project furthers the objectives of the City's Comprehensive Plan.
3. The use of Tax Increment Financing will not result in a loss of pre-existing tax revenues to the City and other taxing jurisdictions. All of the revenue, which will be utilized to pay the redevelopment note, will come from additional valuation on the Property resulting from the improvements to be constructed on the Property. None of the existing tax base will be utilized to fund the redevelopment note.
4. As set forth above, this portion of the Project would not be economically feasible without the use of Tax Increment Financing. Further, based upon the projection set forth above, this portion of the Project will not occur in this community redevelopment area without the use of TIF.

XII. COST-BENEFIT ANALYSIS

1. The use of Tax Increment Financing will not result in tax shifts. The current level of taxes will continue to flow to the current taxing entities and only the increased value of revenues resulting from the improvements will be applied to the cost of the improvement.
2. Applicant understands the City has for some time recognized the potential need for the City to make public improvements to eliminate and prevent recurrence of the 84th Street substandard and blighted area. The redevelopment plan included such provisions. The City is in the process of constructing public improvements within the mixed use redevelopment project area and other parts of the 84th Street Redevelopment Area, including public street, recreational areas and off-street parking pursuant to the Redevelopment Plan. The Project begins the process of eliminating and preventing recurrence of the substandard and blighted 84th Street Redevelopment Project Area, which will be beneficial to the City and all its residents. Applicant, using TIF, would provide additional public improvements, such as enhanced facades, sidewalk landscaping and sidewalk furniture. General business occupation taxes are being proposed in connection with the Project, which taxes are agreeable to Applicant and would be limited to the

applicable Project area. Applicant does not expect significant additional public infrastructure or community public service needs impacts or local total tax impacts beyond those described above as a result of the Project. The proposed TIF will be used to help offset public infrastructure improvement cost.

3. The development will positively impact the neighborhood within the redevelopment area by providing quality residential housing, new retail, and new employment which will support the existing businesses as well as help spur future developments and improvements within the redevelopment area.

4. The Project, including the Event Venue and related improvements, will positively impact other businesses, employers, and employees of firms locating or expanding within the area of the Project, as well as the immediate area outside of the boundaries of the area of the redevelopment Project, by providing additional quality residential housing, employment, restaurant, shopping, and entertainment alternatives and attracting visitors, resulting in a new employment base within the redevelopment area, and providing for more options and a larger pool of qualified potential employees and customers for the employers and employees locating or expanding in the area of the redevelopment Project or within the City and the immediate area outside of the boundaries of the area of the redevelopment Project.

5. The Redevelopment Project is part of the initial steps to eliminate and prevent recurrence of the substandard and blighted 84th Street Redevelopment Area which particularly benefits student populations of school districts within the City by eliminating and preventing recurrence of vacant, dilapidated buildings and areas that can contribute to delinquency, vagrancy, and vandalism. In addition, it is anticipated that the redevelopment Project ultimately will have a positive impact on the level of economic activity, property values, and revenues of public bodies within the Project area, including school districts, thereby benefiting student populations of school districts within the City.

6. The elimination of the substandard and blight conditions in this area will bring needed economic opportunities to this area of the community. The revitalization will cause an increase in traffic in the area. The long-term benefits resulting from the elimination of the substandard and blight condition and the increase in the tax base resulting from the development are other valid justifications to provide assistance to the Project, which increase is expected to be more than 40 additional employment opportunities. Applicant certifies that (i) the Redeveloper has not and does not currently intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located within the redevelopment project area, (ii) an application has not been filed, and none currently is intended, under the Nebraska Advantage Act that would include as one of the tax incentives a refund of the city's local option sales tax revenue, and (iii) no such application has been approved under the Nebraska Advantage Act.

XII. EMPLOYMENT INFORMATION

The redevelopment of the Property will result in the retention of the existing employees located on the Property (Chili's, First National Bank of Omaha and McDonalds), which Applicant believes may not occur without redevelopment of the Property. In addition, while it is difficult to ascertain estimates at this stage of the redevelopment, the redevelopment of the Property will result in a significant increase in new full-time and part-time positions available at the site following construction as well as temporary construction positions during the buildout.

Respectfully submitted,

**La Vista City Centre, LLC, a Nebraska
Limited Liability Company**

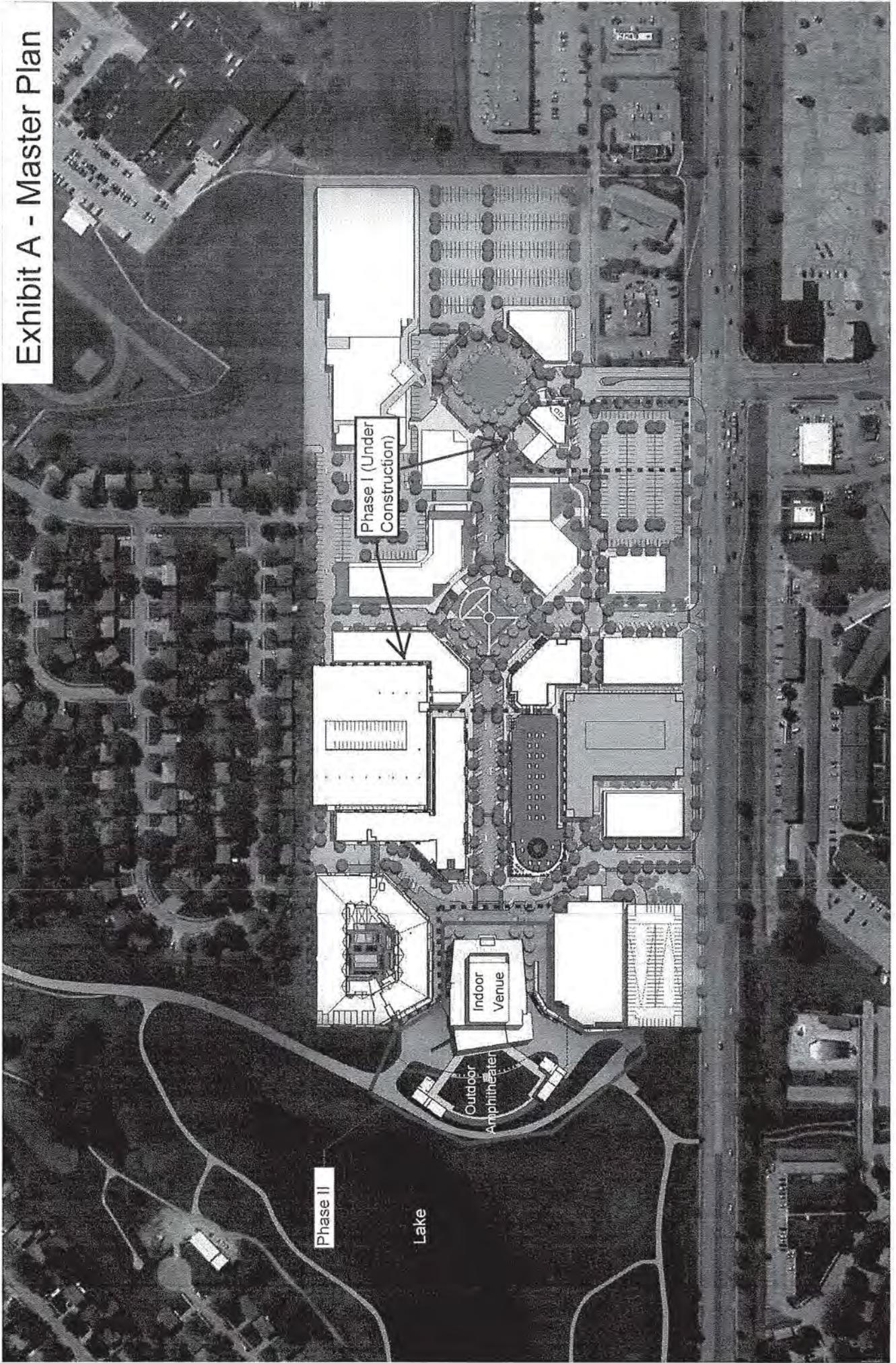
**APPLICATION ATTACHMENTS
(Supplement - November 2019):**

- A. Preliminary Proposed Site Plans, Replat & Elevations - Event Venue and related improvements
- B. Alta Survey (site specific - proposed Event Venue)
- C. Estimated Sources & Uses of Funds / Construction Budget / TIF Eligible Expenses - Event Venue and related improvements
- D. Estimated Pro Forma - Event Venue and related improvements
- E. ROI Analysis- Event Venue and related improvements

Exhibit "A"
Site Plans and Elevations

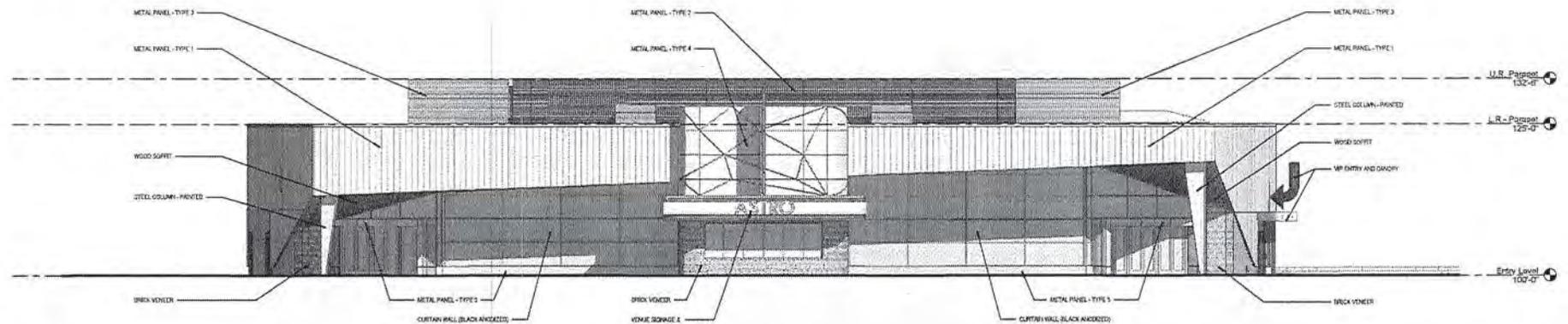
Attached.

Exhibit A - Master Plan





SOUTH ELEVATION - COLORED

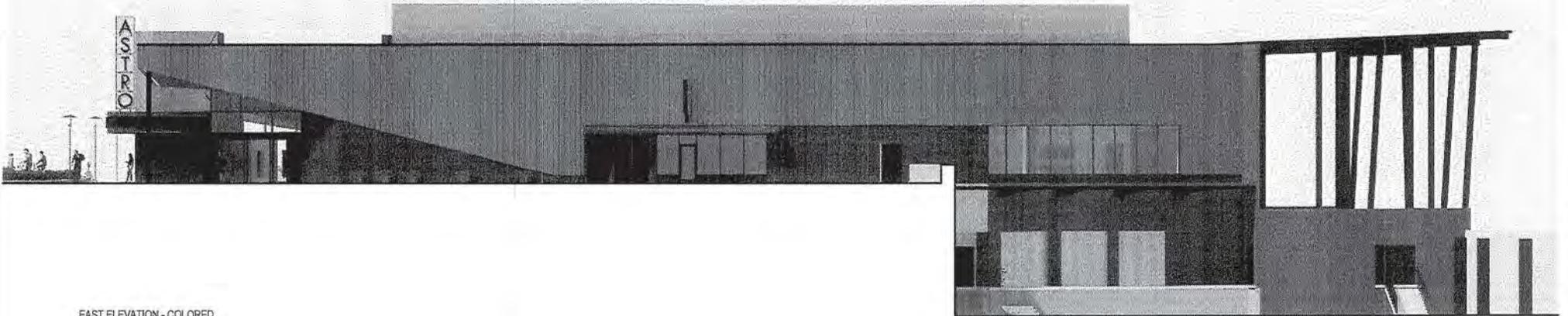


SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

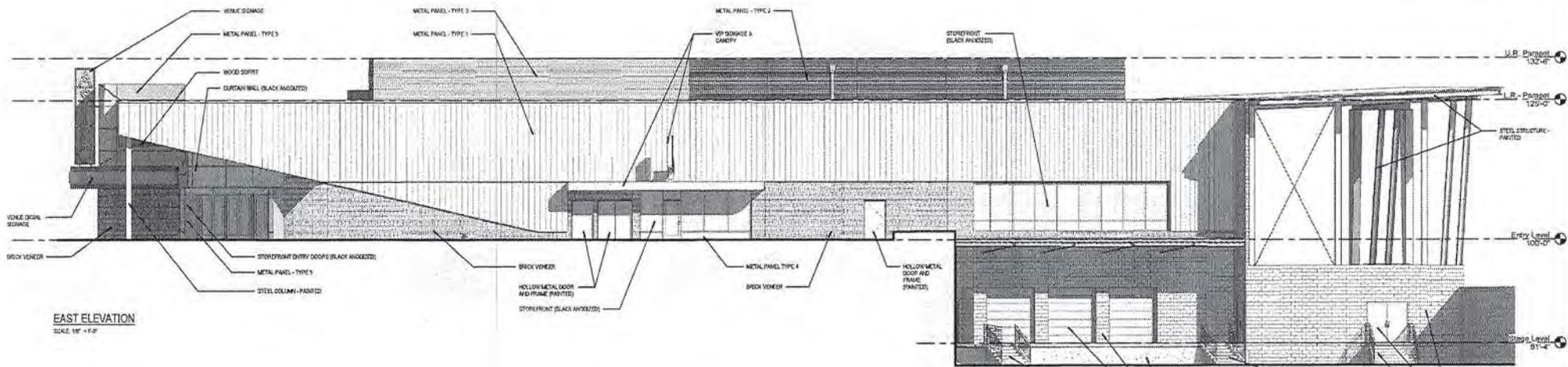
	BRICK VENEER PENGOPOT - FINANING SOND KELCHER		METAL PANEL TYPE 1 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK INTERNAL COLOR: WHITE
	METAL PANEL - TYPE 1 TOP FLUSH FACE PANEL WOODGRAINLED PATTERNS MIDDLE PLUS		METAL PANEL TYPE 2 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK & VENEER INTERNAL COLOR: FENSTER

ASTRO THEATER

Project Number: 2017.008.00
Project Status: Conditional Use Permit
Date: 02/01/2019



EAST ELEVATION - COLORED

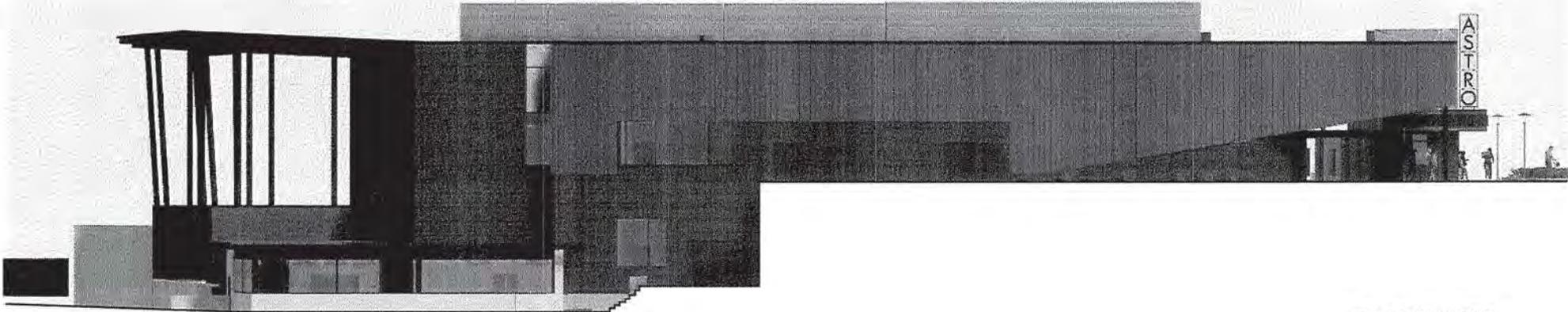


EAST ELEVATION
SCALE: 1/8" = 1'-0"

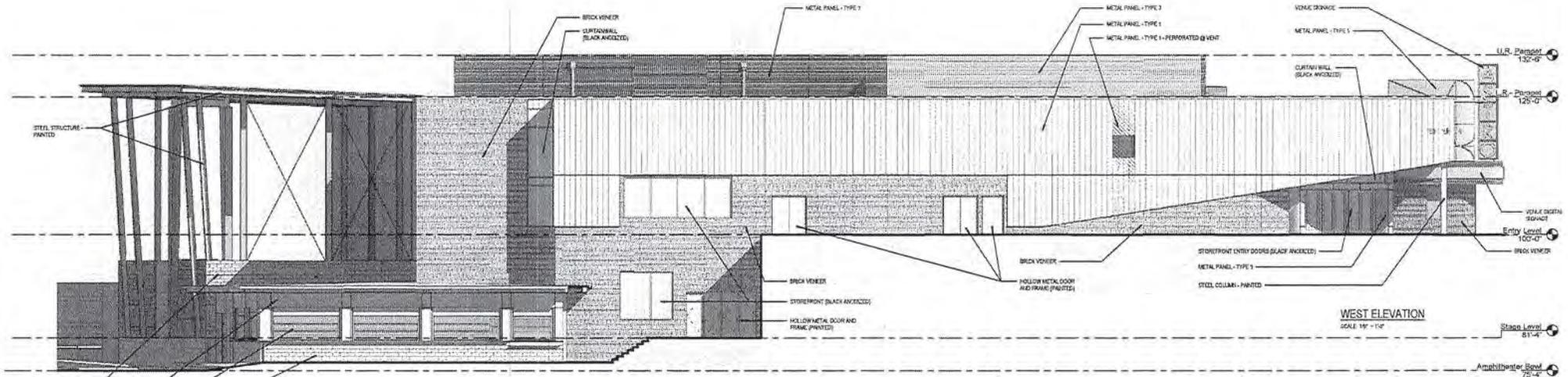
	BRICK VENEER SPONDYLIOT-FLANNING DOCK VELOCUP		METAL PANEL TYPE 2 POLISHED METAL PANEL HORIZONTAL RIDGED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER HANDBLINDEN SYSTEM COLOR: BLACK		CM MASONRY TYPE 1 FULL BLOCK INTERNAL COLOR: WOOD
	METAL PANEL - TYPE 1 1/2" FLUSH FACE PANEL W/ CONICAL FASTENERS METALIC PLUS		METAL PANEL TYPE 3 HORIZONTAL RIDGED WHITE		METAL PANEL TYPE 3 METAL COMPOSITE PANEL OVER HANDBLINDEN SYSTEM COLOR: SILVER		CM MASONRY TYPE 2 FULL BLOCK & VENEER INTERNAL COLOR: PEPPER

ASTRO THEATER

Project Number: 2017.008.00
Project Status: Conditional Use Permit
Date: 07/01/2019



WEST ELEVATION - COLORED

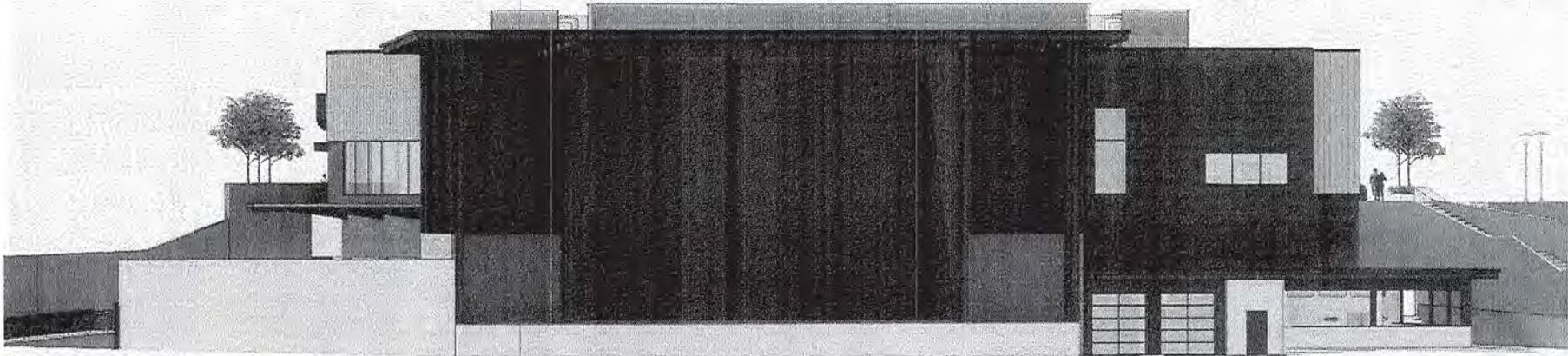


WEST ELEVATION
SCALE 1/8" = 1'-0"

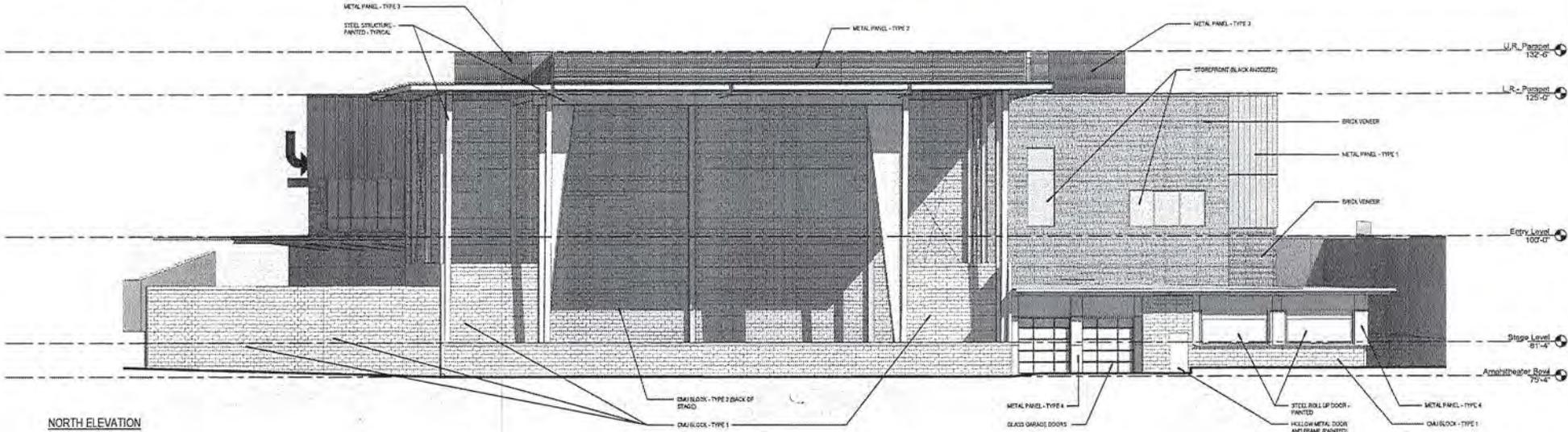
- CMU BLOCK - TYPE 2
- METAL PANEL - TYPE 4
- STEEL ROLL UP DOOR - PAINTED
- CMU BLOCK - TYPE 1

	BRICK VENEER STRONGPOINT - KLEINMAN BOARD VELDURF		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER PAINT/GREEN SYSTEM COLOR BLACK		CMU MASONRY TYPE 1 PAW BLOCK INTERNAL COLOR WOOD
	METAL PANEL - TYPE 1 TOP FLOOR FACE PANEL W/ CONICAL FASTENERS MIDRICE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER PAINT/GREEN SYSTEM COLOR SILVER		CMU MASONRY TYPE 2 PAW BLOCK 4 W/ VENEER INTERNAL COLOR PEWTER

ASTRO THEATER
 Project Number: 2017.008.02
 Project Status: Conditional Use Permit
 Date: 07/01/2018



NORTH ELEVATION - COLORED



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

	BRICK VENEER BOND BOND VELOUR		METAL PANEL TYPE 2 ISOLATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER INSULATION SYSTEM COLOR BLACK		CHAUBLOK TYPE 1 FULL BLOCK INTERNAL COLOR WOOL
	METAL PANEL TYPE 1 1/4" FLUSH FACE PANEL WITH ANODIZED ALUMINUM FINISH		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 3 METAL COMPOSITE PANEL OVER INSULATION SYSTEM COLOR SLIVER		CHAUBLOK TYPE 2 FULL BLOCK INTERNAL COLOR PORTER

ASTRO THEATER
 Project Number: 2017.006.00
 Project Status: Conditional Use Permit
 Date: 07/01/2019

Exhibit "B"
ALTA Survey

Attached.

Exhibit "C"
Sources & Uses of Funds / Construction Budget / TIF Eligible Expenses

Attached.



CITY VENTURES

La Vista City Centre
Astro Theater

Exhibit "C"

2/4/2020

by CLE

Sources & Uses of Funds

Sources of Funds	
Equity	
Cash	\$3,708,668
PACE	\$1,460,123
Debt	\$11,500,000
Incentives	
City Economic Development Financing	\$3,000,000
TIF	\$2,931,153
Total Sources of Funds \$22,599,944	

Uses of Funds			
Acquisition			
Land Acquisition from LVCC	88,779 SF	\$13.13	\$1,166,000
Closing Costs		3.0%	\$34,980
Acquisition Total			5% \$1,200,980
Hard Costs			
Building Construction	48,000 SF	\$272	\$13,063,276
Amphitheater Construction	1 LS		\$500,000
Building Signage			\$150,000
FF&E - Furniture, Audio, Lighting, Chairs			\$2,500,000
Hard Cost Total			72% \$16,213,276
Soft Costs			
Design - A / E / I			\$1,085,062
Working Capital			\$500,000
Construction Interest			\$575,000
PACE/TIF Costs & Capitalized Interest			\$340,276
Financing Fees (Senior)			\$57,500
Legal & Accounting			\$50,000
Builders Risk			\$52,253
Development Fee			\$1,204,461
Contingency			\$1,321,136
Soft Cost Total			23% \$5,185,688
Total Uses of Funds \$22,599,944			

Uses of Funds

TIF Eligible Expenses

Phase 1

Acquisition

Land & Structures

\$1,166,000

Hard Costs

Façade Enhancements, Additional Glazing, Upgraded Windows

\$500,000

Public Impr. - Sidewalks, Sidewalk Landscaping, Street Furniture

\$50,000

Sitework - Site Utilities

\$75,000

Soft Costs

TIF Capitalized Interest

\$137,153

Contractor Fee

\$575,000

Contingency

\$1,158,799

Design - Architecture / Engineering

\$920,000

Developer Fee

\$1,065,315

Total TIF Eligible Expenses	\$5,647,269
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Exhibit "D"
Pro Forma

Attached.



CITY VENTURES

**La Vista City Centre
Astro Theater**

Exhibit "D"

**1/21/2020 by CLE
Income Statement**

Operating Income	Description	Note	Quantity	Year 1	Year 2	Year 3
Revenue						
	Admissions	\$27.50	203,679	\$5,606,948	\$5,719,087	\$3,833,469
	Food / Concessions	\$9.50	210,361	\$2,000,338	\$1,040,967	\$2,081,173
	Sales Tax Revenue			\$370,348	\$381,939	\$393,998
	Occupation Tax Revenue			\$228,248	\$231,774	\$233,389
	Refunds			\$185,730	\$608,304	\$617,314
	Facility Rental			\$240,000	\$244,000	\$240,000
	Gross Revenue			\$8,232,833	\$9,417,469	\$8,405,833
Direct Costs						
	Artist's Share		23.8%	\$4,699,000	\$4,792,793	\$4,686,447
	Sales / GST Tax			\$786,797	\$812,732	\$819,987
	Direct Costs			\$5,485,797	\$5,605,525	\$5,506,434
	Gross Profit			\$2,747,036	\$3,811,944	\$2,899,400
Operating Expenses:						
Production						
	Labor			\$319,429	\$315,818	\$332,334
	Catering			\$212,520	\$216,770	\$222,106
	Blackline			\$11,630	\$18,923	\$18,201
	Equipment Rental			\$34,267	\$33,371	\$36,439
	Runner			\$30,163	\$30,768	\$31,384
	Transportation / Lodging			\$22,639	\$23,103	\$23,570
	Electrical			\$30,709	\$31,314	\$32,940
	Misc			\$13,913	\$14,193	\$14,677
	Production Total:			\$687,901	\$711,267	\$727,672
Operation						
	Administrative Wages			\$179,000	\$178,300	\$181,070
	Labor			\$304,038	\$310,119	\$318,321
	Cleaning			\$14,338	\$14,613	\$14,905
	Fire Marshal			\$28,242	\$28,897	\$29,383
	Medical Team			\$17,728	\$18,081	\$18,442
	Portable Toilets			\$18,180	\$18,344	\$18,514
	Security			\$73,623	\$73,098	\$76,349
	Police / Sheriff			\$12,372	\$12,419	\$12,867
	Wardrobe / Uniforms			\$103,843	\$107,982	\$110,121
	Advertising			\$34,188	\$33,030	\$36,090
	ASCAP/SESAC			\$99,187	\$109,130	\$103,172
	Utilities			\$120,000	\$122,400	\$124,842
	Building Insurance			\$23,000	\$23,390	\$26,010
	CS / Event Insurance			\$130,677	\$133,670	\$136,744
	Real Estate Expense			\$270,000	\$270,000	\$270,000
	Real Estate Taxes			\$301,849	\$307,886	\$314,042
	Misc			\$2,713	\$2,789	\$2,823
	Operation Total:			\$2,660,731	\$2,900,343	\$2,941,136
	Total Expenses			\$3,526,832	\$3,611,792	\$3,666,628
	Net Operating Income			\$170,204	\$200,152	\$232,772

*The event venue is a joint project of Astro Theatre, LLC and City Centre Music Venue, LLC. Event venue revenues will be the principal source of income of the parties, including City Centre Music Venue, LLC via lease payments used to pay event venue construction financing in a substantially equivalent amount, its principal expense.

Exhibit "E"
ROI Analysis

Attached.

Uses of Funds

<i>Description</i>	<i>Value</i>
Net Operating Income + Real Estate Expenses	\$1,049,005
Annual Debt Service (ADS) / Real Estate Expenses	(\$870,000)
Cash Flow Before Taxes (CFBT)	\$179,005

ROI Analysis - Statement of Need

Description	Project With TIF	Project Without TIF
TIF Proceeds	\$2,931,153	\$0
Debt	\$11,500,000	\$11,500,000
Equity	\$3,708,668	\$6,639,821
Total Project	\$18,139,821	\$18,139,821
Cash Flow Before Taxes	\$179,005	\$179,005
Return on Investment	4.83%	2.70%

Memorandum



To: City Council

From: Christopher Solberg, Deputy Community Development
Director

Date: 2/27/2020

Re: Updated La Vista City Centre Mixed Use
Redevelopment Project TIF Analysis

A copy of the Updated La Vista City Centre Mixed Use Redevelopment Project TIF Analysis is on file with the La Vista City Clerk's office.

REDEVELOPMENT PLAN

"84th Street Redevelopment Area"

Amendment #2

LA VISTA CITY CENTRE



Presented to La Vista City Council
March 3, 2020

Redevelopment Plan for the 84th Street Redevelopment Area Amendment No. 2

The Redevelopment Plan for the 84th Street Redevelopment Area (“Redevelopment Area”) originally adopted on July 16, 2013 by the City Council of the City of La Vista, Nebraska and subsequently amended on August 2, 2016 by Amendment No. 1, (such Redevelopment Plan for the 84th Street Redevelopment Area, as amended by Amendment No. 1, is referred to herein as “Redevelopment Plan”) is hereby further amended by this Amendment No. 2 to add, subtract, modify or provide further specifications with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project and the Public Improvement Redevelopment Project within the Redevelopment Area, and related redevelopment plan provisions (“Amendment”).

Preliminary Statement

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

The Redevelopment Plan for the 84th Street Redevelopment Area was adopted in 2013. Amendment No. 1 to the Redevelopment Plan, and related Redevelopment Agreement and Subdivision Agreement, were adopted in 2016, among other things, to provide for a Mixed Use Redevelopment Project and a Public Improvement Redevelopment Project in the Redevelopment Area and eliminating and preventing recurrence of the substandard and blighted area. The Redevelopment Agreement subsequently was amended by Amendment No. 1 in 2017 (the Redevelopment Agreement, as amended by Amendment No. 1, is referred to herein as “Redevelopment Agreement”). The Subdivision Agreement subsequently was amended by a First Amendment to Subdivision Agreement in 2020 (the Subdivision Agreement, as amended by the First Amendment, is referred to herein as “Subdivision Agreement”).

The CDA, in initially recommending and adopting the Redevelopment Plan for the 84th Street Redevelopment Area, designated the substandard and blighted Redevelopment Area as appropriate for one or more renewal projects, which designation the CDA ratified and affirmed in recommending and adopting Amendment No. 1, and hereby ratifies and affirms in connection with recommendation and adoption of this Amendment. Accordingly, the Redevelopment Area is a community redevelopment area. All works or undertakings pursuant to this Amendment or the Redevelopment Plan, Mixed Use Redevelopment Project, or Public Improvement Redevelopment Project, as amended, or otherwise in accordance with the Community Development Law constitute redevelopment projects under Neb. Rev. Stat. Section 18-2103. The CDA, in recommending and adopting Amendment No. 1, also designated the 84th Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of an occupation tax, which designation the CDA hereby ratifies and affirms in connection with recommendation and adoption of this Amendment and may be carried out from time to time in one or more

actions, enhanced employment area(s), and occupation taxes as determined and approved by the City.

CDA and City desire to further amend the Redevelopment Plan to add, subtract, modify or provide further specifications with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project and the Public Improvement Redevelopment Project within the 84th Street Redevelopment Area, and related redevelopment plan provisions. The Redevelopment Plan, Mixed Use Redevelopment Project, Public Improvement Redevelopment Project, and related redevelopment plan provisions are revised as provided in this Amendment. In addition to, and not in limitation of, any other finding or determination of the CDA or City, the CDA and City by recommending and adopting this Amendment find and determine that public and private actions, improvements, works, and resources as provided in this Amendment are in the public interest and necessary to eliminate and prevent recurrence of the substandard and blighted area. The projects provided in this Amendment have the potential to be catalysts for other projects to eliminate and prevent recurrence of the substandard and blighted Redevelopment Area, and to enhance or provide new residential, employment, shopping, recreational, restaurant, tourism, and entertainment options and amenities of and to the City and its residents, and additional tax revenues to the City.

Section 1. City Centre Mixed Use Redevelopment Project.

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

The Redevelopment Plan, among other things, provided for Mixed Use Improvements pursuant to the Mixed Use Redevelopment Project constructed and paid for by Redeveloper, including use of tax increment financing (“TIF”) for Eligible Expenses. The CDA or its designee conducted a Cost-Benefit Analysis for the Mixed Use Redevelopment Project whose Redevelopment Plan included the use of funds authorized by Neb. Rev. Stat. Section 18-2147 based on all phases and the Maximum Redevelopment Loan Amount and using a model satisfactory to the City Administrator or her designee on behalf of the CDA for use by local projects and considering and analyzing applicable factors, including factors specified in Neb. Rev. Stat. Section 18-2113(2). The Cost-Benefit Analysis constitutes the cost-benefit analysis for the Mixed Use Redevelopment Project and, because it is based on a Maximum Redevelopment Loan Amount to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, constitutes the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. The CDA or its designee, in recommending this

Amendment to the governing body of the City, updated the prior analysis for the incremental affects of proposed additions, subtractions, or changes to the Mixed Use Redevelopment Project whose Redevelopment Plan, as amended by this Amendment, includes the use of funds authorized by Neb. Rev. Stat. Section 18-2147. In conducting the cost-benefit analysis, a cost-benefit model developed for use by local projects considered and analyzed the following factors (“Updated Cost-Benefit Analysis”):

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

The Updated Cost-Benefit Analysis shall be and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project, as amended by this Amendment, and, because it is based on a Maximum Redevelopment Loan Amount, as amended by the Second Amendment to Redevelopment Agreement, to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, shall be and be deemed to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. The City Administrator or her designee on behalf of the CDA shall be authorized to conduct or have conducted any additional cost-benefit or other analysis from time to time as such City Administrator or designee determines in her or his discretion necessary or appropriate with respect to any proposed TIF.

Section 2. Public Improvement Redevelopment Project.

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

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

Section 3. Other

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

B. All improvements and all acquisitions and conveyances of all real property and interests therein of the City or CDA as the City, CDA, City Administrator, or City Engineer from time to time determines necessary or appropriate to carry out this Amendment or the Redevelopment Plan, as amended by this Amendment, or otherwise for public purposes in or benefiting the 84th Street Redevelopment Area, are authorized and approved, including, without limitation, Additional Property for Public Improvements, Surplus Property, or other property or interests as determined or agreed by the City or CDA, subject to such surveys, requirements, consideration, and terms and conditions as the City or CDA determines necessary or advisable.

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

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

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

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

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

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

G. Approval of this Amendment, including without limitation this subsection G, by the governing body of the City following the hearings prescribed by Neb. Rev. Stat. Section 18-2115, among other things shall constitute and be deemed to be findings and documentation in writing by the governing body of the City with respect to parts of the Mixed Use Redevelopment Project and related redevelopment plan provisions in this Amendment using funds authorized by Neb. Rev. Stat. Section 18-2147, that:

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

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

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

H. Applicable provisions of Nebraska Legislative Bill 874 (2018) (“LB 874”) are incorporated into this Amendment by reference and provisions of the Redevelopment Plan, as amended by this Amendment, shall be deemed modified to be consistent with LB 874 (2018), as of the effective date of such Bill.

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

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

K. Each right, authority, power, or discretion of City or CDA pursuant to this Amendment, the Redevelopment Plan as amended by this Amendment, or under applicable laws,

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

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

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

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

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

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

Q. Unless the context otherwise requires or this Amendment otherwise provides (i) terms used in this Amendment shall have the meanings as provided in the Redevelopment Plan, and (ii) references to "Redevelopment Plan" in the Redevelopment Plan or Amendment No. 1

shall be deemed modified to mean the Redevelopment Plan, as amended by Amendment No. 1 and this Amendment.

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

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

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

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

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

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

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

EXHIBIT A

Second Amendment to Redevelopment Agreement

EXHIBIT B

Second Amendment to Subdivision Agreement

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

This Second Amendment to Redevelopment Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section 5gg below by and between the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista, a Nebraska municipal corporation in Sarpy County, Nebraska, on February 12, 2012 (“CDA”), La Vista City Centre, LLC, a Nebraska limited liability company, (“Redeveloper”), One Percent Productions, L.L.C., a Nebraska limited liability company, (“One Percent”), Mammoth, Inc., a Kansas corporation authorized to do business in Nebraska, (“Mammoth”) (together Redeveloper, One Percent, and Mammoth sometimes are referred to herein as “Event Venue Redeveloper”), La Vista Car Wash LLC, a Nebraska limited liability company (“Car Wash”), City Centre I, LLC, a Nebraska limited liability company, (“City Centre I”), and E&W Holdings, LLC, a Nebraska limited liability company (“E&W”).

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

A. The Mayor and City Council in 2012 declared the 84th Street Redevelopment Area substandard and blighted and in need of redevelopment. To eliminate and prevent recurrence of the substandard and blighted area, the Mayor and City Council in 2013 adopted the Redevelopment Plan - 84th Street Redevelopment Area, as amended in 2016 by Amendment No. 1 and providing for a Mixed Use Redevelopment Project and tax increment financing (“TIF”) in response to a redevelopment application (“Redevelopment Application”) submitted by Redeveloper with CDA, and a Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, (“Redevelopment Plan”), which Redevelopment Plan included indoor and outdoor event center, amphitheater, and other private and public improvements.

B. La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and

Upon Recording Please Return To:

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

2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); and Lots 5 - 12, La Vista City Centre and Lot 1, La Vista City Centre Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat 3 (“Replat 3”). Lot ownership is as follows:

- (i) La Vista Car Wash, as successor of LVCC, owns Lot 1, La Vista City Centre,
- (ii) Redeveloper owns:
 - Lots 2 and 13 and Outlot C, La Vista City Centre,
 - Lot 1, La Vista City Centre Replat 2, and
 - Lots 1, 2, 3, 4, 5, 6, 8, 9, 11 and 12, La Vista City Centre Replat 3. E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat 3, and
- (iii) City Centre I, as successor of LVCC, owns:
 - Lots 14 and 15, La Vista City Centre,
 - Lot 2, La Vista City Centre Replat 1, and
 - Lot 10, La Vista City Centre Replat 3 (lots described in subsections “i” through “iii” together are referred to herein as “City Centre Property”); and
- (iv) The City of La Vista owns:
 - Outlots A and B, La Vista City Centre,
 - Lot 2, La Vista City Centre Replat 2, and
 - Lot 7, La Vista City Centre Replat 3.

C. Redeveloper and CDA, pursuant to the Redevelopment Plan entered into a Redevelopment Agreement, dated November 29, 2016 and recorded with the Register of Deeds of Sarpy County, Nebraska on December 2, 2016 as Instrument No. 2016-31245 (the “Initial Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended by a First Amendment dated September 19, 2017, (the Initial Redevelopment Agreement as amended by the First Amendment together are referred herein to as the “Redevelopment Agreement”).

D. La Vista City Centre, LLC and City pursuant to the Redevelopment Plan entered into a Subdivision Agreement dated December 1, 2016 with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area (“Original Subdivision Agreement”), as amended by the First Amendment to Subdivision Agreement dated on or about _____ (“First Amendment”) (the Original Subdivision Agreement as amended by the First Amendment together are referred to herein as “Subdivision Agreement”).

E. The Mayor and City Council on or about March 3, 2020 adopted Amendment No. 2 to the Redevelopment Plan to provide further specification with respect to certain improvements of the Mixed Use Redevelopment Project and related TIF as proposed in supplements to the Redevelopment Application, and of the Public Improvement Redevelopment Project, including without limitation public improvements and indoor and outdoor event venue and anchor office building described in this Amendment (the

Redevelopment Plan, as previously amended, together with Amendment No. 2 are referred to herein as the “Amended Redevelopment Plan”), which Amended Redevelopment Plan as on file with the La Vista City Clerk is incorporated into this Amendment by reference and shall be binding on all Event Venue Property (defined infra) and on all City Centre Property, and all rights or interests therein, and on Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W, and each of them and their respective successors and assigns.

F. La Vista City Centre, LLC, One Percent, Mammoth, and City pursuant to the Amended Redevelopment Plan entered a Second Amendment to Subdivision Agreement dated on or about even date with this Amendment with respect to certain public improvements of the Public Improvement Redevelopment Project (the Subdivision Agreement as amended by the Second Amendment to Subdivision Agreement together are referred to herein as “Amended Subdivision Agreement”). City found and determined 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, recreational facilities, public right of way, and public off-street parking, for public purposes including the advancement of redevelopment within the 84th Street Redevelopment Area, eliminating and preventing recurrence of the substandard and blighted Area, promoting safe and uncongested traffic flows through, in and around Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to I-80 and other parts of the metropolitan area, and providing public amenities for use of the general public, which findings, CDA hereby ratifies, affirms, and approves. Provisions of the Amended Subdivision Agreement are incorporated herein by this reference and the parties shall be bound by them.

G. Redeveloper, One Percent, Mammoth, and CDA, pursuant to the Amended Redevelopment Plan, desire to enter this Second Amendment to Redevelopment Agreement to provide further specification with respect to such Improvements of Redeveloper and Event Venue Redeveloper pursuant to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as modified pursuant to this Amendment, including without limitation, the state of the art indoor and outdoor, best in market specialty performance event venue and related improvements by Event Venue Redeveloper on part of Lot 13, La Vista City Centre, and such other parcels as described in or determined in accordance with the Amended Subdivision Agreement (together such part of Lot 13 and parcels referred to as “Event Venue Property”), at a scale and operated in a manner to draw new performers to the market, an anchor Class A office building, preliminarily projected to have at least 90,000 square feet of leasable tenant office space, and related improvements by Redeveloper on Lot 1, La Vista City Centre Replat 3 (“Office Building”), and such other Improvements or matters approved by City. CDA, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that such improvements advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84th Street Redevelopment Area and City, expanding the array of entertainment and employment opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. Additionally, Redeveloper, One Percent, and Mammoth, together with Car Wash, City Centre I and E&W, desire to consent with respect to designation of such Area as an enhanced employment area pursuant

to Neb. Rev. Stat. Section 18-2101 et seq. The CDA determines that the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project, as amended pursuant to this Amendment or pursuant to the Second Amendment to Subdivision Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, CDA, City, and its residents.

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

1. Definitions. Unless otherwise specified in this Amendment or clearly indicated by the context, capitalized terms will have the meaning set forth in the Redevelopment Agreement.
2. Mixed Use Redevelopment Project. As part of the Mixed Use Redevelopment Project, the following shall be provided.
 - a. Event Venue. As part of Phase I Improvements, Event Venue Redeveloper, at its cost, will design, finance, fund, acquire, construct, equip, own, manage, operate, maintain, replace, and repair on property owned by the Event Venue Redeveloper within the Mixed Use Redevelopment Project Area, as such Area is modified by subsection 2c below, a state of the art indoor and outdoor, best in market specialty performance event venue and related improvements, at a scale and operated in a manner to draw new performers to the market and any Redeveloper Public Improvements (“Event Venue”). A preliminary site plan, rendering and/or description of the Event Venue are attached as Exhibit 2. Final layout, facilities, improvements, and features of such improvements will be set forth in final Plats, renderings, and site plans approved by the City in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City. The principal facilities, uses and purposes of the Event Venue shall not be materially changed, except as agreed by CDA.
 - b. Office Building. Redeveloper, at its cost, will design, finance, fund, acquire, construct, equip, own, manage, operate, maintain, replace, and repair on property owned by Redeveloper an anchor Class A Office Building preliminarily described or depicted in Exhibit 2, and any Redeveloper Public Improvements. Final layout, facilities, improvements, and features of such improvements will be set forth in final Plats, renderings, and site plans approved by the City in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City.
 - c. Mixed Use Redevelopment, Property, Project, and Area. The northern boundary of the Entire Redevelopment Property or Redevelopment Property under the Redevelopment Agreement is hereby extended and established as preliminarily described or depicted in Exhibit 2c, subject to any addition, subtraction, or modification as the City Administrator or City Engineer or any designee of the City Administrator or City Engineer

determines necessary or advisable; and the northern boundary of the Redevelopment Area and Mixed Use Redevelopment Project Area, as those terms are used in the Redevelopment Agreement, is extended and established accordingly. Additionally, the northern boundary of the Mixed Use Redevelopment Project Area specified in the Redevelopment Plan shall be extended as preliminarily described or depicted in Exhibit 2c, subject to any addition, subtraction, or modification as the City Administrator or City Engineer or any designee of the City Administrator or City Engineer determines necessary or advisable. Except as modified herein, the boundaries of such areas shall remain as originally approved in the Redevelopment Agreement or Redevelopment Plan in 2016.

d. Design and Timing. Design, schedules, timing, construction and completion of Improvements described in this Amendment will satisfy applicable requirements of the Redevelopment Agreement, Amended Subdivision Agreement, laws, or regulations, as amended from time to time.

e. Replats and Final Plans. A proposed replat in connection with improvements described in this Amendment is attached hereto as Exhibit 2e. Improvements described in this Amendment shall be subject to one or more Subsequent Replats as the City Engineer determines necessary or appropriate and approved by the City Council. Replats, final site plans and designs, boundaries, dimensions, components, and features in connection with the Event Venue, Office Building, or other improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the Redevelopment Agreement as amended by this Amendment, the Amended Subdivision Agreement, or applicable subdivision laws or regulations, as such Amendment, Redevelopment Agreement, Amended Subdivision Agreement, or subdivision laws or regulations might be amended from time to time. Improvements described in this Amendment or the Amended Subdivision Agreement shall be subject to closing on all real property conveyances in accordance with applicable laws, as Redeveloper, Event Venue Redeveloper, and City Engineer determine necessary or appropriate. Notwithstanding anything this Amendment to the contrary, replats, site plans and designs, boundaries, dimensions, components, and features of improvements are preliminarily described in this Amendment and shall be subject to adjustment and finalization as the City Engineer determines necessary or appropriate to carry out the Amended Redevelopment Plan.

f. Tax Increment Financing. Event Venue Redeveloper, in connection with the Event Venue, and Redeveloper, in connection with the Office Building, shall be authorized to utilize, and CDA shall be authorized to facilitate and participate in, TIF, Redevelopment Loans, and tax increment financing to finance or pay costs of site-specific TIF Eligible Expenses in connection with such Projects. TIF related amounts or projections in connection with the Amendment No. 1 to the Redevelopment Plan - 84th Street Redevelopment Area or Initial Redevelopment Agreement included the Office Building. Effects of the expanded Event Venue, in total, are estimated as follows: Total assessed valuation was approximately \$10,848,676 and ad valorem taxes were approximately \$241,062 for the 2016 tax year. Total assessed valuation upon completion of planned improvements including the expanded Event Venue is projected to be \$186,708,000 (representing an increase of approximately \$10,908,000), with an estimated \$4,314,194 in annual ad valorem taxes and \$4,073,132 in annual ad valorem taxes in

excess of ad valorem taxes on the redevelopment project valuation (representing an increase of approximately \$242,436) based on an estimated \$2.31 tax levy. Redeveloper and Event Venue Redeveloper propose one or more phases and supportable TIF loans to pay Eligible Expenses in connection with development and improvements described in this Section 2. The Maximum Redevelopment Loan Amount shall be increased to \$39,958,422 (representing an increase of approximately \$2,529,922), 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, as modified pursuant to this Amendment, including without limitation, Redevelopment Loan Amounts for Redevelopment Loans connected with Improvements described in this Amendment, subject to any potential subsequent increase and Adjusted Maximum Redevelopment Loan Amount in accordance with the Redevelopment Agreement or Amended Redevelopment Plan. The Maximum Redevelopment Loan Amount set forth in this subsection 2f shall supersede the Maximum Redevelopment Loan Amount set forth in the Initial Redevelopment Agreement or Redevelopment Plan. Any Aggregate Phase I Minimum shall be adjusted by CDA. Eligible Expenses shall include without limitation TIF issuance costs and fees of the CDA or City.

3. Taxes. CDA in prior actions including Resolution No. 16-084 and Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area (“Amendment No. 1”), found, determined, and designated such Area, which includes without limitation the Mixed Use Redevelopment Project Area and does not exceed 600 acres, as appropriate for one or more renewal projects, a community redevelopment area, and eligible for imposition of an occupation tax, to be carried out by the City in one or more actions or phases from time to time to specify enhanced employment area boundaries and levies therein, which findings, determinations, and designations CDA hereby ratifies, affirms and approves. CDA and City intend that ultimately each area of the 84th Street Redevelopment Area will be within boundaries of one or more designated enhanced employment areas, with the designations to occur in one or more phases or actions determined by the City in its sole discretion. An initial enhanced employment area as designated in the Second Amendment to Subdivision Agreement is approved (“84th Street Enhanced Employment Area 1”), which area includes without limitation the City Centre Property and Event Venue Property. Not in limitation of the foregoing, Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W, each with respect to all real property or interests that it now or hereafter directly or indirectly has or owns or shall have or own within such 84th Street Enhanced Employment Area 1, hereby consents and agrees to the designation of boundaries and to designation of 84th Street Enhanced Employment Area 1 as an enhanced employment area. The parties further consent and agree to the classifications of businesses, users of space, or kinds of transactions as reasonable and to the impositions and levies of general business occupation taxes within 84th Street Enhanced Employment Area 1 as set forth in the Second Amendment to Subdivision Agreement (“84th Street Enhanced Employment Area 1 GBOT” or “Area 1 GBOT”) for the purpose of paying all or any part of the costs and expenses of any redevelopment project as approved or modified from time to time within 84th Street Enhanced Employment Area 1, including without limitation, all costs and expenses of the City or CDA in connection with payment, funding, refunding, reimbursing,

financing, or refinancing of any costs or expenses previously, currently, or in the future incurred or paid by the City or CDA in connection with planning, designing, engineering, legal services, financing, capitalized interest, demolition, development, site acquisition, grading, preparation, utilities, relocations, improvements, construction, maintenance, operations, repairs, replacements, or any other works, expenditures, or undertakings with respect to the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended from time to time. Proceeds of any such taxes shall be pledged or used in such manner as specified or approved from time to time by the City Council or City Administrator, or its or her designee. Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W each agrees that (i) further notice or consent of any such party pursuant to Neb. Rev. Stat. section 18-2119(2) or otherwise shall not be required before or otherwise in connection with any action of the City or CDA to adopt, implement or carry out 84th Street Enhanced Employment Area 1, the Area 1 GBOT, or this Section 3, including without limitation, any action to designate the enhanced employment area or to adopt, implement, levy, collect, pledge, apply, or use proceeds of general business occupation taxes, and (ii) it shall not directly or indirectly challenge or contest, or support or encourage any other person or entity to challenge or contest, 84th Street Enhanced Employment Area 1, the Area 1 GBOT, or any such action of City or CDA. Approval of this Amendment by CDA and approval of the Second Amendment to Subdivision Agreement by City shall be deemed an agreement of CDA and City as to designation of 84th Street Enhanced Employment Area 1 and imposition and levy of the Area 1 GBOT therein, among the other matters set forth in the respective amendments.

City Council of City, in connection with approval of Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, determined that applicable requirements of Neb. Rev. Stat. Section 18-2116(2) were satisfied, which determination the parties hereby ratify, affirm, and approve in connection with this Amendment and designation of 84th Street Enhanced Employment Area 1, based on the following as Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W each represents and warrants to the CDA, effective as of the date of this Amendment through its recordation with the Sarpy County Register of Deeds:

- a. Together they hold fee title and all other interests of or to all real property within 84th Street Enhanced Employment Area 1, with the exception of utility easements of record, public right of way, or real property owned by the City of La Vista;
- b. New investment within such 84th Street Enhanced Employment Area 1 will result in at least twenty new employees and new investment of at least five million dollars, or otherwise satisfy applicable requirements of Neb. Rev. Stat. Section 18-2116(2); and
- c. Any business within the area described in subsection “a” above that has one hundred thirty-five thousand square feet or more and annual gross sales of ten million dollars or more shall provide an employer-provided health benefit of at least three thousand dollars annually to all new employees who are working thirty hours per week or more on average and have been employed at least six months.

Except to the limited extent expressly provided in the Initial Redevelopment Agreement with respect to tax increment financing, Redeveloper, One Percent, Mammoth, Car Wash,

City Centre I, and E&W each 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 84th Street Redevelopment Area or City taxes or revenues, including without limitation any general business or other occupation taxes, property taxes, or local option sales taxes. This Section 3 shall supersede and replace subsection 3.9.1 of the Initial Redevelopment Agreement in its entirety, and this Amendment shall be recorded, shall survive all closings, and shall be binding on all City Centre Property and Event Venue Property, and all rights or interests therein, and on Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W, and each of them and their respective successors and assigns.

4. Further Actions. The parties will cooperate in such conveyances, replats, and other actions with respect to real property, improvements, and matters described in this Amendment, on terms satisfactory to the parties involved in the conveyances and other actions, and satisfaction of the City with respect to any replats, and in accordance with applicable laws and regulations, with any conveyances of real property to be by equivalent exchanges or other sufficient consideration as agreed, subject to satisfaction of any applicable statutory procedures, conditions, or other requirements.

5. Other.
 - a. All provisions of the Redevelopment Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment, and the provisions of this Amendment supersede and control over any provisions of the Redevelopment Agreement that are contrary to or inconsistent with this Amendment. Except as modified by this Amendment, terms and conditions of the Redevelopment Agreement shall continue in effect. In the event of any inconsistencies between the terms of this Amendment and any terms of the Redevelopment Agreement, the terms of this Amendment shall govern and control.

 - b. “Lot” or “Lots” shall mean and refer to Lots 1 through 17 and Outlots A through C, La Vista City Centre, as originally platted, or as subsequently replatted pursuant to Replat 1, Replat 2, Replat 3, or any further replats from time to time approved by the City and recorded in Sarpy County.

 - c. Notwithstanding anything in this Amendment, Amended Redevelopment Plan or Amended Subdivision Agreement to the contrary, all improvements and all acquisitions and conveyances of all real property and interests therein as the CDA determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Plan or Amended Subdivision Agreement are authorized and approved, including, without limitation, acquisitions and conveyances of Additional Property for Public Improvements, Surplus Property, or other property or interests as determined or agreed by the City or CDA, subject to such surveys, requirements, consideration, and terms and conditions as the City or CDA determines necessary or advisable.

 - d. Phase I Improvements are deemed modified consistent with this Amendment.

e. All modifications, additions, and subtractions of and to the Mixed Use Redevelopment Project and corresponding redevelopment plan for the Mixed Use Redevelopment Project Area, and contemplating and including all actions and participation of the City or CDA as provided herein or subsequently determined by the City or CDA necessary or appropriate to carry out the project or plan, to the fullest extent permitted by applicable law, are hereby made, authorized and approved. Not in limitation of the foregoing, CDA and City, for itself or on behalf of the other, each shall be authorized to take any action as necessary or appropriate for the Mixed Use Redevelopment Project, including without limitation, any Demolition and Site Preparation or funding within the Mixed Use Redevelopment Project Area. Any easements granted by any party under or pursuant to the Redevelopment Agreement or Original Subdivision Agreement shall be deemed modified, amended, and extended to include such easements with respect to such property within the Mixed Use Redevelopment Project Area or Public Improvement Redevelopment Project Area as the parties determine necessary to carry out this Amendment, the Amended Subdivision Agreement, Amended Subdivision Agreement, or Amended Redevelopment Plan.

f. Boundaries of the Mixed Use Redevelopment Project Area. Boundaries of the Mixed Use Redevelopment Project Area are modified to incorporate additional areas in connection with Improvements described in this Amendment. As modified, boundaries of the Mixed Use Redevelopment Project Area are depicted in Exhibit 2(c), and shall include such other areas in the vicinity that the City Engineer or his designee determines necessary or appropriate for such improvements.

g. Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Mixed Use Redevelopment Project Area are provided in the Redevelopment Plan, the parts of which that are involved in the Event Venue, Office Building, and other improvements pursuant to this Amendment are set forth in Exhibit 5(g) and generally include areas recently cleared of obsolete and deteriorating improvements pursuant to Amendment No. 1 in the vicinity of northern areas of the former Brentwood Crossing shopping center and southern portions of the former City golf course to be exchanged in consideration for parcels needed for public improvements, which portions shall be part of the Mixed Use Redevelopment Project Area and used for the Mixed Use Redevelopment Project.

h. Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Mixed Use Redevelopment Project Area after redevelopment is contained in the Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Mixed Use Redevelopment Project Area involved in this Amendment is provided in Exhibit 5(h). The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of mixed use redevelopment project, as modified by this Amendment, and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions,

or changes from time to time, shall be as approved by the City or CDA or its designee.

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

j. Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the Redevelopment Plan. Proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes in connection with the Event Venue, Office Building, or this Amendment are preliminarily projected to include the changes described or depicted in Exhibit 5(j). Except as may be provided elsewhere in this Amendment, the Amended Redevelopment Plan, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time to building codes or ordinances or planning. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out this Amendment and parts of the projects approved herein, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection (j), or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

k. Site Plan of Mixed Use Redevelopment Project Area. A preliminary site plan of the Mixed Use Redevelopment Project Area is contained in the Redevelopment Plan. A preliminary site plan including parts of the Mixed Use Redevelopment Project Area involved in this Amendment is contained in Exhibit 2. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

l. Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Mixed Use Redevelopment Project Area after redevelopment are preliminarily projected in the Redevelopment Plan. The kind and number of additional public facilities or utilities which will be required to support the new land uses in parts of the Mixed Use Redevelopment Project Area involved in this Amendment after redevelopment are preliminarily projected to include facilities and utilities described or depicted in Exhibit 5(l). The final public facilities or utilities will be subject any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

m. Building requirements. Except as otherwise provided by agreement of the

CDA and Redeveloper in accordance with this Amendment or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.

n. Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the Amended Subdivision Agreement, or Amended Redevelopment Plan, zoning of the Property is consistent with the Future Zoning Map and accommodates the Mixed Use Redevelopment Project, as modified by this Amendment, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map, subject to adoption of an amendment incorporating Redevelopment Plan Amendment No. 2.

o. Certifications. Event Venue Redeveloper, Redeveloper, Car Wash, City Centre I, and E&W each hereby certifies the following to the CDA:

i. It has not filed and does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located within the redevelopment project area;

ii. No such application includes or will include, as one of the tax incentives, a refund of the city's local option sales tax revenue; and

iii. No such application has been approved under the Nebraska Advantage Act.

p. Document Retention. Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W consent to the Amended Redevelopment Plan and each shall retain copies of all supporting documents that are associated with the Amended Redevelopment Plan or Mixed Use Redevelopment Project and that are received or generated by it for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the City of La Vista as needed to comply with the City's retention requirements under Neb. Rev. Stat. section [18-2117.04](#). For purposes of this subsection, supporting document includes any cost-benefit analysis conducted pursuant to Neb. Rev. Stat. section [18-2113](#) and any invoice, receipt, claim, or contract received or generated by the Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, or E&W, as the case may be, that provides support for receipts or payments associated with the division of taxes.

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

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

which shall include the acquisition, financing and construction by Event Venue Redeveloper and Redeveloper of the improvements described herein.

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

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

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

u. Improvements described in this Amendment shall be in addition to other improvements described in the Redevelopment Agreement.

v. This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on:

- (1) Grant of \$3.0 million or such other amount determined by the City, awarded and distributed under the City's Economic Development Program in such form and on such terms and conditions as approved by the City, to or for the benefit of Event Venue Redeveloper or any related entity for the Event Venue, subject to compliance with any applicable procedural or other requirements and a perpetual right of City or its designee to use Event Venue each calendar year on days that events are not previously scheduled for events of Event Venue Redeveloper, for a total of not less than ten days per year, fully staffed by Event Venue Redeveloper and at no cost or expense to City or its designee, except actual costs of entertainment and labor, and no markup or profit. If ticket services are used for such events, Event Venue Redeveloper will provide ticket services at no cost or additional charge to City, its designee, or attendees. Such right of use by the City or its designee will be subject to any additional requirements specified in connection with the grant or as agreed in writing by the City and Event Venue Redeveloper. Designated representatives of Event Venue Redeveloper and City, no later than thirty days after this Amendment is executed, will develop a process for identifying and reserving dates of use each year pursuant to this subsection that is satisfactory to such representatives, which process will be subject to revision from time to time as the representatives mutually agree; and
- (2) Satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.

w. Notwithstanding anything this Amendment to the contrary:

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

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

y. This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other person or entity gaining or claiming any interest or lien within the Mixed Use Redevelopment Project Area or Public Improvement Redevelopment Project Area, including without limitation City Centre Property and Event Venue Property, as either Area shall be modified pursuant to this Amendment, the Amended Subdivision Agreement, Amended Redevelopment Plan, or otherwise from time to time. Immediately after this Amendment is executed, Redeveloper shall record it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, or E&W, or by any affiliated person or entity, within the Mixed Use Redevelopment Project Area or Public Improvement Redevelopment Project Area, as modified pursuant to this Amendment or the Amended Subdivision Agreement, including without limitation City Centre Property and Event Venue Property.

z. Recitals at the beginning of this Amendment and all documents, instruments, and Exhibits referenced in this Amendment are incorporated into this Amendment by reference.

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

bb. Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W each consents and agrees to, and agrees to be bound by, this Amendment and the Redevelopment Agreement as modified by this Amendment, as well as the Amended Redevelopment Plan and the Amended Subdivision Agreement.

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

dd. Redeveloper, One Percent, Mammoth and any entities formed in connection with the Event Venue shall be jointly and severally liable with respect to obligations, requirements, and performance applicable to Event Venue or Event Venue Redeveloper.

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

ff. Authorized Representative - Event Venue Redeveloper. The authorized representative and address of Event Venue Redeveloper for purposes of notice shall be Redeveloper at the address specified in the Redevelopment Agreement.

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

hh. Improvements described in this Amendment or in the Second Amendment to Subdivision Agreement shall be additional and supplemental and shall not reduce, restrict, or limit other improvements prescribed within the Mixed Use Redevelopment Project Area or the Public Improvement Redevelopment Project Area.

**[Remainder of Page Intentionally Left Blank.
Signature Pages to Follow.]**

LA VISTA COMMUNITY DEVELOPMENT AGENCY:

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, City Clerk, CMC

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this ___ day of _____, _____, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista and authorized to act on behalf of the La Vista Community Development Agency, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the Agency to be their voluntary act and deed and the voluntary act and deed of said Agency.

[Seal]

Notary Public

LA VISTA CAR WASH LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____day of _____, _____ by Christopher L. Erickson, Manager of La Vista Car Wash LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

CITY CENTRE I, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____day of _____, _____ by Christopher L. Erickson, Manager of City Centre I, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

TENANT/SECURED PARTY CONSENT

The undersigned, as the holder of a tenant interest or lien (“Tenant/Security Interest”) on property within the Mixed Use Redevelopment Project Area, as modified pursuant to the Second Amendment to Redevelopment Agreement above, (“Leased/Secured Property”), for itself and for all of its successors and assigns, hereby consents and agrees to the Second Amendment to Redevelopment Agreement above and execution thereof by the parties, and further consents and agrees that the Tenant/Security Interest and Leased/Secured Property shall be subject to such Second Amendment to Redevelopment Agreement.

Dated this _____ day of _____, _____.

_____, a _____

By _____

Its _____

STATE OF _____)

)ss.

COUNTY OF _____)

The foregoing Tenant/Secured Party Consent was acknowledged before me this ____ day of _____, _____ by _____, _____ of _____, a _____, on behalf of said _____.

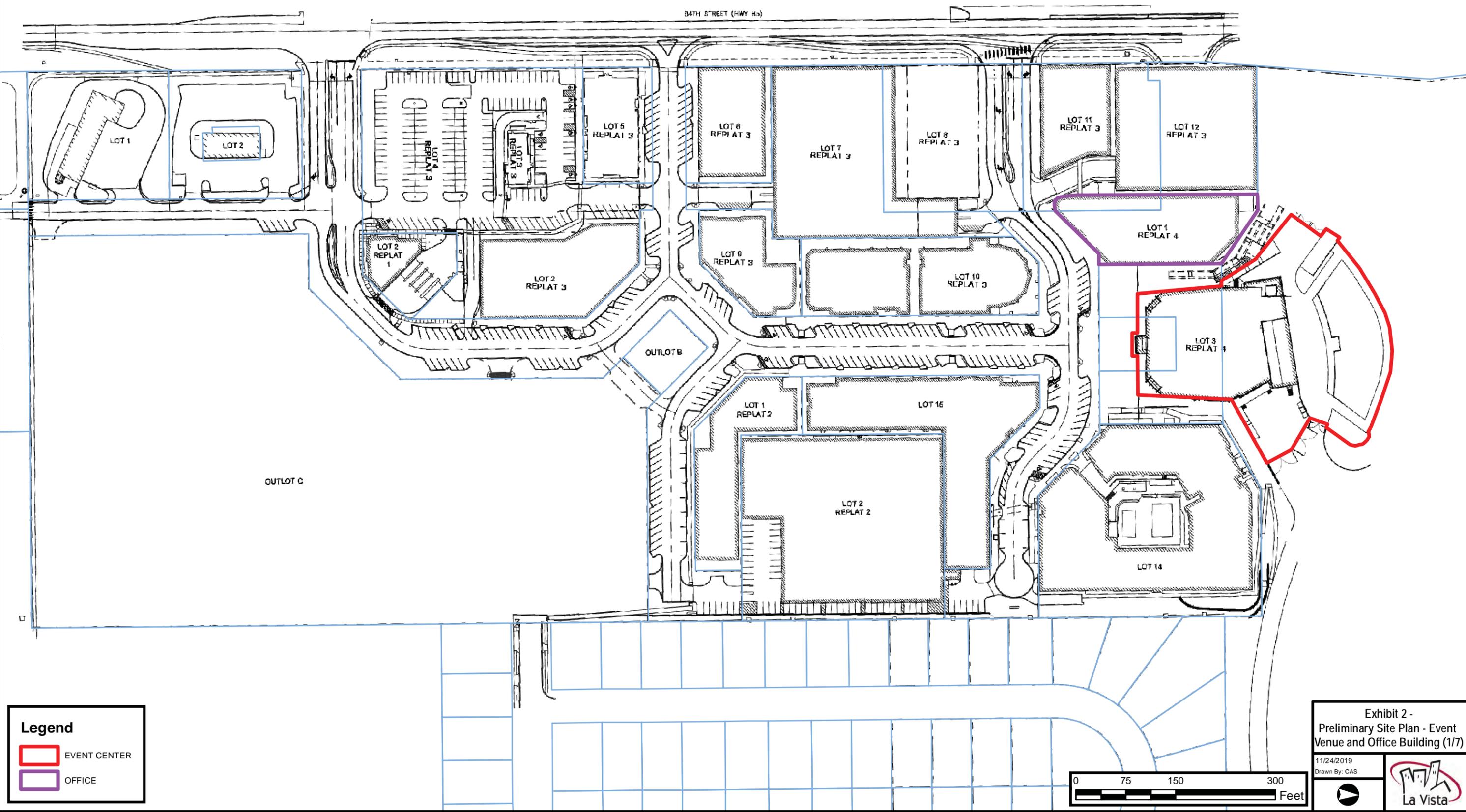
Notary Public

Mixed Use Redevelopment Project

Event Venue

Exhibit 2

34TH STREET (HWY 83)



Legend

- EVENT CENTER
- OFFICE

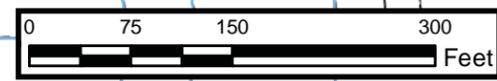


Exhibit 2 -
Preliminary Site Plan - Event
Venue and Office Building (1/7)

11/24/2019
Drawn By: CAS

Mixed Use Redevelopment Project

Event Venue

Additional Description

The Event Venue at a minimum shall have dimensions and features as described below, and an indoor capacity of approximately 2,400 persons and outdoor capacity of approximately 5,000 persons.

The Event Venue shall be available for use of the City or its designee for various City events. More specifically:

1. The City or its designee in perpetuity will have the option each calendar year, to use the Event Venue and related parking on days when other events are not previously scheduled for events of the Event Venue Redeveloper, for a total of not less than (10) days each year (together “City Events”). Use of the Event Venue for City Events will be provided fully staffed by the Event Venue Redeveloper and at no cost or expense to the City or its designee, except for actual costs of entertainment and labor, with no markup or profit; and
2. If tickets are used for City Events, Event Venue Redeveloper would provide ticket services, including ticket orders, sales, issuance, processing, and customer service, at no cost or additional charge to the City, its designee, or attendees.

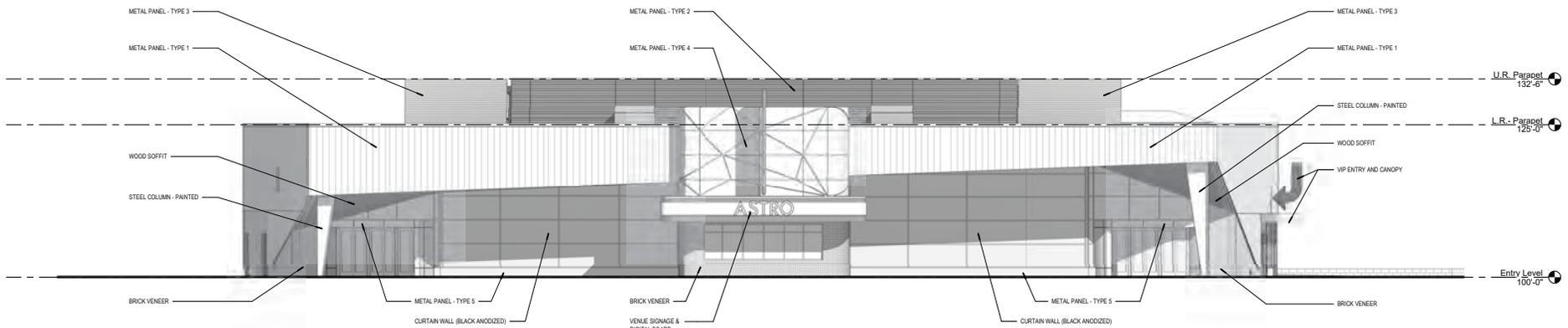
Any acoustics or other issues of outdoor events at the Event Venue will be addressed in a conditional use permit, if required, or other manner satisfactory to the City of La Vista. Operating parameters for outdoor events will be established by the City, including without limitation the number of events, times, and decibel levels permitted. For example, the following ending times are preliminarily proposed for outdoor events:

- a. Sunday through Thursday Nights: Ending all amplified sound by 10:30 pm.
- b. Friday and Saturday Nights: Ending all amplified sound by 11pm.

Exhibit 2



SOUTH ELEVATION - COLORED



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

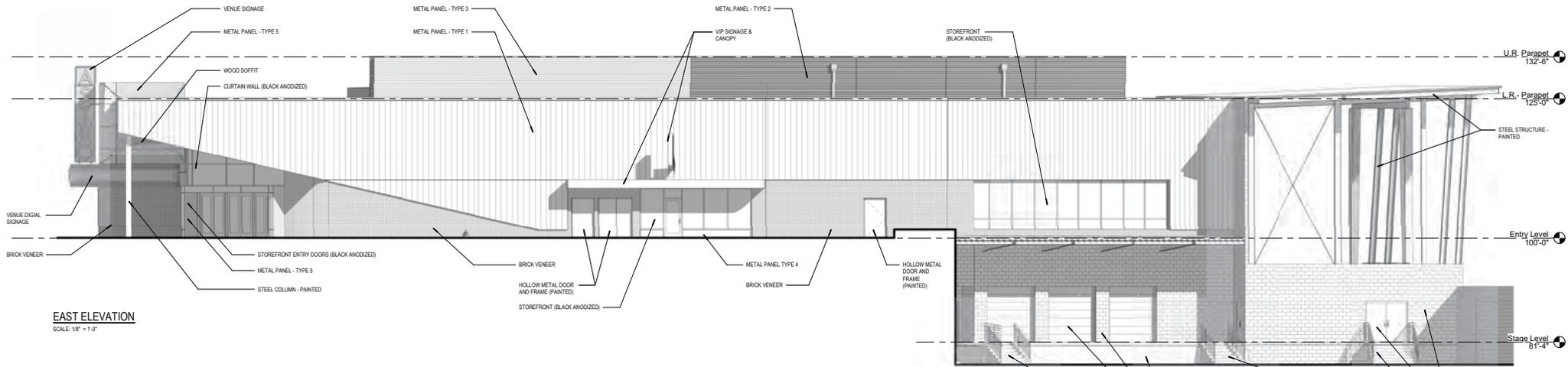
	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 INSULATED METAL PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x8x16) INTERGRAL COLOR: WOOD
	METAL PANEL TYPE 1 1/2" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x8x16) & VENEER (8x4x16) INTERGRAL COLOR: PEWTER

ASTRO THEATER

Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019



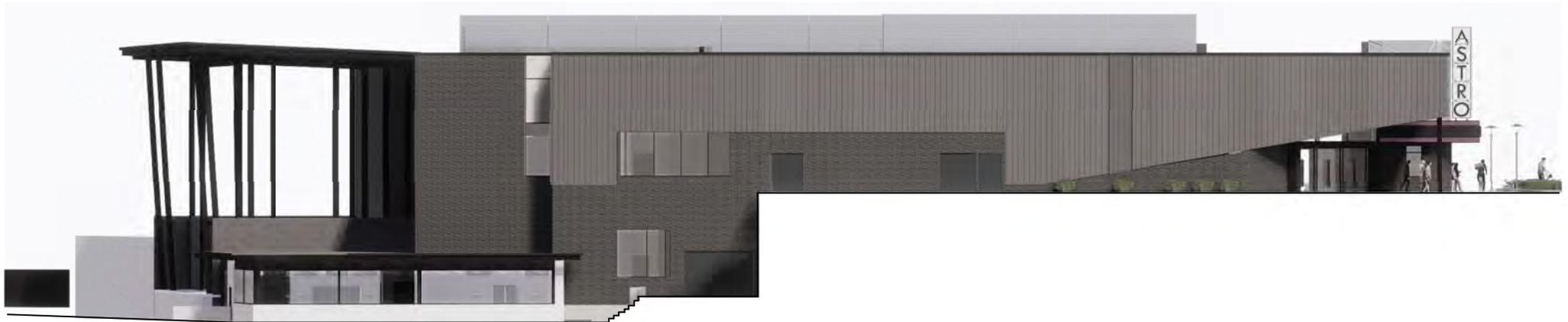
EAST ELEVATION - COLORED



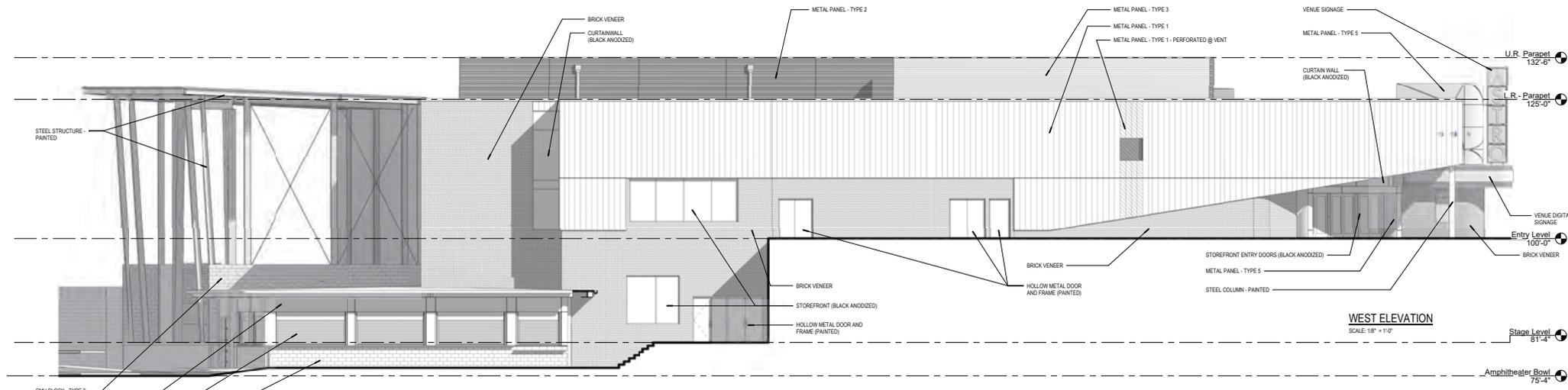
EAST ELEVATION
SCALE: 1/8" = 1'-0"

	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x8x16) INTERGAL COLOR: WOOL
	METAL PANEL - TYPE 1 1/8" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x8x16) & VENEER (8x4x8) INTERGAL COLOR: PEWTER

Exhibit 2
(4/7)



WEST ELEVATION - COLORED



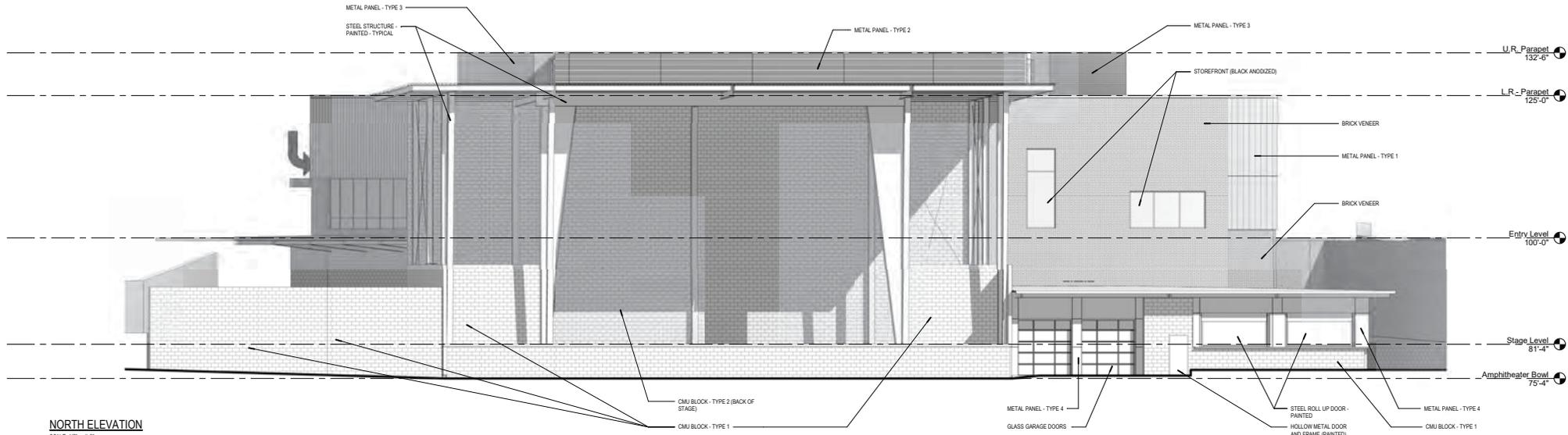
WEST ELEVATION
SCALE: 1/8" = 1'-0"

	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8in-16) INTERNAL COLOR: WOOL
	METAL PANEL TYPE 1 1 1/2" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8in-16) A VENEER (8in-16) INTERNAL COLOR: PEWTER

ASTRO THEATER
Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019



NORTH ELEVATION - COLORED



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

	BRICK VENEER MANGANESE BRONZEPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x8x16) INTERNAL COLOR: WOOL
	METAL PANEL - TYPE 1 1" OF FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x8x16) A VENEER (8x4x16) INTERNAL COLOR: PEWTER

ASTRO THEATER

Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019

Exhibit 2 (6/7)



ASTRO THEATER
Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019

Office Building Site

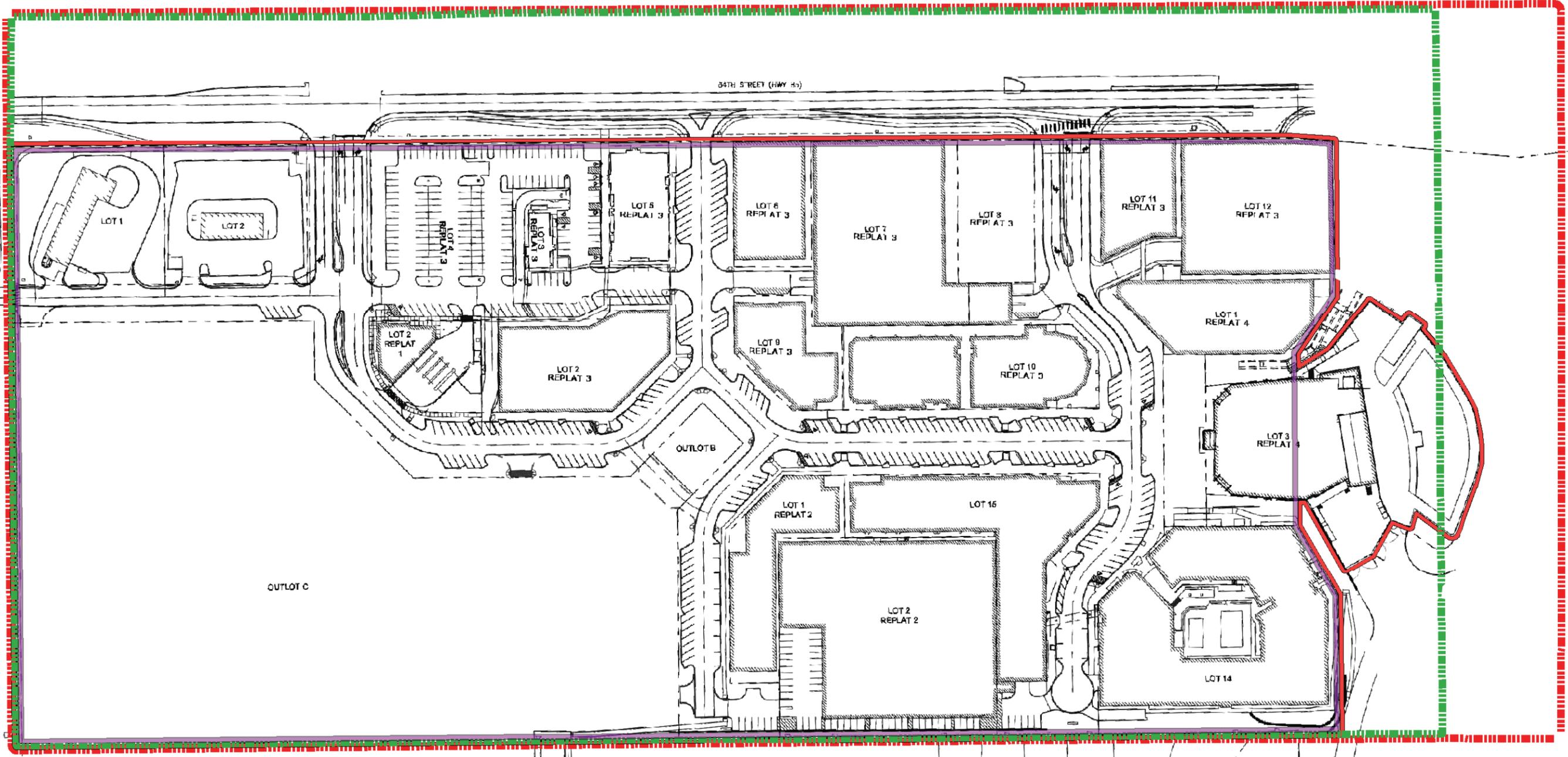
Exhibit 2



Mixed Use Redevelopment Project Area Boundaries, as Adjusted Pursuant to Second Amendment to Redevelopment Agreement

Adjusted boundaries of the Mixed Use Redevelopment Project Area pursuant to this Amendment No. 2 are preliminarily described below, provided, however, final boundaries shall be determined by survey and final design of such Event Venue, Office Building, and Transition Area Public Improvements, and adjusted and finalized as the City Engineer determines in his discretion necessary or appropriate to carry out the Amended Redevelopment Plan.

84TH STREET (HWY 45)

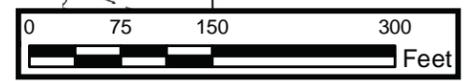


Legend

-  Entire Redevelopment Property - 2016 Redevelopment Agreement
-  Mixed Use Redevelopment Project Area - 2016 Redevelopment Plan Amendment No. 1
-  Entire Redevelopment Property - 2nd Amendment Redevelopment Agreement
-  Mixed Use Redevelopment Project Area - 2nd Amendment Redevelopment Agreement & Plan

Exhibit 2c -
Mixed Use Redevelopment,
Property, Project, and/or Area

12/3/2019
Drawn By: CAS

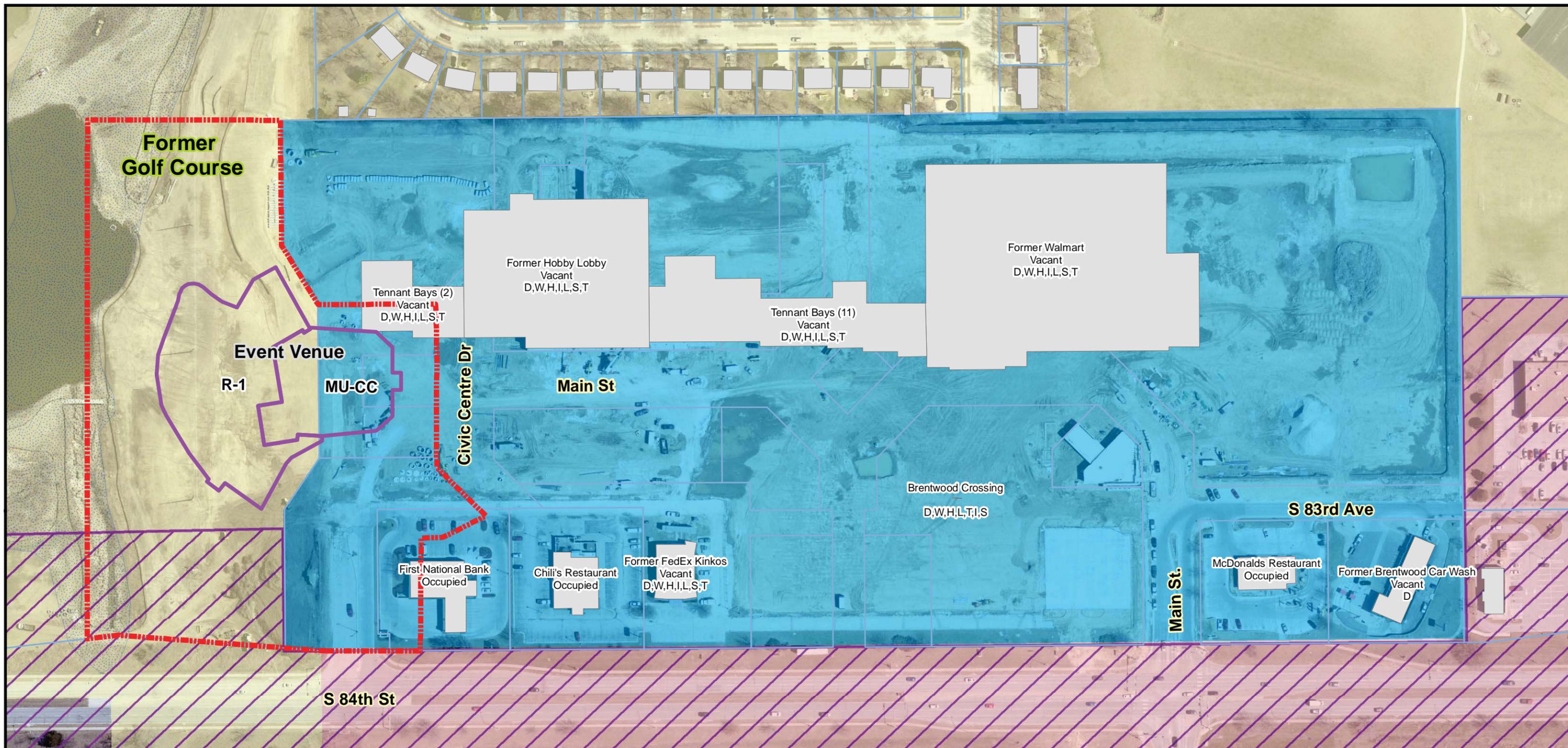
Proposed Replat

Exhibit 2e

Map Showing Existing Conditions and Uses

**Map Showing Existing Conditions and Uses of Parts of Mixed Use Redevelopment Project
Area Involved in Event Venue, Office Building and Other Improvements Pursuant to
Second Amendment to Redevelopment Agreement**

Exhibit 5(g)



D: Dilapidated, dilapidating, deteriorated, deteriorating, outdated, and/or obsolete buildings, structures, or improvements
 W: Danger to life or property by fire/other causes, and/or detrimental to public health, safety, morals or welfare
 H: Conducive to ill health or crime
 L: Defective or inadequate street or lot layout, and/or faulty lot layout in relation to size, adequacy, accessibility or usefulness
 T: Defective or unusual conditions of title, and/or diversity of ownership
 I: Insanitary or unsafe conditions, or inadequate provision for ventilation, light, air, sanitation or open space
 S: Improper subdivision, obsolete platting, and/or other substandard or blighted conditions

Zoning

- C-1 Shopping Center Commercial
- MU-CC Mixed Use City Centre
- R-1 Single-Family – Residential
- Gateway Corridor

* Specified zoning subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

NOTE: Existing Conditions and uses as of August 2, 2016 prior to approval of Redevelopment Plan Amendment No. 1, Redevelopment Agreement, and other documents and commencement of redevelopment, demolition, clearing, site preparation, and construction.

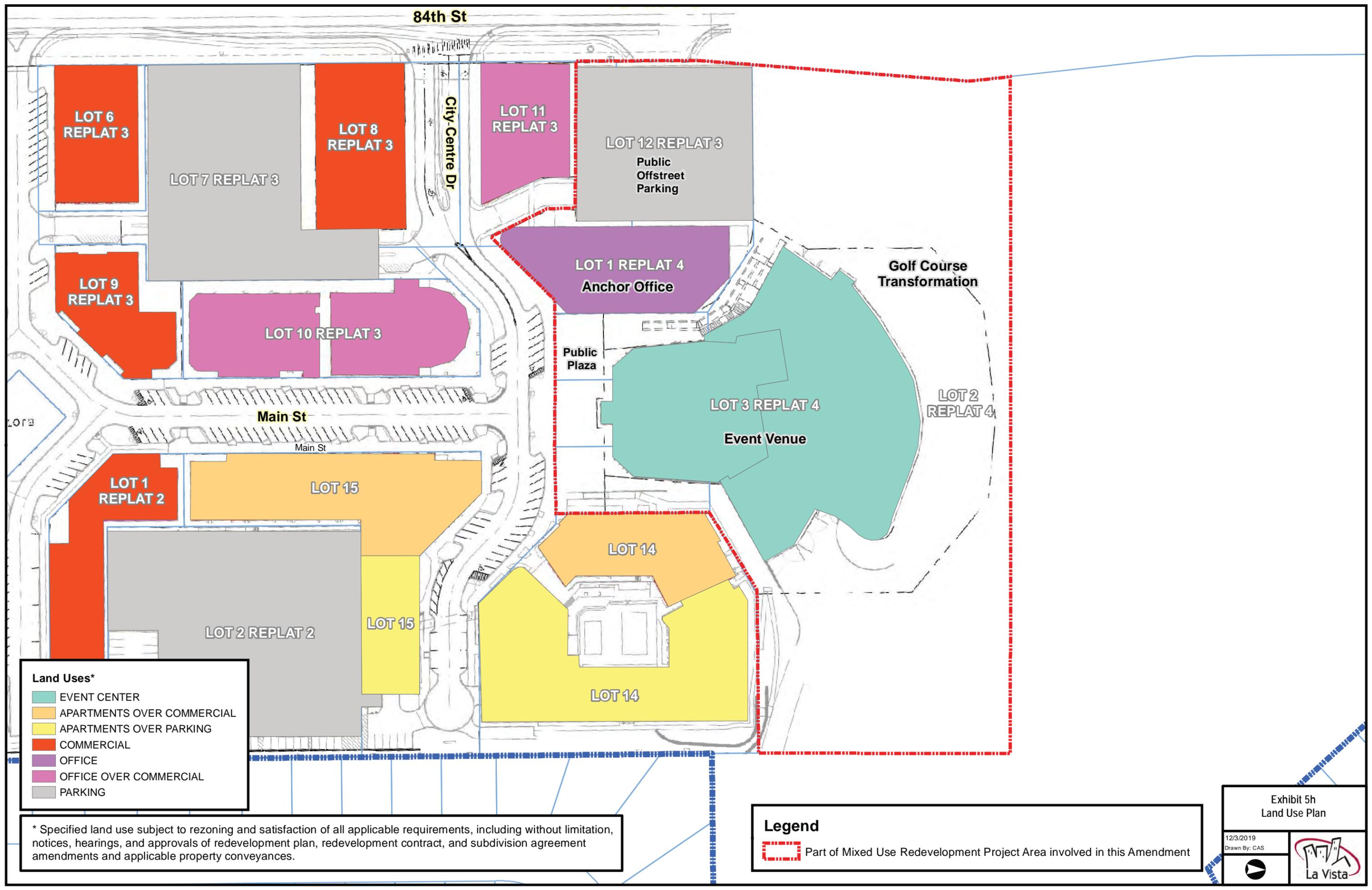
Second Amendment to Redevelopment Agreement - Subject Area

Exhibit 5g
Existing Conditions
and Uses

11/27/2019
Drawn By: CAS

Land-Use Plan Showing Proposed Uses of the Area
Preliminary Land-Use Plan Showing Proposed Uses of Parts of Mixed Use Redevelopment
Project Area Involved in Second Amendment to Redevelopment Agreement

Exhibit 5(h)



Land Uses*

Teal	EVENT CENTER
Orange	APARTMENTS OVER COMMERCIAL
Yellow	APARTMENTS OVER PARKING
Red	COMMERCIAL
Purple	OFFICE
Pink	OFFICE OVER COMMERCIAL
Grey	PARKING

* Specified land use subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

Legend

 Part of Mixed Use Redevelopment Project Area involved in this Amendment

Exhibit 5h
Land Use Plan

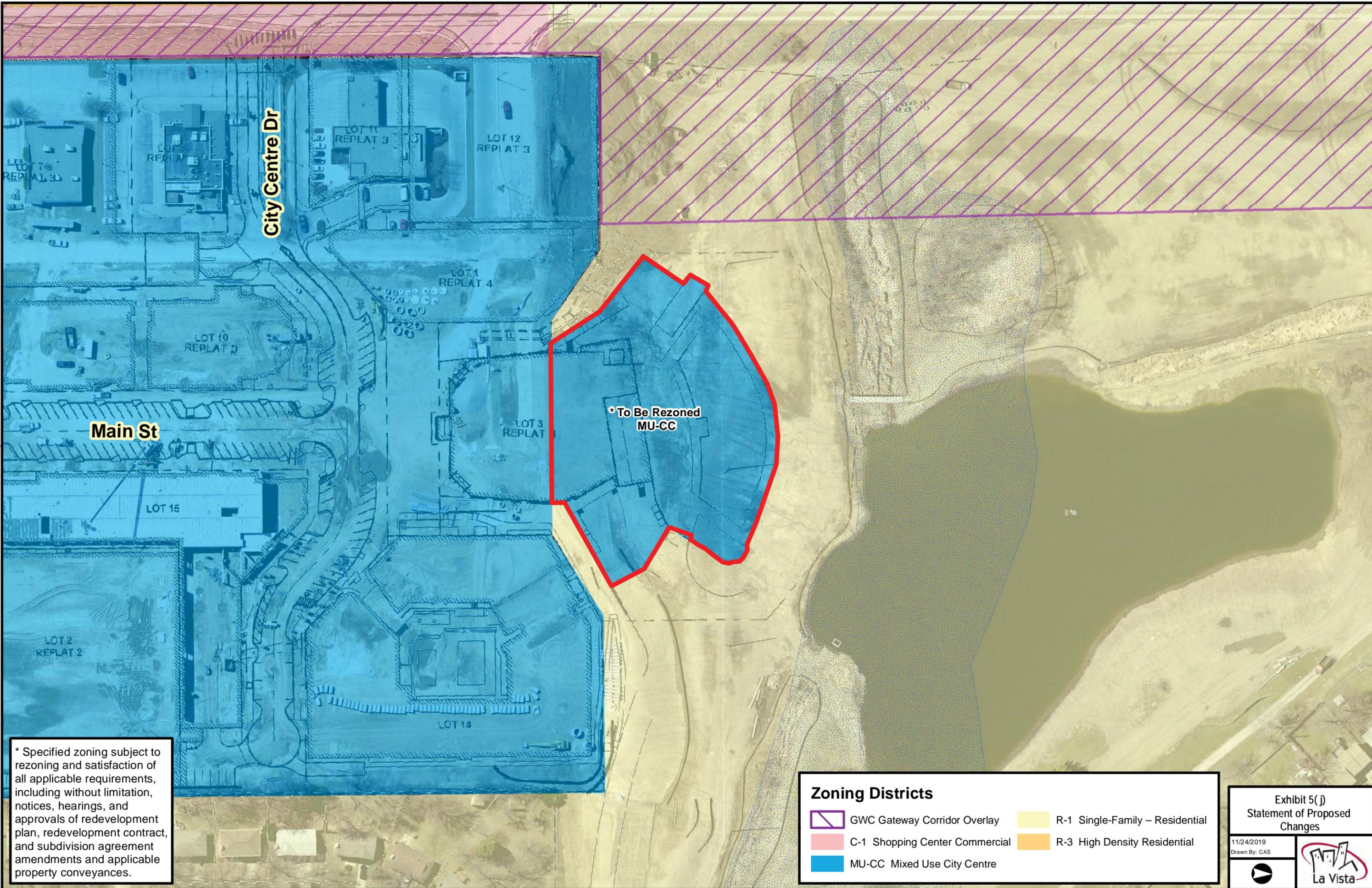
12/3/2019
Drawn By: CAS



Statement of Proposed Changes in Zoning, Streets, or Building Codes

**Preliminary Statement of Proposed Changes in Zoning Ordinances or Maps, Street
Layouts, Street Levels or Grades, Building Codes or Ordinances, or Planning Changes in
Connection with Event Venue, Office Building or Second Amendment to Redevelopment
Agreement**

Exhibit 5(j)



* Specified zoning subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

Zoning Districts

 GWC Gateway Corridor Overlay	 R-1 Single-Family – Residential
 C-1 Shopping Center Commercial	 R-3 High Density Residential
 MU-CC Mixed Use City Centre	

Exhibit 5(j)
Statement of Proposed Changes

11/24/2019
Drawn By: CAS



Site Plan of Mixed Use Redevelopment Project Area
Preliminary Site Plan Including Parts of the Mixed Use Redevelopment Project Area
Involved in Second Amendment to Redevelopment Agreement

See Exhibit 2 for Preliminary Site Plan

Exhibit 5(k)

Statement of Additional Public Facilities or Utilities

Preliminary Statement of Kind and Number of Additional Public Facilities or Utilities Required to Support New Land Uses in Parts of the Mixed Use Redevelopment Project Area Involved in Second Amendment to Redevelopment Agreement After Redevelopment

The kind and number of additional public facilities or utilities required to support new land uses in parts of the Mixed Use Redevelopment Project Area involved in this Amendment after redevelopment, in addition to Redeveloper Public Improvements or any other facilities or improvements within such Area as described or depicted in the Amended Subdivision Agreement, are preliminarily projected to include without limitation:

- Public street, emergency vehicle, and right of way construction and improvements, including sidewalks, on-street or other public parking, lighting and signage within the Mixed Use Redevelopment Project Area;
- Public pedestrian ways, stairs, and ramps;
- Public plazas, shelters, and recreational, restroom, concession, and other public areas, facilities, or improvements;
- Public utilities work or projects, including without limitation, sanitary sewer relocation, sanitary or storm sewer improvements, along with water, power, gas, data, and communication facilities within the Mixed Use Redevelopment Project Area, as the City Engineer determines necessary or appropriate;
- Public streetscape improvements, landscaping improvements, façade enhancements, retaining walls or other retention structures; and
- Construction of public parking lots, facilities, or other structures.

Exhibit 5(l)

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

SECOND AMENDMENT TO SUBDIVISION AGREEMENT

This Second Amendment to Subdivision Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section 9cc below by and between the City of La Vista, a Nebraska municipal corporation (“City”), La Vista City Centre, LLC, a Nebraska limited liability company, (“Subdivider”), One Percent Productions, L.L.C., a Nebraska limited liability company, (“One Percent”), Mammoth, Inc., a Kansas corporation authorized to do business in Nebraska, (“Mammoth”) (together Subdivider, One Percent, and Mammoth sometimes are referred to herein as “Event Venue Subdivider”), La Vista Car Wash LLC, a Nebraska limited liability company (“Car Wash”), City Centre I LLC, a Nebraska limited liability company, (“City Centre I”), and E&W Holdings, LLC, a Nebraska limited liability company (“E&W”).

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

A. The Mayor and City Council in 2012 declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment. To eliminate and prevent recurrence of the substandard and blighted area, the Mayor and City Council in 2013 adopted the Redevelopment Plan - 84th Street Redevelopment Area, as amended in 2016 by Amendment No. 1 and providing for a Mixed Use Redevelopment Project and tax increment financing (“TIF”) in response to a redevelopment application (“Redevelopment Application”) submitted by Subdivider with the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by Ordinance No. 1167 (“CDA”), and a Public Improvement Redevelopment Project (“Redevelopment Plan”), which Redevelopment Plan included indoor and outdoor event center, amphitheater, and other private and public improvements.

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

Upon Recording Please Return To:
Fitzgerald, Schorr PC LLO
Attn: Tom McKeon
10050 Regency Circle
Omaha, NE 68114

Centre Replat 3 (“Replat 3”). Lot ownership is as follows:

- (i) La Vista Car Wash, as successor of LVCC, owns: Lot 1, La Vista City Centre,
- (ii) Subdivider owns:
 - Lots 2 and 13 and Outlot C, La Vista City Centre,
 - Lot 1, La Vista City Centre Replat 2, and
 - Lots 1, 2, 3, 4, 5, 6, 8, 9, 11 and 12, La Vista City Centre Replat 3. E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat 3, and
- (iii) City Centre I, as successor of LVCC, owns:
 - Lots 14 and 15, La Vista City Centre,
 - Lot 2, La Vista City Centre Replat 1, and
 - Lot 10, La Vista City Centre Replat 3 (lots described in subsections “i” through “iii” together are referred to herein as “City Centre Property”); and
- (iv) The City of La Vista owns:
 - Outlots A and B, La Vista City Centre,
 - Lot 2, La Vista City Centre Replat 2, and
 - Lot 7, La Vista City Centre Replat 3.

C. City and Subdivider pursuant to the Redevelopment Plan entered into a Subdivision Agreement dated December 1, 2016 and recorded with the Register of Deeds of Sarpy County, Nebraska on December 2, 2016 as Instrument No. 2016-31244 with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area (“Original Subdivision Agreement”), as amended by the First Amendment to Subdivision Agreement dated on or about December 19, 2019 in connection with Replat 3 (“First Amendment”) (the Original Subdivision Agreement as amended by the First Amendment together are referred to herein as “Subdivision Agreement”).

D. La Vista City Centre, LLC and CDA pursuant to the Redevelopment Plan entered into a Redevelopment Agreement, dated November 29, 2016, (the “Initial Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended by a First Amendment dated September 19, 2017 (the Initial Redevelopment Agreement as amended by the First Amendment together are referred to herein as “Redevelopment Agreement”).

E. The Mayor and City Council on or about March 3, 2020 adopted Amendment No. 2 to the Redevelopment Plan to provide further specification with respect to certain improvements of the Mixed Use Redevelopment Project and related TIF as proposed in supplements to the Redevelopment Application, and of the Public Improvement Redevelopment Project, including without limitation the indoor and outdoor event venue and anchor office building, and public improvements described in this Amendment (the Redevelopment Plan, as previously amended, together with Amendment No. 2 are referred to herein as the “Amended Redevelopment Plan”), which Amended Redevelopment Plan as on file with the La Vista City Clerk is incorporated into this Amendment by reference and shall be binding on all Event Venue Property (defined infra) and on all City Centre Property, and all rights or interests therein, and on Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W, and each of them and

their respective successors and assigns.

F. La Vista City Centre, LLC, One Percent, Mammoth, and CDA, pursuant to the Amended Redevelopment Plan, entered a Second Amendment to Redevelopment Agreement on or about even date with this Amendment to provide further specification with respect to such Improvements of Subdivider and Event Venue Subdivider pursuant to the Mixed Use Redevelopment Project and related TIF within the Mixed Use Redevelopment Project Area, as modified pursuant to the Second Amendment, including, without limitation, the state of the art indoor and outdoor, best in market specialty performance event venue and related improvements by Event Venue Subdivider on Lot 13, La Vista City Centre, and such other parcels as more specifically described infra as Event Venue Property, at a scale and operated in a manner to draw new performers to the market (“Event Venue”), an anchor Class A office building, preliminarily projected to have at least 90,000 square feet of leasable tenant office space, and related improvements by Subdivider on Lot 1, La Vista City Centre Replat 3 (“Office Building”), and such other Improvements or matters approved by City as set forth in such Second Amendment (the Redevelopment Agreement as amended by the Second Amendment to Redevelopment Agreement together are referred to herein as “Amended Redevelopment Agreement”). The CDA found and determined that such improvements advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted 84th Street Redevelopment Area, and serve additional public purposes of attracting visitors to the 84th Street Redevelopment Area and City, expanding the array of entertainment and employment opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services, which findings the City hereby ratifies, affirms, and approves. Provisions of the Amended Redevelopment Agreement are incorporated herein by this reference and the parties shall be bound by them.

G. Subdivider, One Percent, Mammoth, and City, pursuant to the Amended Redevelopment Plan, desire to enter this Second Amendment to Subdivision Agreement with respect to certain public improvements of the Public Improvement Redevelopment Project. City finds and 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, recreational facilities, public right of way, and public off-street parking, for public purposes that include advancement of redevelopment within the 84th Street Redevelopment Area, eliminating and preventing recurrence of the substandard and blighted Area, promoting safe and uncongested traffic flows through, in and around Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to I-80 and other parts of the metropolitan area, and providing public amenities for use of the general public. Additionally, Subdivider, One Percent, and Mammoth, together with Car Wash, City Centre I and E&W as successors of Subdivider within the 84th Street Redevelopment Area, desire to consent with respect to designation of such Area as one or more enhanced employment areas pursuant to Neb. Rev. Stat. Section 18-2101 et seq. The City determines that the Public Improvement Redevelopment Project and Mixed Use Redevelopment Project, as modified pursuant to this Amendment or the Second Amendment to Redevelopment Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, City, and its residents.

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

1. Definitions. Unless otherwise defined in this Amendment or clearly indicated by the context, capitalized terms will have the meanings set forth in the Subdivision Agreement.
2. Subdivider Improvements. As part of Subdivider Improvements and Mixed Use Redevelopment Project, Event Venue Subdivider at its cost will design, construct, own, manage, operate, maintain, replace, and repair the Event Venue, and Subdivider at its cost will design, construct, own, manage, operate, maintain, replace, and repair the Office Building, as preliminarily described or depicted in the Amended Redevelopment Agreement, and any related Subdivider Public Infrastructure, Subdivider Private Infrastructure, or Shared Private Infrastructure, in accordance with the Amended Redevelopment Agreement and this Amendment. Final layout, facilities, improvements, and features of such improvements will be set forth in final Plats and site plans approved by the City, subject to any subsequent additions, subtractions, or changes approved by the City. Design of such improvements shall be subject to approval of the City pursuant to the Amended Redevelopment Agreement. The Event Venue will be constructed as part of Phase I Subdivider Improvements, and minimum investment and minimum uses pursuant to Section 2 of the Original Subdivision Agreement shall be modified accordingly as follows:
 - i. Minimum Investment: Event Venue Subdivider shall spend a minimum of \$20,000,000.00 to acquire, design, construct and equip the Event Venue, excluding land costs. Minimum investment for Phase I Subdivider Improvements as specified in Section 2 of the Original Subdivision Agreement shall increase from \$80,000,000 to \$90,000,000.00.
 - ii. Minimum Uses: Minimum Retail Space of the Minimum Uses shall be modified as follows:
 - a. Phase I Subdivider Improvements:
 - (I) Minimum Retail Space: The minimum Retail Space in Phase I Subdivider Improvements shall remain unchanged at 80,000 square feet, provided, however, square footage of the Event Venue shall be excluded for purposes of determining whether or not such requirement has been satisfied.
 - b. Minimum Retail Space - all phases: Minimum Retail Space required for Phase I Subdivider Improvements and all subsequent phases shall remain unchanged at 180,000 square feet, provided, however, square footage of the Event Venue shall be excluded for purposes of determining whether or not such requirement has been satisfied.
3. Public Improvements. As part of the Public Improvements, the City will acquire additional Property for City Improvements and, except for any improvements provided by Subdivider or any lot owner, City, at its cost or CDA cost, will design, construct, own, operate, and

maintain, as part of the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area in the vicinity of the transition from mixed use to recreational improvements and such other areas as specified, public improvements or work as preliminarily described or depicted in Exhibits 3-1 and 3-2, and such other work, improvements, or requirements as the City Engineer from time to time may determine necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan (“Transition Area Public Improvements”); provided, however, construction of public offstreet parking facilities on Lot 7, La Vista City Centre Replat 3 previously was provided under and authorized in connection with the Original Subdivision Agreement. All public improvements, works, and actions as the City Administrator, City Engineer, or her or his designee determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement, or Amended Redevelopment Plan are authorized. Facilities, features, components, designs, quantities, requirements, and locations of Transition Area Public Improvements to be constructed will be subject to final plans and specifications and any additions, subtractions, or modifications as the City Administrator, City Engineer or her or his designee from time to time determines necessary or appropriate.

i. Additional Property for Public Improvements. The City will acquire additional Property for City Improvements as preliminarily described or depicted in Exhibit 3(i)-1 and such other property, rights, or interests from time to time as the City Administrator or City Engineer or her or his designee from time to time determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan (“Additional Property for Public Improvements”); provided, however, acquisition of property in the vicinity of City Centre Drive previously was provided under and authorized in connection with the Original Subdivision Agreement. Parcels, locations, boundaries, quantities, requirements, and interests of or in Additional Property for Public Improvements will be determined by the City Administrator or City Engineer or her or his designee, subject to final plans, specifications, and surveys, and any additions, subtractions, or modifications as she or he from time to time determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan. Acquisition of Additional Property for Public Improvements, and all acquisitions and conveyances of all property, property rights, title or interests, or portions thereof or therein, that the City Administrator or City Engineer or her or his designee determines are necessary or appropriate to carry out or otherwise in connection with the Transition Area Public Improvements, Public Improvement Redevelopment Project, this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan, are authorized and deemed to be necessary or incidental to the Public Improvement Redevelopment Project, proper clearance, development, or redevelopment of the substandard and blighted 84th Street Redevelopment Area and eliminating and preventing recurrence of the substandard and blighted Area. Not in limitation of the foregoing provisions of this subsection 3(i), Additional Property for Public Improvements preliminarily described or depicted in Exhibit 3(i)-1 and having a preliminary estimated cost of approximately \$1.1 million (excluding the cost of any such property the acquisition of which previously was authorized in connection with the Original Subdivision

Agreement), plus any additional costs agreed by the City Administrator, City Engineer, or her or his designee, shall be acquired by cash, exchange of property, or such other consideration as determined sufficient consideration by the City Administrator, City Engineer, or her or his designee, pursuant to negotiated agreement or such other method as she or he approves. Provided, City property preliminary described or depicted in Exhibit 3(i)-2 has been taken out of use, no longer is needed by City for public uses, purposes, or plans and shall be available and conveyed in exchange for Additional Property for Public Improvements, along with any other property or consideration as the City Administrator or City Engineer on behalf of the City or CDA designates or determines appropriate. All real property and interests therein to be conveyed in exchange for additional property the City or CDA requires to carry out this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan is referred to in this Amendment as "Surplus Property". Parcels, locations, boundaries, quantities, requirements, and interests of or in Surplus Property will be determined by the City Administrator or City Engineer or her or his designee, subject to final plans, specifications, and surveys, and any additions, subtractions, or modifications as she or he from time to time determines necessary or appropriate. Conveyance of Surplus Property preliminarily described or depicted in Exhibit 3(i)-2 shall be subject to the condition that such property, together with Lot 13, La Vista City Centre, (such Surplus Property and Lot 13 together, as replatted pursuant to Section 4 below, referred to herein as "Event Venue Property") shall be jointly and solely used for construction, operation, and continued use of and as the Event Venue in accordance with the Amended Redevelopment Plan, which is deemed to be in the public interest and in furtherance of the purposes of the Community Development Law and eliminating and preventing recurrence of the substandard and blighted area; the failure of which condition shall allow the City at its option to resume title to such property. The City by approving this Amendment hereby finds and determines that such Surplus Property is exchanged for fair value for uses in accordance with the Amended Redevelopment Plan, provided, however, the City Administrator or City Engineer, or her or his designee, on behalf of the City shall take into account and give consideration to uses and purposes required by such Amended Redevelopment Plan, restrictions upon, and covenants, conditions, and obligations assumed by the redeveloper of such property, the objectives of such Amended Redevelopment Plan for the prevention of the recurrence of substandard and blighted areas, and any other matters as the City, the City Administrator, City Engineer or its, her or his designee shall specify as being appropriate in the public interest or to carry out the Community Development Law. Other consideration, if any, may include cash at closing at a price per square foot determined by the City Engineer or his designee in accordance with applicable law. In fixing selling prices and any Surplus Property or other consideration to be exchanged for additional property the City or CDA requires to carry out this Amendment, the City Administrator, City Engineer or her or his designee on behalf of the City shall give consideration to appraisals of such property for uses in accordance with the Amended Redevelopment Plan made by land experts employed by the City or CDA. The parties, by executing this Amendment, agree that any Surplus Property or Additional Property for Public Improvements shall be conveyed by warranty deed or other instrument satisfactory to the City Administrator or City Engineer, free of encumbrances except as set forth in this Amendment or otherwise acceptable or approved before closing. Any purchase

agreements, closings, or conveyances for property to be exchanged shall be in, at and on such form, content, times, terms and conditions as satisfactory to the City Administrator or City Engineer, subject to satisfaction of any applicable provisions of the Amended Redevelopment Plan, laws, regulations or other guidance.

ii. Estimated Costs for Transition Area Public Improvements. Preliminary estimated cost of Transition Area Public Improvements is set forth in Exhibit 3(ii), in addition to the cost of Additional Property for Public Improvements, as preliminarily estimated above. Final requirements and costs of the Additional Property for Public Improvements and Transition Area Public Improvements will be subject to (i) approval of the City, or the City Engineer or City Administrator or his or her designee, or otherwise in accordance with any applicable agreement, instrument, laws or regulations, and (ii) final plans, specifications, and any additions, subtractions, or modifications from time to time as the City Engineer, City Administrator, or his or her designee from time to time determines necessary or appropriate.

iii. Notwithstanding anything in this Amendment to the contrary, any requirement with respect to the Public Improvement Redevelopment Project at the election of the City or CDA may be financed, funded, and carried out by the City or CDA based on any authority and utilizing any taxes, funds, sources, resources, authority, or structures whatsoever of or available to the City or CDA under the Community Development Law or any other applicable laws.

4. Replats and Final Plans. A proposed replat in connection with improvements described in this Amendment is attached hereto as Exhibit 4. Improvements described in this Amendment shall be subject to one or more Subsequent Replats as the City Engineer determines necessary or appropriate and approved by the City Council. Replats, final site plans and designs, boundaries, dimensions, components, and features in connection with the Transition Area Public Improvements preliminarily described in this Amendment or other improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the Subdivision Agreement as amended by this Amendment, the Amended Redevelopment Agreement, or applicable laws or regulations, as such Amendment, Subdivision Agreement, Amended Redevelopment Agreement, or laws or regulations might be amended from time to time. Improvements described in this Amendment or the Amended Redevelopment Agreement shall be subject to closing on all real property conveyances in accordance with applicable laws as Subdivider, Event Venue Subdivider, and City Engineer determine necessary or appropriate. Before the City releases any plat or replat for recording, Subdivider or Event Venue Subdivider shall provide for recording all easements that the City or CDA requires, as determined by the City Engineer to his satisfaction. Notwithstanding anything in this Amendment to the contrary, replats, site plans and designs, boundaries, dimensions, components, and features of improvements are preliminarily described in this Amendment and shall be subject to adjustment and finalization as the City Engineer determines necessary or appropriate to carry out the Amended Redevelopment Plan.
5. Subdivider Infrastructure. As part of the Subdivider Shared Infrastructure or Subdivider Public Infrastructure, Subdivider and Event Venue Subdivider at their cost shall design, construct, operate, repair, replace and maintain the additional improvements specified in

Exhibit 5 (“Additional Subdivider Infrastructure Improvements”) as part of Phase I Subdivider Improvements, except to the extent performed by the Association pursuant to the CCRs. A preliminary cost estimate to design and construct said infrastructure improvements is included in Exhibit 5. Before the City releases any plat or replat for recording, Subdivider or Event Venue Subdivider shall provide (i) a copy of the amendment to the CCRs adding responsibilities of the Association with respect to the Additional Subdivider Infrastructure Improvements to the satisfaction of the City Engineer, and (ii) a surety bond satisfactory to the City Engineer in the amount of 110% of the total estimated cost to design and construct Additional Subdivider Infrastructure Improvements.

6. Schedule.

- i. Construction of Event Venue by Event Venue Subdivider, and construction of Transition Area Public Improvements by City, with the exception of Additional Public Parking Facilities on Lot 12, as described in Exhibit 3-2, are anticipated to begin at or about the same time in the first half of 2020. Event Venue Subdivider will complete and open to the public for business the Event Venue, and the City will construct and complete the Transition Area Public Improvements preliminarily described or depicted in Exhibits 3-1 and 3-2 for public use, with the exception of Additional Public Parking Facilities on Lot 12, according to schedules established by the City Engineer and the representative of Event Venue Subdivider in accordance with this Amendment. For this purpose, the representative of Event Venue Subdivider shall be Chris Erickson. Grand Opening will be achieved for the Event Venue no later than Grand Opening of Phase I Subdivider Improvements. Transition Area Public Improvements, with the exception of Additional Public Parking Facilities on Lot 12, shall be substantially completed by City and available for use of the public by the Grand Opening.
- ii. Construction of the Office Building by Subdivider shall begin and be completed and available for occupancy on and within such dates and timeframes as determined by the City Engineer and Subdivider.
- iii. Construction of Additional Public Parking Facilities on Lot 12 will commence upon satisfaction of applicable conditions specified in Exhibit 3-2.
- iv. City, Event Venue Subdivider, and Subdivider will cooperate and coordinate design and phasing of construction of their respective improvements pursuant to this Amendment for the work to be phased, commenced, and completed in an efficient and timely manner in accordance with this Amendment

7. Taxes. CDA in prior actions including Resolution No. 16-084 and Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area (“Amendment No. 1”) found, determined, and designated the 84th Street Redevelopment Area, which includes the Public Improvement Redevelopment Project Area and does not exceed 600 acres, as appropriate for one or more renewal projects, a community redevelopment area, and eligible for imposition of an occupation tax, to be carried out by the City in one or more actions or phases from time to time to specify enhanced employment area boundaries and

levies therein, which findings, determinations, and designations CDA subsequently ratified, affirmed, and approved. CDA and City intend that ultimately each area of the 84th Street Redevelopment Area will be within boundaries of one or more designated enhanced employment areas, with the designations to occur in one or more phases or actions determined by the City in its sole discretion. An initial enhanced employment area described in or determined in accordance with Exhibit 7(1) is approved (“84th Street Enhanced Employment Area 1”), which area includes without limitation the City Centre Property and Event Venue Property. Not in limitation of the foregoing, Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W, each with respect to all real property or interests therein that it now or hereafter directly or indirectly has or owns or shall have or own within such 84th Street Enhanced Employment Area 1, hereby consents and agrees to the designation of boundaries and to designation of 84th Street Enhanced Employment Area 1 as an enhanced employment area. The parties further consent and agree to the classifications of businesses, users of space, or kinds of transactions as reasonable and to the impositions and the levies of general business occupation taxes within 84th Street Enhanced Employment Area 1 as provided in Exhibit 7(2) (“84th Street Enhanced Employment Area 1 GBOT” or “Area 1 GBOT”) for the purpose of paying all or any part of the costs and expenses of any redevelopment project as approved or modified from time to time within 84th Street Enhanced Employment Area 1, including without limitation all costs and expenses of CDA or City in connection with payment, funding, refunding, reimbursing, financing, or refinancing of any costs or expenses previously, currently, or in the future incurred or paid by the City or CDA in connection with planning, designing, engineering, legal services, financing, capitalized interest, demolition, development, site acquisition, grading, preparation, utilities, relocations, improvements, construction, maintenance, operations, repairs, replacements, or any other works, expenditures, or undertakings with respect to the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended from time to time. Proceeds of any such taxes shall be pledged or used in such manner as specified or approved from time to time by the City Council or City Administrator, or its or her designee. Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W each agrees that (i) further notice or consent of any such party pursuant to Neb. Rev. Stat. section 18-2119(2) or otherwise shall not be required before or otherwise in connection with any action of the City or CDA to adopt, implement or carry out 84th Street Enhanced Employment Area 1, the Area 1 GBOT, or this Section 7, including without limitation, any action to designate the enhanced employment area or to adopt, implement, levy, collect, pledge, apply, or use proceeds of general business occupation taxes, and (ii) it shall not directly or indirectly challenge or contest, or support or encourage any other person or entity to challenge or contest, 84th Street Enhanced Employment Area 1, the Area 1 GBOT, or any such action of City or CDA. Approval of this Amendment by City and approval of the Second Amendment to Redevelopment Agreement by CDA shall be deemed an agreement of City and CDA as to designation of 84th Street Enhanced Employment Area 1 and imposition and levy of the Area 1 GBOT therein, among the other matters set forth in the respective amendments

City Council of City, in connection with approval of Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, determined that applicable requirements of Neb. Rev. Stat. Section 18-2116(2) were satisfied, which determination

the parties hereby ratify, affirm, and approve in connection with this Amendment and designation of 84th Street Enhanced Employment Area 1, based on the following as Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W each represents and warrants to the City, effective as of the date of this Amendment through its recordation with the Sarpy County Register of Deeds:

- a. Together they hold fee title and all other interests of or to all real property within 84th Street Enhanced Employment Area 1, with the exception of utility easements of record, public right of way, or real property owned by the City of La Vista;
- b. New investment within such 84th Street Enhanced Employment Area 1 will result in at least twenty new employees and new investment of at least five million dollars, or otherwise satisfy applicable requirements of Neb. Rev. Stat. Section 18-2116(2); and
- c. Any business within the area described in subsection “a” above that has one hundred thirty-five thousand square feet or more and annual gross sales of ten million dollars or more shall provide an employer-provided health benefit of at least three thousand dollars annually to all new employees who are working thirty hours per week or more on average and have been employed at least six months.

Except to the limited extent expressly provided in the Initial Redevelopment Agreement with respect to tax increment financing, Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W each 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 84th Street Redevelopment Area or City taxes or revenues, including without limitation any general business or other occupation taxes, property taxes, or local option sales taxes. This Section 7 shall supersede and replace provisions of Section 18 of the Original Subdivision Agreement in its entirety, and this Amendment shall be recorded, shall survive all closings, and shall be binding on all City Centre Property and Event Venue Property, and all rights or interests therein, and on Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W, and each of them and their respective successors and assigns.

8. Further Actions. The parties will cooperate in such conveyances, replats, and other actions with respect to real property, improvements, and matters described in this Amendment, on terms satisfactory to the parties involved in the conveyances and other actions, and satisfaction of the City with respect to any replats, and in accordance with applicable laws and regulations, with any conveyances of real property to be by equivalent exchanges or other sufficient consideration as agreed, subject to satisfaction of any applicable statutory procedures, conditions, or other requirements.
9. Other.
 - a) All provisions of the Subdivision Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment, and the provisions of this Amendment supersede and control over any provisions of the Subdivision Agreement that are contrary to or inconsistent with this Amendment. Except as modified by this Amendment, terms and conditions of the Subdivision Agreement shall continue in effect. In the event of any inconsistencies between the terms of this Amendment and any terms of the Subdivision Agreement, the terms of this Amendment shall govern and control.

- b) “Lot” or “Lots” shall mean and refer to Lots 1 through 17 and Outlots A through C, La Vista City Centre, as originally platted, or as subsequently replatted pursuant to Replat 1, Replat 2, Replat 3, or any further replats from time to time approved by the City and recorded in Sarpy County.
- c) Notwithstanding anything in this Amendment, Amended Redevelopment Plan or Amended Redevelopment Agreement to the contrary, all improvements and all acquisitions and conveyances of all real property and interests therein as the City from time to time determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement, or Amended Redevelopment Plan are authorized and approved, including, without limitation, the Transition Area Public Improvements and acquisitions and conveyances of Additional Property for Public Improvements, Surplus Property, or other property or interests as determined or agreed by the City or CDA, subject to such surveys, requirements, consideration, and terms and conditions as the City or CDA determines necessary or appropriate.
- d) Obligations of the City to acquire Additional Property for Public Improvements or commence or construct Transition Area Public Improvements will be subject to Event Venue Subdivider and Subdivider providing Financial Commitments, Financial Information, and Commitments in connection with the Event Venue and Office Building to the satisfaction of the City Administrator or her designee.
- e) Phase I Improvements are deemed modified consistent with this Amendment.
- f) All modifications, additions, and subtractions of and to the Public Improvement Redevelopment Project and corresponding redevelopment plan for public improvements in the Public Improvement Redevelopment Project Area, and contemplating and including all actions and participation of the City or CDA as provided herein or subsequently determined by the City or CDA necessary or appropriate to carry out the project or plan, to the fullest extent permitted by applicable law, are hereby made, authorized and approved. Not in limitation of the foregoing, City and CDA, for itself or on behalf of the other, each shall be authorized to take any action as necessary or appropriate for the Public Improvement Redevelopment Project, including without limitation, acquisition, construction, or funding of any other public improvements within the Public Improvement Redevelopment Project Area. Any easements granted by any party under or pursuant to the Subdivision Agreement or Redevelopment Agreement shall be deemed modified, amended, and extended to include such easements with respect to such property within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area as the parties determine necessary to carry out this Amendment, the Amended Redevelopment Agreement, Amended Subdivision Agreement, or Amended Redevelopment Plan.
- g) Boundaries of the Public Improvement Redevelopment Project Area. Boundaries of the Public Improvement Redevelopment Project Area are the same as set forth in the Redevelopment Plan. Parts of the Public Improvement Redevelopment Project Area involved in the Transition Area Public Improvements pursuant to this Amendment are

depicted in Exhibit 9(g), and shall include such other areas in the vicinity that the City Engineer or his designee determines necessary or appropriate for such improvements.

- h) Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Public Improvement Redevelopment Project Area are provided in the Redevelopment Plan. A map showing existing conditions and uses of parts of the Public Improvement Redevelopment Project Area involved in the Transition Area Public Improvements pursuant to this Amendment is provided in Exhibit 9(h), and generally includes areas recently cleared of obsolete and deteriorating improvements in the vicinity of northern areas of the former Brentwood Crossing shopping center and southern portions of the former City golf course.
- i) Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Public Improvement Redevelopment Project Area after redevelopment is contained in the Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Public Improvement Redevelopment Project Area involved in this Amendment is provided in Exhibit 9(i). The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.
- j) Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Public Improvement Redevelopment Project Area after redevelopment, including without limitation parts of the Public Improvement Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the Amended Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.
- k) Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the Redevelopment Plan. Proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes in connection with Transition Area Public Improvements or this Amendment are preliminarily projected to include the changes described or depicted in Exhibit 9(k). Except as may be provided elsewhere in this Amendment, the Amended Redevelopment Plan, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, changes are not otherwise being proposed at this time to building codes or ordinances or planning. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry

out this Amendment and parts of the projects approved herein, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection (k), or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

- l) Site Plan of Public Improvement Redevelopment Project Area. A preliminary site plan of the Public Improvement Redevelopment Project Area is contained in the Redevelopment Plan. A preliminary site plan including parts of the Public Improvement Redevelopment Project Area involved in this Amendment is contained in Exhibit 9(l). The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.
- m) Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Public Improvement Redevelopment Project Area after redevelopment are preliminarily projected in the Redevelopment Plan. The kind and number of additional public facilities or utilities which will be required to support the new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Amendment after redevelopment are preliminarily projected to include facilities and utilities described or depicted in Exhibit 9(m). The final public facilities or utilities will be subject any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.
- n) Building Requirements. Except as otherwise provided by agreement of the CDA and Redeveloper in accordance with the Amended Redevelopment Agreement or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.
- o) Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the Amended Redevelopment Agreement, or Amended Redevelopment Plan, zoning of the Property is consistent with the Future Zoning Map and accommodates the Public Improvement Redevelopment Project, as modified by this Amendment, and the Future Zoning Map generally is in conformance with the Comprehensive Plan, subject to adoption of an amendment to incorporate the Amended Redevelopment Plan, and specifically the Future Land Use Map.
- p) This Amendment shall be subject to and carried out in accordance with the Amended Redevelopment Plan.
- q) Improvements described in this Amendment shall be in addition to other improvements described in the Subdivision Agreement.
- r) This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on
 - i) Grant of \$3.0 million or such other amount determined by the City, awarded and

distributed under the City's Economic Development Program in such form and on such terms and conditions as approved by the City, to or for the benefit of Event Venue Subdivider or any related entity for the Event Venue, subject to compliance with any applicable procedural or other requirements and a perpetual right of City or its designee to use the Event Venue each calendar year on days that events are not previously scheduled for events of Event Venue Subdivider, for a total of not less than ten days per year, fully staffed by Event Venue Subdivider and at no cost or expense to City or its designee, except actual costs of entertainment and labor, and no markup or profit. If ticket services are used for such events, Event Venue Subdivider will provide ticket services at no cost or additional charge to City, its designee, or attendees. Such right of use by the City or its designee will be subject to any additional requirements specified in connection with the grant or as agreed in writing by the City and Event Venue Subdivider. Designated representatives of Event Venue Subdivider and City, no later than thirty days after this Amendment is executed, will develop a process for identifying and reserving dates of use each year pursuant to this subsection that is satisfactory to such representatives, which process will be subject to revision from time to time as the representatives mutually agree; and

ii) Satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.

s) Notwithstanding anything in this Amendment to the contrary:

(1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement, or the Amended Redevelopment Plan; and

(2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, the Community Development Law, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise its statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the Amended Redevelopment Plan, or otherwise for public purposes in or benefiting the 84th Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the Amended Redevelopment Plan, or otherwise for public purposes in or benefiting the 84th Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by

the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment or the Amended Redevelopment Plan, Subdivision Agreement (as amended), or Amended Redevelopment Agreement, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the Amended Redevelopment Plan, Amended Redevelopment Agreement, or Subdivision Agreement, as amended from time to time.

- t) This Amendment has been authorized, issued, and entered into by the City to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, “financing” includes without limitation funding.
- u) This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, including without limitation City Centre Property and Event Venue Property, as either Area shall be modified pursuant to this Amendment, the Amended Redevelopment Agreement, Amended Redevelopment Plan, or otherwise from time to time. Immediately after this Amendment is executed, Subdivider shall record it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by Subdivider, One Percent, Mammoth, Car Wash, City Centre I, or E&W, or by any affiliated person or entity, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as modified pursuant to this Amendment or the Amended Redevelopment Agreement, including without limitation City Centre Property and Event Venue Property.
- v) Recitals at the beginning of this Amendment and all documents, instruments, and Exhibits referenced in this Amendment are incorporated into this Amendment by reference.
- w) Headings are for convenience only and shall not be used in construing meaning.
- x) Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W each consents and agrees to, and agrees to be bound by, this Amendment and the Subdivision Agreement as modified by this Amendment, as well as the Amended Redevelopment Plan and the Amended Redevelopment Agreement.
- y) This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which counterparts together shall constitute one and the same instrument.

- z) Subdivider, One Percent, Mammoth and any entities formed in connection with the Event Venue shall be jointly and severally liable with respect to obligations, requirements, and performance applicable to Event Venue or Event Venue Subdivider.
- aa) This Amendment shall be subject to consent of all tenants and holders of security interests with respect to any party's interest in real property in 84th Street Enhanced Employment Area 1, substantially in form and content of the Tenant/Secured Party Consent below, unless otherwise determined by the City Administrator of the City of La Vista or her designee.
- bb) Authorized Representative - Event Venue Subdivider. The authorized representative and address of Event Venue Subdivider for purposes of notice shall be Subdivider at the address specified in the Original Subdivision Agreement.
- cc) Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").
- dd) Improvements described in this Amendment or in the Second Amendment to Redevelopment Agreement shall be additional and supplemental and shall not reduce, restrict, or limit other improvements prescribed within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.
- ee)

**[Remainder of Page Intentionally Left Blank.
Signature Pages to Follow.]**

CITY OF LA VISTA:

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, City Clerk, CMC

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

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

[Seal]

Notary Public

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

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____day of _____, _____, by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

LA VISTA CAR WASH LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____day of _____, _____ by Christopher L. Erickson, Manager of La Vista Car Wash LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

CITY CENTRE I, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

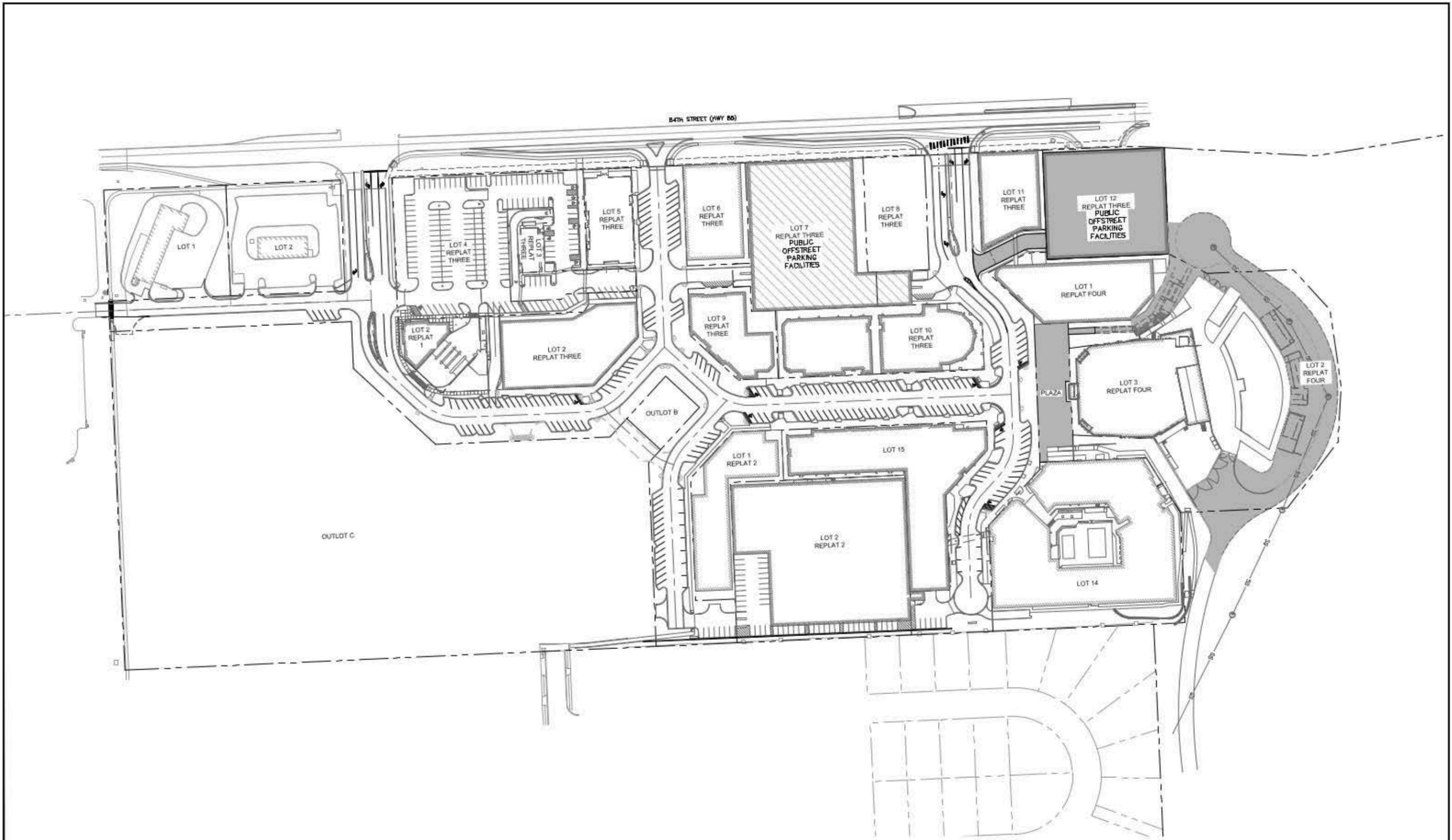
The foregoing Amendment was acknowledged before me this ____day of _____, ____ by Christopher L. Erickson, Manager of City Centre I, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

Public Improvement Redevelopment Project
Transition Area Public Improvements Pursuant to Second Amendment to Subdivision Agreement

Exhibit 3-1



LEGEND



PUBLIC IMPROVEMENTS



PREVIOUSLY APPROVED PER ORIGINAL SUBDIVISION AGREEMENT



NOT TO SCALE

Public Improvement Redevelopment Project
Transition Area Public Improvements Pursuant to Second Amendment to Subdivision Agreement

Transition Area Public Improvements pursuant to the Second Amendment to the Subdivision Agreement shall include without limitation:

Vicinity of Former Golf Course: Pursuant to City master planning and Amended Redevelopment Plan, the City will continue work and enhancements in the vicinity of the former golf course as it is transformed, including the following, some or all of which may be depicted in Exhibit 3-1:

- Public street, emergency vehicle, and right of way construction and improvements, including sidewalks, on-street or other public parking, lighting and signage within the Public Improvement Redevelopment Project Area
- Public pedestrian ways, stairs, and ramps
- Public plazas, shelters, and recreational, restroom, concession, and other public areas, facilities, or improvements
- Public utilities work or projects, including without limitation, sanitary sewer relocation, sanitary or storm sewer improvements, along with water, power, gas, data, and communication facilities within the Public Improvement Redevelopment Project Area, as the City Engineer determines necessary or appropriate.
- Public streetscape improvements, landscaping improvements, façade enhancements, retaining walls or other retention structures.

Public Offstreet Parking Facilities:

- Construction, as planned, of public offstreet parking garage facilities on Lot 7, La Vista City Centre totaling approximately 485 parking spaces.
- Construction of public offstreet surface parking facilities on Lot 12, La Vista City Centre Replat 3.
- Additional Public Parking Facilities on Lot 12, La Vista City Centre Replat 3. Construction of public offstreet parking garage facilities, increasing total parking on Lot 12, La Vista City Centre Replat 3, to approximately 500 spaces (“Additional Public Parking Facilities on Lot 12”), the timing of which will be determined by the City Administrator and Mayor as they determine necessary or appropriate for safe and uncongested traffic flows through, in and around Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to I-80 and other parts of the metropolitan area, taking into consideration factors such as a binding lease commitment of an anchor office tenant for a term of 10 or more years for the Office Building, or such other factors as the City Administrator and Mayor in their sole discretion determine appropriate, including for example actual and projected pace and volume of redevelopment, traffic, and visitors in and to the area and surrounding vicinity.

Exhibit 3-2

Exhibit 3-2

Statement of Additional Public Facilities or Utilities

The kind and number of additional public facilities or utilities which will be required to support the new land uses in parts of the Public Involvement Redevelopment Project Area involved in this Amendment after redevelopment will include without limitation:

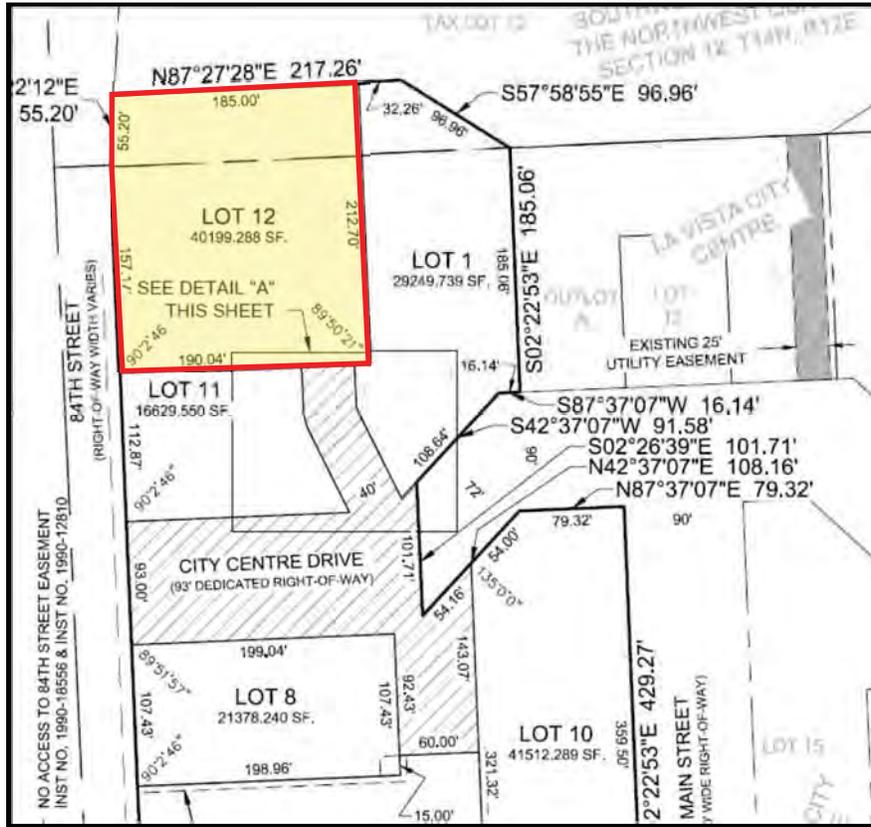
- Sanitary and storm sewer improvements, along with water, power, gas, data and communication facilities within the Public Involvement Redevelopment Project Area;
- New street construction including sidewalks, on-street or other public parking, lighting and signage within the Public Involvement Redevelopment Area;
- Construction of public parking lots, facilities, and other structures;
- Public streetscape improvements, façade enhancements, landscaping improvements, retention structures, public walkways, plazas, and shelters, and recreational, restroom, concession, and other public facilities or improvements.

Public Improvement Redevelopment Project

Additional Property for Public Improvements

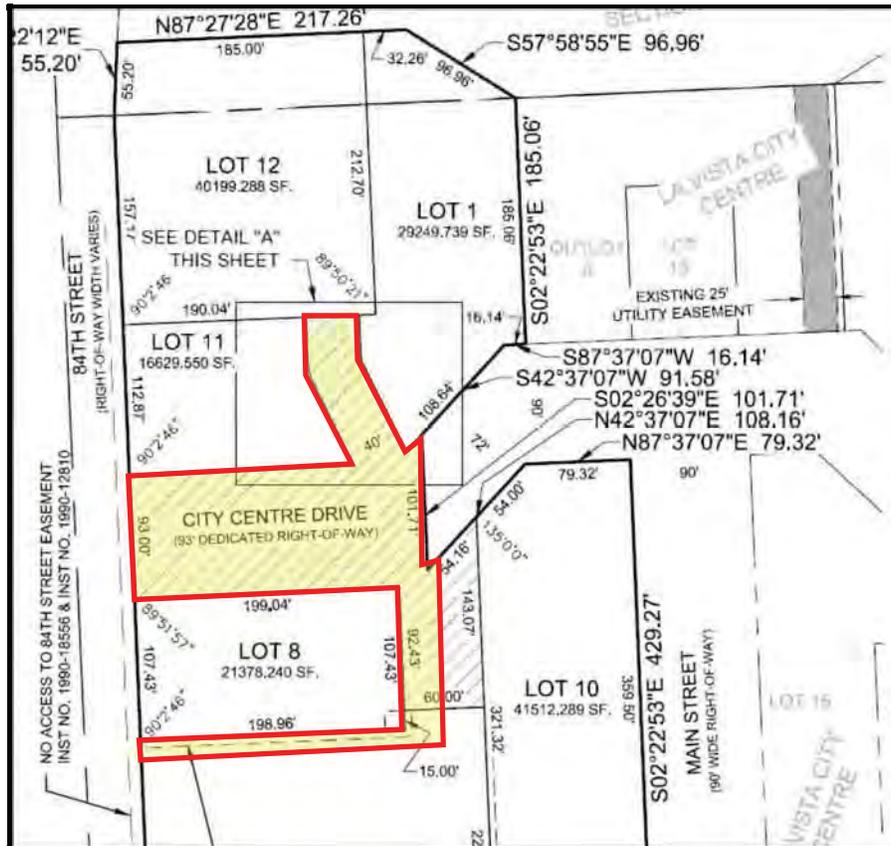
Additional real property needed for Transition Area Public Improvements pursuant to the Second Amendment to Subdivision Agreement is preliminarily described or depicted below, the final locations, quantities, dimensions, and boundaries of which, and of any real property or real property interests to be conveyed by the City in exchange, shall be determined by survey and subject to final design, plans and specifications of such Transition Area Public Improvements, the Event Venue, and Office Building, or other work or improvements, and any additions, subtractions, or modifications, as the City Administrator, City Engineer, or her or his designee determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement, or Amended Redevelopment Plan.

PARCEL B



Lot 12 La Vista City Centre Replat 3, City of La Vista, Sarpy County, NE

PARCEL C



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN A PART OF LOT 7 AND IN A PART OF CITY CENTRE DRIVE AS DEDICATED BY LA VISTA CITY CENTRE REPLAT THREE, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M. CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID CORNER ALSO BEING A POINT INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF SAID CITY CENTRE DRIVE AND THE EAST RIGHT-OF-WAY LINE OF 84TH STREET, THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET EXTEND ON AN ASSUMED BEARING OF N02°25'39\"/>

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 31,139.09 SQUARE FEET OR 0.715 ACRES, MORE OR LESS.

* Property previously authorized by Council pursuant to the Subdivision Agreement and Purchase Agreement approved on August 2, 2016.

PARCEL D



LEGAL DESCRIPTION

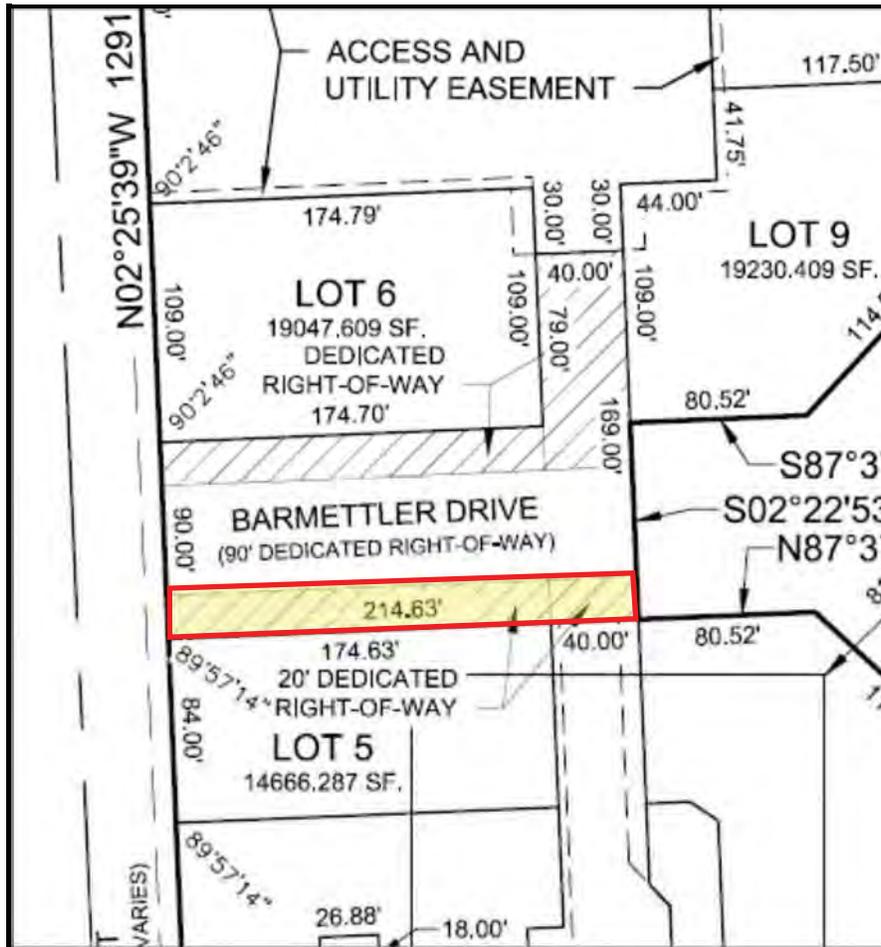
A TRACT OF LAND LOCATED IN BARMETTLER DRIVE AS DEDICATED BY LA VISTA CITY CENTRE REPLAT THREE, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID CORNER ALSO BEING A POINT INTERSECTING THE NORTH RIGHT-OF-WAY LINE OF SAID BARMETTLER DRIVE AND THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF BARMETTLER DRIVE AN ASSUMED BEARING OF N87°37'07"E, 174.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, LA VISTA CITY CENTRE REPLAT THREE; THENCE ON THE EAST LINE OF SAID LOT 6, N02°22'53"W, 79.00 FEET TO A CORNER OF LOT 7, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID CORNER ALSO BEING A POINT ON SAID EAST LINE OF SAID LOT 6; THENCE ON THE SOUTH LINE OF SAID LOT 7 N87°37'07"E, 40.00 FEET TO A CORNER OF SAID LOT 7, SAID CORNER ALSO BEING A POINT ON THE WEST LINE OF LOT 9, SAID LA VISTA CITY CENTRE REPLAT THREE; THENCE ON SAID WEST LINE OF LOT 9, S02°22'53"E, 99.00 FEET; THENCE S87°37'07"W, 214.70 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET EXTENDED; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET EXTENDED N02°25'39"W, 20.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 7,454.26 SQUARE FEET OR 0.171 ACRES, MORE OR LESS.

* Property previously authorized by Council pursuant to the Subdivision Agreement and Purchase Agreement approved on August 2, 2016.

PARCELE



(PRIVATE TO PUBLIC)

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN BARMETTLER DRIVE AS DEDICATED BY LA VISTA CITY CENTRE REPLAT THREE, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

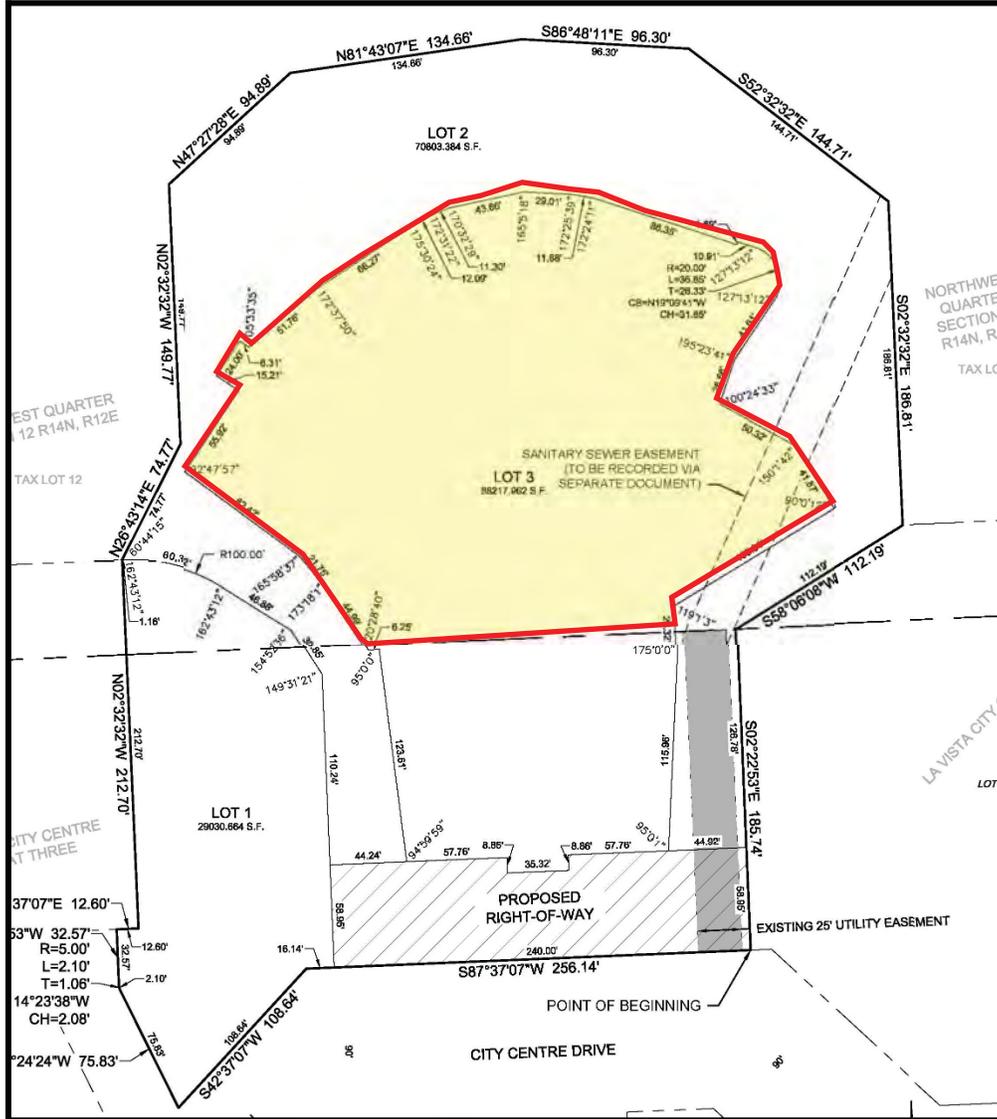
BEGINNING AT THE NORTHWEST CORNER OF LOT 5, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID CORNER ALSO BEING A POINT INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF SAID BARMETTLER DRIVE AND THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET EXTEND ON AN ASSUMED BEARING OF N02°25'39"W, 20.00 FEET; THENCE N87°37'07"E, 214.65 FEET; THENCE S02°22'53"E, 20.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF BARMETTLER DRIVE; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF BARMETTLER DRIVE S87°37'07"W, 214.63 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 4,292.81 SQUARE FEET OR 0.099 ACRES, MORE OR LESS.

Surplus Parcels

Exhibit 3(i)-2

PARCEL 1



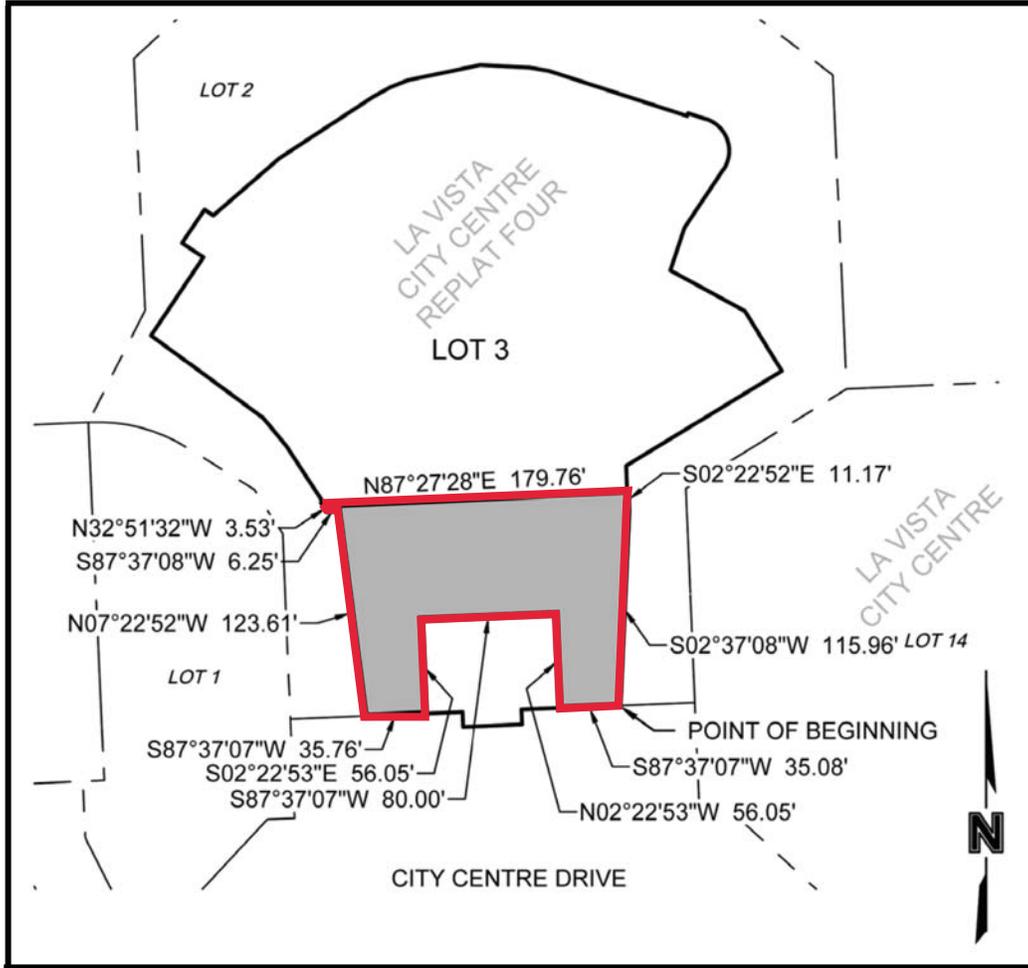
(PUBLIC TO PRIVATE)
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN LOT 3, LA VISTA CITY CENTRE THEATER, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON THE EAST LINE OF SAID LOT 3 FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) ON AN ASSUMED BEARING OF N02°37'08"E, 115.98 FEET; (2) N02°22'52"W, 11.16 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID NORTH LINE OF THE SOUTHWEST QUARTER, S87°27'44"W, 179.76 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE ON THE LINE OF LOT 3 FOR THE FOLLOWING TWENTY-FOUR (24) DESCRIBED COURSES: (1) N32°51'32"W, 41.46 FEET; (2) N39°33'31"W, 21.75 FEET; (3) N63°16'48"W, 82.92 FEET; (4) N33°37'10"E, 69.90 FEET; (5) N56°22'50"W, 15.21 FEET; (6) N33°37'10"E, 24.00 FEET; (7) S68°22'50"E, 6.31; (8) N49°10'45"E, 51.76 FEET; (9) N56°32'55"E, 68.27 FEET; (10) N81°02'30"E, 12.09 FEET; (11) N68°31'09"E, 11.30 FEET; (12) N77°58'40"E, 43.68 FEET; (13) S87°08'38"E, 29.01 FEET; (14) S79°32'17"E, 11.88 FEET; (15) S71°56'29"E, 88.35 FEET; (16) N18°03'31"E, 1.69 FEET; (17) S71°56'29"E, 10.91 FEET TO A POINT OF CURVATURE; (18) ON A 20.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 38.85 FEET (LONG CHORD BEARS S19°06'41"E, 31.85 FEET); (19) S33°37'06"W, 41.81 FEET; (20) S18°13'25"W, 26.68 FEET; (21) S61°22'02"E, 50.32 FEET; (22) S31°23'44"E, 41.87 FEET; (23) S58°38'05"W, 108.01 FEET; (24) S02°22'52"E, 15.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 87,995.01 SQUARE FEET OR 1.561 ACRES, MORE OR LESS.

PARCEL 2



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN A PART OF LOT 3, LA VISTA CITY CENTRE REPLAT FOUR, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA. EXCEPT THE FOLLOWING TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON THE SOUTH LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF S87°37'07"W, 35.08 FEET; THENCE S02°22'53"W, 56.05 FEET; THENCE S87°37'07"W, 80.00 FEET; THENCE S02°22'53"E, 56.05 FEET TO A POINT ON SAID SOUTH LINE OF LOT 3; THENCE ON SAID SOUTH LINE OF LOT 3 S87°37'07"W, 35.76 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOT 3 FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N07°22'52"W, 123.61 FEET; (2) S87°37'08"W, 6.25 FEET; (3) N32°51'32"W, 3.53 FEET; THENCE N87°27'28"E, 179.76 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE ON SAID EAST LINE OF LOT 3 FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) S02°22'52"E, 11.17 FEET; (2) S02°37'08"W, 115.96 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 16,003.10 SQUARE FEET OR 0.367 ACRES, MORE OR LESS.

Transition Area Public Improvements - Estimated Costs

Exhibit 3(ii)

Exhibit 3ii
Estimated Cost of Additional Public Improvements

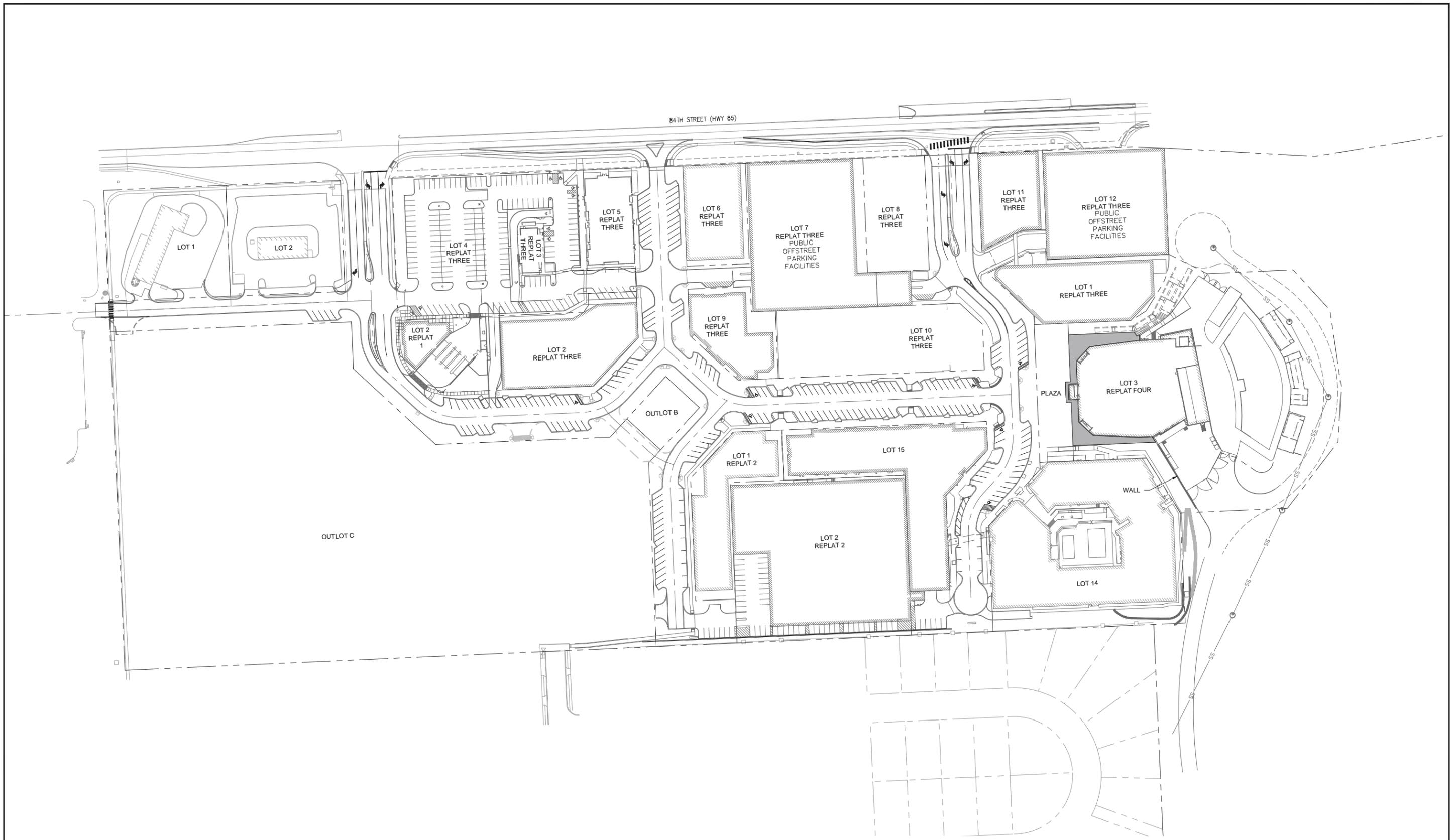
Public Improvement	Total
Public Offstreet Surface Parking to be Constructed on Lot 12	467,000
Public Offstreet Parking Facility to be Constructed on Lot 12	14,393,000
Public Street, Plaza, Recreational, Restroom, Concession, Pedestrian, and Other Facilities	9,500,000
	\$ 24,360,000

**Public Improvement Redevelopment Project
Proposed Replat**

Exhibit 4

Public Improvement Redevelopment Project
Subdivider Public Improvements and Subdivider Shared Improvements

Exhibit 5



LEGEND

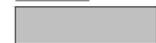
 SUBDIVIDER IMPROVEMENTS



Exhibit 5

ESTIMATE OF SUBDIVIDER PUBLIC INFRASTRUCTURE

Item Description		Total
SIDEWALKS, SIDEWALK LANDSCAPING, STREET FURNITURE	\$	75,000.00
SITE UTILITIES	\$	98,550.00
RETAINING WALL	\$	219,780.00
	Sub Total	\$ 393,330.00
	Contingency	\$ 78,666.00
		\$ 78,666.00
	Net Total Construction	\$ 550,662.00

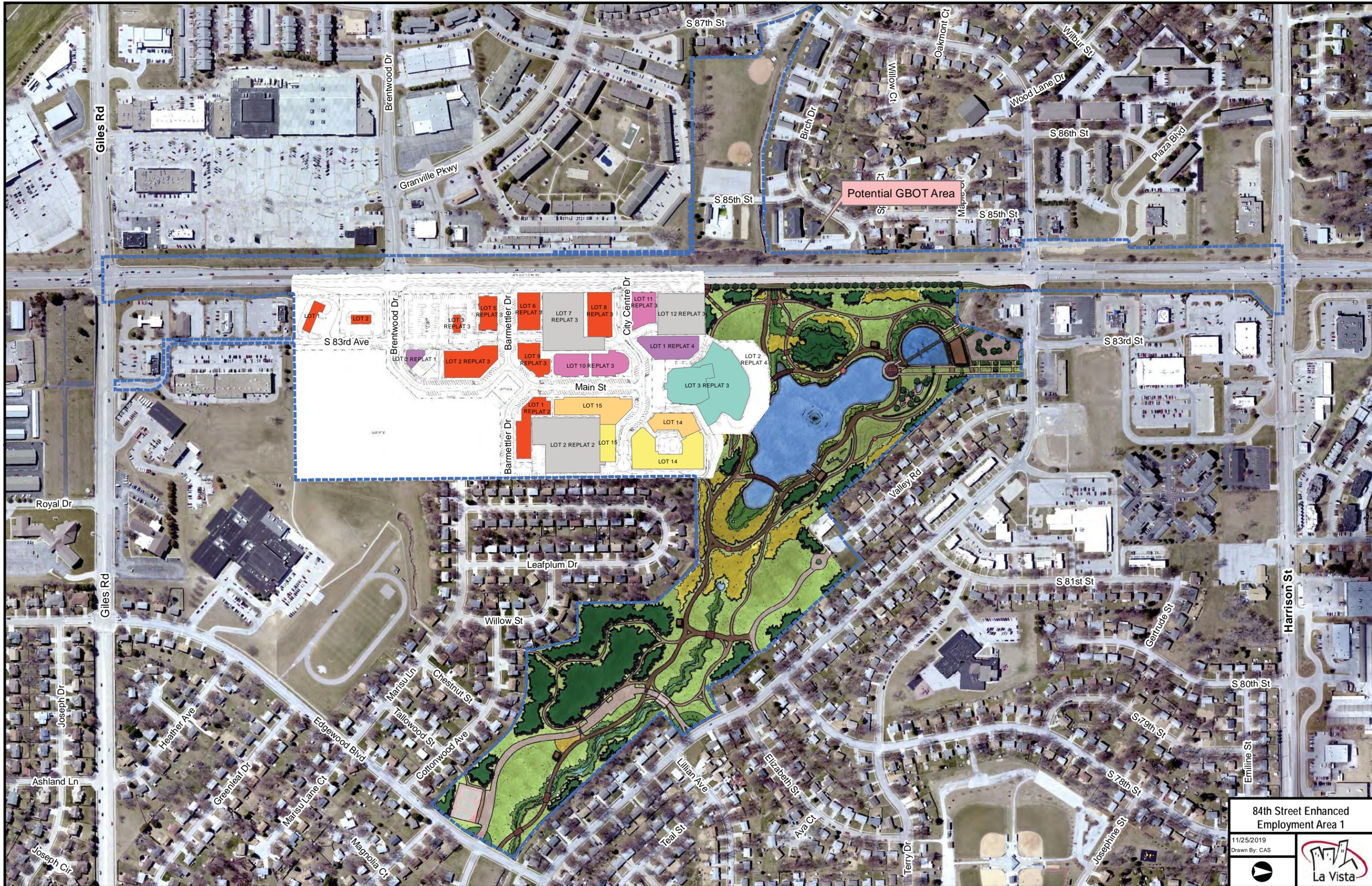
Public Improvement Redevelopment Project

84th Street Enhanced Employment Area 1

Description of 84th Street Enhanced Employment Area 1:

An initial enhanced employment area within the 84th Street Redevelopment Area is preliminarily described or depicted in the attached draft ordinance, the boundaries of which, subject to any additions, subtractions, or modifications as the City determines necessary or appropriate, shall be the boundaries set forth in such ordinance as adopted and approved by the Mayor and City Council of the City (“Final Ordinance”).

Exhibit 7-1



Public Improvement Redevelopment Project
84th Street Enhanced Employment Area 1 GBOT

Classifications of Businesses and Users and Area 1 GBOT Rates:

Classifications of businesses and users of space and Area 1 GBOT Rates are preliminarily described or depicted in the draft ordinance attached as Exhibit 7-1 and, subject to any additions, subtractions, or modifications as the City determines necessary or appropriate, shall be the classifications and Area 1 GBOT Rates set forth in such ordinance as adopted and approved by the Mayor and City Council of the City ("Final Ordinance").

Exhibit 7-2

AN ORDINANCE PROVIDING FOR INITIAL GENERAL BUSINESS OCCUPATION TAXES AND ENHANCED EMPLOYMENT AREA OF THE 84TH STREET REDEVELOPMENT AREA; REPEALING CONFLICTING ORDINANCES AND PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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

- I. Findings and Determinations. The Mayor and City Council hereby find, determine, declare, adopt, and approve as follows:
 - A. Pursuant to the Community Development Law set forth in Sections 18-2101 et seq of Nebraska Statutes (“Act”), including without limitation Neb. Rev. Stat. Section 18-2142.02, and section 113.30 of the La Vista Municipal Code, the City is authorized to levy a general business occupation tax (“GBOT”) upon the businesses and users of space within an enhanced employment area for the purpose of paying all or any part of the costs and expenses of any redevelopment project within such enhanced employment area, based on a reasonable classification of businesses, users of space, or kinds of transaction for purposes of imposing such tax.
 1. An enhanced employment area as defined in Neb. Rev. Stat. Section 18-2103(22) includes an area up to 600 acres within a community redevelopment area which is designated by the La Vista Community Development Agency (“Agency”) as eligible for the imposition of an occupation tax.
 - a. A community redevelopment area pursuant to Neb. Rev. Stat. Section 18-2103(20) is a substandard and blighted area which the Agency designates as appropriate for a renewal project.
 - b. The City Council in 2012 designated the 84th Street Redevelopment Area as a substandard and blighted area, and the Agency in initially recommending and adopting the Redevelopment Plan “84th Street Redevelopment Area” in 2013 (“Redevelopment Plan”) designated the 84th Street Redevelopment Area as appropriate for one or more renewal projects, making it a community redevelopment area, which designation the Agency ratified and affirmed in connection with its approval and recommendation of Amendment No. 1 to the Redevelopment Plan (“Amendment No. 1”). The Agency, in recommending and adopting Amendment No. 1, further designated the 84th Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of occupation taxes, to be carried out in one or more actions, enhanced employment areas, occupation taxes, levies or rates as determined by the City from time to time
 2. A redevelopment project is any work or undertaking described in Neb. Rev. Stat. Section 18-2103(12), in one or more community redevelopment areas. Amendment No. 1 as approved by the City included initial Mixed Use Redevelopment Project and Public Improvement Redevelopment Project (together “Projects”) within the community development area comprised of the 84th Street Redevelopment Area, which Projects constitute works, undertakings and redevelopment projects pursuant to Neb. Rev. Stat. Section 18-2103(12) to eliminate and prevent recurrence of the substandard and blighted area for the benefit of the City and its residents, businesses, owners, and users of space, including without limitation those in and around the 84th Street Redevelopment Area.

- C. An Agency, pursuant to Neb. Rev. Stat. Section 18-2107(14), is authorized to agree with the City Council for the imposition of an occupation tax for an enhanced employment area pursuant to Neb. Rev. Stat. Section 18-2142.02. The Agency in recommending, and the City Council in approving, Amendment No. 1, agreed to imposition of occupation taxes pursuant to Neb. Rev. Stat. Section 18-2142.02 within boundaries of one or more enhanced employment areas up to the entire 84th Street Redevelopment Area as determined by the City.
- D. It is necessary, desirable, advisable, and in the best interests of the City that an initial enhanced employment area be designated and initial general business occupation tax be imposed on certain businesses and users of space within parts of the community development area comprised of the 84th Street Redevelopment Area for the purpose of paying costs and expenses of redevelopment projects within such area.
- E. An initial enhanced employment area within the 84th Street Redevelopment Area is proposed as described below as 84th Street Enhanced Employment Area 1 or Enhanced Employment Area 1. Redeveloper consented to such designation, which consent will be recorded with respect to redeveloper real estate and shall be binding upon all future owners of such real estate. City Administrator or her designee, based on information Redeveloper provided, advised that new investment within areas included in 84th Street Enhanced Employment Area 1 will satisfy minimum requirements of Neb. Rev. Stat. Section 18-2116(2), which determination is ratified, affirmed, adopted, and approved.
- F. Imposition of an initial general business occupation tax pursuant to Neb. Rev. Stat. Section 18-2142.02 and Municipal Code Section 113.30 is proposed on Event Venue Businesses and Retail Sales Businesses within proposed 84th Street Enhanced Employment Area 1. Event Venue Businesses and Retail Sales Businesses, as described below, are reasonable classifications of businesses, users of space, or kinds of transactions for purposes of the initial general business occupation tax within such area pursuant to this Ordinance.

II. DESIGNATION OF INITIAL ENHANCED EMPLOYMENT AREA. An initial enhanced employment area within the 84th Street Redevelopment Area is hereby designated, established and approved as an initial enhanced employment area within the 84th Street Redevelopment Area, the boundaries of which shall be as follows (“84th Street Enhanced Employment Area 1” or “Enhanced Employment Area 1”):

A TRACT OF LAND LOCATED IN PART OF THE WEST HALF OF SECTION 14 AND THE EAST HALF OF SECTION 15 BOTH IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 14, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE ON THE SOUTH LINE OF SAID SECTION 15 ON AN ASSUMED BEARING OF S87°26'31"W, 145.43 FEET; THENCE N02°33'29"W, 79.12 FEET TO A POINT INTERSECTING THE NORTH RIGHT-OF-WAY LINE OF GILES ROAD AND THE WEST RIGHT-OF-

WAY LINE OF SOUTH 84TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N02°08'01"W, 1157.96 FEET TO A POINT INTERSECTING SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF BRENTWOOD DRIVE; (2) N02°26'33"W, 100.00 FEET TO A POINT INTERSECTING SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF SAID BRENTWOOD DRIVE; (3) N02°17'47"W, 1310.78 FEET TO THE SOUTHEAST CORNER OF LOT 13, PARK VIEW HEIGHTS, A PLATTED AND RECORDED SUBDIVISION IN SAID WEST HALF OF SECTION 15; THENCE ON THE PROPERTY LINE OF SAID LOT 13, PARK VIEW HEIGHTS FOR THE FOLLOWING TEN (10) DESCRIBED COURSES: (1) S87°20'51"W, 878.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, PARKVIEW HEIGHTS; (2) N02°39'15"W, 297.01 FEET; (3) N53°48'51"W, 40.56 FEET TO THE NORTHEAST CORNER OF LOT 12, SAID PARK VIEW HEIGHTS; (4) AND ON THE NORTH LINE OF SAID LOT 12, PARK VIEW HEIGHTS S76°32'34"W, 106.60 FEET TO THE NORTHWEST CORNER OF SAID LOT 12, PARKVIEW HEIGHTS, SAID CORNER ALSO BEING A POINT OF CURVATURE ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 87TH STREET; (5) ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 87TH STREET ON A 920.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 285.18 FEET (LONG CHORD BEARS N22°20'15"W, 284.04 FEET) TO A POINT OF CURVATURE INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD AND SAID EAST RIGHT-OF-WAY LINE OF SOUTH 87TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD; (6) AND ON SAID SOUTH RIGHT OF WAY LINE OF PARK VIEW BOULEVARD ON A 395.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 34.16 FEET (LONG CHORD BEARS N51°34'30"E, 34.14 FEET) TO THE NORTHWEST CORNER OF SAID LOT 13, PARK VIEW HEIGHTS; (7) S53°48'51"E, 70.00 FEET; (8) S66°23'29"E, 266.38 FEET; (9) S76°34'35"E, 354.35 FEET; (10) N87°20'20"E, 448.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 13, PARK VIEW HEIGHTS, SAID POINT ALSO BEING ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET; THENCE ON SAID WEST RIGHT-OF -WAY LINE OF SOUTH 84TH STREET N02°50'02"W, 1145.76 FEET TO THE NORTHEAST CORNER OF LOT 16A3A, PARK VIEW HEIGHTS, SAID CORNER ALSO BEING A POINT INTERSECTING SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD S87°09'44"W, 43.00 FEET; THENCE N02°52'29"W, 487.53 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PLAZA BOULEVARD, SAID POINT ALSO BEING THE SOUTH LINE OF LOT 159C, SAID PARK VIEW HEIGHTS; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF PLAZA

BOULEVARD N87°07'31"E, 42.82 FEET TO THE SOUTHEAST CORNER OF SAID LOT 159C, PARK VIEW HEIGHTS, SAID CORNER ALSO BEING A POINT INTERSECTING SAID NORTH RIGHT-OF-WAY LINE OF PLAZA BOULEVARD AND SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET N02°53'18"W, 683.60 FEET TO A POINT ON THE NORTH LINE OF SECTION 15; THENCE ON SAID NORTH LINE OF SECTION 15 N87°24'22"E, 145.04 FEET TO THE NORTHEAST CORNER OF SAID SECTION 15, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 14; THENCE ON THE NORTH LINE OF SAID SECTION 14 N87°13'03"E, 173.02 FEET; THENCE S02°46'57"E, 50.10 FEET TO A POINT INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET AND THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 84TH STREET, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 1, PARSLEY PLACE, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET FOR THE FOLLOWING FOUR (4) DESCRIBED COURSES: (1) S43°01'11"W, 142.11 FEET; (2) S01°46'17"E, 936.23 FEET TO A POINT INTERSECTING SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF SAID PARK VIEW BOULEVARD, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 1, HOGAN MURPHY PARTNERSHIP ADDITION, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 14; (3) S03°06'55"E, 89.66 FEET TO A POINT INTERSECTING SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW HEIGHTS, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 1354, LA VISTA, A PLATTED AND RECORDED SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 14; (4) S02°04'54"E, 281.02' TO THE SOUTHWEST CORNER OF SAID LOT 1354, LA VISTA; THENCE ON THE SOUTH LINE OF SAID LOT 1354, LA VISTA N87°21'18"E, 139.23 FEET TO A POINT OF CURVATURE, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1354, LA VISTA; THENCE ON THE EAST LINE OF SAID LOT 1354, LA VISTA FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) ON A 675.56 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 171.44 FEET (LONG CHORD BEARS N13°59'15"E, 170.98 FEET TO A POINT OF REVERSE CURVATURE; (2) ON A 290.59 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 120.48 FEET (LONG CHORD BEARS N09°15'52"E, 119.62 FEET TO THE NORTHEAST CORNER OF SAID LOT 1354, LA VISTA, SAID CORNER ALSO BEING ON THE WEST LINE OF PART OF TAX LOT 12 IN SAID WEST HALF OF SECTION 14, SAID CORNER ALSO BEING ON SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD FOR THE FOLLOWING TWO (2) DESCRIBED COURSES:

(1) N04°12'26"W, 5.00 FEET TO THE NORTHWEST CORNER OF SAID PART OF TAX LOT 12; (2) N87°25'37"E, 170.40 FEET TO THE NORTHEAST CORNER OF SAID PART OF TAX LOT 12; THENCE ON THE EAST LINE OF SAID PART OF TAX LOT 12 FOR THE FOLLOWING TEN (10) DESCRIBED COURSES: (1) S01°31'54"E, 233.44 FEET; (2) S44°18'08"E, 870.35 FEET TO THE SOUTHWEST CORNER OF LOT 1339, SAID LA VISTA, TO A POINT OF CURVATURE; (3) ON THE SOUTH LINE OF SAID LOT 1339 ON A 180.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 55.92 FEET (LONG CHORD BEARS N54°44'24"E, 55.70 FEET); (4) CONTINUING ON SAID SOUTH LINE OF LOT 1339 N45°23'01"E, 70.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1339, LA VISTA, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF VALLEY ROAD; (5) N70°36'55"E, 55.18 FEET TO THE SOUTHWEST CORNER OF LOT 1312, SAID LA VISTA, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF VALLEY ROAD; (6) ON THE SOUTH LINE OF SAID LOT 1312, LA VISTA N46°10'41"E, 109.94 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1312, LA VISTA; (7) S44°17'22"E, 604.78 FEET TO THE SOUTHWEST CORNER OF LOT 1301, LA VISTA, SAID CORNER ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SOUTH 78TH STREET; (8) S18°01'40"E, 33.70 FEET; (9) S44°17'20"E, 163.60 FEET; (10) S24°23'26"E, 106.70 FEET TO THE SOUTHWEST CORNER OF LOT 883, SAID LA VISTA; THENCE ON THE SOUTH LINE OF SAID LOT 883, LA VISTA N62°00'29"E, 130.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 883, LA VISTA, TO A POINT OF CURVATURE, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD; THENCE ON A 770.10 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 205.19 FEET (LONG CHORD BEARS S33°12'28"E, 204.58 FEET TO THE NORTHEAST CORNER OF LOT 887, SAID LA VISTA; THENCE ON THE NORTH LINE OF SAID LOT 887, LA VISTA S45°26'42"W, 138.73 FEET TO THE NORTHWEST CORNER OF SAID LOT 887, LA VISTA; THENCE S44°34'13"E, 701.84 FEET TO A POINT OF CURVATURE; THENCE ON A 802.72 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 223.66 FEET (LONG CHORD BEARS S52°33'08"E, 222.94 FEET) TO THE SOUTHEAST CORNER OF TAX LOT 13, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 901, SAID LA VISTA, SAID CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF EDGEWATER BOULEVARD; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF EDGEWATER BOULEVARD FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) S25°38'39"W, 189.83 FEET TO A POINT OF CURVATURE; (2) ON A 813.58 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 177.49 FEET (LONG CHORD BEARS S31°53'38"W, 177.14 FEET); (3) S38°10'24"W, 89.63 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 13, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 64, BRIARWOOD, A PLATTED AND RECORDED SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14; THENCE ON THE WEST LINE OF SAID TAX LOT 13 FOR THE FOLLOWING ELEVEN (11) DESCRIBED COURSES: (1) N44°33'36"W, 419.01 FEET TO THE NORTHEAST CORNER OF LOT 59, SAID BRIARWOOD; (2) N49°03'53"W, 79.34 FEET TO THE NORTHEAST CORNER OF LOT 58, SAID BRIARWOOD; (3) N62°33'23"W, 79.53 FEET TO THE NORTHEAST CORNER OF LOT 57, SAID BRIARWOOD; (4) N74°33'19"W, 79.53 FEET TO THE NORTHWEST CORNER OF LOT 56, SAID BRIARWOOD; (5) N88°02'50"W, 79.34 FEET TO THE NORTHWEST CORNER OF LOT 55, SAID BRIARWOOD; (6) S87°26'54"W, 130.00 FEET TO THE NORTHWEST CORNER OF OUTLOT 3, SAID BRIARWOOD; (7) N02°33'06"W, 41.12 FEET TO THE NORTHEAST CORNER OF LOT 51, SAID BRIARWOOD; (8) N16°59'21"W, 85.95 FEET TO THE NORTHEAST CORNER OF LOT 50, SAID BRIARWOOD; (9) N14°23'31"W, 107.46 FEET TO THE NORTHEAST CORNER OF LOT 49, SAID BRIARWOOD; (10) S87°23'06"W, 161.36 FEET TO THE SOUTHEAST CORNER OF LOT 45, SAID BRIARWOOD; (11) N02°44'58"W, 357.91 FEET TO A CORNER OF LOT 40, SAID BRIARWOOD; THENCE ON THE SOUTH LINE OF SAID PART OF TAX LOT 12 FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) N44°34'52"W, 242.04 FEET TO A CORNER OF LOT 38, SAID BRIARWOOD, SAID CORNER ALSO BEING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14; (2) ON SAID SOUTH LINE OF THE NORTHWEST QUARTER S87°29'05"W, 386.87 FEET TO A CORNER OF LOT 34, SAID BRIARWOOD, SAID CORNER ALSO BEING ON THE WEST LINE OF LOT 14, LA VISTA CITY CENTRE, A PLATTED AND RECORDED SUBDIVISION IN THE SAID WEST HALF OF SECTION 14; THENCE S02°33'02"E, 1794.49 FEET TO THE SOUTHEAST CORNER OF OUTLOT C, SAID LA VISTA CITY CENTRE; THENCE ON THE SOUTH LINE OF SAID OUTLOT C, LA VISTA CITY CENTRE S87°27'29"W, 610.91 FEET; THENCE S02°32'31"E, 547.70 FEET; THENCE N87°27'29"E, 95.49 FEET TO A POINT OF CURVATURE; THENCE ON A 106.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 166.66 FEET (LONG CHORD BEARS S47°30'02"E, 150.02 FEET; THENCE S02°27'31"E, 21.93 FEET TO A POINT OF CURVATURE ON THE EAST LINE OF LOT 4, WILTHAM PLACE REPLAT 1, A PLATTED AND RECORDED SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 14; THENCE ON A 470.50 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 130.16 FEET (LONG CHORD BEARS S05°30'56"W, 129.75 FEET) TO THE SOUTHEAST CORNER OF SAID LOT 4, WILTHAM PLACE REPLAT 1, SAID CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF GILES ROAD; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF GILES ROAD S87°32'29"W, 33.00 FEET; THENCE N02°27'31"W, 193.72 FEET TO A POINT OF CURVATURE; THENCE ON A 70.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 38.20 FEET (LONG CHORD BEARS N47°19'20"W, 37.73 FEET); THENCE S87°27'29"W, 159.98 FEET;

THENCE N02°32'31"W, 583.71 FEET TO A POINT ON THE NORTH LINE OF LOT 3, SAID WILTHAM PLACE REPLAT 1; THENCE ON SAID NORTH LINE OF LOT 3, WILTHAM PLACE REPLAT 1 S87°27'29"W, 188.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, WILTHAM PLACE REPLAT 1, SAID CORNER ALSO BEING ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET FOR THE FOLLOWING SEVEN (7) DESCRIBED COURSES: (1) S02°27'02"E, 37.18 FEET; (2) S09°08'40"E, 132.73 FEET; (3) S02°37'19"W, 168.73 FEET; (4) S02°32'24"E, 55.60 FEET; (5) S02°35'44"E, 156.04 FEET; (6) S02°27'16"E, 88.34 FEET; (7) S15°45'55"E, 140.41 FEET TO THE SOUTHWEST CORNER OF LOT 1, WILTHAM PLACE, A PLATTED AND RECORDED SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 14; THENCE S02°29'13"E, 80.08 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 14; THENCE ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 14 S87°30'47"W, 70.92 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 5,068,281.98 SQUARE FEET OF 116.352 ACRES, MORE OR LESS.

III. CLASSIFICATIONS OF BUSINESSES, USERS OF SPACE, OR KINDS OF TRANSACTIONS. The following classifications of businesses, users of space, or kinds of transactions are found and determined to be reasonable and hereby established for purposes of imposing and levying the initial general business occupation tax on businesses and users of space within Enhanced Employment Area 1 pursuant to this Ordinance:

- A. Event Business, which means presenting, producing, or otherwise providing, offering or engaging in any performances, functions, events, or activities for admissions, fees, or other consideration within Enhanced Employment Area 1; and
- B. Retail Sales Business, which means engaging in retail sales within Enhanced Employment Area 1, as "retail sales" is defined in the Nebraska Revenue Act of 1967, as amended from time to time.

If a business or user of space engages in more than one Event Business or Retail Sales Business within Enhanced Employment Area 1, the Area 1 GBOT shall apply and be determined and due and owing to the City with respect to each Event Business or Retail Sales Business.

IV. GENERAL BUSINESS OCCUPATION TAX LEVY

- A. On and after the Effective Date, the City, in addition to any other applicable occupation, sales or other taxes imposed by the City from time to time, hereby imposes and levies the following general business occupation tax ("84th Street Enhanced Employment Area 1 GBOT" or "Area 1 GBOT") on all persons engaged in an Event Business or a Retail Sales Business within 84th Street Enhanced Employment Area 1, the amount of which Area 1 GBOT shall be determined as follows:

Classification of Business

Area 1 GBOT Rate

Event Business	Area 1 GBOT shall be calculated as 3.5% of total gross receipts derived by the taxpayer from the Event Business, including without limitation, all ticket sales, admissions, fees, event space or related personal property rentals, or other consideration ("Event Business Gross Receipts"), and
Retail Sales Business	Area 1 GBOT shall be calculated as 1.5% of total gross receipts derived by the taxpayer from the Retail Sales Business;

Provided, however, the Area 1 GBOT of an Event Business or Retail Sales Business shall be subject to the following conditions:

1. Gross receipts for purposes of determining the amount of any occupation taxes of any Event Business or Retail Sales Business pursuant to this Ordinance shall mean the total amount of receipts, revenues, consideration, donations, contributions, or monetary charges of any nature received without any deduction on account of expenses, taxes, or other costs. Provided, however, gross receipts shall exclude:
 - a. The amount of gross receipts from any sale or lease of any equipment or other tangible personal property in connection with construction of buildings or other improvements to real estate located within Enhanced Employment Area 1;
 - b. The amount of gross receipts from food or beverages sales that is included for purposes of calculating the amount of occupation tax of a Restaurant or Drinking Place pursuant to Code Section 113.10. Any such Restaurant or Drinking Place shall pay the Restaurants and Drinking Places Occupation Tax rather than the Area 1 GBOT with respect to such gross receipts. In addition, gross receipts for purposes of the Area 1 GBOT also shall exclude the amount of any gross receipts that Section 113.10 provides shall be excluded for purposes of calculating the occupation tax on Restaurants and Drinking Places;
 - c. The amount of gross receipts from hotel or motel room rentals that are included for purposes of calculating the amount of lodging occupation tax due and owing to the City ("Hotel/Motel Occupation Tax"). Any such business shall pay the Hotel/Motel Occupation Tax rather than the Area 1 GBOT with respect to such gross receipts.
 - d. The amount of any gross receipts that are exempt or otherwise not subject to Nebraska sales and use taxes under the Nebraska Revenue Act of 1967, as amended from time to time.
2. Gross receipts for purpose of calculating the Retail Sales Business occupation tax shall exclude any
 - a. Event Business Gross Receipts that are included for purposes of calculating the Area 1 GBOT on the Event Business,
 - b. Gross receipts that are included for purposes of calculating any occupation tax or franchise fee payable to the City for engaging in any cable television, telecommunications services, other communications services, or utilities business pursuant to a franchise or right of way agreement with the City, and
 - c. Gross receipts of the City's keno lottery collected by the City's keno lottery operator or its designee pursuant to a lottery operator agreement with the City.

3. The City or Agency at any time shall be authorized to increase any Area 1 GBOT Rate if proceeds from the Area 1 GBOT are insufficient to pay debt service of any bonds or refunding bonds that identify the Area 1 GBOT as an available source of payment, without obtaining further consent, agreement, or approval of any other party.
4. In addition to provisions of this Ordinance, the Area 1 GBOT will be levied and payable at such times and subject to applicable provisions, terms or conditions of Nebraska Statutes or the Municipal Code or other ordinances, resolutions, regulations, policies, guidance, agreements, documents, or instruments of the City or La Vista Community Development Agency as may be adopted, enacted, implemented, or amended from time to time, including without limitation Municipal Code Section 113.30.
5. If any Event Business or Retail Sales Business on the Effective Date is operating from any permanent location and improvements within the following described area, and such operations, location and improvements of such Event Business or Retail Sales Business continue after the Effective Date without material modification, imposition of the Area 1 GBOT pursuant to this Ordinance shall be subject to such owner or operator consent of such Event Business, Retail Sales Business, location, or improvements in form and content satisfactory to the City Administrator or the City Administrator's designee:

LOT 2 LA VISTA CITY CENTRE

The Agency and City Council agree to imposition of the Area 1 GBOT within 84th Street Enhanced Employment Area 1. The tax imposed by this Ordinance is a tax on the taxpayer for the privilege of engaging in the particular occupations within Enhanced Employment Area 1 of the City.

- B. **Use of Proceeds.** Proceeds of the Area 1 GBOT shall be deposited in a separate fund established by the City and used to pay all or any part of the costs and expenses of any redevelopment project as approved or modified from time to time within 84th Street Enhanced Employment Area 1, including without limitation, all costs and expenses of the City or Agency in connection with payment, funding, refunding, reimbursing, financing, or refinancing of any costs or expenses previously, currently, or in the future incurred or paid by the City or Agency for or in connection with planning, designing, engineering, legal services, financing, capitalized interest, demolition, development, site acquisition, grading, preparation, utilities, relocations, improvements, construction, maintenance, operations, repairs, replacements, or any other works, expenditures, or undertakings with respect to the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended from time to time. Proceeds of any such taxes shall be pledged or used in such manner as specified or approved from time to time by the City Council or City Administrator, or its or her designee.
- C. **Effective Date; Term.** The Area 1 GBOT shall commence April 1, 2020 ("Effective Date") at 4:00 a.m. and continue and remain in effect until November 15, 2060, unless otherwise specified in the City's Master Fee Ordinance or modified, extended, revoked or superseded by the Mayor and City Council; provided, however, the Area 1 GBOT shall not terminate and such tax shall continue in effect so long as any bonds are outstanding which were issued stating such occupation tax as an available source for payment.

- V. **REPEAL OF CONFLICTING PROVISIONS.** Any part of any previously enacted ordinance that conflicts with any part of this Ordinance is hereby repealed.
- VI. **SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.
- VII. **PUBLICATION AND EFFECTIVE DATE OF ORDINANCE.** This Ordinance shall be published and shall be in force and take effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, _____.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Public Improvement Redevelopment Project Area

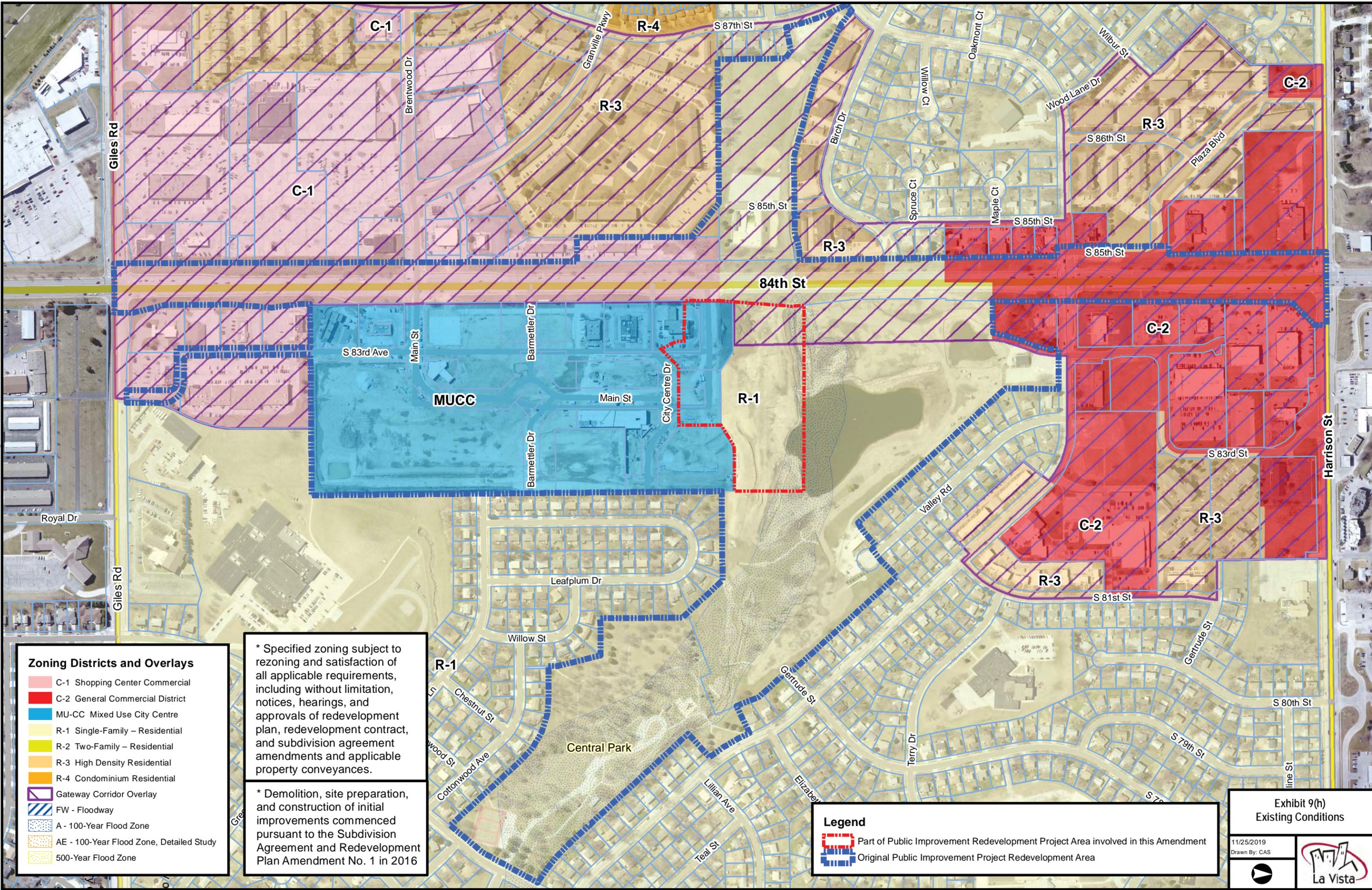
**Preliminary Depiction or Description of Parts of Public Improvement Redevelopment
Project Area Involved in Transition Area Public Improvements Pursuant to Second
Amendment to Subdivision Agreement**

Exhibit 9(g)

Map Showing Existing Conditions and Uses

**Map Showing Existing Conditions and Uses of Parts of Public Improvement
Redevelopment Project Area Involved in Transition Area Public Improvements Pursuant
to Second Amendment to Subdivision Agreement**

Exhibit 9(h)



Zoning Districts and Overlays

- C-1 Shopping Center Commercial
- C-2 General Commercial District
- MU-CC Mixed Use City Centre
- R-1 Single-Family – Residential
- R-2 Two-Family – Residential
- R-3 High Density Residential
- R-4 Condominium Residential
- Gateway Corridor Overlay
- FW - Floodway
- A - 100-Year Flood Zone
- AE - 100-Year Flood Zone, Detailed Study
- 500-Year Flood Zone

* Specified zoning subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

* Demolition, site preparation, and construction of initial improvements commenced pursuant to the Subdivision Agreement and Redevelopment Plan Amendment No. 1 in 2016

Legend

- Part of Public Improvement Redevelopment Project Area involved in this Amendment
- Original Public Improvement Project Redevelopment Area

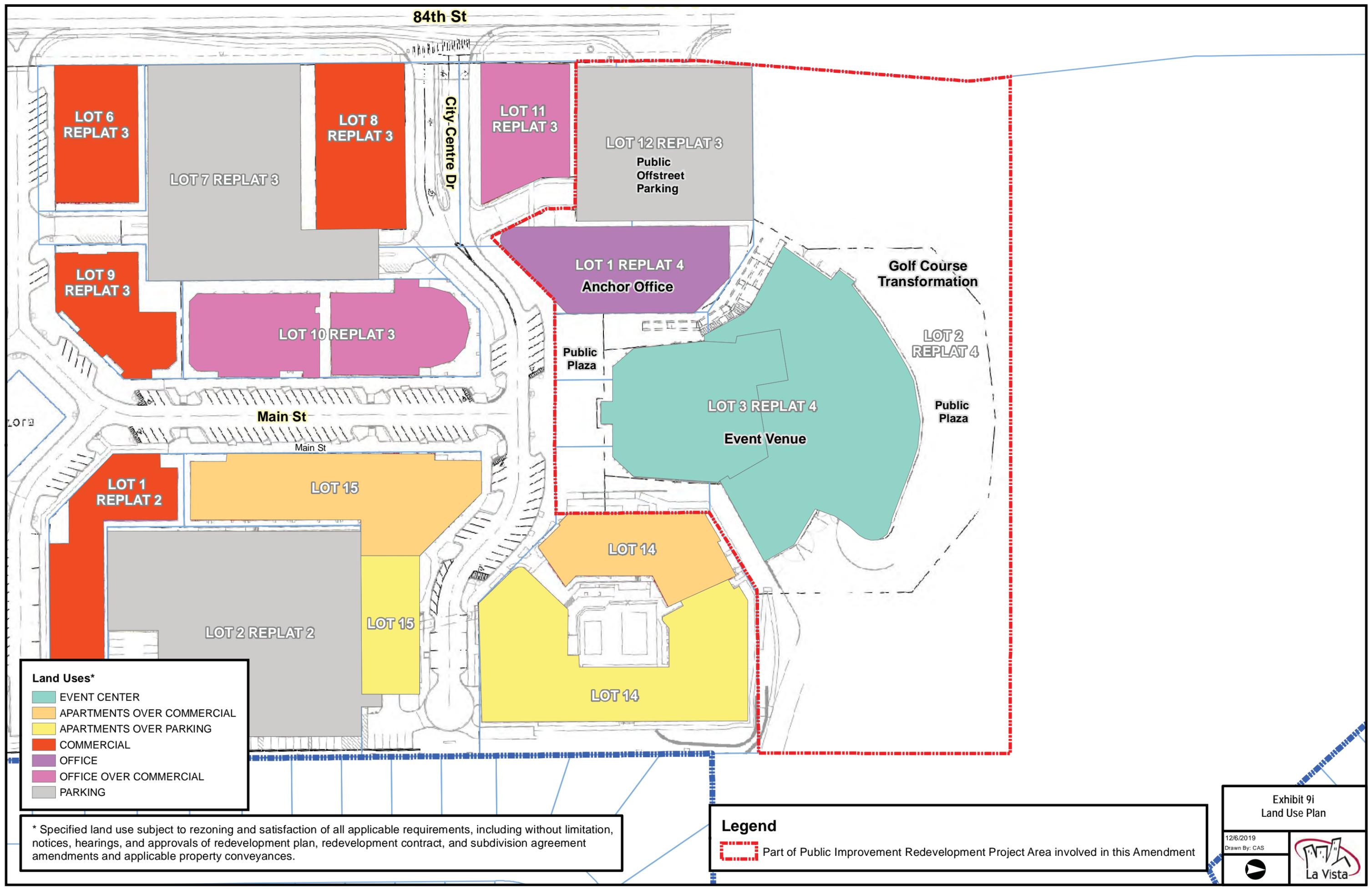
Exhibit 9(h)
Existing Conditions

11/25/2019
Drawn By: CAS

Land-Use Plan Showing Proposed Uses of the Area

**Preliminary Land-Use Plan Showing Proposed Uses of Parts of Public Improvement
Redevelopment Project Area Involved in Second Amendment to Subdivision Agreement**

Exhibit 9(i)



Land Uses*

■	EVENT CENTER
■	APARTMENTS OVER COMMERCIAL
■	APARTMENTS OVER PARKING
■	COMMERCIAL
■	OFFICE
■	OFFICE OVER COMMERCIAL
■	PARKING

* Specified land use subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

Legend
 Part of Public Improvement Redevelopment Project Area involved in this Amendment

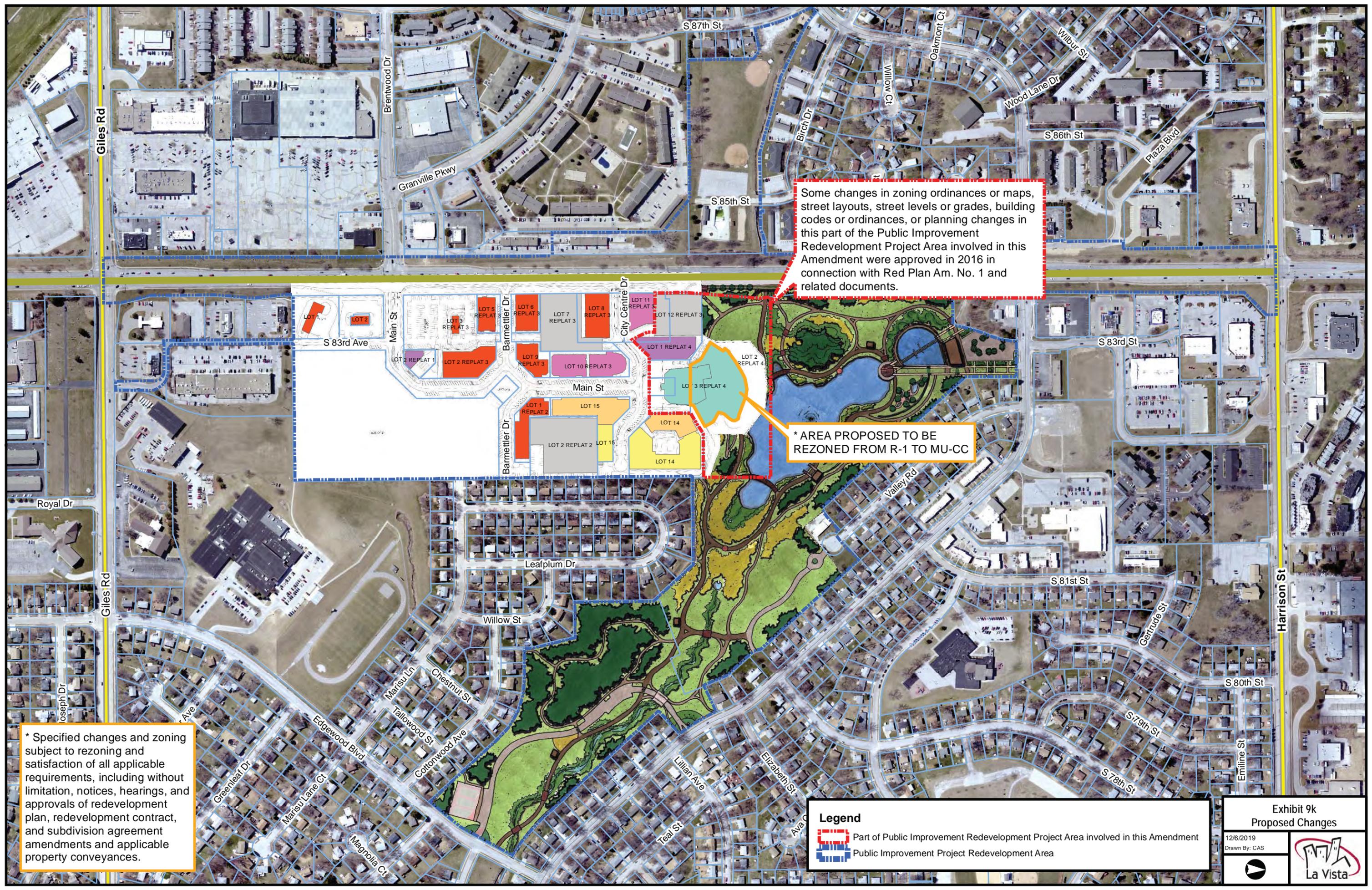
Exhibit 9i
Land Use Plan

12/6/2019
Drawn By: CAS

Statement of Proposed Changes in Zoning, Streets, or Building Codes

**Preliminary Statement of Proposed Changes in Zoning Ordinances or Maps, Street
Layouts, Street Levels or Grades, Building Codes or Ordinances, or Planning Changes in
Connection with Transition Area Public Improvements or Second Amendment to
Subdivision Agreement**

Exhibit 9(k)



Some changes in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes in this part of the Public Improvement Redevelopment Project Area involved in this Amendment were approved in 2016 in connection with Red Plan Am. No. 1 and related documents.

* AREA PROPOSED TO BE REZONED FROM R-1 TO MU-CC

* Specified changes and zoning subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

Legend

-  Part of Public Improvement Redevelopment Project Area involved in this Amendment
-  Public Improvement Project Redevelopment Area

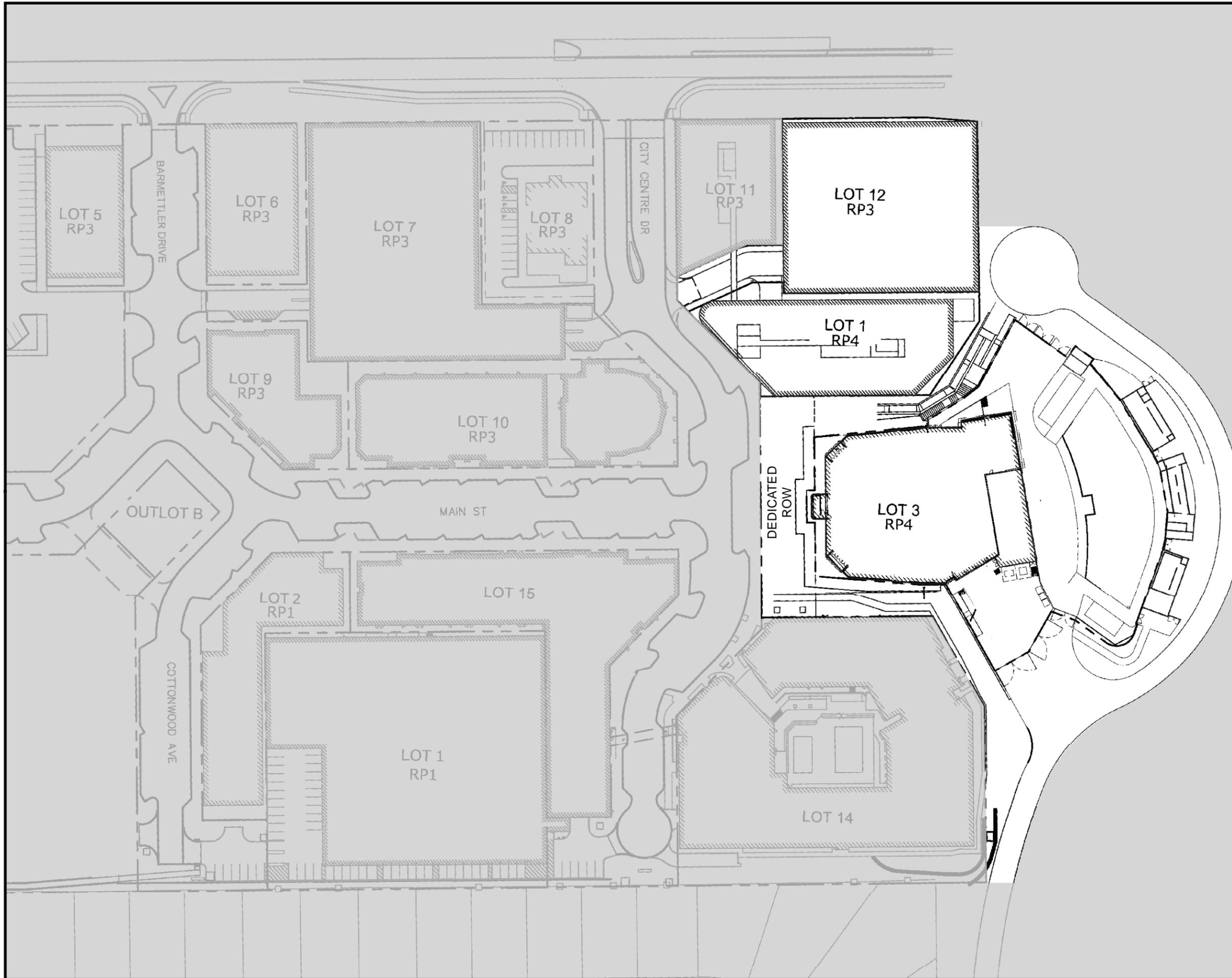
Exhibit 9k
Proposed Changes

12/6/2019
Drawn By: CAS



Site Plan of Public Improvement Redevelopment Project Area
Preliminary Site Plan Including Parts of the Public Improvement Redevelopment Project
Area Involved in Second Amendment to Subdivision Agreement

Exhibit 9(l)



Statement of Additional Public Facilities or Utilities

**Preliminary Statement of Kind and Number of Additional Public Facilities or Utilities
Required to Support New Land Uses in Parts of the Public Improvement Redevelopment
Project Area Involved in Second Amendment to Subdivision Agreement After
Redevelopment**

For a preliminary statement of the kind and number of additional public facilities or utilities projected to be required to support new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Second Amendment after redevelopment, see Exhibits 3-1, 3-2, and 3(ii), in addition to Additional Subdivider Infrastructure Improvements.

Exhibit 9(m)

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
COMPREHENSIVE PLAN AMENDMENT TO INCORPORATE REDEVELOPMENT PLAN FOR THE 84 TH STREET REDEVELOPMENT AREA – AMENDMENT NO. 2	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an Ordinance has been prepared to approve an amendment to the Comprehensive Development Plan (“Comprehensive Plan”) to incorporate Redevelopment Plan for the 84th Street Redevelopment Area - Amendment No. 2 (“Amendment No. 2”) into the Comprehensive Plan.

FISCAL IMPACT

Funds are budgeted.

RECOMMENDATION

Approval.

BACKGROUND

The Comprehensive Plan, which is the general plan for development of the City as a whole, was amended in 2013 and 2016 to incorporate the *Redevelopment Plan for the 84th Street Redevelopment Area* (“Initial Redevelopment Plan”) and *Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 1* (the Initial Redevelopment Plan, as amended by Amendment No. 1, is referred to in this council report as “Redevelopment Plan”); and the Redevelopment Plan continues as part of the current Comprehensive Plan.

Earlier in the meeting agenda, an additional proposed amendment to the Redevelopment Plan, titled “Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 2” (“Redevelopment Plan Amendment No. 2”) is presented to among other things provide further specification with respect to certain improvements of the mixed use redevelopment project and public improvement redevelopment project, including the indoor/outdoor event center and public improvements, and related redevelopment plan provisions. A proposed Ordinance is presented for the City Council to amend the current Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 2 into it.

The Planning Commission after notice and public hearing on February 20, 2020 voted unanimously to recommend City Council approval of an amendment to the current Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 2, subject to, among other things, City Council adoption of Amendment No. 2. Such recommendation of the Planning Commission is on file with the Agency and City Council pursuant to a Certificate of the Chairman of the Planning Commission.

ORDINANCE NO.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND SECTION 1 OF ORDINANCE NO. 1379 CODIFIED IN SECTIONS 151.01 AND 151.02 OF THE LA VISTA MUNICIPAL CODE TO INCORPORATE AMENDMENT NO. 2 OF THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA INTO THE COMPREHENSIVE DEVELOPMENT PLAN; TO REPEAL SECTION 1 OF ORDINANCE NO. 1379 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 AND ANY CONFLICTING ORDINANCES OR PARTS THEREOF AS PREVIOUSLY ENACTED; AND TO PROVIDE FOR SEVERABILITY AND FOR THE EFFECTIVE DATE HEREOF.

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

WHEREAS, Ordinance No. 1379 dated February 4, 2020 amended, repealed and replaced Sections 1 and 2 of Ordinance No. 1367 codified in Municipal Code Sections 151.01 and 151.02 and incorporating the La Vista Comprehensive Plan, Updated December 2018, in their entirety with, and adopted, revised Sections 151.01 and 151.02 and thereby the City of La Vista Comprehensive Plan, Updated December 2018, as amended February 4, 2020, ("Comprehensive Plan") including and incorporating therein without limitation the Redevelopment Plan for the 84th Street Redevelopment Area and Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area as Appendices D and E, respectively, in addition to other specified Appendices; and

WHEREAS, an amended comprehensive development plan, titled "City of La Vista Comprehensive Plan, Updated December 2018, as amended March 3, 2020" and incorporating therein the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, and Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area, as Appendices D, E-1 and E-2, respectively, in addition to other specified Appendices, is presented with this Ordinance as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Mayor and City Council desire to amend Ordinance No. 1379 and the Comprehensive Plan, and adopt the City of La Vista Comprehensive Plan, Updated December 2018, as amended March 3, 2020.

NOW THEREFORE, the following are approved, conditioned on City Council approval of Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area:

SECTION 1. Amendment of Section 1 of Ordinance No. 1379 codified in Municipal Code Sections 151.01 and 151.02. Section 1 of Ordinance No. 1379, codified in Municipal Code Sections 151.01 and 151.02, is hereby amended, repealed and replaced in its entirety with the following:

"§ 151.01 COMPREHENSIVE PLAN ADOPTED. In order to accommodate anticipated long-range future growth, the City of La Vista Comprehensive Plan, Updated December 2018, as amended March 3, 2020, and including and incorporating therein, without limitation, the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, and Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area, as Appendices D, E-1 and E-2, respectively, and further including and incorporating therein, without limitation, all other Appendices A, B, C, F, and G, as presented and on file with the City Clerk and as may from time to time be amended, is adopted as and shall constitute the comprehensive development plan of the City of La Vista and general plan for development of the City as a whole. Three copies of the adopted plan and any amendments thereto shall be kept with enacting or amending ordinances on file with the City Clerk and available for inspection by any member of the public during office hours.

§ 151.02 ADOPTION OF OFFICIAL LA VISTA COMPREHENSIVE PLAN UPDATE. The City of La Vista Comprehensive Plan, Updated December 2018, as amended March 3, 2020, received and recommended by the La Vista Planning Commission, and including and incorporating therein, without limitation, Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1

to the Redevelopment Plan for the 84th Street Redevelopment Area and Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area, as Appendices D, E-1 and E-2, respectively, and further including and incorporating therein, without limitation, all other Appendices A, B, C, F, and G, as presented and on file with the City Clerk and as may from time to time be amended, is hereby adopted and shall constitute the official governing comprehensive development plan of the City, general plan for development of the city as a whole, and the successor and replacement of the City of La Vista Comprehensive Plan, Updated December 2018, as amended February 4, 2020, or any other previously adopted comprehensive development plan or amendment thereto."

SECTION 2. Recitals. Recitals at the beginning of this Ordinance and all documents, exhibits and appendices referenced in this Ordinance are incorporated into this Ordinance by such reference as if fully set forth herein.

SECTION 3. Repeal. Section 1 of Ordinance No. 1379 codified in Municipal Code Sections 151.01 and 151.02, and all other ordinances and any parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof are hereby repealed.

SECTION 4. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid..

SECTION 5. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication in book or pamphlet form or otherwise in accordance with applicable law.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

EXHIBIT A



L O O K O U T

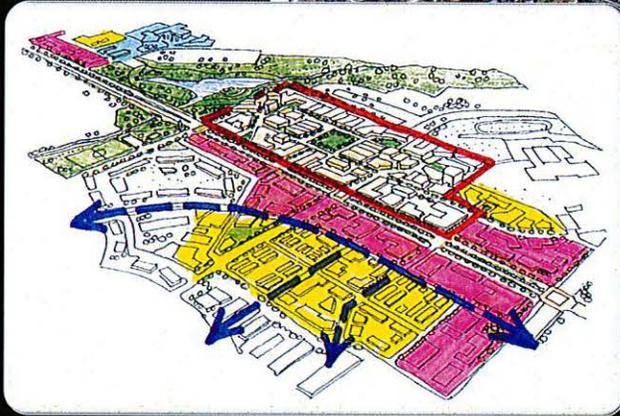
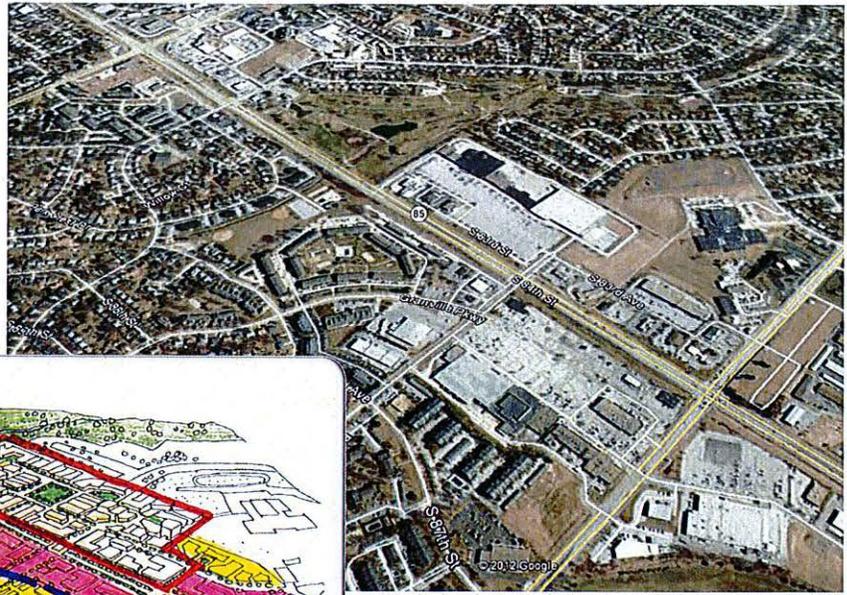
LA VISTA

COMPREHENSIVE PLAN

UPDATED DECEMBER 2018

AS AMENDED MARCH 3, 2020

A full copy is available in the office of the City Clerk.



Redevelopment Plan

“84TH Street Redevelopment Area”

La Vista, Nebraska

HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH

*COMPREHENSIVE PLANS & ZONING * HOUSING STUDIES *
DOWNTOWN, NEIGHBORHOOD & REDEVELOPMENT PLANNING *
CONSULTANTS FOR AFFORDABLE HOUSING DEVELOPMENTS**

Lincoln, Nebraska*402-464-5383



JULY, 2013

City of La Vista
Redevelopment Plan
“84th Street Redevelopment Area”
Amendment No. 1

City of La Vista
Redevelopment Plan
“84th Street Redevelopment Area”
Amendment No. 2

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
DECLARATION OF SURPLUS PROPERTY — PART OF TAX LOT 12 14-14-12 AND PART OF OUTLOT A LA VISTA CITY CENTRE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

An ordinance has been prepared declaring a portion of Tax Lot 12 14-14-12 and a portion of Outlot A, La Vista City Centre as surplus property.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

An ordinance has been prepared declaring a portion of Tax Lot 12 14-14-12 and a portion of Outlot A, La Vista City Centre as surplus property described in the Ordinance and shown on Exhibit A.

ORDINANCE NO.

AN ORDINANCE MAKING FINDINGS AND DETERMINATIONS AND DECLARING A PORTION OF TAX LOT 12 14-14-12 AND A PORTION OF OUTLOT A, LA VISTA CITY CENTRE, AS SURPLUS PROPERTY; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AUTHORIZATION OF FURTHER ACTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

SECTION 1. Findings and Determinations. The Mayor and City Council hereby make and approve the following findings and determinations as necessary, proper, expedient, and in the best interests and general welfare of the City and its residents:

1. The City of La Vista ("City") owns the following property ("Property"):

"Parcel 1" (Portion of Tax Lot 12 14-14-12)

A PORTION OF TAX LOT 12 14-14-12, TO BE REPLATTED AS PART OF LOT 3, LA VISTA CITY CENTRE REPLAT FOUR, IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON THE EAST LINE OF SAID LOT 3 FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) ON AN ASSUMED BEARING OF N02°37'08"E, 115.96 FEET; (2) N02°22'52"W, 11.16 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID NORTH LINE OF THE SOUTHWEST QUARTER, S87°27'44"W, 179.76 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE ON THE WEST LINE OF LOT 3 FOR THE FOLLOWING TWENTY-FOUR (24) DESCRIBED COURSES: (1) N32°51'32"W, 41.46 FEET; (2) N39°33'31"W, 21.75 FEET; (3) N63°16'46"W, 82.92 FEET; (4) N33°37'10"E, 69.90 FEET; (5) N56°22'50"W, 15.21 FEET; (6) N33°37'10"E, 24.00 FEET; (7) S56°22'50"E, 6.31; (8) N49°10'45"E, 51.76 FEET; (9) N56°32'55"E, 66.27 FEET; (10) N61°02'30"E, 12.09 FEET; (11) N68°31'09"E, 11.30 FEET; (12) N77°58'40"E, 43.66 FEET; (13) S87°06'38"E, 29.01 FEET; (14) S79°32'17"E, 11.88 FEET; (15) S71°56'29"E, 86.35 FEET; (16) N18°03'31"E, 1.69 FEET; (17) S71°56'29"E, 10.91 FEET TO A POINT OF CURVATURE; (18) ON A 20.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 36.85 FEET (LONG CHORD BEARS S19°09'41"E, 31.85 FEET); (19) S33°37'06"W, 41.61 FEET; (20) S18°13'25"W, 26.66 FEET; (21) S61°22'02"E, 50.32 FEET; (22) S31°23'44"E, 41.87 FEET; (23) S58°36'05"W, 108.01 FEET; (24) S02°22'52"E, 15.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 67,995.01 SQUARE FEET OR 1.561 ACRES, MORE OR LESS; and

"Parcel 2" (Portion of Outlot A, La Vista City Centre)

A PORTION OF OUTLOT A, LA VISTA CITY CENTRE, TO BE REPLATTED AS PART OF LOT 3, LA VISTA CITY CENTRE REPLAT FOUR, IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON THE SOUTH LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF S87°37'07"W, 35.08 FEET; THENCE N02°22'53"W, 56.05 FEET; THENCE S87°37'07"W, 80.00 FEET; THENCE S02°22'53"E, 56.05 FEET TO A POINT ON SAID SOUTH LINE OF LOT 3; THENCE ON SAID SOUTH LINE OF LOT 3 S87°37'07"W, 35.76 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOT 3 FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1)

N07°22'52"W, 123.61 FEET; (2) S87°37'08"W, 6.25 FEET; (3) N32°51'32"W, 3.53 FEET; THENCE N87°27'28"E, 179.76 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE ON SAID EAST LINE OF LOT 3 FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) S02°22'52"E, 11.17 FEET; (2)

S02°37'08"W, 115.96 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 16,003.10 SQUARE FEET OR 0.367 ACRES, MORE OR LESS.

La Vista City Centre Replat Four is attached as Exhibit A and incorporated herein by this reference, which Exhibit generally depicts the part of Lot 3, La Vista City Centre Replat Four constituting Parcel 1, and generally depicts the part of Lot 3, La Vista City Centre Replat Four constituting Parcel 2.

2. The Property has ceased being used and no longer is not needed for recreational, park, or any other municipal purpose or use of the City.
3. The City desires to declare and designate the Property as surplus property to be held, transferred, and/or conveyed in whole or in part in such manner, on such terms, and for such purposes, uses, and consideration as the Mayor and City Council determine necessary or appropriate.

SECTION 2. Declaration Surplus Property. The Property is hereby declared and designated surplus property and shall be held, transferred, and/or conveyed in whole or in part in such manner, on such terms, and for such purposes, uses, and consideration as the Mayor and City Council determine necessary or appropriate in their sole discretion.

SECTION 2. Repeal of Conflicting Ordinances. Any ordinances or parts of ordinances as previously enacted that are in conflict with this Ordinance or parts of this Ordinance are hereby repealed to the extent necessary to eliminate such conflict.

SECTION 4. Authorization of Further Actions. The Mayor, City Administrator, City Engineer, City Clerk, and any designee of any of the foregoing, each shall be authorized to take such further actions, including without limitation preparing, executing, and filing such documents and instruments, as he or she determines necessary or appropriate to carry out the actions approved in this Ordinance.

SECTION 5. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 6. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication in accordance with applicable law.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

EXHIBIT A
LA VISTA CITY CENTRE REPLAT FOUR

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
VEHICLE OFF-STREET PARKING DISTRICT NO. 2 - PROPOSED RESOLUTION FOR ADDITIONAL PUBLIC OFF-STREET PARKING FACILITIES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT

SYNOPSIS

A public hearing will be held on a proposed for additional public off-street parking facilities to be constructed in Vehicle Off-Street Parking District No. 2 of the City of La Vista.

FISCAL IMPACT

The City has and will continue to budget for any anticipated expenses associated with any public off street parking facilities.

RECOMMENDATION

Approval.

BACKGROUND

Eliminating and preventing recurrence of the substandard and blighted 84th Street Redevelopment Area is a priority of the Mayor and City Council. The Mayor and Council in the Redevelopment Plan for the 84th Street Redevelopment Area, as amended, recognized the potential need for public offstreet parking in the Area, and by Ordinance No. 1301 created Vehicle Off-Street Parking District No. 2 to acquire and construct off-street parking facilities within said Area. Ordinance No. 1301 contemplated the possibility of additional facilities to those initially estimated in Ordinance No. 1301. Council at its February 4, 2020 meeting provided for notice and a public hearing to be held at the March 3, 2020 City Council meeting on a proposed resolution to construct additional public offstreet parking facilities within Vehicle Off-Street Parking District No. 2. The proposed resolution is included with this agenda item for consideration following the public hearing.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO OWN, PURCHASE, CONSTRUCT, EQUIP, LEASE, AND/OR OPERATE ADDITIONAL PUBLIC OFFSTREET PARKING FACILITIES WITHIN THE CITY'S OFFSTREET PARKING DISTRICT NO. 2.

BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, as follows:

1. The Mayor and City Council hereby find and determine (a) that by City of La Vista Ordinance No. 1301, Vehicle Off-Street Parking District No. 2 of the City of La Vista, Nebraska, (the "District"), in the interests of public health, welfare, convenience and necessity, was duly created under the terms of Neb. Rev. Stat. Sections 19-3301 through 19-3327 (the "Act") for purposes of acquiring and constructing off-street parking facilities to, among other things, promote safe and uncongested traffic flows through, in and around City streets, Nebraska State Highway 85 (84th Street), Giles Road, Harrison Street and connections with Interstate 80 and other parts of the metro area, encourage redevelopment of the 84th Street Redevelopment Area and eliminate and prevent recurrence of the substandard and blighted area, and enhance the possibilities of additional services to the City and its inhabitants, and for additional tax revenues for supporting the costs of public services ("Public Purposes"); (b) Section 3 of Ordinance No. 1301 contemplated that additional improvements to those estimated in Ordinance No. 1301 may be owned, purchased, constructed, equipped, leased, or operated in the District, and additional costs and expenses incurred, from time to time, as provided for in Neb. Rev. Stat. Section 19-3327; (c) additional public offstreet parking facilities within the District are proposed; (d) the Mayor and City Council are of the opinion that the District, together with other potential areas and inhabitants of the City, will be benefited by such additional facilities, and (e) all notice, hearing and other requirements of Section 19-3327 have been satisfied.

2. The Mayor and City Council, in the interests of public health, safety, welfare, convenience and necessity and to further Public Purposes set forth above and encourage tourism and visitors to the City and additional retail, commercial, recreational, entertainment facilities, services and amenities to or for the City and its residents, hereby further find and determine pursuant to Neb. Rev. Stat. Section 19-3327 that it is necessary and deem it advisable for the City to own, purchase, construct, equip, lease, and/or operate public offstreet parking facilities (the "Additional Public Offstreet Parking Facilities") within the District in addition to offstreet parking facilities initially contemplated and estimated for Lots 7 and 17, La Vista City Centre, at the time of creation of the District; and such Additional Public Offstreet Parking Facilities, and the ownership, purchase, construction, equipping, lease, and/or operation thereof by the City, are hereby authorized and approved.

3. The engineer's estimate of the sum of money to be expended in the acquisition of property and the construction of Additional Public Offstreet Parking Facilities is \$15,669,000, comprised of \$809,000 estimated for land acquisition and \$14,860,000 for construction related costs. According to preliminary plans, Additional Public Offstreet Parking Facilities will be located within Lot 12, La Vista City Centre Replat 3, accessed by 40-foot-wide Right-of-Way connecting with City Centre Drive, and consist of initial concrete or asphalt surface parking of approximately 98 stalls, and storm sewer and grading to convey drainage and desirable stall configurations, and

eventually a multi-level reinforced concrete parking structure, with approximately 500 stalls. Pedestrian access is contemplated to and from adjacent pedestrian walkways in the vicinity.

Land needed for Additional Public Offstreet Parking Facilities will be purchased from La Visa City Centre, LLC, or such other person or entity owning the property at the time, ("Seller") at an initially estimated average price of \$18.00 per square foot, to be acquired by City by conveying to Seller in exchange surplus City property for redevelopment and such other consideration as the City Administrator, City Engineer, or her or his designee determines satisfactory, if any. Conveyances will be carried out by warranty deeds, on a closing date and in accordance with other terms or conditions as the City Administrator or City Engineer or her or his designee determines satisfactory. Construction costs will be paid pursuant to contracts entered with contractors selected by the City in accordance with applicable laws. Costs and expenses connected with Additional Public Offstreet Parking Facilities, including without limitation any financing costs or expenses, shall be paid in the manner and from such sources as described in Ordinance No. 1301, including general taxes, special property taxes or assessments on property within the District, and/or general property taxes, sales taxes, occupation taxes, or other funds of the City or made available for such purposes, with any financing being provided by issuance of the City's general obligation bonds, all as provided for in the Act or other applicable statutes and from time to time determined by the Mayor and City Council, and with such revenues, as the Mayor and City Council determine appropriate at the time of issuance, to be pledged for the payment of any such bonds. There shall be levied upon all the taxable property in the City a tax which, together with any sinking fund derived from special assessments and other revenue pledged for the payment of the bonds and interest thereon, shall be sufficient to meet payments of interest and principal as the same become due. No special assessments are expected to be levied.

4. This resolution shall be in force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
CITY ACQUISITION OF REAL PROPERTY 84 TH STREET REDEVELOPMENT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY DEVELOPMENT DIRECTOR

SYNOPSIS

Public hearing will be held and a resolution has been prepared to approve the city acquisition of real property for public improvements within the 84th Street Redevelopment Area.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Public hearing will be held and a resolution has been prepared to approve the city acquisition of real property. The property acquisition is necessary for various public improvements within the 84th Street Redevelopment Area. The areas to be acquired are depicted in Exhibit A of the attached resolution.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AUTHORIZE AND APPROVE THE PURCHASE OF REAL PROPERTY AND FURTHER ACTIONS.

BE IT RESOLVED, that the Mayor and City Council find and determine that:

1. The City desires to purchase property described or depicted in attached Exhibit A ("Property") for public improvements and purposes. The estimated purchase price is approximately \$1.1 million, plus pro rated costs at closing, if any, as approved by the City Administrator, ("Price") for tracts totaling an estimated 60,000 square feet, which Price may be paid or provided by payment of cash or conveyance of property in exchange at closing, or any combination of cash and property. Terms and conditions of the purchase, including without limitation amounts, locations, dimensions, and boundaries of the Property, Price, and any property to be conveyed in exchange, are subject to additions, subtractions, or changes, finalization, and approvals as the City Administrator or City Engineer or her or his designee determines necessary or appropriate;
2. The City published notice of public hearing on the proposed purchase of the Property and, before consideration of this Resolution, held the public hearing during the regular City Council meeting on March 3, 2020 which notice and hearing are hereby ratified, affirmed, and approved;
3. All applicable statutory requirements related to the proposed purchase have been satisfied; and
4. A purchase agreement for the Property is proposed in form on file with the City Clerk and incorporated herein by this reference ("Purchase Agreement"). Purchase of the Property may be carried out all at once or in phases by and through the parties entering and executing one or more Purchase Agreements and closing. The Purchase Agreement as presented will be used for all such purchases and closings, subject to any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee determines necessary or appropriate.

BE IT FURTHER RESOLVED, that the Mayor and City Council adopt and approve the following actions: The Purchase Agreement and purchase of the Property at the Price is approved, subject to the following, as the City Administrator, City Engineer, or her or his designee determines necessary or appropriate: final determination by survey or plat of amounts, dimensions, locations, and boundaries of the Property to be acquired, any additions, subtractions, or changes to the Property, Price, Purchase Agreement, or any property to be conveyed by the City in exchange, any required approvals, and any other required terms and conditions..

BE IT FURTHER RESOLVED, that the Mayor, City Administrator, or City Engineer, or his or her designee, is hereby authorized to take all actions he or she determines necessary or appropriate to carry out this Resolution or the actions approved herein.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

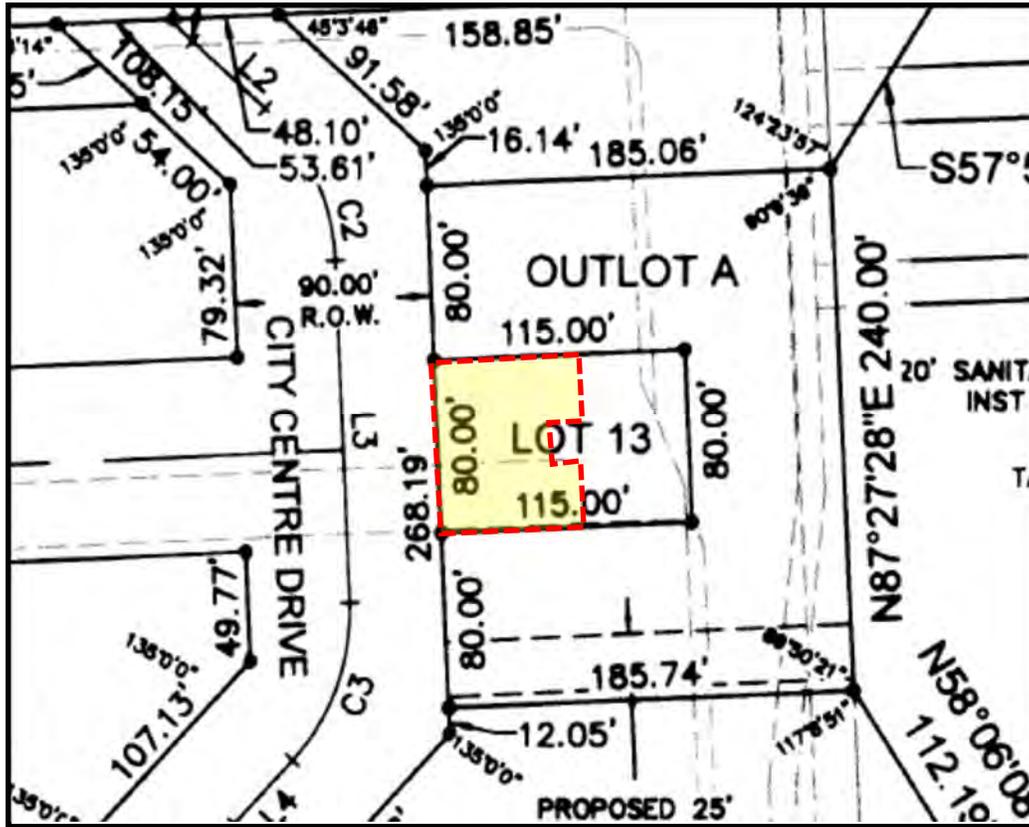
CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

PARCEL A



(PRIVATE TO PUBLIC)

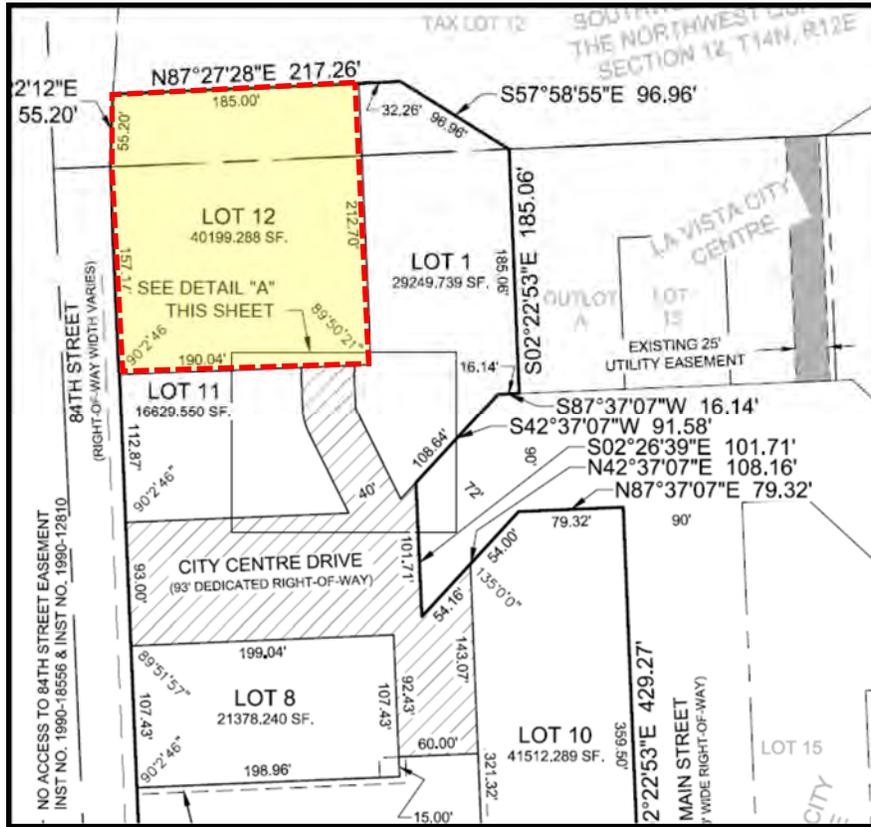
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN CITY CENTRE DRIVE AS DEDICATED BY LA VISTA CITY CENTRE THEATER, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON THE NORTH RIGHT-OF-WAY LINE OF SAID CITY CENTRE DRIVE ON AN ASSUMED BEARING OF S87°37'07\"/>

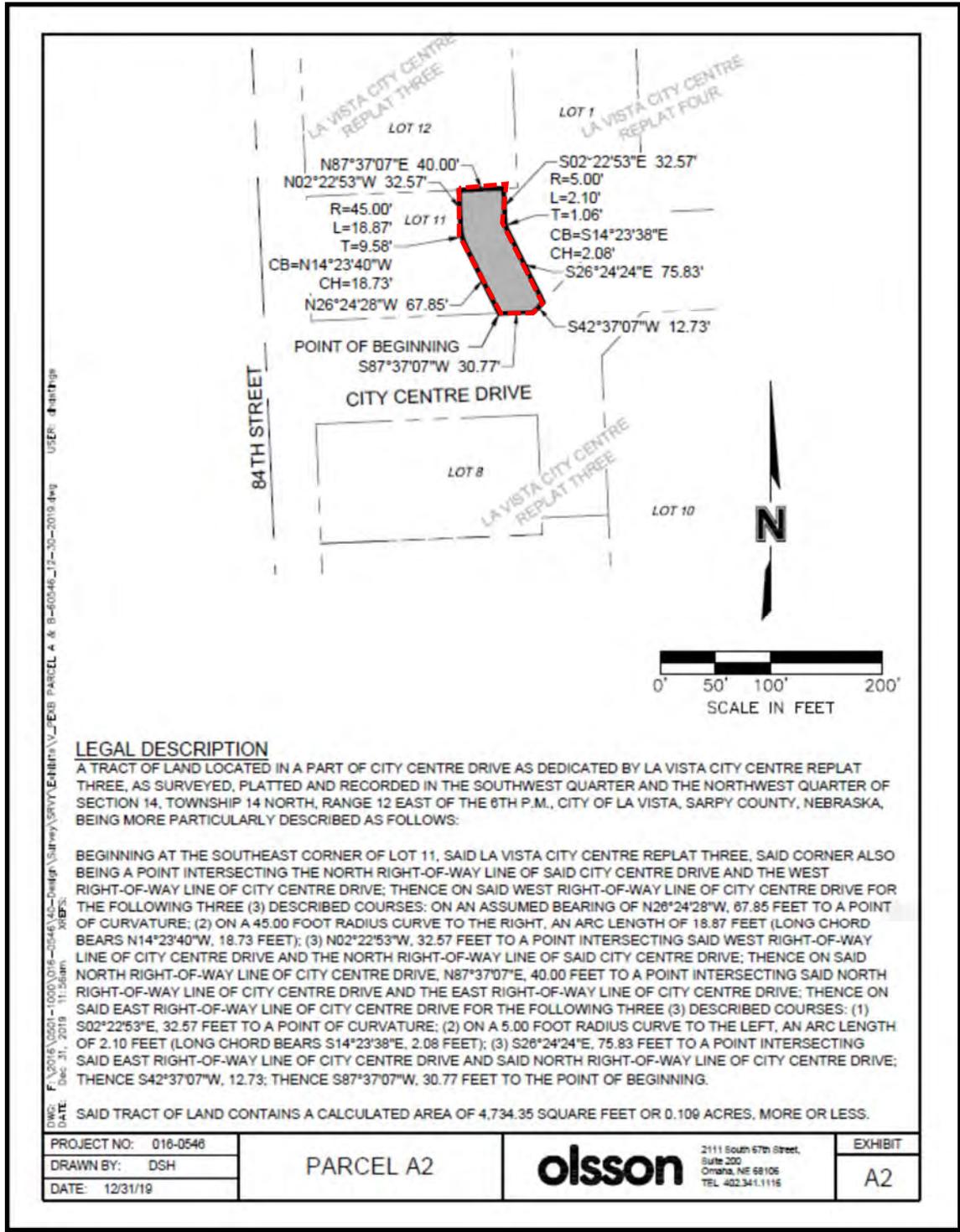
SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 4,403.31 SQUARE FEET OR 0.101 ACRES, MORE OR LESS.

PARCEL B



Lot 12 La Vista City Centre Replat 3, City of La Vista, Sarpy County, NE

PARCEL C



PROJECT NO: 016-0546
 DRAWN BY: DSH
 DATE: 12/31/19

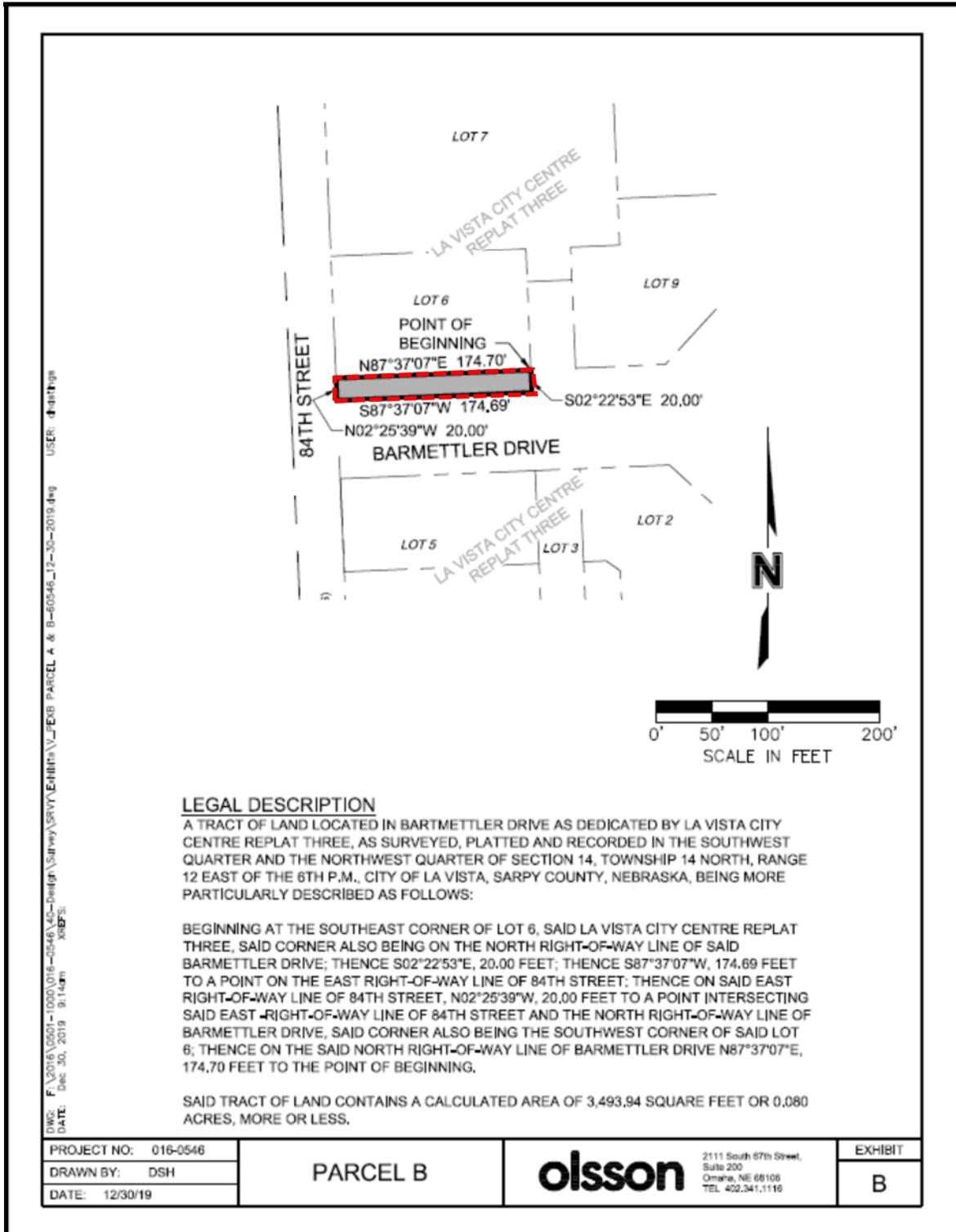
PARCEL A2



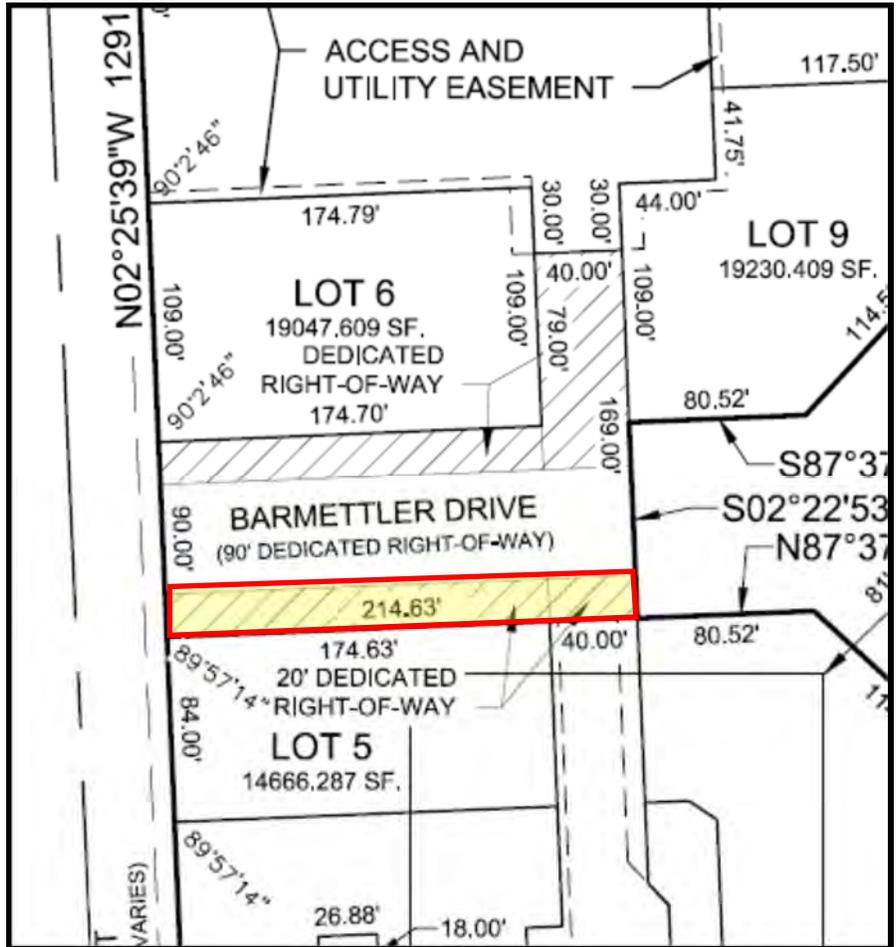
2111 South 67th Street,
 Suite 200
 Omaha, NE 68106
 TEL 402.341.1116

EXHIBIT
 A2

PARCEL D



PARCEL E



(PRIVATE TO PUBLIC)

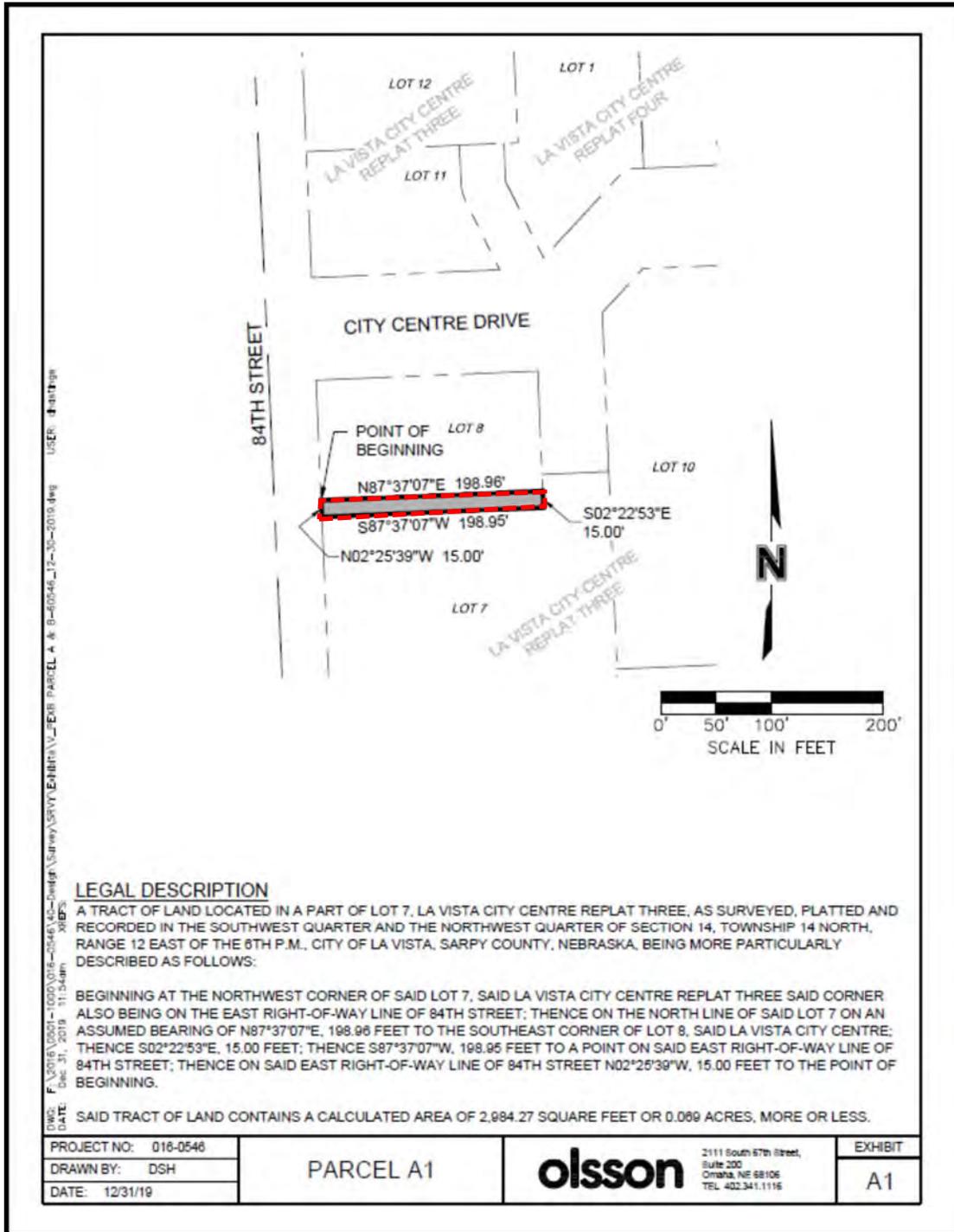
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN BARMETTLER DRIVE AS DEDICATED BY LA VISTA CITY CENTRE REPLAT THREE, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID CORNER ALSO BEING A POINT INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF SAID BARMETTLER DRIVE AND THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET EXTEND ON AN ASSUMED BEARING OF N02°25'39"W, 20.00 FEET; THENCE N87°37'07"E, 214.65 FEET; THENCE S02°22'53"E, 20.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF BARMETTLER DRIVE; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF BARMETTLER DRIVE S87°37'07"W, 214.63 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 4,292.81 SQUARE FEET OR 0.099 ACRES, MORE OR LESS.

PARCEL F



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
SECOND AMENDMENT TO SUBDIVISION AGREEMENT LA VISTA CITY CENTRE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT

SYNOPSIS

A resolution has been prepared to approve a Second Amendment to the La Vista City Centre Subdivision Agreement.

FISCAL IMPACT

Funds are budgeted.

RECOMMENDATION

Approval.

BACKGROUND

A resolution has been prepared to approve a Second Amendment to the Subdivision Agreement for La Vista City Centre.

The City is a party to La Vista City Centre Subdivision Agreement dated December 1, 2016, as amended by the First Amendment dated December 19, 2019. A Second Amendment to the Subdivision Agreement is proposed to provide further specification with respect to certain improvements including improvements in connection with La Vista City Centre Replat 4.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING SECOND AMENDMENT TO SUBDIVISION AGREEMENT, LA VISTA CITY CENTRE.

WHEREAS, the City is a party to La Vista City Centre Subdivision Agreement dated December 1, 2016 ("Original Subdivision Agreement"), as amended by a First Amendment to Subdivision Agreement ("First Amendment") (the Original Subdivision Agreement and First Amendment are referred to herein together as "Subdivision Agreement"). The Second Amendment to Subdivision Agreement is proposed as presented at this meeting or on file with the City Clerk to provide further specification with respect to certain improvements. The City considered all proposals and the financial and legal ability of prospective redevelopers to carry out their proposals in the 84th Street Redevelopment Area.

NOW THEREFORE, BE IT RESOLVED, that the Second Amendment to Subdivision Agreement as presented at this meeting ("Amendment") is deemed to be in the public interest and in furtherance of the purposes of the Community Development Law, and is hereby approved, which approval at an open public meeting shall constitute notification of the City's intention to accept such Amendment ("Notification"). The Mayor on behalf of the City shall be authorized to accept the Amendment on behalf of City by executing it, subject to such additions, subtractions, or modifications as the City Administrator or City Engineer may determine necessary or appropriate, and not in any other manner, and further subject to satisfaction of all applicable requirements as the City Administrator or City Administrator's designee determines necessary or appropriate to carry out the provisions of the Amendment or Second Amendment to Redevelopment Agreement, including without limitation, any required notices, hearings, authorizations, rights, conditions, or approvals with respect to any proposed or required platting or zoning action, permit, economic development program grant, Vehicle Off-Street Parking District No. 2 additional improvements, general business occupation taxes, financing, or property conveyances. Acceptance of the Amendment shall be effective thirty-one days after the Notification.

BE IT FURTHER RESOLVED, that the recitals above are incorporated by reference, and the Mayor or City Administrator, in addition to any otherwise authorized persons, shall be authorized to take all steps or actions on behalf of the City as he or she determines necessary or appropriate to carry out the actions approved in this Resolution, including, without limitation, effectuating or carrying out the Amendment and Subdivision Agreement, as amended.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

SECOND AMENDMENT TO SUBDIVISION AGREEMENT

This Second Amendment to Subdivision Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section 9cc below by and between the City of La Vista, a Nebraska municipal corporation (“City”), La Vista City Centre, LLC, a Nebraska limited liability company, (“Subdivider”), One Percent Productions, L.L.C., a Nebraska limited liability company, (“One Percent”), Mammoth, Inc., a Kansas corporation authorized to do business in Nebraska, (“Mammoth”) (together Subdivider, One Percent, and Mammoth sometimes are referred to herein as “Event Venue Subdivider”), La Vista Car Wash LLC, a Nebraska limited liability company (“Car Wash”), City Centre I LLC, a Nebraska limited liability company, (“City Centre I”), and E&W Holdings, LLC, a Nebraska limited liability company (“E&W”).

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

A. The Mayor and City Council in 2012 declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment. To eliminate and prevent recurrence of the substandard and blighted area, the Mayor and City Council in 2013 adopted the Redevelopment Plan - 84th Street Redevelopment Area, as amended in 2016 by Amendment No. 1 and providing for a Mixed Use Redevelopment Project and tax increment financing (“TIF”) in response to a redevelopment application (“Redevelopment Application”) submitted by Subdivider with the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by Ordinance No. 1167 (“CDA”), and a Public Improvement Redevelopment Project (“Redevelopment Plan”), which Redevelopment Plan included indoor and outdoor event center, amphitheater, and other private and public improvements.

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

Upon Recording Please Return To:

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

Centre Replat 3 (“Replat 3”). Lot ownership is as follows:

- (i) La Vista Car Wash, as successor of LVCC, owns: Lot 1, La Vista City Centre,
- (ii) Subdivider owns:
 - Lots 2 and 13 and Outlot C, La Vista City Centre,
 - Lot 1, La Vista City Centre Replat 2, and
 - Lots 1, 2, 3, 4, 5, 6, 8, 9, 11 and 12, La Vista City Centre Replat 3. E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat 3, and
- (iii) City Centre I, as successor of LVCC, owns:
 - Lots 14 and 15, La Vista City Centre,
 - Lot 2, La Vista City Centre Replat 1, and
 - Lot 10, La Vista City Centre Replat 3 (lots described in subsections “i” through “iii” together are referred to herein as “City Centre Property”); and
- (iv) The City of La Vista owns:
 - Outlots A and B, La Vista City Centre,
 - Lot 2, La Vista City Centre Replat 2, and
 - Lot 7, La Vista City Centre Replat 3.

C. City and Subdivider pursuant to the Redevelopment Plan entered into a Subdivision Agreement dated December 1, 2016 and recorded with the Register of Deeds of Sarpy County, Nebraska on December 2, 2016 as Instrument No. 2016-31244 with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area (“Original Subdivision Agreement”), as amended by the First Amendment to Subdivision Agreement dated on or about December 19, 2019 in connection with Replat 3 (“First Amendment”) (the Original Subdivision Agreement as amended by the First Amendment together are referred to herein as “Subdivision Agreement”).

D. La Vista City Centre, LLC and CDA pursuant to the Redevelopment Plan entered into a Redevelopment Agreement, dated November 29, 2016, (the “Initial Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended by a First Amendment dated September 19, 2017 (the Initial Redevelopment Agreement as amended by the First Amendment together are referred to herein as “Redevelopment Agreement”).

E. The Mayor and City Council on or about March 3, 2020 adopted Amendment No. 2 to the Redevelopment Plan to provide further specification with respect to certain improvements of the Mixed Use Redevelopment Project and related TIF as proposed in supplements to the Redevelopment Application, and of the Public Improvement Redevelopment Project, including without limitation the indoor and outdoor event venue and anchor office building, and public improvements described in this Amendment (the Redevelopment Plan, as previously amended, together with Amendment No. 2 are referred to herein as the “Amended Redevelopment Plan”), which Amended Redevelopment Plan as on file with the La Vista City Clerk is incorporated into this Amendment by reference and shall be binding on all Event Venue Property (defined infra) and on all City Centre Property, and all rights or interests therein, and on Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W, and each of them and

their respective successors and assigns.

F. La Vista City Centre, LLC, One Percent, Mammoth, and CDA, pursuant to the Amended Redevelopment Plan, entered a Second Amendment to Redevelopment Agreement on or about even date with this Amendment to provide further specification with respect to such Improvements of Subdivider and Event Venue Subdivider pursuant to the Mixed Use Redevelopment Project and related TIF within the Mixed Use Redevelopment Project Area, as modified pursuant to the Second Amendment, including, without limitation, the state of the art indoor and outdoor, best in market specialty performance event venue and related improvements by Event Venue Subdivider on Lot 13, La Vista City Centre, and such other parcels as more specifically described infra as Event Venue Property, at a scale and operated in a manner to draw new performers to the market (“Event Venue”), an anchor Class A office building, preliminarily projected to have at least 90,000 square feet of leasable tenant office space, and related improvements by Subdivider on Lot 1, La Vista City Centre Replat 3 (“Office Building”), and such other Improvements or matters approved by City as set forth in such Second Amendment (the Redevelopment Agreement as amended by the Second Amendment to Redevelopment Agreement together are referred to herein as “Amended Redevelopment Agreement”). The CDA found and determined that such improvements advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted 84th Street Redevelopment Area, and serve additional public purposes of attracting visitors to the 84th Street Redevelopment Area and City, expanding the array of entertainment and employment opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services, which findings the City hereby ratifies, affirms, and approves. Provisions of the Amended Redevelopment Agreement are incorporated herein by this reference and the parties shall be bound by them.

G. Subdivider, One Percent, Mammoth, and City, pursuant to the Amended Redevelopment Plan, desire to enter this Second Amendment to Subdivision Agreement with respect to certain public improvements of the Public Improvement Redevelopment Project. City finds and 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, recreational facilities, public right of way, and public off-street parking, for public purposes that include advancement of redevelopment within the 84th Street Redevelopment Area, eliminating and preventing recurrence of the substandard and blighted Area, promoting safe and uncongested traffic flows through, in and around Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to I-80 and other parts of the metropolitan area, and providing public amenities for use of the general public. Additionally, Subdivider, One Percent, and Mammoth, together with Car Wash, City Centre I and E&W as successors of Subdivider within the 84th Street Redevelopment Area, desire to consent with respect to designation of such Area as one or more enhanced employment areas pursuant to Neb. Rev. Stat. Section 18-2101 et seq. The City determines that the Public Improvement Redevelopment Project and Mixed Use Redevelopment Project, as modified pursuant to this Amendment or the Second Amendment to Redevelopment Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, City, and its residents.

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

1. Definitions. Unless otherwise defined in this Amendment or clearly indicated by the context, capitalized terms will have the meanings set forth in the Subdivision Agreement.
2. Subdivider Improvements. As part of Subdivider Improvements and Mixed Use Redevelopment Project, Event Venue Subdivider at its cost will design, construct, own, manage, operate, maintain, replace, and repair the Event Venue, and Subdivider at its cost will design, construct, own, manage, operate, maintain, replace, and repair the Office Building, as preliminarily described or depicted in the Amended Redevelopment Agreement, and any related Subdivider Public Infrastructure, Subdivider Private Infrastructure, or Shared Private Infrastructure, in accordance with the Amended Redevelopment Agreement and this Amendment. Final layout, facilities, improvements, and features of such improvements will be set forth in final Plats and site plans approved by the City, subject to any subsequent additions, subtractions, or changes approved by the City. Design of such improvements shall be subject to approval of the City pursuant to the Amended Redevelopment Agreement. The Event Venue will be constructed as part of Phase I Subdivider Improvements, and minimum investment and minimum uses pursuant to Section 2 of the Original Subdivision Agreement shall be modified accordingly as follows:
 - i. Minimum Investment: Event Venue Subdivider shall spend a minimum of \$20,000,000.00 to acquire, design, construct and equip the Event Venue, excluding land costs. Minimum investment for Phase I Subdivider Improvements as specified in Section 2 of the Original Subdivision Agreement shall increase from \$80,000,000 to \$90,000,000.00.
 - ii. Minimum Uses: Minimum Retail Space of the Minimum Uses shall be modified as follows:
 - a. Phase I Subdivider Improvements:
 - (I) Minimum Retail Space: The minimum Retail Space in Phase I Subdivider Improvements shall remain unchanged at 80,000 square feet, provided, however, square footage of the Event Venue shall be excluded for purposes of determining whether or not such requirement has been satisfied.
 - b. Minimum Retail Space - all phases: Minimum Retail Space required for Phase I Subdivider Improvements and all subsequent phases shall remain unchanged at 180,000 square feet, provided, however, square footage of the Event Venue shall be excluded for purposes of determining whether or not such requirement has been satisfied.
3. Public Improvements. As part of the Public Improvements, the City will acquire additional Property for City Improvements and, except for any improvements provided by Subdivider or any lot owner, City, at its cost or CDA cost, will design, construct, own, operate, and

maintain, as part of the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area in the vicinity of the transition from mixed use to recreational improvements and such other areas as specified, public improvements or work as preliminarily described or depicted in Exhibits 3-1 and 3-2, and such other work, improvements, or requirements as the City Engineer from time to time may determine necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan (“Transition Area Public Improvements”); provided, however, construction of public offstreet parking facilities on Lot 7, La Vista City Centre Replat 3 previously was provided under and authorized in connection with the Original Subdivision Agreement. All public improvements, works, and actions as the City Administrator, City Engineer, or her or his designee determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement, or Amended Redevelopment Plan are authorized. Facilities, features, components, designs, quantities, requirements, and locations of Transition Area Public Improvements to be constructed will be subject to final plans and specifications and any additions, subtractions, or modifications as the City Administrator, City Engineer or her or his designee from time to time determines necessary or appropriate.

i. Additional Property for Public Improvements. The City will acquire additional Property for City Improvements as preliminarily described or depicted in Exhibit 3(i)-1 and such other property, rights, or interests from time to time as the City Administrator or City Engineer or her or his designee from time to time determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan (“Additional Property for Public Improvements”); provided, however, acquisition of property in the vicinity of City Centre Drive previously was provided under and authorized in connection with the Original Subdivision Agreement. Parcels, locations, boundaries, quantities, requirements, and interests of or in Additional Property for Public Improvements will be determined by the City Administrator or City Engineer or her or his designee, subject to final plans, specifications, and surveys, and any additions, subtractions, or modifications as she or he from time to time determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan. Acquisition of Additional Property for Public Improvements, and all acquisitions and conveyances of all property, property rights, title or interests, or portions thereof or therein, that the City Administrator or City Engineer or her or his designee determines are necessary or appropriate to carry out or otherwise in connection with the Transition Area Public Improvements, Public Improvement Redevelopment Project, this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan, are authorized and deemed to be necessary or incidental to the Public Improvement Redevelopment Project, proper clearance, development, or redevelopment of the substandard and blighted 84th Street Redevelopment Area and eliminating and preventing recurrence of the substandard and blighted Area. Not in limitation of the foregoing provisions of this subsection 3(i), Additional Property for Public Improvements preliminarily described or depicted in Exhibit 3(i)-1 and having a preliminary estimated cost of approximately \$1.1 million (excluding the cost of any such property the acquisition of which previously was authorized in connection with the Original Subdivision

Agreement), plus any additional costs agreed by the City Administrator, City Engineer, or her or his designee, shall be acquired by cash, exchange of property, or such other consideration as determined sufficient consideration by the City Administrator, City Engineer, or her or his designee, pursuant to negotiated agreement or such other method as she or he approves. Provided, City property preliminary described or depicted in Exhibit 3(i)-2 has been taken out of use, no longer is needed by City for public uses, purposes, or plans and shall be available and conveyed in exchange for Additional Property for Public Improvements, along with any other property or consideration as the City Administrator or City Engineer on behalf of the City or CDA designates or determines appropriate. All real property and interests therein to be conveyed in exchange for additional property the City or CDA requires to carry out this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan is referred to in this Amendment as "Surplus Property". Parcels, locations, boundaries, quantities, requirements, and interests of or in Surplus Property will be determined by the City Administrator or City Engineer or her or his designee, subject to final plans, specifications, and surveys, and any additions, subtractions, or modifications as she or he from time to time determines necessary or appropriate. Conveyance of Surplus Property preliminarily described or depicted in Exhibit 3(i)-2 shall be subject to the condition that such property, together with Lot 13, La Vista City Centre, (such Surplus Property and Lot 13 together, as replatted pursuant to Section 4 below, referred to herein as "Event Venue Property") shall be jointly and solely used for construction, operation, and continued use of and as the Event Venue in accordance with the Amended Redevelopment Plan, which is deemed to be in the public interest and in furtherance of the purposes of the Community Development Law and eliminating and preventing recurrence of the substandard and blighted area; the failure of which condition shall allow the City at its option to resume title to such property. The City by approving this Amendment hereby finds and determines that such Surplus Property is exchanged for fair value for uses in accordance with the Amended Redevelopment Plan, provided, however, the City Administrator or City Engineer, or her or his designee, on behalf of the City shall take into account and give consideration to uses and purposes required by such Amended Redevelopment Plan, restrictions upon, and covenants, conditions, and obligations assumed by the redeveloper of such property, the objectives of such Amended Redevelopment Plan for the prevention of the recurrence of substandard and blighted areas, and any other matters as the City, the City Administrator, City Engineer or its, her or his designee shall specify as being appropriate in the public interest or to carry out the Community Development Law. Other consideration, if any, may include cash at closing at a price per square foot determined by the City Engineer or his designee in accordance with applicable law. In fixing selling prices and any Surplus Property or other consideration to be exchanged for additional property the City or CDA requires to carry out this Amendment, the City Administrator, City Engineer or her or his designee on behalf of the City shall give consideration to appraisals of such property for uses in accordance with the Amended Redevelopment Plan made by land experts employed by the City or CDA. The parties, by executing this Amendment, agree that any Surplus Property or Additional Property for Public Improvements shall be conveyed by warranty deed or other instrument satisfactory to the City Administrator or City Engineer, free of encumbrances except as set forth in this Amendment or otherwise acceptable or approved before closing. Any purchase

agreements, closings, or conveyances for property to be exchanged shall be in, at and on such form, content, times, terms and conditions as satisfactory to the City Administrator or City Engineer, subject to satisfaction of any applicable provisions of the Amended Redevelopment Plan, laws, regulations or other guidance.

ii. Estimated Costs for Transition Area Public Improvements. Preliminary estimated cost of Transition Area Public Improvements is set forth in Exhibit 3(ii), in addition to the cost of Additional Property for Public Improvements, as preliminarily estimated above. Final requirements and costs of the Additional Property for Public Improvements and Transition Area Public Improvements will be subject to (i) approval of the City, or the City Engineer or City Administrator or his or her designee, or otherwise in accordance with any applicable agreement, instrument, laws or regulations, and (ii) final plans, specifications, and any additions, subtractions, or modifications from time to time as the City Engineer, City Administrator, or his or her designee from time to time determines necessary or appropriate.

iii. Notwithstanding anything in this Amendment to the contrary, any requirement with respect to the Public Improvement Redevelopment Project at the election of the City or CDA may be financed, funded, and carried out by the City or CDA based on any authority and utilizing any taxes, funds, sources, resources, authority, or structures whatsoever of or available to the City or CDA under the Community Development Law or any other applicable laws.

4. Replats and Final Plans. A proposed replat in connection with improvements described in this Amendment is attached hereto as Exhibit 4. Improvements described in this Amendment shall be subject to one or more Subsequent Replats as the City Engineer determines necessary or appropriate and approved by the City Council. Replats, final site plans and designs, boundaries, dimensions, components, and features in connection with the Transition Area Public Improvements preliminarily described in this Amendment or other improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the Subdivision Agreement as amended by this Amendment, the Amended Redevelopment Agreement, or applicable laws or regulations, as such Amendment, Subdivision Agreement, Amended Redevelopment Agreement, or laws or regulations might be amended from time to time. Improvements described in this Amendment or the Amended Redevelopment Agreement shall be subject to closing on all real property conveyances in accordance with applicable laws as Subdivider, Event Venue Subdivider, and City Engineer determine necessary or appropriate. Before the City releases any plat or replat for recording, Subdivider or Event Venue Subdivider shall provide for recording all easements that the City or CDA requires, as determined by the City Engineer to his satisfaction. Notwithstanding anything in this Amendment to the contrary, replats, site plans and designs, boundaries, dimensions, components, and features of improvements are preliminarily described in this Amendment and shall be subject to adjustment and finalization as the City Engineer determines necessary or appropriate to carry out the Amended Redevelopment Plan.
5. Subdivider Infrastructure. As part of the Subdivider Shared Infrastructure or Subdivider Public Infrastructure, Subdivider and Event Venue Subdivider at their cost shall design, construct, operate, repair, replace and maintain the additional improvements specified in

Exhibit 5 (“Additional Subdivider Infrastructure Improvements”) as part of Phase I Subdivider Improvements, except to the extent performed by the Association pursuant to the CCRs. A preliminary cost estimate to design and construct said infrastructure improvements is included in Exhibit 5. Before the City releases any plat or replat for recording, Subdivider or Event Venue Subdivider shall provide (i) a copy of the amendment to the CCRs adding responsibilities of the Association with respect to the Additional Subdivider Infrastructure Improvements to the satisfaction of the City Engineer, and (ii) a surety bond satisfactory to the City Engineer in the amount of 110% of the total estimated cost to design and construct Additional Subdivider Infrastructure Improvements.

6. Schedule.

- i. Construction of Event Venue by Event Venue Subdivider, and construction of Transition Area Public Improvements by City, with the exception of Additional Public Parking Facilities on Lot 12, as described in Exhibit 3-2, are anticipated to begin at or about the same time in the first half of 2020. Event Venue Subdivider will complete and open to the public for business the Event Venue, and the City will construct and complete the Transition Area Public Improvements preliminarily described or depicted in Exhibits 3-1 and 3-2 for public use, with the exception of Additional Public Parking Facilities on Lot 12, according to schedules established by the City Engineer and the representative of Event Venue Subdivider in accordance with this Amendment. For this purpose, the representative of Event Venue Subdivider shall be Chris Erickson. Grand Opening will be achieved for the Event Venue no later than Grand Opening of Phase I Subdivider Improvements. Transition Area Public Improvements, with the exception of Additional Public Parking Facilities on Lot 12, shall be substantially completed by City and available for use of the public by the Grand Opening.
- ii. Construction of the Office Building by Subdivider shall begin and be completed and available for occupancy on and within such dates and timeframes as determined by the City Engineer and Subdivider.
- iii. Construction of Additional Public Parking Facilities on Lot 12 will commence upon satisfaction of applicable conditions specified in Exhibit 3-2.
- iv. City, Event Venue Subdivider, and Subdivider will cooperate and coordinate design and phasing of construction of their respective improvements pursuant to this Amendment for the work to be phased, commenced, and completed in an efficient and timely manner in accordance with this Amendment

7. Taxes. CDA in prior actions including Resolution No. 16-084 and Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area (“Amendment No. 1”) found, determined, and designated the 84th Street Redevelopment Area, which includes the Public Improvement Redevelopment Project Area and does not exceed 600 acres, as appropriate for one or more renewal projects, a community redevelopment area, and eligible for imposition of an occupation tax, to be carried out by the City in one or more actions or phases from time to time to specify enhanced employment area boundaries and

levies therein, which findings, determinations, and designations CDA subsequently ratified, affirmed, and approved. CDA and City intend that ultimately each area of the 84th Street Redevelopment Area will be within boundaries of one or more designated enhanced employment areas, with the designations to occur in one or more phases or actions determined by the City in its sole discretion. An initial enhanced employment area described in or determined in accordance with Exhibit 7(1) is approved (“84th Street Enhanced Employment Area 1”), which area includes without limitation the City Centre Property and Event Venue Property. Not in limitation of the foregoing, Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W, each with respect to all real property or interests therein that it now or hereafter directly or indirectly has or owns or shall have or own within such 84th Street Enhanced Employment Area 1, hereby consents and agrees to the designation of boundaries and to designation of 84th Street Enhanced Employment Area 1 as an enhanced employment area. The parties further consent and agree to the classifications of businesses, users of space, or kinds of transactions as reasonable and to the impositions and the levies of general business occupation taxes within 84th Street Enhanced Employment Area 1 as provided in Exhibit 7(2) (“84th Street Enhanced Employment Area 1 GBOT” or “Area 1 GBOT”) for the purpose of paying all or any part of the costs and expenses of any redevelopment project as approved or modified from time to time within 84th Street Enhanced Employment Area 1, including without limitation all costs and expenses of CDA or City in connection with payment, funding, refunding, reimbursing, financing, or refinancing of any costs or expenses previously, currently, or in the future incurred or paid by the City or CDA in connection with planning, designing, engineering, legal services, financing, capitalized interest, demolition, development, site acquisition, grading, preparation, utilities, relocations, improvements, construction, maintenance, operations, repairs, replacements, or any other works, expenditures, or undertakings with respect to the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended from time to time. Proceeds of any such taxes shall be pledged or used in such manner as specified or approved from time to time by the City Council or City Administrator, or its or her designee. Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W each agrees that (i) further notice or consent of any such party pursuant to Neb. Rev. Stat. section 18-2119(2) or otherwise shall not be required before or otherwise in connection with any action of the City or CDA to adopt, implement or carry out 84th Street Enhanced Employment Area 1, the Area 1 GBOT, or this Section 7, including without limitation, any action to designate the enhanced employment area or to adopt, implement, levy, collect, pledge, apply, or use proceeds of general business occupation taxes, and (ii) it shall not directly or indirectly challenge or contest, or support or encourage any other person or entity to challenge or contest, 84th Street Enhanced Employment Area 1, the Area 1 GBOT, or any such action of City or CDA. Approval of this Amendment by City and approval of the Second Amendment to Redevelopment Agreement by CDA shall be deemed an agreement of City and CDA as to designation of 84th Street Enhanced Employment Area 1 and imposition and levy of the Area 1 GBOT therein, among the other matters set forth in the respective amendments

City Council of City, in connection with approval of Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, determined that applicable requirements of Neb. Rev. Stat. Section 18-2116(2) were satisfied, which determination

the parties hereby ratify, affirm, and approve in connection with this Amendment and designation of 84th Street Enhanced Employment Area 1, based on the following as Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W each represents and warrants to the City, effective as of the date of this Amendment through its recordation with the Sarpy County Register of Deeds:

- a. Together they hold fee title and all other interests of or to all real property within 84th Street Enhanced Employment Area 1, with the exception of utility easements of record, public right of way, or real property owned by the City of La Vista;
- b. New investment within such 84th Street Enhanced Employment Area 1 will result in at least twenty new employees and new investment of at least five million dollars, or otherwise satisfy applicable requirements of Neb. Rev. Stat. Section 18-2116(2); and
- c. Any business within the area described in subsection “a” above that has one hundred thirty-five thousand square feet or more and annual gross sales of ten million dollars or more shall provide an employer-provided health benefit of at least three thousand dollars annually to all new employees who are working thirty hours per week or more on average and have been employed at least six months.

Except to the limited extent expressly provided in the Initial Redevelopment Agreement with respect to tax increment financing, Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W each 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 84th Street Redevelopment Area or City taxes or revenues, including without limitation any general business or other occupation taxes, property taxes, or local option sales taxes. This Section 7 shall supersede and replace provisions of Section 18 of the Original Subdivision Agreement in its entirety, and this Amendment shall be recorded, shall survive all closings, and shall be binding on all City Centre Property and Event Venue Property, and all rights or interests therein, and on Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W, and each of them and their respective successors and assigns.

8. Further Actions. The parties will cooperate in such conveyances, replats, and other actions with respect to real property, improvements, and matters described in this Amendment, on terms satisfactory to the parties involved in the conveyances and other actions, and satisfaction of the City with respect to any replats, and in accordance with applicable laws and regulations, with any conveyances of real property to be by equivalent exchanges or other sufficient consideration as agreed, subject to satisfaction of any applicable statutory procedures, conditions, or other requirements.
9. Other.
 - a) All provisions of the Subdivision Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment, and the provisions of this Amendment supersede and control over any provisions of the Subdivision Agreement that are contrary to or inconsistent with this Amendment. Except as modified by this Amendment, terms and conditions of the Subdivision Agreement shall continue in effect. In the event of any inconsistencies between the terms of this Amendment and any terms of the Subdivision Agreement, the terms of this Amendment shall govern and control.

- b) “Lot” or “Lots” shall mean and refer to Lots 1 through 17 and Outlots A through C, La Vista City Centre, as originally platted, or as subsequently replatted pursuant to Replat 1, Replat 2, Replat 3, or any further replats from time to time approved by the City and recorded in Sarpy County.
- c) Notwithstanding anything in this Amendment, Amended Redevelopment Plan or Amended Redevelopment Agreement to the contrary, all improvements and all acquisitions and conveyances of all real property and interests therein as the City from time to time determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement, or Amended Redevelopment Plan are authorized and approved, including, without limitation, the Transition Area Public Improvements and acquisitions and conveyances of Additional Property for Public Improvements, Surplus Property, or other property or interests as determined or agreed by the City or CDA, subject to such surveys, requirements, consideration, and terms and conditions as the City or CDA determines necessary or appropriate.
- d) Obligations of the City to acquire Additional Property for Public Improvements or commence or construct Transition Area Public Improvements will be subject to Event Venue Subdivider and Subdivider providing Financial Commitments, Financial Information, and Commitments in connection with the Event Venue and Office Building to the satisfaction of the City Administrator or her designee.
- e) Phase I Improvements are deemed modified consistent with this Amendment.
- f) All modifications, additions, and subtractions of and to the Public Improvement Redevelopment Project and corresponding redevelopment plan for public improvements in the Public Improvement Redevelopment Project Area, and contemplating and including all actions and participation of the City or CDA as provided herein or subsequently determined by the City or CDA necessary or appropriate to carry out the project or plan, to the fullest extent permitted by applicable law, are hereby made, authorized and approved. Not in limitation of the foregoing, City and CDA, for itself or on behalf of the other, each shall be authorized to take any action as necessary or appropriate for the Public Improvement Redevelopment Project, including without limitation, acquisition, construction, or funding of any other public improvements within the Public Improvement Redevelopment Project Area. Any easements granted by any party under or pursuant to the Subdivision Agreement or Redevelopment Agreement shall be deemed modified, amended, and extended to include such easements with respect to such property within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area as the parties determine necessary to carry out this Amendment, the Amended Redevelopment Agreement, Amended Subdivision Agreement, or Amended Redevelopment Plan.
- g) Boundaries of the Public Improvement Redevelopment Project Area. Boundaries of the Public Improvement Redevelopment Project Area are the same as set forth in the Redevelopment Plan. Parts of the Public Improvement Redevelopment Project Area involved in the Transition Area Public Improvements pursuant to this Amendment are

depicted in Exhibit 9(g), and shall include such other areas in the vicinity that the City Engineer or his designee determines necessary or appropriate for such improvements.

- h) Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Public Improvement Redevelopment Project Area are provided in the Redevelopment Plan. A map showing existing conditions and uses of parts of the Public Improvement Redevelopment Project Area involved in the Transition Area Public Improvements pursuant to this Amendment is provided in Exhibit 9(h), and generally includes areas recently cleared of obsolete and deteriorating improvements in the vicinity of northern areas of the former Brentwood Crossing shopping center and southern portions of the former City golf course.
- i) Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Public Improvement Redevelopment Project Area after redevelopment is contained in the Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Public Improvement Redevelopment Project Area involved in this Amendment is provided in Exhibit 9(i). The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.
- j) Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Public Improvement Redevelopment Project Area after redevelopment, including without limitation parts of the Public Improvement Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the Amended Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.
- k) Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the Redevelopment Plan. Proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes in connection with Transition Area Public Improvements or this Amendment are preliminarily projected to include the changes described or depicted in Exhibit 9(k). Except as may be provided elsewhere in this Amendment, the Amended Redevelopment Plan, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, changes are not otherwise being proposed at this time to building codes or ordinances or planning. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry

out this Amendment and parts of the projects approved herein, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection (k), or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

- l) Site Plan of Public Improvement Redevelopment Project Area. A preliminary site plan of the Public Improvement Redevelopment Project Area is contained in the Redevelopment Plan. A preliminary site plan including parts of the Public Improvement Redevelopment Project Area involved in this Amendment is contained in Exhibit 9(l). The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.
- m) Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Public Improvement Redevelopment Project Area after redevelopment are preliminarily projected in the Redevelopment Plan. The kind and number of additional public facilities or utilities which will be required to support the new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Amendment after redevelopment are preliminarily projected to include facilities and utilities described or depicted in Exhibit 9(m). The final public facilities or utilities will be subject any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.
- n) Building Requirements. Except as otherwise provided by agreement of the CDA and Redeveloper in accordance with the Amended Redevelopment Agreement or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.
- o) Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the Amended Redevelopment Agreement, or Amended Redevelopment Plan, zoning of the Property is consistent with the Future Zoning Map and accommodates the Public Improvement Redevelopment Project, as modified by this Amendment, and the Future Zoning Map generally is in conformance with the Comprehensive Plan, subject to adoption of an amendment to incorporate the Amended Redevelopment Plan, and specifically the Future Land Use Map.
- p) This Amendment shall be subject to and carried out in accordance with the Amended Redevelopment Plan.
- q) Improvements described in this Amendment shall be in addition to other improvements described in the Subdivision Agreement.
- r) This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on
 - i) Grant of \$3.0 million or such other amount determined by the City, awarded and

distributed under the City's Economic Development Program in such form and on such terms and conditions as approved by the City, to or for the benefit of Event Venue Subdivider or any related entity for the Event Venue, subject to compliance with any applicable procedural or other requirements and a perpetual right of City or its designee to use the Event Venue each calendar year on days that events are not previously scheduled for events of Event Venue Subdivider, for a total of not less than ten days per year, fully staffed by Event Venue Subdivider and at no cost or expense to City or its designee, except actual costs of entertainment and labor, and no markup or profit. If ticket services are used for such events, Event Venue Subdivider will provide ticket services at no cost or additional charge to City, its designee, or attendees. Such right of use by the City or its designee will be subject to any additional requirements specified in connection with the grant or as agreed in writing by the City and Event Venue Subdivider. Designated representatives of Event Venue Subdivider and City, no later than thirty days after this Amendment is executed, will develop a process for identifying and reserving dates of use each year pursuant to this subsection that is satisfactory to such representatives, which process will be subject to revision from time to time as the representatives mutually agree; and

- ii) Satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.
- s) Notwithstanding anything in this Amendment to the contrary:
- (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement, or the Amended Redevelopment Plan; and
 - (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, the Community Development Law, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise its statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the Amended Redevelopment Plan, or otherwise for public purposes in or benefiting the 84th Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the Amended Redevelopment Plan, or otherwise for public purposes in or benefiting the 84th Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by

the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment or the Amended Redevelopment Plan, Subdivision Agreement (as amended), or Amended Redevelopment Agreement, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the Amended Redevelopment Plan, Amended Redevelopment Agreement, or Subdivision Agreement, as amended from time to time.

- t) This Amendment has been authorized, issued, and entered into by the City to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, “financing” includes without limitation funding.
- u) This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, including without limitation City Centre Property and Event Venue Property, as either Area shall be modified pursuant to this Amendment, the Amended Redevelopment Agreement, Amended Redevelopment Plan, or otherwise from time to time. Immediately after this Amendment is executed, Subdivider shall record it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by Subdivider, One Percent, Mammoth, Car Wash, City Centre I, or E&W, or by any affiliated person or entity, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as modified pursuant to this Amendment or the Amended Redevelopment Agreement, including without limitation City Centre Property and Event Venue Property.
- v) Recitals at the beginning of this Amendment and all documents, instruments, and Exhibits referenced in this Amendment are incorporated into this Amendment by reference.
- w) Headings are for convenience only and shall not be used in construing meaning.
- x) Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W each consents and agrees to, and agrees to be bound by, this Amendment and the Subdivision Agreement as modified by this Amendment, as well as the Amended Redevelopment Plan and the Amended Redevelopment Agreement.
- y) This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which counterparts together shall constitute one and the same instrument.

- z) Subdivider, One Percent, Mammoth and any entities formed in connection with the Event Venue shall be jointly and severally liable with respect to obligations, requirements, and performance applicable to Event Venue or Event Venue Subdivider.
- aa) This Amendment shall be subject to consent of all tenants and holders of security interests with respect to any party's interest in real property in 84th Street Enhanced Employment Area 1, substantially in form and content of the Tenant/Secured Party Consent below, unless otherwise determined by the City Administrator of the City of La Vista or her designee.
- bb) Authorized Representative - Event Venue Subdivider. The authorized representative and address of Event Venue Subdivider for purposes of notice shall be Subdivider at the address specified in the Original Subdivision Agreement.
- cc) Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").
- dd) Improvements described in this Amendment or in the Second Amendment to Redevelopment Agreement shall be additional and supplemental and shall not reduce, restrict, or limit other improvements prescribed within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.
- ee)

**[Remainder of Page Intentionally Left Blank.
Signature Pages to Follow.]**

CITY OF LA VISTA:

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, City Clerk, CMC

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

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

[Seal]

Notary Public

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

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____day of _____, _____, by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

LA VISTA CAR WASH LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____day of _____, _____ by Christopher L. Erickson, Manager of La Vista Car Wash LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

CITY CENTRE I, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

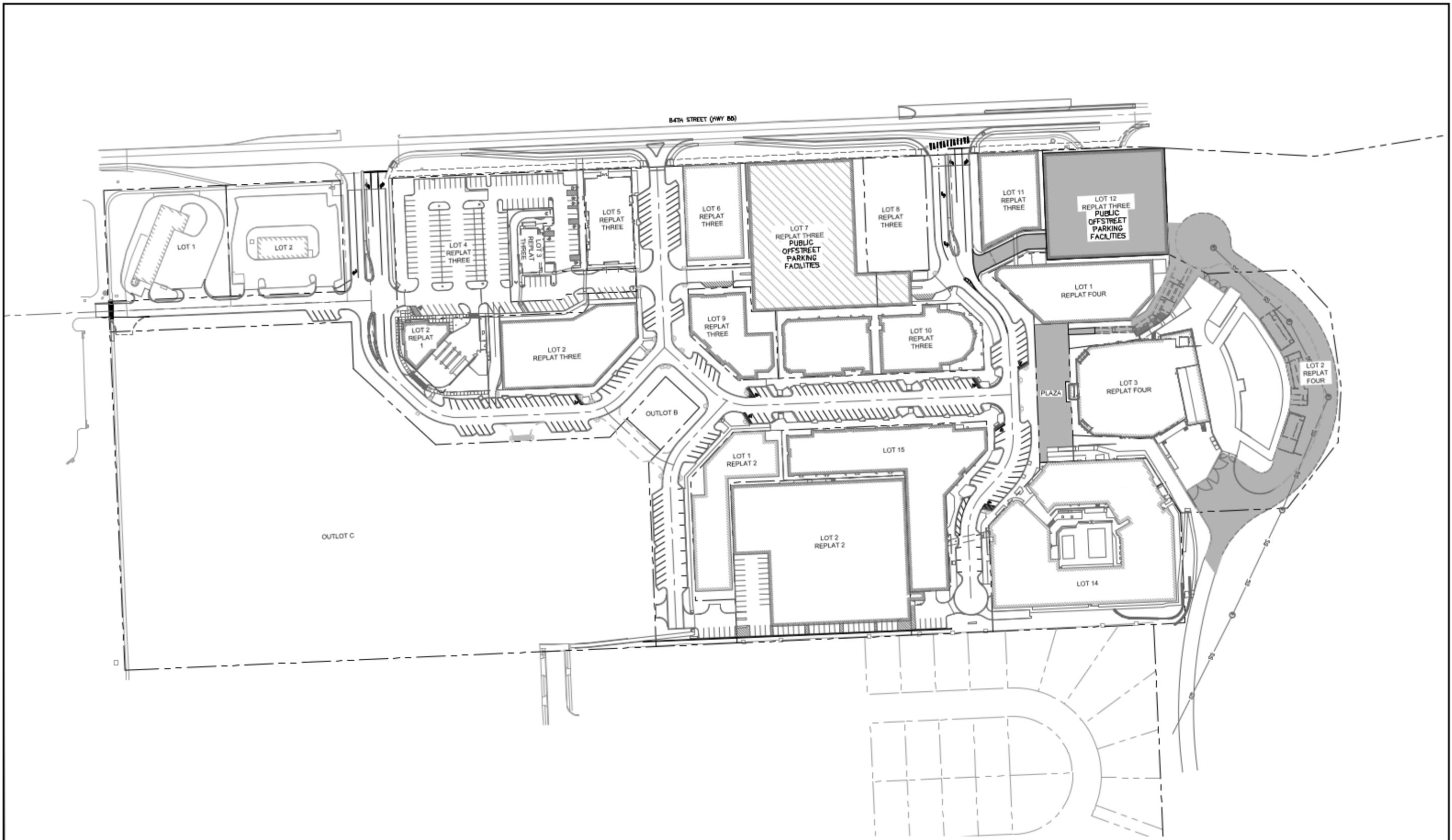
The foregoing Amendment was acknowledged before me this ____day of _____, ____ by Christopher L. Erickson, Manager of City Centre I, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

Public Improvement Redevelopment Project
Transition Area Public Improvements Pursuant to Second Amendment to Subdivision Agreement

Exhibit 3-1



LEGEND



PUBLIC IMPROVEMENTS



PREVIOUSLY APPROVED PER ORIGINAL SUBDIVISION AGREEMENT



Public Improvement Redevelopment Project
Transition Area Public Improvements Pursuant to Second Amendment to Subdivision Agreement

Transition Area Public Improvements pursuant to the Second Amendment to the Subdivision Agreement shall include without limitation:

Vicinity of Former Golf Course: Pursuant to City master planning and Amended Redevelopment Plan, the City will continue work and enhancements in the vicinity of the former golf course as it is transformed, including the following, some or all of which may be depicted in Exhibit 3-1:

- Public street, emergency vehicle, and right of way construction and improvements, including sidewalks, on-street or other public parking, lighting and signage within the Public Improvement Redevelopment Project Area
- Public pedestrian ways, stairs, and ramps
- Public plazas, shelters, and recreational, restroom, concession, and other public areas, facilities, or improvements
- Public utilities work or projects, including without limitation, sanitary sewer relocation, sanitary or storm sewer improvements, along with water, power, gas, data, and communication facilities within the Public Improvement Redevelopment Project Area, as the City Engineer determines necessary or appropriate.
- Public streetscape improvements, landscaping improvements, façade enhancements, retaining walls or other retention structures.

Public Offstreet Parking Facilities:

- Construction, as planned, of public offstreet parking garage facilities on Lot 7, La Vista City Centre totaling approximately 485 parking spaces.
- Construction of public offstreet surface parking facilities on Lot 12, La Vista City Centre Replat 3.
- Additional Public Parking Facilities on Lot 12, La Vista City Centre Replat 3. Construction of public offstreet parking garage facilities, increasing total parking on Lot 12, La Vista City Centre Replat 3, to approximately 500 spaces (“Additional Public Parking Facilities on Lot 12”), the timing of which will be determined by the City Administrator and Mayor as they determine necessary or appropriate for safe and uncongested traffic flows through, in and around Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to I-80 and other parts of the metropolitan area, taking into consideration factors such as a binding lease commitment of an anchor office tenant for a term of 10 or more years for the Office Building, or such other factors as the City Administrator and Mayor in their sole discretion determine appropriate, including for example actual and projected pace and volume of redevelopment, traffic, and visitors in and to the area and surrounding vicinity.

Exhibit 3-2

Exhibit 3-2

Statement of Additional Public Facilities or Utilities

The kind and number of additional public facilities or utilities which will be required to support the new land uses in parts of the Public Involvement Redevelopment Project Area involved in this Amendment after redevelopment will include without limitation:

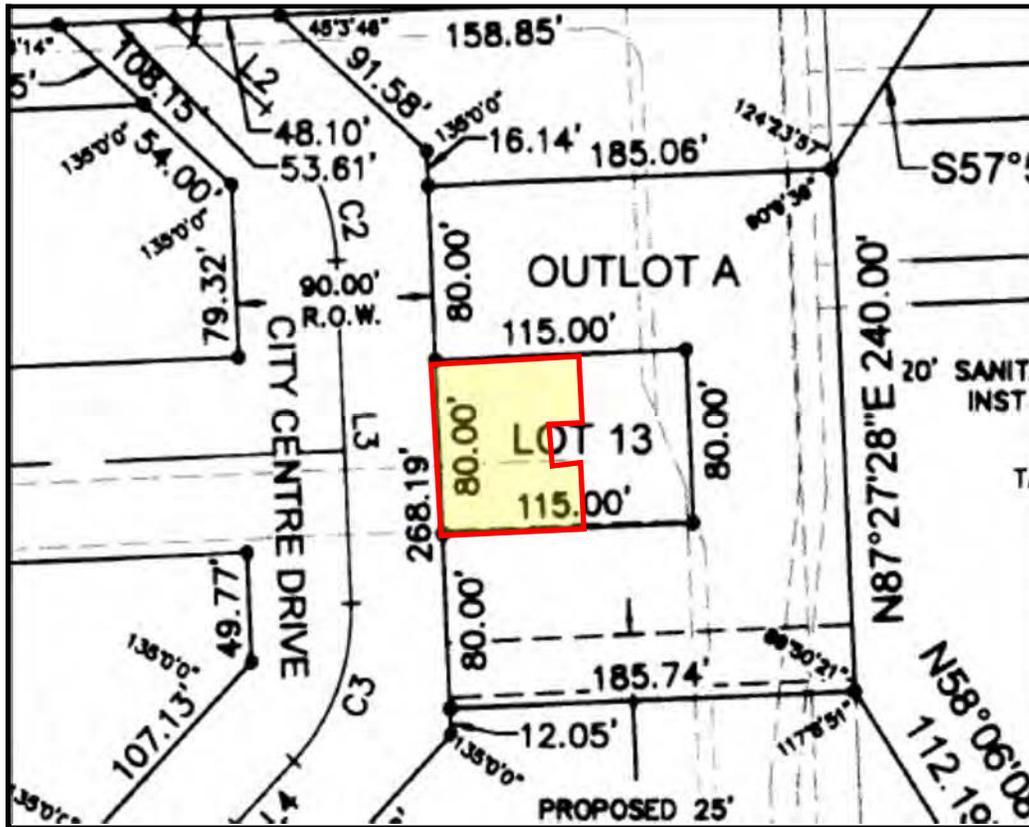
- Sanitary and storm sewer improvements, along with water, power, gas, data and communication facilities within the Public Involvement Redevelopment Project Area;
- New street construction including sidewalks, on-street or other public parking, lighting and signage within the Public Involvement Redevelopment Area;
- Construction of public parking lots, facilities, and other structures;
- Public streetscape improvements, façade enhancements, landscaping improvements, retention structures, public walkways, plazas, and shelters, and recreational, restroom, concession, and other public facilities or improvements.

Public Improvement Redevelopment Project

Additional Property for Public Improvements

Additional real property needed for Transition Area Public Improvements pursuant to the Second Amendment to Subdivision Agreement is preliminarily described or depicted below, the final locations, quantities, dimensions, and boundaries of which, and of any real property or real property interests to be conveyed by the City in exchange, shall be determined by survey and subject to final design, plans and specifications of such Transition Area Public Improvements, the Event Venue, and Office Building, or other work or improvements, and any additions, subtractions, or modifications, as the City Administrator, City Engineer, or her or his designee determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement, or Amended Redevelopment Plan.

PARCELA



(PRIVATE TO PUBLIC)

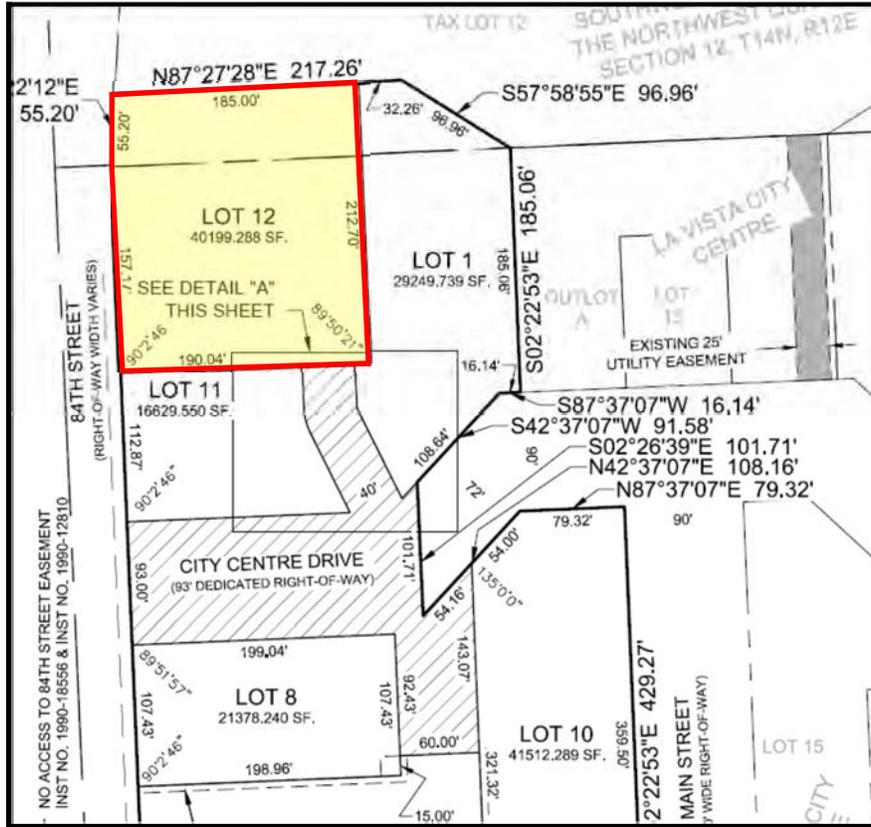
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN CITY CENTRE DRIVE AS DEDICATED BY LA VISTA CITY CENTRE THEATER, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON THE NORTH RIGHT-OF-WAY LINE OF SAID CITY CENTRE DRIVE ON AN ASSUMED BEARING OF S87°37'07"W, 35.08 FEET TO THE POINT OF BEGINNING; THENCE S02°22'53"E, 58.95 FEET; THENCE S87°37'07"W, 80.00 FEET; THENCE N02°22'53"W, 58.95 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF CITY CENTRE DRIVE; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF CITY CENTRE DRIVE FOR THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) N87°37'07"E, 22.00 FEET; (2) S02°22'53"E, 8.88 FEET; (3) N87°37'07"E, 35.32 FEET; (4) N02°22'53"W, 8.88 FEET; (6) N87°37'07"E, 22.68 FEET TO THE POINT OF BEGINNING.

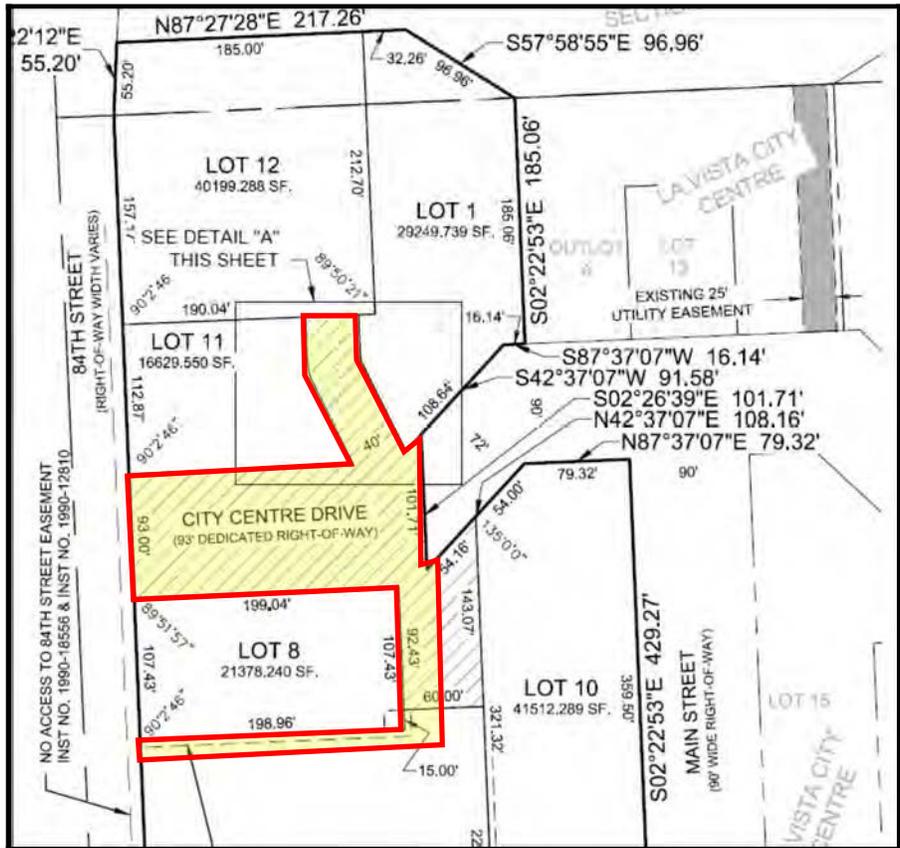
SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 4,403.31 SQUARE FEET OR 0.101 ACRES, MORE OR LESS.

PARCEL B



Lot 12 La Vista City Centre Replat 3, City of La Vista, Sarpy County, NE

PARCEL C



LEGAL DESCRIPTION

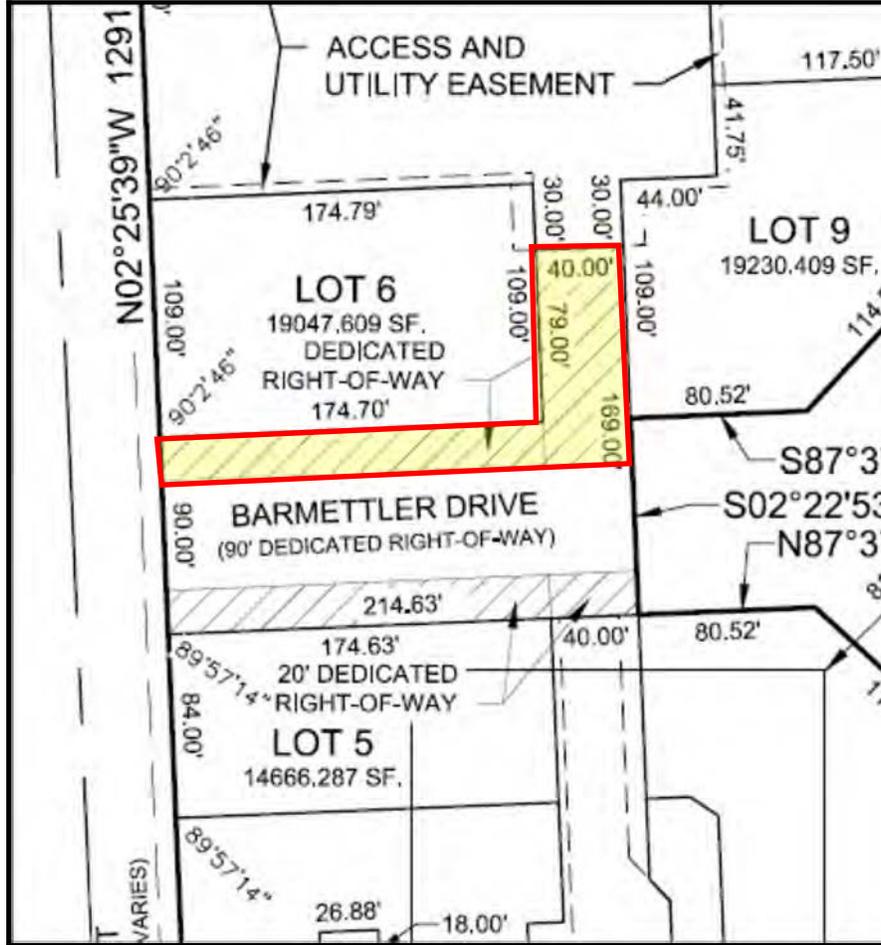
A TRACT OF LAND LOCATED IN A PART OF LOT 7 AND IN A PART OF CITY CENTRE DRIVE AS DEDICATED BY LA VISTA CITY CENTRE REPLAT THREE, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID CORNER ALSO BEING A POINT INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF SAID CITY CENTRE DRIVE AND THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET EXTEND ON AN ASSUMED BEARING OF N02°25'39"W, 93.00 FEET TO A POINT INTERSECTING SAID 84TH STREET AND THE NORTH RIGHT OF WAY LINE OF SAID CITY CENTRE DRIVE; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF SAID CITY CENTRE DRIVE, N87°37'07"E, 168.88 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID LA VISTA CITY CENTRE REPLAT THREE; THENCE ON THE EAST LINE OF SAID LOT 11 FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N26°24'28"W, 97.85 FEET TO A POINT OF CURVATURE (2) ON A 45.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 18.87 FEET (LONG CHORD BEARS N14°23'40"W, 18.73 FEET); (3) N02°22'53"W, 32.57 FEET TO A POINT ON THE SOUTH LINE OF LOT 12, SAID LA VISTA CITY CENTRE REPLAT THREE; THENCE ON SAID SOUTH LINE OF LOT 12, N87°37'07"E, 40.00 FEET TO A POINT ON THE WEST LINE OF LOT 1, LA VISTA CITY CENTRE REPLAT FOUR, A PLATTED AND RECORDED SUBDIVISION IN SAID SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SECTION 14; THENCE ON SAID WEST LINE OF LOT 1, LA VISTA CITY CENTRE REPLAT FOUR FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) S02°22'53"E, 32.57 FEET TO A POINT OF CURVATURE; (2) ON A 5.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 1.06 FEET (LONG CHORD BEARS S14°23'38"E, 2.08 FEET); (3) S26°24'24"E, 75.83 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CITY CENTRE DRIVE; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF CITY CENTRE DRIVE, N42°37'07"E, 17.05 FEET; THENCE S02°26'39"E, 236.49 FEET; THENCE S87°37'07"W, 220.82 FEET TO A POINT ON THE WEST LINE OF LOT 7, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID POINT ALSO BEING ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET N02°22'53"W, 15.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, LA VISTA CITY CENTRE REPLAT THREE; THENCE ON THE SOUTH LINE OF SAID LOT 8, N87°37'07"E, 198.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8, THENCE N02°22'53"W, 107.43 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; SAID POINT ALSO BEING ON SAID SOUTH RIGHT-OF-WAY LINE OF CITY CENTRE DRIVE; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF CITY CENTRE DRIVE S87°37'07"W, 199.04 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 31,139.09 SQUARE FEET OR 0.715 ACRES, MORE OR LESS.

* Property previously authorized by Council pursuant to the Subdivision Agreement and Purchase Agreement approved on August 2, 2016.

PARCEL D



LEGAL DESCRIPTION

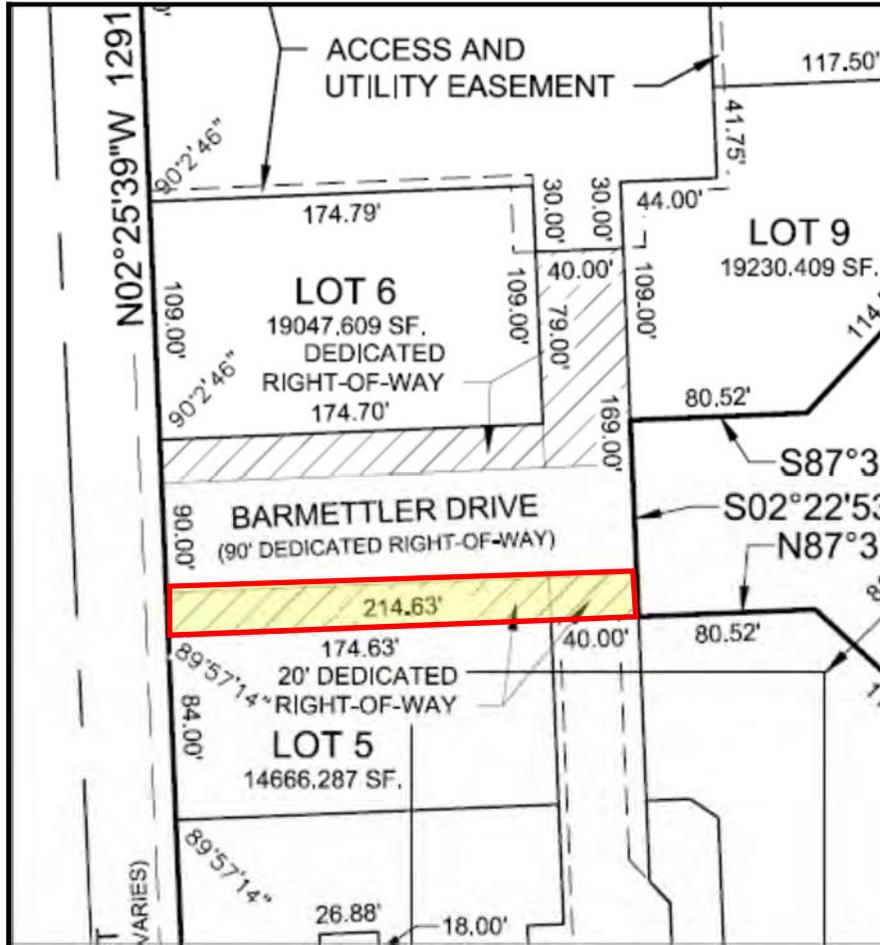
A TRACT OF LAND LOCATED IN BARMETTLER DRIVE AS DEDICATED BY LA VISTA CITY CENTRE REPLAT THREE, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID CORNER ALSO BEING A POINT INTERSECTING THE NORTH RIGHT-OF-WAY LINE OF SAID BARMETTLER DRIVE AND THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF BARMETTLER DRIVE AN ASSUMED BEARING OF N87°37'07"E, 174.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, LA VISTA CITY CENTRE REPLAT THREE; THENCE ON THE EAST LINE OF SAID LOT 6, N02°22'53"W, 79.00 FEET TO A CORNER OF LOT 7, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID CORNER ALSO BEING A POINT ON SAID EAST LINE OF SAID LOT 6; THENCE ON THE SOUTH LINE OF SAID LOT 7 N87°37'07"E, 40.00 FEET TO A CORNER OF SAID LOT 7, SAID CORNER ALSO BEING A POINT ON THE WEST LINE OF LOT 9, SAID LA VISTA CITY CENTRE REPLAT THREE; THENCE ON SAID WEST LINE OF LOT 9, S02°22'53"E, 99.00 FEET; THENCE S87°37'07"W, 214.70 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET EXTENDED; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET EXTENDED N02°25'39"W, 20.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 7,454.26 SQUARE FEET OR 0.171 ACRES, MORE OR LESS.

* Property previously authorized by Council pursuant to the Subdivision Agreement and Purchase Agreement approved on August 2, 2016.

PARCELE



(PRIVATE TO PUBLIC)

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN BARMETTLER DRIVE AS DEDICATED BY LA VISTA CITY CENTRE REPLAT THREE, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

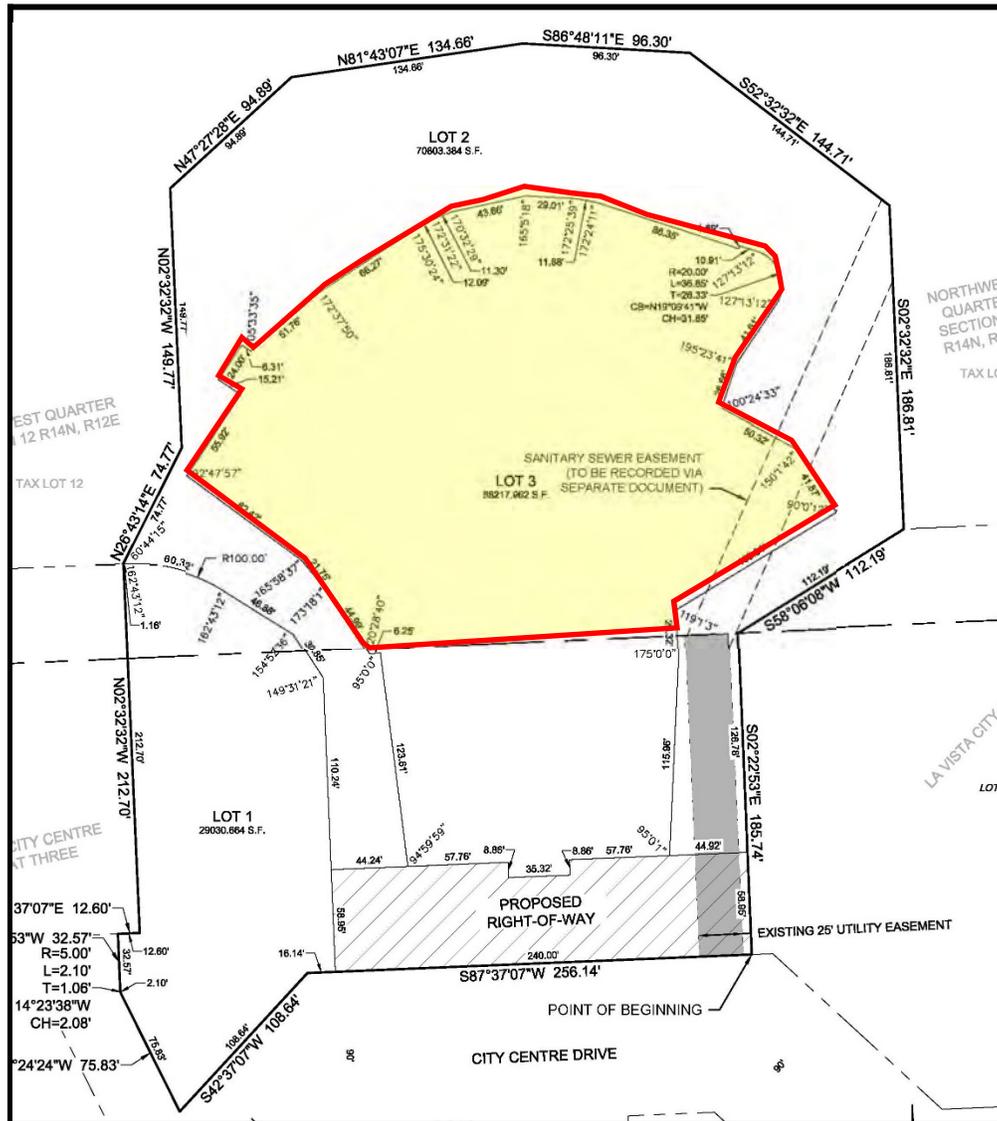
BEGINNING AT THE NORTHWEST CORNER OF LOT 5, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID CORNER ALSO BEING A POINT INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF SAID BARMETTLER DRIVE AND THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET EXTEND ON AN ASSUMED BEARING OF N02°25'39\"W, 20.00 FEET; THENCE N87°37'07\"E, 214.65 FEET; THENCE S02°22'53\"E, 20.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF BARMETTLER DRIVE; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF BARMETTLER DRIVE S87°37'07\"W, 214.63 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 4,292.81 SQUARE FEET OR 0.099 ACRES, MORE OR LESS.

Surplus Parcels

Exhibit 3(i)-2

PARCEL 1



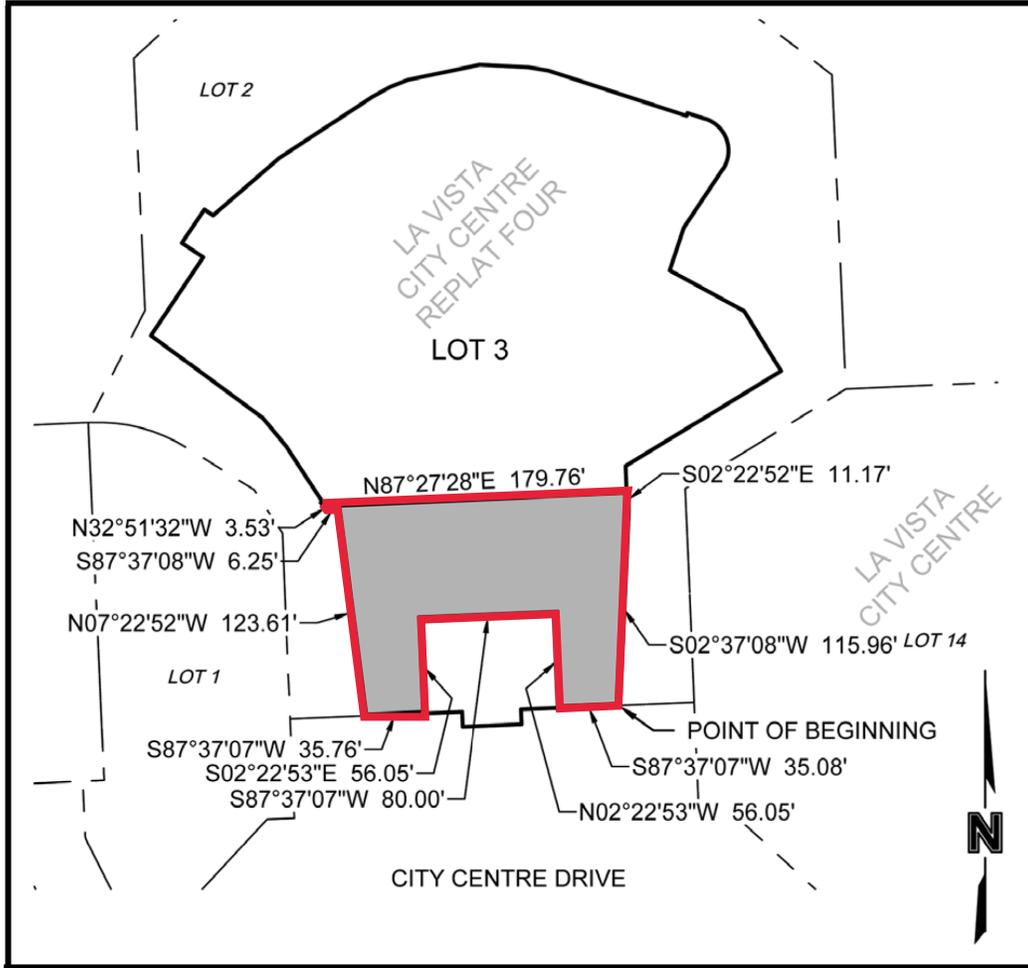
(PUBLIC TO PRIVATE)
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN LOT 3, LA VISTA CITY CENTRE THEATER, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON THE EAST LINE OF SAID LOT 3 FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) ON AN ASSUMED BEARING OF N02°37'08"E, 115.96 FEET; (2) N02°22'52"W, 11.16 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID NORTH LINE OF THE SOUTHWEST QUARTER, S87°27'44"W, 179.76 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE ON THE LINE OF LOT 3 FOR THE FOLLOWING TWENTY-FOUR (24) DESCRIBED COURSES: (1) N32°51'32"W, 41.46 FEET; (2) N39°33'31"W, 21.75 FEET; (3) N63°16'48"W, 82.92 FEET; (4) N33°37'10"E, 69.90 FEET; (5) N56°22'50"W, 15.21 FEET; (6) N33°37'10"E, 24.00 FEET; (7) S58°22'50"E, 6.31; (8) N49°10'45"E, 51.76 FEET; (9) N56°32'55"E, 69.27 FEET; (10) N81°02'30"E, 12.09 FEET; (11) N88°31'09"E, 11.30 FEET; (12) N77°58'40"E, 43.66 FEET; (13) S87°06'38"E, 29.01 FEET; (14) S79°32'17"E, 11.88 FEET; (15) S71°58'29"E, 86.35 FEET; (16) N18°03'31"E, 1.69 FEET; (17) S71°58'29"E, 10.91 FEET TO A POINT OF CURVATURE; (18) ON A 20.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 36.85 FEET (LONG CHORD BEARS S19°09'41"E, 31.85 FEET); (19) S33°37'06"W, 41.81 FEET; (20) S18°13'25"W, 26.68 FEET; (21) S61°22'02"E, 50.32 FEET; (22) S31°23'44"E, 41.87 FEET; (23) S58°38'05"W, 108.01 FEET; (24) S02°22'52"E, 15.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 67,995.01 SQUARE FEET OR 1.561 ACRES, MORE OR LESS.

PARCEL 2



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN A PART OF LOT 3, LA VISTA CITY CENTRE REPLAT FOUR, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA. EXCEPT THE FOLLOWING TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON THE SOUTH LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF S87°37'07"W, 35.08 FEET; THENCE N02°22'53"W, 56.05 FEET; THENCE S87°37'07"W, 80.00 FEET; THENCE S02°22'53"E, 56.05 FEET TO A POINT ON SAID SOUTH LINE OF LOT 3; THENCE ON SAID SOUTH LINE OF LOT 3 S87°37'07"W, 35.76 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOT 3 FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N07°22'52"W, 123.61 FEET; (2) S87°37'08"W, 6.25 FEET; (3) N32°51'32"W, 3.53 FEET; THENCE N87°27'28"E, 179.76 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE ON SAID EAST LINE OF LOT 3 FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) S02°22'52"E, 11.17 FEET; (2) S02°37'08"W, 115.96 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 16,003.10 SQUARE FEET OR 0.367 ACRES, MORE OR LESS.

Transition Area Public Improvements - Estimated Costs

Exhibit 3(ii)

Exhibit 3ii
Estimated Cost of Additional Public Improvements

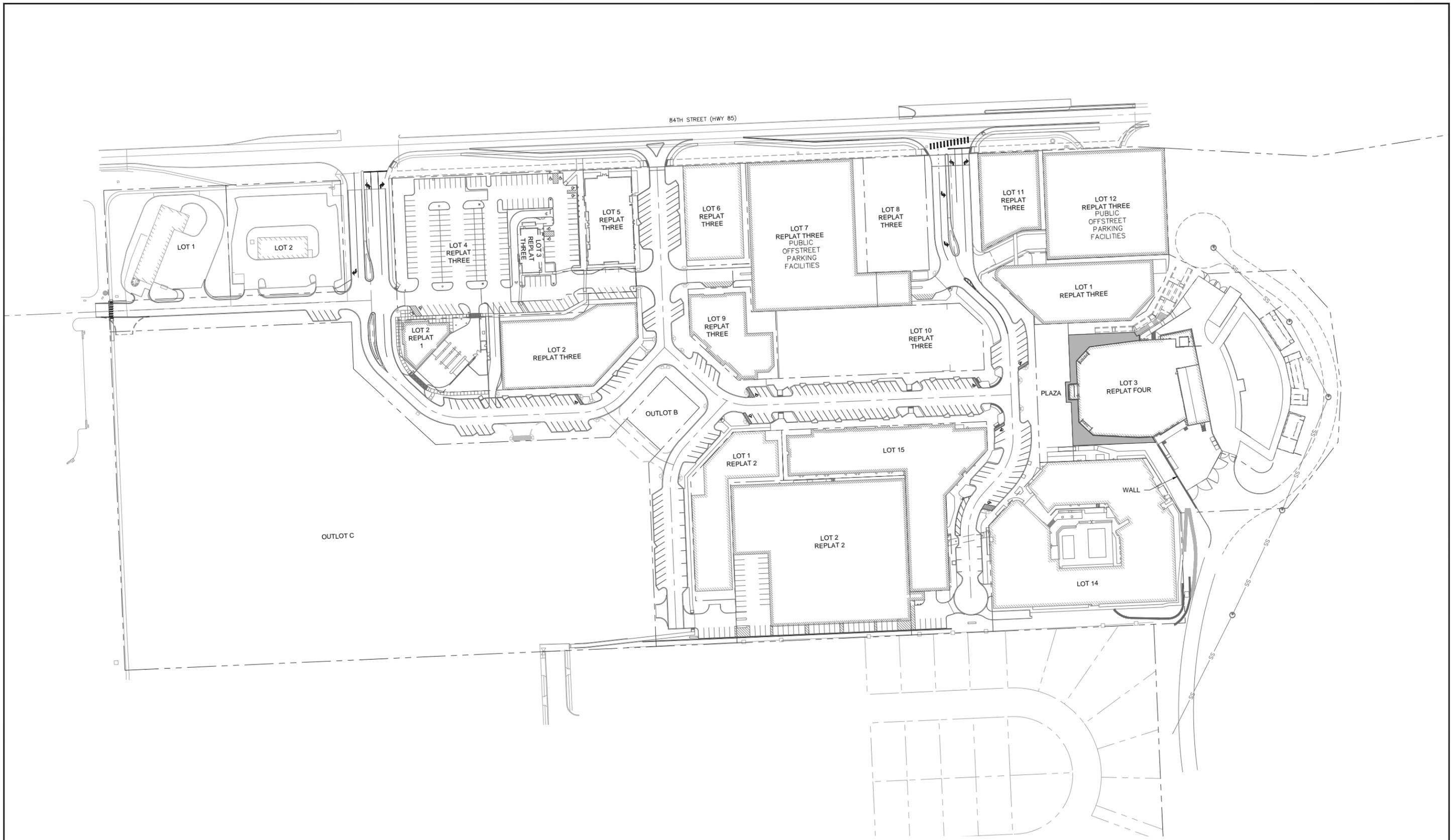
Public Improvement	Total
Public Offstreet Surface Parking to be Constructed on Lot 12	467,000
Public Offstreet Parking Facility to be Constructed on Lot 12	14,393,000
Public Street, Plaza, Recreational, Restroom, Concession, Pedestrian, and Other Facilities	9,500,000
	\$ 24,360,000

**Public Improvement Redevelopment Project
Proposed Replat**

Exhibit 4

Public Improvement Redevelopment Project
Subdivider Public Improvements and Subdivider Shared Improvements

Exhibit 5



LEGEND

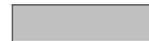
 SUBDIVIDER IMPROVEMENTS



Exhibit 5

ESTIMATE OF SUBDIVIDER PUBLIC INFRASTRUCTURE

Item Description		Total
SIDEWALKS, SIDEWALK LANDSCAPING, STREET FURNITURE	\$	75,000.00
SITE UTILITIES	\$	98,550.00
RETAINING WALL	\$	219,780.00
	Sub Total	\$ 393,330.00
	Contingency	\$ 78,666.00
		\$ 78,666.00
	Net Total Construction	\$ 550,662.00

Public Improvement Redevelopment Project

84th Street Enhanced Employment Area 1

Description of 84th Street Enhanced Employment Area 1:

An initial enhanced employment area within the 84th Street Redevelopment Area is preliminarily described or depicted in the attached draft ordinance, the boundaries of which, subject to any additions, subtractions, or modifications as the City determines necessary or appropriate, shall be the boundaries set forth in such ordinance as adopted and approved by the Mayor and City Council of the City (“Final Ordinance”).

Exhibit 7-1

Public Improvement Redevelopment Project
84th Street Enhanced Employment Area 1 GBOT

Classifications of Businesses and Users and Area 1 GBOT Rates:

Classifications of businesses and users of space and Area 1 GBOT Rates are preliminarily described or depicted in the draft ordinance attached as Exhibit 7-1 and, subject to any additions, subtractions, or modifications as the City determines necessary or appropriate, shall be the classifications and Area 1 GBOT Rates set forth in such ordinance as adopted and approved by the Mayor and City Council of the City ("Final Ordinance").

Exhibit 7-2

AN ORDINANCE PROVIDING FOR INITIAL GENERAL BUSINESS OCCUPATION TAXES AND ENHANCED EMPLOYMENT AREA OF THE 84TH STREET REDEVELOPMENT AREA; REPEALING CONFLICTING ORDINANCES AND PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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

- I. Findings and Determinations. The Mayor and City Council hereby find, determine, declare, adopt, and approve as follows:
 - A. Pursuant to the Community Development Law set forth in Sections 18-2101 et seq of Nebraska Statutes (“Act”), including without limitation Neb. Rev. Stat. Section 18-2142.02, and section 113.30 of the La Vista Municipal Code, the City is authorized to levy a general business occupation tax (“GBOT”) upon the businesses and users of space within an enhanced employment area for the purpose of paying all or any part of the costs and expenses of any redevelopment project within such enhanced employment area, based on a reasonable classification of businesses, users of space, or kinds of transaction for purposes of imposing such tax.
 1. An enhanced employment area as defined in Neb. Rev. Stat. Section 18-2103(22) includes an area up to 600 acres within a community redevelopment area which is designated by the La Vista Community Development Agency (“Agency”) as eligible for the imposition of an occupation tax.
 - a. A community redevelopment area pursuant to Neb. Rev. Stat. Section 18-2103(20) is a substandard and blighted area which the Agency designates as appropriate for a renewal project.
 - b. The City Council in 2012 designated the 84th Street Redevelopment Area as a substandard and blighted area, and the Agency in initially recommending and adopting the Redevelopment Plan “84th Street Redevelopment Area” in 2013 (“Redevelopment Plan”) designated the 84th Street Redevelopment Area as appropriate for one or more renewal projects, making it a community redevelopment area, which designation the Agency ratified and affirmed in connection with its approval and recommendation of Amendment No. 1 to the Redevelopment Plan (“Amendment No. 1”). The Agency, in recommending and adopting Amendment No. 1, further designated the 84th Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of occupation taxes, to be carried out in one or more actions, enhanced employment areas, occupation taxes, levies or rates as determined by the City from time to time
 2. A redevelopment project is any work or undertaking described in Neb. Rev. Stat. Section 18-2103(12), in one or more community redevelopment areas. Amendment No. 1 as approved by the City included initial Mixed Use Redevelopment Project and Public Improvement Redevelopment Project (together “Projects”) within the community development area comprised of the 84th Street Redevelopment Area, which Projects constitute works, undertakings and redevelopment projects pursuant to Neb. Rev. Stat. Section 18-2103(12) to eliminate and prevent recurrence of the substandard and blighted area for the benefit of the City and its residents, businesses, owners, and users of space, including without limitation those in and around the 84th Street Redevelopment Area.

- C. An Agency, pursuant to Neb. Rev. Stat. Section 18-2107(14), is authorized to agree with the City Council for the imposition of an occupation tax for an enhanced employment area pursuant to Neb. Rev. Stat. Section 18-2142.02. The Agency in recommending, and the City Council in approving, Amendment No. 1, agreed to imposition of occupation taxes pursuant to Neb. Rev. Stat. Section 18-2142.02 within boundaries of one or more enhanced employment areas up to the entire 84th Street Redevelopment Area as determined by the City.
- D. It is necessary, desirable, advisable, and in the best interests of the City that an initial enhanced employment area be designated and initial general business occupation tax be imposed on certain businesses and users of space within parts of the community development area comprised of the 84th Street Redevelopment Area for the purpose of paying costs and expenses of redevelopment projects within such area.
- E. An initial enhanced employment area within the 84th Street Redevelopment Area is proposed as described below as 84th Street Enhanced Employment Area 1 or Enhanced Employment Area 1. Redeveloper consented to such designation, which consent will be recorded with respect to redeveloper real estate and shall be binding upon all future owners of such real estate. City Administrator or her designee, based on information Redeveloper provided, advised that new investment within areas included in 84th Street Enhanced Employment Area 1 will satisfy minimum requirements of Neb. Rev. Stat. Section 18-2116(2), which determination is ratified, affirmed, adopted, and approved.
- F. Imposition of an initial general business occupation tax pursuant to Neb. Rev. Stat. Section 18-2142.02 and Municipal Code Section 113.30 is proposed on Event Venue Businesses and Retail Sales Businesses within proposed 84th Street Enhanced Employment Area 1. Event Venue Businesses and Retail Sales Businesses, as described below, are reasonable classifications of businesses, users of space, or kinds of transactions for purposes of the initial general business occupation tax within such area pursuant to this Ordinance.

II. DESIGNATION OF INITIAL ENHANCED EMPLOYMENT AREA. An initial enhanced employment area within the 84th Street Redevelopment Area is hereby designated, established and approved as an initial enhanced employment area within the 84th Street Redevelopment Area, the boundaries of which shall be as follows ("84th Street Enhanced Employment Area 1" or "Enhanced Employment Area 1"):

A TRACT OF LAND LOCATED IN PART OF THE WEST HALF OF SECTION 14 AND THE EAST HALF OF SECTION 15 BOTH IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 14, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE ON THE SOUTH LINE OF SAID SECTION 15 ON AN ASSUMED BEARING OF S87°26'31"W, 145.43 FEET; THENCE N02°33'29"W, 79.12 FEET TO A POINT INTERSECTING THE NORTH RIGHT-OF-WAY LINE OF GILES ROAD AND THE WEST RIGHT-OF-

WAY LINE OF SOUTH 84TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N02°08'01"W, 1157.96 FEET TO A POINT INTERSECTING SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF BRENTWOOD DRIVE; (2) N02°26'33"W, 100.00 FEET TO A POINT INTERSECTING SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF SAID BRENTWOOD DRIVE; (3) N02°17'47"W, 1310.78 FEET TO THE SOUTHEAST CORNER OF LOT 13, PARK VIEW HEIGHTS, A PLATTED AND RECORDED SUBDIVISION IN SAID WEST HALF OF SECTION 15; THENCE ON THE PROPERTY LINE OF SAID LOT 13, PARK VIEW HEIGHTS FOR THE FOLLOWING TEN (10) DESCRIBED COURSES: (1) S87°20'51"W, 878.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, PARKVIEW HEIGHTS; (2) N02°39'15"W, 297.01 FEET; (3) N53°48'51"W, 40.56 FEET TO THE NORTHEAST CORNER OF LOT 12, SAID PARK VIEW HEIGHTS; (4) AND ON THE NORTH LINE OF SAID LOT 12, PARK VIEW HEIGHTS S76°32'34"W, 106.60 FEET TO THE NORTHWEST CORNER OF SAID LOT 12, PARKVIEW HEIGHTS, SAID CORNER ALSO BEING A POINT OF CURVATURE ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 87TH STREET; (5) ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 87TH STREET ON A 920.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 285.18 FEET (LONG CHORD BEARS N22°20'15"W, 284.04 FEET) TO A POINT OF CURVATURE INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD AND SAID EAST RIGHT-OF-WAY LINE OF SOUTH 87TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD; (6) AND ON SAID SOUTH RIGHT OF WAY LINE OF PARK VIEW BOULEVARD ON A 395.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 34.16 FEET (LONG CHORD BEARS N51°34'30"E, 34.14 FEET) TO THE NORTHWEST CORNER OF SAID LOT 13, PARK VIEW HEIGHTS; (7) S53°48'51"E, 70.00 FEET; (8) S66°23'29"E, 266.38 FEET; (9) S76°34'35"E, 354.35 FEET; (10) N87°20'20"E, 448.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 13, PARK VIEW HEIGHTS, SAID POINT ALSO BEING ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET; THENCE ON SAID WEST RIGHT-OF -WAY LINE OF SOUTH 84TH STREET N02°50'02"W, 1145.76 FEET TO THE NORTHEAST CORNER OF LOT 16A3A, PARK VIEW HEIGHTS, SAID CORNER ALSO BEING A POINT INTERSECTING SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD S87°09'44"W, 43.00 FEET; THENCE N02°52'29"W, 487.53 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PLAZA BOULEVARD, SAID POINT ALSO BEING THE SOUTH LINE OF LOT 159C, SAID PARK VIEW HEIGHTS; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF PLAZA

BOULEVARD N87°07'31"E, 42.82 FEET TO THE SOUTHEAST CORNER OF SAID LOT 159C, PARK VIEW HEIGHTS, SAID CORNER ALSO BEING A POINT INTERSECTING SAID NORTH RIGHT-OF-WAY LINE OF PLAZA BOULEVARD AND SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET N02°53'18"W, 683.60 FEET TO A POINT ON THE NORTH LINE OF SECTION 15; THENCE ON SAID NORTH LINE OF SECTION 15 N87°24'22"E, 145.04 FEET TO THE NORTHEAST CORNER OF SAID SECTION 15, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 14; THENCE ON THE NORTH LINE OF SAID SECTION 14 N87°13'03"E, 173.02 FEET; THENCE S02°46'57"E, 50.10 FEET TO A POINT INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET AND THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 84TH STREET, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 1, PARSLEY PLACE, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET FOR THE FOLLOWING FOUR (4) DESCRIBED COURSES: (1) S43°01'11"W, 142.11 FEET; (2) S01°46'17"E, 936.23 FEET TO A POINT INTERSECTING SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF SAID PARK VIEW BOULEVARD, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 1, HOGAN MURPHY PARTNERSHIP ADDITION, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 14; (3) S03°06'55"E, 89.66 FEET TO A POINT INTERSECTING SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW HEIGHTS, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 1354, LA VISTA, A PLATTED AND RECORDED SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 14; (4) S02°04'54"E, 281.02' TO THE SOUTHWEST CORNER OF SAID LOT 1354, LA VISTA; THENCE ON THE SOUTH LINE OF SAID LOT 1354, LA VISTA N87°21'18"E, 139.23 FEET TO A POINT OF CURVATURE, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1354, LA VISTA; THENCE ON THE EAST LINE OF SAID LOT 1354, LA VISTA FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) ON A 675.56 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 171.44 FEET (LONG CHORD BEARS N13°59'15"E, 170.98 FEET TO A POINT OF REVERSE CURVATURE; (2) ON A 290.59 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 120.48 FEET (LONG CHORD BEARS N09°15'52"E, 119.62 FEET TO THE NORTHEAST CORNER OF SAID LOT 1354, LA VISTA, SAID CORNER ALSO BEING ON THE WEST LINE OF PART OF TAX LOT 12 IN SAID WEST HALF OF SECTION 14, SAID CORNER ALSO BEING ON SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD FOR THE FOLLOWING TWO (2) DESCRIBED COURSES:

(1) N04°12'26"W, 5.00 FEET TO THE NORTHWEST CORNER OF SAID PART OF TAX LOT 12; (2) N87°25'37"E, 170.40 FEET TO THE NORTHEAST CORNER OF SAID PART OF TAX LOT 12; THENCE ON THE EAST LINE OF SAID PART OF TAX LOT 12 FOR THE FOLLOWING TEN (10) DESCRIBED COURSES: (1) S01°31'54"E, 233.44 FEET; (2) S44°18'08"E, 870.35 FEET TO THE SOUTHWEST CORNER OF LOT 1339, SAID LA VISTA, TO A POINT OF CURVATURE; (3) ON THE SOUTH LINE OF SAID LOT 1339 ON A 180.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 55.92 FEET (LONG CHORD BEARS N54°44'24"E, 55.70 FEET); (4) CONTINUING ON SAID SOUTH LINE OF LOT 1339 N45°23'01"E, 70.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1339, LA VISTA, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF VALLEY ROAD; (5) N70°36'55"E, 55.18 FEET TO THE SOUTHWEST CORNER OF LOT 1312, SAID LA VISTA, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF VALLEY ROAD; (6) ON THE SOUTH LINE OF SAID LOT 1312, LA VISTA N46°10'41"E, 109.94 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1312, LA VISTA; (7) S44°17'22"E, 604.78 FEET TO THE SOUTHWEST CORNER OF LOT 1301, LA VISTA, SAID CORNER ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SOUTH 78TH STREET; (8) S18°01'40"E, 33.70 FEET; (9) S44°17'20"E, 163.60 FEET; (10) S24°23'26"E, 106.70 FEET TO THE SOUTHWEST CORNER OF LOT 883, SAID LA VISTA; THENCE ON THE SOUTH LINE OF SAID LOT 883, LA VISTA N62°00'29"E, 130.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 883, LA VISTA, TO A POINT OF CURVATURE, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD; THENCE ON A 770.10 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 205.19 FEET (LONG CHORD BEARS S33°12'28"E, 204.58 FEET TO THE NORTHEAST CORNER OF LOT 887, SAID LA VISTA; THENCE ON THE NORTH LINE OF SAID LOT 887, LA VISTA S45°26'42"W, 138.73 FEET TO THE NORTHWEST CORNER OF SAID LOT 887, LA VISTA; THENCE S44°34'13"E, 701.84 FEET TO A POINT OF CURVATURE; THENCE ON A 802.72 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 223.66 FEET (LONG CHORD BEARS S52°33'08"E, 222.94 FEET) TO THE SOUTHEAST CORNER OF TAX LOT 13, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 901, SAID LA VISTA, SAID CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF EDGEWATER BOULEVARD; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF EDGEWATER BOULEVARD FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) S25°38'39"W, 189.83 FEET TO A POINT OF CURVATURE; (2) ON A 813.58 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 177.49 FEET (LONG CHORD BEARS S31°53'38"W, 177.14 FEET); (3) S38°10'24"W, 89.63 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 13, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 64, BRIARWOOD, A PLATTED AND RECORDED SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14; THENCE ON THE WEST LINE OF SAID TAX LOT 13 FOR THE FOLLOWING ELEVEN (11) DESCRIBED COURSES: (1) N44°33'36"W, 419.01 FEET TO THE NORTHEAST CORNER OF LOT 59, SAID BRIARWOOD; (2) N49°03'53"W, 79.34 FEET TO THE NORTHEAST CORNER OF LOT 58, SAID BRIARWOOD; (3) N62°33'23"W, 79.53 FEET TO THE NORTHEAST CORNER OF LOT 57, SAID BRIARWOOD; (4) N74°33'19"W, 79.53 FEET TO THE NORTHWEST CORNER OF LOT 56, SAID BRIARWOOD; (5) N88°02'50"W, 79.34 FEET TO THE NORTHWEST CORNER OF LOT 55, SAID BRIARWOOD; (6) S87°26'54"W, 130.00 FEET TO THE NORTHWEST CORNER OF OUTLOT 3, SAID BRIARWOOD; (7) N02°33'06"W, 41.12 FEET TO THE NORTHEAST CORNER OF LOT 51, SAID BRIARWOOD; (8) N16°59'21"W, 85.95 FEET TO THE NORTHEAST CORNER OF LOT 50, SAID BRIARWOOD; (9) N14°23'31"W, 107.46 FEET TO THE NORTHEAST CORNER OF LOT 49, SAID BRIARWOOD; (10) S87°23'06"W, 161.36 FEET TO THE SOUTHEAST CORNER OF LOT 45, SAID BRIARWOOD; (11) N02°44'58"W, 357.91 FEET TO A CORNER OF LOT 40, SAID BRIARWOOD; THENCE ON THE SOUTH LINE OF SAID PART OF TAX LOT 12 FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) N44°34'52"W, 242.04 FEET TO A CORNER OF LOT 38, SAID BRIARWOOD, SAID CORNER ALSO BEING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14; (2) ON SAID SOUTH LINE OF THE NORTHWEST QUARTER S87°29'05"W, 386.87 FEET TO A CORNER OF LOT 34, SAID BRIARWOOD, SAID CORNER ALSO BEING ON THE WEST LINE OF LOT 14, LA VISTA CITY CENTRE, A PLATTED AND RECORDED SUBDIVISION IN THE SAID WEST HALF OF SECTION 14; THENCE S02°33'02"E, 1794.49 FEET TO THE SOUTHEAST CORNER OF OUTLOT C, SAID LA VISTA CITY CENTRE; THENCE ON THE SOUTH LINE OF SAID OUTLOT C, LA VISTA CITY CENTRE S87°27'29"W, 610.91 FEET; THENCE S02°32'31"E, 547.70 FEET; THENCE N87°27'29"E, 95.49 FEET TO A POINT OF CURVATURE; THENCE ON A 106.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 166.66 FEET (LONG CHORD BEARS S47°30'02"E, 150.02 FEET; THENCE S02°27'31"E, 21.93 FEET TO A POINT OF CURVATURE ON THE EAST LINE OF LOT 4, WILTHAM PLACE REPLAT 1, A PLATTED AND RECORDED SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 14; THENCE ON A 470.50 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 130.16 FEET (LONG CHORD BEARS S05°30'56"W, 129.75 FEET) TO THE SOUTHEAST CORNER OF SAID LOT 4, WILTHAM PLACE REPLAT 1, SAID CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF GILES ROAD; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF GILES ROAD S87°32'29"W, 33.00 FEET; THENCE N02°27'31"W, 193.72 FEET TO A POINT OF CURVATURE; THENCE ON A 70.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 38.20 FEET (LONG CHORD BEARS N47°19'20"W, 37.73 FEET); THENCE S87°27'29"W, 159.98 FEET;

THENCE N02°32'31"W, 583.71 FEET TO A POINT ON THE NORTH LINE OF LOT 3, SAID WILTHAM PLACE REPLAT 1; THENCE ON SAID NORTH LINE OF LOT 3, WILTHAM PLACE REPLAT 1 S87°27'29"W, 188.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, WILTHAM PLACE REPLAT 1, SAID CORNER ALSO BEING ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET FOR THE FOLLOWING SEVEN (7) DESCRIBED COURSES: (1) S02°27'02"E, 37.18 FEET; (2) S09°08'40"E, 132.73 FEET; (3) S02°37'19"W, 168.73 FEET; (4) S02°32'24"E, 55.60 FEET; (5) S02°35'44"E, 156.04 FEET; (6) S02°27'16"E, 88.34 FEET; (7) S15°45'55"E, 140.41 FEET TO THE SOUTHWEST CORNER OF LOT 1, WILTHAM PLACE, A PLATTED AND RECORDED SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 14; THENCE S02°29'13"E, 80.08 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 14; THENCE ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 14 S87°30'47"W, 70.92 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 5,068,281.98 SQUARE FEET OF 116.352 ACRES, MORE OR LESS.

III. CLASSIFICATIONS OF BUSINESSES, USERS OF SPACE, OR KINDS OF TRANSACTIONS. The following classifications of businesses, users of space, or kinds of transactions are found and determined to be reasonable and hereby established for purposes of imposing and levying the initial general business occupation tax on businesses and users of space within Enhanced Employment Area 1 pursuant to this Ordinance:

- A. Event Business, which means presenting, producing, or otherwise providing, offering or engaging in any performances, functions, events, or activities for admissions, fees, or other consideration within Enhanced Employment Area 1; and
- B. Retail Sales Business, which means engaging in retail sales within Enhanced Employment Area 1, as "retail sales" is defined in the Nebraska Revenue Act of 1967, as amended from time to time.

If a business or user of space engages in more than one Event Business or Retail Sales Business within Enhanced Employment Area 1, the Area 1 GBOT shall apply and be determined and due and owing to the City with respect to each Event Business or Retail Sales Business.

IV. GENERAL BUSINESS OCCUPATION TAX LEVY

- A. On and after the Effective Date, the City, in addition to any other applicable occupation, sales or other taxes imposed by the City from time to time, hereby imposes and levies the following general business occupation tax ("84th Street Enhanced Employment Area 1 GBOT" or "Area 1 GBOT") on all persons engaged in an Event Business or a Retail Sales Business within 84th Street Enhanced Employment Area 1, the amount of which Area 1 GBOT shall be determined as follows:

Classification of Business

Area 1 GBOT Rate

Event Business	Area 1 GBOT shall be calculated as 3.5% of total gross receipts derived by the taxpayer from the Event Business, including without limitation, all ticket sales, admissions, fees, event space or related personal property rentals, or other consideration ("Event Business Gross Receipts"), and
Retail Sales Business	Area 1 GBOT shall be calculated as 1.5% of total gross receipts derived by the taxpayer from the Retail Sales Business;

Provided, however, the Area 1 GBOT of an Event Business or Retail Sales Business shall be subject to the following conditions:

1. Gross receipts for purposes of determining the amount of any occupation taxes of any Event Business or Retail Sales Business pursuant to this Ordinance shall mean the total amount of receipts, revenues, consideration, donations, contributions, or monetary charges of any nature received without any deduction on account of expenses, taxes, or other costs. Provided, however, gross receipts shall exclude:
 - a. The amount of gross receipts from any sale or lease of any equipment or other tangible personal property in connection with construction of buildings or other improvements to real estate located within Enhanced Employment Area 1;
 - b. The amount of gross receipts from food or beverages sales that is included for purposes of calculating the amount of occupation tax of a Restaurant or Drinking Place pursuant to Code Section 113.10. Any such Restaurant or Drinking Place shall pay the Restaurants and Drinking Places Occupation Tax rather than the Area 1 GBOT with respect to such gross receipts. In addition, gross receipts for purposes of the Area 1 GBOT also shall exclude the amount of any gross receipts that Section 113.10 provides shall be excluded for purposes of calculating the occupation tax on Restaurants and Drinking Places;
 - c. The amount of gross receipts from hotel or motel room rentals that are included for purposes of calculating the amount of lodging occupation tax due and owing to the City ("Hotel/Motel Occupation Tax"). Any such business shall pay the Hotel/Motel Occupation Tax rather than the Area 1 GBOT with respect to such gross receipts.
 - d. The amount of any gross receipts that are exempt or otherwise not subject to Nebraska sales and use taxes under the Nebraska Revenue Act of 1967, as amended from time to time.
2. Gross receipts for purpose of calculating the Retail Sales Business occupation tax shall exclude any
 - a. Event Business Gross Receipts that are included for purposes of calculating the Area 1 GBOT on the Event Business,
 - b. Gross receipts that are included for purposes of calculating any occupation tax or franchise fee payable to the City for engaging in any cable television, telecommunications services, other communications services, or utilities business pursuant to a franchise or right of way agreement with the City, and
 - c. Gross receipts of the City's keno lottery collected by the City's keno lottery operator or its designee pursuant to a lottery operator agreement with the City.

3. The City or Agency at any time shall be authorized to increase any Area 1 GBOT Rate if proceeds from the Area 1 GBOT are insufficient to pay debt service of any bonds or refunding bonds that identify the Area 1 GBOT as an available source of payment, without obtaining further consent, agreement, or approval of any other party.
4. In addition to provisions of this Ordinance, the Area 1 GBOT will be levied and payable at such times and subject to applicable provisions, terms or conditions of Nebraska Statutes or the Municipal Code or other ordinances, resolutions, regulations, policies, guidance, agreements, documents, or instruments of the City or La Vista Community Development Agency as may be adopted, enacted, implemented, or amended from time to time, including without limitation Municipal Code Section 113.30.
5. If any Event Business or Retail Sales Business on the Effective Date is operating from any permanent location and improvements within the following described area, and such operations, location and improvements of such Event Business or Retail Sales Business continue after the Effective Date without material modification, imposition of the Area 1 GBOT pursuant to this Ordinance shall be subject to such owner or operator consent of such Event Business, Retail Sales Business, location, or improvements in form and content satisfactory to the City Administrator or the City Administrator's designee:

LOT 2 LA VISTA CITY CENTRE

The Agency and City Council agree to imposition of the Area 1 GBOT within 84th Street Enhanced Employment Area 1. The tax imposed by this Ordinance is a tax on the taxpayer for the privilege of engaging in the particular occupations within Enhanced Employment Area 1 of the City.

- B. **Use of Proceeds.** Proceeds of the Area 1 GBOT shall be deposited in a separate fund established by the City and used to pay all or any part of the costs and expenses of any redevelopment project as approved or modified from time to time within 84th Street Enhanced Employment Area 1, including without limitation, all costs and expenses of the City or Agency in connection with payment, funding, refunding, reimbursing, financing, or refinancing of any costs or expenses previously, currently, or in the future incurred or paid by the City or Agency for or in connection with planning, designing, engineering, legal services, financing, capitalized interest, demolition, development, site acquisition, grading, preparation, utilities, relocations, improvements, construction, maintenance, operations, repairs, replacements, or any other works, expenditures, or undertakings with respect to the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended from time to time. Proceeds of any such taxes shall be pledged or used in such manner as specified or approved from time to time by the City Council or City Administrator, or its or her designee.
- C. **Effective Date; Term.** The Area 1 GBOT shall commence April 1, 2020 ("Effective Date") at 4:00 a.m. and continue and remain in effect until December 1, 2060, unless otherwise specified in the City's Master Fee Ordinance or modified, extended, revoked or superseded by the Mayor and City Council; provided, however, the Area 1 GBOT shall not terminate and such tax shall continue in effect so long as any bonds are outstanding which were issued stating such occupation tax as an available source for payment.

- V. **REPEAL OF CONFLICTING PROVISIONS.** Any part of any previously enacted ordinance that conflicts with any part of this Ordinance is hereby repealed.
- VI. **SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.
- VII. **PUBLICATION AND EFFECTIVE DATE OF ORDINANCE.** This Ordinance shall be published and shall be in force and take effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, _____.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Public Improvement Redevelopment Project Area

**Preliminary Depiction or Description of Parts of Public Improvement Redevelopment
Project Area Involved in Transition Area Public Improvements Pursuant to Second
Amendment to Subdivision Agreement**

Exhibit 9(g)



Legend

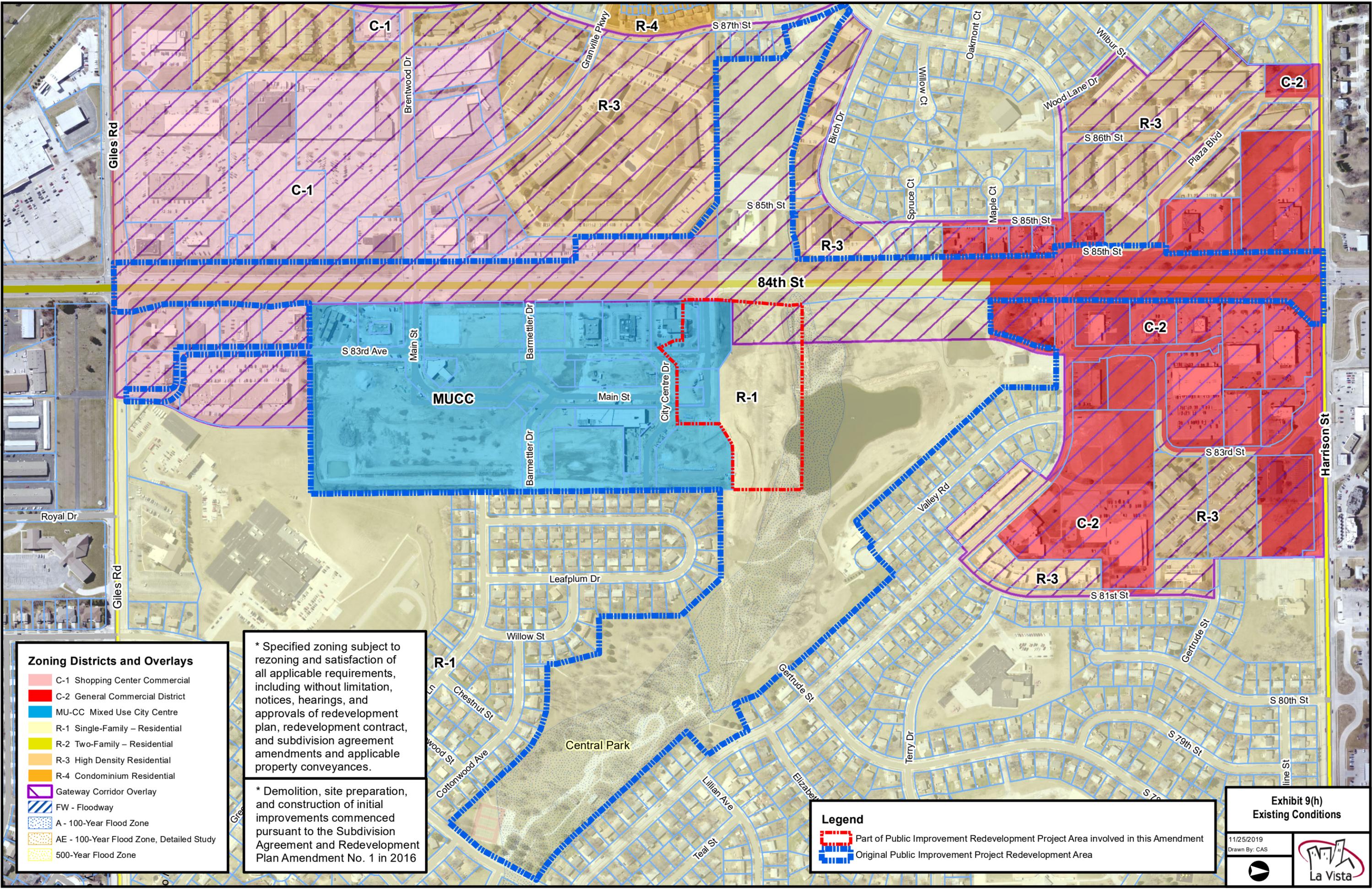
- Part of Public Improvement Redevelopment Project Area involved in this Amendment
- Original Public Improvement Project Redevelopment Area

Exhibit 9g: Boundaries - Parts of Public Improvement Redevelopment Area involved in this Amendment

Map Showing Existing Conditions and Uses

**Map Showing Existing Conditions and Uses of Parts of Public Improvement
Redevelopment Project Area Involved in Transition Area Public Improvements Pursuant
to Second Amendment to Subdivision Agreement**

Exhibit 9(h)



Zoning Districts and Overlays

- C-1 Shopping Center Commercial
- C-2 General Commercial District
- MU-CC Mixed Use City Centre
- R-1 Single-Family – Residential
- R-2 Two-Family – Residential
- R-3 High Density Residential
- R-4 Condominium Residential
- Gateway Corridor Overlay
- FW - Floodway
- A - 100-Year Flood Zone
- AE - 100-Year Flood Zone, Detailed Study
- 500-Year Flood Zone

* Specified zoning subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

* Demolition, site preparation, and construction of initial improvements commenced pursuant to the Subdivision Agreement and Redevelopment Plan Amendment No. 1 in 2016

Legend

- Part of Public Improvement Redevelopment Project Area involved in this Amendment
- Original Public Improvement Project Redevelopment Area

**Exhibit 9(h)
Existing Conditions**

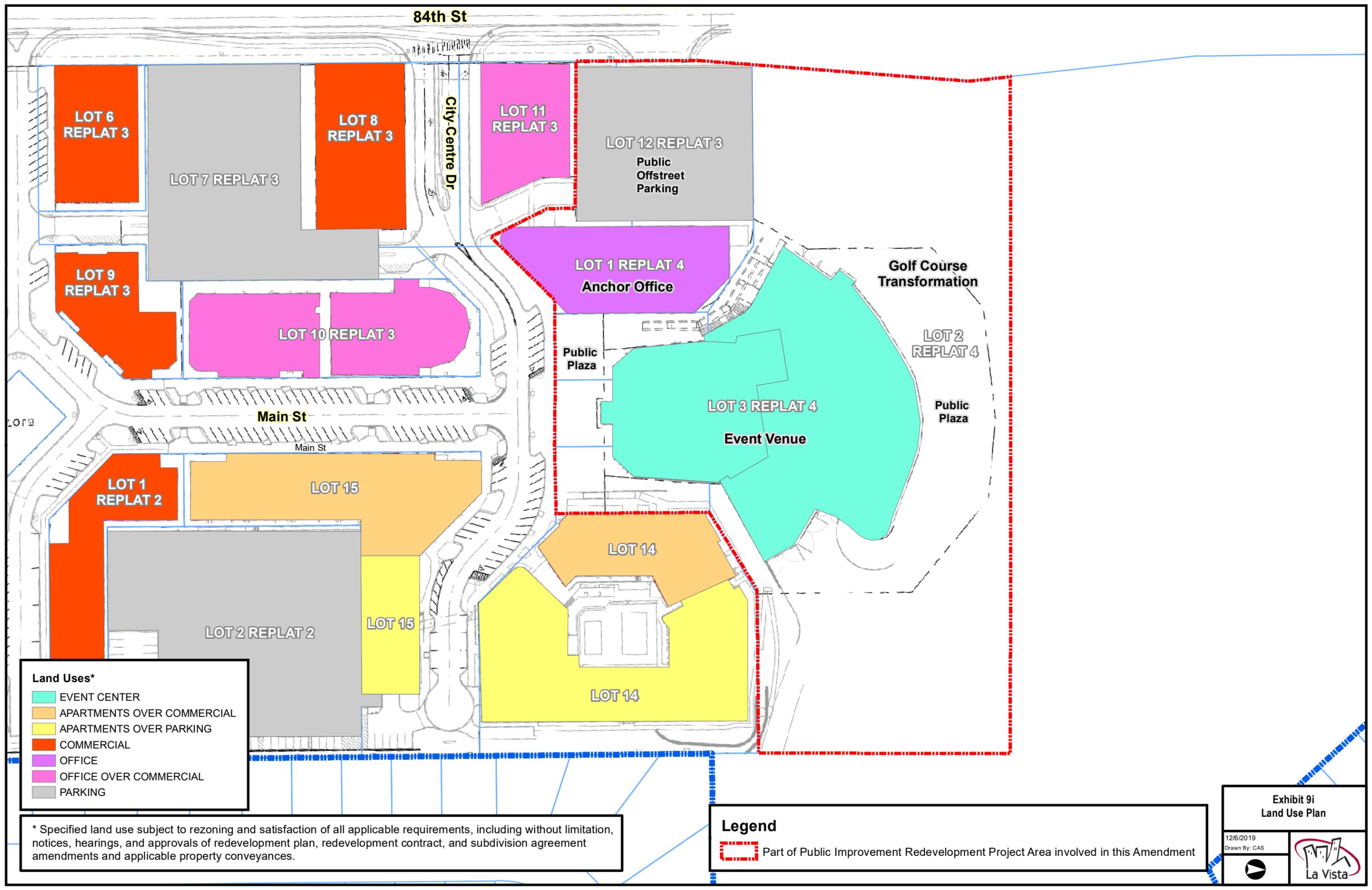
11/25/2019
Drawn By: CAS



Land-Use Plan Showing Proposed Uses of the Area

**Preliminary Land-Use Plan Showing Proposed Uses of Parts of Public Improvement
Redevelopment Project Area Involved in Second Amendment to Subdivision Agreement**

Exhibit 9(i)



Land Uses*

■	EVENT CENTER
■	APARTMENTS OVER COMMERCIAL
■	APARTMENTS OVER PARKING
■	COMMERCIAL
■	OFFICE
■	OFFICE OVER COMMERCIAL
■	PARKING

* Specified land use subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

Legend
 Part of Public Improvement Redevelopment Project Area involved in this Amendment

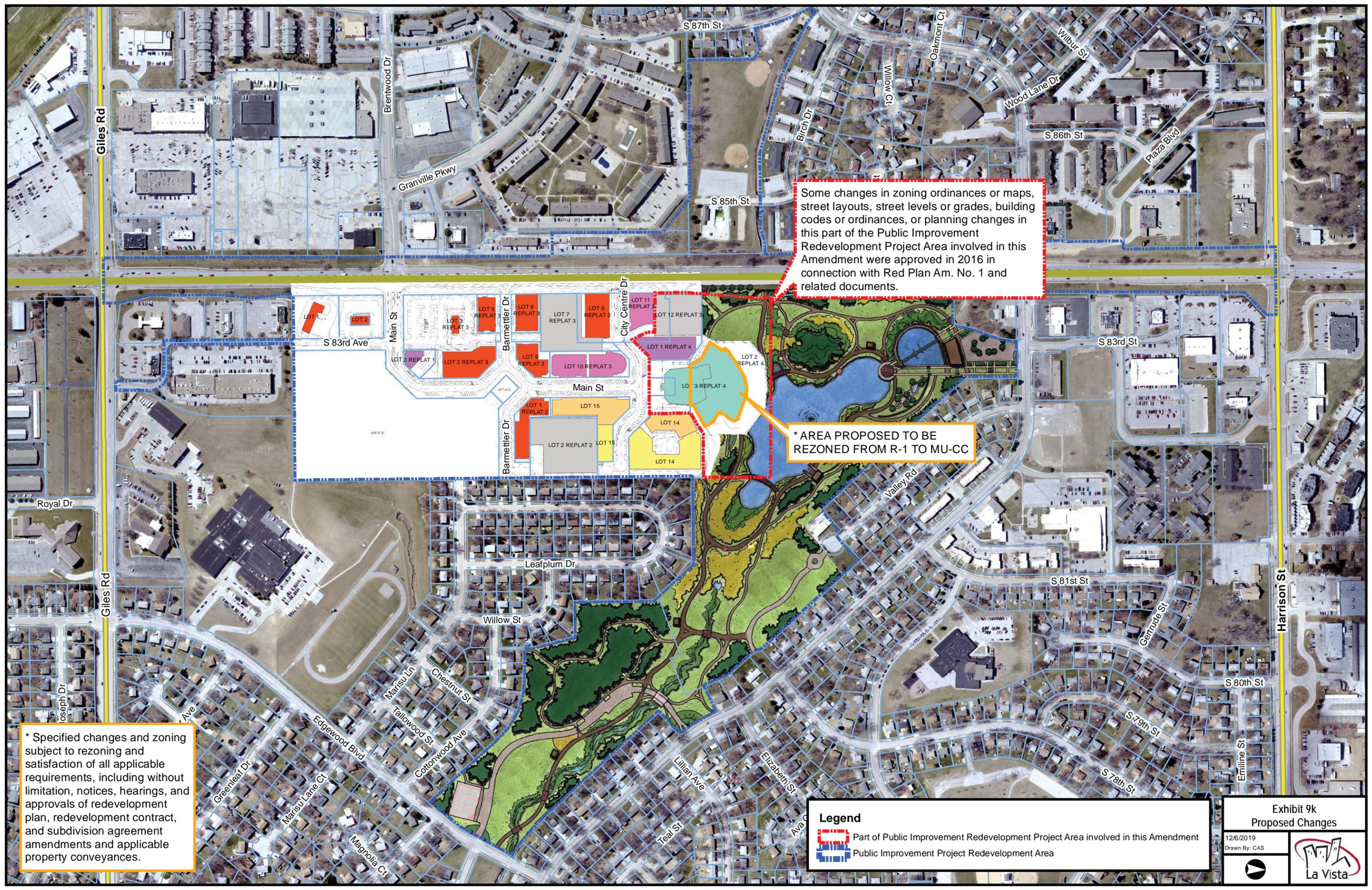
**Exhibit 9i
Land Use Plan**

12/6/2019
 Drawn By: CAS

Statement of Proposed Changes in Zoning, Streets, or Building Codes

**Preliminary Statement of Proposed Changes in Zoning Ordinances or Maps, Street
Layouts, Street Levels or Grades, Building Codes or Ordinances, or Planning Changes in
Connection with Transition Area Public Improvements or Second Amendment to
Subdivision Agreement**

Exhibit 9(k)



Some changes in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes in this part of the Public Improvement Redevelopment Project Area involved in this Amendment were approved in 2016 in connection with Red Plan Am. No. 1 and related documents.

* AREA PROPOSED TO BE REZONED FROM R-1 TO MU-CC

* Specified changes and zoning subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

Legend

-  Part of Public Improvement Redevelopment Project Area involved in this Amendment
-  Public Improvement Project Redevelopment Area

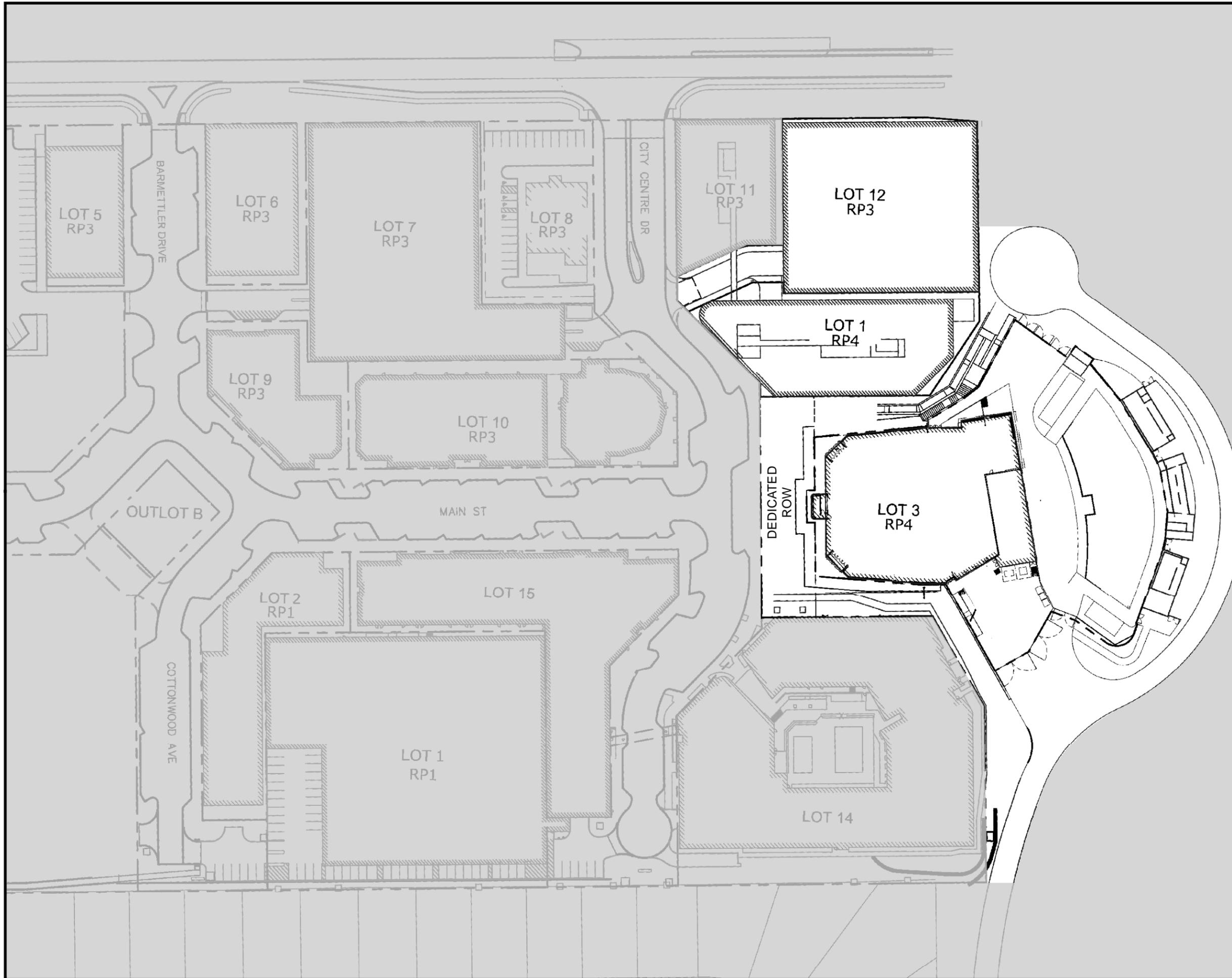
Exhibit 9k
Proposed Changes

12/6/2019
Drawn By: CAS



Site Plan of Public Improvement Redevelopment Project Area
Preliminary Site Plan Including Parts of the Public Improvement Redevelopment Project
Area Involved in Second Amendment to Subdivision Agreement

Exhibit 9(l)



Statement of Additional Public Facilities or Utilities

**Preliminary Statement of Kind and Number of Additional Public Facilities or Utilities
Required to Support New Land Uses in Parts of the Public Improvement Redevelopment
Project Area Involved in Second Amendment to Subdivision Agreement After
Redevelopment**

For a preliminary statement of the kind and number of additional public facilities or utilities projected to be required to support new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Second Amendment after redevelopment, see Exhibits 3-1, 3-2, and 3(ii), in addition to Additional Subdivider Infrastructure Improvements.

Exhibit 9(m)

**CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
84 TH ST. REDEVELOPMENT AREA SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT MIXED USE REDEVELOPMENT PROJECT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT

SYNOPSIS

A resolution has been prepared to approve and authorize the Mayor to accept a redevelopment contract proposal by executing the Second Amendment to Redevelopment Agreement.

FISCAL IMPACT

Funds are budgeted.

RECOMMENDATION

Approval, subject to adoption of Redevelopment Plan Amendment No. 2 earlier on the Council meeting agenda.

BACKGROUND

A resolution has been prepared to approve and authorize the Mayor to accept a redevelopment contract proposal by executing the Second Amendment to the Redevelopment Agreement.

The City Council adopted Resolution No. 12-011 declaring the 84th Street Redevelopment Area a substandard and blighted area in need of redevelopment. The City Council also created the La Vista Community Development Agency governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings. To eliminate and prevent recurrence of the substandard and blighted area, the Mayor and City Council in 2013 adopted the Redevelopment Plan – 84th Street Redevelopment Area. This Redevelopment Plan was then amended in 2016 by Amendment No. 1, providing in part for a Mixed Use Redevelopment Project (the Plan, as amended, referred to herein as “Redevelopment Plan”). In furtherance of the Redevelopment Plan and Mixed Use Redevelopment Project, the Agency in 2016 approved and authorized the Mayor to accept a redevelopment contract proposal by executing a Redevelopment Agreement, which subsequently was amended by a First Amendment. A Second Amendment to the Redevelopment Agreement is proposed to provide further specification with respect to certain improvements to the Mixed Use Redevelopment Project Area.

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 FOR THE 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 City Council approved a Redevelopment Plan for the 84th Street Redevelopment Area, and subsequently approved Amendment No. 1 to such Redevelopment Plan for, among other things, two redevelopment projects; specifically a mixed use redevelopment project and a public improvement redevelopment project including areas in the vicinity of 84th Street and Brentwood Boulevard, the former Brentwood Crossing shopping area and La Vista Falls golf course, the City swimming pool, and adjacent areas (such Redevelopment Plan for the 84th Street Redevelopment Area as amended by Amendment No. 1 referred to herein as “Redevelopment Plan”); and

WHEREAS, The City Council approved Amendment No. 2 to the Redevelopment Plan for further specification with respect to certain proposed improvements of the redevelopment projects (such Redevelopment Plan as amended by Amendment No. 2 referred to herein as “Redevelopment Plan, as amended”); and

WHEREAS, The Agency desires to approve a redevelopment contract proposal as presented to the City or Agency in various documents, including without limitation a supplemental Tax Increment Financing Application submitted by City Centre Music Venue, LLC (“Redeveloper”) and Second Amendment to Redevelopment Agreement as presented at this meeting that includes a statement of the redeveloper’s consent with respect to the designation of an enhanced employment area, redeveloper certification, supporting document retention and ad valorem payment requirements of Neb. Rev. Stat. Sections 18-2119(2), 18-2119(3), 18-2119(4), and 18-2119(5), respectively (“Redevelopment Contract Proposal” or “Proposal”). Notice inviting redevelopment contract proposals was published.

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. With respect to redevelopers and redevelopment proposals other than Redeveloper and its Redevelopment Contract Proposal: All redevelopment proposals, if any, and the financial and legal ability of the prospective redevelopers to carry out their proposals, have been considered.
3. With respect to Redeveloper and its Redevelopment Contract Proposal:
 - a. The Redevelopment Contract Proposal has been considered;

- b. The Agency considered the legal ability of Redeveloper to carry out its Proposal, taking into consideration among other things, Redeveloper existing as an active limited liability company in good standing under Nebraska law, and such experience, resources, real property, and relationships of Redeveloper or any affiliated entity that is needed to carry out the Proposal;
- c. The Agency deems the Redevelopment Contract Proposal to be in the public interest and in furtherance of the purposes of the Community Development Law;
- d. Such Redevelopment Contract Proposal is hereby approved, based in part on consideration of the certification provided in the Redevelopment Contract Proposal pursuant to Neb. Rev. Stat. Section 18-2119(3);
- e. The City Clerk, upon approval of this Resolution, shall file and maintain such Resolution among the written records of the City Clerk, which filing shall constitute written notification of the Agency to the governing body of the City of the Agency's intention to accept such Redevelopment Contract Proposal ("Agency Notification");
- f. The Mayor on behalf of the Agency shall be authorized to accept such Redevelopment Contract Proposal on behalf of the Agency. Acceptance of the Redevelopment Contract Proposal shall be accomplished by the Mayor executing the Second Amendment to Redevelopment Agreement as presented in writing at this meeting, subject to any additions, subtractions or modifications as the City Administrator determine necessary or advisable ("Redevelopment Contract"), and not in any other manner, and further subject to satisfaction of all applicable requirements as the City Administrator or City Administrator's designee determines necessary or appropriate to carry out the provisions of the Redevelopment Contract or Second Amendment to Subdivision Agreement, including without limitation, any required notices, hearings, authorizations, rights, conditions, or approvals with respect to any proposed or required platting or zoning action, permit, economic development program grant, Vehicle Off-Street Parking District No. 2 additional improvements, general business occupation taxes, financing, or property conveyances. Acceptance of the Redevelopment Contract Proposal and the Redevelopment Contract shall be subject to and effective upon the later of satisfaction of the Conditions of subsection (g) below or thirty-one days after the Agency Notification, after which all steps shall be authorized as necessary to effectuate such Redevelopment Contract, as determined in the sole discretion of the City Administrator or her designee;
- g. Subsections (d) through (f) above shall be subject to the City Administrator, or her designee, on behalf of the Agency considering the financial ability of the Redeveloper to carry out the Redevelopment Contract Proposal to the satisfaction of the City Administrator or her designee (this subsection "g" referred to as "Conditions");
- h. Sales, leases, or transfers of real property or any interest therein, if any, to any redeveloper for any uses in accordance with the Redevelopment Plan, as amended, shall be deemed to be fair value for uses in accordance with such Redevelopment Plan, as amended, taking into account and giving consideration to uses and purposes required by such plan, restrictions upon, and covenants, conditions, and obligations assumed by the redeveloper of such property; objectives of the Redevelopment Plan, as amended, for the elimination and prevention of recurrence of substandard and blighted areas; and such other matters as the City Administrator on behalf of the Agency determines appropriate; and in fixing any rentals or selling prices, consideration shall be given, and it shall be deemed that consideration has been given, to any appraisals of the property for such uses made by land experts employed by the Agency; and
- i. The Mayor, City Clerk, City Administrator, or City Engineer, or any designee of any such official, 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 or actions approved herein.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

LA VISTA COMMUNITY
DEVELOPMENT AGENCY

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, CMC
City Clerk

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

This Second Amendment to Redevelopment Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section 5gg below by and between the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista, a Nebraska municipal corporation in Sarpy County, Nebraska, on February 12, 2012 (“CDA”), La Vista City Centre, LLC, a Nebraska limited liability company, (“Redeveloper”), One Percent Productions, L.L.C., a Nebraska limited liability company, (“One Percent”), Mammoth, Inc., a Kansas corporation authorized to do business in Nebraska, (“Mammoth”) (together Redeveloper, One Percent, and Mammoth sometimes are referred to herein as “Event Venue Redeveloper”), La Vista Car Wash LLC, a Nebraska limited liability company (“Car Wash”), City Centre I, LLC, a Nebraska limited liability company, (“City Centre I”), and E&W Holdings, LLC, a Nebraska limited liability company (“E&W”).

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

A. The Mayor and City Council in 2012 declared the 84th Street Redevelopment Area substandard and blighted and in need of redevelopment. To eliminate and prevent recurrence of the substandard and blighted area, the Mayor and City Council in 2013 adopted the Redevelopment Plan - 84th Street Redevelopment Area, as amended in 2016 by Amendment No. 1 and providing for a Mixed Use Redevelopment Project and tax increment financing (“TIF”) in response to a redevelopment application (“Redevelopment Application”) submitted by Redeveloper with CDA, and a Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, (“Redevelopment Plan”), which Redevelopment Plan included indoor and outdoor event center, amphitheater, and other private and public improvements.

B. La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and

Upon Recording Please Return To:

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

2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); and Lots 5 - 12, La Vista City Centre and Lot 1, La Vista City Centre Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat 3 (“Replat 3”). Lot ownership is as follows:

- (i) La Vista Car Wash, as successor of LVCC, owns Lot 1, La Vista City Centre,
- (ii) Redeveloper owns:
 - Lots 2 and 13 and Outlot C, La Vista City Centre,
 - Lot 1, La Vista City Centre Replat 2, and
 - Lots 1, 2, 3, 4, 5, 6, 8, 9, 11 and 12, La Vista City Centre Replat 3. E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat 3, and
- (iii) City Centre I, as successor of LVCC, owns:
 - Lots 14 and 15, La Vista City Centre,
 - Lot 2, La Vista City Centre Replat 1, and
 - Lot 10, La Vista City Centre Replat 3 (lots described in subsections “i” through “iii” together are referred to herein as “City Centre Property”); and
- (iv) The City of La Vista owns:
 - Outlots A and B, La Vista City Centre,
 - Lot 2, La Vista City Centre Replat 2, and
 - Lot 7, La Vista City Centre Replat 3.

C. Redeveloper and CDA, pursuant to the Redevelopment Plan entered into a Redevelopment Agreement, dated November 29, 2016 and recorded with the Register of Deeds of Sarpy County, Nebraska on December 2, 2016 as Instrument No. 2016-31245 (the “Initial Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended by a First Amendment dated September 19, 2017, (the Initial Redevelopment Agreement as amended by the First Amendment together are referred herein to as the “Redevelopment Agreement”).

D. La Vista City Centre, LLC and City pursuant to the Redevelopment Plan entered into a Subdivision Agreement dated December 1, 2016 with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area (“Original Subdivision Agreement”), as amended by the First Amendment to Subdivision Agreement dated on or about _____ (“First Amendment”) (the Original Subdivision Agreement as amended by the First Amendment together are referred to herein as “Subdivision Agreement”).

E. The Mayor and City Council on or about March 3, 2020 adopted Amendment No. 2 to the Redevelopment Plan to provide further specification with respect to certain improvements of the Mixed Use Redevelopment Project and related TIF as proposed in supplements to the Redevelopment Application, and of the Public Improvement Redevelopment Project, including without limitation public improvements and indoor and outdoor event venue and anchor office building described in this Amendment (the

Redevelopment Plan, as previously amended, together with Amendment No. 2 are referred to herein as the “Amended Redevelopment Plan”), which Amended Redevelopment Plan as on file with the La Vista City Clerk is incorporated into this Amendment by reference and shall be binding on all Event Venue Property (defined infra) and on all City Centre Property, and all rights or interests therein, and on Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W, and each of them and their respective successors and assigns.

F. La Vista City Centre, LLC, One Percent, Mammoth, and City pursuant to the Amended Redevelopment Plan entered a Second Amendment to Subdivision Agreement dated on or about even date with this Amendment with respect to certain public improvements of the Public Improvement Redevelopment Project (the Subdivision Agreement as amended by the Second Amendment to Subdivision Agreement together are referred to herein as “Amended Subdivision Agreement”). City found and determined 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, recreational facilities, public right of way, and public off-street parking, for public purposes including the advancement of redevelopment within the 84th Street Redevelopment Area, eliminating and preventing recurrence of the substandard and blighted Area, promoting safe and uncongested traffic flows through, in and around Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to I-80 and other parts of the metropolitan area, and providing public amenities for use of the general public, which findings, CDA hereby ratifies, affirms, and approves. Provisions of the Amended Subdivision Agreement are incorporated herein by this reference and the parties shall be bound by them.

G. Redeveloper, One Percent, Mammoth, and CDA, pursuant to the Amended Redevelopment Plan, desire to enter this Second Amendment to Redevelopment Agreement to provide further specification with respect to such Improvements of Redeveloper and Event Venue Redeveloper pursuant to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as modified pursuant to this Amendment, including without limitation, the state of the art indoor and outdoor, best in market specialty performance event venue and related improvements by Event Venue Redeveloper on part of Lot 13, La Vista City Centre, and such other parcels as described in or determined in accordance with the Amended Subdivision Agreement (together such part of Lot 13 and parcels referred to as “Event Venue Property”), at a scale and operated in a manner to draw new performers to the market, an anchor Class A office building, preliminarily projected to have at least 90,000 square feet of leasable tenant office space, and related improvements by Redeveloper on Lot 1, La Vista City Centre Replat 3 (“Office Building”), and such other Improvements or matters approved by City. CDA, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that such improvements advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84th Street Redevelopment Area and City, expanding the array of entertainment and employment opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. Additionally, Redeveloper, One Percent, and Mammoth, together with Car Wash, City Centre I and E&W, desire to consent with respect to designation of such Area as an enhanced employment area pursuant

to Neb. Rev. Stat. Section 18-2101 et seq. The CDA determines that the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project, as amended pursuant to this Amendment or pursuant to the Second Amendment to Subdivision Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, CDA, City, and its residents.

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

1. Definitions. Unless otherwise specified in this Amendment or clearly indicated by the context, capitalized terms will have the meaning set forth in the Redevelopment Agreement.
2. Mixed Use Redevelopment Project. As part of the Mixed Use Redevelopment Project, the following shall be provided.
 - a. Event Venue. As part of Phase I Improvements, Event Venue Redeveloper, at its cost, will design, finance, fund, acquire, construct, equip, own, manage, operate, maintain, replace, and repair on property owned by the Event Venue Redeveloper within the Mixed Use Redevelopment Project Area, as such Area is modified by subsection 2c below, a state of the art indoor and outdoor, best in market specialty performance event venue and related improvements, at a scale and operated in a manner to draw new performers to the market and any Redeveloper Public Improvements (“Event Venue”). A preliminary site plan, rendering and/or description of the Event Venue are attached as Exhibit 2. Final layout, facilities, improvements, and features of such improvements will be set forth in final Plats, renderings, and site plans approved by the City in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City. The principal facilities, uses and purposes of the Event Venue shall not be materially changed, except as agreed by CDA.
 - b. Office Building. Redeveloper, at its cost, will design, finance, fund, acquire, construct, equip, own, manage, operate, maintain, replace, and repair on property owned by Redeveloper an anchor Class A Office Building preliminarily described or depicted in Exhibit 2, and any Redeveloper Public Improvements. Final layout, facilities, improvements, and features of such improvements will be set forth in final Plats, renderings, and site plans approved by the City in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City.
 - c. Mixed Use Redevelopment, Property, Project, and Area. The northern boundary of the Entire Redevelopment Property or Redevelopment Property under the Redevelopment Agreement is hereby extended and established as preliminarily described or depicted in Exhibit 2c, subject to any addition, subtraction, or modification as the City Administrator or City Engineer or any designee of the City Administrator or City Engineer

determines necessary or advisable; and the northern boundary of the Redevelopment Area and Mixed Use Redevelopment Project Area, as those terms are used in the Redevelopment Agreement, is extended and established accordingly. Additionally, the northern boundary of the Mixed Use Redevelopment Project Area specified in the Redevelopment Plan shall be extended as preliminarily described or depicted in Exhibit 2c, subject to any addition, subtraction, or modification as the City Administrator or City Engineer or any designee of the City Administrator or City Engineer determines necessary or advisable. Except as modified herein, the boundaries of such areas shall remain as originally approved in the Redevelopment Agreement or Redevelopment Plan in 2016.

d. Design and Timing. Design, schedules, timing, construction and completion of Improvements described in this Amendment will satisfy applicable requirements of the Redevelopment Agreement, Amended Subdivision Agreement, laws, or regulations, as amended from time to time.

e. Replats and Final Plans. A proposed replat in connection with improvements described in this Amendment is attached hereto as Exhibit 2e. Improvements described in this Amendment shall be subject to one or more Subsequent Replats as the City Engineer determines necessary or appropriate and approved by the City Council. Replats, final site plans and designs, boundaries, dimensions, components, and features in connection with the Event Venue, Office Building, or other improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the Redevelopment Agreement as amended by this Amendment, the Amended Subdivision Agreement, or applicable subdivision laws or regulations, as such Amendment, Redevelopment Agreement, Amended Subdivision Agreement, or subdivision laws or regulations might be amended from time to time. Improvements described in this Amendment or the Amended Subdivision Agreement shall be subject to closing on all real property conveyances in accordance with applicable laws, as Redeveloper, Event Venue Redeveloper, and City Engineer determine necessary or appropriate. Notwithstanding anything this Amendment to the contrary, replats, site plans and designs, boundaries, dimensions, components, and features of improvements are preliminarily described in this Amendment and shall be subject to adjustment and finalization as the City Engineer determines necessary or appropriate to carry out the Amended Redevelopment Plan.

f. Tax Increment Financing. Event Venue Redeveloper, in connection with the Event Venue, and Redeveloper, in connection with the Office Building, shall be authorized to utilize, and CDA shall be authorized to facilitate and participate in, TIF, Redevelopment Loans, and tax increment financing to finance or pay costs of site-specific TIF Eligible Expenses in connection with such Projects. TIF related amounts or projections in connection with the Amendment No. 1 to the Redevelopment Plan - 84th Street Redevelopment Area or Initial Redevelopment Agreement included the Office Building. Effects of the expanded Event Venue, in total, are estimated as follows: Total assessed valuation was approximately \$10,848,676 and ad valorem taxes were approximately \$241,062 for the 2016 tax year. Total assessed valuation upon completion of planned improvements including the expanded Event Venue is projected to be \$186,708,000 (representing an increase of approximately \$10,908,000), with an estimated \$4,314,194 in annual ad valorem taxes and \$4,073,132 in annual ad valorem taxes in

excess of ad valorem taxes on the redevelopment project valuation (representing an increase of approximately \$242,436) based on an estimated \$2.31 tax levy. Redeveloper and Event Venue Redeveloper propose one or more phases and supportable TIF loans to pay Eligible Expenses in connection with development and improvements described in this Section 2. The Maximum Redevelopment Loan Amount shall be increased to \$39,958,422 (representing an increase of approximately \$2,529,922), 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, as modified pursuant to this Amendment, including without limitation, Redevelopment Loan Amounts for Redevelopment Loans connected with Improvements described in this Amendment, subject to any potential subsequent increase and Adjusted Maximum Redevelopment Loan Amount in accordance with the Redevelopment Agreement or Amended Redevelopment Plan. The Maximum Redevelopment Loan Amount set forth in this subsection 2f shall supersede the Maximum Redevelopment Loan Amount set forth in the Initial Redevelopment Agreement or Redevelopment Plan. Any Aggregate Phase I Minimum shall be adjusted by CDA. Eligible Expenses shall include without limitation TIF issuance costs and fees of the CDA or City.

3. Taxes. CDA in prior actions including Resolution No. 16-084 and Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area (“Amendment No. 1”), found, determined, and designated such Area, which includes without limitation the Mixed Use Redevelopment Project Area and does not exceed 600 acres, as appropriate for one or more renewal projects, a community redevelopment area, and eligible for imposition of an occupation tax, to be carried out by the City in one or more actions or phases from time to time to specify enhanced employment area boundaries and levies therein, which findings, determinations, and designations CDA hereby ratifies, affirms and approves. CDA and City intend that ultimately each area of the 84th Street Redevelopment Area will be within boundaries of one or more designated enhanced employment areas, with the designations to occur in one or more phases or actions determined by the City in its sole discretion. An initial enhanced employment area as designated in the Second Amendment to Subdivision Agreement is approved (“84th Street Enhanced Employment Area 1”), which area includes without limitation the City Centre Property and Event Venue Property. Not in limitation of the foregoing, Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W, each with respect to all real property or interests that it now or hereafter directly or indirectly has or owns or shall have or own within such 84th Street Enhanced Employment Area 1, hereby consents and agrees to the designation of boundaries and to designation of 84th Street Enhanced Employment Area 1 as an enhanced employment area. The parties further consent and agree to the classifications of businesses, users of space, or kinds of transactions as reasonable and to the impositions and levies of general business occupation taxes within 84th Street Enhanced Employment Area 1 as set forth in the Second Amendment to Subdivision Agreement (“84th Street Enhanced Employment Area 1 GBOT” or “Area 1 GBOT”) for the purpose of paying all or any part of the costs and expenses of any redevelopment project as approved or modified from time to time within 84th Street Enhanced Employment Area 1, including without limitation, all costs and expenses of the City or CDA in connection with payment, funding, refunding, reimbursing,

financing, or refinancing of any costs or expenses previously, currently, or in the future incurred or paid by the City or CDA in connection with planning, designing, engineering, legal services, financing, capitalized interest, demolition, development, site acquisition, grading, preparation, utilities, relocations, improvements, construction, maintenance, operations, repairs, replacements, or any other works, expenditures, or undertakings with respect to the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended from time to time. Proceeds of any such taxes shall be pledged or used in such manner as specified or approved from time to time by the City Council or City Administrator, or its or her designee. Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W each agrees that (i) further notice or consent of any such party pursuant to Neb. Rev. Stat. section 18-2119(2) or otherwise shall not be required before or otherwise in connection with any action of the City or CDA to adopt, implement or carry out 84th Street Enhanced Employment Area 1, the Area 1 GBOT, or this Section 3, including without limitation, any action to designate the enhanced employment area or to adopt, implement, levy, collect, pledge, apply, or use proceeds of general business occupation taxes, and (ii) it shall not directly or indirectly challenge or contest, or support or encourage any other person or entity to challenge or contest, 84th Street Enhanced Employment Area 1, the Area 1 GBOT, or any such action of City or CDA. Approval of this Amendment by CDA and approval of the Second Amendment to Subdivision Agreement by City shall be deemed an agreement of CDA and City as to designation of 84th Street Enhanced Employment Area 1 and imposition and levy of the Area 1 GBOT therein, among the other matters set forth in the respective amendments.

City Council of City, in connection with approval of Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, determined that applicable requirements of Neb. Rev. Stat. Section 18-2116(2) were satisfied, which determination the parties hereby ratify, affirm, and approve in connection with this Amendment and designation of 84th Street Enhanced Employment Area 1, based on the following as Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W each represents and warrants to the CDA, effective as of the date of this Amendment through its recordation with the Sarpy County Register of Deeds:

- a. Together they hold fee title and all other interests of or to all real property within 84th Street Enhanced Employment Area 1, with the exception of utility easements of record, public right of way, or real property owned by the City of La Vista;
- b. New investment within such 84th Street Enhanced Employment Area 1 will result in at least twenty new employees and new investment of at least five million dollars, or otherwise satisfy applicable requirements of Neb. Rev. Stat. Section 18-2116(2); and
- c. Any business within the area described in subsection “a” above that has one hundred thirty-five thousand square feet or more and annual gross sales of ten million dollars or more shall provide an employer-provided health benefit of at least three thousand dollars annually to all new employees who are working thirty hours per week or more on average and have been employed at least six months.

Except to the limited extent expressly provided in the Initial Redevelopment Agreement with respect to tax increment financing, Redeveloper, One Percent, Mammoth, Car Wash,

City Centre I, and E&W each 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 84th Street Redevelopment Area or City taxes or revenues, including without limitation any general business or other occupation taxes, property taxes, or local option sales taxes. This Section 3 shall supersede and replace subsection 3.9.1 of the Initial Redevelopment Agreement in its entirety, and this Amendment shall be recorded, shall survive all closings, and shall be binding on all City Centre Property and Event Venue Property, and all rights or interests therein, and on Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W, and each of them and their respective successors and assigns.

4. Further Actions. The parties will cooperate in such conveyances, replats, and other actions with respect to real property, improvements, and matters described in this Amendment, on terms satisfactory to the parties involved in the conveyances and other actions, and satisfaction of the City with respect to any replats, and in accordance with applicable laws and regulations, with any conveyances of real property to be by equivalent exchanges or other sufficient consideration as agreed, subject to satisfaction of any applicable statutory procedures, conditions, or other requirements.

5. Other.
 - a. All provisions of the Redevelopment Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment, and the provisions of this Amendment supersede and control over any provisions of the Redevelopment Agreement that are contrary to or inconsistent with this Amendment. Except as modified by this Amendment, terms and conditions of the Redevelopment Agreement shall continue in effect. In the event of any inconsistencies between the terms of this Amendment and any terms of the Redevelopment Agreement, the terms of this Amendment shall govern and control.

 - b. “Lot” or “Lots” shall mean and refer to Lots 1 through 17 and Outlots A through C, La Vista City Centre, as originally platted, or as subsequently replatted pursuant to Replat 1, Replat 2, Replat 3, or any further replats from time to time approved by the City and recorded in Sarpy County.

 - c. Notwithstanding anything in this Amendment, Amended Redevelopment Plan or Amended Subdivision Agreement to the contrary, all improvements and all acquisitions and conveyances of all real property and interests therein as the CDA determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Plan or Amended Subdivision Agreement are authorized and approved, including, without limitation, acquisitions and conveyances of Additional Property for Public Improvements, Surplus Property, or other property or interests as determined or agreed by the City or CDA, subject to such surveys, requirements, consideration, and terms and conditions as the City or CDA determines necessary or advisable.

 - d. Phase I Improvements are deemed modified consistent with this Amendment.

e. All modifications, additions, and subtractions of and to the Mixed Use Redevelopment Project and corresponding redevelopment plan for the Mixed Use Redevelopment Project Area, and contemplating and including all actions and participation of the City or CDA as provided herein or subsequently determined by the City or CDA necessary or appropriate to carry out the project or plan, to the fullest extent permitted by applicable law, are hereby made, authorized and approved. Not in limitation of the foregoing, CDA and City, for itself or on behalf of the other, each shall be authorized to take any action as necessary or appropriate for the Mixed Use Redevelopment Project, including without limitation, any Demolition and Site Preparation or funding within the Mixed Use Redevelopment Project Area. Any easements granted by any party under or pursuant to the Redevelopment Agreement or Original Subdivision Agreement shall be deemed modified, amended, and extended to include such easements with respect to such property within the Mixed Use Redevelopment Project Area or Public Improvement Redevelopment Project Area as the parties determine necessary to carry out this Amendment, the Amended Subdivision Agreement, Amended Subdivision Agreement, or Amended Redevelopment Plan.

f. Boundaries of the Mixed Use Redevelopment Project Area. Boundaries of the Mixed Use Redevelopment Project Area are modified to incorporate additional areas in connection with Improvements described in this Amendment. As modified, boundaries of the Mixed Use Redevelopment Project Area are depicted in Exhibit 2(c), and shall include such other areas in the vicinity that the City Engineer or his designee determines necessary or appropriate for such improvements.

g. Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Mixed Use Redevelopment Project Area are provided in the Redevelopment Plan, the parts of which that are involved in the Event Venue, Office Building, and other improvements pursuant to this Amendment are set forth in Exhibit 5(g) and generally include areas recently cleared of obsolete and deteriorating improvements pursuant to Amendment No. 1 in the vicinity of northern areas of the former Brentwood Crossing shopping center and southern portions of the former City golf course to be exchanged in consideration for parcels needed for public improvements, which portions shall be part of the Mixed Use Redevelopment Project Area and used for the Mixed Use Redevelopment Project.

h. Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Mixed Use Redevelopment Project Area after redevelopment is contained in the Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Mixed Use Redevelopment Project Area involved in this Amendment is provided in Exhibit 5(h). The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of mixed use redevelopment project, as modified by this Amendment, and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions,

or changes from time to time, shall be as approved by the City or CDA or its designee.

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

j. Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the Redevelopment Plan. Proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes in connection with the Event Venue, Office Building, or this Amendment are preliminarily projected to include the changes described or depicted in Exhibit 5(j). Except as may be provided elsewhere in this Amendment, the Amended Redevelopment Plan, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time to building codes or ordinances or planning. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out this Amendment and parts of the projects approved herein, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection (j), or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

k. Site Plan of Mixed Use Redevelopment Project Area. A preliminary site plan of the Mixed Use Redevelopment Project Area is contained in the Redevelopment Plan. A preliminary site plan including parts of the Mixed Use Redevelopment Project Area involved in this Amendment is contained in Exhibit 2. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

l. Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Mixed Use Redevelopment Project Area after redevelopment are preliminarily projected in the Redevelopment Plan. The kind and number of additional public facilities or utilities which will be required to support the new land uses in parts of the Mixed Use Redevelopment Project Area involved in this Amendment after redevelopment are preliminarily projected to include facilities and utilities described or depicted in Exhibit 5(l). The final public facilities or utilities will be subject any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

m. Building requirements. Except as otherwise provided by agreement of the

CDA and Redeveloper in accordance with this Amendment or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.

n. Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the Amended Subdivision Agreement, or Amended Redevelopment Plan, zoning of the Property is consistent with the Future Zoning Map and accommodates the Mixed Use Redevelopment Project, as modified by this Amendment, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map, subject to adoption of an amendment incorporating Redevelopment Plan Amendment No. 2.

o. Certifications. Event Venue Redeveloper, Redeveloper, Car Wash, City Centre I, and E&W each hereby certifies the following to the CDA:

i. It has not filed and does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located within the redevelopment project area;

ii. No such application includes or will include, as one of the tax incentives, a refund of the city's local option sales tax revenue; and

iii. No such application has been approved under the Nebraska Advantage Act.

p. Document Retention. Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W consent to the Amended Redevelopment Plan and each shall retain copies of all supporting documents that are associated with the Amended Redevelopment Plan or Mixed Use Redevelopment Project and that are received or generated by it for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the City of La Vista as needed to comply with the City's retention requirements under Neb. Rev. Stat. section [18-2117.04](#). For purposes of this subsection, supporting document includes any cost-benefit analysis conducted pursuant to Neb. Rev. Stat. section [18-2113](#) and any invoice, receipt, claim, or contract received or generated by the Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, or E&W, as the case may be, that provides support for receipts or payments associated with the division of taxes.

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

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

which shall include the acquisition, financing and construction by Event Venue Redeveloper and Redeveloper of the improvements described herein.

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

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

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

u. Improvements described in this Amendment shall be in addition to other improvements described in the Redevelopment Agreement.

v. This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on:

- (1) Grant of \$3.0 million or such other amount determined by the City, awarded and distributed under the City's Economic Development Program in such form and on such terms and conditions as approved by the City, to or for the benefit of Event Venue Redeveloper or any related entity for the Event Venue, subject to compliance with any applicable procedural or other requirements and a perpetual right of City or its designee to use Event Venue each calendar year on days that events are not previously scheduled for events of Event Venue Redeveloper, for a total of not less than ten days per year, fully staffed by Event Venue Redeveloper and at no cost or expense to City or its designee, except actual costs of entertainment and labor, and no markup or profit. If ticket services are used for such events, Event Venue Redeveloper will provide ticket services at no cost or additional charge to City, its designee, or attendees. Such right of use by the City or its designee will be subject to any additional requirements specified in connection with the grant or as agreed in writing by the City and Event Venue Redeveloper. Designated representatives of Event Venue Redeveloper and City, no later than thirty days after this Amendment is executed, will develop a process for identifying and reserving dates of use each year pursuant to this subsection that is satisfactory to such representatives, which process will be subject to revision from time to time as the representatives mutually agree; and
- (2) Satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.

w. Notwithstanding anything this Amendment to the contrary:

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

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

y. This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other person or entity gaining or claiming any interest or lien within the Mixed Use Redevelopment Project Area or Public Improvement Redevelopment Project Area, including without limitation City Centre Property and Event Venue Property, as either Area shall be modified pursuant to this Amendment, the Amended Subdivision Agreement, Amended Redevelopment Plan, or otherwise from time to time. Immediately after this Amendment is executed, Redeveloper shall record it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, or E&W, or by any affiliated person or entity, within the Mixed Use Redevelopment Project Area or Public Improvement Redevelopment Project Area, as modified pursuant to this Amendment or the Amended Subdivision Agreement, including without limitation City Centre Property and Event Venue Property.

z. Recitals at the beginning of this Amendment and all documents, instruments, and Exhibits referenced in this Amendment are incorporated into this Amendment by reference.

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

bb. Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W each consents and agrees to, and agrees to be bound by, this Amendment and the Redevelopment Agreement as modified by this Amendment, as well as the Amended Redevelopment Plan and the Amended Subdivision Agreement.

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

dd. Redeveloper, One Percent, Mammoth and any entities formed in connection with the Event Venue shall be jointly and severally liable with respect to obligations, requirements, and performance applicable to Event Venue or Event Venue Redeveloper.

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

ff. Authorized Representative - Event Venue Redeveloper. The authorized representative and address of Event Venue Redeveloper for purposes of notice shall be Redeveloper at the address specified in the Redevelopment Agreement.

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

hh. Improvements described in this Amendment or in the Second Amendment to Subdivision Agreement shall be additional and supplemental and shall not reduce, restrict, or limit other improvements prescribed within the Mixed Use Redevelopment Project Area or the Public Improvement Redevelopment Project Area.

**[Remainder of Page Intentionally Left Blank.
Signature Pages to Follow.]**

LA VISTA COMMUNITY DEVELOPMENT AGENCY:

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, City Clerk, CMC

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this ___ day of _____, _____, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista and authorized to act on behalf of the La Vista Community Development Agency, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the Agency to be their voluntary act and deed and the voluntary act and deed of said Agency.

[Seal]

Notary Public

LA VISTA CAR WASH LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____day of _____, _____ by Christopher L. Erickson, Manager of La Vista Car Wash LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

CITY CENTRE I, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____day of _____, _____ by Christopher L. Erickson, Manager of City Centre I, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

TENANT/SECURED PARTY CONSENT

The undersigned, as the holder of a tenant interest or lien ("Tenant/Security Interest") on property within the Mixed Use Redevelopment Project Area, as modified pursuant to the Second Amendment to Redevelopment Agreement above, ("Leased/Secured Property"), for itself and for all of its successors and assigns, hereby consents and agrees to the Second Amendment to Redevelopment Agreement above and execution thereof by the parties, and further consents and agrees that the Tenant/Security Interest and Leased/Secured Property shall be subject to such Second Amendment to Redevelopment Agreement.

Dated this _____ day of _____, _____.

_____, a _____

By _____

Its _____

STATE OF _____)

)ss.

COUNTY OF _____)

The foregoing Tenant/Secured Party Consent was acknowledged before me this ____ day of _____, _____ by _____, _____ of _____, a _____, on behalf of said _____.

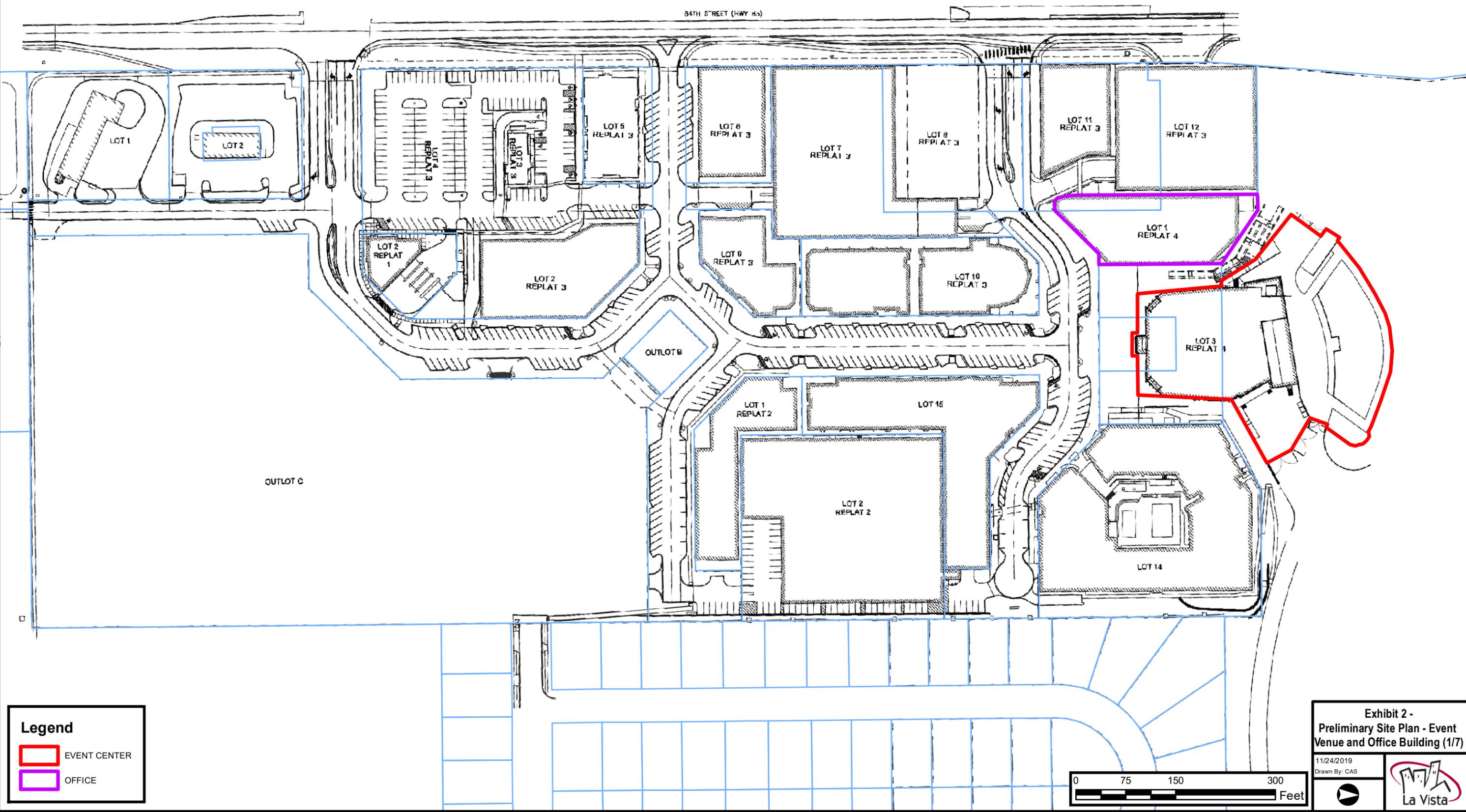
Notary Public

Mixed Use Redevelopment Project

Event Venue

Exhibit 2

34TH STREET (HWY 83)



Legend

- EVENT CENTER
- OFFICE

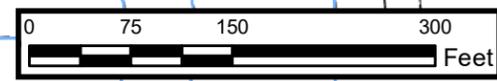


Exhibit 2 - Preliminary Site Plan - Event Venue and Office Building (1/7)

11/24/2019
Drawn By: CAS

Mixed Use Redevelopment Project

Event Venue

Additional Description

The Event Venue at a minimum shall have dimensions and features as described below, and an indoor capacity of approximately 2,400 persons and outdoor capacity of approximately 5,000 persons.

The Event Venue shall be available for use of the City or its designee for various City events. More specifically:

1. The City or its designee in perpetuity will have the option each calendar year, to use the Event Venue and related parking on days when other events are not previously scheduled for events of the Event Venue Redeveloper, for a total of not less than (10) days each year (together “City Events”). Use of the Event Venue for City Events will be provided fully staffed by the Event Venue Redeveloper and at no cost or expense to the City or its designee, except for actual costs of entertainment and labor, with no markup or profit; and
2. If tickets are used for City Events, Event Venue Redeveloper would provide ticket services, including ticket orders, sales, issuance, processing, and customer service, at no cost or additional charge to the City, its designee, or attendees.

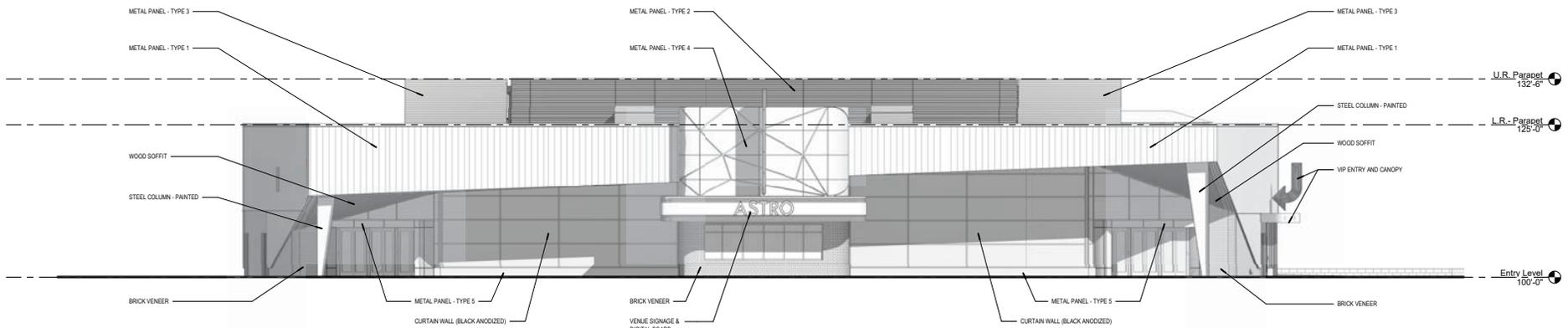
Any acoustics or other issues of outdoor events at the Event Venue will be addressed in a conditional use permit, if required, or other manner satisfactory to the City of La Vista. Operating parameters for outdoor events will be established by the City, including without limitation the number of events, times, and decibel levels permitted. For example, the following ending times are preliminarily proposed for outdoor events:

- a. Sunday through Thursday Nights: Ending all amplified sound by 10:30 pm.
- b. Friday and Saturday Nights: Ending all amplified sound by 11pm.

Exhibit 2



SOUTH ELEVATION - COLORED

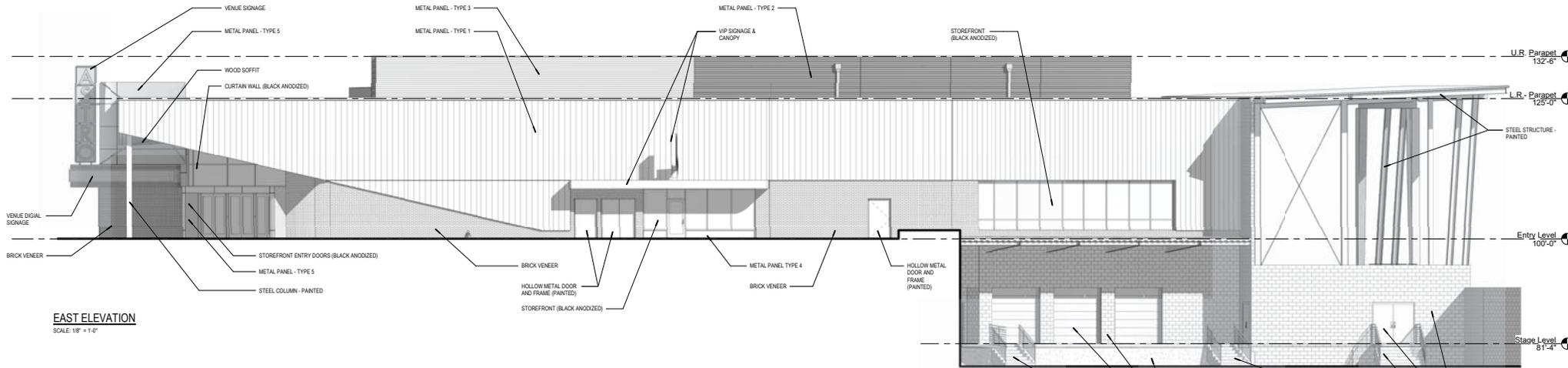


SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 INSULATED METAL PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x8x16) INTERGRAL COLOR: WOOD
	METAL PANEL TYPE 1 7'-0" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x8x16) & VENEER (8x4x16) INTERGRAL COLOR: PEWTER



EAST ELEVATION - COLORED

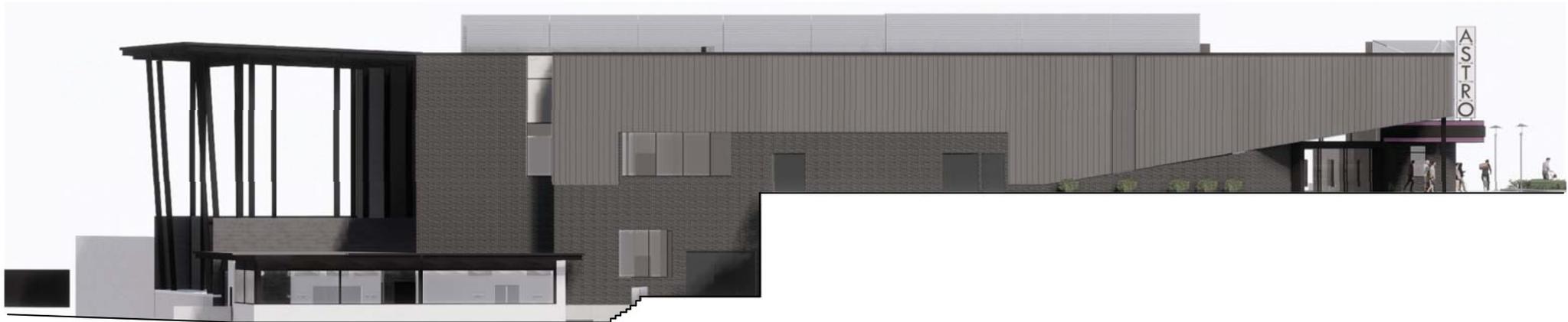


EAST ELEVATION
SCALE: 1/8" = 1'-0"

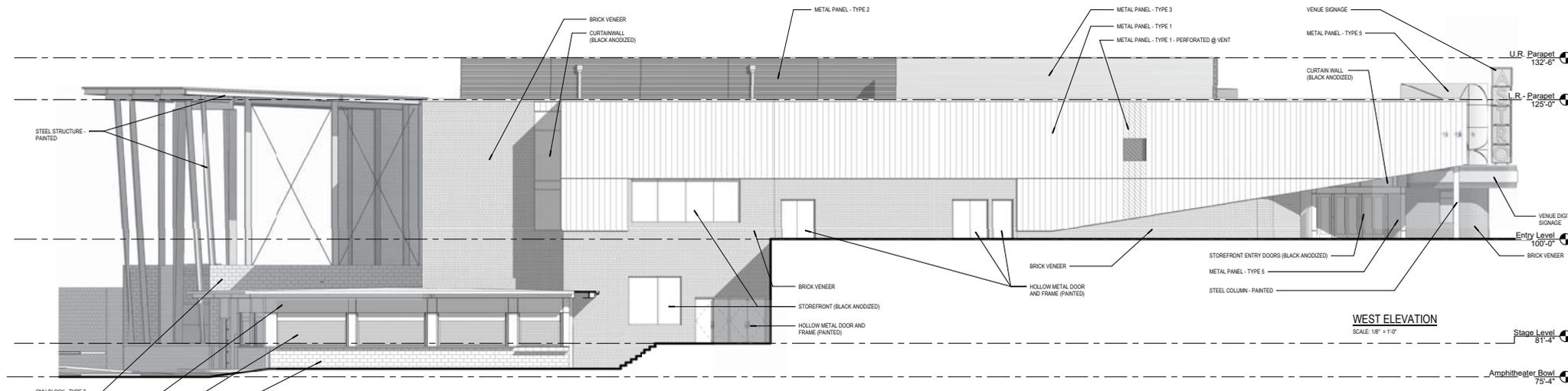
	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x8x16) INTERGAL COLOR: WOOL
	METAL PANEL - TYPE 1 1/2" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x8x16) & VENIER (8x4x16) INTERGAL COLOR: PEWTER

ASTRO THEATER

Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019



WEST ELEVATION - COLORED



WEST ELEVATION
SCALE: 1/8" = 1'-0"

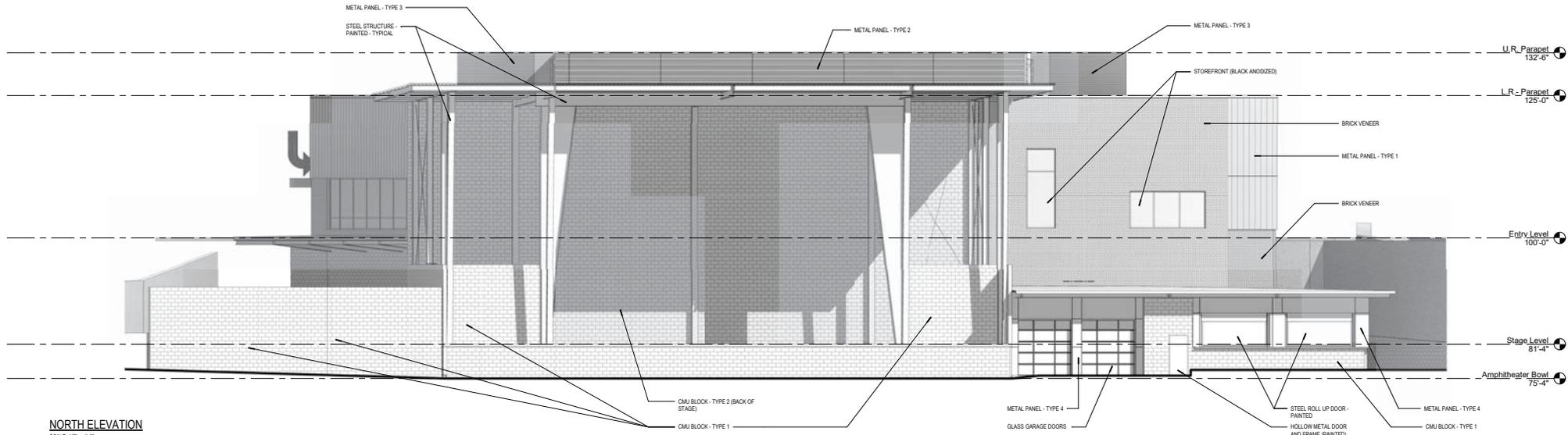
- STEEL STRUCTURE - PAINTED
- CMU BLOCK - TYPE 2
- METAL PANEL - TYPE 4
- STEEL ROLL UP DOOR - PAINTED
- CMU BLOCK - TYPE 1

	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x16) INTERNAL COLOR: WOOL
	METAL PANEL TYPE 1 1 1/2" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x16) & VENEER (8x16) INTERNAL COLOR: PEWTER

ASTRO THEATER
Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019



NORTH ELEVATION - COLORED



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x16) INTERNAL COLOR: WOOL
	METAL PANEL - TYPE 1 1" O" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x16) A VENEER (8x4x16) INTERNAL COLOR: PEWTER

ASTRO THEATER

Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019

Exhibit 2 (6/7)



ASTRO THEATER
Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019

Office Building Site

Exhibit 2



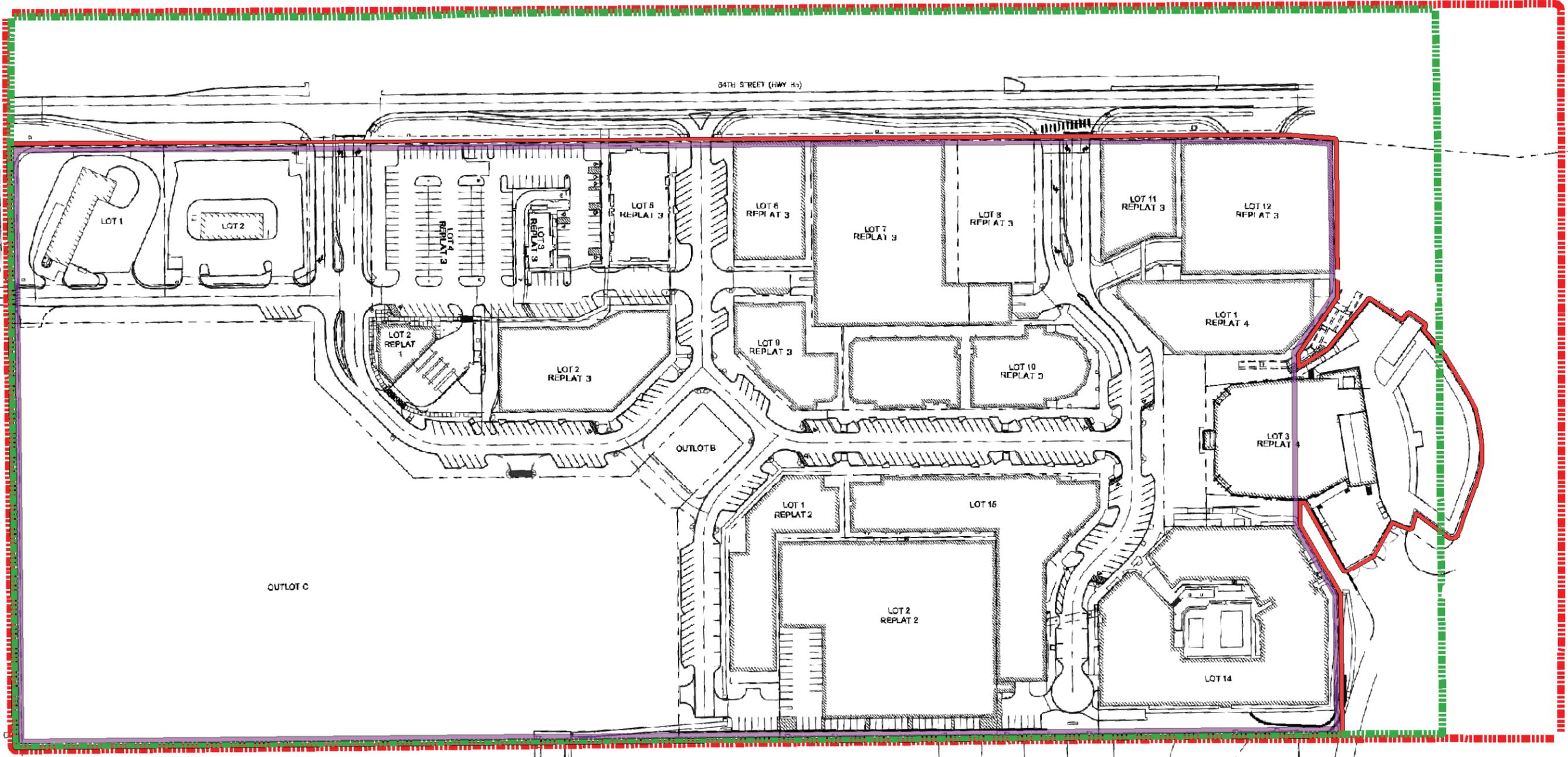
Exhibit 2
Office Building Rendering
(7/7)



Mixed Use Redevelopment Project Area Boundaries, as Adjusted Pursuant to Second Amendment to Redevelopment Agreement

Adjusted boundaries of the Mixed Use Redevelopment Project Area pursuant to this Amendment No. 2 are preliminarily described below, provided, however, final boundaries shall be determined by survey and final design of such Event Venue, Office Building, and Transition Area Public Improvements, and adjusted and finalized as the City Engineer determines in his discretion necessary or appropriate to carry out the Amended Redevelopment Plan.

34TH STREET (HWY 45)



OUTLOT C

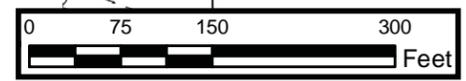
OUTLOT B

Legend

-  Entire Redevelopment Property - 2016 Redevelopment Agreement
-  Mixed Use Redevelopment Project Area - 2016 Redevelopment Plan Amendment No. 1
-  Entire Redevelopment Property - 2nd Amendment Redevelopment Agreement
-  Mixed Use Redevelopment Project Area - 2nd Amendment Redevelopment Agreement & Plan

Exhibit 2c -
Mixed Use Redevelopment,
Property, Project, and/or Area

12/3/2019
Drawn By: CAS

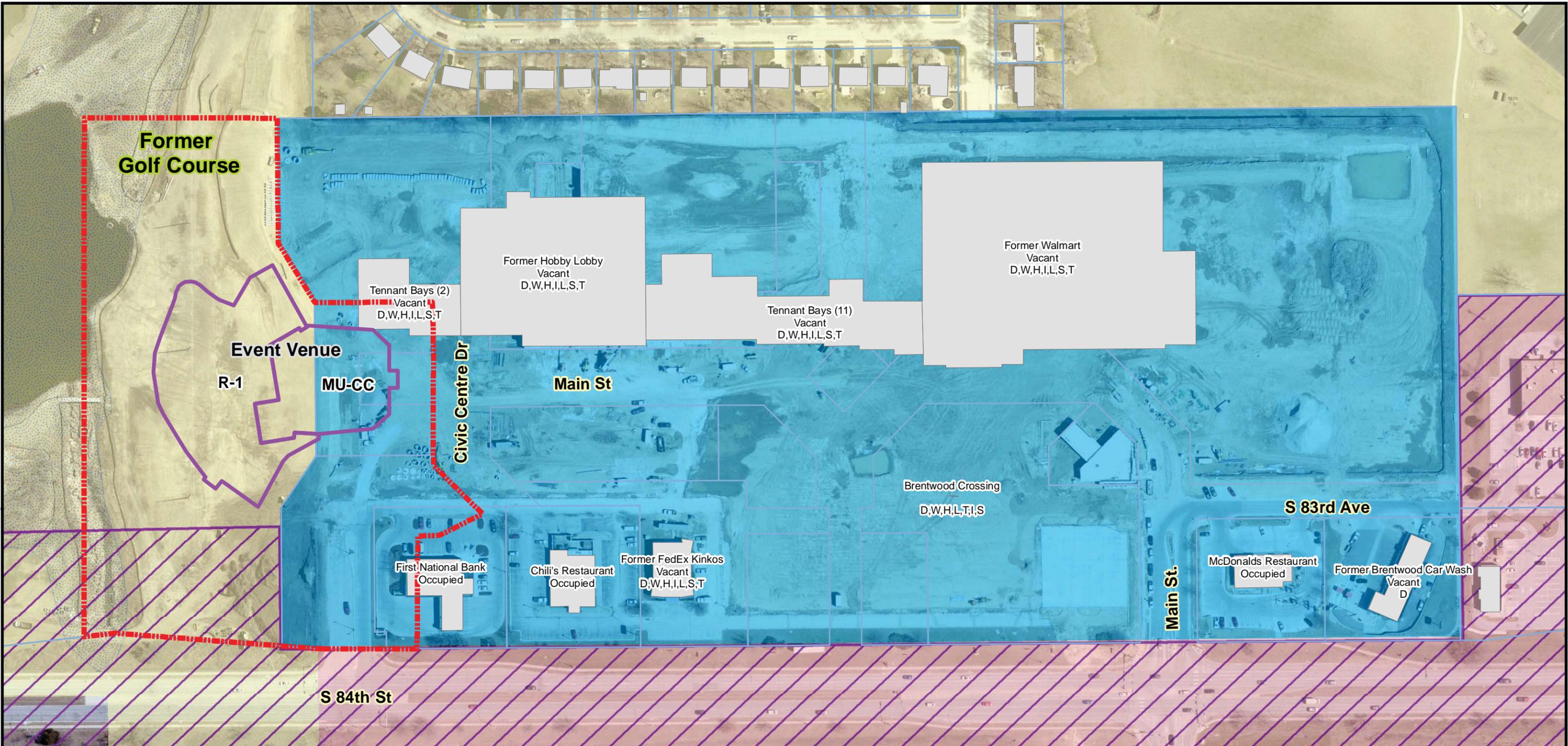
Proposed Replat

Exhibit 2e

Map Showing Existing Conditions and Uses

**Map Showing Existing Conditions and Uses of Parts of Mixed Use Redevelopment Project
Area Involved in Event Venue, Office Building and Other Improvements Pursuant to
Second Amendment to Redevelopment Agreement**

Exhibit 5(g)



D: Dilapidated, dilapidating, deteriorated, deteriorating, outdated, and/or obsolete buildings, structures, or improvements
 W: Danger to life or property by fire/other causes, and/or detrimental to public health, safety, morals or welfare
 H: Conducive to ill health or crime
 L: Defective or inadequate street or lot layout, and/or faulty lot layout in relation to size, adequacy, accessibility or usefulness
 T: Defective or unusual conditions of title, and/or diversity of ownership
 I: Insanitary or unsafe conditions, or inadequate provision for ventilation, light, air, sanitation or open space
 S: Improper subdivision, obsolete platting, and/or other substandard or blighted conditions

Zoning

- C-1 Shopping Center Commercial
- MU-CC Mixed Use City Centre
- R-1 Single-Family – Residential
- Gateway Corridor

* Specified zoning subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

NOTE: Existing Conditions and uses as of August 2, 2016 prior to approval of Redevelopment Plan Amendment No. 1, Redevelopment Agreement, and other documents and commencement of redevelopment, demolition, clearing, site preparation, and construction.

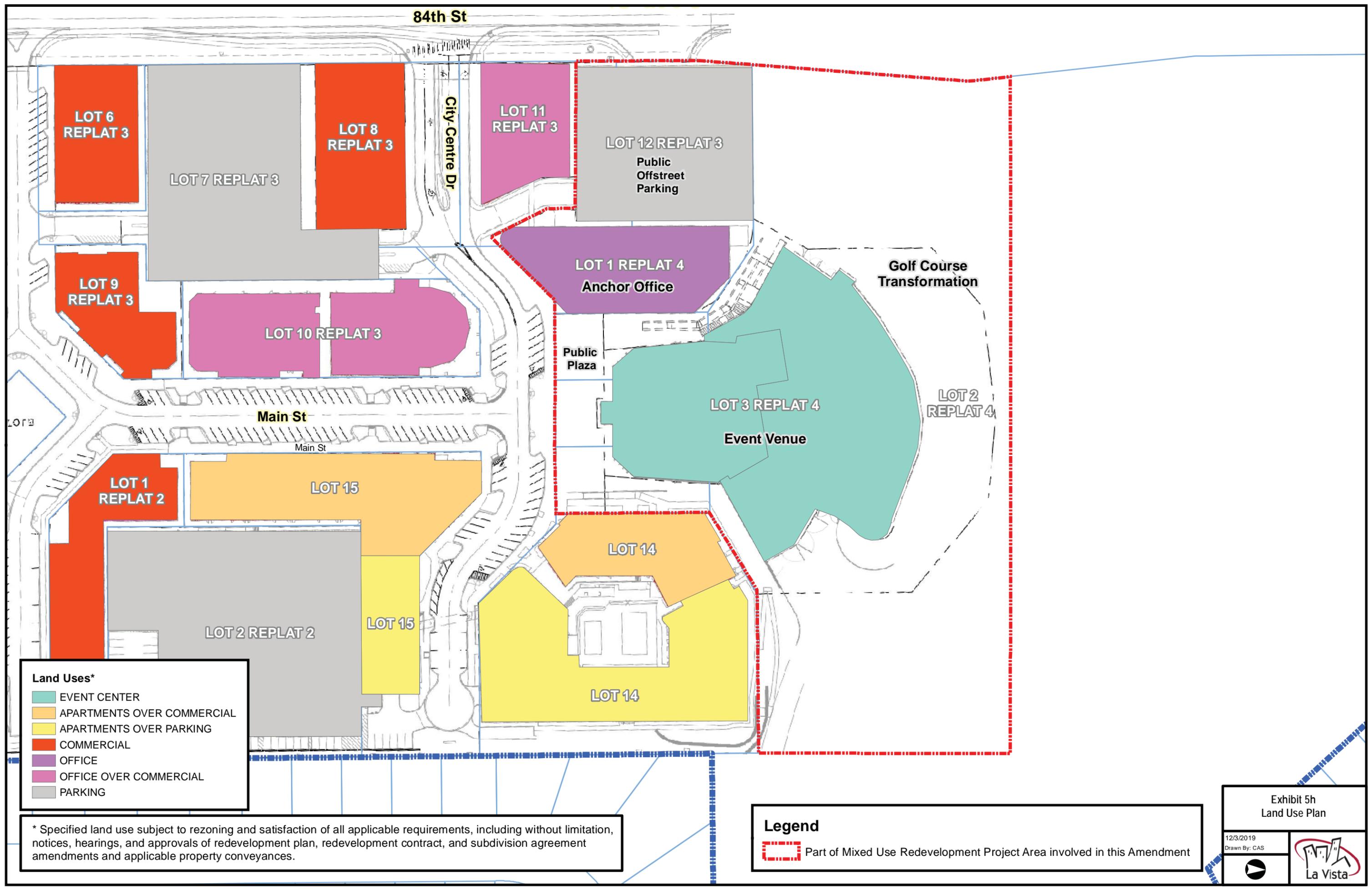
Second Amendment to Redevelopment Agreement - Subject Area

Exhibit 5g
Existing Conditions
and Uses

11/27/2019
Drawn By: CAS

Land-Use Plan Showing Proposed Uses of the Area
Preliminary Land-Use Plan Showing Proposed Uses of Parts of Mixed Use Redevelopment
Project Area Involved in Second Amendment to Redevelopment Agreement

Exhibit 5(h)



Land Uses*

TEAL	EVENT CENTER
ORANGE	APARTMENTS OVER COMMERCIAL
YELLOW	APARTMENTS OVER PARKING
RED	COMMERCIAL
PURPLE	OFFICE
PINK	OFFICE OVER COMMERCIAL
GREY	PARKING

* Specified land use subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

Legend

 Part of Mixed Use Redevelopment Project Area involved in this Amendment

Exhibit 5h
Land Use Plan

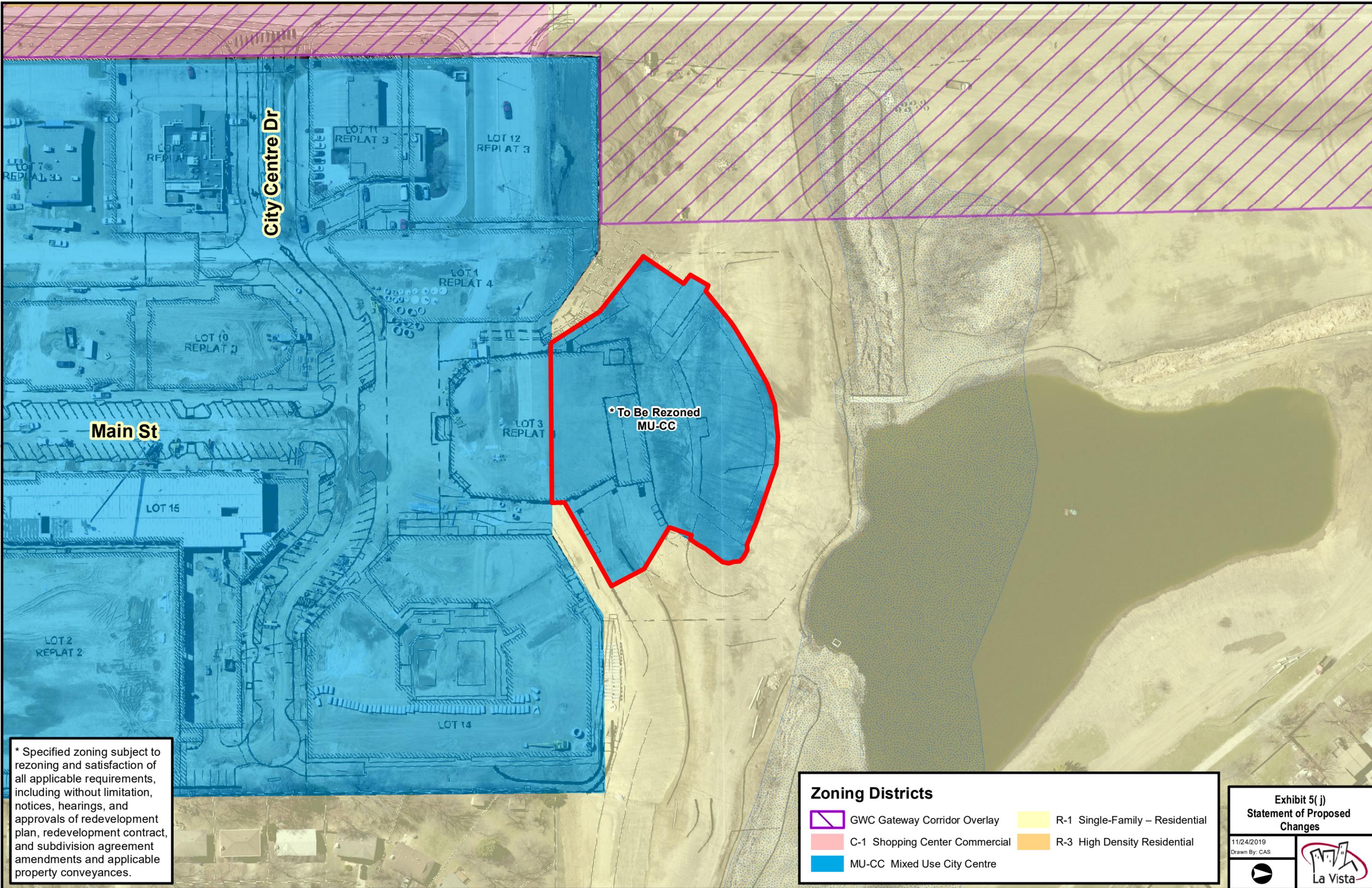
12/3/2019
Drawn By: CAS

 La Vista

Statement of Proposed Changes in Zoning, Streets, or Building Codes

**Preliminary Statement of Proposed Changes in Zoning Ordinances or Maps, Street
Layouts, Street Levels or Grades, Building Codes or Ordinances, or Planning Changes in
Connection with Event Venue, Office Building or Second Amendment to Redevelopment
Agreement**

Exhibit 5(j)



* Specified zoning subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

Zoning Districts

 GWC Gateway Corridor Overlay	 R-1 Single-Family – Residential
 C-1 Shopping Center Commercial	 R-3 High Density Residential
 MU-CC Mixed Use City Centre	

Exhibit 5(j)
Statement of Proposed Changes

11/24/2019
Drawn By: CAS



Site Plan of Mixed Use Redevelopment Project Area
Preliminary Site Plan Including Parts of the Mixed Use Redevelopment Project Area
Involved in Second Amendment to Redevelopment Agreement

See Exhibit 2 for Preliminary Site Plan

Exhibit 5(k)

Statement of Additional Public Facilities or Utilities

Preliminary Statement of Kind and Number of Additional Public Facilities or Utilities Required to Support New Land Uses in Parts of the Mixed Use Redevelopment Project Area Involved in Second Amendment to Redevelopment Agreement After Redevelopment

The kind and number of additional public facilities or utilities required to support new land uses in parts of the Mixed Use Redevelopment Project Area involved in this Amendment after redevelopment, in addition to Redeveloper Public Improvements or any other facilities or improvements within such Area as described or depicted in the Amended Subdivision Agreement, are preliminarily projected to include without limitation:

- Public street, emergency vehicle, and right of way construction and improvements, including sidewalks, on-street or other public parking, lighting and signage within the Mixed Use Redevelopment Project Area;
- Public pedestrian ways, stairs, and ramps;
- Public plazas, shelters, and recreational, restroom, concession, and other public areas, facilities, or improvements;
- Public utilities work or projects, including without limitation, sanitary sewer relocation, sanitary or storm sewer improvements, along with water, power, gas, data, and communication facilities within the Mixed Use Redevelopment Project Area, as the City Engineer determines necessary or appropriate;
- Public streetscape improvements, landscaping improvements, façade enhancements, retaining walls or other retention structures; and
- Construction of public parking lots, facilities, or other structures.

Exhibit 5(l)

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
DIRECTING CONVEYANCE — PART OF TAX LOT 12 14-14-12 AND PART OF OUTLOT A LA VISTA CITY CENTRE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

An ordinance has been prepared directing the conveyance of part of Tax Lot 12 14-14-12 and Part of Outlot A La Vista City Centre and manner and terms thereof.

FISCAL IMPACT

Consideration is anticipated to be primarily receipt by the City of real property required for public improvements.

RECOMMENDATION

Approval.

BACKGROUND

An ordinance has been prepared directing the conveyance of part of Tax Lot 12 14-14-12 and Part of Outlot A La Vista City Centre as described in the Ordinance and shown on Exhibit A. Consideration is anticipated to be primarily receipt by the City of real property required for public improvements.

ORDINANCE NO.

AN ORDINANCE DIRECTING CONVEYANCE OF REAL ESTATE, A PORTION OF TAX LOT 12 14-14-12 AND A PORTION OF OUTLOT A, LA VISTA CITY CENTRE, AND THE MANNER AND TERMS THEREOF; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AUTHORIZATION OF FURTHER ACTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

Section 1. Findings and Determinations. The Mayor and City Council hereby make and approve the following findings and determinations as necessary, proper, expedient, and in the best interests and general welfare of the City and its residents:

1. The Mayor and City Council by separate action found, determined, and declared the following property owned by the City ("Surplus Property") as surplus property and not needed for any municipal purpose or use of the City, to be held, transferred, and/or conveyed in whole or in part as the Mayor and City Council determines necessary or appropriate in their sole discretion:

"Parcel 1" (Portion of Tax Lot 12 14-14-12)

A PORTION OF TAX LOT 12 14-14-12, TO BE REPLATTED AS PART OF LOT 3, LA VISTA CITY CENTRE REPLAT FOUR, IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON THE EAST LINE OF SAID LOT 3 FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) ON AN ASSUMED BEARING OF N02°37'08"E, 115.96 FEET; (2) N02°22'52"W, 11.16 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID NORTH LINE OF THE SOUTHWEST QUARTER, S87°27'44"W, 179.76 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE ON THE WEST LINE OF LOT 3 FOR THE FOLLOWING TWENTY-FOUR (24) DESCRIBED COURSES: (1) N32°51'32"W, 41.46 FEET; (2) N39°33'31"W, 21.75 FEET; (3) N63°16'46"W, 82.92 FEET; (4) N33°37'10"E, 69.90 FEET; (5) N56°22'50"W, 15.21 FEET; (6) N33°37'10"E, 24.00 FEET; (7) S56°22'50"E, 6.31; (8) N49°10'45"E, 51.76 FEET; (9) N56°32'55"E, 66.27 FEET; (10) N61°02'30"E, 12.09 FEET; (11) N68°31'09"E, 11.30 FEET; (12) N77°58'40"E, 43.66 FEET; (13) S87°06'38"E, 29.01 FEET; (14) S79°32'17"E, 11.88 FEET; (15) S71°56'29"E, 86.35 FEET; (16) N18°03'31"E, 1.69 FEET; (17) S71°56'29"E, 10.91 FEET TO A POINT OF CURVATURE; (18) ON A 20.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 36.85 FEET (LONG CHORD BEARS S19°09'41"E, 31.85 FEET); (19) S33°37'06"W, 41.61 FEET; (20) S18°13'25"W, 26.66 FEET; (21) S61°22'02"E, 50.32 FEET; (22) S31°23'44"E, 41.87 FEET; (23) S58°36'05"W, 108.01 FEET; (24) S02°22'52"E, 15.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 67,995.01 SQUARE FEET OR 1.561 ACRES, MORE OR LESS; and

"Parcel 2" (Portion of Outlot A, La Vista City Centre)

A PORTION OF OUTLOT A, LA VISTA CITY CENTRE, TO BE REPLATTED AS PART OF LOT 3, LA VISTA CITY CENTRE REPLAT FOUR, IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON THE SOUTH LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF S87°37'07"W, 35.08 FEET; THENCE N02°22'53"W, 56.05 FEET; THENCE S87°37'07"W, 80.00 FEET; THENCE S02°22'53"E, 56.05 FEET TO A POINT ON

SAID SOUTH LINE OF LOT 3; THENCE ON SAID SOUTH LINE OF LOT 3 S87°37'07"W, 35.76 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOT 3 FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N07°22'52"W, 123.61 FEET; (2) S87°37'08"W, 6.25 FEET; (3) N32°51'32"W, 3.53 FEET; THENCE N87°27'28"E, 179.76 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE ON SAID EAST LINE OF LOT 3 FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) S02°22'52"E, 11.17 FEET; (2) S02°37'08"W, 115.96 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 16,003.10 SQUARE FEET OR 0.367 ACRES, MORE OR LESS;

which findings, determinations, and declarations are hereby ratified, affirmed, and approved. La Vista City Centre Replat Four, as approved and on file with the La Vista City Clerk, is attached as Exhibit A and incorporated herein by this reference, which Exhibit includes a general depiction of the part of Lot 3, La Vista City Centre Replat Four constituting Parcel 1, and a general depiction of the part of Lot 3, La Vista City Centre Replat Four constituting Parcel 2.

2. The City desires to construct additional public improvements for which additional real property is needed ("Property Needed for Public Improvements").
3. The City desires to transfer and convey the Surplus Property in consideration and exchange for Property Needed for Public Improvements.

Section 2. Directing Conveyance. It is hereby declared necessary, expedient, proper and for the public good for the City, upon payment or provision of applicable consideration, to sell and convey the Surplus Property in exchange for Property Needed for Public Improvements and according to the following manner and terms of conveyance ("Manner and Terms of Conveyance")

Manner of Sale: Deed or other appropriate instrument of conveyance from City.

Terms of Sale:

- 1) Property Description: See Section 1 above.
- 2) Consideration to be paid or provided to City: Consideration is anticipated to be receipt by the City of equivalent real property in exchange for public uses to the south, the location and boundaries of which to be determined by survey and subject to approval of the City Administrator; or such other appropriate equivalent consideration as approved by the City Administrator.
- 3) Method of Payment: Delivery and exchange of deeds or other appropriate instruments of conveyance or equivalent consideration at closing.
- 4) Closing Date: As the parties agree.
- 5) Purchaser: City Centre Music Venue, LLC or its assignee,

in addition to any other provisions of this Ordinance, which sale, conveyance and Manner and Terms of Conveyance are hereby found and deemed to be in the best interests of the City. It is hereby directed that the Surplus Property be conveyed according to the Manner and Terms of Conveyance. Provided, however, notwithstanding anything in this Ordinance to the contrary, the direction, sale, conveyance, and use of the Surplus Property by the grantee or the grantee's successors or assigns pursuant to this Ordinance shall be subject to any required relocation or consent of the owner of any utilities using the Surplus Property, and adoption and satisfaction of all amendments and conditions of the La Vista Redevelopment Plan for the 84th Street Redevelopment Area, Comprehensive Development Plan, and any applicable redevelopment contract, subdivision agreement, or other documents, agreements, or instruments now or hereafter adopted, amended, governing or otherwise relating to redevelopment or use of the Surplus Property, in form and content satisfactory to the City Administrator, and satisfaction of any other applicable requirements of the Community Development Law or other applicable laws.

Section 3. Repeal of Conflicting Ordinances. Any ordinances or parts of ordinances as previously enacted that are in conflict with this Ordinance or parts of this Ordinance are hereby repealed to the extent necessary to eliminate such conflict.

Section 4. Further Actions. The Mayor, City Administrator, City Clerk, or such other persons as the City Administrator may designate, each shall have full power and authority

to take all actions as necessary or appropriate to carry out this Ordinance and the sale and conveyance of the Surplus Property, including without limitation, publishing any notice required by Neb. Rev. Stat. Section 16-202 and executing and delivering all deeds or other instruments or documents on behalf of the City in form and content he or she determines satisfactory.

Section 5. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in accordance with applicable law.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
LA VISTA CITY CENTRE REPLAT 4 FINAL PLAT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT

SYNOPSIS

A resolution has been prepared for Council to consider a final plat for three lots for proposed event venue, anchor office building, and public facilities, and the dedication of associated right-of-way in La Vista City Centre. Approval would be subject to satisfaction of all applicable requirements, including notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

FISCAL IMPACT

None.

RECOMMENDATION

Approval, subject to satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

BACKGROUND

A final plat application has been submitted by La Vista City Centre, LLC for approximately 4.635 acres currently described as Lots 13 and Outlot A, La Vista City Centre, Lot 1 La Vista City Centre Replat Three, and part of Tax Lot 12 14-14-12. The purpose of the request is to replat the property into three lots for proposed event venue, anchor office building, and public facilities, with associated right-of-way. A detailed staff report is attached.

The Planning Commission held a meeting on February 20, 2020 and unanimously voted to recommended approval of the final plat subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR A REPLAT OF LOTS 13 AND OUTLOT A, LA VISTA CITY CENTRE, AND LOT 1, LA VISTA CITY CENTRE REPLAT THREE SUBDIVISIONS, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, TOGETHER WITH 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., CITY OF LA VISTA, SARPY COUNTY.

WHEREAS, the applicant, La Vista City Centre, LLC has made application for approval of a final plat for a replat of Lot 13 and Outlot A, La Vista City Centre, and Lot 1, La Vista City Centre Replat Three together with a part of Tax Lot 12 14-14-12 ("Final Plat"); and

WHEREAS, the City Engineer has reviewed the Final Plat; and

WHEREAS, on February 20, 2020, the La Vista Planning Commission reviewed the Final Plat and recommended approval subject to the following conditions:

1. Satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that, subject to satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances, the Final Plat be, and hereby is, approved.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PSFP 19-0001

FOR HEARING ON: March 3, 2020

REPORT PREPARED ON: February 24, 2020

I. GENERAL INFORMATION

A. APPLICANT:

La Vista City Centre LLC
P.O. Box 428
Boys Town, NE 68010

B. PROPERTY OWNERS:

Lot 1 La Vista City Centre Replat Three and Lot 13 La Vista City Centre:

La Vista City Centre LLC
222 S. 15th Street, Suite 1404S
Omaha, NE 68102

Outlot A La Vista City Centre and PT of Tax Lot 12, 14-14-12:

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

C. LOCATION: North of the intersection of Main Street and City Centre Drive.

D. LEGAL DESCRIPTION: Lot 13 and Outlot A La Vista City Centre, Lot 1 La Vista City Centre Replat 3, and portions of Tax Lot 12 14-14-12

E. REQUESTED ACTION(S): Final Plat and Subdivision Agreement for proposed Lots 1-3 La Vista City Centre Replat 4 and the dedication of associated right-of-way for the purpose of redevelopment.

F. EXISTING ZONING AND LAND USE:

- Portions of Tax Lot 12 14-14-12 - R-1, Single-Family Residential with Gateway Corridor District (Overlay District); vacant; unused (Portions of the proposed Lot 3 La Vista City Centre Replat 4 within this area are proposed to be rezoned MU-CC, Mixed Use-City Centre District).
- Lot 13 and Outlot A La Vista City Centre - Mixed Use City Centre; vacant.
- Lot 1 La Vista City Centre Replat 3 - Mixed Use City Centre; vacant.

G. PURPOSE OF REQUEST:

1. Final Plat and Subdivision Agreement to replat the lots listed in the request into 3 lots and the dedication of associated right-of-way for the purpose of redevelopment.

H. SIZE OF SITE: 4.635 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The land is generally flat with a gradual downward slope generally north and east. The slope significantly increases downward along the northern half.

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

1. **North:** La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor Overlay (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space
2. **East:** Lot 14 La Vista City Centre, MU-CC, Mixed Use City Centre District; Mixed Use development; and
La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space.
3. **South:** La Vista City Centre; MU-CC, Mixed Use City Centre District; Mixed Use development.
4. **West:** Lot 12 La Vista City Centre Replat 3, MU-CC, Mixed Use City Centre District; vacant; and
La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space.

C. RELEVANT CASE HISTORY:

1. The final plat for La Vista City Centre was originally approved by City Council on July 19, 2016.
2. The preliminary plat for La Vista City Centre Replat 4 was approved on August 20, 2019.

D. APPLICABLE REGULATIONS:

1. Section 5.06 of the Zoning Regulations – R-1 Single-Family Residential
2. Section 5.18 of the Zoning Regulations – FF/FW Flood Plain District (Overlay District)
3. Section 5.19 of the Zoning Regulations – MU-CC Mixed Use City Centre District
4. Section 3.05 of the Subdivision Regulations – Final Plats

III. ANALYSIS

A. **COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates areas within proposed Lots 1 and 3 as Mixed Use. The areas within Lot 2 will remain designated as Parks and Recreation.

B. **OTHER PLANS:** This area has also been designated as blighted and substandard and in need of redevelopment. A proposed amendment to the *84th Street Redevelopment Plan* would incorporate part of the northern portion of the former City golf course into the mixed use redevelopment project area.

C. **TRAFFIC AND ACCESS:**

1. The proposed La Vista City Center Replat 4 Final Plat includes the dedication of additional right-of-way along City Centre Drive. This allows for right-of-way access to the lot in this request.

2. The access point at 84th Street and Summer Drive has been converted to a temporary construction entrance. Existing access to City Centre Drive is from Main Street, with connections to 84th Street and Giles Road through the internal road system. The development plan also proposes the connection of City Center Drive to 84th Street in the near future.

Sidewalk and trail connections will be made at the time of development for each of the parcels involved in the plat.

3. A technical memorandum regarding traffic has been provided to update the previous traffic impact study performed by Olsson in August 2016 for the La Vista City Centre project. This memorandum was compiled to assess the traffic impacts associated with the proposed land use change on the north end of the La Vista City Centre project.

Staff review of the technical memorandum concluded that the infrastructure that exists and that has been designed and nearing completion in La Vista City Centre is sufficient for the smaller events. That is based on the prediction in the memo that up to 400 persons in 200 vehicles would be arriving during the PM peak hour, which will overlap with the typical PM peak demand of the corridor.

It is recommended that an Event Traffic Management Plan be prepared and made part of a Security, Maintenance, and Operations Plan and the Conditional Use Permit. Such plan shall be approved by, and on record with the La Vista Police Department as a condition of the Conditional Use Permit. The proposed permit also would provide for adjustment of

event start times as needed if anticipated traffic for events overlapping with peak hour traffic on 84th Street is greater than the predicted in the technical memorandum.

D. UTILITIES:

1. The properties have access to water, sanitary sewer, gas, power and communication utilities.

IV. REVIEW COMMENTS:

1. Applicant is proposing to develop an Event Center on proposed Lot 3, which would incorporate and require rezoning to MU-CC, Mixed Use-City Center zoning vacant unused portions of the property immediately adjacent to the north of La Vista City Centre.

As the proposed event center use is only allowed within the Mixed-Use City Centre zoning district as a conditional use, the applicant would need to obtain a conditional use permit to allow the use.

2. An existing sanitary and an existing storm sewer easement will be released as part of this plat. New easements are shown and will be dedicated as separate instruments in conjunction with the plat.
3. A portion of Lot 2, as proposed, will fall within the FF/FW Flood Plain District (Overlay District). A Floodplain Development Permit will most likely need to be obtained as to ensure flood hazards are analyzed as to satisfy the conditions of the zoning ordinance.
4. An amendment to the Subdivision Agreement has been prepared to address public infrastructure installation and expenditures. There will also be a need for some form of agreement to address shared, common-area improvements between the lots.
5. The overall disturbed area will exceed five acres, which might require modification of erosion control permit(s) in Permixon.

V. STAFF RECOMMENDATION – Final Plat:

Staff recommends approval of La Vista City Centre Replat 4 Final Plat and related subdivision agreement amendment, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

VI. PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public meeting on February 20, 2020 and unanimously voted to recommend approval of La Vista City Centre Replat 4 Final Plat, subject to such modifications or conditions, if any, as the City Administrator determines necessary or appropriate, satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of final replat, redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

VII. ATTACHMENTS TO REPORT:

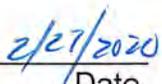
1. Vicinity Map
2. Staff Review Letters
3. Final Plat Map set

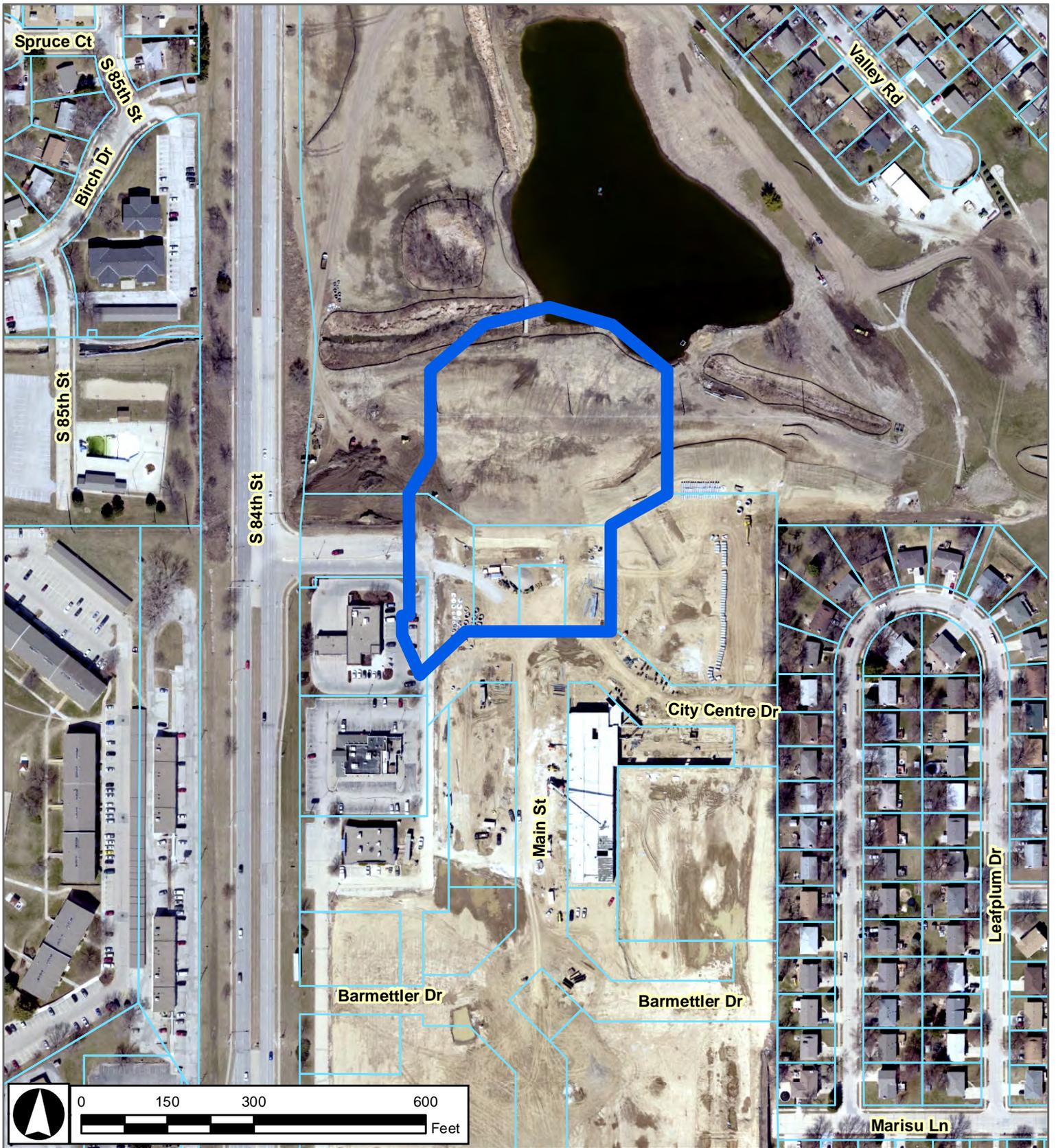
VIII. COPIES OF REPORT SENT TO:

1. Eric Williams, Olsson Associates Inc.
2. Chris Erickson, La Vista City Centre, LLC
3. Public Upon Request


Prepared by: _____


Community Development Director


Date



Project Vicinity Map



**La Vista City Centre Replat 4
Final Plat**

1/30/2020
CAS





July 16, 2019

Chris Erickson
La Vista City Centre, LLC
PO Box 428
Boys Town NE, 68010

RE: Final Plat – Initial Review
La Vista City Centre Theater

Mr. Erickson,

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

Final Plat Review

1. Article 3.05.19: The Surveyor's Certification language needs to be revised to include the requirements identified in Section 10.02 of the Subdivision Regulations.
2. Article 3.05.24: There needs to be identification of shared public and private improvements such as public sidewalks, potential drainage improvements and sire preparation elements. Traffic impacts and any improvements required due to events proposed in the Conditional Use Permit will need to be addressed on this information.
3. Article 3.05.25: There needs to be an acceptable amendment to the redevelopment agreement prior to City Council action on the final plat. It is Public Work's understanding there is an amendment to the subdivision agreement that will be a part of Replat 3 that will address any additional contemplated public improvements, and which may modify the terms for Additional off-street Parking requirements in the current subdivision agreement.
4. As coordination with the Interface project continues, the music theatre design needs to finalize as the lot lines between Lot 2 and Lot 3 may change depending on the ultimate configuration of the Interface and the outdoor music venue.
5. The "Water Boundary Line" can be deleted as it is not a required element of the final plat. This line may also change over time.
6. The Signature Block for City Engineer can be deleted. It is not a required element of the final plat.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

www.cityoflavista.org
info@cityoflavista.org

7. The notation on the plat referencing the existing demolition and site preparation is a 4-year easement that was executed in 2016. The easement may be modified and/or otherwise extended with other projects in the vicinity, therefore it should be deleted from the final plat.

Please submit 4 full size copies (along with electronic copies) of the revised documents for final review.

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

Thank you,

A handwritten signature in blue ink, appearing to read "Christopher Solberg", is written over the typed name and title.

Christopher Solberg, AICP
Senior Planner

Attachment

cc: John Kottmann, City Engineer
Pat Dowse, City Engineer
Eric Williams, Olsson Associates
Amy Augustyn, City Ventures



September 13, 2019

Chris Erickson
La Vista City Centre, LLC
PO Box 428
Boys Town NE, 68010

RE: Final Plat – Second Review
La Vista City Centre Theater

Mr. Erickson,

We have reviewed the revised Final Plat submitted on 8/26/2019. Based on the elements for consideration set forth in the applicable section of the Subdivision Regulations for the Replat, the City has the following comments:

Final Plat Review

1. Upon approval of the LVCC Theater Preliminary Plat on August 20, 2019, the La Vista City Council directed that the plat be renamed for accuracy and tracking purposes. Please change the name of the Final Plat from “La Vista City Centre Theater” to “La Vista City Centre Replat Four”.

Additionally, the following items introduced in the initial review letter have yet to be addressed:

2. Article 3.05.24: There needs to be identification of shared public and private improvements such as public sidewalks, potential drainage improvements and sire preparation elements. Traffic impacts and any improvements required due to events proposed in the Conditional Use Permit will need to be addressed on this information.
3. Article 3.05.25: There needs to be an acceptable amendments to the redevelopment agreement and the subdivision agreement prior to City Council action on the final plat.
4. As coordination with the Interface project continues, the music theatre design needs to finalize as the lot lines between Lot 2 and Lot 3 may change depending on the ultimate configuration of the Interface and the outdoor music venue.

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p: 402-537-3900
f: 402-537-3902

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f: 402-331-7210

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f: 402-331-4375

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9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

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info@cityoflavista.org

Please submit 4 full size copies (along with electronic copies) of the revised documents for final review. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,

A handwritten signature in blue ink, appearing to read "Christopher Solberg", written over the typed name and title.

Christopher Solberg, AICP
Senior Planner

Attachment

cc: John Kottmann, City Engineer
Pat Dowse, City Engineer
Eric Williams, Olsson Associates
Amy Augustyn, City Ventures

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
ZONING MAP AMENDMENT – CITY CENTRE EVENT CENTER – PORTION OF PROPOSED LOT 3, LA VISTA CITY CENTRE REPLAT 4	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and resolution prepared for Council to consider an application for a Zoning Map Amendment for portions of Tax Lot 12 14-14-12 (Proposed to be platted as portion of Lot 3 of La Vista City Center Replat 4) from R-1 Single-Family Residential to Mixed Use-City Centre for the purpose of redevelopment. Generally located north of the intersection of Main Street and City Centre Drive.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by La Vista City Centre, LLC for a Zoning Map Amendment, for portions Tax Lot 12 14-14-12 (Proposed to be platted as portion of Lot 3 of La Vista City Center Replat 4) from R-1 Single-Family Residential to Mixed Use-City Centre for the purpose of redevelopment.

A detailed staff report is attached.

The Planning Commission held a public hearing on February 20, 2020, and unanimously voted to recommend approval of the Zoning Map Amendment, subject to such modifications or conditions, if any, as the City Administrator determines necessary or appropriate, satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of final replat, redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Section 1. Approval of Rezoning. On February 20, 2020, the La Vista Planning Commission conducted a public hearing on the matter of rezoning a portion of Tax Lot 12 14-14-12, the tracts of land set forth in Section 2 of this ordinance, and reported to the City Council that it recommended approval of the zoning of said tracts be changed from "R-1" Single Family Residential to "MU-CC" Mixed Use – City Centre for a portion of Tax Lot 12 14-14-12, otherwise known as a portion of the proposed Lot 3 La Vista City Centre Replat 4. On March 3, 2020, the City Council held a public hearing on said proposed change in zoning and found and determined that said proposed changes in zoning are advisable and in the best interests of the City. The City Council further found and determined that public hearings were duly held and notices, including published notice, written notice to adjacent property owners and notice posted at the properties, were duly given pursuant to Section 9.01 of the Zoning Ordinance. The City Council hereby approves said proposed changes in zoning as set forth in Section 2 of this ordinance.

Section 2. Amendment of the Official Zoning Map. Pursuant to Article 3 of the Zoning Ordinance, a portion of Tax Lot 12 14-14-12, otherwise known as a portion of the proposed Lot 3 La Vista City Centre Replat 4 in the SW ¼ of the NW ¼ of Section 14, Township 14, Range 12 East of the 6th P.M., Sarpy County, Nebraska, is hereby rezoned from "R-1" Single Family Residential to "MU-CC" Mixed Use – City Centre and the Official Zoning Map of the City of La Vista is hereby amended to reflect the changes in zoning as described above and displayed in the attached Zoning Map Exhibit, hereby incorporated into this Ordinance by reference.

The amended version of the official zoning map of the City of La Vista is hereby adopted, subject to such modifications or conditions, if any, as the City Administrator determines necessary or appropriate, satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of final replat, redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances, and shall be signed by the Mayor, attested to by the City Clerk and shall bear the seal of the City under the following words:

"This is to certify that this is the official zoning map referred to in Article 3 Section 3.02 of Ordinance No. 848 of the City of La Vista, Nebraska"

and shall show the date of the adoption of that ordinance and this amendment.

Section 3. Effective Date. This ordinance shall be in full force and effect upon the date passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF MARCH 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
CITY CENTRE EVENT CENTER – CONDITIONAL USE PERMIT LOT 3 LA VISTA CITY CENTRE REPLAT 4	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and resolution prepared for Council to consider an application for a Conditional Use Permit to operate an event center on the proposed Lot 3, La Vista City Centre Replat 4, generally located north of the intersection of Main Street and City Centre Drive.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by La Vista City Centre, LLC for a Conditional Use Permit, to locate and operate an event center on the proposed Lot 3, La Vista City Centre Replat 4. The property is zoned partially zoned R-1 Single Family Residential and MU-CC Mixed Use – City Centre. A separate preceding agenda item proposes the rezoning of the property to make the entire lot zoned MU-CC Mixed Use – City Centre. An event center is listed in the MU-CC District as a conditional use. The applicant proposes to construct an approximately 56,000 sq. ft. event center and surrounding outdoor live performance venue, to be named the Astro Theater.

A detailed staff report is attached.

The Planning Commission held a public hearing on February 20, 2020, and unanimously voted to recommend approval of the Conditional Use Permit, subject to such modifications or conditions, if any, as the City Administrator determines necessary or appropriate, satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of final replat, redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AND AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR AN EVENT CENTER ON LOT 3, LA VISTA CITY CENTRE REPLAT 4.

WHEREAS, La Vista City Centre, LLC, on behalf of City Centre Music Venue, LLC and Astro Theater, LLC, has applied for approval of a Conditional Use Permit for an event center on Lot 3, La Vista City Centre Replat 4, located north of the intersection of City Centre Drive and Main Street; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval subject to the following conditions:

1. Satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby approve and authorize the execution of a Conditional Use Permit as submitted at this meeting, subject to any additions, subtractions, or modifications as the City Administrator or any designee of the City Administrator determines necessary or appropriate, and further subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PCUP 19-0003

FOR HEARING OF: March 3, 2020
Report Prepared on: February 24, 2020

I. **GENERAL INFORMATION**

A. **APPLICANT:**

La Vista City Centre LLC
P.O. Box 428
Boys Town, NE 68010

B. **PROPERTY OWNERS:**

PT of Tax Lot 12, 14-14-12:
City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

PT of Outlot A La Vista City Centre:
City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

PT of Lot 13 La Vista City Centre:
La Vista City Centre LLC
P.O. Box 428
Boys Town, NE 68010

C. **LOCATION:** North of the intersection of Main Street and City Centre Drive.

D. **LEGAL DESCRIPTION:** Portions of Tax Lot 12 14-14-12, Lot 13 La Vista City Centre, and Outlot A La Vista City Centre (Proposed to be platted as Lot 3 of La Vista City Center Replat 4).

E. **REQUESTED ACTION(S):** Conditional Use Permit for proposed Lot 3 La Vista City Centre Replat 4 to allow for the construction and operation of an Event Center.

F. **EXISTING ZONING AND LAND USE:**

- Portions of Tax Lot 12 14-14-12 - R-1, Single-Family Residential with Gateway Corridor District (Overlay District); vacant; unused
- Portions of Lot 13 and Outlot A La Vista City Centre - Mixed Use City Centre; vacant.

G. PURPOSE OF REQUEST:

1. Conditional Use Permit for proposed Lot 3 La Vista City Centre Replat 4 to allow for the construction and operation of an Event Center.

H. SIZE OF SITE: 2.03 Acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The land has a significantly increasing downward slope to the north.

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

1. **North:** La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space
2. **East:** Lot 14 La Vista City Centre, MU-CC, Mixed Use City Centre District; Mixed Use development; and La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space.
3. **South:** La Vista City Centre; MU-CC, Mixed Use City Centre District; Mixed Use development.
4. **West:** Lot 12 La Vista City Centre Replat 3, MU-CC, Mixed Use City Centre District; vacant; and La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space.

C. RELEVANT CASE HISTORY:

1. The final plat for La Vista City Centre was originally approved by City Council on July 19, 2016.
2. On September 17, 2019 City Council adopted an update to the La Vista Comprehensive Plan's Future Land Use Map to re-designate portions of the proposed Lot 3 La Vista City Centre Replat 4 from Recreational to Mixed Use.

D. APPLICABLE REGULATIONS:

1. Chapter 3 of the La Vista Comprehensive Plan – Future Land Use Map
2. Section 5.19 of the Zoning Regulations – MU-CC Mixed Use City Centre District
3. Section 6 of the Zoning Regulations – Conditional Use Permits

III. ANALYSIS

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates the proposed Lot 3 La Vista City Centre Replat 4 as Mixed Use.
- B. OTHER PLANS:** This area has also been designated as blighted and substandard and in need of redevelopment. A proposed amendment to the *84th Street Redevelopment Plan* would incorporate part of the northern portion of the former City golf course into the mixed use redevelopment project area.

C. TRAFFIC AND ACCESS:

1. The proposed La Vista City Center Replat 4 Final Plat includes the dedication of additional right-of-way along City Centre Drive. This allows for right-of-way access to the lot in this request.
2. The access point at 84th Street and Summer Drive has been converted to a temporary construction entrance. Existing access to City Centre Drive is from Main Street, with connections to 84th Street and Giles Road through the internal road system. The development plan also proposes the connection of City Center Drive to 84th Street.

Sidewalk and trail connections will be made at the time of development for each of the parcels involved in the plat.

3. A technical memorandum regarding traffic has been provided to update the previous traffic impact study performed by Olsson in August 2016 for the La Vista City Centre project. This memorandum was compiled to assess the traffic impacts associated with the land use proposed on the north end of the La Vista City Centre project.

Staff review of the technical memorandum concluded that the infrastructure that exists and that has been designed and nearing completion in La Vista City Centre is sufficient for the smaller events. That is based on the prediction in the memo that up to 400 persons in 200 vehicles would be arriving during the PM peak hour, which will overlap with the typical PM peak demand of the corridor.

It is recommended that an Event Traffic Management Plan be prepared and made part of a Security, Maintenance, and Operations Plan and the Conditional Use Permit. Such plan shall be approved by, and on record with the La Vista Police Department as a condition of the Conditional Use Permit. The proposed permit also would provide for adjustment of event start times as needed if anticipated traffic for events overlapping with peak hour traffic on 84th Street is greater than the predicted in the technical memorandum,

D. UTILITIES:

1. The properties have access to water, sanitary sewer, gas, power and communication utilities.

IV. REVIEW COMMENTS:

1. Development of such use will require the rezoning of portions of proposed Lot 3 La Vista City Centre Replat 4 to the MU-CC, Mixed Use-City Center zoning district prior to approval of the Conditional Use Permit.
2. Owner will need to acquire and maintain a liquor license from the Nebraska Liquor Control Commission.
3. Events in the outdoor amphitheater will end by 10:00 p.m. Sunday through Thursday and by 10:30 p.m. Friday through Saturday.
4. Outdoor events will be limited to 20 amplified sound events per calendar year unless approved by the City Administrator. This does not include City hosted/sponsored events held at the facility.

V. STAFF RECOMMENDATION:

Staff recommends approval of the Conditional Use Permit for an Event Center, subject to such modifications or conditions, if any, as the City Administrator determines necessary or appropriate, satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of final replat, redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

VI. PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public hearing on February 20, 2020 and unanimously voted to recommend approval of the Conditional Use Permit for an Event Center, subject to such modifications or conditions, if any, as the City Administrator determines necessary or appropriate, satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of final replat, redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

VII. ATTACHMENTS TO REPORT:

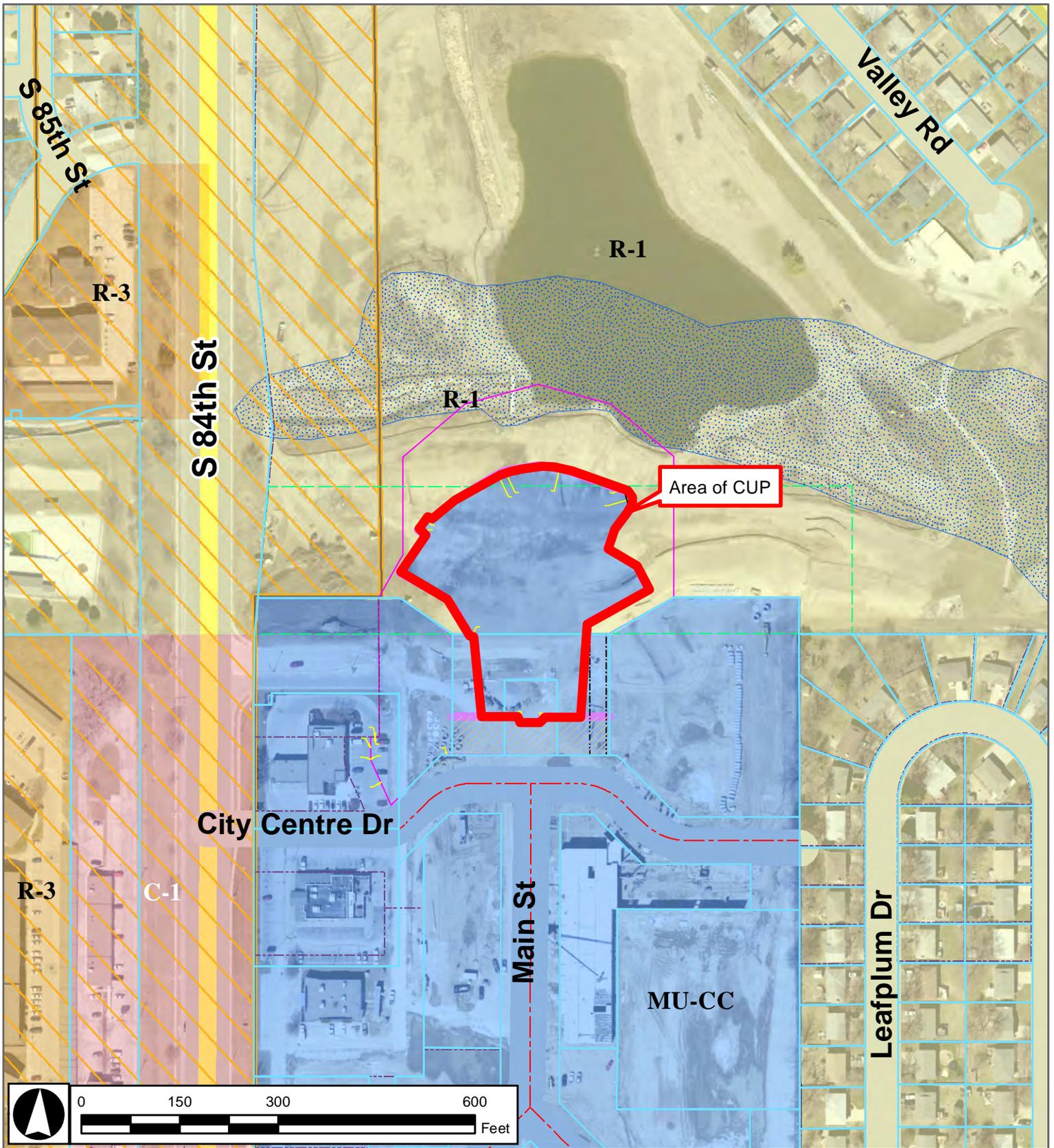
1. Vicinity Map
2. Proposed Conditional Use Permit

VIII. COPIES OF REPORT SENT TO:

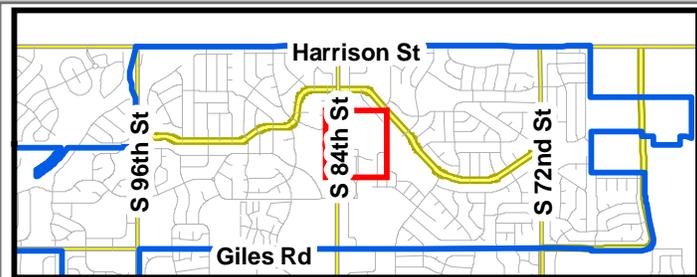
1. Eric Williams, Olsson Associates Inc.
2. Chris Erickson, La Vista City Centre, LLC
3. Public Upon Request


Prepared by _____

Community Development Director _____
 3/2/2020
Date _____



Project Vicinity Map



La Vista City Centre Theater Conditional Use Permit

2/15/2020
CAS



City of La Vista Conditional Use Permit

Conditional Use Permit for Indoor/Outdoor Event Center

This Conditional Use Permit (“Permit” or “Conditional Use Permit”) issued effective as of the Effective Date specified below by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to City Centre Music Venue, LLC and Astro Theatre, LLC, each a Nebraska limited liability company (together referred to herein as “Permittee”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Permittee wishes to construct and operate an event center upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 3, La Vista City Centre Replat 4, Located in the NW & SW ¼ Section 14, Township 14 North, Range 12 East of the 6th P.M. in Sarpy County, Nebraska (“Property”)

WHEREAS, La Vista City Centre, LLC on behalf of Permittee has applied for a conditional use permit for the purpose of locating and operating an event center; and

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

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the Permittee to use the Property for an event center, said use hereinafter being referred to as “Permitted Use” or “Use”.

Conditions of Permit

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

1. The rights or obligations granted or imposed by this permit shall run with the land, are transferable, and shall be binding on any successors or assigns. Any deviation from or breach of any terms hereof shall cause permit to expire and terminate.
2. In respect to the proposed Use:
 - a. The use shall be limited to and in accordance with the operations described in the Operational Statement, attached as Exhibit “A” and incorporated by reference into this Permit, or described elsewhere in this Permit. Any material change in operations, including, but not limited to, the hours of operation or additional or different uses or services provided, shall require review by the Planning Department and may require an amendment to the Conditional Use Permit, subject to Planning Department, Planning Commission, and/or City Council approval, depending on the nature of the proposed change.
 - b. The Property shall be developed and maintained in accordance with the site plan and elevations, as attached as Exhibits B and C, respectively, approved by the City Council, and incorporated herein by this reference, which site plan includes without limitation the boundaries of the Property and any easements, proposed structures and orientation, parking, access points, and drives. Any proposed modifications to the site plan or elevations shall be submitted to the Chief Building Official and subject to such approval as specified by applicable law or regulations.

- c. The use shall conform to the Security, Maintenance, and Operations Plan approved by and on file with the La Vista Police Chief or his or her designee from time to time (“Designated Police Contact”). A copy of the approved Security, Maintenance, and Operations Plan shall be maintained on site. At least ten (10) days before implementing any proposed change to requirements or contents of the Security, Maintenance, and Operations Plan, the Permittee shall submit the proposed change to the Designated Police Contact. Any such change shall be subject to approval of the Designated Police Contact.
 - d. Operations must comply with the Event Traffic Management Plan within the Security, Maintenance, and Operations Plan.
 - e. All spaces, facilities, and equipment must be maintained in a neat, good, working, sanitary and aesthetic condition and repair, and in accordance with applicable requirements, including without limitation any applicable design standards.
 - f. The Permittee shall make regular inspections of the premises and structures at least annually, and the operation thereof for any hazard or risk, including, but not limited to, those of an environmental or safety nature. The Permittee shall take immediate action to protect persons, property and the environment from any damage, injury or loss, or risk thereof, arising out of or resulting from any hazard or risk on the premises and to abate any hazard or risk and remove it from the premises in accordance with any applicable laws, rules or regulations, as amended or in effect from time to time.
 - g. Permittee and the Use shall comply with all applicable federal, state and/or local laws, rules, or regulations, as adopted or amended from time to time.
 - h. Permittee hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Permittee, or any agents, employees, assigns, suppliers or invitees of Permittee arising out of or resulting from the Permitted Use.
3. The Permittee’s Use as approved pursuant to these provisions shall be subject to the following:
 - a. An annual inspection to determine compliance with the conditions of approval.
 4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
 - a. Permittee’s abandonment of the permitted use. Non-use thereof for a period of twelve (12) consecutive months shall constitute a presumption of abandonment, except in cases of cessation due to casualty or renovation when repairs, reconstruction, or construction is diligently progressing.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and failure to correct the same within the timeframes provided in subsection “c” below.
 - c. Permittee’s breach of any other terms hereof and its failure to correct such breach within thirty (30) days of City’s giving notice thereof, or, to the extent such breach cannot be corrected within said thirty (30) days, Permittee shall have as long as reasonably necessary to correct the breach provided they commence correction efforts within said thirty (30) days and diligently pursue to completion. For this purpose, a breach solely affecting operation of the indoor venue of the event center shall not on its own also constitute a breach with respect to the outdoor venue, and a breach solely affecting operation of the outdoor venue of the event center shall not on its own also constitute a breach with respect to the indoor venue.
 5. In the event of the Permittee’s failure to promptly remove any hazard from the premises , the City may, at its option (but without any obligation to the Permittee or any third party to exercise said option) cause the same to be removed at Permittee’s cost and the Permittee shall reimburse the City the costs incurred to remove the same.
 6. If any provision, or any portion thereof, contained in this Permit is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall be jointly and severally binding upon City Centre Music Venue, LLC and Astro Theatre, LLC and their respective successors and assigns.

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

Contact Name and Address: Chris Erickson
City Centre Music Venue, LLC
222 S. 15th Street, STE 1404S
Omaha, NE 68102

DRAFT

Effective Date:

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

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pam Buethe
City Clerk

CONSENT AND AGREEMENT

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

City Centre Music Venue, LLC;

By: _____

Title: _____

Date: _____

Astro Theatre, LLC

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

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

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [_____] , personally known by me to be the _____ of City Centre Music Venue. LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [_____] , personally known by me to be the _____ of Astro Theatre. LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

CITY+VENTURES

ASTRO THEATER OPERATING STATEMENT

City Ventures, 1% Productions, and Mammoth, Inc., though affiliated entities, intend to acquire, develop and operate on Lot 13 of the previously approved La Vista City Centre project and adjunct parcels a state of the art, best in market live performance indoor/outdoor event center. This project shall consist of 56,157 square feet of building and surrounding outdoor live performance venue, to be named the Astro Theater. The estimated occupant load of the indoor amphitheater is 3,290 occupants and the outdoor music venue is estimated to hold 4,455 occupants.

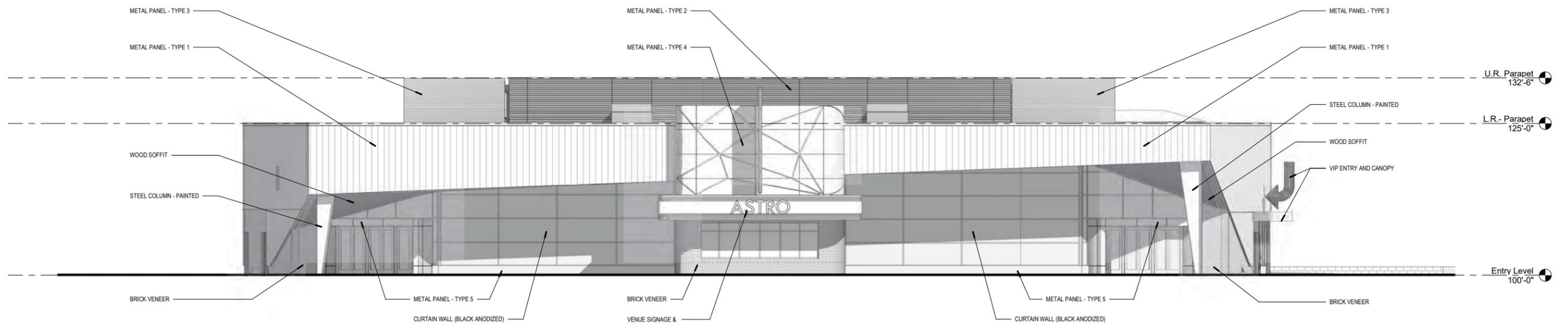
The intent is to have an estimated 150 events (music, comedy, and other live entertainment) per calendar year at the event center, the dates of the shows will vary based on the availability of musicians, so there are no set days of operation. The outdoor amphitheater will be limited to 20 amplified sound events per calendar year, unless approved by the City Administrator. The event center shall open doors one hour prior to the show. For the outdoor amphitheater, events will end by 10:00 PM (CST) for any day from Sunday through Thursday and will end by 10:30 PM (CST) on Friday or Saturday. Agreements with performers or others in connection with use of the event venue will include sound level parameters in accordance with applicable standards. The number of events or hours of operation in this paragraph excludes and does not apply to events pursuant to the right of the City or its designee to use the event center.

The Applicant will be issuing an RFP for General Contracting Services to a select list of bidders and they have contracted with TACK Architects for Architectural Services and Olsson Associates for civil, survey, & public improvement design and construction administration for the Project.

Exhibit C



SOUTH ELEVATION - COLORED



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x16) INTERGAL COLOR: WOOL
	METAL PANEL - TYPE 1 1'-0" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM & VENEER (8x16) INTERGAL COLOR: PEWTER

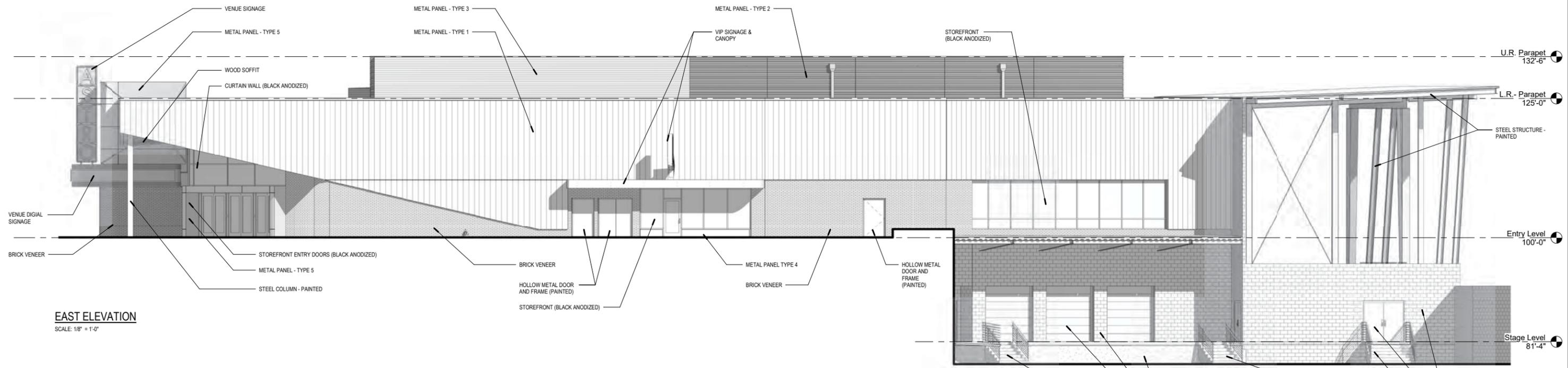
ASTRO THEATER

Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019

Exhibit C



EAST ELEVATION - COLORED

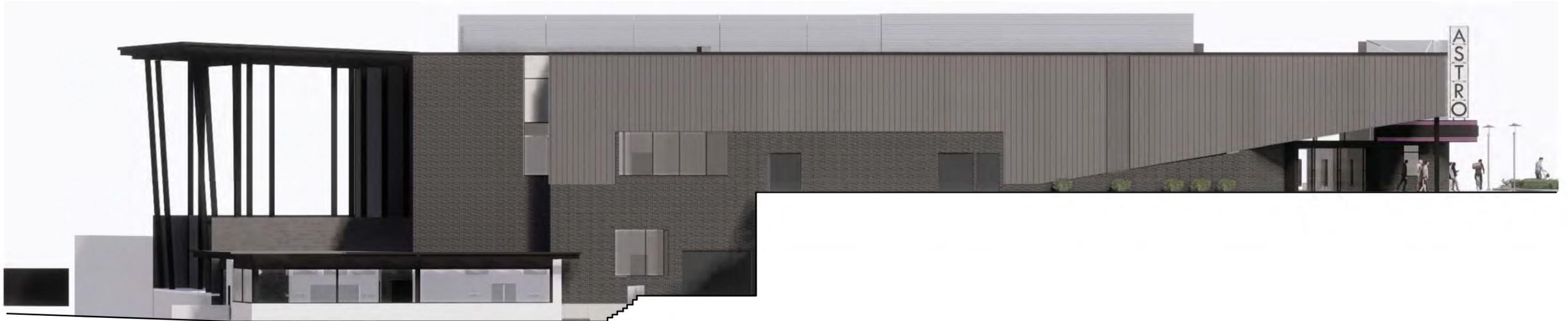


EAST ELEVATION
SCALE: 1/8" = 1'-0"

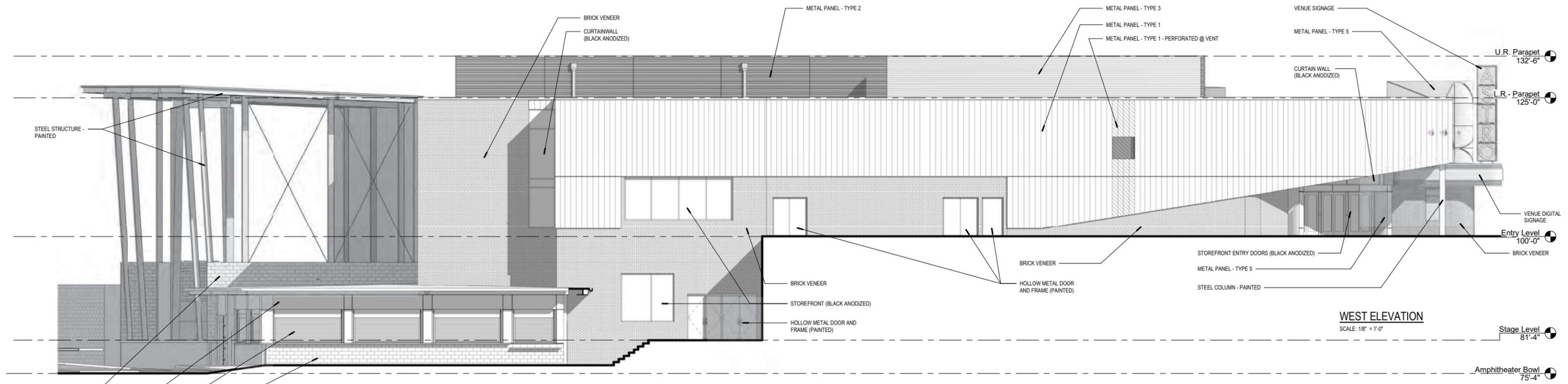
	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSYSTEM SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x8x16) INTERGAL COLOR: WOOL
	METAL PANEL - TYPE 1 1'-0" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSYSTEM SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x8x16) & VENEER (8x4x16) INTERGAL COLOR: PEWTER

ASTRO THEATER
Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019

Exhibit C



WEST ELEVATION - COLORED



	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x8x16) INTERGAL COLOR: WOOL
	METAL PANEL - TYPE 1 1'-0" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x8x16) & VENEER (8x4x16) INTERGAL COLOR: PEWTER

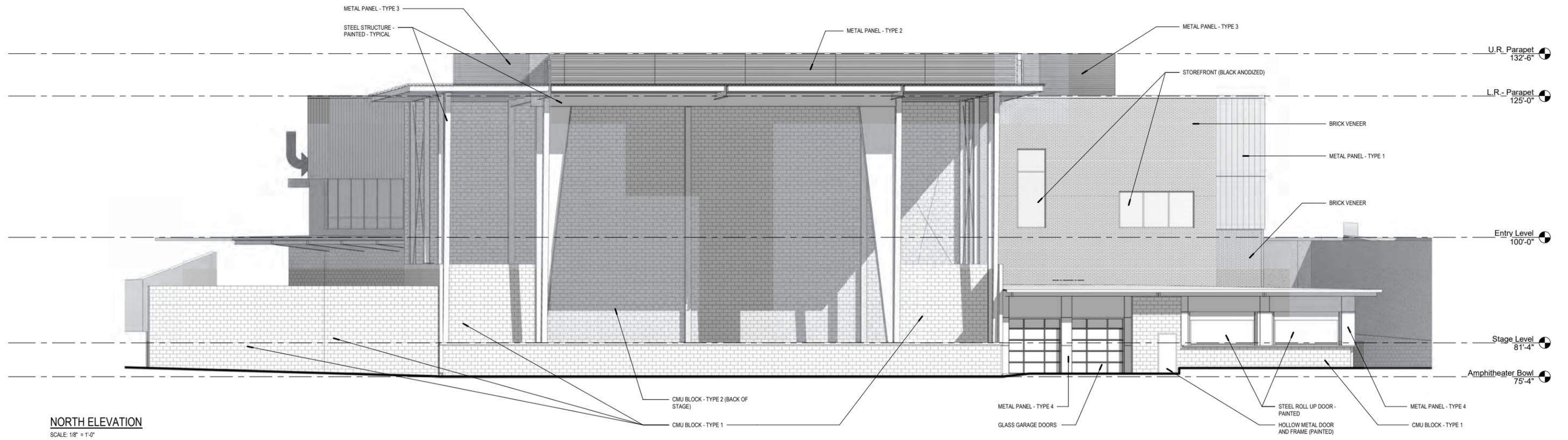
ASTRO THEATER

Project Number: 2017.008.00
 Project Status: Design Review
 Date: 07/02/2019

Exhibit C



NORTH ELEVATION - COLORED



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x8x16) INTERGAL COLOR: WOOL
	METAL PANEL - TYPE 1 1'-0" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x8x16) & VENEER (8x4x16) INTERGAL COLOR: PEWTER

ASTRO THEATER

Project Number: 2017.008.00
 Project Status: Design Review
 Date: 07/02/2019

**CITY OF LA VISTA
AND
LA VISTA COMMUNITY DEVELOPMENT AGENCY
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
GENERAL BUSINESS OCCUPATION TAXES & RELATED REVENUE NOTE – 84 TH STREET REDEVELOPMENT AREA	◆ RESOLUTION ◆ ORDINANCES RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

Proposed City Ordinances would authorize general business occupation taxes (“GBOT”) upon the businesses and users of space within a designated enhanced employment area in the 84th Street Redevelopment Area for the purpose of paying all or any part of the costs and expenses of any redevelopment project within such enhanced employment area, including payments pursuant to a La Vista Community Development Agency Revenue Note, secured by a pledge of GBOT revenues, as described in the proposed Agency Resolution also presented with this agenda item.

FISCAL IMPACT

Proposed actions would provide for potential GBOT revenues to pay costs of public improvements of redevelopment projects within the designated enhanced employment area.

RECOMMENDATION

Approval

BACKGROUND

The City Council in 2012 designated the 84th Street Redevelopment Area as a substandard and blighted area. A Redevelopment Plan “84th Street Redevelopment Area,” Redevelopment Agreement, and Subdivision Agreement, each as subsequently amended, (together “Documents”) were recommended, adopted, and/or approved by the Agency, City, and/or the Redeveloper, which Documents provide for initial occupation taxes on event venue businesses and retail sales businesses within an initial designated enhanced employment area, as recommended and agreeable to the Agency, City, and/or Redeveloper owning real estate within the initial enhanced employment area for the purpose of paying all or any part of the costs and expenses of any redevelopment project within such enhanced employment area, including payments pursuant to the La Vista Community Development Agency Revenue Note, which is secured by a pledge of GBOT revenues. An Agency Resolution and two City Ordinances are proposed for consideration as follows:

1. City Ordinance to add Municipal Code Section 113.30 authorizing general business occupation taxes.

2. Resolution of the La Vista Community Development Agency to approve an Agency Revenue Note, secured by a pledge of revenues from the initial general business occupation tax described in “3” below.
3. City Ordinance to approve initial occupation taxes on event venue businesses and retail sales businesses within an initial designated enhanced employment area.

ORDINANCE NO.

AN ORDINANCE TO ENACT SECTION 113.30 OF THE LA VISTA MUNICIPAL CODE REGARDING ENHANCED EMPLOYMENT AREAS AND GENERAL BUSINESS OCCUPATION TAXES WITHIN SUBSTANDARD AND BLIGHTED AREAS, USE OF PROCEEDS, AND ADMINISTRATIVE PROVISIONS; PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; PUBLICATION; AND AN EFFECTIVE DATE.

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

I. ENACTMENT OF SECTION 113.30 OF THE LA VISTA MUNICIPAL CODE.

Section 113.30 of the La Vista Municipal Code is hereby adopted and approved as follows:

§113.30 ENHANCED EMPLOYMENT AREAS AND GENERAL BUSINESS OCCUPATION TAXES - SUBSTANDARD AND BLIGHTED AREAS

113.30.0 Definitions. As used in this section, the following words and phrases shall have the meanings ascribed to them in this subsection, except where the context clearly indicates or requires a different meaning:

- a. **Act** means the Community Development Law set forth in Neb. Rev. Stat. § 18-2101 et seq, as amended.
- b. **Agency** means the La Vista Community Development Agency.
- c. **City** shall mean the City of La Vista and areas within the corporate limits of the City of La Vista, as may be adjusted from time to time.
- d. **City Clerk** means the City of La Vista City Clerk.
- e. **Director** means the City of La Vista Finance Director or her or his designee.
- f. **Engaged in** means to conduct, offer to the public, carry on, or take part in the operation of a business or other activity as owner, operator, or agent in which products or services are sold, leased, or rented for purposes other than resale, sublease, or subrent. Not in limitation of foregoing parts of this subsection "f", a person renting or using a facility, place or premises for a taxable activity as a promoter, producer, one-time event, part-time, full-time, or otherwise, shall be considered to be engaged in a business and taxable activity.
- g. **Enhanced employment area** has the meaning provided in Neb. Rev. Stat § 18-2103(11)(a), as amended, the boundaries of which are specified by resolution, ordinance, or other action of the City or Agency.
- h. **General business occupation tax** means a tax imposed pursuant to the authority granted by this section.
- i. **Person** means any natural person, individual, partnership, association, organization, corporation, or entity of any kind or character engaging in any activity that is subject to a general business occupation tax authorized by this section.
- j. **Taxpayer** means any person engaged in a business or activity who is required to pay a tax imposed in accordance with this section.

113.30.1 Intent and Purpose

- a. The city is authorized to levy a general business occupation tax pursuant to Neb. Rev. Stat. § 18-2142.02 upon the businesses and users of space within an enhanced employment area for the purpose of paying all or any part of the costs and expenses of any redevelopment project within such enhanced employment area.

- b. Any such tax shall be for revenue purposes. The collection of such a tax shall be made and enforced in such a manner as the city council shall by ordinance determine to produce the required revenue.
- c. The city council determines that it is necessary, desirable, advisable, and in the best interests of the city to periodically impose general business occupation taxes within certain enhanced employment areas, as authorized by the Act and from time to time approved by the city council.

113.30.2 Taxes Authorized

- a. General business occupation taxes pursuant to this section and Neb. Rev. Stat. § 18-2142.02 are authorized and shall be imposed upon such businesses or users of space within such enhanced employment areas, at such times and rates, based on such classifications of businesses, users of space or transactions, for such purposes and periods of time, and subject to such other terms and conditions, as from time to time specified by the city council. Unless otherwise specified by the city council in connection with a particular general business occupation tax and enhanced employment area, taxes shall be payable each calendar month.
- b. Any taxes imposed pursuant to this section 113.30 shall be taxes on the taxpayers for the privilege of engaging in particular occupations within the City. A person engaged in an activity that is subject to a general business occupation tax may elect to itemize the tax levied and pass the cost of the tax through to customers or purchasers on bills, receipts, or other invoices provided to such customers or purchasers, but such itemization and pass-through of the cost of the tax shall not be required and each person engaged in the taxable activity shall remain liable for the tax imposed pursuant to this section.
- c. Taxes imposed pursuant to this Section shall be subject to applicable State or local laws, rules or regulations as adopted or amended from time to time.

113.30.3 Taxes Cumulative

- a. Any tax pursuant to this section shall be in addition to all other fees, taxes, excises, and licenses levied or imposed under any contract or any other provisions of this code or ordinances of the city from time to time, and in addition to any fee, tax, excise, or license imposed by the state or federal government.
- b. Payment of the tax imposed pursuant to this section shall not relieve the person paying the same from payment of any other tax now or hereafter imposed by contract or ordinance or by this article, including those imposed for any business or occupation he/she may carry on, unless so provided therein. The occupation taxes imposed by this article shall be cumulative except where otherwise specifically provided.
- c. Provided, however, operation of a cable television system pursuant to a franchise agreement or operation of a keno lottery game pursuant to an operating agreement with the City shall not be subject to general business occupation taxes under section 113.30.

113.30.4 Term

Any general business occupation taxes imposed pursuant to this section shall commence and remain in effect for such period as specified by the city council, and in any event shall not terminate so long as bonds are outstanding which were issued stating such occupation tax as an available source for payment.

113.30.5 Use of Revenues

Proceeds of any tax imposed pursuant to this section shall be used for the purpose of paying all or any part of the costs and expenses of any redevelopment

project within such enhanced employment area or for such other purposes as from time to time authorized by the Act or other applicable law.

113.30.6 Return

- a. Unless otherwise specified by the city council in connection with a particular general business occupation tax and enhanced employment area, each and every person engaged in an activity that is subject to a general business occupation tax for any period of time shall prepare and file with the City Administrator or the City Administrator's designee a return for each calendar month and at the same time pay to the City the tax imposed for such month. The return shall be on and in such form and content and include such supporting data as may be prescribed by the City Administrator or the City Administrator's designee from time to time, and shall be verified and sworn to by an officer responsible for the taxpayer, and shall be filed with the City Administrator or City Administrator's designee on or before the last day of the month immediately following receipt of any gross receipts included for purposes of calculating the tax. Returns and tax payments shall be filed and paid (i) by hand delivery or by United States mail, properly addressed, postage prepaid and postmarked no later than the last day of the appropriate month, or (ii) by electronic filing and payment by Automated Clearing House or Credit Card no later than the last day of the appropriate month, and in accordance with such procedures as prescribed by the City Administrator or the City Administrator's designee from time to time.
- b. As reimbursement for any additional administrative costs and expenses connected with the tax, a taxpayer at the time of each tax payment may elect to deduct, withhold, and retain from such payment two percent (2%) of the amount that is otherwise due and payable to the City ("Administration Allowance"). Any payment that is made without reduction for the Administration Allowance shall be deemed an irrevocable election by the taxpayer to forego the Administration Allowance with respect to that payment.

113.30.7 Administration; Remedies

Except as otherwise provided in this Section or any subsequent Ordinance, general business occupation taxes shall be administered in accordance with, and any remedies shall be as provided in, Section 113.50 of the Code.

113.30.8 Construction

In accordance with the Act, powers conferred by this section, levy of any general business occupation taxes pursuant to authority granted by this section, and authority to issue any bonds secured by or payable from any general business occupation tax receipts, shall be additional and supplemental to, independent of and separate from any other occupation taxes or laws, and considered complete and independent and not amendatory or limited by any other provision of law. All provisions of this Section 113.30 and grants of power, authority, rights or discretion herein, and any related documents, instruments or actions of the City or Agency arising out of this Section 113.30, shall be liberally construed, and all incidental powers necessary to carry into effect said provisions are hereby expressly granted and conferred. This Section 113.30 shall be full authority for the powers herein granted, and no action, proceeding or election shall be required to exercise or carry out any such provisions. If the provisions of this Section 113.30 are inconsistent with any other provisions of the Municipal Code or ordinances, the provisions of this Section 113.30 shall control. Except as otherwise expressly provided herein, terms used in this Section 113.30 shall have the meaning as provided in the Act.

II. REPEAL OF CONFLICTING PROVISIONS. Any conflicting provision of any previously enacted ordinance is hereby repealed.

III. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this

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

IV. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall be published in full and shall be in force and take effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

OF THE

**COMMUNITY DEVELOPMENT AGENCY
OF
THE CITY OF LA VISTA, NEBRASKA**

ADOPTED MARCH 3, 2020

**\$78,000,000
OCCUPATION TAX REVENUE NOTE
(84TH STREET REDEVELOPMENT PROJECT)
SERIES 2020**

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE ISSUANCE OF A \$78,000,000 OCCUPATION TAX REVENUE NOTE (84TH STREET REDEVELOPMENT PROJECT), SERIES 2020, OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH REDEVELOPMENT PROJECTS IN THE 84TH STREET REDEVELOPMENT AREA; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE COVENANTS AND AGREEMENTS TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of La Vista, in the State of Nebraska, (the “**City**”) is a municipal corporation and first-class city organized and existing under the constitution and laws of the State of Nebraska;

WHEREAS, the City has established the Community Development Agency of the City of La Vista, Nebraska, under the Act (the “**Agency**”);

WHEREAS, Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the “**Act**”) prescribes the requirements and procedures for the planning and implementation of redevelopment projects;

WHEREAS, pursuant to the Act, the Mayor and Council previously declared the Redevelopment Area to be blighted and substandard and in need of redevelopment pursuant to the Act;

WHEREAS, the City Council of the City previously adopted, and the City has in place a comprehensive plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act;

WHEREAS, pursuant to the Act, the Council approved the Redevelopment Plan for the Redevelopment Area;

WHEREAS, the City has undertaken to construct and improve portions of the Project;

WHEREAS, in order to pay a portion of the Project Costs incurred by the City, it is necessary, desirable, advisable, and in the best interest of the Agency to issue the Occupation Tax Revenue Note (84th Street Redevelopment Project), Series 2020 (the “**Note**”), in the principal amount of not to exceed \$78,000,000 and deliver such Note to the City in exchange for the City paying Project Costs, the proceeds of the Note thereby used to pay a portion of the Project Costs, to pay the costs of issuing the Note, and such Note to be issued and secured in the form and manner as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA, AS FOLLOWS:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Resolution, the following capitalized words and terms as used in this Resolution shall have the following meanings:

“**Act**” means the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

“**Agency**” means the Community Development Agency of the City of La Vista, Nebraska.

“**Authorized Agency Representative**” means the Chair or such other person at the time designated to act on behalf of the Agency.

“**Business Day**” means a day on which the banking institutions in the City are scheduled in the normal course of operations to be open to the public.

“**Chair**” means the Chair of the Community Development Agency of the City of La Vista, Nebraska.

“**City**” means the City of La Vista, Nebraska.

“**Clerk**” means the Clerk of the City of La Vista, Nebraska.

“**Council**” means City Council of the City of La Vista, Nebraska.

“**Cumulative Outstanding Principal Amount**” means the aggregate principal amount of the Note issued and outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the Note Register as provided in this Resolution.

“**Date of Original Issue**” means the date the Note is initially issued and delivered to the Purchaser.

“**Enhanced Employment Area**” means the enhanced employment area within the 84th Street Redevelopment Area established pursuant to, and described in, the Occupation Tax Ordinance.

“**Government Obligations**” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“**Mayor**” means Mayor of the City.

“**Note**” means the Occupation Tax Revenue Note (84th Street Redevelopment Project), Series 2020, in an aggregate principal amount not to exceed \$78,000,000, authorized and issued pursuant to this Resolution.

“**Note Counsel**” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Agency.

“Note Payment Date” means February 15, May 15, August 15 and November 15 of each year, beginning on February 15, 2021, and ending on November 15, 2060, or such other dates as determined by an Authorized Agency Representative and indicated in the Note.

“Note Register” means the books for the registration, transfer and exchange of the Note kept at the office of the Agency.

“Occupation Tax Ordinance” means an ordinance of the City providing for the initial general business occupation taxes and enhanced employment area of the 84th Street Redevelopment Area of the City, passed and approved on March 3, 2020.

“Permitted Investments” means any securities and obligations, if and to the extent the same are at the time legal for investment of the City’s moneys held in the funds and accounts referred to in **Section 5.1** hereof.

“Project” means the costs and expenses of any redevelopment project as approved or modified from time to time within 84th Street Enhanced Employment Area, including without limitation, all costs and expenses of the City or Agency in connection with payment, funding, refunding, reimbursing, financing, or refinancing of any costs or expenses previously, currently, or in the future incurred or paid by the City or Agency for or in connection with planning, designing, engineering, legal services, financing, capitalized interest, demolition, development, site acquisition, grading, preparation, utilities, relocations, improvements, construction, maintenance, operations, repairs, replacements, or any other works, expenditures, or undertakings with respect to the Mixed Use Redevelopment Project (as described in the Occupation Tax Ordinance) or Public Improvement Redevelopment Project (as described in the Occupation Tax Ordinance), as amended from time to time

“Project Costs” means the costs attributable to the Project and to work on any “redevelopment project,” as defined in the Act, that may be paid through Occupation Tax Revenues and such other costs allowed under the Redevelopment Plan.

“Purchaser” means the City, the original purchaser of the Note.

“Record Date” for the interest payable on any Note Payment Date means the 15th day (whether or not a Business Day) of the calendar month first preceding such Note Payment Date.

“Redevelopment Area” means the 84th Street Redevelopment Area as described in the Occupation Tax Ordinance.

“Redevelopment Plan” means the Redevelopment Plan as described in the Occupation Tax Ordinance.

“Registered Owner” or **“Note Owner”** when used with respect to any Note means the person in whose name such Note is registered on the Note Register.

“Resolution” means this Resolution as from time to time amended in accordance with the terms hereof.

“Secretary” means the Secretary of the Community Development Agency of the City of La Vista, Nebraska.

“**State**” means the State of Nebraska.

“**Occupation Tax Revenue Fund**” means the fund by that name described by **Section 5.1** hereof.

“**Occupation Tax Revenues**” means the moneys received by the City attributable to the general business occupation tax imposed pursuant to the Occupation Tax Ordinance, as the same may be amended from time to time.

ARTICLE II

AUTHORIZATION OF NOTE

Section 2.1. Authorization of Note. There is hereby authorized and directed to be issued a Note of the Agency, designated “Occupation Tax Revenue Note (84th Street Redevelopment Project) Series 2020,” in the principal amount of not to exceed \$78,000,000, for the purpose of paying a portion of the Project Costs, and paying the costs of issuance of the Note.

Section 2.2. Description of the Note. The Note shall be substantially in the form set forth in **Exhibit A** hereto, and shall be subject to registration, transfer and exchange as provided in **Section 2.4** hereof. The Note shall be dated the date of its initial issuance and delivery, shall mature on the final Note Payment Date (subject to prior prepayment and subject to extension as provided in **Section 3.1**), and shall bear interest, if any, at the rate per annum, as determined by the Authorized Agency Representative and as provided in the Note delivered to the Purchaser.

The Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months), if any, from its issuance date or from the most recent interest payment date to which interest has been paid or duly provided for.

Section 2.3. Disbursement of Proceeds of Note Proceeds of the Note shall be deemed advanced upon the City expending funds for the Project without need for further action by the City or Agency. The aggregate amount allocated to the Project from proceeds of the Note shall equal the aggregate amount expended by the City for the Project, which amount shall not exceed \$78,000,000.

The records maintained by the City as to principal amount advanced and principal amounts paid on the Note shall be the official records of the Cumulative Outstanding Principal Amount for the Note for all purposes.

Section 2.4. Method and Place of Payment of Note. The principal of and interest on the Note shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

Interest on the Cumulative Outstanding Principal Amount of the Note from the date of original issue or the most recent Payment Date to which interest has been paid or duly provided for on the Note, is payable on each Payment Date until the principal of the Note has been paid, whether at maturity or upon earlier redemption.

The principal and interest payable on the Note on any Note Payment Date shall be paid to the Registered Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed to such Registered Owner, or (b) by electronic transfer to such Registered Owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. Such electronic transfer notice shall be effective until such Registered Owner gives the Agency written notice to the contrary.

Section 2.5. Registration, Transfer and Exchange of Note. The Agency covenants that it will, so long as the Note remains outstanding, cause to be kept at the office of the City books for the registration, transfer and exchange of the Note as herein provided. The Note when issued shall be registered in the name of the Registered Owner thereof on the Note Register.

The Agency may deem and treat the person in whose name any Note is registered as the absolute owner of such Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and the Agency shall not be affected by any notice to the contrary.

Section 2.6. Execution, Authentication and Delivery of the Note. The Note, including any Note issued in exchange or as substitution for the Note initially delivered, shall be signed by the manual or facsimile signatures of the officers of the Agency. In case any officer whose signature appears on any Note ceases to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Note. The Agency shall deliver the Note to the Purchaser.

Section 2.7. Mutilated, Destroyed, Lost and Stolen Note. If (a) any mutilated Note is surrendered to the Agency, or the Agency receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Agency such security or indemnity as may be required to save the Agency harmless, then, in the absence of notice to the Agency that such Note has been acquired by a bona fide purchaser, the Agency shall execute, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Agency in its discretion may, instead of issuing a new Note, pay such Note when due.

Upon the issuance of any new Note under this Section, the Agency may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Agency) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Agency.

Section 2.8. Sale of Note. The delivery of the Note to the Purchaser is hereby ratified and confirmed. Delivery of the Note shall be made to the Purchaser as soon as practicable after the adoption of this Resolution.

Section 2.9. Redemption of Note. The Note is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

Section 2.10. Determination of Outstanding Principal Amount of Note. Notwithstanding the amount indicated on the face of the Note, the principal amount of the Note actually outstanding from time to time shall be determined and maintained by the City Finance Director.

ARTICLE III

TERMS AND PAYMENT

Section 3.1. Terms and Payment. The Note shall be issued substantially in the form set forth in **Exhibit A**. The Note shall be dated the date of its initial issuance and delivery, shall become due and shall bear interest as set forth below and on the face of the Note.

On each Note Payment Date, an amount equal to all amounts then on deposit in the Occupation Tax Revenue Fund shall be due and payable, first to interest due and the remainder to principal. To the extent amounts in the Occupation Tax Revenue Fund are insufficient to pay all of the principal of or interest on the Note prior to or on the final Note Payment Date, the final maturity date of the Note shall be extended until such time as all such principal and interest on the Note has been paid in full or until the Registered Owner of the Note surrenders the Note and waives any remaining payment obligations in writing to the Agency.

The Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind.

ARTICLE IV

SECURITY FOR THE NOTE

Section 4.1. Security for the Note. The Note shall be a limited, special obligation of the Agency payable solely from and secured as to the payment of principal and interest, subject to the provisions of **Section 4.2**, by a pledge of the Occupation Tax Revenues and no other moneys, revenues, funds or accounts. Other than the power to impose and collect the Occupation Tax Revenues, the taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

Section 4.2. Pledge of Certain Funds. The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the Occupation Tax Revenue Fund, and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Note. When the Note has been

paid in full and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate.

Section 4.3. No Recourse. Notwithstanding any other provisions of this Resolution, the City shall have no recourse of any kind against the Agency in the event of that the Occupation Tax Revenues are insufficient to pay the principal of or interest on the Note for any reason whatsoever.

ARTICLE V

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 5.1. Creation of Occupation Tax Revenue Fund. There are hereby created and ordered to be established within the treasury of the City the Occupation Tax Revenue Fund (the “**Occupation Tax Revenue Fund**”), which shall be a separate fund.

Such fund shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Agency and the City and shall not be commingled with any other moneys, revenues, funds and accounts of the Agency or of the City. The Occupation Tax Revenue Fund shall be maintained and administered in the manner provided in this Resolution so long as the Note remains outstanding hereunder.

ARTICLE VI

APPLICATION OF REVENUES

Section 6.1. Occupation Tax Revenue Fund. The moneys in the Occupation Tax Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution. The Occupation Tax Revenues shall be determined and collected in the manner provided by law.

All amounts paid and credited to the Occupation Tax Revenue Fund shall be expended and used for the sole purpose of paying the principal of and interest on the Note as and when the same become due on each Note Payment Date or as otherwise provided in **Section 3.1**.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 7.1. Deposit of Moneys. Moneys in each of the fund created by and referred to in this Resolution and held by the Agency or the City shall be continuously and adequately secured as provided by the laws of the State and invested in Permitted Investments.

Section 7.2. Investment of Moneys. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

ARTICLE VIII

ADDITIONAL NOTE

Section 8.1. Additional Note. The Agency covenants and agrees that so long as the Note remains outstanding, the Agency will not issue any additional bonds, notes or debt payable from the Occupation Tax Revenue Fund or any part thereof without the prior written consent of the Registered Owner.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.1. Remedies. The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Agency and the Registered Owner. Subject to the limitations set forth in **Section 9.2**, the Registered Owner shall have the following rights:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Registered Owner against the Agency and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the Agency, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner.

Section 9.2. Remedies Cumulative. No remedy conferred herein upon the Registered Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by the Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Registered Owner, then, and in every such case, the Agency and the Registered Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1. Amendments. The rights and duties of the Agency and the Registered Owner, and the terms and provisions of the Note or of this Resolution, may be amended or modified at any time in any respect by Resolution of the Agency with the written consent of the Registered Owner, such consent to be evidenced by an instrument or instruments executed by the Registered Owner and duly acknowledged, and such instrument shall be filed with the Clerk.

Without notice to or the consent of the Registered Owner, the Agency may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owner.

Every amendment or modification of the provisions of the Note or of this Resolution, to which the consent of the Registered Owner is given, as above provided, shall be expressed in a Resolution adopted by the governing body of the Agency amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental Resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk and shall be made available for inspection by the Registered Owner or a prospective purchaser or owner of the Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Resolution or of this Resolution will be sent by the Clerk to any such Registered Owner or prospective Registered Owner.

Notwithstanding anything to the contrary in this **Section 10.1**, before any Resolution supplementing or amending this Resolution pursuant to this **Section 10.1** shall become effective, there shall have been delivered to the Agency an opinion of Note Counsel stating that such supplemental Resolution is authorized or permitted by this Resolution and the Act, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the Agency in accordance with its terms.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the Resolution of the Agency, duly certified, as well as proof of any required consent to such modification by the Registered Owner. It shall not be necessary to note on any outstanding Note any reference to such amendment or modification.

Section 10.2. Payments Due on Days Other Than Business Days. In any case where the date of maturity of principal of or interest on the Note or the date fixed for prepayment of any Note is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the first succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment, with no adjustment in accrued interest for the period between such prepayment date and such first succeeding Business Day.

Section 10.3. Notices, Consents and Other Instruments by Registered Owner. Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Registered Owner other than the assignment of the Ownership of the Note, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Note, if made in the following manner, shall be

sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Agency with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Note, the amount or amounts, numbers and other identification of the Note, and the date of holding the same shall be proved by the Note Register.

Section 10.4. Further Authority. The officers of the Agency, including the Mayor and the Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Agency's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 10.5. Severability. If any section or other part of this Resolution or the Note is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 10.6. Governing Law. This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 10.7. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

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PASSED AND APPROVED THIS 3rd DAY OF MARCH 2020, BY THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA.

(Seal)

ATTEST:

Mayor

Clerk

EXHIBIT A
[FORM OF NOTE]

**Registered
No. 1**

**Registered
Up to \$78,000,000
(subject to reduction as described herein)**

**UNITED STATES OF AMERICA
STATE OF NEBRASKA

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF LA VISTA

OCCUPATION TAX REVENUE NOTE
(84TH STREET REDEVELOPMENT PROJECT)
SERIES 2020**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Issue Date</u>
8%	November 15, 2060	April 1, 2020

REGISTERED OWNER: CITY OF LA VISTA, NEBRASKA

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

*All capitalized terms used in this Note and not otherwise defined herein shall have the meanings set forth for such terms in the resolution authorizing the issuance of this Note adopted by the Agency on March 3, 2020 (the “**Resolution**”).*

The **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA**, a community development agency pursuant to the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, (the “**Agency**”) for value received, hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount reflected above, or such lesser amount reflected on the books and records of the Agency, upon presentation and surrender hereof at the office of the registrar and paying agent herefor, and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected on the books and records of the Agency at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable on _____ of each year until payment in full of such Principal Amount, beginning _____, 202_, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the Agency on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner’s address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable

in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

Payments hereon shall be due and payable on _____ of each year, beginning on _____, 202__, and ending on November 15, 2060. Payments are to be applied first to interest due and the remainder to principal. The principal and interest payable on this Note on any payment date shall be paid to the person in whose name this Note is registered at the close of business on the 15th day (whether or not a business day) of the calendar month first preceding such payment date (a) by check or draft mailed by the Agency to such Registered Owner, or (b) by electronic transfer to such registered owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to such record date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed. The principal of and interest on this Note shall be payable in lawful money of the United States of America.

This Note is a duly authorized Note of the Agency designated “Occupation Tax Revenue Note (84th Street Redevelopment Project), Series 2020.” The Note is being issued for the purpose of paying a portion of the Project Costs in connection with the Project, and paying costs related to the issuance of the Note, under the authority of and in full compliance with the constitution and laws of the State of Nebraska, including particularly the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended, and pursuant to the Resolution.

The records maintained by the City Finance Director as to the principal amount issued and principal amounts paid on this Note shall be the official records of the Cumulative Outstanding Principal Amount of this Note for all purposes.

At its option, the Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind. The Note is subject to redemption and payment in accordance with the terms and conditions as set forth in the Resolution.

The Note is a special obligation of the Agency payable solely from and secured as to the payment of principal and interest by a pledge of Occupation Tax Revenues deposited in the Occupation Tax Revenue Fund, as more fully provided in the Resolution.

Other than the imposition and collection of the Occupation Tax Revenues, the taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Reference is made to the Resolution for a description of the covenants and agreements made by the Agency with respect to the collection, segregation and application of the Occupation Tax Revenues to pay the Note, the nature and extent of the security for the Note, the rights, duties and obligations of the Agency with respect thereto, and the rights of the Registered Owner thereof.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which the Registered Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the Occupation Tax Revenues pledged to the payment of the principal of and interest on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Registered Owner of this Note; the rights, duties and

obligations of the Agency, the City and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution.

This Note is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

This Note may be transferred and exchanged only upon the Note Register as provided in the Resolution. Upon surrender hereof at the principal office of the Agency, the Agency shall transfer or exchange this Note for a new Note of the same maturity and in the same principal amount as the principal amount outstanding on this Note at such time. The Agency may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until this Note has been executed by the Agency.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Note have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Note, provision has been duly made for the collection and segregation of the Occupation Tax Revenues and for the application of the same as hereinbefore provided.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA, has executed this Note by causing it to be signed by the manual or facsimile signature of the Mayor of the City of La Vista, Nebraska and attested by the manual or facsimile signature of the Clerk of the City of La Vista, Nebraska, and its official seal to be affixed hereto or imprinted hereon.

**COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF LA VISTA, NEBRASKA**

This Note is the Note of the issue described in the within-mentioned Resolution.

By: _____
Mayor

Registration Date: _____, 2020

(Seal)

ATTEST:

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the books kept by the City for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular.

Signature Guaranteed By:

[Name of Eligible Guarantor Institution (as defined by SEC Rule 17Ad-15 (12 CFR 240.17Ad-15) or any similar rule which the City deems appropriate)]

By _____
Title: _____

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ORDINANCE NO.

AN ORDINANCE PROVIDING FOR INITIAL GENERAL BUSINESS OCCUPATION TAXES AND ENHANCED EMPLOYMENT AREA OF THE 84TH STREET REDEVELOPMENT AREA; REPEALING CONFLICTING ORDINANCES AND PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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

Section 1. Findings and Determinations. The Mayor and City Council hereby find, determine, declare, adopt, and approve as follows:

- A. Pursuant to the Community Development Law set forth in Sections 18-2101 et seq of Nebraska Statutes ("Act"), including without limitation Neb. Rev. Stat. Section 18-2142.02, and section 113.30 of the La Vista Municipal Code, the City is authorized to levy a general business occupation tax ("GBOT") upon the businesses and users of space within an enhanced employment area for the purpose of paying all or any part of the costs and expenses of any redevelopment project within such enhanced employment area, based on a reasonable classification of businesses, users of space, or kinds of transaction for purposes of imposing such tax.
 1. An enhanced employment area as defined in Neb. Rev. Stat. Section 18-2103(22) includes an area up to 600 acres within a community redevelopment area which is designated by the La Vista Community Development Agency ("Agency") as eligible for the imposition of an occupation tax.
 - a. A community redevelopment area pursuant to Neb. Rev. Stat. Section 18-2103(20) is a substandard and blighted area which the Agency designates as appropriate for a renewal project.
 - b. The City Council in 2012 designated the 84th Street Redevelopment Area as a substandard and blighted area, and the Agency in initially recommending and adopting the Redevelopment Plan "84th Street Redevelopment Area" in 2013 ("Redevelopment Plan") designated the 84th Street Redevelopment Area as appropriate for one or more renewal projects, making it a community redevelopment area, which designation the Agency ratified and affirmed in connection with its approval and recommendation of Amendment No. 1 to the Redevelopment Plan ("Amendment No. 1"). The Agency, in recommending and adopting Amendment No. 1, further designated the 84th Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of occupation taxes, to be carried out in one or more actions, enhanced employment areas, occupation taxes, levies or rates as determined by the City from time to time.
 2. A redevelopment project is any work or undertaking described in Neb. Rev. Stat. Section 18-2103(12), in one or more community redevelopment areas. Amendment No. 1 as approved by the City included initial Mixed Use Redevelopment Project and Public Improvement Redevelopment Project (together "Projects") within the community development area comprised of the 84th Street Redevelopment Area, which Projects constitute works, undertakings and redevelopment projects pursuant to Neb. Rev. Stat. Section 18-2103(12) to eliminate and prevent recurrence of the substandard and blighted area for the benefit of the City and its residents, businesses, owners, and users of space, including without limitation those in and around the 84th Street Redevelopment Area.
- C. An Agency, pursuant to Neb. Rev. Stat. Section 18-2107(14), is authorized to agree with the City Council for the imposition of an occupation tax for an enhanced employment area pursuant to Neb. Rev. Stat. Section 18-2142.02. The Agency in recommending, and the City Council in approving, Amendment No. 1, agreed to imposition of occupation taxes pursuant to Neb. Rev. Stat. Section 18-2142.02 within boundaries of one or more enhanced employment areas up to the entire 84th Street Redevelopment Area as determined by the City.
- D. It is necessary, desirable, advisable, and in the best interests of the City that an initial enhanced employment area be designated and initial general business

occupation tax be imposed on certain businesses and users of space within parts of the community development area comprised of the 84th Street Redevelopment Area for the purpose of paying costs and expenses of redevelopment projects within such area.

- E. An initial enhanced employment area within the 84th Street Redevelopment Area is proposed as described below as 84th Street Enhanced Employment Area 1 or Enhanced Employment Area 1. Redeveloper consented to such designation, which consent will be recorded with respect to redeveloper real estate and shall be binding upon all future owners of such real estate. City Administrator or her designee, based on information Redeveloper provided, advised that new investment within areas included in 84th Street Enhanced Employment Area 1 will satisfy minimum requirements of Neb. Rev. Stat. Section 18-2116(2), which determination is ratified, affirmed, adopted, and approved.
- F. Imposition of an initial general business occupation tax pursuant to Neb. Rev. Stat. Section 18-2142.02 and Municipal Code Section 113.30 is proposed on Event Venue Businesses and Retail Sales Businesses within proposed 84th Street Enhanced Employment Area 1. Event Venue Businesses and Retail Sales Businesses, as described below, are reasonable classifications of businesses, users of space, or kinds of transactions for purposes of the initial general business occupation tax within such area pursuant to this Ordinance.

Section 2. DESIGNATION OF INITIAL ENHANCED EMPLOYMENT AREA. An initial enhanced employment area within the 84th Street Redevelopment Area is hereby designated, established and approved as an initial enhanced employment area within the 84th Street Redevelopment Area, the boundaries of which shall be as follows ("84th Street Enhanced Employment Area 1" or "Enhanced Employment Area 1"):

A TRACT OF LAND LOCATED IN PART OF THE WEST HALF OF SECTION 14 AND THE EAST HALF OF SECTION 15 BOTH IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 14, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE ON THE SOUTH LINE OF SAID SECTION 15 ON AN ASSUMED BEARING OF S87°26'31"W, 145.43 FEET; THENCE N02°33'29"W, 79.12 FEET TO A POINT INTERSECTING THE NORTH RIGHT-OF-WAY LINE OF GILES ROAD AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N02°08'01"W, 1157.96 FEET TO A POINT INTERSECTING SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF BRENTWOOD DRIVE; (2) N02°26'33"W, 100.00 FEET TO A POINT INTERSECTING SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF SAID BRENTWOOD DRIVE; (3) N02°17'47"W, 1310.78 FEET TO THE SOUTHEAST CORNER OF LOT 13, PARK VIEW HEIGHTS, A PLATTED AND RECORDED SUBDIVISION IN SAID WEST HALF OF SECTION 15; THENCE ON THE PROPERTY LINE OF SAID LOT 13, PARK VIEW HEIGHTS FOR THE FOLLOWING TEN (10) DESCRIBED COURSES: (1) S87°20'51"W, 878.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, PARKVIEW HEIGHTS; (2) N02°39'15"W, 297.01 FEET; (3) N53°48'51"W, 40.56 FEET TO THE NORTHEAST CORNER OF LOT 12, SAID PARK VIEW HEIGHTS; (4) AND ON THE NORTH LINE OF SAID LOT 12, PARK VIEW HEIGHTS S76°32'34"W, 106.60 FEET TO THE NORTHWEST CORNER OF SAID LOT 12, PARKVIEW HEIGHTS, SAID CORNER ALSO BEING A POINT OF CURVATURE ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 87TH STREET; (5) ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 87TH STREET ON A 920.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 285.18 FEET (LONG CHORD BEARS N22°20'15"W, 284.04 FEET) TO A POINT OF CURVATURE INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD AND SAID EAST RIGHT-OF-WAY LINE OF

SOUTH 87TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD; (6) AND ON SAID SOUTH RIGHT OF WAY LINE OF PARK VIEW BOULEVARD ON A 395.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 34.16 FEET (LONG CHORD BEARS N51°34'30"E, 34.14 FEET) TO THE NORTHWEST CORNER OF SAID LOT 13, PARK VIEW HEIGHTS; (7) S53°48'51"E, 70.00 FEET; (8) S66°23'29"E, 266.38 FEET; (9) S76°34'35"E, 354.35 FEET; (10) N87°20'20"E, 448.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 13, PARK VIEW HEIGHTS, SAID POINT ALSO BEING ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET; THENCE ON SAID WEST RIGHT-OF -WAY LINE OF SOUTH 84TH STREET N02°50'02"W, 1145.76 FEET TO THE NORTHEAST CORNER OF LOT 16A3A, PARK VIEW HEIGHTS, SAID CORNER ALSO BEING A POINT INTERSECTING SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD S87°09'44"W, 43.00 FEET; THENCE N02°52'29"W, 487.53 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PLAZA BOULEVARD, SAID POINT ALSO BEING THE SOUTH LINE OF LOT 159C, SAID PARK VIEW HEIGHTS; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF PLAZA BOULEVARD N87°07'31"E, 42.82 FEET TO THE SOUTHEAST CORNER OF SAID LOT 159C, PARK VIEW HEIGHTS, SAID CORNER ALSO BEING A POINT INTERSECTING SAID NORTH RIGHT-OF-WAY LINE OF PLAZA BOULEVARD AND SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET N02°53'18"W, 683.60 FEET TO A POINT ON THE NORTH LINE OF SECTION 15; THENCE ON SAID NORTH LINE OF SECTION 15 N87°24'22"E, 145.04 FEET TO THE NORTHEAST CORNER OF SAID SECTION 15, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 14; THENCE ON THE NORTH LINE OF SAID SECTION 14 N87°13'03"E, 173.02 FEET; THENCE S02°46'57"E, 50.10 FEET TO A POINT INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET AND THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 84TH STREET, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 1, PARSLEY PLACE, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET FOR THE FOLLOWING FOUR (4) DESCRIBED COURSES: (1) S43°01'11"W, 142.11 FEET; (2) S01°46'17"E, 936.23 FEET TO A POINT INTERSECTING SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF SAID PARK VIEW BOULEVARD, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 1, HOGAN MURPHY PARTNERSHIP ADDITION, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 14; (3) S03°06'55"E, 89.66 FEET TO A POINT INTERSECTING SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET AND SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW HEIGHTS, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 1354, LA VISTA, A PLATTED AND RECORDED SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 14; (4) S02°04'54"E, 281.02' TO THE SOUTHWEST CORNER OF SAID LOT 1354, LA VISTA; THENCE ON THE SOUTH LINE OF SAID LOT 1354, LA VISTA N87°21'18"E, 139.23 FEET TO A POINT OF CURVATURE, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1354, LA VISTA; THENCE ON THE EAST LINE OF SAID LOT 1354, LA VISTA FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) ON A 675.56 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 171.44 FEET (LONG CHORD BEARS N13°59'15"E, 170.98 FEET TO A POINT OF REVERSE CURVATURE; (2) ON A 290.59 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 120.48 FEET (LONG CHORD BEARS N09°15'52"E, 119.62 FEET TO THE NORTHEAST CORNER OF SAID LOT 1354, LA VISTA, SAID CORNER ALSO BEING ON THE WEST LINE OF PART OF TAX LOT 12 IN SAID WEST HALF OF SECTION 14, SAID CORNER ALSO BEING ON SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD FOR THE FOLLOWING TWO (2)

DESCRIBED COURSES: (1) N04°12'26"W, 5.00 FEET TO THE NORTHWEST CORNER OF SAID PART OF TAX LOT 12; (2) N87°25'37"E, 170.40 FEET TO THE NORTHEAST CORNER OF SAID PART OF TAX LOT 12; THENCE ON THE EAST LINE OF SAID PART OF TAX LOT 12 FOR THE FOLLOWING TEN (10) DESCRIBED COURSES: (1) S01°31'54"E, 233.44 FEET; (2) S44°18'08"E, 870.35 FEET TO THE SOUTHWEST CORNER OF LOT 1339, SAID LA VISTA, TO A POINT OF CURVATURE; (3) ON THE SOUTH LINE OF SAID LOT 1339 ON A 180.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 55.92 FEET (LONG CHORD BEARS N54°44'24"E, 55.70 FEET); (4) CONTINUING ON SAID SOUTH LINE OF LOT 1339 N45°23'01"E, 70.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1339, LA VISTA, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF VALLEY ROAD; (5) N70°36'55"E, 55.18 FEET TO THE SOUTHWEST CORNER OF LOT 1312, SAID LA VISTA, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF VALLEY ROAD; (6) ON THE SOUTH LINE OF SAID LOT 1312, LA VISTA N46°10'41"E, 109.94 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1312, LA VISTA; (7) S44°17'22"E, 604.78 FEET TO THE SOUTHWEST CORNER OF LOT 1301, LA VISTA, SAID CORNER ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SOUTH 78TH STREET; (8) S18°01'40"E, 33.70 FEET; (9) S44°17'20"E, 163.60 FEET; (10) S24°23'26"E, 106.70 FEET TO THE SOUTHWEST CORNER OF LOT 883, SAID LA VISTA; THENCE ON THE SOUTH LINE OF SAID LOT 883, LA VISTA N62°00'29"E, 130.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 883, LA VISTA, TO A POINT OF CURVATURE, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD; THENCE ON A 770.10 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 205.19 FEET (LONG CHORD BEARS S33°12'28"E, 204.58 FEET TO THE NORTHEAST CORNER OF LOT 887, SAID LA VISTA; THENCE ON THE NORTH LINE OF SAID LOT 887, LA VISTA S45°26'42"W, 138.73 FEET TO THE NORTHWEST CORNER OF SAID LOT 887, LA VISTA; THENCE S44°34'13"E, 701.84 FEET TO A POINT OF CURVATURE; THENCE ON A 802.72 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 223.66 FEET (LONG CHORD BEARS S52°33'08"E, 222.94 FEET) TO THE SOUTHEAST CORNER OF TAX LOT 13, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 901, SAID LA VISTA, SAID CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF EDGEWATER BOULEVARD; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF EDGEWATER BOULEVARD FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) S25°38'39"W, 189.83 FEET TO A POINT OF CURVATURE; (2) ON A 813.58 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 177.49 FEET (LONG CHORD BEARS S31°53'38"W, 177.14 FEET); (3) S38°10'24"W, 89.63 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 13, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 64, BRIARWOOD, A PLATTED AND RECORDED SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14; THENCE ON THE WEST LINE OF SAID TAX LOT 13 FOR THE FOLLOWING ELEVEN (11) DESCRIBED COURSES: (1) N44°33'36"W, 419.01 FEET TO THE NORTHEAST CORNER OF LOT 59, SAID BRIARWOOD; (2) N49°03'53"W, 79.34 FEET TO THE NORTHEAST CORNER OF LOT 58, SAID BRIARWOOD; (3) N62°33'23"W, 79.53 FEET TO THE NORTHEAST CORNER OF LOT 57, SAID BRIARWOOD; (4) N74°33'19"W, 79.53 FEET TO THE NORTHWEST CORNER OF LOT 56, SAID BRIARWOOD; (5) N88°02'50"W, 79.34 FEET TO THE NORTHWEST CORNER OF LOT 55, SAID BRIARWOOD; (6) S87°26'54"W, 130.00 FEET TO THE NORTHWEST CORNER OF OUTLOT 3, SAID BRIARWOOD; (7) N02°33'06"W, 41.12 FEET TO THE NORTHEAST CORNER OF LOT 51, SAID BRIARWOOD; (8) N16°59'21"W, 85.95 FEET TO THE NORTHEAST CORNER OF LOT 50, SAID BRIARWOOD; (9) N14°23'31"W, 107.46 FEET TO THE NORTHEAST CORNER OF LOT 49, SAID BRIARWOOD; (10) S87°23'06"W, 161.36 FEET TO THE SOUTHEAST CORNER OF LOT 45, SAID BRIARWOOD; (11) N02°44'58"W, 357.91 FEET TO A CORNER OF LOT 40, SAID BRIARWOOD; THENCE ON THE SOUTH LINE OF SAID PART OF TAX LOT 12 FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) N44°34'52"W, 242.04 FEET TO A CORNER

OF LOT 38, SAID BRIARWOOD, SAID CORNER ALSO BEING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14; (2) ON SAID SOUTH LINE OF THE NORTHWEST QUARTER S87°29'05"W, 386.87 FEET TO A CORNER OF LOT 34, SAID BRIARWOOD, SAID CORNER ALSO BEING ON THE WEST LINE OF LOT 14, LA VISTA CITY CENTRE, A PLATTED AND RECORDED SUBDIVISION IN THE SAID WEST HALF OF SECTION 14; THENCE S02°33'02"E, 1794.49 FEET TO THE SOUTHEAST CORNER OF OUTLOT C, SAID LA VISTA CITY CENTRE; THENCE ON THE SOUTH LINE OF SAID OUTLOT C, LA VISTA CITY CENTRE S87°27'29"W, 610.91 FEET; THENCE S02°32'31"E, 547.70 FEET; THENCE N87°27'29"E, 95.49 FEET TO A POINT OF CURVATURE; THENCE ON A 106.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 166.66 FEET (LONG CHORD BEARS S47°30'02"E, 150.02 FEET; THENCE S02°27'31"E, 21.93 FEET TO A POINT OF CURVATURE ON THE EAST LINE OF LOT 4, WILTHAM PLACE REPLAT 1, A PLATTED AND RECORDED SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 14; THENCE ON A 470.50 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 130.16 FEET (LONG CHORD BEARS S05°30'56"W, 129.75 FEET) TO THE SOUTHEAST CORNER OF SAID LOT 4, WILTHAM PLACE REPLAT 1, SAID CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF GILES ROAD; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF GILES ROAD S87°32'29"W, 33.00 FEET; THENCE N02°27'31"W, 193.72 FEET TO A POINT OF CURVATURE; THENCE ON A 70.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 38.20 FEET (LONG CHORD BEARS N47°19'20"W, 37.73 FEET); THENCE S87°27'29"W, 159.98 FEET; THENCE N02°32'31"W, 583.71 FEET TO A POINT ON THE NORTH LINE OF LOT 3, SAID WILTHAM PLACE REPLAT 1; THENCE ON SAID NORTH LINE OF LOT 3, WILTHAM PLACE REPLAT 1 S87°27'29"W, 188.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, WILTHAM PLACE REPLAT 1, SAID CORNER ALSO BEING ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 84TH STREET FOR THE FOLLOWING SEVEN (7) DESCRIBED COURSES: (1) S02°27'02"E, 37.18 FEET; (2) S09°08'40"E, 132.73 FEET; (3) S02°37'19"W, 168.73 FEET; (4) S02°32'24"E, 55.60 FEET; (5) S02°35'44"E, 156.04 FEET; (6) S02°27'16"E, 88.34 FEET; (7) S15°45'55"E, 140.41 FEET TO THE SOUTHWEST CORNER OF LOT 1, WILTHAM PLACE, A PLATTED AND RECORDED SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 14; THENCE S02°29'13"E, 80.08 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 14; THENCE ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 14 S87°30'47"W, 70.92 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 5,068,281.98 SQUARE FEET OF 116.352 ACRES, MORE OR LESS.

Section 3. CLASSIFICATIONS OF BUSINESSES, USERS OF SPACE, OR KINDS OF TRANSACTIONS. The following classifications of businesses, users of space, or kinds of transactions are found and determined to be reasonable and hereby established for purposes of imposing and levying the initial general business occupation tax on businesses and users of space within Enhanced Employment Area 1 pursuant to this Ordinance:

- A. Event Business, which means presenting, producing, or otherwise providing, offering or engaging in any performances, functions, events, or activities for admissions, fees, or other consideration within Enhanced Employment Area 1; and
- B. Retail Sales Business, which means engaging in retail sales within Enhanced Employment Area 1, as "retail sales" is defined in the Nebraska Revenue Act of 1967, as amended from time to time.

If a business or user of space engages in more than one Event Business or Retail Sales Business within Enhanced Employment Area 1, the Area 1 GBOT shall apply and be determined and due and owing to the City with respect to each Event Business or Retail Sales Business.

Section 4. GENERAL BUSINESS OCCUPATION TAX LEVY

A. On and after the Effective Date, the City, in addition to any other applicable occupation, sales or other taxes imposed by the City from time to time, hereby imposes and levies the following general business occupation tax ("84th Street Enhanced Employment Area 1 GBOT" or "Area 1 GBOT") on all persons engaged in an Event Business or a Retail Sales Business within 84th Street Enhanced Employment Area 1, the amount of which Area 1 GBOT shall be determined as follows:

<u>Classification of Business</u>	<u>Area 1 GBOT Rate</u>
Event Business	Area 1 GBOT shall be calculated as 3.5% of total gross receipts derived by the taxpayer from the Event Business, including without limitation, all ticket sales, admissions, fees, event space or related personal property rentals, or other consideration ("Event Business Gross Receipts"), and
Retail Sales Business	Area 1 GBOT shall be calculated as 1.5% of total gross receipts derived by the taxpayer from the Retail Sales Business;

Provided, however, the Area 1 GBOT of an Event Business or Retail Sales Business shall be subject to the following conditions:

1. Gross receipts for purposes of determining the amount of any occupation taxes of any Event Business or Retail Sales Business pursuant to this Ordinance shall mean the total amount of receipts, revenues, consideration, donations, contributions, or monetary charges of any nature received without any deduction on account of expenses, taxes, or other costs. Provided, however, gross receipts shall exclude:
 - a. The amount of gross receipts from any sale or lease of any equipment or other tangible personal property in connection with construction of buildings or other improvements to real estate located within Enhanced Employment Area 1;
 - b. The amount of gross receipts from food or beverages sales that is included for purposes of calculating the amount of occupation tax of a Restaurant or Drinking Place pursuant to Code Section 113.10. Any such Restaurant or Drinking Place shall pay the Restaurants and Drinking Places Occupation Tax rather than the Area 1 GBOT with respect to such gross receipts. In addition, gross receipts for purposes of the Area 1 GBOT also shall exclude the amount of any gross receipts that Section 113.10 provides shall be excluded for purposes of calculating the occupation tax on Restaurants and Drinking Places;
 - c. The amount of gross receipts from hotel or motel room rentals that are included for purposes of calculating the amount of lodging occupation tax due and owing to the City ("Hotel/Motel Occupation Tax"). Any such business shall pay the Hotel/Motel Occupation Tax rather than the Area 1 GBOT with respect to such gross receipts.
 - d. The amount of any gross receipts that are exempt or otherwise not subject to Nebraska sales and use taxes under the Nebraska Revenue Act of 1967, as amended from time to time.
2. Gross receipts for purpose of calculating the Retail Sales Business occupation tax shall exclude any
 - a. Event Business Gross Receipts that are included for purposes of calculating the Area 1 GBOT on the Event Business,
 - b. Gross receipts that are included for purposes of calculating any occupation tax or franchise fee payable to the City for engaging in any cable television, telecommunications services, other communications services, or utilities business pursuant to a franchise or right of way agreement with the City, and

- c. Gross receipts of the City's keno lottery collected by the City's keno lottery operator or its designee pursuant to a lottery operator agreement with the City.
- 3. The City or Agency at any time shall be authorized to increase any Area 1 GBOT Rate if proceeds from the Area 1 GBOT are insufficient to pay debt service of any bonds or refunding bonds that identify the Area 1 GBOT as an available source of payment, without obtaining further consent, agreement, or approval of any other party.
- 4. In addition to provisions of this Ordinance, the Area 1 GBOT will be levied and payable at such times and subject to applicable provisions, terms or conditions of Nebraska Statutes or the Municipal Code or other ordinances, resolutions, regulations, policies, guidance, agreements, documents, or instruments of the City or La Vista Community Development Agency as may be adopted, enacted, implemented, or amended from time to time, including without limitation Municipal Code Section 113.30.
- 5. If any Event Business or Retail Sales Business on the Effective Date is operating from any permanent location and improvements within the following described area, and such operations, location and improvements of such Event Business or Retail Sales Business continue after the Effective Date without material modification, imposition of the Area 1 GBOT pursuant to this Ordinance shall be subject to such owner or operator consent of such Event Business, Retail Sales Business, location, or improvements in form and content satisfactory to the City Administrator or the City Administrator's designee:

LOT 2 LA VISTA CITY CENTRE

The Agency and City Council agree to imposition of the Area 1 GBOT within 84th Street Enhanced Employment Area 1. The tax imposed by this Ordinance is a tax on the taxpayer for the privilege of engaging in the particular occupations within Enhanced Employment Area 1 of the City.

- B. **Use of Proceeds.** Proceeds of the Area 1 GBOT shall be deposited in a separate fund established by the City and used to pay all or any part of the costs and expenses of any redevelopment project as approved or modified from time to time within 84th Street Enhanced Employment Area 1, including without limitation, all costs and expenses of the City or Agency in connection with payment, funding, refunding, reimbursing, financing, or refinancing of any costs or expenses previously, currently, or in the future incurred or paid by the City or Agency for or in connection with planning, designing, engineering, legal services, financing, capitalized interest, demolition, development, site acquisition, grading, preparation, utilities, relocations, improvements, construction, maintenance, operations, repairs, replacements, or any other works, expenditures, or undertakings with respect to the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended from time to time. Proceeds of any such taxes shall be pledged or used in such manner as specified or approved from time to time by the City Council or City Administrator, or its or her designee.
- C. **Effective Date; Term.** The Area 1 GBOT shall commence April 1, 2020 ("Effective Date") at 4:00 a.m. and continue and remain in effect until November 15, 2060, unless otherwise specified in the City's Master Fee Ordinance or modified, extended, revoked or superseded by the Mayor and City Council; provided, however, the Area 1 GBOT shall not terminate and such tax shall continue in effect so long as any bonds are outstanding which were issued stating such occupation tax as an available source for payment.

Section 5. REPEAL OF CONFLICTING PROVISIONS. Any part of any previously enacted ordinance that conflicts with any part of this Ordinance is hereby repealed.

Section 6. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 7. **PUBLICATION AND EFFECTIVE DATE OF ORDINANCE.** This Ordinance shall be published and shall be in force and take effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
APPROVE ISSUANCE OF ECONOMIC DEVELOPMENT PROGRAM BONDS	◆ RESOLUTION (1)	RITA RAMIREZ
APPROVE APPLICATION - ECONOMIC DEVELOPMENT PROGRAM	◆ ORDINANCE (1) RECEIVE/FILE	ASSISTANT CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

SYNOPSIS

An ordinance has been prepared to approve an application from City Centre Music Venue, LLC for a grant from the City’s Economic Development Program in the amount of \$3 million for the development and construction of a state of the art, indoor/outdoor live performance venue.

A proposed resolution would authorize issuance of bonds payable from the Economic Development Fund in a maximum principal amount of \$3,100,000 in order to provide funds for the grant authorized by the Grant Ordinance being considered by the Council.

FISCAL IMPACT

The FY19/20 Biennial Budget provides funding authority for the grant.

RECOMMENDATION

Approval.

BACKGROUND

In 2003 the voters of La Vista approved the establishment of an economic development program, giving the City flexibility to respond to desirable opportunities for community or economic development using funds raised from local sources of revenue to provide incentives or investment in the La Vista community.

City Centre Music Venue, LLC has submitted an application and request for Program benefits for a proposed state of the art, indoor/outdoor live performance venue and related facilities in La Vista City Centre, located in the 84th Street Redevelopment Area. Applicant is requesting a \$3 million grant for development and construction of said event center.

The application has been reviewed by the Economic Development Program Administrator and referred to the Application Review Committee for review and recommendation. The Program Administrator additionally sought the advice/recommendation of the Citizen Advisory Review Committee. A copy of the application was also provided to Stone Planning, LLC, the City’s consultant specializing in assessing and advising municipalities regarding such developments. The consultant concluded that the project described in the application is an excellent opportunity for the City.

The Application Review Committee has recommended approval of the application and that said application be submitted to the City Council for consideration of approval and funding. The Citizen Advisory Review Committee ratified and adopted the Application Review Committee's recommendation.

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ORDINANCE NO.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL, LA VISTA, NEBRASKA, TO APPROVE APPLICATION OF CITY CENTRE MUSIC VENUE, LLC UNDER THE CITY OF LA VISTA ECONOMIC DEVELOPMENT PROGRAM; TO MAKE CERTAIN FINDINGS; TO APPROVE RECOMMENDATIONS AND \$3.0 MILLION ECONOMIC DEVELOPMENT PROGRAM GRANT; TO SPECIFY CERTAIN CONDITIONS AND AUTHORIZE FURTHER ACTIONS IN CONNECTION WITH SUCH GRANT; AND TO PROVIDE FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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

SECTION 1. Findings. The Mayor and City Council find, determine, ratify, affirm and approve the following:

1. The Nebraska Legislature made the following findings in Neb. Rev. Stat. Section 18-2702:
 - a. There is a high degree of competition among states and municipalities in our nation in their effort to provide incentives for businesses to expand or to locate in their respective jurisdictions;
 - b. Municipalities in Nebraska are hampered in their efforts to effectively compete because of their inability under Nebraska law to respond quickly to opportunities or to raise sufficient capital from local sources to provide incentives for the provision of new services or business location or expansion decisions which are tailored to meet the needs of the community;
 - c. The ability of a municipality to encourage the provision of new services or business location and expansion has a direct impact not only upon the economic well-being of the community and its residents but upon the whole state as well; and
 - d. There is a need to provide Nebraska municipalities with the opportunity of providing assistance to business enterprises in their communities, whether for expansion of existing operations, the creation of new businesses, or the provision of new services, by the use of funds raised by local taxation when the voters in the municipality determine that it is in the best interest of their community to do so.
2. Based on these findings, the Legislature enacted the Local Option Municipal Economic Development Act ("Act"), Neb. Rev. Stat. Sections 18-2701 to 18-2738, in 1991, allowing municipalities including cities of the first class in Nebraska to establish economic development programs and use local sources of revenue for financial assistance to qualifying businesses upon voter approval.
3. The voters of La Vista approved the proposed economic development program by a majority affirmative vote of registered voters voting at a special election held September 30, 2003.
4. In accordance with said voter approval, the Mayor and City Council subsequently established the economic development program as codified in La Vista Municipal Code Sections 117.01 et seq. ("La Vista Economic Development Program"). In establishing the La Vista Economic Development Program, the Mayor and City Council stated the purpose of the Economic Development Program as giving the City flexibility to quickly respond to desirable opportunities for community or economic development using funds raised from local sources of revenue to provide incentives or investment in the La Vista community or its infrastructure for the location or expansion of services or businesses or rehabilitation of residential neighborhoods in or near the City.
5. Neb. Rev. Stat. Section 18-2738 provides that the powers conferred by the Act shall be in addition and supplemental to the powers conferred by any other law and shall be independent of and in addition to any other provisions of the law of Nebraska, including the Community Development Law.

6. Neb. Rev. Stat. Section 18-2738 further provides that the Act and all grants of power, authority, rights, or discretion to the City under the Act shall be liberally construed, and all incidental powers necessary to carry the Act into effect are expressly granted to and conferred upon the City.
7. Section 117.14 of the La Vista Economic Development Program provides broad authority for the City to provide financial assistance to qualifying businesses, including grants.
8. City Centre Music Venue, LLC, on behalf of itself and affiliated Astro Theater, LLC, (Applicant") submitted an application and request for Program benefits ("Application") for a proposed state of the art, best in market specialty indoor/outdoor live performance venue and related facilities in La Vista City Centre of the 84th Street Redevelopment Area, constructed and operated at a scale and in a manner to bring new performers to the market and attract visitors to the City ("Event Center"). Total estimated cost to design, construct, acquire, and equip the proposed project is \$22.6 million. Applicant requests the City provide a \$3.0 million grant for development, construction, acquisition, and equipping of the Event Center ("Grant"). Applicant will directly pay or finance all remaining costs of the project. The City would not have any responsibility with respect to the Event Center, including without limitation, its construction, equipping, upkeep, maintenance, repairs, or replacement. Applicant, as a condition of the Grant, agrees that the Event Center and related parking in perpetuity will be available for use or events of the City or its designee ("Right of Use") each calendar year on days when other events are not previously scheduled for events of Applicant, for a total of not less than ten days per year, fully staffed by Applicant and at no cost or expense to City or its designee, except actual costs of entertainment and labor, and no markup or profit. If ticket services are used for such events, Applicant will provide ticket services at no cost or additional charge to City, its designee, or attendees. Such City Right of Use will be subject to any additional requirements specified in connection with the grant or as agreed in writing by the City and Applicant.
9. The Program Administrator of the La Vista Economic Development Program made a preliminary determination that the Application appeared to be viable pursuant to La Vista Municipal Code Section 117.16(B), in part based on the following:
 - The Applicant is a qualifying business and eligible under the La Vista Economic Development Program. The Application states that the Applicant is a limited liability company which, upon opening of the Event Center, derives its principal source of income from tourism-related activities, and any employment related requirements will be satisfied. Consequently, the Applicant is eligible under the La Vista Economic Development Program;
 - The proposed grant and activities are eligible under the La Vista Economic Development Program;
 - The Application indicates that the Applicant does not have any actual or potential legal actions or other risks that may significantly impact its ability to perform; and
 - The Applicant has complied with application requirements to the satisfaction of the Program Administrator.
10. The Program Administrator, pursuant to La Vista Municipal Code Section 117.16(C), referred the Application to the Application Review Committee for review and for the Committee to perform responsibilities under the Economic Development Program. The Program Administrator also sought advice of the Citizen Advisory Review Committee to the Mayor and City Council. A copy of the Application also was provided to Stone Consulting ("City Consultant"), the City's consultant which specializes in assessing and advising municipalities regarding such developments, for analysis and feedback. In summary, the City Consultant concluded that the project described in the application is an excellent opportunity for the City. Presented at this meeting is a copy of the Program Administrator's Memorandum presented at the meetings of the Application Review Committee and Citizen Advisory Review Committee with respect to the proposed project described in the Application. .

11. The Application Review Committee reviewed the Application, any supplemental financial or other information furnished, the above-referenced Memorandum, and City Consultant findings, and provided any recommendations to the Program Administrator concerning negotiations with the Applicant and whether any further information, assurances, certifications, requirements or guarantees from the Applicant are desired. Once the Committee completed its review, and following any additional negotiations by the Program Administrator, the Application Review Committee, based on its review of the Application and other information provided, found and determined that the Applicant under the Application demonstrated to the satisfaction of the Application Review Committee:
 - The Applicant's eligibility for funding under the La Vista Economic Development Program;
 - That the type and amount of assistance requested in the Application is appropriate and desirable for the City;
 - A desirable level, type and quality of public benefit to the City or its residents from the Applicant's proposed use of the funding; and
 - That the timing, type, magnitude and probability of public benefit that is likely to be achieved from the funding is reasonable and efficient in relation to the cost of funding provided.
12. The Application Review Committee recommended approval of the Application; and that said Application be submitted to the La Vista City Council for consideration of approval and funding ("Application Review Committee Recommendation"); subject, to the following conditions to the satisfaction of the Program Administrator or her designee ("Conditions"):
 - a. Submittal, satisfaction, or waiver of any additional information or requirements as Program Administrator determines advisable to the satisfaction of the Program Administrator;
 - b. Applicant indicated in the Application that Applicant will directly pay or finance through a third-party lender all costs of constructing and acquiring the facilities, except as provided by the proposed City grant. The Program Administrator or the Program Administrator's designee shall confirm appropriate documentation evidencing negotiations with one or more primary lenders for financing construction of the Event Center and the terms on which said financing will be provided. Applicant shall update said documentation from time to time for any material changes or as otherwise required by the Program Administrator;
 - c. Such further due diligence, information, assurances, certifications, requirements or guarantees from Applicant as Program Administrator from time to time may determine necessary or appropriate; and
 - d. Grant receipt in form and content satisfactory to the Program Administrator.
13. The Citizen Advisory Review Committee ratified and adopted the Application Review Committee Recommendation and recommended to the Mayor and City Council that the Application be approved and funded, subject to any terms or conditions as the Mayor, City Council, Program Administrator, or any designee of any of them determines necessary or appropriate.
14. The City Council agrees with the findings, determinations, conclusions and recommendations of the Program Administrator, Application Review Committee, and Citizen Advisory Review Committee with respect to the Application.
15. The City Council finds and determines that the Application and the Applicant thereunder, have satisfied all applicable requirements, including requirements of the La Vista Economic Development Program.
16. The City Council desires to accept and approve the recommendation of the Program Administrator and Committees and take further actions with respect to the Application, subject to such conditions as set forth below.

SECTION 2. Approval. The Mayor and City Council hereby approve the following, subject to the conditions specified in this Section or Section 3 below:

1. All findings, determinations, conclusions, proceedings, actions and recommendations of the Program Administrator, Application Review Committee, and Citizen Advisory Review Committee with respect to the Application are hereby ratified, affirmed, adopted and approved.
2. The Application Review Committee and Citizen Advisory Review Committee recommendations of approval of the Application are hereby accepted, adopted and approved; and said Application is hereby approved..
3. The Application and \$3.0 million Grant requested in the Application are hereby approved.

SECTION 3. Conditions. Actions and approvals contained in this Ordinance, including, but not limited to, approval and disbursements of the Grant, shall be subject to the following conditions:

1. City Right of Use of the Event Center in perpetuity;
2. Conditions set forth in Section 1;
3. Commitment of a third party lender and private funds on satisfactory terms for Applicant to acquire, develop, construct, equip, and complete the Event Center ("Applicant Commitments");
4. Approval, closing, issuance and availability of proceeds of any City bond or other financing to provide the Grant;
5. Closing and funding of Applicant Commitments to the satisfaction of Program Administrator or Program Administrator's designee;
6. Commencement and diligently proceeding to completion of construction and equipping the Event Center;
7. Execution or delivery of such receipts, agreements, instruments, or other documents, information, or requirements as the Program Administrator or Program Administrator's designee determines necessary or appropriate in connection with the Grant or any Grant disbursement;
8. Performance of applicable terms, conditions, and requirements of all agreements, documents, and instruments of the Agency or City to which Applicant or any affiliated entity is a party or bound, including without limitation, Astro Theater, LLC, La Vista City Centre, LLC, City Centre I, LLC, or E&W, LLC; and
9. Such further information, assurances, certifications, requirements of Applicant as the Program Administrator or Program Administrator's designee from time to time may determine necessary or appropriate.

SECTION 4. Authorization of Further Actions. The Mayor, City Administrator, City Engineer, City Clerk, and any designee of any of the foregoing, each shall be authorized to take such further actions, including without limitation executing documents and instruments, as he or she determines necessary or appropriate to carry out the actions approved in this Ordinance.

SECTION 5. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 6. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication in accordance with applicable law.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE ISSUANCE OF ECONOMIC DEVELOPMENT FUND BONDS OF THE CITY OF LA VISTA, NEBRASKA, IN THE PRINCIPAL AMOUNT OF UP TO THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000) FOR THE PURPOSE OF FUNDING THE LA VISTA ECONOMIC DEVELOPMENT PROGRAM AS ESTABLISHED BY ORDINANCE OF THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE PLEDGING OF SALES TAX COLLECTIONS RECEIVED FOR SAID PROGRAM INTO THE ECONOMIC DEVELOPMENT FUND OF THE CITY OF LA VISTA FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON SAID BONDS; PROVIDING FOR THE RIGHT OF THE CITY TO MAKE PAYMENT FROM OTHER SOURCES IN THE ECONOMIC DEVELOPMENT FUND; PROVIDING FOR PAYMENT FROM PROPERTY TAXES IN THE EVENT THAT PLEDGED SALES TAXES AND FUNDS FROM OTHER SOURCES ARE INSUFFICIENT; PROVIDING FOR THE HOLDING AND APPLICATION OF PROCEEDS; PROVIDING FOR THE SALE OF THE BONDS; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BONDS; AND AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER.

BE IT RESOLVED by the Mayor and Council of the City of La Vista, Nebraska, as follows:

Section 1. The Mayor and Council of the City of La Vista, Nebraska, hereby find and determine that (a) pursuant to the provisions of the Local Option Municipal Economic Development Act (Sections 18-2701 to 18-2738, R.R.S. Neb., as amended, the "Act"), the Mayor and Council have previously passed and approved Ordinance No. 921 (the "Program Ordinance") establishing an economic development program for the City of La Vista (the "Program") and providing funding for such program through the application of funds from the City's 1% sales tax (the "Sales Tax") previously adopted under the Local Option Revenue Act (Sections 77-27,142 to 77-27,148, R.R.S. Neb., as amended) (the "Special Tax Portion"); (b) the Program was approved by the voters of the City at an election held on September 30, 2003; (c) the Sales Tax has been imposed under the terms of Ordinance No. 363 passed and approved on November 20, 1984 (the "Sales Tax Ordinance") and the levying of such tax was approved by the voters of the City at an election held on November 6, 1984 and is to remain in effect indefinitely; (d) under the terms of the Program the City has received an application from City Centre Music Venue, LLC and Astro Theater, LLC, and related entities (collectively, the "City Ventures") for the development of an event venue in the 84th Street Redevelopment Area of the City which is expected to provide substantial economic development benefits for the City in the form of (i) significant employment opportunities, (ii) a substantial increase in the City's property tax base, (iii) increased governmental revenues from occupation taxes, (iv) increased sales taxes from venue patrons using both venue services and nearby retail shopping, (v) increased incentives for other private interests to further develop in the 84th Street corridor of the City and adjacent commercial areas and (vi) event space within the City; (e) under the terms of the Program, the application submitted by City Ventures has been recommended for approval and the City has approved the application pursuant to an ordinance passed and approved on March 3, 2020 (the "Grant Ordinance"); (f) the City has agreed to provide a grant in the amount of \$3,000,000 to assist City Ventures, subject to the terms and conditions of the Grant Ordinance, (the "EDP Grant"); (g) under the terms of the Program the City may issue bonds to provide funding for the Program and the Mayor and Council hereby declare it necessary and advisable for the City to issue its economic development fund bonds in the maximum principal amount of Three Million One Hundred Thousand Dollars (\$3,100,000) for the purpose of funding the EDP Grant; and (i) all conditions, acts and things required by law to exist or to be done precedent to the issuance of such bonds do exist and have been done as required by law.

Section 2. To provide funds for the Program, including the funding of the EDP Grant, there shall be and there are hereby ordered issued negotiable bonds of the City of La Vista, Nebraska, to be designated as "Economic Development Fund Bonds, Series 2020" (the "2020 Bonds" or the "Bonds") in the aggregate principal amount of not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000). The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the "Underwriter"). In connection with such sale, the Mayor, City Administrator or Director of Administrative Services (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), (i) the aggregate purchase price of the Bonds (including any original issue discount or premium) and the underwriting discount which shall not exceed 0.7% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$3,100,000, and the final maturity date, which shall not be later than October 15, 2029, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity of the Bonds, provided that the true interest cost of the Bonds shall not exceed 3.0%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Bond Registrar and Paying Agent (defined herein) and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

The 2020 Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue of the 2020 Bonds shall be the date of delivery thereof. Interest on the 2020 Bonds, at the respective rate for each maturity, shall be payable on April 15 and October 15 of each year, commencing on such date as provided in the Designation (each an "Interest Payment Date"), and the 2020 Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day (whether or not a business day) immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The 2020 Bonds shall be numbered from 1 upwards in the order of their issuance. No 2020 Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the 2020 Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the 2020 Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar as designated pursuant to Section 3 hereof (the "Paying Agent and Registrar"), by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each 2020 Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity together with any unpaid interest accrued thereon shall be made by the Paying Agent and Registrar to the registered owners upon presentation and surrender of the 2020 Bonds to the Paying Agent and Registrar. The City and the Paying Agent and Registrar may treat the registered owner of any 2020 Bond as the absolute owner of such 2020 Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary whether such 2020 Bond or any installment of interest due thereon shall

be overdue or not. All payments on account of interest or principal made to the registered owner of any 2020 Bond in accordance with the terms of this Resolution shall be valid and effectual and shall be a discharge of the City and the Paying Agent and Registrar, in respect of the liability upon the 2020 Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. The Authorized Officers, or any one or more of them, are hereby authorized to appoint a Bond Registrar and Paying Agent (the "Paying Agent and Registrar" or the "Registrar") for the Bonds, which Registrar may be a bank or trust company, or the City Treasurer. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement. The Registrar shall keep and maintain for the City books for the registration and transfer of the 2020 Bonds at the Registrar's designated office. The names and registered addresses of the registered owner or owners of the 2020 Bonds shall at all times be recorded in such books. Any 2020 Bond may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar by surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent and thereupon the Paying Agent and Registrar on behalf of the City will register such transfer and will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new 2020 Bond or 2020 Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the 2020 Bonds by this Resolution, one 2020 Bond may be transferred for several such 2020 Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such 2020 Bonds may be transferred for one or several such 2020 Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a 2020 Bond, the surrendered 2020 Bond or 2020 Bonds shall be cancelled and destroyed. All 2020 Bonds issued upon transfer of the 2020 Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the 2020 Bonds surrendered and shall be entitled to all the benefits and protection of this Resolution to the same extent as the 2020 Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any 2020 Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any 2020 Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the 2020 Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the 2020 Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. The 2020 Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issuance of the 2020 Bonds at a price equal to 100%, plus accrued interest on the principal amount redeemed to the date fixed for redemption, or upon such other terms as provided in the Designation. 2020 Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Any 2020 Bond redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new 2020 Bond evidencing the unredeemed principal thereof. Notice of redemption of any 2020 Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory sinking fund redemption, by said

Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such 2020 Bond at said owner's registered address. Such notice shall designate the 2020 Bond or 2020 Bonds to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such 2020 Bond or 2020 Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any 2020 Bond partially redeemed, such notice shall specify the portion of the principal amount of such 2020 Bond to be redeemed. No defect in the mailing of notice for any 2020 Bond shall affect the sufficiency of the proceedings of the City designating the 2020 Bonds called for redemption or the effectiveness of such call for the 2020 Bonds for which notice by mail has been properly given and the City shall have the right to direct further notice of redemption for any such 2020 Bond for which defective notice has been given.

Section 6. If the date for payment of the principal of or interest on the 2020 Bonds shall be a Saturday, Sunday, legal holiday or a day on which the banking institutions in the City of La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Section 7. The 2020 Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY**

CITY OF LA VISTA

**ECONOMIC DEVELOPMENT FUND BOND
SERIES 2020**

No. _____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP NUMBER</u>
_____%	October 15, 20__	_____, 2020	

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, in the County of Sarpy, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay, but only from the special sources hereinafter described, to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable semiannually on April 15 and October 15 of each year, commencing _____, 2020 (each, an "Interest Payment Date"). Such interest shall be computed on the basis of a 360-day year consisting of twelve 30 day months. The principal of this bond together with interest thereon unpaid and accrued at maturity (or earlier redemption) is payable upon presentation and surrender of this bond at the office of the City Treasurer of the City of La Vista, Nebraska, as Paying Agent and Registrar, at such City's offices in La Vista, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars (\$ _____) of even date and like tenor, except as to date of maturity, rate of interest and denomination, which were issued by the City for the purpose of providing funds for the economic development program of the City of La Vista as established pursuant to Ordinance No. 921 of the City and has been duly authorized by resolution duly adopted (the "Resolution") and by proceedings duly had by the Mayor and Council of the City of La Vista, Nebraska, pursuant to Sections 18-2701 to 18-2738, R.R.S. Neb., as amended.

Any or all of the bonds of said issue are subject to redemption at the option of the City, in whole or in part, at any time on or after the fifth anniversary of the date of original issue at a price equal to 100% plus accrued interest on the principal amount redeemed to the date fixed for redemption. Notice of redemption shall be given by mail to the registered owner of any bond called for redemption in the manner specified in the Resolution authorizing said issue of bonds. Individual bonds may be redeemed in part but only in the amount of \$5,000 or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Resolution, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all other purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the day for payment of the principal or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Under the Resolution, the City has pledged all revenues of the City received for its Economic Development Fund from a designated portion of that tax upon sales within the City of La Vista, Nebraska, provided for pursuant to Ordinance No. 363 of the City of La Vista, passed and approved, after the approving vote of a majority of the electors of said City voting at an election held on November 6, 1984, in accordance with the provisions of Sections 77-27,142 to 77-27,148, R.R.S. Neb., as amended. The City has further agreed that in each fiscal year funds from such sales tax or other sources as deposited to such fund, subject to a limitation of \$2,000,000 per fiscal year, shall be applied to pay principal and interest on the bonds of this issue as the same fall due. **The bonds of this issue are limited obligations of the City payable from amounts in the City's Economic Development Fund as so pledged and not from any other fund or source and are not general obligations of the City of La Vista, Nebraska.**

The Resolution sets forth the covenants and obligations of the City with respect to its Economic Development Fund and certain revenues therein and the application of such revenues which are by the terms of the Resolution to be disbursed to make payments of principal and interest on the bonds of this issue. The City also reserves the right to provide for payments of the bonds of this issue from other available revenues in its Economic Development Fund and to issue bonds junior in lien to the bonds of this issue, the principal and interest of which are payable from such revenues on a subordinate basis as described in the Resolution. The Resolution also designates the terms and conditions upon which this bond shall cease to be entitled to any lien, benefit or security under the Resolution and all covenants, agreements and obligations of the City under the Resolution may be discharged and satisfied at or prior to the maturity or redemption of this bond if monies or certain specified securities shall have been deposited with a trustee bank. The Resolution constitutes a contract with the holders of the bonds and cannot be modified except as provided in the Resolution.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as provided by law.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IN WITNESS WHEREOF, the Mayor and Council of the City of La Vista, Nebraska, have caused this bond to be executed on behalf of the City with the facsimile signatures of the Mayor and City Clerk of the City, all as of the Date of Original Issue shown above.

CITY OF LA VISTA, NEBRASKA

(facsimile signature)
Mayor

ATTEST:

(facsimile signature)
City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by Resolution passed and approved by the Mayor and Council of the City of La Vista, Nebraska, as described in said bond.

_____, Paying Agent and Registrar

Authorized Signature

(FORM OF ASSIGNMENT)

For value received _____ hereby sells, assigns, and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: _____

Registered Owner(s)

Signature Guaranteed

By _____

Authorized Officer

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 8. Each of the 2020 Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City. The 2020 Bonds shall be issued initially as “book-entry only” bonds under the services of The Depository Trust Company (the “Depository”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a Letter of Representations (the “Letter of Representations”) in the form required by the Depository (which may be in the form of a blanket letter previously executed and delivered by the City), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the 2020 Bonds. Upon issuance of the 2020 Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds 2020 Bonds as securities depository (each, a “Bond Participant”) or to any person who is an actual purchaser of a 2020 Bond from a Bond Participant while the 2020 Bonds are in book-entry form (each, a “Beneficial Owner”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the 2020 Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the 2020 Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the 2020 Bonds. The Paying Agent and Registrar shall make payments with respect to the 2020 Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such 2020 Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange 2020 Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so. The Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the 2020 Bonds or (ii) to make available 2020 Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such 2020 Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the 2020 Bonds be delivered to the ultimate Beneficial Owners of the 2020 Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates

representing the 2020 Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the 2020 Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Resolution to the contrary, so long as any 2020 Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such 2020 Bond and all notices with respect to such 2020 Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the 2020 Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the 2020 Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a 2020 Bond unless and until such partially redeemed 2020 Bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such 2020 Bond as is then outstanding and all of the 2020 Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any 2020 Bond shall cease to be such officer before the delivery of such 2020 Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such 2020 Bond. The 2020 Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The 2020 Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the 2020 Bonds, they shall be delivered to the City's Treasurer, acting on behalf of the City, who is authorized to deliver them to the Underwriter in exchange for the purchase price thereof plus accrued interest on the stated principal amount of the 2020 Bonds to date of delivery of the 2020 Bonds. Said initial purchasers shall have the right to direct the registration of the 2020 Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. Such purchaser and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the 2020 Bonds, including, without limitation, authorizing the release of the 2020 Bonds by the Depository at closing. The City Clerk shall make and certify a transcript of the proceedings of the Mayor and Council with respect to the 2020 Bonds which shall be delivered to said purchaser.

Section 9. Pursuant to the terms of the Program (as approved by the voters of the City and as set forth in Ordinance No. 921), the City hereby agrees to appropriate and deposit into the Economic Development Fund in each budget/fiscal year (the period commencing October 1 of each year and ending September 30 of the following year) commencing with the City's budget/fiscal year beginning October 1, 2020, so long as the 2020 Bonds remain outstanding and until and including the budget/fiscal year ending September 30, 2029, an amount from collections received with respect to the Special Tax Portion or other sources sufficient to pay the principal and interest on the 2020 Bonds as the same fall due, subject to the limitation set forth in Ordinance No. 921 that such deposited amount shall not exceed \$2,000,000 in any such budget/fiscal year. The City hereby covenants and agrees that there shall be set up within the Economic Development Fund a separate special account in the Economic Development Fund designated as the "Economic Development Fund Bond Payment Account" (the "Bond Payment Account") which shall constitute a separate and special account held by the City Treasurer of the City of La Vista for the benefit of the registered owners of the 2020 Bonds. In each budget/fiscal year, the City further hereby covenants and agrees that it shall deposit to the Bond Payment Account from amounts attributable to the Special Tax Portion an amount sufficient to pay principal of and interest on the 2020 Bonds as the same fall due, after taking into consideration any other amounts available for such purposes in the Bond Payment Account. The City reserves the right to make deposit to the Bond Payment Account in any budget/fiscal year from any other amounts in the Economic Development Fund to satisfy its obligation under the terms of this Resolution to make deposit of amounts from the Special Tax Portion. Receipts from the Special Tax Portion required to be deposited to the Bond Payment Account and any such other amounts deposited to the Bond Payment Account are hereby pledged for the payment of the 2020 Bonds as the same fall due. The pledge and hypothecation provided for the 2020 Bonds in this Resolution is intended to and shall provide for a first and prior pledge or lien upon and security interest on amounts held in the Bond Payment Account superior to any pledge, lien or security interest made or given with respect to any other indebtedness of the City and is intended as an exercise of the powers of the City provided for in Sections 18-2701 to 18-2738, R.R.S. Neb., as now or hereafter amended, with respect to such deposited amounts. In the event of default of any of the provisions of the 2020 Bonds, the bondholders (or any receiver appointed for their protection) shall have the right at any time while such default continues to apply or require the application of receipts from the Special Tax Portion to the indebtedness evidenced by the 2020 Bonds, equally and ratably, subject to the limitation set forth in Ordinance No. 921. For purposes of holding, allocating and applying the receipts from the Economic Development Fund, the City hereby agrees to establish and maintain under this Resolution the Bond Payment Account in accordance with the following terms and conditions:

BOND PAYMENT ACCOUNT - In each budget/fiscal year, as and when received, revenues from the Special Tax Portion or allocated from other available funds in the Economic Development Fund shall be deposited to the Bond Payment Account until such account has credited thereto an amount equal to the amount of principal and interest falling due on the 2020 Bonds in such budget/fiscal year. The City Treasurer is hereby authorized and directed, without further authorization, to withdraw monies credited to the Bond Payment Account in an amount sufficient to pay, when due, the principal of and interest on the 2020 Bonds (including amounts necessary for any mandatory sinking fund redemptions as set forth in Section 5 of this Resolution) and to transfer such amounts to the Paying Agent and Registrar for the 2020 Bonds on or before each principal and interest payment date (including any mandatory sinking fund redemption date). Amounts required to make payments on the 2020 Bonds falling due on October 15, 2029 shall be deposited to the Bond Payment Account on or before September 30, 2029.

The provisions of this Section 9 shall require the City to maintain a set of books and records in accordance with such accounting methods and procedures as are generally applicable to municipal funds and accounts, which books and records shall show credits to and expenditures from the separate account required by this Section. Monies credited to the account described in this Section 9 shall be deposited or invested separate and apart from other City funds. The City shall not be required to establish separate bank or investment accounts within its separate and segregated Economic Development Fund, for the account described in this Section 9. In any fiscal year collections from Special Tax Portion appropriated to or budgeted for the Economic Development Fund, after satisfying the requirements for the Bond Payment Account may be applied to any other purposes of the Program determined appropriate by the Mayor and Council. The City hereby acknowledges and agrees (a) that the provisions of the Program and Ordinance No. 921 both provide for the levying of taxes on all the taxable property in the City of La Vista to provide funding for the Program; (b) that the Program as presented to the voters of the City indicated that property taxes as authorized under the terms of the Program were not expected to be required to be applied to the funding of the Program; (c) that if, for any reason, including but not limited to changes in law or changes in economic conditions, receipts for the Special Tax Portion or other sources are not sufficient to make the deposits to the Bond Payment Account and payments on the 2020 Bonds as provided for in this Section 9, the City shall cause to be levied and collected annually a tax on all the taxable property in the City sufficient in rate or amount (within the limitation to \$2,000,000 per budget/fiscal year as set forth in the Program) to pay the principal of and interest on the 2020 Bonds as the same fall due, after application of all other available resources.

Section 10. Until the 2020 Bonds have been paid in full, the City agrees that it will not incur any additional indebtedness or issue any bonds or notes payable from the Economic Development Fund unless such indebtedness, bonds or notes are expressly made subordinate to the 2020 Bonds, with the payments for such bonds or notes to be made from any monies available in each budget/fiscal year after the Bond Payment Account has been fully funded for such budget/fiscal year. Refunding Bonds to refund the 2020 Bonds may be issued so long as none of the 2020 Bonds shall remain outstanding after the issuance of such refunding bonds.

Section 11. So long as any of the 2020 Bonds remain outstanding, the City agrees that it shall not amend the terms of the Program or Ordinance No. 921 or Ordinance No. 363 in any manner to reduce the rate of tax provided for therein or reduce the anticipated revenues from such tax available for deposit to the Economic Development Fund.

Section 12. The City's obligations under this Resolution and the liens, pledges, covenants and agreements of the City herein made or provided for, shall be fully discharged and satisfied as to the 2020 Bonds issued pursuant to this Resolution and any such bonds shall no longer be deemed outstanding hereunder if such bonds shall have been purchased and cancelled by the City, or when payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, or (b) shall have been provided for by depositing with a national or state bank having trust powers or trust company, in trust solely for such payment, (i) sufficient money to make such payment and/or (ii) Deposit Securities in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payment; provided, however, that, with respect to any 2020 Bond to be paid prior to maturity, the City shall have duly given notice of redemption of such bond as provided by law or made irrevocable provisions for the giving of such notice. Any such money so deposited with a bank or trust company may be invested and reinvested in Deposit Securities and all interest and income from such Deposit Securities in the hands of such bank or trust company, in excess of the amount required to pay principal of and

interest on the bonds for which such monies were deposited, shall be paid over to the City as and when collected. The term "Deposit Securities" as used in this Section shall mean direct obligations of or obligations the principal and interest which are unconditionally guaranteed by the United States of America, including obligations issued in book-entry form.

Section 13. The terms and provisions of this Resolution do and shall constitute a contract between the City and the registered owner or owners of the 2020 Bonds and no changes, variations or alterations of any kind, except for changes necessary to cure any ambiguity, formal defect or omission, shall be made to this Resolution without the written consent of the registered owners of two-thirds (2/3rds) in principal amount of the 2020 Bonds then outstanding, provided, however, that neither the principal and interest to be paid upon any 2020 Bond nor the maturity date of any 2020 Bond shall be changed without the written consent of the registered owners of all such bonds then outstanding. Any registered owner of a 2020 Bond may by mandamus or other appropriate action or proceedings at law or in equity in any court of competent jurisdiction enforce and compel performance of this Resolution and every provision and covenant hereof, including without limiting the generality of the foregoing, the enforcement of the performance of all duties required of the City by this Resolution and the applicable laws of the State of Nebraska, including in such duties the collecting of revenues pursuant to the provisions of the Program and Ordinance No. 921 and the segregation of such revenues in the Bond Payment Account of the City's Economic Development Fund for the 2020 Bonds as described in Section 9 of this Resolution. Any and all actions brought by any registered owner or owners of the 2020 Bonds shall be maintained for the equal and ratable benefit of all registered owners of the 2020 Bonds then outstanding and no registered owners of any of the 2020 Bonds shall have any right in any manner whatsoever by any action or proceedings to affect, disturb or prejudice the pledge created by this Resolution.

Section 14. The proceeds of the 2020 Bonds shall be deposited with the City Treasurer and shall be held and applied in accordance with the terms of the Program Ordinance and the Grant Ordinance. The Mayor and Council may designate any depository bank or banks and may contract for disbursing agent services as may be determined appropriate by subsequent resolution. Investment earnings related to the proceeds of the 2020 Bonds shall be transferred to the Economic Development Fund and shall be deposited to the Bond Payment Account within such fund as established by this Resolution.

Section 15. The Mayor and City Clerk and City Treasurer of the City are hereby authorized to do all things and execute all documents as may by them be deemed necessary and proper to complete the issuance and sale of the 2020 Bonds contemplated by this Resolution. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City with respect to the 2020 Bonds, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 16. Pursuant to the provisions of Section 18-2736 of the Act, the Mayor and Council hereby declare the 2020 Bonds to be issued for an essential public and governmental purpose and determine, under the terms of such section, that the 2020 Bonds, together with interest thereon and income therefrom, are exempt from all Nebraska state taxes.

Section 17. The net principal proceeds of the 2020 Bonds, after payment of issuance expenses, shall be held in a separate account in the Economic Development Fund of the City of La Vista and shall be applied to make the EDP Grant in accordance with the terms of the Grant Ordinance.

Section 18. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 19. This Resolution shall be in force and take effect from and after its adoption, as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
ZONING TEXT AMENDMENT — SOLAR ENERGY CONVERSION SYSTEMS	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSISTANT PLANNER

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to amend Sections 2.03, 2.08, 2.20, 5.05-5.14, 5.16, 5.19, and 7.15 of the Zoning Ordinance to update the regulations and conditions for the installation and use of Solar Energy Conversion Systems (solar panels) and to allow for their accessory and conditional use to varying degrees in all of La Vista’s zoning districts.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled and an ordinance prepared to amend Sections 2.03 (Definitions - B), 2.08 (Definitions - G), 2.20 (Definitions - S), 5.05 (TA Transitional Agriculture District), 5.06 (R-1 Single-Family Residential), 5.07 (R-2 Two-Family Residential), 5.08 (R-3 High Density Residential), 5.09 (R-4 Condominium Residential), 5.10 (C-1 Shopping Center Commercial District), 5.11 (C-2 General Commercial District), 5.12 (C-3 Highway Commercial/Office Park District), 5.13 (I-1 Light Industrial), 5.14 (I-2 Heavy Industrial), 5.16 (R-M Mobile Home Residential – District), 5.19 (MU-CC Mixed Use City Centre District), and 7.15 (Solar Panels) of the Zoning Ordinance to update the City’s regulation of solar energy conversion systems.

Staff recently received an inquiry from a La Vista resident and business owner as to why solar panels are only allowed within residential districts in La Vista. The section in the La Vista Zoning Ordinance that addresses solar panels has not been updated since 2001. Technological improvements have drastically altered the cost, availability, efficiency, and aesthetics of photovoltaic cells since 2001, but the Zoning Ordinance has not been updated to reflect these changes.

The proposed changes to the Zoning Ordinance provide for updated regulations and conditions for the installation and use of Solar Energy Conversion Systems (solar panels) and permit their use as an accessory or conditional use in all of La Vista’s Zoning Districts to varying degrees. The proposed changes to the Zoning Ordinance consider La Vista’s long-held principle of design excellence while directly supporting the La Vista Comprehensive Plan Goal Prosper-1: “Promote environmental sustainability through clean sources of energy, and

through conservation of energy and natural resources.” The Planning Commission held a public hearing on January 16, 2020, and unanimously recommended approval of the text amendments to the City Council.

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ORDINANCE NO.

AN ORDINANCE TO AMEND 2.03, 2.08, 2.20, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.16, 5.19, AND 7.15 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTIONS 2.03, 2.08, 2.20, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.16, 5.19, AND 7.15 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Amendment of Section 2.03. Section 2.03 of the Ordinance No. 848 is hereby amended to read as follows:

Section 2.03 - Definitions: B

BAKERY SHOP shall mean an establishment primarily engaged in the retail sale of baked products. The products may be prepared either on or off site. A bakery shall be considered a general retail use. (Ordinance No. 1083, 2-17-09)

BANK shall mean a freestanding building or secondary use within a building, with or without a drive-up window, for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds. (Ordinance No. 1083, 2-17-09)

BASEMENT shall mean a building space partly underground, and having at least one-half (1/2) of its height, measuring from its floor to its ceiling, above the average adjoining finished ground grade line.

BEACON shall mean any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.

BEAUTY SHOP shall mean any establishment where cosmetology services are provided including hair care, nail care, and skin care on a regular basis for compensation. (Ordinance No. 1083, 2-17-09)

BED and BREAKFAST shall mean a house, or portion thereof, where short-term lodging rooms and meals are provided. The operator shall live on the premises. (Ordinance No. 1083, 2-17-09)

BEDROOM shall mean a room within a dwelling unit planned and intended for sleeping, separated from other rooms by a door.

BERM shall mean a raised form of earth to provide screening or to improve the aesthetic character.

BILLBOARD (see Sign, Billboard)

BLOCK shall mean a parcel of land platted into lots and bounded by public streets or by waterways, rights-of-way, unplatted land, City-County boundaries, or adjoining property lines.

BOARD OF ADJUSTMENT shall mean that board that has been created by the city and which has the statutory authority to hear and determine appeals, interpretations of, and variances to the zoning regulations.

BOARDING HOUSE shall mean a building containing a single dwelling unit and provisions for not more than five (5) guests, where lodging is provided with or without meals for compensation. (Also, see Bed and Breakfast) (Ordinance No. 1083, 2-17-09)

BOOK STORE shall mean a retail establishment that, as its primary business, engages in the sale, rental, or other charge-for-use of books, magazines, newspapers, greeting cards, postcards, videotapes, computer software, or any other printed or electronically conveyed information or media, excluding any uses defined as "adult entertainment establishments." (Ordinance No. 1083, 2-17-09)

BOWLING CENTER shall mean an establishment that devotes more than 50 percent of its gross floor area to bowling lanes, equipment, and playing area. Accessory uses such as the retail sale of snacks, the retail sale of beverages, and a video game arcade are customary. (Ordinance No. 1083, 2-17-09)

BREW-ON PREMISES STORE shall mean a facility that provides the ingredients and equipment for a customer to use to brew malt liquor at the store. Brew-on-premises stores do not include the sale of intoxicating liquor, unless the owner of the brew-on-premises store holds the appropriate liquor license.

BREW PUB shall mean a restaurant or hotel which includes the brewing of beer as an accessory use. The brewing operation processes water, malt, hops, and yeast into beer or ale by mashing, cooking, and fermenting. By definition, these establishments produce no more than 10,000 barrels of beer or ale annually. The area, by definition, used for brewing, including bottling and kegging, shall not exceed twenty-five (25) percent of the total floor area of the commercial space.

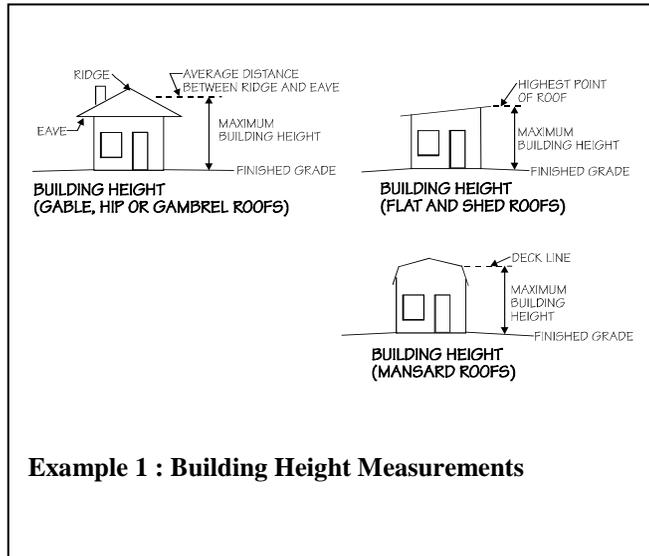
BUFFER shall mean a strip of land established to protect one type of land use from another incompatible land use or between a land use and a private or public road. (Also, see Screening)

BUILDING shall mean any structure built and maintained for the support, shelter or enclosure of persons, animals, chattels, or property of any kind, but shall not include temporary buildings as defined in "Structure, Temporary". Trailers, with or without wheels, shall not be considered as buildings.

BUILDING, ACCESSORY shall mean any detached subordinate building which serves a function customarily incidental to that of the main building or main use of the premises. Customary accessory building includes farm buildings, garages, carports, and small storage sheds.

BUILDING CODE shall mean the various codes of the City that regulate construction and requires building permits, electrical permits, mechanical permits, plumbing permits, and other permits to do work regulated by the Uniform Building Code, and other codes adopted by the City that pertain to building construction.

BUILDING HEIGHT shall mean the vertical distance above grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the average height of the highest gable of a pitched, hipped, or shed roof, measured from the highest adjoining sidewalk or ground surface within a five (5) foot horizontal distance at the exterior wall of the building. (Also, see Height) (*Ordinance No. 1083, 2-17-09*)



BUILDING INSPECTOR shall mean the *Chief Building Official* of the City of La Vista, Nebraska. (*Ordinance No. 1083, 2-17-09*)

BUILDING-INTEGRATED SOLAR ENERGY SYSTEM shall mean a solar photovoltaic system that is constructed as an integral part of a principal or accessory building or structure and where the building-integrated system features maintain a uniform profile or surface of vertical walls, window openings, and roofing. Such a system is used in lieu of a separate mechanical device, replacing or substituting for an architectural or structural component of the building or structure that appends or interrupts the uniform surfaces of walls, window openings and roofing. A building-integrated system may occur within vertical facades, replacing view glass, spandrel glass or other facade material; into semitransparent skylight systems; into roofing systems, replacing traditional roofing materials; or other building or structure envelope systems.

BUILDING-MOUNTED SECS shall mean a solar photovoltaic system attached to any part or type of roof on a building or structure that has a permit on file with the City of La Vista and that is either the principal structure or an accessory structure on a recorded lot. This system also includes any solar-based architectural elements.

BUILDING SETBACK LINE shall mean the minimum of distance as prescribed by this regulation between any property line and the closest point of the building line or face of any building or structure related thereto.

BUSINESS OR TRADE SCHOOL (see Special or Vocational Training Facilities) (*Ordinance No. 1083, 2-17-09*)

BUSINESS SERVICES shall mean establishments primarily engaged in rendering services to business establishments on a contract or fee basis, such as advertising, credit reporting, collection of claims, mailing, reproduction, stenographic, news syndicates, computer programming, photocopying, duplicating, data processing, services to buildings, and help supply services. (See also Standard Industrial Classification (SIC) Major Group 73, published by the U.S. Department of Labor.) (*Ordinance No. 1053, 1-15-08*)

SECTION 2. Amendment of Section 2.08. Section 2.08 of the Ordinance No. 848 is hereby amended to read as follows:

Section 2.08 - Definitions: G

GARAGE shall mean a detached accessory building or *an attached* portion of a *dwelling* for the housing of vehicles, including carports. (*Ordinance No. 1083, 2-17-09*)

GRADE shall mean the average of the finished ground level at the center of all walls of a building. In case walls are parallel to and within five feet of a sidewalk, the ground level shall be measured at the sidewalk.

GREENHOUSE shall mean a building or premises used for growing plants, preparation of floral arrangements for off-site delivery to customers, cold storage of flowers or dry storage of materials used for agricultural or horticultural purposes.

GROUND COVER shall mean plant material used in landscaping which remains less than twelve (12) inches in height at maturity. (Also, see Landscaping)

GROUND-MOUNTED SECS shall mean a solar photovoltaic system mounted on a structure, pole or series of poles constructed specifically to support the photovoltaic system and not attached to any other structure.

GROUP CARE HOME shall mean a home which is operated under the auspices of an organization which is responsible for providing social services, administration, direction, and control for the home which is designed to provide twenty-four (24) hour care for individuals in a residential setting. *This term does not include any society, club, fraternity, sorority, association, lodge, organization, or group of students or other individuals where the common living arrangement is temporary or seasonal. Also, the term does not include any group of individuals who are in a group living arrangement as a result of criminal offenses. (Ordinance No. 1083, 2-17-09)*

GUNSMITH shall mean a shop that designs, makes or repairs small firearms. (Ordinance No. 1083, 2-17-09)

GUEST ROOM shall mean a room which is designed to be occupied by one (1) or more guest for sleeping purposes, having no kitchen facilities, not including dormitories.

SECTION 3. Amendment of Section 2.20. Section 2.20 of the Ordinance No. 848 is hereby amended to read as follows:

Section 2.20 - Definitions: S

SATELLITE DISH ANTENNA shall mean a round, parabolic antenna incorporating a reflective surface that is solid, open mesh, or bar configured and is in the shape of a shallow dish, or cone and used to transmit and/or receive radio or electromagnetic waves.

SCREENING shall mean a structure *or* planting that conceals from view from public ways the area behind such structure or planting.

SELF-SERVICE STORAGE FACILITY shall mean a building or group of buildings containing individual, compartmentalized, and controlled access stalls or lockers for storage.

SERVICE STATIONS shall mean buildings and premises where the primary use is the supply and dispensing at retail of motor fuels, lubricants, batteries, tires, and motor vehicle accessories and where light maintenance activities such as engine tune-ups, lubrications, and washing may be conducted, but not including heavy maintenance and repair such as engine overhauls, painting, and body repair.

SETBACK, FRONT YARD shall mean the line which defines the depth of the required front yard. Said setback line shall be parallel with the right-of-way line *or other access way.* (Ordinance No. 1083, 2-17-09)

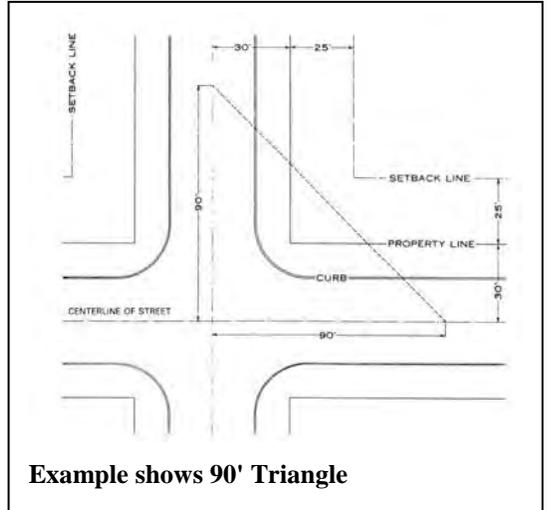
SETBACK, REAR YARD OR SIDE YARD shall mean the line which defines the width or depth of the required rear or side yard. Said setback line shall be parallel with the property line, *offset* by the perpendicular distance prescribed for the yard in the district. (Ordinance No. 1083, 2-17-09)

SHOPPING CENTER shall mean a group of commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery that is separated from customer access, aesthetic considerations, and protection from the elements.

SHOPPING CENTER, COMMERCIAL STRIP shall mean a commercial development, usually one store deep, that fronts on a major street for a distance of one city block or more. Includes individual buildings on their own lots, with or without on-site parking and small linear shopping centers with shallow on-site parking in front of the stores.

SHOPPING CENTER, OUTLET shall mean a commercial development that consists mostly of manufacturers' outlet stores selling their own brands at a discounted price. This definition includes all forms of centers, such as strip style, enclosed mall style, and village clustered style centers.

SIGHT TRIANGLE is an area at a street intersection in which nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of two-and-a-half (2 ½) feet and ten (10) feet above the grades of the bottom of the curb of the intersecting streets, measured from the point of intersection of the centerline of the streets, sixty (60) feet in each direction along the centerline of the streets. At the intersection of major or *other* arterial streets, the sixty (60) foot distance shall be increased to ninety (90) feet for each arterial leg of the intersection. (*Ordinance No. 891, 2-04-03*)



Example shows 90' Triangle

SIGN shall mean and include any outdoor display, declaration, device, figure, drawing, illustration, message, placard, poster, billboard, insignia, or other things which are designed, intended, or used for direction, information, identification, or to advertise, to inform, or to promote any business, product activity, service, or any interest, except the following:
Signs less than fifty (50) square feet in area and less than twenty-five (25) feet in height of a public or quasi-public nature or other official notices that are authorized by the State of Nebraska, City of La Vista, or a Federal Government Agency, directional, informational, or other official signs or notices authorized by law.

SIGN, ANIMATED shall mean any sign that uses movement or change of lighting to depict action or create a special effect or scene.

SIGN AREA shall refer to that portion of a sign on which copy can be placed but not including the minimal supporting framework or bracing. The area of individually painted letter signs, individual letter signs or directly or indirectly illuminated individual letter signs, shall be calculated on the basis of the smallest geometric figure that will enclose the entire copy area of the sign. Any such calculation shall include the areas between the letters and lines, as well as the areas of any devices, illuminated or non-illuminated. (*Ordinance No. 1083, 2-17-09*)

SIGN, AUDIBLE shall mean any sign that conveys either a written message supported by an audible noise including music, spoken message, and / or sounds to attract attention to the sign. Audible signs also include signs conveying only the audible noise including music, spoken message, and / or sounds to attract attention.

SIGN, BANNER shall mean any sign of lightweight fabric or similar material that is permanently mounted to a pole or building by a permanent frame at one or more edges. National flags, state or municipal flags, or official flag of any institution or business shall not be considered banners. Banner signs shall not represent a commercial message.



Sign, Banner

SIGN, BILLBOARD shall mean a sign that identifies or communicates a commercial or noncommercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located.

SIGN, BUILDING MARKER shall mean any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

SIGN, CANOPY shall mean any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy. (*Ordinance No. 1083, 2-17-09*)



Sign, Canopy

SIGN, CENTER IDENTIFICATION shall mean any sign erected to provide direction to a development including multiple uses and / or structures within the development. Center Identification signs shall include the name of said development and may include the names of major tenants of the development. Center Identification Signs shall typically be similar to Ground (Monument) signs. *(Ordinance No. 1083, 2-17-09)*

SIGN, CONSTRUCTION shall mean a temporary sign identifying an architect, engineer, contractor, subcontractor, and/or building material supplier who participates in construction on the property on which the sign is located. *(Ordinance No. 871, 10-15-02); (Ordinance No. 1083, 2-17-09)*

SIGN, ELECTRONIC MESSAGE BOARD shall mean any sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means. *(Ordinance No. 1144, 5-17-11)*

SIGN, FLASHING shall mean a sign, which, by method or manner of illumination, flashes on or off, winks, or blinks with varying light intensity, shows motion, or creates the illusion of being on or off.

SIGN, FREESTANDING shall mean any sign supported by uprights or braces placed on or in the ground, which is used principally for advertising or identification purposes and is not supported by any building.

SIGN, IDENTIFICATION shall mean a sign giving the nature, logo, trademark, or other identifying symbol; address; or any combination of the name, symbol, and address of a building, business, development, or establishment on the premises where it is located.

SIGN, ILLUMINATED shall mean a sign illuminated in any manner by an artificial light source.

SIGN, INCIDENTAL shall mean a sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as “no parking,” “entrance,” “loading only,” “telephone,” and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental. Incidental signs may be attached or painted on the wall, or they may be freestanding signs. *(Ordinance No. 1083, 2-17-09)*

SIGN, MARQUEE shall mean any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

SIGN, MONUMENT shall mean a sign mounted directly to the ground with a maximum height not to exceed ten (10) feet.

SIGN, NAMEPLATE shall mean a sign not exceeding two (2) square feet for each dwelling.

SIGN, NONCONFORMING shall mean any sign that does not conform to the requirements of this ordinance

SIGN, OFF-PREMISES shall mean a sign including the supporting sign structure which directs the attention of the general public to a business, service, or activity not usually conducted, or a product not offered or sold, upon the premises where such sign is located.

SIGN, ON-PREMISE shall mean a sign, display, or device-advertising activities conducted on the property on which such sign is located.

SIGN, PENNANT shall mean any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

SIGN, POLE shall mean a sign that is mounted on a freestanding pole or other support so that the bottom edge of the sign face is six (6) feet or more above grade.



Sign, Monument

Sign, Electronic Message
Sign, Flashing



Sign, Monument

SIGN, PORTABLE shall mean a sign, usually of a temporary nature, not securely anchored to the ground or to a building or structure and which obtains some or all of its structural stability with respect to wind or other normally applied forces by means of its geometry or character. Examples are: menu and sandwich board signs, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations (deliveries and transportation of personnel) of the business. This definition also includes any and all sandwich boards supported by human beings or animals.

SIGN, PROJECT DIRECTORY shall mean a sign fronting on a road containing only the name of the principal use and directional arrow to the principal use. Project directory signs are intended to direct attention to planned multi-tenant developments which are not easily accessible off of such roads and where on-premise signage for that development (or any tenants within the development) would not otherwise be visible by the motorists traveling on nearby arterial or collector roads at the closest point of access. (Ordinance No. 1144, 5-17-11)

SIGN, PROJECTING shall mean a projecting sign attached to a building in such a manner that its leading edge extends more than eight (8) inches beyond the surface of such building or wall.

SIGN, REAL ESTATE shall mean a temporary sign that identifies property or properties that are for sale or lease.

SIGN, ROOF shall mean a sign identifying the name of a business, enterprise, or the product sold on the premises and erected on or over the roof of a building. (Ordinance No. 1083, 2-17-09)

SIGN SETBACK shall mean the horizontal distance from the property line to the nearest projection of the existing or proposed sign.

SIGN, SUBDIVISION shall mean a sign erected on a subdivision which identifies the platted subdivision where the sign is located.

SIGN SURFACE shall mean the entire area of a sign.

SIGN, SUSPENDED shall mean a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

SIGN, TEMPORARY shall mean a sign constructed of cloth, fabric, or other material with or without a structural frame intended for a limited period of display, including displays for holidays or public demonstrations. Temporary signs shall include portable signs as defined in this section.

SIGN, VIDEO shall mean any on-premises or off-premises sign that conveys either a commercial or non-commercial message, including a business or organization name, through means of a television or other video screen. This definition shall include electronic message board signs. (Ordinance No. 1083, 2-17-09)

SIGN, WALL shall mean any sign attached parallel to, but within eight inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

SIGN, WINDOW shall mean any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

SIGN BASE shall mean any decorative, functional element extending upward from grade to the start of the sign.

SIMILAR USE shall mean the use of land, buildings, or structures of like kind or general nature with other uses within a zoning district as related to bulk, intensity of use, traffic generation and congestion, function, public services requirements, aesthetics or other similarities.

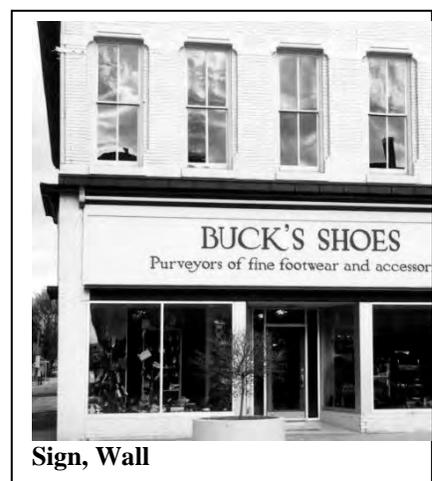
SITE PLAN shall mean a plan, prepared to scale, showing accurately and with complete dimensioning, the boundaries of a site and the location of all buildings, structures, uses, drives, parking, drainage, landscape features, and other principal site development improvements for a specific parcel of land.



Sign, Projecting



Sign, Subdivision



Sign, Wall

SOCIAL CLUB OR FRATERNAL ORGANIZATIONS shall mean an association of persons (whether or not incorporated), religious or otherwise, for a common purpose, but not including groups which are organized primarily to render a service carried on as a business for profit. (Ordinance No. 1083, 2-17-09)

SOLAR ENERGY CONVERSION SYSTEM (SECS) shall mean any device, such as a solar panel or solar collector or any combination thereof, which collects and converts solar energy to a form of usable energy. This includes both Building-Mounted Systems and Ground-Mounted System.

SOLID WASTE shall mean waste materials consisting of garbage, trash, refuse, rubble, sewage, offal, dead animals, or paunch manure.

SPECIAL or VOCATIONAL TRAINING FACILITIES shall mean a specialized instructional establishment that provides on-site training of business, commercial, and/or trade skills such as accounting, data processing, and computer repair. This classification excludes establishments providing training in an activity that is not otherwise permitted in the zone. Incidental instructional services in conjunction with another primary use shall not be included in this definition. (Ordinance No. 1083, 2-17-09)

SPECIFIED ANATOMICAL AREAS shall mean anatomical areas consisting of:
Less than completely and opaquely covered human genitals, pubic region, buttock, anus, or female breast(s) below a point immediately above the top of the areola; and,
Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES shall mean activities consisting of the following:
Actual or simulated sexual intercourse, oral copulation, anal intercourse, oral-anal copulation, bestiality, direct physical stimulation of unclothed genitals, flagellation or torture in the context of a sexual relationship, or the use of excretory functions in the context of a sexual relationship, and any of the following sexually-oriented acts of conduct: Anilingus, buggery, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pederasty, pedophilia, piquerism, sapphism, zooerasty; or
Clearly depicted human genitals in the state of sexual stimulation, arousal, or tumescence; or
Use of human or animal ejaculation, sodomy, oral copulation, coitus, or masturbation; or
Fondling or touching of nude human genitals, pubic region, buttocks, or female breast(s); or
Situation involving a person or persons, any of whom are nude, clad in undergarments or in sexually revealing costumes, and who are engaged in activities involving the flagellation, torture, fettering, binding, or other physical restraint or any such persons; or
Erotic or lewd touching, fondling, or other sexually-oriented contact with an animal by a human being; or
Human excretion, urination, menstruation, vaginal, or anal irrigation.

STATE shall mean the State of Nebraska.

STORAGE shall mean the keeping, in a roofed or unroofed area, of any goods, junk, material, merchandise, or vehicles on the same tract or premises for more than thirty (30) days.

STORY shall mean a space in a building between the surface of any floor and the surface of the floor above, or if there is not floor above, then the space between such floor and the ceiling or roof above.

STREET shall mean a public thoroughfare or right-of-way dedicated, deeded, or condemned for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except as excluded in this Regulation.

STREET, ARTERIAL shall mean a street designed with the primary function of efficient movement of through traffic between and around areas of a City, City, or county with controlled access to abutting property.

STREET, COLLECTOR shall mean a street or high way, which is intended to carry traffic from a minor street to major streets. Collector streets are usually the principal entrance streets to residential developments and the streets for circulation within the development.

STREET FRONTAGE shall mean the distance for which a lot line of a zone lot adjoins a public street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

STREET, LOCAL shall mean a street designed for local traffic that provides direct access to abutting residential, commercial, or industrial properties.

STREET, PRIVATE shall mean an open, unoccupied space, other than a street or alley dedicated to the public, but permanently established as the principal means of vehicular access to abutting properties. (Ordinance No. 1083, 2-17-09)

STREETSCAPE shall mean the scene as may be observed along a street *right-of-way* composed of natural and man-made components, including buildings, paving, plantings, *poles, signs, benches, and other miscellaneous amenities.* (Ordinance No. 1083, 2-17-09)

STRUCTURE shall mean anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming and wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts, and similar recreation areas.

STRUCTURE, TEMPORARY shall mean a structure permitted as a temporary use. (*Ordinance No. 1083, 2-17-09*)

STRUCTURAL ALTERATION shall mean any change in the support members of a building, such as in a bearing wall, column, beam or girder, floor or ceiling joists, roof rafters, roof diaphragms, foundations, piles, or retaining walls or similar components.

SUBDIVISION shall mean the division of land, lot, tract, or parcel into two or more lots, parcels, plats, or sites, or other divisions of land for the purpose of sale, lease, offer, or development, whether immediate or future. (*Ordinance No. 1083, 2-17-09*)

SECTION 4. Amendment of Section 5.05. Section 5.05 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.05 TA Transitional Agriculture District

5.05.01 Intent: The Transitional Agriculture District is established to recognize these properties as agricultural at present with the understanding that they may be suitable for development in the future. This district allows for existing agricultural properties to continue using the land in that manner.

5.05.02 Permitted Uses.

- 5.05.02.01 Farming, pasturing, truck gardening, orchards, greenhouses and nurseries, including the sale of products raised on the premises, provided that no livestock feedlot or yard for more than twelve (12) animals shall be established.
- 5.05.02.02 Farm dwellings for the owners and their families, tenants, and employees.
- 5.05.02.03 Public parks and recreation areas, playgrounds and conservation areas including flood control facilities.
- 5.05.02.04 Railroads, not including switching, terminal facilities or freight yards.
- 5.05.02.05 Public overhead and underground local distribution utilities.
- 5.05.02.06 Single family dwelling.
- 5.05.02.07 Churches.
- 5.05.02.08 Hydrogenation process.
- 5.05.02.09 Public services.
- 5.05.02.10 Publicly owned and operated facilities.
- 5.05.02.11 Roadside stands offering for sale agriculture products on the premises.

5.05.03 Permitted Conditional Uses:

- 5.05.03.01 Radio, television and wireless communication towers and transmitters, as per Section 7.11.
- 5.05.03.02 Cemeteries, provided all structures are located at least one hundred (100) feet from all property lines.
- 5.05.03.03 Wastewater treatment facilities.
- 5.05.03.04 Private recreation areas and facilities including country clubs, golf courses (but not miniature golf), soccer fields, indoor and outdoor tennis courts, and swimming pools.
- 5.05.03.05 Home occupations, as per Section 7.10.
- 5.05.03.06 Raising and care of animals for 4-H, Future Farmer of America (FFA) or other rural/school organizations.
- 5.05.03.07 Wind energy systems on tracts of more than ten (10) acres, as per Section 7.18.
- 5.05.03.08 Airports.
- 5.05.03.09 Campgrounds.
- 5.05.03.10 Water reservoir.
- 5.05.03.11 Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.

5.05.04 Permitted Accessory Uses:

- 5.05.04.01 Buildings and uses customarily incidental to the permitted and conditional uses.
- 5.05.04.02 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 5.05.04.03 Signs as provided for in Section 7.01 through 7.04.
- 5.05.04.04 Parking as provided for in Section 7.05 through 7.09.
- 5.05.04.05 Private outdoor swimming pool, and other similar facilities in conjunction with a residence.
- 5.05.04.06 Storage or parking of vehicles, boats, campers and trailer, as per Section 7.13.
- 5.05.04.07 Solar Energy Conversion Systems as provided for in Section 7.15.

5.05.05 Height and Lot Requirements:

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

Uses	Lot Area (Acres)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	20	660'	75'	25'	25'	45'	-
Permitted Conditional Uses	20	660'	75'	25'	25'	45'	-
Recreational Uses	20	330'	20'	20'	10'	75'	-
Accessory Buildings	-	-	100'	25'	10'	17'	-

SECTION 5. Amendment of Section 5.06. Section 5.06 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.06 R-1 Single-Family Residential.

5.06.01 Intent: The Single-Family Residential District is intended to permit low to medium-density residential developments to accommodate residential and compatible uses.

5.06.02 Permitted Uses:

- 5.06.02.01 Single family dwellings.
- 5.06.02.02 Public and private schools.
- 5.06.02.03 Public Services.
- 5.06.02.04 Publicly owned and operated facilities.
- 5.06.02.05 *Child Care Home, as per Section 7.10. (Ordinance No. 880, 11-19-02)*
- 5.06.02.06 *Group Care Home (Ordinance No. 1118, 4-6-10)*

5.06.03 Permitted Conditional Uses:

- 5.06.03.01 Public and private recreation areas as, country clubs, golf courses, lakes, common areas and swimming pools.
- 5.06.03.02 Churches, temples, seminaries, convents, including residences for teachers and pastors.
- 5.06.03.03 Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, storage, equipment buildings, garages, towers, or similar public service uses.
- 5.06.03.04 Home Occupations, as per Section 7.10.
- 5.06.03.05 Child Care Center.
- 5.06.03.06 Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.

5.06.04 Permitted Accessory Uses:

- 5.06.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.06.04.02 Decks, elevated patios either attached or detached.
- 5.06.04.03 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
- 5.06.04.04 Parking for permitted uses as per Section 7.05 through 7.09.
- 5.06.04.05 Signs allowed in Section 7.01 through 7.04.
- 5.06.04.06 Temporary buildings incidental to construction work where such building or structures are removed upon completion of work.
- 5.06.04.07 Landscaping as required by Section 7.17.
- 5.06.04.08 Solar Energy Conversion Systems as provided for in Section 7.15.

5.06.05 Height and Lot Requirements:

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

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Building Coverage
Single-family Dwelling (existing development ⁴) ²	5,000	60'	30'	5'	30'	35'	35%
Single-family Dwelling (future development ³) ²	7,000	70'	30'	10'	30'	35'	40%
Other Permitted Uses	8,000	75'	25'	25'	25'	35'	25%
Other Conditional Uses	8,000	75'	25'	25'	25'	45'	25%
Publicly owned and operated facilities ⁵	-	-	-	-	-	-	-
Accessory Buildings	-	-	50'	5'	5'	17'	10% ¹

¹ Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and accessory structure does not exceed 50%

² On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

³ Future development shall be defined as all new subdivisions created after the adoption of Ordinance No. 848 on November 20, 2001.

⁴ Existing development shall be defined as existing prior to the adoption of this regulation and shall not include any replatting or lot splits done after the date of original adoption.

⁵ Publicly owned and operated facilities are exempt from requirements of this subsection 5.06.05. (**Ordinance No. 1371, 10-15-19**)

SECTION 6. Amendment of Section 5.07. Section 5.07 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.07 R-2 Two-Family Residential

5.07.01 Intent: The purpose of this district is to permit single-family density residential with an increase of density to include duplexes and similar residential development in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

5.07.02 Permitted Uses:

- 5.07.02.01 Single family detached dwellings.
- 5.07.02.02 Single family attached.
- 5.07.02.03 Two-family, duplex, dwellings.
- 5.07.02.04 Public and private schools.
- 5.07.02.05 Publicly owned and operated facilities.
- 5.07.02.06 Public Services.
- 5.07.02.07 *Child Care Home, as per Section 7.10. (Ordinance No. 880, 11-19-02)*
- 5.07.02.08 *Group Care Home (Ordinance No. 1118, 4-6-10)*

5.07.03 Permitted Conditional Uses:

- 5.07.03.01 Bed and Breakfasts.
 1. Guest rooms shall be within the principal residential building only and not within an accessory building.
 2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.
- 5.07.03.02 Churches, temples, seminaries, and convents including residences for teachers and pastors.
- 5.07.03.03 *Nursing care and rehabilitation facilities, or assisted living facilities (Ordinance No. 1118, 4-6-10)*
- 5.07.03.04 Public utility substations, distribution centers, regulator stations, pumping stations, storage, equipment buildings, garages, towers, or similar uses.
- 5.07.03.05 Home Occupations as per Section 7.10.
- 5.07.03.06 Child Care Center.
- 5.07.03.07 Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.

5.07.04 Permitted Accessory Uses:

- 5.07.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.07.04.02 Decks, elevated patios either attached or detached.
- 5.07.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 5.07.04.04 Signs as provided for in Section 7.01 through 7.04.
- 5.07.04.05 Parking as provided for in Section 7.05 through 7.09.
- 5.07.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
- 5.07.04.07 Landscaping as required by Section 7.17.
- 5.07.04.08 Solar Energy Conversion Systems as provided for in Section 7.15.

5.07.05 Height and Lot Requirements:

5.07.05.01	The height and minimum lot requirements shall be follows:							
	Lot Area (SF)	Lot Width	Front Yard	Side Yard³	Rear Yard	Max. Height	Max. Building Coverage	
<i>Single-family Dwelling (existing development⁵)²</i>	5,000	50'	30'	5'	30'	35'	35%	
<i>Single-family Dwelling (future development⁴)²</i>	7,000	70'	30'	10'	30'	35'	40%	
<i>Two-family Dwelling²</i>	10,000	100'	30'	10'	30'	35'	40%	
Single-family attached	4,500	50' per unit	30'	10'	30'	35'	40%	
<i>Other Permitted Uses</i>	8,000	75'	30'	10'	30'	35'	30%	
Other Conditional Uses	8,000	75'	30'	10'	30'	45'	30%	
Publicly owned and operated facilities ⁶	-	-	-	-	-	-	-	
Accessory Buildings	-	-	50'	5'	5'	17'	10% ¹	

¹ Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and accessory structure does not exceed 50%.

² On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

³ The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.

⁴ *Future development shall be defined as all new subdivisions created after the adoption of Ordinance No. 848 on November 20, 2001.*

⁵ *Existing development shall be defined as existing prior to the adoption of Ordinance No. 848 and shall not include any replatting or lot splits done after the adoption of Ordinance No. 848 on November 20, 2001.*

(Ordinance No. 895, 2-04-03) (Ordinance No. 968, 11-15-05)

⁶ Publicly owned and operated facilities are exempt from requirements of this subsection 5.07.05. (**Ordinance No. 1371, 10-15-19**)

SECTION 7. Amendment of Section 5.08. Section 5.08 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.08 R-3 High Density Residential

5.08.01 Intent: The purpose of this district is to permit high density residential in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

5.08.02 Permitted Uses:

- 5.08.02.01 Townhouses and Condominiums.
- 5.08.02.02 Public and private schools.
- 5.08.02.03 Publicly owned and operated facilities.
- 5.08.02.04 Public Services.
- 5.08.02.05 *Child Care Home, as per Section 7.10. (Ordinance No. 880, 11-19-02)*
- 5.08.02.06 *Group Care Home (Ordinance No. 1118, 4-6-10)*
- 5.08.02.07 *Multiple family dwellings constructed prior to November 20, 2001(Ordinance No. 1132, 12-7-10)*

5.08.03 Permitted Conditional Uses:

- 5.08.03.01 Multiple family dwellings *constructed after November 20, 2001.*
- 5.08.03.02 Bed and Breakfast.
 1. Guest rooms shall be within the principal residential building only and not within an accessory building.
 2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.
- 5.08.03.03 Public utility substations, distribution centers, regulator stations, pumping *stations*, storage, equipment buildings, garages, towers, or similar uses.
- 5.08.03.04 Home Occupations, as per Section 7.10.
- 5.08.03.05 Child Care Center.
- 5.08.03.06 Charitable clubs and organizations.
- 5.08.03.07 *Nursing care and rehabilitation facilities, and assisted living facilities (Ordinance No. 1118, 4-6-10)*
- 5.08.03.08 *Congregate housing, senior apartments (age restricted to 55+ years old), or continuing care retirement community. (Ordinance No. 1118, 4-6-10)*
- 5.08.03.09 *Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.*

5.08.04 Permitted Accessory Uses:

- 5.08.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.08.04.02 Decks, elevated patios either attached or detached.
- 5.08.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 5.08.04.04 Signs as provided for in Section 7.01 through 7.04.
- 5.08.04.05 Parking as provided for in Section 7.05 through 7.09.
- 5.08.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
- 5.08.04.07 Landscaping as required by Section 7.17.
- 5.08.04.08 Solar Energy Conversion Systems as provided for in Section 7.15.

5.08.05 Height and Lot Requirements:

5.08.05.01 The height and minimum lot requirements shall be follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Building Coverage
Townhouses/Condominiums ⁴	2,500 per unit	25' per unit	30'	10' ⁵	30'	35'	40%
Multi-family Dwelling ³	2,250 per unit	100'	30'	(¹)	30'	45' ¹	40%
Other Permitted Uses	8,500	75'	30'	10'	30'	35'	30%
Other Conditional Uses	8,500	75'	30'	10'	30'	45'	30%
Publicly owned and operated facilities ⁶	-	-	-	-	-	-	-
Accessory Buildings	-	-	50'	5'	5'	17'	10% ²

¹ For Multi-Family units the side yard shall be 10 feet if it is a 3-story structure, and 5 feet additional side yard on each side shall be provided for each story in excess of 3 stories.

² Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and accessory structure does not exceed 50%

³ On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

⁴ This applies to Condominiums and Townhouses where there are three (3) more units connected and where there is a minimum of two (2) common walls; otherwise the criteria for single-family attached or two-family dwelling shall apply depending upon the appropriate condition.

⁵ Where there are three (3) or more units connected the side yard at the ends shall meet this criteria otherwise the side yard setback shall zero (0) at common walls.

6 Publicly owned and operated facilities are exempt from the requirements of this subsection 5.08.05. (**Ordinance No. 1371, 10-15-19**)

SECTION 8. Amendment of Section 5.09. Section 5.09 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.09 R-4 Condominium Residential

5.09.01 Intent: The purpose of this district is to permit high density residential, including condominium dwellings, in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

5.09.02 Permitted Uses:

- 5.09.02.01 Townhouses and Condominium dwellings.
- 5.09.02.02 Public and private schools.
- 5.09.02.03 Publicly owned and operated facilities.
- 5.09.02.04 *Child Care Home, as per Section 7.10. (Ordinance No. 880, 11-19-02)*
- 5.09.02.05 *Multiple family dwellings constructed prior to November 20, 2001. (Ordinance No. 1132, 12-07-10)*

5.09.03 Permitted Conditional Uses:

- 5.09.03.01 Multiple family dwellings *constructed after November 20, 2001.*
- 5.09.03.02 Bed and Breakfast.
 - 1. Guest rooms shall be within the principal residential building only and not within an accessory building.
 - 2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.
- 5.09.03.03 Churches, temples, seminaries, and convents including residences for teachers and pastors.
- 5.09.03.04 Public utility substations, distribution centers, regulator stations, pumping stations, storage, equipment buildings, garages, towers, or similar uses.
- 5.09.03.05 Home Occupations, as per Section 7.10.
- 5.09.03.06 Child Care Center.
- 5.09.03.07 Charitable clubs and organizations.
- 5.09.03.08 *Nursing care and rehabilitation facilities, and assisted living facilities (Ordinance No. 1118, 4-6-10)*
- 5.09.03.09 *Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.*

5.09.04 Permitted Accessory Uses:

- 5.09.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.09.04.02 Decks, elevated patios either attached or detached.
- 5.09.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 5.09.04.04 Signs as provided for in Section 7.01 through 7.04.
- 5.09.04.05 Parking as provided for in Section 7.05 through 7.09.
- 5.09.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
- 5.09.04.07 Landscaping as required by Section 7.17.
- 5.09.04.08 Solar Energy Conversion Systems as provided for in Section 7.15.

5.09.05 Height and Lot Requirements:

5.09.05.01 The height and minimum lot requirements shall be follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Building Coverage
Townhouses/Condominiums ⁴	2,500 per unit	25' per unit	30'	10' ⁵	30'	35'	40%
Multi-family Dwelling ³	2,250 per unit	100'	30'	(1)	30'	45' ¹	40%
Other Permitted Uses	8,500	75'	30'	10'	30'	35'	30%
Other Conditional Uses	8,500	75'	30'	10'	30'	45'	30%
Publicly owned and operated facilities ⁶	-	-	-	-	-	-	-
Accessory Buildings	-	-	50'	8'	10'	17'	10% ²

¹ For Multi-Family units the side yard shall be 10 feet if it is a 3-story structure, and 5 feet additional side yard on each side shall be provided for each story in excess of 3 stories.

² Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and accessory structure does not exceed 50%

³ On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

⁴ This applies to Condominiums and Townhouses where there are three (3) or more units connected and where there is a minimum of two (2) common walls; otherwise the criteria for single-family attached or two-family dwelling shall apply depending upon the appropriate condition.

⁵ Where there are three (3) or more units connected the side yard at the ends shall meet these criteria otherwise the side yard setback shall zero (0) at common walls. (**Ordinance No. 881, 11-19-02**)

⁶ Publicly owned and operated facilities are exempt from the requirements of this subsection 5.09.05. (**Ordinance No. 1371, 10-15-19**)

SECTION 9. Amendment of Section 5.10. Section 5.10 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.10 C-1 Shopping Center Commercial.

5.10.01 Intent: *The purpose and intent of the City of La Vista in establishing the C-1 Shopping Center Commercial District is to provide convenient local retail shopping and service areas within the city for all residents and to provide for the development of new local commercial districts where so designated. This includes uses such as retail stores, banks, theaters, business offices, restaurants, and taverns.* **(Ordinance No. 1253, 6-15-15)**

This district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

5.10.02 Permitted uses:

- 5.10.02.01 *Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (Ordinance No. 950, 3-1-05)*
- 5.10.02.02 Child care center.
- 5.10.02.03 Dance studio, not including uses defined in Adult Establishment.
- 5.10.02.04 Meeting hall, not including uses defined in Adult Establishment.
- 5.10.02.05 Museum, art gallery.
- 5.10.02.06 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
 - 1. Apparel shop.
 - 2. Appliance store.
 - 3. Antique store.
 - 4. Automobile parts and supply store.
 - 5. Bakery shop (retail).
 - 6. Barber and Beauty shop.
 - 7. Bicycle shop.
 - 8. Book store, not including uses defined in Adult Establishment.
 - 9. Brew-on premises store.
 - 10. Camera store.
 - 11. Communication services.
 - 12. Computer store.
 - 13. Confectionery.
 - 14. Dairy products sales.
 - 15. Drug store.
 - 16. Dry cleaning and laundry pickup.
 - 17. Exercise, fitness and tanning spa, not including uses defined in Adult Establishment.
 - 18. Food Sales (Limited).
 - 19. Food Sales (General).
 - 20. Floral shop.
 - 21. Mortuary.
 - 22. Furniture store or showroom.
 - 23. Gift and curio shop.
 - 24. Gunsmith.
 - 25. Hardware store.
 - 26. Hobby, craft, toy store.
 - 27. Jewelry store.
 - 28. Liquor store.
 - 29. Locksmith.
 - 30. Meat market, retail.
 - 31. Music retail store.
 - 32. Newsstands, not including uses defined in Adult Establishment.
 - 33. Paint store.
 - 34. Photographer.
 - 35. Picture framing shop.
 - 36. Reservation center.
 - 37. Restaurants, cafes and fast food establishments.
 - 38. Second hand stores.
 - 39. Shoe store.
 - 40. Sporting goods.
 - 41. Stamp and coin stores.
 - 42. Tailors and dressmakers.
 - 43. Tanning salon.
 - 44. Travel agencies.
 - 45. Video store, not including uses defined in Adult Establishment.
 - 46. Social club and fraternal organizations, not including uses defined in Adult Establishment.

47. Telephone exchange.
48. Telephone answering service.
49. Public overhead and underground local distribution utilities.
50. *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*
51. *Adult Day Care Services (Ordinance No. 1328, 9-18-18)*
52. *Tutoring and Exam Preparation Services (Ordinance No. 1341, 2-5-19)*
53. *Personal Services, not including uses defined in Adult Entertainment Establishment. (Ordinance No. 1369, 10-1-19)*

5.10.03 Permitted Conditional Uses:

- 5.10.03.01 Recreational establishments.
- 5.10.03.02 Department Store.
- 5.10.03.03 Variety store, not including uses defined in Adult Establishment.
- 5.10.03.04 Amusement arcades.
- 5.10.03.05 Brew Pubs.
- 5.10.03.06 Coffee Kiosks.
- 5.10.03.07 Micro breweries when in conjunction with a restaurant.
- 5.10.03.08 Automated Teller Machines when not within the interior of a primary use.
- 5.10.03.09 Theater, indoor, not including uses defined in Adult Establishment.
- 5.10.03.10 Bowling center.
- 5.10.03.11 Business or trade school.
- 5.10.03.12 Commercial greenhouse.
- 5.10.03.13 Mail order services.
- 5.10.03.14 Pinball or video games business.
- 5.10.03.15 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.10.03.16 Totally enclosed, automated and conveyor-style car washes.
- 5.10.03.17 Convenience store with limited fuel sales.
- 5.10.03.18 Garden supply and retail garden center.
- 5.10.03.19 Outdoor storage in conjunction with another primary use.
- 5.10.03.20 Pet Health Services, provided the following:
 1. Said use is totally enclosed within a building.
 2. Said services shall be provided for dogs, cats, birds, fish, and similar small animals customarily used as household pets.
 3. Typical uses include animal veterinary clinics with overnight boarding, only if medically necessary, not exceeding 48 hours.
 4. Grooming shall only be associated with medical appointment.
 5. This excludes uses for livestock and other large animals and uses for general grooming, dog bathing and clipping salons.
- 5.10.03.21 *Self-storage units, provided:*
 1. *Storage unit is an extension of an existing self-storage unit or facility.*
 2. *The topography and access of the property will limit the development of identified commercial uses.*
 3. *No outdoor storage.*
 4. *Unit or facility provides perimeter fencing in accordance with this ordinance and a vegetative screen of at least six (6) feet in height and twenty (20) feet in width to any adjacent residential zoned property.*
 5. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
 6. *Applications for self-storage units under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its affect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*
 7. *Such use shall not be located adjacent to the intersection of two or more arterial streets.*
 8. *The property shall have at least one boundary line that is adjacent to other property that is zoned I-1 Light Industrial or I-2 Heavy Industrial.*
 9. *Such use shall not include storage of explosives or hazardous materials and shall be in accordance with the intent, purpose and spirit of this ordinance and the Comprehensive Development Plan of La Vista, Nebraska.*

(Ordinance No. 954, 7-5-05)
- 5.10.03.22 *Event center, provided:*
 1. *A conditional use permit would need to include specifics to the design and operation of the proposed center and individual activities, including, but not limited to, a detailed site plan and floor plan, a complete list of appointed or designated managers for each event at the center, and a complete description and duration of each event submitted to the city prior to each event.*

2. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
3. *Buildings utilized as event centers shall be accompanied by evidence concerning the feasibility of the proposed request and its affect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*
4. *All signage shall comply with the City's established regulations.*

- 5.10.03.23 *Animal Specialty Services with or without overnight boarding of animals and outdoor exercise areas. (Ordinance No. 1253, 6-16-15)*
- 5.10.03.24 *Pet Shop. (Ordinance No. 1253, 6-16-15)*

5.10.04 Permitted Accessory Uses:

- 5.10.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.10.04.02 Parking as allowed in Section 7.05 through 7.09.
- 5.10.04.03 Signs allowed in Section 7.01 through 7.04.
- 5.10.04.04 Landscaping as required by Section 7.17.
- 5.10.04.05 Solar Energy Conversion Systems as provided for in Section 7.15.

5.10.05 Permitted Temporary Uses

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. *All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter. (Ordinance No. 998, 7-18-06)*

- 5.10.05.01 Temporary greenhouses.
- 5.10.05.02 Temporary structures as needed for sidewalk and other outdoor sales events.
- 5.10.05.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.
- 5.10.05.04 Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*
- 5.10.05.05 Temporary structure for festivals or commercial events.

5.10.06 Height and Lot Requirements:

- 5.10.06.01 The height and minimum lot requirements shall be as follows:

<i>Uses</i>	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	-	150'	25' ¹	10'	25'	45'	60%
Permitted Conditional Uses	-	150'	25' ¹	10'	25'	45'	60%

^{1.} 25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.

5.10.07 Use Limitations:

- 5.10.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district.
- 5.10.07.02 Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04.
- 5.10.07.03 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

SECTION 10. Amendment of Section 5.11. Section 5.11 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.11 C-2 General Commercial District

5.11.01 Intent: The General Commercial District is intended to establish standards that will foster and maintain an area within the district boundaries that will benefit the retail trade, business, cultural, and social activities of the entire community. In addition, this district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

5.11.02 Permitted Uses:

- 5.11.02.01 *Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, printing, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (Ordinance No. 950, 3-1-05)*
- 5.11.02.02 Child care center.

- 5.11.02.03 Dance studio, not including uses defined in Adult Establishment.
- 5.11.02.04 Meeting hall, not including uses defined in Adult Establishment.
- 5.11.02.05 Museum, art gallery.
- 5.11.02.06 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
 - 1. Apparel shop.
 - 2. Appliance store.
 - 3. Antique store.
 - 4. Automobile parts and supply store.
 - 5. Bakery shop (retail).
 - 6. Barber and Beauty shop.
 - 7. Bicycle shop.
 - 8. Book store, not including uses defined in Adult Establishment.
 - 9. Brew-on premises store.
 - 10. Camera store.
 - 11. Communication services.
 - 12. Computer store.
 - 13. Confectionery.
 - 14. Dairy products sales.
 - 15. Drug store.
 - 16. Dry cleaning and laundry pickup.
 - 17. Exercise, fitness and tanning spa, not including uses defined in Adult Establishment.
 - 18. Floral shop.
 - 19. Mortuary.
 - 20. Food Sales (Limited).
 - 21. Food Sales (General).
 - 22. Furniture store or showroom.
 - 23. Gift and curio shop.
 - 24. Gunsmith.
 - 25. Hardware store.
 - 26. Hobby, craft, toy store.
 - 27. Jewelry store.
 - 28. Liquor store.
 - 29. Locksmith.
 - 30. Meat market, retail.
 - 31. Music retail store.
 - 32. Music studio.
 - 33. Newsstands, not including uses defined in Adult Establishment.
 - 34. Paint store.
 - 35. Photographer.
 - 36. Picture framing shop.
 - 37. Reservation center.
 - 38. Restaurants, cafes and fast food establishment.
 - 39. Second hand stores.
 - 40. Shoe store.
 - 41. Sporting goods.
 - 42. Stamp and coin stores.
 - 43. Tailors and dressmakers.
 - 44. Tanning salon.
 - 45. Travel agencies.
 - 46. Video store, not including uses defined in Adult Establishment.
 - 47. Social club and fraternal organizations, not including uses defined in Adult Establishment.
 - 48. Telephone exchange.
 - 49. Telephone answering service.
 - 50. Theater, indoor, not including uses defined in Adult Establishment.
 - 51. Public overhead and underground local distribution utilities.
 - 52. *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*
 - 53. *Tutoring and Exam Preparation Services (Ordinance No. 1341, 2-5-19)*
 - 54. *Personal Services, not including uses defined in Adult Entertainment Establishment. (Ordinance No. 1369, 10-1-19)*

5.11.03 Permitted Conditional Uses:

- 5.11.03.01 Recreational establishments.
- 5.11.03.02 Variety store, not including uses defined in Adult Establishment
- 5.11.03.03 Amusement arcades.
- 5.11.03.04 Bowling center.
- 5.11.03.05 Brew Pubs.
- 5.11.03.06 Micro breweries when in conjunction with a restaurant.
- 5.11.03.07 Coffee Kiosks.
- 5.11.03.08 Automated Teller Machines when not within the interior of a primary use.
- 5.11.03.09 Business or trade school.

- 5.11.03.10 Garden supply and retail garden center.
- 5.11.03.11 Commercial greenhouse.
- 5.11.03.12 Mail order services.
- 5.11.03.13 Pinball or video games business.
- 5.11.03.14 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.11.03.15 Totally enclosed, automated and conveyor-style car washes.
- 5.11.03.16 Convenience store with limited fuel sales.
- 5.11.03.17 Residences in conjunction with the principal use when located above the ground floor.
- 5.11.03.18 Churches, temples, seminaries, and convents including residences for teachers and pastors.
- 5.11.03.19 Car wash.
- 5.11.03.20 Retail building material sales; provided that the following minimum standards are present:
 1. All lumber shall be enclosed with the primary structure.
 2. All year round landscaping materials shall be enclosed within the primary structure.
 3. All outdoor storage shall be temporary and shall comply with the provisions for Temporary Uses, as per this Ordinance.
- 5.11.03.21 Service station with minor automobile repair services.
- 5.11.03.22 Tire store and minor automobile repair service.
- 5.11.03.23 *Animal Specialty Services with or without overnight boarding of animals and outdoor exercise areas. (Ordinance No. 1254, 6-16-15)*
- 5.11.03.24 *Pet Shop. (Ordinance No. 1254, 6-16-15)*

5.11.04 Permitted Temporary Uses

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. *All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter. (Ordinance No. 998, 7-18-06)*

- 5.11.04.01 Temporary greenhouses.
- 5.11.04.02 Temporary structures as needed for sidewalk and other outdoor sales events.
- 5.11.04.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.
- 5.11.04.04 Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*
- 5.11.04.05 Temporary structure for festivals or commercial events.

5.11.05 Permitted Accessory Uses

- 5.11.05.01 Buildings and uses customarily incidental to the permitted uses.
- 5.11.05.02 Parking as permitted in Section 7.05 through 7.09.
- 5.11.05.03 Signs allowed in Section 7.01 through 7.04.
- 5.11.05.04 Landscaping as required by Section 7.17.
- 6.11.05.05 Solar Energy Conversion Systems as provided for in Section 7.15.

5.11.06 Height and Lot Requirements:

- 5.11.06.01 The height and minimum lot requirements shall be as follows:

<i>Uses</i>	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	-	25' ¹	15'	15'	45'	60%
Permitted Conditional Uses	10,000	-	25' ¹	15'	15'	45'	60%

¹ 25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.

5.11.07 Use Limitations:

- 5.11.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.14.04.
- 5.11.07.02 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

SECTION 11. Amendment of Section 5.12. Section 5.12 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.12 C-3 Highway Commercial / Office Park District

5.12.01 Intent: The Highway Commercial / Office Park District is intended for large scale commercial and office park development. In addition, this district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

5.12.02 Permitted Uses:

- 5.12.02.01 *Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (Ordinance No. 950, 3-1-05)*
- 5.12.02.02 Museum, art gallery.
- 5.12.02.03 Entertainment Venue, indoor, not including uses defined in Adult Establishment. *(Ordinance No. 1219, 7-15-14)*
- 5.12.02.04 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
 - 1. Book store, not including uses defined in Adult Establishment.
 - 2. Brew-on premises store.
 - 3. Dry cleaning and laundry pickup.
 - 4. Floral shop.
 - 5. Gift and curio shop.
 - 6. Jewelry store.
 - 7. Reservation center.
 - 8. Restaurants, cafes and fast food establishment.
 - 9. Travel agencies.
 - 10. Office Park developments.
 - 11. Video store, not including uses defined in Adult Establishment.
 - 12. Meeting Halls not including Adult Establishments.
 - 13. Theater, indoor, not including uses defined in Adult Establishment. *(Ordinance No. 1219, 7-15-14)*
 - 14. Coffee kiosks. *(Ordinance No. 1219, 7-15-14)*
 - 15. Department stores. *(Ordinance No. 1219, 7-15-14)*
 - 16. Retail trade centers. *(Ordinance No. 1219, 7-15-14)*
 - 17. Shopping centers. *(Ordinance No. 1219, 7-15-14)*
 - 18. Commercial strip shopping center. *(Ordinance No. 1219, 7-15-14)*
 - 19. Tutoring and Exam Preparation Services *(Ordinance No. 1341, 2-5-19)*
 - 20. Personal Services, not including uses defined in Adult Entertainment Establishment. *(Ordinance No. 1369, 10-1-19)*
- 5.12.02.04 *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*

5.12.03 Permitted Conditional Uses:

- 5.12.03.01 Automobile display, sales, service, and repair.
- 5.12.03.02 Brew Pubs.
- 5.12.03.03 Micro breweries when in conjunction with a restaurant.
- 5.12.03.04 Entertainment Venue, indoor, but which may include outdoor events, not including uses defined in Adult Establishment. *(Ordinance No. 1219, 7-15-14)*
- 5.12.03.05 Automated Teller Machines when not within the interior of a primary use.
- 5.12.03.06 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.12.03.07 Convenience store with limited fuel sales.
- 5.12.03.08 Churches and temples.
- 5.12.03.09 Hotels, including restaurants, convention and meeting facilities and other related uses, not including uses defined in Adult Establishment.
- 5.12.03.10 Outlet Shopping Center.
- 5.12.03.11 Health Clubs and tanning salon, not including uses defined in Adult Establishment.
- 5.12.03.12 Health Recreation Facilities, not including uses defined in Adult Establishment.
- 5.12.03.13 *Child Care Center. (Ordinance No. 1041, 7-17-07)*
- 5.12.03.14 *Colleges and Universities. (Ordinance No. 1169, 3-6-12)*

5.12.04 Permitted Temporary Uses

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. *All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter. (Ordinance No. 998, 7-18-06)*

- 5.12.04.01 Temporary greenhouses.
- 5.12.04.02 Temporary structures as needed for sidewalk and other outdoor sales events.
- 5.12.04.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.
- 5.12.04.04 Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*
- 5.12.04.05 Temporary structure for festivals or commercial events.

5.12.05 Permitted Accessory Uses

- 5.12.05.01 Buildings and uses customarily incidental to the permitted uses.
- 5.12.05.02 Parking as permitted in Section 7.05 through 7.09.
- 5.12.05.03 Signs allowed in Section 7.01 through 7.04.

- 5.12.05.04 Landscaping as required by Section 7.17.
- 5.12.05.05 Solar Energy Conversion Systems as provided for in Section 7.15.

5.12.06 Height and Lot Requirements:

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

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	-	25' ¹	15'	15'	90' ²	60%
Permitted Conditional Uses	10,000	-	25' ¹	15'	15'	90' ²	60%

¹ 25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.

² Any building within 100 feet of a residentially zoned district shall not exceed 45 feet in height. (Ordinance No. 1082, 11-18-08)

5.12.07 Use Limitations:

- 5.12.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.14.04.
- 5.12.07.02 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

SECTION 12. Amendment of Section 5.13. Section 5.13 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.13 I-1 Light Industrial.

5.13.01 Intent: *It is the intent of the Light Industrial District Regulations to provide for limited industrial uses and services, including some retail businesses, wholesaling, and storage activities; to preserve land for the expansion of basic economic activities; to avoid incompatible land uses, to serve these areas with adequate transportation facilities, and to prevent or mitigate hazards to adjacent properties. (Ordinance No. 1053, 1-15-08)*

5.13.02 Permitted Uses: (Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)

- 5.13.02.01 Light Manufacturing
- 5.13.02.02 Automotive services, except repair, towing and wrecking
- 5.13.02.03 Business services
- 5.13.02.04 Facilities for building construction contractors
- 5.13.02.05 Landscape and horticultural services
- 5.13.02.06 Medical and dental laboratories
- 5.13.02.07 Assembly of electrical and electronic appliances
- 5.13.02.08 Miscellaneous repair services, not including automotive
- 5.13.02.09 Printing, publishing, and allied industries
- 5.13.02.10 Electric, gas and sanitary services, not including collection and disposal of solid waste or hazardous waste
- 5.13.02.11 General warehousing
- 5.13.02.12 Testing laboratories
- 5.13.02.13 Publicly owned and operated facilities (Ordinance No. 950, 3-1-05)
- 5.13.02.14 Special and vocational training facilities (Ordinance No. 950, 3-1-05)
- 5.13.02.15 Wholesale trade of goods
- 5.13.02.16 Microbreweries without on-site sales (Ordinance No. 1292, 9-6-16)

5.13.03 Permitted Conditional Uses: (Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)

- 5.13.03.01 Animal specialty services
- 5.13.03.02 Automotive rental / leasing and other heavy equipment rental
- 5.13.03.03 Household furniture, furnishings, and equipment store
- 5.13.03.04 Hardware, lawn and garden supply store
- 5.13.03.05 Lumber and other building materials dealer
- 5.13.03.06 Outdoor display of merchandise
- 5.13.03.07 Radio, television and communication towers and transmitters, as per Section 7.11
- 5.13.03.08 Utility substations, terminal facilities, and reservoirs
- 5.13.03.09 Farm-implement sales and service
- 5.13.03.10 Cabinetry millwork
- 5.13.03.11 Gasoline service stations
- 5.13.03.12 Automotive repair services
- 5.13.03.13 Sale of recreational vehicles, including boats and jet skis
- 5.13.03.14 Indoor recreational facility (Ordinance No. 918, 10-6-03)
- 5.13.03.15 Veterinary Services, not including livestock
- 5.13.03.16 Self-service storage facility (Ordinance No. 1069, 8-19-08)
- 5.13.03.17 Industrial Condominiums (Ordinance No. 1246, 4-21-15)
- 5.13.03.18 Microbreweries with on-site sales (Ordinance No. 1292, 9-6-16)

5.13.03.19 *Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.*

5.13.04 Permitted Accessory Uses

- 5.13.04.01 Buildings and uses customarily incidental to the permitted uses
- 5.13.04.02 Parking as permitted in Section 7.05 through 7.09
- 5.13.04.03 Signs allowed in Section 7.01 through 7.04
- 5.13.04.04 Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work
- 5.13.04.05 Landscaping as required by Section 7.17
- 5.13.04.06 Solar Energy Conversion Systems as provided for in Section 7.15.

5.13.05 Height and Lot Requirements:

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

<i>Use</i>	Lot Area (SF)²	Lot Width²	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	100	35' ¹	30'	25'	45'	65%
Permitted Conditional Uses	10,000	100	35' ¹	30'	25'	45'	65%
Accessory Buildings	-	-	70'	10'	10'	25'	20%

¹ 35' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of sixty (60) feet.

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

5.13.06 Use Limitations:

- 5.13.06.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within *thirty (30)* feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04. **(Ordinance No. 1053, 1-15-08)**
- 5.13.06.02 No outdoor storage, except the display of merchandise for sale to the public, shall be permitted.
- 5.13.06.03 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 5.13.06.04 *No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling. (Ordinance No. 1053, 1-15-08)*

5.13.07 Performance Standards:

See Section 7.16 of the Supplemental Regulations.

SECTION 13. Amendment of Section 5.14. Section 5.14 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.14 I-2 Heavy Industrial

5.14.01 Intent: *It is the intent of the Heavy Industrial District Regulations to provide for industrial uses and services, including some manufacturing, wholesaling and storage activities; to preserve land for the expansion of the basic economic activities; to avoid incompatible land uses; to serve these areas with adequate transportation facilities; and to prevent or mitigate hazards to adjacent properties. (Ordinance No. 1053, 1-15-08)*

Adult Entertainment Facilities are included in this Zoning District. The intent of the La Vista Zoning Ordinance is not to prohibit these uses but to regulate the secondary effects of these uses within the community.

5.14.02 Permitted Uses: (Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)

- 5.14.02.01 Assembly, fabrication, *packaging*, and processing of products inside an enclosed building, except hazardous or toxic materials
- 5.14.02.02 *Automotive services, except repair, towing and wrecking*
- 5.14.02.03 *Business services*
- 5.14.02.04 *Facilities for building construction contractors*
- 5.14.02.05 *Landscape and horticultural services*
- 5.14.02.06 *Medical and dental laboratories*
- 5.14.02.07 *Miscellaneous repair services, not including automotive*
- 5.14.02.08 *Printing, publishing, and allied industries*
- 5.14.02.09 *Electric, gas and sanitary services, not including collection and disposal of solid waste or hazardous waste*
- 5.14.02.10 *General warehousing*

5.14.02.11	Testing laboratories
5.14.02.12	Facilities for heavy construction contractors
5.14.02.13	Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components
5.14.02.14	Manufacture of light sheet metal products including heating and ventilation equipment.
5.14.02.15	Manufacturing of food and kindred products, limited to bakery items, dairy products, sugar and confectionary products, and beverages
5.14.02.16	Manufacturing stone, clay, glass and concrete products
5.14.02.17	Millwork; veneer, plywood and structural wood products manufacturing-
5.14.02.18	Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)
5.14.02.19	Special and vocational educational and training facilities. (Ordinance No. 950, 3-1-05)
5.14.02.20	Transportation services
5.14.02.21	Trucking and courier services, except air
5.14.02.22	Veterinary Services, including livestock
5.14.02.23	Wholesale trade of goods
5.14.02.24	Microbreweries without on-site sales (Ordinance No. 1292, 9-6-16)

5.14.03 Permitted Conditional Uses: (Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)

5.14.03.01	Automotive rental / leasing and other heavy equipment rental
5.14.03.02	Manufacturing of food and kindred products, except bakery items, dairy products, sugar and confectionary products, and beverages
5.14.03.03	Lumber and other building materials dealer
5.14.03.04	Outdoor storage or display of merchandise
5.14.03.05	Radio, television and communication towers and transmitters, as per Section 7.11
5.14.03.06	Utility substations, terminal facilities, and reservoirs
5.14.03.07	Farm-implement sales and service
5.14.03.08	Temporary Batch plant for concrete, asphalt, or paving material, not to exceed 24 months of operations
5.14.03.09	Cabinetry millwork
5.14.03.10	Recycling center for computers, televisions and household items
5.14.03.11	Storage of bulk petroleum products
5.14.03.12	The manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities. (Ordinance No. 855, 3-5-02)
5.14.03.13	Gasoline service stations
5.14.03.14	Automotive repair services
5.14.03.15	Sale of recreational vehicles, including boats and jet skis
5.14.03.16	Indoor recreational facility (Ordinance No. 918, 10-6-03)
5.14.03.17	Self-service storage facility (Ordinance No. 1069, 8-19-08)
5.14.03.18	Adult Entertainment establishments

1. No Adult business shall be closer than 500 feet to any similar use and no closer than 500feet to a residential district / use, religious uses, educational uses and recreational uses. Measurements shall be made in a straight line, without regard to intervening structures or objects, from the main entrance of such adult business to the point on the property line of such other adult business, residential district / use, religious use, educational uses and recreational use. In addition, no Adult establishment shall be located within the Gateway Corridor Overlay or within 500 feet of said Overlay Corridor.
2. Said businesses shall be screened along adjoining property lines as to prevent any direct visual contact of the adult business at the perimeter.
3. Doors, curtains and any other means of obstruction to the opening of all booths and other preview areas, including but not limited to Adult Novelty Businesses, Adult Motion Picture Arcades, Adult Mini-Motion Picture Theaters, and Adult Motion Picture Theaters shall be removed and kept off at all times during the execution of this Permit. Failure to comply with this condition shall result in revocation of the Conditional Use Permit.
4. No adult business shall be open for business between the hours of one am and six a.m.
5. The proposed location, design, construction and operation of the particular use adequately safeguards the health, safety, and general welfare of persons residing or working in adjoining or surrounding property.
6. Such use shall not impair an adequate supply of light and air to surrounding property.
7. Such use shall not unduly increase congestion in the streets or public danger of fire and safety.
8. Any explicit signs shall not be seen from any point off-premises.
9. Such use shall not diminish or impair established property values in adjoining or surrounding property.

10. Such use shall be in accord with the intent, purpose and spirit of this Ordinance and the Comprehensive Development Plan of La Vista, Nebraska.
11. Applications for adult businesses under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its effect on surrounding property and shall include a site plan defining the areas to be developed for buildings and structure, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls, the location and type of landscaping, and the location, size and number of signs.
12. An adult business shall post a sign at the entrance of the premises which shall state the nature of the business and shall state that no one under the age of eighteen (18) years of age is allowed on the premises. This Section shall not be construed to prohibit the owner from establishing an older age limitation for coming on the premises.
13. Prohibited Activities of Adult Businesses
 - A. No adult business shall employ any person less than eighteen (18) years of age.
 - B. No adult business shall furnish any merchandise or services to any person who is under eighteen (18) years of age.
 - C. No adult business shall be conducted in any manner that permits the observation of any model or any material depicting, describing or relating to specified sexual activities or specified anatomical areas by display, decoration, sign, show window or other opening from any public way or from any property not licensed as an adult use. No operator of an adult business or any officer, associate, member, representative, agent, owner, or employee of such business shall engage in any activity or conduct in or about the premises which is prohibited by this Ordinance or any other laws of the State.
 - D. No part of the interior of the adult business shall be visible from the pedestrian sidewalk, walkway, street, or other public or semi-public area.

- 5.14.03.19 *Industrial Condominiums (Ordinance No. 1247, 4-21-15)*
- 5.14.03.20 *Microbreweries with on-site sales (Ordinance No. 1292, 9-6-16)*
- 5.14.03.21 *Concrete Batch Plants (Ordinance No. 1329, 9-19-18)*
- 5.14.03.22 *Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.*

5.14.04 Permitted Accessory Uses:

- 5.14.04.01 Buildings and uses customarily incidental to the permitted uses
- 5.14.04.02 Parking as permitted in Section 7.05 through 7.09
- 5.14.04.03 Signs allowed in Section 7.01 through 7.04
- 5.14.04.04 Temporary buildings and uses incidental to construction work which will be removed upon completion or abandonment of the construction work
- 5.14.04.05 Live-in quarters used by live-in watchman or custodians during periods of construction
- 5.14.04.06 Landscaping as required by Section 7.17
- 5.14.04.07 Solar Energy Conversion Systems as provided for in Section 7.15.

5.14.05 Height and Lot Requirements:

- 5.14.05.01 The height and minimum lot requirements shall be as follows:

<i>Use</i>	Lot Area (SF)²	Lot Width²	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	100	35' ¹	30'	25'	45'	75%
Permitted Conditional Uses	10,000	100	35' ¹	30'	25'	45'	75%
Accessory Buildings	-	-	70'	10'	10'	25'	20%

¹ 35' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of sixty (60) feet.

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

5.14.06 Use Limitations:

- 5.14.06.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within *thirty (30)* feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04. **(Ordinance No. 1053, 1-15-08)**
- 5.14.06.02 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 5.14.06.03 *No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful*

enjoyment of any surrounding property, structure, or dwelling. (Ordinance No. 1053, 1-15-08)

5.14.07 Performance Standards:

See Section 7.16 of the Supplemental Regulations.

SECTION 14. Amendment of Section 5.16. Section 5.16 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.16 R-M Mobile Home Residential - District

5.16.01 Intent: The intent of the Mobile Home Residential District shall be to provide for mobile home dwellings on leased or owned property in areas where a mobile home park is appropriate, where such development is recognized as being in the best interests of the citizens and taxpayers of La Vista.

5.16.02 Permitted Uses

The following uses are permitted in the R-M Mobile Home Residential District.

- 5.16.02.01 Single family dwelling.
- 5.16.02.02 Mobile Home Dwellings.
- 5.16.02.03 Public School.
- 5.16.02.04 Private and public park, playground and recreational facilities.
- 5.16.02.05 Church, educational facilities and parish house.
- 5.16.02.06 Multi-unit dwellings provided such use is part of a Planned Unit Development-Residential.
- 5.16.02.07 Public buildings.
- 5.16.02.08 Child Care Homes.

5.16.03 Permitted Conditional Uses

- 5.16.03.01 Home occupation, subject to Section 7.10
- 5.16.03.02 Child Care Center
- 5.16.03.03 Utility installations such as electric substations, sewer lift stations, telephone exchanges, gas regulators and major transmission lines (not including utility office, repair, storage or production facilities).
- 5.16.03.04 Sewage disposal and water supply and treatment facilities.
- 5.16.03.05 Campgrounds.
- 5.17.03.06 *Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.*

5.16.04 Permitted Accessory Uses.

- 5.16.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.16.04.02 Parking as provided for in Section 7.05 through 7.09.
- 5.16.04.03 Signs as provided for in Section 7.01 through 7.04.
- 6.16.04.04 Solar Energy Conversion Systems as provided for in Section 7.15.

5.16.05 Area and Lot Requirements

- 5.16.05.01 A mobile home park shall have an area of not less than five (5) acres. No mobile homes or other structures shall be located less than eighty-three (83) feet from the road centerline when contiguous to or having frontage to a County road or state highway. The setback on all other court property lines shall be twenty-five (25) feet. These areas shall be landscaped. The minimum lot width for a mobile home park shall be two hundred (200) feet.
- 5.16.05.02 Each lot provided for occupancy of a single mobile home shall have an area of not less than five thousand (5,000) square feet, excluding road R.O.W., and a width of not less than fifty (50) feet for an interior lot, eighty (80) feet for a corner lot, or forty-five (45) feet when facing a cul-de-sac turnaround or curve on a minor loop street. Each individual lot shall have:
 - 1. Side yards shall not be less than ten (10) feet on one side and not less than ten (10) feet on the other side, except that on corner lots, the setback for all buildings shall be a minimum of thirty (30) feet on the side abutting a street/road.
 - 2. Front yard of not less than thirty (30) feet.
 - 3. A rear yard of not less than twenty-five (25) feet.
- 5.16.05.03 There shall be a minimum livable floor area of five hundred (500) square feet in each mobile home, when mobile home is owned and leased by the mobile home park owner.
- 5.16.05.04 Height of Buildings.
 - 1. Maximum height for principal uses: thirty-five (35) feet.
 - 2. Maximum height for accessory uses: twenty (20) feet.

- 5.16.05.05 Each lot shall have access to a hard surfaced drive not less than twenty-two (22) feet in width excluding parking
- 5.16.05.06 City water and sewage disposal facilities shall be provided with connections to each lot. The water supply shall be sufficient for domestic use and for fire protection.
- 5.16.05.07 Tie downs shall meet all manufacturers' recommendations.
- 5.16.05.08 Service buildings including adequate laundry and drying facilities, and toilet facilities for mobile homes which do not have these facilities within each unit.
- 5.16.05.09 Not less than 8% of the total court area shall be designated and used for park, playground and recreational purposes.
- 5.16.05.10 Limitations on Lot Coverage shall be no more than 45%.
- 5.16.05.11 Storm shelters shall be required and shall meet the following criteria:
 - 1. Shelter space equivalent to two (2) persons per mobile home lot,
 - 2. Designed in conformance with "National Performance Criteria for Tornado Shelters" by the Federal Emergency Management Agency (FEMA) and any other referenced material by FEMA,
 - 3. Shelters shall be sited in order to provide maximum protection to park occupants and so that residents may reach a shelter within the maximum safe time frame as directed by FEMA.
- 5.16.05.12 All mobile home pad locations shall be hard surfaced with properly reinforced Poured in Place Concrete.
- 5.16.05.13 All mobile homes shall have skirting which is in good repair, meets manufacturer standards, and is in conformance with the color scheme of the trailer.
- 5.16.05.14 All off-street parking shall be hard surfaced.
- 5.16.05.15 All Mobile homes shall comply with all other City Ordinances.

5.16.06 Plan Requirements

- 5.16.06.01 A complete plan of the mobile home court shall be submitted showing:
 - 1. A development plan and grading plan of the court.
 - 2. The area and dimensions of the tract of land.
 - 3. The number, location, and size of all mobile home spaces.
 - 4. The number, location, and size of all hard surfaced pads shall be shown.
 - 5. The area and dimensions of the park, playground and recreation areas.
 - 6. The location and width of roadways and walkways.
 - 7. The location of service buildings and any other proposed structures.
 - 8. The location of water and sewer lines and sewage disposal facilities.
 - 9. Plans and specifications of all buildings and other improvements constructed or to be constructed within the mobile home court.

SECTION 15. Amendment of Section 5.19. Section 5.19 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.19 MU-CC Mixed Use City Centre District

5.19.01 Intent: The intent of the Mixed Use Town Centre District (MU-CC) is to:

- 1. Accommodate mixed use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units and office uses above the ground floor;
- 2. Buildings can be solely residential provided they are designed in a building-forward environment, with buildings at the street edge or having only shallow front setbacks.
- 3. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets; and
- 4. Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction.

5.19.02 Permitted Uses:

Uses are allowed in "MU-CC" zoning districts in accordance with the use table of this section.

Uses Allowed in the MU-CC Zoning District

Use Category (Specific Use Type)	MU-CC District
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Residential:

Artist Live/Work Space located above the ground floor	P
Artist Live/Work Space, ground floor	P

Bed & breakfasts	P
Townhouses/condominiums	P
Multi-Family, above ground floor	P
Multi-Family, ground floor	C
Senior living: nursing care, rehab facility & assisted living facility	C

Public and Civic:

Meeting hall	C
Museum	P
Publicly owned and operated facilities	P
Public services	P
Recreation areas/parks (public)	P
Social club/fraternal organizations	C
Parking Structures or Lots	P

Commercial:

Antique store	P
Apparel shop	P
Art gallery	P
Attorneys	P
Automated Teller Machines	C
Bakery shop (retail)	P
Banks	P
Barber and beauty shop	P
Bicycle shop	P
Book store, not including uses defined in Adult Establishment.	P
Brew pubs	P
Brew-on premises store	P
Business or trade school	C
Business services	P
Camera store	P
Charitable organizations	C
Child care (center)	P
Coffee kiosks	P
Communication services	C
Computer store	P
Confectionery	P
Credit services	P
Dairy product sales	P
Dance studio	P
Dental office	P
Department store	P
Drug store	P
Dry cleaning & laundry pickup	P
Event center	C
Exercise, fitness & tanning spa	P
Finance/investment services	P
Fireworks stands	T
Floral shop	P
Food sales (general)	P
Food sales (limited)	P
Furniture store or showroom	P
Gift shop	P
Gunsmith	C
Hardware store	P
Health club or recreation facility, not including uses defined	C

in Adult Establishment.	
Hobby, craft store	P
Home occupations	C
Hotels, including restaurants, convention and meeting facilities and other related uses, not including uses defined in Adult Establishment.	P
Insurance	P
Jewelry store	P
Liquor store	P
Locksmith	P
Mail order services	C
Meat market, retail	C
Medical office	P
Micro-breweries, connected to restaurant	P
Music retail store	P
Music studio	P
Newsstands	P
Office	P
Open-air farmers markets	P
Outdoor display of merchandise	P
Paint store	P
Personal Services, not including uses defined in Adult Entertainment Establishment. (<i>Ordinance No. 1369, 10-1-19</i>)	P
Pet health services	P
Pet shop	C
Photographer	P
Picture framing shop	P
Pinball or video games business	C
Produce stands	P
Real estate offices	P
Recreational establishments	C
Restaurants, café, and fast food	P
Second hand stores	C
Security brokers	P
Shoe store	P
Sporting goods	P
Stamp and coin stores	P
Tailors and dressmakers	P
Tanning salon	P
Tavern and cocktail lounge, not including uses defined in Adult Establishment.	P
Theater, indoor, not including uses defined in Adult Establishment.	P
Title abstracting	P
Toy store	P
Travel agencies	P
Tutoring and Exam Preparation Services	P
Video store, not including uses defined in Adult Establishment.	P

Industrial:

Manufacturing: Artisan (Limited) (hand tools only: e.g., jewelry or ceramics)	C
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Other:

Temporary structures (events)	T
Temporary structures (construction)	T

P = permitted by right; C = conditional use; T = temporary

5.19.03 Permitted Accessory Uses

- 5.19.03.01 Buildings and uses customarily incidental to the permitted uses.
- 5.19.03.02 Urban residential storage as an accessory to a primary residential use.
- 5.19.03.03 Parking as permitted in Section 7.05 through 7.09.
- 5.19.03.04 Signs allowed in Section 7.01 through 7.04.
- 5.19.03.05 Landscaping as required by Section 7.17.
- 5.19.03.06 Solar Energy Conversion Systems as provided for in Section 7.15.

5.19.04 Setbacks

1. The entire building façade must abut front and street side property lines or be located within 10 feet of such property lines.
2. No rear setback shall be required, except where the rear lot line is contiguous to a residential use, in which case the following standards shall apply:
 - a. There shall be a minimum rear setback of twenty (25) feet the full width of the lot;
3. No interior side setbacks are required in the MU-CC district, except when MU-CC zoned property abuts a residential use, in which case the minimum side setback required in the MU-CC district shall be the same as required for a residential use on the abutting residentially-zoned lot.

5.19.05 Building Height

The maximum building height shall be 90 feet.

5.19.06 Off-Street Parking

1. No off-street parking is required in the MU-CC district.
2. If off-street parking is utilized, it shall comply with Sections 7.08-7.09 of this ordinance.
3. All parking spaces shall be paved with asphalt, concrete or other approved hard surface.
4. The use of shared parking is encouraged.
5. Off-street parking spaces should be located to the rear of the main façade of the principal building or otherwise screened to satisfy the screening requirements of the district design standards.

5.19.10 Circulation and Connectivity

Uses shall be integrated with the surrounding community, easily accessible, and have a good internal circulation system for a variety of travel options.

1. Internal walk connections are required between buildings, and from buildings to all on site facilities, such as parking areas, bicycle facilities, and open space.
2. External walk connections are required to provide direct access from all buildings on the site to existing or planned sidewalks, adjacent multi-use trails, parks, and greenways.

LOT AND AREA REQUIREMENTS ZONING DISTRICT	MINIMUM LOT AREA		MIN. YARD SETBACK			MAXIMUM HEIGHT		MAX. LOT COVERAGE
	LOT AREA	LOT WIDTH (feet)	FRONT (feet)	SIDE (feet)	REAR (feet)	IN STORIES	IN FEET	PERCENT OF LOT AREA
TA: Transitional Agricultural								
Residential dwellings	20 acres	660	75	25	25	2 ½	35	-
Other Permitted Uses	20 acres	660	75	25	25	3	45	-
Permitted Conditional Uses	20 acres	660	75	25	25	3	45	-
Accessory Uses	-	-	100	25	10	1 ½	17	-
R-1: Single-Family Residential								
Single-family detached (existing) ⁴	5,000 s.f.	60	30	5	30	2 ½	35	35%
Single-family detached (future) ⁴	7,000 s.f.	70	30	10	30	2 ½	35	40%
Other Permitted Uses and Conditional Uses	8,000 s.f.	75	25	25	25	3	45	25%
Accessory Uses	-	-	50	5	5	1 ½	17	10% ²
R-2: Two-Family Density Residential								
Single-family detached (existing) ⁴	5,000 s.f.	50'	30	5	30	2 ½	35	35%
Single-family, dwelling (future) ⁴	7,000 s.f.	70	30	10	30	2 ½	35	40%
Two-family dwelling ⁴	10,000 s.f.	100	30	10	30	2 ½	35	40%
Single-family, attached ⁴	4,500 s.f. / du	50 per unit	30	10 ¹	30	2 ½	35	40% per unit
Townhouses/Condominiums	2,500 s.f. / du	25 per unit	30	10	30	2 ½	35	40%
Other Permitted Uses and Conditional Uses	8,000 s.f.	75	30	10	30	3	45	30%
Accessory Uses	-	-	50	5	5	1 ½	17	10% ²
R-3 High Density Residential								
Single-family, detached ⁴	7,000 s.f.	70	30	10	30	2 ½	35	40%
Single family, attached ⁴	4,500 s.f./du	50 per unit	30	10 ¹	30	2 ½	35	40% per unit
Two-family dwelling ⁴	10,000 s.f.	75	30	10	30	2 ½	35	40%
Townhouses	2,500 s.f.	25 per unit	30	(¹)	30	2 ½	35	40%
Multi-family dwellings	2,250 s.f. / unit	100	30	(³)	30	3	45	40%
Other Permitted Uses and Conditional Uses	8,500 s.f.	75	30	10	30	3	45	30%
Accessory Uses	-	-	50	5	5	1 ½	17	10% ²
R-4: Condominium Residential								
Single-family, detached ⁴	7,000 s.f.	70	30	10	30	2 ½	35	40%
Single-family, attached ⁴	4,500 s.f. / du	50 per unit	30	10 ¹	30	2 ½	35	40% per unit
Two-family dwelling ⁴	10,000 s.f.	75	30	10	30	2 ½	35	40%
Condominiums	2,500 s.f.	25 per unit	30	(¹)	30	2 ½	35	40%
Multi-family dwellings	2,250 s.f./unit	100	30	10	30	3	45	40%
Other Permitted Uses and Conditional Uses	8,500 s.f.	75	30	(³)	30	3	45	30%
Accessory Uses	-	-	50	8	10	1 ½	17	10% ²
C-1: Shopping Center Commercial								
Permitted Uses	-	150	25 ⁵	10	25	3	45	60%
Permitted Conditional Uses	-	150	25 ⁵	10	25	3	45	60%
C-2: General Commercial								
Permitted Uses	10,000 s.f.	-	25 ⁵	15	15	3	45	60%
Permitted Conditional Uses	10,000 s.f.	-	25 ⁵	15	15	3	45	60%
C-3: Highway Commercial / Office Park								
Permitted Uses	10,000 s.f.	-	25 ⁵	15	15	3	45	60%
Multi-family residential	10,000 s.f.	-	25 ⁵	15	15	3	45	60%
Permitted Conditional Uses	10,000 s.f.	-	25 ⁵	15	15	3	45	60%
I-1: Light Industrial								
Permitted Uses	10,000 s.f.	-	35 ⁶	30	25	3	45	65%
Permitted Conditional Uses	10,000 s.f.	-	35 ⁶	30	25	3	45	65%
Accessory Buildings	-	-	70	10	10	-	25	20%
I-2: Heavy Industrial								
Permitted Uses	10,000 s.f.	-	35 ⁶	30	25	3	45	75%
Permitted Conditional Uses	10,000 s.f.	-	35 ⁶	30	25	3	45	75%
Accessory Buildings	-	-	70	10	10	-	25	20%

¹ The Side Yard setback along the common wall shall be 0 feet and the common wall shall be along the adjoining lot line

² Provided total area of accessory structure for single family does not exceed 700 s.f. or all structures do not exceed 45% total coverage in the R-1 District and 50% total coverage in the remaining Residential Districts.

³ For Multi-family units, the Side Yard setback shall be 10 feet if it is a max. of 3 stories, and 2 additional feet of Side Yard on each side for each additional story in excess of 3 stories.

⁴ On corner lots: existing development = Street Side Yard may conform to existing setbacks along the street. Future Development = Street Side Yard setback shall equal Front Yard setback

⁵ 25 ft Front Yard setback required if no parking otherwise there is a 50 ft Front Yard setback

⁶ 35 feet Front Yard setback required if no parking otherwise there is a 60 feet Front Yard setback

Additional requirements may apply to a Zoning District, please refer to the specific district, the General Requirements and the Supplemental Regulations for more information.

(Ordinance No. 875, 10-15-02) (Ordinance No. 900, 2-04-03) (Ordinance No. 968, 11-15-05)

SECTION 16. Amendment of Section 7.15. Section 7.15 of the Ordinance No. 848 is hereby amended to read as follows:

Section 7.15 Solar Energy Conversion Systems

Solar Energy Conversion Systems (SECS) are permitted in all zoning districts as an accessory use to any lawfully permitted principal use on the same lot upon issuance of the proper permit and upon compliance with all requirements of this section and as elsewhere specified in this Ordinance. Building-integrated solar energy systems, as defined in this Ordinance, are not considered an accessory use and are not subject to the requirements of this Section.

7.15.01 Height and Lot Requirements: Solar Energy Conversion Systems (SECS) shall conform to the required height and lot requirements provide herein:

- 7.15.01.01 Building-Mounted SECS that are attached to a building on a lot shall comply with the height, front, side, rear yard, and max. building coverage requirements of the building to which they are attached, except as otherwise allowed in Section 7.15.01.04.
- 7.15.01.02 For a Building-Mounted SECS installed on a sloped roof that faces the front yard of a lot, the system must be installed at the same angle as the roof on which it is installed with a maximum distance, measured perpendicular to the roof, of eighteen (18) inches between the roof and highest edge or surface of the system.
- 7.15.01.03 For a Building-Mounted SECS installed on a sloped roof, the highest point of the system shall not exceed the highest point of the roof to which it is attached.
- 7.15.01.04 For a Building-Mounted SECS installed on a flat roof, the highest point of the system shall be permitted to extend up to six (6) feet above the roof to which it is attached, and the system shall not extend horizontally past the roof line.
- 7.15.01.05 Ground-Mounted SECS may be located only in the required rear yard as Permitted Accessory Uses. Ground-Mounted SECS may be located outside of the rear yard, but behind the front building line, with an approved Conditional Use Permit.
- 7.15.01.06 Ground-Mounted SECS shall conform to the height and lot requirements for Accessory Buildings in the zoning district in which the system is to be constructed, except that the system may not exceed 12-feet in height.
- 7.15.01.07 Ground-Mounted SECS shall only be permitted in the following districts, subject to the requirements in this Ordinance: TA, R-1, R-2, R-3, R-4, I-1, I-2, and R-M.

7.15.02 Structural Requirements: The physical structure and connections to existing structures shall conform to the applicable City of La Vista Building Codes.

7.15.03 Permit Requirements: Before any construction or installation on any SECS system shall commence, a permit issued by the Building Department of the City of La Vista shall be obtained to document compliance with this Ordinance.

- 7.15.03.01 A permit fee shall be required, and the amount shall be established in the Master Fee Schedule.
- 7.15.03.02 The application for a permit shall be accompanied by a plot plan drawn to scale showing property lines, existing structures on the lot, proposed solar panel location with respect to property lines, and dimensions of the proposed solar panel.

7.15.04 Inspection, Safety, Abandonment, and Removal: The Building Inspector and Fire Marshall reserve the right to inspect a SECS for building or fire code compliance and safety. If upon inspection the Building Inspector or Fire Marshall determine that a fire code or building code violation exists, that the system has been abandoned, or that the system otherwise poses a safety hazard to persons or property, the Building Inspector or Fire Marshall may order the owner to repair or remove the system within a reasonable time. Such an order shall be in writing, shall offer the option to repair, shall specify the code violation or safety hazard found and shall notify the owner of his or her right to appeal such determination. If the owner fails to repair or remove a SECS as ordered, and any appeal rights have been exhausted, an employee or independent contractor with the City of La Vista may enter the property, remove the system and charge the owner for all costs and expenses of removal, including reasonable attorney's fees or pursue other legal action to have the system removed at the owner's expense. In addition to any other available remedies, any unpaid costs resulting from the City of La Vista's removal of a vacated abandoned or de-commissioned SECS shall constitute a lien upon the property against which the costs were charged. Legal counsel of the

City of La Vista shall institute appropriate action for the recovery of such cost, plus attorney's fees. A SECS shall be deemed abandoned or defective by the City of La Vista if it is out of use for a period of 12 months or more, at which time the property owner shall have six months to return the system back to service, or complete decommissioning of the SECS. Decommissioning includes the removal of the SECS, all associated equipment, footings and foundation system, and wiring. Upon removal, such property shall be returned to the same conditions that existed before the installation of the system.

7.15.05 Preexisting SECS: Section 7.15 of this Ordinance applies to Solar Energy Conversion Systems (SECS) installed and constructed after December 17, 2019. Any upgrade, modification or structural change that materially alters the size or placement of an existing SECS system shall comply with the provisions of this Ordinance.

7.15.06 Signage and/or Graphic Content: No signage or graphic content may be displayed on the solar PV system except the manufacturer's badge, safety information and equipment specification information. Said information shall be depicted within an area no more than thirty-six (36) square inches in size.

7.15.07 Screening and Visibility: Placement of SECS shall be prioritized in such a way that will minimize or negate any solar glare onto nearby properties and roadways. SECS are subject to the following:

- 7.15.07.01 All SECS using a reflector to enhance solar production must minimize glare from the reflector that affects adjacent or nearby properties. Measures to minimize nuisance glare include selective placement of the system, screening on the north and south sides of the SECS, modifying the orientation of the system, reducing use of the solar reflector system, or other remedies that limit glare.
- 7.15.07.02 All SECS appurtenances, including, but not limited to, plumbing, water tanks and support equipment, shall be of a color that is complementary to the site location, and shall be screened to the extent reasonably feasible without compromising the effectiveness of the solar collectors. SECS shall comply with any applicable Design Guidelines of the appropriate district.
- 7.15.07.03 Building-mounted systems mounted on a flat roof shall require screening as to not be visible from elevation-perspective view. This can be accomplished with architectural screening such as a building parapet or by setting the system back from the roof edge in such a manner that the solar PV system is not visible from the public right-of-way.

SECTION 17. Repeal of Sections 2.03, 2.08, 2.20, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.16, 5.19, and 7.15 as Previously Enacted. Sections 2.03, 2.08, 2.20, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.16, 5.19, and 7.15 of Ordinance No. 848 as previously enacted are hereby repealed.

SECTION 18. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 19. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

SECTION 20. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Redlined Version

Section 2.03 - Definitions: B

BAKERY SHOP shall mean an establishment primarily engaged in the retail sale of baked products. The products may be prepared either on or off site. A bakery shall be considered a general retail use. (Ordinance No. 1083, 2-17-09)

BANK shall mean a freestanding building or secondary use within a building, with or without a drive-up window, for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds. (Ordinance No. 1083, 2-17-09)

BASEMENT shall mean a building space partly underground, and having at least one-half (1/2) of its height, measuring from its floor to its ceiling, above the average adjoining finished ground grade line.

BEACON shall mean any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.

BEAUTY SHOP shall mean any establishment where cosmetology services are provided including hair care, nail care, and skin care on a regular basis for compensation. (Ordinance No. 1083, 2-17-09)

BED and BREAKFAST shall mean a house, or portion thereof, where short-term lodging rooms and meals are provided. The operator shall live on the premises. (Ordinance No. 1083, 2-17-09)

BEDROOM shall mean a room within a dwelling unit planned and intended for sleeping, separated from other rooms by a door.

BERM shall mean a raised form of earth to provide screening or to improve the aesthetic character.

BILLBOARD (see Sign, Billboard)

BLOCK shall mean a parcel of land platted into lots and bounded by public streets or by waterways, rights-of-way, unplatted land, City-County boundaries, or adjoining property lines.

BOARD OF ADJUSTMENT shall mean that board that has been created by the city and which has the statutory authority to hear and determine appeals, interpretations of, and variances to the zoning regulations.

BOARDING HOUSE shall mean a building containing a single dwelling unit and provisions for not more than five (5) guests, where lodging is provided with or without meals for compensation. (Also, see Bed and Breakfast) (Ordinance No. 1083, 2-17-09)

BOOK STORE shall mean a retail establishment that, as its primary business, engages in the sale, rental, or other charge-for-use of books, magazines, newspapers, greeting cards, postcards, videotapes, computer software, or any other printed or electronically conveyed information or media, excluding any uses defined as "adult entertainment establishments." (Ordinance No. 1083, 2-17-09)

BOWLING CENTER shall mean an establishment that devotes more than 50 percent of its gross floor area to bowling lanes, equipment, and playing area. Accessory uses such as the retail sale of snacks, the retail sale of beverages, and a video game arcade are customary. (Ordinance No. 1083, 2-17-09)

BREW-ON PREMISES STORE shall mean a facility that provides the ingredients and equipment for a customer to use to brew malt liquor at the store. Brew-on-premises stores do not include the sale of intoxicating liquor, unless the owner of the brew-on-premises store holds the appropriate liquor license.

BREW PUB shall mean a restaurant or hotel which includes the brewing of beer as an accessory use. The brewing operation processes water, malt, hops, and yeast into beer or ale by mashing, cooking, and fermenting. By definition, these establishments produce no more than 10,000 barrels of beer or ale annually. The area, by definition, used for

brewing, including bottling and kegging, shall not exceed twenty-five (25) percent of the total floor area of the commercial space.

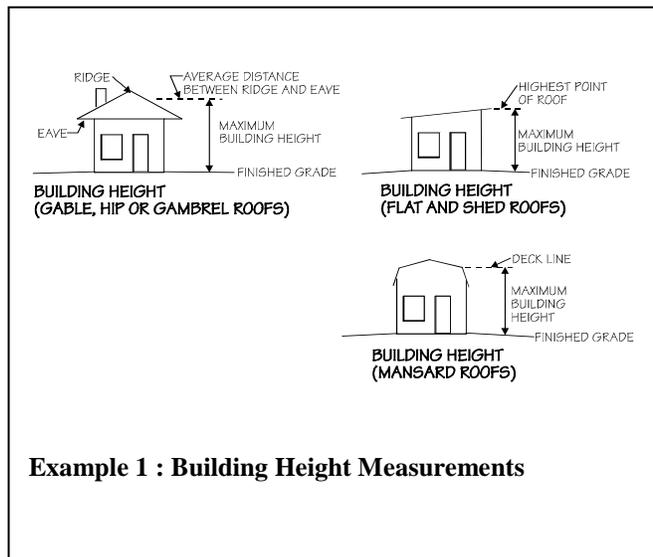
BUFFER shall mean a strip of land established to protect one type of land use from another incompatible land use or between a land use and a private or public road. (Also, see Screening)

BUILDING shall mean any structure built and maintained for the support, shelter or enclosure of persons, animals, chattels, or property of any kind, but shall not include temporary buildings as defined in "Structure, Temporary". Trailers, with or without wheels, shall not be considered as buildings.

BUILDING, ACCESSORY shall mean any detached subordinate building which serves a function customarily incidental to that of the main building or main use of the premises. Customary accessory building includes farm buildings, garages, carports, and small storage sheds.

BUILDING CODE shall mean the various codes of the City that regulate construction and requires building permits, electrical permits, mechanical permits, plumbing permits, and other permits to do work regulated by the Uniform Building Code, and other codes adopted by the City that pertain to building construction.

BUILDING HEIGHT shall mean the vertical distance above grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the average height of the highest gable of a pitched, hipped, or shed roof, measured from the highest adjoining sidewalk or ground surface within a five (5) foot horizontal distance at the exterior wall of the building. (Also, see Height) (*Ordinance No. 1083, 2-17-09*)



BUILDING INSPECTOR shall mean the *Chief Building Official* of the City of La Vista, Nebraska. (*Ordinance No. 1083, 2-17-09*)

BUILDING-INTEGRATED SOLAR ENERGY SYSTEM shall mean a solar photovoltaic system that is constructed as an integral part of a principal or accessory building or structure and where the building-integrated system features maintain a uniform profile or surface of vertical walls, window openings, and roofing. Such a system is used in lieu of a separate mechanical device, replacing or substituting for an architectural or structural component of the building or structure that appends or interrupts the uniform surfaces of walls, window openings and roofing. A building-integrated system may occur within vertical facades, replacing view glass, spandrel glass or other facade material; into semitransparent skylight systems; into roofing systems, replacing traditional roofing materials; or other building or structure envelope systems.

BUILDING-MOUNTED SECS shall mean a solar photovoltaic system attached to any part or type of roof on a building or structure that has a permit on file with the City of La Vista and that is either the principal structure or an accessory structure on a recorded lot. This system also includes any solar-based architectural elements.

BUILDING SETBACK LINE shall mean the minimum of distance as prescribed by this regulation between any property line and the closest point of the building line or face of any building or structure related thereto.

BUSINESS OR TRADE SCHOOL (*see Special or Vocational Training Facilities*) (*Ordinance No. 1083, 2-17-09*)

BUSINESS SERVICES shall mean establishments primarily engaged in rendering services to business establishments on a contract or fee basis, such as advertising, credit reporting, collection of claims, mailing, reproduction, stenographic, news syndicates, computer programming, photocopying, duplicating, data processing,

services to buildings, and help supply services. (See also Standard Industrial Classification (SIC) Major Group 73, published by the U.S. Department of Labor.) (Ordinance No. 1053, 1-15-08)

Section 2.08 - Definitions: G

GARAGE shall mean a detached accessory building or *an attached* portion of a *dwelling* for the housing of vehicles, including carports. (*Ordinance No. 1083, 2-17-09*)

GRADE shall mean the average of the finished ground level at the center of all walls of a building. In case walls are parallel to and within five feet of a sidewalk, the ground level shall be measured at the sidewalk.

GREENHOUSE shall mean a building or premises used for growing plants, preparation of floral arrangements for off-site delivery to customers, cold storage of flowers or dry storage of materials used for agricultural or horticultural purposes.

GROUND COVER shall mean plant material used in landscaping which remains less than twelve (12) inches in height at maturity. (Also, see Landscaping)

GROUND-MOUNTED SECS shall mean a solar photovoltaic system mounted on a structure, pole or series of poles constructed specifically to support the photovoltaic system and not attached to any other structure.

GROUP CARE HOME shall mean a home which is operated under the auspices of an organization which is responsible for providing social services, administration, direction, and control for the home which is designed to provide twenty-four (24) hour care for individuals in a residential setting. *This term does not include any society, club, fraternity, sorority, association, lodge, organization, or group of students or other individuals where the common living arrangement is temporary or seasonal. Also, the term does not include any group of individuals who are in a group living arrangement as a result of criminal offenses.* (*Ordinance No. 1083, 2-17-09*)

GUNSMITH shall mean a shop that designs, makes or repairs small firearms. (*Ordinance No. 1083, 2-17-09*)

GUEST ROOM shall mean a room which is designed to be occupied by one (1) or more guest for sleeping purposes, having no kitchen facilities, not including dormitories.

Section 2.20 - Definitions: S

SATELLITE DISH ANTENNA shall mean a round, parabolic antenna incorporating a reflective surface that is solid, open mesh, or bar configured and is in the shape of a shallow dish, or cone and used to transmit and/or receive radio or electromagnetic waves.

SCREENING shall mean a structure *or* planting that conceals from view from public ways the area behind such structure or planting.

SELF-SERVICE STORAGE FACILITY shall mean a building or group of buildings containing individual, compartmentalized, and controlled access stalls or lockers for storage.

SERVICE STATIONS shall mean buildings and premises where the primary use is the supply and dispensing at retail of motor fuels, lubricants, batteries, tires, and motor vehicle accessories and where light maintenance activities such as engine tune-ups, lubrications, and washing may be conducted, but not including heavy maintenance and repair such as engine overhauls, painting, and body repair.

SETBACK, FRONT YARD shall mean the line which defines the depth of the required front yard. Said setback line shall be parallel with the right-of-way line *or other access way*. (*Ordinance No. 1083, 2-17-09*)

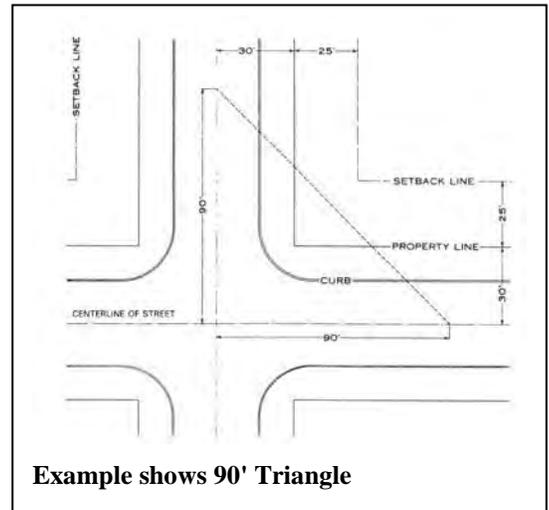
SETBACK, REAR YARD OR SIDE YARD shall mean the line which defines the width or depth of the required rear or side yard. Said setback line shall be parallel with the property line, *offset* by the perpendicular distance prescribed for the yard in the district. (*Ordinance No. 1083, 2-17-09*)

SHOPPING CENTER shall mean a group of commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery that is separated from customer access, aesthetic considerations, and protection from the elements.

SHOPPING CENTER, COMMERCIAL STRIP shall mean a commercial development, usually one store deep, that fronts on a major street for a distance of one city block or more. Includes individual buildings on their own lots, with or without on-site parking and small linear shopping centers with shallow on-site parking in front of the stores.

SHOPPING CENTER, OUTLET shall mean a commercial development that consists mostly of manufacturers' outlet stores selling their own brands at a discounted price. This definition includes all forms of centers, such as strip style, enclosed mall style, and village clustered style centers.

SIGHT TRIANGLE is an area at a street intersection in which nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of two-and-a-half (2 ½) feet and ten (10) feet above the grades of the bottom of the curb of the intersecting streets, measured from the point of intersection of the centerline of the streets, sixty (60) feet in each direction along the centerline of the streets. At the intersection of major or *other* arterial streets, the sixty (60) foot distance shall be increased to ninety (90) feet for each arterial leg of the intersection. (*Ordinance No. 891, 2-04-03*)



SIGN shall mean and include any outdoor display, declaration, device, figure, drawing, illustration, message, placard, poster, billboard, insignia, or other things which are designed, intended, or used for direction, information, identification, or to advertise, to inform, or to promote any business, product activity, service, or any interest, except the following:

Signs less than fifty (50) square feet in area and less than twenty-five (25) feet in height of a public or quasi-public nature or other official notices that are authorized by the State of Nebraska, City of La Vista, or a Federal Government Agency, directional, informational, or other official signs or notices authorized by law.

SIGN, ANIMATED shall mean any sign that uses movement or change of lighting to depict action or create a special effect or scene.

SIGN AREA shall refer to that portion of a sign on which copy can be placed but not including the minimal supporting framework or bracing. The area of individually painted letter signs, individual letter signs or directly or indirectly illuminated individual letter signs, shall be calculated on the basis of the smallest geometric figure that will enclose the entire copy area of the sign. Any such calculation shall include the areas between the letters and lines, as well as the areas of any devices, illuminated or non-illuminated. (*Ordinance No. 1083, 2-17-09*)

SIGN, AUDIBLE shall mean any sign that conveys either a written message supported by an audible noise including music, spoken message, and / or sounds to attract attention to the sign. Audible signs also include signs conveying only the audible noise including music, spoken message, and / or sounds to attract attention.

SIGN, BANNER shall mean any sign of lightweight fabric or similar material that is permanently mounted to a pole or building by a permanent frame at one or more edges. National flags, state or municipal flags, or official flag of any institution or business shall not be considered banners. Banner signs shall not represent a commercial message.

SIGN, BILLBOARD shall mean a sign that identifies or communicates a commercial or noncommercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located.

SIGN, BUILDING MARKER shall mean any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

SIGN, CANOPY shall mean any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy. (*Ordinance No. 1083, 2-17-09*)

SIGN, CENTER IDENTIFICATION shall mean any sign erected to provide direction to a development including multiple uses and / or structures within the development. Center Identification signs shall include the name of said development and may include the names of major tenants of the development. Center Identification Signs shall typically be similar to Ground (Monument) signs. (*Ordinance No. 1083, 2-17-09*)

SIGN, CONSTRUCTION shall mean a temporary sign identifying an architect, engineer, contractor, subcontractor, and/or building material supplier who participates in construction on the property on which the sign is located. (*Ordinance No. 871, 10-15-02*); (*Ordinance No. 1083, 2-17-09*)



Sign, Banner



Sign, Canopy

SIGN, ELECTRONIC MESSAGE BOARD shall mean any sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means. (Ordinance No. 1144, 5-17-11)

SIGN, FLASHING shall mean a sign, which, by method or manner of illumination, flashes on or off, winks, or blinks with varying light intensity, shows motion, or creates the illusion of being on or off.

SIGN, FREESTANDING shall mean any sign supported by uprights or braces placed on or in the ground, which is used principally for advertising or identification purposes and is not supported by any building.

SIGN, IDENTIFICATION shall mean a sign giving the nature, logo, trademark, or other identifying symbol; address; or any combination of the name, symbol, and address of a building, business, development, or establishment on the premises where it is located.

SIGN, ILLUMINATED shall mean a sign illuminated in any manner by an artificial light source.

SIGN, INCIDENTAL shall mean a sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as “no parking,” “entrance,” “loading only,” “telephone,” and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental. Incidental signs may be attached or painted on the wall, *or they may be freestanding signs.* (Ordinance No. 1083, 2-17-09)

SIGN, MARQUEE shall mean any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

SIGN, MONUMENT shall mean a sign mounted directly to the ground with a maximum height not to exceed ten (10) feet.

SIGN, NAMEPLATE shall mean a sign not exceeding two (2) square feet for each dwelling.

SIGN, NONCONFORMING shall mean any sign that does not conform to the requirements of this ordinance

SIGN, OFF-PREMISES shall mean a sign including the supporting sign structure which directs the attention of the general public to a business, service, or activity not usually conducted, or a product not offered or sold, upon the premises where such sign is located.

SIGN, ON-PREMISE shall mean a sign, display, or device-advertising activities conducted on the property on which such sign is located.

SIGN, PENNANT shall mean any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

SIGN, POLE shall mean a sign that is mounted on a freestanding pole or other support so that the bottom edge of the sign face is six (6) feet or more above grade.



**Sign, Monument
Sign, Electronic Message
Sign, Flashing**



Sign, Monument

SIGN, PORTABLE shall mean a sign, usually of a temporary nature, not securely anchored to the ground or to a building or structure and which obtains some or all of its structural stability with respect to wind or other normally applied forces by means of its geometry or character. Examples are: menu and sandwich board signs, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations (deliveries and transportation of personnel) of the business. This definition also includes any and all sandwich boards supported by human beings or animals.

SIGN, PROJECT DIRECTORY shall mean a sign fronting on a road containing only the name of the principal use and directional arrow to the principal use. Project directory signs are intended to direct attention to planned multi-tenant developments which are not easily accessible off of such roads and where on-premise signage for that development (or any tenants within the development) would not otherwise be visible by the motorists traveling on nearby arterial or collector roads at the closest point of access. (Ordinance No. 1144, 5-17-11)

SIGN, PROJECTING shall mean a projecting sign attached to a building in such a manner that its leading edge extends more than eight (8) inches beyond the surface of such building or wall.

SIGN, REAL ESTATE shall mean a temporary sign that identifies property or properties that are for sale or lease.

SIGN, ROOF shall mean a sign identifying the name of a business, enterprise, or the product sold on the premises and erected on or over the roof of a building. (Ordinance No. 1083, 2-17-09)

SIGN SETBACK shall mean the horizontal distance from the property line to the nearest projection of the existing or proposed sign.

SIGN, SUBDIVISION shall mean a sign erected on a subdivision which identifies the platted subdivision where the sign is located.

SIGN SURFACE shall mean the entire area of a sign.

SIGN, SUSPENDED shall mean a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

SIGN, TEMPORARY shall mean a sign constructed of cloth, fabric, or other material with or without a structural frame intended for a limited period of display, including displays for holidays or public demonstrations. Temporary signs shall include portable signs as defined in this section.



Sign, Projecting

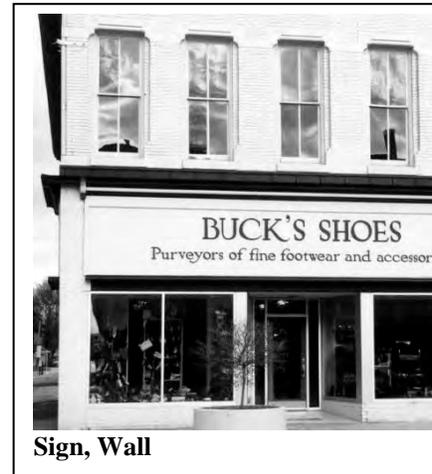


Sign, Subdivision

SIGN, VIDEO shall mean any on-premises or off-premises sign that conveys either a commercial or non-commercial message, including a business or organization name, through means of a television or other video screen. *This definition shall include electronic message board signs. (Ordinance No. 1083, 2-17-09)*

SIGN, WALL shall mean any sign attached parallel to, but within eight inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

SIGN, WINDOW shall mean any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.



SIGN BASE shall mean any decorative, functional element extending upward from grade to the start of the sign.

SIMILAR USE shall mean the use of land, buildings, or structures of like kind or general nature with other uses within a zoning district as related to bulk, intensity of use, traffic generation and congestion, function, public services requirements, aesthetics or other similarities.

SITE PLAN shall mean a plan, prepared to scale, showing accurately and with complete dimensioning, the boundaries of a site and the location of all buildings, structures, uses, drives, parking, drainage, landscape features, and other principal site development improvements for a specific parcel of land.

SOCIAL CLUB OR FRATERNAL ORGANIZATIONS shall mean an association of persons (whether or not incorporated), religious or otherwise, for a common purpose, but not including groups which are organized primarily to render a service carried on as a business for profit. (Ordinance No. 1083, 2-17-09)

SOLAR ENERGY CONVERSION SYSTEM (SECS) shall mean any device, such as a solar panel or solar collector or any combination thereof, which collects and converts solar energy to a form of usable energy. This includes both Building-Mounted Systems and Ground-Mounted System.

SOLID WASTE shall mean waste materials consisting of garbage, trash, refuse, rubble, sewage, offal, dead animals, or paunch manure.

SPECIAL or VOCATIONAL TRAINING FACILITIES shall mean a specialized instructional establishment that provides on-site training of business, commercial, and/or trade skills such as accounting, data processing, and computer repair. This classification excludes establishments providing training in an activity that is not otherwise permitted in the zone. Incidental instructional services in conjunction with another primary use shall not be included in this definition. (Ordinance No. 1083, 2-17-09)

SPECIFIED ANATOMICAL AREAS shall mean anatomical areas consisting of:

Less than completely and opaquely covered human genitals, pubic region, buttock, anus, or female breast(s) below a point immediately above the top of the areola; and,
Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES shall mean activities consisting of the following:

Actual or simulated sexual intercourse, oral copulation, anal intercourse, oral-anal copulation, bestiality, direct physical stimulation of unclothed genitals, flagellation or torture in the context of a sexual relationship, or the use of excretory functions in the context of a sexual relationship, and any of the following sexually-oriented acts of conduct: Anilingus, buggery, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pederasty, pedophilia, piquerism, sapphism, zooerasty; or

Clearly depicted human genitals in the state of sexual stimulation, arousal, or tumescence; or
Use of human or animal ejaculation, sodomy, oral copulation, coitus, or masturbation; or
Fondling or touching of nude human genitals, pubic region, buttocks, or female breast(s); or
Situation involving a person or persons, any of whom are nude, clad in undergarments or in sexually revealing costumes, and who are engaged in activities involving the flagellation, torture, fettering, binding, or other physical restraint or any such persons; or
Erotic or lewd touching, fondling, or other sexually-oriented contact with an animal by a human being; or
Human excretion, urination, menstruation, vaginal, or anal irrigation.

STATE shall mean the State of Nebraska.

STORAGE shall mean the keeping, in a roofed or unroofed area, of any goods, junk, material, merchandise, or vehicles on the same tract or premises for more than thirty (30) days.

STORY shall mean a space in a building between the surface of any floor and the surface of the floor above, or if there is not floor above, then the space between such floor and the ceiling or roof above.

STREET shall mean a public thoroughfare or right-of-way dedicated, deeded, or condemned for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except as excluded in this Regulation.

STREET, ARTERIAL shall mean a street designed with the primary function of efficient movement of through traffic between and around areas of a City, City, or county with controlled access to abutting property.

STREET, COLLECTOR shall mean a street or high way, which is intended to carry traffic from a minor street to major streets. Collector streets are usually the principal entrance streets to residential developments and the streets for circulation within the development.

STREET FRONTAGE shall mean the distance for which a lot line of a zone lot adjoins a public street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

STREET, LOCAL shall mean a street designed for local traffic that provides direct access to abutting residential, commercial, or industrial properties.

STREET, PRIVATE shall mean an open, unoccupied space, other than a street or alley dedicated to the public, but permanently established as the principal means of vehicular access to abutting properties. (*Ordinance No. 1083, 2-17-09*)

STREETSCAPE shall mean the scene as may be observed along a street *right-of-way* composed of natural and man-made components, including buildings, paving, plantings, *poles, signs, benches, and other miscellaneous amenities.* (*Ordinance No. 1083, 2-17-09*)

STRUCTURE shall mean anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming and wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts, and similar recreation areas.

STRUCTURE, TEMPORARY shall mean a structure permitted as a temporary use. (*Ordinance No. 1083, 2-17-09*)

STRUCTURAL ALTERATION shall mean any change in the support members of a building, such as in a bearing wall, column, beam or girder, floor or ceiling joists, roof rafters, roof diaphragms, foundations, piles, or retaining walls or similar components.

SUBDIVISION shall mean the division of land, lot, tract, or parcel into two or more lots, parcels, plats, or sites, or other divisions of land for the purpose of sale, lease, offer, or development, whether immediate or future.
(Ordinance No. 1083, 2-17-09)

Section 5.05 TA Transitional Agriculture District

5.05.01 Intent: The Transitional Agriculture District is established to recognize these properties as agricultural at present with the understanding that they may be suitable for development in the future. This district allows for existing agricultural properties to continue using the land in that manner.

5.05.02 Permitted Uses.

- 5.05.02.01 Farming, pasturing, truck gardening, orchards, greenhouses and nurseries, including the sale of products raised on the premises, provided that no livestock feedlot or yard for more than twelve (12) animals shall be established.
- 5.05.02.02 Farm dwellings for the owners and their families, tenants, and employees.
- 5.05.02.03 Public parks and recreation areas, playgrounds and conservation areas including flood control facilities.
- 5.05.02.04 Railroads, not including switching, terminal facilities or freight yards.
- 5.05.02.05 Public overhead and underground local distribution utilities.
- 5.05.02.06 Single family dwelling.
- 5.05.02.07 Churches.
- 5.05.02.08 Hydrogenation process.
- 5.05.02.09 Public services.
- 5.05.02.10 Publicly owned and operated facilities.
- 5.05.02.11 Roadside stands offering for sale agriculture products on the premises.

5.05.03 Permitted Conditional Uses:

- 5.05.03.01 Radio, television and wireless communication towers and transmitters, as per Section 7.11.
- 5.05.03.02 Cemeteries, provided all structures are located at least one hundred (100) feet from all property lines.
- 5.05.03.03 Wastewater treatment facilities.
- 5.05.03.04 Private recreation areas and facilities including country clubs, golf courses (but not miniature golf), soccer fields, indoor and outdoor tennis courts, and swimming pools.
- 5.05.03.05 Home occupations, as per Section 7.10.
- 5.05.03.06 Raising and care of animals for 4-H, Future Farmer of America (FFA) or other rural/school organizations.
- 5.05.03.07 Wind energy systems on tracts of more than ten (10) acres, as per Section 7.18.
- 5.05.03.08 Airports.
- 5.05.03.09 Campgrounds.
- 5.05.03.10 Water reservoir.
- 5.05.03.11 Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.

5.05.04 Permitted Accessory Uses:

- 5.05.04.01 Buildings and uses customarily incidental to the permitted and conditional uses.
- 5.05.04.02 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 5.05.04.03 Signs as provided for in Section 7.01 through 7.04.
- 5.05.04.04 Parking as provided for in Section 7.05 through 7.09.
- 5.05.04.05 Private outdoor swimming pool, and other similar facilities in conjunction with a residence.
- 5.05.04.06 Storage or parking of vehicles, boats, campers and trailer, as per Section 7.13.
- 5.05.04.07 Solar Energy Conversion Systems as provided for in Section 7.15.

5.05.05 Height and Lot Requirements:

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

Uses	Lot Area (Acres)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	20	660'	75'	25'	25'	45'	-
Permitted Conditional Uses	20	660'	75'	25'	25'	45'	-
Recreational Uses	20	330'	20'	20'	10'	75'	-
Accessory Buildings	-	-	100'	25'	10'	17'	-

Section 5.06 R-1 Single-Family Residential.

5.06.01 Intent: The Single-Family Residential District is intended to permit low to medium-density residential developments to accommodate residential and compatible uses.

5.06.02 Permitted Uses:

- 5.06.02.01 Single family dwellings.
- 5.06.02.02 Public and private schools.
- 5.06.02.03 Public Services.
- 5.06.02.04 Publicly owned and operated facilities.
- 5.06.02.05 *Child Care Home, as per Section 7.10. (Ordinance No. 880, 11-19-02)*
- 5.06.02.06 *Group Care Home (Ordinance No. 1118, 4-6-10)*

5.06.03 Permitted Conditional Uses:

- 5.06.03.01 Public and private recreation areas as, country clubs, golf courses, lakes, common areas and swimming pools.
- 5.06.03.02 Churches, temples, seminaries, convents, including residences for teachers and pastors.
- 5.06.03.03 Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, storage, equipment buildings, garages, towers, or similar public service uses.
- 5.06.03.04 Home Occupations, as per Section 7.10.
- 5.06.03.05 Child Care Center.
- 5.06.03.06 *Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.*

5.06.04 Permitted Accessory Uses:

- 5.06.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.06.04.02 Decks, elevated patios either attached or detached.
- 5.06.04.03 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
- 5.06.04.04 Parking for permitted uses as per Section 7.05 through 7.09.
- 5.06.04.05 Signs allowed in Section 7.01 through 7.04.
- 5.06.04.06 Temporary buildings incidental to construction work where such building or structures are removed upon completion of work.
- 5.06.04.07 Landscaping as required by Section 7.17.
- 5.06.04.08 *Solar Energy Conversion Systems as provided for in Section 7.15.*

5.06.05 Height and Lot Requirements:

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

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Building Coverage
Single-family Dwelling (existing development ⁴) ²	5,000	60'	30'	5'	30'	35'	35%
Single-family Dwelling (future development ³) ²	7,000	70'	30'	10'	30'	35'	40%
<i>Other Permitted Uses</i>	8,000	75'	25'	25'	25'	35'	25%
Other Conditional Uses	8,000	75'	25'	25'	25'	45'	25%
Publicly owned and operated facilities ⁵	-	-	-	-	-	-	-
Accessory Buildings	-	-	50'	5'	5'	17'	10% ¹

¹ Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and accessory structure does not exceed 50%

² On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

³ Future development shall be defined as all new subdivisions created after *the adoption of Ordinance No. 848 on November 20, 2001.*

⁴ Existing development shall be defined as existing prior to the adoption of this regulation and shall not include any replatting or lot splits done after the date of original adoption.

⁵ Publicly owned and operated facilities are exempt from requirements of this subsection 5.06.05. (*Ordinance No. 1371, 10-15-19*)

Section 5.07 R-2 Two-Family Residential

5.07.01 Intent: The purpose of this district is to permit single-family density residential with an increase of density to include duplexes and similar residential development in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

5.07.02 Permitted Uses:

- 5.07.02.01 Single family detached dwellings.
- 5.07.02.02 Single family attached.
- 5.07.02.03 Two-family, duplex, dwellings.
- 5.07.02.04 Public and private schools.
- 5.07.02.05 Publicly owned and operated facilities.
- 5.07.02.06 Public Services.
- 5.07.02.07 *Child Care Home, as per Section 7.10. (Ordinance No. 880, 11-19-02)*
- 5.07.02.08 *Group Care Home (Ordinance No. 1118, 4-6-10)*

5.07.03 Permitted Conditional Uses:

- 5.07.03.01 Bed and Breakfasts.
 1. Guest rooms shall be within the principal residential building only and not within an accessory building.
 2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.
- 5.07.03.02 Churches, temples, seminaries, and convents including residences for teachers and pastors.
- 5.07.03.03 *Nursing care and rehabilitation facilities, or assisted living facilities (Ordinance No. 1118, 4-6-10)*
- 5.07.03.04 Public utility substations, distribution centers, regulator stations, pumping stations, storage, equipment buildings, garages, towers, or similar uses.
- 5.07.03.05 Home Occupations as per Section 7.10.
- 5.07.03.06 Child Care Center.
- 5.07.03.07 *Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.*

5.07.04 Permitted Accessory Uses:

- 5.07.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.07.04.02 Decks, elevated patios either attached or detached.
- 5.07.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 5.07.04.04 Signs as provided for in Section 7.01 through 7.04.
- 5.07.04.05 Parking as provided for in Section 7.05 through 7.09.
- 5.07.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
- 5.07.04.07 Landscaping as required by Section 7.17.
- 5.07.04.08 *Solar Energy Conversion Systems as provided for in Section 7.15.*

5.07.05 Height and Lot Requirements:

5.07.05.01	The height and minimum lot requirements shall be follows:							
	Lot Area (SF)	Lot Width	Front Yard	Side Yard³	Rear Yard	Max. Height	Max. Building Coverage	
<i>Single-family Dwelling (existing development)⁵</i> ²	5,000	50'	30'	5'	30'	35'	35%	
<i>Single-family Dwelling (future development)⁴</i> ²	7,000	70'	30'	10'	30'	35'	40%	
<i>Two-family Dwelling²</i>	10,000	100'	30'	10'	30'	35'	40%	
Single-family attached	4,500	50' per unit	30'	10'	30'	35'	40%	
<i>Other Permitted Uses</i>	8,000	75'	30'	10'	30'	35'	30%	
Other Conditional Uses	8,000	75'	30'	10'	30'	45'	30%	
Publicly owned and operated facilities ⁶	-	-	-	-	-	-	-	
Accessory Buildings	-	-	50'	5'	5'	17'	10% ¹	

¹ Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and accessory structure does not exceed 50%.

² On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

³ The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.

⁴ *Future development shall be defined as all new subdivisions created after the adoption of Ordinance No. 848 on November 20, 2001.*

⁵ Existing development shall be defined as existing prior to the adoption of Ordinance No. 848 and shall not include any replatting or lot splits done after the adoption of Ordinance No. 848 on November 20, 2001.

(Ordinance No. 895, 2-04-03) (Ordinance No. 968, 11-15-05)

⁶ Publicly owned and operated facilities are exempt from requirements of this subsection 5.07.05. **(Ordinance No. 1371, 10-15-19)**

Section 5.08 R-3 High Density Residential

5.08.01 Intent: The purpose of this district is to permit high density residential in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

5.08.02 Permitted Uses:

- 5.08.02.01 Townhouses and Condominiums.
- 5.08.02.02 Public and private schools.
- 5.08.02.03 Publicly owned and operated facilities.
- 5.08.02.04 Public Services.
- 5.08.02.05 *Child Care Home, as per Section 7.10. (Ordinance No. 880, 11-19-02)*
- 5.08.02.06 *Group Care Home (Ordinance No. 1118, 4-6-10)*
- 5.08.02.07 *Multiple family dwellings constructed prior to November 20, 2001(Ordinance No. 1132, 12-7-10)*

5.08.03 Permitted Conditional Uses:

- 5.08.03.01 Multiple family dwellings *constructed after November 20, 2001.*
- 5.08.03.02 Bed and Breakfast.
 1. Guest rooms shall be within the principal residential building only and not within an accessory building.
 2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.
- 5.08.03.03 Public utility substations, distribution centers, regulator stations, pumping *stations*, storage, equipment buildings, garages, towers, or similar uses.
- 5.08.03.04 Home Occupations, as per Section 7.10.
- 5.08.03.05 Child Care Center.
- 5.08.03.06 Charitable clubs and organizations.
- 5.08.03.07 *Nursing care and rehabilitation facilities, and assisted living facilities (Ordinance No. 1118, 4-6-10)*
- 5.08.03.08 *Congregate housing, senior apartments (age restricted to 55+ years old), or continuing care retirement community. (Ordinance No. 1118, 4-6-10)*
- 5.08.03.09 *Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.*

5.08.04 Permitted Accessory Uses:

- 5.08.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.08.04.02 Decks, elevated patios either attached or detached.
- 5.08.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 5.08.04.04 Signs as provided for in Section 7.01 through 7.04.
- 5.08.04.05 Parking as provided for in Section 7.05 through 7.09.
- 5.08.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
- 5.08.04.07 Landscaping as required by Section 7.17.
- 5.08.04.08 *Solar Energy Conversion Systems as provided for in Section 7.15.*

5.08.05 Height and Lot Requirements:

5.08.05.01 The height and minimum lot requirements shall be follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Building Coverage
Townhouses/Condominiums ⁴	2,500 per unit	25' per unit	30'	10' ⁵	30'	35'	40%
Multi-family Dwelling ³	2,250 per unit	100'	30'	(¹)	30'	45' ¹	40%
<i>Other Permitted Uses</i>	8,500	75'	30'	10'	30'	35'	30%
Other Conditional Uses	8,500	75'	30'	10'	30'	45'	30%
Publicly owned and operated facilities ⁶	-	-	-	-	-	-	-
Accessory Buildings	-	-	50'	5'	5'	17'	10% ²

¹ For Multi-Family units the side yard shall be 10 feet if it is a 3-story structure, and 5 feet additional side yard on each side shall be provided for each story in excess of 3 stories.

² Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and accessory structure does not exceed 50%

³ On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

- 4 This applies to Condominiums and Townhouses where there are three (3) more units connected and where there is a minimum of two (2) common walls; otherwise the criteria for single-family attached or two-family dwelling shall apply depending upon the appropriate condition.
- 5 Where there are three (3) or more units connected the side yard at the ends shall meet this criteria otherwise the side yard setback shall zero (0) at common walls.
- 6 Publicly owned and operated facilities are exempt from the requirements of this subsection 5.08.05. (***Ordinance No. 1371, 10-15-19***)

Section 5.09 R-4 Condominium Residential

5.09.01 Intent: The purpose of this district is to permit high density residential, including condominium dwellings, in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

5.09.02 Permitted Uses:

- 5.09.02.01 Townhouses and Condominium dwellings.
- 5.09.02.02 Public and private schools.
- 5.09.02.03 Publicly owned and operated facilities.
- 5.09.02.04 *Child Care Home, as per Section 7.10. (Ordinance No. 880, 11-19-02)*
- 5.09.02.05 *Multiple family dwellings constructed prior to November 20, 2001. (Ordinance No. 1132, 12-07-10)*

5.09.03 Permitted Conditional Uses:

- 5.09.03.01 Multiple family dwellings *constructed after November 20, 2001.*
- 5.09.03.02 Bed and Breakfast.
 1. Guest rooms shall be within the principal residential building only and not within an accessory building.
 2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.
- 5.09.03.03 Churches, temples, seminaries, and convents including residences for teachers and pastors.
- 5.09.03.04 Public utility substations, distribution centers, regulator stations, pumping *stations*, storage, equipment buildings, garages, towers, or similar uses.
- 5.09.03.05 Home Occupations, as per Section 7.10.
- 5.09.03.06 Child Care Center.
- 5.09.03.07 Charitable clubs and organizations.
- 5.09.03.08 *Nursing care and rehabilitation facilities, and assisted living facilities (Ordinance No. 1118, 4-6-10)*
- 5.09.03.09 *Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.*

5.09.04 Permitted Accessory Uses:

- 5.09.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.09.04.02 Decks, elevated patios either attached or detached.
- 5.09.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 5.09.04.04 Signs as provided for in Section 7.01 through 7.04.
- 5.09.04.05 Parking as provided for in Section 7.05 through 7.09.
- 5.09.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
- 5.09.04.07 Landscaping as required by Section 7.17.
- 5.09.04.08 *Solar Energy Conversion Systems as provided for in Section 7.15.*

5.09.05 Height and Lot Requirements:

5.09.05.01 The height and minimum lot requirements shall be follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Building Coverage
Townhouses/Condominiums ⁴	2,500 per unit	25' per unit	30'	10' ⁵	30'	35'	40%
Multi-family Dwelling ²	2,250 per unit	100'	30'	(¹)	30'	45' ¹	40%
<i>Other Permitted Uses</i>	8,500	75'	30'	10'	30'	35'	30%
Other Conditional Uses	8,500	75'	30'	10'	30'	45'	30%
Publicly owned and operated facilities ⁶	-	-	-	-	-	-	-
Accessory Buildings	-	-	50'	8'	10'	17'	10% ²

¹ For Multi-Family units the side yard shall be 10 feet if it is a 3-story structure, and 5 feet additional side yard on each side shall be provided for each story in excess of 3 stories.

² Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and accessory structure does not exceed 50%

³ On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

⁴ This applies to Condominiums and Townhouses where there are three (3) or more units connected and where there is a minimum of two (2) common walls; otherwise the criteria for single-family attached or two-family dwelling shall apply depending upon the appropriate condition.

5 Where there are three (3) or more units connected the side yard at the ends shall meet these criteria otherwise the side yard setback shall
zero (0) at common walls. (***Ordinance No. 881, 11-19-02***)

6 Publicly owned and operated facilities are exempt from the requirements of this subsection 5.09.05. (***Ordinance No. 1371, 10-15-1***)

Section 5.10 C-1 Shopping Center Commercial.

5.10.01 Intent: *The purpose and intent of the City of La Vista in establishing the C-1 Shopping Center Commercial District is to provide convenient local retail shopping and service areas within the city for all residents and to provide for the development of new local commercial districts where so designated. This includes uses such as retail stores, banks, theaters, business offices, restaurants, and taverns.(Ordinance No. 1253, 6-15-15)*

This district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

5.10.02 Permitted uses:

- 5.10.02.01 *Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (Ordinance No. 950, 3-1-05)*
- 5.10.02.02 Child care center.
- 5.10.02.03 Dance studio, not including uses defined in Adult Establishment.
- 5.10.02.04 Meeting hall, not including uses defined in Adult Establishment.
- 5.10.02.05 Museum, art gallery.
- 5.10.02.06 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
 - 1. Apparel shop.
 - 2. Appliance store.
 - 3. Antique store.
 - 4. Automobile parts and supply store.
 - 5. Bakery shop (retail).
 - 6. Barber and Beauty shop.
 - 7. Bicycle shop.
 - 8. Book store, not including uses defined in Adult Establishment.
 - 9. Brew-on premises store.
 - 10. Camera store.
 - 11. Communication services.
 - 12. Computer store.
 - 13. Confectionery.
 - 14. Dairy products sales.
 - 15. Drug store.
 - 16. Dry cleaning and laundry pickup.
 - 17. Exercise, fitness and tanning spa, not including uses defined in Adult Establishment.
 - 18. Food Sales (Limited).
 - 19. Food Sales (General).
 - 20. Floral shop.
 - 21. Mortuary.
 - 22. Furniture store or showroom.
 - 23. Gift and curio shop.
 - 24. Gunsmith.
 - 25. Hardware store.
 - 26. Hobby, craft, toy store.
 - 27. Jewelry store.
 - 28. Liquor store.
 - 29. Locksmith.
 - 30. Meat market, retail.
 - 31. Music retail store.
 - 32. Newsstands, not including uses defined in Adult Establishment.
 - 33. Paint store.
 - 34. Photographer.

35. Picture framing shop.
36. Reservation center.
37. Restaurants, cafes and fast food establishments.
38. Second hand stores.
39. Shoe store.
40. Sporting goods.
41. Stamp and coin stores.
42. Tailors and dressmakers.
43. Tanning salon.
44. Travel agencies.
45. Video store, not including uses defined in Adult Establishment.
46. Social club and fraternal organizations, not including uses defined in Adult Establishment.
47. Telephone exchange.
48. Telephone answering service.
49. Public overhead and underground local distribution utilities.
50. *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*
51. *Adult Day Care Services (Ordinance No. 1328, 9-18-18)*
52. *Tutoring and Exam Preparation Services (Ordinance No. 1341, 2-5-19)*
53. *Personal Services, not including uses defined in Adult Entertainment Establishment. (Ordinance No. 1369, 10-1-19)*

5.10.03 Permitted Conditional Uses:

- 5.10.03.01 Recreational establishments.
- 5.10.03.02 Department Store.
- 5.10.03.03 Variety store, not including uses defined in Adult Establishment.
- 5.10.03.04 Amusement arcades.
- 5.10.03.05 Brew Pubs.
- 5.10.03.06 Coffee Kiosks.
- 5.10.03.07 Micro breweries when in conjunction with a restaurant.
- 5.10.03.08 Automated Teller Machines when not within the interior of a primary use.
- 5.10.03.09 Theater, indoor, not including uses defined in Adult Establishment.
- 5.10.03.10 Bowling center.
- 5.10.03.11 Business or trade school.
- 5.10.03.12 Commercial greenhouse.
- 5.10.03.13 Mail order services.
- 5.10.03.14 Pinball or video games business.
- 5.10.03.15 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.10.03.16 Totally enclosed, automated and conveyor-style car washes.
- 5.10.03.17 Convenience store with limited fuel sales.
- 5.10.03.18 Garden supply and retail garden center.
- 5.10.03.19 Outdoor storage in conjunction with another primary use.
- 5.10.03.20 Pet Health Services, provided the following:
 1. Said use is totally enclosed within a building.
 2. Said services shall be provided for dogs, cats, birds, fish, and similar small animals customarily used as household pets.
 3. Typical uses include animal veterinary clinics with overnight boarding, only if medically necessary, not exceeding 48 hours.
 4. Grooming shall only be associated with medical appointment.
 5. This excludes uses for livestock and other large animals and uses for general grooming, dog bathing and clipping salons.
- 5.10.03.21 *Self-storage units, provided:*
 1. *Storage unit is an extension of an existing self-storage unit or facility.*
 2. *The topography and access of the property will limit the development of identified commercial uses.*
 3. *No outdoor storage.*

4. *Unit or facility provides perimeter fencing in accordance with this ordinance and a vegetative screen of at least six (6) feet in height and twenty (20) feet in width to any adjacent residential zoned property.*
5. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
6. *Applications for self-storage units under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its affect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*
7. *Such use shall not be located adjacent to the intersection of two or more arterial streets.*
8. *The property shall have at least one boundary line that is adjacent to other property that is zoned I-1 Light Industrial or I-2 Heavy Industrial.*
9. *Such use shall not include storage of explosives or hazardous materials and shall be in accordance with the intent, purpose and spirit of this ordinance and the Comprehensive Development Plan of La Vista, Nebraska.*

(Ordinance No. 954, 7-5-05)

5.10.03.22 *Event center, provided:*

1. *A conditional use permit would need to include specifics to the design and operation of the proposed center and individual activities, including, but not limited to, a detailed site plan and floor plan, a complete list of appointed or designated managers for each event at the center, and a complete description and duration of each event submitted to the city prior to each event.*
2. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
3. *Buildings utilized as event centers shall be accompanied by evidence concerning the feasibility of the proposed request and its affect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*
4. *All signage shall comply with the City's established regulations.*

(Ordinance No. 955, 7-19-05)

5.10.03.23 *Animal Specialty Services with or without overnight boarding of animals and outdoor exercise areas. (Ordinance No. 1253, 6-16-15)*

5.10.03.24 *Pet Shop. (Ordinance No. 1253, 6-16-15)*

5.10.04 Permitted Accessory Uses:

5.10.04.01 Buildings and uses customarily incidental to the permitted uses.

5.10.04.02 Parking as allowed in Section 7.05 through 7.09.

5.10.04.03 Signs allowed in Section 7.01 through 7.04.

5.10.04.04 Landscaping as required by Section 7.17.

[5.10.04.05 Solar Energy Conversion Systems as provided for in Section 7.15.](#)

5.10.05 Permitted Temporary Uses

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. *All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter. (Ordinance No. 998, 7-18-06)*

5.10.05.01 Temporary greenhouses.

5.10.05.02 Temporary structures as needed for sidewalk and other outdoor sales events.

- 5.10.05.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.
- 5.10.05.04 Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*
- 5.10.05.05 Temporary structure for festivals or commercial events.

5.10.06 Height and Lot Requirements:

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

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	-	150'	25' ¹	10'	25'	45'	60%
Permitted Conditional Uses	-	150'	25' ¹	10'	25'	45'	60%

^{1.} 25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.

5.10.07 Use Limitations:

- 5.10.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district.
- 5.10.07.02 Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04.
- 5.10.07.03 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

Section 5.11 C-2 General Commercial District

5.11.01 Intent: The General Commercial District is intended to establish standards that will foster and maintain an area within the district boundaries that will benefit the retail trade, business, cultural, and social activities of the entire community. In addition, this district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

5.11.02 Permitted Uses:

- 5.11.02.01 *Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, printing, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (Ordinance No. 950, 3-1-05)*
- 5.11.02.02 Child care center.
- 5.11.02.03 Dance studio, not including uses defined in Adult Establishment.
- 5.11.02.04 Meeting hall, not including uses defined in Adult Establishment.
- 5.11.02.05 Museum, art gallery.
- 5.11.02.06 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
1. Apparel shop.
 2. Appliance store.
 3. Antique store.
 4. Automobile parts and supply store.
 5. Bakery shop (retail).
 6. Barber and Beauty shop.
 7. Bicycle shop.
 8. Book store, not including uses defined in Adult Establishment.
 9. Brew-on premises store.
 10. Camera store.
 11. Communication services.
 12. Computer store.
 13. Confectionery.
 14. Dairy products sales.
 15. Drug store.
 16. Dry cleaning and laundry pickup.
 17. Exercise, fitness and tanning spa, not including uses defined in Adult Establishment.
 18. Floral shop.
 19. Mortuary.
 20. Food Sales (Limited).
 21. Food Sales (General).
 22. Furniture store or showroom.
 23. Gift and curio shop.
 24. Gunsmith.
 25. Hardware store.
 26. Hobby, craft, toy store.
 27. Jewelry store.
 28. Liquor store.
 29. Locksmith.
 30. Meat market, retail.
 31. Music retail store.
 32. Music studio.
 33. Newsstands, not including uses defined in Adult Establishment.
 34. Paint store.
 35. Photographer.
 36. Picture framing shop.
 37. Reservation center.
 38. Restaurants, cafes and fast food establishment.

- 39. Second hand stores.
- 40. Shoe store.
- 41. Sporting goods.
- 42. Stamp and coin stores.
- 43. Tailors and dressmakers.
- 44. Tanning salon.
- 45. Travel agencies.
- 46. Video store, not including uses defined in Adult Establishment.
- 47. Social club and fraternal organizations, not including uses defined in Adult Establishment.
- 48. Telephone exchange.
- 49. Telephone answering service.
- 50. Theater, indoor, not including uses defined in Adult Establishment.
- 51. Public overhead and underground local distribution utilities.
- 52. *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*
- 53. *Tutoring and Exam Preparation Services (Ordinance No. 1341, 2-5-19)*
- 54. *Personal Services, not including uses defined in Adult Entertainment Establishment. (Ordinance No. 1369, 10-1-19)*

5.11.03 Permitted Conditional Uses:

- 5.11.03.01 Recreational establishments.
- 5.11.03.02 Variety store, not including uses defined in Adult Establishment
- 5.11.03.03 Amusement arcades.
- 5.11.03.04 Bowling center.
- 5.11.03.05 Brew Pubs.
- 5.11.03.06 Micro breweries when in conjunction with a restaurant.
- 5.11.03.07 Coffee Kiosks.
- 5.11.03.08 Automated Teller Machines when not within the interior of a primary use.
- 5.11.03.09 Business or trade school.
- 5.11.03.10 Garden supply and retail garden center.
- 5.11.03.11 Commercial greenhouse.
- 5.11.03.12 Mail order services.
- 5.11.03.13 Pinball or video games business.
- 5.11.03.14 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.11.03.15 Totally enclosed, automated and conveyor-style car washes.
- 5.11.03.16 Convenience store with limited fuel sales.
- 5.11.03.17 Residences in conjunction with the principal use when located above the ground floor.
- 5.11.03.18 Churches, temples, seminaries, and convents including residences for teachers and pastors.
- 5.11.03.19 Car wash.
- 5.11.03.20 Retail building material sales; provided that the following minimum standards are present:
 - 1. All lumber shall be enclosed with the primary structure.
 - 2. All year round landscaping materials shall be enclosed within the primary structure.
 - 3. All outdoor storage shall be temporary and shall comply with the provisions for Temporary Uses, as per this Ordinance.
- 5.11.03.21 Service station with minor automobile repair services.
- 5.11.03.22 Tire store and minor automobile repair service.
- 5.11.03.23 *Animal Specialty Services with or without overnight boarding of animals and outdoor exercise areas. (Ordinance No. 1254, 6-16-15)*
- 5.11.03.24 *Pet Shop. (Ordinance No. 1254, 6-16-15)*

5.11.04 Permitted Temporary Uses

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. *All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter. (Ordinance No. 998, 7-18-06)*

- 5.11.04.01 Temporary greenhouses.
- 5.11.04.02 Temporary structures as needed for sidewalk and other outdoor sales events.
- 5.11.04.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.
- 5.11.04.04 Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*
- 5.11.04.05 Temporary structure for festivals or commercial events.

5.11.05 Permitted Accessory Uses

- 5.11.05.01 Buildings and uses customarily incidental to the permitted uses.
- 5.11.05.02 Parking as permitted in Section 7.05 through 7.09.
- 5.11.05.03 Signs allowed in Section 7.01 through 7.04.
- 5.11.05.04 Landscaping as required by Section 7.17.
- [5.11.05.05 Solar Energy Conversion Systems as provided for in Section 7.15.](#)

5.11.06 Height and Lot Requirements:

- 5.11.06.01 The height and minimum lot requirements shall be as follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	-	25' ¹	15'	15'	45'	60%
Permitted Conditional Uses	10,000	-	25' ¹	15'	15'	45'	60%

¹ 25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.

5.11.07 Use Limitations:

- 5.11.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.14.04.
- 5.11.07.02 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

Section 5.12 C-3 Highway Commercial / Office Park District

5.12.01 Intent: The Highway Commercial / Office Park District is intended for large scale commercial and office park development. In addition, this district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

5.12.02 Permitted Uses:

- 5.12.02.01 *Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (Ordinance No. 950, 3-1-05)*
- 5.12.02.02 Museum, art gallery.
- 5.12.02.03 Entertainment Venue, indoor, not including uses defined in Adult Establishment. *(Ordinance No. 1219, 7-15-14)*
- 5.12.02.04 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
 - 1. Book store, not including uses defined in Adult Establishment.
 - 2. Brew-on premises store.
 - 3. Dry cleaning and laundry pickup.
 - 4. Floral shop.
 - 5. Gift and curio shop.
 - 6. Jewelry store.
 - 7. Reservation center.
 - 8. Restaurants, cafes and fast food establishment.
 - 9. Travel agencies.
 - 10. Office Park developments.
 - 11. Video store, not including uses defined in Adult Establishment.
 - 12. Meeting Halls not including Adult Establishments.
 - 13. Theater, indoor, not including uses defined in Adult Establishment. *(Ordinance No. 1219, 7-15-14)*
 - 14. Coffee kiosks. *(Ordinance No. 1219, 7-15-14)*
 - 15. Department stores. *(Ordinance No. 1219, 7-15-14)*
 - 16. Retail trade centers. *(Ordinance No. 1219, 7-15-14)*
 - 17. Shopping centers. *(Ordinance No. 1219, 7-15-14)*
 - 18. Commercial strip shopping center. *(Ordinance No. 1219, 7-15-14)*
 - 19. Tutoring and Exam Preparation Services *(Ordinance No. 1341, 2-5-19)*
 - 20. Personal Services, not including uses defined in Adult Entertainment Establishment. *(Ordinance No. 1369, 10-1-19)*
- 5.12.02.04 *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*

5.12.03 Permitted Conditional Uses:

- 5.12.03.01 Automobile display, sales, service, and repair.
- 5.12.03.02 Brew Pubs.
- 5.12.03.03 Micro breweries when in conjunction with a restaurant.
- 5.12.03.04 Entertainment Venue, indoor, but which may include outdoor events, not including uses defined in Adult Establishment. *(Ordinance No. 1219, 7-15-14)*
- 5.12.03.05 Automated Teller Machines when not within the interior of a primary use.
- 5.12.03.06 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.12.03.07 Convenience store with limited fuel sales.
- 5.12.03.08 Churches and temples.
- 5.12.03.09 Hotels, including restaurants, convention and meeting facilities and other related uses, not including uses defined in Adult Establishment.
- 5.12.03.10 Outlet Shopping Center.
- 5.12.03.11 Health Clubs and tanning salon, not including uses defined in Adult Establishment.
- 5.12.03.12 Health Recreation Facilities, not including uses defined in Adult Establishment.
- 5.12.03.13 *Child Care Center. (Ordinance No. 1041, 7-17-07)*

5.12.03.14 *Colleges and Universities. (Ordinance No. 1169, 3-6-12)*

5.12.04 Permitted Temporary Uses

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. *All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter. (Ordinance No. 998, 7-18-06)*

- 5.12.04.01 Temporary greenhouses.
- 5.12.04.02 Temporary structures as needed for sidewalk and other outdoor sales events.
- 5.12.04.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.
- 5.12.04.04 Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*
- 5.12.04.05 Temporary structure for festivals or commercial events.

5.12.05 Permitted Accessory Uses

- 5.12.05.01 Buildings and uses customarily incidental to the permitted uses.
- 5.12.05.02 Parking as permitted in Section 7.05 through 7.09.
- 5.12.05.03 Signs allowed in Section 7.01 through 7.04.
- 5.12.05.04 Landscaping as required by Section 7.17.
- [5.12.05.05 Solar Energy Conversion Systems as provided for in Section 7.15.](#)

5.12.06 Height and Lot Requirements:

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

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	-	25' ¹	15'	15'	90' ²	60%
Permitted Conditional Uses	10,000	-	25' ¹	15'	15'	90' ²	60%

¹ 25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.

² Any building within 100 feet of a residentially zoned district shall not exceed 45 feet in height. (Ordinance No. 1082, 11-18-08)

5.12.07 Use Limitations:

- 5.12.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.14.04.
- 5.12.07.02 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

Section 5.13 I-1 Light Industrial.

5.13.01 Intent: *It is the intent of the Light Industrial District Regulations to provide for limited industrial uses and services, including some retail businesses, wholesaling, and storage activities; to preserve land for the expansion of basic economic activities; to avoid incompatible land uses, to serve these areas with adequate transportation facilities, and to prevent or mitigate hazards to adjacent properties. (Ordinance No. 1053, 1-15-08)*

5.13.02 Permitted Uses: (Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)

- 5.13.02.01 *Light Manufacturing*
- 5.13.02.02 *Automotive services, except repair, towing and wrecking*
- 5.13.02.03 *Business services*
- 5.13.02.04 *Facilities for building construction contractors*
- 5.13.02.05 *Landscape and horticultural services*
- 5.13.02.06 *Medical and dental laboratories*
- 5.13.02.07 *Assembly of electrical and electronic appliances*
- 5.13.02.08 *Miscellaneous repair services, not including automotive*
- 5.13.02.09 *Printing, publishing, and allied industries*
- 5.13.02.10 *Electric, gas and sanitary services, not including collection and disposal of solid waste or hazardous waste*
- 5.13.02.11 *General warehousing*
- 5.13.02.12 *Testing laboratories*
- 5.13.02.13 *Publicly owned and operated facilities (Ordinance No. 950, 3-1-05)*
- 5.13.02.14 *Special and vocational training facilities (Ordinance No. 950, 3-1-05)*
- 5.13.02.15 *Wholesale trade of goods*
- 5.13.02.16 *Microbreweries without on-site sales (Ordinance No. 1292, 9-6-16)*

5.13.03 Permitted Conditional Uses: (Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)

- 5.13.03.01 *Animal specialty services*
- 5.13.03.02 *Automotive rental / leasing and other heavy equipment rental*
- 5.13.03.03 *Household furniture, furnishings, and equipment store*
- 5.13.03.04 *Hardware, lawn and garden supply store*
- 5.13.03.05 *Lumber and other building materials dealer*
- 5.13.03.06 *Outdoor display of merchandise*
- 5.13.03.07 *Radio, television and communication towers and transmitters, as per Section 7.11*
- 5.13.03.08 *Utility substations, terminal facilities, and reservoirs*
- 5.13.03.09 *Farm-implement sales and service*
- 5.13.03.10 *Cabinetry millwork*
- 5.13.03.11 *Gasoline service stations*
- 5.13.03.12 *Automotive repair services*
- 5.13.03.13 *Sale of recreational vehicles, including boats and jet skis*
- 5.13.03.14 *Indoor recreational facility (Ordinance No. 918, 10-6-03)*
- 5.13.03.15 *Veterinary Services, not including livestock*
- 5.13.03.16 *Self-service storage facility (Ordinance No. 1069, 8-19-08)*
- 5.13.03.17 *Industrial Condominiums (Ordinance No. 1246, 4-21-15)*
- 5.13.03.18 *Microbreweries with on-site sales (Ordinance No. 1292, 9-6-16)*
- 5.13.03.19 *Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.*

5.13.04 Permitted Accessory Uses

- 5.13.04.01 *Buildings and uses customarily incidental to the permitted uses*
- 5.13.04.02 *Parking as permitted in Section 7.05 through 7.09*
- 5.13.04.03 *Signs allowed in Section 7.01 through 7.04*
- 5.13.04.04 *Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work*
- 5.13.04.05 *Landscaping as required by Section 7.17*
- 5.13.04.06 *Solar Energy Conversion Systems as provided for in Section 7.15.*

5.13.05 Height and Lot Requirements:

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

Use	Lot Area (SF) ²	Lot Width ²	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	100	35' ¹	30'	25'	45'	65%
Permitted Conditional Uses	10,000	100	35' ¹	30'	25'	45'	65%
<u>Accessory Buildings</u>	=	=	<u>70'</u>	<u>10'</u>	<u>10'</u>	<u>25'</u>	<u>20%</u>

¹ 35' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of sixty (60) feet.

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

5.13.06 Use Limitations:

5.13.06.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within *thirty (30)* feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04. **(Ordinance No. 1053, 1-15-08)**

5.13.06.02 No outdoor storage, except the display of merchandise for sale to the public, shall be permitted.

5.13.06.03 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

5.13.06.04 *No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling. (Ordinance No. 1053, 1-15-08)*

5.13.07 Performance Standards:

See Section 7.16 of the Supplemental Regulations.

Section 5.14 I-2 Heavy Industrial

5.14.01 Intent: *It is the intent of the Heavy Industrial District Regulations to provide for industrial uses and services, including some manufacturing, wholesaling and storage activities; to preserve land for the expansion of the basic economic activities; to avoid incompatible land uses; to serve these areas with adequate transportation facilities; and to prevent or mitigate hazards to adjacent properties. (Ordinance No. 1053, 1-15-08)*

Adult Entertainment Facilities are included in this Zoning District. The intent of the La Vista Zoning Ordinance is not to prohibit these uses but to regulate the secondary effects of these uses within the community.

5.14.02 Permitted Uses: *(Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)*

- 5.14.02.01 *Assembly, fabrication, packaging, and processing of products inside an enclosed building, except hazardous or toxic materials*
- 5.14.02.02 *Automotive services, except repair, towing and wrecking*
- 5.14.02.03 *Business services*
- 5.14.02.04 *Facilities for building construction contractors*
- 5.14.02.05 *Landscape and horticultural services*
- 5.14.02.06 *Medical and dental laboratories*
- 5.14.02.07 *Miscellaneous repair services, not including automotive*
- 5.14.02.08 *Printing, publishing, and allied industries*
- 5.14.02.09 *Electric, gas and sanitary services, not including collection and disposal of solid waste or hazardous waste*
- 5.14.02.10 *General warehousing*
- 5.14.02.11 *Testing laboratories*
- 5.14.02.12 *Facilities for heavy construction contractors*
- 5.14.02.13 *Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components*
- 5.14.02.14 *Manufacture of light sheet metal products including heating and ventilation equipment.*
- 5.14.02.15 *Manufacturing of food and kindred products, limited to bakery items, dairy products, sugar and confectionary products, and beverages*
- 5.14.02.16 *Manufacturing stone, clay, glass and concrete products*
- 5.14.02.17 *Millwork; veneer, plywood and structural wood products manufacturing-*
- 5.14.02.18 *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*
- 5.14.02.19 *Special and vocational educational and training facilities. (Ordinance No. 950, 3-1-05)*
- 5.14.02.20 *Transportation services*
- 5.14.02.21 *Trucking and courier services, except air*
- 5.14.02.22 *Veterinary Services, including livestock*
- 5.14.02.23 *Wholesale trade of goods*
- 5.14.02.24 *Microbreweries without on-site sales (Ordinance No. 1292, 9-6-16)*

5.14.03 Permitted Conditional Uses: *(Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)*

- 5.14.03.01 *Automotive rental / leasing and other heavy equipment rental*
- 5.14.03.02 *Manufacturing of food and kindred products, except bakery items, dairy products, sugar and confectionary products, and beverages*
- 5.14.03.03 *Lumber and other building materials dealer*
- 5.14.03.04 *Outdoor storage or display of merchandise*
- 5.14.03.05 *Radio, television and communication towers and transmitters, as per Section 7.11*
- 5.14.03.06 *Utility substations, terminal facilities, and reservoirs*
- 5.14.03.07 *Farm-implement sales and service*
- 5.14.03.08 *Temporary Batch plant for concrete, asphalt, or paving material, not to exceed 24 months of operations*
- 5.14.03.09 *Cabinetry millwork*
- 5.14.03.10 *Recycling center for computers, televisions and household items*
- 5.14.03.11 *Storage of bulk petroleum products*

- 5.14.03.12 *The manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities. (Ordinance No. 855, 3-5-02)*
- 5.14.03.13 *Gasoline service stations*
- 5.14.03.14 *Automotive repair services*
- 5.14.03.15 *Sale of recreational vehicles, including boats and jet skis*
- 5.14.03.16 *Indoor recreational facility (Ordinance No. 918, 10-6-03)*
- 5.14.03.17 *Self-service storage facility (Ordinance No. 1069, 8-19-08)*
- 5.14.03.18 Adult Entertainment establishments
1. No Adult business shall be closer than 500 feet to any similar use and no closer than 500feet to a residential district / use, religious uses, educational uses and recreational uses. Measurements shall be made in a straight line, without regard to intervening structures or objects, from the main entrance of such adult business to the point on the property line of such other adult business, residential district / use, religious use, educational uses and recreational use. In addition, no Adult establishment shall be located within the Gateway Corridor Overlay or within 500 feet of said Overlay Corridor.
 2. Said businesses shall be screened along adjoining property lines as to prevent any direct visual contact of the adult business at the perimeter.
 3. Doors, curtains and any other means of obstruction to the opening of all booths and other preview areas, including but not limited to Adult Novelty Businesses, Adult Motion Picture Arcades, Adult Mini-Motion Picture Theaters, and Adult Motion Picture Theaters shall be removed and kept off at all times during the execution of this Permit. Failure to comply with this condition shall result in revocation of the Conditional Use Permit.
 4. No adult business shall be open for business between the hours of one am and six a.m.
 5. The proposed location, design, construction and operation of the particular use adequately safeguards the health, safety, and general welfare of persons residing or working in adjoining or surrounding property.
 6. Such use shall not impair an adequate supply of light and air to surrounding property.
 7. Such use shall not unduly increase congestion in the streets or public danger of fire and safety.
 8. Any explicit signs shall not be seen from any point off-premises.
 9. Such use shall not diminish or impair established property values in adjoining or surrounding property.
 10. Such use shall be in accord with the intent, purpose and spirit of this Ordinance and the Comprehensive Development Plan of La Vista, Nebraska.
 11. Applications for adult businesses under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its effect on surrounding property and shall include a site plan defining the areas to be developed for buildings and structure, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls, the location and type of landscaping, and the location, size and number of signs.
 12. An adult business shall post a sign at the entrance of the premises which shall state the nature of the business and shall state that no one under the age of eighteen (18) years of age is allowed on the premises. This Section shall not be construed to prohibit the owner from establishing an older age limitation for coming on the premises.
 13. Prohibited Activities of Adult Businesses
 - A. No adult business shall employ any person less than eighteen (18) years of age.
 - B. No adult business shall furnish any merchandise or services to any person who is under eighteen (18) years of age.
 - C. No adult business shall be conducted in any manner that permits the observation of any model or any material depicting, describing or relating to specified sexual activities or specified anatomical areas by display, decoration, sign, show

window or other opening from any public way or from any property not licensed as an adult use. No operator of an adult business or any officer, associate, member, representative, agent, owner, or employee of such business shall engage in any activity or conduct in or about the premises which is prohibited by this Ordinance or any other laws of the State.

D. No part of the interior of the adult business shall be visible from the pedestrian sidewalk, walkway, street, or other public or semi-public area.

- 5.14.03.19 *Industrial Condominiums (Ordinance No. 1247, 4-21-15)*
- 5.14.03.20 *Microbreweries with on-site sales (Ordinance No. 1292, 9-6-16)*
- 5.14.03.21 *Concrete Batch Plants (Ordinance No. 1329, 9-19-18)*
- 5.14.03.22 *Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.*

5.14.04 Permitted Accessory Uses:

- 5.14.04.01 Buildings and uses customarily incidental to the permitted uses
- 5.14.04.02 Parking as permitted in Section 7.05 through 7.09
- 5.14.04.03 Signs allowed in Section 7.01 through 7.04
- 5.14.04.04 Temporary buildings and uses incidental to construction work which will be removed upon completion or abandonment of the construction work
- 5.14.04.05 Live-in quarters used by live-in watchman or custodians during periods of construction
- 5.14.04.06 Landscaping as required by Section 7.17
- 5.14.04.07 *Solar Energy Conversion Systems as provided for in Section 7.15.*

5.14.05 Height and Lot Requirements:

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

Use	Lot Area (SF) ²	Lot Width ²	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	100	35' ¹	30'	25'	45'	75%
Permitted Conditional Uses	10,000	100	35' ¹	30'	25'	45'	75%
<u>Accessory Buildings</u>	=	=	<u>70'</u>	<u>10'</u>	<u>10'</u>	<u>25'</u>	<u>20%</u>

¹ 35' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of sixty (60) feet.

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

5.14.06 Use Limitations:

- 5.14.06.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within *thirty (30)* feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04. **(Ordinance No. 1053, 1-15-08)**
- 5.14.06.02 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 5.14.06.03 *No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling. (Ordinance No. 1053, 1-15-08)*

5.14.07 Performance Standards:

See Section 7.16 of the Supplemental Regulations.

Section 5.16 R-M Mobile Home Residential - District

5.16.01 Intent: The intent of the Mobile Home Residential District shall be to provide for mobile home dwellings on leased or owned property in areas where a mobile home park is appropriate, where such development is recognized as being in the best interests of the citizens and taxpayers of La Vista.

5.16.02 Permitted Uses

The following uses are permitted in the R-M Mobile Home Residential District.

- 5.16.02.01 Single family dwelling.
- 5.16.02.02 Mobile Home Dwellings.
- 5.16.02.03 Public School.
- 5.16.02.04 Private and public park, playground and recreational facilities.
- 5.16.02.05 Church, educational facilities and parish house.
- 5.16.02.06 Multi-unit dwellings provided such use is part of a Planned Unit Development-Residential.
- 5.16.02.07 Public buildings.
- 5.16.02.08 Child Care Homes.

5.16.03 Permitted Conditional Uses

- 5.16.03.01 Home occupation, subject to Section 7.10
- 5.16.03.02 Child Care Center
- 5.16.03.03 Utility installations such as electric substations, sewer lift stations, telephone exchanges, gas regulators and major transmission lines (not including utility office, repair, storage or production facilities).
- 5.16.03.04 Sewage disposal and water supply and treatment facilities.
- 5.16.03.05 Campgrounds.
- 5.17.03.06 *Ground-Mounted Solar Energy Conversion Systems outside of the rear yard, as provided for in Section 7.15.*

5.16.04 Permitted Accessory Uses.

- 5.16.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.16.04.02 Parking as provided for in Section 7.05 through 7.09.
- 5.16.04.03 Signs as provided for in Section 7.01 through 7.04.
- 5.16.04.04 *Solar Energy Conversion Systems as provided for in Section 7.15.*

5.16.05 Area and Lot Requirements

- 5.16.05.01 A mobile home park shall have an area of not less than five (5) acres. No mobile homes or other structures shall be located less than eighty-three (83) feet from the road centerline when contiguous to or having frontage to a County road or state highway. The setback on all other court property lines shall be twenty-five (25) feet. These areas shall be landscaped. The minimum lot width for a mobile home park shall be two hundred (200) feet.
- 5.16.05.02 Each lot provided for occupancy of a single mobile home shall have an area of not less than five thousand (5,000) square feet, excluding road R.O.W., and a width of not less than fifty (50) feet for an interior lot, eighty (80) feet for a corner lot, or forty-five (45) feet when facing a cul-de-sac turnaround or curve on a minor loop street. Each individual lot shall have:
 - 1. Side yards shall not be less than ten (10) feet on one side and not less than ten (10) feet on the other side, except that on corner lots, the setback for all buildings shall be a minimum of thirty (30) feet on the side abutting a street/road.
 - 2. Front yard of not less than thirty (30) feet.
 - 3. A rear yard of not less than twenty-five (25) feet.

- 5.16.05.03 There shall be a minimum livable floor area of five hundred (500) square feet in each mobile home, when mobile home is owned and leased by the mobile home park owner.
- 5.16.05.04 Height of Buildings.
1. Maximum height for principal uses: thirty-five (35) feet.
 2. Maximum height for accessory uses: twenty (20) feet.
- 5.16.05.05 Each lot shall have access to a hard surfaced drive not less than twenty-two (22) feet in width excluding parking
- 5.16.05.06 City water and sewage disposal facilities shall be provided with connections to each lot. The water supply shall be sufficient for domestic use and for fire protection.
- 5.16.05.07 Tie downs shall meet all manufacturers' recommendations.
- 5.16.05.08 Service buildings including adequate laundry and drying facilities, and toilet facilities for mobile homes which do not have these facilities within each unit.
- 5.16.05.09 Not less than 8% of the total court area shall be designated and used for park, playground and recreational purposes.
- 5.16.05.10 Limitations on Lot Coverage shall be no more than 45%.
- 5.16.05.11 Storm shelters shall be required and shall meet the following criteria:
1. Shelter space equivalent to two (2) persons per mobile home lot,
 2. Designed in conformance with "National Performance Criteria for Tornado Shelters" by the Federal Emergency Management Agency (FEMA) and any other referenced material by FEMA,
 3. Shelters shall be sited in order to provide maximum protection to park occupants and so that residents may reach a shelter within the maximum safe time frame as directed by FEMA.
- 5.16.05.12 All mobile home pad locations shall be hard surfaced with properly reinforced Poured in Place Concrete.
- 5.16.05.13 All mobile homes shall have skirting which is in good repair, meets manufacturer standards, and is in conformance with the color scheme of the trailer.
- 5.16.05.14 All off-street parking shall be hard surfaced.
- 5.16.05.15 All Mobile homes shall comply with all other City Ordinances.

5.16.06 Plan Requirements

- 5.16.06.01 A complete plan of the mobile home court shall be submitted showing:
1. A development plan and grading plan of the court.
 2. The area and dimensions of the tract of land.
 3. The number, location, and size of all mobile home spaces.
 4. The number, location, and size of all hard surfaced pads shall be shown.
 5. The area and dimensions of the park, playground and recreation areas.
 6. The location and width of roadways and walkways.
 7. The location of service buildings and any other proposed structures.
 8. The location of water and sewer lines and sewage disposal facilities.
 9. Plans and specifications of all buildings and other improvements constructed or to be constructed within the mobile home court.

Section 5.19 MU-CC Mixed Use City Centre District

5.19.01 Intent: The intent of the Mixed Use Town Centre District (MU-CC) is to:

1. Accommodate mixed use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units and office uses above the ground floor;
2. Buildings can be solely residential provided they are designed in a building-forward environment, with buildings at the street edge or having only shallow front setbacks.
3. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets; and
4. Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction.

5.19.02 Permitted Uses:

Uses are allowed in “MU-CC” zoning districts in accordance with the use table of this section.

Uses Allowed in the MU-CC Zoning District

Use Category (Specific Use Type)	MU-CC District
Residential:	
Artist Live/Work Space located above the ground floor	P
Artist Live/Work Space, ground floor	P
Bed & breakfasts	P
Townhouses/condominiums	P
Multi-Family, above ground floor	P
Multi-Family, ground floor	C
Senior living: nursing care, rehab facility & assisted living facility	C
Public and Civic:	
Meeting hall	C
Museum	P
Publicly owned and operated facilities	P
Public services	P
Recreation areas/parks (public)	P
Social club/fraternal organizations	C
Parking Structures or Lots	P
Commercial:	
Antique store	P
Apparel shop	P
Art gallery	P
Attorneys	P
Automated Teller Machines	C
Bakery shop (retail)	P
Banks	P
Barber and beauty shop	P

Bicycle shop	P
Book store, not including uses defined in Adult Establishment.	P
Brew pubs	P
Brew-on premises store	P
Business or trade school	C
Business services	P
Camera store	P
Charitable organizations	C
Child care (center)	P
Coffee kiosks	P
Communication services	C
Computer store	P
Confectionery	P
Credit services	P
Dairy product sales	P
Dance studio	P
Dental office	P
Department store	P
Drug store	P
Dry cleaning & laundry pickup	P
Event center	C
Exercise, fitness & tanning spa	P
Finance/investment services	P
Fireworks stands	T
Floral shop	P
Food sales (general)	P
Food sales (limited)	P
Furniture store or showroom	P
Gift shop	P
Gunsmith	C
Hardware store	P
Health club or recreation facility, not including uses defined in Adult Establishment.	C
Hobby, craft store	P
Home occupations	C
Hotels, including restaurants, convention and meeting facilities and other related uses, not including uses defined in Adult Establishment.	P
Insurance	P
Jewelry store	P
Liquor store	P
Locksmith	P

Mail order services	C
Meat market, retail	C
Medical office	P
Micro-breweries, connected to restaurant	P
Music retail store	P
Music studio	P
Newsstands	P
Office	P
Open-air farmers markets	P
Outdoor display of merchandise	P
Paint store	P
Personal Services, not including uses defined in Adult Entertainment Establishment. (<i>Ordinance No. 1369, 10-1-19</i>)	P
Pet health services	P
Pet shop	C
Photographer	P
Picture framing shop	P
Pinball or video games business	C
Produce stands	P
Real estate offices	P
Recreational establishments	C
Restaurants, café, and fast food	P
Second hand stores	C
Security brokers	P
Shoe store	P
Sporting goods	P
Stamp and coin stores	P
Tailors and dressmakers	P
Tanning salon	P
Tavern and cocktail lounge, not including uses defined in Adult Establishment.	P
Theater, indoor, not including uses defined in Adult Establishment.	P
Title abstracting	P
Toy store	P
Travel agencies	P
Tutoring and Exam Preparation Services	P
Video store, not including uses defined in Adult Establishment.	P

Industrial:

Manufacturing: Artisan (Limited) (hand tools only: e.g., jewelry or ceramics)	C
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Other:

Temporary structures (events)	T
Temporary structures (construction)	T

P = permitted by right; C = conditional use; T = temporary

5.19.03 Permitted Accessory Uses

- 5.19.03.01 Buildings and uses customarily incidental to the permitted uses.
- 5.19.03.02 Urban residential storage as an accessory to a primary residential use.
- 5.19.03.03 Parking as permitted in Section 7.05 through 7.09.
- 5.19.03.04 Signs allowed in Section 7.01 through 7.04.
- 5.19.03.05 Landscaping as required by Section 7.17.
- [5.19.03.06 Solar Energy Conversion Systems as provided for in Section 7.15.](#)

5.19.04 Setbacks

1. The entire building façade must abut front and street side property lines or be located within 10 feet of such property lines.
2. No rear setback shall be required, except where the rear lot line is contiguous to a residential use, in which case the following standards shall apply:
 - a. There shall be a minimum rear setback of twenty (25) feet the full width of the lot;
3. No interior side setbacks are required in the MU-CC district, except when MU-CC zoned property abuts a residential use, in which case the minimum side setback required in the MU-CC district shall be the same as required for a residential use on the abutting residentially-zoned lot.

5.19.05 Building Height

The maximum building height shall be 90 feet.

5.19.06 Off-Street Parking

1. No off-street parking is required in the MU-CC district.
2. If off-street parking is utilized, it shall comply with Sections 7.08-7.09 of this ordinance.
3. All parking spaces shall be paved with asphalt, concrete or other approved hard surface.
4. The use of shared parking is encouraged.
5. Off-street parking spaces should be located to the rear of the main façade of the principal building or otherwise screened to satisfy the screening requirements of the district design standards.

5.19.10 Circulation and Connectivity

Uses shall be integrated with the surrounding community, easily accessible, and have a good internal circulation system for a variety of travel options.

1. Internal walk connections are required between buildings, and from buildings to all on site facilities, such as parking areas, bicycle facilities, and open space.
2. External walk connections are required to provide direct access from all buildings on the site to existing or planned sidewalks, adjacent multi-use trails, parks, and greenways.

LOT AND AREA REQUIREMENTS ZONING DISTRICT	MINIMUM LOT AREA		MIN. YARD SETBACK			MAXIMUM HEIGHT		MAX. LOT COVERAGE
	LOT AREA	LOT WIDTH (feet)	FRONT (feet)	SIDE (feet)	REAR (feet)	IN STORIES	IN FEET	PERCENT OF LOT AREA
TA: Transitional Agricultural								
Residential dwellings	20 acres	660	75	25	25	2 ½	35	-
Other Permitted Uses	20 acres	660	75	25	25	3	45	-
Permitted Conditional Uses	20 acres	660	75	25	25	3	45	-
Accessory Uses	-	-	100	25	10	1 ½	17	-
R-1: Single-Family Residential								
Single-family detached (existing) ⁴	5,000 s.f.	60	30	5	30	2 ½	35	35%
Single-family detached (future) ³	7,000 s.f.	70	30	10	30	2 ½	35	40%
Other Permitted Uses and Conditional Uses	8,000 s.f.	75	25	25	25	3	45	25%
Accessory Uses	-	-	50	5	5	1 ½	17	10% ²
R-2: Two-Family Density Residential								
Single-family detached (existing) ⁴	5,000 s.f.	50'	30	5	30	2 ½	35	35%
Single-family, dwelling (future) ⁴	7,000 s.f.	70	30	10	30	2 ½	35	40%
Two-family dwelling ⁴	10,000 s.f.	100	30	10	30	2 ½	35	40%
Single-family, attached ⁴	4,500 s.f. / du	50 per unit	30	10 ¹	30	2 ½	35	40% per unit
Townhouses/Condominiums	2,500 s.f. / du	25 per unit	30	10	30	2 ½	35	40%
Other Permitted Uses and Conditional Uses	8,000 s.f.	75	30	10	30	3	45	30%
Accessory Uses	-	-	50	5	5	1 ½	17	10% ²
R-3 High Density Residential								
Single-family, detached ⁴	7,000 s.f.	70	30	10	30	2 ½	35	40%
Single family, attached ⁴	4,500 s.f./du	50 per unit	30	10 ¹	30	2 ½	35	40% per unit
Two-family dwelling ⁴	10,000 s.f.	75	30	10	30	2 ½	35	40%
Townhouses	2,500 s.f.	25 per unit	30	(¹)	30	2 ½	35	40%
Multi-family dwellings	2,250 s.f. / unit	100	30	(³)	30	3	45	40%
Other Permitted Uses and Conditional Uses	8,500 s.f.	75	30	10	30	3	45	30%
Accessory Uses	-	-	50	5	5	1 ½	17	10% ²
R-4: Condominium Residential								
Single-family, detached ⁴	7,000 s.f.	70	30	10	30	2 ½	35	40%
Single-family, attached ⁴	4,500 s.f. / du	50 per unit	30	10 ¹	30	2 ½	35	40% per unit
Two-family dwelling ⁴	10,000 s.f.	75	30	10	30	2 ½	35	40%
Condominiums	2,500 s.f.	25 per unit	30	(¹)	30	2 ½	35	40%
Multi-family dwellings	2,250 s.f./unit	100	30	10	30	3	45	40%
Other Permitted Uses and Conditional Uses	8,500 s.f.	75	30	(³)	30	3	45	30%
Accessory Uses	-	-	50	8	10	1 ½	17	10% ²
C-1: Shopping Center Commercial								
Permitted Uses	-	150	25 ⁵	10	25	3	45	60%
Permitted Conditional Uses	-	150	25 ⁵	10	25	3	45	60%
C-2: General Commercial								
Permitted Uses	10,000 s.f.	-	25 ⁵	15	15	3	45	60%
Permitted Conditional Uses	10,000 s.f.	-	25 ⁵	15	15	3	45	60%
C-3: Highway Commercial / Office Park								
Permitted Uses	10,000 s.f.	-	25 ⁵	15	15	3	45	60%
Multi-family residential	10,000 s.f.	-	25 ⁵	15	15	3	45	60%
Permitted Conditional Uses	10,000 s.f.	-	25 ⁵	15	15	3	45	60%
I-1: Light Industrial								
Permitted Uses	10,000 s.f.	-	35 ⁶	30	25	3	45	65%
Permitted Conditional Uses	10,000 s.f.	-	35 ⁶	30	25	3	45	65%
Accessory Buildings	-	-	70	10	10	-	25	20%
I-2: Heavy Industrial								
Permitted Uses	10,000 s.f.	-	35 ⁶	30	25	3	45	75%
Permitted Conditional Uses	10,000 s.f.	-	35 ⁶	30	25	3	45	75%
Accessory Buildings	-	-	70	10	10	-	25	20%

¹ The Side Yard setback along the common wall shall be 0 feet and the common wall shall be along the adjoining lot line

² Provided total area of accessory structure for single family does not exceed 700 s.f. or all structures do not exceed 45% total coverage in the R-1 District and 50% total coverage in the remaining Residential Districts.

³ For Multi-family units, the Side Yard setback shall be 10 feet if it is a max. of 3 stories, and 2 additional feet of Side Yard on each side for each additional story in excess of 3 stories.

⁴ On corner lots: existing development = Street Side Yard may conform to existing setbacks along the street. Future Development = Street Side Yard setback shall equal Front Yard setback

⁵ 25 ft Front Yard setback required if no parking otherwise there is a 50 ft Front Yard setback

⁶ 35 feet Front Yard setback required if no parking otherwise there is a 60 feet Front Yard setback

Additional requirements may apply to a Zoning District, please refer to the specific district, the General Requirements and the Supplemental Regulations for more information. (Ordinance No. 875, 10-15-02) (Ordinance No. 900, 2-04-03) (Ordinance No. 968, 11-15-05)

Section 7.15 Solar ~~Panels~~Energy Conversion Systems

~~No solar panel shall be constructed within the residential zoning jurisdiction of the City of La Vista unless a permit therefore is approved and issued by the building inspector and is constructed in conformance with the following requirements. For those devices that include electrical, plumbing and heating constructions, the applicable permits shall also be obtained. Solar panels shall meet the following requirements.~~

~~7.15.01 Lot and Height Requirements: Solar panels shall conform to the required front, side and rear lot setback requirements except as provided herein:~~

~~7.15.01.01 — A solar panel which is attached to an integral part of the principal building may project two feet (2') into the front yard; six feet (6') into the rear yard; and two feet (2') into the side yard.~~

~~7.15.01.02 — A solar panel which is freestanding may be located only in the required rear yard provided it does not exceed six feet (6') in height and is located not less than five feet (5') from the rear lot line and not closer than one foot (1') to any existing easement as measured from the closest point of the structure including its foundation and anchorage's, nor shall the solar panel be located in the required side yard or front yard.~~

~~7.15.02 Structural Requirements: The physical structure and connections to existing structures shall conform to the applicable La Vista building codes.~~

~~7.15.03 Plot Plan: The application for a permit shall be accompanied by a plot plan drawn to scale showing property lines, existing structures on the lot, proposed solar panel location with respect to property lines, and dimensions of the proposed solar panel.~~

~~7.15.04 Permit Fee: A permit fee is required. This permit fee shall be paid prior to the issuance of the building permit. The amount of the fee shall be as established in the Master Fee Schedule.~~

~~7.15.05 Preexisting Solar Panels: Notwithstanding noncompliance with the requirements of this section, a solar panel erected prior to September 18, 1985, pursuant to a valid building permit issued by the City, may continue to be utilized so long as it is maintained in operational condition.~~

Solar Energy Conversion Systems (SECS) are permitted in all zoning districts as an accessory use to any lawfully permitted principal use on the same lot upon issuance of the proper permit and upon compliance with all requirements of this section and as elsewhere specified in this Ordinance. Building-integrated solar energy systems, as defined in this Ordinance, are not considered an accessory use and are not subject to the requirements of this Section.

7.15.01 Height and Lot Requirements: Solar Energy Conversion Systems (SECS) shall conform to the required height and lot requirements provide herein:

7.15.01.01 — Building-Mounted SECS that are attached to a building on a lot shall comply with the height, front, side, rear yard, and max. building coverage requirements of the building to which they are attached, except as otherwise allowed in Section 7.15.01.04.

7.15.01.02 — For a Building-Mounted SECS installed on a sloped roof that faces the front yard of a lot, the system must be installed at the same angle as the roof on which it is installed with a maximum distance, measured perpendicular to the roof, of eighteen (18) inches between the roof and highest edge or surface of the system.

7.15.01.03 — For a Building-Mounted SECS installed on a sloped roof, the highest point of the system shall not exceed the highest point of the roof to which it is attached.

7.15.01.04 For a Building-Mounted SECS installed on a flat roof, the highest point of the system shall be permitted to extend up to six (6) feet above the roof to which it is attached, and the system shall not extend horizontally past the roof line.

7.15.01.05 Ground-Mounted SECS may be located only in the required rear yard as Permitted Accessory Uses. Ground-Mounted SECS may be located outside of the rear yard, but behind the front building line, with an approved Conditional Use Permit.

7.15.01.06 Ground-Mounted SECS shall conform to the height and lot requirements for Accessory Buildings in the zoning district in which the system is to be constructed, except that the system may not exceed 12-feet in height.

7.15.01.07 Ground-Mounted SECS shall only be permitted in the following districts, subject to the requirements in this Ordinance: TA, R-1, R-2, R-3, R-4, I-1, I-2, and R-M.

7.15.02 Structural Requirements: The physical structure and connections to existing structures shall conform to the applicable City of La Vista Building Codes.

7.15.03 Permit Requirements: Before any construction or installation on any SECS system shall commence, a permit issued by the Building Department of the City of La Vista shall be obtained to document compliance with this Ordinance.

7.15.03.01 A permit fee shall be required, and the amount shall be established in the Master Fee Schedule.

7.15.03.02 The application for a permit shall be accompanied by a plot plan drawn to scale showing property lines, existing structures on the lot, proposed solar panel location with respect to property lines, and dimensions of the proposed solar panel.

7.15.04 Inspection, Safety, Abandonment, and Removal: The Building Inspector and Fire Marshall reserve the right to inspect a SECS for building or fire code compliance and safety. If upon inspection the Building Inspector or Fire Marshall determine that a fire code or building code violation exists, that the system has been abandoned, or that the system otherwise poses a safety hazard to persons or property, the Building Inspector or Fire Marshall may order the owner to repair or remove the system within a reasonable time. Such an order shall be in writing, shall offer the option to repair, shall specify the code violation or safety hazard found and shall notify the owner of his or her right to appeal such determination. If the owner fails to repair or remove a SECS as ordered, and any appeal rights have been exhausted, an employee or independent contractor with the City of La Vista may enter the property, remove the system and charge the owner for all costs and expenses of removal, including reasonable attorney's fees or pursue other legal action to have the system removed at the owner's expense. In addition to any other available remedies, any unpaid costs resulting from the City of La Vista's removal of a vacated abandoned or de-commissioned SECS shall constitute a lien upon the property against which the costs were charged. Legal counsel of the City of La Vista shall institute appropriate action for the recovery of such cost, plus attorney's fees. A SECS shall be deemed abandoned or defective by the City of La Vista if it is out of use for a period of 12 months or more, at which time the property owner shall have six months to return the system back to service, or complete decommissioning of the SECS. Decommissioning includes the removal of the SECS, all associated equipment, footings and foundation system, and wiring. Upon removal, such property shall be returned to the same conditions that existed before the installation of the system.

7.15.05 Preexisting SECS: Section 7.15 of this Ordinance applies to Solar Energy Conversion Systems (SECS) installed and constructed after December 17, 2019. Any upgrade, modification or structural change that materially alters the size or placement of an existing SECS system shall comply with the provisions of this Ordinance.

7.15.06 Signage and/or Graphic Content: No signage or graphic content may be displayed on the solar PV system except the manufacturer's badge, safety information and equipment specification information. Said information shall be depicted within an area no more than thirty-six (36) square inches in size.

7.15.07 Screening and Visibility: Placement of SECS shall be prioritized in such a way that will minimize or negate any solar glare onto nearby properties and roadways. SECS are subject to the following:

- 7.15.07.01 All SECS using a reflector to enhance solar production must minimize glare from the reflector that affects adjacent or nearby properties. Measures to minimize nuisance glare include selective placement of the system, screening on the north and south sides of the SECS, modifying the orientation of the system, reducing use of the solar reflector system, or other remedies that limit glare.
- 7.15.07.02 All SECS appurtenances, including, but not limited to, plumbing, water tanks and support equipment, shall be of a color that is complementary to the site location, and shall be screened to the extent reasonably feasible without compromising the effectiveness of the solar collectors. SECS shall comply with any applicable Design Guidelines of the appropriate district.
- 7.15.07.03 Building-mounted systems mounted on a flat roof shall require screening as to not be visible from elevation-perspective view. This can be accomplished with architectural screening such as a building parapet or by setting the system back from the roof edge in such a manner that the solar PV system is not visible from the public right-of-way.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
HIDDEN VALLEY INDUSTRIAL PRELIMINARY PLAT – J & H INVESTMENTS, LLC	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSISTANT PLANNER

SYNOPSIS

A resolution has been prepared for City Council to consider an application for a Preliminary Plat for a four-lot industrial subdivision called Hidden Valley Industrial, located northwest of the intersection of S 110th Street and Harry Anderson Avenue.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A Preliminary Plat application has been submitted by J & H Investments, LLC for approximately 30.21 acres currently described as Tax Lot 1A1A1A and Tax Lot 2B2, S of RR 17-14-12, to be replatted as Lots 1 through 4 and Outlots A and B Hidden Valley Industrial. The purpose of the request is to create a four-lot industrial subdivision for development. A detailed staff report is attached.

The Planning Commission held a meeting on February 6, 2020 and unanimously voted to recommended approval of the Preliminary Plat.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE PRELIMINARY PLAT FOR TAX LOT 1A1A1A AND TAX LOT 2B2, S OF RR 17-14-12, TO BE REPLATTED AS LOTS 1-4 AND OUTLOTS A AND B HIDDEN VALLEY INDUSTRIAL, LOCATED IN THE S 1/2 OF SECTION 17, T14, R12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, J&H Investments, LLC on behalf of the owners of the above described pieces of property, and the City, have made application for approval of a preliminary plat as presented at this meeting for Lots 1-4 and Outlots A and B Hidden Valley Industrial ("Preliminary Plat"), and

WHEREAS, the City Engineer has reviewed the Preliminary Plat; and

WHEREAS, on February 6, 2020, the La Vista Planning Commission reviewed the Preliminary Plat and recommended approval;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the Preliminary Plat for Tax Lot 1A1A1A and Tax Lot 2B2, S of RR 17-14-12, to be replatted as Lots 1-4 and Outlots A and B Hidden Valley Industrial, located in the south ½ of Section 17, Township 14, Range 12E, generally located northwest of the intersection of S 110th Street and Harry Anderson Avenue be, and hereby is, approved, contingent on the approval and recording of the Final Plat and related Subdivision Agreement.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PSPP 19-0004

FOR HEARING OF: March 3, 2020

REPORT PREPARED ON: February 20, 2020

I. GENERAL INFORMATION

A. APPLICANT:

J & H Investments, LLC
9144 S 147th Street
Omaha, NE 68138

B. PROPERTY OWNERS:

Gordo-79, LLC
12925 W Dodge Road
Omaha, NE 68154

C. LOCATION: Northwest of the intersection of S 110th Street & Harry Anderson Avenue.

D. LEGAL DESCRIPTION: Tax Lot 1A1A1A & Tax Lot 2B2, S of RR 17-14-12

E. REQUESTED ACTION(S): Approval of a Preliminary Plat for a four lot industrial subdivision titled Hidden Valley Industrial Lots 1 through 4 and Outlots A and B.

F. EXISTING ZONING AND LAND USE:

I-2 Heavy Industrial District; FF/FW Flood Plain Districts (Overlay District); The site is currently vacant.

G. PURPOSE OF REQUEST:

Preliminary Plat to create a four lot industrial subdivision.

H. SIZE OF SITE: 30.21 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The land is generally flat with a gradual downward slope generally south. The site is bordered by Papillion creek to the west, a Burlington railroad line to the north, and Hells Creek to the east and south.

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

1. **North:** Harrison Hills Industrial Park; I-1 Light Industrial; Hayes Mechanical.
2. **East:** Brook Valley Business Park; I-2 Heavy Industrial District.

3. **South:** Vacant; TA – Transitional Agriculture District, Gateway Corridor District (Overlay District), and FF/FW Flood Plain Districts (Overlay District); Nebraska Multi-Sport Complex.
4. **West:** Vacant; TA – Transitional Agriculture District, Gateway Corridor District (Overlay District), and FF/FW Flood Plain Districts (Overlay District); Nebraska Multi-Sport Complex.

C. RELEVANT CASE HISTORY:

1. N/A

D. APPLICABLE REGULATIONS:

1. Section 5.14 of the Zoning Regulations – I-2 – Heavy Industrial.
2. Section 5.18 of the Zoning Regulations – FF/FW Flood Plain District (Overlay District)
3. Section 7.16 of the Zoning Regulations – Performance Standards for Industrial Uses
4. Section 3.03 of the Subdivision Regulations – Preliminary Plats

III. ANALYSIS

A. COMPREHENSIVE PLAN: The Future Land Use Map of the Comprehensive Plan designates the proposed development area as industrial, which is consistent with the proposed development.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. There will be one access to the site from South 110th Street, which will include a prefabricated modular steel vehicle bridge over Hell Creek. The bridge will be 65 feet long, 26 feet wide, and conform to the AASHTO LRFD Bridge Design Specifications. The bridge and street improvements will be paid for by the applicant.
2. The street and bridge will be dedicated to the City upon completion. Operation and maintenance are more extensive for a bridge than a typical street, as it will require biennial inspections and must be placed on the National Bridge Inventory.
3. No adjustments to existing streets or signalization are anticipated as a result from this development.

D. UTILITIES:

1. The properties will have access to water, sanitary sewer, gas, power and communication utilities.

IV. REVIEW COMMENTS:

1. The development will require a cul-de-sac for access that exceeds the 300' maximum cul-de-sac length requirement stated in the La Vista Subdivision Regulations Section 4.11. The applicant has requested a waiver from Section 4.11 of the Subdivision Regulations which requires City Council approval. Staff finds this request reasonable, as the site has limited access points and geographic constraints that limit the design (bordered by Papillion Creek, Hell Creek, and the railroad).
2. A Wetland Delineation Report performed by Felsburg, Holt & Ullevig was provided to identify the type, location, and extent of wetlands and channels located within the project environmental study area, and to help understand the potential impacts of the construction of a bridge to connect South 110th Street to the development site on the west side of Hell Creek. The wetlands and channels identified in this delineation are assumed to be jurisdictional and regulated by USACE under Section 404 of the Clean Water Act, unless a Jurisdictional Determination is received from USACE stating otherwise. Floodplain Development Permits must be obtained as required before construction, as part of the site is within the Flood Way and the AE – 100-Year Flood Zone.
3. The project area consists of 30.2 acres, 16 of which will be disturbed. Post-Construction Stormwater Management will be provided by one dry detention basin which will provide detention and treatment for all lots and ROW for the development, as stated in the attached Preliminary Drainage Study performed by TD2 Engineering and Surveying.

V. STAFF RECOMMENDATION – PRELIMINARY PLAT:

Staff recommends approval of the Preliminary Plat for Tax Lot 1A1A1A & Tax Lot 2B2, S of RR 17-14-12 being replatted as Hidden Valley Industrial Lots 1 Through 4 and Outlots A and B, Sarpy County, Nebraska.

VI. PLANNING COMMISSION RECOMMENDATION – PRELIMINARY PLAT:

The Planning Commission held a public hearing on February 6, 2020 and voted unanimously to recommend approval of the Preliminary Plat for Tax Lot 1A1A1A & Tax Lot 2B2, S of RR 17-14-12 being replatted as Hidden Valley Industrial Lots 1 Through 4 and Outlots A and B, Sarpy County, Nebraska.

VII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Staff Review Letters and Applicant Response Letters

3. Request for Waiver Letter
4. Preliminary Plat Map set
5. Preliminary Drainage Study without exhibits
6. Wetland Delineation Report without exhibits

VIII. COPIES OF REPORT SENT TO:

1. Tom Heimes, J & H Investments
2. Douglas Kellner, P.E., Thompson, Dreessen, & Dorner, Inc.
3. Public Upon Request



Prepared by: Assistant Planner

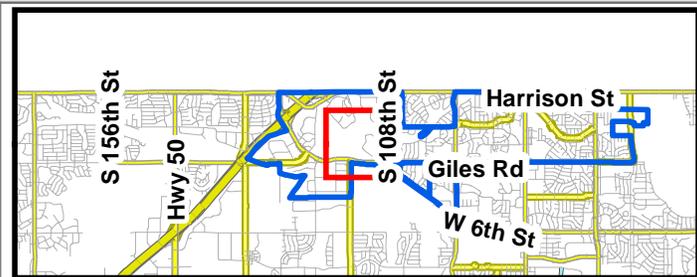


Community Development Director

2/21/2020
Date



Project Vicinity Map



**Hidden Valley Industrial
Preliminary Plat**

1/31/2020
CB





December 17, 2019

Tom Heimes
J & H Investments, LLC
9144 S 147th Street
Omaha, NE 68138

RE: Preliminary Plat – Initial Review Letter
Hidden Valley Industrial

Mr. Heimes,

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

1. Section 3.03.06 - Plat should have a legal description of the area being platted, all lot dimensions should be clearly labeled, as well as any monuments found or set, section lines, and acreage of the proposed development.
2. Section 3.03.07 - The location and width of any platted streets and alleys within 200 feet of the property, as well as any known utility information such as location, material, size, flowline and/or elevation should be shown on the plat.
3. Section 3.03.08 - Please indicate the location and names of any adjoining subdivisions, and/or undeveloped land.
4. Section 3.03.09 - Lot lines should be clearly dimensioned and lot areas should be measured in square feet.
5. Section 3.03.10 - Proposed Right of Way should be labeled as such. Provide bridge type, size and location (TS&L) drawings, including pertinent water surface elevations and calculations for the 100-year storm, anticipated USACE 404 Nationwide Permit Verification

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

www.cityoflavista.org
info@cityoflavista.org

information, and Floodplain Development Permit information. Provide bridge loading design criteria as to ensure the bridge contemplated is consistent with the requirements as set forth by the Nebraska Board of Classifications and Standards.

6. Section 3.03.11 - As it is anticipated that jurisdictional waterway(s) exist within the plat, provide a delineation report by a qualified environmental specialist.
7. Section 3.03.12 - Please provide all existing easements for public utilities; book and page number shall be labeled on the plan, and any private easements should be labeled as such.
8. Section 3.03.14 - Proposed building setback lines should be included and labeled as such.
9. Section 3.03.15 - A subdivision agreement will need to be developed prior to approval of the Final Plat for the development.
10. Section 3.03.17 - Please provide a request for wavier of standard for the cul-de-sac length, and any other anticipated waivers of design standards, if additional waivers are contemplated.
11. General Comment -The City had contemplated a 2nd phase of the Hell Creek Stabilization project to include measures to stabilize the creek channel as well as potentially provide a trail connection to the West Papio Creek Trail generally located with Outlot A and Outlot B of the proposed plat. The PCSMP and bridge improvements should evaluate measures as contemplated by the stabilization project to ensure PCSMP BMPs and the bridge geometry will not adversely impact the contemplated future improvements, and that the proposed improvements by the applicant (PCSMP BMPs and bridge) will perform as designed if the future stabilization project is designed and constructed. The City will require access easements as necessary for channel maintenance.
12. General Comment - The street name "Harry Anderson Ave Circle" will need to be confirmed by Sarpy County GIS.

13. General Comment – The lot North of the train tracks displayed as Lot 11 Harrison Hills was replatted and is now Lot 1 Harrison Hills Replat 5 and has different dimensions. Please reflect this change.

14. General Comment – Applicant should review Sections 5.14 (I-2 Heavy Industrial District) and 7.16 (Performance Standards for Industrial Uses), as well as other applicable sections of the Zoning Ordinance prior to development to be aware of development constraints.

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

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

Thank you,



Christopher Solberg, AICP
Senior Planner

cc:

Douglas Kellner, P.E., Thompson, Dreessen, & Dorner, Inc.
Pat Dowse, City Engineer
Bruce Fountain, Community Development Director

December 24, 2019

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

RE: Hidden Valley Industrial
Preliminary Plat Initial Review Response Letter
TD2 File No. 1642-110.2

Mr. Solberg:

The following responses have been prepared in acknowledgement of your letter from December 17, 2019 regarding City of La Vista Preliminary Plat – Initial Review Letter for the Preliminary Plat submittal of Hidden Valley Industrial:

1. Section 3.03.06 – Plat should have a legal description of the area being platted, all lot dimensions should be clearly labeled, as well as any monuments found or set, section lines, and acreage of the proposed development.

RESPONSE: Plat has been revised to include the requested items per the above comment (Legal description, dimensions, section lines, and acreage).

2. Section 3.03.07 – The location and width of any platted streets and alleys within 200 feet of the property, as well as any known utility information such as location, material, size, flowline and/or elevation should be shown on the plat.

RESPONSE: Location and widths of street and all know utility information has been added to the plat per the above comment.

3. Section 3.03.08 – Please indicate the location and names of any adjoining subdivisions, and/or undeveloped land.

RESPONSE: The plat has been revised to include locations and names of all adjacent land

4. Section 3.03.09 – Lot lines should be clearly dimensioned and lot area should be measured in square feet.

RESPONSE: Lots have been dimensioned and lot areas have been included in square feet.

5. Section 3.03.10 – Proposed Right of Way should be labeled as such. Provide bridge type, size and location (TS&L) drawings, including pertinent water surface elevations and calculations for the 100-year storm, anticipated USACE 404 Nationwide Permit Verification information, and Floodplain Development Permit information. Provide bridge loading design criteria as to ensure the bridge contemplated is consistent with the requirements as set forth by the Nebraska Board of Classifications and Standards.

RESPONSE: Right of Way has been labeled.

Preliminary bridge information has been provided by Big R Bridge. Proposed location has been shown on the plan sheet. The bridge design will utilize the AASHTO LRFD Bridge Design Specifications and a design vehicle of HL-93. Hydraulic information for the proposed bridge over Hell Creek including water surface elevations and 100-year storm calculations is being compiled and will be provided as it is available through the continued analysis of the feasibility of this crossing.

A delineation has been provided for analysis of potential wetland and channel disturbances. It is anticipated that the project will stay below minimum requirements for a 404 permit and will be verified by the USACE.

Proposed Floodplain fill areas have been provided in the submittal for initial review and will be coordinated with the City as an application for a Floodplain Development Permit is made and required information provided.

6. Section 3.03.11 – As it is anticipated that jurisdictional waterway(s) exist within the plat, provide a delineation report by a qualified environmental specialist.

RESPONSE: A delineation report has been provided with this submittal.

7. Section 3.03.12 – Please provide all existing easements for public utilities; book and page number shall be labeled on the plan, and any private easements should be labeled as such.

RESPONSE: Existing easements, with book and page number have been added to the plat.

8. Section 3.03.14 – Proposed building setback lines should be included and labeled as such.

RESPONSE: Building setback have been added to the plat.

9. Section 3.03.15 – A subdivision agreement will need to be developed prior to approval of the Final Plat for the development.

RESPONSE: Noted. A subdivision agreement will be developed

10. Section 3.03.17 – Please provide a request for waiver of the standard for the cul-de-sac length, and any other anticipated waivers of design standards, if additional waivers are contemplated.

RESPONSE: A request for waivers has been provided with this submittal.

11. General Comment – The City has contemplated a 2nd phase of the Hell Creek Stabilization project to include measures to stabilize the creek channel as well as potentially provide a trail connection to the West Papio Creek Trail generally located within Outlot A and Outlot B of the proposed plat. The PCSMP and bridge improvements should evaluate measures as contemplated by the stabilization project to ensure PCSMP BMPs and the bridge geometry will not adversely impact the contemplated future improvements, and that the proposed improvements by the applicant (PCSMP BMPs and bridge) will perform as designed if the future stabilization project is designed and constructed. The City will require access easements as necessary for channel maintenance.

RESPONSE: Noted. Bridge and PCSMP designs will coordinate with the potential creek stabilization project as required by the City.

12. General Comment – The street name "Harry Anderson Ave Circle" will need to be confirmed by Sarpy County GIS.

RESPONSE: Noted. Street name will be confirmed.

13. General Comment – The lot North of the train tracks displayed as Lot 11 Harrison Hills was replatted and is now Lot 1 Harrison Hills Replat 5 and has different dimensions. Please reflect this change.

RESPONSE: Noted. Change has been made.

14. General Comment – Applicant should review Sections 5.14 (I-2 Heavy Industrial District) and 7.16 (Performance Standards for Industrial Uses), as well as other applicable sections of the Zoning Ordinance prior to development to be aware of development constraints.

RESPONSE: Noted.

If you have any questions, please call our office at (402) 330-8860.

Sincerely,

THOMPSON, DREESSEN & DORNER, INC.



Matthew E. Maly, P.E.

MEM/dek



January 6, 2019

Tom Heimes
J & H Investments, LLC
9144 S 147th Street
Omaha, NE 68138

RE: Preliminary Plat – Second Review Letter
Hidden Valley Industrial

Mr. Heimes,

We have reviewed the resubmittal for Hidden Valley Industrial Preliminary Plat. Based on the elements for consideration set forth in the applicable sections of the Subdivision Regulations, the City has the following comments:

1. Section 3.03.06 - Plat should have a legal description of the area being platted. As the proposed subdivision boundary does not appear to be a recorded lot or subdivision, a metes and bounds legal description will be needed to confirm plat dimensions.
2. Section 3.03.12 – Please confirm that public improvements will be allowable within the 80' OPPD easement, in terms of proposed public improvements and proposed elevations.
3. Section 3.03.17 – Please confirm roadway centerline radii meet or exceed the standards as set forth in Section 4.24 of the subdivision regulations.
4. Section 3.03.20 – The drainage report will need to include assumptions made for lot level BMPs, and the effects of such on the overall drainage design. Energy grade line of the trunk sewer system will need to be evaluated as well as the design progress.

City Hall

8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development

8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire

8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course

8305 Park View Blvd.
p: 402-339-9147

Library

9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police

7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Buildings & Grounds

8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Public Works

9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

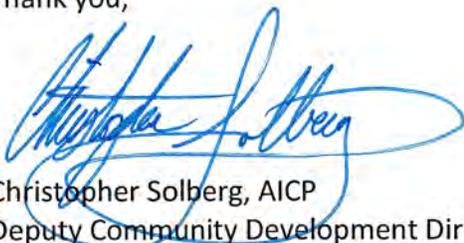
Recreation

8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

Please submit 4 full size revised copies of the plat and related documents (along with electronic copies) to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted this review have been sufficiently addressed. To be considered for the February 6, 2020 Planning Commission meeting agenda, the issues noted in this letter must be sufficiently addressed in a resubmittal by January 13th in order to give staff time to review and prepare the packets.

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

Thank you,



Christopher Solberg, AICP
Deputy Community Development Director
City of La Vista, Nebraska
(402) 593-6400
csolberg@cityoflavista.org

cc:

Douglas Kellner, P.E., Thompson, Dreesen, & Dorner, Inc.
Pat Dowse, City Engineer
Bruce Fountain, Community Development Director

January 16, 2020

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

RE: Hidden Valley Industrial
Preliminary Plat Second Review Response Letter
TD2 File No. 1642-110.3

Mr. Solberg:

The following responses have been prepared in acknowledgement of your letter from January 6, 2020 regarding City of La Vista Preliminary Plat – Second Review Letter for the Preliminary Plat submittal of Hidden Valley Industrial:

1. Section 3.03.06 – Plat should have a legal description of the area being platted. As the proposed subdivision boundary does not appear to be a recorded lot or subdivision, a metes and bounds legal description will be needed to confirm plat dimensions.

RESPONSE: A metes and bounds legal description has been provided with this submittal.

2. Section 3.03.12 – Please confirm that public improvements will be allowable within the 80' OPPD easement, in terms of proposed public improvements and proposed elevations.

RESPONSE: Coordination with OPPD is ongoing and an OPPD Encroachment form has been completed and submitted to OPPD for review and comment. Through conversations with OPPD it is anticipated that if grades are maintained within the easement and improvements do not encroach upon OPPD structures that public improvements will be acceptable within the easement. Comments/Approvals will be provided once received from OPPD.

3. Section 3.03.17 – Please confirm roadway centerline radii meet or exceed the standards as set forth in Section 4.24 of the subdivision regulations.

RESPONSE: Centerline curve radii have been added to the Plat. All curves are 200' or greater which meets the standards for a Local street in Section 4.24

4. Section 3.03.20 – The Drainage report will need to include assumptions made for lot level BMPs, and the effects of such on the overall drainage design. Energy grade line of the trunk sewer system will need to be evaluated as well as the design progress.

RESPONSE: Lot level assumptions have been added to the Executive Summary of the Drainage Study. It is assumed that Detention Basin 1 will provided treatment and storage for all 4 Lots and release runoff at a reduced rate. Energy grade lines will be provided as final design progresses.

If you have any questions, please call our office at (402) 330-8860.

Sincerely,

THOMPSON, DREESSEN & DORNER, INC.



Matthew E. Maly, P.E.

MEM/dek

December 23, 2019

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

RE: Hidden Valley Industrial
Request for Waivers
TD2 File No. 1642-110.1

Mr. Solberg:

The following is a request for waivers to the La Vista City Planning Commission regarding Hidden Valley Industrial. This request is to waive the following City of La Vista Subdivision Design Standards.

1. Section 4.11 Design Standards: Cul-de-sac Streets.
 - Request to waive the requirement for a maximum 300' long cul-de-sac street. This request is made due to design constraints relating to the location of the site. The proposed plat has limited access points and is located where it is bordered by, the Papillion Creek (to the south and west), Hell Creek (to the east), and the railroad (to the north and west). It is proposed to have a 1,000' long cul-de-sac street with a pavement radius for the cul-de-sac turnaround of 50'.

If you have any questions, please call our office at (402) 330-8860.

Sincerely,

THOMPSON, DREESSEN & DORNER, INC.



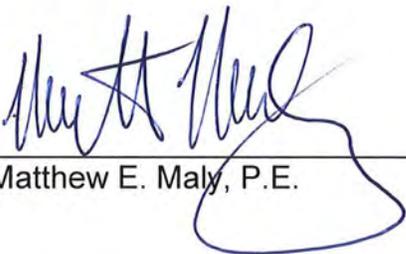
Matthew E. Maly, P.E.

MEM/dek

**HIDDEN VALLEY INDUSTRIAL
S 110TH STREET AND HARRY ANDERSON AVE.
LA VISTA, NE 68128**

PRELIMINARY DRAINAGE STUDY

La Vista, Nebraska

Prepared By:  Date: 1-16-20
Matthew E. Maly, P.E.



**DRAINAGE STUDY
HIDDEN VALLEY INDUSTRIAL
S 110TH STREET AND HARRY ANDERSON AVE.
LA VISTA, NE 68128**

EXECUTIVE SUMMARY

This drainage study was prepared for Hidden Valley Industrial located at NW of the intersection of S 110th Street and Harry Anderson Avenue in La Vista, Nebraska. The proposed project area consists of approximately 30.2 acres, of which approximately 16 acres will be disturbed.

The existing conditions of the site consists of mainly agricultural land. Hell Creek runs through the property along the east edge and approximately 22 acres of the site is designated as either floodway or floodplain. Runoff from the site overland flows towards Hell Creek, except for approximately 2 acres at the NW corner which runs into West Papillion Creek.

The proposed site improvements for Hidden Valley Industrial will consist of grading for Industrial lots, sanitary sewer, storm sewer and street paving. One crossing is proposed to span across Hell Creek. Post-Construction Stormwater Management will be provided by one (1) dry detention basin, which will provide detention and treatment for all lots and right-of-way for the development. The individual lots will be provided a location to tap into the public storm sewer system in order to convey runoff to the PCSMP basin. Public storm sewer will be sized to adequately convey runoff from the proposed developed conditions of the lots. Once captured by public storm sewer, runoff from the site will be conveyed southeast into the detention basin prior to being released downstream.

The detention basin system will be able to store and detain in excess of the first ½" of runoff produced for the entire site. Detention basins will be staged in such a way to meet drawdown times and discharge less runoff than is produced by the existing conditions of the site for the 2, 10 and 100 year storm events. See Table 1 for the summary of the different runoff conditions.

Table 1. Summary of existing and proposed runoff conditions.

Area	Existing Runoff (cfs)			Post-Construction Runoff (cfs)			Post-Construction Discharge (cfs)		
	2 Year	10 Year	100 Year	2 Year	10 Year	100 Year	2 Year	10 Year	100 Year
Impact Point 1	12.64	29.50	54.51	45.26	79.63	124.59	10.94	27.69	53.62

Wetland Delineation Report

Hell Creek Crossing

Sarpy County, Nebraska

FHU Project No. 119535-01



View southwest toward Hell Creek, north of the West Papio Trail pedestrian bridge.

Prepared for:

Heimes Corporation
9144 S 147th Street
Omaha, NE 68138

Prepared by:

Felsburg Holt & Ullevig
11422 Miracle Hills Drive, Suite 115
Omaha, Nebraska 68154

December 2019



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APPENDIX C	PHOTOGRAPHS

1.0 INTRODUCTION

1.1 Summary

Felsburg Holt & Ullevig (FHU) has prepared this wetland delineation report for the Hell Creek Crossing project located near the intersection of South 110th Street and Harry Andersen Boulevard, approximately 0.4 miles northwest of the intersection of South 108th Street and Giles Road in the City of La Vista, Sarpy County, Nebraska (**Appendix A; Figure 1**). This project would construct a bridge to connect South 110th Street to a parcel on the west side of Hell Creek. This would allow the area west of Hell Creek to be accessed for future development.

The purpose of this report is to identify the type, location, and extent of wetlands and channels located within the project environmental study area (ESA) (**Appendix A; Figure 2**). The boundaries of the ESA were drawn to include all areas potentially impacted by construction activities. Based on this delineation, wetlands are present within the ESA and consist of palustrine emergent temporarily/seasonally flooded fringe riverine channel (PEMA/C-RC) wetlands along Hell Creek (**Appendix A; Figure 2**).

1.2 Regulatory Framework

Under Section 404 of the Clean Water Act, the U.S. Army Corps of Engineers (USACE) regulates impacts to waters of the U.S. (WOUS). Any project that requires placement of dredged or fill material into WOUS, including wetlands, must obtain a Section 404 permit from USACE before initiating construction. As part of the permit program, the project is also reviewed for compliance with Section 401 Water Quality Certification as implemented by the Nebraska Department of Environmental and Energy (NDEE).

2.0 WETLAND/WATER RESOURCE DELINEATION METHODS

2.1 Review of Existing Resources

Several published and/or on-line resources were reviewed as part of the wetland evaluation:

- Natural Resource Conservation Service (NRCS), National Cooperative Soil Survey, Web Soil Survey and Digital Aerial Photographs, Sarpy County. U.S. Department of Agriculture. Accessed from: <http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm> (NRCS 2019).
- U.S. Fish and Wildlife Service (USFWS) Wetlands Online Mapper, National Wetland Inventory (NWI) Layer. Accessed from: <http://www.fws.gov/wetlands/Data/Mapper.html> (USFWS 2019).
- U.S. Geological Service (USGS), The National Map Viewer with 1 arc-second National Elevation Dataset (NED) and National Hydrography Dataset (NHD). Accessed from: <http://viewer.nationalmap.gov/viewer/> (USGS 2019).
- The Nebraska Natural Legacy Project: State Wildlife Action Plan. Nebraska Game and Parks Commission (Schneider et al. 2011).

Aerial Imagery

- Esri, DigitalGlobe, GeoEye, I-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community (Esri 2019a).

Topographic Source Information

- 1:24,000 scale metric Topographic Map; Ralston (Esri 2019b).

Topography

This project occurs within the Rolling Hills Topographic Region of Nebraska, which consists of hilly land with moderate to steep slopes and rounded ridge crests (IANR 1973). In eastern Nebraska, most of the Rolling Hills region is underlain by glacial till that has been eroded and mantled by loess. However, local topography consists of flat to sloping floodplain along the creek.

Elevations within the ESA range from a low of approximately 1,018 feet above sea level (asl) within the Hell Creek channel to a high of 1,043 feet (318 m) at the top of a hill in the northeast corner of the ESA (USGS 2019). The general elevation of the terraces above the channel is approximately 1,032 feet.

Drainage

The project lies within the Big Papillion – Mosquito Creek watershed. Hell Creek drains into West Papillion Creek approximately 300 feet southwest of the project area. West Papillion Creek is a tributary to Papillion Creek, which ultimately flows into the Missouri River.

Soils

The Soil Survey Geographic database (SSURGO) map units located within the ESA are Judson-Nodaway channeled-Contrary complex, 3 to 10 percent slopes, and Smithland-Kenridge silty clay loams, occasionally flooded (NRCS 2019). Both of these map units can include hydric soils which may indicate the potential for wetlands. Soil types within the ESA are listed in **Table 1**, along with information on their hydric rating and general location.

TABLE 1: SOIL PROPERTIES WITHIN THE ESA

SOIL TYPE	PERCENT OF ESA	HYDRIC COMPONENTS	HYDRIC SOIL LOCATION
Judson-Nodaway channeled-Contrary complex, 3 to 10% slopes	75	Kezan-Occasionally flooded	Hydric soil components may compose up to 15% of the soil type and are located in Drainageways
Smithland-Kenridge silty clay loams, occasionally flooded	25	Colo	Hydric soil components may compose up to 15% of the soil type and are located in Flood plains

Vegetation

The major NRCS Ecological Site designations (NRCS 2019; SCS 1980) mapped as originally occurring in the ESA include the following: Loamy Footslope Savannah, Deep Loess Upland Prairie, Loamy Floodplain, Silty, Wet Upland Drainageway Prairie.

Some of the characteristic species of these ecological sites would include big bluestem (*Andropogon gerardii*), little bluestem (*Schizachyrium scoparium*), New Jersey tea (*Ceanothus americanus*), lead plant (*Amorpha canescens*), eastern gama grass (*Tripsacum dactyloides*), and bur oak (*Quercus macrocarpa*). However, these plant associations are likely lacking due to agricultural and development disturbances. A review of aerial photography indicates current vegetation within the project limits primarily consists of riparian woodlands, grasslands, and row crops or alfalfa.

Wetlands

NWI maps Hell Creek as a Riverine Intermittent Streambed Seasonally Flooded Excavated (R4SBCx) wetland. No other NWI wetlands are mapped within the ESA (USFWS 2019).

Land Use

The project is mapped within the Iowa and Missouri Deep Loess Hills Major Land Resource Area (Land Resource Region M [Central Feed Grains and Livestock]) (NRCS 2006). Within the ESA, the area consists largely of undeveloped riparian woodland. Industrial/commercial businesses are located to the east and a row-crop agricultural field is located to the northwest.

2.2 Field Survey

A site investigation for the project was conducted on 8 November 2019 by FHU scientists/biologists Kody Unstad and Jessica Jurzenski. Field data was collected to: (1) delineate wetlands and (2) document other water resources.

Wetland Delineation Methodology

Wetland delineation procedures follow protocols described in the:

1. U.S. Army Corps of Engineers Wetland Delineation Manual (USACE 1987)
2. Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Midwest Region (USACE 2010)

A point method is used to collect at least one sample point per wetland and at least one sample point in the uplands near the upland/wetland interface. Sample plot sizes follow those recommended by the regional supplement (USACE 2010). Sample points are examined for the presence or absence of the three wetland parameters: hydrophytic vegetation, hydric soils, and wetland hydrology. Sample point data are recorded on USACE Wetland Determination Data Forms (USACE 2010). Delineated wetlands are classified according to the *Classification of Wetland and Deepwater Habitats of the United States* (Cowardin et al. 1979) and Nebraska Subclasses based on field conditions.

Vegetation at each sample point is identified to the species level, when possible, and recorded. The wetland indicator status of each plant identified is also recorded and used to determine if hydrophytic vegetation is present (USACE 2016).

Where possible, soils are examined by excavating to the depth needed to identify hydric soils or a minimum of 20 inches. The soil profile is documented for changes in soil horizons, matrix and mottle colors, and redoximorphic features. Redoximorphic concentrations are the apparent accumulation of iron and manganese oxides within the soil profile. Redoximorphic depletions are areas of low chroma and high value that indicate the removal of reduced iron from the soil. Concentrations or depletions of iron are usually an indication of periodically, seasonally, or permanently saturated soil conditions.

Indicators of wetland hydrology (high water table and saturated or inundated soils), along with signs of previous prolonged saturation or inundation during the growing season, are also noted at each sampling location.

Channel Delineation Methodology

Areas with flowing water or a defined bed and bank are assessed for an ordinary high water mark (OHWM). The OHWM in a stream channel is generally an area free of vegetation along the bank below the 2-year channel-forming storm event (USACE 2005). Additionally, there is often a visible impression or scour line on the bank that is an indication of the OHWM. When a channel less than 3 feet wide is identified, the center of the channel is mapped to document its location. Flow regime for channels are determined using field observations and USGS sources, such as the National Map Viewer and NHD provided by USGS sources (USGS 2019).

Documentation

Locations of the wetland/upland boundary, sample points, channels, and other features within the ESA are mapped using a Trimble GeoXH or similar Global Positioning System (GPS) unit with sub-meter accuracy.

3.0 DELINEATION RESULTS

One wetland and one channel were delineated within the ESA. The location of the delineated wetland and channel boundary, sample points, and photograph locations are shown in **Appendix A, Figure 2**. Wetland Determination Data Forms were completed for each sample point and are included in **Appendix B** with all sample point photographs found in **Appendix C**.

Summary data for the delineated wetland, including classification and acreage, are shown in **Table 2**. The delineated wetland is a PEMA/C wetland located along the fringe of Hell Creek. The dominant species in the wetland is *Phalaris arundinacea*.

Summary data for other delineated water resources are shown in **Table 3** and include one perennial channel.

TABLE 2: DELINEATED WETLANDS

WETLAND NUMBER	WETLAND CLASSIFICATION ¹	NEBRASKA WETLAND SUBCLASS	AREA (acres)	POSSIBLY NON-JURISDICTIONAL ²
Wetland 5	PEMA/C	Riverine Channel	0.005	No

¹ Cowardin classification as follows: PEMA/C - Palustrine Emergent Temporarily/Seasonally Flooded.

² All wetlands assumed to be jurisdictional under Section 404 of the Clean Water Act, unless a USACE Jurisdictional Determination is received indicating otherwise.

TABLE 3. CHANNELS AND OTHER WATER RESOURCES¹

RESOURCE NUMBER	NAME	TYPE	FLOW REGIME	POSSIBLY NON-JURISDICTIONAL ²
Channel 1	Hell Creek	Channel	Perennial	No

¹ Other Water Resources are non-wetland water resources such as channels, ponds, and canals.

² All Water Resources are assumed to be jurisdictional under Section 404 of the Clean Water Act, unless a Corps Jurisdictional Determination is received indicating otherwise.

4.0 DISCUSSION

Much of the vegetation was senescent but could still be identified to species. Climatic and hydrologic conditions were considered normal for conducting this delineation.

All of the wetlands within the ESA are likely to be considered jurisdictional because Hell Creek drains to Papillion Creek, which ultimately flows into the Missouri River, a navigable water and WOUS. Wetlands and channels identified in this delineation are assumed to be jurisdictional and regulated by USACE under Section 404 of the Clean Water Act (see **Section 1.2**) unless a Jurisdictional Determination is received from USACE stating otherwise.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – AMENDMENT NO. 2 – CITY PARKING DISTRICT NO. 1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve Amendment No. 2 to the professional services agreement with Thompson, Dressen and Dorner (TD2) for additional drainage improvement services in an amount not to exceed \$19,100.00.

FISCAL IMPACT

The FY19/20 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

Amendment No. 2 to the original professional services agreement, dated September 16, 2015, includes drainage improvements in off-street Parking District No. 1 in the vicinity of Old Giles Road and 120th Street. This amendment will provide updates to the final plans and specifications, communication and coordination with adjacent property owners, and additional construction phase services. Amendment No. 2 will increase the contract amount by \$19,100 for a not-to-exceed amount of \$135,469.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AMENDMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH THOMPSON, DREESSEN, AND DORNER, INC. (TD2) TO PROVIDE ADDITIONAL SERVICES FOR DRAINAGE IMPROVEMENTS RELATED TO CITY PARKING DISTRICT NO. 1 IN AN AMOUNT NOT TO EXCEED \$19,100.00.

WHEREAS, the Mayor and Council have determined that additional engineering services for the City Parking District No. 1 drainage improvements are necessary; and

WHEREAS, the FY19/20 Biennial Budget provides funding for this service. The agreement price increases from \$116,369.00 to \$135,469.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby approve Amendment No. 2 to a Professional Services Agreement with Thompson, Dreessen, and Dorner, Inc. to provide additional engineering services for drainage improvements related to City Parking District No. 1 in an amount not to exceed \$19,100.00.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CONSULTANT PROFESSIONAL SERVICES

PRELIMINARY & FINAL ENGINEERING

AMENDMENT NO. 2

This AMENDMENT No. 2 ("Amendment 2") shall amend and become a part of the Agreement for Professional Services dated September 16th, 2015, and Amendment No. 1 dated December 20, 2017 between the City of La Vista ("City") and Thompson, Dreessen, & Dorner, Inc. ("Consultant") providing additional professional services for drainage improvements related to City Parking District No.1

SCOPE OF SERVICES

City and Consultant hereby agree that Consultant's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Task A2-A– Update Plans and Specs for Rebidding

A.1 Update plans and specs to rebid. This includes updating Standard Plate and Standard Specification references and allowing for work area and excess soil disposal on the adjacent acquired Tax Lot 15. Also included is updating the cost estimate and providing assistance to solicit bids.

Task A2-B– Communication with Property Owners

B.1 Communicate with McCormick for construction schedule and access to his property during construction to avoid business impacts.

B.2 Send letters to two property owners in Papio Valley 1 Business Park to request right-of-entry agreements.

B.3 Coordinate with City on construction schedules and property owner communications.

Task A2-C – Construction Staking

C.1 Provide grade control stakes and reference points for contractor during construction. We have assumed it will be a small contractor not using GPS-guided equipment.

Task A2-D – Construction Phase Services

D.1 Provide construction staking, construction testing, and construction observation for the portion of the work on the north side of Old Giles Road.

D.2 Provide construction staking, construction testing, and construction observation for the portion of the work on the south side of Old Giles Road.

D.3 Provide construction administration and project management assuming to payment recommendations and preparation of record drawings.

COMPENSATION

Payment for the professional services under this Amendment 2 will be made on the basis of hourly charge rates plus reimbursable costs, as set forth on the attached rate schedule not to exceed a total of \$19,100 for the tasks in this Amendment No. 2.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

This Amendment does not include any fees to the BNSF Railway for permissions, insurance or flaggers.

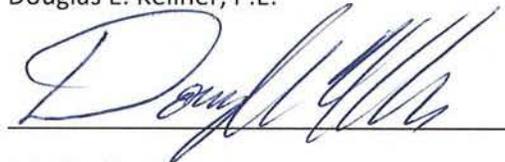
No efforts related to a Corps of Engineers permit are included.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Consultant this 3rd day of February, 2020.

THOMPSON, DRESSEN & DORNER, INC.

Douglas E. Kellner, P.E.



Principal in Charge

EXECUTED by the City this _____ day of _____, 2020

CITY OF LA VISTA, NEBRASKA

Authorized Representative

Name Title Date

THOMPSON, DREESSEN & DORNER, INC. 2020 RATE SCHEDULE

TITLE	HOURLY RATE
<u>LAND SURVEYING</u>	
Principal (L.S.)	\$155.00
Chief of Surveys (L.S.)	\$150.00
Registered Land Surveyor (L.S.)	\$135.00 - \$140.00
Crews	
3-Person Survey Crew	\$220.00
2-Person Survey Crew	\$170.00
1-Person Survey Crew	\$115.00
2-Person Survey Crew Drone	\$500.00
Senior Computer Aided Drafting Technician and Equipment	\$95.00 - \$100.00
<u>ENGINEERING</u>	
Principal	
Civil Principal (P.E.)	\$165.00
Structural Principal (P.E., S.E.)	\$165.00
Senior Engineer	
Senior Civil/Structural Engineer (P.E.)	\$110.00 - \$155.00
Staff Engineer	
Staff Civil/Structural Engineer (P.E.)	\$110.00
Staff Civil/Structural Engineering Intern (E.I.)	\$75.00 - \$100.00
Intern	\$45.00
AutoCAD Technician	
Senior Computer Aided Drafting Technician and Equipment	\$95.00 - \$100.00
Staff Computer Aided Drafting Technician and Equipment	\$80.00
Engineering Technician	
Senior	\$75.00 - \$85.00
Staff	\$55.00
Construction Observer	
Senior	\$75.00 - \$120.00
Staff	\$70.00
Staff/Intern	\$45.00
Special Inspections	
Concrete/Masonry	\$80.00
Steel/Wood	\$85.00
Drill Rig Operator	
2 Man Crew	\$210.00
1 Man Crew	\$160.00
<u>ADMINISTRATION</u>	
Clerical	\$60.00 - \$120.00
<u>OTHER</u>	
Mileage	
Company Vehicle	\$.80/Mile
Personal Vehicle	\$.58/Mile
Governmental (State Law Max.)	\$.58/Mile
Electronic Data Collection Equipment	\$30.00 - \$45.00

Last updated 01/29/2020.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – THOMPSON CREEK CHANNEL REHABILITATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to authorize a professional services agreement with Thompson, Dreessen and Dorner (TD2) of Omaha, Nebraska for design of the final phase of the Thompson Creek Channel Rehabilitation Project, including considerations for a culvert crossing, in an amount not to exceed \$63,000.00.

FISCAL IMPACT

The FY19/20 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

TD2 has been working with the City to rehabilitate the Thompson Creek channel from Central Park to 72nd Street. This phase of the design will update the channel rehabilitation plans within Central Park west of Edgewood Boulevard to just downstream of the Thompson Creek Dam. Felsburg, Holt and Ullevig will work through the Army Corps of Engineers permit verification process as a subconsultant on this project. The project will also coordinate with existing utilities within the project boundaries.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH THOMPSON, DREESSEN, AND DORNER (TD2), OMAHA, NEBRASKA FOR DESIGN ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$63,000.00.

WHEREAS, the Mayor and City Council have determined that design engineering services are necessary; and

WHEREAS, the FY19/20 Biennial Budget provides funding for the proposed services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Thompson, Dreessen, and Dorner (TD2), Omaha, Nebraska for the provision of design engineering services in an amount not to exceed \$63,000.00.

PASSED AND APPROVED THIS 3RD DAY OF MARCH 2020.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 3, 2020 AGENDA**

Subject:	Type:	Submitted By:
SALUTE TO SUMMER FESTIVAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MITCH BEAUMONT COMMUNITY RELATIONS COORDINATOR

SYNOPSIS

A resolution has been prepared to authorize the City Administrator to make arrangements for the procurement of necessary rentals and services associated with the 2020 Salute to Summer Festival event in an amount not to exceed \$35,000.

FISCAL IMPACT

The FY19/FY20 Biennial Budget contains funding for these expenses.

RECOMMENDATION

Approval.

BACKGROUND

The 2020 Salute to Summer Festival will feature a new format and location along with a revamped schedule of events, which includes many new activities, live entertainment on multiple stages, as well as traditional events such as the parade, community cookout and fireworks display. Event details and logistics have different requirements than in the past, some of which exceed the current staff funding authority. As a result, it is necessary to obtain Council approval.

Specific items include:

- Community Cookout — Hy-Vee (\$5,800)
- Live entertainment — Hotel Desperado (\$6,000)
- Stage rental & setup — Event Staging Systems (\$6,500)
- Sound system rental, setup & engineering — Theatrical Media Services (\$6,200)
- Fireworks display — Bellino Fireworks (\$10,000)

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE CITY ADMINISTRATOR TO MAKE ARRANGEMENTS FOR THE PROCUREMENT OF NECESSARY RENTALS AND SERVICES ASSOCIATED WITH THE 2020 SALUTE TO SUMMER FESTIVAL IN AN AMOUNT NOT TO EXCEED \$35,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the procurement of rentals and services associated with the 2020 Salute to Summer Festival is necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for these rentals and services; 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 purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the City Administrator to make arrangements for the procurement of necessary rentals and services associated with the 2020 Salute to Summer Festival in an amount not to exceed \$35,000.00.

PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk