

MINUTE RECORD

A.2

No. 729 — REEDIE & COMPANY, INC. OMAHA E1107768LD

LA VISTA CITY COUNCIL MEETING July 1, 2014

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on July 1, 2014. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Human Resources Manager Garrod, Police Chief Lausten, Director of Administrative Services Pokorny, Community Development Director Birch, Recreation Director Stopak, Library Director Barcal, and Assistant Director of Public Works/City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on June 18, 2014. 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 and led the audience in the pledge of allegiance.

Mayor Kindig announced that a copy of the Open Meetings Act was posted on the west wall of the Council Chambers and copies were also available in the lobby of City Hall.

Mayor Kindig made an announcement regarding the agenda policy statement providing for an expanded opportunity for public comment on the agenda items.

APPOINTMENT – GREG JOHNSON – PARK & RECREATION BOARD – FILL VACANCY; HAROLD SARGUS – PLANNING COMMISSION – FILL VACANCY

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Greg Johnson to the Park & Recreation Board to fill a vacancy. Councilmember Thomas motioned the approval, seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Harold Sargus to the Planning Commission to fill a vacancy. Councilmember Sheehan motioned the approval, seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

HEARTLAND 2050 PROJECT UPDATE

Lynn Dittmar with MAPA was in attendance to give an update of the Heartland 2050 Project.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JUNE 17, 2014 CITY COUNCIL MEETING
3. PAY REQUEST FROM FELSBURG HOLT & ULLEVIG – PROFESSIONAL SERVICES – LA VISTA QUIET ZONE FINAL DESIGN - \$302.94
4. PAY REQUEST FROM UNIVERSITY OF NEBRASKA – OMAHA – PROFESSIONAL SERVICES – THOMPSON CREEK RESTORATION PROJECT - \$5,986.45
5. PAY REQUEST FROM FELSBURG HOLT & ULLEVIG – PROFESSIONAL SERVICES – HELL CREEK CHANNEL IMPROVEMENTS PHASE II - \$2,344.49
6. RESOLUTION 14-071 – APPROVE APPLICATION FOR SPECIAL DESIGNATED LICENSE – LUCKY BUCKET BREWING COMPANY – BEER GARDEN – AUGUST 15, 2014

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A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND DISTILLED SPIRITS AT LUCKY BUCKET BREWING COMPANY, 11941 CENTENNIAL ROAD ON AUGUST 15, 2014 IN CONJUNCTION WITH A BEER GARDEN.

WHEREAS, Lucky Bucket Brewing Company, 11941 Centennial Road is located within the City of La Vista; and

WHEREAS, Lucky Bucket Brewing Company has requested approval of a Special Designated Permit to sell and serve beer and distilled spirits at 11941 Centennial Road on August 15, 2014, in conjunction with a beer garden.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Lucky Bucket Brewing Company to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell and serve beer and distilled spirits at Lucky Bucket Brewing Company, 11941 Centennial Road on August 15, 2014, in conjunction with a beer garden.

7. RESOLUTION 14-072 – APPROVE APPLICATION FOR SPECIAL DESIGNATED LICENSE – PATRIARCH DISTILLERS LLC – REUNION EVENT – AUGUST 15, 2014

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND DISTILLED SPIRITS AT PATRIARCH DISTILLERS, LLC 12251 CARY CIRCLE, SUITE 100 ON AUGUST 15, 2014 IN CONJUNCTION WITH A REUNION EVENT.

WHEREAS, Patriarch Distillers, LLC, 12251 Cary Circle, Suite 100 is located within the City of La Vista; and

WHEREAS, Patriarch Distillers, LLC has requested approval of a Special Designated Permit to sell and serve beer and distilled spirits at 12251 Cary Circle, Suite 100 on August 15, 2014, in conjunction with a reunion event.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Patriarch Distillers LLC to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell and serve beer and distilled spirits at Patriarch Distillers LLC, 12251 Cary Circle, Suite 100 on August 15, 2014, in conjunction with a reunion event.

8. RESOLUTION 14-073 – APPROVE AMENDMENT NO. 2 – THOMPSON CREEK WATERSHED RESTORATION – BIOBLITZ EVENT MANAGEMENT AGREEMENT WITH UNIVERSITY OF NEBRASKA – OMAHA

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AGREEMENT NUMBER 2014-149 WITH THE UNIVERSITY OF NEBRASKA AT OMAHA FOR THE THOMPSON CREEK BIOBLITZ EVENT MANAGEMENT SERVICES.

WHEREAS, the City Council of the City of La Vista has determined that said Services are necessary; and

WHEREAS, the funding for these services will come from the NDEQ EPA Section 319 Non-Point Source Grant and/or the Nebraska Environmental Trust Grant; and

WHEREAS, the amendment has an estimated cost of \$3,200. Which will increase the total agreement cost to \$23,989,

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of an Amendment to Agreement Number 2014-149 with the University of Nebraska at Omaha for the Thompson Creek BioBlitz Event Management Services.

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9. APPROVAL OF CLAIMS.

3CMA MEMBERSHIP, dues	575.00
ACCO UNLIMITED CORP, maint.	607.00
ACCURATE TESTING INC, services	374.15
ACTION BATTERIES, supplies	56.85
ACTION SIGNS, services	2,775.00
AFL, LLC, police vehicle	27,346.00
ALADDIN SCREEN PRINTING, services	48.00
ALAMAR UNIFORMS, apparel	2,528.95
ANN TROE, services	640.00
ARAMARK, apparel	68.04
ASPHALT & CONCRETE MATERIALS, supplies	444.03
ATLAS AWNING, supplies	1,780.00
BCDM- services	414.74
BEACON BUILDING, services	5,812.00
BLACK HILLS ENERGY, utilities	1,358.11
BMI, services	330.00
BUETHE, P., travel	131.04
CARRICO, G., travel	186.75
CENTER POINT PUBLISHING, books	297.78
CENTURY LINK BUSN, utilities	1.02
CENTURY LINK, utilities	947.70
CITY OF COUNCIL BLUFFS, services	240.00
CITY OF OMAHA, maint.	129,606.04
CNA SURETY, ins.	1,855.00
COCA-COLA BOTTLING, supplies	554.09
COMP CHOICE, services	375.00
COVENTRY HEALTHCARE NE, refund	318.91
COX COMMUNICATIONS, it	160.01
CRANE, R., training	688.00
D & D COMM., radios	393.00
D & K PRODUCTS, supplies	148.42
DEARBORN NATIONAL LIFE INS	1,054.00
DEBRA L HALE, refund	42.79
DELL MARKETING L.P., it	11,161.61
DOUGLAS COUNTY SHERIFF, services	600.00
EDGEWEAR SCREEN PRINTING, apparel	234.00
FELSBURG HOLT & ULLEVIG, services	1,257.51
FILTER CARE, maint.	90.90
FITZGERALD SCHORR, services	27,221.17
G I CLEANER & TAILORS, services	522.95
GALE, books	122.20
GENERAL FIRE & SAFETY EQUIP., services	111.85
GREAT PLAINS UNIFORMS, apparel	44.50
HARTS AUTO SUPPLY, maint.	114.00
HOBBY LOBBY, supplies	354.91
INDUSTRIAL SALES, bld&grnds	306.24
J & J SMALL ENGINE SERVICE, equip.	26.98
J Q OFFICE, services	65.73
JOURNAL BROADCAST GROUP, ads	500.00
KLINKER, M., services	200.00
LA VISTA COMMUNITY FOUNDATION	610.50
LANDPORT SYSTEMS, services	125.00
LARRY'S BOILER SERVICE, bld&grnds	210.90
LAUGHLIN, KATHLEEN A, TRUSTEE	437.00
LEAGUE ASSN OF RISK MGMT, ins.	23.64
LEXIS NEXIS MATTHEW BENDER, books	46.44
LIBRARY IDEAS, media	17.50
LIFEGUARD STORE, equip.	211.60
LINCOLN NATIONAL LIFE INS CO	10,046.07

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LINCOLN POLICE DEPARTMENT, training	58.44
LOVELAND GRASS PAD, supplies	3.49
LUEDERS LOCK & KEY INC, bld&grnds	698.00
MCC, utilities	14,764.44
METRO AREA TRANSIT, services	864.00
METRO LANDSCAPE, services	600.00
MID AMERICA, phones	66.13
MID CON SYSTEMS, bld&grnds	162.30
MIDWEST TAPE, media	26.24
MLB LOGISTICS, supplies	236.26
MUD, utilities	1,836.73
NEBRASKA AIR FILTER, bld&grnds	136.60
NEBRASKA LAW ENFORCEMENT, training	440.00
NMC EXCHANGE, bld&grnds	515.62
NUTS AND BOLTS INC., maint.	11.62
OCLC, books	182.13
OFFICE DEPOT, supplies	558.60
OMAHA COMPOUND, supplies	169.17
OMAHA WORLD HERALD COMPANY, ads	8,770.03
ONE CALL CONCEPTS, services	471.05
PAPER ROLL PRODUCTS, supplies	143.98
PAPILLION SANITATION, services	194.43
PARAMOUNT LINEN & UNIFORM, apparel	455.24
PAYFLEX SYSTEMS USA INC	250.00
PEPSI COLA COMPANY, concessions	461.33
PERFORMANCE CHRYSLER JEEP, maint.	666.94
PETTY CASH	131.00
PITNEY BOWES, supplies	204.00
PLAINS EQUIPMENT GROUP, maint.	998.94
PREMIER-MIDWEST BEVERAGE, supplies	497.70
PUNCHING PUPPETS, concert	800.00
PURITAN MANUFACTURING, bld&grnds	42.00
QUALITY AUTO REPAIR & TOWING, services	50.00
QUALITY BRANDS OF OMAHA, supplies	627.60
RAINBOW GLASS & SUPPLY, maint.	159.00
RALSTON ADVERTISING, equip.	299.00
REPCO MARKETING, supplies	40.25
REPUBLIC NATIONAL, conc.	38.10
RETRIEVEX, services	144.45
RON TURLEY, services	1,100.00
SARPY COUNTY COURTHOUSE, services	3,960.21
SHEPPARD'S BUSINESS INTERIORS, supplies	1,968.00
SPRINT, services	119.97
STANDARD HEATING & AIR COND, services	6,805.45
STEPH CANNIA, refund	57.55
STOLTENBERG NURSERIES, supplies	124.00
SUN COUNTRY, maint.	212.87
SUPERIOR SPA & POOL, maint.	352.66
SUPERIOR VISION SVCS INC	553.96
SUTPHEN CORP., maint.	1,143.83
SWANK MOTION PICTURES, rental	521.98
TED'S MOWER SALES & SERVICE, equip.	284.57
THOMPSON DREESSEN & DORNER, services	9,280.04
TIELKE'S SANDWICHES, conc.	128.01
TODCO BARRICADE, rentals	345.00
TRANS UNION, services	10.00
UNITE PRIVATE NETWORKS, IT	3,850.00
UNIVERSITY OF NEB-LINCOLN, services	724.22
USI EDUCATION/GOVT SALES, supplies	33.00
VAN RU CREDIT CORPORATION	45.43
VERIZON WIRELESS, phone	83.00
VERIZON WIRELESS, phone	174.18

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VERIZON WIRELESS, phone	540.09
WAL-MART, supplies	1,094.33
WICK'S STERLING TRUCKS, maint.	103.10

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Buethe reminded the City Council that the August 5 meeting will begin at 5:30 p.m.

Finance Director Lindberg reminded the City Council that the budget workshops will be held July 21st and 22nd beginning at 6:00 p.m.

Police Chief Lausten informed the City Council that the County is almost ready to announce their new 911 Director.

Assistant Director of Public Works/City Engineer Kottmann stated that the 120th and Giles Traffic Signal Project will begin July 14th. Kottmann also stated that a developer project at 101st and Portal Road will be going on and there will be flaggers there. He also informed the City Council that Leaf collection day is November 8.

Community Development Director Birch gave an update on the Comprehensive Plan process. Birch stated that six proposals were received.

B. ORDINANCE – AMEND MASTER FEE ORDINANCE

City Clerk Buethe read Ordinance No. 1218 entitled; AN ORDINANCE TO AMEND ORDINANCE NO.1210, 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 Sell moved to approve the second reading of the ordinance and move it on to final reading. Councilmember Quick seconded the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

C. DISCUSSION – AMEND MUNICIPAL CODE – CHAPTER 95 - ANIMALS

Kristie Biodrowski representing the Nebraska Humane Society provided information regarding questions asked during discussion at the June 17 meeting.

Anita Friehe, Elaine Bankey and Lawrence Shackman spoke in favor of feral cat colonies.

Council directed staff to bring back a draft ordinance regarding feral cat colonies. Councilmember Sheehan asked that copies of the ordinances from surrounding cities be included for reference.

D. RESOLUTION – APPROVE PURCHASE OF POLICE VEHICLE

Councilmember Sell introduced and moved for the adoption of Resolution No. 14-074: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO ANDERSON FORD, LINCOLN, NEBRASKA FOR THE PURCHASE OF ONE (1) 2014 FORD POLICE INTECEPTOR

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UTILITY VEHICLE ALONG WITH UP-FITTING FROM 911 CUSTOM, OVERLAND PARK, KANSAS, IN AN AMOUNT NOT TO EXCEED \$39,500.

- WHEREAS, the City Council of the City of La Vista has determined that the purchase of a new marked police vehicle is necessary, and
- WHEREAS, the FY 2014 General Fund budget does include funds for the purchase of said vehicle, and
- WHEREAS, the State of Nebraska did receive bids for 2014 police vehicles, and
- WHEREAS, Anderson Ford, Lincoln, Nebraska, was awarded the state bid for Nebraska for the 2014 Ford Police Interceptor Utility Vehicle and will extend that price to the City of La Vista, and
- WHEREAS, 911 Customs is a highly qualified and specialty emergency vehicle up-fitter, and
- WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby accept the Nebraska state bid of Anderson Ford, Lincoln, Nebraska and authorize the purchase of one (1) 2014 Ford Police Interceptor Utility Police vehicle and up-fitting from 911 Customs, Overland Park, Kansas, in an amount not to exceed \$39,500.

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

E. RESOLUTION – APPROVE REPLACEMENT OF POLICE DEPARTMENT INTERVIEW ROOM CAMERAS

Councilmember Crawford introduced and moved for the adoption of Resolution No. 14-075: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE REPLACEMENT OF AN INTERVIEW ROOM AUDIO AND VIDEO SYSTEM BY CONTROL MASTERS, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$9,924.00.

- WHEREAS, the City Council of the City of La Vista has determined that the replacement of interview room audio/visual at the police station is necessary, and
- WHEREAS, The FY 14 budget provides funding for the proposed project, and
- WHEREAS, the police department has secured a bid from Control Masters, Omaha, Nebraska, for the equipment, and
- WHEREAS, Paragraph 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 replacement of an interview room audio and video system for the police department from Control Masters, Omaha, Nebraska, in an amount not to exceed \$9,924.00.

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

F. RESOLUTION – APPROVE CHANGE ORDER – THOMPSON CREEK DEMONSTRATION PROJECT – STREET PLANTER 2014 – CHANGE ORDER 1

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No. 72B — REEDIE & COMPANY, INC. OMAHA E1107788LD

Councilmember Quick introduced and moved for the adoption of Resolution No. 14-076: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH DOSTALS CONSTRUCTON COMPANY, INC., GRETNNA, NEBRASKA, TO REDUCE THE AMOUNT BY \$1,860.00 FOR A REVISED CONTRACT AMOUNT NOT TO EXCEED \$31,900.00

WHEREAS, the City has determined it is necessary to decrease the size of the inlet filter to avoid a conflict with the gas main and relocation costs; and

WHEREAS, this change order decreases the project costs and still remains within the FY 14 funding available for this project; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order with Dostals Construction Company, Inc., Gretna, Nebraska, to reduce the amount by \$1,860.00 for a revised contract amount not to exceed \$31,900.00.

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

G. APPROVAL OF A CLASS D LIQUOR LICENSE – GIRI LLC DBA LA VISTA MART

1. PUBLIC HEARING

At 7:50 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the approval of a Class D Liquor License for GIRI LLC dba La Vista Mart.

At 7:51 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 14-077: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS D LIQUOR LICENSE APPLICATION FOR GIRI LLC DBA LA VISTA MART IN LA VISTA, NEBRASKA.

WHEREAS, Giri LLC dba La Vista Mart, 9849 Giles Road, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class D Liquor License application submitted by Giri LLC dba La Vista Mart, 9849 Giles Road, La Vista, Sarpy County, Nebraska.

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

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H. STRATEGIC PLAN UPDATE

City Administrator Gunn gave an overview of the strategic plan update.

Councilmember Crawford made a motion to move Comments from the Floor up on the agenda ahead of Item I Executive Session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

I. EXECUTIVE SESSION – PERSONNEL; CONTRACT NEBOTIATIONS

At 7:59 p.m. Councilmember Crawford made a motion to go into executive session for the protection of an individual to discuss personnel matters and for protection of the public interest for contract negotiations. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. 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 8:56 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sell asked if the fact that highway funding is becoming less available affect us. Director of Public Works Soucie and Assistant Director of Public Works/City Engineer Kottmann will report on this at a future meeting.

At 8:57 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 15TH DAY OF JULY, 2014

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



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

A.3

DRAFT

PLANNING COMMISSION MINUTES
JUNE 19, 2014

The City of La Vista Planning Commission held a meeting on Thursday, June 19, 2014, in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman John Gahan called the meeting to order at 7:00 p.m. with the following members present: Tom Miller, Kevin Wetuski, Mike Kryzwicki, Gayle Malmquist, John Gahan, Jody Andsager and Kathleen Alexander. Members absent were: Mike Circo and Lowell Miller. Also in attendance were Christopher Solberg, City Planner, Ann Birch, Community Development Director, John Kottmann, City Engineer and Diane Grobeck, Permit Technician.

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

1. Call to Order

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

2. Approval of Meeting Minutes – May 15, 2014

- a. Malmquist moved, seconded by Tom Miller to approve the May 15, 2014 minutes as submitted. **Ayes:** Tom Miller, Kryzwicki, Malmquist, Gahan, Andsager and Alexander. **Nays:** None. **Abstain:** Wetuski. **Absent:** Circo and Lowell Miller. **Motion Carried.** (6-0-1)

3. Old Business

None.

4. New Business

A. Public Hearing for Amendments to Section 5.12 of the Zoning Ordinance regarding the C-3 Highway Commercial/Office Park District

- i. **Staff Report:** Solberg explained the proposed changes to permitted uses in the C-3 Highway Commercial/Office Park district. The changes shift uses from conditional to permitted (theater and retail uses) and add a new use, "entertainment venue," in both permitted and conditional categories. This new use necessitates adding a definition to the ordinance:

ENTERTAINMENT VENUE shall mean any activity that includes, but is not limited to, a theatrical performance, live music performance, live or "virtual" disc jockey or live or "virtual" master of ceremonies, held indoors or outdoors to which members of the public are invited with or without charge.

Staff recommends approval.

- ii. **Public Hearing Opened:** Malmquist moved, seconded by Alexander to open the public hearing. **Ayes:** Tom Miller, Wetuski, Kryzwicki, Malmquist, Gahan, Andsager and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Circo and Lowell Miller. **Motion Carried.** (7-0)

No one came forward to speak on this issue.

Public Hearing Closed: Kryzwicki moved, seconded by Wetuski to close the public hearing. **Ayes:** Tom Miller, Wetuski, Kryzwicki, Malmquist, Gahan, Andsager and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Circo and Lowell Miller. **Motion Carried.** (7-0)

- iii. **Recommendation:** Malmquist moved, seconded by Tom Miller to recommend the approval of the proposed changes to the C-3 Highway Commercial /Office Park district and the addition of the "entertainment venue" definition. **Ayes:** Tom Miller, Wetuski, Kryzwicki, Malmquist, Gahan, Andsager and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Circo and Lowell Miller. **Motion Carried.** (7-0)

B. Public Hearing for the Final Plat, Brook Valley Corporate Park

- i. **Staff Report:** Solberg explained applicant Brook Valley 44, LLC and H.E.L.P. Foundation of Omaha, Inc. is requesting approval of the Final Plat of Brook Valley Corporate Park. If the Planning Commission recommends approval, the request will be forwarded to the City Council for final approval. Staff recommends approval.
- ii. **Public Hearing Opened:** Tom Miller moved, seconded by Kryzwicki to open the public hearing. **Ayes:** Tom Miller, Wetuski, Kryzwicki, Malmquist, Gahan, Andsager and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Circo and Lowell Miller. **Motion Carried.** (7-0)

Mr. Neeraj Agarwal, White Lotus Group, was present representing the applicant to answer any questions.

Malmquist asked if the clarification of the property ownership has been rectified.

Mr. Agarwal said yes, H.E.L.P. Foundation, Inc. transferred interest to Brook Valley 44, LLC, so there is now one owner of both parcels.

Public Hearing Closed: Malmquist moved, seconded by Andsager to close the public hearing. **Ayes:** Tom Miller, Wetuski, Kryzwicki, Malmquist, Gahan, Andsager and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Circo and Lowell Miller. **Motion Carried.** (7-0)

- iii. **Recommendation:** Malmquist moved, seconded by Alexander to recommend approval of the Brook Valley Corporate Park Final Plat. **Ayes:** *Tom Miller, Wetuski, Kryzwicki, Malmquist, Gahan, Andsager and Alexander.* **Nays:** *None.* **Abstain:** *None.* **Absent:** *Circo and Lowell Miller.* **Motion Carried.** (7-0)

C. Public Hearing for the My Place Hotel Conditional Use Permit

- i. **Staff Report:** Solberg explained the applicant, R W La Vista, LLC, is requesting to construct a 64-room extended stay hotel that utilizes 1.52 acres of the current 2.696 acre parcel in Southport East. The applicant's latest submittal has been modified in relation to the comments provided by the City Engineer in his letter dated May 15, 2014. The City Engineer agrees the modifications have met his approval. The applicant has proposed language in the CUP document regarding building design elements, roof color and signage, which are still under review. Solberg handed out additional copies of the latest design revisions to the Planning Commissioners. Staff recommends approval of the Conditional Use Permit for a hotel, conditional on the satisfactory completion of the design review prior to City Council review.
- ii. **Public Hearing Opened:** Tom Miller moved, seconded by Malmquist to open the public hearing. **Ayes:** *Tom Miller, Wetuski, Kryzwicki, Malmquist, Gahan, Andsager and Alexander.* **Nays:** *None.* **Abstain:** *None.* **Absent:** *Circo and Lowell Miller.* **Motion Carried.** (7-0)

Mr. Ryan Rivett was present, representing R W La Vista, LLC and My Place, to answer any questions.

Kryzwicki asked if utilizing only 1.52 of the 2.696 acres, what will the future use be for the remainder.

Mr. Rivett said the use for the remainder of the property has not been designated.

Kryzwicki asked about parking requirements noting there are 67 parking stalls for 64 rooms and three employees. Where would additional parking be located if needed.

Mr. Rivett said the appropriate provisions would be made to accommodate that situation. The required regulations are being followed considering the averages for the other hotels of this size in this chain.

Gahan asked about the targeted demographic.

Mr. Rivett said the product is unique and appeals to a broad range of people to include special events, pass through traffic on I-80 and corporate and industrial businesses. With 64 rooms, multiple demographics are targeted.

Public Hearing Closed: Kryzwicki moved, seconded by Alexander to close the public hearing. **Ayes:** *Tom Miller, Wetuski, Kryzwicki, Malmquist, Gahan, Andsager and Alexander.* **Nays:** *None.* **Abstain:** *None.* **Absent:** *Circo and Lowell Miller.* **Motion Carried.** (7-0)

- iii. **Recommendation:** Tom Miller moved, seconded by Malmquist to recommend approval of the Conditional Use Permit for a hotel, conditional on the satisfactory completion of the design review prior to City Council review. **Ayes:** Tom Miller, Wetuski, Kryzwicki, Malmquist, Gahan, Andsager and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Circo and Lowell Miller. **Motion Carried.** (7-0)

D. Public Hearing for Amendments to Chapter 91, Fire Regulations, and Chapter 150, Building Regulations, of the City Code

- i. **Staff Report:** Solberg said staff recommends the public hearing on this matter be continued until the next scheduled meeting giving the city staff and the city attorney more time to review.
- ii. **Public Hearing Opened:** Malmquist moved, seconded by Kryzwicki to open the public hearing. **Ayes:** Tom Miller, Wetuski, Kryzwicki, Malmquist, Gahan, Andsager and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Circo and Lowell Miller. **Motion Carried.** (7-0)

Public Hearing Continued: Kryzwicki moved, seconded by Malmquist to continue the public hearing. **Ayes:** Tom Miller, Wetuski, Kryzwicki, Malmquist, Gahan, Andsager and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Circo and Lowell Miller. **Motion Carried.** (7-0)

Birch explained the Papillion and La Vista fire departments have joined but the fire code inspection is still separate. The state fire marshal currently performs the fire code inspections for La Vista and Papillion. The goal is to have the state delegate that authority to Papillion who would then perform the fire code inspections for Papillion and La Vista during the building permit process.

5. Comments from the Floor

None.

6. Comments from the Planning Commission

Kevin Wetuski, the newly appointed Planning Commissioner, was introduced and welcomed. He and his family have lived in La Vista for 10 years. He was an electrician and now works with the electrician apprenticeship program overseeing curriculum and teaching classes. He is looking forward to serving on the Planning Commission.

7. Comments from Staff

Solberg said six proposals were received for the Comprehensive Plan. An internal proposal review committee made up of seven city staff members is being determined. The committee will meet the week of June 30th to discuss the evaluations. Consultant interviews will take place the weeks of July 14th and July 21st and then go before the City Council for final decision. Plans for the Comprehensive Plan committees will then be made.

Solberg said proposals were received from Gould Evans + Vireo, Kansas City, MO; Logan Simpson Design/Olsson Associates, Ft. Collins, CO; Peter J. Smith & Co., Buffalo, NY; Confluence, Des Moines, IA; RDG, Omaha, NE and Leo A. Daly, Omaha, NE.

8. Adjournment

Kryzwicki moved, seconded by Alexander to adjourn. **Ayes:** Tom Miller, Wetuski, Krzywicki, Malmquist, Gahan, Andsager and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Circo and Lowell Miller. **Motion Carried.** (7-0)

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chairperson

Approval Date

\\\Lvdcfp01\Users\Community Development\Planning Department\Planning Commission\Minutes\2014\02-20-2014 PC Minutes - Draft.Docx

A.4

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the nine months ended June 30, 2014
75% of the Fiscal Year

	General Fund					Debt Service Fund					Capital Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over/(under) Budget	% of budget Used	Budget	MTD Actual	YTD Actual	Over/(under) Budget	Budget	MTD Actual	YTD Actual	Over/(under) Budget		
REVENUES															
Property Taxes	\$ 6,549,437	\$ 50,191	\$ 3,634,312	\$ (2,915,125)	55%	\$ 747,480	\$ 5,069	\$ 429,488	\$ (317,992)	\$ -	\$ -	\$ -	\$ -		
Use and use taxes	608,610	269,208	1,208,883	600,273	199%	304,305	134,604	604,441	300,136						
Payments in Lieu of taxes	241,500	-	249,676	8,176	103%	-	-	30,573	30,573						
State revenue	1,326,025	113,070	1,115,032	(210,993)	84%	-	-	-	-						
Occupation and franchise taxes	850,000	12,662	746,770	(103,230)	88%	-	-	-	-						
Local Occupation Tax	780,000	78,333	630,027	(149,973)	81%	-	-	-	-						
Licenses and permits	394,750	28,900	426,080	31,330	108%	-	-	-	-						
Interest income	12,000	2,757	13,381	1,381	112%	20,000	1,130	5,145	(14,855)	-	-	-	-		
Recreation fees	144,000	19,386	100,233	(43,767)	70%	-	-	-	-						
Special Services	22,000	1,492	16,530	(5,470)	75%	-	-	-	-						
Grant Income	209,570	18,455	242,554	32,984	116%	-	-	-	-						
Other	204,000	32,929	342,116	138,116	168%	325,000	27,523	60,156	(264,845)	1,178,135	-	175,364	(1,002,771)		
Total Revenues	11,341,892	627,383	8,725,594	(2,616,298)	77%	1,396,785	168,325	1,129,802	(266,983)	1,253,135	15,717	156,585	81,585	331,949	(921,186)
EXPENDITURES															
Current:															
Administrative Services	-	16,198	16,198	N/A	N/A	-	-	-	-	-	-	-	-		
Mayor and Council	182,737	10,292	78,233	(104,504)	43%	-	-	-	-	-	-	-	-		
Boards & Commissions	15,220	1,350	7,087	(8,133)	47%	-	-	-	-	-	-	-	-		
Public Buildings & Maintenance	586,144	48,651	346,820	(239,324)	59%	-	-	-	-	-	-	-	-		
Administration	887,650	56,652	583,114	(304,536)	66%	90,000	220	5,420	(84,580)	-	-	-	-		
Police and Animal Control	4,221,786	338,143	2,881,862	(1,339,924)	68%	-	-	-	-	-	-	-	-		
Fire	1,278,023	130,256	812,758	(465,265)	64%	-	4,333	12,999	12,999	-	-	-	-		
Community Development	702,611	42,522	384,630	(317,981)	55%	-	-	-	-	-	-	-	-		
Public Works	3,313,165	276,741	2,177,688	(1,135,477)	66%	-	-	-	-	-	-	-	-		
Recreation	688,607	65,615	395,616	(292,991)	57%	-	-	-	-	-	-	-	-		
Library	710,990	61,775	494,749	(216,241)	70%	-	-	-	-	-	-	-	-		
Human Resources	479,186	9,370	413,688	(65,498)	86%	-	-	-	-	-	-	-	-		
Special Services & Tri-City Bus	86,177	6,004	52,027	(34,150)	60%	-	-	-	-	-	-	-	-		
Capital outlay	410,468	-	8,700	(401,768)	2%	-	-	-	-	2,528,628	15,717	331,949	(2,196,679)		
Debt service: (Warrants)	-	-	-	-	-	2,795,000	-	2,540,000	(255,000)	-	-	-	-		
Principal	-	-	-	-	-	760,648	190,886	784,598	23,950	-	-	-	-		
Interest	-	-	-	-	-	3,645,648	195,439	3,343,017	(302,631)	2,528,628	15,717	331,949	(2,196,679)		
Total Expenditures	13,562,764	1,064,069	8,653,170	(4,909,594)	64%	3,645,648	195,439	3,343,017	(302,631)	2,528,628	15,717	331,949	(2,196,679)		
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(2,220,872)	(436,686)	72,424	(2,293,296)	-3%	(2,248,863)	(27,114)	(2,213,215)	(35,648)	(1,275,493)					(1,275,493)
OTHER FINANCING SOURCES (USES)															
Operating transfers in (out)	(988,545)	-	-	988,545	-	(264,070)	-	-	264,070	1,275,493	-	-	-	(1,275,493)	
Bond/registered warrant proceeds	-	-	-	-	-	(264,070)	-	-	264,070	1,275,493	-	-	-	(1,275,493)	
Total other Financing Sources (Uses)	(988,545)	-	-	988,545	-	(264,070)	-	-	264,070	1,275,493	-	-	-	(1,275,493)	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (3,209,417)	\$ (436,686)	\$ 72,424	\$ (3,281,841)	-	\$ (2,512,933)	\$ (27,114)	\$ (2,213,215)	\$ (299,718)	\$ -	\$ -	\$ -	\$ -	\$ 536,608	
UND BALANCE, Beginning of the Year				8,269,430					5,620,155						
UND BALANCES, End of the Year				\$ 8,341,854					\$ 3,406,940						\$ 536,608

Administrative Services split off of Administration on June 1, 2014.

CITY OF LAVISTA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS

BUDGET AND ACTUAL

For the nine months ended June 30, 2014

75% of the Fiscal Year

	Sewer Fund						Golf Course Fund					
					Over (Under) Budget						Over (Under) Budget	
	Budget	MTD Actual	YTD Actual		% of Budget Used		Budget	MTD Actual	YTD Actual		% of Budget Used	
REVENUES												
User fees	\$ 2,791,778	\$ 241,646	\$ 1,866,319	\$ (925,459)	67%		\$ 188,000	\$ 25,848	\$ 103,167	\$ (84,833)	55%	
Service charge and hook-up fees	125,000	2,200	96,923	(28,077)	78%							
Merchandise sales	-	-	-	-	-		34,500	5,665	21,244	(13,256)	62%	
Grant	24,082	-	24,233	151	n/a		-	-	-	-	-	
Miscellaneous	200	82	1,138	938	569%		300	44	406	-	135%	
Total Revenues	2,941,060	243,928	1,988,613	(952,447)	68%		222,800	31,557	124,817	(98,089)	56%	
EXPENDITURES												
General Administrative	561,335	44,521	357,165	(204,170)	64%							
Cost of merchandise sold	-	-	-	-	-		27,214	4,518	23,858	(3,356)	88%	
Maintenance	2,392,369	342,061	1,275,936	(1,116,433)	53%		163,369	16,147	95,931	(67,438)	59%	
Production and distribution	-	-	-	-	-		154,719	14,325	91,166	(63,553)	59%	
Capital Outlay	20,000	16,971	16,971	(3,029)	85%		32,000	-	-	(32,000)	0%	
Debt Service:												
Principal	-	-	-	-	-		125,000	-	125,000	-	100%	
Interest	-	-	-	-	-		3,406	-	3,406	-	100%	
Total Expenditures	2,973,704	403,553	1,650,072	(1,323,632)	55%		505,708	34,990	339,360	(166,348)	67%	
OPERATING INCOME (LOSS)	(32,644)	(159,625)	338,541	(371,185)	-		(282,908)	(3,433)	(214,543)	68,259	-	
NON-OPERATING REVENUE (EXPENSE)												
Interest income	3,000	1,083	3,119	119	104%		25	8	79	54	314%	
	3,000	1,083	3,119	119	104%		25	8	79	54	314%	
INCOME (LOSS) BEFORE OPERATING TRANSFERS	(29,644)	(158,542)	341,660	(371,304)	-		(282,883)	(3,426)	(214,465)	68,418	-	
OTHER FINANCING SOURCES (USES)												
Operating transfers in (out)	-	-	-	-	-		250,000	-	-	(250,000)	0%	
NET INCOME (LOSS)	\$ (29,644)	\$ (158,542)	\$ 341,660	\$ (371,304)	-		\$ (32,883)	\$ (3,426)	\$ (214,465)	\$ 181,582	-	
NET ASSETS, Beginning of the year			6,506,978						456,694			
NET ASSETS, End of the year			\$ 6,848,638						\$ 242,229			

A.5

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND DISTILLED SPIRITS AT LUCKY BUCKET BREWING COMPANY, 11941 CENTENNIAL ROAD ON SEPTEMBER 12, 2014 IN CONJUNCTION WITH A BEER GARDEN.

WHEREAS, Lucky Bucket Brewing Company, 11941 Centennial Road is located within the City of La Vista; and

WHEREAS, Lucky Bucket Brewing Company has requested approval of a Special Designated Permit to sell and serve beer and distilled spirits at 11941 Centennial Road on September 12, 2014, in conjunction with a beer garden.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Lucky Bucket Brewing Company to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell and serve beer and distilled spirits at Lucky Bucket Brewing Company, 11941 Centennial Road on September 12, 2014, in conjunction with a beer garden.

PASSED AND APPROVED THIS 15TH DAY OF JULY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



**LA VISTA POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

TO: Pam Buethe, City Clerk

FROM: Robert S. Lausten, Police Chief

DATE: 7-8-2014

RE: Application for SDL

CC:

Re: Lucky Bucket
Special Designated Use Permit

The La Vista Police Department has been informed and has reviewed the request by Lucky Bucket for a special designated use permit on 9-12-14 at 11941 Centennial Road in La Vista. The application states that there will be staff present checking identification. No concerns regarding the event identified by the police department at this time.

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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

Oktoberfest

Special Designated License (SDL) Application Quick Checklist

Requirements:

- ✓ Application must be received in Nebraska Liquor Control Commission (NLCC) office a **MINIMUM** of ten (10) working days prior to the date of event (when counting days exclude weekends and holidays) **NO EXCEPTIONS**
- ✓ Only 501c Non-profits or retail liquor license holders can apply for special designated licenses
- ✓ Application **MUST** include approval from the local governing body (city, village or county clerk of where the event is to be held) **contact this jurisdiction for further requirements**
- ✓ When requesting an exemption from NLCC rules, i.e. waiver of double fencing, request must be received in (NLCC) office a **MINIMUM** of 30 days prior to the date of the event, waiving double fence must complete form 140
- ✓ All questions on application must be completed legibly
- ✓ Include \$40 fee, for each day/area applying for, checks made payable to Nebraska Liquor Control Commission (NLCC), if liquor caterer no fees required
- ✓ When requesting alternate date(s) or location(s), approval from local governing body must include approval for these alternate date(s) or locations(s)
- ✓ When requesting an outdoor area you must include a sketch of area to be licensed
- ✓ If requesting sales on Sunday attach copy of local ordinance or resolution

Non Profit Application **MUST**:

- ✓ Include page five (5) of application showing federal ID number

Information:

- ✓ Non caterer applicants are only allowed six (6) SDLs per calendar year, this includes consecutive days used on one application (i.e. July 4 – 9 = 6 days)
- ✓ Applications may be submitted via e-mail to michelle.porter@nebraska.gov or faxed to (402) 471-2814
- ✓ Must use the most current form 108. Forms are available on our web site at www.lcc.ne.gov/formsdiv.html, or by calling our main number (402) 471-2571
- ✓ Only twelve (12) SDLs will be issued at any specific location that could otherwise hold a liquor license

Oktoberfest

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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

--

DO YOU NEED POSTERS? YES NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

L-106684

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Lucky Bucket Brewing Company

ADDRESS: 11941 Centennial

CITY LaVista

ZIP 68128

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Lucky Bucket Brewing Company

ADDRESS: 11941 Centennial Rd CITY La Vista

ZIP 68128 COUNTY and COUNTY # Boney 59

a. Is this location within the city/village limits? YES NO

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives? YES NO

c. Is this location within 300' of any university or college campus? YES NO

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>9-12-14</u>	Date	Date	Date	Date	Date
<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>
From	From	From	From	From	From
<u>6:00pm</u>					
<u>To</u>					
<u>11:00pm</u>					

a. Alternate date: N/A

b. Alternate location: _____
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

Dance Reception Fund Raiser Beer Garden Sampling/Tasting

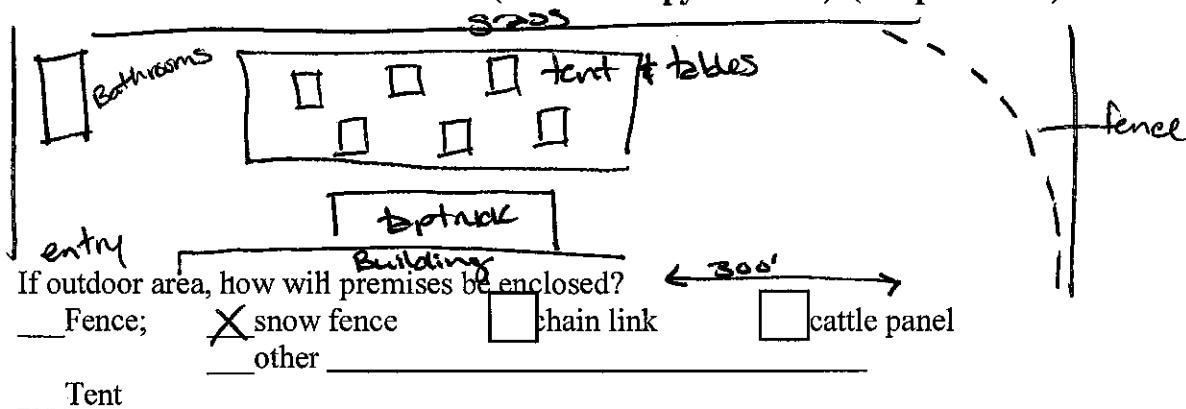
Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET _____ x _____
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET 300 x 90

*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)



8. How many attendees do you expect at event? 1000+

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

ID'ing at entry with wristbands

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO

a. Are there separate toilets for both men and women? YES NO

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler Retailer Both BYO
(includes wineries)

12. Will there be any games of chance operating during the event? YES NO

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and **telephone number/cell phone number** of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Addie Neman

Signature of Event Supervisor Addie Neman

Event Supervisor phone: Before 4025989574 During 4025989574
Email address addie@luckybucketbrewing.com

15. Consent of Authorized Representative/Applicant
I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign
here

JP

Authorized Representative/Applicant

PRESIDENT

Title

6/25/14

Date

Jason Payne

Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

APCHCKRP
03.24.14

Wed Jul 9, 2014 9:51 AM

City of LaVista
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 1

BANK NO BANK NAME

CHECK NO DATE VENDOR NO VENDOR NAME

CHECK AMOUNT CLEARED VOIDED MANUAL

1 Bank of Nebraska (600-873)

A.6

46352 Payroll Checks
Thru 4635546356 Gap in Checks
Thru 115021

115022	7/02/2014	4867 VAN RU CREDIT CORPORATION	46.31	**MANUAL**
115023	7/02/2014	3739 FELSBURG HOLT & ULLEVIG	2,647.43	**MANUAL**
115024	7/02/2014	2479 UNIVERSITY OF NEBRASKA-OMAHA	5,986.45	**MANUAL**
115025	7/15/2014	3348 3M	4,566.00	
115026	7/15/2014	4354 A-RELIEF SERVICES INC	225.00	
115027	7/15/2014	3983 ABE'S PORTABLES INC	255.00	
115028	7/15/2014	762 ACTION BATTERIES UNLTD INC	146.90	
115029	7/15/2014	571 ALAMAR UNIFORMS	55.00	
115030	7/15/2014	536 ARAMARK UNIFORM SERVICES INC	30.04	
115031	7/15/2014	188 ASPHALT & CONCRETE MATERIALS	2,281.94	
115032	7/15/2014	3754 AUSTIN PETERS GROUP INC	800.00	
115033	7/15/2014	201 BAKER & TAYLOR BOOKS	1,920.06	
115034	7/15/2014	2554 BARCAL, ROSE	123.54	
115035	7/15/2014	849 BARONE SECURITY SYSTEMS	120.00	
115036	7/15/2014	4781 BISHOP BUSINESS EQUIPMENT	847.26	
115037	7/15/2014	196 BLACK HILLS ENERGY	102.60	
115038	7/15/2014	56 BOB'S RADIATOR REPAIR CO INC	149.50	
115039	7/15/2014	4799 BOLD OFFICE SOLUTIONS	848.82	
115040	7/15/2014	4436 JIM BOSTON	40.00	
115041	7/15/2014	1242 BRENTWOOD AUTO WASH	28.00	
115042	7/15/2014	5011 CAR QUEST AUTO PARTS	26.44	
115043	7/15/2014	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
115044	7/15/2014	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
115045	7/15/2014	2625 CARDMEMBER SERVICE-ELAN	4,757.61	
115046	7/15/2014	219 CENTURY LINK	157.80	
115047	7/15/2014	152 CITY OF OMAHA	2,160.00	
115048	7/15/2014	83 CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**
115049	7/15/2014	83 CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**
115050	7/15/2014	83 CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**
115051	7/15/2014	83 CJ'S HOME CENTER	849.81	
115052	7/15/2014	3126 COCA-COLA BOTTLING COMPANY	786.44	
115053	7/15/2014	4789 COLIBRI SYSTEMS NORTH AMER INC	775.00	
115054	7/15/2014	2158 COX COMMUNICATIONS	.00	**CLEARED** **VOIDED**
115055	7/15/2014	2158 COX COMMUNICATIONS	192.85	
115056	7/15/2014	3136 D & D COMMUNICATIONS	586.44	
115057	7/15/2014	10 DAIKIN APPLIED	213.00	
115058	7/15/2014	4981 DATASHIELD CORPORATION	2.77	
115059	7/15/2014	2374 DAYSPRING PRINTING	.00	**CLEARED** **VOIDED**
115060	7/15/2014	2374 DAYSPRING PRINTING	750.00	
115061	7/15/2014	4076 DIGITAL ALLY INCORPORATED	119.00	
115062	7/15/2014	159 DXP ENTERPRISES INC	23.18	
115063	7/15/2014	3334 EDGEWEAR SCREEN PRINTING	117.00	
115064	7/15/2014	3205 EXPRESS ENTERPRISES	395.90	

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ACCOUNTS PAYABLE CHECK REGISTER****
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BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
115065		7/15/2014		1245	FILTER CARE	82.45			
115066		7/15/2014		1344	GALE	141.69			
115067		7/15/2014		1248	GASSERT, MIKE	476.00			
115068		7/15/2014		53	GCR TIRES & SERVICE	130.52			
115069		7/15/2014		966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
115070		7/15/2014		966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
115071		7/15/2014		966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
115072		7/15/2014		966	GENUINE PARTS COMPANY-OMAHA	2,424.29			
115073		7/15/2014		71	GREENKEEPER COMPANY INC	939.00			
115074		7/15/2014		1044	H & H CHEVROLET LLC	142.41			
115075		7/15/2014		426	HANEY SHOE STORE	240.00			
115076		7/15/2014		387	HARM'S CONCRETE INC	177.50			
115077		7/15/2014		3775	HARTS AUTO SUPPLY	236.00			
115078		7/15/2014		2407	HEIMES CORPORATION	47.65			
115079		7/15/2014		20	TRUDI HENKE	60.00			
115080		7/15/2014		2888	HOME DEPOT CREDIT SERVICES	464.66			
115081		7/15/2014		696	IIMC	85.00			
115082		7/15/2014		1498	INDUSTRIAL SALES COMPANY INC	72.50			
115083		7/15/2014		162	INLAND TRUCK PARTS	193.32			
115084		7/15/2014		4291	J A HEIM FARMS	3,935.00			
115085		7/15/2014		3442	KAR SIM KENNEL, INC	36.00			
115086		7/15/2014		2394	KRIHA FLUID POWER CO INC	77.17			
115087		7/15/2014		1241	LEAGUE ASSN OF RISK MGMT	201.28			
115088		7/15/2014		1573	LOGAN CONTRACTORS SUPPLY	433.52			
115089		7/15/2014		2664	LOU'S SPORTING GOODS	43.00			
115090		7/15/2014		4560	LOWE'S CREDIT SERVICES	132.96			
115091		7/15/2014		838	LYMAN-RICHEY SAND & GRAVEL CO	221.54			
115092		7/15/2014		3066	MATT PARROTT/STOREY KENWORTHY	.00	**CLEARED**	**VOIDED**	
115093		7/15/2014		3066	MATT PARROTT/STOREY KENWORTHY	.00	**CLEARED**	**VOIDED**	
115094		7/15/2014		3066	MATT PARROTT/STOREY KENWORTHY	608.76			
115095		7/15/2014		4943	MENARDS-RALSTON	251.27			
115096		7/15/2014		553	METROPOLITAN UTILITIES DIST.	1,043.59			
115097		7/15/2014		184	MID CON SYSTEMS INCORPORATED	479.00			
115098		7/15/2014		371	MIDWEST SERVICE AND SALES CO	1,356.58			
115099		7/15/2014		2299	MIDWEST TAPE	21.24			
115100		7/15/2014		1046	MIDWEST TURF & IRRIGATION	18.00			
115101		7/15/2014		64	MINITEX - CPP	128.00			
115102		7/15/2014		4085	MNJ TECHNOLOGIES	178.64			
115103		7/15/2014		2382	MONARCH OIL INC	661.50			
115104		7/15/2014		288	MOTOROLA SOLUTIONS INC	2,781.50			
115105		7/15/2014		1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
115106		7/15/2014		1014	OFFICE DEPOT INC	508.57			
115107		7/15/2014		195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
115108		7/15/2014		195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
115109		7/15/2014		195	OMAHA PUBLIC POWER DISTRICT	54,979.41			
115110		7/15/2014		3935	ORIENTAL TRADING COMPANY	64.50			
115111		7/15/2014		3039	PAPILLION SANITATION	1,110.58			
115112		7/15/2014		976	PAPILLION TIRE INCORPORATED	83.59			
115113		7/15/2014		2686	PARAMOUNT LINEN & UNIFORM	155.08			
115114		7/15/2014		3058	PERFORMANCE CHRYSLER JEEP	485.51			
115115		7/15/2014		4037	PERFORMANCE FORD	372.99			
115116		7/15/2014		1821	PETTY CASH-PAM BUETHE	1,560.00			
115117		7/15/2014		1821	PETTY CASH-PAM BUETHE	30.00			

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ACCOUNTS PAYABLE CHECK REGISTER

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BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
115118	1784 PLAINS EQUIPMENT GROUP	7/15/2014				656.92			
115119	3814 PSI PLASTIC GRAPHICS	7/15/2014				491.43			
115120	427 RAMIREZ, RITA M	7/15/2014				135.52			
115121	3090 REGAL AWARDS OF DISTINCTION	7/15/2014				83.95			
115122	41 SALEM PRESS	7/15/2014				382.50			
115123	292 SAM'S CLUB	7/15/2014				1,530.28			
115124	487 SAPP BROS PETROLEUM INC	7/15/2014				278.40			
115125	2740 SARPY COUNTY FISCAL ADMINSTRTN	7/15/2014				7,350.00			
115126	150 SARPY COUNTY TREASURER	7/15/2014				8,750.00			
115127	1652 SCHOLASTIC BOOK FAIRS	7/15/2014				566.34			
115128	395 SHAMROCK CONCRETE COMPANY	7/15/2014				1,981.08			
115129	4045 SHRM-SOCIETY FOR HUMAN	7/15/2014				170.00			
115130	4276 SUPERIOR VISION SVCS INC	7/15/2014				570.28			
115131	1150 SUTPHEN CORPORATION	7/15/2014				398.15			
115132	7 SUTPHEN TOWERS INC	7/15/2014				261.32			
115133	264 TED'S MOWER SALES & SERVICE	7/15/2014				50.11			
115134	3492 TEUSCHER, CHRIS	7/15/2014				250.00			
115135	961 TIELKE'S SANDWICHES	7/15/2014				46.32			
115136	4179 TITAN MACHINERY	7/15/2014				50.35			
115137	4150 TOMSU, LINDSEY	7/15/2014				123.54			
115138	4231 TORNADO WASH LLC	7/15/2014				405.00			
115139	2941 TOTAL MARKETING INC	7/15/2014				24.00			
115140	4025 U S TOY COMPANY/CONSTRUCTIVE	7/15/2014				52.98			
115141	2426 UNITED PARCEL SERVICE	7/15/2014				35.34			
115142	3433 UNIVERSITY NEBRASKA LINCOLN	7/15/2014				60.00			
115143	4640 USB SEWER EQUIPMENT CORP	7/15/2014				149.55			
115144	766 VIERREGGER ELECTRIC COMPANY	7/15/2014				104.50			
115145	78 WASTE MANAGEMENT NEBRASKA	7/15/2014				730.91			
115146	4124 WATER SHED INCORPORATED	7/15/2014				632.60			
115147	4832 WOODHOUSE LINCOLN	7/15/2014				263.35			
115148	24 MICHAEL JOHNSON	7/15/2014				53.00			

1118201 Payroll Checks
Thru 1137001

BANK TOTAL	137,642.58
OUTSTANDING	137,642.58
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	110,680.02	110,680.02	.00	.00
02 SEWER FUND	13,292.09	13,292.09	.00	.00
05 CONSTRUCTION	5,428.93	5,428.93	.00	.00
08 LOTTERY FUND	2,572.90	2,572.90	.00	.00
09 GOLF COURSE FUND	4,384.64	4,384.64	.00	.00
15 OFF-STREET PARKING	1,284.00	1,284.00	.00	.00

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BANK NO BANK NAME

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REPORT TOTAL	137,642.58
OUTSTANDING	137,642.58
CLEARED	.00
VOIDED	.00
+ Gross Payroll 07/03/14	<u>273,478.35</u>
GRAND TOTAL	<u>\$411,120.93</u>

APPROVED BY COUNCIL MEMBERS 07/15/14

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 15, 2014 AGENDA**

Subject:	Type:	Submitted By:
AMENDMENTS TO MASTER FEE ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	SHEILA LINDBERG FINANCE DIRECTOR

SYNOPSIS

An ordinance has been prepared to amend Master Fee Ordinance No. 1210 to amend the Rescue Squad Fees (page 8) and to amend the Watershed Fees (page 3).

FISCAL IMPACT

N/A

RECOMMENDATION

Approve final reading.

BACKGROUND

With the merger of the La Vista and Papillion Fire and Rescue Departments it was realized that the fees charged for rescue calls varied between the two entities. The proposed changes to the Master Fee Ordinance will make those charges consistent for La Vista and Papillion. These fees are charged and collected by Papillion so there is no fiscal impact.

The Papillion Creek Watershed agreement contains a schedule of fee amounts through FY18. The fiscal year for these fees is July 1 – June 30. Therefore our Master Fee Ordinance needs to show the new fees that will begin July 1, 2014. This is pass thru money so there is no fiscal impact.

ORDINANCE NO. 1210

AN ORDINANCE TO AMEND ORDINANCE NO.11981210, 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.

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

Section 1. General Fee Schedule. The fees and taxes charged by the City of La Vista for various services and occupations shall be, and the same hereby are, fixed in accordance with the following schedule, no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

BUILDING & USE FEES

(Apply inside City limits and within the Extra-territorial zoning jurisdiction)

Building Permit

(Building valuation is determined by the most current issue of the ICC Building Valuation Data)

General	\$30 Base fee + see building fee schedule
Commercial/Industrial	\$30 Base fee + see building fee schedule
Plan Review Fee Commercial (non-refundable) fee (whichever is greater) Design Review (non-refundable)	\$100 or 10% of building permit \$1,000 Bldgs 24,999 sq. ft. or less (min. fee) (or Actual Fee Incurred) \$2,000 Bldgs 25,000 – 49,999 sq. ft (min. fee) (or Actual Fee Incurred) \$3,000 Bldgs 50,000 -100,000+ sq.ft. (min. fee) (or Actual Fee Incurred) \$4,000 Bldgs 100,000 + sq.ft (min. fee) (or Actual Fee Incurred)
Replacement Plan Review Fee Engineer's Review	\$100 + Request for records fees \$500
Rental Inspection Program License Fees: Multi-family Dwellings Single-family Dwellings Duplex Dwellings Additional Administrative Processing Fee (late fee)	\$6.00 per unit \$50.00 per property \$50.00 per unit \$100.00
Inspection Fees: Primary Inspection Class B Property Inspection (after primary inspection): Violation corrected Violation not corrected Re-inspection Fee (no show or follow up inspection)	No charge No charge See Re-inspection Fee below See Re-inspection Fee below
Re-inspection Fee Penalty Fee	\$50 3x Regular permit fee

Amended Master Fee Schedule 13/14 Fiscal Year

Refund Policy	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$250
Common Sign Plan	\$250
Temporary Sign Permit: Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Tower Development Permit	\$1000
Co-locates – Towers	\$100
Tarp Permit(valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/ Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits fee	\$30 Base fee + See mechanical
Plumbing Permits fee	\$30 Base fee + See mechanical
Sewer Repair Permit	\$30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)
Electrical Permits fee	\$30 Base Fee + See electrical
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000 Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence Also a \$5,000 Bond is required, naming the City as the recipient.
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding With curb requiring cut plus the 4' apron on each side)	\$ 30.00
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts permit fee)	\$50 + \$5/ft (\$40 set up fee; \$10
City charge (if City performs curb grinds permit fee)	\$50 + \$6/ft (\$40 set up fee; \$10
Utility Cut Permit	\$30.00
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$ 30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250
<u>GRADING PERMIT FEES</u>	
5 acres or less	\$ 500
More than 5 acres	\$1,000

ZONING FEES

Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$500
Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
Preliminary P.U.D. (includes rezoning fee)	\$1000 +additional fee of \$250 for review of revised drawings
Final P.U.D.	\$500+additional fee of \$250 for review of revised drawings
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250
Watershed Fees – the following fees apply to only new developments or significant redevelopments as specified in a subdivision agreement: (fees are remitted to Papillion Creek Watershed Partnership)	
Single Family Residential Development (up to 4-plex)	\$750-823 per dwelling unit
High-Density Multi-Family Residential Development	\$3,3003,619 per gross acre*
Commercial/Industrial Development acre*	\$4,000-4,387 per gross

*Computed to the nearest .01 acre.

OCCUPATION TAXES

Publication fees	\$10
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class W Wholesale Beer License Holder	\$1000
Class X Wholesale Liquor License Holder	\$1500
Class Y Farm Winery License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600

Amended Master Fee Schedule 13/14 Fiscal Year

Class BK Liquor License Holder	\$400
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another	\$ 25
(These fees are in addition to the State Fee Requirement)	
Amusement Concessions (i.e. Carnivals)	\$ 10/concession/day
(This would include any vendors set up for special functions at the La Vista Sports Complex)	
Auto dealers - new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley
(Additional fee for Restaurant or Bar if applicable)	
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000 Liability,
\$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75
Convenience store with car wash vending machines)	\$120 (Includes all vacuum & supply
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$30
Home Occupation 1 and Child Care Home	\$50
Home Occupation Conditional Use Permit – see Zoning Fees	
Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops and/or restaurants, which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate business and taxed in accordance with the provisions of this Ordinance and the applicable classification(s) of the shop and/or restaurant hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities.	
Movie theatres	\$150/complex and \$75/viewing room
Music, Vending, & Pinball Machines	\$ 20/year/machine +Service Provider
Fee of &75.00 for business outside the City that provides machines for local businesses	
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$ 75
Nursing homes, assisted living, hospitals and retirement homes	\$ 5 per bed
Pawnbrokers	\$ 1.00/pawnbroker transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year

Professional services - engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)

Recreation businesses - indoor and outdoor \$100

Restaurants, Bars, and drive-in eating establishments \$ 50 (5 employees or less)
\$100 (more than 5 employees)

Retail, Manufacturing, Wholesale, Warehousing and Other - Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750

Schools - trade schools, dance schools, music schools, nursery school or any type of school operated for profit \$ 50

Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City \$ 75

Service stations selling oils, supplies, accessories for service at retail \$ 75 + \$25.00 for attached car wash

Telephone Companies (includes land lines, wireless, cellular, and mobile) 5% of gross receipts

Telephone Surcharge - 911 \$1.00 per line per month

Tobacco License \$ 15 (based on State Statute)

Tow Truck Companies \$ 75

Late Fee (Up to 60 days) \$ 35

Late Fee (60-90 days) \$ 75

Late Fee (over 90 days) Double Occupation tax or \$100, whichever is greater

OTHER FEES

Barricades

Deposit Fee(returnable)	\$ 60/barricade
Block Parties/Special Event	\$ 5/barricade per day
Construction Use	\$30 ea. (7 days maximum)

Amended Master Fee Schedule 13/14 Fiscal Year

Blasting Permit	\$1,000
Bucket Truck Rental w/operator	\$150 per hour
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$ 5
Dog or Cat License Replacement if Lost	\$ 1
Dog or Cat Capture and Confinement Fee MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	\$ 10 + Boarding Costs
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,500
Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
Parking Ticket Fees	
If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)
Pawnbroker Permit Fees:	
Initial	\$ 150
Annual Renewal	\$ 100
Pet Store License License)	\$ 50 (In addition to Occ.)
Police Officer Application Fee	\$ 20
Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$ 100
Towing/Impound Fee	\$ 30
Trash Hauling Permit	\$ 25/yr/truck + \$25,000
Performance Bond	

PUBLIC RECORDS

Request for Records	\$15.00/Half Hour + Copy -Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape
Video Tapes or CD/DVD	\$10.00 per tape/CD
*Copy costs shall be established by the Finance Director	
Unified Development Ordinance	\$100
Comprehensive Plan	\$50
Zoning Map	\$10 12"x36"

Amended Master Fee Schedule 13/14 Fiscal Year

	\$30 36"x120"
Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30
Future Land Use Map	\$10 12"x36"
	\$30 36"x120"
Ward Map	\$ 2
Fire Report	\$ 5
Police Report	\$ 5
Police Photos (5x7)	\$ 5/ea. for 1-15 \$ 3/ea. for additional
Police Photos (8x10)	\$ 10/ea. for 1-15 \$ 5/ea. for additional
Police Photos (Digital)	\$ 10/ea. CD
Criminal history	\$ 10

FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System (not to include single family or duplexes)	\$25
Renewal Fee for Alarm System (not to include single family or duplexes)	\$25
Late Registration Charge	\$35

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1st alarm
(not to include single family or duplexes)

RESPONSE TO LARGE HAZARDOUS MATERIALS INCIDENTS

A Dispatch and mobilization charge of \$300 + mileage shall be charged for response to any incident where no action is taken. If services are provided, the following rates shall apply:

Response Vehicles: One-hour minimum charge. All charges will be made to the closest 1/4 hour. Mileage will be charged at \$8.00 per mile per vehicle.

Pumper/Tanker Truck	\$500/hour
Weed Truck	\$150/hour
Aerial Ladder Truck	\$750/hour
Utility Vehicle	\$200
Command Vehicle	\$100

Equipment Charges:

Jaws of Life	\$250
Power Saw	\$75
Hydraulic jack/chisels	\$75
Cribbing Blocks	\$10
Winches	\$10
Air Bags	\$50

Amended Master Fee Schedule 13/14 Fiscal Year

High Lift Jack \$20

Supplies: The actual City cost of the supplies plus 25% shall be charged for all supplies including but not limited to safety flares, Class A foam, Class B foam, absorbent pads, absorbent material, salvage covers, and floor dry.

RESCUE SQUAD FEES

BLS Non-Emergency Base	\$430
BLS Emergency Base	<u>\$575600</u>
ALS Non-Emergency Base	\$685
ALS Emergency Level 1	<u>\$745700</u>
ALS Emergency Level 2	<u>\$760800</u>
Specialty Care (Interfacility)	\$650
Mileage Rural	\$ 14
Rescue Squad Response (without transport)	\$150

LIBRARY FEES

Membership (Non-Resident Family)	6 month	\$ 35
	1 year	\$ 60
Fax		\$2.00 up to 5 pages
Fines		
Books		\$.05/day
Audio Books		\$ 1.00/day
Videos/DVDs/CDs		\$ 1.00/day
Damaged & Lost		
Books		\$5.00 processing fee + actual
cost		
Videos /DVDs/CDs		\$5.00 processing fee + actual
cost		
Color Copies		\$.50
Copies		\$.10
Inter-Library Loan		\$3.00/transaction
Lamination – 18" Machine		\$2.00 per foot
Lamination – 40" Machine		\$6.00 per foot
Children's Mini-Camp		\$5.00 per week

RECREATION FEES

Refund Policy (posted at the Community Center)	\$10.00 administrative fee on all
approved refunds	
Late Registration Fee	\$10.00

	<u>Resident</u>	<u>Non-Resident</u>	<u>Business</u>
Groups			
Facility Rental			
75/Hour	\$ 38/Hour	\$ 75/Hour	\$
Gym (1/2 Gym)			
Gym/Stage (Rental)	\$420/Day	\$840/Day	\$840/Day
Gym/Stage (Deposit)	\$215	\$420	\$420
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour
Meeting Rooms (Rental)	\$ 12/Hour/Room	\$ 22/Hour/Room	\$ 27/Hour
Meeting Rooms (Deposit)	\$ 50/Room	\$ 50/Room	\$
50/Room			
Kitchen (Rental)	\$ 19/Hour	\$ 27/Hour	\$ 33/Hour
Kitchen (Deposit)	\$ 50/Room	\$ 50/Room	\$
50/Room			
Racquetball Court	\$ 7/Hour	\$ 14/Hour	\$ 14/Hour
Facility Usage			
Daily Visit (19 and up)	\$ 3.00	\$ 4.00	
Daily Visit (Seniors +55)	\$ -0-	\$ 2.00	
Fitness Room (19 and up)			

Amended Master Fee Schedule 13/14 Fiscal Year

Membership Card	\$27.00/month	
(Exercise Room, Gym, Racquetball/Walleyball Courts)		
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit
Gym (19 and up)		
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit
Resident Punch Card	\$50.00	
Non-resident Punch Card	\$35.00	
Non-resident Punch Card	\$20.00	
Ind. Weight Training		
Classes	\$ 25	

Variety of programs as determined by the Recreation Director
Fees determined by cost of program

Classes	<u>Contractor</u>	<u>City</u>
	75%	25%

Contract Instructor Does Registration and Collects Fees

Other Facilities:

Tournament Fees	<u>Resident</u>	<u>Non-Resident</u>
	\$ 30/Team/Tournament	\$ 30/Team/Tournament
	\$ 40/Field/Day	\$ 40/Field/Day
Gate/Admission Fee	10% of Gross	
Model Airplane Flying		
Field Pass	\$30*	\$40*
	* includes \$10 club membership 1 – year license	
Field Rentals	\$40/2 hours	Resident and Non-
Resident		
Park Shelters	\$15/3 hours	\$25/3 hours
Swimming Pool	<u>Resident</u>	<u>Non-Resident</u>
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$105	\$165
Youth Season Pass	\$ 65	\$ 95
Adult Season Pass	\$ 75	\$105
30-Day Pass	\$ 55	\$ 85
Season Pass (Day Care)	\$275	\$275
Swim Lessons	\$ 30	\$ 55
Swimming Pool memberships and specials prices shall be established by the Finance Director		
Youth Recreation Programs	<u>Resident</u>	<u>Non-Resident</u>
Coed Softball/Baseball Ages 5-6	\$ 45/55	\$60/70
Coed Softball/Baseball Ages 7-8	\$ 45/55	\$60/70
Softball/Baseball Ages 9-10	\$ 60/70	\$80/90
Softball/Baseball Ages 11-12	\$ 70/80	\$100/110
Tackle Football	\$ 110/120	\$140/150
Soccer Ages 8 and above	\$65/75	\$65/75
Fall Baseball clinic	\$17/27	\$22/32
Basketball Clinic	\$ 17/27	\$22/32
Basketball Ages 9-10	\$ 55/65	\$65/75
Basketball Ages 11-12	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 33/43	\$53/63
Cheerleading	\$ 27/37	\$47/57
3 yr. old Soccer Clinic	\$17/27	\$22/33
Uniform Deposit Fee		
Basketball	\$ 40	\$ 40
Tackle Football	\$180	\$180
Cheerleading	\$ 75	\$ 75

Amended Master Fee Schedule 13/14 Fiscal Year

Adult Recreation Programs

Spring Softball – Single	\$215	\$15
Spring Softball – Double	\$420	\$420
Basketball	\$145	\$145
Volleyball	\$110	\$110
Fall Softball – Single	\$120	\$120
Fall Softball – Double	\$235	\$235

Golf Green Fees

October 1st – February 28th

9-hole Weekdays (adults)	\$ 8.50
9-hole Weekends – Sa - Su (adults)	\$ 10.00
18-hole Weekdays (adults)	\$14.50
18-hole Weekends - Sa - Su (adults)	\$16.00
9-hole Weekdays - M-F (jr/sr)	\$ 6.00
9-hole Weekends - Sa-Su (jr/sr)	\$ 8.00
18-hole Weekdays - M-F (jr/sr)	\$11.00
18-hole Weekends - Sa-Su (jr/sr)	\$13.00
Pull Carts	\$ 2.50
Rental Clubs -	\$ 7.00
Electric Carts – 9-hole	\$6.00
Electric Carts – 18-hole	\$9.00

March 1st – September 30th

9-hole Weekdays (adults)	\$ 10.00
9-hole Weekends – Sa - Su (adults)	\$12.00
18-hole Weekdays (adults)	\$16.00
18-hole Weekends - Sa - Su (adults)	\$18.00
9-hole Weekdays - M-F (jr/sr)	\$ 8.00
9-hole Weekends - Sa-Su (jr/sr)	\$ 10.00 sr/jr.
18-hole Weekdays - M-F (jr/sr)	\$13.00
18-hole Weekends - Sa-Su (jr/sr)	\$ /15.00 sr/jr.
Pull Carts	\$ 2.50
Rental Clubs	\$ 7.00
Electric Carts – 9-hole	\$ 6.50
Electric Carts – 18-hole	\$ 10.50

Junior – Age 15 & under; Senior – Age 55 & over

Golf concessions, merchandise, specials, league and tournament prices shall be established by the Finance Director.

Annual Passes

(One Full Year from date of purchase)

Adult (16over)	\$400.00
Senior (55 over)	\$300.00
Junior (15 under)	\$300.00
Family	\$750.00

Discount Cards

(Adult Rates)

12 rounds	\$100.00
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(Jr./Sr. Rates)

12 rounds	\$ 80.00
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Special Services Van Fees

Zone 1 Trip within city limits (LaVista & Ralston)	\$1.00 one way
Includes trips to grocery stores and senior center	

Zone 2 Trip outside city limits	\$3.00 one way
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Zone 3 Trip outside city limits	\$10.00 one way
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Bus pass (each punch is worth \$1.00)	\$30.00
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Section 2. Sewer Fee Schedule.

§3-103 Municipal Sewer Department; Rates.

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
 - 1. The customer charge is as follows
 - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - \$7.58 per month.
 - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$ 7.58 per month plus an amount equal to \$ 6.82 times the total number of dwelling units, less one, in the Multi-Family dwellings that comprise an apartment complex. The customer charge for Residential-Multi Family sewer service users will be billed by the City of La Vista in addition to the flow charge billing from the Metropolitan Utilities District. A late charge of 14% will be applied for for Multi-Family sewer use billings.
 - c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$ 8.13 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$18.13. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.
 - 2. The flow charge for all sewer service users shall be \$ 2.2116 per hundred cubic feet (ccf).
 - 3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.
 - 4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

Section 3. Sewer/Drainage Connection Fee Schedule. A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

Residential	
Single Family Dwelling	\$1,100
Duplex	\$1,100/unit
Multiple Family	\$ 858/unit
Commercial/Industrial	\$5,973/acre of land as platted

The fee for commercial (including industrial) shall be computed on the basis of \$5,973 per acre within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City's issuance of any building or sewer connection permit.

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.
- D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)	
Service Line w/inside diameter of 4"	\$400
Service Line w/inside diameter of 6"	\$600
Service Line w/inside diameter of 8"	\$700
Service Line w/inside diameter over 8"	Special permission/set by Council

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

Private Sewage Disposal System Const. Permit	\$ 1,500
Appeal Fee Re: Issuance or Denial of Sewer Permits	\$ 1,500

Section 6. Repeal of Ordinance No.1158. Ordinance No. 1158 as originally approved on November 15, 2011, and all ordinances in conflict herewith are hereby repealed.

Section 7. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 8. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) Rental Inspection Program License fees shall be effective January 1, 2011

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication.

PASSED AND APPROVED THIS 21ST-15TH DAY OF JANUARY-JULY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

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CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 15, 2014 AGENDA

Subject:	Type:	Submitted By:
ZONING TEXT AMENDMENTS — DEFINITIONS AND C-3 DISTRICT	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to amend Article 2, Definitions, and Section 5.12, C-3 Highway Commercial / Office Park District, of the Zoning Ordinance.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approve.

BACKGROUND

A public hearing has been scheduled to consider amendments to Article 2, Definitions, and Section 5.12, C-3 Highway Commercial/Office Park District, of the Zoning Ordinance.

The amendments to the C-3 District shift certain land uses from a conditional use to a permitted use, specifically theaters and select retail uses. Staff has proposed the amendments in order to permit uses which would be consistent with the intent statement of the district and which do not warrant special review through a conditional use permit process.

The amendment also adds a new use titled “entertainment venue” in both the permitted and conditional use categories, depending on whether or not there are associated outdoor events. Adding this new use necessitates also adding a definition to Article 2 of the Zoning Ordinance, Definitions, which would read:

ENTERTAINMENT VENUE shall mean any activity that includes, but is not limited to, a theatrical performance, live music performance, live or “virtual” disc jockey, or live or “virtual” master of ceremonies, held indoors or outdoors to which members of the public are invited with or without charge.

See the attached red-line copy of the proposed amendments to the C-3 District.

The Planning Commission held a public hearing on June 19, 2014, and voted unanimously to recommend approval of the amendments.

Section 5.12 C-3 Highway Commercial / Office Park District

5.12.01 Intent: The Highway Commercial / Office Park District is intended for large scale commercial and office park development. In addition, this district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

5.12.02 Permitted Uses:

- 5.12.02.01 *Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (Ordinance No. 950, 3-1-05)*
- 5.12.02.02** Museum, art gallery.
- 5-12 02 025 12 02 03 **Entertainment Venue, indoor, not including uses defined in Adult Establishment**
- 5-12 02 035 12 02 04 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
1. Book store, not including uses defined in Adult Establishment.
 2. Brew-on-premises store.
 3. Dry cleaning and laundry pickup.
 4. Floral shop.
 5. Gift and curio shop.
 6. Jewelry store.
 7. Reservation center.
 8. Restaurants, cafes and fast food establishment.
 9. Travel agencies.
 10. Office Park developments.
 11. Video store, not including uses defined in Adult Establishment.
 12. Meeting Halls not including Adult Establishments.
 13. **Theater, indoor, not including uses defined in Adult Establishment**
 14. **Coffee kiosks**
 15. **Department stores**
 16. **Retail trade centers**
 17. **Shopping centers**
 18. **Commercial strip shopping center**
- 5.12.02.04 Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)

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5.12.03 Permitted Conditional Uses:

- 5.12.03.01** **Theater, indoor, not including uses defined in Adult Establishment**
- 5-12 03 025 12 03 01 Automobile display, sales, service, and repair.
- 5-12 03 035 12 03 02 Brew Pubs.
- 5.12.03.03** Micro breweries when in conjunction with a restaurant.
- 5.12.03.04 **Entertainment Venue, indoor, but which may include outdoor events, not including uses defined in Adult Establishment**
- 5.12.03.05 Automated Teller Machines when not within the interior of a primary use.
- 5.12.03.06 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.12.03.07 Convenience store with limited fuel sales.
- 5.12.03.08 Churches and temples.
- 5.12.03.09 Hotels, including restaurants, convention and meeting facilities and other related uses, not including uses defined in Adult Establishment.
- 5.12.03.10** **Department Stores**
- 5.12.03.11** **Retail trade centers**
- 5.12.03.12** **Shopping centers**
- 5.12.03.13** **Commercial Strip Shopping Center**
- 5-12 03 145 12 03 10 Outlet Shopping Center.
- 5-12 03 155 12 03 11 Health Clubs and tanning salon, not including uses defined in Adult Establishment.
- 5-12 03 165 12 03 12 Health Recreation Facilities, not including uses defined in Adult Establishment.
- 5-12 03 175 12 03 13 **Child Care Center. (Ordinance No. 1041, 7-17-07)**

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5.12.04 Permitted Temporary Uses

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. *All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter. (Ordinance No. 998, 7-18-06)*

- 5.12.04.01 Temporary greenhouses.
- 5.12.04.02 Temporary structures as needed for sidewalk and other outdoor sales events.
- 5.12.04.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.
- 5.12.04.04 Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*
- 5.12.04.05 Temporary structure for festivals or commercial events.

5.12.05 Permitted Accessory Uses

- 5.12.05.01 Buildings and uses customarily incidental to the permitted uses.
- 5.12.05.02 Parking as permitted in Section 7.05 through 7.09.
- 5.12.05.03 Signs allowed in Section 7.01 through 7.04.
- 5.12.05.04 Landscaping as required by Section 7.17.

5.12.06 Height and Lot Requirements:

- 5.12.06.01 The height and minimum lot requirements shall be as follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	-	25 ¹	15'	15'	90 ²	60%
Permitted Conditional Uses	10,000	-	25 ¹	15'	15'	90 ²	60%

¹ 25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.

² Any building within 100 feet of a residentially zoned district shall not exceed 45 feet in height. (Ordinance No. 1082, 11-18-08)

5.12.07 Use Limitations:

- 5.12.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.14.04.
- 5.12.07.02 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 2.02 AND 5.12 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTIONS 2.02 AND 5.12 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Amendment of Section 2.02. Section 2.02 of the Ordinance No. 848 is hereby amended to read as follows:

SECTION 2.02 DEFINITIONS.

- 2.02.01 **ABANDONMENT** shall mean to cease or discontinue a use or activity without intent to resume as distinguished from short term interruptions such as during periods of remodeling, maintenance, or normal periods of vacation or seasonal closure.
- 2.02.02 **ABUT, ABUTTING** shall mean to border on, being contiguous with or have property or district lines in common, including property separated by an alley.
- 2.02.03 **ACCESS OR ACCESS WAY** shall mean the place, means, or way by which pedestrians and vehicles shall have safe, adequate and usable ingress and egress to a property or use as required by this Regulation.
- 2.02.04 **ACCESSORY BUILDING** (see Building, accessory)
- 2.02.05 **ACCESSORY STRUCTURE** shall mean a detached subordinate structure located on the same lot with the principal structure, the use of which is incidental and accessory to that of the principal structure.
- 2.02.06 **ACCESSORY USE** shall mean a use incidental, related, appropriate and clearly subordinate to the main use of the lot or building, which accessory use does not alter the principal use of the subject lot or affect other properties in the district.
- 2.02.07 **ADJACENT** shall mean near, close, or abutting; for example, an Industrial District across the street or highway from a Residential District shall be considered as "Adjacent".
- 2.02.08 **ADULT BOOKSTORE** shall mean any premises from which minors are excluded and in which the retail sale of books, magazines, newspapers, movie films, devices, slides, or other photographic or written reproductions is conducted as a principal use of the premises, if such services are distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas." (Ordinance No. 1083, 2-17-09)
- 2.02.09 **ADULT COMPANIONSHIP ESTABLISHMENT** shall mean an establishment which provides the service of engaging in or listening to conversation, talk or discussion between an employee of the establishment and a customer, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."
- 2.02.10 **ADULT ENTERTAINMENT ESTABLISHMENT** shall mean any business which offers its patrons services or entertainment characterized by an emphasis on matter depicting, exposing, describing, discussing or relating to "specified sexual activities" or "specified anatomical areas," including, but without limitation, adult bookstores, adult motion picture theaters, *adult* saunas, adult companionship establishments, adult health clubs, adult cabarets, adult novelty businesses, adult motion picture arcades, adult modeling studios, adult hotel or motel, *adult* *internet* industries, and *adult* massage parlor / health club. (Ordinance No. 1083, 2-17-09)
- 2.02.11 **ADULT HOTEL OR MOTEL** shall mean a hotel or motel from which minors are specifically excluded from patronage and wherein material is presented which is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas."
- 2.02.12 **ADULT INTERNET INDUSTRIES** shall mean any business within an enclosed building or outdoors that is producing materials for distribution on the Internet, including live video streaming, tape delayed video broadcasts, live simulcasting, still photographs, audio broadcasts, animated video or hard copy, wherein material is presented which is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas." Said uses are intended for viewing by other parties while on-line and for a specified charge. (Ordinance No. 891, 2-04-03); (Ordinance No. 1083, 2-17-09)
- 2.02.13 **ADULT MASSAGE PARLOR, HEALTH CLUB** shall mean a massage parlor or health club, which restricts minors by reason of age, and which provides the services of massage, if such service is

- distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."
- 2.02.14 **ADULT MINI-MOTION PICTURE THEATER** shall mean a business premises within an enclosed building with a capacity for less than 50 persons used for presenting visual-media material if such business as a prevailing practice excludes minors by virtue of age, or if said material is distinguished or characterized by an emphasis on the depiction or description of "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.
- 2.02.15 **ADULT MOTION PICTURE ARCADE** shall mean any place to which the public is permitted or invited wherein coin or slug-operated or electronically, electrically or mechanically controlled still or motor picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis on depicting or describing "specified sexual activities" or "specified anatomical areas."
- 2.02.16 **ADULT MOTION PICTURE THEATERS** shall mean a business premises within an enclosed building with a capacity of 50 or more persons used for presenting visual media material if said business as a prevailing practice excludes minors by virtue of age, or if said material is distinguished or characterized by an emphasis on the depiction or description of "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.
- 2.02.17 **ADULT NOVELTY BUSINESS** shall mean a business which has as a principal activity of the sale of devices which simulate human genitals or devices which are designed for sexual stimulation.
- 2.02.18 **ADULT SAUNA** shall mean a sauna which excludes minors by reason of age, or which provides a steam bath or heat bathing room used for the purpose of bathing, relaxation, or reducing, utilizing steam or hot air as a cleaning, relaxing or reducing agent, if the service provided by the sauna is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."
- 2.02.19 **ADVERTISING STRUCTURE** shall mean any notice or advertisement, pictorial or otherwise, and all such structures used as an outdoor display, regardless of size and shape, for the purposes of making anything known, the origin or place of sale of which is not on the property with such Advertising Structure.
- 2.02.20 **AGRICULTURAL AND FARM BUILDINGS AND STRUCTURES** shall mean any building or structure which is necessary or incidental to the normal conduct of a farm including but not limited to residence of the operator, residence of hired men, barns, buildings and sheds for housing livestock, poultry and farm machinery, buildings for the storage or shelter of grain, hay and other crops, silos, windmills and water storage tanks.
- 2.02.21 **AGRICULTURE** shall mean the use of land for agricultural purposes, of obtaining a profit by raising, harvesting, and selling crops or by the feeding, breeding, management, and sale of, or the produce of, livestock, poultry, fur-bearing animals, or honeybees, or for dairying and the sale of dairy products, or any other agricultural or horticultural use. Agricultural use shall not be construed to include any parcel of land of less than twenty acres or any non-agricultural commercial or industrial development.
- 2.02.22 **AIRPORT** shall mean any area which is used or is intended to be used for the taking off and landing of aircraft, including helicopters, and any appurtenant areas which are used or are intended to be used for airport buildings or facilities, including open spaces, taxiways, and tie-down areas.
- 2.02.23 **ALLEY** shall mean a minor public service street or public thoroughfare 20 feet or less in width, through a block of lots primarily for vehicular service access to the rear or side of properties otherwise abutting on another street. Buildings facing an alley shall not be construed as satisfying the requirements of this regulation related to frontage on a dedicated street.
- 2.02.24 **ALTERATION** shall mean any change, addition or modification in construction or occupancy of an existing structure.
- 2.02.25 **AMENDMENT** shall mean a change in the wording, context, or substance of this Regulation, an addition or deletion or a change in the district boundaries or classifications upon the zoning map.
- 2.02.26 **AMUSEMENT ARCADE** shall mean a building or a part of a building where five or more pinball machines, video games, or other similar player-orientated amusement devices are available and are maintained for use.
- 2.02.27 **ANIMAL HOSPITAL** (see Hospital, animal)
- 2.02.28 **ANIMAL SPECIALTY SERVICES** shall refer to establishments primarily engaged in pet grooming, clipping, bathing, daycare, training courses, obedience classes, and similar services. Does not include veterinary services or overnight boarding kennels. (Ordinance No. 1053, 1-15-08)

- 2.02.29 **ANTENNA** shall mean any attached or external system of wires, poles, rods, reflecting disks or similar devices used for the transmission or reception of electromagnetic waves. (Also, see Satellite Dish Antenna.)
- 2.02.30 **ANTIQUE STORE** shall mean a place offering primarily antiques for sale. An antique for the purpose of this ordinance shall be a work of art, piece of furniture, decorative object, or the like, belonging to the past, at least 30 years old. (*Ordinance No. 1083, 2-17-09*)
- 2.02.31 **APARTMENT** shall mean a room or a suite of rooms within an apartment house or multiple family dwelling arranged, intended or designed for a place of residence of a single family or group of individuals living together. (Also, see Dwelling Unit)
- 2.02.32 **APPAREL SHOP** shall mean retail stores where clothing is sold, such as department stores, shoe stores, and dress, hosiery, and millinery shops. (*Ordinance No. 1083, 2-17-09*)
- 2.02.33 **APPLIANCE STORE** shall refer to retail shops selling equipment used for domestic functions. A store may include heavy appliances such as refrigerators, washers, dryers, ovens, dishwashers, or other similar domestic equipment. The store may also include smaller appliances such as televisions, computers, radios, microwaves, and other similar domestic equipment. (*Ordinance No. 1083, 2-17-09*)
- 2.02.34 **APPEARANCE** shall mean the outward aspect visible to the public.
- 2.02.35 **APPROPRIATE** shall mean the sympathetic, or fitting, to the context of the site and the whole community.
- 2.02.36 **APPURTENANCES** shall mean the visible, functional objects accessory to and part of buildings.
- 2.02.37 **ARCHITECTURAL CANOPY SIGN** (see Sign, architectural canopy)
- 2.02.38 **ARCHITECTURAL CHARACTER** (see Architectural Concept)
- 2.02.39 **ARCHITECTURAL CONCEPT** shall mean the basic aesthetic idea of a building, or group of buildings or structures, including the site and landscape development. (*Ordinance No. 1083, 2-17-09*)
- 2.02.40 **ARCHITECTURAL FEATURE** shall mean a prominent or significant part or element of a building, structure, or site. Architectural features may include special lines, massing, and/or texture.
- 2.02.44.01 **LINES** shall mean visual elements of the building, either within the façade or on the building edge, which are in a linear form either horizontally or vertically and may be composed of masonry, glass, or other related materials.
- 2.02.44.02 **MASS** shall pertain to the volume or bulk of a building or structure.
- 2.02.44.03 **TEXTURE** shall mean the quality of a surface, ranging from mirror finish, smooth, to coarse and unfinished.
- 2.02.41 **ARCHITECTURAL STYLE** shall mean the characteristic form and detail, as of buildings of a particular historic period.
- 2.02.42 **ART GALLERY** shall mean an establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This clarification does not include libraries, museums, or non-commercial art galleries. (*Ordinance No. 1083, 2-17-09*)
- 2.02.43 **ASSISTED LIVING FACILITIES** shall mean a type of long-term care facility for elderly or disabled people needing assistance with daily activities such as eating, bathing, dressing, laundry, housekeeping, and medicating. These facilities typically have a central cafeteria and nursing staff on call.
- 2.02.44 **ATTACHED** shall mean attached to real estate in such a way as to require dismantling, cutting away, unbolting from a permanent foundation or structural change in such structure in order to relocate it to another site. (*Ordinance No. 1083, 2-17-09*)
- 2.02.45 **AUCTION SALES** shall mean a building or structure or lands used for the storage of goods, materials or livestock which are to be sold on the premises by public auction and for the sale of the said goods, materials or livestock by public auction and on an occasional basis. Auction sales also includes motor vehicle wholesale sales, including trailers, trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles. (*Ordinance No. 891, 2-04-03*)
- 2.02.46 **AUTOMATED TELLER MACHINE (ATM)** shall mean an automated device that performs banking or financial functions at a location remote from the controlling financial institution. (*Ordinance No. 1083, 2-17-09*)
- 2.02.47 **AUTOMOBILE SALES** shall mean the storage and display for sale or lease of more than two motor vehicles or any type of trailer (provided the trailer is unoccupied) at any one time and/or a

total of ten or more sold or leased during the course of a calendar year, and where repair or body work is incidental to the operation of the new or used vehicle sales or leasing. Automobile sales includes all motor vehicle retail sales and leases including trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles. (Also, see Auction Sales) (Ordinance No. 891, 2-04-03)

- 2.02.48 **AUTOMOTIVE REPAIR SERVICES** shall refer to any building, structure, improvements, or land used for the repair and maintenance of automobiles, motorcycles, trucks, trailers, or similar vehicles including but not limited to body, fender, muffler, or upholstery work; oil change and lubrication; major painting services; collision services; and tire service and sales. (Ordinance No. 1053, 1-15-08)
- 2.02.49 **AUTOMOTIVE SERVICES** shall refer to any building, structure, improvements or land used for the general maintenance of automobiles, motorcycles, trucks, trailers or similar vehicles including but not limited to washing, cleaning, and/or detailing; installation of car stereos, accessories, or other light equipment; and minor painting. (Ordinance No. 1053, 1-15-08)
- 2.02.50 **BAKERY SHOP** shall mean an establishment primarily engaged in the retail sale of baked products. The products may be prepared either on or off site. A bakery shall be considered a general retail use. (Ordinance No. 1083, 2-17-09)
- 2.02.51 **BANK** shall mean a freestanding building or secondary use within a building, with or without a drive-up window, for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds. (Ordinance No. 1083, 2-17-09)
- 2.02.52 **BASEMENT** shall mean a building space partly underground, and having at least one-half (1/2) of its height, measuring from its floor to its ceiling, above the average adjoining finished ground grade line.
- 2.02.53 **BEACON** shall mean any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.
- 2.02.54 **BEAUTY SHOP** shall mean any establishment where cosmetology services are provided including hair care, nail care, and skin care on a regular basis for compensation. (Ordinance No. 1083, 2-17-09)
- 2.02.55 **BED and BREAKFAST** shall mean a house, or portion thereof, where short-term lodging rooms and meals are provided. The operator shall live on the premises. (Ordinance No. 1083, 2-17-09)
- 2.02.56 **BEDROOM** shall mean a room within a dwelling unit planned and intended for sleeping, separated from other rooms by a door.
- 2.02.57 **BERM** shall mean a raised form of earth to provide screening or to improve the aesthetic character.
- 2.02.58 **BILLBOARD** (see Sign, Billboard)
- 2.02.59 **BLOCK** shall mean a parcel of land platted into lots and bounded by public streets or by waterways, rights-of-way, unplatte land, City-County boundaries, or adjoining property lines.
- 2.02.60 **BOARD OF ADJUSTMENT** shall mean that board that has been created by the city and which has the statutory authority to hear and determine appeals, interpretations of, and variances to the zoning regulations.
- 2.02.61 **BOARDING HOUSE** shall mean a building containing a single dwelling unit and provisions for not more than five (5) guests, where lodging is provided with or without meals for compensation. (Also, see Bed and Breakfast) (Ordinance No. 1083, 2-17-09)
- 2.02.62 **BOOK STORE** shall mean a retail establishment that, as its primary business, engages in the sale, rental, or other charge-for-use of books, magazines, newspapers, greeting cards, postcards, videotapes, computer software, or any other printed or electronically conveyed information or media, excluding any uses defined as "adult entertainment establishments." (Ordinance No. 1083, 2-17-09)
- 2.02.63 **BOWLING CENTER** shall mean an establishment that devotes more than 50 percent of its gross floor area to bowling lanes, equipment, and playing area. Accessory uses such as the retail sale of snacks, the retail sale of beverages, and a video game arcade are customary. (Ordinance No. 1083, 2-17-09)
- 2.02.64 **BREW-ON PREMISES STORE** shall mean a facility that provides the ingredients and equipment for a customer to use to brew malt liquor at the store. Brew-on-premises stores do not include the sale of intoxicating liquor, unless the owner of the brew-on-premises store holds the appropriate liquor license.

2.02.65 **BREW PUB** shall mean a restaurant or hotel which includes the brewing of beer as an accessory use. The brewing operation processes water, malt, hops, and yeast into beer or ale by mashing, cooking, and fermenting. By definition, these establishments produce no more than 10,000 barrels of beer or ale annually. The area, by definition, used for brewing, including bottling and kegging, shall not exceed twenty-five (25) percent of the total floor area of the commercial space.

2.02.66 **BUFFER** shall mean a strip of land established to protect one type of land use from another incompatible land use or between a land use and a private or public road. (Also, see Screening)

2.02.67 **BUILDING** shall mean any structure built and maintained for the support, shelter or enclosure of persons, animals, chattels, or property of any kind, but shall not include temporary buildings as defined in "Structure, Temporary". Trailers, with or without wheels, shall not be considered as buildings.

2.02.68 **BUILDING, ACCESSORY** shall mean any detached subordinate building which serves a function customarily incidental to that of the main building or main use of the premises. Customary accessory building includes farm buildings, garages, carports, and small storage sheds.

2.02.69 **BUILDING CODE** shall mean the various codes of the City that regulate construction and requires building permits, electrical permits, mechanical permits, plumbing permits, and other permits to do work regulated by the Uniform Building Code, and other codes adopted by the City that pertain to building construction.

2.02.70 **BUILDING HEIGHT** shall mean the vertical distance above grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the average height of the highest gable of a pitched, hipped, or shed roof, measured from the highest adjoining sidewalk or ground surface within a five (5) foot horizontal distance at the exterior wall of the building. (Also, see Height) (*Ordinance No. 1083, 2-17-09*)

2.02.71 **BUILDING INSPECTOR** shall mean the *Chief Building Official* of the City of La Vista, Nebraska. (*Ordinance No. 1083, 2-17-09*)

2.02.72 **BUILDING SETBACK LINE** shall mean the minimum of distance as prescribed by this regulation between any property line and the closest point of the building line or face of any building or structure related thereto.

2.02.73 **BUSINESS OR TRADE SCHOOL** (see Special or Vocational Training Facilities) (*Ordinance No. 1083, 2-17-09*)

2.02.74 **BUSINESS SERVICES** shall mean establishments primarily engaged in rendering services to business establishments on a contract or fee basis, such as advertising, credit reporting, collection of claims, mailing, reproduction, stenographic, news syndicates, computer programming, photocopying, duplicating, data processing, services to buildings, and help supply services. (See also Standard Industrial Classification (SIC) Major Group 73, published by the U.S. Department of Labor.) (*Ordinance No. 1053, 1-15-08*)

2.02.75 **CAMPGROUND** shall mean a parcel of land intended for the temporary occupancy of tents, campers, and recreational vehicles and which primary purpose is recreational, having open areas that are natural in character.

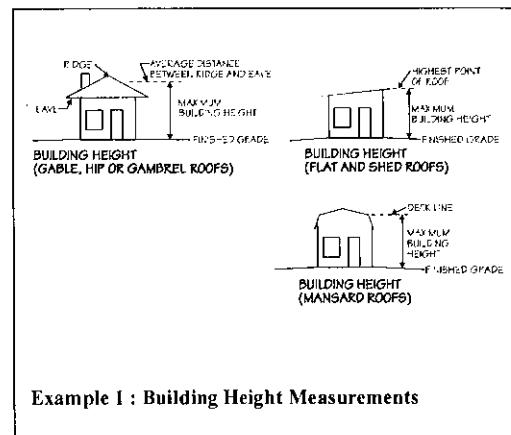
2.02.76 **CAR WASH** shall mean a building or structure or an area of land with machine or hand operated facilities for the cleaning, washing, polishing, or waxing of motor vehicles, not including semi-trailer tractors, buses, and commercial fleets.

2.02.77 **CARPORT** shall mean a permanent roofed structure with not more than two (2) enclosed sides used or intended to be used for automobile shelter and storage.

2.02.78 **CELLAR** shall mean a building space having more than one-half (1/2) of its height below the average adjoining grade lines.

2.02.79 **CEMETERY** shall mean land used or intended to be used for the burial of the dead and dedicated for such purposes, including columbariums, crematoriums, and mausoleums.

2.02.80 **CHANGEABLE COPY** shall refer to a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on



Example 1 : Building Height Measurements

which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this ordinance. A sign on which the only copy changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this ordinance. (Ordinance No. 1083, 2-17-09)

- 2.02.81 **CHANNEL** shall mean the geographical area within either the natural or artificial banks of a watercourse or drainway.
- 2.02.82 **CHARITABLE ORGANIZATION or CLUB** shall mean a public or semi-public institutional use of a philanthropic, charitable, benevolent, religious, or eleemosynary character, but not including sheltering or caring of animals. (*Ordinance No. 1083, 2-17-09*)
- 2.02.83 **CHILD CARE CENTER** shall mean an establishment other than a public or parochial school, which provides day care, play groups, nursery schools or education for thirteen (13) or more children under age 13, at any one time, from families other than that of the provider. In addition to these regulations, Child Care Centers shall meet all requirements of the State of Nebraska.
- 2.02.84 **CHILD CARE HOME** shall mean an operation in the provider's place of residence which serves at least four (4), but not more than eight (8) children at any one time, from families other than that of the provider. A Family Child Care Home I provider may be approved to serve no more than two (2) additional school-age children during non-school hours. A Family Child Care Home II operation may be either in the provider's own place of residence or a site other than the residence, serving twelve (12) or fewer children at any one time. In addition to these regulations, Child Care Homes shall meet all requirements of the State of Nebraska.
- 2.02.85 **CITY** shall mean the City of La Vista.
- 2.02.86 **CODE** shall mean the Municipal Code of the City of La Vista.
- 2.02.87 **COFFEE KIOSK** shall mean a retail food business in a freestanding building that sells coffee, or other beverages, and remade bakery goods from a drive-through window or walk-up window. (*Ordinance No. 1053, 1-15-08*.)
- 2.02.88 **COLLEGE AND UNIVERSITY** shall mean an educational institution offering advanced instruction in any academic field beyond the secondary level, including trade schools or business colleges. (*Ordinance No. 1168, 3-6-12*)
- 2.02.89 **COMMISSION** shall mean the La Vista Planning Commission.
- 2.02.90 **COMMERCIAL MESSAGE** shall mean any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity. (*Ordinance No. 1083, 2-17-09*)
- 2.02.91 **COMMON AREA OR PROPERTY** shall mean a parcel or parcels of land, together with the improvements thereon, the use and enjoyment of which are shared by the owners of the individual building sites in a Planned Development or condominium development.
- 2.02.92 **COMMUNICATION SERVICES** shall mean establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms. Excluded are facilities classified as major utility services or wireless communication towers. Typical uses include television studios, communication service centers, internet service offices, or film and sound recording facilities. (*Ordinance No. 1083, 2-17-09*)
- 2.02.93 **COMPATIBILITY** shall mean harmony in the appearance of two or more external design features in the same vicinity.
- 2.02.94 **COMPATIBLE USES** shall mean a land use which is congruous with, tolerant of, and has no adverse effects on existing neighboring uses. Incompatibility may be affected by pedestrian or vehicular traffic generation, volume of goods handled and environmental elements such as noise, dust, odor, air pollution, glare, lighting, debris generated, contamination of surface or ground water, aesthetics, vibration, electrical interference, and radiation.
- 2.02.95 **COMPREHENSIVE PLAN** shall mean the Comprehensive Plan of La Vista, Nebraska as adopted by the City Council, setting forth policies for the present and foreseeable future community welfare as a whole and meeting the purposes and requirements set forth in Section 19-903, R.R.S. 1943, as the same may, from time-to-time, be amended.
- 2.02.96 **CONDITIONAL USE** shall mean a use where allowed by the district regulations, that would not be appropriate generally throughout the zoning district without restrictions, but which, if controlled as to number, size, area, location, relation to the neighborhood or other minimal protective characteristics would not be detrimental to the public health, safety, and general welfare.

- 2.02.97 **CONDITIONAL USE PERMIT** shall mean a permit issued by the Planning Commission and City Council that authorizes the recipient to make conditional use of property in accordance with the provisions of Article 6 and any additional conditions placed upon, or required by said permit.
- 2.02.98 **CONDOMINIUM** shall be as defined in the Nebraska State Statutes Section 76-824 - 76-894, the Condominium Law, whereby four or more apartments are separately offered for sale.
- 2.02.99 **CONGREGATE HOUSING** shall mean a residential facility for four or more persons fifty-five (55) years or over, their spouses, or surviving spouses, providing living and sleeping facilities including meal preparation, dining areas, laundry services, room cleaning and common recreational, social, and service facilities for the exclusive use of all residents including resident staff personnel who occupy a room or unit in the residential facility. (Also see Housing for the elderly)
- 2.02.100 **CONSERVATION** shall mean the protection and care that prevent destruction or deterioration of historical or otherwise significant structures, buildings or natural resources.
- 2.02.101 **CONSERVATION AREA** shall mean environmentally sensitive and valuable lands protected from any activity that would significantly alter their ecological integrity, balance or character, except in overriding public interest, including but not limited to: wetlands, floodways, flood plains, drainage ways, river or stream banks, and areas of significant biological productivity or uniqueness.
- 2.02.102 **CONSERVATION EASEMENT** shall mean an easement granting a right or interest in real property that is appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition and retaining such areas as suitable habitat for fish, plants, or wildlife, or maintaining existing land uses.
- 2.02.103 **CONSTRUCTION** shall mean on-site erection, fabrication, installation, alteration, demolition, or removal of any structure, facility, or addition thereto, including all related activities, but not restricted to, clearing of land, earth moving, blasting and landscaping. (*Ordinance No. 1083, 2-17-09*)
- 2.02.104 **CONTIGUOUS** shall mean the same as "Abut".
- 2.02.105 **CONTINUING CARE RETIREMENT COMMUNITY** shall offer services and housing packages that allow access to senior independent living, assisted living, and nursing care facilities. Seniors who are independent may live in a single-family home, apartment or condominium within the Continuing Care Retirement Community. When members of the community begin to need help with activities of daily living (e.g. bathing, dressing, eating, etc.), they may be transferred to an assisted living or nursing care facility on the same site.
- 2.02.106 **CONVENIENCE STORE** shall mean a one-story, retail store that is designed and stocked to sell primarily food, beverages, and other household supplies to customers who purchase only a relatively few items (in contrast to a "supermarket.") It is dependent on, and is designed to attract and accommodate large volumes of stop-and-go traffic. *Fuel sales shall be limited to automobiles, pick-up trucks, boats, recreational vehicles, motorcycles, and small motorized equipment.* (*Ordinance No. 1083, 2-17-09*)
- 2.02.107 **DENSITY** shall mean the number of dwelling units per gross acre of land.
- 2.02.108 **DEVELOPER** shall mean any person, corporation, partnership, or entity that is responsible for any undertaking that requires a building or zoning permit, conditional use permit or sign permit.
- 2.02.109 **DEVELOPMENT** shall mean any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations for which necessary permits may be required. *Also, shall mean any material change in the use or appearance of any structure or in the land itself; the division of land into separate lots; any change in the intensity or use of land, such as an increase in the number of dwelling units in a structure or a change to a commercial or industrial use from a less intensive use; any activity that alters a river, stream, lake, pond, woodland, wetland, endangered species habitat, aquifer or other resource area.* (*Ordinance No. 1083, 2-17-09*)
- 2.02.110 **DOG KENNEL** (See Kennel)
- 2.02.111 **DOWNZONING** shall mean a change in zoning classification of land to a less intensive or more restrictive district such as from commercial district to residential district or from a multiple family residential district to single family residential district.
- 2.02.112 **DRAINAGE** shall mean the removal of surface water or groundwater from land by drains, grading, or other means that include runoff controls to minimize erosion and sedimentation during and after construction or development, the means for preserving the water supply, and the prevention or alleviation of flooding. (*Ordinance No. 1083, 2-17-09*)
- 2.02.113 **DRIVEWAY** shall mean any vehicular access to an off-street parking or loading facility.
- 2.02.114 **DUPLEX** shall mean the same as "Dwelling, Two (2) Family".

2.02.115 **DWELLING** Any building or portion thereof which is designed and used exclusively for single family residential purposes, excluding mobile homes.

2.02.116 **DWELLING, MOBILE HOME** Any prefabricated structure, composed of one or more parts, used for living and sleeping purposes, shipped or moved in essentially a complete condition and mounted on wheels, skids or rollers, jacks blocks, horses, skirting or a permanent or temporary foundation or any prefabricated structure which has been or reasonably can be equipped with wheels or other devices for transporting the structure from place to place, whether by motive power or other means. The term mobile home shall include trailer home and camp car, but the definition shall not apply to any vehicle lawfully operated upon fixed rails.

2.02.116.1 Permanently Attached: Attached to real estate in such a way as to require dismantling, cutting away, unbolting from permanent continuous foundation or structural change in such mobile home in order to relocate it on another site in accordance to manufacturers recommendations.

2.02.116.2 Permanent Foundation: Base on which building rests to be constructed from either poured concrete or laid masonry block or brick placed on a footing located below ground level to a point below the frost line. *(Ordinance No. 1083, 2-17-09)*

2.02.117 **DWELLING, MULTIPLE FAMILY** shall mean a building or buildings designed and used for occupancy by three (3) or more families, all living independently of each other and having separate kitchen and toilet facilities for each family. *(Ordinance No. 1083, 2-17-09)*

2.02.118 **DWELLING, SINGLE FAMILY** a building having accommodations for or occupied exclusively by one family which meet all the following standards:

2.02.118.1 The home shall have no less than nine hundred (900) square feet of floor area, above grade, for single story construction;

2.02.118.2 The home shall have no less than an eighteen (18) foot exterior width;

2.02.118.3 The roof shall be pitched with a minimum vertical rise of two and one-half (2 1/2) inches for each twelve (12) inches of horizontal run;

2.02.118.4 The exterior material shall be of a color, material and scale comparable with those existing in residential site-built, single family construction;

2.02.118.5 The home shall have a non-reflective roof material that is or simulates asphalt or wood shingles, tile, or rock;

2.02.118.6 The home shall be placed on a continuous permanent foundation and have wheels, axles, transporting lights, and removable towing apparatus removed;

2.02.118.7 The home shall meet and maintain the same standards that are uniformly applied to all single-family dwellings in the zoning district; and

2.02.118.8 Permanent foundation: continuous perimeter base on which building rests to be constructed from either poured concrete or laid masonry block or brick *placed on a footing located below ground level to a point below the frost line*. *(Ordinance No. 1083, 2-17-09)*

2.02.119 **DWELLING, TWO (2) FAMILY** shall mean a building designed or used exclusively for the occupancy of two (2) families living independently of each other and having separate kitchen and toilet facilities for each family.

2.02.120 **DWELLING UNIT** One room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy or lease on a weekly, monthly, or longer basis, and physically separate from any other rooms or dwelling units which may be in the same structure, and containing independent cooking, toilet and sleeping facilities.

2.02.121 **EASEMENT** shall mean a space or a lot or parcel of land reserved for or used for public utilities or public or private uses.

2.02.122 **EDUCATIONAL FACILITY** shall mean a public or nonprofit institution or facility which conducts regular academic instruction at preschool, kindergarten, elementary, secondary, and collegiate levels, including graduate schools, universities, junior colleges, trade schools, nonprofit research institutions and religious institutions. Such institutions must either: (1) Offer general academic instruction equivalent to the standards established by the State Board of Education; or (2) Confer degrees as a college or university or undergraduate or graduate standing; or (3) Conduct research; or (4) Give religious instruction. Private schools, academies, or institutes incorporated or otherwise, which operate for a profit, commercial, or private trade schools are not included in this definition. *(Ordinance No. 1083, 2-17-09)*

2.02.123 **EFFECTIVE DATE** shall mean the date that this Ordinance shall have been adopted, amended, or the date land areas became subject to the regulations contained in this Ordinance as a result of such adoption or amendment.

2.02.124 **ENCROACHMENT** shall mean an advancement or intrusion beyond the lines or limits as designated and established be the Regulation, and to infringe or trespass into or upon the possession or right of others without permission.

2.02.125 **ENLARGEMENT** shall mean the expansion of a building, structure, or use in volume, size, area, height, length, width, depth, capacity, ground coverage, or in number.

2.02.126 **ENTERTAINMENT VENUE** shall mean any activity that includes, but is not limited to, a theatrical performance, live music performance, live or "virtual" disc jockey, or live or "virtual" master of ceremonies, held indoors or outdoors to which members of the public are invited with or without charge.

(Ordinance No. 7-15-14)

2.02.127 **ERECTED** shall mean constructed upon or moved onto a site.

2.02.128 **EVENT CENTER** shall mean all buildings and associated parking facilities which are kept, used, maintained, advertised, held out, leased out, or otherwise made available to private groups and/or the general public for such purposes as meetings, civic, educational, political, religious or social purpose such as receptions, dances, entertainment, secondhand merchandise sales and the like, and may include a banquet hall, private club or fraternal organization, but not including uses defined in Adult Establishment. (Ordinance No. 955, 7-19-05)

2.02.129 **EXERCISE, FITNESS and TANNING SPA** shall mean an establishment that provides exercise facilities for the purposes of running, jogging, aerobics, weight lifting, court sports, and/or swimming, as well as locker rooms, showers, massage rooms, tanning beds, hot tubs, saunas or other related accessory uses; however, excluding any uses defined as "adult entertainment establishments". (Ordinance No. 1083, 2-17-09)

2.02.130 **EXTERNAL DESIGN FEATURE** shall mean the general arrangement of any portion of a building, sign, landscaping, or structure and including the kind, color, and texture of the materials of such portion, and the types of roof, windows, doors, lights, attached or ground signs, or other fixtures appurtenant to such portions as will be open to public view from any street, place, or way.

2.02.131 **EXTRATERRITORIAL JURISDICTION** shall mean the area beyond the corporate limits, in which the City has been granted the powers by the state to exercise zoning and building regulations and is exercising such powers.

2.02.132 **FACADE** shall mean the exterior wall of a building exposed to public view from the building's exterior.

2.02.133 **FACTORY** shall mean a structure or plant within which something is made or manufactured from raw or partly wrought materials into forms suitable for use.

2.02.134 **FAMILY** shall mean a person living alone, or any of the following groups living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking, and eating facilities: (1) any number of people related by blood, marriage, adoption, guardianship, or duly-authorized custodial relationship; (2) up to four unrelated people and any related children; and (3) a group care home.

Family does not include any society, club, fraternity, sorority, association, lodge, organization, group of students, or other individuals where the common living arrangement is temporary or seasonal. Also, the term does not include any group of individuals who are in a group living arrangement as a result of criminal offenses. (Ordinance No. 1083, 2-17-09)

2.02.135 **FARM** an area containing at least twenty (20) acres or more which is used for growing of the usual farm products such as vegetables, fruit, and grain; storing of such products; and/or raising farm animals. The term farming includes the operating of such area for two or more of the above uses with the necessary accessory uses for treating or storing the produce and the feeding of livestock as hereinafter prescribed provided such accessory uses do not include the feeding of garbage or offal to swine or other animals. (Ordinance No. 1083, 2-17-09)

2.02.136 **FEEDLOT** shall mean a lot, yard, corral or other area in which livestock are confined, primarily for the purpose of feeding and growth prior to slaughter. The term does not include areas which are used for raising crops or other vegetation or upon which livestock are allowed to graze.

2.02.137 **FENCE, OPEN** shall mean a fence, including gates, which has fifty percent (50%) or more of the surface area in open spaces which affords direct views through the fence. (Ordinance No. 1083, 2-17-09)

2.02.138 **FENCE, SEASONAL** shall mean a temporary fence constructed of plastic or wood lathe erected and maintained from October through April to prevent snow drifting. (Ordinance No. 871, 10-15-02)

2.02.139 **FENCE, SOLID** shall mean any fence which does not qualify as an open fence.

2.02.140 **FESTIVAL** shall mean the sale of ethnic specialty, regional, and gourmet foods, art and crafts, live musical entertainment, in an outdoor setting. (Ordinance No. 1083, 2-17-09)

2.02.141 **FLOOD** (see Section 5.18.25 of this Ordinance)

2.02.142 **FLOOD PLAIN** (see Section 5.18.25 of this Ordinance)

2.02.143 **FLOODWAY** (see Section 5.18.25 of this Ordinance)

2.02.144 **FLOOR AREA** whenever the term "floor area" is used in this Regulation as a basis for requiring off-street parking for any structure, it shall be assumed that, unless otherwise stated, said floor area applies not only to the ground floor area but also to any additional stories of said structure. All horizontal dimensions shall be taken from the exterior faces of walls.

2.02.145 **FOOD SALES** shall mean establishments or places of business primarily engaged in the retail sale of food or household products for home consumption. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.

2.02.145.1 **FOOD SALES (LIMITED)** shall mean food sales establishments occupying 10,000 square feet or less of space.

2.02.145.2 **FOOD SALES (GENERAL)** shall mean food sales establishments occupying more than 10,000 square feet of space. Typically a supermarket.

2.02.146 **FRONTAGE** shall mean that portion of a parcel of property which abuts a dedicated public street or highway.

2.02.147 **GARAGE** shall mean a detached accessory building or *an attached portion of a dwelling* for the housing of vehicles, including carports. (*Ordinance No. 1083, 2-17-09*)

2.02.148 **GRADE** shall mean the average of the finished ground level at the center of all walls of a building. In case walls are parallel to and within five feet of a sidewalk, the ground level shall be measured at the sidewalk.

2.02.149 **GREENHOUSE** shall mean a building or premises used for growing plants, preparation of floral arrangements for off-site delivery to customers, cold storage of flowers or dry storage of materials used for agricultural or horticultural purposes.

2.02.150 **GROUND COVER** shall mean plant material used in landscaping which remains less than twelve (12) inches in height at maturity. (Also, see Landscaping)

2.02.151 **GROUP CARE HOME** shall mean a home which is operated under the auspices of an organization which is responsible for providing social services, administration, direction, and control for the home which is designed to provide twenty-four (24) hour care for individuals in a residential setting. *This term does not include any society, club, fraternity, sorority, association, lodge, organization, or group of students or other individuals where the common living arrangement is temporary or seasonal. Also, the term does not include any group of individuals who are in a group living arrangement as a a result of criminal offenses.* (*Ordinance No. 1083, 2-17-09*)

2.02.152 **GUNSMITH** shall mean a shop that designs, makes or repairs small firearms. (*Ordinance No. 1083, 2-17-09*)

2.02.153 **GUEST ROOM** shall mean a room which is designed to be occupied by one (1) or more guest for sleeping purposes, having no kitchen facilities, not including dormitories.

2.02.154 **HARD SURFACED** shall mean any surface used for movement of vehicular and / or pedestrians which is properly designed with permeable pavement, bricks, interlocking concrete pavers, asphalt or concrete. (*Ordinance No. 1083, 2-17-09*)

2.02.155 **HARMONY** shall mean a quality that represents an appropriate and congruent arrangement of parts, as in an arrangement of varied architectural and landscape elements.

2.02.156 **HAZARDOUS WASTE / MATERIALS** shall mean waste products of industrial or chemical process including finished surplus, used, contaminated or unwanted fertilizer, herbicide, petroleum products, or other such processed waste material. (*Ordinance No. 1083, 2-17-09*)

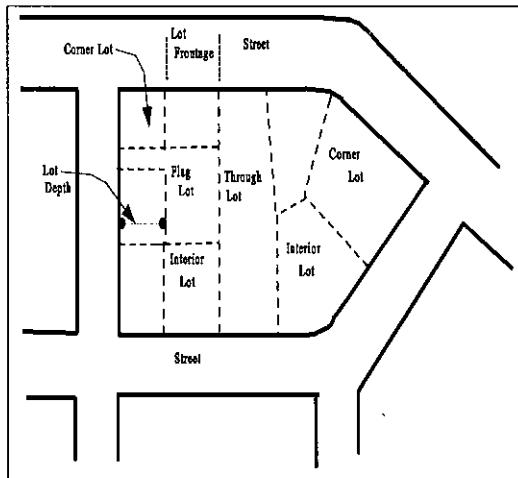
2.02.157 **HEALTH CLUB** shall mean privately owned for profit facilities such as gymnasiums, athletic clubs, recreational clubs, reducing salons, and weight control establishments. (*Ordinance No. 1083, 2-17-09*)

2.02.158 **HEDGE** shall mean a plant or series of plants, shrubs or other landscape material, so arranged as to form a physical barrier or enclosure.

2.02.157 **HOME OCCUPATION** shall mean an "in-home" or "home-based" business, industry, or service (not including uses defined as Adult Entertainment Establishment) operating from within a residential dwelling, or within an accessory structure in a residential zoning district. Home occupations shall be secondary and incidental in nature to the primary residential structure and/or property. Home Occupations shall satisfy the standards set forth in Section 7.10 of the City's Zoning Ordinance.

- 2.02.157.01 **Home Occupation I (Major)**: shall mean Home Occupations that include on-site sales or services and/or one part-time or full-time employee that does not reside on the premises.
- 2.02.157.02 **Home Occupation II (Minor)**: shall mean a Home Occupation that is not a Home Occupation I, including the following (a) a Home Occupation in which the sole activity is maintenance and use of an office in the home for telecommuting and/or deriving other income or sales; and (b) home-based craftmaking or cooking, which does not involve on-site sales. **(Ordinance No. 879, 11-19-02)**
- 2.02.157.03 Occupations defined as Home Occupation II are exempt from a conditional use permit and Home Occupation License. All Home Occupation I uses are required to have a Home Occupation License. **(Ordinance No. 879, 11-19-02)**
- 2.02.158 **HOME OCCUPATION LICENSE** shall mean a license provided to the owner/operator of a home occupation. Such license shall include (but not limited to) the following:
- 2.02.158.01 Application fee in accordance with Master Fee Schedule. **(Ordinance No. 879, 11-19-02)**
- 2.02.158.02 *For major Home Occupations requiring a Conditional Use Permit, a minimum of seventy-five percent (75%) of the households within two hundred feet (200') of the proposed home occupation shall indicate no objections, in writing, to the operation of such home occupation. A "no objections" signature form shall be provided by the City and said residents shall sign next to their respective address. (Ordinance No. 879, 11-19-02)*
- 2.02.158.03 A Conditional Use Permit is required for Home Occupation I uses, except Child Care Homes. **(Ordinance No. 879, 11-19-02)**
- 2.02.159 **HOME OCCUPATION PERMIT** (see Home Occupation License) **(Ordinance No. 879, 11-19-02)**
- 2.02.160 **HOME OCCUPATION TAX** (see Home Occupation License) **(Ordinance No. 879, 11-19-02)**
- 2.02.161 **HOSPITAL, ANIMAL** shall mean a place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to short-time boarding and shall be only incidental to such hospital use. **(Ordinance No. 871, 10-15-02)**
- 2.02.162 **HOTEL** shall mean a building or portion thereof, or a group of buildings, offering transient lodging accommodations on a daily rate to the general public and providing services associated with restaurants, meeting rooms, and recreational facilities. **(Ordinance No. 1083, 2-17-09)**
- 2.02.163 **HOUSE TRAILER** (see Dwelling, Mobile Home)
- 2.02.164 **HOUSEHOLD PET** shall mean an animal that is customarily kept for personal use or enjoyment within the home. Household pet shall include but not be limited to domestic dogs, domestic cats, domestic tropical birds, fish, and rodents.
- 2.02.165 **INCIDENTAL** shall mean a use, which is subordinate to the main use of a premise.
- 2.02.166 **INDOOR RECREATIONAL FACILITY** shall refer to use of a facility for purposes of recreation. *The use shall be completely enclosed within a building with the exception of retractable roofs. Examples include, but are not limited to sports courts, gymnastics, kart racing, batting cages, practice fields, and miniature golf. (Ordinance No. 1083, 2-17-09)*
- 2.02.167 **INDUSTRY** shall mean the manufacture, fabrication, processing reduction or destruction of any article, substance or commodity, or any other treatment thereof in such a manner as to change the form, character, or appearance thereof and including storage elevators, truck storage yards, warehouses, wholesale storage and other similar types of enterprise.
- 2.02.168 **INOPERABLE MOTOR VEHICLE** shall mean any motor vehicle which: (1) Does not have a current state license plate; or, (2) Which may or may not have a current state license plate, but is disassembled or wrecked in part or in whole, or is unable to move under its own power, or is not equipped as required by Nebraska State Law for operation upon streets or highways. A vehicle which is wholly or partially dismantled shall not be considered inoperable when said vehicle is inside a completely enclosed building.
- 2.02.169 **INTENSITY** shall mean the degree to which land is used referring to the levels of concentration or activity in uses ranging from uses of low intensity being agricultural and residential to uses of highest intensity being heavy industrial uses. High intensity uses are normally uses that generate concentrations of vehicular traffic and daytime population and are less compatible with lower intensive uses.
- 2.02.170 **INTENT AND PURPOSE** shall mean that the Commission and Council by the adoption of this Ordinance have made a finding that the health, safety, and welfare of the community will be served by the creation of the zoning districts and by the regulations prescribed therein.
- 2.02.171 **JUICE BAR** (See Adult Establishment)

- 2.02.172 **JUNK** shall be any worn-out, cast-off, old, or discarded articles of scrap, copper, brass, iron, steel, rope, rags, batteries, paper, trash, rubber, debris, waste, dismantled or wrecked automobiles, or parts thereof, and other old or scrap ferrous or nonferrous material.
- 2.02.173 **KENNEL** shall mean an establishment where three (3) or more dogs, cats, or other household pets, or non-farm/non-domestic or any combination of five (5) or more thereof, at least four (4) months of age are boarded as a business. (*Ordinance No. 1083, 2-17-09*)
- 2.02.174 **LABORATORY** shall mean a facility used for testing and analyzing medical and dental samples from off-site locations. Testing laboratories shall refer to soil and geotechnical research and analysis. Laboratories do not include human or animal research / testing facilities. (*Ordinance No. 1083, 2-17-09*)
- 2.02.175 **LANDSCAPE** shall mean plant materials, topography, and other natural physical elements combined in relation to one another and to man-made structures.
- 2.02.176 **LANDSCAPING** shall include the original planting of suitable vegetation in conformity with the requirements of this Regulation and the continued maintenance thereof.
- 2.02.177 **LAUNDRY SERVICE** shall mean an establishment that provides home-type washing, drying, and/or ironing facilities for customers on the premises. (*Ordinance No. 1083, 2-17-09*)
- 2.02.178 **LOADING AREA** shall mean an off-street space or berth on the same lot with a main building, or contiguous to a group of buildings, for the temporary parking of commercial vehicles while loading or unloading, and which abuts a street, alley, or other appropriate means of ingress and egress. (*Ordinance No. 1083, 2-17-09*)
- 2.02.179 **LOGIC OF DESIGN** shall mean accepted principles and criteria of validity in the solution of the problem of design.
- 2.02.180 **LOT** shall mean a parcel or tract of land which is or may be occupied by a use herein permitted, together with yards, and other open spaces herein required, that has frontage upon a street, and is a part of a recorded subdivision plat or has been recorded prior to the adoption of the Regulation, or a parcel of real property delineated on an approved record of survey, lot-split or sub-parceling map as filed in the office of the County Register of Deeds and abutting at least one (1) public street or right-of-way, two (2) easements with *dedicated public access*, or one (1) private road. (*Ordinance No. 1083, 2-17-09*)
- 2.02.181 **LOT AREA** shall mean the total area, on a horizontal plane, within the lot lines of a lot.
- 2.02.182 **LOT, CORNER** shall mean a lot located at the intersection of two (2) or more streets at an angle of not more than one hundred thirty-five (135) degrees. If the angle is greater than one hundred thirty-five (135) degrees, the lot shall be considered an "Interior Lot". The setbacks for a front yard shall be met on all abutting streets.
- 2.02.183 **LOT COVERAGE** shall mean the portion of a lot or building site which is occupied by any building or structure, excepting paved areas, walks and swimming pools, regardless of whether said building or structure is intended for human occupancy or not.
- 2.02.184 **LOT DEPTH** shall mean the horizontal distance between the front and rear lot lines measured in the mean direction of the side lot lines.
- 2.02.185 **LOT, DOUBLE FRONTAGE** shall mean a lot having a frontage on two non-intersecting streets as distinguished from a corner lot.
- 2.02.186 **LOT, FRONTAGE** shall mean the side of a lot abutting on a legally accessible street right-of-way other than an alley or an improved county road. For the purposes of this definition, on corner lots, all sides of a lot adjacent to streets or roads shall be considered frontage.
- 2.02.187 **LOT, INTERIOR** shall mean a lot other than a corner lot.
- 2.02.188 **LOT LINE** shall mean the property line bounding a lot.



- 2.02.189 **LOT LINE, FRONT** shall mean the property line abutting a street.
- 2.02.190 **LOT LINE, REAR** shall mean a lot line not abutting a street which is opposite and most distant from the front lot line.
- 2.02.191 **LOT LINE, SIDE** shall mean any lot line *that is not a front lot line or rear lot line.* (*Ordinance No. 1083, 2-17-09*)
- 2.02.192 **LOT, THROUGH** shall mean a lot having frontage on two (2) dedicated streets, not including a corner lot.
- 2.02.193 **LOT OF RECORD** shall mean a lot held in separate ownership as shown on the records of the County Register of Deeds at the time of the passage of a regulation or regulations establishing the zoning district in which the lot is located.
- 2.02.194 **LOT WIDTH** shall mean the average horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.
- 2.02.195 **MAIL ORDER SERVICES** shall mean an establishment primarily engaged in the retail sale of products by television, telemarketing, internet, catalog, and mail order. Such a use may include warehousing, shipping, and receiving of merchandise intended for retail sale. (*Ordinance No. 1083, 2-17-09*)
- 2.02.196 **MANUFACTURED HOME** A factory-built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site, which does not have permanently attached to its body or frame any wheels or axles, and which bears a label certifying that it was built in compliance with standards promulgated by the United States Department of Housing and Urban Development. (*Ordinance No. 1083, 2-17-09*)
- 2.02.197 **MANUFACTURED HOME PARK** shall mean a parcel of land under single ownership that has been planned and improved for the placement of manufactured housing used or to be used for dwelling purposes and where manufactured home spaces are not offered for sale or sold. The term "manufactured home park" does not include sales lots on which new or used manufactured homes are parked for the purposes of storage, inspection, or sale.
- 2.02.198 **MANUFACTURED HOME SUBDIVISION** shall mean any area, piece, parcel, tract or plot of ground subdivided and used or intended to be used for the purpose of selling lots for occupancy by manufactured homes.
- 2.02.199 **MANUFACTURING** shall mean uses primarily engaged in the mechanical or chemical transformation of materials or substances into new products. These uses are usually described as plants, factories, or mills and characteristically use power driven machines and materials handling equipment. Uses engaged in assembling component parts of manufactured products are also considered manufacturing if the new product is neither a structure nor other fixed improvement. Also included is the blending of material such as lubricating oils, plastics, resins, or liquors. Manufacturing production is usually carried on for the wholesale market, for interplant transfer, or to order for industrial users, rather than for direct sale to the domestic consumer.
- 2.02.200 **MANUFACTURING, LIGHT** shall mean an establishment engaged in the indoor manufacturing, assembly, fabrication, packaging or other industrial processing of finished parts or products, primarily from previously prepared materials, or the indoor provision of industrial services, where there are few external effects across property lines. This term includes but is not limited to a business engaged in the processing, fabrication, assembly, treatment, or packaging of food, textile, leather, wood, paper, chemical, plastic, or metal products, but does not include basic industrial processing from raw materials. (*Ordinance No. 1053, 1-15-08*)
- 2.02.201 **MAP, OFFICIAL ZONING DISTRICT** shall mean a map delineating the boundaries of zoning districts which, along with the zoning text, is officially adopted by the La Vista City Council.
- 2.02.202 **MASTER FEE SCHEDULE** shall mean a fee schedule maintained by the City of La Vista and passed, and amended periodically, which establishes the required fees to be collected for specific Planning, Zoning, Subdivision, and Building Inspection activities.
- 2.02.203 **MECHANICAL EQUIPMENT** shall mean equipment, devices, and accessories, the use of which relates to water supply, drainage, heating, ventilating, air conditioning, and similar purposes.
- 2.02.204 **MEDICAL / DENTAL OFFICES / CLINICS** shall mean a building or portion of a building containing offices and facilities for providing medical, dental, and psychiatric services for outpatients only. (*Ordinance No. 1083, 2-17-09*)
- 2.02.205 **MEETING HALL** shall mean a building designed for public assembly. (*Ordinance No. 1083, 2-17-09*)
- 2.02.206 **MICROBREWERY** (see Brew Pub) (*Ordinance No. 1083, 2-17-09*)

- 2.02.207 **MINI-STORAGE OR MINI-WAREHOUSE** (See Self-Service Storage Facility)
- 2.02.208 **MISCELLANEOUS REPAIR SERVICES** shall include electrical repair shops; watch, clock and jewelry repair shops; and re-upholstery and furniture repair. (See also Standard Industrial Classification (SIC) Major Group 76, published by the U.S. Department of Labor) (Ordinance No. 1053, 1-15-08)
- 2.02.209 **MISCELLANEOUS STRUCTURES** shall mean structures, other than buildings, visible from public ways. Examples are: memorials, antennas, water tanks and towers, sheds, shelters, fences, and walls, kennels, transformers, drive-up facilities. (Ordinance No. 1083, 2-17-09)
- 2.02.210 **MIXED USE** shall mean properties where various uses, such as office, commercial, institutional, and residential, are combined in a single building or on a single site in an integrated development project with significant functional interrelationships and a coherent physical design.
- 2.02.211 **MOBILE HOME** (See Dwelling, Mobile Home)
- 2.02.212 **MOBILE HOME PARK** (See Manufactured Home Park)
- 2.02.213 **MOBILE HOME SUBDIVISION** (See Manufactured Home Subdivision)
- 2.02.214 **MORTUARY** shall mean an establishment in which the deceased are prepared for burial or cremation. The facility may include funeral services and spaces for informal gatherings or display of funeral equipment. This classification excludes cemeteries. (Ordinance No. 1083, 2-17-09)
- 2.02.215 **MOTEL** (See Hotel)
- 2.02.216 **MOTOR VEHICLE** shall mean every self-propelled vehicle, not operated upon rails, except mopeds and self-propelled invalid chairs. (Ordinance No. 891, 2-04-03)
- 2.02.217 **NEWSSTAND** shall mean a temporary structure manned by a vendor, whom sells newspapers, magazines and other periodicals. (Ordinance No. 1083, 2-17-09)
- 2.02.218 **NON-CONFORMING STRUCTURE** shall mean a building or portion thereof which was lawful when established but which does not conform to subsequently established zoning or zoning regulations. (Ordinance No. 1083, 2-17-09)
- 2.02.219 **NON-CONFORMING USE** shall mean a use lawful when established but which does not conform to subsequently established zoning or zoning regulations.
- 2.02.220 **NUISANCE** shall mean anything that interferes with the use or enjoyment of property, endangers personal health or safety, or is offensive to the senses such as noise, dust, odor, smoke, gas, pollution, congestion, lighting, and litter.
- 2.02.221 **NURSERY** shall mean the use of a premises for the propagation, cultivation, and growth of trees, shrubs, plants, vines, and the like from seed or stock, and the sale thereof, and including the sale of trees, shrubs, plants, vines, and the like purchased elsewhere and transplanted into the soil of the premises. In connection with the sale of plants, such fungicides, insecticides, chemicals, peat moss, humus, mulches, and fertilizers as are intended to be used in preserving the life and health of the plants may be sold.
- 2.02.222 **NURSING CARE AND REHABILITATION FACILITIES** shall mean a type of care facility for persons with chronic illness or disability, particularly older people who have mobility and eating problems. These facilities are licensed by the State of Nebraska and offer 24-hour room and board and health care services, including basic and skilled nursing care, rehabilitation, hospice, and a full range of other therapies, treatments, and programs.
- 2.02.223 **OFFICE** shall mean a building or a portion of a building wherein services are performed involving, primarily, administrative, professional, or clerical operations.
- 2.02.224 **OFFICE PARK** shall mean a development which contains two or more separate office buildings, accessory and supporting uses, and open space all designed, planned, constructed, and maintained on a coordinated basis. (Ordinance No. 1083, 2-17-09)
- 2.02.225 **OPEN SPACE** shall mean a parcel or parcels of land, together with the improvements thereon, primarily set aside for recreational use and enjoyment, exclusive of land areas used for streets, alleys, roads, driveways, parking areas, structures, and buildings.
- 2.02.226 **OPEN SPACE, COMMON** shall mean a separate and distinct area set aside as open space within or related to a development, and not on individually owned lots or dedicated for public use, but which is designed and intended for the common use or enjoyment of the residents of the development. Rights-of-way, private streets, driveways, parking lots or other surfaces designed or intended for vehicular use or required yards shall not be included as common open space.

- 2.02.227 **OUTLOT** shall mean a lot remnant or parcel of land left over after platting, which is intended as open space or other use, for which no building permit shall be issued on any private structures.
- 2.02.228 **OUTDOOR STORAGE** shall mean the storage of any material for a period greater than 72 hours not in an enclosed building, including items for sale, lease, processing, and repair (including motor vehicles). (Ordinance No. 1083, 2-17-09)
- 2.02.229 **OVERLAY DISTRICT** shall mean a district in which additional requirements act in conjunction with the underlying zoning district. The *underlying* zoning district designation does not change. (Ordinance No. 1083, 2-17-09)
- 2.02.230 **OWNER** shall mean one (1) or more persons, including corporations, who have title to the property, building or structure in question.
- 2.02.231 **PARCEL** shall mean a lot or a contiguous group of lots in single ownership or under single control, which may be considered as a unit for purposes of development.
- 2.02.232 **PARK** shall mean any public or private land available for recreational, educational, cultural, or aesthetic use.
- 2.02.233 **PARKING AREA or VEHICULAR USE AREA** shall refer to all off street areas and spaces designed, used, required, or intended to be used for parking, including driveways or access ways in and to such areas. (Ordinance No. 1083, 2-17-09)
- 2.02.234 **PARKING SPACE** shall mean an area, other than a street or alley, reserved for the parking of an automobile, such space having a dimension not less than nine (9) feet wide by eighteen (18) feet long, plus such additional area as is necessary to afford adequate ingress and egress. (Ordinance No. 1083, 2-17-09)
- 2.02.235 **PERMANENT FOUNDATION** shall mean a base constructed from either poured concrete or laid masonry rock or brick and placed on a footing located below ground level to a point below the frost line upon which a building or structure is permanently attached.
- 2.02.236 **PERMANENTLY ATTACHED** shall mean connected to real estate in such a way as to require dismantling, cutting away, or unbolting in order to remove, relocate, or replace.
- 2.02.237 **PERMITTED USE** shall mean any land use allowed without condition within a zoning district.
- 2.02.238 **PERSON** shall mean an individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, City, County, special district or any other group or combination acting as an entity, except that it shall not include La Vista, Nebraska.
- 2.02.239 **PET HEALTH SERVICE** (see Hospital, Animal) (Ordinance No. 871, 10-15-02)
- 2.02.240 **PET SHOP** shall mean a retail establishment primarily involved in the sale of domestic animals, such as dogs, cats, fish, birds, and reptiles, excluding exotic animals and farm animals such as horses, cattle, goats, sheep and poultry.
- 2.02.241 **PINBALL or VIDEO GAMES BUSINESS** (See Amusement Arcade) (Ordinance No. 1083, 2-17-09)
- 2.02.242 **PLANNED UNIT DEVELOPMENT** shall mean a development designed to provide for an unusual or different arrangement of residential, business, or industrial uses in accordance with an approved development plan. (Ordinance No. 891, 2-04-03)
- 2.02.243 **PLANNING COMMISSION** shall mean the Planning Commission of La Vista, Nebraska.
- 2.02.244 **PLANT MATERIALS** shall mean trees, shrubs, vines, ground covers, grass, perennials, annuals, and bulbs.
- 2.02.245 **PLAT** shall mean a map showing the location, boundaries, and legal description of individual properties.
- 2.02.246 **POSTAL STATION** shall mean a commercial business which conducts the retail sale of stationery products, provides packaging and mail services (both U.S. Postal and private service), and provides mailboxes for lease. (Ordinance No. 1083, 2-17-09)
- 2.02.247 **PREMISES** shall mean a tract of land, consisting of one lot or irregular tract, or more than one lot or irregular tract, provided such lots or tracts are under common ownership, contiguous, and used as a single tract (See also, Parcel) (Ordinance No. 1083, 2-17-09)
- 2.02.248 **PRESCHOOL** shall mean a school or center for children under school age, whether licensed as a day care center or not, shall be approved by the Nebraska State Fire Marshall as being in safety conformance with the National Fire Protection Association, Pamphlet 101, known as the Life

Safety Code and shall be approved by the Nebraska Department of Health and Welfare as meeting their health and welfare standards. (*Ordinance No. 1083, 2-17-09*)

2.02.249 **PRINCIPAL BUILDING** shall mean a building within which the main or primary use of the lot or premises is located. (*See also Use, Principal*) (*Ordinance No. 1083, 2-17-09*)

2.02.250 **PUBLIC FACILITIES** shall mean any building held, used, or controlled exclusively for public purposes by any department or branch of federal, state, county, or city government. A building belonging to or used by the public for the transaction of public or quasi-public business. Public services may be rendered from such facilities. (*Ordinance No. 1083, 2-17-09*)

2.02.251 **PUBLIC SERVICES** shall mean services provided by a public agency within a government facility for purposes of public safety and emergency services, including a facility that provides police or fire protection and related administrative facilities. (*Ordinance No. 1083, 2-17-09*)

2.02.252 **RECREATIONAL ESTABLISHMENT** (*see Recreational Facility*) (*Ordinance No. 891, 2-04-03*)

2.02.253 **RECREATIONAL FACILITY** shall mean public or private facilities for the use of passive and active recreation including tennis, handball, racquetball, basketball, track and field, jogging, baseball, soccer, skating, swimming, or golf. This shall include country clubs and athletic clubs, but not facilities accessory to a private residence used only by the owner and guests, nor arenas or stadiums used primarily for spectators to watch athletic events. In addition, recreational facilities shall mean museums, amphitheaters, race tracks (including all motor powered vehicles) and wildlife conservation areas (used for public viewing), and theme parks. (*Ordinance No. 891, 2-04-03*)

2.02.254 **RECREATIONAL VEHICLE (RV)** shall mean a vehicular unit less than forty (40) feet in overall length, eight (8) feet in width, or twelve (12) feet in overall height, primarily designed as a temporary living quarters for recreational camping or travel use having either its own power or designed to be mounted on or drawn by a motor vehicle. Recreational vehicle includes motor home, truck camper, travel trailer, camping trailer, and fifth wheel.

2.02.255 **RESIDENCE** shall mean a building used, designed, or intended to be used as a home or dwelling place for one (1) or more families.

2.02.256 **RESERVATION CENTER** shall mean a travel agency; or other such agency involved in selling and arranging transportation, tours, trips, and accommodations for tourists. (*Ordinance No. 1083, 2-17-09*)

2.02.257 **RESTAURANT** shall mean a public eating establishment at which the primary function is the preparation and serving of food primarily to persons seated within the building.

2.02.258 **RESTAURANT, FAST FOOD** shall mean an establishment whose principal business is the sale of food and/or beverages in ready-to-consume individual servings, for consumption either within the establishment, for carryout, drive-thru, or drive-in; and where food and/or beverages are usually served in paper, plastic, or other disposable containers. (*Ordinance No. 1083, 2-17-09*)

2.02.259 **RETAIL TRADE** shall mean uses primarily engaged in selling merchandise for personal or household consumption and rendering services incidental to the sale of goods. Uses engaged in retail trade sell merchandise to the general public or to households for personal consumption.

2.02.260 **REZONING** shall mean an amendment to or change to the *Official Zoning District Map*. (*Ordinance No. 1083, 2-17-09*)

2.02.261 **RIGHT-OF-WAY** shall mean an area or strip of land, either public or private, on which an irrevocable right of passage has been dedicated, recorded, or otherwise legally established for the use of vehicles or pedestrians or both.

2.02.262 **ROAD, PRIVATE** shall mean a way, other than driveways, open to vehicular ingress and egress established for the benefit of certain, adjacent properties.

2.02.263 **ROAD, PUBLIC** shall mean all public right-of-way reserved or dedicated for *utilities and vehicular and pedestrian traffic*. (*Ordinance No. 1083, 2-17-09*)

2.02.264 **SATELLITE DISH ANTENNA** shall mean a round, parabolic antenna incorporating a reflective surface that is solid, open mesh, or bar configured and is in the shape of a shallow dish, or cone and used to transmit and/or receive radio or electromagnetic waves.

2.02.265 **SCREENING** shall mean a structure or planting that conceals from view from public ways the area behind such structure or planting.

2.02.266 **SELF-SERVICE STORAGE FACILITY** shall mean a building or group of buildings containing individual, compartmentalized, and controlled access stalls or lockers for storage.

2.02.267 **SERVICE STATIONS** shall mean buildings and premises where the primary use is the supply and dispensing at retail of motor fuels, lubricants, batteries, tires, and motor vehicle accessories and where light maintenance activities such as engine tune-ups, lubrications, and washing may be conducted, but not including heavy maintenance and repair such as engine overhauls, painting, and body repair.

2.02.268 **SETBACK, FRONT YARD** shall mean the line which defines the depth of the required front yard. Said setback line shall be parallel with the right-of-way line or other access way. (Ordinance No. 1083, 2-17-09)

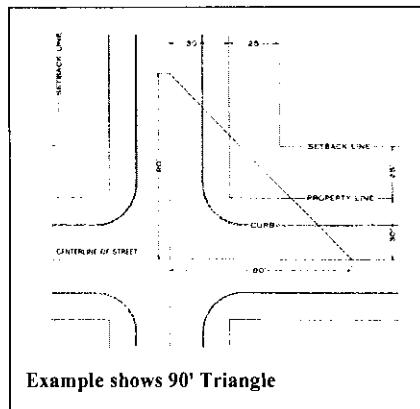
2.02.269 **SETBACK, REAR YARD OR SIDE YARD** shall mean the line which defines the width or depth of the required rear or side yard. Said setback line shall be parallel with the property line, offset by the perpendicular distance prescribed for the yard in the district. (Ordinance No. 1083, 2-17-09)

2.02.270 **SHOPPING CENTER** shall mean a group of commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery that is separated from customer access, aesthetic considerations, and protection from the elements.

2.02.271 **SHOPPING CENTER, COMMERCIAL STRIP** shall mean a commercial development, usually one store deep, that fronts on a major street for a distance of one city block or more. Includes individual buildings on their own lots, with or without on-site parking and small linear shopping centers with shallow on-site parking in front of the stores.

2.02.272 **SHOPPING CENTER, OUTLET** shall mean a commercial development that consists mostly of manufacturers' outlet stores selling their own brands at a discounted price. This definition includes all forms of centers, such as strip style, enclosed mall style, and village clustered style centers.

2.02.273 **SIGHT TRIANGLE** is an area at a street intersection in which nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of two-and-a-half (2 1/2) feet and ten (10) feet above the grades of the bottom of the curb of the intersecting streets, measured from the point of intersection of the centerline of the streets, sixty (60) feet in each direction along the centerline of the streets. At the intersection of major or other arterial streets, the sixty (60) foot distance shall be increased to ninety (90) feet for each arterial leg of the intersection. (Ordinance No. 891, 2-04-03)



Example shows 90' Triangle

2.02.274 **SIGN** shall mean and include any outdoor display, declaration, device, figure, drawing, illustration, message, placard, poster, billboard, insignia, or other things which are designed, intended, or used for direction, information, identification, or to advertise, to inform, or to promote any business, product activity, service, or any interest, except the following:

2.02.274.01 Signs less than fifty (50) square feet in area and less than twenty-five (25) feet in height of a public or quasi-public nature or other official notices that are authorized by the State of Nebraska, City of La Vista, or a Federal Government Agency, directional, informational, or other official signs or notices authorized by law.

2.02.275 **SIGN, ANIMATED** shall mean any sign that uses movement or change of lighting to depict action or create a special effect or scene.

2.02.276 **SIGN AREA** shall refer to that portion of a sign on which copy can be placed but not including the minimal supporting framework or bracing. The area of individually painted letter signs, individual letter signs or directly or indirectly illuminated individual letter signs, shall be calculated on the basis of the smallest geometric figure that will enclose the entire copy area of the sign. Any such calculation shall include the areas between the letters and lines, as well as the areas of any devices, illuminated or non-illuminated. (Ordinance No. 1083, 2-17-09)

2.02.277 **SIGN, AUDIBLE** shall mean any sign that conveys either a written message supported by an audible noise including music, spoken message, and / or sounds to attract attention to the sign. Audible signs also include signs conveying only the audible noise including music, spoken message, and / or sounds to attract attention.

2.02.278 **SIGN, BANNER** shall mean any sign of lightweight fabric or similar material that is

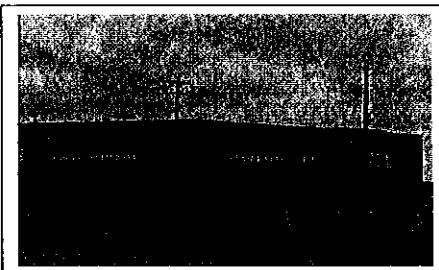


permanently mounted to a pole or building by a permanent frame at one or more edges. National flags, state or municipal flags, or official flag of any institution or business shall not be considered banners. Banner signs shall not represent a commercial message.

2.02.279 **SIGN, BILLBOARD** shall mean a sign that identifies or communicates a commercial or noncommercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located.

2.02.280 **SIGN, BUILDING MARKER** shall mean any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

2.02.281 **SIGN, CANOPY** shall mean any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy. (*Ordinance No. 1083, 2-17-09*)



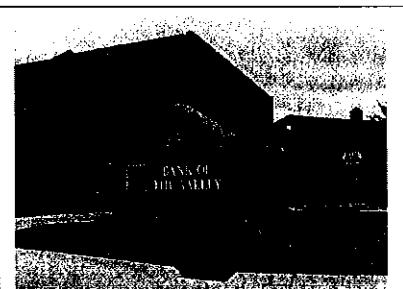
Sign, Canopy

2.02.282 **SIGN, CENTER IDENTIFICATION** shall mean any sign erected to provide direction to a development including multiple uses and / or structures within the development. Center Identification signs shall include the name of said development and may include the names of major tenants of the development. Center Identification Signs shall typically be similar to Ground (Monument) signs. (*Ordinance No. 1083, 2-17-09*)

2.02.283 **SIGN, CONSTRUCTION** shall mean a temporary sign identifying an architect, engineer, contractor, subcontractor, and/or building material supplier who participates in construction on the property on which the sign is located. (*Ordinance No. 871, 10-15-02*); (*Ordinance No. 1083, 2-17-09*)

2.02.284 **SIGN, ELECTRONIC MESSAGE BOARD** shall mean any sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means. (*Ordinance No. 1144, 5-17-11*)

2.02.285 **SIGN, FLASHING** shall mean a sign, which, by method or manner of illumination, flashes on or off, winks, or blinks with varying light intensity, shows motion, or creates the illusion of being on or off.



Sign, Monument
Sign, Electronic Message
Sign, Flashing

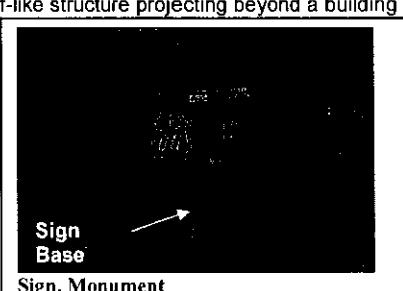
2.02.286 **SIGN, FREESTANDING** shall mean any sign supported by uprights or braces placed on or in the ground, which is used principally for advertising or identification purposes and is not supported by any building.

2.02.287 **SIGN, IDENTIFICATION** shall mean a sign giving the nature, logo, trademark, or other identifying symbol; address; or any combination of the name, symbol, and address of a building, business, development, or establishment on the premises where it is located.

2.02.288 **SIGN, ILLUMINATED** shall mean a sign illuminated in any manner by an artificial light source.

2.02.289 **SIGN, INCIDENTAL** shall mean a sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as "no parking," "entrance," "loading only," "telephone," and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental. Incidental signs may be attached or painted on the wall, or they may be freestanding signs. (*Ordinance No. 1083, 2-17-09*)

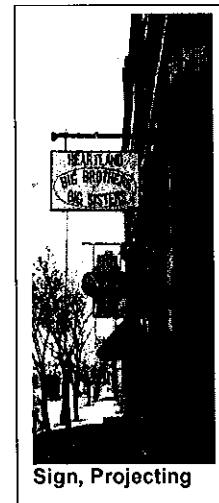
2.02.290 **SIGN, MARQUEE** shall mean any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.



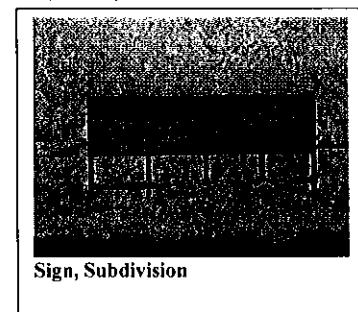
Sign, Monument

2.02.291 **SIGN, MONUMENT** shall mean a sign mounted directly to the ground with a maximum height not to exceed ten (10) feet.

- 2.02.292 **SIGN, NAMEPLATE** shall mean a sign not exceeding two (2) square feet for each dwelling.
- 2.02.293 **SIGN, NONCONFORMING** shall mean any sign that does not conform to the requirements of this ordinance
- 2.02.294 **SIGN, OFF-PREMISES** shall mean a sign including the supporting sign structure which directs the attention of the general public to a business, service, or activity not usually conducted, or a product not offered or sold, upon the premises where such sign is located.
- 2.02.295 **SIGN, ON-PREMISE** shall mean a sign, display, or device-advertising activities conducted on the property on which such sign is located.
- 2.02.296 **SIGN, PENNANT** shall mean any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.
- 2.02.297 **SIGN, POLE** shall mean a sign that is mounted on a freestanding pole or other support so that the bottom edge of the sign face is six (6) feet or more above grade.
- 2.02.298 **SIGN, PORTABLE** shall mean a sign, usually of a temporary nature, not securely anchored to the ground or to a building or structure and which obtains some or all of its structural stability with respect to wind or other normally applied forces by means of its geometry or character. Examples are: menu and sandwich board signs, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations (deliveries and transportation of personnel) of the business. This definition also includes any and all sandwich boards supported by human beings or animals.
- 2.02.299 **SIGN, PROJECT DIRECTORY** shall mean a sign fronting on a road containing only the name of the principal use and directional arrow to the principal use. Project directory signs are intended to direct attention to planned multi-tenant developments which are not easily accessible off of such roads and where on-premise signage for that development (or any tenants within the development) would not otherwise be visible by the motorists traveling on nearby arterial or collector roads at the closest point of access. (Ordinance No. 1144, 5-17-11)
- 2.02.300 **SIGN, PROJECTING** shall mean a projecting sign attached to a building in such a manner that its leading edge extends more than eight (8) inches beyond the surface of such building or wall.
- 2.02.301 **SIGN, REAL ESTATE** shall mean a temporary sign that identifies property or properties that are for sale or lease.
- 2.02.302 **SIGN, ROOF** shall mean a sign identifying the name of a business, enterprise, or the product sold on the premises and erected on or over the roof of a building. (Ordinance No. 1083, 2-17-09)
- 2.02.303 **SIGN SETBACK** shall mean the horizontal distance from the property line to the nearest projection of the existing or proposed sign.
- 2.02.304 **SIGN, SUBDIVISION** shall mean a sign erected on a subdivision which identifies the platted subdivision where the sign is located.
- 2.02.305 **SIGN SURFACE** shall mean the entire area of a sign.
- 2.02.306 **SIGN, SUSPENDED** shall mean a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.
- 2.02.307 **SIGN, TEMPORARY** shall mean a sign constructed of cloth, fabric, or other material with or without a structural frame intended for a limited period of display, including displays for holidays or public demonstrations. Temporary signs shall include portable signs as defined in this section.
- 2.02.308 **SIGN, VIDEO** shall mean any on-premises or off-premises sign that conveys either a commercial or non-commercial message, including a business or organization name, through means of a television or other video screen. *This definition shall include electronic message board signs.* (Ordinance No. 1083, 2-17-09)

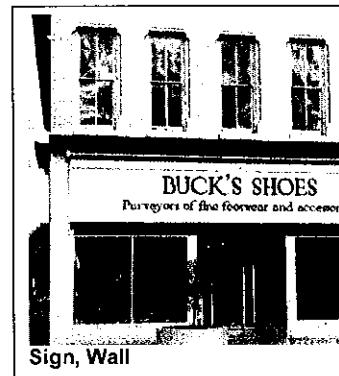


Sign, Projecting



Sign, Subdivision

2.02.309 **SIGN, WALL** shall mean any sign attached parallel to, but within eight inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.



2.02.310 **SIGN, WINDOW** shall mean any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

2.02.311 **SIGN BASE** shall mean any decorative, functional element extending upward from grade to the start of the sign.

2.02.312 **SIMILAR USE** shall mean the use of land, buildings, or structures of like kind or general nature with other uses within a zoning district as related to bulk, intensity of use, traffic generation and congestion, function, public services requirements, aesthetics or other similarities.

2.02.313 **SITE PLAN** shall mean a plan, prepared to scale, showing accurately and with complete dimensioning, the boundaries of a site and the location of all buildings, structures, uses, drives, parking, drainage, landscape features, and other principal site development improvements for a specific parcel of land.

2.02.314 **SOCIAL CLUB OR FRATERNAL ORGANIZATIONS** shall mean an association of persons (whether or not incorporated), religious or otherwise, for a common purpose, but not including groups which are organized primarily to render a service carried on as a business for profit.
(Ordinance No. 1083, 2-17-09)

2.02.315 **SOLID WASTE** shall mean waste materials consisting of garbage, trash, refuse, rubble, sewage, offal, dead animals, or paunch manure.

2.02.316 **SPECIAL or VOCATIONAL TRAINING FACILITIES** shall mean a specialized instructional establishment that provides on-site training of business, commercial, and/or trade skills such as accounting, data processing, and computer repair. This classification excludes establishments providing training in an activity that is not otherwise permitted in the zone. Incidental instructional services in conjunction with another primary use shall not be included in this definition.
(Ordinance No. 1083, 2-17-09)

2.02.317 **SPECIFIED ANATOMICAL AREAS** shall mean anatomical areas consisting of:

- 2.02.316.1 Less than completely and opaquely covered human genitals, pubic region, buttock, anus, or female breast(s) below a point immediately above the top of the areola; and,
- 2.02.316.2 Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

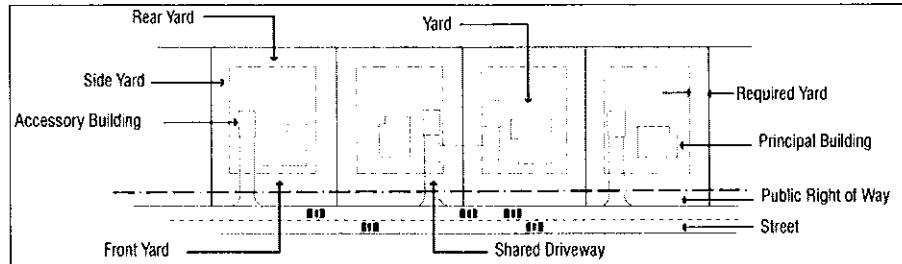
2.02.318 **SPECIFIED SEXUAL ACTIVITIES** shall mean activities consisting of the following:

- 2.02.318.01 Actual or simulated sexual intercourse, oral copulation, anal intercourse, oral-anal copulation, bestiality, direct physical stimulation of unclothed genitals, flagellation or torture in the context of a sexual relationship, or the use of excretory functions in the context of a sexual relationship, and any of the following sexually-oriented acts of conduct: Anilingus, buggery, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pederasty, pedophilia, piquerism, sapphism, zooerasty; or
- 2.02.318.02 Clearly depicted human genitals in the state of sexual stimulation, arousal, or tumescence; or
- 2.02.318.03 Use of human or animal ejaculation, sodomy, oral copulation, coitus, or masturbation; or
- 2.02.318.04 Fondling or touching of nude human genitals, pubic region, buttocks, or female breast(s); or
- 2.02.318.05 Situation involving a person or persons, any of whom are nude, clad in undergarments or in sexually revealing costumes, and who are engaged in activities involving the flagellation, torture, fettering, binding, or other physical restraint or any such persons; or
- 2.02.318.06 Erotic or lewd touching, fondling, or other sexually-oriented contact with an animal by a human being; or
- 2.02.318.07 Human excretion, urination, menstruation, vaginal, or anal irrigation.

2.02.319 **STATE** shall mean the State of Nebraska.

- 2.02.320 **STORAGE** shall mean the keeping, in a roofed or unroofed area, of any goods, junk, material, merchandise, or vehicles on the same tract or premises for more than thirty (30) days.
- 2.02.321 **STORY** shall mean a space in a building between the surface of any floor and the surface of the floor above, or if there is not floor above, then the space between such floor and the ceiling or roof above.
- 2.02.322 **STREET** shall mean a public thoroughfare or right-of-way dedicated, deeded, or condemned for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except as excluded in this Regulation.
- 2.02.323 **STREET, ARTERIAL** shall mean a street designed with the primary function of efficient movement of through traffic between and around areas of a City, City, or county with controlled access to abutting property.
- 2.02.324 **STREET, COLLECTOR** shall mean a street or high way, which is intended to carry traffic from a minor street to major streets. Collector streets are usually the principal entrance streets to residential developments and the streets for circulation within the development.
- 2.02.325 **STREET FRONTEAGE** shall mean the distance for which a lot line of a zone lot adjoins a public street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street.
- 2.02.326 **STREET, LOCAL** shall mean a street designed for local traffic that provides direct access to abutting residential, commercial, or industrial properties.
- 2.02.327 **STREET, PRIVATE** shall mean an open, unoccupied space, other than a street or alley dedicated to the public, but permanently established as the principal means of vehicular access to abutting properties. (*Ordinance No. 1083, 2-17-09*)
- 2.02.328 **STREETSCAPE** shall mean the scene as may be observed along a street *right-of-way* composed of natural and man-made components, including buildings, paving, plantings, *poles, signs, benches, and other miscellaneous amenities*. (*Ordinance No. 1083, 2-17-09*)
- 2.02.329 **STRUCTURE** shall mean anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming and wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts, and similar recreation areas.
- 2.02.330 **STRUCTURE, TEMPORARY** shall mean a structure permitted as a temporary use. (*Ordinance No. 1083, 2-17-09*)
- 2.02.331 **STRUCTURAL ALTERATION** shall mean any change in the support members of a building, such as in a bearing wall, column, beam or girder, floor or ceiling joists, roof rafters, roof diaphragms, foundations, piles, or retaining walls or similar components.
- 2.02.332 **SUBDIVISION** shall mean the division of land, lot, tract, or parcel into two or more lots, parcels, plats, or sites, or other divisions of land for the purpose of sale, lease, offer, or development, whether immediate or future. (*Ordinance No. 1083, 2-17-09*)
- 2.02.333 **TANNING SPA or SALON** shall mean any business that uses artificial lighting or other systems to produce a tan on an individual's body. These facilities may be either a stand-alone business or as an accessory use in spas, gyms, athletic clubs, health clubs, and styling salons. This use is not included with any type of adult establishment. (*Ordinance No. 1083, 2-17-09*)
- 2.02.334 **TAVERN AND COCKTAIL LOUNGE** shall mean any establishment whose principal business is serving alcoholic beverages at retail for consumption on the premises. (*Ordinance No. 1083, 2-17-09*)
- 2.02.335 **TELECOMMUNICATIONS FACILITY** shall mean any facility that transmits and/or receives signals by electromagnetic or optical means, including antennas, microwave dishes, horns, or similar types of equipment, towers or similar structures supporting such equipment, and equipment buildings. (*Ordinance No. 1083, 2-17-09*)
- 2.02.336 **TELEPHONE EXCHANGE** shall mean a building used exclusively for the transmission and exchange of telephone messages, but the term shall not include wireless communication towers. (*Ordinance No. 1083, 2-17-09*)
- 2.02.337 **TEMPORARY USE** shall mean a use intended for limited duration, *not to exceed six (6) months*, to be located in a zoning district not permitting such use. (*Ordinance No. 1083, 2-17-09*)

- 2.02.338 **THEATER** shall mean a building or structure used for dramatic, operatic, motion pictures, or other performance, for admission to which entrance money is received and no audience participation or meal service.
- 2.02.339 **TOWER** shall mean a structure situated on a site that is intended for transmitting or receiving television, radio, or telephone communications. (Also, see Antenna)
- 2.02.340 **TOWNHOUSE** shall mean a one-family dwelling unit, with a private entrance, which is part of a structure whose dwelling units are attached horizontally in a linear arrangement, and having a totally exposed front and rear wall to be used for access, light, and ventilation.
- 2.02.341 **TRANSPORTATION SERVICES** shall mean establishments providing services incidental to transportation, such as forwarding, packing, crating, or other means of preparing goods for shipping. (See also Standard Industrial Classification (SIC) Industry Group 473 and description 4783, published by the U.S. Department of Labor.) (Ordinance No. 1053, 1-15-08)
- 2.02.342 **USE, PRINCIPAL** shall mean the main use of land or structure, as distinguished from an accessory use. (Also, see Principal Building)
- 2.02.343 **UTILITARIAN STRUCTURE** shall mean a structure or enclosure relating to mechanical or electrical services to a building or development.
- 2.02.344 **UTILITY HARDWARE** shall mean devices such as poles, crossarms, transformers and vaults, gas pressure regulating assemblies, hydrants, and buffalo boxes that are used for water, gas, oil, sewer, and electrical services to a building or a project.
- 2.02.345 **UTILITY SERVICE** shall mean any device, including wire, pipe, and conduit, which carries gas, water, electricity, oil and communications into a building or development.
- 2.02.346 **VARIANCE** shall mean a relief granted by the Board of Adjustment from or variation of the provisions of this Ordinance, other than use regulations, as applied to a specific piece of property, as distinct from rezoning. (Ordinance No. 1083, 2-17-09)
- 2.02.347 **VETERINARY SERVICES** shall mean a building or part of a building used for the care, diagnosis, and treatment of sick, ailing, infirm, or injured animals, and those who are in need of medical or surgical attention. Such clinics may or may not also provide long-term lodging for ill or unwanted animals, or lodging for healthy animals on a fee basis. Such clinics may or may not also provide general grooming practices for such animals. (Ordinance No. 871, 10-15-02)
- 2.02.348 **WAREHOUSE** shall mean a building used primarily for the storage of goods and materials.
- 2.02.349 **WHOLESALE TRADE** shall mean a use primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional, farm or professional business users; or to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to such persons or companies. The principal types of establishments included are: Merchant wholesalers; sales branches and sales offices (but not retail stores) maintained by manufacturing enterprises apart from their plants for the purpose of marketing their products; agents, merchandise or commodity brokers, and commission merchants; petroleum bulk storage, assemblers, buyers, and associations engaged in cooperative marketing of farm products. The chief functions of uses in wholesale trade are selling goods to trading establishments, or to industrial, commercial, institutional, farm and professional; and bringing buyer and seller together. In addition to selling, functions frequently performed by wholesale establishments include maintaining inventories of goods; extending credit; physically assembling, sorting and grading goods in large lots, breaking bulk and redistribution in smaller lots; delivery; refrigeration; and various types of promotion such as advertising and label designing.
- 2.02.350 **WIND ENERGY SYSTEM or WIND ENERGY CONVERSION SYSTEM (WECS)** shall mean a wind-driven machine that converts wind energy into electrical power for the primary purpose of on-site use or resale for off-site use. (Ordinance No. 1083, 2-17-09)
- 2.02.351 **WIRELESS COMMUNICATIONS TOWER** shall mean a structure designed and constructed to support one or more antennas used by commercial wireless telecommunication facilities and including all appurtenant devices attached to it. A tower can be freestanding (solely self-supported by attachment to the ground) or supported (attached directly to the ground and with guy wires), of either lattice or monopole construction. (Ordinance No. 1083, 2-17-09)
- 2.02.352 **YARD** shall mean any open space on the same lot with a building or a dwelling group, which open space is unoccupied and unobstructed from the ground upward to the sky, except for building projections or for accessory buildings or structures permitted by this Regulation.

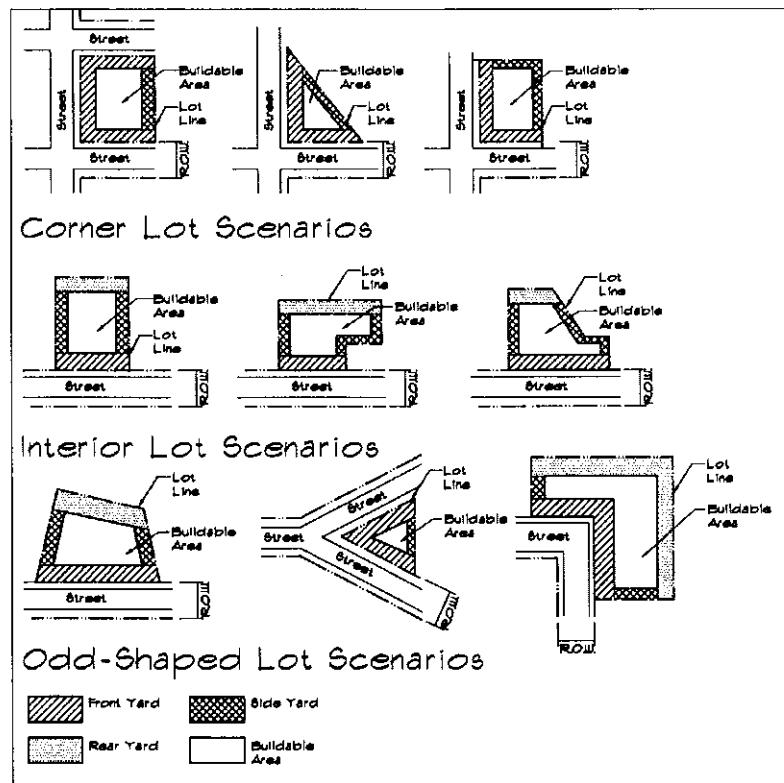


2.02.353 **YARD, FRONT** shall mean a space between the front yard setback line and the front lot line or *right-of-way line*, and extending the full width of the lot. (*Ordinance No. 1083, 2-17-09*)

2.02.354 **YARD, REAR** shall mean a space between the rear yard setback line and the rear lot line, extending the full width of the lot.

2.02.355 **YARD, SIDE** shall mean a space extending from the front yard or from the front lot line where no front yard is required by this Regulation, to the rear yard, or rear lot line, between a side lot line and the side yard setback line.

2.02.356 **ZONE LOT** shall mean a parcel of land in single ownership that is of sufficient size to meet minimum zoning requirements for area, coverage, and use, and that can provide such yards and other open spaces as required by the zoning regulations.



Example of possible Lot Configurations and Yard Requirements

SECTION 2. Amendment of Section 5.12. Section 5.12 of the Ordinance No. 848 is hereby amended to read as follows:

SECTION 5.12 C-3 HIGHWAY COMMERCIAL / OFFICE PARK DISTRICT

5.12.01 Intent: The Highway Commercial / Office Park District is intended for large scale commercial and office park development. In addition, this district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

5.12.02 Permitted Uses:

- 5.12.02.01 *Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (Ordinance No. 950, 3-1-05)*
- 5.12.02.02 Museum, art gallery.
- 5.12.02.03 *Entertainment Venue, indoor, not including uses defined in Adult Establishment. (Ordinance No. ___, 7-15-14)*
- 5.12.02.04 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
1. Book store, not including uses defined in Adult Establishment.
 2. Brew-on premises store.
 3. Dry cleaning and laundry pickup.
 4. Floral shop.
 5. Gift and curio shop.
 6. Jewelry store.
 7. Reservation center.
 8. Restaurants, cafes and fast food establishment.
 9. Travel agencies.
 10. Office Park developments.
 11. Video store, not including uses defined in Adult Establishment.
 12. Meeting Halls not including Adult Establishments.
 13. *Theater, indoor, not including uses defined in Adult Establishment. (Ordinance No. ___, 7-15-14)*
 14. *Coffee kiosks. (Ordinance No. ___, 7-15-14)*
 15. *Department stores. (Ordinance No. ___, 7-15-14)*
 16. *Retail trade centers. (Ordinance No. ___, 7-15-14)*
 17. *Shopping centers. (Ordinance No. ___, 7-15-14)*
 18. *Commercial strip shopping center. (Ordinance No. ___, 7-15-14)*
- 5.12.02.04 *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*

5.12.03 Permitted Conditional Uses:

- 5.12.03.01 Automobile display, sales, service, and repair.
- 5.12.03.02 Brew Pubs.
- 5.12.03.03 Micro breweries when in conjunction with a restaurant.
- 5.12.03.04 *Entertainment Venue, indoor, but which may include outdoor events, not including uses defined in Adult Establishment. (Ordinance No. ___, 7-15-14)*
- 5.12.03.05 Automated Teller Machines when not within the interior of a primary use.
- 5.12.03.06 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.12.03.07 Convenience store with limited fuel sales.
- 5.12.03.08 Churches and temples.
- 5.12.03.09 Hotels, including restaurants, convention and meeting facilities and other related uses, not including uses defined in Adult Establishment.
- 5.12.03.10 Outlet Shopping Center.
- 5.12.03.11 Health Clubs and tanning salon, not including uses defined in Adult Establishment.
- 5.12.03.12 Health Recreation Facilities, not including uses defined in Adult Establishment.
- 5.12.03.13 *Child care center. (Ordinance No. 1041, 7-17-07)*
- 5.12.03.14 *Colleges and Universities. (Ordinances No. 1169, 3-6-12)*

5.12.04 Permitted Temporary Uses

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. *All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter. (Ordinance No. 998, 7-18-06)*

- 5.12.04.01 Temporary greenhouses.
- 5.12.04.02 Temporary structures as needed for sidewalk and other outdoor sales events.
- 5.12.04.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.
- 5.12.04.04 Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*
- 5.12.04.05 Temporary structure for festivals or commercial events.

5.12.05 Permitted Accessory Uses

- 5.12.05.01 Buildings and uses customarily incidental to the permitted uses.
- 5.12.05.02 Parking as permitted in Section 7.05 through 7.09.
- 5.12.05.03 Signs allowed in Section 7.01 through 7.04.
- 5.12.05.04 Landscaping as required by Section 7.17.

5.12.06 Height and Lot Requirements:

- 5.12.06.01 The height and minimum lot requirements shall be as follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	-	25' ¹	15'	15'	90' ²	60%

Permitted Conditional Uses	10,000	-	25 ¹	15'	15'	90 ²	60%
¹	25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.						
²	Any building within 100 feet of a residentially zoned district shall not exceed 45 feet in height. (Ordinance No. 1082, 11-18-08)						

5.12.07 Use Limitations:

- 5.12.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.14.04.
- 5.12.07.02 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

SECTION 3. Repeal of Sections 2.02 and 5.12 as Previously Enacted. Sections 2.02 and 5.12 of Ordinance No. 848 as previously enacted are hereby repealed.

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

SECTION 5. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

SECTION 6. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 15TH DAY OF JULY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 15, 2014 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR REZONING, FINAL PUD, FINAL PLAT & SUBDIVISION AGREEMENT, LOTS 42, 43A, 43B, 44A, 44B & 45, BROOK VALLEY BUSINESS PARK (N OF HARRY WATANABE DR. & W OF 108 TH ST.)	◆ RESOLUTION (3) ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

An ordinance has been prepared for a rezoning to add the Planned Unit Development (PUD) Overlay District, and three resolutions have been prepared to approve the Final PUD Plan, Final Plat and Subdivision Agreement for approximately 15.3 acres located north of Harry Watanabe Drive and west of 108th Street.

FISCAL IMPACT

None.

RECOMMENDATION

Approval, contingent on City Engineer review and approval of the final exhibits to the subdivision agreement.

BACKGROUND

An ordinance and three resolutions have been prepared to consider a rezoning to add the Planned Unit Development (PUD) Overlay District and for approval of the Final PUD Plan, Final Plat and Subdivision Agreement applications by BV 44, LLC, on approximately 15.3 acres currently platted as Lots 42, 43A, 43B, 44A, 44B and 45, Brook Valley Business Park, to be replatted as Lots 1 thru 5, Brook Valley Corporate Park), generally located north of Harry Watanabe Drive and west of 108th Street.

A public hearing was held at the May 20, 2014, Council meeting to consider the rezoning and for approval of the Preliminary PUD Plan and Preliminary Plat.

The property is currently zoned I-2 Heavy Industrial District. The applicant has requested a rezoning to I-2 PUD (Planned Unit Development) to allow for the development of an additional lot without frontage on a dedicated right-of-way. Approval of the Preliminary PUD Plan and Preliminary Plat by the City Council on May 20th allowed the applicant to proceed with the submittal of the Final PUD Plan, Final Plat (proposed Lots 1 thru 5, Brook Valley Corporate Park) and Subdivision Agreement. Approval of the rezoning to the PUD is also proposed to be finalized by ordinance at this time.

A detailed staff report is attached.

The Planning Commission held a public hearing on June 19, 2014, and unanimously recommended approval of the Final Plat to the City Council (the Planning Commission was not required to review the Final PUD Plan as it was consistent with the Preliminary PUD Plan).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMENDING THE ZONING DISTRICT MAP OF THE CITY OF LA VISTA, NEBRASKA; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE.

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

Section 1. In accordance with Section 5.15 of the La Vista Zoning Ordinance, the I-2 (Zoning District) zoning on the following described real estate, to wit:

LOTS 42, 43A, 43B, 44A, 44B AND 45, BROOK VALLEY BUSINESS PARK, TO BE REPLATTED AT LOTS 1 THRU 5, BROOK VALLEY CORPORATE PARK, A SUBDIVISION LOCATED IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, GENERALLY LOCATED NW OF 108TH STREET AND HARRY WATANABE DRIVE

is hereby overlaid with a PUD (Planned Unit Development) zone as indicated in the plan previously approved by the La Vista Planning Commission, concerning such described real estate. Said overlay does not change the underlying I-2 zoning on said real estate as authorized in the PUD plan. The Final PUD development plan as submitted by the owner(s) is hereby approved and shall be filed in the office of the City Clerk.

Section 2. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED THIS 15TH DAY OF JULY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

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Brook Valley Corporate Park.Doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR LOTS 1 THRU 5, BROOK VALLEY CORPORATE PARK, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

- WHEREAS, the owners of the above described piece of property have made application for approval of a final planned unit development plan for Lots 1 thru 5, Brook Valley Corporate Park; and
- WHEREAS, the City Planner and the City Engineer have reviewed the final planned unit development plan; and
- WHEREAS, the final planned unit development plan is consistent with the preliminary planned unit development plan approved by the City Council on May 20, 2014.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final Planned Unit Development (PUD) plan for Lots 1 thru 5, Brook Valley Corporate Park, located in the SE 1/4 of Section 17, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located northwest of 108th Street and Harry Watanabe Drive be, and hereby is, approved.

PASSED AND APPROVED THIS 15TH DAY OF JULY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR LOTS 42, 43A, 43B, 44A, 44B AND 45, BROOK VALLEY BUSINESS PARK, TO BE REPLATTED AS LOTS 1 THRU 5, BROOK VALLEY CORPORATE PARK, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a final plat for Lots 42, 43A, 43B, 44A, 44B and 45, Brook Valley Business Park, to be replatted as Lots 1 thru 5, Brook Valley Corporate Park; and

WHEREAS, the City Engineer has reviewed the final plat; and

WHEREAS, on June 19, 2014 the La Vista Planning Commission held a public hearing and reviewed the final plat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final plat for Lots 42, 43A, 43B, 44A, 44B and 45, Brook Valley Business Park, to be replatted as Lots 1 thru 5, Brook Valley Corporate Park, a subdivision located in the Southeast $\frac{1}{4}$ of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northwest of 108th Street and Harry Watanabe Drive, be, and hereby is, approved.

PASSED AND APPROVED THIS 15TH DAY OF JULY, 2014.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 THRU 5, BROOK VALLEY CORPORATE PARK SUBDIVISION.

WHEREAS, the City Council did on July 15, 2014, approve the final plat for Lots 1 thru 5, Brook Valley Corporate Park Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, BV 44, LLC, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the July 15, 2014, City Council meeting for the Brook Valley Corporate Park Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council final plat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 15TH DAY OF JULY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: 2014-SUB-02

FOR HEARING OF: July 15, 2014

Report Prepared on: July 2, 2014

I. GENERAL INFORMATION

A. APPLICANT:

BV 44, LLC
105 N. 31st Avenue, 2nd Floor
Omaha, NE 68131

B. PROPERTY OWNER:

BV 44, LLC
105 N. 31st Avenue, 2nd Floor
Omaha, NE 68131

C. LOCATION: North of Harry Watanabe Drive, West of 108th Street

D. LEGAL DESCRIPTION: Lots 42, 43A, 43B, 44A, 44B, and 45
Brook Valley Business Park

E. REQUESTED ACTION(S): Rezoning to add the PUD Overlay
District, approval of the Final PUD Plan and Final Plat for Lots 42,
43A, 43B, 44A, 44B, and 45 Brook Valley Business Park.

F. EXISTING ZONING AND LAND USE: I-2 – Heavy Industrial;
abandoned golf range on Lots 43B and 44B Brook Valley Business
Park; Lots 42, 43A, 44A, and 45 Brook Valley Business Park are
vacant.

G. PURPOSE OF REQUEST: Proposed rezoning to add the PUD
Overlay District, approval of a Final PUD Plan and Final Plat.

H. SIZE OF SITE: 15.369 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property is relatively flat
with a steep incline along the north and east sides. An abandoned
golf range exists on Lots 43B and 44B Brook Valley Business Park.
The remaining property has a mix of trees and overgrowth.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Mixed Industrial Uses, I-2 Heavy Industrial; Lot 2 Brook Valley Business Park Replat Four and Tax Lot 1A2 17-14-12
2. **East:** Brentwood Park Multi-Family Apartment Complex, R-3 Multi-Family Residential; Lot 233 Val Vista

3. **South:** Yahoo Inc., I-2 Heavy Industrial; Lot 1 Brook Valley Business Park Replat Three
4. **West:** Vacant/Agricultural, TA Transitional Agriculture; Tax Lot 1A1A1A & Tax Lot 2B2 17-14-12

C. RELEVANT CASE HISTORY:

1. The applicant has previously applied for a Preliminary Plat and Preliminary PUD Plan for this development. Both were approved by the City Council at their meeting on May 20, 2014.

D. APPLICABLE REGULATIONS:

1. Section 5.14 of the Zoning Regulations – I-2 Heavy Industrial District
2. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development (Overlay District)
3. Sections 3.04 and 3.05 of the Subdivision Regulations – Final Plats

III. ANALYSIS

- A. **COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates the area for industrial uses.
- B. **OTHER PLANS:** Not applicable.
- C. **TRAFFIC AND ACCESS:**
 1. The main access points for the properties will be via common access drive connections to Harry Watanabe Drive.
 2. It was determined by the City Engineer that the existing traffic study would not have to be amended for the proposed actions.
- D. **UTILITIES:**
 1. The properties have access to water, sanitary sewer, gas, power and communication utilities along Harry Watanabe Drive.

IV. REVIEW COMMENTS:

1. The Planning Commission previously reviewed and recommended approval of the Preliminary Plat and Preliminary PUD Plan for this development. Both documents were approved by the City Council at their meeting on May 20, 2014.
2. Chapter 154 of the City Municipal Code requires a Post Construction Storm Water Management Plan (PCWSMP) for any development in the subject area. A permit will be required through the Permix website that is utilized by all Papillion Creek Watershed Partnership communities. A PCSWMP and a draft Maintenance

Agreement has been provided in the draft Subdivision Agreement. The PCSWMP will be reviewed in detail as part of the review process through the Permix web site, but the concept of using an extended detention basin to serve both lots is acceptable.

3. Storm water management fees will be collected and remitted to the Papillion Creek Watershed Partnership at the time of building permits in accordance with the Interlocal Agreement with the Papillion Creek Watershed Partnership.

V. STAFF RECOMMENDATION – Rezoning and Final PUD Plan:

Approval of Rezoning from I-2 to I-2 PUD and Final PUD Plan for Lots 42, 43A, 43B, 44A, 44B, and 45 Brook Valley Business Park.

VI. PLANNING COMMISSION RECOMMENDATION – Rezoning and Final PUD Plan:

The Planning Commission held a public hearing on April 17, 2014 and unanimously recommended approval of the Rezoning and Preliminary PUD Plan to City Council, conditional on the satisfactory resolution of the issues noted in the review letter. The Planning Commission was not required to review the Final PUD as there have been no changes to the PUD Plan since the Preliminary PUD was presented to the Commission in April.

VII. STAFF RECOMMENDATION – Final Plat:

Approval of Brook Valley Corporate Park Final Plat, contingent on City Engineer review and approval of the final exhibits to the subdivision agreement.

VIII. PLANNING COMMISSION RECOMMENDATION – Final Plat:

The Planning Commission held a public hearing on June 19, 2014 and unanimously recommended approval of the Final Plat to City Council.

IX. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Final PUD Maps
3. Final Plat Map
4. Subdivision Agreement

X. COPIES OF REPORT SENT TO:

1. Dave Petrocchi, EAD Engineering
2. Neeraj Agarwal, White Lotus Group
3. Public Upon Request

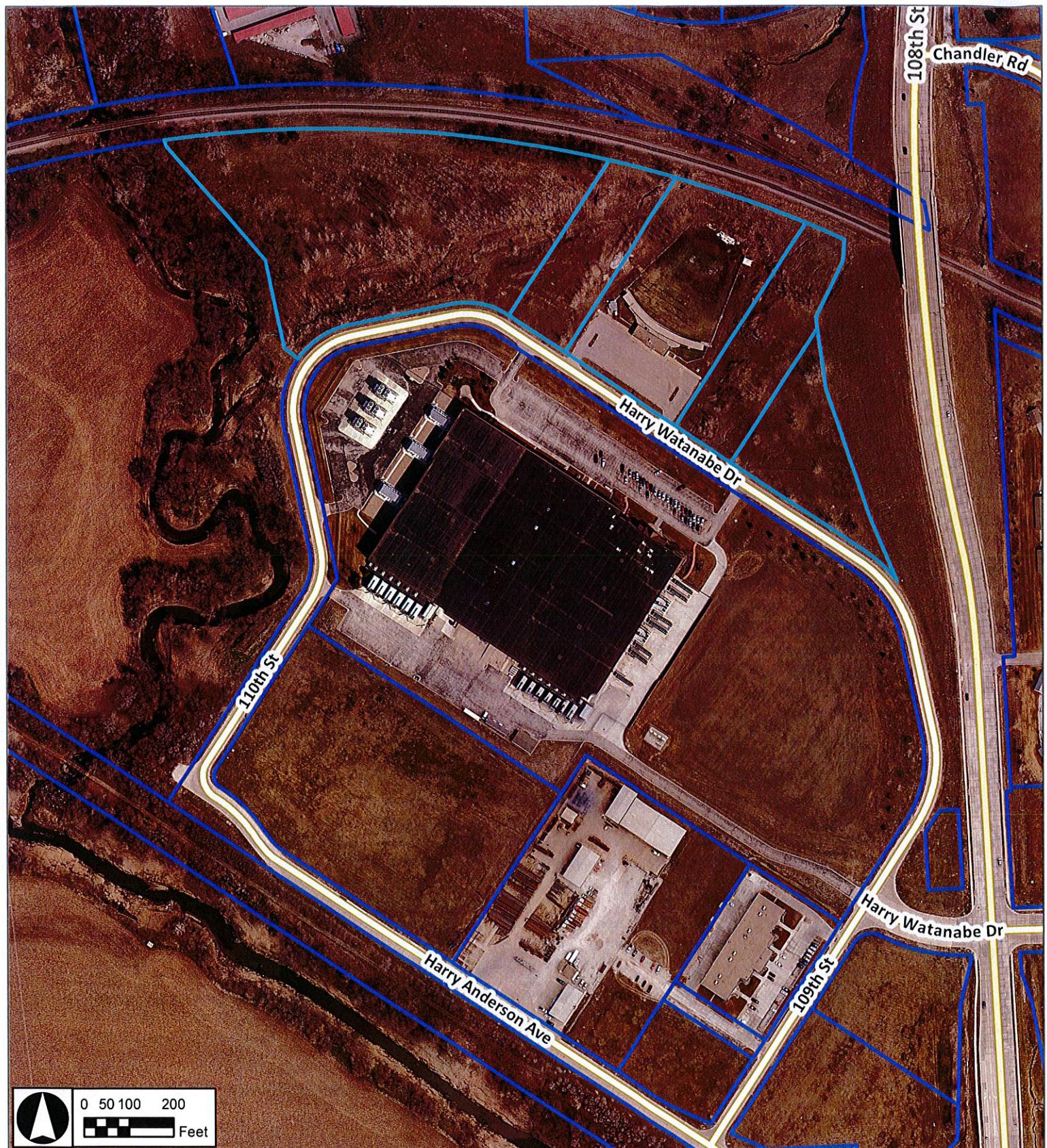
Prepared by:


Christopher Jolling
Community Development Director


Am Brid
7-9-14

Date

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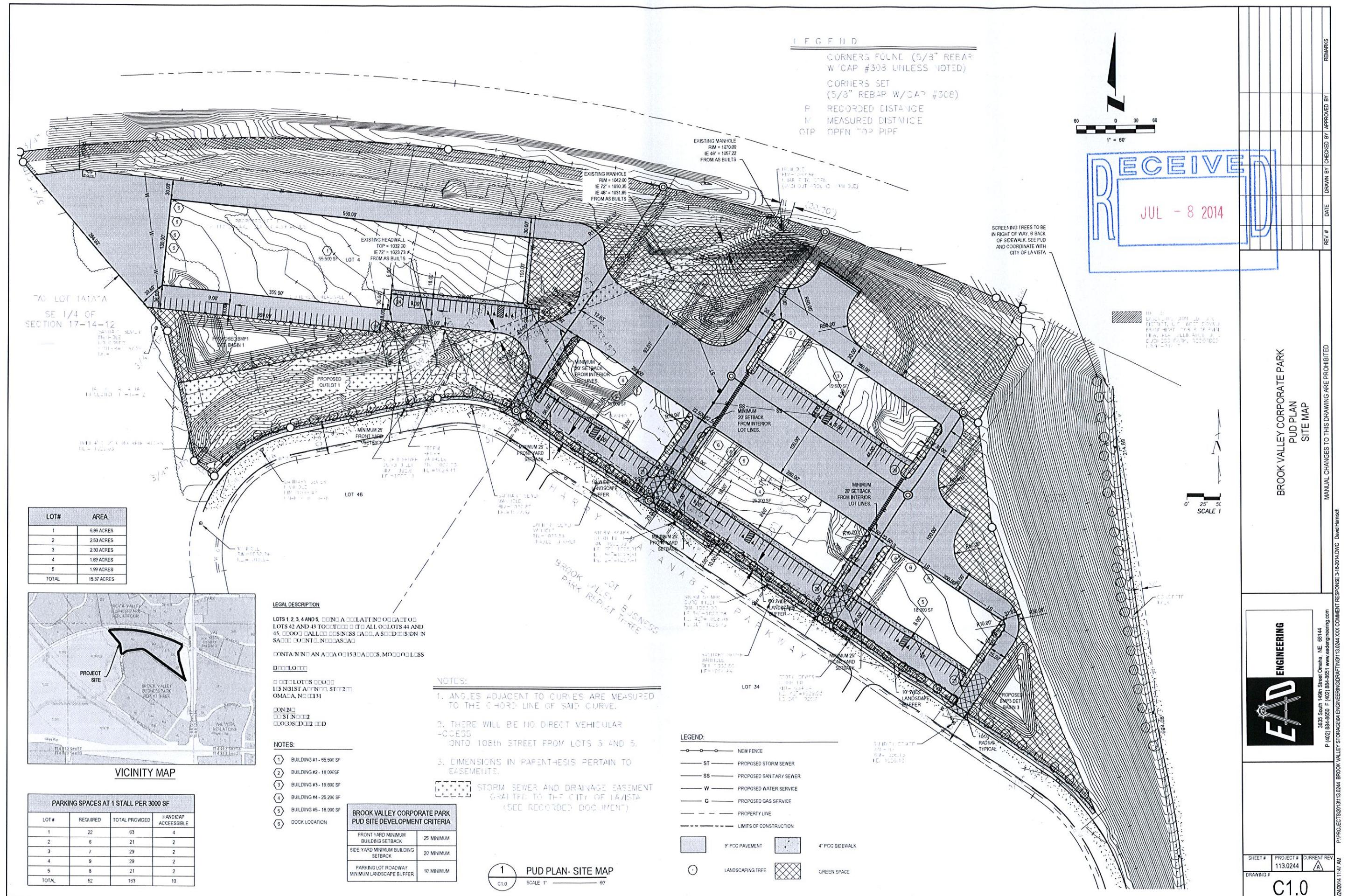


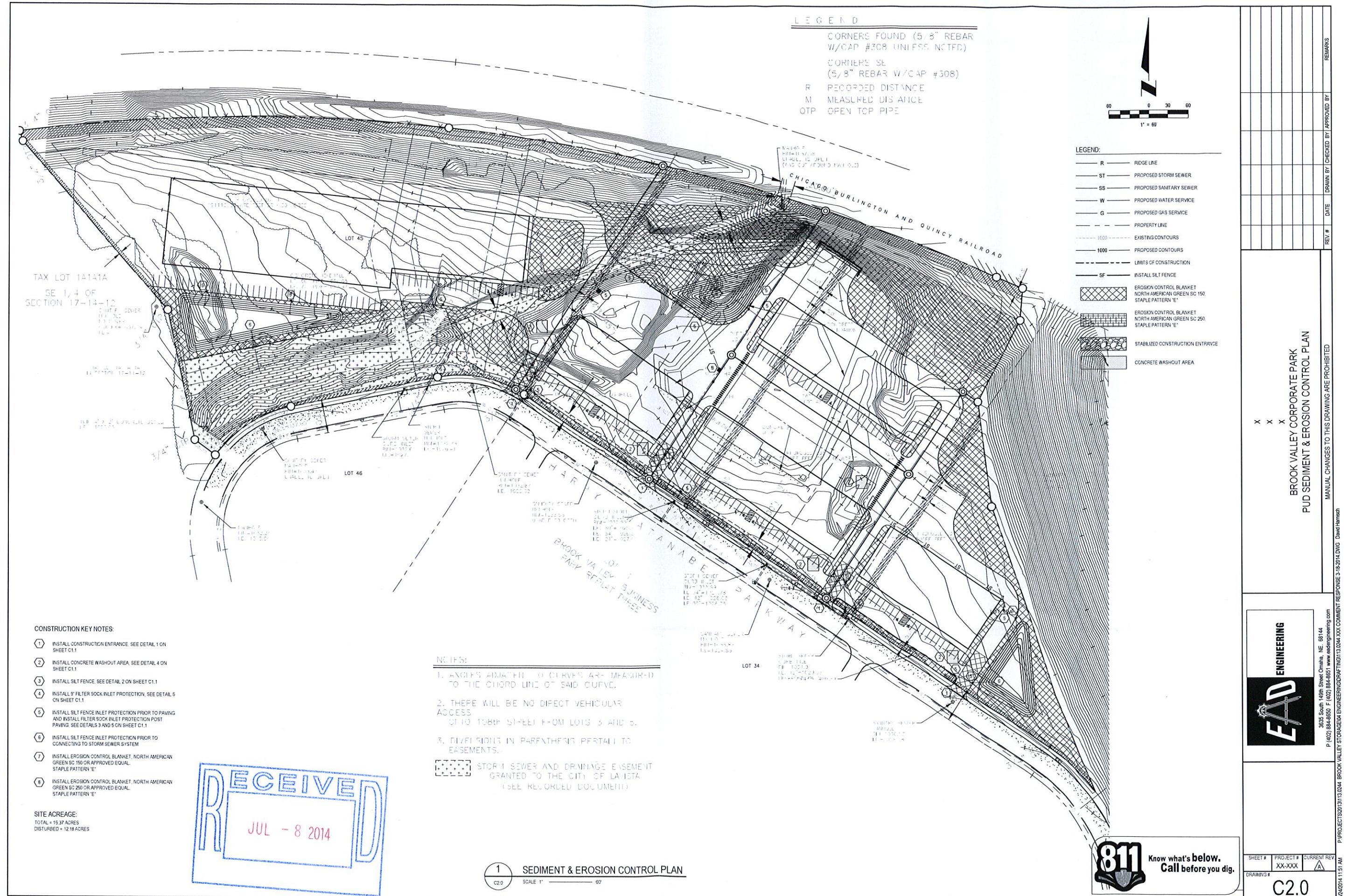
Vicinity Map

Brook Valley Corporate Park

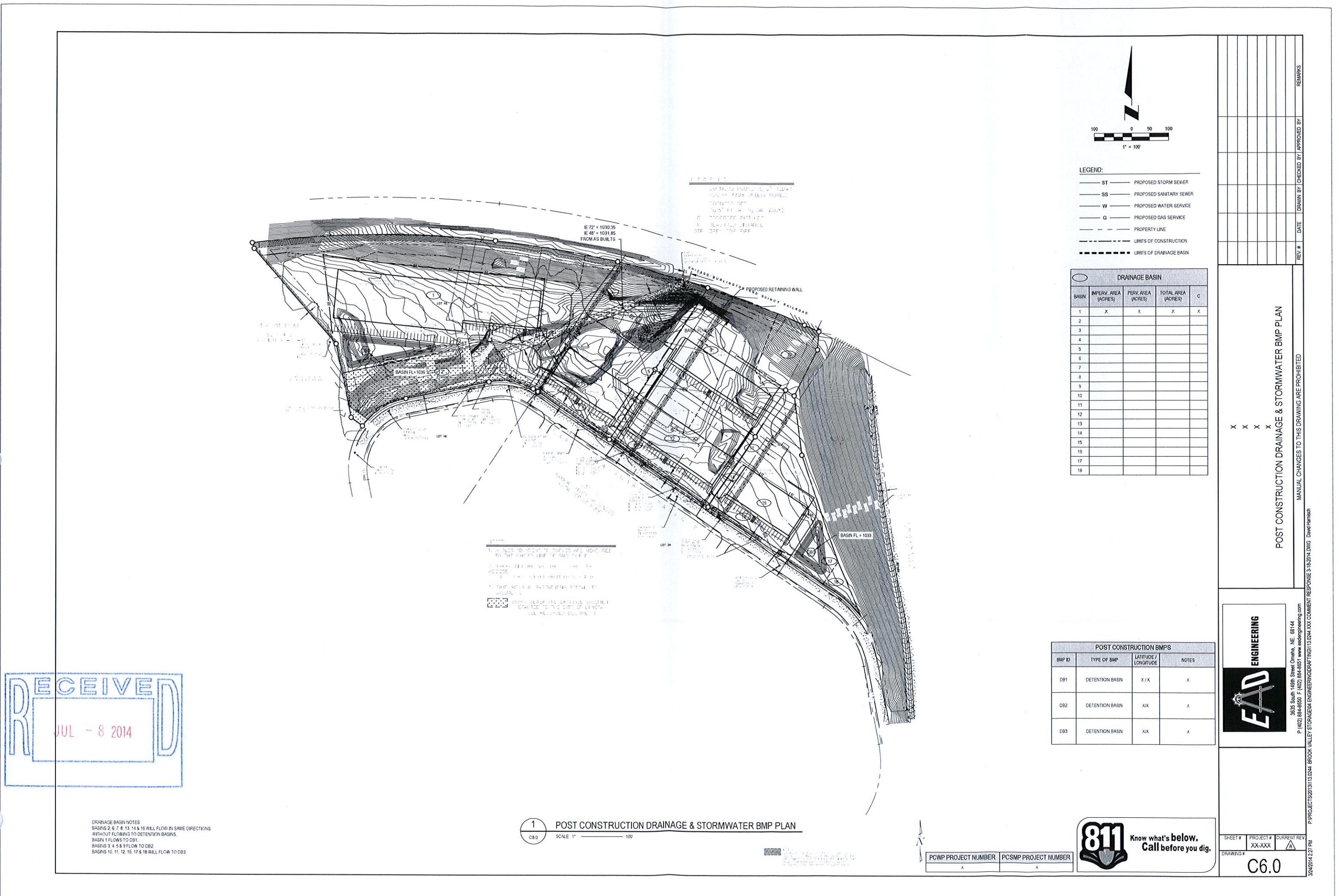
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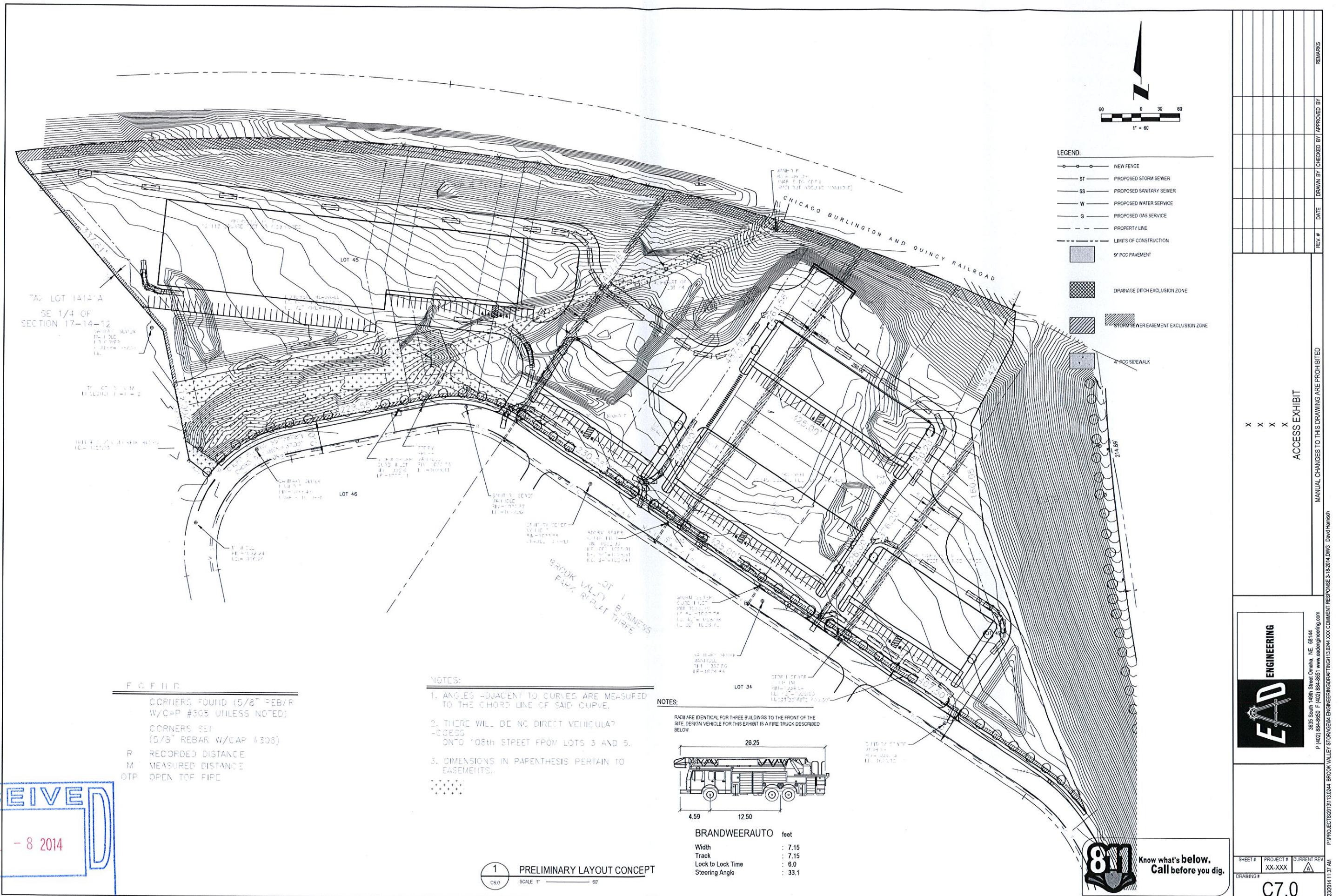








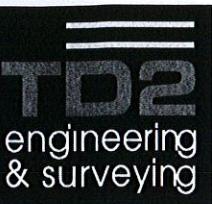
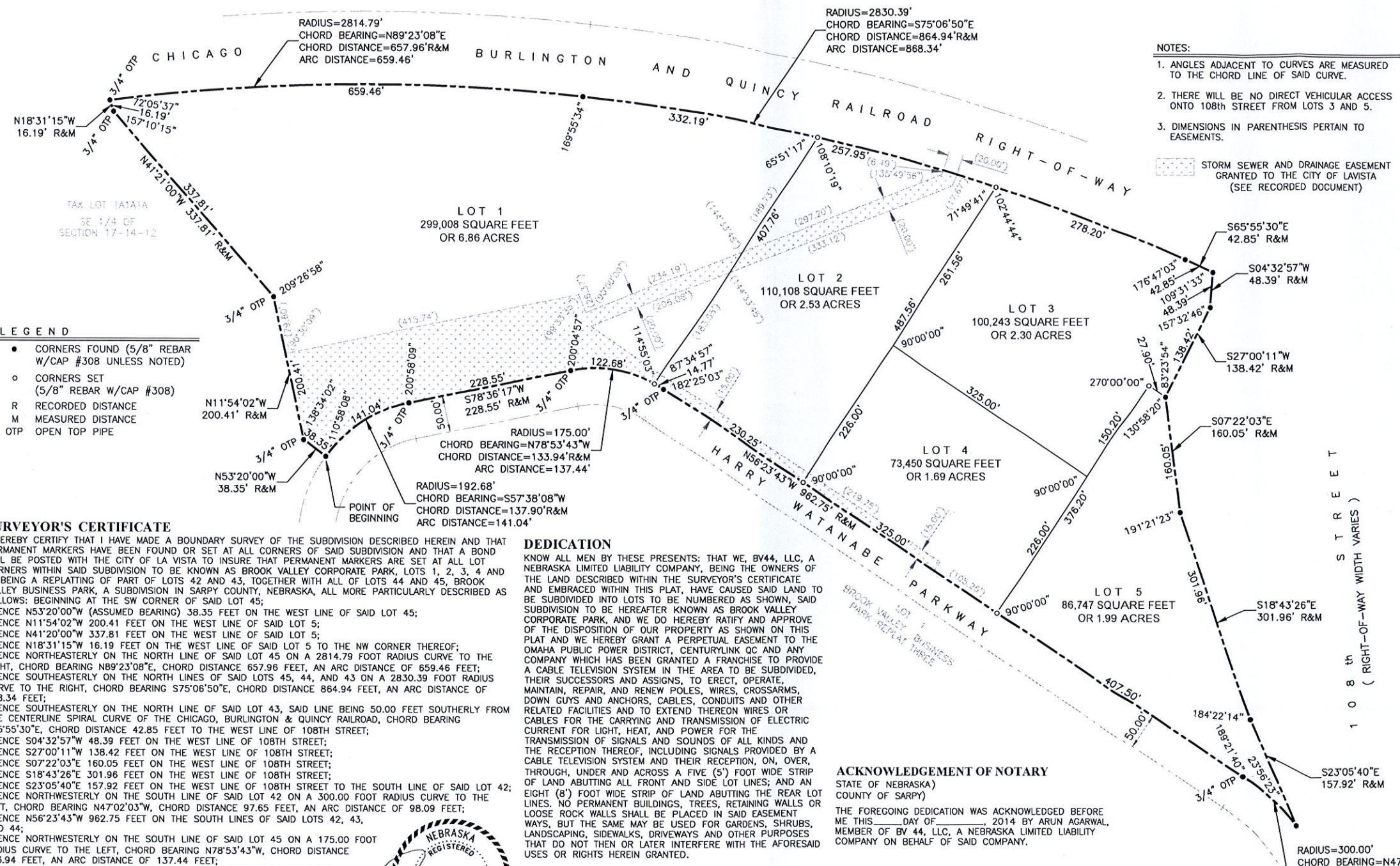




BROOK VALLEY CORPORATE PARK

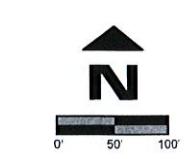
LOTS 1, 2, 3, 4 AND 5

ON A LATTIN O AT O LOTS 42 AND 43 TO T ALL O LOTS 44 AND 45,
ALL S IN SS A, A S D S ON IN SA O O NT, N AS A



thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

BROOK VALLEY CORPORATE PARK
LOTS 1, 2, 3, 4 AND 5



Revision Dates		
No.	Description	MM-DD-YY
1	REVISED OWNERS	03/24/2014
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Job No.: A1570-103-1A
Drawn By: RJR
Reviewed By: JDW
Date: MARCH 17, 2014
Book: 08-24
Pages: 7-15

Sheet Title

CITY OF LA VISTA
FINAL PLAT

Sheet Number

SHEET 1 OF 1

SUBDIVISION AGREEMENT
(Brook Valley Corporate Park)

**(Replat of Lots 42A, 43A, 43B, 44A, 44B, and 45, which shall henceforth be
replatted as Lots 1-5, Brook Valley Corporate Park)**

THIS AGREEMENT, made this _____ day of _____, 2014, among BV 44, LLC, a Nebraska limited liability company, (hereinafter referred to as "Subdivider"), DANA Partnership, LLP, a Nebraska limited liability partnership, d/b/a White Lotus Group, (hereinafter referred to as the "Developer"), the Brook Valley Corporate Park Owners Association (hereinafter referred to as "Association"), and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

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

WHEREAS, Subdivider will develop and construct buildings and other private improvements on the property in the Replatted Area in accordance with the Brook Valley Corporate Park PUD Plan attached as Exhibit "C" and related exhibits ("Private Improvements"); and

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

WHEREAS, the Subdivider will create the Brook Valley Corporate Park Owners Association, Inc. ("Association"), the members of which will be comprised of the Subdivider and Subdivider's successors and assigns to ownership of any of Lots 1-5, Brook Valley Corporate Park, being a replat of Lots 42A, 43A, 43B, 44A, 44B, and 45 of Brook Valley Business Park, City of La Vista.

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

1. Replattings. Subject to the terms of this Agreement, Lots 42A, 43A, 43B, 44A, 44B, and 45 of Brook Valley Business Park shall be replatted as Lots 1 – 5, Brook Valley Corporate Park, as more fully shown on Exhibit "B" (hereinafter the "Replat" or "Replatted Area"; and as finally approved by the City Council shall be referred to as the "final plat" or "Final Plat").
2. Drainage Calculations and Map. Developer shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City's Engineer prior to execution of the final plat to the Subdivider demonstrating

easements required to convey major storm sewer events (hundred year flood) over the surface of the property, in a form satisfactory to the City's Engineer. The City's release of the final plat shall be conditioned on Subdivider executing and delivering required easements in form and content satisfactory to the City's Engineer, which easements Subdivider will record with the final plat.

3. Perimeter Sidewalks. Subdivider, no later than five (5) years from the date of the filing of the final plat with the Sarpy County Register of Deeds, shall install sidewalks in accordance with City sidewalk policies as they may from time to time exist, at the Subdivider's sole cost.
4. Storm Water Management Plan: Subdivider, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as shown on the Post Construction Storm Water Management Plan attached hereto as "Exhibit D." Plans and specifications for such storm water management improvements shall be prepared by Subdivider's engineer at Subdivider's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements.
5. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit E" shall be entered into between Subdivider and City prior to starting construction of such improvements described in Section 4, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Subdivider that the final version of the Maintenance Agreement shall:
 - (A) identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Subdivider at its expense,
 - (B) include provisions to control when post-construction storm water features are to be constructed,
 - (C) differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
 - (D) provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
 - (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

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

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

6. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
7. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the final plat. Roads and driveways identified in Exhibit "F" for use of the public shall be constructed to City approved specifications and shall not be less than seven inches (7") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.
8. Staking Bond. Developer shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area.
9. Tract Sewer Connection Fees. Developer agrees that the terms and conditions for the benefit of the City that are contained in the Subdivision Agreement between the City, Brook Valley Ltd. Partnership, and Sanitary and Improvement District No. 59 of Sarpy County, Nebraska, dated September 21, 1994, and the separate Sewer Connection Agreement referred to within Exhibit "G" as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements. Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, Heavy Industrial	6.76 ± AC @ \$5,973/AC	\$40,337.48
Lot 2, Heavy Industrial	2.47 ± AC @ \$5,973/AC	\$14,753.31
Lot 3, Heavy Industrial	2.85 ± AC @ \$5,973/AC	\$17,023.05

Lot 4, Heavy Industrial	1.27 ± AC @ \$5,973/AC	\$7,585.71
Lot 5, Heavy Industrial	2.02 ± AC @ \$5,973/AC	<u>\$12,065.46</u>

Total \$91,765.01

The aforestated fee of \$5,973 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid.

10. Infrastructure to be at Private Expense. The cost of all infrastructure, improvements and easements within and serving the Replatted Area, including but not limited to parking and internal street improvements, ingress and egress, sanitary sewer, storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed and maintained at private expense and the sole cost and expense of Subdivider and any successor or assign of Subdivider to ownership of any lot within the Replatted Area, and no part thereof shall be the responsibility of or at the expense of the City.
11. Easements. All proposed easements by the Subdivider, and easements required by the City, as set forth in Exhibit "H," for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by instruments separate from the final plat, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City. Any proposed modification of any Easements shall be by written instrument subject to approval of, and in form and content satisfactory to, the City Engineer, and recording of the modification by Subdivider immediately after said approval is provided.
12. Common Improvements/Maintenance. Subdivider, and all successors and assigns of Subdivider to any lots within the Replatted Area, at its sole cost and expense, shall design, construct, operate, repair, replace and maintain all Common Area Improvements. For purposes hereof, the following provisions shall be applicable:
 - a. Common Area Improvement Defined. The term Common Area Improvement shall mean all infrastructure and improvements constructed on, or to be constructed within or benefiting any two or more lots, or combination of lots, within the Replatted Area. Said Common Area Improvements shall include, but not be limited to, ingress and egress, roads, parking, storm drainage, sanitary sewer, public utility infrastructure or services and other infrastructure needs for or benefiting more than a

single lot, and related operation, maintenance, replacements and repairs. Subdivider shall maintain all Common Area Improvements in neat, clean, good and working order, condition and repair. Common Area Improvements are identified in Exhibit "I", attached hereto, and shall include facilities, plantings, structures or other requirements relating to the Post Construction Storm Water Management Plan.

- b. Common Area Expense Defined. Common Area Expense means all costs and expenses arising out of or relating to Common Area Improvements, which shall include, without limitation, all costs and expenses of design, engineering, construction, reconstruction, modification, repair, maintenance (including clean up and clean out) and replacement of any such Common Area Improvements, together with the City's costs, if any, of engineering, inspection, review, design or work. Subdivider shall pay all Common Area Expense.
- c. Sharing of Common Area Expense. As between Subdivider and any successor or assign of Subdivider to ownership of any lot within the Replatted Area, the owners of lots within the Replatted Area shall be obligated to pay a share of Common Area Expense. Common Area Expense shall be shared as follows:
 - c-1. Initial Cost Sharing Ratio. The owners, their successors and assigns, of the lots in the Replatted Area shall be responsible for and defray the Common Area Expense in the same ratio that each of their replatted lots bears to the total land area of lots served by the improvement, to wit:

Replat Lot No.	Acres	Percent of Common Area Expense
1	6.76	43.98%
2	2.47	16.07%
3	2.85	18.54%
4	1.27	8.27%
5	2.02	13.14%
TOTAL	15.37	100.00%

(each referred to as a "Share"). The foregoing percentages of Common Area Expense shall prevail unless adjusted pursuant to subparagraph 13.c-2 hereof.

- c-2. Adjustment of Common Area Cost Sharing Ratios. The method of sharing Common Area Expense as set forth in subparagraph 13.c-1 above may be modified by the owners of all lots within the Replatted Area agreeing to a different cost sharing as among themselves and filing with the City an application executed by all property owners within the Replatted Area to allow sharing in the designated different ratio, which shall be subject to approval of the City Administrator, in consultation with the City Engineer. If approved, the property owners, at their expense, shall file the

modification with the appropriate written approval of the City Administrator and City Engineer endorsed thereon.

c-3 As a condition of City's releasing the final plat for recording, Subdivider will:

(i) file with the Nebraska Secretary of State Articles of Incorporation creating the Association and adopt Bylaws that, together with the Covenants described in Section 16 below, will facilitate carrying out this Section 13 as among the Subdivider and any successors or assigns of Subdivider to ownership of any lot within the Replatted Area, with respect to operation, maintenance, replacement and repair of the Common Area Improvements after they have been constructed, and sharing of Common Area Expense (other than costs related to initial construction) among said owners. Membership of the Association will be comprised of owners of the lots within the Replatted Area. The Subdivider as the owner of all land within the Replatted Area will be the initial sole member of the Association. Thereafter, any persons upon acquiring ownership of a lot within the Replatted Area automatically shall become a member of the Association with respect to said lot; and any person upon disposing of ownership of a lot within the Replatted Area shall no longer be a member of the Association with respect to said lot; and

(ii) record an instrument with the Sarpy County Register of Deeds in which the Association agrees to be bound by this Subdivision Agreement.

Articles of Incorporation, Bylaws and any other documents or instruments to carry out this Section 13 shall be in form and content satisfactory to the City Engineer in consultation with the City Attorney. Not in limitation of the foregoing, Subdivider, before the final plat is released for recording, shall provide the City, and thereafter shall maintain in effect, a surety bond for the timely installation and maintenance of the Common Area Improvements, which bond shall be in form and content satisfactory to the City Engineer and by its terms shall be enforceable by the City.

C-4 Notwithstanding anything in this Agreement, the Covenants or the Articles or Bylaws of the Association to the contrary, Subdivider and any successors or assigns of Subdivider to ownership of any lot within the Replatted Area hereby guaranty and shall be jointly and severally liable for the performance of all applicable requirements with respect to Common Area Improvements, the Post Construction Storm Water Management Plan, Common Area Expenses and other related costs and expenses, including without limitation, with respect to any lot in the Replatted Area for which a Share or other

required performance is not paid or provided ("Nonperforming Lot"). Provided, however, any payment or performance of Subdivider or any other owner with respect to a Nonperforming Lot will not constitute a waiver of any right or remedy with respect to payment from the owner of the Nonperforming Lot for reimbursement, contribution or otherwise.

- d. Filing of Record. The Subdivider, at its expense when recording the final plat, shall record this Agreement in the land records of the Office of the Register of Deeds of Sarpy and shall cause a recorded copy thereof to be transmitted to the City Administrator. Any adjustment under subparagraph 13.c-2 above shall be similarly recorded and transmitted at Subdivider's expense. Such recordings shall include lot specific recorded notice.
- e. City Engineer to be Determiner. The City Engineer shall be the determiner of which improvements are required and which are Common Area Expense and which are not Common Area Expense, and shall have the right, but not any obligation, to inspect any work on or relating to the improvements, and to require modification, replacement, maintenance or repair of any work or improvements the City Engineer determines are defective, unsatisfactory or in need of repair, maintenance or replacement, and Subdivider shall comply with said requirements. All specifications and contracts relating to work on the improvements shall be subject to prior review and approval of the City Engineer.
- f. City Access/Repair, Etc. The City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Replatted Area for purposes of inspection. In the event City determines construction, replacement, repair or maintenance is defective or not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance of any such Common Area Improvements and to assess against the Subdivider and the property in the Replatted Area the cost, including engineering costs and legal costs, together with interest at the rate of twelve percent (12%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorneys fees incurred by City in such foreclosure.
- g. City's Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider, Developer or any other party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.

13. Special Assessments. The lots within the Replatted Area are subject to special assessments that have been levied. Prior to delivery of the plat to Developer, Developer shall have either (1) paid all installments and accrued interest on such special assessments in full, or (2) have paid the principal and all accrued interest to date on delinquent installments and shall have reapportioned the remaining principal and interest thereon to the lots as configured by the final plat. Such reapportionment shall be computed in a manner acceptable to the City Engineer. Such written reapportionment agreement and recording thereof with the County Treasurer's written acceptance thereof shall be provided to City by Subdivider at Subdivider's expense.
14. Ownership Representation. BV 44, LLC, by signing below and the Final Plat of Brook Valley Corporate Park, does warrant and represent that it has executed the Final Plat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the Replatted Area at date of execution of this Agreement and at date of recording the final plat.
15. Restrictive Covenants. Subdivider submitted proposed Declaration of Covenants, Conditions and Restrictions for Brook Valley Corporate Park, which are attached as Exhibit "J" ("Covenants"). As a condition of releasing the final plat to Subdivider for recording, the Covenants, with such modifications as the City Engineer determines necessary or advisable, shall be executed and recorded by Subdivider as Declarant and sole owner of property in the Replatted Area. The Covenants, in addition to provisions expressly set forth therein, shall be deemed to include covenants of required compliance with all federal, state, county and city ordinances and regulations applicable to the property within the Replatted Area, this Agreement and other applicable requirements ensuring maintenance of infrastructure improvements. If Subdivider fails to timely and fully perform any of the Covenants regarding maintenance of the Replatted Area, the City, at its option but without any duty, may itself take such curative or remedial action as it determines appropriate, or cause such action to be taken, and assess any cost thereof against the Subdivider and applicable property.
16. Covenants Running With the Land. The final plat, Brook Valley Corporate Park Planned Unit Development, this Agreement and the obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider, Developer and Association, and all of their respective successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against any property within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider, Developer or Association. City shall have the right, but not the obligation, to enforce any and all covenants. It is further agreed that after City releases the final plat, Brook Valley Corporate Park Planned Unit Development and this Agreement for recording, Subdivider promptly will record

the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska. It is expressly agreed, however, that City shall not release the final plat, Brook Valley Corporate Park Planned Unit Development or this Agreement for recording until City is satisfied that Subdivider and Developer have concluded (closed), or made arrangements satisfactory to the City to conclude (close), their respective transactions requiring the actual construction of Private Improvements within the Replatted Area. City acknowledges and agrees that Subdivider providing the City a surety bond for the timely installation and maintenance of the Common Area Improvements pursuant to Section 12(c)-(3)(ii) shall satisfy the abovementioned requirement of an arrangements satisfactory to the City. It is further expressly agreed that, if the condition described in the immediately preceding sentence has not occurred within twelve (12) months after the date of this Subdivision Agreement, neither Subdivider nor Developer shall be entitled without the written consent of the City and any amendments of this Agreement, the Replat or Brook Valley Corporate Park Planned Unit Development as the City Engineer determines necessary, to move forward with the project. Provided, however, the City Administrator periodically may extend the time for performance under this Section 16.

17. Planned Unit Development. Subdivider has made application to City for approval of a Planned Unit Development on Lots 1-5 of the Replat. Subdivider specifically has requested Planned Unit Development zoning for the Replatted Area under Section 5.15 of the La Vista Zoning Ordinance No. 848, and Subdivider's applications and City approvals shall be thereunder, and all grading, installation of infrastructure, development and buildout shall be in strict accord with the provisions of said Section and the approved Brook Valley Corporate Park Planned Unit Development, except as shall be amended by the City Council in the required manner. The application for the Planned Unit Development, ("Application") as on file with the City Clerk is incorporated herein by this reference, and said Application, as well as the underlying I-2 zoning district regulations, shall continue to be applicable and govern within the Replatted Area, except as provided for in the approved Brook Valley Corporate Park Planned Unit Development, this Agreement or conditions of Planning Commission or City Council approval. Subject to applicable requirements of City ordinance, rules and regulations:
 - a. Construction of buildings, structures and other improvements of Phase One of the Replatted Area will commence within 12 months after the date of City Council approval of the Brook Valley Corporate Park Planned Unit Development and will be completed within 24 months thereafter; and
 - b. Construction of subsequent phases will begin as described in the Application or as economics and demand otherwise warrant, and be constructed in accordance with a schedule approved by the City and timeframe provided in Section 5.15.04.01 of the La Vista Zoning Ordinance. Construction of any subsequent phase will be completed within 24 months after construction of the phase commences.

18. **Building Design.**
 - a. Architectural design and style are not restricted; however, architectural style should be consistent throughout the PUD District.
 - b. Building materials shall be selected for suitability to the type of buildings and the design in which they are used.
 - c. Buildings within the PUD District shall use harmonious colors and shall use only compatible accents. Monotony of design in single or multiple building projects shall be avoided.
 - d. Building fixtures shall be of a design and size compatible with the building and the adjacent areas. Lighting shall be designed to a standard that does not impact adjoining properties, especially residential areas.
19. **Exhibit Summary.** The Exhibits proposed by EAD Engineering, LLC, engineers for the Developer, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Land survey certificate showing boundary area to be replatted. Drawing and legal description.
Exhibit "B":	Replat of the area to be developed.
Exhibit "C":	Planned Unit Development (PUD)
Exhibit "D":	Post Construction Storm Water Management Plan
Exhibit "E"	Post-Construction Storm Water Management Plan Maintenance Agreement
Exhibit "F"	Publicly Used Roads and Driveways
Exhibit "G"	Sewer Connection Agreement dated _____
Exhibit "H"	Easements
Exhibit "I"	Common Area Improvements
Exhibit "J"	Declaration of Covenants, Conditions and Restrictions for Brook Valley Corporate Park
20. **Right to Enforce.** Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
21. **Incorporation of Recitals.** Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.
22. **Nondiscrimination.** Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions

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

23. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
24. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.
25. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.

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

BV 44, LLC., a Nebraska LLC

By: DANA Partnership, LLP

Its: Sole Member

By: _____
Arun Agarwal, General Partner of DANA
Partnership, LLP,

DANA Partnership, LLP, d/b/a White
Lotus Group

By: _____
Arun Agarwal, General Partner of DANA
Partnership, LLP

ATTEST:

CITY OF LA VISTA

City Clerk
ACKNOWLEDGMENT OF NOTARY

By _____
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2014, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Arun Agarwal, General Partner of DANA Partnership, LLP ("Partnership"), which Partnership is the sole member of BV 44, LLC ("Company"), personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said Partnership and Company.

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

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) SS.
COUNTY OF)

On this _____ day of _____, 2014, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Arun Agarwal, personally known by me to be the General Partner of DANA Partnership, LLP ("Partnership"), and to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said Partnership.

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

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)
) SS.

On this _____ day of _____, 2014, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be the Mayor of the City of La Vista and _____, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

Notary Public

Brook Valley Corporate Park Owners Association Agreement

By signing below, the Brook Valley Corporate Park Owners Association ("Association"), jointly and severally with Subdivider and Developer, shall be bound by and subject to the Subdivision Agreement (Brook Valley Corporate Park) (Replat of Lots 42A, 43A, 43B, 44B, and 45, which shall henceforth be replatted as lots 1-5, _____), Brook Valley Corporate Park, dated _____.

Brook Valley Corporate Park Owners
Association
By: Arun Agarwal
Title: Director

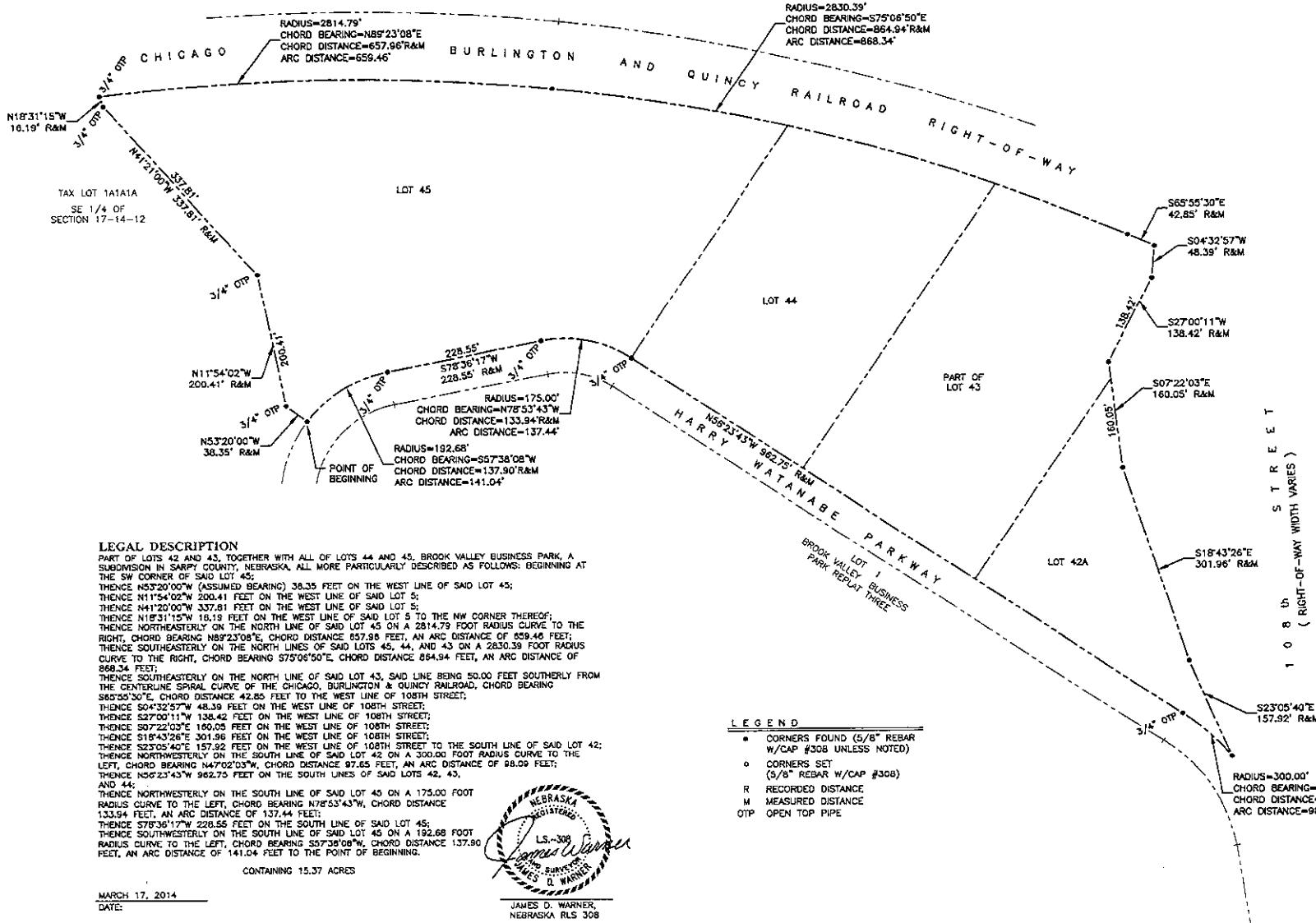
ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2014, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Arun Agarwal, Director of Brook Valley Corporate Park Owners Association, Inc., ("Association") personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Association.

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

Notary Public



MARCH 17, 2014

**JAMES D. WARNER,
NEBRASKA 812-702**

1566

- CORNERS FOUND (5/8" REBAR W/CAP #308 UNLESS NOTED)
 - CORNERS SET (5/8" REBAR W/CAP #308)
 - R RECORDED DISTANCE
 - M MEASURED DISTANCE
 - OPEN TEE PIPE

RADIUS=300.00'
CHORD BEARING=N47°02'03"V
CHORD DISTANCE=97.65'R&M
ARC DISTANCE=98.09'

Job No.: 1570-103-1(SC)
Drawn By: RJR
Reviewed By: JDW
Date: MARCH 17, 2014
Book: 08-24
Pages: 7-15

**CITY OF LA VISTA
NEBRASKA**

SHEET 1 OF 1

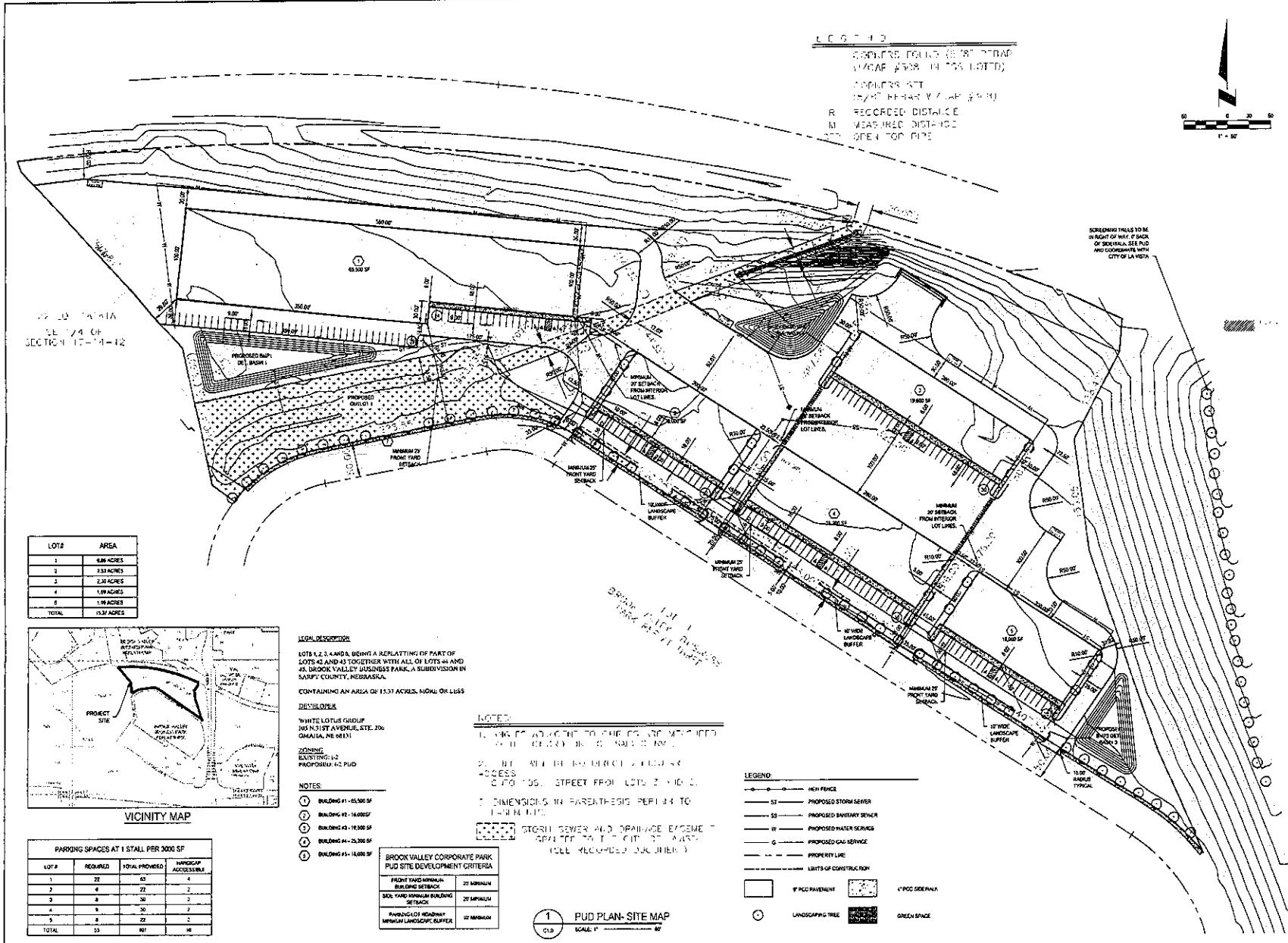
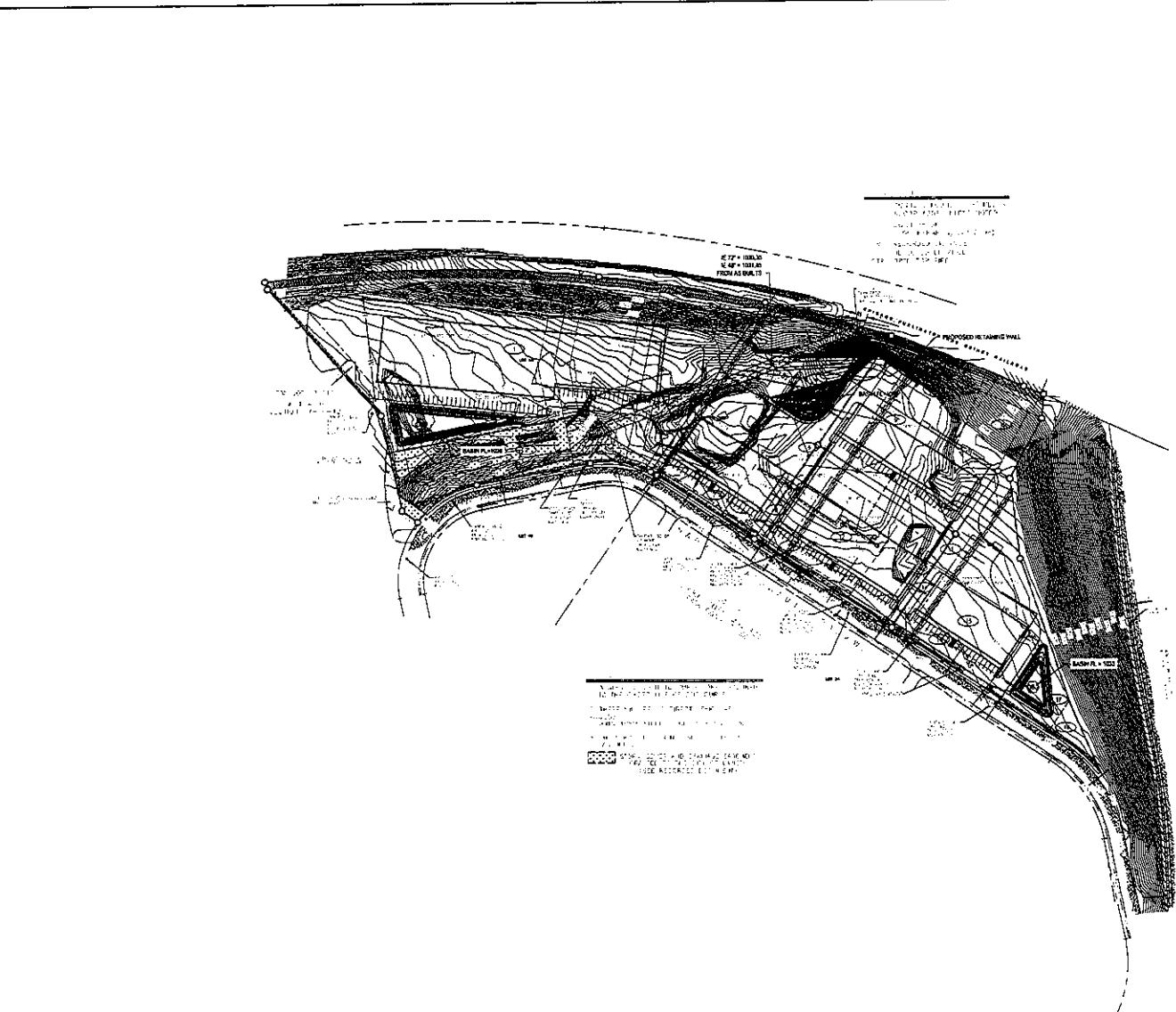


EXHIBIT D



DRAINAGE BASIN				
BASIN	PROPERTY AREA (ACRES)	PLUM. AREA (ACRES)	TOTAL AREA (ACRES)	C
1	X	X	X	X
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				

POST CONSTRUCTION BMPS			
BMP ID	TYPE OF BMP	LATITUDE / LONGITUDE	NOTES
DB1	DETENTION BASIN	A/A	X
DB2	DETENTION BASIN	A/A	X
DB3	DETENTION BASIN	A/A	A

1 POST CONSTRUCTION DRAINAGE & STORMWATER BMP PLAN
SCALE: 1' - 100'

DRAINAGE BASIN NOTES:
BASIN 2, 4, 7, 12, 13 & 14 = 14' 0" FLOW IN SAME DIRECTIONS
WITHOUT FLOW TO DETENTION BASIN.
BASIN 5 & 6 = 17' 0" FLOW TO DB1.
BASIN 3 & 9 & 8 FLOW TO DB2.
BASINS 10, 11, 12, 15, 17 & 18 = FLOW TO DB3.

PCWP PROJECT NUMBER: PCSMP PROJECT NUMBER:



Know what's below.
Call before you dig.

SHEET # PROJECT # DRAWING #
XX-XXX C6.0

POST CONSTRUCTION DRAINAGE & STORMWATER BMP PLAN

MANUAL CHANGES TO THIS DRAWING ARE PROHIBITED

X X X X

REF # DATE DRAWN BY CHECKED BY APPROVED BY

REV 01

MANUAL CHANGES TO THIS DRAWING ARE PROHIBITED

Engineering



2010-2011 100' New One, NE 6144
PROJECT NUMBER: 100' VALLEY DRAGUE ETC/STORMWATER DRAINAGE 100' DUE DATE: 01/01/2011

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, BV 44, LLC, (hereinafter referred to as "Property Owner") recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development located at approximately 10818 Harry Watanabe Drive, La Vista, NE 68128, in the zoning jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner is the owner of the property described on Exhibit "A" attached hereto (hereinafter referred to as "the Property"), and,

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

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

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

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

inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days from the date of City's written directive, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.

6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims

against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.

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

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

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

<u>BV 44, LLC</u>	
Name of Individual, Partnership and/or Corporation	
<u>Arun Agarwal</u>	
Name	
<u>General Partner, DANA Partnership, LLP, sole member</u>	
Title	
<hr/> <u>Signature</u> <hr/>	

<hr/> Name of Individual, Partnership and/or Corporation <hr/>	
Name	<hr/>
Title	<hr/>
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Name of Individual, Partnership and/or Corporation
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Name
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Title
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Signature
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Name of Individual, Partnership and/or Corporation
Name
Title
Signature

ACKNOWLEDGMENT

_____)
State _____

_____)
County _____

On this _____ day of _____, 20 _____ before me, a Notary Public, in and for said County, personally came: Arun Agarwal, General Partner of DANA Partnership, LLP, sole member of BV 44, LLC, who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

Notary Public

Notary Seal

EXHIBIT B
BMP Maintenance Requirements

Name & Location

Project Name: Brook Valley Corporate Park

Address: 10818 Harry Watanabe Drive, La Vista, NE 68128

PCWP Project Number: _____

PWD Grading Permit #: _____

Site Data

Total Site Area: 15.37 acres

Total Disturbed Area:

Total Undisturbed Area: 15.37 acres

Impervious Area Before Construction:

Impervious Area After Construction:

BMP Information

The designer shall provide, on the PCSMP plan set, the following information on post-construction stormwater BMPs:

BMP ID	TYPE OF BMP	State Plane Coordinates (N/E)	Longitude/Latitude

Note: Use the same naming convention for the BMPs that are used on the accepted plans and add rows if needed. Use either state plane coordinates or longitude/latitude.

Routine Maintenance and Tasks Schedule

The following tables outline recommended maintenance tasks and suggested frequencies for example BMPs. Delete the lists and tables that are not needed according to the types of BMPs within the development and edit the table according to your site specific conditions. BMPs may be added as well.

Inspection Reports should be completed and kept on file with the Inspector or Owner.

Bioretention Maintenance Tasks and Schedule	
Task	Schedule
Remove trash and debris	Monthly
Check and repair any eroded areas	Monthly
Remulch any void areas	Monthly
Check vegetation and replace any damaged plant materials	Monthly
Inspect for ponding, washed out areas, soil conditions	Monthly
Perimeter mowing	Monthly
Inspect collection system for proper functioning	Quarterly
Apply new mulch	Annually
Weeding and Pruning	Annually
Replace poorly draining soil	As needed
Reseed grass swale or border	As needed
Repair broken pipes	As needed
Replace filtration rip rap that is choked with sediment	As needed
Remove sediment	As needed
Replace mulch	Every three years

Wet Pond Maintenance Tasks and Schedule	
Task	Schedule
Remove debris from side slopes and trash rack	Monthly
Check and clear orifice of any obstructions	Monthly
Outlet/inlet inspection and cleanout	Monthly
Check pond side slopes and repair eroded areas	Monthly
Forebay inspection and cleanout	Monthly - remove sediment every 7 years or when 50% of storage volume has been lost
Basin inspection and cleanout	Annually- remove sediment every 20 years or when 25% of permanent pool volume has been lost
Inspect/Exercise all mechanical devices	Annually
Inspect for structural damage/leaks	Annually
Replace broken pipes	As needed
Replace filtration riprap that has been choked with sediment	As needed
Remove sediment	As needed
Pest control	As needed
Security	As needed

Dry Detention Basin/Pond Maintenance Tasks and Schedule	
Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Forebay inspection and cleanout	Monthly - remove sediment every 7 years or when 50% of storage volume has been lost
Basin inspection and cleanout	Annually - remove sediment when 25% of storage volume has been lost
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace filtration riprap that has been choked with sediment	As needed
Security	As needed

Stormwater Wetland Maintenance Tasks and Schedule	
Task	Schedule
Remove debris from trash rack and side slopes	Remove debris from trash rack and side slopes Monthly
Inlet/outlet inspection and cleanout	Inlet/outlet inspection and cleanout Monthly
Bank mowing and stabilization of eroded areas	Monthly
Removal of cattails and invasive species, replant as necessary	Semi-Annually
Forebay inspection and cleanout	Monthly - remove sediment every 7 years or when 50% of storage volume has been lost
Wetland inspection and cleanout	Annually - remove sediment every 20 years or when plants are being impacted
Inspect for structural damage	Annually
Repair broken pipes	As needed
Replace filtration riprap that has been choked with sediment	As needed
Pest control	As needed
Security	As needed

Sand Filter Maintenance Tasks and Schedule	
Task	Schedule
Remove trash	Monthly
Inspect outlet for obstructions	Monthly
Inspect for clogging	Monthly
Skim sand media	Annually
Pump oil and grit separator	Annually
Replace sand media	As needed

Infiltration Trench Maintenance Tasks and Schedule	
Task	Schedule
Remove trash and debris	Monthly
Check observation well for standing water	Monthly
Remove unwanted vegetation	Monthly
Maintain stone or mulch top surface	Annually
Inspect and and remove accumulated sediment	Monthly - as needed

Grassed Swale/Channel Maintenance Tasks and Schedule	
Task	Schedule
Trash/debris removal	Monthly
Mowing	Monthly
Inspect for erosion and vegetative failure	Monthly, reseed as needed
Inspect check dams and diversion devices	Monthly
Inspect and and remove accumulated sediment	Monthly - as needed
Repair any damaged or displaced riprap	As needed

Filter Strip Maintenance Tasks and Schedule	
Task	Schedule
Trash debris and removal	Monthly
Stabilization of eroded areas	Monthly
Mowing	Monthly
Check outlet pipes (if present) for clogging	Monthly
Repair flow dispersion device to avoid formation of channels	Monthly
Inspect and and remove accumulated sediment	Monthly - as needed
Reseed	Semi-Annually - as needed

Greenroof/Roof Runoff Management Maintenance Tasks and Schedule

Task	Schedule
Remove debris and trash	Monthly
Weeding and pruning	Monthly
Remove debris and litter from the rooftop drainage system	Monthly
Irrigate and fertilize	As needed
Replace dying/diseased plants	As needed

Level Spreader Maintenance Tasks and Schedule

Task	Schedule
Remove trash and debris	Monthly
Inspect for any undercutting	Monthly
Inspect for any settlement	Monthly
Mowing	Monthly
Inspect and replace degraded or eroded riprap or stone	Monthly - as needed
Inspect and repair erosion and channeling	Monthly - as needed
Inspect and repair all concentrated flows	Monthly - as needed

Permeable Pavers or Pavement Maintenance Tasks and Schedule

Task	Schedule
Inspect and remove sediment from pavement surface	Monthly - as needed
Inspect and clean pavement of oil and grease	Monthly - as needed
Spray weeds and moss with herbicides	Monthly - as needed during growing season
Vacuum sweep surface	Annually
Replace open space gravel in pavers	Annually
Inspect for deterioration	Annually
Verify surface infiltration after storms	Annually

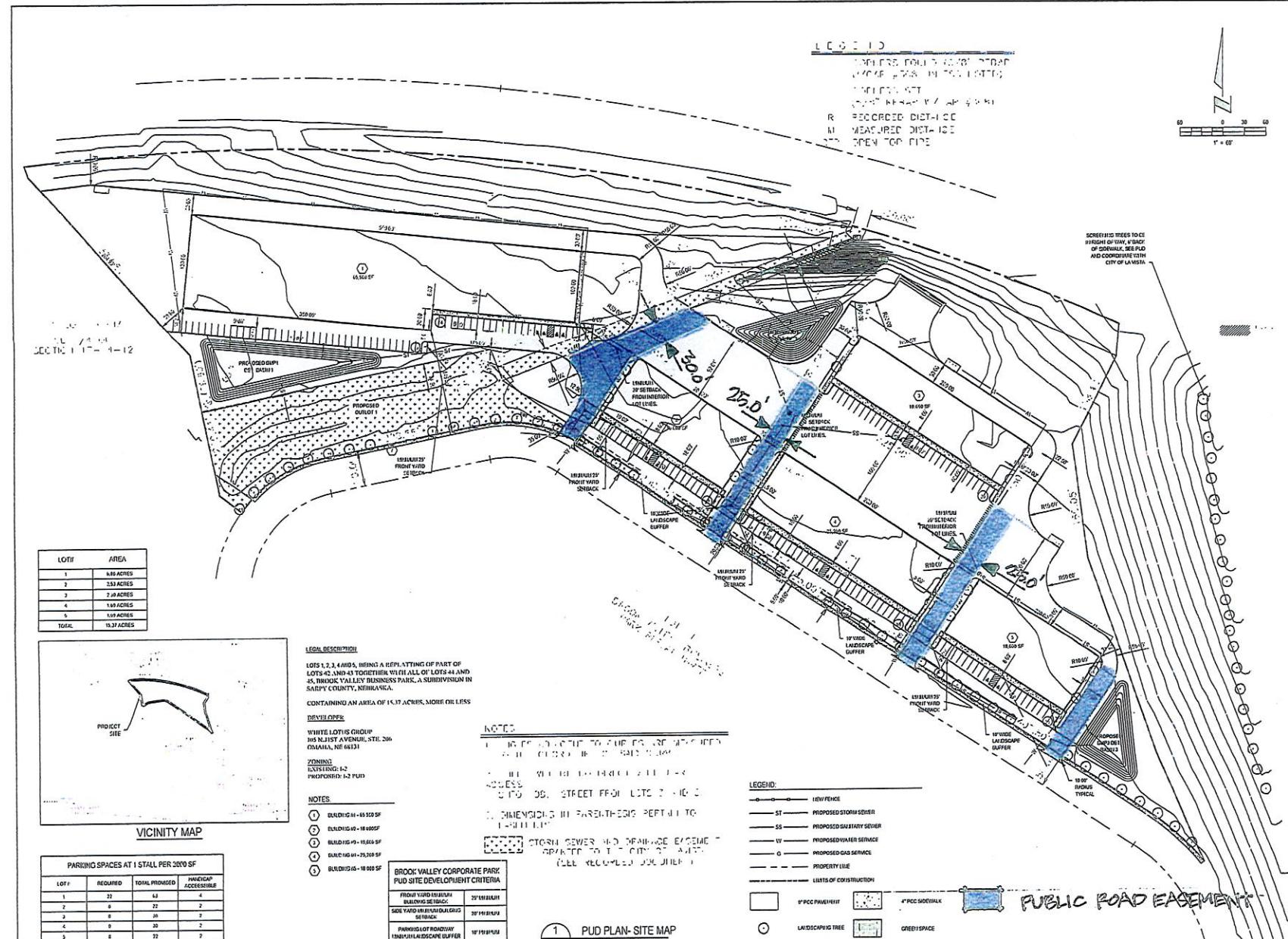


EXHIBIT F

PUBLIC ROAD EASEMENT

BROOK VALLEY CORPORATE PARK PUD PLAN

THIS DRAWING ARE PROHIBITED

Digitized by srujanika@gmail.com

PROJECT 2013 RELEASE

BROOK VALLEY CORPORATE PARK
SEWER CONNECTION AGREEMENT
(Sanitary Sewer System)

THIS AGREEMENT, made and entered into in La Vista, Nebraska, on this 23 day of JUNE, 2014, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), and BV 44, LLC, a Nebraska Limited Liability Company (hereinafter referred to as "Owner");

WITNESSETH:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewers within Brook Valley Corporate Park, Lots 1 through 5, Inclusive, a subdivision, shown on Exhibit "A" hereto; and

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

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

1

For the purposes of this Agreement, the term "sewer system of the Owner" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer systems and appurtenances thereto which are:

- A. Shown on Exhibit "B" attached hereto.

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

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

II

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

III

Owner expressly promises, warrants, covenants and agrees:

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

In respect to any industrial use or connection to the sewer system of the Owner, the City may condition such approval upon such terms as it deems necessary to protect the sewer systems of the Owner and the City.

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

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

- H. The Owner shall not cause, suffer or permit to be connected to the sewer system of the Owner any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- I. That the Owner is, or at time of construction will be, the Owner of the entire proposed sanitary sewer system situated within its boundaries.
- J. That the Owner will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the Owner, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the Owner, in doing any work or construction of the sewer system of the Owner, or by or in consequence of any performance of this contract.
- K. That Owner shall promptly file all reports, pay all connection fees and perform all other obligations of the Owner provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- L. That, subject to the provisions of Paragraph V, infra, the Owner is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph V, infra, hereinafter made and adopted by City or Sarpy County.
- M. Any water distribution system serving the Owner shall be constructed and operated by the Metropolitan Utilities District.

IV

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

V

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

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

VI

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

VII

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

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

VIII

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

IX

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

X

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

Exhibit "A": Final Plat of Brook Valley Corporate Park

Exhibit "B": Illustration of Sewer system of the Owner

XI

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

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

XII

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

XIII

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

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

ATTEST:

CITY OF LA VISTA, a municipal corporation in the State of Nebraska

CITY CLERK

BY:

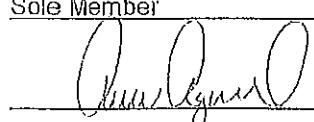
MAYOR

BV 44, LLC., a Nebraska limited liability company

By: DANA Partnership, LLP

Its: Sole Member

By:



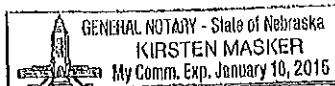
Arun Agarwal, General Partner of
DANA Partnership, LLP

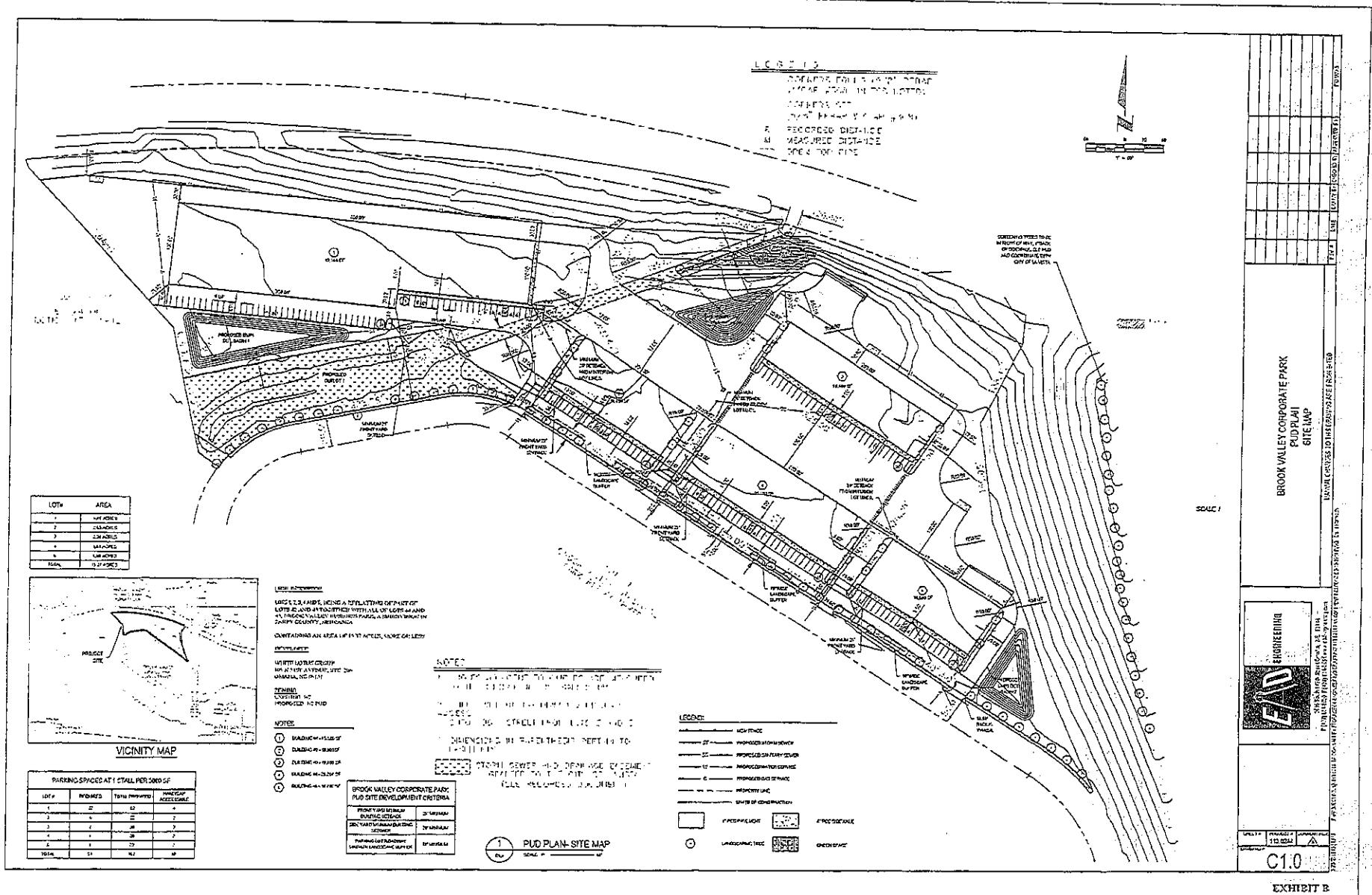
STATE OF NEBRASKA)
COUNTY OF Douglas)
ss.)

On this 23 day of JUNE, 2014, before me a Notary Public, duly commissioned and qualified in and for said County, appeared ARUN AGARWAL, of DANA PARTNERSHIP, LLP personally known by me to be the SOLE MEMBER and the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said Company.

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


Kirk M. Moberly





PERMANENT SEWER & DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That BV44, LLC, a Nebraska Limited Liability Company (hereinafter referred to as "Grantor") for and consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of La Vista, a municipal corporation in the State of Nebraska (hereinafter referred to as "Grantee"), and to its successors and assigns, a permanent non-exclusive easement to, over, under, across and through the area depicted and legally described on Exhibit "A" attached hereto (the "Easement Area"), for the purpose of constructing, maintaining and operating a storm sewer, drainage structure, and/or drainageway, and appurtenances thereto.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, together with the right of ingress and egress to the Easement Area for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer, drainage structure, and/or drainageway at the will of the Grantee. The Grantor may continue to use the surface of the easement strip conveyed hereby for other purposes, except for open drainageway portions, subject to the right of the Grantee to use the same for the purposes herein expressed and provided such use by Grantor shall not unreasonably interfere with the use and purpose of this Easement.

It is further agreed as follows:

- 1) That no building, improvements, or other structures, nor any grading, fill or fill material, shall be placed in, on, over, or across said Easement Area by Grantor, their successors and assigns. Include landscaping, irrigation systems, private utility lines, road surfaces, and parking area surfacing. These improvements and any trees, grass, shrubbery placed on said easement shall be maintained by Grantor, their successors and assigns.

- 2) The Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by Grantee.
 - 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the Grantee performing work on behalf of the Grantee.
 - 4) That said Grantor for itself and its successors and assigns does confirm with Grantee and its successors and assigns, that the Grantor is seized in fee of the Easement Area, and that Grantor has the right to grant and convey this Easement in the manner and form aforesaid, and that Grantor will warrant and defend this Easement and the Grantee and its successors and assigns from the lawful claims and demands of all persons. This permanent easement shall run with the land.
 - 5) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between Grantor and Grantee; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused Its Corporate Seal to be affixed) (stated that the said Corporation has no Corporate Seal) and these presents to be signed by its respective officers this

12th day of June 2014.

BV44, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

46-0654590

PRESIDENT or AUTHORIZED OFFICER:

(Name and Title)

ATTEST: *George W. Bush* (Name and Title) (Federal I.D. No.) *Attorney*

(Corporate Seal)

CORPORATE ACKNOWLEDGMENT

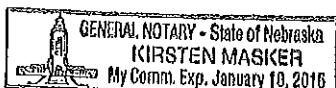
STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 13 day of JUNE, 2014, before me, a Notary Public in and for said County, personally came ARJUN AGARWAL,
general partner of BANDH PROPERTIES, LLP,
SOLE MEMBER, of BV44, LLC, a Nebraska Limited Liability Company,
(title)

And, _____, _____, _____
(name) (title)
of said Company, to me personally known to be the officer of said Company and the identical person
whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his
voluntary act and deed and the voluntary act and deed of said Company.

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

Kris M. Moyer
NOTARY PUBLIC



Notary Seal

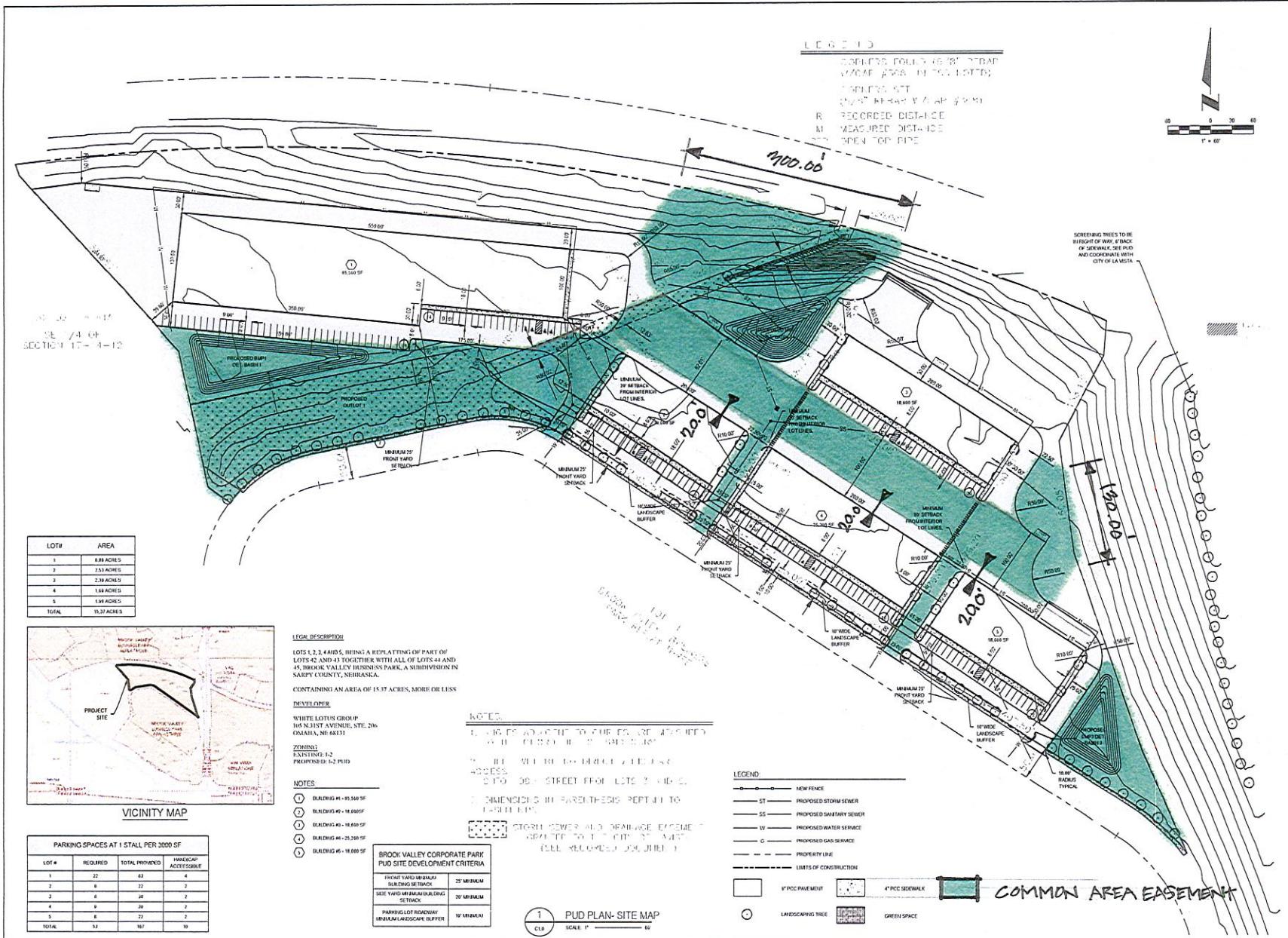


EXHIBIT I

COMMON AREA EASEMENT

BROOK VALLEY CORPORATE PARK
PUD PLAN
SITE MAP

NO CHANGES TO THIS DRAWING ARE PROHIBITED

Y STORAGE ENGINEER DRAFTING 113 0214 JAX CODE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
BROOK VALLEY CORPORATE PARK

THIS DECLARATION, made on the date hereinafter set forth by BV 44, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property: Lots 1-5, a replatting of part of lots 42 and 43 with all of lots 44 and 45, Brook Valley Business Park, a subdivision in Sarpy County, inclusive, (collectively "Properties" and individually "Property") in Brook Valley Corporate Park, an area surveyed, platted and recorded in the City of La Vista, Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Properties, subject to certain easements, rights, protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth, for the mutual and reciprocal benefit and burden of the Properties and the current and future owners of the Properties,

NOW, THEREFORE, the Declarant hereby declares for itself and its successors and assigns that all of the Properties described below shall be permanently and perpetually held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon the Properties and all parties having or acquiring any right, title or interest in the above described Properties, or any part thereof, and they shall inure to the benefit of each Owner thereof. The Brook Valley Corporate Park Owners Association by signing below agrees to be bound by this Declaration.

ARTICLE I
DEFINITIONS

- A. "Association" shall mean and refer to the Brook Valley Corporate Park Owners Association, Inc., a Nebraska non-profit corporation, and its successors and assigns.
- B. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Brook Valley Corporate Park Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, including contract sellers.
- C. "Properties" shall mean and refer to Lots 1-5, a replatting of part of lots 42 and 43 with all of lots 44 and 45, Brook Valley Business Park, a subdivision in Sarpy County.
- D. "Brook Valley Corporate Park Lot" or "Lot" shall mean and refer to Lots 1-5, a replatting of part of lots 42 and 43 with all of lots 44 and 45, Brook Valley Business Park, a subdivision in Sarpy County.
- E. "Declarant" shall mean and refer to BV 44, LLC, a Nebraska limited liability company, and its successors and assigns. BV 44, LLC, may also alternatively be referred to as "Subdivider".
- F. Intentionally omitted.
- G. "Brook Valley Corporate Park Lot Owners" or "Lot Owners" shall mean the Declarant as the initial owner of all lots within Brook Valley Corporate Park, and all subsequent owners of any such lots.
- H. "Subdivision Agreement" shall mean the Subdivision Agreement between BV 44, LLC, DANA

Partnership, LLP, d/b/a White Lotus Group and the City of La Vista, Nebraska dated

H. "Common Area Improvement" shall have the meaning set forth in the Subdivision Agreement.

I. "Common Area Maintenance" shall mean all performance under the Subdivision Agreement with respect to Common Area Improvements, with the exception of initial construction and installation of Common Area Improvements

J. "Common Area Maintenance Expense" shall mean all costs arising out of or related to performance under the Subdivision Agreement with respect to Common Area Improvements, with the exception of costs of initial construction and installation of Common Area Improvements.

ARTICLE II PAYMENT AND MAINTENANCE

- A. By the Subdivider. The Subdivider shall be solely responsible, at its sole cost and expense, for the initial construction and installation of Common Area Improvements. After the initial construction and installation, the Subdivider shall transfer ownership of the Common Area Improvements to the Association to perform Common Area Maintenance, including without limitation, any repair, maintenance, operation, insurance, replacement, or restoration of any of the Common Area Improvements, or the addition of any other new facilities, all of which shall be the continuing obligation and liability of the Association, in accordance with the provisions of this Declaration, Subdivision Agreement and applicable laws, rules, regulations and other requirements.
- B. By the Association. The Association shall own, administer, insure, operate, manage, control, maintain, repair, rebuild and restore all of Common Area Improvements for the benefit of the Association and the benefit of the adjoining Brook Valley Corporate Park Lots and surrounding properties, and so that the improvements stay clean, safe, in good and operating condition, repair and order, and consistent with the overall quality as constructed or otherwise required by applicable requirements. In addition to, and not in limitation of, the foregoing, the Association also shall be responsible for those maintenance duties set forth in the Post-Construction Stormwater Maintenance Agreement (hereinafter "PCSM Duties"), incorporated by reference herein. The Association's Common Area Maintenance and PCSM Duties shall include without limitation the following:
 - (i) Maintenance activities including routine mowing, landscaping, vegetation removal or control, private amenities and other features not specifically necessary to retain, detain, convey or treat stormwater runoff.
 - (ii) Maintenance of adjacent sidewalks.
 - (iii) Maintenance of private utility lines.
 - (iv) Maintenance of pavement.

The Association shall also be responsible for carrying out the Declarant's responsibility for the care and operation, maintenance, replacement and repair of all Common Area Improvements. Not in limitation of the foregoing sentence, the Association shall insure the continuity, care, conservation, and maintenance of the Common Area Improvements. The Common Area Maintenance Expense and cost of said work shall be allocated and paid pro rata by Brook Valley Corporate Park Lot Owners, in the same ratio that each of their respective Lots bears to the total land area of all of the Brook Valley Corporate Park Lots.

In the event the Association and owners fail to care and maintain for the Common Area Improvements as required, the Association and the Brook Valley Corporate Park Lot Owners agree that the City Council of La Vista or its authorized agents, in addition to any other rights or remedies available under this Declaration, the Subdivision Agreement or other applicable documents, instruments or laws, may (but shall not be obligated to) take all actions necessary to maintain the Common Area Improvements and that the Association shall reimburse the City of La Vista for expenses incurred in taking such actions.

C. The Common Area Improvements shall be used and enjoyed by each Owner of each Brook Valley Corporate Park Lot and its permittees in such manner as to not unreasonably interfere with, obstruct or delay the business or affairs of any other Owner or permittee.

D. Declarant grants and conveys to the Association, Owners and City of La Vista, Nebraska a permanent, non-exclusive easement over, under, across, upon and through the Properties for the purposes related to this Declaration.

ARTICLE III **BROOK VALLEY OWNERS ASSOCIATION**

- A. **Membership.** Every Owner may be admitted a member of the Association in accordance with procedures set forth in the bylaws. Memberships shall be appurtenant to and may not be separated from ownership of the Brook Valley Corporate Park Lots. Ownership of a Brook Valley Corporate Park Lot(s) or a portion of a Brook Valley Corporate Park Lot shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold any interest merely as security for the performance of an obligation, though security interests shall be subject and subordinate to this Declaration.
- B. **Voting Rights.** Members shall be entitled to vote with respect to each Brook Valley Corporate Park Lot owned as provided in the Bylaws of the Association. When more than one person holds an interest in any Brook Valley Corporate Park Lot or a portion of a Lot, all such persons shall be members. The vote for such Brook Valley Corporate Park Lot shall be exercised as they among themselves determine, but in no event shall more votes be cast than allowed under the Bylaws with respect to any one (1) Lot. In the event Owners attempt to vote more than allowed under the Bylaws, the directors of the Association shall have the discretion to count only the first vote cast for the Brook Valley Corporate Park Lot or to disallow all votes cast for that Lot. An action of the Association may occur by simple majority vote, unless otherwise stated in this Agreement or in the Subdivision Agreement or bylaws.
- C. **Right of First Refusal.** In the event that an Owner desires to sell (or otherwise transfer) the Owner's ownership interest in a Brook Valley Corporate Park Lot (a "Transferring Owner"), and has received a bona fide offer in writing from an unaffiliated third party to buy the Owner's Property (a "Transfer"), the Transferring Owner shall first notify the Association and each of the other Owners in writing of the proposed sale (the "Transfer Notice"). Each Transfer Notice shall contain all material terms of the proposed Transfer, including, without limitation, a copy of the written offer received, the name and address of the prospective purchaser (or transferee), the purchase price and terms of payment, and the date and place of the proposed Transfer.

The other Owners shall have an option for a period of ten (10) days from the date the Transfer Notice is given to elect to purchase the Transferring Owner's Property at the same price and subject to the same material terms and conditions as described in the Transfer Notice (or terms and conditions as similar as reasonably possible). The other Owners may exercise such purchase option and, thereby, purchase the Transferring Owner's Property by notifying the Transferring Owner in writing before expiration of such ten (10) day period of their wish to purchase. If another Owner gives the Transferring Owner notice that it desires to purchase such shares, then payment for the Property shall be by check or wire transfer,

against transfer of the Property to be purchased at a place agreed upon between the parties and at the time of the scheduled closing therefore, which shall be no later than the later of (i) thirty (30) days after the date the Transfer Notice is given or (ii) the date contemplated in the Transfer Notice for the closing with the prospective third party transferee(s).

D. Covenants For Maintenance Assessments.

1. **Creation of Lien and Personal Obligation of Assessments.** The Declarant, for each Brook Valley Corporate Park Lot owned by the Declarant, and each Owner of any Brook Valley Corporate Park Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenants and agrees to pay to the Association all assessments or charges which shall be established and collected, both as herein provided. These assessments and charges, together with interest, costs, and attorney's fees, shall be a charge on the Brook Valley Lots and the personal liability of the Owners, and shall be a continuing lien on the Brook Valley Corporate Park Lot against which each assessment is made. Any such lien that exists on any Lot to be sold and shall be paid in full by seller or buyer at or before closing as a condition of conveying and obtaining good and marketable title. **ALL SUBSEQUENT PURCHASERS OR OTHER TRANSFEREES, SUCCESSORS OR ASSIGNS SHALL TAKE TITLE TO THE BROOK VALLEY CORPORATE PARK LOT SUBJECT TO ANY SAID LIEN AND SHALL BE BOUND TO INQUIRE OF THE ASSOCIATION AS TO THE AMOUNT OF ANY UNPAID ASSESSMENTS.** Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of all person(s) who were an Owner of such Brook Valley Corporate Park Lot at the time when the assessment fell due, and the Owner's successors and assigns.
2. **Purpose of Assessments.** The assessments by the Association shall be used exclusively for Common Area Maintenance Expenses, including without limitation, the following purposes: (a) to administer, insure, operate, manage, control, maintain, repair, replace and inspect the Common Area Improvements and the grounds thereof; (b) to pay the costs and expenses of enforcing the provisions of these Covenants, Conditions, and Restrictions, including the fees of attorneys hired to represent the Association, court costs, witness fees, and related costs; and to carry out such other purposes as the Association shall from time to time determine to be in the best interests of its members and consistent with the provisions of this Declaration, the Subdivision Agreement and applicable laws, rules and regulations.
3. **Annual Assessment.** Before each fiscal year, the Board of Directors of the Association, hereinafter referred to as "the Board", shall adopt and fix in reasonably itemized detail an annual budget for the anticipated expenses and costs for that year, and shall levy and collect assessments from each Brook Valley Corporate Park Lot which, considering other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all Brook Valley Corporate Park Lots shall be uniform in amount.
4. **Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence at a time to be determined by the Board.
 - a. **When Assessed and Notice to Owners.** The Board shall fix the amount of the annual assessments to be assessed against each Brook Valley Corporate Park Lot at least thirty (30) calendar days prior to the commencement of the first full fiscal year of the Association. Written notice of the annual assessment shall be sent to each Owner subject thereto at least twenty (20) calendar days prior to the due date of the assessment, or the first installment thereof, including the due dates and amounts thereof. The failure of the Board to so notify each Owner in advance shall not, however, relieve any Owner of the duty and obligation to

pay such assessment or any installment thereof. The Board shall have the authority, in its discretion, to require that all Owners pay the annual assessment in one payment or in installments becoming due at such time or times during the assessment year and payable in such manner as determined by the Board. The annual assessments shall be and become a lien as of the date of the annual assessments.

- b. Certificate Furnished Re: Payment of Assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Brook Valley Corporate Park Lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within the thirty (30) calendar days after the due date shall bear interest from the due date at the rate of eleven per cent (11%) per annum. The Association may bring an action at law against an Owner personally obligated to pay the same or may foreclose the lien against the property in the same manner as provided by law for the foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use or abandonment of his Brook Valley Corporate Park Lot.

ARTICLE IV GENERAL PROVISIONS

- A. The Declarant, or its assigns, or the Association, or any Owner of a Brook Valley Lot, shall have the right to enforce by proceeding at law or in equity, all easements, rights, restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to assert or prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant, by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- B. All easements, rights, covenants, conditions and restrictions of this Declaration shall run with and bind the land for perpetuity from the date this Declaration is recorded and may be amended as shown in this article.
- C. All covenants, conditions and restrictions of this Declaration may be amended in writing as follows:
 1. By the Declarant in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date this Declaration is recorded, provided the Declarant owns Lots representing more than 50% of the total square footage of all Lots within Brook Valley Corporate Park.
 2. By an instrument signed by the Owners of not less than seventy-five percent (75%) of the Brook Valley Lots.

Provided, however, any amendment of this Declaration, to be effective, requires the prior written consent of the City of La Vista, Nebraska.

- D. The Association will have a major role in causing the Brook Valley Corporate Park to be a clean, well-maintained and reputable area. Therefore, the power of the Association herein shall be liberally and broadly interpreted to carry out said objective.
 - E. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.
- F. The recitals at the beginning of this Declaration, and any agreement, document or instrument referred to in this Declaration, are incorporated herein by reference.

G. This Declaration and the authority, duties and other terms and conditions expressed herein shall be subject to and carried out in accordance with the Subdivision Agreement, Articles and Bylaws of the Association, and all applicable laws, rules and regulations.

H. The City of La Vista will have the rights, upon demand, to inspect all books and records of the Association, and to enforce this Declaration with respect to the Association or any Owner.

IN WITNESS WHEREOF, the Declarant caused these present to be executed this _____ day of _____, 20_____.

BV 44, LLC,
A Nebraska limited liability company

By: Arun K. Agarwal
General Partner and Managing Agent of DANA PARTNERSHIP, LLP,
A Nebraska limited liability partnership,
Sole member of BV 44, LLC

BY: BROOK VALLEY CORPORATE PARK OWNERS ASSOCIATION, INC., a Nebraska non-profit corporation, BY: _____
Arun K. Agarwal
Director

BY: BROOK VALLEY CORPORATE PARK OWNERS ASSOCIATION, INC., a Nebraska non-profit corporation, BY: _____
Ashley Kuhn
Director

BY: BROOK VALLEY CORPORATE PARK OWNERS ASSOCIATION, INC., a Nebraska non-profit corporation, BY: _____
Brad Brooks
Director

ATTEST:

STATE OF NEBRASKA
COUNTY OF DOUGLAS

)
ss.

On this ___th day of _____, 20_____, before me, a Notary Public in and for said County and State, personally appeared Arun Agarwal, General Partner and Managing Agent of DANA Partnership, LLP

("Partnership"), the sole member of BV 44, LLC ("Company"), who executed the above and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Partnership and Company.

NOTARY PUBLIC

My Commission expires _____

On this ____th day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Arun Agarwal, Director of Brook Valley Corporate Park Owners Association, Inc. ("Association"), who executed the above and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Association.

NOTARY PUBLIC

My Commission expires _____

On this ____th day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Ashley Kuhn, Director of Brook Valley Corporate Park Owners Association, Inc. ("Association"), who executed the above and acknowledged the execution thereof to be her voluntary act and deed and the voluntary act and deed of said Association.

NOTARY PUBLIC

My Commission expires _____

On this ____th day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Brad Brooks, Director of Brook Valley Corporate Park Owners Association, Inc. ("Association"), who executed the above and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Association.

NOTARY PUBLIC

My Commission expires _____

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 15, 2014 AGENDA

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT AMENDMENT ~ MY PLACE HOTEL LOT 3, SOUTHPORT EAST REPLAT THREE	◆RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH 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 on Lot 3, Southport East Replat Three, generally located northwest of Southport Parkway and Port Grace Blvd.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval of the Conditional Use Permit for My Place Hotel, conditional on resolution of the outstanding items related to the building design requirements.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by R W La Vista, LLC, for a Conditional Use Permit to locate and operate a My Place Hotel on Lot 3, Southport East Replat Three. The property is zoned C-3 Highway Commercial/Office Park District with the Gateway Corridor Overlay District. The applicant proposes to build a 64-room extended stay hotel. During the design review process two issues were identified and are contingencies to approval:

1. The color of the pitched roof is not compliant with the colors allowed within the Southport Design Guidelines however the city's design review architect recommends approval of the color chosen as it is appropriate for this project; and
2. The Southport Design Guidelines require all building signage to be individual can letters. The applicant has been working to bring the proposed wall sign into compliance. Staff is recommending compliance as a condition of approval.

A detailed staff report is attached.

The Planning Commission held a public hearing on June 19, 2014 and unanimously recommended approval of the Conditional Use Permit to City Council, conditional on the satisfactory completion of the design review prior to City Council review.

*
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 R W LA VISTA, LLC, TO ALLOW FOR A HOTEL ON LOT 3, SOUTHPORT EAST REPLAT THREE.

WHEREAS, R W La Vista, LLC has applied for a conditional use permit for to allow for a hotel, specifically My Place Hotel, on Lot 3, Southport East Replat Three, located northwest of Southport Parkway and Port Grace Boulevard; 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 the roof color as recommended by the city's design review architect; and
2. Compliance of all building signage with the Southport Design Guidelines.

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, for R W La Vista, LLC to allow for a hotel, specifically My Place Hotel, on Lot 3, Southport East Replat Three.

PASSED AND APPROVED THIS 15TH DAY OF JULY, 2014.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: 2014-CUP-02

FOR HEARING OF: July 15, 2014
Report Prepared on July 9, 2014

I. GENERAL INFORMATION

- A. APPLICANT:** RW La Vista, LLC
- B. PROPERTY OWNER:** Starboard South, LLC
- C. LOCATION:** NW Corner of Southport Parkway and Port Grace Blvd.
- D. LEGAL DESCRIPTION:** Lot 3 Southport East Replat Three
- E. REQUESTED ACTION(S):** Conditional Use Permit to allow for a hotel.
- F. EXISTING ZONING AND LAND USE:**
C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District); the property is currently vacant.
- G. PROPOSED USES:** Developer wishes to construct a 64-room extended stay hotel.
- H. SIZE OF SITE:** Applicant wishes to utilize 1.52 acres of the current 2.696 acre parcel.

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The existing site is vacant ground with a gradual downward slope to the north.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 1. **Northwest:** PayPal; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)
 2. **Northeast:** Securities America; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)
 3. **Southeast:** Vacant; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)
 4. **Southwest:** Gas Station/Commercial Strip Center; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)

C. RELEVANT CASE HISTORY: N/A

D. APPLICABLE REGULATIONS:

1. Section 5.12 – C-3 Highway Commercial/Office Park District
2. Section 5.17 of the Gateway Corridor District (Overlay District)
3. Article 6 – Conditional Use Permits

III. ANALYSIS

A. COMPREHENSIVE PLAN: The Future Land Use Map of the Comprehensive Plan designates this property for commercial uses.

B. OTHER PLANS: N/A

C. TRAFFIC AND ACCESS:

1. It was determined by the city engineer that no additional traffic studies are required for the proposed action.
2. Recent traffic analyses have indicated the intersection of Southport Parkway and Giles Road is expected to operate at Level of Service “D” in PM peak hours. Previous studies, such as the one presented to the City Council in October 2000 have indicated that full build-out of the Southport development will require major intersection improvements and widening of Giles Road to six lanes. This particular project is not expected to be a significant contributor to PM peak hour traffic. The applicant needs to be aware that the entrance from Southport Parkway into the private access road may be blocked by traffic queues on Southport Parkway for brief periods in PM peak hours and their customers will need to utilize the Port Grace Boulevard access.
3. The property has access from 123rd Plaza which is a private roadway that exists from Southport Parkway to Port Grace Boulevard. Three driveway connections are proposed to this private roadway which will allow access from both Southport Parkway and from Port Grace Boulevard.

E. UTILITIES: All utilities are available to the site.

F. PARKING REQUIREMENTS:

1. Zoning regulations require a total of 67 parking stalls (64 rooms and 3 employees); 3 of these stalls are required to be handicapped accessible. The CUP site plan depicts a total of 67 parking stalls and includes the required number of accessible stalls. No additional parking is anticipated to be needed.

G. LANDSCAPING:

1. The landscaping plan has been reviewed as part of the design review process that is required for developments within Southport East and

the Gateway Corridor District. Comments regarding the landscape plan are stated within the design review letter from the city's design review architect attached to this report. The landscape plan has been deemed as compliant by the city's architect.

H. BUILDING DESIGN:

1. The building design has been reviewed as part of the design review process that is required for developments within Southport East and the Gateway Corridor District. Comments are stated within the design review letter from the city's design review architect attached to this report. Two items in relation to the building design remain:
 - a. The color of the pitched roof is not compliant with the colors allowed within the Southport Design Guidelines. However, the design review architect has stated within his letter that the color chosen is appropriate for the application. Staff is recommending the approval of this color through the Conditional Use Permit.
 - b. The Southport Design Guidelines require all building signage to be individual can letters. The applicant has been working to bring the proposed wall sign into compliance. Staff is recommending compliance as a condition of approval.

IV. REVIEW COMMENTS:

1. The applicant's latest submittal has been modified in relation to the comments provided by the city engineer in his letter dated May 15, 2014. This review letter is attached for review. The city engineer agrees that the modifications have met his approval.
2. Along with the typical conditions for a hotel within the CUP document, staff has added a condition that allows for the approval of a roof color that is outside of the range of colors listed within the Southport Design Guidelines. If City Council approves of the Conditional Use Permit in its current form, the approval would allow for the proposed roof color.

V. STAFF RECOMMENDATION:

Approval of the Conditional Use Permit contingent upon compliance with the building signage requirements of the Southport design guidelines.

VI. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. City Engineer's Review Letter
3. Design Review Architect's Review Letter
4. Draft CUP with packet of exhibits

VII. COPIES OF REPORT TO:

1. Scott Rau, RW La Vista, LLC; Applicant
2. Trenton B. Magid, Starboard South, LLC; Property Owner
3. Craig Larsen, Legacy Design Group, LLC; Architect
4. Public Upon Request



Prepared by _____
 _____
Community Development Director Date

7-9-14



Vicinity Map

Southport East Replat 3 - MyPlace Hotel

6/12/2014
CSB





May 15, 2014

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

RE: Conditional Use Permit Amendment & Administrative Plat
My Place Hotel
Lot 3, Southport East Replat Three
Initial City Engineer Review

Chris:

I have reviewed the copy of the proposed administrative plat that you provided from E&A Consulting Group, Inc. in your transmittal memo asking for comments by May 15. The plat is entitled Preliminary Administrative Plat, Southport East Replat Fourteen. I have reviewed the criteria of Section 3.08 of the Subdivision Regulations and have the following comments:

- A. The block for the Surveyor's Certification needs to have the language revised to include the following wording "this plat meets or exceeds the "Minimum Standards for Surveys" adopted by the Nebraska State Board of Examiners for Land Surveyors" in accordance with Section 10.02 of the Subdivision Regulations as revised February 4, 2014.
- B. The signature block for review by Sarpy County Public Works needs to be revised to be in accordance with Section 10.06 of the Subdivision Regulations as revised February 4, 2014.
- C. The signature block for City approval needs to be revised to be in accordance with Section 10.08 of the Subdivision Regulations as revised February 4, 2014.
- D. To allow for review of item 3 under Section 3.08.03 of the Subdivision Regulations, the applicant needs to provide a statement by a qualified traffic engineer as to the peak hour, two-way traffic volume that the proposed use is expected to generate in accordance with the Institute of Transportation Engineers recommendations.

I have also reviewed the application that I received from you in the same transmittal for a proposed conditional use permit for a hotel to be developed on part of Lot 3, Southport East Replat Three. Based on the elements for consideration set forth in Article 6.05 of the Zoning Regulations, I have the following comments:

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

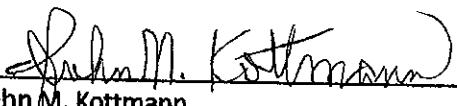
Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Works
9900 Cornhusker Rd.
p: 402-331-8927
f: 402-331-1051

Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

1. Relative to Article 6.05.04, the applicant needs to include on Site Plan Sheet C100 or C300 preliminary indications as to how Post Construction Storm Water Management will be provided to comply with the requirements to treat the first half inch of storm water runoff and to maintain no increase in peak flows from 2-year return frequency storm events above existing conditions.
2. Relative to Article 6.05.05, the applicant needs to provide the peak hour traffic estimation set forth in Item D above in order to evaluate this criterion.
3. In regards to Article 6.05.10 the location of the proposed monument sign at the southerly corner of the site needs to be moved to improve sight distance for vehicles leaving the facility. Also related to this Article, I need to point out that recent traffic analyses have indicated the intersection of Southport Parkway and Giles Road is expected to operate at Level of Service "D" in PM peak hours. Previous studies, such as the one presented to the City Council in October 2000 have indicated that full buildout of the Southport development will require major intersection improvements and widening of Giles Road to six lanes. This particular project is not expected to be a significant contributor to PM peak hour traffic. The applicant needs to be aware that the entrance from Southport Parkway into the private access road may be blocked by traffic queues on Southport Parkway for brief periods in PM peak hours and their customers will need to utilize the Port Grace Boulevard access.
4. The proposed use will not be objectionable under the other criteria in this article as long as the design standards and building permit regulations are followed during design of the facilities.

Please feel free to contact me if you have questions.


John M. Kottmann
John M. Kottmann
City Engineer

Cc file

23 May 2014

Revised 12, June 2014

Revised 25, June 2014

Revised 7, July 2014

Revised 9, July 2014

Mr. Chris Solberg
City of La Vista
8116 Parkview Boulevard
La Vista, NE 68128-2198

RE: Design Review – My Place Hotel
BCDM Project No. 3700-07

Dear Chris:

Per your request, we have completed a design review of the above referenced project using the Design Guidelines for the Southport Development (dated 1 September 2002) as applicable.

The following recommendations, comments and concerns are based on the provided drawings for La Vista My Place dated 5/2/2014. This review will note items ***Not in Compliance*** with the Design Guidelines.

5. SOUTHPORT'S STYLE

- II. SPECIFIC STYLE REQUIREMENTS
 - A. A recognizable base exists, however the mid-façade and cornice do not match proportion. See item II.D.
Not in Compliance.
Submittal describes existing design as compliant due to measured breakdown of facades.
The cornice as defined by the guideline is a horizontal molded projection, not a major portion of the façade. The intent of the guideline is that the primary building material is at least 60% of the façade (excluding the base and windows). The total percentage of primary building material shown in this exhibit is not 60% of the façade.
 - **Not in Compliance.**
Additional brick has been added at corner towers. Cornice comment not addressed in re-submission.
 - **Not in Compliance.**
Re-Submission as of 7/7/14 shows change in color and material at the fascia/soffit to qualify as cornice to satisfy guidelines. This has not been accepted as satisfying cornice element requirement. Suggest including banding in EIFS at "Amarillo White" EIFS areas, above windows to create acceptable cornice element.
 - **Not in Compliance pending revisions**
Re-submission has included banding as described previously to achieve cornice element.
 - **Submittal is compliant.**

Mr. Chris Solberg
City of La Vista

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Submittal has been clarified to provide 6/12 roof pitch throughout.

• **Submittal is Compliant**

- C. “(Pitched Roofs)... shall be comprised of standing seam metal roofing of the color ranges as shown in Appendix L.”

Submitted sample roofing is not of the color range shown in Appendix L.

Not in Compliance.

Item not addressed in Re-submittal.

Proposed color is acceptable from a design perspective however, a color not in the range shown in the Appendix would require Council Approval.

• **Not in Compliance pending Council Approval.**

Item not addressed in Re-Submittal.

- **Though not approved color within guidelines, color of roof selection is appropriate for application.**

- D. Refer to Item 2.b. *The mid-façade shall be constructed from (1) or more of the primary building materials... ...The primary building materials shall comprise a minimum of 60% of the mid-façade. The remaining 40% can be comprised of the Secondary building materials.*

- Corner towers contain none of the primary building material as well as other sections.

- More information of building horizontal dimensions needed to determine compliance.

- Recommend incorporating brick into elements that currently show no primary building material element (corner towers, main façade etc. Se item II.A)

Not in Compliance.

Submittal describes existing design as compliant due to measured breakdown of facades. See item IIA.

• **Not in Compliance.**

Item addressed by corner column brick additions. Additional brick aids mid-façade requirement compliance.

• **Compliant under revision.**

6. SITE ELEMENTS

- I. SPECIFIC SITE ELEMENT REQUIREMENTS
- A. Serpentine Sidewalk has been provided as required.

Submittal is compliant.

Plants for the green space shall be selected from the plant list as shown in Appendix G.

-Although some plants selected comply with the list in Appendix G, several are not from this list.

-In addition, the planting sizes do not match requirements as shown in Appendix G.

Not in Compliance.

Planting list has been revised to include compliant number and sizing of planting from Appendix G.

• **Submittal is Compliant**

- D. Green Space (Secondary Street Frontage) 10' requirement of landscaped area shown as required.

Submittal is compliant.

Mr. Chris Solberg

City of La Vista

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Plants for the green space shall be selected from the plant list as shown in Appendix G.

-Although some plants selected comply with the list in Appendix G, several are not from this list. Minimally select plants to meet minimum requirements for each category as listed.

-In addition, the planting sizes do not match requirements as shown in Appendix G.

Not in Compliance.

Planting list has been revised to include compliant number and sizing of planting from Appendix G.

- **Submittal is Compliant**

7. BUILDING ELEMENTS

- **II. SPECIFIC BUILDING ELEMENT REQUIREMENTS (Mandatory)**
 - A. *All roof top mechanical units, including motel/hotel room units shall be screened from view from public right-of-ways through the use of permanent architectural screens that are integrated with the overall design of the building.*
 - Motel/hotel PTAC thru-wall units are to be screened.
 - Provide information and details on screening to be incorporated into thru-wall units shown.
 - Not in Compliance.**
 - Information has been provided for PTAC grilles.**
 - **Submittal is Compliant**
 - B. *Ground level mechanical equipment is not shown. Provide information showing locations of any and all pedestals, building utilities etc.*
 - Compliant pending final mechanical drawings showing any exterior equipment locations.**
 - Mechanical plans pending submittal, however design concept describes location and screening of units.**
 - **Submittal is Compliant**
 - C. *Refuse screening shown is compliant.*
 - Submittal is compliant.**
 - F. *Building lighting shall use metal halide color lighting as required. Submittal does not specify color of site elements including lamps. Submittal does not specify lighting color.*
 - Submittal is compliant pending lighting and pole color specified as required**
 - Additional information provided specifying lighting and pole color to match guidelines.**
 - **Submittal is Compliant.**
- **III. SPECIFIC BUILDING ELEMENT REQUIREMENTS (Optional)**
 - Requirement to provide 4 of the 6 optional elements.
 - A. Awnings. (Not provided) **(Provided)**
 - **Submittal has described original submittal roof elements as awnings.**
 - **Building elements described do not satisfy the intent of providing awnings.**
 - **Element not provided under current submission.**
 - **Element addressed and provided as design element (Provided)**
 - B. Arches. (Not provided)

Mr. Chris Solberg

City of La Vista

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- C. Square Columns (Not provided)
 - Submittal has described canopy columns and tower elements as square columns.
 - Some square column elements are included, however, the rear of the building is recommended to continue the building elements.
 - Element not provided under current submission and requires additional revisions.
 - D. Pitched Roof (Provided)
 - E. Arbors (Not Provided) (Provided)
 - Submittal could incorporate this element to comply with requirements.
 - Re-submittal provides arbor at seating area.
 - F. Site Furniture (Provided) Provide cuts of site furniture to be included in the design with color selection indicated.
 - Cut sheets of site furniture to be provided have been included.
- Provide 2 additional optional building elements as required.
Not in Compliance.
- Provide 2 additional optional building elements as required.
Not in Compliance.
-4 out of 6 items provided
Submittal is Compliant.

9. SIGNAGE

- All building signs shall be individual can letters. Color of letters is up to the Building owner.
- Individual can letters on building not shown. Singular sign is not compliant with this requirement. Signage reviewed by City.
Not in Compliance.
Signage has been described in more detail including trademarked signage as shown.
Signage is required to be modified to comply with guidelines. (See Fantasy Car Wash ie.) Signage is reviewed by City for compliance.
Signage is required to be modified to comply with guidelines. (See Fantasy Car Wash ie.) Signage is reviewed by City for compliance.
Signage has been modified to more closely comply with guidelines. Signage is reviewed by City for compliance.

If you have questions on any of the comments listed above, please contact me directly at (402) 384-6428.

Sincerely,

Kevin Schluckebier, AIA, LEED AP

BCDM Architects

KES/bsf

c: File 3700-07, 1.0

**City of La Vista
Conditional Use Permit**

Conditional Use Permit for Hotel

This Conditional Use Permit issued this 15th day of July, 2014, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, RW La Vista, LLC ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a hotel upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 3, Southport East Replat Three located in the SE $\frac{1}{4}$, Section 18, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a hotel; 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 "C100" 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. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the proposed Use:
 - a. 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 "C100".
 - b. The hours of operation will be 24 hours a day seven days a week.
 - c. There will be approximately 3 employees to work full or part time.
 - d. 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.
 - e. The premises shall be developed and maintained in accordance with the site plan (Exhibit "C100") as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Chief Building Official for approval.
 - f. 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.

- g. 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.
 - h. 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.
 - i. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, 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. The elevation plans (Exhibits "A200" and "A201") and material submitted indicate a combination of block veneer, brick, and E.I.F.S. with a recognizable base, mid-façade and cornice.
 - ii. All windows shall be "punched" style.
 - iii. The roof shall be standing seam metal with a 6/12 pitch with a color of "Burnish Slate".
 - iv. The project has incorporated four of the six optional building elements to the exterior design of the building as prescribed by the Southport East Design Guidelines. Site furniture and arbors are illustrated on the Site Plan and elevation plans (Exhibits "C100" and "A200"). Awnings and a pitched roof are illustrated on the elevation plans (Exhibits "A200" and "A201").
 - b. Mechanical Units
 - i. According to the building elevations (Exhibits "A200" and "A201"), there are louvers integrated with the windows at each individual room. Such louvers shall be painted to match the surrounding wall finishes.
 - ii. The ground units as shown on the landscape plan (Exhibit "L100") are to be screened from view by a mixture of Shadblow Serviceberry, Dense Yew, Knock Out Rose, and Sea Green Juniper.
 - c. Trash Enclosure
 - i. The site plan (Exhibit "C100") and elevation (Exhibit "A202") 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.
 - d. Landscaping and Site Treatment
 - i. The landscape plan (Exhibit "L100") has identified the required landscaping to the site and shall be incorporated accordingly.
 - ii. Any changes to the landscape plan must be approved by the City of La Vista.
 - iii. All perimeter sidewalks 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 "Appendix H" and "Appendix I") shall be located according to the Site Lighting Plan (Exhibit "C100").
 - ii. All additional exterior light fixtures must be submitted for approval.
 - f. Signage
 - i. All signs shall comply with the City's sign regulations. Wall signage shall be individual can letters 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 (30) days of City's giving notice thereof.
6. If the permitted use is not commenced within one (1) year from July 15, 2014, 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 be binding upon owner, his successors and assigns.

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 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: Scott Rau
RW La Vista, LLC
1910 8th Ave NE
Aberdeen SD, 57401

Effective Date:

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pam A. Buethe
City Clerk

CONSENT AND AGREEMENT

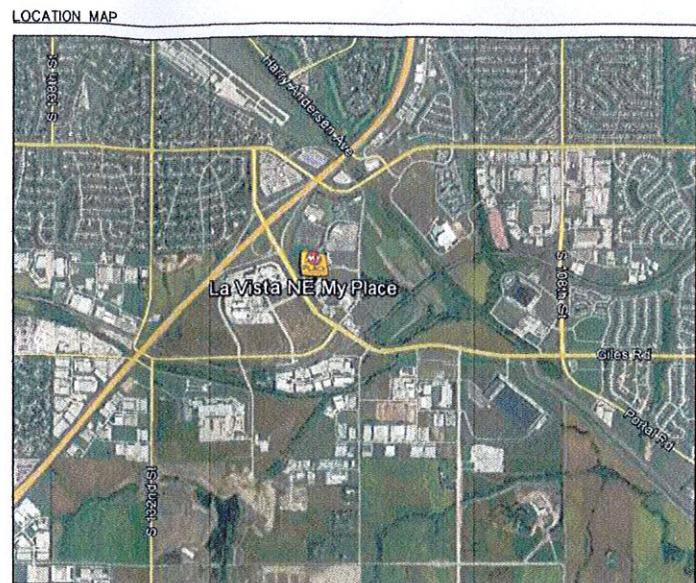
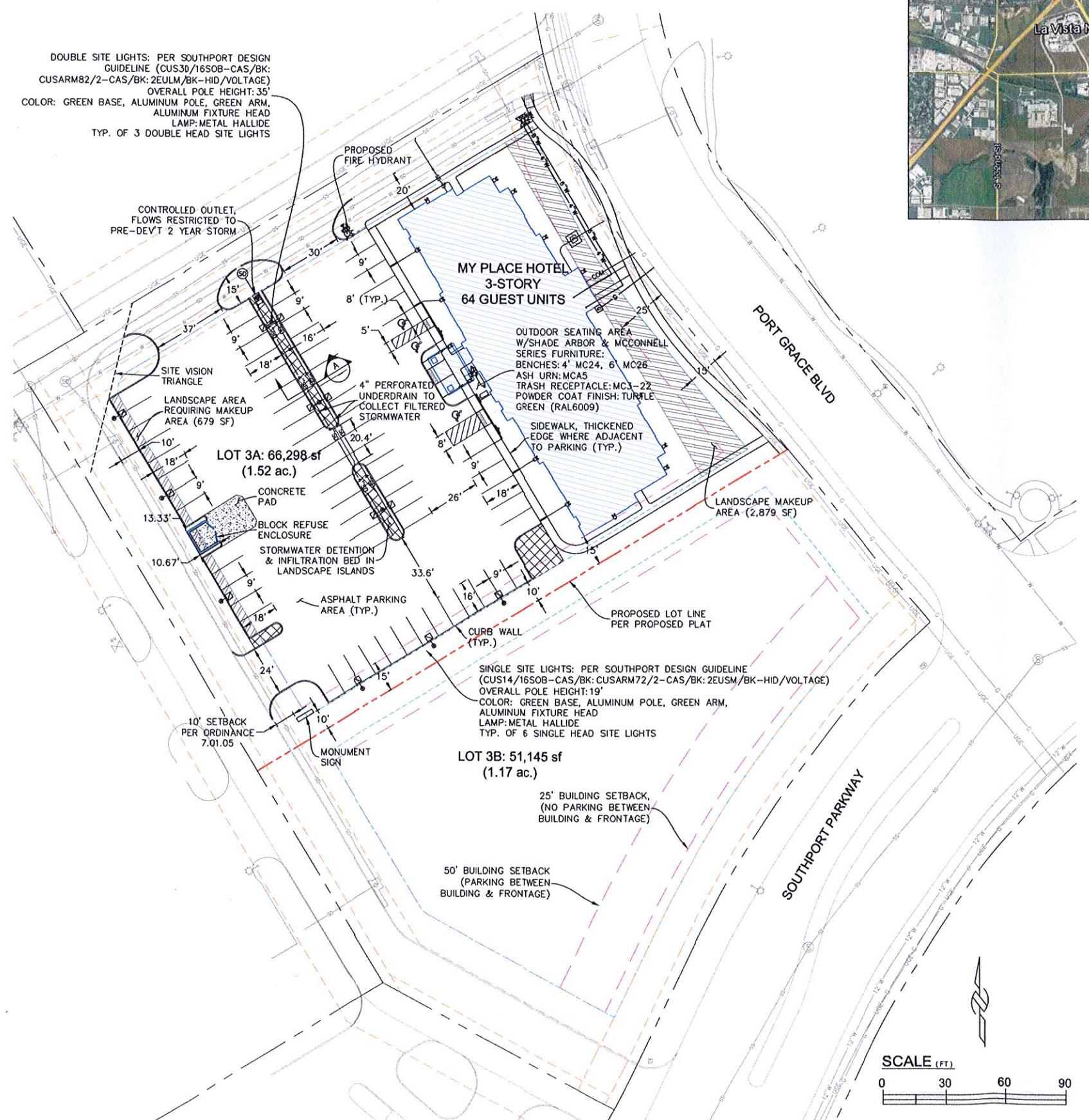
The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

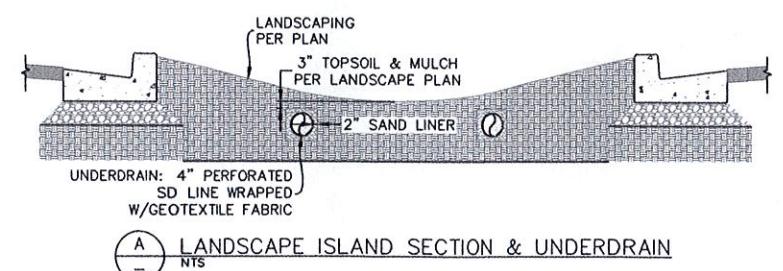
By: _____

Title: _____

Date: _____



LEGEND	
PROPOSED	EXISTING
PROPERTY LINE	PROPERTY LINE
EASEMENT	EASEMENT
PARKING SETBACK REQ'T	PARKING SETBACK REQ'T
BUILDING SETBACK REQ'T	BUILDING SETBACK REQ'T
MAJOR CONTOUR	MAJOR CONTOUR
MINOR CONTOUR	MINOR CONTOUR
STORMDRAIN LINE	STORMDRAIN LINE
SANITARY SEWER LINE	SANITARY SEWER LINE
WATER LINE	WATER LINE
OVERHEAD ELECTRIC LINE	OVERHEAD ELECTRIC LINE
UNDERGROUND ELECTRIC LINE	UNDERGROUND ELECTRIC LINE
COMMUNICATIONS LINE	COMMUNICATIONS LINE
GAS LINE	GAS LINE
CONDUT	CONDUT
PROPERTY LINE	PROPERTY LINE
STORMDRAIN INLET	STORMDRAIN INLET
STORMDRAIN COMBINATION BOX	STORMDRAIN COMBINATION BOX
STORMDRAIN MANHOLE	STORMDRAIN MANHOLE
DOWNSPOUT (ROOF DRAIN W/CONNECTION)	DOWNSPOUT (ROOF DRAIN W/CONNECTION)
ROOFDRAIN (OUTLET TO LANDSCAPING)	ROOFDRAIN (OUTLET TO LANDSCAPING)
CLEANOUT	CLEANOUT
SANITARY SEWER MANHOLE	SANITARY SEWER MANHOLE
ELECTRICAL/TRANSFORMER BOX	ELECTRICAL/TRANSFORMER BOX
FIRE HYDRANT	FIRE HYDRANT
WATER METER	WATER METER
WATER VALVE	WATER VALVE
FIRE DEPT. CONNECTION	FIRE DEPT. CONNECTION
SITE LIGHT	SITE LIGHT
INTERIOR PARKING LANDSCAPING	INTERIOR PARKING LANDSCAPING
LANDSCAPING SWAP/MAKEUP AREA	LANDSCAPING SWAP/MAKEUP AREA



PARKING/LANDSCAPING CALCULATIONS:

- 1 STALL PER HOTEL ROOM
- 64 ROOMS & 3 EMPLOYEES = 67 STALLS
- STALLS PROVIDED = 71 (INCLUDES 3 ADA STALLS)
- PARKING LANDSCAPING REQUIRED (10 SF/STALL) = 662 SF
- PARKING LANDSCAPING PROVIDED = 1,128 SF

SITE INFORMATION:

- ZONING DISTRICT: C3, HIGHWAY COMMERCIAL
- LOT SIZE: 66,298 SF (1.52 AC.)
- OPEN SPACE: 18,570 SF (28%)
- PERVIOUS AREA (LANDSCAPING): 17,168 SF (26%)
- LANDSCAPE AREA ENCROACHED BY PARKING REQUIRING MAKEUP: 679 SF
- LANDSCAPE PARKING MAKEUP AREA PROVIDED: 2,874 SF (REAR OF BLDG)

OWNER/DEVELOPER:

THE RIVETT GROUP, LLC
 SCOTT RAU
 1910 8TH AVE. NE
 ABERDEEN, SD 57401
 605.725.5257

SURVEYOR:
 E&A CONSULTING GROUP
 JASON HEADLEY, RLS
 330 NORTH 117TH ST.
 OMAHA, NE 68154
 402.895.4700

ARCHITECT:

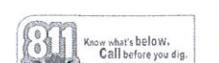
THE RICHARDSON DESIGN PARTNERSHIP
 JEFF BYERS, AIA
 510 SOUTH 600 EAST
 SALT LAKE CITY, UT 84102
 801.355.6868

LANDSCAPE ARCHITECT:
 E&A CONSULTING GROUP
 JASON THIELLEN
 330 NORTH 117TH ST.
 OMAHA, NE 68154
 402.895.4700

CIVIL ENGINEER:

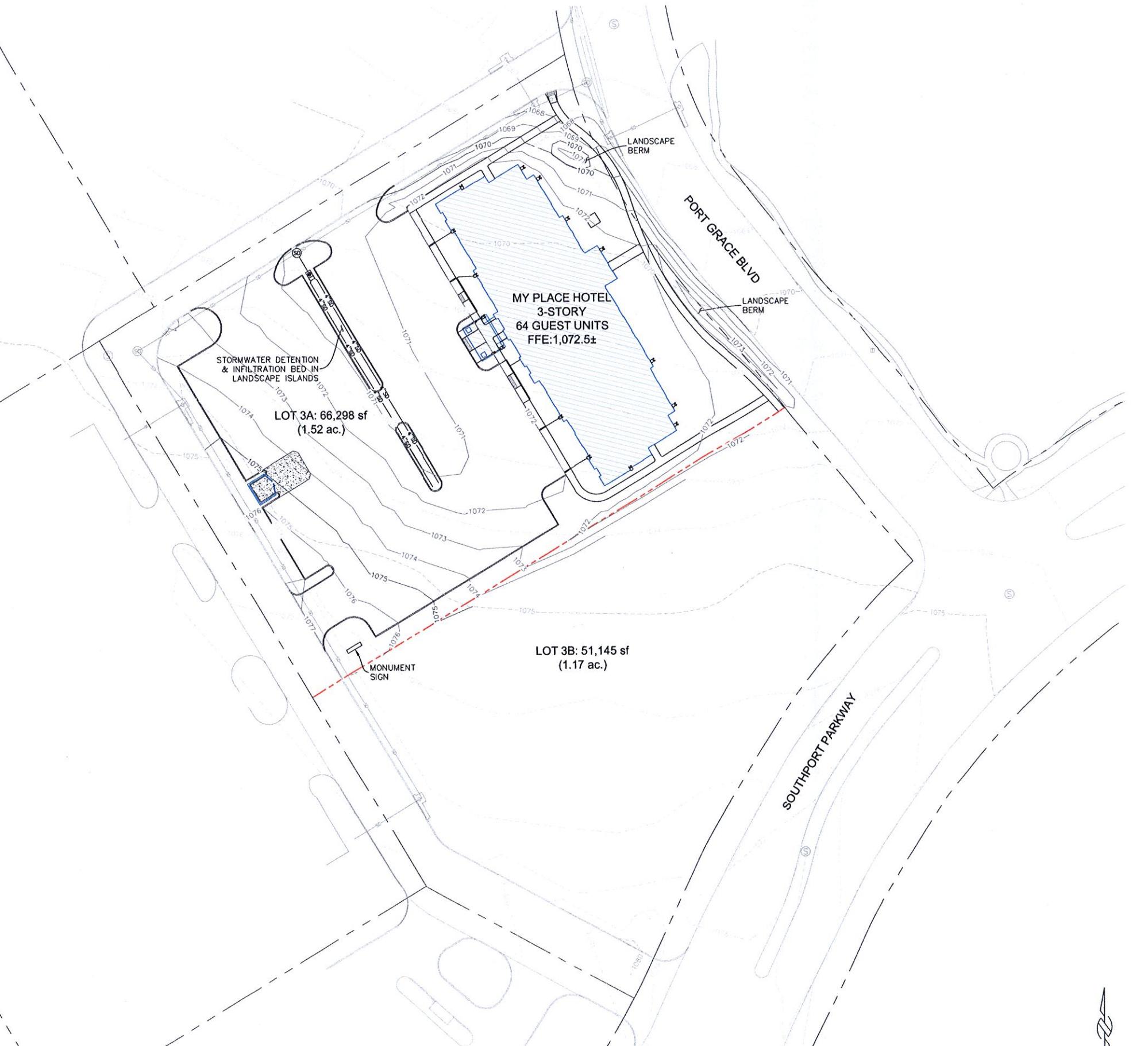
LEGACY DESIGN GROUP
 CRAIG LARSEN, PE
 1910 8TH AVE. NE
 ABERDEEN, SD 57401
 605.725.5257

GEOTECHNICAL ENGINEER:
 E&A CONSULTING GROUP
 GOPAL ALLAM
 330 NORTH 117TH ST.
 OMAHA, NE 68154
 402.895.4700



Rev. Date Comment

 DRAWN BY: CBL
 DESIGN BY: CBL
 ISSUE DATE:

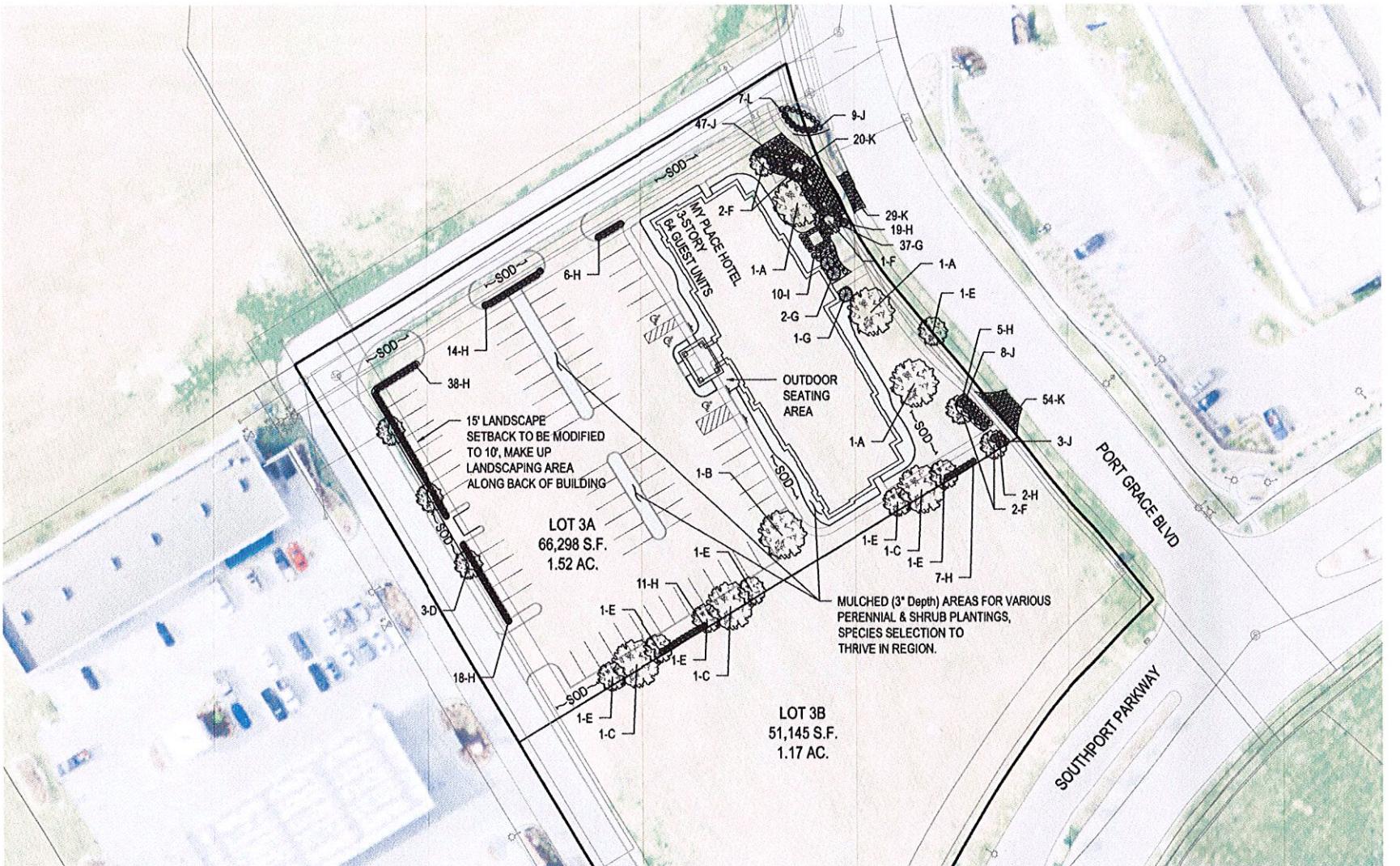
LEGEND		PROPOSED	EXISTING
			MAJOR CONTOUR
			MINOR CONTOUR
			BUILDING/STRUCTURE
			CURB, GUTTER
			PROPERTY LINE
			STORMDRAIN INLET
			STORMDRAIN COMBINATION BOX
			STORMDRAIN MANHOLE
			DOWNSPOUT CONNECTION
			ROOF DRAIN
			CLEANOUT



Rev. Date Comment

 DRAWN BY: CBL
 DESIGN BY: CBL
 ISSUE DATE:

 SCALE (FT.)
 0 30 60 90



LANDSCAPE NOTES:

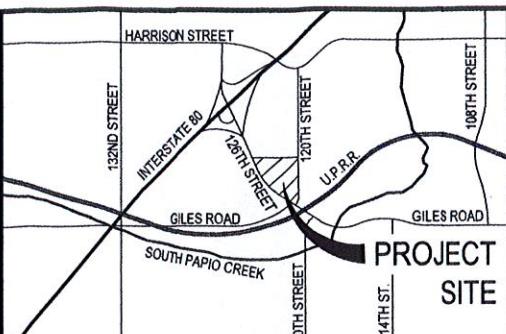
- Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
- All plant material shall be of good quality and sizes shall meet required size specifications. Owner reserves the right to substitute plant material type, size and/or quantity.
- All plants are to be watered immediately after planting and then watered once a week for a period of two months from time of planting.
- All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
- Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
- The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
- Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
- All trees are to be staked for a period of not less than one year from time of planting.
- Contractor to coordinate work with other amenities contractors.

IRRIGATION NOTES:

- All landscaped and sodded areas to be irrigated.
- Irrigation bid to include meter pit and MUD fees.
- Mount irrigation controller in mechanical room with instructions. Contractor to provide training of irrigation system to Owner.
- Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
- Irrigation contractor responsible to winterize system one time.
- Irrigation contractor to furnish as built drawing of the system and catalogue cuts of the installed equipment prior to final payment.
- Irrigation contractor to provide owner and engineer an irrigation plan shop drawing and equipment catalog cuts for approval prior to installation.
- Contractor to coordinate work with other amenities contractors.

SODDING NOTES:

- The contractor shall notify the architect at least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so have been granted. No frozen sod shall be placed. No sodding shall be done on frozen earth.
- Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of transplanting. Dumping from vehicles will not be permitted. The sod shall be planted within eighteen (18) hours from the time it is harvested unless it is tightly rolled or stored roots-to-roots in a satisfactory manner. All sod in stacks shall be kept moist and shall be protected from exposure to the sun and from freezing. No storage longer than three (3) days will be permitted. Sod which becomes dried out or does not meet the specifications will be rejected.
- There shall be a minimum of six inches, after tamping, of topsoil under all sod. Excavations or trenching shall be made to a sufficient depth below the finished grade of the soil to accommodate the depth of topsoil as specified and the thickness of sod as specified. Fertilizer shall be applied at a rate to provide 100 pounds of nitrogen per acre unless fertilizer has been applied under another item in this contract to the topsoil in the sod bed. Fertilizer applied under this item shall be incorporated with the topsoil to a depth of at least two inches before the sod is laid, unless otherwise specified or approved. Incorporation shall be accomplished by disking, harrowing, drilling, raking or other approved means.
- The soil on which the sod is laid shall be reasonably moist and shall be watered, if so directed. The sod shall be laid smoothly, edge to edge, and all openings shall be plugged with sod. Immediately after the sod is laid, it shall be pressed firmly into contact with the sod bed by tamping, rolling, or by other approved methods so as to eliminate all air pockets, provide true and even surfaces, insure knitting and protect all exposed sod edges without displacement of the sod or deformation of the surface of the sodded areas and watered at the rate of five gallons per square yard of sodded area unless otherwise directed.
- The contractor shall take care of the sodded areas until all work on the entire contract has been completed, and sod has been mowed twice and then accepted. Such care shall consist of providing protection against traffic by approved warning signs or barricades and the moving of grass to the height of two inches when the growth attains a maximum height of four inches.
- Sod shall also be watered. When the sod is watered, sufficient water shall be applied to wet the sod at least two inches deep in the sod bed. Watering shall be done in a manner which will not cause erosion or other damage to the finished surfaces. Any surfaces which become gullied or otherwise damaged shall be repaired to reestablish the grade and conditions of the soil prior to sodding and shall then be re-fertilized and re-sodded as specified under this item.
- In drainage-ways or slopes, the sod shall be laid with their longest dimension parallel to the contours. Such sodding shall begin at the base of slopes or grades and the sodding progress in continuous parallel rows working upward. Vertical joints between such sodding shall be staggered. All sod shall be laid to the grades specified and the grades formed with special care at the junction of drainage-ways.
- Sod shall be held in place by stakes in all drainage-ways, on all slopes steeper than 4:1 and elsewhere where specified or as directed. Pegging shall be done immediately after tamping. At least one stake shall be driven through each sod to be staked, and the stakes shall not be more than two feet apart. Stakes shall have their flat sides against the slope and be driven flush. Stakes for pegging sod shall be of wood, approximately one inch by two inches and of sufficient length to penetrate the sod, the topsoil and to a minimum depth of two inches of subsoil.
- The contractor shall keep all sodded areas thoroughly watered for a period of thirty (30) calendar days after the initial laying and as often as required thereafter until sod has been fully established (two mowings) and accepted by the engineer and owner. Contractor to use temporary irrigation for the watering of the sod. Contractor to supply all necessary hoses, fittings and sprinklers for all watering needs.
- All sod must be fully established (two mowings) and growing at the time of inspection and acceptance.

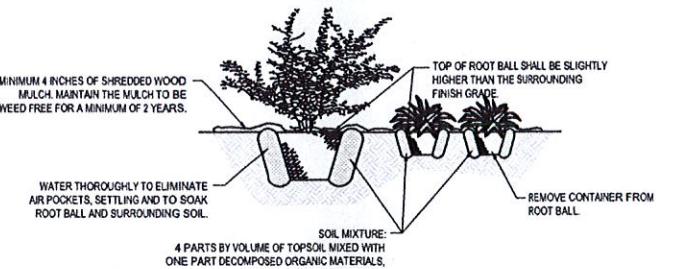


40
0
40
1 inch = 40 ft.

VICINITY MAP

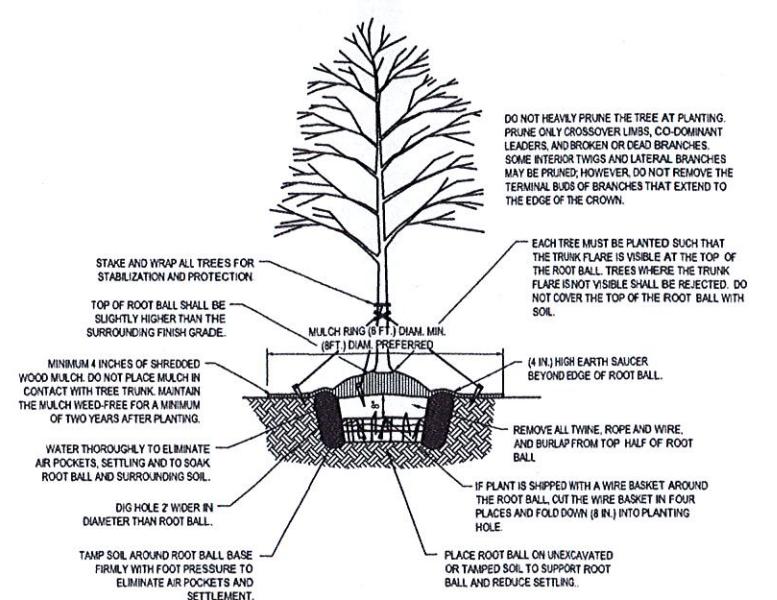
PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	3	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Honeylocust	3"	B&B
B	1	Acer rubrum 'Franksred'	Red Sunset Maple	3"	B&B
C	3	Quercus rubra	Northern Red Oak	3"	B&B
D	3	Malus 'Spring Snow'	Spring Snow Crabapple	2 1/2"	B&B
E	7	Malus 'Indian Magic'	Indian Magic Crabapple	2 1/2"	B&B
F	5	Amelanchier canadensis	Shadblow Serviceberry	2 1/2"	B&B
G	40	Taxis densiformis	Dense Yew	18-24"	Cont.
H	120	Juniperus chinensis 'Sea Green'	Sea Green Juniper	5 Gal.	Cont.
I	10	Rosa 'Knock Out'	Knock Out Rose	2 Gal.	Cont.
J	67	Berberis thunbergii	Red Barberry	5 Gal.	Cont.
K	103	Hemerocallis 'Stella D'Oro'	Stella D'Oro Daylily	1 Gal.	Cont.
L	7	Juniperus chinensis	Blue Rug Juniper	2 Gal.	Cont.



SHRUB & PERENNIAL PLANTING DETAIL

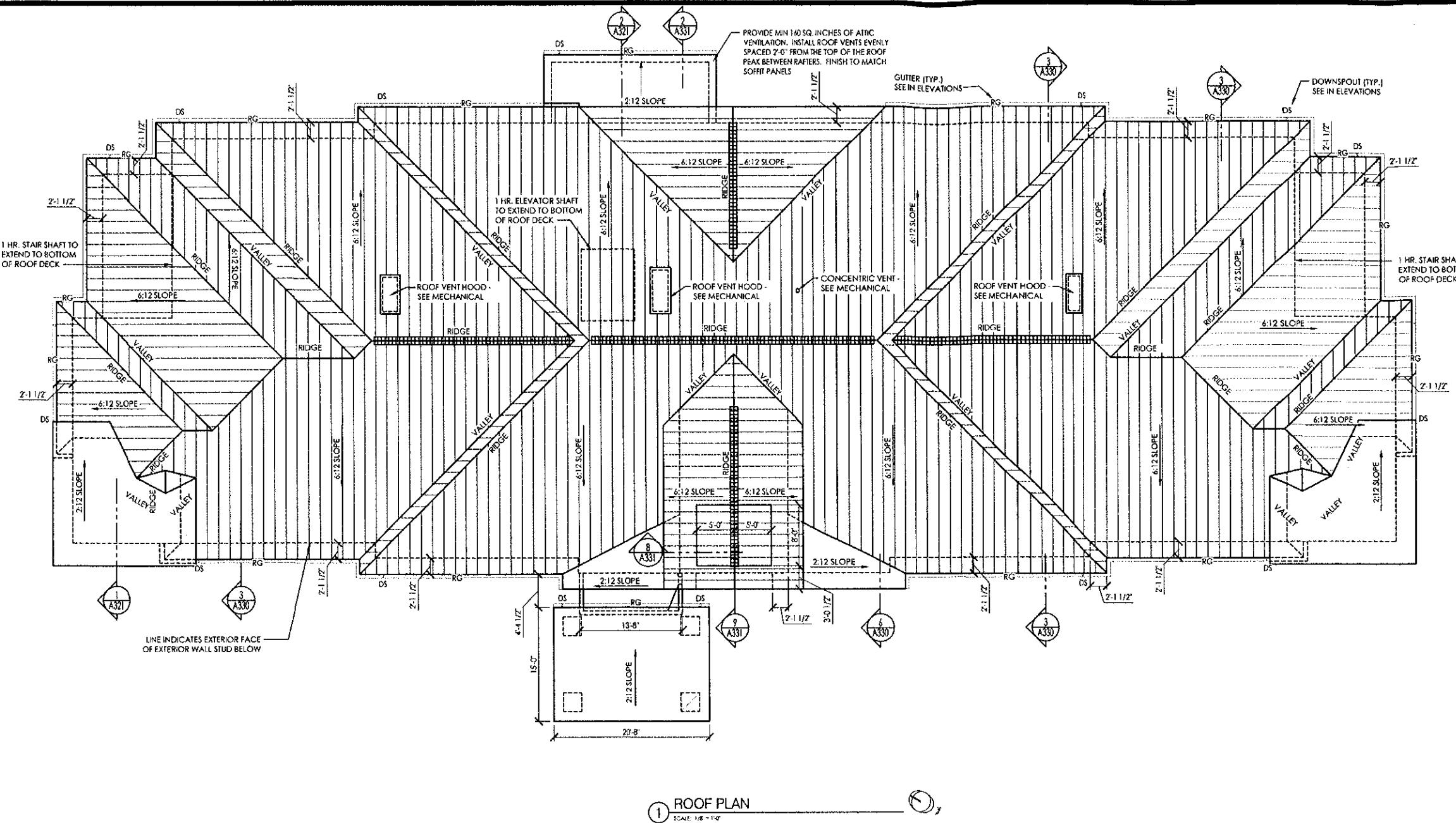
NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE

NOT TO SCALE

E & A CONSULTING GROUP, INC.		
Engineering • Planning • Environmental & Field Services		
300 North 17th Street Omaha, NE 68154 Phone: 402.935.4700 Fax: 402.935.3599 www.eacg.com		
811	Know what's below. Call before you dig.	Photo ID: 000
Rev. -	Date -	Comment -
DRAWN BY: _____		
DESIGN BY: _____		
ISSUE DATE: _____		
PROFESSIONAL CONSULTANT CITY OF OMAHA STATE OF NEBRASKA CONTRACT NUMBER: _____		
PRELIMINARY CONSTRUCTION DRAWING LANDSCAPE PLAN L100		



ROOF PLAN GENERAL NOTES:

ATTIC VENTILATION REQUIRED:
300 RULE ATTIC VENTILATION
ITCHED ROOF FOOTPRINT: 3RD FLOOR FOOTPRINT = 9,569 S.F.
569 DIVIDED BY 300 S.F. = 31.89 S.F.
1.89 MULTIPLIED BY 144 SQ. IN. = 4,593 SQ. IN.
ITCHED ROOF AREA TOTAL SQ. IN. VENTILATION REQUIRED - 4,593 SQ. IN.

DOOF VENTILATION PROVIDED AT ROOF HIGH POINT-
27 UN. FEET OF RIDGEVENT (REF. SPECIFICATIONS) WITH 15.8 SQ. IN. N.F.V.A. PER
DOOT ICBO# 4838 = 2,286 SQ. IN.

DUCT VENTILATION PROVIDED:
OVERALL TOTAL VENTILATION REQUIRED - 4,593 SQ. IN MINUS VENTILATION PROVIDED @ RIDGE - 2,286 SQ. IN. = 2,307 SQ. IN TO BE PROVIDED @ SOFFIT. CONTRACTOR TO VERIFY

GENERAL NOTES:

- SEE ELEVATIONS FOR ADDITIONAL GUTTER AND DOWNSPOUT INFORMATION.
 - ALL VALLEY CONDITIONS TO RECEIVE METAL FLASHING.
 - Typical roof finish to be standing seam metal roof unless noted otherwise (U.N.O.)
 - ALL VENTS THROUGH THE ROOF ARE TO OFFSET IN ATTIC AND ONLY PENETRATE ROOF ON ELECTRICAL ROOM SIDE OF RIDGE U.N.O.
 - VERIFY ALL MECHANICAL EQUIPMENT LOCATIONS WITH MECHANICAL DRAWINGS
 - DRAFT STOPS LOCATED WITH ASSUMED SPRINKLERED ATTIC. VERIFY WITH LOCAL CODE OR INSURANCE REQUIREMENTS.
 - DO NOT SLEATH ENTIRE AREA OF TRUSSES BETWEEN MAIN ROOF & DORMERS. DORMERS MUST BE VENTILATED.
 - FRAMER TO BUILD CAT WALK'S IN ATTIC. PROVIDE 3/4" OSB FLOOR SYSTEM 4'-0" WIDE OVER 2X10 FRAMING FROM ATTIC ACCESS TO MECHANICAL EXHAUST FANS AS INDICATED ON MECHANICAL DRAWINGS. MAINTAIN MIN. 6'-0" HIGH CLEAR 9' MAIN WALKWAY.
 - PROVIDE LIGHTING EVERY 50' WITH OUTLET PLUG ON THE PORCELAIN FIXTURE. SWITCH SHOULD BE INSTALLED AT ATTIC ACCESS AREA. SEE ELECTRICAL.
 - FRAMING FOR ATTIC ACCESS DOORS TO BE 3/4" PLYWOOD BOX BETWEEN TRUSSES 2' HIGH AND 3' LONG
 - PROVIDE NFPA 13R FIRE SPRINKLER SYSTEM IN COMBUSTIBLE CONCEALED ATTIC SPACES.

GENERAL NOTES:

- REF. STRUCTURAL DRAWINGS FOR SHEARWALL LOCATIONS
 - REFER TO MECHANICAL & PLUMBING DRAWINGS FOR LOCATIONS & SIZES OF ROOF PENETRATIONS.

LEGEND

Diagram illustrating the components of a roof cross-section:

- BUILDING LINE
- RIDGE VENT
- ROOF LINE
- DOWN SPOUT
- GUTTER
- STANDING SEAM METAL ROOF

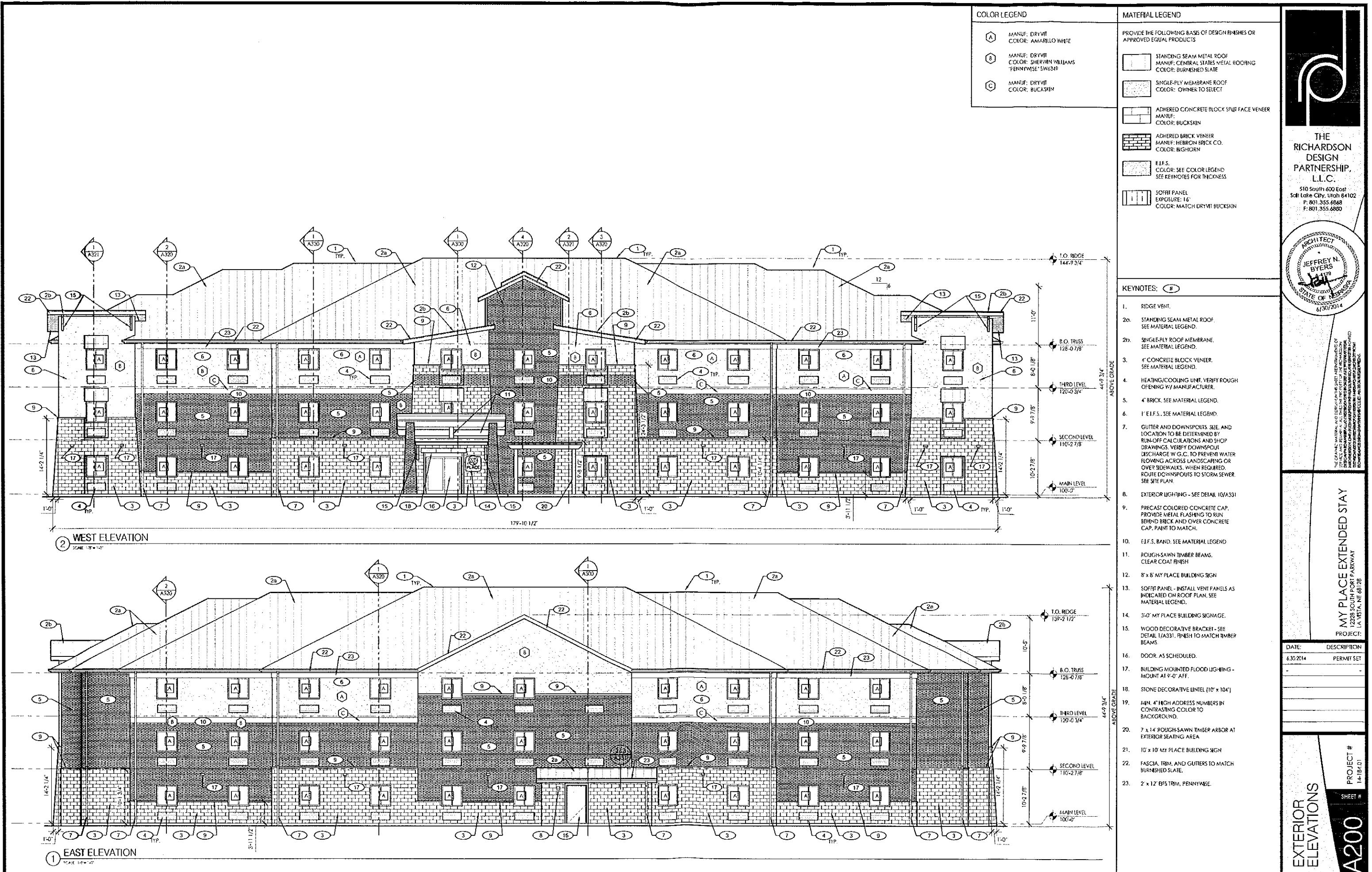
SINGLE PLY ROOFING MEMBRANE

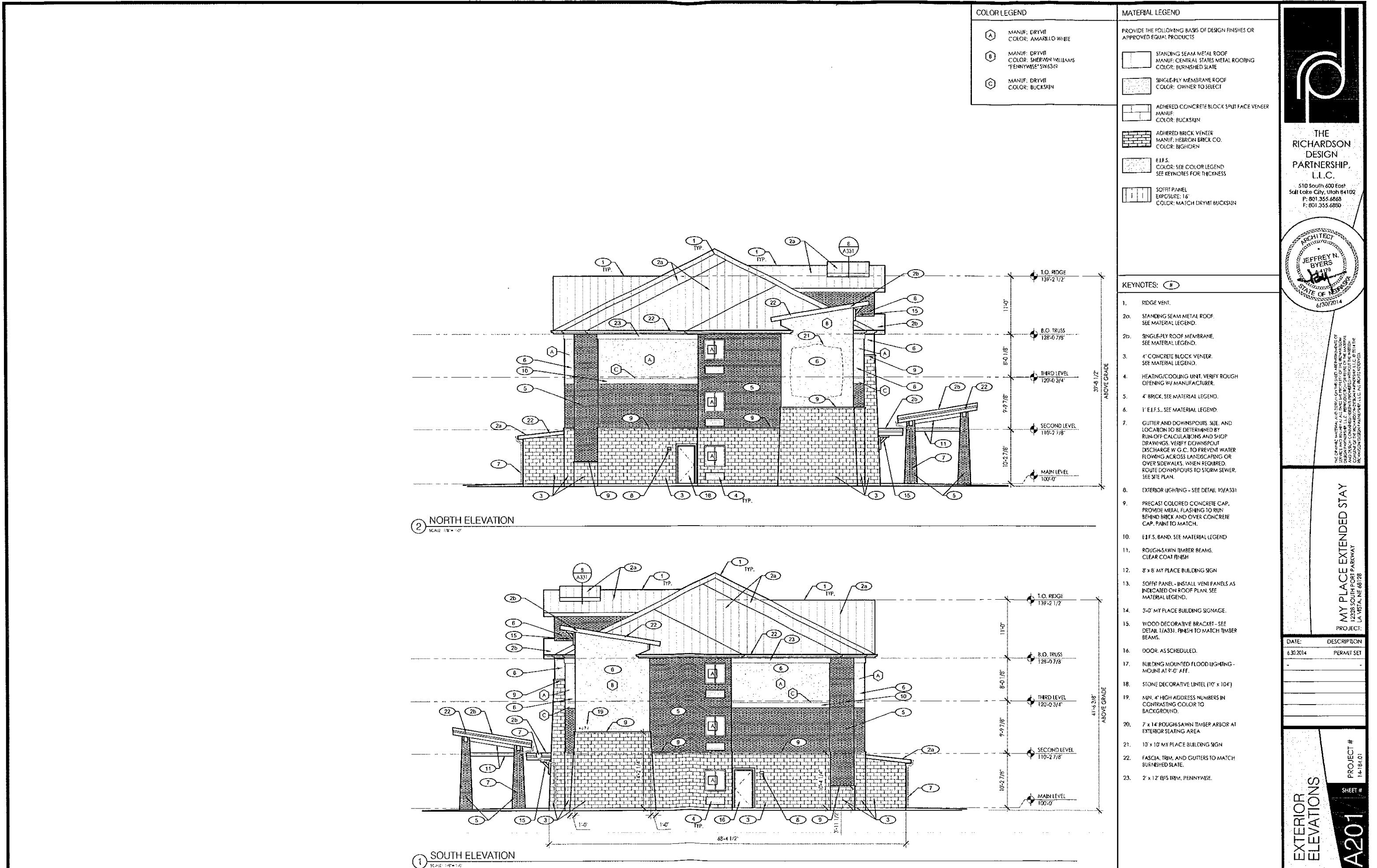
MY PLACE EXTENDED STAY PROJECT LA VISTA, NE

DESCRIPTION

PROJECT #

104





GENERAL NOTES:
FOR DUMPSTER LOCATIONS SEE
CIVIL SHEETS



THE
RICHARDSON
DESIGN
PARTNERSHIP,
L.L.C.

510 South 400 East
Salt Lake City, Utah 84102
P: 801.355.6868
F: 801.355.6880

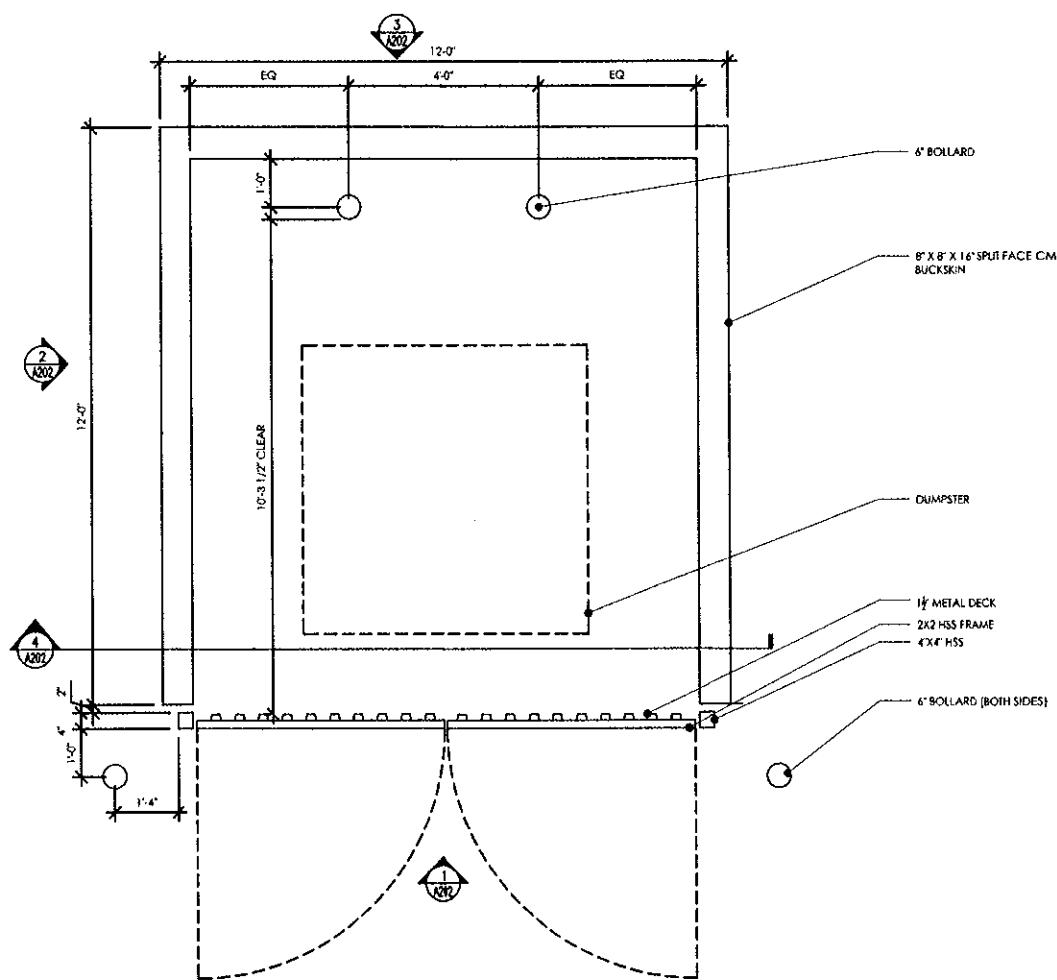
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AND DESIGN, IN PART OR IN WHOLE, IS PROHIBITED WITHOUT THE WRITTEN
CONSENT OF THE RICHARDSON DESIGN PARTNERSHIP, L.L.C. ALL RIGHTS RESERVED.

MY PLACE EXTENDED STAY
LA VISTA, NE

PROJECT:

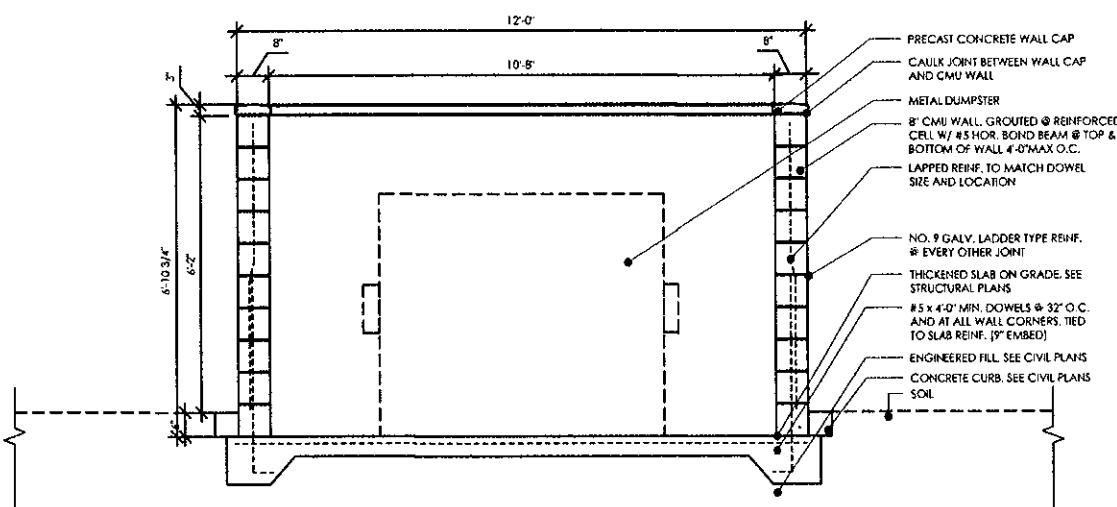
DATE: DESCRIPTION

DUMPSTER
ENCLOSURE
A202
PROJECT #
1418-01



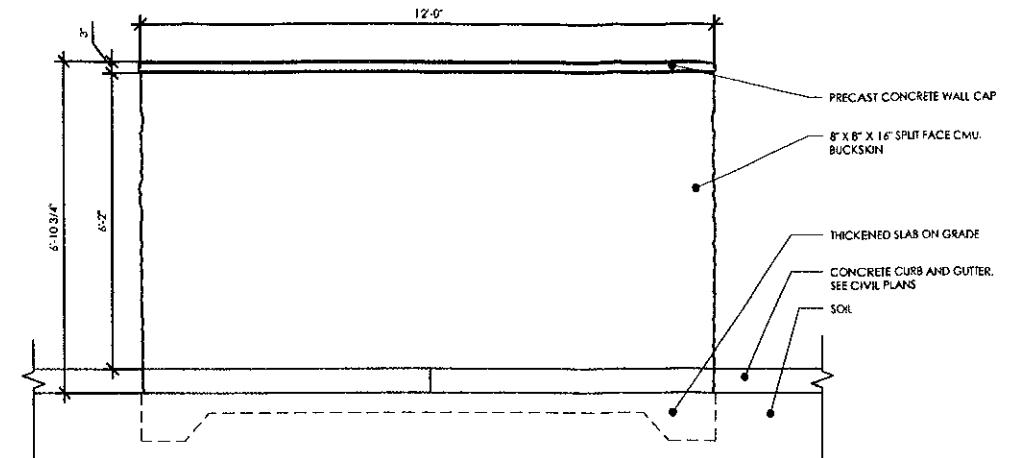
5 FLOOR PLAN

SCALE: 1/2" = 1'-0"



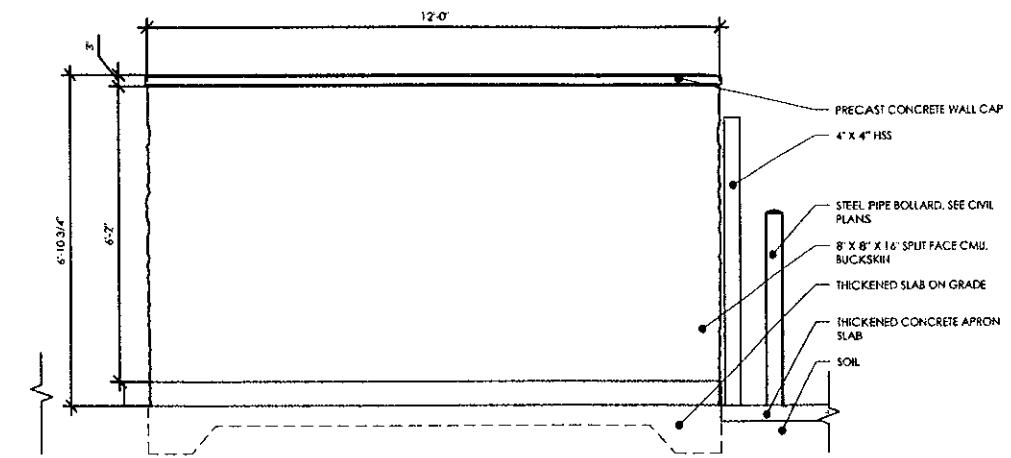
4 ENCLOSURE SECTION

SCALE: 1/2" = 1'-0"



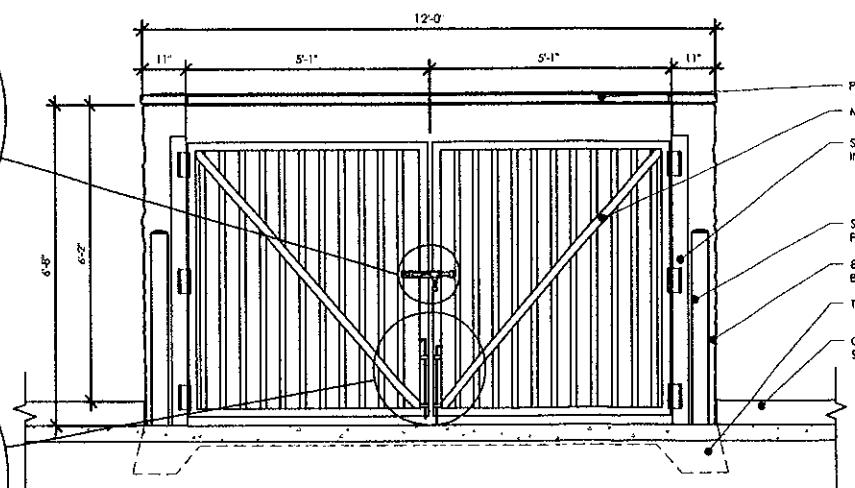
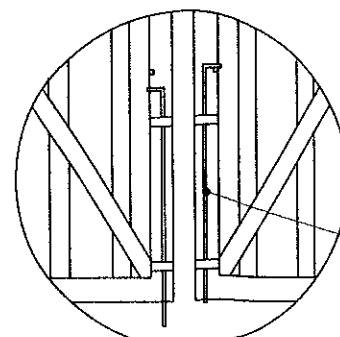
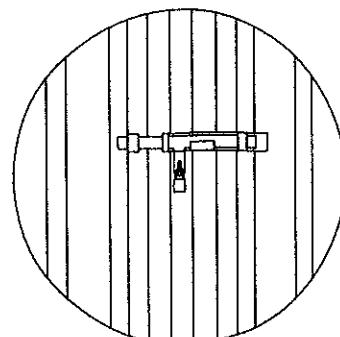
3 REAR ELEVATIONS

SCALE: 1/2" = 1'-0"



2 SIDE ELEVATIONS

SCALE: 1/2" = 1'-0"



1 FRONT ELEVATION

SCALE: 1/2" = 1'-0"

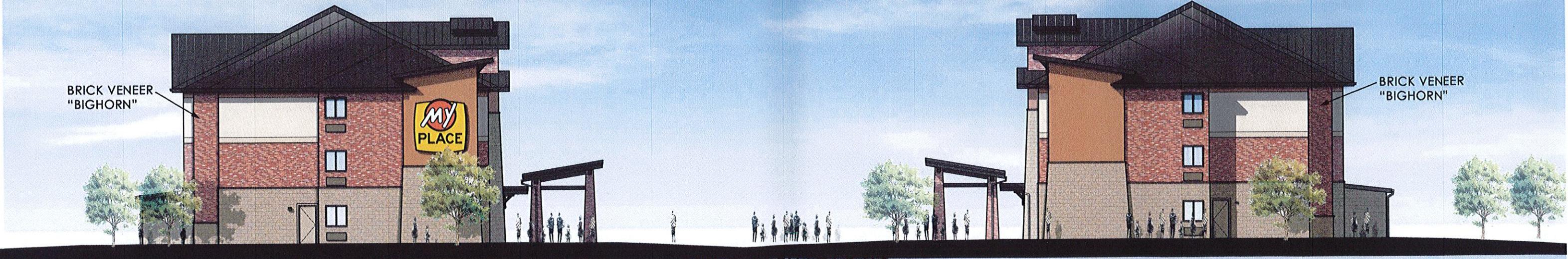


MyPlace Hotel

La Vista, Nebraska



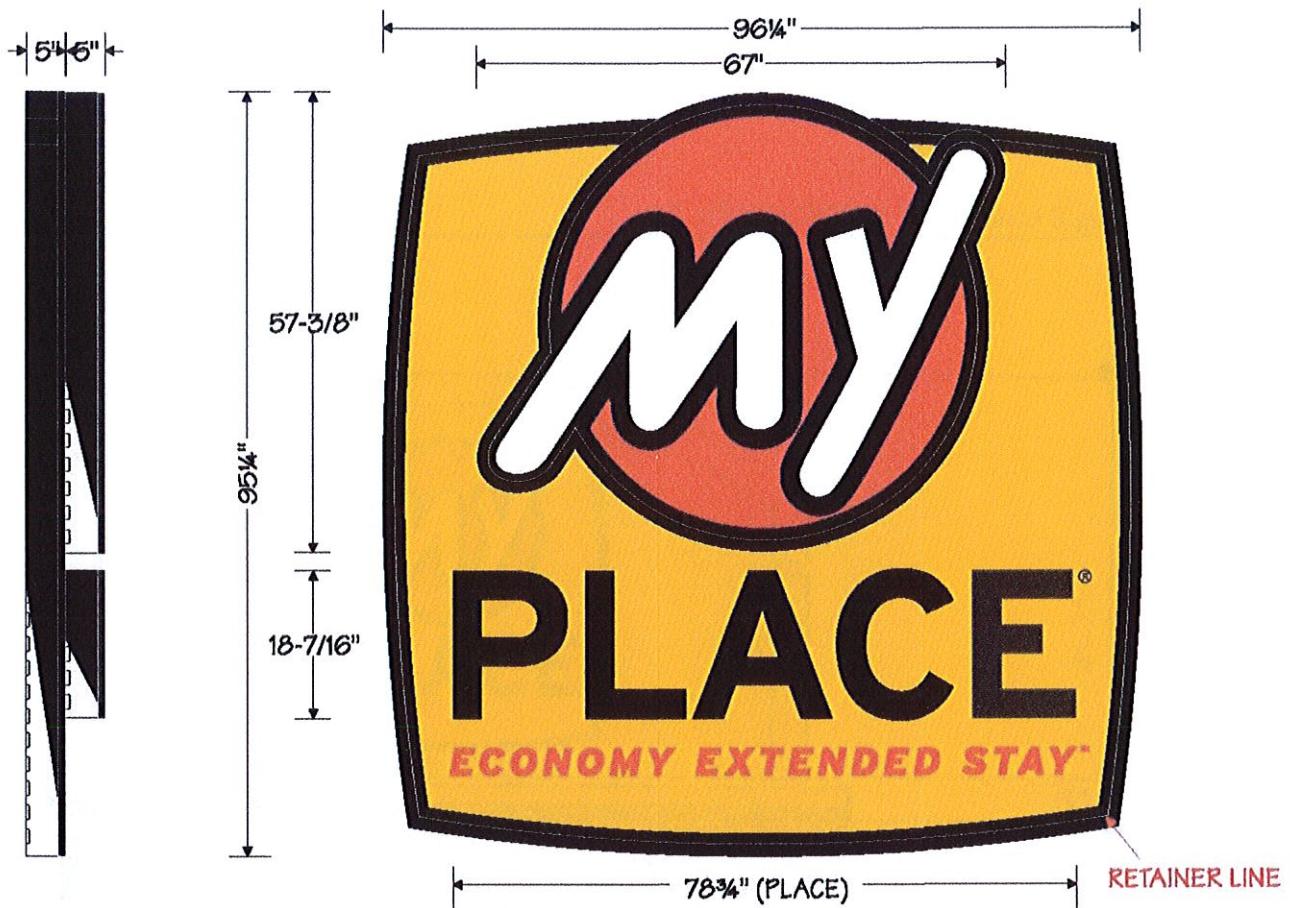
FRONT ELEVATION



SIDE ELEVATIONS



REAR ELEVATION

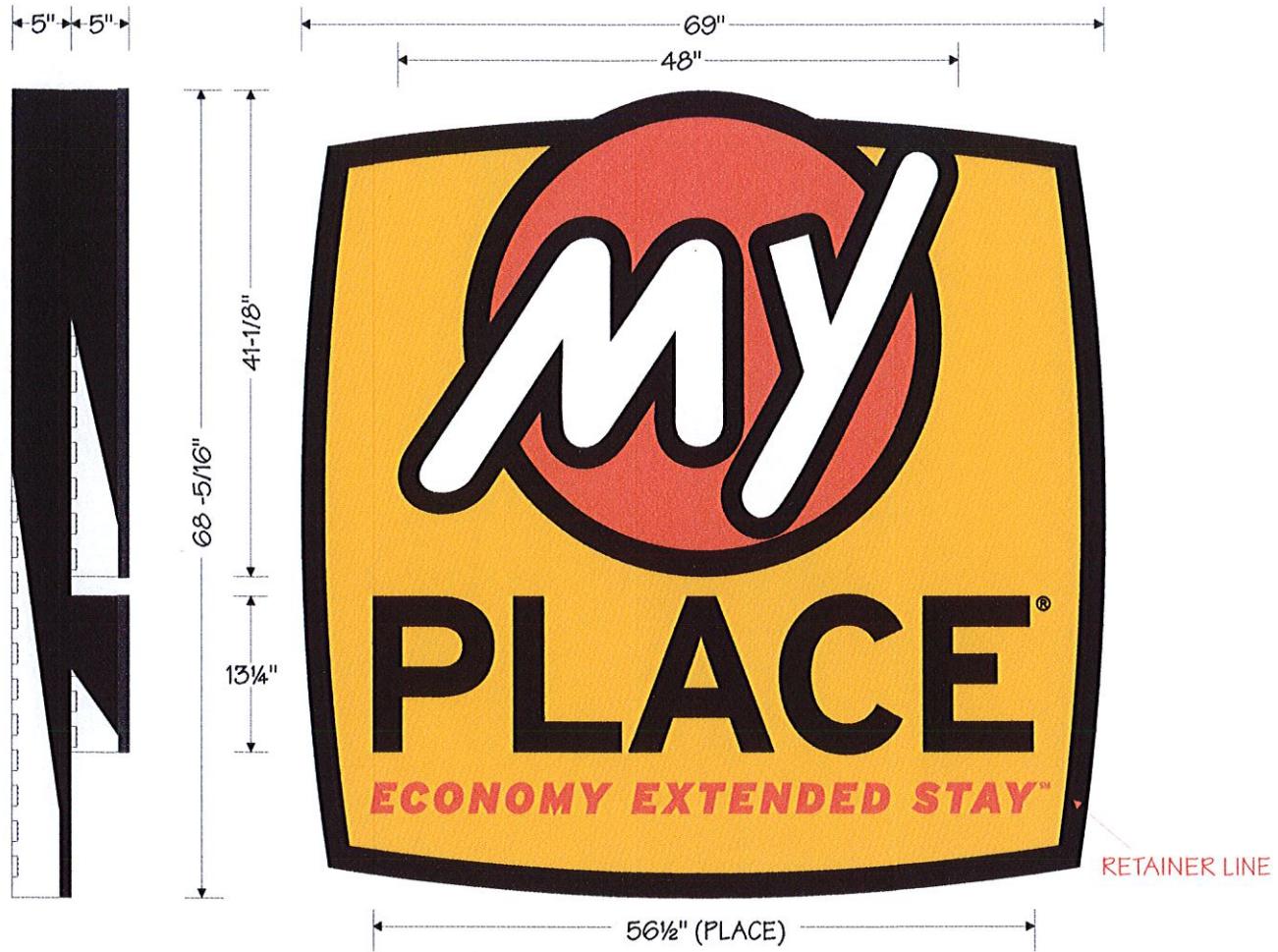


SPECIFICATIONS: QTY. 2

*95 1/4" x 96 1/4" EXTERIOR INDIVIDUALLY MOUNTED CHANNEL CAN
 - .080 PRE-PAINTED WHITE ALUMINUM BACK
 - 5" (.063) ALUMINUM RETURNS PAINTED BLACK WITH WEEP HOLES
 - .150 WHITE POLYCARBONATE FACE WITH FIRST SURFACE DECORATION
 - BACKGROUND COLOR: 3630-015 YELLOW WITH A 3630-22 BLACK BORDER
 - ECONOMY EXTENDED STAY SM: 3630-33 RED
 - @: 3630-22 BLACK VINYL
 - 1 1/2" RETAINERS PAINTED BLACK
 - ILLUMINATED WITH JT WHITE LED'S IN A GRID PATTERN
 - WIRING: 120V REMOTE LED POWER SUPPLIES
 - UL LABEL
 - ELECT. OUT: PRODUCTION DISCRETION

* PLACE: CHANNEL LETTERS MOUNTED TO 95 1/4" X 96 1/4" CHANNEL CAN
 - .063 PRE-PAINTED WHITE ALUMINUM BACK
 - 5" (.040) PRE-PAINTED BLACK ALUMINUM RETURNS WITH WEEP HOLES
 - .118 #2447 WHITE PLEX FACES WITH 3635-222 BLACK PERFORATED VINYL APPLIED TO FIRST SURFACE
 - 1" BLACK TRIMCAP
 - ILLUMINATED WITH ONE ROW OF JT WHITE LED'S
 - WIRING: 120V REMOTE LED POWER SUPPLIES
 - UL LABEL
 - ELECTRICAL OUT: PRODUCTION DISCRETION

* MY: CHANNEL CAN MOUNTED TO 95 1/4" X 96 1/4" CHANNEL CAN
 - .063 PRE-PAINTED WHITE ALUMINUM BACK
 - 5" (.063) ALUMINUM RETURNS PAINTED BLACK WITH WEEP HOLES
 - .150 WHITE POLYCARBONATE FACE WITH FIRST SURFACE DECORATION
 - COLORS: 3630-22 BLACK & 3630-33 RED
 - 1 1/2" RETAINER PAINTED BLACK
 - ILLUMINATED WITH JT WHITE LED'S IN A GRID PATTERN
 - WIRING: 120V REMOTE LED POWER SUPPLIES
 - UL LABEL
 - ELECTRICAL OUT: PRODUCTION DISCRETION

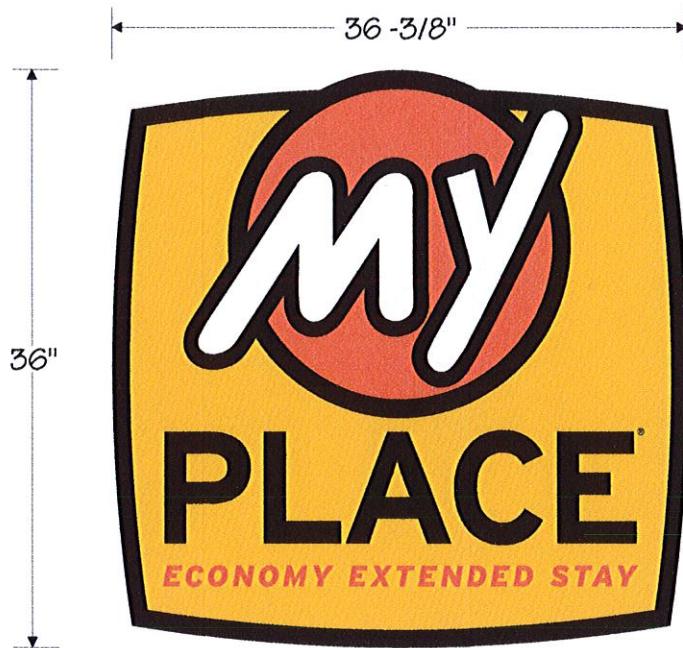


SPECIFICATIONS: QTY 1

* 68 -5/16" x 69" EXTERIOR INDIVIDUALLY MOUNTED CHANNEL CAN
 - .080 PRE-PAINTED WHITE ALUMINUM BACK
 - 5" (.063) ALUMINUM RETURNS PAINTED BLACK WITH WEEP HOLES
 - .150 WHITE POLYCARBONATE FACE WITH FIRST SURFACE DECORATION
 - BACKGROUND COLOR: 3630-015 YELLOW WITH A 3630-22 BLACK BORDER
 - ECONOMY EXTENDED STAY SM: 3630-33 RED
 - @: 3630-22 BLACK VINYL
 - 1 1/2" RETAINERS PAINTED BLACK
 - ILLUMINATED WITH JT WHITE LED'S IN A GRID PATTERN
 - WIRING: 120V REMOTE LED POWER SUPPLIES
 - UL LABEL
 - ELECT. OUT: PRODUCTION DISCRETION

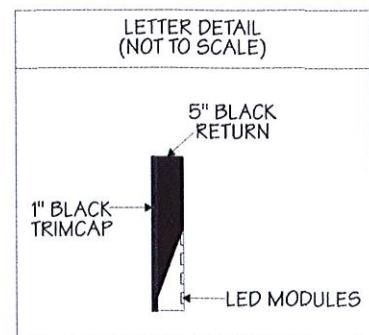
* MY: CHANNEL CAN MOUNTED TO 68-5/16" X 69" CHANNEL CAN
 - .063 PRE-PAINTED WHITE ALUMINUM BACK
 - 5" (.063) ALUMINUM RETURNS PAINTED BLACK WITH WEEP HOLES
 - .150 WHITE POLYCARBONATE FACE WITH FIRST SURFACE DECORATION
 - COLORS: 3630-22 BLACK & 3630-33 RED
 - 1" RETAINER PAINTED BLACK
 - ILLUMINATED WITH JT WHITE LED'S IN A GRID PATTERN
 - WIRING: 120V REMOTE LED POWER SUPPLIES
 - UL LABEL
 - ELECTRICAL OUT: PRODUCTION DISCRETION

* PLACE: CHANNEL LETTERS MOUNTED TO 68-5/16" X 69" CHANNEL CAN
 - .063 PRE-PAINTED WHITE ALUMINUM BACK
 - 5" (.040) PRE-PAINTED BLACK ALUMINUM RETURNS WITH WEEP HOLES
 - .118 #2447 WHITE PLEX FACES WITH 3635-222 BLACK PERFORATED VINYL APPLIED TO FIRST SURFACE
 - 1" BLACK TRIMCAP
 - ILLUMINATED WITH ONE ROW OF JT WHITE LED'S
 - WIRING: 120V REMOTE LED POWER SUPPLIES
 - UL LABEL
 - ELECTRICAL OUT: PRODUCTION DISCRETION



Specifications:

- * Individually mounted self contained exterior channel can
 - (.063) prepainted white aluminum back
 - 5" (.040) prepainted black return with weep holes
 - (.177) 7328 white plex face with 3630-33 red vinyl, 3630-015 yellow vinyl, and 3630-22 black vinyl applied to first surface
 - 1" black tulip
 - Illuminated with sloan white long gen IV LEDs in a grid pattern
 - Wired: 120V - 12 VDC - LED power supply(s) mounted internally
 - Elect. Outs: out back center
 - Switch on return
 - UL label





My Place Hotels of America, LLC

PO Box 4850

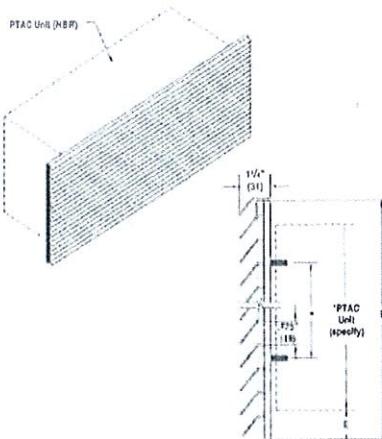
Aberdeen, SD 57402-4850

P: 605-229-8685

F: 605-229-8916

BUILDERS HARDWARE SPECIFICATIONS

Project Name:	My Place Hotel	Supplier Contact:	Quest Hospitality Suppliers 1910 8th Ave NE Aberdeen, SD 57401 800-456-3441
Spec #:	B072	Area of Use:	Guest Rooms/Back of House
Description:	Architectural Grilles	Manufacturer:	Reliable Products
Item #:		Color/Finish:	Dark Bronze
Model/Style:	Reliable Products	Dimensions:	47 1/2" x 24"
	Baked Enamel Grill w/Blank Off #186 Perimeter Frame PTAC Sleeve To Be Centered On Grille		



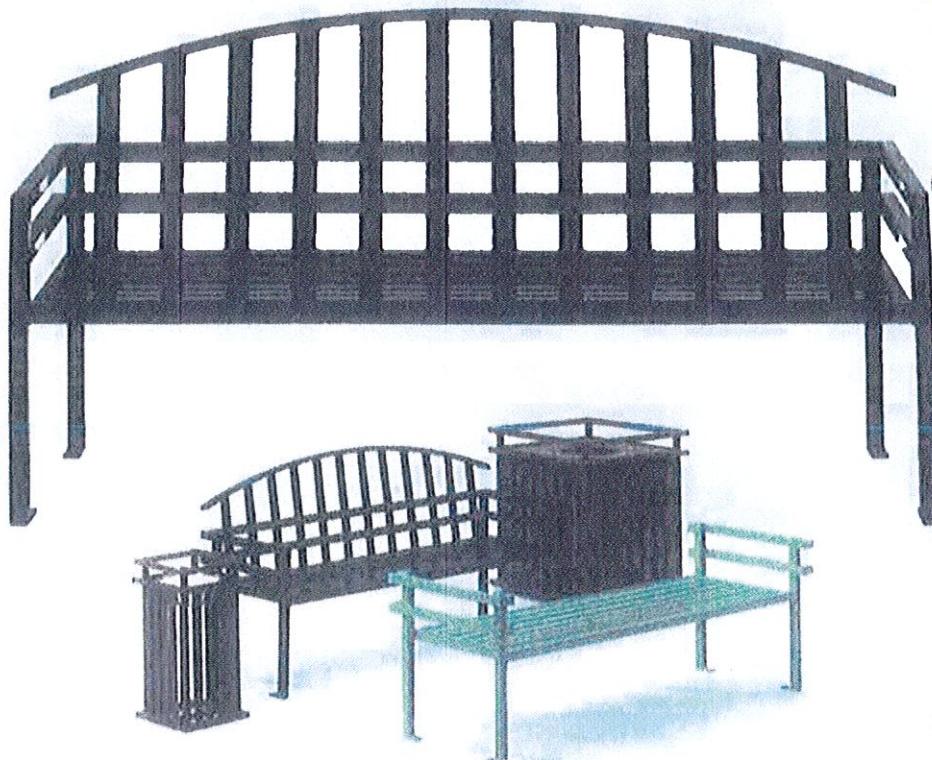
Issue Date: 3/5/14

Revision Date:

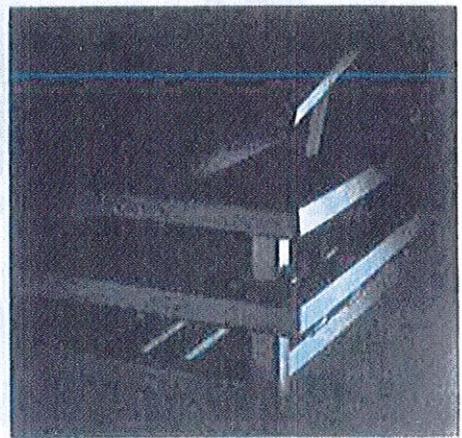
27. APPENDIX P: Site Furnishings

McCONNELL SERIES

(Patent No. Des. 413,449)



1-	MC24	McConnell bench w/back 4'
1-	MC26	McConnell bench w/back 6'
	MC28	McConnell bench w/back 8'
	MC14	McConnell flat bench 4'
	MC16	McConnell flat bench 6'
	MC18	McConnell flat bench 8'
1-	MC3-22	McConnell litter 22 gal.
	MC3-32	McConnell litter 32 gal.
	MC5	McConnell ash urn
	MC5a	McConnell ash/mash combo

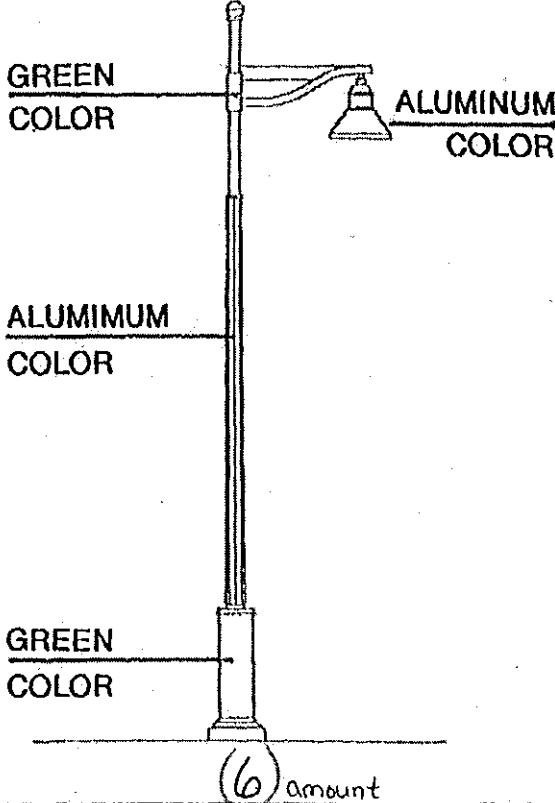
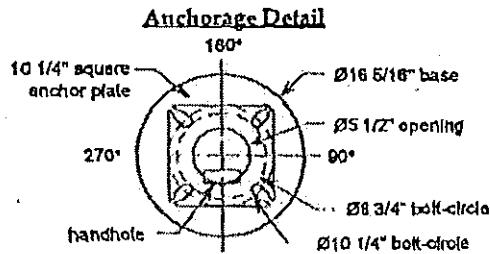
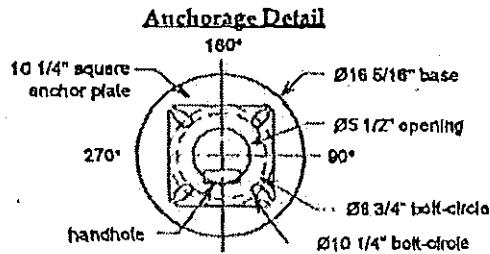


All site furnishings shall be McConnell series benches with back, Mc24, Mc26, Mc28; McConnell ash urn, Mc5, Mc5a, and trash receptacles, Mc3-22, Mc3-32.

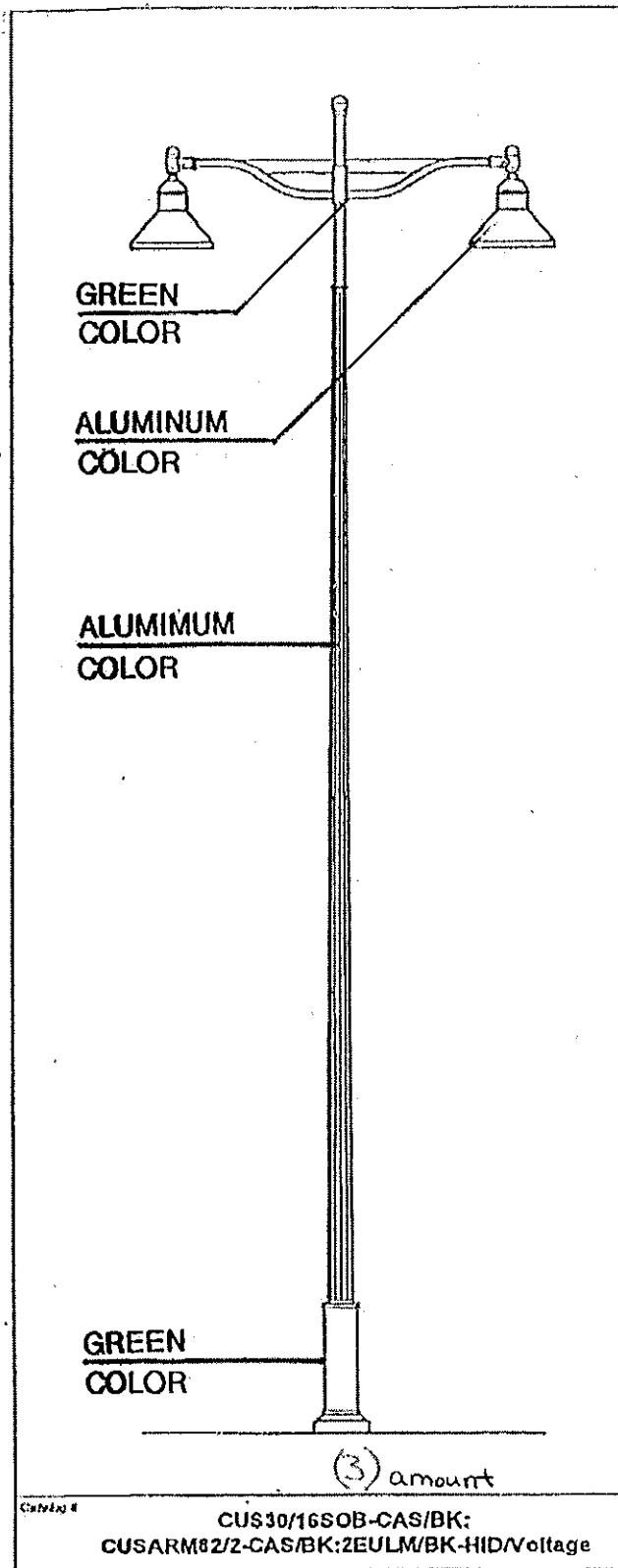
All shall be turtle green RAL6009 powder coated finish.

Manufactured by Keystone Ridge Designs. 1-800-284-8208

19. APPENDIX H: Site Lighting - Pedestrian Plaza And Feature Lights

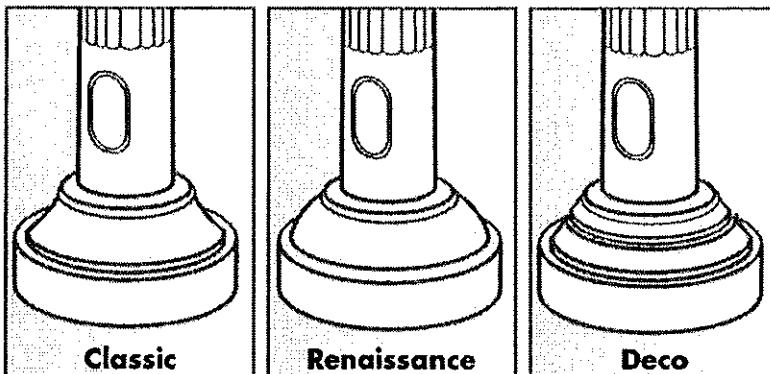
		Custom Series Aluminum & Steel Post																																																																										
Post: Post shall be aluminum and steel construction, consisting of an 11-gauge, 8-sharp flat flute steel shaft with a custom tenon for luminaire arm mounting, and a spun aluminum slipover base. A handhole is located near the shaft base for wiring access.		Post: Post shall be aluminum and steel construction, consisting of an 11-gauge, 8-sharp flat flute steel shaft with a custom tenon for luminaire arm mounting, and a spun aluminum slipover base. A handhole is located near the shaft base for wiring access.																																																																										
Arm: Luminaire arm shall be a two-way of steel construction, consisting of center extension with ball finial, (2) upswep arms with cast aluminum end filters with 1 1/2" NPT fitting for luminaire mounting. The crossarm measures 36" from post center to luminaire centers.		Arm: Luminaire arm shall be a two-way of steel construction, consisting of center extension with ball finial, (2) upswep arms with cast aluminum end filters with 1 1/2" NPT fitting for luminaire mounting. The crossarm measures 36" from post center to luminaire centers.																																																																										
Luminaire: Luminaire shall be 17 1/2" x 18" tall with flat lens panel, cast aluminum ballast housing and munich-series luminaire dome.		Luminaire: Luminaire shall be 17 1/2" x 18" tall with flat lens panel, cast aluminum ballast housing and munich-series luminaire dome.																																																																										
Luminaire shall be furnished with a high intensity discharge ballast and horizontal socket assembly.		Luminaire shall be furnished with a high intensity discharge ballast and horizontal socket assembly.																																																																										
<table border="1"> <thead> <tr> <th>Lamp Type</th><th>Mercury Vapor</th><th>Metal Halide</th><th>High Pressure Sodium</th><th>Voltage</th></tr> </thead> <tbody> <tr> <td>HID Socket Size</td><td>□-4150</td><td>□-M60</td><td>□-S35</td><td>□/120</td></tr> <tr> <td></td><td>□-4176</td><td>□-M70</td><td>□-S50</td><td>□/208</td></tr> <tr> <td>□-MED</td><td>□-41100</td><td>□-M100</td><td>□-S70</td><td>□/240</td></tr> <tr> <td>□-MOG</td><td>□-41175</td><td>□-M160</td><td>□-S100</td><td>□/277</td></tr> <tr> <td></td><td></td><td>□-M175</td><td>□-S150</td><td>□/480</td></tr> <tr> <td></td><td></td><td></td><td></td><td>□/48V</td></tr> </tbody> </table>		Lamp Type	Mercury Vapor	Metal Halide	High Pressure Sodium	Voltage	HID Socket Size	□-4150	□-M60	□-S35	□/120		□-4176	□-M70	□-S50	□/208	□-MED	□-41100	□-M100	□-S70	□/240	□-MOG	□-41175	□-M160	□-S100	□/277			□-M175	□-S150	□/480					□/48V	<table border="1"> <thead> <tr> <th>Lamp Type</th><th>Mercury Vapor</th><th>Metal Halide</th><th>High Pressure Sodium</th><th>Voltage</th></tr> </thead> <tbody> <tr> <td>HID Socket Size</td><td>□-4150</td><td>□-M60</td><td>□-S35</td><td>□/120</td></tr> <tr> <td></td><td>□-4176</td><td>□-M70</td><td>□-S50</td><td>□/208</td></tr> <tr> <td>□-MED</td><td>□-41100</td><td>□-M100</td><td>□-S70</td><td>□/240</td></tr> <tr> <td>□-MOG</td><td>□-41175</td><td>□-M160</td><td>□-S100</td><td>□/277</td></tr> <tr> <td></td><td></td><td>□-M175</td><td>□-S150</td><td>□/480</td></tr> <tr> <td></td><td></td><td></td><td></td><td>□/48V</td></tr> </tbody> </table>					Lamp Type	Mercury Vapor	Metal Halide	High Pressure Sodium	Voltage	HID Socket Size	□-4150	□-M60	□-S35	□/120		□-4176	□-M70	□-S50	□/208	□-MED	□-41100	□-M100	□-S70	□/240	□-MOG	□-41175	□-M160	□-S100	□/277			□-M175	□-S150	□/480					□/48V
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	□-4176	□-M70	□-S50	□/208																																																																								
□-MED	□-41100	□-M100	□-S70	□/240																																																																								
□-MOG	□-41175	□-M160	□-S100	□/277																																																																								
		□-M175	□-S150	□/480																																																																								
				□/48V																																																																								
Anchorage: Post shall be furnished with (4) 3/4" x 17" x 3" hot-dip galvanized L-type anchor bolts, to be installed with a 3 1/2" projection each.		Anchorage: Post shall be furnished with (4) 3/4" x 17" x 3" hot-dip galvanized L-type anchor bolts, to be installed with a 3 1/2" projection each.																																																																										
Finish: Post, arm, and luminaires shall be furnished with a powder coat finish.		Finish: Post, arm, and luminaires shall be furnished with a powder coat finish.																																																																										
		Anchorage Detail: 																																																																										
Notes: All hardware shall be stainless steel. All easily accessible exterior hardware shall be tamper resistant. Post Height: 14'-0" Overall Height: 19'-0" Base Diameter: 16 9/16"Ø		Notes: All hardware shall be stainless steel. All easily accessible exterior hardware shall be tamper resistant. Post Height: 14'-0" Overall Height: 19'-0" Base Diameter: 16 9/16"Ø																																																																										
Ordering: CUS14/16SOB-CAS/BK: CUSARM72/2-CAS/BK:2EUSM/BK-HID/Voltage		date: 04-27-01 scale: none doc. no.: L-4826G ANTIQUE Street Lamps 2011-B West Rundberg Lane • Austin, TX 78764 (512) 977-8444 • Fax (512) 977-9622																																																																										

20. APPENDIX I: Site Lighting - Parking Lot Lights

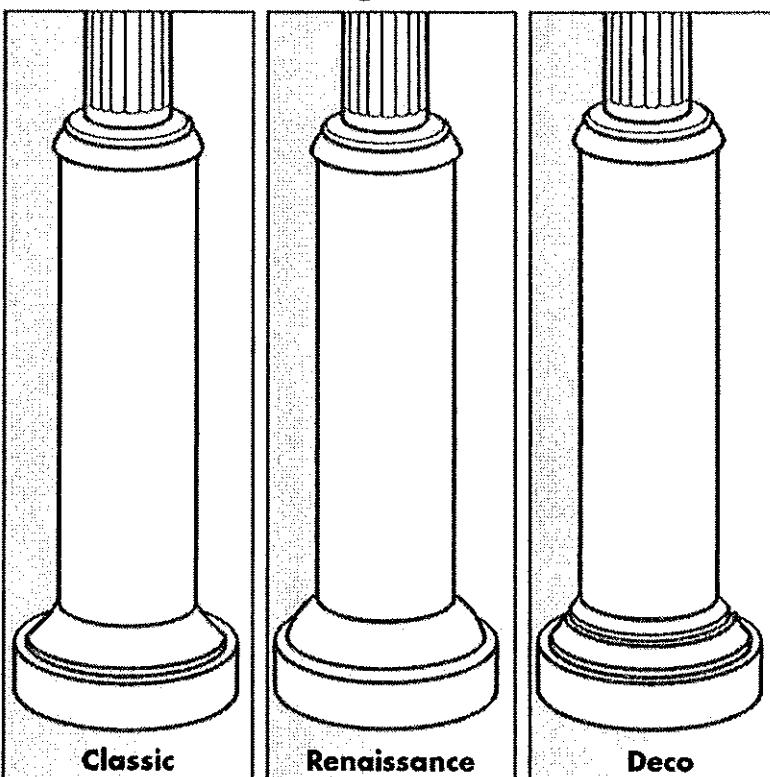


Custom Series Aluminum & Steel Post														
Post: Post shall be aluminum and steel construction, consisting of an 11-gauge, 8-sharp flat flute steel shaft with a custom tenon for luminaire arm mounting, and a spun aluminum slipover base. A handhole is located near the shaft base for wiring access.														
Arm: Luminaire arm shall be a two-way of steel construction, consisting of center extension with ball finial, (2) upswept arms with cast aluminum end filters with 1 1/2" NPT fitting for luminaire mounting. The crossarm measures 61 1/2" from post center to luminaire centers.														
Luminaire: Luminaire shall be 25" Ø x 23" tall with flat lens panel, cast aluminum ballast housing and munich-series luminaire dome.														
Luminaire shall be furnished with a high intensity discharge ballast and horizontal socket assembly.														
<table border="1"> <thead> <tr> <th>Lamp Type</th> <th>Mercury Vapor</th> <th>Metal Halide</th> <th>High Pressure Sodium</th> <th>Voltage</th> </tr> </thead> <tbody> <tr> <td>HID Socket Size</td> <td><input type="checkbox"/> H60 <input type="checkbox"/> H76 <input type="checkbox"/> H100 <input type="checkbox"/> H176 <input type="checkbox"/> H250</td> <td><input type="checkbox"/> M60 <input type="checkbox"/> M70 <input type="checkbox"/> M100 <input type="checkbox"/> M160 <input type="checkbox"/> M176 <input type="checkbox"/> M250</td> <td><input type="checkbox"/> S38 <input type="checkbox"/> S50 <input type="checkbox"/> S70 <input type="checkbox"/> S100 <input type="checkbox"/> S160 <input type="checkbox"/> S260</td> <td><input type="checkbox"/> 120 <input type="checkbox"/> 208 <input type="checkbox"/> 240 <input type="checkbox"/> 277 <input type="checkbox"/> 480 <input type="checkbox"/> QV</td> </tr> </tbody> </table>					Lamp Type	Mercury Vapor	Metal Halide	High Pressure Sodium	Voltage	HID Socket Size	<input type="checkbox"/> H60 <input type="checkbox"/> H76 <input type="checkbox"/> H100 <input type="checkbox"/> H176 <input type="checkbox"/> H250	<input type="checkbox"/> M60 <input type="checkbox"/> M70 <input type="checkbox"/> M100 <input type="checkbox"/> M160 <input type="checkbox"/> M176 <input type="checkbox"/> M250	<input type="checkbox"/> S38 <input type="checkbox"/> S50 <input type="checkbox"/> S70 <input type="checkbox"/> S100 <input type="checkbox"/> S160 <input type="checkbox"/> S260	<input type="checkbox"/> 120 <input type="checkbox"/> 208 <input type="checkbox"/> 240 <input type="checkbox"/> 277 <input type="checkbox"/> 480 <input type="checkbox"/> QV
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Anchorage: Post shall be furnished with (4) 1" x 36" x 3" hot-dip galvanized L-type anchor bolts, to be installed with a 4 1/8" projection each.														
Finish: Post, arm, and luminaires shall be furnished with a 'black' powder coat finish.														
<p style="text-align: center;">Anchorage Detail</p> <p>16 5/16" base 7 1/2" opening handhole 11" bolt-circle 12 5/8" bolt-circle</p>														
Notes: All hardware shall be stainless steel. All easily accessible exterior hardware shall be tamper resistant. Post Height: 30'-0" Overall Height: 36'-0" Base Diameter: 16 9/16"														
date: 04-27-01	scale: none	dwg. no.:	L- 4826E											
ANTIQUE Street Lamps 2011-B West Rundberg Lane • Austin, TX 78758 (512) 977-8444 • Fax (512) 977-9622														

"BCAS" Low Base Series



"BCAF" High Base Series



SPECIFICATIONS

Low Bases "BCAS" Series: Low base assemblies are manufactured from one-piece spun aluminum and are non-structural in nature. The aluminum is alloy 1100 and spun to an approximate thickness of .125" to minimize vandalism and damage. The top hole that the pole passes through is punched based on the specified pole base diameter. The low bases can accommodate poles with base diameters of 6", 7", 8" and 9". A soft radius area is punched out of one side to allow clearance for the semi-flush handhole. The base is sanded after spinning to provide an appropriate surface for adhesion of powder coated finish.

High Bases "BCAF" Series: High base assemblies are manufactured by factory assembling two one-piece spun aluminum collars and a section of 10" diameter extruded tube. These bases are designed to be non-structural in nature. The aluminum used in the spun collars is alloy 1100 and .125" thick to minimize vandalism and damage. The extruded tube is .188" wall alloy 6063 aluminum. The top hole that the pole passes through is punched based on the specified pole base diameter. The components are welded together at the factory with all welds located on the inside away from view. A flush 4" x 6" handhole is provided at 11" above the top of the base to align with the pole handhole. This allows access to wiring without lifting the base. The high base assemblies can accommodate poles with base diameters of 6", 7" and 8". These bases are not available for 9" diameter base poles. The entire base assembly is sanded after spinning to provide an appropriate surface for adhesion of powder coated finish and to conceal the handhole.

Installation of Base Assembly: Bases are designed for "Drop-Over" installation and must be placed over the top of the pole during erection. This must occur prior to mounting of luminaires and luminaire arms to the pole. This approach provides for a clean seamless appearance when installation is complete.

Finishes: The finish for the base assemblies is polyester powder applied coating in accordance with Valmont Industries' Specifications. Base assemblies may have finishes selected individually to match pole or elements of the pole top assembly.

CATALOG LOGIC

BASE	MATERIAL	STYLE	SIZE	POLE BASE DIAMETER	FINISH
B C	A F	C	H	8	S C
BASE BC = Base Assembly	MATERIAL AS = Spun Aluminum Drop-over AF = Fabricated Spun and Extruded Aluminum Drop-over	STYLE C = Classic R = Renaissance D = Deco	SIZE^① L = low H = High	POLE BASE DIAMETER 6 = 6" 7 = 7" 8 = 8" 9 = 9"	FINISH WH = White BK = Black MB = Medium Bronze SG = Slate Grey ST = Sandstone SL = Silver BR = Burgundy RD = Red CG = Copper Green BG = Blue Green HG = Hunter Green AB = Azure Blue BV = Dark Blue Violet SC = Special Color (Please Specify)

^①"H" high base is not available for 9" base diameter poles.



BASE ASSEMBLIES "BCAS" AND "BCAF" SERIES

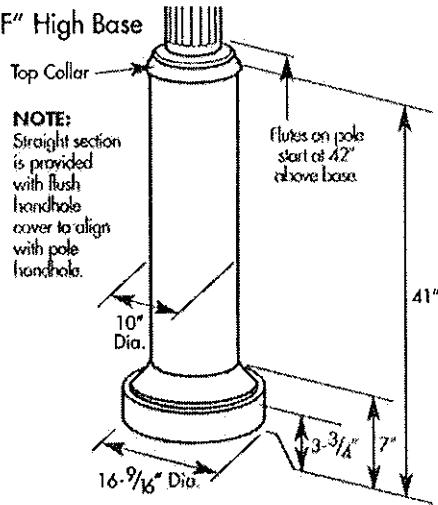
valmont

STRUCTURES

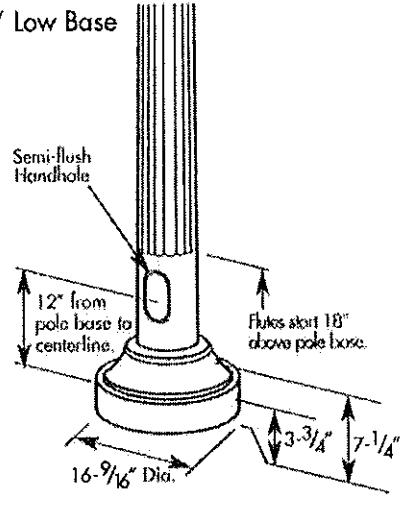
CITY QUARTZ STEEL

CLASSIC DIMENSIONS

"BCAF" High Base



"BCAS" Low Base

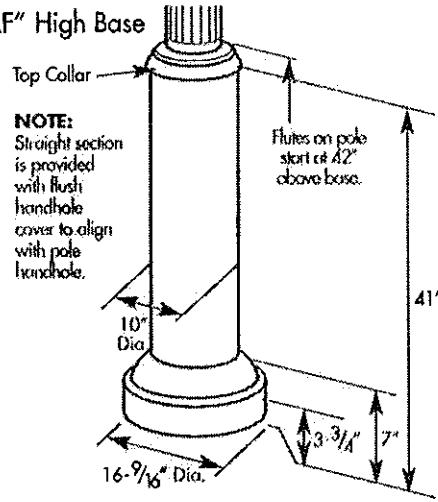


SPECIFICATION NOTES

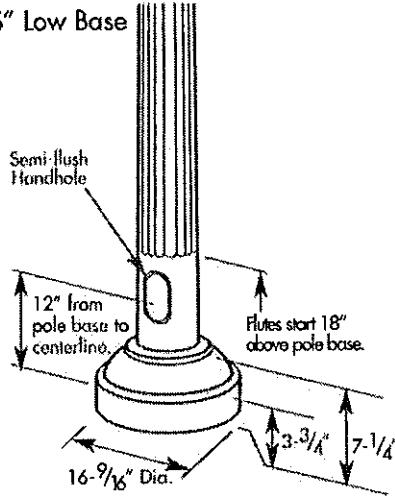
- "BCAF" series high bases are designed for use with poles having "HT" or "HS" fluting layouts. They may also be used with City Quartz smooth "210" series poles. "BCAF" bases will not fit up to poles with "LT" or "LS" fluting patterns.
- "BCAS" series low bases may be used with all City Quartz fluted or smooth poles.

RENAISSANCE DIMENSIONS

"BCAF" High Base



"BCAS" Low Base

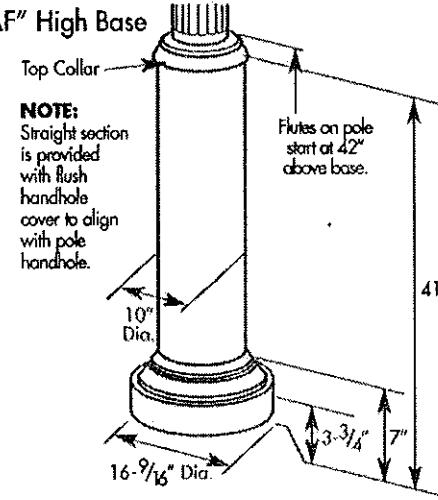


SPECIFICATION NOTES

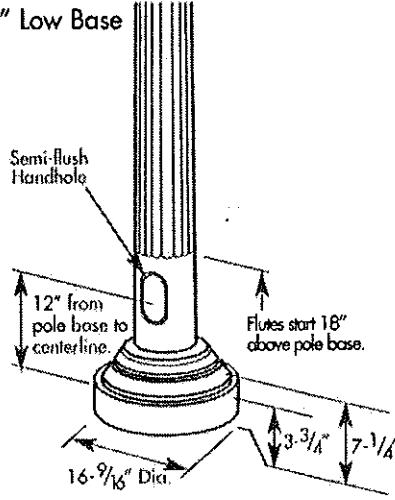
- "BCAF" series high bases are designed for use with poles having "HT" or "HS" fluting layouts. They may also be used with City Quartz smooth "210" series poles. "BCAF" bases will not fit up to poles with "LT" or "LS" fluting patterns.
- "BCAS" series low bases may be used with all City Quartz fluted or smooth poles.

DECO DIMENSIONS

"BCAF" High Base

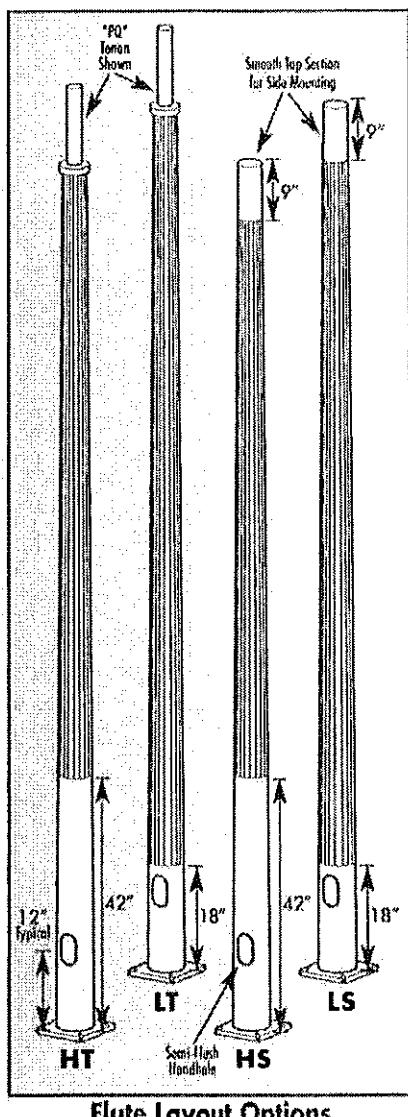


"BCAS" Low Base



SPECIFICATION NOTES

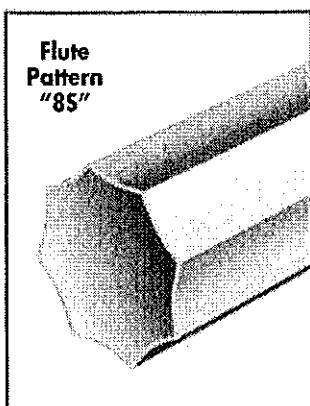
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- "BCAS" series low bases may be used with all City Quartz fluted or smooth poles.



Flute Layout Options

SPECIFICATIONS

Pole: Fluted poles are formed from tubes conforming to the ASTM A595 process with a constant linear taper of 0.14"/ft. The wall thickness is available in 11 ga. (0.1196") or 7 ga. (0.1793"). The tube's seam weld is formed by the Electric Resistance Weld (ERW), and is smooth with no visual appearance.



Fluting Process: The poles are cold rolled over a precision hardened steel mandrel to form the fluted shape indicated. The fluted shaft has uniform Doric flutes. The flutes are formed with rollers in full contact with the material from the top of the crest, through the valley of the flute, to the top of the next crest. The termination of the flutes is no greater than 1-1/2" radii transition into the round section of the pole.

Semi-flush Handhole: The reinforcing handhole rim consists of a nominal 2-1/2" x 5" oval shaped pipe material. The handhole is provided with a steel attachment bar, steel cover and one round head machine screw. The handhole is welded with the rim extending 1/4" out of the pole shaft and shaped to match the diameter of the pole.

Pole Top Tenon: Pole top tenons are fabricated from structural quality hot rolled carbon steel with yield strength of 30,000 psi. A pole top plate of hot rolled commercial quality carbon steel is welded to the top of the pole shaft.

Anchor Bolts and Base Plate: Anchor bolts are fabricated from carbon steel bar conforming to the requirements of ASTM F1554, Grade 55. The upper 12" of the bolts are hot dip galvanized per ASTM A153. Each anchor bolt is supplied with two hex nuts and two flat washers. Base plates conform to ASTM A36 and are integrally welded to the tubes with a socket welded joint.

Pole Top Cap: A removable cap is provided in conjunction with drilled shafts for direct luminaire arm attachment.

Decorative Nut Covers: The optional decorative nut covers are manufactured of a sandcast aluminum alloy 356.2 and are attached to the pole using stainless steel, self tapping hex head screws.

Electrical Ground: A nut holder is provided near the handhole and includes a 1/2" - 13UNC hex head bolt and nut.

Finish: The finish for the pole is polyester powder applied coating in accordance with Valmont Industries' Specifications.

CATALOG LOGIC

SERIES	MATERIAL	BASE DIAMETER	POLE CROSS SECTION	SHAFT THICKNESS	FLUTE LAYOUT	LENGTH	Fixture Mounting	FINISH	OPTIONS
C Q	S	8	8 S	A F H T	3 0 0	P Q S C			
OPTIONS									
NC = Fluted Nut Covers									
SL = Special Pole Length (Please Specify)									
POLE CROSS SECTION	SHAFT THICKNESS	FLUTE LAYOUT	LENGTH	Fixture Mounting					
8S = 8 Sharp Flute	AF = 11 Ga. Fluted	HT = Start 42" from Base Run to Top of Pole LT = Start 18" from Base Run to Top of Pole HS = Start 42" from Base Stop 9" from Top of Pole LS = Start 18" from Base Stop 9" from Top of Pole	080 = 8'-0" 100 = 10'-0" 120 = 12'-0" 140 = 14'-0" 160 = 16'-0" 180 = 18'-0" 200 = 20'-0" 250 = 25'-0" 300 = 30'-0" 350 = 35'-0" 390 = 39'-0"	PQ = 2-3/8" x 12" Tenon for PT Assembly P2 = 2-3/8" x 4" Tenon PD = 3" x 3" Tenon D2 = Drilling for 1 or 2 Luminaires D4 = Drilling for 2 @ 90, 3 @ 90, or 4 @ 90 D3 = Drilling for 3 @ 120	WH = White BK = Black MB = Medium Bronze SG = Slate Grey ST = Sandstone SL = Silver BR = Burgundy	RD = Red CG = Copper Green BG = Blue Green HG = Hunter Green AB = Azure Blue BV = Dark Blue/Violet SC = Special Color (Please Specify)			
BASE DIA^①									
6=6.00" 7=7.00" 8=8.00" 9=9.00"									
① For available base diameter, wall thickness and length combinations, see Dimensional and Load Data table that follows.									



8' TO 39' ROUND TAPERED 8 SHARP FLUTE "8S" SERIES

valmont

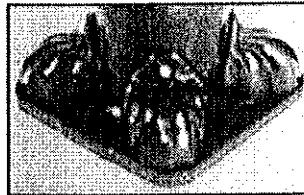
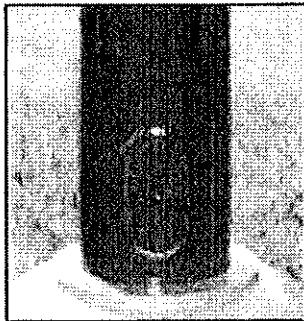
STRUCTURES
CITY QUARTZ STEEL

ANCHOR BASE AND BOLT DIMENSIONS

Semi-Flush Steel Reinforced Handhole

The handhole is a unique semi-flush reinforced design.

Rim is curved to match pole diameter in the smooth section of the pole and extends only 1/4" from the pole surface.



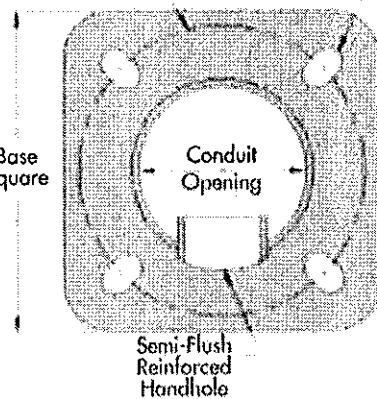
Cast Nut Cover

When ordering poles without base assembly, cast nut cover option can be specified to provide an attractive pole base finish.

Anchor Base Detail

Bolt Circle

Bolt Slots



POLE DIA. (IN)	BASE DIMENSIONS (SEE DETAIL)				ANCHOR BOLTS		
	BOLT CIRCLE	BASE SQUARE	CONDUIT OPENING	BASE THK.	BOLT SIZE	BOLT PROJECT.	
6.00"	9.50" \pm 0.50"	10.50"	5.50"	0.75"	0.75" x 17.00" x 3.00"	3.50" \pm 0.25"	
7.00"	10.00" \pm 0.50"	11.00"	6.50"	1.00"	1.00" x 36.00" x 4.00"	4.25" \pm 0.25"	
8.00"	11.00" \pm 0.50"	11.75"	7.50"	1.00"	1.00" x 36.00" x 4.00"	4.25" \pm 0.25"	
9.00" ¹	12.50" \pm 0.50"	12.00"	8.50"	1.25"	1.25" x 42.00" x 6.00"	5.00" \pm 0.25"	
9.00" ²	12.50" \pm 0.50"	13.50"	8.50"	1.25"	1.25" x 42.00" x 6.00"	5.00" \pm 0.25"	

¹Pole Diameter includes base cover.

²Pole Diameter includes nut covers.

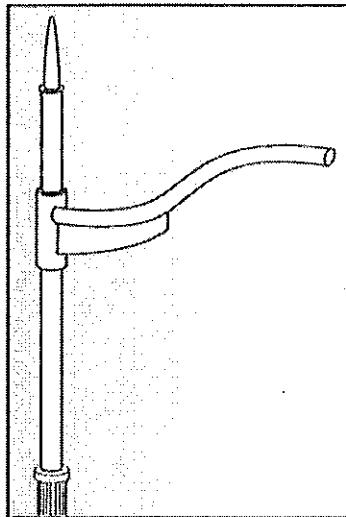
STANDARD DIMENSIONAL AND LOAD DATA

POLE HEIGHT (FT)	CATALOG NUMBER ^①	SHAFT				80 MPH ^②		90 MPH ^③		100 MPH ^④	
		BASE O.D. (IN)	TOP O.D. (IN)	WALL THK. (GA)	STRUCT. WEIGHT (LBS)	MAX EPA (SQ FT)	MAX WEIGHT (LBS)	MAX EPA (SQ FT)	MAX WEIGHT (LBS)	MAX EPA (SQ FT)	MAX WEIGHT (LBS)
8	CQS-6-8S-AF-[FL]-080-(M)-(F)-(O)	6.00	4.88	11	82	28	260	22	260	18	260
10	CQS-6-8S-AF-[FL]-100-(M)-(F)-(O)	6.00	4.60	11	94	18	260	14	260	11	260
12	CQS-6-8S-AF-[FL]-120-(M)-(F)-(O)	6.00	4.32	11	106	15	260	12	260	9	260
14	CQS-6-8S-AF-[FL]-140-(M)-(F)-(O)	6.00	4.04	11	116	13	260	10	260	7	260
16	CQS-6-8S-AF-[FL]-160-(M)-(F)-(O)	6.00	3.76	11	126	11	260	8	260	6	260
16	CQS-7-8S-AF-[FL]-160-(M)-(F)-(O)	7.00	4.76	11	151	24	260	18	260	14	260
18	CQS-7-8S-AF-[FL]-180-(M)-(F)-(O)	7.00	4.48	11	163	21	260	15	260	12	260
20	CQS-7-8S-AF-[FL]-200-(M)-(F)-(O)	7.00	4.20	11	174	18	260	13	260	10	260
20	CQS-8-8S-AF-[FL]-200-(M)-(F)-(O)	8.00	5.20	11	203	23.5	260	17.5	260	13	260
25	CQS-7-8S-AF-[FL]-250-(M)-(F)-(O)	7.00	3.50	11	199	11	260	8	260	5	260
25	CQS-8-8S-AF-[FL]-250-(M)-(F)-(O)	8.00	4.50	11	234	15.5	260	10.5	260	7.5	260
30	CQS-8-8S-AF-[FL]-300-(M)-(F)-(O)	8.00	3.80	11	261	11	260	7	260	4	260
30	CQS-9-8S-AF-[FL]-300-(M)-(F)-(O)	9.00	4.80	11	307	17.5	260	12	260	8	260
30	CQS-9-8S-EF-[FL]-300-(M)-(F)-(O)	9.00	4.80	7	436	24.5	260	17.5	260	12.5	260
35	CQS-9-8S-AF-[FL]-350-(M)-(F)-(O)	9.00	4.10	11	335	12.5	260	7.5	260	4.5	260
35	CQS-9-8S-EF-[FL]-350-(M)-(F)-(O)	9.00	4.10	7	478	19	260	13	260	8.5	260
39	CQS-9-8S-AF-[FL]-390-(M)-(F)-(O)	9.00	3.54	11	355	9	260	5	260	2	260
39	CQS-9-8S-EF-[FL]-390-(M)-(F)-(O)	9.00	3.54	7	507	15	260	9.5	260	6	260

^①Replace [FL] with Fluting Layout Code, (M) with Fixture Mounting Method Code, (F) with Finish Code and (O) with Options Code.

^②EPA calculations allow for 1.3 Wind Gust Factor. Variations from standard sizes listed above, available upon inquiry at the factory. Satisfactory performance of lighting standard is dependent upon the pole(s) being properly attached to a supporting foundation of adequate design. Valmont Industries does not design or offer recommendations for foundations.

SPC009 09/05



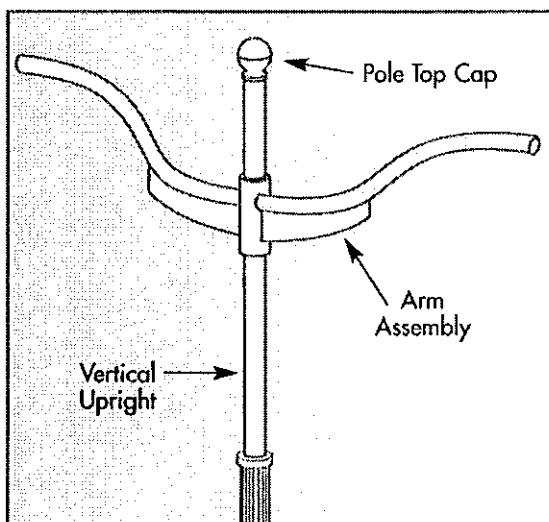
SPECIFICATIONS

Vertical Upright: Vertical uprights are manufactured from 3" O.D. x .188" steel tubing, 32,000 psi strength. A 1-1/4" diameter deburred hole is provided at a location aligning with arm termination for luminaire wiring. Steel rivnuts are factory installed in the vertical upright where required for arm mounting screws.

Luminaire Arm Assemblies: Luminaire arms are manufactured from 2" Schedule 40 pipe (2-3/8" O.D.) with a minimum yield strength of 36,000 psi. The arm is bent and welded to a one-piece half-round steel casting. A matching casting is provided for aesthetic purposes on single arms. The arm is mounted to the vertical upright with 3 stainless steel flat head socket cap screws. Two screws are located at the top of the casting and one at the bottom of the casting using beveled holes.

Luminaire Mounting: Luminaire arms may be specified with the "D2" - Hub Down or "E2" - End Slip Fit options. The "D2" option is supplied with a 1-1/2" female threaded coupling welded 1" from the end of the arm pointing down. A 1-1/2" male threaded coupling is provided to adapt to female hub luminaires. A stainless steel hex drive cup point set screw is provided in the female coupling as an anti-rotation locking device. Open ends of the arms are provided with black polypropylene flat push-in caps. Arms may also be specified with "T2" - 2-3/8" O.D. or "T3" - 3" O.D. tenon for top mounted luminaires. These tenons are located 1" from the end of the arm. "H2" and "H3" mounting has tenon on end mounted 4" O.D. hub.

PASEO PTS-PA2



Pole Top Assembly Mounting to Pole: Pole top assemblies are to be mounted to City Quartz poles with the "PQ" 2-3/8" O.D. x 12" tenon. This must be ordered with the pole to accommodate a pole top assembly. The vertical upright of the pole top assembly is provided with two sets of four stainless steel hex drive cup point set screws that secure the pole top assembly to the pole. These screws also allow for leveling of the vertical upright.

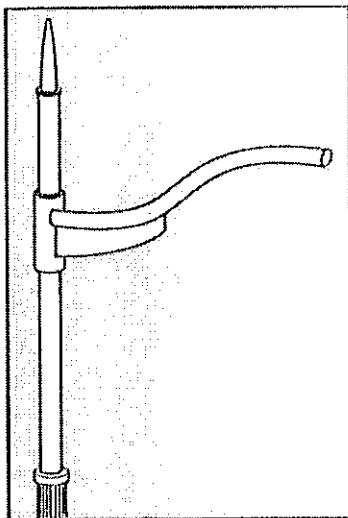
Pole Top Caps: Pole top cap options "B" - Ball and "D" - Half Dome are manufactured of spun aluminum components formed together to make a single assembly. The "S" - Spike Cap is a one-piece cast aluminum part. These three options are mounted to the pole top assembly with three stainless steel fasteners. The "F" - Flat Top Cap is a one-piece push-in style polypropylene part that is available in black finish only.

Finishes: The finish for the pole top assemblies is polyester powder applied coating in accordance with Valmont Industries' Specifications. Pole top assemblies may have different finishes on vertical upright, arm assembly and pole top cap.

CATALOG LOGIC

(3)
 Amount

POLE TOP ASSEMBLY P T	MATERIAL S	SERIES S - P A 2	NUMBER OF ARMS 2	LUMINAIRE MOUNTING E 2	VERTICAL UPRIGHT FINISH V S C	ARM ASSEMBLY FINISH A S C	POLE TOP CAP S	POLE TOP CAP FINISH S C
POLE TOP ASSEMBLY PT = Pole Top Assembly	MATERIAL S = Steel	SERIES PA2 = Paseo #2	NUMBER OF ARMS 2	LUMINAIRE MOUNTING E2 = End Slip Fit 2-3/8" O.D. T2 = Tenon Up 2-3/8" O.D. x 3" T3 = Tenon Up 3" O.D. x 3" D2 = Threaded Hub Down 1-1/2" NPS Female with Male Adapter H2 = Tenon Up-Hub Mounted 2-3/8" O.D. x 3" H3 = Tenon Up-Hub Mounted 3" O.D. ST = Special Mounting (Please Specify)	VERTICAL UPRIGHT FINISH V S C	ARM ASSEMBLY FINISH A S C	POLE TOP CAP S	POLE TOP CAP FINISH S C
							POLE TOP CAP	
							B = Ball D = Half Dome	S = Spike F = Flat (BK Only)
							VERTICAL UPRIGHT, ARM ASSEMBLY, POLE TOP CAP FINISH	
							WH = White BK = Black MB = Medium Bronze SG = Slate Grey ST = Sandstone	SL = Silver BR = Burgundy RD = Red CG = Copper Green BG = Blue Green
								HG = Hunter Green AB = Azure Blue BV = Dark Blue Violet SC = Special Color (Please Specify)



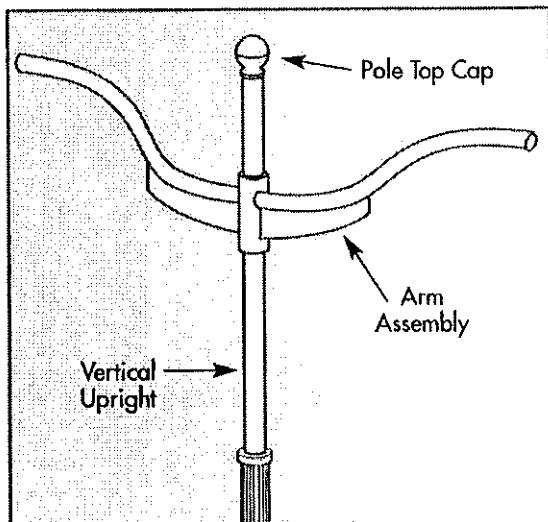
SPECIFICATIONS

Vertical Upright: Vertical uprights are manufactured from 3" O.D. x .188" steel tubing, 32,000 psi strength. A 1-1/4" diameter deburred hole is provided at a location aligning with arm termination for luminaire wiring. Steel rivnuts are factory installed in the vertical upright where required for arm mounting screws.

Luminaire Arm Assemblies: Luminaire arms are manufactured from 2" Schedule 40 pipe (2-3/8" O.D.) with a minimum yield strength of 36,000 psi. The arm is bent and welded to a one-piece half-round steel casting. A matching casting is provided for aesthetic purposes on single arms. The arm is mounted to the vertical upright with 3 stainless steel flat head socket cap screws. Two screws are located at the top of the casting and one at the bottom of the casting using beveled holes.

Luminaire Mounting: Luminaire arms may be specified with the "D2" - Hub Down or "E2" - End Slip Fit options. The "D2" option is supplied with a 1-1/2" female threaded coupling welded 1" from the end of the arm pointing down. A 1-1/2" male threaded coupling is provided to adapt to female hub luminaires. A stainless steel hex drive cup point set screw is provided in the female coupling as an anti-rotation locking device. Open ends of the arms are provided with black polypropylene flat push-in caps. Arms may also be specified with "T2" - 2-3/8" O.D. or "T3" - 3" O.D. tenon for top mounted luminaires. These tenons are located 1" from the end of the arm. "H2" and "H3" mounting has tenon on end mounted 4" O.D. hub.

PASEO PTS-PA2



Pole Top Assembly Mounting to Pole: Pole top assemblies are to be mounted to City Quartz poles with the "PQ" 2-3/8" O.D. x 12" tenon. This must be ordered with the pole to accommodate a pole top assembly. The vertical upright of the pole top assembly is provided with two sets of four stainless steel hex drive cup point set screws that secure the pole top assembly to the pole. These screws also allow for leveling of the vertical upright.

Pole Top Caps: Pole top cap options "B" - Ball and "D" - Half Dome are manufactured of spun aluminum components formed together to make a single assembly. The "S" - Spike Cap is a one-piece cast aluminum part. These three options are mounted to the pole top assembly with three stainless steel fasteners. The "F" - Flat Top Cap is a one-piece push-in style polypropylene part that is available in black finish only.

Finishes: The finish for the pole top assemblies is polyester powder applied coating in accordance with Valmont Industries' Specifications. Pole top assemblies may have different finishes on vertical upright, arm assembly and pole top cap.

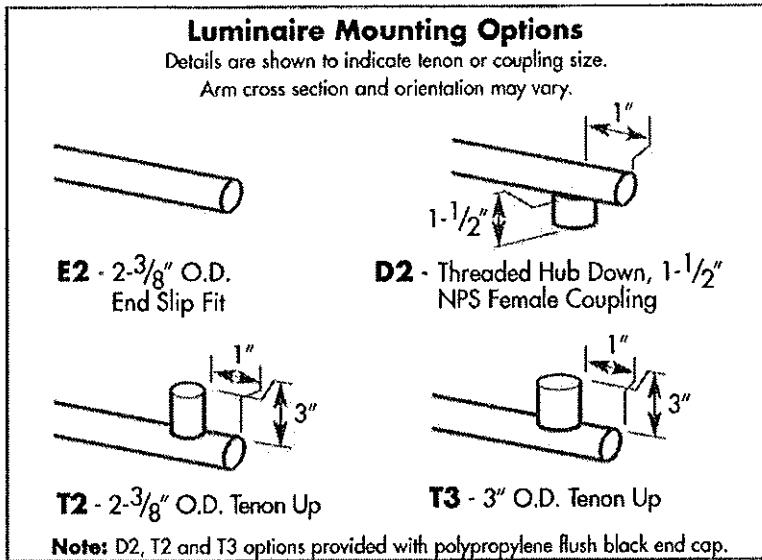
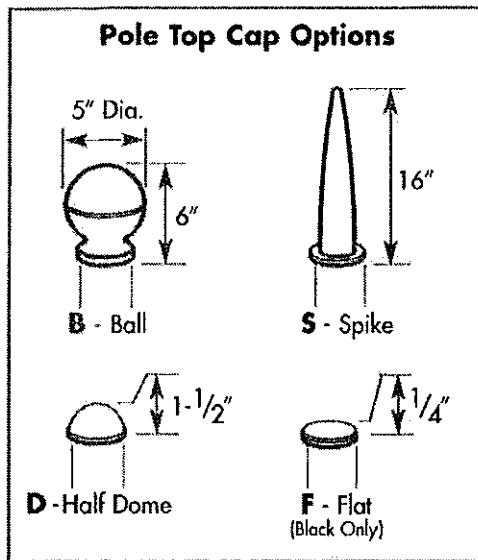
CATALOG LOGIC



STEEL POLE TOP ASSEMBLIES PASEO SERIES "PTS-PA2"

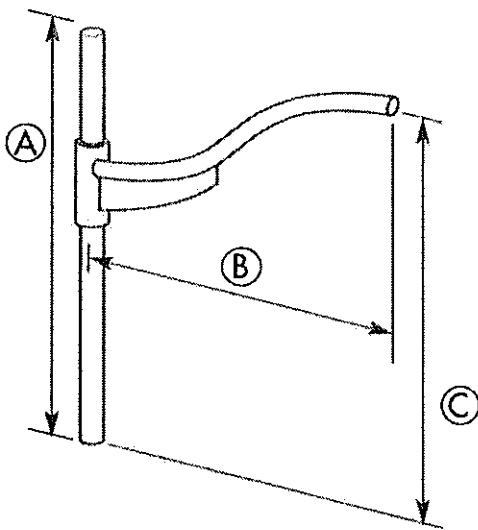
valmont
STRUCTURES
CITY QUARTZ STEEL

POLE TOP CAP AND LUMINAIRE MOUNTING OPTIONS

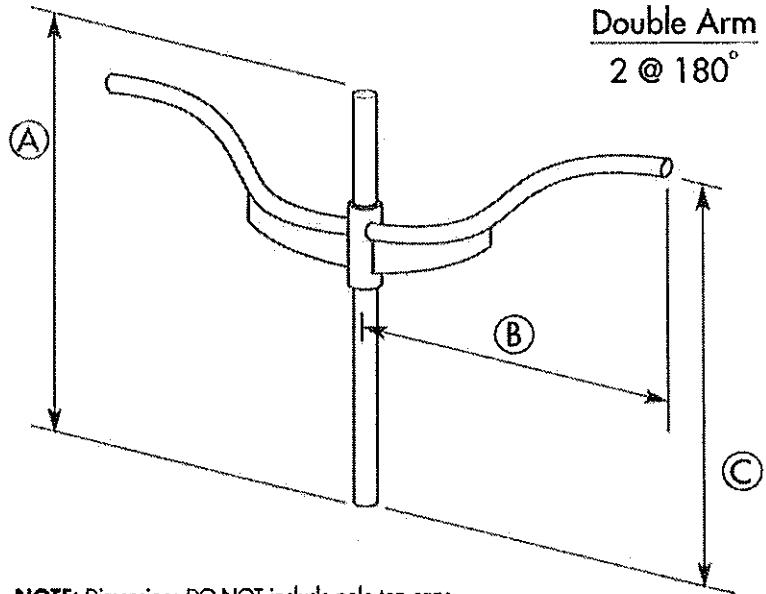


STANDARD DIMENSIONAL AND LOAD DATA

Single Arm



Double Arm 2 @ 180°



NOTE: Dimensions DO NOT include pole top caps.

DIMENSIONS		LOAD DATA			
POLE TOP SERIES	(A) OVERALL HEIGHT	(B) HORIZ. DISTANCE TO LUMINAIRE	(C) HEIGHT TO LUMINAIRE ABOVE POLE TOP	POLE TOP ASSEMBLY EPA (SQ FT)	POLE TOP ASSEMBLY WEIGHT (LBS)
Single Arm PTS-PA2-1-(M)-(VF)-(AF)-(TC)-(TF)	4' - 6"	3' - 3"	4' - 3"	3.2	64
Double Arm (2 @ 180 Degrees) PTS-PA2-2-(M)-(VF)-(AF)-(TC)-(TF)	4' - 6"	3' - 3"	4' - 3"	4.9	84

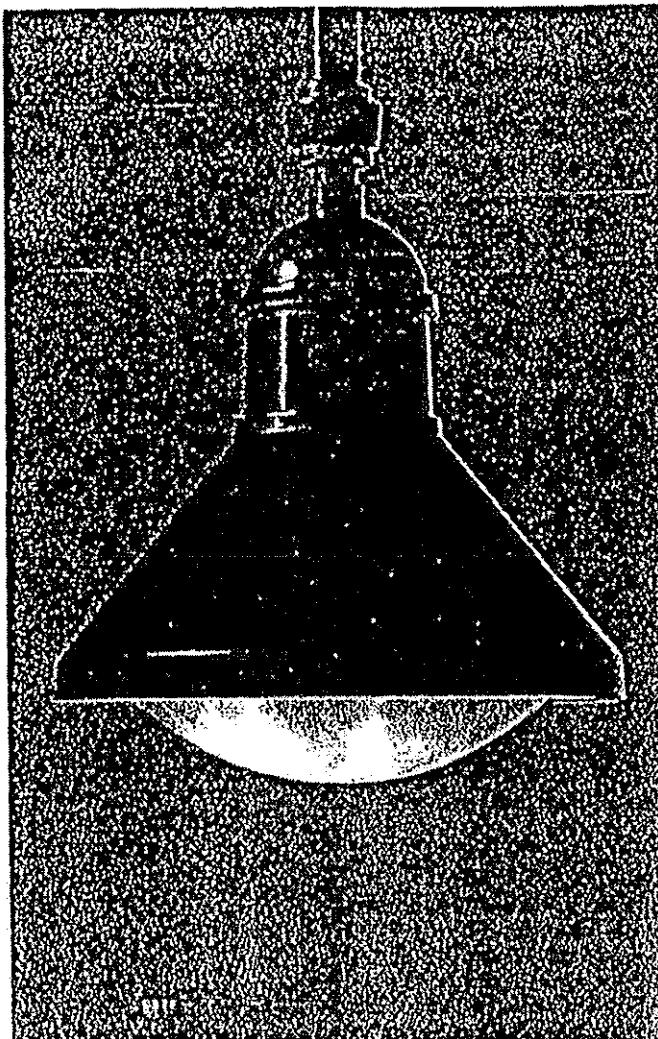
SPC7307-06/10

"PTS" Steel Pole Top Assemblies Ordering Notes:

- 1) Replace (M) with Luminaire Mounting Selection, (VF) with Vertical Upright Finish Selection, (AF) with Arm Assembly Finish Selection, (TC) with Pole Top Cap Selection and (TF) with Pole Top Cap Finish Selection. See Catalog Logic for choices.
- 2) Pole Top Assembly weight and EPA must be added to luminaire load data to determine appropriate pole size. Pole top assemblies are designed for a maximum load of 140 lbs and 5.0 EPA per luminaire.

19. APPENDIX H: Site Lighting – Luminaries

MUNICH SERIES Large Luminaires



EM25RT GCSG

EUROTIQUE™
Architectural Lighting

ANTIQUE Street Lamps
An StileCityBrands Company
2011-B W. Rundberg Ln. • Austin, TX 78758
Ph (512) 977-8444 • Fax (512) 977-9622
www.antiquestreetlamps.com

SPECIFICATIONS

DESCRIPTION

The luminaire shall consist of a ballast housing and skirt with internal reflector and horizontal lamp. Lens shall be flat, sag, half sphere or drop globe.

DIMENSIONS

Dimensions shall be as detailed on the back page.

MATERIALS

The ballast housing and skirt shall be cast aluminum. Globe material shall be clear glass, flat or sag, or clear acrylic, half sphere or drop globe. The reflector shall be anodized and segmented for superior uniformity and control. All hardware shall be stainless steel.

INSTALLATION

The luminaire shall have 1.5" female, NPT at top for mounting to Eurotique™ 5" diameter arms. The globe 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 reflector shall pivot and be secured with a captive screw for easy access to the ballast plate. The ballast and socket assembly shall be furnished with a quick disconnect plug and mount on a removable ballast plate.

FINISH

For finish specifications and color options, see "Finish" section in catalog.

LIGHT SOURCE

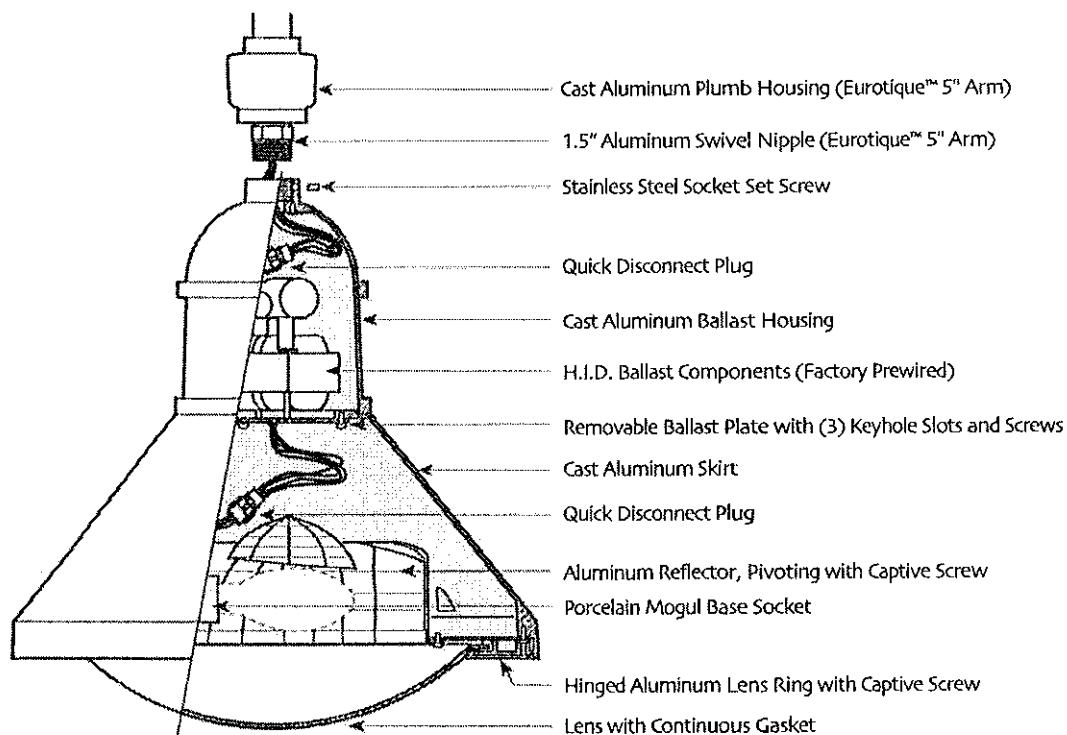
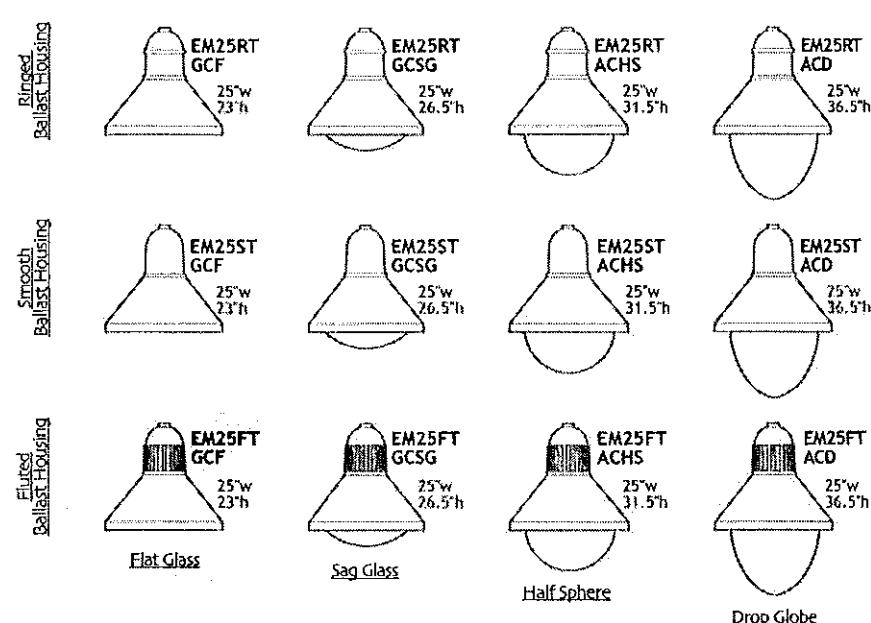
Luminaires shall be furnished with an H.I.D. ballast and socket assembly. Luminaire shall be UL listed and labeled as suitable for wet locations. Socket shall be glazed porcelain, mogul base, with a copper alloy nickel plated screw shell and center contact. Ballast shall be core and coil, high power factor, regulating type.

CERTIFICATION

Upon request, manufacturer shall supply UL file# and listing information.

PHOTOMETRY

See "Eurotique™ PHOTOMETRICS" tab in catalog.



ORDERING INFORMATION

Choose the **boldface** catalog nomenclature that best suits your needs and write it on the appropriate line.

Example: EM25RT 175H MOG GCSG SR2 120 ANBK DE

Series	Wattage/Lamp	Distribution ¹	Voltage	Finish ²	Options
EM25RT	175H MOG 175 watt Mercury Vapor	SR2 IES Distribution	120	ANBK Black	HS House Side Shield
EM25ST	250H MOG 250 watt Mercury Vapor	SR8 IES Distribution	208	ANDB Dark Bronze	SF Single Fusing
EM25FT	400H MOG 400 watt Mercury Vapor	SR4SC IES Distribution	240	ANDG Dark Green	DF Double Fusing
	175M MOG 175 watt Metal Halide	SR4W IES Distribution	277	ANVG Verde Green	
	250M MOG 250 watt Metal Halide	SR5S IES Distribution	347	ANPP Prime Painted	
	400M MOG 400 watt Metal Halide		480 ³	CM Custom Match	
	150S MOG 150 watt High Pressure Sodium		72 ³	CS Custom Select RAL colors	
	250S MOG 250 watt High Pressure Sodium				
	400S MOG 400 watt High Pressure Sodium				
Lens Material					

GCF Glass, Clear Flat
GCSG Glass, Clear Sag
ACHS Acrylic, Clear Half Sphere
ACD Acrylic, Clear Drop Globes



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 15, 2014 AGENDA

Subject:	Type:	Submitted By:
BID AWARD – 85 TH STREET SANITARY SEWER REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared to award a contract to Cedar Construction Co., Omaha, Nebraska, for construction of the 85th Street Sanitary Sewer Replacement in an amount not to exceed \$18,823.00.

FISCAL IMPACT

The FY 2013/14 Capital Improvement Program provides funding for proposed project.

RECOMMENDATION

Approval

BACKGROUND

The plans and specifications were prepared in-house by the City Engineer. A Request for Proposals was sent to four contractors that typically perform this type of construction work. Bids were received from three contractors by the designated time at 3:00 pm on June 30, 2014. A tabulation of the bids is attached.

The lowest proposal was submitted by Cedar Construction Co. and they are a qualified contractor to perform this type of work. The time period to perform the work is 10 working days.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO CEDAR CONSTRUCTION CO. INC., OMAHA, NE, FOR CONSTRUCTION OF THE 85TH STREET SANITARY SEWER REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$18,823.00.

WHEREAS, the City Council of the City of La Vista has determined that the construction of the 85th Street Sanitary Sewer Replacement is necessary; and

WHEREAS, the FY 13/14 Capital Improvement Program provides funding for this project; and

WHEREAS, Requests for Proposals were sent to four contractors that typically perform this type of construction work and three bids were received, and

WHEREAS Cedar Construction Co., Inc., Omaha, NE, has submitted the low, qualified bid, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska designate Cedar Construction Co., Inc., Omaha, NE as the low qualified bidder for the 85th Street Sanitary Sewer Replacement, in an amount not to exceed \$18,823.00.

PASSED AND APPROVED THIS 15TH DAY OF JULY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

SUBMITTED PROPOSALS & COSTS
 Date of Bid: July 1st, 2014, 10:00am
 Client: City of La Vista
 Proj: 85th St Sanitary Sewer Replacement



Heimes Corp
 9144 South 147th St
 Omaha, NE 68138

Cedar Construction, Co.
 13901 L St
 Omaha, NE 68134

Kersten Construction Inc
 11050 South 204th St Giles Road
 Gretna, NE 68028

ITEM	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	Remove Ex. Pavement(Sawcut incl)	73 SY		\$40.00	\$2,920.00	\$15.00	\$1,095.00	\$32.25	\$2,354.25
2	Remove Ex. 8" Sanitary Sewer	60 LF		\$22.00	\$1,320.00	\$12.00	\$720.00	\$44.50	\$2,670.00
3	Bypass Pumping of Sewage Flows, As Requi	1 LS		\$5,475.00	\$5,475.00	\$1,850.00	\$1,850.00	\$5,550.00	\$5,550.00
4	Construct 8" Sanitary Sewer w/Rigid Pipe Be	60 LF		\$77.00	\$4,620.00	\$45.00	\$2,700.00	\$117.50	\$7,050.00
5	Construct Unstable Trench Bedding, Detail 1	60 LF		\$48.15	\$2,889.00	\$7.00	\$420.00	\$13.75	\$825.00
6	Reconnect Sanitary Sewer Service	1 EA		\$1,890.50	\$1,890.50	\$1,975.00	\$1,975.00	\$986.00	\$986.00
7	Connecting Sleeve & Concrete Collar/ Sleeve Sealant	2 EA		\$426.00	\$852.00	\$1,850.00	\$3,700.00	\$435.00	\$870.00
8	Const. 9" Concrete Pavement w/Integral Curb L85	73 SY		\$99.00	\$7,227.00	\$75.00	\$5,475.00	\$63.00	\$4,599.00
9	Tie Bars, Drilled & Grouted	35 EA		\$30.73	\$1,075.55	\$12.00	\$420.00	\$97.00	\$3,395.00
10	Seeding w/Erosion Control Blanket	39 SY		\$16.60	\$647.40	\$12.00	\$468.00	\$10.00	\$390.00
	TOTAL BID FOR ITEMS 1 THROUGH 10				\$28,916.45		\$18,823.00		\$28,689.25

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 15, 2014 AGENDA

Subject:	Type:	Submitted By:
THOMPSON CREEK WATERSHED RESTORATION-CITY HALL BIO-RETENTION BASIN, NDEQ GRANT CONTRACT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of an Intergovernmental Agreement with the Nebraska Department of Environmental Quality (NDEQ) for funding from EPA Section 319 Funds for activities associated with Thompson Creek Watershed Management demonstration projects. This agreement addresses the Thompson Creek-City Hall Bio-Retention Basin project in the southwest corner of the parking lot on the west side of City Hall. This is part of the project identified in the CIP as Phase VI, Part 2 of the Thompson Creek project.

FISCAL IMPACT

Funding has been budgeted in FY14 for the City's share of this grant award.

RECOMMENDATION

Approval subject to review by the City Attorney.

BACKGROUND

The City submitted a grant application to the Nebraska Department of Environmental Quality (NDEQ) in March of 2014 for funding of the Thompson Creek City Hall Bio-Retention Basin project. A Project Implementation Plan was prepared and approved by the USEPA. The NDEQ prepared the Interlocal agreement and requires it to be executed in order to receive the grant funding.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDEQ) FOR FUNDING FROM EPA SECTION 319 FUNDS FOR ACTIVITIES ASSOCIATED WITH THOMPSON CREEK WATERSHED MANAGEMENT DEMONSTRATION PROJECTS IN AN AMOUNT NOT TO EXCEED \$38,500.

WHEREAS, the City Council of the City of La Vista has determined that said Thompson Creek improvements are necessary; and

WHEREAS, the FY 2013/14 Capital Improvement Program (CIP) has funding budgeted for this project; and

WHEREAS, the grant applications are required in order to seek funding from the NDEQ; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of an Intergovernmental Agreement with the Nebraska Department of Environmental Quality (NDEQ) for funding from EPA Section 319 funds for activities associated with Thompson Creek Watershed Management demonstration projects, in form and content approved by the City Attorney, in an amount not to exceed \$38,500.

PASSED AND APPROVED THIS 15TH DAY OF JULY, 2014

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTER-GOVERNMENTAL AGREEMENT
Between the
Nebraska Department of Environmental Quality
and the
City of LaVista
regarding
the implementation of the project

Thompson Creek - City Hall Bio-retention Basin

THIS INTER-GOVERNMENTAL AGREEMENT is made and entered into by and between the Nebraska Department of Environmental Quality (NDEQ) and the City of LaVista in accordance with the Interlocal Cooperation Act, Nebraska Stat. Sec. 13-801 to 13-807 (Reissue 1987) or Nebr. Rev. Stat. Sec. 81-1504 (supp.1997) of the Nebraska Environmental Protection Act, whichever is applicable;

WHEREAS, the Sponsor made a request to the NDEQ for Section 319 grant funds (CFDA #66.460), pursuant to the federal Clean Water Act and the Nebraska Nonpoint Source (NPS) Management Program, which have been made available to NDEQ through the Region VII Office of the U.S. Environmental Protection Agency (USEPA); and

WHEREAS, the Sponsor agrees to comply with all provisions of the Federal Clean Water Act as amended by the Water Quality Act of 1987, 33 U.S.C. §1251 et seq. and intends to use the funds as set out in this Agreement;

NOW, THEREFORE, the parties do hereby agree to the terms and requirements of this Agreement as follows:

I. TERM OF THE AGREEMENT

This Agreement will begin on Thursday, July 10, 2014, and will remain in effect until all identified tasks are completed for this Section 319 Project unless terminated under §IV-C-13 of this agreement, but will not remain in effect past Wednesday, December 31, 2014.

II. WORK DESCRIPTION AND SCHEDULE

This project shall complete objectives and work items as described in the approved project implementation plan (PIP). The PIP is hereby incorporated into this document in its entirety (Attachment A).

III. FINANCIAL REQUIREMENTS

- A.** Grant funds in the amount up to \$44,500.00 are to be used to implement this Section 319 NPS project.
- B.** Sponsor agrees to contribute at least \$29,666.67 in nonfederal match as cash and/or services in-kind for implementation of project activities.
- C. Statement of Costs**
The Sponsor will submit, no more often than monthly, a properly documented statement of costs for which reimbursement is sought and nonfederal match as claimed pursuant to the terms of this Agreement and the approved PIP. The statement of costs shall be signed by the Sponsor's authorized representative. For purposes of this agreement, reimbursable costs and nonfederal match claims shall be related to budget items as described in the approved project implementation plan. Documentation of costs shall consist of paid receipts, signed time records, and/or similar verification of expenditures. A description of the activities performed, in relation to reported match dollars, shall be included.
- D. Disbursements**
 1. All requests for reimbursement of costs incurred by the Sponsor shall be reviewed pursuant to the provisions of the Nebraska Prompt Payment Act.
 2. Reimbursements will be contingent on receipt of required reports.
 3. NDEQ shall withhold 10% but not less than \$10,000.00, of grant funds pending receipt and approval of the final project report.
 4. The total amount of payments under this Agreement shall not exceed Forty Four Thousand Five Hundred Dollars And No Cents (\$44,500.00).
 5. The Sponsor agrees to contribute at least Twenty Nine Thousand Six Hundred Sixty Six Dollars And Sixty Seven Cents (\$29,666.67) in nonfederal match as cash and/or services in-kind for implementation of project activities.

IV. GRANT REQUIREMENTS

A. Program Requirements

- 1. The Sponsor agrees to follow the approved Project Implementation Plan (PIP) outlining the project schedule and specific work items to be undertaken during the course of the project.

2. A Quality Assurance Project Plan (QAPP) must be approved by NDEQ prior to any collection of environmental data and subsequent reimbursement request from Section 319 grant funds for monitoring activities. All environmental data collected under this agreement shall be provided to NDEQ.
3. The Sponsor agrees to submit progress reports to the NDEQ by March 20 and September 20 each year for the duration of the project agreement. These reports shall contain the following components:
 - a. Progress to date;
 - b. Significant findings or events;
 - c. Corrective actions taken to resolve any problems that are encountered;
 - d. Activities planned for the next reporting period.
4. A final project report must be submitted to NDEQ within 60 days after completion of project tasks, but no later than by Wednesday, December 31, 2014. This report shall contain the following components in addition to those outlined in the 319 Project Final Report Guidelines to be provided by NDEQ:
 - a. Significant findings or events;
 - b. Corrective actions taken to resolve any problems that were encountered;
 - c. Final budget with actual amounts of expenditures and matching listed as well as the source(s) of matching identified.
5. The Sponsor agrees that if indirect costs are authorized, as specified in the approved PIP, they will be charged at the approved indirect rate.
6. The Sponsor agrees that any contract, inter-governmental agreement, sub-agreement and/or procurement of equipment under this grant must receive NDEQ approval prior to expenditure of funds associated with those transactions. Copies of all sub-agreements and inter-governmental agreements will be provided to the NDEQ.
7. All equipment purchased with Section 319 grant funds must be approved by the NDEQ. Any such purchased equipment shall be retained by the NDEQ upon completion of the project unless otherwise authorized in writing by the NDEQ.
8. The Sponsor agrees that all water quality data collected under this grant shall be provided to the NDEQ.
9. The Sponsor agrees to recognize the contributions and/or involvement of the federal Nonpoint Source Management Program (authorized by Section 319 of the Clean Water Act and administered by USEPA and NDEQ) in project publicity, reports, newsletters, and other materials. The Sponsor shall work with the NDEQ to ensure that all necessary peer review requirements are met prior to publication. A minimum of three (3) copies of outreach material (printed or other media) produced under this grant shall be provided to the NDEQ unless otherwise specified.

10. The Sponsor agrees to ensure that persons receiving cost-share assistance from Section 319(h) funds shall, where relevant, practice nutrient and best management on those portions of their operations that fall in the critical area of the project.
11. The Sponsor agrees to maintain all practices or structural Best Management Practices (BMPs) developed or constructed under Section 319, consistent with the operation and maintenance requirements for structures or practices as described in standard engineering design or as identified in the Natural Resources Conservation Service's Field Office Technical Guides or other appropriate federal/state/local standards.

B. Federal Requirements

1. All recipients of federal grant funds shall comply with the following grant conditions. The Sponsor agrees to comply with all the following provisions, rules, and regulations copies of which may be obtained from NDEQ:
 1. Office of Management and Budget Circulars A-102, A-133, A-87 and 40 CFR Parts 31, 32, and 35 as they apply.
 2. Procurement standards of 40 CFR 31.32(g).
 3. Prohibitive lobbying 18 U.S.C. Section 1913, Section 607(a) of Public Law 96.74, or Section 319 of Public Law 101-121.
 4. Federal Register, Vol. 53, No. 102, Debarment and Suspension Under EPA, Assistance Loan and Benefit Programs.
 5. Rules governing "Fair Share" of federal funds to Minority Business Enterprises (MBEs), Women-Owned Business Enterprises (WBEs), Small Business Enterprises (SBEs), Small Disadvantaged Businesses (SDBs), and Small Business in Rural Areas (SBRAs). Affirmative steps outlined in 40 CFR 30.44, or 40 CFR 33.240, or 40 CFR 35.6580, or Section 129 of Public Law 100-590, whichever is applicable.
The Sponsor agrees to include in its bid specifications, and require all of its prime contractors to include in their bid specifications for subcontracts, a "Fair Share". The Sponsor agrees to document the official grant files with all efforts taken to achieve the "Fair Share" and to report annually to NDEQ all "Fair Share" procurement efforts regardless of the size of the sub-agreement.
 6. Section 204 of the Demonstration Cities and Metropolitan Development Act of 1996 as amended (42 USC Section 3334).
 7. Provisions of the American with Disabilities Act.
 8. Hotel and Motel Fire Safety Act of 1990.
 9. USEPA Order 1000.25 regulating the use of recycled paper.

10. With signature on this Agreement, the sponsor certifies that they: (1) are not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) have not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests.
11. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.
12. This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preadward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. The assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

C. State Requirements

1. Amendments

This agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the USEPA or NDEQ.

2. Forfeiture, Repayment, and Delays in Disbursement of Funds

Violation of any of the requirements of this Agreement by the Sponsor or failure of the Sponsor to complete and maintain the project in the manner described in the project implementation plan, including any amendments thereto which have been properly approved, shall result in the forfeiture of any funds not disbursed. In addition, if for any reason the project is not completed as described in the project PIP, including any amendments thereto that have been or are hereafter approved by the NDEQ, the NDEQ may recover from the Sponsor any or all funds disbursed.

3. Remedies Not Exclusive

The use by either the Sponsor or the NDEQ of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party from using such remedy, or limit the application of any other remedy provided by law.

4. Assignment

No assignment or transfer of this agreement or any part hereof, rights hereunder, or interest herein by the Sponsor shall be valid unless and until it is approved by the NDEQ and made subject to such reasonable terms and conditions as the NDEQ may impose.

5. Hold Harmless

The Sponsor agrees to hold NDEQ harmless for loss or damage sustained by any person as a direct result of negligent or willful acts by the Sponsor, its employees, subcontractors, or agents in the performance of this agreement including all associated costs of any defending action.

6. Waiver of Rights

The Sponsor or NDEQ may from time to time waive any of their rights under this Agreement; however, any waiver of rights with respect to a default of any condition of this Agreement shall not be deemed to be a waiver with respect to any other default.

7. Applicable Rules and Regulations

Both parties shall abide by all applicable rules and regulations of the NDEQ including any that may be adopted subsequent to the effective date of this Agreement except those that would invalidate or be inconsistent with the provisions of this Agreement.

8. Inspection of Books, Records, and Reports

The duly authorized representative of either party shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this Agreement or related matters during regular office hours. Each party shall maintain and make available for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Agreement. A single audit is required if \$500,000 or more is provided by the federal funding in any one-year period. Verification of completion of the single audit report shall be sent to NDEQ.

9. Independent Contractor

The Sponsor is and shall perform this Agreement as an independent contractor and as such shall have and maintain exclusive control over all of its employees, agents, and operations. Neither the Sponsor nor any person employed by the Sponsor shall act, propose to act, or be deemed the NDEQ's agent, representative, or employee. The

9. Independent Contractor (continued)

Sponsor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes and other taxes now or hereafter required by any law or regulation and agrees to comply with all applicable laws, regulations, and orders relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity, and other laws, regulations, and orders of like nature. For any work hereunder subject to the Veterans Readjustment Assistance Act of 1974, or the Rehabilitation Act of 1973, the parties hereto shall comply with all provisions thereof, together with all applicable rules, regulations and orders of the Department of Labor, and the notices required pursuant to 41 CFR 60-1.4, 60-250.4 and 60-741.4, which are hereby incorporated by reference into this Agreement.

10. Nondiscrimination

The Nebraska Fair Employment Practice Act prohibits contractors to the State of Nebraska and their subcontractors from discriminating against any employee, or applicant for employment in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. The Sponsor's signature is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The Sponsor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

11. Drug Free Workplace

The Sponsor by executing this Agreement certifies and assures that it operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of July 7, 1989.

12. Publication Rights

All parties shall have publication and reproduction rights for all reports and materials, which are produced as a result of this Agreement.

13. Termination

This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party provided that no termination may be effected unless the other party is given:

- a. Not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b. An opportunity for consultation with the terminating party prior to termination.
- c. If an emergency situation occurs, the effective date of termination will be negotiated.

14. New Employee Work Eligibility Status

The Sponsor is required and hereby agrees to use, and require sub-contractors to use, a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Sponsor or Contractor is an individual or sole proprietorship, the following applies:

The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at:

<http://www.das.state.ne.us/>

http://www.das.state.ne.us/lb403/attestation_form.pdf

If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

V. PROJECT MANAGERS

The Project Manager for each party to this agreement shall be as follows. The Project Manager may be changed by any agency upon written notification.

**Nebraska Department of
Environmental Quality (NDEQ)**

Mike Archer
Program Specialist
Water Quality Planning Unit
1200 N' Street, Suite 400
P.O. Box 98922
Lincaoln, NE 68509-8922
Phone: (402) 471-4224
Mike.Archer@Nebraska.gov

City of LaVista

John Kottmann
9900 Portal Road
La Vista, NE. 68128
Phone: (402) 331-8927
Jkottmann@cityoflavista.org

VI. SIGNATORIES TO THIS INTER-GOVERNMENTAL AGREEMENT

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

BY: Thomas R. Lamberson

TITLE: Deputy Director

Date: _____

CITY OF LAVISTA

BY: _____
(Please Print)

TITLE: _____

(Signature) _____

Date: _____

FEDERAL TAX ID NUMBER _____

DUNS NUMBER: _____

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 15, 2014 AGENDA

Subject:	Type:	Submitted By:
THOMPSON CREEK LEVEE IMPROVEMENT PROJECT, INTERLOCAL AGREEMENT WITH PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute an Interlocal Cooperation Agreement with the Papio-Missouri River Natural Resources District for the undertaking of efforts required to reconstruct levees along Thompson Creek between 60th and 66th Streets. The reconstruction is required in order to keep the levees eligible under Corps of Engineers (USACE) Public Law 84-99 for 75%/25% cost sharing of repairs after flood events.

FISCAL IMPACT

The Papio-Missouri River NRD is agreeing to design and construct levee improvements at its costs and to design and relocate a La Vista sanitary outfall sewer at its costs. The City of La Vista will provide permanent and temporary easements to the Papio-Missouri River NRD at no cost and will reconstruct and relocate Sports Complex and maintenance facilities at the City's cost. The City will perform such relocation and reconstruction with in-house forces and funds from current operating budgets.

RECOMMENDATION

Approval

BACKGROUND

The current levees were built in the 1960-1970 time periods, prior to the existence of the Papio-Missouri River Natural Resources District (NRD). The levee maintenance was assumed by the NRD after its formation in 1975. The levee side slopes are very steep and the levees are being eroded by creek bank erosion. The levees have been deemed "unacceptable" by the USACE and do not meet current levee safety standards. The proposed project consists of relocating levees away from the creek with 3:1 side slopes. In order to relocate the levees it will be necessary to relocate an existing 27-inch sanitary outfall sewer, relocate OPPD overhead power lines, and relocate Sports Complex facilities. These relocations also require the acquisition of property rights from various property owners. The NRD will be the lead agent in undertaking these improvements. Additional details are set forth in the proposed interlocal agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT FOR THE UNDERTAKING OF EFFORTS REQUIRED TO RECONSTRUCT LEVEES ALONG THOMPSON CREEK BETWEEN 60TH AND 66TH STREETS

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, the Papio-Missouri River NRD will design and construct levee improvements and design and relocate a La Vista sanitary outfall sewer at this costs, and;

WHEREAS, the City of La Vista will provide permanent and temporary easements to the Papio-Missouri River NRD and will reconstruct and relocate Sports Complex and maintenance facilities at the city's cost, and;

WHEREAS, each governmental agency will pay for their shares of the work at specified times as set forth in the agreement; and,

WHEREAS, the participants agree that this Interlocal Cooperation Agreement in no manner expands or restricts the authority otherwise granted to them by law; and

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the execution of an Interlocal Cooperation Agreement with the Papio-Missouri River Natural Resources District for the undertaking of efforts required to reconstruct levees along the Thompson Creek between 60th and 66th Streets.

PASSED AND APPROVED THIS 15TH DAY OF JULY, 2014.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL COOPERATION ACT AGREEMENT
Between
THE CITY OF LAVISTA, NEBRASKA
And
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
For
THOMPSON CREEK LEVEE IMPROVEMENT PROJECT

THIS AGREEMENT (hereinafter "**THIS AGREEMENT**") is made by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** ("the **NRD**") and the **CITY OF LAVISTA, NEBRASKA** in the County of Sarpy, State of Nebraska ("the **CITY**"), pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1997, et seq.)

WHEREAS, the aforesaid parties to THIS AGREEMENT ("the **PARTIES**", each being "a **PARTY**") desire to undertake a project ("the **PROJECT**") (a) to rehabilitate and relocate the Thompson Creek flanking levees that provide flood protection for nearby CITY recreational and other facilities (b) relocate the CITY'S existing sanitary sewer ("the **CITY SEWER**") consisting of approximately 2,000 feet of 27" RCP sewer pipe that is presently laid parallel to immediately north of the levee running along the north side of the Thompson Creek channel; and, (c) relocate existing Omaha Public Power District power lines (at an estimated cost of \$326,000), all in the approximately 2,000 foot reach of Thompson Creek between 60th Street and 66th Street, in the extra-territorial zoning jurisdiction of the CITY ("the **PROJECT REACH**"); and ,

WHEREAS, the CITY desires that the NRD design, engineer and obtain construction of the PROJECT; and,

WHEREAS, the NRD desires to receive cost-sharing assistance from the CITY for a share of the costs of the PROJECT; and,

WHEREAS, the NRD has authority under Neb.Rev.Stat §2-3229 to "develop and execute, through the exercise of powers and authorities granted by law, plans, facilities,

works, and programs relating to * * *, (2) prevention of damages from flood water and sediment, (3) flood prevention and control * * * *, and the PROJECT is an example of such facilities, works and programs.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants of the PARTIES hereinafter expressed, the PARTIES hereby agree as follows:

1. PROJECT BENEFITS. The PARTIES do hereby find and determine that the PROJECT will be of predominantly general benefit to the CITY and the NRD, with only an incidental special benefit.

2. PROJECT PARTICIPANTS. The PROJECT shall be undertaken without any separate entity being created, and the duties and responsibilities of the PARTIES with respect to the PROJECT shall be as defined by THIS AGREEMENT.

3. CITY SEWER ENGINEERING CONTRACT. The NRD shall enter into a professional services contract with Lamp, Rynearson and Associates ("the ENGINEERS"), in the form determined by the NRD and approved by the CITY ("the ENGINEERING CONTRACT"), pursuant to which the ENGINEERS shall undertake engineering services for relocation of the CITY SEWER, such tasks including, without limitation, the preparation and administration of bidding documents and performance of construction services. The provisions of the ENGINEERING CONTRACT also shall include, but shall not be limited to, covenants and conditions calling for the ENGINEERS to submit to the CITY, for its written approval and concurrence, copies of all change orders and other deliverables that the ENGINEERING CONTRACT provides for submission by the ENGINEERS to the NRD. The ENGINEERING CONTRACT shall provide that the CITY shall be named as an additional insured in any insurance provided to the NRD by the ENGINEERS in accordance with the ENGINEERING CONTRACT.

4. CITY SEWER PLAN APPROVALS. Prior to commencing relocation of the CITY SEWER, the NRD shall submit to the CITY and obtain its approval of the plans, bid documents, construction contract and implementation schedules, all for relocation of the CITY SEWER, such approvals to not be unreasonably withheld or delayed.

5. CITY SEWER TECHNICAL ASSISTANCE. The CITY shall provide technical assistance to the NRD within the limits of its expertise and shall provide representatives at all necessary meetings regarding relocation of the CITY SEWER, as requested by the NRD.

6. RIGHTS-OF-WAY. Lands, easements and rights-of-way that the ENGINEERS and the NRD determine are necessary for construction, operation, maintenance, repair, replacement, management and regulation of the PROJECT (collectively, "the **PROJECT RIGHTS-OF-WAY**") shall be secured for the PROJECT by the respective PARTIES as follows, to-wit:

a) **Tract 1:** The NRD, at its sole cost and expense, shall obtain such temporary and permanent easements as the ENGINEER and the NRD determine necessary for levee and channel construction, reconstruction, operation and maintenance, in, on, under, over and across the respective parcels of land in the NW 1/4 of the SE 1/4 and Tax Lot 7 of Sec. 13, Twp14N, R12E Sarpy County, Nebraska that are depicted and hereinafter referred to collectively as "Tract 1" in the aerial photo overlay attached hereto as Exhibit "A" and incorporated herein by reference.

b) **Existing ROW:** The NRD, at its sole cost and expense, shall obtain assignments from the County of Sarpy, Nebraska of such County's existing levee and channel rights-of-way in Tax Lot 4 in Sec. 13, Twp 14 N, R12E Sarpy County, Nebraska, in the PROJECT REACH and rights-of-way extending east to the confluence with the Big Papillion Creek, that are presently occupied by the channel of Thompson Creek, its levees and the CITY SEWER, as depicted in Exhibit "A"; and, the NRD at its sole cost shall obtain such other and further temporary and permanent easements in said existing right-of-way as the ENGINEER and the NRD determine necessary for levee and channel construction, reconstruction, operation and maintenance, in, on, under, over and across such parcels of land.

c) **Tract 3:** The NRD, at its sole cost and expense, shall obtain fee simple rights of way for the NRD'S levee construction, operation and maintenance of the PROJECT, in, on, under, over and across the parcel of land in Tax Lot 14B in

the NE 1/4 of Sec. 13, Twp 14 N, R12E Sarpy County, Nebraska that is depicted and hereinafter referred to as "Tract 3" in Exhibit "A".

d) **Tracts 4-5:** The CITY shall grant to the NRD temporary and permanent easements for the NRD'S levee construction, operation and maintenance, and for relocation of the CITY SEWER, in, on, under, over and across those parcels of land presently owned by the CITY in Tax Lot 14A, Sec. 13, Twp 14 N, R12E Sarpy County, Nebraska, that are depicted and hereinafter referred to as "Tract 4" and "Tract 5" in Exhibit "A".

e) **Tract 6:** The NRD, at its sole cost and expense, shall obtain temporary easements for the NRD'S levee, channel and CITY SEWER reconstruction, and permanent easements for levee, channel and CITY SEWER operation and maintenance, in, on, under, over and across the parcels of land in Tax Lots 14C and 16 in the NE 1/4 of Sec. 13, Twp 14 N, R12E Sarpy County, Nebraska, that are depicted and hereinafter referred to collectively as "Tract 6" in Exhibit "A".

7. PERMITS. All necessary local, state and federal permits, which the ENGINEERS or the NRD determine are necessary for reconstruction of the PROJECT, or for the permanent operation, maintenance, repair, replacement, management and regulation of the PROJECT, shall be obtained at the sole cost and expense of the NRD, which shall hold the same; provided, however, all necessary local, state and federal permits, which the ENGINEERS or the CITY determine are necessary for reconstruction, operation, maintenance, repair, replacement, management and regulation of the CITY SEWER, shall be obtained at the sole cost and expense of the CITY, which shall hold the same.

8. UTILITY AND ROAD RELOCATIONS. The NRD, at its sole cost and expense, shall be responsible for the costs of relocating the existing OPPD power lines serving the CITY'S maintenance yard, and the costs of relocating other utilities that are determined to interfere with construction of the PROJECT, or with the operation, maintenance, repair, replacement, management or regulation of the PROJECT. As part of the PROJECT the NRD, at its sole cost and expense, also will construct a road on the

north bank relocated levee, from 66th Street east to the City maintenance yard in "Tract 5".

9. CITY SEWER CONSTRUCTION CONTRACT. The NRD shall solicit competitive sealed bids for construction of the CITY SEWER pursuant to contract documents submitted to and approved in writing by the CITY ("the **CONSTRUCTION CONTRACT**"). The provisions of the CONSTRUCTION CONTRACT shall include, but shall not be limited to, covenants and conditions providing that the CITY shall be named as an additional insured in all insurance provided by the CONTRACTOR.

10. EMBANKMENT FILL. The CITY, at its sole cost and expense, at the request of the NRD will provide up to 20,000 cubic yards of clean embankment fill for the PROJECT, delivered to the PROJECT site, with the remaining fill needed for the PROJECT to be obtained by the NRD at its own cost from the low-flow berm of the Big Papio channel located near the PROJECT.

11. CITY SEWER COMPETITIVE BIDS. Within a reasonable time after the NRD'S receipt and opening of sealed bids for construction of the CITY SEWER, the NRD shall deliver a summary thereof to the CITY, together with the identification by the NRD of the bidder who or which the NRD determines is the lowest responsible bidder. In the absence of good cause to the contrary being shown to the NRD by the CITY, the NRD shall award to such bidder the contract to construct the CITY SEWER portions of the PROJECT. The NRD, through the CONTRACTOR, shall construct the CITY SEWER portions of the PROJECT in accordance with the CITY-approved plans and specifications.

12. OPERATION AND MAINTENANCE OF THE PROJECT. After the completion and acceptance of the CITY SEWER from the CONTRACTOR and NRD completion of the PROJECT and other PROJECT tasks provided for herein, (a) the NRD, at its sole cost and expense, shall permanently operate, maintain, repair, replace, manage and regulate the channel and levee features of the PROJECT during their useful lives, in such manner and at such time(s) as the NRD determines necessary, and in accordance with applicable and generally-accepted engineering practices, FEMA regulations and requirements for continuation of flood insurance; and, any applicable

USACE requirements necessary to preserve the eligibility of PROJECT for benefits under the Public Law 84-99 maintenance program; and (b) the CITY, at its sole cost and expense, shall permanently operate, maintain, repair, replace, manage and regulate the CITY SEWER features of the PROJECT during their useful lives, in such manner and at such time(s) as the CITY determines necessary, and in accordance with applicable and generally-accepted engineering practices, FEMA regulations and requirements for continuation of flood insurance, and any applicable USACE requirements necessary to preserve the eligibility of the PROJECT for benefits under the Public Law 84-99 maintenance program.

13. RISK OF LOSS. The NRD shall have the insurable interest in, and shall bear the sole risk of casualty loss of or damage to the channel, levee and road features of the PROJECT, whether such loss or damage results from flood or other casualty whatsoever. The CITY shall have the insurable interest in, and shall bear the sole risk of casualty loss of or damage to the CITY SEWER features and components of the PROJECT, whether such loss or damage results from flood or other casualty whatsoever.

14. INDEMNIFICATION BY THE NRD. Except as otherwise provided herein, the NRD shall defend and indemnify the CITY and hold the CITY harmless (1) from and against any and all PROJECT costs exceeding the CITY CONTRIBUTION under THIS AGREEMENT; (2) from and against any and all claims, demands, causes of action, costs and expenses, including court costs and attorneys fees, for personal injuries or property damages in whole or in part arising out of or caused by the negligence of the NRD, its employees, officers, agents or the ENGINEER or CONTRACTOR, in the design, construction, operation, maintenance, repair, replacement and regulation of the levee and channel features of the PROJECT, other than as may be caused by the comparative negligence of the CITY; and, (3) from and against all claims, demands, causes of action, costs and expenses, including without limitation costs of investigations, court costs and attorneys fees, arising from the introduction or presence in or on any PROJECT RIGHTS-OF-WAY obtained by the NRD of any material or substance listed, defined, designated or otherwise regulated as hazardous, toxic, radioactive or dangerous under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601-9675, or under any other federal, state or local

law, rule, regulation, ordinance, code or order now in effect or hereafter enacted to protect the environment; and, from and against any and all costs and expenses of clean-up and response with respect to any such materials or substances in or on any PROJECT RIGHTS-OF-WAY obtained by the NRD, and also including, without limitation, costs of any studies and investigations necessary to determine an appropriate response to any contamination on the PROJECT RIGHTS-OF-WAY, but excepting costs and expenses relating to any such substances or materials introduced solely by the CITY or its employees, officers, contractors or agents.

15. INDEMNIFICATION BY THE CITY. Except as otherwise provided herein, the CITY shall defend and indemnify the NRD and hold the NRD harmless (1) from and against any and all claims, demands, causes of action, costs and expenses, including court costs and attorneys fees, for personal injuries or property damages in whole or in part arising out of or caused by the negligence of the CITY, its employees, officers, agents in the maintenance, repair, replacement and regulation of the CITY SEWER, other than as may be caused by the comparative negligence of the NRD; and, (2) from and against all claims, demands, causes of action, costs and expenses, including without limitation costs of investigations, court costs and attorneys fees, arising from the introduction or presence in or on any PROJECT RIGHTS-OF-WAY obtained by the CITY of any material or substance listed, defined, designated or otherwise regulated as hazardous, toxic, radioactive or dangerous under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601-9675, or under any other federal, state or local law, rule, regulation, ordinance, code or order now in effect or hereafter enacted to protect the environment; and, from and against any and all costs and expenses of clean-up and response with respect to any such materials or substances in or on any PROJECT RIGHTS-OF-WAY obtained by the CITY, and also including, without limitation, costs of any studies and investigations necessary to determine an appropriate response to any contamination on the PROJECT RIGHTS-OF-WAY, but excepting costs and expenses relating to any such substances or materials introduced solely by the NRD or its employees, officers, contractors or agents.

16. EFFECTIVE DATE AND TERM. THIS AGREEMENT shall be in force and effect upon and after its execution by both PARTIES, and shall have permanent duration.

17. NON-DISCRIMINATION. The PARTIES shall not, in the performance of THIS AGREEMENT, discriminate or permit discrimination by any contractors in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.

18. APPROVALS. Approvals by the CITY and other CITY actions, contemplated or called for by THIS AGREEMENT are hereby authorized to be provided by the Mayor of the CITY. Approvals by the NRD and other NRD actions contemplated by or called for by THIS AGREEMENT are hereby authorized to be provided by the General Manager or Assistant General Manager of the NRD.

19. ENTIRE AGREEMENT. THIS AGREEMENT contains the entire agreement between the PARTIES, and each of the PARTIES hereto agrees that neither the other PARTY, nor any of the officers, agents, employees or contractors of the other PARTY, have made any representations or promises with respect to the PROJECT not expressly contained herein.

20. TIME. Time is of the essence of THIS AGREEMENT.

21. DEFAULT. If either of the PARTIES shall default hereunder, the other PARTY shall be entitled to enforce specific performance of THIS AGREEMENT or may have any other remedy allowed by law or equity.

22. NOTICES. All notices herein required shall be in writing and shall be served on the PARTIES at their principal offices, or at such other address as either PARTY may hereafter designate to the other PARTY in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service hereunder.

23. BINDING EFFECT. The provisions of THIS AGREEMENT shall inure to the benefit of, and shall be binding upon, the successors and assigns of the respective PARTIES.

24. APPLICABLE LAW. Each of the PARTIES to THIS AGREEMENT shall follow all applicable federal and state statutes and regulations in carrying out the faithful performance and terms of THIS AGREEMENT.

25. SEVERABILITY. In the event any portion of THIS AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of THIS AGREEMENT, the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of THIS AGREEMENT so as to render it valid, reasonable and enforceable.

26. CAPTIONS. Captions used in THIS AGREEMENT are for convenience and not for use in the construction of THIS AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have executed THIS AGREEMENT, on the respective dates hereinafter indicated, pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

The CITY executed THIS AGREEMENT on _____, 20 ____.

THE CITY OF LAVISTA

By _____
_____, Mayor

Attest:

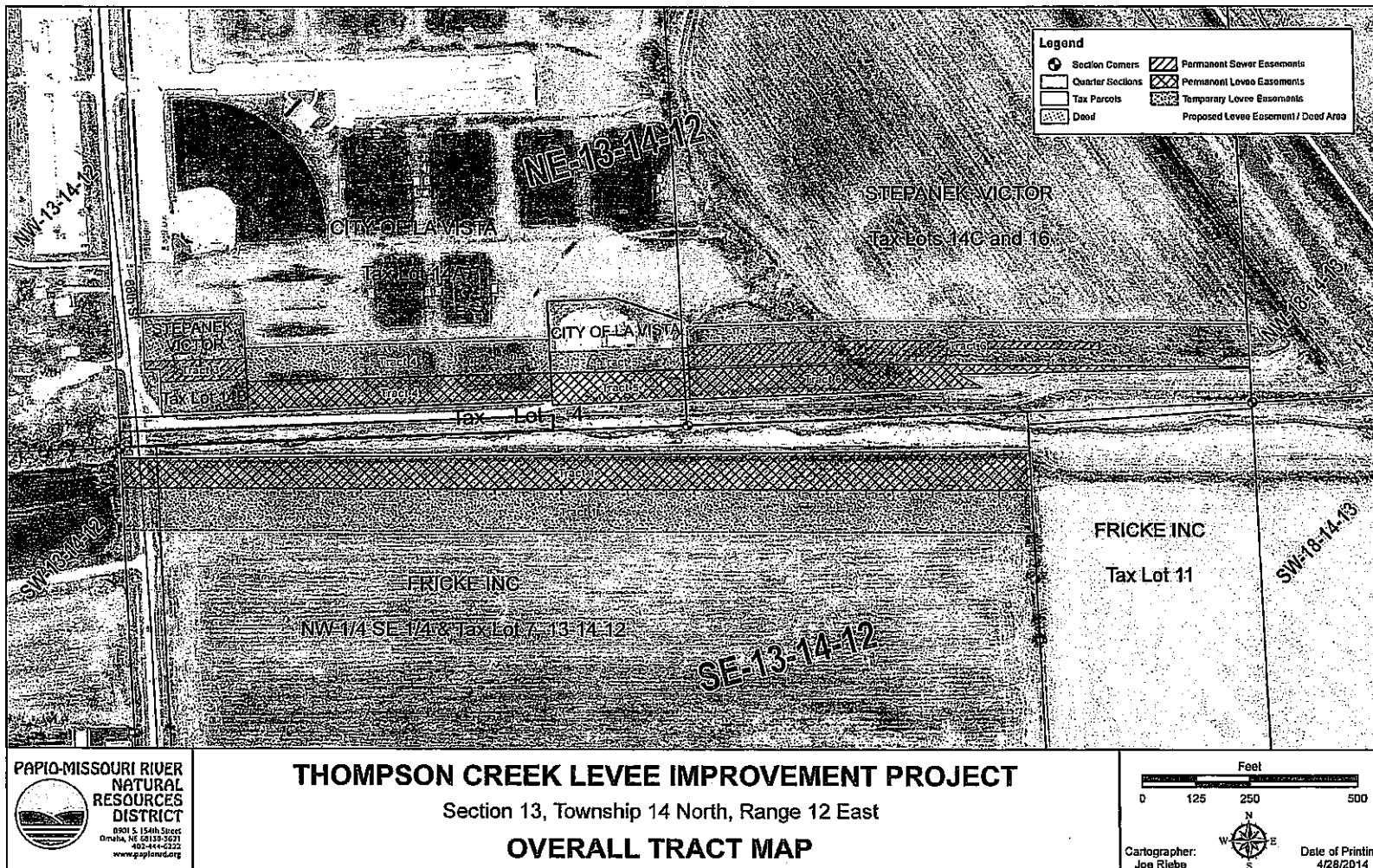
City Clerk

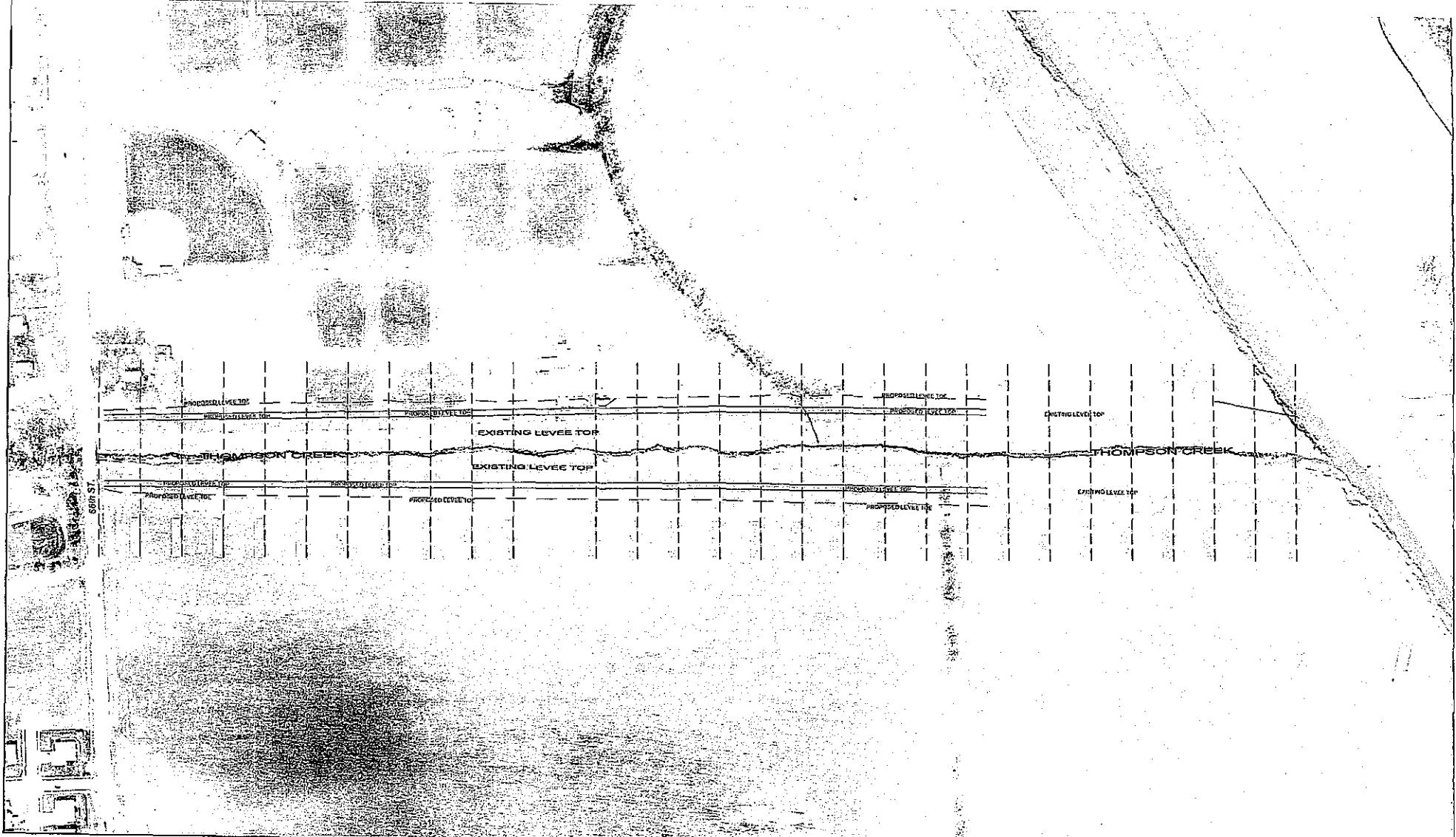
The NRD executed THIS AGREEMENT on _____, 20 ____.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____

JOHN WINKLER, General Manager

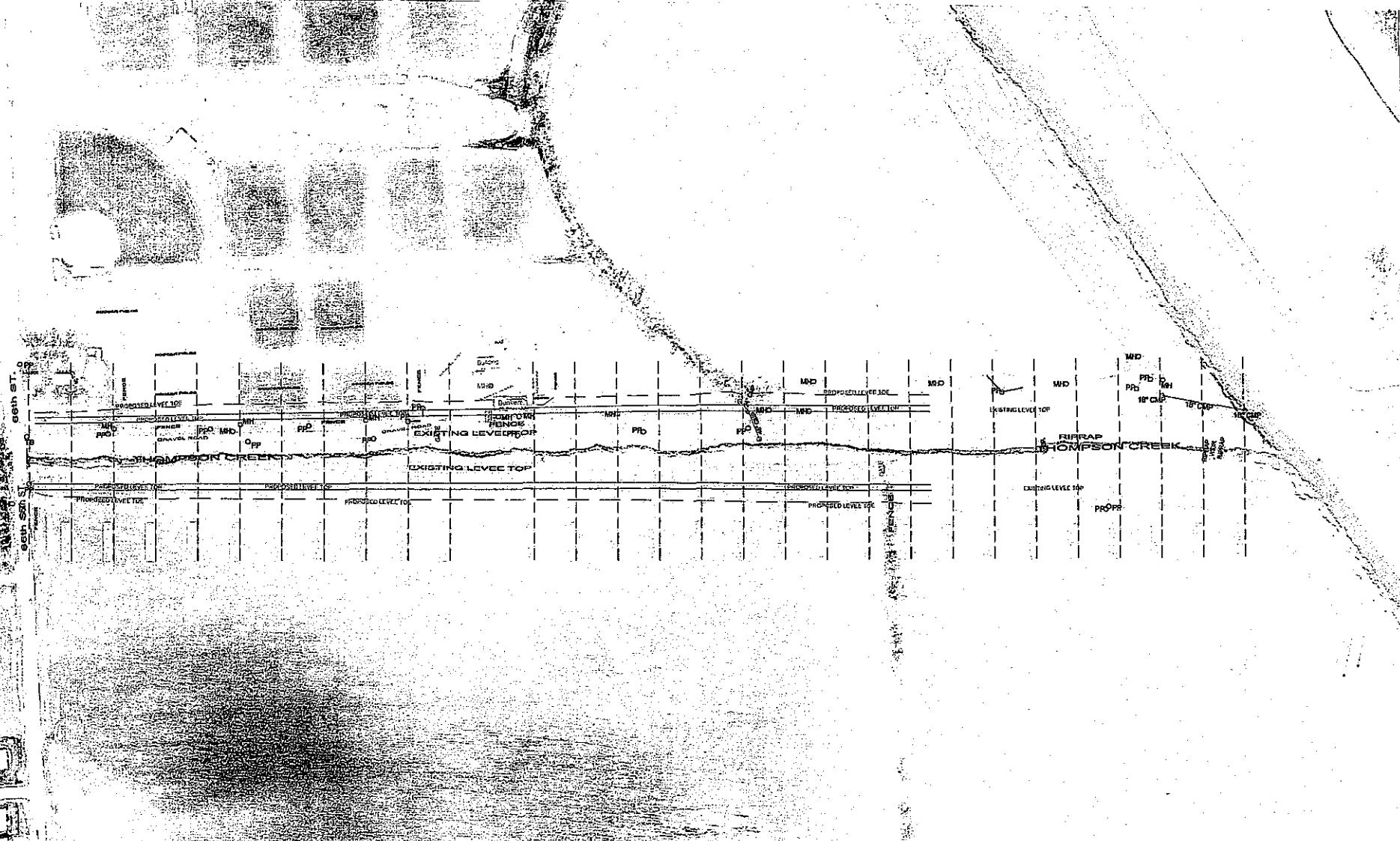




 PAPIO-MISSOURI RIVER NATURAL
RESOURCES 6901 S. 154TH STREET
DISTRICT OMAHA NE 68136-3621
www.papionrd.org OFFICE: 402-444-6222
FAX: 402-495-6543

THOMPSON CREEK
LEVEE IMPROVEMENT PROJECT
PLAN MAP

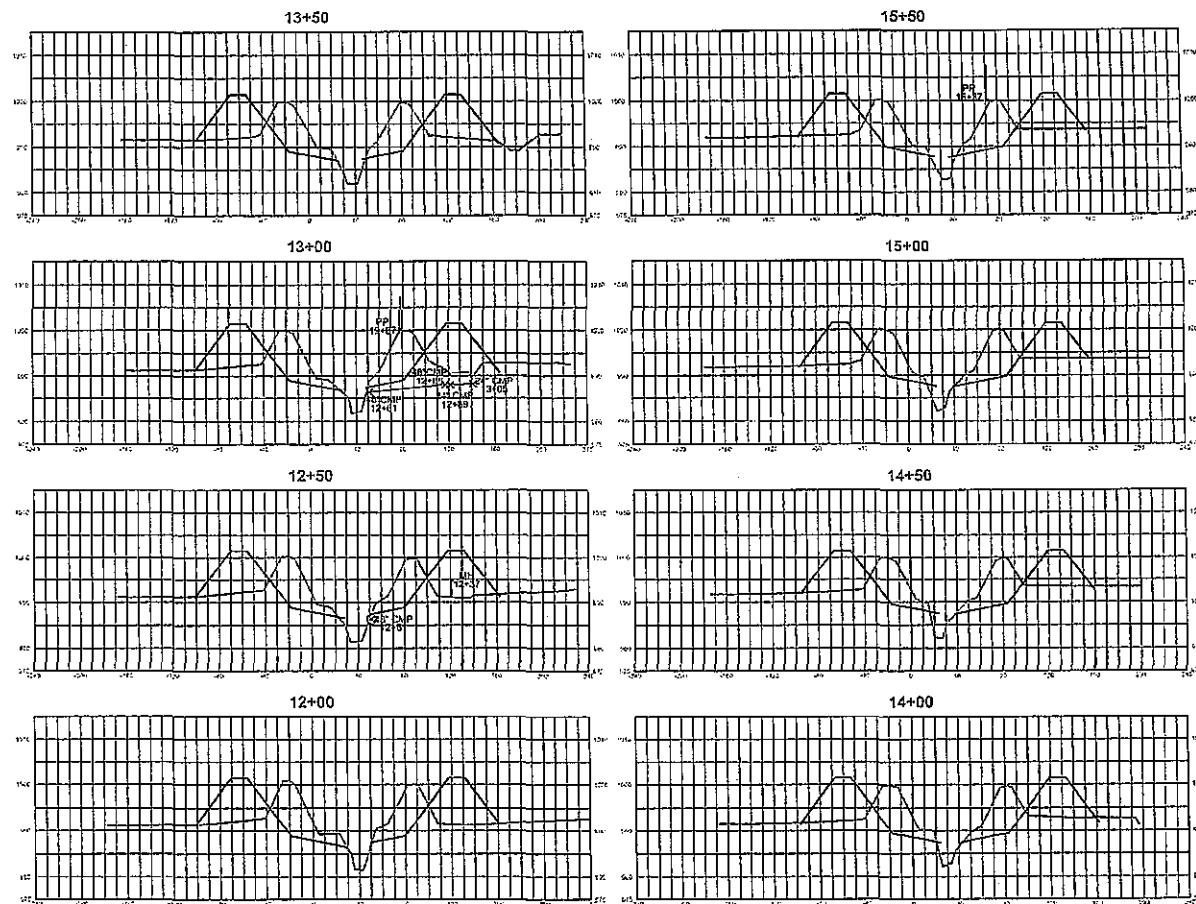
Sheet # 4
DATE: 10/10/14
DRAWN BY: [Signature]
SCALE: NO SCALE
REVIS: 10/11



**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT** 5901 S. 154TH STREET
www.papirnd.org OMAHA NE 68135-3821
OFFICE: 402-444-0222 FAX: 402-895-6543

**THOMPSON CREEK
LEVEE IMPROVEMENT PROJECT
PLAN MAP**

DRW46
DATE: 20/12/2014
DRAWN BY: 3M
SCALE: NO SCALE
EMCET: 1 of 11



**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**
www.papionrd.org

**THOMPSON CREEK
LEVEE IMPROVEMENT PROJECT**

— EXISTING GROUND
— PROPOSED IMPROVEMENTS

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 15, 2014 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE TREADMILL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) Matrix T5X Treadmill from Nova Health Equipment Omaha, NE, in an amount not to exceed \$5,799.00.

FISCAL IMPACT

The FY 13/14 General Fund budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

This treadmill will replace one of the 5 current treadmills the fitness room has. The treadmill comes with a warranty of (1) year labor, (2) years parts and (3) years motor.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) MATRIX T5X TREADMILL FROM NOVA HEALTH EQUIPMENT, OMAHA, NE, IN AN AMOUNT NOT TO EXCEED \$5,799.00.

WHEREAS, the Mayor and City Council have determined that the purchase of a treadmill for the Community Center is necessary; and

WHEREAS, the FY 13/14 General Fund budget include funding for the purchase of said treadmill, 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 one (1) Matrix T5X Treadmill from Nova Health Equipment, Omaha, NE, in an amount not to exceed \$5,799.00.

PASSED AND APPROVED THIS 15TH DAY OF JULY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Nova Fitness Equipment
4511 South 119th Circle
Omaha, NE 68137

ESTIMATE

DATE	EST. NUMBER
7/8/2014	118464

BILL TO
City of LaVista Parks & Recreation Attn: Accounts Payable 8116 Park View Boulevard LaVista, NE 68128

SHIP TO
City of LaVista Parks & Recreation 8116 Park View Blvd LaVista, NE 68128 Attn: Scott Stopak Ph 402.331.3455

P.O. NUMBER	REP	EXP. DATE
	DK	8/15/2014

ITEM	DESCRIPTION	QTY	COST	TOTAL
T5X FREIGHT	MATRIX T5X TREADMILL FREIGHT / DELIVERY MATRIX TREADMILL MATRIX TREADMILL REQUIRES A 115 VAC 20 AMP DEDICATED CIRCUIT Thank You! David King, Nova Fitness Equipment cell. 402-515-4427	1 1	5,459.00 340.00	5,459.00 340.00

PLEASE SIGN AND FAX, OR EMAIL QUOTE TO NOVA FITNESS EQUIPMENT TO
PLACE YOUR ORDER. (402) 343-0562

SUBTOTAL \$5,799.00

Signature (Print Name Below): _____

SALES TAX (0.0%) \$0.00

P.O. # _____

TOTAL \$5,799.00

Phone #	Fax #
402-343-0552	402-343-0562