LA VISTA CITY COUNCIL MEETING AGENDA
July 5, 2023
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**
- **Swear in Police Sergeants – Nick Boswell and Brian Mathew**

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 20, 2023 City Council Meeting**
3. **Approval of the Minutes of the June 15, 2023 Planning Commission Meeting**
4. **Request for Payment – Lamp Rynearson – Professional Services – 2023 Pavement Condition Assessment – $789.70**
5. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking Phase 1 – $21,960.83**
6. **Request for Payment – Thiele Geotech Inc – Construction Services – UBAS at Crestview Heights – $915.00**
7. **Approve Manager Application – Class D Liquor License – Kwik Shop, Inc. – Cassandra M. Gerih**
8. **Approval of Claims**

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

B. Citizen Advisory Review Committee – EDP Report
1. Public Hearing

C. Presentation – Sewer Rate Study FY25 - FY29

D. Approval of Class Z, L & CK Liquor License Applications – Nebraska Beverage Partners, LLC dba Brickway Brewing & Distilling
1. Public Hearing
2. Resolution

E. Planned Unit Development Site Plan – Lot 2 Mayfair 2nd Addition Replat 3 and Lots 1, 2 and 3 Mayfair 2nd Addition Replat Seven
1. Public Hearing
2. Ordinance

F. Conditional Use Permit – Lot 2 Mayfair 2nd Addition Replat 3 and Lots 1, 2 and 3 Mayfair 2nd Addition Replat Seven
1. Public Hearing
2. Resolution

G. Replat & Subdivision Agreement – Mayfair 2nd Addition Replat Eight
1. Resolution – Approve Replat
2. Resolution – Approve Subdivision Agreement

H. Ordinance – Continuation of the ½ Percent Sales Tax

I. Resolution – Authorization to Invest City Funds with Nebraska CLASS Trust

J. Resolution – Authorize Purchase – Ice Maker – The Link

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

K. Executive Session – Personnel

** L. Possible Resolution – Personnel Decision

** M. Possible Resolution – Retirement Transition Agreement and Release

- Adjournment

****Amended July 3, 2023 4:00PM**

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 20, 2023

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 20, 2023. Present were Councilmembers: Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, City Engineer Dowse, Human Resources Director Lowery, Finance Director Harris, Community Development Director Fountain, Director of Public Works Soucie, Library Director Barcal, Police Captain Barcal and Assistant Recreation Director Karlson.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on June 7, 2023. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

SERVICE AWARD: ZAC BURT – 15 YEARS

Mayor Kindig recognized Zac Burt for 15 years of service to the City.

A. CONSENT AGENDA

1. **APPROVAL OF THE AGENDA AS PRESENTED**
2. **APPROVAL OF THE MINUTES OF THE JUNE 6, 2023 CITY COUNCIL MEETING**
3. **MONTHLY FINANCIAL REPORT – APRIL 2023**
4. **REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC. – PROFESSIONAL SERVICES – 84TH STREET BRIDGE – $7,837.50**
5. **REQUEST FOR PAYMENT – SPENCER MANAGEMENT, LLC – PROFESSIONAL SERVICES – 2023 PAVEMENT REHABILITATION AND RESURFACING – $431,836.65**
6. **REQUEST FOR PAYMENT – MCANANY CONSTRUCTION – CONSTRUCTION SERVICES – UBAS STREET MAINTENANCE PROJECT – $339,645.00**
7. **REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – TERRY DR, LILLIAN AVE & S. 78TH ST PAVEMENT REHABILITATION – $10,058.00**
8. **REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – TERRY DR, LILLIAN AVE & S. 78TH ST PAVEMENT REHABILITATION – $27,098.50**
9. **REQUEST FOR PAYMENT – JE DUNN CONSTRUCTION CO – CONSTRUCTION SERVICES – CENTRAL PARK PAVILION AND SITE IMPROVEMENTS – $1,363,830.00**
10. **REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – $11,409.75**
11. **REQUEST FOR PAYMENT – MUD – PROFESSIONAL SERVICES – THE LINK – $19,784.00**
12. **REQUEST FOR PAYMENT – HDR ENGINEERING – PROFESSIONAL SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS – $891.45**
13. **REQUEST FOR PAYMENT – VIERREGGER ELECTRIC CO – PROFESSIONAL SERVICES – 84TH STREET SIGNAL IMPROVEMENTS – $35,161.97**
14. **RESOLUTION – APPROVE MANAGER APPLICATION – CLASS D LIQUOR LICENSE – WALMART, INC. – MATTHEW LEFLORE**
15. **APPROVAL OF CLAIMS**

1000 BULBS, bld&grnds	179.92
ABM INDUSTRIES INC, services	24,038.72
ACCO UNLIMITED CORP, supplies	20.00

ACTION BATTERIES, supplies	89.85
ACTIVE NETWORK LLC, services	470.34
AKRS EQUIPMENT, maint.	147.24
AMAZON, supplies	1,051.63
AMERICAN HERITAGE LIFE INS CO, services	1,346.08
ANGELINA ALLEN, lifeguard cert.	175.00
ARNOLD MOTOR SUPPLY, maint.	1,080.46
BACON LETTUCE CREATIVE, services	120.00
BAUER BUILT INC, maint.	576.50
BIBLIOTHECA LLC, books	99.86
BISHOP BUSINESS, services	3,261.65
BLACK HILLS ENERGY, utilities	2,827.24
BOK FINANCIAL, bonds	1,848.75
BROADCAST MUSIC INC, services	421.00
BUETHE, P., travel	921.38
BULLER FIXTURE CO, services	22,527.28
BULLER, H., travel	364.95
BURNS & MCDONNELL ENGINEERING, services	2,594.00
CENTER POINT INC, books	93.48
CENTURY LINK/LUMEN, phones	1,195.39
CINTAS CORP, services	876.25
CITY OF OMAHA, services	233,169.48
CITY OF PAPILLION, services	256,349.79
COMP CHOICE INC, services	815.00
CONCRETE SUPPLY INC, services	1,802.51
CORE BANK, services	429,904.82
CORNHUSKER INTL TRUCKS INC, maint.	1,508.86
COX COMMUNICATIONS INC, services	467.15
CULLIGAN OF OMAHA, services	74.30
D & K PRODUCTS, bld&grnds	4,021.83
DASH MEDICAL GLOVES, supplies	152.84
DEARBORN NAT'L LIFE INS CO, services	8,423.89
DEMCO INC, supplies	380.33
DESIGN WORKSHOP INC, services	3,707.50
DLR GROUP, servicees	57,610.74
ECHO GROUP INC, maint.	155.00
EDGEWEAR SCREEN PRINTING, services	702.00
ELENA STONYS, lifeguard cert.	280.00
ESSENTIAL SCREENS, services	380.80
FELSBURG HOLT & ULLEVIG INC, services	1,523.00
FIKES COMMERCIAL, supplies	62.00
FIRE PROTECTION SERVICES LLC, bld&grnds	865.00
FIRST STUDENT INC, services	604.50
FITZGERALD SCHORR BARMETTLER, services	32,103.90
FLEETPRIDE, maint.	86.00
FUN SERVICES, supplies	490.50
G I CLEANERS & TAILORS, services	432.50
GALE, books	128.95
GALLS LLC, apparel	3.09
GODFATHER'S PIZZA, services	214.00
GRACE KEMPKES, lifeguard cert.	230.00
GRASS PAD INC, services	31.43
GREAT PLAINS UNIFORMS, apparel	160.00
GREATAMERICA FINANCIAL, services	1,578.43
GREGG YOUNG CHEVROLET INC, maint.	2,182.17
HARM'S CONCRETE INC, services	363.10
HDR ENGINEERING INC, services	2,782.29
HGM ASSOCIATES INC, services	45,926.69

HOBBY LOBBY STORES INC, supplies	278.66
HY-VEE INC, services	68.99
INDUSTRIAL SALES CO, supplies	163.94
INGRAM LIBRARY SERVICES LLC, books	2,164.29
ISABELLA MACE, lifeguard cert.	75.99
JOSHUA NIXON, lifeguard cert.	175.00
JUSTIN KOFOED LLC, services	1,800.00
KALEB CANIGLIA, lifeguard cert.	120.00
KANOPY INC, services	142.00
LARSEN SUPPLY CO, supplies	330.40
LIBRARY IDEAS LLC, books	5.50
LIBRARY SUPPLY, supplies	414.99
LINCOLN NAT'L LIFE INS CO. services	6,848.52
LOWE'S, supplies	691.43
LUCY SPORT, talent fee	100.00
MACKIE CONSTRUCTION, services	77,194.42
MARCO INC, services	295.74
MARTIN ASPHALT - MONARCH OIL, services	640.00
MEDICA INSURANCE CO, services	130,389.85
MENARDS-RALSTON, supplies	1,442.97
MEREDITH PELTON, lifeguard cert.	175.00
METLIFE, services	1,112.70
METRO COMM COLLEGE, bld&grnds	14,381.40
MUD, utilities	5,425.30
MICHAEL TODD & CO, services	2,712.50
MICROFILM IMAGING SYSTEMS INC, services	180.00
MID-AMERICAN BENEFITS INC, services	25,743.60
MIDLANDS LIGHTING & ELECTRIC, maint.	33.19
MILLER & SONS GOLF CARS LLC, services	680.00
MOBOTREX INC, services	172.50
MURPHY TRACTOR, maint.	226.62
MUZZY ICE, services	837.50
NATE TREAT, lifeguard cert.	175.00
NE BANK F/K/A FARMERS STATE BANK, services	10,568.84
NE DEPT OF REVENUE, sales tax	544.39
NE DEPT OF REV, motor fuel tax	50.00
NEB STATE PATROL, services	2,623.50
NEBRASKALAND TIRE INC, maint.	1,753.65
NL & L CONCRETE, services	177,088.69
NOAH DAVIS, lifeguard cert.	280.00
NORTH AMERICAN RESCUE, supplies	788.90
OFFICE DEPOT INC, supplies	705.13
OLSSON INC, services	4,319.75
OPPD, utiities	42,510.97
OMAHA WINNELSON SUPPLY, maint.	151.29
OMAHA WORLD-HERALD, services	145.49
OMNI ENGINEERING, services	1,194.15
ONE CALL CONCEPTS INC, services	508.00
PAPILLION REC ORGANIZATION, services	2,301.30
PAPILLION SANITATION, services	514.95
PAYROLL MAXX, payroll & taxes	906,686.85
PEPSI COLA CO, supplies	808.25
PER MAR SECURITY, services	145.95
PETROS PACE FINANCE, services	23,556.09
PITNEY BOWES, postage	2,709.00
PORT-A-JOHNS, services	690.00
POTTER, TRAVIS, services	1,600.00
RDG PLANNING & DESIGN, services	8,264.88

REGAL AWARDS INC, services	54.95
RIVER CITY RECYCLING, services	45.00
ROBERT HALF, services	9,977.16
ROWMAN & LITTLEFIELD PUBLISHING, books	58.11
RTG BUILDING SERVICES INC, bld&grnds	6,765.00
SAFARILAND LLC, apparel	171.50
SAMPSON CONSTRUCTION CO INC, services	433,401.00
SCHWARTZ, DEREK, services	137.93
SEWING CONCEPTS INC, supplies	930.00
SHI INTERNATIONAL CORP, services	39,420.46
SIGNS NOW, supplies	29.80
SITE ONE LANDSCAPE, supplies	792.82
SOUTHERN UNIFORM, apparel	427.52
STAGEPAY SERVICES INC, services	3,407.63
SUBURBAN NEWSPAPERS INC, services	1,850.01
TESLA HEMMINGER, lifeguard cert.	280.00
THE LIFEGUARD STORE, apparel	344.39
THE PENWORTHY CO, books	570.53
TIM NIXON, lifeguard cert.	175.00
TORNADO WASH LLC, services	238.00
TRANS UNION RISK, services	75.00
TRUCK CENTER COMPANIES, maint.	14.50
TURFWERKS, maint.	331.17
U.S. CELLULAR, phones	1,872.13
UNITED PARCEL, services	11.54
VERIZON CONNECT FLEET USA, phones	2,300.64
VIERREGGER ELECTRIC CO, services	21,918.00
VOIANCE LANGUAGE, services	25.00
WALMART, supplies	1,332.92
WESTLAKE HARDWARE, supplies	11.96

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Director of Administrative Services Pokorny reported on the Opiod Settlement Funds.

Library Director Barcal reported on the recent GED Graduation.

Assistant Recreation Director Karlson reported on recent and upcoming events at the Recreation Center.

Police Captain Barcal reported that K-9 Bardo has passed away.

Director of Public Works Soucie reported on pavement rehabilitation projects.

B. CONDITIONAL USE PERMIT – BOBCAT OF OMAHA – 8701 S. 145TH STREET

1. PUBLIC HEARING

At 6:22 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Conditional Use Permit – Bobcat of Omaha – 8701 S. 145th Street. Scott Loos with TD2 gave an overview of the Conditional Use Permit.

At 6:23 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-070 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT AMENDMENT FOR DOO, LLC D.B.A. BOBCAT OF OMAHA TO ALLOW FOR THE EXPANSION OF A FARM IMPLEMENT SALES AND SERVICE OPERATION ON LOT 1 LAKEVIEW SOUTH II REPLAT FIVE, LOT 1 LAKEVIEW SOUTH II REPLAT 3, AND LOT 2 LAKEVIEW SOUTH II REPLAT 1.

WHEREAS, DOO, LLC d.b.a. Bobcat of Omaha has applied for an amendment to their existing Conditional Use Permit for to allow for the expansion of their farm implement sales and service operation on Lot 1 Lakeview South II Replat Five, Lot 1 Lakeview South II Replat 3, and Lot 2 Lakeview South II Replat I; and

WHEREAS, the La Vista Planning Commission has reviewed the application on May 18, 2023 and recommends approval; and

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

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of an amendment to Bobcat of Omaha's Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for DOO, LLC d.b.a. Bobcat of Omaha to allow for the expansion of their farm implement sales and service operation on Lot 1 Lakeview South II Replat Five, Lot 1 Lakeview South II Replat 3, and Lot 2 Lakeview South II Replat I.

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

C. APPROVAL OF CLASS I LIQUOR LICENSE APPLICATION – L'ELLE NAIL SPA, LLC DBA L'ELLE NAIL SPA

1. PUBLIC HEARING

At 6:25 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the application for a Class I Liquor License for L'Elle Nail Spa.

At 6:27 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 23-071 entitled: 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 I LIQUOR LICENSE FOR L'ELLE NAIL SPA, LLC DBA L'ELLE NAIL SPA IN LA VISTA, NEBRASKA.

WHEREAS, L'Elle Nail Spa, LLC dba L'Elle Nail Spa, 8373 Barmettler Dr, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I 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 I Liquor License submitted by L'Elle Nail Spa, LLC dba L'Elle Nail Spa, 8373 Barmettler Dr, La Vista, Sarpy County, Nebraska.

Seconded by Councilmember Sheehan. Duc Tran represented the applicant and answered questions. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

D. RESOLUTION – APPROVE TITLE VI CIVIL RIGHTS NON-DISCRIMINATION PLAN – LA VISTA/RALSTON SPECIAL SERVICES BUS

Councilmember Quick introduced and moved for the adoption of Resolution No. 23-072 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A TITLE VI CIVIL RIGHTS NON-DISCRIMINATION PLAN – LA VISTA/RALSTON SPECIAL SERVICES BUS.

WHEREAS, the City Council has determined that it is necessary and desirable to approve a Title VI Civil Rights Non-Discrimination Plan for the La Vista/Ralston Special Services Bus; and

WHEREAS, In accordance with Federal Transit Administration funding requirements, every three years the Nebraska Department of Transportation is required to update the Title VI Civil Rights Non-Discrimination plans for all agencies and organizations receiving 5310 and 5311 federal funding; and

WHEREAS, Although the City already has a Title VI plan in place, NDOT requires this specific format because it meets the specific federal Title VI requirements for transit service. It does not affect the City plan adopted in 2010.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve a Title VI Civil Rights Non-Discrimination Plan for the La Vista/Ralston Special Services Bus.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from Mayor or Council.

E. EXECUTIVE SESSION – STRATEGY SESSION FOR LITIGATION

At 6:29 p.m. Councilmember Quick made a motion to go into executive session for protection of the public interest for a strategy session for litigation. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. 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 7:06 p.m. the Council came out of executive session. Councilmember Thomas made a motion to reconvene in open and public session. Seconded by Councilmember Sell. Councilmembers voting aye: Ronan, Sheehan, Thomas, Sell, and Wetuski. Nays: None. Abstain: None. Absent: Frederick, Quick and Hale. Motion carried.

At 7:06 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Ronan, Sheehan, Thomas, Sell and Wetuski. Nays: None. Abstain: None. Absent: Frederick, Quick and Hale. Motion carried.

PASSED AND APPROVED THIS 5TH DAY OF JULY 2023.

CITY OF LA VISTA

_____

Douglas Kindig, Mayor

ATTEST:

_____

Pamela A. Buethe, MMC
City Clerk

MEETING MINUTES
CITY OF LA VISTA PLANNING COMMISSION
8116 PARK VIEW BOULEVARD, LA VISTA, NE 68128
P: (402) 593-6400

THURSDAY, JUNE 15 AT 6:30 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, June 15, 2023, in the Harold "Andy" Anderson Council Chambers at La Vista City Hall, 8116 Park View Boulevard. Legal notice of the public meeting and hearing were posted, distributed, and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission. All proceedings shown were taken while the convened meeting was open to the attendance of the public. The following Planning Commission members were present and absent:

PRESENT:	Gayle Malmquist, Harold Sargus, Mike Krzywicki, Patrick Coghlan, Kathleen Alexander
ABSENT:	Josh Frey, Mike Circo, John Gahan, Austin Partridge, and Jason Dale
STAFF PRESENT:	Bruce Fountain, Community Development Director; Chris Solberg, Deputy Community Development Director; Cale Brodersen, Associate City Planner; and Pat Dowse, City Engineer

Call to Order

The meeting was called to order by Chair Sargus at 6:30 p.m. Copies of the agenda and staff reports were made available to the public.

1. Approval of Meeting Minutes from May 18, 2023

Motion: *Malmquist* moved, seconded by *Krzywicki,* to **approve** the May 18, 2023, minutes.

RESULT:	**Motion carried 4-0-1**
MOTION BY:	Coghlan
SECONDED BY:	Malmquist
AYES:	Malmquist, Sargus, Krzywicki, Coghlan
NAYS:	None
ABSTAINED:	Alexander
ABSENT:	Frey, Circo, Gahan, Partridge, Dale

2. Old Business

None.

3. New Business

A. Planned Unit Development - Hubbell Development Services, Inc. – Lots 1-3 Mayfair 2nd Addition Replat Seven and Lot 2 Mayfair 2nd Addition Replat Three (northeast of the intersection of S 99th Street and Hillcrest Plaza)

i. Staff Report – Christopher Solberg, Deputy Community Development Director: Solberg stated that the applicant, Hubbell Development Services, is seeking approvals for three applications, the Planned Unit Development, Conditional Use Permit, and Replat, to construct and operate a mixed residential development. He said the plans call for 180 apartments in 3, 3-story buildings, 6, 1-story 3-unit townhomes with attached garages, 6, 2-story 5-unit townhomes with detached garages, and 9, 2-story 4-unit townhomes with attached garages, in addition to a central clubhouse with a pool and stand-alone detached garage clusters, and pedestrian connections to the adjoining Mayfair commercial area.

Staff recommends approval of the PUD Site Plan and Ordinance, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

ii. Public Hearing: Doug Kellner with TD2, the engineer for the applicant, introduced himself, the project's architect, and the representative for the applicant present, and offered to answer questions.

Chair Sargus opened the Public Hearing.

Diane Nouss, a local resident who lives on Idora Street behind the proposed project, inquired about any plans for privacy screening such as walls, fences, or trees that may serve as a buffer from her property and this development. Nouss also inquired about whether the project would follow all current laws, codes, and guidelines, and she asked for clarification on what a conditional use permit is.

Bruce Fountain, Community Development Director, explained the difference between uses that are permitted outright in each of the different zoning districts, and uses that are permitted but only with an approved conditional use permit. He explained that through this permit, the City may perform a more in-depth review of the operations plan, and may institute specific requirements in order to lessen any potential negative impacts that a development may have on a surrounding area. Fountain also mentioned that this specific proposal does include buffered landscaping around the perimeter of the site, and that the site is laid out in such a way that the single-story buildings would be located up against the neighborhood, and the second story ones further away, then the larger apartment buildings being adjacent to the commercial development in Mayfair.

Nouss asked what the rear yard setback is for the proposed housing.

Josh Vickery with Hubbell Development Services presented the site plan in detail, and noted that the rear yard setback is 30 feet. He stated that there is extensive landscaping

along the property and that it will comply with the requirements, but that there is no fencing proposed, as all of the ranch-style homes behind the development already have their own existing privacy fences.

Kellner showed the landscaping plan.

Krzywicki asked if the request for a reduced front yard setback has been granted or if it is still being reviewed. Solberg pointed out the PUD ordinance in the packet that would grant the allowance if approved by City Council. He pointed out the Cobalt units along Hillcrest Plaza on the site plan that need the allowance for the setback reduction.

Fountain addressed Nouss' final question and confirmed that the development would comply with all codes and regulations.

Chair Sargus closed the Public Hearing.

Krzywicki asked if this project has been reviewed yet for conformance with the stormwater guidelines. Pat Dowse, City Engineer, explained that a draft post-construction stormwater management plan has been reviewed through the preliminary design process that suggests they will meet the guidelines from the Papio Creek Watershed Partnership. He confirmed that final review and approval will take place as part of the building permit process.

iii. **Recommendation:** *Malmquist* moved, seconded by *Alexande*r to recommend **approval** of the PUD Site Plan and Ordinance, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

RESULT:	**Motion carried 5-0**
MOTION BY:	Malmquist
SECONDED BY:	Alexander
AYES:	Malmquist, Sargus, Krzywicki, Coghlan, Alexander
NAYS:	None
ABSTAINED:	None
ABSENT:	Frey, Circo, Gahan, Partridge, Dale

B. Conditional Use Permit for Multiple Family Dwellings - Hubbell Development Services, Inc. – Lots 1-3 Mayfair 2nd Addition Replat Seven and Lot 2 Mayfair 2nd Addition Replat Three (northeast of the intersection of S 99th Street and Hillcrest Plaza)

i. Staff Report – Christopher Solberg, Deputy Community Development Director: Solberg identified the proposed building elevations included in the draft conditional use permit and clarified that these will be updated with the final versions once the project completes the design review process, prior to the CUPs being recorded with the Sarpy County Register of Deeds.

Staff recommends approval of the Conditional Use Permit, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, and the approval and recording of the final replat and subdivision agreement.

ii. Public Hearing:

Chair Sargus opened the Public Hearing.

Chair Sargus closed the Public Hearing as no one came forward.

Krzywicki referred to the review letters and documentation included in the packet, and requested that staff summarize what variances the applicant was seeking from the existing design guidelines.

Solberg explained that the largest discrepancy was the masonry requirement of the Gateway Corridor Overlay District, which as intended for commercial development, required 51% or greater of the materials on each side of the building be masonry. Resulting from preliminary design discussions, staff are proposing providing an allowance for a reduction in the masonry on the three sides other than the front. The PUD language includes the changes, which would still require majority masonry on the front side, and a 3-foot high masonry facade on the side walls of the buildings, with no masonry requirement on the back. In return, staff have asked for some planar differentiation and additional architectural elements throughout the different building types. The PUD ordinance allows for this flexibility while still providing a high-quality building design for the area.

iii. Recommendation: *Malmquist* moved, seconded by *Coghlan* to recommend **approval** of the Conditional Use Permit, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, and the approval and recording of the final replat and subdivision agreement.

RESULT:	**Motion carried 5-0**
MOTION BY:	Malmquist
SECONDED BY:	Coghlan
AYES:	Malmquist, Sargus, Krzywicki, Coghlan, Alexander
NAYS:	None
ABSTAINED:	None
ABSENT:	Frey, Circo, Gahan, Partridge, Dale

C. Replat - Mayfair 2nd Addition Replat Eight - Hubbell Development Services, Inc. – Lots 1-3 Mayfair 2nd Addition Replat Seven and Lot 2 Mayfair 2nd Addition Replat Three (northeast of the intersection of S 99th Street and Hillcrest Plaza)

i. Staff Report – Christopher Solberg, Deputy Community Development Director: Solberg noted that the replat consolidates the various lots so the development will be on one lot, and clarified that along with this replat application, Council will also be reviewing the subdivision agreement.

Staff recommends approval of the Replat, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, Conditional Use Permit, and the approval and recording of the subdivision agreement.

ii. Recommendation: *Coghlan* moved, seconded by *Malmquist* to recommend **approval** of the Replat, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, Conditional Use Permit, and the approval and recording of the subdivision agreement.

RESULT:	**Motion carried 5-0**
MOTION BY:	Coghlan
SECONDED BY:	Malmquist
AYES:	Malmquist, Sargus, Krzywicki, Coghlan, Alexander
NAYS:	None
ABSTAINED:	None
ABSENT:	Frey, Circo, Gahan, Partridge, Dale

4. **Comments from the Floor**

None.

5. **Comments from the Planning Commission**

6. **Comments from the Staff**

Fountain mentioned that the Hubbell Development applications are currently planned to be reviewed by City Council on July 5th, pending finalization of the subdivision agreement.

7. Adjournment

Chairman Sargus adjourned the meeting at 6:58 p.m.

Reviewed by Planning Commission:

_____
Planning Commission Secretary

_____ _____
Planning Commission Chair

LAMP RYNEARSON

PLEASE REMIT PAYMENT TO:
Lamp Rynearson
14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498

9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

June 21, 2023
Invoice No: 0323026.01 - 0000001

Jeff Calentine
Deputy Director of Public Works
City of La Vista, NE
8116 Park View Boulevard
La Vista, NE 68128

Project 0323026.01 La Vista 2023 Pavement Condition
Professional Services through June 10, 2023

Task 100 Design Services

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	.70	163.00	114.10	
Project Manager I	.10	141.00	14.10	
Project Engineer IV	4.50	147.00	661.50	
Totals	5.30		789.70	
Total Labor				789.70
			Total this Task	$789.70

Billing Limits	Current	Prior	To-Date
Total Billings	789.70	0.00	789.70
Limit			37,700.00
Remaining			36,910.30

Total this Invoice $789.70

Ok to pay
05.71.0917.000 - STR123010
6/26/23
J.C.

Terms: Due Upon Receipt

RDG... PLANNING ● DESIGN

Remit To:
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Questions: invoicing@rdgusa.com

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

May 31, 2023
Project No: R3003.066.01
Invoice No: 54299

Project R3003.066.01 City of La Vista - Placemaking Ph1 SD-CA

Professional Services through May 31, 2023

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee	
Schematic Design	149,000.00	100.00	149,000.00	149,000.00	0.00	
Design Development	180,000.00	100.00	180,000.00	180,000.00	0.00	
Construction Documents	275,330.00	100.00	275,330.00	275,330.00	0.00	
Bidding/Negotiation	44,000.00	100.00	44,000.00	44,000.00	0.00	
Contract Administration	244,000.00	80.00	195,200.00	173,260.97	21,939.03	
Total Fee	892,330.00		843,530.00	821,590.97	21,939.03	
			Total Fee			**21,939.03**

Reimbursable Expenses

Printing	21.80	
Total Reimbursables	**21.80**	**21.80**

Billing Limits	Current	Prior	To-Date	
Expenses	21.80	1,540.09	1,561.89	
Limit			8,600.00	
Remaining			7,038.11	
		Total this Invoice		**$21,960.83**

Rita Ramirez
6/26/23
14.71.0917.000 PARK ~~17001~~ 18001

Thiele Geotech Inc

INVOICE

13478 Chandler Road
Omaha, Nebraska 68138-3716
402-556-2171 office / 402-556-7831 fax
www.thielegeotech.com

Project No: 01.22276.02
Project: City of LaVista, 2023 UBAS
Location: Crestview Heights, La Vista, NE
Project Manager: Bob Matlock

Bill To: Jeff Calentine
City of LaVista - Public Works Department
9900 Portal Road
LaVista, NE 68128-3085

Invoice No.:	**80169**
Date:	**6/27/2023**

REMIT TO: 13478 Chandler Road
Omaha, Nebraska 68138-3716
FTIN 47-0794664
Online Payments Available at:
www.thielegeotech.com

TERMS: Due Upon Receipt
PAST DUE BALANCES SUBJECT TO 1.25% SERVICE CHARGE PER MONTH

Details

Sample/Location Details	Units	Description	Unit Cost	Total Cost
Work Order ID: 23-07737 Date: 5/31/2023	1.00	Trip Charge - Zone 1 Metro Area (/trip)	$ 80.00	$ 80.00
	1.00	Asphalt Content by Ignition Method & Agg. Grad. (ea.)	$ 225.00	$ 225.00
Work Order ID: 23-07781 Date: 6/1/2023	1.00	Trip Charge - Zone 1 Metro Area (/trip)	$ 80.00	$ 80.00
	1.00	Asphalt Content by Ignition Method & Agg. Grad. (ea.)	$ 225.00	$ 225.00
Work Order ID: 23-07875 Date: 6/5/2023	1.00	Asphalt Content by Ignition Method & Agg. Grad. (ea.)	$ 225.00	$ 225.00
	1.00	Trip Charge - Zone 1 Metro Area (/trip)	$ 80.00	$ 80.00

Total: $ 915.00

ok to pay
05.71.0917.000 - START23011
6/27/23
J.C.

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LA VISTA POLICE DEPARTMENT
INTER-DEPARTMENT MEMO

TO: **Pam Buethe, City Clerk**

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

DATE: **June 21, 2023**

RE: **Local Background Check– Kwik Shop Applicant**

The La Vista Police Department has reviewed the Nebraska Liquor Control Commission Documents completed by the applicant and conducted a check of local records relating to the Manager Application for Cassandra M. Gerih. Ms. Gerih has had four previous criminal charges however all have been resolved.

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

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

RECEIVED
JUN 15 2023
NEBRASKA LIQUOR CONTROL COM

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older
- ✓ TRAINING

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 080217 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #623

Premise Street Address: 3103 N 204TH ST

City: ELKHORN County: DOUGLAS Zip Code: 68122

Premise Phone Number: (402) 289-2111

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

2300005954

0400
0019

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INSERT - FORM 3c

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Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 067219 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #622

Premise Street Address: 9545 Q ST

City: OMAHA County: DOUGLAS Zip Code: 68127

Premise Phone Number: (402) 331-1248

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

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SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
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Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 065384 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #640

Premise Street Address: 3606 LEAVENWORTH ST

City: OMAHA County: DOUGLAS Zip Code: 68105

Premise Phone Number: (402) 341-1308

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

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Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 075169 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #645

Premise Street Address: 710 N BROAD ST

City: FREMONT County: DODGE Zip Code: 68025

Premise Phone Number: (402) 721-1646

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

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Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 118145 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #648

Premise Street Address: 1403 HARLAN ST

City: FALLS CITY County: RICHARDSON Zip Code: 68335

Premise Phone Number: (402) 245-2981

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

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Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 086053 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #649

Premise Street Address: 503 S 11TH ST

City: NEBRASKA CITY County: OTOE Zip Code: 68410

Premise Phone Number: 402-873-6066

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

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- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 067231 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #652

Premise Street Address: 3222 Q ST

City: OMAHA County: DOUGLAS Zip Code: 68107

Premise Phone Number: (402) 731-6163

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

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- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 084641 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #653

Premise Street Address: 5929 N 72ND ST

City: OMAHA County: DOUGLAS Zip Code: 68134

Premise Phone Number: (402) 571-5172

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
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- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 067233 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #657

Premise Street Address: 7525 CASS ST

City: OMAHA County: DOUGLAS Zip Code: 68114

Premise Phone Number: (402) 393-1318

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

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- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 067235 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #660

Premise Street Address: 9606 F ST

City: OMAHA County: DOUGLAS Zip Code: 68127

Premise Phone Number: (402) 331-2802

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

MANAGER APPLICATION
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- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 106676 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #664

Premise Street Address: 6910 S 108TH ST

City: LA VISTA County: SARPY Zip Code: 68046

Premise Phone Number: (402) 593-9286

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

RECEIVED
JUN 15 2023
NEBRASKA LIQUOR CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 116890 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #665

Premise Street Address: 15556 BLONDO ST

City: OMAHA County: DOUGLAS Zip Code: 68116

Premise Phone Number: (402) 493-0456

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

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- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 067241 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #667

Premise Street Address: 4855 L ST

City: OMAHA County: DOUGLAS Zip Code: 68117

Premise Phone Number: (402) 731-1718

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

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- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 116889 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #668

Premise Street Address: 6845 S 167TH ST

City: OMAHA County: DOUGLAS Zip Code: 68135

Premise Phone Number: (402) 895-8067

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

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- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 069303 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #670

Premise Street Address: 2103 CAPEHART RD

City: BELLEVUE County: SARPY Zip Code: 68123

Premise Phone Number: (402) 291-2347

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

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- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 056794 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #672

Premise Street Address: 6208 S 72ND ST

City: RALSTON County: DOUGLAS Zip Code: 68127

Premise Phone Number: (402) 339-4351

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

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- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 067244 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #673

Premise Street Address: 5306 N 103RD ST

City: OMAHA County: DOUGLAS Zip Code: 68134

Premise Phone Number: (402) 493-5662

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

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- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 067215 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #675

Premise Street Address: 502 W MISSION AVE

City: BELLEVUE County: SARPY Zip Code: 68005

Premise Phone Number: (402) 291-2967

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

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SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
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- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 086055 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #687

Premise Street Address: 101 CEDARDALE DR

City: PAPILLION County: SARPY Zip Code: 68046

Premise Phone Number: (402) 339-1691

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

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SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
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- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 086056 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #688

Premise Street Address: 602 GALVIN RD

City: BELLEVUE County: SARPY Zip Code: 68005

Premise Phone Number: (402) 292-9629

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
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- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 076568 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #689

Premise Street Address: 4151 HARRISON ST

City: BELLEVUE County: SARPY Zip Code: 68147

Premise Phone Number: (402) 734-5836

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

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- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: KWIK SHOP, INC.

Premise information

Liquor License Number: 125009 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #799

Premise Street Address: 2202 N 90TH ST

City: OMAHA County: DOUGLAS Zip Code: 68134

Premise Phone Number: (308) 216-3098

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

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SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

pulled from 61232

Cassandra
Gerth x14

MANAGER APPLICATION
INSERT - FORM 3c

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Office Use

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APR 22 2022
NEBRASKA LIQUOR
CONTROL COMMISSION

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer,** corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

training exp 04/19/2025 & 04/14/2025

Spouse who **will not** participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

NA

Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

NA

BARCODE

0400
C019

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Gerih First Name: Cassandra MI: M

Home Address: 659 S 19th Street

City: Lincoln County: Lancaster Zip Code: 68510

Home Phone Number: 402-875-2494

Driver's License Number & State: [redacted]

Social Security Number [redacted]

Date Of Birth [redacted] Place Of Birth: Kearney

Email address: cassandra.gerih@eg-america.com

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

☐ YES ■ NO

Spouse's information

Spouses Last Name: First Name: MI:

Social Security Number:

Driver's License Number & State:

Date Of Birth: Place Of Birth:

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT

CITY & STATE	YEAR FROM	YEAR TO
Lincoln NE	2009	Current

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2013	2015	Runza	Craig	402-488-8043
2012	2013	Carlos O Kelly's	Brandi Root	402-417-5177

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**
   Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Cassandra Gerih	09/2020	Lincoln NE	Speeding	Fine
Cassandra Gerih	2011	Lincoln NE	Disturbing the Peace	$50 Fine

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

   ☐YES ■NO

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

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

   ■YES ☐NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Cassandra Gerih	04/2022	Responsible Hospitality Council

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Cassandra Gerih/District Manager	01/2015	Kwik Shop- Lincoln NE

5. Have you enclosed form 147 regarding fingerprints?

☒YES ☐NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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

C Gevin
Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Lancaster The foregoing instrument was acknowledged before me this

April 21st, 2022 by Cassandra Gevin
date NAME OF PERSON BEING ACKNOWLEDGED

Shamryn Kreft
Notary Public signature

Affix Seal
General Notary - State of Nebraska
SHAMRYN KREFT
My Comm. Exp. March 5, 2025.

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

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

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
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Office Use only
RECEIVED
APR 22 2022
NEBRASKA LIQUOR
CONTROL COMMISSION
Do not stamp any of the following pages

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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **$45.25 per person MUST** be made **DIRECTLY** to the Nebraska State Patrol;
  It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
  Or a check made payable to **NSP** can be mailed directly to the following address:
  Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
  The Nebraska State Patrol – CID Division
  4600 Innovation Drive
  Lincoln, NE 68521

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

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

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

Trade Name Kwik Shop, Inc.

Name of Person Being Fingerprinted: Cassandra M Gerih

Date of Birth: [redacted] Last 4 SSN: [redacted]

Date fingerprints were taken: March 18, 2022

Location where fingerprints were taken: Lincoln - Criminal Division

How was payment made to NSP?

■NSP PAYPORT ☐CASH ☐CHECK SENT TO NSP CK # _____

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

C. Gerih

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021

6/29/2023 3:58:48 PM
User: mgustafson
DB: La Vista

ACCOUNTS PAYABLE CHECK REGISTER

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2576(E)	06/06/2023	US BANK NATIONAL ASSOCIATION	33,728.13	N
139863	06/21/2023	ALFRED BENESCH & COMPANY	37,156.50	N
139864	06/21/2023	BIG O BOUNCE LLC	495.00	N
139865	06/21/2023	DESIGN WORKSHOP INC	7,837.50	N
139866	06/21/2023	FIRST WIRELESS INC	2,272.32	N
139867	06/21/2023	HDR ENGINEERING INC	891.45	N
139868	06/21/2023	HONEYMAN RENT-ALL #1	3,674.66	N
139869	06/21/2023	JE DUNN CONSTRUCTION COMPANY	1,363,830.00	N
139870	06/21/2023	LA VISTA COMMUNITY FOUNDATION	800.00	N
139871	06/21/2023	MCANANY CONSTRUCTION	339,645.00	N
139872	06/21/2023	MENARDS-RALSTON	449.41	N
139873	06/21/2023	METROPOLITAN UTILITIES DISTRICT	19,784.00	N
139874	06/21/2023	MICHAEL TODD AND COMPANY INC	75.00	N
139875	06/21/2023	MICROFILM IMAGING SYSTEMS, INC.	850.00	N
139876	06/21/2023	O'REILLY AUTO PARTS	2,439.35	N
139877	06/21/2023	REGAL AWARDS INC.	512.90	N
139878	06/21/2023	SARPY COUNTY COURTHOUSE	4,496.00	N
139879	06/21/2023	SHAFFER COMMUNICATIONS INC	300.00	N
139880	06/21/2023	SPENCER MANAGEMENT	431,836.65	N
139881	06/21/2023	THOMPSON DREESSEN & DORNER, INC.	11,409.75	N
139882	06/21/2023	UNITE PRIVATE NETWORKS LLC	4,400.00	N
139883	06/21/2023	VERIZON WIRELESS	365.57	N
139884	06/21/2023	VERIZON WIRELESS	365.57	N
139885	06/21/2023	VIERREGGER ELECTRIC COMPANY	35,161.97	N
139886	06/21/2023	WESTLAKE HARDWARE INC NE-022	1,683.99	N
139887	06/21/2023	WHITE, SCOTT L	1,333.33	N
139888	06/23/2023	GRACE KEMPKES	355.41	N
139889	06/27/2023	ROSE, PRESLEY	422.12	N
2587(E)	06/29/2023	ACTIVE NETWORK LLC	96.67	N
2588(E)	06/29/2023	AMERICAN HERITAGE LIFE INSURANCE CO	1,317.24	N
2589(E)	06/29/2023	BOK FINANCIAL	173,900.00	N
2590(E)	06/29/2023	CENTURY LINK/LUMEN	749.99	N
2591(E)	06/29/2023	CENTURY LINK/LUMEN	99.79	N
2592(E)	06/29/2023	DEARBORN NATIONAL LIFE INSURANCE CO	1,333.00	N
2593(E)	06/29/2023	DEARBORN NATIONAL LIFE INSURANCE CO	6,553.10	N
2594(E)	06/29/2023	ESSENTIAL SCREENS	1,148.35	N
2595(E)	06/29/2023	GREAT PLAINS COMMUNICATION	777.60	N
2596(E)	06/29/2023	GREATAMERICA FINANCIAL SERVICES	1,465.36	N
2597(E)	06/29/2023	LINCOLN NATIONAL LIFE INS CO	6,718.29	N
2598(E)	06/29/2023	MEDICA INSURANCE COMPANY	129,691.38	N
2599(E)	06/29/2023	METLIFE	1,084.18	N
2600(E)	06/29/2023	METROPOLITAN UTILITIES DISTRICT	8,204.82	N
2601(E)	06/29/2023	MID-AMERICAN BENEFITS INC	4,065.64	N
2602(E)	06/29/2023	MID-AMERICAN BENEFITS INC	7,158.08	N
2603(E)	06/29/2023	PAYROLL MAXX	440,210.67	N
2604(E)	06/29/2023	ROBERT HALF	5,607.73	N
2605(E)	06/29/2023	U.S. CELLULAR	1,872.13	N

Check #	Check Date	Vendor Name	Amount	Voided
139890	07/05/2023	AA WHEEL & TRUCK SUPPLY INC	431.02	N
139891	07/05/2023	ACCO UNLIMITED CORPORATION	1,400.40	N
139892	07/05/2023	AKRS EQUIPMENT SOLUTIONS, INC.	1,314.74	N
139893	07/05/2023	AMAZON CAPITAL SERVICES, INC.	2,054.59	N
139895	07/05/2023	AT&T MOBILITY LLC	98.24	N
139896	07/05/2023	AWARDS AND MORE COMPANY	86.62	N
139897	07/05/2023	BIG RED LOCKSMITHS	100.00	N
139898	07/05/2023	BISHOP BUSINESS EQUIPMENT	75.62	N
139899	07/05/2023	CASEY, CURTIS	828.05	N
139900	07/05/2023	CENTER POINT, INC.	260.07	N
139901	07/05/2023	CINTAS CORPORATION NO. 2	138.78	N
139902	07/05/2023	CITY OF PAPILLION	15,998.65	N
139903	07/05/2023	CORNHUSKER INTL TRUCKS INC	8,398.41	N
139904	07/05/2023	COX COMMUNICATIONS, INC.	143.65	N
139905	07/05/2023	D & K PRODUCTS	736.38	N
139906	07/05/2023	DATASHIELD CORPORATION	140.00	N
139907	07/05/2023	DELL MARKETING L.P.	4,965.25	N
139908	07/05/2023	DIAMOND VOGEL PAINTS	329.42	N
139909	07/05/2023	DOUGLAS COUNTY SHERIFF'S OFC	200.00	N
139910	07/05/2023	DULTMEIER SALES LLC	234.15	N
139911	07/05/2023	FERGUSON ENTERPRISES INC #226	175.18	N
139912	07/05/2023	FUN EXPRESS LLC	81.11	N
139913	07/05/2023	GALE	323.88	N
139914	07/05/2023	GENERAL FIRE & SAFETY EQUIP CO	2,484.50	N
139915	07/05/2023	GRAINGER	132.98	N
139916	07/05/2023	GREAT PLAINS UNIFORMS	417.00	N
139917	07/05/2023	GRETNA WELDING INC	1,925.00	N
139918	07/05/2023	HANEY SHOE STORE	150.00	N
139919	07/05/2023	HARM'S CONCRETE INC	199.50	N
139920	07/05/2023	HARRIS, MARGARET	168.99	N
139921	07/05/2023	HITOUCH BUSINESS SERVICES	64.15	N
139922	07/05/2023	HOBBY LOBBY STORES INC	71.97	N
139923	07/05/2023	HOME DEPOT CREDIT SERVICES	109.56	N
139924	07/05/2023	INGRAM LIBRARY SERVICES	403.57	N
139925	07/05/2023	INGRAM LIBRARY SERVICES LLC	635.09	N
139926	07/05/2023	J & J SMALL ENGINE SERVICE	33.98	N
139927	07/05/2023	JANITOR DEPOT MIDWEST LLC	228.28	N
139928	07/05/2023	JOHNSTONE SUPPLY CO	8.00	N
139929	07/05/2023	KINDIG, DOUGLAS	193.88	N
139930	07/05/2023	KRIHA FLUID POWER CO INC	267.65	N
139931	07/05/2023	LABRIE, DONALD P	1,012.50	N
139932	07/05/2023	LEXINGTON PUBLIC LIBRARY	39.99	N
139933	07/05/2023	LOGAN CONTRACTORS SUPPLY	97.91	N
139934	07/05/2023	LOGO LOGIX EMBROIDERY & SCREEN	23.00	N
139935	07/05/2023	MATHOUSER, CONNOR	280.00	N
139936	07/05/2023	MENARDS-RALSTON	989.44	N
139938	07/05/2023	METRO AREA TRANSIT	2,521.00	N

Check #	Check Date	Vendor Name	Amount	Voided
139939	07/05/2023	MID-IOWA SOLID WASTE EQUIP CO	91.20	N
139940	07/05/2023	MID-STATES UTILITY TRAILER SALES	836.70	N
139941	07/05/2023	MIDWEST PLASTICS INCORPORATED	68.70	N
139942	07/05/2023	MSC INDUSTRIAL SUPPLY CO	615.32	N
139943	07/05/2023	MURPHY TRACTOR/POWERPLAN	28.73	N
139944	07/05/2023	NEBRASKA LIFE MAGAZINE	25.00	N
139945	07/05/2023	NIXON, TIMOTHY	175.00	N
139946	07/05/2023	NMC GROUP INC	541.39	N
139947	07/05/2023	OFFICE DEPOT INC	725.19	N
139948	07/05/2023	OMNI ENGINEERING	1,818.30	N
139949	07/05/2023	PAPILLION SANITATION	707.45	N
139950	07/05/2023	PROGRESSIVE BUSINESS TECHNOLOGIES	68.50	N
139951	07/05/2023	QUALITY AUTO REPAIR & TOWING, INC.	81.00	N
139952	07/05/2023	RDG PLANNING & DESIGN	355.00	N
139953	07/05/2023	REF'S SPORTS BAR & GRILL	2,106.00	N
139954	07/05/2023	REGAL AWARDS INC.	470.00	N
139955	07/05/2023	RIVER CITY RECYCLING	125.69	N
139956	07/05/2023	RON TURLEY ASSOCIATES INC	2,300.00	N
139957	07/05/2023	ROSE, PRESLEY	60.00	N
139958	07/05/2023	SARPY CO TIMES-LEE SUBSCRIPTIONS	146.61	N
139959	07/05/2023	SARPY COUNTY FISCAL ADMINSTRTN	10,544.00	N
139960	07/05/2023	SHERWIN-WILLIAMS	9.36	N
139961	07/05/2023	SIGN IT	4,382.90	N
139962	07/05/2023	SIRCHIE ACQUISITION COMPANY, LLC	330.68	N
139963	07/05/2023	SOUTHERN UNIFORM AND TACTICAL, INC.	385.85	N
139964	07/05/2023	TED'S MOWER SALES & SERVICE INC	317.40	N
139965	07/05/2023	THE WALDINGER CORPORATION	1,140.83	N
139966	07/05/2023	TRACTOR SUPPLY CREDIT PLAN	37.44	N
139967	07/05/2023	TRUCK CENTER COMPANIES	53.76	N
139968	07/05/2023	TURFWERKS	1,908.83	N
139969	07/05/2023	UNITED STATES TREASURY	288.00	N
139970	07/05/2023	VAL VERDE ANIMAL HOSPITAL INC	581.88	N
139971	07/05/2023	VCA MIDWEST VETERINARY	5,828.81	N
139972	07/05/2023	VERIZON WIRELESS	18.02	N
139973	07/05/2023	VINCENTINI PLUMBING INC	870.00	N
139974	07/05/2023	WHITE CAP LP	63.91	N
130	CHECKS PRINTED	TOTAL CLAIM AMOUNT:	$3,187,705.20	0

Check #	Check Date	Vendor Name	Amount	Voided

APPROVED BY COUNCIL MEMBERS ON: 07/05/2023

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

LA VISTA CITIZEN ADVISORY REVIEW COMMITTEE

To:	Mayor and City Council	Dt:	June 15, 2023
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 FY22 (the period from October 1, 2021 to September 30, 2022) and FY23 to date, which began on October 1, 2022.

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 84th 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. To date approximately $5.42 million has been paid to City Ventures. The project is under construction and set for completion in summer of 2023.

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. Construction on this project is currently underway, however none of the grant funds have been distributed.

1. The City's assessed valuation for FY22 was $1,998,058,005, and the new assessed valuation for FY23 is $2,220,556,943. This is an increase of 11.14%. From FY2018 through FY2021, the growth in the City's valuation has averaged approximately 5.6% annually. In FY22 we saw an unusually large increase in valuation which was 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. Consequently, we anticipated the reported valuation amount might not hold. Upon receiving the FY23 valuation, however, we have seen another large increase, which again is due in part to another higher than usual increase in the personal property tax. We will continue to watch this closely. With the last two years showing these large increases, the average growth over the last six years is now 7.9%.

   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%)
   FY2023 Valuation - $2,220,556,943 (up 11.14%)

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. FY21 showed a rebound in sales and use tax revenue and FY22 sales tax numbers remained strong. 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.

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 - $10,705,035 (actually received + $1.78 million in rebates to SON; earned total up 9.39% over FY21)
FY2023 Sales and Use Tax - $7,173,707 (actually received October through May + $1.93 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 - $55,881,441
2023 - $ 5,785,640 (Through May)

Total building permit valuations since 1997 are over $1.39 billion

Item C

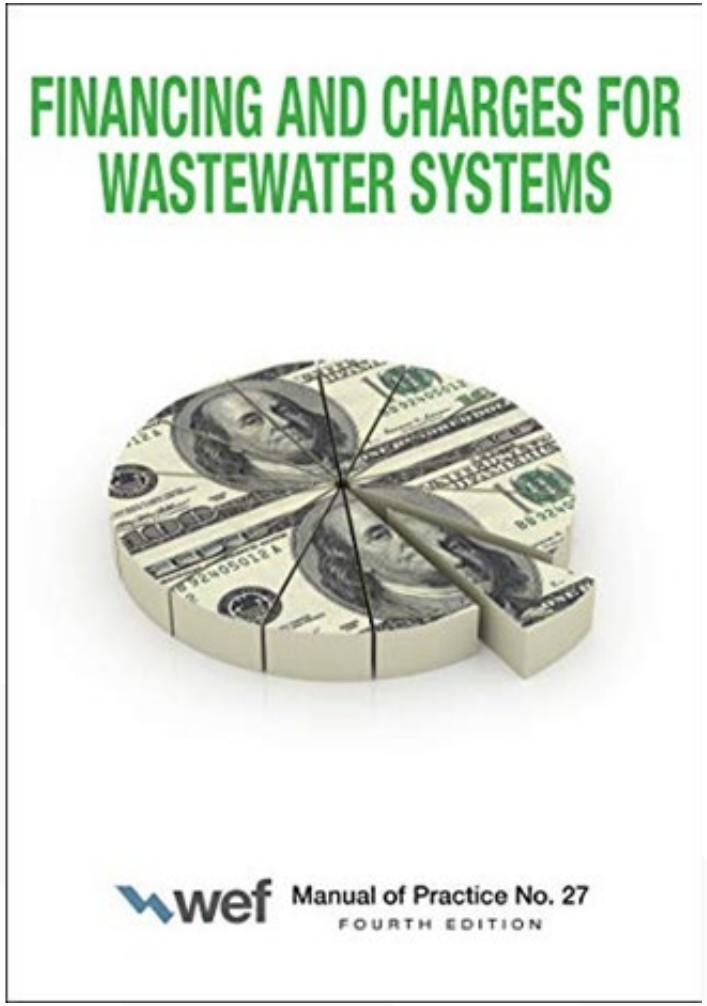


Sewer Rate Study Briefing

July 5, 2023

Agenda

- Background Information
- Study Approach & Recommendations
- Questions / Answers



Background Information

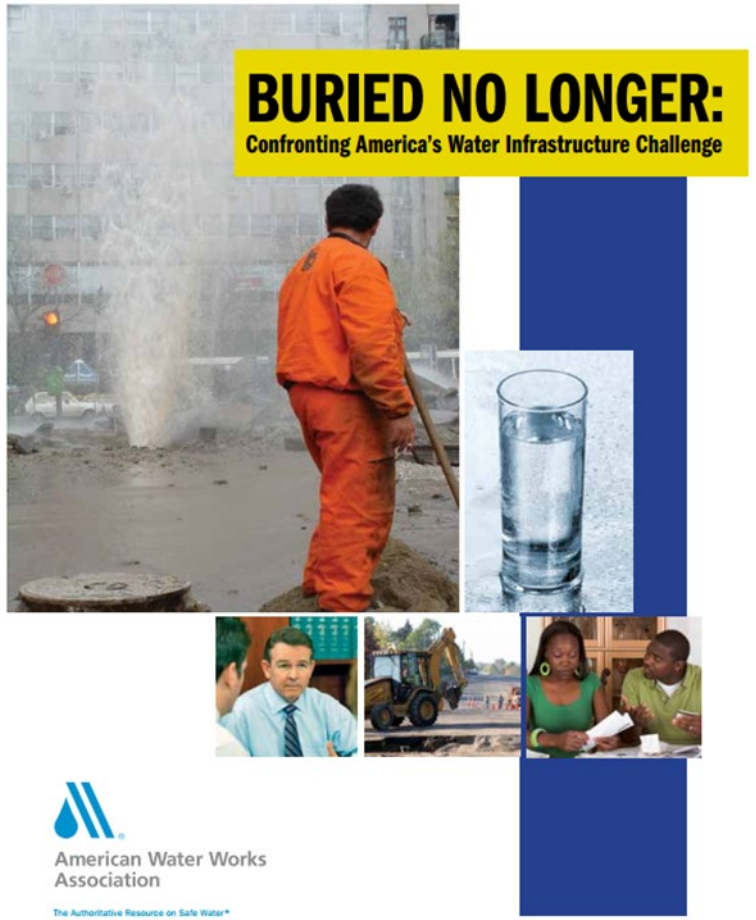
Nationally, Sewer Utility Rate Increases are Outpacing Inflation

Survey or Publication	Period	Historical Increase per Year
Water and Sewer Index, BLS	2000-2022	4.7%
AWWA Rate Survey - Sewer	1996-2018	5.6%
NACWA Cost of Clean Water	1986-2021	4.8%
CPI-U - General Inflation	2000-2022	2.4%

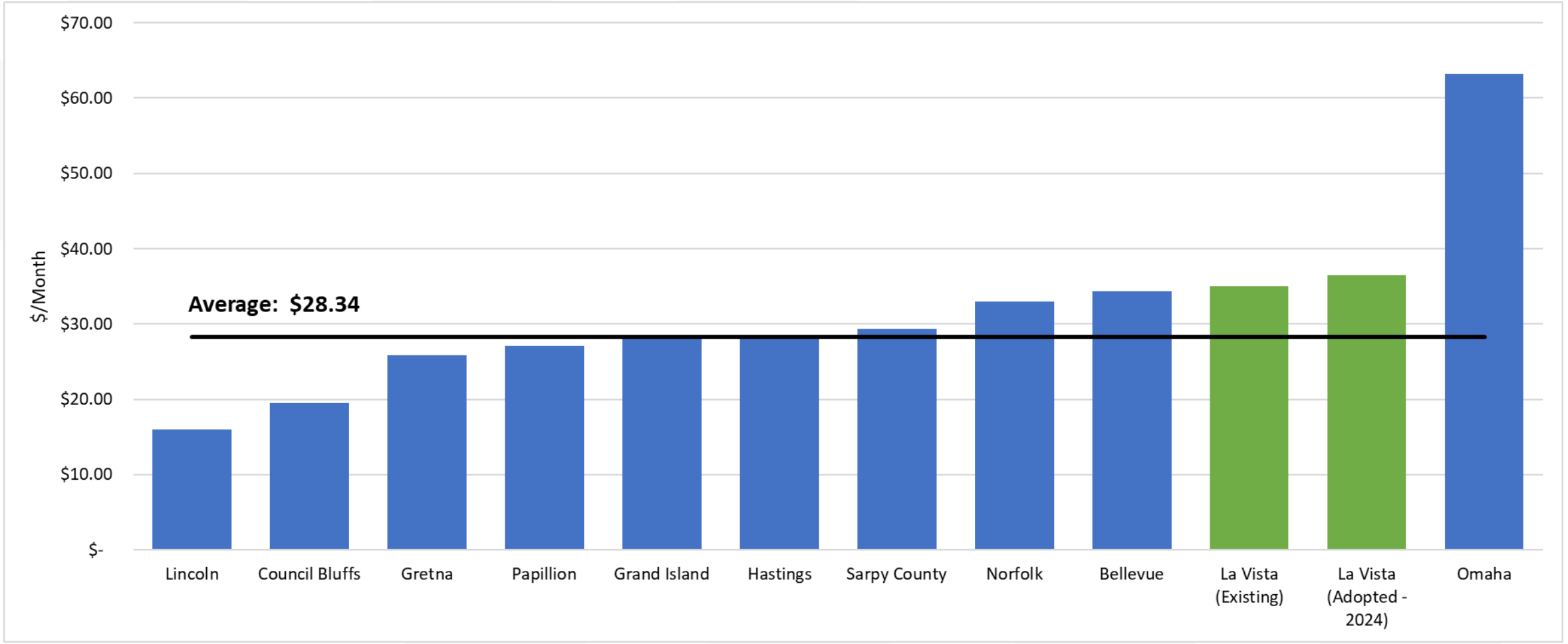
- Since 2000, sewer rates are increasing about twice as much as general inflation, nationally

Historically Common Factors Contributing to Utility Rates Increases

- General trend in lower use per account can pressure variable revenue streams
- Inflation on operating and capital/construction costs
- More stringent water quality regulations
- Aging infrastructure requires renewal and replacement

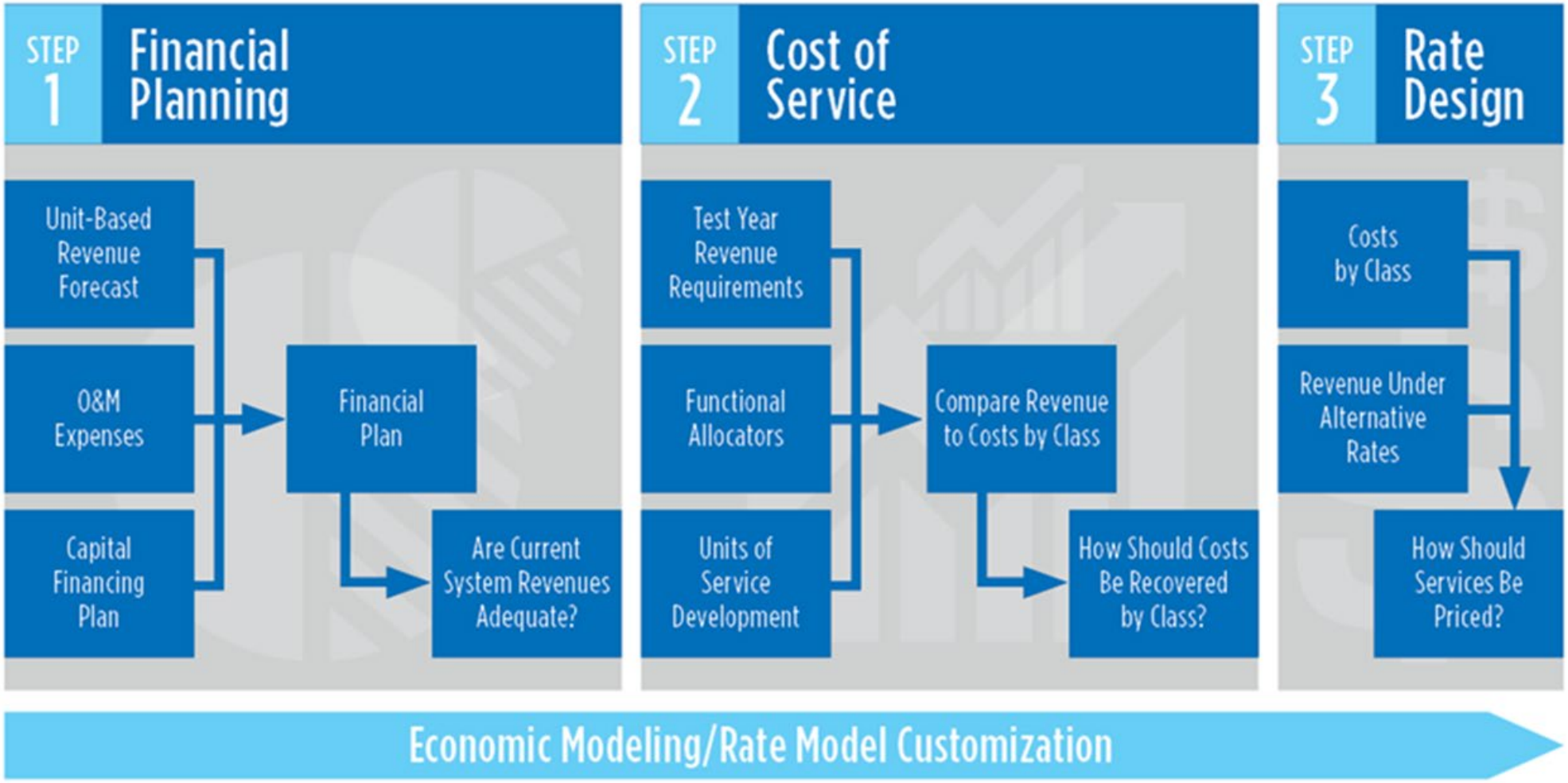


Regional Bill Survey Using 5 CCF per Month



Study Approach & Recommendations

Rate Study Process



Financial Planning Guiding Principles

- Mitigate rate shock through levelized increases
- Provide adequate reserves (90 days O&M)
- Prudent use of debt and target minimum of 1.50 DSC
- Provide sufficient funding for future operating and capital needs



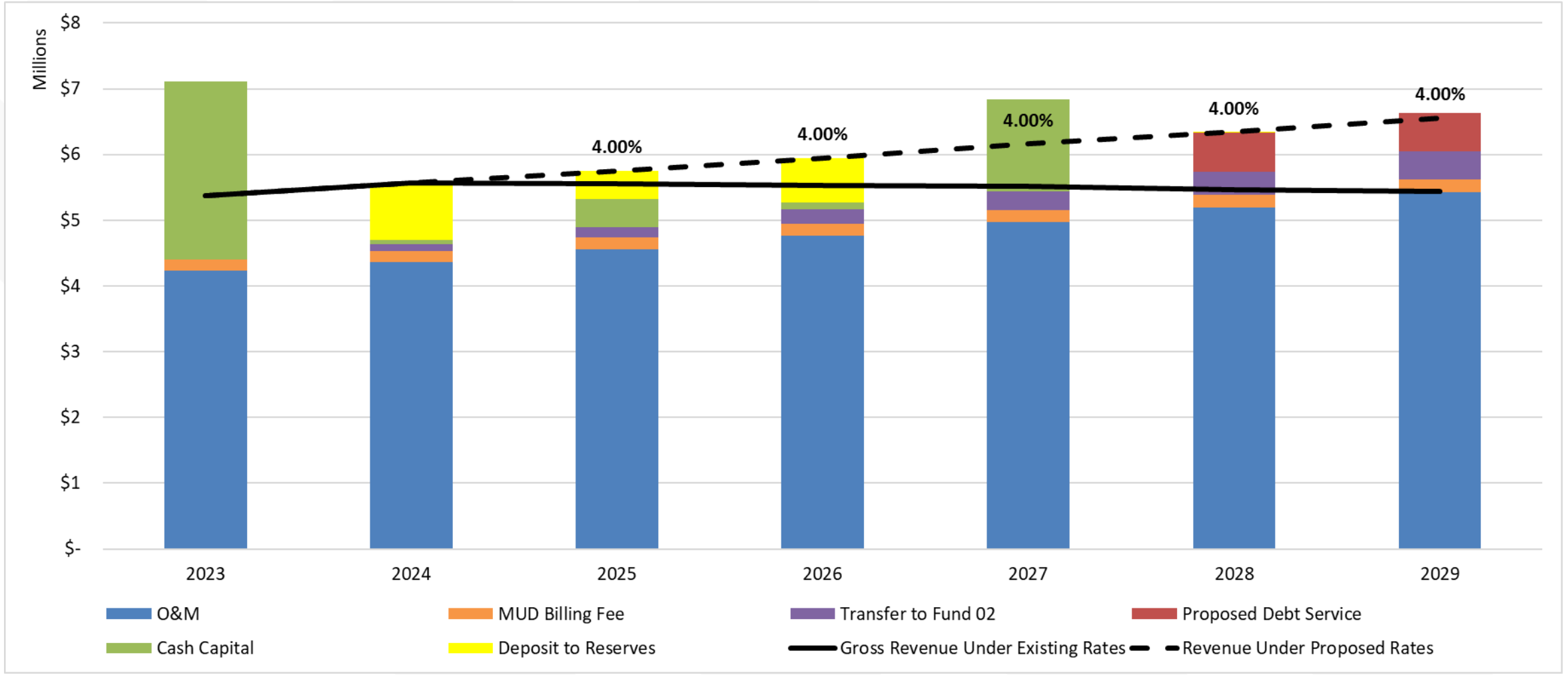
Key Sewer Utility Assumptions

- Generally stable revenue stream

- Operating cost inflation
  - Omaha treatment expense increases ~ 4.35% per year
  - Personnel costs increase ~ 5.5% per year
  - Commodities, contractual services, and maintenance costs increase ~ 2% per year
  - In total, operating costs increase ~ 4.5% per year

- Fund $14M in capital projects from 2023 through 2029, including
  - Cash fund $2.7M (East La Vista Sewer Rehabilitation project) in 2023
  - $8M 2027 G.O. debt issue for potential Sewer Maintenance Facility improvements

Revenue Requirements & Proposed Revenue Increases



- Increases from last study were proposed to be 5% per year through 2028

Cost of Service

Line No.	Description	Test Year 2025 Revenue Under Existing Rates $	Total Allocated Cost of Service $	Indicated Increase / (Decrease) $	Indicated Increase / (Decrease) %
1	Residential	2,879,300	2,883,400	4,100	0.1%
2	Commercial	2,436,600	2,643,000	206,400	8.5%
3	Industrial Hand Billed	40,700	44,600	3,900	9.6%
4	Total	5,356,600	5,571,000	214,400	4.0%

- Cost of service analysis provides context for rate making

Existing & Proposed Rates

Line No.	Description	Existing Rates 2023	Approved Rates 2024	Proposed Rates 2025	2026	2027	2028	2029
	Customer Charge (per bill)							
1	Residential	$ 12.97	$ 13.23	$ 13.36	$ 13.49	$ 13.62	$ 13.76	$ 13.90
2	Commercial	$ 13.91	$ 14.19	$ 14.33	$ 14.47	$ 14.61	$ 14.76	$ 14.91
3	Handbilled Industrial	$ 13.91	$ 14.19	$ 14.33	$ 14.47	$ 14.61	$ 14.76	$ 14.91
	Flow Charge (per CCF)							
4	Residential	$ 4.41	$ 4.66	$ 4.89	$ 5.13	$ 5.39	$ 5.66	$ 5.94
5	Commercial	$ 4.41	$ 4.66	$ 4.89	$ 5.13	$ 5.39	$ 5.66	$ 5.94
6	Handbilled Industrial	$ 4.41	$ 4.66	$ 4.89	$ 5.13	$ 5.39	$ 5.66	$ 5.94

- 1% per year increase on customer charge
- 5% per year increase on the flow charge

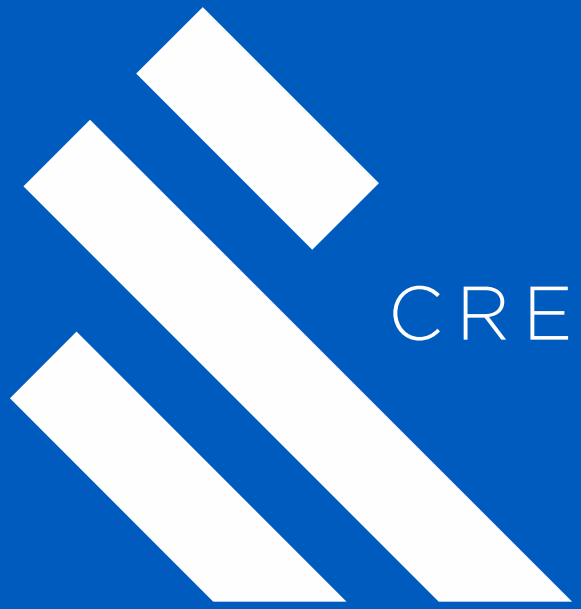
Residential Typical Bills

Line No.	Description	Billable Flow Ccf	Existing Rates 2023 $	Approved Rates 2024 $	Proposed Rates 2025 $	Proposed Rates 2026 $	Proposed Rates 2027 $	Proposed Rates 2028 $	Proposed Rates 2029 $
	Residential								
1	Low	3.5	$ 28.41	$ 29.54	$ 30.48	$ 31.45	$ 32.49	$ 33.57	$ 34.69
2	Medium	5.0	$ 35.02	$ 36.53	$ 37.81	$ 39.14	$ 40.57	$ 42.06	$ 43.60
3	High	8.5	$ 50.46	$ 52.84	$ 54.93	$ 57.10	$ 59.44	$ 61.87	$ 64.39
	Proposed Increase ($)								
4	Low			$ 1.14	$ 0.93	$ 0.97	$ 1.04	$ 1.09	$ 1.12
5	Medium			$ 1.51	$ 1.28	$ 1.33	$ 1.43	$ 1.49	$ 1.54
6	High			$ 2.39	$ 2.08	$ 2.17	$ 2.34	$ 2.44	$ 2.52
	Proposed Increase (%)								
7	Low			4.0%	3.2%	3.2%	3.3%	3.3%	3.3%
8	Medium			4.3%	3.5%	3.5%	3.7%	3.7%	3.7%
9	High			4.7%	3.9%	4.0%	4.1%	4.1%	4.1%

Commercial Typical Bills

Line No.	Description	Billable Flow Ccf	Existing Rates 2023 $	Approved Rates 2024 $	Proposed Rates 2025 $	Proposed Rates 2026 $	Proposed Rates 2027 $	Proposed Rates 2028 $	Proposed Rates 2029 $
	Commercial								
1	Low	25.0	$ 124.16	$ 130.69	$ 136.58	$ 142.72	$ 149.36	$ 156.26	$ 163.41
2	Medium	75.0	$ 344.66	$ 363.69	$ 381.08	$ 399.22	$ 418.86	$ 439.26	$ 460.41
3	High	130.0	$ 587.21	$ 619.99	$ 650.03	$ 681.37	$ 715.31	$ 750.56	$ 787.11
	Proposed Increase ($)								
4	Low			$ 6.53	$ 5.89	$ 6.14	$ 6.64	$ 6.90	$ 7.15
5	Medium			$ 19.03	$ 17.39	$ 18.14	$ 19.64	$ 20.40	$ 21.15
6	High			$ 32.78	$ 30.04	$ 31.34	$ 33.94	$ 35.25	$ 36.55
	Proposed Increase (%)								
7	Low			5.3%	4.5%	4.5%	4.7%	4.6%	4.6%
8	Medium			5.5%	4.8%	4.8%	4.9%	4.9%	4.8%
9	High			5.6%	4.8%	4.8%	5.0%	4.9%	4.9%

QUESTIONS / DISCUSSION



CREATE AMAZING.

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 Z, L & CK LIQUOR LICENSE FOR NEBRASKA BEVERAGE PARTNERS, LLC DBA BRICKWAY BREWING & DISTILLING IN LA VISTA, NEBRASKA.

WHEREAS, Nebraska Beverage Partners, LLC dba Brickway Brewing & Distilling, 11941 Centennial Road, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class Z, L & 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 Z, L & CK Liquor License submitted by Nebraska Beverage Partners, LLC dba Brickway Brewing & Distilling, 11941 Centennial Road, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 5TH DAY OF JULY 2023.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, MMC
City Clerk

K:\APPS\City Hall\23 FINAL RESOLUTIONS\23. Liquor License Nebraska Beverage Partners LLC 07.05.2023.Doc

LA VISTA POLICE DEPARTMENT
INTER-DEPARTMENT MEMO

TO: **Pam Buethe, City Clerk**

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

DATE: **June 21, 2023**

RE: **Local Background Check– Brickway Brewing & Distilling**

The La Vista Police Department has reviewed the Nebraska Liquor Control Commission Documents completed by the applicant and conducted a check of local records relating to the Manager Application for Jerome Z. Triemert. No criminal record was located.

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

APPLICATION FOR LIQUOR LICENSE
CHECKLIST MICRODISTILLERY

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

License Class: Z

License Number: 125826

RECEIVED
JUN 15 2023
NEBRASKA LIQUOR CONTROL COMMISSION

Office Use Only

NEW / REPLACING

TOP: Yes / No

Hot List: Yes / No

Initial: CA

PLEASE READ CAREFULLY:

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

APPLICANT NAME ~~Zac Triemert~~ Nebraska Beverage Partners LLC

TRADE (DBA) NAME Brickway Brewing & Distilling ~~Satellite Location~~

PREVIOUS TRADE (DBA) NAME Cut Spike Distillery

CONTACT NAME AND PHONE NUMBER Zac Triemert 402-213-5903

CONTACT EMAIL ADDRESS zac@drinkbrickway.com

Office Use Only
PAYMENT TYPE: Payport
AMOUNT: $650.- RCPT:
RECEIVED: 6/15/23
DATE DEPOSITED:

2300006075

APPLICATION FOR LIQUOR LICENSE
CHECKLIST BREWERY (BREW PUB)

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

License Class: L

License Number: 125825

RECEIVED
JUN 15 2023
NEBRASKA LIQUOR CONTROL COMMISSION

Office Use Only
NEW / REPLACING 1061684 TOP Yes / No
Hot List: Yes / No
Initial: CA

PLEASE READ CAREFULLY:

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APPLICANT NAME Zac Triemert

TRADE (DBA) NAME Brickway Brewing & Distilling Satellite Location

PREVIOUS TRADE (DBA) NAME

CONTACT NAME AND PHONE NUMBER Zac Triemert 402-213-5903

CONTACT EMAIL ADDRESS zac@drinkbrickway.com

Office use only
PAYMENT TYPE PayPort
AMOUNT $650.- RCPT
RECEIVED 6/15/23
DATE DEPOSITED

2300006077

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: CK

License Number: 125824

RECEIVED
JUN 15 2023
NEBRASKA LIQUOR CONTROL COMMISSION

Office Use Only
NEW / REPLACING _____ TOP Yes / No
Hot List Yes / No Initial: CA

PLEASE READ CAREFULLY

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

APPLICANT NAME ~~Zac Triemert~~ Nebraska Beverage Partners LLC

TRADE (DBA) NAME Brickway Brewing & Distilling ~~Satellite Location~~

PREVIOUS TRADE (DBA) NAME Lucky Bucket Brewing & Cut Spike Distillery

CONTACT NAME AND PHONE NUMBER Zac Triemert 402-213-5903

CONTACT EMAIL ADDRESS zac@drinkbrickway.com

Adding Class CK to Class L & Z

Office Use Only
PAYMENT TYPE Payport
AMOUNT $500.- RCPT
RECEIVED
DATE DEPOSITED

2300006074

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

Term of license runs from May 1 – April 30
Catering license (K) expires same as farm winery license

[X] Class Z Microdistillery — Application fee $400 plus licensee fee $250
Total $650 (Check made payable to Nebraska Liquor Control Commission)

Do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES ___ NO X

[X] Class K Catering license (Submit Form 106)

[X] Copy of application filed with TTB for Federal Basic Permit

[X] Alcoholic Liquor Tax Bond minimum of $1,000 (Submit Form 115)

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

___ Individual License (Form 104)

___ Partnership License (Form 105)

___ Corporate License (Form 101 & Form 103)

X Limited Liability Company (LLC) (Form 102 & Form 103)

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

Name Vanessa Silke Phone Number: 402-636-8266

Firm Name Baird Holm LLP

Email address: vsilke@bairdholm.com

Should we contact you with any questions on the application? YES X NO ___

PREMISES INFORMATION

Trade Name (doing business as) Brickway Brewing & Distilling Satellite Location

Street Address 11941 Centennial Rd Ste 1

City La Vista, County Sarpy Zip Code 68128 -5623

Premises Telephone number 402-213-5903

Business e-mail address zac@drinkbrickway.com

Is this location inside the city/village corporate limits: YES X NO _____

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

Name Zac Triemert

Street Address 1116 Jackson Street

City Omaha State NE Zip Code 68102 -2825

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

Building length see attached x width 126 in feet

Is there a basement? Yes _____ No X If yes, length _____ x width _____ in feet

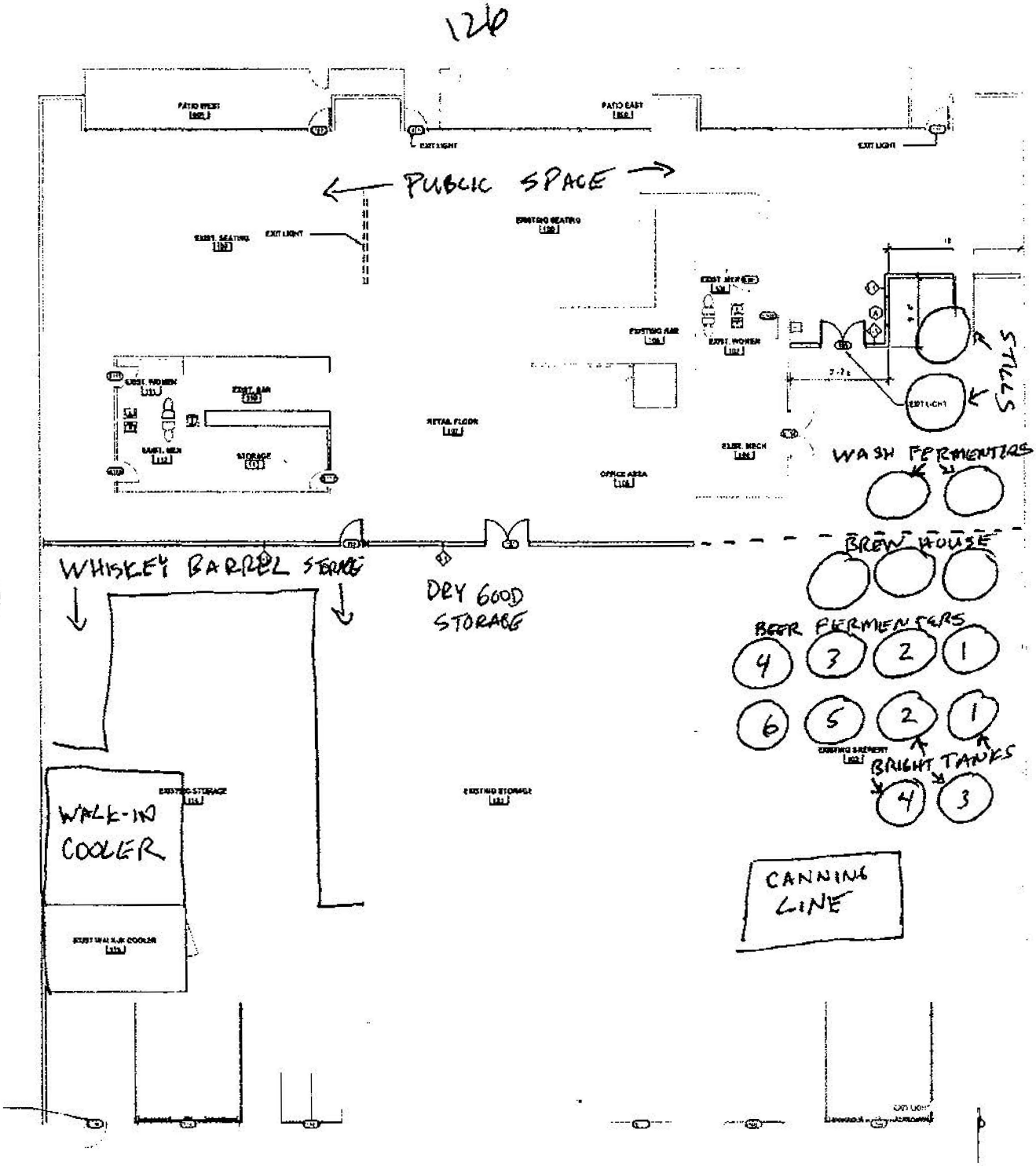
Is there an outdoor area? Yes X No _____ If yes, length see attached x width _____ in feet

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

Number of floors of the building 1

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

See attached


120
PATIO WEST
PATIO EAST
EXIT LIGHT
EXIT LIGHT
← PUBLIC SPACE →
EXIST. SEATING
EXIT LIGHT
EXISTING SEATING
EXIST. MEN
EXIST. WOMEN
EXISTING BAR
EXIST. WOMEN
EXIST. BAR
EXIST. MEN
STORAGE
RETAIL FLOOR
OFFICE AREA
EXIST. MEN
STILLS
WASH FERMENTERS
BREW HOUSE
WHISKEY BARREL STORAGE
DRY GOOD STORAGE
BEER FERMENTERS
4
3
2
1
6
5
2
1
BRIGHT TANKS
4
3
EXISTING STORAGE
EXISTING STORAGE
WALK-IN COOLER
EXIST WALK-IN COOLER
CANNING LINE
140

APPLICANT INFORMATION

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

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

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

X YES _____ NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Jerome Z Triemert	12/1997	Osseola CO MN	DUI	Yes

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

X YES _____ NO

If yes, provide business name and license number Lucky Bucket/Cut Spike106684; 106685

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

X YES _____ NO

If yes, give name of business and liquor license number Lucky Bucket/Cut Spike 106684/106685

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

X YES _____ NO

If yes

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

a) Submit a copy of the business purchase agreement

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

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

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

X YES _____NO

If yes, list the lender(s) Investors - see list

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

X YES _____NO

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

Investors (see list); landlord (see lease)

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

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

_____YES X NO

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

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

_____YES X NO

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

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

_____YES X NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

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

Brickway Brewing & Distilling Co - 105585, 105586, 105561

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

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Zac Triemert		will be updated prior to license issuance

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Zac Triemert	2013-present	Brickway Brewing & Distilling Co Omaha, NE

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

X Lease: expiration date_____

_____ Deed

_____ Purchase Agreement

14. When do you intend to open for business? As soon as TOP is approved

15. What will be the main nature of business? Distillery and Brewing with retail sales (on and off-sale)

16. What are the anticipated hours of operation? as allowed by statute and local ordinances

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM	TO	SPOUSE: CITY & STATE	YEAR FROM	TO
Zac Triemert	2010	present	Jenny Jessen	2010	present

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE –
PLEASE READ CAREFULLY

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

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

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

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

Signature of **APPLICANT**	Signature of **SPOUSE**
J. ZAC TRIEMERT	Jennifer JESSEN
Printed Name of **APPLICANT**	Printed Name of **SPOUSE**
Signature of **APPLICANT**	Signature of **SPOUSE**
Printed Name of **APPLICANT**	Printed Name of **SPOUSE**

ALCOHOLIC LIQUOR TAX BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That we, Nebraska Beverage Partners LLC of the County of Douglas, State of Nebraska as Principal of Auto-Owners Insurance Company, and duly licensed to transact the business of surety insurance in the State of Nebraska, as Surety, are held and firmly bound unto the State of Nebraska, and the City (Village) of La Vista in Sarpy County, Nebraska, and the Nebraska Liquor Control Commission and each of them jointly or severally, in the penal sum of Two Thousand Five Hundred DOLLARS ($ 2500) for the payment of which, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.

The condition of this obligation is such that,

WHEREAS, the said Nebraska Beverage Partners LLC has made application under the Nebraska Liquor Control Commission Act for the following license(s) check each that apply:

____ Class L-Craft Brewery ____ Class W-Wholesale Beer ____ Class V-Manufacturer (beer, wine, spirits)

____ Class Y-Farm Winery ____ Class X-Wholesale Liquor X Class Z-Micro Distillery

NOW, THEREFORE, upon application for such license and continuing after the issuance of the same to the said principal above named, if the said principal hereinabove named shall faithfully perform all the terms and conditions of said license(s), and shall promptly account for and pay to the proper authorities all lawful taxes, fees, assessments that have accrued during the term of said license or licenses, and all fines, penalties and costs which shall become due from or shall be levied, charges or adjudged against said principal on account of defaults occurring during the entire effective period of this bond, under the provisions of said Act by said Commission, or any court or other lawful authority; and shall truly and faithfully comply as such licensee with all of the provisions of said Act of the Legislature and all future Nebraska Liquor Control laws which may be enacted during the term of such license or licenses, and shall truly and faithfully comply with all lawful rules and regulations of said Commission, and said City (Village) during the term of said license or licenses, then this obligation shall be null and void.

OTHERWISE, to be and remain in full force and effect;

This Bond shall run concurrently with the term of said license or licenses granted to the principal, and shall remain in full force and effect for any renewal thereof, provided, however, that the penalty of the Bond may not be cumulative from year to year, and the total aggregate liability of the surety shall not exceed $ 2500, regardless of the number of claims made under this Bond and the number of years this Bond remain in effect.

The surety may cancel this Bond by providing 60 days prior written notice of such cancellation to the Nebraska Liquor Control Commission, but the surety providing such notice shall not be discharged from any liability already accrued under this Bond or which shall accrue under this Bond before expiration of said 60 day period. Upon cancellation of this Bond, the surety shall be relieved of liability accruing after the effective date of cancellation, and the rights of the principal under such license, as is supported by said Bond, shall be cancelled and terminated on the date specified, unless the principal provides a sufficient replacement Bond.

This Bond shall be effective during all proceedings involving the application for license under the Nebraska Liquor Control Act for Alcoholic Liquor and/or Beer license and upon issuance of said license this Bond shall continue until cancelled as set forth hereinabove.

This Bond has been given Bond number 66410371.

PRINCIPAL

IN TESTIMONY, WHEREOF, said PRINCIPAL has hereunto subscribed his or their names or has caused this instrument to be signed by its duly authorized officer this date: June 16 A.D. 20 23

SIGNATURE

J. ZAC TRIEMERT

PRINT NAME HERE

WITNESS SIGNATURE

Honour Nulsen

PRINT NAME HERE

SURETY COMPANY

IN TESTIMONY, WHEREOF, said SURETY has caused this instrument to be signed by its duly authorized office and its corporate seal to be hereunto affixed this date:

June 16 A.D. 20 23

SIGNATURE of Attorney-in-Fact FOR Surety Company

Darcy D Watson

PRINT NAME HERE

Auto Owners Insurance Company

SURETY COMPANY NAME

6101 Anacapri Boulevard Lansing MI 48917

SURETY COMPANY MAILING ADDRESS

800-346-0346

SURETY COMPANY AREA CODE AND PHONE NUMBER

402-592-2804

INSURANCE PRODUCER'S AREA CODE AND PHONE NUMBER

NOTICE

Bond will not be accepted unless properly signed by applicant, whose signature shall be witnessed. It is also necessary that all Bonds be signed by an official or agent of the Bonding Company who holds and unexpired power-of-attorney from the Bonding Company and unexpired Nebraska liquor license as insurance producer for said company. An additional requirement is attachment of the seal of the Bonding Company and, if applicant is a corporation, their seal should also be attached.

DATE AND ATTACH TO ORIGINAL BOND

AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN

POWER OF ATTORNEY

NO. 66410371

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint DARCY D WATSON

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.

Andrea Lindemeyer — Senior Vice President

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

SANDRA M. JONES — NOTARY PUBLIC — STATE OF MICHIGAN

My commission expires July 16th, 2025.

Sandra M. Jones — Notary Public

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 16th day of June, 2023.

AUTO-OWNERS INSURANCE — CORPORATE SEAL — LANSING, MICHIGAN

William F. Woodbury, First Vice President, Secretary and General Counsel

Industry Member Information

Report Date: 6/15/2023 2:57:52PM

Original Application Submitted Date 06/15/2023

Original Application Tracking Number	2023-DSPBI-00301-O
Application Type	Application for Distilled Spirit Plant (Beverage and Industrial)
Application Status	Review in Process
EIN	93-1568329
Company Name	Nebraska Beverage Partners, LLC
Premises Address	11941 CENTENNIAL RD STE 1,2,3 LA VISTA, NE 68128
Premise Contact Name	
Premise Phone Number	

Application Contact

Full Name	Aaron Funk
Business Name	
Address/City/State/Zip	1173 Wonder Ln Marietta GA 30062
Phone/Fax	402-730-8918/--
Email	afunk2@msn.com

Mailing Address

Full Name	Zac Triemert
Business Name	Brickway Brewing & Distilling
Address/City/State/Zip	1116 Jackson Street Omaha NE 68104
Phone/Fax	402-213-5903/--
Email	zac@drinkbrickway.com

DBA/OPERATING NAME

Doing Business As / Operating Name	Brickway Brewing & Distilling
By checking this box I certify that the Doing Business As / Operating Name listed above has been registered with my county or state, if applicable	CHECKED

DECLARE AND ACKNOWLEDGE

I declare under penalties of perjury under the laws of the United States of America, that I have examined this application, including accompanying statements, and to the best of my knowledge and belief, it is true, correct, and complete.	CHECKED
Declaration Date	06/15/2023

DSP BEVERAGE OPERATION INFO

Distiller	CHECKED
Provide the total proof gallons of spirits that can be produced daily	50
Describe the step by step production procedure used to produce spirits from an original source. Begin with the treating, mashing, or fermenting of the raw materials and continue through each step of the distilling, purifying and refining process, until production is complete	1000 pounds of malted barley will be cracked in a roller mill and conveyed to a 15 BBL (465 gallon) mash tun. Hot water will be mixed with the malted barley and they will stand for a hour. The liquid wash will be lautered from the spent grain and transferred to the brew kettle. The wash will be boiled fo 30 minutes. The wash will then be cooled and transferred to fermentation vessel and yeast added. Fermentation will take place at 72 degrees F over 7 days. The fermented wash will be 8-10% alcohol and transferred to the 550 gallon wash stil The wash still will distiller over 6 hours and yield around 150 gallons of low wines. The low wines (about 25% abv) will be mixed with head and tails from a previous batch and put into the 300 gallon spirit still. In the second distillation, the heart will be collected and put in to a oak cask for storage. It will yield about 50 gallons of 60-65% abv final spirit.

DSP INFORMATION

Describe each tract of land that makes up the distillery by using directions and distances. Please describe the land only	The building is located at the Northwest corner of 120th Street (N-S) and Centennial Road (E-W) on 3.52 acres of land.
Provide the dimensions (size) of the bonded premises	The building is a multi-unit property with 6 suites, of which the brewery premises occupy the NW 3 suites, approximately 18,374 (126 feet by 146 feet) of the available 36,792 square feet available.
Describe the construction of each building that is part of the bonded premises	The building is composed of concrete, steel beams, wood, and drywall.

Describe the operations conducted in each building that is part of the bonded premises	This operation will double as a brewery. Therefore, wash produced with brewery equipment will be fermented separately from the brewery for use in the manufacture of distilled spirits. These distilled spirits fermenter(s) are separate from the brewery fermenters and will only be used to ferment wash for use in the distillery operations. The wash still and spirits still are indicated on the diagram. Barrel aging for spirits will occur on the west side of the building. The brewery and distillery diagram shows fermentation vessels marked as Wash Fermentation Vessels (Wash FV) and have a capacity of 40 barrels each. The building will also feature a tap room and retail space for customers. The main entrance to the rectangular single-story building faces the north, and the tavern portion will occupy approximately 30% (approximately 5500 square feet) of the north facing portion of the main level of the building. In addition, there will be patio seating between the front entrance of the building and the street (approximately 700 square feet). The brewery and distillery will occupy the latter 70% of the building, approximately 13,000 square feet. The brewery and distillery will be separated from the tavern by locked security doors and will be off limits to the public except during supervised tours.
List the location of each door and window for the buildings that are part of the bonded premises	The entrance to the building on the north side features windows that look into the tap room portion of the building. Metal security doors with security windows open off of the back of the building, facing south, as well as metal overhead doors, which open onto the loading docks.
If only part of the building is being used for DSP operations, list and describe each floor/room(s) that are part of the bonded premises and the operations being conducted. Enter N/A if the entire building is being used for the DSP operations	The floor plan as indicated by the attached diagram shows the section of the building which will be devoted to DSP operations, those which will be devoted to brewery operations, as well as those spaces which will be shared.
List any outside tanks that will be used for production, storage and processing of spirits, and/or for denaturing sprits, articles, or wine	No outside tanks.
Describe the general premises which includes all areas of the plant that are not covered under the bond	The building is a multi-unit property with 6 suites, of which the brewery premises occupy the NW 3 suites, approximately 18,374 (126 feet by 146 feet) of the available 36,792 square feet available. The building is composed of concrete, steel beams, wood, and drywall. The entrance to the building on the north side features windows that look into the tap room portion of the building. Metal security doors with security windows open off of the back of the building, facing south, as well as metal overhead doors, which open onto the loading docks.
Will you be alternating?	Yes
Describe any area of the distilled spirits plant that will be shared with another business or type of operation, including all areas, floors, rooms, and equipment	The floor plan as indicated by the attached diagram shows the section of the building which will be devoted to DSP operations, those which will be devoted to brewery operations, as well as those spaces which will be shared.
Provide the maximum combined number of proof gallons that will be produced, stored, and in transit to the bonded premises during a 15 day period	200

I certify that I AM NOT required to provide a bond	CHECKED
Describe the plant security, including methods used to secure buildings or plant operations located within a portion of the building and any outdoor tanks	The distillery will be separated from the general public by metal security doors at all direct access points to the distillery. The tavern area of the business will be separated from the distillery by metal security doors. All access points to the building will feature deadbolt locks and non-replicable keys shall be available only to the manager-level employees Un-taxpaid goods are only accessible by distillery staff. There are no outside tanks.
Will any guard personnel be employed?	No
Will any electronic or mechanical alarm system be used?	Yes
I certify that locks used will meet the following specifications as required in the Code of Federal Regulations, Part, 19.192 (f). (i) Corresponding serial number on the lock and on the key, except for master key locking systems; (ii) Case hardened shackle at least one-fourth inch in diameter, with heel and toe locking; (iii) Body width of at least 2 inches; (iv) Captured key feature (key may not be removed while shackle is unlocked); (v) A tumbler with at least 5 pins; and (vi) A lock and key containing no bitting data	CHECKED
List all persons, by their position and title, who have access to the keys for the locks	Zac Triemert, President, Head Distiller/Brewer TBA, General Manager TBA, Assistant Distiller TBA, Assistant Brewer
By checking this box I certify that accounting records for this distilled spirits plant will be maintained in accordance with generally accepted accounting principles	CHECKED
Describe any other business that will be conducted on the premises. Please include a description of the business, a list of buildings and/or equipment that will be used, and a statement of the relationship of the business to the distilled spirits plant, if there is any	This operation will double as a brewery. Therefore, wort produced with brewery equipment will be fermented separately from the DSP for use in the manufacture of distilled spirits. These distilled spirits fermenter(s) are separate from the brewery fermenters and will only be used to ferment beer for use in the distillery operations. The wash still and spirits still are indicated on the diagram. Barrel aging for spirits will occur in a separate section of the building. The building will also feature a tap room and retail space for customers. The main entrance to the rectangular single-story building faces the north, and the tavern portion will occupy approximately 30% (approximately 5500 square feet) of the north facing portion of the main level of the building. In addition, there will be patio seating between the front entrance of the building and the street (approximately 700 square feet).
Will you have a tasting room?	Yes
If you charge for samples, parking, or tours then you are prohibited from establishing a tasting room on the premises. The tasting room must be separate from the distillery with floor to ceiling walls and must have its own entrance. It cannot be part of the distilled spirits plant and must be shown on the diagram. Do you understand this requirement?	Yes

If you do not plan to charge for samples, parking, or tours then the tasting room can be located on the general premises, but must be separate from the bonded premises with floor to ceiling walls, have its own entrance and be shown on the diagram. Do you understand this requirement?	Yes
Will you have a retail store?	Yes
If you are only selling merchandise (e.g., shirts, souvenirs) then the retail store can be located on the general premises and should also be shown on the diagram. Do you understand this requirement?	Yes
Do you plan to sell any alcohol in the retail store?	Yes
If any alcohol is sold in the retail store then you are prohibited from establishing it on the premises. The retail store must be separated from the premises by floor to ceiling wall separation and have its own entrance from the outside. Do you understand this requirement?	Yes

DSP OPERATION TYPE

Select the type of Distilled Spirits Plant (DSP) operation(s) you are applying for	Beverage Only

ENTITY INFORMATION

Business Name	Nebraska Beverage Partners, LLC
EIN	[redacted]

OWNER BACKGROUND INFORMATION

Has any shareholder with more than 10% voting stock, sole owner, general partner, LLC member/manager, or corporate officer or director ever been denied a permit, license, or other authorization to engage in any business to manufacture, distribute, import, sell, or use alcohol products (beverage or non-beverage) by any government agency (federal, state, local, or foreign) or had such a permit, license, or other authorization revoked, suspended, or otherwise terminated?	No
Has any shareholder with more than 10% voting stock, sole owner, general partner, LLC member/manager, or corporate officer or director ever been arrested for, charged with, or convicted of any crime under federal, state, or foreign laws other than traffic violations or convictions that are not felonies under federal or state law?	No

REASON FOR THE APPLICATION

Change of Proprietorship - Ownership	CHECKED
Date of Change	06/15/2023
Permit Number(s) of Predecessor	NE-S-15003
Operating Permit Number(s) of Predecessor	NE-S-15003

Registry Number(s) of Predecessor	DSP-NE-15005
Name of Predecessor	Cut Spike Distillery, LLC
Address of Predecessor	11941 Centennial Road, Ste 1
City of Predecessor	La Vista
State of Predecessor	NE
Zip Code of Predecessor	68128

ALTERNATION OF PREMISES

Select the type of operation you are alternating with	Brewery
Brewer's Notice Number (if known)	pending
Application Tracking Number	pending

DSP EQUIPMENT

Select type of Equipment	Still
Serial Number	pending
Capacity	350
Kind of Still	Pot Still
Intended Use	Still - Distillation
Select type of Equipment	Still
Serial Number	pending
Capacity	400
Kind of Still	Pot Still
Intended Use	Still - Redistillation
Select type of Equipment	Tank
Serial Number	pending
Capacity	40
Intended Use	Tank - Production
Select type of Equipment	Tank
Serial Number	pending
Capacity	40
Intended Use	Tank - Production

NON-CONTIGUOUS LOCATIONS

Non-contiguous Location Address	Brickway Brewing & Distilling 1116 Jackson Street Omaha, NE 68102
Description of Non-contiguous Location	Original brewery and distillery operations for Brickway Brewing Distilling
Driving distance from the primary premises (in miles)	14.5

Describe the proposed operations to occur at this non-contiguous location	Each location will represent Brickay Brewing & Distilling operations and resources may be shared between the two operations.

REQUEST FOR VARIANCE

Select type of variance, alternate method, or procedure	Alternation of a DSP with a brewery or establishment of noncontiguous premises
Description of request	The DSP will operate on the same premises as a brewery, both operating under the same ownership.
Select type of variance, alternate method, or procedure	Request for Alternate Method of Operation - Change in Premise
Description of request	The DSP will be located on the same premises as a brewery and each will alternate the use of certasin space and equipmen from time to time.

REQUIRED DOCUMENT CHECKLIST

Document Type	Diagram
Method of Submission	Uploaded
Document Received	undefined
Document Type	Variance Letter
Method of Submission	Uploaded
Document Received	undefined
Document Type	Variance Letter
Method of Submission	Uploaded
Document Received	undefined
Document Type	Lease Agreement or Proof of Property Ownership
Method of Submission	Uploaded
Document Received	undefined

Original Application Submitted Date 06/15/2023

Original Application Tracking Number	2023-DSPBI-00301-O
Application Type	Application for Distilled Spirit Plant (Beverage and Industrial)
Application Status	Review in Process
EIN	[redacted]
Company Name	Nebraska Beverage Partners, LLC
Premises Address	11941 CENTENNIAL RD STE 1,2,3 LA VISTA, NE 68128
Premise Contact Name	
Premise Phone Number	

Application Contact

Full Name	Jerome Zachary Triemert
Business Name	
Address/City/State/Zip	
Phone/Fax	--/--
Email	zac@drinkbrickway.com

Mailing Address

Full Name	Zac Triemert
Business Name	Brickway Brewing & Distilling
Address/City/State/Zip	1116 Jackson Street Omaha NE 68104
Phone/Fax	402-213-5903/--
Email	zac@drinkbrickway.com

DBA/OPERATING NAME

Doing Business As / Operating Name	Brickway Brewing & Distilling
By checking this box I certify that the Doing Business As / Operating Name listed above has been registered with my county or state, if applicable	CHECKED

DECLARE AND ACKNOWLEDGE

I declare under penalties of perjury under the laws of the United States of America, that I have examined this application, including accompanying statements, and to the best of my knowledge and belief, it is true, correct, and complete.	CHECKED
Declaration Date	06/15/2023

DSP BEVERAGE OPERATION INFO

Distiller	CHECKED
Provide the total proof gallons of spirits that can be produced daily	50
Describe the step by step production procedure used to produce spirits from an original source. Begin with the treating, mashing, or fermenting of the raw materials and continue through each step of the distilling, purifying and refining process, until production is complete	1000 pounds of malted barley will be cracked in a roller mill and conveyed to a 15 BBL (465 gallon) mash tun. Hot water will be mixed with the malted barley and they will stand for a hour. The liquid wash will be lautered from the spent grain and transferred to the brew kettle. The wash will be boiled fo 30 minutes. The wash will then be cooled and transferred to fermentation vessel and yeast added. Fermentation will take place at 72 degrees F over 7 days. The fermented wash will be 8-10% alcohol and transferred to the 550 gallon wash stil The wash still will distiller over 6 hours and yield around 150 gallons of low wines. The low wines (about 25% abv) will be mixed with head and tails from a previous batch and put into the 300 gallon spirit still. In the second distillation, the heart will be collected and put in to a oak cask for storage. It will yield about 50 gallons of 60-65% abv final spirit.

DSP INFORMATION

Describe each tract of land that makes up the distillery by using directions and distances. Please describe the land only	The building is located at the Northwest corner of 120th Street (N-S) and Centennial Road (E-W) on 3.52 acres of land.
Provide the dimensions (size) of the bonded premises	The building is a multi-unit property with 6 suites, of which the brewery premises occupy the NW 3 suites, approximately 18,374 (126 feet by 146 feet) of the available 36,792 square feet available.
Describe the construction of each building that is part of the bonded premises	The building is composed of concrete, steel beams, wood, and drywall.
Describe the operations conducted in each building that is part of the bonded premises	This operation will double as a brewery. Therefore, wash produced with brewery equipment will be fermented separately from the brewery for use in the manufacture of distilled spirits. These distilled spirits fermenter(s) are separate from the brewery fermenters and will only be used to ferment wash for use in the distillery operations. The wash still and spirits still are indicated on the diagram. Barrel aging for spirits will occur on the west side of the building. The brewery and distillery diagram shows fermentation vessels marked as Wash Fermentation Vessels (Wash FV) and have a capacity of 40 barrels each. The building will also feature a tap room and retail space for customers. The main entrance to the rectangular single-story building faces the north, and the tavern portion will occupy approximately 30% (approximately 5500 square feet) of the north facing portion of the main level of the building. In addition, there will be patio seating between the front entrance of the building and the street (approximately 700 square feet). The brewery and distillery will occupy the latter 70% of the building, approximately 13,000 square feet. The brewery and distillery will be separated from the tavern by locked security doors and will be off limits to the public except during supervised tours.

List the location of each door and window for the buildings that are part of the bonded premises	The entrance to the building on the north side features windows that look into the tap room portion of the building. Metal security doors with security windows open off of the back of the building, facing south, as well as metal overhead doors, which open onto the loading docks.
If only part of the building is being used for DSP operations, list and describe each floor/room(s) that are part of the bonded premises and the operations being conducted. Enter N/A if the entire building is being used for the DSP operations	The floor plan as indicated by the attached diagram shows the section of the building which will be devoted to DSP operations, those which will be devoted to brewery operations, as well as those spaces which will be shared.
List any outside tanks that will be used for production, storage and processing of spirits, and/or for denaturing sprits, articles, or wine	No outside tanks.
Describe the general premises which includes all areas of the plant that are not covered under the bond	The building is a multi-unit property with 6 suites, of which the brewery premises occupy the NW 3 suites, approximately 18,374 (126 feet by 146 feet) of the available 36,792 square feet available. The building is composed of concrete, steel beams, wood, and drywall. The entrance to the building on the north side features windows that look intc the tap room portion of the building. Metal security doors witl security windows open off of the back of the building, facing south, as well as metal overhead doors, which open onto the loading docks.
Will you be alternating?	Yes
Describe any area of the distilled spirits plant that will be shared with another business or type of operation, including all areas, floors, rooms, and equipment	The floor plan as indicated by the attached diagram shows the section of the building which will be devoted to DSP operations, those which will be devoted to brewery operations, as well as those spaces which will be shared.
Provide the maximum combined number of proof gallons that will be produced, stored, and in transit to the bonded premises during a 15 day period	200
I certify that I AM NOT required to provide a bond	CHECKED
Describe the plant security, including methods used to secure buildings or plant operations located within a portion of the building and any outdoor tanks	The distillery will be separated from the general public by metal security doors at all direct access points to the distillery. The tavern area of the business will be separated from the distillery by metal security doors. All access points to the building will feature deadbolt locks and non-replicable keys shall be available only to the manager-level employees Un-taxpaid goods are only accessible by distillery staff. There are no outside tanks.
Will any guard personnel be employed?	No
Will any electronic or mechanical alarm system be used?	Yes
I certify that locks used will meet the following specifications as required in the Code of Federal Regulations, Part, 19.192 (f). (i) Corresponding serial number on the lock and on the key, except for master key locking systems; (ii) Case hardened shackle at least one-fourth inch in diameter, with heel and toe locking; (iii) Body width of at least 2 inches; (iv) Captured key feature (key may not be removed while shackle is unlocked); (v) A tumbler with at least 5 pins; and (vi) A lock and key containing no bitting data	CHECKED

List all persons, by their position and title, who have access to the keys for the locks	Zac Triemert, President, Head Distiller/Brewer TBA, General Manager TBA, Assistant Distiller TBA, Assistant Brewer
By checking this box I certify that accounting records for this distilled spirits plant will be maintained in accordance with generally accepted accounting principles	CHECKED
Describe any other business that will be conducted on the premises. Please include a description of the business, a list of buildings and/or equipment that will be used, and a statement of the relationship of the business to the distilled spirits plant, if there is any	This operation will double as a brewery. Therefore, wort produced with brewery equipment will be fermented separately from the DSP for use in the manufacture of distilled spirits. These distilled spirits fermenter(s) are separate from the brewery fermenters and will only be used to ferment beer for use in the distillery operations. The wash still and spirits still are indicated on the diagram. Barrel aging for spirits will occur in a separate section of the building. The building will also feature a tap room and retail space for customers. The main entrance to the rectangular single-story building faces the north, and the tavern portion will occupy approximately 30% (approximately 5500 square feet) of the north facing portion of the main level of the building. In addition, there will be patio seating between the front entrance of the building and the street (approximately 700 square feet).
Will you have a tasting room?	Yes
If you charge for samples, parking, or tours then you are prohibited from establishing a tasting room on the premises. The tasting room must be separate from the distillery with floor to ceiling walls and must have its own entrance. It cannot be part of the distilled spirits plant and must be shown on the diagram. Do you understand this requirement?	Yes
If you do not plan to charge for samples, parking, or tours then the tasting room can be located on the general premises, but must be separate from the bonded premises with floor to ceiling walls, have its own entrance and be shown on the diagram. Do you understand this requirement?	Yes
Will you have a retail store?	Yes
If you are only selling merchandise (e.g., shirts, souvenirs) then the retail store can be located on the general premises and should also be shown on the diagram. Do you understand this requirement?	Yes
Do you plan to sell any alcohol in the retail store?	Yes
If any alcohol is sold in the retail store then you are prohibited from establishing it on the premises. The retail store must be separated from the premises by floor to ceiling wall separation and have its own entrance from the outside. Do you understand this requirement?	Yes

DSP OPERATION TYPE

Select the type of Distilled Spirits Plant (DSP) operation(s) you are applying for	Beverage Only

ENTITY INFORMATION

Business Name	Nebraska Beverage Partners, LLC
EIN	[redacted]

OWNER BACKGROUND INFORMATION

Has any shareholder with more than 10% voting stock, sole owner, general partner, LLC member/manager, or corporate officer or director ever been denied a permit, license, or other authorization to engage in any business to manufacture, distribute, import, sell, or use alcohol products (beverage or non-beverage) by any government agency (federal, state, local, or foreign) or had such a permit, license, or other authorization revoked, suspended, or otherwise terminated?	No
Has any shareholder with more than 10% voting stock, sole owner, general partner, LLC member/manager, or corporate officer or director ever been arrested for, charged with, or convicted of any crime under federal, state, or foreign laws other than traffic violations or convictions that are not felonies under federal or state law?	No

REASON FOR THE APPLICATION

Change of Proprietorship - Ownership	CHECKED
Date of Change	06/15/2023
Permit Number(s) of Predecessor	NE-S-15003
Operating Permit Number(s) of Predecessor	NE-S-15003
Registry Number(s) of Predecessor	DSP-NE-15005
Name of Predecessor	Cut Spike Distillery, LLC
Address of Predecessor	11941 Centennial Road, Ste 1
City of Predecessor	La Vista
State of Predecessor	NE
Zip Code of Predecessor	68128

ALTERNATION OF PREMISES

Select the type of operation you are alternating with	Brewery
Brewer's Notice Number (if known)	pending
Application Tracking Number	pending

DSP EQUIPMENT

Select type of Equipment	Still
Serial Number	pending

Capacity	350
Kind of Still	Pot Still
Intended Use	Still - Distillation
Select type of Equipment	Still
Serial Number	pending
Capacity	400
Kind of Still	Pot Still
Intended Use	Still - Redistillation
Select type of Equipment	Tank
Serial Number	pending
Capacity	40
Intended Use	Tank - Production
Select type of Equipment	Tank
Serial Number	pending
Capacity	40
Intended Use	Tank - Production

NON-CONTIGUOUS LOCATIONS

Non-contiguous Location Address	Brickway Brewing & Distilling 1116 Jackson Street Omaha, NE 68102
Description of Non-contiguous Location	Original brewery and distillery operations for Brickway Brewing Distilling
Driving distance from the primary premises (in miles)	14.5
Describe the proposed operations to occur at this non-contiguous location	Each location will represent Brickay Brewing & Distilling operations and resources may be shared between the two operations.

REQUEST FOR VARIANCE

Select type of variance, alternate method, or procedure	Alternation of a DSP with a brewery or establishment of noncontiguous premises
Description of request	The DSP will operate on the same premises as a brewery, both operating under the same ownership.
Select type of variance, alternate method, or procedure	Request for Alternate Method of Operation - Change in Premise
Description of request	The DSP will be located on the same premises as a brewery and each will alternate the use of certasin space and equipmen from time to time.

REQUIRED DOCUMENT CHECKLIST

Document Type	Diagram
Method of Submission	Uploaded
Document Received	undefined
Document Type	Variance Letter
Method of Submission	Uploaded

Document Received	undefined
Document Type	Variance Letter
Method of Submission	Uploaded
Document Received	undefined
Document Type	Lease Agreement or Proof of Property Ownership
Method of Submission	Uploaded
Document Received	undefined

LIMITED LIABILITY COMPANY (LLC)

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

License Class:_____

License Number:

INSTRUCTIONS

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

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

Nebraska Beverage Partners, LLC

Name of Registered Agent: Zac Triemert

LLC Address: 1116 Jackson Street

City: Omaha State: NE Zip Code: 68102 -2825

LLC Phone Number: 402-213-5903 LLC Fax Number N/A

Name of Managing/Contact Member

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

Last Name: Triemert First Name: Zac MI: _____

Home Address: **700 N. 40th Street** City: Omaha

State: NE Zip Code: **68131**-1827 Home Phone Number: 402-213-5903

Signature of Managing/Contact Member

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

Last Name: Borgata (see original application Form 102) First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: Triemert First Name: Zac MI: _____

Social Security Number: [redacted] Date of Birth: [redacted]

Spouse Full Name (indicate N/A if single): Jennifer Jessen

Spouse Social Security Number: [redacted] Date of Birth: [redacted]

Percentage of member ownership ~~51~~ 76%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

☒YES ☐NO

If yes, Form 185 is required

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

Starting Date: Jan Ending Date: Dec

Is this a Non Profit Corporation?

☐YES ☒NO

If yes, provide the Federal ID #._____

Nebraska Secretary of State

NEBRASKA BEVERAGE PARTNERS, LLC

Fri Jun 16 13:56:22 2023

SOS Account Number
2305233170
Status
Active

Principal Office Address
No address on file
Registered Agent and Office Address
ZAC TRIEMERT
1116 JACKSON STREET
OMAHA, NE 68102
Designated Office Address
1116 JACKSON STREET
OMAHA, NE 68102

Nature of Business
Not Available
Entity Type
Domestic LLC
Qualifying State: NE
Date Filed
May 18 2023

Next Report Due Date
Jan 01 2025

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	May 18 2023	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now
Proof of Publication	Jun 09 2023	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation
$6.50
This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Purchase Now

Certificate of Good Standing - USPS Mail Delivery

$10.00

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

Continue to Order

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CONTROLLING CORPORATION INSERT

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

Office Use

Attach copy of Articles as filed with the Nebraska Secretary of State - §53-126

Name and address of the controlling corporation of the applying corporation

Controlling Corporation Name: Borgata Brewing and Distilling, LLC

Controlling Corporation Address: 1116 Jackson Street

City: Omaha State: NE Zip Code: 68102

Provide the names of the top four officer/members of the controlling corporation

1. Full Name: Zac Treimert
   Job Title: Managing Member, Liquor License Manager
2. Full Name: Brett Frevert (less than 25% ownership)
   Job Title: Investor
3. Full Name: Paul Jeffrey (less than 25% ownership)
   Job Title: Investor
4. Full Name: Don Kluthe (less than 25% ownership)
   Job Title: Investor

Nebraska Secretary of State

BORGATA BREWING AND DISTILLING, LLC

Fri Jun 16 13:57:14 2023

SOS Account Number
10168650
Status
Active

Principal Office Address
1116 JACKSON STREET
OMAHA, NE 68102
USA
Registered Agent and Office Address
JILL M. MASON
900 SOUTH 75TH STREET
OMAHA, NE 68114
Designated Office Address
1116 JACKSON STREET
OMAHA, NE 68102

Nature of Business
Not Available
Entity Type
Domestic LLC
Qualifying State: NE
Date Filed
Nov 08 2012

Next Report Due Date
Jan 01 2025

Associated Entities

Account Number	Name	Type	Status
10191990	BORGATA BREWERY	Trade Name	Active
10168652	BORGATA BREWING AND DISTILLING	Trade Name	Inactive
10191991	BORGATA DISTILLERY	Trade Name	Active
10200565	BRICKWAY BREWERY	Trade Name	Inactive
10203076	BRICKWAY BREWERY	Trade Name	Active
10200563	BRICKWAY DISTILLERY	Trade Name	Inactive
10203077	BRICKWAY DISTILLERY	Trade Name	Active

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Nov 08 2012	$0.90 = 2 page(s) @ $0.45 per page	Purchase Now
Proof of Publication	Dec 07 2012	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now
Biennial Report	Feb 27 2013	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now
Statement of Change	Mar 26 2014	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now
Biennial Report	Feb 03 2015	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now
Biennial Report	Mar 21 2017	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now
Biennial Report	Apr 02 2019	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now
Record of Determination	Apr 06 2021	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now
Biennial Report	May 24 2021	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now
Biennial Report	Mar 20 2023	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now
Statement of Change	Mar 24 2023	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now

Good Standing Documents

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Online Certificate of Good Standing with Electronic Validation

$6.50

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

Purchase Now

Certificate of Good Standing - USPS Mail Delivery

$10.00

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

Continue to Order

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NE Sec of State - Robert B. Evnen
Filing Document #: 9000942838 Pages: 1
Corporation Name: NEBRASKA BEVERAGE PARTNERS, LLC
Filing Date and Time: 05/18/2023 11:08 AM

CERTIFICATE OF ORGANIZATION
OF
NEBRASKA BEVERAGE PARTNERS, LLC

This Certificate of Organization is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Nebraska Uniform Limited Liability Company Act. The undersigned, being duly authorized to execute and file this Certificate of Organization, does hereby certify as follows:

1. The name of the limited liability company is Nebraska Beverage Partners, LLC (the "Company").

2. The street and mailing address of the Company's initial designated office in the State of Nebraska is 1116 Jackson Street, Omaha, Nebraska 68102.

3. The name and street and mailing address of the Company's initial agent for service of process at such address are: Zac Triemert, 1116 Jackson Street, Omaha, Nebraska 68102.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization this 17 day of May, 2023.

Zac Triemert, Organizer

DOCS/2974679.1

OPERATING AGREEMENT OF
NEBRASKA BEVERAGE PARTNERS, LLC

This OPERATING AGREEMENT (the "Agreement") is made and entered into as of the 26th day of May, 2023, by and between Nebraska Beverage Partners, LLC, a Nebraska limited liability company (the "Company") and Borgata Brewing and Distilling, LLC, a Nebraska limited liability company doing business as "Brickway Brewery" and "Brickway Distillery" (the "Member").

RECITALS:

WHEREAS, the Company was formed as a limited liability company under the Nebraska Uniform Limited Liability Company Act, as amended from time to time (the "Act"), by the filing of a Certificate of Organization with the Nebraska Secretary of State on (the "Certificate"); and

WHEREAS, the Company and the Member desire to enter into this Agreement to more fully set forth the rights and obligations with respect to the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Name. The name of the Company shall be "Nebraska Beverage Partners, LLC".

2. Principal Office and Mailing Address. The principal office and mailing address of the Company shall be located at such place(s) as the Manager may determine from time to time.

3. Designated Office and Registered Agent. The name and address of the Company's designated office and registered agent in the State of Nebraska shall be as stated in the Certificate. The designated office and registered agent may be changed from time to time by filing the address and the name of the new designated office and/or the new registered agent with the Nebraska Secretary of State pursuant to the Act.

4. Purpose. The purpose for which the Company has been formed shall be: (a) engaging in any lawful business permitted by the Act; and (b) doing all things necessary, convenient or incidental to the foregoing.

5. Term. The Company shall have a perpetual term beginning as of the date hereof unless sooner terminated pursuant to the further terms of this Agreement or the Act.

6. Tax Treatment of Company. The Member intends that the Company be disregarded as an entity separate from its owner for federal income tax purposes. The Company shall not elect to be classified as an association taxable as a corporation on Form 8832, Entity Classification Election, and therefore, the Company shall be treated by default as an entity disregarded as separate from its owner pursuant to Treasury Regulation Section 301.7701-3(b)(1)(ii). Further, it is intended that the Company be disregarded as an entity separate from its owner for state tax purposes, and the Company shall take such actions, if any, as necessary to cause this result.

7. Member and Percentage Interest. The name and address of, and the percentage interest owned by, the Member of the Company is as set forth on Schedule A attached hereto and made a part hereof.

8. Capital. The Member may make contributions and/or loans to the Company at such time or times, and upon such conditions, as the Manager in its discretion may determine.

9. Profits, Losses and Distributions. For each fiscal year of the Company, income and loss of the Company shall be allocated to the Member. For each fiscal year of the Company, cash and other property available for distribution (prior to liquidation) shall be distributed to the Member as determined by the Manager in its sole and absolute discretion. When the Company is liquidated or dissolved, the assets of the Company shall be distributed to the Member. Distributions from the Company to the Member shall be at the times and in the amounts determined by the Manager after payment of expenses of the Company (including without limitation, any fees and expenses) and net of any reserves for future expenses or other liabilities of the Company.

10. Management. The management of the Company shall be vested in the "Manager." The initial Manager shall be the Zac Triemert. The Manager shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including the powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Nebraska. Furthermore, except as otherwise expressly provided in this Agreement or required by a non-waivable provision of the Act or other applicable law, no person other than the Manager shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including the powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Nebraska. The Manager shall have the power to appoint officers of the Company, including a president, vice presidents, a secretary and treasurer (the "Officer" or "Officers"), to take any and all actions delegated to such Officer(s) by the Manager, in its sole discretion, in connection with the management and conduct of the business of the Company. As such, an Officer shall possess the right to enter into, execute, amend, supplement, acknowledge and deliver any and all contracts, agreements or other instruments which are approved by the Manager and as are necessary to carry out the intentions and purposes of the Company.

11. Transfers by Member. The Member may transfer, sell, assign, alienate, encumber, mortgage, pledge or otherwise dispose of all or any portion of its interest in the Company, subject to the approval of the Manager.

12. Admission of Additional Member. One or more additional persons may be admitted to the Company at the election of the Manager, with the approval of the Member, provided that this Agreement shall be amended and restated in its entirety and approved by the Member prior to any such admission.

13. Dissolution. Subject to any restrictions in agreements to which the Company is a party, the Company may be dissolved and terminated upon the election by the Manager and approval by the Member. Upon the dissolution of the Company, the affairs of the Company shall be promptly liquidated by discharging all debts and liabilities of the Company, establishing reserves, and distributing all remaining assets to the Member. Notwithstanding anything to the contrary in the Act, including but not limited to Section 21-130(c)(4) of the Act, upon the death of the Member, the legal representative of the Member shall automatically become a Member

solely for the purpose of designating a person to become a member to avoid dissolution under the Act.

14. Indemnification. No Member, Manager or Officer shall have any liability for the obligations or liabilities of the Company. The Member, Manager and any Officer shall be indemnified by the Company to the fullest extent provided by law.

15. Amendment. This Agreement may be amended from time to time by the Member, provided that all such amendments shall be in writing.

16. Governing Law. This Agreement shall be governed by, and construed under, the substantive laws of the State of Nebraska, without regard to choice of law principles.

17. Benefit. This Agreement shall inure to the benefit of the Member only, and no third parties (including creditors of the Company) are entitled to enforce the provisions hereof other than those entitled to indemnification hereunder.

18. Entire Agreement. Each and every other agreement or understanding, oral or written, relating in any way to the formation or operation of the Company is hereby superseded in its entirety. From and after the execution of this Agreement, the same shall constitute the only operating agreement of the Company except as the same may hereafter be amended pursuant to the provision hereof. This Agreement, together with all Exhibits attached hereto, represent the entire agreement and understanding of the parties hereto concerning the Company, and all prior or concurrent agreements, understandings, representations and warranties in regard to the subject matter hereof are and have been merged herein. An email of a portable document format (PDF) or similar electronic reproduction of a writing executed by a party shall be treated as an execution in writing.

[*Remainder of this page intentionally blank.*]

IN WITNESS WHEREOF, the undersigned hereby agrees, acknowledges and certifies that the foregoing Agreement constitutes the Operating Agreement of Nebraska Beverage Partners, LLC adopted by the Company and the Member as of the date first set forth above.

COMPANY:

Nebraska Beverage Partners, LLC

By: _____
Zac Triemert, Manager

MEMBER:

Borgata Brewing and Distilling, LLC

By: _____
Zac Triemert, Manager

Schedule A

Name and Address of Member	**Percentage Interest**
Borgata Brewing and Distilling, LLC 1116 Jackson Street Omaha, NE 68102	100%

DocuSign Envelope ID: 3C72007F-9412-4BD5-B3D7-2FD4BAFD6039

AMENDED AND RESTATED CERTIFICATE OF ORGANIZATION OF BORGATA BREWING AND DISTILLING, LLC

The undersigned, desiring to amend and restate the existing Certificate of Organization of Borgata Brewing and Distilling, LLC, a Nebraska limited liability company (the "Company"), filed with the Nebraska Secretary of State on November 8, 2012, does hereby certify, for the purpose of amending and restating the Company's Certificate of Organization in its entirety, as follows:

1. The name of the limited liability company is Borgata Brewing and Distilling, LLC (the "Company").

2. The street and mailing address of the Company's designated office in the State of Nebraska is 1116 Jackson Street, Omaha, Nebraska 68102.

3. The name and street and mailing address of the Company's initial agent for service of process at such address is: Zac Triemert, 1116 Jackson Street, Omaha, Nebraska 68102.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Organization this 15th day of June, 2023.

Borgata Brewing and Distilling, LLC

DocuSigned by:

By: Zac Triemert

Zachary Triemert, Managing Member

Ownership of Borgata Brewing and Distilling, LLC DBA "Brickway Brewery" and "Brickway Distillery":

Name of Member	Percentage Interest	Units
Brett Frevert	4.00%	400
Paul Jeffrey	1.24%	124
Don Kluthe	1.00%	100
Trey Mytty	2.00%	200
Frank Alter	1.00%	100
Dr. Dave Gannon	21.00%	2,100
Dr. Andy Robertson	15.00%	1,500
Scott Katskee	3.00%	300
Zachary Triemert	51.76%	5,176
TOTAL:	**100.00%**	**10,000**

Nebraska Beverage Partners, LLC is the "Buyer" under the Asset Purchase Agreement and is a wholly owned subsidiary of Borgata Brewing and Distilling, LLC. The beneficial interest of Borgata Brewing and Distilling, LLC and Nebraska Beverage Partners, LLC is, therefore, exactly the same.

MANAGER APPLICATION
FORM 103

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

License Class:_____

License Number:

MANAGER MUST:

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

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

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

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Nebraska Beverage Partners, LLC

PREMISES INFORMATION

Premises Trade Name/DBA: Brickway Satellite Location

Premises Street Address: 11941 Centennial Rd Ste 1

City: La Vista County: Sarpy Zip Code: 68128

Premises Phone Number: 402-213-5903

Premises Email address: zac@drinkbrickway.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

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

MANAGER INFORMATION

Last Name: Triemert First Name: Zac MI:

Home Address: 700 N. 40th Street

City: Omaha County: Douglas Zip Code: 68131

Home Phone Number: 402-213-5903

Driver's License Number: [redacted]

Social Security Number: [redacted]

Date of Birth: [redacted] Place of Birth: Shakopee, MN

Email address: zac@drinkbrickway.com

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

☒ YES ☐ NO

Spouse's information

Spouses Last Name: Jessen First Name: Jennifer MI: L

Social Security Number: [redacted]

Driver's License Number: [redacted]

Date of Birth: [redacted] Place of Birth: Wan

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT **SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, Nebraska	2010	present			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2013	present	Brickway	self	402-213-5903
	2013	Lucky Bucket		

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**
Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Jerome L. Trieme	12/1997	Otter Tail Co MN	DUI	15

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

■ YES ☐ NO

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

_____

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

■ YES ☐ NO

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Zac Triemert		will update prior to license issuance

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Owner	2013- present	Brickway 1116 Jackson Street Omaha, Nebraska 68102

5. Have you enclosed Form 147 regarding fingerprints?

■YES ☐NO

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

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

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

Must be signed by applicant and spouse.

Signature of **APPLICANT**

J. ZACTREMERT

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Jennifer Jessen

Printed Name of **SPOUSE**

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

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

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

X YES _____ NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
JEROME Z. TRIEMERT	12/1997	OTTERTAIL CO. MN	DUI	YES

Certification by Corporate Officer

Under penalty of perjury, I hereby certify that each member is the real party in interest with respect to his/her position and is not acting directly or indirectly as agent, employee or representative of any other person not reported. The undersigned certifies on behalf of the LLC that it is understood that a misrepresentation of fact is cause for rejection of this application or suspension, cancellation or revocation of any license issued.

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

J. ZAC TRIEMERT — PRESIDENT

Print Name — Title

Signature — 6/15/2023

Date

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

Office Use

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

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

Signature of **NON-PARTICIPATING SPOUSE**

Jenny Jessen

Print Name (Jennifer)

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

this 6/15/2023 (date)

by Jenny Jessen

Name of person acknowledged (Individual signing document)

Notary Public Signature

GENERAL NOTARY - State of Nebraska
RODNEY A FLINT
My Comm. Exp. December 16, 2026

Signature of **APPLICANT**

Zac Triemert

Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

this 15th June 2023 (date)

by Zac Triemert

Name of person acknowledged (Individual signing document)

Notary Public Signature

GENERAL NOTARY - State of Nebraska
STACIE PANNELL
My Comm. Exp. September 15, 2025

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

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

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

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

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

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

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

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

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

Trade Name Brickway Brewing & Distilling Satellite Location

Name of Person Being Fingerprinted: Zac Triemert
Date of Birth: [redacted] Last 4 SSN: [redacted]
Date fingerprints were taken: Current licensee
Location where fingerprints were taken: Downtown Omaha Police Station
How was payment made to NSP?
☐NSP PAYPORT ☑CASH ☐CHECK SENT TO NSP CK # _____
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

CHAR-DEB PROPERTIES LLC

Business Property Lease

THIS LEASE is entered into this 1 day of **June** **, 2023**, between **Char-Deb Properties, L.L.C.**, Landlord, and **Nebraska Beverage Partners** LLC , Tenant.

PREMISES

1. Landlord leases to Tenant at **11941 Centennial Road Suite #1,2,3 , La Vista, Nebraska 68128** (the "Premises"), containing approximately **18,374** square feet of area and as depicted on attached Exhibits "A"& "A-1", on the following terms and conditions.

TERM

2. This lease shall be for a term of **60 months**, beginning on the **first** day of June **, 2023**, and ending on the **31** day of May 2027 , unless terminated earlier as provided in this Lease. Should the commencement date be delayed then the expiration date shall be adjusted correspondingly. Within 30 days after the commencement date, Landlord and Tenant shall execute a commencement date agreement, which shall clarify the commencement and expiration dates. The commencement date shall not occur earlier than and should Landlord not be able to deliver the premise by then Tenant shall have the right but not the obligation to cancel this lease. Any partial months of the term shall be prorated.

USE OF PREMISES

3. The Premises are leased to Tenant, and are to be used by Tenant, for the purpose of **storage, distribution, and ancillary office use, and any other uses allowed within the existing zoning** and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

RENT

4.(a) **Base Rent.** The total Base Rent under this Lease is **$575,106.14** Dollars. Tenant agrees to pay rent to Landlord at **19791 Cougar Avenue, Honey Creek, IA 51542**, or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows::

Square Footage:	18,374			
5 year lease:				
	Months	Base PSF	Monthly	Total
Months 1 - 12	12	$ 6.02	$ 9,217.62	$ 110,611.48
Moths 13 - 24	12	$ 6.14	$ 9,401.36	$ 112,816.30
Months 25 - 36	12	$ 6.26	$ 9,585.10	$ 115,021.24
Months 37-48	12	$ 6.38	$ 9,768.84	$ 117,226.12
Months 49-60	12	$ 6.50	$ 9,952.58	$ 119,431.00
				$ 575,106.14

(b) **Operating Expenses.** In addition to the Base Rent, Tenant shall pay it's pro rata share of operating expenses of the real estate of which the Premises are part, parking areas, and grounds ("Real Estate"). "Operating expenses" shall mean all costs of maintaining and operating the Real Estate, including but not limited to all taxes and special assessments levied upon the Real Estate, fixtures, and personal property used by Landlord at the Real

Estate, all insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Real Estate, including but not limited to line painting, lighting, snow removal, landscaping, cleaning, , and professional outside management company costs, (not to exceed 5% of the gross rental income of the center), including building superintendents. Operating Expenses shall not include property additions and capital improvements to the real estate, alterations made for specific tenants, depreciation of the Real Estate, debt service on long-term debt or income taxes paid by Landlord.

"Tenant's pro rata share" shall mean the percentage determined by dividing the square feet of the Premises as shown in Paragraph 1, by the square feet of building area of the Real Estate, as defined by the American National Standard published by Building Owners and Managers Associations which at the date hereof is agreed to be **36,682** square feet, or **50 %**.

Tenant's pro rata share of the Operating Expenses shall be determined on an annual basis for each calendar year ending on December 31 and shall be pro rated for the number of months Tenant occupied the Premises if Tenant did not occupy the Premises the full year. Due to property tax valuation in 2023 for land only, the Operating Expense for the balance of 2023 is estimated at **$ 3,827.92** Dollars per month **($2.50. per square foot annually)** on the first of each month in advance with rent for Tenant's estimated pro rata share of the Operating Expenses. Landlord may reasonably change this amount at any time upon written notice to Tenant. At the end of each year, a detailed analysis of the total year's Operating Expenses shall be presented to Tenant and Tenant shall pay the amount, if any, by which the Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the Operating Expenses paid by Tenant. Tenant shall pay any such excess charge to the Landlord within thirty (30) days after receiving the statement. In the event this Lease terminates at any time other than the last day of the year the excess Operating Expenses shall be determined as of the date of termination. Upon termination of this Lease, any overpayment of Operating Expenses by Tenant shall be applied to the amounts due Landlord from Tenant under this Lease and any remaining overpayment shall be refunded to Tenant. Tenant may have the right to audit expenses.

(c). **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(d) **Late Charge.** If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the tenth day after such payments are due, Tenant agrees to pay Landlord a late charge of **10% of the base rental amount** for each month the payment is late.

(e). **Security Deposit.** As partial consideration for the execution of the Lease, the Tenant has delivered to Landlord the sum of **$ 00.00** as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

SERVICES

5. Tenant shall pay when due, all water, gas, electricity, sewer use fees, incurred at or chargeable to the Premises beginning with the commencement date of this Lease.

ASSIGNMENT OR SUBLEASE

6. Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider the following in determining whether to withhold consent: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises.

Landlord shall have the right to assign its interest under this Lease or the rent reserved hereunder. Landlord's consent shall not be unreasonably withheld or delayed.

TENANT'S IMPROVEMENTS

7. Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Any new Tenant improvements done by Landlord will include a one-year warranty for material and labor. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

REPAIRS

8. Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the Premises.

Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alteration, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate.

CONDITION OF PREMISES

9. Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. A walk thru will be made before taking possession of the Premises, Tenant will acknowledge that the Premises were in good and satisfactory condition when possession was taken, except for punch list items, which will be noted. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear and Landlord approved alterations excepted.

PERSONAL PROPERTY AT RISK OF TENANT

10. All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by steam, electricity sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

LANDLORD'S RESERVED RIGHTS

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

(a) Change the name or street address of the Real Estate.

(b) Install and maintain signs on the Real Estate.

(c) Have access to all mail chutes according to the rules of the United States Post Office Department.

(d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent building, land, street or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so; provided that Landlord shall not interfere with Tenant's business operations.

(e) Show the Premises to prospective tenants at reasonable times, during the last six (6) months of the Lease.

(f) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.

(g) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.

INSURANCE

12.1 Insurance Policies. Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other party may, but shall not be required to, procure and maintain the same.

12.2 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lesser each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lesser or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

12.3 Property Insurance – Building, Improvements and Rental Value.

(a) Building and Improvements. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-Lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations. Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 12.4. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirement requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of labor consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $1,000 per occurrence.

(b) Adjacent Premises. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the premises.

(c.) Lessee's Improvements. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

12.4 Lessee's Property; Business Interruption Insurance.

(a) Property Damage. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property. Trade Fixtures and Lessee Owned Alterations and Utility installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) Business Interruption. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c.) No Representation of Adequate Coverage. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

INDEMNITY

13.1 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master of ground Lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonable satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

13.2 Exemption of Lesser from Liability. Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor nor from the failure of Lessor to enforce the provisions of any other lease in the Project. Notwithstanding Lessor's negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or for any loss of income or profit therefrom.

ENVIRONMENTAL REGULATIONS AND INDEMNIFICATION

14. Notwithstanding any other provision of this Lease, Tenant shall comply with all laws, statues, ordinances, rules, regulations or orders of any governmental authority, regarding any handling, transportation, storage, treatment or use of hazardous or toxic substances. Tenant, at its own cost and expense, shall immediately repair any damage and restore the Premises and the Real Estate to its condition existing prior to any leak, spill, release, emission or disposal of hazardous or toxic substance, which tenant has caused or which is as a result of Tenant.

Tenant hereby agrees to defend, indemnify and hold harmless Landlord and its officers, employees and agents from all claims, costs, damages, demands, expenses, fines, judgments, liabilities and losses (including reasonable attorney's fees, paralegal fees, expert witness and consultant fees, and other costs of defense) which arise during or after the term of this Lease from or in connection with the presence or suspected presence of toxic or hazardous substances in the soil, groundwater or soil vapor on or under the Premises or the Real Estate, or Tenants breach of this paragraph, provided the presence of such toxic or hazardous substances are present as a result of the negligence, willful misconduct, acts or due to failure to take an action by the Tenant, its officers, employees or agents.

LIABILITY INSURANCE

15. Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of insurance in a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such comprehensive insurance shall protect and name the Tenant as the Insured and Landlord as an additional insured and providing coverage of at least **$2,000,000.00** for injuries to any one person, **$2,000,000.00** for injuries to persons in any one accident and **$2,000,000.00** for damage to property, made by or on behalf of any person or persons, firm or corporation arising from, related to , or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of sidewalks and other Common Areas by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

DAMAGE OR DESTRUCTION

16.1 Definitions

(a) "Premises Partial Damage" shall mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the fair market value of the Premises immediately prior to such damage or destruction. "Premises Building Partial Damage" shall herein mean damage or destruction to the building of which the Premises are a part to the extent that the cost of repair is less than 50% of the fair market value of such building as a whole immediately prior to such damage or destruction.

(b) "Premises Total Destruction" shall mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the fair market value of the Premises immediately prior to such damage or destruction. "Premises Building Total Destruction" shall herein mean damage or destruction to the building of which the Premises are a part to the extent that the cost of repair is 50% or more of the fair market value of such building as a whole immediately prior to such damage or destruction.

(c.) "Insured Loss" shall mean damage or destruction which was caused by an event required to be covered by the insurance described in paragraph 12.

16.2 Partial Damage – Insured Loss. Subject to the provisions of paragraphs 16.4, 16.5 and 16.6, if at any time during the term of this lease there is damage which is an Insured Loss and which falls into the classification of Premises Partial Damage or Premises Building Partial Damage, then Lessor, at Lessor's sole cost, repair such damage, but not Lessee's fixtures, equipment or tenant improvements, as soon as reasonably possible and this Lease shall continue in full force and effect.

16.3 Partial Damage – Uninsured Loss. Subject to the provisions of Paragraphs 16.4, 16.5 and 16.6, if at any time during the term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Premises Partial Damage or Premises Building Partial Damage, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may at Lessor's option either (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of the occurrence of such damage of Lessor's intention to cancel and terminate this Lease, as of the date of the occurrence of such damage. In the event Lessor elects to give such notice of Lessor's intention to cancel and terminate this Lease, Lessee shall have the right within ten (10) days after the receipt of such notice to give written notice to Lessor or Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Lessor, in which event this Lease shall continue in full force and effect, and Lessee shall proceed to make such

repairs as soon as reasonably possible. If Lessee does not give such notice within such 10-day period this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

16.4 Total Destruction. If at any time during the term of this Lease there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Premises Total Destruction or Premises Building total Destruction, this Lease shall automatically terminate as of the date of such total destruction.

16.5 Damage Near End of Term.

(a) If at any time during the last six months of this Lease there is damage, whether or not an Insured Loss, which falls within the classification of Premises Partial Damage, Lessor may at Lessor's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Lessee of Lessor's election to do so and within 30 days after the date of occurrence of such damage.

(b) Notwithstanding paragraph 16.5 (a), in the event that Lessee has an option to extend or renew this Lease, and the time within which said option may be exercised has not yet expired, Lessee shall exercise such option, if it is to be exercised at all, no later than 20 days after the occurrence of an insured Loss falling within the classification of Premises Partial Damage during the last six months of the term of this Lease. If Lessee duly exercises such option during said 20 day period, Lessor shall, at Lessor's expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option during said 20 day period, Lessor shall, at Lessor's expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option during said 20 day period, then Lessor may at Lessor's option terminate and cancel this Lease as of the expiration of said 20 day period by giving written notice to Lessee of Lessor's election to do so within 10 days after the expiration of said 20 day period, notwithstanding any term or provision in the grant of option to the contrary.

16.6 Abatement of Rent; Lessee's Remedies

(a) In the event of damage described in paragraphs 16.2 or 16.3, and Lessor or Lessee repairs or restores the Premises pursuant to the provisions of this Paragraph 16, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired. Except for abatement of rent, if any, Lessee shall have no claim against Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If Lessor shall be obligated to repair or restore the Premises under the provisions of this Paragraph 16 and shall not commence such repair or restoration within 90 days after such obligations shall accrue, Lessee may at Lessee's option cancel and terminate this Lease by giving Lessor written notice of Lessee's election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

16.7 Termination – Advance Payments. Upon termination of this Lease pursuant to this Paragraph 16, an equitable adjustment shall be made concerning advance rent and any advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's security deposit as has not theretofore been applied by Lessor.

16.8 Waiver. Lessor and Lessee waive the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

CONDEMNATION

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

DEFAULT OR BREACH

18. Each of the following events shall constitute a default or a breach of this Lease by Tenant:

(a) If Tenant fails to pay Landlord any rent or other payments when due hereunder;

(b) If Tenant vacates or abandons the Premises and does not continue to pay rent;

(c). If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;

(d) If involuntary proceeding under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or

(e) If Tenant fails to perform or comply with any other term or condition of this Lease and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

EFFECT OF DEFAULT

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

(a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term, as though the Lease had not been terminated, and the reasonable rental value of the Premises, which sum shall be immediately due Landlord from Tenant.

(c). Landlord may relet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

SURRENDER-HOLDING OVER

20. Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenants shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be 2 times the monthly rent specified in the lease immediately before termination.

SUBORDINATION AND ATTORNMENT

21.1 Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

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

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

21.2 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

NOTICES

22. Any notice given hereunder shall be given in writing and sent by registered or certified mail or by overnight courier delivery service to Landlord at **Char-Deb Properties, L.L.C., 19791 Cougar Avenue, Honey Creek, IA 51542** and to Tenant at or at such other address as **either** party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or three business days after being deposited in the United States mail in the manner prescribed herein.

RULES AND REGULATIONS

23. Tenant and Tenant's agents, employees and invitees shall fully comply with all rules and regulations of the Real Estate, as a amended form time to time, which are made a part of this Lease.

(a) The Landlord shall have the right to make such other and further reasonable rules and regulations as, in the judgment of the Landlord, may from time to time be needed for the safety, care and cleanliness and general appearance of the Premises and for the preservation of good order therein.

(b) The entrance shall be under the exclusive control of the Landlord and shall not be obstructed, or used by the Tenant for any other purpose than ingress and egress to and from the Premises; and the Landlord shall have the right to control ingress and egress to and from the Building at all times.

(c). The Tenant, shall not place nor permit to be placed any signs, or building signs, advertisements or notices in or upon any part of the Building, and shall not place merchandise or show-cases in front of the Building, without the Landlord's written consent, which shall not be unreasonably withheld

(d) The Tenant shall not put up nor operate any engine, boiler, dynamo, or machinery of any kind, nor carry on any mechanical business in said Premises nor place any explosive therein, nor use any kerosene or oils or burning fluids in the Premises without first obtaining the written consent of the Landlord.

(e) If the Tenant desires telegraphic or telephonic connections, the Landlord will direct the electricians as to where and how the wires are to be introduced, and without such written directions no boring or cutting for wires will be permitted.

(f) The Landlord shall have the right to elude or eject from the Building, animals of every kind, bicycles, or any other wheeled vehicle, and all canvassers and other persons who conduct themselves in such a manner as to be, in the judgment of the Landlord, an annoyance to the tenants or a detriment to the Building.

(g) Upon termination of this lease the Tenant shall surrender all keys of said Premises and of the Building, and shall give to the Landlord the combination of all locks on any vaults and safes.

NET LEASE

24. This is a net-net-net Lease and the parties agree and understand that Tenant shall pay Tenant's proportionate share of the real estate taxes, special assessments, insurance and all other Operating Expenses as described in subparagraph 4.b of this Lease.

MISCELLANEOUS

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

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

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

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

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

(f) **Brokers.** The brokers involved in this transaction are~~, David Maenner, CB Richard Ellis Real Estate Company as Agent for Landlord, and~~ _____, **as Agent for Tenant.**

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

OTHER PROVISIONS

26. **Landlord Improvements at Landlords cost:**

a) **Install a fire rated demising wall on the East side of Premises;**
b) **Provide 2 ADA handicap restrooms to local code in a location selected by Tenant within reasonable distance from the main sewer trunk line;**

Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease of Tenant to Landlord.

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

Char-Deb Properties, L.L.C.
Landlord

Witness — By

Witness — By

Nebraska Beverage Partners LLC
Tenant

Witness — By

Witness — By

PERSONAL GUARANTEE

The undersigned hereby unconditionally guarantee unto the Landlord the payment of the rent and the performance of all of the covenants under the Lease by the Tenant and hereby waive notice of any default under the Lease and agree that this liability shall not be released or affected by an extension of time for payment or by any forbearance by the Landlord.

Dated this 14 Day of JUNE ~~2006~~ 2023

By: ZAC TRIEMERT
Name

1116 JACKSON ST
Street Address

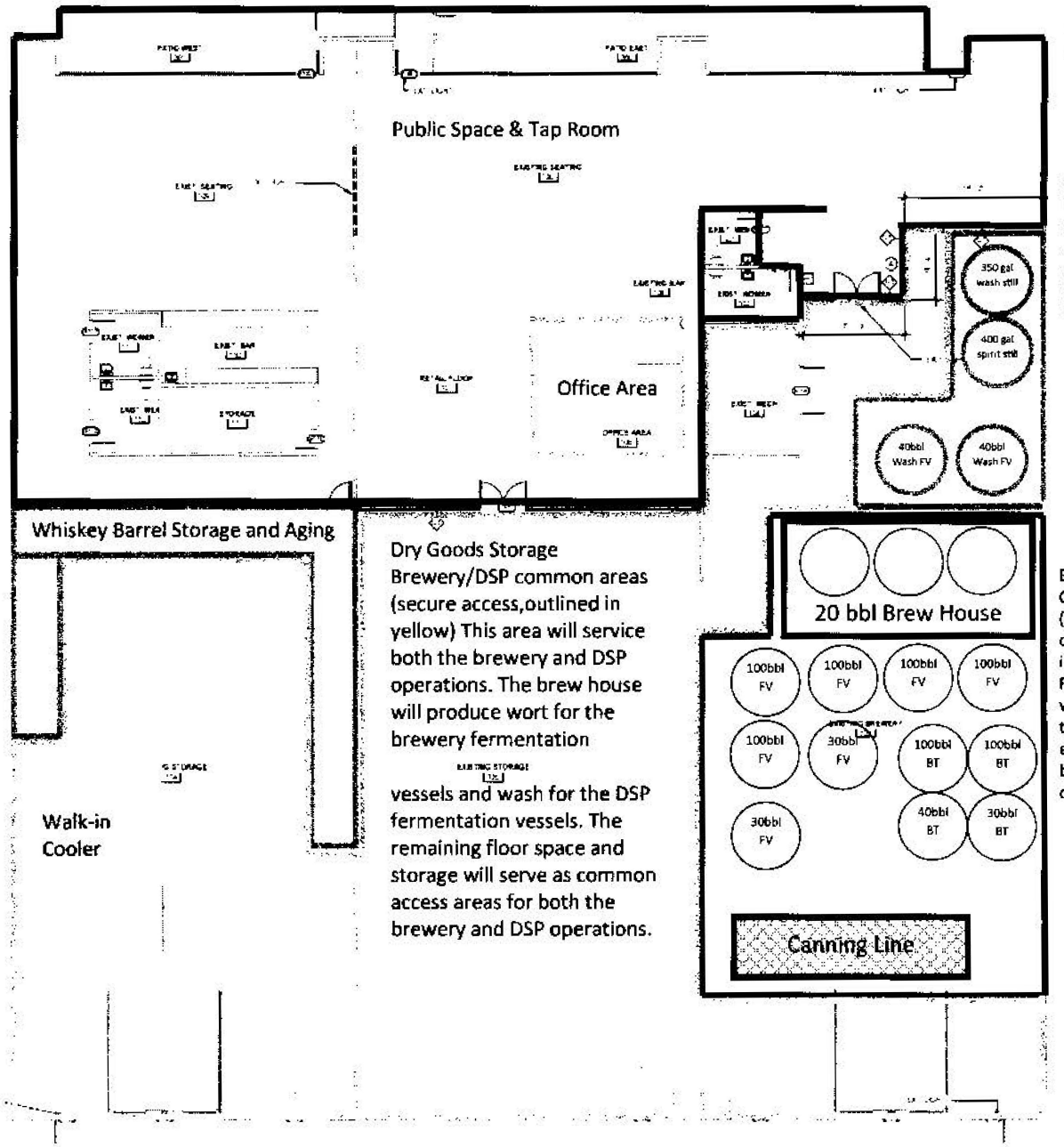
OMAHA NE 68102
City State Zip

By:
Name

Street Address

City State Zip

Tasting room – (public access, outlined in green) Tax-paid product will be sold here, subject to State of Nebraska Liquor Control Commission and local municipal regulations. Included are bathrooms and retail space. Access points from the public areas to the brewery and distillery will be locked during retail business hours. The tasting room, patio, and public areas are common to the brewery and DSP license.



DSP Operations – (secure access, outlined in blue) Non-tax determined product will be produced using wash from the brew house and fermented in separate fermentation vessels exclusive to the DSP operation.

Brewery Operations – (secure access, outlined in red) Fermentation vessels and brite tanks exclusive to the brewery operation.

BUSINESS PLAN

Applicant: Nebraska Beverage Partners, LLC., a Nebraska limited liability company (the "Company").

Premises Name: Brickway Brewing & Distilling Co - Satellite Location

Premises Location: 11941 Centennial Road La Vista, Nebraska 68128

Goals and Objectives for the Premises:
The Company will operate as a brewery, distillery, and tasting room with food options.

Business Sector:
The Company currently operates in the brewery and distillery industries

Established Record:
The Company has a years-long record of NLCC-compliance under the current license for Brickway's downtown Omaha location, and has continuity of management with Zac Triemert, who has operated a brewery and distillery for over 10 years.

Staffing
The Company will continue to utilize properly trained employees for its brewing, distilling, and on and off sale alcohol at the Premises.

Wholesalers
Quality Brands; others licensed in Nebraska as needed

ASSIGNMENT AND ASSUMPTION OF ASSET PURCHASE AGREEMENT

This Assignment and Assumption of Asset Purchase Agreement (the "**Agreement**") effective as of this 7 day of June, 2023 (the "**Effective Date**") is by and between Borgata Brewing and Distilling, LLC, a Nebraska limited liability company doing business as "Brickway Brewery" and "Brickway Distillery" ("**Assignor**") and Nebraska Beverage Partners, LLC, a Nebraska limited liability company and wholly owned subsidiary of Assignor ("**Assignee**")

WHEREAS, Assignor, Quaff Partners, LLC, a Nebraska limited liability company ("**Quaff Partners**"), Quaff, LLC, a Nebraska limited liability company ("**Quaff**"), Lucky Bucket Brewing, LLC, a Nebraska limited liability company ("**Lucky Bucket**"), Cut Spike Distillery, LLC, a Nebraska limited liability company ("**Cut Spike**" and together with Quaff Partners, Quaff, and Lucky Bucket, "**Assignor Companies**"), and certain "**Owners**" of Assignor Companies have entered into a certain Asset Purchase Agreement dated as of May 9, 2023 (the "**Purchase Agreement**") pursuant to which, among other things, Assignor has agreed to purchase substantially all of the assets of the "Business" (as such term is defined in the Purchase Agreement) from Assignor Companies; and

WHEREAS, Section 9.6 of the Purchase Agreement permits Assignor to assign its rights and obligations under the Purchase Agreement to Assignee without the prior written consent of Seller Companies or Owners; and

WHEREAS, Assignor desires to assign all of Assignor's rights and obligations under the Purchase Agreement to Assignee, and Assignee desire to accept and assume the same from Assignor, pursuant to the terms of this Agreement

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions**. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement

2. **Assignment and Assumption**. Assignor hereby assigns, grants, conveys, and transfers to Assignee all of Assignor's right, title, and interest in and to the Purchase Agreement. Assignee hereby accepts such assignment and assumes all of Assignor's duties and obligations under the Purchase Agreement. In accordance with Section 9.6 of the Purchase Agreement, the assignment pursuant to this Agreement shall not relieve Assignor of any of its obligations under the Purchase Agreement

3. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction)

4. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement

[Signature page follows.]

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the date first above written

ASSIGNOR:

Borgata Brewing and Distilling, LLC

By _____
Zac Triemert, Manager

ASSIGNEE:

Nebraska Beverage Partners, LLC

By _____
Zac Triemert, Manager

ACKNOWLEDGEMENT

By signing below the undersigned acknowledges and agrees to this Agreement and the assignment of the Purchase Agreement pursuant to this Agreement

Quaff Partners, LLC
Quaff, LLC
Lucky Bucket Brewing, LLC
Cut Spike Distillery, LLC

By _____
Name: Jason Payne
Their: Authorized Representative

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of the 9th day of May, 2023, is entered into between Quaff Partners, LLC, a Nebraska limited liability company ("**Quaff Partners**"), Quaff, LLC, a Nebraska limited liability company ("**Quaff**"), Lucky Bucket Brewing, LLC, a Nebraska limited liability company ("**Lucky Bucket**"), and Cut Spike Distillery, LLC, a Nebraska limited liability company ("**Cut Spike**" and together with Quaff Partners, Quaff, and Lucky Bucket, "**Seller Companies**" and each a "**Seller Company**"); Jeff Carstens, Scott Katskee, Jason Payne, and Chuck Tomek (each an "**Owner**" and collectively, "**Owners**"); and Borgata Brewing and Distilling, LLC, a Nebraska limited liability company doing business as "Brickway Brewery" and "Brickway Distillery", or its permitted assignee ("**Buyer**"). Capitalized terms used in this Agreement have the meanings given to such terms herein.

RECITALS

WHEREAS, Seller Companies are engaged in the brewery and distillery business known as Lucky Bucket Brewing Co. and Cut Spike Distillery (the "**Business**"), with Seller Companies' principal place of business located at 11941 Centennial Rd, La Vista, Nebraska 68128 (the "**Business Location**");

WHEREAS, prior to the Closing (defined below), Buyer intends to assign its rights and obligations under this Agreement to an entity to be formed by Buyer (or its manager Zac Triemert) for the purposes of entering into the transactions contemplated by this Agreement ("**Buyer Assignee**");

WHEREAS, Buyer Assignee's ownership may include, among others, Scott Katskee, who is an Owner of Seller Companies, which ownership (if any) shall be memorialized in separate written agreement(s) between Buyer Assignee, Scott Katskee, and/or any other owner of Buyer Assignee; and

WHEREAS, Seller Companies wish to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller Companies, substantially all the assets of the Business for Buyer's use, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
PURCHASE AND SALE

1.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller Companies shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase from Seller Companies, all rights, property and assets of every kind, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent or otherwise, of Seller Companies that are owned, held or used by Seller Companies in connection with the Business, wherever located and whether or not reflected in its books and records, other than the Excluded Assets (as defined below) (collectively, the "**Purchased Assets**"). The Purchased Assets shall include, without limitation, the following:

(a) all machinery, fixtures, improvements, equipment, computer hardware, phone systems, point-of-sale systems, furniture, furnishings, artwork, and other tangible personal property owned by Seller Companies and used in connection with the Business or located at the Business Location (collectively, the "**Tangible Personal Property**"), including, without limitation, those items listed on Schedule 1.1(a);

(b) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories ("**Inventory**"), including, without limitation, the Inventory set forth on Schedule 1.1(b);

(c) subject to Section 5.8, all distributor, supplier, service, maintenance, management and other contracts and agreements related to the operation and management of the Business, to the extent listed on Schedule 1.1(c), as well as any rights arising under or related to such contracts and agreements (the "**Assigned Contracts**");

(d) all accounts receivable and other rights to payment from customers of the Business, and the full benefit of all security for such accounts or rights to payment, and any claim, remedy or other right related to any of the foregoing (the "**Accounts Receivable**");

(e) all copies of financial and accounting records relating to the Purchased Assets, computer software and documents, books, asset ledgers, payroll records, supplier lists, vendor lists, customer lists, mailing lists, advertising materials, copies of customer and client records, equipment logs, operating guides and manuals, drawings, electronic art, database information, program and process documentation, and other business records owned by Seller Companies and related to the Business (the "**Business Records**");

(f) all transferable or assignable certificates of occupancy, use permits, use permit applications, building or equipment permits, consents, authorizations, variances, waivers, licenses, permits, certificates and approvals from any governmental authority with respect to the Business;

(g) all intangible rights and property of Seller Companies related to the Business, including but not limited to websites, links, domain name registrations, social media, online advertising accounts, telephone numbers, facsimile numbers, and email accounts (the "**Intangible Property**");

(h) all of Seller Companies' right, title and interest in and to the intellectual property rights used in or related to the Business or the Purchased Assets, including, without limitation, (i) all trade names, trademarks, service marks and associated logos, whether registered or under common law; (ii) with regard to trademarks registered with the U.S. Patent and Trademark Office that are "inactive" or "dead," all remaining federal rights relating thereto and any and all underlying common law rights; and (iii) the intellectual property rights listed on Schedule 1.1(h) (the "**Intellectual Property**");

(i) all of Seller Companies' rights under warranties, indemnities, and all similar rights against third parties to the extent related to any Purchased Assets;

(j) all prepaid expenses and all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets, or the Assumed Liabilities; and

(k) all goodwill and the going concern value of the Purchased Assets and the Business.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the following assets (collectively, the "**Excluded Assets**"), are not part of the sale and purchase contemplated hereunder, are excluded from the Purchased Assets and shall remain the property of Seller Companies after the Closing:

(a) all distributor, supplier, service, maintenance, management and other contracts and agreements related to the operation and management of the Business not listed on Schedule 1.1(c);

(b) all cash, cash equivalents, bank deposits, and short-term investments;

(c) minute books and any other records relating to the organization of Seller Companies;

(d) books and records that Seller Companies are required to retain pursuant to any applicable law including without limitation all personnel records;

(e) tax refund claims, including any cash refund for the employee retention tax credit set forth in Section 2301 of the Coronavirus Aid, Relief, and Economic Security Act, as amended (the "**CARES Act**") and applied for prior to the Closing, and all tax records and returns;

(f) all claims by Seller Companies with respect to the Excluded Assets and the Retained Liabilities (as defined below) and all defenses, rights of set off and counterclaims arising out of or relating to any of the Retained Liabilities;

(g) all insurance policies maintained by any Seller Company and any rights thereunder;

(h) any liquor permits or authorizations not transferable or assignable by Seller; and

(i) all items listed on Schedule 1.2(g), attached hereto and incorporated herein by this reference.

1.3 Liabilities. Buyer will not assume any liabilities, obligations, or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise ("**Liabilities**") of the Business or Purchased Assets ("**Retained Liabilities**"), other than Liabilities arising out of or related to (a) trade payables of Seller Companies in connection with the Business that remain unpaid as of the Closing Date; (b) the Assigned Contracts; or (c) Buyer's ownership or operation of the Business and the Purchased Assets after the Closing Date ("**Assumed Liabilities**").

1.4 Purchase Price. The aggregate purchase price for the Purchased Assets shall be equal to Three Hundred Twenty Five Thousand Dollars ($325,000.00) (the "**Purchase Price**"). Buyer shall pay the Purchase Price in immediately available funds at the Closing (defined below) to an account designated by Seller Companies.

1.5 Allocation. The Purchase Price shall be allocated among the Purchased Assets in accordance Schedule 1.5 attached hereto. Buyer and Seller Companies shall file all returns, declarations, reports, information returns and statements and other documents relating to taxes (including amended returns and claims for refund) in a manner consistent with the allocation shown in such Schedule.

1.6 Third Party Consents. To the extent that Seller Companies' rights under any Purchased Asset may not be assigned to Buyer without the consent of another natural person, proprietorship, partnership, corporation, limited liability company, organization, firm, business, joint venture, association, trust, or any other entity ("**Person**") that has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller Companies, at its expense, shall use commercially reasonable efforts prior to Closing to obtain any such required consent(s). If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, then Seller Companies, in their sole and absolute discretion, may agree to act after the Closing as Buyer's agent in order to obtain for Buyer the benefits thereunder to the maximum extent permitted by applicable law; provided, that, as a condition to Seller Companies agreeing to act as Buyer's agent, Buyer shall indemnify Seller Companies for any liability or obligation arising out of or resulting from Seller Companies acting as Buyer's agent or any other reasonable arrangement designed to provide such benefits to Buyer.

ARTICLE II
CLOSING

2.1 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place remotely by exchange of documents and signatures (or their electronic counterparts) on June 15, 2023, or at such other time or place or in such other manner as Seller Companies and Buyer may mutually agree upon in writing (the "**Closing Date**").

2.2 Seller Companies' Closing Deliverables. At the Closing, Seller Companies shall deliver to Buyer the following:

(a) a bill of sale in a form mutually agreed upon by the parties (the "**Bill of Sale**") and duly executed by Seller Companies, transferring the Purchased Assets, including Tangible Personal Property and Inventory, to Buyer;

(b) an assignment and assumption agreement in a form mutually agreed upon by the parties (the "**Assignment and Assumption Agreement**") and duly executed by Seller Companies, effecting the assignment to and assumption by Buyer of the Assigned Contracts and the Intangible Property;

(c) an intellectual property assignment agreement in a form mutually agreed upon by the parties (the "**IP Assignment Agreement**") and duly executed by Seller Companies, effecting the assignment of the Intellectual Property to Buyer;

(d) evidence of complete satisfaction of Seller Companies' SBA and/or Core Bank loan(s) and evidence of termination of all liens and encumbrances on the Purchased Assets, in form and substance reasonably satisfactory to Buyer;

(e) third-party consents to the Assigned Contracts and such consents otherwise required to effect the transactions contemplated by this Agreement;

(f) a certificate of the manager of each Seller Company, certifying and attaching (i) true, correct and complete copies of the Certificate of Organization of such Seller Company in effect as of the Closing Date, certified by the Secretary of State of the State of Nebraska, (ii) the Operating Agreement of such Seller Company in effect as of the Closing Date, (iii) all resolutions of the managers and members of the Seller Company authorizing the execution and delivery of this Agreement, each Transaction Document to which such Seller Company is a party, and the consummation of the transactions contemplated hereby and thereby, and (iv) the names and titles of the managers or officers of such Seller Company duly authorized to execute and deliver this Agreement and each Transaction Document to which such Seller Company is a party, together with specimen signatures of such managers or officers;

(g) the Business Records; and

(h) such other customary instruments of transfer or assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement.

2.3 Buyer's Closing Deliverables. At the Closing, Buyer shall deliver to Seller Companies (or to such other Person indicated below) the following:

(a) the Purchase Price;

(b) the Bill of Sale, duly executed by Buyer;

(c) the Assignment and Assumption Agreement, duly executed by Buyer;

(d) the IP Assignment Agreement, duly executed by Buyer; and

(e) a certificate of the manager of Buyer certifying and attaching (i) true, correct and complete copies of the Certificate of Organization of Buyer in effect as of the Closing Date, certified by the Secretary of State of the State of Nebraska, (ii) the Operating Agreement of Buyer in effect as of the Closing Date, (iii) all resolutions of the managers and members of the Buyer authorizing the execution and delivery of this Agreement, each Transaction Document to which Buyer is a party, and the consummation of the transactions contemplated hereby and thereby, and (iv) the names and titles of the managers or officers of Buyer duly authorized to execute and deliver this Agreement and each Transaction Document to which Buyer is a party, together with specimen signatures of such managers or officers;

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER COMPANIES AND OWNERS

Seller Companies and Owners jointly and severally represent and warrant to Buyer that the statements contained in this Article III are true and correct as of the date hereof and as of the Closing Date.

3.1 Authority of Seller Companies. Each Seller Company a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Nebraska. Each Seller Company has all necessary company power and authority to enter into this Agreement and the other agreements, instruments and documents required to be delivered in connection with this Agreement or at the Closing (collectively, the "**Transaction Documents**") to which such Seller Company is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each Seller Company of this Agreement and any Transaction Document to which such Seller Company is a party, the performance by such Seller Company of its obligations hereunder and thereunder, and the consummation by such Seller Company of the transactions contemplated hereby and thereby have been duly authorized by all requisite company action on the part of such Seller Company. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of each Seller Company enforceable against such Seller Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditor's rights generally.

3.2 Authority of Owners. Owners own a majority of the issued and outstanding equity interests of the Seller Companies. This Agreement constitutes legal, valid, and binding obligations of each Owner enforceable against such Owner in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditor's rights generally.

3.3 No Conflicts or Consents. The execution, delivery, and performance by Seller Companies of this Agreement and the Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the Certificate of Organization, Operating Agreement, or other organizational documents of any Seller Company; (b) other than as set forth on Schedule 3.3, require the consent, notice, declaration, or filing with or other action by any Person or governmental authority (including any counterparty to any Assigned Contract); or (c) result in the creation or imposition of any charge, claim, pledge, equitable interest, lien, security interest, restriction of any kind, or other encumbrance on the Purchased Assets.

3.4 Financial Statements. Seller Companies provided (or will provide within ten (10) days of the date of this Agreement) Buyer with the following financial statements: (a) unaudited consolidated balance sheets for the fiscal years ending December 31, 2021, and December 31, 2022; (b) interim, unaudited consolidated balance sheet for the three-month period ending March 31, 2023; and (c) corresponding statements of income for the balance sheets referred to in (a) and (b) (collectively, the "**Seller Financial Statements**"). The Seller Financial Statements are accurate, correct, and complete in all material respects and present fairly the results of operation and financial condition of the Business.

3.5 Tangible Personal Property. Schedule 1.1(a) is a complete and accurate list and description of the Tangible Personal Property of Seller Companies as of the date hereof. To the knowledge of Seller Companies' or Owners (without any obligation or duty to inquire or

investigate), all Tangible Personal Property is in good and useable repair and condition, ordinary wear and tear excepted, is suitable for the purposes used or intended to be used and has been maintained in accordance with good business and maintenance practice.

3.6 Inventory. Schedule 1.1(b) is a complete and accurate list and description of the Inventory of Seller Companies as of the date hereof. All Inventory consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory is owned by Seller Companies free and clear of all liens and encumbrances, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive but are reasonable in the present circumstances of Seller Companies.

3.7 Contracts. Seller Companies have delivered to Buyer true and correct copies of (a) the Assigned Contracts, that certain Business Property Lease by and between Char-Deb Properties, L.L.C. ("**Landlord**") and Quaff (the "**Lease**"), and the Seller Companies' agreements with its beer and liquor distributors/wholesalers listed on Schedule 3.7 (the "**Distributor Agreements**"). The Assigned Contracts, the Lease, and the Distributor Agreements are valid and binding on the applicable Seller Companies in accordance with their terms and are in full force and effect. No Seller Company nor, to Seller Companies' or Owners' knowledge (without any obligation or duty to inquire or investigate), any other party thereto is in breach of or default under any Assigned Contract, the Lease, or any Distributor Agreement.

3.8 Accounts Receivable. The Accounts Receivable: (a) have arisen from bona fide transactions entered into by Seller Companies involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice and (b) to the knowledge of Seller Companies' or Owners (without any obligation or duty to inquire or investigate) constitute valid, undisputed claims of Seller Companies and are not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice.

3.9 Intellectual Property.

(a) Schedule 1.1(h) contains a correct, current, and complete list of all Intellectual Property used in the Business as currently conducted. Seller Companies own or have the valid and enforceable right to use all Intellectual Property, free and clear of all liens and encumbrances. All of the Intellectual Property is valid and enforceable, and all registrations relating thereto are subsisting and in full force and effect, unless otherwise noted in Schedule 1.1(h). Seller Companies have taken all reasonable and necessary steps to maintain and enforce the Intellectual Property.

(b) The conduct of the Business as currently and formerly conducted has not infringed, misappropriated, or otherwise violated and will not infringe, misappropriate, or otherwise violate the intellectual property or other rights of any Person. No Person has infringed, misappropriated, or otherwise violated any Intellectual Property included in the Purchased Assets.

3.10 Title to Purchased Assets. Except for UCC liens # 9810506252-0, 9810513654-1, and 9813723440-8 filed by Core Bank f/k/a Centennial Bank as secured party against Quaff, Lucky Bucket, and Cut Spike, respectively, as debtor, which shall be terminated on or before the

Closing Date, Seller Companies have good and valid title to all of the Purchased Assets, free and clear of liens and encumbrances. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property, and assets necessary to conduct the Business as currently conducted.

3.11 Legal Proceedings; Governmental Orders. There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity ("**Actions**") pending or, to Seller Companies' or Owners' knowledge (without any obligation or duty to inquire or investigate),, threatened against or by any Seller Company relating to or affecting the Business or the Purchased Assets.

3.12 Employees; Independent Contractors. Schedule 3.12 sets forth a list of all of Seller Companies' employees and independent contractors who work for the Business. Seller Companies have delivered to Buyer true and correct copies of any contracts regarding the terms of service and the rate and basis for total compensation of such Persons. Except as set forth on Schedule 3.12, there are no liabilities or outstanding claims by any employee or independent contractor required to be listed on Schedule 3.12 against any Seller Company.

3.13 Employee Benefits. Schedule 3.13 sets forth a summary of all employee benefit plans of Seller Companies (collectively, "**Plans**"). All Plans comply in all material respects with all applicable laws, regulations or orders, including the Employee Retirement Income Security Act of 1974, as amended (ERISA), are fully funded and, to Seller Companies' and Owners' knowledge (without any obligation or duty to inquire or investigate), no circumstances exist with respect to the Plans which could reasonably be expected to have a material adverse change on the Purchased Assets or the Business.

3.14 Taxes.

(a) All Taxes due and owing by Seller Companies have been, or will be, timely paid. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller Companies. All Tax returns with respect to the Business required to be filed by Seller Companies for any tax periods prior to Closing have been, or will be, timely filed. Such Tax returns are, or will be, true, complete, and correct in all material respects.

(b) Seller Companies are qualified for any deferral of payroll Taxes they have taken and any employee retention credit they have claimed pursuant to Section 2301 and 2302 of the CARES Act, with respect to the Business.

(c) The term "**Taxes**" means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto.

3.15 Compliance with Laws; Permits.

(a) Seller Companies are in material compliance with all laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.

(b) All permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities ("**Permits**") required for Seller Companies to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Seller Companies and are valid and in full force and effect. Seller Companies have delivered to Buyer true and correct copies of all Permits, including, without limitation, all TTB Bonds and COLAs. All fees and charges with respect to such Permits as of the date hereof have been paid in full. To the knowledge of Seller Companies' or Owners (without any obligation or duty to inquire or investigate), no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit.

3.16 Ordinary Course; Material Adverse Change.

(a) Seller Companies have operated the Business in the ordinary course of business consistent with past practice before the Closing Date. Without limiting the foregoing, since December 31, 2022, there has not been any:

(i) material change in cash management practices and policies, practices and procedures with respect to collection of Accounts Receivable, establishment of reserves for uncollectible Accounts Receivable, accrual of Accounts Receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(ii) incurrence, assumption or guarantee of any indebtedness for borrowed money in connection with the Business except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice; or

(iii) transfer, assignment, sale or other disposition of any of the Purchased Assets, except for the sale of Inventory in the ordinary course of business.

(b) Since December 31, 2022, nothing is known or has come to the attention of Seller Companies or Owners that would reasonably be interpreted to result in any materially adverse change in the Business or its financial condition, assets or liabilities, or to the operation of the Business.

3.17 No Broker. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any Transaction Document based upon arrangements made by or on behalf of any Seller Company or Owner.

3.18 Future Performance. Seller Companies and Owners make no representation or warranty of any kind with respect to the future performance of the Business.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller Companies and Owners that the statements contained in this Article IV are true and correct as of the date hereof and as of the Closing Date.

4.1 Organization and Authority of Buyer. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Nebraska. Buyer has all necessary company power and authority to enter into this Agreement and the Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite company action on the part of Buyer. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditor's rights generally.

4.2 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement and the Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the Certificate of Organization, Operating Agreement, or other organizational documents of Buyer; (b) violate or conflict with any provision of any law or governmental order applicable to Buyer; or (c) require the consent, notice, declaration, or filing with or other action by any Person or require any permit, license, or governmental order.

4.3 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

4.4 No Broker. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any Transaction Document based upon arrangements made by or on behalf of Buyer.

4.5 Notice of Inconsistencies. Neither Buyer nor its members have personal knowledge of any condition or state of facts which makes or will make any of the representations or warranties of the Seller Companies or Owners in this Agreement materially inaccurate or untrue.

ARTICLE V
COVENANTS

5.1 Access to Information. From the date hereof until the Closing, Seller Companies shall (a) afford Buyer and its representatives full and free access to and the right to inspect all of

the Purchased Assets and other documents and data related to the Business; (b) furnish Buyer and its representatives with such financial, operating and other data and information related to the Business as Buyer or any of its representatives may reasonably request; and (c) instruct the representatives of Seller Companies to cooperate with Buyer in its investigation of the Business. Any investigation pursuant to this Section 5.1 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business.

5.2 Alcohol. Seller Companies agree to execute and deliver all signatures and documentation required for Buyer to obtain approval from the Nebraska Liquor Control Commission for Temporary Operating Permits on or before the Closing. In addition, Seller Companies shall cooperate and provide signatures as Buyer reasonably requests to obtain any federal bonds and licenses.

5.3 Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer, Seller Companies shall (a) conduct the Business in the ordinary course of business consistent with past practice; and (b) use commercially reasonable efforts to maintain and preserve intact its current Business organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having relationships with the Business. Without limiting the foregoing, from the date hereof until the Closing Date, Seller Companies shall not take or permit any action that would cause any of the changes, events or conditions described in Section 3.16(a) to occur.

5.4 Employees. Seller Companies shall terminate all employees of the Business effective as of the Closing Date and shall pay all amounts owing to such terminated employees under the Plans and applicable law on the Closing Date. Seller Companies shall be responsible for any accrued benefits of its employees up to the Closing Date. Buyer may, in its discretion, extend offers of employment to Seller Companies' employees upon such terms and conditions acceptable to Buyer in its sole discretion. Buyer shall have no obligation to accept or adopt any contract, agreements, policies or procedures with regard to Seller Companies' employees.

5.5 Public Announcements. Unless otherwise required by applicable law, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other parties (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

5.6 Transfer Taxes and Fees. All sales, use, registration, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the Transaction Documents, if any, shall be borne and paid by Seller Companies when due. Seller Companies shall, at their own expense, timely file any tax return or other document with respect to such taxes or fees.

5.7 Prorations. Without limiting any other provisions of this Agreement, it is the express intent of the parties that (a) the economic benefits and detriments of the Business arising from or related to operations up to the Closing Date are intended to be the sole benefit and responsibility of Seller Companies, and (b) the economic benefits and detriments of the Business arising from or related to operations on and after the Closing Date are intended to be the sole benefit and responsibility of Buyer. Accordingly, at the Closing, all prepaid expenses, utility charges, royalty and brand fund payments, and other income or operating expense items relating to the Business shall be prorated. The parties further agree that, to the extent any such expenses

may be unknown or unascertainable at the Closing, the parties shall cooperate to address such items of expense on a timely basis so as to allocate such items and matters in an equitable manner.

5.8 Reserved.

5.9 Closing Conditions. From the date hereof until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof.

5.10 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the Transaction Documents.

For the purposes of this Agreement, the term "**Affiliate**," with respect to a Person, shall mean any equity holder of such Person, as well as any Person that controls, is controlled by, or in common control with, directly or indirectly, through one or more intermediaries, such Person or such Person's equity holders.

ARTICLE VI
INDEMNIFICATION

6.1 Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall survive the Closing for a period of six (6) months; provided, that Seller Companies' and Owners' representations and warranties contained in Sections 3.1, 3.2, 3.10, 3.14, 3.17, and Buyer's representations and warranties contained in Sections 4.1, and 4.4 (collectively, the "**Fundamental Representations**") shall survive until the expiration of the applicable statute of limitations.

6.2 Indemnification by Seller and Owners. Subject to the other terms and conditions of this Article VI, Seller Companies and Owners shall jointly and severally indemnify and defend each of Buyer and its Affiliates (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**"), incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, or with respect to: (a) any Action by reason of or resulting from, relating to, or based upon the occurrence of any event in connection with the Business or the Purchased Assets prior to the Closing; (b) any inaccuracy in or breach of any representation, warranty or any agreement, covenant or obligation on the part of any Seller Company or any Owner made in this Agreement or the Transaction Documents; or (c) any Excluded Asset or any Retained Liability.

6.3 Indemnification by Buyer. Subject to the other terms and conditions of this Article VI, Buyer shall indemnify and defend each of Seller Companies, Owners, and its and their Affiliates (collectively, the "**Seller Indemnitees**") against, and shall hold each of them harmless from and against any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, or with respect to: (a) any Action by reason of or resulting from, relating to, or based upon the occurrence of any event in connection with the Business or the Purchased Assets on or after the Closing; (b) any inaccuracy in or breach of any

representation, warranty or any agreement, covenant or obligation on the part of Buyer made in this Agreement or the Transaction Documents; or (c) any Assumed Liability.

6.4 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). Each such notice shall set forth in reasonable detail the factual basis giving rise to the claim or claims and the amount of the damages and expenses incurred as a result of such claim. The Indemnifying Party shall promptly reimburse and pay the Indemnified Party for all damages and expenses to which the Indemnified Party is entitled under this Article VI.

6.5 Basket. Notwithstanding anything to the contrary in this Article VI, Buyer agrees not to assert any claim against the Seller Companies or Owners for indemnification unless the claims in the aggregate permitted to be sought by Buyer under this Agreement are equal to or greater than Twenty Five Thousand Dollars ($25,000.00) (the "**Basket**"), in which event Buyer shall only be entitled to indemnification for all amounts in excess of the Basket, subject to the indemnification maximum stated in Section 6.6 hereof.

6.6 Indemnification Limit. Notwithstanding anything to the contrary contained in this Article VI, the maximum aggregate indemnification obligation of the Seller Companies shall be limited to the Purchase Price and the maximum aggregate indemnification obligation of each Owner shall be limited to the share of the Purchase Price received by such Owner; provided, that such limitation shall not apply to Losses arising out of or with respect to fraud or breach of a Fundamental Representation.

ARTICLE VII
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE PARTIES

7.1 Seller Companies' Conditions. The obligations of Seller Companies under this Agreement are subject to the fulfillment prior to or on the Closing Date of the following conditions:

(a) Representations and Warranties; Covenants. Each of the representations and warranties of Buyer contained in this Agreement shall be accurate in all material respects as of the date hereof and as of the Closing Date, and Buyer shall have performed all covenants and agreements required to be performed by it and shall not be in default under any of the provisions of this Agreement at or prior to the Closing Date.

(b) Deliveries by Buyer. On or before the Closing Date, Buyer shall have delivered all closing deliverables in accordance with Section 2.3.

(c) Release from Lease. Seller Companies and Owners shall have been released from any liability relating to the real property lease for the Business Location that occurs post-Closing, and from any guarantee relating thereto whether occurring prior to, on, or after the Closing Date.

7.2 Buyer's Conditions. The obligations of Buyer under this Agreement are subject to the fulfillment prior to or on the Closing Date of the following conditions:

(a) Representations and Warranties; Covenants. Each of the representations and warranties of Seller Companies and Owners contained in this Agreement shall be

accurate as of the date hereof and as of the Closing Date, and Seller Companies and Owners shall have performed all covenants and agreements required to be performed by it and shall not be in default under any of the provisions of this Agreement at or prior to the Closing Date.

(b) Deliveries by Seller Companies. On or before the Closing Date, Seller Companies shall have delivered all closing deliverables in accordance with Section 2.2.

(c) Due Diligence. Buyer's due diligence investigation of the Business shall have completed in a manner satisfactory to Buyer.

(d) Lease. Buyer shall have either assumed the Lease or entered into a new lease agreement with Landlord, at Buyer's sole option and on terms acceptable to Buyer in its sole discretion.

(e) Distributor Agreements. For distributor/wholesaler agreements that Buyer determines to be necessary or desirable, Buyer shall have either assumed such contracts or entered into new distributor/wholesaler agreements with the counterparties to such contracts, at Buyer's sole option and on terms acceptable to Buyer in its sole discretion.

(f) Tax Clearance. Each Seller Company shall have delivered to Buyer a Tax Clearance Certificate from the Nebraska Department of Revenue showing that no taxes are due that could adversely affect Buyer or the Purchased Assets.

ARTICLE VIII
TERMINATION

8.1 Right of Termination. This Agreement and the transactions contemplated herein may be terminated at any time prior to Closing:

(a) By mutual written consent of Buyer and Seller Companies;

(b) By Seller Companies in the event any of the conditions set forth in Section 7.1 of this Agreement shall not have been satisfied or waived and the Closing shall not have occurred, or if it becomes apparent that any such conditions will not be satisfied or waived and the Closing will not occur, on or before September 30, 2023, or such later date as shall be agreed to in writing by Seller Companies and Buyer; or

(c) By Buyer in the event any of the conditions set forth in Section 7.2 of this Agreement shall not have been satisfied or waived and the Closing shall not have occurred, or if it becomes apparent that any such conditions will not be satisfied or waived and the Closing will not occur, on or before September 30, 2023, or such later date as shall be agreed to in writing by Seller Companies and Buyer.

8.2 Notice and Effect of Termination. Notice of termination of this Agreement as provided for in this Article VIII shall be given by the party so terminating to the other party hereto in accordance with Section 9.2 of this Agreement. No party shall have any liability to the other upon a termination by either party of this Agreement in accordance with Section 8.1.

ARTICLE IX
MISCELLANEOUS

9.1 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

9.2 Notices. All notices hereunder shall be deemed sufficient given only if in writing, sent by certified mail, return receipt requested, and addressed as follows:

If to Seller Companies: Quaff Partners, LLC
615 N 40th Street
Omaha, NE 68131
Attention: Jason Payne
payne83121@gmail.com

with a copy to: Abrahams Kaslow & Cassman LLP
8712 West Dodge Road, Suite 300
Omaha, NE 68114
Attention: Thomas J. Malicki
tmalicki@akclaw.com

If to Buyer: Borgata Brewing and Distilling, LLC
1116 Jackson Street
Omaha, NE 68102
Attention: Zac Triemert
zac@drinkbrickway.com

with a copy to: Baird Holm LLP
1700 Farnam Street, Suite 1500
Omaha, NE 68102-2068
Attention: Brian R. Schumacher
bschumacher@bairdholm.com

9.3 Severability. In the event any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected in any way thereby.

9.4 Headings. Headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.

9.5 Entire Agreement. This Agreement, including any exhibits and schedules, and the Transaction Documents contain the entire understanding of Buyer and Seller Companies, and there are no warranties, representations or agreements between the parties, which are not set forth herein.

9.6 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, that Buyer may, in whole or in part, assign its rights and/or obligations under this Agreement without the prior written

consent of Seller Companies or Owners to Buyer Assignee, an Affiliate of Buyer or Buyer Assignee, or Scott Katskee. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.

9.7 No Third Party Beneficiaries. The parties do not confer any rights or remedies upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

9.8 Amendment. This Agreement may be amended, modified, superseded or cancelled, and any of the terms, provisions, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto or, in the case of a waiver, by the party waiving compliance.

9.9 Governing Law. This agreement shall be governed by and its terms construed under the laws of the State of Nebraska.

9.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER COMPANIES:

Quaff Partners, LLC
Quaff, LLC
Lucky Bucket Brewing, LLC
Cut Spike Distillery, LLC

DocuSigned by:
By: Jason Payne
275CA0F0CCA54F3...
Name: Jason Payne
Their: Authorized Representative

OWNERS:

DocuSigned by:
Jeff Carstens
27C8659334BF...
Jeff Carstens

DocuSigned by:
Scott Katskee
842C9612AEFA463...
Scott Katskee

DocuSigned by:
Jason Payne
27ECA0F0CCA54F3...
Jason Payne

DocuSigned by:
C Tom
687D14C5521A4E0...
Chuck Tomek

BUYER:

Borgata Brewing and Distilling, LLC

DocuSigned by:
By: Zac Triement
0F4210686116406...
Zac Triement, Manager

DocuSign Envelope ID: 71152B5E-57D9-4BCB-889F-95E2A9E91E19

Schedule 1.1(a)
Tangible Personal Property

1. Copper Stills (including boiler/piping/support structures)
2. Criveler Brewing System
3. 5 100 BBL Stainless Steel Fermentation Tanks
4. 3 100 BBL Stainless Steel Bright Tanks
5. 1972 Holdefliess Bottling Line
6. 4 40 BBL Stainless Steel Fermentation Tanks
7. 60 BBL Stainless Steel Fermentation Tank
8. 20 ton Glycol Chiller
9. 40 ton Glycol Chiller
10. Bulk Grain Silo
11. Beer Truck
12. Plate and Frame Filter
13. Large Beer Cooler
14. Small Beer Cooler
15. Hyster Fork Lift
16. 10 Industrial Shelving Racks
17. 100 Stainless Steel Kegs
18. 8 Stainless Spirit Storage tanks
19. 2 6 head gravity fillers
20. Stainless Blending Tank
21. Whiskey Inventory
22. Whiskey Barrel Racks
23. Banquest Tables and Chairs
24. Tasting Room Tables and Chairs
25. Remaining Raw materials Inventory
26. 5 60 " televisions
27. Display Cooler
28. Office Equipment
29. Misc. Items (ladders/plastic shelving/glassware/etc.)
30. 2 Square Consoles
31. Hop Back

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Schedule 1.1(b)
Inventory

Lucky Bucket Inventory
3/31/2023

Grain	
Type	*Amount*
Crisp Dexrin	55
Gambrinus Honey Malt	55
Crisp Munich Dark	0
Rahr 2-Row	43125
Rahr Rye Malt	0
Rahr White Wheat	0
Rahr Pills	330
Falked Oats	0
Flaked Rye	0
Rice Hulls	0
Crisp C45	0
Crsip Chocolate	0
Special B	0
Patagonia Perla Negra	0
Simpsons DRC	55
Simpsons Caramalt	0
Simpsons Crystal Light	110
Simpsons Black	0
Simpsons Chocolate	0
Simpsons Roasted Barley	0
Simpsons T50	0
Weyermann Abbey	0
Weyemann Vienna	0
Weyermann Dark Munich	110
Weyermann Dehusk Carafa 2	55
Weyermann Dehusk Carafa 3	55
Weyermann CaraAmber	825
Weyermann Carafoam	0
Weyermann Rye	0
Weyermann Carawheat	0
Weyemann Caramunich Type I	0
Weyermann Caramunich Type II	0
Weyermann Caramunich Type III	0
Weyermann Beach Smoked	0

Hops	
Type	*Amount*
Amarillo	0
Chinook	0
Cascade	477
Centennial	0
Mosaic	325
Citra	452
German Hersbrucker	0
Independence	0

Simcoe	168
Pacific Crest	451
Willamette	60
Fuggle	4
Goldings	16
Summit	0

Spices/Other Fermentables	
Item	*Amount*
Spices/Other Fermentables	1
Honey (60# pail)	0
Lactose (55# Bag)	1
Pumpkin - Processed (per can)	0
Belgian Candy Sugar (55# jug)	0
Brown Sugar 7.5#	13
Amoretti Puree/. Gallon	4
Amoretti 10#	3
Amoretti 2#	15.33
Cocoa Nibs (per lb)	0
Hatch Chili Powder	0
Vanilla Extract (1 gal)	0.8

Brewing Additives	
Item	*Amount*
Biofine Clear (55 gallon)	0.2
Calcium Sulfate	1
Fermcap (24 L)	0.5
Filter Pads EK	36
Filter Pads KS-80	0
Filter Pads EKS	0
Filter Pads K-300	89
Filter Pads T-1000	70
Calcium Chloride (50#bag)	0.75
Phosphoric Acid (55 gal)	0.5
Servomyces	1
Whirfloc (5 lb)	1.2
Yeast White Labs - 830	1
Yeast - White Labs - 041	1
Yeast - Hef	0
Yeast - White Labs - 500	0
Yeast - Coastal Haze	1

Cleaning Chemicals	
Item	*Amount*
Acid CIP	85
Chlorinated Caustic	40
Caustic	75
Foamer	4
Citric Blend 90146	25
Copper Caustic 60171	25
Peroxyacetic Acid	25

Production Beer

Tank	*Amount*
FV 1 - Lager	44
FV 2 - Lager	0
FV 3 - Groover	32
FV 4 - CE	0
FV 5 - Big Perm	0
FV 6 - Groover	32
FV 7 - CE	32
MT #1 - CE	0
BT #1 - Blond	50
BT #2 - Up in Smoke	0
CE BBL Aged Beer	15
BBL Aged Monkey Call	0

Finished Beer	
Type	*Amount*
Lager - 1/6 BBL	35
Lager - 1/2 BBL	12
Lager - 6 packs	13
Lager - 4/6 Cases	290
CE - 1/6 BBL	11
CE - 1/2 BBL	0
CE - 6 packs	16
CE - Case	186
Blushing Monk - 1/6 BBL	4
Children of the Corn 2 - 1/2 BBL	0
Ofest - 1/6 BBL	0
Ofest - 1/2 BBL	0
Ofest - 6 packs	0
Ofest - 4/6 Cases	0
Big Pimpkin 1/6 BBL	0
Big Pimpkin 1/2 BBL	0
Apricot Groover - 1/6 BBL	0
Apricot Groover - 1/2 BBL	3
Snowsuit - 1/6 BBL	4
Snowsuit - 1/2 BBL	7
Snowsuit 6 pack	0
Snowsuit 4/6 Case	0
Belly Flop - 1/6 BBL	0
Belly Flop - 1/2 BBL	0
Belly Flop - 6 pack	9
Belly Flop - 4/6 case	250
Variety Pack	0
Up in Smoke - 1/6 BBL	0
Up in Smoke 1/2 BBL	6
Tripel - 1/6 BBL	4
Tripel - 1/2 BBL	1
Raven Black IPA - 1/6 BBL	0
Raven Black IPA - 1/2 BBL	0
Atomic Cloud - 1/6 BBL	0
Atomic Cloud - 1/2 BBL	0
BBL Aged CE - 1/6 BBL	0
BBL Aged CE - 1/2 BBL	0

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Wicked Joe - 1/6 BBL	0
Wicked Joe - 1/2 BBL	0
Wicked Joe - Case	0
Superfly 1/6 BBL	0
Uncouth - 1/6 BBL	0
Uncouth - 1/2 BBL	0
IDT 1/6 BBL	0
IDT 1/2 BBL	0
El Mastodon - 1/6 BBL	0
El Mastodon - 1/2 BBL	0
Baluba - 1/2 BBL	0
Baluba - 1/6 BBL	0
Monkey Call 1/2 BBL	3
Monkey Call 1/6 BBL	9
Purple People Eater 1/2 BBL	0
Purple People Eater 1/6 BBL	0
Pineapple Express 1/6 BBL	0
Pineapple Express 1/2 BBL	0
Tropic Wonder - 1/6 BBL	14
Tropic Wonder - 1/2 BBL	3
Tropic Wonder - 6 pack	8
Tropic Wonder - Case	108
The Groover - 1/2 BBL	0
The Groover - 1/6 BBL	12
The Groover - 6 pack	17
The Groover - Case	137
Streaker - 1/2 BBL	0
Pits and Giggles - 1/6 BBL	0
Pits and Giggles 1/2 BBL	0
Monastic - 1/2 BBL	7
Monastic - 1/6 BBL	0
Mr Nice Guy 1/2 BBL	6
Mr Nice Guy 1/6 BBL	5
Bonsai Rye 1/2 BBL	0
Bonsai Rye 1/6 BBL	0
Citranomocon 1/6 BBL	0
Citranomicon 1/2 BBL	0
Root Beer - 1/2 BBL	5
Root Beer - 1/6 BBL	2
Yum Yum Skywalker - 1/2 BBL	0
Yum Yum Skywalker - 1/6 BBL	0
Lizard King - 1/6 BBL	0
Lizard King - 1/2 BBL	0
Lucky Light - 1/6 BBL	12
Lucky Light - 1/2 BBL	9
Lucky Light - 6 Pack	8
Lucky Light - Case	84
DJ's Sunni Ale - 1/2 BBL	11
DJ's Sunni Ale - 1/6 BBL	12
DJ'S Tanya's Ale - 1/2 BBL	0
DJ'S Tanya's Ale - 1/6 BBL	0
Jug Thumper - 1/2 BBL	2
Jug Thumper - 1/6 BBL	19

Jug Thumper - 6 Pack	15
Jug Thumper - Case	89

Packaging	
Item	*Amount*
Beer Bottles (12 oz.)	66,633
New Crowns	380,040
LB Lager Labels	24,000
LB Lager Six Packs	4106
LB Lager Mother Cases	75
LB Lucky Light Labels	19000
LB Lucky Light Six Packs	2070
LB Lucky Light Cases	550
LB Wicked Joe Labels	7300
CE Labels	38000
CE Six Packs	7024
CE Mother Cases	150
LB Groover Labels	21500
LB Groover Six Packs	4898
LB Groover Mother Cases	390
LB Jug Thumper Labels	36000
LB Jug Thumper Six Packs	2077
LB Jug Thumper Cases	293
LB Oktoberfest Labels	4000
LB Oktoberfest Six Packs	300
LB Oktoberfest Mother Cases	0
LB Snowsuit Labels	3500
LB Snowsuit Mother Cases	392
LB Snowsuit Six Packs	0
LB Belly Flop Labels	30000
LB Belly Flop Six Packs	11000
LB Belly Flop Mother Cases	525
LB Tropic Wonder Labels	15000
LB Tropic Wonder Six Packs	11891
LB Tropic Wonder Mothers	60
Keg Toppers	200
Keg Collars	400
Tape (per roll)	90
Stretch Wrap (per roll)	4

POS/Retail	
Item	*Amount*
Coasters	53800
Logoed Pint Glasses	216
FINE! Koozies	15
Tumblers	0
Bottle Opener Keychain	90
Growlers	159
Ofest Glasses	80
Conspiracy Glasses	0
New Wood Tap Handles	6
New Wood Tap Handles (small)	14
New Wood Shotgun Handles	39

LB Label Shirt XXL	160
Long Sleeve Shirt	0
Sweatshirt	9
Beanie	72
Zip Up	9
Trucker Hats	0
Frisbies	133
Socks	34
Tackers	14
Aprons	23

Cut Spike Distillery Inventory
2/28/2023

Raw Materials	
Sandhills Water (tote)	0
Rahr 2-Row	0
Barsol Ethanol (tote)	0
Wine Barrel	0
Maple Syrup Barrel	0
Oak Barrel (New)	0
Oak Barrel (Used)	24

Production	
Bulk Vodka Undiluted (Per Bottle)	0
Bulk Rum Undiluted (Per Bottle)	0
Rum Wash Batch	0
Whiskey Wash Batch	0
Peated Whiskey Wash	0
Low Wines - Whisky Batch	0
Bulk Whiskey Unaged (Per Gallon)	0
Bulk Whiskey Aging/Aged and Undiluted (Per Barrel)	91
Bulk Brandy Aging/Aged and Undiluted (Per Barrel)	4.5
Heads/Tails Whisky Drum	1
Heads/Tails Brandy Drum	1.5

Packaging	
Vodka Corks	1500
New Whiskey Corks	5600
Bottles 750 ml (Vodka)	574
Bottles 1 L	158
Bottles 1.75 L	170
Cut Spike Cases - 6 pack 750 ml	220
Cut Spike Vodka Cases - 12 pack 750 ml	499
Cut Spike Vodka Cases - 6 pack 1L	0
Cut Spike Vodka Cases - 6 pack 1.75 L	220
Whiskey Hang Tag	0
Vodka Labels 1.75	1200
Vodka Labels 1L	10
Vodka Labels 750ml	1600
Small Batch Whiskey Labels	600
Maple Barrel Whiskey Labels	100

Cask Strength Whiskey Labels	1340
Sherry Butt Whiskey Labels	500
Cabernet Whiskey Labels	150
CE Whiskey Labels	360
Honey Whiskey Labels	100
Port Whiskey Labels	500
Rye Whiskey Labels	230
Rum Label	250
Gin Label	200
Latte Vodka	1300
Apple Cinn Vodka	1250
Peanut Butter Vodka	1366
Caramel Vodka	1250
Vanilla Vodka	1100
Cinn Vodka	1300
Blueberry Vodka	1300
Watermelon Vodka	2700
Peach Vodka	950
Cucumber Vodka	1100
Orange Vanilla Vodka	950
Pineapple Vodka	2800

Finished Product	
Bulk Vodka Proofed (Per Proofed Gallon)	250
Vodka in Bottles 1.75L	233
Vodka in Bottles 1L	17
Vodka in Bottles 750 ml	396
Full Vodka Cases 6 pack 1 L	15
Full Vodka Cases 12 Pack 750 ml	0
Full Vodka Cases 1.75 L	0
Bulk Brandy (Per Bottle)	0
Bulk Rum Aged and Proofed (Per Bottle)	0
Rum In Bottles	59
Full Rum Cases	0
Bulk Whiskey Aged and Proofed (Per Bottle)	0
Bulk Whiskey Aged and Proofed (Per Bottle) Cabernet	0
Bulk Whiskey Aged and Proofed (Per Bottle) Cask Str	0
Full Whiskey Bottles Small Batch	268
Full Whiskey Cases Small Batch	40
Full Whiskey Bottles Cabernet Barrel	103
Full Whiskey Cases Cabernet Barrel	0
Full Whiskey Bottles Cask Strength	196
Full Whiskey Cases Cask Strength	0
Full Whiskey Bottles Maple Barrel	0
Full Whiskey Cases Maple Barrel	0
Full Whiskey Bottles CE Barrel	50
Full Whiskey Bottles Sherry Cask	90
Full Whiskey Bottles DJ's CK	0
Full Whiskey Bottles White Dog	76
Full Whiskey Bottles Port Barrel	0
Full Whiskey Bottles Peated	0
Full Whiskey Bottles Honey	136
Full Whiskey Bottles Rye	0

Full Absinthe Bottles	0
Full Amaro Bottles	0
Full Blue Gin Bottles	0
Full Gin Bottles	62
Full Brandy Bottles	99
Full Watermelon Vodka Bottles	123
Full Vanilla Vodka Bottles	66
Full Pineapple Vodka Bottles	216
Full Orange Vanilla Vodka	3
Full Apple Cinn Liqueur Bottles	150
Full Cinnamon Vodka Bottles	154
Full Latte Vodka Bottles	199
Full Peach Vodka Bottles	0
Full Salted Caramel Vodka Bottles	124
Full Blueberry Vodka Bottles	127
Full Peanut Butter Vodka Bottles	121
Full Cucumber Vodka Bottles	152
Spikes Hard Lemonade - 1/2 BBL	8
Spikes Hard Lemonade - 1/6 BBL	24
Contracted Distilled Brandy	0

Cut Spike Hoodie	13
Cut Spike Hat	75
Cut Spike Beanie	70
Cut Spike T-Shirt	12
Cut Spike Tacker	38
Cut Spike Mini Barrel	1
Cut Spike Glassware	190

Schedule 1.1(c)
Assigned Contracts

1. Hop contract by and between Lucky Bucket and Yakima Chief Hops.

Schedule 1.1(h)
Intellectual Property Rights

Seller Companies hold the following active trademarks registered with the U.S. Patent and Trademark Office:

	Owner	Serial Number	Reg. Number	Word Mark	Class(es)
1	Quaff	87630288	5770482	RED SUNSHINE	032
2	Quaff	87906373	5765237	THE GROOVER	032
3	Quaff	87906370	5765236	TROPIC WONDER	032
4	Quaff	86769589	4955712	SNOWSUIT	032
5	Quaff	86769588	4955711	JUG THUMPER	032
6	Quaff	86469728	4781468	CERTIFIED EVIL	032
7	Quaff	86119193	4654172	BELLY FLOP	032
8	Quaff	86904871	5187817	LAYABOUT	032
9	Quaff	86769598	5182493	WIDE EYE	032
10	Quaff	86769595	5110901	STUPEFY	032
11	Quaff	86769591	5110899	HOODANG	032
12	Quaff	77427036	3828783	LUCKY BUCKET BREWING COMPANY	032; 040
13	Cut Spike	85833550	4523017	CUT SPIKE	033

Seller Companies hold the following inactive trademarks registered with the U.S. Patent and Trademark Office:

	Owner	Serial Number	Reg. Number	Word Mark	Class(es)
14	Quaff	88536331		ART HOUSE	032
15	Quaff	88536328		CACTUS KING	032
16	Quaff	86769592		DEWDROPPER	032
17	Quaff	85389747	4138103	LUCKY BUCKET RUN	041
18	Quaff	85389718	4134561	LUCKY BUCKET RIDE	041
19	Quaff	85624082		BURLINGTON SINGLE MALT WHISKEY	033
21	Quaff	77297255		QUAFF	032; 033
22	Cut Spike	77633105	4368764	CHAVA	033
23	Cut Spike	77427044	3800079	JOSS VODKA	033

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Schedule 1.2(g)
Other Excluded Assets

1. Six barrels of whiskey for bottling prior to the Closing.

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Schedule 1.5
Purchase Price Allocation

Assets	Asset Class	Fair Market Value
Cash	I	$0.00
Securities	II	$0.00
Accounts Receivable	III	Actual Value
Inventory	IV	$20,000.00
Tangible Personal Property, furniture, fixtures, equipment, prepaid amounts, and other Class V assets	V	$265,000.00
Books and Records, Intellectual Property, and other Class VI assets	VI	$5,000.00
Goodwill	VII	Balance of Purchase Price

Schedule 3.3
Required Consents

1. Landlord's prior written consent is required to assign the Lease.

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Schedule 3.7
Distributor Agreements

1. Distribution Agreement by and between Lucky Bucket and Heartland Beverage, LLC.

2. Distribution Agreement by and between Lucky Bucket and K & Z Distributing Company, Inc.

3. Distribution Agreement by and between Lucky Bucket and Premier Glazer's Beer and Beverage, LLC.

4. Distribution Agreement by and between Lucky Bucket and Nebraska Distributing Company, Inc.

5. Distribution Agreement by and between Lucky Bucket and Coors Distributing of North Platte, Inc.

6. Distribution Agreement by and between Lucky Bucket and Dietrich Distributing Co.

7. Distribution Agreement by and between Lucky Bucket and Nebraskaland Distributors, LLC.

8. Distribution Agreement by and between Lucky Bucket and Global Distributing, Inc.

9. Distribution Agreement by and between Lucky Bucket and Worldwide Wine and Spirits, LLC.

DocuSign Envelope ID: 71152B5E-57D9-4BCB-889F-95E2A9E91E19

Schedule 3.12
Employees; Independent Contractors

Employees:

- Mike Cunningham
- Adam Cunningham
- Sean Burns
- Tia Berendes
- Jan Hendricksen
- Kristen Job
- Kathryn Monochie
- Maggie Naughton
- Hannah Piercy
- Schuyler Rotert
- Chandra Schwartz
- Grace Sobetski
- Preston Taylor

Independent Contractors:

- None.

ITEM E

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 5, 2023 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR A PUD SITE PLAN – LOT 2 MAYFAIR 2ND ADDITION REPLAT THREE AND LOTS 1, 2, AND 3 MAYFAIR 2ND ADDITION REPLAT SEVEN	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared for Council to consider an application by HRC Sagebrook Multifamily, LLC (d.b.a. Hubbell Development Services) for a Planned Unit Development to allow for the construction of a mixed residential development with 264 units on Lot 2 Mayfair 2nd Addition Replat Three, and Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled and ordinance prepared to approve a PUD site plan and ordinance for Lot 2 Mayfair 2nd Addition Replat Three, Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven to be replatted as Lot 1 Mayfair 2nd Addition Replat Eight.

The applicant is seeking to construct a mixed residential development consisting of 180 apartments in three, three-story buildings; six, one-story three-unit townhomes with attached garages; six two-story, five-unit townhomes; and nine, two-story, four-unit townhomes with attached parking. Overall, the development will consist of 264 housing units. The development will also include a central clubhouse with a pool, additional stand-alone garage clusters, and pedestrian connections to the adjoining Mayfair commercial area.

The applicant has requested an allowance for a reduction in the front yard setback requirement for the R-3 High-Density Residential Zoning District from 30 feet to 15 feet along Hillcrest Plaza/S 97th Plaza. As Hillcrest Plaza/S 97th Plaza is an easement road with the property line resting near the centerline of the road, the City's standard setback measurement is taken from the back-of-curb of the paved roadway. Allowances for this setback requirement reduction may be granted by City Council through the Planned Unit Development process, per Section 5.15.02.04 of the La Vista Zoning Ordinance. The applicant has also requested allowances in relation to the Commercial Building Design Guide and Criteria of Gateway Corridor District. Allowances in relation to the design guidelines have been included in the draft PUD Ordinance.

A detailed staff report is attached.

The Planning Commission held a public hearing on June 15, 2023, and voted 5-0 to recommend approval of the Planned Unit Development, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Planned Unit Development plan for the Sagebrook mixed residential development (the "Sagebrook Mixed Residential PUD") is hereby adopted for the following described real estate, to wit:

LEGAL DESCRIPTION

See Exhibit "A" attached hereto and made a part hereof.

Section 2. The Sagebrook Mixed Residential PUD is hereby adopted to provide for the development of a multiple-family housing development that in addition to apartments, will deliver a variety of currently missing or lacking housing product types to the community. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, development and build-out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

Section 3. Definitions

Unless a contrary intent is clearly indicated herein, the following words and phrases shall have the following meanings, regardless of whether or not capitalized:

A. "Apartments" shall mean a three-story, sixty-unit multi-family unit building type. The Apartments unit type shall utilize the detached enclosed garages provided within the development to achieve the enclosed garage parking requirement for multi-family developments.

B. "Cobalt Townhome" shall mean a two-story townhome style unit type specific to this development that includes five units in a townhome-style structure with no enclosed parking spaces. The Cobalt Townhome unit type shall utilize the detached enclosed garages provided within the development to achieve the enclosed garage parking requirement for multi-family developments.

C. “Della Townhome” shall mean a two-story townhome style unit type specific to this development that includes four units in a townhome-style structure with enclosed parking spaces on the ground floor of the building.

D. “Developer” shall mean HRC Sagebrook Multifamily, LLC (d.b.a. Hubbell Development Services), their successors and assigns.

E. “Gateway Corridor District” or “La Vista Gateway Corridor District” shall mean the City’s overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district. Developments within this overlay zoning district shall be subject to the Commercial Building Design Guide and Criteria dated March 2, 2021.

F. “Lazio Townhome” shall mean a single-story townhome-style unit type specific to this development that includes three units in a townhome style of structure with attached, enclosed parking spaces.

G. “Mixed Residential” shall mean a development consisting of a mix of apartments, rowhouses, townhomes, and single-story homes. Typical building heights are 1-3 stories, with a walkable environment that provides connectivity to adjoining retail and services.

H. “Open Space” shall mean anything on the site except buildings, parking lot and vehicular circulation, generally pervious, but may include well-landscaped pedestrian places, pools, pool decks and roof gardens.

I. “Plat” or “the Plat,” shall mean the final plat of the Subdivision approved by the City Council or an administrative plat approved by staff.

J. “Sagewood Mixed Residential PUD” shall mean the planned unit development that is subject to this Ordinance, as developed and approved, that outlines certain provisions for the development of the Subdivision and its uses. Such plan shall consist of the final plat, design guideline allowances, landscaping, etc.

K. “Subdivision” shall mean the 15.77 acres of land described in Exhibit “A” hereto, to be known as “Mayfair 2nd Addition Replat Eight”.

Section 4. Parcel Identification Map

Attached hereto and made a part of Sagewood Mixed Residential PUD for parcel delineation is the Parcel Identification Map for the Sagewood Mixed Residential PUD marked as Exhibit “B”.

Section 5. Conceptual Site Plan

A conceptual site plan for each parcel shall be submitted to the City for approval prior to any lot development within said parcel.

Section 6. Building Design Guidelines and Criteria

All applications shall adhere to the requirements of the Commercial Building Design Guide and Criteria dated March 2, 2021, unless expressly allowed otherwise through this PUD ordinance. Prior to the issuance of a building permit, the City, Developer and the applicant shall have mutually agreed upon a specific design plan that complies with such criteria.

Allowances specific to this development provide for variation from the Commercial Building Design Guide and Criteria in relation to each specific building type:

A. Lazio Townhome – The primary building material for the front elevation of the building shall be brick (clay or stone) with its color selected for harmony of the building with adjoining buildings within its subdivision. A three-foot base course of brick (clay or stone) shall be required along the side elevations. Other secondary building materials shall have good architectural character and shall be selected for harmony of the building with adjoining buildings.

   Architectural features such as decorative moldings, windows, shutters, dormers, chimneys, balconies and railings, and landscaped elements such as lattices are strongly encouraged to provide additional detail to a façade. However, these elements shall have good proportions and relationships to one another.

   Monotony of design shall be avoided. Variations of detail, form, and siting shall be used to provide visual interest.

B. Cobalt Townhome – The primary building material for the front elevation of the building shall be brick (clay or stone) with its color selected for harmony of the building with adjoining buildings within its subdivision. A three-foot base course of brick (clay or stone) shall be required along the side elevations. Other secondary building materials shall have good architectural character and shall be selected for harmony of the building with adjoining buildings.

   Architectural features such as decorative moldings, windows, shutters, dormers, chimneys, balconies and railings, and landscaped elements such as lattices are strongly encouraged to provide additional detail to a façade. However, these elements shall have good proportions and relationships to one another.

   Monotony of design shall be avoided. Variations of detail, form, and siting shall be used to provide visual interest.

C. Della Townhome – The primary building material for the front elevation of the building shall be brick (clay or stone) with its color selected for harmony of the building with adjoining buildings within its subdivision. A three-foot base course of brick (clay or stone) shall be required along the side elevations. Other

secondary building materials shall have good architectural character and shall be selected for harmony of the building with adjoining buildings.

Architectural features such as decorative moldings, windows, shutters, dormers, chimneys, balconies and railings, and landscaped elements such as lattices are strongly encouraged to provide additional detail to a façade. However, these elements shall have good proportions and relationships to one another.

Monotony of design shall be avoided. Variations of detail, form, and siting shall be used to provide visual interest.

D. Apartments – The design of the apartment buildings within the PUD area shall meet La Vista's Commercial Building Design Guide and Criteria and the Zoning Ordinance.

E. Clubhouse – The design of the complex clubhouse within the PUD area shall meet La Vista's Commercial Building Design Guide and Criteria and the Zoning Ordinance.

F. Garages – A three-foot base course of brick (clay or stone) shall be required along the front (where not impeded by garage doors), back and side elevations. Garages shall also utilize planar differentiation to break up the long façade of the back elevation.

General Additional Design Guidelines:

A. Exterior building-mounted lighting shall limit impact upon adjoining properties as depicted within the PUD Photometric Plan included within Exhibit "B". Exposed bulbs shall not be visible from adjoining residential areas.

Pedestrian-scale lighting should be incorporated in outdoor areas such as pedestrian walkways, plazas, play lots and parking areas.

B. Pedestrian, bicycle and vehicle linkages should be provided to adjacent developments and uses.

C. Buildings should be placed to create a street presence and enhance neighborhood character.
    a. When adjacent to single-family residences, side and rear setbacks shall allow for a sufficient planter area to buffer impacts and screen undesirable views.

D. Garage doors throughout the development shall be enhanced through the use of raised panels, windows, and/or decorative hardware.

Unless specifically addressed above, the design criteria of the development must adhere to the guidelines set forth within La Vista's Commercial Building Design Guide and Criteria and the Zoning Ordinance.

Section 7. Conditions

All uses within the Subdivision shall adhere to the underlying zoning district except as herein provided.

A. General Conditions

In addition, the following general site plan criteria shall be integrated into and made part of the Sagewood Mixed Residential PUD.

i. All subdivisions, public streets, public street rights-of-way and general development shall adhere to the standards and design criteria set forth in the La Vista Subdivision Regulations and the most current design standards adopted by the City of La Vista pertaining thereto unless otherwise stated within this Sagewood Mixed Residential PUD.

ii. Unless otherwise specified herein, the development of the Sagewood Mixed Residential PUD shall comply with the applicable La Vista Zoning District Regulations or any other applicable City Codes.

B. Land Use Design Criteria

Unless provided otherwise in this Sagewood Mixed Residential PUD, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate underlying zoning district shall apply to any development within Lot 1 Mayfair 2nd Addition Replat 8. The negative elements of such uses as dumpsters, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by the general public through the use of architectural features or earth berming and landscaping.

i. The general intent of the design and layout of Lot 1, Mayfair 2nd Addition Replat 8 is to develop the site for a mix of residential uses.

a. Building Height. Permitted building heights shall be the same as those listed in the R-3 High Density Residential District regulations unless otherwise approved by the City Council as part of a PUD Plan.

b. Building Setback. Building setbacks shall be the same as those listed in the R-3 High Density Residential District regulations unless otherwise approved by the City Council

as part of a PUD Site Plan. Specific to the PUD Site Plan, building setbacks along Hillcrest Plaza and S 97th Plaza will be 15-feet from the back-of-curb of the roadway.

c. Landscaping. Landscape screening along the north and west edges of the property needs to meet or exceed that of Exhibit "B" of the subdivision agreement for Mayfair 2nd Addition Replat Seven. Landscaping throughout the PUD shall be consistent with the PUD Site Plan map set, Exhibit "B" and La Vista's Commercial Building Design Guide and Criteria. A complete and detailed landscape plan shall be reviewed as part of the City's Design Review Approval process prior to building permit approval.

d. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.

C. Access and Off-Street Parking

i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.

ii. Off-Street Parking. Parking on lots in Lot 1 Mayfair 2nd Addition Replat 8 should be provided based on the aggregate ratio of one (1) per bedroom and 0.5 enclosed garages per unit. No parking related to the use will be allowed on South 99th Street, Hillcrest Plaza, S 97th Plaza, or any other off-site private parking area without specific approval.

D. Signage

All signs may be permitted with approval of a sign permit based upon the adopted sign regulations, except as modified herein. To the extent that the provisions of Sagewood PUD conflict with or are more restrictive than similar provisions provided in the La Vista Zoning Ordinance, the provisions of the Sagewood PUD shall control.

See the PUD Site Plan map set, Exhibit "B", for the proposed site signage approximate locations.

i. Subdivision Sign. The development shall have one free-standing Subdivision Sign in the location depicted on the PUD Site Plan. However, the sign needs to adhere to the Sight Triangle requirements and other regulations for Subdivision Signs as set forth within the Zoning Ordinance.

ii. Incidental On-Site Directional Signs. Incidental On-Site Directional Signs, such as signs indicating exits or the clubhouse and the pool, shall be consistent in design and color, or incorporate aesthetic features compatible with the architecture of the building, and shall not exceed six (6) square feet of sign area per sign.

Section 8. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 9. That this Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 5TH DAY OF JULY 2023.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, MMC
City Clerk

EXHIBIT A

Lot 1, Mayfair 2nd Addition Replat Eight, located in the SE ¼, Section 16, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska.

EXHIBIT B

CITY OF LA VISTA
PLANNING DIVISION
RECOMMENDATION REPORT

CASE NUMBERS: PPUD23-0003; PCUP23-0004; PRP23-0002 FOR HEARING ON: JULY 5, 2023
REPORT PREPARED ON: JUNE 16, 2023

I. GENERAL INFORMATION

A. APPLICANT(S):

Hubbell Development Services
(HRC Sagebrook Multifamily, LLC)
Attn: Josh Vickery
9719 Giles Road
La Vista, NE 68128

B. PROPERTY OWNER:

One Mayfair Place LLC
12408 S 36th Street
Bellevue, NE 68005

Lazlo's La Vista Property Holdings LLC
Attn: Eric Schafer
729 Q Street
Lincoln, NE 68508

C. LOCATION: Generally located northeast of the intersection of 99th Street and Hillcrest Plaza.

D. LEGAL DESCRIPTION: Lots 1-3 Mayfair 2nd Addition Replat Seven and Lot 2 Mayfair 2nd Addition Replat Three.

E. REQUESTED ACTION(S): Approval of a Planned Unit Development (PUD) Site Plan set and ordinance, Conditional Use Permit (CUP), Replat and subdivision agreement.

F. EXISTING ZONING AND LAND USE: On May 16, 2023 the City Council approved of an amendment to the official Zoning Map of the City of La Vista to rezone the subject property from C-1 Shopping Center Commercial with a Gateway Corridor District t(Overlay District), subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan, Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

G. PURPOSE OF REQUEST: Applicant is seeking to construct a mixed residential development consisting of a mixture of multi-family

apartment buildings, multi-plex residential buildings, and townhome-style residential units.

H. SIZE OF SITE: Approximately 15.77 acres.

II. BACKGROUND INFORMATION

A. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

Direction From Subject Property	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Urban Medium Intensity Residential	R-1 Single-Family Residential	Mayfair Residential Subdivision
East	Urban High Intensity Residential	R-3 High-Density Residential, PUD, and Gateway Corridor District (Overlay District). C-1 Shopping Center Commercial and Gateway Corridor District (Overlay District).	Cedarhurst Senior Living Primrose Childcare
South	Urban Commercial	C-1 Shopping Center Commercial and Gateway Corridor District (Overlay District).	Culver's, Kathol P.C. office building, Swimtastic Swim School, Five Points Bank
West	Urban Medium Intensity Residential	R-1 Single-Family Residential	Mayfair Residential Subdivision

B. RELEVANT CASE HISTORY:

1. Mayfair 2nd Addition Replat Three was approved by City Council on September 19, 2006.
2. Mayfair 2nd Addition Replat Seven was approved by City Council on October 18, 2016.
3. On December 20, 2022 the City Council of the City of La Vista approved a Comprehensive Plan Future Land Use Map amendment in relation to the approval of the La Vista Land Use Plan and Market Study. The Future Land Use Map amendment changed the future land use designation of the

properties that are the subject of this rezoning request from Commercial to Urban High Intensity Residential.

4. On May 16, 2023 the City Council approved of an amendment to the official Zoning Map of the City of La Vista to rezone the subject property from C-1 Shopping Center Commercial with a Gateway Corridor District (Overlay District), subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan, Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

C. APPLICABLE REGULATIONS:

1. Section 5.08 of the City of La Vista Zoning Ordinance – R-3 High Density Residential
2. Section 5.15 of the City of La Vista Zoning Ordinance – PUD Planned Unit Development District (Overlay District)
3. Section 5.17 of the City of La Vista Zoning Ordinance – Gateway Corridor District (Overlay District)
4. Section 6 of the City of La Vista Zoning Ordinance – Conditional Use Permits (CUP)
5. La Vista Subdivision Regulations

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the La Vista Comprehensive Plan designates this property as Urban High Intensity Residential.
2. The proposed project will meet Policy Live-2.2 of the La Vista Comprehensive Plan which reads: "Promote the development of housing types and supportive programs for people of retirement age, allowing residents to age in place with access to daily services." This policy directly promotes Goal 2 of the Live Long category of the Comprehensive Plan, which reads: "Maintain the balance of diverse, high-quality housing that appeals to people of varying backgrounds, incomes and abilities."
3. The La Vista Land Use Plan, dated December 20, 2022, specifically suggested multifamily development for the subject property through the Urban High Intensity Residential future land use designation. As stated in the description, developments within this land use shall, "...provide a range of housing products that fill gaps in missing product types, diversify the market, and create environments for all stages of life."

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. The proposed development would have two driveway connections, one on 99th Street and another onto Hillcrest Plaza. Another connection, through an existing easement on the Cedarhurst Senior Living development property, provides access to Brentwood Drive.
2. A traffic impact analysis (TIA) was required as part of the PUD/CUP/Replat review processes to determine the need for any traffic-related infrastructure investments.
3. A draft TIA was compiled by Felsburg, Holt, and Ullevig and provided to the City for review. This TIA was reviewed by the City's third-party consulting firm, HDR, with comments for proposed changes provided. The proposed changes have been provided to the applicant to make adjustments and resubmit prior to the review of the development by City Council. The TIA and comments from HDR are attached to this report.
4. The analysis was based on two different geometric scenarios. One that kept the full access intersection at 98th Plaza and Giles Road, and another that revised that intersection to operate as a right-in/right-out.
5. Based on the results for the 2024 and 2044 Buildout volumes under both geometric scenarios, it was determined that installing a signal at 99th Street & Giles Road and restricting access at 98th Street & Giles Road to a RIRO intersection is the preferred recommendation of the TIA. The development's involvement in the installation of this traffic signal will be handled through subdivision agreement that is required through the Replat approval process.
6. Various other near-term and long-term proposed improvements proposed in the TIA reflect the findings of the West Giles Road Corridor Study conducted by the City in the past year. Staff is reviewing each recommendation and will plan for implementation as necessary.
7. The developer and representatives of the senior living facility immediately to the east of the proposed development have agreed to reroute the pedestrian access on the south side of the senior living facility to provide a better pedestrian connection to the eastern half of the Mayfair commercial area. Other pedestrian connections depicted within the PUD Site Plan provide adequate access to the rest of the Mayfair subdivision.

D. UTILITIES:

1. The property has access to all necessary utilities.

E. PARKING REQUIREMENTS:

1. The minimum off-street parking stall requirements for the proposed development per Section 7.06 of the La Vista Zoning Ordinance and the number of proposed parking stalls for each lot in the development are as follows:

Lot #	Use	Required Stalls	Provided Stalls
Proposed Lot 1 Mayfair 2nd Add Replat Eight	Multi-Family	456	456

2. The proposed number of provided off-street parking stalls for the development exceeds the minimum number of stalls required by Section 7.06 of the La Vista Zoning Ordinance.
3. Per Section 7.05.09, multi-family housing developments shall provide a minimum of 0.5 enclosed garages per unit, but these garages may count toward the total number of parking spaces required. With 264 units, this requirement for the Sagewood Mixed Residential Development is to provide a minimum of 132 garage stalls. This proposal includes 193 garage stalls (6 garage stalls incorporated into each Lazio unit, 8 stalls incorporated into each Della unit; and 85 garages in stand-alone clusters.

IV. REVIEW COMMENTS:

1. Applicant is requesting to construct a mixed residential development consisting of 180 apartments in three, three-story buildings; six, one-story three-unit townhomes with attached garages; six two-story, five-unit townhomes; and nine, two-story, four-unit townhomes with attached parking. The development will also include a central clubhouse with a pool, additional stand-alone garage clusters, and pedestrian connections to the adjoining Mayfair commercial area.
2. The applicant has requested an allowance for a reduction in the front yard setback requirement for the R-3 High-Density Residential Zoning District from 30 feet to 15 feet along Hillcrest Plaza/S 97th Plaza. As Hillcrest Plaza/S 97th Plaza is an easement road with the property line resting near the centerline of the road, the City's standard setback measurement is conducted from the back-of-curb of the paved roadway. Allowances for this setback requirement reduction may be granted by City Council through the Planned Unit Development process, per Section 5.15.02.04 of the La Vista Zoning Ordinance.
3. The applicant has also requested allowances in relation to the Commercial Building Design Guide and Criteria of Gateway Corridor District. Allowances in relation to the design guidelines have been included in the draft PUD Ordinance. The draft PUD Ordinance is attached to this report.

4. The building, site, landscape design for each of the proposed building types is under review by the City's third-party Design Review Architect. This design review process must be substantially complete prior to the application for building permits. The exhibits within the final approved CUP that are related to the design of the development will be required to be updated prior to the recording of the CUP.
5. A subdivision agreement has been drafted and is attached to this report. It addresses items including but not limited to: public and private improvements, guarantees and performance bonds, etc.

V. STAFF RECOMMENDATION – PLANNED UNIT DEVELOPMENT:

Staff recommends approval of the PUD Site Plan and Ordinance, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

VI. PLANNING COMMISSION RECOMMENDATION – PLANNED UNIT DEVELOPMENT:

The Planning Commission met on June 15, 2023 and voted 5-0 to recommend approval of the approval of the PUD Site Plan and Ordinance, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

VII. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:

Staff recommends approval of the Conditional Use Permit, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, and the approval and recording of the final replat and subdivision agreement.

VIII. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:

The Planning Commission met on June 15, 2023 and voted 5-0 to recommend approval of the approval of the Conditional Use Permit, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, and the approval and recording of the final replat and subdivision agreement.

IX. STAFF RECOMMENDATION – REPLAT:

Staff recommends approval of the Replat, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, Conditional Use Permit, and the approval and recording of the subdivision agreement.

X. PLANNING COMMISSION RECOMMENDATION – REPLAT:

The Planning Commission met on June 15, 2023 and voted 5-0 to recommend approval of the approval of the Replat, subject to satisfaction of all applicable

requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, Conditional Use Permit, and the approval and recording of the subdivision agreement.

XI. ATTACHMENTS TO REPORT:

A. Vicinity Map
B. Staff Review Letters
C. Draft PUD Ordinance
D. PUD Site Plan map set
E. Draft Conditional Use Permit
F. Draft Traffic Impact Analysis and Third-Party Review Letter
G. Subdivision Agreement

XII. COPIES OF THE REPORT SENT TO:

A. Josh Vickery, Hubbell Development Services
B. Trevor Veskrna, Thompson, Dreessen & Dorner, Inc.
C. Public Upon Request

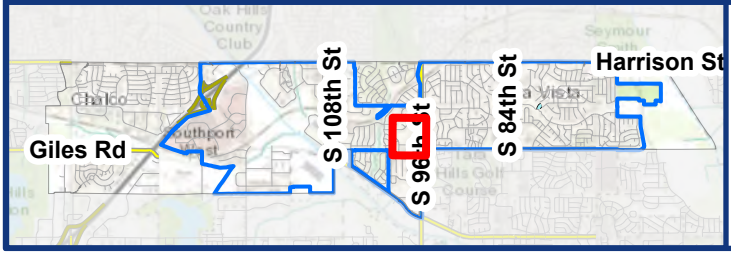
Prepared by: Deputy Community Development Director

6/28/23

Community Development Director Date



Vicinity Map - Hubbell Development Applications



Legend

- Property Lines
- Development Boundary

LA VISTA

LA VISTA
IMPROVE YOUR POINT OF VIEW.

April 14, 2023

TD2
Trevor Veskrna
10836 Old Mill Road
Omaha, NE 68154

RE: Mayfair Apartments – PUD, CUP & Replat Applications – Initial Review Letter
Lots 1-3 Mayfair 2nd Addition Replat Seven & Lot 2 Mayfair 2nd Addition Replat Three

Mr. Veskrna,

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 and Zoning Ordinance, the City has the following comments:

Replat Application

1. Subdivision Regulations Section 3.03.03 – Please include a phasing plan on the preliminary plat if the development is anticipated to be developed in phases.

2. Subdivision Regulations Section 3.03.09 – Please provide the approximate lot dimensions and square footage on the Preliminary Plat.

3. Subdivision Regulations Section 3.03.09 – Please indicate location, elevation, and size of public utilities on the Preliminary Plat.

4. Subdivision Regulations Section 3.03.16 – Please submit a copy of an erosion control plan for the site.

5. Subdivision Regulations Section 3.05.11 – On the Final Plat, the second Acknowledgment of Notary should be "Lazlo's La Vista Property Holdings, LLC" per recorded Warranty Deed.

6. Subdivision Regulations Section 3.05.14 – On the Final Plat, please use the City of La Vista Approval Block as described in Section 10.04 of the Subdivision Regulations.

7. Subdivision Regulations Section 3.05.16 – On the Final Plat, please include a block for the Sarpy County Register of Deeds.

8. Subdivision Regulations Section 3.05.17 – On the Final Plat, please include a block for review by Sarpy County Public Works.

9. Subdivision Regulations Section 3.05.18 – If there will be a lender or lien holder for any of the properties included in the proposed development, please include a block for the approval of the lending institution on the Final Plat.

10. Subdivision Regulations Section 3.05.20 – Please provide copies of any restrictions or covenants affecting the subdivisions, or any parts thereof, if applicable.

11. Subdivision Regulations Section 3.05.24 – Please provide financial data showing the costs of all public improvements.

12. Subdivision Regulations Section 3.05.25 – A Subdivision Agreement will be necessary based upon the sewer connection provision, and/or public improvements that may be required based upon further technical reviews of the Traffic Impact Study and other application materials.

13. Subdivision Regulations Section 3.08.03.2 - The side lot line easement between each property will need to be released with any telecom and/or utility provider that may be within the easement. Easements will need to be released prior to recording of the Replat.

14. Zoning Ordinance Section 15.04.03 – Financial assurances will be required through the Subdivision Agreement for the value of the required public improvements, which will include sidewalks and other improvements that may arise from further technical review of the proposed development.

15. General Comment: The Sarpy County Surveyor provided the City with a letter on March 27, 2023 explaining that several comments/questions they had were discussed with your survey team and that they would be addressed in an updated version of the Final Plat. Please provide this updated plat for further review by the City and Sarpy County Surveyor.

Planned Unit Development & Conditional Use Permit Applications

16. Zoning Ordinance Section 5.15.04.01 – Please submit an anticipated schedule of construction.

17. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 – Please submit a Traffic Impact Study (TIS), inclusive of peaking factors, for the proposed development.

18. Zoning Ordinance Section 5.15.04.05 - Please confirm that the proposed usage will not exceed the capacity of the existing public sanitary sewer.

19. Zoning Ordinance Section 5.15.04.07 and 5.15.04.22 – Please provide a photometric plan to the City for review to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Please ensure that the boundaries/calculations of the photometric study extend thirty feet beyond your property line(s). When preparing the photometric plan, please note that there is a specific site lighting fixture approved for the Gateway Corridor, with details on this fixture included in the Gateway Corridor District Design Guidelines.

20. Zoning Ordinance Section 5.15.04.07 and 5.15.04.16 – Proper pedestrian access shall be provided between each building within the planned unit development. Sidewalks will be required along each side of the road(s) throughout the development, not just on one side. This sidewalk access should be continued to the north access point near Brentwood Drive as well.

21. Zoning Ordinance Section 5.15.04.08 – Please review the parking statistics table on the PUD site plan and correct as necessary. The multi-family garage requirement (0.5 garage stalls per unit) will be applied to the entire site (as a multi-family development), not just the apartment buildings. The garage stalls included in the Lazio and Della units would count toward this requirement.

22. Zoning Ordinance Section 5.15.04.09 – The landscape screening along the north and west edges of the property needs to meet or exceed that of Exhibit "B" of the subdivision agreement for Mayfair 2nd Addition Replat Seven. This exhibit has been enclosed, along with the referencing page of the subdivision agreement. The full agreement is available upon request.

23. Zoning Ordinance Section 5.15.04.13 – Please provide provisions for ownership and maintenance of the common open spaces to ensure timely maintenance of said spaces.

24. Zoning Ordinance Section 5.15.04.17 – The standard of measurement of setbacks along easement roads in the La Vista Zoning Jurisdiction is to measure from the back edge of the curb of the paved roadway. Please include a table on the PUD Site Plan that depicts the allowed setbacks of the R-3 Zoning District and include a note stating width of the reduced setback along Hillcrest Plaza.

25. Zoning Ordinance Section 5.15.04.19 - Please confirm that the Cobalt building type units (3 buildings) on the southeast corner of the property have the front doors and front building facades facing Hillcrest Plaza, and that the rear of the buildings are internal to the site.

26. Zoning Ordinance Section 5.15.05.02.4 – Please confirm that perimeter sidewalk locations and dimensions are compliant with Section 4.20 of the Subdivision Regulations. The requirements of Section 4.20 include, but are not limited to: the pavement width be a minimum of 5 feet, pavement thickness shall be a minimum 4 inches, there shall be a minimum distance of 6 feet between edge of the sidewalk walk and curb, and that all sidewalks and crossings must be compliant with the standards of the Americans with Disabilities Act.

27. Zoning Ordinance Section 5.15.05.03.2 – On the PUD site plan, please provide the density calculation in dwelling units per acre for the entire development (including every unit type).

28. Zoning Ordinance Section 5.15.05.03.4 – On the PUD site plan, please provide the percentage of the development plan that is provided for common open space, as defined by this regulation.

29. Zoning Ordinance Section 5.15.05.04 and 6.05.02 – To accompany the PCSMP sheets that were submitted with the Preliminary Plat, please submit a full Post Construction Stormwater Management Plan inclusive of a drainage study report with calculations.

30. Zoning Ordinance Section 5.15.05.04 – Please provide adequate sanitary sewer information (drawings/statement) for the disposition of said utility.

31. Zoning Ordinance Section 5.15.05.08 – Please describe the provisions that will be made for the care and maintenance of the recreational facilities proposed.

32. Zoning Ordinance Section 5.15.05.09 – Please submit any restrictive covenants that are to be recorded with the property, if applicable.

33. General comment - Confirm that the row of Cobalt building types are clear of the existing Storm Sewer Easement generally running northeast of the bend of Hillcrest Plaza/100 year Storm Sewer Easement in the southeast portion of the lot as shown on the Final Plat.

34. General comment - Confirm the apartment building type on the south side of the lot is clear of the existing Sanitary Sewer Easement as shown on the Final Plat.

35. General comment – Please include the intended operating hours for the leasing office and clubhouse in the operating statement for the Conditional Use Permit application.

General Development Comments

36. The building design for each of the proposed buildings must be reviewed as part of the design review process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes, with the exception of the review of the landscaping plan. The landscaping plan is currently under review and additional comments may be forthcoming.

37. A letter sent to Hubbell Development Services from Cedarhurst Senior Living dated March 29, 2023 was forwarded to the City, and included several requests/proposed changes to the development site plan. Please confirm that you received this letter, and please let us know how you intend to respond to this letter.

    Additionally, please provide confirmation of conversations with ownership representation of the intent to utilize the access easement at the north end of their property as well as the intention the connect to (and reroute) the sidewalk connection on the south side of their property.

38. A draft of the Conditional Use Permit will be provided upon review of the revised documents.

Please resubmit 2 paper copies of the Preliminary and Final Plats, PUD and CUP site plans, and other supporting documentation requested in this letter (including electronic copies) to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter. 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
(402) 593-6400

cc:

Josh Vickery, Hubbell Development Services
Doug Kellner, TD2
Bruce Fountain, Community Development Director – City of La Vista
Cale Brodersen, Associate City Planner – City of La Vista
Pat Dowse, City Engineer – City of La Vista

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Road
Omaha, NE 68154
402 330-8860

May 9, 2023

City of La Vista
Chris Solberg, Deputy Community Development Director
8816 Park View Blvd.
La Vista, NE 68128

RE: Mayfair Apartments – PUD, CUP, and Replat Applications – Initial Review Letter
Lots 1 – 3, Mayfair 2nd Addition Replat Seven & Lot 2, Mayfair 2nd Addition Replat Three

Mr. Solberg,

Below are responses to the comments on the Mayfair Apartments – PUD, CUP, and Replat Initial Review Letter dated April 14, 2023. The city comments are listed below followed by our responses in bold. Additionally, the developer has requested to rename the plat from Mayfair 2nd Addition, Lot 1, to Sagebrook, Lot 1.

1. Subdivision Regulations Section 3.03.03 - Please include a phasing plan on the preliminary plat if the development is anticipated to be developed in phases.
A proposed phasing plan has been included with this submittal as Exhibit 2.

2. Subdivision Regulations Section 3.03.09 - Please provide the approximate lot dimensions and square footage on the Preliminary Plat.
Lot dimensions and square footage have been added to the Preliminary Plat.

3. Subdivision Regulations Section 3.03.09 - Please indicate location, elevation, and size of public utilities on the Preliminary Plat.
Public utilities have been added to the Preliminary Plat. Per information obtained from TD2's survey, all public utilities are adequately sized to support the proposed project.

4. Subdivision Regulations Section 3.03.1 6 - Please submit a copy of an erosion control plan for the site.
The erosion control plan is included in the Preliminary Plat as Exhibit B.

5. Subdivision Regulations Section 3.05.1 1 - On the Final Plat, the second Acknowledgment of Notary should be "Lazlo's La Vista Property Holdings, LLC" per recorded Warranty Deed.
Updated.

6. Subdivision Regulations Section 3.05.14 - On the Final Plat, please use the City of La Vista Approval Block as described in Section 10.04 of the Subdivision Regulations.
Added.

7. Subdivision Regulations Section 3.05.1 6 - On the Final Plat, please include a block for the Sarpy County Register of Deeds.
   Updated.

8. Subdivision Regulations Section 3.05.17 - On the Final Plat, please include a block for review by Sarpy County Public Works.
   Added.

9. Subdivision Regulations Section 3.05.18 - If there will be a lender or lien holder for any of the properties included in the proposed development, please include a block for the approval of the lending institution on the Final Plat.
   Lender and lien holder information will be added to the Final Plat prior to being recorded if applicable.

10. Subdivision Regulations Section 3.05.20 - Please provide copies of any restrictions or covenants affecting the subdivisions, or any parts thereof, if applicable.
    A draft Subdivision Agreement is currently in progress and will be submitted to the city for review as soon as it is available.

11. Subdivision Regulations Section 3.05.24 - Please provide financial data showing the costs of all public improvements.
    Financial data for public improvements will be included with the Subdivision Agreement.

12. Subdivision Regulations Section 3.05.25 - A Subdivision Agreement will be necessary based upon the sewer connection provision, and/or public improvements that may be required based upon further technical reviews of the Traffic Impact Study and other application materials.
    Acknowledged. A draft Subdivision Agreement is currently in progress.

13. Subdivision Regulations Section 3.08.03.2 - The side lot line easement between each property will need to be released with any telecom and/or utility provider that may be within the easement. Easements will need to be released prior to recording of the replat.
    Acknowledged. We are currently in the process of releasing easements.

14. Section 15.04.03 - Financial assurances will be required through the Subdivision Agreement for the value of the required public improvements, which will include sidewalks and other improvements that may arise from further technical review of the proposed development.
    Acknowledged. A draft Subdivision Agreement is currently in progress.

15. General Comment: The Sarpy County Surveyor provided the city with a letter on March 27, 2023, explaining that several comments/questions they had were discussed with your survey team and that they would be addressed in an updated version of the Final Plat. Please provide this updated plat for further review by the city and Sarpy County Surveyor.
Acknowledged.

16. Zoning Ordinance Section 5.1 5.04.01 - Please submit an anticipated schedule of construction.
A preliminary construction schedule has been included with this submittal as Exhibit 3.

17. Zoning Ordinance Sections 5.1 5.04.04, 6.05.04, 6.05.05, and 6.05.10 - Please submit a Traffic Impact Study (TIS), inclusive of peaking factors, for the proposed development.
A traffic study has been completed and the draft report has been submitted to the city for review.

18. Zoning Ordinance Section 5.1 5.04.05 - Please confirm that the proposed usage will not exceed the capacity of the existing public sanitary sewer.
The existing sanitary sewer has capacity to accommodate the proposed project. A Sanitary Sewer Capacity Exhibit, "Ex.1", has been included with this submittal.

19. Zoning Ordinance Section 5.1 5.04.07 and 5.15.04.22 - Please provide a photometric plan to the City for review to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Please ensure that the boundaries/calculations of the photometric study extend thirty feet beyond your property line(s). When preparing the photometric plan, please note that there is a specific site lighting fixture approved for the Gateway Corridor, with details on this fixture included in the Gateway Corridor District Design Guidelines.
Acknowledged. A photometric light plan is currently being prepared and will be submitted to the city for review as soon as it is available.

20. Zoning Ordinance Section 5.15.04.07 and 5.15.04.16 - Proper pedestrian access shall be provided between each building within the planned unit development. Sidewalks will be required along each side of the road(s) throughout the development, not just on one side. This sidewalk access should be continued to the north access point near Brentwood Drive as well.
Additional sidewalks have been added on both sides of the street to provide each unit with sidewalk access. The sidewalk has been extended to the access point with Lot 2, Mayfair 2nd Addition Replat 5.

21. Zoning Ordinance Section 5.1 5.04.08 - Please review the parking statistics table on the PUD site plan and correct as necessary. The multi-family garage requirement (0.5 garage stalls per unit) will be applied to the entire site (as a multi-family development), not just the apartment buildings. The garage stalls included in the Lazio and Della units would count toward this requirement.
The garage count has been updated in the Parking Statistics table to reflect this.

22. Zoning Ordinance Section 5.15.04.09 - The landscape screening along the north and west edges of the property needs to meet or exceed that of Exhibit "B" of the subdivision agreement for Mayfair 2nd Addition Replat Seven. This exhibit has been enclosed, along with the referencing page of the subdivision agreement. The full agreement is available upon request.
The landscaping along the north and west property lines has been updated to match Exhibit B of the subdivision agreement for Mayfair 2nd Addition Replat Seven.

23. Zoning Ordinance Section 5.15.04.13 - Please provide provisions for ownership and maintenance of the common open spaces to ensure timely maintenance of said spaces.
Ownership and maintenance will be included in the Subdivision Agreement.

24. Zoning Ordinance Section 5.15.04.17 - The standard of measurement of setbacks along easement roads in the La Vista Zoning Jurisdiction is to measure from the back edge of the curb of the paved roadway. Please include a table on the PUD Site Plan that depicts the allowed setbacks of the R-3 Zoning District and include a note stating width of the reduced setback along Hillcrest Plaza.
A setback requirement table has been added to the PUD Site Plan. The required front yard setback in R-3 for multi-family use types is 30 feet. The proposed front yard setback is 15 feet from the back of curb along Hillcrest Plaza and 30 feet from the property line along 99th Street.

25. Zoning Ordinance Section 5.15.04.19 - Please confirm that the Cobalt building type units (3 buildings) on the southeast corner of the property have the front doors and front building facades facing Hillcrest Plaza, and that the rear of the buildings are internal to the site.
Cobalt unit front doors face Hillcrest Plaza.

26. Zoning Ordinance Section 5.15.05.02.4 - Please confirm that perimeter sidewalk locations and dimensions are compliant with Section 4.20 of the Subdivision Regulations. The requirements of Section 4.20 include but are not limited to: the pavement width be a minimum of 5 feet, pavement thickness shall be a minimum 4 inches, there shall be a minimum distance of 6 feet between edge of the sidewalk walk and curb, and that all sidewalks and crossings must be compliant with the standards of the Americans with Disabilities Act.
Perimeter sidewalk locations and dimensions are compliant with Section 4.20 of the Subdivision Regulations.

27. Section 5.15.05.03.2 - On the PUD site plan, please provide the density calculation in dwelling units per acre for the entire development (including every unit type).
The density calculation has been added to the building statistics table on the PUD Site Plan.

28. Zoning Ordinance Section 5.15.05.03.4 - On the PUD site plan, please provide the percentage of the development plan that is provided for common open space, as defined by this regulation.
Open space percentage is shown in the site statistics table on the PUD Site Plan.

29. Zoning Ordinance Section 5.15.05.04 and 6.05.02 - To accompany the PCSMP sheets that were submitted with the Preliminary Plat, please submit a full Post Construction Stormwater Management Plan inclusive of a drainage study report with calculations.
A draft drainage study has been included with this submittal. A complete drainage study with pipe and inlet sizing calculations will be included with the construction documents and submitted as part of the PCSMP review with the city.

30. Zoning Ordinance Section 5.15.05.04 - Please provide adequate sanitary sewer information (drawings/statement) for the disposition of said utility.
The proposed on site sanitary sewer is 8" PVC and is shown on the PUD Utility Plan and the Preliminary Plat Utility Plan.

31. Zoning Ordinance Section 5.1 5.05.08 - Please describe the provisions that will be made for the care and maintenance of the recreational facilities proposed.
Care and maintenance provisions will be included in the Subdivision Agreement.

32. Zoning Ordinance Section 5.15.05.09 - Please submit any restrictive covenants that are to be recorded with the property, if applicable.
A draft subdivision agreement is currently in progress.

33. General comment - Confirm that the row of Cobalt building types are clear of the existing Storm Sewer Easement generally running northeast of the bend of Hillcrest Plaza/ 100-year Storm Sewer Easement in the southeast portion of the lot as shown on the Final Plat.
The Cobalt buildings have been shifted to avoid the existing Storm Sewer Easement.

34. General comment - Confirm the apartment building type on the south side of the lot is clear of the existing Sanitary Sewer Easement as shown on the Final Plat.
Apartment Building 3 currently conflicts with the existing Sanitary Sewer Easement. Coordination with the city is on-going to release this easement. At this time, sanitary sewer is not known to exist within this easement.

35. General comment - Please include the intended operating hours for the leasing office and clubhouse in the operating statement for the Conditional Use Permit application.
An updated operation statement has been included with this submittal.

36. The building design for each of the proposed buildings must be reviewed as part of the design review process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes, with the exception of the review of the landscaping plan. The landscaping plan is currently under review and additional comments may be forthcoming.
Acknowledged.

37. A letter sent to Hubbell Development Services from Cedarhurst Senior Living dated March 29, 2023, was forwarded to the city, and included several requests/proposed changes to the development site plan. Please confirm that you received this letter, and please let us know how you intend to respond to this letter.
Hubbell Development Services has received this letter and has been in communication with Cedarhurst Senior Living. Additional landscaping will be provided between the Della units and the senior living.

    Additionally, please provide confirmation of conversations with ownership representation of the intent to utilize the access easement at the north end of their property as well as the intention the connect to (and reroute) the sidewalk connection on the south side of their property.
    Hubbell Development Services has been in communication with ownership for the connection to the north access and south sidewalk.

38. A draft of the Conditional Use Permit will be provided upon review of the revised documents.
Acknowledged.

We appreciate the City of La Vista's efforts in preparing this review. We would like to continue working the city to address any unresolved or outstanding items. Please contact us with any questions or concerns.

Respectfully submitted,

Trevor Veskrna, P.E.
THOMPSON, DREESSEN & DORNER, INC.

TV/alj

LA VISTA
IMPROVE YOUR POINT OF VIEW.

May 26, 2023

TD2
Trevor Veskrna
10836 Old Mill Road
Omaha, NE 68154

RE: Mayfair Apartments – PUD, CUP & Replat Applications – 2nd Review Letter
Lots 1-3 Mayfair 2nd Addition Replat Seven & Lot 2 Mayfair 2nd Addition Replat Three

Mr. Veskrna,

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 and Zoning Ordinance, the City has the following comments:

Replat Application

1. General Comment – A draft subdivision agreement was received by the City on May 24, 2023. We will commence our review of the draft agreement and provide comments once drafted.

Planned Unit Development & Conditional Use Permit Applications

2. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 – The submitted Traffic Impact Study (TIS) is currently under review by the City's third-party reviewer. A response to the study is expected sometime next week. The City Engineer does not expect substantive changes to the TIS or the development based on the comments of the third-party reviewer.

However, if any changes are required, these changes need to be provided and reviewed prior to consideration of the items under review in this letter by the City Council.

3. Zoning Ordinance Section 5.15.04.07 and 5.15.04.22 – A photometric plan was submitted and reviewed to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Staff approves of the proposed photometric plan.

4. Zoning Ordinance Section 5.15.04.08 – Please provide parking stall counts inclusive of ADA considerations.

5. General comment – Staff plans to include verbiage within the resolution that approves of the proposed Final Plat to remove the existing Sanitary Sewer Easement on the south side as part of the approval process.

6. Zoning Ordinance Section 5.15.04.07 and 5.15.04.16 – To complete the sidewalk network in the development to provide adequate pedestrian connectivity, please update the plan to include the two sidewalk connections noted in red on the plan in Exhibit A, attached to this letter.

General Development Comments

7. Elevations of the sanitary sewer and other pertinent utilities will need to be provided prior to the issuance of a building permit.

8. The building design for each of the proposed buildings must be reviewed as part of the formal design review application process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes.

   Further refinement of the design of the garages and the site landscaping will be of specific consideration during this process.

9. A draft of the Conditional Use Permit has been attached for your review.

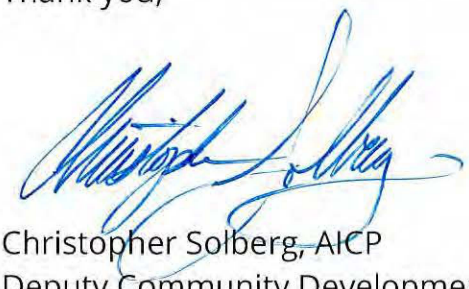
10. A draft Planned Unit Development ordinance will be provided in the coming weeks that addresses the setbacks for the development and the allowances

provided within the PUD area in relation to the Gateway Corridor District Design Guidelines.

Please resubmit 2 paper copies of the Preliminary and Final Plats, PUD and CUP site plans, and other supporting documentation requested in this letter (including electronic copies) to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter by June 5, 2023.

We have added these applications to the agenda for the June 15th Planning Commission meeting. Please have someone in attendance at the meeting to present the project and answer any questions as necessary. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,



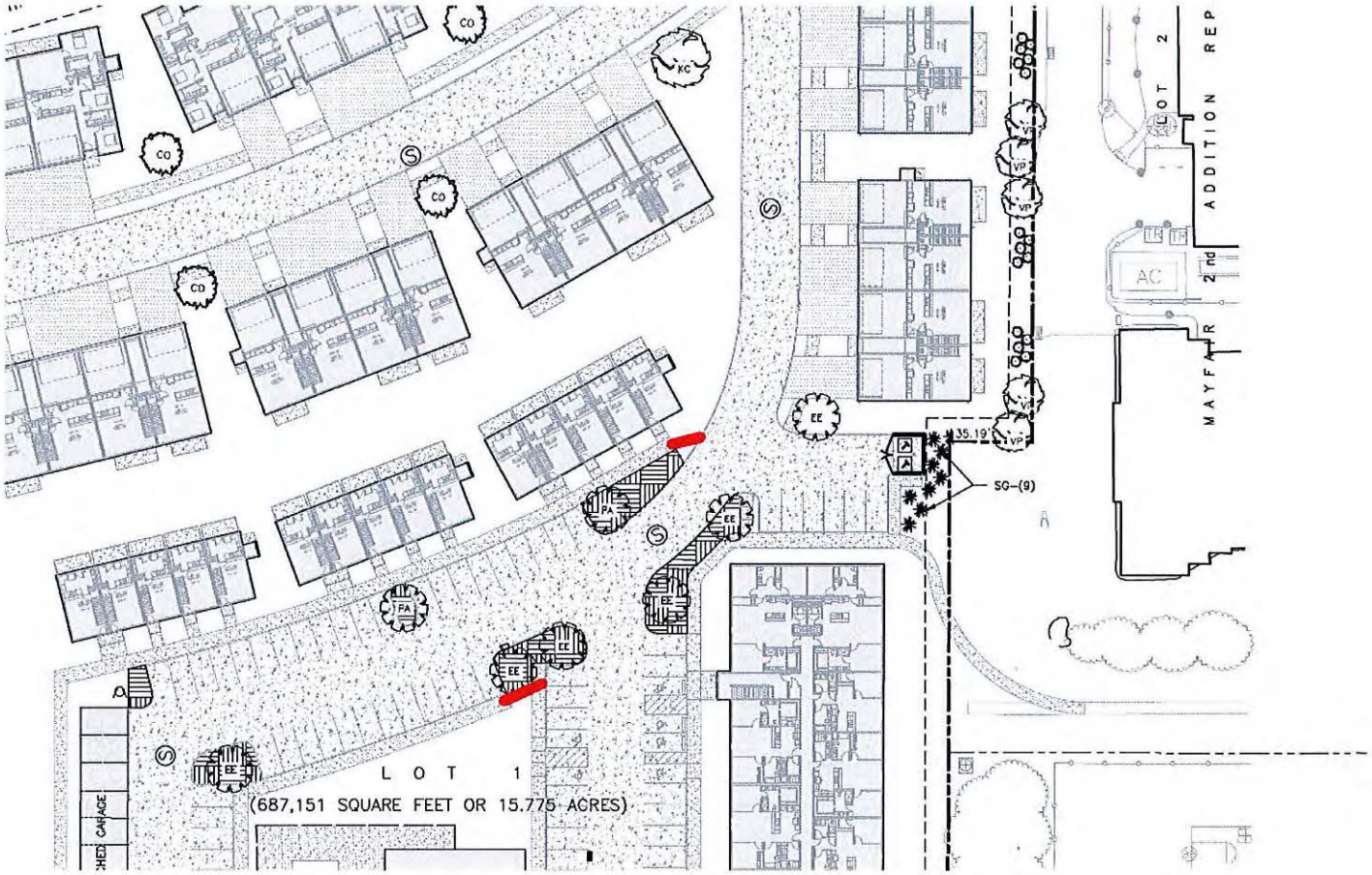
Christopher Solberg, AICP
Deputy Community Development Director
City of La Vista
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(402) 593-6400

cc:

Josh Vickery, Hubbell Development Services
Doug Kellner, TD2
Bruce Fountain, Community Development Director – City of La Vista
Cale Brodersen, Associate City Planner – City of La Vista
Pat Dowse, City Engineer – City of La Vista

Enclosure

Exhibit A – Sidewalk Additions



TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Road
Omaha, NE 68154
402 330-8860

June 2, 2023

City of La Vista
Chris Solberg, Deputy Community Development Director
8816 Park View Blvd.
La Vista, NE 68128

RE: Mayfair Apartments – PUD, CUP, and Replat Applications – 2nd Review Letter
Lots 1 – 3, Mayfair 2nd Addition Replat Seven & Lot 2, Mayfair 2nd Addition Replat Three
TD2 File No. 2253-109

Mr. Solberg,

Below are responses to the comments on the Mayfair Apartments – PUD, CUP, and Replat 2nd Review Letter dated May 26, 2023. The city comments are listed below followed by our responses in bold.

1. General Comment - A draft subdivision agreement was received by the City on May 24, 2023. We will commence our review of the draft agreement and provide comments once drafted.
Acknowledged.

2. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 - The submitted Traffic Impact Study (TIS) is currently under review by the City's third-party reviewer. A response to the study is expected sometime next week. The City Engineer does not expect substantive changes to the TIS or the development based on the comments of the third-party reviewer. However, if any changes are required, these changes need to be provided and reviewed prior to consideration of the items under review in this letter by the City Council.
Acknowledged.

3. Zoning Ordinance Section 5.1 5.04.07 and 5.15.04.22 - A photometric plan was submitted and reviewed to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Staff approves of the proposed photometric plan.
Acknowledged.

4. Zoning Ordinance Section 5.1 5.04.08 - Please provide parking stall counts inclusive of ADA considerations.
ADA parking parameters and requirements have been added to the Parking Statistics table on the PUD and CUP Site Plan.

5. General comment - Staff plans to include verbiage within the resolution that approves of the proposed Final Plat to remove the existing Sanitary Sewer Easement on the south side as part of the approval process.
Acknowledged.

6. Zoning Ordinance Section 5.15.04.07 and 5.1 5.04.1 6 - To complete the sidewalk network in the development to provide adequate pedestrian connectivity, please update the plan to include the two sidewalk connections noted in red on the plan in Exhibit A, attached to this letter.
   Sidewalks have been added per Exhibit A.

7. Elevations of the sanitary sewer and other pertinent utilities will need to be provided prior to the issuance of a building permit.
   Acknowledged.

8. The building design for each of the proposed buildings must be reviewed as part of the formal design review application process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes. Further refinement of the design of the garages and the site landscaping will be of specific consideration during this process.
   Acknowledged.

9. A draft of the Conditional Use Permit has been attached for your review.
   Received.

10. A draft Planned Unit Development ordinance will be provided in the coming weeks that addresses the setbacks for the development and the allowances provided within the PUD area in relation to the Gateway Corridor District Design Guidelines.
    Acknowledged.

We appreciate the City of La Vista's efforts in preparing this review. We would like to continue working the city to address any unresolved or outstanding items. Please contact us with any questions or concerns.

Respectfully submitted,

Trevor Veskrna, P.E.
THOMPSON, DREESSEN & DORNER, INC.

TDV/anr

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Planned Unit Development plan for the Sagebrook mixed residential development (the "Sagebrook Mixed Residential PUD") is hereby adopted for the following described real estate, to wit:

LEGAL DESCRIPTION

See Exhibit "A" attached hereto and made a part hereof.

Section 2. The Sagebrook Mixed Residential PUD is hereby adopted to provide for the development of a multiple-family housing development that in addition to apartments, will deliver a variety of currently missing or lacking housing product types to the community. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, development and build-out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

Section 3. Definitions

Unless a contrary intent is clearly indicated herein, the following words and phrases shall have the following meanings, regardless of whether or not capitalized:

A. "Apartments" shall mean a three-story, sixty-unit multi-family unit building type. The Apartments unit type shall utilize the detached enclosed garages provided within the development to achieve the enclosed garage parking requirement for multi-family developments.

B. "Cobalt Townhome" shall mean a two-story townhome style unit type specific to this development that includes five units in a townhome-style structure with no enclosed parking spaces. The Cobalt Townhome unit type shall utilize the detached enclosed garages provided within the development to achieve the enclosed garage parking requirement for multi-family developments.

C. "Della Townhome" shall mean a two-story townhome style unit type specific to this development that includes four units in a townhome-style structure with enclosed parking spaces on the ground floor of the building.

D. "Developer" shall mean HRC Sagebrook Multifamily, LLC (d.b.a. Hubbell Development Services), their successors and assigns.

E. "Gateway Corridor District" or "La Vista Gateway Corridor District" shall mean the City's overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district. Developments within this overlay zoning district shall be subject to the Commercial Building Design Guide and Criteria dated March 2, 2021.

F. "Lazio Townhome" shall mean a single-story townhome-style unit type specific to this development that includes three units in a townhome style of structure with attached, enclosed parking spaces.

G. "Mixed Residential" shall mean a development consisting of a mix of apartments, rowhouses, townhomes, and single-story homes. Typical building heights are 1-3 stories, with a walkable environment that provides connectivity to adjoining retail and services.

H. "Open Space" shall mean anything on the site except buildings, parking lot and vehicular circulation, generally pervious, but may include well-landscaped pedestrian places, pools, pool decks and roof gardens.

I. "Plat" or "the Plat," shall mean the final plat of the Subdivision approved by the City Council or an administrative plat approved by staff.

J. "Sagewood Mixed Residential PUD" shall mean the planned unit development that is subject to this Ordinance, as developed and approved, that outlines certain provisions for the development of the Subdivision and its uses. Such plan shall consist of the final plat, design guideline allowances, landscaping, etc.

K. "Subdivision" shall mean the 15.77 acres of land described in Exhibit "A" hereto, to be known as "Mayfair 2nd Addition Replat Eight".

Section 4. Parcel Identification Map

Attached hereto and made a part of Sagewood Mixed Residential PUD for parcel delineation is the Parcel Identification Map for the Sagewood Mixed Residential PUD marked as Exhibit "B".

Section 5. Conceptual Site Plan

A conceptual site plan for each parcel shall be submitted to the City for approval prior to any lot development within said parcel.

Section 6. Building Design Guidelines and Criteria

All applications shall adhere to the requirements of the Commercial Building Design Guide and Criteria dated March 2, 2021, unless expressly allowed otherwise through this PUD ordinance.

Prior to the issuance of a building permit, the City, Developer and the applicant shall have mutually agreed upon a specific design plan that complies with such criteria.

Allowances specific to this development provide for variation from the Commercial Building Design Guide and Criteria in relation to each specific building type:

A. Lazio Townhome – The primary building material for the front elevation of the building shall be brick (clay or stone) with its color selected for harmony of the building with adjoining buildings within its subdivision. A three-foot base course of brick (clay or stone) shall be required along the side elevations. Other secondary building materials shall have good architectural character and shall be selected for harmony of the building with adjoining buildings.

   Architectural features such as decorative moldings, windows, shutters, dormers, chimneys, balconies and railings, and landscaped elements such as lattices are strongly encouraged to provide additional detail to a façade. However, these elements shall have good proportions and relationships to one another.

   Monotony of design shall be avoided. Variations of detail, form, and siting shall be used to provide visual interest.

B. Cobalt Townhome – The primary building material for the front elevation of the building shall be brick (clay or stone) with its color selected for harmony of the building with adjoining buildings within its subdivision. A three-foot base course of brick (clay or stone) shall be required along the side elevations. Other secondary building materials shall have good architectural character and shall be selected for harmony of the building with adjoining buildings.

   Architectural features such as decorative moldings, windows, shutters, dormers, chimneys, balconies and railings, and landscaped elements such as lattices are strongly encouraged to provide additional detail to a façade. However, these elements shall have good proportions and relationships to one another.

   Monotony of design shall be avoided. Variations of detail, form, and siting shall be used to provide visual interest.

C. Della Townhome – The primary building material for the front elevation of the building shall be brick (clay or stone) with its color selected for harmony of the building with adjoining buildings within its subdivision. A three-foot base course of brick (clay or stone) shall be required along the side elevations. Other secondary building materials shall have good architectural character and shall be selected for harmony of the building with adjoining buildings.

   Architectural features such as decorative moldings, windows, shutters, dormers, chimneys, balconies and railings, and landscaped elements such as lattices are strongly encouraged to provide additional detail to a façade. However, these elements shall have good proportions and relationships to one another.

Monotony of design shall be avoided. Variations of detail, form, and siting shall be used to provide visual interest.

D. Apartments – The design of the apartment buildings within the PUD area shall meet La Vista's Commercial Building Design Guide and Criteria and the Zoning Ordinance.

E. Clubhouse – The design of the complex clubhouse within the PUD area shall meet La Vista's Commercial Building Design Guide and Criteria and the Zoning Ordinance.

F. Garages – A three-foot base course of brick (clay or stone) shall be required along the front (where not impeded by garage doors), back and side elevations. Garages shall also utilize planar differentiation to break up the long façade of the back elevation.

General Additional Design Guidelines:

A. Exterior building-mounted lighting shall limit impact upon adjoining properties as depicted within the PUD Photometric Plan included within Exhibit "B". Exposed bulbs shall not be visible from adjoining residential areas.

   Pedestrian-scale lighting should be incorporated in outdoor areas such as pedestrian walkways, plazas, play lots and parking areas.

B. Pedestrian, bicycle and vehicle linkages should be provided to adjacent developments and uses.

C. Buildings should be placed to create a street presence and enhance neighborhood character.
   a. When adjacent to single-family residences, side and rear setbacks shall allow for a sufficient planter area to buffer impacts and screen undesirable views.

D. Garage doors throughout the development shall be enhanced through the use of raised panels, windows, and/or decorative hardware.

Unless specifically addressed above, the design criteria of the development must adhere to the guidelines set forth within La Vista's Commercial Building Design Guide and Criteria and the Zoning Ordinance.

Section 7. Conditions

All uses within the Subdivision shall adhere to the underlying zoning district except as herein provided.

A. General Conditions

   In addition, the following general site plan criteria shall be integrated into and made part of the Sagewood Mixed Residential PUD.

i. All subdivisions, public streets, public street rights-of-way and general development shall adhere to the standards and design criteria set forth in the La Vista Subdivision Regulations and the most current design standards adopted by the City of La Vista pertaining thereto unless otherwise stated within this Sagewood Mixed Residential PUD.

ii. Unless otherwise specified herein, the development of the Sagewood Mixed Residential PUD shall comply with the applicable La Vista Zoning District Regulations or any other applicable City Codes.

B. Land Use Design Criteria

Unless provided otherwise in this Sagewood Mixed Residential PUD, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate underlying zoning district shall apply to any development within Lot 1 Mayfair 2nd Addition Replat 8. The negative elements of such uses as dumpsters, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by the general public through the use of architectural features or earth berming and landscaping.

i. The general intent of the design and layout of Lot 1, Mayfair 2nd Addition Replat 8 is to develop the site for a mix of residential uses.

a. Building Height. Permitted building heights shall be the same as those listed in the R-3 High Density Residential District regulations unless otherwise approved by the City Council as part of a PUD Plan.

b. Building Setback. Building setbacks shall be the same as those listed in the R-3 High Density Residential District regulations unless otherwise approved by the City Council as part of a PUD Site Plan. Specific to the PUD Site Plan, building setbacks along Hillcrest Plaza and S 97th Plaza will be 15-feet from the back-of-curb of the roadway.

c. Landscaping. Landscape screening along the north and west edges of the property needs to meet or exceed that of Exhibit “B” of the subdivision agreement for Mayfair 2nd Addition Replat Seven. Landscaping throughout the PUD shall be consistent with the PUD Site Plan map set, Exhibit “B” and La Vista’s Commercial Building Design Guide and Criteria. A complete and detailed landscape plan shall be reviewed as part of the City’s Design Review Approval process prior to building permit approval.

d. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.

C. Access and Off-Street Parking

i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and

subdivision agreement. Any deviation from this shall require the approval of the City.

ii. Off-Street Parking. Parking on lots in Lot 1 Mayfair 2nd Addition Replat 8 should be provided based on the aggregate ratio of one (1) per bedroom and 0.5 enclosed garages per unit. No parking related to the use will be allowed on South 99th Street, Hillcrest Plaza, S 97th Plaza, or any other off-site private parking area without specific approval.

D. Signage

All signs may be permitted with approval of a sign permit based upon the adopted sign regulations, except as modified herein. To the extent that the provisions of Sagewood PUD conflict with or are more restrictive than similar provisions provided in the La Vista Zoning Ordinance, the provisions of the Sagewood PUD shall control.

See the PUD Site Plan map set, Exhibit "B", for the proposed site signage approximate locations.

i. Subdivision Sign. The development shall have one free-standing Subdivision Sign in the location depicted on the PUD Site Plan. However, the sign needs to adhere to the Sight Triangle requirements and other regulations for Subdivision Signs as set forth within the Zoning Ordinance.

ii. Incidental On-Site Directional Signs. Incidental On-Site Directional Signs, such as signs indicating exits or the clubhouse and the pool, shall be consistent in design and color, or incorporate aesthetic features compatible with the architecture of the building, and shall not exceed six (6) square feet of sign area per sign.

Section 8. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 9. That this Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 5th DAY OF JULY 2023.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

EXHIBIT A

Lot 1, Mayfair 2nd Addition Replat Eight, located in the SE ¼, Section 16, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska.

EXHIBIT B

SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (SF/AC)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SF)	FLOOR AREA RATIO	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SF)	TOTAL OPEN SPACE (%)
LOT 1	R-3 (PUD) GATEWAY CORRIDOR DISTRICT SUB-AREA SECONDARY	687,151 SF 15.77 AC	180,843	26	333,048	0.49	246,146	440,627	64	246,146	36

PARKING STATISTICS

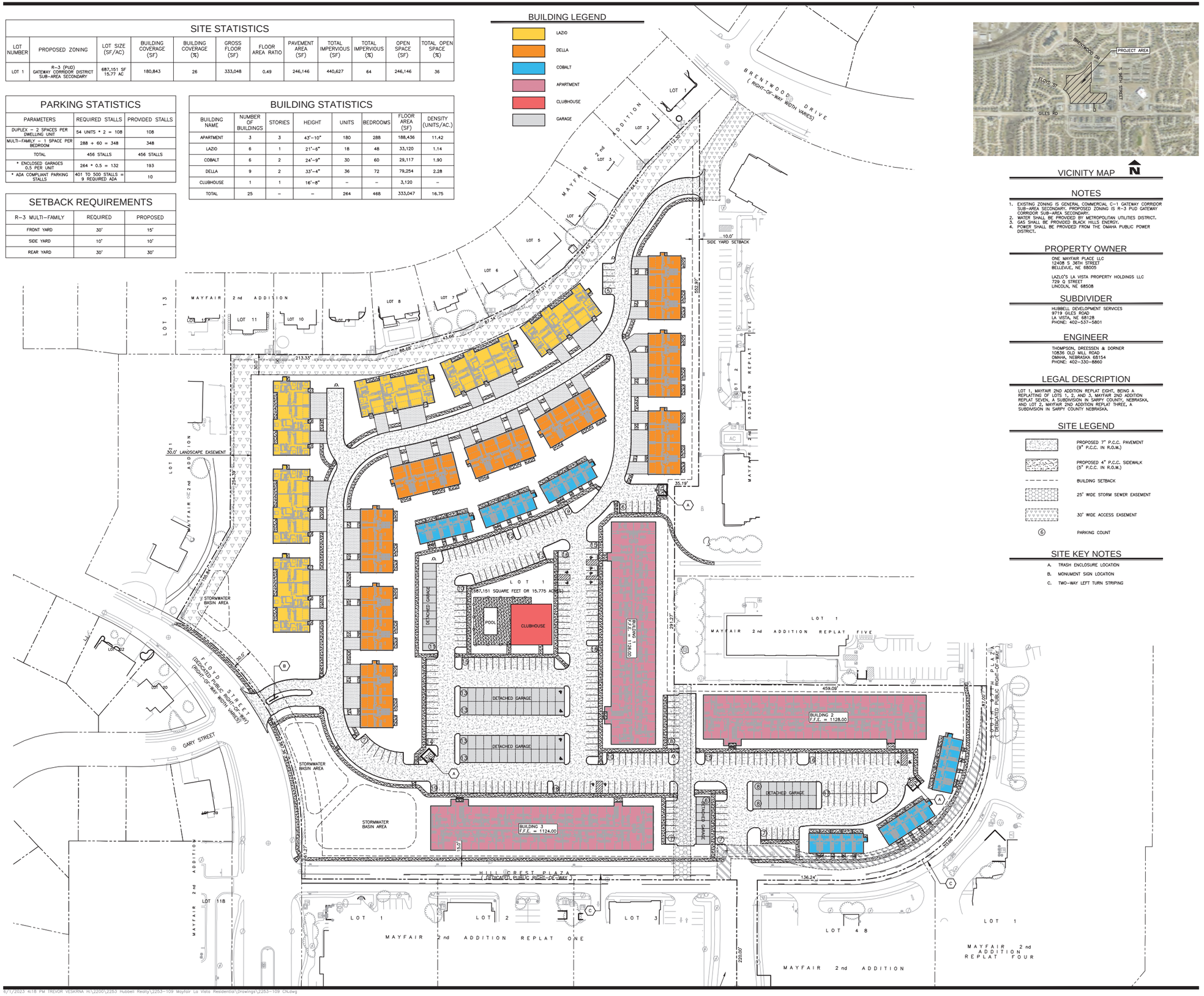
PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
DUPLEX - 2 SPACES PER DWELLING UNIT	54 UNITS * 2 = 108	108
MULTI-FAMILY - 1 SPACE PER BEDROOM	288 + 60 = 348	348
TOTAL	456 STALLS	456 STALLS
* ENCLOSED GARAGES 0.5 PER UNIT	264 * 0.5 = 132	193
* ADA COMPLIANT PARKING STALLS	401 TO 500 STALLS = 9 REQUIRED ADA	10

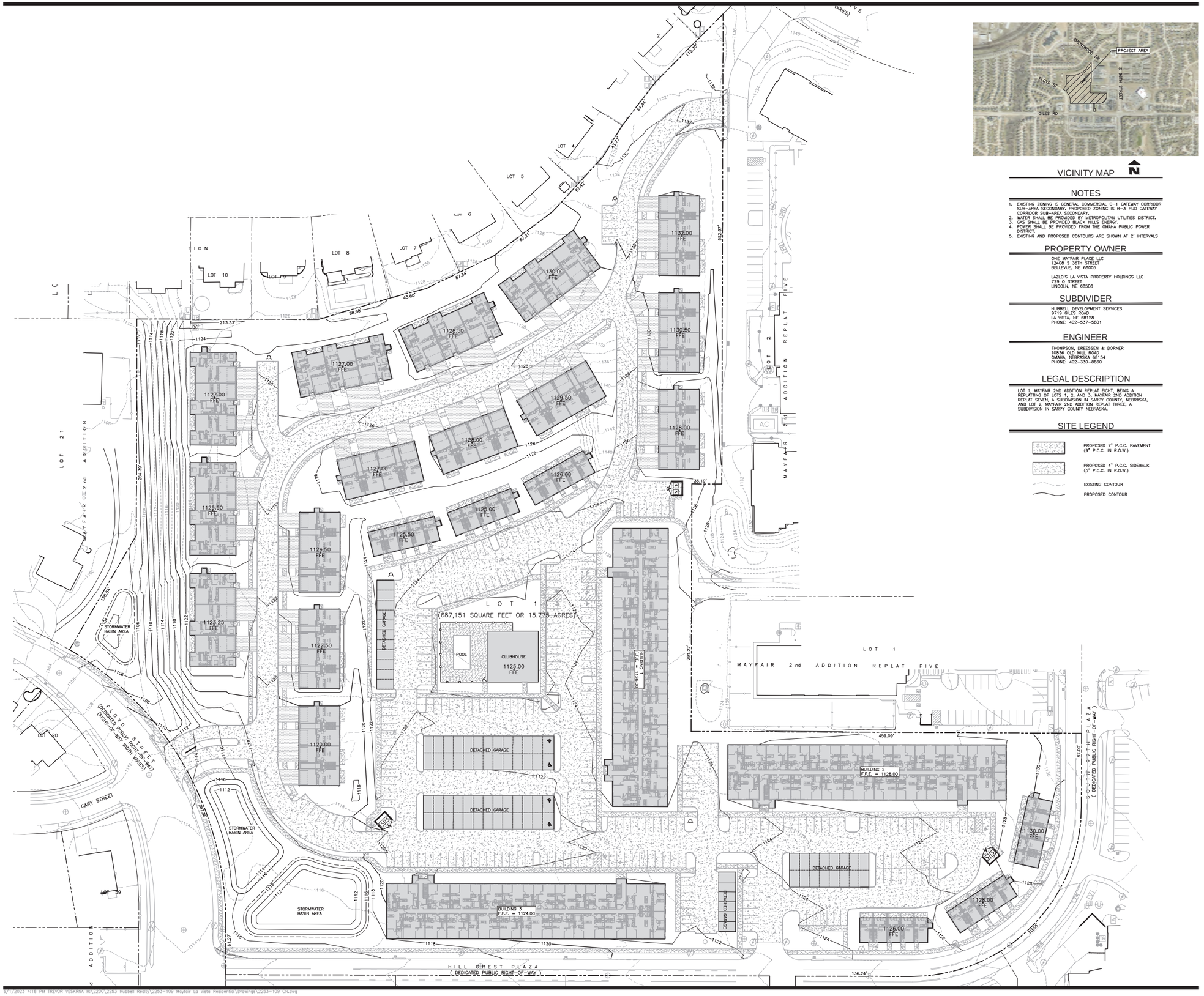
SETBACK REQUIREMENTS

R-3 MULTI-FAMILY	REQUIRED	PROPOSED
FRONT YARD	30'	15'
SIDE YARD	10'	10'
REAR YARD	30'	30'

BUILDING STATISTICS

BUILDING NAME	NUMBER OF BUILDINGS	STORIES	HEIGHT	UNITS	BEDROOMS	FLOOR AREA (SF)	DENSITY (UNITS/AC.)
APARTMENT	3	3	43'-10"	180	288	188,436	11.42
LAZIO	6	1	21'-6"	18	48	33,120	1.14
COBALT	6	2	24'-9"	30	60	29,117	1.90
DELLA	9	2	33'-4"	36	72	79,254	2.28
CLUBHOUSE	1	1	16'-8"	–	–	3,120	–
TOTAL	25	–	–	264	468	333,047	16.75





VICINITY MAP

NOTES

1. EXISTING ZONING IS GENERAL COMMERCIAL C-1 GATEWAY CORRIDOR SUB-AREA SECONDARY. PROPOSED ZONING IS R-3 PUD GATEWAY CORRIDOR SUB-AREA SECONDARY.
2. WATER SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
3. GAS SHALL BE PROVIDED BLACK HILLS ENERGY.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS

PROPERTY OWNER

ONE MAYFAIR PLACE LLC
12408 S 36TH STREET
BELLEVUE, NE 68005

LAZLO'S LA VISTA PROPERTY HOLDINGS LLC
729 Q STREET
LINCOLN, NE 68508

SUBDIVIDER

HUBBELL DEVELOPMENT SERVICES
9719 GILES ROAD
LA VISTA, NE 68128
PHONE: 402-537-5801

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

LOT 1, MAYFAIR 2ND ADDITION REPLAT EIGHT, BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

SITE LEGEND

- PROPOSED 7" P.C.C. PAVEMENT (9" P.C.C. IN R.O.W.)
- PROPOSED 4" P.C.C. SIDEWALK (5" P.C.C. IN R.O.W.)
- EXISTING CONTOUR
- PROPOSED CONTOUR

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Project Name

Mayfair 2nd Addition

Replat Eight

Subdivision Agreement Exhibits

0 20 40

Client Name

Hubbell Development Services

Professional Seal

Revision Dates

No.	Description	MM-DD-YY

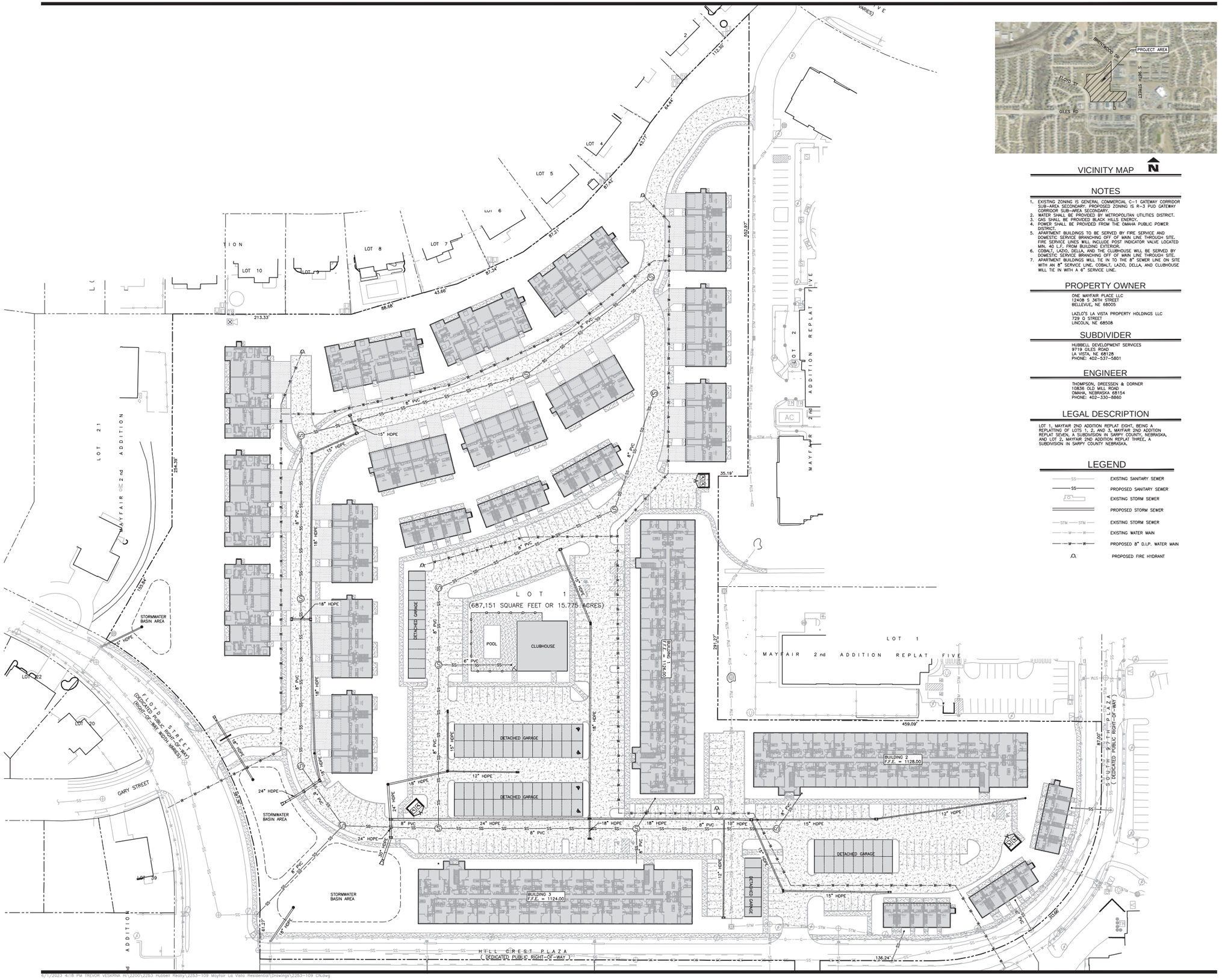
Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 04-20-23

Sheet Title

PUD Grading Plan

Sheet Number

C2.0



VICINITY MAP

NOTES

1. EXISTING ZONING IS GENERAL COMMERCIAL C-1 GATEWAY CORRIDOR SUB-AREA SECONDARY. PROPOSED ZONING IS R-3 PUD GATEWAY CORRIDOR SUB-AREA SECONDARY.
2. WATER SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
3. GAS SHALL BE PROVIDED BLACK HILLS ENERGY.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. APARTMENT BUILDINGS TO BE SERVED BY FIRE SERVICE AND DOMESTIC SERVICE BRANCHING OFF OF MAIN LINE THROUGH SITE. FIRE SERVICE LINES WILL INCLUDE POST INDICATOR VALVE LOCATED MIN. 40 L.F. FROM BUILDING EXTERIOR.
6. COBALT, LAZIO, DELLA, AND THE CLUBHOUSE WILL BE SERVED BY DOMESTIC SERVICE BRANCHING OFF OF MAIN LINE THROUGH SITE.
7. APARTMENT BUILDINGS WILL TIE IN TO THE 8" SEWER LINE ON SITE WITH AN 8" SERVICE LINE. COBALT, LAZIO, DELLA, AND CLUBHOUSE WILL TIE IN WITH A 6" SERVICE LINE.

PROPERTY OWNER

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12408 S 36TH STREET
BELLEVUE, NE 68005

LAZLO'S LA VISTA PROPERTY HOLDINGS LLC
729 Q STREET
LINCOLN, NE 68508

SUBDIVIDER

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LEGEND

- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- EXISTING WATER MAIN
- PROPOSED 8" D.I.P. WATER MAIN
- PROPOSED FIRE HYDRANT

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
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Project Name

Mayfair 2nd Addition

Replat Eight

Subdivision Agreement Exhibits

0 20 40

Client Name

Hubbell Development Services

Professional Seal

Revision Dates

No.	Description	MM-DD-YY

Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 04-20-23

Sheet Title

PUD Utility Plan

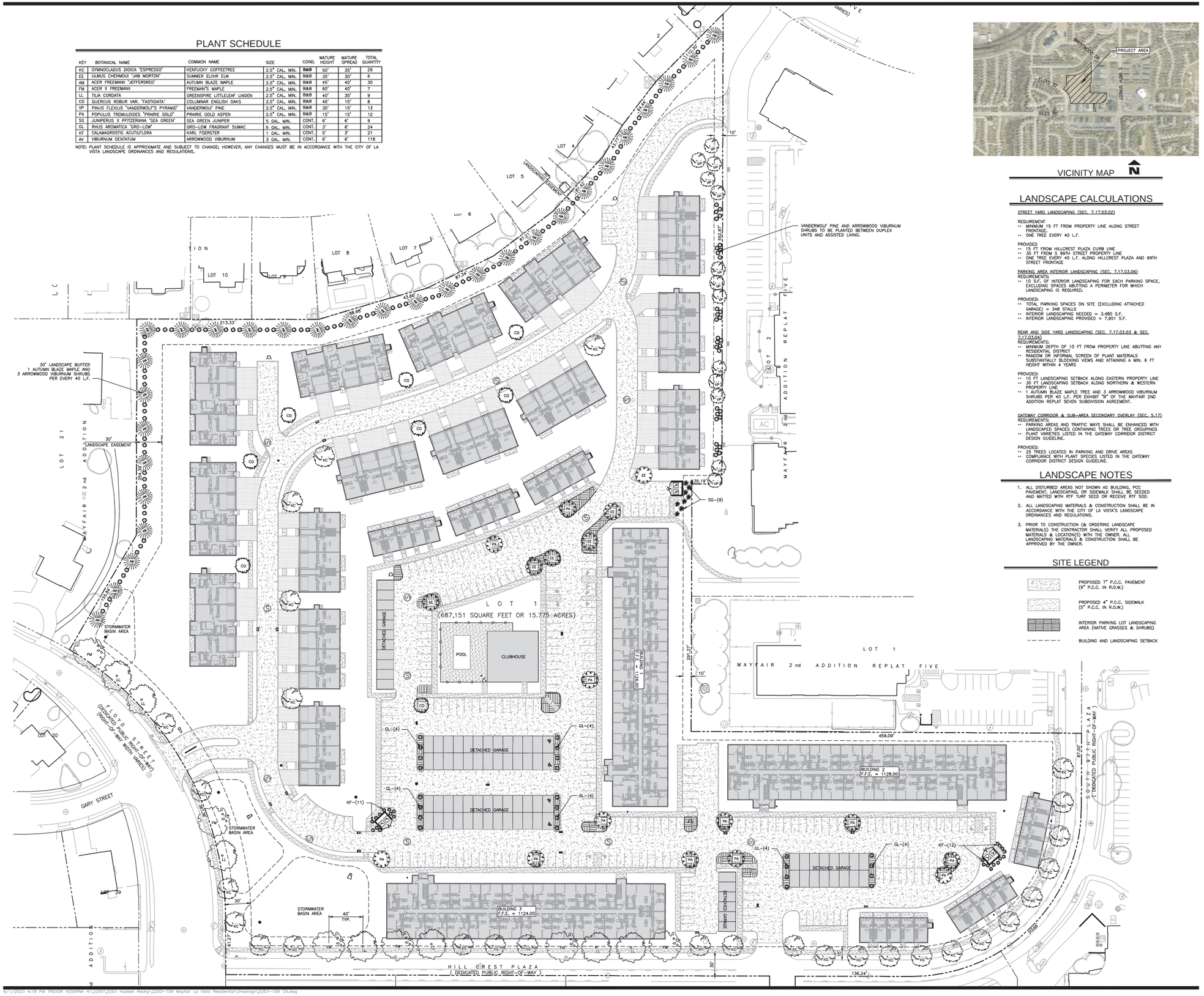
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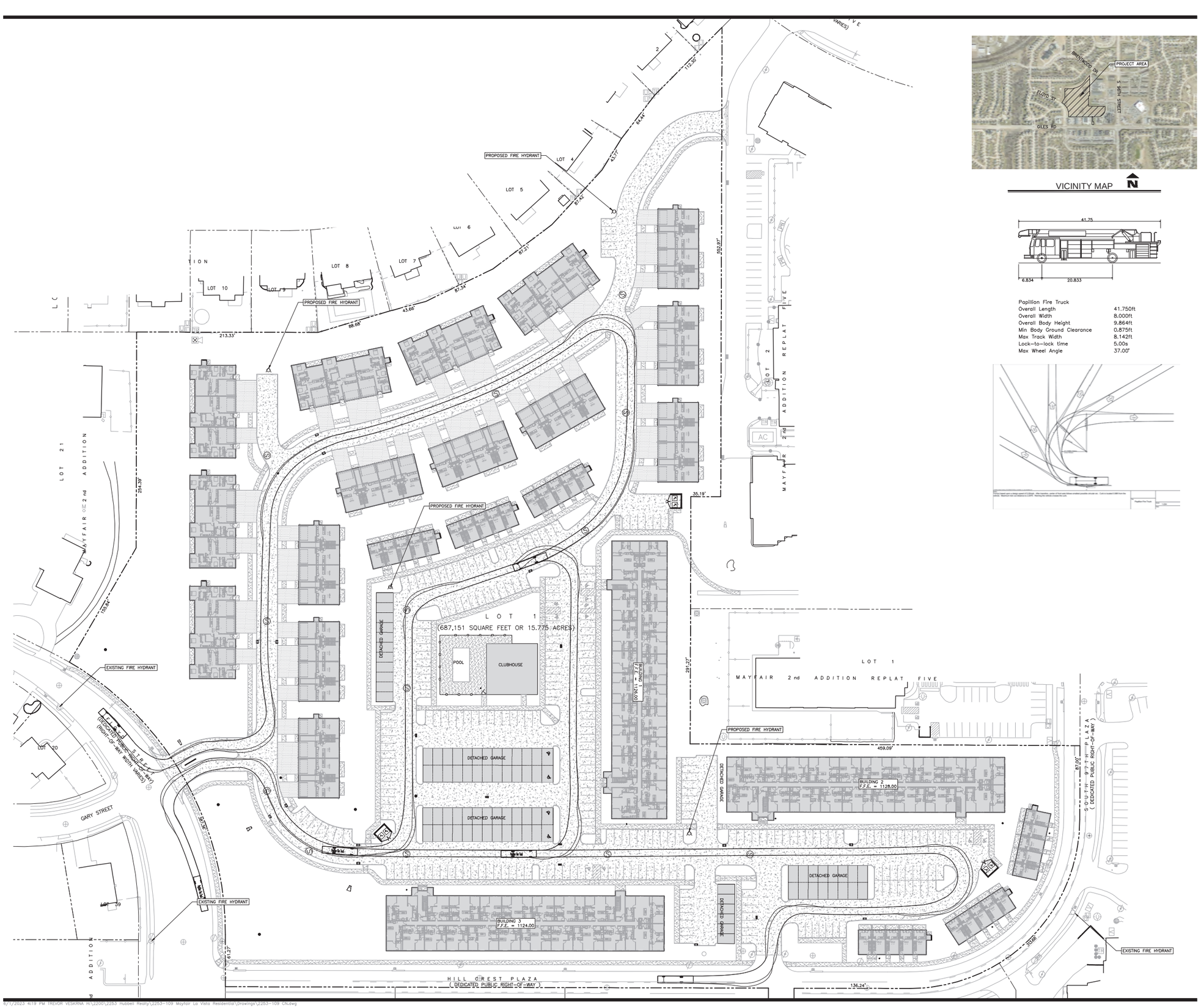
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PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	MATURE HEIGHT	MATURE SPREAD	TOTAL QUANTITY
KC	GYMNOCLADUS DIOICA 'ESPRESSO'	KENTUCKY COFFEETREE	2.5" CAL. MIN.	B&B	50'	35'	26
EE	ULMUS CHENMOUI 'JAB MORTON'	SUMMER ELIXIR ELM	2.5" CAL. MIN.	B&B	35'	30'	6
AM	ACER FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE	2.5" CAL. MIN.	B&B	45'	40'	30
FM	ACER X FREEMANII	FREEMAN'S MAPLE	2.5" CAL. MIN.	B&B	60'	40'	7
LL	TILIA CORDATA	GREENSPIRE LITTLELEAF LINDEN	2.5" CAL. MIN.	B&B	40'	35'	9
CO	QUERCUS ROBUR VAR. 'FASTIGIATA'	COLUMNAR ENGLISH OAKS	2.5" CAL. MIN.	B&B	45'	15'	8
VP	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	VANDERWOLF PINE	2.5" CAL. MIN.	B&B	30'	15'	13
PA	POPULUS TREMULOIDES 'PRAIRIE GOLD'	PRAIRIE GOLD ASPEN	2.5" CAL. MIN.	B&B	15'	15'	12
SG	JUNIPERUS X PFITZERIANA 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL. MIN.	CONT.	6'	6'	9
GL	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL. MIN.	CONT.	3'	6'	24
KF	CALAMAGROSTIS ACUTIFLORA	KARL FOERSTER	1 GAL. MIN.	CONT.	5'	3'	21
AV	VIBURNUM DENTATUM	ARROWWOOD VIBURNUM	3 GAL. MIN.	CONT.	6'	6'	118

NOTE: PLANT SCHEDULE IS APPROXIMATE AND SUBJECT TO CHANGE; HOWEVER, ANY CHANGES MUST BE IN ACCORDANCE WITH THE CITY OF LA VISTA LANDSCAPE ORDINANCES AND REGULATIONS.


VANDERWOLF PINE AND ARROWWOOD VIBURNUM SHRUBS TO BE PLANTED BETWEEN DUPLEX UNITS AND ASSISTED LIVING.
30' LANDSCAPE BUFFER 1 AUTUMN BLAZE MAPLE AND 3 ARROWWOOD VIBURNUM SHRUBS PER EVERY 40 L.F.
30' LANDSCAPE EASEMENT
LANDSCAPING EASEMENT
L O T 1
(687,151 SQUARE FEET OR 15.775 ACRES)
POOL
CLUBHOUSE
DETACHED GARAGE
BUILDING 1 F.F.E. = 1131.00
BUILDING 2 F.F.E. = 1128.00
BUILDING 3 F.F.E. = 1124.00
MAYFAIR 2 nd ADDITION REPLAT FIVE
MAYFAIR 2 nd ADDITION REPLAT SEVEN
MAYFAIR 2nd ADDITION
FLOYD STREET (DEDICATED PUBLIC STREET RIGHT-OF-WAY (RIGHT-OF-WAY WIDTH VARIES))
GARY STREET
HILL CREST PLAZA (DEDICATED PUBLIC RIGHT-OF-WAY)
SOUTH 97TH PLAZA (DEDICATED PUBLIC RIGHT-OF-WAY)
STORMWATER BASIN AREA
STORMWATER BASIN AREA
STORMWATER BASIN AREA 40' TYP.
SG-(9)
KF-(11)
KF-(12)
GL-(4)
AV-(118)
459.09'
136.24'
213.33'
87.34'
43.66'
86.66'
87.32'
87.32'
87.32



VICINITY MAP

Papillion Fire Truck	
Overall Length	41.750ft
Overall Width	8.000ft
Overall Body Height	9.864ft
Min Body Ground Clearance	0.875ft
Max Track Width	8.142ft
Lock-to-lock time	5.00s
Max Wheel Angle	37.00°

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Project Name

Mayfair 2nd Addition

Replat Eight

Subdivision Agreement Exhibits

Client Name

Hubbell Development Services

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1		--
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Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 04-20-23

Sheet Title

PUD Fire Access Plan

Sheet Number

C5.0

LA VISTA RESIDENTIAL

Traffic Impact Analysis

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FHU Reference No. 123100-06

June 2023

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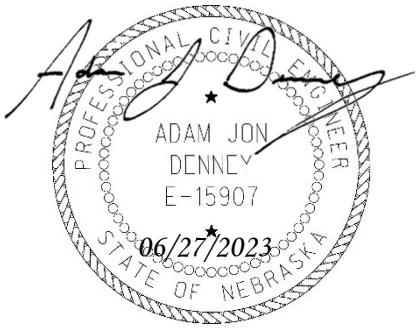
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I. INTRODUCTION

I.A Summary

This is a traffic impact analysis (TIA) for the proposed development located on the northwest corner of the intersection of S. 96th Street with Giles Road in La Vista, NE. This analysis utilizes land-use information based on the site plan for the proposed development provided to FHU dated 01-04-23, information from conversations with the City of La Vista. The location of the development site in relation to the surrounding roadway network is shown in **Figure 1**.

The proposed development site will contain multi-family housing uses. Access to the sites will be provided at three locations; access will be provided onto Floyd Street via Gary Street, onto Brentwood Drive via North Site Access, and onto Hillcrest Plaza via S. 98th Plaza. These intersections will remain full access. It is anticipated that the development of the site would be completed in 2024. The site plan for the proposed development is shown in **Figure 2**.

I.B Scope of Services

The purpose of this TIA is to determine the anticipated traffic operations at the intersections associated with the proposed development and the impact to the area roadway network. Also included in this report is an auxiliary turn lane analysis, queueing analysis of the study intersections, and MUTCD control device warrant evaluation for study intersections. Traffic operations with and without a right-in right-out (RIRO) access at the intersection of S. 98th Plaza with Giles Road were evaluated as part of the study. The primary focus for traffic operations is at the locations listed below:

Signalized Intersections

- S. 96th Street with Giles Road

Unsignalized Intersections

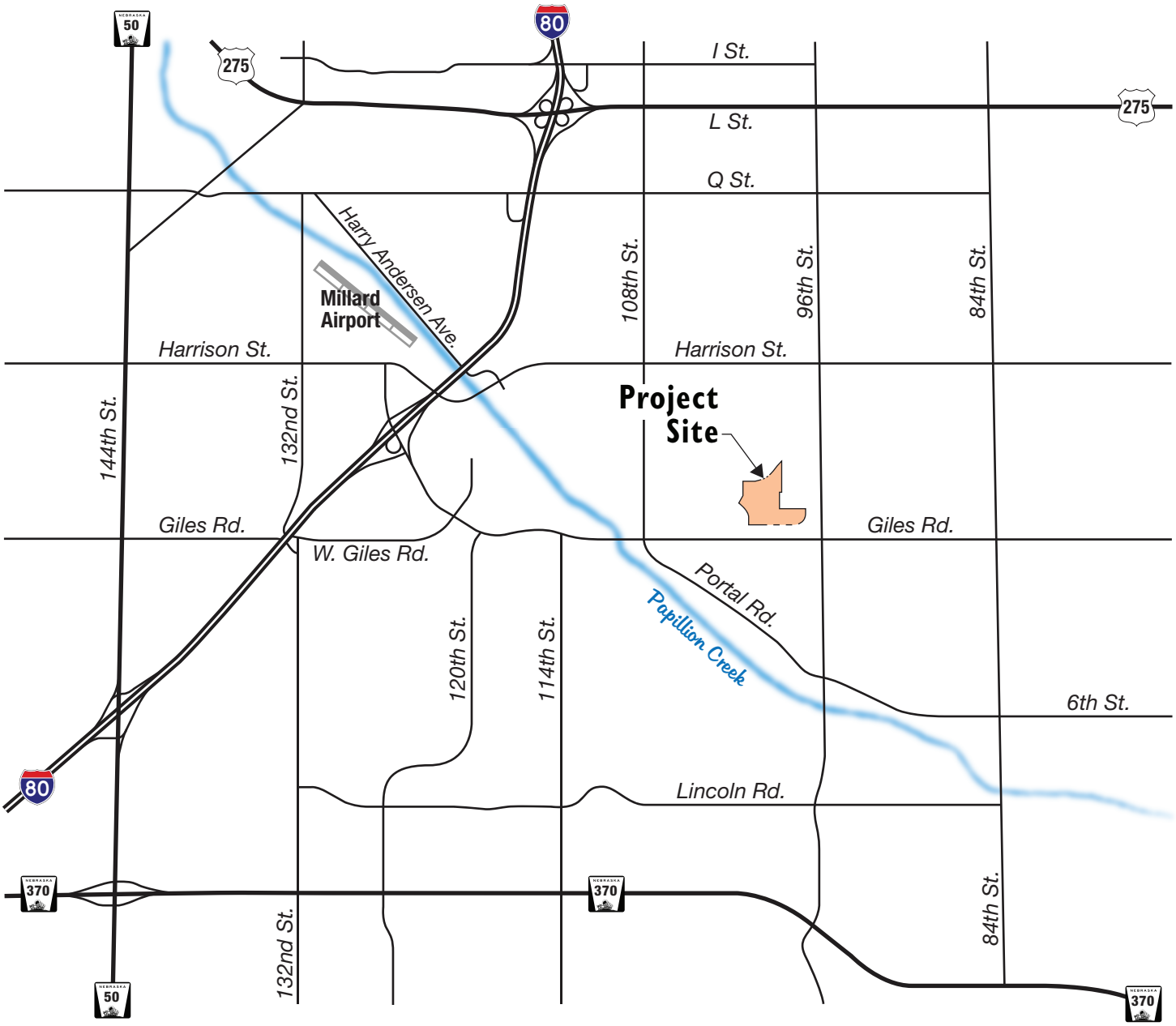
- S. 98th Plaza with Giles Road
- S. 99th Street with Giles Road

Cursory Review Intersections

- S. 99th Street / Floyd Street with Hillcrest Plaza
- S. 98th Street with Hillcrest Plaza
- Floyd Street with Gary Street
- North Site Access with Brentwood Drive

The study evaluated the AM and PM peak hours for the following scenarios:

- Existing (2022)
- Buildout (2024)
    - With and Without RIRO Access onto Giles Road at S. 98th Plaza.
- Future (2044)
    - With and Without RIRO Access onto Giles Road at S. 98h Plaza.



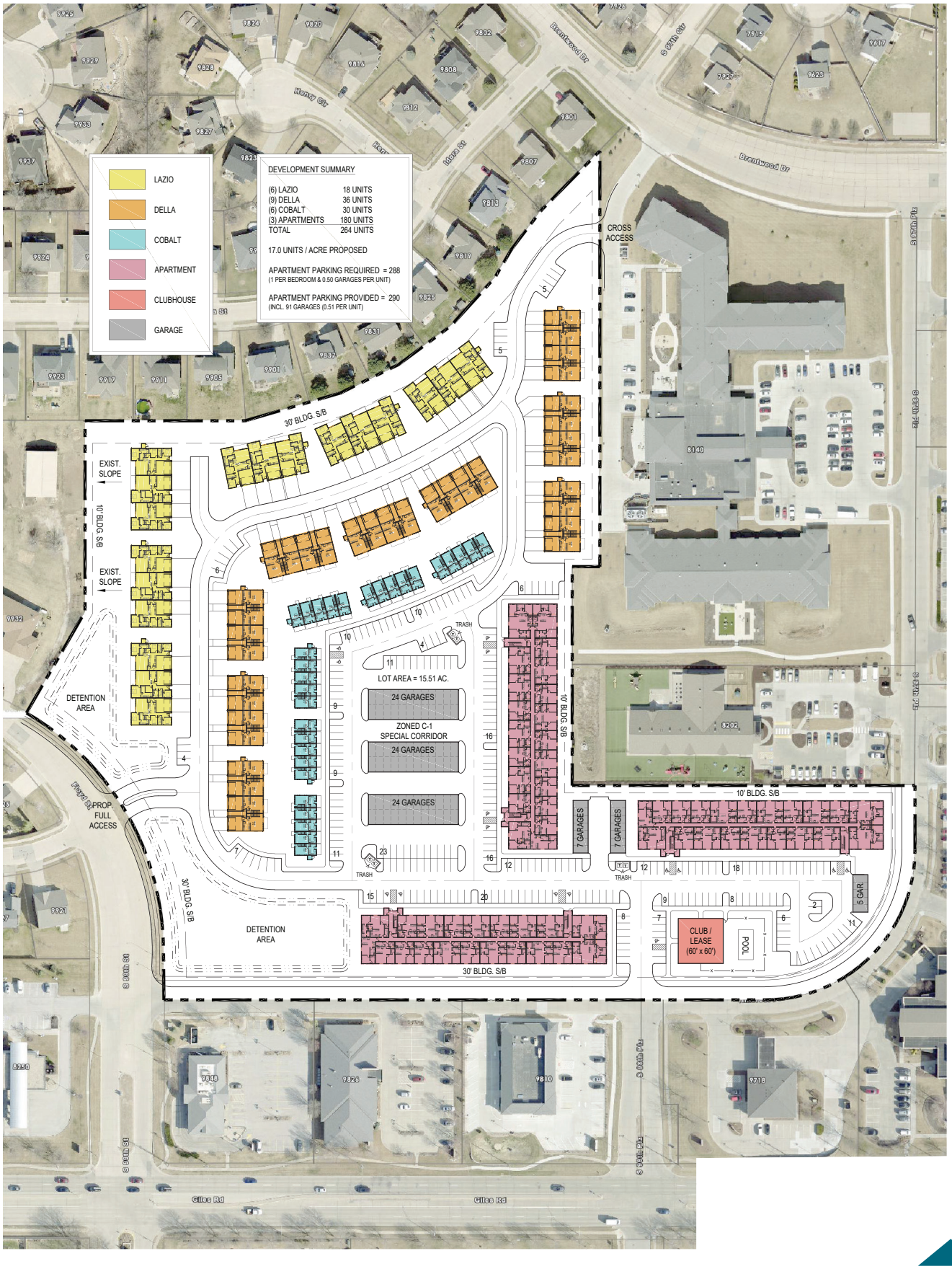
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NOTE: Drawing Not to Scale

NORTH

FIGURE 1
Vicinity Map

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NORTH

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FIGURE 2
Site Plan

La Vista Residential TIA 123100-06 4/26/23

II. EXISTING (2022) CONDITIONS

II.A Surrounding Land Uses

The proposed development site is located northwest corner of the intersection of S. 96th Street with Giles Road. The development is bordered by S. 96th Street to the east and Giles Road to the south. Single-family residential are present to the north and west of the development, respectively. Commercial uses are present to the east and south of the development.

II.B Roadway Network

The existing roadway system in the study area includes the following primary facilities:

- **Giles Road** runs east-west in the project vicinity and is classified as a Principal Arterial with a posted speed limit of 45 miles per hour (mph) to the west of S. 96th Street and 35 mph to the east of S. 96th Street. Giles Road primarily serves a mix of commercial and residential areas throughout the corridor. Adjacent to the project site, Giles Road has an urban four-lane divided cross section with curb and gutter.
- **S. 96th Street** runs north-south and is classified as a Minor Arterial with a posted speed limit of 45 mph to the north and south of Giles Road. S. 96th Street has a four-lane divided cross section and serves commercial, and residential areas.
- **S. 98th Plaza** runs north-south and is classified as a Local Road with a posted speed limit of 25 mph. It serves commercial areas.
- **S. 99th Street** runs north-south and is classified as a Local Road with a posted speed limit of 25 mph. It serves commercial and residential areas.

II.C Traffic Volumes

Three (3) turning movement counts (TMCs) were conducted by FHU at the intersections of S. 96th Street with Giles Road, S. 98th Plaza with Giles Road, and S. 99th Street with Giles Road in 2022. This information was used as the base condition for our analysis. The TMCs conducted in 2022 provided background information and helped refine the traffic forecasts.

The AM peak hour for the study area network was determined to be 7:15 AM to 8:15 AM, and the PM peak hour was 4:30 PM to 5:30 PM. Trucks were counted separately from passenger vehicles to develop truck percentages for the study area. Volumes can be seen in **Figure 3**, and a detailed report of the traffic count data is provided in **Appendix A.**

II.D Traffic Operations

Traffic operations were analyzed for the study intersections using procedures documented in the *Highway Capacity Manual (HCM) 6th Edition, Transportation Research Board, 2016*. From the analyses, a key measure or "level of service" rating of the traffic operational condition was obtained. In general, level of service (LOS) is a qualitative assessment of traffic operational conditions within a traffic stream in terms of the average stopped delay per vehicle at a controlled intersection.

Levels of service are described by a letter designation of either A, B, C, D, E or F, with LOS A representing essentially uninterrupted flow, and LOS F representing a breakdown of traffic flow with noticeable congestion and delay. Unsignalized, or stop sign controlled, intersection capacity analyses produce LOS results for each movement which must yield to conflicting traffic at the intersection. **Table 1** summarizes LOS criteria for signalized and unsignalized (stop sign controlled) intersections.

Table 1. Level of Service (LOS) Criteria

Level of Service	Average Control Delay per Vehicle (sec/veh)	
	Signalized Intersections	Stop Controlled Intersections
A	≤ 10	≤ 10
B	> 10 to 20	> 10 to 15
C	> 20 to 35	> 15 to 25
D	> 35 to 55	> 25 to 35
E	> 55 to 80	> 35 to 50
F	> 80	> 50

Source: HCM 6th Edition, Exhibit 18-4 & 19-8

Synchro traffic analysis software was utilized to evaluate traffic operations at the study intersections. Under Existing (2022) traffic conditions, the signalized intersection of S. 96th Street with Giles Road operates at LOS C during the AM and PM peak hours. At the unsignalized intersections in the study area, all movements currently operate at LOS C or better except for the following movements at the study intersections:

- S. 98th Plaza with Giles Road:
  - Northbound shared left/through/right movement during the PM peak hour.
  - Southbound left-turn movement during the AM and PM peak hours.
- S. 99th Street with Giles Road:
  - Northbound left-turn movement during the AM and PM peak hours.
  - Northbound shared through/right movement during the PM peak hour.
  - Southbound left-turn movement during the AM and PM peak hours.
  - Southbound shared through/right movement during the PM peak hour.

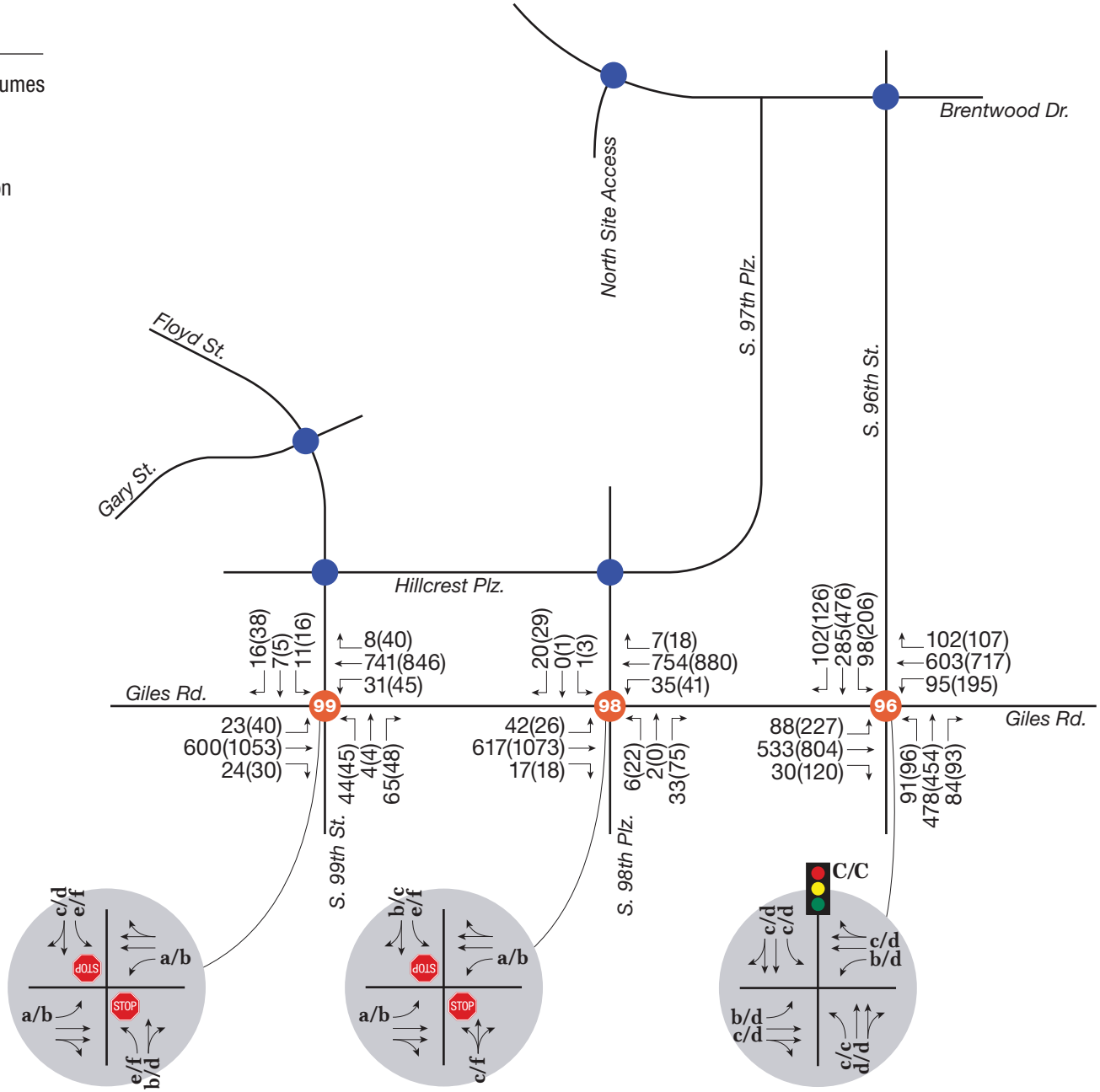
Figure 3 shows the traffic volumes, lane geometry, traffic control, and level of service results of the traffic operations analysis for Existing (2022) conditions. Capacity analysis worksheets are included in **Appendix E.**

II.E Pedestrian Facilities

A 4-foot sidewalk is provided on the north side of Giles Road and east and west side of S. 96th Street. Sidewalks are also provided on both sides of S. 99th Plaza and the east side of S. 98th Plaza north of Giles Road. A 6-foot sidewalk is provided on the south side of Giles Road between S. 98th Plaza and S. 96th Street.

LEGEND

XXX(XXX)	=	AM(PM) Peak Hour Traffic Volumes
X/X	=	AM/PM Peak Hour Signalized Intersection Level of Service
x/x	=	AM/PM Peak Hour Intersection Movement Level of Service
STOP	=	Stop Sign
	=	Traffic Signal
XX	=	Study Intersections
	=	Cursory Intersections



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FIGURE 3
Existing (2022) Traffic Conditions

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III. TRAVEL DEMAND

III.A Site Trip Generation

Trip generation rates from the *Institute of Transportation Engineers' (ITE) Trip Generation Manual, Eleventh Edition, 2021*, were utilized to estimate the traffic generated by the site. It should be noted that a mix of average rates and equation rates were utilized from the ITE Trip Generation Manual based on the methodology outlined in *ITE Trip Generation Handbook, 3rd Edition, 2017* for selecting the proper rates. Land uses include single-family attached housing (Lazio), multi-family low-rise housing (Della), multi-family low-rise housing (Cobalt), and multi-family low-rise housing (Apartment). **Table 2** summarizes the estimated vehicle-trips that would be generated by the proposed development during the AM and PM peak hours.

Table 2. Site Trip Generation

ITE Code	Land Use Description	Size	Unit	Daily	AM Peak Hour			PM Peak Hour		
				TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL
215	Single-Family Attached Housing (Lazio)	18	DU	87	1	3	4	4	3	7
220	Multi-Family Low-Rise Housing (Della)	36	DU	306	8	26	34	23	13	36
220	Multi-Family Low-Rise Housing (Cobalt)	30	DU	268	8	24	32	21	12	33
220	Multi-Family Low-Rise Housing (Apartment)	180	DU	1,229	19	60	79	62	36	98
Total Vehicles				**1,890**	**36**	**113**	**149**	**110**	**64**	**174**

**Equations Utilized All Land Uses DU=Dwelling Units

As shown above, the site is anticipated to generate approximately 1,890 daily vehicle-trips to the roadway network, including 149 vehicle-trips during the AM peak and 174 vehicle-trips during the PM peak.

III.B Traffic Distribution

The estimated distribution of site generated trips within the roadway network was based on existing traffic patterns, the location of the site, and projected growth in the project area. The following distribution percentages were used to assign site generated vehicle-trips to the adjacent roadway network:

- **25%** oriented to/from the north via S. 96th Street
- **25%** oriented to/from the south via S. 96th Street
- **25%** oriented to/from the east via Giles Road
- **25%** oriented to/from the west via Giles Road

The distribution percentages were used to assign site generated vehicle-trips from **Table 2** to the adjacent roadway network for AM and PM peak hour traffic scenarios. The calculated traffic distribution percentages dictate vehicle movements both to and from the site. **Figure 4A** and **Figure 4B** depicts the trip generation and distribution and assumed for the development during the AM and PM peak hours under the scenarios evaluating a full access and RIRO access at S. 98th Plaza onto Giles Road, respectively.

III.C Background Growth

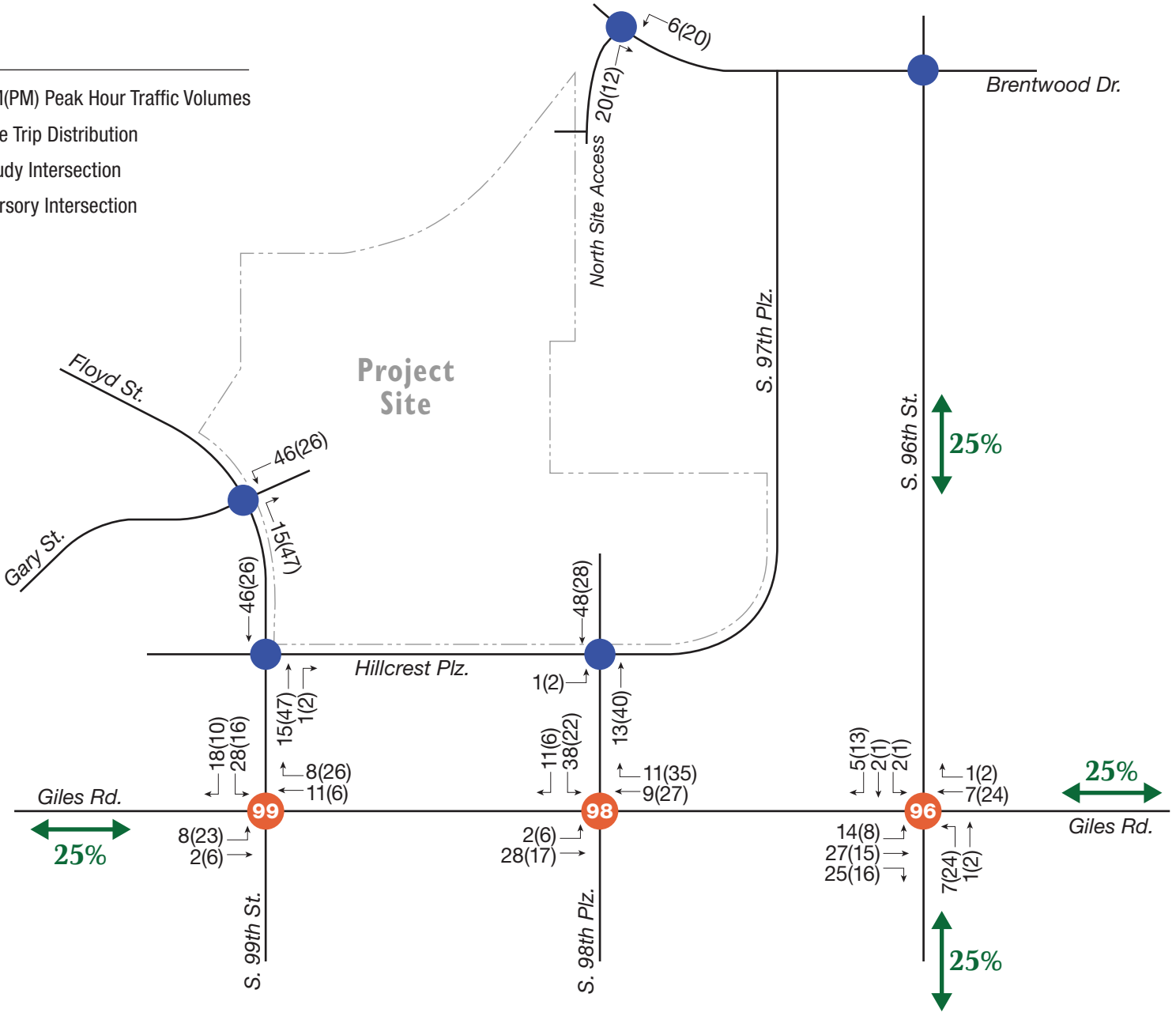
Estimated background peak hour turning movements for 2024 and 2044 were developed for the study area intersections based on guidelines and methodologies documented in *NCHRP Report 255 & NCHRP Report 765*. This procedure also included an evaluation of existing traffic counts, MAPA projections for 2050, projections from previously completed studies, and adjustments for local travel patterns. Growth rates for each leg of the intersections not included in the MAPA model were determined by analyzing the growth rates for the neighboring intersections, reviewing the build-out level of neighborhoods, and using engineering judgment. A straight-line comparison was used to project Buildout (2024) and Future (2044) background traffic volumes. A complete forecast model is provided in **Appendix B**.

III.D Other Area Studies and Projects

Giles Road is a rapidly developing corridor and as such there has several studies completed in the area. The *Giles Road Corridor Study, September 2022*, by FHU was reviewed as part of this study.

Recommendations for roadway improvements from this study that were assumed to be constructed by 2044 are shown in the Future (2044) analysis. These improvements include the following:

- Construct a southbound and eastbound right-turn lanes at the intersection of S. 96th Street with Giles Road.
- Construct eastbound and westbound dual left-turn lanes at the intersection of S. 96th Street with Giles Road.

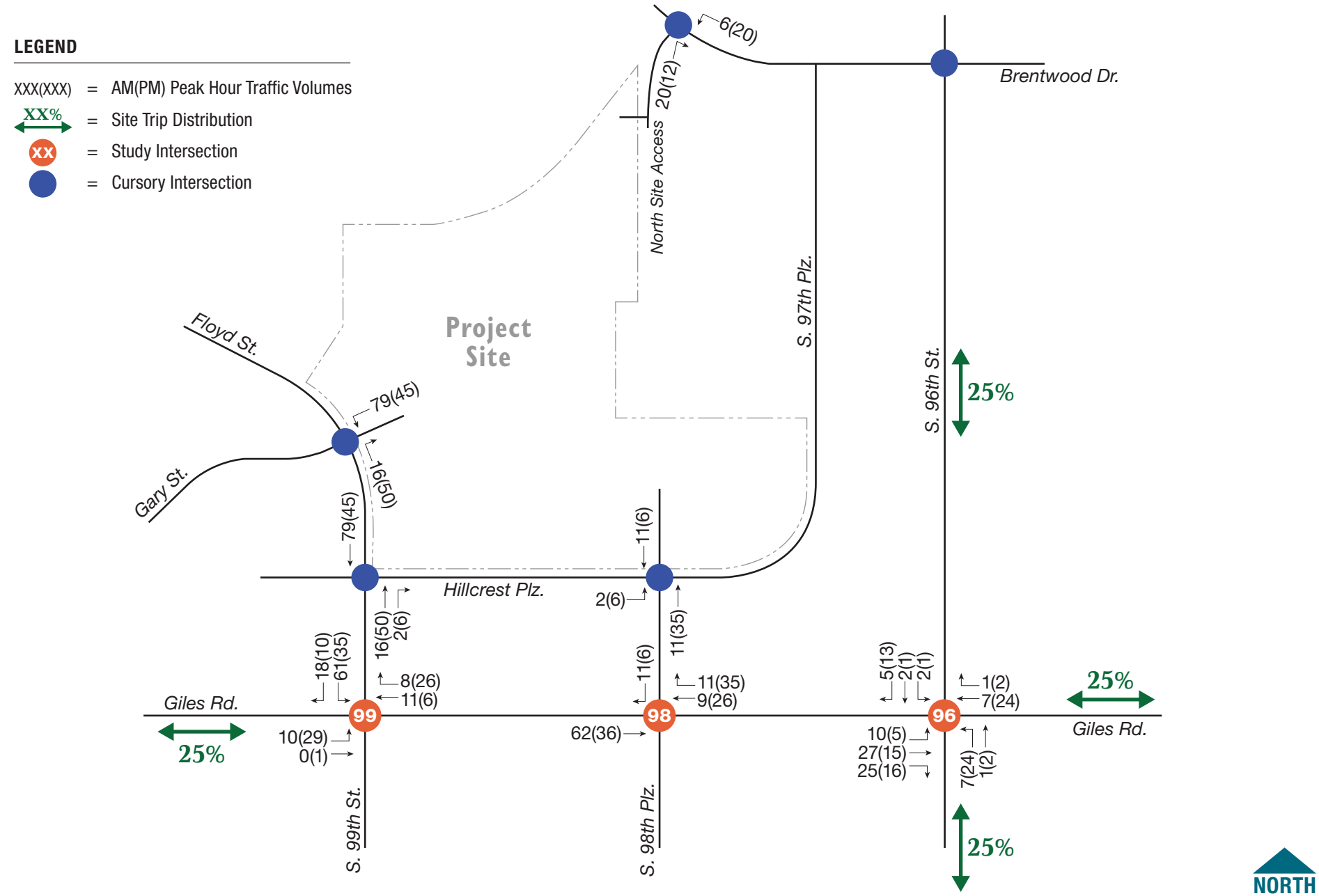


NOTE: Drawing Not to Scale

FIGURE 4A

Full Access at S. 98th Plaza
Site Generated Traffic and Trip Distribution

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FIGURE 4B

Right-In Right-Out (RIRO) at S. 98th Plaza
Site Generated Traffic and Trip Distribution

La Vista Residential TIA 123100-06 5/1/23

IV. TRAFFIC CONDITIONS & OPERATIONAL ANALYSIS

IV.A Volume Development

Anticipated traffic volumes for the AM and PM peak hours under Buildout (2024) traffic conditions for the development are shown in **Figure 5A** and **Figure 5B** for the without and with a RIRO access at S. 98th Plaza, respectively. These volumes represent the Existing (2022) volumes shown in **Figure 3** added with the trip generated traffic shown in **Figure 4A** and **Figure 4B** for the respective analysis access scenario. Buildout (2024) traffic conditions for both access scenarios assumed full buildout of the proposed development. To develop Future (2044) traffic volumes, existing traffic volumes were grown by MAPA growth rates and added to the site trip generated traffic. **Figure 6A** and **Figure 6B** shows the Future (2044) traffic volumes for the without and with a RIRO access at S. 98th Plaza, respectively.

IV.B Signal Warrant Analysis

A review was performed to determine if *Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, 2009 Edition* traffic signal Warrant 1 (Eight-Hour Vehicular Volume) and/or Warrant 2 (Four-Hour Vehicular Volume) are satisfied for two-way stop-controlled intersections in the study area under Buildout (2024) and Future (2044) traffic conditions for the full access and RIRO access scenarios. **Table 3** summarizes the results of the analysis, and the graphical results of the MUTCD Warrant Analysis are included in **Appendix C**.

Right-turn reductions were analyzed at the intersection of S. 99th Street with Giles Road. According to *NCHRP Report 457* right-turn reduction guidelines, a 100% reduction was recommended. Several other right-turn reductions were analyzed. It was determined that a signal would be warranted with a right-turn reduction of 45% or less under all analyzed traffic conditions. It was decided to use a reduction of 45%, and the 100% right-turn reduction recommended by the *NCHRP Report 457* was deemed too aggressive.

Table 3. MUTCD Signal Warrants

Intersection	Existing Traffic Conditions	Buildout (2024)		Future (2044)	
		Full Access	RIRO Access	Full Access	RIRO Access
S. 98th Plaza & Giles Road	Unsignalized	Not Warranted	Not Warranted	Not Warranted	Not Warranted
S. 99th Street & Giles Road	Unsignalized	**Warranted**	**Warranted**	**Warranted**	**Warranted**

Based on the results of signal warrants analysis, a traffic signal is not warranted at the intersection of S. 98th Plaza with Giles Road under Buildout (2024) and Future (2044) traffic conditions under neither access scenario evaluated. A traffic signal is warranted at the intersection of S. 99th Street with Giles Road under Buildout (2024) and Future (2044) traffic conditions under both access scenarios. It should be noted that a traffic signal is warranted at the intersection of S.99th Street with Giles Road under Future (2044) background traffic conditions.

IV.C Auxiliary Right-Turn Lane Analysis

The NCHRP has developed guidance to determine if an auxiliary right-turn is warranted on the major road of a two-way stop-controlled intersection. These guidelines are published in *NCHRP Report 457*. The methodologies are based on an evaluation of the operating and collision costs associated with the turning maneuver relative to the cost of constructing a turn lane.

In addition, for right-turn lanes, *NCHRP Report 457* guidelines are based upon the following measures:

- Major road 85th percentile speed (posted speed can be used if data is unavailable)
- Major road peak hour approaching traffic volumes
- Right-turn traffic volumes

The AM and PM peak hour volumes for Buildout (2024) and Future (2044) traffic conditions for the full access and RIRO access scenarios were examined at the stop-controlled intersections in the study area. **Table 4** provides a summary of the results of the analysis and the graphical results of the analysis are included in **Appendix D**.

Table 4. NCHRP Auxiliary Right-Turn Lane Warrants

Intersection	Approach Direction	Existing Turn Lane	Buildout (2024)		Future (2044)	
			Full Access	RIRO Access	Full Access	RIRO Access
S. 98th Plaza & Giles Road	Westbound	-	Warranted	Warranted	Warranted	Warranted
	Eastbound	-	Warranted	Warranted	Warranted	Warranted
S. 99th Street & Giles Road	Westbound	-	Warranted	Warranted	Warranted	Warranted
	Eastbound	-	Warranted	Warranted	Warranted	Warranted

Based on the results of NCHRP Auxiliary Right-Turn Lane Warrants, westbound and eastbound right-turn lanes are warranted at the intersections of S. 98th plaza with Giles Road and S. 99th Street with Giles Road under Buildout (2024) and Future (2044) traffic conditions for the full access and RIRO access scenarios. However, due to low right-turning volumes and utility constraints, it is not recommended that right-turn lanes be constructed. Should future operations, safety, and traffic generated by future developments provide justification for providing a right-turn lanes, these improvements may be added to a separate project at a later date.

IV.D Auxiliary Left-Turn Lane Analysis

NCHRP Report 457 also provides guidance for determining if an auxiliary left-turn is warranted on the major road of a two-way stop-controlled intersection. For left-turn lanes, *NCHRP Report 457* guidelines are based upon the following measures:

- Major road 85th percentile speed (posted speed can be used if data is unavailable)
- Percent of left-turns in advancing volume
- Major road peak hour advancing and opposing traffic volumes

The AM and PM peak hour volumes for Buildout (2024) and Future (2044) traffic conditions for the full access and RIRO access scenarios were examined at the stop-controlled intersections in the study area.

Table 5 provides a summary of the results of the analysis and the graphical results of the analysis are included in **Appendix D**.

Table 5. NCHRP Auxiliary Left-Turn Lane Warrants

Intersection	Approach Direction	Existing Turn Lane	Buildout (2024)		Future (2044)	
			Full Access	RIRO Access	Full Access	RIRO Access
S. 98th Plaza & Giles Road	Westbound	220 feet	**Warranted**	-	**Warranted**	-
	Eastbound	390 feet	**Warranted**	-	**Warranted**	-
S. 99th Street & Giles Road	Westbound	90 feet	**Warranted**	**Warranted**	**Warranted**	**Warranted**
	Eastbound	170 feet	**Warranted**	**Warranted**	**Warranted**	**Warranted**

Based on the results of NCHRP Auxiliary Left-Turn Lane Warrants, auxiliary left-turn lanes are warranted at both stop controlled intersections under Buildout (2024) and Future (2044) traffic conditions. Left-turn auxiliary lanes are already provided at the two unsignalized study intersections. It should be noted that under RIRO access scenarios, left-turn lanes would no longer be needed at the intersection of S. 98th Plaza with Giles Road due to the restricted access.

IV.E Minor Road Approach Analysis

NCHRP Report 457 also provides guidance on when an additional approach lane should be provided on the minor leg of a two-way stop-controlled intersection. It is based on the need to provide the side street with an acceptable level of service. To determine the approach geometry, *NCHRP Report 457* guidelines are based upon the following measures:

- Major road peak hour traffic volumes (total of both directions)
- Minor road peak hour approaching traffic volumes
- Minor road right-turn traffic volumes
- Percentage of minor road right-turns

The AM and PM peak hour volumes for Buildout (2024) and Future (2044) traffic conditions for the full access and RIRO access scenarios were examined at the stop-controlled intersections in the study area. **Table 6** provides a summary of the results of the analysis, and the graphical results of the analysis are included in **Appendix D**.

Table 6. NCHRP Minor Approach Warrants

Intersection	Approach Direction	Existing Approach	Buildout (2024)		Future (2044)	
			Full Access	RIRO Access	Full Access	RIRO Access
S. 98th Plaza & Giles Road	Northbound	One-Lane	**Two-Lane**	-	**Two-Lane**	-
	Southbound	Two-Lane	**Two-Lane**	-	**Two-Lane**	-
S. 99th Street & Giles Road	Northbound	Two-Lane	**Two-Lane**	**Two-Lane**	**Two-Lane**	**Two-Lane**
	Southbound	Two-Lane	**Two-Lane**	**Two-Lane**	**Two-Lane**	**Two-Lane**

Based on the results of NCHRP Minor Approach Warrants, a northbound two-lane minor street approach is warranted at the intersection of S. 98th Plaza with Giles Road under Buildout (2024) and Future (2044) traffic conditions for the full access scenario. Two-lane minor street approaches are already provided at the other unsignalized study intersections. One-lane approaches would be recommended for the RIRO access scenario at the intersection of S. 98th Plaza with Giles Road.

IV.F Traffic Operations

Figure 5A and **Figure 5B** show the lane geometry, traffic control, and levels of service results of the traffic operations analysis for Buildout (2024) traffic conditions without and with RIRO access onto Giles Road via S. 98th Plaza, respectively. **Figure 6A** and **Figure 6B** show the lane geometry, traffic control, and levels of service results of the traffic operations analysis for Future (2044) traffic conditions with and without RIRO access onto Giles Road via S. 98th Plaza, respectively.

Buildout (2024) Traffic Conditions:

Under both the full access scenario and RIRO scenario, the signalized intersection of S. 96th Street with Giles Road is anticipated to operate at LOS C during the AM and LOS D during the PM peak hour.

Under the full access scenario, movements at the stop-controlled intersections in the study area are anticipated to operate at LOS D or better except for the following intersection movements, which are anticipated to operate at LOS E or F during the peak periods:

- S. 98th Plaza with Giles Road:
  - Northbound shared movement during the PM peak hour.
  - Southbound left-turn movement during the AM and PM peak hours.
- S. 99th Street with Giles Road:
  - Northbound and southbound left-turn movement during the AM and PM peak hours.
  - Northbound and southbound shared through/right turn movement during the PM peak hour.

Under the RIRO access scenario, movements at the stop-controlled intersections in the study area are anticipated to operate at LOS C or better except for the northbound and southbound left-turn movement during the AM and PM peak hour and the northbound and southbound shared through/right-turn movement during the PM peak hour at the intersection of S. 99th Street with Giles Road.

Future (2044) Traffic Conditions:

The analysis conducted under the Future (2044) traffic conditions, for both the full access and RIRO scenarios, indicated that turn lane improvements would be needed to improve traffic operations at the intersection of S. 96th Street with Giles Road. It was assumed that southbound and westbound right-turn lanes, and eastbound and westbound dual left-turn lanes would be constructed at the intersection of S. 96th Street with Giles Road. These improvements were identified and recommended as part of the *Giles Road Corridor Study*. Under the full access and RIRO access scenario, the signalized intersection of S. 96th Street with Giles Road is anticipated to operate at LOS D during the AM peak hour and LOS E during the PM peak hour.

Under the full access scenario, movements at the stop-controlled intersections in the study area are anticipated to operate at LOS D or better except for the following intersection movements, which are anticipated to operate at LOS E or F during the peak periods:

- S. 98th Plaza with Giles Road:
  - Northbound shared movement during the PM peak hour.
  - Southbound left-turn movement during the AM and PM peak hours.
- S. 99th Street with Giles Road:
  - Northbound and southbound left-turn movement during the AM and PM peak hours.
  - Northbound and southbound shared through/right turn movement during the PM peak hour.

Under the RIRO access scenario, movements at the stop-controlled intersections in the study area are anticipated to operate at LOS C or better except for the following movements at the intersection of S. 99th Street with Giles Road:

- Northbound and southbound left-turn movement during the AM and PM peak hours.
- Northbound and southbound shared through/right-turn movement during the AM and PM peak hours.

It should be noted that it is not uncommon for stop-controlled side street movements to operate at LOS E or LOS F during peak periods. Capacity analysis worksheets are included in **Appendix E**.

IV.G Storage Length & Queueing Analysis

The estimated 95th percentile queue lengths were reviewed at the study intersections for Buildout (2024) and Future (2044) conditions. **Table 7** provides a summary of the findings for the intersections within the study area. The existing turn bay lengths are listed, as well as the estimated 95th percentile queue lengths for the AM and PM peak hours.

Table 7. Turn Lane Storage & 95th Percentile Queue Lengths

Location	Critical Movements	95% Queue Length (ft)			
		2024 Full Access (AM/PM Peak)	2024 RIRO (AM/PM Peak)	2044 Full Access (AM/PM Peak)	2044 RIRO (AM/PM Peak)
S. 96th St & Giles Rd *(signalized)*	NB Left-turn	98 / 115	96 / 115	#244 / #347	#244 / #347
	NB Through+	314 / 291	311 / 290	#662 / #581	#662 / #581
	EB Left-turn	84 / #289	80 / #275	163 / #571	158 / #561
	EB Through+	299 / #524	295 / #517	450 / #797	429 / #797
	SB Left-turn	95 / #212	92 / #208	125 / #387	125 / #387
	SB Through+	206 / 332	202 / 330	#375 / #745	#375 / #745
	WB Left-turn	81 / #226	78 / #217	151 / #436	150 / #436
	WB Through+	359 / 417	353 / 414	#604 / #594	#590 / #594
S. 98th Plaza & Giles Road *(unsignalized)*	NB Through+	23 / 175	5 / 18*	68 / 390	5 / 18*
	EB Left-turn	5 / 5	- / -	8 / 8	- / -
	SB Left-turn	58 / 83	- / -	145 / 130	- / -
	SB Through+	5 / 28	5 / 8*	8 / 113	5 / 8*
	WB Left-turn	5 / 8	- / -	5 / 10	- / -
S. 99th Street & Giles Road *(unsignalized)*	NB Left-turn	50 / 183	83 / 258	145 / #N/A	198 / #N/A
	NB Through+	15 / 38	23 / 48	33 / 148	80 / 185
	EB Left-turn	3 / 10	8 / 13	5 / 15	13 / 25
	SB Left-turn	50 / 113	160 / 200	135 / #N/A	300 / #N/A
	SB Through+	18 / 70	20 / 70	50 / 208	53 / 263
	WB Left-turn	3 / 8	5 / 15	5 / 13	10 / 28
S. 99th Street & Giles Road *(signalized)*	NB Left-turn	66 / 75	73 / 97	73 / 76	84 / 106
	NB Through+	52 / 46	54 / 46	52 / 48	58 / 48
	EB Left-turn	16 / 25	32 / 35	15 / 25	30 / 35
	EB Through+	151 / 314	151 / 306	228 / 509	223 / 556
	SB Left-turn	61 / 57	97 / 82	67 / 64	110 / 87
	SB Through+	48 / 53	44 / 51	49 / 54	48 / 60
	WB Left-turn	16 / 20	29 / 32	15 / 19	28 / 39
	WB Through+	195 / 250	210 / 246	314 / 429	330 / 465

+ - shared lane
# - 95th percentile volume exceeds capacity, queues may be longer or are unable to be calculated
m - volume for 95th percentile queue is metered by upstream signal
* - right-turn only with RIRO access

IV.H Cursory Review

S. 99th Street / Floyd Street & Hillcrest Plaza:

It is recommended that a two-way left turn lane (TWLTL) be striped on S. 99th Street / Floyd Street from median just south of Hillcrest Plaza to Gary Street upon buildout of the proposed development. A TWLTL is anticipated to improve driver expectancy and increase safety.

S. 98th Plaza & Hillcrest Plaza:

Under anticipated future traffic volumes, consider providing two-way stop control at the northbound and southbound approaches. Upon buildout, the intersection should be monitored for future operations and safety concerns. If further safety considerations are needed, investigate providing all-way stop control (AWSC).

Floyd Street & Gary Street:

It is anticipated that the existing and proposed single lane approaches will operate adequately under future traffic volumes at the intersection.

North Site Access onto Brentwood Drive:

It is anticipated that the existing and proposed single lane approaches will operate adequately under future traffic volumes at the intersection. It is recommended that a TWLTL be striped on Brentwood Drive from S. 97th Circle to east of S. 97th Plaza and tie into the existing striping.

Hillcrest Plaza / S. 97th Plaza:

Due to the number of access points, nature of the roadway, and cross-section, it is recommended that a TWLTL be striped along Hillcrest Plaza / S. 97th Plaza from S. 99th Street / Floyd Street to Brentwood Street.

IV.I Pedestrian Recommendations

It is recommended that sidewalks be provided along Floyd Street and Hillcrest Plaza along the perimeter of the site to connect to the existing sidewalk network on the northside of Floyd Street and west side of S. 97th Plaza. A sidewalk connection is also recommended along the west side of North Site Access to connect to the existing sidewalk along the south side of Brentwood Drive. It is also recommended that consideration be given to providing a connection to the existing sidewalk located between Primrose School of Omaha and The Meriwether living facility. Sidewalks should be provided internally within the site.

LEGEND

XXX(XXX) = AM(PM) Peak Hour Traffic Volumes

X/X = AM/PM Peak Hour Signalized Intersection Level of Service

x/x = AM/PM Peak Hour Intersection Movement Level of Service

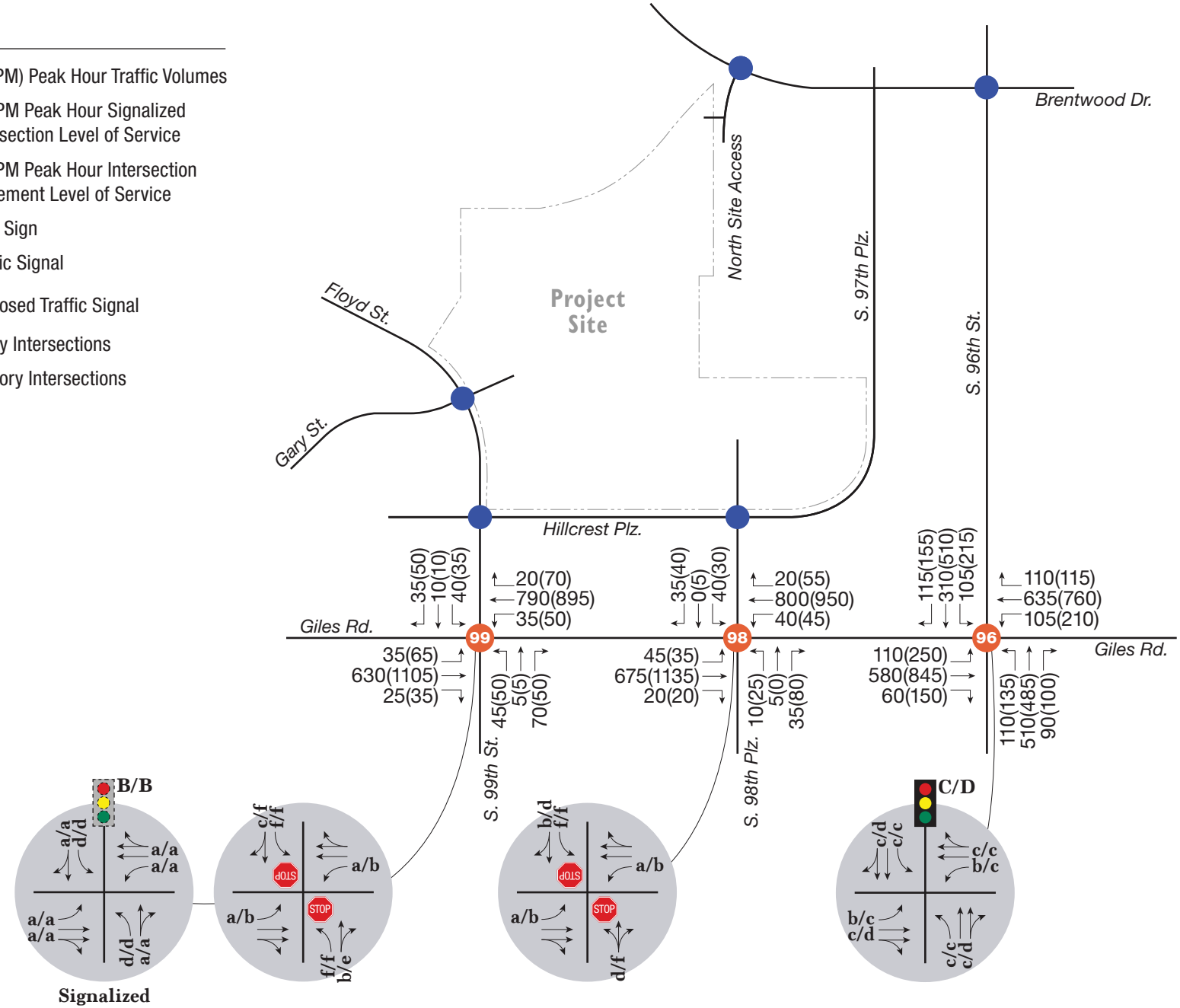
= Stop Sign

= Traffic Signal

= Proposed Traffic Signal

= Study Intersections

= Cursory Intersections



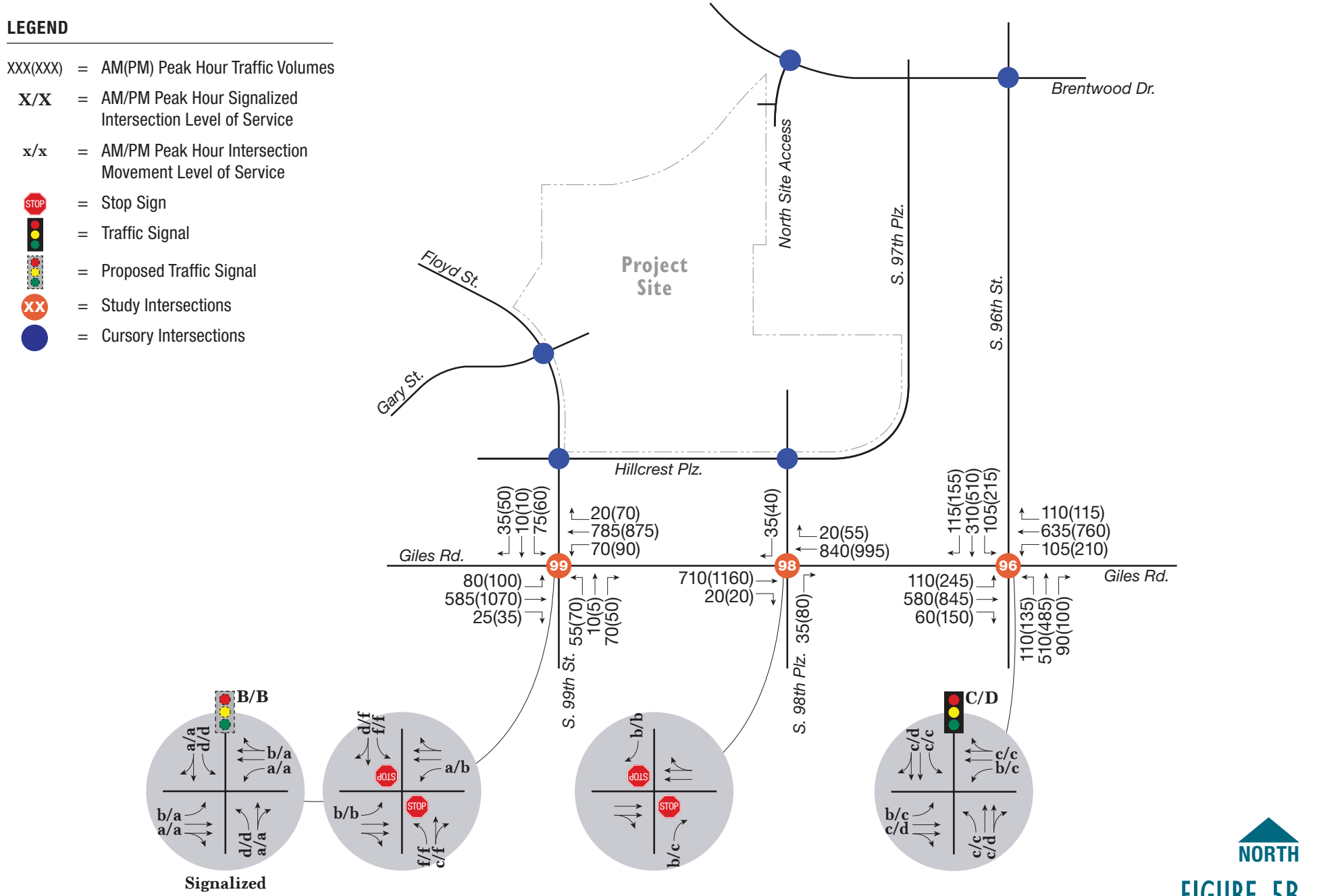
FELSBURG HOLT & ULLEVIG

NOTE: Drawing Not to Scale

FIGURE 5A

Buildout (2024) Full Access at S. 98th Plaza Traffic Conditions

La Vista Residential TIA 123100-06 5/2/23



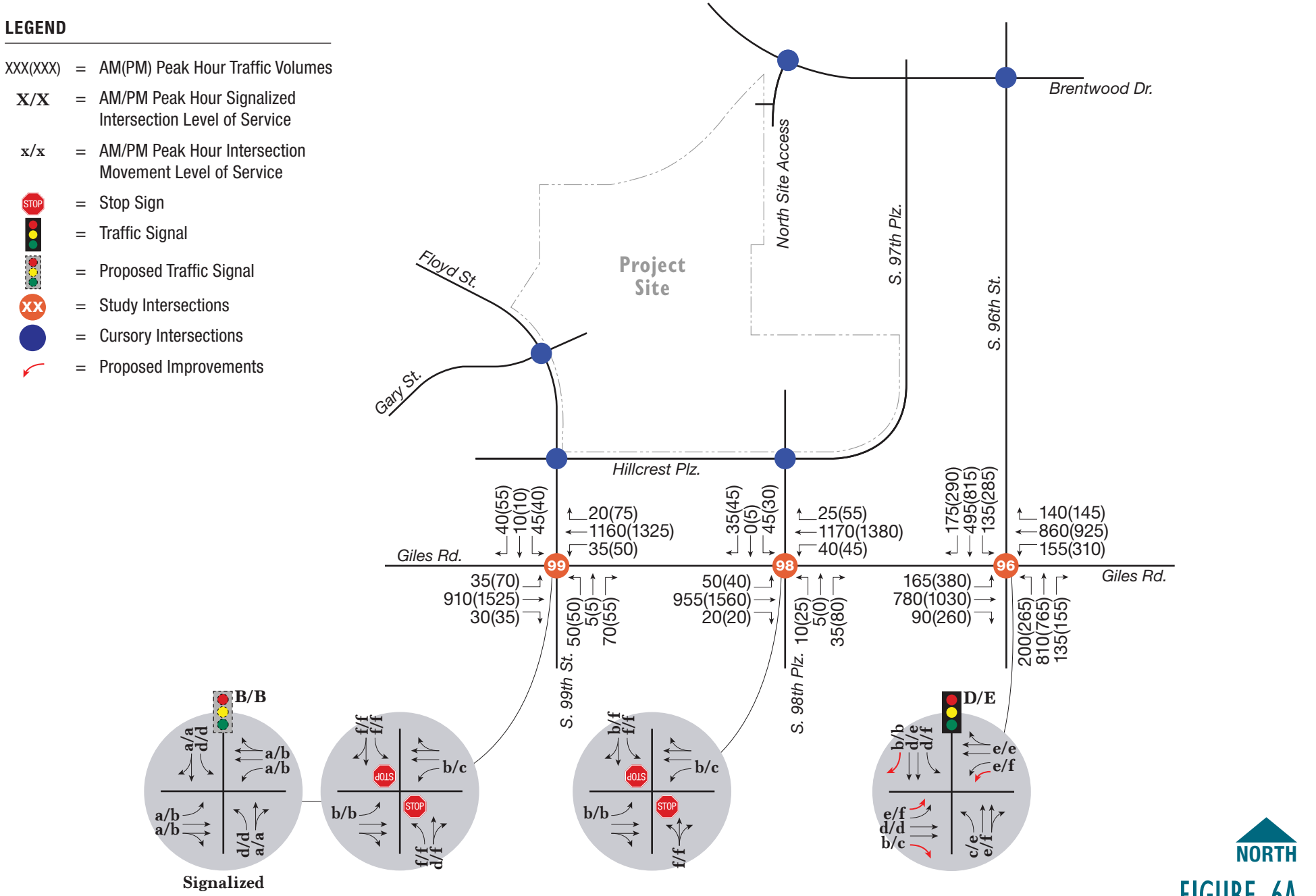
FELSBURG HOLT & ULLEVIG

NOTE: Drawing Not to Scale

FIGURE 5B

Buildout (2024) Right-In Right-Out (RIRO) at S. 98th Plaza Traffic Conditions

La Vista Residential TIA 123100-06 5/2/23



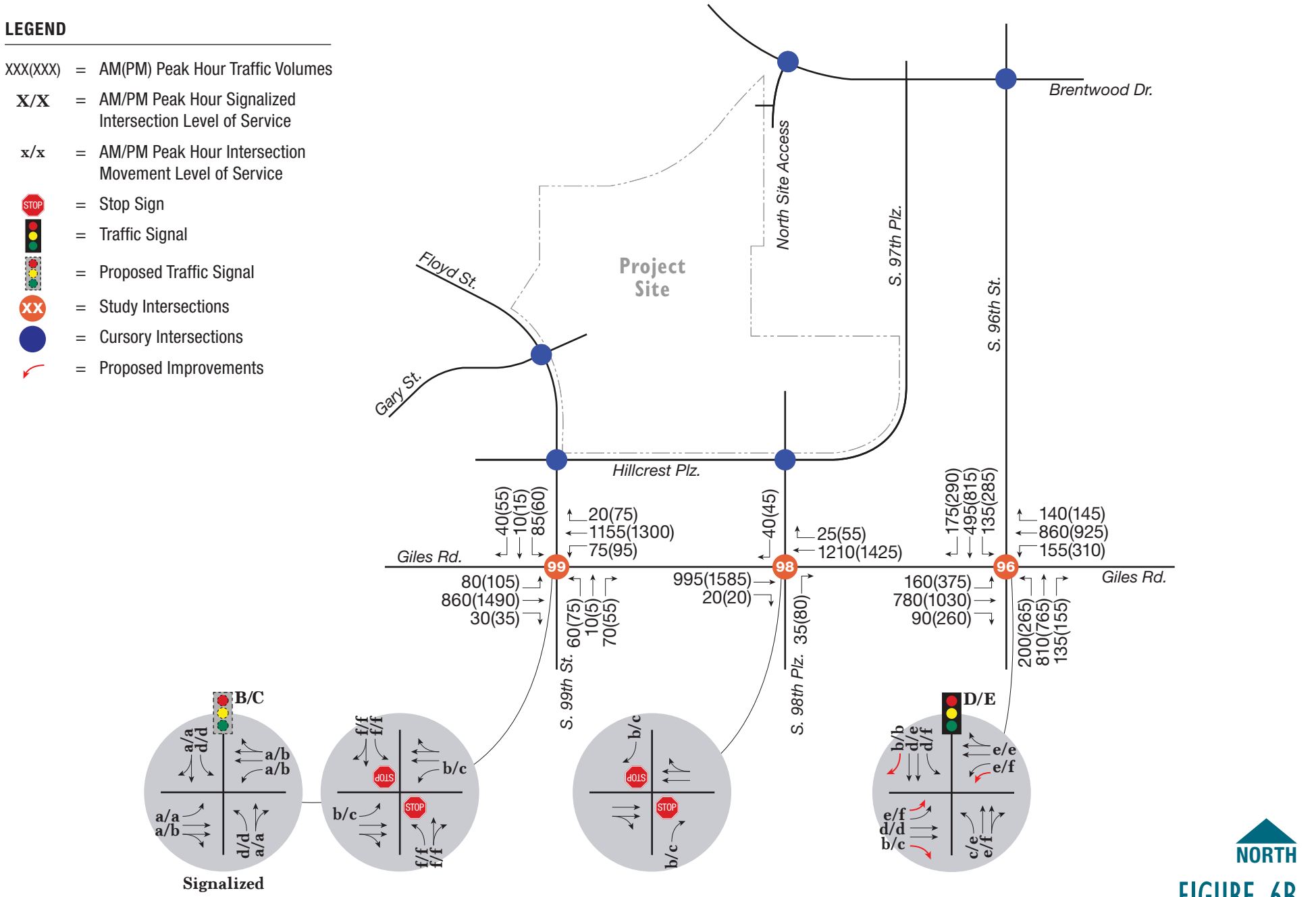
FELSBURG HOLT & ULLEVIG

NOTE: Drawing Not to Scale

FIGURE 6A

Buildout (2044) Full Access at S. 98th Plaza Traffic Conditions

La Vista Residential TIA 123100-06 5/1/23



FELSBURG HOLT & ULLEVIG

NOTE: Drawing Not to Scale

FIGURE 6B

Future (2044) Right-In Right-Out (RIRO) at S. 98th Plaza Traffic Conditions

La Vista Residential TIA 123100-06 5/1/23

V. SUMMARY AND RECOMMENDATIONS

Based on the results of the analysis, the key findings and recommendations of this study are listed:

- The AM peak hour for the study area network was determined to be 7:15 AM to 8:15 AM and the PM peak hour was 4:30 PM to 5:30 PM.
- Under Existing (2022) traffic conditions, the signalized intersection of S. 96th Street with Giles Road operates at LOS C during the AM and PM peak hours. At the unsignalized intersections in the study area, all movements currently operate at LOS C or better except for the following movements at the study intersections:
    - S. 98th Plaza with Giles Road:
        - Northbound shared left/through/right movement during the PM peak hour.
        - Southbound left-turn movement during the AM and PM peak hours.
    - S. 99th Street with Giles Road:
        - Northbound left-turn movement during the AM and PM peak hours.
        - Northbound shared through/right movement during the PM peak hour.
        - Southbound left-turn movement during the AM and PM peak hours.
        - Southbound shared through/right movement during the PM peak hour.
- Based on the *ITE Trip Generation Manual*, the proposed residential development is anticipated to generate approximately 1,890 daily vehicle-trips to the site, including 149 vehicle-trips during the AM peak hour and 174 vehicle-trips during the PM peak hour.
- Traffic volumes were developed based on an evaluation of existing traffic counts, MAPA projections for 2050, projections from previously completed studies, and adjustments for local travel patterns. Traffic projections from recently completed traffic studies were utilized as a base for background volumes and were adjusted for the appropriate analysis year.

Site Related Improvements:

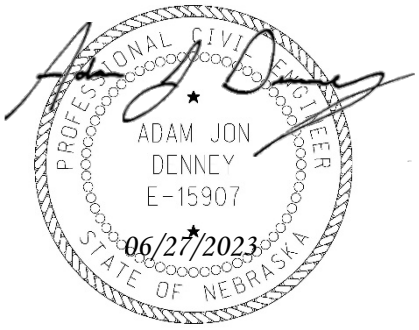
- Based on the MUTCD Signal Warrant analysis, signal warrants are anticipated to be **satisfied** at the stop-controlled intersection of S. 99th Street with Giles Road under Buildout (2024) and Future (2044) traffic conditions under both access scenarios. **It is recommended** that a traffic signal be provided at the intersection of S. 99th Street with Giles Road. The northbound and southbound approaches should provide a dedicated left-turn lane and a shared through/right-turn lane when signalized.
    - Site related traffic is anticipated to make up approximately 5% of the total traffic at the intersection.
    - Signal warrants are anticipated to be satisfied under Future (2044) background conditions.
    - The undeveloped parcels located in the study area along Hillcrest Plaza / S. 97th Street should contribute to these improvements.
    - The intersection of S. 99th Street with Giles Road should be continually monitored to determine when signal warrants are satisfied.
- With signalization at S. 99th Plaza, **it is recommended** that the access be restricted to a RIRO at the intersection of S. 98th Plaza. This improvement is anticipated to improve access control, traffic operations, and safety at the intersection. This improvement was identified as part of the *Giles Road Corridor Study*.

- Based on NCHRP Minor Approach Warrants, a northbound two-lane approach is **warranted** at the stop-controlled intersection of S. 98th Plaza with Giles Road under Buildout (2024) and Future (2044) traffic conditions under the full access scenario. However, with RIRO access **recommended**, the existing single-lane configuration shall remain.
- A cursory review of the site access connections to the existing roadway network and other internal intersections was completed. The following traffic control **is recommended:**
    - S. 98th Plaza shall remain stopped controlled north-south at the intersection with Hillcrest Plaza. A new stop sign shall be provided on the north leg.
    - Gary Street shall remain stop controlled east-west at the intersection with Floyd Street. A new stop sign shall be provided on the east leg.
    - The North Access Drive shall be stop controlled. A new stop sign shall be provided.
- **It is recommended** that a TWLTL be striped and signed at the following locations:
    - S. 99th Street / Floyd Street from median just south of Hillcrest Plaza to Gary Street
    - Brentwood Drive from S. 97th Circle to east of S. 97th Plaza and tie into the existing striping.
    - Along Hillcrest Plaza / S. 97th Plaza from S. 99th Street / Floyd Street to Brentwood Street.
- It is recommended that sidewalks be provided along Floyd Street and Hillcrest Plaza along the perimeter of the site to connect to the existing sidewalk network on the northside of Floyd Street and west side of S. 97th Plaza. A sidewalk connection is also recommended along the west side of North Site Access to connect to the existing sidewalk along the south side of Brentwood Drive. It is also recommended that consideration be given to providing a connection to the existing sidewalk located between Primrose School of Omaha and The Meriwether living facility. Sidewalks should be provided internally within the site.

Non-Site Related Improvements:

- At the intersections of S. 98th Plaza with Giles Road and S. 99th Street with Giles Road, based on NCHRP Auxiliary Right-Turn Lane Warrants, eastbound and westbound right-turn lanes are warranted under Buildout (2024) and Future (2044) traffic conditions under both access scenarios. However, due to low right-turning volume, it is not recommended that the right-turn lane be constructed. Site generated traffic makes up less than 40% of the total right-turn movement volume during the peak hour warranted. Should future operations, safety, and traffic generated by future developments provide justification for providing a right-turn lane, these improvements may be added with a separate project at a later date.
- The intersection of S. 96th Street with Giles Road was evaluated to determine short-term and long-term improvements to improve traffic operations.
    - As part of short-term improvements at the intersection of S. 96th Street with Giles Road, **it is recommended** left-turn phasing be upgraded to Flashing Yellow Arrow (FYA) on all approaches of the intersection.
    - As part of long-term improvements at the intersection of S. 96th Street with Giles Road, based on operational analysis, **it is recommended** that an eastbound and southbound right-turn lane be provided. The eastbound and southbound right-turn lanes should provide at least 150 feet of vehicle storage with a 10:1 taper. These improvements were identified as part of the *Giles Road Corridor Study*.

- As part of long-term improvements at the intersection of S. 96th Street with Giles Road, based on operational analysis, **it is recommended** that the eastbound and westbound dual left-turn lanes be provided. The eastbound and westbound left-turn lane should provide at least 275 feet and 225 feet of vehicle storage with a 10:1 taper, respectively. These improvements were identified as part of the *Giles Road Corridor Study*.



APPENDICES

Appendix A. Traffic Count Data

Appendix B. Traffic Forecast Data

Appendix C. MUTCD Signal Warrant Worksheets

Appendix D. NCHRP Auxiliary Turn Lane Warrant Worksheets

Appendix E. LOS Capacity Analysis Worksheets

Appendicies available upon request to the City Clerk's Office

ITEM F

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 5, 2023 AGENDA

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT – HUBBELL DEVELOPMENT SERVICES – LOT 2 MAYFAIR 2ND ADDITION REPLAT THREE AND LOTS 1, 2, AND 3 MAYFAIR 2ND ADDITION REPLAT SEVEN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution prepared for Council to consider an application for a Conditional Use Permit for HRC Sagebrook Multifamily, LLC (d.b.a. Hubbell Development Services) to allow for the construction and operation of a mixed residential development (multiple-family dwellings) with 264 units on Lot 2 Mayfair 2nd Addition Replat Three, and Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven, to be replatted as Lot 1 Mayfair 2nd Addition Replat Eight.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled and a resolution prepared to approve of a Conditional Use Permit for Multiple Family Dwellings for Lot 2 Mayfair 2nd Addition Replat Three, and Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven, to be replatted as Lot 1 Mayfair 2nd Addition Replat Eight.

The applicant is requesting to construct a mixed residential development (multiple family dwellings) consisting of 180 apartments in three, three-story buildings; six, one-story three-unit townhomes with attached garages; six two-story, five-unit townhomes; and nine, two-story, four-unit townhomes with attached parking. Overall, the development will consist of 264 housing units and will provide a variety of housing types not common in the area or in La Vista. The development will also include a central clubhouse with a pool, additional stand-alone garage clusters, and pedestrian connections to the adjoining Mayfair commercial area.

A detailed staff report is attached.

The Planning Commission held a public hearing on June 15, 2023, and unanimously voted 5-0 to recommend approval of the Conditional Use Permit, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, and the approval and recording of the final replat and subdivision agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR HRC SAGEBROOK MULTIFAMILY, LLC FOR A MULTIPLE-FAMILY RESIDENTIAL DEVELOPMENT ON LOT 1 MAYFAIR 2ND ADDITION REPLAT EIGHT.

WHEREAS, HRC Sagebrook Multifamily, LLC (d.b.a. Hubbell Development Services) has applied for approval of a Conditional Use Permit for the construction and operation of multiple family dwellings (apartments and townhomes) on Lot 1 Mayfair 2nd Addition Replat Eight, generally located northeast of the intersection of S 99th Street and Hillcrest Plaza; and

WHEREAS, the La Vista Planning Commission reviewed the application on June 15, 2023 and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the Conditional Use Permit for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for HRC Sagebrook Multifamily, LLC to allow for the construction and operation of multiple family dwellings on Lot 1 Mayfair 2nd Addition Replat Eight.

PASSED AND APPROVED THIS 5TH DAY OF JULY 2023.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, MMC
City Clerk

CITY OF LA VISTA
PLANNING DIVISION
RECOMMENDATION REPORT

CASE NUMBERS: PPUD23-0003; PCUP23-0004; PRP23-0002 FOR HEARING ON: JULY 5, 2023
REPORT PREPARED ON: JUNE 16, 2023

I. GENERAL INFORMATION

A. APPLICANT(S):

Hubbell Development Services
(HRC Sagebrook Multifamily, LLC)
Attn: Josh Vickery
9719 Giles Road
La Vista, NE 68128

B. PROPERTY OWNER:

One Mayfair Place LLC
12408 S 36th Street
Bellevue, NE 68005

Lazlo's La Vista Property Holdings LLC
Attn: Eric Schafer
729 Q Street
Lincoln, NE 68508

C. LOCATION: Generally located northeast of the intersection of 99th Street and Hillcrest Plaza.

D. LEGAL DESCRIPTION: Lots 1-3 Mayfair 2nd Addition Replat Seven and Lot 2 Mayfair 2nd Addition Replat Three.

E. REQUESTED ACTION(S): Approval of a Planned Unit Development (PUD) Site Plan set and ordinance, Conditional Use Permit (CUP), Replat and subdivision agreement.

F. EXISTING ZONING AND LAND USE: On May 16, 2023 the City Council approved of an amendment to the official Zoning Map of the City of La Vista to rezone the subject property from C-1 Shopping Center Commercial with a Gateway Corridor District t(Overlay District), subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan, Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

G. PURPOSE OF REQUEST: Applicant is seeking to construct a mixed residential development consisting of a mixture of multi-family

apartment buildings, multi-plex residential buildings, and townhome-style residential units.

H. SIZE OF SITE: Approximately 15.77 acres.

II. BACKGROUND INFORMATION

A. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

Direction From Subject Property	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Urban Medium Intensity Residential	R-1 Single-Family Residential	Mayfair Residential Subdivision
East	Urban High Intensity Residential	R-3 High-Density Residential, PUD, and Gateway Corridor District (Overlay District). C-1 Shopping Center Commercial and Gateway Corridor District (Overlay District).	Cedarhurst Senior Living Primrose Childcare
South	Urban Commercial	C-1 Shopping Center Commercial and Gateway Corridor District (Overlay District).	Culver's, Kathol P.C. office building, Swimtastic Swim School, Five Points Bank
West	Urban Medium Intensity Residential	R-1 Single-Family Residential	Mayfair Residential Subdivision

B. RELEVANT CASE HISTORY:

1. Mayfair 2nd Addition Replat Three was approved by City Council on September 19, 2006.
2. Mayfair 2nd Addition Replat Seven was approved by City Council on October 18, 2016.
3. On December 20, 2022 the City Council of the City of La Vista approved a Comprehensive Plan Future Land Use Map amendment in relation to the approval of the La Vista Land Use Plan and Market Study. The Future Land Use Map amendment changed the future land use designation of the

properties that are the subject of this rezoning request from Commercial to Urban High Intensity Residential.

4. On May 16, 2023 the City Council approved of an amendment to the official Zoning Map of the City of La Vista to rezone the subject property from C-1 Shopping Center Commercial with a Gateway Corridor District (Overlay District), subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan, Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

C. APPLICABLE REGULATIONS:

1. Section 5.08 of the City of La Vista Zoning Ordinance – R-3 High Density Residential
2. Section 5.15 of the City of La Vista Zoning Ordinance – PUD Planned Unit Development District (Overlay District)
3. Section 5.17 of the City of La Vista Zoning Ordinance – Gateway Corridor District (Overlay District)
4. Section 6 of the City of La Vista Zoning Ordinance – Conditional Use Permits (CUP)
5. La Vista Subdivision Regulations

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the La Vista Comprehensive Plan designates this property as Urban High Intensity Residential.
2. The proposed project will meet Policy Live-2.2 of the La Vista Comprehensive Plan which reads: "Promote the development of housing types and supportive programs for people of retirement age, allowing residents to age in place with access to daily services." This policy directly promotes Goal 2 of the Live Long category of the Comprehensive Plan, which reads: "Maintain the balance of diverse, high-quality housing that appeals to people of varying backgrounds, incomes and abilities."
3. The La Vista Land Use Plan, dated December 20, 2022, specifically suggested multifamily development for the subject property through the Urban High Intensity Residential future land use designation. As stated in the description, developments within this land use shall, "...provide a range of housing products that fill gaps in missing product types, diversify the market, and create environments for all stages of life."

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. The proposed development would have two driveway connections, one on 99th Street and another onto Hillcrest Plaza. Another connection, through an existing easement on the Cedarhurst Senior Living development property, provides access to Brentwood Drive.
2. A traffic impact analysis (TIA) was required as part of the PUD/CUP/Replat review processes to determine the need for any traffic-related infrastructure investments.
3. A draft TIA was compiled by Felsburg, Holt, and Ullevig and provided to the City for review. This TIA was reviewed by the City's third-party consulting firm, HDR, with comments for proposed changes provided. The proposed changes have been provided to the applicant to make adjustments and resubmit prior to the review of the development by City Council. The TIA and comments from HDR are attached to this report.
4. The analysis was based on two different geometric scenarios. One that kept the full access intersection at 98th Plaza and Giles Road, and another that revised that intersection to operate as a right-in/right-out.
5. Based on the results for the 2024 and 2044 Buildout volumes under both geometric scenarios, it was determined that installing a signal at 99th Street & Giles Road and restricting access at 98th Street & Giles Road to a RIRO intersection is the preferred recommendation of the TIA. The development's involvement in the installation of this traffic signal will be handled through subdivision agreement that is required through the Replat approval process.
6. Various other near-term and long-term proposed improvements proposed in the TIA reflect the findings of the West Giles Road Corridor Study conducted by the City in the past year. Staff is reviewing each recommendation and will plan for implementation as necessary.
7. The developer and representatives of the senior living facility immediately to the east of the proposed development have agreed to reroute the pedestrian access on the south side of the senior living facility to provide a better pedestrian connection to the eastern half of the Mayfair commercial area. Other pedestrian connections depicted within the PUD Site Plan provide adequate access to the rest of the Mayfair subdivision.

D. UTILITIES:

1. The property has access to all necessary utilities.

E. PARKING REQUIREMENTS:

1. The minimum off-street parking stall requirements for the proposed development per Section 7.06 of the La Vista Zoning Ordinance and the number of proposed parking stalls for each lot in the development are as follows:

Lot #	Use	Required Stalls	Provided Stalls
Proposed Lot 1 Mayfair 2nd Add Replat Eight	Multi-Family	456	456

2. The proposed number of provided off-street parking stalls for the development exceeds the minimum number of stalls required by Section 7.06 of the La Vista Zoning Ordinance.
3. Per Section 7.05.09, multi-family housing developments shall provide a minimum of 0.5 enclosed garages per unit, but these garages may count toward the total number of parking spaces required. With 264 units, this requirement for the Sagewood Mixed Residential Development is to provide a minimum of 132 garage stalls. This proposal includes 193 garage stalls (6 garage stalls incorporated into each Lazio unit, 8 stalls incorporated into each Della unit; and 85 garages in stand-alone clusters.

IV. REVIEW COMMENTS:

1. Applicant is requesting to construct a mixed residential development consisting of 180 apartments in three, three-story buildings; six, one-story three-unit townhomes with attached garages; six two-story, five-unit townhomes; and nine, two-story, four-unit townhomes with attached parking. The development will also include a central clubhouse with a pool, additional stand-alone garage clusters, and pedestrian connections to the adjoining Mayfair commercial area.
2. The applicant has requested an allowance for a reduction in the front yard setback requirement for the R-3 High-Density Residential Zoning District from 30 feet to 15 feet along Hillcrest Plaza/S 97th Plaza. As Hillcrest Plaza/S 97th Plaza is an easement road with the property line resting near the centerline of the road, the City's standard setback measurement is conducted from the back-of-curb of the paved roadway. Allowances for this setback requirement reduction may be granted by City Council through the Planned Unit Development process, per Section 5.15.02.04 of the La Vista Zoning Ordinance.
3. The applicant has also requested allowances in relation to the Commercial Building Design Guide and Criteria of Gateway Corridor District. Allowances in relation to the design guidelines have been included in the draft PUD Ordinance. The draft PUD Ordinance is attached to this report.

4. The building, site, landscape design for each of the proposed building types is under review by the City's third-party Design Review Architect. This design review process must be substantially complete prior to the application for building permits. The exhibits within the final approved CUP that are related to the design of the development will be required to be updated prior to the recording of the CUP.
5. A subdivision agreement has been drafted and is attached to this report. It addresses items including but not limited to: public and private improvements, guarantees and performance bonds, etc.

V. STAFF RECOMMENDATION – PLANNED UNIT DEVELOPMENT:

Staff recommends approval of the PUD Site Plan and Ordinance, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

VI. PLANNING COMMISSION RECOMMENDATION – PLANNED UNIT DEVELOPMENT:

The Planning Commission met on June 15, 2023 and voted 5-0 to recommend approval of the approval of the PUD Site Plan and Ordinance, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a Conditional Use Permit, and approval and recording of the final replat and subdivision agreement.

VII. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:

Staff recommends approval of the Conditional Use Permit, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, and the approval and recording of the final replat and subdivision agreement.

VIII. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:

The Planning Commission met on June 15, 2023 and voted 5-0 to recommend approval of the approval of the Conditional Use Permit, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, and the approval and recording of the final replat and subdivision agreement.

IX. STAFF RECOMMENDATION – REPLAT:

Staff recommends approval of the Replat, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, Conditional Use Permit, and the approval and recording of the subdivision agreement.

X. PLANNING COMMISSION RECOMMENDATION – REPLAT:

The Planning Commission met on June 15, 2023 and voted 5-0 to recommend approval of the approval of the Replat, subject to satisfaction of all applicable

requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, Conditional Use Permit, and the approval and recording of the subdivision agreement.

XI. ATTACHMENTS TO REPORT:

A. Vicinity Map
B. Staff Review Letters
C. Draft PUD Ordinance
D. PUD Site Plan map set
E. Draft Conditional Use Permit
F. Draft Traffic Impact Analysis and Third-Party Review Letter
G. Subdivision Agreement

XII. COPIES OF THE REPORT SENT TO:

A. Josh Vickery, Hubbell Development Services
B. Trevor Veskrna, Thompson, Dreessen & Dorner, Inc.
C. Public Upon Request

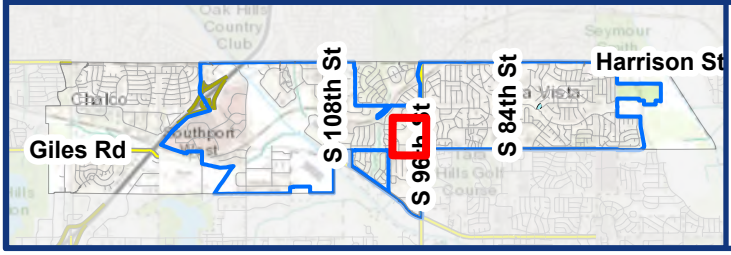
Prepared by: Deputy Community Development Director

6/28/23

Community Development Director Date



Vicinity Map - Hubbell Development Applications



Legend

- Property Lines
- Development Boundary

LA VISTA

LA VISTA
IMPROVE YOUR POINT OF VIEW.

April 14, 2023

TD2
Trevor Veskrna
10836 Old Mill Road
Omaha, NE 68154

RE: Mayfair Apartments – PUD, CUP & Replat Applications – Initial Review Letter
Lots 1-3 Mayfair 2nd Addition Replat Seven & Lot 2 Mayfair 2nd Addition Replat Three

Mr. Veskrna,

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 and Zoning Ordinance, the City has the following comments:

Replat Application

1. Subdivision Regulations Section 3.03.03 – Please include a phasing plan on the preliminary plat if the development is anticipated to be developed in phases.

2. Subdivision Regulations Section 3.03.09 – Please provide the approximate lot dimensions and square footage on the Preliminary Plat.

3. Subdivision Regulations Section 3.03.09 – Please indicate location, elevation, and size of public utilities on the Preliminary Plat.

4. Subdivision Regulations Section 3.03.16 – Please submit a copy of an erosion control plan for the site.

5. Subdivision Regulations Section 3.05.11 – On the Final Plat, the second Acknowledgment of Notary should be "Lazlo's La Vista Property Holdings, LLC" per recorded Warranty Deed.

6. Subdivision Regulations Section 3.05.14 – On the Final Plat, please use the City of La Vista Approval Block as described in Section 10.04 of the Subdivision Regulations.

7. Subdivision Regulations Section 3.05.16 – On the Final Plat, please include a block for the Sarpy County Register of Deeds.

8. Subdivision Regulations Section 3.05.17 – On the Final Plat, please include a block for review by Sarpy County Public Works.

9. Subdivision Regulations Section 3.05.18 – If there will be a lender or lien holder for any of the properties included in the proposed development, please include a block for the approval of the lending institution on the Final Plat.

10. Subdivision Regulations Section 3.05.20 – Please provide copies of any restrictions or covenants affecting the subdivisions, or any parts thereof, if applicable.

11. Subdivision Regulations Section 3.05.24 – Please provide financial data showing the costs of all public improvements.

12. Subdivision Regulations Section 3.05.25 – A Subdivision Agreement will be necessary based upon the sewer connection provision, and/or public improvements that may be required based upon further technical reviews of the Traffic Impact Study and other application materials.

13. Subdivision Regulations Section 3.08.03.2 - The side lot line easement between each property will need to be released with any telecom and/or utility provider that may be within the easement. Easements will need to be released prior to recording of the Replat.

14. Zoning Ordinance Section 15.04.03 – Financial assurances will be required through the Subdivision Agreement for the value of the required public improvements, which will include sidewalks and other improvements that may arise from further technical review of the proposed development.

15. General Comment: The Sarpy County Surveyor provided the City with a letter on March 27, 2023 explaining that several comments/questions they had were discussed with your survey team and that they would be addressed in an updated version of the Final Plat. Please provide this updated plat for further review by the City and Sarpy County Surveyor.

Planned Unit Development & Conditional Use Permit Applications

16. Zoning Ordinance Section 5.15.04.01 – Please submit an anticipated schedule of construction.

17. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 – Please submit a Traffic Impact Study (TIS), inclusive of peaking factors, for the proposed development.

18. Zoning Ordinance Section 5.15.04.05 - Please confirm that the proposed usage will not exceed the capacity of the existing public sanitary sewer.

19. Zoning Ordinance Section 5.15.04.07 and 5.15.04.22 – Please provide a photometric plan to the City for review to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Please ensure that the boundaries/calculations of the photometric study extend thirty feet beyond your property line(s). When preparing the photometric plan, please note that there is a specific site lighting fixture approved for the Gateway Corridor, with details on this fixture included in the Gateway Corridor District Design Guidelines.

20. Zoning Ordinance Section 5.15.04.07 and 5.15.04.16 – Proper pedestrian access shall be provided between each building within the planned unit development. Sidewalks will be required along each side of the road(s) throughout the development, not just on one side. This sidewalk access should be continued to the north access point near Brentwood Drive as well.

21. Zoning Ordinance Section 5.15.04.08 – Please review the parking statistics table on the PUD site plan and correct as necessary. The multi-family garage requirement (0.5 garage stalls per unit) will be applied to the entire site (as a multi-family development), not just the apartment buildings. The garage stalls included in the Lazio and Della units would count toward this requirement.

22. Zoning Ordinance Section 5.15.04.09 – The landscape screening along the north and west edges of the property needs to meet or exceed that of Exhibit "B" of the subdivision agreement for Mayfair 2nd Addition Replat Seven. This exhibit has been enclosed, along with the referencing page of the subdivision agreement. The full agreement is available upon request.

23. Zoning Ordinance Section 5.15.04.13 – Please provide provisions for ownership and maintenance of the common open spaces to ensure timely maintenance of said spaces.

24. Zoning Ordinance Section 5.15.04.17 – The standard of measurement of setbacks along easement roads in the La Vista Zoning Jurisdiction is to measure from the back edge of the curb of the paved roadway. Please include a table on the PUD Site Plan that depicts the allowed setbacks of the R-3 Zoning District and include a note stating width of the reduced setback along Hillcrest Plaza.

25. Zoning Ordinance Section 5.15.04.19 - Please confirm that the Cobalt building type units (3 buildings) on the southeast corner of the property have the front doors and front building facades facing Hillcrest Plaza, and that the rear of the buildings are internal to the site.

26. Zoning Ordinance Section 5.15.05.02.4 – Please confirm that perimeter sidewalk locations and dimensions are compliant with Section 4.20 of the Subdivision Regulations. The requirements of Section 4.20 include, but are not limited to: the pavement width be a minimum of 5 feet, pavement thickness shall be a minimum 4 inches, there shall be a minimum distance of 6 feet between edge of the sidewalk walk and curb, and that all sidewalks and crossings must be compliant with the standards of the Americans with Disabilities Act.

27. Zoning Ordinance Section 5.15.05.03.2 – On the PUD site plan, please provide the density calculation in dwelling units per acre for the entire development (including every unit type).

28. Zoning Ordinance Section 5.15.05.03.4 – On the PUD site plan, please provide the percentage of the development plan that is provided for common open space, as defined by this regulation.

29. Zoning Ordinance Section 5.15.05.04 and 6.05.02 – To accompany the PCSMP sheets that were submitted with the Preliminary Plat, please submit a full Post Construction Stormwater Management Plan inclusive of a drainage study report with calculations.

30. Zoning Ordinance Section 5.15.05.04 – Please provide adequate sanitary sewer information (drawings/statement) for the disposition of said utility.

31. Zoning Ordinance Section 5.15.05.08 – Please describe the provisions that will be made for the care and maintenance of the recreational facilities proposed.

32. Zoning Ordinance Section 5.15.05.09 – Please submit any restrictive covenants that are to be recorded with the property, if applicable.

33. General comment - Confirm that the row of Cobalt building types are clear of the existing Storm Sewer Easement generally running northeast of the bend of Hillcrest Plaza/100 year Storm Sewer Easement in the southeast portion of the lot as shown on the Final Plat.

34. General comment - Confirm the apartment building type on the south side of the lot is clear of the existing Sanitary Sewer Easement as shown on the Final Plat.

35. General comment – Please include the intended operating hours for the leasing office and clubhouse in the operating statement for the Conditional Use Permit application.

General Development Comments

36. The building design for each of the proposed buildings must be reviewed as part of the design review process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes, with the exception of the review of the landscaping plan. The landscaping plan is currently under review and additional comments may be forthcoming.

37. A letter sent to Hubbell Development Services from Cedarhurst Senior Living dated March 29, 2023 was forwarded to the City, and included several requests/proposed changes to the development site plan. Please confirm that you received this letter, and please let us know how you intend to respond to this letter.

    Additionally, please provide confirmation of conversations with ownership representation of the intent to utilize the access easement at the north end of their property as well as the intention the connect to (and reroute) the sidewalk connection on the south side of their property.

38. A draft of the Conditional Use Permit will be provided upon review of the revised documents.

Please resubmit 2 paper copies of the Preliminary and Final Plats, PUD and CUP site plans, and other supporting documentation requested in this letter (including electronic copies) to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter. 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
(402) 593-6400

cc:

Josh Vickery, Hubbell Development Services
Doug Kellner, TD2
Bruce Fountain, Community Development Director – City of La Vista
Cale Brodersen, Associate City Planner – City of La Vista
Pat Dowse, City Engineer – City of La Vista

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Road
Omaha, NE 68154
402 330-8860

May 9, 2023

City of La Vista
Chris Solberg, Deputy Community Development Director
8816 Park View Blvd.
La Vista, NE 68128

RE: Mayfair Apartments – PUD, CUP, and Replat Applications – Initial Review Letter
Lots 1 – 3, Mayfair 2nd Addition Replat Seven & Lot 2, Mayfair 2nd Addition Replat Three

Mr. Solberg,

Below are responses to the comments on the Mayfair Apartments – PUD, CUP, and Replat Initial Review Letter dated April 14, 2023. The city comments are listed below followed by our responses in bold. Additionally, the developer has requested to rename the plat from Mayfair 2nd Addition, Lot 1, to Sagebrook, Lot 1.

1. Subdivision Regulations Section 3.03.03 - Please include a phasing plan on the preliminary plat if the development is anticipated to be developed in phases.
A proposed phasing plan has been included with this submittal as Exhibit 2.

2. Subdivision Regulations Section 3.03.09 - Please provide the approximate lot dimensions and square footage on the Preliminary Plat.
Lot dimensions and square footage have been added to the Preliminary Plat.

3. Subdivision Regulations Section 3.03.09 - Please indicate location, elevation, and size of public utilities on the Preliminary Plat.
Public utilities have been added to the Preliminary Plat. Per information obtained from TD2's survey, all public utilities are adequately sized to support the proposed project.

4. Subdivision Regulations Section 3.03.1 6 - Please submit a copy of an erosion control plan for the site.
The erosion control plan is included in the Preliminary Plat as Exhibit B.

5. Subdivision Regulations Section 3.05.1 1 - On the Final Plat, the second Acknowledgment of Notary should be "Lazlo's La Vista Property Holdings, LLC" per recorded Warranty Deed.
Updated.

6. Subdivision Regulations Section 3.05.14 - On the Final Plat, please use the City of La Vista Approval Block as described in Section 10.04 of the Subdivision Regulations.
Added.

7. Subdivision Regulations Section 3.05.1 6 - On the Final Plat, please include a block for the Sarpy County Register of Deeds.
   Updated.

8. Subdivision Regulations Section 3.05.17 - On the Final Plat, please include a block for review by Sarpy County Public Works.
   Added.

9. Subdivision Regulations Section 3.05.18 - If there will be a lender or lien holder for any of the properties included in the proposed development, please include a block for the approval of the lending institution on the Final Plat.
   Lender and lien holder information will be added to the Final Plat prior to being recorded if applicable.

10. Subdivision Regulations Section 3.05.20 - Please provide copies of any restrictions or covenants affecting the subdivisions, or any parts thereof, if applicable.
    A draft Subdivision Agreement is currently in progress and will be submitted to the city for review as soon as it is available.

11. Subdivision Regulations Section 3.05.24 - Please provide financial data showing the costs of all public improvements.
    Financial data for public improvements will be included with the Subdivision Agreement.

12. Subdivision Regulations Section 3.05.25 - A Subdivision Agreement will be necessary based upon the sewer connection provision, and/or public improvements that may be required based upon further technical reviews of the Traffic Impact Study and other application materials.
    Acknowledged. A draft Subdivision Agreement is currently in progress.

13. Subdivision Regulations Section 3.08.03.2 - The side lot line easement between each property will need to be released with any telecom and/or utility provider that may be within the easement. Easements will need to be released prior to recording of the replat.
    Acknowledged. We are currently in the process of releasing easements.

14. Section 15.04.03 - Financial assurances will be required through the Subdivision Agreement for the value of the required public improvements, which will include sidewalks and other improvements that may arise from further technical review of the proposed development.
    Acknowledged. A draft Subdivision Agreement is currently in progress.

15. General Comment: The Sarpy County Surveyor provided the city with a letter on March 27, 2023, explaining that several comments/questions they had were discussed with your survey team and that they would be addressed in an updated version of the Final Plat. Please provide this updated plat for further review by the city and Sarpy County Surveyor.
Acknowledged.

16. Zoning Ordinance Section 5.1 5.04.01 - Please submit an anticipated schedule of construction.
A preliminary construction schedule has been included with this submittal as Exhibit 3.

17. Zoning Ordinance Sections 5.1 5.04.04, 6.05.04, 6.05.05, and 6.05.10 - Please submit a Traffic Impact Study (TIS), inclusive of peaking factors, for the proposed development.
A traffic study has been completed and the draft report has been submitted to the city for review.

18. Zoning Ordinance Section 5.1 5.04.05 - Please confirm that the proposed usage will not exceed the capacity of the existing public sanitary sewer.
The existing sanitary sewer has capacity to accommodate the proposed project. A Sanitary Sewer Capacity Exhibit, "Ex.1", has been included with this submittal.

19. Zoning Ordinance Section 5.1 5.04.07 and 5.15.04.22 - Please provide a photometric plan to the City for review to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Please ensure that the boundaries/calculations of the photometric study extend thirty feet beyond your property line(s). When preparing the photometric plan, please note that there is a specific site lighting fixture approved for the Gateway Corridor, with details on this fixture included in the Gateway Corridor District Design Guidelines.
Acknowledged. A photometric light plan is currently being prepared and will be submitted to the city for review as soon as it is available.

20. Zoning Ordinance Section 5.15.04.07 and 5.15.04.16 - Proper pedestrian access shall be provided between each building within the planned unit development. Sidewalks will be required along each side of the road(s) throughout the development, not just on one side. This sidewalk access should be continued to the north access point near Brentwood Drive as well.
Additional sidewalks have been added on both sides of the street to provide each unit with sidewalk access. The sidewalk has been extended to the access point with Lot 2, Mayfair 2nd Addition Replat 5.

21. Zoning Ordinance Section 5.1 5.04.08 - Please review the parking statistics table on the PUD site plan and correct as necessary. The multi-family garage requirement (0.5 garage stalls per unit) will be applied to the entire site (as a multi-family development), not just the apartment buildings. The garage stalls included in the Lazio and Della units would count toward this requirement.
The garage count has been updated in the Parking Statistics table to reflect this.

22. Zoning Ordinance Section 5.15.04.09 - The landscape screening along the north and west edges of the property needs to meet or exceed that of Exhibit "B" of the subdivision agreement for Mayfair 2nd Addition Replat Seven. This exhibit has been enclosed, along with the referencing page of the subdivision agreement. The full agreement is available upon request.
The landscaping along the north and west property lines has been updated to match Exhibit B of the subdivision agreement for Mayfair 2nd Addition Replat Seven.

23. Zoning Ordinance Section 5.15.04.13 - Please provide provisions for ownership and maintenance of the common open spaces to ensure timely maintenance of said spaces.
Ownership and maintenance will be included in the Subdivision Agreement.

24. Zoning Ordinance Section 5.15.04.17 - The standard of measurement of setbacks along easement roads in the La Vista Zoning Jurisdiction is to measure from the back edge of the curb of the paved roadway. Please include a table on the PUD Site Plan that depicts the allowed setbacks of the R-3 Zoning District and include a note stating width of the reduced setback along Hillcrest Plaza.
A setback requirement table has been added to the PUD Site Plan. The required front yard setback in R-3 for multi-family use types is 30 feet. The proposed front yard setback is 15 feet from the back of curb along Hillcrest Plaza and 30 feet from the property line along 99th Street.

25. Zoning Ordinance Section 5.15.04.19 - Please confirm that the Cobalt building type units (3 buildings) on the southeast corner of the property have the front doors and front building facades facing Hillcrest Plaza, and that the rear of the buildings are internal to the site.
Cobalt unit front doors face Hillcrest Plaza.

26. Zoning Ordinance Section 5.15.05.02.4 - Please confirm that perimeter sidewalk locations and dimensions are compliant with Section 4.20 of the Subdivision Regulations. The requirements of Section 4.20 include but are not limited to: the pavement width be a minimum of 5 feet, pavement thickness shall be a minimum 4 inches, there shall be a minimum distance of 6 feet between edge of the sidewalk walk and curb, and that all sidewalks and crossings must be compliant with the standards of the Americans with Disabilities Act.
Perimeter sidewalk locations and dimensions are compliant with Section 4.20 of the Subdivision Regulations.

27. Section 5.15.05.03.2 - On the PUD site plan, please provide the density calculation in dwelling units per acre for the entire development (including every unit type).
The density calculation has been added to the building statistics table on the PUD Site Plan.

28. Zoning Ordinance Section 5.15.05.03.4 - On the PUD site plan, please provide the percentage of the development plan that is provided for common open space, as defined by this regulation.
Open space percentage is shown in the site statistics table on the PUD Site Plan.

29. Zoning Ordinance Section 5.15.05.04 and 6.05.02 - To accompany the PCSMP sheets that were submitted with the Preliminary Plat, please submit a full Post Construction Stormwater Management Plan inclusive of a drainage study report with calculations.
A draft drainage study has been included with this submittal. A complete drainage study with pipe and inlet sizing calculations will be included with the construction documents and submitted as part of the PCSMP review with the city.

30. Zoning Ordinance Section 5.15.05.04 - Please provide adequate sanitary sewer information (drawings/statement) for the disposition of said utility.
The proposed on site sanitary sewer is 8" PVC and is shown on the PUD Utility Plan and the Preliminary Plat Utility Plan.

31. Zoning Ordinance Section 5.1 5.05.08 - Please describe the provisions that will be made for the care and maintenance of the recreational facilities proposed.
Care and maintenance provisions will be included in the Subdivision Agreement.

32. Zoning Ordinance Section 5.15.05.09 - Please submit any restrictive covenants that are to be recorded with the property, if applicable.
A draft subdivision agreement is currently in progress.

33. General comment - Confirm that the row of Cobalt building types are clear of the existing Storm Sewer Easement generally running northeast of the bend of Hillcrest Plaza/ 100-year Storm Sewer Easement in the southeast portion of the lot as shown on the Final Plat.
The Cobalt buildings have been shifted to avoid the existing Storm Sewer Easement.

34. General comment - Confirm the apartment building type on the south side of the lot is clear of the existing Sanitary Sewer Easement as shown on the Final Plat.
Apartment Building 3 currently conflicts with the existing Sanitary Sewer Easement. Coordination with the city is on-going to release this easement. At this time, sanitary sewer is not known to exist within this easement.

35. General comment - Please include the intended operating hours for the leasing office and clubhouse in the operating statement for the Conditional Use Permit application.
An updated operation statement has been included with this submittal.

36. The building design for each of the proposed buildings must be reviewed as part of the design review process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes, with the exception of the review of the landscaping plan. The landscaping plan is currently under review and additional comments may be forthcoming.
Acknowledged.

37. A letter sent to Hubbell Development Services from Cedarhurst Senior Living dated March 29, 2023, was forwarded to the city, and included several requests/proposed changes to the development site plan. Please confirm that you received this letter, and please let us know how you intend to respond to this letter.
Hubbell Development Services has received this letter and has been in communication with Cedarhurst Senior Living. Additional landscaping will be provided between the Della units and the senior living.

    Additionally, please provide confirmation of conversations with ownership representation of the intent to utilize the access easement at the north end of their property as well as the intention the connect to (and reroute) the sidewalk connection on the south side of their property.
    Hubbell Development Services has been in communication with ownership for the connection to the north access and south sidewalk.

38. A draft of the Conditional Use Permit will be provided upon review of the revised documents.
Acknowledged.

We appreciate the City of La Vista's efforts in preparing this review. We would like to continue working the city to address any unresolved or outstanding items. Please contact us with any questions or concerns.

Respectfully submitted,

Trevor Veskrna, P.E.
THOMPSON, DREESSEN & DORNER, INC.

TV/alj

LA VISTA
IMPROVE YOUR POINT OF VIEW.

May 26, 2023

TD2
Trevor Veskrna
10836 Old Mill Road
Omaha, NE 68154

RE: Mayfair Apartments – PUD, CUP & Replat Applications – 2nd Review Letter
Lots 1-3 Mayfair 2nd Addition Replat Seven & Lot 2 Mayfair 2nd Addition Replat Three

Mr. Veskrna,

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 and Zoning Ordinance, the City has the following comments:

Replat Application

1. General Comment – A draft subdivision agreement was received by the City on May 24, 2023. We will commence our review of the draft agreement and provide comments once drafted.

Planned Unit Development & Conditional Use Permit Applications

2. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 – The submitted Traffic Impact Study (TIS) is currently under review by the City's third-party reviewer. A response to the study is expected sometime next week. The City Engineer does not expect substantive changes to the TIS or the development based on the comments of the third-party reviewer.

However, if any changes are required, these changes need to be provided and reviewed prior to consideration of the items under review in this letter by the City Council.

3. Zoning Ordinance Section 5.15.04.07 and 5.15.04.22 – A photometric plan was submitted and reviewed to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Staff approves of the proposed photometric plan.

4. Zoning Ordinance Section 5.15.04.08 – Please provide parking stall counts inclusive of ADA considerations.

5. General comment – Staff plans to include verbiage within the resolution that approves of the proposed Final Plat to remove the existing Sanitary Sewer Easement on the south side as part of the approval process.

6. Zoning Ordinance Section 5.15.04.07 and 5.15.04.16 – To complete the sidewalk network in the development to provide adequate pedestrian connectivity, please update the plan to include the two sidewalk connections noted in red on the plan in Exhibit A, attached to this letter.

General Development Comments

7. Elevations of the sanitary sewer and other pertinent utilities will need to be provided prior to the issuance of a building permit.

8. The building design for each of the proposed buildings must be reviewed as part of the formal design review application process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes.

   Further refinement of the design of the garages and the site landscaping will be of specific consideration during this process.

9. A draft of the Conditional Use Permit has been attached for your review.

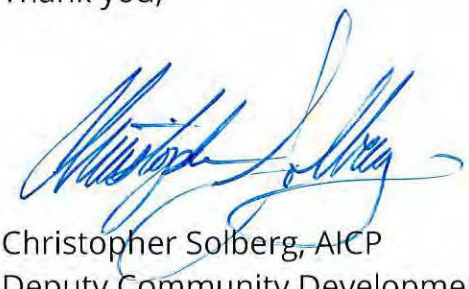
10. A draft Planned Unit Development ordinance will be provided in the coming weeks that addresses the setbacks for the development and the allowances

provided within the PUD area in relation to the Gateway Corridor District Design Guidelines.

Please resubmit 2 paper copies of the Preliminary and Final Plats, PUD and CUP site plans, and other supporting documentation requested in this letter (including electronic copies) to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter by June 5, 2023.

We have added these applications to the agenda for the June 15th Planning Commission meeting. Please have someone in attendance at the meeting to present the project and answer any questions as necessary. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,



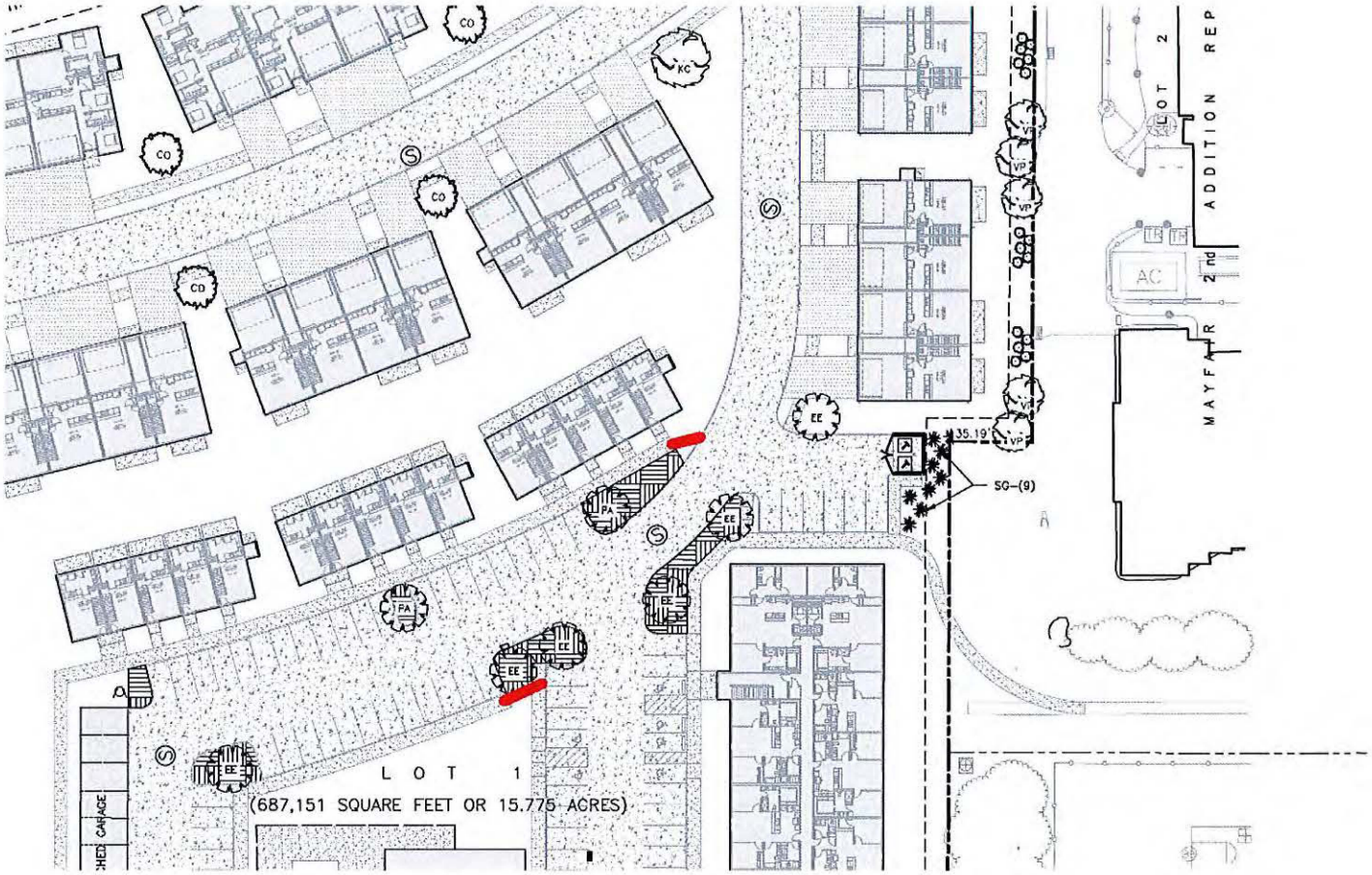
Christopher Solberg, AICP
Deputy Community Development Director
City of La Vista
csolberg@cityoflavista.org
(402) 593-6400

cc:

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Doug Kellner, TD2
Bruce Fountain, Community Development Director – City of La Vista
Cale Brodersen, Associate City Planner – City of La Vista
Pat Dowse, City Engineer – City of La Vista

Enclosure

Exhibit A – Sidewalk Additions



TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Road
Omaha, NE 68154
402 330-8860

June 2, 2023

City of La Vista
Chris Solberg, Deputy Community Development Director
8816 Park View Blvd.
La Vista, NE 68128

RE: Mayfair Apartments – PUD, CUP, and Replat Applications – 2nd Review Letter
Lots 1 – 3, Mayfair 2nd Addition Replat Seven & Lot 2, Mayfair 2nd Addition Replat Three
TD2 File No. 2253-109

Mr. Solberg,

Below are responses to the comments on the Mayfair Apartments – PUD, CUP, and Replat 2nd Review Letter dated May 26, 2023. The city comments are listed below followed by our responses in bold.

1. General Comment - A draft subdivision agreement was received by the City on May 24, 2023. We will commence our review of the draft agreement and provide comments once drafted.
Acknowledged.

2. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 - The submitted Traffic Impact Study (TIS) is currently under review by the City's third-party reviewer. A response to the study is expected sometime next week. The City Engineer does not expect substantive changes to the TIS or the development based on the comments of the third-party reviewer. However, if any changes are required, these changes need to be provided and reviewed prior to consideration of the items under review in this letter by the City Council.
Acknowledged.

3. Zoning Ordinance Section 5.1 5.04.07 and 5.15.04.22 - A photometric plan was submitted and reviewed to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Staff approves of the proposed photometric plan.
Acknowledged.

4. Zoning Ordinance Section 5.1 5.04.08 - Please provide parking stall counts inclusive of ADA considerations.
ADA parking parameters and requirements have been added to the Parking Statistics table on the PUD and CUP Site Plan.

5. General comment - Staff plans to include verbiage within the resolution that approves of the proposed Final Plat to remove the existing Sanitary Sewer Easement on the south side as part of the approval process.
Acknowledged.

6. Zoning Ordinance Section 5.15.04.07 and 5.1 5.04.1 6 - To complete the sidewalk network in the development to provide adequate pedestrian connectivity, please update the plan to include the two sidewalk connections noted in red on the plan in Exhibit A, attached to this letter.
   Sidewalks have been added per Exhibit A.

7. Elevations of the sanitary sewer and other pertinent utilities will need to be provided prior to the issuance of a building permit.
   Acknowledged.

8. The building design for each of the proposed buildings must be reviewed as part of the formal design review application process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes. Further refinement of the design of the garages and the site landscaping will be of specific consideration during this process.
   Acknowledged.

9. A draft of the Conditional Use Permit has been attached for your review.
   Received.

10. A draft Planned Unit Development ordinance will be provided in the coming weeks that addresses the setbacks for the development and the allowances provided within the PUD area in relation to the Gateway Corridor District Design Guidelines.
    Acknowledged.

We appreciate the City of La Vista's efforts in preparing this review. We would like to continue working the city to address any unresolved or outstanding items. Please contact us with any questions or concerns.

Respectfully submitted,

Trevor Veskrna, P.E.
THOMPSON, DREESSEN & DORNER, INC.

TDV/anr

CITY OF LAVISTA
CONDITIONAL USE PERMIT

Conditional Use Permit for Multiple Family Dwellings
(Sagebrook Apartments)
Lot 1, Mayfair 2nd Addition Replat Eight

This Conditional Use Permit is issued this 5th day of July 2023 by the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City") to HRC Sagebrook Multifamily, LLC, a limited liability company authorized to do business in Nebraska ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a multiple-family dwelling complex to be known as the Sagebrook Apartments upon the following described tract of land within the City of La Vista's zoning jurisdiction:

Lot 1 Mayfair 2nd Addition Replat Eight, a subdivision in Sarpy County, Nebraska (the "Property") as depicted in Exhibit "A" the final plat; and

WHEREAS, Owner has applied for a Conditional Use Permit for the purpose of constructing and operating a multiple-family dwelling complex on the Property as described above; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit to the Owner for such purposes, subject to certain conditions and agreements as hereinafter provided (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Owner to use the Property for the purposes described above, said use hereinafter being referred to interchangeably as a "Permitted Uses" or "Uses".

Conditions of the Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any material breach hereof shall cause Permit to expire and terminate, subject to the rights of the Owner to cure such default or deficiency as set forth in this Permit.

2. In respect to the proposed Uses:

   a. The site plan (the "Site Plan") showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit " B ".
   b. Operations on the property will be limited to and carried out in accordance with the Operational Statement attached as Exhibit " C " and incorporated into this permit by reference.
   c. Architectural review of the building design, landscaping, and lighting will be completed after approval of this Conditional Use Permit. Upon completion of the design review process, updated elevations and related plans will be included as Exhibits " D " through " F " prior to the recording of the Permit.
   d. The Property shall be developed and maintained in accordance with the Site Plan and all other Exhibits of this Agreement, as well as the final plat of Lot 1 Mayfair 2nd Addition Replat Eight ("Final Plat"), Planned Unit Development Plan ("PUD") and Subdivision Agreement applicable to the Property,

("Subdivision Agreement"), as approved by the City and incorporated herein by this reference. Any modifications to the Site Plan must be submitted to the Community Development Director for approval. Modification of any other document or Exhibit shall be subject to the approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.

e. All signage, including without limitation design, location, placement and dimensions, shall be subject to approval of the Community Development Department, per the La Vista Zoning Ordinance.

f. As-built topographic surveys of the stormwater detention areas constructed in accordance with the Subdivision Agreement shall be provided to the City before certificates of occupancy are issued for any completed building on the Property, with a requirement that any variances from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.

g. No vehicle repair (other than emergency maintenance such as changing a tire), inoperable or abandoned vehicles, or storage of vehicles shall be allowed in the parking areas on the Property shown on Exhibit " B ". The Owner shall have seventy-two (72) hours after notice from the City or other appropriate political subdivision to correct any violation or cause the removal of any such vehicle that is in violation.

h. Owner shall obtain all required permits for the Uses from the City of La Vista.

i. Owner shall comply (and shall ensure that all structures, appurtenances and improvements on the Property at any time comply) with any applicable federal, state and/or local laws, rules or regulations, as amended or in effect from time to time, including, but not limited to, applicable building codes, fire codes, ADA requirements, and environmental or safety laws, rules or regulations.

j. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner or its agents, employees, assigns, suppliers or invitees relating to the Owner's Uses of the Property, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation but excluding any liability, loss, claim or expense proximately caused by the sole negligence of the City.

k. A drainage study for the Property has been completed, as referenced in the Subdivision Agreement, with respect to the proposed Uses on Lot 1 Mayfair 2nd Addition Replat Eight. Owner agrees to comply with requirements related to drainage that are specified in said Subdivision Agreement.

m. Owner shall ensure that the leasing and business office on the property will be staffed during normal business hours.

o. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height and screened accordingly.

p. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the approved landscaping plan (Exhibit "D") and the requirements of the Gateway Corridor District.

3. The Owner's right to maintain the Uses of the Property, as contemplated by this Permit, shall be based on the following conditions:

   a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked (with respect to a particular Use) only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Owner and opportunity to cure in the time and manner described below.

   b. Construction will be in accordance with the City Building Code. Time limitation for building permits shall be in accordance with the City Building Code. Extensions shall be requested in writing and justifiable cause demonstrated.

   c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety

hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property as related to said structures, facilities or materials.

4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:

   a. Owner's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Owner fails to commence construction of the buildings within the time provided by Section 4(b) above.
   b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Uses, and such cancellation, revocation denial or failure to maintain any federal, state or local permit required for the use is not cured in the time and manner described below, so long as curative rights are provided under laws, rules and regulations governing said permit.
   c. Owner's construction or placement of a storage tank, structure or other improvement on the Property, (except during construction of any phase of the project) not specified in this Permit and Owner's failure to cure such breach in the time and manner described below after City's giving notice thereof.
   d. Owner's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. If construction of the improvements on the Property has not been commenced within twelve (12) months from the date of this Permit, this Permit shall be null and void and all rights hereunder shall lapse; provided, however, Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

6. If the Owner upon the expiration or termination of this Permit fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Owner or any third party to exercise said option) cause the same to be removed at Owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards or nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

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

8. The conditions and terms of this Permit shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of, the Owner, its successors and assigns.

9. Delay of City to terminate this Permit on account of breach of Owner of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

10. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to written notice and opportunity to cure a breach of' this Permit as follows. City will notify the Owner in writing of any breach of this Permit and Owner shall be permitted to cure any breach. Such written notice shall specify the particular conditions giving rise to the breach, and, to the extent known, what

actions are required to cure such breach. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section 10 and diligently pursued and completed as soon as is reasonably possible, and allowing additional time does not substantially increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

11. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.

12. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

To Owner: HRC Sagebrook Multifamily, LLC
Hubbell Development Services
9719 Giles Road
La Vista, NE 68128

13. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

14. Exhibits. The following exhibits are incorporated herein by reference:

Exhibit "A":	Final Plat
Exhibit "B":	Site Plan
Exhibit “C”:	Operating Statement
Exhibit "D":	Landscaping Plan
Exhibit "E":	Site Lighting Plan
Exhibit "F":	Elevation Renderings

Effective Date:

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

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

_____
Pamela A Buethe, CMC
City Clerk

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____day of _____, 2023, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Permit, and they acknowledged the execution thereof to be their voluntary act and deed.

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

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

Owner:

Hubbell Development Services

By: _____, it's owner

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)
COUNTY OF _____)

On this day of _____, 2023, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____ personally known by me to be an owner of Hubbell Development Services, a limited liability company, and the identical person whose name is affixed to the foregoing Permit, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

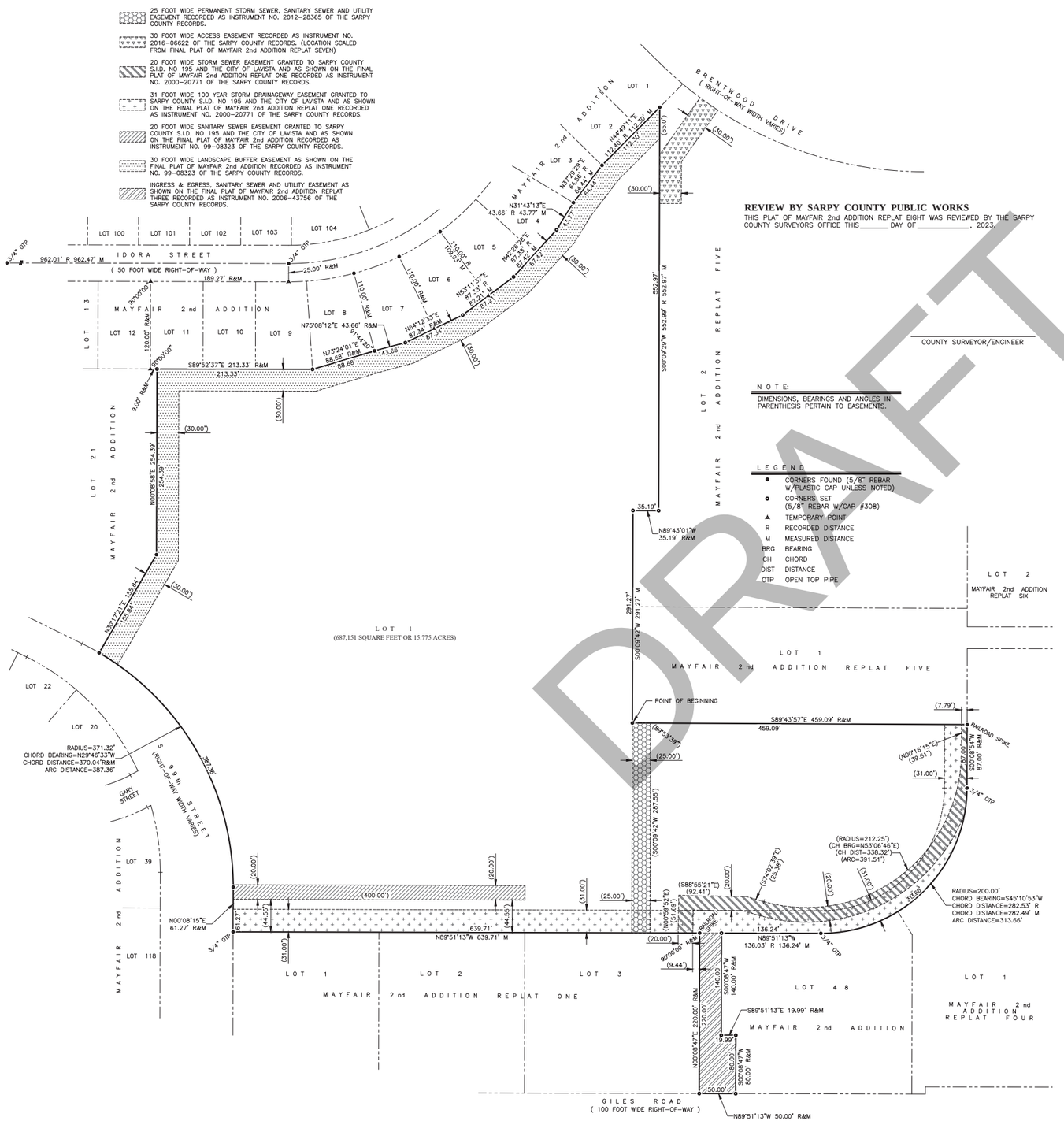
_____
Notary Public

MAYFAIR 2nd ADDITION REPLAT EIGHT

LOT 1

BEING A REPLATTING OF LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, TOGETHER WITH LOTS 1, 2 AND 3, MAYFAIR 2nd ADDITION REPLAT SEVEN, BOTH SUBDIVISIONS IN SARPY COUNTY, NEBRASKA LOCATED IN THE SE 1/4 OF SECTION 16, T14N, R12E OF THE 6th P.M. SAID SARPY COUNTY.

Exhibit A


25 FOOT WIDE PERMANENT STORM SEWER, SANITARY SEWER AND UTILITY EASEMENT RECORDED AS INSTRUMENT NO. 2012-28365 OF THE SARPY COUNTY RECORDS.
30 FOOT WIDE ACCESS EASEMENT RECORDED AS INSTRUMENT NO. 2016-06622 OF THE SARPY COUNTY RECORDS. (LOCATION SCALED FROM FINAL PLAT OF MAYFAIR 2nd ADDITION REPLAT SEVEN)
20 FOOT WIDE STORM SEWER EASEMENT GRANTED TO SARPY COUNTY S.I.D. NO 195 AND THE CITY OF LAVISTA AND AS SHOWN ON THE FINAL PLAT OF MAYFAIR 2nd ADDITION REPLAT ONE RECORDED AS INSTRUMENT NO. 2000-20771 OF THE SARPY COUNTY RECORDS.
31 FOOT WIDE 100 YEAR STORM DRAINAGEWAY EASEMENT GRANTED TO SARPY COUNTY S.I.D. NO 195 AND THE CITY OF LAVISTA AND AS SHOWN ON THE FINAL PLAT OF MAYFAIR 2nd ADDITION REPLAT ONE RECORDED AS INSTRUMENT NO. 2000-20771 OF THE SARPY COUNTY RECORDS.
20 FOOT WIDE SANITARY SEWER EASEMENT GRANTED TO SARPY COUNTY S.I.D. NO 195 AND THE CITY OF LAVISTA AND AS SHOWN ON THE FINAL PLAT OF MAYFAIR 2nd ADDITION RECORDED AS INSTRUMENT NO. 99-08323 OF THE SARPY COUNTY RECORDS.
30 FOOT WIDE LANDSCAPE BUFFER EASEMENT AS SHOWN ON THE FINAL PLAT OF MAYFAIR 2nd ADDITION RECORDED AS INSTRUMENT NO. 99-08323 OF THE SARPY COUNTY RECORDS.
INGRESS & EGRESS, SANITARY SEWER AND UTILITY EASEMENT AS SHOWN ON THE FINAL PLAT OF MAYFAIR 2nd ADDITION REPLAT THREE RECORDED AS INSTRUMENT NO. 2006-43756 OF THE SARPY COUNTY RECORDS.
IDORA STREET
(50 FOOT WIDE RIGHT-OF-WAY)
BRENTWOOD DRIVE
(RIGHT-OF-WAY WIDTH VARIES)
MAYFAIR 2nd ADDITION
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 100
LOT 101
LOT 102
LOT 103
LOT 104
LOT 118
LOT 21
LOT 22
LOT 20
LOT 39
LOT 2 MAYFAIR 2nd ADDITION REPLAT FIVE
LOT 1 MAYFAIR 2nd ADDITION REPLAT FIVE
LOT 2 MAYFAIR 2nd ADDITION REPLAT SIX
LOT 1 MAYFAIR 2nd ADDITION REPLAT ONE
LOT 2 MAYFAIR 2nd ADDITION REPLAT ONE
LOT 3 MAYFAIR 2nd ADDITION REPLAT ONE
LOT 48 MAYFAIR 2nd ADDITION
LOT 1 MAYFAIR 2nd ADDITION REPLAT FOUR
LOT 1 (687,151 SQUARE FEET OR 15.775 ACRES)
POINT OF BEGINNING
GARY STREET
S 99th STREET
(RIGHT-OF-WAY WIDTH VARIES)
GILES ROAD
(100 FOOT WIDE RIGHT-OF-WAY)
RAILROAD SPIKE
3/4" OTP
962.01' R 962.47' M
189.27' R&M
N75°08'12"E 43.66' R&M
S89°52'37"E 213.33' R&M
N00°08'58"E 254.39'
N30°17'21"E 155.84'
RADIUS=371.32'
CHORD BEARING=N29°46'33"W
CHORD DISTANCE=370.04'R&M
ARC DISTANCE=387.36'
387.36'
N31°43'13"E 43.66' R 43.77' M
N44°49'11"E 112.30' R 112.30' M
N89°43'01"W 35.19' R&M
S00°09'29"W 552.99' R 552.97' M
S89°43'57"E 459.09' R&M
N89°51'13"W 639.71' M
N89°51'13"W 136.03' R 136.24' M
N89°51'13"W 50.00' R&M
S89°51'13"E 19.99' R&M
N00°08'15"E 61.27' R&M
S00°08'58"W 87.00' R&M
S00°08'47"W 140.00' R&M
S00°08'47"W 220.00' R&M
S00°08'47"W 80.00' R&M
291.27' M
S00°09'42"W 287.55'
(RADIUS=212.25')
(CH BRG=N53°06'46"E)
(CH DIST=338.32')
(ARC=391.51')
RADIUS=200.00'
CHORD BEARING=S45°10'53"W
CHORD DISTANCE=282.53' R
CHORD DISTANCE=282.49' M
ARC DISTANCE=313.66'
(400.00')
136.24'
(92.41')
(25.23')
(39.61')
(92.47')
(68°33'59")
(N00°16'15"E)
(S00°16'52"E)
(S88°55'21"E)
(N53°06'46"E)
(S57°02'39"E)
(N00°09'42"W)
(S00°09'42"E)
(N89°43'57"W)
(N89°51'13"E)
(N00°08'47"E)
(S00°08'47"E)
(N89°51'13"E)
(N00°08'47"W)
(S89°51'13"W)
(N89°51'13"W)
(S89°43'57"E)
(N89°43'01"E)
(S00°09'42"E)
(N89°43'01"W)
(N44°49'11"W)
(N31°43'13"W)
(N75°08'12"W)
(N73°24'01"E)
(N64°12'13"E)
(N53°11'37"E)
(N42°26'28"E)
(N89°51'13"W)
(S89°52'37"E)
(N00°08'58"E)
(N30°17'21"E)
(S89°51'13"E)
(N00°08'47"E)
(S00°08'47"E)
(N89°51'13"W)
(S89°51'13"E)
(N00°08'47"W)
(S00°08'47"W)
(N89°51'13"W)
(7.79')
(65.0')
(30.00')
(31.00')
(25.00')
(20.00')
(44.55')
(9.44')
(9.00')
(50.00')
(80.00')
(140.00')
(220.00')
(19.99')
(136.24')
(639.71')
(61.27')
(87.34')
(87.21')
(87.42')
(88.68')
(43.66')
(213.33')
(254.39')
(155.84')
(387.36')
(291.27')
(287.55')
(552.99')
(459.09')
(87.00')
(140.00')
(220.00')
(80.00')
(50.00')
(35.19')
(112.30')
(43.66')
(43.77')
(64.44')
(110.00' R&M)
(120.00' R&M)
(90°00'00")
(68°33'59")
(57°02'39")
(32°56'46")
(45°10'53")
(90°00'00")
(90°00'00")
(90°00'00

SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (SF/AC)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SF)	FLOOR AREA RATIO	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SF)	TOTAL OPEN SPACE (%)
LOT 1	R-3 (PUD) GATEWAY CORRIDOR DISTRICT SUB-AREA SECONDARY	687,151 SF 15.77 AC	180,843	26	333,048	0.49	246,146	440,627	64	246,146	36

PARKING STATISTICS

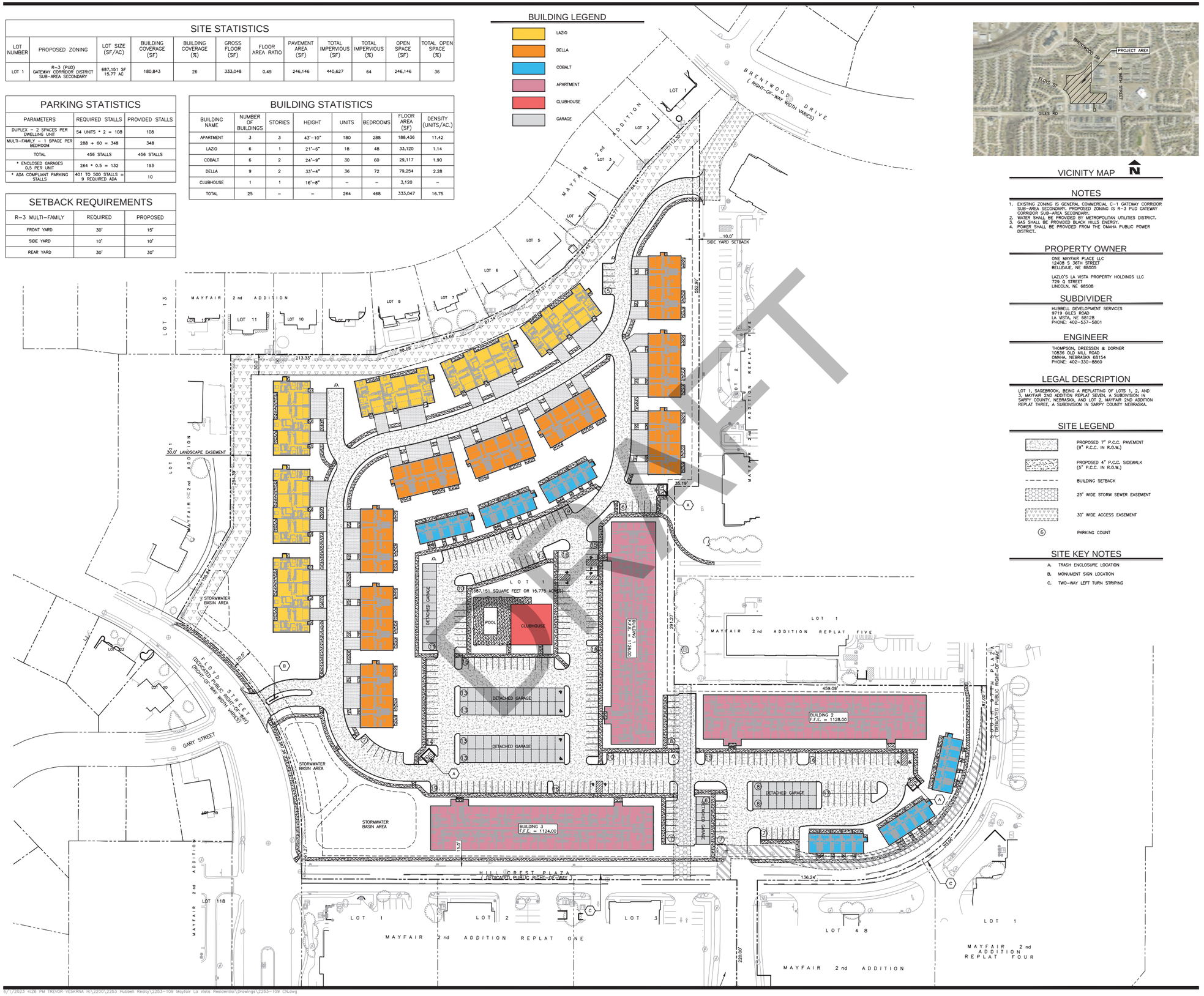
PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
DUPLEX - 2 SPACES PER DWELLING UNIT	54 UNITS * 2 = 108	108
MULTI-FAMILY - 1 SPACE PER BEDROOM	288 + 60 = 348	348
TOTAL	456 STALLS	456 STALLS
* ENCLOSED GARAGES 0.5 PER UNIT	264 * 0.5 = 132	193
* ADA COMPLIANT PARKING STALLS	401 TO 500 STALLS = 9 REQUIRED ADA	10

SETBACK REQUIREMENTS

R-3 MULTI-FAMILY	REQUIRED	PROPOSED
FRONT YARD	30'	15'
SIDE YARD	10'	10'
REAR YARD	30'	30'

BUILDING STATISTICS

BUILDING NAME	NUMBER OF BUILDINGS	STORIES	HEIGHT	UNITS	BEDROOMS	FLOOR AREA (SF)	DENSITY (UNITS/AC.)
APARTMENT	3	3	43'-10"	180	288	188,436	11.42
LAZIO	6	1	21'-6"	18	48	33,120	1.14
COBALT	6	2	24'-9"	30	60	29,117	1.90
DELLA	9	2	33'-4"	36	72	79,254	2.28
CLUBHOUSE	1	1	16'-8"	–	–	3,120	–
TOTAL	25	–	–	264	468	333,047	16.75



VICINITY MAP

NOTES

1. EXISTING ZONING IS GENERAL COMMERCIAL C-1 GATEWAY CORRIDOR SUB-AREA SECONDARY. PROPOSED ZONING IS R-3 PUD GATEWAY CORRIDOR SUB-AREA SECONDARY.
2. WATER SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
3. GAS SHALL BE PROVIDED BLACK HILLS ENERGY.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.

PROPERTY OWNER

ONE MAYFAIR PLACE LLC
12408 S 36TH STREET
BELLEVUE, NE 68005

LAZLO'S LA VISTA PROPERTY HOLDINGS LLC
729 Q STREET
LINCOLN, NE 68508

SUBDIVIDER

HUBBELL DEVELOPMENT SERVICES
9719 GILES ROAD
LA VISTA, NE 68128
PHONE: 402-537-5801

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

LOT 1, SAGEBROOK, BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

SITE LEGEND

- PROPOSED 7" P.C.C. PAVEMENT (9" P.C.C. IN R.O.W.)
- PROPOSED 4" P.C.C. SIDEWALK (5" P.C.C. IN R.O.W.)
- BUILDING SETBACK
- 25' WIDE STORM SEWER EASEMENT
- 30' WIDE ACCESS EASEMENT
- (6) PARKING COUNT

SITE KEY NOTES

A. TRASH ENCLOSURE LOCATION
B. MONUMENT SIGN LOCATION
C. TWO-WAY LEFT TURN STRIPING

DRAFT

TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Project Name

Mayfair 2nd Addition

Replat Eight

Subdivision Agreement Exhibits

Client Name

Hubbell Development Services

Exhibit B

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1		
2		
3		
4		
5		
6		
7		
8		
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10		
11		
12		
13		
14		
15		
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18		
19		
20		

Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 04-20-23

Sheet Title

CUP Site Plan

Sheet Number

C1.0

Exhibit C

HUBBELL REALTY COMPANY
6900 Westown Parkway
West Des Moines, IA 50266
www.hubbellrealty.com
515-243-3228
FAX 515-280-2000

Sagebrook Development
Lot 1, Mayfair 2nd Addition Replat Eight

Operating Statement

DRAFT

Sagebrook will be comprised of 24 total residential buildings with 264 units, 85 detached garages, 108 attached garages, and 263 surface parking stalls. The Tract of land is comprised of 15.77 acres, resulting in a site area per unit value of 2,602 square feet. The 24 residential buildings will be comprised of multi-family apartments, multi-plex buildings, and townhome style buildings. The units will be comprised of a mix of 1 bedroom, 2 bedroom, and 3 bedroom apartment homes and townhomes.

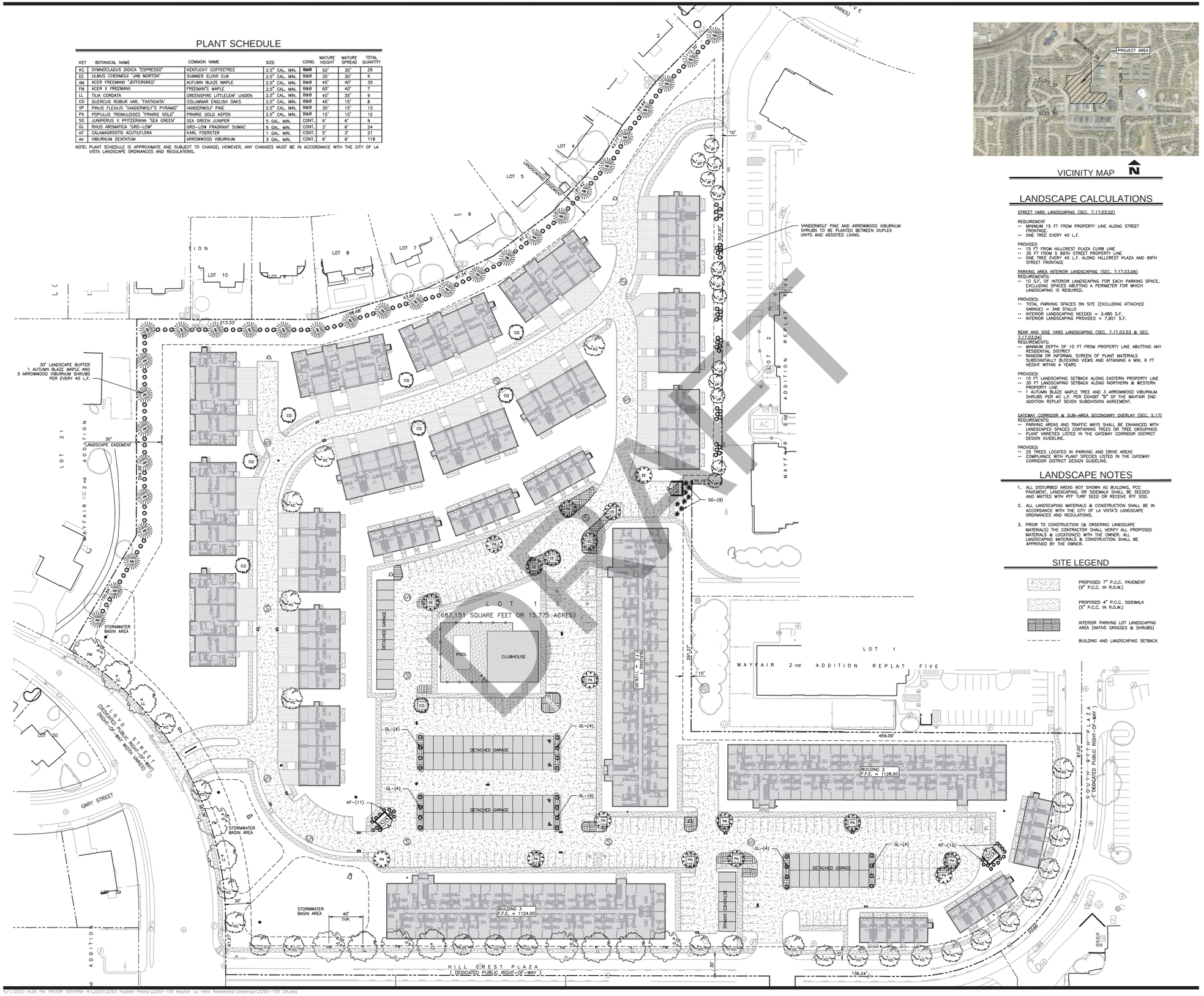
Building Type	No. of Buildings	Unit Count	Parking Provided
Lazio	6	18	18 two car garages
Della	9	36	36 two car garages
Cobalt	6	30	60 surface stalls
Apartment	3	180	203 surface + 85 detached garage stalls
Total	24	264	456 stalls

The Clubhouse building will include a living room area, leasing offices, fitness space, and outdoor pool. The leasing office hours are expected to be from 8:00 a.m. to 6:00 p.m. with 24 hour access to the fitness and mail room.

PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	MATURE HEIGHT	MATURE SPREAD	TOTAL QUANTITY
KC	GYMNOCLADUS DIOICA 'ESPRESSO'	KENTUCKY COFFEETREE	2.5" CAL. MIN.	B&B	50'	35'	26
EE	ULMUS CHENMOUI 'JAB MORTON'	SUMMER ELIXIR ELM	2.5" CAL. MIN.	B&B	35'	30'	6
AM	ACER FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE	2.5" CAL. MIN.	B&B	45'	40'	30
FM	ACER X FREEMANII	FREEMAN'S MAPLE	2.5" CAL. MIN.	B&B	60'	40'	7
LL	TILIA CORDATA	GREENSPIRE LITTLELEAF LINDEN	2.5" CAL. MIN.	B&B	40'	35'	9
CO	QUERCUS ROBUR VAR. 'FASTIGIATA'	COLUMNAR ENGLISH OAKS	2.5" CAL. MIN.	B&B	45'	15'	8
VP	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	VANDERWOLF PINE	2.5" CAL. MIN.	B&B	30'	15'	13
PA	POPULUS TREMULOIDES 'PRAIRIE GOLD'	PRAIRIE GOLD ASPEN	2.5" CAL. MIN.	B&B	15'	15'	12
SG	JUNIPERUS X PFITZERIANA 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL. MIN.	CONT.	6'	6'	9
GL	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL. MIN.	CONT.	3'	6'	24
KF	CALAMAGROSTIS ACUTIFLORA	KARL FOERSTER	1 GAL. MIN.	CONT.	5'	3'	21
AV	VIBURNUM DENTATUM	ARROWWOOD VIBURNUM	3 GAL. MIN.	CONT.	6'	6'	118

NOTE: PLANT SCHEDULE IS APPROXIMATE AND SUBJECT TO CHANGE; HOWEVER, ANY CHANGES MUST BE IN ACCORDANCE WITH THE CITY OF LA VISTA LANDSCAPE ORDINANCES AND REGULATIONS.



VICINITY MAP

LANDSCAPE CALCULATIONS

STREET YARD LANDSCAPING (SEC. 7.17.03.02)

REQUIREMENT
- MINIMUM 15 FT FROM PROPERTY LINE ALONG STREET FRONTAGE.
- ONE TREE EVERY 40 L.F.

PROVIDED
- 15 FT FROM HILLCREST PLAZA CURB LINE
- 30 FT FROM S 99TH STREET PROPERTY LINE
- ONE TREE EVERY 40 L.F. ALONG HILLCREST PLAZA AND 99TH STREET FRONTAGE

PARKING AREA INTERIOR LANDSCAPING (SEC. 7.17.03.06)
REQUIREMENTS:
- 10 S.F. OF INTERIOR LANDSCAPING FOR EACH PARKING SPACE, EXCLUDING SPACES ABUTTING A PERIMETER FOR WHICH LANDSCAPING IS REQUIRED.

PROVIDED:
- TOTAL PARKING SPACES ON SITE (EXCLUDING ATTACHED GARAGE) = 348 STALLS
- INTERIOR LANDSCAPING NEEDED = 3,480 S.F.
- INTERIOR LANDSCAPING PROVIDED = 7,951 S.F.

REAR AND SIDE YARD LANDSCAPING (SEC. 7.17.03.03 & SEC. 7.17.03.04)
REQUIREMENTS:
- MINIMUM DEPTH OF 10 FT FROM PROPERTY LINE ABUTTING ANY RESIDENTIAL DISTRICT
- RANDOM OR INFORMAL SCREEN OF PLANT MATERIALS SUBSTANTIALLY BLOCKING VIEWS AND ATTAINING A MIN. 6 FT HEIGHT WITHIN 4 YEARS

PROVIDED:
- 10 FT LANDSCAPING SETBACK ALONG EASTERN PROPERTY LINE
- 30 FT LANDSCAPING SETBACK ALONG NORTHERN & WESTERN PROPERTY LINE
- 1 AUTUMN BLAZE MAPLE TREE AND 3 ARROWWOOD VIBURNUM SHRUBS PER 40 L.F. PER EXHIBIT "B" OF THE MAYFAIR 2ND ADDITION REPLAT SEVEN SUBDIVISION AGREEMENT.

GATEWAY CORRIDOR & SUB-AREA SECONDARY OVERLAY (SEC. 5.17)
REQUIREMENTS:
- PARKING AREAS AND TRAFFIC WAYS SHALL BE ENHANCED WITH LANDSCAPED SPACES CONTAINING TREES OR TREE GROUPINGS
- PLANT VARIETIES LISTED IN THE GATEWAY CORRIDOR DISTRICT DESIGN GUIDELINE.

PROVIDED:
- 25 TREES LOCATED IN PARKING AND DRIVE AREAS
- COMPLIANCE WITH PLANT SPECIES LISTED IN THE GATEWAY CORRIDOR DISTRICT DESIGN GUIDELINE.

LANDSCAPE NOTES

1. ALL DISTURBED AREAS NOT SHOWN AS BUILDING, PCC PAVEMENT, LANDSCAPING, OR SIDEWALK SHALL BE SEEDED AND MATTED WITH RTF TURF SEED OR RECEIVE RTF SOD.
2. ALL LANDSCAPING MATERIALS & CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LA VISTA'S LANDSCAPE ORDINANCES AND REGULATIONS.
3. PRIOR TO CONSTRUCTION (& ORDERING LANDSCAPE MATERIALS) THE CONTRACTOR SHALL VERIFY ALL PROPOSED MATERIALS & LOCATION(S) WITH THE OWNER. ALL LANDSCAPING MATERIALS & CONSTRUCTION SHALL BE APPROVED BY THE OWNER.

SITE LEGEND

- PROPOSED 7" P.C.C. PAVEMENT (9" P.C.C. IN R.O.W.)
- PROPOSED 4" P.C.C. SIDEWALK (5" P.C.C. IN R.O.W.)
- INTERIOR PARKING LOT LANDSCAPING AREA (NATIVE GRASSES & SHRUBS)
- BUILDING AND LANDSCAPING SETBACK

TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Project Name

Mayfair 2nd Addition

Replat Eight

Subdivision Agreement Exhibits

Client Name

Hubbell Development Services

Exhibit D

Professional Seal

Revision Dates

No.	Description	MM-DD-YY

Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 04-20-23

Sheet Title

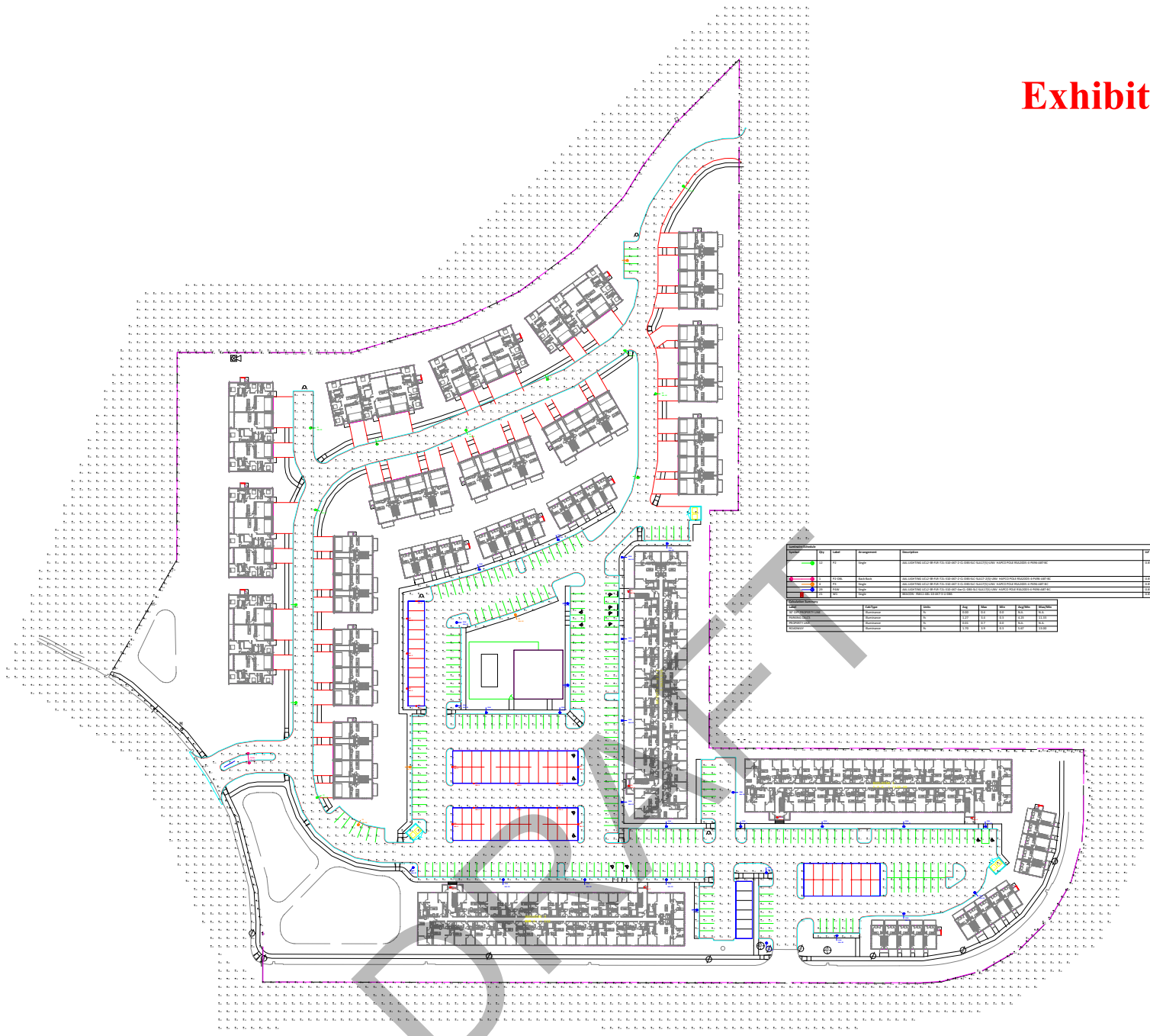
CUP Landscape Plan

Sheet Number

C2.0

6/1/2023 4:28 PM TREVOR VESKRNA H:\2200\2253 Hubbell Realty\2253-109 Mayfair La Vista Residential\Drawings\2253-109 CAD.dwg

Exhibit E



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	17	P3	Single	ABL LIGHTING UCLI 18 IP.69.722.150.347.3 (1.000) SLC SLA.1721/UNV AAPCO PG4 RSA2000 (1.000)	0.850	7650	69.9	1188.3
	5	P2 DBL	Back-Back	ABL LIGHTING UCLI 18 IP.69.722.150.347.3 (1.000) SLC SLA.17 2/UNV AAPCO PG4 RSA2000 (1.000)	0.850	7650	69.9	349.5
	5	P1	Single	ABL LIGHTING UCLI 18 IP.69.722.150.347.3 (1.000) SLC SLA.1721/UNV AAPCO PG4 RSA2000 (1.000)	0.850	7566	69.9	349.5
	29	P2W	Single	ABL LIGHTING UCLI 18 IP.69.722.150.347.3w (1.000) SLC SLA.1721/UNV AAPCO PG4 RSA2000 (1.000)	0.850	7565	69.9	2027.1
	10	W1	Single	RECESS TWIST AND SETSETTER	0.850	1000	10.1	101.0

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
TOP OPEN PROPERTY LINE	Illuminance	fc	0.03	0.6	0.0	N/A	N/A
TENNIS / PICK	Illuminance	fc	1.27	1.5	0.5	2.55	3.00
PROPERTY LINE	Illuminance	fc	0.03	0.7	0.0	N/A	N/A
Boundary1	Illuminance	fc	1.39	5.9	0.5	2.87	12.09

DRAFT

Exhibit F



SIMONSON
PLANNING ■ ARCHITECTURE ■ INTERIORS

hubbell



SIMONSON
PLANNING ■ ARCHITECTURE ■ INTERIORS

Hubbell



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ubbell

DRAFT

ITEM G

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 5, 2023 AGENDA

Subject:	Type:	Submitted By:
REPLAT & SUBDIVISION AGREEMENT – MAYFAIR 2ND ADDITION REPLAT EIGHT	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared for Council to consider an application by HRC Sagebrook Multifamily, LLC (d.b.a. Hubbell Development Services) for a Replat and Subdivision Agreement for Lot 2 Mayfair 2nd Addition Replat Three, and Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven to be replatted as Lot 1 Mayfair 2nd Addition Replat Eight. The purpose of the applicant's requests is to allow for the construction of a mixed residential development (multiple-family dwellings) with 264 units.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Resolutions have been prepared to approve of a Replat and Subdivision Agreement for Lot 2 Mayfair 2nd Addition Replat Three and Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven, to be replatted as Lot 1 Mayfair 2nd Addition Replat Eight.

The applicant is requesting to construct a mixed residential development (multiple family dwellings) on the subject property. The subdivision agreement for the development includes language detailing public and private commitments in regard to the installation and payment for additional public infrastructure as deemed necessary by the City Engineer.

A detailed staff report is attached.

The Planning Commission held a public hearing on June 15, 2023, and voted 5-0 to recommend approval of the final plat and subdivision agreement subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, and the Conditional Use Permit.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 2 MAYFAIR 2ND ADDITION REPLAT THREE, TOGETHER WITH LOTS 1, 2, AND 3 MAYFAIR 2ND ADDITION REPLAT SEVEN TO BE REPLATTED AS LOT 1 MAYFAIR 2ND ADDITION REPLAT EIGHT, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, 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 Lot 2 Mayfair 2nd Addition Replat Three, together with Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven, to be replatted as Lot 1 Mayfair 2nd Addition Replat Eight; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on June 15, 2023, 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 Lot 2 Mayfair 2nd Addition Replat Three, together with Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven, to be replatted as Lot 1 Mayfair 2nd Addition Replat Eight, a subdivision located in the southeast quarter of the southeast quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northeast of the intersection of S 99th Street and Hillcrest Plaza, 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 2023.

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 MAYFAIR 2ND ADDITION REPLAT EIGHT.

WHEREAS, the City Council did on July 5, 2023, approve of Mayfair 2nd Addition Replat Eight subject to certain conditions; and

WHEREAS, the Subdivider, HRC Sagebrook Multifamily, LLC (d.b.a. Hubbell Development Services), as owner(s) of the affected lots agreed to execute the 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 2023.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

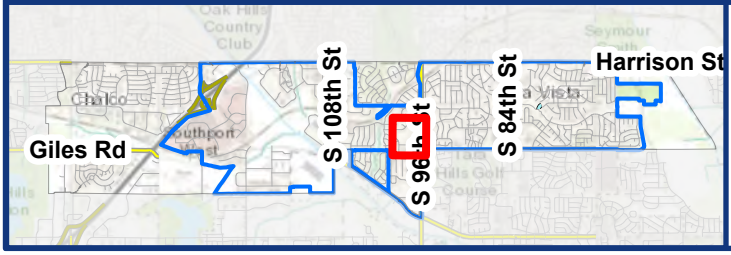
ATTEST:

_____
Pamela A. Buethe, MMC
City Clerk

K:\APPS\City Hall\23 FINAL RESOLUTIONS\23. Mayfair 2nd Add Replat Eight SA 07.05.2023.Docx



Vicinity Map - Hubbell Development Applications



Legend

- Property Lines
- Development Boundary

LA VISTA

LA VISTA
IMPROVE YOUR POINT OF VIEW.

April 14, 2023

TD2
Trevor Veskrna
10836 Old Mill Road
Omaha, NE 68154

RE: Mayfair Apartments – PUD, CUP & Replat Applications – Initial Review Letter
Lots 1-3 Mayfair 2nd Addition Replat Seven & Lot 2 Mayfair 2nd Addition Replat Three

Mr. Veskrna,

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 and Zoning Ordinance, the City has the following comments:

Replat Application

1. Subdivision Regulations Section 3.03.03 – Please include a phasing plan on the preliminary plat if the development is anticipated to be developed in phases.

2. Subdivision Regulations Section 3.03.09 – Please provide the approximate lot dimensions and square footage on the Preliminary Plat.

3. Subdivision Regulations Section 3.03.09 – Please indicate location, elevation, and size of public utilities on the Preliminary Plat.

4. Subdivision Regulations Section 3.03.16 – Please submit a copy of an erosion control plan for the site.

5. Subdivision Regulations Section 3.05.11 – On the Final Plat, the second Acknowledgment of Notary should be "Lazlo's La Vista Property Holdings, LLC" per recorded Warranty Deed.

6. Subdivision Regulations Section 3.05.14 – On the Final Plat, please use the City of La Vista Approval Block as described in Section 10.04 of the Subdivision Regulations.

7. Subdivision Regulations Section 3.05.16 – On the Final Plat, please include a block for the Sarpy County Register of Deeds.

8. Subdivision Regulations Section 3.05.17 – On the Final Plat, please include a block for review by Sarpy County Public Works.

9. Subdivision Regulations Section 3.05.18 – If there will be a lender or lien holder for any of the properties included in the proposed development, please include a block for the approval of the lending institution on the Final Plat.

10. Subdivision Regulations Section 3.05.20 – Please provide copies of any restrictions or covenants affecting the subdivisions, or any parts thereof, if applicable.

11. Subdivision Regulations Section 3.05.24 – Please provide financial data showing the costs of all public improvements.

12. Subdivision Regulations Section 3.05.25 – A Subdivision Agreement will be necessary based upon the sewer connection provision, and/or public improvements that may be required based upon further technical reviews of the Traffic Impact Study and other application materials.

13. Subdivision Regulations Section 3.08.03.2 - The side lot line easement between each property will need to be released with any telecom and/or utility provider that may be within the easement. Easements will need to be released prior to recording of the Replat.

14. Zoning Ordinance Section 15.04.03 – Financial assurances will be required through the Subdivision Agreement for the value of the required public improvements, which will include sidewalks and other improvements that may arise from further technical review of the proposed development.

15. General Comment: The Sarpy County Surveyor provided the City with a letter on March 27, 2023 explaining that several comments/questions they had were discussed with your survey team and that they would be addressed in an updated version of the Final Plat. Please provide this updated plat for further review by the City and Sarpy County Surveyor.

Planned Unit Development & Conditional Use Permit Applications

16. Zoning Ordinance Section 5.15.04.01 – Please submit an anticipated schedule of construction.

17. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 – Please submit a Traffic Impact Study (TIS), inclusive of peaking factors, for the proposed development.

18. Zoning Ordinance Section 5.15.04.05 - Please confirm that the proposed usage will not exceed the capacity of the existing public sanitary sewer.

19. Zoning Ordinance Section 5.15.04.07 and 5.15.04.22 – Please provide a photometric plan to the City for review to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Please ensure that the boundaries/calculations of the photometric study extend thirty feet beyond your property line(s). When preparing the photometric plan, please note that there is a specific site lighting fixture approved for the Gateway Corridor, with details on this fixture included in the Gateway Corridor District Design Guidelines.

20. Zoning Ordinance Section 5.15.04.07 and 5.15.04.16 – Proper pedestrian access shall be provided between each building within the planned unit development. Sidewalks will be required along each side of the road(s) throughout the development, not just on one side. This sidewalk access should be continued to the north access point near Brentwood Drive as well.

21. Zoning Ordinance Section 5.15.04.08 – Please review the parking statistics table on the PUD site plan and correct as necessary. The multi-family garage requirement (0.5 garage stalls per unit) will be applied to the entire site (as a multi-family development), not just the apartment buildings. The garage stalls included in the Lazio and Della units would count toward this requirement.

22. Zoning Ordinance Section 5.15.04.09 – The landscape screening along the north and west edges of the property needs to meet or exceed that of Exhibit "B" of the subdivision agreement for Mayfair 2nd Addition Replat Seven. This exhibit has been enclosed, along with the referencing page of the subdivision agreement. The full agreement is available upon request.

23. Zoning Ordinance Section 5.15.04.13 – Please provide provisions for ownership and maintenance of the common open spaces to ensure timely maintenance of said spaces.

24. Zoning Ordinance Section 5.15.04.17 – The standard of measurement of setbacks along easement roads in the La Vista Zoning Jurisdiction is to measure from the back edge of the curb of the paved roadway. Please include a table on the PUD Site Plan that depicts the allowed setbacks of the R-3 Zoning District and include a note stating width of the reduced setback along Hillcrest Plaza.

25. Zoning Ordinance Section 5.15.04.19 - Please confirm that the Cobalt building type units (3 buildings) on the southeast corner of the property have the front doors and front building facades facing Hillcrest Plaza, and that the rear of the buildings are internal to the site.

26. Zoning Ordinance Section 5.15.05.02.4 – Please confirm that perimeter sidewalk locations and dimensions are compliant with Section 4.20 of the Subdivision Regulations. The requirements of Section 4.20 include, but are not limited to: the pavement width be a minimum of 5 feet, pavement thickness shall be a minimum 4 inches, there shall be a minimum distance of 6 feet between edge of the sidewalk walk and curb, and that all sidewalks and crossings must be compliant with the standards of the Americans with Disabilities Act.

27. Zoning Ordinance Section 5.15.05.03.2 – On the PUD site plan, please provide the density calculation in dwelling units per acre for the entire development (including every unit type).

28. Zoning Ordinance Section 5.15.05.03.4 – On the PUD site plan, please provide the percentage of the development plan that is provided for common open space, as defined by this regulation.

29. Zoning Ordinance Section 5.15.05.04 and 6.05.02 – To accompany the PCSMP sheets that were submitted with the Preliminary Plat, please submit a full Post Construction Stormwater Management Plan inclusive of a drainage study report with calculations.

30. Zoning Ordinance Section 5.15.05.04 – Please provide adequate sanitary sewer information (drawings/statement) for the disposition of said utility.

31. Zoning Ordinance Section 5.15.05.08 – Please describe the provisions that will be made for the care and maintenance of the recreational facilities proposed.

32. Zoning Ordinance Section 5.15.05.09 – Please submit any restrictive covenants that are to be recorded with the property, if applicable.

33. General comment - Confirm that the row of Cobalt building types are clear of the existing Storm Sewer Easement generally running northeast of the bend of Hillcrest Plaza/100 year Storm Sewer Easement in the southeast portion of the lot as shown on the Final Plat.

34. General comment - Confirm the apartment building type on the south side of the lot is clear of the existing Sanitary Sewer Easement as shown on the Final Plat.

35. General comment – Please include the intended operating hours for the leasing office and clubhouse in the operating statement for the Conditional Use Permit application.

General Development Comments

36. The building design for each of the proposed buildings must be reviewed as part of the design review process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes, with the exception of the review of the landscaping plan. The landscaping plan is currently under review and additional comments may be forthcoming.

37. A letter sent to Hubbell Development Services from Cedarhurst Senior Living dated March 29, 2023 was forwarded to the City, and included several requests/proposed changes to the development site plan. Please confirm that you received this letter, and please let us know how you intend to respond to this letter.

    Additionally, please provide confirmation of conversations with ownership representation of the intent to utilize the access easement at the north end of their property as well as the intention the connect to (and reroute) the sidewalk connection on the south side of their property.

38. A draft of the Conditional Use Permit will be provided upon review of the revised documents.

Please resubmit 2 paper copies of the Preliminary and Final Plats, PUD and CUP site plans, and other supporting documentation requested in this letter (including electronic copies) to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter. 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
(402) 593-6400

cc:

Josh Vickery, Hubbell Development Services
Doug Kellner, TD2
Bruce Fountain, Community Development Director – City of La Vista
Cale Brodersen, Associate City Planner – City of La Vista
Pat Dowse, City Engineer – City of La Vista

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Road
Omaha, NE 68154
402 330-8860

May 9, 2023

City of La Vista
Chris Solberg, Deputy Community Development Director
8816 Park View Blvd.
La Vista, NE 68128

RE: Mayfair Apartments – PUD, CUP, and Replat Applications – Initial Review Letter
Lots 1 – 3, Mayfair 2nd Addition Replat Seven & Lot 2, Mayfair 2nd Addition Replat Three

Mr. Solberg,

Below are responses to the comments on the Mayfair Apartments – PUD, CUP, and Replat Initial Review Letter dated April 14, 2023. The city comments are listed below followed by our responses in bold. Additionally, the developer has requested to rename the plat from Mayfair 2nd Addition, Lot 1, to Sagebrook, Lot 1.

1. Subdivision Regulations Section 3.03.03 - Please include a phasing plan on the preliminary plat if the development is anticipated to be developed in phases.
A proposed phasing plan has been included with this submittal as Exhibit 2.

2. Subdivision Regulations Section 3.03.09 - Please provide the approximate lot dimensions and square footage on the Preliminary Plat.
Lot dimensions and square footage have been added to the Preliminary Plat.

3. Subdivision Regulations Section 3.03.09 - Please indicate location, elevation, and size of public utilities on the Preliminary Plat.
Public utilities have been added to the Preliminary Plat. Per information obtained from TD2's survey, all public utilities are adequately sized to support the proposed project.

4. Subdivision Regulations Section 3.03.1 6 - Please submit a copy of an erosion control plan for the site.
The erosion control plan is included in the Preliminary Plat as Exhibit B.

5. Subdivision Regulations Section 3.05.1 1 - On the Final Plat, the second Acknowledgment of Notary should be "Lazlo's La Vista Property Holdings, LLC" per recorded Warranty Deed.
Updated.

6. Subdivision Regulations Section 3.05.14 - On the Final Plat, please use the City of La Vista Approval Block as described in Section 10.04 of the Subdivision Regulations.
Added.

7. Subdivision Regulations Section 3.05.1 6 - On the Final Plat, please include a block for the Sarpy County Register of Deeds.
   Updated.

8. Subdivision Regulations Section 3.05.17 - On the Final Plat, please include a block for review by Sarpy County Public Works.
   Added.

9. Subdivision Regulations Section 3.05.18 - If there will be a lender or lien holder for any of the properties included in the proposed development, please include a block for the approval of the lending institution on the Final Plat.
   Lender and lien holder information will be added to the Final Plat prior to being recorded if applicable.

10. Subdivision Regulations Section 3.05.20 - Please provide copies of any restrictions or covenants affecting the subdivisions, or any parts thereof, if applicable.
    A draft Subdivision Agreement is currently in progress and will be submitted to the city for review as soon as it is available.

11. Subdivision Regulations Section 3.05.24 - Please provide financial data showing the costs of all public improvements.
    Financial data for public improvements will be included with the Subdivision Agreement.

12. Subdivision Regulations Section 3.05.25 - A Subdivision Agreement will be necessary based upon the sewer connection provision, and/or public improvements that may be required based upon further technical reviews of the Traffic Impact Study and other application materials.
    Acknowledged. A draft Subdivision Agreement is currently in progress.

13. Subdivision Regulations Section 3.08.03.2 - The side lot line easement between each property will need to be released with any telecom and/or utility provider that may be within the easement. Easements will need to be released prior to recording of the replat.
    Acknowledged. We are currently in the process of releasing easements.

14. Section 15.04.03 - Financial assurances will be required through the Subdivision Agreement for the value of the required public improvements, which will include sidewalks and other improvements that may arise from further technical review of the proposed development.
    Acknowledged. A draft Subdivision Agreement is currently in progress.

15. General Comment: The Sarpy County Surveyor provided the city with a letter on March 27, 2023, explaining that several comments/questions they had were discussed with your survey team and that they would be addressed in an updated version of the Final Plat. Please provide this updated plat for further review by the city and Sarpy County Surveyor.
Acknowledged.

16. Zoning Ordinance Section 5.1 5.04.01 - Please submit an anticipated schedule of construction.
A preliminary construction schedule has been included with this submittal as Exhibit 3.

17. Zoning Ordinance Sections 5.1 5.04.04, 6.05.04, 6.05.05, and 6.05.10 - Please submit a Traffic Impact Study (TIS), inclusive of peaking factors, for the proposed development.
A traffic study has been completed and the draft report has been submitted to the city for review.

18. Zoning Ordinance Section 5.1 5.04.05 - Please confirm that the proposed usage will not exceed the capacity of the existing public sanitary sewer.
The existing sanitary sewer has capacity to accommodate the proposed project. A Sanitary Sewer Capacity Exhibit, "Ex.1", has been included with this submittal.

19. Zoning Ordinance Section 5.1 5.04.07 and 5.15.04.22 - Please provide a photometric plan to the City for review to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Please ensure that the boundaries/calculations of the photometric study extend thirty feet beyond your property line(s). When preparing the photometric plan, please note that there is a specific site lighting fixture approved for the Gateway Corridor, with details on this fixture included in the Gateway Corridor District Design Guidelines.
Acknowledged. A photometric light plan is currently being prepared and will be submitted to the city for review as soon as it is available.

20. Zoning Ordinance Section 5.15.04.07 and 5.15.04.16 - Proper pedestrian access shall be provided between each building within the planned unit development. Sidewalks will be required along each side of the road(s) throughout the development, not just on one side. This sidewalk access should be continued to the north access point near Brentwood Drive as well.
Additional sidewalks have been added on both sides of the street to provide each unit with sidewalk access. The sidewalk has been extended to the access point with Lot 2, Mayfair 2nd Addition Replat 5.

21. Zoning Ordinance Section 5.1 5.04.08 - Please review the parking statistics table on the PUD site plan and correct as necessary. The multi-family garage requirement (0.5 garage stalls per unit) will be applied to the entire site (as a multi-family development), not just the apartment buildings. The garage stalls included in the Lazio and Della units would count toward this requirement.
The garage count has been updated in the Parking Statistics table to reflect this.

22. Zoning Ordinance Section 5.15.04.09 - The landscape screening along the north and west edges of the property needs to meet or exceed that of Exhibit "B" of the subdivision agreement for Mayfair 2nd Addition Replat Seven. This exhibit has been enclosed, along with the referencing page of the subdivision agreement. The full agreement is available upon request.
The landscaping along the north and west property lines has been updated to match Exhibit B of the subdivision agreement for Mayfair 2nd Addition Replat Seven.

23. Zoning Ordinance Section 5.15.04.13 - Please provide provisions for ownership and maintenance of the common open spaces to ensure timely maintenance of said spaces.
Ownership and maintenance will be included in the Subdivision Agreement.

24. Zoning Ordinance Section 5.15.04.17 - The standard of measurement of setbacks along easement roads in the La Vista Zoning Jurisdiction is to measure from the back edge of the curb of the paved roadway. Please include a table on the PUD Site Plan that depicts the allowed setbacks of the R-3 Zoning District and include a note stating width of the reduced setback along Hillcrest Plaza.
A setback requirement table has been added to the PUD Site Plan. The required front yard setback in R-3 for multi-family use types is 30 feet. The proposed front yard setback is 15 feet from the back of curb along Hillcrest Plaza and 30 feet from the property line along 99th Street.

25. Zoning Ordinance Section 5.15.04.19 - Please confirm that the Cobalt building type units (3 buildings) on the southeast corner of the property have the front doors and front building facades facing Hillcrest Plaza, and that the rear of the buildings are internal to the site.
Cobalt unit front doors face Hillcrest Plaza.

26. Zoning Ordinance Section 5.15.05.02.4 - Please confirm that perimeter sidewalk locations and dimensions are compliant with Section 4.20 of the Subdivision Regulations. The requirements of Section 4.20 include but are not limited to: the pavement width be a minimum of 5 feet, pavement thickness shall be a minimum 4 inches, there shall be a minimum distance of 6 feet between edge of the sidewalk walk and curb, and that all sidewalks and crossings must be compliant with the standards of the Americans with Disabilities Act.
Perimeter sidewalk locations and dimensions are compliant with Section 4.20 of the Subdivision Regulations.

27. Section 5.15.05.03.2 - On the PUD site plan, please provide the density calculation in dwelling units per acre for the entire development (including every unit type).
The density calculation has been added to the building statistics table on the PUD Site Plan.

28. Zoning Ordinance Section 5.15.05.03.4 - On the PUD site plan, please provide the percentage of the development plan that is provided for common open space, as defined by this regulation.
Open space percentage is shown in the site statistics table on the PUD Site Plan.

29. Zoning Ordinance Section 5.15.05.04 and 6.05.02 - To accompany the PCSMP sheets that were submitted with the Preliminary Plat, please submit a full Post Construction Stormwater Management Plan inclusive of a drainage study report with calculations.
A draft drainage study has been included with this submittal. A complete drainage study with pipe and inlet sizing calculations will be included with the construction documents and submitted as part of the PCSMP review with the city.

30. Zoning Ordinance Section 5.15.05.04 - Please provide adequate sanitary sewer information (drawings/statement) for the disposition of said utility.
The proposed on site sanitary sewer is 8" PVC and is shown on the PUD Utility Plan and the Preliminary Plat Utility Plan.

31. Zoning Ordinance Section 5.1 5.05.08 - Please describe the provisions that will be made for the care and maintenance of the recreational facilities proposed.
Care and maintenance provisions will be included in the Subdivision Agreement.

32. Zoning Ordinance Section 5.15.05.09 - Please submit any restrictive covenants that are to be recorded with the property, if applicable.
A draft subdivision agreement is currently in progress.

33. General comment - Confirm that the row of Cobalt building types are clear of the existing Storm Sewer Easement generally running northeast of the bend of Hillcrest Plaza/ 100-year Storm Sewer Easement in the southeast portion of the lot as shown on the Final Plat.
The Cobalt buildings have been shifted to avoid the existing Storm Sewer Easement.

34. General comment - Confirm the apartment building type on the south side of the lot is clear of the existing Sanitary Sewer Easement as shown on the Final Plat.
Apartment Building 3 currently conflicts with the existing Sanitary Sewer Easement. Coordination with the city is on-going to release this easement. At this time, sanitary sewer is not known to exist within this easement.

35. General comment - Please include the intended operating hours for the leasing office and clubhouse in the operating statement for the Conditional Use Permit application.
An updated operation statement has been included with this submittal.

36. The building design for each of the proposed buildings must be reviewed as part of the design review process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes, with the exception of the review of the landscaping plan. The landscaping plan is currently under review and additional comments may be forthcoming.
Acknowledged.

37. A letter sent to Hubbell Development Services from Cedarhurst Senior Living dated March 29, 2023, was forwarded to the city, and included several requests/proposed changes to the development site plan. Please confirm that you received this letter, and please let us know how you intend to respond to this letter.
Hubbell Development Services has received this letter and has been in communication with Cedarhurst Senior Living. Additional landscaping will be provided between the Della units and the senior living.

    Additionally, please provide confirmation of conversations with ownership representation of the intent to utilize the access easement at the north end of their property as well as the intention the connect to (and reroute) the sidewalk connection on the south side of their property.
    Hubbell Development Services has been in communication with ownership for the connection to the north access and south sidewalk.

38. A draft of the Conditional Use Permit will be provided upon review of the revised documents.
Acknowledged.

We appreciate the City of La Vista's efforts in preparing this review. We would like to continue working the city to address any unresolved or outstanding items. Please contact us with any questions or concerns.

Respectfully submitted,

Trevor Veskrna, P.E.
THOMPSON, DREESSEN & DORNER, INC.

TV/alj

LA VISTA
IMPROVE YOUR POINT OF VIEW.

May 26, 2023

TD2
Trevor Veskrna
10836 Old Mill Road
Omaha, NE 68154

RE: Mayfair Apartments – PUD, CUP & Replat Applications – 2nd Review Letter
Lots 1-3 Mayfair 2nd Addition Replat Seven & Lot 2 Mayfair 2nd Addition Replat Three

Mr. Veskrna,

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 and Zoning Ordinance, the City has the following comments:

Replat Application

1. General Comment – A draft subdivision agreement was received by the City on May 24, 2023. We will commence our review of the draft agreement and provide comments once drafted.

Planned Unit Development & Conditional Use Permit Applications

2. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 – The submitted Traffic Impact Study (TIS) is currently under review by the City's third-party reviewer. A response to the study is expected sometime next week. The City Engineer does not expect substantive changes to the TIS or the development based on the comments of the third-party reviewer.

However, if any changes are required, these changes need to be provided and reviewed prior to consideration of the items under review in this letter by the City Council.

3. Zoning Ordinance Section 5.15.04.07 and 5.15.04.22 – A photometric plan was submitted and reviewed to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Staff approves of the proposed photometric plan.

4. Zoning Ordinance Section 5.15.04.08 – Please provide parking stall counts inclusive of ADA considerations.

5. General comment – Staff plans to include verbiage within the resolution that approves of the proposed Final Plat to remove the existing Sanitary Sewer Easement on the south side as part of the approval process.

6. Zoning Ordinance Section 5.15.04.07 and 5.15.04.16 – To complete the sidewalk network in the development to provide adequate pedestrian connectivity, please update the plan to include the two sidewalk connections noted in red on the plan in Exhibit A, attached to this letter.

General Development Comments

7. Elevations of the sanitary sewer and other pertinent utilities will need to be provided prior to the issuance of a building permit.

8. The building design for each of the proposed buildings must be reviewed as part of the formal design review application process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes.

   Further refinement of the design of the garages and the site landscaping will be of specific consideration during this process.

9. A draft of the Conditional Use Permit has been attached for your review.

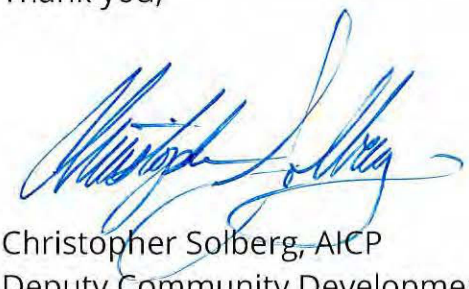
10. A draft Planned Unit Development ordinance will be provided in the coming weeks that addresses the setbacks for the development and the allowances

provided within the PUD area in relation to the Gateway Corridor District Design Guidelines.

Please resubmit 2 paper copies of the Preliminary and Final Plats, PUD and CUP site plans, and other supporting documentation requested in this letter (including electronic copies) to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter by June 5, 2023.

We have added these applications to the agenda for the June 15th Planning Commission meeting. Please have someone in attendance at the meeting to present the project and answer any questions as necessary. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,



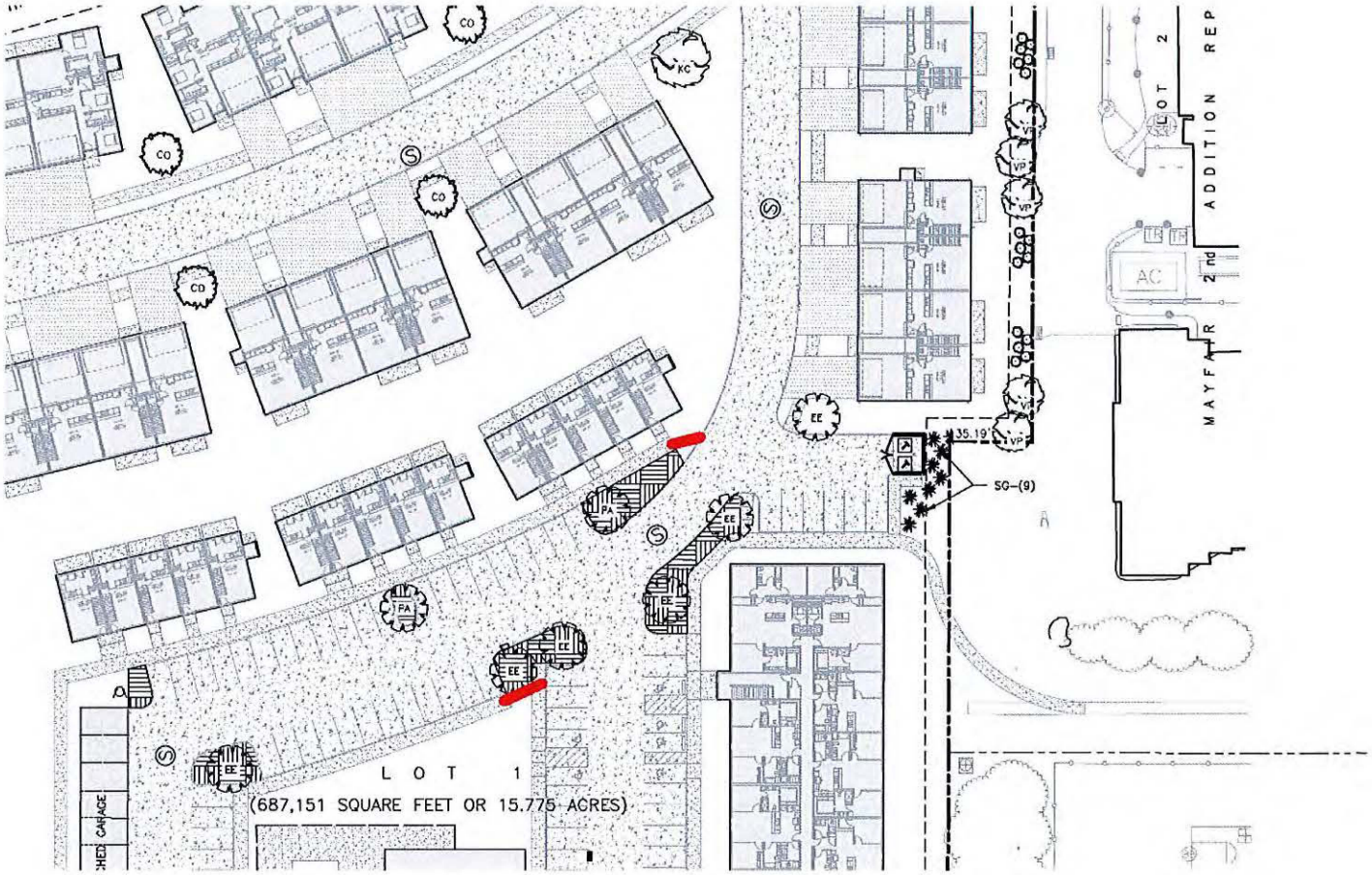
Christopher Solberg, AICP
Deputy Community Development Director
City of La Vista
csolberg@cityoflavista.org
(402) 593-6400

cc:

Josh Vickery, Hubbell Development Services
Doug Kellner, TD2
Bruce Fountain, Community Development Director – City of La Vista
Cale Brodersen, Associate City Planner – City of La Vista
Pat Dowse, City Engineer – City of La Vista

Enclosure

Exhibit A – Sidewalk Additions



TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Road
Omaha, NE 68154
402 330-8860

June 2, 2023

City of La Vista
Chris Solberg, Deputy Community Development Director
8816 Park View Blvd.
La Vista, NE 68128

RE: Mayfair Apartments – PUD, CUP, and Replat Applications – 2nd Review Letter
Lots 1 – 3, Mayfair 2nd Addition Replat Seven & Lot 2, Mayfair 2nd Addition Replat Three
TD2 File No. 2253-109

Mr. Solberg,

Below are responses to the comments on the Mayfair Apartments – PUD, CUP, and Replat 2nd Review Letter dated May 26, 2023. The city comments are listed below followed by our responses in bold.

1. General Comment - A draft subdivision agreement was received by the City on May 24, 2023. We will commence our review of the draft agreement and provide comments once drafted.
Acknowledged.

2. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 - The submitted Traffic Impact Study (TIS) is currently under review by the City's third-party reviewer. A response to the study is expected sometime next week. The City Engineer does not expect substantive changes to the TIS or the development based on the comments of the third-party reviewer. However, if any changes are required, these changes need to be provided and reviewed prior to consideration of the items under review in this letter by the City Council.
Acknowledged.

3. Zoning Ordinance Section 5.1 5.04.07 and 5.15.04.22 - A photometric plan was submitted and reviewed to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Staff approves of the proposed photometric plan.
Acknowledged.

4. Zoning Ordinance Section 5.1 5.04.08 - Please provide parking stall counts inclusive of ADA considerations.
ADA parking parameters and requirements have been added to the Parking Statistics table on the PUD and CUP Site Plan.

5. General comment - Staff plans to include verbiage within the resolution that approves of the proposed Final Plat to remove the existing Sanitary Sewer Easement on the south side as part of the approval process.
Acknowledged.

6. Zoning Ordinance Section 5.15.04.07 and 5.1 5.04.1 6 - To complete the sidewalk network in the development to provide adequate pedestrian connectivity, please update the plan to include the two sidewalk connections noted in red on the plan in Exhibit A, attached to this letter.
   Sidewalks have been added per Exhibit A.

7. Elevations of the sanitary sewer and other pertinent utilities will need to be provided prior to the issuance of a building permit.
   Acknowledged.

8. The building design for each of the proposed buildings must be reviewed as part of the formal design review application process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes. Further refinement of the design of the garages and the site landscaping will be of specific consideration during this process.
   Acknowledged.

9. A draft of the Conditional Use Permit has been attached for your review.
   Received.

10. A draft Planned Unit Development ordinance will be provided in the coming weeks that addresses the setbacks for the development and the allowances provided within the PUD area in relation to the Gateway Corridor District Design Guidelines.
    Acknowledged.

We appreciate the City of La Vista's efforts in preparing this review. We would like to continue working the city to address any unresolved or outstanding items. Please contact us with any questions or concerns.

Respectfully submitted,

Trevor Veskrna, P.E.
THOMPSON, DREESSEN & DORNER, INC.

TDV/anr

SUBDIVISION AGREEMENT
Lots 1, Mayfair 2nd Additions Replat Eight
R-3, High Density Residential PUD, GWC
(Private Financing)

THIS SUBDIVISION AGREEMENT (the "Agreement") is made this ___ day of _____, 2023, by and between HRC SAGEBROOK MULTIFAMILY, LLC, a Nebraska limited liability company, hereinafter referred to as "Subdivider"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City"). Subdivider and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Subdivider submitted an application to replat and develop the property legally described as Lot 1, Mayfair 2nd Addition Replat Eight, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, as is more particularly shown on the Final Plat (the "Plat," "Final Plat," or "Replat") attached hereto as Exhibit "A" as finally approved by the City Council, and which is located inside the corporate limits of the City (the "Property" or "Subdivision");

WHEREAS, Subdivider desires to develop and operate the Property and all improvements on or within the Property in a unified, compatible manner as a multifamily residential housing development as shown on the site plan attached hereto as Exhibit "D" (the "Site Plan"), as presented to the City Council by or on behalf of the Subdivider in connection with the request for approval of the Plat, PUD Plan and Conditional Use Permit and as finally approved by the City Council;

WHEREAS, Subdivider has agreed to meet all applicable conditions and requirements of the City's platting, development and zoning laws, regulations, and requirements, including without limitation those that are set forth in the City's Zoning Ordinance, Subdivision Regulations, PUD Plan, Conditional Use Permits, Building Code and this Agreement;

WHEREAS, in order to develop the Property in the way it wishes, Subdivider must grade, create, construct and maintain certain topographic and surface conditions and provide for surface water detention within the Subdivision in accordance with applicable requirements;

WHEREAS, Subdivider has requested that the City approve the Plat and approve the connection of the Subdivision to existing sanitary sewer and storm drainage systems;

WHEREAS, Subdivider will build all public improvements and private improvements as described in this Agreement;

WHEREAS, Subdivider requested approval of the PUD Plan, CUP and Plat, subject to applicable provisions of the City of La Vista Zoning Ordinance and City of La Vista Subdivision Regulations, including: Section 5.08 (pertaining to R-3 High Density Residential District), Section 5.15 (pertaining to PUD), Section 5.17.06 (Gateway Corridor Overlay District), and Article 6 (pertaining to Conditional Use Permits) of such Zoning Ordinance, and Article 7 of such Subdivision Regulations, and has agreed to meet all conditions of development and other requirements of said zoning, regulations or as otherwise set forth in this Agreement; and

WHEREAS, the Parties wish to agree upon various matters pertaining to the construction of

the private improvements and public improvements within or serving the Subdivision as provided by this Agreement, and other matters pertaining to the development of the Subdivision and health, safety and welfare of the City, Subdivision, their inhabitants and the public as set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

1. Definitions

Unless a contrary intent is clearly indicated herein, the following words and phrases shall have the following meanings, regardless of whether or not capitalized:

A. "Agreement" shall mean this document entitled "Subdivision Agreement" and all Exhibits hereto.

B. "Conditional Use Permits" or "CUP" shall refer to that certain conditional use permit for multi-family residential housing facilities on the Property, as shown on the approved Site Plan, in form and content as finally approved by the City Council and executed by the Parties.

C. The "construction cost" of an improvement shall mean the amount paid to the contractor, utility or entity installing the improvement or performing the work, together with all other direct labor and material costs incorporated into the construction of the improvement, and net of refunds, reimbursements and offsets thereto.

D. The "cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, and other costs of achieving completion, acceptance and financing of the project or work and miscellaneous costs.

E. "Detention Basin" or "Storm Water Detention Basin" shall mean a permanent structure to serve as temporary water holding basin, whether above or below ground, to be constructed in accordance with and at the locations shown in the Post Construction Storm Water Management Plan attached as Exhibit "G," or such alternative or substitute locations and accompanying plans and specifications as the City may approve in advance in writing.

F. "Improvements" or "Infrastructure" shall mean, to the extent located within the Subdivision or required herein for or in connection with development of the Subdivision, any and all facilities constructed, installed, or otherwise implemented on or in the vicinity of the Property, including without limitation, Subdivision entrances, facilities for the purpose of providing access or services of any type or description to or from the Subdivision or serving facilities or properties within or serving the Subdivision, ingress and egress to and from the Subdivision, construction of paving, enhancements or reconstruction of existing paving, installation or construction of traffic signalization or other street improvements, and construction of storm sewers, sanitary sewers, outfall sewers, and access thereto, drainage and drainage retention, culverting, street lighting, and any other infrastructure or improvements, together with utility systems and easements for or otherwise in connection with any improvements or the maintenance, replacement or repair thereof where required.

G. "Land Utilization and Preparation Cost" shall mean any expenses associated with the preparation of a site for construction or for proper use after construction, including but not

limited to, surveying, land excavation, vegetation, earthwork, grading, stabilization, erosion control, permitting and fees, utilities, and stormwater infrastructure.

H. "Plat" or "Final Plat," or "Replat," unless a contrary intent is indicated, shall mean the plat attached as Exhibit "A," as finally approved by the City Council.

I. "PUD Plan" shall mean the Planned Unit Development Plan for the Subdivision, including, but not limited to, the Planned Unit Development Site Plan and Landscaping Plan attached as Exhibits "D" and "E," as finally approved by the City.

J. "Related Entity" shall mean all entities that Subdivider uses to develop, construct, own, and operate facilities, improvements, and parts of the Property as described in this Agreement, and with respect to which Subdivider shall have an ownership interest and control.

K. "Subdivider's Engineer" shall mean TD2 Engineering & Surveying, which shall be the principal contact entity with the City in engineering matters.

L. "Subdivision" shall mean the Property consisting of approximately 15.77 acres of land described in Exhibit "A" hereto.

M. "Subdivider" shall mean HRC SAGEBROOK MULTIFAMILY, LLC, a Nebraska limited liability company.

N. "Public Improvements" shall mean those improvements described in Subsections 2A through 2E.

O. "Private Improvements" shall mean all improvements described in this Agreement or otherwise constructed on the Property, other than Public Improvements.

2. Construction/Installation of Improvements Authorized.

The Subdivider, in addition to any other improvements specified by this Agreement, at its cost, shall construct or install, or cause to be constructed or installed, the following improvements upon or in the vicinity of the Property, including without limitation necessary water, sanitary sewer, and surface water drainage to or from existing or planned facilities, and no funds, assets or other resources or credit of the City shall be expended, loaned, applied or otherwise used by or for the benefit of the Subdivision, Subdivider or any Improvements, or any fee, cost or expense described or related to any matter described in this Agreement, except as otherwise expressly provided below:

A. The Subdivider at its cost shall construct and install permanent paint markings and signage ("Markings and Signage") for a Two Way Left Turn Lane (TWLTL) along 99th Street from south of Hillcrest Plaza to south of Gary Street, as described or depicted on attached Exhibit " K ", as a condition of, and prior to issuance of, a certificate of occupancy for any building on the Property.

B. The Subdivider at its cost shall construct and install Markings and Signage for a Two Way Left Turn Lane (TWLTL) along Brentwood Drive from east of 97th Circle to the existing striping for the 96th Street Signal as described or depicted on attached Exhibit " K", as a condition of, and prior to issuance of, a certificate of occupancy for any building on the Property.

C. The Subdivider at its cost shall construct and install pedestrian sidewalks ("Sidewalks") as described or depicted on attached Exhibit " D " in accordance with the Site Plan and City Ordinances, regulations and policies. All Pedestrian Sidewalks shall be completed no later than completion of the Subdivision. Provided, however, Sidewalks adjacent to each building, as described or depicted on such Exhibit, shall be completed no later than completion of the building, which shall be a condition that must be satisfied before any certificate of occupancy will be issued for such building. Perimeter sidewalks, as described or depicted on such Exhibit, shall be completed no later than completion of the Subdivision, and shall be a condition precedent to issuance of any certificate of occupancy for the last building constructed within the Subdivision.

Signalization of 99th Street & Giles Road City at its cost shall construct and install, or cause the construction or installation of, a traffic control signal ("Signal") at the intersection of 99th Street and Giles Road, as described or depicted on attached Exhibit "L", that includes common phases (green), caution (yellow), and stop (red), and additional left turn signals having flashing yellow arrow (FYA) and both protected and permissive phases for eastbound and westbound turn lanes; provided, however, that such phases for westbound turn lanes shall be included only if warranted by a traffic study. As a condition of, and prior to issuance of, any certificate of occupation for any building on the Property, Subdivider shall pay City 25% of the cost to design and construct such Signal, as determined by the City Engineer.

E. Other Potential Improvements. As a condition of, and prior to issuance of, any certificate of occupancy for any building on the Property, the Subdivider, at its cost, shall:

(1) Construct and install, or cause the installation or construction of, a channelized median with signage ("Median"), inclusive of KEEP RIGHT and NO LEFT TURN signage at the intersection of 98th Plaza and Giles Road, as described or depicted on attached Exhibit " M ", for the reduction of access at 98th Plaza and Giles Road. The access of the intersection of 98th Plaza and Giles Road will be limited to ¾ Access (no left turns from 98th Plaza to Lot 254 Val Verde) until future improvements to the intersection of 96th Street and Giles Road are made, at which time the access at 98th Plaza and Giles Road will be limited to Right-In, Right-Out (RIRO) only.

(2) Install or construct, or cause the installation or construction of, any additional improvements ("Other Traffic Control Improvements"), or take such further action, as required by the Traffic Impact Analysis completed by Felsburg, Holt and Ullevig and satisfactory to the City Engineer, as indicated by his approval in writing.

F. Storm Water Detention.

(1) A drainage study for the Subdivision based on development of Property has been completed and is incorporated herein by this reference ("Drainage Study"), a copy of which, without exhibits, is attached hereto as Exhibit "F", and the results of which include projections regarding storm water drainage from the Subdivision after it is developed, including construction of storm water detention facilities within the Subdivision ("Projected Post-Development Drainage"). Subdivider certifies that, to the best of its knowledge, the Drainage Study is current, accurate and complete and that actual drainage from the Subdivision during and after development of the Subdivision will not exceed Projected Post-Development Drainage; provided, however, that Subdivider shall not be responsible for

increased drainage from the Subdivision caused by improvements upstream of the Subdivision that are initiated and completed after the Drainage Study was completed, are beyond the control of Subdivider and materially increase the amount of storm water drainage flowing into the Subdivision. Subdivider, at its cost, agrees to construct the storm water detention basins and associated storm sewer piping and related improvements in accordance with the Post Construction Storm Water Management Plan and Utility Plan, attached hereto as Exhibits "G" and "H", and the construction of such facilities shall be complete prior to issuance of a Certificate of Occupancy for any facility within the development. Subdivider, subject to any applicable permit, agreement or other requirement, shall connect to the existing storm sewer system. Storm water detention facilities and improvements are a Land Utilization and Preparation Cost within the meaning of Section 1 of this Agreement and shall be constructed at Subdivider's expense. If actual drainage from the Subdivision during or after development exceeds Projected Post-Development Drainage, Subdivider, at its cost, shall take such additional actions within the Subdivision as are necessary or appropriate to reduce actual drainage from the Subdivision to the Projected Post- Development Drainage levels, to the satisfaction of the City Engineer. Provided, however, that Subdivider shall not be responsible for increased drainage from the Subdivision caused by improvements upstream of the Subdivision that are initiated and completed after the Drainage Study was completed, are beyond the control of Subdivider and materially increase the amount of storm water drainage flowing into the Subdivision. Prior to issuance of any building permit, Subdivider shall adopt a Post Construction Storm Water Management Plan governing perpetual operation, maintenance and repair of storm water detention basins and facilities in the Subdivision specified in the Post Construction Storm Water Management Plan attached as Exhibit "G" and the Utility Plan attached as Exhibit "H", subject to such modifications as required by the City Administrator in consultation with the City Engineer. Subdivider at its cost shall maintain and repair all storm water detention facilities and appurtenances constructed by Subdivider within the Subdivision, which shall be Private Improvements.

(2) All work and improvements required of Subdivider in this Subsection 2F ("Storm Water Detention Facilities"), and related designs, contracts, plans and documents, shall be subject to prior review and approval of the City Engineer in writing.

(3) Watershed Management Fees: The Subdivider shall make payment to City for Watershed Fees. This fee for the Property 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 the Property 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.

Lot 1 - 15.77 @ $4,520.00/AC		$ 71,280.40
	TOTAL	$ 71,280.40

The aforestated fee of $4,520.00 per acre of High-Density Multi-Family Residential is the rate now in effect and is subject to increase. This fee is calculated as of July 1, 2023, and is subject to increase from time to time. The rate in effect at time the payment is made will be the rate paid.

G. Private Storm Sewer. The Subdivider at its cost shall cause the private portion of the storm sewer system (shown in the Utility Plan attached as Exhibit "H") ("Private Storm Sewer") to be constructed, including storm sewers, inlets, manholes, junction boxes, flared end sections and other related appurtenances to be constructed in private drives or routes in the Subdivision, and those segments functioning as a transporter of storm water to points within or outside the Subdivision, as shown in the Post Construction Storm Water Management Plan attached as Exhibit "G", all of which shall be Private Improvements.

H. Private Sanitary Sewer. The Subdivider at its cost shall install all sanitary sewers in accordance with the Utility Plan attached hereto as Exhibit "H" ("Private Sanitary Sewer"); and which sanitary sewers shall be Private Improvements. Subdivider shall pay as a condition of building permit issuance all applicable connection fees at the rates in effect at the time. The Subdivider shall enter into a Sewer Connection Agreement with the City Engineer in the form and content attached hereto as Exhibit "I," subject to the final approval of the City Engineer.

The exact design, location and dimensions of and detailed plans and specifications for each of the above-described Public Improvements or Private Improvements, are subject to prior approval by the City Engineer in advance of award of contract for construction or acquisition. Not in limitation of the foregoing sentence, any preliminary plans referenced in this Agreement shall be subject to additions, subtractions, modifications, and final approval to the satisfaction of the City Engineer.

3. Allocation of Cost of Improvements

Subdivider and City agree (a) that the cost of all Public Improvements constructed within or serving the Subdivision as authorized by Section 2, supra, or elsewhere or as otherwise described in this Agreement shall be paid by Subdivider, unless otherwise expressly provided below, and (b) that the cost of all Private Improvements shall be paid by Subdivider. Not in limitation of the foregoing provisions of this Section 3:

(1) Markings and Signage. One hundred percent (100%) of the cost of the Markings and Signage constructed/installed by the Subdivider shall be paid solely by the Subdivider.

(2) Sidewalks. One hundred percent (100%) of the cost of the Sidewalks shall be paid by the Subdivider at its sole cost and expense.

(3) Signalization. Costs of Signalization shall be paid as follows: 25% by the Subdivider and 75% by the City.

(4) Other Traffic Control Improvements. One hundred percent (100%) of the cost of Other Traffic Control Improvements shall be paid by the Subdivider at its sole cost and expense.

(5) Storm Water Detention Facilities. One hundred percent (100%) of the cost of Storm Water Detention Facilities shall be paid by the Subdivider at its sole cost and expense

(6) Private Storm Sewer. One hundred percent (100%) of the cost of all Private Storm Sewer constructed within or serving the Subdivision, including manholes, inlets and other appurtenances, as shown in the Utility Plan attached as Exhibit "H," shall be paid solely

by Subdivider.

(7) Private Sanitary Sewer. One hundred percent (100%) of the cost of all Sanitary Sewer constructed by Subdivider, within or serving the Subdivision, including manholes and other appurtenances, as shown in the Utility Plan attached as Exhibit "H", shall be paid solely by Subdivider.

(8) Water and Electrical. All costs of causing the installation of water and electrical distribution systems and the operation, maintenance and upkeep thereof within the Subdivision, including any contract charges, shall be paid by Subdivider or the utility provider.

(9) Other Improvements. All costs of all other work or improvements, including, but not limited to, grading, landscaping, wetlands mitigation, and extension, distribution or location of gas or other utilities, telephone or other communications or services to, on, in, over, under, within or with respect to the Subdivision, and the installation, construction, acquisition, operating or maintenance costs thereof, as applicable, shall be paid by Subdivider, and no part thereof shall be the responsibility or at the expense of the City.

4. General Agreements of Subdivider

Subdivider, with respect to work and Improvements described in this Agreement, agrees that:

A. Compliance with City Construction Requirements. Subdivider, in addition to any other requirements of applicable law or regulations, will abide by and incorporate into all contracts for Public Improvements to be constructed by Subdivider under this Agreement, the provisions required by the regulations and standards of the City pertaining to construction of such Public Improvements in the City, subdivisions or within street right-of-way, and testing procedures therefore; provided, however, if there is any conflict or ambiguity between or among any such regulations or standards, the higher standard or quality shall control. All plans, specifications and contracts for such proposed improvements and proposed maintenance agreements for said Public Improvements shall be submitted to the City for review and approval prior to commencement of the work.

B. Preconstruction Requirements. Prior to recording of the Plat, Subdivider will (i) in addition to any bonds required by any other provision of this Agreement, present to the City Administrator for the benefit of the City binding bonds or letters of credit in an amount of 110% of the total estimated costs of the Public Improvements to be constructed by Subdivider under this Agreement (110% of total cost of Public Improvements, estimated to be $258,500.00), in form and content satisfactory to the City Administrator, or (ii) complete said improvements and provide as-constructed records, certificates of completion and other required documentation, to the satisfaction of the City Engineer. If the Subdivider provides bonds pursuant to subsection (i) of the foregoing sentence, the City, upon Subdivider completing the Public Improvements, shall promptly release such bonds to the Subdivider at such time as the Subdivider's Engineer provides as-constructed records, certificates of completion of said work and improvements and other required documentation, to the satisfaction of the City Engineer.

C Administration. As regards to this Agreement and its implementation:

1.) No separate administrative entity or joint venture among the Parties, is deemed created by virtue of this Agreement.

2.) The administration of this Agreement shall be through the offices of the undersigned officers, or their designees, for their respective entities.

D Remedies. In addition to whatever rights of enforcement of the terms hereof are herein granted to any Party, each Party may avail itself of all other remedies it may have to enforce the terms hereof at law or equity. By way of specification and not by way of limitation, each of the Parties expressly reserves the right to specifically enforce full compliance of the terms and conditions of this Agreement by mandatory or prohibitory injunction.

E Covenants, Etc. All covenants and agreements of the Subdivider set forth in this Agreement shall constitute covenants running with the land and shall be binding on Subdivider and all successors and assigns of Subdivider. The City shall have the right, but not the obligation, to enforce any and all such covenants.

F. In the event the Subdivider records the Plat and, before commencing any improvements within or for the benefit of the Subdivision, Subdivider decides not to develop the Subdivision, the City and Subdivider shall take all actions necessary to vacate the Plat, and the PUD Plan, Agreement and Conditional Use Permit shall be null and void, and any letters of credit provided by Subdivider pursuant to this Agreement shall be promptly released by the City and returned to Subdivider upon vacation of the Plat.

G. Non-Discrimination. In the performance of this contract, neither the Subdivider nor the City shall discriminate against any parties or persons on account of race, national origin, sex, age, disability, political or religious affiliations in violation of federal and state laws or local ordinances.

H. The Subdivider agrees to use all reasonable good faith efforts to complete any and all improvements and/or work required of it hereunder in a timely and orderly manner.

5. Construction Standards and Procedures.

Subdivider, in addition to and not in limitation of any other provisions of this Agreement or applicable law or regulations, further agrees that:

A. City Approvals. All Public Improvements will be constructed in strict accordance with contracts, plans and specifications and locations approved in advance in writing by City's Engineer and in strict accordance with the City's policies and minimum standards and requirements of construction and testing procedures therefore, and directions of City Engineer, and that upon completion of construction thereof, Subdivider shall furnish to City a certificate from its consulting engineer so certifying. All Private Improvements will be built in accordance with this Agreement and applicable requirements of the City building code or other applicable laws or regulations.

B. Testing. Subdivider shall cause appropriate testing of materials and work finished in respect to the construction of Public Improvements and shall furnish City's engineers with copies of test results. City's engineers may order additional paving core tests, sewer televising or other tests, the cost of which shall be paid by Subdivider to the party performing the testing procedures, which additional testing costs shall also be a cost of the Public Improvement. Neither the Subdivider

nor any other party shall be entitled to rely upon any inspections made by the City for any purpose whatsoever. The sole responsibility for proper inspection and certification as to completion remains with the Subdivider and its engineers.

C. Construction Record Drawings. Subdivider shall cause "Construction Record Drawings", in reproducible form, and specifications for all Public Improvements that Subdivider shall have heretofore or hereafter constructed within the area to be developed to be furnished to City, in triplicate, promptly and without cost to the City. All such plans shall be submitted on reproducible mylar, except where the City agrees otherwise. The engineering costs attributable to the production of said "Construction Record Drawings" shall be an engineering fee within the meaning of Subsection 1-D, supra. Subdivider shall, prior to the Subdivider's solicitation of bids for any Public Improvement within the area to be developed, require Subdivider's Engineers to file with the City said Engineers' separate written assurance and agreement that said "Construction Record Drawings" will be prepared and filed with the City upon the completion of each Public Improvement.

D. Compliance with Law. All Public Improvements shall comply with all applicable federal and state and County laws and regulations in general and with all applicable ordinances and regulations of the City in reference to construction, use, operation and maintenance; provided, however, if there is any conflict or ambiguity between or among any such laws and regulations, the higher standard or quality shall control.

E. Compliance with City Engineer Determinations. In the event that City's Engineers determine that there is anything in the construction, use, maintenance or operation of any Public Improvements which will, in the opinion of City's Engineers, be detrimental to any other improvement or utility constructed or to be constructed in the same right-of-way or easement, Subdivider will, on notice thereof, promptly cause its engineers to jointly review and evaluate the problem with City's engineer and formulate a plan for corrective action acceptable to the City Engineer and Subdivider which shall be implemented by Subdivider at Subdivider's cost.

F. Bonds. Subdivider, in addition to any bonds or letters of credit required by any other provision of this Agreement, shall require each contractor performing work on Public Improvements on behalf of the Subdivider to furnish a performance and maintenance bond, and to warrant the work against any defects for a minimum of two years after completion, with Subdivider and City as joint and several obliges thereon, which bond and warranty shall be subject to the City Engineer's approval as to surety, form and terms.

G. Easements. Any easements required from Subdivider for Public Improvements hereunder by the City or its designee shall be provided at no cost to the City or its designee.

6. [Intentionally Omitted].

7. [Intentionally Omitted].

8. Maintenance of Improvements. In addition to any other maintenance required of Subdivider pursuant to this Agreement or applicable laws or regulations, Subdivider shall continuously and permanently maintain and keep in good repair, and reconstruct or replace if required of Subdivider

herein or by applicable agreements, laws, rules or regulations, all Private Improvements Subdivider constructs or makes or causes to be constructed or made with respect to development of the Subdivision, including, but not limited to landscaping. Not in limitation of any of the foregoing, all landscaping within the Subdivision shall be warranted by the landscape contractor for at least two growing seasons, and any replacement, repair or reconstruction shall be of equal or better maturity, type, quality and quantity, regardless of whether or not the replacement, repair or reconstruction occurs within or after an applicable warranty period.

9. Sewer Connections. Before any connection from any premises to the sanitary sewer system of the City may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

10. Tract Sewer Connection Fees. Subdivider agrees that the terms and conditions for the benefit of the City that are contained in the separate Sewer Connection Agreement referred to within Exhibit "I" as pertaining to the sanitary sewer system shall be incorporated into this Agreement by reference. 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 pertaining to the Property:

Lot 1, R-3 - High Density Residential	264 UNITS @ $1,117/UNIT	$294,888.00
	TOTAL	$294,888

The aforestated fee of $1,117 per unit is the rate in effect at the time this Agreement was approved by the City Council and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid.

11. City Right of Disconnection. 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, statute, rule, or regulation.

12. Compliance with City Regulations, Etc. The Subdivider, without limiting any other provision of this Agreement, expressly agrees that it is and shall be:

A. Bound by and to any provisions of any ordinances, rules and regulations as existing or hereafter made and adopted by the City applicable to sewers connected to City sewers or sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City; and

B. Bound by any terms and provisions which by ordinance, resolution, or rule exists or which the City shall hereafter adopt or provide as being applicable to sewers connected to City sewers, or applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City or sewer within its zoning or health jurisdiction.

C. Bound by all terms and provisions of the Sewer Connection Agreement which is attached hereto as Exhibit "I," subject to any additions, subtractions, modifications, and final approval of the City Engineer, and shall be executed in conjunction with this Agreement.

13. Additional Special Covenants and Agreements. Subdivider further covenants and agrees as follows:

A. Storm Water Detention. In regard to storm water detention facilities:

1. Subdivider's construction of storm water detention basins and facilities within the Subdivision shall be in accordance with the Post Construction Storm Water Management Plan attached as Exhibit "G", and the Utility Plan attached as Exhibit "H". Construction of storm water detention basins and facilities within the Property shall be completed as necessary to handle the storm water associated with the developed Property, and schedule for construction and completion of storm water detention basins and facilities shall be subject to approval of the City Engineer before any building permit is issued for any building within the Subdivision.
2. Any change of location of a detention basin from that shown in the Post Construction Storm Water Management Plan attached as Exhibit "G" shall require approval of the City Engineer, as will any relocation of the basin from its City approved location.
3. The detention basins shall be on private property. Subdivider at its cost shall be responsible for construction and continuous and permanent maintenance and repair of all detention basins and facilities located within the Subdivision.
4. The City shall have an easement for access to all detention basins, as may be relocated or redesigned from time to time in accordance with this Agreement, for inspection and any follow up, in the City's sole discretion, as is set forth in the Post Construction Storm Water Management Plan Maintenance Agreement and Easement attached as Exhibit "J", which Subdivider shall record with the Sarpy County Register of Deeds.
5. If a relocation or design modification of detention facilities is necessary or desirable, the Parties will make a good faith effort to cooperate in making such amendments to the Post Construction Storm Water Management Plan Maintenance Agreement and Easement as are needed to accommodate such relocation or design modification, which modification and amendments shall be in form and content satisfactory to the City Engineer.

B. All Public Improvements within the Property or otherwise required under this Agreement shall be constructed to City approved specifications. The City shall have access to, over and otherwise with respect to all private roadways and private driveways and other improvements for public safety or the exercise of other governmental purposes, including, but not limited to, police, fire and rescue, and for the exercise of the rights granted or reserved to City under this Agreement.

C. Subdivider on a permanent and continuous basis shall provide for proper and continuous maintenance and upkeep within the Subdivision in accordance with ordinances, codes, rules and regulations from time to time adopted or amended by the City and setting forth requirements applicable to maintenance and upkeep of real property and related improvements, including, but not limited to, requirements applicable to multifamily

housing, residential rental properties and landscaping. When replacement of landscaping is required, the replacement shall be of the same or better quality, maturity, type and quantity as the plants or materials originally required.

D. If Subdivider fails to timely and fully perform any responsibility set forth in Subsection C of this Section within thirty (30) days after written notice from the City of such failure or such later time period as set forth in the next sentence, the City, at its option, 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 or against the Property within the Subdivision as a lien. If it is not possible for Subdivider to perform such responsibility within such thirty (30) day period, such period of time shall be extended by the number of days reasonably necessary to perform such responsibility, provided that Subdivider commences curative actions within the time required by this subsection D and diligently pursues and completes the same as soon as reasonably possible, and provided further that allowing additional time does not present or increase risk of harm to persons or property.

E. Subdivider shall be responsible for ensuring compliance with requirements regarding erosion control when developing the Subdivision.

F. Any City approval or any notice required under this Agreement must be in writing to be effective.

G. If any provision of this Agreement is determined unenforceable, the unenforceable provision shall be deemed stricken and the remainder of the Agreement shall be enforced. This Agreement shall be governed and construed in accordance with Nebraska law and the Parties submit to the jurisdiction and venue of the District Court of Sarpy County to resolve any dispute hereunder and agree not to challenge said jurisdiction or venue.

H. City Engineer Review. All preliminary plans described in this Agreement shall be finalized and subject to review and final approval of the City Engineer prior to building permit approval, grading permit approval, storm water management permit approval, or authorization to construct Public Improvements, as applicable.

I. 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 with the Register of Deeds of Sarpy County, Nebraska by Subdivider, along with any other documents or instruments required to be recorded, before any building permit is issued to Subdivider, and shall be binding, jointly and severally, upon the Subdivider and all of Subdivider's successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against the Property or any part thereof. 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. City shall have the right, but not the obligation, to enforce any and all covenants. It is expressly agreed that City shall not release the Final Plat or this Agreement for recording until City is satisfied that Subdivider has concluded (closed) or made arrangements satisfactory to the City to conclude (close), transactions for the actual construction of Private Improvements. 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 Subsection.

14. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the Final Plat for recording.

15. 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 on the Final Plat 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.

16. Easements. All proposed easements by the Subdivider, and easements required by the City, as set forth in Exhibit "A," for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure) 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.

17. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of the Property 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.

18. Ownership Representation. The Manager of Subdivider, by signing below and the Final Plat, does warrant and represent that such Manager is executing this Agreement and the Final Plat as an authorized person, and that Subdivider is and shall continue to be the sole owner of 100% of the Property at date of recording this Agreement and the Final Plat.

19. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. This Agreement shall not supersede terms or conditions of any prior agreement between the Subdivider, or any predecessor in interest of Subdivider, and the City with respect to the matters not contained herein. The Agreement only may be amended by a written amendment executed by all parties.

20. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable part 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.

21. Headings. Headings are used in this Agreement solely for organizational purposes and shall not have any substantive meaning or be used to interpret any terms or conditions of this Agreement.

22. Recitals/Exhibits Summary. The recitals set forth on pages 1 and 2 above are incorporated herein by reference and made a part of this Agreement. Except as otherwise noted, the following attached Exhibits were prepared by TD2 Engineering & Surveying engineers for Subdivider. The Exhibits (Exhibits "A" thru "L" as identified below) are attached hereto and made a part of this Agreement, and said Exhibits are incorporated herein by this reference, together with any other documents or instruments referenced in this Agreement:

Exhibit "A"	Final Plat
Exhibit "B"	Conditional Use Permits
Exhibit "C"	Paving Improvements
Exhibit "D"	Planned Unit Development ("PUD") Site Plan
Exhibit "E"	PUD Landscaping Plan
Exhibit "F"	Drainage Study
Exhibit "G"	Post Construction Storm Water Management Plan
Exhibit "H"	Utility Plan
Exhibit "I"	Sewer Connection Agreement
Exhibit "J"	Post Construction Storm Water Management Plan Maintenance Agreement and Easement
Exhibit "K"	Markings & Signage Exhibit for two, Two-Way Left-Turn Lanes
Exhibit "L"	99th Street & Giles Road Signal Exhibit
Exhibit "M"	Median & Signage Exhibit for 98th Plaza and Giles Road Median

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

Owner:

HRC SAGEBROOK MULTIFAMILY, LLC

By: Hubbell Realty Company, LLC, Manager

By: _____

Its: _____

By: _____

Its: _____

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this ___ day of _____, 2023, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be _____ and _____of HUBBELL REALTY COMPANY, LLC, an Iowa limited liability company, manager of HRC SAGEBROOK MULTIFAMILY, LLC, a Nebraska limited liability company and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

{Seal}

_____
Notary Public

ATTEST: CITY OF LA VISTA

_____ _____
Pamela Buethe, City Clerk Douglas Kindig, Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this ___ day of _____, 20___, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally know by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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

{Seal}

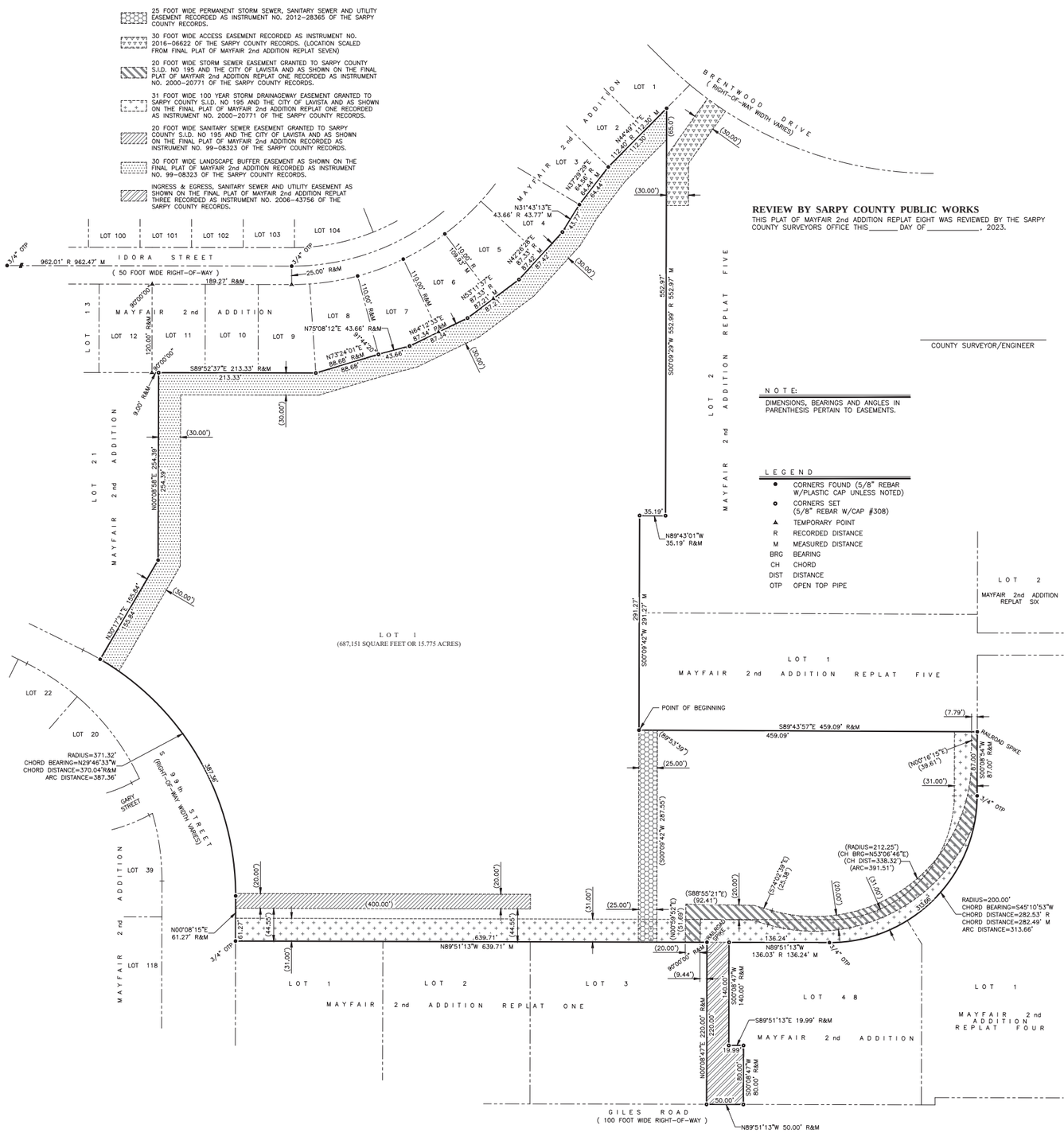
_____
Notary Public

Exhibit "A"

MAYFAIR 2nd ADDITION REPLAT EIGHT

LOT 1

BEING A REPLATTING OF LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, TOGETHER WITH LOTS 1, 2 AND 3, MAYFAIR 2nd ADDITION REPLAT SEVEN, BOTH SUBDIVISIONS IN SARPY COUNTY, NEBRASKA LOCATED IN THE SE 1/4 OF SECTION 16, T14N, R12E OF THE 6th P.M. SAID SARPY COUNTY.



REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF MAYFAIR 2nd ADDITION REPLAT EIGHT WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS_____ DAY OF _____, 2023.

COUNTY SURVEYOR/ENGINEER

N O T E:

DIMENSIONS, BEARINGS AND ANGLES IN PARENTHESIS PERTAIN TO EASEMENTS.

L E G E N D

●	CORNERS FOUND (5/8" REBAR W/PLASTIC CAP UNLESS NOTED)
o	CORNERS SET (5/8" REBAR W/CAP #308)
▲	TEMPORARY POINT
R	RECORDED DISTANCE
M	MEASURED DISTANCE
BRG	BEARING
CH	CHORD
DIST	DISTANCE
OTP	OPEN TOP PIPE

SURVEYOR'S CERTIFICATE

I, JAMES D. WARNER, NEBRASKA REGISTERED LAND SURVEYOR NO. 308, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY. SAID PLAT TO BE KNOWN AS MAYFAIR 2ND ADDITION REPLAT EIGHT, LOT 1, BEING A REPLATTING OF LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, TOGETHER WITH LOTS 1, 2 AND 3, MAYFAIR 2nd ADDITION REPLAT SEVEN, BOTH SUBDIVISIONS IN SARPY COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NW CORNER OF LOT 2, SAID MAYFAIR 2ND ADDITION REPLAT THREE;

THENCE S89°43'57"E (BEARING BASED ON THE DOUGLAS/SARPY COUNTIES LOW DISTORTION PROJECTION) 459.09 FEET ON THE NORTH LINE OF SAID LOT 2 TO THE NE CORNER THEREOF;

THENCE S00°08'54"W 87.00 FEET ON THE EAST LINE OF SAID LOT 2;

THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID LOT 2 ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S45°10'53"W, CHORD DISTANCE 282.49 FEET, AN ARC DISTANCE OF 313.66 FEET;

THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 2 AND THE SOUTH LINES OF LOTS 2 AND 3, SAID MAYFAIR 2ND ADDITION REPLAT SEVEN ON THE FOLLOWING DESCRIBED SEVEN COURSES;

THENCE N89°51'13"W 136.24 FEET; THENCE S00°08'47"W 140.00 FEET; THENCE S89°51'13"E 19.99 FEET;

THENCE S00°08'47"W 80.00 FEET; THENCE N89°51'13"W 50.00 FEET; THENCE N00°08'47"E 220.00 FEET;

THENCE N89°51'13"W 639.71 FEET TO THE SW CORNER OF LOT 2, SAID MAYFAIR 2ND ADDITION REPLAT SEVEN;

THENCE N00°08'15"E 61.27 FEET ON THE WEST LINE OF SAID LOT 2;

THENCE NORTHWESTERLY ON THE WEST LINES OF LOTS 1 AND 2, SAID MAYFAIR 2ND ADDITION REPLAT SEVEN ON A 371.32 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N29°46'33"W, CHORD DISTANCE 370.04 FEET, AN ARC DISTANCE OF 387.36 FEET;

THENCE N30°17'21"E 155.84 FEET ON THE WEST LINE OF SAID LOT 1;

THENCE N00°08'58"E 254.39 FEET ON THE WEST LINE OF SAID LOT 1 TO THE NW CORNER THEREOF;

THENCE EASTERLY ON THE NORTH LINE OF SAID LOT 1 ON THE FOLLOWING DESCRIBED NINE COURSES;

THENCE S89°52'47"E 213.33 FEET; THENCE N73°24'01"E 88.68 FEET; THENCE N75°08'12"E 43.66 FEET;

THENCE N64°12'33"E 87.34 FEET; THENCE N53°11'37"E 87.21 FEET; THENCE N42°26'28"E 87.42 FEET;

THENCE N31°43'13"E 43.77 FEET; THENCE N37°29'29"E 64.44 FEET;

THENCE N44°49'11"E 112.30 FEET ON THE NORTH LINE OF SAID LOT 1 TO THE NE CORNER THEREOF;

THENCE S00°09'29"W 552.97 FEET ON THE EAST LINE OF SAID LOT 1;

THENCE N89°43'01"W 35.19 FEET ON THE EAST LINE OF SAID LOT 1;

THENCE S00°09'42"W 291.27 FEET ON THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

CONTAINING 687,151 SQUARE FEET OR 15.775 ACRES

MARCH 17, 2023
DATE:

NEBRASKA REGISTERED LS-308 LAND SURVEYOR JAMES D. WARNER

JAMES D WARNER
NEBRASKA RLS #308

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, ONE MAYFAIR PLACE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND LAZLO'S LA VISTA PROPERTY HOLDINGS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO A LOT TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS MAYFAIR 2ND ADDITION REPLAT EIGHT, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, 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 FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') 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; AND A SIXTEEN (16') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LOT LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOT IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION. SAID SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8') FOOT WIDE STRIP OF LAND WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED IF SAID SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IF REQUESTED BY THE OWNER.

PERPETUAL EASEMENTS ARE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF THE LOT.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS THEREIN GRANTED.

ONE MAYFAIR PLACE, LLC,
A NEBRASKA LIMITED LIABILITY COMPANY

BY: _____
CHARLES CLATTERBUCK, PRESIDENT

LAZLO'S LA VISTA PROPERTY HOLDINGS, LLC,
A NEBRASKA LIMITED LIABILITY COMPANY

BY: _____
NAME
TITLE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 2023 BY CHARLES CLATTERBUCK, PRESIDENT OF ONE MAYFAIR PLACE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

_____
NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 2023 BY _____ OF LAZLO'S LA VISTA PROPERTY HOLDINGS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

_____
NOTARY PUBLIC

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 WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS_____ DAY OF _____, 2023.

SEAL

_____
SARPY COUNTY TREASURER

TREASURER'S SEAL

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF MAYFAIR 2nd ADDITION REPLAT EIGHT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS _____ DAY OF _____, 2023.

ATTEST _____
PAM BURTHE, CITY CLERK

_____
DOUGLAS KINDIG, MAYOR

CITY SEAL

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF MAYFAIR 2nd ADDITION REPLAT EIGHT WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2023.

_____
CHAIRMAN

TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

MAYFAIR 2nd ADDITION REPLAT EIGHT
LOT 1

N
0 30 60

Revision Dates

No.	Description	MM-DD-YY
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Job No.: A2253-109-1A
Drawn By: RJR
Reviewed By:. JDW
Date: MARCH 17, 2023
Book:
Page:

Sheet Title

CITY OF LA VISTA
FINAL PLAT

Sheet Number

SHEET 1 OF 1

4/20/2023 4:37 PM BOB RIHLING N:\2200\2253 Hubbell Realty\2253-109 Mayfair La Vista Residential\Drawings\A2253-109-1A.dwg

Exhibit "B"

CITY OF LAVISTA
CONDITIONAL USE PERMIT

Conditional Use Permit for Multiple Family Dwellings
(Sagebrook Apartments)
Lot 1, Mayfair 2nd Addition Replat Eight

This Conditional Use Permit is issued this _____ day of _____ 2023 by the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City") to Hubbell Development Services ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a multiple family dwelling complex to be known as the Sagebrook Apartments upon the following described tract of land within the City of La Vista's zoning jurisdiction:

Lot 1 Mayfair 2nd Addition Replat Eight, a subdivision in Sarpy County, Nebraska (the "Property") as depicted in Exhibit "A" the final plat; and

WHEREAS, Owner has applied for a Conditional Use Permit for the purpose of constructing and operating a multiple family dwelling complex on the Property as described above; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit to the Owner for such purposes, subject to certain conditions and agreements as hereinafter provided (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Owner to use the Property for the purposes described above, said use hereinafter being referred to interchangeably as a "Permitted Uses" or "Uses".

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Conditions of the Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any material breach hereof shall cause Permit to expire and terminate, subject to the rights of the Owner to cure such default or deficiency as set forth in this Permit.

2. In respect to the proposed Uses:

   a. The site plan (the "Site Plan") showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit " B ".
   b. Operations on the property will be limited to and carried out in accordance with the Operational Statement attached as Exhibit " C " and incorporated into this permit by reference.
   c. Architectural review of the building design, landscaping, and lighting will be completed after approval of this Conditional Use Permit. Upon completion of the design review process, updated elevations and related plans will be included as Exhibits " D " through " F " prior to the recording of the Permit.
   d. The Property shall be developed and maintained in accordance with the Site Plan and all other Exhibits of this Agreement, as well as the final plat of Lot 1 Mayfair 2nd Addition Replat Eight ("Final Plat"), Planned Unit Development Plan ("PUD") and Subdivision Agreement applicable to the Property,

("Subdivision Agreement"), as approved by the City and incorporated herein by this reference. Any modifications to the Site Plan must be submitted to the Community Development Director for approval. Modification of any other document or Exhibit shall be subject to the approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.

e. All signage, including without limitation design, location, placement and dimensions, shall be subject to approval of the Community Development Department, per the La Vista Zoning Ordinance.

f. As-built topographic surveys of the stormwater detention areas constructed in accordance with the Subdivision Agreement shall be provided to the City before certificates of occupancy are issued for any completed building on the Property, with a requirement that any variances from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.

g. No vehicle repair (other than emergency maintenance such as changing a tire), inoperable or abandoned vehicles, or storage of vehicles shall be allowed in the parking areas on the Property shown on Exhibit " B ". The Owner shall have seventy-two (72) hours after notice from the City or other appropriate political subdivision to correct any violation or cause the removal of any such vehicle that is in violation.

h. Owner shall obtain all required permits for the Uses from the City of La Vista.

i. Owner shall comply (and shall ensure that all structures, appurtenances and improvements on the Property at any time comply) with any applicable federal, state and/or local laws, rules or regulations, as amended or in effect from time to time, including, but not limited to, applicable building codes, fire codes, ADA requirements, and environmental or safety laws, rules or regulations.

j. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner or its agents, employees, assigns, suppliers or invitees relating to the Owner's Uses of the Property, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation but excluding any liability, loss, claim or expense proximately caused by the sole negligence of the City.

k. A drainage study for the Property has been completed, as referenced in the Subdivision Agreement, with respect to the proposed Uses on Lot 1 Mayfair 2nd Addition Replat Eight. Owner agrees to comply with requirements related to drainage that are specified in said Subdivision Agreement.

m. Owner shall ensure that the leasing and business office on the property will be staffed during normal business hours.

o. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height and screened accordingly.

p. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the approved landscaping plan (Exhibit "D") and the requirements of the Gateway Corridor District.

3. The Owner's right to maintain the Uses of the Property, as contemplated by this Permit, shall be based on the following conditions:

   a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked (with respect to a particular Use) only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Owner and opportunity to cure in the time and manner described below.

   b. Construction will be in accordance with the City Building Code. Time limitation for building permits shall be in accordance with the City Building Code. Extensions shall be requested in writing and justifiable cause demonstrated.

   c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety

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hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property as related to said structures, facilities or materials.

4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:

   a. Owner's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Owner fails to commence construction of the buildings within the time provided by Section 4(b) above.
   b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Uses, and such cancellation, revocation denial or failure to maintain any federal, state or local permit required for the use is not cured in the time and manner described below, so long as curative rights are provided under laws, rules and regulations governing said permit.
   c. Owner's construction or placement of a storage tank, structure or other improvement on the Property, (except during construction of any phase of the project) not specified in this Permit and Owner's failure to cure such breach in the time and manner described below after City's giving notice thereof.
   d. Owner's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. If construction of the improvements on the Property has not been commenced within twelve (12) months from the date of this Permit, this Permit shall be null and void and all rights hereunder shall lapse; provided, however, Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

6. If the Owner upon the expiration or termination of this Permit fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Owner or any third party to exercise said option) cause the same to be removed at Owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards or nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

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

8. The conditions and terms of this Permit shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of, the Owner, its successors and assigns.

9. Delay of City to terminate this Permit on account of breach of Owner of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

10. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to written notice and opportunity to cure a breach of' this Permit as follows. City will notify the Owner in writing of any breach of this Permit and Owner shall be permitted to cure any breach. Such written notice shall specify the particular conditions giving rise to the breach, and, to the extent known, what

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actions are required to cure such breach. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section 10 and diligently pursued and completed as soon as is reasonably possible, and allowing additional time does not substantially increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

11. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.

12. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

To Owner: Hubbell Development Services
9719 Giles Road
La Vista, NE 68128

13. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

14. Exhibits. The following exhibits are incorporated herein by reference:

Exhibit "A":	Final Plat
Exhibit "B":	Site Plan
Exhibit “C”:	Operating Statement
Exhibit "D":	Landscaping Plan
Exhibit "E":	Site Lighting Plan
Exhibit "F":	Elevation Renderings

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Effective Date:

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

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

_____
Pamela A Buethe, CMC
City Clerk

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____day of _____, 2023, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Permit, and they acknowledged the execution thereof to be their voluntary act and deed.

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

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

Owner:

Hubbell Development Services

By: _____, it's owner

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)
COUNTY OF _____)

On this day of _____, 2023, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____ personally known by me to be an owner of Hubbell Development Services, a limited liability company, and the identical person whose name is affixed to the foregoing Permit, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

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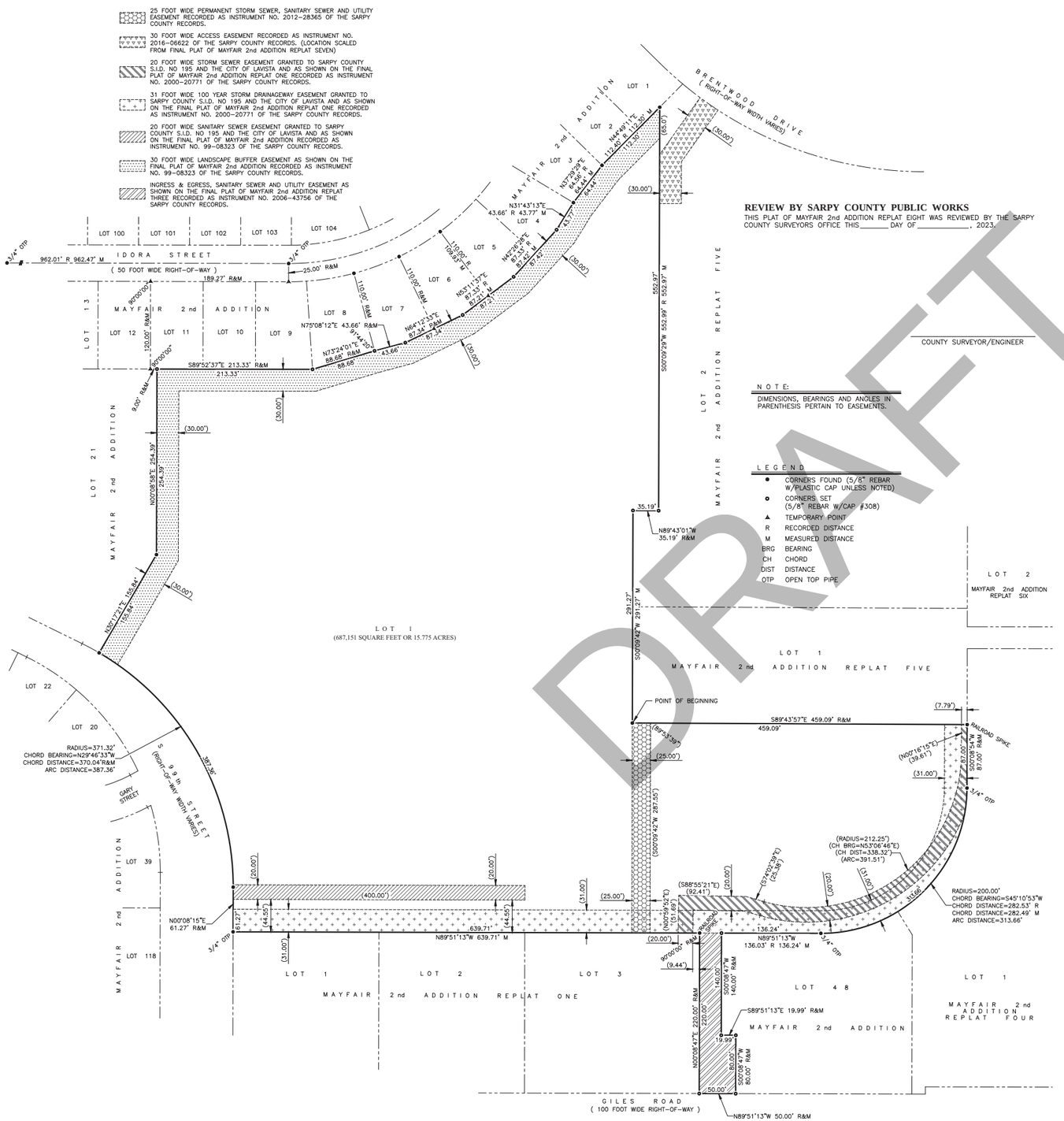
_____
Notary Public

MAYFAIR 2nd ADDITION REPLAT EIGHT

LOT 1

BEING A REPLATTING OF LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, TOGETHER WITH LOTS 1, 2 AND 3, MAYFAIR 2nd ADDITION REPLAT SEVEN, BOTH SUBDIVISIONS IN SARPY COUNTY, NEBRASKA LOCATED IN THE SE 1/4 OF SECTION 16, T14N, R12E OF THE 6th P.M. SAID SARPY COUNTY.

Exhibit A


25 FOOT WIDE PERMANENT STORM SEWER, SANITARY SEWER AND UTILITY EASEMENT RECORDED AS INSTRUMENT NO. 2012-28365 OF THE SARPY COUNTY RECORDS.
30 FOOT WIDE ACCESS EASEMENT RECORDED AS INSTRUMENT NO. 2016-06622 OF THE SARPY COUNTY RECORDS. (LOCATION SCALED FROM FINAL PLAT OF MAYFAIR 2nd ADDITION REPLAT SEVEN)
20 FOOT WIDE STORM SEWER EASEMENT GRANTED TO SARPY COUNTY S.I.D. NO 195 AND THE CITY OF LAVISTA AND AS SHOWN ON THE FINAL PLAT OF MAYFAIR 2nd ADDITION REPLAT ONE RECORDED AS INSTRUMENT NO. 2000-20771 OF THE SARPY COUNTY RECORDS.
31 FOOT WIDE 100 YEAR STORM DRAINAGEWAY EASEMENT GRANTED TO SARPY COUNTY S.I.D. NO 195 AND THE CITY OF LAVISTA AND AS SHOWN ON THE FINAL PLAT OF MAYFAIR 2nd ADDITION REPLAT ONE RECORDED AS INSTRUMENT NO. 2000-20771 OF THE SARPY COUNTY RECORDS.
20 FOOT WIDE SANITARY SEWER EASEMENT GRANTED TO SARPY COUNTY S.I.D. NO 195 AND THE CITY OF LAVISTA AND AS SHOWN ON THE FINAL PLAT OF MAYFAIR 2nd ADDITION RECORDED AS INSTRUMENT NO. 99-08323 OF THE SARPY COUNTY RECORDS.
30 FOOT WIDE LANDSCAPE BUFFER EASEMENT AS SHOWN ON THE FINAL PLAT OF MAYFAIR 2nd ADDITION RECORDED AS INSTRUMENT NO. 99-08323 OF THE SARPY COUNTY RECORDS.
INGRESS & EGRESS, SANITARY SEWER AND UTILITY EASEMENT AS SHOWN ON THE FINAL PLAT OF MAYFAIR 2nd ADDITION REPLAT THREE RECORDED AS INSTRUMENT NO. 2006-43756 OF THE SARPY COUNTY RECORDS.
IDORA STREET
(50 FOOT WIDE RIGHT-OF-WAY)
BRENTWOOD DRIVE
(RIGHT-OF-WAY WIDTH VARIES)
MAYFAIR 2nd ADDITION
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 100
LOT 101
LOT 102
LOT 103
LOT 104
LOT 118
LOT 21
LOT 22
LOT 20
LOT 39
LOT 2 MAYFAIR 2nd ADDITION REPLAT FIVE
LOT 1 MAYFAIR 2nd ADDITION REPLAT FIVE
LOT 2 MAYFAIR 2nd ADDITION REPLAT SIX
LOT 1 MAYFAIR 2nd ADDITION REPLAT ONE
LOT 2 MAYFAIR 2nd ADDITION REPLAT ONE
LOT 3 MAYFAIR 2nd ADDITION REPLAT ONE
LOT 48 MAYFAIR 2nd ADDITION
LOT 1 MAYFAIR 2nd ADDITION REPLAT FOUR
LOT 1 (687,151 SQUARE FEET OR 15.775 ACRES)
POINT OF BEGINNING
GARY STREET
S 99th STREET
(RIGHT-OF-WAY WIDTH VARIES)
GILES ROAD
(100 FOOT WIDE RIGHT-OF-WAY)
RAILROAD SPIKE
3/4" OTP
962.01' R 962.47' M
189.27' R&M
N75°08'12"E 43.66' R&M
S89°52'37"E 213.33' R&M
N00°08'58"E 254.39'
N30°17'21"E 155.84'
RADIUS=371.32'
CHORD BEARING=N29°46'33"W
CHORD DISTANCE=370.04'R&M
ARC DISTANCE=387.36'
387.36'
N31°43'13"E 43.66' R 43.77' M
N44°49'11"E 112.30' R 112.30' M
N89°43'01"W 35.19' R&M
S00°09'29"W 552.99' R 552.97' M
S89°43'57"E 459.09' R&M
N89°51'13"W 639.71' M
N89°51'13"W 136.03' R 136.24' M
N89°51'13"W 50.00' R&M
S89°51'13"E 19.99' R&M
N00°08'15"E 61.27' R&M
S00°08'58"W 87.00' R&M
S00°08'47"W 140.00' R&M
S00°08'47"W 220.00' R&M
S00°08'47"W 80.00' R&M
291.27' M
S00°09'42"W 287.55'
(RADIUS=212.25')
(CH BRG=N53°06'46"E)
(CH DIST=338.32')
(ARC=391.51')
RADIUS=200.00'
CHORD BEARING=S45°10'53"W
CHORD DISTANCE=282.53' R
CHORD DISTANCE=282.49' M
ARC DISTANCE=313.66'
(400.00')
136.24'
(92.41')
(25.23')
(39.61')
(92.47')
(68°33'59")
(N00°16'15"E)
(S00°16'52"E)
(S88°55'21"E)
(N53°06'46"E)
(S57°02'39"E)
(N00°09'42"W)
(S00°09'42"E)
(N89°43'57"W)
(N89°51'13"E)
(N00°08'47"E)
(S00°08'47"E)
(N89°51'13"E)
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(S89°43'57"E)
(N89°43'01"E)
(S00°09'42"E)
(N89°43'01"W)
(N44°49'11"W)
(N31°43'13"W)
(N75°08'12"W)
(N73°24'01"E)
(N64°12'13"E)
(N53°11'37"E)
(N42°26'28"E)
(N89°51'13"W)
(S89°52'37"E)
(N00°08'58"E)
(N30°17'21"E)
(S89°51'13"E)
(N00°08'47"E)
(S00°08'47"E)
(N89°51'13"W)
(S89°51'13"E)
(N00°08'47"W)
(S00°08'47"W)
(N89°51'13"W)
(7.79')
(65.0')
(30.00')
(31.00')
(25.00')
(20.00')
(44.55')
(9.44')
(9.00')
(50.00')
(80.00')
(140.00')
(220.00')
(19.99')
(136.24')
(639.71')
(61.27')
(87.34')
(87.21')
(87.42')
(88.68')
(43.66')
(213.33')
(254.39')
(155.84')
(387.36')
(291.27')
(287.55')
(552.99')
(459.09')
(87.00')
(140.00')
(220.00')
(80.00')
(50.00')
(35.19')
(112.30')
(43.66')
(43.77')
(64.44')
(110.00' R&M)
(120.00' R&M)
(90°00'00")
(68°33'59")
(57°02'39")
(32°56'46")
(45°10'53")
(90°00'00")
(90°00'00")
(90°00'00

SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (SF/AC)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SF)	FLOOR AREA RATIO	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SF)	TOTAL OPEN SPACE (%)
LOT 1	R-3 (PUD) GATEWAY CORRIDOR DISTRICT SUB-AREA SECONDARY	687,151 SF 15.77 AC	180,843	26	333,048	0.49	246,146	440,627	64	246,146	36

PARKING STATISTICS

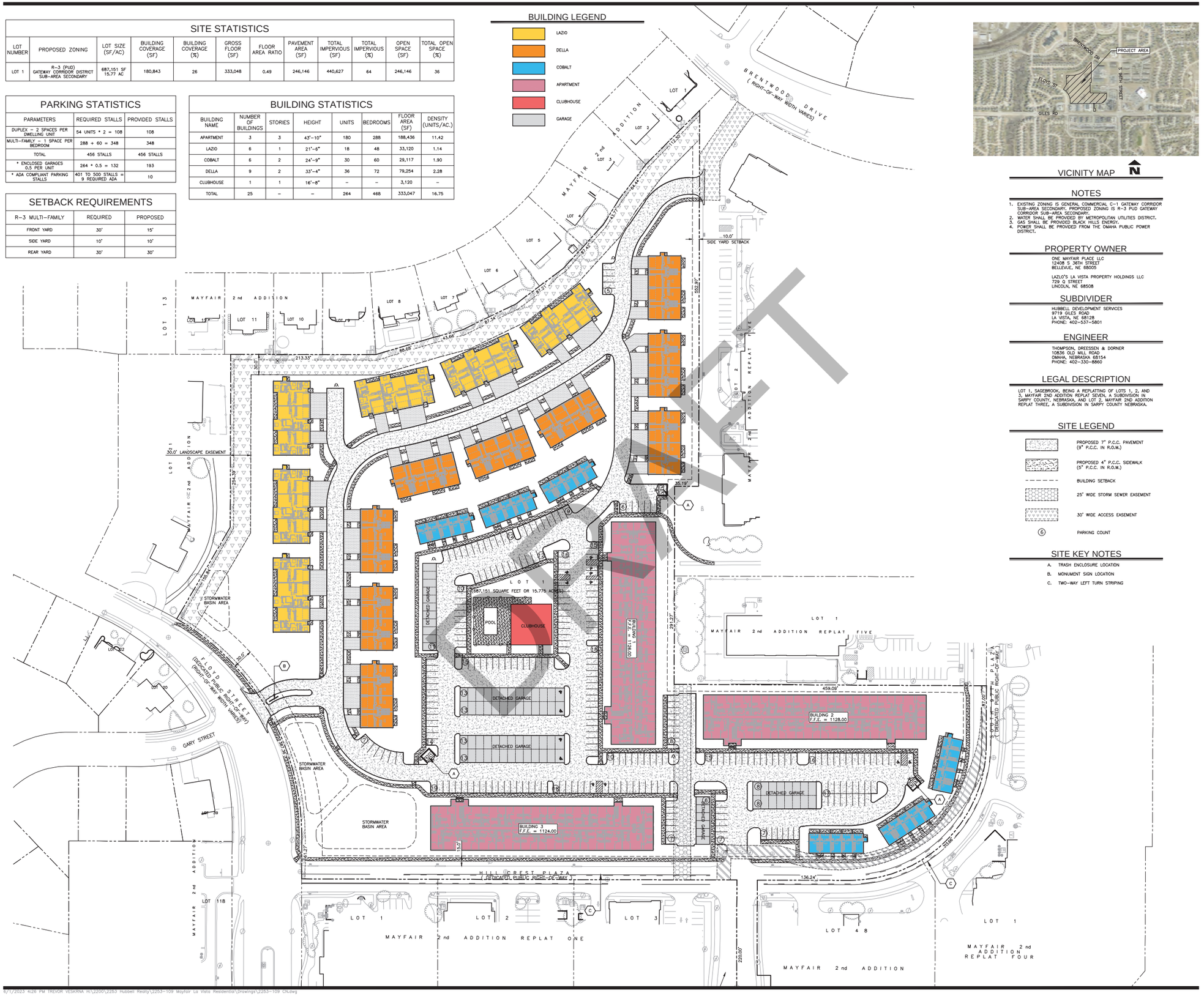
PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
DUPLEX - 2 SPACES PER DWELLING UNIT	54 UNITS * 2 = 108	108
MULTI-FAMILY - 1 SPACE PER BEDROOM	288 + 60 = 348	348
TOTAL	456 STALLS	456 STALLS
* ENCLOSED GARAGES 0.5 PER UNIT	264 * 0.5 = 132	193
* ADA COMPLIANT PARKING STALLS	401 TO 500 STALLS = 9 REQUIRED ADA	10

SETBACK REQUIREMENTS

R-3 MULTI-FAMILY	REQUIRED	PROPOSED
FRONT YARD	30'	15'
SIDE YARD	10'	10'
REAR YARD	30'	30'

BUILDING STATISTICS

BUILDING NAME	NUMBER OF BUILDINGS	STORIES	HEIGHT	UNITS	BEDROOMS	FLOOR AREA (SF)	DENSITY (UNITS/AC.)
APARTMENT	3	3	43'-10"	180	288	188,436	11.42
LAZIO	6	1	21'-6"	18	48	33,120	1.14
COBALT	6	2	24'-9"	30	60	29,117	1.90
DELLA	9	2	33'-4"	36	72	79,254	2.28
CLUBHOUSE	1	1	16'-8"	–	–	3,120	–
TOTAL	25	–	–	264	468	333,047	16.75



VICINITY MAP

NOTES

1. EXISTING ZONING IS GENERAL COMMERCIAL C-1 GATEWAY CORRIDOR SUB-AREA SECONDARY. PROPOSED ZONING IS R-3 PUD GATEWAY CORRIDOR SUB-AREA SECONDARY.
2. WATER SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
3. GAS SHALL BE PROVIDED BLACK HILLS ENERGY.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.

PROPERTY OWNER

ONE MAYFAIR PLACE LLC
12408 S 36TH STREET
BELLEVUE, NE 68005

LAZLO'S LA VISTA PROPERTY HOLDINGS LLC
729 Q STREET
LINCOLN, NE 68508

SUBDIVIDER

HUBBELL DEVELOPMENT SERVICES
9719 GILES ROAD
LA VISTA, NE 68128
PHONE: 402-537-5801

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

LOT 1, SAGEBROOK, BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

SITE LEGEND

- PROPOSED 7" P.C.C. PAVEMENT (9" P.C.C. IN R.O.W.)
- PROPOSED 4" P.C.C. SIDEWALK (5" P.C.C. IN R.O.W.)
- BUILDING SETBACK
- 25' WIDE STORM SEWER EASEMENT
- 30' WIDE ACCESS EASEMENT
- (6) PARKING COUNT

SITE KEY NOTES

A. TRASH ENCLOSURE LOCATION
B. MONUMENT SIGN LOCATION
C. TWO-WAY LEFT TURN STRIPING

DRAFT

TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Project Name

Mayfair 2nd Addition

Replat Eight

Subdivision Agreement Exhibits

Client Name

Hubbell Development Services

Exhibit B

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1		
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Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 04-20-23

Sheet Title

CUP Site Plan

Sheet Number

C1.0

Exhibit C

HUBBELL REALTY COMPANY
6900 Westown Parkway
West Des Moines, IA 50266
www.hubbellrealty.com
515-243-3228
FAX 515-280-2000

Sagebrook Development
Lot 1, Mayfair 2nd Addition Replat Eight

Operating Statement

DRAFT

Sagebrook will be comprised of 24 total residential buildings with 264 units, 85 detached garages, 108 attached garages, and 263 surface parking stalls. The Tract of land is comprised of 15.77 acres, resulting in a site area per unit value of 2,602 square feet. The 24 residential buildings will be comprised of multi-family apartments, multi-plex buildings, and townhome style buildings. The units will be comprised of a mix of 1 bedroom, 2 bedroom, and 3 bedroom apartment homes and townhomes.

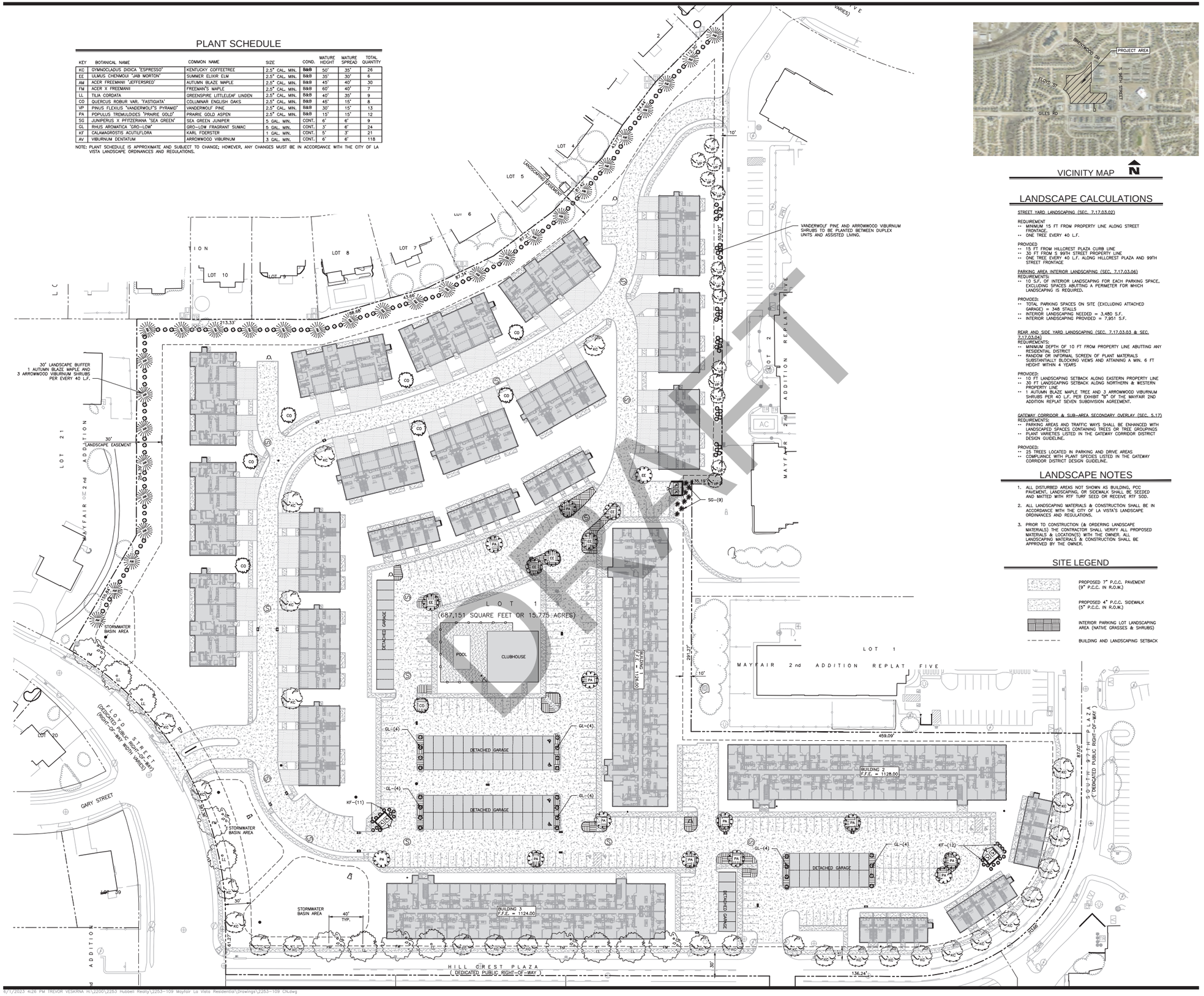
Building Type	No. of Buildings	Unit Count	Parking Provided
Lazio	6	18	18 two car garages
Della	9	36	36 two car garages
Cobalt	6	30	60 surface stalls
Apartment	3	180	203 surface + 85 detached garage stalls
Total	24	264	456 stalls

The Clubhouse building will include a living room area, leasing offices, fitness space, and outdoor pool. The leasing office hours are expected to be from 8:00 a.m. to 6:00 p.m. with 24 hour access to the fitness and mail room.

PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	MATURE HEIGHT	MATURE SPREAD	TOTAL QUANTITY
KC	GYMNOCLADUS DIOICA 'ESPRESSO'	KENTUCKY COFFEETREE	2.5" CAL. MIN.	B&B	50'	35'	26
EE	ULMUS CHENMOUI 'JAB MORTON'	SUMMER ELIXIR ELM	2.5" CAL. MIN.	B&B	35'	30'	6
AM	ACER FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE	2.5" CAL. MIN.	B&B	45'	40'	30
FM	ACER X FREEMANII	FREEMAN'S MAPLE	2.5" CAL. MIN.	B&B	60'	40'	7
LL	TILIA CORDATA	GREENSPIRE LITTLELEAF LINDEN	2.5" CAL. MIN.	B&B	40'	35'	9
CO	QUERCUS ROBUR VAR. 'FASTIGIATA'	COLUMNAR ENGLISH OAKS	2.5" CAL. MIN.	B&B	45'	15'	8
VP	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	VANDERWOLF PINE	2.5" CAL. MIN.	B&B	30'	15'	13
PA	POPULUS TREMULOIDES 'PRAIRIE GOLD'	PRAIRIE GOLD ASPEN	2.5" CAL. MIN.	B&B	15'	15'	12
SG	JUNIPERUS X PFITZERIANA 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL. MIN.	CONT.	6'	6'	9
GL	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL. MIN.	CONT.	3'	6'	24
KF	CALAMAGROSTIS ACUTIFLORA	KARL FOERSTER	1 GAL. MIN.	CONT.	5'	3'	21
AV	VIBURNUM DENTATUM	ARROWWOOD VIBURNUM	3 GAL. MIN.	CONT.	6'	6'	118

NOTE: PLANT SCHEDULE IS APPROXIMATE AND SUBJECT TO CHANGE; HOWEVER, ANY CHANGES MUST BE IN ACCORDANCE WITH THE CITY OF LA VISTA LANDSCAPE ORDINANCES AND REGULATIONS.



VICINITY MAP

LANDSCAPE CALCULATIONS

STREET YARD LANDSCAPING (SEC. 7.17.03.02)

REQUIREMENT
- MINIMUM 15 FT FROM PROPERTY LINE ALONG STREET FRONTAGE.
- ONE TREE EVERY 40 L.F.

PROVIDED
- 15 FT FROM HILLCREST PLAZA CURB LINE
- 30 FT FROM S 99TH STREET PROPERTY LINE
- ONE TREE EVERY 40 L.F. ALONG HILLCREST PLAZA AND 99TH STREET FRONTAGE

PARKING AREA INTERIOR LANDSCAPING (SEC. 7.17.03.06)
REQUIREMENTS:
- 10 S.F. OF INTERIOR LANDSCAPING FOR EACH PARKING SPACE, EXCLUDING SPACES ABUTTING A PERIMETER FOR WHICH LANDSCAPING IS REQUIRED.

PROVIDED:
- TOTAL PARKING SPACES ON SITE (EXCLUDING ATTACHED GARAGE) = 348 STALLS
- INTERIOR LANDSCAPING NEEDED = 3,480 S.F.
- INTERIOR LANDSCAPING PROVIDED = 7,951 S.F.

REAR AND SIDE YARD LANDSCAPING (SEC. 7.17.03.03 & SEC. 7.17.03.04)
REQUIREMENTS:
- MINIMUM DEPTH OF 10 FT FROM PROPERTY LINE ABUTTING ANY RESIDENTIAL DISTRICT
- RANDOM OR INFORMAL SCREEN OF PLANT MATERIALS SUBSTANTIALLY BLOCKING VIEWS AND ATTAINING A MIN. 6 FT HEIGHT WITHIN 4 YEARS

PROVIDED:
- 10 FT LANDSCAPING SETBACK ALONG EASTERN PROPERTY LINE
- 30 FT LANDSCAPING SETBACK ALONG NORTHERN & WESTERN PROPERTY LINE
- 1 AUTUMN BLAZE MAPLE TREE AND 3 ARROWWOOD VIBURNUM SHRUBS PER 40 L.F. PER EXHIBIT "B" OF THE MAYFAIR 2ND ADDITION REPLAT SEVEN SUBDIVISION AGREEMENT.

GATEWAY CORRIDOR & SUB-AREA SECONDARY OVERLAY (SEC. 5.17)
REQUIREMENTS:
- PARKING AREAS AND TRAFFIC WAYS SHALL BE ENHANCED WITH LANDSCAPED SPACES CONTAINING TREES OR TREE GROUPINGS
- PLANT VARIETIES LISTED IN THE GATEWAY CORRIDOR DISTRICT DESIGN GUIDELINE.

PROVIDED:
- 25 TREES LOCATED IN PARKING AND DRIVE AREAS
- COMPLIANCE WITH PLANT SPECIES LISTED IN THE GATEWAY CORRIDOR DISTRICT DESIGN GUIDELINE.

LANDSCAPE NOTES

1. ALL DISTURBED AREAS NOT SHOWN AS BUILDING, PCC PAVEMENT, LANDSCAPING, OR SIDEWALK SHALL BE SEEDED AND MATTED WITH RTF TURF SEED OR RECEIVE RTF SOD.
2. ALL LANDSCAPING MATERIALS & CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LA VISTA'S LANDSCAPE ORDINANCES AND REGULATIONS.
3. PRIOR TO CONSTRUCTION (& ORDERING LANDSCAPE MATERIALS) THE CONTRACTOR SHALL VERIFY ALL PROPOSED MATERIALS & LOCATION(S) WITH THE OWNER. ALL LANDSCAPING MATERIALS & CONSTRUCTION SHALL BE APPROVED BY THE OWNER.

SITE LEGEND

- PROPOSED 7" P.C.C. PAVEMENT (9" P.C.C. IN R.O.W.)
- PROPOSED 4" P.C.C. SIDEWALK (5" P.C.C. IN R.O.W.)
- INTERIOR PARKING LOT LANDSCAPING AREA (NATIVE GRASSES & SHRUBS)
- BUILDING AND LANDSCAPING SETBACK

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Omaha, NE 68154
p.402.330.8860 www.td2co.com

Project Name

Mayfair 2nd Addition

Replat Eight

Subdivision Agreement Exhibits

Client Name

Hubbell Development Services

Exhibit D

Professional Seal

Revision Dates

No.	Description	MM-DD-YY

Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 04-20-23

Sheet Title

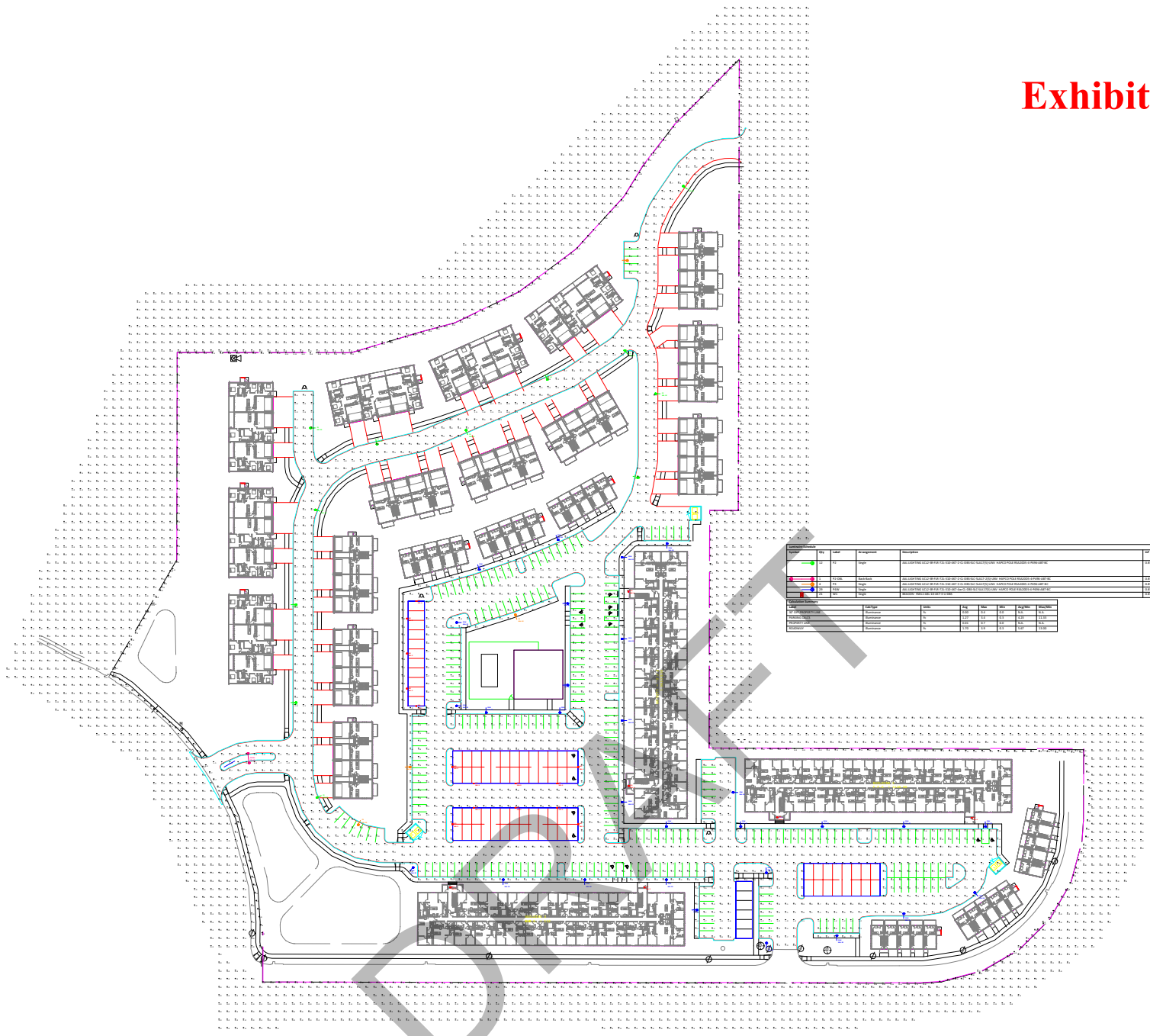
CUP Landscape Plan

Sheet Number

C2.0

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Exhibit E



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	37	P2	Single	ABL LIGHTING UCLI 18' PUR 7/2/-530 40K7 2-G-SMD-SLC SLA1(T2)/UNV AUPCO PO14 RSA2000-G PARK-GRT-BC	0.855	7602	69.9	658.8
	1	P2 CAL	Back-Back	ABL LIGHTING UCLI 18' PUR 7/2/-530 40K7 2-G-SMD-SLC SLA1(T 2)/U UNV AUPCO PO14 RSA2000-G PARK-GRT-BC	0.855	7602	69.9	139.8
	3	P3	Single	ABL LIGHTING UCLI 18' PUR 7/2/-530 40K7 2-G-SMD-SLC SLA1(T2)/UNV AUPCO PO14 RSA2000-G PARK-GRT-BC	0.855	7366	69.9	279.6
	23	P2W	Single	ABL LIGHTING UCLI 18' PUR 7/2/-530 40K 6w-G-SMD-SLC SLA1(T2)/UNV AUPCO PO14 RSA2000-G PARK-GRT-BC	0.855	7366	69.9	2027.1
	10	W1	Single	WILDON 7 SWC3 SMD 30 W DT-G PARK	0.855	5333	30.1	301.4

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SW OPEN PROPERTY LINE	Illuminance	fc	0.03	0.4	0.0	N/A	N/A
TENNIS / PICK	Illuminance	fc	1.27	1.4	0.5	2.55	2.79
PROPERTY LINE	Illuminance	fc	0.03	0.7	0.0	N/A	N/A
ROADWAY	Illuminance	fc	1.39	3.9	0.5	2.87	7.80

DRAFT

Exhibit F



SIMONSON
PLANNING ■ ARCHITECTURE ■ INTERIORS

hubbell



SIMONSON
PLANNING ■ ARCHITECTURE ■ INTERIORS

Hubbell



SIMONSON
PLANNING ■ ARCHITECTURE ■ INTERIORS

ubbell



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PLANNING ■ ARCHITECTURE ■ INTERIORS

hubbell



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ubbell



SIMONSON
PLANNING ■ ARCHITECTURE ■ INTERIORS

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DRAFT

Exhibit "C"

Public Improvements Preliminary Estimate 6/28/2023
Mayfair 2nd Addition Replat Eight
TD2 Job # 2253-109

Preliminary Estimate

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1	LS	$21,000.00	$21,000.00
2	Sawcut and Remove Existing P.C.C. Pavement	280	SY	$25.00	$7,000.00
3	9" P.C.C. Pavement for Median Construction	280	SY	$80.00	$22,400.00
4	4" Wide, Pavement Marking Paint, In Place	1690	LF	$4.00	$6,760.00
5	Pavement Marking Arrow, In Place	5	EA	$300.00	$1,500.00
6	Traffic Signage, In Place	7	EA	$250.00	$1,750.00
7	Traffic Signal, In Place (25% of Total Signal Cost)	1	LS	$120,000.00	$120,000.00
	Total				$181,000.00
	ENGINEERING, TESTING, & STAKING (≈30%)				$54,000.00
	TOTAL ESTIMATED PROJECT COST				$235,000.00

SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (SF/AC)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SF)	FLOOR AREA RATIO	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SF)	TOTAL OPEN SPACE (%)
LOT 1	R-3 (PUD) GATEWAY CORRIDOR DISTRICT SUB-AREA SECONDARY	687,151 SF 15.77 AC	180,843	26	333,048	0.49	246,146	440,627	64	246,146	36

PARKING STATISTICS

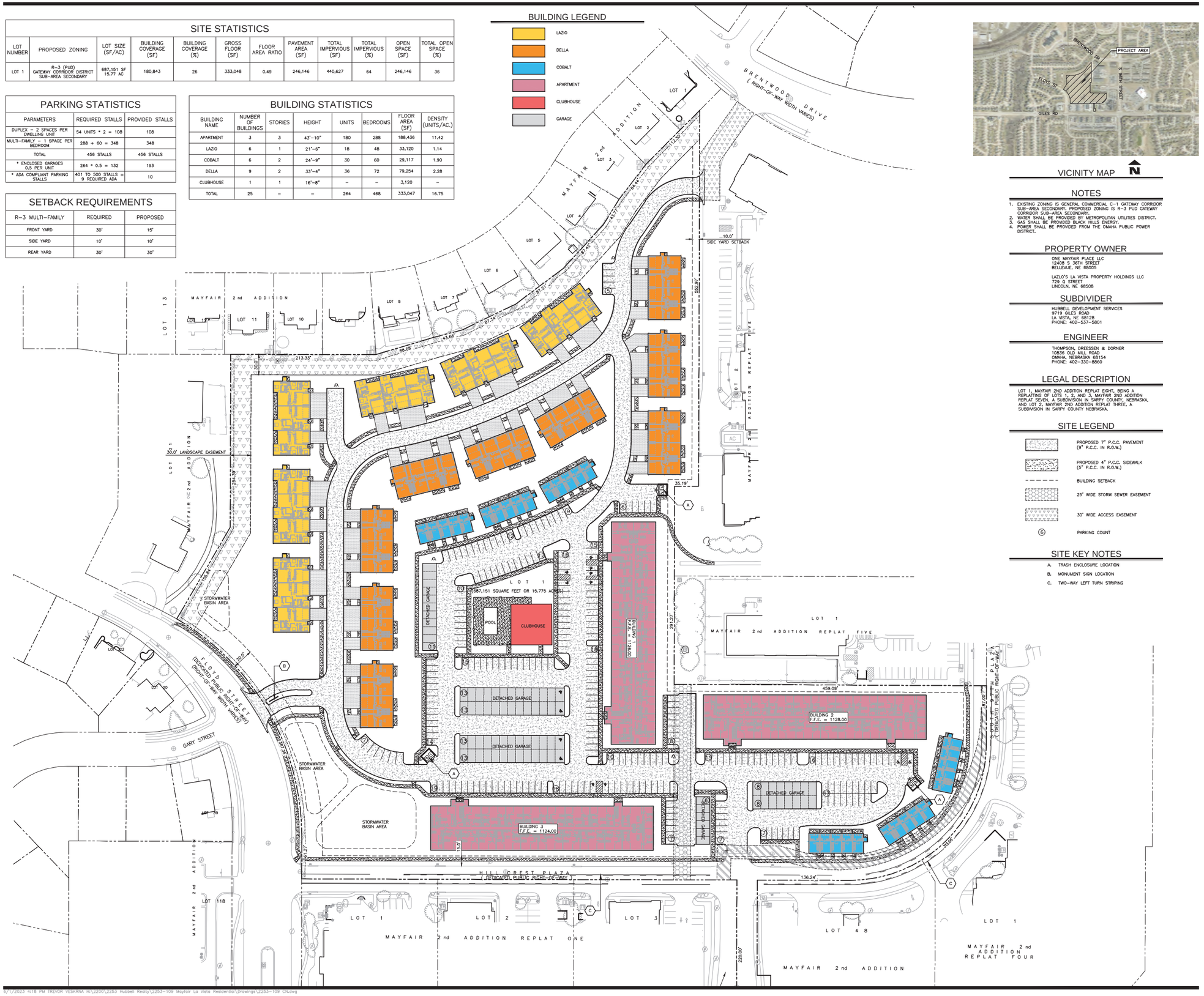
PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
DUPLEX - 2 SPACES PER DWELLING UNIT	54 UNITS * 2 = 108	108
MULTI-FAMILY - 1 SPACE PER BEDROOM	288 + 60 = 348	348
TOTAL	456 STALLS	456 STALLS
* ENCLOSED GARAGES 0.5 PER UNIT	264 * 0.5 = 132	193
* ADA COMPLIANT PARKING STALLS	401 TO 500 STALLS = 9 REQUIRED ADA	10

SETBACK REQUIREMENTS

R-3 MULTI-FAMILY	REQUIRED	PROPOSED
FRONT YARD	30'	15'
SIDE YARD	10'	10'
REAR YARD	30'	30'

BUILDING STATISTICS

BUILDING NAME	NUMBER OF BUILDINGS	STORIES	HEIGHT	UNITS	BEDROOMS	FLOOR AREA (SF)	DENSITY (UNITS/AC.)
APARTMENT	3	3	43'-10"	180	288	188,436	11.42
LAZIO	6	1	21'-6"	18	48	33,120	1.14
COBALT	6	2	24'-9"	30	60	29,117	1.90
DELLA	9	2	33'-4"	36	72	79,254	2.28
CLUBHOUSE	1	1	16'-8"	–	–	3,120	–
TOTAL	25	–	–	264	468	333,047	16.75

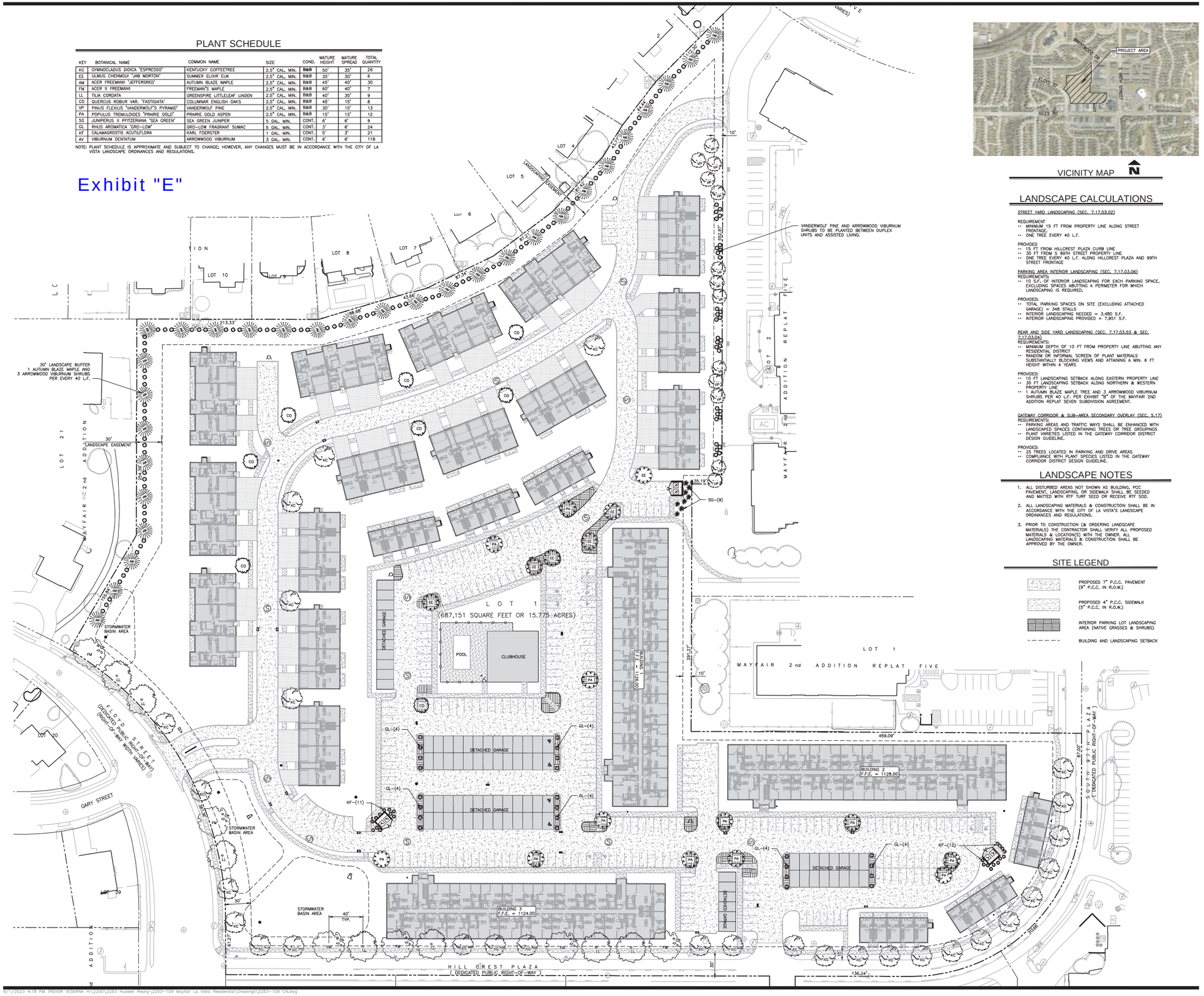


PLANT SCHEDULE

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FM	ACER X FREEMANII	FREEMAN'S MAPLE	2.5" CAL. MIN.	B&B	60'	40'	7
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AV	VIBURNUM DENTATUM	ARROWWOOD VIBURNUM	3 GAL. MIN.	CONT.	6'	6'	118

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Exhibit "E"



VICINITY MAP

LANDSCAPE CALCULATIONS

STREET YARD LANDSCAPING (SEC. 7.17.03.02)

REQUIREMENT
- MINIMUM 15 FT FROM PROPERTY LINE ALONG STREET FRONTAGE.
- ONE TREE EVERY 40 L.F.

PROVIDED
- 15 FT FROM HILLCREST PLAZA CURB LINE
- 30 FT FROM S 99TH STREET PROPERTY LINE
- ONE TREE EVERY 40 L.F. ALONG HILLCREST PLAZA AND 99TH STREET FRONTAGE

PARKING AREA INTERIOR LANDSCAPING (SEC. 7.17.03.06)
REQUIREMENTS:
- 10 S.F. OF INTERIOR LANDSCAPING FOR EACH PARKING SPACE, EXCLUDING SPACES ABUTTING A PERIMETER FOR WHICH LANDSCAPING IS REQUIRED.

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- TOTAL PARKING SPACES ON SITE (EXCLUDING ATTACHED GARAGE) = 348 STALLS
- INTERIOR LANDSCAPING NEEDED = 3,480 S.F.
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REQUIREMENTS:
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- PLANT VARIETIES LISTED IN THE GATEWAY CORRIDOR DISTRICT DESIGN GUIDELINE.

PROVIDED:
- 25 TREES LOCATED IN PARKING AND DRIVE AREAS
- COMPLIANCE WITH PLANT SPECIES LISTED IN THE GATEWAY CORRIDOR DISTRICT DESIGN GUIDELINE.

LANDSCAPE NOTES

1. ALL DISTURBED AREAS NOT SHOWN AS BUILDING, PCC PAVEMENT, LANDSCAPING, OR SIDEWALK SHALL BE SEEDED AND MATTED WITH RTF TURF SEED OR RECEIVE RTF SOD.
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SITE LEGEND

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- PROPOSED 4" P.C.C. SIDEWALK (5" P.C.C. IN R.O.W.)
- INTERIOR PARKING LOT LANDSCAPING AREA (NATIVE GRASSES & SHRUBS)
- BUILDING AND LANDSCAPING SETBACK

TD2 engineering & surveying
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Omaha, NE 68154
p.402.330.8860 www.td2co.com

Project Name

Mayfair 2nd Addition

Replat Eight

Subdivision Agreement Exhibits

Client Name

Hubbell Development Services

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1		--
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Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 04-20-23

Sheet Title

PUD Landscape Plan

Sheet Number

C4.0

Lot 1, Mayfair 2nd Addition
Replat Eight
99th & Hillcrest Plaza
La Vista, Nebraska
LAV-

Exhibit "F"

DRAINAGE STUDY

May 2023



DRAFT

Prepared By: _____
Trevor Veskrna, P.E.

DRAINAGE STUDY & PCSMP CALCULATIONS
Lot 1, Mayfair 2nd Addition
Replat Eight
99th & Hillcrest Plaza
La Vista, Nebraska
LAV-

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POND REPORTS……16
USADA SOIL REPORT..... 19

DRAINAGE STUDY AND PCSMP CALCULATIONS

Mayfair 2nd Addition Replat Eight

99th & Hillcrest Plaza

La Vista, Nebraska

LAV-

EXECUTIVE SUMMARY

This drainage study was prepared for the development of a property located northwest of 99th & Hillcrest Plaza in La Vista, Nebraska. This study will identify and analyze solutions to stormwater runoff and water quality treatment associated with this project. The total area of this site is 15.76 acres, with approximately 15.58 acres being disturbed. The proposed development will consist of grading, site utilities, paving, and the construction of multi-plex style residential buildings and multi-family apartments.

The stormwater facility used for storm water detention and treatment will be three extended dry detention basins. The basins were designed to meet the City of La Vista Post Construction Stormwater Standards.

The Rational Method will be used for pipe sizing calculations, and the SCS Method was used to analyze pre- and post-construction runoff for use in sizing the extended dry detention basins.

I. Site Characteristics

A. Pre-development Conditions

The existing conditions can be seen on Ex. D, found in the Appendix of this report. The topographic survey prepared by TD2 was used to analyze existing conditions and impervious coverages. This site is adjacent to an assisted living facility and daycare to the east, commercial properties to the south, and single family homes to the north and west. The site is currently zoned R-3 High-Density Residential with Gateway Corridor Overlay and a proposed PUD overlay. The site was primarily used for agriculture with a straight row field approximately 10.4 acres in size. The remainder of the site is vegetated and has been vacant since the creation of the Mayfair Addition. The USDA classifies these soils as Hydrologic Soil Groups C and D with infiltration rates ranging between 0.20 to 2.00 in/hr. For the purpose of this study, Hydrologic Soil Group C will be used for all design calculations. A copy of the USDA Soil Report can be found in the Calculations Section.

The site primarily drains from the northeast to the southwest with three main drainage boundaries, EX-1, EX-2, and EX-3. Runoff from area EX-1 overland flows from the north end of the site to an existing swale on the far west edge of the site. The swale discharge onto 99th Street where the runoff is then collected by an existing curb inlet at Impact Point 1. Runoff from EX-2 overland flows offsite to the south where it is collected by an existing curb inlet at the intersection of 99th Street and Hillcrest Plaza at Impact Point 2. Storm water from area EX-3 is collected by an existing area inlet on site then routed offsite to Impact Point 3. The existing drainage boundaries can be seen on Ex. D of the Preliminary Plat, found in the Appendix Section. Impact Points 1 and 2 eventually discharge to Applewood Creek to the west, a tributary of West Papillion Creek. Impact Point 3 eventually discharges directly to West Papillion Creek.

B. Post-development Conditions

The proposed development will consist of grading, paving, utility installation, as well as the construction of a new multi-family development with multi-plex style residential units and residential apartments. The proposed project will also include the construction of three extended dry detention basins located in the southwest corner of the site.

The proposed site will contain five main drainage boundaries, A1, A2, B1, B2, and B3. Area A1 consists of the northwest portion of the site and contains the multi-plex units and two of the extended dry detention basins. Storm water from this area will primarily be collected by the proposed storm sewer system and routed to the first dry detention basin, EDDB-1A. This stormwater will be detained, treated, and released to the second dry detention basin, EDDB-1B. Due to site constraints, EDDB-1A does not have enough area to provide the required detention volume to meet the pre-construction runoff values. EDDB-1B provides the additional required storage and treatment volume to meet this requirements, as well as collects runoff from the swale at the western edge of the site. Following detention and treatment, EDDB-1B will discharge to the existing curb inlet in 99th Street at Impact Point 1. Area B1 consists of the proposed drive access. This area will not be collected by the proposed storm sewer system and will instead flow to the existing inlet at Impact Point 1.

Area A2 consists of the southeast portion of the site and contains muti-plex units, apartment buildings, detached garages, and the clubhouse. Storm water from this area will be collected by the proposed storm sewer system and routed to the third dry detention basin, EDDB-2. Following detention and treatment, the storm water will then discharge to the existing curb inlet at the intersection of Hillcrest Plaza and 99th Street at Impact Point 2. Area B2 consists of the southmost portion of the site and the existing Hillcrest Plaza west of 98th Plaza. Runoff from this area will not be collected by the proposed storm sewer system and will instead be collected by the existing curb inlets in Hillcrest Plaza and routed to Impact Point 2. Area B3 consists of Hillcrest Plaza east of 98th Plaza. Runoff from this area is collected by existing curb inlets in Hillcrest Plaza and is routed offsite to Impact Point 3. Impact Points 1 and 2 eventually discharge to Applewood Creek, a tributary of West Papillion Creek, while Impact Point 3 eventually discharges directly to West Papillion Creek.

C. Contributing Off-site Drainage

Due to the existing site topography and contours obtained during TD2's topographical survey, no significant off-site drainage is expected to flow onto the site.

D. Floodways, Floodplains, and Wetlands

The site does not contain any floodways, floodplains, or wetlands.

II. Runoff Analysis

A. Pre-development Runoff Analysis

1) **Watershed Area:**
   Information for the existing drainage areas can be found in Table 1.
2) **Time of Concentration:**
   The time of concentration was calculated using Hydraflow Hydrographs Extension for AutoCAD 2022, TR-55 method.

3) Precipitation Model:
The 2 and 10-year 24-hour SCS Type II storm events for Omaha were used to analyze detention requirements.

4) Runoff Coefficients:
The existing lot primarily consists of an agricultural field and vegetated open space. The breakdown of these areas can be found in the Drainage Area Calculations table in the Calculations Section of this report. The CN and C values were obtained using the Omaha Regional Stormwater Design Manual, Chapter 2, for open vegetated spaces, straight row crops, and pavement, all in the Hydrologic Soil Group C.

5) Runoff Model:
The Hydraflow Hydrograph SCS (Type II) method was used to calculate the 24-hour peak discharge for the existing site.

6) Summary of Pre-development Runoff:
The information for the pre-development runoff for the site can be found in Tables 1 and 2.

Table 1. Existing Drainage Areas

ID	Total Area (Ac.)	Total Area (SF)	Composite C	Composite CN	Impact Point	Tc (min.)
EX-1	**6.24**	**271,624**	**0.57**	**82**	**1**	**21.6**
EX-2	**6.85**	**298,343**	**0.65**	**85**	**2**	**24.9**
EX-3	**2.49**	**108,487**	**0.45**	**76**	**3**	**24.9**
Total	**15.58**	**678,454**	**0.59**	**82**		

Table 2. Existing Runoff Values

Pre-Construction	2 Year (cfs)	10 Year (cfs)
Impact Point 1	9.08	18.16
Impact Point 2	10.57	19.95
Impact Point 3	2.33	5.31

B. Post-development Runoff Analysis

1) Watershed Areas
Information for the proposed drainage areas can be seen in Table 3.

2) Time of Concentration
The time of concentration for each proposed drainage area was determined using the Hydraflow Hydrographs Extension for AutoCAD 2022, TR-55 method. The time of concentration for areas calculated to be less than 5 minutes used a minimum value of 5 minutes.

3) Precipitation Model
The 2 and 10-year 24-hour SCS Type II storm events for Omaha were used to analyze detention requirements.

4) Runoff Coefficients
The proposed development will consist of building areas, pavement, grass, and landscaping/trees. The breakdown of these areas can be found in the Drainage Area Calculations table in the Calculations Section of this report. The CN and C values were obtained using the Omaha Regional Stormwater Design Manual, Chapter 2, for open vegetated spaces and pavement, all in the Hydrologic Soil Group C.

5) Runoff Model:

The Hydraflow Hydrographs SCS (Type II) method was used to calculate the 24-hour peak discharge for the proposed site.

6) Summary of Post-development Runoff:

Information for the post-development runoff can be found in Tables 3 and 4.

Table 3. Proposed Drainage Areas

ID	Description	Total Area (Ac.)	Total Area (SF)	Composite C	Composite CN	Impact Point	Tc (min.)
A1	**North Site**	**5.18**	**225,631**	**0.75**	**89**	**1**	**12.9**
A2	**South Site**	**8.87**	**386,511**	**0.75**	**89**	**2**	**9.7**
B1	**North Offsite**	**0.15**	**6,331**	**0.75**	**89**	**1**	**5.0**
B2	**South Offsite**	**0.82**	**35,758**	**0.73**	**88**	**2**	**5.0**
B3	**South Offsite**	**0.56**	**24,223**	**0.75**	**89**	**3**	**5.0**
	Total	**15.58**	**678,454**	**0.75**	**89**		

Table 4. Pre vs. Post Construction Runoff

Impact Point 1	2 Year (cfs)	10 Year (cfs)
Pre-Construction	9.08	18.16
Post Construction (With Detention)	7.95	16.01
Impact Point 2	2 Year (cfs)	10 Year (cfs)
Pre-Construction	10.57	19.95
Post-Construction (With Detention)	9.01	20.19
Impact Point 3	2 Year (cfs)	10 Year (cfs)
Pre-Construction	2.33	5.31
Post-Construction	1.76	3.05

The total proposed site area will have a combined CN value of 89 and a C value of 0.75. These values have increased compared to existing conditions due to the increase in impervious coverage for the developed site. Runoff for the developed site will decrease for the 2 year storm event and remain relatively the same for the 10 year event due to the storage provided by the dry detention basin system.

III. Storm Sewer Design:

A. Design Information References:

All stormwater conveyance systems will be designed in accordance with the Omaha Regional Stormwater Design Manual, Current Edition.

B. Storm Sewer:

1) On site storm sewer will be sized as part of the construction documents and will be included in the PCSMP submittal for review and approval by the City of La Vista.
2) The Rational Method will be used to determine peak run-off in order to properly size the storm sewer system. The storm sewers will be designed to have the capacity to adequately transfer the 10-year peak design storm.
3) The storm sewer inlets will be designed and sized to adequately handle the 10-year peak storm event.

C. Hydraulic Model:

The Rational Method will be used for pipe sizing calculation. Hydraflow Storm Sewers Extension for AutoCAD 2022 will be used to model the proposed storm sewer system to verify it has the capacity to handle the 10-year peak design storm.

IV. Stormwater Treatment Design:

A. Design Standards:

All stormwater facilities were designed in accordance with the Omaha Regional Stormwater Design Manual, Current Edition.

B. Extended Dry Detention Basin Locations:

The proposed extended dry detention basins are located in the southwest corner of the site near the intersection of 99th & Hillcrest Plaza.

C. Extended Dry Detention Basin Performance:

At approximately 15.58 acres disturbed, the required water quality control volume for the first half-inch of runoff is 28,278 CF. For Impact Point 1, the proposed on-site storm sewer will collect this runoff and discharge it to EDDB-1A. As this basin begins to fill, the water will be discharged via a 6" orifice at the base of the outlet structure to EDDB-1B. The orifice will be covered by rip rap stone to prevent debris and other material from clogging the orifice and traveling further downstream. The collected storm water will be detained and treated by both detention basins prior to discharging to Impact Point 1. Basin EDDB-1A provides 8,974 C.F. of treatment volume, EDDB-1B provides 1,373 C.F., and EDDB-2 provides 22,000 C.F., for a cumulative treatment volume of 32,347 C.F. Therefore, the basins are adequately sized for the water quality control volume.

D. Extended Dry Detention Basin Storage

In total, the three detention basins have a combined storage volume of 71,052 C.F. This provides adequate storage to reduce the proposed runoff from the site to at or below existing conditions. Graphs, storage, and discharge calculations for each basin can be found in the calculations section of this report.

Appendix

MAYFAIR 2ND ADDITION REPLAT EIGHT

LOT 1

SARPY COUNTY, NEBRASKA

BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

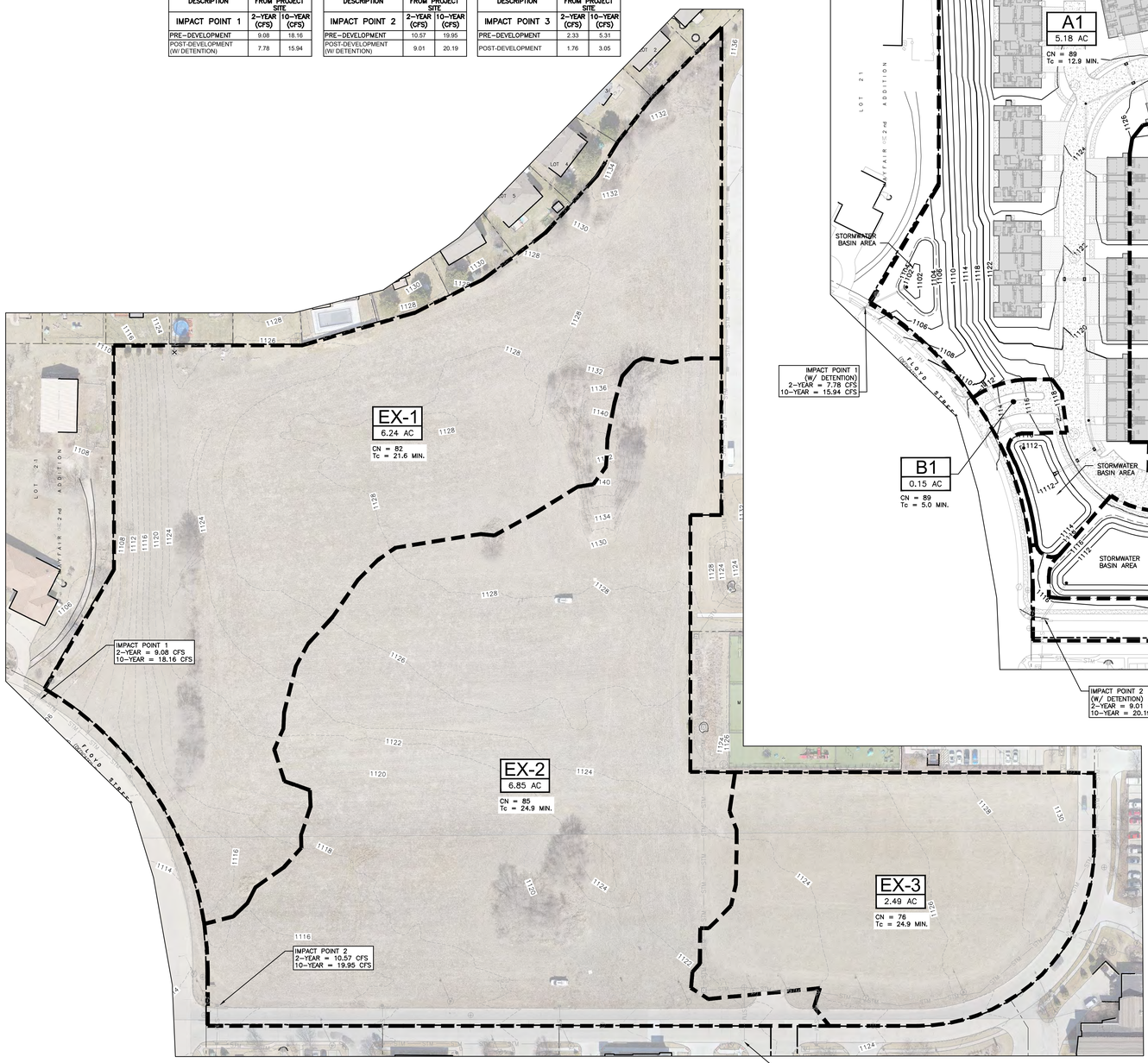
Sagebrook Apartments
TD2 # 2253-109
Drainage Area Information and Inlet Capacities for 10-Year Storm Event (i = 8.8 in/hr)

ID	Description	Total Area (Ac.)	Total Area (SF)	Impervious 98 (SF)	Pervious 74 (SF)	Pervious 85 (SF)	Composite CN	Composite C	Impact Point
PROPOSED SITE									
A1	NORTH SITE	5.18	225,631	144,403	81,228	0	89	0.75	1
A2	SOUTH SITE	8.87	386,511	248,325	138,186	0	89	0.75	2
B1	NORTH OFFSITE	0.15	6,331	4,051	2,280	0	89	0.75	1
B2	SOUTH OFFSITE	0.82	35,758	21,398	14,360	0	88	0.73	2
B3	SOUTH OFFSITE	0.56	24,223	15,496	8,727	0	89	0.75	3
TOTAL PROPOSED SITE		15.58	678,454	433,673	244,781	0	89	0.75	
EXISTING SITE									
EX-1		6.24	271,624	0	82,246	189,378	82	0.57	1
EX-2		6.85	298,343	15,971	17,562	264,810	85	0.65	2
EX-3		2.49	108,487	9,461	99,026	0	76	0.45	3
TOTAL EXISTING SITE		15.58	678,454	25,432	198,834	454,188	82	0.59	

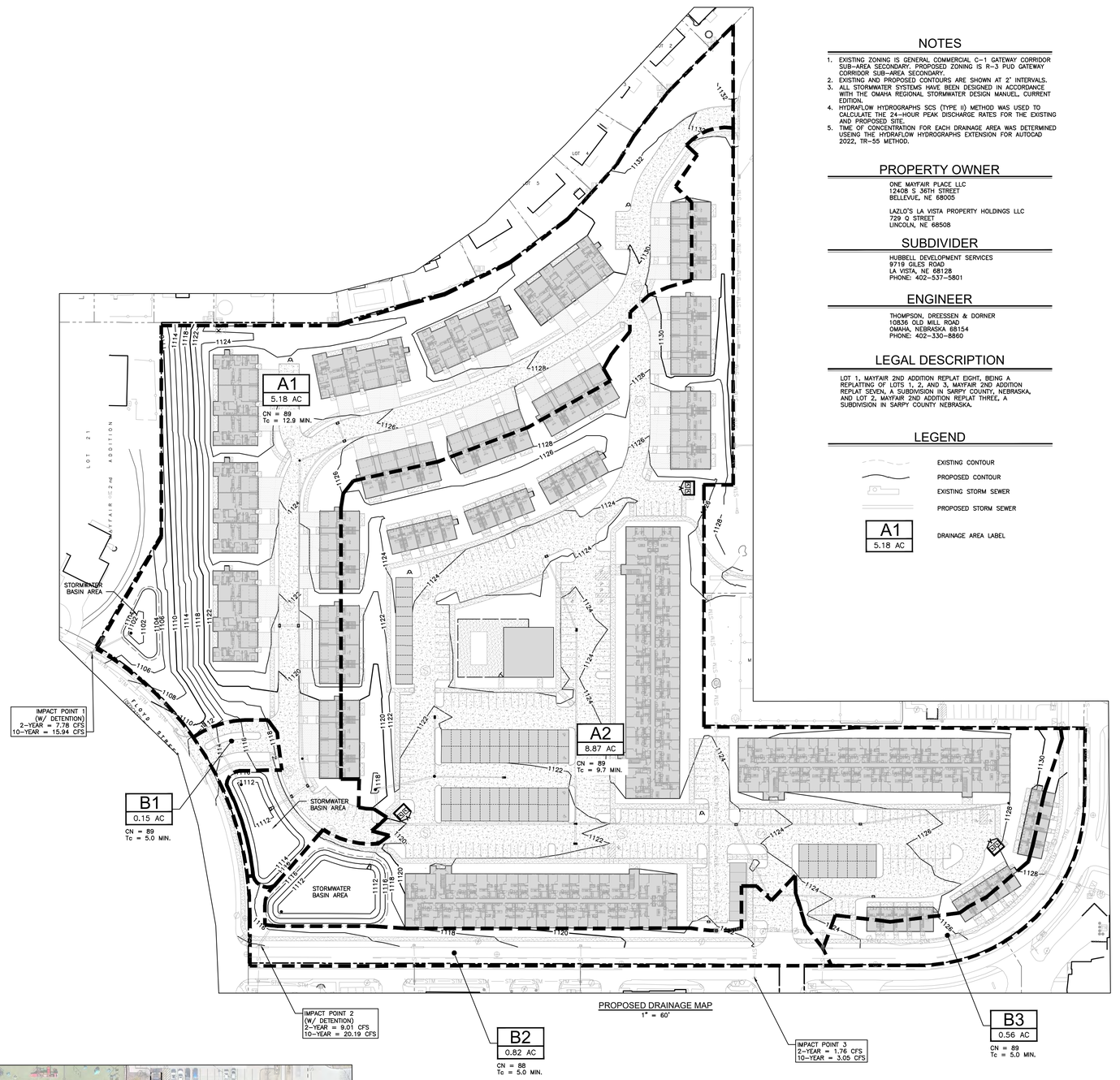
DESCRIPTION	PEAK RUN-OFF FROM PROJECT SITE	
IMPACT POINT 1	2-YEAR (CFS)	10-YEAR (CFS)
PRE-DEVELOPMENT	9.08	18.16
POST-DEVELOPMENT (W/ DETENTION)	7.78	15.94

DESCRIPTION	PEAK RUN-OFF FROM PROJECT SITE	
IMPACT POINT 2	2-YEAR (CFS)	10-YEAR (CFS)
PRE-DEVELOPMENT	10.57	19.95
POST-DEVELOPMENT (W/ DETENTION)	9.01	20.19

DESCRIPTION	PEAK RUN-OFF FROM PROJECT SITE	
IMPACT POINT 3	2-YEAR (CFS)	10-YEAR (CFS)
PRE-DEVELOPMENT	2.33	5.31
POST-DEVELOPMENT	1.76	3.05



EXISTING DRAINAGE MAP
1" = 60'



PROPOSED DRAINAGE MAP
1" = 60'

NOTES

1. EXISTING ZONING IS GENERAL COMMERCIAL C-1 GATEWAY CORRIDOR SUB-AREA SECONDARY. PROPOSED ZONING IS R-3 PUD GATEWAY CORRIDOR SUB-AREA SECONDARY.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
3. ALL STORMWATER SYSTEMS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE OMAHA REGIONAL STORMWATER DESIGN MANUEL, CURRENT EDITION.
4. HYDRAFLOW HYDROGRAPHS SCS (TYPE II) METHOD WAS USED TO CALCULATE THE 24-HOUR PEAK DISCHARGE RATES FOR THE EXISTING AND PROPOSED SITE.
5. TIME OF CONCENTRATION FOR EACH DRAINAGE AREA WAS DETERMINED USEING THE HYDRAFLOW HYDROGRAPHS EXTENSION FOR AUTOCAD 2022, TR-55 METHOD.

PROPERTY OWNER

ONE MAYFAIR PLACE LLC
12408 S 36TH STREET
BELLEVUE, NE 68005

LAZLO'S LA VISTA PROPERTY HOLDINGS LLC
729 Q STREET
LINCOLN, NE 68508

SUBDIVIDER

HUBBELL DEVELOPMENT SERVICES
9718 GILES ROAD
LA VISTA, NE 68128
PHONE: 402-537-5801

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

LOT 1, MAYFAIR 2ND ADDITION REPLAT EIGHT, BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

LEGEND

EXISTING CONTOUR
PROPOSED CONTOUR
EXISTING STORM SEWER
PROPOSED STORM SEWER
A1 / 5.18 AC — DRAINAGE AREA LABEL

N

0' 20' 40'

TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Project Name
Mayfair 2nd Addition

Replat Eight

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
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Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 04-20-23

Client Name
Hubbell Development Services

Sheet Title
Preliminary Plat Drainage Study

Sheet Number
Ex. D

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MAYFAIR 2ND ADDITION REPLAT EIGHT

LOT 1

SARPY COUNTY, NEBRASKA

BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

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3. ALL STORMWATER SYSTEMS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE OMAHA REGIONAL STORMWATER DESIGN MANUEL, CURRENT EDITION.
4. HYDRAFLOW HYDROGRAPHS SCS (TYPE II) METHOD WAS USED TO CALCULATE THE 24-HOUR PEAK DISCHARGE RATES FOR THE EXISTING AND PROPOSED SITE.
5. TIME OF CONCENTRATION FOR EACH DRAINAGE AREA WAS DETERMINED USEING THE HYDRAFLOW HYDROGRAPHS EXTENSION FOR AUTOCAD 2022, TR-55 METHOD.

PROPERTY OWNER

ONE MAYFAIR PLACE LLC
12408 S 36TH STREET
BELLEVUE, NE 68005

LAZLO'S LA VISTA PROPERTY HOLDINGS LLC
729 Q STREET
LINCOLN, NE 68508

SUBDIVIDER

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LOT 1, MAYFAIR 2ND ADDITION REPLAT EIGHT, BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

FIRST HALF INCH TREATMENT

TOTAL DISTURBED AREA: 15.58 AC (678,678 S.F.)

- ½" TREATMENT VOLUME REQUIRED
  678,678 SF * 0.50 INCH * (1 FT/12 INCHES) = 28,278 CF
- TREATMENT PROVIDE BY DRY-DETENTION BASINS (VOLUME UNDER INLET)
  TOTAL: 32,347 CF
- PROVIDED 32,347 CF > 28,278 CF; BASIN ADEQUATELY SIZED FOR FIRST ½" VOL.

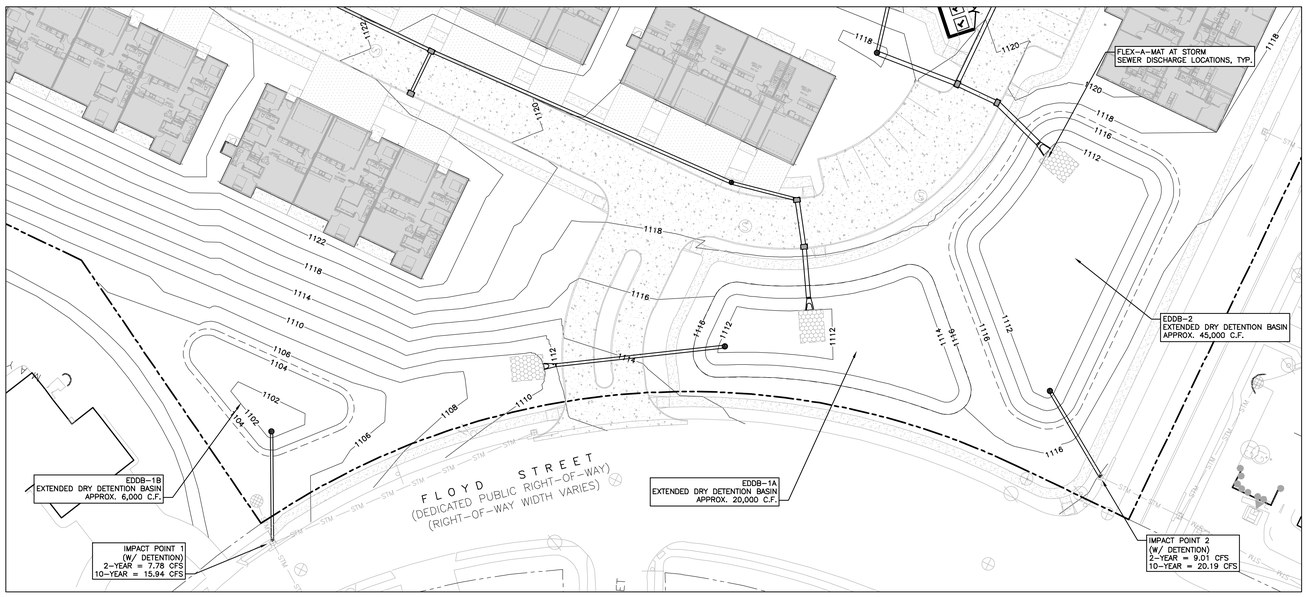
SEEDING AND FERTILIZING

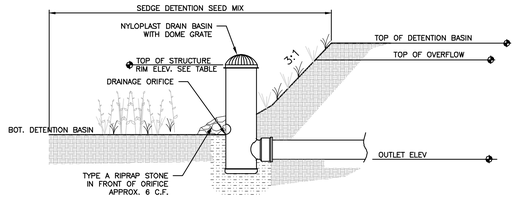
1. ALL DISTURBED AREAS (EXCEPT WITHIN BASIN LIMITS) SHALL BE SEEDED AND FERTILIZED. SUPER TURF (TYPE I FOR NON-IRRIGATED AREAS AND TYPE II FOR IRRIGATED AREAS) SHALL BE USED, UNLESS OTHERWISE APPROVED BY OWNER/ENGINEER.
2. ALL SEEDED AREAS SHALL BE COVERED WITH A TEMPORARY EROSION CONTROL MAT (NORTH AMERICAN GREEN S75 OR APPROVED EQUAL) IMMEDIATELY AFTER SEED AND FERTILIZER ARE PLACED.

1. REMOVE ALL ACCUMULATED SEDIMENT AND EXCAVATE TO BASE OF BASIN USING RELATIVELY LIGHT TRACKED EQUIPMENT TO AVOID COMPACTION AT BASIN FLOOR.
2. SCARIFY UPPER 12" OF BASIN FLOOR TO PROVIDE A WELL AERATED, HIGHLY POROUS SURFACE.
3. BASINS SHALL BE SEEDED WITH SEDGE DETENTION SEED MIX.
4. CONTRACTOR SHALL PUMP WATER OUT OF RETENTION BASIN IF IT CONTINUES TO HOLD WATER AFTER 48 HOURS OF RAINFALL EVENT END. PUMPED WATER MUST PASS ACROSS/THROUGH AT LEAST ONE FILTER DEVICE (I.E. SILT FENCE AND/OR INLET FILTER) BEFORE DISCHARGING FROM THE SITE.
5. THE CONTRACTOR SHALL SEED AND BLANKET THE SIDE SLOPES OF THE BASIN WITH NAG ERONET S-150.

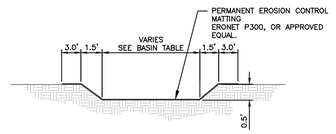
DESCRIPTION	PEAK RUN-OFF FROM PROJECT SITE	
IMPACT POINT 1	2-YEAR (CFS)	10-YEAR (CFS)
PRE-DEVELOPMENT	9.08	18.16
POST-DEVELOPMENT (W/ DETENTION)	7.95	16.01

DESCRIPTION	PEAK RUN-OFF FROM PROJECT SITE	
IMPACT POINT 2	2-YEAR (CFS)	10-YEAR (CFS)
PRE-DEVELOPMENT	10.57	19.95
POST-DEVELOPMENT (W/ DETENTION)	9.01	20.19



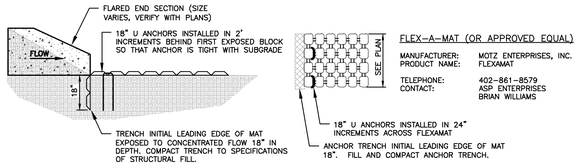


DRY DETENTION BASIN SECTION
NOT TO SCALE



TYPICAL EMERGENCY OVERFLOW SECTION
NOT TO SCALE

DRY DETENTION BASIN ELEVATIONS									
POND NUMBER	BOTTOM OF POND	TOP OF POND	EMERGENCY OVERFLOW ELEVATION	EMERGENCY OVERFLOW WIDTH	DRAINAGE ORIFICE DIAMETER	OUTLET PIPE DIAMETER	TOP OF OUTLET STRUCTURE ELEVATION	TREATMENT VOLUME (VOLUME UNDER DOME GRATE)	TOTAL POND VOLUME
1A	1111.00	1116.00	1115.50	20.0'	6 INCH	18 INCH	1114.00	8,974 C.F.	20,039 C.F.
1B	1101.00	1105.00	1104.50	15.0'	6 INCH	15 INCH	1103.00	1,373 C.F.	5,973 C.F.
2	1112.00	1117.00	1116.50	15.0'	6 INCH	18 INCH	1115.50	22,000 C.F.	45,040 C.F.



PROFILE VIEW PLAN VIEW

FLEX-A-MAT (OR APPROVED EQUAL)

MANUFACTURER: MOTZ ENTERPRISES, INC.
PRODUCT NAME: FLEXAMAT

TELEPHONE: 402-861-8579
CONTACT: ASP ENTERPRISES
BRIAN WILLIAMS

FLEX-A-MAT CONSTRUCTION NOTES:

1. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALL BE SMOOTH AND FREE OF ALL ROCKS, STICKS, ROOTS, OTHER PROTRUSIONS, OR DEBRIS OF ANY KIND. THE PREPARED SURFACE SHALL PROVIDE A FIRM UNYIELDING FOUNDATION FOR THE MATS WITH NO SHARP OR ABRUPT BREAKS IN THE GRADE. SUBGRADE UNDER MAT SHALL BE COMPACTED TO REQUIREMENTS OF STRUCTURAL FILL.
2. APPLY SEED DIRECTLY TO THE PREPARED SOIL PRIOR TO FLEXAMAT INSTALLATION. USE SEED PER PROJECT SPECIFICATIONS.
3. INSTALL FLEXAMAT ROLLS. FLEXAMAT FOR THIS PROJECT SHALL BE 10' WIDE.
4. THE INITIAL LEADING EDGE OF FLEXAMAT EXPOSED TO CONCENTRATED FLOWS SHALL BE EMBEDDED 18" VERTICALLY INTO THE SUBGRADE TO SERVE AS AN ANCHOR TRENCH. THE TRENCH SHALL BE FILLED AND COMPACTED TO THE SPECIFICATIONS OF STRUCTURAL FILL. SEE SPECIFICATIONS.
5. INSTALL 18" U ANCHORS IN 24" INCREMENTS ACROSS THE FLEXAMAT SECTION. INSTALL ANCHORS DIRECTLY BEHIND FIRST, EXPOSED ROW OF BLOCKS. U ANCHORS CONSISTS OF #2 REBAR U ANCHORS WITH 18" LEGS.

TYPICAL FLEX-A-MAT DETAIL
NOT TO SCALE

TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Project Name
Mayfair 2nd Addition

Replat Eight

N
0' 20' 40'

Client Name
Hubbell Development Services

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
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Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 04-20-23

Sheet Title
Preliminary Plat PCSMP

Sheet Number
Ex. E

Calculations

Sagebrook Apartments

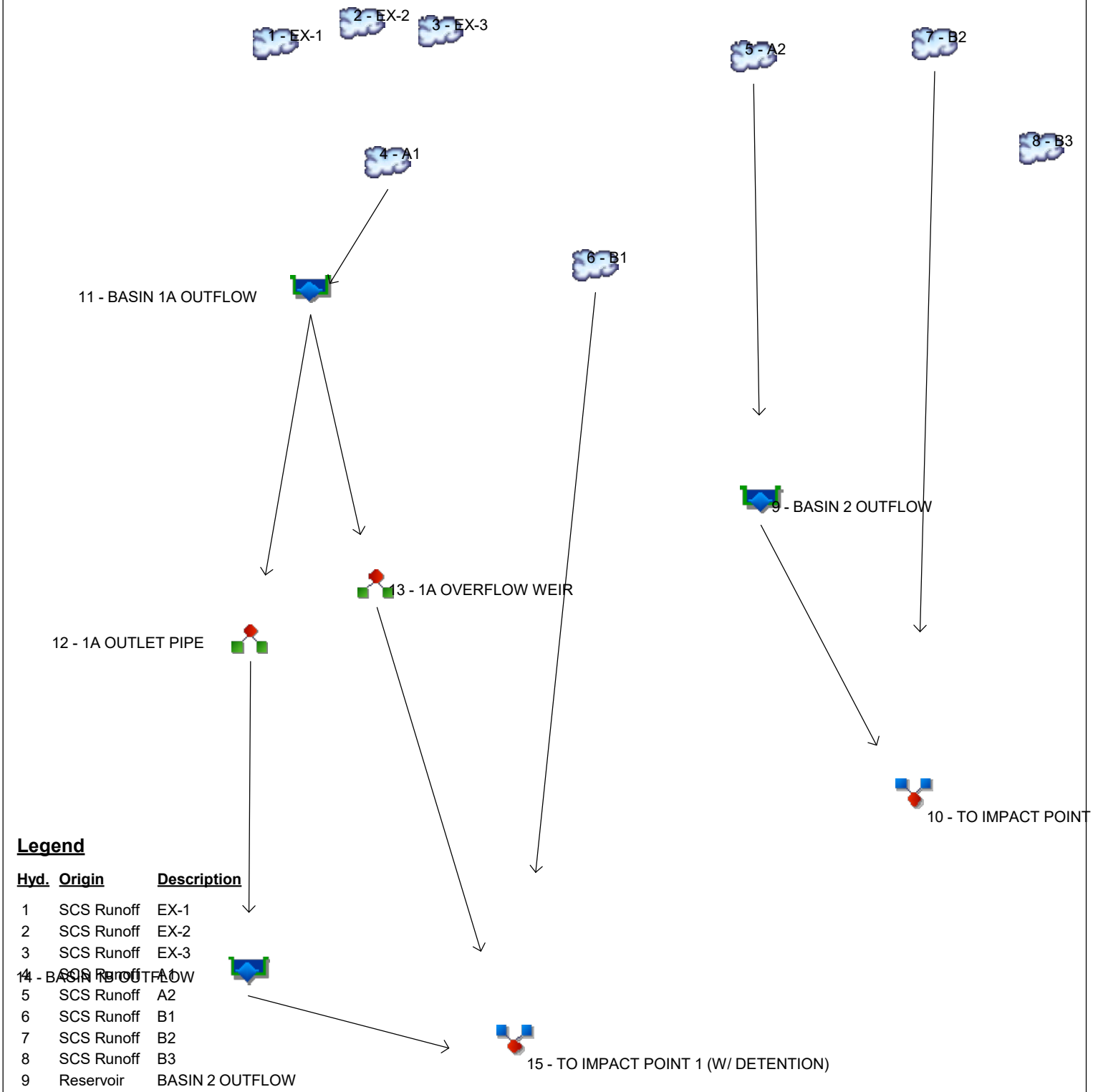
TD2 # 2253-109

Drainage Area Information and Inlet Capacities for 10-Year Storm Event (i = 8.8 in/hr)

ID	Description	Total Area (Ac.)	Total Area (SF)	Impervious 98 (SF)	Pervious 74 (SF)	Pervious 85 (SF)	Composite CN	Composite C	Impact Point
PROPOSED SITE									
A1	NORTH SITE	5.18	225,631	144,403	81,228	0	89	0.75	1
A2	SOUTH SITE	8.87	386,511	248,325	138,186	0	89	0.75	2
B1	NORTH OFFSITE	0.15	6,331	4,051	2,280	0	89	0.75	1
B2	SOUTH OFFSITE	0.82	35,758	21,398	14,360	0	88	0.73	2
B3	SOUTH OFFSITE	0.56	24,223	15,496	8,727	0	89	0.75	3
TOTAL PROPOSED SITE		15.58	678,454	433,673	244,781	0	89	0.75	
EXISTING SITE									
EX-1		6.24	271,624	0	82,246	189,378	82	0.57	1
EX-2		6.85	298,343	15,971	17,562	264,810	85	0.65	2
EX-3		2.49	108,487	9,461	99,026	0	76	0.45	3
TOTAL EXISTING SITE		15.58	678,454	25,432	198,834	454,188	82	0.59	

Watershed Model Schematic

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022



Legend

Hyd.	Origin	Description
1	SCS Runoff	EX-1
2	SCS Runoff	EX-2
3	SCS Runoff	EX-3
4	SCS Runoff	A1
5	SCS Runoff	A2
6	SCS Runoff	B1
7	SCS Runoff	B2
8	SCS Runoff	B3
9	Reservoir	BASIN 2 OUTFLOW
10	Combine	TO IMPACT POINT 2 (W/ DETENTION)
11	Reservoir	BASIN 1A OUTFLOW
12	Diversion1	1A OUTLET PIPE
13	Diversion2	1A OVERFLOW WEIR
14	Reservoir	BASIN 1B OUTFLOW
15	Combine	TO IMPACT POINT 1 (W/ DETENTION)

Hydrograph Return Period Recap

Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)							Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	SCS Runoff	------	-------	9.084	-------	-------	18.16	-------	-------	-------	EX-1
2	SCS Runoff	------	-------	10.57	-------	-------	19.95	-------	-------	-------	EX-2
3	SCS Runoff	------	-------	2.334	-------	-------	5.313	-------	-------	-------	EX-3
4	SCS Runoff	------	-------	14.11	-------	-------	24.63	-------	-------	-------	A1
5	SCS Runoff	------	-------	26.44	-------	-------	46.00	-------	-------	-------	A2
6	SCS Runoff	------	-------	0.472	-------	-------	0.819	-------	-------	-------	B1
7	SCS Runoff	------	-------	2.483	-------	-------	4.375	-------	-------	-------	B2
8	SCS Runoff	------	-------	1.763	-------	-------	3.056	-------	-------	-------	B3
9	Reservoir	5	-------	8.666	-------	-------	18.14	-------	-------	-------	BASIN 2 OUTFLOW
10	Combine	7, 9	-------	9.014	-------	-------	20.19	-------	-------	-------	TO IMPACT POINT 2 (W/ DETENTIO
11	Reservoir	4	-------	9.426	-------	-------	16.00	-------	-------	-------	BASIN 1A OUTFLOW
12	Diversion1	11	-------	9.426	-------	-------	16.00	-------	-------	-------	1A OUTLET PIPE
13	Diversion2	11	-------	0.000	-------	-------	0.000	-------	-------	-------	1A OVERFLOW WEIR
14	Reservoir	12	-------	7.895	-------	-------	15.91	-------	-------	-------	BASIN 1B OUTFLOW
15	Combine	6, 13, 14	-------	7.947	-------	-------	16.01	-------	-------	-------	TO IMPACT POINT 1 (W/ DETENTIO

Hydraflow Rainfall Report

Return Period (Yrs)	Intensity-Duration-Frequency Equation Coefficients (FHA)			
	B	D	E	(N/A)
1	110.8217	18.3000	1.0108	--------
2	74.1125	11.8000	0.8974	--------
3	0.0000	0.0000	0.0000	--------
5	82.1212	10.1000	0.8627	--------
10	113.9855	12.1000	0.9024	--------
25	106.6791	11.3000	0.8449	--------
50	119.8696	11.8000	0.8406	--------
100	145.8254	12.7000	0.8636	--------

File name: Omaha.IDF

Intensity = B / (Tc + D)^E

Return Period (Yrs)	Intensity Values (in/hr)											
	5 min	10	15	20	25	30	35	40	45	50	55	60
1	4.60	3.78	3.20	2.78	2.46	2.20	1.99	1.82	1.67	1.55	1.44	1.35
2	5.89	4.66	3.87	3.32	2.91	2.60	2.35	2.14	1.97	1.83	1.71	1.60
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	7.90	6.17	5.09	4.35	3.81	3.40	3.07	2.81	2.58	2.40	2.24	2.10
10	8.79	6.98	5.80	4.98	4.37	3.90	3.52	3.22	2.96	2.75	2.56	2.40
25	10.09	8.05	6.74	5.81	5.13	4.60	4.18	3.83	3.54	3.29	3.08	2.90
50	11.19	8.99	7.56	6.54	5.79	5.20	4.73	4.34	4.02	3.74	3.51	3.30
100	12.19	9.84	8.28	7.18	6.35	5.70	5.18	4.75	4.40	4.09	3.83	3.60

Tc = time in minutes. Values may exceed 60.

Precip. file name: H:\Hydroflow Data\Omaha 24-hr Precip SCS.pcp

Storm Distribution	Rainfall Precipitation Table (in)							
	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
SCS 24-hour	0.00	3.00	0.00	3.90	4.60	5.30	6.00	6.70
SCS 6-Hr	0.00	1.80	0.00	0.00	2.60	0.00	0.00	4.00
Huff-1st	0.00	1.55	0.00	2.75	4.00	5.38	6.50	8.00
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Custom	0.00	1.25	0.00	2.80	3.90	5.25	6.00	7.10

Pond Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 05 / 8 / 2023

Pond No. 1 - BASIN 1A

Pond Data

Contours -User-defined contour areas. Average end area method used for volume calculation. Begining Elevation = 100.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	100.00	630	0	0
1.00	101.00	2,764	1,697	1,697
2.00	102.00	3,625	3,195	4,892
3.00	103.00	4,540	4,083	8,974
4.00	104.00	5,520	5,030	14,004
5.00	105.00	6,550	6,035	20,039

Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 18.00	6.00	0.00	0.00
Span (in)	= 18.00	6.00	0.00	0.00
No. Barrels	= 1	1	0	0
Invert El. (ft)	= 100.00	100.00	0.00	0.00
Length (ft)	= 50.00	0.10	0.00	0.00
Slope (%)	= 2.00	0.10	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	Yes	No	No

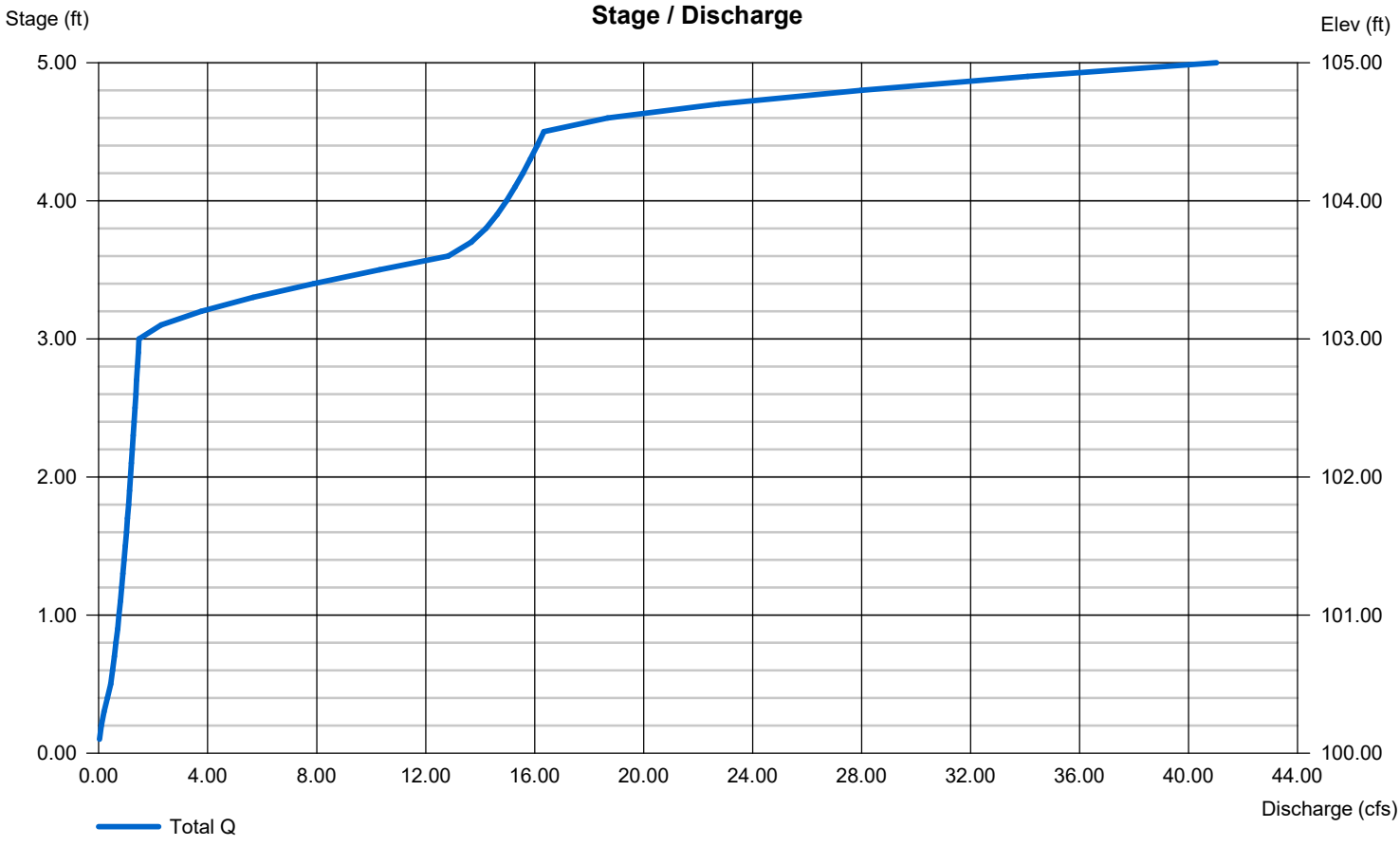
Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 7.85	20.00	0.00	0.00
Crest El. (ft)	= 103.00	104.50	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= 1	Rect	---	---
Multi-Stage	= Yes	No	No	No

Exfil.(in/hr) = 0.000 (by Contour)

TW Elev. (ft) = 0.00

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



Pond Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 05 / 8 / 2023

Pond No. 3 - BASIN 1B

Pond Data

Contours -User-defined contour areas. Average end area method used for volume calculation. Begining Elevation = 80.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	80.00	55	0	0
1.00	81.00	490	273	273
2.00	82.00	1,710	1,100	1,373
3.00	83.00	2,285	1,998	3,370
4.00	84.00	2,920	2,603	5,973

Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 15.00	6.00	0.00	0.00
Span (in)	= 15.00	6.00	0.00	0.00
No. Barrels	= 1	1	0	0
Invert El. (ft)	= 80.00	80.00	0.00	0.00
Length (ft)	= 50.00	0.10	0.00	0.00
Slope (%)	= 2.00	0.10	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	Yes	No	No

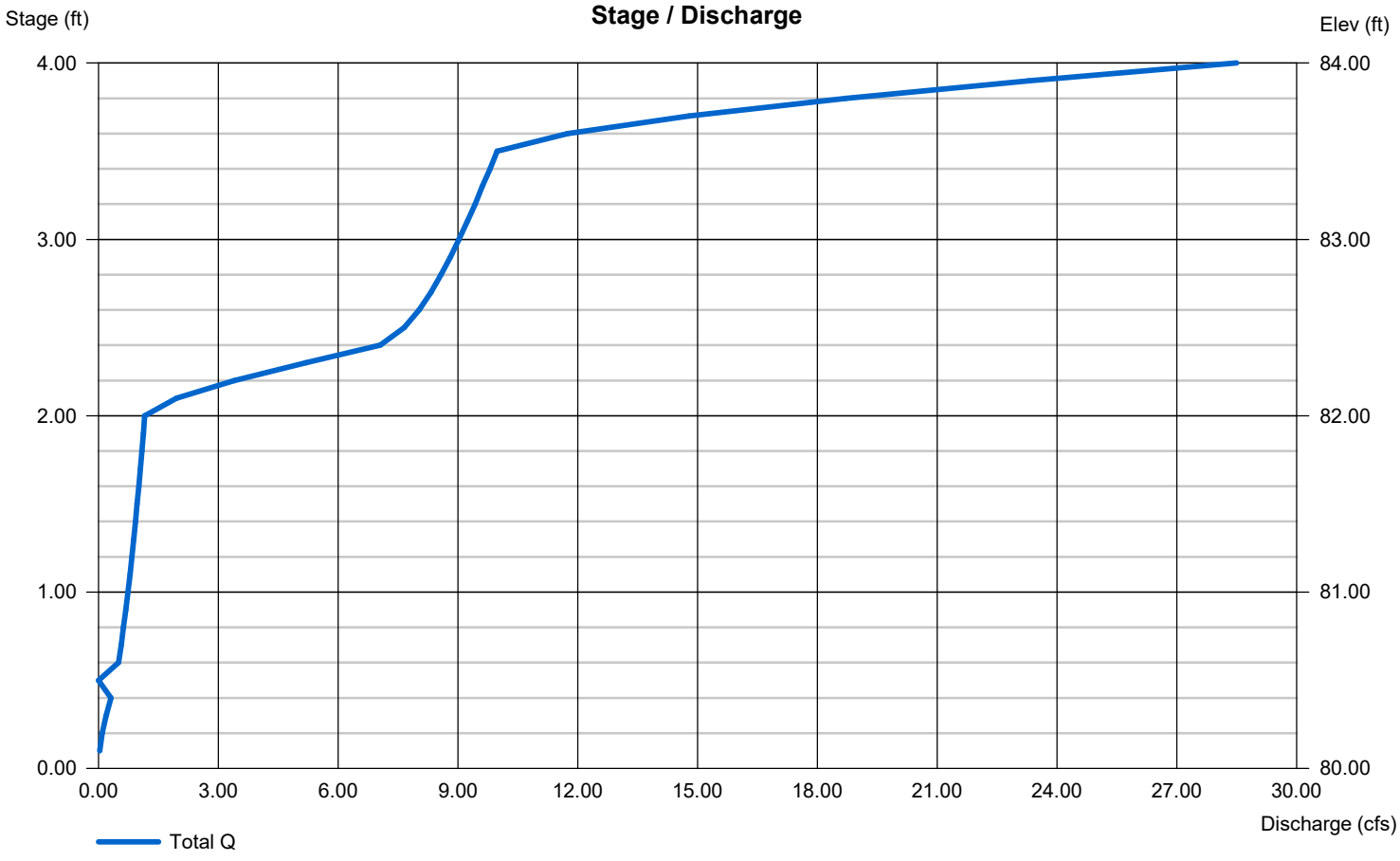
Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 7.85	15.00	0.00	0.00
Crest El. (ft)	= 82.00	83.50	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= 1	Rect	---	---
Multi-Stage	= Yes	No	No	No

Exfil.(in/hr) = 0.000 (by Wet area)

TW Elev. (ft) = 0.00

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



Pond Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 05 / 8 / 2023

Pond No. 2 - BASIN 2

Pond Data

Contours -User-defined contour areas. Average end area method used for volume calculation. Begining Elevation = 100.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	100.00	2,521	0	0
1.00	101.00	5,600	4,061	4,061
2.00	102.00	6,570	6,085	10,146
3.00	103.00	7,600	7,085	17,231
4.00	104.00	8,680	8,140	25,371
5.00	105.00	9,820	9,250	34,621
6.00	106.00	11,018	10,419	45,040

Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 18.00	8.00	0.00	0.00
Span (in)	= 18.00	8.00	0.00	0.00
No. Barrels	= 1	1	0	0
Invert El. (ft)	= 100.00	100.00	0.00	0.00
Length (ft)	= 50.00	0.10	0.00	0.00
Slope (%)	= 2.00	0.10	0.00	n/a
N-Value	= .013	.011	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	Yes	No	No

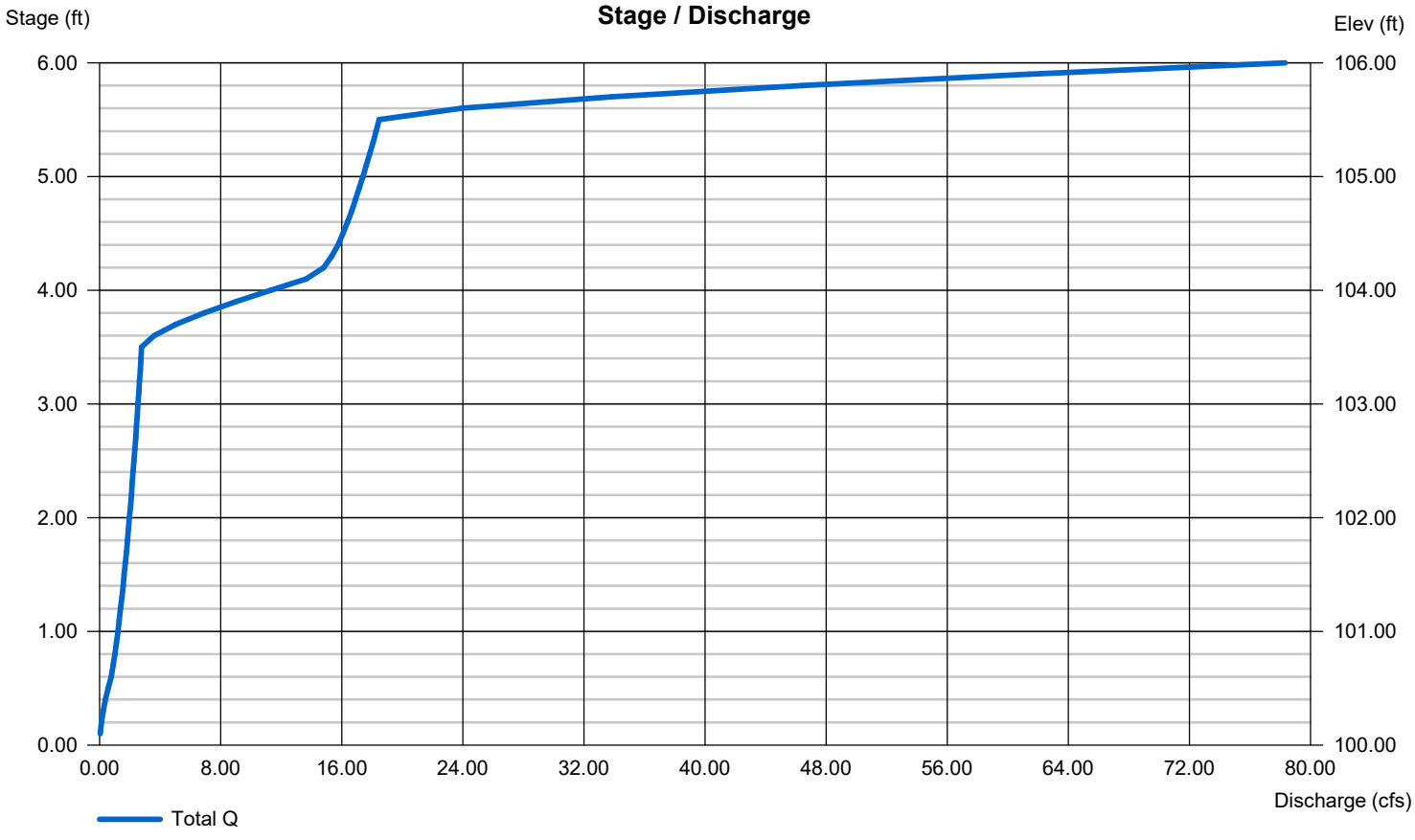
Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 7.85	50.00	0.00	0.00
Crest El. (ft)	= 103.50	105.50	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= 1	Rect	---	---
Multi-Stage	= Yes	No	No	No

Exfil.(in/hr) = 0.000 (by Contour)

TW Elev. (ft) = 0.00

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



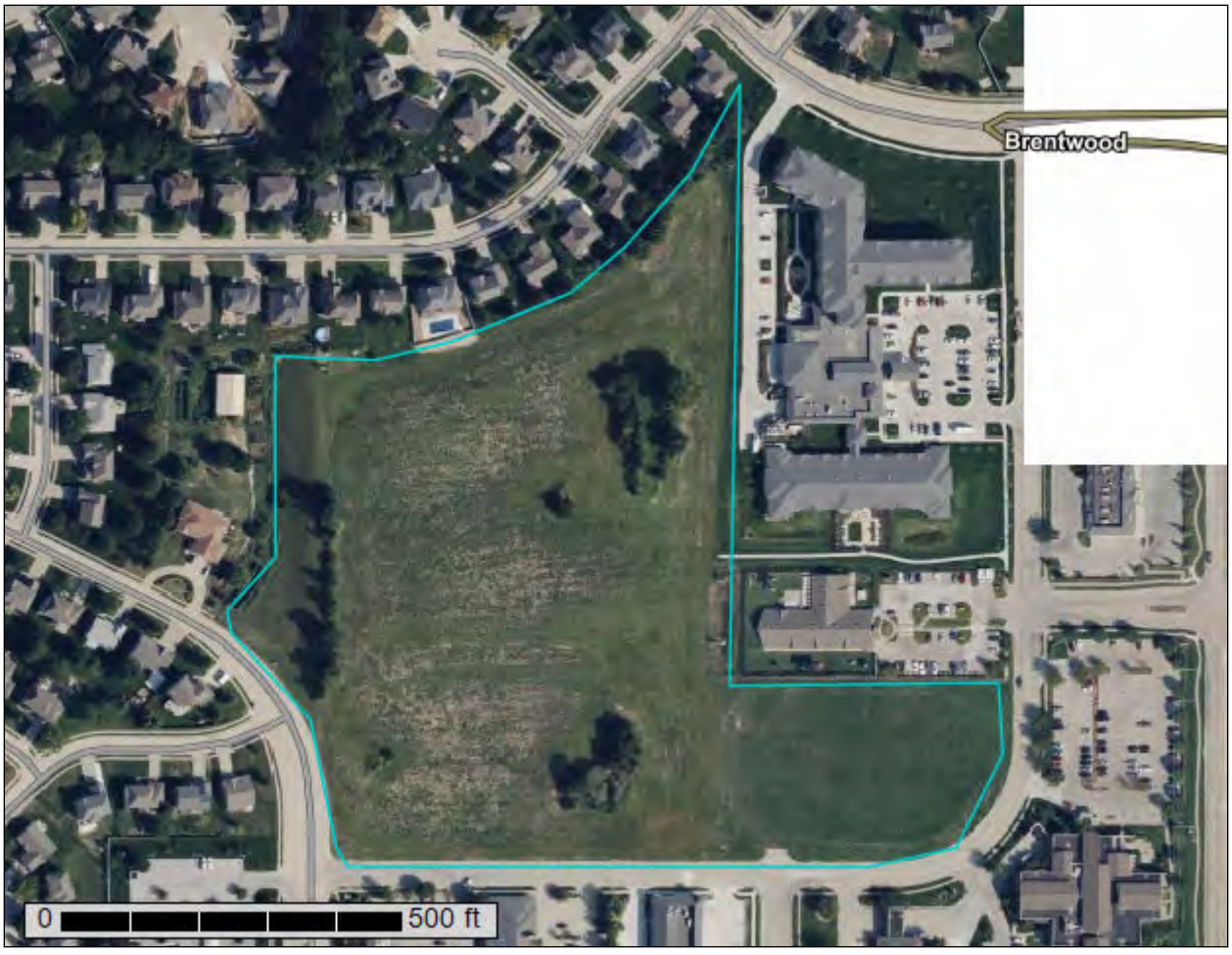
United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Sarpy County, Nebraska



April 20, 2023

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:2,680 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 35 70 140 210

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Sarpy County, Nebraska
Survey Area Data: Version 16, Sep 8, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
9719	Urban land-Udorthents-Marshall complex, 0 to 9 percent slopes	5.9	39.4%
9720	Urban land-Udorthents-Pohocco complex, 0 to 16 percent slopes	9.0	60.6%
Totals for Area of Interest		**14.9**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The

delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Sarpy County, Nebraska

9719—Urban land-Udorthents-Marshall complex, 0 to 9 percent slopes

Map Unit Setting

National map unit symbol: 1vfh0
Elevation: 800 to 1,300 feet
Mean annual precipitation: 24 to 36 inches
Mean annual air temperature: 39 to 61 degrees F
Frost-free period: 155 to 175 days
Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 57 percent
Udorthents and similar soils: 23 percent
Marshall and similar soils: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Interfluve, head slope, nose slope, side slope
Down-slope shape: Concave, convex
Across-slope shape: Linear

Description of Udorthents

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Interfluve, head slope, nose slope, side slope
Down-slope shape: Concave, convex
Across-slope shape: Linear
Parent material: Disturbed fine-silty loess

Typical profile

H1 - 0 to 12 inches: silty clay loam
H2 - 12 to 80 inches: silt loam

Properties and qualities

Slope: 0 to 9 percent
Depth to restrictive feature: More than 80 inches
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 8 percent

Interpretive groups

Land capability classification (irrigated): None specified
Ecological site: R107XB002MO - Deep Loess Upland Prairie
Hydric soil rating: Unranked

Description of Marshall

Setting

Landform: Loess hills
Landform position (two-dimensional): Summit
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Fine-silty noncalcareous loess

Typical profile

Ap - 0 to 7 inches: silty clay loam
A - 7 to 18 inches: silty clay loam
Bw - 18 to 47 inches: silty clay loam
C - 47 to 68 inches: silty clay loam

Properties and qualities

Slope: 0 to 9 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: High (about 11.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: C
Ecological site: R107XB007MO - Loess Upland Prairie
Hydric soil rating: No

9720—Urban land-Udorthents-Pohocco complex, 0 to 16 percent slopes

Map Unit Setting

National map unit symbol: 1vfh2
Elevation: 800 to 1,300 feet
Mean annual precipitation: 24 to 36 inches
Mean annual air temperature: 39 to 61 degrees F
Frost-free period: 155 to 175 days
Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 42 percent
Udorthents and similar soils: 38 percent
Pohocco and similar soils: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Interfluve, head slope, nose slope, side slope
Down-slope shape: Concave, convex
Across-slope shape: Linear

Description of Udorthents

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Interfluve, head slope, nose slope, side slope
Down-slope shape: Concave, convex
Across-slope shape: Linear
Parent material: Disturbed fine-silty loess

Typical profile

H1 - 0 to 12 inches: silty clay loam
H2 - 12 to 80 inches: silt loam

Properties and qualities

Slope: 0 to 16 percent
Depth to restrictive feature: More than 80 inches
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 8 percent

Interpretive groups

Land capability classification (irrigated): None specified
Ecological site: R107XB002MO - Deep Loess Upland Prairie
Hydric soil rating: Unranked

Description of Pohocco

Setting

Landform: Loess hills
Landform position (two-dimensional): Backslope
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Fine-silty loess

Typical profile

Ap - 0 to 6 inches: silty clay loam
Bw - 6 to 15 inches: silt loam
Bk - 15 to 28 inches: silt loam
C - 28 to 80 inches: silt loam

Properties and qualities

Slope: 0 to 16 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained

Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Available water supply, 0 to 60 inches: High (about 11.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: B
Ecological site: F107XB009MO - Calcareous Loess Upland Woodland
Hydric soil rating: No

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MAYFAIR 2ND ADDITION REPLAT EIGHT

LOT 1

SARPY COUNTY, NEBRASKA

BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

Exhibit "G"

NOTES

1. EXISTING ZONING IS GENERAL COMMERCIAL C-1 GATEWAY CORRIDOR SUB-AREA SECONDARY. PROPOSED ZONING IS R-3 PUD GATEWAY CORRIDOR SUB-AREA SECONDARY.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
3. ALL STORMWATER SYSTEMS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE OMAHA REGIONAL STORMWATER DESIGN MANUEL, CURRENT EDITION.
4. HYDRAFLOW HYDROGRAPHS SCS (TYPE II) METHOD WAS USED TO CALCULATE THE 24-HOUR PEAK DISCHARGE RATES FOR THE EXISTING AND PROPOSED SITE.
5. TIME OF CONCENTRATION FOR EACH DRAINAGE AREA WAS DETERMINED USEING THE HYDRAFLOW HYDROGRAPHS EXTENSION FOR AUTOCAD 2022, TR-55 METHOD.

PROPERTY OWNER

ONE MAYFAIR PLACE LLC
12408 S 36TH STREET
BELLEVUE, NE 68005

LAZLO'S LA VISTA PROPERTY HOLDINGS LLC
729 Q STREET
LINCOLN, NE 68508

SUBDIVIDER

HUBBELL DEVELOPMENT SERVICES
9719 GILES ROAD
LA VISTA, NE 68128
PHONE: 402-537-5801

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

LOT 1, MAYFAIR 2ND ADDITION REPLAT EIGHT, BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

FIRST HALF INCH TREATMENT

TOTAL DISTURBED AREA: 15.58 AC (678,678 S.F.)

- ½" TREATMENT VOLUME REQUIRED
  678,678 SF * 0.50 INCH * (1 FT/12 INCHES) = 28,278 CF
- TREATMENT PROVIDE BY DRY-DETENTION BASINS (VOLUME UNDER INLET)
  TOTAL: 32,347 CF
- PROVIDED 32,347 CF > 28,278 CF; BASIN ADEQUATELY SIZED FOR FIRST ½" VOL.

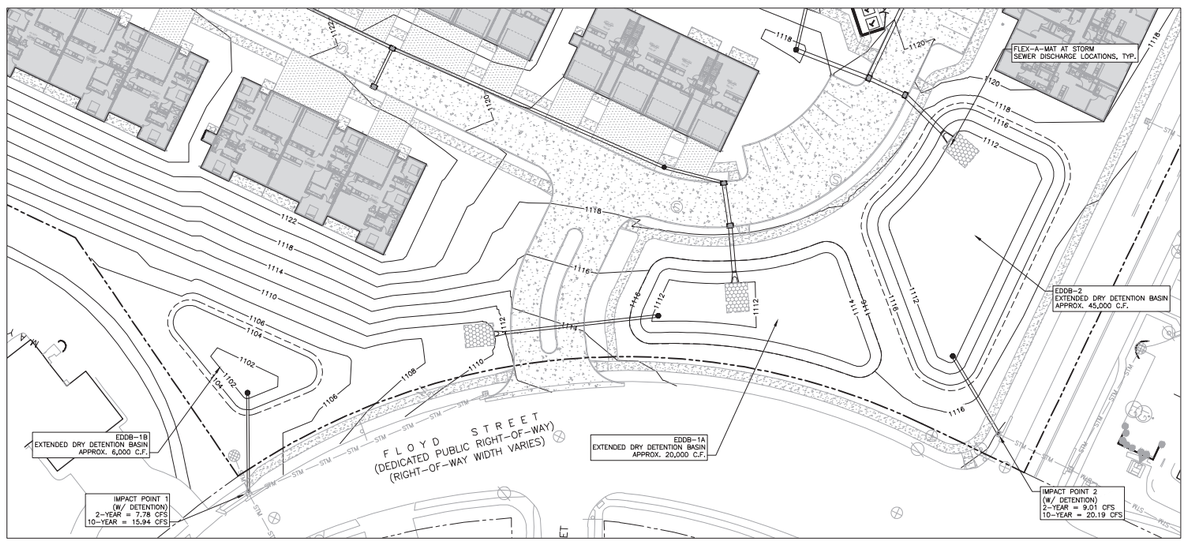
SEEDING AND FERTILIZING

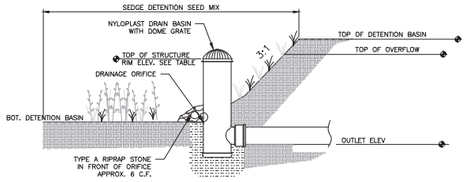
1. ALL DISTURBED AREAS (EXCEPT WITHIN BASIN LIMITS) SHALL BE SEEDED AND FERTILIZED. SUPER TURF (TYPE I FOR NON-IRRIGATED AREAS AND TYPE II FOR IRRIGATED AREAS) SHALL BE USED, UNLESS OTHERWISE APPROVED BY OWNER/ENGINEER.
2. ALL SEEDED AREAS SHALL BE COVERED WITH A TEMPORARY EROSION CONTROL MAT (NORTH AMERICAN GREEN S75 OR APPROVED EQUAL) IMMEDIATELY AFTER SEED AND FERTILIZER ARE PLACED.

1. REMOVE ALL ACCUMULATED SEDIMENT AND EXCAVATE TO BASE OF BASIN USING RELATIVELY LIGHT TRACKED EQUIPMENT TO AVOID COMPACTION AT BASIN FLOOR.
2. SCARIFY UPPER 12" OF BASIN FLOOR TO PROVIDE A WELL AERATED, HIGHLY POROUS SURFACE.
3. BASINS SHALL BE SEEDED WITH SEDGE DETENTION SEED MIX.
4. CONTRACTOR SHALL PUMP WATER OUT OF RETENTION BASIN IF IT CONTINUES TO HOLD WATER AFTER 48 HOURS OF RAINFALL EVENT END. PUMPED WATER MUST PASS ACROSS/THROUGH AT LEAST ONE FILTER DEVICE (I.E. SILT FENCE AND/OR INLET FILTER) BEFORE DISCHARGING FROM THE SITE.
5. THE CONTRACTOR SHALL SEED AND BLANKET THE SIDE SLOPES OF THE BASIN WITH NAG ERONET S-150.

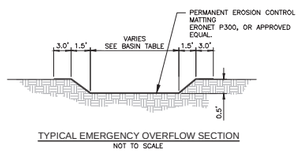
DESCRIPTION	PEAK RUN-OFF FROM PROJECT SITE	
IMPACT POINT 1	2-YEAR (CFS)	10-YEAR (CFS)
PRE-DEVELOPMENT	9.08	18.16
POST-DEVELOPMENT (W/ DETENTION)	7.95	16.01

DESCRIPTION	PEAK RUN-OFF FROM PROJECT SITE	
IMPACT POINT 2	2-YEAR (CFS)	10-YEAR (CFS)
PRE-DEVELOPMENT	10.57	19.95
POST-DEVELOPMENT (W/ DETENTION)	9.01	20.19





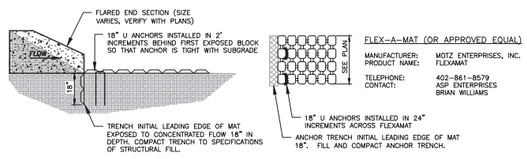
DRY DETENTION BASIN SECTION
NOT TO SCALE



TYPICAL EMERGENCY OVERFLOW SECTION
NOT TO SCALE

DRY DETENTION BASIN ELEVATIONS

POND NUMBER	BOTTOM OF POND	TOP OF POND	EMERGENCY OVERFLOW ELEVATION	EMERGENCY OVERFLOW WIDTH	DRAINAGE ORIFICE DIAMETER	OUTLET PIPE DIAMETER	TOP OF OUTLET STRUCTURE ELEVATION	TREATMENT VOLUME (VOLUME UNDER DOME GRATE)	TOTAL POND VOLUME
1A	1111.00	1116.00	1115.50	20.0'	6 INCH	18 INCH	1114.00	8,974 C.F.	20,039 C.F.
1B	1101.00	1105.00	1104.50	15.0'	6 INCH	15 INCH	1103.00	1,373 C.F.	5,973 C.F.
2	1112.00	1117.00	1116.50	15.0'	6 INCH	18 INCH	1115.50	22,000 C.F.	45,040 C.F.



FLEX-A-MAT (OR APPROVED EQUAL)

MANUFACTURER: MOTZ ENTERPRISES, INC.
PRODUCT NAME: FLEXAMAT

TELEPHONE: 402-861-8579
CONTACT: ASP ENTERPRISES BRIAN WILLIAMS

FLEX-A-MAT CONSTRUCTION NOTES:

1. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALL BE SMOOTH AND FREE OF ALL ROCKS, STICKS, ROOTS, OTHER PROTRUSIONS, OR DEBRIS OF ANY KIND. THE PREPARED SURFACE SHALL PROVIDE A FIRM UNYIELDING FOUNDATION FOR THE MATS WITH NO SHARP OR ABRUPT BREAKS IN THE GRADE. SUBGRADE UNDER MAT SHALL BE COMPACTED TO REQUIREMENTS OF STRUCTURAL FILL.
2. APPLY SEED DIRECTLY TO THE PREPARED SOIL PRIOR TO FLEXAMAT INSTALLATION. USE SEED PER PROJECT SPECIFICATIONS.
3. INSTALL FLEXAMAT ROLLS. FLEXAMAT FOR THIS PROJECT SHALL BE 10' WIDE.
4. THE INITIAL LEADING EDGE OF FLEXAMAT EXPOSED TO CONCENTRATED FLOWS SHALL BE EMBEDDED 18" VERTICALLY INTO THE SUBGRADE TO SERVE AS AN ANCHOR TRENCH. THE TRENCH SHALL BE FILLED AND COMPACTED TO THE SPECIFICATIONS OF STRUCTURAL FILL. SEE SPECIFICATIONS.
5. INSTALL 18" U ANCHORS IN 24" INCREMENTS ACROSS THE FLEXAMAT SECTION. INSTALL ANCHORS DIRECTLY BEHIND FIRST, EXPOSED ROW OF BLOCKS. U ANCHORS CONSISTS OF #2 REBAR U ANCHORS WITH 18" LEGS.

TYPICAL FLEX-A-MAT DETAIL
NOT TO SCALE

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Project Name

Mayfair 2nd Addition

Replat Eight

Subdivision Agreement Exhibits

Client Name

Hubbell Development Services

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
---	---	--

Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 04-20-23

Sheet Title

Preliminary Plat PCSMP

Sheet Number

Ex. E

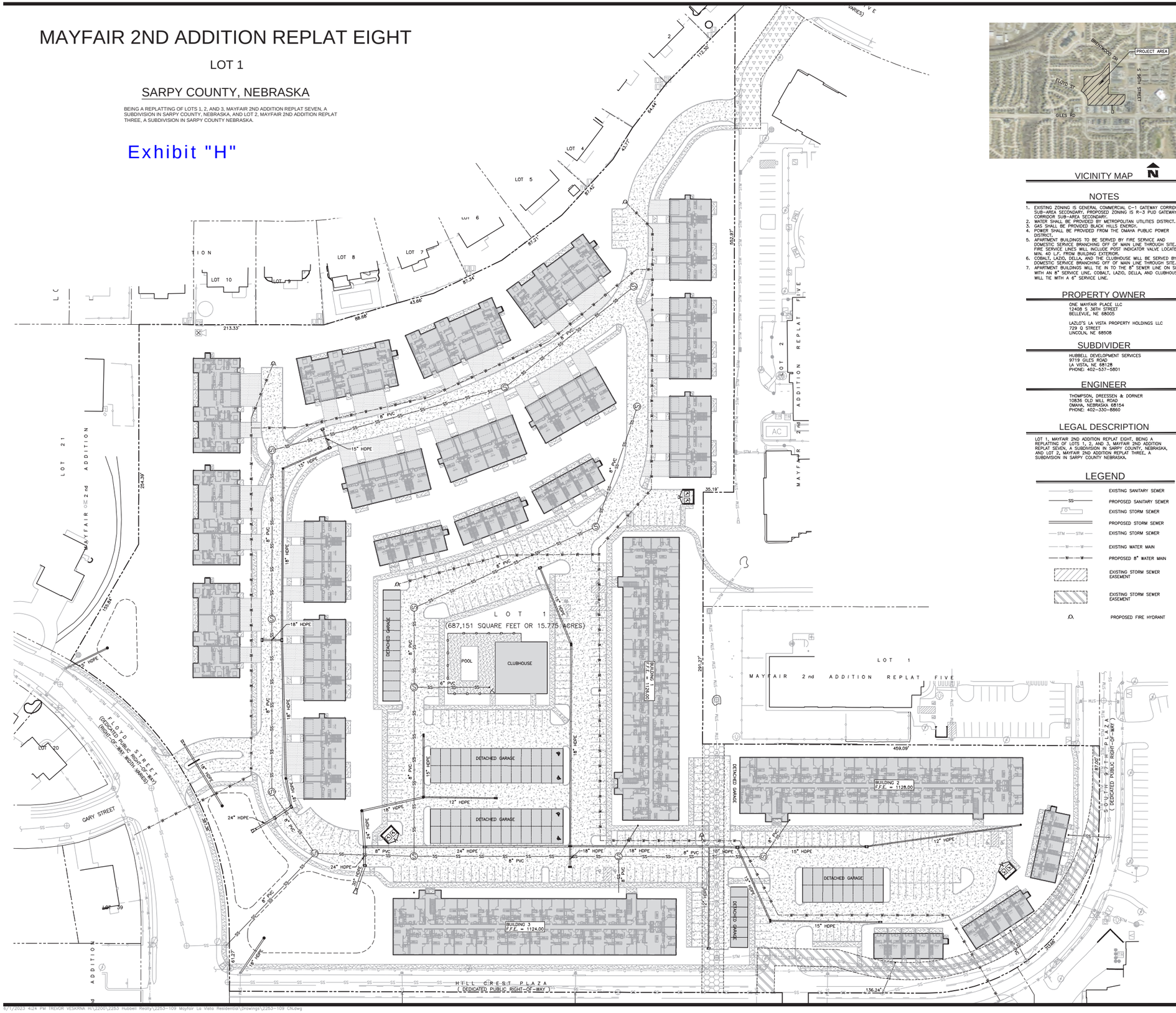
MAYFAIR 2ND ADDITION REPLAT EIGHT

LOT 1

SARPY COUNTY, NEBRASKA

BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

Exhibit "H"





VICINITY MAP

NOTES

1. EXISTING ZONING IS GENERAL COMMERCIAL C-1 GATEWAY CORRIDOR SUB-AREA SECONDARY. PROPOSED ZONING IS R-3 PUD GATEWAY CORRIDOR SUB-AREA SECONDARY.
2. WATER SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
3. GAS SHALL BE PROVIDED BLACK HILLS ENERGY.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. APARTMENT BUILDINGS TO BE SERVED BY FIRE SERVICE AND DOMESTIC SERVICE BRANCHING OFF OF MAIN LINE THROUGH SITE. FIRE SERVICE LINES WILL INCLUDE POST INDICATOR VALVE LOCATED MIN. 40' L.F. FROM BUILDING EXTERIOR.
6. COBALT, LAZIO, DELLA, AND THE CLUBHOUSE WILL BE SERVED BY DOMESTIC SERVICE BRANCHING OFF OF MAIN LINE THROUGH SITE.
7. APARTMENT BUILDINGS WILL TIE IN TO THE 8" SEWER LINE ON SITE WITH AN 8" SERVICE LINE. COBALT, LAZIO, DELLA, AND CLUBHOUSE WILL TIE WITH A 6" SERVICE LINE.

PROPERTY OWNER

ONE MAYFAIR PLACE LLC
12408 S 36TH STREET
BELLEVUE, NE 68005

LAZLO'S LA VISTA PROPERTY HOLDINGS LLC
729 Q STREET
LINCOLN, NE 68508

SUBDIVIDER

HUBBELL DEVELOPMENT SERVICES
9719 GILES ROAD
LA VISTA, NE 68128
PHONE: 402-537-5801

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

LOT 1, MAYFAIR 2ND ADDITION REPLAT EIGHT, BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

LEGEND

- SS — EXISTING SANITARY SEWER
- SS — PROPOSED SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- STM — STM — EXISTING STORM SEWER
- W — W — EXISTING WATER MAIN
- W — W — PROPOSED 8" WATER MAIN
- EXISTING STORM SEWER EASEMENT
- EXISTING STORM SEWER EASEMENT
- PROPOSED FIRE HYDRANT

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Project Name

Mayfair 2nd Addition

Replat Eight

Subdivision Agreement Exhibits

N

0' 20' 40'

Client Name

Hubbell Development Services

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1		--
2		--
3		--
4		--
5		--
6		--
7		--
8		--
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15		--
16		--
17		--
18		--
19		--
20		--

Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 04-20-23

Sheet Title

Preliminary Plat Utility Plan

Sheet Number

Ex. C

Exhibit "I"

LOT 1 MAYFAIR 2ND ADDITION REPLAT EIGHT
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 HRC Sagebrook Multifamily, LLC (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 Lot 1 Mayfair 2nd Addition Replat Eight, 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 Ill, 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 Lot 1 Mayfair 2nd Addition Replat Eight
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.

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

ATTEST:	CITY OF LA VISTA, a municipal corporation in the State of Nebraska
_____	_____
_____ PAMELA BUETHE, CITY CLERK	_____ DOUGLAS KINDIG, MAYOR

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____day of _____, 2022 before me, a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution therof to be their voluntary act and deed.

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

_____
Notary Public

HRC Sagebrook Multifamily, LLC, a Nebraska corporation

_____

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 HRC Sagebrook Multifamily, LLC a Nebraska corporation, 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 "J"

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

_____

_____

WHEREAS, HRC Sagebrook Multifamily, LLC (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development located at Lot 1 Mayfair 2nd Addition Replat Eight 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 facilities 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 or facilities 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 facilities and include a schedule for implementation of these practices. The BMP Maintenance Requirements shall indicate that the facility or facilities 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. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities 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 facilities whenever the City deems necessary. 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 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 or facilities within 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.

   The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities 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. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.
6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
7. 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 or facilities 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 costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.
8. 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.

9. 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 of Individual, Partnership and/or Corporation**
_____	_____
Name	**Name**
_____	_____
Title	**Title**
_____	_____
Signature	**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

Exhibit "B"
Insert BMP Maintenance Requirements

Name & Location

Project Name: _____

Address: _____

PCWP Project Number: _____

PCSMP Project Number: _____

Site Data

Total Site Area: _____

Total Disturbed Area: _____

Total Undisturbed Area: _____

Impervious Area Before Construction: _____

Impervious Area After Construction: _____

BMP Information

BMP ID	TYPE OF BMP	Northing/Easting

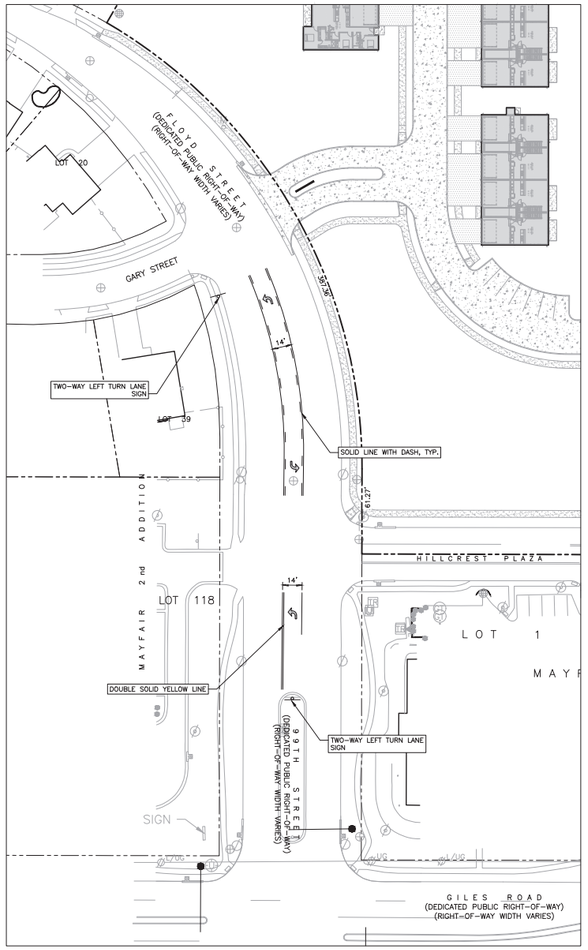
Routine Maintenance and Tasks Schedule

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.

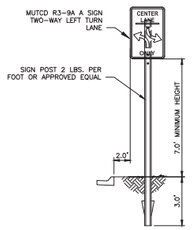
Exhibit "K"



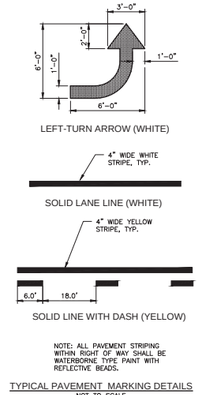
99TH STREET STRIPING PLAN
1" = 40'



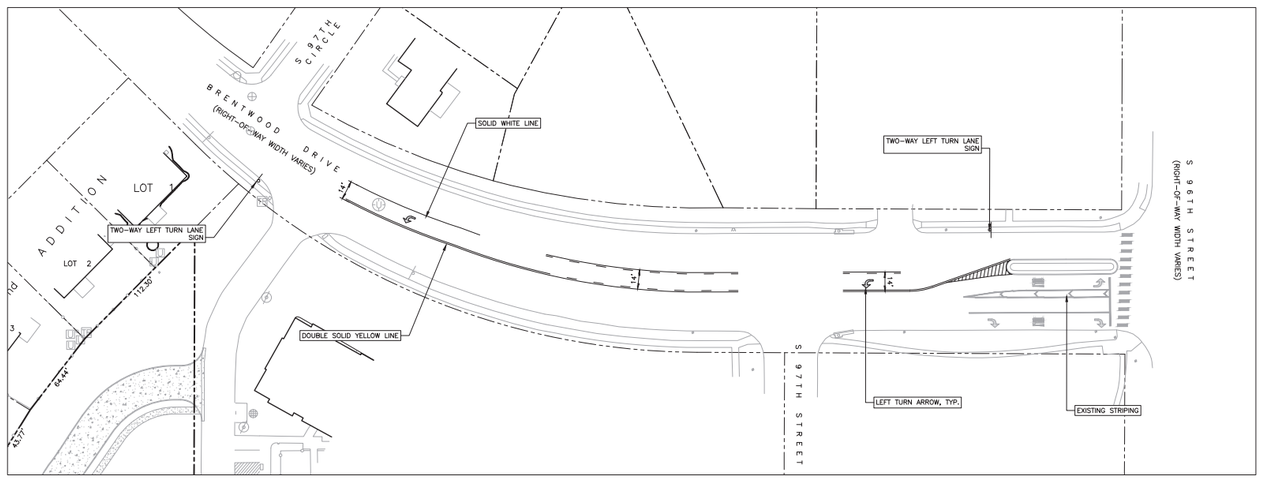
TWO-WAY LEFT TURN ONLY SIGN DETAIL
NOT TO SCALE



SIGN POST DETAIL
NOT TO SCALE



TYPICAL PAVEMENT MARKING DETAILS
NOT TO SCALE



BRENTWOOD DRIVE STRIPING PLAN
1" = 40'



VICINITY MAP

NOTES

1. PERMANENT PAINT MARKINGS AND SIGNAGE SHALL BE INSTALLED FOR A TWO-WAY LEFT-TURN LANE (TWLTL) ALONG 99TH STREET FROM SOUTH OF HILLCREST PLAZA TO SOUTH OF GARY STREET.
2. PERMANENT PAINT MARKINGS AND SIGNAGE SHALL BE INSTALLED FOR A TWO-WAY LEFT-TURN LANE (TWLTL) ALONG BRETWOOD DRIVE FROM EAST OF 97TH CIRCLE TO THE EXISTING STRIPING FOR THE 96TH STREET SIGNAL.
3. TRAFFIC SIGNAGE AND MARKINGS SHALL BE COORDINATED WITH THE LA VISTA PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.

PROPERTY OWNER

ONE MAYFAIR PLACE LLC
12408 S 36TH STREET
BELLEVUE, NE 68005

LAZLO'S LA VISTA PROPERTY HOLDINGS LLC
729 Q STREET
LINCOLN, NE 68508

SUBDIVIDER

HUBBELL DEVELOPMENT SERVICES
9719 GILES ROAD
LA VISTA, NE 68128
PHONE: 402-537-5801

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

LOT 1, MAYFAIR 2ND ADDITION REPLAT EIGHT, BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com
dba: TD2 Engineering and Surveying
NE CA-0199

Project Name

Mayfair 2nd Addition

Replat Eight

Project Location

99th & Hillcrest Plaza
La Vista, NE 68128

Client Name

Hubbell Development Services

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1		
2		
3		
4		
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Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 06-27-23

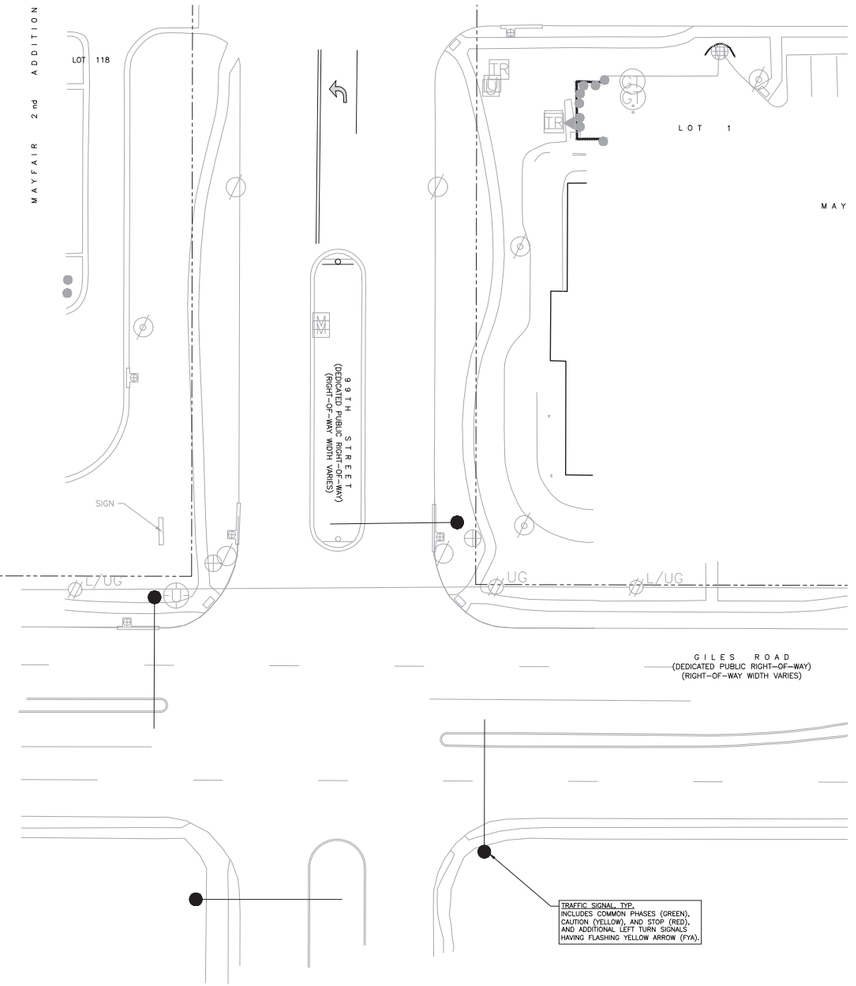
Sheet Title

Markings & Signage Exhibit for Two-Way Left-Turn Lanes

Sheet Number

Ex. K

Exhibit "L"



99TH & GILES ROAD SIGNALIZATION PLAN
1" = 20'



VICINITY MAP

N

NOTES

1. CITY AT ITS COST SHALL CONSTRUCT AND INSTALL, OR CAUSE THE CONSTRUCTION OR INSTALLATION OF, A TRAFFIC CONTROL SIGNAL ("SIGNAL") AT THE INTERSECTION OF 99TH STREET AND GILES ROAD. SIGNAL WILL INCLUDE COMMON PHASES (GREEN), CAUTION (YELLOW), AND STOP (RED), AND ADDITIONAL LEFT TURN SIGNALS HAVING FLASHING YELLOW ARROW (FYA) AND BOTH PROTECTED AND PERMISSIVE PHASES FOR EASTBOUND AND WESTBOUND TURN LANES; PROVIDED, HOWEVER, THAT SUCH PHASES FOR WESTBOUND TURN LANES SHALL BE INCLUDED ONLY IF WARRANTED BY A TRAFFIC STUDY. SUBDIVIDER SHALL PAY CITY 25% OF THE COST TO DESIGN AND CONSTRUCT SUCH SIGNAL, AS DETERMINED BY THE CITY ENGINEER.

PROPERTY OWNER

ONE MAYFAIR PLACE LLC
12408 S 36TH STREET
BELLEVUE, NE 68005

LAZLO'S LA VISTA PROPERTY HOLDINGS LLC
729 Q STREET
LINCOLN, NE 68508

SUBDIVIDER

HUBBELL DEVELOPMENT SERVICES
9719 GILES ROAD
LA VISTA, NE 68128
PHONE: 402-537-5801

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

LOT 1, MAYFAIR 2ND ADDITION REPLAT EIGHT, BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com
dba: TD2 Engineering and Surveying
NE CA-0199

Project Name

Mayfair 2nd Addition

Replat Eight

N

0' 15' 30'

Project Location

99th & Hillcrest Plaza
La Vista, NE 68128

Client Name

Hubbell Development Services

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
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Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 06-27-23

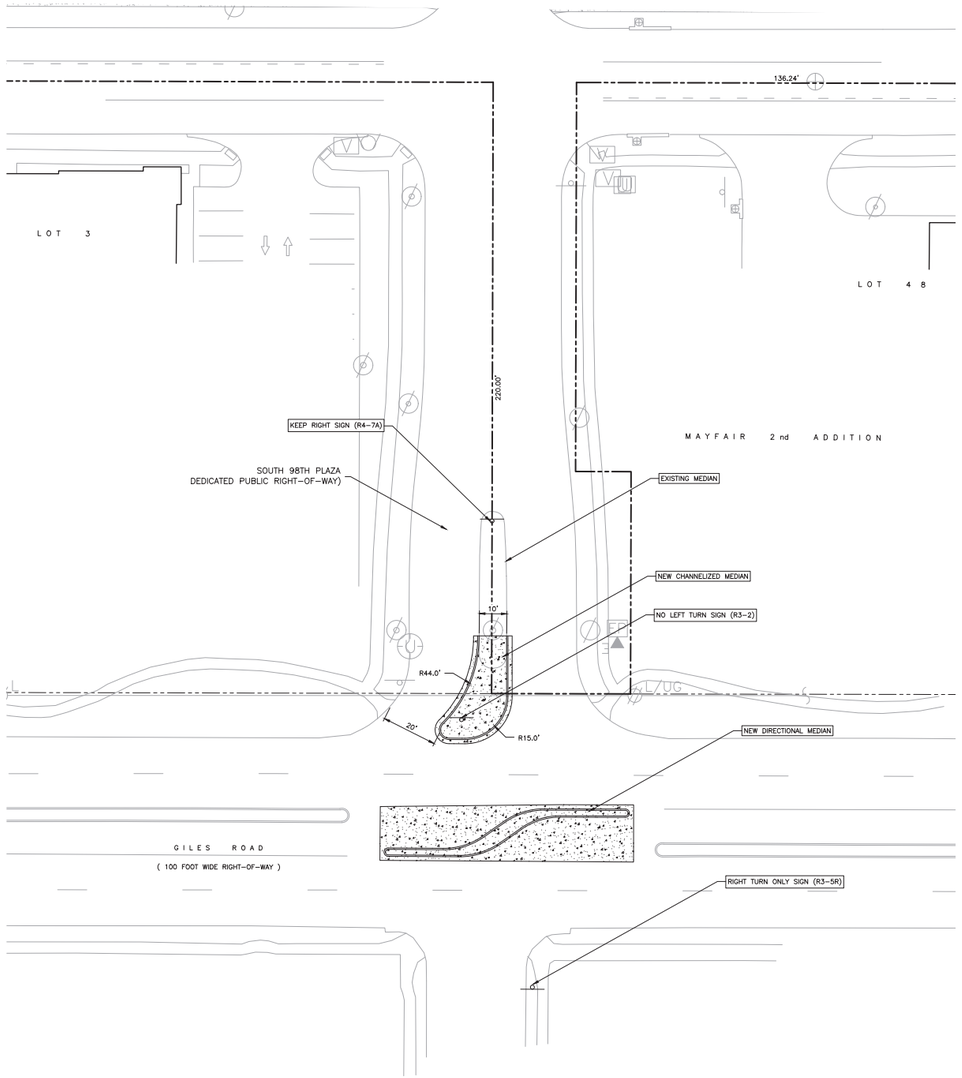
Sheet Title

99th Street & Giles Road Signal Exhibit

Sheet Number

Ex. L

Exhibit "M"





VICINITY MAP

NOTES

1. THE ACCESS OF THE INTERSECTION OF 98TH PLAZA AND GILES ROAD WILL BE LIMITED TO ¾ ACCESS (NO LEFT TURNS FROM 98TH PLAZA TO LOT 254, VAL VERDE) UNTIL FUTURE IMPROVEMENTS TO THE INTERSECTION OF 96TH STREET AND GILES ROAD ARE MADE, AT WHICH TIME THE ACCESS AT 98TH PLAZA AND GILES ROAD WILL BE LIMITED TO RIGHT-IN, RIGHT-OUT (RIRO) ONLY.
2. MEDIAN INSTALLATION AND SIGNAGE SHALL BE COORDINATED WITH THE LA VISTA PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.

PROPERTY OWNER

ONE MAYFAIR PLACE LLC
12408 S 36TH STREET
BELLEVUE, NE 68005

LAZLO'S LA VISTA PROPERTY HOLDINGS LLC
729 Q STREET
LINCOLN, NE 68508

SUBDIVIDER

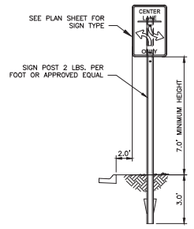
HUBBELL DEVELOPMENT SERVICES
9719 GILES ROAD
LA VISTA, NE 68128
PHONE: 402-537-5801

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGAL DESCRIPTION

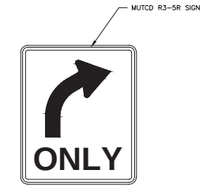
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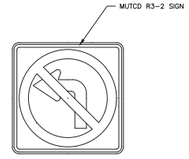
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NOT TO SCALE



KEEP RIGHT SIGN DETAIL
NOT TO SCALE



RIGHT TURN ONLY SIGN DETAIL
NOT TO SCALE



NO LEFT TURN SIGN DETAIL
NOT TO SCALE

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com
dba: TD2 Engineering and Surveying
NE CA-0199

Project Name

Mayfair 2nd Addition

Replat Eight

0' 10' 20'

Project Location

99th & Hillcrest Plaza
La Vista, NE 68128

Client Name

Hubbell Development Services

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
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Drawn By: TDV Reviewed By: DEK
Job No.: 2253-109 Date: 06-27-23

Sheet Title

Median & Signage Exhibit for 98th Plaza and Giles Road

Sheet Number

Ex. M

ITEM H

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 5, 2023 AGENDA

Subject:	Type:	Submitted By:
CONTINUATION OF THE ½ PERCENT SALES TAX	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

An ordinance has been prepared authorizing the continuation of the ½ percent sales and use tax originally imposed on October 1, 1990 and continued August 1, 2000, for an additional fifteen-year period beginning July 1, 2010 and continuing until July 1, 2025 and for an additional 30 years beginning July 1, 2025 and continuing until July 1, 2055.

FISCAL IMPACT

The ½ percent local option sales and use tax currently generates an average of $2.6 million annually for major street improvement projects and other capital improvements.

RECOMMENDATION

Approval.

BACKGROUND

In December of 1984, the City established a one- percent local option sales tax, which continues in perpetuity, and funds are used for the day-to-day cost of providing city services, such as police, fire, and public works.

On June 19, 1990, by Ordinance 504, the City adopted an additional ½ percent local option sales tax, following a successful referendum. The referendum included a "sunset" or end date of the ½ percent option on July 31, 2000. Those funds were dedicated by the City Council to be used for major street improvement projects and other capital improvements.

On November 3, 1998, the voters approved continuation of the ½ percent local option sales tax for an additional ten-year period. On January 19, 1999 by Ordinance 759 the City adopted the continuance of the additional ½ percent local option sales tax for an additional ten year period. On May 13, 2008 a referendum was passed by the voters to continue the additional ½ percent sales and use tax for an additional fifteen years. On August 19, 2008, by Ordinance 1071 the City adopted the continuance of the additional ½ percent local option sales tax for an additional fifteen year period.

On November 8, 2022 the voters approved continuation of the ½ percent local option sales tax for an additional thirty year period to be dedicated to major street improvement projects and other capital improvements.

ORDINANCE NO. _____

AN ORDINANCE CONTINUING THE TWO PERCENT (2 %) CITY SALES AND USE TAX ON ALL TRANSACTIONS WITHIN THE CITY OF LA VISTA AND WHICH THE STATE OF NEBRASKA IS AUTHORIZED TO IMPOSE A TAX; TO PROVIDE FOR THE EFFECTIVE DATE OF SUCH TAX; TO PROVIDE FOR THE ADMINISTRATION OF SUCH TAX; TO PROVIDE FOR THE SUNSET DATE OF THE ONE-HALF PERCENT (½ %) LOCAL OPTION SALES TAX PORTION OF SUCH SALES AND USE TAX; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, on November 20, 1984, the governing body of the City of La Vista passed Ordinance No. 363, imposing a perpetual one percent (1%) city sales and use tax on all transactions with the City of La Vista on which the State of Nebraska is authorized to impose a tax, which sales and use tax took effect on April 1, 1985; and

WHEREAS, on June 19, 1990, the governing body of the City of La Vista passed Ordinance No. 504, imposing an additional sales and use tax on one-half of one percent (½ %), effective October 1, 1990 and continuing until July 31, 2000; and

WHEREAS, on January 19, 1999, the governing body of the City of La Vista passed Ordinance No. 759, imposing for another ten-year period the additional sales and use tax of one-half of one percent (½ %), effective August 1, 2000 and continuing until July 31, 2010; and

WHEREAS, on November 21, 2000, the governing body of the City of La Vista passed Ordinance No. 822B to amend Sections 2 and 4 of Ordinance No. 759 to correct the sunset date for the one-half percent sales tax from July 31, 2010 to July 1, 2010 to conform said dates to Neb. Rev. Stat. Section 77-27,143.

WHEREAS, on August 19, 2008, the governing body of the City of La Vista passed Ordinance No. 1071 imposing for a fifteen-year period the additional sales and use tax of one-half percent (1/2%), effective July 1, 2010 and continuing until July 1, 2025

WHEREAS, by a majority vote of the qualified electors voting at the general election held November 8, 2022, the governing body of La Vista was authorized to continue the additional one half of one percent (½ %) sales and use tax originally imposed on October 1, 1990 and continued August 1, 2000 and continued on July 1, 2010, and continued for an additional thirty-year period beginning July 1, 2025; and

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF LA VISTA, SARPY COUNTY, NEBRASKA.

Section 1. Continuation of Tax. The one-half of one percent (½ %) additional sales and use tax imposed under Ordinance No. 504 and continued under Ordinance No. 759, as amended, and continued under Ordinance No. 1071 upon the same transactions within the corporate limits of the city of La Vista on which the State of Nebraska is authorized to impose a tax pursuant to the provisions of Nebraska Revenue Act of 1967, as amended from time to time, is hereby continued for an additional thirty (30) year period.

Section 2. Effective Date of Tax. The continuation of the additional one-half percent (½ %) sales and use tax herby originally levied under Ordinance No. 504 and continued under Ordinance No. 759, as amended, and continued under Ordinance No. 1071 shall take effect upon expiration of the current term of the levy of such tax, to wit on July 1, 2025 and shall apply to all taxable transactions on and after that date within the corporate limits of the City of La Vista, as said corporate limits may from time to time thereafter be constituted.

Section 3. Use of Revenue. All revenue generated by the additional one-half of one percent (½ %) sales and use tax imposed under Ordinance 504, continued under Ordinance No. 759, as amended, continued under Ordinance No. 1071 and continued by this Ordinance shall be used for major street improvement projects and other capital improvements.

Section 4. Sunset Date for Additional One-Half Percent (½ %) Local Option Sales Tax. The one-half percent (½ %) additional sales and use tax originally imposed under Ordinance No. 504, continued under Ordinance 759, as amended, continued under Ordinance 1071; and continued for an additional thirty years pursuant to this Ordinance shall end on July 1, 2055 unless a majority of the qualified electorate approve an extension thereof pursuant to the Local Option

Revenue Act, §§77-27,142 to 77-27, 148 Revised Statutes of Nebraska, as amended from time to time.

Section 5. Administration. The administration of the sales and use tax imposed hereby, the making of a return for ascertainment, assessment and collection and for the distribution of the taxes so imposed shall be as provided in the Local Option Revenue Act, §§77-27,142 to 77-27, 148 Revised Statutes of Nebraska, as amended from time to time.

Section 6. One Percent City Sales and Use Tax Unaffected. The one percent (1%) City sales and use tax imposed under Ordinance No. 363 is perpetual and unaffected by this Ordinance.

Section 7. One-half Percent City Sales and Use Tax Unaffected. The one-half per cent (1/2%) City sales and use tax imposed under Ordinance No. 1215 which began October 1, 2014, shall continue for a period of ten years after its effective date, unless bonds at any time are issued and some or all of the additional revenues from this additional tax are pledged for payment of said bonds, in which case the increased sales and use tax rate of an additional one-half of one percent (1/2%) shall remain in effect and additional revenues will be collected until payment in full of said bonds and any refunding bonds, whichever date is later, and is unaffected by this Ordinance.

Section 8. Effective Date of this Ordinance. This ordinance shall take effect and be fully enacted upon passage, approval and publication as provided by law. The tax hereby imposed shall take effect as provided in Section 2 hereof.

Section 9. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of the Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

PASSED AND APPROVED THIS 5TH DAY OF JULY 2023.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, MMC
City Clerk

ITEM I

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 5, 2023 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZATION TO INVEST CITY FUNDS WITH NEBRASKA CLASS TRUST	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MEG HARRIS FINANCE DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the City to enter into a Declaration of Trust and Interlocal Agreement to become a participant in the Nebraska Cooperative Liquid Assets Securities System Trust (Nebraska CLASS Trust).

FISCAL IMPACT

The City may invest excess funds with Nebraska CLASS Trust at a rate competitive with other investment options.

RECOMMENDATION

Approval.

BACKGROUND

Nebraska CLASS Trust is a program similar to NPAIT and NFIT to provide the City a flexible investment alternative for short term investment of funds.

An Information Statement is attached along with the Declaration of Trust and Interlocal Agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE CITY TO ENTER INTO A DECLARATION OF TRUST AND INTERLOCAL AGREEMENT TO BECOME A PARTICIPANT IN THE NEBRASKA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM TRUST (NEBRASKA CLASS TRUST).

WHEREAS, NEB. Const. art. XV, § 18(1) authorizes local government entities to exercise their powers and functions, including financing, jointly or in cooperation with other governmental entities and Nebraska law express allows public agencies to invest surplus or excess funds;

WHEREAS, NEB. REV. STAT. § 13-804 authorizes public agencies to enter into interlocal agreements in order for such agencies to take joint or cooperative action;

WHEREAS, the Nebraska Cooperative Liquid Assets Securities System Trust ("Nebraska CLASS Trust") has been formed pursuant to the provisions of the Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827;

WHEREAS, the Declaration of Trust and Interlocal Agreement and an Information Statement relating to the Nebraska CLASS Trust have been presented to this Governing Body;

WHEREAS, the Declaration of Trust authorizes public agencies to adopt and enter into the Declaration of Trust and become Participants of such trust;

WHEREAS, this Governing Body deems it advisable for this Public Agency to adopt and enter into the Declaration of Trust and become a participant of the Nebraska CLASS Trust for the purpose of the joint investment of this Public Agency's money with those other public agencies so as to enhance the investment earnings accruing to each such public agency,

NOW THEREFORE, be it resolved as follows:

1. This Public Agency shall and does hereby join with other Nebraska public agencies in accordance with the provisions of Nebraska law and in accordance with the Interlocal Cooperative Act, as applicable, by becoming a Participant of the Nebraska CLASS Trust, and the Declaration of Trust and Interlocal Agreement, as amended from time to time, is hereby adopted by this reference with the same effect as if it had been set out verbatim in this Resolution. A copy of the Declaration of Trust is attached hereto and incorporated herein by this reference and shall be filed with the minutes of the meeting at which this Resolution was adopted.
2. The Trustees of the Nebraska CLASS Trust are hereby designated as having official custody of this Public Agency's monies which are invested in accordance with the Declaration of Trust.
3. Authorization is hereby given for members of this Governing Body and officials of this Public Agency to serve as Trustees of the Nebraska CLASS Trust from time to time if elected as such pursuant to the Declaration of Trust.

4. The Key Contact and Authorized Signatories are those persons listed on the Trust Registration Form attached hereto and incorporated herein. The Authorized Signatories are authorized by the Participant to direct the investment of such Participants' investment funds and to take all such actions deemed necessary or desirable to carry out the activities otherwise authorized by this Resolution, subject to the Authorized Signatories' obligation to take such actions only in the name of and for the benefit of this Participant.
5. The Key Contact and Authorized Signatories may be changed from time to time by written notice to Nebraska CLASS.
6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution being the same are hereby rescinded.

PASSED AND APPROVED THIS 5TH DAY OF JULY 2023.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, MMC
City Clerk

K:\APPS\City Hall\23 FINAL RESOLUTIONS\23.
Authorize Investments In Nebraska Class 07.05.2023.Docx

Nebraska CLASS

Nebraska CLASS Information Statement

May 2023

Nebraska Cooperative Liquid Assets Securities System

The Nebraska Cooperative Liquid Assets Securities System ("Nebraska CLASS" or "Trust") was organized in 2023 pursuant to the laws of the state of Nebraska. The provisions of Neb. Rev. Stat. §§ 13-801 to 13-827 ("Interlocal Cooperation Act" or "Act") authorizes public agencies of the State of Nebraska to enter into interlocal agreements in order to take joint or cooperative action.

Nebraska CLASS is an Interlocal Agreement entered into for the purpose of providing for investment of public funds by public agencies. Such investments shall be made in accordance with Neb. Rev. Stat. §§ 13-801 et seq. and Neb. Const. art. XV, § 18(1) ("Authorizing Statutes").

The Trust was created as a service for Nebraska public agencies and intends to work with the various associations committed to these agencies. The Trust is a professionally managed local government investment pool trust fund available only to Nebraska public agencies.

The purpose of the Trust is to provide a convenient method for public agencies to pool their cash for temporary investment. The Trust seeks a high level of current income consistent with the preservation of capital and maintenance of liquidity.

Investment Policies

As of the date of this statement, the Trust currently offers one portfolio, the Nebraska CLASS Fund ("the Fund").

The portfolio composition of the Fund is restricted to the statutory investments allowed for Nebraska public agencies participating in the Trust.

Investments, Withdrawals, and Distributions

Investments and withdrawals are made at net asset value. Investments may be made via wire transfer or ACH funds. Withdrawals may be made via wire transfer, ACH funds, or transfer between Participants. Transactions may be initiated in writing or over the telephone. Distributions from the Trust's net income are declared daily and distributed monthly to the Participants.

Investment Advisor and Administrator

Public Trust Advisors, LLC (Public Trust), a Colorado Limited Liability Company with headquarters at 717 17th Street, Suite 1850, Denver, Colorado 80202, is the Investment Advisor and Administrator of the Trust. Public Trust has a local office at 16717 Grant St., Omaha, NE 68116.

Custodian

UMB Bank, N.A. (UMB Bank), which has its principal place of business at 1010 Grand Boulevard, Kansas City, MO 64106, is the primary Custodian for the Trust.

Further Information

For further information, please visit www.nebraskaclass.com or contact Nebraska CLASS at (866) 256-6460 or info@nebraskaclass.com.

This Information Statement and the financial statements that accompany it provide detailed information about the Trust and its policies. Please read them carefully. The information relating to the auditor and the legal counsel may be changed by the Board of Trustees from time-to-time.

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The Trust

The Trust was established on January 12, 2023, by the adoption of a Declaration of Trust and Interlocal Agreement ("Declaration"). The Declaration was adopted by the Board of Trustees ("Board") and the Participants. Public Agencies that participate in the program of the Trust are referred to as "Participants" in the Declaration and this Information Statement. The Declaration allows for any county, city, village, school district, any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of the State of Nebraska, and the Nebraska Investment Council to open an account and become a Participant. Each potential Participant receives a copy of the Declaration of Trust and Interlocal Agreement, the Information Statement, and current financial statements before becoming a Participant.

Investment Objective and Policies

The Trust provides a professionally managed investment program for Nebraska public agencies. The general objective of the Trust is to generate a high level of current income for the Participants while maintaining liquidity and preserving capital by investing only in instruments permitted by the Authorizing Statutes and the Trust's Investment Policy.

No assurance can be given that the Trust will achieve its investment objective or that any benefits described in this information statement will result from the investment of monies in the Trust.

Permitted Investments

The Trust is specifically designed for Nebraska public agencies. Accordingly, the Trust has limited its portfolio(s) and invests only in instruments permitted by the Authorizing Statutes. The Board maintains an Investment Policy for the Trust in this Information Statement. Participants receive 30 days prior notice of any changes to the Information Statement.

Investment Restrictions

The Trust may buy and sell and enter into agreements to buy and sell the permitted investments subject to the restrictions described below. These restrictions are fundamental to the operation and activities of the Trust and may not be changed without a majority vote of the Participants.

1. The Trust may not make any investment other than a permitted investment.
2. The Trust may not make any investment other than investments authorized by the statutes of the state of Nebraska as the same may be amended from time-to-time provided, however, the Board and the Trust shall not be responsible for insuring compliance with any investment restrictions provided for in a Participant's home rule charter or elsewhere.
3. The Trust may neither borrow money nor incur indebtedness whether or not the proceeds thereof are intended to be used to purchase permitted investments except as a temporary measure to facilitate withdrawal requests that might otherwise require unscheduled dispositions of portfolio investments and only to the extent permitted by law.
4. The Trust may not buy securities from or sell securities to the Administrator, the Investment Advisor, or any member of the Board ("Trustee"), or with any affiliate, officer, director, employee, or agent of any of them.
5. The Trust may not enter into any repurchase agreements for any securities that are not listed in the Permitted Investments section. In addition, all such agreements must be initially collateralized at 102% and additional securities must be provided

if the market value of the collateral falls below 101.5%.

Nebraska CLASS Fund Portfolio

The Trust currently offers one portfolio, the Nebraska CLASS Fund ("the Fund").

The Fund consists of instruments which Nebraska Public Agencies are presently permitted to invest per Nebraska Law and the Trust's investment policy, including:

- Investments and securities, the nature of which individuals of prudence, discretion, and intelligence acquire or retain in dealing with the property of another, except becoming a subscriber to the capital stock or owner of such stock, or any portion or interest therein of any railroad, or private corporation, or association prohibited by Article XI, Section 1, of the Nebraska Constitution;
- Securities issued or guaranteed as to payment of principal and interest by agencies or instrumentalities of the United States Government;
- Repurchase agreements secured by those securities which are also eligible under Nebraska Law;
- Certificates of deposit and time deposits in compliance with applicable laws;
- Any other investment type permitted by Nebraska Law.

Investment Risks

Participants should specifically consider the following risks before deciding to invest in the Nebraska CLASS fund. The following summary does not purport to be comprehensive or definitive of all risk factors.

Interest Rate Risks

The prices of the fixed-income securities in Nebraska CLASS will rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed-income securities fall. However, market factors, such as demand for particular fixed-income securities, may cause the price of certain fixed-income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed-income securities with longer maturities. The Investment Advisor will seek to manage this risk by purchasing short-term securities, generally with maturities of less than 397 days.

Credit Risks

Credit risk is the possibility that an issuer of a fixed-income security held in Nebraska CLASS will default on the security by failing to pay interest or principal when due. If an issuer defaults, Participants in Nebraska CLASS may incur losses. The Investment Advisor will seek to manage this risk by purchasing high quality. securities as determined by one or more Nationally Recognized Statistical Ratings Organizations and/or the Investment Advisor's credit research team.

Stable Net Asset Value Risks

Although Nebraska CLASS is managed to maintain a stable NAV of $1.00 per Share, there is no guarantee that it will be able to do so.

Investment Not Insured or Guaranteed

An investment in Nebraska CLASS is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Nebraska CLASS is invests in an underlying portfolio of U.S. Government Treasury securities, U.S. Government Agency Securities, high-rated Commercial Paper, money market funds and other similar short-term instruments.

Liquidity Risk

Liquidity risk is the degree to which an investment can be sold at or near its fair value. The size of a bond's market, the frequency of trades, the ease of valuation, and/or issue size can possibly impact liquidity risk.

Market Risk

Market risk is the risk that the value of securities owned goes up or down, sometimes rapidly and/or unpredictably, due to factors affecting securities markets generally or within particular industries.

Issuer Risk

The risk that the value of a security declines for a reason directly related to the issuer such as management performance, financial leverage, and reduced demand for the issuer's goods or services.

Default Risk

The risk that a bond issuer (or counterparty) will default by failing to repay principal and interest in a timely manner.

Loss of Principal

A Participant could lose money by investing in Nebraska CLASS.

Organizational Structure of the Trust

Participants

A public agency may become a Nebraska CLASS Participant by taking appropriate official action to adopt the Declaration of Trust and Interlocal Agreement, opening an account in the Trust, and maintaining a balance in the account. Each Participant appoints a Key Contact, and all official communications between the Trust and a Participant are through the Key Contact.

Board of Trustees and Officers

The Board is responsible for assuring compliance with the Declaration and the investment restrictions therein. The Board has the power to administer the Trust and the affairs of the Trust. The initial number of Trustees shall be three (3). The Board may, from time-to-time, increase the number of members of the Board and set initial terms for each additional Trustee, provided the number of Trustees shall not be less than three (3) or more than thirteen (13). Subject to the rights of the Participants as provided in the Declaration, the Board may perform such acts as in its sole judgment and discretion are necessary and proper for the administration of the Trust and the investment of the Trust property. The Board oversees, reviews, administers, and supervises the activities of all consultants and professional advisors to the Trust.

The Board shall appoint qualified Trustee representatives who are either the Key Contact of a Participant, a constitutional officer of the State of Nebraska or their designee, or a representative of an association comprising of Participants, either in whole or in part.

The term of office for a Trustee is three (3) years, and the terms are staggered so that at an equitable number of terms expire annually. Any vacancy will be filled by appointment by the remaining Trustees, and the Trustee so appointed serves for the balance of the term of the Trustee whose position became vacant.

The Trustees serve without compensation, but they are reimbursed for expenses incurred in connection with their duties as Trustees. The Trustees are not required to and do not devote their entire time to the affairs of the Trust.

The Trustees annually elect one of their numbers to serve as Chairman. They also elect a Vice Chairman and a Secretary/Treasurer. The present Board and officers of the Trust are listed in the financial statements and on the Trust website at www.nebraskaclass.com.

Advisors and Consultants to the Trust

The Board is responsible for the investments of the Trust and for the general administration of the business and affairs of the Trust; however, the Trustees are not required to

personally conduct all of the business of the Trust. Consistent with its ultimate responsibility, the Board has appointed an Administrator, an Investment Advisor, a Custodian, Legal Counsel, and an Independent Accountant. The Board may assign such duties to the Administrator, Investment Advisor and Custodian as it deems necessary or desirable for the efficient management of the Trust.

More specific information about the Trust's Administrator, Investment Advisor, Custodian, Legal Counsel, and Independent Accountants is set forth elsewhere in this Information Statement, in the financial statements, and on the Trust website at www.nebraskaclass.com.

Expenses of the Trust

The Trust has entered into an agreement with Public Trust Advisors, LLC (Public Trust), effective January, 12, 2023, whereby Public Trust is paid a fee, calculated daily and paid monthly, at the annual flat rate of up to 0.15 percent.

Public Trust is responsible for payment of the costs of operation of the Trust including, but not limited to, Administrator and Investment Advisor fees, Custodian fees, operations, and marketing expenses. Included in the costs paid by Public Trust are certain amounts that are agreed to each year for the payment of Trustee expenses, legal expenses, and expenses associated with association membership and sponsorship costs. If the actual cost for the total of those items exceeds the amount agreed to annually, Public Trust and the Trust will negotiate a fair and equitable allocation of the excess cost. Any expenses incurred by the Trust in excess of the fee paid to Public Trust are apportioned on a pro rata basis to the portfolio.

Income Allocations

All net income of the portfolio is determined as of the close of business each day (and at such other times as the Board may determine) and is credited pro rata to each Participant's Account within the Fund at month-end. The Fund accrues net income on a daily basis and pays interest income on a monthly basis.

Net income that has thus accrued to the Participants is converted as of the close of business at month-end into additional shares that are thereafter held in each Participant's account. Reinvested net income is converted into full and fractional shares at the rate of one share for each one dollar credited.

Net income for the Fund consists of (1) all accrued interest income on assets of the portfolio plus or minus (2) any amortized purchase discount or premium less (3) accrued expenses.

Account Activity

To become and remain an active Participant, an entity must maintain a minimum account balance of $1.00. There is no maximum account size. Participants may have more than one account. Investments may be made by ACH funds or wire transfer. The Trust intends to negotiate agreements for direct deposit of certain state and federal payments to public agencies so that Participants can realize immediate earnings on such moneys.

Investments received by the Trust by 1:00 p.m. CST will be invested along with the other funds in the portfolio. Funds received after 1:00 p.m. CST will be invested overnight by the Trust's Administrator via the Custodian Bank.

Withdrawals from Nebraska CLASS may be made by wire transfer, ACH funds, or transfer between Participants. Requests for withdrawal from accounts with pre-established wire instructions will be honored on a same day basis if received prior to 1:00 p.m. CST.

Notice of Large Withdrawals

The Trust requests 24-hour notice for wire transfer withdrawals of $5 million or more.

Computation of Yield

The Trust quotes a daily and seven-day average yield for the portfolio in reports and information published by the Trust. To obtain the daily yield, a daily yield factor is first calculated. The factor is the net income for that day divided by the number of shares outstanding. The factor is then multiplied by 365 (366 in a leap year) to produce the daily yield. The seven-day average yield is obtained by averaging the daily yield for seven identified, consecutive days. From time-to-time, the Trust may also quote its yield on other bases for the information of its Participants.

The yields quoted from time-to-time should not be considered a representation of the yield of the Trust in the future since the yield is not fixed. Actual yields will depend not only on the type, quality, and maturities of the investments held by the Trust and changes in interest rates on such investments but also on changes in the Trust's expenses during the period.

Yield information may be useful in reviewing the performance of the Fund and for providing a basis for comparison with other investment alternatives.

Determination of Net Asset Value

The Trust determines the net asset value of the shares of each portfolio as of the close of business of each day. The net asset value per share of each portfolio is computed by dividing the total value of the securities and other assets of the portfolios, less any liabilities, by the total outstanding shares of the portfolio. Liabilities, which include all expenses and fees of the Trust, are accrued daily.

For the purpose of calculating the portfolio's net asset value per share, the securities held by the portfolio are valued as follows: (1) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities; (2) all other securities and assets are valued at fair market value determined in good faith.

The result of this calculation is a share value that is rounded to the nearest penny. Accordingly, the price at which portfolio shares are sold and redeemed will not reflect net realized or unrealized gains or losses on portfolio securities that amount to less than $.005 per share. The Trust will endeavor to minimize the amount of such gains or losses. However, if net unrealized gains or losses should exceed $.005 per share, the portfolio's net asset value per share will change from $1.00 or be maintained at $1.00 per share by retention of earnings or the reduction, on a pro rata basis, of each Participant's shares in the event of losses or by a pro rata distribution to each Participant in the event of gains.

It is a fundamental policy of the Trust to maintain a net asset value of $1.00 per share, but for the reasons stated herein, there can be no assurance that the net asset value will not vary from $1.00 per share. The net asset value per share of the Trust may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities held by the Trust. The market value of such securities will vary inversely to changes in prevailing interest rates. Thus, if interest rates have increased from the time a security was purchased, such security, if sold, might be sold at a price less than its cost. Similarly, if interest rates have declined from the time a security was purchased, such security, if sold, might be sold at a price greater than its cost. If a security is held to maturity, no loss or gain is normally realized because of these fluctuations.

Suspension or Postponement of Payment

The Board may temporarily suspend the right of redemption or postpone the date of payment for the whole or any part of any

period during which (1) there shall have occurred any state of war, national emergency, banking moratorium, or suspension of payments by banks in the state of Nebraska, or any general suspension of trading or limitation of prices on the New York Stock Exchange or American Stock Exchange (other than customary weekend and holiday closings); or (2) any financial emergency situation exists as a result of which disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses that might be incurred or it is not reasonably practicable for the Trust fairly to determine the value of its net assets. Such suspension or postponement will not alter or affect a Participant's beneficial interests as measured by its shares or the accrued interest and earnings thereon. Such suspension of payment will take effect at such time as the Board shall specify, and thereafter there will be no right of redemption or payment until the Board shall declare the suspension or postponement at an end.

Portfolio Transactions

Subject to the general supervision of the Board, the Investment Advisor is responsible for placing the orders for portfolio transactions. The Trust's portfolio transactions occur only with broker dealers acting as principals. Such transactions are on a net basis and normally do not involve payment of brokerage commissions. Transactions with dealers normally reflect the spread between bid and asked prices.

Although the Trust does not ordinarily seek, but nonetheless may make, profits for the Trust through short-term trading, the Investment Advisor may, on behalf of the Trust, dispose of any portfolio investment prior to its maturity if such disposition is advisable. The Trust's policy of investing in instruments with maturities of less than one year will result in high portfolio turnover.

The Investment Advisor seeks to obtain the best net price and the most favorable execution of orders for the purchase and sale of portfolio securities. Portfolio investments will not be purchased from or sold to the Investment Advisor and Administrator, or any Trustee, or any affiliate, officer, director, employee, or agent of any of them.

Reports to Participants

Each Participant receives annual financial statements of the Trust, as well as a monthly statement of the Participant's account(s). The annual report issued as of September 30 includes audited Financial Statements of the Trust. The Trust's fiscal year ends on September 30 of each calendar year. Participants are advised to review the financial statements of the Trust that are furnished to them. The reports also include sufficient information to establish compliance with the investment policy established in the Declaration and other information required by Nebraska statute.

The Trust answers inquiries from Participants at any time during business hours. Inquiries may be made by email at info@nebraskaclass.com, via the Internet at www.nebraskaclass.com, or by phone at (866) 256-6460. The telefax number is (866) 256-6459. The mailing address is Nebraska CLASS, 717 17th Street, Suite 1850, Denver, Colorado 80202.

Summary of the Declaration of Trust and Interlocal Agreement

Each potential Participant receives a copy of the Declaration, this Information Statement, and current financial statements before becoming a Participant. Certain portions of the Declaration are summarized in this Information Statement. These summaries are qualified in their entirety by reference to the text of the Declaration.

Description of Shares

The Declaration provides that the beneficial interests of the Participants in the assets of

the Trust and the earnings thereon are, for convenience of reference, divided into shares that are used as units to measure the allocation of beneficial interest among the Participants. The Declaration authorizes an unlimited number of full and fractional shares of a single class, as well as adjustments in the total number of shares outstanding from time-to-time without changing their proportionate beneficial interest in the Trust in order to permit the Trust to maintain a constant net asset value of $1.00 per share. All shares participate equally in distributions and have equal liquidation and other rights. The shares have no preference, conversion, exchange, or preemptive rights. For all matters requiring a vote of Participants, each Participant, through its Key Contact, is entitled to one vote with respect to each matter, without regard to the number of shares held by the Participant.

Responsibility of Trustees, Officers, and Agents

No member of the Board, officer, or employee of the Trust is individually liable to the Trust, a Participant, an officer, an employee, advisor, consultant, or an agent of the Trust for any action unless it is taken or omitted in bad faith or constitutes willful misfeasance, gross negligence, or reckless disregard of their duties. The Trust will indemnify, to the extent of the earnings of the Trust, each Trustee and such officers or employees of the Trust designated by the Board to receive such indemnification, to the extent permitted by law, against all claims and liabilities to which they may become subject by reason of serving in such capacities for the Trust except in certain circumstances set forth in the Agreement. The name Nebraska Liquid Assets Securities System is the designated name of the Trust under its Declaration. The Board is authorized to use other designations, including Nebraska CLASS and NECLASS, and it may adopt such other name or names for the Trust as it deems proper. The Trust may hold property and conduct its activities under such designations or names. All persons dealing with the Trust must look solely to Trust Property for enforcement of any claims since the Trustees, officers, agents, and Participants do not assume any personal liability for obligations entered into on behalf of the Trust.

Termination of the Declaration of Trust and Interlocal Agreement

The Trust may be terminated by the vote of a majority of the Participants entitled to vote. Upon the termination of the Trust and after paying or adequately providing for the payment of all of its liabilities, and upon receipt of such releases, indemnities, and refunding agreements as it deems necessary for the Trust's protection, the Board may distribute the remaining Trust Property, in cash, among the Participants according to their respective proportionate beneficial interest.

Amendment of the Declaration of Trust and Interlocal Agreement

The Declaration may be amended by the vote of the Participants. From time-to-time, the Board may, by a two-thirds vote of the Trustees and after 30 days prior written notice to the Participants, amend or alter the provisions of the Declaration without the vote or assent of the Participants that the Board, in good faith, deems necessary or convenient for the administration and operation of the Trust or to the extent deemed by the Board to be necessary to conform the Declaration to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Board shall not be liable for failing to do so. However, no amendment may be made that would change any rights with respect to a Participant's shares, lessen the investment restrictions, change the limitations on personal liability of the Trustees, or change the prohibition of assessments upon the Participants.

The Investment Advisor and Administrator

Pursuant to an agreement with the Trust, Public Trust Advisors, LLC (Public Trust) serves as the Investment Advisor and Administrator of the Trust.

As Investment Advisor, Public Trust provides investment services to the Board. Public Trust is an investment advisory firm located in Denver, Colorado.

Public Trust is registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

As Administrator, Public Trust services all Participant accounts in the Trust, determines and allocates income of the Trust, provides certain written confirmation of the investment and withdrawal of funds by Participants, provides administrative personnel and facilities to the Trust, determines the net asset value of the Trust on a daily basis, and performs all related administrative services for the Trust. At least quarterly, the Administrator provides the Board with a detailed evaluation of the performance of the Trust based upon several factors. This evaluation includes a comparative analysis of the Trust's investment results in relation to industry standards such as the performance of comparable money market mutual funds and various indices of money market securities.

The agreement with Public Trust is not assignable and may be terminated without penalty on 90 days written notice at the option of the Trust or Public Trust.

The Trust is prohibited from buying securities from and selling securities to Public Trust and any of its affiliates.

Custodian

UMB Bank, N.A. ("UMB Bank") serves as Custodian for the Trust pursuant to a Custodian Agreement. UMB Bank acts as safekeeping agent for the Trust's investment portfolios and serves, in accordance with Nebraska statute, as the depository in connection with the direct investment and withdrawal mechanisms of the Trust. UMB Bank does not participate in the Trust's investment decision-making process.

On occasion, the Trust uses other custodians for some permitted investments such as tri-party repurchase agreements.

The Custodian Agreement remains in effect until terminated by either the Investment Advisor or the Custodian. The Agreement is not assignable without the prior written consent of the Trust's Investment Advisor and may be terminated without penalty on 90 days written notice at the option of the Investment Advisor or the Custodian.

Legal Counsel

As of the date of this statement, Bruning Law Group, LLC serves as Legal Counsel to the Trust.

Independent Accountants

At the present time, Cohen and Company serves as independent certified public accountants to audit the annual financial statements of the Trust. The audit contains statements of assets and liabilities, of operations, and of changes in net assets of the Trust prepared in conformity with generally accepted accounting principles. The opinion of the independent certified public accountant on such financial statements is based on an examination of the books and records of the Trust made in accordance with generally accepted auditing standards.

How to Open an Account

Any county, city, village, school district, any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of the State of Nebraska, and the Nebraska Investment Council may

join the Trust as a Participant and take advantage of the Trust's investment program.

Each public agency must adopt, execute, and provide to the Trust a certified copy of a resolution adopting the Agreement and naming a Key Contact to participate in the Trust. A model form of Resolution is contained on the back of the Trust Registration Form and is also available at www.nebraskaclass.com.

Potential Participants should email a completed Trust Registration Form and the Resolution described above to clientservices@nebraskaclass.com. Upon the Trust's receipt and acceptance of these documents, the Participant may make an initial investment of funds.

For more information regarding the use of any of the additional services available to Participants of the Trust, please call (866) 256-6460 or email info@nebraskaclass.com. Interested parties can also visit the Trust's website at www.nebraskaclass.com.

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Nebraska Class is not a bank. An investment in Nebraska CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although Nebraska CLASS seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses. External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

05/23 Managed by Public Trust Advisors, LLC

ITEM J

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 5, 2023 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – ICE MACHINE FOR THE LINK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the purchase of a Scotsman Ice Maker machine from Buller Fixture Company, Omaha, NE in an amount not to exceed $13,823.17.

FISCAL IMPACT

The FY23/FY24 Biennial Budget includes funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

An ice maker machine was originally included in the kitchen equipment proposed for the Link. During the design process this piece of equipment was removed as there was discussion regarding whether the beverage vendor would potentially provide it. The vendor does provide ice bins for storage, however they do not provide the actual ice maker machine. Consequently, the City needs to now purchase this equipment.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) SCOTSMAN ICE MAKER MACHINE FROM BULLER FIXTURE COMPANY, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED $13,823.17.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a one (1) Scotsman Ice Maker machine is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase, and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over $5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of a one (1) Scotsman Ice Maker machine from Buller Fixture Company, Omaha, Nebraska in an amount not to exceed $13,823.17.

PASSED AND APPROVED THIS 5TH DAY OF JULY 2023.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, MMC
City Clerk

K:\APPS\City Hall\23 FINAL RESOLUTIONS\23. Authorize Purchase - Ice Machine for the Link 07.05.2023.Docx

Quote

06/26/2023

BULLER FIXTURE COMPANY
A DIVISION OF CASH-WA DISTRIBUTING

To:
City of La Vista
Cody Meyer
9810 Hupp Drive
La Vista, NE 68128
402-331-8927 (Contact)

Project:
Central Park Pavilion & Site Improvements
8116 Park View Blvd.
ICE MACHINE
LaVista, NE 68128

From:
Buller Fixture Company
Paul Sinnott
6828 "L" Street
Omaha, NE 68117-1025
402-592-2601
402-592-2601 4116 (Contact)

Project Code: ICEMAKER

Note:
Price is good for 30 days. After 30 days, items may need to be re-quoted.

Item	Qty	Description	Sell	Sell Total
E-20.1S	1 ea	**ICE BIN FOR ICE MACHINES**	$2,176.08	$2,176.08
		Scotsman Model No. B948S Ice Bin, top-hinged front-opening door, 893 lb application capacity, for top-mounted ice maker, 48" width, metallic finish exterior, toolless removable baffle, polyurethane insulation, polyethylene liner, includes 6" legs, NSF, engineered and assembled in USA		
	1 ea	NOTE: Sale of this product must comply with Scotsman's MSRP Policy; contact your Scotsman representative for details		
	1 ea	3 year parts & labor warranties		
		FOUR WEEKS OUT		
E-20.2S	1 ea	**ICE MAKER, CUBE-STYLE**	$11,647.09	$11,647.09
		Scotsman Model No. MC1848SA-32 Prodigy ELITE® Ice Maker, cube style, air-cooled, self-contained condenser, production capacity up to 1909 lb/24 hours at 70°/50° (1426 lb AHRI certified at 90°/70°), small cube size, ICELINQ® mobile app, Bluetooth® connectivity, preservation mode, external bin full indicator, AutoAlert™ indicating lights, WaterSense adjustable purge control, one-touch cleaning, harvest assist, external removable air filters, unit specific QR code, stainless steel finish, AgION™ antimicrobial protection, 208-230v/60/1-ph, 23.3 amps, cULus, NSF, engineered and assembled in USA		
	1 ea	NOTE: Sale of this product must comply with Scotsman's MSRP Policy; contact your Scotsman representative for details		
	1 ea	3 year parts & labor warranties		
	1 ea	5 year parts & labor warranties on Evaporator		
	1 ea	5 year parts on compressor & condenser		
	1 ea	Everpure EV979590 E-SERIES 20" Prefilter System, E-SERIES 20", (1) Everpure® E-SERIES 20" course prefilter, 8.0 gpm, 3/4" inlet, 3/4" outlet (EV979590)		
	1 ea	Everpure EV932474 Insurice® Water Filtration System, Insurice® Triple-7SI, Triple, (3) 7SI Fibredyne® submicron cartridge (designed to prevent bacteria from entering and/reproducing in a hospital water system), outlet pressure gauge, 75,000 gallons, 10.5 gpm, 0.5 micron, 3/4" inlet, 3/4" outlet, NSF 42 & 53 (EV932474)		
	1 ea	Everpure This system requires (3) cartridges.		
	3 ea	Everpure EV960601 7SI Water Filter Cartridge, 7SI Cartridge, (1) 7SI Fibredyne® submicron cartridge, reduces particles & cysts, scale inhibitor, 25,000 gallons, 3.5 gpm, 0.5 micron, NSF 42 & 53 (EV960601)		
		FOUR WEEKS OUT		

Total $13,823.17

Prices Good Until: 07/26/2023

Standard Contract Terms & Conditions

All Quotations are subject to approval by the company. The above listed prices shall be firm for 30 days. Prices shown
in this quotation are specific items, quantities and lead times indicated.

Prices are subject to change if all of the items are not ordered, if quantities ordered differ or if adequate lead-time is
not allowed.

The prices shown in the quotation DO include delivery, assemble and set-in place of equipment.
The prices shown in the quotation DO include refrigeration installation and start-up for the walk-in coolers.
The prices shown in the quotation DO include installation and start-up of beer system.
The prices shown in the quotation DO include freight charges. This quotation does not include any fees for local permits or licenses that may be required by your municipality or state.

The prices shown in this quotation DO include applicable taxes, which will be added to our invoice unless a
valid certificate of exemption is provided by you. Please be advised that, under state law, some items may still be
taxable. In states where Buller Fixture is not registered to collect Sales Tax, it is the buyer's responsibility to pay
any applicable Use Tax due to the state.

Payment terms are 50% due at time of order, 45% due prior to delivery and 5% due based on customer terms. We
impose a surcharge on credit cards that is not greater than our cost of acceptance. please be advised that a 1.5% per
month FINANCE CHARGE will begin to accrue upon expiration of the above payment terms. This will amount
to 18% annually.

Acceptance_____
Date _____

Print Name _____

Company Name _____

Acceptance: _____
Date _____

Printed Name: _____
Date _____

Project Grand Total: _____

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $13,823.17