

LA VISTA CITY COUNCIL MEETING AGENDA
August 1, 2023
Immediately following adjournment of budget hearing
Harold “Andy” Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

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

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

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the July 18, 2023 City Council Meeting**
3. **Approval of the Minutes of the July 18, 2023 Budget Workshop**
4. **Approval of the Minutes of the July 6, 2023 Planning Commission Meeting**
5. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking Phase 1 – \$1665.85**
6. **Request for Payment – HDR Engineering – Professional Services – Project Management for Public Improvements – \$613.47**
7. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$3,541.25**
8. **Request for Payment – DLR Group – Professional Services – La Vista City Centre Parking Structure 2 – \$23,214.20**
9. **Request for Payment – Spencer Management, LLC – Professional Services – 2023 Pavement Rehabilitation and Resurfacing – \$306,539.46**
10. **Request for Payment – NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation - \$187,373.73**
11. **Request for Payment – JE Dunn Construction Co – Construction Services – Central Park Pavilion and Site Improvements – \$2,012,235.00**
12. **Approval of Claims**

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

B. Fiscal Years 23 & 24 Biennial Budget

1. **Appropriations Ordinance – Amend FY 23/24 Biennial Budget – First Reading**

C. Planned Unit Development – Lots 1 – 3 Southport East Replat Fifteen

1. **Public Hearing**
2. **Ordinance – Zoning Overlay**
3. **Ordinance – PUD Site Plan**

D. Conditional Use Permit – Lot 1 – Southport East Replat Fifteen – Holiday Inn Express

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

E. Conditional Use Permit – Lot 2 – Southport East Replat Fifteen – Residence Inn

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

F. Resolution – Application for Replat – Southport East Replat Fifteen

G. Approval of Class C Liquor License Application – Astro Theater, LLC dba The Astro & The Astro Amphitheater

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

H. Approval of Class C Liquor License Application – Lincoln’s City Centre, LLC dba The City Pub

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

I. Resolution – Authorize Purchase – Laptop Computer

- J. Resolution – Authorize Purchase – Wireless Access Points**
- K. Resolution – Approve Satellite Keno Location**
- L. 84th Street Redevelopment Area Phase 1 Tax Increment Financing Resolution Amendments (Action on this item will be taken by the Community Development Agency)**
 - 1. Resolution – City Centre Note 1A**
 - 2. Resolution – City Centre Note 1B**
- Comments from the Floor**
- Comments from Mayor and Council**
- Adjournment**

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

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MINUTE RECORD

No. 729 -- REDFIELD DIRECT E2106195KV

**LA VISTA CITY COUNCIL
MEETING
July 18, 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 July 18, 2023. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, City Engineer Dowse, Finance Director Harris, Director of Public Works Soucie, Deputy Community Development Solberg, 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 29, 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.

A. CONSENT AGENDA

1. **APPROVAL OF THE AGENDA AS PRESENTED**
2. **APPROVAL OF THE MINUTES OF THE JULY 5, 2023 CITY COUNCIL MEETING**
3. **MONTHLY FINANCIAL REPORT - MAY 2023**
4. **REQUEST FOR PAYMENT - HGM ASSOCIATES INC - PROFESSIONAL SERVICES - EAST LA VISTA SEWER AND PAVEMENT REHABILITATION - PHASE 2 FINAL DESIGN - \$43,419.40**
5. **REQUEST FOR PAYMENT - OLSSON, INC - PROFESSIONAL SERVICES - CITY PARK PAVILION TESTING - \$5,451.00**
6. **REQUEST FOR PAYMENT - SAMPSON CONSTRUCTION - CONSTRUCTION SERVICES - OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 2 - \$513,439.00**
7. **REQUEST FOR PAYMENT - NEBRASKA DEPT. OF TRANSPORTATION - CONSTRUCTION SERVICES - APPLEWOOD CREEK TRAIL - \$73,819.27**
8. **REQUEST FOR PAYMENT - BENESCH - PROFESSIONAL SERVICES - TERRY DR, LILLIAN AVE & S. 78TH ST PAVEMENT REHABILITATION - \$31,647.41**

9. APPROVAL OF CLAIMS

1-800 RADIATOR, maint.	534.00
4 SEASONS AWARDS, services	41.00
ACAPRICCIO DANCE CO, services	50.00
ACCO UNLIMITED CORP, supplies	962.45
ACTIVE NETWORK LLC, services	287.26
AKRS EQUIPMENT SOLUTIONS INC, maint.	197.02
ALFRED BENESCH & CO, services	1,654.18
AMAZON CAPITAL, supplies	518.99
AMERICAN LEGION POST 32, services	50.00
AMERICA'S FENCE STORE INC, supplies	5.60
ANDERSON AUTO GROUP LINCOLN, services	43,949.00
ARNOLD MOTOR SUPPLY, maint.	28.70
BLAINE KRIZOVSKI, services	125.00
CENTURY LINK/LUMEN, phones	353.73
CINTAS CORP, services	1,881.93
CITY OF PAVILLION, services	241,422.00
CNA SURETY, services	1,177.50
COMP CHOICE INC, services	445.00
CONCRETE SUPPLY, services	2,706.19
CONTROL MASTERS INC, supplies	270.08

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CORNHUSKER INTL TRUCKS INC, maint.	7,692.87
COX COMMUNICATIONS, services	467.15
D & K PRODUCTS, supplies	2,576.20
DATASHIELD CORP, services	20.00
DEMCO INC, supplies	180.24
DIAMOND BLADE DISTRIBUTORS, supplies	243.95
DIAMOND VOGEL PAINTS, supplies	208.00
EBSCO INFORMATION, services	931.00
ECHO GROUP INC, supplies	177.87
ESSENTIAL SCREENS, services	459.28
EYMAN PLUMBING INC, bld&grnds	2,697.55
FAC PRINT & PROMO CO, supplies	882.00
FIKES COMMERCIAL, supplies	62.00
FINDAWAY WORLD, books	309.98
FIRST WIRELESS INC, services	29.90
FLAGSHOOTER INC, supplies	332.88
FNIC, services	6,730.75
GREAT PLAINS COMMUNICATION, services	777.60
GREATAMERICA FINANCIAL, services	128.65
HARM'S CONCRETE INC, services	470.54
HITOUCH BUSINESS SERVICES, supplies	126.00
HONEYMAN RENT, services	473.12
ICMA MEMBERSHIP RENEWALS, dues	200.00
INGRAM LIBRARY SERVICES, books	1,496.73
J & J SMALL ENGINE, services	192.80
JEFF QUINN, services	250.00
KANOPY INC, services	124.00
LABRIE, DONALD P, services	150.00
LAMP RYNEARSON & ASSOC, services	789.70
LARSEN SUPPLY CO, supplies	431.49
LARSON, CRYSTAL, supplies	234.00
LIBRARY IDEAS LLC, media	100.50
LOGAN CONTRACTORS, supplies	74.85
LOWE'S, supplies	255.52
MCGRATH CONSULTING GROUP INC, services	5,000.00
MENARDS-BELLEVUE, bld&grnds	305.82
MENARDS-RALSTON, supplies	1,004.15
METRO COMM COLLEGE, services	15,661.14
MUD, utilities	461.39
MID-AMERICAN BENEFITS INC, services	4,400.13
MID-IOWA SOLID WASTE EQUIP CO, maint.	184.00
MOTOROLA SOLUTIONS INC, services	39,929.58
MPLC (MOTION PICTURE LICENSING COR), services	425.17
MURPHY TRACTOR/POWERPLAN, supplies	28.73
MUZZY ICE SERVICE INC, supplies	270.00
NE DEPT OF REVENUE, sales tax	944.29
NEBR IOWA INDL FASTENERS INC, supplies	8.55
NMC GROUP INC, supplies	168.94
NORM'S DOOR SERVICE, bld&grnds	1,715.00
OCLC INC, services	2,151.92
OFFICE DEPOT INC, supplies	80.85
OMAHA COMPOUND CO, supplies	78.23
OPPD, utilities	42,316.08
OMAHA WINNELSON SUPPLY, bld&grnds	23.04
OMNI ENGINEERING, services	382.85
O'REILLY AUTO PARTS, maint.	1,672.66
PAPILLION LA VISTA SCHOOLS, services	300.00
PAPILLION SANITATION, services	571.06

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PAYROLL MAXX, payroll & taxes	511,011.67
PORT-A-JOHNS, services	1,080.00
PRIMA DISTRIBUTION INC, sup[pl]ies	150.01
RDG PLANNING & DESIGN, services	21,960.83
RED WING, apparel	150.00
RIVER CITY RECYCLING, services	144.00
ROBERT HALF, services	5,430.83
SARPY CHAMBER OF COMMERCE, services	1,375.00
SARPY COUNTY COURTHOUSE, serices	4,496.00
SARPY COUNTY ECONOMIC DEV. CORP, services	25.00
SHI INTERNATIONAL CORP, services	1,734.76
SIRCHIE ACQUISITION CO, services	51.84
SOUTHERN UNIFORM , apparel	118.75
STRAIGHT-LINE STRIPING, services	17,550.00
THE COLONIAL PRESS, services	165.93
THE SCHEMMER ASSOCIATES INC, services	1,277.50
THE WALDINGER CORP, bld&grnds	489.00
THIELE GEOTECH INC, services	915.00
TRANS UNION RISK, services	75.00
VAN-WALL EQUIPMENT INC, supplies	35.88
VERIZON CONNECT FLEET, phones	608.00
VERIZON WIRELESS. phones	365.59
VOIANCE LANGUAGE, services	25.00
WALMART, supplies	2,275.55
WELDON PARTS INC, maint.	144.00
WESTLAKE HARDWARE, supplies	1,578.97
WHITE CAP LP, apparel	3,497.55
WOODHOUSE FORD OF OMAHA, maint.	149.12

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Police Captain Barcal introduced Officer Tiberi and new K-9 Flex.

Assistant City Administrator Ramirez reported that a Recreation Director has been hired, Heather Buller from Killeen, Texas.

Deputy Director of Public Works Calentine provided updates on resurfacing projects.

B. ORDINANCE – BOND ISSUANCE – HIGHWAY ALLOCATION FUND PLEDGE BOND

Councilmember Thomas introduced Ordinance No. 1488 entitled: AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS OF THE CITY OF LA VISTA, NEBRASKA, IN ONE OR MORE SERIES, IN THE AGGREGATE STATED PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,500,000, IN ONE OR MORE SERIES, FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN STREET IMPROVEMENTS AND RELATED IMPROVEMENTS WITHIN THE CITY; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS IF NECESSARY; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET OR ELECTRONIC FORM; AND RELATED MATTERS.

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Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Sell made a motion to approve final reading and adopt Ordinance 1488. Councilmember Thomas seconded the motion. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. RESOLUTION – APPROVE PROFESSIONAL SERVICES AGREEMENT – PUBLIC PARKING SERVICES

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-082 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ABM INDUSTRY GROUPS, LLC, RALSTON, NEBRASKA, FOR PUBLIC PARKING SERVICES IN AN AMOUNT NOT TO EXCEED \$216,218.00.

WHEREAS, the City Council of the City of La Vista has determined that public parking services are necessary for Parking Structure No.1, Parking Structure No. 2, and on-street public parking areas in the City Centre development; and

WHEREAS, the Off-Street Parking Fund includes funding for these services; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of a professional services agreement with ABM Industry Groups, LLC, Ralston, Nebraska, for public parking services in an amount not to exceed \$216,218.00.

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

D. RESOLUTION – APPROVE COUNCIL POLICY STATEMENT – RULES & REGULATIONS FOR USE OF THE LINK

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-083 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A NEW COUNCIL POLICY STATEMENT.

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

WHEREAS, a new Council Policy Statements has been prepared regarding rules and regulations for use of the Link and it has been reviewed by the City Administrator, Finance Director, City Attorney, Assistant Recreation Director and Events Coordinator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Council Policy Statement regarding rules and regulations for use of the Link subject to any such changes/modifications by the City Attorney and City Administrator, and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

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

E. ORDINANCE – AMEND MASTER FEE ORDINANCE – PARKING FEES AND LINK USAGE BASE FEE

Councilmember Thomas introduced Ordinance No. 1489 entitled: AN ORDINANCE TO AMEND ORDINANCE NO.1475, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Frederick moved that the statutory rule requiring reading on three different days be suspended. Councilmember Thomas seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Frederick made a motion to approve final reading and adopt Ordinance 1489. Councilmember Thomas seconded the motion. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

F. RESOLUTION – AUTHORIZE PURCHASE – MOBILE STAGE

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-084 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 20'x16' MOBILE STAGE FROM ASTRA STAGES, PITTSBURGH, KS IN AN AMOUNT NOT TO EXCEED \$61,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a one (1) 20'x16' Mobile Stage is necessary; and

WHEREAS, the FY23 Capital 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) 20'x16' Mobile Stage from Astra Stages, Pittsburgh, KS in an amount not to exceed \$61,000.00.

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

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G. RESOLUTION -- AUTHORIZE PURCHASE -- PUBLIC SAFETY SOFTWARE

Councilmember Quick introduced and moved for the adoption of Resolution No. 23-085 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF LEFTA SYSTEMS SHIELD SUITE AND COMMAND CENTER, JACKSONVILLE, FL IN AN AMOUNT NOT TO EXCEED \$7,000.00.

WHEREAS, the City Council of the City of La Vista has determined the purchase of LEFTA Systems SHIELD Suite & Command Center is necessary, and

WHEREAS, the FY23/FY24 General Fund provides funding for the proposed purchase, and

WHEREAS, LEFTA Systems is a sole source vendor and will extend that price to the City of La Vista, and

WHEREAS, LEFTA Systems is a highly qualified specialty public safety software provider, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires 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 LEFTA Systems SHIELD Suite & Command Center from LEFTA Systems, Jacksonville, FL in an amount not to exceed \$7,000.00.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig recognized a Boy Scout who was in attendance and working on his Citizenship Badge.

Councilmember Frederick inquired about fiber optics work and who residents should reach out to for questions or concerns. City Engineer Dowse said to contact Public Works or Allo.

K. EXECUTIVE SESSION -- CONTRACT NEGOTIATIONS

At 6:39 p.m. Councilmember Quick made a motion to go into executive session for protection of the public interest for contract negotiations. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 6:47 p.m. the Council came out of executive session. Councilmember Quick made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

At 6:47 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

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PASSED AND APPROVED THIS 1ST DAY OF AUGUST 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING BUDGET WORKSHOP July 18, 2023

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session immediately following the City Council meeting at 6:54 p.m. on July 18, 2023. Present were Councilmembers, Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, City Engineer Dowse, Finance Director Harris, Director of Public Works Soucie, Deputy Community Development Solberg, 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 29, 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 is 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.

I. CALL TO ORDER

Mayor Kindig called the meeting to order.

II. ANNOUNCEMENT OF LOCATION OF POSTED OPEN MEETINGS ACT

Mayor Kindig announced the location of the posted open meetings act and location of emergency exits.

III. INTRODUCTION – MID-BIENNIAL BUDGET

Finance Director Harris introduced the Mid-Biennial Budget.

IV. MID-BIENNIAL BUDGET OVERVIEW

Finance Director Harris presented changes in the Mid-Biennial Budget. Council discussion was held.

V. COMMENTS FROM THE FLOOR

There were no comments from the floor.

VI. COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and City Council.

VII. ADJOURNMENT

At 8:02 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

PASSED AND APPROVED THIS 1ST DAY OF AUGUST 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, JULY 6 AT 6:30 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, July 6, 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, Jason Dale, John Gahan, Josh Frey

ABSENT: Mike Circo

STAFF PRESENT: Bruce Fountain, Community Development Director; Chris Solberg, Deputy Community Development Director; Cale Brodersen, Associate City Planner; Lydia McCasland, Permit Tech; 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 June, 15, 2023

Motion: Malmquist moved, seconded by Krzywicki, to **approve** the June 15, 2023, minutes.

RESULT:	Motion carried 6-0-2
MOTION BY:	Malmquist
SECONDED BY:	Krzywicki
AYES:	Krzywicki, Alexander, Sargus, Malmquist, Frey, Coghlan,
NAYS:	None
ABSTAINED:	Dale, Gahan
ABSENT:	Circo

2. Old Business

None.

3. New Business

A. Planned Unit Development – REV Development – Lots 5 & 6 Southport East

- i. **Staff Report – Christopher Solberg, Deputy Community Development Director:**
Solberg introduced the development proposal and explained that the four applications being reviewed tonight (PUD site plan and zoning overlay, conditional use permits for two hotels, and a replat of lots 5 & 6 Southport East) are all in relation to the same development. He stated that city staff worked with the developer to ensure conformance with all of the City’s regulations, and that they are just starting the design review process for the two hotels.

Staff recommended approval of the PUD site plan and zoning overlay for a commercial development on Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the PUD request is consistent with the Comprehensive Plan and the Zoning Ordinance.

- ii. **Public Hearing:** Derek Zimmerman, General Counsel representing REV Development, introduced himself and described the development which will include two hotels and a retail building. Zimmerman mentioned that a user has not yet been identified for the retail building and that it will be developed in the future. He stated that they plan to start construction on the two hotels this year [2023].

Chair Sargus opened the Public Hearing.

Krzywicki moved, seconded by Gahan to close the public hearing.

RESULT:	Motion carried 8-0
MOTION BY:	Krzywicki
SECONDED BY:	Gahan
AYES:	Coghlan, Dale, Gahan, Krzywicki, Alexander, Sargus, Malmquist, Frey
NAYS:	None
ABSTAINED:	None
ABSENT:	Circo

Chair Sargus closed the Public Hearing.

Dale asked if either hotel would have event space. Zimmerman replied that the Residence Inn will have a conference center space, but that the Holiday Inn would not have a formal event space.

- iii. **Recommendation:** *Krzywicki* moved, seconded by *Frey* to recommend **approval** of the PUD site plan and zoning overlay for a commercial development on Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the PUD request is consistent with the Comprehensive Plan and the Zoning Ordinance.

RESULT:	Motion carried 8-0
MOTION BY:	Krzywicki
SECONDED BY:	Frey
AYES:	Coghlan, Dale, Gahan, Krzywicki, Alexander, Sargus, Malmquist, Frey
NAYS:	None
ABSTAINED:	None
ABSENT:	Circo

B. Conditional Use Permit for Holiday Inn Express Hotel – REV Development – Lots 5 & 6 Southport East

- i. **Staff Report – Christopher Solberg, Deputy Community Development Director:** Solberg showed the Planning Commission the site plan for the development and identified the location for the proposed Holiday Inn on the northernmost lot. Solberg also showed the Planning Commission the preliminary exterior building elevations.

Staff recommended approval, of the Conditional Use Permit for a hotel on parts of Lots 5 and 6 Southport East, to be replatted as Lot 1 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Conditional Use Permit request is consistent with the Comprehensive Plan and the Zoning Ordinance.

- ii. **Public Hearing:**

Chair Sargus opened the Public Hearing.

Coghlan moved, seconded by *Frey* to close the public hearing.

RESULT:	Motion carried 8-0
MOTION BY:	Coghlan

SECONDED BY:	Frey
AYES:	Coghlan, Dale, Gahan, Krzywicki, Alexander, Sargus, Malmquist, Frey
NAYS:	None
ABSTAINED:	None
ABSENT:	Circo

Chair Sargus closed the Public Hearing.

Krzywicki asked if any of the parking on the retail lot was going to be developed with the first phase of the development for overflow parking in case events were held at the hotel and simultaneously all of the rooms were booked up.

Zimmerman said that the parking provided on each lot exceeds the amount required, but that they do intend to build some of the parking on the lot for the future retail building along with the construction of the first phase, in order to have some overflow parking.

- iii. **Recommendation:** Malmquist moved, seconded by Frey to recommend **approval** of the Conditional Use Permit for a hotel on parts of Lots 5 and 6 Southport East, to be replatted as Lot 1 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Conditional Use Permit request is consistent with the Comprehensive Plan and the Zoning Ordinance.

RESULT:	Motion carried 8-0
MOTION BY:	Malmquist
SECONDED BY:	Frey
AYES:	Coghlan, Dale, Gahan, Krzywicki, Alexander, Sargus, Malmquist, Frey
NAYS:	None
ABSTAINED:	None
ABSENT:	Circo

C. Conditional Use Permit for a Residence Inn Hotel – REV Development – Lots 5 & 6 Southport East

- i. **Staff Report – Christopher Solberg, Deputy Community Development Director:** Solberg identified the location for the proposed Residence Inn Hotel on the site plan for the Planning Commission, and he showed the exterior building elevations.

Staff recommended approval of the Conditional Use Permit for a hotel on parts of Lots 5 and 6 Southport East, to be replatted as Lot 2 Southport East Replat 15, contingent

upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Conditional Use Permit request is consistent with the Comprehensive Plan and the Zoning Ordinance.

ii. Public Hearing:

Chair Sargus opened the Public Hearing.

Gahan moved, seconded by *Alexander* to close the public hearing.

RESULT:	Motion carried 8-0
MOTION BY:	Gahan
SECONDED BY:	Alexander
AYES:	Coghlan, Dale, Gahan, Krzywicki, Alexander, Sargus, Malmquist, Frey
NAYS:	None
ABSTAINED:	None
ABSENT:	Circo

Chair Sargus closed the Public Hearing.

iii. Recommendation: *Krzywicki* moved, seconded by *Frey* recommend **approval** of the Conditional Use Permit for a hotel on parts of Lots 5 and 6 Southport East, to be replatted as Lot 2 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Conditional Use Permit request is consistent with the Comprehensive Plan and the Zoning Ordinance.

RESULT:	Motion carried 8-0
MOTION BY:	Krzywicki
SECONDED BY:	Frey
AYES:	Coghlan, Dale, Gahan, Krzywicki, Alexander, Sargus, Malmquist, Frey
NAYS:	None
ABSTAINED:	None
ABSENT:	Circo

D. Southport East Replat Fifteen - REV Development – Lots 5 & 6 Southport East

i. Staff Report – Christopher Solberg, Deputy Community Development Director:

Staff recommended approval of the Replat of Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.

- ii. **Recommendation:** Coghlan moved, seconded by Malmquist, recommend **approval** of the Replat of Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.

RESULT:	Motion carried 8-0
MOTION BY:	Coghlan
SECONDED BY:	Malmquist
AYES:	Coghlan, Dale, Gahan, Krzywicki, Alexander, Sargus, Malmquist, Frey
NAYS:	None
ABSTAINED:	None
ABSENT:	Circo

4. Comments from the Floor

None.

5. Comments from the Planning Commission

None.

6. Comments from the Staff

Fountain updated the Commission on the applications that they recently reviewed for a housing development in Mayfair, and let them know that they were approved by City Council.

Fountain disclosed that Austin Partridge has resigned his position as a Planning Commission member as he is moving away from La Vista.

Fountain introduced the newest team member of the Community Development Department, Lydia McCasland, who has replaced Meghan Engberg as the Permit Technician.

7. Adjournment

Chairman Sargus adjourned the meeting at 6:48 p.m.

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chair

Date



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

June 30, 2023
 Project No: R3003.066.01
 Invoice No: 54582

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

Professional Services through June 30, 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	80.6724	196,840.65	195,200.00	1,640.65
Total Fee	892,330.00		845,170.65	843,530.00	1,640.65
Total Fee					1,640.65

Reimbursable Expenses

Printing					25.20
Total Reimbursables					25.20
					25.20

Billing Limits

	Current	Prior	To-Date
Expenses	25.20	1,561.89	1,587.09
Limit			8,600.00
Remaining			7,012.91

Total this Invoice \$1,665.85

Outstanding Invoices

Number	Date	Balance
54299	5/31/2023	21,960.83
Total		21,960.83

Rita Ramirez
 7-21-23
 16.71.0917.000 PARK 18001





Invoice

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

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

Reference Invoice Number with Payment

HDR Invoice No. 1200535531
 Invoice Date 06-JUL-2023
 Invoice Amount Due \$613.47
 Payment Terms 30 NET

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

RRamirez@cityoflavista.org

Project Management for Services for Public Improvements and Other Works.

Purchase Order : 20-008348

Professional Services
 From: 04-JUN-2023 To: 01-JUL-2023

Professional Services Summarization	Hours	Billing Rate	Amount
Project Controller	0.50		65.37
Project Manager	2.00		540.24
	2.50		\$605.61
Total Professional Services			\$605.61

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	12		7.86
Total Expenses			\$7.86

Amount Due This Invoice (USD) \$613.47

Fee Amount	\$670,695.00
Fee Invoiced to Date	\$545,538.08
Fee Remaining	\$125,156.92

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

R. Ramirez
 7-21-23
 16.53.0303.000

Invoice

HDR Invoice No. 1200535531
 Invoice Date 06-JUL-2023

Professional Services and Expense Detail				
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	1.0	Task Description:	Project Management	
Professional Services		Hours	Billing Rate	Amount
Project Controller	Sayler, Jonathan James	0.50	130.74	65.37
Project Manager	Koenig, Christopher J	2.00	270.12	540.24
		2.50		\$605.61
Total Professional Services				\$605.61
Expense		Qty	Billing Rate	Amount
Mileage Personal	Koenig, Christopher J	12.00	0.655	7.86
Total Expense				\$7.86
Total Task				\$613.47

Invoice

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

olsson

July 19, 2023
 Invoice No: 463629

Pat Dowse
 City Engineer
 City of La Vista NE
 8116 Park View Blvd
 La Vista, NE 68128-2198

Invoice Total	\$3,541.25
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Olsson Project # 022-03277 La Vista City Park Pavilion Testing
 Professional services rendered through July 8, 2023 for work completed in accordance with our Agreement dated June 1, 2022.

Phase	100	Earthwork			
Labor					
			Hours	Rate	Amount
Technician			3.25	60.00	195.00
	Totals		3.25		195.00
	Total Labor				195.00
				Total this Phase	\$195.00

Phase	300	Concrete			
Labor					
			Hours	Rate	Amount
Technician			15.00	60.00	900.00
Lab Tech Support			5.25		0.00
	Totals		20.25		900.00
	Total Labor				900.00

Unit Billing

Field Vehicle 1196		29.0 Miles @ 0.75	21.75
Field Vehicle 1435		21.0 Miles @ 0.75	15.75
Compressive Strength - Concrete			
6/2/2023	5 Tests @ \$17/Test		85.00
6/7/2023	6 Tests @ \$17/Test		102.00
6/7/2023	6 Tests @ \$17/Test		102.00
6/7/2023	6 Tests @ \$17/Test		102.00
6/7/2023	6 Tests @ \$17/Test		102.00
6/7/2023	6 Tests @ \$17/Test		102.00
6/9/2023	5 Tests @ \$17/Test		85.00
6/19/2023	5 Tests @ \$17/Test		85.00
6/20/2023	5 Tests @ \$17/Test		85.00
6/23/2023	5 Tests @ \$17/Test		85.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	022-03277	La Vista City Park Pavilion Testing	Invoice	463629
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6/23/2023	5 Tests @ \$17/Test	85.00	
	Total Units	1,057.50	1,057.50
Total this Phase			\$1,957.50

Phase	400	Project Management		
Labor				
			Hours	Rate
Project Manager			4.25	115.00
				Amount
				488.75
	Totals		4.25	488.75
	Total Labor			488.75
Total this Phase				\$488.75

Phase	500	SWPPP		
Fee				
Number of internal units		1.00		
Fee Each		900.00		
Subtotal		900.00		
		Subtotal		900.00
Total this Phase				\$900.00

AMOUNT DUE THIS INVOICE **\$3,541.25**

Outstanding Invoices			
Number	Date	Balance	
460797	6/26/2023	5,451.00	
Total		5,451.00	

*OH TO PAY
PMD 7/25/23
16.71. 0917.000 - PARK 18001*

Email invoices to: pdowse@cityoflavista.org.

Authorized By: Douglas Carey

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Invoice

DLRGROUP

6457 Frances Street, Suite 200
 Omaha, NE 68106
 402-393-4100 Fax 402-393-8747

Pat Dowse
 Director Public Works
 City of La Vista
 Email Inv: pdowse@cityoflavista.org
 City of La Vista
 8116 Park View Boulevard
 La Vista, NE 68128-2198

July 07, 2023
 Project No: 10-17105-41
 Invoice No: 0220837

Project 10-17105-41 La Vista City Cntr Parking Structure2 CS

Billing Period: June 01, 2023 to June 30, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Services	198,750.00	93.00	184,837.50	178,875.00	5,962.50
Add Service for PT Opening	4,500.00	100.00	4,500.00	4,500.00	0.00
Amendment 009	4,500.00	100.00	4,500.00	4,500.00	0.00
Amendment 10-1	15,725.00	100.00	15,725.00	0.00	15,725.00
Amendment 10-2	10,500.00	0.00	0.00	0.00	0.00
Total Fee	233,975.00		209,562.50	187,875.00	21,687.50
Total Fee					21,687.50

Consultants

Olsson, Inc				1,514.25	
Total Consultants				1,514.25	1,514.25

Reimbursable Expenses

Travel Expenses-Mileage				12.45	
Total Reimbursables				12.45	12.45

Billing Limits

	Current	Prior	To-Date
[Consultants] Limit	1,514.25	126,451.52	127,965.77
Remaining			136,350.50
Expenses Limit	12.45	440.70	8,384.73
Remaining			453.15
			2,000.00
			1,546.85

Total this Invoice

\$23,214.20

Outstanding Invoices

Number	Date	Balance
0217277	4/7/2023	7,211.77
0218179	5/10/2023	8,775.36
0219241	5/31/2023	17,930.09
217277A	4/7/2023	21,986.25
219241A	5/31/2023	1,710.15
Total		57,613.62

OK TO PAY
 PMD 7/25/23
 15-71.0917.ccc - CMOV18002



City of La Vista

Detailed Payment

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

Description	M376(407) City of La Vista- 2023 Pavement Rehabilitation and Resurfacing	Percent Complete By Value	63.7%
Payment Number	2 Week Ending 6/24/2023	Percent Complete By Time	59.0%
Prime Contractor	Spencer Management LLC	Contract Status	Under Const
Total Contract Value	\$1,287,407.64		
Retainage To Date	\$82,041.79 10%	Contractors Working	
Total Amount Due	\$738,376.11	Sun:	No
Previous Payment	\$431,836.65	Mon:	Yes
Current Payment	\$306,539.46 - PAY THIS AMOUNT	Tues:	Yes
		Wed:	Yes
		Thur:	Yes
		Fri:	Yes
		Sat:	No

[Handwritten Signature] 7.7.2023
 Contractor/Date

George Giese
Digitally signed by George Giese
 DN: cn=George Giese, o=City of La Vista, ou=City of La Vista, email=ggiese@cityoflavista.com, c=US

Project Representative/Date

[Handwritten Signature] 7/25/23
 Project Manager/Date

City Construction Engineer/Date

OK TO PAY
 PMD 7/25/23
 05-71.0917.000 - STREET 23012



City of La Vista Public Works Department

Detailed Payment

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

Description M376(407) City of La Vista- 2023 Pavement Rehabilitation and Resurfacing
Payment Number 2
Pay Period 05/28/2023 to 06/24/2023
Prime Contractor Spencer Management LLC
Payment Status Pending
Awarded Project Amount \$1,287,407.64
Authorized Amount \$1,287,407.64

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Unit Quantity Billed To Date	Current Payment Amount	Total Payment Amount
Section: 1 - M376(407)- Terry Dr, Lillian Ave, 78th St										
0001	101.003	EA	\$50.000	11.000	0.000	4.000	4.000	4.000	\$0.00	\$200.00
CURB INLET PROTECTION										
0002	102.001	EA	\$100.000	41.000	34.000	10.000	44.000	44.000	\$3,400.00	\$4,400.00
CLEARING AND GRUBBING PER INTERSECTION CORNER										
0003	102.3	HOUR	\$50.000	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TRIM TREE ROOT										

Line Number	Quantity	Unit	Unit Price	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity
0004	103.17	SF	\$50.000	30.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND RESET EXISTING RETAINING WALL											
0005	103.41	LF	\$45.000	12.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND RELOCATE FENCE											
0006	105.003	SY	\$3.920	28,435.000	25,481.000	0.000	25,481.000	25,481.000		\$99,885.52	\$99,885.52
PERFORM 2" COLD--PLANING-ASPHALT											
0007	105.013	SY	\$5.000	400.000	288.000	0.000	288.000	288.000		\$1,440.00	\$1,440.00
PERFORM 2" COLD PLANING-CONCRETE											
0008	105.14	SF	\$2.500	30.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE SIDEWALK											
0009	201.1	CY	\$16.000	15.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EXCAVATION HAUL-OFF											
0010	201.3	CY	\$21.000	15.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EMBANKMENT - BORROW											
0011	301.004	SY	\$18.000	74.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 4" AGGREGATE SUBBASE COURSE											
0012	401.001	TON	\$132.190	2,608.759	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT ASPHALT SURFACE COURSE, TYPE SPR FINE (PG64-34)											
0013	401.04	TON	\$218.380	45.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT ASPHALTIC CONCRETE FOR PAVEMENT REPAIR, TYPE SPR (PG64-34)											
0014	501.0	SY	\$78.000	2,527.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR											

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

06/27/2023

Page 2 of 9

Line Number	Item ID	Unit	Estimate	Quantity	Unit Price	Subtotal	Quantity	Unit Price	Subtotal	Quantity	Unit Price	Subtotal
0015	501.001	SY	\$82.000	1,501.000	1,130.000	1,145.000	2,275.000	2,275.000	\$92,660.00			\$186,550.00
CONSTRUCT 9-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR												
0016	501.003	SY	\$94.000	299.000	0.000	320.000	320.000	320.000	\$0.00			\$30,080.00
CONSTRUCT 11-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR												
0017	501.4	EA	\$725.000	13.000	2.000	1.000	3.000	3.000	\$1,450.00			\$2,175.00
ADJUST UTILITY VALVE TO GRADE												
0018	501.45	EA	\$800.000	33.000	1.000	2.000	3.000	3.000	\$800.00			\$2,400.00
ADJUST UTILITY MANHOLE TO GRADE												
0019	503.1	SF	\$12.000	100.000	60.000	12.000	72.000	72.000	\$720.00			\$864.00
CONSTRUCT SIDEWALK CURB WALL												
0020	503.202	SF	\$7.500	295.000	0.000	0.000	0.000	0.000	\$0.00			\$0.00
CONSTRUCT 6-INCH IMPRINTED PCC SURFACING												
0021	504.0	SF	\$14.750	1,739.000	557.000	240.000	797.000	797.000	\$8,215.75			\$11,755.75
CONSTRUCT PCC CURB RAMP												
0022	504.1	SF	\$30.000	376.000	208.000	88.000	296.000	296.000	\$6,240.00			\$8,880.00
CONSTRUCT DETECTABLE WARNING PANEL												
0023	605.0	SF	\$40.000	200.000	0.000	0.000	0.000	0.000	\$0.00			\$0.00
CONSTRUCT SEGMENTAL RETAINING WALL												
0024	607.0	CY	\$2,000.000	6.000	0.000	0.000	0.000	0.000	\$0.00			\$0.00
CONSTRUCT REINFORCED PCC RETAINING WALL												
0025	802.7	SY	\$12.000	29.000	0.000	0.000	0.000	0.000	\$0.00			\$0.00
INSTALL SODDING												

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

06/27/2023

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Line Number	Item ID	Unit	Unit Price	Approved Quantity	Contract Quantity	Quantity	Quantity	Quantity	Quantity	Amount	Amount
0026	803.202	SY	\$2.750	49.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - TYPE B											
0027	905.05	LF	\$5.950	147.500	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 5" WHITE											
0028	905.08	LF	\$12.850	56.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 12" WHITE											
0029	905.1	LF	\$29.250	168.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 24" WHITE											
0030	905.12	LF	\$5.950	240.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 5" YELLOW											
0031	906.101	DAY	\$55.000	7.000	0.000	7.000	7.000	7.000	7.000	\$0.00	\$385.00
FURNISH FLASHING ARROW PANEL											
0032	906.401	EA	\$55.000	41.000	39.000	0.000	39.000	39.000	39.000	\$2,145.00	\$2,145.00
PROVIDE TEMPORARY TRAFFIC CONTROL - PER INTERSECTION CORNER											
0033	1002.1	LF	\$32.000	1,179.000	2,527.000	1,301.000	3,828.000	3,828.000	3,828.000	\$80,864.00	\$122,496.00
REPAIR CURB AND GUTTER											
0034	1002.101	SY	\$62.000	63.000	66.000	18.000	84.000	84.000	84.000	\$4,092.00	\$5,208.00
REPAIR DRIVEWAY											
0035	1004.4	EA	\$3,000.000	8.000	0.000	3.000	3.000	3.000	3.000	\$0.00	\$9,000.00
REMOVE AND REPLACE PRECAST INLET TOP											
0036	1102.0	EA	\$53.000	4.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND INSTALL NEW SPRINKLER SYSTEM HEAD											

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

06/27/2023

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Line Number	Item ID	Unit	Amount	Quantity	Rate	Quantity	Quantity	Quantity	Quantity	Amount	Amount
0037	1109.0	LS	\$38,000.000	1.000	0.000	1.000	1.000	1.000	1.000	\$0.00	\$38,000.00
MOBILIZATION/DEMObILIZATION											
0038	1110.05	EA	\$300.000	4.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TOWING											
0039	8000.016	EA	\$4,000.000	6.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RECONSTRUCT INLET											
0040	8000.03	EA	\$2,650.000	2.000	0.000	1.000	1.000	1.000	1.000	\$0.00	\$2,650.00
PROVIDE TEMPORARY TRAFFIC CONTROL- PER SEGMENT											
0041	8000.04	HR	\$85.000	14.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RENTAL OF LOADER, FULLY OPERATED											
0042	8000.041	HR	\$85.000	14.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RENTAL OF SKID LOADER, FULLY OPERATED											
0043	8000.042	HR	\$95.000	14.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RENTAL OF DUMP TRUCK, FULLY OPERATED											
0044	9000.001	SF	\$6.500	2,816.000	5,735.250	2,201.000	7,936.250	7,936.250		\$37,279.13	\$51,585.63
REPAIR 4" CONCRETE SIDEWALK											
0045	9000.002	SF	\$7.500	21.333	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REPAIR 6" CONCRETE SIDEWALK											
0046	9000.003	SY	\$78.000	1,620.795	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT CONCRETE BASE REPAIR (TYPE L65)											
0047	9000.004	SY	\$87.000	499.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ONE-DAY CONCRETE COMPRESSIVE STRENGTH PAYMENT											

Detailed Payment:

0048	9000.005	EACH	\$2.500	4,499.000	172.000	131.000	303.000	303.000	\$430.00	\$757.50
EPOXY COATED TIE BARS										
0049	9000.006	LB	\$3.000	2,938.000	326.000	0.000	326.000	326.000	\$978.00	\$978.00
CAST IRON										
Section Totals:									\$340,599.40	\$581,835.40
Section: 2 - Crestview Heights										
0050	101.003	EA	\$50.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CURB INLET PROTECTION - CRESTVIEW HEIGHTS										
0051	102.3	HOUR	\$50.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TRIM TREE ROOT - CRESTVIEW HEIGHTS										
0052	301.004	SY	\$18.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 4" AGGREGATE SUBBASE COURSE - CRESTVIEW HEIGHTS										
0053	501	SY	\$78.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR - CRESTVIEW HEIGHTS										
0054	501.001	SY	\$82.000	1.000	0.000	2,859.000	2,859.000	2,859.000	\$0.00	\$234,438.00
CONSTRUCT 9-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR - CRESTVIEW HEIGHTS										
0055	501.003	SY	\$94.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 11-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR - CRESTVIEW HEIGHTS										
0056	501.4	EA	\$725.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ADJUST UTILITY VALVE TO GRADE - CRESTVIEW HEIGHTS										
0057	501.45	EA	\$800.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ADJUST UTILITY MANHOLE TO GRADE - CRESTVIEW HEIGHTS										

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

06/27/2023

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Line Number	Item ID	Unit	Estimate	Quantity	Unit Price	Amount	Quantity	Unit Price	Amount	Quantity	Unit Price	Amount
0058	802.7	SY	\$12.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL SODDING - CRESTVIEW HEIGHTS												
0059	803.202	SY	\$2.750	1.000	0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - TYPE B - CRESTVIEW HEIGHTS												
0060	906.101	DAY	\$55.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FURNISH FLASHING ARROW PANEL - CRESTVIEW HEIGHTS												
0061	1002.1	LF	\$32.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REPAIR CURB AND GUTTER - CRESTVIEW HEIGHTS												
0062	1002.101	SY	\$62.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REPAIR DRIVEWAY - CRESTVIEW HEIGHTS												
0063	1004.4	EA	\$3,000.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND REPLACE PRECAST INLET TOP - CRESTVIEW HEIGHTS												
0064	1102	EA	\$53.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND INSTALL NEW SPRINKLER SYSTEM HEAD - CRESTVIEW HEIGHTS												
0065	1110.05	EA	\$300.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TOWING - CRESTVIEW HEIGHTS												
0066	8000.03	EA	\$2,650.000	1.000	0.000	1.000	1.000	1.000	1.000	1.000	\$0.00	\$2,650.00
PROVIDE TEMPORARY TRAFFIC CONTROL- PER SEGMENT - CRESTVIEW HEIGHTS												
0067	8000.04	HR	\$85.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RENTAL OF LOADER, FULLY OPERATED - CRESTVIEW HEIGHTS												
0068	8000.041	HR	\$85.000	1.000	0.000	15.200	15.200	15.200	15.200	15.200	\$0.00	\$1,292.00
RENTAL OF SKID LOADER, FULLY OPERATED - CRESTVIEW HEIGHTS												

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

06/27/2023

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Line Number	Item	Unit	Unit Price	Quantity	Amount	Amount	Amount	Amount	Amount	Amount	
0069	8000.042	HR	\$95.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
RENTAL OF DUMP TRUCK, FULLY OPERATED - CRESTVIEW HEIGHTS											
0070	9000.004	SY	\$87.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
ONE-DAY CONCRETE COMPRESSIVE STRENGTH PAYMENT - CRESTVIEW HEIGHTS											
0071	9000.005	EACH	\$2.500	1.000	0.000	81.000	81.000	81.000	\$0.00	\$202.50	
EPOXY COATED TIE BARS - CRESTVIEW HEIGHTS											
0072	9000.006	LB	\$3.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
CAST IRON - CRESTVIEW HEIGHTS											
									Section Totals:	\$0.00	\$238,582.50
									Total Payments:	\$340,599.40	\$820,417.90

Time Charges

Time Item	Start Date	End Date	Days	Amount	Amount	Amount
2023 City of La Vista- Pavement Rehabilitation and Resurfacing Completion Date	08/05/ 2023	08/05/2023	N/A	\$0.00	N/A	42.0 Days \$0.00
					Total Damages:	\$0.00

Summary

Current Approved Work:	\$340,599.40
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$34,059.94
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$306,539.46
Previous Payment:	\$431,836.65

Approved Work To Date:	\$820,417.90
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$82,041.79
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$738,376.11
Previous Payments To Date:	\$431,836.65

Funding Details

Crestview Heights:	\$0.00
M376(407)- Terry Dr, Lillian Ave, 78th St:	\$340,599.40
Current Payment:	\$340,599.40

Crestview Heights To Date:	\$238,582.50
M376(407)- Terry Dr, Lillian Ave, 78th St To Date:	\$581,835.40
Payments To Date:	\$820,417.90

WEEKLY PROGRESS REPORT

CONTRACTOR NL & L - *ATI TO NLHL*

PROJECT East La Vista Sewer and Pavement Rehab.

WEEK ENDING DATE 07/22/23

PROJECT NO. M376(228)

PROJECT STATUS: IN PROGRESS

REPORT NO. 16

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY	
SUNDAY 07/16/23	No work on Sunday's	0	Y	Paving - Total Value of Work This Period	\$3,104.00
				Sewer - Total Value of Work This Period	\$15,205.34
				Paving - Total Value of Work To Date	\$227,909.34
				Sewer - Total Value of Work To Date	\$263,365.66
MONDAY 07/17/23	Temp 86/64 light rain in the morning, NLL 0700-1730, HGM 0800-1700, Omaha rescheduled to mid August after La Vista dr from Florence to Josephine is ready, Main point repair at MH 7040 towards 7030 on La Vista dr can be repaired with the CIPP process - per contractor. Serv lat repairs at 7323 and 7319. Pay Items: #2S rem pavement 57.63 SY, #33 rem serv lat 26 ft, #34 inst serv lat 26 ft, #52 temp egg surf 34.51 tons	10	Y	Pro-rated Adjustment to Value of Stored Materials This Period	\$0.00
				Total Value of Stored Materials Remaining To Date	\$0.00
TUESDAY 07/18/23	Temp 86/63, light rain early morning 0700-0930. NLL 0700 - 1730, HGM 0800-1630, Cont serv lat repair at 7316, 7308 and 7307 La Vista Dr. 7308 has new 4" pipe to main at MH 7060, CCTV on new pipe, good connection no repair needed, 7307 laps existing MH 7060 BOC no pair required. Pay Items: #2s rem pavement 36.63 sy, #33 rem serv lat 11', #34 inst serv lat 11', #52 temp egg surf 25.78 tons	10	Y	Estimated Contract Value	\$ 4,746,349.05
				Percent Complete By Value	10%
WEDNESDAY 07/19/23	Temp 81-66, NLL 0700-1730, HGM 0800-1600, Cont serv lat repair on La Vista dr, addresses 7315, 7312, and 7311. 7311 is new plastic 4" to main, colv online found in good condition needed no repair. #2S rem pavement 74.84 SY, #33 rem serv lat 30', #34 inst serv lat 30', #52 temp egg surf course 64.26 tons	10	Y	Contract Calendar / Work Days	211
				Calendar / Work Days This Period	7
THURSDAY 07/20/23	Temp 81/68, NLL 0700-1730, HGM 0830-1830, Cont serv lat repair on La Vista dr 7304 and 7214. Pay Items: #2s rem pavement 69.17 SY, #33 rem serv lat 43', #34 inst serv lat 43', #52 temp egg surf 19.16 tons	10	Y	Calendar / Work Days Used To Date	111
				Percent Time Used	53%
FRIDAY 07/21/23	Temp 83/62, NLL 0700-1530, HGM 0800 - 1646, Cont serv lat repair and full depth saw cutting on Josephine and La Vista Dr from Florence to Josephine. MUD on site for the hydrant relocation at Josephine and La Vista dr. Thiele on site doing compaction testing on La Vista Dr. soil composition changed to mainly silt vs clay/silty now proctor. Pay Items: #2S rem pavement 89.07 sy, #33 rem serv lat 29 ft, #34 inst serv lat 29 ft, #52 temp egg surf course 21.62 tons.	10	Y	% Retained Paving/Sewer	10.0000%
				Amount Retained To Date Paving	\$22,790.93
				Amount Retained To Date Sewer	\$26,336.66
SATURDAY 07/22/23	Temp 87/68, light winds. No work on site, No pay items	0	Y	Net Amount Due To Date	\$442,147.41
				Total Incentive Earned / Disincentive Assessed To Date	\$0.00
Other Comments				Net Amount Due To Date Including Incentive Earned / Disincentive Assessed	\$442,147.41
				Total Previous Payments To Date	\$254,773.68
				Amount Due To Date	\$187,373.73

E-PAID THIS AMOUNT

[Signature] 7-26-23
CONTRACTOR / DATE

Paula Pogge 26 July 2023
PROJECT MANAGER / DATE

Paula Pogge 26 July 2023
PROJECT REPRESENTATIVE / DATE

[Signature] 7/26/23
CITY CONSTRUCTION ENGINEER / DATE

*ATI TO PAI
PMD 7/26/23
05-71-0917.000 - SEUR13001
STREETS = \$61,776.27
SEWER = \$125,597.46*

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	Paving 1	Mobilization/Demobilization	1.00	\$168,000.00	LS	-	\$0.00	80.0%	0.60	\$78,000.00
2	Paving 2	Remove Pavement	7,830.00	\$11.00	SY	-	\$0.00	9.0%	686.49	\$7,561.39
3	Paving 3	Remove Concrete Driveway	701.00	\$11.00	SY	-	\$0.00	1.0%	4.53	\$49.83
4	Paving 4	Remove Sidewalk - Paving	7,398.00	\$2.00	SF	-	\$0.00	19.0%	1,388.50	\$2,737.00
5	6	Remove Concrete Curb and Gutter	1,850.00	\$12.00	LF	-	\$0.00	1.0%	13.70	\$164.40
6	6	Perform Cold Planning-Asphalt	28,390.00	\$6.50	SY	-	\$0.00	0.0%	-	\$0.00
7	7	Perform 2" Cold Planning - Concrete	50.00	\$7.00	SY	-	\$0.00	0.0%	-	\$0.00
8	8	Construct Asphalt Surface Course SPR (PG 64-34)	3,130.00	\$167.11	Ton	-	\$0.00	0.0%	-	\$0.00
9	9	Construct Asphalt Surface Wedge SPR 3/8" Fine (PG 64-34)	72.00	\$188.00	Ton	-	\$0.00	0.0%	-	\$0.00
10	10	Concrete Base Repair	5,400.00	\$72.00	SY	-	\$0.00	0.0%	-	\$0.00
11	Paving 11	Construct 7" Concrete Pavement - Type L65 - Paving	7,668.00	\$75.00	SY	-	\$0.00	8.0%	632.02	\$47,401.50
12	12	Construct 7" Concrete Pavement - Type L 65 - Paving	100.00	\$78.00	SY	-	\$0.00	0.0%	-	\$0.00
13	13	Construct 10" Concrete Pavement - Type L65	96.00	\$92.00	SY	-	\$0.00	35.0%	33.33	\$3,086.36
14	14	Construct Concrete Curb and Gutter	1,850.00	\$42.00	LF	-	\$0.00	1.0%	13.70	\$575.40
15	Paving 15	Construct 6" Driveway - Type L65 - Paving	841.00	\$59.00	SY	-	\$0.00	1.0%	4.53	\$287.27
16	16	Construct 6" Driveway - Type L85	50.00	\$82.00	SY	-	\$0.00	0.0%	-	\$0.00
17	Paving 17	Subgrade Preparation - Paving	9,537.00	\$3.50	SY	-	\$0.00	1.0%	86.94	\$304.29
18	18	Adjust Utility Valve to Grade	12.00	\$800.00	EA	-	\$0.00	0.0%	-	\$0.00
19	19	Adjust Manhole to Grade	32.00	\$800.00	EA	-	\$0.00	0.0%	-	\$0.00
20	20	Remove & Replace Curb Inlet Top	5.00	\$3,200.00	EA	-	\$0.00	60.0%	3.00	\$9,600.00
21	21	Install Manhole Ring and Cover	8.00	\$700.00	EA	-	\$0.00	25.0%	2.00	\$1,400.00
22	22	Install External Frame Seal	8.00	\$750.00	EA	-	\$0.00	0.0%	-	\$0.00
23	23	Traffic Control - Sewer and Pavement Construction	1.00	\$50,000.00	LS	0.0000	\$0.00	5.0%	0.0476	\$2,380.00
24	Paving 24	Construct 4" PCC Sidewalk - Paving	5,021.00	\$6.75	SF	-	\$0.00	29.0%	1,439.20	\$9,714.60
25	25	Construct 6" PCC Sidewalk	524.00	\$7.50	SF	-	\$0.00	38.0%	200.80	\$1,506.00
26	26	Construct PCC Curb Ramp	1,370.00	\$14.00	SF	-	\$0.00	15.0%	201.69	\$2,823.86
27	27	Construct Detectable Warning Panel	441.00	\$46.00	SF	-	\$0.00	15.0%	64.00	\$2,880.00
28	28	Construct Sidewalk Curb Wall	241.00	\$40.00	LF	-	\$0.00	122.0%	294.50	\$11,780.00
29	29	Install Seeding - Type A	1,922.00	\$3.75	SY	-	\$0.00	22.0%	420.47	\$1,576.76
30	30	Install Rolled Erosion Control - Type 1	1,922.00	\$3.00	SY	-	\$0.00	29.0%	561.30	\$1,683.90

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
31	31	Install Curb Inlet Protection	2.00	\$125.00	EA	-	\$0.00	260.0%	6.00	\$625.00
32	32	Install Concrete Washout	1.00	\$3,500.00	EA	-	\$0.00	0.0%	-	\$0.00
52	P 62	Construct Temporary Aggregate Surface Course	200.00	\$20.00	Ton	156.20	\$3,104.00	328.0%	668.85	\$13,177.00
S1	Sewer 1	Sewer Mobilization/Demobilization	1.00	\$144,000.00	LS	-	\$0.00	50.0%	0.50	\$72,000.00
S2	Sewer 2	Remove Pavement - Sewer	5,998.00	\$11.00	SY	315.94	\$3,476.34	32.0%	1,946.49	\$21,411.39
S3	Sewer 3	Remove Concrete Driveway - Sewer	1,916.00	\$11.00	SY	-	\$0.00	2.0%	30.85	\$337.15
S4	Sewer 4	Remove Sidewalk - Sewer	7,162.00	\$2.00	SF	-	\$0.00	1.0%	94.00	\$188.00
S11	Sewer 11	Construct 7" Concrete Pavement - Type L65 - Sewer	5,998.00	\$75.00	SY	-	\$0.00	18.0%	1,065.36	\$81,402.00
S15	Sewer 15	Construct 6" Driveway - Sewer	1,916.00	\$59.00	SY	-	\$0.00	1.0%	25.03	\$1,476.77
S17	Sewer 17	Subgrade Preparation - Sewer	7,121.00	\$3.50	SY	-	\$0.00	0.0%	-	\$0.00
S24	Sewer 24	Construct 4" PCC Sidewalk - Sewer	7,152.00	\$6.75	SY	-	\$0.00	1.0%	87.60	\$589.30
33	33	Remove & Dispose 12" or Smaller Sewer Pipe	5,390.00	\$20.00	LF	138.00	\$2,760.00	17.0%	899.09	\$17,901.60
34	34	Construct 6" PVC Sanitary Sewer Pipe (Service Line)	4,885.00	\$55.00	LF	138.00	\$8,970.00	17.0%	813.76	\$52,894.40
35	35	Construct 6" Sanitary Sewer Service Riser (Over 12' Depth)	487.00	\$70.00	VF	-	\$0.00	0.0%	-	\$0.00
36	36	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs)	28.00	\$176.00	LF	-	\$0.00	305.0%	79.33	\$13,882.75
37	37	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs, Over 16' Depth)	12.00	\$175.00	LF	-	\$0.00	0.0%	-	\$0.00
38	38	Construct 8" Sanitary Sewer Concrete Cradle	1.00	\$1,200.00	EA	-	\$0.00	100.0%	1.00	\$1,200.00
39	39	Install 8" CIPP LIner	10,867.00	\$46.00	LF	-	\$0.00	0.0%	-	\$0.00
40	40	Install 16" CIPP LIner	827.00	\$65.00	LF	-	\$0.00	0.0%	-	\$0.00
41	41	Re-Install Service Lines	332.00	\$100.00	EA	-	\$0.00	0.0%	-	\$0.00
42	42	CIPP End Seal, 8-in	83.00	\$195.00	EA	-	\$0.00	0.0%	-	\$0.00
43	43	CIPP End Seal, 16-in	9.00	\$260.00	EA	-	\$0.00	0.0%	-	\$0.00
44	44	Perform Pre-CIPP CCTV Pipeline Inspection	11,794.00	\$4.50	LF	-	\$0.00	0.0%	-	\$0.00
45	45	Perform Post-CIPP CCTV Pipeline Inspection	11,794.00	\$3.00	LF	-	\$0.00	0.0%	-	\$0.00
46	46	Jet Existing Sanitary Sewer	11,794.00	\$2.76	LF	-	\$0.00	0.0%	-	\$0.00
47	47	Perform Cementitious Manhole Rehabilitation 48" Dia Type A	337.00	\$250.00	VF	-	\$0.00	0.0%	-	\$0.00
48	48	Perform Cementitious Manhole Rehabilitation 48" Dia Type B	124.00	\$300.00	VF	-	\$0.00	0.0%	-	\$0.00
49	49	By-pass pumping	1.00	\$30,000.00	LS	-	\$0.00	0.0%	-	\$0.00
50	50	Traffic Control - Sewer CIPP LIner Install	1.00	\$20,000.00	LS	-	\$0.00	0.0%	-	\$0.00
51	51	Mobilization/Demobilization Sewer CIPP LIner Install	1.00	\$40,000.00	LS	-	\$0.00	0.0%	-	\$0.00

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
61	CO1 63	Install 16" RCP Storm Sewer - CO 1	98.00	\$73.00	LF	-	\$0.00	80.0%	88.00	\$6,424.00
62	CO1 54	Excavation for Pipe,	22.00	\$200.00	HR	-	\$0.00	73.0%	16.00	\$3,200.00
63	CO1 65	3/4" Limestone Pipe Bedding	48.00	\$29.50	Ton	-	\$0.00	61.0%	24.44	\$720.88
64	CO1A 66	Rebuild curb inlets/junction box	4.00	\$4,200.00	ea	-	\$0.00	100.0%	4.00	\$16,800.00
65	CO1A 67	Remove existing inlets	3.00	\$500.00	ea	-	\$0.00	100.0%	3.00	\$1,500.00
66	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
67	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
68	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
69	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
70	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
71	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
72	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
73	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
74	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
75	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
76	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
77	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
78	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
79	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
80	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
81	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
82	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
83	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
84	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
85	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
86	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
87	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
88	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
89	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
90	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: CITY OF LA VISTA NE
8116 PARK VIEW BLVD
LA VISTA, NE 68128

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

APPLICATION NO.: 13
PERIOD TO : 30-Jun-2023
PROJECT NOS.: 21046300
INVOICE NO.: 21046300013
CONTRACT DATE : 10-May-2022

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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

ARCHITECT: Bruce Niedemyer
301 GRAND AVE
DES MOINES, IA 50309

CONTRACT FOR: Central Park Pavilion and Site Improvements

APPLICATION AND CERTIFICATE FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	15,955,803
2. Net change by change orders	\$	685,971
3. CONTRACT SUM TO DATE (Line1 +/- 2)	\$	16,641,774
4. TOTAL COMPLETED & STORED TO DATE	\$	14,044,215
(Column G on G703)		
5. RETAINAGE:		
(Total retainage Column I of G703)	\$	1,249,908
6. TOTAL EARNED LESS RETAINAGE	\$	12,794,307
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	10,782,072
8. CURRENT PAYMENT DUE	\$	2,012,235
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	3,847,467

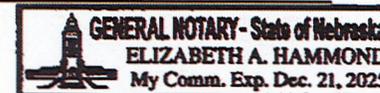
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

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

Contractor: J.E. Dunn Construction Company

By: [Signature] Date: 7/19/2023

State of: Nebraska
County of: Douglas



Subscribed and sworn to before

me this 19th day of July 2023

Notary Public: [Signature]

My Commission expires: 12/21/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....\$ 2,012,235.00

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

ARCHITECT: Bruce Niedemyer

By: [Signature] Date: 07/27/2023

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

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0	0
APPROVED THIS MONTH			
Number	Date Approved		
OWNER001	12-Jun-2023	685,971	0
Current Total:		685,971	0
Net Change by Change Orders		685,971	

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

Handwritten notes:
OK TO PAY
PMD 7/26/23
16.71.0917.ccc - PARK 18001

J.E. Dunn Construction Company

CONTINUATION SHEET AIA DOCUMENT G703

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

APPLICATION NUMBER: 13
 APPLICATION DATE: 19-Jul-2023 INVOICE NO.:
 PERIOD TO: 30-Jun-2023 21046300013
 PROJECT NO: 21046300

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			E WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
01	PRECONSTRUCTION	14,300	0	14,300	14,300	0	0	14,300	100	0	0
	PRECONSTRUCTION Total:	14,300	0	14,300	14,300	0	0	14,300	100	0	0
02	GENERAL CONDITIONS	1,045,767	-182,083	863,684	666,554	77,088	0	743,642	86	120,042	0
	GENERAL CONDITIONS Total:	1,045,767	-182,083	863,684	666,554	77,088	0	743,642	86	120,042	0
03	PERMITS, BONDS, & INSURANCE	308,977	154,935	463,912	444,645	0	0	444,645	96	19,267	0
	PERMITS, BONDS, & INSURANCE Total:	308,977	154,935	463,912	444,645	0	0	444,645	96	19,267	0
04	DIRECT COSTS										
02330	Earthwork	337,026	59,634	396,660	415,858	33,251	0	449,109	113	-52,449	44,911
02455	Pipe Piles	0	156,050	156,050	156,050	0	0	156,050	100	0	15,605
02500	Site Utilities	679,094	160,243	839,337	597,449	185,810	0	783,259	93	56,078	78,326
02790	Athletic Surfacing	96,311	-61,959	34,352	0	0	0	0	0	34,352	0
02810	Lawn Sprinklers	62,140	148,945	211,085	62,946	83,928	0	146,874	70	64,211	14,687
02815	Fountain Allowance	336,300	-336,300	0	0	0	0	0	0	0	0
02833	Retaining Wall	339,000	6,000	345,000	279,816	20,850	0	300,666	87	44,334	30,067
02900	Landscaping	135,400	80,333	215,733	0	0	0	0	0	215,733	0
03330	CIP Concrete	4,002,844	1,265,396	5,268,240	4,210,518	1,024,700	0	5,235,218	99	33,022	523,522
04210	Masonry	859,200	51,844	911,044	911,044	0	0	911,044	100	0	91,104
05100	Structural Steel	616,500	29,438	645,938	641,638	0	0	641,638	99	4,300	64,164
05700	Railings	677,665	-677,665	0	0	0	0	0	0	0	0
06199	Rough Carpentry	159,565	-159,565	0	0	0	0	0	0	0	0
06299	Finish Carpentry	37,037	-30,528	6,509	6,509	0	0	6,509	100	0	651
07100	Waterproofing	74,384	207,338	281,722	173,931	50,254	0	224,185	80	57,537	22,418
07410	Roofing	181,000	163,712	344,712	318,736	0	0	318,736	92	25,976	31,874
074104	Metal Wall Panels	215,148	-60,188	154,960	8,460	49,600	0	58,060	37	96,900	5,806
07460	Siding	27,096	-27,096	0	0	0	0	0	0	0	0
07900	Joint Sealants	19,051	-19,051	0	0	0	0	0	0	0	0
08110	Doors & Hardware	115,922	-10,322	105,600	102,750	2,850	0	105,600	100	0	10,560
08330	Coiling Doors	25,718	-8,710	17,008	0	0	0	0	0	17,008	0
08400	Glazing	135,180	50,695	185,875	133,735	39,180	0	172,915	93	12,960	17,292
09250	Framing & Drywall	96,421	83,853	180,274	174,424	5,850	0	180,274	100	0	18,027
09300	Flooring	83,180	-56,869	26,311	0	19,728	0	19,728	75	6,582	1,973
09900	Painting	98,705	-38,774	59,931	0	54,685	0	54,685	91	5,246	5,468
10199	Specialties	27,636	62,762	90,398	0	0	0	0	0	90,398	0

As noted on the previous Payment Application, per email from Jake Tietgen, these highlighted numbers will be corrected on upcoming payment applications when Change Order 01 is reconciled with this information.

J.E. Dunn Construction Company

CONTINUATION SHEET AIA DOCUMENT G703

Page: 3

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

APPLICATION NUMBER: 13
 APPLICATION DATE: 19-Jul-2023 INVOICE NO.: 21046300013
 PERIOD TO: 30-Jun-2023
 PROJECT NO: 21046300

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D E WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
10800	Site Furnishings	447,280	-148,113	299,167	53,471	32,755	0	86,226	29	212,941	8,623
11600	Food Service Equipment	504,142	-89,449	414,693	0	0	0	0	0	414,693	0
12510	Boardwalk	390,947	-390,947	0	0	0	0	0	0	0	0
15400	Plumbing & HVAC	1,228,350	492,344	1,720,694	1,177,191	249,898	0	1,427,089	83	293,605	142,709
16000	Electrical	1,549,371	373,445	1,922,816	984,591	236,628	0	1,221,219	64	701,597	122,122
35000	Escalation Allowance	192,065	-192,065	0	0	0	0	0	0	0	0
	DIRECT COSTS Total:	13,749,678	1,084,432	14,834,110	10,409,119	2,089,968	0	12,499,086	84	2,335,024	1,249,908
05	CONTINGENCY										
		447,515	-388,044	59,471	0	0	0	0	0	59,471	0
	CONTINGENCY Total:	447,515	-388,044	59,471	0	0	0	0	0	59,471	0
06	FEE										
		389,566	16,731	406,297	288,365	54,176	0	342,542	84	63,755	0
	FEE Total:	389,566	16,731	406,297	288,365	54,176	0	342,542	84	63,755	0
	Total:	15,955,803	685,971	16,641,774	11,822,983	2,221,232	0	14,044,215	84	2,597,559	1,249,908
	Project Total:	15,955,803	685,971	16,641,774	11,822,983	2,221,232	0	14,044,215	84	2,597,559	1,249,908

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT
 THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2622(E)	07/07/2023	US BANK NATIONAL ASSOCIATION	22,827.26	N
140073	07/19/2023	ALFRED BENESCH & COMPANY	31,647.41	N
140074	07/19/2023	HGM ASSOCIATES, INC.	43,419.40	N
140075	07/19/2023	NE DEPT OF TRANSPORTATION	73,819.27	N
140076	07/19/2023	OLSSON, INC.	5,451.00	N
140077	07/19/2023	SAMPSON CONSTRUCTION CO., INC	513,439.00	N
140078	07/24/2023	UNITED STATES POSTAL SERVICE	1,769.63	N
140079	07/27/2023	AMELIA BELIK	594.00	N
2633(E)	07/28/2023	ACTIVE NETWORK LLC	186.98	N
2634(E)	07/28/2023	AMERICAN HERITAGE LIFE INSURANCE CO	1,276.78	N
2635(E)	07/28/2023	BLACK HILLS ENERGY	1,498.06	N
2636(E)	07/28/2023	BOK FINANCIAL	902,081.70	N
2637(E)	07/28/2023	CENTURY LINK/LUMEN	572.41	N
2638(E)	07/28/2023	CENTURY LINK/LUMEN	114.33	N
2639(E)	07/28/2023	DEARBORN NATIONAL LIFE INSURANCE CO	1,271.00	N
2640(E)	07/28/2023	DEARBORN NATIONAL LIFE INSURANCE CO	7,117.67	N
2641(E)	07/28/2023	GREATAMERICA FINANCIAL SERVICES	1,369.47	N
2642(E)	07/28/2023	LINCOLN NATIONAL LIFE INS CO	6,626.02	N
2643(E)	07/28/2023	MARCO INCORPORATED	147.87	N
2644(E)	07/28/2023	MEDICA INSURANCE COMPANY	127,842.51	N
2645(E)	07/28/2023	METLIFE	1,104.29	N
2646(E)	07/28/2023	MID-AMERICAN BENEFITS INC	7,701.01	N
2647(E)	07/28/2023	NE DEPT OF REV-MOTOR FUEL TAX	636.00	N
2648(E)	07/28/2023	NE DEPT OF REVENUE-LOTT/51	81,662.00	N
2649(E)	07/28/2023	OMAHA PUBLIC POWER DISTRICT	45,458.98	N
2650(E)	07/28/2023	PAYROLL MAXX	438,274.86	N
2651(E)	07/28/2023	PITNEY BOWES-EFT POSTAGE	1,392.00	N
2652(E)	07/28/2023	ROBERT HALF	7,360.10	N
140195	07/28/2023	FENCL, JOHN	400.00	N
140196	07/28/2023	HARPENAU, TYLER ANTHONY	1,600.00	N
140197	07/28/2023	WHITE, SCOTT L	1,333.33	N
2630(A)	08/01/2023	ABM INDUSTRIES, INC	11,243.49	N
2631(A)	08/01/2023	CITY OF OMAHA	255,186.48	N
2632(A)	08/01/2023	SHI INTERNATIONAL CORP.	4,704.90	N
140080	08/01/2023	ACCO UNLIMITED CORPORATION	642.70	N
140081	08/01/2023	ACTION BATTERIES UNLTD INC	402.53	N
140082	08/01/2023	AE SUPPLY	500.00	N
140083	08/01/2023	AKRS EQUIPMENT SOLUTIONS, INC.	779.05	N
140084	08/01/2023	AMAZON CAPITAL SERVICES, INC.	654.33	N
140085	08/01/2023	ASP ENTERPRISES INC	140.00	N
140086	08/01/2023	AT&T MOBILITY LLC	98.24	N
140087	08/01/2023	BERGANKDV LLC	400.00	N
140088	08/01/2023	BIBLIOTHECA LLC	21.67	N
140089	08/01/2023	BISHOP BUSINESS EQUIPMENT	78.74	N
140090	08/01/2023	BISHOP BUSINESS EQUIPMENT COMPANY	1,454.77	N
140091	08/01/2023	BOBCAT OF OMAHA	187.82	N
140092	08/01/2023	BS&A SOFTWARE	1,450.00	N

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COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
140093	08/01/2023	BSN SPORTS LLC	999.67	N
140094	08/01/2023	BUETHE, PAM	116.00	N
140095	08/01/2023	BUILDERS SUPPLY CO INC	1,713.71	N
140096	08/01/2023	CALENTINE, JEFFREY	333.00	N
140097	08/01/2023	CALENTINE, JEFFREY	139.89	N
140098	08/01/2023	CATERPILLAR FINANCIAL SVCS CORP	1,160.31	N
140099	08/01/2023	CENTER POINT, INC.	282.84	N
140100	08/01/2023	CENTURY LINK/LUMEN	37.59	N
140101	08/01/2023	CINTAS CORPORATION NO. 2	562.17	N
140102	08/01/2023	CITY OF PAPILLION	15,461.69	N
140103	08/01/2023	CONCRETE SUPPLY, INC.	33,510.44	N
140104	08/01/2023	CORNHUSKER INTL TRUCKS INC	481.08	N
140105	08/01/2023	COX COMMUNICATIONS, INC.	147.03	N
140106	08/01/2023	CULLIGAN OF OMAHA	12.50	N
140107	08/01/2023	D & K PRODUCTS	554.10	N
140108	08/01/2023	DATASHIELD CORPORATION	60.00	N
140109	08/01/2023	DIAMOND VOGEL PAINTS	372.82	N
140110	08/01/2023	DOUGLAS COUNTY SHERIFF'S OFC	625.00	N
140111	08/01/2023	ECHO GROUP INCORPORATED	179.90	N
140112	08/01/2023	ENTERPRISES INC	27.99	N
140113	08/01/2023	FASTENAL COMPANY	168.00	N
140114	08/01/2023	FELSBURG HOLT & ULLEVIG INC	6,150.33	N
140115	08/01/2023	FERGUSON ENTERPRISES INC #226	168.95	N
140116	08/01/2023	FIRST NATIONAL BANK OF OMAHA	62.10	N
140117	08/01/2023	FITZGERALD SCHORR BARMETTLER	36,693.95	N
140118	08/01/2023	FUN EXPRESS LLC	222.52	N
140119	08/01/2023	GALE	239.16	N
140120	08/01/2023	GRASS PAD INC	89.80	N
140121	08/01/2023	GREAT PLAINS UNIFORMS	1,710.00	N
140122	08/01/2023	HITOUCH BUSINESS SERVICES	252.00	N
140123	08/01/2023	HOBBY LOBBY STORES INC	82.24	N
140124	08/01/2023	ID WHOLESALER	240.00	N
140125	08/01/2023	INDUSTRIAL SALES COMPANY INC	83.80	N
140126	08/01/2023	INGRAM LIBRARY SERVICES LLC	503.98	N
140127	08/01/2023	INTERNATIONAL CODE COUNCIL	160.00	N
140128	08/01/2023	J & J SMALL ENGINE SERVICE	2,051.80	N
140129	08/01/2023	JANITOR DEPOT MIDWEST LLC	349.25	N
140130	08/01/2023	JENSEN TIRE AND AUTO #11	97.00	N
140131	08/01/2023	JOHNSTONE SUPPLY CO	27.14	N
140132	08/01/2023	KIDWELL, INC	1,834.00	N
140133	08/01/2023	KIESLER POLICE SUPPLY	146.00	N
140134	08/01/2023	KIMBALL MIDWEST	686.37	N
140135	08/01/2023	KINDIG, DOUGLAS	98.21	N
140136	08/01/2023	KRIHA FLUID POWER CO INC	317.18	N
140137	08/01/2023	LARSEN SUPPLY COMPANY	216.20	N
140138	08/01/2023	LIVE WELL GO FISH	250.00	N
140139	08/01/2023	LOGAN CONTRACTORS SUPPLY	3,251.94	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
140140	08/01/2023	LOGO LOGIX EMBROIDERY & SCREEN	382.00	N
140141	08/01/2023	LOU'S SPORTING GOODS	64.06	N
140142	08/01/2023	MALLOY ELECTRIC	1,313.61	N
140143	08/01/2023	MATHESON TRI-GAS INC	272.90	N
140144	08/01/2023	MATT FRIEND TRUCK EQUIPMENT	706.56	N
140145	08/01/2023	MENARDS-RALSTON	500.59	N
140146	08/01/2023	METROPOLITAN COMMUNITY COLLEGE	23,580.67	N
140147	08/01/2023	METROPOLITAN UTILITIES DISTRICT	980.87	N
140148	08/01/2023	MID AMERICAN SIGNAL INC	4,990.00	N
140149	08/01/2023	MIDWEST MUDJACKING INC	2,550.00	N
140150	08/01/2023	MIDWEST TAPE	250.40	N
140151	08/01/2023	MIDWEST TURF & IRRIGATION	404.49	N
140152	08/01/2023	MOBOTREX, INC.	126.00	N
140153	08/01/2023	MSC INDUSTRIAL SUPPLY CO	283.16	N
140154	08/01/2023	NATIONAL LEAGUE OF CITIES	1,652.00	N
140155	08/01/2023	NEBRASKA LAW ENFORCEMENT	50.00	N
140156	08/01/2023	NEBRASKA TURFGRASS ASSOCIATION	550.00	N
140157	08/01/2023	NELSON, ALLYSSA	285.00	N
140158	08/01/2023	NMC GROUP INC	3,320.30	N
140159	08/01/2023	OFFICE DEPOT INC	159.29	N
140160	08/01/2023	OMNI ENGINEERING	89.30	N
140161	08/01/2023	ON YOUR MARKS INC	1,725.22	N
140162	08/01/2023	ONE CALL CONCEPTS INC	427.06	N
140163	08/01/2023	OVERHEAD DOOR COMPANY OF OMAHA	251.00	N
140164	08/01/2023	PAPER ROLL PRODUCTS	100.78	N
140165	08/01/2023	PAPILLION SANITATION	3,451.25	N
140166	08/01/2023	PER MAR SECURITY SERVICES	198.30	N
140167	08/01/2023	POMP'S TIRE SERVICE, INC	3,852.53	N
140168	08/01/2023	PORT-A-JOHNS	270.00	N
140169	08/01/2023	PRIMA DISTRIBUTION, INC.	191.03	N
140170	08/01/2023	RALSTON AREA BASEBALL ASSOCIATION	1,395.00	N
140171	08/01/2023	RAY ALLEN MANUFACTURING CO INC	361.97	N
140172	08/01/2023	RDG PLANNING & DESIGN	430.00	N
140173	08/01/2023	RIVER CITY RECYCLING	1,572.30	N
140174	08/01/2023	RTG BUILDING SERVICES INC	6,765.00	N
140175	08/01/2023	SARPY COUNTY COURTHOUSE	4,496.00	N
140176	08/01/2023	SARPY COUNTY FISCAL ADMINSTRTN	25,123.95	N
140177	08/01/2023	SITE ONE LANDSCAPE SUPPLY LLC	438.00	N
140178	08/01/2023	SMALL, BRADY	333.00	N
140179	08/01/2023	SOUTHERN UNIFORM AND TACTICAL, INC.	300.97	N
140180	08/01/2023	STAPLES, INC.	84.00	N
140181	08/01/2023	SUBURBAN NEWSPAPERS INC	517.86	N
140182	08/01/2023	SUN COUNTRY DISTRIBUTING LTD	21.64	N
140183	08/01/2023	SUSPENSION SHOP INCORPORATED	2,227.38	N
140184	08/01/2023	THE FILTER SHOP, INC.	208.80	N
140185	08/01/2023	THE PENWORTHY COMPANY	356.81	N
140186	08/01/2023	THE WALDINGER CORPORATION	329.75	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
140187	08/01/2023	TRUCK CENTER COMPANIES	3,642.86	N
140188	08/01/2023	TY'S OUTDOOR POWER & SERVICE	158.37	N
140189	08/01/2023	UNITE PRIVATE NETWORKS LLC	4,400.00	N
140190	08/01/2023	VERIZON WIRELESS	18.02	N
140191	08/01/2023	WESTLAKE HARDWARE INC NE-022	42.10	N
140192	08/01/2023	WHITE CAP LP	198.49	N
140193	08/01/2023	WINCAN, LLC	5,050.00	N
140194	08/01/2023	WOODHOUSE SW OMAHA INC	2,266.67	N
149	CHECKS PRINTED	TOTAL CLAIM AMOUNT:	\$2,834,586.02	0

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 08/01/2023

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 1, 2023 AGENDA**

Subject:	Type:	Submitted By:
AMENDING FY23 - FY24 BIENNIAL BUDGET	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	MEG HARRIS FINANCE DIRECTOR

SYNOPSIS

A first reading of the Appropriations Ordinance has been scheduled to consider the proposed amendment to the FY23 – FY24 biennial budget. Only the first reading of the budget ordinance is requested at this time as the final assessed property valuation of the City will not be received from Sarpy County until August 20, 2023.

FISCAL IMPACT

The recommended amended budget for FY24 is \$37,015,801 in all funds, a decrease of \$8,951,951. The total proposed preliminary property tax request for FY23 is for \$12,523,631 which requires a property tax levy of \$0.54 per \$100 dollars of assessed valuation.

In FY24 the owner of a home valued at \$200,000 will pay \$1080 in property taxes, or \$90 per month.

RECOMMENDATION

Approval of first reading of the Appropriations Ordinance.

BACKGROUND

The City Council held a budget workshop on July 18, 2023. The proposed Appropriations Ordinance is based on the discussions from these meetings.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 1455 AND THE BIENNIAL BUDGET APPROPRIATING THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024, AND TO AMEND AMOUNTS APPROPRIATED FOR THE FIRST AND SECOND YEARS OF SUCH BIENNIAL BUDGET FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; TO REPEAL INCONSISTENT OR CONFLICTING ORDINANCES OR RESOLUTIONS AS ORIGINALLY ENACTED; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF LA VISTA, SARPY COUNTY, NEBRASKA.

Section 1. That (i) the Mayor and City Council find and determine that there are circumstances which could not reasonably have been anticipated at the time the budget for the biennial period was adopted, and proposed revisions to the previously adopted budget statement have been presented and are hereby ratified and affirmed, and (ii) after publication of notice and conducting a public hearing in accordance with applicable requirements, the Mayor and City Council desire to approve the proposed revised budget.

Section 2. That Section 1 of Ordinance No.1455 is hereby amended to revise amounts of the current biennial budget specified for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023; and the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 as follows:

“Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statements, as amended and on file with the City Clerk, is hereby approved as The Annual Appropriation Bill for the fiscal year beginning October 1, 2022, through September 30, 2023 and the fiscal year beginning October 1, 2023, through September 30, 2024, including summaries and supporting documentation. All sums of money contained in the revised budget statement are hereby appropriated for the necessary expenses and liabilities of the City of La Vista. The following amounts appropriated shall be raised primarily as follows. A copy of the budget document, as amended, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska for use by the levying authority.

Fund	Proposed Budget of Disbursements and Transfers FY21	Proposed Budget of Disbursements and Transfers FY22	Amount to be Raised by Property Tax Levy FY21	Amount to be Raised by Property Tax Levy FY22
General Fund	25,747,918.00	26,758,556.56	11,102,784.00	11,595,895.00
Sewer Fund	7,413,039.00	5,961,983.61	0.00	0.00
Sewer Reserve Fund	0.00	0.00	0.00	0.00
Debt Service Fund	11,346,960.00	13,211,853.50	888,223.00	927,736.00
Capital Fund	7,874,305.00	7,715,500.00	0.00	0.00
Lottery Fund	1,557,973.00	1,162,511.05	0.00	0.00
Economic Development	6,649,636.00	1,149,524.73	0.00	0.00
Off-Street Parking	11,640,079.00	3,434,870.33	0.00	0.00
Redevelopment Fund	20,752,806.00	8,431,109.00	0.00	0.00
Police Academy	202,265.00	208,558.85	0.00	0.00
TIF – City Centre Phase 1A	389,569.00	401,545.00	0.00	0.00
TIF – City Centre Phase 1B	491,954.00	799,142.00	0.00	0.00
Qualified Sinking Fund	0.00	250,000.00	0.00	0.00
TIF – City Centre Phase 1C	48,302.00	50,299.00	0.00	0.00
TIF – City Centre Phase 1D	21,672.00	503,598.00	0.00	0.00
Total All Funds	94,136,478.00	70,039,051.63	11,991,007.00	12,523,631.00

Section 3. Section 1 of Ordinance No. 1455, and any other ordinance or resolution of the City, or part of any such ordinance or resolution of the City, as previously enacted that is inconsistent or in conflict with this Ordinance is hereby repealed to the extent of the conflict or inconsistency.

Section 4. This ordinance shall take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS ____ DAY OF _____ 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

General Fund

Proposed Amendments to FY24

- Decrease in restaurant tax revenue of \$1.1 M, slight increase in property tax of 4%.
- Net decrease in revenue of 4.3%
- Increase of \$667K in expenditures, \$340K is carry over from FY23.

General Fund

	Fiscal Year 2024			
	Original Budget	Increase/Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 14,796,733		\$	14,997,662
Revenue				
Property Tax Total	\$ 11,674,812	\$ 493,111	4%	\$ 12,167,923
Sales Tax Received	\$ 5,562,691	\$ —	—%	\$ 5,562,691
In Lieu Of Tax	\$ 209,079	\$ —	—%	\$ 209,079
State Revenue	\$ 2,199,941	\$ —	—%	\$ 2,199,941
Occupation & Franchise Tax	\$ 848,323	\$ —	—%	\$ 848,323
Hotel Occupancy Tax	\$ 1,089,450	\$ —	—%	\$ 1,089,450
Permits & Licenses	\$ 488,869	\$ —	—%	\$ 488,869
Interest Income	\$ 21,625	\$ —	—%	\$ 21,625
Recreation Fees	\$ 169,950	\$ —	—%	\$ 169,950
Special Services	\$ 20,500	\$ —	—%	\$ 20,500
Grant Income	\$ 195,752	\$ —	—%	\$ 195,752
Restaurant Tax	\$ 2,281,787	\$ (1,581,787)	-69%	\$ 700,000
Parking Garage Fees	\$ 392,853	\$ —	—%	\$ 392,853
Other Income	\$ 293,750	\$ —	—%	\$ 293,750
Total Revenue	\$ 25,449,382	\$ (1,088,676)	-4%	\$ 24,360,706
Expenditures				
Personnel Services	\$ 14,837,765	\$ 85,490	1%	\$ 14,923,255
Commodities	\$ 687,738	\$ 40,000	6%	\$ 727,738
Contractual Services	\$ 6,330,685	\$ 65,000	1%	\$ 6,395,685
Maintenance	\$ 1,004,547	\$ 65,000	6%	\$ 1,069,547
Other Charges	\$ 319,622	\$ —	—%	\$ 319,622
Capital Outlay	\$ 1,066,000	\$ 412,500	39%	\$ 1,478,500
CIP	\$ —	\$ —	—%	\$ —
Total Expenditures	\$ 24,246,357	\$ 667,990	3%	\$ 24,914,347
Revenues Less Expenditures	\$ 1,203,025	\$ (1,756,666)		\$ (553,641)
Trans In (Out)	\$ (2,029,166)	\$ 200,000		\$ (1,829,166)
Net Change In Fund Balance	\$ (826,141)	\$ (1,556,666)		\$ (2,382,807)
Ending Fund Balance	\$ 13,970,592		\$	12,614,855

Reserve Summary

Operations Reserve	58%	51%
Target Operating Reserve	25%	25%
Over/(Under Target)	33%	26%

Debt Service Fund

Proposed Amendments to FY24

- Revenue increase \$40K or 4% in property tax.
- Addition of CIP projects will result in an increase in transfers to other funds of \$3.6M

Debt Service Fund

	Fiscal Year 2024			
	Original Budget	Increase/Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 11,273,865			\$ 10,860,476
Revenue				
Property Tax Total	\$ 901,995	\$ 39,513	4%	\$ 941,508
Sales Tax Received	\$ 2,718,597	\$ —	—%	\$ 2,718,597
In Lieu Of Tax	\$ 20,907	\$ —	—%	\$ 20,907
Interest Income	\$ 4,100	\$ —	—%	\$ 4,100
Other Income	\$ 393,925	\$ —	—%	\$ 393,925
Total Revenue	\$ 4,039,524	\$ 39,513	1%	\$ 4,079,037
Expenditures				
Debt Service	\$ 2,906,149	\$ —	—%	\$ 2,906,149
Other Charges	\$ 206,845	\$ —	—%	\$ 206,845
Total Expenditures	\$ 3,112,994	\$ —	—%	\$ 3,112,994
Revenues Less Expenditures	\$ 926,530			\$ 966,043
Trans In (Out)	\$ (6,195,835)	\$ (3,603,025)		\$ (9,798,860)
Net Change In Fund Balance	\$ (5,269,305)			\$ (8,832,817)
Ending Fund Balance	\$ 6,004,560			\$ 2,027,659

Redevelopment Fund

Proposed Amendments to FY24

- Revenue increase of \$137K in GBOT with the opening of the Astro.
- Increase of \$2.8M in capital projects.

Redevelopment Fund

	Fiscal Year 2024			
	Original Budget	Increase/Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 3,907,240		\$	6,132,060
Revenue				
Sales Tax Received	\$ 2,718,597	\$ —	—%	\$ 2,718,597
GBOT Total	\$ 117,475	\$ 136,611	116%	\$ 254,086
Interest Income	\$ 25,660	\$ —	—%	\$ 25,660
Other Income	\$ 12,000,000	\$ —	—%	\$ 12,000,000
Total Revenue	\$ 14,861,732	\$ 136,611	1%	\$ 14,998,343
Expenditures				
Contractual Services	\$ 299,250	\$ —	—%	\$ 299,250
Other Charges	\$ 2,966,859	\$ —	—%	\$ 2,966,859
CIP	\$ 2,300,000	\$ 2,865,000	125%	\$ 5,165,000
Total Expenditures	\$ 5,566,109	\$ 2,865,000	51%	\$ 8,431,109
Revenues Less Expenditures	\$ 9,295,623		\$	6,567,234
Trans In (Out)	\$ —	\$ —	—%	\$ —
Net Change In Fund Balance	\$ 9,295,623		\$	6,567,234
Ending Fund Balance	\$ 13,202,863		\$	12,699,294

Capital Improvement Fund

Proposed Amendments to FY24

- Carry over of \$140K in capital projects from FY23
- Addition of \$2.9M in capital projects requested for FY24

Capital Improvement Fund

	Fiscal Year 2024			
	Original Budget	Increase/Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 2,166,423		\$	—
Revenue				
Interest Income	\$ 12,475	\$ —	—%	\$ 12,475
Total Revenue	\$ 12,475	\$ —	—%	\$ 12,475
Expenditures				
CIP	\$ 4,620,000	\$ 3,095,500	67%	\$ 7,715,500
Total Expenditures	\$ 4,620,000	\$ 3,095,500	67%	\$ 7,715,500
Revenues Less Expenditures	\$ (4,607,525)		\$	(7,703,025)
Trans In (Out)	\$ 5,000,000	\$ 2,703,025	54%	\$ 7,703,025
Net Change In Fund Balance	\$ 392,475		\$	—
Ending Fund Balance	\$ 2,558,898		\$	—

Lottery Fund

Proposed Amendments to FY24

- Carry over of \$5K for street banners from FY23
- Increase of \$66K for Community Events in conjunction with the opening of the Link

Lottery Fund

	Fiscal Year 2024			
	Original Budget	Increase/Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 4,607,532			\$ 4,376,850
Revenue				
Community Betterment	\$ 900,000	\$ —	—%	\$ 900,000
Lottery Rev for TX form 51	\$ 313,043	\$ —	—%	\$ 313,043
Interest Income	\$ 14,800	\$ —	—%	\$ 14,800
Total Revenue	\$ 1,227,843	\$ —	—%	\$ 1,227,843
Expenditures				
Personnel Services	\$ 102,563	\$ —	—%	\$ 102,563
Commodities	\$ 176,420	\$ 50,000	28%	\$ 226,420
Contractual Services	\$ 204,715	\$ —	—%	\$ 204,715
Other Charges	\$ 346,643	\$ 21,400	6%	\$ 368,043
Total Expenditures	\$ 830,341	\$ 71,400	9%	\$ 901,741
Revenues Less Expenditures	\$ 397,502			\$ 326,102
Trans In (Out)	\$ (265,770)	\$ —	—%	\$ (265,770)
Net Change In Fund Balance	\$ 131,732			\$ 60,332
Ending Fund Balance	\$ 4,739,264			\$ 4,437,183

Economic Development Fund

Proposed Amendments to FY24

- There are no proposed amendments to the FY24 budget
- Increase in fund balance is carry over from FY23 YEE

Economic Development Fund

	Fiscal Year 2024			
	Original Budget	Increase/Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ —			\$ 202,140
Revenue				
Grantee Interest Payments	\$ 142,951	\$ —	—%	\$ 142,951
Total Revenue	\$ 142,951	\$ —	—%	\$ 142,951
Expenditures				
Other Charges	\$ 1,149,525	\$ —	—%	\$ 1,149,525
Total Expenditures	\$ 1,149,525	\$ —	9%	\$ 1,149,525
Revenues Less Expenditures	\$ (1,006,574)			\$ (1,006,574)
Trans In (Out)	\$ 1,006,574	\$ —	—%	\$ 1,006,574
Net Change In Fund Balance	\$ —	\$ —	—%	\$ —
Ending Fund Balance	\$ 1			\$ 202,140

Off Street Parking Fund

Proposed Amendments to FY24

- Carry over of \$500K for completion of Parking Garage #2.
- Addition of \$700K in capital expenditures for construction of surface parking area on Lot 12 City Centre.

Off Street Parking Fund

	Fiscal Year 2024			
	Original Budget	Increase/Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 583,255			\$ 525,955
Revenue				
Interest Income	\$ 1,400	\$ —	—%	\$ 1,400
Total Revenue	\$ 1,400	\$ —	—%	\$ 1,400
Expenditures				
Commodities	\$ 11,354	\$ —	—%	\$ 11,354
Contractual Services	\$ 401,576	\$ —	—%	\$ 401,576
Maintenance	\$ 16,625	\$ —	—%	\$ 16,625
Other Charges	\$ 1,805,315	\$ —	—%	\$ 1,805,315
CIP	\$ —	\$ 1,200,000	—%	\$ 1,200,000
Total Expenditures	\$ 2,234,870	\$ 1,200,000	54%	\$ 3,434,870
Revenues Less Expenditures	\$ (2,233,470)			\$ (3,433,470)
Trans In (Out)	\$ 2,233,471	\$ 700,000	—%	\$ 2,933,471
Net Change In Fund Balance	\$ 1	\$ 700,000	—%	\$ (499,999)
Ending Fund Balance	\$ 583,255			\$ 25,956

Sewer Fund

Proposed Amendments to FY24

- Carry over of \$810K from FY23 for the completion of the sewer rehab project.
- Move \$20K from FY23 to FY24 for sanitary sewer project.

Sewer Fund

	Fiscal Year 2024			
	Original Budget	Increase/Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 1,050,539		\$	1,971,842
Revenue				
Sewer Charges	\$ 5,146,230	\$ —	—% \$	5,146,230
Interest Income	\$ 3,000	\$ —	—% \$	3,000
Other Income	\$ 21	\$ —	—% \$	21
Total Revenue	\$ 5,149,251	\$ —	—% \$	5,149,251
Expenditures				
Personnel Services	\$ 700,865	\$ —	—% \$	700,865
Commodities	\$ 36,785	\$ —	—% \$	36,785
Contractual Services	\$ 3,542,103	\$ —	—% \$	3,542,103
Maintenance	\$ 73,610	\$ —	—% \$	73,610
Other Charges	\$ 16,068	\$ —	—% \$	16,068
Capital Outlay	\$ 60,000	\$ —	—% \$	60,000
CIP	\$ —	\$ 830,000	—% \$	830,000
Total Expenditures	\$ 4,429,431	\$ 830,000	19% \$	5,259,431
Revenues Less Expenditures	\$ 719,820		\$	(110,180)
Trans In (Out)	\$ (701,827)	\$ —	—% \$	(701,827)
Net Change In Fund Balance	\$ 17,993	\$ —	—% \$	(812,007)
Ending Fund Balance	\$ 1,068,533		\$	1,159,836
Reserve Summary				
Operations Reserve	24%			22%
Target Operating Reserve	25%			25%
Over/(Under Target)	-1%			-3%

Sewer Reserve Fund

Proposed Amendments to FY24

- No changes to the sewer reserve fund budget for FY24

Sewer Reserve Fund

	Fiscal Year 2024			
	Original Budget	Increase/Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 2,195,073			\$ 2,195,073
Revenue				
Interest Income	\$ 8,690	\$ —	—%	\$ 8,690
Total Revenue	\$ 8,690	\$ —	—%	\$ 8,690
Trans In (Out)	\$ 702,553	\$ —	—%	\$ 702,553
Net Change In Fund Balance	\$ 711,243	\$ —	—%	\$ 711,243
Ending Fund Balance	\$ 2,906,316			\$ 2,906,316

Police Academy Fund

Proposed Amendments to FY24

- No changes to the Police Academy Fund budget for FY24

Police Academy Fund

	Fiscal Year 2024			
	Original Budget	Increase/Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 142,152		\$	146,065
Revenue				
Police Academy Operating Rev	\$ 214,500	\$ —	—%	\$ 214,500
Interest Income	\$ 145	\$ —	—%	\$ 145
Total Revenue	\$ 214,645	\$ —	—%	\$ 214,645
Expenditures				
Personnel Services	\$ 190,459	\$ —	—%	\$ 190,459
Commodities	\$ 2,150	\$ —	—%	\$ 2,150
Contractual Services	\$ 10,450	\$ —	—%	\$ 10,450
Other Charges	\$ 5,500	\$ —	—%	\$ 5,500
Total Expenditures	\$ 208,559	\$ —	—%	\$ 208,559
Revenues Less Expenditures	\$ 6,086		\$	6,086
Ending Fund Balance	\$ 148,239		\$	152,151

TIF Funds

Proposed Amendments to FY24

- No changes to the TIF Fund budgets for FY24

TIF	Fiscal Year 2024			Ending Balance
	Revenue	Expenditures		
1A	\$ 401,545	\$ 401,545		—
1B	\$ 799,142	\$ 799,142		—
1C	\$ 50,299	\$ 50,299		—
1D	\$ 503,598	\$ 503,598		—

Qualified Sinking Fund

Proposed Amendments to FY24

- No changes to the Qualified Sinking Fund budget for FY24

Qualified Sinking Fund

	Fiscal Year 2024			
	Original Budget	Increase/Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 781,626			\$ 781,797
Revenue				
Interest Income	\$ 3,625	\$ —	—%	\$ 3,625
Total Revenue	\$ 3,625	\$ —	—%	\$ 3,625
Expenditures				
Capital Outlay	\$ 250,000	\$ —	—%	\$ 250,000
Total Expenditures	\$ 250,000	\$ —	—%	\$ 250,000
Revenues Less Expenditures	\$ (246,375)			\$ (246,375)
Trans In (Out)	\$ 250,000	\$ —	—%	\$ 250,000
Net Change In Fund Balance	\$ 3,625	\$ —	—%	\$ 3,625
Ending Fund Balance	\$ 785,251			\$ 785,422

All Funds Summary

Proposed Amendments to FY24

- Amendments result in a \$9.6M decrease to ending fund balance.
- Reduced revenue \$913K
- Carry over of CIP from FY23 \$3.6M
- New projects \$4.4M
- Expenditures carried over from FY23 \$345K
- Unforeseen additional expenditures \$394K

All Fund Balance

Fund	Fiscal Year 2024				
	Original	Original	Increase/	As	Proposed
	Budget	Budget Adj for FY23 YEE	Decrease	%	Amended
General	\$ 13,970,583	\$ 14,171,514	\$ (1,556,666)	(10)%	\$ 12,614,855
Sewer	\$ 1,068,531	\$ 1,989,834	\$ (830,000)	9 %	\$ 1,159,836
Debt Service	\$ 6,004,559	\$ 5,591,170	\$ (3,563,512)	(66)%	\$ 2,027,659
Capital Improvement	\$ 2,558,898	\$ 392,475	\$ (392,475)	(100)%	\$ —
Lottery	\$ 4,739,265	\$ 4,508,583	\$ (71,400)	(6)%	\$ 4,437,183
Economic Development	\$ —	\$ 202,140	\$ —	— %	\$ 202,140
Off-Street Parking	\$ 583,255	\$ 525,955	\$ (500,000)	— %	\$ 25,956
Redevelopment	\$ 13,202,863	\$ 15,427,683	\$ (2,728,389)	(4)%	\$ 12,699,294
Police Academy	\$ 148,238	\$ 152,151	\$ —	— %	\$ 152,151
TIF - City Centre Phase 1A	\$ —	\$ —	\$ —	— %	\$ —
TIF - City Centre Phase 1B	\$ (1)	\$ (1)	\$ —	— %	\$ (1)
TIF - City Centre Phase 1C	\$ —	\$ —	\$ —	— %	\$ —
TIF - City Centre Phase 1D	\$ —	\$ —	\$ —	— %	\$ —
Sewer Reserve	\$ 2,906,309	\$ 2,906,316	\$ —	— %	\$ 2,906,316
Qualified Sinking Fund	\$ 785,251	\$ 785,422	\$ —	— %	\$ 785,422
Ending Fund Balance	\$ 45,967,751	\$ 46,653,242	\$ (9,642,442)		\$ 37,010,810

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 1, 2023 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR PLANNED UNIT DEV. LOTS 1-3 SOUTHPORT EAST REPLAT FIFTEEN	RESOLUTION ◆ ORDINANCES (2) RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to approve a Planned Unit Development (PUD) Zoning Overlay and PUD Site Plan to allow for the construction of two hotels and a strip commercial development with shared parking. The development is located on approximately 7.12 acres northwest of the My Place Hotel in Southport East.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by REV Development for a PUD Zoning Overlay and PUD Site Plan to allow for the construction of two hotels and a strip commercial development with shared parking. The development is located on approximately 7.12 acres replatted as Lots 1-3 Southport East Replat Fifteen. The site is located northwest of the intersection of Southport Parkway and Port Grace Blvd, north of the My Place hotel.

The property lies within the Southport East development and is subject to the building design review process. Design review must be completed for each development on this property prior to the issuance of a building permit.

A detailed staff report is attached.

The Planning Commission met on July 6, 2023 and voted 8-0 to recommend approval of the Planned Unit Development for a commercial development on Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Planned Unit Development request is consistent with the Comprehensive Plan and the Zoning Ordinance.



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

CASE NUMBERS: PPUD23-0004;

FOR HEARING OF: AUGUST 1, 2023
REPORT PREPARED ON: JULY 10, 2023

I. GENERAL INFORMATION

A. APPLICANT:

REV Development
1000 O Street, Suite 102
Lincoln, NE 68508

B. PROPERTY OWNER:

PayPal Inc
12312 Port Grace Blvd
La Vista, NE 68128

C. LOCATION: Northwest of the intersection of Port Grace Blvd and Southport Parkway.

D. LEGAL DESCRIPTION: Lots 5 and 6 Southport East (Proposed Lots 1 and 2 Southport East Replat 15)

E. REQUESTED ACTION(S): Application for a PUD Zoning Overlay and PUD Site Plan to allow for commercial development with shared parking.

F. EXISTING ZONING AND LAND USE: C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District); the property is currently vacant.

G. PURPOSE OF REQUEST: Authorize a PUD Zoning Overlay and PUD Site Plan with shared parking to allow for commercial development. Specifically, the development of two hotels and a strip retail building.

H. SIZE OF SITE: Approximately 7.12 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property is currently vacant with a gradual downward slope to the northeast.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Commercial	C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District);	Kiewit Corporation
East	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	Securities America
South	Commercial	C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District);	My Place Hotel and Casey's
West	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	La Vista Conference Center

C. RELEVANT CASE HISTORY:

1. The original plat for Southport East was approved in April 2001.

D. APPLICABLE REGULATIONS:

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan designates the area for commercial uses.
2. The proposed project will meet Policy Work 1-3 of the La Vista Comprehensive Plan which reads: "Continue to market the City's existing business clusters, convention centers, hotels, and retail at Southport as well as quality of life factors that attract similar businesses."

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Access to the property will be provided through a full access off of Port Grace Blvd as well as full access connection from S. 123rd Plaza.
2. Applicant has provided a traffic impact memo in relation to the development of this project. The study, dated June 5, 2023, finds that the site is expected to generate 2,348 daily trips, 115 AM peak hour trips, and 180 PM peak hour trips. The 2050 site capacity analysis finds that the individual movements related to this development will operate with a Level-Of-Service of C or better. No roadway improvements are recommended through this analysis.
3. A draft traffic impact memo is currently under review by the City's third-party consulting firm. Any proposed changes will be provided to the applicant to make adjustments and resubmit prior to the review of the development by City Council. The traffic impact memo is attached to this report.

D. UTILITIES:

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

E. PARKING REQUIREMENTS:

1. Parking requirements for Lot 1 and Lot 2 of the development are one stall per rental unit for each of the hotels proposed to be developed on these lots. Based on the total number of rental units depicted within the PUD Site Plan, a total of 223 stalls would be required. The PUD Site Plan depicts a total of 275 parking stalls in Lots 1 and 2 of the development.
2. Parking requirements for Lot 3 of the development is based on a ratio of 1 stall per 200 square feet of development for the proposed strip commercial building on the site. Based on the 10,456 square-foot building proposed on Lot 3, a total of 53

stalls would be required. The PUD Site Plan depicts a total of 116 stalls on this lot.

3. Overall the site depicts a total of 391 parking stalls, well above the 276 stalls required. Parking within this PUD should be shared within Lots 1-3 to limit any possible off-site parking issues.

F. LANDSCAPING:

1. The landscaping for any developments on this site will need to comply with the requirements of the Zoning Ordinance and of the Southport East Design Guidelines. The design review process for the PUD Site Plan map set needs to be substantially complete prior to City Council review.

IV. REVIEW COMMENTS:

- A. The design of the buildings and the overall site will be reviewed through the City's Architectural Design Review process, and must be substantially complete prior to issuance of any building permits.
- B. The applicant has requested an allowance for a reduction in the front yard setback requirement for the C-3 Highway Commercial / Office Park District from 25 feet (50 feet with parking in the front yard) to 13 feet along the easement road between the subject property and the My Place Hotel property (Lot 1 Southport East Replat Fourteen). As it 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.
- C. Applicant has been made aware that developments on this property will require FAA approval prior to the issuance of a building permit due to proximity of the Millard Airport.
- D. The development will be required to meet the requirements for a Post Construction Storm Water Management Plan as per City regulations.
- E. All necessary easements will need to be finalized and recorded prior to the issuance of building permits.
- F. A preliminary schedule of development for the PUD has been attached to this report.

V. STAFF RECOMMENDATION - PLANNED UNIT DEVELOPMENT:

Approval of the PUD Site Plan for a commercial development on Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required

by the Community Development Director or City Engineer prior to City Council approval, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.

V. PLANNING COMMISSION RECOMMENDATION - PLANNED UNIT DEVELOPMENT:

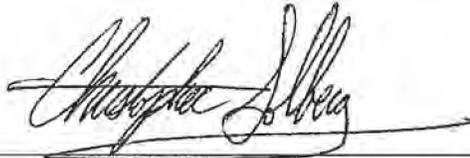
The Planning Commission held a public hearing on 7/6/2023 and voted 8-0 to recommend approval of the PUD Site Plan for a commercial development on Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

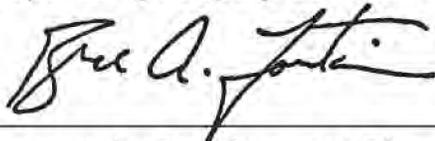
- A. Vicinity Map
- B. Review Letters
- C. Draft PUD Site Plan map set
- D. Preliminary Schedule of Development
- E. Preliminary Building Elevations
- F. Draft Traffic Impact Memo

VIII. COPIES OF REPORT SENT TO:

- A. Justin Hernandez, REV Development
- B. Brian Emmerich, Olsson
- C. Public Upon Request



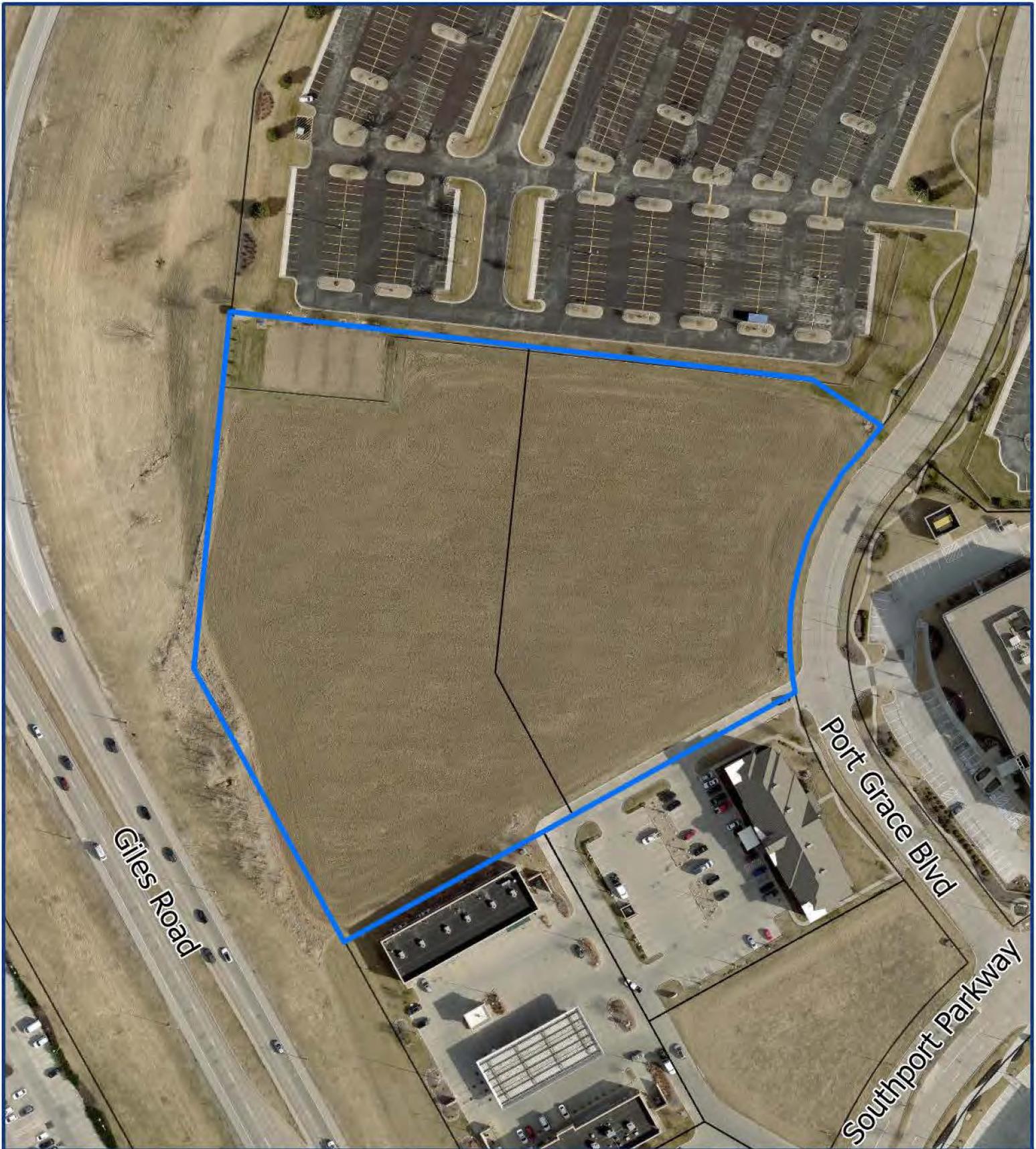
Prepared by: Deputy Community Development Director



7/21/23

Community Development Director

Date



Vicinity Map - REV Development PUD



Legend

 PUD Boundary





June 7, 2023

Brian Emmerich
Olsson Associates
2111 N 67th Street, Suite 200
Omaha, NE 68106

RE: REV Development – PUD, CUP & Replat Applications – Initial Review Letter
Lots 5-6 Southport East

Mr. Emmerich,

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 3.03.03.10 – Please confirm the intent is to reduce and/or eliminate a portion of the 123rd Plaza Easement.
2. Subdivision Regulations Section 3.03.12 – Please label the book and page number of existing easements, including private easements, on the plan.
3. Subdivision Regulations Section 3.03.16 – Confirm if all three (3) lots are to be graded simultaneously. Over lot grading of all three lots will result in a disturbance greater than five (5) acres and may require additional grading BMPs.

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

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

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

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

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

4. Subdivision Regulations Section 3.03.19 – Please provide a Traffic Impact Analysis memo which confirms that the background increase travel demand is consistent with the updated traffic study for the Nebraska Multi Sport Complex dated February 2022, and that there are no operational concerns with the intersections of 123rd Plaza and Port Grace Plaza, or 123rd Plaza and Southport Plaza.
5. Subdivision Regulations Section 3.05.20.2 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
6. Subdivision Regulations Sections 3.05.04 & 3.05.19 – Surveyor's Certification needs to be updated to language consistent with the updated State Surveyor regulations.
7. Replat Submittal Sheet 2.0 – Confirm parallel and typical parking stall configurations are consistent with Article 7 of the Zoning Ordinance.
8. Replat Submittal Sheet 2.0 – Sidewalk easements will be required along Port Grace Boulevard for portions of the public sidewalk.

Planned Unit Development Application

9. Zoning Ordinance Section 5.15.03 – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District
10. Zoning Ordinance Section 5.15.04.01 – Please submit an anticipated schedule of construction, inclusive of a timeline according to the phasing exhibit as submitted.
11. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 – Please submit a Traffic Impact Analysis memo as noted in comment #4 above.
12. Zoning Ordinance Section 5.15.04.05 – Please see the attached email correspondence with the Papillion Fire Marshall's Office regarding changes to the development entrance locations in relation to Fire Codes.

13. 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. An ADA-compliant route for Lot 1 that considers the probable delay in the development of Lot 3 (Phase 2) should be included.
14. Zoning Ordinance Section 5.15.04.07 – Please provide the setback distances for the proposed monument sign in the northwest corner of the property. If there is an intent to provide multi-tenant signage in relation to the proposed strip-commercial use, please depict this as well. Also please note the constraints for signage as noted in Sections 7.01-7.04 of the Zoning Ordinance. Are any additional monument signs contemplated for any of the proposed uses?
15. Zoning Ordinance Section 5.15.04.08 – Please review the parking statistics table on the PUD site plan and correct as necessary. The Lot 3 parking statistics appear to be based on a hotel development on that lot.
16. Zoning Ordinance Section 5.15.04.13 – If common spaces are anticipated, including shared access drives, provisions for the proper maintenance and ownership shall be included in the submittal.
17. 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 correct the setback along S 123rd Plaza accordingly.
18. Zoning Ordinance Section 5.15.05.02.2 – Please provide the height of the proposed structures.
19. Review and permitting from the FAA will likely be required due to the proximity of the development to the Millard Airport. This approval will be required prior to building permit issuance.
20. Zoning Ordinance 5.15.05.02.11 – Please depict details on the site plan for existing development on adjacent properties within 200 feet.

21. Zoning Ordinance Section 5.15.05.06 – Please include a vicinity map showing the general arrangement of streets within an area of one thousand (1,000) feet from the boundaries of the proposed planned unit development.
22. Zoning Ordinance Section 5.15.05.09 – Please submit copies of any restrictive covenants that are to be recorded with respect to the property included in the planned development district.

Holiday Inn CUP

23. Zoning Ordinance Section 6.05.04 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
24. Zoning Ordinance Section 6.05.04 – The parking stall count listed in the Operating Statement does not coincide with the parking stall count listed on the CUP Site Plan. Additionally, the CUP Site Plan includes parking statistics for the adjoining lot. Please include only the parking statistics for the subject property of the CUP.
25. General Comment – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District

Residence Inn CUP

26. Zoning Ordinance Section 6.05.04 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
27. Zoning Ordinance Section 6.05.04 – The parking stall count listed in the Operating Statement does not coincide with the parking stall count listed on the CUP Site Plan. Additionally, the CUP Site Plan includes parking statistics

for the adjoining lot. Please include only the parking statistics for the subject property of the CUP.

28. General Comment – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District

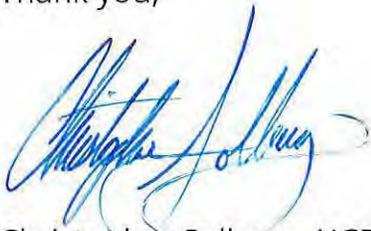
General Development Comments

29. Design Review – 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 Southport East Design Guidelines prior to building permit approval. The full design review process will be conducted outside of the PUD and CUP approval processes, with the exception of the review of the preliminary landscaping plan. Please see the attached comments from the City's third-party Design Review Architect regarding the landscaping plan.
30. Please add parking lot light pole locations to the landscaping plans of the PUD/CUP plan sets in order to ensure there are no conflicts with the planting plan as presented.
31. Landscaping plans were submitted in relation to each of the proposed hotels, but not for the development as a whole. Please submit a Preliminary PUD Landscaping Plan for the entirety of the development that conforms to Section 7.17 of the Zoning Ordinance and the Southport East Design Guidelines.
32. Although the design review process will be conducted outside of the PUD/CUP process, colored versions of the draft elevations are included as exhibits within the CUP. Please include colored versions of the draft elevations with your next submittal.
33. A draft of the Conditional Use Permit for each of the proposed hotels 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:

Justin Hernandez, REV Development
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
Garrett Delgado, Engineer Assistant – City of La Vista

Christopher Solberg

From: Steve Thornburg <sthornburg@papillion.org>
Sent: Wednesday, June 7, 2023 10:36 AM
To: Christopher Solberg
Subject: RE: [EXT] RE: [EXT] REV Development

Correct, they would lose the parking spaces, that is all.

Steve Thornburg

City of Papillion | Fire Marshal

10727 Chandler Rd. La Vista NE 68128

www.Papillion.org

O : 402-829-1398 | M : 402-943-8266



Papillion
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From: Christopher Solberg <csolberg@cityoflavista.org>
Sent: Wednesday, June 7, 2023 10:20 AM
To: Steve Thornburg <sthornburg@papillion.org>
Subject: [EXT] RE: [EXT] REV Development

If they add an entrance at that point, in addition to the two existing ones, that would work too, right? The existing point on 123rd is the main logical traffic flow to Lot 1.

Christopher Solberg, AICP

City of La Vista | Deputy Community Development Director

From: Steve Thornburg <sthornburg@papillion.org>
Sent: Wednesday, June 7, 2023 10:11 AM
To: Christopher Solberg <csolberg@cityoflavista.org>
Subject: RE: [EXT] REV Development

Chris,

The code sections for the comment are NFPA 1 18.2.3.3 and IFC D106.3. The IFC appendix is not adopted in La Vista but gives guidance on measuring the distance between access points. If the access point moves to the west on 123rd to the corner, they meet the separation that would be acceptable.

Steve Thornburg

City of Papillion | Fire Marshal

10727 Chandler Rd. La Vista NE 68128

www.Papillon.org

O : 402-829-1398 | M : 402-943-8266



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From: Christopher Solberg <csolberg@cityoflavista.org>

Sent: Wednesday, June 7, 2023 8:47 AM

To: Steve Thornburg <sthornburg@papillion.org>

Cc: Cale Brodersen <cbrodersen@cityoflavista.org>

Subject: [EXT] REV Development

Good Morning Steve,

We are working on the comment letter to REV Development for their proposed PUD in our Southport East area. Can you please provide me with the code reference number in relation to your comment (attached) so that I can include it in the review letter?

Thanks,

Christopher Solberg, AICP

City of La Vista | Deputy Community Development Director

402.593.6400 (Office)

8116 Park View Blvd. | La Vista, NE 68128

CityofLaVista.org

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Use the "Phish Alert" button if you think this email is malicious.

June 6, 2023

Mr. Chris Solberg
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

RE: Southport East - Port Grace & 123rd Landscape Review - Design Review Letter #1

Dear Chris:

This letter shall provide recommendations and/or corrections for the Applicant's submittal containing drawings received on 5/23/2022. For tracking purposes, I have noted deficiencies in the submittal package below, and where appropriate, the corresponding requirements outlined in the Southport East Design Guidelines.

General:

1. The following drawings were submitted:
 - a. L1.0 Landscape Plan
2. Additional reviews regarding landscaping will take place at the time of Design Review Submission for each building within this PUD with regard to specific requirements regarding the softening of areas around dumpster enclosures, screening of utilities, screening of mechanical equipment, etc.

Drawings:

1. Landscaping
 - i. No site dimensions are included to determine compliance with 6.1.D, which requires ten (10) foot wide landscaped, turfed (sodded or seeded) and irrigated green space along all interior lot lines shown in Appendix E.
 - ii. Per appendix G, the following proposed plants are not included in the approved list:
 1. Autumn Blaze Maple
 2. Bloodgood London Plane Tree
 3. Silver Linden
 4. Maney Juniper
 5. Karl Foerster Feather Reed GrassRevise to comply with Appendix G.
 - iii. Per Appendix G, trees shall have a minimum caliper of 3". Trees proposed on plant schedule have a caliper ranging from 2 to 2.5". Revise to comply with Appendix G.

Please notify the Applicant of the review comments above and request clarification and/or resubmittal as the case may be. Please remind the Applicant to properly date all resubmittals. Southport East Design Guideline Requirements not specifically discussed above are in compliance but subject to further review pending resubmittal.

Please feel free to contact me regarding additional clarifications or questions.

(402) 431-6377 direct
dkerns@schemmer.com

Sincerely,

THE SCHEMMER ASSOCIATES, INC.



Dan Kerns, AIA, NCARB
Principal
Executive Manager, Architecture
Commercial Market Leader

DWG: F:\2023\00001-00000\023-00212\40-Design\AutoCAD\Preliminary Plans\Sheets\NOVA\C.EVC-02300212.dwg
 DATE: Jul 27, 2023 3:49pm
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LEGEND

- — — — — EXISTING PROPERTY LINE
- — — — — SD EXISTING STORM SEWER
- — — — — SS EXISTING SANITARY SEWER
- — — — — P-OH EXISTING OVERHEAD POWER
- — — — — P-UG EXISTING UNDERGROUND POWER
- — — — — W EXISTING WATER LINE
- — — — — CATV EXISTING CABLE/TELEVISION LINE
- — — — — TEL EXISTING TELEPHONE LINE
- — — — — G EXISTING GAS LINE
- ⊙ EXISTING STORM SEWER MANHOLE
- ⊙ EXISTING CURB INLET
- ⊙ EXISTING SANITARY SEWER MANHOLE
- ⊙ EXISTING BOLLARD
- ⊙ EXISTING SIGN
- ⊙ EXISTING IRRIGATION SYSTEM
- ⊙ EXISTING VEGETATION
- ⊙ EXISTING COLUMN
- ⊙ EXISTING WATER MANHOLE
- ⊙ EXISTING WATER VALVE
- ⊙ EXISTING FIRE HYDRANT
- ⊙ EXISTING GAS MARKER
- ⊙ EXISTING GAS VALVE
- ⊙ EXISTING TELEPHONE RISER
- ⊙ EXISTING TRANSFORMER
- ⊙ EXISTING ELECTRICAL RISER
- ⊙ EXISTING ELECTRICAL METER
- ⊙ EXISTING ELECTRICAL BOX
- ⊙ EXISTING ELECTRICAL VAULT
- ⊙ EXISTING ELECTRICAL OUTLET
- ⊙ EXISTING GUY WIRE
- ⊙ EXISTING LIGHT POLE
- ⊙ EXISTING POWER POLE WITH LIGHT
- ⊙ EXISTING POWER POLE
- ⊙ EXISTING BORE HOLE

- SD1 STORM MANHOLE
RIM EL. = 1073.36
32" RCP (NE) = 1066.76
32" RCP (SE) = 1066.76
- SD2 STORM MANHOLE
RIM EL. = 1067.60
18" RCP (NW) = 1062.29
36" RCP (NE) = 1061.32
32" RCP (SW) = 1061.60
- SD3 STORM MANHOLE
RIM EL. = 1067.41
12" RCP (SE) = 1063.11
- SD4 STORM MANHOLE
RIM EL. = 1066.49
36" RCP (NW) = 1060.88
18" RCP (SE) = 1061.51
36" RCP (SW) = 1061.19
- SD5 STORM MANHOLE
RIM EL. = 1061.89
12" RCP (SE) = 1056.33
18" RCP (NW) = 1057.45
- SD6 STORM MANHOLE
RIM EL. = 1061.97
36" RCP (NE) = 1055.98
36" RCP (SE) = 1056.13
18" RCP (E) = 1057.07
- SD7 STORM MANHOLE
RIM EL. = 1061.37
48" RCP (NE) = 1052.75
38" RCP (SW) = 1053.62
36" RCP (WNW) = 1053.02
- SD8 STORM MANHOLE
RIM EL. = 1060.88
12" RCP (SE) = 1059.23
36" RCP (ESE) = 1053.66

- SS1 SANITARY MANHOLE
RIM EL. = 1073.64
12" PVC (NE) = 1060.88
12" PVC (SE) = 1060.92
6" PVC (SW) = 1060.94
- SS2 SANITARY MANHOLE
RIM EL. = 1066.27
12" PVC (NE) = 1055.22
12" PVC (SSE) = 1055.27
12" PVC (WSW) = 1055.92
- SS3 SANITARY MANHOLE
RIM EL. = 1062.62
12" PVC (NE) = 1052.07
12" PVC (E) = 1052.16
12" PVC (SSW) = 1052.17
12" PVC (W) = 1052.11



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REV. NO.	DATE	REVISIONS DESCRIPTION

EXISTING CONDITIONS
 PUD SUBMITTAL

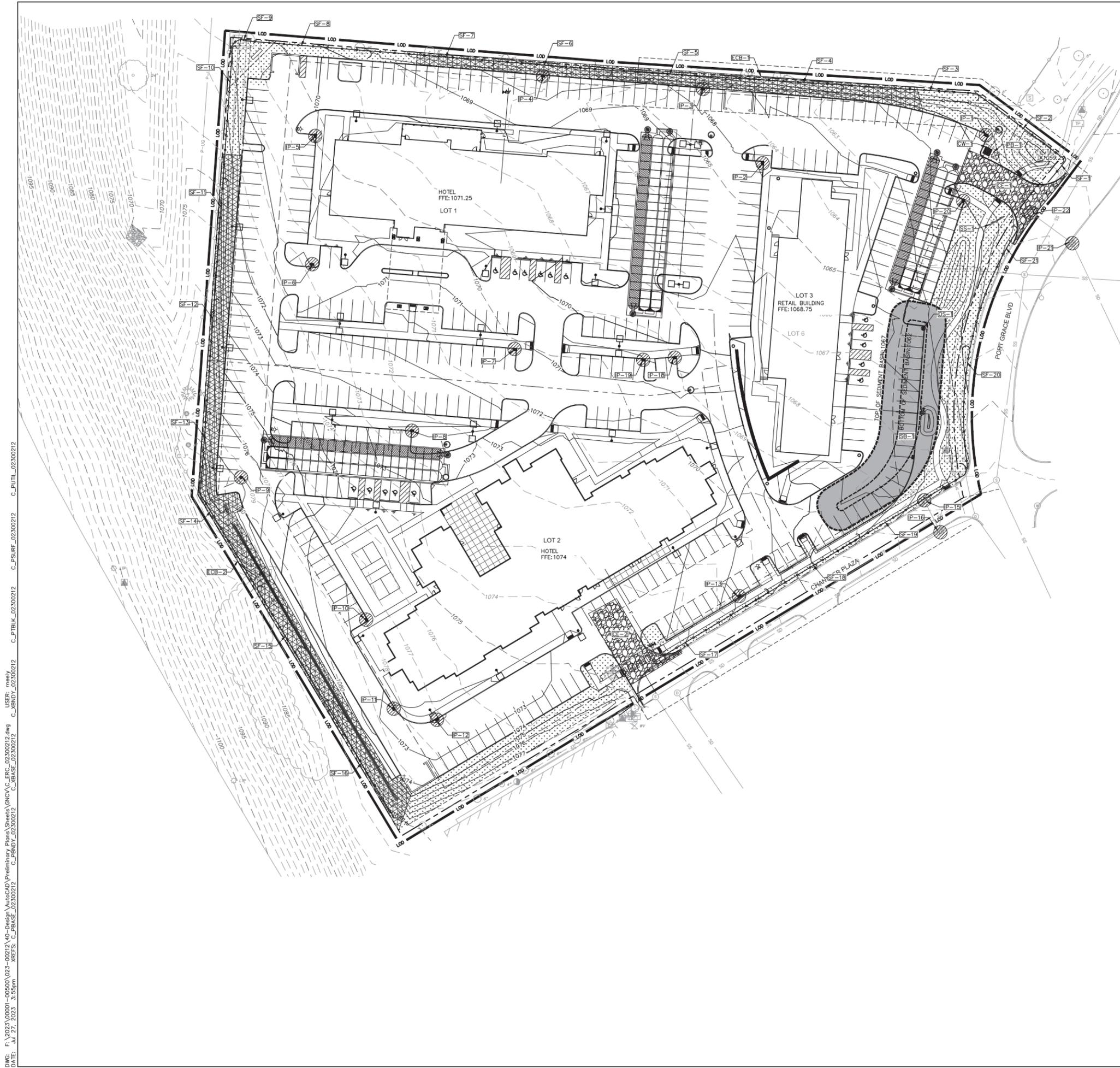
SOUTHPORT EAST
 PORT GRACE BLVD & S. 123RD PLAZA

LA VISTA, NE

2023

drawn by: KS
 checked by: BE
 approved by: EW
 QA/QC by: EW
 project no.: 02300212
 drawing no.: 061323
 date: 06/13/23

SHEET
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LEGEND

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

BMP LEGEND (REFERENCE DETAIL SHEET)

	PB-#	PORTABLE BATHROOM
	CE-#	EXISTING STABILIZED CONSTRUCTION ENTRANCE. MAINTAIN/REPAIR AS NECESSARY. REF. OMAHA REGIONAL STORMWATER MANUAL (FIG 9-3)
	IP-#	INLET PROTECTION. SEE DETAIL SHEET.
	SF-#	SILT FENCE. REF. OMAHA REGIONAL STORMWATER MANUAL (FIG 9-4, 9-5)
	CW-#	CONCRETE WASHOUT. SEE DETAIL SHEET.
	SS-#	SWPPP SIGN PER PCWP REQUIREMENTS
	ECB-#	EROSION CONTROL BLANKET (NORTH AMERICAN GREEN SC-150 OR APPROVED EQUAL); REF. OMAHA REGIONAL STORMWATER MANUAL (FIG. 4-51).
	SB-#	TEMPORARY SEDIMENT BASIN.
	OS-#	TEMPORARY OUTLET STRUCTURE / ANTI-VORTEX DEVICE. REFERENCE DETAIL SHEET.
		TEMPORARY SEEDING AREA; REFERENCE TEMPORARY SEEDING TABLE THIS SHEET.

- NOTES**
- CONSTRUCTION ENTRANCES MAY BE LOCATED AT THE CONTRACTOR'S DISCRETION PROVIDED THEY CONFORM TO THE REQUIREMENTS OF THE OMAHA STORMWATER DESIGN MANUAL.
 - ALL SILT FENCES SHALL BE INSTALLED IN NO GREATER THAN 100-FOOT RUNS. THE ENDS OF EACH RUN SHALL TURN UPHILL (J-HOOK) FOR AN APPROPRIATE DISTANCE (3-FOOT MINIMUM) TO KEEP WATER AND SEDIMENT FROM FLOWING TO THE NEXT SECTION OF SILT FENCE, TYPICAL. REFERENCE DETAIL SHEETS.
 - REFERENCE THE SEDIMENT AND EROSION CONTROL NOTES SHEET FOR MORE INFORMATION AND TEMPORARY SEEDING REQUIREMENTS THROUGHOUT CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR ANY FIELD MODIFICATIONS OF THE SWPPP DURING THE CONSTRUCTION DELAY / SETTLEMENT PHASE OF THE PROJECT TO MAINTAIN THE FUNCTIONALITY OF THE SWPPP AND COMPLY WITH ALL FEDERAL, STATE, AND LOCAL PERMIT REQUIREMENTS. REFERENCE THE GRADING PLAN FOR SETTLEMENT MONITORING NOTES.
 - CONTRACTOR SHALL PERMANENTLY SEED, INSTALL EROSION CONTROL BLANKET / SLOPE WATTLES AND STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE. FINAL SEEDING SHALL BE COMPLETED PRIOR TO PLACING FINAL EROSION CONTROL BLANKET.
 - REFERENCE THE LANDSCAPE PLAN FOR PERMANENT SEEDING / SOD / MULCH / PLANTING INFORMATION AND FINAL STABILIZATION REQUIREMENTS.
 - NO LAND DISTURBING ACTIVITIES ARE ALLOWED OUTSIDE THE PERMITTED LIMITS OF DISTURBANCE (LOD) WITHOUT APPROVAL FROM THE OWNER AND PROJECT ENGINEER THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IMMEDIATELY IF ANY DISTURBANCE IS NEEDED BEYOND THE PROPERTY LINE AND PERMITTED LOD AS SHOWN ON THE PLANS.

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

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EROSION CONTROL PLAN
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SOUTHPORT EAST
PORT GRACE BLVD & S. 123RD PLAZA

LA VISTA, NE

REVISIONS

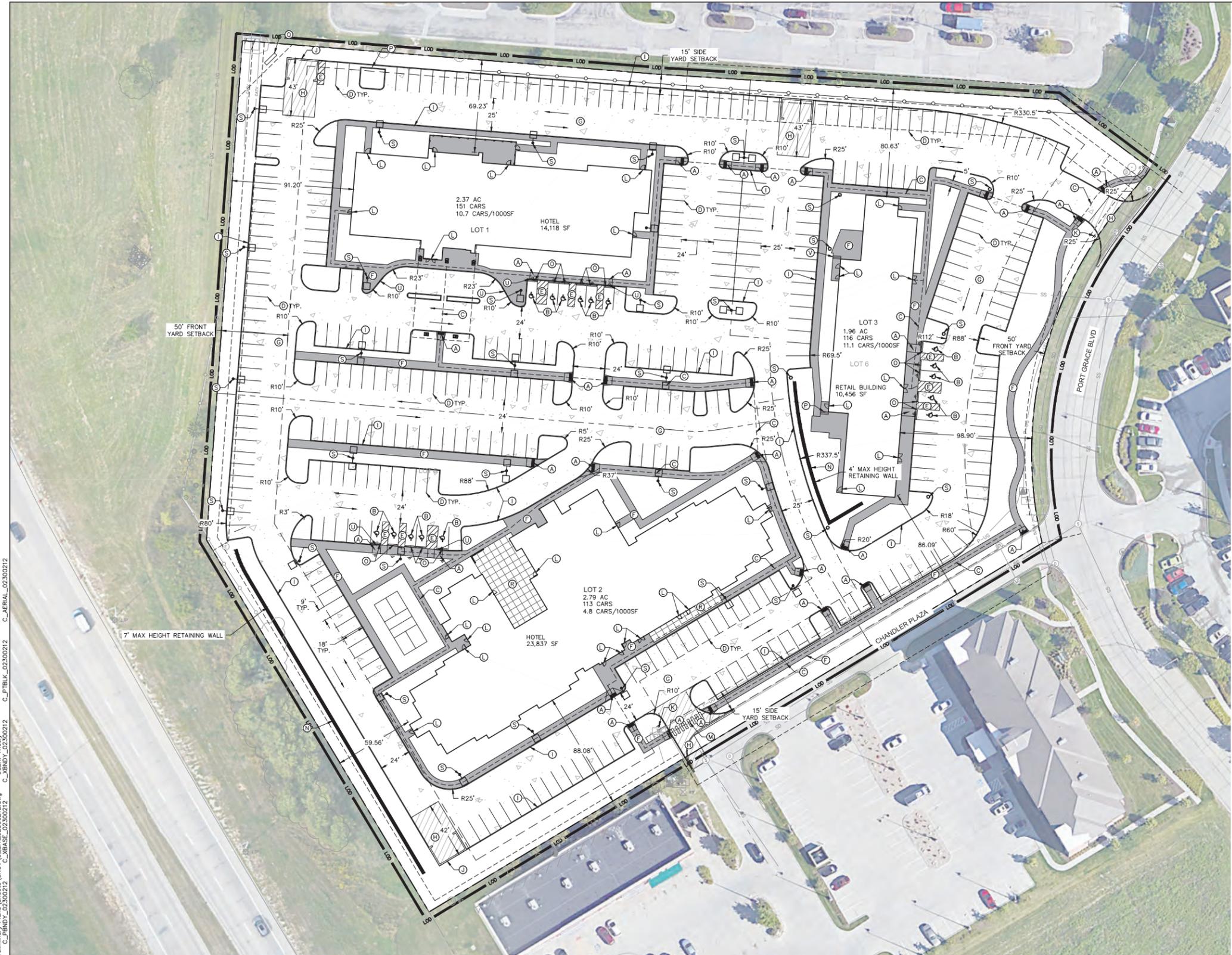
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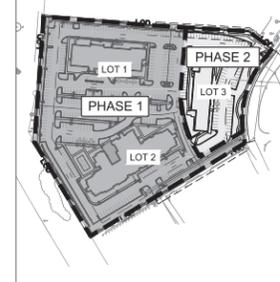
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VICINITY MAP
(NOT TO SCALE)

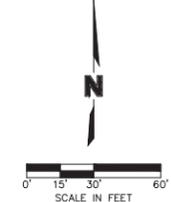


PHASING MAP

SITE KEY NOTES	
(A)	CONSTRUCT CURB RAMP PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS. REFERENCE CITY OF OMAHA STANDARD PLATE 500-82.
(B)	INSTALL ADA PARKING STALL AND ASSOCIATED STRIPING AND SIGNAGE PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS.
(C)	PROPOSED ADA ACCESSIBLE ROUTE PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS.
(D)	INSTALL 4-INCH WHITE PAVEMENT STRIPING. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
(E)	INSTALL 4-INCH WHITE PAVEMENT STRIPING AT 45°, 2-FOOT O.C. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
(F)	CONSTRUCT 4-INCH THICK P.C. SIDEWALK. REFERENCE CITY OF OMAHA STANDARD PLATE 503-01.
(G)	CONSTRUCT 6-INCH THICK STANDARD DUTY P.C. CONCRETE PAVEMENT.
(H)	CONSTRUCT 8-INCH DRIVE ENTRANCE APRON HEAVY DUTY P.C. CONCRETE PAVEMENT.
(I)	CONSTRUCT TYPE 'A' INTEGRAL CURB AND GUTTER PER CITY OF OMAHA STANDARD PLATE 500-01.
(J)	TRASH ENCLOSURE. REFERENCE ARCHITECTURAL PLANS. CONSTRUCT HEAVY DUTY PAVEMENT APRON AS SHOWN ON PLAN.
(K)	INSTALL STOP SIGN PER MUTCD STANDARDS AND PER CITY OF OMAHA STANDARD PLATES 906-03 AND 906-04. REFERENCE DETAIL SHEET.
(L)	STRUCTURAL STOOP AND DOOR. REFERENCE ARCHITECTURAL PLANS FOR EXACT LOCATION, SIZE, AND SLOPE.
(M)	INSTALL 24-INCH WHITE CROSSWALK PAVEMENT STRIPING. REFERENCE DETAIL SHEET. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
(N)	CONSTRUCT RETAINING WALL WITH RAILING WHERE REQUIRED PER CODE. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL PROVIDE ALL NECESSARY RETAINING WALL DESIGNS WHICH SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER. CONTRACTOR SHALL COORDINATE WITH OWNER AND ARCHITECT FOR APPROVAL OF FINAL WALL MATERIAL TYPE, STYLE AND COLOR PRIOR TO CONSTRUCTION. ALL FINAL WALL DESIGNS, PLANS AND MATERIAL INFORMATION SHALL BE SUBMITTED TO THE PROJECT ENGINEER FOR DOCUMENTATION PURPOSES ONLY. FINAL DESIGN TO BE PROVIDED ON PERMIT PLANS.
(O)	INSTALL PRECAST CONCRETE WHEEL STOP. REFERENCE DETAIL SHEET.
(P)	CONSTRUCT P.C. CONCRETE FLUME. REFERENCE DETAIL SHEET.
(Q)	PROPOSED DEVELOPMENT MONUMENT SIGN.
(R)	STAMPED DECORATIVE PAVEMENT. ARCHITECT TO COORDINATE WITH OWNER FOR FINAL DESIGN.
(S)	LIGHT POLE AND BASE. REFERENCE SITE LIGHTING PLAN.
(T)	CONSTRUCT KEVED JOINT PER CITY OF OMAHA STANDARD PLATE 501-01. 2'-6" NO 5. TIE BARS TO BE PROVIDED AT 3' ON CENTER.
(U)	TRANSITION CURB FROM 6-INCH TO 0-INCH OVER 6-FOOT. REFERENCE SPOT ELEVATION PLAN.
(V)	CONSTRUCT STEPS WITH RAILING.

- NOTE:**
- ALL DIMENSIONS SHOWN ARE BACK OF CURB
 - ALL RADII ARE 3' UNLESS OTHERWISE NOTED
 - TYPICAL PARKING STALLS ARE 9'X18' UNLESS OTHERWISE NOTED
 - ALL ADA STALLS ARE 8'X18'
 - ADA LOADING ZONES ARE 5'X18' OR 8'X18' FOR VAN ACCESSIBLE

SITE INFORMATION TABLE	
LEGAL DESCRIPTION:	SOUTHPORT EAST REPLAT 15 LOTS 1, 2, 3 SE 1/4 SEC 18 T1N 14N R12
EXISTING ZONING:	C-3/GATEWAY CORRIDOR DISTRICT
PROPOSED ZONING:	C-3/PUD/GATEWAY CORRIDOR DISTRICT
SETBACKS:	
FRONT YARD:	25'-0"
FRONT YARD: (PARKING PRESENT IN FRONT YARD)	50'-0"
SIDE YARD:	15'-0"
REAR YARD:	15'-0"
BUILDING COVERAGE:	15%
IMPERVIOUS COVERAGE:	62%
BUILDING HEIGHT:	70'-0" MAX
PARKING REQUIREMENTS:	
REQUIRED: (LOT 1)	119 STALLS (1 PER RENTAL UNIT; 119 UNITS; 5 STORIES; REQUIRES 119 STALLS)
PROVIDED: (LOT 1)	ON-SITE PARKING: 151 STALLS (10.7 CARS PER 1,000 SF)
REQUIRED: (LOT 2)	112 STALLS (1 PER RENTAL UNIT; 112 UNITS; 5 STORIES; REQUIRES 112 STALLS)
PROVIDED: (LOT 2)	ON-SITE PARKING: 113 STALLS (4.8 CARS PER 1,000 SF)
REQUIRED: (LOT 3)	53 STALLS (1 PER 200 SF; 10456 SF; REQUIRES 53 STALLS)
PROVIDED: (LOT 3)	ON-SITE PARKING: 116 STALLS (11.1 CARS PER 1,000 SF)
TOTAL REQUIRED:	284 STALLS
TOTAL PROVIDED:	380 STALLS
ACCESSIBLE PARKING:	
REQUIRED: (LOT 1)	6 (INCLUDING 1 VAN ACCESSIBLE STALL)
PROVIDED: (LOT 1)	6 (INCLUDING 1 VAN ACCESSIBLE STALL)
REQUIRED: (LOT 2)	5 (INCLUDING 1 VAN ACCESSIBLE STALL)
PROVIDED: (LOT 2)	5 (INCLUDING 1 VAN ACCESSIBLE STALL)
REQUIRED: (LOT 3)	5 (INCLUDING 1 VAN ACCESSIBLE STALL)
PROVIDED: (LOT 3)	5 (INCLUDING 1 VAN ACCESSIBLE STALL)
REQUIRED:	16 (INCLUDING 3 VAN ACCESSIBLE STALLS)
PROVIDED:	16 (INCLUDING 3 VAN ACCESSIBLE STALLS)



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REV. NO.	DATE	DESCRIPTION

2023

SITE PLAN
PUD SUBMITTAL

SOUTHPORT EAST
PORT GRACE BLVD & S. 123RD PLAZA

LA VISTA, NE

drawn by: KS

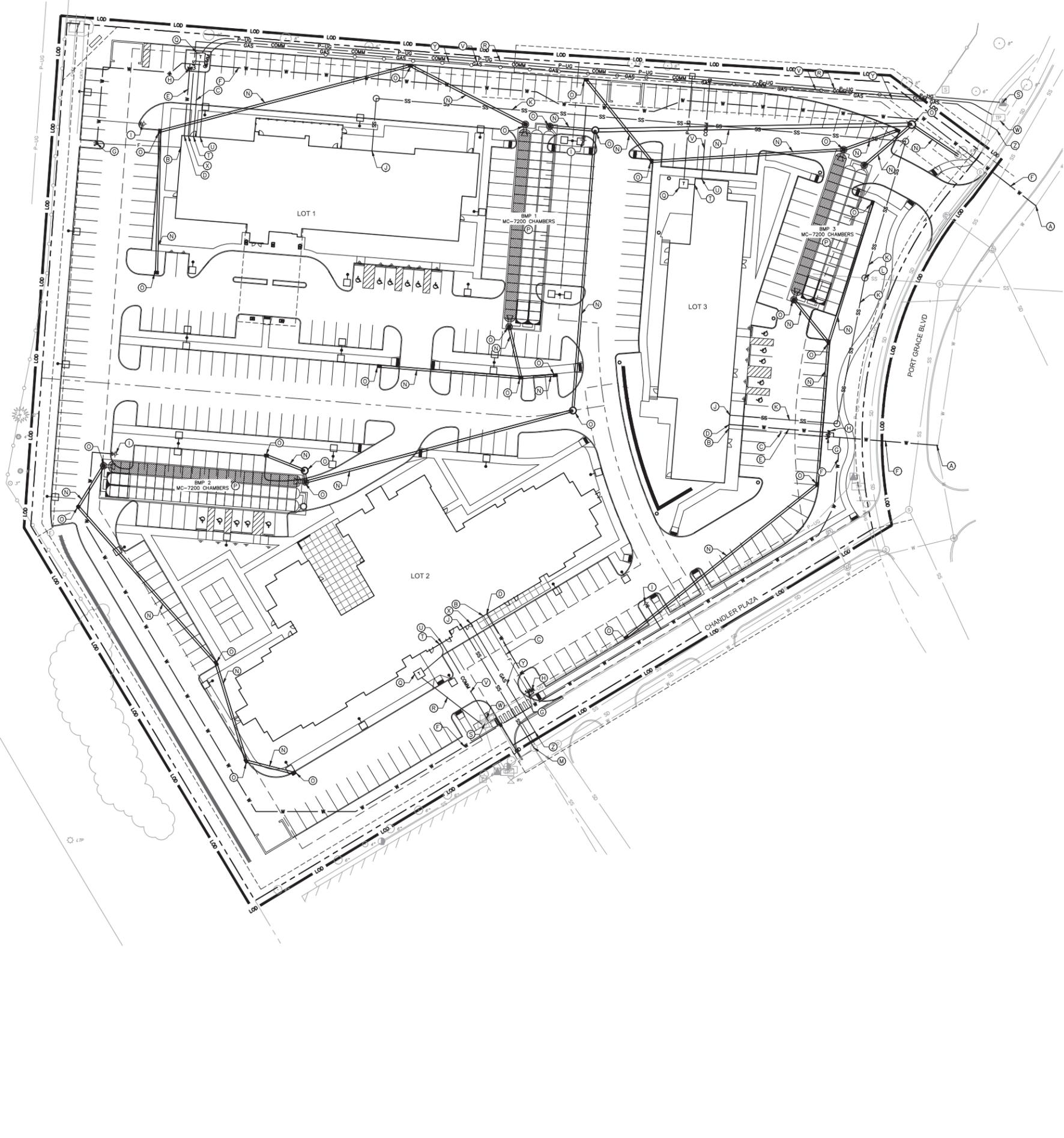
checked by: BE

approved by: EW

DATE: 06/13/23

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UTILITY KEY NOTES	
(A)	WATER MAIN CONNECTION: M.U.D. TO CONNECT TO EXISTING PUBLIC WATER MAIN. CONTRACTOR SHALL PROVIDE ALL STAKING, EXCAVATION AND TAPPING EQUIPMENT/FITTINGS AS REQUIRED BY M.U.D. (CONTRACTOR SHALL VERIFY), AND CONTACT M.U.D. TO MAKE THE CONNECTION. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF WATER MAIN AND CONTACT M.U.D. A MINIMUM OF 72 HOURS PRIOR TO SCHEDULED CONNECTION.
(B)	4" FIRE SERVICE LINE ENTRY LOCATION: CONTRACTOR SHALL PROVIDE AND INSTALL ALL APPURTENANCES ON THE FIRE SERVICE LINE PER M.U.D. REQUIREMENTS (CONTRACTOR SHALL VERIFY).
(C)	4" FIRE SERVICE LINE: CONTRACTOR SHALL PROVIDE AND INSTALL ALL BENDS, TEES, ELBOWS, ETC. WITH THRUST BLOCKING PER M.U.D. SPECIFICATIONS AND REQUIREMENTS (CONTRACTOR SHALL VERIFY).
(D)	2" DOMESTIC WATER SERVICE ENTRY LOCATION: METER IS LOCATED INSIDE THE BUILDING. REFERENCE M.E.P. PLANS FOR CONTINUATION INTO THE BUILDING. CONTRACTOR SHALL COORDINATE WITH M.U.D. FOR INSPECTIONS PRIOR TO CONNECTION.
(E)	2" DOMESTIC WATER SERVICE LINE: CONTRACTOR SHALL PROVIDE AND INSTALL ALL BENDS, TEES, ELBOWS, ETC. WITH THRUST BLOCKING PER M.U.D. REQUIREMENTS (CONTRACTOR SHALL VERIFY).
(F)	6" WATER SERVICE MAIN. CONTRACTOR SHALL PROVIDE AND INSTALL ALL BENDS, TEES, ELBOWS, ETC. WITH THRUST BLOCKING PER M.U.D. REQUIREMENTS (CONTRACTOR SHALL VERIFY).
(G)	INSTALL POST INDICATOR VALVE WITH ADDRESS TAG.
(H)	INSTALL GATE VALVE, M.J. WITH BOX PER M.U.D. REQUIREMENTS.
(I)	INSTALL FIRE HYDRANT ASSEMBLY PER M.U.D. REQUIREMENTS.
(J)	6" SANITARY SEWER SERVICE ENTRY LOCATION
(K)	6" SANITARY SEWER SERVICE
(L)	CONSTRUCT 54" DIA. SANITARY SEWER MANHOLE OVER EXISTING SANITARY SEWER STUB. REFERENCE CITY OF OMAHA STANDARD PLATES.
(M)	TAP EXISTING SANITARY SEWER MANHOLE.
(N)	CONSTRUCT STORM SEWER: CONTRACTOR SHALL INSTALL STORM SEWER SERVICE AT 1.0% MINIMUM SLOPE.
(O)	CONSTRUCT STORM SEWER GRATE/CURB INLET.
(P)	PROPOSED UNDERGROUND DETENTION
(Q)	CONCRETE TRANSFORMER PAD LOCATION: CONTRACTOR SHALL VERIFY EXACT LOCATION AND SIZE OF CONCRETE PAD, BOLLARDS AND MATERIAL REQUIREMENTS WITH O.P.P.D. AND M.E.P. PLANS AND INSTALL ALL ITEMS AS REQUIRED BY O.P.P.D.
(R)	PRIMARY POWER SERVICE: CONTRACTOR SHALL PROVIDE AND INSTALL CONDUIT AND ALL NECESSARY PULL BOXES PER O.P.P.D. REQUIREMENTS (CONTRACTOR SHALL VERIFY). MINIMUM CONDUIT BURY IS 42-INCHES. O.P.P.D. TO PROVIDE AND INSTALL PRIMARY CABLE AND MAKE CONNECTION TO TRANSFORMER.
(S)	PRIMARY POWER CONNECTION: COORDINATE WITH O.P.P.D. FOR EXACT TIE-IN LOCATION. O.P.P.D. TO MAKE CONNECTION TO EXISTING SERVICE. CONTRACTOR SHALL COORDINATE WITH O.P.P.D. AS NECESSARY FOR SCHEDULING.
(T)	SECONDARY POWER SERVICE ENTRY LOCATION: CONTRACTOR SHALL PROVIDE AND INSTALL ALL MATERIALS NEEDED TO ESTABLISH SECONDARY SERVICE FROM THE TRANSFORMER TO THE BUILDING.
(U)	COMMUNICATION LINE ENTRY LOCATION: COMMUNICATION COMPANY TO MAKE CONNECTIONS TO THE BUILDING.
(V)	COMMUNICATION SERVICE: CONTRACTOR SHALL SUPPLY AND INSTALL CONDUITS WITH PULL ROPES, AND ALL NECESSARY PULL BOXES PER THE REQUIREMENTS OF THE COMMUNICATION COMPANY (CONTRACTOR TO VERIFY). CONTRACTOR SHALL CONFIRM WITH M.E.P. PLANS AND COMMUNICATION COMPANY FOR LOCATION OF PROPOSED SERVICE AND REQUIREMENTS FOR CONDUIT SIZE/TYPE/NUMBER AND MINIMUM BURY DEPTH. COMMUNICATION COMPANY TO PROVIDE AND INSTALL SERVICE WIRES.
(W)	COMMUNICATION CONNECTION: COMMUNICATION COMPANY TO MAKE CONNECTION TO EXISTING SERVICE. CONTRACTOR SHALL COORDINATE WITH COMMUNICATION COMPANY AS NECESSARY FOR SCHEDULING.
(X)	GAS ENTRY LOCATION: M.U.D. TO INSTALL THE METER AND MAKE CONNECTION AT THE BUILDING. CONTRACTOR SHALL INSTALL BOLLARD PROTECTION AS REQUIRED BY M.U.D. AND SHALL COORDINATE WITH M.U.D. AS NECESSARY FOR FINAL BUILDING CONNECTION.
(Y)	GAS LINE: M.U.D. TO INSTALL GAS LINE. CONTRACTOR SHALL PROVIDE STAKING AND COORDINATE WITH M.U.D. AS NECESSARY TO ENSURE INSTALLATION OF GAS LINES ARE COMPLETED PRIOR TO SITE PAVING OR CURB PLACEMENT.
(Z)	GAS LINE CONNECTION: M.U.D. TO MAKE CONNECTION TO EXISTING MAIN. CONTRACTOR SHALL COORDINATE WITH M.U.D. AS NECESSARY FOR SCHEDULING.



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UTILITY PLAN
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 SOUTHPORT EAST
 PORT GRACE BLVD & S. 123RD PLAZA

LA VISTA, NE

drawn by: KS
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REVISIONS

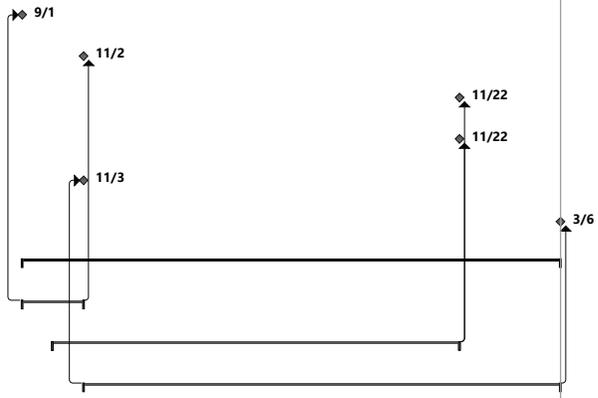
2023

LAVISTA, NE HOTEL DEVELOPMENT - PRELIMINARY ROLLED UP SCHEDULE

Mon 6/12/23

ID	Task Name	Duration	Start	Finish	Qtr 1, 2023												Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
0	LAVISTA, NE HOTEL DEVELOPMENT - PRELIMINARY ROLLED UP SCHEDULE	548 days	Tue 1/31/23	Thu 3/6/25																																																
1	Milestones	395 days	Fri 9/1/23	Thu 3/6/25																																																
2	Overlot Grading Commencement	0 days	Fri 9/1/23	Fri 9/1/23																																																
3	Overlot Grading Substantial Completion	0 days	Thu 11/2/23	Thu 11/2/23																																																
4	Lot 1 Hotel Commencement	0 days	Fri 11/22/24	Fri 11/22/24																																																
5	Lot 1 Hotel Substantial Completion	0 days	Fri 11/22/24	Fri 11/22/24																																																
6	Lot 2 Hotel Commencement	0 days	Fri 11/3/23	Fri 11/3/23																																																
7	Lot 2 Hotel Substantial Completion	0 days	Thu 3/6/25	Thu 3/6/25																																																
8	Phase 1	395 days	Fri 9/1/23	Thu 3/6/25																																																
9	Overlot Grading (Phase 1 & 2)	45 days	Fri 9/1/23	Thu 11/2/23																																																
12	Lot 1 Hotel	300 days	Mon 10/2/23	Fri 11/22/24																																																
15	Lot 2 Hotel	350 days	Fri 11/3/23	Thu 3/6/25																																																
18	Phase 2 (TBD)	0 days	Tue 1/31/23	Tue 1/31/23																																																

1/31



Task	Summary	Inactive Milestone	Milestone	Duration-only	Start-only	External Milestone	Critical Split
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress	Manual Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Critical	Manual Progress	

DRAFT



① REAR ELEVATION
1/8" = 1'-0"

EIFS-1 MID-FACADE	2,827 SF	29%
EIFS-2 MID-FACADE	1,185 SF	14%
BRICK MID-FACADE	983 SF	11%
STONE MID-FACADE	619 SF	7%
WINDOWS MID-FACADE	3,500 SF	39%
TOTAL	8,914 SF	100%



② FRONT ELEVATION
1/8" = 1'-0"

EIFS-1 MID-FACADE	1,887 SF	21%
EIFS-2 MID-FACADE	1,513 SF	17%
BRICK MID-FACADE	1,974 SF	22%
STONE MID-FACADE	616 SF	7%
WINDOWS MID-FACADE	3,061 SF	33%
TOTAL	9,051 SF	100%

MATERIAL LEGEND

	EIFS - 1		EIFS - 2
	STONE		BRICK



① LEFT ELEVATION
1/8" = 1'-0"

EIFS-1 MID-FACADE	1,430 SF	45%
EIFS-2 MID-FACADE	0 SF	0%
BRICK MID-FACADE	758 SF	24%
STONE MID-FACADE	843 SF	26%
WINDOWS MID-FACADE	144 SF	5%
TOTAL	3,175 SF	100%



② RIGHT ELEVATION
1/8" = 1'-0"

EIFS-1 MID-FACADE	0 SF	0%
EIFS-2 MID-FACADE	1,920 SF	59%
BRICK MID-FACADE	522 SF	16%
STONE MID-FACADE	685 SF	21%
WINDOWS MID-FACADE	144 SF	4%
TOTAL	3,271 SF	100%

**HOLIDAY INN EXPRESS
FORMULA BLUE 2.1
LA VISTA, NE**

TOTAL BUILDING - FACADES COMBINED
(2ND FLOOR LEVEL TO CORNICE)

EIFS-1 MID-FACADE	5,847 SF	24%
EIFS-2 MID-FACADE	4,618 SF	19%
STONE MID-FACADE	2,763 SF	11%
BRICK MID-FACADE	4,334 SF	18%
WINDOWS MID-FACADE	6,849 SF	28%
TOTAL	24,411 SF	100%

MATERIAL LEGEND

	EIFS - 1		EIFS - 2
	STONE		BRICK

DRAFT



① ELEVATION - LEFT
3/32" = 1'-0"

TOTAL MATERIAL SF AND %	
BRICK MID-FACADE - 16,759 SF	50%
STONE MID-FACADE - 4,063 SF	12%
EIFS 1 - ACCENT MID-FACADE - 5,828 SF	18%
EIFS 2 - BRICK MATCHING - 451 SF	1%
EIFS 3 - STONE MATCHING - 170 SF	1%
WINDOWS - 6,018	18%
TOTAL SF - 33,289	100%

MATERIAL LEGEND

	EIFS - ACCENT MID-FACADE (SECONDARY)
	EIFS - MATCH BRICK MID-FACADE (SECONDARY)
	COMPOSITE STONE / SPLIT FACE BLOCK BASE (SECONDARY)
	EIFS - MATCH STONE MID-FACADE (SECONDARY)
	BRICK MID-FACADE (PRIMARY)

MATERIAL SF AND %	
BRICK MID-FACADE - 1,905 SF	61%
EIFS 1 - ACCENT MID-FACADE - 329 SF	10%
EIFS 2 - BRICK MATCHING - 203 SF	6%
COMPOSITE STONE MID-FACADE - 341 SF	11%
WINDOWS - 362 SF	12%
TOTAL - 3,140 SF	100%



② 3D AXON FROM FRONT LEFT

MATERIAL SF AND %	
BRICK MID-FACADE - 6,877 SF	51%
EIFS 1 - ACCENT MID-FACADE - 2,628 SF	19%
EIFS 2 - BRICK MATCHING - 44 SF	1%
COMPOSITE STONE MID-FACADE - 1,365 SF	10%
WINDOWS - 2,633 SF	19%
TOTAL - 13,547 SF	100%



③ ELEVATION - FRONT
3/32" = 1'-0"



**RESIDENCE INN by MARRIOTT
GENERATION 9.1
LA VISTA, NE**

A2-1
2023.06.26



① 3D PERSPECTIVE FROM FRONT RIGHT

MATERIAL SF AND %	
BRICK MID-FACADE - 1,915 SF	62%
EIFS 1 - ACCENT MID-FACADE - 296 SF	10%
EIFS 2 - BRICK MATCHING - 160 SF	5%
COMPOSITE STONE MID-FACADE - 362 SF	12%
WINDOWS - 344 SF	11%
TOTAL - 3,077 SF	100%



② ELEVATION - RIGHT
3/32" = 1'-0"

TOTAL MATERIAL SF AND %	
BRICK MID-FACADE - 16,759 SF	50%
STONE MID-FACADE - 4,063 SF	12%
EIFS 1 - ACCENT MID-FACADE - 5,828 SF	18%
EIFS 2 - BRICK MATCHING - 451 SF	1%
EIFS 3 - STONE MATCHING - 170 SF	1%
WINDOWS - 6,018	18%
TOTAL SF - 33,289	100%

MATERIAL LEGEND

- EIFS - ACCENT MID-FACADE (SECONDARY)
- EIFS - MATCH BRICK MID-FACADE (SECONDARY)
- COMPOSITE STONE / SPLIT FACE BLOCK BASE (SECONDARY)
- EIFS - MATCH STONE MID-FACADE (SECONDARY)
- BRICK MID-FACADE (PRIMARY)

MATERIAL SF AND %	
BRICK MID-FACADE - 5,536 SF	46%
EIFS 1 - ACCENT MID-FACADE - 2,326 SF	20%
EIFS 2 - BRICK MATCHING - 44 SF	1%
COMPOSITE STONE MID-FACADE - 1,386 SF	11%
WINDOWS - 2,658 SF	22%
TOTAL - 11,906 SF	100%



③ ELEVATION - BACK
3/32" = 1'-0"

TRAFFIC MEMO

To:	Pat Dowse, PE
From:	Dan Bellizzi, PE, PTOE
RE:	La Vista Hotels REV Development
Date:	June 5, 2023
Olsson Project #:	023-00212

Introduction and Objective

This memorandum documents the results of the analyses of a proposed site within the Southport Development along Port Grace Boulevard north of Southport Parkway in La Vista, Nebraska. The purpose of this memorandum is to provide analysis of the impacts of new site traffic volumes and patterns on the existing roadway network. The approximate location of the proposed development is shown on the Vicinity Map in **Figure 1** at the end of the memorandum.

Data Collection

The data collection effort included obtaining peak hour turning movement counts (TMC) and documentation of current roadway geometrics and traffic control. Olsson coordinated intersection TMC on Tuesday, May 9, 2023, at the following intersections:

- Southport Parkway and Port Grace Boulevard
- Eastport Parkway and Port Grace Boulevard

Counts were conducted in 15-minute intervals from 7:00 AM – 9:00 AM and 4:00 PM – 6:00 PM. Peak hours occurred from 7:15 AM – 8:15 AM and 4:30 PM – 5:30 PM for the AM and PM periods, respectively. A summary of the existing volumes is illustrated in **Figure 2**. Raw data is included in the **Appendix**.

Existing Conditions

Existing traffic conditions were evaluated to identify any existing deficiencies and to provide a baseline for comparison purposes.

Existing Roadway Conditions

There are three major roadways within the study area: Southport Parkway, Eastport Parkway, and Port Grace Boulevard. Current roadway characteristics are summarized in **Table 1** below. Data for each facility was acquired from aerial photography and the Nebraska Department of Transportation (NDOT) and Metropolitan Area Planning Agency (MAPA) function classification maps.

Table 1. Existing Roadway Characteristics

Roadway	Section	Median	Posted Speed	Functional Classification
Southport Parkway	2-Lane	Divided	25 mph	Minor Collector
Eastport Parkway	3-Lane	TWLTL	25 mph	Major Collector
Port Grace Boulevard	2-Lane	Undivided	35 mph	Local

All intersections within the Southport development are stop-controlled. Along Southport Parkway, dedicated left-turn lanes are installed at each intersection. Within the Southport development, there are sidewalks constructed with developed parcels. As the area continues to develop, sidewalks are anticipated to be constructed and gaps in sidewalk connections filled in. Existing lane configurations and traffic control are illustrated in **Figure 3**.

Existing Capacity Analysis

Capacity analyses were performed for the existing study intersections using the existing lane configurations and traffic control. Analysis was conducted using Synchro, Version 11 which is based on the Highway Capacity Manual (HCM), 6th Edition delay methodologies. For simplicity, the amount of control delay is equated to a grade or Level of Service (LOS) based on thresholds of driver acceptance. The amount of delay is assigned a letter grade A through F, LOS A representing little or no delay and LOS F representing very high delay. **Table 2** shows the delays associated with each LOS grade for signalized and unsignalized intersections, respectively. AM and PM peak hours were analyzed.

Table 2. Intersection Level of Service Criteria.

Level of Service	Average Control Delay (seconds)	
	Signalized	Unsignalized
A	< 10	< 10
B	> 10-20	> 10-15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F	> 80	> 50

Highway Capacity Manual (6th Edition)

Results of the capacity analysis for existing conditions indicate that all movements operate at LOS B or better during both peak hours. The 95th percentile queue lengths for all movements are at the study intersections are contained within existing storage lengths.

The existing capacity analysis summary is shown in **Figure 4**. Detailed results are included in the **Appendix**.

Future Conditions (No Development)

The long-range horizon (2050) background traffic volumes were generated to establish a future year baseline for comparison purposes. The year 2050 was chosen to represent the long-term horizon year that coincides with the current MAPA long-range traffic model.

The year 2050 peak hour volumes were established based on future volumes projected in the *Nebraska Multi-sport Complex (NMSC Study)* traffic impact study. The future traffic volumes established in the *NMSC Study* at external intersections, such as Giles Road and Southport parkway, assumed undeveloped lots within Southport would be developed by 2050 and would have been included with the background volume growth applied to those intersections. Therefore, external intersections were not analyzed as part of this memorandum. Based on the *NMSC Study*, a 2 percent annual growth rate was applied to existing traffic volumes. The 2050 background traffic volumes are shown in **Figure 5**.

2050 Background Capacity Analysis

There were no roadway improvements included in the 2050 background capacity analysis.

Results of the analysis indicated that turning movements are anticipated to operate similar to existing conditions. All turning movements are anticipated to operate at LOS B or better in both peak hours. All queue lengths are anticipated to be no more than one vehicle in either peak hour.

The 2050 Background peak hour volumes and capacity analysis is shown in **Figure 6**. Detailed results are included in the **Appendix**.

Site Characteristics

Trips anticipated to be associated with the proposed development were generated and assigned to the study network to determine impacts to the existing roadway network. There is one direct access point proposed as part of the development, located along Port Grace Boulevard on the north side of the site. A second access is proposed along My Place Hotel Drive (123rd Plaza) just west of Port Grace Boulevard. The site plan is illustrated in **Figure 7**.

The site is proposed in the Southport East development area. The proposed site plan includes hotel and shopping center land uses. Traffic for typical site uses was estimated by applying Institute of Transportation Engineers (ITE) trip generation rates to the parcel and distributing the resulting trips throughout the network. The ITE provides rates to calculate the traffic generation of common land uses in the *Trip Generation Manual, 11th Edition*. In this case, the Hotel and Shopping Center land uses were used.

Based on the rates prescribed in the *Trip Generation Manual*, the site is expected to generate 2,348 daily trips, 115 AM peak hour trips, and 180 PM peak hour trips. The trip generation is shown in **Table 3**. The trip distribution and site trips are shown in **Figure 8** and **Figure 9**, respectively.

When a site supports multiple uses, internal capture can be considered. Internal capture represents the portion of trips generated within a site that begin and end within the development; the trips stay within the site and do not access the external road network. The AM and PM internal capture methodology is provided in the *ITE Trip Generation Handbook, 3rd Edition*. The daily internal capture was estimated using a combination of the AM and PM trip origins within a mixed-use development. The resulting internal capture for daily, AM peak, and PM peak trips was 44 daily trips, 0 AM peak hour trips, and 6 PM peak hour trips.

After reductions, the site is anticipated to generate 2,304 new daily trips, 115 new AM peak hour trips, and 174 new PM peak hour trips.

Table 3. REV Development Trip Generation

Daily Trips										
ITE 11th Ed					Trip Gen.	Daily	Trip Distribution		Total Daily Trips	
Code	Land Use	Size	Units	Avg. Rate/Eq.		Trips	Enter	Exit	Enter	Exit
210	Hotel	111	Rooms	=10.84(X)-423.51		780	50%	50%	390	390
210	Hotel	112	Rooms	=10.84(X)-423.51		791	50%	50%	395	395
820	Shopping Center	21,000	SF	37.01		777	50%	50%	388	388
AM Peak Hour Trips										
ITE 11th Ed					Trip Gen.	AM	Trip Distribution		Total AM Trips	
Code	Land Use	Size	Units	Avg. Rate/Eq.		Trips	Enter	Exit	Enter	Exit
210	Hotel	111	Rooms	=0.50(X)-7.45		48	56%	44%	27	21
210	Hotel	112	Rooms	=0.50(X)-7.45		49	56%	44%	27	22
820	Shopping Center	21,000	SF	0.84		18	62%	38%	11	7
PM Peak Hour Trips										
ITE 11th Ed					Trip Gen.	PM	Trip Distribution		Total PM Trips	
Code	Land Use	Size	Units	Avg. Rate/Eq.		Trips	Enter	Exit	Enter	Exit
210	Hotel	111	Rooms	=0.74(X)-27.89		54	51%	49%	28	26
210	Hotel	112	Rooms	=0.74(X)-27.89		55	51%	49%	28	27
820	Shopping Center	21,000	SF	3.4		71	48%	52%	34	37

Plus Site Conditions Analysis

The existing and 2050 background traffic volumes were combined with the expected site trips. Existing plus Site and 2050 plus Site peak hour volumes are illustrated in **Figure 10** and **Figure 11**, respectively. The build out of the NMSC was included in both plus site capacity analysis scenarios. The build out included the east leg at Eastport Parkway and Port Grace Boulevard. No other roadway improvements are anticipated with the site development.

Existing plus Site Capacity Analysis

Results of the capacity analysis indicate individual movements are anticipated to operate at LOS B or better in both peak hours. The 95th percentile queue lengths are anticipated to be contained within turn lane storage bays.

The existing plus site capacity analysis summary is illustrated with **Figure 12**. Detailed results are included in the **Appendix**.

2050 plus Site Capacity Analysis

Results of the capacity analysis indicate individual movements are anticipated to operate at LOS C or better in both peak hours. The 95th percentile queue lengths are anticipated to be contained within turn lane storage bays.

The existing plus site capacity analysis summary is illustrated with **Figure 13**. Detailed results are included in the **Appendix**.

Summary and Conclusions

This memorandum summarizes analyses conducted for the proposed REV Development in the Southport East development area in La Vista, Nebraska.

Conclusions

The general findings for this traffic impact study include the following:

1. The development is expected to have two hotel buildings and a commercial retail building constructed.
 - a. Permanent access to the site is proposed at two access points: one on Port Grace Boulevard and one on My Place Hotel Drive (123rd Plaza) west of Port Grace Boulevard.
 - b. The site is expected to generate 2,348 daily trips, 115 AM peak hour trips, and 180 PM peak hour trips.
2. The development is not expected to have a significant impact to the study area roadway network.

Based on the analysis performed in this memorandum, there are no recommended roadway improvements.

FIGURE 1

Vicinity Map

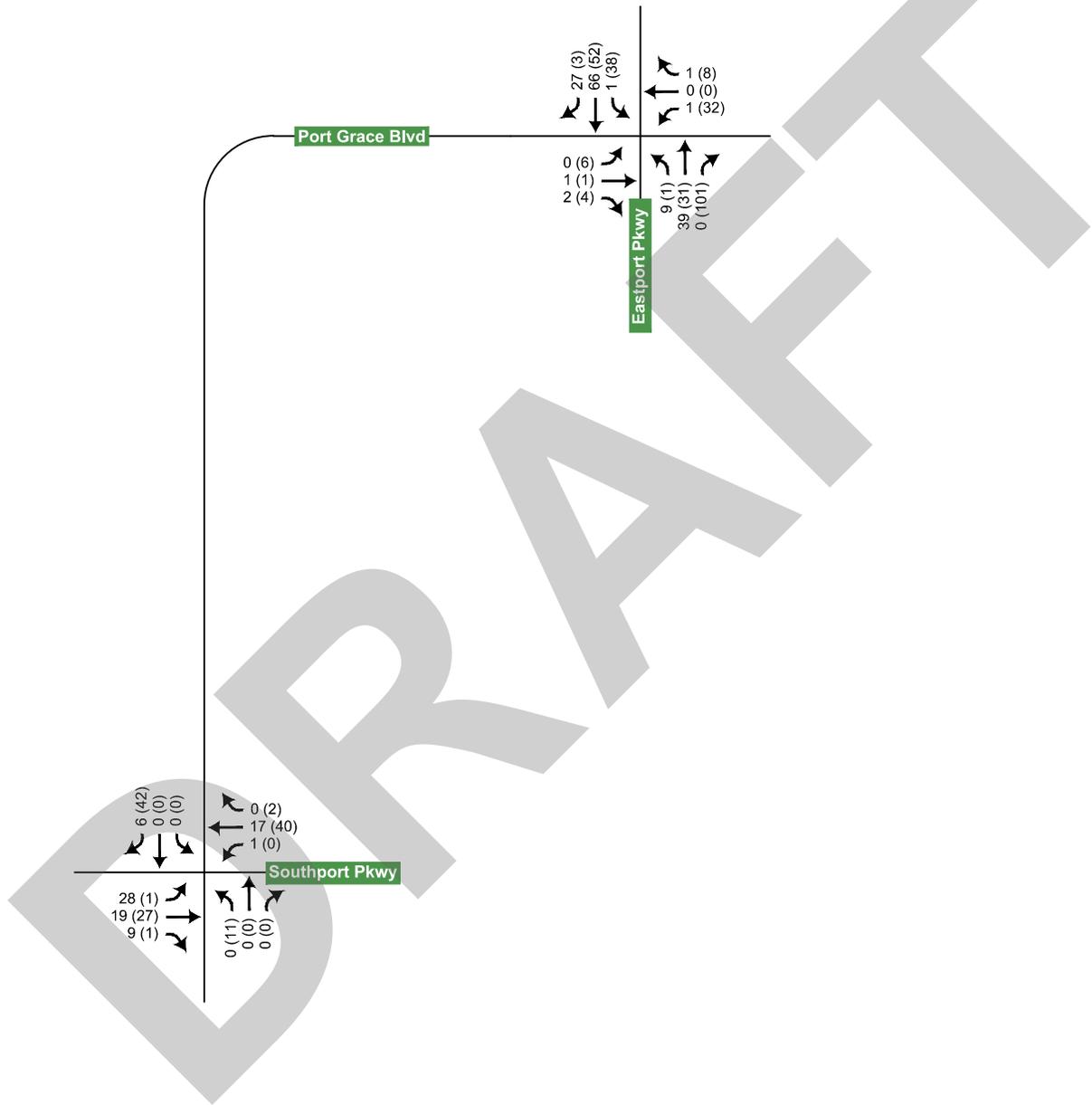


LEGEND

-  Study Intersection
-  Project Area

FIGURE 2

Existing Peak Hour Volumes

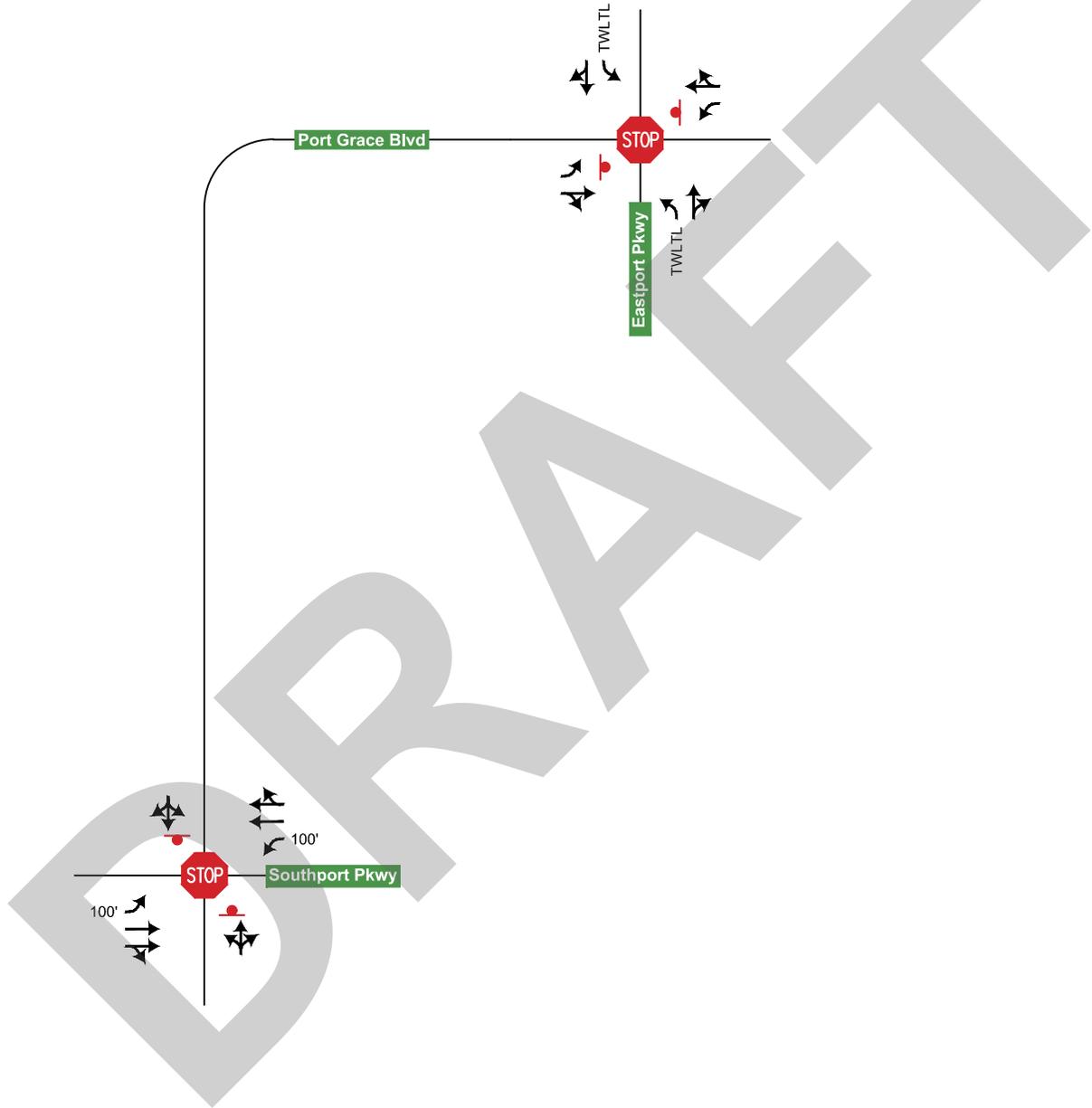


LEGEND

AM (PM) Peak Hour Volumes

FIGURE 3

Existing Lane Configuration and Traffic Control



LEGEND

xx' → Lane Configuration & Storage Length



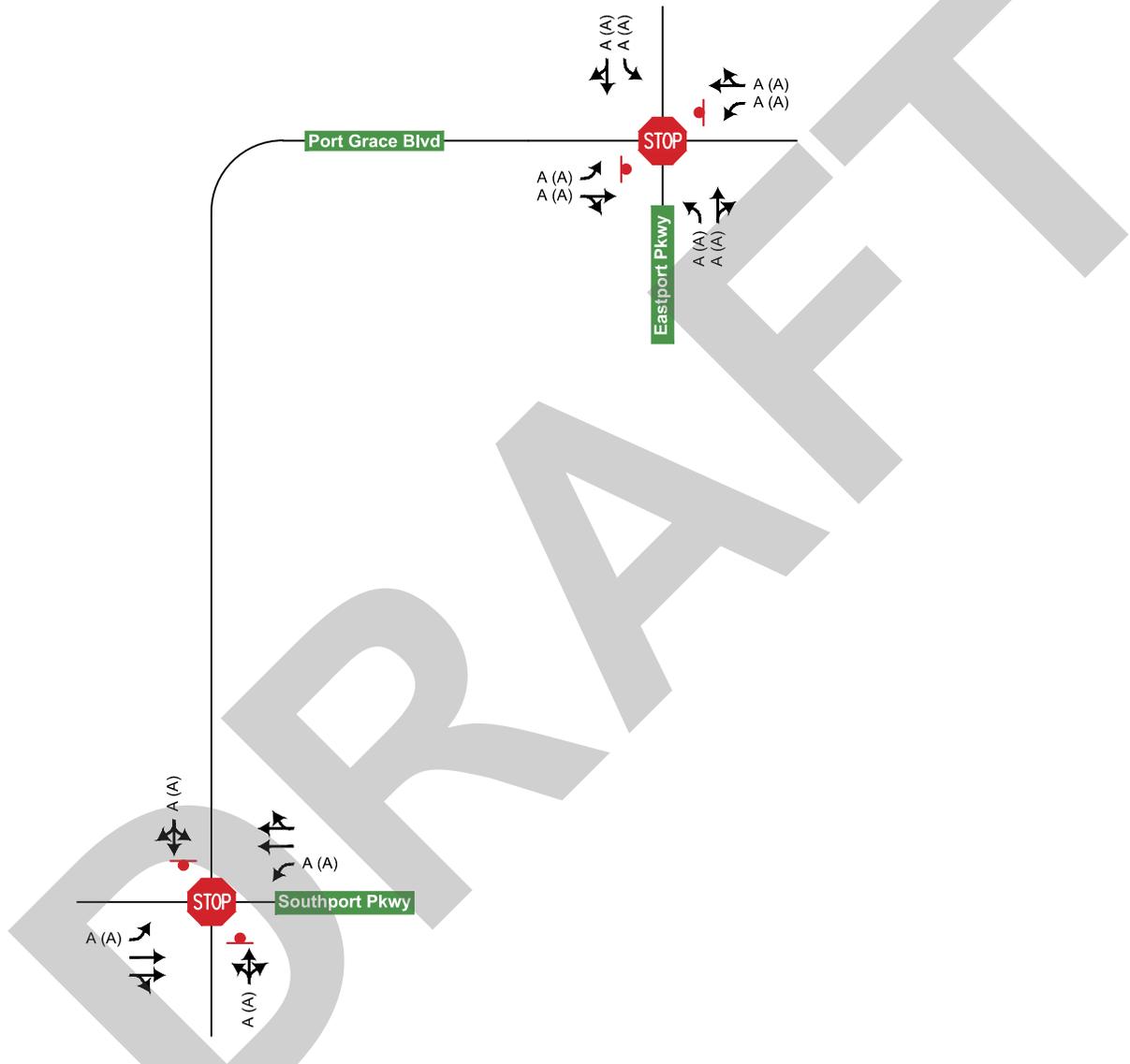
Stop Controlled Intersection



Stop Sign

FIGURE 4

Existing Capacity Analysis

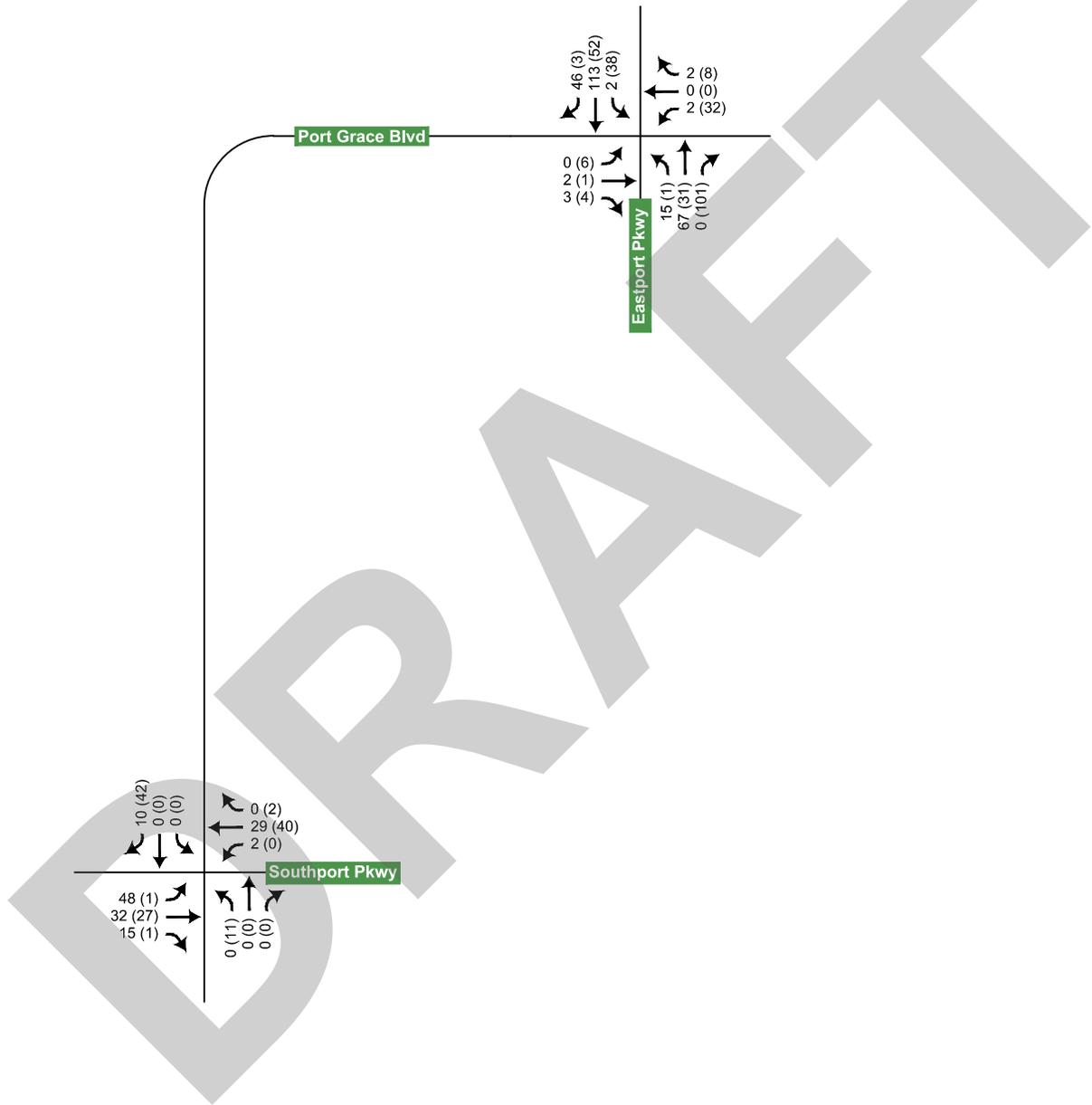


LEGEND

-  Lane Configuration
- AM (PM) Movement LOS
-  Stop Controlled Intersection
-  Stop Sign

FIGURE 5

2050 Background Peak Hour Volumes

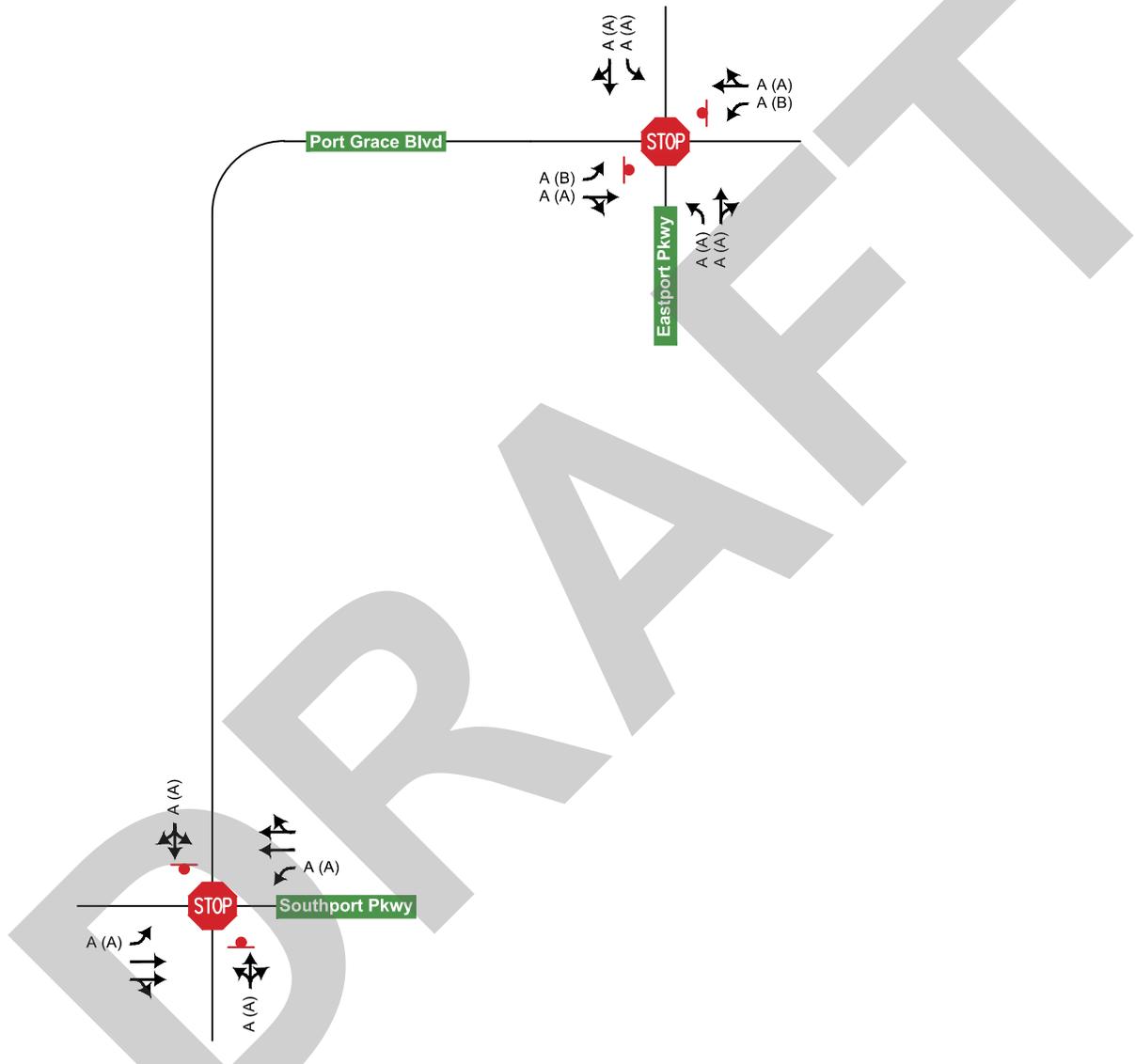


LEGEND

AM (PM) Peak Hour Volumes

FIGURE 6

2050 Background Capacity Analysis



LEGEND

-  Lane Configuration
- AM (PM) Movement LOS
-  Stop Controlled Intersection
-  Stop Sign

FIGURE 7

Site Plan

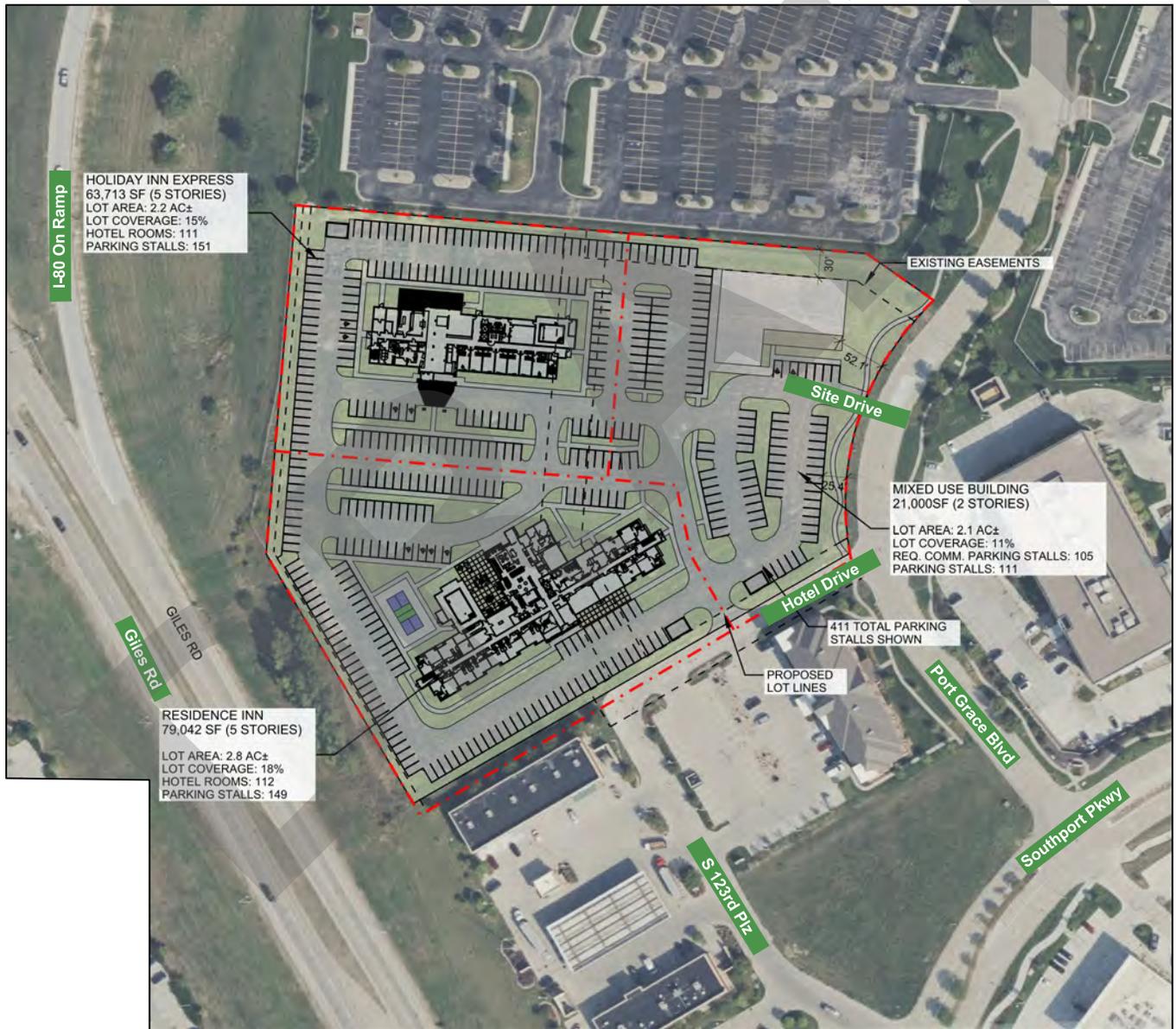
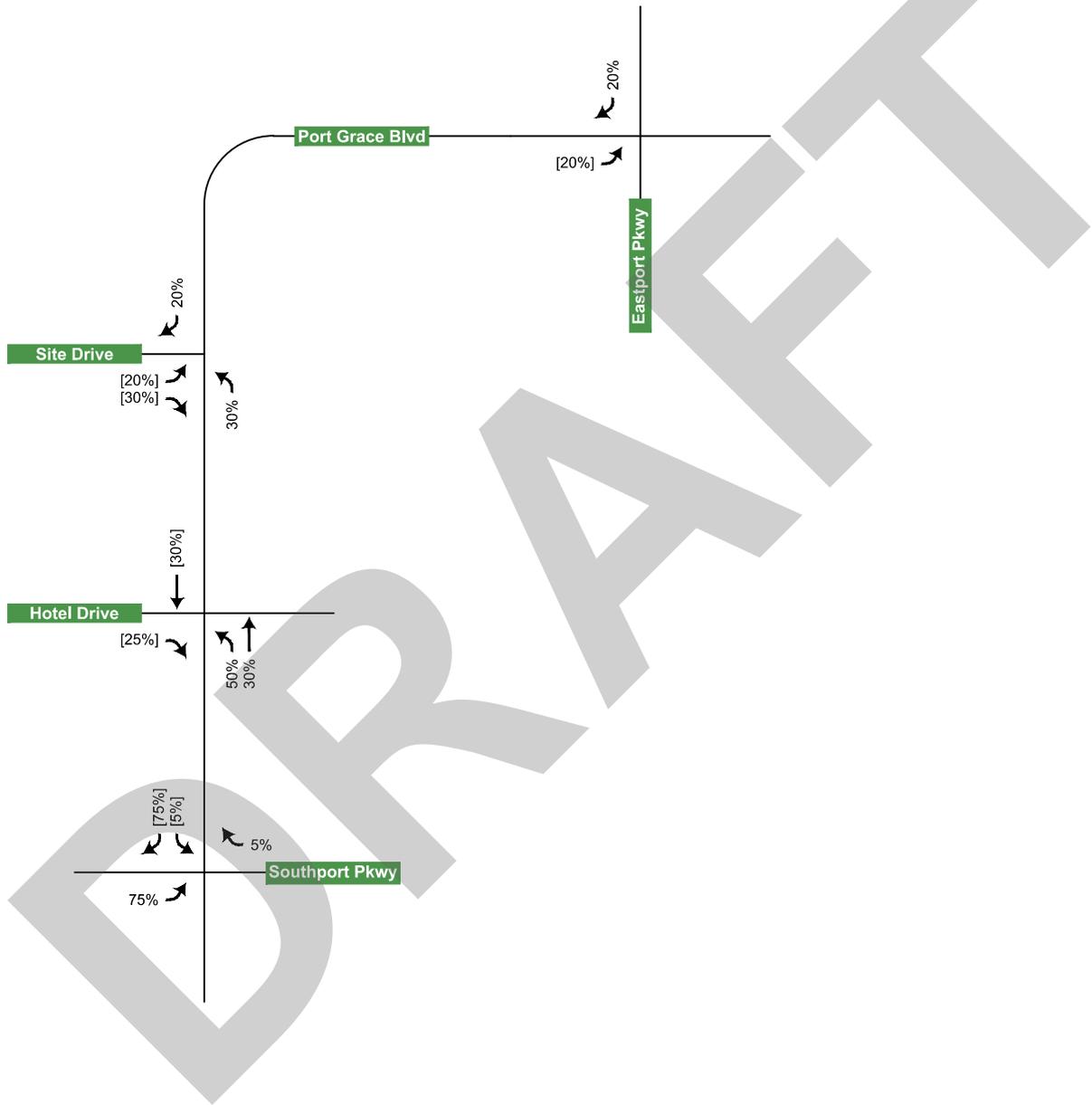


FIGURE 8

Trip Distribution

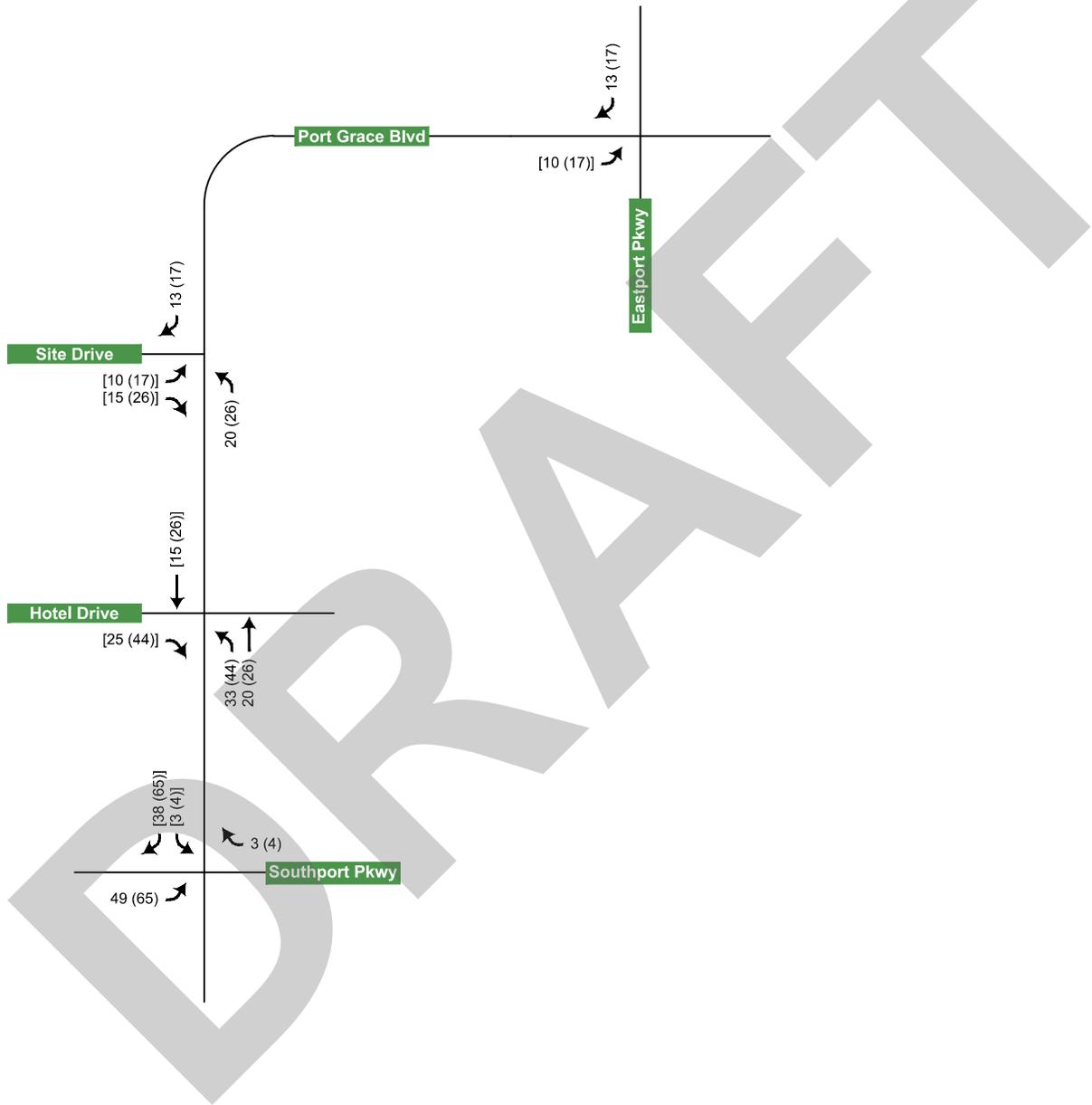


LEGEND

- AM (PM) Entering Trip Distribution
- [AM (PM)] Exiting Trip Distribution

FIGURE 9

Site Trips



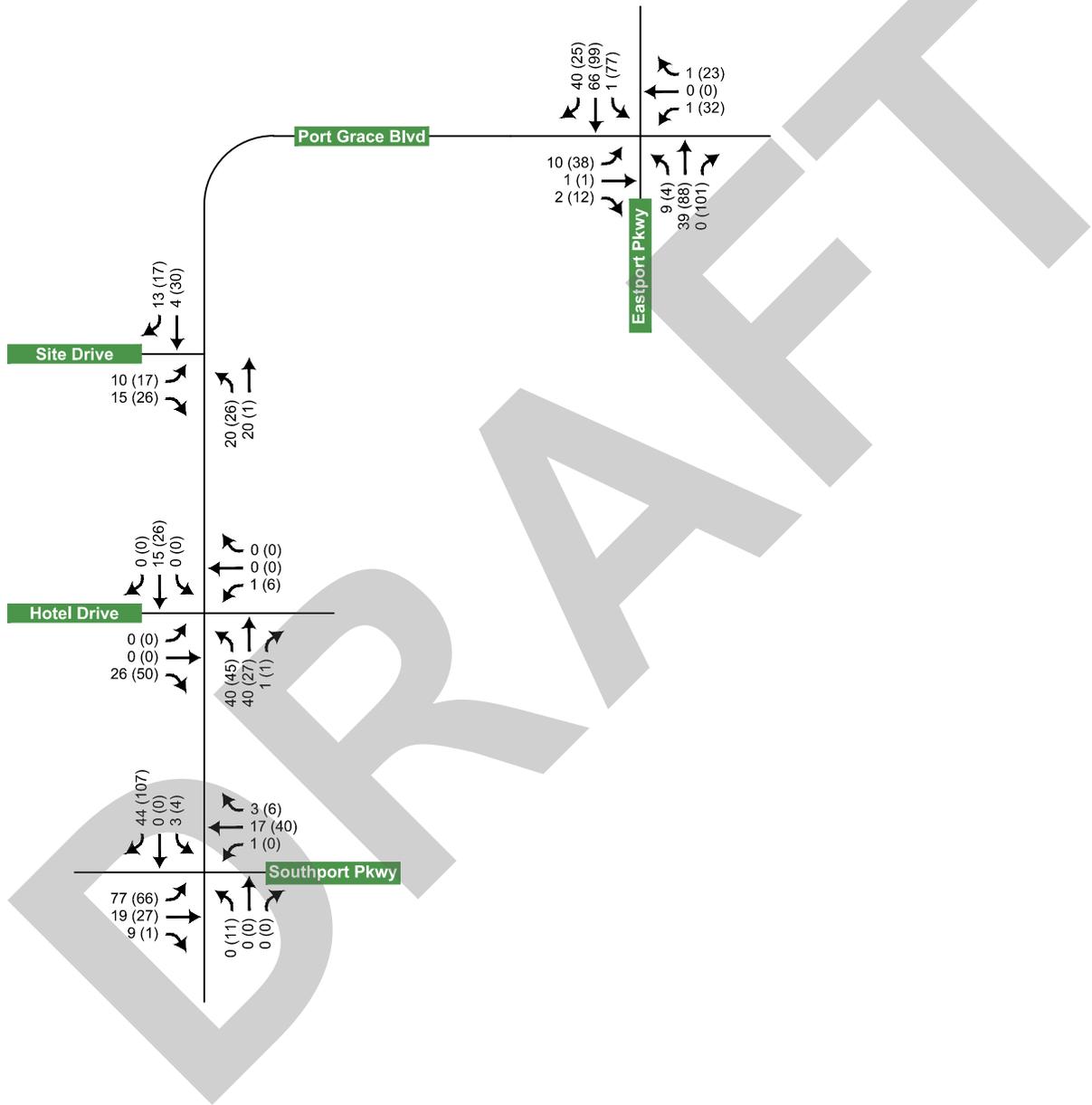
LEGEND

AM(PM) Entering Site Trips

[AM(PM)] Exiting Site Trips

FIGURE 10

Existing plus Site Peak Hour Volumes

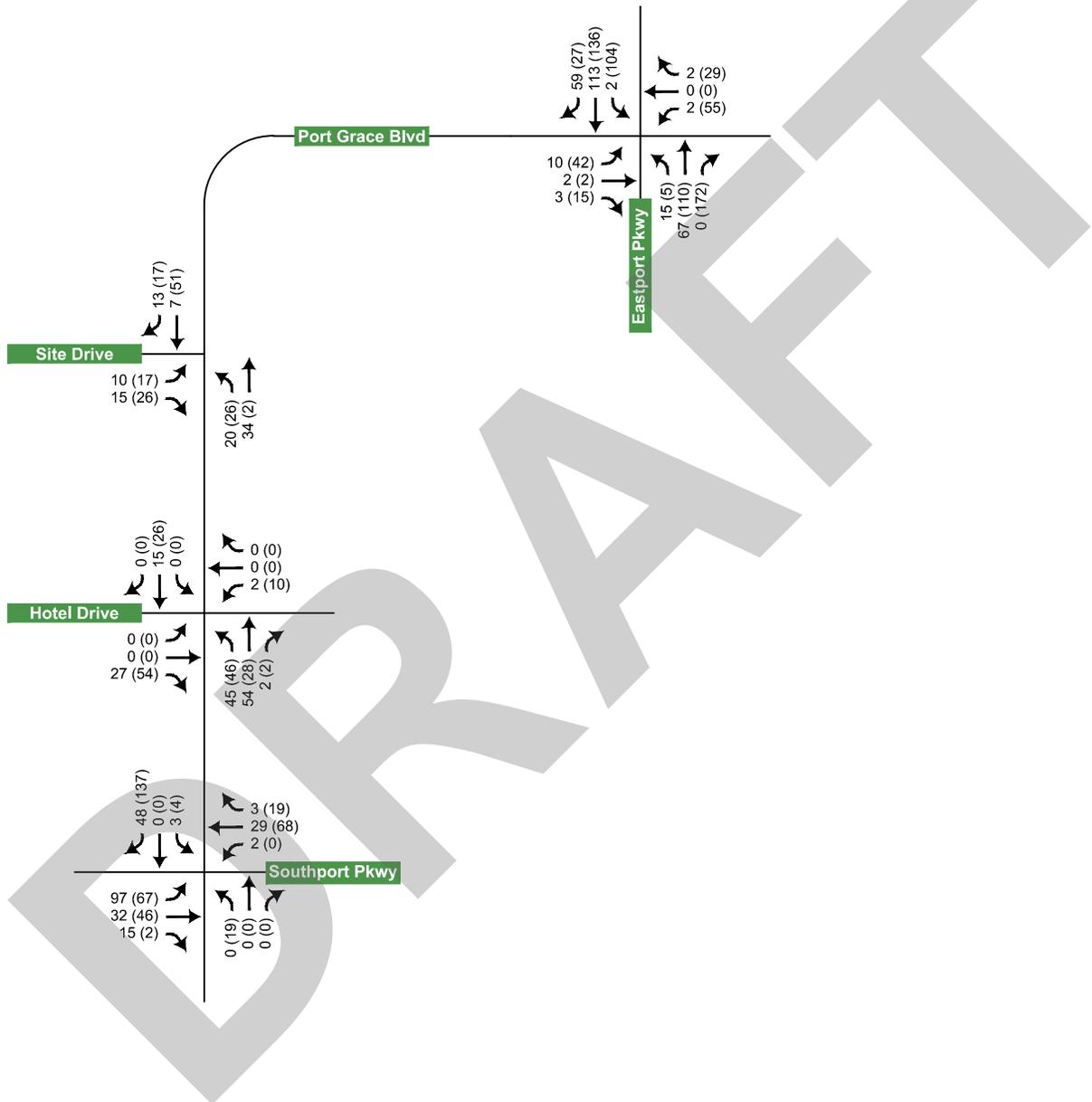


LEGEND

AM (PM) Peak Hour Volumes

FIGURE 11

2050 plus Site Peak Hour Volumes

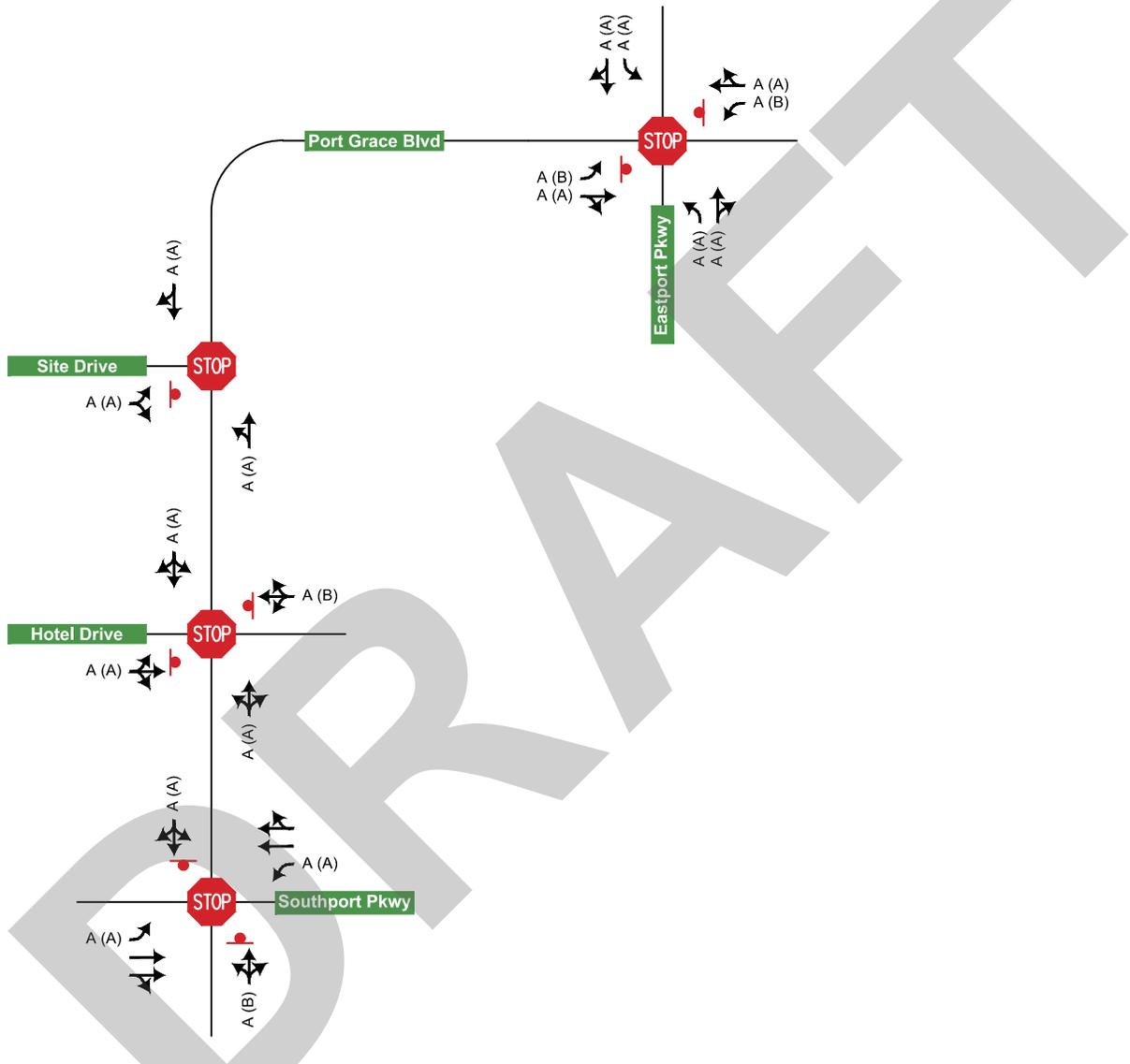


LEGEND

AM (PM) Peak Hour Volumes

FIGURE 12

Existing plus Site
Capacity Analysis

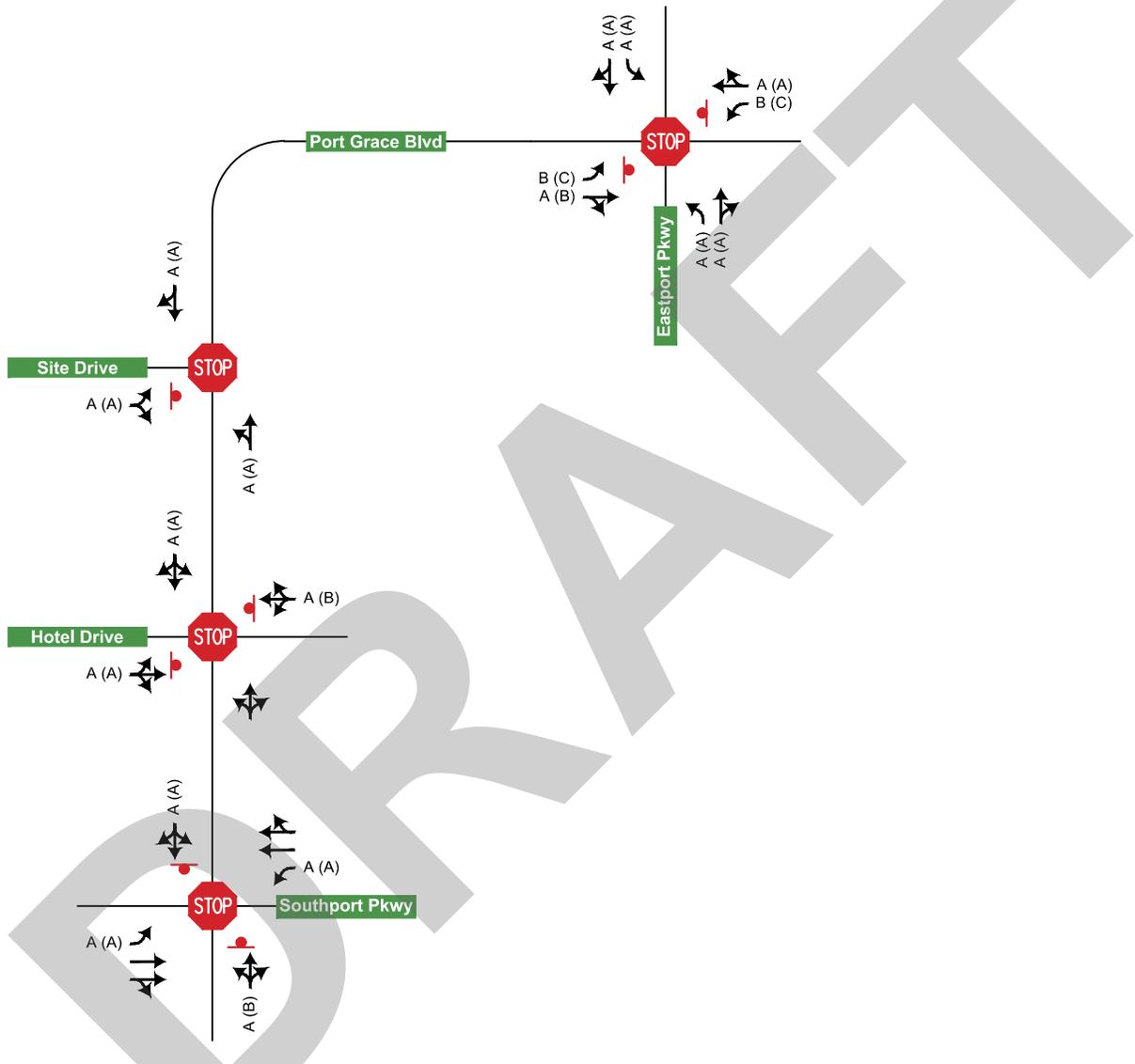


LEGEND

- Lane Configuration
- AM (PM) Movement LOS
- STOP Stop Controlled Intersection
- Stop Sign

FIGURE 13

2050 plus Site Capacity Analysis



LEGEND

-  Lane Configuration
- AM (PM) Movement LOS
-  Stop Controlled Intersection
-  Stop Sign

APPENDIX
DATA COLLECTION
CAPACITY ANALYSIS SYNCHRO REPORTS

DRAFT



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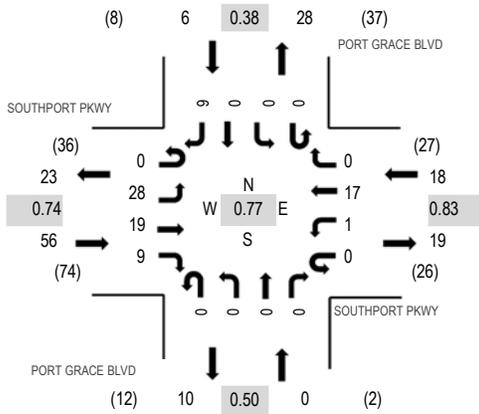
Location: 1 PORT GRACE BLVD & SOUTHPORT PKWY AM

Date: Tuesday, May 9, 2023

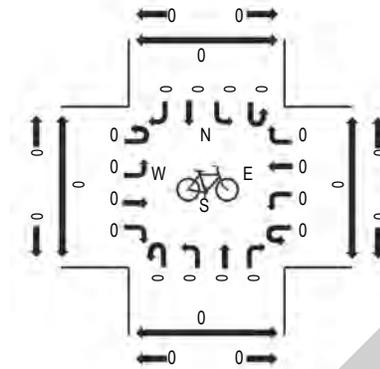
Peak Hour: 07:15 AM - 08:15 AM

Peak 15-Minutes: 08:00 AM - 08:15 AM

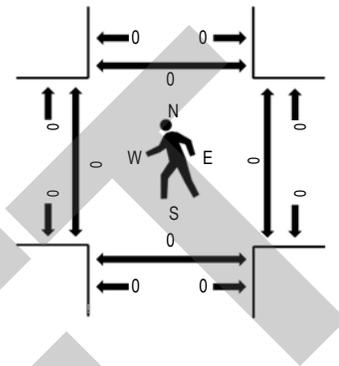
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SOUTHPORT PKWY Eastbound				SOUTHPORT PKWY Westbound				PORT GRACE BLVD Northbound				PORT GRACE BLVD Southbound				Total	Rolling Hour	Pedestrian Crossings				
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North	
7:00 AM	0	3	2	0	0	0	5	0	0	0	0	0	0	0	0	0	1	11	65	0	0	0	0
7:15 AM	0	2	3	2	0	0	5	0	0	0	0	0	0	0	0	0	1	13	80	0	0	0	0
7:30 AM	0	6	5	2	0	1	5	0	0	0	0	0	0	0	0	0	0	19	74	0	0	0	0
7:45 AM	0	7	6	4	0	0	4	0	0	0	0	0	0	0	0	0	1	22	60	0	0	0	0
8:00 AM	0	13	5	1	0	0	3	0	0	0	0	0	0	0	0	0	4	26	46	0	0	0	0
8:15 AM	0	1	3	1	0	0	2	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	
8:30 AM	0	2	0	0	0	0	2	0	0	1	0	0	0	0	0	0	0	5	0	0	0	0	
8:45 AM	0	3	2	1	0	0	0	0	0	1	0	0	0	0	0	1	8	8	0	0	0	0	
Count Total	0	37	26	11	0	1	26	0	0	2	0	0	0	0	0	8	111		0	0	0	0	
Peak Hour	0	28	19	9	0	1	17	0	0	0	0	0	0	0	0	6	80		0	0	0	0	



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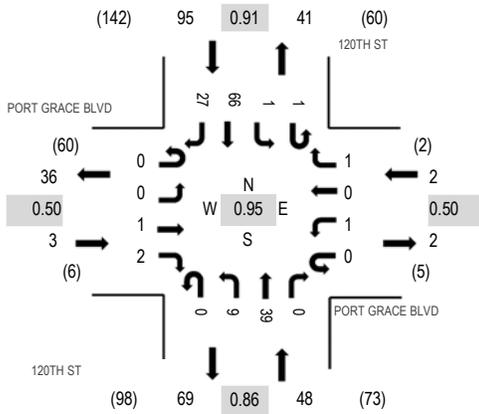
Location: 2 120TH ST & PORT GRACE BLVD AM

Date: Tuesday, May 9, 2023

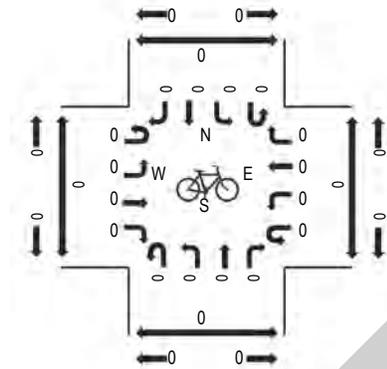
Peak Hour: 07:15 AM - 08:15 AM

Peak 15-Minutes: 07:30 AM - 07:45 AM

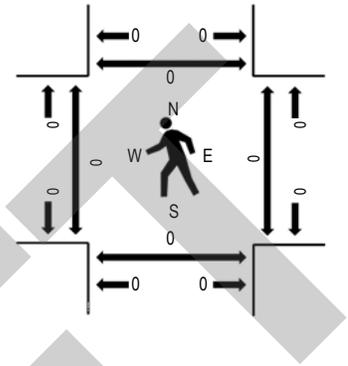
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	PORT GRACE BLVD Eastbound				PORT GRACE BLVD Westbound				120TH ST Northbound			120TH ST Southbound				Total	Rolling Hour	Pedestrian Crossings				
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru			Right	West	East	South	North
7:00 AM	0	0	0	0	0	0	0	0	0	1	6	1	0	0	10	5	23	132	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	14	0	0	0	15	3	32	148	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	1	0	0	12	0	0	1	22	3	39	135	0	0	0	0
7:45 AM	0	0	0	1	0	0	0	0	0	4	7	0	0	0	15	11	38	112	0	0	0	0
8:00 AM	0	0	1	1	0	1	0	0	0	5	6	0	1	0	14	10	39	91	0	0	0	0
8:15 AM	0	3	0	0	0	0	0	0	1	2	2	0	0	0	8	3	19		0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0	1	5	1	0	0	7	2	16		0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0	2	3	0	0	1	3	8	17		0	0	0	0
Count Total	0	3	1	2	0	1	0	1	1	15	55	2	1	2	94	45	223		0	0	0	0
Peak Hour	0	0	1	2	0	1	0	1	0	9	39	0	1	1	66	27	148		0	0	0	0



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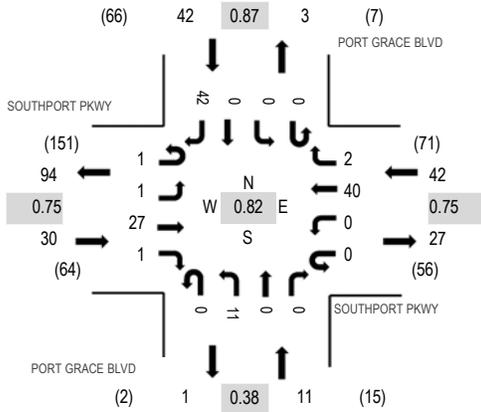
Location: 1 PORT GRACE BLVD & SOUTHPORT PKWY PM

Date: Tuesday, May 9, 2023

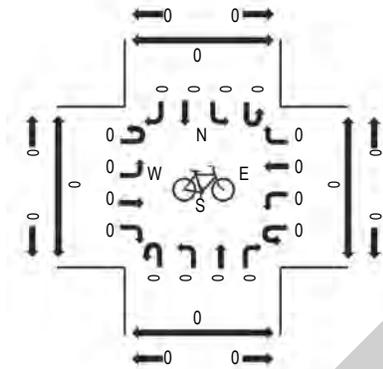
Peak Hour: 04:30 PM - 05:30 PM

Peak 15-Minutes: 05:15 PM - 05:30 PM

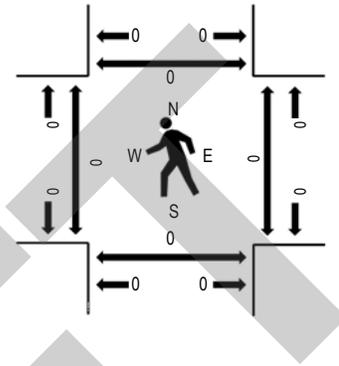
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SOUTHPORT PKWY Eastbound				SOUTHPORT PKWY Westbound				PORT GRACE BLVD Northbound				PORT GRACE BLVD Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
	4:00 PM	0	0	2	0	0	0	10	0	0	2	0	0	0	0	0			10	24	101	0
4:15 PM	0	2	3	0	0	0	6	0	0	0	0	0	0	0	0	10	21	108	0	0	0	0
4:30 PM	0	0	1	0	0	0	10	2	0	8	0	0	0	0	0	12	33	125	0	0	0	0
4:45 PM	0	1	4	0	0	0	6	0	0	2	0	0	0	0	0	10	23	122	0	0	0	0
5:00 PM	1	0	6	0	0	0	10	0	0	1	0	0	0	0	0	13	31	115	0	0	0	0
5:15 PM	0	0	16	1	0	0	14	0	0	0	0	0	0	0	0	7	38	0	0	0	0	
5:30 PM	1	1	12	0	0	1	11	0	0	1	0	0	0	0	0	3	30	0	0	0	0	
5:45 PM	0	1	12	0	0	0	1	0	0	1	0	0	0	0	0	1	16	0	0	0	0	
Count Total	2	5	56	1	0	1	68	2	0	15	0	0	0	0	0	66	216	0	0	0	0	
Peak Hour	1	1	27	1	0	0	40	2	0	11	0	0	0	0	0	42	125	0	0	0	0	

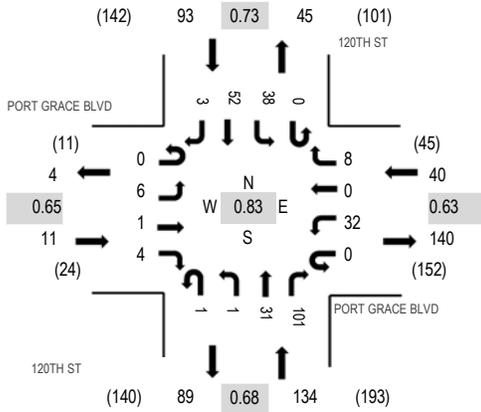
Location: 2 120TH ST & PORT GRACE BLVD PM

Date: Tuesday, May 9, 2023

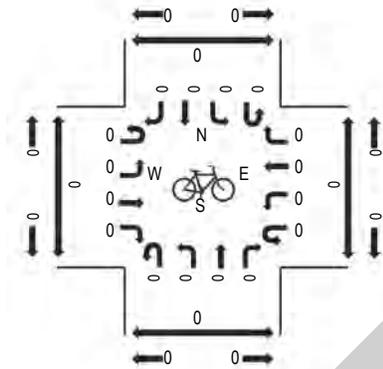
Peak Hour: 05:00 PM - 06:00 PM

Peak 15-Minutes: 05:15 PM - 05:30 PM

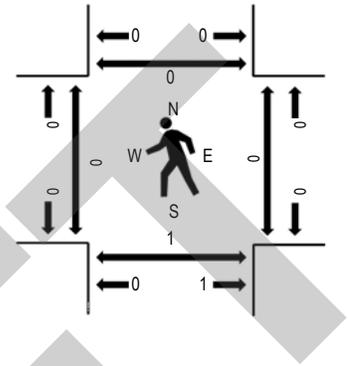
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	PORT GRACE BLVD Eastbound				PORT GRACE BLVD Westbound				120TH ST Northbound				120TH ST Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
4:00 PM	0	1	0	4	0	3	0	1	0	0	10	1	0	1	8	1	30	126	0	0	0	0
4:15 PM	0	3	0	1	0	0	0	0	0	0	13	0	0	0	7	2	26	151	0	0	0	0
4:30 PM	0	2	0	1	0	0	0	0	0	2	10	0	0	0	16	0	31	209	0	0	0	0
4:45 PM	0	1	0	0	0	1	0	0	0	1	15	7	0	3	10	1	39	240	0	0	0	0
5:00 PM	0	2	0	0	0	6	0	1	0	1	9	13	0	5	17	1	55	278	0	0	0	0
5:15 PM	0	1	0	1	0	13	0	3	1	0	8	25	0	16	16	0	84		0	0	1	0
5:30 PM	0	2	0	3	0	7	0	1	0	0	7	21	0	8	12	1	62		0	0	0	0
5:45 PM	0	1	1	0	0	6	0	3	0	0	7	42	0	9	7	1	77		0	0	0	0
Count Total	0	13	1	10	0	36	0	9	1	4	79	109	0	42	93	7	404		0	0	1	0
Peak Hour	0	6	1	4	0	32	0	8	1	1	31	101	0	38	52	3	278		0	0	1	0

HCM 6th TWSC
1: Port Grace Blvd & Southport Pkwy

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Intersection												
Int Delay, s/veh	3.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↵	↕		↵	↕			↕			↕	
Traffic Vol, veh/h	28	19	9	1	17	0	0	0	0	0	0	6
Future Vol, veh/h	28	19	9	1	17	0	0	0	0	0	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	77	77	77	77	77	77	77	77	77	77	77	77
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	36	25	12	1	22	0	0	0	0	0	0	8

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	22	0	0	37	0	0	116	127	19	109	133	11
Stage 1	-	-	-	-	-	-	103	103	-	24	24	-
Stage 2	-	-	-	-	-	-	13	24	-	85	109	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1592	-	-	1572	-	-	848	763	1055	858	757	1067
Stage 1	-	-	-	-	-	-	892	809	-	991	875	-
Stage 2	-	-	-	-	-	-	1005	875	-	913	804	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1592	-	-	1572	-	-	827	745	1055	843	739	1067
Mov Cap-2 Maneuver	-	-	-	-	-	-	827	745	-	843	739	-
Stage 1	-	-	-	-	-	-	871	790	-	968	874	-
Stage 2	-	-	-	-	-	-	997	874	-	892	786	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	3.7			0.4			0			8.4		
HCM LOS							A			A		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1592	-	-	1572	-	-	1067
HCM Lane V/C Ratio	-	0.023	-	-	0.001	-	-	0.007
HCM Control Delay (s)	0	7.3	-	-	7.3	-	-	8.4
HCM Lane LOS		A	A	-	A	-	-	A
HCM 95th %tile Q(veh)	-	0.1	-	-	0	-	-	0

HCM 6th TWSC
2: Eastport Pkwy & Port Grace Blvd

05/23/2023

Intersection												
Int Delay, s/veh	0.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↶	↷		↶	↷		↶	↷		↶	↷	
Traffic Vol, veh/h	0	1	2	1	0	1	9	39	0	1	66	27
Future Vol, veh/h	0	1	2	1	0	1	9	39	0	1	66	27
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	0	-	-	0	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	3	2	2	2	2
Mvmt Flow	0	1	2	1	0	1	9	41	0	1	69	28

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	145	144	83	146	158	41	97	0	0	41	0	0
Stage 1	85	85	-	59	59	-	-	-	-	-	-	-
Stage 2	60	59	-	87	99	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	824	747	976	823	734	1030	1496	-	-	1568	-	-
Stage 1	923	824	-	953	846	-	-	-	-	-	-	-
Stage 2	951	846	-	921	813	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	819	742	976	816	729	1030	1496	-	-	1568	-	-
Mov Cap-2 Maneuver	819	742	-	816	729	-	-	-	-	-	-	-
Stage 1	917	823	-	947	841	-	-	-	-	-	-	-
Stage 2	944	841	-	917	812	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.1	9	1.4	0.1
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1496	-	-	-	883	816	1030	1568	-	-
HCM Lane V/C Ratio	0.006	-	-	-	0.004	0.001	0.001	0.001	-	-
HCM Control Delay (s)	7.4	-	-	0	9.1	9.4	8.5	7.3	-	-
HCM Lane LOS	A	-	-	A	A	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	0	0	0	0	-	-

HCM 6th TWSC
1: Port Grace Blvd & Southport Pkwy

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Intersection												
Int Delay, s/veh	3.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↖↗		↖	↖↗			↕			↕	
Traffic Vol, veh/h	1	27	1	0	40	2	11	0	0	0	0	42
Future Vol, veh/h	1	27	1	0	40	2	11	0	0	0	0	42
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	33	1	0	49	2	13	0	0	0	0	51

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	51	0	0	34	0	0	61	87	17	69	86	26
Stage 1	-	-	-	-	-	-	36	36	-	50	50	-
Stage 2	-	-	-	-	-	-	25	51	-	19	36	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1553	-	-	1576	-	-	927	802	1058	915	803	1044
Stage 1	-	-	-	-	-	-	975	864	-	957	853	-
Stage 2	-	-	-	-	-	-	989	852	-	997	864	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1553	-	-	1576	-	-	881	801	1058	915	802	1044
Mov Cap-2 Maneuver	-	-	-	-	-	-	881	801	-	915	802	-
Stage 1	-	-	-	-	-	-	974	863	-	956	853	-
Stage 2	-	-	-	-	-	-	940	852	-	996	863	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	0.3		0		9.1		8.6	
HCM LOS					A		A	

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	881	1553	-	-	1576	-	-	1044
HCM Lane V/C Ratio	0.015	0.001	-	-	-	-	-	0.049
HCM Control Delay (s)	9.1	7.3	-	-	0	-	-	8.6
HCM Lane LOS	A	A	-	-	A	-	-	A
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0.2

HCM 6th TWSC
2: Eastport Pkwy & Port Grace Blvd

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Intersection												
Int Delay, s/veh	3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↶	↷		↶	↷		↶	↷		↶	↷	
Traffic Vol, veh/h	6	1	4	32	0	8	1	31	101	38	52	3
Future Vol, veh/h	6	1	4	32	0	8	1	31	101	38	52	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	0	-	-	0	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	83	83	83	83	83	83	83	83	83
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	7	1	5	39	0	10	1	37	122	46	63	4

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	262	318	65	260	259	98	67	0	0	159	0	0
Stage 1	157	157	-	100	100	-	-	-	-	-	-	-
Stage 2	105	161	-	160	159	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	691	598	999	693	645	958	1535	-	-	1420	-	-
Stage 1	845	768	-	906	812	-	-	-	-	-	-	-
Stage 2	901	765	-	842	766	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	667	578	999	672	624	958	1535	-	-	1420	-	-
Mov Cap-2 Maneuver	667	578	-	672	624	-	-	-	-	-	-	-
Stage 1	844	743	-	905	811	-	-	-	-	-	-	-
Stage 2	891	764	-	809	741	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.9	10.3	0.1	3.1
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1535	-	-	667	872	672	958	1420	-	-
HCM Lane V/C Ratio	0.001	-	-	0.011	0.007	0.057	0.01	0.032	-	-
HCM Control Delay (s)	7.3	-	-	10.5	9.2	10.7	8.8	7.6	-	-
HCM Lane LOS	A	-	-	B	A	B	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0	0.2	0	0.1	-	-

HCM 6th TWSC
1: Port Grace Blvd & Southport Pkwy

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Intersection												
Int Delay, s/veh	3.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↙	↑↗		↙	↑↗			↕			↕	
Traffic Vol, veh/h	48	32	15	2	29	0	0	0	0	0	0	10
Future Vol, veh/h	48	32	15	2	29	0	0	0	0	0	0	10
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	77	77	77	77	77	77	77	77	77	77	77	77
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	62	42	19	3	38	0	0	0	0	0	0	13

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	38	0	0	61	0	0	201	220	31	189	229	19
Stage 1	-	-	-	-	-	-	176	176	-	44	44	-
Stage 2	-	-	-	-	-	-	25	44	-	145	185	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1571	-	-	1540	-	-	739	677	1036	754	669	1055
Stage 1	-	-	-	-	-	-	809	752	-	965	858	-
Stage 2	-	-	-	-	-	-	989	858	-	843	746	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1571	-	-	1540	-	-	707	649	1036	730	642	1055
Mov Cap-2 Maneuver	-	-	-	-	-	-	707	649	-	730	642	-
Stage 1	-	-	-	-	-	-	777	723	-	927	856	-
Stage 2	-	-	-	-	-	-	975	856	-	810	717	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	3.7	0.5	0	8.5
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1571	-	-	1540	-	-	1055
HCM Lane V/C Ratio	-	0.04	-	-	0.002	-	-	0.012
HCM Control Delay (s)	0	7.4	-	-	7.3	-	-	8.5
HCM Lane LOS		A	A	-	A	-	-	A
HCM 95th %tile Q(veh)	-	0.1	-	-	0	-	-	0

HCM 6th TWSC
2: Eastport Pkwy & Port Grace Blvd

05/23/2023

Intersection												
Int Delay, s/veh	0.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↶	↷		↶	↷		↶	↷		↶	↷	
Traffic Vol, veh/h	0	2	3	2	0	2	15	67	0	2	113	46
Future Vol, veh/h	0	2	3	2	0	2	15	67	0	2	113	46
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	0	-	-	0	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	3	2	2	2	2
Mvmt Flow	0	2	3	2	0	2	16	71	0	2	119	48

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	251	250	143	253	274	71	167	0	0	71	0	0
Stage 1	147	147	-	103	103	-	-	-	-	-	-	-
Stage 2	104	103	-	150	171	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	702	653	905	700	633	991	1411	-	-	1529	-	-
Stage 1	856	775	-	903	810	-	-	-	-	-	-	-
Stage 2	902	810	-	853	757	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	694	645	905	689	625	991	1411	-	-	1529	-	-
Mov Cap-2 Maneuver	694	645	-	689	625	-	-	-	-	-	-	-
Stage 1	847	774	-	893	801	-	-	-	-	-	-	-
Stage 2	890	801	-	847	756	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	9.7		9.4		1.4		0.1	
HCM LOS	A		A					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1411	-	-	-	779	689	991	1529	-	-
HCM Lane V/C Ratio	0.011	-	-	-	0.007	0.003	0.002	0.001	-	-
HCM Control Delay (s)	7.6	-	-	0	9.7	10.2	8.6	7.4	-	-
HCM Lane LOS	A	-	-	A	A	B	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	0	0	0	0	-	-

HCM 6th TWSC
1: Port Grace Blvd & Southport Pkwy

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Intersection												
Int Delay, s/veh	3.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↖↗		↖	↖↗			↕			↕	
Traffic Vol, veh/h	1	27	1	0	40	2	11	0	0	0	0	42
Future Vol, veh/h	1	27	1	0	40	2	11	0	0	0	0	42
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	33	1	0	49	2	13	0	0	0	0	51

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	51	0	0	34	0	0	61	87	17	69	86	26
Stage 1	-	-	-	-	-	-	36	36	-	50	50	-
Stage 2	-	-	-	-	-	-	25	51	-	19	36	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1553	-	-	1576	-	-	927	802	1058	915	803	1044
Stage 1	-	-	-	-	-	-	975	864	-	957	853	-
Stage 2	-	-	-	-	-	-	989	852	-	997	864	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1553	-	-	1576	-	-	881	801	1058	915	802	1044
Mov Cap-2 Maneuver	-	-	-	-	-	-	881	801	-	915	802	-
Stage 1	-	-	-	-	-	-	974	863	-	956	853	-
Stage 2	-	-	-	-	-	-	940	852	-	996	863	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.3			0			9.1			8.6		
HCM LOS							A			A		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	881	1553	-	-	1576	-	-	1044
HCM Lane V/C Ratio	0.015	0.001	-	-	-	-	-	0.049
HCM Control Delay (s)	9.1	7.3	-	-	0	-	-	8.6
HCM Lane LOS	A	A	-	-	A	-	-	A
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0.2

HCM 6th TWSC
2: Eastport Pkwy & Port Grace Blvd

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Intersection												
Int Delay, s/veh	3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↶	↷		↶	↷		↶	↷		↶	↷	
Traffic Vol, veh/h	6	1	4	32	0	8	1	31	101	38	52	3
Future Vol, veh/h	6	1	4	32	0	8	1	31	101	38	52	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	0	-	-	0	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	83	83	83	83	83	83	83	83	83
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	7	1	5	39	0	10	1	37	122	46	63	4

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	262	318	65	260	259	98	67	0	0	159	0	0
Stage 1	157	157	-	100	100	-	-	-	-	-	-	-
Stage 2	105	161	-	160	159	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	691	598	999	693	645	958	1535	-	-	1420	-	-
Stage 1	845	768	-	906	812	-	-	-	-	-	-	-
Stage 2	901	765	-	842	766	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	667	578	999	672	624	958	1535	-	-	1420	-	-
Mov Cap-2 Maneuver	667	578	-	672	624	-	-	-	-	-	-	-
Stage 1	844	743	-	905	811	-	-	-	-	-	-	-
Stage 2	891	764	-	809	741	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.9	10.3	0.1	3.1
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1535	-	-	667	872	672	958	1420	-	-
HCM Lane V/C Ratio	0.001	-	-	0.011	0.007	0.057	0.01	0.032	-	-
HCM Control Delay (s)	7.3	-	-	10.5	9.2	10.7	8.8	7.6	-	-
HCM Lane LOS	A	-	-	B	A	B	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0	0.2	0	0.1	-	-

HCM 6th TWSC
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Intersection												
Int Delay, s/veh	5.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗			↕			↕	
Traffic Vol, veh/h	77	19	9	1	17	3	0	0	0	3	0	44
Future Vol, veh/h	77	19	9	1	17	3	0	0	0	3	0	44
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	77	77	77	77	77	77	77	77	77	77	77	77
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	100	25	12	1	22	4	0	0	0	4	0	57

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	26	0	0	37	0	0	244	259	19	239	263	13
Stage 1	-	-	-	-	-	-	231	231	-	26	26	-
Stage 2	-	-	-	-	-	-	13	28	-	213	237	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1587	-	-	1572	-	-	690	644	1055	695	641	1064
Stage 1	-	-	-	-	-	-	751	712	-	988	873	-
Stage 2	-	-	-	-	-	-	1005	871	-	769	708	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1587	-	-	1572	-	-	621	603	1055	661	600	1064
Mov Cap-2 Maneuver	-	-	-	-	-	-	621	603	-	661	600	-
Stage 1	-	-	-	-	-	-	704	667	-	926	872	-
Stage 2	-	-	-	-	-	-	950	870	-	721	663	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	5.4			0.3			0			8.7		
HCM LOS							A			A		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1587	-	-	1572	-	-	1024
HCM Lane V/C Ratio	-	0.063	-	-	0.001	-	-	0.06
HCM Control Delay (s)	0	7.4	-	-	7.3	-	-	8.7
HCM Lane LOS		A	A	-	A	-	-	A
HCM 95th %tile Q(veh)	-	0.2	-	-	0	-	-	0.2

HCM 6th TWSC
2: Eastport Pkwy & Port Grace Blvd

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Intersection												
Int Delay, s/veh	1.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↶	↷		↶	↷		↶	↷		↶	↷	
Traffic Vol, veh/h	10	1	2	1	0	1	9	39	0	1	66	40
Future Vol, veh/h	10	1	2	1	0	1	9	39	0	1	66	40
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	0	-	-	0	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	3	2	2	2	2
Mvmt Flow	11	1	2	1	0	1	9	41	0	1	69	42

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	152	151	90	153	172	41	111	0	0	41	0	0
Stage 1	92	92	-	59	59	-	-	-	-	-	-	-
Stage 2	60	59	-	94	113	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	815	741	968	814	721	1030	1479	-	-	1568	-	-
Stage 1	915	819	-	953	846	-	-	-	-	-	-	-
Stage 2	951	846	-	913	802	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	810	736	968	807	716	1030	1479	-	-	1568	-	-
Mov Cap-2 Maneuver	810	736	-	807	716	-	-	-	-	-	-	-
Stage 1	910	818	-	947	841	-	-	-	-	-	-	-
Stage 2	944	841	-	909	801	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	9.4		9		1.4		0.1	
HCM LOS	A		A					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1479	-	-	810	876	807	1030	1568	-	-
HCM Lane V/C Ratio	0.006	-	-	0.013	0.004	0.001	0.001	0.001	-	-
HCM Control Delay (s)	7.5	-	-	9.5	9.1	9.5	8.5	7.3	-	-
HCM Lane LOS	A	-	-	A	A	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0	0	0	0	-	-

Intersection						
Int Delay, s/veh	4.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	10	15	20	20	4	13
Future Vol, veh/h	10	15	20	20	4	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	16	22	22	4	14
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	77	11	18	0	0	
Stage 1	11	-	-	-	-	
Stage 2	66	-	-	-	-	
Critical Hdwy	6.42	6.22	4.12	-	-	
Critical Hdwy Stg 1	5.42	-	-	-	-	
Critical Hdwy Stg 2	5.42	-	-	-	-	
Follow-up Hdwy	3.518	3.318	2.218	-	-	
Pot Cap-1 Maneuver	926	1070	1599	-	-	
Stage 1	1012	-	-	-	-	
Stage 2	957	-	-	-	-	
Platoon blocked, %				-	-	
Mov Cap-1 Maneuver	913	1070	1599	-	-	
Mov Cap-2 Maneuver	913	-	-	-	-	
Stage 1	998	-	-	-	-	
Stage 2	957	-	-	-	-	
Approach	EB	NB	SB			
HCM Control Delay, s	8.7	3.6	0			
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1599	-	1001	-	-	
HCM Lane V/C Ratio	0.014	-	0.027	-	-	
HCM Control Delay (s)	7.3	0	8.7	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0	-	0.1	-	-	

Intersection													
Int Delay, s/veh		4.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Traffic Vol, veh/h	0	0	26	1	0	0	40	40	1	0	15	0	
Future Vol, veh/h	0	0	26	1	0	0	40	40	1	0	15	0	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free	
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None	
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	0	0	28	1	0	0	43	43	1	0	16	0	
Major/Minor													
	Minor2			Minor1			Major1			Major2			
Conflicting Flow All	146	146	16	160	146	44	16	0	0	44	0	0	
Stage 1	16	16	-	130	130	-	-	-	-	-	-	-	
Stage 2	130	130	-	30	16	-	-	-	-	-	-	-	
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-	
Critical Hdwy Stig 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-	
Critical Hdwy Stig 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-	
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-	
Pot Cap-1 Maneuver	823	745	1063	806	745	1026	1602	-	-	1564	-	-	
Stage 1	1004	882	-	874	789	-	-	-	-	-	-	-	
Stage 2	874	789	-	987	882	-	-	-	-	-	-	-	
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-	
Mov Cap-1 Maneuver	806	724	1063	768	724	1026	1602	-	-	1564	-	-	
Mov Cap-2 Maneuver	806	724	-	768	724	-	-	-	-	-	-	-	
Stage 1	976	882	-	850	767	-	-	-	-	-	-	-	
Stage 2	850	767	-	961	882	-	-	-	-	-	-	-	
Approach													
	EB	WB		NB		SB							
HCM Control Delay, s	8.5	9.7		3.6		0							
HCM LOS	A	A		A		A							
Minor Lane/Major Mvmt													
	NBL	NBT	NBR	EBLn1	WBLn1	NBL	SBT	SBR					
Capacity (veh/h)	1602	-	-	1063	768	1564	-	-					
HCM Lane V/C Ratio	0.027	-	-	0.027	0.001	-	-	-					
HCM Control Delay (s)	7.3	0	-	8.5	9.7	0	-	-					
HCM Lane LOS	A	A	-	A	A	A	-	-					
HCM 95th %tile Q(veh)	0.1	-	-	0.1	0	0	-	-					

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Intersection												
Int Delay, s/veh	6.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗			↕			↕	
Traffic Vol, veh/h	66	27	1	0	40	6	11	0	0	4	0	107
Future Vol, veh/h	66	27	1	0	40	6	11	0	0	4	0	107
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	80	33	1	0	49	7	13	0	0	5	0	130

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	56	0	0	34	0	0	219	250	17	230	247	28
Stage 1	-	-	-	-	-	-	194	194	-	53	53	-
Stage 2	-	-	-	-	-	-	25	56	-	177	194	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1547	-	-	1576	-	-	718	652	1058	705	654	1041
Stage 1	-	-	-	-	-	-	789	739	-	953	850	-
Stage 2	-	-	-	-	-	-	989	848	-	808	739	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1547	-	-	1576	-	-	603	618	1058	677	620	1041
Mov Cap-2 Maneuver	-	-	-	-	-	-	603	618	-	677	620	-
Stage 1	-	-	-	-	-	-	748	701	-	903	850	-
Stage 2	-	-	-	-	-	-	865	848	-	766	701	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	5.2			0			11.1			9.1		
HCM LOS							B			A		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	603	1547	-	-	1576	-	-	1021
HCM Lane V/C Ratio	0.022	0.052	-	-	-	-	-	0.133
HCM Control Delay (s)	11.1	7.5	-	-	0	-	-	9.1
HCM Lane LOS	B	A	-	-	A	-	-	A
HCM 95th %tile Q(veh)	0.1	0.2	-	-	0	-	-	0.5

HCM 6th TWSC
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Intersection												
Int Delay, s/veh	3.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↔		↔	↔		↔	↔		↔	↔	
Traffic Vol, veh/h	38	1	12	32	0	23	4	88	101	77	99	25
Future Vol, veh/h	38	1	12	32	0	23	4	88	101	77	99	25
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	0	-	-	0	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	83	83	83	83	83	83	83	83	83
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	46	1	14	39	0	28	5	106	122	93	119	30

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	511	558	134	505	512	167	149	0	0	228	0	0
Stage 1	320	320	-	177	177	-	-	-	-	-	-	-
Stage 2	191	238	-	328	335	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	473	438	915	478	465	877	1432	-	-	1340	-	-
Stage 1	692	652	-	825	753	-	-	-	-	-	-	-
Stage 2	811	708	-	685	643	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	433	406	915	443	432	877	1432	-	-	1340	-	-
Mov Cap-2 Maneuver	433	406	-	443	432	-	-	-	-	-	-	-
Stage 1	690	607	-	823	751	-	-	-	-	-	-	-
Stage 2	783	706	-	626	599	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13.1	11.9	0.2	3
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1432	-	-	433	835	443	877	1340	-	-
HCM Lane V/C Ratio	0.003	-	-	0.106	0.019	0.087	0.032	0.069	-	-
HCM Control Delay (s)	7.5	-	-	14.3	9.4	13.9	9.2	7.9	-	-
HCM Lane LOS	A	-	-	B	A	B	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.4	0.1	0.3	0.1	0.2	-	-

HCM 6th TWSC
3: Port Grace Blvd & Site Drive

05/23/2023

Intersection						
Int Delay, s/veh	4.9					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	WT			WT	WT	
Traffic Vol, veh/h	17	26	26	1	30	17
Future Vol, veh/h	17	26	26	1	30	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	28	28	1	33	18

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	99	42	51	0	-	0
Stage 1	42	-	-	-	-	-
Stage 2	57	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	900	1029	1555	-	-	-
Stage 1	980	-	-	-	-	-
Stage 2	966	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	884	1029	1555	-	-	-
Mov Cap-2 Maneuver	884	-	-	-	-	-
Stage 1	962	-	-	-	-	-
Stage 2	966	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.9	7.1	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1555	-	966	-	-
HCM Lane V/C Ratio	0.018	-	0.048	-	-
HCM Control Delay (s)	7.4	0	8.9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

Intersection													
Int Delay, s/veh 5.3													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Traffic Vol, veh/h	0	0	50	6	0	0	45	27	1	0	26	0	
Future Vol, veh/h	0	0	50	6	0	0	45	27	1	0	26	0	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free	
RT Channelized	-	-	None										
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	0	0	54	7	0	0	49	29	1	0	28	0	
Major/Minor	Minor2	Minor1	Minor1	Minor1	Major1	Major1	Major2	Major2	Major2	Major2	Major2	Major2	
Conflicting Flow All	156	156	28	183	156	30	28	0	0	30	0	0	
Stage 1	28	28	-	128	128	-	-	-	-	-	-	-	
Stage 2	128	128	-	55	28	-	-	-	-	-	-	-	
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-	
Critical Hdwy Stig 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-	
Critical Hdwy Stig 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-	
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-	
Pot Cap-1 Maneuver	810	736	1047	778	736	1044	1585	-	-	1583	-	-	
Stage 1	989	872	-	876	790	-	-	-	-	-	-	-	
Stage 2	876	790	-	957	872	-	-	-	-	-	-	-	
Platoon blocked, %													
Mov Cap-1 Maneuver	791	713	1047	720	713	1044	1585	-	-	1583	-	-	
Mov Cap-2 Maneuver	791	713	-	720	713	-	-	-	-	-	-	-	
Stage 1	958	872	-	849	766	-	-	-	-	-	-	-	
Stage 2	849	766	-	907	872	-	-	-	-	-	-	-	
Approach	EB	WB	WB	NB	NB	SB							
HCM Control Delay, s	8.6	10		4.5	4.5							0	
HCM LOS	A	B											
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR	SBL	SBT	SBR	SBR	
Capacity (veh/h)	1585	-	-	1047	720	1583	-	-	-	-	-	-	
HCM Lane V/C Ratio	0.031	-	-	0.052	0.009								
HCM Control Delay (s)	7.3	0	-	8.6	10	0	-	-	-	-	-	-	
HCM Lane LOS	A	A	-	A	B	A	-	-	-	-	-	-	
HCM 95th %tile Q(veh)	0.1	-	-	0.2	0	0	-	-	-	-	-	-	

HCM 6th TWSC
1: Port Grace Blvd & Southport Pkwy

05/23/2023

Intersection												
Int Delay, s/veh	5.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗			↕			↕	
Traffic Vol, veh/h	97	32	15	2	29	3	0	0	0	3	0	48
Future Vol, veh/h	97	32	15	2	29	3	0	0	0	3	0	48
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	77	77	77	77	77	77	77	77	77	77	77	77
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	126	42	19	3	38	4	0	0	0	4	0	62

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	42	0	0	61	0	0	329	352	31	319	359	21
Stage 1	-	-	-	-	-	-	304	304	-	46	46	-
Stage 2	-	-	-	-	-	-	25	48	-	273	313	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1565	-	-	1540	-	-	600	571	1036	610	566	1051
Stage 1	-	-	-	-	-	-	681	662	-	962	856	-
Stage 2	-	-	-	-	-	-	989	854	-	710	656	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1565	-	-	1540	-	-	529	524	1036	572	519	1051
Mov Cap-2 Maneuver	-	-	-	-	-	-	529	524	-	572	519	-
Stage 1	-	-	-	-	-	-	626	608	-	884	854	-
Stage 2	-	-	-	-	-	-	929	852	-	653	603	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	5.1	0.4	0	8.8
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1565	-	-	1540	-	-	1002
HCM Lane V/C Ratio	-	0.08	-	-	0.002	-	-	0.066
HCM Control Delay (s)	0	7.5	-	-	7.3	-	-	8.8
HCM Lane LOS		A	A	-	A	-	-	A
HCM 95th %tile Q(veh)	-	0.3	-	-	0	-	-	0.2

HCM 6th TWSC
2: Eastport Pkwy & Port Grace Blvd

05/23/2023

Intersection												
Int Delay, s/veh	1.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↶	↷		↶	↷		↶	↷		↶	↷	
Traffic Vol, veh/h	10	2	3	2	0	2	15	67	0	2	113	59
Future Vol, veh/h	10	2	3	2	0	2	15	67	0	2	113	59
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	0	-	-	0	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	3	2	2	2	2
Mvmt Flow	11	2	3	2	0	2	16	71	0	2	119	62

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	258	257	150	260	288	71	181	0	0	71	0	0
Stage 1	154	154	-	103	103	-	-	-	-	-	-	-
Stage 2	104	103	-	157	185	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	695	647	896	693	622	991	1394	-	-	1529	-	-
Stage 1	848	770	-	903	810	-	-	-	-	-	-	-
Stage 2	902	810	-	845	747	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	687	639	896	682	615	991	1394	-	-	1529	-	-
Mov Cap-2 Maneuver	687	639	-	682	615	-	-	-	-	-	-	-
Stage 1	839	769	-	893	801	-	-	-	-	-	-	-
Stage 2	890	801	-	839	746	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	10.1		9.5		1.4		0.1	
HCM LOS	B		A					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1394	-	-	687	772	682	991	1529	-	-
HCM Lane V/C Ratio	0.011	-	-	0.015	0.007	0.003	0.002	0.001	-	-
HCM Control Delay (s)	7.6	-	-	10.3	9.7	10.3	8.6	7.4	-	-
HCM Lane LOS	A	-	-	B	A	B	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0	0	0	0	-	-

Intersection						
Int Delay, s/veh	3.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	10	15	20	34	7	13
Future Vol, veh/h	10	15	20	34	7	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	16	22	37	8	14
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	96	15	22	0	0	
Stage 1	15	-	-	-	-	
Stage 2	81	-	-	-	-	
Critical Hdwy	6.42	6.22	4.12	-	-	
Critical Hdwy Stg 1	5.42	-	-	-	-	
Critical Hdwy Stg 2	5.42	-	-	-	-	
Follow-up Hdwy	3.518	3.318	2.218	-	-	
Pot Cap-1 Maneuver	903	1065	1593	-	-	
Stage 1	1008	-	-	-	-	
Stage 2	942	-	-	-	-	
Platoon blocked, %				-	-	
Mov Cap-1 Maneuver	890	1065	1593	-	-	
Mov Cap-2 Maneuver	890	-	-	-	-	
Stage 1	994	-	-	-	-	
Stage 2	942	-	-	-	-	
Approach	EB	NB	SB			
HCM Control Delay, s	8.8	2.7	0			
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1593	-	987	-	-	
HCM Lane V/C Ratio	0.014	-	0.028	-	-	
HCM Control Delay (s)	7.3	0	8.8	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0	-	0.1	-	-	

Intersection													
Int Delay, s/veh													
4													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	SBR
Lane Configurations													
Traffic Vol, veh/h	0	0	27	2	0	0	45	54	2	0	15	0	
Future Vol, veh/h	0	0	27	2	0	0	45	54	2	0	15	0	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free						
RT Channelized	-	-	None	-									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	29	2	0	0	49	59	2	0	16	0	
Major/Minor	Minor2	Minor1	Minor1	Minor1	Minor1	Minor1	Major1	Major1	Major2	Major2	Major2	Major2	Major2
Conflicting Flow All	174	175	16	189	174	60	16	0	0	61	0	0	
Stage 1	16	16	-	158	158	-	-	-	-	-	-	-	
Stage 2	158	159	-	31	16	-	-	-	-	-	-	-	
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-	
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-	
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-	
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-	
Pot Cap-1 Maneuver	789	718	1063	771	719	1005	1602	-	-	1542	-	-	
Stage 1	1004	882	-	844	767	-	-	-	-	-	-	-	
Stage 2	844	766	-	986	882	-	-	-	-	-	-	-	
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-	
Mov Cap-1 Maneuver	770	695	1063	732	696	1005	1602	-	-	1542	-	-	
Mov Cap-2 Maneuver	770	695	-	732	696	-	-	-	-	-	-	-	
Stage 1	972	882	-	817	742	-	-	-	-	-	-	-	
Stage 2	817	741	-	959	882	-	-	-	-	-	-	-	
Approach	EB	WB	WB	NB	NB	SB							
HCM Control Delay, s	8.5	9.9	9.9	3.3	3.3	0	0	0	0	0	0	0	0
HCM LOS	A	A	A	A	A	A	A	A	A	A	A	A	A
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	NBL	SBT	SBR	SBL	SBT	SBR	SBL	SBR
Capacity (veh/h)	1602	-	-	1063	732	1542	-	-	-	-	-	-	-
HCM Lane V/C Ratio	0.031	-	-	0.028	0.003	-	-	-	-	-	-	-	-
HCM Control Delay (s)	7.3	0	-	8.5	9.9	0	-	-	-	-	-	-	-
HCM Lane LOS	A	A	-	A	A	A	-	-	-	-	-	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	0	0	-	-	-	-	-	-	-

HCM 6th TWSC
1: Port Grace Blvd & Southport Pkwy

05/23/2023

Intersection												
Int Delay, s/veh	5.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↵	↕		↵	↕			↕			↕	
Traffic Vol, veh/h	67	46	2	0	68	7	19	0	0	4	0	137
Future Vol, veh/h	67	46	2	0	68	7	19	0	0	4	0	137
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	100	-	-	100	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	82	56	2	0	83	9	23	0	0	5	0	167

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	92	0	0	58	0	0	263	313	29	280	310	46
Stage 1	-	-	-	-	-	-	221	221	-	88	88	-
Stage 2	-	-	-	-	-	-	42	92	-	192	222	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1501	-	-	1544	-	-	669	601	1039	650	603	1014
Stage 1	-	-	-	-	-	-	761	719	-	910	821	-
Stage 2	-	-	-	-	-	-	967	818	-	791	718	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1501	-	-	1544	-	-	535	568	1039	623	570	1014
Mov Cap-2 Maneuver	-	-	-	-	-	-	535	568	-	623	570	-
Stage 1	-	-	-	-	-	-	719	679	-	860	821	-
Stage 2	-	-	-	-	-	-	808	818	-	748	679	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	4.4			0			12			9.4		
HCM LOS							B			A		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	535	1501	-	-	1544	-	-	996
HCM Lane V/C Ratio	0.043	0.054	-	-	-	-	-	0.173
HCM Control Delay (s)	12	7.5	-	-	0	-	-	9.4
HCM Lane LOS	B	A	-	-	A	-	-	A
HCM 95th %tile Q(veh)	0.1	0.2	-	-	0	-	-	0.6

HCM 6th TWSC
2: Eastport Pkwy & Port Grace Blvd

05/23/2023

Intersection												
Int Delay, s/veh	4.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↶	↷		↶	↷		↶	↷		↶	↷	
Traffic Vol, veh/h	42	2	15	55	0	29	5	110	172	104	136	27
Future Vol, veh/h	42	2	15	55	0	29	5	110	172	104	136	27
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	0	-	-	0	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	83	83	83	83	83	83	83	83	83
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	51	2	18	66	0	35	6	133	207	125	164	33

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	697	783	181	690	696	237	197	0	0	340	0	0
Stage 1	431	431	-	249	249	-	-	-	-	-	-	-
Stage 2	266	352	-	441	447	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	356	325	862	359	365	802	1376	-	-	1219	-	-
Stage 1	603	583	-	755	701	-	-	-	-	-	-	-
Stage 2	739	632	-	595	573	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	313	290	862	321	326	802	1376	-	-	1219	-	-
Mov Cap-2 Maneuver	313	290	-	321	326	-	-	-	-	-	-	-
Stage 1	601	523	-	752	698	-	-	-	-	-	-	-
Stage 2	704	629	-	520	514	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	16.3	15.9	0.1	3.2
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1376	-	-	313	700	321	802	1219	-	-
HCM Lane V/C Ratio	0.004	-	-	0.162	0.029	0.206	0.044	0.103	-	-
HCM Control Delay (s)	7.6	-	-	18.7	10.3	19.1	9.7	8.3	-	-
HCM Lane LOS	A	-	-	C	B	C	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.6	0.1	0.8	0.1	0.3	-	-

Intersection						
Int Delay, s/veh	4.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W			W	W	
Traffic Vol, veh/h	17	26	26	2	51	17
Future Vol, veh/h	17	26	26	2	51	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	28	28	2	55	18
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	122	64	73	0	-	0
Stage 1	64	-	-	-	-	-
Stage 2	58	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	873	1000	1527	-	-	-
Stage 1	959	-	-	-	-	-
Stage 2	965	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	857	1000	1527	-	-	-
Mov Cap-2 Maneuver	857	-	-	-	-	-
Stage 1	942	-	-	-	-	-
Stage 2	965	-	-	-	-	-
Approach	EB		NB		SB	
HCM Control Delay, s	9		6.9		0	
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1527	-	938	-	-	
HCM Lane V/C Ratio	0.019	-	0.05	-	-	
HCM Control Delay (s)	7.4	0	9	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-	

Intersection													
Int Delay, s/veh 5.4													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Traffic Vol, veh/h	0	0	54	10	0	0	46	28	2	0	26	0	
Future Vol, veh/h	0	0	54	10	0	0	46	28	2	0	26	0	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free	
RT Channelized	-	-	None										
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	0	0	59	11	0	0	50	30	2	0	28	0	
Major/Minor	Minor2	Minor1	Minor1	Minor1	Minor1	Minor1	Major1	Major1	Major2	Major2	Major2	Major2	
Conflicting Flow All	159	160	28	189	159	31	28	0	0	32	0	0	
Stage 1	28	28	-	131	131	-	-	-	-	-	-	-	
Stage 2	131	132	-	58	28	-	-	-	-	-	-	-	
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-	
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-	
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-	
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-	
Pot Cap-1 Maneuver	807	732	1047	771	733	1043	1585	-	-	1580	-	-	
Stage 1	989	872	-	873	788	-	-	-	-	-	-	-	
Stage 2	873	787	-	954	872	-	-	-	-	-	-	-	
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-	
Mov Cap-1 Maneuver	788	709	1047	710	710	1043	1585	-	-	1580	-	-	
Mov Cap-2 Maneuver	788	709	-	710	710	-	-	-	-	-	-	-	
Stage 1	957	872	-	845	763	-	-	-	-	-	-	-	
Stage 2	845	762	-	901	872	-	-	-	-	-	-	-	
Approach	EB	WB	WB	NB	NB	NB	SB	SB	SB	SB	SB	SB	
HCM Control Delay, s	8.6	10.1	10.1	4.4	4.4	4.4	0	0	0	0	0	0	
HCM LOS	A	B	B	A	A	A	B	B	B	B	B	B	
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	NBLn1	SBL	SBT	SBR	SBL	SBT	SBR	
Capacity (veh/h)	1585	-	-	1047	710	1580	-	-	-	-	-	-	
HCM Lane V/C Ratio	0.032	-	-	0.056	0.015	-	-	-	-	-	-	-	
HCM Control Delay (s)	7.3	0	-	8.6	10.1	0	-	-	-	-	-	-	
HCM Lane LOS	A	A	-	A	B	A	-	-	-	-	-	-	
HCM 95th %tile Q(veh)	0.1	-	-	0.2	0	0	-	-	-	-	-	-	

DRAFT

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA:

Section 1. Approval of Rezoning. On July 6, 2023, the La Vista Planning Commission conducted a public hearing on the matter of rezoning Lots 5-6 Southport East, the tracts of land set forth in Section 2 of this ordinance, and reported to the City Council that it recommended approval of the zoning of said tracts be changed from "C-3" Highway Commercial / Office Park District and Gateway Corridor District (Overlay District) to "C-3" Highway Commercial / Office Park District and Gateway Corridor District (Overlay District) and Planned Unit Development District (Overlay District) for Lots 5-6 Southport East. On August 1, 2023, the City Council held a public hearing on said proposed change in zoning and found and determined that said proposed changes in zoning are advisable and in the best interests of the City. The City Council further found and determined that public hearings were duly held and notices, including published notice, written notice to adjacent property owners and notice posted at the properties, were duly given pursuant to Section 9.01 of the Zoning Ordinance. The City Council hereby approves said proposed changes in zoning as set forth in Section 2 of this ordinance.

Section 2. Amendment of the Official Zoning Map. Pursuant to Article 3 of the Zoning Ordinance, Lots 5-6 Southport East in the E ½ of Section 18, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, is hereby rezoned from "C-3" Highway Commercial / Office Park District and Gateway Corridor District (Overlay District) to "C-3" Highway Commercial / Office Park District and Gateway Corridor District (Overlay District) and Planned Unit Development District (Overlay District) and the Official Zoning Map of the City of La Vista is hereby amended to reflect the changes in zoning as described above and displayed in the attached Zoning Map Exhibit, hereby incorporated into this Ordinance by reference.

The amended version of the official zoning map of the City of La Vista is hereby adopted, contingent on the approval and recording of the Final Plat and related Subdivision Agreement, and shall be signed by the Mayor, attested to by the City Clerk and shall bear the seal of the City under the following words:

"This is to certify that this is the official zoning map referred to in Article 3 Section 3.02 of Ordinance No. 848 of the City of La Vista, Nebraska"

and shall show the date of the adoption of that ordinance and this amendment.

Section 3. Effective Date. This ordinance shall be in full force and effect upon the date passage, approval and publication as provided by law.

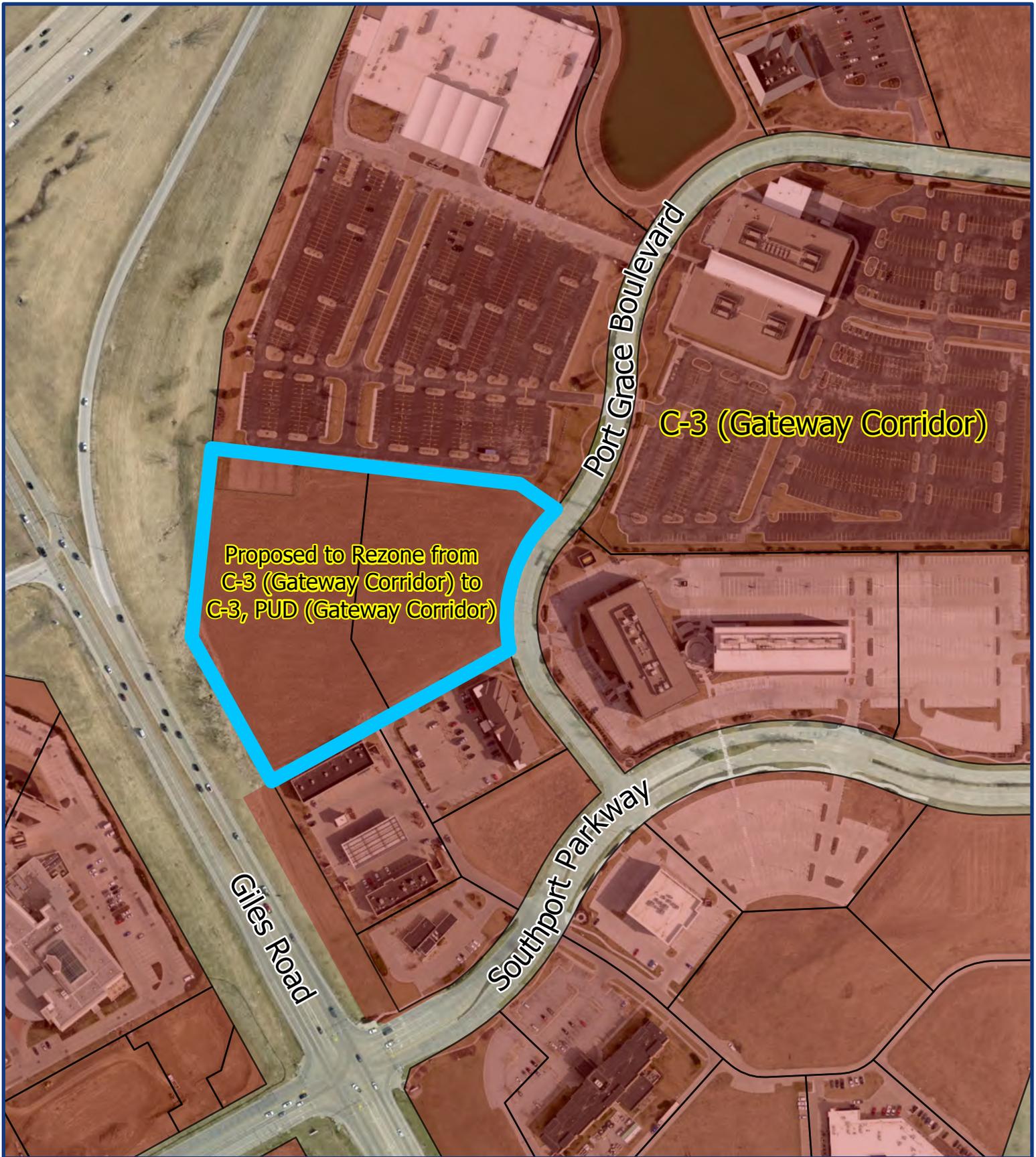
PASSED AND APPROVED THIS 1ST DAY OF AUGUST 2023.

CITY OF LA VISTA

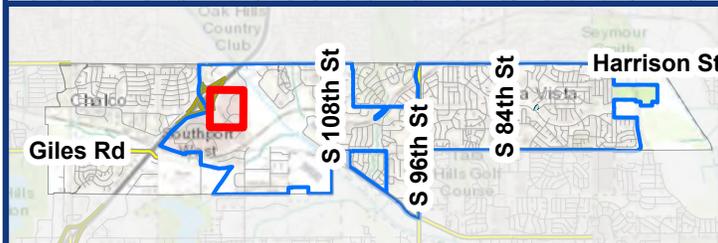
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



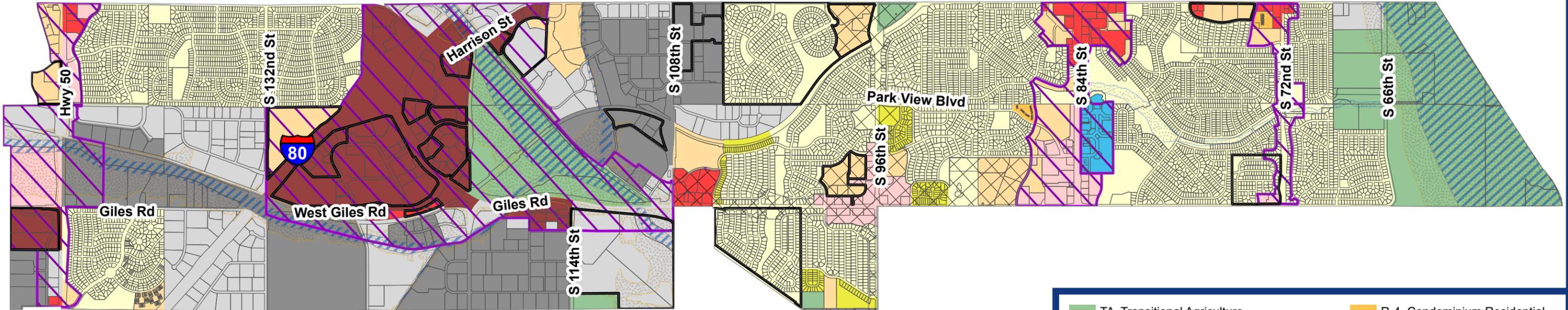
Vicinity Map - REV Development PUD Zoning Overlay



Legend

-  Property Lines
-  Rezoning Boundary





- | | |
|---|--|
| TA Transitional Agriculture | R-4 Condominium Residential |
| C-1 Shopping Center Commercial | PUD |
| C-2 General Commercial District | Special Corridor |
| C-3 Highway Commercial/Office Park District | Gateway Corridor |
| MU-CC Mixed Use City Centre | FW |
| I-1 Light Industrial | A - 100-Year Flood Zone |
| I-2 Heavy Industrial | AE - 100-Year Flood Zone, Detailed Study |
| R-1 Single-Family – Residential | 500-Year Flood Zone |
| R-2 Two-Family – Residential | Mask |
| R-3 High Density Residential | |



- | |
|-------------------------------|
| City Limits |
| Extraterritorial Jurisdiction |



7/14/2023
 Drawn By: CB



City of La Vista
Official Zoning Map
 Adopted December 18, 2018
 Updated August 1, 2023
 Ordinance Number _____

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 REV Development Group commercial development (the "REV Development 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 REV Development PUD is hereby adopted to provide for the development of a commercial hospitality, retail, and services development. Such commercial development will be characterized by two free-standing hotels and a strip commercial building, served by shared parking areas that provide sufficient parking for the mix of uses. 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. "Developer" shall mean REV Development, LLC (d.b.a. REV Development Group), their successors and assigns.
- B. "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.
- C. "Hotel" shall mean a building or portion thereof offering transient lodging accommodations on a daily rate to the general public and providing services associated with restaurants, meeting rooms, and recreational facilities.
- D. "Plat" or "the Plat," shall mean the final plat of the Subdivision approved by the City Council or an administrative plat approved by staff.

- E. "REV Development 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.
- F. "Southport East Design Guidelines" shall mean the specific guidelines establishing basic site and building development criteria to be implemented within the boundaries of the Southport East subdivision. Developments within this subdivision shall be subject to the Architectural and Site Design Guidelines for the Southport Development dated September 1, 2002.
- G. "Strip Commercial Building" shall mean a long usually one-story building or group of buildings housing several adjacent retail stores or service establishments with common parking.
- H. "Subdivision" shall mean the 7.12 acres of land described in Exhibit "A" hereto, to be known as "Lots 1-3 Southport East Replat Fifteen".

Section 4. Parcel Identification Map

Attached hereto and made a part of REV Development PUD for parcel delineation is the Parcel Identification Map for the REV Development 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 Architectural and Site Design Guidelines for the Southport Development dated September 1, 2002, 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. The Architectural and Site Design Guidelines for the Southport Development take the place of the Commercial Building Design Guide and Criteria of La Vista's Gateway Corridor District. The City Administrator shall determine which design criteria is applicable in the event of a conflict between the two documents referenced herein.

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 REV Development 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 REV Development PUD.
- ii. Unless otherwise specified herein, the development of the REV Development PUD shall comply with the applicable La Vista Zoning Ordinance or any other applicable City Codes.

B. Land Use Design Criteria

Unless provided otherwise in this REV Development 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 Lots 1-3 Southport East Replat Fifteen. 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 Lots 1-3, Southport East Replat Fifteen is to develop the site for stand-alone hospitality and a mix of commercial uses in a strip commercial building.
 - a. Building Height. Permitted building heights shall be the same as those listed in the C-3 Highway Commercial / Office Park 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 C-3 Highway Commercial / Office Park 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 Chandler Plaza will be 15-feet from the back-of-curb of the roadway.
 - c. Landscaping. Landscaping throughout the PUD shall be consistent with the PUD Site Plan map set, Exhibit "B" and Site Design Guidelines for the Southport Development. 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 Lots 1-3, Southport East Replat Fifteen should be provided based on the aggregate ratio of one (1) per rental unit for hotels and one space per 200 square feet of general retail uses. All other commercial uses within the commercial strip center shall be subject to the off-street parking requirements designated within the La Vista Zoning Ordinance.

D. Signage

All signs may be permitted with approval of a sign permit based upon the adopted sign regulations, except as modified herein.

See the PUD Site Plan map set, Exhibit "B", for the proposed site signage approximate locations.

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 1ST DAY OF AUGUST 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buehe, MMC
City Clerk

Ordinance No.

EXHIBIT A

Lots 1-3, Southport East Replat Fifteen, located in the E ½ , Section 18, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska.

Ordinance No.

EXHIBIT B

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 1, 2023 AGENDA**

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT – LOT 1 SOUTHPORT EAST REPLAT FIFTEEN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled for Council to consider an application for a Conditional Use Permit to locate and operate a hotel (Holiday Inn Express) on the proposed Lot 1, Southport East Replat Fifteen, generally located northwest of Southport Parkway and Port Grace Blvd.

FISCAL IMPACT

None.

RECOMMENDATION

Approval of the Conditional Use Permit for Holiday Inn Express, conditional on completion of the design review approval process prior to the issuance of a building permit.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by REV Development for a Conditional Use Permit, to locate and operate a Holiday Inn Express on the proposed Lot 1, Southport East Replat Fifteen. The property is zoned C-3 Highway Commercial/Office Park District with the Gateway Corridor Overlay District. The applicant proposes to build a five-story, 119-room hotel.

The property lies within the Southport East development and is subject to the building design review process. Design review must be completed for each development on this property prior to the issuance of a building permit.

A detailed staff report is attached.

The Planning Commission met on July 6, 2023 and voted 8-0 to recommend approval of the Conditional Use Permit for a hotel on parts of Lots 5 and 6 Southport East, to be replatted as Lot 1 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Conditional Use Permit request is consistent with the Comprehensive Plan and the Zoning Ordinance.

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 REV DEVELOPMENT, LLC TO ALLOW FOR A HOTEL, SPECIFICALLY HOLIDAY INN EXPRESS, ON LOT 1, SOUTHPORT EAST REPLAT FIFTEEN.

WHEREAS, REV Development, LLC has applied for a Conditional Use Permit for to allow for the construction and operation of a hotel, specifically Holiday Inn Express, on Lot 1, Southport East Replat Fifteen, located northwest of the intersection of Port Grace Blvd and Southport Parkway; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit for such purposes, subject to the following conditions:

1. Approval of Southport West Replat Fifteen.
2. Satisfactory completion of design review process and update of Conditional Use Permit exhibits, prior to recording of the Conditional Use Permit and submittal for a building permit.

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 REV Development, LLC to allow for a hotel, specifically Holiday Inn Express, on Lot 1, Southport East Replat Fifteen.

PASSED AND APPROVED THIS 1ST DAY OF AUGUST 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: PCUP23-0006;

FOR HEARING OF: AUGUST 1, 2023
REPORT PREPARED ON: JULY 10, 2023

I. GENERAL INFORMATION

A. APPLICANT:

REV Development
1000 O Street, Suite 102
Lincoln, NE 68508

B. PROPERTY OWNER:

PayPal Inc
12312 Port Grace Blvd
La Vista, NE 68128

C. LOCATION: Northwest of the intersection of Port Grace Blvd and Southport Parkway.

D. LEGAL DESCRIPTION: Parts of Lots 5 and 6 Southport East (Proposed Lot 1 Southport East Replat 15)

E. REQUESTED ACTION(S): Conditional Use Permit (CUP) to allow for the development of a 119-room hotel (proposed as a Holiday Inn Express).

F. EXISTING ZONING AND LAND USE: C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District); the property is currently vacant.

G. PURPOSE OF REQUEST: Authorize a Conditional Use Permit (CUP) to allow for the development of a hotel (proposed as a Holiday Inn Express).

H. SIZE OF SITE: Approximately 2.37 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property is currently vacant with a gradual downward slope to the northeast.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Commercial	C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District);	Kiewit Corporation
East	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	Securities America
South	Commercial	C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District);	My Place Hotel and Casey's
West	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	La Vista Conference Center

C. RELEVANT CASE HISTORY:

1. The original plat for Southport East was approved in April 2001.

D. APPLICABLE REGULATIONS:

1. Section 5.12 of the Zoning Regulations - C-3 Highway Commercial / Office Park District.
2. Section 5.15 of the Zoning Regulations - PUD Planned Unit Development District (Overlay District).
3. Section 5.17 of the Zoning Regulations - Gateway Corridor District (Overlay District).
4. Section 6 of the Zoning Regulations - Conditional Use Permits (CUP)

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan designates the area for commercial uses.
2. The proposed project will meet Policy Work 1-3 of the La Vista Comprehensive Plan which reads: "Continue to market the City's existing business clusters, convention centers, hotels, and retail at Southport as well as quality of life factors that attract similar businesses."

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Access to the property will be provided through a full access off of Port Grace Blvd as well as full access connection from S. 123rd Plaza, through an easement through the proposed Lot 2 Southport East Replat 15.
2. Applicant has provided a traffic impact memo as part of the PUD Site Plan review process. The study, dated June 5, 2023, finds that the site is expected to generate 2,348 daily trips, 115 AM peak hour trips, and 180 PM peak hour trips. The 2050 site capacity analysis finds that the individual movements related to this development will operate with a Level-Of-Service of C or better. No roadway improvements are recommended through this analysis.
3. A draft traffic impact memo is currently under review by the City's third-party consulting firm. Any proposed changes will be provided to the applicant to make adjustments and resubmit prior to the review of the development by City Council. The traffic impact memo is attached to this report.

D. UTILITIES:

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

E. PARKING REQUIREMENTS:

1. Parking requirements for Lot 1 of the development are one stall per rental unit for the hotel proposed to be developed on this lot. Based on the total number of rental units depicted within the CUP Site Plan, a total of 119 stalls would be required based on the number of rental units projected. The CUP Site Plan depicts a total of 151 parking stalls within the subject lot.

2. Overall, the site depicts a total of 391 parking stalls, well above the 276 stalls required. Parking within this PUD should be shared within Lots 1-3 to limit any possible off-site parking issues.

F. LANDSCAPING:

1. The landscaping for any developments on this site will need to comply with the requirements of the Zoning Ordinance and of the Southport East Design Guidelines. The design review process for the CUP Site Plan map set needs to be substantially complete prior to City Council review.

IV. REVIEW COMMENTS:

- A. The design of the buildings and the overall site will be reviewed through the City's Architectural Design Review process, and must be substantially complete prior to issuance of any building permits.
- B. Applicant has been made aware that developments on this property will require FAA approval prior to the issuance of a building permit due to the proximity of the Millard Airport.
- C. The development will be required to meet the requirements for a Post Construction Storm Water Management Plan as per City regulations.
- D. All necessary easements will need to be finalized and recorded prior to the issuance of building permits.

V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:

Approval of the Conditional Use Permit for a hotel on parts of Lots 5 and 6 Southport East, to be replatted as Lot 1 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Conditional Use Permit request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:

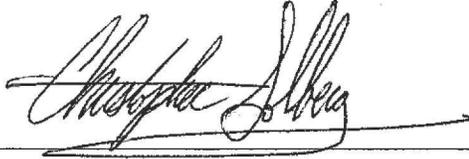
The Planning Commission met on July 6, 2023 and voted 8-0 to recommend approval of the Conditional Use Permit for a hotel on parts of Lots 5 and 6 Southport East, to be replatted as Lot 1 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Conditional Use Permit request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

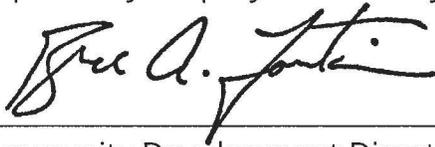
- A. Vicinity Map
- B. Review Letters
- C. Draft Conditional Use Permit

VIII. COPIES OF REPORT SENT TO:

- A. Justin Hernandez, REV Development
- B. Brian Emmerich, Olsson
- C. Public Upon Request



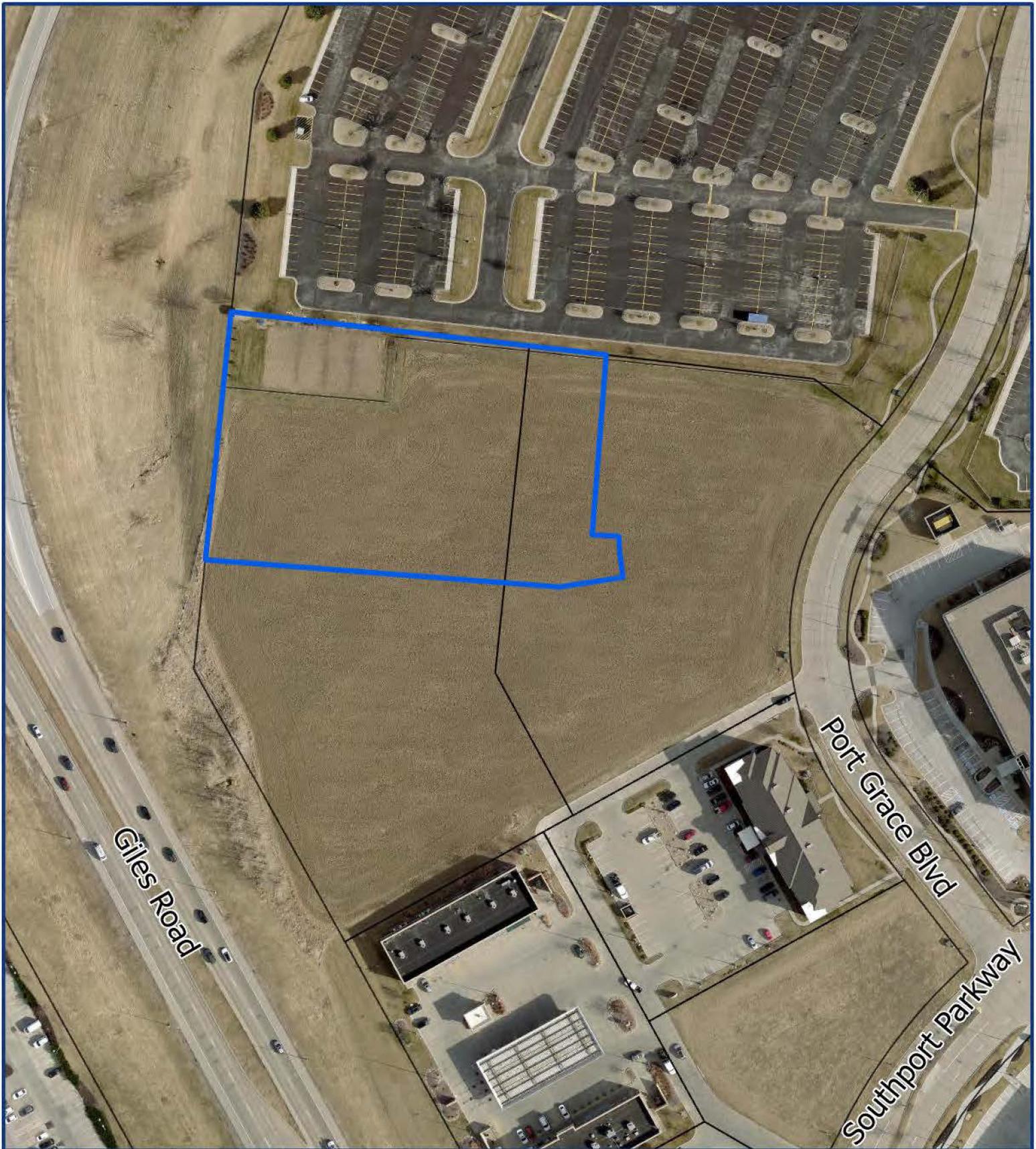
Prepared by: Deputy Community Development Director



Community Development Director

7/21/23

Date

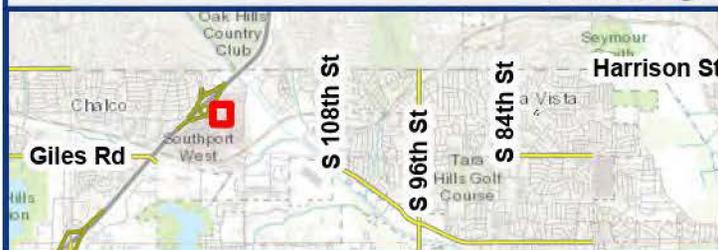


Giles Road

Port Grace Blvd

Southport Parkway

Vicinity Map - Holiday Inn Express Hotel CUP



Legend

 CUP Boundary





June 7, 2023

Brian Emmerich
Olsson Associates
2111 N 67th Street, Suite 200
Omaha, NE 68106

RE: REV Development – PUD, CUP & Replat Applications – Initial Review Letter
Lots 5-6 Southport East

Mr. Emmerich,

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 3.03.03.10 – Please confirm the intent is to reduce and/or eliminate a portion of the 123rd Plaza Easement.
2. Subdivision Regulations Section 3.03.12 – Please label the book and page number of existing easements, including private easements, on the plan.
3. Subdivision Regulations Section 3.03.16 – Confirm if all three (3) lots are to be graded simultaneously. Over lot grading of all three lots will result in a disturbance greater than five (5) acres and may require additional grading BMPs.

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

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

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

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

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

4. Subdivision Regulations Section 3.03.19 – Please provide a Traffic Impact Analysis memo which confirms that the background increase travel demand is consistent with the updated traffic study for the Nebraska Multi Sport Complex dated February 2022, and that there are no operational concerns with the intersections of 123rd Plaza and Port Grace Plaza, or 123rd Plaza and Southport Plaza.
5. Subdivision Regulations Section 3.05.20.2 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
6. Subdivision Regulations Sections 3.05.04 & 3.05.19 – Surveyor's Certification needs to be updated to language consistent with the updated State Surveyor regulations.
7. Replat Submittal Sheet 2.0 – Confirm parallel and typical parking stall configurations are consistent with Article 7 of the Zoning Ordinance.
8. Replat Submittal Sheet 2.0 – Sidewalk easements will be required along Port Grace Boulevard for portions of the public sidewalk.

Planned Unit Development Application

9. Zoning Ordinance Section 5.15.03 – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District
10. Zoning Ordinance Section 5.15.04.01 – Please submit an anticipated schedule of construction, inclusive of a timeline according to the phasing exhibit as submitted.
11. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 – Please submit a Traffic Impact Analysis memo as noted in comment #4 above.
12. Zoning Ordinance Section 5.15.04.05 – Please see the attached email correspondence with the Papillion Fire Marshall's Office regarding changes to the development entrance locations in relation to Fire Codes.

13. 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. An ADA-compliant route for Lot 1 that considers the probable delay in the development of Lot 3 (Phase 2) should be included.
14. Zoning Ordinance Section 5.15.04.07 – Please provide the setback distances for the proposed monument sign in the northwest corner of the property. If there is an intent to provide multi-tenant signage in relation to the proposed strip-commercial use, please depict this as well. Also please note the constraints for signage as noted in Sections 7.01-7.04 of the Zoning Ordinance. Are any additional monument signs contemplated for any of the proposed uses?
15. Zoning Ordinance Section 5.15.04.08 – Please review the parking statistics table on the PUD site plan and correct as necessary. The Lot 3 parking statistics appear to be based on a hotel development on that lot.
16. Zoning Ordinance Section 5.15.04.13 – If common spaces are anticipated, including shared access drives, provisions for the proper maintenance and ownership shall be included in the submittal.
17. 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 correct the setback along S 123rd Plaza accordingly.
18. Zoning Ordinance Section 5.15.05.02.2 – Please provide the height of the proposed structures.
19. Review and permitting from the FAA will likely be required due to the proximity of the development to the Millard Airport. This approval will be required prior to building permit issuance.
20. Zoning Ordinance 5.15.05.02.11 – Please depict details on the site plan for existing development on adjacent properties within 200 feet.

21. Zoning Ordinance Section 5.15.05.06 – Please include a vicinity map showing the general arrangement of streets within an area of one thousand (1,000) feet from the boundaries of the proposed planned unit development.
22. Zoning Ordinance Section 5.15.05.09 – Please submit copies of any restrictive covenants that are to be recorded with respect to the property included in the planned development district.

Holiday Inn CUP

23. Zoning Ordinance Section 6.05.04 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
24. Zoning Ordinance Section 6.05.04 – The parking stall count listed in the Operating Statement does not coincide with the parking stall count listed on the CUP Site Plan. Additionally, the CUP Site Plan includes parking statistics for the adjoining lot. Please include only the parking statistics for the subject property of the CUP.
25. General Comment – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District

Residence Inn CUP

26. Zoning Ordinance Section 6.05.04 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
27. Zoning Ordinance Section 6.05.04 – The parking stall count listed in the Operating Statement does not coincide with the parking stall count listed on the CUP Site Plan. Additionally, the CUP Site Plan includes parking statistics

for the adjoining lot. Please include only the parking statistics for the subject property of the CUP.

28. General Comment – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District

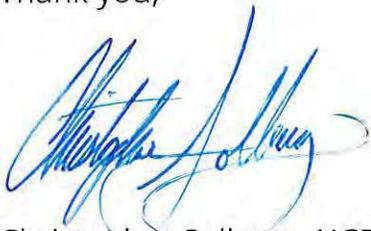
General Development Comments

29. Design Review – 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 Southport East Design Guidelines prior to building permit approval. The full design review process will be conducted outside of the PUD and CUP approval processes, with the exception of the review of the preliminary landscaping plan. Please see the attached comments from the City's third-party Design Review Architect regarding the landscaping plan.
30. Please add parking lot light pole locations to the landscaping plans of the PUD/CUP plan sets in order to ensure there are no conflicts with the planting plan as presented.
31. Landscaping plans were submitted in relation to each of the proposed hotels, but not for the development as a whole. Please submit a Preliminary PUD Landscaping Plan for the entirety of the development that conforms to Section 7.17 of the Zoning Ordinance and the Southport East Design Guidelines.
32. Although the design review process will be conducted outside of the PUD/CUP process, colored versions of the draft elevations are included as exhibits within the CUP. Please include colored versions of the draft elevations with your next submittal.
33. A draft of the Conditional Use Permit for each of the proposed hotels 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:

Justin Hernandez, REV Development
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
Garrett Delgado, Engineer Assistant – City of La Vista

Christopher Solberg

From: Steve Thornburg <sthornburg@papillion.org>
Sent: Wednesday, June 7, 2023 10:36 AM
To: Christopher Solberg
Subject: RE: [EXT] RE: [EXT] REV Development

Correct, they would lose the parking spaces, that is all.

Steve Thornburg

City of Papillion | Fire Marshal

10727 Chandler Rd. La Vista NE 68128

www.Papillion.org

O : 402-829-1398 | M : 402-943-8266



Papillion
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From: Christopher Solberg <csolberg@cityoflavista.org>
Sent: Wednesday, June 7, 2023 10:20 AM
To: Steve Thornburg <sthornburg@papillion.org>
Subject: [EXT] RE: [EXT] REV Development

If they add an entrance at that point, in addition to the two existing ones, that would work too, right? The existing point on 123rd is the main logical traffic flow to Lot 1.

Christopher Solberg, AICP

City of La Vista | Deputy Community Development Director

From: Steve Thornburg <sthornburg@papillion.org>
Sent: Wednesday, June 7, 2023 10:11 AM
To: Christopher Solberg <csolberg@cityoflavista.org>
Subject: RE: [EXT] REV Development

Chris,

The code sections for the comment are NFPA 1 18.2.3.3 and IFC D106.3. The IFC appendix is not adopted in La Vista but gives guidance on measuring the distance between access points. If the access point moves to the west on 123rd to the corner, they meet the separation that would be acceptable.

Steve Thornburg

City of Papillion | Fire Marshal

10727 Chandler Rd. La Vista NE 68128

www.Papillion.org

O : 402-829-1398 | M : 402-943-8266



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From: Christopher Solberg <csolberg@cityoflavista.org>

Sent: Wednesday, June 7, 2023 8:47 AM

To: Steve Thornburg <sthornburg@papillion.org>

Cc: Cale Brodersen <cbrodersen@cityoflavista.org>

Subject: [EXT] REV Development

Good Morning Steve,

We are working on the comment letter to REV Development for their proposed PUD in our Southport East area. Can you please provide me with the code reference number in relation to your comment (attached) so that I can include it in the review letter?

Thanks,

Christopher Solberg, AICP

City of La Vista | Deputy Community Development Director

402.593.6400 (Office)

8116 Park View Blvd. | La Vista, NE 68128

CityofLaVista.org

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June 6, 2023

Mr. Chris Solberg
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

RE: Southport East - Port Grace & 123rd Landscape Review - Design Review Letter #1

Dear Chris:

This letter shall provide recommendations and/or corrections for the Applicant's submittal containing drawings received on 5/23/2022. For tracking purposes, I have noted deficiencies in the submittal package below, and where appropriate, the corresponding requirements outlined in the Southport East Design Guidelines.

General:

1. The following drawings were submitted:
 - a. L1.0 Landscape Plan
2. Additional reviews regarding landscaping will take place at the time of Design Review Submission for each building within this PUD with regard to specific requirements regarding the softening of areas around dumpster enclosures, screening of utilities, screening of mechanical equipment, etc.

Drawings:

1. Landscaping
 - i. No site dimensions are included to determine compliance with 6.1.D, which requires ten (10) foot wide landscaped, turfed (sodded or seeded) and irrigated green space along all interior lot lines shown in Appendix E.
 - ii. Per appendix G, the following proposed plants are not included in the approved list:
 1. Autumn Blaze Maple
 2. Bloodgood London Plane Tree
 3. Silver Linden
 4. Maney Juniper
 5. Karl Foerster Feather Reed GrassRevise to comply with Appendix G.
 - iii. Per Appendix G, trees shall have a minimum caliper of 3". Trees proposed on plant schedule have a caliper ranging from 2 to 2.5". Revise to comply with Appendix G.

Please notify the Applicant of the review comments above and request clarification and/or resubmittal as the case may be. Please remind the Applicant to properly date all resubmittals. Southport East Design Guideline Requirements not specifically discussed above are in compliance but subject to further review pending resubmittal.

Please feel free to contact me regarding additional clarifications or questions.

(402) 431-6377 direct
dkerns@schemmer.com

Sincerely,

THE SCHEMMER ASSOCIATES, INC.



Dan Kerns, AIA, NCARB
Principal
Executive Manager, Architecture
Commercial Market Leader

City of La Vista Conditional Use Permit

Conditional Use Permit for Hotel

This Conditional Use Permit issued this ____ day of _____, 2023, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, REV Development LLC, Inc. ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct, own, and operate a hotel upon the following described tract of land within the City of La Vista zoning jurisdiction that Owner owns or will acquire before commencing such construction:

Lot 1, Southport East Replat Fifteen, a subdivision as surveyed, platted and recorded in the City of La Vista, Sarpy County, Nebraska ("property" or "premises").

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a hotel on such property; 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.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on Exhibit "B" hereto for a hotel, said use hereinafter being referred to as "Permitted Use or Use".

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. Any variation or breach of any terms hereof shall cause permit to expire and terminate automatically without any further action required of the City.
2. In respect to the proposed Use:
 - a. Operations on the property will be limited to and carried out in accordance with the Operational Statement attached as Exhibit "A" and incorporated into this permit by reference.
 - b. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives shall be provided to the City and attached to the permit as Exhibit "B".
 - c. This permit shall be subject to approval, execution and filing with the Sarpy County Register of Deeds of (i) Southport East Replat Fifteen, being a replat of Lots 5 and 6, Southport East, City of La Vista, and (ii) a subdivision agreement between Owner and City regarding public improvements and other requirements in connection with the Use of the property, in form and content satisfactory to the City Engineer and the terms and conditions of which shall be incorporated into this permit by reference. Provided, however, this permit shall be filed with the Sarpy County Register of Deeds immediately after such Replat Fifteen and subdivision agreement are filed with the Sarpy Count Register of Deeds.

- d. The hours of operation will be 24 hours a day seven days a week.
 - e. 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.
 - f. The premises shall be developed and maintained in accordance with the site plan (Exhibit "B") as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Community Development Director for approval.
 - g. Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided. Lighting shall be designed to a standard that does not impact adjoining properties.
 - h. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, FAA and ADA.
 - i. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
 - j. Owner hereby indemnifies and agrees to defend the City and all officials, officers, employees, agents, successors, and assigns of the City ("Indemnified Parties") against, and holds the Indemnified Parties 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 any officers, members, directors, agents, employees, assigns, suppliers or invitees of owner, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
3. In respect to the Gateway Corridor Overlay District and Southport East Design Guidelines:
- a. Building Exterior (Style and Building Materials)
 - i. Draft elevation plans (Exhibits "C") shall be reviewed in accordance with the Southport East Design Guidelines and approved through the City's design review approval process.
 - b. Mechanical Units
 - i. The ground units, electrical transformers, and gas meters are to be screened from view by a mixture of shrubs and grasses.
 - c. Trash Enclosure
 - i. The Site Plan (Exhibit "B") and Site Landscaping Plan (Exhibit "D") indicates screening (trash enclosure) around the refuse dumpsters. The walls of the trash enclosure are to be constructed of masonry units to match the material on the main structure. Two gates with steel frames will be utilized on the enclosure in accordance with the Southport East Design Guidelines.
 - d. Landscaping and Site Treatment
 - i. The Landscape Plan (Exhibit "D") shall be reviewed in accordance with the Southport East Design Guidelines and approved through the City's design review approval process.
 - ii. Any changes to the landscape plan must be approved by the City of La Vista.
 - iii. All sidewalks along Port Grace Blvd shall be serpentine.
 - e. Exterior Light Fixtures
 - i. All exterior light fixtures used on this project for parking lots shall be in accordance with the Southport East Design Guidelines. Parking lot lights (Exhibit "E") shall be located according to the Site Plan (Exhibit "B").
 - ii. All additional exterior light fixtures must be submitted for approval.
 - f. Signage
 - i. All signs shall comply with the City's sign regulations and the design shall be in

accordance with the Southport East Design Guidelines.

4. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
 - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval, if the violation continues after written notice from the City to Owner and a reasonable time for Owner to cure such violation.
 - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
 - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.
5. 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. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
 - c. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
6. If the permitted use is not commenced within one (1) year from _____, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
7. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, 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) 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 to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
8. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall constitute covenants running with the land and shall be binding upon owner and all successors and assigns of the owner.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived

said breach in writing; and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address:

Mike Works
REV Development, LLC
1000 O Street, Suite 102
Lincoln, NE 68508

Effective Date:

The recitals at the beginning of this permit and all exhibits referenced in this permit shall be incorporated into this permit by reference. This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pam A. Buethe
City Clerk

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:

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Bueth, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Conditional Use Permit for Hotel, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [_____] , personally known by me to be the _____ of _____, and the identical person whose name is affixed to the foregoing Conditional Use Permit for Hotel, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

Exhibit "A"

REV

DEVELOPMENT

1000 O Street, Suite 102
Lincoln, NE 68508

Operating Statement

May 19, 2023

City of La Vista
Community Development
8116 Park View Boulevard
La Vista, Nebraska 68128

To whom it may concern:

Please let this letter serve as our intention to request a Conditional Use Permit for the property located at Lots 5 and 6, Southport East, a Subdivision in Sarpy County, Nebraska. The proposed use that we are seeking is for a hotel on Lots 5 and 6. The subject property is currently zoned C-3 within the Gateway Corridor Overlay district. The proposed hotel will meet the requirements for site and building as enumerated in the Southport Design guidelines for the City of La Vista, Nebraska.

The proposed development and building standards are as follows:

Proposed Height	Approximately 60 feet to parapet, not to exceed 65 feet
Proposed Building Square Footage	Approximately 70,000 square feet
Proposed Parking Proposed rooms: 119	1 space per room
Architectural Treatments	In compliance with the Southport Design Guidelines
Landscaping	In compliance with the Southport Design Guidelines
Sidewalks/Pedestrian Access	As required by Development Regulations

The developer of the project, REV Development, LLC, is committed to building a quality hotel that will be an asset to the surrounding community and the City of La Vista.

The contact information for the developer is as follows:

REV Development, LLC
1000 O Street, Suite 102
Lincoln, NE 68508
Contact: Mike Works
mworks@revdev.com

REV

DEVELOPMENT

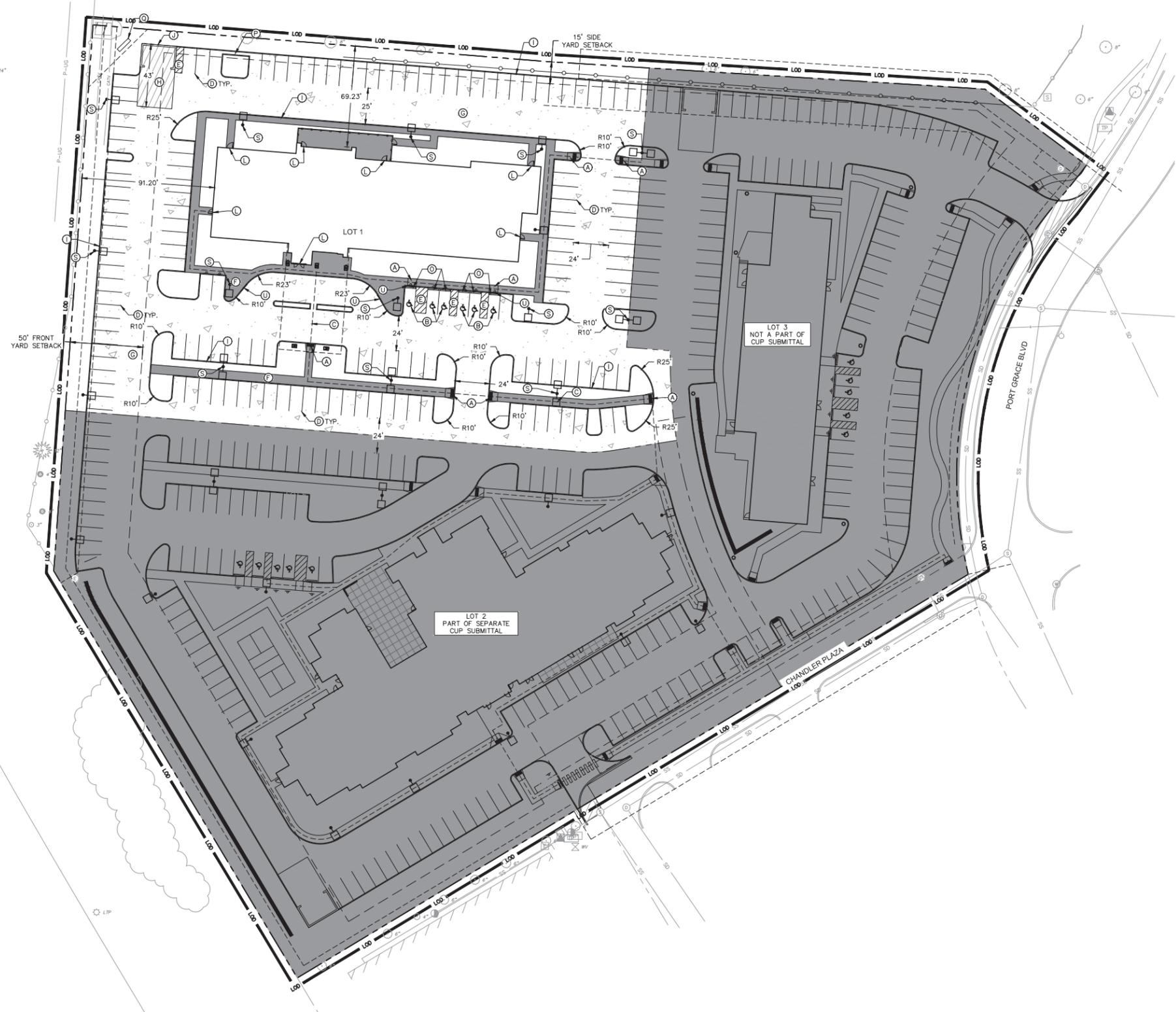
Regards,



Derek Zimmerman
General Counsel
REV Development
derek@revdev.com

Exhibit “B”

DWG: F:\2023\00001-00000\023-00212\40-Design\AutoCAD\Preliminary Plans\Sheets\ONC\VC-ST-CUP-02300212.dwg
 DATE: Jul 27, 2023 3:48pm
 USER: rreedy
 C:\BND_T_02300212 C:\BND_T_02300212 C:\PTBK_02300212



SITE KEY NOTES	
(A)	CONSTRUCT CURB RAMP PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS. REFERENCE CITY OF OMAHA STANDARD PLATE 500-82.
(B)	INSTALL ADA PARKING STALL AND ASSOCIATED STRIPING AND SIGNAGE PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS.
(C)	PROPOSED ADA ACCESSIBLE ROUTE PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS.
(D)	INSTALL 4-INCH WHITE PAVEMENT STRIPING. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
(E)	INSTALL 4-INCH WHITE PAVEMENT STRIPING AT 45°, 2-FEET O.C. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
(F)	CONSTRUCT 4-INCH THICK P.C.C. SIDEWALK. REFERENCE CITY OF OMAHA STANDARD PLATE 503-01.
(G)	CONSTRUCT 6-INCH THICK STANDARD DUTY P.C. CONCRETE PAVEMENT.
(H)	CONSTRUCT 8-INCH DRIVE ENTRANCE APRON HEAVY DUTY P.C. CONCRETE PAVEMENT.
(I)	CONSTRUCT TYPE 'A' INTEGRAL CURB AND GUTTER PER CITY OF OMAHA STANDARD PLATE 500-01.
(J)	TRASH ENCLOSURE. REFERENCE ARCHITECTURAL PLANS. CONSTRUCT HEAVY DUTY PAVEMENT APRON AS SHOWN ON PLAN.
(K)	INSTALL STOP SIGN PER MUTCD STANDARDS AND PER CITY OF OMAHA STANDARD PLATES 906-03 AND 906-04. REFERENCE DETAIL SHEET.
(L)	STRUCTURAL STOOP AND DOOR. REFERENCE ARCHITECTURAL PLANS FOR EXACT LOCATION, SIZE, AND SLOPE.
(M)	INSTALL 24-INCH WHITE CROSSWALK PAVEMENT STRIPING. REFERENCE DETAIL SHEET. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
(N)	CONSTRUCT RETAINING WALL WITH RAILING WHERE REQUIRED PER CODE. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL PROVIDE ALL NECESSARY RETAINING WALL DESIGNS WHICH SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER. CONTRACTOR SHALL COORDINATE WITH OWNER AND ARCHITECT FOR APPROVAL OF FINAL WALL MATERIAL TYPE, STYLE AND COLOR PRIOR TO CONSTRUCTION. ALL FINAL WALL DESIGNS, PLANS AND MATERIAL INFORMATION SHALL BE SUBMITTED TO THE PROJECT ENGINEER FOR DOCUMENTATION PURPOSES ONLY. FINAL DESIGN TO BE PROVIDED ON PERMIT PLANS.
(O)	INSTALL PRECAST CONCRETE WHEEL STOP. REFERENCE DETAIL SHEET.
(P)	CONSTRUCT STEPS WITH RAILING. REFERENCE ARCHITECTURAL PLANS.
(Q)	PROPOSED DEVELOPMENT MONUMENT SIGN.
(R)	STAMPED DECORATIVE PAVEMENT. ARCHITECT TO COORDINATE WITH OWNER FOR FINAL DESIGN.
(S)	LIGHT POLE AND BASE. REFERENCE SITE LIGHTING PLAN.

NOTE:
 - ALL DIMENSIONS SHOWN ARE BACK OF CURB
 - ALL RADII ARE 3' UNLESS OTHERWISE NOTED
 - TYPICAL PARKING STALLS ARE 9'X18' UNLESS OTHERWISE NOTED

SITE INFORMATION TABLE	
LEGAL DESCRIPTION:	SOUTHPORT EAST REPLAT 15 LOTS 1, 2, 3 SE 1/4 SEC 18 T4N 14N R12
EXISTING ZONING:	C-3/GATEWAY CORRIDOR DISTRICT
PROPOSED ZONING:	C-3/PUD/GATEWAY CORRIDOR DISTRICT
SETBACKS:	
FRONT YARD:	25'-0"
FRONT YARD: (PARKING PRESENT IN FRONT YARD)	50'-0"
SIDE YARD:	15'-0"
REAR YARD:	15'-0"
BUILDING COVERAGE:	15%
IMPERVIOUS COVERAGE:	62%
BUILDING HEIGHT:	70'-0" MAX
PARKING REQUIREMENTS:	
REQUIRED:	119 STALLS (1 PER RENTAL UNIT; 119 UNITS; 5 STORIES; REQUIRES 119 STALLS)
PROVIDED:	ON-SITE PARKING: 151 STALLS (10.7 CARS PER 1,000 SF)
ACCESSIBLE PARKING:	
REQUIRED:	6 (INCLUDING 1 VAN ACCESSIBLE STALL)
PROVIDED:	6 (INCLUDING 1 VAN ACCESSIBLE STALL)



Engineering - Nebraska COA #CA-0638
 211 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL: 402.341.1116
 www.olsson.com

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

2023

SITE PLAN(CUP)
 LOT 1 CUP SUBMITTAL

SOUTHPORT EAST
 PORT GRACE BLVD & S. 123RD PLAZA

LA VISTA, NE

SHEET
 C3.0

Drawn by: _____ KS
 Checked by: _____ BR
 Approved by: _____ BE
 QA/QC by: _____ EW
 Project no.: 02300212
 Drawing no.: _____
 Date: 06/13/23

SCALE IN FEET

Exhibit “C”

DRAFT



① REAR ELEVATION
1/8" = 1'-0"

EIFS-1 MID-FACADE	2,027 SF	29%
EIFS-2 MID-FACADE	1,185 SF	14%
BRICK MID-FACADE	983 SF	11%
STONE MID-FACADE	619 SF	7%
WINDOWS MID-FACADE	3,500 SF	39%
TOTAL	8,914 SF	100%



② FRONT ELEVATION
1/8" = 1'-0"

EIFS-1 MID-FACADE	1,887 SF	21%
EIFS-2 MID-FACADE	1,513 SF	17%
BRICK MID-FACADE	1,974 SF	22%
STONE MID-FACADE	616 SF	7%
WINDOWS MID-FACADE	3,061 SF	33%
TOTAL	9,051 SF	100%



**HOLIDAY INN EXPRESS
FORMULA BLUE 2.1
LA VISTA, NE**

TOTAL BUILDING - FACADES COMBINED
(2ND FLOOR LEVEL TO CORNICE)

EIFS-1 MID-FACADE	5,847 SF	24%
EIFS-2 MID-FACADE	4,618 SF	19%
STONE MID-FACADE	2,783 SF	11%
BRICK MID-FACADE	4,334 SF	18%
WINDOWS MID-FACADE	6,849 SF	28%
TOTAL	24,411 SF	100%

MATERIAL LEGEND

	EIFS - 1		EIFS - 2
	STONE		BRICK



① LEFT ELEVATION
1/8" = 1'-0"

EIFS-1 MID-FACADE	1,430 SF	45%
EIFS-2 MID-FACADE	0 SF	0%
BRICK MID-FACADE	758 SF	24%
STONE MID-FACADE	843 SF	26%
WINDOWS MID-FACADE	144 SF	5%
TOTAL	3,175 SF	100%



② RIGHT ELEVATION
1/8" = 1'-0"

EIFS-1 MID-FACADE	0 SF	0%
EIFS-2 MID-FACADE	1,920 SF	59%
BRICK MID-FACADE	522 SF	16%
STONE MID-FACADE	685 SF	21%
WINDOWS MID-FACADE	144 SF	4%
TOTAL	3,271 SF	100%

**HOLIDAY INN EXPRESS
FORMULA BLUE 2.1
LA VISTA, NE**

TOTAL BUILDING - FACADES COMBINED
(2ND FLOOR LEVEL TO CORNICE)

EIFS-1 MID-FACADE	5,847 SF	24%
EIFS-2 MID-FACADE	4,618 SF	19%
STONE MID-FACADE	2,783 SF	11%
BRICK MID-FACADE	4,334 SF	18%
WINDOWS MID-FACADE	6,849 SF	28%
TOTAL	24,411 SF	100%

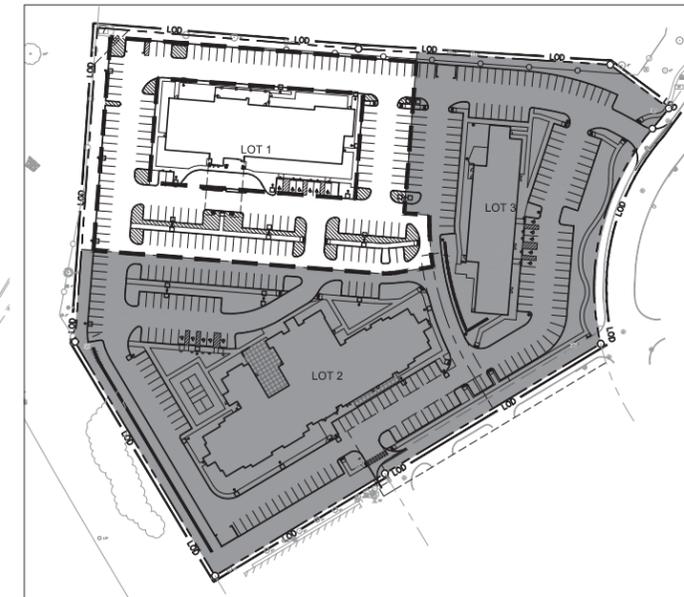
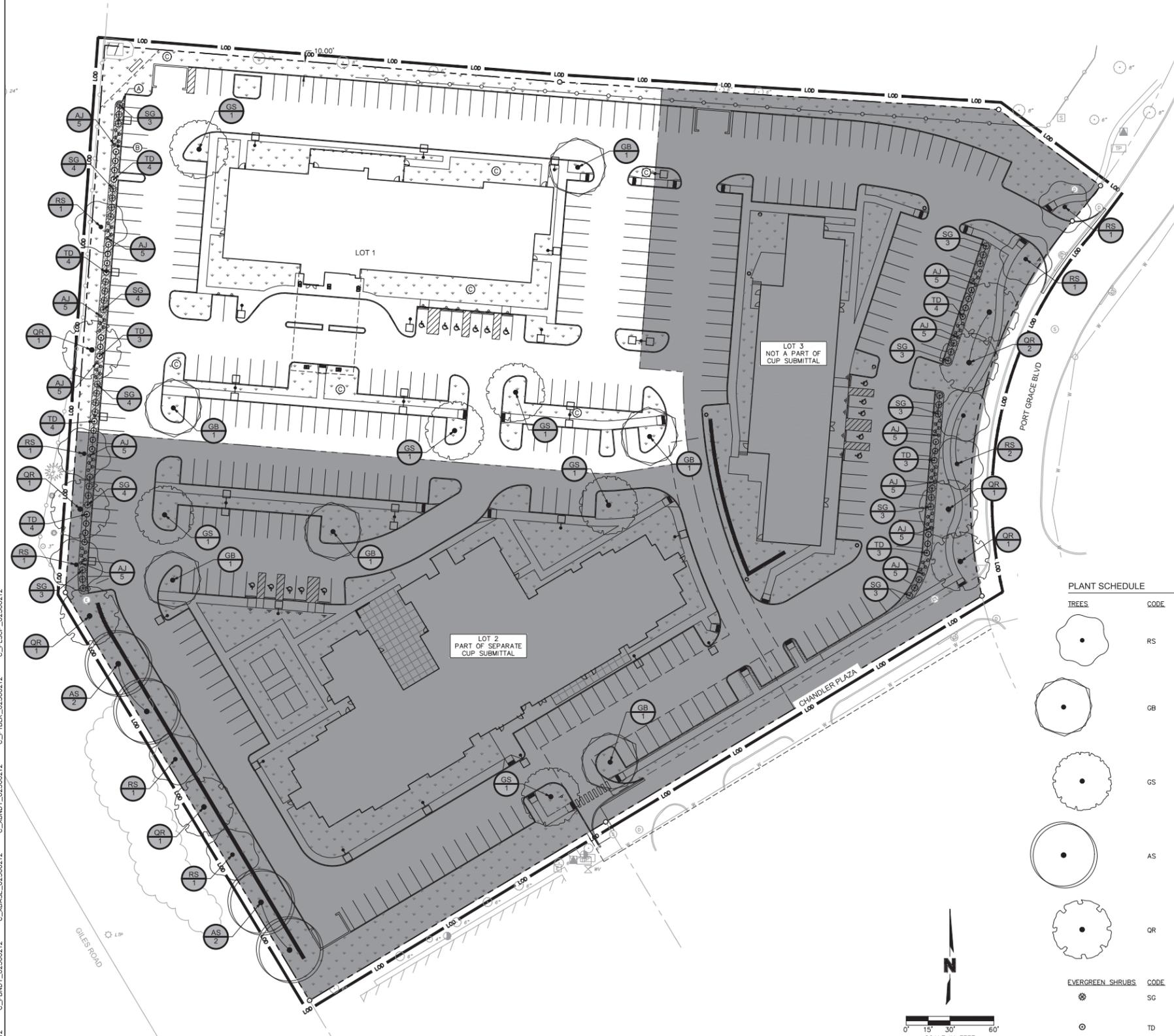
MATERIAL LEGEND

 EIFS - 1	 EIFS - 2
 STONE	 BRICK

Exhibit “D”

LANDSCAPE PLAN

PARKING LOT LANDSCAPE AREA



AREA CALCULATIONS/PARKING STATISTICS

	LOT 1
PARKING LOT AREA	68,938
PARKING LOT LANDSCAPE	6,300
LINEAR STREET FRONTAGE	9.14%
TREES REQUIRED (1 / 40 LF)	6.6
TREES PROVIDED	7*

*5 EXISTING TREES TO COUNT TOWARDS TREE REQUIREMENTS

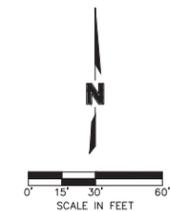
PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	GAL/HT	CONTAINER	PLNT. HT.	M. HT.	M. SPR.
	RS	9	ACER RUBRUM 'FRANKSRED' RED SUNSET MAPLE	3" CAL	B&B	6'	50'	35'
	GB	6	GINKGO BILOBA GINKGO BILOBA	3" CAL	B&B	6'	50'	40'
	GS	6	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' SHADEMASTER HONEY LOCUST	3" CAL	B&B	6'	50'	60'
	AS	4	PLATANUS OCCIDENTALIS AMERICAN SYCAMORE	3" CAL	B&B	6'	60'	60'
	QR	8	QUERCUS RUBRA RED OAK	3" CAL	B&B	6'	60'	50'
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	M.H.T.	M.SPR.	PLNT.H.T.	
	SG	37	JUNIPERUS X PFITZERIANA 'SEA GREEN' SEA GREEN JUNIPER	5 GAL.	4'	6'	2'	
	TD	29	TAXUS X MEDIA 'DENSIFORMIS' DENSE ANGL0-JAPANESE YEW	3 GAL.	4'	4'	2'	
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	M.H.T.	M.SPR.	PLNT.H.T.	
	AJ	60	SEDUM AUTUMN JOY 'HERBSTFREUDE' AUTUMN JOY SEDUM	1 GAL.	2'	2'	12"	
INERTS	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	M.H.T.			
	MS	2,604 SF	SHREDDED HARD WOOD MULCH WOOD MULCH	---				
	B	2,429 SF	TURF SEED DROUGHT TOLERANT FESCUE BLEND	SEED				
	C							

LANDSCAPE KEY NOTES

	A	CULTIVATED LANDSCAPE EDGING
	B	HARDWOOD MULCH
	C	INSTALL TURF-TYPE FESCUE SOD - TURF IRRIGATION*

*ALL TURF AND LANDSCAPE AREAS TO BE IRRIGATED



DWG: F:\2023\00001-00590\023-00212\40-Design\AutoCAD\Pre\linary Plans\Sheets\ONCV\023-00212-CUP-02300212.dwg
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Engineering - Nebraska COA #CA-0638
 2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL: 402.341.1116
 www.olsson.com

REVISIONS

REV. NO.	DATE	REVISION DESCRIPTION

LANDSCAPE PLAN
 LOT 1 CUP SUBMITTAL
 SOUTHPORT EAST
 PORT GRACE BLVD & S. 123RD PLAZA
 LA VISTA, NE

2023

Drawn by: _____
 Checked by: _____
 Approved by: _____
 QA/QC by: _____
 Project no.: 02300212
 Drawing no.: 061323
 Date: _____

SHEET
 L1.0

Exhibit “E”

UPDATED SOUTHPORT EAST LIGHT FIXTURE CUT SHEETS

Revised due to change in manufacturer and
revision to arm fitter for improved durability.

Revised October 2021





EML25 Munich Pendant Eurotique Family



Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

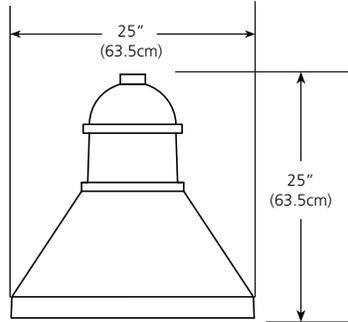
Introduction

The Munich is a European-styled pendant luminaire suitable for use with a variety of Eurotique decorative arms and poles.

Intended for use in pedestrian areas such as retail environments, public parks, city centers and commercial areas or other spaces with decorative requirements and a contemporary theme.

Specifications

EPA:	1.86 ft ²
Height:	25"
Diameter:	25"
Weight:	60 lbs



Ordering Information

EXAMPLE: EML25 ST 63LED 350MA 4K GCF 120 R3 DDBXD

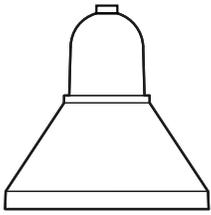
EML25	Series	Base	Performance Package	Color Temperature	Lens Option	Voltage	Distribution	Finish
EML25		ST Smooth	49LED 350MA 5,000 lumens	3K 3000K	GCF Glass clear flat	MVOLT	R2 Type 2	DDBXD Super durable dark bronze
		RT Ringed	49LED 525MA 6,700 lumens	4K 4000K	GCSG Glass clear sag	120	R3 Type 3	DBLXD Super durable black
		FLT Fluted	63LED 350MA 6,000 lumens	5K 5000K		208	R4 Type 4	DNAXD Super durable natural aluminum
			63LED 525MA 8,200 lumens			240	R5 Type 5	DWHXD Super durable white
					277		ANBK Antique black	
					347		ANDB Antique dark bronze	
					480		ANDG Antique dark green	
							ANVG Antique verde green	
							DSPA	

Per Design Engineer of Record requirements for design

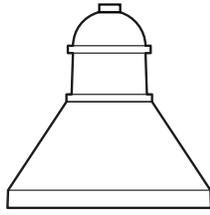
Use this base part #

EML25 FLT P40HO 4K GCF MVOLT Rx QSM DSPA MEZxxx/ BHC QSM FITTER DSPA

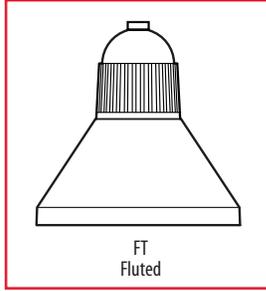
Base



ST
Smooth



RT
Ringed



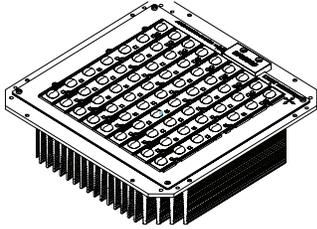
FT
Fluted

Select Your Options From

Base	Description
ST	Smooth Base
RT	Ringed Base
FT	Fluted Base

Notes:
Must select ST, RT, or FT style.

Performance Package



63 LED Light Engine Module

Select Your Choice From

Performance Package	Description
49LED 350MA	49 chips, 350 mA
49LED 525MA	49 chips, 525 mA
63LED 350MA	63 chips, 350 mA
63LED 525MA	63 chips, 525 mA

Performance Package	Watts	Distribution	3000K CCT (opt)		3000K CCT (opt)		3000K CCT (opt)	
			Lumens	Efficacy	Lumens	Efficacy	Lumens	Efficacy
49LED 350mA	59	R2	4,495	76	4,994	85	4,994	85
		R3	4,780	81	5,311	90	5,311	90
		R4	4,669	79	5,188	88	5,188	88
		R5	4,955	84	5,506	93	5,506	93
49LED 525mA	87	R2	6,030	69	6,700	77	6,700	77
		R3	6,412	74	7,125	82	7,125	82
		R4	6,264	72	6,960	80	6,960	80
		R5	6,648	76	7,387	85	7,387	85
63LED 350mA	74	R2	5,434	73	6,038	82	6,038	82
		R3	5,779	78	6,421	87	6,421	87
		R4	5,645	76	6,272	85	6,272	85
		R5	5,991	81	6,657	90	6,657	90
63LED 525mA	110	R2	7,322	67	8,135	74	8,135	74
		R3	7,786	71	8,651	79	8,651	79
		R4	7,605	69	8,450	77	8,450	77
		R5	8,072	73	8,969	82	8,969	82

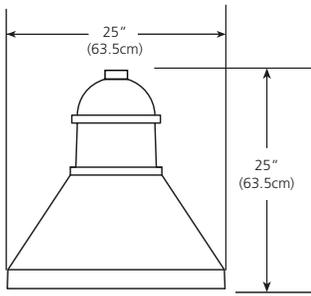
Data is considered accurate as of the revision date, shown in the highest operating temperature available.
Antique Street Lamps reserves the right to modify specifications without notice.

Color Temp

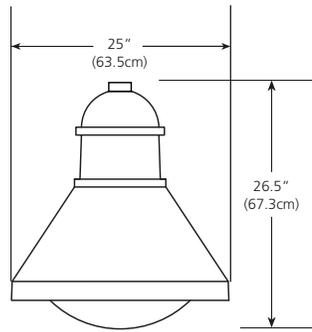
Select Your Options From

Color Temp	CCT
3K	3000K
4K	4000K
5K	5000K

Lens Option



GCF
Glass, Clear Flat



GCSG
Glass, Clear Sag

Select Your Options From

Lens	Description
GCF	Glass, Clear Flat (Standard)
GCSG	Glass, Clear Sag



Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

Notes:
Nighttime Friendly™ distributions available with GCF lens only.

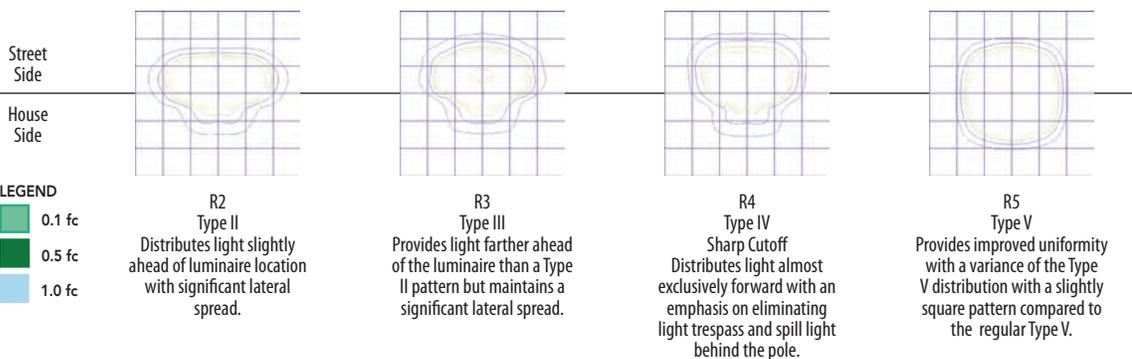
Voltage

MVOLT driver operates on any line voltage from 120 - 277V (50/60Hz)

Select Your Options From

Voltage	Description
MVOLT	MVOLT
120	120V
208	208V
240	240V
277	277V
347	347V
480	480V

Distribution



Select Your Options From

Distribution	Description
R2	Type II
R3	Type III
R4	Type IV
R5	Type V

Finish

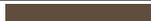
The luminaire has a powder coat finish utilizing a premium TGIC polyester powder. The finish is a three-stage process which consists of drying, powder application and curing. Before coating, the parts are treated with a five-stage pretreatment process, consisting of a heated alkaline cleaner, rinse, phosphate coating, rinse and sealant.

For a complete listing of colors, visit:
www.acuitybrandslighting.com/architecturalcolors

Notes:

- Consult factory for RAL colors or custom color matching.

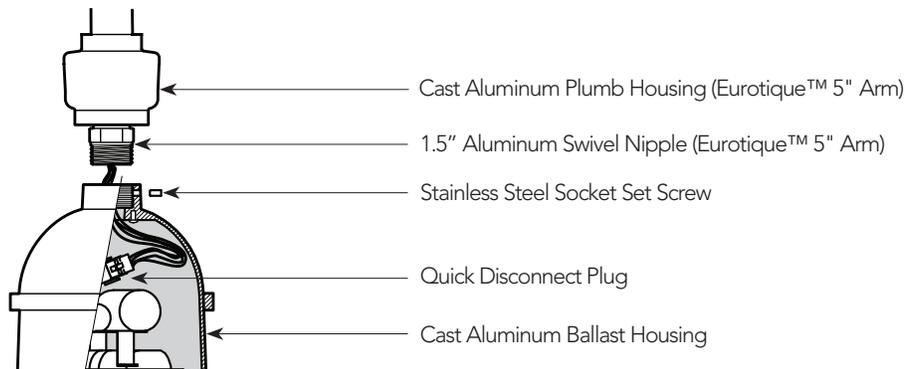
Select Your Options From

Finish	Description	Swatch
DDBXD	Super durable dark bronze	
DBLXD	Super durable black	
DNAXD	Super durable natural aluminum	
DWHXD	Super durable white	
ANBK	Antique black	
ANDB	Antique dark bronze	
ANDG	Antique dark green	
ANVG	Antique verde green	
DSPA	Traffic Grey	

Data is considered accurate as of the revision date shown.
 Antique Street Lamps reserves the right to modify specifications without notice.

Installation

The luminaire is installed with a 1.5" female NPT at the top for mounting to the Eurotique 5" diameter arms. The luminaire shall be gasketed and mounted on an aluminum ring which is hinged to the skirt and furnished with a captive screw for easy relamping. The driver assembly shall be furnished with a quick disconnect plug and mount on a removeable driver plate.



FEATURES & SPECIFICATIONS

INTENDED USE

This European-styled pendant or wall mount decorative luminaire is perfect for area lighting in retail, city-center, pedestrian areas or any other space with decorative requirements with a contemporary theme.

CONSTRUCTION

This luminaire consists of a driver housing with an attached skirt to shield the source from view while allowing the widest distribution. The light source is protected by your choice of a flat or sag-glass lens and assembled with stainless steel hardware. Driver and light engine assembly mount on a removeable assembly plate and are furnished with quick-disconnect plugs for ease of installation and maintenance.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling.

OPTICS

Precision acrylic refractive optics for optimum light distribution through the flat or sag glass lens. Light engines are available in 3000K, 4000K or 5000K with a color rendering index (CRI) of 70 and is shielded by the skirt which blocks the view of the source from high angles.

ELECTRICAL

Light engine consists of either 49 or 63 high-efficiency LEDs mounted to a metal core circuit board and aluminum heat sink ensuring optimal thermal management and long life. Class 1 electronic driver is designed to have a power factor > 90%, THD < 20% and an expected life of 100,000 hours.

INSTALLATION

Mounts via a 1-1/2" NPT threaded swivel nipple to the Urban 4" or 5" diameter arms (specify PNJP6 option when ordering 4" arm) see arm specification sheets for details on mounting options.

LISTINGS

CSA certified to U.S. and Canadian standards and labeled as suitable for wet locations.

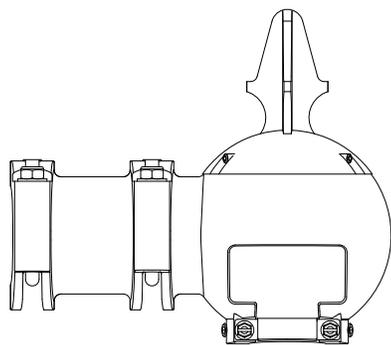
WARRANTY

5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25C. Specifications subject to change without notice.

BHDF SERIES BOSTON HARBOUR STYLE

Decorative Arm Fitter



Specifications

General Description

The Boston Harbour style decorative arm fitter is designed to replicate the look of period cast arm mounts.

Materials

The fitter body, top cover, and door assembly shall be heavy wall cast aluminum. All mounting and locking hardware shall be stainless steel.

Function

The fitter is designed to be used on 2" horizontal arms with pendant luminaires having either a quick stem mount (QSM) or a 1.5NPT (NPT) as the selected mounting method.

Mounting Options

- QSM: The quick stem mount significantly simplify installation, ensures that the luminaire is hanging properly and does not require pipe dope. The swivel action on the stem allows for +/- 4 degree adjustment from vertical. The contoured door (with integral lanyard) is removed to allow the stem to engage inside the fitter. The door is replaced to the capture the luminaire stem.
- NPT15S or NPT15R: The 1.5NPT requires pipe dope. There are two NPT mounting options, the swivel (NPT15S) and the rigid (NPT15R)

Installation

The fitter is provided with (2) U-bolts, washers and nuts and (2) leveling set screws that lock the fitter to a nominal 2" horizontal arm and allow a +/- 5 degree adjustment from horizontal to the fitter. (3) set screws lock either the QSM stem or NPT15S threaded male connector in place. The cast top cover can be removed to allow access to the inside of the fitter to facilitate wire connections. (3) set screws lock the cover to the fitter.

Finish

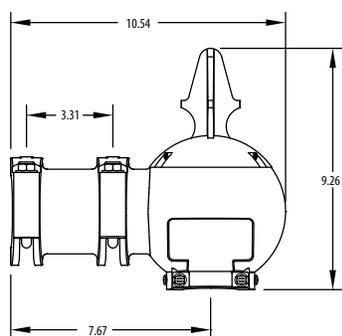
- Utilize a polyester powder coat paint to ensure maximum durability.
- Rigorous multi-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117) on standard and RAL finish options.
- RAL (RALxxxxSDCR) paint colors are Super Durable Corrosion Resistant, 80% gloss.

Warranty

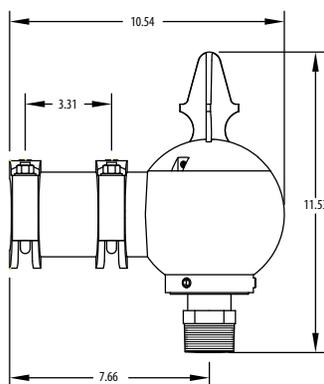
2-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

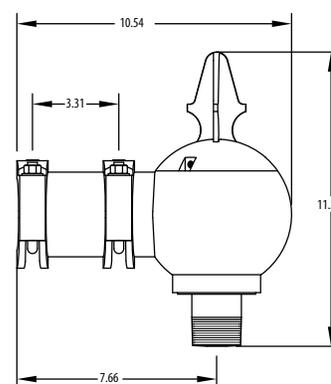
DIMENSIONAL DATA



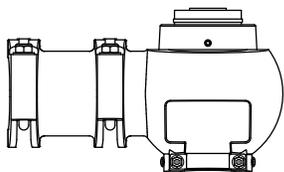
QSM Mounting



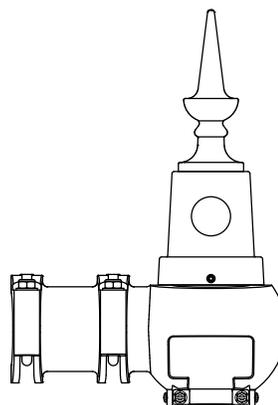
NPT15S Mounting



NPT15R Mounting



QSM Mounting with PR3E or PR7E option



TPRCSXX Accessory

BHDF SERIES BOSTON HARBOUR STYLE

Decorative Arm Fitter



ORDERING INFORMATION

Example: BHDF QSM BK PR7E PCLL

Series		Size		Finish		Options
BHDF	Harbor Decorative Arm Fitter	NPT15S	Pendant 1.50 NPT Swivel	BK	Black	PR3E External Mounted NEMA Twist Lock Photocontrol Receptacle - 3 PIN
		NPT15R	Pendant 1.50 NPT Rigid	BZ	Bronze	PR7E External Mounted NEMA Twist Lock Dimming Photocontrol Receptacle - 7 PIN
		QSM	Quick Stem Mount	DB	Dark Blue	SH Shorting cap
				GH	Graphite	PCLL Long Life DTL Twistlock Photocontrol for Solid State, MVOLT
				GN	Green	P34 Long Life DTL Twistlock Photocontrol for Solid State, 347V
				GR	Gray	P48 Long Life DTL Twistlock Photocontrol for Solid State, 480V
				PP	Prime Painted	
				SL	Silver	
				WH	White	
				CMC	Customer matching color	
				CTBS	Standard color to be selected	
				RALxxxxSDCR	RAL Super Durable Corrosion Resistant, 80% Gloss Paint, replace xxxx with RAL number.	

Accessories	
TPRCSXX	Twistlock Photocontrol Cover Assembly with Spike Finial
<p>Note: Cover will only work with PR3E or PR73 with Acuity's PCLL, P34, P48, SH or other like devices equal in dimension.</p>	

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 1, 2023 AGENDA**

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT – LOT 2 SOUTHPORT EAST REPLAT FIFTEEN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled for Council to consider an application for a Conditional Use Permit to locate and operate a hotel (Residence Inn) on the proposed Lot 2, Southport East Replat Fifteen, generally located northwest of Southport Parkway and Port Grace Blvd.

FISCAL IMPACT

None.

RECOMMENDATION

Approval of the Conditional Use Permit for Residence Inn, conditional on completion of the design review approval process prior to the issuance of a building permit.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by REV Development for a Conditional Use Permit, to locate and operate a Residence Inn on the proposed Lot 2, Southport East Replat Fifteen. The property is zoned C-3 Highway Commercial/Office Park District with the Gateway Corridor Overlay District. The applicant proposes to build a five-story, 112-room hotel.

The property lies within the Southport East development and is subject to the building design review process. Design review must be completed for each development on this property prior to the issuance of a building permit.

A detailed staff report is attached.

The Planning Commission met on July 6, 2023 and voted 8-0 to recommend approval of the Conditional Use Permit for a hotel on parts of Lots 5 and 6 Southport East, to be replatted as Lot 2 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Conditional Use Permit request is consistent with the Comprehensive Plan and the Zoning Ordinance.

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 REV DEVELOPMENT, LLC TO ALLOW FOR A HOTEL, SPECIFICALLY RESIDENCE INN, ON LOT 2, SOUTHPORT EAST REPLAT FIFTEEN.

WHEREAS, REV Development, LLC has applied for a Conditional Use Permit for to allow for the construction and operation of a hotel, specifically Residence Inn, on Lot 2, Southport East Replat Fifteen, located northwest of the intersection of Port Grace Blvd and Southport Parkway; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit for such purposes, subject to the following conditions:

1. Approval of Southport West Replat Fifteen.
2. Satisfactory completion of design review process and update of Conditional Use Permit exhibits, prior to recording of the Conditional Use Permit and submittal for a building permit.

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 REV Development, LLC to allow for a hotel, specifically Residence Inn, on Lot 2, Southport East Replat Fifteen.

PASSED AND APPROVED THIS 1ST DAY OF AUGUST 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: PCUP23-0006;

FOR HEARING OF: AUGUST 1, 2023
REPORT PREPARED ON: JULY 10, 2023

I. GENERAL INFORMATION

A. APPLICANT:

REV Development
1000 O Street, Suite 102
Lincoln, NE 68508

B. PROPERTY OWNER:

PayPal Inc
12312 Port Grace Blvd
La Vista, NE 68128

C. LOCATION: Northwest of the intersection of Port Grace Blvd and Southport Parkway.

D. LEGAL DESCRIPTION: Parts of Lots 5 and 6 Southport East (Proposed Lot 2 Southport East Replat 15)

E. REQUESTED ACTION(S): Conditional Use Permit (CUP) to allow for the development of a 112-room hotel (proposed as a Residence Inn).

F. EXISTING ZONING AND LAND USE: C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District); the property is currently vacant.

G. PURPOSE OF REQUEST: Authorize a Conditional Use Permit (CUP) to allow for the development of a hotel (proposed as a Residence Inn).

H. SIZE OF SITE: Approximately 2.79 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property is currently vacant with a gradual downward slope to the northeast.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Commercial	C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District);	Kiewit Corporation
East	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	Securities America
South	Commercial	C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District);	My Place Hotel and Casey's
West	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	La Vista Conference Center

C. RELEVANT CASE HISTORY:

1. The original plat for Southport East was approved in April 2001.

D. APPLICABLE REGULATIONS:

1. Section 5.12 of the Zoning Regulations – C-3 Highway Commercial / Office Park District.
2. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District).
3. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District).
4. Section 6 of the Zoning Regulations – Conditional Use Permits (CUP)

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan designates the area for commercial uses.
2. The proposed project will meet Policy Work 1-3 of the La Vista Comprehensive Plan which reads: "Continue to market the City's existing business clusters, convention centers, hotels, and retail at Southport as well as quality of life factors that attract similar businesses."

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Access to the property will be provided through a full access off of Port Grace Blvd as well as full access connection from S. 123rd Plaza, through an easement through the proposed Lot 1 Southport East Replat 15.
2. Applicant has provided a traffic impact memo as part of the PUD Site Plan review process. The study, dated June 5, 2023, finds that the site is expected to generate 2,348 daily trips, 115 AM peak hour trips, and 180 PM peak hour trips. The 2050 site capacity analysis finds that the individual movements related to this development will operate with a Level-Of-Service of C or better. No roadway improvements are recommended through this analysis.
3. A draft traffic impact memo is currently under review by the City's third-party consulting firm. Any proposed changes will be provided to the applicant to make adjustments and resubmit prior to the review of the development by City Council. The traffic impact memo is attached to this report.

D. UTILITIES:

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

E. PARKING REQUIREMENTS:

1. Parking requirements for Lot 2 of the development are one stall per rental unit for the hotel proposed to be developed on this lot. Based on the total number of rental units depicted within the CUP Site Plan, a total of 112 stalls would be required based on the number of rental units projected. The CUP Site Plan depicts a total of 125 parking stalls within the subject lot.

2. The applicant has requested an allowance for a reduction in the front yard setback requirement for the C-3 Highway Commercial / Office Park District from 25 feet (50 feet with parking in the front yard) to 13 feet along the easement road between the subject property and the My Place Hotel property (Lot 1 Southport East Replat Fourteen). As it 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. Overall, the site depicts a total of 391 parking stalls, well above the 276 stalls required. Parking within this PUD should be shared within Lots 1-3 to limit any possible off-site parking issues.

F. LANDSCAPING:

1. The landscaping for any developments on this site will need to comply with the requirements of the Zoning Ordinance and of the Southport East Design Guidelines. The design review process for the CUP Site Plan map set needs to be substantially complete prior to City Council review.

IV. REVIEW COMMENTS:

- A. The design of the buildings and the overall site will be reviewed through the City's Architectural Design Review process, and must be substantially complete prior to issuance of any building permits.
- B. Applicant has been made aware that developments on this property will require FAA approval prior to the issuance of a building permit due to proximity of the Millard Airport.
- C. The development will be required to meet the requirements for a Post Construction Storm Water Management Plan as per City regulations.
- D. All necessary easements will need to be finalized and recorded prior to the issuance of building permits.

V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:

Approval of the Conditional Use Permit for a hotel on parts of Lots 5 and 6 Southport East, to be replatted as Lot 2 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Conditional Use Permit request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:

The Planning Commission met on July 6, 2023 and voted 8-0 to recommend approval of the Conditional Use Permit for a hotel on parts of Lots 5 and 6 Southport East, to be replatted as Lot 2 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Conditional Use Permit request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

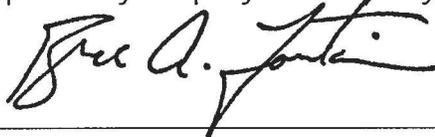
- A. Vicinity Map
- B. Review Letters
- C. Draft Conditional Use Permit

VIII. COPIES OF REPORT SENT TO:

- A. Justin Hernandez, REV Development
- B. Brian Emmerich, Olsson
- C. Public Upon Request



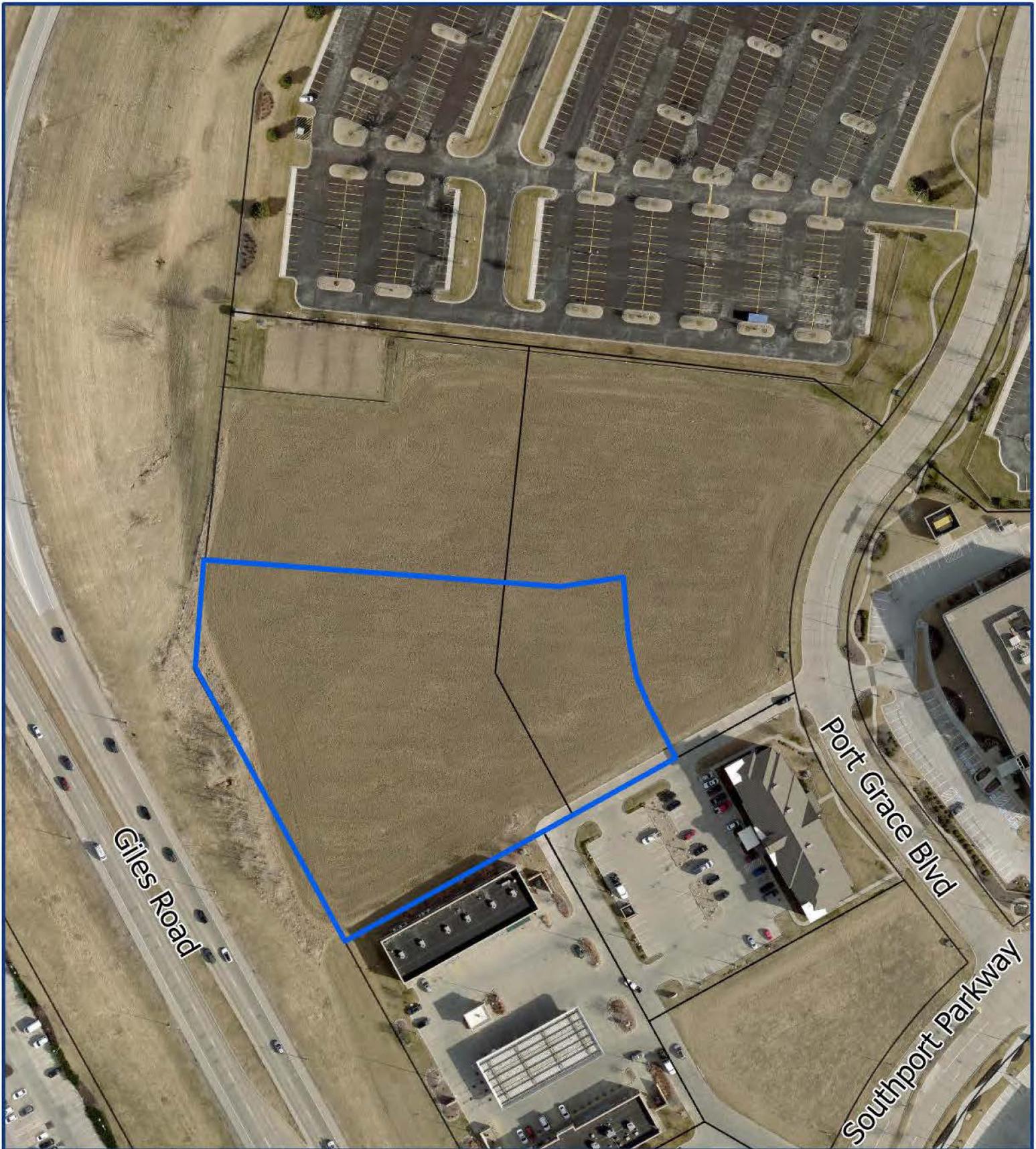
Prepared by: Deputy Community Development Director



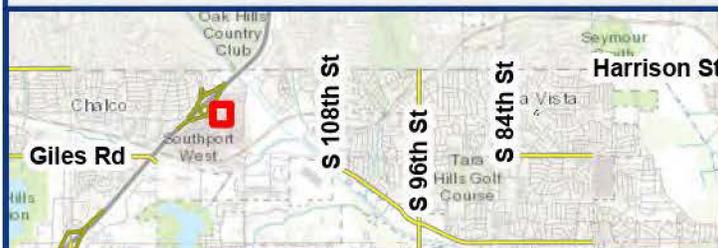
7/21/23

Community Development Director

Date



Vicinity Map - Residence Inn Hotel CUP



Legend

 CUP Boundary





June 7, 2023

Brian Emmerich
Olsson Associates
2111 N 67th Street, Suite 200
Omaha, NE 68106

RE: REV Development – PUD, CUP & Replat Applications – Initial Review Letter
Lots 5-6 Southport East

Mr. Emmerich,

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 3.03.03.10 – Please confirm the intent is to reduce and/or eliminate a portion of the 123rd Plaza Easement.
2. Subdivision Regulations Section 3.03.12 – Please label the book and page number of existing easements, including private easements, on the plan.
3. Subdivision Regulations Section 3.03.16 – Confirm if all three (3) lots are to be graded simultaneously. Over lot grading of all three lots will result in a disturbance greater than five (5) acres and may require additional grading BMPs.

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

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

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

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

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

4. Subdivision Regulations Section 3.03.19 – Please provide a Traffic Impact Analysis memo which confirms that the background increase travel demand is consistent with the updated traffic study for the Nebraska Multi Sport Complex dated February 2022, and that there are no operational concerns with the intersections of 123rd Plaza and Port Grace Plaza, or 123rd Plaza and Southport Plaza.
5. Subdivision Regulations Section 3.05.20.2 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
6. Subdivision Regulations Sections 3.05.04 & 3.05.19 – Surveyor's Certification needs to be updated to language consistent with the updated State Surveyor regulations.
7. Replat Submittal Sheet 2.0 – Confirm parallel and typical parking stall configurations are consistent with Article 7 of the Zoning Ordinance.
8. Replat Submittal Sheet 2.0 – Sidewalk easements will be required along Port Grace Boulevard for portions of the public sidewalk.

Planned Unit Development Application

9. Zoning Ordinance Section 5.15.03 – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District
10. Zoning Ordinance Section 5.15.04.01 – Please submit an anticipated schedule of construction, inclusive of a timeline according to the phasing exhibit as submitted.
11. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 – Please submit a Traffic Impact Analysis memo as noted in comment #4 above.
12. Zoning Ordinance Section 5.15.04.05 – Please see the attached email correspondence with the Papillion Fire Marshall's Office regarding changes to the development entrance locations in relation to Fire Codes.

13. 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. An ADA-compliant route for Lot 1 that considers the probable delay in the development of Lot 3 (Phase 2) should be included.
14. Zoning Ordinance Section 5.15.04.07 – Please provide the setback distances for the proposed monument sign in the northwest corner of the property. If there is an intent to provide multi-tenant signage in relation to the proposed strip-commercial use, please depict this as well. Also please note the constraints for signage as noted in Sections 7.01-7.04 of the Zoning Ordinance. Are any additional monument signs contemplated for any of the proposed uses?
15. Zoning Ordinance Section 5.15.04.08 – Please review the parking statistics table on the PUD site plan and correct as necessary. The Lot 3 parking statistics appear to be based on a hotel development on that lot.
16. Zoning Ordinance Section 5.15.04.13 – If common spaces are anticipated, including shared access drives, provisions for the proper maintenance and ownership shall be included in the submittal.
17. 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 correct the setback along S 123rd Plaza accordingly.
18. Zoning Ordinance Section 5.15.05.02.2 – Please provide the height of the proposed structures.
19. Review and permitting from the FAA will likely be required due to the proximity of the development to the Millard Airport. This approval will be required prior to building permit issuance.
20. Zoning Ordinance 5.15.05.02.11 – Please depict details on the site plan for existing development on adjacent properties within 200 feet.

21. Zoning Ordinance Section 5.15.05.06 – Please include a vicinity map showing the general arrangement of streets within an area of one thousand (1,000) feet from the boundaries of the proposed planned unit development.
22. Zoning Ordinance Section 5.15.05.09 – Please submit copies of any restrictive covenants that are to be recorded with respect to the property included in the planned development district.

Holiday Inn CUP

23. Zoning Ordinance Section 6.05.04 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
24. Zoning Ordinance Section 6.05.04 – The parking stall count listed in the Operating Statement does not coincide with the parking stall count listed on the CUP Site Plan. Additionally, the CUP Site Plan includes parking statistics for the adjoining lot. Please include only the parking statistics for the subject property of the CUP.
25. General Comment – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District

Residence Inn CUP

26. Zoning Ordinance Section 6.05.04 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
27. Zoning Ordinance Section 6.05.04 – The parking stall count listed in the Operating Statement does not coincide with the parking stall count listed on the CUP Site Plan. Additionally, the CUP Site Plan includes parking statistics

for the adjoining lot. Please include only the parking statistics for the subject property of the CUP.

28. General Comment – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District

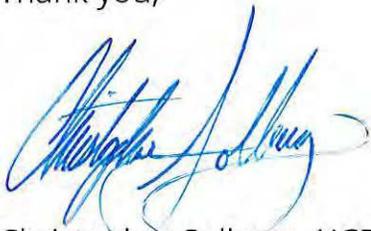
General Development Comments

29. Design Review – 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 Southport East Design Guidelines prior to building permit approval. The full design review process will be conducted outside of the PUD and CUP approval processes, with the exception of the review of the preliminary landscaping plan. Please see the attached comments from the City's third-party Design Review Architect regarding the landscaping plan.
30. Please add parking lot light pole locations to the landscaping plans of the PUD/CUP plan sets in order to ensure there are no conflicts with the planting plan as presented.
31. Landscaping plans were submitted in relation to each of the proposed hotels, but not for the development as a whole. Please submit a Preliminary PUD Landscaping Plan for the entirety of the development that conforms to Section 7.17 of the Zoning Ordinance and the Southport East Design Guidelines.
32. Although the design review process will be conducted outside of the PUD/CUP process, colored versions of the draft elevations are included as exhibits within the CUP. Please include colored versions of the draft elevations with your next submittal.
33. A draft of the Conditional Use Permit for each of the proposed hotels 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:

Justin Hernandez, REV Development
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
Garrett Delgado, Engineer Assistant – City of La Vista

Christopher Solberg

From: Steve Thornburg <sthornburg@papillion.org>
Sent: Wednesday, June 7, 2023 10:36 AM
To: Christopher Solberg
Subject: RE: [EXT] RE: [EXT] REV Development

Correct, they would lose the parking spaces, that is all.

Steve Thornburg

City of Papillion | Fire Marshal

10727 Chandler Rd. La Vista NE 68128

www.Papillion.org

O : 402-829-1398 | M : 402-943-8266



Papillion
Feels Like Home

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From: Christopher Solberg <csolberg@cityoflavista.org>
Sent: Wednesday, June 7, 2023 10:20 AM
To: Steve Thornburg <sthornburg@papillion.org>
Subject: [EXT] RE: [EXT] REV Development

If they add an entrance at that point, in addition to the two existing ones, that would work too, right? The existing point on 123rd is the main logical traffic flow to Lot 1.

Christopher Solberg, AICP

City of La Vista | Deputy Community Development Director

From: Steve Thornburg <sthornburg@papillion.org>
Sent: Wednesday, June 7, 2023 10:11 AM
To: Christopher Solberg <csolberg@cityoflavista.org>
Subject: RE: [EXT] REV Development

Chris,

The code sections for the comment are NFPA 1 18.2.3.3 and IFC D106.3. The IFC appendix is not adopted in La Vista but gives guidance on measuring the distance between access points. If the access point moves to the west on 123rd to the corner, they meet the separation that would be acceptable.

Steve Thornburg

City of Papillion | Fire Marshal

10727 Chandler Rd. La Vista NE 68128

www.Papillion.org

O : 402-829-1398 | M : 402-943-8266



Papillion

Feels Like Home

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From: Christopher Solberg <csolberg@cityoflavista.org>

Sent: Wednesday, June 7, 2023 8:47 AM

To: Steve Thornburg <sthornburg@papillion.org>

Cc: Cale Brodersen <cbrodersen@cityoflavista.org>

Subject: [EXT] REV Development

Good Morning Steve,

We are working on the comment letter to REV Development for their proposed PUD in our Southport East area. Can you please provide me with the code reference number in relation to your comment (attached) so that I can include it in the review letter?

Thanks,

Christopher Solberg, AICP

City of La Vista | Deputy Community Development Director

402.593.6400 (Office)

8116 Park View Blvd. | La Vista, NE 68128

CityofLaVista.org

Accountability | Integrity | Public Service

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June 6, 2023

Mr. Chris Solberg
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

RE: Southport East - Port Grace & 123rd Landscape Review - Design Review Letter #1

Dear Chris:

This letter shall provide recommendations and/or corrections for the Applicant's submittal containing drawings received on 5/23/2022. For tracking purposes, I have noted deficiencies in the submittal package below, and where appropriate, the corresponding requirements outlined in the Southport East Design Guidelines.

General:

1. The following drawings were submitted:
 - a. L1.0 Landscape Plan
2. Additional reviews regarding landscaping will take place at the time of Design Review Submission for each building within this PUD with regard to specific requirements regarding the softening of areas around dumpster enclosures, screening of utilities, screening of mechanical equipment, etc.

Drawings:

1. Landscaping
 - i. No site dimensions are included to determine compliance with 6.1.D, which requires ten (10) foot wide landscaped, turfed (sodded or seeded) and irrigated green space along all interior lot lines shown in Appendix E.
 - ii. Per appendix G, the following proposed plants are not included in the approved list:
 1. Autumn Blaze Maple
 2. Bloodgood London Plane Tree
 3. Silver Linden
 4. Maney Juniper
 5. Karl Foerster Feather Reed GrassRevise to comply with Appendix G.
 - iii. Per Appendix G, trees shall have a minimum caliper of 3". Trees proposed on plant schedule have a caliper ranging from 2 to 2.5". Revise to comply with Appendix G.

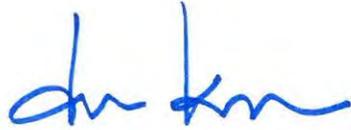
Please notify the Applicant of the review comments above and request clarification and/or resubmittal as the case may be. Please remind the Applicant to properly date all resubmittals. Southport East Design Guideline Requirements not specifically discussed above are in compliance but subject to further review pending resubmittal.

Please feel free to contact me regarding additional clarifications or questions.

(402) 431-6377 direct
dkerns@schemmer.com

Sincerely,

THE SCHEMMER ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Dan Kerns', is positioned below the company name.

Dan Kerns, AIA, NCARB
Principal
Executive Manager, Architecture
Commercial Market Leader

City of La Vista Conditional Use Permit

Conditional Use Permit for Hotel

This Conditional Use Permit issued this ____ day of _____, 2023, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, REV Development LLC, Inc. ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct, own, and operate a hotel upon the following described tract of land within the City of La Vista zoning jurisdiction that Owner owns or will acquire before commencing such construction:

Lot 2, Southport East Replat Fifteen, a subdivision as surveyed, platted and recorded in the City of La Vista, Sarpy County, Nebraska ("property" or "premises").

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a hotel on such property; 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.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on Exhibit "B" hereto for a hotel, said use hereinafter being referred to as "Permitted Use or Use".

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. Any variation or breach of any terms hereof shall cause permit to expire and terminate automatically without any further action required of the City.
2. In respect to the proposed Use:
 - a. Operations on the property will be limited to and carried out in accordance with the Operational Statement attached as Exhibit "A" and incorporated into this permit by reference.
 - b. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives shall be provided to the City and attached to the permit as Exhibit "B".
 - c. This permit shall be subject to approval, execution and filing with the Sarpy County Register of Deeds of (i) Southport East Replat Fifteen, being a replat of Lots 5 and 6, Southport East, City of La Vista, and (ii) a subdivision agreement between Owner and City regarding public improvements and other requirements in connection with the Use of the property, in form and content satisfactory to the City Engineer and the terms and conditions of which shall be incorporated into this permit by reference. Provided, however, this permit shall be filed with the Sarpy County Register of Deeds immediately after such Replat Fifteen and subdivision agreement are filed with the Sarpy Count Register of Deeds.

- d. The hours of operation will be 24 hours a day seven days a week.
 - e. 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.
 - f. The premises shall be developed and maintained in accordance with the site plan (Exhibit "B") as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Community Development Director for approval.
 - g. Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided. Lighting shall be designed to a standard that does not impact adjoining properties.
 - h. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, FAA and ADA.
 - i. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
 - j. Owner hereby indemnifies and agrees to defend the City and all officials, officers, employees, agents, successors, and assigns of the City ("Indemnified Parties") against, and holds the Indemnified Parties 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 any officers, members, directors, agents, employees, assigns, suppliers or invitees of owner, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
3. In respect to the Gateway Corridor Overlay District and Southport East Design Guidelines:
- a. Building Exterior (Style and Building Materials)
 - i. Draft elevation plans (Exhibits "C") shall be reviewed in accordance with the Southport East Design Guidelines and approved through the City's design review approval process.
 - b. Mechanical Units
 - i. The ground units, electrical transformers, and gas meters are to be screened from view by a mixture of shrubs and grasses.
 - c. Trash Enclosure
 - i. The Site Plan (Exhibit "B") and Site Landscaping Plan (Exhibit "D") indicates screening (trash enclosure) around the refuse dumpsters. The walls of the trash enclosure are to be constructed of masonry units to match the material on the main structure. Two gates with steel frames will be utilized on the enclosure in accordance with the Southport East Design Guidelines.
 - d. Landscaping and Site Treatment
 - i. The Landscape Plan (Exhibit "D") shall be reviewed in accordance with the Southport East Design Guidelines and approved through the City's design review approval process.
 - ii. Any changes to the landscape plan must be approved by the City of La Vista.
 - iii. All sidewalks along Port Grace Blvd shall be serpentine.
 - e. Exterior Light Fixtures
 - i. All exterior light fixtures used on this project for parking lots shall be in accordance with the Southport East Design Guidelines. Parking lot lights (Exhibit "E") shall be located according to the Site Plan (Exhibit "B").
 - ii. All additional exterior light fixtures must be submitted for approval.
 - f. Signage
 - i. All signs shall comply with the City's sign regulations and the design shall be in

accordance with the Southport East Design Guidelines.

4. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
 - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval, if the violation continues after written notice from the City to Owner and a reasonable time for Owner to cure such violation.
 - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
 - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.
5. 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. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
 - c. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
6. If the permitted use is not commenced within one (1) year from _____, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
7. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, 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) 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 to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
8. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall constitute covenants running with the land and shall be binding upon owner and all successors and assigns of the owner.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived

said breach in writing; and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address:

Mike Works
REV Development, LLC
1000 O Street, Suite 102
Lincoln, NE 68508

Effective Date:

The recitals at the beginning of this permit and all exhibits referenced in this permit shall be incorporated into this permit by reference. This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pam A. Buethe
City Clerk

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:

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Bueth, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Conditional Use Permit for Hotel, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [_____] , personally known by me to be the _____ of _____, and the identical person whose name is affixed to the foregoing Conditional Use Permit for Hotel, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

Exhibit "A"

REV

DEVELOPMENT

1000 O Street, Suite 102
Lincoln, NE 68508

Operating Statement

May 19, 2023

City of La Vista
Community Development
8116 Park View Boulevard
La Vista, Nebraska 68128

To whom it may concern:

Please let this letter serve as our intention to request a Conditional Use Permit for the property located at Lots 5 and 6, Southport East, a Subdivision in Sarpy County, Nebraska. The proposed use that we are seeking is for a hotel on Lots 5 and 6. The subject property is currently zoned C-3 within the Gateway Corridor Overlay district. The proposed hotel will meet the requirements for site and building as enumerated in the Southport Design guidelines for the City of La Vista, Nebraska.

The proposed development and building standards are as follows:

Proposed Height	Approximately 70 feet to parapet, not to exceed 75 feet
Proposed Building Square Footage	Approximately 90,000 square feet
Proposed Parking Proposed rooms: 112	1 space per room
Architectural Treatments	In compliance with the Southport Design Guidelines
Landscaping	In compliance with the Southport Design Guidelines
Sidewalks/Pedestrian Access	As required by Development Regulations

The developer of the project, REV Development, LLC, is committed to building a quality hotel that will be an asset to the surrounding community and the City of La Vista.

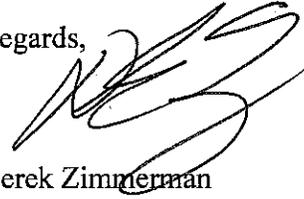
The contact information for the developer is as follows:

REV Development, LLC
1000 O Street, Suite 102
Lincoln, NE 68508
Contact: Mike Works
mworks@revdev.com

REV

DEVELOPMENT

Regards,



Derek Zimmerman
General Counsel
REV Development
derek@revdev.com

Exhibit “B”

Exhibit “C”

DRAFT



① ELEVATION - LEFT
3/32" = 1'-0"

MATERIAL SF AND %	
BRICK MID-FACADE -	1,905 SF 61%
EIFS 1 - ACCENT MID-FACADE -	329 SF 10%
EIFS 2 - BRICK MATCHING -	203 SF 6%
COMPOSITE STONE MID-FACADE -	341 SF 11%
WINDOWS -	362 SF 12%
TOTAL -	3,140 SF 100%



② 3D AXON FROM FRONT LEFT

TOTAL MATERIAL SF AND %	
BRICK MID-FACADE -	16,759 SF 50%
STONE MID-FACADE -	4,063 SF 12%
EIFS 1 - ACCENT MID-FACADE -	5,828 SF 18%
EIFS 2 - BRICK MATCHING -	451 SF 1%
EIFS 3 - STONE MATCHING -	170 SF 1%
WINDOWS -	6,018 SF 18%
TOTAL SF -	33,289 SF 100%

MATERIAL LEGEND	
	EIFS - ACCENT MID-FACADE (SECONDARY)
	EIFS - MATCH BRICK MID-FACADE (SECONDARY)
	COMPOSITE STONE / SPLIT FACE BLOCK BASE (SECONDARY)
	EIFS - MATCH STONE MID-FACADE (SECONDARY)
	BRICK MID-FACADE (PRIMARY)

MATERIAL SF AND %	
BRICK MID-FACADE -	6,877 SF 51%
EIFS 1 - ACCENT MID-FACADE -	2,628 SF 19%
EIFS 2 - BRICK MATCHING -	44 SF 1%
COMPOSITE STONE MID-FACADE -	1,365 SF 10%
WINDOWS -	2,633 SF 19%
TOTAL -	13,547 SF 100%



③ ELEVATION - FRONT
3/32" = 1'-0"



RESIDENCE INN by MARRIOTT
GENERATION 9.1
LA VISTA, NE

A2-1
2023.06.26



① 3D PERSPECTIVE FROM FRONT RIGHT

MATERIAL SF AND %	
BRICK MID-FACADE - 1,915 SF	62%
EIFS 1 - ACCENT MID-FACADE - 296 SF	10%
EIFS 2 - BRICK MATCHING - 160 SF	5%
COMPOSITE STONE MID-FACADE - 362 SF	12%
WINDOWS - 344 SF	11%
TOTAL - 3,077 SF	100%



② ELEVATION - RIGHT
3/32" = 1'-0"

TOTAL MATERIAL SF AND %	
BRICK MID-FACADE - 16,759 SF	50%
STONE MID-FACADE - 4,063 SF	12%
EIFS 1 - ACCENT MID-FACADE - 5,828 SF	18%
EIFS 2 - BRICK MATCHING - 451 SF	1%
EIFS 3 - STONE MATCHING - 170 SF	1%
WINDOWS - 6,018	18%
TOTAL SF - 33,289	100%

MATERIAL LEGEND

-  EIFS - ACCENT MID-FACADE (SECONDARY)
-  EIFS - MATCH BRICK MID-FACADE (SECONDARY)
-  COMPOSITE STONE / SPLIT FACE BLOCK BASE (SECONDARY)
-  EIFS - MATCH STONE MID-FACADE (SECONDARY)
-  BRICK MID-FACADE (PRIMARY)

MATERIAL SF AND %	
BRICK MID-FACADE - 5,536 SF	46%
EIFS 1 - ACCENT MID-FACADE - 2,326 SF	20%
EIFS 2 - BRICK MATCHING - 44 SF	1%
COMPOSITE STONE MID-FACADE - 1,386 SF	11%
WINDOWS - 2,658 SF	22%
TOTAL - 11,906 SF	100%

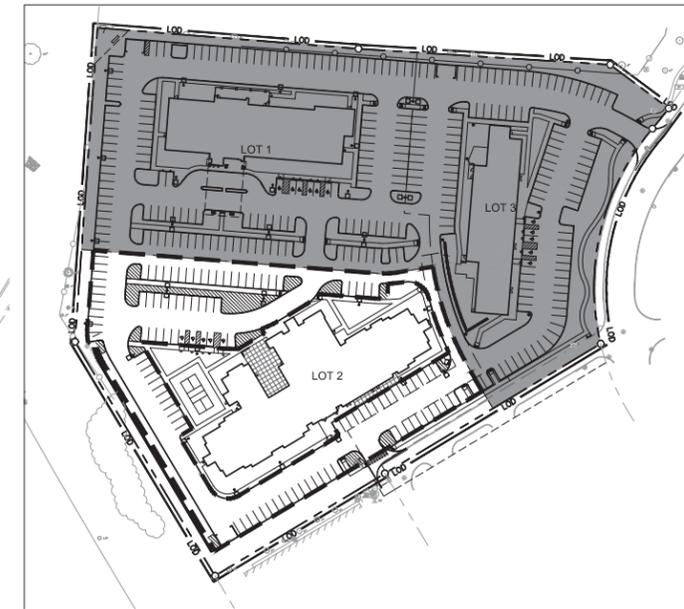
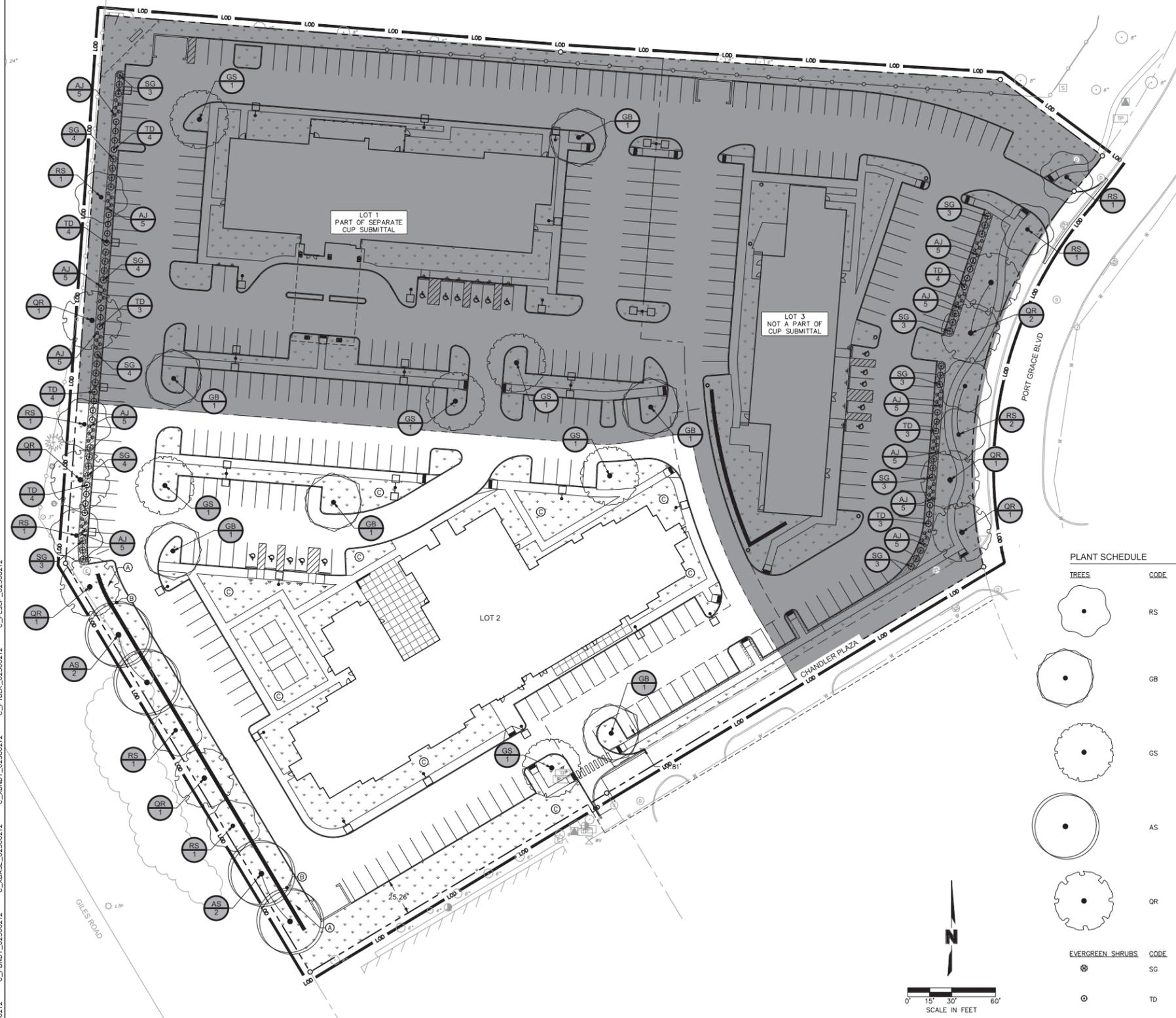


③ ELEVATION - BACK
3/32" = 1'-0"

Exhibit “D”

LANDSCAPE PLAN

PARKING LOT LANDSCAPE AREA



AREA CALCULATIONS/PARKING STATISTICS

	LOT 2
PARKING LOT AREA	58,431
PARKING LOT LANDSCAPE	5,442
LINEAR STREET FRONTAGE	435
TREES REQUIRED (1 / 40 LF)	10.9
TREES PROVIDED	11

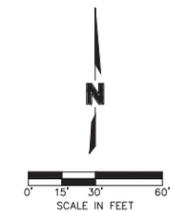
PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	GAL./HI	CONTAINER	PLNT. HT.	M. HT.	M. SPR.
	RS	9	ACER RUBRUM 'FRANKSRED' RED SUNSET MAPLE	3" CAL.	B&B	6'	50'	35'
	GB	6	GINKGO BILOBA GINKGO BILOBA	3" CAL.	B&B	6'	50'	40'
	GS	6	GLEDTISIA TRIACANTHOS INERMIS 'SHADEMASTER' SHADEMASTER HONEY LOCUST	3" CAL.	B&B	6'	50'	60'
	AS	4	PLATANUS OCCIDENTALIS AMERICAN SYCAMORE	3" CAL.	B&B	6'	60'	60'
	QR	8	QUERCUS RUBRA RED OAK	3" CAL.	B&B	6'	60'	50'
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	M.H.T.	M.SPR.	PLNT.H.T.	
	SG	37	JUNIPERUS X PFITZERIANA 'SEA GREEN' SEA GREEN JUNIPER	5 GAL.	4'	6'	2'	
	TD	29	TAXUS X MEDIA 'DENSIFORMIS' DENSE ANGL-O-JAPANESE YEW	3 GAL.	4'	4'	2'	
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	M.H.T.	M.SPR.	PLNT.H.T.	
	AJ	60	SEDUM AUTUMN JOY 'HERBSTFREUDE' AUTUMN JOY SEDUM	1 GAL.	2'	2'	12"	
INERTS	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	M.H.T.			
	MS	2,604 SF	SHREDDED HARD WOOD MULCH WOOD MULCH	---				
	B	2,429 SF	TURF SEED DROUGHT TOLERANT FESCUE BLEND	SEED				
	C							

LANDSCAPE KEY NOTES

	A	CULTIVATED LANDSCAPE EDGING
	B	HARDWOOD MULCH
	C	INSTALL TURF-TYPE FESCUE SOD - TURF IRRIGATION*

*ALL TURF AND LANDSCAPE AREAS TO BE IRRIGATED



DWG: F:\2023\00001-00000\023-00212\40-Design\AutoCAD\Pre\linary Plans\Sheets\ONC\VC_LS01-CUP_02300212.dwg USER: rweely C:\P\B\K_02300212 C:\P\B\K_02300212
 DATE: Jul 27, 2023 6:04pm C:\P\B\K_02300212 C:\P\B\K_02300212 C:\P\B\K_02300212 C:\P\B\K_02300212



Engineering - Nebraska COA #CA-0638
211 South 67th Street, Suite 200
Omaha, NE 68106
TEL: 402.341.1116
www.olsson.com

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

LANDSCAPE PLAN
DE LOT 2 CUP SUBMITTAL AL
SOUTHPORT EAST
PORT GRACE BLVD & S. 123RD PLAZA
LA VISTA, NE

2023

Drawn by: _____
Checked by: _____
Approved by: _____
QA/QC by: _____
Project no.: 02300212
Drawing no.: 061323
Date: _____

SHEET
L1.0

Exhibit “E”

UPDATED SOUTHPORT EAST LIGHT FIXTURE CUT SHEETS

Revised due to change in manufacturer and
revision to arm fitter for improved durability.

Revised October 2021





EML25 Munich Pendant Eurotique Family



Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

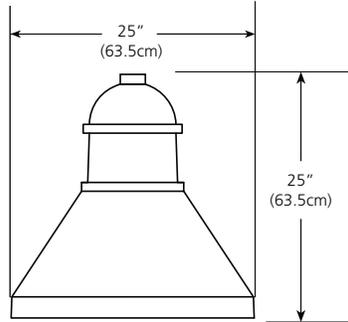
Introduction

The Munich is a European-styled pendant luminaire suitable for use with a variety of Eurotique decorative arms and poles.

Intended for use in pedestrian areas such as retail environments, public parks, city centers and commercial areas or other spaces with decorative requirements and a contemporary theme.

Specifications

EPA:	1.86 ft ²
Height:	25"
Diameter:	25"
Weight:	60 lbs



Ordering Information

EXAMPLE: EML25 ST 63LED 350MA 4K GCF 120 R3 DDBXD

EML25	Series	Base	Performance Package	Color Temperature	Lens Option	Voltage	Distribution	Finish
EML25	ST	Smooth	49LED 350MA 5,000 lumens	3K 3000K	GCF Glass clear flat	MVOLT	R2 Type 2	DDBXD Super durable dark bronze
		RT Ringed	49LED 525MA 6,700 lumens	4K 4000K	GCSG Glass clear sag	120	R3 Type 3	DBLXD Super durable black
		FLT Fluted	63LED 350MA 6,000 lumens	5K 5000K		208	R4 Type 4	DNAXD Super durable natural aluminum
			63LED 525MA 8,200 lumens			240	R5 Type 5	DWHXD Super durable white
					277		ANBK Antique black	
					347		ANDB Antique dark bronze	
					480		ANDG Antique dark green	
							ANVG Antique verde green	
							DSPA	

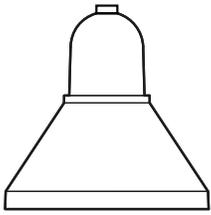
Per Design Engineer of Record requirements for design

Use this base part #

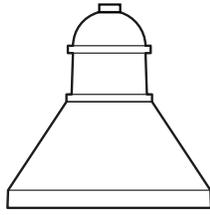
EML25 FLT P40HO 4K GCF MVOLT Rx QSM DSPA MEZxxx/ BHC QSM FITTER DSPA



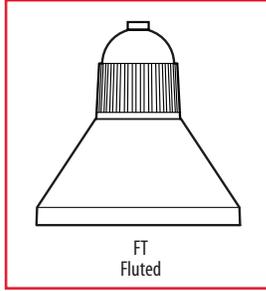
Base



ST
Smooth



RT
Ringed



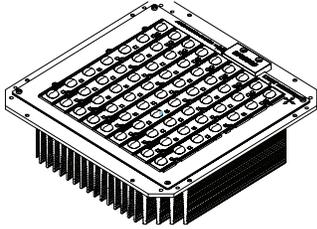
FT
Fluted

Select Your Options From

Base	Description
ST	Smooth Base
RT	Ringed Base
FT	Fluted Base

Notes:
Must select ST, RT, or FT style.

Performance Package



63 LED Light Engine Module

Select Your Choice From

Performance Package	Description
49LED 350mA	49 chips, 350 mA
49LED 525mA	49 chips, 525 mA
63LED 350mA	63 chips, 350 mA
63LED 525mA	63 chips, 525 mA

Performance Package	Watts	Distribution	3000K CCT (opt)		3000K CCT (opt)		3000K CCT (opt)	
			Lumens	Efficacy	Lumens	Efficacy	Lumens	Efficacy
49LED 350mA	59	R2	4,495	76	4,994	85	4,994	85
		R3	4,780	81	5,311	90	5,311	90
		R4	4,669	79	5,188	88	5,188	88
		R5	4,955	84	5,506	93	5,506	93
49LED 525mA	87	R2	6,030	69	6,700	77	6,700	77
		R3	6,412	74	7,125	82	7,125	82
		R4	6,264	72	6,960	80	6,960	80
		R5	6,648	76	7,387	85	7,387	85
63LED 350mA	74	R2	5,434	73	6,038	82	6,038	82
		R3	5,779	78	6,421	87	6,421	87
		R4	5,645	76	6,272	85	6,272	85
		R5	5,991	81	6,657	90	6,657	90
63LED 525mA	110	R2	7,322	67	8,135	74	8,135	74
		R3	7,786	71	8,651	79	8,651	79
		R4	7,605	69	8,450	77	8,450	77
		R5	8,072	73	8,969	82	8,969	82

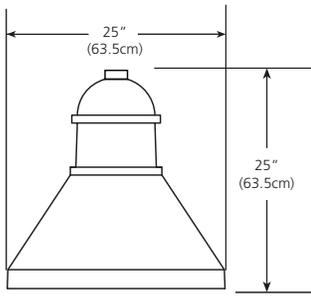
Data is considered accurate as of the revision date, shown in the highest operating temperature available. Antique Street Lamps reserves the right to modify specifications without notice.

Color Temp

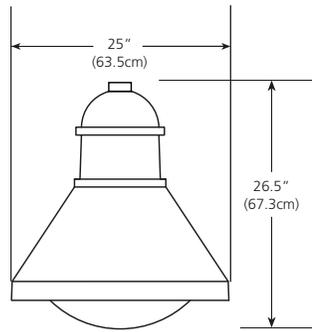
Select Your Options From

Color Temp	CCT
3K	3000K
4K	4000K
5K	5000K

Lens Option



GCF
Glass, Clear Flat



GCSG
Glass, Clear Sag

Select Your Options From

Lens	Description
GCF	Glass, Clear Flat (Standard)
GCSG	Glass, Clear Sag



Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

Notes:
Nighttime Friendly™ distributions available with GCF lens only.

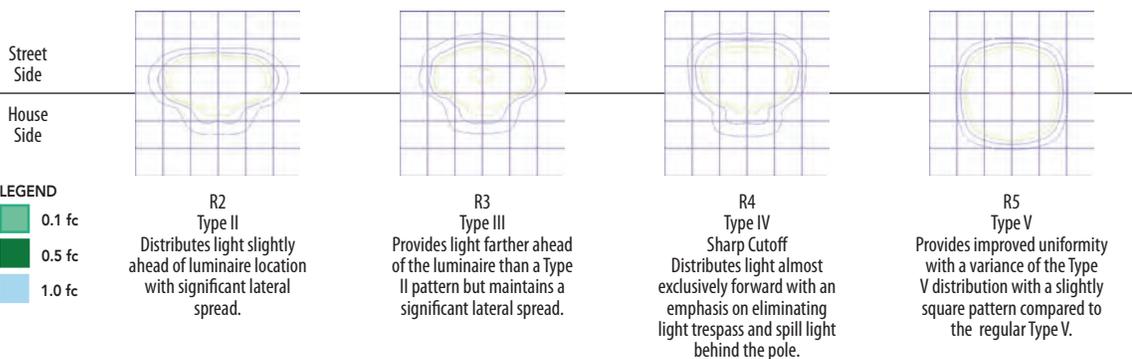
Voltage

MVOLT driver operates on any line voltage from 120 - 277V (50/60Hz)

Select Your Options From

Voltage	Description
MVOLT	MVOLT
120	120V
208	208V
240	240V
277	277V
347	347V
480	480V

Distribution



Select Your Options From

Distribution	Description
R2	Type II
R3	Type III
R4	Type IV
R5	Type V

Finish

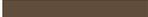
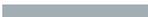
The luminaire has a powder coat finish utilizing a premium TGIC polyester powder. The finish is a three-stage process which consists of drying, powder application and curing. Before coating, the parts are treated with a five-stage pretreatment process, consisting of a heated alkaline cleaner, rinse, phosphate coating, rinse and sealant.

For a complete listing of colors, visit:
www.acuitybrandslighting.com/architecturalcolors

Notes:

- Consult factory for RAL colors or custom color matching.

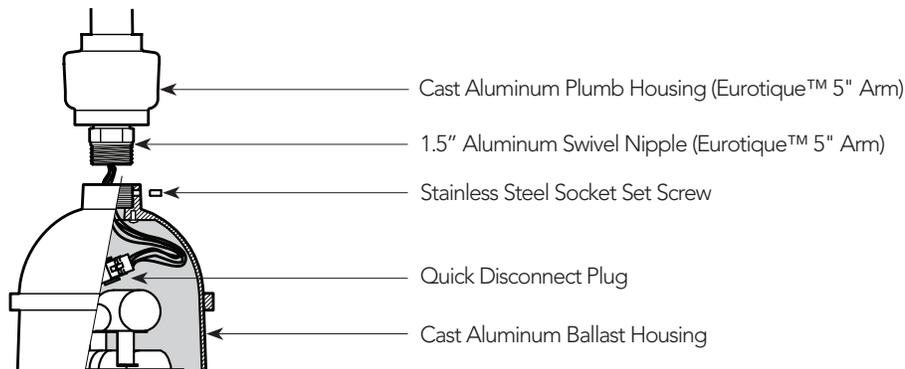
Select Your Options From

Finish	Description	Swatch
DDBXD	Super durable dark bronze	
DBLXD	Super durable black	
DNAXD	Super durable natural aluminum	
DWHXD	Super durable white	
ANBK	Antique black	
ANDB	Antique dark bronze	
ANDG	Antique dark green	
ANVG	Antique verde green	
DSPA	Traffic Grey	

Data is considered accurate as of the revision date shown.
 Antique Street Lamps reserves the right to modify specifications without notice.

Installation

The luminaire is installed with a 1.5" female NPT at the top for mounting to the Eurotique 5" diameter arms. The luminaire shall be gasketed and mounted on an aluminum ring which is hinged to the skirt and furnished with a captive screw for easy relamping. The driver assembly shall be furnished with a quick disconnect plug and mount on a removeable driver plate.



FEATURES & SPECIFICATIONS

INTENDED USE

This European-styled pendant or wall mount decorative luminaire is perfect for area lighting in retail, city-center, pedestrian areas or any other space with decorative requirements with a contemporary theme.

CONSTRUCTION

This luminaire consists of a driver housing with an attached skirt to shield the source from view while allowing the widest distribution. The light source is protected by your choice of a flat or sag-glass lens and assembled with stainless steel hardware. Driver and light engine assembly mount on a removeable assembly plate and are furnished with quick-disconnect plugs for ease of installation and maintenance.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling.

OPTICS

Precision acrylic refractive optics for optimum light distribution through the flat or sag glass lens. Light engines are available in 3000K, 4000K or 5000K with a color rendering index (CRI) of 70 and is shielded by the skirt which blocks the view of the source from high angles.

ELECTRICAL

Light engine consists of either 49 or 63 high-efficiency LEDs mounted to a metal core circuit board and aluminum heat sink ensuring optimal thermal management and long life. Class 1 electronic driver is designed to have a power factor > 90%, THD < 20% and an expected life of 100,000 hours.

INSTALLATION

Mounts via a 1-1/2" NPT threaded swivel nipple to the Urban 4" or 5" diameter arms (specify PNJP6 option when ordering 4" arm) see arm specification sheets for details on mounting options.

LISTINGS

CSA certified to U.S. and Canadian standards and labeled as suitable for wet locations.

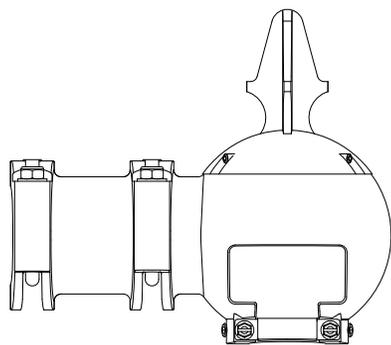
WARRANTY

5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25C. Specifications subject to change without notice.

BHDF SERIES BOSTON HARBOUR STYLE

Decorative Arm Fitter



Specifications

General Description

The Boston Harbour style decorative arm fitter is designed to replicate the look of period cast arm mounts.

Materials

The fitter body, top cover, and door assembly shall be heavy wall cast aluminum. All mounting and locking hardware shall be stainless steel.

Function

The fitter is designed to be used on 2" horizontal arms with pendant luminaires having either a quick stem mount (QSM) or a 1.5NPT (NPT) as the selected mounting method.

Mounting Options

- QSM: The quick stem mount significantly simplify installation, ensures that the luminaire is hanging properly and does not require pipe dope. The swivel action on the stem allows for +/- 4 degree adjustment from vertical. The contoured door (with integral lanyard) is removed to allow the stem to engage inside the fitter. The door is replaced to capture the luminaire stem.
- NPT15S or NPT15R: The 1.5NPT requires pipe dope. There are two NPT mounting options, the swivel (NPT15S) and the rigid (NPT15R)

Installation

The fitter is provided with (2) U-bolts, washers and nuts and (2) leveling set screws that lock the fitter to a nominal 2" horizontal arm and allow a +/- 5 degree adjustment from horizontal to the fitter. (3) set screws lock either the QSM stem or NPT15S threaded male connector in place. The cast top cover can be removed to allow access to the inside of the fitter to facilitate wire connections. (3) set screws lock the cover to the fitter.

Finish

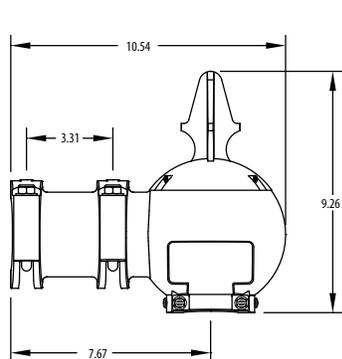
- Utilize a polyester powder coat paint to ensure maximum durability.
- Rigorous multi-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117) on standard and RAL finish options.
- RAL (RALxxxxSDCR) paint colors are Super Durable Corrosion Resistant, 80% gloss.

Warranty

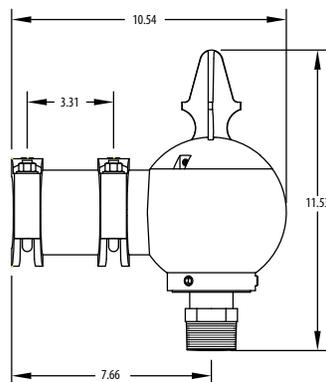
2-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

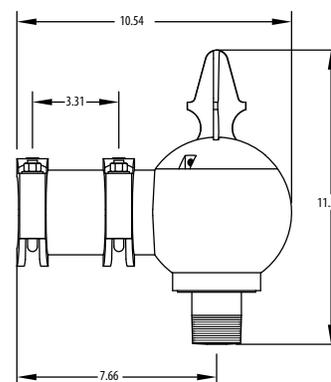
DIMENSIONAL DATA



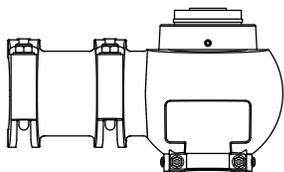
QSM Mounting



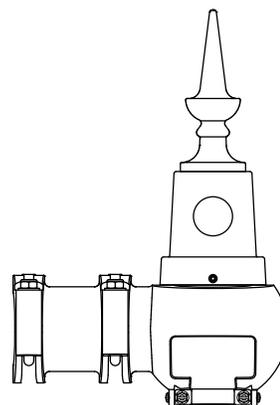
NPT15S Mounting



NPT15R Mounting



QSM Mounting with PR3E or PR7E option



TPRCSXX Accessory

BHDF SERIES BOSTON HARBOUR STYLE

Decorative Arm Fitter



ORDERING INFORMATION

Example: BHDF QSM BK PR7E PCLL

Series		Size		Finish		Options
BHDF	Harbor Decorative Arm Fitter	NPT15S	Pendant 1.50 NPT Swivel	BK	Black	PR3E External Mounted NEMA Twist Lock Photocontrol Receptacle - 3 PIN
		NPT15R	Pendant 1.50 NPT Rigid	BZ	Bronze	PR7E External Mounted NEMA Twist Lock Dimming Photocontrol Receptacle - 7 PIN
		QSM	Quick Stem Mount	DB	Dark Blue	SH Shorting cap
				GH	Graphite	PCLL Long Life DTL Twistlock Photocontrol for Solid State, MVOLT
				GN	Green	P34 Long Life DTL Twistlock Photocontrol for Solid State, 347V
				GR	Gray	P48 Long Life DTL Twistlock Photocontrol for Solid State, 480V
				PP	Prime Painted	
				SL	Silver	
				WH	White	
				CMC	Customer matching color	
				CTBS	Standard color to be selected	
				RALxxxxSDCR	RAL Super Durable Corrosion Resistant, 80% Gloss Paint, replace xxxx with RAL number.	

Accessories	
TPRCSXX	Twistlock Photocontrol Cover Assembly with Spike Finial
<p>Note: Cover will only work with PR3E or PR73 with Acuity's PCLL, P34, P48, SH or other like devices equal in dimension.</p>	

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 1, 2023 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR REPLAT – LOTS 5-6 SOUTHPORT EAST SOUTHPORT WEST REPLAT FIFTEEN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to approve an application for a replat of Lots 5 and 6 Southport East, being replatted as Lots 1-3, Southport East Replat Fifteen to allow for the development of three lots, located on approximately 7.12 acres in Southport East.

FISCAL IMPACT

None.

RECOMMENDATION

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

BACKGROUND

A resolution has been prepared to consider applications submitted by REV Development for a replat, designated as Lots 1-3, Southport West Replat Fifteen to allow for the development of three lots on approximately 7.12 acres currently platted as Lots 5 and 6 Southport East. The site is located northwest of the intersection of Port Grace Blvd and Southport Parkway, northwest of My Place Hotel.

A detailed staff report is attached.

The Planning Commission met on July 6, 2023 and voted 8-0 to recommend approval of the Replat of Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOTS 5 AND 6 SOUTHPORT EAST TO BE REPLATTED AS LOTS 1-3 SOUTHPORT EAST REPLAT FIFTEEN, A SUBDIVISION LOCATED IN THE EASTERN HALF OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above-described property applied for approval of a replat for Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat Fifteen; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on July 6, 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 Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat Fifteen, a subdivision located in the eastern half of Section 18, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northwest of the intersection of Port Grace Blvd and Southport Parkway, be, and hereby is, approved.

PASSED AND APPROVED THIS 1ST DAY OF AUGUST 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: PRP23-0003;

FOR HEARING OF: JULY 6, 2023
REPORT PREPARED ON: JUNE 29, 2023

I. GENERAL INFORMATION

A. APPLICANT:

REV Development
1000 O Street, Suite 102
Lincoln, NE 68508

B. PROPERTY OWNER:

PayPal Inc
12312 Port Grace Blvd
La Vista, NE 68128

C. LOCATION: Northwest of the intersection of Port Grace Blvd and Southport Parkway.

D. LEGAL DESCRIPTION: Lots 5 and 6 Southport East (Proposed Lots 1 and 2 Southport East Replat 15)

E. REQUESTED ACTION(S): Replat of two lots into three to allow for commercial development.

F. EXISTING ZONING AND LAND USE: C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District); the property is currently vacant.

G. PURPOSE OF REQUEST: Authorize a Replat of two lots into three to allow for commercial development.

H. SIZE OF SITE: Approximately 7.12 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property is currently vacant with a gradual downward slope to the northeast.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Commercial	C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District);	Kiewit Corporation
East	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	Securities America
South	Commercial	C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District);	My Place Hotel and Casey's
West	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	La Vista Conference Center

C. RELEVANT CASE HISTORY:

1. The original plat for Southport East was approved in April 2001.

D. APPLICABLE REGULATIONS:

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan designates the area for commercial uses.
2. The proposed project will meet Policy Work 1-3 of the La Vista Comprehensive Plan which reads: "Continue to market the City's existing business clusters, convention centers, hotels, and retail at Southport as well as quality of life factors that attract similar businesses."

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Access to the property will be provided through a full access off of Port Grace Blvd as well as full access connection from S. 123rd Plaza.
2. Applicant has provided a traffic impact memo in relation to the development of this project. The study, dated June 5, 2023, finds that the site is expected to generate 2,348 daily trips, 115 AM peak hour trips, and 180 PM peak hour trips. The 2050 site capacity analysis finds that the individual movements related to this development will operate with a Level-Of-Service of C or better. No roadway improvements are recommended through this analysis.
3. A draft traffic impact memo is currently under review by the City's third-party consulting firm. Any proposed changes will be provided to the applicant to make adjustments and resubmit prior to the review of the development by City Council. The traffic impact memo is attached to this report.

D. UTILITIES:

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

E. PARKING REQUIREMENTS:

1. Parking requirements for Lot 1 and Lot 2 of the development are one stall per rental unit for each of the hotels proposed to be developed on these lots. Based on the total number of rental units depicted within the PUD Site Plan, a total of 223 stalls would be required based on the number of rental units projected. The PUD Site Plan depicts a total of 275 parking stalls in Lots 1 and 2 of the development.
2. Parking requirements for Lot 3 of the development is based on a ratio of 1 stall per 200 square feet of development for the proposed strip commercial building on the site. Based on the 10,456 square-foot building proposed on Lot 3, a total of 53

stalls would be required. The PUD Site Plan depicts a total of 116 stalls on this lot.

3. Overall the site depicts a total of 391 parking stalls, well above the 276 stalls required. Parking within this PUD should be shared within Lots 1-3 to limit any possible off-site parking issues.

F. LANDSCAPING:

1. Review of the landscaping for any developments on this site will be handled through the Southport East Design Guidelines.

IV. REVIEW COMMENTS:

- A. Applicant has been made aware that developments on this property will require FAA approval prior to the issuance of a building permit due to proximity of the Millard Airport.
- B. The development will be required to meet the requirements for a Post Construction Storm Water Management Plan as per City regulations.
- C. All necessary easements will need to be finalized and recorded prior to the issuance of building permits.

V. STAFF RECOMMENDATION – REPLAT:

Approval of the Replat of Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

VI. PLANNING COMMISSION RECOMMENDATION – REPLAT:

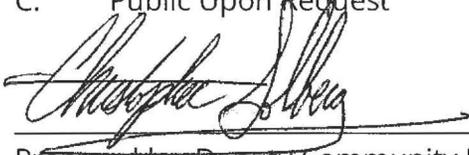
The Planning Commission met on July 6, 2023 and voted 8-0 to recommend approval of the Replat of Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

VII. ATTACHMENTS TO REPORT:

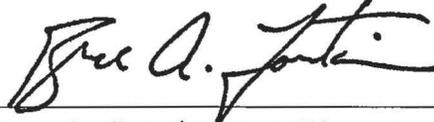
- A. Vicinity Map
- B. Review Letters
- C. Replat map set

VIII. COPIES OF REPORT SENT TO:

- A. Justin Hernandez, REV Development
- B. Brian Emmerich, Olsson
- C. Public Upon Request



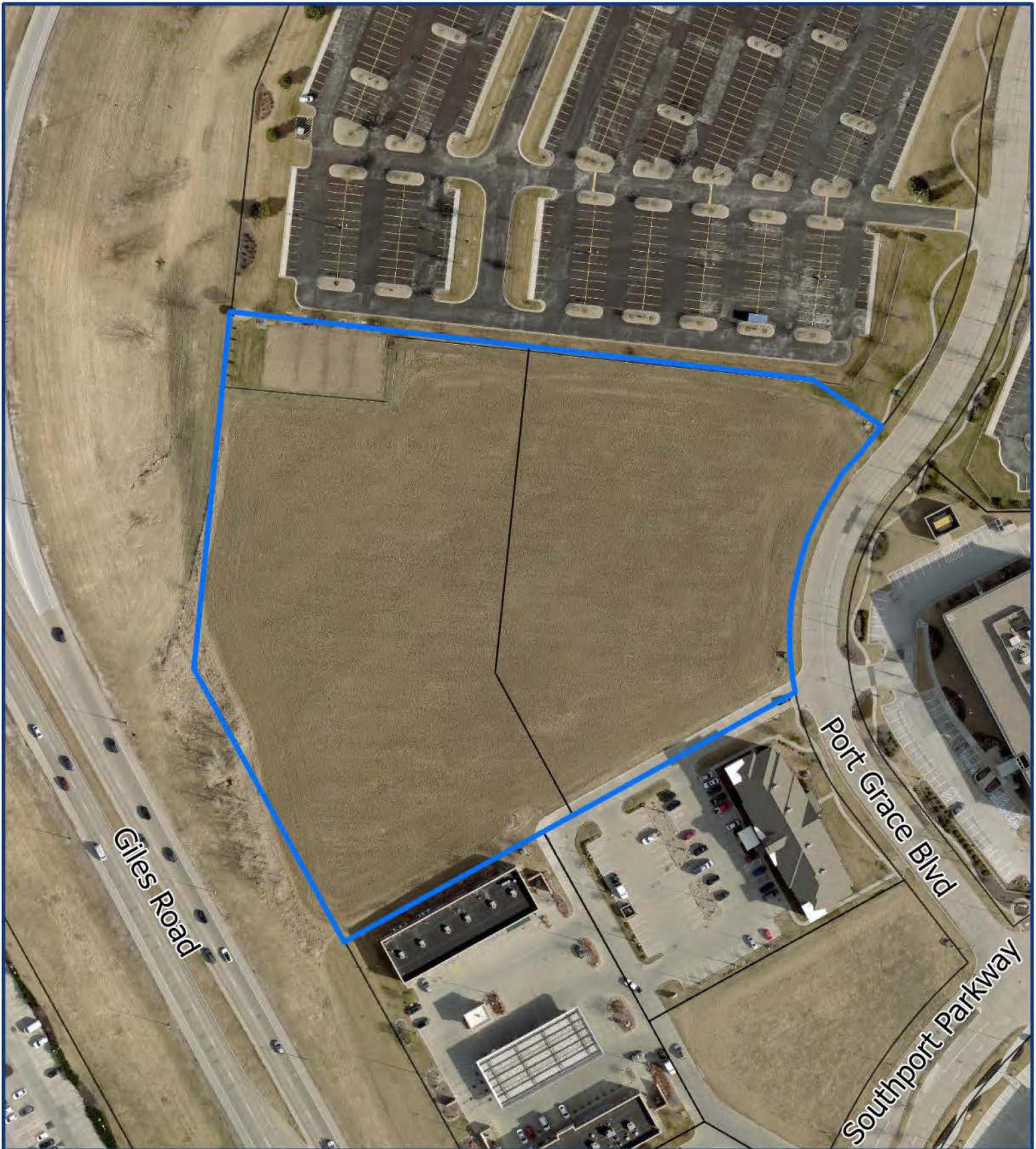
Prepared by: Deputy Community Development Director



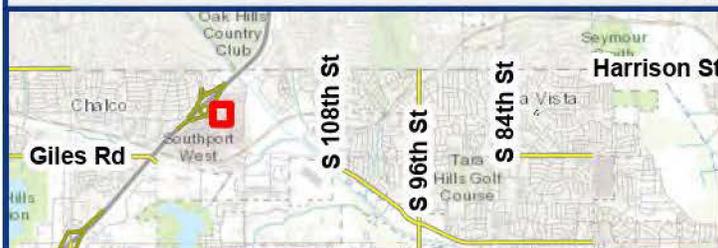
Community Development Director

7/21/23

Date



Vicinity Map - Southport East Replat 15



Legend

 Replat Boundary





June 7, 2023

Brian Emmerich
Olsson Associates
2111 N 67th Street, Suite 200
Omaha, NE 68106

RE: REV Development – PUD, CUP & Replat Applications – Initial Review Letter
Lots 5-6 Southport East

Mr. Emmerich,

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 3.03.03.10 – Please confirm the intent is to reduce and/or eliminate a portion of the 123rd Plaza Easement.
2. Subdivision Regulations Section 3.03.12 – Please label the book and page number of existing easements, including private easements, on the plan.
3. Subdivision Regulations Section 3.03.16 – Confirm if all three (3) lots are to be graded simultaneously. Over lot grading of all three lots will result in a disturbance greater than five (5) acres and may require additional grading BMPs.

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

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

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

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

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

4. Subdivision Regulations Section 3.03.19 – Please provide a Traffic Impact Analysis memo which confirms that the background increase travel demand is consistent with the updated traffic study for the Nebraska Multi Sport Complex dated February 2022, and that there are no operational concerns with the intersections of 123rd Plaza and Port Grace Plaza, or 123rd Plaza and Southport Plaza.
5. Subdivision Regulations Section 3.05.20.2 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
6. Subdivision Regulations Sections 3.05.04 & 3.05.19 – Surveyor's Certification needs to be updated to language consistent with the updated State Surveyor regulations.
7. Replat Submittal Sheet 2.0 – Confirm parallel and typical parking stall configurations are consistent with Article 7 of the Zoning Ordinance.
8. Replat Submittal Sheet 2.0 – Sidewalk easements will be required along Port Grace Boulevard for portions of the public sidewalk.

Planned Unit Development Application

9. Zoning Ordinance Section 5.15.03 – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District
10. Zoning Ordinance Section 5.15.04.01 – Please submit an anticipated schedule of construction, inclusive of a timeline according to the phasing exhibit as submitted.
11. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 – Please submit a Traffic Impact Analysis memo as noted in comment #4 above.
12. Zoning Ordinance Section 5.15.04.05 – Please see the attached email correspondence with the Papillion Fire Marshall's Office regarding changes to the development entrance locations in relation to Fire Codes.

13. 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. An ADA-compliant route for Lot 1 that considers the probable delay in the development of Lot 3 (Phase 2) should be included.
14. Zoning Ordinance Section 5.15.04.07 – Please provide the setback distances for the proposed monument sign in the northwest corner of the property. If there is an intent to provide multi-tenant signage in relation to the proposed strip-commercial use, please depict this as well. Also please note the constraints for signage as noted in Sections 7.01-7.04 of the Zoning Ordinance. Are any additional monument signs contemplated for any of the proposed uses?
15. Zoning Ordinance Section 5.15.04.08 – Please review the parking statistics table on the PUD site plan and correct as necessary. The Lot 3 parking statistics appear to be based on a hotel development on that lot.
16. Zoning Ordinance Section 5.15.04.13 – If common spaces are anticipated, including shared access drives, provisions for the proper maintenance and ownership shall be included in the submittal.
17. 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 correct the setback along S 123rd Plaza accordingly.
18. Zoning Ordinance Section 5.15.05.02.2 – Please provide the height of the proposed structures.
19. Review and permitting from the FAA will likely be required due to the proximity of the development to the Millard Airport. This approval will be required prior to building permit issuance.
20. Zoning Ordinance 5.15.05.02.11 – Please depict details on the site plan for existing development on adjacent properties within 200 feet.

21. Zoning Ordinance Section 5.15.05.06 – Please include a vicinity map showing the general arrangement of streets within an area of one thousand (1,000) feet from the boundaries of the proposed planned unit development.
22. Zoning Ordinance Section 5.15.05.09 – Please submit copies of any restrictive covenants that are to be recorded with respect to the property included in the planned development district.

Holiday Inn CUP

23. Zoning Ordinance Section 6.05.04 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
24. Zoning Ordinance Section 6.05.04 – The parking stall count listed in the Operating Statement does not coincide with the parking stall count listed on the CUP Site Plan. Additionally, the CUP Site Plan includes parking statistics for the adjoining lot. Please include only the parking statistics for the subject property of the CUP.
25. General Comment – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District

Residence Inn CUP

26. Zoning Ordinance Section 6.05.04 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
27. Zoning Ordinance Section 6.05.04 – The parking stall count listed in the Operating Statement does not coincide with the parking stall count listed on the CUP Site Plan. Additionally, the CUP Site Plan includes parking statistics

for the adjoining lot. Please include only the parking statistics for the subject property of the CUP.

28. General Comment – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District

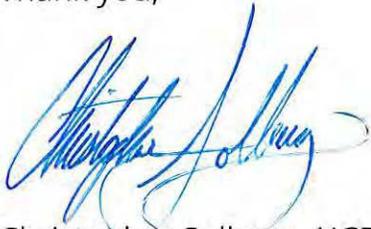
General Development Comments

29. Design Review – 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 Southport East Design Guidelines prior to building permit approval. The full design review process will be conducted outside of the PUD and CUP approval processes, with the exception of the review of the preliminary landscaping plan. Please see the attached comments from the City's third-party Design Review Architect regarding the landscaping plan.
30. Please add parking lot light pole locations to the landscaping plans of the PUD/CUP plan sets in order to ensure there are no conflicts with the planting plan as presented.
31. Landscaping plans were submitted in relation to each of the proposed hotels, but not for the development as a whole. Please submit a Preliminary PUD Landscaping Plan for the entirety of the development that conforms to Section 7.17 of the Zoning Ordinance and the Southport East Design Guidelines.
32. Although the design review process will be conducted outside of the PUD/CUP process, colored versions of the draft elevations are included as exhibits within the CUP. Please include colored versions of the draft elevations with your next submittal.
33. A draft of the Conditional Use Permit for each of the proposed hotels 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:

Justin Hernandez, REV Development
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
Garrett Delgado, Engineer Assistant – City of La Vista

Christopher Solberg

From: Steve Thornburg <sthornburg@papillion.org>
Sent: Wednesday, June 7, 2023 10:36 AM
To: Christopher Solberg
Subject: RE: [EXT] RE: [EXT] REV Development

Correct, they would lose the parking spaces, that is all.

Steve Thornburg

City of Papillion | Fire Marshal

10727 Chandler Rd. La Vista NE 68128

www.Papillion.org

O : 402-829-1398 | M : 402-943-8266



Papillion
Feels Like Home

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From: Christopher Solberg <csolberg@cityoflavista.org>
Sent: Wednesday, June 7, 2023 10:20 AM
To: Steve Thornburg <sthornburg@papillion.org>
Subject: [EXT] RE: [EXT] REV Development

If they add an entrance at that point, in addition to the two existing ones, that would work too, right? The existing point on 123rd is the main logical traffic flow to Lot 1.

Christopher Solberg, AICP

City of La Vista | Deputy Community Development Director

From: Steve Thornburg <sthornburg@papillion.org>
Sent: Wednesday, June 7, 2023 10:11 AM
To: Christopher Solberg <csolberg@cityoflavista.org>
Subject: RE: [EXT] REV Development

Chris,

The code sections for the comment are NFPA 1 18.2.3.3 and IFC D106.3. The IFC appendix is not adopted in La Vista but gives guidance on measuring the distance between access points. If the access point moves to the west on 123rd to the corner, they meet the separation that would be acceptable.

Steve Thornburg

City of Papillion | Fire Marshal

10727 Chandler Rd. La Vista NE 68128

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From: Christopher Solberg <csolberg@cityoflavista.org>

Sent: Wednesday, June 7, 2023 8:47 AM

To: Steve Thornburg <sthornburg@papillion.org>

Cc: Cale Brodersen <cbrodersen@cityoflavista.org>

Subject: [EXT] REV Development

Good Morning Steve,

We are working on the comment letter to REV Development for their proposed PUD in our Southport East area. Can you please provide me with the code reference number in relation to your comment (attached) so that I can include it in the review letter?

Thanks,

Christopher Solberg, AICP

City of La Vista | Deputy Community Development Director

402.593.6400 (Office)

8116 Park View Blvd. | La Vista, NE 68128

CityofLaVista.org

Accountability | Integrity | Public Service

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June 6, 2023

Mr. Chris Solberg
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

RE: Southport East - Port Grace & 123rd Landscape Review - Design Review Letter #1

Dear Chris:

This letter shall provide recommendations and/or corrections for the Applicant's submittal containing drawings received on 5/23/2022. For tracking purposes, I have noted deficiencies in the submittal package below, and where appropriate, the corresponding requirements outlined in the Southport East Design Guidelines.

General:

1. The following drawings were submitted:
 - a. L1.0 Landscape Plan
2. Additional reviews regarding landscaping will take place at the time of Design Review Submission for each building within this PUD with regard to specific requirements regarding the softening of areas around dumpster enclosures, screening of utilities, screening of mechanical equipment, etc.

Drawings:

1. Landscaping
 - i. No site dimensions are included to determine compliance with 6.1.D, which requires ten (10) foot wide landscaped, turfed (sodded or seeded) and irrigated green space along all interior lot lines shown in Appendix E.
 - ii. Per appendix G, the following proposed plants are not included in the approved list:
 1. Autumn Blaze Maple
 2. Bloodgood London Plane Tree
 3. Silver Linden
 4. Maney Juniper
 5. Karl Foerster Feather Reed GrassRevise to comply with Appendix G.
 - iii. Per Appendix G, trees shall have a minimum caliper of 3". Trees proposed on plant schedule have a caliper ranging from 2 to 2.5". Revise to comply with Appendix G.

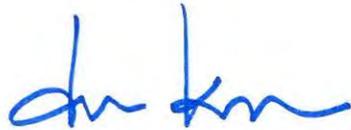
Please notify the Applicant of the review comments above and request clarification and/or resubmittal as the case may be. Please remind the Applicant to properly date all resubmittals. Southport East Design Guideline Requirements not specifically discussed above are in compliance but subject to further review pending resubmittal.

Please feel free to contact me regarding additional clarifications or questions.

(402) 431-6377 direct
dkerns@schemmer.com

Sincerely,

THE SCHEMMER ASSOCIATES, INC.

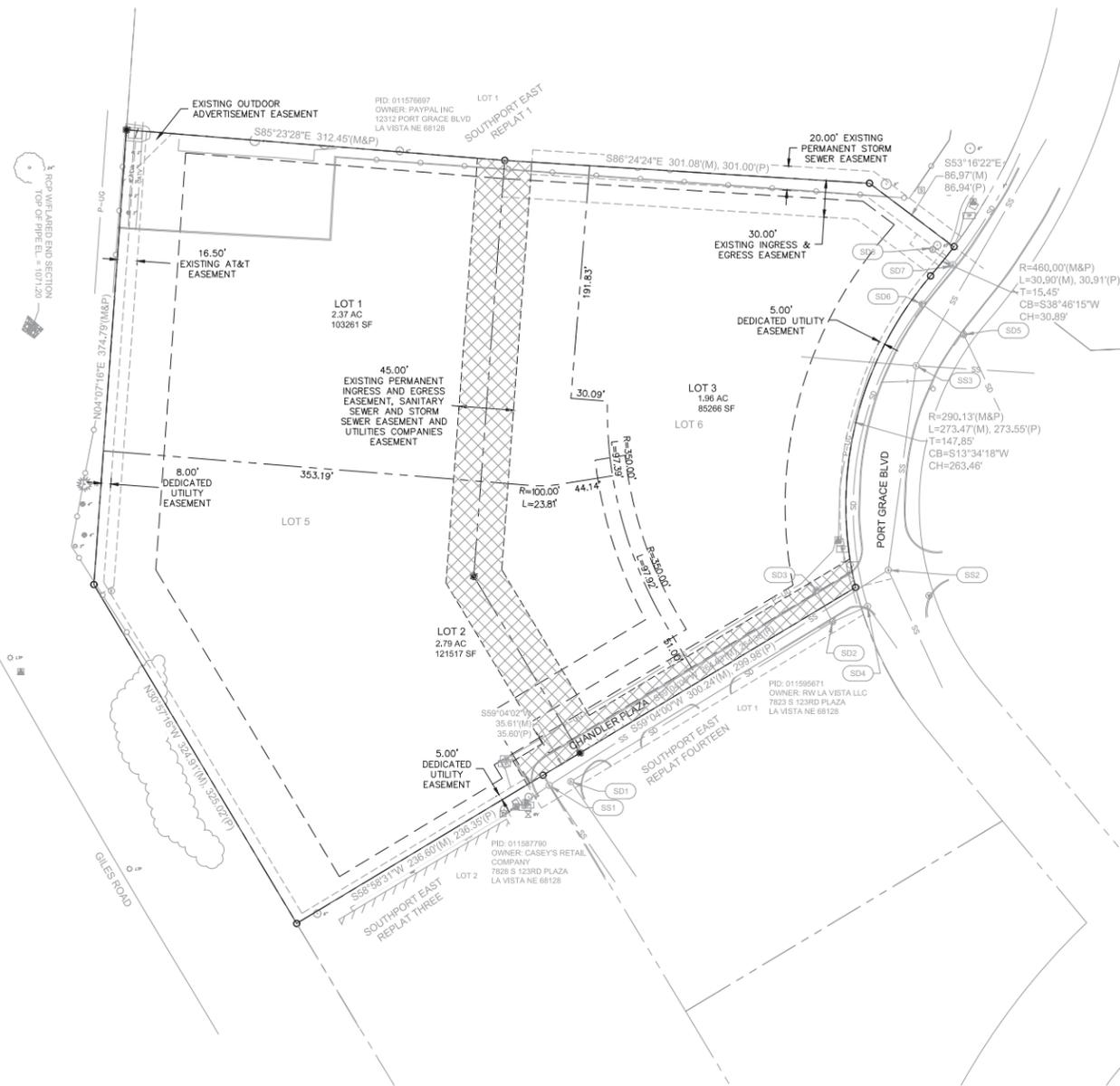
A handwritten signature in blue ink, appearing to read "Dan Kerns". The signature is fluid and cursive, with the first name "Dan" and the last name "Kerns" clearly distinguishable.

Dan Kerns, AIA, NCARB
Principal
Executive Manager, Architecture
Commercial Market Leader

SOUTHPORT EAST REPLAT FIFTEEN

LOTS 1 THRU 3

BEING A REPLAT OF SOUTHPORT EAST LOTS 5 & 6
A PLATTED AND RECORDED SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18,
TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., LA VISTA, SARPY COUNTY, NEBRASKA



LEGEND

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

EXISTING ZONING

LOTS 5, 6	ZONING	DESC.
	C-3	COMMERCIAL

PROPOSED ZONING

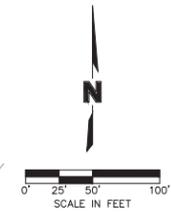
LOTS 1 THRU 3	ZONING	DESC.
	C-3/FUD	COMMERCIAL

DEVELOPER	SURVEYOR	ENGINEER
DEREK ZIMMERMAN REV DEVELOPMENT 1000 O STREET, SUITE 102 LINCOLN, NE 68508	TERRY ROTHANZL OLSSON 2111 S. 67TH STREET, SUITE 200 OMAHA, NE 68106	BRIAN EMMERICH OLSSON 2111 S. 67TH STREET, SUITE 200 OMAHA, NE 68106

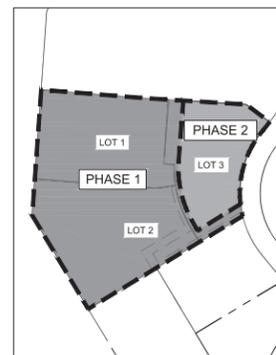
SURVEY CERTIFICATION

TERRY ROTHANZL, L.S.

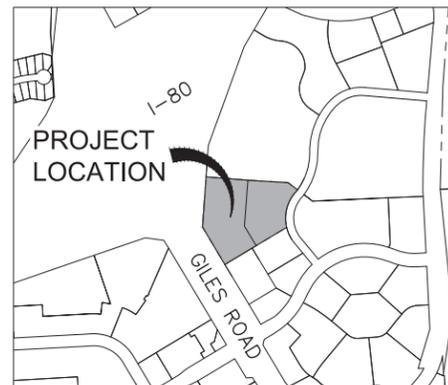
CITY OF LA VISTA PLAT APPROVAL



- | | | |
|--|--|---|
| <p>SS1 SANITARY MANHOLE
RIM EL. = 1073.64
12" PVC (NE) = 1060.88
12" PVC (SE) = 1060.92
6" PVC (SW) = 1060.94</p> <p>SS2 SANITARY MANHOLE
RIM EL. = 1066.27
12" PVC (NE) = 1055.22
12" PVC (SE) = 1055.27
12" PVC (WSW) = 1055.92</p> <p>SS3 SANITARY MANHOLE
RIM EL. = 1062.62
12" PVC (NE) = 1052.07
12" PVC (E) = 1052.16
12" PVC (SSW) = 1052.17
12" PVC (W) = 1052.11</p> | <p>SD1 STORM MANHOLE
RIM EL. = 1073.36
32" RCP (NE) = 1066.76
32" RCP (SE) = 1066.78
6" PVC (SW) = 1060.94</p> <p>SD2 STORM MANHOLE
RIM EL. = 1067.60
18" RCP (NW) = 1062.29
36" RCP (NE) = 1061.32
32" RCP (SW) = 1061.60</p> <p>SD3 STORM MANHOLE
RIM EL. = 1067.41
12" RCP (SE) = 1063.11</p> <p>SD4 STORM MANHOLE
RIM EL. = 1066.49
38" RCP (NW) = 1060.98
18" RCP (SE) = 1061.51
36" RCP (SW) = 1061.19</p> | <p>SD5 STORM MANHOLE
RIM EL. = 1061.89
12" RCP (SE) = 1058.33
18" RCP (NW) = 1057.45</p> <p>SD6 STORM MANHOLE
RIM EL. = 1061.97
36" RCP (NE) = 1055.98
38" RCP (SE) = 1056.13
18" RCP (E) = 1057.07</p> <p>SD7 STORM MANHOLE
RIM EL. = 1061.37
48" RCP (NE) = 1052.75
38" RCP (SW) = 1053.62
36" RCP (NNW) = 1053.02</p> <p>SD8 STORM MANHOLE
RIM EL. = 1059.29
36" RCP (ESE) = 1053.66</p> |
|--|--|---|



PHASING MAP



VICINITY MAP
NOT TO SCALE



EXISTING ZONING MAP
NOT TO SCALE

DWG: F:\2023\00001-00000\003-000212\14-Design\AutoCAD\Preliminary Plans\Sheets\ONC\VC_FL_02300212.dwg USER: rmeef
 DATE: Jun 13, 2023 2:19pm C:\PBD\02300212 C:\PBD\02300212 C:\PBD\02300212

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

REV. NO.	DATE	REVISIONS DESCRIPTION

COVER SHEET
PRELIMINARY PLAT SUBMITTAL

SOUTHPORT EAST
PORT GRACE BLVD & S. 123RD PLAZA

LA VISTA, NE

Drawn by: KJ

Checked by: BE

Approved by: EW

QA/QC by: EW

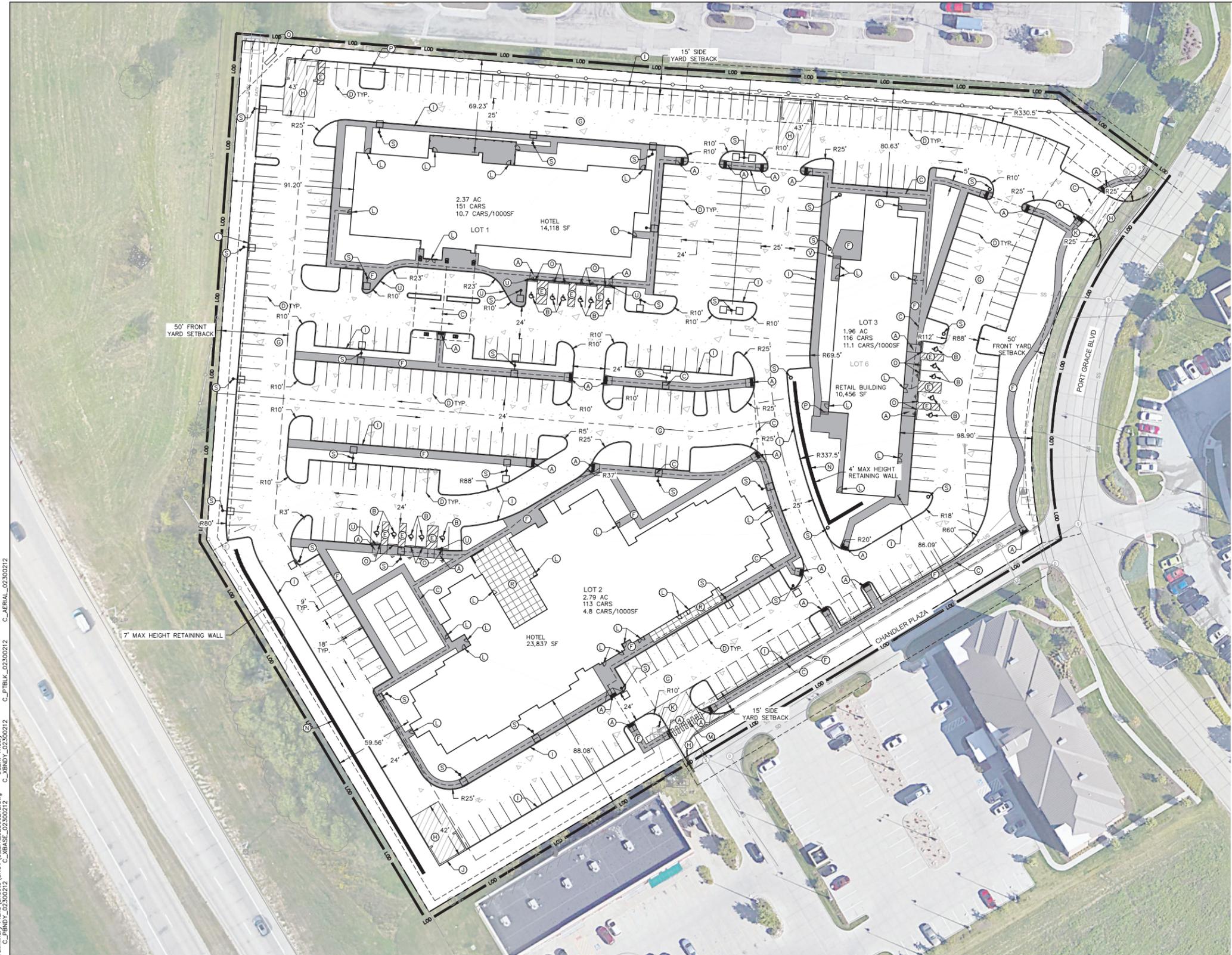
Project no.: 02300212

Drawing no.: 061323

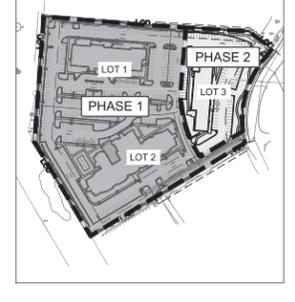
Date: 06/13/23

SHEET
C0,0

USER: rmeely C:\JRD\1_02300212 C:\PTBLK_02300212 C:\REVAL_02300212
 DWG: F:\2023\00001-00000\023-000212\40-Design\AutoCAD\Pre\Site\02300212.dwg C:\JRD\1_02300212 C:\PTBLK_02300212 C:\REVAL_02300212
 DATE: Jul 27, 2023 2:35pm



VICINITY MAP
(NOT TO SCALE)



PHASING MAP

SITE KEY NOTES	
(A)	CONSTRUCT CURB RAMP PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS. REFERENCE CITY OF OMAHA STANDARD PLATE 500-82.
(B)	INSTALL ADA PARKING STALL AND ASSOCIATED STRIPING AND SIGNAGE PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS.
(C)	PROPOSED ADA ACCESSIBLE ROUTE PER ADA REGULATIONS AND LOCAL JURISDICTIONAL REQUIREMENTS.
(D)	INSTALL 4-INCH WHITE PAVEMENT STRIPING. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
(E)	INSTALL 4-INCH WHITE PAVEMENT STRIPING AT 45°, 2-FOOT O.C. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
(F)	CONSTRUCT 4-INCH THICK P.C. SIDEWALK. REFERENCE CITY OF OMAHA STANDARD PLATE 503-01.
(G)	CONSTRUCT 6-INCH THICK STANDARD DUTY P.C. CONCRETE PAVEMENT.
(H)	CONSTRUCT 8-INCH DRIVE ENTRANCE APRON HEAVY DUTY P.C. CONCRETE PAVEMENT.
(I)	CONSTRUCT TYPE 'A' INTEGRAL CURB AND GUTTER PER CITY OF OMAHA STANDARD PLATE 500-01.
(J)	TRASH ENCLOSURE. REFERENCE ARCHITECTURAL PLANS. CONSTRUCT HEAVY DUTY PAVEMENT APRON AS SHOWN ON PLAN.
(K)	INSTALL STOP SIGN PER MUTCD STANDARDS AND PER CITY OF OMAHA STANDARD PLATES 906-03 AND 906-04. REFERENCE DETAIL SHEET.
(L)	STRUCTURAL STOOP AND DOOR. REFERENCE ARCHITECTURAL PLANS FOR EXACT LOCATION, SIZE, AND SLOPE.
(M)	INSTALL 24-INCH WHITE CROSSWALK PAVEMENT STRIPING. REFERENCE DETAIL SHEET. PAINT SHALL MEET OR EXCEED CITY OF OMAHA STANDARD SPECIFICATIONS (TYP.)
(N)	CONSTRUCT RETAINING WALL WITH RAILING WHERE REQUIRED PER CODE. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL PROVIDE ALL NECESSARY RETAINING WALL DESIGNS WHICH SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER. CONTRACTOR SHALL COORDINATE WITH OWNER AND ARCHITECT FOR APPROVAL OF FINAL WALL MATERIAL TYPE, STYLE AND COLOR PRIOR TO CONSTRUCTION. ALL FINAL WALL DESIGNS, PLANS AND MATERIAL INFORMATION SHALL BE SUBMITTED TO THE PROJECT ENGINEER FOR DOCUMENTATION PURPOSES ONLY. FINAL DESIGN TO BE PROVIDED ON PERMIT PLANS.
(O)	INSTALL PRECAST CONCRETE WHEEL STOP. REFERENCE DETAIL SHEET.
(P)	CONSTRUCT P.C. CONCRETE FLUME. REFERENCE DETAIL SHEET.
(Q)	PROPOSED DEVELOPMENT MONUMENT SIGN.
(R)	STAMPED DECORATIVE PAVEMENT. ARCHITECT TO COORDINATE WITH OWNER FOR FINAL DESIGN.
(S)	LIGHT POLE AND BASE. REFERENCE SITE LIGHTING PLAN.
(T)	CONSTRUCT KEVED JOINT PER CITY OF OMAHA STANDARD PLATE 501-01. 2'-6" NO 5. TIE BARS TO BE PROVIDED AT 3' ON CENTER.
(U)	TRANSITION CURB FROM 6-INCH TO 0-INCH OVER 6-FOOT. REFERENCE SPOT ELEVATION PLAN.
(V)	CONSTRUCT STEPS WITH RAILING.

NOTE:
 - ALL DIMENSIONS SHOWN ARE BACK OF CURB
 - ALL RADII ARE 3' UNLESS OTHERWISE NOTED
 - TYPICAL PARKING STALLS ARE 9'X18' UNLESS OTHERWISE NOTED
 - ALL ADA STALLS ARE 8'X18'
 - ADA LOADING ZONES ARE 5'X18' OR 8'X18' FOR VAN ACCESSIBLE

SITE INFORMATION TABLE	
LEGAL DESCRIPTION:	SOUTHPORT EAST REPLAT 15 LOTS 1, 2, 3 SE 1/4 SEC 18 T4N 14N R12
EXISTING ZONING:	C-3/GATEWAY CORRIDOR DISTRICT
PROPOSED ZONING:	C-3/PUD/GATEWAY CORRIDOR DISTRICT
SETBACKS:	
FRONT YARD:	25'-0"
FRONT YARD: (PARKING PRESENT IN FRONT YARD)	50'-0"
SIDE YARD:	15'-0"
REAR YARD:	15'-0"
BUILDING COVERAGE:	15%
IMPERVIOUS COVERAGE:	62%
BUILDING HEIGHT:	70'-0" MAX
PARKING REQUIREMENTS:	
REQUIRED: (LOT 1)	119 STALLS (1 PER RENTAL UNIT; 119 UNITS; 5 STORIES; REQUIRES 119 STALLS)
PROVIDED: (LOT 1)	ON-SITE PARKING: 151 STALLS (10.7 CARS PER 1,000 SF)
REQUIRED: (LOT 2)	112 STALLS (1 PER RENTAL UNIT; 112 UNITS; 5 STORIES; REQUIRES 112 STALLS)
PROVIDED: (LOT 2)	ON-SITE PARKING: 113 STALLS (4.8 CARS PER 1,000 SF)
REQUIRED: (LOT 3)	53 STALLS (1 PER 200 SF; 10456 SF; REQUIRES 53 STALLS)
PROVIDED: (LOT 3)	ON-SITE PARKING: 116 STALLS (11.1 CARS PER 1,000 SF)
TOTAL REQUIRED:	284 STALLS
TOTAL PROVIDED:	380 STALLS
ACCESSIBLE PARKING:	
REQUIRED: (LOT 1)	6 (INCLUDING 1 VAN ACCESSIBLE STALL)
PROVIDED: (LOT 1)	6 (INCLUDING 1 VAN ACCESSIBLE STALL)
REQUIRED: (LOT 2)	5 (INCLUDING 1 VAN ACCESSIBLE STALL)
PROVIDED: (LOT 2)	5 (INCLUDING 1 VAN ACCESSIBLE STALL)
REQUIRED: (LOT 3)	5 (INCLUDING 1 VAN ACCESSIBLE STALL)
PROVIDED: (LOT 3)	5 (INCLUDING 1 VAN ACCESSIBLE STALL)
REQUIRED:	16 (INCLUDING 3 VAN ACCESSIBLE STALLS)
PROVIDED:	16 (INCLUDING 3 VAN ACCESSIBLE STALLS)



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 Omaha, NE 68106
 TEL: 402.341.1116
 www.olson.com

REVISIONS

REV. NO.	DATE	REVISION DESCRIPTION

SITE PLAN
 PRELIMINARY PLAT SUBMITTAL

SOUTHPORT EAST
 PORT GRACE BLVD & S. 123RD PLAZA

LA VISTA, NE

2023

drawn by: KS

checked by: BE

approved by: EW

QA/QC by: EW

project no.: 02300212

drawing no.: 02300212

date: 06/13/23

SHEET
 C3.0

DIVISION 26 - ELECTRICAL SPECIFICATIONS

SECTION 26100 - GENERAL PROVISIONS

GENERAL REQUIREMENTS

ALL REQUIREMENTS UNDER DIVISION ONE AND THE GENERAL AND SUPPLEMENTARY CONDITIONS OF THESE SPECIFICATIONS SHALL BE A PART OF THIS SECTION. EACH CONTRACTOR SHALL BE RESPONSIBLE TO BECOME THOROUGHLY FAMILIAR WITH ALL ITS CONTENTS AS TO REQUIREMENTS WHICH AFFECT THIS DIVISION OR SECTION. THE WORK REQUIRED UNDER THIS SECTION INCLUDES ALL MATERIAL, EQUIPMENT, APPLIANCES, AND LABOR REQUIRED TO COMPLETE THE ENTIRE SYSTEM AS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS, OR REASONABLY INFERRED TO BE NECESSARY TO FACILITATE EACH SYSTEMS FUNCTIONING AS INDICATED BY THE DESIGN AND THE EQUIPMENT SPECIFIED.

INSPECTION OF SITE

THE CONTRACTOR SHALL PERSONALLY INSPECT THE SITE OF THE PROPOSED WORK AND BECOME FULLY INFORMED AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. FAILURE TO DO SO WILL NOT BE CONSIDERED SUFFICIENT JUSTIFICATION TO REQUEST OR OBTAIN EXTRA COMPENSATION OVER AND ABOVE THE CONTRACT PRICE.

MATERIAL AND WORKMANSHIP

ALL MATERIAL AND APPARATUS SHALL BE NEW AND IN FIRST CLASS CONDITION. ALL MATERIAL AND APPARATUS SHALL HAVE MARKINGS OR A MANIPULATE IDENTIFYING THE MANUFACTURER AND PROVIDING SUFFICIENT REFERENCE TO ESTABLISH QUALITY, SIZE AND CAPACITY. ALL WORKMANSHIP SHALL BE OF THE FINEST POSSIBLE BY EXPERIENCED MECHANICS OF THE PROPER TRADE. IN GENERAL, ALL MATERIALS AND EQUIPMENT SHALL BE OF COMMERCIAL SPECIFICATION GRADE IN QUALITY, LIGHT DUTY AND RESIDENTIAL TYPE EQUIPMENT WILL NOT BE ACCEPTABLE. ALL HOISTS, SCAFFOLDS, STAGING, RUNWAYS, TOOLS, MACHINERY AND EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE ELECTRICAL WORK SHALL BE FURNISHED BY THIS CONTRACTOR. MATERIAL AND EQUIPMENT SHALL BE STORED AND MAINTAINED IN CLEAN CONDITION, AND PROTECTED FROM WEATHER, MOISTURE, AND PHYSICAL DAMAGE.

COORDINATION

THE CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS AND SUBCONTRACTORS SO THAT VARIOUS COMPONENTS OF THE ELECTRICAL SYSTEMS WILL BE INSTALLED AT THE PROPER TIME, WILL FIT THE AVAILABLE SPACE AND WILL ALLOW PROPER SERVICE ACCESS TO ALL EQUIPMENT. THE CONTRACTOR SHALL REFER TO ARCHITECTURAL, STRUCTURAL AND CIVIL DRAWINGS AND TO RELEVANT EQUIPMENT DRAWINGS TO DETERMINE THE EXTENT OF CLEAR SPACE. THE CONTRACTOR SHALL MAKE ALL OFFSETS REQUIRED TO CLEAR EQUIPMENT, MATERIAL AND EQUIPMENT SHALL BE STORED AND MAINTAINED IN CLEAN CONDITION, AND PROTECTED FROM WEATHER, MOISTURE, AND PHYSICAL DAMAGE.

SUBMITTALS

SUBMIT ELECTRONIC VERSION OF SHOP DRAWINGS AND PRODUCT DATA ON ALL ELECTRICAL EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR.

TITLE EACH DRAWING WITH PROJECT NAME AND NUMBER, IDENTIFY EACH ELEMENT OF DRAWINGS BY REFERENCE TO SHEET NUMBER AND DETAIL, OR SCHEDULE CONTRACT DOCUMENTS.

SEQUENTIALLY NUMBER SUBMITTALS ACCORDING THEIR SPECIFICATION SECTION NUMBER. REVISED SUBMITTALS SHOULD INCLUDE ORIGINAL NUMBER AND A SEQUENTIAL ALPHABETIC SUFFIX.

CONTRACTOR AND SUPPLIER SHALL REVIEW AND STAMP AND SIGN SUBMITTALS PRIOR TO TRANSMITTAL; DETERMINE AND VERIFY FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MANUFACTURERS CATALOG NUMBERS AND COMPLIANCE OF SUBMITTAL WITH REQUIREMENTS OF CONTRACT DOCUMENTS. IDENTIFY IN WRITING AT TIME OF SUBMITTAL OF ANY DEVIATIONS FROM REQUIREMENTS OF CONTRACT DOCUMENTS.

MARK DIMENSIONS AND VALUES IN UNITS TO MATCH THOSE SPECIFIED.

MARK ANY FEATURES/OPTIONS BEING PROVIDED, DELETE OR PUT A LINE THROUGH FEATURES/OPTIONS THAT ARE NOT BEING PROVIDED.

DO NOT FABRICATE OR ORDER PRODUCTS OR BEGIN WORK THAT REQUIRES SUBMITTALS UNTIL APPROVAL OF SUBMITTAL.

APPROVAL OF EQUIPMENT DOES NOT CONSTITUTE APPROVAL OF EQUIPMENT, COMPONENTS, ETC., THAT NO INFORMATION IS FURNISHED TO SHOW COMPLIANCE WITH CONTRACT DOCUMENTS.

CONTRACTOR SHALL PAY A SHOP DRAWING REVIEW FEE OF \$100.00 TO THE ENGINEER, FOR EACH SHOP DRAWING REVIEW AFTER TWO REVIEWS THAT ARE MARKED "RETURNED FOR CORRECTIONS" BY THE ENGINEER.

SUBSTITUTIONS

THE OWNER SHALL BE THE SOLE AND FINAL JUDGE AS TO THE SUITABILITY OF ITEMS SUBSTITUTED FOR THOSE SPECIFIED. REQUESTS FOR SUBSTITUTIONS SHALL BE SUBMITTED NO LATER THAN TEN (10) DAYS PRIOR TO THE DAY OF BID OPENING. IF PRIOR APPROVAL IS NOT GRANTED, EQUIPMENT SHALL BE FURNISHED AS SPECIFIED OR AS SHOWN ON THE PLANS.

THE ENTIRE COST OF ALL CHANGES OF ANY TYPE DUE TO SUBSTITUTIONS FOR MATERIALS SPECIFIED SHALL BE BORNE BY THE CONTRACTOR AT NO COST TO THE OWNER AND SHALL REMBURSE OTHER TRADES OF ADDITIONAL COST DUE TO SUBSTITUTION.

DOCUMENT EACH REQUEST WITH COMPLETE DATA SUBSTANTIATING COMPLIANCE OF PROPOSED SUBSTITUTION WITH CONTRACT DOCUMENTS.

REQUEST CONSTITUTES A REPRESENTATION THAT CONTRACTOR:

- 1. HAS INVESTIGATED PROPOSED PRODUCT AND DETERMINED THAT IT MEETS OR EXCEEDS, IN ALL RESPECTS, SPECIFIED PRODUCT.
2. WILL PROVIDE THE SAME WARRANTY FOR SUBSTITUTION AS FOR SPECIFIED PRODUCT.
3. WILL COORDINATE INSTALLATION AND MAKE OTHER CHANGES THAT MAY BE REQUIRED FOR WORK TO BE COMPLETE IN ALL RESPECTS.
4. MAKES CLAIMS FOR ADDITIONAL COSTS OR TIME EXTENSION THAT MAY SUBSEQUENTLY BECOME APPARENT.
5. WILL REMBURSE OWNER FOR REVIEW OR REDESIGN SERVICES ASSOCIATED WITH RE-APPROVAL BY AUTHORITIES.
SUBSTITUTIONS WILL NOT BE CONSIDERED WHEN THEY ARE INDICATED OR IMPLIED ON SHOP DRAWING OR PRODUCT DATA SUBMITTALS WITHOUT SEPARATE WRITTEN REQUEST, OR WHEN ACCEPTANCE WILL REQUIRE SUBSTANTIAL REVISION OF CONTRACT DOCUMENTS.

DIMENSIONS AND LAYOUTS

THE DRAWINGS ARE SCHEMATIC IN NATURE, BUT SHOW THE VARIOUS COMPONENTS OF THE SYSTEMS APPROXIMATELY TO SCALE AND ATTEMPT TO INDICATE HOW THEY ARE TO BE INTEGRATED WITH OTHER PARTS OF THE SITE. FIGURED DIMENSIONS SHALL BE TAKEN IN PREFERENCE TO SCALE DIMENSIONS. DETERMINE EXACT LOCATIONS BY JOB MEASUREMENTS, BY CHECKING THE REQUIREMENTS OF OTHER TRADES, AND BY REVIEWING ALL CONTRACT DOCUMENTS. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ERRORS WHICH COULD HAVE BEEN AVOIDED BY PROPER CHECKING AND INSPECTION.

ORDINANCES AND CODES

CONTRACTOR'S PERFORMANCE, WORKMANSHIP AND MATERIALS SHALL COMPLY WITH NATIONAL FIRE PROTECTION ASSOCIATION CODES, STATE AND LOCAL BUILDING CODES, AND/OR ALL OTHER APPLICABLE CODES AND ORDINANCES. CONTRACTOR SHALL COMPLY WITH RULES AND REGULATIONS OF PUBLIC UTILITIES AND MUNICIPAL DEPARTMENTS AFFECTED BY CONNECTION OF SERVICES. OBTAIN AND PAY FOR ALL PERMITS. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY VIOLATION OF THE LAW. CONTRACTOR SHALL MAINTAIN ALL NECESSARY SIGNAL LIGHTS AND GUARDS FOR THE SAFETY OF THE PUBLIC.

ADJUSTING, ALIGNING AND TESTING

ALL ELECTRICAL EQUIPMENT ON THIS PROJECT FURNISHED UNDER THIS DIVISION AND ALL ELECTRICAL EQUIPMENT FURNISHED BY OTHERS SHALL BE ADJUSTED, ALIGNED AND TESTED FOR PROPER OPERATION BY THE ELECTRICAL CONTRACTOR. COMPLETE WIRING SYSTEMS SHALL BE FREE FROM SHORT CIRCUITS.

GUARANTEE

GUARANTEE AGAINST DEFECTIVE WORKMANSHIP AND MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL PAYMENT. GUARANTEE SHALL INCLUDE MATERIAL TO BE REPLACED AND ALL LABOR REQUIRED.

SECTION 26050 - ELECTRICAL SERVICE AND GROUNDING

ELECTRICAL SERVICE

SEE DRAWINGS FOR TYPE, SIZE, VOLTAGE, PHASE, AND RELATED REQUIREMENTS.

GROUNDING

THE ELECTRICAL SERVICE AND SIMILAR CONDUCTING SURFACES IN THIS CONTRACT WHICH REQUIRE GROUNDING SHALL BE PERMANENTLY AND EFFECTIVELY GROUNDED BY THIS CONTRACTOR IN A THOROUGH AND EFFICIENT MANNER IN CONFORMANCE TO THE NATIONAL ELECTRICAL CODE. ALL CIRCUITS SHALL HAVE SEPARATE GREEN GROUND CONDUCTOR ROUTED WITH PHASE CONDUCTORS.

SECTION 26010 - WIRE

ALL WIRE SHALL HAVE COPPER CONDUCTORS, WITH U.L. LABEL, AND 600 VOLT INSULATION. ALL WIRE SHALL BE RUN IN CONDUIT. SERVICE ENTRANCE CABLE SHALL BE TYPE USE, THINW OR XHHW WITH STRANDED CONDUCTORS. ALL FEEDER AND BRANCH CIRCUIT WIRE #8 AWG AND LARGER SHALL BE TYPE THINW OR XHHW, BOTH WITH STRANDED CONDUCTORS. ALL WIRE #10 AWG AND SMALLER SHALL BE TYPE THINW (WET OR DAMP LOCATIONS, OR IN CONDUIT BELOW GRADE OR SLAB) OR THIN (DRY LOCATIONS ONLY AND ABOVE GRADE), BOTH WITH SOLID CONDUCTORS. ALL BRANCH CIRCUIT WIRING SHALL BE NOT SMALLER THAN #12 AWG WIRE. CONTROL WIRING SHALL HAVE 600V INSULATION AND BE OF THE PROPER TYPE, SIZE AND NUMBER AS REQUIRED TO ACCOMPLISHED SPECIFIED FUNCTION.

WIRING INSTALLATION

ALL WIRING SHALL BE INSTALLED IN CONDUIT RACEWAYS UNLESS OTHERWISE INDICATED HEREIN. ALL CONDUIT RUNS SHOWN ARE DIAGRAMMATIC. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD. ALL RACEWAYS SHALL BE SIZED PER THE N.E.C. NO CONDUIT SMALLER THAN 1" SHALL BE PERMITTED FOR POWER DISTRIBUTION WIRING. ALL WIRING INSTALLED BELOW CONCRETE SLABS ON GRADE, ALL ABOVE GRADE EXTERIOR WIRING AND ALL WIRING EXPOSED TO MOISTURE OR PHYSICAL DAMAGE SHALL BE INSTALLED IN RIGID STEEL CONDUIT. ALL EXTERIOR UNDERGROUND WIRING TO BE INSTALLED IN RIGID P.V.C. CONDUIT UNLESS OTHERWISE NOTED.

ALL WIRE AND CABLE IN CONDUIT SHALL BE CONTINUOUS WITHOUT TAPS OR SPLICES. ALL SPLICES OR TAPS SHALL OCCUR IN APPROVED BOXES AND ENCLOSURES AND SHALL BE KEPT TO THE MINIMUM REQUIRED, AND SHALL BE MADE UP WITH APPROVED SOLDERLESS CONNECTORS. ALL SPLICES, TAPS, AND JOINTS SHALL BE INSULATED AS REQUIRED BY CODE.

ALL MATERIALS USED TO TERMINATE, SPLICE OR TAP CONDUCTORS SHALL BE DESIGNED FOR, PROPERLY SIZED FOR, AND U.L. LISTED FOR THE SPECIFIC APPLICATION AND CONDUCTORS INVOLVED, AND SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, USING THE MANUFACTURER'S RECOMMENDED TOOLS.

WHERE WIRING IS INDICATED TO BE INSTALLED, BUT THE CONNECTION IS INDICATED "NUTURE" OR "BY OTHERS", CONTRACTOR SHALL LEAVE A MINIMUM OF 3 FEET OF "DIGITAL" AT THE BOX, TAP THE ENDS OF THE CONDUCTORS, AND COVER THE BOX.

CONDUCTORS SHALL HAVE INSULATION OF THE PROPER COLOR TO MATCH NEC COLOR CODE SYSTEM AND IN THE TABLE BELOW. IN LARGER WIRE SIZES WIRE PROPERLY COLORED INSULATION IS NOT AVAILABLE, THE CONTRACTOR SHALL USE VINYL PLASTIC ELECTRICAL PAPE OF THE APPROPRIATE COLOR AROUND EACH CABLE AT ALL TERMINATION POINTS, JUNCTION AND PULL BOXES.

SYSTEM VOLTAGE, CONDUCTOR TYPE, COLOR:

Table with 2 columns: Color and Phase. Rows: BLACK (PHASE A), RED (PHASE B), BLUE (PHASE C), WHITE (NEUTRAL), GREEN (EQUIPMENT GROUND)

ALL TERMINAL BLOCKS AND WIRE TERMINALS FOR CONTROL WIRING SHALL BE PROPERLY NUMBERED FOR IDENTIFICATION WITH VINYL STICK-ON MARKERS OR EQUIVALENT.

ALL RECEPTACLE AND NON-LIGHTING EQUIPMENT BRANCH CIRCUITS SHALL HAVE AN EQUIPMENT GROUND CONDUCTOR INSTALLED IN THE BRANCH CIRCUIT RACEWAY, SIZED IN ACCORDANCE WITH NEC TABLE 250.66.

VOLTAGE DROP IN BRANCH CIRCUITS SHALL NOT EXCEED 3%.

SECTION 26053 - RACEWAYS

GENERAL REQUIREMENTS

ALL CONDUIT SHALL BE RUN CONCEALED EXCEPT WHERE OTHERWISE NOTED. ALL CONDUIT RUN UNDERGROUND SHALL BE PVC SCHEDULE 40. ALL CONDUIT EXPOSED TO WEATHER, OR OTHER HAZARDOUS CONDITIONS SHALL BE RIGID STEEL. ALL OTHER CONDUIT MAY BE THINWALL EMT WHERE APPROVED BY LOCAL CODE.

CONDUIT INSTALLATION

ALL CONDUIT RUNS SHOWN ARE DIAGRAMMATIC. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD. ALL RACEWAYS SHALL BE SIZED PER THE N.E.C. NO CONDUIT SMALLER THAN 1" SHALL BE PERMITTED FOR POWER DISTRIBUTION WIRING.

CONDUIT SHALL BE LOCATED IN GRANULAR FILL BELOW SLABS-ON-GRADE.

VERTICAL FEEDER CONDUITS SHALL BE SECURELY CLAMPED TO STRUCTURAL STEEL MEMBERS ATTACHED TO STRUCTURE. CABLE CLAMPS SHALL BE INSTALLED FOR SUPPORT OF VERTICAL FEEDERS WHERE REQUIRED. CONDUIT SUPPORTS SHALL BE ADDED WITHIN 12" AT ONE END OF ALL BENDS.

CONDUIT ENDS SHALL BE REAMED BEFORE INSTALLATION AND ALL CONDUIT SHALL BE THOROUGHLY CLEANED BEFORE INSTALLATION AND KEPT CLEAN AFTER INSTALLATION. OPENINGS AND BOXES SHALL BE PLUGGED OR COVERED AS REQUIRED TO KEEP CONDUIT CLEAN DURING CONSTRUCTION AND ALL CONDUIT SHALL BE FISHED CLEAR OF OBSTRUCTIONS BEFORE THE PULLING OF WIRES. ALL CONDUIT SHALL BE 3/4" MIN. SIZE FOR PULLING OF WIRE AND SHALL NOT BE SMALLER THAN CODE REQUIREMENTS AND NOT LESS THAN 1" IN SIZE.

ALL ELECTRICAL WORK SHALL BE PROTECTED AGAINST DAMAGE DURING CONSTRUCTION. ANY WORK DAMAGED SHALL BE REPAIRED TO MEET ENGINEERS APPROVAL WITHOUT ADDITIONAL COST TO THE OWNER.

CONDUIT TERMINATIONS AT PANELBOARDS, SWITCHBOARDS, AND JUNCTION BOXES SHALL BE ALIGNED AND INSTALLED TRUE AND PLUMB.

INSTALL APPROVED EXPANSION FITTINGS WHERE CONDUIT PASSES THROUGH EXPANSION JOINTS. INSTALL A PULL WIRE IN EACH EMPTY CONDUIT WHICH IS LEFT BY THE CONTRACTOR FOR INSTALLATION OF WIRES OR CABLES BY OTHERS.

MAKE ALL JOINTS AND CONNECTIONS IN A MANNER WHICH WILL INSURE MECHANICAL STRENGTH AND ELECTRICAL CONTINUITY.

THRU-WIRING OF LIGHT FIXTURES IS NOT PERMITTED.

BUSHINGS AND LOCKNUTS

WHERE CONDUITS ENTER BOXES, THEY SHALL BE RIGIDLY CLAMPED TO THE BOX BY A BUSHING ON THE INSIDE AND A LOCKNUT ON THE OUTSIDE, AND CONDUIT SHALL ENTER THE BOX SQUARELY. BUSHINGS AND LOCKNUTS SHALL BE MADE OF GALVANIZED MALLEABLE IRON AND SHALL HAVE SHARP, CLEAN CUT THREADS. USE INSULATED GROUNDING BUSHINGS WHEREVER CONNECTIONS SUBJECT TO VIBRATION OR MOISTURE.

SECTION 26060 - EXTERIOR LIGHTING

FURNISH AND INSTALL A COMPLETE SITE LIGHTING SYSTEM, WHICH INCLUDES BUT IS NOT LIMITED TO CONCRETE BASES, METAL BOX COVERS, POLES, LUMINAIRE, MOUNTING HARDWARE, CONDUIT, WIRING SYSTEM, AND ELECTRICAL CONNECTIONS.

POLES SHALL BE ANCHOR BASE TYPE FABRICATED OF HIGH STRENGTH STEEL WITH A 4" x 6" GASKETED HAND HOLE AT BASE OF POLE. FACTORY FINISH SHALL BE ELECTROSTATICALLY APPLIED POWDER COAT FINISH, COLOR AS INDICATED IN THE LIGHTING FIXTURE SCHEDULE.

POLE SHALL BE NON-BREAKAWAY TYPE, ROUND DESIGNED TO WITHSTAND 90 MPH WINDS WITH A GUST FACTOR OF 1.3 MPH. MINIMUM. POLE MANUFACTURER SHALL BE AS RECOMMENDED BY LUMINAIRE MANUFACTURER.

LUMINAIRE SHALL BE AS SPECIFIED IN SCHEDULE. PRIOR APPROVAL REQUIRED FOR SUBSTITUTION ALONG WITH PHOTOMETRIC PLAN.

HORIZONTAL LIGHTING CALCULATIONS

Table with 5 columns: AREA, SYMBOL, AVERAGE, MAXIMUM, MINIMUM. Row 1: PARKING, -, -, -, -

NOTES: 1. CALCULATION VALUES ARE IN FOOTCANDLES. 2. CALCULATION POINTS ARE AT GRADE ON THE HORIZONTAL PLANE.

LIGHTING FIXTURE SCHEDULE

Table with 10 columns: ID, DESCRIPTION, MANUFACTURER, CATALOG NO., LAMPS, LOAD, VOLTAGE, MOUNTING, COMMENTS. Rows S1, S2, S3.

SCHEDULE KEYNOTES:

- 1. SEE SHEET S1.01 FOR ARCHITECTURAL AND SITE DESIGN GUIDELINES FOR SOUTHPORT DEVELOPMENT IN LA VISTA, NE (APPENDIX I - SITE LIGHTING-PARKING LOT LIGHTS).
2. PROVIDE POLE ASSEMBLY AS FOLLOWS: POLE - VALMONT CATALOG NO. XGCS 8.85 FT HT 300 P3 SC FP RAL7042 BASE COVER - VALMONT CATALOG NO. BRCAF C H SC FP RAL6009 SINGLE ARM - VALMONT CATALOG NO. #PPTS PA2 1 E2 V5C ASC 3 SC FP RAL6009 DUAL ARM - VALMONT CATALOG NO. #PPTS PA2 2 E2 V5C ASC 3 SC FP RAL6009 FITTER - VALMONT CATALOG NO. #BHC QSM DSPA RAL7042

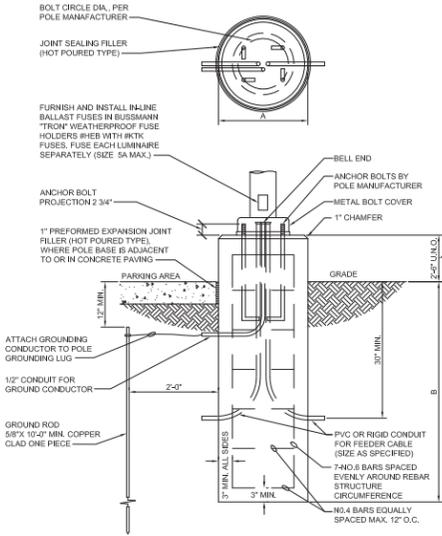
LIGHTING CALCULATIONS LUMINAIRE SCHEDULE

Table with 10 columns: SYMBOLS, LABEL, CATALOG NUMBER, DESCRIPTION, LAMP, FILE, LUMENS, LFL, WATTS, B-U-G. Rows S1, S2, S3.

LIGHTING FOUNDATION DATA

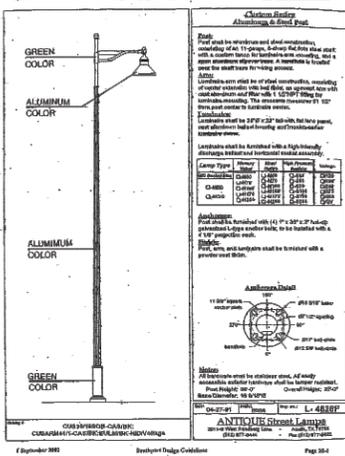
Table with 4 columns: MOUNTING HEIGHT, A, B, STEEL, CONCRETE. Row 1: UP TO 30', 2'-0", 2'-0", 70 LB, 6.81 C.Y. V.S.

CONCRETE CLASS #47B-3000' REINFORCING STEEL: GRADE 60

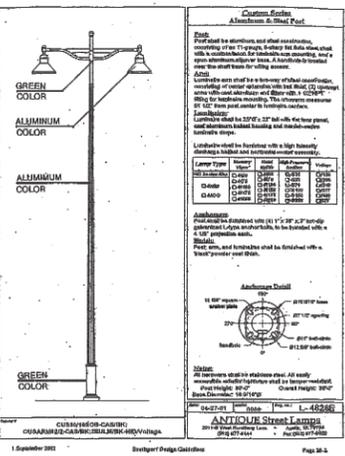


1. PARKING LOT RAISED CONCRETE FOUNDATION (NOT TO SCALE)

30. APPENDIX E Site Lighting - Parking Lot Lights



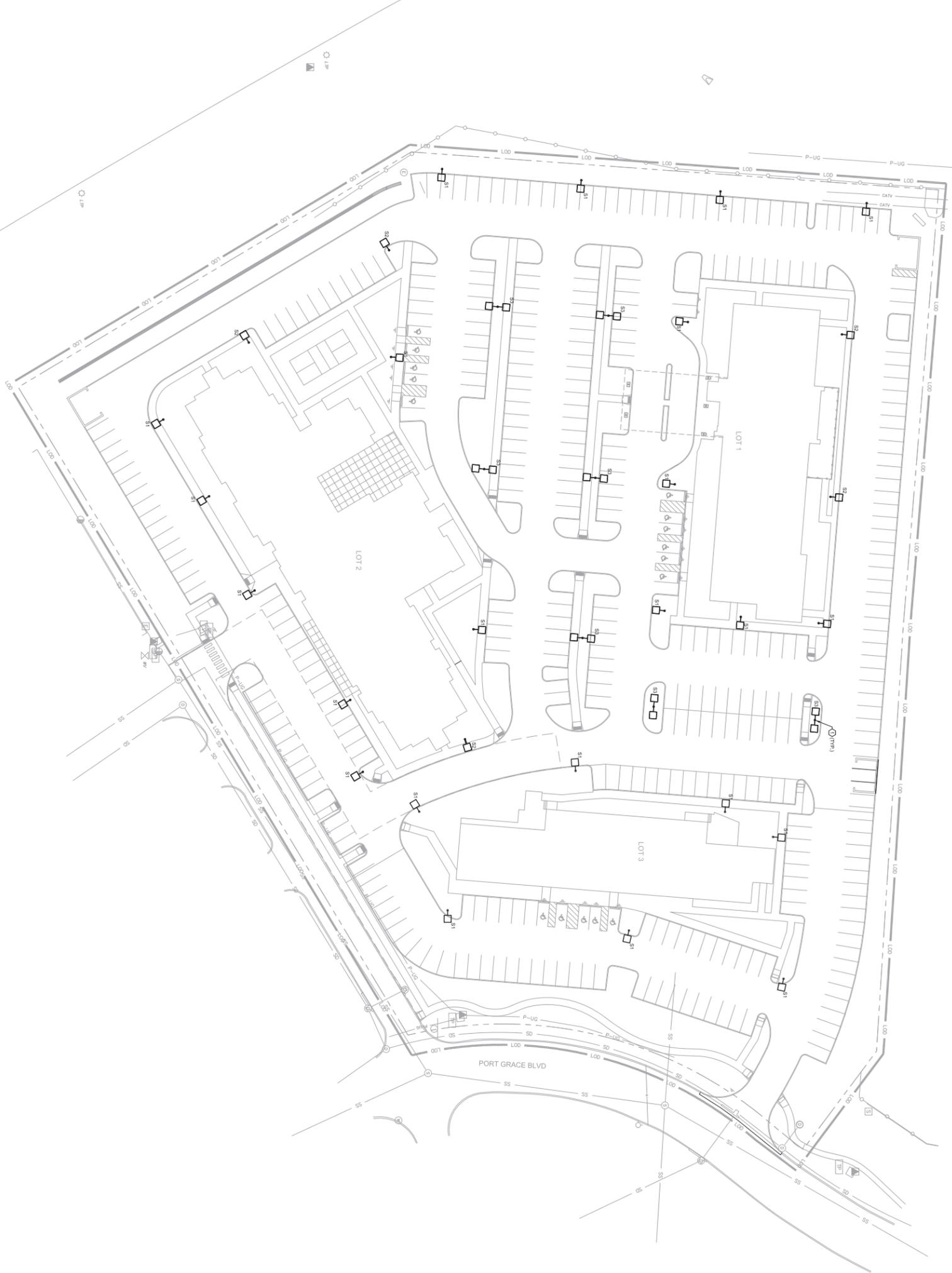
30. APPENDIX E Site Lighting - Parking Lot Lights



SHEET INDEX table with columns: NUMBER, TITLE. Rows: SLO.1, SLO.2, SLO.3.

Vertical text on the left margin: DIVISION 26 - ELECTRICAL SPECIFICATIONS, SECTION 26100 - GENERAL PROVISIONS, GENERAL REQUIREMENTS, INSPECTION OF SITE, MATERIAL AND WORKMANSHIP, COORDINATION, SUBMITTALS, TITLE EACH DRAWING WITH PROJECT NAME AND NUMBER, SEQUENTIALLY NUMBER SUBMITTALS ACCORDING THEIR SPECIFICATION SECTION NUMBER, CONTRACTOR AND SUPPLIER SHALL REVIEW AND STAMP AND SIGN SUBMITTALS PRIOR TO TRANSMITTAL, MARK DIMENSIONS AND VALUES IN UNITS TO MATCH THOSE SPECIFIED, MARK ANY FEATURES/OPTIONS BEING PROVIDED, DO NOT FABRICATE OR ORDER PRODUCTS OR BEGIN WORK THAT REQUIRES SUBMITTALS UNTIL APPROVAL OF SUBMITTAL, APPROVAL OF EQUIPMENT DOES NOT CONSTITUTE APPROVAL OF EQUIPMENT, COMPONENTS, ETC., CONTRACTOR SHALL PAY A SHOP DRAWING REVIEW FEE OF \$100.00 TO THE ENGINEER, SUBSTITUTIONS, THE OWNER SHALL BE THE SOLE AND FINAL JUDGE AS TO THE SUITABILITY OF ITEMS SUBSTITUTED FOR THOSE SPECIFIED, THE ENTIRE COST OF ALL CHANGES OF ANY TYPE DUE TO SUBSTITUTIONS FOR MATERIALS SPECIFIED SHALL BE BORNE BY THE CONTRACTOR AT NO COST TO THE OWNER, DOCUMENT EACH REQUEST WITH COMPLETE DATA SUBSTANTIATING COMPLIANCE OF PROPOSED SUBSTITUTION WITH CONTRACT DOCUMENTS, REQUEST CONSTITUTES A REPRESENTATION THAT CONTRACTOR, DIMENSIONS AND LAYOUTS, ORDINANCES AND CODES, ADJUSTING, ALIGNING AND TESTING, GUARANTEE.

Right margin area containing the Olsson logo, project name 'SOUTHPORT EAST', address 'PORT GRACE BLVD & S. 123RD PLAZA', revision table, and sheet information 'SHEET SLO.1'.



GENERAL SHEET NOTES

- A. INSTALL UNDERGROUND CONDUITS 24" DEEP (MINIMUM) UNLESS NOTED OTHERWISE.
- B. USE #2 AWG CU FROM POLE BASE TO LUMINAIRE. MINIMUM SIZE FOR SITE BRANCH CIRCUIT CONDUITS AND WIRE SHALL BE 1" AND #8 AWG.
- C. ALL WORK SHALL BE IN ACCORDANCE WITH THE NEC. CONTRACTOR IS RESPONSIBLE FOR ALL FIELD MEASUREMENTS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
- D. TRANSFORMERS SHALL BE EXPANDED CONDUIT PENETRATIONS INTO SITE STRUCTURES. BUILDINGS SHALL BE GRS CONDUITS.
- E. COORDINATE LIGHT POLE LOCATIONS WITH SURROUNDING UTILITIES.
- F. INSTALL A DEDICATED EQUIPMENT GROUNDING CONDUCTOR WITH ALL BRANCH CIRCUITS. SIZE IN ACCORDANCE WITH THE NEC.

SHEET KEYNOTES

1. PROVIDE RAISED CONCRETE FOUNDATION. SEE DETAIL (S) FOR ADDITIONAL INFORMATION

ELECTRICAL SYMBOLS

- DOUBLE ARMOUNT AREA LIGHT. ID INDICATES FEATURE TYPE
- SINGLE ARMOUNT AREA LIGHT. ID INDICATES FEATURE TYPE
- FULL BOX
- UNDERGROUND ELECTRICAL
- UNDERGROUND CONDUIT
- UNDERGROUND CONDUIT
- A AMPERE
- C CONDUIT
- P POLE
- W WIRE



<p>SITE LIGHTING PLAN PRELIMINARY PLAT SUBMITTAL</p> <p>SOUTHPORT EAST PORT GRACE BLVD & S. 123RD PLAZA</p> <p>LA VISTA, NE</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV. NO.</th> <th>DATE</th> <th>REVISIONS DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV. NO.	DATE	REVISIONS DESCRIPTION										<p>2023</p>	<p>REVISIONS</p>	<p>80% CDS NOT FOR CONSTRUCTION</p>	<p>Engineering - Nebraska COA #CA-0638 2111 South 67th Street, Suite 200 Omaha, NE 68106</p> <p>TEL 402.341.1116 www.olsson.com</p>
REV. NO.	DATE	REVISIONS DESCRIPTION															

SHEET
 SL1.1

SOUTHPORT EAST REPLAT FIFTEEN

LOTS 1 THRU 3

BEING A REPLAT OF SOUTHPORT EAST LOTS 5 & 6
A PLATTED AND RECORDED SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18,
TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., LA VISTA, SARPY COUNTY, NEBRASKA

LIEN HOLDER CONSENT

THE UNDERSIGNED HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS SOUTHPORT EAST REPLAT FIFTEEN, LOTS 1 THRU 3 (HEREINAFTER "PLAT"), SAID LIEN BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA AS INSTRUMENT NO. _____ (HEREINAFTER "LIEN"), DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHMENTS OF ACCESS, DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

(NAME OF LIEN HOLDER)

BY: _____

(PRINT THE NAME OF INDIVIDUAL)

TITLE: _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF _____)
COUNTY OF _____) SS

ON THE _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED,

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

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND 2023 LAST ABOVE MENTIONED.

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 IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

SARPY COUNTY TREASURER _____ DATE _____

APPROVAL BY LA VISTA CITY PLANNING COMMISSION

THE PLAT OF SOUTHPORT EAST REPLAT FIFTEEN, LOTS 1 THRU 3 WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION,

ON THIS _____ DAY OF _____, 2023.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

ACCEPTANCE BY LA VISTA CITY COUNCIL

THE PLAT OF SOUTHPORT EAST REPLAT FIFTEEN, LOTS 1 THRU 3 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA

ON THIS _____ DAY OF _____, 2023, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

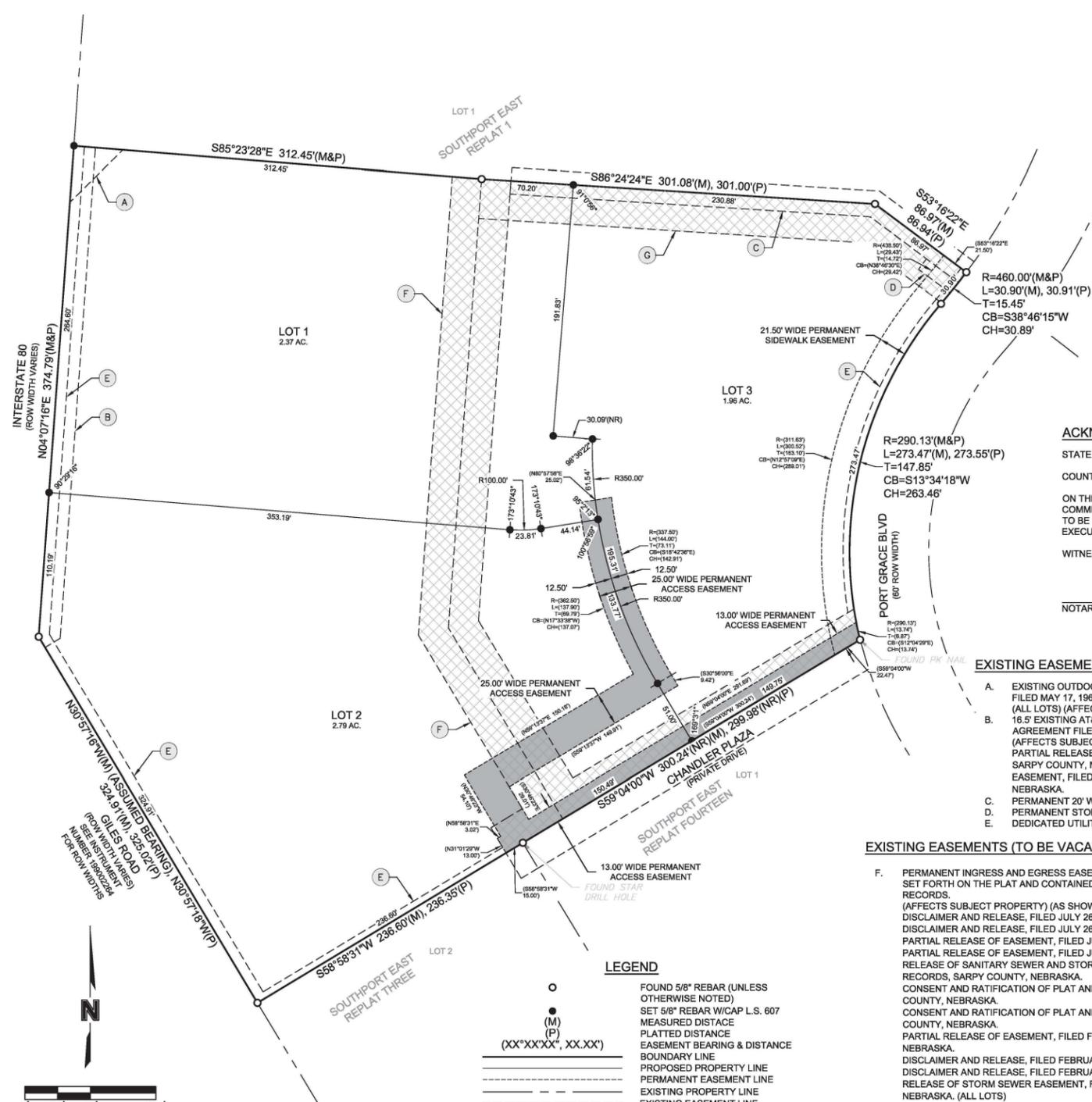
MAYOR

ATTEST
CITY CLERK

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF SOUTHPORT EAST REPLAT FIFTEEN, LOTS 1 THRU 3 WAS REVIEWED BY THE SARPY COUNTY PUBLIC WORKS ON THIS _____ DAY OF _____, 2023.

SARPY COUNTY PUBLIC WORKS



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, REV DEVELOPMENT, OWNERS OF THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SOUTHPORT EAST REPLAT FIFTEEN, LOTS 1 THRU 3, AND WE DO HEREBY RATIFY AND APPROVE THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT. PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERCT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A (5') FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN (8') EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT OF OMAHA AND BLACK HILLS/NEBRASKA GAS UTILITY, LLC, THEIR SUCCESSORS AND ASSIGNS, TO ERCT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A (5') FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, WE DO SET OUR HANDS

REV DEVELOPMENT

JUSTIN HERNANDEZ
PRINCIPAL

ACKNOWLEDGEMENT OF NOTARY

STATE OF _____)
COUNTY OF _____) SS

ON THE _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED, PATRICK J. KERRIGAN, KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID MANAGER.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND 2023 LAST ABOVE MENTIONED.

NOTARY PUBLIC

EXISTING EASEMENTS

- EXISTING OUTDOOR ADVERTISEMENT EASEMENT - TERMS AND CONDITIONS OF EASEMENT CONTAINED IN REPORT OF APPRAISERS FILED MAY 17, 1965, IN BOOK 35, PAGE 182, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (AS SHOWN ON DRAWING)
- 16.5' EXISTING AT&E EASEMENT - TERMS AND CONDITIONS OF COMMUNICATIONS SYSTEMS RIGHT-OF-WAY AND EASEMENT AGREEMENT FILED JUNE 14, 2000, AS INSTRUMENT NO. 2000-14337, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA. (AFFECTS SUBJECT PROPERTY) (AS SHOWN ON DRAWING)
- PARTIAL RELEASE OF EASEMENT, FILED AUGUST 13, 2001, AND RECORDED AS INSTRUMENT NO. 2001-25417, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA.
- EASEMENT, FILED FEBRUARY 4, 2011, AND RECORDED AS INSTRUMENT NO. 2011-03819, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA.
- PERMANENT 20' WIDE STORM SEWER EASEMENT FROM SOUTHPORT EAST FINAL PLAT FILED AS INSTRUMENT NO. 2001-30162.
- PERMANENT STORM SEWER EASEMENT FROM SOUTHPORT EAST FINAL PLAT FILED AS INSTRUMENT NO. 2001-30162.
- DEDICATED UTILITY EASEMENT FROM SOUTHPORT EAST FINAL PLAT FILED AS INSTRUMENT NO. 2001-30162.

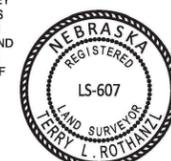
EXISTING EASEMENTS (TO BE VACATED)

- PERMANENT INGRESS AND EGRESS EASEMENT, SANITARY SEWER AND STORM SEWER EASEMENT AND UTILITIES COMPANIES EASEMENT AS SET FORTH ON THE PLAT AND CONTAINED IN THE DEDICATION OF SOUTHPORT EAST FILED SEPTEMBER 9, 2001, AS INSTRUMENT NO. 2001-30162 OFFICIAL RECORDS. (AFFECTS SUBJECT PROPERTY) (AS SHOWN ON DRAWING)
- DISCLAIMER AND RELEASE, FILED JULY 26, 2002, AND RECORDED AS INSTRUMENT NO. 2002-28114, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA.
- DISCLAIMER AND RELEASE, FILED JULY 26, 2002, AND RECORDED AS INSTRUMENT NO. 2002-28115, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA.
- PARTIAL RELEASE OF EASEMENT, FILED JULY 26, 2002, AND RECORDED AS INSTRUMENT NO. 2002-28116, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA.
- PARTIAL RELEASE OF EASEMENT, FILED JULY 26, 2002, AND RECORDED AS INSTRUMENT NO. 2002-28117, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA.
- RELEASE OF SANITARY SEWER AND STORM SEWER EASEMENT, FILED AUGUST 16, 2002, AND RECORDED AS INSTRUMENT NO. 2002-31715, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA.
- CONSENT AND RATIFICATION OF PLAT AND DEDICATION, FILED APRIL 11, 2005, AND RECORDED AS INSTRUMENT NO. 2005-11171, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA.
- CONSENT AND RATIFICATION OF PLAT AND DEDICATION, FILED APRIL 11, 2005, AND RECORDED AS INSTRUMENT NO. 2005-11172, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA.
- PARTIAL RELEASE OF EASEMENT, FILED FEBRUARY 22, 2006, AND RECORDED AS INSTRUMENT NO. 2006-05524, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA.
- DISCLAIMER AND RELEASE, FILED FEBRUARY 22, 2006, AND RECORDED AS INSTRUMENT NO. 2006-05525, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA.
- DISCLAIMER AND RELEASE, FILED FEBRUARY 22, 2006, AND RECORDED AS INSTRUMENT NO. 2006-05526, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA.
- RELEASE OF STORM SEWER EASEMENT, FILED MARCH 26, 2007, AND RECORDED AS INSTRUMENT NO. 2007-08731, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA. (ALL LOTS)
- 30' WIDE INGRESS AND EGRESS EASEMENT - TERMS AND CONDITIONS OF INGRESS AND EGRESS EASEMENT FILED AUGUST 16, 2002, AS INSTRUMENT NO. 2002-31713, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA. (LOTS 5 AND 6 SOUTHPORT EAST) (AFFECTS SUBJECT PROPERTY) (AS SHOWN ON DRAWING)

SURVEYOR'S CERTIFICATION

I, TERRY L. ROTHANZL, A NEBRASKA REGISTERED LAND SURVEYOR NO. 607, 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 AT ALL CORNERS, ANGLE POINTS, AND ENDS OF ALL CURVES ON THE BOUNDARY AND ON THE LOTS IN THE SUBDIVISION TO BE KNOWN AS SOUTHPORT EAST REPLAT FIFTEEN, LOTS 1 THRU 3 BEING A REPLAT OF LOTS 5 & 6, SOUTHPORT EAST, BOTH SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGISTRATION ACT IN EFFECT AT THE TIME OF THIS SURVEY. ALL DISTANCES SHOWN ARE REPRESENTED IN U.S. SURVEY FEET AND DECIMALS OF A FOOT, CONTAINING 7.12 ACRES, MORE OR LESS.

Terry L. Rothanzl
NEBRASKA L.S. 607
7-11-2023
DATE



olsson

2111 South 67th Street, Suite 200
Omaha, NE 68116
TEL 402.341.1116
FAX 402.341.5995
www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION

FINAL PLAT
SOUTHPORT EAST REPLAT FIFTEEN
LOTS 1 THRU 3
SARPY COUNTY, NEBRASKA

LA VISTA, NEBRASKA
2023

drawn by: TLR
checked by: TLR

approved by: EWTLR
QA/QC by: TLR

project no.: 023-00212
drawn no.: 07-11-2023

SHEET
1 of 1

USER: dhoastings
DATE: F:\2023\00001-00500\023-00212\40-Design\Survey\SRVY\Sheets\Southport East Replat Fifteen_V_PLAT_SOUTHPORT EAST REPLAT FIFTEEN_02300212.dwg
DATE: Jul 11, 2023 4:20pm

Conceptual Post Construction Stormwater Management Plan

Project Name: Southport East – REV Development Lot 1

PCSMP Number: TBD

Subdivision Name: Southport East Replat 15

Total Site Acreage: 2.37 acres

Acreage Draining to Underground Detention: 2.37 acres

Required Water Quality Treatment Volume: (Drainage Area) * 1,815 CF/AC
(2.37 AC) * 1,815 CF/AC = **4,302 CF**

Water Quality Treatment Volume to be Provided: **6,334 CF**

Drainage and Treatment Summary

The project is located at the northwest corner of the intersection of Port Grace Blvd and S. 123rd Plaza. The existing site is entirely pervious open greenspace. The existing site has two drainage curb inlets located along Port Grace Blvd and two drainage curb inlets along S. 123rd Plaza, along with an area inlet near Port Grace Blvd. The existing inlets in the public right-of-way ultimately drain to an existing culvert and flows into the West Papillion Creek at Eastport Pkwy and Harrison Street.

The proposed site drainage philosophy will generally match the existing site flow pattern. The proposed system includes an underground detention bed that will detain and treat water quality for this lot. Stormwater runoff will drain to proposed inlets throughout the development, routed to the underground detention bed conveyed through the private storm sewer system, and connect into the existing storm sewer system in Port Grace Blvd at the northeast corner of the site.

The requirement for the Papillion Creek Watershed Partnership (PWCP) is to treat the first ½" runoff volume and "no net increase" for the 2, 10, and 100-year storm events. Per the La Vista Municipal Code, for significant redevelopment sites, the calculation of the area requiring control of the first one-half inch of runoff shall be based only on the impervious area of the project site that is being added or replaced. The design will include calculations showing that water quality treatment will be provided and detention will be provided as necessary.

Please refer to the attached PCSMP exhibit for further information.

[Space above the line for recording data]

**POST CONSTRUCTION STORM WATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT**

WHEREAS, REV Development LLC, recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called Southport East – REV Development Lot 1 in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of Southport East – REV Development Lot 1 (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, 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, TBD, Southport East – REV Development Lot 1, (hereinafter referred to as “PCSMP”), should 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
2. or its designee.
3. 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 Plan 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.

4. 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.
5. The Property Owner, its administrators, executors, successors, heirs, 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, 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 acts during such entry upon the property.
6. The Property Owner its administrators, executors, successors, heirs, 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 of La Vista or its designee in its sole discretion, the City of La Vista or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of La Vista 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 acts during such entry upon the property.

The City of La Vista or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of La Vista 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 negligent acts of the City. Failure to pay the City of La Vista or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of La Vista 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.

7. The Property Owner shall not obligate the City of La Vista to maintain or repair the facility or facilities, and the City of La Vista shall not be liable to any person for the condition or operation of the facility or facilities.
8. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies, and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility 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 of La Vista 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 negligent act of the City.

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

IN WITNESS WHEREOF, the Property Owner (s) has/have executed this agreement this ___ day of _____, 2023.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

ACKNOWLEDGMENT

_____)
State

_____)
County

On this ___ day of _____, 2023 before me, a Notary Public, in and for said County, personally came the above named:

By: _____

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 abovewritten.

Notary Public

Notary Seal

Exhibit "A"

Real Property Depiction

PROJECT INFORMATION

Legal Description: Southport East – REV Development Lot 1
Property Address: Port Grace Blvd & S. 123rd Plaza
Subdivision Name: Southport East Replat 15 Lot 1
Sect.-Town-Rng.: 14-12-18

APPLICANT INFORMATION

Business Name: REV Development LLC
Business Address: 1000 O St Ste 1, Lincoln, NE 68510
Contact Representative's Name: Derek Zimmerman
Contact Representative's Phone Number: 402-416-6830
Signing Representative's Name: Derek Zimmerman

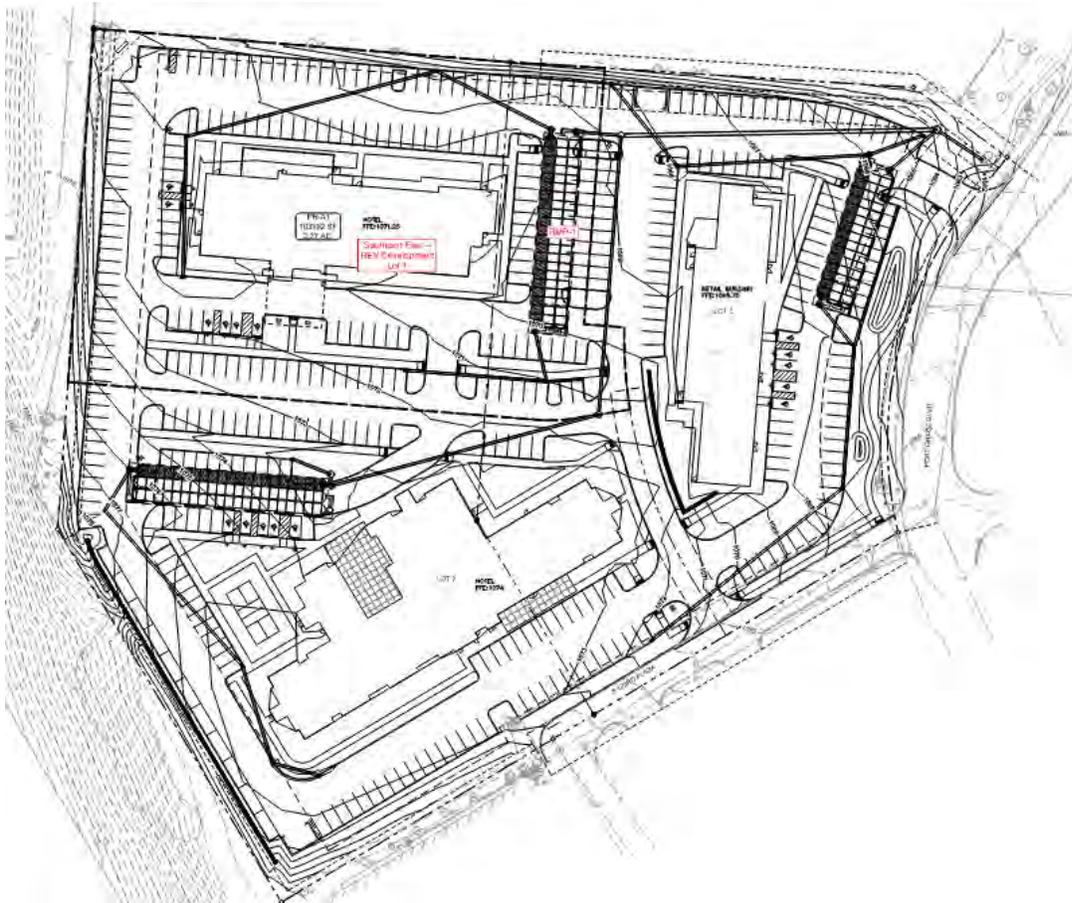


Exhibit "B"

BMP Maintenance Requirements

Name & Location

Project Name: Southport East – REV Development Lot 1
 Address: Southport East Replat 15 Lot 1
 PCWP Project Number: TBD
 PWD Building Permit #: N/A
 PCSMP Project Number: TBD

Site Data

Total Site Area: 2.37 ac
 Total Disturbed Area: 2.37 ac
 Total Undisturbed Area: 0 ac
 Impervious Area Before Construction: 0%
 Impervious Area After Construction: 80%

BMP Information

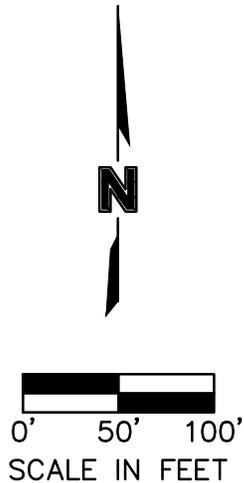
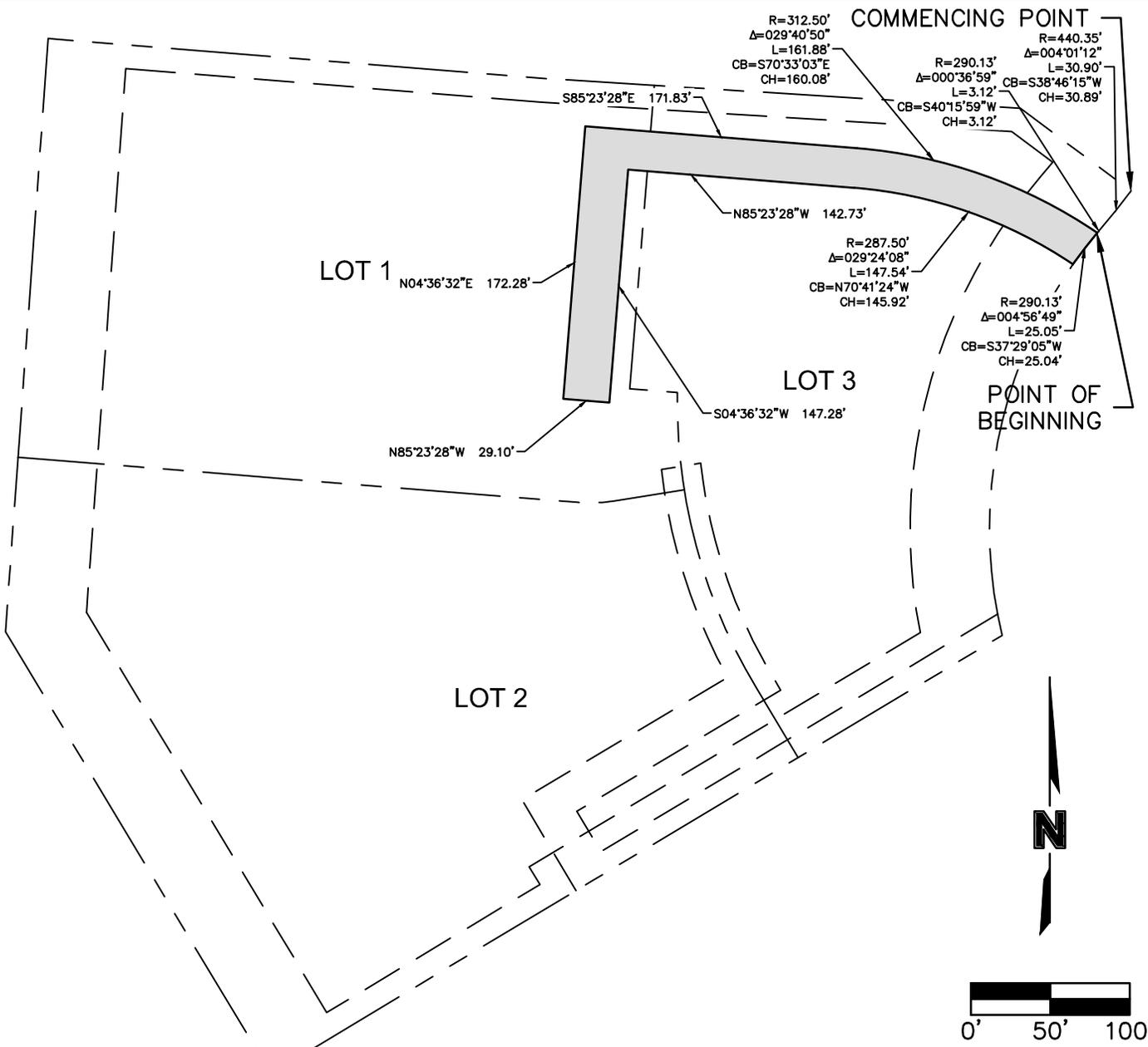
BMP ID	Type of BMP	Latitude/Longitude
BMP #1	Underground Chamber System	41° 11' 1 "N 96° 6' 20"W

BMP Type (Underground Chamber System)	
Task	Schedule
Remove sediment in bottom of structures	Annually, or if two feet of sediment has accumulated in the bottom of the structures
Inspect Isolator Rows	Every six months for the first year of operation and adjusted to a maximum of once per year based on previous observation of sediment deposition.
Clean Isolator Rows	Once sediment exceeds three inches throughout the length of the isolator row, cleanout should be performed.
Forebay inspection and cleanout	Monthly – remove sediment every 7 years or when 50% of storage volume has been lost
Grate inlet inspected and cleanout	Monthly
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipe or structures	As needed
Task	Schedule

Maintenance Inspection Reports

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

USER: kandressen
 DWG: F:\2023\0001-00500\023-00212\40-Design\Exhibits\Lot 1 PCSMP\23-06-13_Storm Sewer Easement_02300212.dwg
 DATE: Jun 13, 2023 1:32pm
 XREFS: C:\PBDY_02300212 C:\PUTIL_02300212 C:\PBASE_02300212



LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 14, TOWNSHIP 12 NORTH, RANGE 18 EAST OF THE 6TH P.M., LA VISTA, SARPY COUNTY, NEBRASKA.

COMMENCING AT THE EASTERNMOST CORNER OF LOT 3, SOUTHPORT EAST REPLAT FIFTEEN; THENCE ON SAID CORNER OF LOT 3 A CURVE TURNING TO THE LEFT THROUGH 04DEGREES 01MINUTES 12SECONDS, HAVING A RADIUS OF 440.35 FEET, AND WHOSE LONG CHORD BEARS S 38DEGREES 46MINUTES 15SECONDS W FOR A DISTANCE OF 30.89 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 00DEGREES 36MINUTES 59SECONDS, HAVING A RADIUS OF 290.13 FEET, AND WHOSE LONG CHORD BEARS S 40DEGREES 15MINUTES 59SECONDS W FOR A DISTANCE OF 3.12 FEET TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING**; THENCE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 04DEGREES 56MINUTES 49SECONDS, HAVING A RADIUS OF 290.13 FEET, AND WHOSE LONG CHORD BEARS S 37DEGREES 29MINUTES 05SECONDS W FOR A DISTANCE OF 25.04 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 29DEGREES 24MINUTES 08SECONDS, HAVING A RADIUS OF 287.50 FEET, AND WHOSE LONG CHORD BEARS N 70DEGREES 41MINUTES 24SECONDS W FOR A DISTANCE OF 147.54 FEET TO THE BEGINNING OF A LINE. THENCE, N 85DEGREES 23MINUTES 28SECONDS W FOR A DISTANCE OF 142.73 FEET TO A POINT ON A LINE.

THENCE, S 04DEGREES 36MINUTES 32SECONDS W FOR A DISTANCE OF 147.28 FEET TO A POINT ON A LINE. THENCE, N 85DEGREES 23MINUTES 28SECONDS W FOR A DISTANCE OF 29.10 FEET TO A POINT ON A LINE. THENCE, N 04DEGREES 36MINUTES 32SECONDS E FOR A DISTANCE OF 172.28 FEET TO A POINT ON A LINE. THENCE, S 85DEGREES 23MINUTES 28SECONDS E FOR A DISTANCE OF 171.83 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 29DEGREES 40MINUTES 50SECONDS, HAVING A RADIUS OF 312.50 FEET, AND WHOSE LONG CHORD BEARS S 70DEGREES 33MINUTES 03SECONDS E FOR A DISTANCE OF 161.88 FEET TO THE **POINT OF BEGINNING**.

SAID BOUNDARY CONTAINS A CALCULATED ARE OF 12,444.77 SQUARE FEET OR 0.286 ACRES, MORE OR LESS.

PROJECT NO:	023-00212
DRAWN BY:	KA
DATE:	06/13/2023

PERMANENT STORM SEWER EASEMENT

olsson

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

EXHIBIT
1

Conceptual Post Construction Stormwater Management Plan

Project Name: Southport East – REV Development Lot 2

PCSMP Number: TBD

Subdivision Name: Southport East Replat 15

Total Site Acreage: 2.79 acres

Acreage Draining to Underground Detention: 2.79 acres

Required Water Quality Treatment Volume: (Drainage Area) * 1,815 CF/AC
(2.79 AC) * 1,815 CF/AC = **5,064 CF**

Water Quality Treatment Volume to be Provided: **6,334 CF**

Drainage and Treatment Summary

The project is located at the northwest corner of the intersection of Port Grace Blvd and S. 123rd Plaza. The existing site is entirely pervious open greenspace. The existing site has two drainage curb inlets located along Port Grace Blvd and two drainage curb inlets along S. 123rd Plaza, along with an area inlet near Port Grace Blvd. The existing inlets in the public right-of-way ultimately drain to an existing culvert and flows into the West Papillion Creek at Eastport Pkwy and Harrison Street.

The proposed site drainage philosophy will generally match the existing site flow pattern. The proposed system includes an underground detention bed that will detain and treat water quality for this lot. Stormwater runoff will drain to proposed inlets throughout the development, routed to the underground detention bed conveyed through the private storm sewer system, and connect into the existing storm sewer system in Port Grace Blvd at the northeast corner of the site.

The requirement for the Papillion Creek Watershed Partnership (PWCP) is to treat the first ½" runoff volume and "no net increase" for the 2, 10, and 100-year storm events. Per the La Vista Municipal Code, for significant redevelopment sites, the calculation of the area requiring control of the first one-half inch of runoff shall be based only on the impervious area of the project site that is being added or replaced. The design will include calculations showing that water quality treatment will be provided and detention will be provided as necessary.

Please refer to the attached PCSMP exhibit for further information.

[Space above the line for recording data]

**POST CONSTRUCTION STORM WATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT**

WHEREAS, REV Development LLC, recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called Southport East – REV Development Lot 2 in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of Southport East – REV Development Lot 2 (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, 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, TBD, Southport East – REV Development Lot 2, (hereinafter referred to as “PCSMP”), should 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
2. or its designee.
3. 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 Plan 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.

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5. The Property Owner, its administrators, executors, successors, heirs, 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, 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 acts during such entry upon the property.
6. The Property Owner its administrators, executors, successors, heirs, 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 of La Vista or its designee in its sole discretion, the City of La Vista or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of La Vista 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 acts during such entry upon the property.

The City of La Vista or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of La Vista 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 negligent acts of the City. Failure to pay the City of La Vista or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of La Vista 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.

7. The Property Owner shall not obligate the City of La Vista to maintain or repair the facility or facilities, and the City of La Vista shall not be liable to any person for the condition or operation of the facility or facilities.
8. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies, and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility 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 of La Vista 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 negligent act of the City.

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

IN WITNESS WHEREOF, the Property Owner (s) has/have executed this agreement this ___ day of _____, 2023.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

ACKNOWLEDGMENT

_____)
State

_____)
County

On this ___ day of _____, 2023 before me, a Notary Public, in and for said County, personally came the above named:

By: _____

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 abovewritten.

Notary Public

Notary Seal

Exhibit "A"

Real Property Depiction

PROJECT INFORMATION

Legal Description: Southport East – REV Development Lot 2
Property Address: Port Grace Blvd & S. 123rd Plaza
Subdivision Name: Southport East Replat 15 Lot 2
Sect.-Town-Rng.: 14-12-18

APPLICANT INFORMATION

Business Name: REV Development LLC
Business Address: 1000 O St Ste 1, Lincoln, NE 68510
Contact Representative's Name: Derek Zimmerman
Contact Representative's Phone Number: 402-416-6830
Signing Representative's Name: Derek Zimmerman

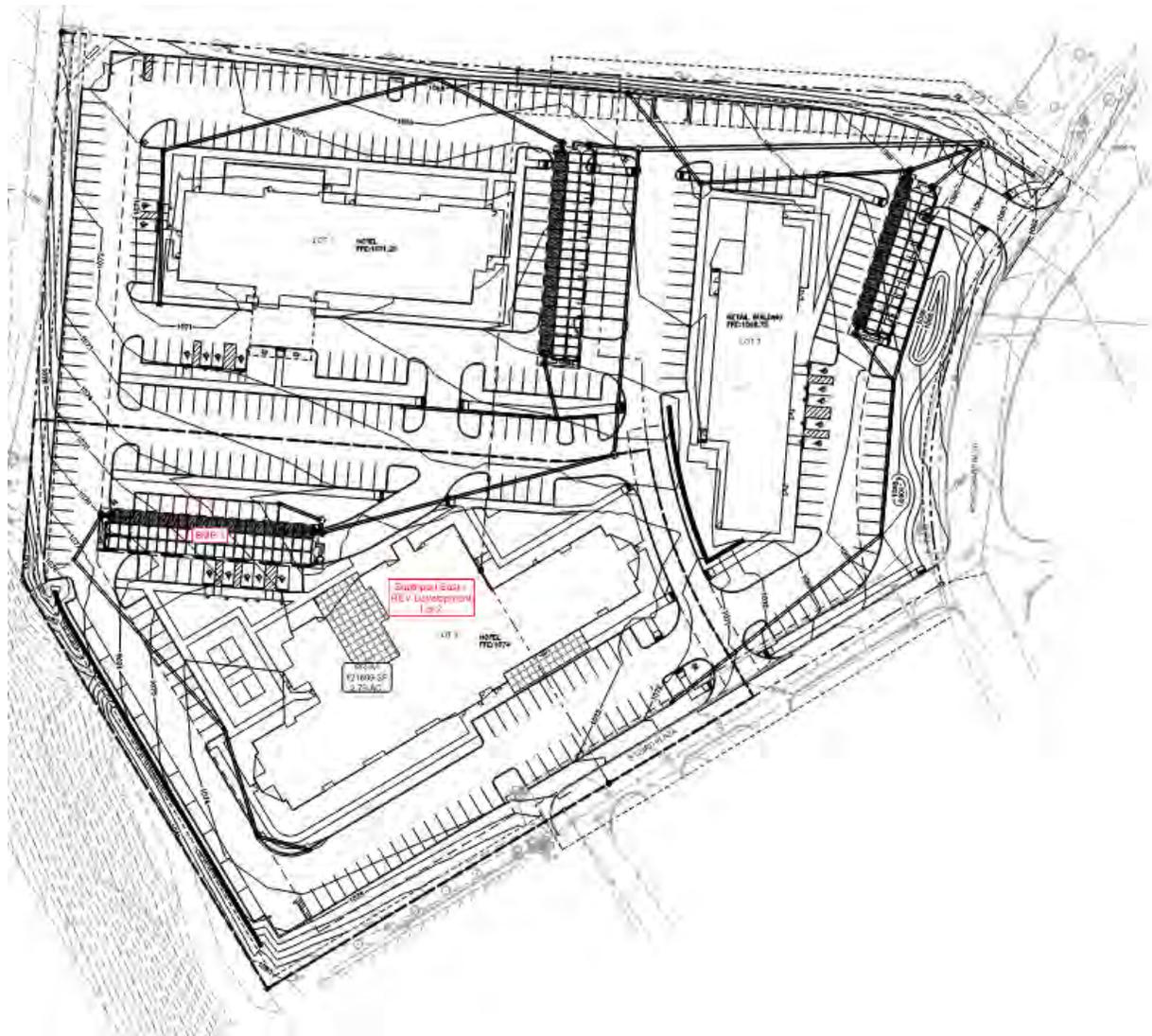


Exhibit "B"

BMP Maintenance Requirements

Name & Location

Project Name: Southport East – REV Development Lot 2
 Address: Southport East Replat 15 Lot 2
 PCWP Project Number: TBD
 PWD Building Permit #: N/A
 PCSMP Project Number: TBD

Site Data

Total Site Area: 2.79 ac
 Total Disturbed Area: 2.79 ac
 Total Undisturbed Area: 0 ac
 Impervious Area Before Construction: 0%
 Impervious Area After Construction: 72%

BMP Information

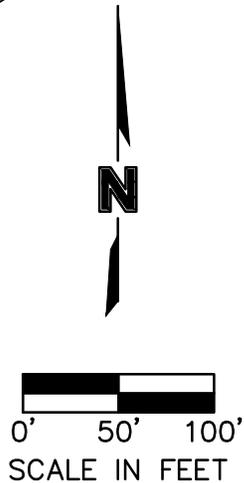
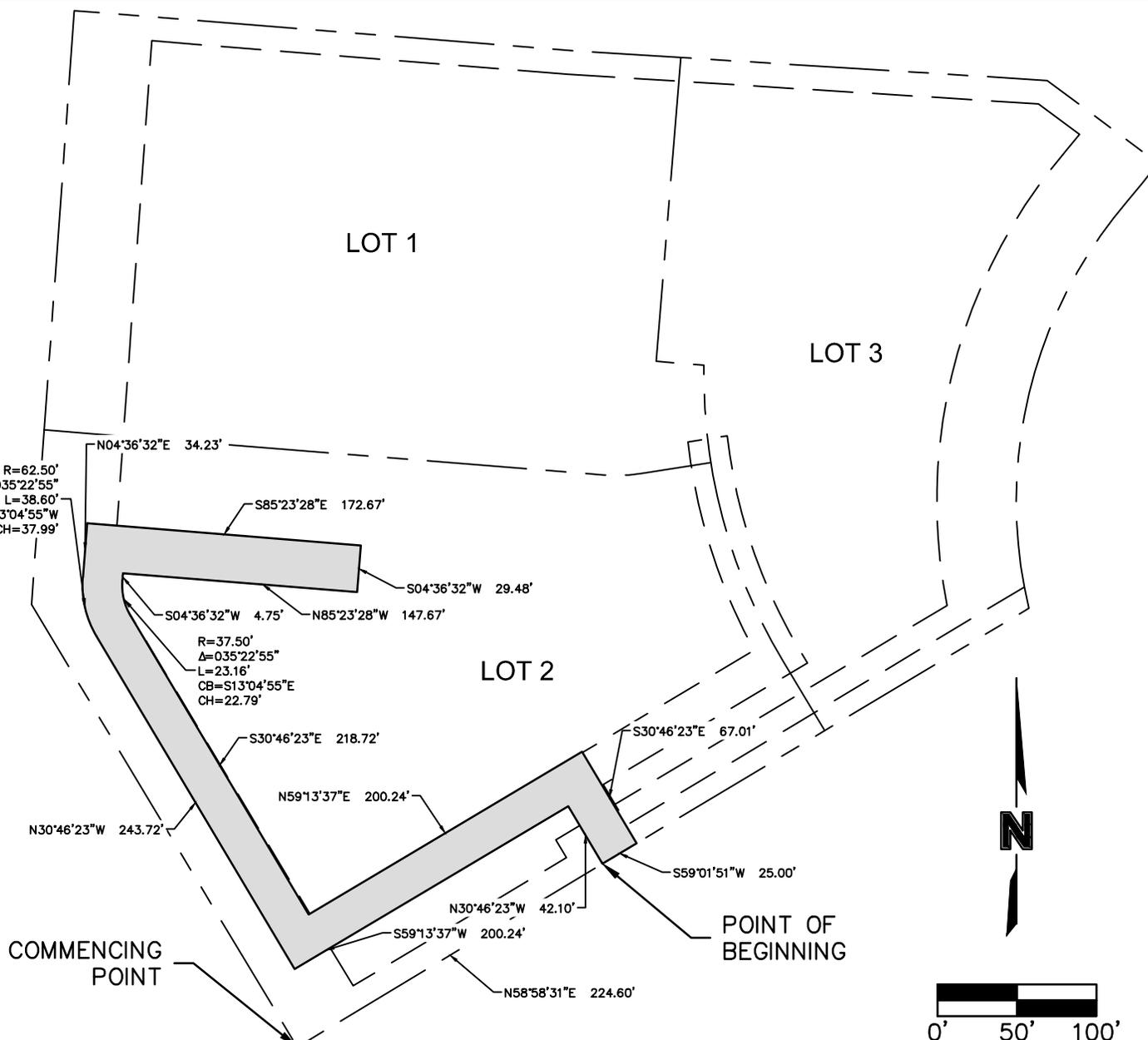
BMP ID	Type of BMP	Latitude/Longitude
BMP #1	Underground Chamber System	41° 10' 59"N 96° 6' 23 "W

BMP Type (Underground Chamber System)	
Task	Schedule
Remove sediment in bottom of structures	Annually, or if two feet of sediment has accumulated in the bottom of the structures
Inspect Isolator Rows	Every six months for the first year of operation and adjusted to a maximum of once per year based on previous observation of sediment deposition.
Clean Isolator Rows	Once sediment exceeds three inches throughout the length of the isolator row, cleanout should be performed.
Forebay inspection and cleanout	Monthly – remove sediment every 7 years or when 50% of storage volume has been lost
Grate inlet inspected and cleanout	Monthly
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipe or structures	As needed
Task	Schedule

Maintenance Inspection Reports

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

USER: kandreesen
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 023-00212
 00500\23-00212
 0001-00500
 2:30pm
 DATE: Jun 13, 2023



LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 14, TOWNSHIP 12 NORTH, RANGE 18 EAST OF THE 6TH P.M., LA VISTA, SARPY COUNTY, NEBRASKA.

COMMENCING AT THE SOUTHERNMOST CORNER OF LOT 2, SOUTHPORT EAST REPLAT FIFTEEN; THENCE BEGINNING OF LINE, N 58DEGREES 58MINUTES 31SECONDS E FOR A DISTANCE OF 224.60 FEET TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING**; THENCE BEGINNING OF LINE, N 30DEGREES 46MINUTES 23SECONDS W FOR A DISTANCE OF 42.10 FEET TO A POINT ON A LINE. THENCE, S 59DEGREES 13MINUTES 37SECONDS W FOR A DISTANCE OF 2000.24FEET TO A POINT ON A LINE. THENCE, N 30DEGREES 46MINUTES 23SECONDS W FOR A DISTANCE OF 243.72 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 35DEGREES 22MINUTES 55SECONDS, HAVING A RADIUS OF 62.50 FEET, AND WHOSE LONG CHORD BEARS N 13DEGREES 04MINUTES 55SECONDS W FOR A DISTANCE OF 38.60 FEET TO A POINT ON A LINE. THENCE, N 04DEGREES 36MINUTES 32SECONDS E FOR A DISTANCE OF 34.23 FEET TO A POINT ON A LINE. THENCE, S 85DEGREES 23MINUTES 28SECONDS E FOR A DISTANCE OF 172.67 FEET TO A POINT ON A LINE. THENCE, S 04DEGREES 36MINUTES 32SECONDS W FOR A DISTANCE OF 29.48 FEET TO A POINT ON A LINE. THENCE, N 85DEGREES 23MINUTES 28SECONDS W FOR A DISTANCE OF 147.67 FEET TO A POINT ON A LINE. THENCE, S 04DEGREES 36MINUTES 32SECONDS W FOR A DISTANCE OF 4.75 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 35DEGREES 22MINUTES 55SECONDS, HAVING A RADIUS OF 37.50 FEET, AND WHOSE LONG CHORD BEARS S 13DEGREES 04MINUTES 55SECONDS E FOR A DISTANCE OF 23.16 FEET TO A POINT ON A LINE. THENCE, S 30DEGREES 46MINUTES 23SECONDS E FOR A DISTANCE OF 218.72 FEET TO A POINT ON A LINE. THENCE, N 59DEGREES 13MINUTES 37SECONDS W FOR A DISTANCE OF 200.24 FEET TO A POINT ON A LINE. THENCE, S 30DEGREES 46MINUTES 23SECONDS E FOR A DISTANCE OF 67.01 FEET TO A POINT ON A LINE. THENCE, S 59DEGREES 01MINUTES 51SECONDS W FOR A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

SAID BOUNDARY CONTAINS A CALCULATED ARE OF 18,131.39 SQUARE FEET OR 0.416 ACRES, MORE OR LESS.

PROJECT NO: 023-00212	PERMANENT STORM SEWER EASEMENT		2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1116	EXHIBIT
DRAWN BY: KA				
DATE: 06/13/2023				

Conceptual Post Construction Stormwater Management Plan

Project Name: Southport East – REV Development Lot 3

PCSMP Number: TBD

Subdivision Name: Southport East Replat 15

Total Site Acreage: 1.98 acres

Acreage Draining to Underground Detention: 1.98 acres

Required Water Quality Treatment Volume: (Drainage Area) * 1,815 CF/AC
(1.98 AC) * 1,815 CF/AC = **3,594 CF**

Water Quality Treatment Volume to be Provided: **4,887 CF**

Drainage and Treatment Summary

The project is located at the northwest corner of the intersection of Port Grace Blvd and S. 123rd Plaza. The existing site is entirely pervious open greenspace. The existing site has two drainage curb inlets located along Port Grace Blvd and two drainage curb inlets along S. 123rd Plaza, along with an area inlet near Port Grace Blvd. The existing inlets in the public right-of-way ultimately drain to an existing culvert and flows into the West Papillion Creek at Eastport Pkwy and Harrison Street.

The proposed site drainage philosophy will generally match the existing site flow pattern. The proposed system includes an underground detention bed that will detain and treat water quality for this lot. Stormwater runoff will drain to proposed inlets throughout the development, routed to the underground detention bed conveyed through the private storm sewer system, and connect into the existing storm sewer system in Port Grace Blvd at the northeast corner of the site.

The requirement for the Papillion Creek Watershed Partnership (PWCP) is to treat the first ½" runoff volume and "no net increase" for the 2, 10, and 100-year storm events. Per the La Vista Municipal Code, for significant redevelopment sites, the calculation of the area requiring control of the first one-half inch of runoff shall be based only on the impervious area of the project site that is being added or replaced. The design will include calculations showing that water quality treatment will be provided and detention will be provided as necessary.

Please refer to the attached PCSMP exhibit for further information.

[Space above the line for recording data]

**POST CONSTRUCTION STORM WATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT**

WHEREAS, REV Development LLC, recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called Southport East – REV Development Lot 3 in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of Southport East – REV Development Lot 3 (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, 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, TBD, Southport East – REV Development Lot 3, (hereinafter referred to as “PCSMP”), should 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
2. or its designee.
3. 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 Plan 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.

4. 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.
5. The Property Owner, its administrators, executors, successors, heirs, 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, 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 acts during such entry upon the property.
6. The Property Owner its administrators, executors, successors, heirs, 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 of La Vista or its designee in its sole discretion, the City of La Vista or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of La Vista 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 acts during such entry upon the property.

The City of La Vista or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of La Vista 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 negligent acts of the City. Failure to pay the City of La Vista or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of La Vista 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.

7. The Property Owner shall not obligate the City of La Vista to maintain or repair the facility or facilities, and the City of La Vista shall not be liable to any person for the condition or operation of the facility or facilities.
8. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies, and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility 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 of La Vista 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 negligent act of the City.

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

IN WITNESS WHEREOF, the Property Owner (s) has/have executed this agreement this ___ day of _____, 2023.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

ACKNOWLEDGMENT

_____)
State

_____)
County

On this ___ day of _____, 2023 before me, a Notary Public, in and for said County, personally came the above named:

By: _____

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 abovewritten.

Notary Public

Notary Seal

Exhibit "A"

Real Property Depiction

PROJECT INFORMATION

Legal Description: Southport East – REV Development Lot 3
Property Address: Port Grace Blvd & S. 123rd Plaza
Subdivision Name: Southport East Replat 15 Lot 3
Sect.-Town-Rng.: 14-12-18

APPLICANT INFORMATION

Business Name: REV Development LLC
Business Address: 1000 O St Ste 1, Lincoln, NE 68510
Contact Representative's Name: Derek Zimmerman
Contact Representative's Phone Number: 402-416-6830
Signing Representative's Name: Derek Zimmerman

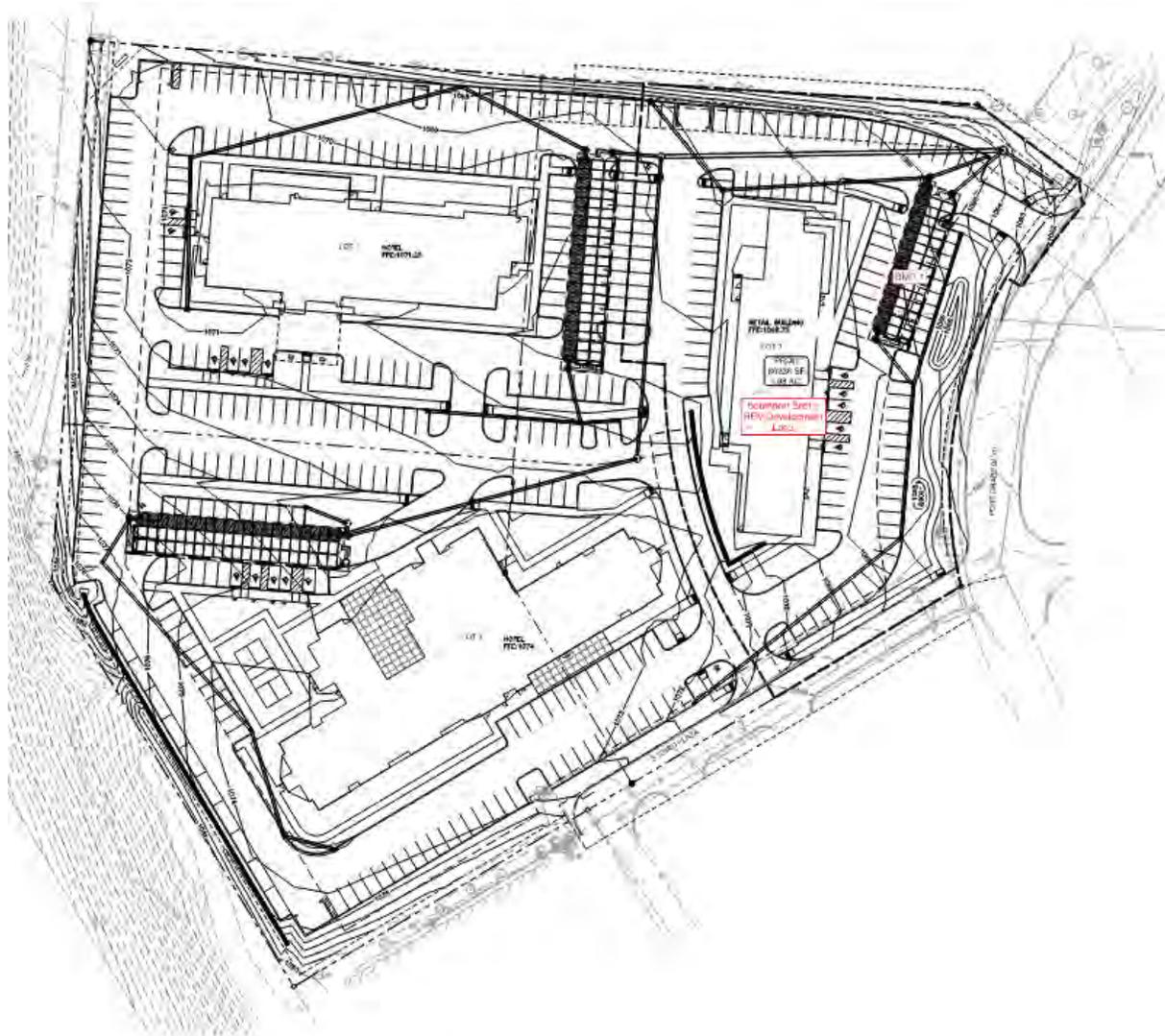


Exhibit "B"

BMP Maintenance Requirements

Name & Location

Project Name: Southport East – REV Development Lot 3
 Address: Southport East Replat 15 Lot 3
 PCWP Project Number: TBD
 PWD Building Permit #: N/A
 PCSMP Project Number: TBD

Site Data

Total Site Area: 1.98 ac
 Total Disturbed Area: 1.98 ac
 Total Undisturbed Area: 0 ac
 Impervious Area Before Construction: 0%
 Impervious Area After Construction: 73%

BMP Information

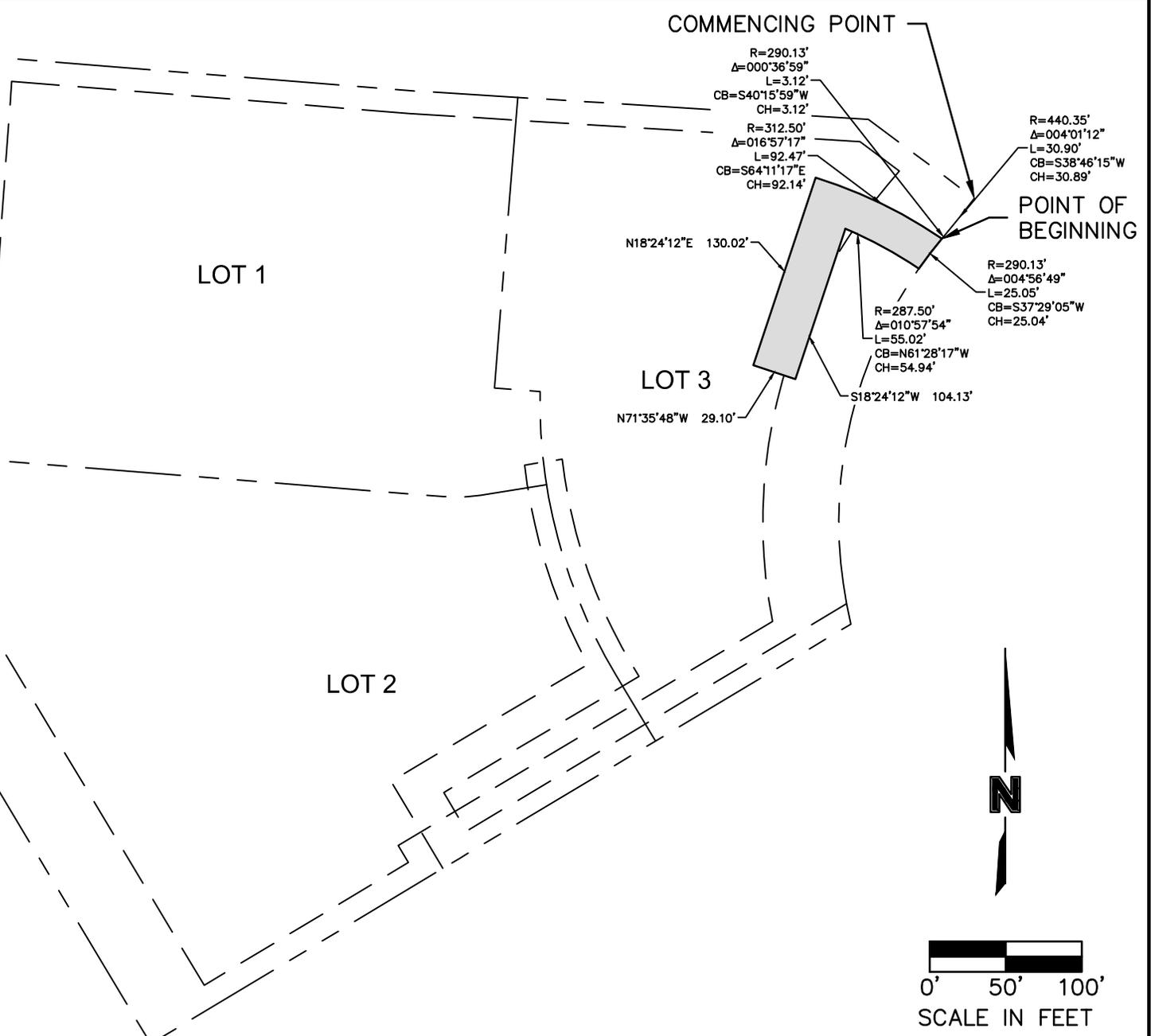
BMP ID	Type of BMP	Latitude/Longitude
BMP #1	Underground Chamber System	41° 11' 1"N 96° 6' 16"W

BMP Type (Underground Chamber System)	
Task	Schedule
Remove sediment in bottom of structures	Annually, or if two feet of sediment has accumulated in the bottom of the structures
Inspect Isolator Rows	Every six months for the first year of operation and adjusted to a maximum of once per year based on previous observation of sediment deposition.
Clean Isolator Rows	Once sediment exceeds three inches throughout the length of the isolator row, cleanout should be performed.
Forebay inspection and cleanout	Monthly – remove sediment every 7 years or when 50% of storage volume has been lost
Grate inlet inspected and cleanout	Monthly
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipe or structures	As needed
Task	Schedule

Maintenance Inspection Reports

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

USER: kandreesen
 C:\PCSMP\23-06-13_Storm Sewer Easement_02300212.dwg
 C:\PUTIL_02300212
 C:\PBNBY_02300212
 F:\2023\0001-00500\023-00212\40-Design\Exhibits\Lot 3 PCSMP\23-06-13_Storm Sewer Easement_02300212.dwg
 XREFS: C:\PBNBY_02300212
 DATE: Jun 13, 2023 1:50pm



LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 14, TOWNSHIP 12 NORTH, RANGE 18 EAST OF THE 6TH P.M., LA VISTA, SARPY COUNTY, NEBRASKA.

COMMENCING AT THE EASTERNMOST CORNER OF LOT 3, SOUTHPORT EAST REPLAT FIFTEEN; THENCE ON SAID CORNER OF LOT 3 A CURVE TURNING TO THE LEFT THROUGH 04DEGREES 01MINUTES 12SECONDS, HAVING A RADIUS OF 440.35 FEET, AND WHOSE LONG CHORD BEARS S 38DEGREES 46MINUTES 15SECONDS W FOR A DISTANCE OF 30.89 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 00DEGREES 36MINUTES 59SECONDS, HAVING A RADIUS OF 290.13 FEET, AND WHOSE LONG CHORD BEARS S 40DEGREES 15MINUTES 59SECONDS W FOR A DISTANCE OF 3.12 FEET TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING**; THENCE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 04DEGREES 56MINUTES 49SECONDS, HAVING A RADIUS OF 290.13 FEET, AND WHOSE LONG CHORD BEARS S 37DEGREES 29MINUTES 05SECONDS W FOR A DISTANCE OF 25.04 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 10DEGREES 57MINUTES 54SECONDS, HAVING A RADIUS OF 287.50 FEET, AND WHOSE LONG CHORD BEARS N 61DEGREES 28MINUTES 17SECONDS W FOR A DISTANCE OF 55.02 FEET TO THE BEGINNING OF A LINE. THENCE, S 18DEGREES 24MINUTES 12SECONDS W FOR A DISTANCE OF 104.13 FEET TO A POINT ON A LINE. THENCE, N 71DEGREES 35MINUTES 48SECONDS W FOR A DISTANCE OF 29.10 FEET TO A POINT ON A LINE. THENCE, N 18DEGREES 24MINUTES 12SECONDS E FOR A DISTANCE OF 130.02 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 16DEGREES 57MINUTES 17SECONDS, HAVING A RADIUS OF 312.50 FEET, AND WHOSE LONG CHORD BEARS S 64DEGREES 11MINUTES 17SECONDS E FOR A DISTANCE OF 92.47 FEET TO THE **POINT OF BEGINNING**.

SAID BOUNDARY CONTAINS A CALCULATED ARE OF 5,253.47 SQUARE FEET OR 0.121 ACRES, MORE OR LESS.

PROJECT NO:	023-00212
DRAWN BY:	KA
DATE:	06/13/2023

PERMANENT STORM SEWER EASEMENT

olsson

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

EXHIBIT
3

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR ASTRO THEATER, LLC DBA THE ASTRO & THE ASTRO AMPHITHEATER IN LA VISTA, NEBRASKA.

WHEREAS, Astro Theater, LLC dba The Astro & The Astro Amphitheater, 8302 City Centre Dr, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class C Liquor License submitted by Astro Theater, LLC dba The Astro & The Astro Amphitheater, 8302 City Centre Dr, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF AUGUST 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



**LA VISTA POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

TO: Pam Buethe, City Clerk

FROM: Acting Chief Captain D. J. Barcal

DATE: July 17, 2023

RE: Local Background Check– The Astro Theater LLC

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 James L. Johnson. No criminal record was located.

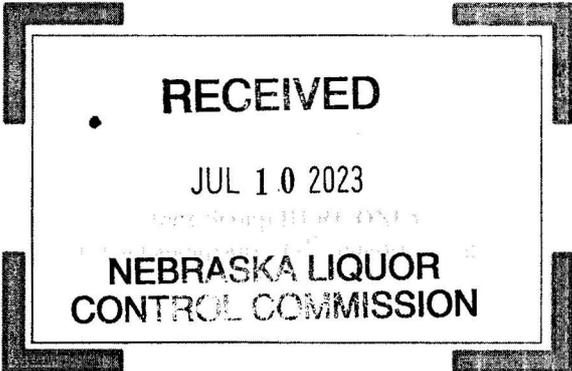
As with all Nebraska Retail Liquor Licenses, I am asking the applicant strictly conform to Nebraska Liquor Commission rules and regulations under Section 53-131.01, Nebraska Liquor Control Act.

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: C

License Number:
125865



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

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 Astro Theater LLC
TRADE (DBA) NAME The Astro & The Astro Amphitheater
PREVIOUS TRADE (DBA) NAME N/A
CONTACT NAME AND PHONE NUMBER James L Johnson - 402-208-9251
CONTACT EMAIL ADDRESS jim@onepercentproductions.com

PAYMENT TYPE ck 1763
AMOUNT \$400.- RCPT
RECEIVED
DATE DEPOSITED



FORM 100
REV 12/7/2022
RECEIVED
JP

DIRECTIONS

Each item must be included with your application

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

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY**
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

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

Name MIKE KELLEY Phone Number 402-397-1898

Firm Name KELLEY PLUCKER LLC

Email address mike@kelleyplucker.com | nikki@kelleyplucker.com

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

PREMISES INFORMATION Astro, The / Astro Amphitheater

Trade Name (doing business as) The Astro & The Astro Amphitheater

Street Address 8302 City Centre Drive

City La Vista County Sarpy - 59 Zip Code 68128

Premises Telephone number 402-208-9251

Business e-mail address jim@onepercentproductions.com

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

MAILING ADDRESS (where you want to receive mail from the Commission)
Check if same as premises

Name Jamarcus Worldwide LLC

Street Address 6212 Maple Street

City Omaha State NE Zip Code 68104 - 4004

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

Building length 204 x width 169 in feet

Is there a basement? Yes X No If yes, length 184 x width 169 in feet

Is there an outdoor area? Yes X No If yes, length 269 x width 326 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 2

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

See attached diagrams

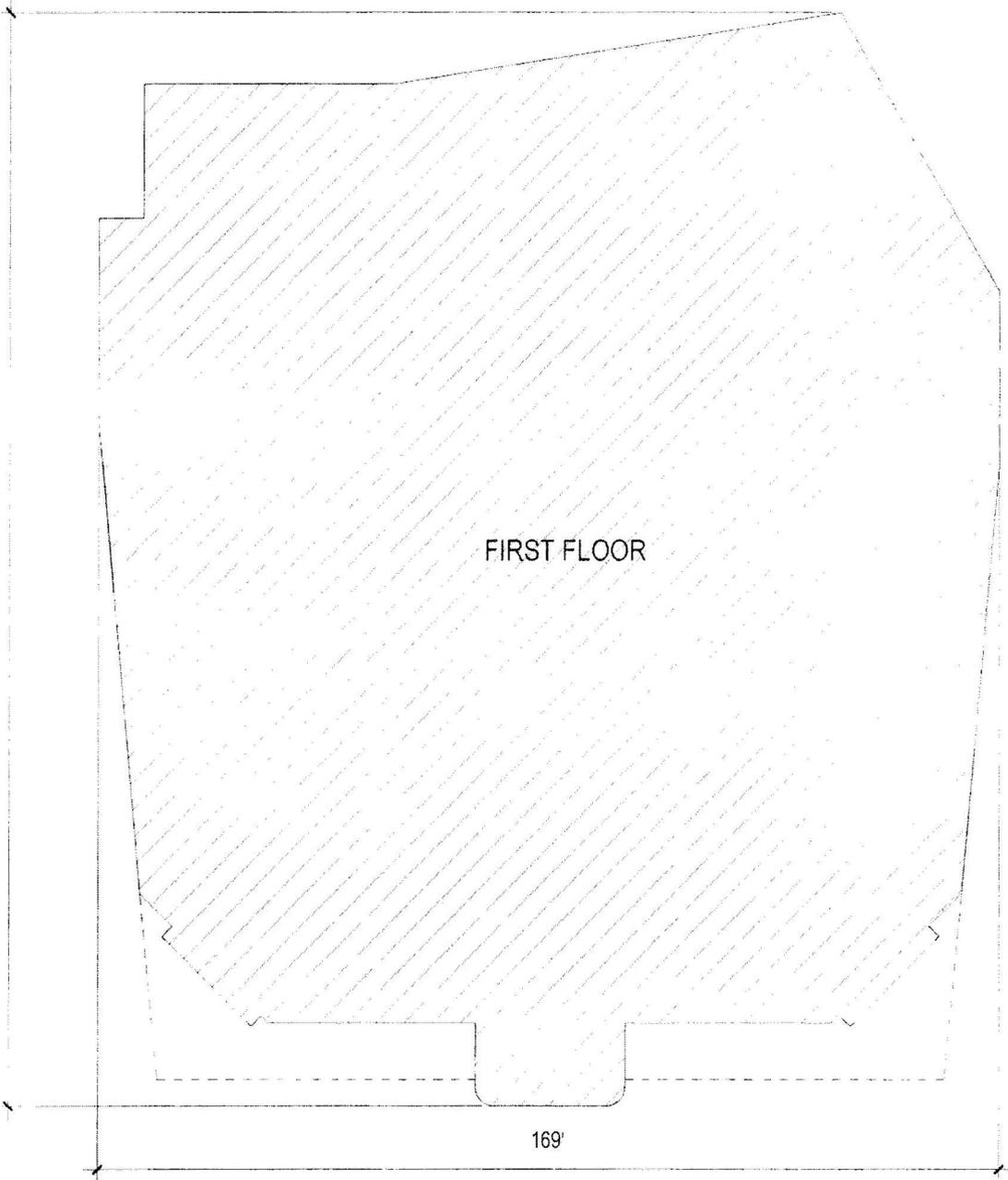
*First floor approx 204' x 169'
including basement approx 184' x 169'
and outdoor area approx 269' x 326'*

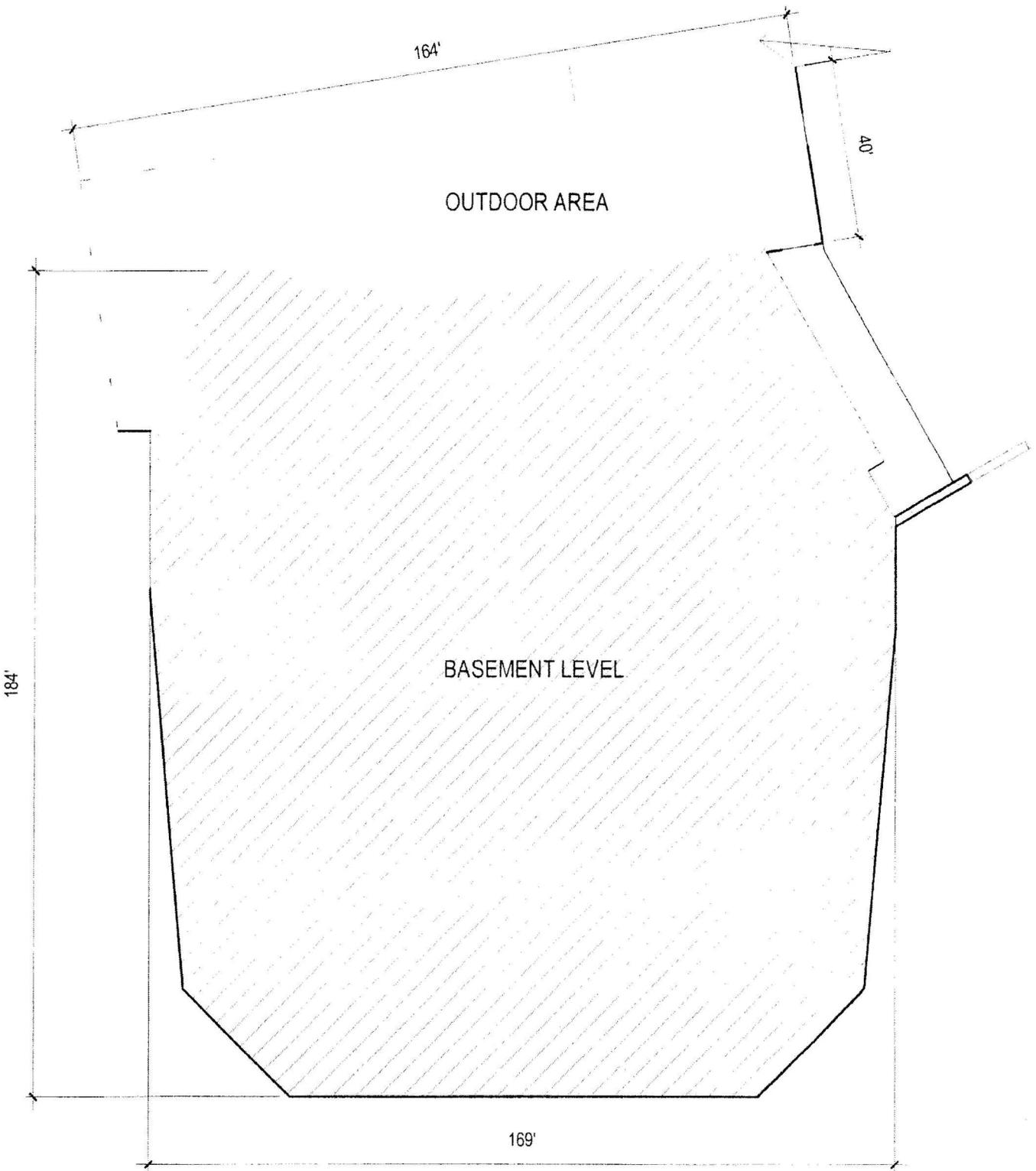


204'

FIRST FLOOR

169'





APPLICANT INFORMATION

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

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

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

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

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

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

_____ YES NO

If yes, provide business name and license number _____

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

_____ YES NO

If yes, give name of business and liquor license number _____

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

_____ YES NO

If yes

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

a) Submit a copy of the business purchase agreement _____

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

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

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

YES NO

If yes, list the lender(s) American National Bank

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

YES NO

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

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

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

YES NO

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

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

YES NO

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

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

YES NO

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

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

American National Bank a) Josh & Casey Hunt, Marc Liebowitz and James Johnson

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

See attached list.

List of past and present liquor licenses

The Admiral (Omaha, NE) – Omaha Live, LLC
The Bottleneck (Lawrence, KS) – Lawrence Live, LLC
Bourbon Theatre (Lincoln, NE) – Lincoln Live, LLC
Cotillion Ballroom (Wichita, KS) – Wichita Live, LLC
Granada Theater (Lawrence, KS) – Lawrence Live, LLC
Hawthorne Theatre (Portland, OR) – Hawthorne Music, LLC
Madrid Theatre (Kansas City, MO) – Madrid Operations, LLC
Roseland Theatre (Portland, OR) – Roseland Operations, LLC
Uptown Theater (Kansas City, MO) – Uptown Operations, LLC

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)

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
James L Johnson - Manager	2007	The Waiting Room LLC - Omaha
James L Johnson - Manager	2014	Reverb LLC - Omaha
James L Johnson - Manager	2022	Admiral Omaha LLC - Omaha

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

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

Lease expiration date August 15, 2048
 Deed
 Purchase Agreement

14. When do you intend to open for business? 8/15/2023

15. What will be the main nature of business? Live Music Concerts

16. What are the anticipated hours of operation? Noon to 2am - varies by event

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

RESIDENCES FOR THE PAST 10 YEARS						
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR		
	FROM	TO		FROM	TO	
James L Johnson - Omaha, NE	1974	2023	Jessica L Johnson - Omaha, NE	1982	2023	
Marc B Leibowitz - Omaha, NE	1974	2023	Janelle M Leibowitz - Omaha, NE	1977	2023	
Josh Hunt - Lawrence, KS	2013	2023	Same			
Jeff Fortier - Kansas City, MO	2013	2023	Same			

If necessary, attach a separate sheet

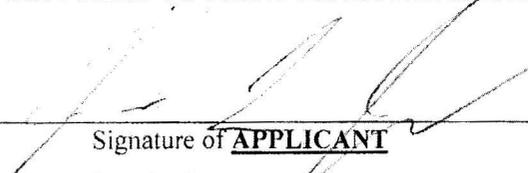
PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

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.

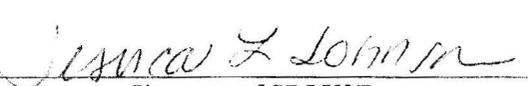
Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or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

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



Signature of **APPLICANT**
James L Johnson

Printed Name of **APPLICANT**



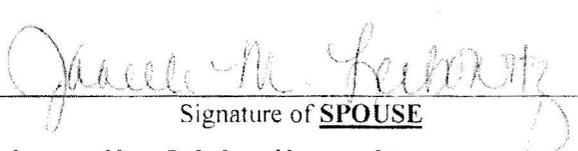
Signature of **SPOUSE**
Jessica L Johnson

Printed Name of **SPOUSE**



Signature of **APPLICANT**
Marc B Leibowitz

Printed Name of **APPLICANT**



Signature of **SPOUSE**
Janelle M Leibowitz

Printed Name of **SPOUSE**

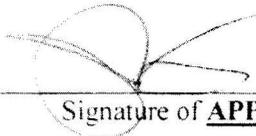
PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

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



Signature of **APPLICANT**

JOSH HUNT

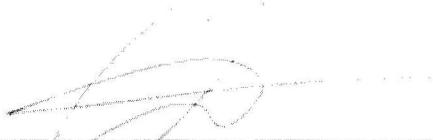
Printed Name of **APPLICANT**



Signature of **SPOUSE**

CASEY CHORICE HUNT

Printed Name of **SPOUSE**



Signature of **APPLICANT**

JEFF FORTIER

Printed Name of **APPLICANT**



Signature of **SPOUSE**

SARAH FORTIER

Printed Name of **SPOUSE**

Nebraska Secretary of State

ASTRO THEATER, LLC

Wed Jul 12 15:28:33 2023

SOS Account Number

1906173977

Status

Active

Principal Office Address

222 S 15TH ST STE 1404S

OMAHA, NE 68102

USA

Registered Agent and Office Address

JAMES L JOHNSON

345 S. 70TH AVENUE

OMAHA, NE 68132

Designated Office Address

345 S. 70TH AVENUE

OMAHA, NE 68132

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jun 26 2019

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for ASTRO THEATER, 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	Jun 26 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Aug 22 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Mar 18 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Amendment	Jun 26 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Aug 19 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Document	Date Filed	Price	
Proof of Publication	Jan 11 2022	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 06 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Apr 27 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](#)

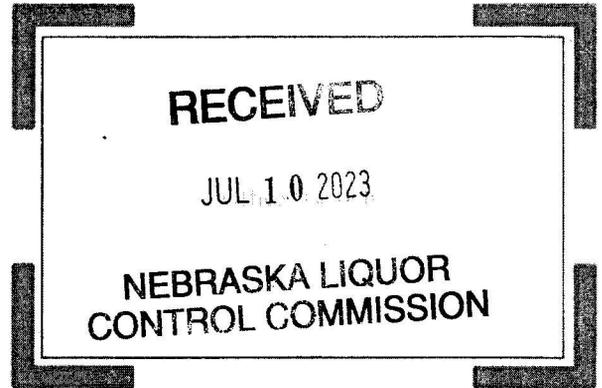
[↑ Back to Top](#)

LIMITED LIABILITY COMPANY (LLC)

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

ASTRO THEATER LLC

Name of Registered Agent: **Christopher Erickson**

LLC Address: **222 S 15th St**

City: **Omaha** State: **NE** Zip Code: **68102-1080**

LLC Phone Number: **402-578-4746** LLC Fax Number _____

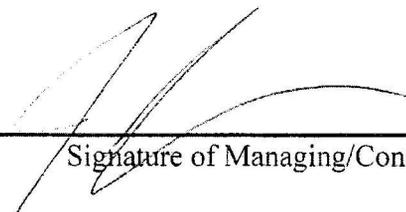
Name of Managing/Contact Member

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

Last Name: **Johnson** First Name: **James** MI: _____

Home Address: **9929 Broadmoor** City: **Omaha**

State: **NE** Zip Code: **68114** Home Phone Number: **402-208-9251**


Signature of Managing/Contact Member

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

Last Name: Omaha Live, LLC 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 50%

Last Name: Jamarcus Worldwide, LLC First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

~~#2~~ Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 50%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

YES NO

If yes, Form 185 is required

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

**CERTIFICATE OF ORGANIZATION
OF
ASTRO THEATRE, LLC**

**ARTICLE 1
NAME**

The name of this limited liability company is Astro Theatre, LLC (the "Company").

**ARTICLE 2
DESIGNATED OFFICE**

The Company's designated office in Nebraska is 222 S. 15th Street, 1404S, Omaha, Nebraska 68102.

**ARTICLE 3
REGISTERED AGENT**

The name of the registered agent of the Company is Christopher Erickson, 222 S. 15th Street, 1404S, Omaha, Nebraska 68102.

IN WITNESS WHEREOF, this Certificate of Organization has been executed by the undersigned, effective as of the 24 day of June, 2019.



M. Thomas Langan, II, Organizer

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

OMAHA LIVE LLC

Name of Registered Agent: **Josh Hunt**

LLC Address: **1520 Haskell Ave**

City: **Lawrence** State: **KS** Zip Code: **66044**

LLC Phone Number: **785-749-7475** LLC Fax Number: **N/A**

Name of Managing/Contact Member

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

Last Name: **Fortier** First Name: **Jeff** MI: _____

Home Address: **3130 Holly St** City: **Kansas City**

State: **MO** Zip Code: **68104** Home Phone Number: **785-550-8932**

Signature of Managing/Contact Member

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

Last Name: **Fortier** First Name: **Jeff** MI: _____

Spouse Full Name (indicate N/A if single): **Sarah J Fortier** * *spouse*

Percentage of member ownership **50%**

Last Name: **Hunt** First Name: **Josh** MI: _____

Spouse Full Name (indicate N/A if single): **Casey Chorce Hunt**

Percentage of member ownership **50%**

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

YES NO

If yes, Form 185 is required

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

Limited Liability Company Articles of Organization

The name of the Limited Liability Company:

Omaha Live LLC

File date: 12/15/2020

File time: 15:49:36

Business Entity ID Number: 9788183

Registered Office in Kansas:

- 1520 Haskell Ave
- Lawrence, Kansas
- 66044

Name of the resident agent at the registered office:

Josh Hunt

Mailing address for official mail:

- Omaha Live LLC
- 1520 Haskell Ave
- Lawrence, KS
- 66044 USA

Name of the organizer(s):

A&E Legal Services

I/We declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct.

Execution date: 12/15/2020

The signature(s) of the organizer(s):

Jade M Brown

Authorized agent for A&E Legal Services



I, Scott Schwab, Secretary of State of Kansas, do hereby certify that this is the true and correct copy of the original document filed electronically on 12/15/2020.

Scott Schwab

Kansas Secretary of State

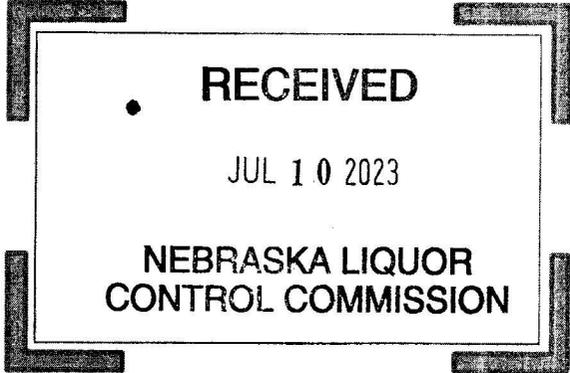
Memorial Hall, 1st floor - 120 SW 10th Ave. - Topeka, Kansas 66612-1594
phone: (785) 296-4564 - email: kssos@ks.gov - url: <https://sos.kansas.gov/>

LIMITED LIABILITY COMPANY (LLC) #2

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

Jamarcus Worldwide LLC

Name of Registered Agent: Dave Hohman

LLC Address: 6212 Maple Street

City: Omaha State: NE Zip Code: 68104-4004

LLC Phone Number: 402-208-9251

LLC Fax Number: _____

Name of Managing/Contact Member

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

Last Name: Johnson First Name: James MI: L

Home Address: 9929 Broadmoor Road City: Omaha

State: NE Zip Code: 68114-4926 Home Phone Number: _____

Signature of Managing/Contact Member

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

Last Name: **Johnson** First Name: **James** MI: **L**

Spouse Full Name (indicate N/A if single): **Jessica L Johnson** ***SPOUSE**

Percentage of member ownership 50%

Last Name: **Leibowitz** First Name: **Marc** MI: **B**

Spouse Full Name (indicate N/A if single): **Janelle M Leibowitz**

Percentage of member ownership 50%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

YES NO

If yes, Form 185 is required

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

**CERTIFICATE OF ORGANIZATION
OF
JAMARCUS WORLDWIDE LLC**

THE UNDERSIGNED, acting pursuant to the Nebraska Uniform Limited Liability Company Act (the "Act"), hereby adopts the following Certificate of Organization:

**ARTICLE I
Name**

The name of the limited liability company is JAMARCUS WORLDWIDE LLC (the "Company").

**ARTICLE II
Purposes & Powers**

The purposes for which the Company is organized are to engage in any and all lawful purposes for which a limited liability company may be organized under the laws of the State of Nebraska. The Company shall have and exercise all powers and rights conferred upon a limited liability company by the Act and any enlargement of such powers conferred by subsequent legislative act.

**ARTICLE III
Initial Designated Office**

The Company's initial designated office in Nebraska is 6212 Maple Street, Omaha, Nebraska 68104.

**ARTICLE IV
Initial Agent for Service of Process**

The name of the Company's initial agent for service of process is David M. Hohman, and the address of the Company's initial agent for service of process in Nebraska is 10500 Regency Circle, Suite 200, Omaha, Nebraska 68114.

**ARTICLE V
Operating Agreement**

The administration and regulation of the affairs of the Company shall be governed by a written Operating Agreement not inconsistent with this Certificate of Organization or the Act.

IN WITNESS WHEREOF, the undersigned, being the organizer of the Company, has executed this Certificate of Organization for the purposes of forming the Company under the Act as of 10 day of February, 2021.

Organizer:



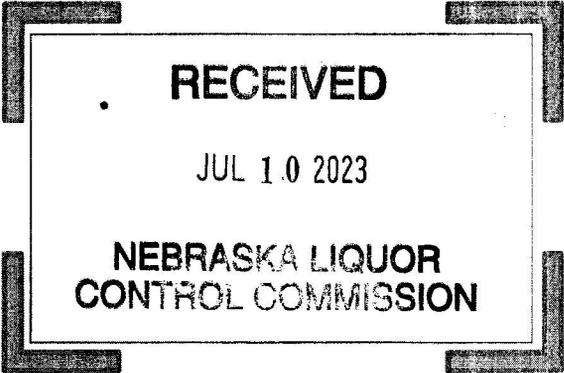
Marc Leibowitz

**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: The Astro Theater LLC

PREMISES INFORMATION

Premises Trade Name/DBA: The Astro

Premises Street Address: 8302 City Centre Drive

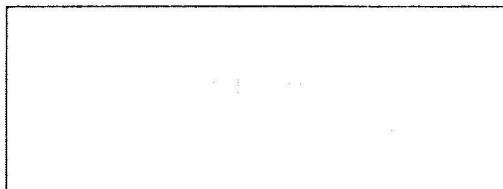
City: La Vista County: Sarpy Zip Code: 68128

Premises Phone Number: 402-208-9251

Premises Email address: jim@onepercentproductions.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.



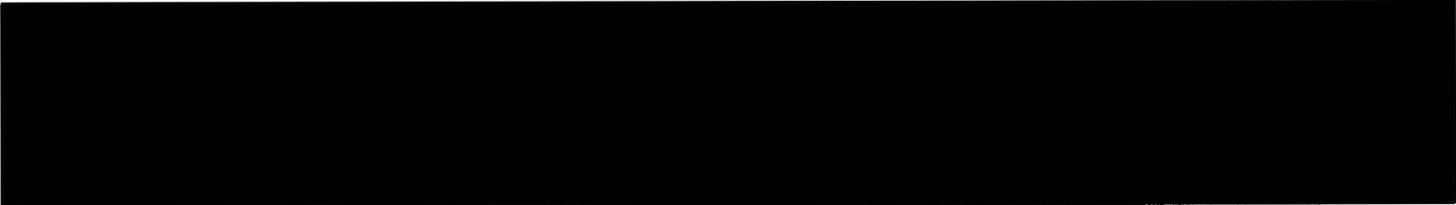
MANAGER INFORMATION

Last Name: Johnson First Name: James MI: L

Home Address: 9929 Broadmoor Road

City: Omaha County: Douglas Zip Code: 68114 - 4926

Home Phone Number: 402-208-9251



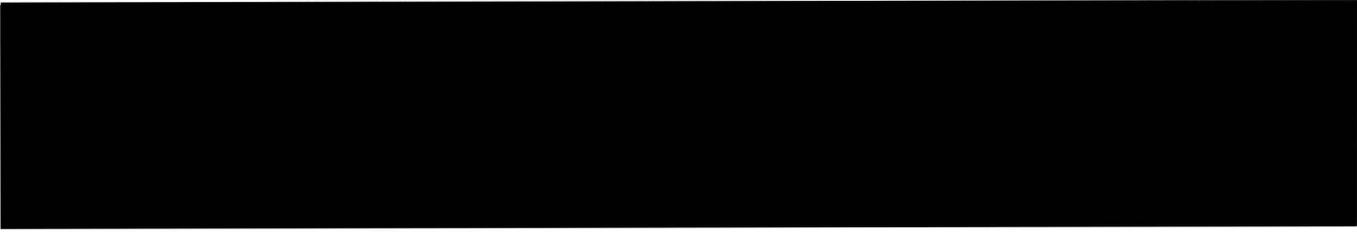
Email address: jim@onepercentproductions.com

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: Johnson First Name: Jessica MI: L



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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	1974	2023	Omaha, NE	1982	2023

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2007	2023	Self Employed		

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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)

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

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
James Johnson - Manager	2007	The Waiting Room
James Johnson - Manager	2014	Reverb
James Johnson - Manager	2022	The Admiral

5. Have you enclosed Form 147 regarding fingerprints?

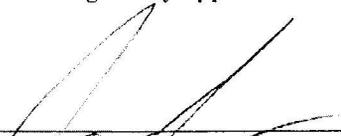
YES NO

**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.

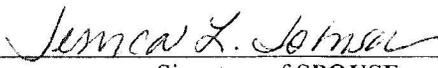
***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, 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**
James L. Johnson

Printed Name of **APPLICANT**

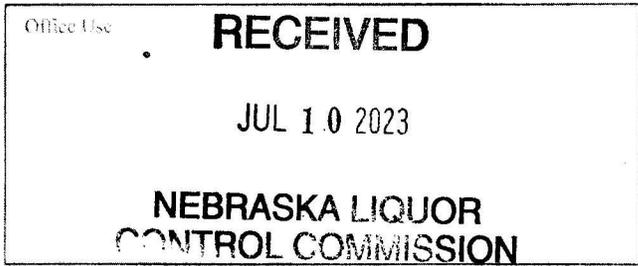


Signature of **SPOUSE**
Jessica L. Johnson

Printed Name of **SPOUSE**

**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



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

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

Signature of **NON-PARTICIPATING SPOUSE**

Sarah Fortier

Print Name

Signature of **APPLICANT**

Jeff Fortier

Print Name

State of ~~Nebraska~~ ^{Missouri}, County of Jackson

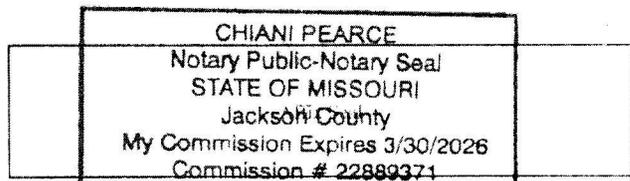
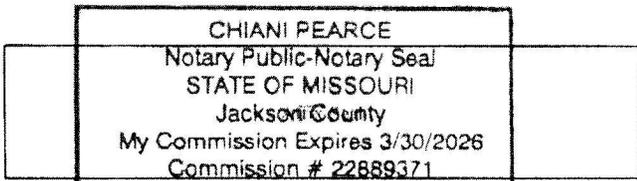
State of ~~Nebraska~~ ^{Missouri}, County of Jackson

The foregoing instrument was acknowledged before me
this 9th day of June 2023 (date)

The foregoing instrument was acknowledged before me
this 9th day of June 2023 (date)

by Sarah Fortier
Name of person acknowledged
(Individual signing document)

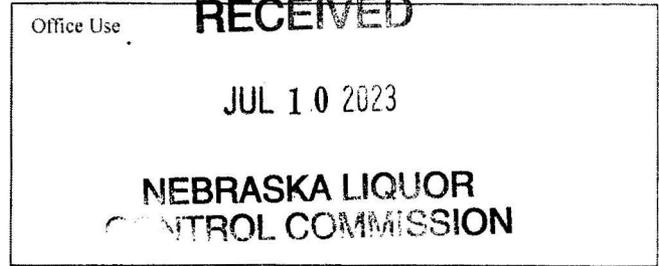
by Jeffrey Fortier
Name of person acknowledged
(Individual signing document)

Notary Public Signature
Notary Public Signature

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.

**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



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

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

Jessica Johnson
Signature of **NON-PARTICIPATING SPOUSE**
JESSICA L. JOHNSON
Print Name

James L Johnson
Signature of **APPLICANT**
James L Johnson
Print Name

State of Nebraska, County of Douglas

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 2 JUN 2023 (date)

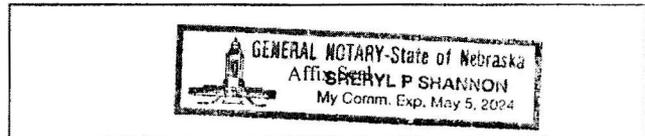
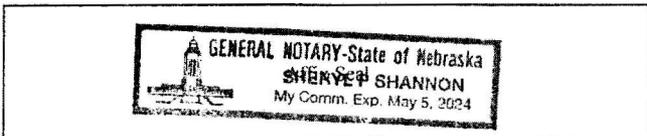
The foregoing instrument was acknowledged before me
this 2 JUN 2023 (date)

by Jessica Johnson
Name of person acknowledged
(Individual signing document)

by James Johnson
Name of person acknowledged
(Individual signing document)

Sheryl P. Shannon
Notary Public Signature

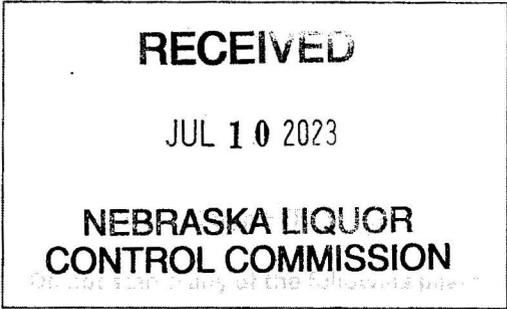
Sheryl P. Shannon
Notary Public Signature



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 The Astro Theater LLC

Name of Person Being Fingerprinted: James L Johnson

Date fingerprints were taken: 6-13-2023

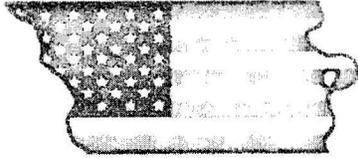
Location where fingerprints were taken: 4411 S 108th S/Omaha

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



douglas county
ELECTION COMMISSION

12220 W Center Rd
Omaha, Nebraska 68144
Phone: (402) 444 - VOTE (8683) • Fax (402) 444 - 4181
www.votedouglascounty.com

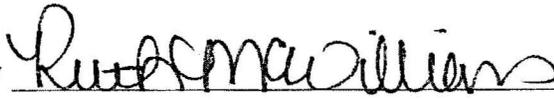
Brian W. Kruse, Election Commissioner

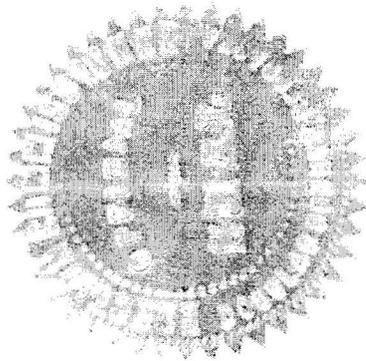
STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS

I, BRIAN W. KRUSE, Election Commissioner of Douglas County, Nebraska, do certify that James L. Johnson, now residing at 9929 Broadmoor, Omaha, Nebraska 68114, registered for voting in this office on 03/17/1992, stating under oath that he was born in Omaha, NE , and giving his birth date as 06/03/1974.

In testimony whereof, I have hereunto set my hand and caused to be affixed hereto, the seal of this office, in the City of Omaha, County of Douglas, State of Nebraska, this 6th day of June, 2023.

BRIAN W. KRUSE
Election Commissioner of
Douglas County, Nebraska

By 
Deputy



BUSINESS PLAN

FOR

ASTRO THEATER, LLC

The applicant, ASTRO THEATER, LLC will operate as a venue for live music concerts. Additionally, the business plans to have managerial supervision during all open hours. Finally, sufficient staff will be a constant requirement.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the Effective Date (as hereinafter defined), by and between City Centre Music Venue, LLC, a Nebraska limited liability company ("Landlord") and Astro Theater, LLC, a Nebraska limited liability company ("Tenant"). The "Effective Date" shall be the date upon which the last of Landlord and Tenant have signed this Lease.

ARTICLE 1 FUNDAMENTAL LEASE DEFINITIONS

- | | | |
|-----|-------------------------------------|--|
| 1.1 | <u>Address of Landlord.</u> | City Centre Music Venue, LLC
c/o City Ventures
222 S. 15 th Street, Suite 1404S
Omaha, NE 68102
Attn: Chris Erickson |
| 1.2 | <u>Landlord's Broker.</u> | Not Applicable. |
| 1.3 | <u>Address of Tenant.</u> | <u>Astro Theater, LLC</u>
6212 Maple Street
Omaha, NE 68104
Attn: Jim Johnson |
| 1.4 | <u>Tenant's Broker.</u> | Not Applicable. |
| 1.5 | <u>Property Manager.</u> | Not Applicable. |
| 1.6 | <u>Address of Property Manager.</u> | Not Applicable |
| 1.7 | <u>Property.</u> | Lot 3, La Vista City Centre Replat Four, located in the SW & NW ¼ Section 14, Township 14 North, Range 12 East of the 6 th p.m. in Sarpy County, Nebraska. |
| 1.8 | <u>Premises.</u> | The improvements located on the Property and more particularly described on the plan attached hereto as <u>Exhibit "A"</u> , including all buildings (the "Buildings") and all fixtures, furniture and equipment located thereon (the "FF&E"). For the avoidance of doubt, all FF&E installed in the Premises shall be owned by Landlord and included as part of the Premises for Tenant's use during the Term of this Lease. In addition, the Premises shall consist of approximately 100,862 square feet, calculated as follows: |

Square feet of Buildings (inclusive of outdoor concessions and VIP):

56,157 square feet

Square feet of Outdoor Music Venue:

Paved Area - 22,280 square feet

Seating Area - 1,700 square feet

Grass Area - 16,800 square feet

Stage – 3,925 square feet

1.9 Permitted Use. Tenant shall have the right to use the Premises as a Music Venue and event space, and for no other use without the prior consent of Landlord.

1.10 Trade name. Astro Theater

1.11 Initial Term. Twenty-Five (25) years

1.12 Extended Term Option(s). Two (2) options of Ten (10) years each

1.13 Lease Term Commencement Date. The Lease Term Commencement Date shall be the earlier of (i) thirty (30) days after Landlord delivers the Premises with Landlord's Work substantially completed (subject to punchlist items that can be completed within thirty (30) days) or (ii) the date when Tenant opens for business to the public. Within ten (10) days after the Lease Term Commencement Date, Landlord and Tenant will execute an addendum to the Lease to establish the Lease Term Commencement Date and Expiration Date.

1.14 Expiration Date. Twenty-Five (25) years after the Lease Term Commencement Date.

1.15 Base Rent. Commencing on the Lease Term Commencement Date and throughout the Term, as may be extended, Tenant shall pay Base Rent in the amount equal to the Debt Service for the Property for the applicable calendar year, which Base Rent shall be paid in equal monthly installments. "Debt Service" is defined to mean the cash that is required to cover the repayment of monthly interest and principal on the then current debt on the Property.

1.16 Percentage Rent. Tenant shall pay as Percentage Rent on an annual basis Landlord's share of the Final Distributed Cash (as defined in Section 4.6 below).

1.17 Security Deposit: None.

1.18 Lease Year. Each successive twelve (12) month period beginning on the Lease Term Commencement Date.

1.19 Opening and Operating Agreements. Tenant shall open for business in the Premises on or before thirty (30) days after the Lease Term Commencement Date and shall thereafter continuously occupy the Premises in accordance with Section 7.4 below.

1.20 Adjustment Period. Each calendar year occurring during the Term of this Lease.

1.21 Addenda/Exhibits. The exhibits listed below in this article are incorporated in this Lease by reference and are to be construed as part of this Lease:

- a. Exhibit "A" – Depiction of Premises
- b. Exhibit "B" – Work Agreement

ARTICLE 2 PREMISES

2.1 Premises. Upon the conditions, limitations, covenants and agreements herein set forth, Landlord hereby leases to Tenant, and Tenant hereby accepts, hires and leases from Landlord, the Premises during the Term. Subject to the other provisions of this Lease, Landlord shall have the right, in its sole and absolute discretion, to modify the Property and/or the Building(s) from time to time, but in no event shall such modification substantially interfere with Tenant's use of the Premises. Landlord reserves to itself the use of the roof, exterior walls and the area above and below the Premises (other than roll-up doors and exterior doorways), together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements now or in the future leading through the Premises and which serve other parts of the Property.

2.2 CCRs. This Lease of the Premises is subject to easements, covenants and restrictions of record, including but not limited to, the terms and conditions of that certain Declaration of Easements, Covenants, Conditions, and Restrictions, dated December 1, 2016 and filed December 2, 2016, in Instrument Number 2016-31246, all with the Register of Deeds Office of Sarpy County, Nebraska, as amended (the "CCRs"). In the event of a conflict between this Lease and the CCRs, the CCRs shall govern. In addition, the Lease of the Premises is subject to all applicable building restrictions, planning and zoning ordinances, governmental rules and regulations and all other encumbrances, covenants, restrictions and easements affecting the Premises.

ARTICLE 3 TERM

3.1 Initial Term. The Initial Term as provided in Article 1 of this Lease, subject to modification as hereinafter provided, together with any renewals or extensions thereof, are sometimes hereinafter referred to collectively as the "Term."

3.2 Commencement. The Initial Term as provided in Article 1 of this Lease, shall begin on the Lease Term Commencement Date.

3.3 Expiration. The Initial Term shall expire on the Expiration Date as provided in Article 1 of this Lease, unless sooner terminated in accordance with the provisions of this Lease.

3.4 Option to Renew. Subject to the condition that Tenant is not in default of the performance of any of the provisions of this Lease, Tenant shall have the option to renew this Lease as set forth in Article 1 above (the "Extended Term"), subject to all the same terms and conditions contained herein. Tenant shall exercise said option by providing Landlord written notice not less than three hundred sixty (360) days prior to the Expiration Date.

3.5 Acceptance of Premises. By taking possession of the Premises, Tenant accepts the Premises in its then "as is" condition and acknowledges that the Premises, the Building and the FF&E are in good and satisfactory condition at the time Tenant takes possession of the Premises. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any tenant improvements to the Premises except as expressly provided for in this Lease and Landlord's Work Letter attached hereto and incorporated herein as Exhibit "B".

3.6 Possession. Tenant agrees that if for any reason Landlord is unable to deliver possession of the Premises to Tenant on the Lease Term Commencement Date, Landlord shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable. If delivery of possession of the Premises to Tenant on the Lease Term Commencement Date is delayed by Landlord, the Term of this Lease shall not commence and the Rent (as hereinafter defined) which Tenant is obligated to pay hereunder shall not commence until possession of the Premises is delivered by the Landlord to Tenant. If completion of the Premises is delayed by reason of:

- a. any act or omission of Tenant or any of its employees, agents or contractors; or
- b. failure of Tenant to plan or execute Tenant's Work with reasonable speed and diligence; or
- c. changes by Tenant in its drawings or specifications or changes or substitutions requested by Tenant; or
- d. failure of Tenant to timely submit or approve drawings, plans or specifications,

then the Premises shall be deemed complete (and Tenant shall commence paying the rent pursuant to the terms hereof) on the date when it would have been completed but for such delay.

ARTICLE 4 RENT

4.1 Base Rent. For each Lease Year during the Lease Term, and on a pro rata basis for any partial Lease Year, Tenant shall pay to Landlord a guaranteed base rent in the amount set forth as a Fundamental Lease Provision (the "Base Rent"). The Base Rent shall be payable in advance in equal monthly installments on the first day of each calendar month during the Lease Term. The monthly installment of Base Rent for any period during the Lease Term prior to the commencement of the first Lease Year and for any other period of less than a calendar month shall be prorated on a daily basis and shall be paid by Tenant to Landlord within five (5) days after the commencement of the period for which it is due.

4.2 Additional Rent. For each Lease Year during the Lease Term, and on a pro rata basis for any partial Lease Year, Tenant shall pay to Landlord, as Additional

Rent, any other money required to be paid pursuant to this Lease and all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "Additional Rent". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as Additional Rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Landlord.

4.3 Partial Month. If the Lease Term Commencement Date does not begin on the first day or end on the last day of a month, Rent for such partial month shall be prorated by multiplying the monthly Rent by a fraction, the numerator of which shall be the number of days of such partial month included in the Term and the denominator of which shall be the total number of days in the full calendar month. Base Rent, Additional Rent and Percentage Rent are sometimes hereinafter referred to collectively as "Rent."

4.4 Late Fees. In the event that Tenant fails to pay any installment of Rent within ten (10) days after its due date, Tenant shall also pay any late fees or penalties charged by Landlord's lender for failure to pay its Debt Service.

4.5 Recapture of Concessions. Tenant acknowledges and agrees that, in entering into this Lease, Landlord is relying upon receipt of all rent and other monies to become due with respect to all the Premises originally leased hereunder for the full initial Term in granting certain concessions to Tenant or the payment of any real estate broker commission or fee. Accordingly, Tenant agrees that Landlord's promise to pay Tenant a tenant improvement allowance and/or Landlord's payment of any lease commission or fee in connection with this Lease is expressly contingent on Tenant occupying the Premises and continuously operating for the Permitted Use for the entire initial Term. If Tenant's right to possession of the Premises shall be terminated, for any reason, as of any date prior to the expiration of the full initial Term, Tenant must immediately pay, as Additional Rent hereunder, Landlord all such sums that have been paid by Landlord to Tenant or on Tenant's behalf, or any rent or other fees that were left unpaid by Tenant.

4.6 Percentage Rent. In no event shall Tenant distribute any funds to its members, owners, partners or affiliates during each Lease Year until Tenant has paid Percentage Rent (as hereinafter defined). At least fifteen (15) days prior to the end of each Lease Year, after payment of all Base Rent, Additional Rent and any other Operating Expenses or other costs of Tenant related to the Premises, Tenant shall provide Landlord with (i) a written report of the remaining revenue being held by Tenant (the "Distributable Cash"), which report will include the total Distributable Cash and any portion of the Distributable Cash that Tenant reasonably determines is advisable to hold back to cover expenses for the Tenant related to the Premises for the next Lease Year (the "Holdback") and (ii) payment of the Percentage Rent, if applicable (as hereinafter defined). Should Tenant decide to distribute funds to its members, owners, partners, or affiliates, and should Distributable Cash less the Holdback (the "Final Distributable Cash"), equal a positive amount, then "Percentage Rent" will be Fifteen Percent (15%) of Gross Revenue (as defined below) less the Base Rent payments for the Lease Year. All remaining portions, if any, of the Final Distributable Cash shall be distributed by Tenant as it deems desirable.

4.7 Gross Revenue Reporting and Definition.

a. Tenant shall submit to Landlord, within sixty (60) days following the end of each month during the Lease Term (including the 60th day following the end of the Lease Term), a written statement, signed by Tenant and certified by Tenant to be true and correct, showing the amount of Gross Revenue during the each month. Tenant also shall submit to Landlord, on or before the 120th day following the end of each Lease Year (including the last Lease Year), a written statement signed by Tenant and certified by Tenant to be true and correct, setting forth the amount of Gross Revenue during such preceding Lease Year. The statements referred to in this section shall be in such form and contain such details as Landlord reasonably may require. The acceptance by Landlord of payments of Percentage Rent or reports thereon shall be without prejudice to and in no way shall constitute a waiver of Landlord's right to examine Tenant's books and records of its Gross Revenue and inventories of merchandise. "Gross Revenue", as used in this Lease, shall mean the aggregate dollar amount of (a) sales price of all goods, wares, and merchandise sold and the charges for all services performed by Tenant or anyone else in, at, or from the Premises, whether sold or performed for cash, for check, on credit, or other-wise, without reserve or deduction for any inability or failure to collect therefor, including but not limited to such sales and services (i) where the orders therefor originate at and are accepted by Tenant in the Premises, but delivery or performance thereof is made from or at any other place, (ii) pursuant to mail, telegraph, telephone, electronic, video, computer or the Internet, or other similar orders received or billed at or from the Premises, (iii) by means of mechanical or other vending devices, or (iv) as a result of transactions originating from any other source and which Tenant in the normal and customary course of its operations would credit or attribute to its business conducted in, at, or from the Premises; and (b) all moneys or other things of value received by Tenant from its business conducted in, at, or from the Premises which are neither included in nor excluded from Gross Revenue by the other provisions of this definition. "Gross Revenue" shall not include (i) the exchange of merchandise between stores of Tenant where such exchanges are made solely for the convenient operation of Tenant's business, (ii) returns to vendors or manufacturers, (iii) sales of fixtures and equipment after use thereof in the conduct of Tenant's business, (iv) cash or credit refunds made upon transactions included within Gross Revenue not exceeding the selling price of merchandise returned by the purchaser and accepted by Tenant, (v) any ticketing rebate(s) earned by Tenant in excess of \$2.50 per ticket, (vi) any ticketing right signing bonus(es) or advance(s), (vii) all costs associated with acquisition and fulfillment of sponsorships (i.e. only Net Sponsorship revenues included in Gross Revenues), (viii) any Net Sponsorship or other consideration received by Tenant that is contributed to Landlord or otherwise goes towards Tenant members' capital contributions in Landlord entity, or (ix) the amount of any city, county, state, or federal sales, luxury, or excise tax on such sales, which tax either is added to the selling price or absorbed therein and also is paid directly to the taxing authority by Tenant; provided, however, that no franchise or capital stock tax and no income or similar tax based upon income, profits, or gross revenue as such shall be deducted from Gross Revenue in any event whatsoever. Layaway payments shall be included in Gross Revenue at the times they are received.

ARTICLE 5 EXPENSES

It is the intention of the parties and they hereby agree that this shall be an absolutely net lease, and except as expressly set forth herein, the Landlord shall have no obligation to provide

any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. Tenant hereby agrees to directly set up, manage, and pay all Operating Expenses, Insurance and all Real Estate Taxes (as defined in Sections 5.1, 5.2 and 13.1 below) and to provide evidence of such payments upon written request of Landlord.

5.1 Operating Expenses. Tenant shall be solely responsible for payment of all Operating Expenses in connection with the Premises. "Operating Expenses" are defined as the total cost and expense incurred, during each Lease Year, in managing, operating, equipping, lighting, repairing, replacing and maintaining the Premises, including the Buildings and FF&E, and all other portions of the Property, as well as all charges and assessments under the CCRs applicable to the Property.

5.2 Real Estate Taxes. "Real Estate Taxes" are defined to include the following:

a. any real estate taxes, fees, assessments (including, but not limited to, any local improvement district assessments), or other charges assessed against the Property and any improvements thereon;

b. all personal property taxes on personal property used in connection with the Property and related structures and the FF&E.

c. any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed, and which become payable during the Term hereof upon all improvements made to the Premises, over and above the Building shell, whether installed by Landlord or Tenant;

d. any and all environmental levies or charges now in force affecting the Property or any portion thereof, or which may hereafter become effective, including, but not limited to, parking taxes, levies, or charges, employer parking regulations, and any other parking or vehicular regulations, levies, or charges imposed by any municipal, state or federal agency or authority;

e. any other taxes levied or assessed in addition to, as a replacement, alteration, or substitute for, or in lieu of such real or personal property taxes;

f. any and all fees reasonably paid by Landlord in its opposition of tax assessments that are directly related to the Premises and/or the Property;

g. any expenses incurred in connection with any requirement subsequent to the date hereof for changes at the Property so as to comply with then existing laws, ordinances or codes imposed by federal, state or local governmental authorities, together with any and all fees reasonably incurred by Landlord in its opposition to any such regulations; and

h. all new and increased assessments, taxes, fees, levies and charges relating to the Property shall be included within the definition of "Impositions" for the purposes of this Lease.

Real Estate Taxes shall exclude: (i) federal, state or local income taxes, (ii) franchise, gift, transfer, excise, capital stock, estate, succession or inheritance taxes, and (iii) penalties or interest for late payment of Real Estate Taxes.

5.3 Payment By Landlord. In the event Tenant fails to pay any Operating Expenses, Insurance or Real Estate Taxes prior to delinquent, subject to reimbursement as provided under this Article 5, Landlord may at Landlord's discretion pay such Operating Expenses, Insurance or Real Estate Taxes before delinquency. In such event, Tenant shall remit payment to Landlord within ten (10) days after receiving Landlord's written statement setting forth the amount of delinquent expenses. Tenant's failure to pay Landlord within the ten-day period shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent.

5.4 Personal Property Tax. Before delinquency, Tenant shall pay to the appropriate taxing authority taxes assessed during the Term against the FF&E and any additional trade fixtures or personal property placed by Tenant in the Premises. If these taxes are assessed against the Building, Tenant shall pay its share of the taxes to Landlord within ten (10) days after receiving Landlord's written statement setting forth the amount of taxes applicable to Tenant's property and the basis for the charge to Tenant. Tenant's failure to pay Landlord within the ten-day period shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent.

5.5 Utilities. Tenant shall pay for all gas, water, electricity, telephone, and other utility services used or consumed in or about or furnished to the Premises during the Lease Term and shall pay all sewer use fees or similar charges made or imposed with respect to or against the Premises during the Lease Term. Tenant shall hold Landlord and the Premises harmless from all liens, charges, and costs with respect to such items. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving the Premises and that if any equipment installed by Tenant requires additional utility facilities, such additional utility facilities shall be installed at Tenant's expense in accordance with plans and specifications approved in writing in advance by Landlord. Landlord shall not be liable for any interruption in the supply of any utilities to the Premises or for any damage caused either to the electrical system or to Tenant's equipment in the Premises by any power surge. Landlord does not guarantee the availability of any utilities. If Landlord provides any of such utility services to Tenant because they are not or cannot be separately metered or billed to Tenant, then Tenant shall pay to Landlord, within ten (10) days after receiving a statement therefor from Landlord, Tenant's equitable share of the billing received by Landlord for such utility service, which share shall be determined by Landlord in its sole discretion taking into account such factors, including but not limited to the nature of Tenant's business, as Landlord reasonably may consider to be appropriate.

ARTICLE 6 COMPLIANCE WITH LAWS

Tenant shall comply with all applicable laws, ordinances, codes and insurance company requirements in connection with the Premises and use of the Building, including but not limited to the following, (i) laws and rules regarding the physical condition of the Premises and (ii) laws and rules regarding the use of the Premises and with which only the occupant can comply, such as laws governing maximum occupancy, zoning and use restrictions, workplace smoking and

illegal business operations, such as gambling. Tenant shall comply with all recorded covenants, restrictions and conditions, including the CCRs, and will not violate any restrictions set forth therein. Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls.

ARTICLE 7 PERMITTED USES; PROHIBITIONS

7.1 Permitted Uses. Tenant may use the Premises solely for the purpose set forth in Article 1 above and for no other purpose without the prior written consent of Landlord.

7.2 Operation of Business. Tenant shall not conduct auction sales, fire sales, vacancy sales, or "going out of business" sales in or from the Premises without written consent of Landlord, nor shall Tenant use or permit the use of vending machines inside the Premises (except for exclusive use of employees) or outside the Premises. Tenant shall not conduct business promotions on the sidewalks or parking lot of Landlord's Parcel, without Landlord's prior written consent. Tenant shall (a) conduct its business in the entire Premises; (b) remain open for business during customary business days and hours for similar businesses in the city or trade area where the Building is located and also shall remain open on such days and for such hours as Landlord generally may require of businesses in the Building; (c) adequately staff its store with sufficient employees to handle the maximum amount of business and carry a stock of merchandise of such size, character, and quality as may be necessary to accomplish such maximum amount of business; (d) keep its display windows and signs, if any, well lighted during all business hours; (e) keep the Premises and both the exterior and interior portions of windows, doors, and other glass or plate glass fixtures therein in neat, clean, sanitary, and safe conditions; (f) warehouse, store, or stock only such goods, wares, and merchandise in the Premises as Tenant intends to offer for sale at retail in the Premises; (g) neither solicit business nor distribute advertising matter in the Common Areas; (h) not place any excessive weight upon the floor of the Premises; and (i) use the insignia or other identifying mark of the Building (if any) designated by Landlord in Tenant's advertising, whether printed or visual, and make reference to the name of the Building in each instance of audio advertising without Landlord's prior written consent. Tenant shall not conduct its business in the Premises under any name other than the trade name set forth as in Article 1 of this Lease without first obtaining Landlord's written consent to such change of trade name.

7.3 Prohibitions. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them (including unreasonable noise or odor) or their use of the Building or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Tenant shall

have an affirmative obligation to design the Premises and the improvements within the Premises in such a manner as to avoid excessive noise, odor or other disturbances to the other tenants or invitees of the Building. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Landlord shall have the right to impose restrictions or penalties on Tenant in the event Landlord determines, in its sole discretion, that Tenant has violated the provisions of this Section 7.3.

7.4 Continuous Occupancy. Tenant agrees continuously throughout the Lease Term to occupy the Premises and to conduct its business therefrom during all normal business hours and Tenant's failure to comply with the preceding provisions of this sentence shall constitute a default under this Lease. Notwithstanding the foregoing, in the event Tenant does not occupy the Premises and conduct its business therefrom due to a casualty, remodeling or renovation (not to exceed three (3) months) or a closure or shutdown mandated by applicable governmental bodies, then Tenant shall not be in default of this Section 7.4.

7.5 Signs and Advertising. In order to provide architectural control for the Premises, Tenant may install, at Tenant's expense, only such exterior signs, marquees, billboards, outside lighting fixtures and/or other decorations on the Premises as shall have been approved in advance and in writing by Landlord. Landlord agrees that Tenant may install signage of the quality and style typical for comparable facilities on the project monument signage and in the front windows of the Theater building. The care and maintenance of all such approved signs shall be the sole responsibility of Tenant. Landlord shall have the right to remove any such sign or other decoration and fully restore the exterior of the Premises at the cost and expense of Tenant if any such exterior work is done without Landlord's prior written approval. Upon the expiration or earlier termination of this Lease, Tenant shall remove any such sign or decoration and fully restore the exterior of the Premises, at Tenant's sole cost and expense.

ARTICLE 8 TENANT'S COVENANTS

8.1 Maintenance and Repair. The parties hereby agree that Landlord shall be responsible for exterior building maintenance limited to structural, façade and roofing components. Tenant shall be directly responsible for paying all other repair, maintenance, replacement and other Operating Expenses for the Premises, including the Buildings and all FF&EE. Tenant, at its sole cost and expense, shall at all times throughout the Term, maintain all other portions of the Premises, including the Buildings and the FF&E, together with all appurtenances thereto wherever located (ordinary wear and tear excepted), including but not limited to the following: repairs, maintenance, replacement and repairs with respect to the pavement, parking lot and sidewalks, heating, ventilation and air conditioning ("HVAC"), plumbing, glass, electrical, power generator(if applicable), battery backup, card access for the doors for the Building(s), door hardware, locks and keys, video monitoring systems, alarm systems, common area utilities, utilities for the Building(s), janitorial services, landscaping, maintenance services, security services, snow removal, water, sewer and garbage, insurance, property taxes and assessments, and any third party property management fees incurred in the operation and management of the Premises. Tenant shall also keep and maintain in good order and condition any special equipment, fixtures or facilities serving the Premises. Tenant shall also repair

(or, at the election of Landlord, shall reimburse Landlord for the repair of) any damage to the structural portions of the Building, roof and Premises resulting from Tenant's negligent acts or omissions or those of anyone acting or claiming under Tenant, or resulting from the failure of Tenant or anyone claiming under Tenant to perform or observe the covenants or conditions in this Lease, contained or resulting from alterations, additions or improvements to the Premises made by Tenant or anyone claiming under or acting through Tenant. The obligation to repair shall also include the obligation to replace when necessary or appropriate.

8.2 Use, Waste, Nuisance, Etc. Tenant shall not injure, overload, deface or commit waste in the Premises or any part of the Building, nor permit the occurrence of any nuisance therein or the emission therefrom of any objectionable noise or odor, nor use the Premises for any purpose other than the Permitted Use set forth in Section 7.1 nor use or permit any use which is liable to invalidate or increase the premium for any insurance on the Building or its contents or which is liable to render necessary any alterations or additions to the Property. Subject to the right of Landlord to approve in advance the locations of any heavy equipment, Tenant shall not place a load upon the Premises exceeding an average rate of 80 pounds live load per square foot of floor area.

8.3 Rules and Regulations. Tenant and Landlord shall endeavor in good faith to create reasonable rules and regulations pertaining to the care and use of the Premises and the Building that are consistent with the Permitted Use prior to the Lease Term Commencement Date (hereinafter "Rules and Regulations").

8.4 Indemnification.

a. Tenant waives all claims against Landlord, its agents and employees for loss, theft or damage to equipment, furniture, records and other property on or about the Premises, for loss or damage to Tenant's business or for death or injury to persons on or about the Premises or the Building, except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents or employees. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant on or about the Premises, and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim, action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's sole cost and expense and by counsel reasonably satisfactory to Landlord. In addition to the foregoing, Landlord may repair any damage to the Building or to the improvements on the Land caused by Tenant's employees, agents, independent contractors, or invitees (including damage and breakage occurring when Tenant's property is being moved into or out of the Building) and Landlord may recover all actual and reasonable costs and expenses thereof from Tenant as Additional Rent.

b. Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity,

water or rain which may leak from any part of the Building or from the pipes, appliances, or plumbing works therein or from the roof, street or subsurfaces or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Tenant shall give prompt notice to Landlord in case of casualties or accidents in the Premises.

8.5 Entry for Repairs and Inspections. Tenant shall permit Landlord and Landlord's agents to enter and examine the Premises at reasonable times (upon reasonable advance notice to Tenant, and subject to Tenant's security requirements) and if Landlord shall so elect, to perform any repairs or other work permitted by Landlord by Article 22.

8.6 Alterations, Additions, Heavy Equipment, Etc. Tenant shall not make any alterations, additions or improvements on or to the Premises, including, but not limited to penetration of the roof, nor erect or paint any sign or other identification on any exterior window or other exterior surface of the Premises or the Building without obtaining Landlord's prior written consent. To the extent any such alterations, additions or improvements are authorized by Landlord, all such alterations, additions and improvements shall be performed by contractors or mechanics approved by Landlord, provided, however, that Tenant must use Landlord's roofing contractor for any roof penetrations to assure warranty of the roof. Tenant further covenants and agrees that all work done by Tenant shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations and requirements of all governmental or regulatory bodies and agencies. Tenant shall also pay all costs for such alterations, additions and improvements including any alterations, additions or improvements to the Premises required by any governmental agency during the Term of this Lease. Any signage, whether temporary or permanent, shall be subject to Landlord's prior written consent and shall further conform to all applicable laws, regulations and ordinances. Tenant shall be responsible for the cost of erecting and maintaining any signage, and for ensuring conformance as aforesaid. Upon termination or expiration of this Lease, Tenant shall be responsible for removing any and all signs and repairing any damage caused by such removal. Tenant shall not bring into or install in the Premises any safes, or bulky or heavy furnishings, equipment or machines without the prior written approval of Landlord as to methods of transportation and installation. Landlord may prohibit the installation of any such items if the weight of any such item would exceed the weight limits or load-bearing capacities of the Building's floors, elevators, etc.

8.7 Surrender and Lien for Rent. Upon the expiration or termination of this Lease, Tenant agrees to (i) surrender the Premises and all keys to the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in good order, condition and repair, ordinary wear and tear excepted and (ii) return and surrender the FF&E to Landlord, in good condition, normal wear and tear excepted, free and clear of any lien, security interest, claim or encumbrance of any kind. Tenant shall, at its sole cost and expense, at the time of such expiration or termination, remove any personal property which Tenant, at its sole cost and expense, installed after the Lease Term Commencement Date with Landlord's approval or any FF&E or other personal property that Landlord, in its sole discretion, has directed Tenant to remove, making any repairs to the Premises and other areas necessitated by such removal and leaving the Premises in broom clean condition. If Tenant fails to remove any of such goods, effects and fixtures, Landlord

may have them removed forcibly, if necessary, and store any of Tenant's property in a public warehouse at the risk of Tenant; the expense of such removal, storage and reasonable repairs necessitated by such removal shall be borne by Tenant or reimbursed by Tenant to Landlord.

8.8 Payment for Tenant Work. Tenant shall promptly pay when due the entire cost of any work undertaken by Tenant in the Premises, including equipment, furnishings and fixtures, so that the Premises shall always be free of liens for labor and materials. Tenant shall obtain all permits or licenses for such work. Tenant shall also indemnify and save Landlord harmless from and against all injury, loss, claims, liens or damage to any person or property occasioned by or arising from such work. If any mechanic's, materialmen's or construction lien (which terms shall include any and all similar liens relating to the furnishing of labor and materials) is filed against the Building or any part thereof which is claimed by the filing party to be attributable to Tenant, its agents, employees or contractors, Tenant shall promptly discharge the same by payment thereof or filing any necessary bond.

8.9 Financial Reports. Upon Landlord's request, Tenant shall provide Landlord with a copy of Tenant's most recent financial and operating statements, including balance sheets. Tenant further agrees to provide Landlord with bank references upon Landlord's request.

ARTICLE 9 SUBLETTING AND ASSIGNMENT

Tenant shall not assign this Lease nor sublet the Premises in whole or in part, and shall not permit Tenant's interest in this Lease to be vested in any third party by operation of law or otherwise, without the prior written consent of Landlord. The sale or transfer of ownership or of a controlling interest in the stock of Tenant shall constitute an assignment or a subletting under this Lease. Notwithstanding the foregoing, Landlord's consent shall not be required for: (i) a merger, consolidation, reorganization or similar transaction with a related or unrelated entity, (ii) a transfer to a parent corporation, controlled subsidiary, affiliate or related entity, (iii) any other assignment to a corporation or entity which assumes Tenant's obligations and either controls or is controlled by or under common control with Tenant or (iv) the sale of all or substantially all of the stock or assets of Tenant in a single or series of related transactions, or (each, a "Permitted Transfer"). In the event of any subletting of the Premises or assignment of the Lease by Tenant with or without Landlord's consent, including a Permitted Transfer, Tenant shall remain responsible and liable to Landlord for payment of the Rent stipulated herein and for the full and timely performance of all other covenants and conditions contained herein. In connection with a requested Assignment or Sublease, Tenant shall pay to Landlord an administrative fee of \$1,000.00 for reviewing, processing and/or documenting any request Assignment or Sublease, whether or not Landlord's consent is granted. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial strength of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises.

ARTICLE 10 FORCE MAJEURE

If Landlord, as the result of any (i) strikes, lockouts or labor disputes; (ii) inability to obtain labor, materials, fuel, electricity, services or reasonable substitutes therefore; (iii) acts of

God, civil commotion, fire or other casualty; (iv) governmental action of any kind; or (v) other conditions similar to those enumerated in this Article 10 which are beyond Landlord's reasonable control, fails punctually to provide any service or to perform any obligation on its part to be performed hereunder, then, unless otherwise expressly provided, such failure shall be excused and not be a breach hereunder, but only to the extent occasioned by such event.

ARTICLE 11 EMINENT DOMAIN

11.1 Taking/Condemnation by Governmental Authority. If all of the Premises shall be taken or condemned by a governmental or quasi governmental authority for any public or quasi public use or purpose (including a sale under threat of such a taking or condemnation), this Lease shall terminate on the date title thereto vests in the governmental or quasi-governmental authority, and all Rent payable hereunder shall be apportioned as of such date. If more than a substantial part (as hereinafter defined) but less than all of the Premises shall be taken or condemned by a governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale under threat of such a taking or condemnation), Landlord shall have the right to terminate this Lease by giving Tenant thirty (30) days prior written notice of such termination, in which event all Rent payable hereunder shall be apportioned as of the date title vests in the governmental or quasi-governmental authority. If less than a substantial part of the Premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale under threat of such a taking or condemnation), or if Landlord fails to terminate this Lease according to the preceding sentence, this Lease shall continue in full force and effect. For purposes of this Article 11, a substantial part of the Premises shall be considered to have been taken or condemned if more than twenty five percent (25%) of the Premises are rendered unusable as a result of such taking or condemnation.

11.2 Awards and Damages. All awards, damages and other compensation paid by the condemning authority on account of such taking or condemnation (or sale under threat of such a taking or condemnation) shall belong to Landlord, and Tenant hereby assigns to Landlord all rights to such awards, damages to the Premises, the value of the unexpired term of the Lease, the loss of profits or goodwill, leasehold improvements or severance damages. Nothing contained herein, however, shall prevent Tenant from pursuing a separate claim against the condemning authority for the value of furnishings, equipment and trade fixtures installed in the Premises at Tenant's expense and for relocation expenses, provided that such claim shall in no way diminish the award or compensation payable to or recoverable by Landlord in connection with such taking or condemnation.

ARTICLE 12 DAMAGE BY FIRE OR CASUALTY

12.1 Repair or Restoration. If during the Term of this Lease the Buildings or the Premises, or any portion thereof, shall be damaged by fire or other insured casualty, Landlord shall commence repair or restoration within thirty (30) days of such damage or destruction and shall diligently pursue such repair and restoration to completion unless this Lease is terminated as provided herein. To the extent not covered by insurance obtained by Landlord in accordance with Article 13, Landlord

shall pay the cost to repair any damage or destruction to the Building or the Premises caused by the negligence or willful misconduct of Landlord, its agents or employees. To the extent not covered by insurance obtained by Landlord in accordance with Article 13, Tenant shall pay the reasonable cost of repair of any damage or destruction of the Building or the Premises caused by the negligence or willful misconduct of Tenant, its employees, agents or visitors. The cost of repair of the Building or the Premises shall include a reasonable overhead and profit charge by Landlord. Tenant shall vacate such portion of the Premises as Landlord reasonably requires to enable Landlord to repair the Premises or the Building

12.2 Termination by Landlord. Notwithstanding anything to the contrary contained in this Lease, if the proceeds of insurance are insufficient to pay for the repair of any damage or destruction to the Premises or the Building, or if the Premises or the Building are damaged or destroyed to an extent which may not be repaired within one hundred eighty (180) days after the commencement of repair, as determined by Landlord, Landlord shall have the option to terminate this Lease by giving Tenant written notice of such termination; provided, however, the notice must be delivered to Tenant within sixty (60) days of such damage or destruction. Any termination of this Lease pursuant to this Section 12.2 shall be effective as of the date of the damage or destruction.

12.3 Abatement of Rent. If the Premises are damaged or destroyed by fire or other insured casualty not caused by the negligence or willful misconduct of Tenant, its agents, employees or visitors, the Rent shall abate until such damage or destruction is repaired in proportion to the reduction of the area of the Premises useable by Tenant. If, however, the damage or destruction is the result of the willful conduct or negligence or failure to act of Tenant, its agents, contractors, employees or invitees, there shall be no abatement of Rent as otherwise provided in this Section 12.3.

ARTICLE 13 INSURANCE; WAIVERS OF SUBROGATION

13.1 Tenant Insurance. Tenant shall, at all times during the Term, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of commercial general liability insurance coverage assuring against loss, damage or liability for injury or death to persons and loss or damage to property occurring from any cause whatsoever in connection with the Premises or Tenant's use thereof. Such liability insurance shall be in amounts not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate, Two Million Dollars (\$2,000,000) combined single limit coverage (and, if the use and occupancy of the Premises include any activity or matter that is or may be excluded from coverage under a commercial general liability policy (e.g., the sale, service, or consumption of alcoholic beverages), Tenant shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter in such amounts as Landlord may reasonably require). Such insurance policy shall have a deductible of Ten Thousand Dollars (\$10,000) or less. Such insurance shall also cover and include all signs maintained by Tenant hereunder. Landlord and Property Manager shall be named as an additional insured (and at Landlord's option, any other persons, firms or corporations designated by Landlord shall be additionally named as insured parties) under each such policy of

insurance. Each such party shall be designated as an additional insured under ISO endorsement CG 20 10 1185 or such other comparable endorsement upon Landlord's reasonable request. Tenant shall also cover contractual liability insurance that is sufficient to cover Tenant's indemnity obligations hereunder if such contractual liability insurance is not already included in Tenant's commercial general liability insurance policy. Tenant shall, at all times during the Term, at its sole cost and expense, procure and maintain in full force and effect property insurance covering not less than one hundred percent (100%) of the current replacement value of all tenant improvements and alterations and betterments in the Premises made by Tenant, including without limitation, the Tenant's Improvements, and furniture, fixtures, and personal property therein. Such insurance shall also cover and include all exterior signs maintained by Tenant hereunder and shall include coverage for plate glass.

13.2 Landlord Insurance. Landlord shall procure and maintain fire and extended coverage insurance with a reliable insurer upon the Building in an amount equal to the full replacement cost of those building components normally covered by standard fire and extended coverage insurance policies. In addition, Landlord may maintain any other insurance reasonably necessary to protect the Building and the Property and all such insurance shall be deemed an Operating Expense and reimbursed by Tenant within thirty (30) days after submittal of a receipt.

13.3 Certificate of Insurance. A certificate issued by the insurance carrier or legal representative for each policy of insurance required to be maintained by Tenant hereunder shall be delivered to Landlord and all other named insureds on or before the Lease Term Commencement Date or earlier occupancy and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each certificate of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall be in form and substance reasonably satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days' prior written notice to Landlord and all other named insureds of the cancellation, non-renewal, or amendment of the applicable policy. Any proposed diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question, initiated by either the insurer, or by the Tenant shall require not less than thirty (30) days' prior written notice to Landlord. All such insurance policies shall be in form reasonably satisfactory to Landlord, and shall be issued by insurance carriers having an A.M. Best rating of at least A-VIII or higher who are authorized to transact business in the State of Nebraska. If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance, and Tenant shall pay to Landlord on demand the premium costs thereof, plus an administrative fee of fifteen percent (15%) of such cost.

13.4 Waiver of Recovery Rights. The parties hereto waive any and all rights of recovery from the other, their respective partners, officers, agents, and employees for any injury or loss, including consequential loss or damage, caused by any peril or perils (including negligent acts) enumerated in each form of insurance policy actually carried by such waiving party or deemed to be carried by such waiving party; provided however, that this release shall not be applicable to the portion of any damage that is not reimbursable by the damaged party's insurer because of the deductible. For

purposes of this Section 13.4, Landlord and Tenant shall be deemed to be carrying any insurance policies that they are required to carry, pursuant to Sections 13.1 and 13.2, but are not actually carrying.

13.5 Waiver of Subrogation. Each policy of insurance provided for in this Section 13 shall contain an express waiver of any and all rights of subrogation thereunder whatsoever against the insured party, its partners, officers, agents and employees, to the extent of the insurance coverage required under this Lease. All such policies shall be written as primary policies and not contributing with or in excess of the coverage, if any, which such party may carry. Any other provision contained in this Section or elsewhere in this Lease notwithstanding, the amounts of all insurance required hereunder to be paid by a party shall be not less than an amount sufficient to prevent the other party from becoming a co-insurer.

ARTICLE 14 DISPLAY OF PREMISES

Tenant covenants and agrees that for the period of six (6) months prior to the expiration of this Lease, Landlord shall have the right to show the Premises and all parts thereof to prospective tenants, at reasonable times, upon reasonable advance notice, at Tenant's reasonable convenience, and subject to Tenant's security requirements. Landlord shall have the right to install and display "For Lease" or "For Sale" signage on the Building at any time during the Term.

ARTICLE 15 TERMINATION FOR DEFAULT OR INSOLVENCY

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

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

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

a. Landlord may re enter the Premises immediately and remove the property and personnel of Tenant, and shall 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 (including attorneys' fees, costs of litigation and the like), and the difference between the Rent due for the balance of the Term, including amounts required to be paid by Tenant for taxes, insurance, costs of maintenance, repairs, and other operating expenses of the Premises, 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 retake and relet the Premises or any part thereof for any term without terminating this Lease, at such Rent and on such terms as Landlord 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 (including reasonable advertising fees, brokerage commissions, tenant allowances and the like), for any alterations and repairs made, and for the Rent due for the balance of the Term including amounts required to be paid by Tenant for taxes, insurance, costs of maintenance, repair and other operating expenses of the Premises, 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 section, Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-section.

15.3 Recovery of Damages. Nothing herein shall limit or prejudice the right of Landlord to pursue and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination of this Lease, an amount equal to the maximum allowed by a statute or rule of law in effect at the time such proceeding is commenced which governs the proceeding in which damages are to be proved, whether or not the amount is greater, equal to or less than the amount of the actual loss or damage which Landlord has suffered, including reasonable attorney's fees.

ARTICLE 16 SUBORDINATION AND MORTGAGEE APPROVAL

16.1 This Lease shall be subject and subordinate to any mortgage, deed of trust or ground lease that may now exist or hereafter be placed upon the Building and/or the Land by Landlord, and to any and all advances to be made under such mortgages or deeds of trust and to the interest thereon, and all renewals, extensions

and consolidations thereof; provided that any such mortgagee, beneficiary under a deed of trust or ground lessor may elect at any time during the Term of this Lease to have this Lease deemed a prior lien to its mortgage, deed of trust or ground lease and in the event of such election and upon notification by such mortgagee, beneficiary under a deed of trust or ground lessor to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage, deed of trust or ground lease. This Article 17 shall be self operative, but in confirmation thereof, Tenant shall execute and deliver whatever instruments may be reasonably required to acknowledge such subordination or priority in recordable form within ten (10) business days after demand in writing. If any foreclosure of any mortgage or deed of trust encumbering the Building and/or the Land shall occur, Tenant shall, if so requested, attorn to the purchaser and execute such subordination, attornment and nondisturbance agreements as may be reasonably required by Landlord or any other purchaser or lender.

ARTICLE 17 HOLDOVER

17.1 If Tenant remains in the Premises after the termination of this Lease, such holding over shall be as a Tenant at Will or Tenant by the month (requiring thirty (30) days notice of termination by either party to the other) at a rent equal to the product of 1.50 multiplied by the Rent then due under Articles 4 and 5, and otherwise subject to all the covenants and conditions of this Lease as though it had originally been a monthly tenancy. Notwithstanding the foregoing, if Landlord desires to regain possession of the Premises promptly after the expiration of this Lease and prior to acceptance of Rent for any period thereafter, Landlord may, at its option, and upon not less than thirty (30) days prior written notice to Tenant forthwith re enter and take possession of the Premises or any part thereof. Thereupon, Landlord shall be entitled to recover possession of the Premises from Tenant without being deemed guilty of any manner of trespass.

ARTICLE 18 ESTOPPEL CERTIFICATE

18.1 At Landlord's request, on the Lease Term Commencement Date and from time to time thereafter, Tenant agrees to execute and deliver to Landlord within ten (10) days after Landlord's written request therefore a certificate (in such form as may be provided consistent with the provisions of this Article 18) which acknowledges tenancy of the Premises and recites such other facts concerning any provision of this Lease or payments made under this Lease which a mortgagee or lender or prospective mortgagee or lender or a purchaser or prospective purchaser of the Building and/or Land or any interest therein may reasonably request.

ARTICLE 19 NO WAIVER; NO ACCORD AND SATISFACTION

19.1 No Waiver. The failure of Landlord or of Tenant to seek redress for the violation of, or to insist upon the strict performance of any term, covenant or condition of this Lease or, the failure of Landlord to enforce the Rules and Regulations for the Premises and the Building (as the same may now exist or are hereafter promulgated or modified by Landlord), shall not be deemed a waiver of such violation or breach nor

shall the failure of Landlord to enforce any of said Rules and Regulations against any other tenant in the Building be deemed a waiver of any such Rules or Regulations. The receipt by Landlord of Rent with knowledge of a violation or breach of any covenant or condition of this Lease or of the Rules and Regulations shall not be deemed a waiver of such violation or breach by Landlord, unless such waiver is in writing and signed by Landlord. No consent or waiver, expressed or implied, by Landlord or Tenant to or of any violation or breach of any agreement or duty shall be construed as a waiver or consent to or of any other violation or breach of the same or any other agreement or duty.

19.2 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installments and to pursue any other remedy provided in this Lease or by law.

ARTICLE 20 NOTICES

20.1 Any notice, approval and other like communication hereunder from Landlord to Tenant or from Tenant to Landlord shall be given in writing and shall be deemed duly served if delivered in person or mailed by registered or certified mail, return receipt requested, first-class, postage prepaid, or delivered by Federal Express or a comparably reliable national air courier service, provided that any such courier service provides written evidence of delivery. Any such notice or communication shall be addressed, if to the Tenant, to the Address of Tenant and, if to the Landlord, at the Address of Landlord with a copy to Property Manager at the Address of Property Manager, or at such other addresses as either party may from time to time designate by written notice to the other.

ARTICLE 21 LANDLORD'S RIGHT TO CURE

21.1 At any time upon not less than ten (10) days prior written notice to Tenant, Landlord may, but need not, cure any failure by Tenant to perform its obligations under this Lease. Whenever Landlord chooses to do so, all costs and expenses incurred by Landlord in curing any such failure, including, without limitation, reasonable attorneys fees together with interest on the amount of costs and expenses so incurred at the annual rate for late Rent described in Section 4.6 above, shall be paid by Tenant. If Tenant refuses or fails to pay such costs and expenses within thirty (30) days after receiving notice from Landlord regarding such costs and expenses, the costs and expenses shall be deemed Additional Rent payable under Article 5.

ARTICLE 22 QUIET ENJOYMENT

22.1 Landlord covenants with Tenant that, so long as Tenant pays the Rent and all other charges provided for herein, Tenant shall peaceably hold and enjoy the Premises during the full term of this Lease and any extension or renewals thereof

upon paying the Rent and performing its covenants herein contained, subject only to terms of this Lease and any interest of record to which this Lease may be or become subject and subordinate.

**ARTICLE 23
ASSIGNMENT FOR FINANCING**

23.1 If, at any time or times, Landlord assigns this Lease or the Rents payable hereunder to the holder of any mortgage or deed of trust on the Premises, the Building or the Land, or to any other party for the purpose of securing financing (the holder of any such mortgage or deed of trust and any other such finance party are collectively referred to herein as the "Financing Party"), whether such assignment is conditional in nature or otherwise, such assignments to the Financing Party shall not be deemed an assumption by the Financing Party of any obligations of Landlord hereunder unless such Financing Party shall, by written notice to Tenant, specifically assume the obligations of the Landlord under this Lease. In furtherance of the foregoing, Tenant hereby agrees to enter into such agreements or instruments as may, from time to time, be requested in confirmation of the foregoing.

**ARTICLE 24
PREPARATION OF PREMISES**

24.1 Landlord's Work. Landlord shall perform all work in accordance with this Lease and Landlord's obligations set forth in Exhibit "B" in accordance with Landlord's plans and specifications ("Landlord's Work") at Landlord's cost and expense. Landlord shall obtain all certificates and approvals necessary with respect to Landlord's Work; provided, however, if Landlord is unable to obtain any such certificates or approvals with respect to Landlord's Work as a result of the fact that Tenant's Work (as hereinafter defined) has not yet been completed, Tenant shall thereafter be obligated to obtain the same, at its sole cost and expense, as soon as possible. Other than Landlord's Work, all work done by Landlord at Tenant's written request shall be paid for within thirty (30) days after the presentation to Tenant of a bill for such work. Acceptance of possession of the Premises by Tenant shall be conclusive evidence that Landlord's Work to the date of possession has been fully performed in the manner required. Any items of Landlord's Work which are not completed as of delivery of possession of the Premises shall be identified by Tenant on a punch list to be submitted to Landlord within thirty (30) days after such delivery, and Landlord shall thereafter complete the same. Any items of Landlord's Work which are not timely identified on such a punch list, shall be deemed completed. All work other than Landlord's Work to be carried out and completed in the Premises is the responsibility of Tenant. Except for Landlord's Work, as defined herein, Tenant hereby accepts the condition of the Premises in its current condition "as-is".

**ARTICLE 25
MISCELLANEOUS**

25.1 Entire Agreement. This Lease contains the entire agreement between the parties hereto, and any agreement hereafter or heretofore made shall not operate to change, modify, terminate, or discharge this Lease in whole or in part unless such agreement is in writing and signed by both Landlord and Tenant. Landlord has made

no representations or promises with respect to the Premises except as are herein expressly set forth.

25.2 Binding Effect. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assignees of Tenant as are permitted under Article 9 above.

25.3 Brokers. Tenant and Landlord each represent and warrant to the other that it has dealt with no real estate brokers or salesmen with respect to this Lease other than Landlord and Tenant's Broker, each as identified in Article 1 of this Lease. Each party shall indemnify and hold the other harmless against and from all liabilities arising from any such claims caused or incurred by it (including without limitation, the cost of attorneys' fees in connection therewith) other than fees payable to Landlord and Tenant's Broker which shall be paid by Landlord pursuant to separate agreements.

25.4 Validity and Enforcement of Lease. In the event any provision in this Lease is held invalid by any court of competent jurisdiction, the remaining provisions in this Lease shall be deemed severable and shall remain in full force and effect. Either party may, at its option, in addition to any of the rights given by this indenture, enforce any provision of this Lease in accordance with the laws of the State of Nebraska or of the United States of America governing the relation of Landlord and Tenant, with the same force and effect as though the right to enforce such provision were herein specifically set forth.

25.5 Attorney's Fees. In the event any legal action is necessary or required by either party as a result of the alleged failure of the other party to comply with the terms of this Lease, the non prevailing party shall pay to the prevailing party, in addition to any other relief which may be granted, the prevailing party's costs of litigation, including but not limited to reasonable attorney's fees, travel costs, transcription costs and other expenditures necessitated by the litigation. If the parties cannot agree upon the amount of such costs, they shall request the court to determine the proper amount. This provision shall apply to matters submitted to arbitration as well as to litigation.

25.6 Headings. The section headings appearing herein are for the convenience of the parties only, and do not affect, define, limit, or construe the contents of the various Articles in this Lease.

25.7 Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

25.8 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25.9 Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved from all liability under any provision contained herein, arising out of any act, occurrence or

omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

25.10 Gender. It is further understood that if more than one join in the execution hereof, or may be of the feminine, masculine or neuter gender, the pronouns and relative words herein used shall be read and understood as if written in plural, masculine or neuter, respectively.

25.11 Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

**[Remainder of This Page Intentionally Left Blank.
Signature Page Follows.]**

IN WITNESS WHEREOF, the Landlord and Tenant hereby affirm this Lease as their true act and deed as of the day and year first above written.

LANDLORD

City Centre Music Venue, LLC,
a Nebraska limited liability company

By: 

Name: CHRISTOPHER L. ERICKSON

Title: MANAGER

Date: _____

TENANT

Astro Theater, LLC,
a Nebraska limited liability company

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Landlord and Tenant hereby affirm this Lease as their true act and deed as of the day and year first above written.

LANDLORD

City Centre Music Venue, LLC,
a Nebraska limited liability company

By: _____

Name: _____

Title: _____

Date: _____

TENANT

Astro Theater, LLC,
a Nebraska limited liability company

By: 

Name: Jim Johnson

Title: At/veel Manager

Date: 9-30-21

EXHIBIT "B"

Work Letter

(To be inserted upon mutual agreement of final plans for the Premises)



ATTORNEYS AT LAW

MICHAEL A. KELLEY (NE)

SEAN P. KELLEY (NE)

JULIA PLUCKER (NE)

TOM KELLEY (1919-1989)

July 5, 2023

Nebraska Liquor Control Commission
301 Centennial Mall South
P.O. Box 95046
Lincoln, Nebraska 68509

RE: ASTRO THEATER, LLC

To whom it may concern:

Enclosed please find an application for liquor license for the above referenced applicant. As done with previous applications, I am submitting fingerprints for the managing member of each LLC which were paid for. They sent prints for the others which I have included, but were not paid for. If you would like those to be processed as well please let me know, so I can submit payment.

If you have any questions or concerns, please don't hesitate to contact me. I can be reached at 402-397-1898 or nikki@kelleyplucker.com.

Sincerely,


Nikki Conner
Legal Assistant

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR LINCOLN'S CITY CENTRE, LLC DBA THE CITY PUB IN LA VISTA, NEBRASKA.

WHEREAS, Lincoln's City Centre, LLC dba The City Pub, 7861 Main St, Ste L, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class C Liquor License submitted by Lincoln's City Centre, LLC dba The City Pub, 7861 Main St, Ste L, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF AUGUST 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



**LA VISTA POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

TO: Pam Buethe, City Clerk

FROM: Acting Chief Captain D. J. Barcal

DATE: July 17, 2023

RE: Local Background Check– The City Pub Manager App.

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 Gabriel M. Sullivan. No criminal record was located.

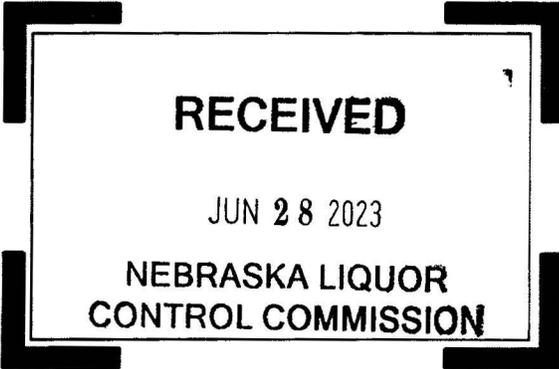
As with all Nebraska Retail Liquor Licenses, I am asking the applicant strictly conform to Nebraska Liquor Commission rules and regulations under Section 53-131.01, Nebraska Liquor Control Act.

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: C

License Number:
125855



Office Use Only

NEW / REPLACING _____ TOP Yes / No

Hot List Yes / No _____ Initial: KF

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 Lincoln's City Centre, LLC

TRADE (DBA) NAME The City Pub

PREVIOUS TRADE (DBA) NAME None

CONTACT NAME AND PHONE NUMBER Gabriel M. Sullivan, 402-681-4030

CONTACT EMAIL ADDRESS gsullivan1221@gmail.com

CTG
Need phone #

7-1-2033

Box V/d
~~2nd floor~~ ~~2nd floor cannot read~~
~~domination~~ ~~BC or pass~~
Lease Tenant should be "Lincoln City Centre"
Lease signature
Business Plan

Office use only

PAYMENT TYPE Paypoint

AMOUNT \$400 RCPT

RECEIVED by 6/28/23

DATE DEPOSITED _____



DIRECTIONS

Each item must be included with your application

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

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY**
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

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

Name Lauren Kintner Phone Number 402-350-3397

Firm Name City Ventures

Email address lkintner@city-ventures.com

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

PREMISES INFORMATION

Trade Name (doing business as) The City Pub

Street Address 7861 Main Street, Suite L

City La Vista County Sarpy 59 Zip Code 68128 ✓

Premises Telephone number awaiting issuance

Business e-mail address info@thecitypublavista.com

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

MAILING ADDRESS (where you want to receive mail from the Commission)
Check if same as premises

Name The City Pub

Street Address 7861 Main Street, Suite L

City La Vista State NE Zip Code 68128

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

Building length 90 x width 110 in feet *2nd floor 70 x 26*

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

Is there an outdoor area? Yes X, 2 areas No _____ If yes, length see diagram x width see diagram 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 2

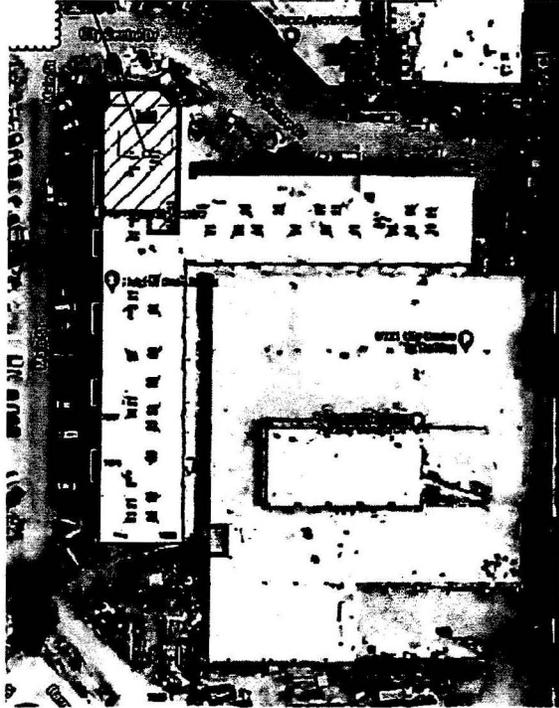
PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

1. Description and Diagram of area to be licensed

- a. Two-story restaurant with a 1st floor and second floor bar. Small outdoor patio fenced with seating outside of main entrance on the ground floor. Larger outdoor patio with seating on the second floor. The primary purpose of this business is a full service restaurant with bar offerings.

2. Diagram of area to be licensed

- a. Highlighted in PINK – 10,530/sqft (includes patio space + bldg.; bldg. is 90 ft wide x 110 ft length)



- b. Yellow area represents ground floor patio – 400/sqft (10 feet width x 40 feet length)
Blue area represents second floor patio – 1500/sqft (50 feet width x 30 feet length)



APPLICANT INFORMATION

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

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

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

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

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

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

YES NO

If yes, provide business name and license number _____

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

YES NO

If yes, give name of business and liquor license number _____

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

YES NO

If yes

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

a) Submit a copy of the business purchase agreement _____

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

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

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

YES NO

If yes, list the lender(s) Dundee Bank & Northstar Leasing

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

YES NO

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

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

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

YES NO

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

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

YES NO

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

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

YES NO

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

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

Dundee Bank, Christopher L. Erickson

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.

Applicant: Dead President's Group, LLC; Tradename: Leighton's Pub, 4630 Leighton Avenue, Lincoln, NE 68504

License #: 124624

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)
Gabriel M. Sullivan	06/23/2023	Responsible Beverage Service Training of Nebraska

Experience

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

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

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

Lease expiration date July 1, 2033
 Deed
 Purchase Agreement

14. When do you intend to open for business? August 1, 2023

15. What will be the main nature of business? Full Service Restaurant

16. What are the anticipated hours of operation? Mon-Thurs: 11AM-10PM; Fri & Sat: 11AM - 12AM; Sun: 10AM-9PM

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Gabriel Sullivan: Omaha, NE	2013	2023	Romona Sullivan: Omaha, NE	2013	2023

If necessary, attach a separate sheet

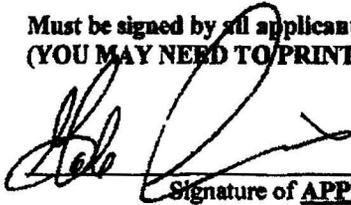
PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

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



Signature of **APPLICANT**

Gabriel M. Sullivan

Printed Name of **APPLICANT**



Signature of **SPOUSE**

Romona D. Sullivan

Printed Name of **SPOUSE**

Signature of **APPLICANT**

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

**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

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

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

Ramona Sullivan
Signature of **NON-PARTICIPATING SPOUSE**

Gabriel Sullivan
Signature of **APPLICANT**

Ramona Sullivan
Print Name

GABRIEL SULLIVAN
Print Name

State of Nebraska, County of Douglas

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 06/28/2023 (date)

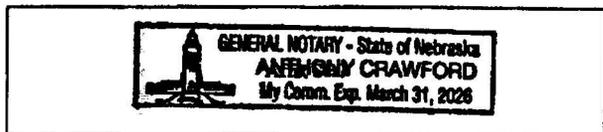
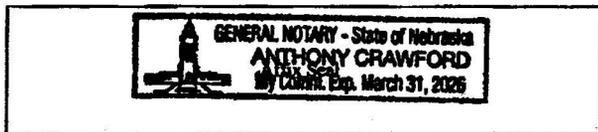
The foregoing instrument was acknowledged before me
this 06/28/2023 (date)

by Ramona Sullivan
Name of person acknowledged
(Individual signing document)

by Gabriel Sullivan
Name of person acknowledged
(Individual signing document)

Anthony Crawford
Notary Public Signature

Anthony Crawford
Notary Public Signature



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.

Nebraska Secretary of State

LINCOLN'S CITY CENTRE LLC

Mon Jul 3 11:47:31 2023

SOS Account Number

2109281596

Status

Active

Principal Office Address

222 S 15TH ST STE 1404S

OMAHA, NE 68102

USA

Registered Agent and Office Address

CAPITOL CORPORATE SERVICES, INC.

1125 S. 103RD STREET

STE 800

OMAHA, NE 68124

Designated Office Address

222 S. 15TH ST. #1404S

OMAHA, NE 68102

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Sep 28 2021

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for LINCOLN'S CITY CENTRE 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	Sep 28 2021	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Biennial Report	Mar 30 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Proof of Publication	May 10 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="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

Nebraska Secretary of State

CITY VENTURES RESTAURANT GROUP, LLC

Mon Jul 3 11:54:15 2023

SOS Account Number

2304207282

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

CAPITOL CORPORATE SERVICES, INC.

1125 S. 103RD STREET

STE 800

OMAHA, NE 68124

Designated Office Address

222 S. 15TH ST., STE. 1404S, OMAHA, NE 68102

OMAHA, NE 68102

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Apr 18 2023

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for CITY VENTURES RESTAURANT GROUP, 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	Apr 18 2023	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	May 15 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.

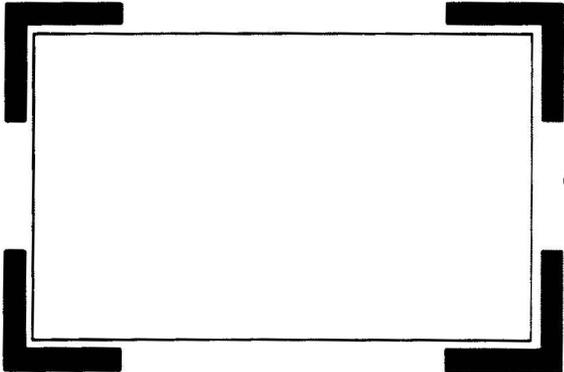
Online Certificate of Good Standing with Electronic Validation
\$6.50

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
Lincoln's City Centre LLC

Name of Registered Agent: Capitol Corporate Services, Inc., 1125 S. 103rd St, #800, Omaha, NE 68124

LLC Address: 222 S. 15th Street, #1404^{5th} South

City: Omaha State: NE Zip Code: 68102 +1680

LLC Phone Number: 402-902-4025 LLC Fax Number: 402-896-8060

Name of Managing/Contact Member

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

Last Name: Sullivan First Name: Gabriel MI: M.

Home Address: 3506 S. 201st Circle City: Omaha

State: NE Zip Code: 68130 +5094 Home Phone Number: 402-681-4030

Signature of Managing/Contact Member

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

Last Name: Sullivan First Name: Gabriel MI: M.

Social Security Number: [REDACTED]

Spouse Full Name (indicate N/A if single): Romona D. Sullivan

Spouse Social Security Number: [REDACTED]

Percentage of member ownership Vice-President, 0%

**Spouse*

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

YES NO

If yes, Form 185 is required

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

**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: City Ventures Restaurant Group, LLC
Controlling Corporation Address: 222. South 15th Street, #1404S
City: Omaha State: NE Zip Code: 68102

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

1. Full Name: Christopher L. Erickson
Job Title: Member
2. Full Name: Daniel R. White
Job Title: Member
3. Full Name: Gabriel M. Sullivan
Job Title: Vice-President
4. Full Name: _____
Job Title: _____

**CERTIFICATE OF ORGANIZATION
OF
LINCOLN'S CITY CENTRE LLC**

The undersigned hereby form a limited liability company pursuant to the Nebraska Uniform Limited Liability Company Act, Section 21-101 to 21-197 of the Nebraska Revised Statutes, as amended from time to time (the "Act").

**ARTICLE I
NAME**

The name of the limited liability company shall be Lincoln's City Centre LLC.

**ARTICLE II
INITIAL DESIGNATED OFFICE**

The address of the Company's initial designated office is 222 S. 15th Street 1404s, Omaha, Nebraska 68102 or at such other place as the Members of the Company may from time to time designate.

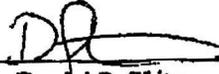
**ARTICLE III
INITIAL REGISTERED OFFICE AND AGENT**

The name of the initial agent for service of process is: Capitol Corporate Services, Inc. The street and mailing address of the initial agent for service of process is: 1125 S. 103rd St. STE 800, Omaha, Nebraska 68124.

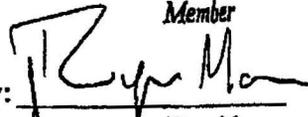
{SIGNATURES ON NEXT PAGE}

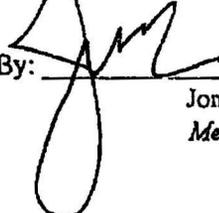
IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization on September 17, 2021.

**AUTHORIZED SIGNATORIES ON
BEHALF OF AUTHORIZED MEMBER
DEAD PRESIDENT'S GROUP LLC**

By: 
Daniel R. White,
Member

By: 
Christopher L. Erickson,
Member

By: 
Ryan Mann,
Member

By: 
Jon Nelson,
Member

**CERTIFICATE OF ORGANIZATION
OF
CITY VENTURES RESTAURANT GROUP, LLC**

The undersigned hereby form a limited liability company pursuant to the Nebraska Uniform Limited Liability Company Act, Section 21-101 to 21-197 of the Nebraska Revised Statutes, as amended from time to time (the "Act").

ARTICLE I
NAME

The name of the limited liability company shall be **City Ventures Restaurant Group, LLC**

ARTICLE II
INITIAL DESIGNATED OFFICE

The address of the Company's initial designated office is **222 S. 15th St., #1404S, Omaha, Nebraska 68102** or at such other place as the Members of the Company may from time to time designate.

ARTICLE III
INITIAL REGISTERED OFFICE AND AGENT

The name of the initial agent for service of process is: **Capitol Corporate Services, Inc.** The street and mailing address of the initial agent for service of process is: **1125 S. 103rd St. STE 800, Omaha, Nebraska 68124.**

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization on
April 13, 2023.

A handwritten signature in black ink, appearing to read 'C. Erickson', written over a horizontal line.

Christopher L. Erickson, Organizing Member

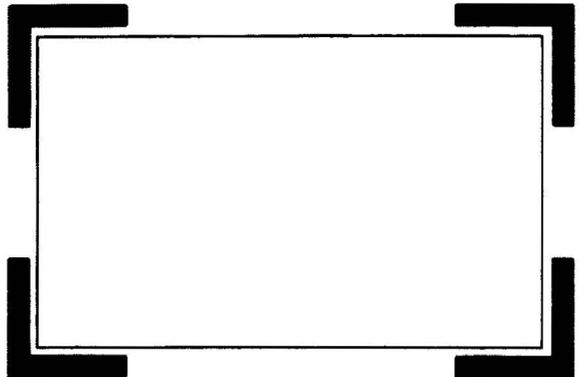
MANAGER APPLICATION FORM 103

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

PREMISES INFORMATION

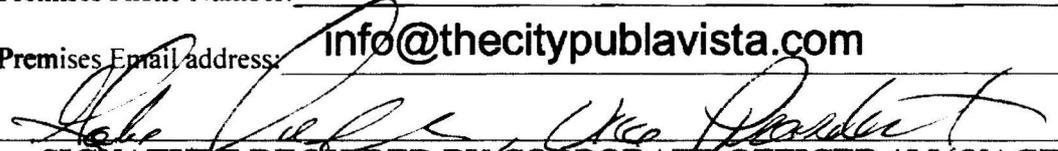
Premises Trade Name/DBA: The City Pub

Premises Street Address: 7861 Main Street, Suite L

City: LaVista County: Sarpy Zip Code: 68128

Premises Phone Number: awaiting issuance

Premises Email address: info@thecitypublavista.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: Sullivan First Name: Gabriel MI: M.

Home Address: 3506 S. 201st Circle

City: Omaha County: Douglas Zip Code: 68130 + 5094

Home Phone Number: 402-681-4030

Driver's License Number: [REDACTED]

Social Security Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: Council Bluffs, IA

Email address: gsullivan1221@gmail.com

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

YES NO

**Spouse*

Spouse's information

Spouses Last Name: Sullivan First Name: Romona MI: D.

Social Security Number: [REDACTED]

Driver's License Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: Omaha, NE

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
Gabriel Sullivan: Omaha, NE	2013	2023	Romona Sullivan: Omaha, NE	2013	2023

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2021	Present	City Ventures	Daniel White	402-902-4025
2016	2021	Self-employed	Self	402-681-4030

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

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)
Gabriel M. Sullivan	06/23/2023	Responsible Beverage Service Training - NE

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

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT TO 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.

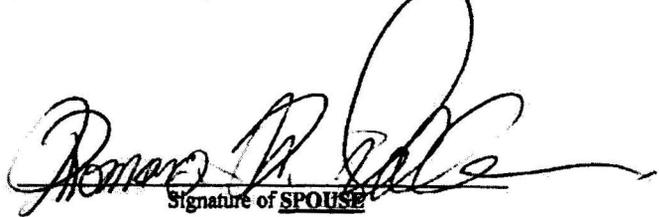
Must be signed by applicant and spouse.



Signature of **APPLICANT**

Gabriel M. Sullivan

Printed Name of **APPLICANT**



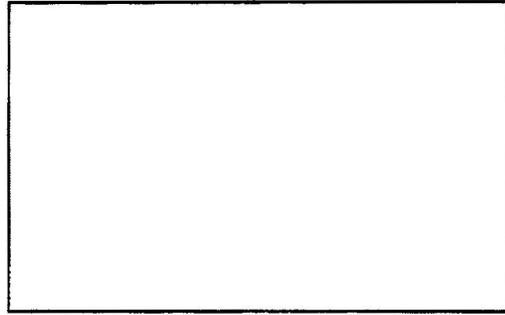
Signature of **SPOUSE**

Romona D. Sullivan

Printed Name of **SPOUSE**

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

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



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
3800 NW 12th Street
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 The City Pub

Name of Person Being Fingerprinted: Gabriel Michael Sullivan

Date of Birth: [REDACTED]

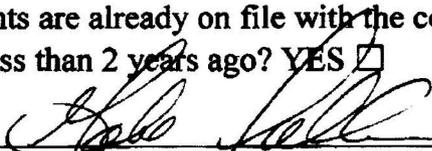
Date fingerprints were taken: June 28, 2023

Location where fingerprints were taken: NSP Troop A Hdqtrs, Omaha, NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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

Gabriel Michael Sullivan

Political Party
Republican

Precinct
08-40

11/08/2022 2022 General Election



We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

West Bay Elementary School

📍 3220 South 188th Street Omaha, NE 68135



Ballot Styles

340

Districts

Show

Business Plan

The City Pub,

7861 Main Street, LaVista, NE 68128

Lincoln's City Centre, LLC, doing business under the tradename "The City Pub," will serve as a feature restaurant with bar offerings in the LaVista City Centre mixed use development. The restaurant is located on the retail and second floor/loft levels of Suites J, K, & L of Lot 15 within the LaVista City Centre complex. This is a mixed use building. Upper floors are comprised of apartment homes in the west Vivere apartment complex building.

The City Pub will be open daily with craft cocktails, hand tossed pizzas, and casual bites in a cozy setting. The space is configured to cater to several audiences. The gaming crowd will enjoy darts, pool, and mechanical amusement devices. Diners will experience sitting areas on an exterior street level patio, on the main floor interior indoor dining space, on an expansive patio overlooking Main Street and the Astro Theater, in the second floor private dining areas available to large groups, and in the second bar flanked by multiple televisions.

Market research from the surrounding Sarpy County area confirms that there is customer demand for a modern, sit-down restaurant that offers a variety of menu and bar offerings as well as varied entertainment options.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the Effective Date (as hereinafter defined) by and between **City Centre 1, LLC**, a Nebraska limited liability company ("Landlord") and **Lincoln's City Centre, LLC**, a Nebraska limited liability company ("Tenant"). The "Effective Date" shall be the date upon which the last of Landlord and Tenant have signed this Lease.

ARTICLE 1 FUNDAMENTAL LEASE DEFINITIONS

Each of the following subsections is individually referred to in this Lease as a "Fundamental Lease Provision" and is contained in this section for convenience. Each reference in this Lease to a Fundamental Lease Provision shall be construed to incorporate all of the terms of such Fundamental Lease Provision. In the event of any conflict between a Fundamental Lease Provision and any other provision of this Lease, such other provision shall govern.

- 1.1 Address of Landlord. City Centre 1, LLC
c/o City Ventures
222 S. 15th Street, Suite 1404S
Omaha, NE 68102
Attn : Chris Erickson
- 1.2 Brokers. Not applicable. None
- 1.3 Address of Tenant. 7861 Main Street
Suite-1J
La Vista, NE 68128
- 1.4
- 1.5 Building. 7861 Main Street
La Vista, NE 68128
- 1.6 Premises. That certain space located in Suite 1J, K, L of the Building and more particularly described on the plan attached hereto as Exhibit "A".
- 1.7 GLA of the Premises. Approximately 10,530 square feet.
- 1.8 GLA of the Building. Approximately 27,244 square feet.
- 1.9 Initial Term. Ten (10) years commencing on the Lease Term Commencement Date.
- 1.10 Extended Term Option(s). Two (2) options of five (5) years each.
- 1.11 Lease Term Commencement Date. July 1, 2023.
- 1.12 Base Rent.

LEASE YEAR	Annual Base Rent	TI Amortized	Total Annual	Total Monthly	Annual PSF
1	\$231,660.00	\$91,985.70	\$323,645.70	\$26,970.48	\$30.74
2	\$237,451.50	\$91,985.70	\$329,437.20	\$27,453.10	\$31.29
3	\$243,387.79	\$91,985.70	\$335,373.49	\$27,947.79	\$31.85
4	\$249,472.48	\$91,985.70	\$341,458.18	\$28,454.85	\$32.43
5	\$255,709.29	\$91,985.70	\$347,694.99	\$28,974.58	\$33.02
6	\$262,102.03	\$91,985.70	\$354,087.73	\$29,507.31	\$33.63
7	\$268,654.58	\$91,985.70	\$360,640.28	\$30,053.36	\$34.25
8	\$275,370.94	\$91,985.70	\$367,356.64	\$30,613.05	\$34.89
9	\$282,255.22	\$91,985.70	\$374,240.92	\$31,186.74	\$35.54
10	\$289,311.60	\$91,985.70	\$381,297.30	\$31,774.77	\$36.21

OPTION PERIOD #1 – Lease Years 11-15, Annual Base Rent Calculation resumes at same 2.50% annual escalation.

OPTION PERIOD #2 – Lease Years 16-20, Annual Base Rent Calculation resumes at same 2.50% annual escalation.

The amounts of annual Base Rent and monthly Base Rent set forth in the foregoing table are based on a GLA of the Premises equal to approximately 10,530 square feet. As more fully provided hereafter, upon substantial completion of Landlord's Work, the actual GLA of the Premises shall be determined by Landlord's architect, and the Base Rent, computed at the rates set forth in the foregoing table, shall be determined and confirmed prior to the Lease Commencement Date.

1.13 Security Deposit: \$19,305.00

1.14 Trade Name. The City Pub

1.15 Allowance. An allowance of \$40.00 per square foot of GLA leased by Tenant (the "Allowance") shall be paid by Landlord to Tenant as further outlined in the Lease. In addition, at Tenant's election, an allowance of up to an additional \$60.00 per square foot of GLA leased by Tenant (the "Additional Allowance") may be paid by Landlord to Tenant as further outlined in the Lease.

1.16 Lease Year. Each successive twelve (12) month period beginning on the Lease Commencement Date.

1.17 Tenant's Proportionate Share. Expressed as a percentage, which percentage is calculated by dividing the GLA of the Premises (numerator) by the GLA of the Building

(denominator) and expressing the fraction as a percentage. If the GLA of the Premises or the GLA of the Building change during the Term, Tenant's Proportionate Share shall be adjusted accordingly.

1.18 Property. The Building, its equipment and systems, common areas and the parcels of land (hereinafter "Land") on which the Building is situated.

1.19 Adjustment Period. Each calendar year occurring during the Term of this Lease.

1.20 Addenda/Exhibits. The exhibits listed below in this article are incorporated in this Lease by reference and are to be construed as part of this Lease:

- a. Exhibit "A" – Depiction of Premises
- b. Exhibit "B" – Rules and Regulations
- c. Exhibit "C" – Prohibited Uses

ARTICLE 2 PREMISES

2.1 Premises. Upon the conditions, limitations, covenants and agreements herein set forth, Landlord hereby leases to Tenant, and Tenant hereby accepts, hires and leases from Landlord, the Premises during the Term. Subject to the other provisions of this Lease, Landlord shall have the right, in its sole and absolute discretion, to modify the Property and/or the Building from time to time, but in no event shall such modification substantially interfere with Tenant's use of the Premises. Landlord reserves to itself the use of the roof, exterior walls and the area above and below the Premises (other than roll-up doors and exterior doorways), together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements now or in the future leading through the Premises and which serve other parts of the Property.

2.2 Gross Leasable Area. "Gross Leasable Area" or "GLA" means the number of square feet of enclosed floor area within the Premises, Building, as the case may be, intended for the exclusive use by the occupant thereof and its customers, whether or not actually leased or occupied. GLA shall not include: (i) penthouse or other areas used for mechanical, electrical, telephone or other operating equipment; (ii) loading docks and truck ramps; (iii) upper levels of multi deck storage areas; (iv) management offices; and (v) community rooms, if any. GLA shall be measured from the exterior face of the exterior walls and from the centerline of interior or party walls. No deduction from GLA shall be made for columns, stairs, or any interior construction or equipment. Upon substantial completion of construction of Landlord's Work, the GLA of the Premises shall be determined by Landlord's architect, and the Base Rent shall be determined. Promptly after the Lease Term Commencement Date, Landlord and Tenant shall execute and deliver a written declaration setting forth the Lease Term Commencement Date, the expiration date of this Lease, the GLA of the Premises and Building as of the Lease Term Commencement Date, and the amount of the Base Rent payable by Tenant. From time to time during the Term of this Lease, Landlord may give Tenant notice of the GLA in the Premises and Building, at a given time or for a given period of time, as such GLA may be revised because of additions or reductions to the Premises or Building, as may be permitted by this Lease, and appropriate adjustment shall be made to the Base Rent and Tenant's Proportionate Share.

2.3 CCRs. This Lease of the Premises is subject to easements, covenants and restrictions of record, including but not limited to, the terms and conditions of that certain Declaration of Easements, Covenants, Conditions, and Restrictions, dated December 1, 2016, and filed December 2, 2016, in Instrument Number 2016-31246, as amended by that certain First Amendment to Declaration of Easements, Covenants, Conditions, and Restrictions, dated December 30, 2019, and filed December 31, 2019, in Instrument Number 2019-32977, all with the Register of Deeds Office of Sarpy County, Nebraska (the "CCRs"). In the event of a conflict between this Lease and the CCRs, the CCRs shall govern. In addition, the Lease of the Premises is subject to all applicable building restrictions, planning and zoning ordinances, governmental rules and regulations (collectively "Laws").

2.4 Common Area(s). "Common Areas" shall mean all areas from time to time designated by Landlord for the general and nonexclusive common use or benefit of Tenant, other tenants of the Property, and Landlord, including, without limitation, roadways, entrances and exits, loading areas, landscaped areas, open areas, park areas, service drives, walkways, common trash areas, vending or mail areas, common pipes, conduits, wires and appurtenant equipment within the Property, maintenance and utility rooms and closets, exterior lighting, exterior utility lines, and parking facilities.

ARTICLE 3 TERM

3.1 Initial Term. The Initial Term of this Lease, subject to modification as hereinafter provided, together with any renewals or extensions thereof, are sometimes hereinafter referred to collectively as the "Term."

3.2 Commencement. The Initial Term shall begin on the Lease Term Commencement Date. Notwithstanding the foregoing, Tenant shall be responsible for all obligations other than the payments of the Base Rent as of the date of delivery of possession of the Premises by Landlord to Tenant.

3.3 Option to Renew. Subject to the condition that Tenant is not in default of the performance of any of the provisions of this Lease, Tenant shall have the option to renew this Lease as set forth in Article 1 above (the "Extended Term"), subject to all the same terms and conditions contained herein. Tenant shall exercise said option by providing Landlord written notice not less than one hundred eighty (180) days prior to the then current expiration date.

3.4 Acceptance of Premises. By taking possession of the Premises, Tenant accepts the Premises in its then "as is" condition and acknowledges that the Premises and the Building are in good and satisfactory condition at the time Tenant takes possession of the Premises. Tenant acknowledges that neither Landlord nor its agents or employees have made any other representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any tenant improvements to the Premises.

ARTICLE 4 SECURITY DEPOSIT/BASE RENT

4.1 Security Deposit. Tenant, concurrently with the execution of this Lease, shall deposit with Landlord the Security Deposit. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this

Lease by Tenant to be kept and performed during the Term hereof, including, without limitation, upon vacation and surrender of the Premises by Tenant pursuant hereto; provided, however, that Landlord's use or possession of the Security Deposit shall not be construed to excuse Tenant from the payment of any Rent herein reserved or any other charge herein provided. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be obligated to, (i) use or retain all or any part of the Security Deposit for the payment of any Rent or other monies due Landlord; (ii) apply all or a portion of the Security Deposit towards the cost of repairs to the Premises; (iii) apply all or a portion of the Security Deposit towards the cost of cleaning the Premises; or (iv) use all or a portion of the Security Deposit to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within seven (7) business days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay Rent herein provided for and all other sums payable by Tenant to Landlord hereunder as the same fall due, then the Security Deposit shall be returned to Tenant within sixty (60) days after the end of the Term, or sixty (60) days after the last payment due from Tenant is received by Landlord, whichever last occurs. Under no circumstance may Tenant deduct the Security Deposit from or offset the Security Deposit against its Rent or from any other payment due Landlord, and Landlord's right to possession of the Premises, or to take appropriate action for nonpayment of Rent, or for any other reason, shall not be affected by the fact that Landlord holds the Security Deposit and does not use, apply, or retain the same as set forth herein.

4.2 Base Rent. Beginning on the Lease Commencement Date and continuing through the Initial Term, Tenant shall pay to Landlord "Base Rent", in equal monthly installments per the schedule found in Article 1 of this Lease. Base Rent shall be paid, in advance, on or before the first day of each month, without notice, demand, offset, or deduction. Payment shall be made to Landlord at the Address of Landlord, or at such other address as Landlord may specify from time to time by written notice to Tenant. The obligation to pay Base Rent and Additional Rent shall be deemed a separate and distinct covenant of Tenant and Tenant shall have no right to offset or deduction.

4.3 Partial Month. If the Lease Term Commencement Date does not begin on the first day or end on the last day of a month, Base Rent and Additional Rent (as hereinafter defined) for such partial month shall be prorated by multiplying the monthly Base Rent and Additional Rent by a fraction, the numerator of which shall be the number of days of such partial month included in the Term and the denominator of which shall be the total number of days in the full calendar month. Base Rent and Additional Rent are sometimes hereinafter referred to collectively as "Rent."

4.4 Late Fees. In the event that Tenant fails to pay any installment of Rent within ten (10) days after its due date, Tenant shall also pay: (i) a late charge equal to five percent (5%) of the unpaid Base Rent; plus (ii) interest, compounded daily from the due date, thereon at eighteen percent (18%) per annum or the maximum then allowed under applicable law, whichever is less.

4.5 Recapture of Concessions. Tenant acknowledges and agrees that, in entering into this Lease, Landlord is relying upon receipt of all rent and other monies to become due with respect to all the Premises originally leased hereunder for the full initial Term in granting certain concessions to Tenant. Accordingly, Tenant agrees that Landlord's promise to pay Tenant the Allowance and the Additional Allowance and/or Landlord's payment of any lease commission or

fee in connection with this Lease is expressly contingent on Tenant occupying the Premises and continuously operating for the Permitted Use for the entire Initial Term. The amounts of any such Allowance and the Additional Allowance and lease commission or fee paid by Landlord shall be amortized over the Initial Term in equal monthly amounts, and if Tenant's right to possession of the Premises shall be terminated due to Tenant's breach of this Lease as of any date prior to the expiration of the full Initial Term, Tenant must immediately pay, as Additional Rent hereunder, Landlord the unamortized balance remaining.

ARTICLE 5 ADDITIONAL RENT

It is the intention of the parties and they hereby agree that this shall be an absolutely net lease and commencing on the Lease Term Commencement Date, Landlord shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises except as expressly set forth in this Lease, and Tenant hereby agrees to pay Tenant's Proportionate Share of all Operating Expenses and Tenant's Proportionate Share of all Real Estate Taxes (as defined in Section 5.2 below) (hereinafter collectively referred to as "Additional Rent"). Real Estate Taxes shall be allocated in the manner described in Section 5.2 below. Additional Rent shall be paid in accordance with Section 5.6 below.

5.1 Operating Expenses. "Operating Expenses" are defined as the total cost and expense incurred by Landlord, during each calendar year, in managing, operating, equipping, lighting, repairing, replacing and maintaining the Common Areas of the Building and the Property, as reasonably determined by the Landlord, annualized over a calendar year, as well as all charges and assessments under the CCRs. "Common Areas" are defined as all areas within the exterior boundaries and ingress and egress roadways for the Property which are now or hereafter may be available for the joint and common use and benefit of Landlord, occupants of the Building and their employees, agents, servants and other invitees including, without limitation; any pedestrian malls, customer and employee parking areas; streets; access roads; driveways; fences; water, sanitary and storm sewer, gas, electric, telephone and other utility lines, systems, conduits, and facilities to the perimeter walls of the Building; landscaped areas; loading areas; sidewalks; any Building pylon or monument sign; and the facilities appurtenant to each and all of the foregoing. Such Operating Expenses shall include all costs and expenses of operating and maintaining such areas and facilities in such manner as Landlord may, from time to time, reasonably deem appropriate, and for the best interests of the tenants and/or occupants of the Property, including, without limitation, the following:

- a. all utilities and all other services provided to the Building and the Property, not separately metered to Tenant or other tenants;
- b. all cleaning and janitorial service on a regular basis for the Common Areas within the Building, including trash removal;
- c. all costs in connection with Landlord's insurance for the Property and the Building, including fire and extended coverage, liability, property damage, rent loss, boiler insurance, vandalism, malicious mischief, earthquake insurance, insurance against liability for defamation and claims of false arrest, and such other insurance in such amounts and covering hazards reasonably deemed appropriate by Landlord or which Landlord or any Mortgagee reasonably deems necessary or prudent;

d. repairs and maintenance of the Property and the cost of supplies, tools, materials and equipment for Property repair and maintenance, which, under generally accepted accounting principles consistently applied, would not be capitalized;

e. the cost (amortized over such period as Landlord reasonably determines, together with interest at twelve percent (12%) on the unamortized balance) of any capital improvements or repairs to the Property and/or the Building or equipment replacements made by Landlord after the Lease Term Commencement Date that are intended to reduce Property Operating Costs, are required by any laws, or which are necessary in order to operate the Property and the Building at the same quality level as prior to such replacement;

f. costs and expenses of operation, repair and maintenance of all structural portions and components of the Building, including, without limitation, plumbing, communication, common area heating, ventilating and air-conditioning, elevator, and common area electrical and other common Building systems;

g. costs of repairs, maintenance, or replacement of paving, curbs, walkways, remarking, directional or other signs, landscaping, drainage, lighting facilities, repair and maintenance of the Common Areas and parking areas, costs and expenses of planting, replanting and replacing flowers, shrubbery and other landscaping, and the cost to Landlord of servicing and maintaining any sprinkler system;

h. rental or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Property and/or the Building;

i. license, permit and inspection fees (but excluding license, permit and inspection fees associated with leasehold improvements or alterations performed in premises leased or leasable to other parties);

j. auditors' fees for public accounting;

k. legal fees, costs and disbursements but excluding those: (i) relating to disputes with other tenants, (ii) based upon Landlord's negligence or other tortious conduct; (iii) relating to enforcing lease provisions for the benefit of the Building tenants generally; or (iv) relating to the defense of Landlord's title to, or interest in, the Property;

l. supervision, administrative and management fees for the Building;

m. costs incurred in providing security for the Building;

n. Landlord's share of any charges or contributions made under a recorded covenant or other agreement, including the CCRs, that relates to the Property and any other property, which are disclosed, in writing, in advance to the Tenant; and

o. cost of leasing and operating any signs, the cost of personnel to implement any service described above, to direct traffic and to police the Common Areas.

p. other costs reasonably necessary to operate, repair, manage and maintain the Property in a first class manner and condition.

q. costs associated with maintaining the right of way easement, streetscaping, and façade design in compliance with the CCRs, laws or guidelines of the City of La Vista, and all other applicable law.

Notwithstanding Section 5.1(a), Operating Expenses shall exclude:

a. leasing commissions, costs, disbursements and other expenses incurred for leasing, renovating or improving space for tenants;

b. expenses for repairs or other work needed because of an insurable occurrence, such as fire, windstorm or casualty;

c. Landlord's cost of electricity or other service sold to tenants for which Landlord is to be reimbursed directly by such tenant(s);

d. costs of a capital nature including capital improvements, capital repairs, capital equipment, and capital tools, as determined under GAAP except to the extent intended to reduce Property Operating Costs, required by any laws, or necessary in order to operate the Property and the Building at the same quality level as prior to such replacement

e. depreciation, amortization and interest payments;

f. costs incurred because the Landlord or another tenant violated the terms of any lease;

g. overhead and profit paid to subsidiaries or affiliates of Landlord for management or other services on or to the Property for supplies or other materials, to the extent that the costs of the services, supplies or materials exceed the competitive costs of such services, supplies or materials had they not been provided by a subsidiary or affiliate of Landlord;

h. interest on debt or amortization payments on mortgages or deeds of trust or any other debt for borrowed money; and

i. any costs, fines or penalties incurred because Landlord violated any governmental rule or authority.

5.2 Real Estate Taxes. "Real Estate Taxes" are defined to include the following:

a. any real estate taxes, fees, assessments (including, but not limited to, any local improvement district assessments), or other charges assessed against the Property and any improvements thereon;

b. all personal property taxes on personal property used in connection with the Property and related structures other than taxes payable by Tenant hereof or payable by any other tenant in the Building;

c. any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed, and which become payable during the Term hereof upon all improvements made to the Premises, over and above the Building shell, whether installed by Landlord or Tenant;

d. any and all environmental levies or charges now in force affecting the Property or any portion thereof, or which may hereafter become effective, including, but not limited to, parking taxes, levies, or charges, employer parking regulations, and any other parking or vehicular regulations, levies, or charges imposed by any municipal, state or federal agency or authority;

e. any other taxes levied or assessed in addition to, as a replacement, alteration, or substitute for, or in lieu of such real or personal property taxes;

f. any and all fees reasonably paid by Landlord in its opposition of tax assessments that are directly related to the Premises and/or the Property;

g. any expenses incurred in connection with any requirement subsequent to the date hereof for changes at the Property so as to comply with then existing laws, ordinances or codes imposed by federal, state or local governmental authorities, together with any and all fees reasonably incurred by Landlord in its opposition to any such regulations; and

h. all new and increased assessments, taxes, fees, levies and charges relating to the Property shall be included within the definition of "Impositions" for the purposes of this Lease.

Real Estate Taxes shall exclude: (i) federal, state or local income taxes, (ii) franchise, gift, transfer, excise, capital stock, estate, succession or inheritance taxes, and (iii) penalties or interest for late payment of Real Estate Taxes.

5.3 Excessive Use. With respect to any utility or service mentioned herein which is not separately metered or billed to Tenant, if Landlord determines that Tenant's use of such utility or service is excessive or abnormal such that it is unfair to assess Tenant and other tenants therefor on a pro-rata square footage basis, Landlord shall so notify Tenant. Such written notice shall contain Landlord's estimate of a reasonable amount of the overall cost of such utility or service which should be billed to Tenant. If, within thirty (30) days after Tenant's receipt of such notice, Landlord and Tenant are unable to agree upon a reasonable amount of the overall cost of such utility or service to be paid by Tenant, then, and in such event, Tenant shall cause such utility or service to be separately metered to Tenant or separately contracted-for by Tenant, so that Tenant will pay separately, at Tenant's sole expense, for such utility or service (in which case Landlord shall not thereafter assess Tenant for any amount of such utility or service). The cost of the installation of any separate meter shall be paid by Tenant.

5.4 Payment By Landlord. Subject to reimbursement as provided under this Article 5, Landlord shall pay the Operating Expenses and Real Estate Taxes before delinquency.

5.5 Manner of Payment. Commencing on the Lease Term Commencement Date, Tenant shall be responsible for Tenant's Proportionate Share of Operating Expenses in the following process:

a. Landlord shall give Tenant notice of Landlord's estimate of amounts payable under this Article 5 (hereinafter referred to as "Landlord's Estimate") for each Adjustment Period. Upon request, Landlord shall give Tenant reasonably detailed documentation to support Landlord's Estimate.

b. On or before the first day of each month during each Adjustment Period, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's Proportionate Share of Landlord's Estimate. If, however, Landlord's Estimate is not given before the Adjustment Period begins, Tenant shall

continue to pay on the basis of Landlord's Estimate for the previous year, if any, until the month after the new estimate is given.

c. On or before March 1st of each Adjustment Period or as soon as reasonably possible thereafter, Landlord shall give Tenant an itemized statement ("Landlord's Annual Statement") showing in reasonable detail: (i) the actual Operating Expenses incurred by Landlord for the prior Adjustment Period broken down by component expenses, including, without limitation, repairs, management fees, electricity, janitorial and the actual Real Estate Taxes for the prior Adjustment Period; (ii) the amount of Tenant's Proportionate Share of Real Estate Taxes and Tenant's Proportionate Share of the actual Operating Expenses; (iii) the amount of Landlord's Estimate paid by Tenant during the prior Adjustment Period; and (iv) the net amount owed by Tenant toward the Operating Expenses and Real Estate Taxes, or the amount Landlord owes to Tenant as a refund for the prior Adjustment Period.

d. If Landlord's Annual Statement shows that Tenant's Proportionate Share of actual Real Estate Taxes or Tenant's Proportionate Share of the actual Operating Expenses for an Adjustment Period was less than the amount contributed by Tenant toward Landlord's Estimate during such Adjustment Period, Landlord shall return the difference ("Overpayment") to Tenant, provided Tenant is not in default. If Landlord's Annual Statement shows that Tenant's Proportionate Share of the actual Real Estate Taxes and Tenant's Proportionate Share of the actual Operating Expenses for an Adjustment Period is more than the amount contributed by Tenant toward Landlord's Estimate during such Adjustment Period, Tenant shall remit the difference ("Underpayment") to Landlord. The Overpayment or Underpayment shall be paid by Landlord or Tenant, as appropriate, within thirty (30) days after Landlord's Annual Statement is delivered to Tenant and Tenant has been afforded a reasonable opportunity to inspect Landlord's records relating to Operating Expenses, provided Tenant is not in default. If Tenant disputes the accuracy of Landlord's Annual Statement, Tenant shall nevertheless remit the Underpayment, if any; provided, however, Tenant may subsequently recover the Underpayment if Landlord's Annual Statement is later determined to be inaccurate. Any claim by Tenant for revision of any statement submitted by Landlord hereunder for any such Adjustment Period, which claim is not made within sixty (60) days after the later of the date of Tenant's receipt of such statement and the date of Tenant's review of Landlord's records, shall be deemed waived and discharged.

e. If, for any Adjustment Period during the Term, this Lease is not in effect for the full calendar year, Tenant's obligation to pay Additional Rent for such Adjustment Period shall be prorated by multiplying the Additional Rent for the Adjustment Period by a fraction expressed as a percentage, the numerator of which is the number of days of the Adjustment Period included in the Term and the denominator of which is 365.

5.6 Personal Property Tax. Before delinquency, Tenant shall pay to the appropriate taxing authority taxes assessed during the Term against trade fixtures or personal property placed by Tenant in the Premises. If these taxes are assessed against the Building, Tenant shall pay its share of the taxes to Landlord within ten (10) days after receiving Landlord's written statement setting forth the amount of taxes applicable to Tenant's property and the basis for the charge to Tenant. Tenant's failure to pay Landlord within the ten-day period shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent.

5.7 Utilities. Commencing on the Lease Term Commencement Date, Tenant shall pay for all gas, water, electricity, telephone, and other utility services used or consumed in or about or furnished to the Premises during the Lease Term and shall pay all sewer use fees or similar charges made or imposed with respect to or against the Premises during the Lease Term. Tenant

shall hold Landlord and the Premises harmless from all liens, charges, and costs with respect to such items. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving the Premises and that if any equipment installed by Tenant requires additional utility facilities, such additional utility facilities shall be installed at Tenant's expense in accordance with plans and specifications approved in writing in advance by Landlord. Landlord shall not be liable for any interruption in the supply of any utilities to the Premises or for any damage caused either to the electrical system or to Tenant's equipment in the Premises by any power surge. Landlord does not guarantee the availability of any utilities. If Landlord provides any of such utility services to Tenant because they are not or cannot be separately metered or billed to Tenant, then Tenant shall pay to Landlord, within ten (10) days after receiving a statement therefor from Landlord, Tenant's equitable share of the billing received by Landlord for such utility service, which share shall be determined by Landlord in its sole discretion taking into account such factors, including but not limited to the nature of Tenant's business, as Landlord reasonably may consider to be appropriate.

ARTICLE 6 COMPLIANCE WITH LAWS

6.1 Tenant shall comply with all applicable laws, ordinances, and codes in connection with its use of the Premises and the Building, including but not limited to laws and rules regarding the use of the Premises and with which only the occupant can comply, such as laws governing maximum occupancy, zoning and use restrictions, workplace smoking and illegal business operations, such as gambling. Tenant shall comply with all recorded covenants, restrictions and conditions, including the CCRs, and will not violate any restrictions set forth therein. Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls.

ARTICLE 7 PERMITTED USES; PROHIBITIONS

7.1 Permitted Uses. Tenant may use the Premises solely for the operation of a restaurant and bar (the "Permitted Use"), and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. Tenant hereby agrees and acknowledges that the exclusives set forth on Exhibit "C" attached hereto are in effect and in no event shall Tenant be permitted to use the Premises for any such uses.

7.2 Operation of Business. Tenant shall not conduct auction sales, fire sales, vacancy sales, or "going out of business" sales in or from the Premises without written consent of Landlord, nor shall Tenant use or permit the use of vending machines inside the Premises (except for exclusive use of employees) or outside the Premises. Tenant shall not conduct business promotions on the sidewalks or parking lot of Landlord's Parcel, without Landlord's prior written consent. Tenant shall (a) conduct its business in the entire Premises; (b) remain open for business during customary business days and hours for similar businesses in the city or trade area where the Building is located and also shall remain open on such days and for such hours as Landlord generally may require of businesses in the Building; (c) adequately staff its store with sufficient employees to handle the maximum amount of business and carry a stock of merchandise of such size, character, and quality as may be necessary to accomplish such maximum amount of business; (d) keep its display windows and signs, if any, well lighted during all business hours; (e) keep the Premises and both the exterior and interior portions of windows, doors, and other glass or plate glass fixtures therein in neat, clean, sanitary, and safe conditions;

(f) warehouse, store, or stock only such goods, wares, and merchandise in the Premises as Tenant intends to offer for sale at retail in the Premises; (g) neither solicit business nor distribute advertising matter in the Common Areas; (h) not place any excessive weight upon the floor of the Premises; (i) use the insignia or other identifying mark of the Building (if any) designated by Landlord in Tenant's advertising, whether printed or visual, and make reference to the name of the Building in each instance of audio advertising; (j) not place or permit any radio or television antenna, loud speaker, or sound amplifier, or any phonograph or other devices similar to any of the foregoing, on the roof or outside of the Premises or at any other place where it may be seen or heard outside of the Premises; and (k) not permit noise, sounds, activities, odors, or disturbances within the Premises which interfere or are likely to interfere with the businesses of other tenants in the Building. Tenant agrees not to do or permit anything to be done which will interfere with the quiet enjoyment of other tenants or occupants of the Building. Tenant shall not conduct its business in the Premises under any name other than the trade name set forth as in Article 1 of this Lease without first obtaining Landlord's written consent to such change of trade name.

7.3 Prohibitions. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them (including unreasonable noise or odor) or their use of the Building or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Tenant shall have an affirmative obligation to design the Premises and the improvements within the Premises in such a manner as to avoid excessive noise, odor or other disturbances to the other tenants or invitees of the Building. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

7.4 Continuous Occupancy. Tenant agrees continuously throughout the Lease Term to occupy the Premises and to conduct its business therefrom during all normal business hours, except when the Premises are untenable by reason of the occurrence of any damage thereto or the destruction thereof; and Tenant's failure to comply with the preceding provisions of this sentence shall constitute a default under this Lease. In the event that Tenant does not so occupy the Premises and conduct its business therefrom and Landlord does not exercise its remedies under Section 16.2 below, then Tenant shall pay monthly as Additional Rent (over and above and in addition to the Base Rent and any other sums required to be paid by Tenant) during any such period of non-occupancy or non-conduct of its business a sum equal to 50% of the Base Rent payable during such Period. Notwithstanding the foregoing, Tenant shall not be in default of this Section 7.4 for a period of up to three months in the event that Tenant vacates in order to remodel the Premises.

7.5 Promotion. Landlord shall, but in no event shall be required to, have the right to advertise the retail component of the Building in the local metropolitan statistical area, and formulate, provide, and carry out an ongoing promotion plan which, in Landlord's sole judgment, shall serve to enhance and promote the Building and its occupants. For purposes of this Section, "Promotion plan" shall mean a plan for shows, displays, signs, marquees, décor, special events, seasonal and holiday events and promotional literature to be distributed within and outside the Building, advertisements for the businesses in the Building, and other activities within the Building designated to attract customers. Tenant hereby grants Landlord the right to include Tenant's trade

name (as identified in Article 1 above) in promotional materials. The cost of such promotional activities shall be considered an Operating Expense.

ARTICLE 8 LANDLORD'S SERVICES AND MAINTENANCE; PARKING

8.1 Services. Subject to Landlord's right to be reimbursed pursuant to Article 5 above for Tenant's Proportionate Share of the amounts expended by Landlord under this Section 8.1, Landlord shall be responsible for maintenance, repair, and replacement of the roof, foundation, exterior walls and glass, interior structural walls, floor slab, gutters, and water spouts; all utility mains, lines, meters, and conduits extending to the service connections within the Premises; all building, electrical, and utility systems, including but not limited to, sprinkler, fire alert, and other safety systems; truck loading facilities; parking areas; and Common Areas, including but not limited to lighting of Common Areas; landscaping and trash removal; snow and ice removal; and water, sewage, janitorial, electricity, maintenance, and pest control services in connection with all Common Areas. Landlord shall not be liable and the Rent shall not be abated for temporary non-repetitive interruptions to the telephone, plumbing, HVAC, electrical or other mechanical systems or cleaning services caused by reason of accident, injury, repairs, alterations, improvements or shortages of or lack of availability of materials or services.

8.2 Parking. Subject to the terms and conditions of the CCRs, Tenant and its employees and visitors may use any parking area now or hereafter made available and designated for parking generally for tenants and their employees and visitors at the Building. Such general parking shall be on a "first come, first served," unassigned basis, with Landlord and other tenants of the Building and their employees and visitors. Notwithstanding the foregoing, Landlord reserves the right to assign specific spaces and to reserve spaces for visitors, small cars, handicapped individuals and other tenants, visitors of tenants or other persons, and Tenant and its employees and visitors shall not park in any such assigned or reserved spaces. In case of any violation of the foregoing provisions, Landlord may refuse to permit the violator to park, and may remove the vehicle owned or driven by the violator from the grounds without liability whatsoever, at such violator's risk and expense. Landlord reserves the right to close all or a portion of the parking areas or facilities in order to make repairs or perform maintenance services, or to alter, modify, restripe or renovate the same, or if required by casualty, strike, condemnation, act of God, law or governmental requirement, or any person beyond Landlord's reasonable control.

ARTICLE 9 TENANT'S COVENANTS

9.1 Maintenance and Repair. Subject to Section 8.1 above, Tenant, at its sole cost and expense, shall at all times throughout the Term, maintain the interior of the Premises and every part thereof, together with all appurtenances thereto wherever located (ordinary wear and tear and damage by casualty excepted), including the interior walls and nonstructural portions of the Premises, as well as the exterior and interior portions of all doors and entrances, door checks, all windows, plate glass, Tenant signage, all plumbing and sewage facilities solely serving the Premises (including pipes and drains within the Premises, toilets, basins and water heaters), fixtures, the electrical systems solely servicing the Premises, fire sprinkler system, floors and ceilings, the heating, ventilating, and air-conditioning units solely serving the Premises, and any work performed by or on behalf of Tenant hereunder. Tenant shall enter into a quarterly service agreement for the maintenance of the HVAC solely serving the Premises. Tenant shall also keep and maintain in good order and condition any special equipment, fixtures or facilities solely serving the Premises. Subject to the insurance, waiver of rights, and waiver of subrogation provisions in

Article 14 of this Lease, Tenant shall also repair (or, at the election of Landlord, shall reimburse Landlord for the repair of) any damage to the structural portions of the Building, roof and Premises resulting from Tenant's negligence or the negligence of anyone acting or claiming under Tenant, or resulting from the failure of Tenant or anyone claiming under Tenant to perform or observe the covenants or conditions in this Lease, contained or resulting from alterations, additions or improvements to the Premises made by Tenant or anyone claiming under or acting through Tenant. The obligation to repair shall also include the obligation to replace when necessary or appropriate.

9.2 Use, Waste, Nuisance, Etc. Tenant shall not injure, overload, deface or commit waste in the Premises or any part of the Building, nor permit the occurrence of any nuisance therein or the emission therefrom of any objectionable noise or odor, nor use the Premises for any purpose other than the Permitted Use set forth in Section 7.1 nor use or permit any use which is liable to invalidate or increase the premium for any insurance on the Building or its contents or which is liable to render necessary any alterations or additions to the Property. Subject to the right of Landlord to approve in advance the locations of any heavy equipment, Tenant shall not place a load upon the Premises exceeding an average rate of 80 pounds live load per square foot of floor area.

9.3 Rules and Regulations. Tenant shall faithfully observe and comply with all reasonable rules and regulations now or hereafter promulgated and/or modified by Landlord from time to time for the care and use of the Premises and the Building (hereinafter "Rules and Regulations"). The current Rules and Regulations are attached hereto as Exhibit "B". Landlord shall have the right to amend, change or modify the Rules and Regulations from time to time as Landlord deems necessary or appropriate. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by other tenants or occupants.

9.4 Indemnification.

a. Tenant waives all claims against Landlord, its agents and employees for loss, theft or damage to equipment, furniture, records and other property on or about the Premises, for loss or damage to Tenant's business or for death or injury to persons on or about the Premises or the Building, except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents or employees. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant on or about the Premises, and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim, action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's sole cost and expense and by counsel reasonably satisfactory to Landlord. In addition to the foregoing, but subject to the insurance, waiver of rights, and waiver of subrogation provisions in Article 14 of this Lease, Landlord may repair any damage to the Building or to the improvements on the Land caused by Tenant's employees, agents, independent contractors, or invitees (including damage and breakage occurring when Tenant's property is being moved into or out of the Building) and Landlord may recover all actual and reasonable costs and expenses thereof from Tenant as Additional Rent.

b. Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances, or plumbing works therein or from the roof, street or subsurfaces or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Tenant shall give prompt notice to Landlord in case of casualties or accidents in the Premises.

9.5 Entry for Repairs and Inspections. Tenant shall permit Landlord and Landlord's agents to enter and examine the Premises at reasonable times (upon reasonable advance notice to Tenant, and subject to Tenant's security requirements) and if Landlord shall so elect, to perform any repairs or other work permitted by Landlord by Article 22.

9.6 Alterations, Additions, Heavy Equipment, Etc. Tenant shall not make any alterations, additions or improvements on or to the Premises, including, but not limited to penetration of the roof, nor erect or paint any sign or other identification on any exterior window or other exterior surface of the Premises or the Building without obtaining Landlord's prior written consent. To the extent any such alterations, additions or improvements are authorized by Landlord, all such alterations, additions and improvements shall be performed by contractors or mechanics approved by Landlord, provided, however, that Tenant must use Landlord's roofing contractor for any roof penetrations to assure warranty of the roof. Tenant further covenants and agrees that all work done by Tenant shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations and requirements of all governmental or regulatory bodies and agencies. Tenant shall also pay all costs for such alterations, additions and improvements. Any signage, whether temporary or permanent, shall be subject to Landlord's prior written consent and shall further conform to all applicable laws, regulations and ordinances. Tenant shall be responsible for the cost of erecting and maintaining any signage, and for ensuring conformance as aforesaid. Upon termination or expiration of this Lease, Tenant shall be responsible for removing any and all signs and repairing any damage caused by such removal. Tenant shall not bring into or install in the Premises any safes, or bulky or heavy furnishings, equipment or machines without the prior written approval of Landlord as to methods of transportation and installation. Landlord may prohibit the installation of any such items if the weight of any such item would exceed the weight limits or load-bearing capacities of the Building's floors, elevators, etc.

9.7 Surrender and Lien for Rent. At the expiration of the Term or earlier termination of this Lease, Tenant shall peaceably give up and surrender the Premises without the requirement of any notice, including all work performed by Tenant (such work to be in conformity with the provisions hereof) and all replacements thereof, including carpeting, and all fixtures permanently attached to the Premises. At such expiration or termination, the Premises and all improvements shall be in good order, repair and condition (damage by fire or other casualty and reasonable wear excepted). Tenant shall, at its sole cost and expense, at the time of such expiration or termination, remove all fixtures, furniture and equipment from the Premises, remove all cabling installed in the Premises by or behalf of Tenant, remove all signage from the Premises and making any repairs to the Premises (including restoration of any façade in connection with removal of signage) and other areas necessitated by such removal and leaving the Premises in broom clean condition (damage by fire or other casualty and reasonable wear excepted). Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term.

9.8 Signage. Tenant may install storefront signage on the exterior of the Premises, at Tenant's expense, provided such signage is (a) approved by Landlord, approval not to be unreasonably withheld, conditioned or delayed, (b) compliant with the CCRs, and (c) compliant with all applicable laws, ordinances, and governmental regulations. Tenant shall have the ability to customize the exterior storefront of the Premises with design approval from Landlord, approval not to be unreasonably withheld, conditioned, or delayed. Landlord shall also provide Tenant with space on the Building directory. In addition, Tenant shall be permitted to utilize "grand opening", "coming soon" or "now open" signs in close proximity to the Premises for a period commencing forty-five (45) days before Tenant opens for business to the public and ending sixty (60) days after Tenant opens for business to the public; provided such signage is (i) approved by Landlord, approval not to be unreasonably withheld, conditioned or delayed, (ii) compliant with the CCRs and (iii) compliant with all applicable laws, ordinances, and governmental regulations. Tenant may use its own professionally designed monthly advertising posters, illuminated or non-illuminated signs or such signage required by Tenant's franchisor in the interior of the Premises (to the extent not visible from the exterior of the Premises) without Landlord's prior approval. Tenant shall not place or erect any signs or other devices upon any of the Common Areas. Tenant shall be responsible, at its sole cost and expense, at the expiration or earlier termination for removal of all of Tenant's signage and repair of damage to the walls and, if applicable, exterior facade caused by such removal.

9.9 Mechanic's Liens. Tenant shall at all times keep and maintain the Premises and all other parts of the Building free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for the benefit of Tenant in connection with the Premises. The interest of Landlord in the Premises and the Building shall not be subject to liens for improvements made by or on behalf of Tenant, and nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Premises or the Building to any lien or liability under applicable law. In the event that any mechanic's, materialman's or other lien or any notice of claim, including (without limitation) any stop notice (each, a "lien"), is filed against the Premises or the Building as a result of any work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to or for the benefit of Tenant or to anyone holding the Premises by, through or under Tenant, Tenant, at its expense, shall cause the lien to be discharged of record or fully bonded to the satisfaction of Landlord within twenty (20) days after notice of the filing thereof. If Tenant fails to discharge or bond against said lien within twenty (20) days after notice of the filing thereto, Landlord may, in addition to any other rights or remedies Landlord may have, but without obligation to do so, bond against the lien without inquiring into the validity or merits of such lien, and all sums so advanced, including reasonable attorneys' fees incurred by Landlord in defending against such lien, procuring the bond or discharging such lien, shall be paid by Tenant on demand as additional rent. In addition, Tenant shall replace any bonds posted by Landlord pursuant hereto with a suitable bond of equivalent amount within ten (10) days after Landlord's demand therefor.

9.10 Financial Reports. Upon Landlord's request not more than one time per Lease Year, Tenant shall provide Landlord with a copy of Tenant's most recent financial and operating statements, including balance sheets. Tenant further agrees to provide Landlord with bank references upon Landlord's request.

ARTICLE 10 SUBLETTING AND ASSIGNMENT

10.1 ASSIGNMENT AND SUBLETTING. Tenant shall have no right to assign this Lease or to sublet the Premises without the prior written consent of Landlord, which consent

shall not be unreasonably withheld, conditioned or delayed. If Landlord gives such consent, then Tenant shall remain primarily liable to Landlord for the payment of the rent and the performance of all of Tenant's other obligations under this Lease for the remainder of the Lease Term. Tenant shall not allow or permit any transfer of this Lease, or of any interest in or rights under this Lease, by operation of law and shall not mortgage, pledge, or encumber this Lease or any interest herein. For purposes of this section, a change in control of Tenant shall be deemed to be an assignment of this Lease requiring Landlord's prior written consent. If Landlord consents to an assignment of this Lease by Tenant, then such consent shall apply only to the remainder of the then current Lease Term and not to any subsequent periods as to which Tenant has an unexercised option to extend the Lease Term; and any such option or options shall be of no further force or effect after such assignment has been consented to by Landlord. In the event Landlord consents to a sublease or assignment hereunder, Tenant shall pay Landlord a fee of One Thousand Dollars (\$1,000.00) (the "Review Fee"), as well as provide Landlord's standard application completed by the proposed assignee or sublessee.

ARTICLE 11 FORCE MAJEURE

11.1 If Landlord, as the result of any (i) strikes, lockouts or labor disputes; (ii) inability to obtain labor, materials, fuel, electricity, services or reasonable substitutes therefore; (iii) acts of God, civil commotion, fire or other casualty; (iv) governmental action of any kind; or (v) other conditions similar to those enumerated in this Article 11 which are beyond Landlord's reasonable control, fails punctually to provide any service or to perform any obligation on its part to be performed hereunder, then, unless otherwise expressly provided, such failure shall be excused and not be a breach hereunder, but only to the extent occasioned by such event and provided that Landlord uses commercially reasonable efforts to cure or mitigate such force majeure event as quickly as possible.

ARTICLE 12 EMINENT DOMAIN

12.1 Taking/Condemnation by Governmental Authority. If all of the Premises shall be taken or condemned by a governmental or quasi governmental authority for any public or quasi public use or purpose (including a sale under threat of such a taking or condemnation), this Lease shall terminate on the date title thereto vests in the governmental or quasi-governmental authority, and all Rent payable hereunder shall be apportioned as of such date. If less than all of the Premises shall be taken or condemned by a governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale under threat of such a taking or condemnation), Landlord and Tenant each shall have the right to terminate this Lease by giving the other party thirty (30) days prior written notice of such termination, in which event all Rent payable hereunder shall be apportioned as of the date title vests in the governmental or quasi-governmental authority. If Landlord and Tenant fail to terminate this Lease according to the preceding sentence, this Lease shall continue in full force and effect, but the Rent payable hereunder shall be equitably adjusted as of the date title vests in the governmental or quasi-governmental authority, on the basis of the ratio of the number of square feet of GLA of the Premises taken or condemned to the total GLA of the Premises prior to such taking or condemnation.

12.2 Awards and Damages. All awards, damages and other compensation paid by the condemning authority on account of such taking or condemnation (or sale under threat of such a taking or condemnation) shall belong to Landlord, and Tenant hereby assigns to Landlord all

rights to such awards, damages to the Premises, the value of the unexpired term of the Lease, the loss of profits or goodwill, leasehold improvements or severance damages, other than Tenant's right, if any, to insurance recoveries relating thereto. Nothing contained herein, however, shall prevent Tenant from pursuing a separate claim against the condemning authority for the value of furnishings, equipment and trade fixtures installed in the Premises at Tenant's expense and for relocation expenses, provided that such claim shall in no way diminish the award or compensation payable to or recoverable by Landlord in connection with such taking or condemnation.

ARTICLE 13 DAMAGE BY FIRE OR CASUALTY

13.1 Repair or Restoration. If during the Term of this Lease the Building or the Premises, or any portion thereof, shall be damaged by fire or other insured casualty, Landlord shall commence repair or restoration within thirty (30) days of such damage or destruction and shall diligently pursue such repair and restoration to completion unless this Lease is terminated as provided herein. Landlord shall pay the cost to repair any damage or destruction to the Building or the Premises caused by the negligence or willful misconduct of Landlord, its agents or employees. To the extent not covered by insurance obtained by Landlord in accordance with Article 14, Tenant shall pay the reasonable cost of repair of any damage or destruction of the Building or the Premises caused by the negligence or willful misconduct of Tenant, its employees, agents or visitors. Tenant shall vacate such portion of the Premises as Landlord reasonably requires to enable Landlord to repair the Premises or the Building.

13.2 Termination by Landlord. Notwithstanding anything to the contrary contained in this Lease, if the proceeds of insurance are insufficient to pay for the repair of any damage or destruction to the Premises or the Building, or if the Premises or the Building are damaged or destroyed to an extent which may not be repaired within one hundred eighty (180) days after the commencement of repair, as determined by Landlord, Landlord and Tenant shall each have the option to terminate this Lease by giving the other party written notice of such termination; provided, however, the notice must be delivered within sixty (60) days of such damage or destruction. Any termination of this Lease pursuant to this Section 13.2 shall be effective as of the date of the damage or destruction.

13.3 Abatement of Rent. If the Premises are damaged or destroyed by fire or other casualty, the Rent shall abate until such damage or destruction is repaired in proportion to the reduction of the area of the Premises useable by Tenant. If, however, the damage or destruction is the result of the negligence or willful misconduct of Tenant and rent loss coverage is not available to Landlord, there shall be no abatement of Rent as otherwise provided in this Section 13.3.

ARTICLE 14 INSURANCE; WAIVERS OF SUBROGATION

14.1 Tenant Insurance. Tenant shall, at all times during the Term, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of commercial general liability insurance coverage assuring against loss, damage or liability for injury or death to persons and loss or damage to property occurring from any cause whatsoever in connection with the Premises or Tenant's use thereof. Such liability insurance shall be in amounts not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate, Two Million Dollars (\$2,000,000) combined single limit coverage (and, if the use and occupancy of the Premises

include any activity or matter that is or may be excluded from coverage under a commercial general liability policy (e.g., the sale, service, or consumption of alcoholic beverages), Tenant shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter in such amounts as Landlord may reasonably require). Such insurance policy shall have a deductible of Ten Thousand Dollars (\$10,000) or less. Such insurance shall also cover and include all signs maintained by Tenant hereunder. Landlord and Landlord's property manager (to the extent notice is provided to Tenant in writing) shall be named as an additional insured (and at Landlord's option, any other persons, firms or corporations reasonably designated by Landlord shall be additionally named as insured parties) under each such policy of insurance. Each such party shall be designated as an additional insured under ISO endorsement CG 20 10 1185 or such other comparable endorsement upon Landlord's reasonable request. Tenant shall also cover contractual liability insurance that is sufficient to cover Tenant's indemnity obligations hereunder if such contractual liability insurance is not already included in Tenant's commercial general liability insurance policy. Tenant shall, at all times during the Term, at its sole cost and expense, procure and maintain in full force and effect property insurance covering not less than one hundred percent (100%) of the current replacement value of all tenant improvements and alterations and betterments in the Premises made by Tenant, including without limitation, the Tenant's Improvements, and furniture, fixtures, and personal property therein. Such insurance shall also cover and include all exterior signs maintained by Tenant hereunder and shall include coverage for plate glass.

14.2 Landlord Insurance. Landlord shall procure and maintain fire and extended coverage insurance with a reliable insurer upon the Building in an amount equal to the full replacement cost of those building components normally covered by standard fire and extended coverage insurance policies. In addition, Landlord may maintain any other insurance reasonably necessary to protect the Building and the Property and all such insurance shall be deemed an Operating Expense.

14.3 Certificate of Insurance. A certificate issued by the insurance carrier or legal representative for each policy of insurance required to be maintained by Tenant hereunder shall be delivered to Landlord and all other named insureds on or before the Lease Term Commencement Date or earlier occupancy and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each certificate of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall be in form and substance reasonably satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days' prior written notice to Landlord and all other named insureds of the cancellation, non-renewal, or amendment of the applicable policy. Any proposed diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question, initiated by either the insurer, or by the Tenant shall require not less than thirty (30) days' prior written notice to Landlord. All such insurance policies shall be in form reasonably satisfactory to Landlord, and shall be issued by insurance carriers having an A.M. Best rating of at least A-VIII or higher who are authorized to transact business in the State of Nebraska. If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance, and Tenant shall pay to Landlord on demand the premium costs thereof, plus an administrative fee of fifteen percent (15%) of such cost.

14.4 Waiver of Recovery Rights. Notwithstanding anything in this Lease to the contrary (including, without limitation, Sections 9.1 and 9.4(a) herein), the parties hereto waive any and all

rights of recovery from the other, their respective owners, partners, officers, agents, and employees for any injury or loss, including consequential loss or damage, caused by any peril or perils (including negligent acts) enumerated in each form of insurance policy actually carried by such waiving party. For purposes of this Section 14.4, Landlord and Tenant shall be deemed to be carrying any insurance policies that they are required to carry, pursuant to Sections 14.1 and 14.2, but are not actually carrying.

14.5 Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary (including, without limitation, Sections 9.1 and 9.4(a) herein), each party hereto agrees to have their respective insurers expressly waive any and all rights of subrogation that the insurer may have against the other party and such other party's owners, partners, officers, agents and employees. All such policies shall be written as primary policies and not contributing with or in excess of the coverage, if any, which such party may carry. Any other provision contained in this Section or elsewhere in this Lease notwithstanding, the amounts of all insurance required hereunder to be paid by a party shall be not less than an amount sufficient to prevent the other party from becoming a co-insurer.

ARTICLE 15 DISPLAY OF PREMISES

15.1 Tenant covenants and agrees that for the period of six (6) months prior to the expiration of this Lease, Landlord shall have the right to show the Premises and all parts thereof to prospective tenants, at reasonable times, upon reasonable advance notice, at Tenant's reasonable convenience, and subject to Tenant's security requirements.

ARTICLE 16 TERMINATION FOR DEFAULT OR INSOLVENCY

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

a. If Tenant fails to pay Landlord any Rent or other payments when due hereunder; provided, however, that no more than two (2) times per calendar year, Landlord shall provide Tenant with written notice of such failure and, in such case, a default or a breach shall not be deemed to have occurred unless Tenant fails to cure such payment default within five (5) days following Landlord's delivery to Tenant of written notice of such failure;

b. If Tenant vacates or abandons the Premises;

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

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

e. If Tenant fails to perform or comply with any other term or condition of this Lease and if such nonperformance shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant, time being of the essence.

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

a. Landlord may re enter the Premises immediately and remove the property and personnel of Tenant, and shall 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 (including attorneys' fees, costs of litigation and the like), and the difference between the Rent due for the balance of the Term, including amounts required to be paid by Tenant for taxes, insurance, costs of maintenance, repairs, and other operating expenses of the Premises, 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 retake and relet the Premises or any part thereof for any term without terminating this Lease, at such Rent and on such terms as Landlord 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 reasonable expenses of the reletting (including reasonable advertising fees, brokerage commissions and the like), for any repairs made, and for the Rent due for the balance of the Term including amounts required to be paid by Tenant for taxes, insurance, costs of maintenance, repair and other operating expenses of the Premises, 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 section, Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-section.

16.3 Recovery of Damages. Nothing herein shall limit or prejudice the right of Landlord to pursue and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination of this Lease, an amount equal to the maximum allowed by a statute or rule of law in effect at the time such proceeding is commenced which governs the proceeding in which damages are to be proved, whether or not the amount is greater, equal to or less than the amount of the actual loss or damage which Landlord has suffered, including reasonable attorney's fees.

ARTICLE 17 SUBORDINATION AND MORTGAGEE APPROVAL

17.1 This Lease shall be subject and subordinate to any mortgage, deed of trust or ground lease that may now exist or hereafter be placed upon the Building and/or the Land by Landlord, and to any and all advances to be made under such mortgages or deeds of trust and to the interest thereon, and all renewals, extensions and consolidations thereof; provided that any such mortgagee, beneficiary under a deed of trust or ground lessor may elect at any time during the Term of this Lease to have this Lease deemed a prior lien to its mortgage, deed of trust or ground lease and in the event of such election and upon notification by such mortgagee, beneficiary under a deed of trust or ground lessor to Tenant to that effect, this Lease shall be

deemed prior in lien to the said mortgage, deed of trust or ground lease. This Article 17 shall be self operative, but in confirmation thereof, Tenant shall execute and deliver whatever instruments may be reasonably required to acknowledge such subordination or priority in recordable form within ten (10) business days after demand in writing. If any foreclosure of any mortgage or deed of trust encumbering the Building and/or the Land shall occur, Tenant shall, if so requested, attorn to the purchaser and execute such subordination, attornment and nondisturbance agreements as may be reasonably required by Landlord or any other purchaser or lender; provided, however, that such attornment shall be conditioned upon the mortgagee, beneficiary, or purchaser at foreclosure, as the case may be, agreeing that Tenant's occupancy of the Premises and other rights under this Lease shall not be disturbed so long as Tenant is not in default under this Lease.

ARTICLE 18 HOLDOVER

18.1 If Tenant remains in the Premises after the termination of this Lease, such holding over shall be as a Tenant at Will or Tenant by the month (requiring thirty (30) days notice of termination by either party to the other) at a rent equal to the product of 1.25 multiplied by the Rent then due under Articles 4 and 5 for the first month of holdover and thereafter, at a rent equal to the product of 1.50 multiplied by the Rent then due under Articles 4 and 5. Tenant shall otherwise be subject to all the covenants and conditions of this Lease as though it had originally been a monthly tenancy. Notwithstanding the foregoing, if Landlord desires to regain possession of the Premises promptly after the expiration of this Lease and prior to acceptance of Rent for any period thereafter, Landlord may, at its option, and upon not less than thirty (30) days prior written notice to Tenant forthwith re enter and take possession of the Premises or any part thereof. Thereupon, Landlord shall be entitled to recover possession of the Premises from Tenant without being deemed guilty of any manner of trespass.

ARTICLE 19 ESTOPPEL CERTIFICATE

19.1 At Landlord's request, Tenant agrees to execute and deliver to Landlord within ten (10) days after Landlord's written request therefore a certificate (in such form as may be provided consistent with the provisions of this Article 19) which acknowledges tenancy of the Premises and recites such other facts concerning any provision of this Lease or payments made under this Lease which a mortgagee or lender or prospective mortgagee or lender or a purchaser or prospective purchaser of the Building and/or Land or any interest therein may reasonably request.

ARTICLE 20 NO WAIVER; NO ACCORD AND SATISFACTION

20.1 No Waiver. The failure of Landlord or of Tenant to seek redress for the violation of, or to insist upon the strict performance of any term, covenant or condition of this Lease or, the failure of Landlord to enforce the Rules and Regulations for the Premises and the Building (as the same may now exist or are hereafter promulgated or modified by Landlord), shall not be deemed a waiver of such violation or breach nor shall the failure of Landlord to enforce any of said Rules and Regulations against any other tenant in the Building be deemed a waiver of any such Rules or Regulations. The receipt by Landlord of Rent with knowledge of a violation or breach of any covenant or condition of this Lease or of the Rules and Regulations shall not be deemed a waiver of such violation or breach by Landlord, unless such waiver is in writing and signed by Landlord. No consent or waiver, expressed or implied, by Landlord or Tenant to or of any violation or breach

of any agreement or duty shall be construed as a waiver or consent to or of any other violation or breach of the same or any other agreement or duty.

20.2 **No Accord and Satisfaction.** No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installments and to pursue any other remedy provided in this Lease or by law.

ARTICLE 21 NOTICES

21.1 Any notice, approval and other like communication hereunder from Landlord to Tenant or from Tenant to Landlord shall be given in writing and shall be deemed duly served if delivered in person or mailed by registered or certified mail, return receipt requested, first-class, postage prepaid, or delivered by Federal Express or a comparably reliable national air courier service, provided that any such courier service provides written evidence of delivery. Any such notice or communication shall be addressed, if to the Tenant, to the Address of Tenant and, if to the Landlord, at the Address of Landlord, or at such other addresses as either party may from time to time designate by written notice to the other.

ARTICLE 22 LANDLORD'S RIGHT TO CURE

22.1 At any time upon not less than ten (10) days prior written notice to Tenant, Landlord may, but need not, cure any failure by Tenant to perform its obligations under this Lease. Whenever Landlord chooses to do so, all costs and expenses incurred by Landlord in curing any such failure, including, without limitation, reasonable attorneys fees together with interest on the amount of costs and expenses so incurred at the annual rate for late Rent described in Section 4.4, above, shall be paid by Tenant. If Tenant refuses or fails to pay such costs and expenses within thirty (30) days after receiving notice from Landlord regarding such costs and expenses, the costs and expenses shall be deemed Additional Rent payable under Article 5.

ARTICLE 23 QUIET ENJOYMENT

23.1 Landlord covenants with Tenant that, so long as Tenant pays the Rent and all other charges provided for herein, Tenant shall peaceably hold and enjoy the Premises during the full term of this Lease and any extension or renewals thereof upon paying the Rent and performing its covenants herein contained, subject only to terms of this Lease.

ARTICLE 24 ASSIGNMENT FOR FINANCING

24.1 If, at any time or times, Landlord assigns this Lease or the Rents payable hereunder to the holder of any mortgage or deed of trust on the Premises, the Building or the Land, or to any other party for the purpose of securing financing (the holder of any such mortgage or deed of trust and any other such finance party are collectively referred to herein as the "Financing Party"), whether such assignment is conditional in nature or otherwise, such assignments to the Financing Party shall not be deemed an assumption by the Financing Party

of any obligations of Landlord hereunder unless such Financing Party shall, by written notice to Tenant, specifically assume the obligations of the Landlord under this Lease. In furtherance of the foregoing, Tenant hereby agrees to enter into such agreements or instruments as may, from time to time, reasonably be requested in confirmation of the foregoing.

ARTICLE 25 PREPARATION OF PREMISES

25.1 AS-IS, WHERE-IS CONDITION. Landlord shall deliver the Premises to Tenant in their as-is, where-is condition within three (3) days after the Effective Date. Except as otherwise provided in this Lease, acceptance of possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the Premises in its as-is, where-is condition and Landlord has no construction obligations with respect to the Premises (other than the on-going maintenance and other express obligations set forth in this Lease). Any and all Tenant's Work to be carried out and completed in the Premises is the responsibility of Tenant.

25.2 Tenant's Work. Tenant shall, at its sole cost and expense, build out the Premises and construct all improvements necessary to prepare for the opening to the public of Tenant's store in the Premises ("Tenant's Work") in accordance with plans and specifications prepared by Tenant and approved in advance and in writing by Landlord ("Tenant's Plans"). Tenant's Work shall be performed (i) by Tenant at Tenant's sole cost and expense, subject to the Tenant Allowance, (ii) in a first class, workman-like manner with first class materials, (iii) in conformance with all building codes, orders and regulations, (iv) by duly qualified or licensed persons, and (v) in accordance with all requirements set forth in this Lease. Landlord hereby agrees to pay (i) the amount of \$40.00 per square foot of GLA leased by Tenant (the "Allowance") and (ii) at Tenant's election to be made in writing to Landlord prior to the Lease Term Commencement Date, an additional amount of \$60.00 per square foot of GLA leased by Tenant (the "Additional Allowance"). In consideration for Landlord providing the Additional Allowance to Tenant, commencing on the Lease Term Commencement Date, Tenant shall pay additional Base Rent to Landlord in the amount of the Additional Allowance amortized over the Initial Term with an interest rate of eight (8%) percent per annum. The Allowance and the Additional Allowance, if applicable, shall be used to reimburse Tenant for costs incurred by Tenant in connection with Tenant's Work, including but not limited to, architectural and design services, permits and interior finish work. In no event shall the Allowance or the Additional Allowance be used to fund any leasehold improvements, furniture, fixtures or equipment that can be removed from the Premises upon expiration of this Lease. The Allowance and Additional Allowance, if applicable, shall be paid to Tenant within thirty (30) days after the following conditions have been satisfied: (i) Tenant has completed all of Tenant's Work and is open for business to the public in the premises, (ii) Tenant has paid the first months' Base Rent and Security Deposit, if any, (iii) Tenant furnishes to Landlord invoices, receipts and properly executed final lien waivers from all of the contractors, subcontractors and material suppliers providing services or supplies in connection with Tenant's Work, and (iv) Tenant provides Landlord with a copy of the final Certificate of Occupancy, if required by local authorities. Any Tenant's Work in excess of the Allowance and Additional Allowance, if applicable, shall be performed by the Tenant at its own cost and expense.

Prior to commencement of any of Tenant's Work, Tenant agrees to furnish to Landlord store design drawings, working drawings and specifications with respect to the Premises for approval by Landlord. Landlord's approval of Tenant's plans and specifications shall not constitute the assumption of such items. Notwithstanding anything to the contrary contained herein, Landlord's approval of any plans and specifications submitted by Tenant pursuant to this Section 25.2 or otherwise is not intended and shall not be deemed to constitute a representation, warranty

or assurance of any kind that such plans and specifications and Tenant's Work shown thereon comply with any applicable building or zoning codes or that Tenant's Work, as depicted on such plans and specifications, is structurally sound. Tenant shall be solely responsible for causing such compliance and for the quality and structural integrity of any Tenant's Work, and Tenant acknowledges that it is not relying on Landlord or its agents, employees or contractors for the same. Tenant's Work shall include (without limitation) the installation of new interior fixtures and equipment and the stocking of the Premises with suitable merchandise. All work performed by Tenant shall be performed diligently and in a good and workmanlike manner and in compliance with such rules and regulations as Landlord and its representatives may make and in accordance with all applicable laws, ordinances, codes and insurance company requirements. Tenant shall not open the Premises for business until all construction has been completed in accordance with the final plans and specifications as approved by Landlord and a certificate of occupancy has been issued. It is further understood and agreed that (i) Landlord shall have no responsibility or liability whatsoever for any loss to, or damage to, any fixtures, equipment, merchandise or other property belonging to Tenant installed or left in the Premises; and (ii) Tenant's entry upon and occupancy of the Premises prior to the Lease Term Commencement Date shall be governed by and subject to all the provisions, covenants and conditions of this Lease. Tenant shall obtain at its sole cost, and immediately thereafter furnish to Landlord, all certificates and approvals with respect to work done and installations made by Tenant that may be required for the issuance of a certificate of occupancy for the Premises, so that such certificate of occupancy shall be issued and the Premises shall be ready for the opening of Tenant's business on the Rent Commencement Date, subject to any delays outside of Tenant's control. Unless already obtained by Landlord, upon the issuance of the certificate of occupancy, a copy thereof shall be immediately delivered to Landlord. Promptly upon the completion of Tenant's Work, Tenant shall repair, clean and restore all portions of the Building affected by Tenant's Work to their prior condition.

ARTICLE 26 MISCELLANEOUS

26.1 Entire Agreement. This Lease contains the entire agreement between the parties hereto, and any agreement hereafter or heretofore made shall not operate to change, modify, terminate, or discharge this Lease in whole or in part unless such agreement is in writing and signed by both Landlord and Tenant. Landlord has made no representations or promises with respect to the Premises except as are herein expressly set forth.

26.2 Binding Effect. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assignees of Tenant as are permitted under Article 10 above.

26.3 Brokers. Tenant and Landlord each represent and warrant to the other that it has dealt with no real estate brokers or salesmen with respect to this Lease. Each party shall indemnify and hold the other harmless against and from all liabilities arising from any such claims caused or incurred by it (including without limitation, the cost of attorneys' fees in connection therewith).

26.4 Validity and Enforcement of Lease. In the event any provision in this Lease is held invalid by any court of competent jurisdiction, the remaining provisions in this Lease shall be deemed severable and shall remain in full force and effect. Either party may, at its option, in addition to any of the rights given by this indenture, enforce any provision of this Lease in

accordance with the laws of the State of Nebraska or of the United States of America governing the relation of Landlord and Tenant, with the same force and effect as though the right to enforce such provision were herein specifically set forth.

26.5 Attorney's Fees. In the event any legal action is necessary or required by either party as a result of the alleged failure of the other party to comply with the terms of this Lease, the non-prevailing party shall pay to the prevailing party, in addition to any other relief which may be granted, the prevailing party's costs of litigation, including but not limited to reasonable attorney's fees, travel costs, transcription costs and other expenditures necessitated by the litigation. If the parties cannot agree upon the amount of such costs, they shall request the court to determine the proper amount. This provision shall apply to matters submitted to arbitration as well as to litigation.

26.6 Headings. The section headings appearing herein are for the convenience of the parties only, and do not affect, define, limit, or construe the contents of the various Articles in this Lease.

26.7 Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

26.8 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

26.9 Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved from all liability under any provision contained herein, arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

26.10 Gender. It is further understood that if more than one join in the execution hereof, or may be of the feminine, masculine or neuter gender, the pronouns and relative words herein used shall be read and understood as if written in plural, masculine or neuter, respectively.

26.11 Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

**[Remainder of This Page Intentionally Left Blank.
Signature Page Follows.]**

IN WITNESS WHEREOF, the Landlord and Tenant hereby affirm this Lease as their true act and deed as of the day and year first above written.

LANDLORD

City Centre 1, LLC,
a Nebraska limited liability company

By: 

Name: Christopher L. Erickson

Title: Member

Date: 3/1/22

TENANT

Lincoln's City Centre, LLC
a Nebraska limited liability company

By: 

Name: Christopher L. Erickson

Title: Member

Date: 3/1/22

EXHIBIT "A"

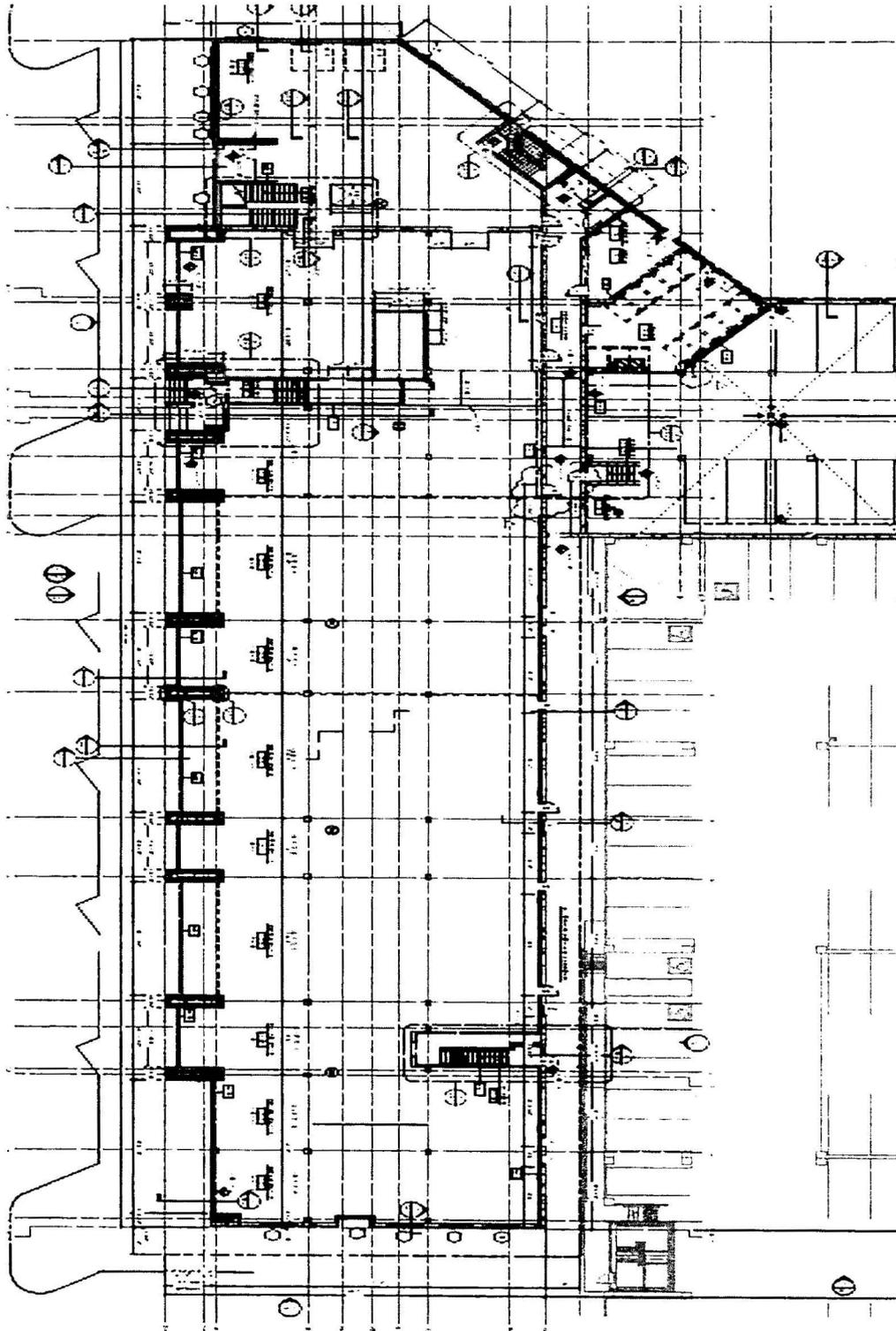


EXHIBIT "B"

Rules and Regulations

1. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, any persons occupying, using or entering the Building, or any equipment, finishings or contents of the Building, and Tenant will comply with Landlord's reasonable requirements relative to such systems and procedures.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways of the Building will not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress from the Premises. The halls, passages, exits, entrances, elevators, escalators and stairways are not for the general public, and Landlord will in all cases retain the right to control and prevent access to such halls, passages, exists, entrances, elevators and stairways of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its occupants; provided that nothing contained in these Rules and Regulations will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who in any way violates these Rules and Regulations. Neither Tenant nor any employee or invitee of Tenant will go upon the roof of the Building.

3. Subject to the terms of the Lease, no sign, placard, picture, name, advertisement or notice visible from the exterior of the Premises will be inscribed, painted, affixed or otherwise displayed by Tenant on any part of the Building or the Premises without the prior written consent of Landlord. Subject to the terms of the Lease, Landlord may adopt and furnish to Tenant general guidelines relating to signs inside the Building and Tenant agrees to conform to such guidelines. Subject to the terms of the Lease, all approved signs or lettering on doors will be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord. Other than draperies expressly permitted by Landlord and Building standard window coverings, material visible from outside the Building will not be permitted. In the event of the violation of this paragraph by Tenant, Landlord may remove the violating items without any liability, and may charge the expense incurred by such removal to Tenant.

4. Other than draperies expressly permitted by Landlord and Building standard window coverings, no curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations will be attached to, hung or placed in, or used in connection with any window of the Building or the Premises. Tenant shall cooperate with Landlord to obtain the efficient operation of heating, air conditioning, ventilating, electrical, fire safety and lighting systems in the Building and shall not tamper with or change the setting of any thermostats or temperature control valves in the Building.

5. The sashes, sash doors, skylights, windows, heating, ventilating and air conditioning vents and doors that reflect or admit light and air into the halls, passageways or other public places in the Building will not be covered or obstructed by Tenant, nor will any bottles, parcels or other articles be placed on any window sills.

6. No show cases or other articles will be put in front of or affixed to any part of the exterior of the Building, nor placed in the public halls, corridors or vestibules without the prior written consent of Landlord.

7. Tenant will not permit the Premises to be used for lodging or sleeping or for any immoral or illegal purpose. Tenant will not use or permit the use of the Premises in any manner which involves the unusual risk of injury to any person. Tenant will not engage or pay any non-salaried employees on the Premises, except those actually working for Tenant on the Premises. Tenant will not advertise for laborers giving an address at the Building. No cooking will be done or permitted by Tenant on the Premises, except in area of the Premises which are specifically constructed for cooking and except that use by Tenant of equipment for microwave cooking, brewing coffee, tea, hot chocolate and similar beverages will be permitted, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.

8. Tenant will not employ any person or persons other than the cleaning service of Landlord for the purpose of cleaning the Premises, unless otherwise agreed to by Landlord in writing. Except with the written consent of Landlord, no person or persons other than those approved by Landlord will be permitted to enter the Building for the purpose of cleaning it. Tenant will not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Should Tenant's actions result in any increased expense for any required cleaning, Landlord reserves the right to assess Tenant for such expenses. For multi-tenant office buildings, janitorial service will not be furnished on nights to offices which are occupied after Business Hours on those nights unless, by prior written agreement of Landlord and Tenant, service is extended to a later hour for specifically designated offices. The foregoing restrictions shall not apply to single tenant buildings, wherein the tenant shall handle all janitorial services for the Building and may specify its cleaning service.

9. Tenant shall not use the toilet rooms, toilets, urinals, wash bowls and other plumbing fixtures for any purpose other than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances will be thrown in such plumbing fixtures. All damages resulting from any misuse of the fixtures by Tenant will be borne by Tenant.

10. Tenant will not in any way deface any part of the Premises or the Building. Tenant shall not mark, paint or drill into any part of the Premises or the Building without the prior written consent of Landlord, in its sole discretion. Without the prior written consent of Landlord, Tenant will not lay linoleum, or other similar floor covering, so that the same will come in direct contact with the floor of the Premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt will be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited. In those portions of the Premises where carpet has been provided directly or indirectly by Landlord, Tenant will at its own expense install and maintain pads to protect the carpet under all furniture casters other than carpet casters.

11. For multi-tenant buildings, Tenant will not alter, change, replace or re-key any lock or install a new lock or a knocker on any door of the Premises without the prior written consent of Landlord. Landlord, its agents or employees, will retain a pass (master) key to all door locks on the Premises. Any new door locks required by Tenant or any change in keying of existing locks will be installed or changed by Landlord following Tenant's written request to Landlord and will be at Tenant's expense. All new locks and re-keyed locks will remain operable by Landlord's pass (master) key. Landlord will have the right to collect a reasonable charge for additional keys and access cards, if any, requested by Tenant. Tenant, upon termination of its tenancy, will deliver to Landlord all keys and access cards, if any, for the Premises and Building which have been furnished to Tenant.

12. Landlord will have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects will, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary to properly distribute the weight. Landlord shall prescribe the weight, size and position of all safes used in the Building and all safes shall be installed in the manner designated by Landlord. Except as otherwise provided in this Lease, Landlord will not be responsible for loss of or damage to any property of Tenant from any cause, and all damage done to the Building by moving or maintaining such property will be repaired at the expense of Tenant. Landlord reserves the right to inspect all such property to be brought into the Building and to exclude from the Building all such property which violates any of these Rules and Regulations or the Lease. Supplies, goods, materials, packages, furniture and all other items of every kind delivered to or taken from the Premises will be delivered or removed through the entrance and route designated by Landlord, and Landlord will not be responsible for the loss or damage of any such property.

13. Tenant will not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible or explosive fluid or material or chemical substance other than limited quantities of such materials or substances reasonably necessary for the operation or maintenance of office equipment or limited quantities of cleaning fluids and solvents required in Tenant's normal operations in the Premises. Without Landlord's prior written approval, Tenant will not use any method of heating or air conditioning other than that supplied by Landlord. Tenant will not use or keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants or invitees of the Building by reason of noise, odors or vibrations, or interfere in any way with other occupants or invitees or those having business in the Building. Tenant will not be permitted to place or install any object (including, without limitation, radio and television antenna, loud speakers, sound amplifiers, microwave dishes, solar devices, or similar devices) on the exterior of the Building or on the roof of the Building.

14. Landlord will have the right, exercisable upon sixty (60) days prior notice and without liability to Tenant, to change the name and/or street address of the Building; provided in the event any such change shall be required by any governmental authority, Landlord shall only be required to give written notice of such change to Tenant promptly after Landlord learns of such requirement.

15. Landlord will have the right to prohibit any advertising by Tenant mentioning the Building which, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as a building for commercial office/retail uses, and upon written notice from Landlord, Tenant will refrain from or discontinue such advertising.

16. Tenant will not bring any animals or birds into the Building other than service animals and will not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in those areas, if any, designated from time to time by Landlord for such purposes.

17. All persons entering or leaving the Building between the hours of 6 p.m. and 7 a.m. Monday through Friday, and at all hours on Saturdays, Sundays and holidays will comply with such off-hour regulations as Landlord may establish and modify from time to time.

18. Tenant will store all its trash and garbage within its Premises. No material will be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal. All garbage

and refuse disposal will be made only through entryways and elevators provided for such purposes and at such times as Landlord designates. Removal of any furniture or furnishings, large equipment, packing crates, packing materials and boxes will be the responsibility of Tenant and such items may not be disposed of in the Building trash receptacles. No furniture, appliances, equipment or flammable products of any type may be disposed of in the Building trash receptacles.

19. Canvassing, peddling, soliciting, and distribution of handbills or any other written materials in the Building are prohibited, and Tenant will cooperate to prevent the same.

20. For multi-tenant buildings, a directory of the Building will be provided for the display of the name and location of occupants in the first floor lobby of the Building. All entries on the building directory display will conform to standards and style established by Landlord in its sole discretion.

21. Tenant will see that the doors of the Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the Premises, so as to prevent waste or damage, and for any default or carelessness in this regard Tenant will make good all injuries by Landlord sustained by other occupants of the Building.

22. Tenant will not conduct itself in any manner which is inconsistent with the character of the Building or which will impair the comfort and convenience of other occupants or other invitees in the Building.

23. The smoking or carrying of lit cigarettes, pipes, cigars or other smoking materials shall be prohibited within the Premises, the Building lobbies, corridors, elevators, foyers, stairways, restrooms, under building or below ground parking areas, mechanical rooms, janitors closets and all similar space within the Building, and except where Landlord has established smoking area(s) outside the Building, if any, on any sidewalks, walkways, entrances, exits, plazas, balconies or similar areas outside the Building. Landlord shall have the right to fine Tenant for each violation of this prohibition by employees of Tenant.

24. No act or thing done or omitted to be done by Landlord or Landlord's agent during the term of the Lease in connection with the enforcement of these Rules and Regulations will constitute an eviction by Landlord of Tenant nor will it be deemed an acceptance of surrender of the Premises by Tenant, and no agreement to accept such termination or surrender will be valid unless in a writing signed by Landlord. The delivery of keys to any employee or agent or Landlord will not operate as a termination of the Lease or a surrender of the Premises unless such delivery of keys is done in connection with a written instrument executed by Landlord approving the termination or surrender.

25. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, if applicable, nor prevent Landlord from enforcing any such Rules and Regulations against any or all of the tenants of the Building, if applicable, after such waiver. In these Rules or Regulations, Tenant includes the employees, agents, invitees and licensees of Tenant and others permitted by Tenant to use or occupy the Premises.

EXHIBIT "C"

Prohibited Uses

[Remainder of This Page Intentionally Left Blank.]

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
 Lincoln NE 68509-5046
 (402)471-4881
 brenda.hiland@nebraska.gov
 OTC Local Ref ID: 84082922
 6/28/2023 04:45 PM

Status: **APPROVED**
 Customer Name: Andrew Meyer
 Type: AmericanExpress
 Credit Card Number: **** * 1003

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	53286681	\$400.00
Applicant Name:: Lincoln's City Centre LLC			
Trade Name (DBA):: The City Pub			
Address:: 7861 Main Street, Suite L			
City:: LaVista			
State:: NE			
Zip Code:: 68128			
Phone Number:: 402-681-4030			
Email Address:: lkintner@city-ventures.com			
Total remitted to the Nebraska Liquor Control Commission			\$400.00
Total Amount Charged			\$409.96

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 1, 2023 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – LAPTOP COMPUTER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) Mobile Precision 7780 Laptop Computer from Dell Marketing LP, Round Rock, TX, in an amount not to exceed \$6,980.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

The proposed purchase of a laptop computer is essential to performing thorough forensic investigations of mobile devices and computers and meets the requirements to run the specialized programs needed to perform such investigations. This laptop will replace the current out-of-date laptop which no longer meets the hardware and/or software requirements to perform such demanding tasks efficiently.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) MOBILE PRECISION 7780 DELL LAPTOP COMPUTER FROM DELL MARKETING LP, ROUND ROCK, TX IN AN AMOUNT NOT TO EXCEED \$6,980.00.

WHEREAS, the City Council of the City of La Vista has determined the purchase of a forensic investigation laptop computer is necessary, and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase., and

WHEREAS, DELL Marketing LP is a sole source vendor and will extend that price to the City of La Vista, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) Mobile Precision 7780 Laptop Computer from DELL Marketing LP, Round Rock, TX, in an amount not to exceed \$6,980.00.

PASSED AND APPROVED THIS 1ST DAY OF AUGUST 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000157360976.1	Sales Rep	JACK FREEMAN
Total	\$6,980.00	Phone	(800) 456-3355, 18009993355
Customer #	6451225	Email	Jack_Freeman@Dell.com
Quoted On	Jul. 19, 2023	Billing To	RYAN SOUTH
Expires by	Aug. 18, 2023		CITY OF LA VISTA
Contract Name	Standard Governing Terms in Supplier's Quote		8116 PARK VIEW BLVD
Contract Code	C000000006563		LA VISTA, NE 68128-2198
Deal ID	23548051		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
JACK FREEMAN

Shipping Group

Shipping To	Shipping Method
RYAN SOUTH CITY OF LA VISTA 8116 PARK VIEW BLVD LA VISTA, NE 68128-2198 (402) 331-4343	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Mobile Precision 7780	\$6,980.00	1	\$6,980.00
Subtotal:			\$6,980.00
Shipping:			\$0.00
Non-Taxable Amount:			\$6,980.00
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$6,980.00

Shipping Group Details

Shipping To

RYAN SOUTH
CITY OF LA VISTA
8116 PARK VIEW BLVD
LA VISTA, NE 68128-2198
(402) 331-4343

Shipping Method

Standard Delivery Free Cost

	Quantity	Subtotal
Mobile Precision 7780	1	\$6,980.00

Estimated delivery if purchased today:
Aug. 01, 2023
Contract # C000000006563

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 7780 CTO	210-BGPB	-	1	-
Intel Core i9-13950HX vPro (36 MB cache, 24 cores, 32 threads, up to 5.5 GHz, 55 W)	379-BFCV	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License), English, Spanish, French, Brazilian Portuguese	619-ARRZ	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
Intel Core i9-13950HX, 36MB Cache, 32 Threads, 24 Cores (8P+16E) up to 5.5GHz, 55w, vPro	329-BJGB	-	1	-
NVIDIA RTX 5000 Ada 16GB GDDR6	490-BJFF	-	1	-
Intel vPro Enterprise Technology Enabled	631-BBCZ	-	1	-
17" UHD 3840x2160 WLED WVA, 120Hz, anti-glare, non-touch, 99% DCI-P3, 500 nits, IR Camera, with Mic	391-BHNZ	-	1	-
FHD/IR Camera, ExpressSign-In, Intelligent privacy, Camera Shutter, Mic	319-BBIX	-	1	-
128GB, 1x128GB 3600MT/s CAMM, non-ECC	370-BBFH	-	1	-
1TB M.2 PCIe NVMe Gen 4 2280 SSD	400-BPJD	-	1	-
Additional 1 TB M.2 PCIe NVMe Gen 4 2280 SSD	401-BBBT	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
No RAID	780-BBFE	-	1	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	1	-
Contacted Smartcard only, no NFC reader, no Fingerprint reader	346-BJSF	-	1	-
No SSD door, Smartcard slot only	354-BBGV	-	1	-
Intel AX211 Wi-Fi 6/6E (up to 6GHz where available) 2x2 with Bluetooth Wireless	555-BHLT	-	1	-
93 Wh, 6 Cell, Lithium Ion Polymer, Long Lifecycle, 3-year warranty	451-BDDX	-	1	-
240W Power Adapter	492-BDGP	-	1	-
Not ENERGY STAR Qualified	387-BBDO	-	1	-
Quick Setup Guide for Mobile Precision 7780	340-DJQJ	-	1	-
Custom Configuration	817-BBBB	-	1	-
E5 Power cord 1M US	450-ALLF	-	1	-
Intel Core i9 vPro Enterprise Label	389-EDDK	-	1	-
Intel Rapid Storage Technology Driver	409-BCXJ	-	1	-

Dell Additional Software	658-BFPP	-	1	-
Mix Model 240W CTO	340-DJRX	-	1	-
Intel AX211 WLAN driver	555-BJLC	-	1	-
Dell Limited Hardware Warranty Plus Service	823-3810	-	1	-
ProSupport Plus: Accidental Damage Service, 5 Years	823-3845	-	1	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	823-3853	-	1	-
ProSupport Plus: Next Business Day Onsite, 5 Years	823-3861	-	1	-
ProSupport Plus: 7x24 Technical Support, 5 Years	823-3871	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-

Subtotal:	\$6,980.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$6,980.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 1, 2023 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – WIRELESS ACCESS POINTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

SYNOPSIS

A resolution has been prepared to authorize the purchase of wireless access points from MNJ Technologies Direct, Inc., Buffalo Grove, IL in an amount not to exceed \$8,130.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

We have several wireless access points throughout our facilities that are nearing end of life and require replacement. These access points provide wireless access to our internal network and the Internet. Without them, staff would not be able to connect wireless devices, such as laptops and tablets, to these sources. The replacement of this equipment is essential to ensure the daily operations of the City continue without interruption.

As such, we are requesting authorization to purchase 10 wireless access points and a 5-year license/warranty for each device.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF WIRELESS ACCESS POINTS FROM MNJ TECHNOLOGIES DIRECT, INC., BUFFALO GROVE, IL IN AN AMOUNT NOT TO EXCEED \$8,130.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a wireless access points 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 authorize the purchase of wireless access points from MNJ Technologies Direct, IN., Buffalo Grove, IL in an amount not to exceed \$8,130.00.

PASSED AND APPROVED THIS 1ST DAY OF AUGUST 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



MNJ
TECHNOLOGIES

MNJ Technologies Direct, Inc.
1025 Busch Parkway
Buffalo Grove, IL 60089
(800) 870-4340
www.mnjtech.com

QUOTE

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
07/19/2023	S001519765		Ryan South	7/19/23 9:59 AM	8,130.00

BILL TO (5008361):

CITY OF LA VISTA
8116 PARK VIEW BLVD

Ryan South
La Vista, NE 68128
USA

CONFIRM TO: Jimmy Lochner

ACCOUNT MANAGER:
EMAIL:
PHONE:

SHIP TO (000015769):

SARPY COUNTY
1210 GOLDEN GATE DR, SUITE 1130
Papillion, NE 68046
USA

Jimmy Lochner
jlochner@mnjtech.com
47 8768841

ATTN TO:

NAME: Ryan South
PHONE: 4023314343
EMAIL: rsouth@cityoflavista.org

Comment:

LINE	PRODUCT	DESCRIPTION	QUANTITY	PRICE(\$)	AMOUNT(\$)
1	MNJ14540964	Meraki MR36 802.11ax 1.70 Gbit/s Wireless Access Point MFG PART NO: MR36-HW	10	454.00	4,540.00
2	MNJ10843621	Meraki MR Enterprise Cloud Controller License, 5 Years MFG PART NO: LIC-ENT-5YR	10	359.00	3,590.00

SHIP VIA: FedEx-Ground

TERMS: Net 30

PLEASE REMIT TO:

MNJ Technologies Direct, Inc.
PO Box: 771861
Chicago, IL 60637-1861

AMOUNT: 8,130.00

SALES TAX:

SHIPPING CHARGES:

TOTAL: 8,130.00

ORDER TOTAL: 8,130.00

Thank you for the opportunity. We appreciate your business.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 1, 2023 AGENDA**

Subject:	Type:	Submitted By:
APPROVAL – SATELLITE KENO LOCATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A resolution has been prepared to authorize a satellite keno location under new ownership for La Vista, Keno, Inc. at Island Bar & Grill, 7826 S 123rd Plaza, La Vista NE effective upon receipt of the keno license from the State.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Island Bar & Grill has been a satellite keno location since October 2008. Recently the business was sold, which requires approval by the City Council of the same satellite location under new ownership. The City Council approved the liquor license for IslandBnG Group LLC dba Island Bar & Grill on February 21, 2023.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A SATELLITE KENO LOCATION FOR THE CITY'S KENO LOTTERY GAME ISLANDBNG GROUP LLC DBA ISLAND BAR & GRILL, 7826 S 123RD PLAZA LA VISTA NEBRASKA EFFECTIVE UPON RECEIPT OF THE KENO LICENSE FROM THE STATE.

WHEREAS, the current Keno Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc., dated August 8, 2008, and assigned and assumed to and by LVK Holdings LLC on April 5 2016 requires LVK Holdings LLC to obtain prior written consent of the City to establish a satellite location; and further that the satellite location shall comply with such qualification standards as adopted by the City pursuant to Nebraska Statutes, Section 9-642.01, governing lottery sales outlet locations, and such other terms and conditions determined necessary or advisable; and

WHEREAS, the City of La Vista, by Ordinance No. 1073, set forth qualification standards for Keno Lottery Sales Outlet Locations, which includes satellite locations ("Ordinance"); and

WHEREAS, LVK Holdings LLC has proposed a satellite location for the City's keno lottery game continue under new ownership IslandBnG Group LLC dba Island Bar & Grill, 7826 S 123rd Plaza, La Vista, Nebraska pursuant to a Satellite Agreement between said parties dated July 17, 2023, a copy of which has been presented at this meeting ("Satellite Agreement"); and

WHEREAS, the requirements of the Lottery Operator Agreement and other Keno Requirements as defined in the Ordinance are incorporated into the Satellite Agreement pursuant to said Ordinance; and

WHEREAS, the City Clerk has determined that the standards for the Keno Lottery Sales Outlet Location at IslandBnG Group LLC dba Island Bar & Grill, 7826 S 123rd Plaza, La Vista NE, have been met.

NOW, THEREFORE, BE IT RESOLVED: that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize and approve a satellite keno location under new ownership for the City's keno lottery game at IslandBnG Group LLC dba Island Bar & Grill, 7826 S 123rd Plaza, La Vista NE, and further approve the owner and operator thereof, IslandBnG Group LLC, effective upon receipt of the keno license from that State and subject to the following:

- a. Submittal of all Exhibits to the Satellite Agreement in form and content satisfactory to the City;
- b. Any change of ownership or control of the satellite, JJC Inc. or any stock of JJC Inc., shall require prior written approval of the City of La Vista;
- c. The satellite, IslandBnG Group LLCL. and stockholders of IslandBnG Group LLC. shall be bound by the Lottery Operator Agreement between the City of La Vista and LVK Holdings LLC and owe to LVK Holdings LLC all responsibilities and obligations which LVK Holdings LLC and its owner by said Lottery Operator Agreement, as secured, owe to the City of La Vista. The City of La Vista shall be

a beneficiary entitled to enforce such responsibilities and obligations of the satellite, IslandBnG Group LLC and its stockholders;

- d. City of La Vista shall have access at any time to the satellite location and keno-related funds, documents and records in the possession or control of the satellite owner or operator;
- e. City of La Vista shall be named as an additional named insured on any insurance required of the satellite owner or operator by the Satellite Agreement;
- f. City of La Vista, as owner of the La Vista keno game, retains authority over use of the term "La Vista keno"; and all uses of said term shall be subject to review and approval of the City and cease upon termination of the Satellite Agreement;
- g. Funds of the La Vista keno game handled by the satellite shall be the sole and exclusive property and held in trust for the benefit of the City of La Vista until properly paid in accordance with the Lottery Operator Agreement or Satellite Agreement; and
- h. Ongoing satisfaction by the satellite owner and operator of the Satellite Agreement and this Resolution, as well as the Lottery Operator Agreement, Ordinance, and other Keno Requirements, as defined in said Ordinance.

BE IT FURTHER RESOLVED that, in addition to devices for satellite keno, the following gambling devices are hereby authorized at the satellite premises pursuant to Section 2(H) of the Ordinance: pickle card device.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign such documents, including, but not limited to, Nebraska Department of Revenue Form(s) 50G, and take such further actions as necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 1ST DAY OF AUGUST 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



July 18, 2023

Pamela Buethe, City Clerk
City of La Vista
8116 Park View Blvd
La Vista, NE 68128-2198

RE: La Vista Keno Satellite Location
Island Bar & Grill

Dear Ms. Buethe,

The following satellite location is changing ownership as follows:

<u>New Ownership:</u>	<u>Owner:</u>	<u>Percentage:</u>
Islandng Group LLC	David Forney	50%
DBA: Island Bar & Grill	Dawn Forney	50%
7826 S 123 rd Plaza		
La Vista, NE 68128		
402-933-7330		

Enclosed:

- A copy of the Satellite Lease & Operating Agreement
- Original 50G Schedule II

Once the location has been approved by the La Vista City Council, please send the Schedule II 50G back to me with a copy of the city's approval and I will send it to the State Charitable Gaming Division and request the Keno license.

Please place the Keno sales outlet location application on the Council's agenda for approval at your earliest convenience. Once you have a City Council time and date, please let me know and we will attend the meeting. If you have any questions, please feel free to contact me at 402-677-3443.

Thank you for your assistance. I look forward to working with you on this application.

Thank you,

A handwritten signature in blue ink that reads "Melodi Szymczak". The signature is written in a cursive, flowing style.

Melodi Szymczak
Director of Sales and Marketing

LA VISTA KENO**SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between LVK Holdings LLC dba La Vista Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to LVK Holdings LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of La Vista and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.
2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.
3. **Rent.** We will pay you rent equal to 4% of Handle. We will pay rent at least twice each month on settlement dates we choose. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.
4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed are not permitted to have any duties with respect to the Game.
5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and communications services designated by us; (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable public liability insurance naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.
6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.
7. **Equipment.** All Equipment remains our property, is not considered fixtures and must be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.
8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "La Vista Keno", and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.
9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you should require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You should redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you should not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.
10. **Game Funds.** You will require all wagers on the Game to be paid in valid U.S. currency (or by any means allowed under law) at the time they are made. All Game Funds are our sole and exclusive property. If you cash checks for customers, you will do so separately and at your own risk and will not accept checks in our name. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds while in your possession; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, will be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we may transfer the balance of that account to our account as often as daily and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest will accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.
11. **Term.** This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

SUBJECT TO TERMS ON REVERSE

12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms.

13. Indemnity. You will indemnify, defend and hold us, the Community, and our and their respective employees, agents, and affiliates, harmless from and against any and all losses, costs, claims, expenses (including reasonable attorneys' fees) and damages arising out of or related to in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customer's; or (c) any actual or alleged conduct of your business or the condition of the Premises or any adjoining areas (including parking areas).

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire.

15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

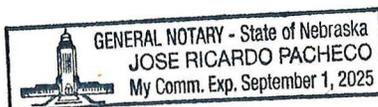
16. Our Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire).

17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

Satellite Name: <u>Island King Group dba</u> <u>Island Bar Grill</u> Premises Address: <u>7826 S 123rd Plz</u> <u>La Vista NE 68136</u> <small>(Premises legal description will be attached as Attachment A)</small>	I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>[Signature]</u> Print Name: <u>David Forney</u> Title: <u>Owner</u>
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State of Nebraska, Co. of <u>Scout</u> ss: This instrument was acknowledged before me on <u>7/1</u> by <u>David Forney</u> the <u>owner</u> of <u>Island King Group dba Island Bar Grill</u> a <u>Nebraska LLC</u> on behalf of the <u>LLC</u> <u>[Signature]</u> Notary	Accepted: LVK Holdings LLC By: <u>[Signature]</u> Officer of LVK Holdings LLC Print Name: <u>Todd Ryan</u> Dated: <u>7-17-23</u>
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SUBJECT TO TERMS ON REVERSE





Nebraska Schedule II – County/City Lottery Sales Outlet Location Application

Form 50G
Schedule II

- No license fee required.
- Incomplete schedules will be returned.

1 Nebraska ID Number of County, City, or Village

Please Do Not Write In This Space

2 County, City, or Village Name on Form 50G

Sarpy / La Vista

Sales Outlet Location Information (Attach additional sheet if necessary)

3 Nebraska ID Number

1513 1254

4 Federal ID or Social Security Number

92-1492255

5 Type of Application:

- New Renewal Report Changes Cancel

Business Name and Location Address

Business Name and Mailing Address

Name

Islandbing Group LLC

Business Name

Trade Name of Business (If Different Than Above)

Island Bar Grill

Street or Other Mailing Address

Street Address

7826 S 125th Plz

City

State

Zip Code

City

La Vista NE

Zip Code

County

Nebraska Liquor License Number

6 Type of Ownership

- Sole Proprietorship Domestic Corporation Limited Liability Company Nonprofit Corporation or Organization
 Partnership Foreign Corporation Domesticated Corporation Other

7 Location Type

- Keno Satellite
 Keno Independent Game

Your Social Security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.

- If a sole proprietorship, list the individual owner.
 - If a partnership, list each partner and spouse.
 - If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.
 - If a limited liability company, list each member and spouse.
 - If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.
- (Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
387-76-402	Down Farney 9801 S 173rd Ave Omaha NE 68126	1-11-66	50%
507-96-5003	David Farney 9801 S 173rd Ave Omaha NE 68126	6-15-67	50%

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)

- Yes No

If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.

- Yes No If Yes, see instructions.

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?

- Yes No If Yes, see instructions.

11 Has each of the individuals listed in line 8 above complied with the Instructions for Completing Fingerprint Application, or when applicable, filed a signed Affidavit by Spouse for Waiver form?

- Yes No (See What Must Be Filed instructions)

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act?

- Yes No If Yes, attach a detailed explanation of such interests.

13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?

- Yes No If Yes, attach a detailed explanation of such interests.

14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act?

- Yes No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign here

Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney

Title

Owner

Date

7/12/23

Daytime Phone Number

402-630-8280

Name of Person to Contact Regarding This Application:

Name

David Farney

Title

Owner

Daytime Phone Number

402-630-8280

Authorization - Signature of Governing Official
Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign here

Authorized Signature

Title

Date

Daytime Phone Number

Retain a copy for your records.

**CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT
AUGUST 1, 2023 AGENDA**

Subject:	Type:	Submitted By:
84 TH STREET REDEVELOPMENT AREA PHASE I TAX INCREMENT FINANCING RESOLUTION AMENDMENTS	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

Resolutions have been prepared to amend Resolution No. 17-073 and Resolution No. 17-074, which authorized TIF Notes IA and IB, to allow the current holder of the TIF notes to split them and transfer to more than one transferee. The amendments will allow the existing notes to be split and transferred to more than one transferee, by permitting multiple instruments payable under each of the resolutions. The amendments and proposed transfers will not affect the total principal amount of or accrued interest on the outstanding TIF notes, the interest rates, or the duration of the existing 15-year division of property taxes dedicated to payment of the TIF notes.

FISCAL IMPACT

The incremental increase in ad valorem taxes on the redeveloped lots has been and will continue to be the only source of funds used to repay the TIF notes. There is no impact to the city.

RECOMMENDATION

Approve.

BACKGROUND

The tax increment financing for the first phase of the mixed use redevelopment project in the 84th Street Redevelopment Area was approved pursuant to two resolutions: Resolution No. 17-073 (“Note IA Resolution”), which authorized issuance of the Agency’s \$5,312,561 Tax Increment Revenue Note (La Vista City Centre Phase IA Project), Series 2017, dated and issued on September 26, 2017, (“Note IA”), and Resolution No. 17-074 (“Note IB Resolution”; and together with Note IA Resolution, the “Resolutions”), which authorized issuance of the Agency’s \$8,222,287 Tax Increment Revenue Note (La Vista City Centre Phase IB Project), Series 2017, dated and issued on September 26, 2017, (“Note IB”; and together with Note IA, the “Notes”).

The Outstanding Notes were issued to and are currently registered in the name of City Centre I, LLC, which is an affiliate of La Vista City Centre, LLC, the redeveloper for the project (the “Redeveloper”). Redeveloper has requested the Resolutions be amended to permit each Note to be split and transferred to separate registered owners. Permitting multiple instruments payable from a single source of revenue under a financing ordinance or resolution is common in municipal finance and standard for the City’s own financings. Multiple notes will be permitted under the amended Resolutions, payable ratably from the sources currently dedicated to payment of each Note under the Resolutions. The amendments to the Resolutions and proposed transfers of the Notes will not affect the total principal amount of or accrued interest on the Notes, the interest rates, or the duration of the existing 15-year division of property taxes dedicated to payment of the Notes.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 17-073 RELATING TO TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE PHASE IA PROJECT), SERIES 2017, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, TO ALLOW THE NOTE ISSUED THEREUNDER TO BE TRANSFERRED TO ONE OR MORE AFFILIATES OF THE OWNER THEREOF AND SECURED EQUALLY UNDER THE RESOLUTION; AND PRESCRIBING OTHER MATTERS RELATING THERETO

WHEREAS, the City of La Vista (the “**City**”) has established a community development agency (the “**Agency**”) under Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the “**Act**”);

WHEREAS, the Agency adopted Resolution No. 17-073, on July 5, 2017, (the “**Original Resolution**”) which authorized issuance of the Agency’s \$5,312,561 Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IA Project), Series 2017, dated September 26, 2017 (the “**Phase IA Note**”), and which Original Resolution governs the repayment of the Phase IA Note from the sources provided and described in the Original Resolution;

WHEREAS, the Phase IA Note was issued to and is currently registered in the name of City Centre I, LLC, (the “**Current Owner**”) which is an affiliate of the Redeveloper (as defined in the Original Resolution) pursuant to the terms of the Original Resolution, and the Current Owner has requested that the City permit the Phase IA Note to be transferred to one or more affiliates of the Current Owner, and that the Original Resolution be amended to allow such transfer or transfers; and

WHEREAS, it is necessary, desirable, advisable, and in the best interest of the Agency to amend the Original Resolution for such purposes and in the manner as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. Definitions of Words and Terms. Unless otherwise provided herein, and in addition to words and terms defined elsewhere in this amending resolution (the “**Resolution**”), the capitalized words and terms used herein shall have the meanings provided in the Original Resolution.

Section 2. Authorization of Multiple Notes and Transfer. The Note may be issued as a single note or as multiple notes. If more than one Note is issued, all shall be issued with the same interest rate and maturity date and shall be payable equally and ratably from the sources provided in the Original Resolution. The Note may be transferred pursuant to its provisions at the office of the Agency by surrender of such note for cancellation by the Registered Owner, accompanied by a written instrument of transfer, in form satisfactory to the Agency, duly executed by the Registered Owner in person or by such owner's duly authorized agent, and thereupon the Agency will deliver at its office (or send to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Note or Notes of the same interest rate, aggregate principal amount and maturity. One such note may be transferred for several such notes of the same interest rate and maturity, and for a like aggregate principal amount, and several such notes may be transferred for one or several such notes, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a note, the surrendered note shall be canceled and destroyed. All notes issued upon transfer of the notes so surrendered shall be valid obligations of the Agency evidencing the same obligation as the note or notes surrendered, including the principal and accrued interest thereon, and shall be entitled to all the benefits and protection of the Original Resolution as amended by this Resolution to the same extent as the note or notes upon transfer of which they were delivered.

Section 3. Further Authority. The officers of the Agency, including the Chair and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Agency's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 4. Effect of Amendment. Except as amended by this Resolution, the Original Resolution is hereby ratified and confirmed in all respects. All resolutions or orders, or parts thereof in conflict with the provisions of this Resolution are to be extent of such conflict hereby repealed.

Section 5. Severability. If any section or other part of this Resolution is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 6. Governing Law. This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 7. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

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PASSED AND APPROVED THIS FIRST DAY OF AUGUST 2023, BY THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY

(Seal)

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buehe, MMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 17-074 RELATING TO TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE PHASE IB PROJECT), SERIES 2017, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, TO ALLOW THE NOTE ISSUED THEREUNDER TO BE TRANSFERRED TO ONE OR MORE AFFILIATES OF THE OWNER THEREOF AND SECURED EQUALLY UNDER THE RESOLUTION; AND PRESCRIBING OTHER MATTERS RELATING THERETO

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(Seal)

ATTEST:

Douglas Kindig, Mayor

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City Clerk