

## LA VISTA CITY COUNCIL MEETING AGENDA

July 5, 2022

6:00 p.m.

Harold “Andy” Anderson Council Chamber

La Vista City Hall

8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Appointment – Park and Recreation Advisory Committee – Jason Ryan – Fill Vacancy**

*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 June 21, 2022 City Council Meeting**
3. **Request for Payment – McAnany Construction – Construction Services – UBAS Street Maintenance Project – \$206,499.20**
4. **Request for Payment – Lamp Rynearson – Professional Services – Pavement Asset Management - \$4,420.65**
5. **Request for Payment – City Centre Music Venue, LLC & Astro Theater, LLC – Disbursement of EDP Award Funds – \$831,300.09**
6. **Request for Payment – HDR Engineering – Professional Services – Project Management for Public Improvements – \$1,572.84**
7. **Request for Payment – Felsburg, Holt & Ullevig – Professional Services – Giles Road Widening – \$8,175.58**
8. **Request for Payment – Felsburg, Holt & Ullevig – Professional Services – 84<sup>th</sup> Street Signal Improvements – \$300.00**
9. **Request for Payment – HGM Associates Inc. – Professional Services – East La Vista Sewer and Pavement Rehabilitation – Phase 2 Final Design – \$4,534.12**
10. **Request for Payment – JE Dunn Construction Co – Professional Services – Central Park Pavilion and Site Improvements – \$288,581.00**
11. **Request for Payment – Sampson Construction – Construction Services – Offstreet Parking District No. 2, Structure No. 2 - \$414,764.00**
12. **Approval of Claims**

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

### **B. Citizen Advisory Review Committee – EDP Report**

1. **Public Hearing**

### **C. Southport West Replat Nine – Replat & Subdivision Agreement**

1. **Resolution – Approve Replat**
2. **Resolution – Approve Subdivision Agreement**

### **D. Resolution – Award Bid – Applewood Creek Trail**

### **E. Resolution – Approval of Class CK Liquor License Application – HOA Restaurant Holder LLC dba Hooters**

1. **Public Hearing**
2. **Resolution**

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

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

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# MINUTE RECORD

No. 729 -- REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL MEETING June 21, 2022

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 June 21, 2022. Present were Councilmembers: Ronan, Sheehan, Thomas, Quick, Frey, Hale, and Sell. Also in attendance were, City Attorney McKeon, Assistant City Administrator Ramirez, Chief of Police Lausten, City Clerk Buethe, Director of Public Works Soucie, Director of Administrative Services Pokorny, Community Development Director Fountain, Recreation Director Stopak, Finance Director Miserez, City Engineer Dowse and Library Director Barcal.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on June 8, 2022. 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.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JUNE 7, 2022 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT – APRIL 2022
4. REQUEST FOR PAYMENT – PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT – ANNUAL CONTRIBUTION – PAPILLION CREEK WATERSHED PARTNERSHIP – \$10,750.00
5. REQUEST FOR PAYMENT – FELSBURG, HOLT & ULLEVIG – PROFESSIONAL SERVICES – 84<sup>TH</sup> STREET SIGNAL IMPROVEMENTS – \$3,380.00
6. REQUEST FOR PAYMENT – HEIMES CORPORATION – CONSTRUCTION SERVICES – THOMPSON CREEK – CENTRAL PARK EAST - \$265,860.69
7. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – LAND USE & MARKET ANALYSIS – \$14,000.00
8. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – LAND USE & MARKET ANALYSIS – \$20,943.75
9. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC – PROFESSIONAL SERVICES – 84<sup>TH</sup> STREET BRIDGE – \$5,790.00
10. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – PLACEMAKING & LA SERVICES – \$2,427.27
11. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – PLACEMAKING PHASE 1 – \$67,478.12
12. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA VISTA CITY CENTRE PARKING STRUCTURE 2 – \$10,113.82
13. REQUEST FOR PAYMENT – THIELE GEOTECH INC – CONSTRUCTION SERVICES – UBAS AT GILES CORNER - \$852.00
14. APPROVAL OF CLAIMS

1000 BULBS, supplies	225.49
4 SEASONS AWARDS, services	101.80
ABM INDUSTRIES INC, services	8,636.99
ACCO UNLIMITED CORP, supplies	1,073.05
ACTION BATTERIES, maint.	109.25
ACTIVE NETWORK LLC, services	57.65
AE SUPPLY, services	45.00
AKRS EQUIPMENT SOLUTIONS, maint.	86.76
AMAZON, supplies	482.64
A-RELIEF, services	2,461.00

# MINUTE RECORD

June 21, 2022

No. 729 — REDFIELD DIRECT E2106195KV

AT&T MOBILITY LLC, phones	97.66
BACON LETTUCE CREATIVE, services	2,720.00
BARCO MUNICIPAL PRODUCTS, supplies	186.14
BAUER BUILT INC, maint.	974.68
BLACK HILLS ENERGY, utilities	3,183.79
BOK FINANCIAL, bonds	210,582.50
BRIAN SMILES, services	300.00
BROADCAST MUSIC INC, services	387.00
BUETHE, P., travel	2,555.64
CARROT-TOP INDUSTRIES INC, supplies	195.61
CCAP AUTO LEASE LTD, services	449.00
CENTURY LINK/LUMEN, phones	258.76
CINTAS CORP, services	430.13
CITY OF OMAHA, services	211,343.41
COLLAB. SUMMER LIBRARY PRGM, supplies	874.68
COMP CHOICE INC, services	1,878.42
CONVERGINT TECHNOLOGIES LLC, services	69,509.32
COX COMMUNICATIONS, services	170.15
CREATIVE SITES LLC, services	1,506.00
CULLIGAN OF OMAHA, supplies	90.00
CUMMINS CENTRAL POWER LLC, maint.	13.54
D & K PRODUCTS, supplies	641.88
DEFIANCE HARLEY-DAVIDSON, maint.	125.00
DXP ENTERPRISES INC, maint.	76.43
ESSENTIAL SCREENS, services	557.20
FELSBURG HOLT & ULLEVIG INC, services	2,603.88
FIKES COMMERCIAL HYGIENE LLC, supplies	62.00
FIRST STATE BANK, services	2,137.23
FIRST STUDENT INC, services	548.90
FITZGERALD SCHORR BARMETTLER, services	26,544.20
FOUNTAIN, B., services	48.83
FUN EXPRESS LLC, services	985.51
FUN SERVICES, services	652.00
GALE, books	99.71
GENERAL FIRE & SAFETY, bld&grnds	400.50
GREAT PLAINS COMMUNICATION, services	777.60
HAGEN, JACOB, services	420.00
HARM'S CONCRETE INC, services	1,020.13
HDR ENGINEERING INC, services	1,354.61
HERC RENTALS INC, services	717.34
HOBBY LOBBY, supplies	143.69
HOTSY EQUIPMENT CO, maint.	14,957.00
HY-VEE INC, services	8,500.00
IDEAL IMAGES INC, apparel	688.50
IMAGE MARKET, apparel	254.25
INDUSTRIAL SALES CO, maint.	82.26
INFOGROUP, services	1,250.00
INGERSOLL-RAND INDUSTRIAL, maint.	505.08
INGRAM LIBRARY SERVICES, books	1,858.52
J & J SMALL ENGINE, maint.	508.06
JUSTIN KOFOED LLC, services	1,800.00
KANOPY INC, services	179.00
KATIE DICKAMORE, services	277.50
KEVIN JONES, services	1,750.00
LARSEN SUPPLY CO, supplies	539.09
LIBRA INDUSTRIES INC, apparel	132.00
LOWE'S, supplies	136.00
MATHESON TRI-GAS INC, supplies	451.34
MAX I WALKER UNIFORM, services	27.70
MENARDS-BELLEVUE, bldgrnds	191.43
MENARDS-RALSTON, bd&grnds	618.11



# MINUTE RECORD June 21, 2022

No. 729 -- REDFIELD DIRECT E2106195KV

MICRO PLUMBING INC, services	1,650.00
MICROFILM IMAGING, services	180.00
MID-AMERICAN BENEFITS INC, services	9,899.86
MID-STATES UTILITY TRAILER, maint.	29.14
MIDWEST TAPE, media	15.59
MILLARD METAL SERVICES INC, bld&grnds	444.00
MSC INDUSTRIAL, supplies	260.01
MUZZY ICE, services	675.00
NE DEPT OF REVENUE, sales tax	97.56
NE LAW ENFORCEMENT, services	19.25
NEBRASKALAND TIRE INC, maint.	646.48
NMC GROUP INC, services	2,118.37
OFFICE DEPOT INC, supplies	547.54
OMAHA BUBBLE CO, services	600.00
OMNI ENGINEERING, services	1,953.24
ONE CALL CONCEPTS INC, services	347.40
O'REILLY AUTO PARTS, maint.	3,218.32
PAPILLION SANITATION, services	1,662.08
PAYROLL MAXX, payroll & taxes	402,905.77
PEPSI COLA CO, supplies	776.59
RDG PLANNING & DESIGN, services	77,155.54
REGAL AWARDS INC, services	199.00
RENTAL CITY, services	189.00
RESOURCE RENTAL CENTER INC, services	281.20
REX GRANITE BAND-SARAH BENCK, services	1,500.00
RIVER CITY RECYCLING, services	1,867.41
ROCKMOUNT RESEARCH & ALLOYS, maint.	212.27
RON TURLEY ASSOCIATES INC, services	2,300.00
RTG BUILDING SERVICES INC, bld&grnds	6,665.00
SAMPSON CONSTRUCTION CO INC, services	510,006.00
SAPP BROS INC, maint.	2,022.75
SHAFFER COMMUNICATIONS INC, services	300.00
SIGN IT, services	45.00
SITE ONE LANDSCAPE SUPPLY LLC, services	172.21
SOUTHERN UNIFORM & TACTICAL INC, apparel	2,032.58
SUN COUNTRY DISTRIBUTING LTD, supplies	278.72
TARA RASMUSSEN, refund	120.00
THE COLONIAL PRESS INC, services	129.70
THE SCHEMMER ASSOCIATES INC, services	142.50
THE WALDINGER CORP, bld&grnds	2,007.54
THOMPSON DREESSEN & DORNER INC, services	13,300.50
TRANS UNION RISK, services	75.00
TRUCK CENTER COMPANIES, maint.	1,186.54
US BANK NAT'L ASSOC, services	25,823.06
VERIZON CONNECT NWF, phones	615.22
VERIZON WIRELESS, phones	365.79
VINCENTINI PLUMBING INC, services	4,000.00
WALMART, supplies	1,136.10
WESTLAKE HARDWARE INC, supplies	1,086.36
WRISTBAND WORLD LLC, supplies	520.00

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

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

Recreation Director Scott Stopak provided an update on programming at the Community Center.

Chief of Police Lausten reported that a police officer was injured in an ATV accident and provided a follow-up regarding owning ducks in the city limits.

## **B. RESOLUTION – POOL SITE SELECTION**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-060 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DESIGNATING A LOCATION FOR THE CONSTRUCTION OF A PROPOSED CITY SWIMMING POOL.

WHEREAS, the City's existing swimming pool is over 60 years old and continues to have mechanical and structural problems; and

WHEREAS, in 2019 Waters Edge Aquatic Design was engaged to provide planning and design services for a new pool that included a conceptual plan for a location in existing Central Park, an online community survey, public engagement efforts, and cost projections; and

WHEREAS, during the course of their work questions arose regarding the feasibility of locating a new pool west of 84<sup>th</sup> Street in the general vicinity of the existing pool; and

WHEREAS, RDG Design was under contract to design concepts for the potential use of the area in question and were directed to explore a concept that included a swimming pool; and

WHEREAS, after careful consideration, staff recommended that the area west of 84<sup>th</sup> Street should be the site of a proposed new swimming pool.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the location of a potential new swimming pool shall be west of 84<sup>th</sup> Street in the area generally known as Kelly Fields.

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

## **C. SPECIAL ASSESSMENT**

### **1. PUBLIC HEARING**

At 6:09 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the special assessment.

At 6:10 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Frey, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

### **2. RESOLUTION**

Councilmember Sell introduced and moved for the adoption of Resolution No. 22-061 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT A LOCATION AND IN AN AMOUNT CITED HEREIN.

WHEREAS, the property owners of 7205 S. 78<sup>th</sup> Street \$403.83 were notified that the sidewalk needed to be repaired on their property as they were in violation of the City Municipal Code, Section 93.018, or the City would do so and bill them accordingly, and

WHEREAS, the property owners of said addresses chose not to repair the sidewalk, thus necessitating the City to do the repairs, and

WHEREAS, the City sent the property owners a bill for said repair upon which have not been paid, and

WHEREAS, the City may file a Special Assessment for Improvements against property for which a City bill for services has not been paid.

# MINUTE RECORD June 21, 2022

No. 729 – REDFIELD DIRECT E2106195KV

NOW THEREFORE BE IT RESOLVED, that the La Vista City Clerk is hereby authorized to file with the Sarpy County Treasurer Special Assessments for Improvements in the amount and against the property specified above, located within Sarpy County, La Vista, Nebraska.

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

Councilmember Thomas motioned to move Comments from the Floor up on the agenda ahead of item D. Executive Session. Seconded by Councilmember Sheehan. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Frey, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

## **COMMENTS FROM THE FLOOR**

Tyler Kroeger and Jessica of 8637 Park View Blvd spoke in support of keeping their pet ducks.

Lynda Shafer of 8704 Willow Ct spoke in support of the pet ducks and read a letter from Connie Dixon in support of the pet ducks.

Consensus of City Council regarding the ordinance prohibiting fowl (ducks) was to not to direct staff to work on any changes to the ordinance at this time.

## **I. EXECUTIVE SESSION – PERSONNEL**

At 6:30 p.m. Councilmember Quick made a motion to go into executive session for protection of an individual to discuss personnel matters. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Frey, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 6:42 p.m. the Council came out of executive session. Councilmember Quick made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Frey, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

## **COMMENTS FROM MAYOR AND COUNCIL**

Councilmember Sheehan provided an update on the free Ice Cream Day and the upcoming Pancake Feed.

Assistant City Administrator/Director of Community Services Ramirez provided an update on the recent GED Graduation.

At 6:48 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Frey, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

PASSED AND APPROVED THIS 5TH DAY OF JULY 2022.

CITY OF LA VISTA

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

ATTEST:

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

Engineer's Estimate No. 1 - Final  
2022 UBAS Street Maintenance Project  
City of LaVista  
Job No. 0122067.01-100  
June 13, 2022  
Page 2

VIA Email

Mr. Jeff Calentine  
City of LaVista  
Deputy Director of Public Works  
9900 Portal Road  
LaVista, NE 68128

Dear Mr. Calentine:

This is the Final Estimate of the work completed on the above project.

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

CONTRACTOR: McANANY CONSTRUCTION

BY: 

DATE: 6/17/22

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer hereby recommends to the Owner that payment be remitted to the Contractor in the amount shown below.

Amount recommended: \$206,499.20

LAMP RYNEARSON

BY: 

Bryan D. Kratky, P.E., ENV SP  
Senior Construction Engineer

DATE: 06/17/22

c: McAnany Construction

**LAMP  
RYNEARSON**

14710 W. Dodge Rd., Ste. 100  
Omaha, NE 68154  
[P] 402.496.2498  
[F] 402.496.2730  
LampRynearson.com

ESTIMATE NO: 1 - FINAL

DATE: JUNE 13, 2022

CONTRACT FOR: 2022 UBAS STREET MAINTENANCE PROJECT

JOB NO: 0122067.01-100

OWNER: CITY OF LA VISTA

CONTRACTOR: MCANANY CONSTRUCTION, 15320 MIDLAND DRIVE, SHAWNEE, KS 66217

TERMS: 90% MONTHLY, REMAINDER UPON FINAL ACCEPTANCE

TOTAL CONTRACT AMOUNT: \$258,500.00

AMOUNT PAID ON PREVIOUS ESTIMATES: \$0.00

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
1	MOBILIZATION	1.00	LS	\$25,000.00	\$25,000.00
2	MACROTEXTURE	19,360	SY	\$1.97	\$38,139.20
3	UBAS	19,360	SY	\$7.25	\$140,360.00
4	TRAFFIC CONTROL	1	LS	\$3,000.00	\$3,000.00
	TOTAL ESTIMATE WORK COMPLETED				\$206,499.20
	LESS AMOUNT PREVIOUSLY PAID				\$0.00
	AMOUNT DUE CONTRACTOR				\$206,499.20

OK to pay  
05.71.0917.000 - START 20001  
6/20/22  
J.C.

Legacy

# LAMP RYNEARSON

14710 W. Dodge Rd., Ste. 100  
Omaha, NE 68154  
[P] 402.496.2498  
[F] 402.496.2730  
LampRynearson.com

June 23, 2022

Invoice No: 0122067.01 - 0000001

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

Project 0122067.01 La Vista Pavement Asset Management  
Professional Services through June 24, 2022

Task 100 CA - UBAS Year 2022

## PROFESSIONAL PERSONNEL

	Hours	Rate	Amount
Senior Group Leader III			
Oligmueller, Virgil	.50	261.00	130.50
Senior Project Manager III			
Austin, Scott	2.00	182.00	364.00
Project Administrator IV			
Sloup, Karie	.40	109.00	43.60
Senior Construction Engineer IV			
Kratky, Bryan	8.70	179.00	1,557.30
Construction Coordinator II			
Wight, Steve	25.50	89.00	2,269.50
Totals	37.10		4,364.90
Total Labor			4,364.90

## Reimbursable Expenses

Mileage/Fuel/Auto Rental	55.75	
Total Reimbursables	55.75	55.75

Total this Task \$4,420.65

TOTAL INVOICE AMOUNT \$4,420.65

OK to pay  
05.21.97/7.00 - STR20001  
6/27/22  
J.C.

Terms: Due Upon Receipt

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 5, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CITY CENTRE MUSIC VENUE, LLC AND ASTRO THEATER, LLC APPLICATION FOR PAYMENT – DISBURSEMENT OF EDP AWARD FUNDS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR

**SYNOPSIS**

An application for payment of a portion of Economic Development Program (EDP) Award funds has been submitted by City Centre Music Venue, LLC and Astro Theater, LLC for work completed to date on the Astro Theater in the amount of \$831,300.09.

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for the EDP award for the Astro Theater project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On September 3, 2021 an Economic Development Program Agreement was executed by the City of La Vista, City Centre Music Venue, LLC and Astro Theater, LLC, authorizing an EDP award of up to \$5,500,000 to be used in conjunction with other funding sources for constructing and equipping the Astro Theater project.

Subsequently, on December 17, 2021 an Amended and Restated Disbursement Agreement was executed by all parties directing how funds, including the EDP award from the City of La Vista, would be disbursed. The agreement outlines several requirements that must be met prior to any disbursement of funds.

Construction of the Astro Theater commenced in the fall of 2021, and the City has received a sixth request for payment\* of EDP funds for the project in the amount of \$831,300.09. City staff have reviewed the documentation submitted with the pay request to assure compliance with the disbursement agreement and has obtained copies of all documents required by the agreement. The City Engineer and Chief Building Official have reviewed the pay request documentation and verified that it coincides with the construction progress they have observed on site. Copies of all documentation are on file in the office of the City Clerk.

As construction progresses and additional pay requests are submitted for the remainder of the EDP award, we will continue to follow the process of ensuring that all required documentation has been received and that completed work has been verified by the City Engineer and the Chief Building Official. Subsequent to those verifications, pay requests will be placed on the Council agenda for approval.

\*Note: The Application for Payment indicates this is Pay Request No. 8, however this is the sixth request for disbursement of EDP funds from La Vista. City Centre Music Venue LLC is required by the disbursement agreement to use this application for payment requests from all lending agencies as well as the City of La Vista, resulting in the requests being numbered consecutively as they are issued.

EDP Award Total	Pay Application			% of Total	Remaining Balance
	Number	Amount	Date		
\$5,500,000.00	1	\$166,420.42	2/1/22	3.03%	\$5,333,579.58
	2	\$268,288.26	2/15/22	7.90%	\$5,065,291.32
	3	\$163,869.70	3/15/22	10.88%	\$4,901,421.62
	4	\$259,549.32	4/19/22	15.6%	\$4,641,872.30
	5	\$636,290.65	5/17/22	27.17%	\$4,005,581.65
	6	\$831,300.09	7/5/22	42.29%	\$3,174,281.56



City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128  
P: (402) 331-4343  
CityofLaVista.org

# ECONOMIC DEVELOPMENT PROGRAM – DISBURSEMENT REQUEST FORM



Date of Request: 6/28/22 Project Name: Astro Theater – City Centre Music Venue, LLC

Project Address: Lot 13, La Vista City Centre

Request Amount: \$831,300.09

Request No.: 6

See attached for funding disbursement request details.

## CITY OF LA VISTA APPROVALS

Assistant City Administrator, Rita Ramirez

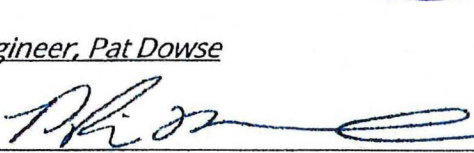
  
(Signature)

☐ No Comments

☐ Comments (see below):

6/29/22  
(Date)

City Engineer, Pat Dowse

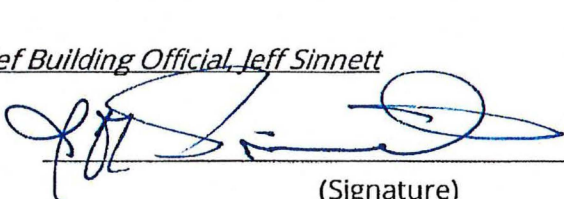
  
(Signature)

☒ No Comments

☐ Comments (see below):

6/29/22  
(Date)

Chief Building Official, Jeff Sinnett

  
(Signature)

☒ No Comments

☐ Comments (see below):

6/29/22  
(Date)

**Comments/Contingencies:**

Approved by City Council?

☐ Yes: Date \_\_\_\_\_

☐ No

# CITY+VENTURES

Astro Theater  
Disbursement Summary  
Date: 6/24/2022

		Disbursements														
		9/2/2021														
		Costs Paid Thru														
		Interest/Fees														
		to Date														
Code	Description	Project Cost at Financial Close	Cumulative Adjustments	Current Total Project Cost	Costs Paid Thru Closing	10/18/21	12/6/21	1/4/22	1/16/22	2/24/22	3/15/22	4/27/22	6/24/22	Completed to Date	Percent Complete	Balance to Finish
<b>Sources of Funds</b>																
	Owner Cash	\$4,080,000		\$4,080,000	\$3,488,331	\$222,704.16	\$0.00	\$368,965.00		\$0.00				4,080,000.16	100.00%	\$0
	Senior Loan	\$8,750,000		\$8,750,000										0.00	0.00%	\$8,750,000
	LoVista Economic Development Program	\$5,500,000		\$5,500,000				\$166,420.42	\$268,288.26	\$163,869.70	\$259,549.32	\$636,290.65	\$831,300.09	2,325,718.44	42.29%	\$3,174,282
	TIF	\$3,000,000		\$3,000,000		\$0.00	\$0.00	\$90,774.77	\$146,339.05	\$89,383.47	\$141,572.35	\$347,067.63	\$453,436.42	1,268,573.69	42.29%	\$1,731,426
	PACE	\$3,000,000		\$3,000,000		\$0.00	\$0.00	\$235,573.62	\$0.00	\$0.00				847,606.47	28.25%	\$2,152,394
	<b>Total Sources of Cash</b>	<b>\$24,330,000</b>	<b>\$0</b>	<b>\$24,330,000</b>	<b>\$3,488,331</b>	<b>\$222,704.16</b>	<b>\$612,032.85</b>	<b>\$661,733.81</b>	<b>\$414,627.31</b>	<b>\$253,253.17</b>	<b>\$401,121.67</b>	<b>\$983,358.28</b>	<b>\$1,284,736.51</b>	<b>\$8,521,898.76</b>	<b>35.03%</b>	<b>\$15,808,101.24</b>
<b>Uses of Funds</b>																
100	Acquisition and Closing Costs	\$2,512,476		\$2,512,476	\$2,512,476.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,512,476.17	100.00%	\$0
110	Due Diligence	\$0		\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0
200	Building Construction & Site	\$15,662,861	\$413,933	\$16,076,794	\$42,821.60	\$143,830.77	\$250,405.13	\$763,410.71	\$200,662.62	\$249,759.14	\$401,121.67	\$604,138.60	\$1,275,214.17	\$3,931,364.41	24.45%	\$12,145,429
201	Building Signage	\$100,000		\$100,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$100,000
205	Permits, Utilities Developer Direct Pay	\$104,196		\$104,196	\$0.00	\$68,773.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68,773.39	66.00%	\$35,423
210	FF&E	\$2,500,000		\$2,500,000	\$0.00	\$0.00	\$0.00	\$97,801.85	\$213,964.69	\$0.00	\$0.00	\$376,206.18	\$0.00	\$687,972.72	27.52%	\$1,812,027
300	Working Capital	\$500,000		\$500,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500,000
310	Design - A / E / I	\$1,136,000	(\$155,570)	\$980,430	\$696,075.23	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,013.50	\$8,861.75	\$714,450.48	72.87%	\$265,980
320	Construction Interest & Inspections	\$618,750		\$618,750	\$0.00	\$3,600.00	\$256.25	\$521.25	\$0.00	\$3,494.03	\$0.00	\$0.00	\$660.59	\$8,532.12	1.38%	\$610,218
325	Financing Fee	\$108,000		\$108,000	\$108,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$108,000.00	100.00%	\$0
330	TIF Expense	\$17,382		\$17,382	\$17,382.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,382.00	100.00%	\$0
340	PACE Financing Fees / Capitalized Interest	\$450,000	(\$79,379)	\$370,621	\$9,250.00	\$0.00	\$361,371.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$370,621.47	100.00%	\$0
350	Legal & Accounting	\$78,394		\$78,394	\$78,394.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78,394.00	100.00%	\$0
360	Builders Risk	\$23,932		\$23,932	\$23,932.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,932.00	100.00%	\$0
370	Development Fee	\$292,608		\$292,608	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$292,608
380	Development Contingency	\$225,401	(\$178,983.72)	\$46,417	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$46,417
	<b>Total Uses of Cash</b>	<b>\$24,330,000</b>	<b>\$0</b>	<b>\$24,330,000</b>	<b>\$3,488,331</b>	<b>\$222,704.16</b>	<b>\$612,032.85</b>	<b>\$661,733.81</b>	<b>\$414,627.31</b>	<b>\$253,253.17</b>	<b>\$401,121.67</b>	<b>\$983,358.28</b>	<b>\$1,284,736.51</b>	<b>\$8,521,898.76</b>	<b>35.03%</b>	<b>\$15,808,101.24</b>

**EXHIBIT C**  
**APPLICATION FOR PAYMENT**

Request No. 8

Date: 06/24/2022

Amount Requested \$ 831,300.09

To: American National Bank; Petros PACE Finance Titling Trust; Farmers State Bank; City of La Vista; TitleCore National, LLC

Reference is hereby made to that certain Disbursement Agreement (the "Agreement"), dated as of [\*\*], 2021, by and among CITY CENTRE MUSIC VENUE, LLC, a Nebraska limited liability company ("Improvement Owner"), ASTRO THEATER, LLC, a Nebraska limited liability company ("Tenant"), AMERICAN NATIONAL BANK, a national banking association ("Construction Lender"), PETROS PACE FINANCE TITLING TRUST, a Delaware statutory trust, ("PACE Lender"), FARMERS STATE BANK, a Nebraska state banking corporation ("TIF Lender"), the CITY OF LA VISTA, a Nebraska municipal corporation (the "City" and, together with Construction Lender, PACE Lender and TIF Lender, each a "Lender" and, collectively, the "Lenders"), and TITLECORE NATIONAL, LLC, a Nebraska limited liability company (the "Disbursing Agent"). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.

The undersigned hereby requests the disbursement of construction funds in accordance with this request, and hereby certifies as follows:

1. The amounts requested either have been paid by the Improvement Owner or Tenant, as applicable, or are justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names are stated on Attachment I hereto and whose invoices are attached hereto) in accordance with the invoice(s) attached hereto who have performed necessary and appropriate work or furnished necessary and appropriate materials, equipment or furnishings in the acquisition, construction and installation of the Project.
2. All construction of the Project prior to the date hereof has been done in substantial accordance with the Plans and all funds previously disbursed by a Lender have been used for one or more purposes permitted under the Financing Agreements for such Lender.
3. The funds from the requested Advance will be used for one or more purposes permitted under the Financing Agreements.
4. Attached hereto is a completed AIA Document G702 or equivalent document, signed by the General Contractor and a list of the applicable payees if payment will be made to an entity or entities other than the General Contractor.
5. True and correct copies of the bills or invoices to be paid with the requested Advance are enclosed herewith, along with conditional lien waivers from all contractors, subcontractors and material suppliers to be paid with the requested Advance and unconditional lien waivers from all contractors, subcontractors and material suppliers paid with the proceeds of prior Advances.
6. Attached hereto is a certification by the Architect certifying that work has been completed and materials are in place as indicated by the request for payment of the General Contractor.

*Astro Theater*  
*Disbursing Agreement*



7. The improvements constructed as part of the Project, as completed to date, do not and, if completed in substantial accordance with the Plans, will not, violate any laws.
8. Other than liens and encumbrances permitted by the terms of the Financing Agreements, no liens of any kind have been filed against Improvement Owner, Tenant or the Project (and, to the knowledge of Improvement Owner and Tenant, no stop notice of any kind has been filed or served with respect to any construction work previously performed), or a payment or discharge bond sufficient to protect Lenders and their respective interests in the Project have been recorded as required by applicable Laws.
9. All governmental licenses and permits required for the Project, as completed to date, have been obtained and will be exhibited to Lenders upon request.

CITY CENTER MUSIC VENUE, LLC, a Nebraska limited liability company

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

Name: Christopher L. Erickson

Title: Manager

ASTRO THEATER, LLC, a Nebraska limited liability company

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

Name: Jim Johnson

Title: Manager

R Laming  
6/28/22

# Invoice

HDR Invoice No. 1200441974  
Invoice Date 28-JUN-2022

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
Project Manager	Koenig, Christopher J	6.00	260.97	1,565.82
		6.00		\$1,565.82
		Total Professional Services		\$1,565.82
Expense		Qty	Billing Rate	Amount
Mileage Personal	Koenig, Christopher J	12.00	0.585	7.02
		Total Expense		\$7.02
		Total Task		\$1,572.84

**Please Remit to:**

Dept 1539, PO Box 30106  
 Salt Lake City, UT 84130-0106  
 phone: 303.721.1440  
 email: accounting@fhueng.com

**INVOICE**

Mr. Patrick Dowse, PE  
 City Engineer  
 City of La Vista  
 8116 Park View Blvd  
 La Vista, NE 68128

June 27, 2022  
 Project No: 120040-01  
 Invoice No: 33996

Project 120040-01 Giles Road Widening  
**Professional Services for the Period: May 4, 2022 to May 31, 2022**  
**Professional Personnel**

	Hours	Rate	Amount
Principal I			
Lampe, David	1.00	235.00	235.00
Meisinger, Mark	6.00	235.00	1,410.00
Sr Engineer			
Denney, Adam	2.00	200.00	400.00
Engineer V			
Andersen, David	12.25	185.00	2,266.25
Thompson, Jennifer	2.00	185.00	370.00
Engineer II			
Balakrishna, Chandana	1.00	120.00	120.00
Engineer I			
Gwiazdowski, Kornel	11.50	105.00	1,207.50
Sr Env Scientist/Planner			
Sambol, Allison	1.00	195.00	195.00
Env Scientist/Planner IV			
Unstad, Kody	.25	155.00	38.75
Intern I			
Loseke, Thomas	6.75	60.00	405.00
Labor	43.75		6,647.50
<b>Total Labor</b>			<b>6,647.50</b>

**Reimbursable Expenses**

Mileage	28.08
Traffic Counts	1,500.00
<b>Total Reimbursables</b>	<b>1,528.08</b>

Contract Limits	Current	Prior	To-Date
Total Billings	8,175.58	0.00	8,175.58
Contract Maximum			200,000.00
Remaining Contract			191,824.42

**TOTAL AMOUNT DUE****\$8,175.58****Billed-To-Date Summary**

	Current	Prior	Total
Labor	6,647.50	0.00	6,647.50
Expense	1,528.08	0.00	1,528.08
<b>Totals</b>	<b>8,175.58</b>	<b>0.00</b>	<b>8,175.58</b>

OK TO PA-1  
 PMD 6/29/22  
 05-21-0917.000-STR17003

**Please Remit to:**

Dept 1539, PO Box 30106  
Salt Lake City, UT 84130-0106  
phone: 303.721.1440  
email: accounting@fhueng.com

**INVOICE**

Mr. Patrick Dowse, PE  
City Engineer  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

June 28, 2022

Project No: 115453-20

Invoice No: 34028

Project 115453-20 84th Street Signal Improvements

**Professional Services for the Period: May 1, 2022 to May 31, 2022****Professional Personnel**

	Hours	Rate	Amount
Sr Engineer			
Denney, Adam	1.50	200.00	300.00
Labor	1.50		300.00
<b>Total Labor</b>			<b>300.00</b>
<b>Contract Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	300.00	9,867.50	10,167.50
Contract Maximum			15,675.00
Remaining Contract			5,507.50
<b>TOTAL AMOUNT DUE</b>			<b>\$300.00</b>

**Billed-To-Date Summary**

	Current	Prior	Total
Labor	300.00	9,867.50	10,167.50
<b>Totals</b>	<b>300.00</b>	<b>9,867.50</b>	<b>10,167.50</b>

Project Manager Adam Denney

OK To Pay  
PMD 6/29/22  
05.71.0917.ccc - START 22007





5022 S 114th Street  
Suite 200  
Omaha, NE 68137  
(712) 323-0530

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

## INVOICE

Invoice Number: 702619-16  
Date: June 15, 2022  
Client Code: 7220  
P.O. Number: 20-008340

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

HGM - Revisions to Curb Ramps as per OPPD to maintain poles along Florence St.; Update of Drawings & Documents for Re-Bid; and preparing Addendum.

Through: May 31, 2022

	Hours	Rate	Current Period	Billed To Date
001: Phase I Investigation (LS \$53,340)				
		90% Complete		\$48,006.00
002: Trekk (\$90,420) (Hrly)				\$89,172.71
003: Thiele Geotech (\$18,675) (Hrly)				\$18,675.00
004: Emspace & Lovgren (\$9,775) (Hrly)				\$11,809.67
005: Amendment 1 HGM (LS \$923)				
		100% Complete		\$923.00
006: Amendment 1 TREKK (\$4,000) (Hrly)				\$4,000.00
007: Phase 2 Final Design (Hrly)				
Administrative Assistant IV	1.50	82.77	\$124.16	
Design Engineer	26.50	132.06	\$3,499.59	
Engineer Technician III	1.75	110.21	\$192.87	
			<u>\$3,816.62</u>	\$201,345.71
008: Phase 2 Final Design TREKK (Hrly)				\$60,239.06
009: Phase 2 Final Design Emspace (Hrly)				\$4,812.33
010: Midwest Right of Way (\$58,725) (Hrly)				
Midwest Right of Way Services			<u>\$717.50</u>	
			\$717.50	\$17,747.50

Total Amount Billed	\$456,730.98
Less Previous Invoices	\$452,196.86
<b>Invoice Total</b>	<b>\$4,534.12</b>

**Outstanding Invoices**

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
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OK TO PAY  
PMD 6/29/22  
Ord. 71,6917.000-SEWR 13001

PROJECT: Central Park Pavilion and Site Improvements  
8116 PARK VIEW BLVD  
LA VISTA, NE 68128

APPLICATION NO.: 1  
PERIOD TO : 06-30-2022  
PROJECT NOS.: 21046300  
INVOICE NO.: 21046300001  
CONTRACT DATE : 05-10-2022

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

☐

☐

FROM J.E. Dunn Construction Company  
CONTRACTOR: 1001 Locust St  
Kansas City, MO 64106

ARCHITECT: RDG Planning & Design  
1302 Howard Street  
Omaha, NE 68102

CONTRACT FOR: Central Park Pavilion and Site Improvements

## APPLICATION AND CERTIFICATE FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM .....	\$	15,955,803
2. Net change by change orders .....	\$	0
3. CONTRACT SUM TO DATE ( Line1 +/- 2 ) .....	\$	15,955,803
4. TOTAL COMPLETED & STORED TO DATE .....	\$	301,004

(Column G on G703)

5. RETAINAGE:

(Total retainage Column I of G703) .....	\$	12,423
--	----	--------

6. TOTAL EARNED LESS RETAINAGE .....	\$	288,581
--------------------------------------	----	---------

(Line 4 less Line 5 Total )

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) ..... \$ 0

8. CURRENT PAYMENT DUE .....	\$	288,581
------------------------------	----	---------

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6 )	\$	15,667,222
-----------------------	----	------------

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0	0
APPROVED THIS MONTH			
Number	Date Approved		
Current Total:		0	0
Net Change by Change Orders			0

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT THE AMERICAN  
INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

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

**WARNING: DO NOT CHANGE ESTABLISHED PAYMENT INSTRUCTIONS FOR PAYMENTS TO J.E. DUNN CONSTRUCTION COMPANY.** J.E. Dunn Construction Company does not change its bank routing or account numbers. Do not accept or rely upon emails or correspondence requesting changes to J.E. Dunn Construction Company's established payment instructions. Any change to J.E. Dunn Construction Company's payment instructions can only be made by a fully executed Change Order to the Agreement between Owner and J.E. Dunn Construction Company.

Contractor: J.E. Dunn Construction Company

By: John Gooden

Date: 6-21-66

State of: Nebraska

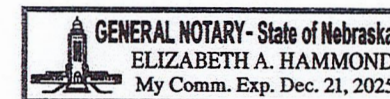
County of: Douglas

Subscribed and sworn to before

me this 29 day of June 2022

Notary Public: Carlyle Atkinson

My Commission expires: 12/21/2025



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 288,581.00

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Bruce Niedermeyer

By: B. N. A

Date: 06/29/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OK TO PAY  
pmd 6/29/22  
16.71.0917.CCC - PARK 18001

**J.E. Dunn Construction Company**

CONTINUATION SHEET

AIA DOCUMENT G703

Page: 2

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
Contractor's signed Certification is attached.  
In tabulation below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1

APPLICATION DATE: 06-30-2022

PERIOD TO: 06-30-2022

PROJECT NO: 21046300

INVOICE NO.:

21046300001

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
01	PRECONSTRUCTION	14,300	0	14,300	0	14,300	0	14,300	100	0	0
	PRECONSTRUCTION Total:	14,300	0	14,300	0	14,300	0	14,300	100	0	0
02	GENERAL CONDITIONS	1,045,767	0	1,045,767	0	57,802	0	57,802	6	987,965	0
	GENERAL CONDITIONS Total:	1,045,767	0	1,045,767	0	57,802	0	57,802	6	987,965	0
03	PERMITS, BONDS, & INSURANCE	308,977	0	308,977	0	97,330	0	97,330	32	211,647	0
	PERMITS, BONDS, & INSURANCE Total:	308,977	0	308,977	0	97,330	0	97,330	32	211,647	0
04	DIRECT COSTS										
02330	Earthwork	337,026	0	337,026	0	124,230	0	124,230	37	212,796	12,423
02455	Pipe Piles	0	0	0	0	0	0	0	0	0	0
02500	Site Utilities	679,094	0	679,094	0	0	0	0	0	679,094	0
02790	Athletic Surfacing	96,311	0	96,311	0	0	0	0	0	96,311	0
02810	Lawn Sprinklers	62,140	0	62,140	0	0	0	0	0	62,140	0
02815	Fountain Allowance	336,300	0	336,300	0	0	0	0	0	336,300	0
02833	Retaining Wall	339,000	0	339,000	0	0	0	0	0	339,000	0
02900	Landscaping	135,400	0	135,400	0	0	0	0	0	135,400	0
03330	C/P Concrete	4,002,844	0	4,002,844	0	0	0	0	0	4,002,844	0
04210	Masonry	859,200	0	859,200	0	0	0	0	0	859,200	0
05100	Structural Steel	616,500	0	616,500	0	0	0	0	0	616,500	0
05700	Railings	677,665	0	677,665	0	0	0	0	0	677,665	0
06199	Rough Carpentry	159,565	0	159,565	0	0	0	0	0	159,565	0
06299	Finish Carpentry	37,037	0	37,037	0	0	0	0	0	37,037	0
07100	Waterproofing	74,384	0	74,384	0	0	0	0	0	74,384	0
07410	Roofing	181,000	0	181,000	0	0	0	0	0	181,000	0
074104	Metal Wall Panels	215,148	0	215,148	0	0	0	0	0	215,148	0
07460	Siding	27,096	0	27,096	0	0	0	0	0	27,096	0
07900	Joint Sealants	19,051	0	19,051	0	0	0	0	0	19,051	0
08110	Doors & Hardware	115,922	0	115,922	0	0	0	0	0	115,922	0
08330	Colling Doors	25,718	0	25,718	0	0	0	0	0	25,718	0
08400	Glazing	135,180	0	135,180	0	0	0	0	0	135,180	0
09250	Framing & Drywall	96,421	0	96,421	0	0	0	0	0	96,421	0
09300	Flooring	83,180	0	83,180	0	0	0	0	0	83,180	0
09900	Painting	98,705	0	98,705	0	0	0	0	0	98,705	0
10199	Specialties	27,636	0	27,636	0	0	0	0	0	27,636	0

**J.E. Dunn Construction Company**

CONTINUATION SHEET

AIA DOCUMENT G703

Page: 3

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
Contractor's signed Certification is attached.  
In tabulation below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1

APPLICATION DATE: 06-30-2022

PERIOD TO: 06-30-2022

PROJECT NO: 21046300

INVOICE NO.:

21046300001

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
10800	Site Furnishings	447,280	0	447,280	0	0	0	0	0	447,280	0
11800	Food Service Equipment	504,142	0	504,142	0	0	0	0	0	504,142	0
12510	Boardwalk	390,947	0	390,947	0	0	0	0	0	390,947	0
15400	Plumbing & HVAC	1,228,350	0	1,228,350	0	0	0	0	0	1,228,350	0
16000	Electrical	1,549,371	0	1,549,371	0	0	0	0	0	1,549,371	0
35000	Escalation Allowance	192,065	0	192,065	0	0	0	0	0	192,065	0
	DIRECT COSTS Total:	13,749,678	0	13,749,678	0	124,230	0	124,230	1	13,625,448	12,423
05	CONTINGENCY	447,515	0	447,515	0	0	0	0	0	447,515	0
	CONTINGENCY Total:	447,515	0	447,515	0	0	0	0	0	447,515	0
06	FEE	389,566	0	389,566	0	7,342	0	7,342	2	382,224	0
	FEE Total:	389,566	0	389,566	0	7,342	0	7,342	2	382,224	0
	Total:	15,955,803	0	15,955,803	0	301,004	0	301,004	2	15,654,799	12,423
	Project Total:	15,955,803	0	15,955,803	0	301,004	0	301,004	2	15,654,799	12,423

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006



**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: City of LaVista  
8116 Park View Blvd.  
LaVista, NE 68128

PROJECT: LaVista Parking Garage 2  
LaVista, Nebraska

APPLICATION NO 7 REVISED

Distribution to:

☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐  
☐

FROM CONTRACTOR:  
Sampson Construction Co., Inc.  
5825 South 14th Street  
Lincoln, NE 68512

VIA ARCHITECT: Matthew Gulsvig @ DLR Group

[mgulsvig@dlrgroup.com](mailto:mgulsvig@dlrgroup.com)[jtegels@dlrgroup.com](mailto:jtegels@dlrgroup.com)[dpenka@dlrgroup.com](mailto:dpenka@dlrgroup.com)[pnattermann@dlrgroup.com](mailto:pnattermann@dlrgroup.com)

PERIOD TO: 6/30/2022

PROJECT NOS: 21108

CONTRACT FOR: General

CONTRACT DATE: September 22, 2021

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$	12,514,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	12,514,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	2,081,569.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)		208,157.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	208,157.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,873,412.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,458,648.00
8. CURRENT PAYMENT DUE	\$	414,764.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	10,640,588.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR: Sampson Construction Co., Inc.

By:

Date: 6/30/22

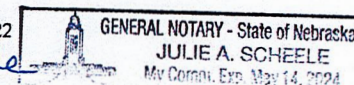
State of: Nebraska

County of: Lancaster

Subscribed and sworn to before me this 30th day of June 2022

Notary Public:

My Commission expires: 5-14-2024

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 414,764.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: DLR Group

By:

Matthew Gulsvig, AIA

Date: 7/1/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OK TO Pay  
PMD 7/1/22  
15.71.0917.ccl - CMO 18002

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7 REVISED

APPLICATION DATE: 6/30/2022

PERIOD TO: 6/30/2022

ARCHITECT'S PROJECT NO: 21108

## LAVISTA PARKING GARAGE 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	REINFORCING STEEL	701,000	228,728	56,984		285,712	41%	415,288	28,571
2	POST TENSION CABLE	197,000	30,000	22,646		52,646	27%	144,354	5,265
3	FOOTINGS & POURED WALLS	1,239,000	180,000	330,281		510,281	41%	728,719	51,028
4	CAST IN PLACE COLUMNS	233,000	25,530	5,000		30,530	13%	202,470	3,053
5	SLAB AND BEAM FORMWORK	1,426,000	5,000			5,000	0%	1,421,000	500
6	CONCRETE SLABS	1,761,000	11,000			11,000	1%	1,750,000	1,100
7	STRUCTURAL PRECAST	1,522,000	70,821			70,821	5%	1,451,179	7,082
8	MASONRY	39,000						39,000	0
9	STEEL MATERIAL	349,000	100,990			100,990	29%	248,010	10,099
10	STEEL & PRECAST ERECTION	199,000						199,000	0
11	ROUGH CARPENTRY	6,000						6,000	0
12	SPRAY FOAM INSULATION	6,000						6,000	0
13	TRAFFIC COATING	8,000						8,000	0
14	WATERPROOFING	65,000						65,000	0
15	WATER REPELLANTS	16,000						16,000	0
16	ROOFING & FLASHING	62,000						62,000	0
17	METAL WALL PANELS	941,000	112,800			112,800	12%	828,200	11,280
18	JOINT SEALANTS	55,000						55,000	0
19	PREFORMED JOINT SEALS	23,000						23,000	0
20	FIRESTOPPING	6,000						6,000	0
21	HOLLOW METAL FRAMES/DOORS/HARDWARE	44,000	19,400			19,400	44%	24,600	1,940
22	ALUMINUM & GLAZING	305,000	8,250			8,250	3%	296,750	825
23	METAL STUDS & DRYWALL	108,000						108,000	0
24	TILE & RESILIENT FLOORING	4,000						4,000	0
25	PAINT	230,000	5,380			5,380	2%	224,620	538
26	SEALED CONCRETE	102,000						102,000	0
27	MISC. SPECIALTIES	5,000	4,561			4,561	91%	439	456
28	SIGNAGE	108,000						108,000	0
29	PARKING ACCESS/REVENUE CONTROL SYSTEM	102,000	5,000			5,000	5%	97,000	500
30	ELEVATOR	265,000	93,889			93,889	35%	171,111	9,389

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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APPLICATION NO: 7 REVISED

APPLICATION DATE: 6/30/2022

PERIOD TO: 6/30/2022

ARCHITECT'S PROJECT NO: 21108

## LAVISTA PARKING GARAGE 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
31	FIRE SPRINKLER	47,000	5,700			5,700	12%	41,300	570
32	PLUMBING & HVAC	352,000	15,000			15,000	4%	337,000	1,500
33	ELECTRICAL	861,000	15,000	10,000		25,000	3%	836,000	2,500
34	EXCAVATION & SITE DEMO	276,000	203,400	8,000		211,400	77%	64,600	21,140
35	AUGER CAST PILING	323,000	323,000			323,000	100%		32,300
36	PAVING & SIDEWALKS	100,000						100,000	0
37	PAVEMENT MARKING	14,000						14,000	0
38	LANDSCAPING & IRRIGATION	19,000						19,000	0
39	SEGMENTAL RETAINING WALL	45,000						45,000	0
40	UTILITIES	280,000	102,234	27,938		130,172	46%	149,828	13,017
41	PERFORMANCE & PAYMENT BOND	63,000	48,037			48,037	76%	14,963	4,804
42	BUILDERS RISK INSURANCE	7,000	7,000			7,000	100%		700
	<b>GRAND TOTALS</b>	<b>12,514,000</b>	<b>1,620,720</b>	<b>460,849</b>		<b>2,081,569</b>	<b>17%</b>	<b>10,432,431</b>	<b>208,157</b>



User: mgustafson

DB: La Vista

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
137315	06/22/2022	CHAPMAN, YASMINE B.	1,980.00	N
137316	06/22/2022	DESIGN WORKSHOP INC	5,790.00	N
137317	06/22/2022	DLR GROUP	10,113.82	N
137318	06/22/2022	FELSBURG HOLT & ULLEVIG INC	3,380.00	N
137319	06/22/2022	HEIMES CORPORATION	265,860.69	N
137320	06/22/2022	PAPIO-MISSOURI RIVER NRD	10,750.00	N
137321	06/22/2022	RDG PLANNING & DESIGN	104,849.14	N
137322	06/22/2022	THIELE GEOTECH INC	852.00	N
137323	06/22/2022	NEBRASKA USSSA BASEBALL LLC	900.00	N
2042(E)	06/30/2022	ACTIVE NETWORK LLC	231.20	N
2043(E)	06/30/2022	CCAP AUTO LEASE LTD	391.12	N
2044(E)	06/30/2022	CENTURY LINK/LUMEN	862.69	N
2045(E)	06/30/2022	CORE BANK	345,756.19	N
2046(E)	06/30/2022	FNIC	6,858.75	N
2047(E)	06/30/2022	GREATAMERICA FINANCIAL SERVICES	1,232.00	N
2048(E)	06/30/2022	GREATAMERICA FINANCIAL SERVICES	105.00	N
2049(E)	06/30/2022	METROPOLITAN UTILITIES DISTRICT	3,361.41	N
2050(E)	06/30/2022	MID-AMERICAN BENEFITS INC	4,569.24	N
2051(E)	06/30/2022	OMAHA PUBLIC POWER DISTRICT	41,619.54	N
2052(E)	06/30/2022	PAYROLL MAXX	397,354.94	N
2053(E)	06/30/2022	PETROS PACE FINANCE	13,320.22	N
2054(E)	06/30/2022	PITNEY BOWES-EFT POSTAGE	1,253.00	N
2055(E)	06/30/2022	TOSHIBA FINANCIAL SERVICES	138.00	N
2056(E)	06/30/2022	ACTIVE NETWORK LLC	110.84	N
2057(E)	06/30/2022	AMERICAN HERITAGE LIFE INSURANCE CO	1,294.43	N
2058(E)	06/30/2022	DEARBORN NATIONAL LIFE INSURANCE CO	1,116.00	N
2059(E)	06/30/2022	DEARBORN NATIONAL LIFE INSURANCE CO	6,650.15	N
2060(E)	06/30/2022	MEDICA INSURANCE COMPANY	117,015.44	N
2061(E)	06/30/2022	METLIFE	1,108.90	N
2062(E)	06/30/2022	MID-AMERICAN BENEFITS INC	656.50	N
2063(E)	06/30/2022	MID-AMERICAN BENEFITS INC	7,309.38	N
2064(A)	06/30/2022	CITY OF OMAHA	243,432.96	N
137324	07/05/2022	AA WHEEL & TRUCK SUPPLY INC	34.04	N
137325	07/05/2022	ACCO UNLIMITED CORPORATION	600.20	N
137326	07/05/2022	ACTION BATTERIES UNLTD INC	309.75	N
137327	07/05/2022	AKRS EQUIPMENT SOLUTIONS, INC.	149.77	N
137328	07/05/2022	AMAZON CAPITAL SERVICES, INC.	3,769.55	N
137329	07/05/2022	ANDERSON AUTO GROUP LINCOLN	33,474.00	N
137330	07/05/2022	AXON ENTERPRISE INC	5,820.00	N
137331	07/05/2022	BAUER BUILT INC	280.00	N
137332	07/05/2022	BIBLIOTHECA LLC	10.96	N
137333	07/05/2022	BISHOP BUSINESS EQUIPMENT	1,751.50	N
137334	07/05/2022	BISHOP BUSINESS EQUIPMENT COMPANY	242.08	N
137335	07/05/2022	BOBCAT OF OMAHA	94.30	N
137336	07/05/2022	CARROT-TOP INDUSTRIES INC	152.99	N
137337	07/05/2022	CENTER POINT, INC.	420.06	N
137338	07/05/2022	CINTAS CORPORATION NO. 2	282.54	N

User: mgustafson

DB: La Vista

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
137339	07/05/2022	CITY OF PAPILLION	15,975.64	N
137340	07/05/2022	CITY OF PAPILLION PARKS/RECREATION	290.86	N
137341	07/05/2022	COLLAB. SUMMER LIBRARY PROGRAM	101.70	N
137342	07/05/2022	COMPLETE WEDDINGS + EVENTS	595.00	N
137343	07/05/2022	CONNER PSYCHOLOGICAL SERVICES, PC	1,155.00	N
137344	07/05/2022	CONTINENTAL RESEARCH CORPORATION	762.17	N
137345	07/05/2022	CORNHUSKER INTL TRUCKS INC	56.78	N
137346	07/05/2022	COX COMMUNICATIONS, INC.	147.03	N
137347	07/05/2022	CUMMINS CENTRAL POWER LLC	450.29	N
137348	07/05/2022	D & K PRODUCTS	2,564.50	N
137349	07/05/2022	DOG WASTE DEPOT	427.50	N
137350	07/05/2022	DULTMEIER SALES LLC	237.00	N
137351	07/05/2022	FASTENAL COMPANY	275.58	N
137352	07/05/2022	FELSBURG HOLT & ULLEVIG INC	3,107.89	N
137353	07/05/2022	FIRST WIRELESS INC	114.75	N
137354	07/05/2022	FITZGERALD SCHORR BARMETTLER	23,607.80	N
137355	07/05/2022	FUN EXPRESS LLC	652.00	N
137356	07/05/2022	GALE	99.71	N
137357	07/05/2022	GENUINE PARTS COMPANY-OMAHA	36.24	N
137358	07/05/2022	GRAINGER	1,197.35	N
137359	07/05/2022	GREAT PLAINS UNIFORMS	496.46	N
137360	07/05/2022	GROUND ZERO - GZ MUSIC	1,000.00	N
137361	07/05/2022	GT DISTRIBUTORS, INC.	1,031.00	N
137362	07/05/2022	HEIMES CORPORATION	20.00	N
137363	07/05/2022	HITOUCH BUSINESS SERVICES	173.49	N
137364	07/05/2022	HOME DEPOT CREDIT SERVICES	259.27	N
137365	07/05/2022	HTS AG	135.99	N
137366	07/05/2022	INDUSTRIAL SALES COMPANY INC	679.72	N
137367	07/05/2022	INGRAM LIBRARY SERVICES	332.26	N
137368	07/05/2022	INLAND TRUCK PARTS & SERVICE	555.15	N
137369	07/05/2022	ISLAND SPRINKLER SUPPLY COMPANY	194.07	N
137370	07/05/2022	J & J SMALL ENGINE SERVICE	503.88	N
137371	07/05/2022	JOHNSON CONTROLS US HOLDINGS LLC	1,776.75	N
137372	07/05/2022	KINDIG, DOUGLAS	94.73	N
137373	07/05/2022	KRIHA FLUID POWER CO INC	32.15	N
137374	07/05/2022	LA VISTA COMMUNITY FOUNDATION	210.00	N
137375	07/05/2022	LABRIE, DONALD P	300.00	N
137376	07/05/2022	LIBRA INDUSTRIES INC	199.50	N
137377	07/05/2022	LIBRARY IDEAS LLC	267.20	N
137378	07/05/2022	LOGAN CONTRACTORS SUPPLY	433.98	N
137379	07/05/2022	MACQUEEN EQUIPMENT LLC	1,005.38	N
137380	07/05/2022	MARCO INCORPORATED	138.56	N
137381	07/05/2022	MENARDS-RALSTON	8.45	N
137382	07/05/2022	MENARDS-RALSTON-CORPORATE	1,372.31	N
137383	07/05/2022	METRO LANDSCAPE MATERIALS	280.00	N
137384	07/05/2022	METROPOLITAN COMMUNITY COLLEGE	14,499.23	N
137385	07/05/2022	MIDWEST TAPE	426.80	N

User: mgustafson

DB: La Vista

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
137386	07/05/2022	MNJ TECHNOLOGIES DIRECT INC	1,110.00	N
137387	07/05/2022	MOSS ADAMS	6,702.20	N
137388	07/05/2022	MSC INDUSTRIAL SUPPLY CO	46.06	N
137389	07/05/2022	NEBRASKA LAW ENFORCEMENT	200.00	N
137390	07/05/2022	NEBRASKALAND TIRE, INC.	3,031.58	N
137391	07/05/2022	NMC GROUP INC	32.11	N
137392	07/05/2022	NOLL, MARGARET M	120.00	N
137393	07/05/2022	OFFICE DEPOT INC	799.37	N
137394	07/05/2022	OMAHA WINNELSON SUPPLY	344.50	N
137395	07/05/2022	OMNI ENGINEERING	1,843.56	N
137396	07/05/2022	PAPILLION SANITATION	761.85	N
137397	07/05/2022	PEPSI COLA COMPANY	494.01	N
137398	07/05/2022	PETTY CASH-PAM BUETHE	107.57	N
137399	07/05/2022	READY MIXED CONCRETE COMPANY	3,756.87	N
137400	07/05/2022	RED EQUIPMENT LLC	838.01	N
137401	07/05/2022	RED WING BUSINESS ADVANTAGE ACCT	300.00	N
137402	07/05/2022	REGAL AWARDS INC.	44.00	N
137403	07/05/2022	RIVER CITY RECYCLING	1,820.58	N
137404	07/05/2022	SAPP BROS, INC.	238.00	N
137405	07/05/2022	SARPY COUNTY FISCAL ADMINSTRTN	10,575.00	N
137406	07/05/2022	SHERWIN-WILLIAMS	419.66	N
137407	07/05/2022	SIGN IT	2,414.50	N
137408	07/05/2022	SITE ONE LANDSCAPE SUPPLY LLC	972.50	N
137409	07/05/2022	SPIRIT FOOTBALL	800.00	N
137410	07/05/2022	STOREY KENWORTHY / MATT PARROTT	233.10	N
137411	07/05/2022	SUBURBAN NEWSPAPERS INC	49.99	N
137412	07/05/2022	SUBURBAN NEWSPAPERS INC	402.77	N
137413	07/05/2022	SUN COUNTRY DISTRIBUTING LTD	81.23	N
137414	07/05/2022	TRACTOR SUPPLY CREDIT PLAN	64.99	N
137415	07/05/2022	TRUCK CENTER COMPANIES	4.48	N
137416	07/05/2022	UNITED STATES TREASURY	270.63	N
137417	07/05/2022	VERIZON WIRELESS	18.02	N
137418	07/05/2022	WALMART COMMUNITY BRC	2,224.01	N
137419	07/05/2022	WESTLAKE HARDWARE INC NE-022	24.73	N
137420	07/05/2022	WHITE CAP LP	31.38	N
137421	07/05/2022	WOODHOUSE FORD-BLAIR	28.50	N
130	CHECKS PRINTED	TOTAL CLAIM AMOUNT:	\$1,767,102.17	0

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 07/05/2022

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

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

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

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

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



## LA VISTA CITIZEN ADVISORY REVIEW COMMITTEE

To: Mayor and City Council

Dt: June 9, 2022

Fr: City Advisory Review Committee

Re: Economic Development Program Review

The Citizen Advisory Review committee is required to report to the Mayor and City Council at least once every six months regarding the Economic Development Program. The following is provided for the Committee's information and generally covers activity for FY21 (the period from October 1, 2020 to September 30, 2021) and FY22 to date, which began on October 1, 2021.

The Economic Development Program has received and approved four applications for assistance to date. The first application was from John Q. Hammons to construct a full service Embassy Suites Hotel and conference center facility. This project was closed out in 2018.

The second application was for a \$3 million grant to City Ventures to help with the construction of a state-of-the-art music venue in City Centre, located in the redevelopment area along 84<sup>th</sup> Street. This application was approved in February of 2020. In May of 2021 City Ventures submitted a supplement to their original application asking for an additional \$2.5 million for the music venue project in the form of a loan that will be paid back with interest. This supplement was also approved, resulting in a total of \$5.5 million in grants/loans for the project.

In October of 2021 an application from the Omaha Multi-Sport Complex, Inc. for a \$3 million grant for the development, construction and operation of Phase 1 of a premier multisport complex comprised of twelve synthetic multisport playing fields and related amenities was approved.

1. The City's assessed valuation for FY21 was \$1,755,107,309, and the new assessed valuation for FY22 is \$1,998,058,005. This is an increase of 13.8%. Over the past several years, the growth in the City's valuation has averaged approximately 5.6% annually. It should be noted that this unusually large increase in valuation is attributed in part to an extreme increase in the personal property tax portion of the valuation. Upon investigation it was discovered that a large company in the City that qualifies for state incentives did not submit their request to the State last year. It is anticipated this error will be caught at some point and the incentives granted. Consequently, the reported valuation amount might not hold at this level.

FY2018 Valuation - \$1,496,821,908 (up 6.11%)

FY2019 Valuation - \$1,542,141,658 (up 3.02%)

FY2020 Valuation - \$1,651,417,826 (up 7.08%)

FY2021 Valuation - \$1,755,107,309 (up 6.27%)

FY2022 Valuation - \$1,998,058,005 (up 13.8%)

2. Earned sales and use tax revenue has traditionally increased from year to year, however it was down slightly in FY19 and again in FY20 due to the pandemic. Even though FY20 showed a decrease, all things considered, sales and use tax revenues held very steady. We had projected a significant decrease in this revenue source and that was not the case. FY21 showed a rebound in sales and use tax revenue. A reminder that we look at what the City has "earned" in sales tax prior to any state incentive refunds being deducted in order to determine what businesses are actually generating. The City has built a sales and use tax reserve for potential future rebates.

FY2017 Sales and Use Tax - \$7,550,882 (actually received - \$1.7 million rebate to SON; earned total up 12.3% over FY16)

FY2018 Sales and Use Tax - \$8,033,943 (actually received - \$2.4 million rebate to SON; earned total up 12.8% over FY17)

FY2019 Sales and Use Tax - \$9,509,936 (actually received - \$500,000 rebate to SON; earned total down 4.2% over FY18)

FY2020 Sales and Use Tax - \$8,220,233 (actually received - \$1.3 million rebate to SON); earned total down 5.1% over FY19) Pandemic Year

FY2021 Sales and Use Tax - \$10,062,860 (actually received - \$1.35 million in rebates to SON); earned total up 19.8% over FY20)

FY2022 Sales and Use Tax - \$7,223,625.77 (actually received October through May - \$1.76 million in rebates to SON)

3. Building permit valuations are reported in calendar year, not fiscal year. The past several years have remained fairly consistent. 2020 was the highest year we have seen since 2007.

2017 - \$43,036,890

2018 - \$45,980,935

2019 - \$36,332,465

2020 - \$64,354,002

2021 - \$48,919,416

2022 - \$16,766,939 (Through April)

Total building permit valuations since 1997 are over \$1.3 billion

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 5, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
REPLAT & SUBDIVISION AGREEMENT – LOTS 23-26 SOUTHPORT WEST AND LOT 1 SOUTHPORT WEST REPLAT 4 (SOUTHPORT WEST REPLAT NINE)	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

Resolutions have been prepared to approve a replat, designated as Lots 1-4 and Outlot A, Southport West Replat Nine, and a subdivision agreement to allow for the development of four lots and an outlot, located on approximately 10.59 acres in Southport West.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval, subject to completion of all requirements and conditions specified in the Planning Division Recommendation Report included with this agenda item.

**BACKGROUND**

Resolutions have been prepared to consider applications submitted by Southport West Partners LLC for a replat, designated as Lots 1-4 and Outlot A, Southport West Replat Nine, and subdivision agreement to allow for the development of four lots and one outlot on approximately 10.59 acres currently platted as Lots 23-26 Southport West and Lot 1 Southport West Replat Four. The site is located southwest of the intersection of Giles Road and Southport Parkway, east of Cabela's.

The original plat for this property was approved on November 1, 2004. A subsequent replat (Southport West Replat 4) was approved on February 26, 2008. In addition to current proposal to amend the Southport West PUD to allow for the development of the northern two lots, an additional PUD amendment will be needed at the time of the development of the southern two lots included in this replat.

A detailed staff report is attached.

The Planning Commission held a meeting on May 5, 2022 and voted unanimously to recommend approval of the Replat for a commercial development contingent on the satisfactory resolution of the issues stated within the staff report prior to City Council approval, as the Replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOTS 23-26 SOUTHPORT WEST TOGETHER WITH LOT 1 SOUTHPORT WEST REPLAT FOUR, TO BE REPLATTED AS LOTS 1 THRU 4 AND OUTLOT A SOUTHPORT WEST REPLAT NINE, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described property applied for approval of a replat for Lots 23-26 Southport West, together with Lot 1 Southport West Replat Four, to be replatted as Lots 1 thru 4 and Outlot A Southport West Replat Nine; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on May 5, 2022, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lots 23-26 Southport West, together with Lot 1 Southport West Replat Four, to be replatted as Lots 1 thru 4 and Outlot A Southport West Replat Nine, a subdivision located in the southeast quarter of Section 18, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located south of the intersection of Southport Parkway and Giles Road, be, and hereby is, approved, subject to adoption and execution of the corresponding Subdivision Agreement presented at this Council meeting.

PASSED AND APPROVED THIS 5TH DAY OF JULY 2022.

CITY OF LA VISTA

ATTEST:

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

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



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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA  
APPROVING A SUBDIVISION AGREEMENT FOR SOUTHPORT WEST REPLAT NINE.

WHEREAS, the City Council did on June 21, 2022, approve of Southport West Replat Nine  
subject to certain conditions; and

WHEREAS, the Subdivider, Southport Partners, LLC, as owner of the affected lots agreed to  
execute a Subdivision Agreement satisfactory in form and content to the City;

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement be and hereby is  
approved and the Mayor and City Clerk be and hereby are authorized to execute the  
same on behalf of the City, subject to any specified conditions of Council and any  
revisions that the City Administrator or City Engineer may determine necessary or  
advisable.

PASSED AND APPROVED THIS 5TH DAY OF JULY 2022.

CITY OF LA VISTA

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

ATTEST:

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



**CITY OF LA VISTA  
PLANNING DIVISION  
RECOMMENDATION REPORT**

CASE NUMBERS: PRP22-0002;

FOR HEARING OF: JULY 5, 2022  
REPORT PREPARED ON: MAY 11, 2022

**I. GENERAL INFORMATION**

**A. APPLICANT:**

Southport West Partners, LLC  
832 S. 249<sup>th</sup> Street  
Waterloo, NE 68069

**B. PROPERTY OWNER:**

Southport West Partners, LLC  
832 S. 249<sup>th</sup> Street  
Waterloo, NE 68069

**C. LOCATION:** Southwest of the intersection of Giles Road and Southport Parkway.

**D. LEGAL DESCRIPTION:** Lots 23-26 Southport West, together with Lot 1 Southport West Replat Four.

**E. REQUESTED ACTION(S):** Replat to allow for commercial development with shared parking.

**F. EXISTING ZONING AND LAND USE:** C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District), and Southport West PUD District (Overlay District); the properties are currently vacant.

**G. PURPOSE OF REQUEST:** Authorize a Replat with shared parking to allow for commercial development.

**H. SIZE OF SITE:** Approximately 10.59 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** The existing site is vacant ground. The property slopes gradually downward to the southeast;

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
Northwest	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	Embassy Suites
Northeast	Commercial	C-3 PUD Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District);	Vacant
Southeast	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	Vacant
West	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	Cabela's

**C. RELEVANT CASE HISTORY:**

1. The PUD Plan and Ordinance for Southport West was originally approved on December 21, 2004.
2. The PUD Ordinance for Southport West was last amended on February 16, 2016.
3. Southport West Replat Four was approved on February 26, 2008.

**D. APPLICABLE REGULATIONS:**

1. Section 5.12 of the Zoning Regulations – C-3 Highway Commercial / Office Park District.
2. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District).
3. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District).
4. La Vista Subdivision Regulations.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

1. The Future Land Use Map of the Comprehensive Plan designates the area for commercial uses.

#### **B. OTHER PLANS: N/A.**

#### **C. TRAFFIC AND ACCESS:**

1. Primary access to the site will be at an intersection at 125<sup>th</sup> and Portside Parkway. A second access will be added with the construction of Phase 2 to the south, as depicted in the conceptual PUD Site Plan within the Southport West Replat Nine – Phase 1 map set.
2. Applicant has provided a traffic impact study (TIS) in relation to the development of this project. The study, dated March 2022, finds that traffic is generally anticipated to operate with acceptable delay.
3. If a traffic signal is warranted at the intersection of 125<sup>th</sup> and West Giles Road, based on proposed revisions to the TIS, the signal will need to be constructed in conjunction with this project.
4. The review of the TIS also concluded that various pedestrian improvements are needed at the intersection of 125<sup>th</sup>/Westport Parkway and Southport Parkway.
5. Applicant should install all access and signage improvements as recommended in the revised Traffic Impact Study.

#### **D. UTILITIES:**

1. The property has access to sanitary sewer, water, gas, power, and communication utilities.

#### **E. PARKING REQUIREMENTS:**

1. Parking will be addressed through the PUD Site Plan amendments for each phase of development within the Replat area.

#### **F. LANDSCAPING:**

1. The landscaping for any developments on this site will need to comply with the requirements of the Zoning Ordinance and of the Southport West Design Guidelines.

### **IV. REVIEW COMMENTS:**

- A.** The design of the buildings and the overall site will be reviewed through the City's Architectural Design Review process and must be substantially complete prior issuance of any building permits.

- B. Applicant has been made aware that developments on this property will require FAA approval prior to the issuance of a building permit due to proximity of the Millard Airport.
- C. The development will be required to meet the requirements for a Post Construction Storm Water Management Plan as per City regulations.
- D. A subdivision agreement, outlining necessary public improvements, is attached to this staff report.

**V. STAFF RECOMMENDATION – SOUTHPORT WEST REPLAT NINE:**

Approval of Southport West Replat Nine as the Replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**VI. PLANNING COMMISSION RECOMMENDATION – REPLAT:**

The La Vista Planning Commission held a meeting on May 5, 2022 and voted unanimously to recommend approval of Southport West Replat Nine, contingent upon satisfactory resolution of the issues stated within the staff report prior to City Council approval, as the Replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**VII. STAFF RECOMMENDATION – SUBDIVISION AGREEMENT:**

Approval of the subdivision agreement for Southport West Replat Nine, with any revisions that the City Administrator or City Engineer may determine necessary or advisable, as the Replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**VIII. ATTACHMENTS TO REPORT:**

- A. Vicinity Map
- B. Review Letters
- C. Draft Replat map set
- D. Subdivision Agreement

**IX. COPIES OF REPORT SENT TO:**

- A. Pat Kerrigan, Southport West Partners
- B. Eric Williams, Olsson Associates
- C. Public Upon Request

  
Prepared by: Deputy Community Development Director

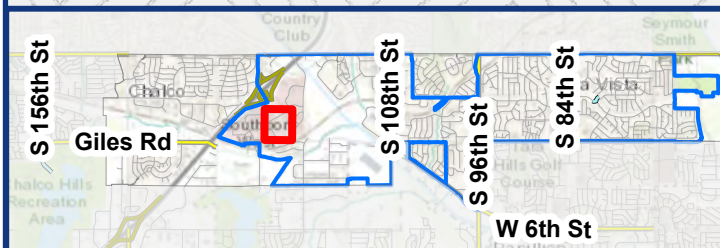
  
Community Development Director

6/24/22  
Date





**Vicinity Map: Southport West Replat Nine**



### Legend

-  La Vista Parcels
-  Proposed Replat Area







April 6, 2022

Eric Williams  
Olsson Associates  
2111 N 67<sup>th</sup> Street, STE 200  
Omaha, NE 68106

RE: Southport Parkway Replat Nine – Initial Review Letter  
Preliminary and Final Plat  
Lots 23-26 Southport West and Lot 1 Southport West Replat Four

Mr. Williams,

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. Please include phasing lines on the preliminary plat if the development will be constructed in phases, per Section 3.03.02 of La Vista's Subdivision Regulations.
2. Per Section 3.03.07, please include all existing utilities, with their sizes indicated, as well as flowlines, elevations of existing sanitary sewers, water mains and storm water drainage.
3. Per Section 3.03.10, please include all easements, including any cross-lot easements and any proposed easements to be vacated. Although a cross-access easement exists on the original plat for Southport West, it should be reiterated on this plat, along with a cross-parking easement.
4. Easements to be vacated shall be completed prior to the recording of the replat, per Section 3.03.12.

**City Hall**  
8116 Park View Blvd.  
La Vista, NE 68128-2198  
402.331.4343 P  
402.331.4375 F

**Community Development**  
8116 Park View Blvd.  
402.593.6400 P  
402.593.6445 F

**Library**  
9110 Giles Rd.  
402.537.3900 P  
402.537.3902 F

**Police**  
7701 S. 96th St.  
402.331.1582 P  
402.331.7210 F

**Public Works**  
9900 Portal Rd.  
402.331.8927 P  
402.331.1051 F

**Recreation**  
8116 Park View Blvd.  
402.331.3455 P  
402.331.0299 F

5. Please provide copies of the erosion control plan, per Section 3.03.16.
6. Regarding Section 3.03.19, a traffic impact analysis has been submitted by the applicant and is currently under review by the City's traffic engineering consultant. Any comments and/or recommended improvements by the City's consultant and/or further comments by the City will need to be addressed.
7. Complete utility plans, including the post-construction stormwater management plans, will need to be reviewed prior to the issuance of a building permit, per Section 3.03.20.
8. Per Section 3.05.09, please provide the square footage of the proposed lots.
9. Per Section 3.05.11 and 3.05.18, please provide a statement from the title company if there are no mortgage holders on the property.
10. Per Section 3.05.25, the preparation of an acceptable subdivision agreement will be required prior to action by City Council. A template agreement will be provided. Please submit a first draft with your next submittal.
11. The proposed access along Southport Parkway is currently platted as a right out-only, however paving plans show what appears to be a right in, right out access. Please adjust the access constraints in plat accordingly.
12. Confirm that the 125<sup>th</sup> Street Access to Lot 3 is consistent with the alignment and geometry of the west leg of the 125<sup>th</sup> Street and Portside Parkway intersection.
13. The access to 125<sup>th</sup> Street from Lot 3 and the 125<sup>th</sup> Street access to Lot 4 are within close proximity to each other. Confirm there are no concerns, such as offsetting complementary turning movements that could cause concern due to intersection proximity.
14. In review of the Overall Site Exhibit, it does not appear that the conceptual level paving layout accounts for internal circulation between the proposed Phases 1 and 2 along the phase line at the east end of the project. The applicant should complete the conceptual paving layout to a level that accounts for the alley width, return radii, and extents of paving required for orderly internal circulation between the two phases.
15. The stormwater conveyed through the lots to the water quality basin will likely require easements.



Please resubmit 2 paper copies of the Preliminary and Final Plats (including 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  
Deputy Community Development Director  
City of La Vista  
[csolberg@cityoflavista.org](mailto:csolberg@cityoflavista.org)  
(402) 431-6400

Cc: David Bernd – Cumming Investments, Inc.  
Pat Kerrigan – Southport West Partners, LLC  
Bruce Fountain, AICP – Community Development Director  
Cale Brodersen, AICP – Assistant City Planner  
Pat Dowse, P.E. – City Engineer



**Comment Response: Preliminary and Final Plat Southport West -Letter dated 4/06/22**

1. Please include phasing lines on the preliminary plat if the development will be constructed in phases, per Section 3.03.02 of La Vista's Subdivision Regulations.

**Response: Phasing map has been included.**

2. Per Section 3.03.07, please include all existing utilities, with their sizes indicated, as well as flowlines, elevations of existing sanitary sewers, water mains and storm water drainage.

**Response: Existing utility information has been provided as requested.**

3. Per Section 3.03.10, please include all easements, including any cross-lot easements and any proposed easements to be vacated. Although a Cross-access easement exists on the original plat for Southport West, it should be reiterated on this plat, along with a cross-parking easement.

**Response: Cross access information has been updated and provided on the preliminary and final plat.**

4. Easements to be vacated shall be completed prior to the recording of the replat, per Section 3.03.12.

**Response: Per discussion, we will receive a letter from OPPD noting the vacation of easements immediately after recordation of the plat.**

5. Please provide Copies of the erosion control plan, per Section 3.03.16.

**Response: Provided**

6. Regarding Section 3.03.19, a traffic impact analysis has been submitted by the applicant and is currently under review by the City's traffic engineering consultant. Any comments and/or recommended improvements by the City's consultant and/or further comments by the City will need to be addressed.

**Response: Understood.**

7. Complete utility plans, including the post-construction stormwater management plans, will need to be reviewed prior to the issuance of a building permit, per Section 3.03.20.

**Response: Understood.**

8. Per Section 3.05.09, please provide the square footage of the proposed lots.

**Response: Square Footage has been added to both preliminary and final plat.**

9. Per Section 3.05.11 and 3.05.18, please provide a statement from the title company if there are no mortgage holders on the property.

**Response: Mortgage Statement has been added.**

10. Per Section 3.05.25, the preparation of an acceptable subdivision agreement will be required prior to action by City Council. A template agreement will be provided. Please submit a first draft with your next submittal.

**Response: Subdivision Agreement will be coordinated with ownership and the City.**

11. The proposed access along Southport Parkway is currently platted as a right out- only, however paving plans show what appears to be a right in, right out access. Please adjust the access constraints in plat accordingly.

**Response: Plat has been updated to include this as a right-in/right-out access.**

12. Confirm that the 125th Street Access to Lot 3 is consistent with the alignment and geometry of the west leg of the 125<sup>th</sup> Street and Portside Parkway intersection.

**Response: This has been reviewed and confirmed.**

13. The access to 125th Street from Lot 3 and the 125<sup>th</sup> Street access to Lot 4 are within close proximity to each other. Confirm there are no concerns, such as offsetting complementary turning movements that could cause concern due to intersection proximity.

**Response: Traffic engineer has reviewed and noted that traffic volume does not warrant concerns at this time with these movements.**

14. In review of the Overall Site Exhibit, it does not appear that the conceptual level paving layout accounts for internal circulation between the proposed Phases 1 and 2 along the phase line at the east end of the project. The applicant should complete the conceptual paving layout to a level that accounts for the alley width, return radii, and extents of paving required for orderly internal circulation between the two phases.

**Response: This map has been revised.**

15. The stormwater conveyed through the lots to the water quality basin will likely require easements.

**Response: Storm lines will be private and a private storm easement will be added for lines that cross properties to get to the basin.**



April 22, 2022

Eric Williams  
Olsson Associates  
2111 N 67<sup>th</sup> Street, STE 200  
Omaha, NE 68106

RE: Southport Parkway Replat Nine – 2nd Review Letter  
Preliminary and Final Plat  
Lots 23-26 Southport West and Lot 1 Southport West Replat Four

Mr. Williams,

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

1. Per Section 3.03.07, please include information on water mains, in addition to the existing sanitary sewers and storm water drainage lines that were included in the latest submittal. If water main information cannot be included in the resubmittal for Planning Commission, it must be completed prior to City Council packet preparation.
2. Per Section 3.03.10, the cross-access easement should be reiterated on this plat. A cross-parking easement also needs to be added to the Final Plat.
3. Regarding Section 3.03.19, a traffic impact analysis has been submitted by the applicant and is currently under review by the City's traffic engineering consultant. Any comments and/or recommended improvements by the City's consultant and/or further comments by the City will need to be addressed.

**City Hall**  
8116 Park View Blvd.  
La Vista, NE 68128-2198  
402.331.4343 P  
402.331.4375 F

**Community Development**  
8116 Park View Blvd.  
402.593.6400 P  
402.593.6445 F

**Library**  
9110 Giles Rd.  
402.537.3900 P  
402.537.3902 F

**Police**  
7701 S. 96th St.  
402.331.1582 P  
402.331.7210 F

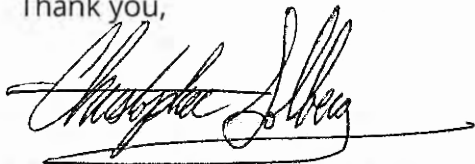
**Public Works**  
9900 Portal Rd.  
402.331.8927 P  
402.331.1051 F

**Recreation**  
8116 Park View Blvd.  
402.331.3455 P  
402.331.0299 F

4. The access to 125<sup>th</sup> Street from Lot 3 is also being evaluated by the City's traffic engineering consultant to confirm there are no concerns due to the intersection proximity.
5. Per Section 3.05.25, the preparation of an acceptable subdivision agreement will be required prior to action by City Council. Staff is currently reviewing the draft agreement submitted with the previous submittal. Comments will be provided upon completion of the review.
6. Note 4 on the Final Plat states that "no direct access shall be permitted onto Giles Road from Lots 1 and 2 or Outlot A". Lot 1 does not have frontage on Giles Road. Please revise this note to state that "no direct access shall be permitted onto Giles Road from Lots 1 and 3 or Outlot A"

Your application is currently on the agenda to be reviewed by the Planning Commission on May 5<sup>th</sup>, 2022 at La Vista City Hall (8116 Park View Blvd, La Vista, NE 68128) at 6:30pm. For this item to move forward at this May 5<sup>th</sup> Planning Commission meeting, please submit a revised PUD plan set to incorporate the changes mentioned in in the comments above by close-of-business Tuesday, April 26<sup>th</sup> for packet preparation. Assuming that deadline is met, please have a representative in attendance at the May 5<sup>th</sup> Planning Commission meeting to introduce your request and answer any questions that the Planning Commission might have.

Thank you,



Christopher Solberg, AICP  
Deputy Community Development Director  
City of La Vista  
[csolberg@cityoflavista.org](mailto:csolberg@cityoflavista.org)  
(402) 431-6400

Cc: David Bernd – Cumming Investments, Inc.  
Pat Kerrigan – Southport West Partners, LLC  
Bruce Fountain, AICP – Community Development Director  
Cale Brodersen, AICP – Assistant City Planner  
Pat Dowse, P.E. – City Engineer





**Comment Response: Preliminary and Final Plat Southport West -Letter dated 4/22/22**

1. Per Section 3.03.07, please include information on water mains, in addition to the existing sanitary sewers and storm water drainage lines that were included in the latest submittal. If water main information cannot be included in the resubmittal for Planning Commission, it must be Completed prior to City Council packet preparation.

**Response: Water main information has been added to the plans for reference.**

2. Per Section 3.03.10, the cross-access easement should be reiterated on this plat. A cross-parking easement also needs to be added to the Final Plat.

**Response: Per discussions, a note will be added to the Preliminary and Final Plat regarding cross parking for the lots.**

3. Regarding Section 3.03.19, a traffic impact analysis has been submitted by the applicant and is Currently under review by the City's traffic engineering consultant. Any Comments and/or recommended improvements by the City s Consultant and/or further comments by the City will need to be addressed.

**Response: Understood.**

4. The access to 125th Street from Lot 3 is also being evaluated by the City's traffic engineering Consultant to confirm there are no concerns due to the intersection proximity.

**Response: Understood. Discussions with traffic engineer noted with the traffic counts and speeds access is not a concern.**

5. Per Section 3.05.25, the preparation of an acceptable subdivision agreement will be required prior to action by City Council. Staff is currently reviewing the draft agreement submitted with the previous submittal. Comments will be provided upon completion of the review.

**Response: Understood.**

6. Note 4 on the Final Plat states that "no direct access shall be permitted onto Giles Road from Lots 1 and 2 or Outlot A". Lot 1 does not have frontage on Giles Road. Please revise this note to state that "no direct access shall be permitted onto Giles Road from Lots 1 and 3 or Outlot A"

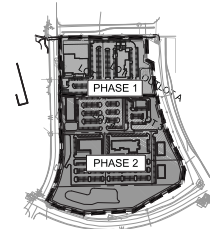
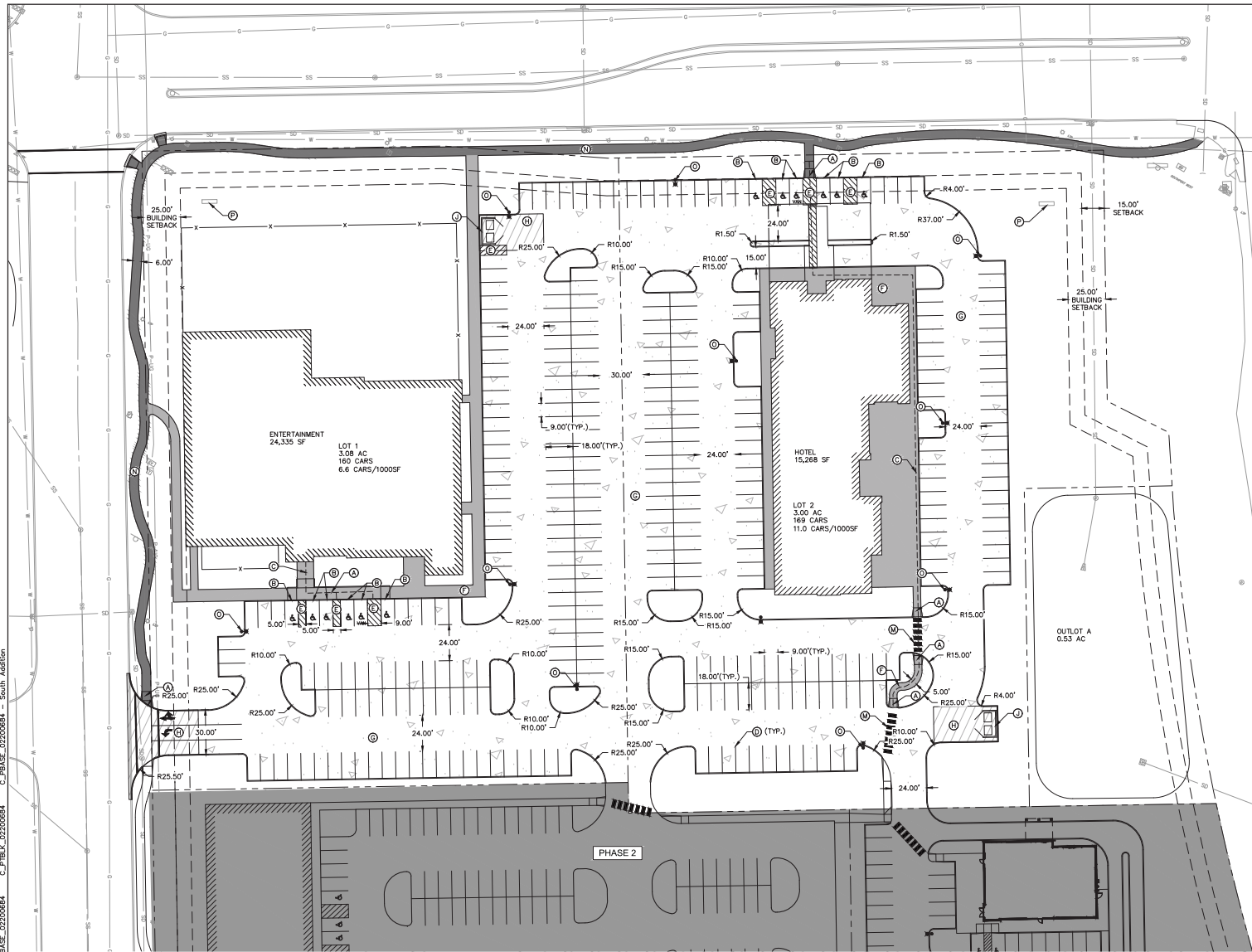
**Response: Note has been revised accordingly based on the relabeling of lots which occurred with the previous iteration.**





DWG: F:\2022\00201-01000\022-00684\40-Design\AutoCAD\022-00684\01000\022-00684.dwg  
DATE: Apr 26, 2022 11:50am  
USER: kate@olsson  
C:\PBL\022-00684

C:\PBL\022-00684 - South Addition



PHASING MAP

SITE INFORMATION TABLE	
LEGAL DESCRIPTION:	SOUTHPORT LOTS 1, 2, 3, 4, OUTLOT A
EXISTING ZONING:	C-3 PLD WITH A GATEWAY CORRIDOR OVERLAY
PROPOSED ZONING:	C-3 PLD WITH A GATEWAY CORRIDOR OVERLAY
SETBACKS:	
FRONT YARD:	25'-0"
FRONT YARD: (PARKING PRESENT IN FRONT YARD)	50'-0"
SIDE YARD:	15'-0"
REAR YARD:	15'-0"
BUILDING COVERAGE:	13%
IMPERVIOUS COVERAGE:	62%
PARKING REQUIREMENTS:	
REQUIRED: (LOT 1)	300 STALLS
PROVIDED: (LOT 1)	ON-SITE PARKING: 160 STALLS (6.6 CARS PER 1,000 SF) & PUBLIC PARKING: (LOT 2 SPW REPLAT ONE)
REQUIRED: (LOT 2)	151 STALLS (1 PER RENTAL UNIT; 151 UNITS; MAX 6 FLOORS; REQUIRES 151 STALLS)
PROVIDED: (LOT 2)	ON-SITE PARKING: 169 STALLS (11.0 CARS PER 1,000 SF)
TOTAL REQUIRED:	451 STALLS
TOTAL PROVIDED:	329 STALLS
ACCESSIBLE PARKING:	
REQUIRED: (LOT 1)	6 (INCLUDING 1 VAN ACCESSIBLE STALL)
PROVIDED: (LOT 1)	6 (INCLUDING 1 VAN ACCESSIBLE STALL)
REQUIRED: (LOT 2)	6 (INCLUDING 1 VAN ACCESSIBLE STALL)
PROVIDED: (LOT 2)	6 (INCLUDING 1 VAN ACCESSIBLE STALL)
REQUIRED:	12 (INCLUDING 2 VAN ACCESSIBLE STALLS)
PROVIDED:	12 (INCLUDING 2 VAN ACCESSIBLE STALLS)

SITE KEY NOTES	
Ⓐ	CONSTRUCT CURB RAMP PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS. REFERENCE DETAIL SHEET AND CITY OF OMAHA STANDARD PLATE 500-82.
Ⓑ	INSTALL ADA PARKING STALL, AND ASSOCIATED STRIPING AND SIGNAGE PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS. REFERENCE DETAIL SHEET.
Ⓒ	PROPOSED ADA ACCESSIBLE ROUTE PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS.
Ⓓ	INSTALL 4-INCH WHITE PAVEMENT STRIPING. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
Ⓔ	INSTALL 4-INCH WHITE PAVEMENT STRIPING AT 45°; 2'-FEET O.C. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
Ⓕ	CONSTRUCT 4-INCH THICK P.C.C. SIDEWALK. REFERENCE DETAIL SHEET AND CITY OF OMAHA STANDARD PLATE 503-01.
Ⓖ	CONSTRUCT 8-INCH THICK STANDARD DUTY P.C. CONCRETE PAVEMENT. REFERENCE DETAIL SHEET.
Ⓗ	CONSTRUCT 8-INCH DRIVE ENTRANCE APRON HEAVY DUTY P.C. CONCRETE PAVEMENT. REFERENCE DETAIL SHEET.
Ⓙ	CONSTRUCT TYPE 'A' INTEGRAL CURB AND GUTTER PER CITY OF OMAHA STANDARD PLATE 500-01.
Ⓚ	TRASH ENCLOSURE. REFERENCE ARCHITECTURAL PLANS. CONSTRUCT HEAVY DUTY PAVEMENT APRON AS SHOWN ON PLAN.
Ⓛ	INSTALL STOP SIGN PER MUTCD STANDARDS AND PER CITY OF OMAHA STANDARD PLATES 906-03 AND 906-04. REFERENCE DETAIL SHEET.
Ⓜ	STRUCTURAL STOP AND DOOR. REFERENCE ARCHITECTURAL PLANS FOR EXACT LOCATION, SIZE, AND SLOPE.
Ⓝ	INSTALL 24-INCH WHITE CROSSWALK PAVEMENT STRIPING. REFERENCE DETAIL SHEET. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
Ⓟ	CONSTRUCT 6-INCH THICK STANDARD DUTY P.C.C. SIDEWALK IN PUBLIC R.O.W. 5' WIDE AND SPACED 6.5' OFF BACK OF CURB OF PUBLIC STREET (UNLESS OTHERWISE NOTED ON PLANS).
Ⓡ	LIGHT POLE AND BASE. REFERENCE SITE LIGHTING PLAN.
Ⓢ	PROPOSED MONUMENT SIGN. REFERENCE ARCHITECTURAL PLANS. SEPARATE SIGNAGE PERMIT IS REQUIRED.



olsson

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TEL: 402.341.1118  
www.olsson.com

REVISIONS DESCRIPTION

REV.	DATE	DESCRIPTION

SITE PLAN  
PRELIMINARY PLAT SUBMITTAL  
SOUTHPORT WEST REPLAT NINE  
PHASE 1

2022

LA VISTA, NE

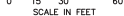
drawn by: kjs  
checked by: kjs  
approved by: kjs  
project no.: 022-00684  
drawing no.: 03-21-22  
date: 03-21-22

SHEET  
C4.1



1. COUNTS REPRESENTED SHOWN OF SLAB ELEVATION IN PAVED AREAS AND UNPAVED GRASS ELEVATION IN NON-PAVED AREAS, UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE FROM ROAD AND DRIVEWAYS TO ADJACENT SIDEWALKS AND PAVEMENTS.
3. REFERENCE TO THE GRADING INFORMATION TABLE FOR CONTRACTOR INFORMATION.
4. REFERENCE TO THE FILL PLACEMENT & COMPACTION REQUIREMENTS TABLE FOR THE MINIMUM SURFACE PREPARATION REQUIREMENTS FOR VARIOUS AREAS OF THE PROJECT.
5. COUNTS ARE SHOWN AT 1' INTERVALS FOR BOTH EXISTING AND PROPOSED.
6. DEVELOPMENT ON PRIVATE LOTS CREATING MORE THAN 5,000 SQUARE FEET OF IMPERVIOUS SURFACE FOR THE PROJECT SHALL BE REQUIRED TO PROVIDE A PERMITS AND SHALL PROVIDE ON-SITE STORM WATER MANAGEMENT FACILITIES TO TREAT AND STORE RUNOFF FROM THE PROJECT. THE LA VISTA MUNICIPAL CODE AND SHALL BE DESIGNED TO CONFORM WITH THE APPLICABLE SECTIONS OF THE OMAHA REGIONAL STORM WATER DESIGN MANUAL, WHICH IS INCORPORATED BY REFERENCE AND SHALL BE MAINTAINED BY THE BRIMMOR PROPERTY GROUP. MANAGEMENT OF THE STORM WATER STORAGE AND FLOW PLAN WILL BE PROVIDED BY THE CITY ENGINEERS.

1. CONTOURS REPRESENTED TOP OF SLAB ELEVATION IN PAVED AREAS AND FINISHED GRADE ELEVATION IN NON-PAVED AREAS.
2. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING AND GARAGE PAD AREAS AND PAVEMENTS.
3. REFERENCE THE GRADING INFORMATION TABLE FOR CONTOUR INTERVALS.
4. REFERENCE THE FILL PLACEMENT / COMPACTION REQUIREMENTS TABLE FOR MINIMUM SUBGRADE PREPAREDNESS FOR ALL AREAS OF THE PROJECT.
5. CONTOUR SHOWN AT 1' INTERVALS FOR BOTH EXISTING AND PROPOSED.
6. DEVELOPMENT ON PRIVATE LOTS CREATING MORE THAN 30% IMPERVIOUS SURFACE FOR THE PURPOSE OF VEHICULAR TRAVEL AND PARKING SHALL BE DESIGNED TO MEET THE FOLLOWING CRITERIA FOR WATER QUALITY AS REQUIRED BY SECTION 154.19 OF THE LA VISTA MUNICIPAL CODE AND SHALL BE DESIGNATED AS A "WATER QUALITY IMPROVEMENT AREA" ON THE OMAHA REGIONAL STORM WATER DESIGN MANUAL, SUCH AS REQUIRED BY CHAPTER 17 OF THE DESIGN MANUAL BY BROMBER PROPERTY GROUP; MANAGEMENT OF THE PROJECT'S RUNOFF AND FLOWS WILL BE PROVIDED BY THE CITY OWNED FACILITIES.



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C5.0



NW 1/4 SE 1/4 18-14-12  
SW 1/4 SE 1/4 18-14-12  
SE 1/4 SE 1/4 18-14-12

A TRACT OF LAND BEING A REPLAT OF LOTS 23 THRU 26, SOUTHPORT WEST AND LOT 1, SOUTHPORT WEST REPLAT FOUR, BOTH PLATTED AND RECORDED SUBDIVISIONS IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

THE UNDERSIGNED HOLDER OF THAT CERTAIN LIEU AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS SOUTHPOW WEST REPLAT NINE, LOTS 1 THRU 4 AND OUTLOT 4 (HEREINAFTER "PLAT"), SAID LIEU BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF SARP COUNTY, NEBRASKA AS INSTRUMENT NO. \_\_\_\_\_ (HEREINAFTER "LIEU"), DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEU TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, GAS) EASEMENTS, OR STRIPS OF EASEMENTS, OR STRIPS OF EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHMENTS OF ACCESS, DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEU AND HAS NOT ASSIGNED THE LIEU TO ANY OTHER PERSON.

BY: \_\_\_\_\_

TITLE:

## STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ON THE \_\_\_\_\_ DAY, OF \_\_\_\_\_ 2022, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,  
DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED,

\_\_\_\_\_, KNOWN BY ME TO BE THE IDENTICAL PERSON  
WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION  
THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID \_\_\_\_\_.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND 2022 LAST ABOVE MENTIONED.

NOTARY PUBLIC

THIS PLAT OF SOUTHPORT WEST REPLAT NINE, LOTS 1 THRU 4 AND OUTLOT A WAS  
REVIEWED BY THE SARPY COUNTY PUBLIC WORKS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
\_\_\_\_\_, 2022.

SARPY COUNTY PUBLIC WORKS

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

SARPY COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

THE PLAT OF SOUTHPORT WEST REPLAT NINE, LOTS 1 THRU 4 AND OUTLOT A WAS APPROVED  
BY THE LA VISTA CITY PLANNING COMMISSION,

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

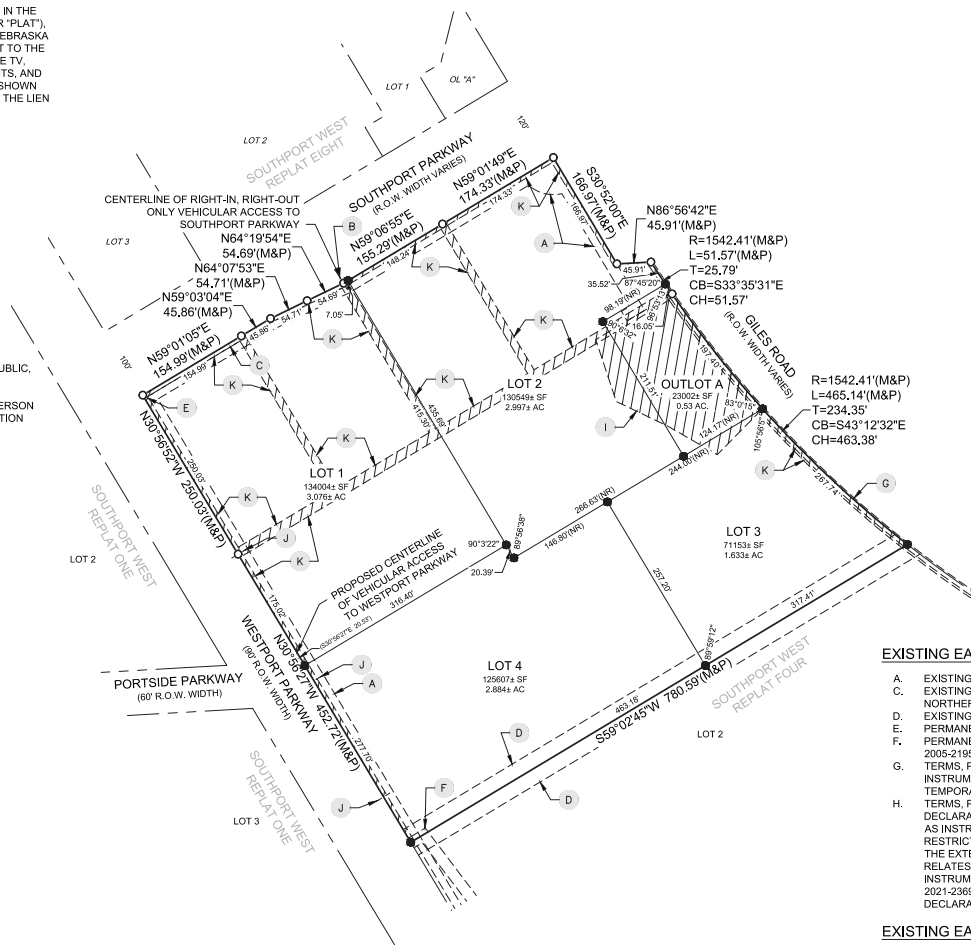
CHAIRPERSON, LA VISTA PLANNING COMMISSION

THE PLAT OF SOUTHPORT WEST REPLAT NINE, LOTS 1 THRU 4 AND OUTLOT A WAS APPROVED  
BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, IN  
ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA,

MAYOR

ATTEST \_\_\_\_\_



KNOW ALL MEN BY THESE PRESENTS THAT WE, SOUTHPORT WEST PARTNERS, LLC, OWNERS OF THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SOUTHPORT WEST REPLANT NINE, LOTS 1 THRU 4 AND OUTLOT A, AND WE DO HEREBY RATIFY AND APPROVE THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT AND PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, MAINTAIN, REPAIR, REPLACE AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A (5) FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN (8) EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WALLS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT OF OMAHA AND BLACK HILLS/NEBRASKA GAS UTILITY, LLC, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, TRENCHES, VALVES, MANHOLES, AND OTHER FACILITIES FOR THE TRANSMISSION OF GAS, STEAM, WATER OR OTHER FLUIDS THROUGH, UNDER AND ACROSS A (5) FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STRAIGHT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WALLS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, WE DO SET OUR HANDS

SOUTHPORT WEST PARTNERS, LLC

PATRICK J. KERRIGAN  
PRESIDENT

## STATE OF )

COUNTY OF ) SS

ON THE \_\_\_\_\_ DAY, OF \_\_\_\_\_ 2022, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED, PATRICK J. KERRIGAN, KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID MANAGER.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND 2022 LAST ABOVE MENTIONED

NOTARY PUBLIC

A. EXISTING PERMANENT LANDSCAPE AND SIGN EASEMENT GRANTED TO S.I.D. NO. 253, INSTRUMENT NO.'S 2005-21955 AND 2008-05315.

C. EXISTING 5.00' WIDE PERMANENT M.U.D. CONSTRUCTION AND MAINTENANCE OF WATER MAINS AND RELATED FACILITIES EASEMENT ON THE NORTHERLY 5.00 FEET OF LOTS 25 AND 26, SOUTHPORT WEST, INSTRUMENT NO. 2005-30969.

D. EXISTING 20.00 FOOT WIDE PERMANENT INGRESS/EGRESS AND STORM SEWER EASEMENT NO. 2008-18321.

E. EXISTING SIDEWALK EASEMENT GRANTED TO S.I.D. NO. 253 AND TO THE CITY OF LA VISTA, INSTRUMENT NO. 2008-22675.

F. PERMANENT 15.00 FOOT WIDE STORM SEWER EASEMENT GRANTED TO S.I.D. NO. 253 AND THE CITY OF LA VISTA, INSTRUMENT NO.'S 2005-21955 AND 2008-05315.

G. TERMS, PROVISIONS, CONDITIONS, RESTRICTIONS AND EASEMENTS SET FORTH IN THE RETURN OF APPRAISERS RECORDED JULY 3, 1992 AT INSTRUMENT NO. 1993-32937 OF THE RECORDS OF SARPY COUNTY, NEBRASKA, INCLUDING BUT NOT LIMITED TO RESTRICTIONS ON ACCESS, TEMPORARY EASEMENTS, AND RESERVATION OF MINERAL RIGHTS.

H. PROVISIONS, CONDITIONS, RESTRICTIONS AND EASEMENTS, CHARGES, ASSESSMENTS AND LIENS PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SOUTHPORT WEST SUBDIVISION RECORDED JULY 5, 2005 AT INSTRUMENT NO. 2005-22478 OF THE RECORDS OF SARPY COUNTY, NEBRASKA, BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS AMENDED BY THE FIRST AMENDMENT AT INSTRUMENT NO. 2006-19335 AND THE SECOND AMENDMENT AT INSTRUMENT NO. 2006-19335 AND THE THIRD AMENDMENT AT INSTRUMENT NO. 2021-23694 AND AS ASSIGNED AT INSTRUMENT NOS. 2006-19335 AND 2008-08886 AND AS RATIFIED BY CONSENT TO AND RATIFICATION OF DECLARATION RECORDED JULY 5, 2005 AT INSTRUMENT NO. 2005-22497, (BLANKET TYPE EASEMENT)

B. EXISTING CENTERLINE OF RIGHT-OUT ONLY VEHICULAR ACCESS TO SOUTHPORT PARKWAY INST. NO. 2008-05315,  
I. PERMANENT DRAINAGE DETENTION EASEMENT GRANTED TO S.I.D. NO. 253 AND THE CITY OF LA VISTA, INSTRUMENT NO.'S 2005-21955 AND 2008-05315.  
J. EXISTING CENTERLINE OF UNRESTRICTED FULL ACCESS FOR VEHICULAR INGRESS/EGRESS INSTRUMENT NO.'S 2005-21955 AND 2008-05315,  
K. EXISTING DEDICATED UTILITY EASEMENTS, INSTRUMENT NO. 2005-21955,

I, TERRY L. ROTHANZI, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE PERSONALLY CONDUCTED THE SURVEY, THAT THE DATA HEREON IS TRUE AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS SOUTHPORT WEST REPEAT NINE, LOTS 1 THRU 4 AND OUTLOT A BEING A REPLAT OF LOTS 23 THRU 26, SOUTHPORT WEST AND LOT 1, SOUTHPORT WEST REPEAT FOUR, BOTH SUBDIVISIONS, AS SUBDIVISION PLATS PREVIOUSLY RECORDED IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH PM., SAPPY COUNTY, NEBRASKA, CONTAINING 11.119 ACRES, MORE OR LESS.

TERRY L. ROTHMAN  
NEBRASKA L.S. 607

04-25-2022  
DATE



drawn by: \_\_\_\_\_ DSI  
checked by: \_\_\_\_\_ EV  
approved by: \_\_\_\_\_ TLF  
QA/QC by: \_\_\_\_\_ TLR/REV  
project no.: \_\_\_\_\_ 022-0068  
drawing no.: \_\_\_\_\_  
date: \_\_\_\_\_ 04.25.202

SHEET  
1 of 1

olsson

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Omaha, NE 68106  
TEL 402.341.1116  
FAX 402.341.5895

REVISIONS

SARPY COUNTY	2022
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A VISTA, NEBRASKA

**SUBDIVISION AGREEMENT**  
**(Southport West Replat Nine)**  
**(Replat of Lots 23, 24, 25, and 26 Southport West and Lot 1 Southport West Replat Four, which shall henceforth be replatted as**  
**Lots 1, 2, 3, 4, and Outlot A Southport West Replat Nine)**

THIS AGREEMENT, made this 5th day of July, 2022, among Southport West Partners, LLC, a Nebraska limited liability company, (hereinafter referred to as "Subdivider" or "Developer"), the Southport Entry Association, a Nebraska non-profit corporation (hereinafter referred to as "Association"), and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

**WITNESSETH:**

WHEREAS, Subdivider is the owner of the land depicted or described in Exhibit "A" ("Property") and included within the proposed plat attached hereto as Exhibit "B" (hereinafter referred to as the "Replat" or the "Replatted Area". The Replat as finally approved by the City Council shall be referred to herein as the "final plat" or "Final Plat");

WHEREAS, Subdivider will develop and construct, or will convey some or all of the Property on which purchasers will develop and construct, buildings and other private improvements on the property in the Replatted Area in accordance with the Planned Unit Development Site Plan attached as Exhibit "L" and related exhibits ("Private Improvements" as depicted on Exhibit "C"), the Public Improvements, and any other improvements described in this Agreement;

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

WHEREAS, the Subdivider will create the Southport Entry Association as a Nebraska non-profit corporation to act as the Association under the Covenants (defined below). The members of the Southport Entry Association will be comprised of the Subdivider and Subdivider's successors and assigns to ownership of any of Lots 1, 2, 3, 4, and Outlot A Southport West Replat Nine, being a replat of Lots 23, 24, 25, and 26 Southport West and Lot 1 Southport West Replat Four, City of La Vista.

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

1. Replattings. Subject to the terms of this Agreement, Lots 23, 24, 25, and 26 Southport West and Lot 1 Southport West Replat Four shall be replatted as Lots 1, 2, 3, 4, and Outlot A Southport West Replat Nine, as more fully shown on Exhibit "B" (hereinafter the "Replat" or "Replatted Area"; and as finally approved by the City Council shall be referred to as the "final plat" or "Final Plat").



2. Public Improvements. Development of the Private Improvements and Replatted Area necessitates the following public improvements ("Public Improvements") connected with the safety and efficiency of pedestrian and vehicular traffic.
- a. Perimeter Sidewalks. Subdivider at its sole cost and expense shall install sidewalks shown in Exhibit "M" ("Sidewalks") in accordance with applicable laws, rules, or regulations, including without limitation applicable City sidewalk policies, as they may from time to time exist. Such Sidewalks shall be installed with Private Improvements and shall be completed before any Certificate of Occupancy shall be issued for any Private Improvements within the Replatted Area.
  - b. Crosswalk Improvements. Subdivider at its sole cost and expense shall design and construct the 125th Street Crosswalk Improvements and Giles Road Crosswalk Improvements described in this subsection 2b (together "Crosswalk Improvements"). Within twelve months of the date of this Agreement, Subdivider shall: (i) design, construct, and complete Crosswalk Improvements located on the south side of the intersection of Southport Parkway and 125th Street, as described or depicted in Exhibit "I" (the "125th Street Crosswalk Improvements"), and (ii) complete improvements of the crosswalk ramps on the southwest corner of the intersection of Giles Road and Southport Parkway, as described or depicted in Exhibit "J" (the "Giles Road Crosswalk Improvements"). No Certificate of Occupancy shall be issued for any Private Improvements within the Replatted Area until Subdivider completes construction of the 125th Street Crosswalk Improvements, as provided herein. City shall be responsible for the design, construction, and completion of all crosswalk improvements located on the east side of the intersection of Giles Road and Southport Parkway.
  - c. Traffic Signal Improvements. Subdivider shall contribute to the costs and expenses for the design, construction, and completion of the traffic signal improvements described in Exhibit "N" at the intersection of 125<sup>th</sup> Street and West Giles Road. Costs and expenses of such traffic signal improvements shall be shared, and the portion of the total cost to be paid by Subdivider shall be an amount equal to Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Subdivider Contribution"). City shall be the lead agent in the design, construction and completion of the traffic signal improvements. Subdivider shall pay the Subdivider Contribution to City to be held in escrow until such time City, as determined by the City Engineer, commences construction of the traffic signal improvements. If City does not commence construction of the traffic signal improvements within five (5) years from the date of this Agreement, City shall immediately refund to Subdivider the Subdivider Contribution, together with accrued interest thereon, and Subdivider shall have no further obligation to contribute to the costs and expenses for the design, construction, and completion of the traffic signal improvements, as provided herein. Financial assurances for the traffic signal improvements shall be provided to the City pursuant to Section 9 of this agreement.

All plans, specifications, and contracts connected with such Public Improvements shall be in form and content satisfactory to the City Engineer, and subject to review and approval of the City Engineer prior to award, execution, or commencement of the work. All work connected with the Public Improvements shall be subject to inspection to the satisfaction of the City Engineer.

3. Drainage Calculations and Map. Developer shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City Engineer prior to City's execution and release of the final plat to the Subdivider for filing with the Sarpy County Register of Deeds, demonstrating easements required to convey major storm sewer events (hundred year flood) over the surface of the property, in a form and content satisfactory to the City's Engineer. The City's release of the final plat shall be conditioned on Subdivider executing and delivering required easements in form and content satisfactory to the City's Engineer, which easements Subdivider will record with the final plat.
4. Storm Water Management Plan: Subdivider, at its sole cost and expense, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as shown on the Post Construction Storm Water Management Plan attached hereto as "Exhibit D." Plans, specifications, and construction schedules for such storm water management improvements shall be prepared by Subdivider's engineer at Subdivider's sole cost and expense, and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements.
5. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit E" shall be entered into between Subdivider and City prior to starting construction of such improvements described in Section 4, after Exhibits have been attached thereto in form and content satisfactory to the City Engineer, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any additions, subtractions, or modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Subdivider that the final version of the Maintenance Agreement shall:
  - (A) identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Subdivider at its expense,
  - (B) include provisions to control when post-construction storm water features are to be constructed,

- (C) differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
- (D) provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
- (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the joint and several responsibility of all successors, assigns and future owners of the Replatted Area or any part thereof.

Watershed Management Fees: The Subdivider shall make payment to City for Watershed Fees. This fee for the Property described in "Exhibit A" and shown in "Exhibit B" shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made. For example, based on the rate of \$5,345 per acre of commercial development effective July 1, 2022, the fees would be as follows:

Lot 1, Southport West Replat Nine	3.08 ± AC @ \$5,345 / AC
\$16,462.60	
Lot 2, Southport West Replat Nine	3.00 ± AC @ \$5,345 / AC
\$16,035.00	
Lot 3, Southport West Replat Nine	1.63 ± AC @ \$5,345 / AC
\$8,712.35	
Lot 4, Southport West Replat Nine	2.88 ± AC @ \$5,345 / AC
<u>\$15,393.60</u>	

Total:           \$56,603.55

6. Site Approval Precondition to Building Permit. Nothing in this Agreement shall be deemed a waiver or lessening of any City requirements, including without limitation any requirements for a City approved site plan prior to the issuance of any building permit.
7. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the final plat. Roads and driveways identified in Exhibit "F" for use of the public shall be constructed to City approved specifications and shall not be less than seven inches (7") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of

its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.

8. Staking Bond. Developer shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area.
9. Financial Guarantees. Before City releases the final plat to Subdivider for filing with the Sarpy County Register of Deeds, Subdivider shall (a) provide to the City Administrator, City Engineer, or any designee of the City Administrator or City Engineer irrevocable bank letters of credit, surety bonds, or other financial guarantees for the benefit of the City in form and content satisfactory to such City Administrator, City Engineer, or designee in the amount of 110% of the total estimated cost to design and construct the Sidewalks as set forth in Exhibit "M" and the Crosswalk Improvements set for in Exhibit "I" and Exhibit "J" (for the avoidance of doubt, the amount of any bank letters of credit, surety bonds, or other financial guarantees shall not apply to or otherwise include any sewer connections fees, as required under Section 10, or the Subdivider Contribution provided under Section 2(c)), or (b) complete construction of the Sidewalks as set forth in Exhibit "M" and construction of the Crosswalk Improvements as set for in Exhibit "I" and Exhibit "J" and provide as-constructed drawings, records, certificates of completion and other documentation required by and satisfactory to the City Engineer. Subdivider warrants to City, for a period of two years following completion of construction of the Sidewalks and the Crosswalk Improvements and acceptance of such improvements by the City Engineer of City, that such construction shall have been performed using first quality materials, in a good and workmanlike manner, and in accordance with the plans and specifications approved by the City Engineer of City. Upon completion of the Sidewalks and the Crosswalk Improvements, Subdivider's engineer shall submit to the satisfaction of the City Engineer as-built records and drawings, a certification that the construction was performed and work and improvements were completed in substantial compliance with the design, plans, and specifications approved by the City Engineer prior to commencement of construction, and any other required documentation. If the Subdivider provides irrevocable bank letters of credit or surety bonds pursuant to subsection (a) of the foregoing sentence, the City, upon Subdivider completing construction of the Sidewalks and construction of the Crosswalk Improvements, shall promptly release such letters of credit or surety bonds to the Subdivider at such time as the Subdivider's engineer provides the required as-built records and drawings, certification of completion, and any other required documentation to the satisfaction of City Engineer.

Subdivider shall require any contractor providing or constructing the Public Improvements, or any part thereof, to provide to Subdivider and City a performance bond, a labor and materials payment bond, and a two-year maintenance bond regarding such construction work, with Subdivider and City named as co-obligees on such bonds. Such bonds shall be in form and content satisfactory to City, and shall have one or more sureties thereon who are authorized to write such bonds in the State of Nebraska.

Financial guarantees required by this Section 9 shall be additional to any surety bonds or other financial guarantees required by any other provisions of this Agreement or otherwise required in connection with any development or improvements within the Replatted Area.

10. Tract Sewer Connections and Connection Fees. Developer agrees that the terms and conditions for the benefit of the City that are contained in the Subdivision Agreement dated June 30, 2005 and the First Amendment to the Subdivision Agreement dated August 30, 2007 (Instrument number 2007-28607) shall be incorporated into this Agreement to the same extent as if fully set forth herein and, except as modified by this Agreement, shall continue in effect and be binding on Developer and the Replatted Area, including without limitation provisions connected with the sanitary sewer system that, together with the separate Sewer Connection Agreement referred to within Exhibit "G", shall be applicable to the private sanitary sewer provided for herein and enforceable by City. Provided, however, the Sewer Connection Agreement and private sanitary sewer shall be subject to any additions, subtractions, or modifications as the City Engineer determines necessary or advisable. Subdivider shall pay applicable tract sanitary sewer connection fees based on rates in effect when a lot connects to the sanitary sewer system. An initial payment of tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, Southport West Replat Nine 3.08 ± AC @ \$7,777 / AC  
\$23,953.16

Lot 2, Southport West Replat Nine 3.00 ± AC @ \$7,777 / AC  
\$23,331.00

Lot 3, Southport West Replat Nine 1.63 ± AC @ \$7,777 / AC  
\$12,676.51

Lot 4, Southport West Replat Nine 2.88 ± AC @ \$7,777 / AC  
\$22,397.76

Total: \$82,358.43

The aforesated fee of \$7,777 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid, and any additional amounts owed shall be paid when a lot is connected to the sanitary sewer system. For the avoidance of doubt, the City shall not issue any building permit for a particular lot until the tract sanitary sewer connection fees due and payable for that particular lot have been paid to the City.



Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sanitary sewer of any sewer user within the area to be developed which is connected or discharging into the sanitary sewer system in violation of any applicable ordinances, statutes, rules, or regulations.

11. Infrastructure to be a Private Expense. The cost of all infrastructure, improvements and easements within the Replatted Area, or required to be constructed by Subdivider pursuant to the terms of this Agreement, including but not limited to parking and street improvements within the Replatted Area, ingress and egress, the Crosswalk Improvements, and sidewalks, sanitary sewer, storm sewer, power, CATV, gas, water, electrical or other utilities within the Replatted Area, and the cost of connection to external infrastructure, shall be constructed, maintained, and replaced at the sole cost and expense of Subdivider or of any successor or assign of Subdivider to ownership of any lot within the Replatted Area, and no part thereof shall be the responsibility of or at the expense of the City. For the avoidance of doubt, except for payment of the Subdivider Contribution, as provided under Section 2(c) of this Agreement, Subdivider and Subdivider's successors or assigns to ownership of any lot within the Replatted Area shall have no obligation whatsoever for the traffic signal improvements located at the intersection of 125<sup>th</sup> Street and West Giles Road, as provided under Section 2(c) of this Agreement and further described in Exhibit "N", including, but not limited to, any obligation for the design, construction, completion, repair, maintenance, replacement, or payment of any cost and expense related to the same.
12. Easements. Proposed easements by the Subdivider, and easements required by the City, as set forth in Exhibits "B", "C", and "H," for existing, proposed, or relocated public or private or shared improvements or areas in connection with development or uses of the Replatted Area, including without limitation sewers, utilities, roads, parking, or other infrastructure or improvements, shall be granted by instruments separate from the final plat, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City. Any proposed modification of any Easements shall be subject to approval of, and in form and content satisfactory to, the City Engineer, and recording of the modification by the Subdivider immediately after said approval is provided. In addition to, and not in limitation of, any provisions of this Section 12, the Property and Replatted Area shall be subject to such additional easements as specified by the final plat or other documents filed with the Sarpy County Register of Deeds from time to time, including without limitation, a permanent reciprocal parking easement pursuant to Note 4 of the final plat, which provides for common, shared usage by pedestrians and vehicles of all drives and parking areas within the Replatted Area for ingress, egress, and parking of vehicles of owners, tenants, licensees, employees, directors, officers, agents, contractors, customers, vendors, suppliers, visitors and invitees of or to any lot within the Replatted Area ("Cross-Parking Easement"). Easements provided in the final plat shall be effective upon filing the final plat with the Sarpy County Register

of Deeds. The Cross-Parking Easement shall be subject to any conditions specified in the Covenants (defined in Section 15 below).

13. Special Assessments. If the lots within the Replatted Area are subject to special assessments that have been levied, prior to delivery of the plat to Developer, Developer shall have either (1) paid all installments and accrued interest on such special assessments in full, or (2) have paid the principal and all accrued interest to date on delinquent installments and shall have reapportioned the remaining principal and interest thereon to the lots as configured by the final plat. Such reapportionment shall be computed in a manner acceptable to the City Engineer. Such written reapportionment agreement and recording thereof with the County Treasurer's written acceptance thereof shall be provided to City by Subdivider at Subdivider's expense.
14. Ownership Representation. Southport West Partners, LLC, by signing below and the Final Plat of Southport West Replat Nine, does warrant and represent that it has executed the Final Plat and this Agreement by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the Replatted Area at date of execution and recording of this Agreement and the final plat with the Sarpy County Register of Deeds, which shall occur contemporaneously before conveyance of any lot or interest in the Replatted Area.
15. Restrictive Covenants. Subdivider submitted proposed Declaration of Easements and Maintenance Agreements for Southport West Replat Nine, which are attached as Exhibit "K" ("Covenants"). As a condition of releasing the final plat to Subdivider for recording, the Covenants, with such additions, subtractions, or modifications as the City Engineer determines necessary or advisable, shall be executed and recorded by Subdivider as Declarant and sole owner of property in the Replatted Area, contemporaneously with the final plat and before any conveyance of any real property or interest in real property within the Replatted Area. The Covenants, in addition to provisions expressly set forth therein, shall be deemed to include covenants of required compliance with all (i) federal, state, county and city ordinances and regulations applicable to the property within the Replatted Area, (ii) requirements of this Agreement and (iii) other applicable requirements connected with maintenance, repair, replacement, ingress, egress, or use of common areas, infrastructure, or improvements. If Subdivider fails to timely and fully perform any of the Covenants regarding maintenance, repair, or replacement of the Replatted Area, the City, at its option but without any duty, may itself take such curative or remedial action as it determines appropriate, or cause such action to be taken, and assess any cost thereof against the Subdivider and applicable property within the Replatted Area, which assessment shall be a lien against such property and accrue interest at the maximum rate of interest allowed under applicable Nebraska Revised Statutes, as amended from time to time.
16. Covenants Running With the Land. The final plat and this Agreement and the obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded by Subdivider with the Register of Deeds of Sarpy County, Nebraska, and shall be

binding, jointly and severally, upon the Subdivider and Association, and all of their respective successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against any property within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider or Association. City shall have the right, but not the obligation, to enforce any and all covenants. It is further agreed that after City releases the final plat and this Agreement for recording, Subdivider promptly, and before any conveyance of real property within the Replatted Area or any interest therein, will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska. It is expressly agreed, however, that City shall not release the final plat or this Agreement for recording until City is satisfied that Subdivider concluded (closed), or made arrangements satisfactory to the City to conclude (close), transactions required for the actual construction of Private Improvements within the Replatted Area to commence. It is further expressly agreed that, if the condition described in the immediately preceding sentence has not occurred within twelve (12) months after the date of this Subdivision Agreement, Subdivider shall not be entitled without the written consent of the City and any amendments of this Agreement or the Replat as the City Engineer determines necessary, to move forward with the project. Provided, however, the City Administrator periodically may extend the time for performance under this Section 16.

17. Exhibit Summary. The Exhibits attached hereto and incorporated herein by this reference and made a part hereof, are as follows, the final form and content of which shall be subject to such additions, subtractions, or modifications as Developer or City staff determine necessary or appropriate and are satisfactory to the City Engineer:

Exhibit "A":	Land survey certificate showing boundary area to be replatted. Drawing and legal description.
Exhibit "B":	Replat of the area to be developed.
Exhibit "C":	Private Improvements
Exhibit "D":	Post Construction Storm Water Management Plan
Exhibit "E":	Post-Construction Storm Water Management Plan
	Maintenance Agreement
Exhibit "F":	Public Access Roads and Driveways
Exhibit "G":	Sewer Connection Agreement dated _____
Exhibit "H":	Easements
Exhibit "I":	125th Street Crosswalk Improvements
Exhibit "J":	Giles Road Crosswalk Improvements
Exhibit "K":	Declaration of Easements and Maintenance
	Agreements for Southport West Replat Nine
Exhibit "L"	Planned Unit Development Site Plan
Exhibit "M"	Sidewalks
Exhibit "N"	Public Improvements

18. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
19. Incorporation of Recitals. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.
20. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.
21. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
22. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters expressly set forth in the provisions of this Agreement. The Agreement only may be amended by a written amendment executed by all parties. Headings of this Agreement solely are for convenience and shall not be used to construe meaning of any terms or conditions.
23. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.
24. This Agreement shall be governed by Nebraska law. Any claim or dispute arising out of or resulting from this Agreement shall be filed and resolved in and by the District Court of Sarpy County, Nebraska. Each party agrees that it shall not directly or indirectly contest or challenge jurisdiction or venue of or in such Court.
25. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

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

[SIGNATURE PAGES FOLLOW]



By: \_\_\_\_\_  
NAME OF SIGNATOR

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

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

- 12 -



# CITY OF LA VISTA

ATTEST:

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk

## ACKNOWLEDGMENT OF NOTARY

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_, personally known by me to be the Mayor of the City of La Vista and \_\_\_\_\_, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

Notary Public



**EXHIBIT “A”**





**EXHIBIT “B”**

USER: dshattings

DWG: F:\2022\0501-01000\022-00684\40-Design\Survey\SVY\Sheets\Final\PLAT\_V\_PLAT\_SOUTHPORT WEST REPLAT NINE\_02200684.dwg  
DATE: Apr 26, 2022 10:14m  
XREFS: V\_02200684 C\_PBASE\_02200684

## ALSO LOCATED IN:

NW 1/4 SE 1/4 18-14-12  
SW 1/4 SE 1/4 18-14-12  
SE 1/4 SE 1/4 18-14-12SOUTHPORT WEST REPLAT NINE  
LOTS 1 THRU 4 AND OUTLOT A

A TRACT OF LAND BEING A REPLAT OF LOTS 23 THRU 26, SOUTHPORT WEST AND LOT 1, SOUTHPORT WEST REPLAT FOUR, BOTH PLATTED AND RECORDED SUBDIVISIONS IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, SOUTHPORT WEST PARTNERS, LLC, OWNERS OF THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SOUTHPORT WEST REPLAT NINE, LOTS 1 THRU 4 AND OUTLOT A, AND WE DO HEREBY RATIFY AND APPROVE THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT. PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERCT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A (5) FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN (8) EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT OF OMAHA AND BLACK HILLS NEBRASKA GAS UTILITY, LLC, THEIR SUCCESSORS AND ASSIGNS, TO ERCT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A (5) FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREETS, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, WE DO SET OUR HANDS

SOUTHPORT WEST PARTNERS, LLC

PATRICK J. KERRIGAN  
PRESIDENT

## ACKNOWLEDGEMENT OF NOTARY

STATE OF \_\_\_\_\_ SS  
COUNTY OF \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED, PATRICK J. KERRIGAN, KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID MANAGER.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND 2022 LAST ABOVE MENTIONED.

NOTARY PUBLIC

## EXISTING EASEMENTS

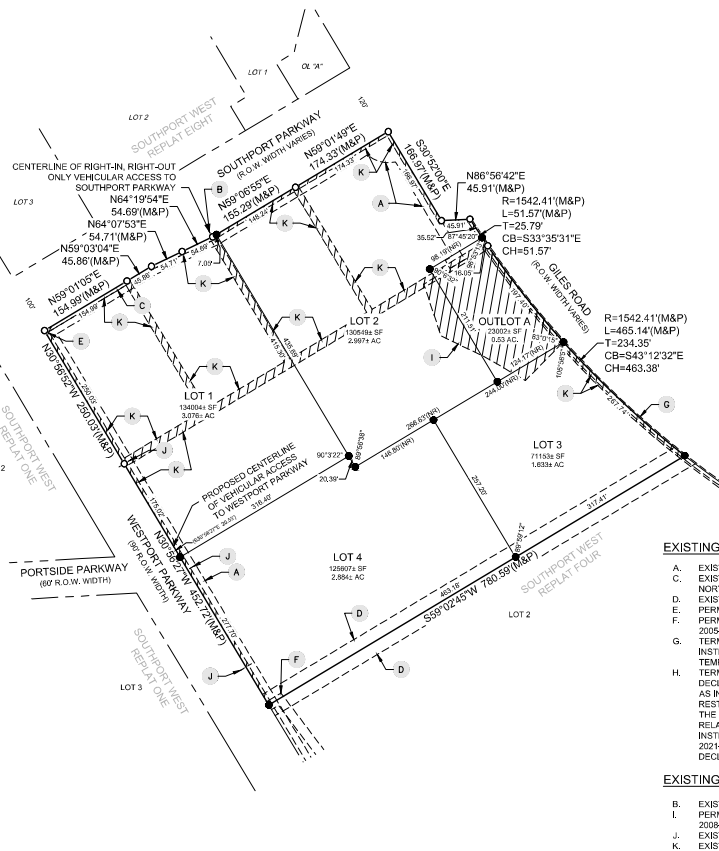
- EXISTING PERMANENT LANDSCAPE AND SIGN EASEMENT GRANTED TO S.I.D. NO. 253, INSTRUMENT NO.'S 2005-21955 AND 2008-05315.
- EXISTING 5.00' WIDE PERMANENT M.U.D. CONSTRUCTION AND MAINTENANCE OF WATER MAINS AND RELATED FACILITIES EASEMENT ON THE NORTHERLY 5.00 FEET OF LOTS 25 AND 26, SOUTHPORT WEST, INSTRUMENT NO. 2005-30969.
- EXISTING 20.00 FOOT VIDE PERMANENT INGRESS/EGRESS AND STORM SEWER EASEMENT NO. 2008-18321.
- PERMANENT SIDEWALK EASEMENT GRANTED TO S.I.D. NO. 253 AND TO THE CITY OF LA VISTA, INSTRUMENT NO. 2005-23675.
- PERMANENT 15.00 FOOT WIDE STORM SEWER EASEMENT GRANTED TO S.I.D. NO. 253 AND THE CITY OF LA VISTA, INSTRUMENT NO.'S 2005-21955 AND 2008-05315.
- TERMS, PROVISIONS, CONDITIONS, RESTRICTIONS AND EASEMENTS SET FORTH IN THE RETURN OF APPRAISERS RECORDED JULY 23, 1992 AT INSTRUMENT NO. 1985-28397 OF THE RECORDS OF SARPY COUNTY, NEBRASKA, INCLUDING BUT NOT LIMITED TO RESTRICTIONS ON ACCESS, TEMPORARY EASEMENTS AND RESERVATION OF MINERAL RIGHTS.
- TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SOUTHPORT WEST SUBDIVISION RECORDED JULY 5, 2005 AS INSTRUMENT NO. 2005-22478 OF THE RECORDS OF SARPY COUNTY, NEBRASKA, BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS AMENDED BY THE FIRST AMENDMENT AT INSTRUMENT NO. 2006-17152, THE SECOND AMENDMENT AT INSTRUMENT NO. 2015-32100, AND THE THIRD AMENDMENT AT INSTRUMENT NO. 2021-22694 AND AS ASSIGNED AT INSTRUMENT NO'S. 2006-19335 AND 2008-08866 AND AS RATIFIED BY CONSENT TO AND RATIFICATION OF DECLARATION RECORDED JULY 5, 2005, AT INSTRUMENT NO. 2005-22497, (BLANKET TYPE EASEMENT).

## EXISTING EASEMENTS (TO BE VACATED)

- EXISTING CENTERLINE OF RIGHT-OUT ONLY VEHICULAR ACCESS TO SOUTHPORT PARKWAY (INST. NO. 2008-05315).
- PERMANENT DRAINAGE DETENTION EASEMENT GRANTED TO S.I.D. NO. 253 AND THE CITY OF LA VISTA, INSTRUMENT NO.'S 2005-21955 AND 2008-05315.
- EXISTING CENTERLINE OF UNRESTRICTED FULL ACCESS FOR VEHICULAR INGRESS/EGRESS INSTRUMENT NO.'S 2005-21955 AND 2008-05315.
- EXISTING DEDICATED UTILITY EASEMENTS, INSTRUMENT NO. 2005-21955.

## SURVEYOR'S CERTIFICATION

I, TERRY L. ROTHANZ, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS SOUTHPORT WEST REPLAT NINE, LOTS 1 THRU 4 AND OUTLOT A BEING A REPLAT OF LOTS 23 THRU 26, SOUTHPORT WEST AND LOT 1, SOUTHPORT WEST REPLAT FOUR, BOTH SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, CONTAINING 11.119 ACRES, MORE OR LESS.

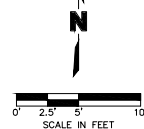
TERRY L. ROTHANZ  
NEBRASKA L.S. 60704-25-2022  
DATE

## LEGEND

- FOUND 5/8" REBAR (UNLESS OTHERWISE NOTED)
- SET 5/8" REBAR W/ CAP L.S. 607
- (P) MEASURED DISTANCE
- PLATTED DISTANCE
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- EXISTING EASEMENT (TO BE VACATED)

## NOTES

- ALL INTERNAL LINES ARE RADIAL/PERPENDICULAR UNLESS OTHERWISE NOTED AS NON-RADIAL (NR).
- ALL INTERNAL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- ANGLES MEASURED ADJACENT TO CURVES ARE MEASURED TO THE CHORD OF SAID CURVE.
- PERMANENT RECIPROCAL PARKING ACCESS IS ALLOWED OVER AND ACROSS LOTS 1 THRU 4 AND OUTLOT A.
- NO DIRECT ACCESS SHALL BE PERMITTED onto GILES ROAD FROM LOTS 2, 3 AND OUTLOT A.



## LIEN HOLDER CONSENT

THE UNDERSIGNED HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS SOUTHPORT WEST REPLAT NINE, LOTS 1 THRU 4 AND OUTLOT A (HEREINAFTER "PLAT"), SAID LIEN BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA AS INSTRUMENT NO. \_\_\_\_\_ (HEREINAFTER "LIEN") DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND ENCUMBRANCES OF ACCESS, DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

(NAME OF LIEN HOLDER) \_\_\_\_\_

BY: \_\_\_\_\_

(PRINT THE NAME OF INDIVIDUAL)

TITLE: \_\_\_\_\_

## ACKNOWLEDGEMENT OF NOTARY

STATE OF \_\_\_\_\_ SS  
COUNTY OF \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED,

WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID \_\_\_\_\_

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND 2022 LAST ABOVE MENTIONED.

NOTARY PUBLIC \_\_\_\_\_

## REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF SOUTHPORT WEST REPLAT NINE, LOTS 1 THRU 4 AND OUTLOT A WAS REVIEWED BY THE SARPY COUNTY PUBLIC WORKS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

SARPY COUNTY PUBLIC WORKS \_\_\_\_\_

## SARPY COUNTY TREASURER'S CERTIFICATE

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

SARPY COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

## APPROVAL BY LA VISTA CITY PLANNING COMMISSION

THE PLAT OF SOUTHPORT WEST REPLAT NINE, LOTS 1 THRU 4 AND OUTLOT A WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CHAIRPERSON, LA VISTA PLANNING COMMISSION \_\_\_\_\_

## ACCEPTANCE BY LA VISTA CITY COUNCIL

THE PLAT OF SOUTHPORT WEST REPLAT NINE, LOTS 1 THRU 4 AND OUTLOT A WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

MAYOR \_\_\_\_\_

ATTEST CITY CLERK \_\_\_\_\_

olsson

2111 South 67th Street, Suite 200  
Omaha, NE 68106  
TEL 402.341.1116  
FAX 402.341.9865  
www.dbrson.com

REVISIONS DESCRIPTION

DATE

REV. NO.

FINAL PLAT

SOUTHPORT WEST REPLAT NINE  
LOTS 1 THRU 4 AND OUTLOT A

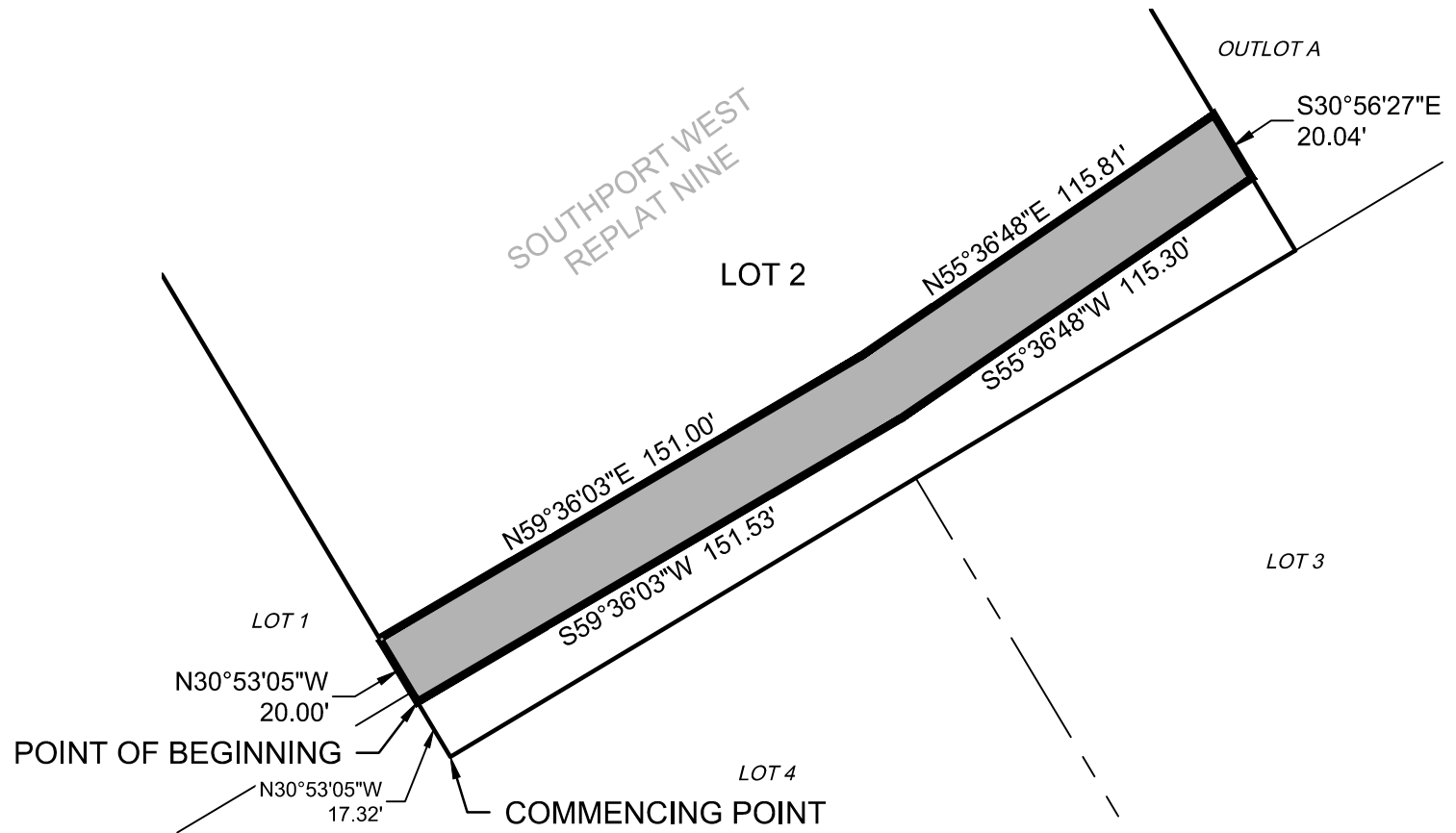
SARPY COUNTY

LA VISTA, NEBRASKA

drawn by: DSH  
checked by: EW  
approved by: TLR  
CADD by: TLR  
project no.: 022-00684  
drawing no.:  
date: 04-25-2022

SHEET  
1 of 1

**EXHIBIT “C”**



### LEGAL DESCRIPTION

A 20.00 FOOT WIDE STORM SEWER EASEMENT LOCATED IN LOT 2, SOUTHPORT WEST REPLAT NINE, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, SOUTHPORT WEST REPLAT NINE, THENCE ON THE WEST LINE OF SAID LOT 2 ON AN ASSUMED BEARING OF N30°53'05\"W, 17.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID WEST LINE OF LOT 2 N30°53'05\"W, 20.00 FEET; THENCE N59°36'03\"E, 151.00 FEET; THENCE N55°36'48\"E, 115.81 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE ON SAID EAST LINE OF LOT 2 S30°56'27\"E, 20.04 FEET; THENCE S55°36'48\"W, 115.30 FEET; THENCE S59°36'03\"W, 151.53 FEET TO THE POINT OF BEGINNING.

SAID 20.00 FOOT WIDE STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 5,336.36 SQUARE FEET OR 0.123 ACRES, MORE OR LESS.

PROJECT NO: 020-02003

DRAWN BY: DSH

DATE: 04/25/2022

## STORM SEWER EASEMENT

**olsson**

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

EXHIBIT

C

## EXHIBIT “D”



EXHIBIT D

# **SOUTHPORT SOUTH – DRAINAGE REPORT**

**Prepared For:**

City of La Vista

March 2022

Olsson Project No. 022-00684



# TABLE OF CONTENTS

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## **Appendices**

Appendix A: Drainage Area Map

Appendix B: Drainage Basin Outlet Structure Detail

Appendix C: HydroCAD Report

Appendix D: UDFCD Water Quality Plate Design Spreadsheet (Version 3.0)

## **Executive Summary**

This report contains basic data about the site, drainage basin identification information, drainage calculations, the post-construction stormwater management plan, and the 100-year overflow path. This report demonstrates that the proposed drainage system for this project meets the City of La Vista's current stormwater requirements including detention for the 2-, 10-, and 100-year storm events and applicable water quality standards. All required supporting documents can be found in the appendices.

This System Wide Drainage Report is being provided for the entire Southport South area. The project is located at the Southwest corner of Southport Parkway & Giles Road. The existing site consists of two drainage basins. The assumptions on pre-developed runoff rates for each discharge location should remain generally the same. In the proposed condition, drainage is directed into three (3) dry detention basin via overland flow and storm sewer piping as shown on the attached plan. Water quality requirements will be met with engineered outlet structure outlet structures within the ponds.



## **A. BASIC SITE DATA:**

### **A.1. Site Information**

- Existing Use: Agricultural Use
- Proposed Use: Industrial
- Property/Project Area: 22.32 Acres
- Disturbed Area (Including Off-site Area): 11.12 Acres

### **A.2. Methodology/Assumptions**

- Basin Runoff and Detention Calculations: SCS Method, 2, 10, 100-year storms.
- Water Quality Calculations: Volume and Flow Rate Methods.
- Storm Sewer Sizing:
  - Rational Method, 10-year storm
  - Runoff Coefficient & Rainfall Intensity: Omaha Regional Stormwater Design Manual
  - RCP Pipe:  $n=0.012$
  - HDPE Pipe:  $n=0.012$ .
- References:
  - Omaha Regional Stormwater Design Manual (2014)
  - UDFCD Water Quality Plate Design Spreadsheet (Version 3.0)
- Software:
  - HydroCAD (Version 10.00-24)

## **B. DRAINAGE BASIN IDENTIFICATION**

The existing drainage basins are described in Table 1 below. Reference Appendix “A” for Drainage Basin Maps.

<b>Table 1: Existing Drainage Basin Descriptions</b>		
<b>Basin Name</b>	<b>Basin Description</b>	<b>Discharge Location</b>
EX-A1	Drainage Basin EX-A1 is approximately 24.17 acres in total. A majority of stormwater drains via overland flow to the South where it is drains to an existing detention basin, and discharges to Discharge Location A.	A
EX-B1	Drainage Basin EX-B1 is the largest drainage basin. The drainage area is approximately 32.27 acres in total. A majority of stormwater drains via overland flow to the South where it is drains to an existing detention basin, and discharges to Discharge Location B.	B

The proposed drainage basins are described in Table 2 below. Reference Appendix “A” for Drainage Basin Maps.

<b>Table 2: Proposed Drainage Basin Descriptions</b>		
<b>Basin Name</b>	<b>Basin Description</b>	<b>Discharge Location</b>
PR-A1	Drainage Basin EX-A1 is approximately 20.94 acres in total. A majority of stormwater drains via overland flow to the South where it is drains to a dry detention cell. This detention cell will treat and detain the stormwater runoff before discharging through a custom outlet structure to Discharge Location A.	A
PR-A2	Drainage Basin PR-A2 is approximately 8.37 acres in total. The drainage area is collected by a series of curb inlets where it is discharged into a dry detention cell. This detention cell will treat and detain the stormwater runoff before discharging through a custom outlet structure to Discharge Location A.	A
PR-B1	Drainage Basin EX-B1 is the largest drainage basin. The drainage area is approximately 22.82 acres in total. A majority of stormwater drains via overland flow to the South where it is drains to an existing detention basin, and discharges to Discharge Location B.	B
PR-B2	Drainage Basin PR-B2 is a small drainage basin that consist of approximately 2.85 acres in total. The drainage area is collected by a series of curb inlets where it is discharged into a dry detention cell. This detention cell will treat and detain the stormwater runoff before discharging through a custom outlet structure to an existing detention basin and finally discharging to Discharge Location B.	B

### C. DRAINAGE CALCULATIONS:

The drainage calculations are summarized in Table 3 below. Reference Appendix "B" for HydroCAD Summary Sheets.

<b>Table 3: Drainage Summary Table</b>				
<b>Basin</b>	<b>Area (Ac.)</b>	<b>Q<sub>2</sub> (cfs)</b>	<b>Q<sub>10</sub> (cfs)</b>	<b>Q<sub>100</sub> (cfs)</b>
<b>Existing Basins</b>				
EX-A1	24.10	65.65	95.20	127.07
EX-B1	34.03	44.81	82.48	124.74
<b>Total</b>	<b>58.13</b>	<b>103.61</b>	<b>174.87</b>	<b>249.85</b>
<b>Proposed Basins</b>				
PR-A1	20.79	50.67	79.03	115.88
PR-A2	8.37	24.47	39.54	59.06
PR-B1	22.82	55.61	86.75	127.19
PR-B2	2.85	9.39	14.94	22.13
<b>Total</b>	<b>54.83</b>	<b>77.91</b>	<b>147.69</b>	<b>236.06</b>

<sup>(1)</sup> Reference HydroCAD Summary Report



## **D. POST-CONSTRUCTION STORM WATER MANAGEMENT PLAN:**

### **D.1. Requirements**

According to the City of La Vista's Post Construction Stormwater Management Guidance, the requirements include detention and water quality treatment:

- Detention: "No net increase" in the 2, 10, and 100-year events.
- Water Quality Treatment: First ½" of runoff volume

### **D.2. Detention Summary**

- Basin PR-A2: BMP 1 – extended dry detention basin.
- Basin PR-B1: BMP 2 – extended dry detention basin.

### **D.3. Water Quality Treatment Summary**

- Basin PR-A2: BMP 1 – extended dry detention basin.
- Basin PR-B1: BMP 2 – extended dry detention basin

### **D.4. BMP 1: Detention Pond #1**

- Basin: BMP-1
- Design: The bottom and top elevations of Detention Pond #1 are 1073.00' and 1082.00' respectively. A 30" diameter ADS Beehive nyloplast outlet structure will provide water quality in addition to controlling runoff rates. Water quality shall be provided for 29.16 acres of disturbed area.
- Required water quality storage volume: 52,925 CF (29.16 acres x 1,815 CF/ACRE)
- Proposed Water Quality Capture Volume: 109,101 CF @ EL: 1108.00'
- Reference Appendix "B" for Pond Outlet Structure Detail.
- Reference Appendix "C" for HydroCAD Results.
- Reference Appendix "D" for UDFCD Water Quality Plate Design Spreadsheet (Version 3.0)

### **D.5. BMP 2: Detention Pond #2**

- Basin: BMP-2
- Design: The bottom and top elevations of Detention Pond #1 are 1068.00' and 1075.00' respectively. A 30" diameter ADS Beehive nyloplast outlet structure will provide water quality in addition to controlling runoff rates. Water quality shall be provided for 2.85 acres of disturbed area.
- Required water quality storage volume: 5,173 CF (4.89 acres x 1,815 CF/ACRE)
- Proposed Water Quality Capture Volume: 21,664CF @ EL: 1108.00'
- Reference Appendix "B" for Pond Outlet Structure Detail.
- Reference Appendix "C" for HydroCAD Results.
- Reference Appendix "D" for UDFCD Water Quality Plate Design Spreadsheet (Version 3.0)

## **EXHIBIT “E”**

## POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

LAV-20211102-6164

**WHEREAS**, Southport Parkway LLC (hereinafter referred to as Property Owner) recognizes that stormwater management facility (hereinafter referred to as “the Facility”, and defined as the specific infrastructure and improvements required to maintain compliance with the PCSMP) must be maintained for the development located at Southport West Replat Nine, Outlot A in the zoning jurisdiction of the City of La Vista , Sarpy County, Nebraska; and,

**WHEREAS**, the Property Owner (whether one of more) is the owner of the property described on Exhibit “A” attached hereto (hereinafter referred to as “the Property”), and,

**WHEREAS**, the City of La Vista (hereinafter referred to as “the City”) requires and the Property Owner, and its administrators, executors, successors, heirs, tenants or assigns, agree that the health, safety and welfare of the citizens of the City require that the Facility be constructed and maintained on the property, and,

**WHEREAS**, the Post Construction Stormwater Management Plan, (hereinafter referred to as “PCSMP”), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

**NOW, THEREFORE**, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Property Owner agrees as follows:

1. The Facility shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the “BMP Maintenance Requirements”, attached here to as Exhibit “B”, which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the Facility and include a schedule for implementation of these practices. The BMP Maintenance Requirements shall indicate that the Facility shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City. Records shall be maintained for a period of three years.
3. Except as otherwise set forth herein, the Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the Facility in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, tenants, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the Facility whenever the

City deems necessary, on the condition that the City will maintain commercially reasonable access to the Property Owner, its successors, contractors, tenants, and invitees. In the event of The City's inspection may restrict or otherwise limit access to any portion of the Property, the City shall coordinate with the Property Owner to accommodate commercially reasonable access throughout the Property while facilitating the City's inspection. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary, The City will require the Property Owner to provide, within 7 calendar days from the date of City's written directive, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a commercially reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the Facility within a commercially reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.
6. The City or its designee shall have the right to recover from the Property Owner any and all commercially reasonable costs the City expends to maintain or repair the Facility or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both..
7. The Property Owner shall not obligate the City to maintain or repair the Facility, and the City shall not be liable to any person for the condition or operation of the Facility.
8. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the Facility by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be

responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all commercially reasonable costs and expenses directly associated with the operation, maintenance, or replacement of the Facility except to the extent caused by the negligence, intentional act, or failure to act on the part of the City.

9. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
10. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### INDIVIDUAL, PARTNERSHIP and/or CORPORATION

\_\_\_\_\_  
Name of Individual, Partnership and/or Corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Individual, Partnership and/or Corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

## ACKNOWLEDGMENT

\_\_\_\_\_) )  
State

\_\_\_\_\_) )  
County

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, a Notary Public, in  
and for said County, personally came the above named: \_\_\_\_\_

who is (are) personally known to me to be the identical person(s) whose name(s) is (are)  
affixed to the above instrument and acknowledged the instrument to be his, her (their)  
voluntary act and deed for the purpose therein stated.

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

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

\_\_\_\_\_  
Notary Seal



## **Exhibit "A"**

### **Insert Real Property Depiction**

#### **PROJECT INFORMATION**

Legal Description: Southport West Replat Nine, Lots 1, 2, 3, 4, & Outlot A  
Property Address: SWC of Southport Parkway & Giles Road  
Subdivision Name: Southport West  
Sect.-Town-Rng.: 18-14N-12E

#### **APPLICANT INFORMATION**

Business Name: Southport West Partners, LLC  
Business Address: 832 S. 249th Street Waterloo, NE 68069  
Contact Representative's Name: Pat Kerrigan  
Contact Representative's Phone Number:  
Signing Representative's Name: Pat Kerrigan

## Exhibit "B"

### Insert BMP Maintenance Requirements

#### Name & Location

Project Name: Southport South

Address: SWC of Southport Parkway & Giles Road

PCWP Project Number: \_\_\_\_\_

PCSMP Project Number: \_\_\_\_\_

#### Site Data

Total Site Area: 11.12

Total Disturbed Area: \_\_\_\_\_

Total Undisturbed Area: \_\_\_\_\_

Impervious Area Before Construction: \_\_\_\_\_

Impervious Area After Construction: \_\_\_\_\_

#### BMP Information

BMP ID	TYPE OF BMP	Northing/Easting
BMP #1	Dry Detention Basin	41° 10' 46"N 96° 6' 20W

#### Routine Maintenance and Tasks Schedule

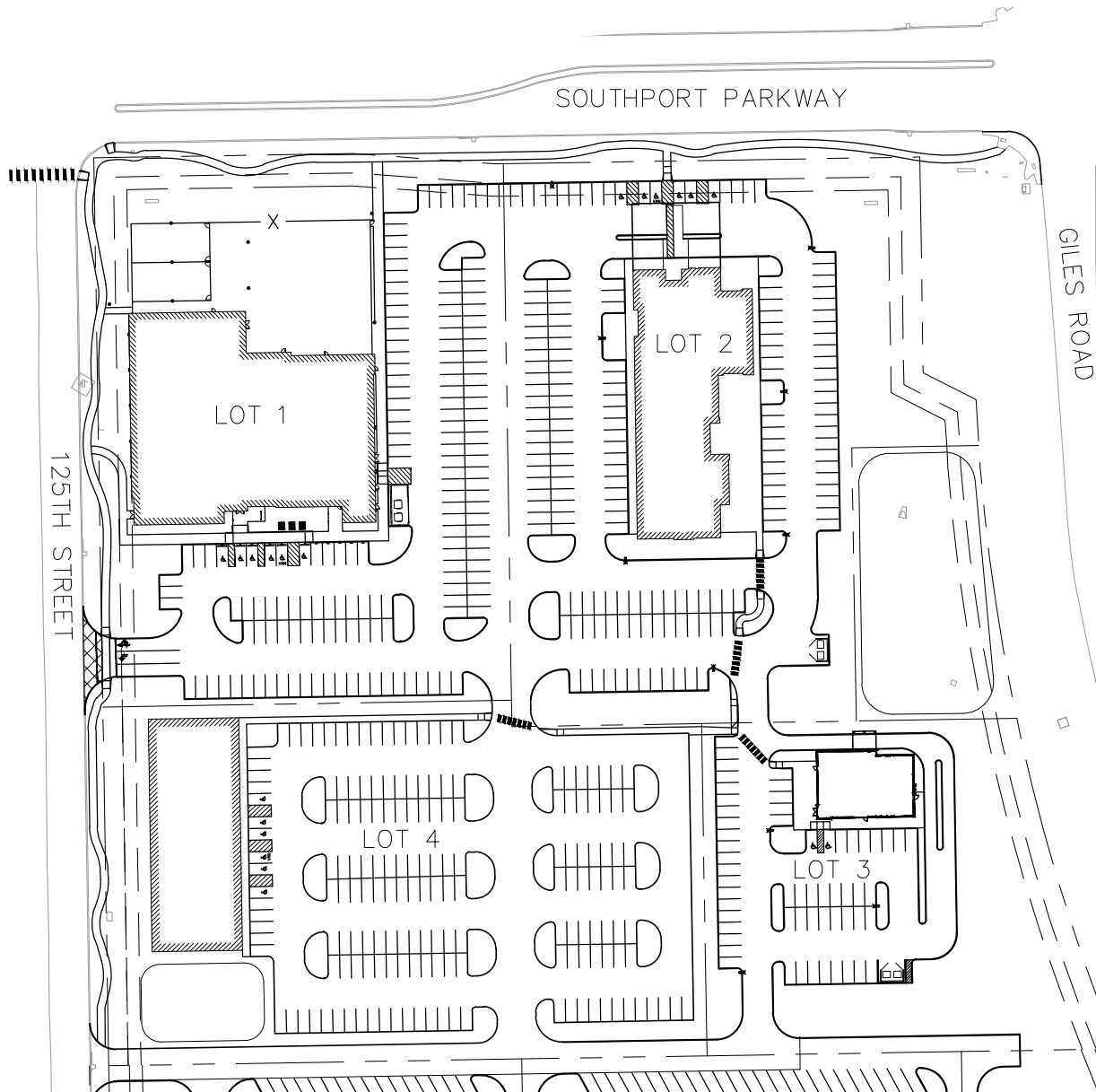
##### Dry Detention Basin/Pond Maintenance Tasks and Schedules

Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Basin inspection and cleanout	Annually – remove sediment when 25% of storage volume has been lost below elevation 1,120.75'
Remove woody vegetation along embankment	Annually

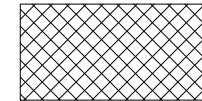
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace filtration riprap that has been choked with sediment	As needed
Security	As needed

Inspection Reports should be completed and kept on file with the Inspector and at the store location. Reports should be kept for a minimum of five years.

**EXHIBIT “F”**



# LEGEND



PUBLIC ACCESS  
AREAS



NOT TO SCALE



PROJECT NO: 022-00684

DRAWN BY: ELW

DATE: 06/28/2022

## PUBLIC ACCESS ROADS OR DRIVEWAYS

**olsson**

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

EXHIBIT

F

**EXHIBIT “G”**

Southport West Replat Nine, Lots 1, 2, 3, & 4  
SEWER CONNECTION AGREEMENT  
 (Sanitary Sewer System)

THIS AGREEMENT, made and entered into in La Vista, Nebraska, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), and Southport West Partners, LLC, a Nebraska limited liability company (hereinafter referred to as "Owner");

\_\_\_\_\_  
 W I T N E S S E T H:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewer services within Southport West Replat Nine, Lots 1, 2, 3, & 4, a subdivision, shown on Exhibit "A" hereto; and

WHEREAS, Owner desires to provide for the flow, transportation and handling of sewage collected in or flowing into the sanitary sewer services constructed or to be constructed by it, and has requested the City to permit flowage thereof into the City sewerage system, and to provide for the processing of such sewage.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto, the sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows:

I

For the purposes of this Agreement, the term "sewer system of the Owner" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer services and appurtenances thereto which are shown on Exhibit "B" attached hereto.

For the purposes of this Agreement, the following, whether now in existence or hereafter constructed, shall be deemed a part of the sewer system of the City:

- A. Any sanitary sewer or system of sanitary sewers owned by the City; and
- B. Any sanitary sewer or system of sanitary sewers not a part of the sewer system of the Owner and not owned by City, but through which City has an easement, license or other right or other license to transport sanitary sewage.

II

Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Owner to connect the sanitary sewer system of the Owner to the sanitary sewer system of the City in such manner and at such place or places as designated on plans submitted by the Owner and approved by the City.

III

Owner expressly promises, warrants, covenants and agrees that:

- A. The sewer system of the Owner will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City and in



strict accordance with the minimum standards and requirements of construction adopted by City.

- B. The sewer system of the Owner shall be designed and constructed, and as required reconstructed, at the expense of Owner and the property therein and at no expense to the City.
- C. The sewer system of the Owner shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City, with reference to use, operation and maintenance of the system.
- D. The sewer system of the Owner shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The Owner's obligation in this connection shall survive the term of this Agreement to the extent provided in Paragraph IV, *infra*.
- E. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system of the Owner which will, in the opinion of City's engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, the Owner will, on notice thereof, promptly correct said defect.
- F. In the event the Owner for any reason fails in any respect as to its covenants contained in this Paragraph III, then City may, at its option, perform such maintenance and repair or correct such defects and the Owner, upon written demand by City, shall promptly reimburse City for all work, services, materials and other expenses incurred or expended by City in connection therewith.
- G. At all times all sewage flowing into, passing through or from the sewer system of the Owner shall be in conformity with the ordinances, regulations and conditions applicable to sewage and sewers within the City, as they may change from time to time. In no event shall Owner, without prior written consent of City, permit or suffer any type of sewage to flow into, pass through or from the sewerage system of the Owner, in violation of such ordinances, regulations and conditions.
- H. In respect to any industrial use or connection to the sewer system of the Owner, the City may condition such approval upon such terms as it deems necessary to protect the sewer systems of the Owner and the City.

In furtherance of the foregoing, the Owner shall, whenever necessary, provide at their expense such preliminary treatment as may be necessary to meet the applicable ordinance, regulation or condition. Such preliminary treatment facilities shall be maintained continuously in satisfactory and effective operation at no expense to the City.

The Owner shall allow any duly authorized representative of City to enter upon such property at reasonable times for the purpose of inspection, observation, measurements, sampling and testing of sewage.

- I. The Owner shall not cause, suffer or permit to be connected to the sewer system of the Owner any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- J. The Owner is, or at time of construction will be, the Owner of the entire proposed sanitary sewer system situated within its boundaries.
- K. The Owner will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the Owner, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the Owner, in doing any work or construction of the sewer system of the Owner, or by or in consequence of any performance of the obligations of this Agreement.

- L. The Owner shall promptly file all reports, pay all connection fees and perform all other obligations of the Owner provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- M. Subject to the provisions of Paragraph V, *infra*, the Owner is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph V, *infra*, hereinafter made and adopted by City or Sarpy County.
- N. Any water distribution system serving the Owner shall be constructed and operated by the Metropolitan Utilities District.

## IV

The herein granted easements and licenses to City and the herein contained covenants of perpetual maintenance and repair by the Owner shall be perpetual, notwithstanding the fact that this Agreement is for a term of 20 years.

## V

Owner further expressly promises, warrants, covenants and agrees that no connection shall be made to the sewer system of the City until a permit therefore shall have been obtained from City and the appropriate connection fee paid to City. Owner shall:

- A. Require the person, firm or entity to whose property the connection is being made to:
  - 1. pay to City the applicable sewer connection fees as prescribed by the ordinances of the City of La Vista in effect at the time of the connection;
  - 2. obtain from the City a permit to so connect, as may be required by the ordinances of the City of La Vista in effect at the time of the connection.
- B. Enter into agreements as shall be necessary to:
  - 1. assure the said obtaining of a permit from City and payment of connection fees to City;
  - 2. require the disconnection of any connection made to the sewer system of the City which shall have been made without the proper permit from the City and payment of connection fees to City;
  - 3. assure that all connections to the sewer system of the City will be made in accordance with applicable ordinances, regulations and specifications.
- C. Upon the demand of City, the Owner shall pay to City the amount of any connection fee owing City for any connection to the sewer system of the Owner or of the City which shall not have been previously paid to the City by the person, firm or entity to whose property the connection shall have been made.
- D. Upon notice by City, the Owner shall immediately cause to be disconnected any connection to the sewer system which has been made without the required permit from the City or which is in contravention of the ordinances, regulations or specifications of the City of La Vista pertaining to sewer connections.

## VI

The Owner shall facilitate collection of sewer service and sewer use fees as may be prescribed by City ordinance. Except as may be otherwise provided by City, such fees shall be based upon water consumption with chargeable water flow computed in the manner employed by Metropolitan Utilities District, which shall collect sewer service or use fees in conjunction with its collection of charges for water use.

## VII

In the event of the Owner's breach of any of the terms and conditions hereof or any warranty or covenant herein made by the Owner, then:

- A. In the case of a breach of any term or condition, warranty or covenant, pertaining to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, Owner shall, within five (5) days from receipt of City's notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and the Owner shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- B. In the case of any other type of breach by the Owner, the Owner shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's notice of such breach; provided however, that if the nature of Owner's breach is such that more than thirty (30) days are reasonably required for its cure, then the Owner shall not be deemed to be in breach if the Owner commenced such cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- C. In the event the Owner shall fail to cure any breach within the applicable time and manner afore-prescribed, City may:
  1. Upon giving the Owner sixty (60) days notice of City's intent to do so, City may require the Owner to disconnect the sewer system of the Owner from the sewer system of the City, or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Owner.
  2. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, City shall have the absolute right, at its option, to itself perform the work necessary for the requested corrective measures, or to complete the corrective measures commenced by the Owner, as the case may be, in either of which events the owner agrees:
    - (a) Owner shall immediately reimburse City for any and all expense incurred by City in connection therewith.
    - (b) Owner shall indemnify and hold harmless City, its officers, employees and agents, from any expenses, costs, claim, action, cause of action, or demand arising out of City's taking or completing said corrective measures.
  3. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the Owner of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Owner, by both mandatory and prohibitory injunction.

## VIII

The term of this Agreement shall be twenty (20) years from and after date hereof; provided, however, that unless one of the parties hereto shall advise the other party in writing of its desire not to do so, this Agreement shall be automatically renewed on the same terms and conditions as herein set forth for additional successive terms of twenty (20) years each. Said written advice shall be given at least six (6) months prior to the end of the original term or additional term, as the case may be, which said party giving such notice desires to be the final term of this Agreement. At the end of the final term of this agreement, whether same be at the end of the original term or at the end of a renewal term, Owner shall, at its own expense disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of Owner's sewage into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in this Agreement.

## IX

The failure of either party to exercise its rights upon any default by the other shall not constitute a waiver of such rights as to any subsequent default.

## X

A listing of the Schedule of Exhibits hereto is as follows:

Exhibit "A": Final Plat of Southport West Replat Nine  
Exhibit "B": Illustration of Sewer system of the Owner

## XI

If any provisions of this Agreement are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision and to this end, each paragraph, sentence and clause of this Agreement shall be deemed severable; provided, however, that, If in the sole opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon the Owner shall:

- A. Pay to City all sums due under the terms of this Agreement to City at the time of termination, including all connection fees and sewer use fees accrued as of said date.
- B. At Owner's own expense, disconnect, reconstruct, remove or modify such sewer mains and sewer main connections, as City shall deem necessary to prohibit the flow of the Owner's sewage into the sewer system of the City.

## XII

Both parties acknowledge and agree that this written Agreement, including all exhibits hereto, constitutes the entire agreement of the parties and that there are no warranties, representations, terms or conditions other than those set forth herein.

## XII

The provisions of this Agreement shall be binding upon the parties hereto and their successors.



Southport West Partners, LLC, a Nebraska limited liability company

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

Its: Owner

## ACKNOWLEDGEMENT OF NOTARY

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022 before me, a

Notary Public, duly commissioned and qualified in and for said County, appeared

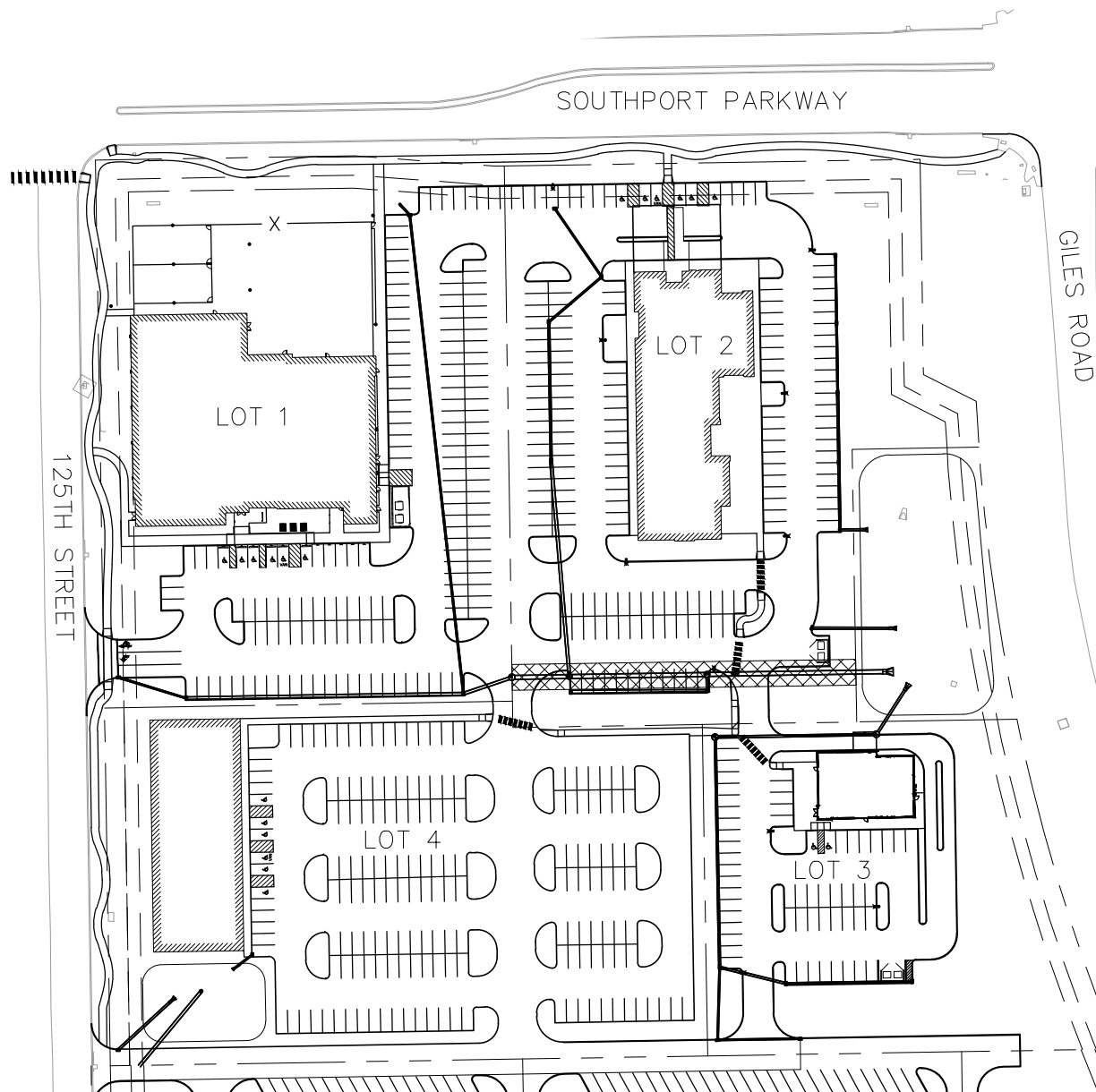
\_\_\_\_\_, Owner of Southport West Partners, LLC a Nebraska limited liability company,  
personally known to me to be  
identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution  
therof to be his voluntary act and deed, and the voluntary act and deed of said Company.

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

Notary Public

**EXHIBIT “H”**





SOUTHPORT PARKWAY

GILES ROAD

125TH STREET

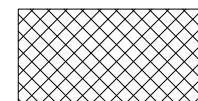
LOT 1

LOT 2

LOT 4

LOT 3

LEGEND



# STORM SEWER EASEMENT



NOT TO SCALE



PROJECT NO:	022-00684
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DRAWN BY: ELW

DATE: 06/28/2022

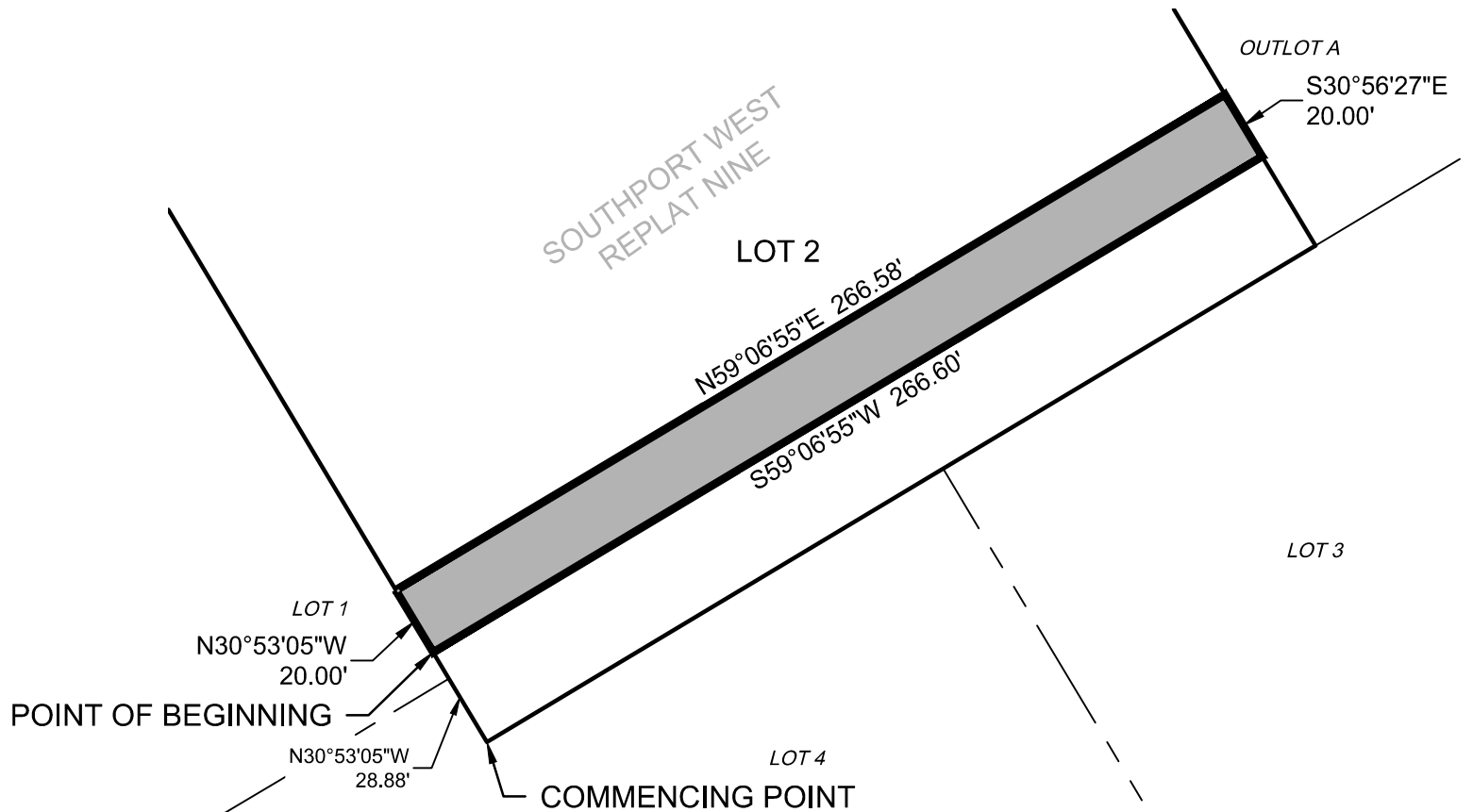
## STORM SEWER EASEMENT

**olsson**

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

EXHIBIT

H-1



### LEGAL DESCRIPTION

A 20.00 FOOT WIDE STORM SEWER EASEMENT LOCATED IN LOT 2, SOUTHPORT WEST REPLAT NINE, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, SOUTHPORT WEST REPLAT NINE, THENCE ON THE WEST LINE OF SAID LOT 2 ON AN ASSUMED BEARING OF N30°53'05"W, 28.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID WEST LINE OF LOT 2 N30°53'05"W, 20.00 FEET; THENCE N59°06'55"E, 266.58 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE ON SAID EAST LINE OF LOT 2 S30°56'27"E, 20.00 FEET; THENCE S59°06'55"W, 266.60 FEET TO THE POINT OF BEGINNING.

SAID 20.00 FOOT WIDE STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 5,331.82 SQUARE FEET OR 0.122 ACRES, MORE OR LESS.

PROJECT NO: 022-00684

DRAWN BY: DSH

DATE: 06/29/2022

## STORM SEWER EASEMENT

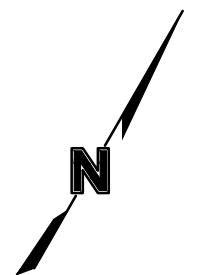
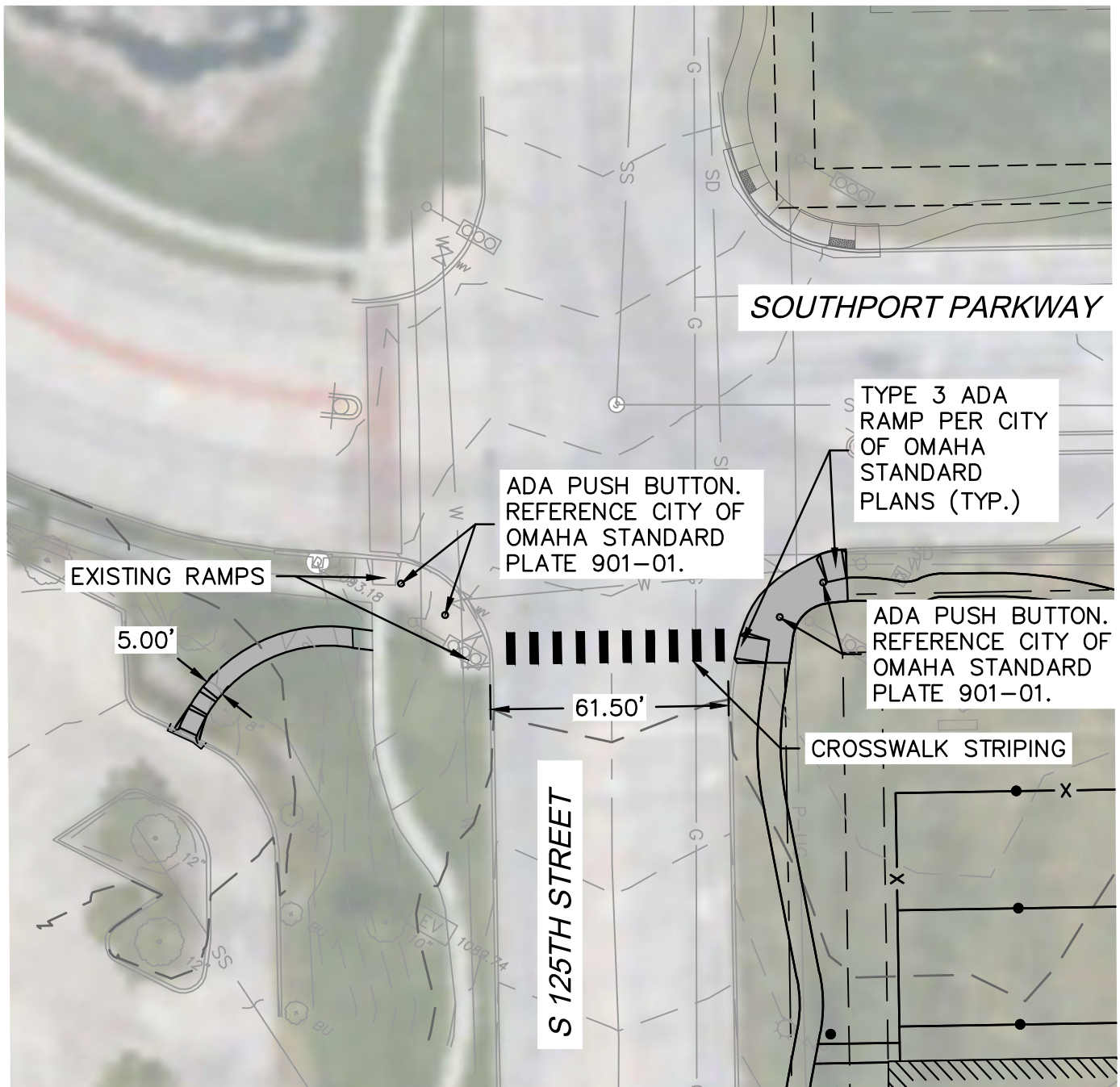
**olsson**


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

EXHIBIT

H-2

## **EXHIBIT “I”**



PROJECT NO: 022-00684	125TH STREET CROSSWALK IMPROVEMENTS	 2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1116	EXHIBIT
DRAWN BY: KA			I-1
DATE: 06/28/2022			

## EXHIBIT I-2



### 125th Street Crosswalk Improvements Preliminary Opinion of Probable Cost

La Vista, NE

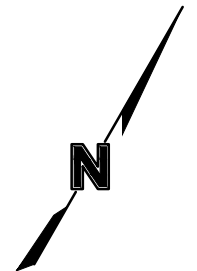
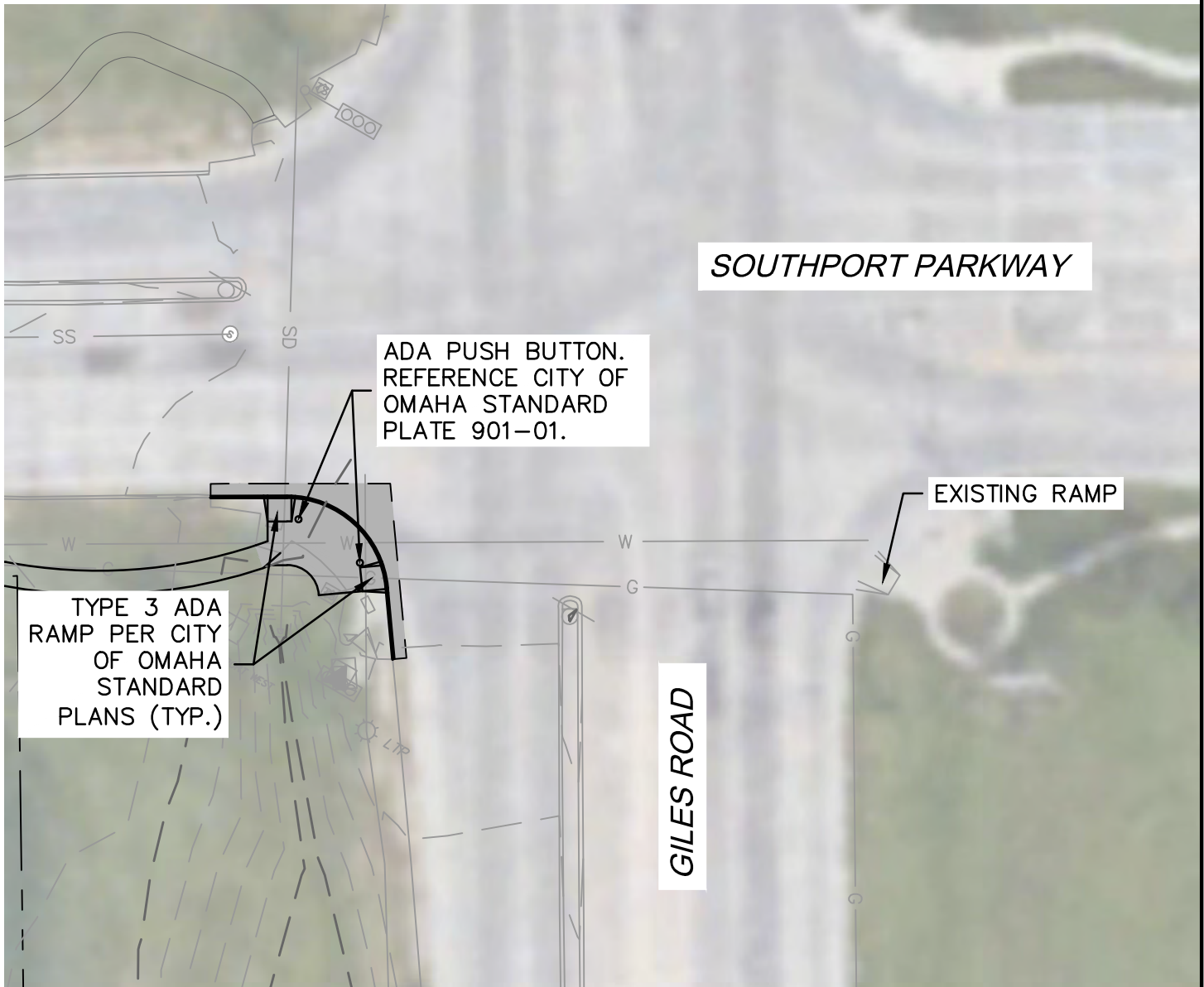
6/29/2022


By: KA

#### Site Modifications

Item No.	Description	Qty	Units	Unit Price	Total	Notes
1	Construct Curb Ramp	355	SF	\$8.00	\$2,840.00	
2	Construct 5" Sidewalk	299	SF	\$8.00	\$2,392.00	
3	Full Depth Saw Cut Existing Pavement	15	LF	\$2.50	\$37.50	
4	Furnish & Install Pedestrian Push button	4	EA	\$400.00	\$1,600.00	
5	Furnish & Install Pedestrian Pole, Type PP-	4	LF	\$1,500.00	\$6,000.00	
6	Furnish & Install 2" Conduit - Bored	40	LF	\$30.00	\$1,200.00	
	Furnish & Install 2/C #16 AWG Pedestrian					
7	Push Button Lead-In Cable	150	LF	\$2.50	\$375.00	
	Furnish & Install 1/C #6 Bare Copper					
8	Grounding Conductor	150	LF	\$2.50	\$375.00	
9	24" White Permanent Pavement Marking	88	LF	\$40.00	\$3,520.00	
Construction Costs					\$18,339.50	
Engineering, Staking, Testing & Inspection (110%)					\$1,833.95	
110% Construction Costs Plus Engineering Fees Total					\$20,173.45	

## **EXHIBIT “J”**



PROJECT NO: 022-00684	GILES ROAD CROSSWALK IMPROVEMENTS		2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1116	EXHIBIT
DRAWN BY: KA				J-1
DATE: 06/28/2022				



## EXHIBIT J-2



### Giles Road Crosswalk Improvements Preliminary Opinion of Probable Cost

La Vista, NE

6/29/2022

By: KA

#### Site Modifications

Item No.	Description	Qty	Units	Unit Price	Total	Notes
1	Pavement Removal	116	SY	\$15.00	\$1,740.00	
2	Construct 7" Concrete Pavement	45	SY	\$65.00	\$2,925.00	
3	Remove and Replace Curb Ramp	577	SF	\$8.00	\$4,616.00	
4	Full Depth Saw Cut Existing Pavement	95	LF	\$2.50	\$237.50	
5	Furnish & Install Pedestrian Push button	2	EA	\$400.00	\$800.00	
6	Furnish & Install Pedestrian Pole, Type PP- Furnish & Install 2/C #16 AWG Pedestrian	2	LF	\$1,500.00	\$3,000.00	
7	Push Button Lead-In Cable Furnish & Install 1/C #6 Bare Copper	50	LF	\$2.50	\$125.00	
8	Grounding Conductor	50	LF	\$2.50	\$125.00	
Construction Costs					<b>\$13,568.50</b>	
Engineering, Staking, Testing & Inspection (110%)					\$1,356.85	
110% Construction Costs Plus Engineering Fees Total					<b>\$14,925.35</b>	

**EXHIBIT “K”**

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Return to:  
Jon E. Blumenthal  
Baird Holm LLP  
1700 Farnam Street, Suite 1500  
Omaha, Nebraska 68102

## **DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENTS**

This Declaration of Easements and Maintenance Agreements (the "Declaration"), is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by **SOUTHPORT WEST PARTNERS, LLC**, a Nebraska limited liability company ("Declarant").

### **W I T N E S S E T H:**

WHEREAS, Declarant is the current fee simple owner of the real property in Sarpy County, Nebraska legally described as follows (the "Property"):

Southport West Replat Nine, numbered Lots 1-4 and Outlot A, a tract of land being a replat of Lots 23 through 26, Southport West and Lot 1, Southport West Replat Four, both platted and recorded subdivisions in the SE1/4 of Section 18, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

WHEREAS, the Property is generally depicted on the Site Plan attached to this Declaration as Exhibit "A", as may be amended, modified, or revised from time to time by Declarant (the "Site Plan");

WHEREAS, Declarant desires to develop the Property as a unified commercial development to be known as Southport Commons (the "Development") and therefore shall record this Declaration against the Property; and

WHEREAS, vehicular ingress and egress to and from South 125th Street and the Property is necessary and appropriate for the efficient operation of the Development.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I Definitions**

1.1 Association. The term "Association" shall mean Southport Entry Association, a Nebraska non-profit corporation, its successors and assigns, and unless the context otherwise requires, shall mean and include its Board of Directors, officers, and other authorized agents.

1.2 Board. The term "Board" shall mean the Board of Directors of the Association, to be governed by the bylaws of the Association at the time of formation.

1.3 Building or Buildings. The term "Building" or "Buildings" shall mean the building or buildings which have been, will be, or may be constructed on the Lots.

1.4 Bylaws. The term "Bylaws" shall mean the bylaws of the Association.

1.5 Common Areas. The term "Common Areas" shall mean the portion of the Property intended for the non-exclusive use by the Owners and their Permittees, in common with other users. Common Areas shall include, but are not limited to, surface parking lots, sidewalks, benches, landscaping, enhanced lighting for Common Areas, common utility lines and systems, any detention and/or retention ponds, including, but not limited to the detention and/or retention pond located within Outlot A of the Property, areas and drainage facilities, street signage, signage promoting the Development, security lights and facilities, if any, public art that may exist from time to time, and any other public areas designated as common areas by the Declarant or the Association, following the Declarant Control Period; provided, however, Common Areas shall not include (i) any facilities in the interior of any Building or other improvement used exclusively by the Owner or tenant(s) of a Lot, or (ii) any property or facilities owned by the City of La Vista, Nebraska, including the public right of way and public roads located on or adjacent to the Property. Common Areas shall include the foregoing whether now owned or hereafter acquired by Declarant or the Association within the Property.

1.6 Declarant. The term "Declarant" shall mean Southport West Partners, LLC, a Nebraska limited liability company, and its successors and assigns, as set forth in the introductory clause of this Declaration, until such time as Declarant, or its successors or assigns, is no longer the record owner of any Lot in the Development.

1.7 Declarant Control Period. The term "Declarant Control Period" shall mean the period of time commencing with the recordation of this Declaration and continuing until the earlier of (i) the date Declarant no longer owns a Lot in the Property, or (ii) the date Declarant elects, in its discretion in an instrument recorded against the Property, to relinquish and/or surrender all of its rights and obligations as Declarant under this Declaration to the Association.

1.8 Driveways. The term "Driveways" shall mean the drive lanes located on or to be located on the Property, and related, tangential improvements thereto, including, but not limited to, the paving, curbing, striping, signs, lighting, entrances and exits, as reflected on the Site Plan, but excluding the Permanent Access Drive.

1.9 Lot or Lots. The term "Lot" or "Lots" shall mean a platted lot that is part of the Development. In the event that a Lot is replatted, each replatted lot shall be deemed a Lot.

1.10 Owner. The term "Owner" shall mean the legal owner of fee title to a Lot, as reflected by the records of the Douglas County, Nebraska Register of Deeds. If a platted lot that is part of the Commercial Development is owned by one or more persons, the person or persons holding at least fifty one percent (51%) of the ownership interest in one of the platted lots that is part of the Commercial Development shall designate one of the owners to represent

all owners of the property in question and such designated person shall be deemed the owner of such property.

1.11 Permanent Access Drive. The term "Permanent Access Drive" shall mean the pedestrian and vehicular access drive, as reflected on the Site Plan.

1.12 Permittee. The term "Permittee" shall mean all Owners, tenants and licensees of Lots within the Development, and all officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors and invitees of such Owners, tenants, or licensees.

1.13 Person. The term "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust or any other form of business or government entity.

## **ARTICLE II Easements**

2.1 Drainage Easement. Each of the Lots and the Owners thereof shall have non-exclusive easements in, to, over, and through the drainage patterns and systems as are established from time to time within the Common Areas, for reasonable drainage purposes; provided, however, all surface water drainage from any Lot shall be consistent with any approved drainage plan for the Development and shall be in accordance with all applicable laws, codes, and regulations of governmental authorities. Each Owner shall establish upon such Owner's Lot drainage patterns and systems in accordance with Declarant's drainage plans for the Development. Prior to relocation of drainage patterns and systems on any Lot, such Owner shall submit to Declarant, or to the Association following the Declarant Control Period, its drainage plans. Declarant or the Association, as applicable, shall issue written approval to such Owner after determining, in its sole discretion, such drainage plans do not unreasonably interfere with the drainage of other Lots, and adhere to the established drainage plans and systems for the Development.

2.2 Ingress and Egress Easement. Declarant hereby creates, grants and conveys to all Owners, for each Owner's use and for the use of its Permittees, in common with all Owners and Permittees, a non-exclusive perpetual easement for pedestrian and vehicular ingress, egress, and parking on, over and across the paved drives and parking lots located within the Common Areas, including, but not limited to, the Driveways and parking areas situated on each Lot, as the same may be from time to time be constructed and maintained for such use. Such easement rights shall be subject to the following reservations as well as any other applicable provisions contained in this Agreement:

(a) Each Owner reserves the right at any time from time to time to reasonably exclude and restrain any person who is not a Permittee from using the Driveways or parking areas on its Lot. Provided, however, this subsection 2.2(a) shall not authorize any Owner to exclude or restrain any Permittee from using Driveways or parking areas of or on any Lot within the Development;

(b) Each Owner shall take reasonable efforts to ensure that its Permittees shall not park on or otherwise obstruct the Driveways;

(c) No fence or other barrier which would prevent or unreasonably obstruct the passage of pedestrian or vehicular traffic between the Lots shall be erected or per-

mitted within or across the Common Areas or Driveways, exclusive of curbing, speed bumps and other forms of traffic control.

2.3 Temporary Construction Easement. Declarant hereby creates, grants and conveys to all Owners, for each Owner's use and for the use of its Permittees, in common with others entitled to use the same, a non-exclusive easement and right of access, ingress, and egress appurtenant to the Development, to permit each Owner to construct, maintain, repair and renovate its respective Lot, including, but not limited to the Declarant's or the Association's, following the Declarant Control Period, construction of Driveways, or Permanent Access Drive; provided, however, that as to any construction work affecting or involving the use of another Owner's Lot (the "Other Area"), such construction work will only result in incidental or temporary encroachment of the Other Areas, and all such work shall be performed and kept within reasonable requirements of construction work expeditiously pursued. Nothing herein contained shall be construed to allow an Owner the right to construct, maintain, repair, renovate, or otherwise modify another Owner's Lot.

2.4 Utility Easement. Declarant hereby creates, grants and conveys to all Owners, for each Owner's use and for the use of its Permittees, in common with others entitled to use the same, a non-exclusive easement in the Common Areas for utility lines, which easement shall include the right to install, use, test, connect to, operate, maintain, repair, replace, relocate, and remove water lines and systems, telephone lines and systems, gas lines and systems, sanitary sewer lines and systems, storm sewers, drainage lines and systems, electrical lines and systems, and other utility lines or systems developed to serve one or more of the Lots; provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems, and related equipment will be installed underground or otherwise enclosed and will be installed, operated, and maintained in a manner which will not unreasonably interfere with the use of any other Lot. The location of any such utility facilities shall be subject to the reasonable approval by the Owner of the burdened Lot, shall be located within or immediately adjacent to public utility easements or Lot lines, and when approved by such Owner, shall be evidenced by a recorded instrument legally describing and depicting the location of such easements. The Owner of each Lot shall cooperate in the granting of additional or appropriate and proper easements for the installation, repair, relocation, and replacement of storm drains, sewers, utilities, and other proper services necessary for the orderly development and operation of the Development. If an Owner, in the course of installing, using, testing, connecting to, operating, maintaining, repairing, replacing, relocating or removing utility facilities on a Lot other than the Lot owned by the Owner, damages pavement, landscaping, or other portion of said Lot, such Owner shall promptly repair, at its sole cost and expense, all such damage and restore such Lot substantially to its prior condition and shall defend, indemnify and hold harmless and all other Owners or tenants against all loss, liability, and costs (including reasonable attorneys' fees) which may result from the negligent act or omission of such Owner, its agents, employees or contractors. No Owner shall have the right to tie into utility facilities installed specifically to serve another Lot without the prior written consent of the Owner of the other Lot.

2.5 Maintenance Easement. Each Owner hereby grants to the Declarant, or the Association following the Declarant Control Period, a non-exclusive perpetual easement to access those portions of the Common Areas, Driveways, or Permanent Access Drive situated as may reside on their respective Lot as necessary for the Declarant, or the Association following the Declarant Control Period, to provide maintenance of the same as provided under Article III of this Declaration.

### **ARTICLE III**

#### **Construction, Maintenance and Repair**

3.1 Construction. Each Owner, at its sole cost and expense, shall be responsible for the design and construction of the Driveways located on its respective Lot in such locations as depicted on the Site Plan, or as otherwise approved in advance by Declarant, or the Association following the Declarant Control Period. The Declarant shall be responsible for the design and construction of the Permanent Access Drive, as provided under that certain Corrective Reciprocal Permanent Easement, Covenants and Restrictions Agreement recorded September 11, 2008 as Instrument No.: 2008-25612 of the Records of Sarpy County, Nebraska, as amended from time to time (the "2008 Declaration"). Except for the Declarant, the Owners of the Lots shall not be responsible for any cost and expense associated with the design and construction of the Permanent Access Drive. Declarant's obligations for the cost and expense associated with the design and construction of the Permanent Access Drive shall be as set forth in the 2008 Declaration.

3.2 Common Areas & Drives. The Declarant, or the Association following the Declarant Control Period, shall perform or contract for the performance of maintenance, repair, relocation and replacement of the Common Areas, including, but not limited to, the detention and/or retention pond located on Outlot A of the Property, Driveways, and the Permanent Access Drive, once constructed, as necessary or appropriate and as provided in Section 3.3 below.

3.3 Maintenance. The maintenance responsibilities for the Common Areas, Driveways, and the Permanent Access Drive shall include, without limitation, the following, as applicable:

(a) Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or comparable substituted material as shall in all respects be equal in quality, use, and durability;

(b) Removal of all papers, ice and snow, mud and sand, debris, filth and refuse, and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a reasonably clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary and appropriate parking area directional signs, markers and lines, and parking lot striping;

(d) Mowing, trimming, weeding, watering, planting and otherwise maintaining in a clean, safe, and attractive condition the landscaping located within the Common Areas;

(e) Maintaining and otherwise keeping all drainage lines, facilities, and systems, including, but not limited to the detention and/or retention pond located on Outlot A of the Property, in good working order and condition. For the avoidance of doubt, maintenance and repair of the detention and/or retention pond located on Outlot A of the Property may include, but shall not be limited to, any of the following, as necessary: (i) stabilizing the detention and/or retention pond walls/slopes, (ii) keeping the pond and inflow pipes clear of trash and debris, (iii) mowing and trimming vegetation in and around the pond, and (iv) conducting an annual inspection of the post-construction storm-water management facilities; and



(e) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required and at all times in conformance with standards and applicable ordinances and governmental requirements applicable to such areas.

3.4 Assessment Matters. From and after the completion of the Common Areas, Driveways, and the Permanent Access Drive, as applicable, the Declarant, or the Association following the Declarant Control Period, shall fix, levy and charge the Owners of the Lots at such time with an annual assessment (herein the "Assessment") which shall represent such property Owner's representative share of the repair, maintenance, relocation, and replacement obligations under this Article III, including expenses for the fixing, levying, collecting and enforcement of all Assessments. The Declarant or the Association, as applicable, shall be responsible for providing the Owners a report that details the calculation of the Assessment within, to be issued in conjunction with the Assessment, and will make available to the Owners such information as will permit such Owner to reasonably determine the accuracy of the costs and expenses reported in the Assessment.

3.5 Good Faith. The Declarant, or the Association following the Declarant Control Period, shall, at all times, act in good faith in the determination of reasonable and necessary Assessment expenses. The Declarant or the Association, as applicable, shall, at all times, act in good faith in performing the maintenance obligations set forth in Section 3.3, above, and agrees to engage in such maintenance responsibilities in a timely and responsible manner.

3.6 Right to Audit. The Declarant, or the Association following the Declarant Control Period, shall maintain its books and records pertaining to Assessment expenses in accordance with generally accepted accounting principles, consistently applied. One (1) time per calendar year, each Owner shall have the right, during normal business hours and upon reasonable advance notice to the Declarant or the Association, as applicable, to audit such books and records pertaining to Assessment expenses. In the event an Owner contests the calculation of the Assessment or the necessity of any expenses incurred in connection with the Assessment expenses, such Owner shall pay its Assessment Allocation (as set forth in Section 3.8, below) pending a resolution of such determination, and the parties agree to submit to binding arbitration as soon as reasonably practicable to settle any irreconcilable dispute arising therefrom. In the event an Owner elects to submit the determination of Assessment expenses to binding arbitration, then each party shall select at its sole cost and expense, within ten (10) days thereafter, an arbitrator with at least five (5) years of experience in the valuation of commercial properties and expenses related thereto located in Omaha, Nebraska. Each such arbitrator shall submit its determination of the Assessment expenses in accordance herewith within ten (10) days after selection, and if such determinations are within ten percent (10%) of each other, then the determinations shall be averaged together to arrive at the correct Assessment expenses. In the event the determinations have a disparity greater than ten percent (10%), then the arbitrators shall select a third arbitrator, who shall submit his/her determination in accordance with the foregoing within ten (10) days after selection. The two determinations which are the closest to each other shall then be averaged together to arrive at the correct Assessment expenses. Such arbitration shall otherwise be conducted according to the Model Rules for Arbitration as promulgated by the American Arbitration Association. In the event it is ultimately agreed by the parties or determined via arbitration that the Declarant or the Association, as applicable, has overcharged an Owner(s), the Declarant or the Association, as applicable, shall reimburse such Owner(s) for the excess amounts paid by Owner(s), and in the event that any such overcharge

exceeds the amount actually owed by Owner(s) by more than five percent (5%), the Declarant or the Association shall reimburse Owner(s) for the cost of its audit.

3.7 Lien of Assessment. All Assessments, together with interest thereon, costs and reasonable attorney fees shall be the personal obligation of the Owner of each respective Lot at the time when the Assessment first becomes due and payable. The Assessments, together with interest thereon, costs and reasonable attorney fees, shall also be a charge and continuing lien against the Lot for which the Assessments are charged.

3.8 Assessment Allocation. All assessments shall be determined and assessed against the Lots according to their pro-rata share determined as follows (the "Assessment Allocation"):

<u>Southport West Replat Nine</u>	<u>Acreage</u>	<u>Percentage</u>
Lot 1	3.08	29.08%
Lot 2	3.00	28.33%
Lot 3	1.63	15.39%
Lot 4	2.88	27.20%
Total	10.59	100%

The foregoing acreages and percentages shall be revised in respect of any recorded Lot subdivision without amendment of this Agreement by reallocating the acreage and percentages assigned to the subdivided Lot proportionately according to the acreage(s) of the subdivided Lots. Notwithstanding the foregoing, in the event of loss or damage(s) to the Common Areas, Driveways, or Permanent Access Drive, or damage(s) to personal property occurring on or about the Common Areas, Driveways, or Permanent Access Drive, or death or injury to any person(s) occurring on or about the Common Areas, Driveways, or Permanent Access Drive due to the negligence or willful misconduct of an Owner, its employees, agents or invitees, such Owner shall indemnify and hold the other Owners harmless for such loss, expense or damages.

3.9 Due Date. Any installment of Assessments which is not paid within thirty (30) days following delivery of notice of Assessment shall be delinquent. Delinquent Assessments shall bear interest from the date when due at the rate of nine percent (9%) per annum. The Declarant, or the Association following the Declarant Control Period, may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the property, or pursue any other legal or equitable remedy. The Declarant or the Association, as applicable, shall be entitled to recover as a part of the action and shall be indemnified against the interest, cost and reasonable attorney fees incurred by the Declarant or the Association, as applicable, with respect to such action. The mortgagee of any property shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Declarant or the Association, as applicable, shall assign to any mortgagee who cures such a delinquency, all of its rights with respect to such lien and the right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Declarant or the Association, as applicable.

## **ARTICLE IV MISCELLANEOUS**

4.1 Enforcement. In the event of a breach or threatened breach of this Agreement, only an Owner shall be entitled to institute proceedings for full and adequate relief from consequences of such breach or threatened breach. Such Owner may seek relief in equity or at law in the District Court of Sarpy County, Nebraska. Time is of the essence for purposes hereof.

4.2 Perpetual Duration. This Agreement and the covenants, conditions, restrictions and easements shall create mutual benefits and servitudes running with the land and shall bind and inure to the benefit of the parties hereto, and their respective heirs, representatives, lessees, successors and assigns. This Agreement shall be perpetual, provided, however, that this Agreement may be modified, amended or terminated by an instrument signed by the Declarant, or by the Association following the Declarant Control Period, in accordance with the bylaws of the Association, and recorded with the Sarpy County, Nebraska, Register of Deeds.

4.3 Survival. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

4.4 Counterparts. This Agreement may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Agreement may be delivered between the parties via telecopy or electronic mail.

4.5 Amendments. This Declaration and any provision contained herein may be extended, modified, altered, repealed, supplements, or amended in any respect by at least seventy-five percent (75%) of the votes of the Board of Directors of the Association. Any such extension, modification, alteration, repeal, supplement, or amendment shall be memorialized via a written document executed by such authorizing Members, which document shall be recorded in the Office of the Register of Deeds of Sarpy County, Nebraska. Notwithstanding the foregoing, during the Declarant Control Period, Declarant must concur in all alterations, amendments and/or revocations of this Declaration.

**[Space Below Intentionally Left Blank –  
Signature Page to Follow]**

IN WITNESS WHEREOF, this Agreement has been executed effective as of the day and year first above written.

**SOUTHPORT WEST PARTNERS, LLC**, a Nebraska limited liability company

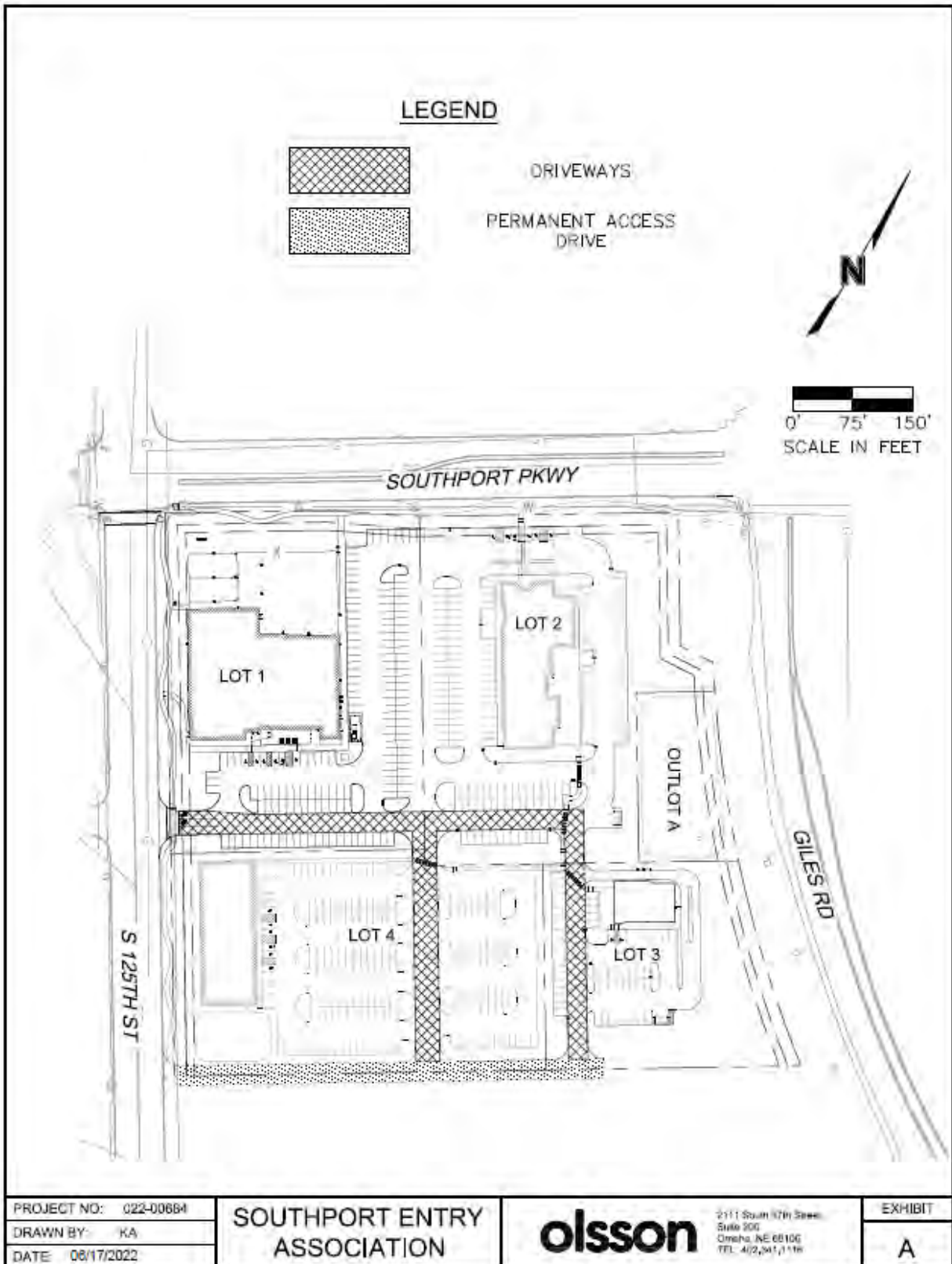
By: \_\_\_\_\_  
Patrick J. Kerrigan, its Manager

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF DOUGLAS                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Patrick J. Kerrigan, as Manager of Southport West Partners, LLC, a Nebraska limited liability company, for and on behalf of the company.

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

# EXHIBIT "A" SITE PLAN



**EXHIBIT “L”**

## C:\PSTRM\_02200684








DWG: F:\2022\00501-01000\022-00684\40-Design\AutocAD\Preliminary Plans\Sheets\ONCV\C\_ERC01\_02200684.dwg  
DATE: Apr 26, 2022 11:20am XREFS: C:\PBASE\_02200684 C:\PBDY\_02200684 C:\XBASE\_02200684 C:\PBLX\_02200684  
USER: kondrasen



**LEGEND**

- 10XX--- EXISTING MAJOR CONTOUR  
 ---10XX--- EXISTING MINOR CONTOUR  
 ---10XX--- PROPOSED MAJOR CONTOUR  
 ---10XX--- PROPOSED MINOR CONTOUR

## BMP LEGEND (REFERENCE DETAIL SHEET)

- |   |              |  |
|---|--------------|--|
|  | <b>PB-#</b>  | PORTABLE BATHROOM  |
|  | <b>CE-#</b>  | EXISTING BUILDING CONSTRUCTION, ENTRANCE, MAINTAIN/REPAIR AS NECESSARY, REF. OMAHA REGIONAL STORMWATER MANUAL (FIG 9-3)        |
|  | <b>IP-#</b>  | INLET PROTECTION, SEE DETAIL SHEET.  |
|  | <b>SF-#</b>  | SILT FENCE, REF. OMAHA REGIONAL STORMWATER MANUAL (FIG 9-4, 9-5)   |
|  | <b>CW-#</b>  | CONCRETE WASHOUT. SEE DETAIL SHEET.  |
|  | <b>SS-#</b>  | SWIMP SIGN PER POMP REQUIREMENTS   |
|  | <b>ECB-#</b> | EROSION CONTROL BLANKET (NORTH AMERICAN GREEN SO-10 OR APPROXIMATED EQUIV.), REF. OMAHA REGIONAL STORMWATER MANUAL (FIG. 4-5). |
- TEMPORARY SEEDING TABLE, SEE SHEET.**
- TEMPORARY SEEDING AREA, REFERENCE TEMPORARY SEEDING TABLE, SEE SHEET.**

## NOTES

2. CONSTRUCTION ENTRANCES MAY BE LOCATED AT THE DISCRETION OF THE PROJECT ENGINEER, BUT MUST BE IN ACCORDANCE TO THE REQUIREMENTS OF THE OMAHA STORMWATER DESIGN MANUAL.
3. ALL SILT FENCES SHALL BE INSTALLED IN NO GREATER THAN 100-FOOT RUNS. THE ENDS OF EACH RUN SHALL BE OPEN TO ALLOW WATER TO PASS.
4. SILT FENCES SHALL BE MAINTAINED AT ALL TIMES (3-FOOT MINIMUM) TO KEEP WATER AND SEDIMENT FROM ENTERING THE STORMWATER SYSTEM.
5. THE PROJECT ENGINEER WILL PROVIDE TYPICAL REFERENCE DETAIL SHEETS.
6. REFERENCE THE SEDIMENT AND EROSION CONTROL MANUAL FOR THE CITY OF OMAHA FOR ADDITIONAL REQUIREMENTS THROUGHOUT CONSTRUCTION.
7. THE PROJECT ENGINEER WILL PROVIDE ANY NECESSARY MODIFICATIONS TO THE SWPPP DURING THE CONSTRUCTION PERIOD.
8. THE PROJECT ENGINEER WILL BE RESPONSIBLE FOR THE FUNCTIONALITY OF THE SWPPP AND COMPLY WITH ALL CITY OF OMAHA REQUIREMENTS.
9. THE PROJECT ENGINEER WILL PROVIDE THE REFERENCE THE GRADING PLAN FOR SETTLEMENT MONITORING NOTES.
10. EROSION CONTROL PERMANENTLY SEED, INSTALL EROSION CONTROL BLANKET / SLOPE MATS AND STABILIZE EXPOSED SOILS.
11. THE PROJECT ENGINEER WILL PROVIDE THE FINAL GRADE. FINAL SEED SHALL BE COMPLETED PRIOR TO THE START OF THE FINAL GRADE.
12. REFERENCE THE LANDSCAPE PLAN FOR PERMANENT SEEDING / SOIL / MULCH / PLANTING INFORMATION AND THE PROJECT ENGINEER STAFF FOR ADDITIONAL INFORMATION.
13. NO LAND DISTURBING ACTIVITIES ARE ALLOWED OUTSIDE THE PROJECT BOUNDARY WITHOUT THE PROJECT ENGINEER APPROVAL FROM THE OWNER AND PROJECT ENGINEER.
14. THE PROJECT ENGINEER WILL BE RESPONSIBLE FOR NOTIFY THE PROJECT ENGINEER IMMEDIATELY IF ANY VIOLATIONS OF THE SWPPP ARE OBSERVED. ANY VIOLATIONS PERMITTED LOU AS SHOWN ON THE PLANS.

TEMPORARY SEEDING	
DATE	APPLICATION
MAR. 15 - JUL. 1	COVER CROP - DRILL SEED OATS & RYEGRASS. OATS SEEDING RATE - 2.0 BU. OR 60 LBS./AC. RYEGRASS SEEDING RATE-30 LBS./AC.
JUL. 1 - SEPT. 1	COVER CROP - DRILL SEED OATS, SEEDING RATE - 1.5 BU. OR 48 LBS./AC.
SEPT. 1 - OCT. 31	COVER CROP - DRILL SEED WINTER WHEAT - 1 BU. OR 60 LBS./AC. OR WINTER RYE - 1 BU. OR 56 LBS./AC.



EROSION CONTROL PLAN  
PUD PLANS

**SOUTHPORT WEST REPLAT NINE PUD  
PHASE 1**

A VISTA NE

SHEET  
C3.0

### REVISIONS DESCRIPTION

022

100

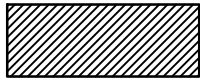
**Olsson**

111 South 67th Street, Suite 200

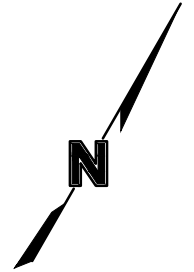
**EXHIBIT “M”**



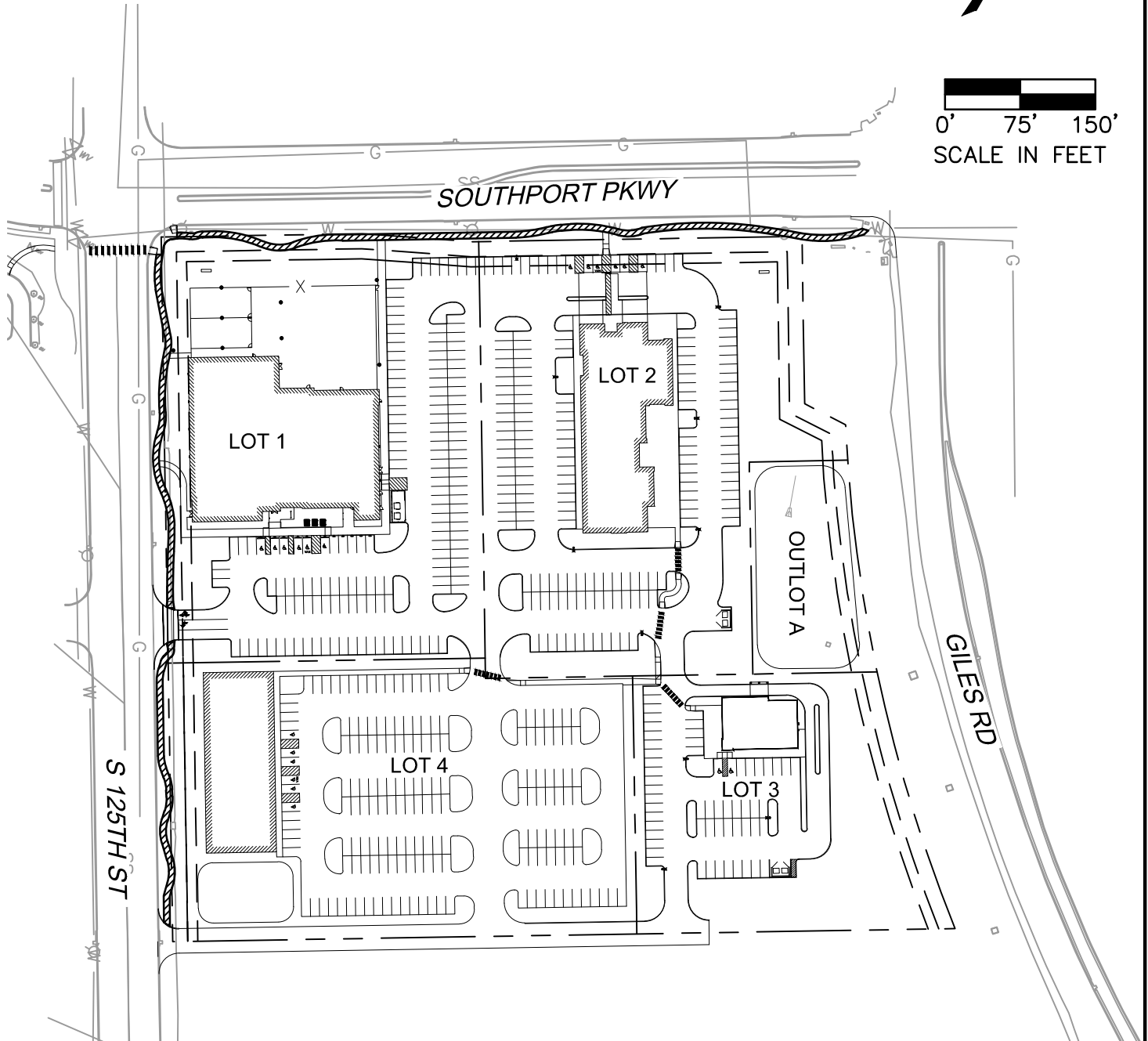
## LEGEND



PERIMETER SIDEWALKS



0' 75' 150'  
SCALE IN FEET



PROJECT NO: 022-00684

DRAWN BY: KA

DATE: 06/23/2022

## PERIMETER SIDEWALKS LOTS 1-4

**olsson**

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

EXHIBIT

M-1

## EXHIBIT M-2



Permitter Sidewalks Lots 1-4  
Preliminary Opinion of Probable Cost

La Vista, NE  
6/29/2022  
By: KA

### Site Modifications

Item No.	Description	Qty	Units	Unit Price	Total	Notes
1	Construct 5" Sidewalk	8423	SF	\$4.00	\$33,692.00	
Construction Costs					\$33,692.00	
Engineering, Staking, Testing & Inspection (110%)					\$3,369.20	
110% Construction Costs Plus Engineering Fees Total					\$37,061.20	

## **EXHIBIT “N”**

DOCS/2794825.8

N

0' 75' 150'  
SCALE IN FEET



PROJECT NO: 022-00684

DRAWN BY: KA

DATE: 06/23/2022

## PUBLIC IMPROVEMENTS

**olsson**

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

EXHIBIT

N

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 5, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
BID AWARD – APPLEWOOD CREEK TRAIL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to award a contract to Hawkins Construction of Omaha, Nebraska, for the Applewood Creek Trail project, to include grading, concrete paving, culverts, seeding, pedestrian bridge, fence, electrical, signing, and other general work items in an amount not to exceed \$2,245,676.92. The City's 20% match to the construction of the project is an amount not to exceed \$449,135.38.

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for the proposed project.

**RECOMMENDATION**

Approval

**BACKGROUND**

On September 4<sup>th</sup>, 2018, the City of La Vista and the Nebraska Department of Transportation (NDOT) entered into a Federal Aid agreement to for the design and construction of the Applewood Creek Trail project, using Transportation Alternative Program (TAP) Funding for 80% of the project funds, and 20% of City funds for the local match. The project was let by the NDOT on Thursday, June 16, 2022, to which five (5) bids were received. The low bid was received by Hawkins Construction Company of Omaha, Nebraska with a base bid of \$2,245,686.92, to which both the NDOT and City staff concur that said bid is the lowest responsive bid and should be awarded. The City's 20% local match for the construction would be \$449,315.38. There will be additional costs for the construction administration services, which are currently being scoped to be brought back for further consideration.

Work is anticipated to begin in late Summer of 2022, to be completed by Summer of 2023.

## R E S O L U T I O N

WHEREAS, there has been signed by the CITY OF LA VISTA on the 4th day of September, 2018, and the State on the 12th day of September, 2018, an agreement providing for the construction of a Federal Aid City Project at the following location: APPLEWOOD CREEK TRAIL, LA VISTA, and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as TAP-77(61), and

WHEREAS, the above mentioned agreement provided that the City will pay costs as set forth in the agreement, and

WHEREAS, the State, on behalf of the City received bids for the construction of this project based on the final plans and specifications on June 16, 2022, at which time 5 bid(s) were received for the construction of the proposed work, and

WHEREAS, the following Contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

HAWKINS CONSTRUCTION COMPANY, OMAHA, NE 68109-0008  
GRADING, CONCRETE PAVEMENT, CULVERTS, SEEDING, BRIDGE AT STA 26+89.39, FENCE,  
ELECTRICAL, SIGNING, GENERAL ITEMS: \$2,245,676.92

NOW THEREFORE, in consideration of the above facts, the City Council of the CITY OF LA VISTA, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.
2. The Council hereby concurs in the selection of the above mentioned Contractor(s) for the items of work listed, to whom the contract(s) should be awarded.
3. The Council hereby approves of the final plans and specifications that were used in the bidding process for this project.
4. The Council hereby authorizes the Mayor to sign the contract(s) with the above mentioned Contractor(s) for the above mentioned work on behalf of the City using State's standard contract signing process, including when applicable, an electronic or digital signing process such as DocuSign®.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

CITY OF LA VISTA

\_\_\_\_\_  
(Mayor)

ATTEST:

Council Member \_\_\_\_\_  
moved the adoption of said resolution.

\_\_\_\_\_  
(City Clerk)

Roll Call: \_\_\_\_\_ yea, \_\_\_\_\_ nay.  
Resolution adopted, signed and billed as adopted.



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



Pete Ricketts, Governor

June 17, 2022

CITY OF LA VISTA  
8116 PARK VIEW BLVD  
LA VISTA, NE 68128-2198

RE: Federal Aid Project No. TAP-77(61)  
Letting Date: June 16, 2022

We have enclosed a resolution on the above project for placement on your Council agenda. It has been prepared using the bid tabulations to select the low bidder to whom this contract may be awarded. Please proceed with Council action on the resolution. In the event that the Department elects to reject any or all bids on this project, you will receive additional correspondence from our office withdrawing the resolution.

We need to have the completed resolution in this office by Wednesday, July 6, 2022, so we can comply with the laws concerning award or rejection of this project.

You may want to consider the following before taking official action:

1. The enclosed tabulation of all bids received on this project.
2. The low bid for the entire project is below the estimated cost of \$3,037,769.74. This estimate is confidential and is furnished for your information only.

Complete the blanks at the bottom of the resolution showing your official action and have the mayor sign in the space provided. Scan the completed form and email it to [ndot.contractlettings@nebraska.gov](mailto:ndot.contractlettings@nebraska.gov).

This resolution gives authority for your mayor to sign the contract that will be emailed to you via DocuSign at a later date. If you have any questions, call this office (402) 479-4525.

Sincerely,

*Karen McCord*

Karen McCord  
Highway Contracts Technician  
Contract Lettings Section  
Construction Division

John R. Selmer, P.E., Director

Department of Transportation

MAILING ADDRESS

PO Box 94759  
Lincoln, NE 68509-4759

PHYSICAL ADDRESS

1500 Highway 2  
Lincoln, NE 68502

PHONE 402-471-4567

EMAIL [NDOT.ContactUs@nebraska.gov](mailto:NDOT.ContactUs@nebraska.gov)

[dot.nebraska.gov](http://dot.nebraska.gov)



**BID TABULATIONS**

06/17/2022  
08:12 AM

**CALL ORDER:** 210

**CONTRACT ID:** 22757

**COUNTY:** SARPY

**LETTING DATE:** 6/16/2022

**DISTRICT:** 2

**PROJECT:** TAP-77(61)

**CONTRACT DESCRIPTION:** APPLEWOOD CREEK TRAIL, LA VISTA

VENDOR NO.	BID NOTES
------------	-----------

RANK	VENDOR NO.	VENDOR NAME	TOTAL BID	% OVER LOW BID
1	0049	HAWKINS CONSTRUCTION COMPANY	\$ 2,245,676.92	100.0000 %
2	0103	CHAS. VRANA & SON CONSTRUCTION CO.	\$ 2,423,839.06	107.9336 %
3	2364	TAB HOLDING COMPANY, INC. DBA TAB CONSTRUCTION	\$ 2,705,975.49	120.4971 %
4	1783	VALLEY CORPORATION	\$ 2,863,647.74	127.5182 %
5	0306	MIDWEST INFRASTRUCTURE, INC.	\$ 3,190,624.83	142.0785 %



**BID TABULATIONS**

06/17/2022  
08:12 AM

**CALL ORDER: 210**  
**CONTRACT ID: 22757**  
**PROJECT: TAP-77(61)**

LINE NO / ITEM CODE ITEM DESCRIPTION	(1) 0049 HAWKINS CONSTRUCTION COMPANY		(2) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(3) 2364 TAB CONST. (TAB HOLDING CO. INC. DBA)		
	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0001 GROUP 1 GRADING							
0001 0030.10 MOBILIZATION	1.000 LUMP	\$ 27,840.00000	\$ 27,840.00	\$ 30,000.00000	\$ 30,000.00	\$ 41,000.00000	\$ 41,000.00
0002 1000.00 LARGE TREE REMOVAL	5.000 EACH	\$ 2,635.03000	\$ 13,175.15	\$ 2,700.00000	\$ 13,500.00	\$ 3,985.10000	\$ 19,925.50
0003 1009.00 GENERAL CLEARING AND GRUBBING	1.000 LUMP	\$ 124,817.00000	\$ 124,817.00	\$ 200,000.00000	\$ 200,000.00	\$ 217,594.71000	\$ 217,594.71
0004 1011.00 WATER	57.000 MGAL	\$ 30.00000	\$ 1,710.00	\$ 30.00000	\$ 1,710.00	\$ 30.00000	\$ 1,710.00
0005 1030.00 EARTHWORK MEASURED IN EMBANKMENT	4200.000 CY	\$ 22.54000	\$ 94,668.00	\$ 23.00000	\$ 96,600.00	\$ 20.50000	\$ 86,100.00
0006 1031.00 ROCK RIPRAP, TYPE B	50.000 TON	\$ 79.77000	\$ 3,988.50	\$ 83.00000	\$ 4,150.00	\$ 98.82000	\$ 4,941.00
0007 1041.00 SALVAGING AND PLACING TOPSOIL	12650.000 SY	\$ 2.63000	\$ 33,269.50	\$ 2.00000	\$ 25,300.00	\$ 3.42000	\$ 43,263.00
0008 1043.50 RIPRAP FILTER FABRIC	49.000 SY	\$ 6.09000	\$ 298.41	\$ 7.00000	\$ 343.00	\$ 1.74000	\$ 85.26
0009 1101.00 REMOVE PAVEMENT	920.000 SY	\$ 15.81000	\$ 14,545.20	\$ 16.00000	\$ 14,720.00	\$ 15.94000	\$ 14,664.80
0010 1101.25 SAWING PAVEMENT	1057.000 LF	\$ 5.08000	\$ 5,369.56	\$ 3.00000	\$ 3,171.00	\$ 7.12000	\$ 7,525.84
0011 1107.00 REMOVE WALK	626.000 SY	\$ 14.57000	\$ 9,120.82	\$ 9.00000	\$ 5,634.00	\$ 13.67000	\$ 8,557.42
0012 1122.01 REMOVE CONCRETE MEDIAN SURFACING	41.000 SY	\$ 14.65000	\$ 600.65	\$ 27.00000	\$ 1,107.00	\$ 10.25000	\$ 420.25
0013 4094.03 MODULAR BLOCK WALL	107.000 SF	\$ 49.63000	\$ 5,310.41	\$ 50.00000	\$ 5,350.00	\$ 52.68000	\$ 5,636.76
SECTION TOTALS			\$ 334,713.20		\$ 401,585.00		\$ 451,424.54

**BID TABULATIONS**

06/17/2022  
08:12 AM

**CALL ORDER:** 210  
**CONTRACT ID:** 22757  
**PROJECT:** TAP-77(61)

LINE NO / ITEM CODE ITEM DESCRIPTION	(1) 0049 HAWKINS CONSTRUCTION COMPANY		(2) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(3) 2364 TAB CONST. (TAB HOLDING CO. INC. DBA)		
	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0002 GROUP 3 CONCRETE PAVEMENT							
0014 0002.30	640.000 LF	\$ 1.05000	\$ 672.00	\$ 1.00000	\$ 640.00	\$ 1.13000	\$ 723.20
PAVEMENT MARKING REMOVAL							
0015 0030.30	1.000 LUMP	\$ 40,674.00000	\$ 40,674.00	\$ 35,000.00000	\$ 35,000.00	\$ 39,000.00000	\$ 39,000.00
MOBILIZATION							
0016 3016.39	40.000 SF	\$ 22.92000	\$ 916.80	\$ 23.00000	\$ 920.00	\$ 21.55000	\$ 862.00
DETECTABLE WARNING PANEL							
0017 3016.51	81.000 SY	\$ 67.39000	\$ 5,458.59	\$ 80.00000	\$ 6,480.00	\$ 97.63000	\$ 7,908.03
6" CONCRETE CLASS 47B-3500 SIDEWALK							
0018 3016.71	4036.000 SY	\$ 50.91000	\$ 205,472.76	\$ 65.00000	\$ 262,340.00	\$ 54.40000	\$ 219,558.40
6" CONCRETE CLASS 47B-3500 BIKEWAY							
0019 3017.28	247.000 SY	\$ 46.52000	\$ 11,490.44	\$ 70.00000	\$ 17,290.00	\$ 56.01000	\$ 13,834.47
CONCRETE CLASS 47B-3500 MEDIAN SURFACING							
0020 3075.42	713.000 SY	\$ 82.10000	\$ 58,537.30	\$ 98.00000	\$ 69,874.00	\$ 73.96000	\$ 52,733.48
9" CONCRETE PAVEMENT, CLASS 47B-3500							
0021 3089.25	397.000 SY	\$ 90.69000	\$ 36,003.93	\$ 68.00000	\$ 26,996.00	\$ 106.11000	\$ 42,125.67
TEMPORARY SURFACING							
0022 4005.00	350.000 LB	\$ 2.59000	\$ 906.50	\$ 4.00000	\$ 1,400.00	\$ 2.37000	\$ 829.50
CAST IRON RING AND COVER							
0023 4015.00	1.000 EACH	\$ 434.43000	\$ 434.43	\$ 450.00000	\$ 450.00	\$ 283.43000	\$ 283.43
ADJUST MANHOLE TO GRADE							
0024 6404.50	693.000 LF	\$ 63.28000	\$ 43,853.04	\$ 43.00000	\$ 29,799.00	\$ 66.33000	\$ 45,966.69
PEDESTRIAN RAILING							
0025 7495.24	60.000 LF	\$ 52.70000	\$ 3,162.00	\$ 53.00000	\$ 3,180.00	\$ 56.68000	\$ 3,400.80
24" WHITE PERMANENT PAVEMENT MARKING PAINT							
0026 7495.55	46.000 LF	\$ 10.54000	\$ 484.84	\$ 11.00000	\$ 506.00	\$ 11.34000	\$ 521.64
5" WHITE PERMANENT PAVEMENT MARKING PAINT							

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**CALL ORDER: 210**  
**CONTRACT ID: 22757**  
**PROJECT: TAP-77(61)**

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0049 HAWKINS CONSTRUCTION COMPANY		(2) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(3) 2364 TAB CONST. (TAB HOLDING CO. INC. DBA)	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0027 9111.00	3.000 MGAL	\$ 150.55000	\$ 451.65	\$ 53.00000	\$ 159.00	\$ 27.42000	\$ 82.26
WATER							
0028 9170.00	2.719 STA	\$ 415.27000	\$ 1,129.12	\$ 640.00000	\$ 1,740.16	\$ 398.51000	\$ 1,083.55
EARTH SHOULDER CONSTRUCTION							
0029 9173.20	713.000 SY	\$ 4.61000	\$ 3,286.93	\$ 6.00000	\$ 4,278.00	\$ 7.28000	\$ 5,190.64
SUBGRADE PREPARATION							
SECTION TOTALS			\$ 412,934.33		\$ 461,052.16		\$ 434,103.76
<b>0003 GROUP 4 CULVERTS</b>							
0030 0030.40	1.000 LUMP	\$ 99,362.00000	\$ 99,362.00	\$ 95,000.00000	\$ 95,000.00	\$ 95,645.00000	\$ 95,645.00
MOBILIZATION							
0031 1043.50	861.000 SY	\$ 2.73000	\$ 2,350.53	\$ 4.00000	\$ 3,444.00	\$ 1.74000	\$ 1,498.14
RIPRAP FILTER FABRIC							
0032 4005.00	345.000 LB	\$ 2.59000	\$ 893.55	\$ 4.00000	\$ 1,380.00	\$ 2.40000	\$ 828.00
CAST IRON RING AND COVER							
0033 4016.00	1.000 EACH	\$ 18,444.10000	\$ 18,444.10	\$ 12,500.00000	\$ 12,500.00	\$ 10,865.30000	\$ 10,865.30
MANHOLE							
0034 4043.50	48.000 LF	\$ 7.80000	\$ 374.40	\$ 16.00000	\$ 768.00	\$ 33.83000	\$ 1,623.84
REMOVE SEWER PIPE							
0035 4044.00	1.000 EACH	\$ 19,015.55000	\$ 19,015.55	\$ 20,000.00000	\$ 20,000.00	\$ 12,079.37000	\$ 12,079.37
PREPARATION OF STRUCTURE							
0036 4050.01	6.000 CY	\$ 8.96000	\$ 53.76	\$ 220.00000	\$ 1,320.00	\$ 25.23000	\$ 151.38
EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS, AND HEADWALLS							
0037 4051.01	2968.000 CY	\$ 16.52000	\$ 49,031.36	\$ 38.00000	\$ 112,784.00	\$ 24.94000	\$ 74,021.92
EXCAVATION FOR BOX CULVERTS							
0038 4054.68	2200.000 SF / LUMP	\$ 140,238.00000	\$ 140,238.00	\$ 180,000.00000	\$ 180,000.00	\$ 405,625.00000	\$ 405,625.00
TEMPORARY SHORING							

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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0039 4101.06	617.840 CY	\$ 702.20000	\$ 433,847.25	\$ 600.00000	\$ 370,704.00	\$ 746.72000	\$ 461,353.48
CLASS 47B-3000 CONCRETE FOR BOX CULVERT							
0040 4107.07	0.300 CY	\$ 3,492.82000	\$ 1,047.85	\$ 3,800.00000	\$ 1,140.00	\$ 1,222.69000	\$ 366.81
CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS							
0041 4130.06	0.050 CY	\$ 6,585.33000	\$ 329.27	\$ 12,000.00000	\$ 600.00	\$ 9,333.66000	\$ 466.68
CLASS 47B-3000 CONCRETE FOR PIPE CULVERT PLUG							
0042 4151.00	148195.000 LB	\$ 1.49000	\$ 220,810.55	\$ 1.65000	\$ 244,521.75	\$ 1.71000	\$ 253,413.45
REINFORCING STEEL FOR BOX CULVERT							
0043 4157.00	32.000 LB	\$ 2.26000	\$ 72.32	\$ 9.00000	\$ 288.00	\$ 1.40000	\$ 44.80
REINFORCING STEEL FOR COLLARS							
0044 4310.15	2.000 EACH	\$ 935.16000	\$ 1,870.32	\$ 1,025.00000	\$ 2,050.00	\$ 861.31000	\$ 1,722.62
15" FLARED-END SECTION							
0045 4310.18	5.000 EACH	\$ 1,024.26000	\$ 5,121.30	\$ 1,125.00000	\$ 5,625.00	\$ 952.84000	\$ 4,764.20
18" FLARED-END SECTION							
0046 6310.00	529.000 SF	\$ 5.83000	\$ 3,084.07	\$ 34.00000	\$ 17,986.00	\$ 32.25000	\$ 17,060.25
STEEL SHEET PILING							
0047 8010.00	376.000 TON	\$ 62.71000	\$ 23,578.96	\$ 65.00000	\$ 24,440.00	\$ 74.01000	\$ 27,827.76
CRUSHED ROCK FOR BASE COURSE							
0048 P070.15	28.000 LF	\$ 45.57000	\$ 1,275.96	\$ 112.00000	\$ 3,136.00	\$ 90.47000	\$ 2,533.16
15" CULVERT PIPE, TYPE 2,3,4,5,6,7 OR 8							
0049 P070.18	92.000 LF	\$ 47.77000	\$ 4,394.84	\$ 130.00000	\$ 11,960.00	\$ 111.23000	\$ 10,233.16
18" CULVERT PIPE, TYPE 2,3,4,5,6,7 OR 8							
0050 P402.12	32.000 LF	\$ 34.11000	\$ 1,091.52	\$ 105.00000	\$ 3,360.00	\$ 59.02000	\$ 1,888.64
12" CULVERT PIPE, TYPE 3,4,5 OR 6							
0051 P700.18	151.000 LF	\$ 74.16000	\$ 11,198.16	\$ 92.00000	\$ 13,892.00	\$ 110.74000	\$ 16,721.74
18" STORM SEWER PIPE, TYPE 1,7 OR 8							
SECTION TOTALS			\$ 1,037,485.62		\$ 1,126,898.75		\$ 1,400,734.70

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**CALL ORDER:** 210  
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**PROJECT:** TAP-77(61)

LINE NO / ITEM CODE ITEM DESCRIPTION QUANTITY	(1) 0049 HAWKINS CONSTRUCTION COMPANY		(2) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(3) 2364 TAB CONST. (TAB HOLDING CO. INC. DBA)	
	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>0004 GROUP 5 SEEDING</b>						
0052 0030.50 1.000 LUMP MOBILIZATION	\$ 5,270.07000	\$ 5,270.07	\$ 5,300.00000	\$ 5,300.00	\$ 5,717.99000	\$ 5,717.99
0053 1040.00 4621.000 SY SLOPE PROTECTION	\$ 0.53000	\$ 2,449.13	\$ 0.60000	\$ 2,772.60	\$ 0.57000	\$ 2,633.97
0054 1040.06 1.400 TON SLOPE PROTECTION MULCH	\$ 527.01000	\$ 737.81	\$ 530.00000	\$ 742.00	\$ 571.80000	\$ 800.52
0055 1111.05 3980.000 LF REMOVE SILT FENCE	\$ 0.79000	\$ 3,144.20	\$ 1.00000	\$ 3,980.00	\$ 0.86000	\$ 3,422.80
0056 L001.01 2.400 ACRE SEEDING, TYPE A	\$ 2,845.84000	\$ 6,830.02	\$ 2,900.00000	\$ 6,960.00	\$ 3,087.72000	\$ 7,410.53
0057 L006.00 3.000 ACRE COVER CROP SEEDING	\$ 843.21000	\$ 2,529.63	\$ 850.00000	\$ 2,550.00	\$ 914.88000	\$ 2,744.64
0058 L019.12 4621.000 SY EROSION CONTROL, CLASS 1C	\$ 1.53000	\$ 7,070.13	\$ 1.60000	\$ 7,393.60	\$ 1.66000	\$ 7,670.86
0059 L019.15 80.000 SY EROSION CONTROL, CLASS 1F	\$ 3.16000	\$ 252.80	\$ 3.25000	\$ 260.00	\$ 3.43000	\$ 274.40
0060 L021.72 108.000 LF CURB INLET PROTECTION	\$ 12.65000	\$ 1,366.20	\$ 12.75000	\$ 1,377.00	\$ 13.73000	\$ 1,482.84
0061 L022.11 4976.000 LF FABRIC SILT FENCE-LOW POROSITY	\$ 3.43000	\$ 17,067.68	\$ 3.50000	\$ 17,416.00	\$ 3.72000	\$ 18,510.72
0062 L022.73 9950.000 LF SILT FENCE CLEANOUT	\$ 0.79000	\$ 7,860.50	\$ 1.00000	\$ 9,950.00	\$ 0.86000	\$ 8,557.00
0063 L022.83 675.000 LF SILT CHECK, TYPE 2-HIGH	\$ 4.74000	\$ 3,199.50	\$ 5.00000	\$ 3,375.00	\$ 5.15000	\$ 3,476.25
0064 L032.75 5.000 TON MULCH	\$ 421.61000	\$ 2,108.05	\$ 425.00000	\$ 2,125.00	\$ 457.44000	\$ 2,287.20
SECTION TOTALS		\$ 59,885.72		\$ 64,201.20		\$ 64,989.72

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LINE NO / ITEM CODE ITEM DESCRIPTION	(1) 0049 HAWKINS CONSTRUCTION COMPANY		(2) 0103 VRANA & SON CONSTRUCTION CO. (CHAS.)		(3) 2364 TAB CONST. (TAB HOLDING CO. INC. DBA)		
	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0005 GROUP 6 BRIDGE AT STA. 26+89.39							
0065 0030.60	1.000 LUMP	\$ 26,099.00000	\$ 26,099.00	\$ 20,000.00000	\$ 20,000.00	\$ 10,200.00000	\$ 10,200.00
MOBILIZATION							
0066 1043.50	181.000 SY	\$ 2.64000	\$ 477.84	\$ 7.00000	\$ 1,267.00	\$ 1.74000	\$ 314.94
RIPRAP FILTER FABRIC							
0067 6000.10	41.700 CY / LUMP	\$ 7,929.67000	\$ 7,929.67	\$ 4,000.00000	\$ 4,000.00	\$ 4,841.39000	\$ 4,841.39
ABUTMENT NO.1 EXCAVATION							
0068 6000.11	41.700 CY / LUMP	\$ 8,209.54000	\$ 8,209.54	\$ 4,000.00000	\$ 4,000.00	\$ 4,841.39000	\$ 4,841.39
ABUTMENT NO.2 EXCAVATION							
0069 6010.22	61.700 CY	\$ 618.44000	\$ 38,157.75	\$ 675.00000	\$ 41,647.50	\$ 685.59000	\$ 42,300.90
CLASS 47B-3000 CONCRETE FOR BRIDGE							
0070 6052.55	1.000 LUMP	\$ 15,603.78000	\$ 15,603.78	\$ 1.00000	\$ 1.00	\$ 18,574.86000	\$ 18,574.86
ACCESS CROSSING							
0071 6070.50	780.000 SF / LUMP	\$ 137,864.00000	\$ 137,864.00	\$ 118,500.00000	\$ 118,500.00	\$ 91,000.00000	\$ 91,000.00
PEDESTRIAN BRIDGE							
0072 6105.02	125.000 TON	\$ 72.15000	\$ 9,018.75	\$ 83.00000	\$ 10,375.00	\$ 89.03000	\$ 11,128.75
ROCK RIPRAP, TYPE B							
0073 6131.50	8176.000 LB	\$ 2.15000	\$ 17,578.40	\$ 2.25000	\$ 18,396.00	\$ 2.79000	\$ 22,811.04
EPOXY COATED REINFORCING STEEL							
0074 6139.50	19.000 SY	\$ 31.97000	\$ 607.43	\$ 25.00000	\$ 475.00	\$ 9.76000	\$ 185.44
SUBSURFACE DRAINAGE MATTING							
0075 8010.00	31.000 TON	\$ 64.63000	\$ 2,003.53	\$ 65.00000	\$ 2,015.00	\$ 112.03000	\$ 3,472.93
CRUSHED ROCK FOR BASE COURSE							
0076 8091.00	85.000 CY	\$ 52.22000	\$ 4,438.70	\$ 60.00000	\$ 5,100.00	\$ 129.31000	\$ 10,991.35
GRANULAR BACKFILL							
SECTION TOTALS			\$ 267,988.39	\$ 225,776.50		\$ 220,662.99	
0006 GROUP 7B FENCE							

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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0077 0030.70	1.000 LUMP	\$ 158.10000	\$ 158.10	\$ 4,800.00000	\$ 4,800.00	\$ 755.00000	\$ 755.00
MOBILIZATION							
0078 7110.06	134.000 LF	\$ 52.70000	\$ 7,061.80	\$ 48.00000	\$ 6,432.00	\$ 57.18000	\$ 7,662.12
6 FOOT CHAIN-LINK FENCE							
0079 7115.06	2.000 EACH	\$ 210.80000	\$ 421.60	\$ 120.00000	\$ 240.00	\$ 228.72000	\$ 457.44
END POST FOR 6 FOOT CHAIN-LINK FENCE							
0080 7116.06	2.000 EACH	\$ 263.50000	\$ 527.00	\$ 120.00000	\$ 240.00	\$ 285.90000	\$ 571.80
CORNER POST FOR 6 FOOT CHAIN-LINK FENCE							
SECTION TOTALS			\$ 8,168.50		\$ 11,712.00		\$ 9,446.36
<b>0007 GROUP 8B ELECTRICAL</b>							
0081 0030.80	1.000 LUMP	\$ 1,358.38000	\$ 1,358.38	\$ 1,700.00000	\$ 1,700.00	\$ 1,465.00000	\$ 1,465.00
MOBILIZATION							
0082 A010.89	10.000 EACH	\$ 1,181.93000	\$ 11,819.30	\$ 1,200.00000	\$ 12,000.00	\$ 1,276.78000	\$ 12,767.80
UNDERDECK LUMINAIRE							
0083 A067.03	175.000 LF	\$ 19.32000	\$ 3,381.00	\$ 20.00000	\$ 3,500.00	\$ 20.87000	\$ 3,652.25
1-INCH GRS CONDUIT							
0084 A070.10	115.000 LF	\$ 17.43000	\$ 2,004.45	\$ 18.00000	\$ 2,070.00	\$ 18.84000	\$ 2,166.60
1 1/2-INCH CONDUIT IN TRENCH							
0085 A080.69	290.000 LF	\$ 1.83000	\$ 530.70	\$ 2.00000	\$ 580.00	\$ 1.98000	\$ 574.20
3/C #8 AWG STREET LIGHTING CABLE							
SECTION TOTALS			\$ 19,093.83		\$ 19,850.00		\$ 20,625.85
<b>0008 GROUP 8C SIGNING</b>							
0086 0030.80	1.000 LUMP	\$ 500.00000	\$ 500.00	\$ 160.00000	\$ 160.00	\$ 465.00000	\$ 465.00
MOBILIZATION							
0087 7321.00	52.600 SF	\$ 31.62000	\$ 1,663.21	\$ 32.00000	\$ 1,683.20	\$ 34.00000	\$ 1,788.40
TYPE A SIGN							

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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0088 7333.03	154.000 LF	\$ 21.08000	\$ 3,246.32	\$ 22.00000	\$ 3,388.00	\$ 22.68000	\$ 3,492.72
SIGN POST							
SECTION TOTALS			\$ 5,409.53		\$ 5,231.20		\$ 5,746.12
<b>0009 GROUP 10 GENERAL ITEMS</b>							
0089 0001.08	14285.000 BDAY	\$ 0.50000	\$ 7,142.50	\$ 0.50000	\$ 7,142.50	\$ 0.50000	\$ 7,142.50
BARRICADE, TYPE II							
0090 0001.10	1800.000 BDAY	\$ 1.58000	\$ 2,844.00	\$ 1.60000	\$ 2,880.00	\$ 1.70000	\$ 3,060.00
BARRICADE, TYPE III							
0091 0001.90	13055.000 EACH	\$ 0.32000	\$ 4,177.60	\$ 0.35000	\$ 4,569.25	\$ 0.34000	\$ 4,438.70
SIGN DAY							
0092 0002.28	4870.000 LF	\$ 0.90000	\$ 4,383.00	\$ 1.00000	\$ 4,870.00	\$ 0.96000	\$ 4,675.20
TEMPORARY PAVEMENT MARKING REMOVAL							
0093 0002.44	4870.000 LF	\$ 0.53000	\$ 2,581.10	\$ 0.55000	\$ 2,678.50	\$ 0.57000	\$ 2,775.90
TEMPORARY PAVEMENT MARKING, TYPE PAINT							
0094 0002.47	4870.000 LF	\$ 0.05000	\$ 243.50	\$ 0.10000	\$ 487.00	\$ 0.06000	\$ 292.20
TEMPORARY PAVEMENT MARKING SURFACE PREPARATION							
0095 0002.85	25.000 EACH	\$ 52.70000	\$ 1,317.50	\$ 53.00000	\$ 1,325.00	\$ 56.68000	\$ 1,417.00
TUBULAR POST							
0096 0002.97	225.000 DAY	\$ 26.35000	\$ 5,928.75	\$ 27.00000	\$ 6,075.00	\$ 28.34000	\$ 6,376.50
FLASHING ARROW PANEL							
0097 0003.50	225.000 LF	\$ 26.88000	\$ 6,048.00	\$ 28.00000	\$ 6,300.00	\$ 38.00000	\$ 8,550.00
CONCRETE PROTECTION BARRIER							
0098 0003.56	225.000 LF	\$ 4.87000	\$ 1,095.75	\$ 5.00000	\$ 1,125.00	\$ 15.00000	\$ 3,375.00
RELOCATE CONCRETE PROTECTION BARRIER							
0099 0003.57	1.000 EACH	\$ 527.01000	\$ 527.01	\$ 530.00000	\$ 530.00	\$ 566.80000	\$ 566.80
RELOCATE INERTIAL BARRIER SYSTEM							



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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0100 0003.58 INERTIAL BARRIER SYSTEM	1.000 EACH	\$ 790.51000	\$ 790.51	\$ 800.00000	\$ 800.00	\$ 850.20000	\$ 850.20
0101 0005.10 TRAFFIC CONTROL MANAGEMENT	150.000 DAY	\$ 79.05000	\$ 11,857.50	\$ 80.00000	\$ 12,000.00	\$ 100.00000	\$ 15,000.00
0102 0010.04 FIELD OFFICE	1.000 EACH	\$ 13,730.83000	\$ 13,730.83	\$ 8,400.00000	\$ 8,400.00	\$ 5,225.14000	\$ 5,225.14
0103 0020.00 TRAINING	100.000 HOUR	\$ 2.00000	\$ 200.00	\$ 2.00000	\$ 200.00	\$ 2.00000	\$ 200.00
0104 0030.00 MOBILIZATION	1.000 LUMP	\$ 8,815.00000	\$ 8,815.00	\$ 15,250.00000	\$ 15,250.00	\$ 8,300.00000	\$ 8,300.00
0105 1995.00 STABILIZED CONSTRUCTION EXIT	4.000 EACH	\$ 5,434.12000	\$ 21,736.48	\$ 1,650.00000	\$ 6,600.00	\$ 1,793.25000	\$ 7,173.00
0106 9110.01 RENTAL OF LOADER, FULLY OPERATED	5.000 HOUR	\$ 135.35000	\$ 676.75	\$ 132.00000	\$ 660.00	\$ 156.97000	\$ 784.85
0107 9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	5.000 HOUR	\$ 124.07000	\$ 620.35	\$ 125.00000	\$ 625.00	\$ 124.46000	\$ 622.30
0108 9110.07 RENTAL OF SKID LOADER, FULLY OPERATED	5.000 HOUR	\$ 140.99000	\$ 704.95	\$ 135.00000	\$ 675.00	\$ 97.01000	\$ 485.05
0109 9110.27 RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	5.000 HOUR	\$ 197.38000	\$ 986.90	\$ 150.00000	\$ 750.00	\$ 145.03000	\$ 725.15
0110 L022.75 TEMPORARY SILT CHECK	400.000 LF	\$ 4.74000	\$ 1,896.00	\$ 5.00000	\$ 2,000.00	\$ 5.15000	\$ 2,060.00
0111 L032.70 TEMPORARY MULCH	3.000 TON	\$ 527.01000	\$ 1,581.03	\$ 530.00000	\$ 1,590.00	\$ 571.80000	\$ 1,715.40
0112 L860.50 ENVIRONMENTAL COMMITMENTS - CONTRACTOR COMPLIANCE	1.000 LUMP	\$ 112.79000	\$ 112.79	\$ 20,000.00000	\$ 20,000.00	\$ 12,430.56000	\$ 12,430.56
0113 L860.51 ENVIRONMENTAL INCENTIVE	1.000 EACH	\$ 500.00000	\$ 500.00	\$ 500.00000	\$ 500.00	\$ 500.00000	\$ 500.00

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	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0114 L860.52 1.000 CDAY ENVIRONMENTAL DISINCENTIVE	(\$ 500.00000)	(\$ 500.00)	(\$ 500.00000)	(\$ 500.00)	(\$ 500.00000)	(\$ 500.00)
SECTION TOTALS		\$ 99,997.80		\$ 107,532.25		\$ 98,241.45
CONTRACT TOTALS		\$2,245,676.92		\$2,423,839.06		\$2,705,975.49

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LINE NO / ITEM CODE ITEM DESCRIPTION QUANTITY	(4) 1783 VALLEY CORPORATION		(5) 0306 MIDWEST INFRASTRUCTURE, INC.	
	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>0001 GROUP 1 GRADING</b>				
0001 0030.10 1.000 LUMP MOBILIZATION	\$ 69,513.07000	\$ 69,513.07	\$ 30,757.27000	\$ 30,757.27
0002 1000.00 5.000 EACH LARGE TREE REMOVAL	\$ 4,176.66000	\$ 20,883.30	\$ 1,150.00000	\$ 5,750.00
0003 1009.00 1.000 LUMP GENERAL CLEARING AND GRUBBING	\$ 130,652.20000	\$ 130,652.20	\$ 94,090.91000	\$ 94,090.91
0004 1011.00 57.000 MGAL WATER	\$ 30.00000	\$ 1,710.00	\$ 30.00000	\$ 1,710.00
0005 1030.00 4200.000 CY EARTHWORK MEASURED IN EMBANKMENT	\$ 17.20000	\$ 72,240.00	\$ 24.05000	\$ 101,010.00
0006 1031.00 50.000 TON ROCK RIPRAP, TYPE B	\$ 92.47000	\$ 4,623.50	\$ 94.09000	\$ 4,704.50
0007 1041.00 12650.000 SY SALVAGING AND PLACING TOPSOIL	\$ 3.96000	\$ 50,094.00	\$ 1.56000	\$ 19,734.00
0008 1043.50 49.000 SY RIPRAP FILTER FABRIC	\$ 3.70000	\$ 181.30	\$ 6.27000	\$ 307.23
0009 1101.00 920.000 SY REMOVE PAVEMENT	\$ 12.16000	\$ 11,187.20	\$ 16.73000	\$ 15,391.60
0010 1101.25 1057.000 LF SAWING PAVEMENT	\$ 8.06000	\$ 8,519.42	\$ 8.36000	\$ 8,836.52
0011 1107.00 626.000 SY REMOVE WALK	\$ 8.25000	\$ 5,164.50	\$ 12.55000	\$ 7,856.30
0012 1122.01 41.000 SY REMOVE CONCRETE MEDIAN SURFACING	\$ 9.22000	\$ 378.02	\$ 14.64000	\$ 600.24
0013 4094.03 107.000 SF MODULAR BLOCK WALL	\$ 57.02000	\$ 6,101.14	\$ 99.31000	\$ 10,626.17
SECTION TOTALS		\$ 381,247.65		\$ 301,374.74
<b>0002 GROUP 3 CONCRETE PAVEMENT</b>				

**BID TABULATIONS**

06/17/2022  
08:12 AM

**CALL ORDER:** 210  
**CONTRACT ID:** 22757  
**PROJECT:** TAP-77(61)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(4) 1783 VALLEY CORPORATION		(5) 0306 MIDWEST INFRASTRUCTURE, INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0014 0002.30 PAVEMENT MARKING REMOVAL	640.000 LF	\$ 1.19000	\$ 761.60	\$ 1.15000	\$ 736.00
0015 0030.30 MOBILIZATION	1.000 LUMP	\$ 76,118.59000	\$ 76,118.59	\$ 51,394.55000	\$ 51,394.55
0016 3016.39 DETECTABLE WARNING PANEL	40.000 SF	\$ 54.65000	\$ 2,186.00	\$ 100.05000	\$ 4,002.00
0017 3016.51 6" CONCRETE CLASS 47B-3500 SIDEWALK	81.000 SY	\$ 87.56000	\$ 7,092.36	\$ 72.45000	\$ 5,868.45
0018 3016.71 6" CONCRETE CLASS 47B-3500 BIKEWAY	4036.000 SY	\$ 96.47000	\$ 389,352.92	\$ 74.75000	\$ 301,691.00
0019 3017.28 CONCRETE CLASS 47B-3500 MEDIAN SURFACING	247.000 SY	\$ 83.83000	\$ 20,706.01	\$ 74.75000	\$ 18,463.25
0020 3075.42 9" CONCRETE PAVEMENT, CLASS 47B-3500	713.000 SY	\$ 116.41000	\$ 83,000.33	\$ 86.25000	\$ 61,496.25
0021 3089.25 TEMPORARY SURFACING	397.000 SY	\$ 90.88000	\$ 36,079.36	\$ 75.90000	\$ 30,132.30
0022 4005.00 CAST IRON RING AND COVER	350.000 LB	\$ 3.07000	\$ 1,074.50	\$ 4.50000	\$ 1,575.00
0023 4015.00 ADJUST MANHOLE TO GRADE	1.000 EACH	\$ 356.56000	\$ 356.56	\$ 1,568.19000	\$ 1,568.19
0024 6404.50 PEDESTRIAN RAILING	693.000 LF	\$ 71.28000	\$ 49,397.04	\$ 66.70000	\$ 46,223.10
0025 7495.24 24" WHITE PERMANENT PAVEMENT MARKING PAINT	60.000 LF	\$ 59.40000	\$ 3,564.00	\$ 57.50000	\$ 3,450.00
0026 7495.55 5" WHITE PERMANENT PAVEMENT MARKING PAINT	46.000 LF	\$ 11.88000	\$ 546.48	\$ 11.50000	\$ 529.00
0027 9111.00 WATER	3.000 MGAL	\$ 30.00000	\$ 90.00	\$ 34.50000	\$ 103.50

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**PROJECT:** TAP-77(61)

LINE NO / ITEM CODE ITEM DESCRIPTION QUANTITY	(4) 1783 VALLEY CORPORATION		(5) 0306 MIDWEST INFRASTRUCTURE, INC.	
	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0028 9170.00 2.719 STA EARTH SHOULDER CONSTRUCTION	\$ 323.73000	\$ 880.22	\$ 460.00000	\$ 1,250.74
0029 9173.20 713.000 SY SUBGRADE PREPARATION	\$ 8.32000	\$ 5,932.16	\$ 4.60000	\$ 3,279.80
SECTION TOTALS		\$ 677,138.13		\$ 531,763.13
<b>0003 GROUP 4 CULVERTS</b>				
0030 0030.40 1.000 LUMP MOBILIZATION	\$ 50,344.80000	\$ 50,344.80	\$ 152,720.00000	\$ 152,720.00
0031 1043.50 861.000 SY RIPRAP FILTER FABRIC	\$ 3.70000	\$ 3,185.70	\$ 6.27000	\$ 5,398.47
0032 4005.00 345.000 LB CAST IRON RING AND COVER	\$ 3.12000	\$ 1,076.40	\$ 4.50000	\$ 1,552.50
0033 4016.00 1.000 EACH MANHOLE	\$ 6,425.04000	\$ 6,425.04	\$ 51,425.91000	\$ 51,425.91
0034 4043.50 48.000 LF REMOVE SEWER PIPE	\$ 30.13000	\$ 1,446.24	\$ 52.27000	\$ 2,508.96
0035 4044.00 1.000 EACH PREPARATION OF STRUCTURE	\$ 13,208.10000	\$ 13,208.10	\$ 81,200.88000	\$ 81,200.88
0036 4050.01 6.000 CY EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS, AND HEADWALLS	\$ 7.35000	\$ 44.10	\$ 310.72000	\$ 1,864.32
0037 4051.01 2968.000 CY EXCAVATION FOR BOX CULVERTS	\$ 18.27000	\$ 54,225.36	\$ 43.15000	\$ 128,069.20
0038 4054.68 2200.000 SF / LUMP TEMPORARY SHORING	\$ 115,859.72000	\$ 115,859.72	\$ 331,588.30000	\$ 331,588.30
0039 4101.06 617.840 CY CLASS 47B-3000 CONCRETE FOR BOX CULVERT	\$ 676.55000	\$ 417,999.65	\$ 861.60000	\$ 532,330.94

**BID TABULATIONS**

06/17/2022  
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**CALL ORDER:** 210  
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**PROJECT:** TAP-77(61)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(4) 1783 VALLEY CORPORATION		(5) 0306 MIDWEST INFRASTRUCTURE, INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0040 4107.07 CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	0.300 CY	\$ 1,657.60000	\$ 497.28	\$ 8,676.99000	\$ 2,603.10
0041 4130.06 CLASS 47B-3000 CONCRETE FOR PIPE CULVERT PLUG	0.050 CY	\$ 9,862.20000	\$ 493.11	\$ 25,558.46000	\$ 1,277.92
0042 4151.00 REINFORCING STEEL FOR BOX CULVERT	148195.000 LB	\$ 2.42000	\$ 358,631.90	\$ 1.91000	\$ 283,052.45
0043 4157.00 REINFORCING STEEL FOR COLLARS	32.000 LB	\$ 2.86000	\$ 91.52	\$ 9.42000	\$ 301.44
0044 4310.15 15" FLARED-END SECTION	2.000 EACH	\$ 753.51000	\$ 1,507.02	\$ 1,019.31000	\$ 2,038.62
0045 4310.18 18" FLARED-END SECTION	5.000 EACH	\$ 849.84000	\$ 4,249.20	\$ 1,097.73000	\$ 5,488.65
0046 6310.00 STEEL SHEET PILING	529.000 SF	\$ 42.91000	\$ 22,699.39	\$ 33.47000	\$ 17,705.63
0047 8010.00 CRUSHED ROCK FOR BASE COURSE	376.000 TON	\$ 92.52000	\$ 34,787.52	\$ 123.78000	\$ 46,541.28
0048 P070.15 15" CULVERT PIPE, TYPE 2,3,4,5,6,7 OR 8	28.000 LF	\$ 61.14000	\$ 1,711.92	\$ 140.09000	\$ 3,922.52
0049 P070.18 18" CULVERT PIPE, TYPE 2,3,4,5,6,7 OR 8	92.000 LF	\$ 62.66000	\$ 5,764.72	\$ 172.50000	\$ 15,870.00
0050 P402.12 12" CULVERT PIPE, TYPE 3,4,5 OR 6	32.000 LF	\$ 57.13000	\$ 1,828.16	\$ 118.14000	\$ 3,780.48
0051 P700.18 18" STORM SEWER PIPE, TYPE 1,7 OR 8	151.000 LF	\$ 71.22000	\$ 10,754.22	\$ 204.91000	\$ 30,941.41
SECTION TOTALS			\$ 1,106,831.07		\$ 1,702,182.98
<b>0004 GROUP 5 SEEDING</b>					
0052 0030.50 MOBILIZATION	1.000 LUMP	\$ 12,039.55000	\$ 12,039.55	\$ 8,434.73000	\$ 8,434.73

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**PROJECT: TAP-77(61)**

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(4) 1783 VALLEY CORPORATION		(5) 0306 MIDWEST INFRASTRUCTURE, INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0053 1040.00 SLOPE PROTECTION	4621.000 SY	\$ 1.78000	\$ 8,225.38	\$ 2.59000	\$ 11,968.39
0054 1040.06 SLOPE PROTECTION MULCH	1.400 TON	\$ 8.02000	\$ 11.23	\$ 2,875.00000	\$ 4,025.00
0055 1111.05 REMOVE SILT FENCE	3980.000 LF	\$ 1.25000	\$ 4,975.00	\$ 1.15000	\$ 4,577.00
0056 L001.01 SEEDING, TYPE A	2.400 ACRE	\$ 2,257.20000	\$ 5,417.28	\$ 2,990.00000	\$ 7,176.00
0057 L006.00 COVER CROP SEEDING	3.000 ACRE	\$ 778.14000	\$ 2,334.42	\$ 345.00000	\$ 1,035.00
0058 L019.12 EROSION CONTROL, CLASS 1C	4621.000 SY	\$ 1.49000	\$ 6,885.29	\$ 2.59000	\$ 11,968.39
0059 L019.15 EROSION CONTROL, CLASS 1F	80.000 SY	\$ 6.00000	\$ 480.00	\$ 5.75000	\$ 460.00
0060 L021.72 CURB INLET PROTECTION	108.000 LF	\$ 23.87000	\$ 2,577.96	\$ 16.10000	\$ 1,738.80
0061 L022.11 FABRIC SILT FENCE-LOW POROSITY	4976.000 LF	\$ 3.86000	\$ 19,207.36	\$ 3.45000	\$ 17,167.20
0062 L022.73 SILT FENCE CLEANOUT	9950.000 LF	\$ 1.25000	\$ 12,437.50	\$ 0.58000	\$ 5,771.00
0063 L022.83 SILT CHECK, TYPE 2-HIGH	675.000 LF	\$ 7.01000	\$ 4,731.75	\$ 5.75000	\$ 3,881.25
0064 L032.75 MULCH	5.000 TON	\$ 801.90000	\$ 4,009.50	\$ 920.00000	\$ 4,600.00
SECTION TOTALS			\$ 83,332.22		\$ 82,802.76
<b>0005 GROUP 6 BRIDGE AT STA. 26+89.39</b>					
0065 0030.60 MOBILIZATION	1.000 LUMP	\$ 32,352.29000	\$ 32,352.29	\$ 67,152.02000	\$ 67,152.02

**BID TABULATIONS**

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**PROJECT:** TAP-77(61)

LINE NO / ITEM CODE ITEM DESCRIPTION		(4) 1783 VALLEY CORPORATION		(5) 0306 MIDWEST INFRASTRUCTURE, INC.	
QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0066 1043.50	181.000 SY	\$ 4.09000	\$ 740.29	\$ 7.34000	\$ 1,328.54
RIPRAP FILTER FABRIC					
0067 6000.10	41.700 CY / LUMP	\$ 32,407.95000	\$ 32,407.95	\$ 9,790.74000	\$ 9,790.74
ABUTMENT NO.1 EXCAVATION					
0068 6000.11	41.700 CY / LUMP	\$ 20,937.74000	\$ 20,937.74	\$ 9,790.74000	\$ 9,790.74
ABUTMENT NO.2 EXCAVATION					
0069 6010.22	61.700 CY	\$ 861.79000	\$ 53,172.44	\$ 1,073.09000	\$ 66,209.65
CLASS 47B-3000 CONCRETE FOR BRIDGE					
0070 6052.55	1.000 LUMP	\$ 49,676.75000	\$ 49,676.75	\$ 36,348.47000	\$ 36,348.47
ACCESS CROSSING					
0071 6070.50	780.000 SF / LUMP	\$ 141,458.64000	\$ 141,458.64	\$ 144,222.43000	\$ 144,222.43
PEDESTRIAN BRIDGE					
0072 6105.02	125.000 TON	\$ 90.50000	\$ 11,312.50	\$ 101.27000	\$ 12,658.75
ROCK RIPRAP, TYPE B					
0073 6131.50	8176.000 LB	\$ 4.44000	\$ 36,301.44	\$ 2.63000	\$ 21,502.88
EPOXY COATED REINFORCING STEEL					
0074 6139.50	19.000 SY	\$ 126.11000	\$ 2,396.09	\$ 92.69000	\$ 1,761.11
SUBSURFACE DRAINAGE MATTING					
0075 8010.00	31.000 TON	\$ 112.58000	\$ 3,489.98	\$ 115.34000	\$ 3,575.54
CRUSHED ROCK FOR BASE COURSE					
0076 8091.00	85.000 CY	\$ 89.28000	\$ 7,588.80	\$ 99.03000	\$ 8,417.55
GRANULAR BACKFILL					
SECTION TOTALS			\$ 391,834.91		\$ 382,758.42
<b>0006 GROUP 7B FENCE</b>					
0077 0030.70	1.000 LUMP	\$ 5,557.15000	\$ 5,557.15	\$ 862.50000	\$ 862.50
MOBILIZATION					
0078 7110.06	134.000 LF	\$ 65.34000	\$ 8,755.56	\$ 57.50000	\$ 7,705.00
6 FOOT CHAIN-LINK FENCE					



**BID TABULATIONS**

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LINE NO / ITEM CODE ITEM DESCRIPTION QUANTITY	(4) 1783 VALLEY CORPORATION		(5) 0306 MIDWEST INFRASTRUCTURE, INC.	
	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0079 7115.06 2.000 EACH END POST FOR 6 FOOT CHAIN-LINK FENCE	\$ 243.54000	\$ 487.08	\$ 230.00000	\$ 460.00
0080 7116.06 2.000 EACH CORNER POST FOR 6 FOOT CHAIN-LINK FENCE	\$ 302.94000	\$ 605.88	\$ 287.50000	\$ 575.00
SECTION TOTALS		\$ 15,405.67		\$ 9,602.50
<b>0007 GROUP 8B ELECTRICAL</b>				
0081 0030.80 1.000 LUMP MOBILIZATION	\$ 22,637.14000	\$ 22,637.14	\$ 1,482.09000	\$ 1,482.09
0082 A010.89 10.000 EACH UNDERDECK LUMINAIRE	\$ 1,366.20000	\$ 13,662.00	\$ 1,289.56000	\$ 12,895.60
0083 A067.03 175.000 LF 1-INCH GRS CONDUIT	\$ 21.98000	\$ 3,846.50	\$ 21.08000	\$ 3,689.00
0084 A070.10 115.000 LF 1 1/2-INCH CONDUIT IN TRENCH	\$ 19.90000	\$ 2,288.50	\$ 19.02000	\$ 2,187.30
0085 A080.69 290.000 LF 3/C #8 AWG STREET LIGHTING CABLE	\$ 2.14000	\$ 620.60	\$ 2.00000	\$ 580.00
SECTION TOTALS		\$ 43,054.74		\$ 20,833.99
<b>0008 GROUP 8C SIGNING</b>				
0086 0030.80 1.000 LUMP MOBILIZATION	\$ 5,319.55000	\$ 5,319.55	\$ 988.06000	\$ 988.06
0087 7321.00 52.600 SF TYPE A SIGN	\$ 35.64000	\$ 1,874.66	\$ 57.40000	\$ 3,019.24
0088 7333.03 154.000 LF SIGN POST	\$ 23.76000	\$ 3,659.04	\$ 17.84000	\$ 2,747.36
SECTION TOTALS		\$ 10,853.25		\$ 6,754.66
<b>0009 GROUP 10 GENERAL ITEMS</b>				

**BID TABULATIONS**

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LINE NO / ITEM CODE ITEM DESCRIPTION		(4) 1783 VALLEY CORPORATION		(5) 0306 MIDWEST INFRASTRUCTURE, INC.	
QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0089 0001.08	14285.000 BDAY	\$ 0.50000	\$ 7,142.50	\$ 0.50000	\$ 7,142.50
BARRICADE, TYPE II					
0090 0001.10	1800.000 BDAY	\$ 1.78000	\$ 3,204.00	\$ 1.73000	\$ 3,114.00
BARRICADE, TYPE III					
0091 0001.90	13055.000 EACH	\$ 0.42000	\$ 5,483.10	\$ 0.35000	\$ 4,569.25
SIGN DAY					
0092 0002.28	4870.000 LF	\$ 1.01000	\$ 4,918.70	\$ 0.98000	\$ 4,772.60
TEMPORARY PAVEMENT MARKING REMOVAL					
0093 0002.44	4870.000 LF	\$ 0.59000	\$ 2,873.30	\$ 0.58000	\$ 2,824.60
TEMPORARY PAVEMENT MARKING, TYPE PAINT					
0094 0002.47	4870.000 LF	\$ 0.06000	\$ 292.20	\$ 0.06000	\$ 292.20
TEMPORARY PAVEMENT MARKING SURFACE PREPARATION					
0095 0002.85	25.000 EACH	\$ 59.40000	\$ 1,485.00	\$ 57.50000	\$ 1,437.50
TUBULAR POST					
0096 0002.97	225.000 DAY	\$ 29.70000	\$ 6,682.50	\$ 28.75000	\$ 6,468.75
FLASHING ARROW PANEL					
0097 0003.50	225.000 LF	\$ 30.29000	\$ 6,815.25	\$ 29.33000	\$ 6,599.25
CONCRETE PROTECTION BARRIER					
0098 0003.56	225.000 LF	\$ 5.52000	\$ 1,242.00	\$ 5.31000	\$ 1,194.75
RELOCATE CONCRETE PROTECTION BARRIER					
0099 0003.57	1.000 EACH	\$ 594.00000	\$ 594.00	\$ 575.00000	\$ 575.00
RELOCATE INERTIAL BARRIER SYSTEM					
0100 0003.58	1.000 EACH	\$ 891.00000	\$ 891.00	\$ 862.50000	\$ 862.50
INERTIAL BARRIER SYSTEM					
0101 0005.10	150.000 DAY	\$ 89.10000	\$ 13,365.00	\$ 86.25000	\$ 12,937.50
TRAFFIC CONTROL MANAGEMENT					
0102 0010.04	1.000 EACH	\$ 28,358.40000	\$ 28,358.40	\$ 40,250.00000	\$ 40,250.00
FIELD OFFICE					

**BID TABULATIONS**

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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0103 0020.00 TRAINING	100.000 HOUR	\$ 2.00000	\$ 200.00	\$ 2.00000	\$ 200.00
0104 0030.00 MOBILIZATION	1.000 LUMP	\$ 29,265.55000	\$ 29,265.55	\$ 21,620.00000	\$ 21,620.00
0105 1995.00 STABILIZED CONSTRUCTION EXIT	4.000 EACH	\$ 4,772.75000	\$ 19,091.00	\$ 5,750.00000	\$ 23,000.00
0106 9110.01 RENTAL OF LOADER, FULLY OPERATED	5.000 HOUR	\$ 149.18000	\$ 745.90	\$ 149.50000	\$ 747.50
0107 9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	5.000 HOUR	\$ 147.84000	\$ 739.20	\$ 126.50000	\$ 632.50
0108 9110.07 RENTAL OF SKID LOADER, FULLY OPERATED	5.000 HOUR	\$ 129.02000	\$ 645.10	\$ 161.00000	\$ 805.00
0109 9110.27 RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	5.000 HOUR	\$ 182.78000	\$ 913.90	\$ 224.25000	\$ 1,121.25
0110 L022.75 TEMPORARY SILT CHECK	400.000 LF	\$ 3.86000	\$ 1,544.00	\$ 5.75000	\$ 2,300.00
0111 L032.70 TEMPORARY MULCH	3.000 TON	\$ 801.90000	\$ 2,405.70	\$ 345.00000	\$ 1,035.00
0112 L860.50 ENVIRONMENTAL COMMITMENTS - CONTRACTOR COMPLIANCE	1.000 LUMP	\$ 15,052.80000	\$ 15,052.80	\$ 8,050.00000	\$ 8,050.00
0113 L860.51 ENVIRONMENTAL INCENTIVE	1.000 EACH	\$ 500.00000	\$ 500.00	\$ 500.00000	\$ 500.00
0114 L860.52 ENVIRONMENTAL DISINCENTIVE	1.000 CDAY	(\$ 500.00000)	(\$ 500.00)	(\$ 500.00000)	(\$ 500.00)
SECTION TOTALS			\$ 153,950.10		\$ 152,551.65
CONTRACT TOTALS			\$2,863,647.74		\$3,190,624.83

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS CK LIQUOR LICENSE FOR HOA RESTAURANT HOLDER LLC DBA HOOTERS IN LA VISTA, NEBRASKA.

WHEREAS, HOA Restaurant Holder LLC dba Hooters, 12710 Westport Pkwy Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class CK Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class CK Liquor License submitted by HOA Restaurant Holder LLC dba Hooters, 12710 Westport Pkwy Street, La Vista, Sarpy County, Nebraska.

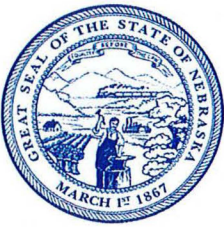
PASSED AND APPROVED THIS 5TH DAY OF JULY 2022.

CITY OF LA VISTA

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

ATTEST:

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



**Pete Ricketts**  
*Governor*

**STATE OF NEBRASKA**  
**NEBRASKA LIQUOR CONTROL COMMISSION**

**Hobert B. Rupe**  
*Executive Director*  
301 Centennial Mall South  
P.O. Box 95046  
Lincoln, Nebraska, 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814 or (402) 471-2374  
TSR USER 800-833-7352 (TTY)  
Web Address <https://www.lcc.nebraska.gov/>

June 3, 2022

LaVista City Clerk  
8116 Park View Blvd  
LaVista NE 68128-2198

RE: Catering Application for License Class C - 122922

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body,
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE A LICENSEE MUST BE APROPERLY LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS. A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

*Michelle Porter*

NEBRASKA LIQUOR CONTROL COMMISSION  
Michelle Porter  
Licensing Division

Enclosures

**Kim Lowe**  
*Commissioner*

**Bruce Bailey**  
*Chairman*

**Harry Hoch**  
*Commissioner*

# APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

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

License  
Class: C K

License  
Number: 122922

RECEIVED

JUN - 3 2022

NEBRASKA LIQUOR  
CONTROL COMMISSION

- Application fee \$100.00
- Please pay online at: [www.ne.gov/go/NLCCpayport](http://www.ne.gov/go/NLCCpayport)
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

## LICENSEE

Troy Falk HOA Restaurant Holder LLC

## TRADE NAME

Hooters

## PREMISES ADDRESS

12710 Westport Parkway

## CITY

LaVista

## ZIP CODE

68138

## CONTACT PERSON

Troy Falk

## PHONE NUMBER

402 281-1300

## EMAIL

lavista@hooters.com

Signature of AUTHORIZED LICENSEE REPRESENTATIVE  
(Do not sign until in the presence of the Notary Public)

Troy Falk

Printed Name of AUTHORIZED LICENSEE REPRESENTATIVE

State of Nebraska, County of Sarpy

The foregoing instrument was acknowledged before me this:

6.2.2022

(Date)

By:

Troy Falk

Name of person signing document in front of Notary

Stacy C Bisgrove

Notary Public Signature

GENERAL NOTARY - State of Nebraska  
STACY C. BISGROVE  
My Comm. Exp. April 4, 2025

Office Use Only

BARCODE LABEL