



***PROCLAMATION
ATTENDANCE AWARENESS MONTH***

WHEREAS, academic achievement is something for which every community strives and regular and consistent attendance is essential to student achievement, and

WHEREAS, chronic absence, missing 10% of school days or more of school for any reason, is a well-established predictor of academic struggle for students of any age, as well as a powerful predictor of school dropout, it weakens our communities and our local economy, and

WHEREAS, during the 2014 – 2015 school year approximately 9% of students in the Greater Omaha Metropolitan Area were chronically absent; totaling more than 9,000 students missing more than 20 days of school, and

WHEREAS, all students are impacted by chronic absence, as teachers spend significant class time reviewing material missed by absent students, and

WHEREAS, reducing chronic absence takes commitment, collaboration, and tailored approaches to particular challenges and strengths in each community, and

WHEREAS, chronic absence can be significantly reduced when schools, families, and communities work together to monitor and promote attendance and address barriers to such, and

WHEREAS, the GOALS Center strives to improve attendance through voluntary programming, in collaboration with schools and communities, for students with school attendance concerns or barriers and their families.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim our city will stand with the nation in recognizing September as **ATTENDANCE AWARENESS MONTH**.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 2nd day of August, 2016.

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO RYAN SOUTH OF THE LA VISTA RECREATION DEPARTMENT, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Ryan South**, has served the City of La Vista since April 4, 2011 and

WHEREAS, **Ryan South's** input and contributions to the City of La Vista have contributed to the success of the City.

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Ryan South** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 2ND DAY OF AUGUST, 2016.

Douglas Kindig, Mayor

Kim J. Thomas
Councilmember, Ward I

Mike Crawford
Councilmember, Ward I

Ronald Sheehan
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Deb Hale
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Jim Frederick
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, CMC
City Clerk



MINUTE RECORD

A-2

No. 729 -- REDFIELD & COMPANY, INC. OMAHA E1310558LD

LA VISTA CITY COUNCIL MEETING July 19, 2016

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on July 19, 2016. Present were Councilmembers: Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Community Development Director Birch, Director of Public Works Soucie, Director of Administrative Services Pokorny, Finance Director Miserez, Library Director Barcal, Recreation Director Stopak and Assistant Public Works Director/City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on July 6, 2016. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

SWEAR IN POLICE OFFICERS – JAMES BERGER, AMANDA EBY, JAMES PARISIEN JR.

Mayor Kindig gave the oath of office to three new police officers: James Berger, Amanda Eby, and James Parisien, Jr.

SERVICE AWARD – DAVID KARLSON – 20 YEARS

Mayor presented to David Karlson a service award for 20 years of service to the City of La Vista.

Mayor Kindig gave some clarification regarding the agenda stating that some agenda items are marked with an asterisk. These originally were scheduled for the June 21 agenda. Notices of regular meetings for the City and Community Development Agency are required to be published in the Papillion Times. In addition notices are posted at City Hall and on the City website. The paper failed to publish notices of the June 21 and July 5 Council meetings. Items from those meetings are included in tonight's agenda. The July 5 Council meeting was not held, so they are simply included on the agenda without any notation. With respect to items originally scheduled for June 21, the Mayor reminded Council to consider them as new and disregard any comments or information provided at the prior meeting and only consider comments or information provided at the meeting tonight.

PRESENTATION – CERTIFICATES OF PARTICIPATION – MAYOR'S YOUTH COUNCIL

Mayor Kindig stated that these certificates were presented at an earlier date.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JUNE 7, 2016 CITY COUNCIL
MEETING
3. APPROVAL OF THE MINUTES OF THE JUNE 2, 2016 PLANNING
COMMISSION MEETING
4. APPROVAL OF THE MINUTES OF THE JUNE 16, 2016 PLANNING
COMMISSION MEETING
5. MONTHLY FINANCIAL REPORT – APRIL 2016
6. MONTHLY FINANCIAL REPORT – MAY 2016
7. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER,
INC. – PROFESSIONAL SERVICES – CIVIC CENTER PARK -
\$17,136.87
8. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER,

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No. 728 -- REFIELD & COMPANY, INC. OMAHA E1310556LD

**INC. -- CITY PARKING DISTRICT ACCESS IMPROVEMENTS --
DRAINAGE - \$3,550.00**

**9. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER,
INC. -- BIG PAPIO CREEK SIPHON REPAIR - \$1,455.00**

**10. REQUEST FOR PAYMENT -- YANO'S NURSERY -- THOMPSON
CREEK - \$255.00**

**11. REQUEST FOR PAYMENT -- CITY OF OMAHA -- SEWER TRACT
CONNECTION FEES - \$118,489.20**

**12. REQUEST FOR PAYMENT -- SARPY COUNTY -- INDUSTRIAL SEWER
TRACT CONNECTION FEES - \$160,600.00**

**13. REQUEST FOR PAYMENT -- UPSTREAM WEEDS -- PROFESSIONAL
SERVICES - STORMWATER OUTREACH - \$1,500.00**

**14. REQUEST FOR PAYMENT -- FELSBURG HOLT & ULLEVIK --
PROFESSIONAL SERVICES -- GILES ROAD DATA COLLECTION -
\$4,100.00**

**15. REQUEST FOR PAYMENT -- SARPY COUNTY PUBLIC WORKS --
SHARED PROJECT COSTS -- 66TH STREET FROM HARRISON TO
GILES ROAD AND GILES ROAD FROM 66TH TO 69TH STREETS -
\$272,441.99**

16. APPROVAL OF CLAIMS.

ACCO UNLIMITED CORP, supplies	\$357.85
ACTION BATTERIES, maint.	\$157.51
ALAMAR UNIFORMS, apparel	\$548.93
ANDERSON EXCAVATING CO, services	\$257,435.89
A-RELIEF SERVICES INC, bld&grnds	\$420.00
ASPHALT & CONCRETE MATERIALS, maint.	\$834.62
BAXTER CHRYSLER DODGE JEEP RAM, maint.	\$129.00
BEACON BUILDING, services	\$6,012.00
BERRY DUNN, services	\$875.00
BLACK HILLS ENERGY, utilities	\$1,630.00
BMI, services	\$336.00
BOB MARCEAU, refund	\$151.47
BOBCAT OF OMAHA, maint.	\$128.38
BOLD OFFICE SOLUTIONS, services	\$1,150.86
BS&A SOFTWARE, services	\$43,165.00
BUETHE, P., travel	\$637.92
BUILDERS SUPPLY CO, bld&grnds	\$43.12
CENTER POINT PUBLISHING, books	\$302.58
CENTURY LINK, phones	\$348.56
CIACCIO ROOFING CORP, bld&grnds	\$297.00
CITY OF OMAHA, services	\$153,841.17
CITY OF PAPIILLION, supplies	\$8,601.12
CLASS C SOLUTIONS GROUP, services	\$354.46
CNA SURETY, services	\$1,855.00
COMP CHOICE INC, services	\$673.00
CONSOLIDATED MANAGEMENT, services	\$452.59
COX COMMUNICATIONS, services	\$160.09
CUMMINS CENTRAL POWER, maint.	\$1,643.59
DEARBORN NATIONAL LIFE INS CO, services	\$992.00
DEERE & CO, services	\$35,986.79
DELL MARKETING, services	\$1,686.90
DEMCO INC, supplies	\$163.14
EDGEWEAR SCREEN PRINTING, apparel	\$505.50
ESRI INC, services	\$3,350.00
EXCHANGE BANK, services	\$305.79
FILTER CARE, maint.	\$16.55
FITZGERALD SCHORR BARMETTLER, services	\$32,843.36
FOCUS PRINTING, services	\$300.00
GALE, books	\$128.20
GCR TIRES & SERVICE, maint.	\$390.77
GRAYBAR ELECTRIC CO, bld&grnds	\$130.56

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

GREENKEEPER CO, supplies	\$926.38
H & H CHEVROLET, maint.	\$44.29
HAMILTON COLOR LAB, services	\$6,067.60
HERITAGE CRYSTAL CLEAN, services	\$314.95
INDUSTRIAL SALES CO, bld&grnds	\$818.32
INGRAM LIBRARY SERVICES, books	\$445.02
INLAND TRUCK PARTS, maint.	\$227.64
JEFF MOORE, services	\$1,200.00
JENNIFER GOSS, services	\$24.95
JOHNSON HARDWARE CO, bld&grnds	\$93.68
KENNY'S SERVICES INC, bld&grnds	\$885.00
KRIHA FLUID POWER CO, maint.	\$98.05
LANDPORT SYSTEMS INC, services	\$125.00
LANDS' END BUSINESS OUTFITTERS, apparel	\$147.98
LARSEN SUPPLY CO, supplies	\$340.84
LEXIS NEXIS MATTHEW BENDER, books	\$59.08
LIBRARY ADVANTAGE, supplies	\$560.00
LIBRARY IDEAS LLC, media	\$7.00
LIGHT AND SIREN, maint.	\$1,393.72
LOGAN SIMPSON DESIGN INC, services	\$5,859.55
LV COMM FOUNDATION, payroll	\$60.00
MARK A KLINKER, services	\$200.00
MAX I WALKER UNIFORM, services	\$570.60
MBC CONSTRUCTION, services	\$117,013.21
MENARDS-RALSTON, bld&grnds	\$99.99
METRO COMM COLLEGE, services	\$15,715.88
MICHAEL TODD & CO, maint.	\$1,114.20
MID CON SYSTEMS INC, maint.	\$159.08
MIDWEST TAPE, media	\$387.81
MONARCH OIL INC, maint.	\$175.00
MUD, utilities	\$9,361.88
MUNICIPAL PIPE TOOL CO, maint.	\$15.91
NATIONAL EVERYTHING WHOLESALE, supplies	\$366.81
NE DEPT OF LABOR, bld&grnds	\$140.00
NE LAW ENFORCEMENT, services	\$150.00
NIGHT FLYER GOLF INC, services	\$117.20
NMC EXCHANGE LLC, services	\$2,385.97
NORTHWEST AUTO CARE, maint.	\$1,187.20
ODEY'S INC, bld&grnds	\$6,735.14
OFFICE DEPOT INC, supplies	\$752.53
OMAHA COMPOUND CO, services	\$389.10
OMNIGRAPHICS INC, books	\$81.85
ONE CALL CONCEPTS, services	\$284.16
PAPILLION LA VISTA SCHL DISTR, services	\$20,889.56
PAPIO-MO RIVER NRD, services	\$116,220.90
PARK YOUR PAWZ INC, services	\$180.00
PAYFLEX SYSTEMS, services	\$251.55
PEPSI COLA CO, supplies	\$781.52
PLAINS EQUIPMENT GROUP, maint.	\$821.50
PREMIER-MIDWEST BEVERAGE, supplies	\$270.88
QUALITY AUTO REPAIR & TOWING, services	\$79.00
QUALITY BRANDS OF OMAHA, supplies	\$376.15
RAINBOW GLASS & SUPPLY, maint.	\$179.00
RALSTON ADVERTISING, services	\$209.00
RDG PLANNING & DESIGN, services	\$260.96
READY MIXED CONCRETE CO, maint.	\$243.40
REPUBLIC NATIONAL DISTR CO, supplies	\$135.00
RETRIEVEX, services	\$125.61
RON TURLEY ASSOCIATES, services	\$1,200.00
ROTELLA'S ITALIAN BAKERY, supplies	\$19.98

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

SARPY COUNTY COURTHOUSE, services	\$4,100.37
SARPY COUNTY FISCAL ADMIN, services	\$7,933.00
SARPY COUNTY LANDFILL, bld&grnds	\$1,090.88
SARPY COUNTY REGISTER OF DEEDS, services	\$16.00
SARPY COUNTY TREASURER, services	\$9,282.75
SCHOLASTIC BOOK FAIRS, books	\$387.59
SHRM-SOCIETY FOR HR, services	\$190.00
SIGN IT, services	\$6,114.20
SPRINT, phones	\$119.97
SUPERIOR SPA & POOL, supplies	\$79.86
SWAN ENGINEERING, bld&grnds	\$8.94
SWANK MOTION PICTURES INC, services	\$578.00
THOMPSON DREESSEN & DORNER, services	\$12,978.42
TITAN MACHINERY, maint.	\$184.48
TODCO BARRICADE CO, services	\$400.00
TRADE WELL PALLET, bld&grnds	\$202.50
TRAFFIC & TRANSPORTATION PRODS, services	\$622.20
UNITED PARCEL, services	\$8.13
UNIV OF NEBR BOARD OF REGENTS, services	\$20.00
UNIVERSITY OF NEBRASKA LINCOLN, services	\$75.00
VERIZON WIRELESS, phones	\$306.85
WAL-MART, supplies	\$5,710.06
WHITE CAP CONSTR, supplies	\$16.95
WICK'S STERLING TRUCKS, maint.	\$81.03
ABE'S PORTABLES INC, services	\$95.00
ACCO UNLIMITED CORP, supplies	\$161.70
ACTION BATTERIES, bld&grnds	\$116.49
AKSARBEN HEATING, bld&grnds	\$118.00
ALAMAR UNIFORMS, apparel	\$490.45
ARCMATE MANUFACTURING CORP, supplies	\$161.25
A-RELIEF SERVICES, bld&grnds	\$855.00
ASPHALT & CONCRETE MATERIALS, maint.	\$476.87
BAKER & TAYLOR, books	\$1,760.32
BEAUMONT, M, travel	\$195.00
BENNETT REFRIGERATION, bld&grnds	\$2,875.00
BISHOP BUSINESS EQUIPMENT, services	\$1,972.63
BLACK HILLS ENERGY, utilities	\$107.29
BUILDERS SUPPLY CO, maint.	\$180.22
CAREERTRACK, services	\$198.00
CENTURY LINK BUSN SVCS, phones	\$53.25
CENTURY LINK, phones	\$134.32
CITY OF PAPILLION, services	\$150,654.00
CLARK CREATIVE GROUP, services	\$4,000.00
CLASS C SOLUTIONS GROUP, maint.	\$381.97
CNA SURETY, services	\$1,135.50
COCA-COLA BOTTLING CO, supplies	\$855.79
CONSOLIDATED MANAGEMENT, services	\$584.16
COX COMMUNICATIONS, services	\$143.00
CULLIGAN OF OMAHA, bld&grnds	\$63.00
CUMMINS CENTRAL POWER, maint.	\$615.21
DAVE BURGERS, refund	\$188.84
DEARBORN NATIONAL LIFE INS, services	\$4,441.61
DEBRA O'NEILL, refund	\$24.00
DIAMOND VOGEL PAINTS, bld&grnds	\$59.69
DITCH WITCH OF OMAHA, maint.	\$140.00
EDGEWEAR SCREEN PRINTING, apparel	\$162.00
EXPRESS ENTERPRISES, bld&grnds	\$1,680.31
FEDEX, services	\$72.04
FILTER CARE, maint.	\$30.60
FIRST WIRELESS INC, services	\$90.00

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No. 729 - REDFIELD & COMPANY, INC. OMAHA E1910566LD

FITZGERALD SCHORR BARMETTLER, services	\$32,945.30
FUN SERVICES, services	\$510.00
GALE, books	\$164.93
GCR TIRES & SERVICE, maint.	\$401.81
GENUINE PARTS CO, maint.	\$991.12
GRAINGER, bld&grnds	\$32.78
GRAYBAR ELECTRIC CO, bld&grnds	\$105.17
GREENKEEPER CO, supplies	\$1,322.38
GRETNA SMALL ENGINE, maint.	\$1,408.52
H & H CHEVROLET LLC, maint.	\$73.50
HANEY SHOE STORE, apparel	\$150.00
HEARTLAND TIRES AND TREADS, maint.	\$1,014.68
HEIMES CORP, maint.	\$142.03
HELMET & SHIELD, services	\$2,471.00
HOME DEPOT, bld&grnds	\$806.41
HUNDEN STRATEGIC PARTNERS, services	\$4,504.10
HUNTEL COMMUNICATIONS, services	\$110.00
HY-VEE INC, supplies	\$145.00
INDUSTRIAL SALES CO, bld&grnds	\$70.64
INGRAM LIBRARY SERVICES, books	\$184.75
KRIHA FLUID POWER CO, maint.	\$164.11
LAWRENCE SKARNULIS, refund	\$26.00
LIFEGUARD STORE INC, supplies	\$2,107.00
LOWE'S, supplies	\$94.05
MARTIN MARIETTA AGGREGATES, bld&grnds	\$244.69
MATHESON TRI-GAS INC, apparel	\$118.24
MAX I WALKER UNIFORM, services	\$580.97
MENARDS-RALSTON, bld&grnds	\$473.42
METRO AREA TRANSIT, services	\$425.00
MID CON SYSTEMS INC, maint.	\$184.18
MID-AMERICAN BENEFITS INC, services	\$604.50
MIDWEST TAPE, media	\$42.48
MISEREZ, C, travel	\$115.00
MULHALL'S, services	\$3,910.46
NEBRASKA BUSINESS ELECTRONICS, services	\$315.50
NEBRASKA CODE OFFICIALS ASSN, services	\$250.00
NMC EXCHANGE LLC, maint.	\$72.46
NOBBIES INC, supplies	\$301.39
NORTHWEST AUTO CARE, maint.	\$10.00
OFFICE DEPOT INC, supplies	\$1,176.88
OMAHA CHILDREN'S MUSEUM, services	\$195.00
OMAHA WORLD-HERALD, services	\$5,907.49
ONE CALL CONCEPTS, services	\$275.40
OPPD, utilities	\$57,060.76
O'REILLY AUTOMOTIVE STORES, maint.	\$68.03
PAPILLION SANITATION, services	\$2,224.01
PAYLESS OFFICE PRODUCTS, supplies	\$299.90
PEPSI COLA CO, supplies	\$256.32
PITNEY BOWES GLOBAL, supplies	\$169.97
PLAINS EQUIPMENT GROUP, maint.	\$659.33
PREMIER-MIDWEST BEVERAGE CO, supplies	\$177.50
QP ACE HARDWARE, bld&grnds	\$1,397.56
QUALITY BRANDS OF OMAHA, supplies	\$434.40
READY MIXED CONCRETE CO, maint.	\$2,134.30
REPUBLIC NATIONAL DISTR CO, supplies	\$68.53
RICHARD ROWLAND, refund	\$12.22
SCHEMMER ASSOCIATES INC, services	\$31.25
SIGN IT, services	\$20.00
SIRCHIE FINGER PRINT LABS, services	\$266.08
SKILL PATH SEMINARS, services	\$230.90

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No. 729 — REFIELD & COMPANY, INC. OMAHA E1810556LD

SPRINT, phones	\$643.30
SUPER SEER CORP, services	\$1,353.80
TED'S MOWER SALES, services	\$178.08
TIELKE'S SANDWICHES, supplies	\$96.67
TOM'S SHOE REPAIR, apparel	\$45.00
TRACTOR SUPPLY, maint.	\$539.88
TRADE WELL PALLET INC, bld&grnds	\$180.00
UNITE PRIVATE NETWORKS LLC, services	\$3,850.00
VERNON COMPANY, services	\$616.70
WHITE CAP CONSTR SUPPLY, apparel	\$21.99
WICK'S STERLING TRUCKS, maint.	\$142.18

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

B. CONSENT AGENDA

- 1. RATIFY AND APPROVE REQUEST FOR PAYMENT – LOGAN SIMPSON – PROFESSIONAL SERVICES – COMPREHENSIVE PLAN UPDATE - \$1,724.43**
- 2. RATIFY AND APPROVE REQUEST FOR PAYMENT – BS&A – PROFESSIONAL SERVICES – FINANCIAL INFORMATION SOFTWARE - \$43,165.00**
- 3. RATIFY AND APPROVE REQUEST FOR PAYMENT – RDG PLANNING DESIGN – PROFESSIONAL SERVICES – THOMPSON CREEK OUTREACH - \$260.96**
- 4. RATIFY AND APPROVE REQUEST FOR PAYMENT – PAPILLION LA VISTA COMMUNITY SCHOOLS – THOMPSON CREEK OUTREACH - \$20,889.56**
- 5. RATIFY AND APPROVE REQUEST FOR PAYMENT – BERRYDUNN – PROFESSIONAL SERVICES – FINANCIAL INFORMATION SOFTWARE SYSTEM SELECTION - \$875.00**
- 6. RATIFY AND APPROVE REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – THOMPSON CREEK PHASE 1 - \$12,978.42**
- 7. RATIFY AND APPROVE REQUEST FOR PAYMENT – ANDERSON EXCAVATING CO. – CONSTRUCTION SERVICES – THOMPSON CREEK CHANNEL REHABILITATION GROUP B – CHANNEL RECONSTRUCTION - \$257,435.89**
- 8. RATIFY AND APPROVE RESOLUTION 16-062 – CHANGE ORDER NO. 1 – CITY PARKING DISTRICT ACCESS IMPROVEMENTS – PORTSIDE PARKWAY**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH MBC CONSTRUCTION CO., INC., OMAHA, NEBRASKA, FOR CHANGES IN STORM SEWER CONSTRUCTION ITEMS AND ADDITION OF STREET LIGHTING CONDUIT REPAIRS IN AN AMOUNT NOT TO EXCEED \$1,137.10.

WHEREAS, the City has determined it is necessary to make changes in storm sewer construction items and the addition of street lighting conduit repairs; and

WHEREAS, the FY16 Capital Fund Budget provides funding for this change order in the amount of \$1,137.10.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with MBC Construction Co., Inc., Omaha Nebraska, for changes in storm sewer construction items and addition of street lighting conduit repairs in an amount not to exceed \$1,137.10.

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

- 9. RATIFY AND APPROVE REQUEST FOR PAYMENT – MBC
CONSTRUCTION – CONSTRUCTION SERVICES – CITY PARKING
DISTRICT ACCESS IMPROVEMENTS - \$117,013.21**
- 10. RATIFY AND APPROVE REQUEST FOR PAYMENT – PAPIO-MISSOURI
RIVER NRD – WATERSHED FEES - \$116,220.90**
- 11. RATIFY AND APPROVE PAYMENT OF CLAIMS.**

529 CSP, payroll	\$50.00
ABE'S PORTABLES INC, services	\$95.00
ACCO UNLIMITED CORP, supplies	\$933.42
ACTION BATTERIES, maint.	\$39.95
ALADDIN SCREEN PRINTING, apparel	\$72.00
ALAMAR UNIFORMS, apparel	\$2,124.91
ANDERSON EXCAVATING COMPANY, services	\$119,173.80
A-RELIEF, services	\$2,070.00
ASPHALT & CONCRETE MATERIALS, maint.	\$447.62
ATLAS AWNING CO INC, services	\$250.00
BAXTER CHRYSLER DODGE JEEP RAM, maint.	\$218.25
BAXTER FORD, maint.	\$56.82
BEACON BUILDING, services	\$1,375.00
BISHOP BUSINESS EQUIPMENT, services	\$1,630.55
BKD LLP, services	\$1,700.00
BLACK HILLS ENERGY, utilities	\$147.82
BOB MARCEAU, refund	\$151.47
BROWN, J., services	\$100.00
CARDMEMBER SERVICE-ELAN, services	\$32.20
CARNAHAN EVANS CANTWELL & BROWN, services	\$75.00
CENTURY LINK BUSN SVCS, phones	\$85.36
CENTURY LINK, phones	\$572.53
CHRIS MADDEN, services	\$1,500.00
CITY OF PAPIILLION, services	\$150,654.00
CIVICPLUS, services	\$14,829.18
CLASS C SOLUTIONS GROUP, maint.	\$282.41
CONSOLIDATED MGMT, services	\$584.16
COX COMMUNICATIONS, services	\$143.00
CREDIT MANAGEMENT SVCS, payroll	\$164.10
CULLIGAN OF OMAHA, bld&grnds	\$47.00
DOUGLAS COUNTY SHERIFF'S OFC, services	\$100.00
ED ROEHR SAFETY PRODUCTS, services	\$395.00
EFTPS, payroll	\$76,023.70
EXPRESS DISTRIBUTION LLC, supplies	\$112.11
FIRST NATIONAL BANK FREMONT, bonds	\$6,601.67
FOCUS PRINTING, services	\$78.75
GALE, books	\$164.18
GARROD, M., travel	\$100.27
GCR TIRES & SERVICE, maint.	\$87.00
GENUINE PARTS CO, maint.	\$2,099.18
GRAYBAR ELECTRIC CO, bid&grnds	\$199.70
GREAT PLAINS UNIFORMS, services	\$2,490.00
H & H CHEVROLET, maint.	\$236.13
HANEY SHOE STORE, apparel	\$150.00
HARTS AUTO SUPPLY, maint.	\$302.80
HOBBY LOBBY STORES, supplies	\$290.15
HOME DEPOT, bld&grnds	\$472.02
HOST COFFEE SERVICE, supplies	\$25.75
ICMA, payroll	\$37,046.52
INFOGROUP, media	\$1,250.00
INGRAM LIBRARY SERVICES, books	\$1,871.57
INLAND TRUCK PARTS, maint.	\$4.02
J Q OFFICE EQUIPMENT, services	\$33.00
JOE PUTJENTER, services	\$1,500.00

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

KEVIN COBLE, services	\$400.00
KRIHA FLUID POWER CO INC, maint.	\$30.77
LANDS' END BUSINESS OUTFITTERS, apparel	\$275.79
LARSEN SUPPLY CO, supplies	\$136.78
LCW PRODUCTIONS, services	\$300.00
LFOP DUES, payroll	\$1,340.00
LISA LAIRD, services	\$335.00
LOU'S SPORTING GOODS, supplies	\$319.25
LOVELAND GRASS PAD, bid&grnds	\$2,523.22
LOWE'S, services	\$1,012.36
MAGIE MC COMBS, services	\$600.00
MASTER MECHANICAL SERVICE INC, bid&grnds	\$93.00
MAX I WALKER UNIFORMS, services	\$569.90
MENARDS-RALSTON, bid&grnds	\$426.12
MESSERLI & KRAMER, payroll	\$285.02
METRO AREA TRANSIT, services	\$403.00
MICHAEL TODD AND CO, maint.	\$635.38
MIDWEST TAPE, media	\$368.30
MILLER PRESS, services	\$135.00
MUD, utilities	\$676.49
MULHALL'S, services	\$2,185.06
NATIONAL RESEARCH CENTER INC, services	\$2,550.00
NE CHILD SUPPORT PYMT CTR, payroll	\$715.08
NE STATE INCOME TAX, payroll	\$11,127.23
NMC EXCHANGE LLC, maint.	\$60.47
NUTS AND BOLTS INC, bid&grnds	\$68.10
OCLC INC, media	\$123.61
OFFICE DEPOT INC, supplies	\$278.08
OMAHA WORLD-HERALD, services	\$1,456.51
OMNIGRAPHICS INC, books	\$163.70
OPPD, utilities	\$51,519.15
O'REILLY AUTOMOTIVE STORES, maint.	\$74.80
PAPILLION SANITATION, services	\$984.34
PITNEY BOWES FIN SVCS, supplies	\$526.71
PLAINS EQUIPMENT GROUP, maint.	\$535.93
POLICE INSURANCE, payroll	\$261.89
PREMIER-MIDWEST BEVERAGE CO, supplies	\$283.90
QP ACE HARDWARE, bid&grnds	\$1,621.28
QUALITY BRANDS OF OMAHA, supplies	\$516.20
RECORDED BOOKS, LLC, media	\$19.99
ROTELLA'S ITALIAN BAKERY, supplies	\$111.74
SCHEMMER ASSOCIATES INC, services	\$1,728.47
SCHOLASTIC LIBRARY PUBLISHING, media	\$614.00
SIGN IT, services	\$255.00
SPRINT, phones	\$643.30
STOLTENBERG NURSERIES, bid&grnds	\$305.00
TED'S MOWER SALES, services	\$2.02
THOMPSON DREESSEN & DORNER, services	\$22,228.58
TIELKE'S SANDWICHES, supplies	\$59.72
TRACTOR SUPPLY CREDIT PLAN, supplies	\$67.98
TRANS UNION RISK, services	\$25.00
UNITE PRIVATE NETWORKS LLC, services	\$3,850.00
UNITED RENT-ALL, services	\$1,569.87
VAN RU CREDIT CORP, payroll	\$11.36
VERNON CO, services	\$812.27
VIERREGGER ELECTRIC CO, bid&grnds	\$120.00

Councilmember Sell made a motion to approve the consent agenda. Seconded by Councilmember Hale. Councilmember Frederick reviewed the bills at an earlier date and had stated everything was in order. Councilmembers voting aye: Sheehan,

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Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Frederick and Ronan. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND STAFF

Community Relations Coordinator Beaumont reminded Council of the Taste of La Vista event coming up on July 30.

Police Chief Lausten reported that 2 La Vista officers went to Dallas for the funeral of the fallen officers.

Fire Chief Bowes gave a mid-year update on the fire and rescue department calls.

C. APPLICATION FOR REZONING – LOTS 1-7, BRENTWOOD CROSSING, LOTS 8B & 8C, BRENTWOOD CROSSING REPLAT NO. 1, LOTS 8A1, 8A3 & 8A4, BRENTWOOD CROSSING REPLAT NO. 2, AND PORTIONS OF TAX LOT 12, 14-12-12 (SE OF 84TH ST. & SUMMER DR.)

1. PUBLIC HEARING

At 6:21 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the application for rezoning in the area South East of 84th Street and Summer Drive. Chris Erickson representing City Ventures gave a presentation of the project on 84th Street stating that they have been working on this for the last 2 years. He showed the proposed layout of the area and talked about the phases of the project including demolition of old buildings and moving Summer Drive and new buildings. He said there are a lot of "moving parts" but the current timeline shows that the first opening would be in the fall of 2018. Councilmember Sheehan asked about the maximum number of stories in any building there and whether there will be diagonal parking. Chris stated that the maximum would be 5 stories and there will be diagonal parking according to the grid on the diagram. Councilmember Quick asked if there would be enough parking if everything is fully built out and occupied. Erickson stated that they believe they have the appropriate number of spaces.

At 6:40 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Frederick and Ronan. Motion carried.

2. ORDINANCE – REZONING

Councilmember Hale introduced Ordinance No. 1286 entitled; AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Hale. The Mayor then stated the question, "Shall Ordinance No. 1286 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Frederick and Ronan. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

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D. RESOLUTION – APPLICATION FOR PRELIMINARY PLAT, LOTS 1-7, BRENTWOOD CROSSING, LOTS 8B & 8C, BRENTWOOD CROSSING REPLAT NO. 1, LOTS 8A1, 8A2, 8A3 & 8A4, BRENTWOOD CROSSING REPLAT NO. 2, AND PORTIONS OF TAX LOT 12, 14-12-12; AND WAIVER OF SECTION 4.24, SUBDIVISION REGULATIONS (SE OF 84TH ST. & SUMMER DR.)*

Councilmember Quick introduced and moved for the adoption of Resolution No.18-071; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE PRELIMINARY PLAT FOR LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B & 8C, BRENTWOOD CROSSING REPLAT NO.1, LOTS 8A1, 8A2, 8A3 & 8A4, BRENTWOOD CROSSING REPLAT NO. 2, AND PORTIONS OF TAX LOT 12, 14-12-12, TO BE REPLATTED AS LOTS 1 THRU 17 AND OUTLOTS A THRU C, LA VISTA CITY CENTRE, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, La Vista City Centre LLC, on behalf of the owners of the above described piece of property, have made application for approval of a preliminary plat for Lots 1 thru 7, Brentwood Crossing, Lots 8B and 8C, Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3 and 8A4, Brentwood Crossing Replat No. 2, and portions of Tax Lot 12, 14-12-12; and

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

WHEREAS, on June 2, 2016, the La Vista Planning Commission reviewed the preliminary plat and recommended approval subject to the following conditions:

1. Approval of the waiver of Section 4.24 of the Subdivision Regulations.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the preliminary plat for Lots 1 thru 7, Brentwood Crossing, Lots 8B & 8C, Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3 and 8A4, Brentwood Crossing Replat No. 2, and portions of Tax Lot 12, 14-12-12, to be replatted as Lots 1 thru 17 and Outlots A thru C, La Vista City Centre, a subdivision located in the southwest quarter of Section 14, Township 15 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southeast of 84th Street and Summer Drive, be, and hereby is, approved.

BE IT FURTHER RESOLVED that a waiver of Section 4.24 of the Subdivision Regulations, regarding the minimum centerline radius of a local street, be granted.

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

E. RESOLUTION – PROPOSED REDEVELOPMENT PROJECTS FOR THE 84TH STREET REDEVELOPMENT AREA*

Councilmember Hale introduced and moved for the adoption of Resolution No.18-072; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA REGARDING REDEVELOPMENT PROJECTS IN THE 84TH STREET REDEVELOPMENT AREA

WHEREAS, the City Council on July 16, 2013 approved a Redevelopment Plan for the 84th Street Redevelopment Area ("Redevelopment Plan"); and

WHEREAS, amendments to the Redevelopment Plan and City comprehensive development plan are being prepared for anticipated redevelopment projects involving areas on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, and Brentwood Crossing ("Amendments").

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NOW THEREFORE, BE IT RESOLVED that the governing body of the City hereby finds, determines, and approves as follows:

1. The recitals above are incorporated into this resolution by reference.
2. Redevelopment projects within the 84th Street Redevelopment Area and involving the City of La Vista ("City") and La Vista Community Development Agency ("Agency") are proposed for areas on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, and Brentwood Crossing (in the vicinity of 84th and Brentwood Drive), with City or Agency involvement in the projects proposed to include without limitation, acquisition, construction, or improvement of public streets, offstreet parking facilities, or recreational or other public areas; demolition, removal, or disposal of existing buildings or improvements; relocation of existing utilities or businesses; grading or other preparation of the site; acquisition of all rights, and taking all actions, necessary or appropriate to perform the projects or work; and required funding ("Projects"). The engineer's preliminary estimate of costs of such multi-year Projects is \$54.1 million, with first phase costs in the initial years estimated at \$28.1 million for City or Agency work on the Brentwood Crossing site, and \$8.0 million for City or Agency work on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, or otherwise not on the Brentwood Crossing site. Allocation of performance or costs as between City and Agency shall be determined; initial estimates provide for allocation of performance as 90% City and 10% Agency.
3. The Projects are approved, subject to adoption of the Amendments, definitive documents, agreements, and instruments in form and content satisfactory to the City Administrator, and satisfaction of any other applicable requirements of the Community Development Law or other applicable laws.
4. The Projects as described in this resolution are subject to limited referendum for a period of thirty days after the first publication of such notice for such Projects and, after such thirty-day period, the Projects and measures related to them will not be subject to any further right of referendum.

BE IT FURTHER RESOLVED, that the Mayor, City Administrator, City Clerk, or his or her designee is authorized to take such further actions as he or she determines necessary or appropriate to carry out the actions approved herein, including without limitation providing any notices.

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

F. RESOLUTION - PROPOSED REDEVELOPMENT PROJECTS FOR THE 84TH STREET REDEVELOPMENT AREA (ACTION ON THIS ITEM WILL BE TAKEN BY THE COMMUNITY DEVELOPMENT AGENCY)*

Mayor Kindig stated that action on this item will be taken by the Community Development Agency. Councilmember Thomas introduced and moved for the adoption of Resolution No.16-073; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, REGARDING REDEVELOPMENT PROJECTS IN THE 84TH STREET REDEVELOPMENT AREA

WHEREAS, the La Vista Community Development Agency ("Agency") consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and

WHEREAS, the City Council on July 16, 2013 approved a Redevelopment Plan for the 84th Street Redevelopment Area ("Redevelopment Plan"); and

WHEREAS, amendments to the Redevelopment Plan and City comprehensive development plan are being prepared for anticipated redevelopment

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projects involving areas on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, and Brentwood Crossing ("Amendments")

NOW THEREFORE, BE IT RESOLVED that La Vista Community Development Agency hereby finds, determines, and approves as follows:

1. The recitals above are incorporated into this resolution by reference.
2. Redevelopment projects within the 84th Street Redevelopment Area and involving the City of La Vista ("City") and La Vista Community Development Agency ("Agency") are proposed for areas on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, and Brentwood Crossing (in the vicinity of 84th and Brentwood Drive), with City or Agency involvement in the projects proposed to include without limitation, acquisition, construction, or improvement of public streets, offstreet parking facilities, or recreational or other public areas; demolition, removal, or disposal of existing buildings or improvements; relocation of existing utilities or businesses; grading or other preparation of the site; acquisition of all rights, and taking all actions, necessary or appropriate to perform the projects or work; and required funding ("Projects"). The engineer's preliminary estimate of costs of such multi-year Projects is \$54.1 million, with first phase costs in the initial years estimated at \$28.1 million for City or Agency work on the Brentwood Crossing site, and \$8.0 million for City or Agency work on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, or otherwise not on the Brentwood Crossing site. Allocation of performance or costs as between City and Agency shall be determined; initial estimates provide for allocation of performance as 90% City and 10% Agency.
3. The Projects are approved, subject to adoption of the Amendments, definitive documents, agreements, and instruments in form and content satisfactory to the City Administrator, and satisfaction of any other applicable requirements of the Community Development Law or other applicable laws.
4. The Projects as described in this resolution are subject to limited referendum for a period of thirty days after the first publication of such notice for such Projects and, after such thirty-day period, the Projects and measures related to them will not be subject to any further right of referendum.

BE IT FURTHER RESOLVED, that the Mayor, City Administrator, City Clerk, or his or her designee, on behalf of the Agency, is authorized to take such further actions as he or she determines necessary or appropriate to carry out the actions approved herein, including without limitation providing any notices.

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

G. ORDINANCE – PROPERTY CONVEYANCE – PORTIONS OF GOLF COURSE*

Councilmember Hale introduced Ordinance No. 1287 entitled; AN ORDINANCE DIRECTING CONVEYANCE OF REAL ESTATE IN THE VICINITY OF SOUTHWESTERN AREAS OF LA VISTA FALLS GOLF COURSE, BEING A PART OF TAX LOT 12 LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND THE MANNER AND TERMS THEREOF; AND TO PROVIDE FOR AN EFFECTIVE DATE HEREOF.

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

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Said ordinance was then read by title and thereafter Councilmember Sell moved for final passage of the ordinance which motion was seconded by Councilmember Thomas. Three members of the public addressed Mayor and Council in favor of keeping the golf course. The Mayor then stated the question, "Shall Ordinance No. 1287 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Frederick and Ronan. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

H. RESOLUTION - REDEVELOPMENT CONTRACT PROPOSAL FOR THE 84TH STREET REDEVELOPMENT AREA (ACTION ON THIS ITEM WILL BE TAKEN BY THE COMMUNITY DEVELOPMENT AGENCY)*

Mayor Kindig stated that action on this item will be taken by the Community Development Agency. Councilmember Hale introduced and moved for the adoption of Resolution No.16-074; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, REGARDING REDEVELOPMENT CONTRACT PROPOSAL

WHEREAS, the La Vista Community Development Agency ("Agency") consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and the City Council approved a Redevelopment Plan for the 84th Street Redevelopment Area ("Redevelopment Plan"); and

WHEREAS, amendments to the Redevelopment Plan and City comprehensive development plan are being prepared for anticipated redevelopment projects involving areas on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, and Brentwood Crossing (in the vicinity of 84th and Brentwood Drive) ("Amendments"); and

WHEREAS redevelopment and subdivision agreements are proposed for such areas and redevelopment projects with La Vista City Centre, LLC in preliminary form and content ("Agreements"). Notice inviting redevelopment contract proposals was published.

NOW THEREFORE, BE IT RESOLVED that the La Vista Community Development Agency hereby finds, determines, and approves as follows:

1. The recitals above are incorporated into this resolution by reference.
2. An authority under the Community Development Law may accept redevelopment contract proposals as it deems to be in the public interest and in furtherance of the Community Development Law if the authority has, not less than thirty days prior thereto, notified the governing body in writing of its intention to accept such redevelopment contract proposals.
3. Agency desires to notify the governing body of its intent to accept the Agreements, subject to (a) any additions, subtractions or modifications to the Agreements as the City Administrator determines necessary or appropriate, and final Agreements in satisfactory final form and content; (b) adoption of the Amendments, definitive documents, agreements, and instruments in form and content satisfactory to the City Administrator, and satisfaction of any other applicable requirements of the Community Development Law or other applicable laws; (c) any additional consideration or analysis as the City Administrator determines necessary or appropriate to confirm financial or legal ability of redevelopers under the Agreements to carry out their proposals or otherwise; and (d) actual acceptance of the Agreements ("Applicable Conditions").
4. The City Clerk, immediately upon passage and approval of this resolution, shall file and maintain a copy of it with the official records of the City, and such filing shall constitute notification to the governing

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body of the Agency's intention to accept such Agreements and redevelopment contract proposals, subject to satisfaction of the Applicable Conditions.

BE IT FURTHER RESOLVED that the Mayor, City Administrator, City Clerk, or his or her designee, on behalf of the Agency, is authorized to take such further actions as he or she determines necessary or appropriate to carry out the actions approved herein.

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

Mayor Kindig stated that motions for items I through L will be to Ratify and Approve.

I. RESOLUTION - BID AWARD - STREET IMPROVEMENTS - INTERSECTION MODIFICATIONS*

Councilmember Hale introduced and moved to ratify and adopt Resolution No.16-067; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO NL & L CONCRETE, INC., OMAHA NEBRASKA FOR CONSTRUCTION OF THE CITY PARKING DISTRICT ACCESS IMPROVEMENTS - INTERSECTION MODIFICATIONS IN AN AMOUNT NOT TO EXCEED \$102,289.75.

WHEREAS, the City Council of the City of La Vista has determined that construction of the city parking district access improvements - intersection modifications is necessary; and

WHEREAS, the FY 16 Capital Fund Budget provides funding for this project; and

WHEREAS, Bids were received from two contractors, and

WHEREAS NL & L Concrete, Inc., Omaha Nebraska, 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 award a contract to NL & L Concrete, Inc., Omaha Nebraska for construction of the city parking district access improvements - intersection modifications, in an amount not to exceed \$102,289.75.

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

J. RESOLUTION - ENGINEERING CONSULTING SERVICES FOR SITE PREPARATION - 84TH STREET REDEVELOPMENT AREA (ACTION ON THIS ITEM WILL BE TAKEN BY THE COMMUNITY DEVELOPMENT AGENCY)*

Mayor Kindig stated that action on this item will be taken by the Community Development Agency. Councilmember Sell introduced and moved to ratify and adopt Resolution No.16-068; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE DESIGN PHASE AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE PROPOSED DEMOLITION AND SITE PREPARATION OR RELATED WORK - INITIAL REDEVELOPMENT PROJECT 84TH STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$180,000.

WHEREAS, the Community Development Agency ("Agency") consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and

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WHEREAS, The City Council, upon recommendation of the Agency and Planning Commission, on July 16, 2013 approved a Redevelopment Plan for the 84th Street Redevelopment Area, which included an Initial Redevelopment Project and demolition, clearance, preparation, improvement, or disposal of the Initial Redevelopment Project Area or improvements thereon to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan ("Demolition and Site Preparation"); and

WHEREAS, the City Council acting as the La Vista Community Development Agency desires to approve and enter into a professional services agreement with Olson Associates to provide design phase and construction phase engineering services.

NOW THEREFORE, BE IT RESOLVED that the City Council acting as the La Vista Community Development Agency hereby approves the Agreement presented with this Resolution.

BE IT FURTHER RESOLVED that the City Administrator on behalf of the Agency, is authorized to execute the Agreement; and the City Administrator or her designee, to include the City Engineer, is authorized to take such further actions as she or he determines necessary or appropriate to carry out the actions approved herein.

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

K. RESOLUTION - CHANGE ORDER NO. 3 - THOMPSON CREEK CHANNEL REHABILITATION - GROUP B CHANNEL RECONSTRUCTION*

Councilmember Sell introduced and moved to ratify and adopt Resolution No.16-069; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH ANDERSON EXCAVATING COMPANY, OMAHA, NEBRASKA, TO PROVIDE FOR CHANGES TO VARIOUS WORK ITEMS IN THE THOMPSON CREEK CHANNEL REHABILITATION - GROUP B CHANNEL RECONSTRUCTION CONTRACT IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$62,882.67.

WHEREAS, the City has determined it is necessary to address increases in some quantities of work, additional work to address high groundwater conditions, utility conflicts, and sidewalk repairs; and

WHEREAS, this change order increases the contract price from \$1,326,880.41 to \$1,389,763.08; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order with Anderson Excavating Company, Omaha, Nebraska to provide for changes to various work items in the Thompson Creek Channel Rehabilitation - Group B Channel Reconstruction Contract in an additional amount not to exceed \$62,882.67

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

L. RESOLUTION - AWARD BID - UNDERGROUND STORAGE TANK REMOVAL*

Councilmember Hale introduced and moved to ratify and adopt Resolution No.16-070; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDEING A CONTRACT TO MORRIS EXCAVATING, COUNCIL BLUFFS, IOWA FOR REMOVAL OF THREE (3) UNDERGROUND STORAGE TANKS AT THE PUBLIC WORKS FACILITY IN AN AMOUNT NOT TO EXCEED \$13,525.

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- WHEREAS, the City Council of the City of La Vista has determined that the removal of three (3) underground storage tanks at the Public Works facility is necessary; and
- WHEREAS, the FY 16 Street Operating Budget provides funding for this project; and
- WHEREAS, Bids were received from three contractors, and
- WHEREAS Morris Excavating, Council Bluffs, Iowa, 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 award a contract to Morris Excavating, Council Bluffs, Iowa for removal of three (3) underground storage tanks at the Public Works facility, in an amount not to exceed \$13,525.

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

M. ORDINANCE – AUTHORIZE THE ISSUANCE OF NOT TO EXCEED \$11,250,000 OF BOND ANTICIPATION NOTES TO PROVIDE INTERIM FINANCING FOR PUBLIC INFRASTRUCTURE PROJECTS (AS DEFINED IN THE LOCAL OPTION REVENUE ACT) WITHIN THE 84TH STREET REDEVELOPMENT AREA.

Councilmember Sell introduced Ordinance No. 1288 entitled; AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES, SERIES 2016, OF THE CITY OF LA VISTA, NEBRASKA, OF THE PRINCIPAL AMOUNT OF NOT TO EXCEED ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$11,250,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR PUBLIC INFRASTRUCTURE PROJECTS WITHIN THE 84TH STREET REDEVELOPMENT AREA PENDING THE ISSUANCE OF PERMANENT PROPERTY TAX SUPPORTED SALES TAX REVENUE BONDS; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE PROPERTY TAX SUPPORTED SALES TAX REVENUE BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; AND ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID NOTES.

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

Said ordinance was then read by title and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Quick. A member of the public addressed Mayor and Council with regard to the financing of the project. The Mayor then stated the question, "Shall Ordinance No. 1288 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Frederick and Ronan. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

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No. 729 — REFIELD & COMPANY, INC., OMAHA, E131056LD

N. RESOLUTION – APPROVAL – SATELLITE KENO LOCATION

Councilmember Sell introduced and moved for the adoption of Resolution No.16-075; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A SATELLITE KENO LOCATION FOR THE CITY'S KENO LOTTERY GAME AT WILDKAT RESTAURANTS, INC. D/B/A J-BIRDS FOODS & SPIRITS, 9723 & 9725 GILES ROAD LA VISTA NEBRASKA EFFECTIVE UPON RECEIPT OF THE KENO LICENSE FROM STATE.

WHEREAS, the current Keno Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc., dated August 8, 2008, and assigned and assumed to and by LVK Holdings LLC on April 5, 2016 requires LVK Holdings LLC to obtain prior written consent of the City to establish a satellite location; and further that the satellite location shall comply with such qualification standards as adopted by the City pursuant to Nebraska Statutes, Section 9-642.01, governing lottery sales outlet locations, and such other terms and conditions determined necessary or advisable; and

WHEREAS, the City of La Vista, by Ordinance No. 1073, set forth qualification standards for Keno Lottery Sales Outlet Locations, which includes satellite locations ("Ordinance"); and

WHEREAS, LVK Holdings LLC has proposed a satellite location for the City's keno lottery game at Wildkat Restaurants, Inc. dba J-Birds Foods & Spirits, located at 9723 & 9725 Giles Road, La Vista, Nebraska pursuant to a Satellite Agreement between said parties dated June 9, 2016, a copy of which has been presented at this meeting ("Satellite Agreement"); and

WHEREAS, the requirements of the Lottery Operator Agreement and other Keno Requirements as defined in the Ordinance are incorporated into the Satellite Agreement pursuant to said Ordinance; and

WHEREAS, the City Clerk has determined that the standards for the Keno Lottery Sales Outlet Location at J-Birds Foods & Spirits, located at 9723 & 9725 Giles Road, La Vista NE, have been met.

NOW, THEREFORE, BE IT RESOLVED: that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize and approve a satellite keno location for the City's keno lottery game at J-Birds Foods & Spirits, located at 9723 & 9725 Giles Road, La Vista NE, and further approve the owner and operator thereof, Wildkat Restaurants, effective upon receipt of the keno license from that State and subject to the following:

- a. Submittal of all Exhibits to the Satellite Agreement in form and content satisfactory to the City;
- b. Any change of ownership or control of the satellite, Wildkat Restaurants, or any stock of Wildkat Restaurants, shall require prior written approval of the City of La Vista;
- c. The satellite, Wildkat Restaurants and stockholders of Wildkat Restaurants shall be bound by the Lottery Operator Agreement between the City of La Vista and LVK Holdings LLC and owe to LVK Holdings LLC all responsibilities and obligations which LVK Holdings LLC and its owner by said Lottery Operator Agreement, as secured, owe to the City of La Vista. The City of La Vista shall be a beneficiary entitled to enforce such responsibilities and obligations of the satellite, Wildkat Restaurants and its stockholders;
- d. City of La Vista shall have access at any time to the satellite location and keno-related funds, documents and records in the possession or control of the satellite owner or operator;
- e. City of La Vista shall be named as an additional named insured on any insurance required of the satellite owner or operator by the Satellite Agreement;

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No. 729 — REDFIELD & COMPANY, INC. OMAHA E1910556LD

- f. City of La Vista, as owner of the La Vista keno game, retains authority over use of the term "La Vista keno"; and all uses of said term shall be subject to review and approval of the City and cease upon termination of the Satellite Agreement;
- g. Funds of the La Vista keno game handled by the satellite shall be the sole and exclusive property and held in trust for the benefit of the City of La Vista until properly paid in accordance with the Lottery Operator Agreement or Satellite Agreement; and
- h. Ongoing satisfaction by the satellite owner and operator of the Satellite Agreement and this Resolution, as well as the Lottery Operator Agreement, Ordinance and other Keno Requirements, as defined in said Ordinance.

BE IT FURTHER RESOLVED that, in addition to devices for satellite keno, the following gambling devices are hereby authorized at the satellite premises pursuant to Section 2(H) of the Ordinance: pickle card device.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign such documents, including, but not limited to, Nebraska Department of Revenue Form(s) 50G, and take such further actions as necessary or appropriate to carry out the actions approved herein.

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

O. CONDITIONAL USE PERMIT – STEPPER-ETTE STUDIOS, INC. – LOT 8, HARRISON HILLS (NE of 118th & Peel Circle)

1. PUBLIC HEARING

At 7:10 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the application for a Conditional Use Permit for Stepper-ette Studios, Inc. – Lot 8, Harrison Hills (NE of 118th & Peel Circle). Kyle Haase representing the applicant gave a presentation.

At 7:14 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Frederick and Ronan. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No.16-076; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR STEPPER-ETTE STUDIOS, INC., TO ALLOW FOR AN INDOOR RECREATIONAL FACILITY ON LOT 8, HARRISON HILLS.

WHEREAS, Stepper-Ette Studios, Inc., on behalf of the property owner, Harrison I-80, LLC, has applied for a Conditional Use Permit for to allow for an indoor recreation facility on Lot 8, Harrison Hills, located northeast of 118th Street and Peel Circle; 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,

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 Stepper-Ette Studios, Inc., to allow for an indoor recreation facility on Lot 8, Harrison Hills.

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

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

P. RESOLUTION – APPLICATION FOR FINAL PLAT, LOTS 1-7, BRENTWOOD CROSSING, LOTS 8B & 8C, BRENTWOOD CROSSING REPLAT NO. 1, LOTS 8A1, 8A2, 8A3 & 8A4, BRENTWOOD CROSSING REPLAT NO. 2, AND PORTIONS OF TAX LOT 12, 14-14-12 (SE OF 84TH & SUMMER DRIVE)

Councilmember Hale introduced and moved for the adoption of Resolution No.16-077; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B & 8C, BRENTWOOD CROSSING REPLAT NO.1, LOTS 8A1, 8A2, 8A3 & 8A4, BRENTWOOD CROSSING REPLAT NO. 2, AND PORTIONS OF TAX LOT 12, 14-14-12, TO BE REPLATTED AS LOTS 1 THRU 17 AND OUTLOTS A THRU C, LA VISTA CITY CENTRE, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, La Vista City Centre LLC, on behalf of the owners of the above described piece of property, have made application for approval of a final plat for Lots 1 thru 7, Brentwood Crossing, Lots 8B and 8C, Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3 and 8A4, Brentwood Crossing Replat No. 2, and portions of Tax Lot 12, 14-14-12; and

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

WHEREAS, on June 16, 2016, the La Vista Planning Commission reviewed the final plat and recommended approval subject to the following conditions:

1. Approval of the waiver of Section 4.24 of the Subdivision Regulations;
2. City Council approval of the conditional rezoning; and
3. All items noted in the staff report under Review Comments.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final plat for Lots 1 thru 7, Brentwood Crossing, Lots 8B & 8C, Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3 and 8A4, Brentwood Crossing Replat No. 2, and portions of Tax Lot 12, 14-14-12, to be replatted as Lots 1 thru 17 and Outlots A thru C, La Vista City Centre, a subdivision located in the southwest quarter of Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southeast of 84th Street and Summer Drive, be, and hereby is, approved, subject to completion of all items noted in the staff report under Review Comments.

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

Q. RESOLUTION – AUTHORIZE PURCHASE – METAL LATHE

Councilmember Hale introduced and moved for the adoption of Resolution No.16-078; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) ENCO 1236VUE METAL LATHE FROM MSC INDUSTRIAL DIRECT FOR AN AMOUNT NOT TO EXCEED \$5,585.38.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a metal lathe for the Streets Division is necessary, and

WHEREAS, the FY 16 Street Operating Budget provides funding for the proposed purchase, 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 authorize the purchase of one (1) Enco 1236VUE

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Metal Lathe from MSC Industrial Direct for an amount not to exceed \$5,585.38.

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

R. RESOLUTION – AUTHORIZE DISPOSAL OF SURPLUS EQUIPMENT

Councilmember Sell introduced and moved for the adoption of Resolution No.16-079; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, City Staff has recognized 55 pieces of equipment and vehicles located at the Public Works Facility to be surplus; and

WHEREAS, the City Administrator and Director of Public Works recommend that the above mentioned items be declared surplus and sold.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that 55 pieces of equipment and vehicles located at the Public Works Facility be declared surplus property and sold.

AND BE IT FURTHER RESOLVED that the General fund will receive the revenue from the sale.

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

S. RESOLUTION – PROCURE AND PURCHASE PROFESSIONAL SERVICES

Councilmember Hale introduced and moved for the adoption of Resolution No.16-080; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA FOR PROCUREMENT AND PURCHASE OF PROFESSIONAL SERVICES

WHEREAS, the City desires to ratify and approve the procurement and purchase of professional services.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby ratify and approve the procurement and purchase of professional services as follows:

1. Scott Goldstein, as bankruptcy counsel and member of the Spencer Fane, LLP law firm, Kansas City, MO, to represent the City in the bankruptcy actions filed by affiliated entities of John Q. Hammons, as specified or approved from time to time by the Mayor, City Council, City Administrator or his, their, or her designee.
2. John Mullen, as member of the John P. Mullen, P.C., LLO, law firm, Omaha, NE, with respect to special projects as specified or approved from time to time by the Mayor, City Council, City Administrator or his, their, or her designee.

FURTHER RESOLVED, that the Mayor, City Administrator, or his or her designee shall be authorized to take all further actions on behalf of the City to carry out the actions approved herein, including without limitation entering or executing any agreement, document or instrument.

Seconded by Councilmember Sell. Discussion was held regarding costs of these services. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Frederick and Ronan. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

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No. 729 — REDFIELD & COMPANY, INC. OMAHA E1S10588LD

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sell stated that he had been contacted by a citizen about the length and duration of fireworks discharge. Council agreed that this should be placed on the August 2 agenda as a discussion item. Staff will prepare information for this item.

At 7:26 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Frederick and Ronan. Motion carried.

PASSED AND APPROVED THIS 2ND DAY OF AUGUST, 2016

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

MINUTE RECORD

A-3

No. 729 - REFIELD & COMPANY, INC. OMAHA E1310556LD

LA VISTA CITY COUNCIL MEETING BUDGET WORKSHOP JULY 18, 2016

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on July 18, 2016. Present were Mayor Kindig and Councilmembers, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Absent: Frederick and Ronan. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Police Chief Lausten, Director of Public Works Soucie, Director of Administrative Services Pokorny, Finance Director Miserez, Community Development Director Birch, Recreation Director Stopak, City Clerk Buethe, Human Resources Manager Garrod, Police Captain Barcal, Police Captain Kinsey, Chief Building Official Sinnott, Assistant Public Works Director/City Engineer Kottmann, Building Technician Siebels, Sports Complex Foreman Thornburg, Sewer Foreman Foster, Assistant Recreation Director Karlson, Assistant Library Director Norton, Golf Course Services Manager Dinan, Community Relations Coordinator Beaumont, and Assistant to the City Administrator Calentine.

A notice of the meeting was given in advance thereof by publication in the Times on July 6, 2016. 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.

I. CALL TO ORDER

Mayor Kindig called the meeting to order.

II. PLEDGE OF ALLEGIANCE

Mayor Kindig led the audience in the pledge of allegiance.

III. ANNOUNCEMENT OF LOCATION OF POSTED OPEN MEETINGS ACT

Mayor Kindig made an announcement of the location of the posted copy of the Open Meetings Act for public reference.

IV. PROPOSED BIENNIAL BUDGET - GUNN/MISEREZ

City Administrator Gunn gave an overview of the Biennial Budget and how this process would work. Councilmember Crawford asked if they would adopt the budget next year with the same valuation as this year. Gunn stated that the budget would be amended next year to reflect the new valuation.

Finance Director Miserez gave an overview of the process of the state to determine the 2 year budget.

V. BUDGET OVERVIEW - GUNN

City Administrator Gunn gave an overview of the budget.

Gunn stated that the city has a strong local economy which continues to create an increase in revenues primarily attributed to increases in Sales & Use Tax and Permits & Licenses.

Gunn stated the FY16 and FY17 recommended budgets maintain a constant .55 cent property tax levy and maintains appropriate reserve levels in both the general and reserve funds.

Gunn stated that budgeting for sales and use tax revenue continues to be challenging as a result of the lack of transparency in the State of Nebraska's economic development incentive refund programs. The FY17 budget anticipates \$1,656,095 in refunds and \$1,200,000 in refunds in FY 18. The City has been setting funds aside in reserve in anticipation of these refunds.

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No. 729 — REHELD & COMPANY, INC. OMAHA E1310568LD

Gunn stated the hotel occupancy tax revenue for FY 17 and FY 18 is expected to continue to increase as a result of new hotels and activity in the City.

Gunn stated that the Golf course will be closing at the end of FY16 so some of the costs of personnel and maintenance will be in the General Fund moving forward.

Gunn addressed Council regarding the assumptions included in the budget forecast. Miserez went over the revenues and how the revenue numbers were reached and what growth factors were used.

VI. GENERAL FUND BUDGET PRESENTATIONS

Gunn gave an overview of the General Fund. In addition to comments made regarding the overall budget, Gunn stated that Personnel is over 50% of the General Fund Budget and staffing will continue to be analyzed moving forward. Gunn stated that we are beginning to work on catching up our capital equipment after many years of holding off buying equipment. A reserve is also being established for facility maintenance.

Miserez stated that property and sales tax make up nearly 70% of the General Fund revenue. Growth in salaries is proposed at 3% in FY17 and 3.75% in FY18. A growth rate of 6% is built in for benefits. Expense growth is 7% in FY17 and 4.7% in FY18. Some Golf Fund expenditures are now reflected in the FY17 General Fund.

City Clerk Buethe gave an overview of the functions of the Administrative Services Department, FY 16 accomplishments and FY 17 & FY 18 objectives and major budget items including the ERP system and the Record's Management system. Councilmember Hale asked for examples of items that would be paid out of the line item 0505. Buethe stated she would have some examples put together to bring back to the meeting on the 19th.

Human Resources Manager Garrod gave an overview of the functions of the Mayor and City Council, FY 16 accomplishments and FY 17 & FY 18 objectives. Discussion was held and Garrod will bring information back on the last time the salaries were increased and the amount.

Garrod gave an overview of the functions of the Boards and Commissions, FY 16 accomplishments and FY 17 & FY 18 objectives.

Building Technician Siebels gave an overview of the functions of the Building Maintenance Division, FY 16 accomplishments and FY 17 & FY 18 objectives.

Assistant City Administrator Ramirez gave an overview of the functions of the Administration Department, FY 16 accomplishments and FY 17 & FY 18 objectives.

Human Resources Manager Garrod gave an overview of the functions of the Human Resources Department, FY 16 accomplishments and FY 17 & FY 18 objectives.

Police Captain Kinsey gave an overview of the functions of the Police Department, FY 16 accomplishments and FY 17 & FY 18 objectives. Kinsey was asked to bring back numbers on hiring another officer over paying overtime.

Kinsey reviewed the budget for animal control services stating that the cost is based on the population and CPI.

Police Chief Lausten reviewed the Fire Department's budget with Council. Lausten stated that Papillion will be adding 3 more firefighters in January of 2017 with grant money.

At 7:55 Councilmember Crawford motioned for a short break, seconded by Councilmember Thomas. Councilmembers voting aye: All. Nay: None. Absent: Ronan and Frederick. Motion Carried.

At 8:07 the Council reconvened.

Chief Building Official Sinnott and City Planner Chris Soiberg gave an overview of the functions of the Community Development Department, FY 16 accomplishments and FY 17 & FY 18 objectives.

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

Director of Public Works Soucie gave an overview of the functions of the Street Administration Division, FY 16 accomplishments and FY 17 & FY 18 objectives.

Director of Public Works Soucie gave an overview of the functions of the Street Operating Division, FY 16 accomplishments and FY 17 & FY 18 objectives.

Park Superintendent Lukasiewicz gave an overview of the functions of the Parks Division, FY 16 accomplishments and FY 17 & FY 18 objectives.

Sports Complex Foreman Thornburg gave an overview of the functions of the Sports Complex Division, FY 16 accomplishments and FY 17 & FY 18 objectives.

Assistant Recreation Director Karlson gave an overview of the functions of the Recreation Department and the Pool, FY 16 accomplishments and FY 17 & FY 18 objectives.

Recreation Director Stopak gave an overview of the functions of the Senior Bus Service, FY 16 accomplishments and FY 17 & FY 18 objectives.

Library Director Barcal gave an overview of the functions of the Library, FY 16 accomplishments and FY 17 & FY 18 objectives.

Director of Administrative Services Pokorny gave an overview of the functions of the Information Technology Division, FY 16 accomplishments and FY 17 & FY 18 objectives.

Recreation Director Stopak reviewed the Public Transportation budget with Council.

VII. GENERAL FUND CAPITAL EXPENDITURES – MISEREZ/MANAGING DIRECTORS

Finance Director Miserez gave an overview of the Capital Fund Expenditures and Soucie answered questions regarding equipment purchases.

VII. OTHER FUND BUDGET PRESENTATIONS

Sewer Fund

Sewer Foreman Foster gave an overview of the functions of the Sewer Division, FY 16 accomplishments and FY 17 & FY 18 objectives.

Debt Service Fund

Finance Director Miserez reviewed the Debt Service budget with the Council.

Capital Improvement Program

Assistant to the City Administrator Calentine reviewed the Capital Improvement program with the Council.

Lottery Fund

Director of Administrative Service Pokorny reviewed the Lottery budget with the Council.

Economic Development Fund

Assistant City Administrator Ramirez reviewed the Economic Development Fund budget with the Council.

Off-Street Parking Fund

Director of Public Works Soucie reviewed the Off Street Parking budget with Council

Redevelopment Fund

City Administrator Gunn reviewed the Redevelopment fund with the Council.

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July 18, 2016 Budget Workshop

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310558LD

VIII. MASTER FEE SCHEDULE – MISEREZ

Finance Director Miserez gave an overview of proposed changes to the master fee schedule

IX. COMMENTS FROM THE FLOOR

There were no comments from the floor.

X. COMMENTS FROM MAYOR AND COUNCIL

Mayor thanked staff for their work on the budget.

XI. ADJOURNMENT

At 10:05 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Absent: Frederick and Ronan. Motion carried.

PASSED AND APPROVED THIS 2ND DAY OF AUGUST, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

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MINUTE RECORD

A-4

No. 729 — REELED & COMPANY, INC. OMAHA E1810556LD

LA VISTA CITY COUNCIL MEETING BUDGET WORKSHOP July 19, 2016

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session immediately following the City Council meeting at 7:30 p.m. on July 19, 2016. Present were Mayor Kindig and Councilmembers, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Absent: Frederick and Ronan. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Police Chief Lausten, Director of Public Works Soucie, Director of Administrative Services Pokorny, Finance Director Miserez, Community Development Director Birch, Recreation Director Stopak, City Clerk Buethe, Human Resources Manager Garrod, Police Captain Barcal, Police Captain Kinsey, Chief Building Official Sinnett, Assistant Public Works Director/City Engineer Kottmann, Building Technician Siebels, Sports Complex Foreman Thornburg, Sewer Foreman Foster, Assistant Recreation Director Karlson, Assistant Library Director Norton, Golf Course Services Manager Dinan, Community Relations Coordinator Beaumont, and Assistant to the City Administrator Calentine.

A notice of the meeting was given in advance thereof by publication in the Times on July 6, 2016. 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.

I. CALL TO ORDER

Mayor Kindig called the meeting to order.

II. FOLLOW UP FROM JULY 18 BUDGET WORKSHOP

Director of Administrative Services Pokorny answered questions which had been asked by Councilmembers at the Workshop on July 18. Questions included examples of 505 line items, last salary increase for the Mayor and City Council, the formula for the SCEDC, language in HR line items 311 and 313, breakdown of Police overtime expenditures, costs of spraying in-house.

III. COMMENTS FROM THE FLOOR

There were no comments from the floor.

IV. COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and City Council.

V. ADJOURNMENT

At 8:00 p.m. Councilmember Hale made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Absent: Frederick and Ronan. Motion carried.

PASSED AND APPROVED THIS 2ND DAY OF AUGUST, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

MINUTE RECORD

July 19, 2016 Budget Workshop

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1810568LD

ATTEST:

Pamela A. Buethe, CMC
City Clerk



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

A-5

COPY

PLANNING COMMISSION MINUTES
JULY 21, 2016-7:00 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, July 21st, in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Gayle Malmquist called the meeting to order at 7:00 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, John Gahan, Tom Miller, Jackie Hill, and Jason Dale. Members absent were: Harold Sargus, Kevin Wetuski, Kathleen Alexander, and Mike Circo. Also in attendance were Chris Solberg, City Planner; Meghan Engberg, Permit Technician; Ann Birch, Community Development Director; John Kottmann, City Engineer; and Tom McKeon, City Attorney.

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

1. **Call to Order**

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

2. **Approval of Meeting Minutes – June 16, 2016**

Miller moved, seconded by *Hill* to approve the June 16th minutes with corrections. **Ayes: Krzywicki, Gahan, Malmquist, Hill, Dale, and Miller. Nays: None. Abstain: None. Absent: Sargus, Wetuski, Alexander, and Circo. Motion Carried. (6-0)**

3. **Old Business**

None.

4. **New Business**

A. Public Hearing for Zoning Ordinance Text Amendments – Section 7.08 (Off – Street Parking: Parking for Individuals with Disabilities) – City of La Vista

- i. **Staff Report – Chris Solberg:** Solberg stated upon staff review of Section 7.08, Off – Street Parking: Parking for Individuals with Disabilities, it was concluded an update to the regulations was warranted. The proposed changes add a separate column for the required Minimum Number of Van Accessible Parking Spaces within the table in Section 7.08.01. Additional minor changes are proposed to increase the number of accessible spaces that shall be served by an access aisle. Redline copies of the aforementioned sections are attached. Staff recommends approval of the proposed amendments.

- ii. **Public Hearing- Opened by Gayle Malmquist**

No members of the public came forward.

Malmquist closed the Public Hearing.

Malmquist asked if these changes were in compliance with the ADA or if there were changes to the ADA that mandated this.

Solberg said there were some changes from the Department of Justice that were sent down regarding changes in their requirements and we are updating our regulations accordingly.

Krzywicki said he had a question in regards to Section 7.08.04. He asked since there is a possibility that two signs will need to be attached if one is van accessible as well as handicapped, if it can be clarified whether 60" refers to the higher sign or the lower sign.

Malmquist asked if it says at least 60" above ground surface measured from the lowest sign, so you would only need to add the word "lowest". So the last sentence would read "ADA mandates at least 60 inches above ground surface measured from the bottom of the lowest sign."

- iii. Recommendation: Gahan moved, seconded by Hill to approve to the City Council the Zoning Ordinance Text Amendment - Section 7.08, Off-Street Parking: Parking for Individuals with Disabilities, as it is consistent with the Comprehensive Plan and Zoning Ordinance . Ayes: Krzywicki, Gahan, Malmquist, Hill, Dale and Miller. Nays: None. Abstain: None. Absent: Sargus, Wetuski, Alexander, and Circo. Motion Carried. (6-0)*

B. Public Hearing for Zoning Ordinance Text Amendments – Sections 2.14 (Definitions "M"), 5.13 (I-1 Light Industrial District), 5.14 (I-2 Heavy Industrial District) – City of La Vista

- i. Staff Report – Chris Solberg: Solberg stated although microbreweries are currently allowed outright in the I-2 Heavy Industrial District through Section 5.14.2.15, staff review has concluded that this use needs to be specifically addressed. The proposed changes to the Zoning Ordinance provide for the use of microbreweries outright in both the I-1 Light Industrial and I-2 Heavy Industrial zoning districts. However, if the microbrewery were to include on-site sales as part of the operation on site, a Conditional Use Permit would need to be obtained. Staff recommends approval of the proposed amendments.*
- ii. Public Hearing – opened by Gayle Malmquist*

No members of the public came forward.

Malmquist closed the Public Hearing.

Malmquist inquired whether microbreweries currently are allowed in I-1 and I-2, but the problem is if it includes on-site sales, then a Conditional Use Permit would be required.

Solberg confirmed and added we are also allowing for microbreweries in I-1.

Hill noted that the definition of brew pubs indicated that no more than 10,000 barrels of beer annually are to be produced. She noted in our new definition we are going with these establishments not producing more than 20,000 barrels per year and wanted to know why we were increasing from 10,000 barrels to 20,000 barrels. She wanted to know why 20,000 is the magic number.

Solberg said the state statutes refer to 20,000 barrels. Microbrewery would now be specifically permitted within the I-1 and I-2 districts and as a conditional use within the C-3 district and the goal is to separate that use from brew pubs. Previously it was referencing back to brew pubs, so they are trying to separate brew pubs from microbreweries because brew pubs are more restaurant based. They are trying to create a distinction between uses.

Hill asked if the 20,000 was consistent with adjacent communities. She wanted to know where the definition came from, what it was modeled by.

Solberg said they took a number of different definitions from a number of different locations. However, there was some linkage back to state statutes that define a microbrewery and that the figure is somewhere within the state statute.

Malmquist agreed and said she believed it was somewhere in the state statutes when the state come up with regulations for these "creatures" and that's where the 20,000 came from.

Krzywicki asked about the definition where it says 75% sold off-site and wanted to know how this will be monitored and if all microbreweries in the city will be required to file a report of what their percentage is. He then asked if the existing ones are grandfathered or if they will have to apply for the special use permit.

Solberg said that will be addressed at the time that a complaint would come up. It would be a lot like the other regulations that might require an inquiry at the time of complaint, on the 75% aspect. He said if there was a complaint that someone was selling more than the 25% on-site then we would investigate that.

Krzywicki said the reason he was asking about the grandfathering is because there is a pretty easily identified number of these currently in the city and asking them about this change and whether they had any concerns and whether they thought they would be able to comply. He wanted to know what the City's position would be in requiring the change in the ordinance to be complied with for somebody who is already invested in the business.

Solberg said he didn't think we would chase after those businesses unless there was a complaint or if there was a change in their use.

Krzywicki said it seemed like a lot of the microbreweries now have party rooms, tours, and selling product in their shops.

Solberg said that's part of the reason that we're requiring the Conditional Use permit, is for the on-site sales because of the possible traffic and parking concerns. He said a lot of times they wait for them to expand or change their use at some point and deal with it then.

Krzywicki asked if there have been any instances where the parking that's adjacent to the microbrewery is significantly under where people are having to park on streets in that area.

Solberg said he has received no complaints on that.

- iii. **Recommendation:** *Hill* moved, seconded by *Gahan* to approve the proposed amendments. **Ayes:** *Krzywicki, Gahan, Malmquist, Hill, Dale and Miller*. **Nays:** *None*. **Abstain:** *None*. **Absent:** *Sargus, Wetuski, Alexander, and Circo*. **Motion Carried. (6-0)**

C. Public Hearing for the proposed Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 1 – City of La Vista

- i. **Staff Report – Chris Solberg:** Solberg stated the Mayor and City Council, on behalf of the City and after review and recommendation of the Planning Commission and satisfying all notice, public hearing and other applicable requirements, by Resolution No. 12-011 declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment.

Subsequent approval of Resolution No. 13-064 on July 16, 2013 approved of a Redevelopment Plan of the 84th Street Redevelopment Area. Also, on July 16, 2013 the City Council approved Resolution No. 13-065 approving of the Redevelopment Plan for the 84th Street Redevelopment Area.

He mentioned in their packet is an amendment to the Redevelopment Plan for the 84th Street Redevelopment Area Amendment No.1. He asked them to please note that they have received a red line version of that amendment to replace the existing text of the document, as there are some minor changes that have been incorporated since the packets were compiled. The public copy has been updated with this new red line version.

Staff recommends approval as follows: After review, recommending to the Community Development Agency and governing body of the City of La Vista the Redevelopment Plan Amendment presented at the meeting as in conformity, and conformity of the Redevelopment Plan as amended, with the La Vista Comprehensive Plan, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications, if any, the City Administrator or her designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law to the satisfaction of the City Administrator or her designee, and (iv) City Council adoption of the proposed amendment to the Comprehensive Plan to incorporate the Redevelopment Plan Amendment into the Comprehensive Plan. Solberg asked the commission members to please note that any motion follows that recommendation.

- ii. **Public Hearing – Opened by Gayle Malmquist**

No members of the public came forward.

Malmquist closed the Public Hearing.

Malmquist noted they had before them a revised amendment copy dated July 20, 2016.

Krzywicki said in the overview of the item, the last sentence in the very large paragraph referencing where it talks about eliminating and preventing the recurrence of the substandard and blighted area. He wanted to know what in the amendment would prevent any future recurrence of substandard or blighted area.

McKeon said there are two pieces to the amendment. The first being the mixed-use redevelopment project and that includes the private improvements by the redeveloper. Then, there is also the vision for the La Vista Community Development Agency to do the demolition and site preparation. In doing so, that is the elimination of the substandard and blighted area. Then there is a second project which is the public improvement project and that's where the City will come in and put in streets and parking and recreational areas that are going to be needed. In doing all that, both the public investment and the private improvements, you are essentially preventing the recurrence of the substandard and blighted area. He then asked Krzywicki if that answered his question.

Krzywicki said it explains the goal, but if we have an owner of these properties in the future who decides not to maintain them, what would be in this document to prevent it from going into disrepair.

McKeon said this is really the first step and there are multiple layers to this. These are the ground rules of how it's going to develop and that's required for us to actually adopt something like this under state statute before adding other steps. He said that the Council review will take place in August, where this item will come up and, subject to approval of this item, the redevelopment contract and a subdivision agreement will get into the private improvements and it also has a provision about maintenance. He said the redeveloper is putting a lot of money into it and the assumption is that they will maintain it, but there will be provisions in the agreement as well about maintenance. Then, on top of that, you will have laws and regulations that generally apply as far as maintenance goes. So, you will have multiple layers of addressing that interest.

Solberg added that within the redevelopment contract there will be a set of design guidelines, and as with any of the other design guidelines within the City of La Vista, it requires durable materials which help with the longevity of any development like that.

Krzywicki said the main reason that he brought it up was because he had found an article online that he passed around to other planning members that was pointing the finger at cities for not protecting the taxpayers from areas going into blight like the Walmart abandonment and things like that. He said there were things in original redevelopment contracts that made it easier for cities to step in sooner, and that could have prevented things like that from happening.

Gahan asked if someone could explain what the TIF financing was.

McKeon said essentially what it is that you've got your property set at a valuation currently and the redeveloper is going to come and actually put private investment in and increase the value. The taxes on that increase in value will be turned back essentially for him to help service his debt on the public improvements he's going to be responsible for building. In this case it would be site acquisition, the façade enhancements that are over and above the existing standards, streetscaping and sidewalks are the primary parts.

Gahan asked if these are the property taxes.

McKeon said that was correct.

Gahan said the property taxes are paid to the county and asked if it was the entire amount that they would get.

McKeon said that it is. He then mentioned that it is limited to 15 years.

Gahan asked if it is capped at 37 million.

McKeon said that was correct.

Chris Erickson from City Ventures then came forward to speak. He said tax increment financing was described correctly. He said they are looking to invest about \$230 million into the project and they are projecting for that to go onto the tax roles at about \$175 million. He said today's current tax value on the property is about \$10 million and that will continue to go to everyone that it goes to currently, so they call that the base and then the increment is the added value above that, so it would be the \$175 [million] minus the \$10 [million]. The \$165 million in value would come back to them. They will write a check to the county, the county collects all the money and they take some fees out of it and they will then turn around and write a check back to them for a period of 15 years. It actually ends up being less than that because it takes some time to build the project.

Gahan asked once they reach a point in the contract, the dollar amount, if it's over.

Erickson said that's basically the way it works. He said in some instances if there's excessive increment sometimes a second note is floated. It's a 15 year note, but they're building the first 2 years so there's no incremental value there, so it's typically only 13 years of payments. He said it hardly ever gets paid off significantly early; it's usually only a year or so prior.

Gahan said the sooner you can get the project up and going and it gets above a certain level, the sooner they will start realizing some of that money.

Erickson said that's why this tax increment financing has become such a tool that is used throughout the United States because it's truly based on the success of the private investment, so if the increment is not there, there's really no risk. All he gets is a note saying that he gets those future cash rolls, but only on the value that they create and so if he does not create that much value then he doesn't get back that much money.

Gahan asked if the county is going to reap the extra value after the 15 years.

Erickson said yes and then it will start coming back to everyone.

Krzywicki then asked if the First National Bank, Chili's, McDonald's and Car Wash will be staying where they are or if there were plans to move them to a different location on the property.

Erickson said there are currently negotiations ongoing with First National Bank that are progressing in a really positive direction to relocate them. They have submitted an offer to Chili's to relocate, but that is a much more challenging structure they have from an ownership perspective because there are 4 layers there. They are attempting to work through that and if they are fortunate enough to do it, the tenant has expressed interest in moving with the project. They have planned around their building for now. McDonald's is locked in until 2049 and are not willing to give that up. The car wash is staying as well because there really is no way to reconfigure that.

Gahan then asked about the exhibit in regards to the Engineer's Opinion of Costs. He said he believed the City was responsible for these improvements, which include the site demolition, the grading, paving, utilities, etc. He asked if this was the extra ½ cent sales tax that was going to pay for that.

McKeon said that work is actually being done by the Community Development Agency and then the City would either directly paying using the ½ cent sales tax because it's intended to be used for redevelopment projects in this area or other public infrastructure projects. Then there's the potential to also issue bonds or have financing backed by that additional ½ cent.

Gahan said he was curious if the extra ½ cent was on line to meet the cost. He said assuming the ½ cent was being put towards this.

McKeon said that it is being set aside, but he's not sure how much is in that account.

Solberg said the last he heard it was over 1.5 million. He said that the ½ cent sales tax is only meant to pay for a portion of the overall project because it is a very large project.

Gahan asked if everyone was comfortable with the direction the City is heading as far as the City's responsibility for these costs.

Solberg said he wanted to clarify that we're not talking about the ½ cent here. He asked McKeon to verify that this is just for TIF related aspects.

McKeon concurred, stating what they are approving is if this proposed plan is in conformity with the Comprehensive Plan. He said we are not getting into the financing and things like that. He said that is actually going to be taken up by the Council at the first meeting in August and maybe other meetings. He mentioned there was a bond resolution at the last meeting to pay for some of this project, which was backed by the additional ½ cent.

- iii. **Recommendation:** Miller moved, seconded by Gahan for approval recommending to the Community Development Agency and governing body of the City of La Vista the Redevelopment Plan Amendment presented at the meeting as in conformity, and conformity of the Redevelopment Plan as amended, with the La Vista Comprehensive Plan, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications, if any, the City Administrator or her designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law to the satisfaction of the City Administrator or her designee, and (iv) City Council adoption of the proposed amendment to Comprehensive Plan to incorporate the Redevelopment Plan Amendment into the Comprehensive Plan. **Ayes: Krzywicki, Gahan, Malmquist, Hill, Dale and Miller. Nays: None. Abstain: None. Absent: Sargus, Wetuski, Alexander, and Circo. Motion Carried. (6-0)**

D. Public Hearing regarding Comprehensive Plan amendment to incorporate Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 1 – City of La Vista.

- i. **Staff Report – Chris Solberg & Tom McKeon:** Solberg stated the existing Redevelopment Plan is incorporated within the Comprehensive Plan as an appendix to the Comprehensive Plan. He said in essence we are amending that document and we are going to have to amend the Comprehensive Plan as well. Through this agenda item they will be recommending approval to amend the Comprehensive Plan. McKeon then said the idea behind that is the Redevelopment Plan has to be consistent with the Comprehensive Plan and the easiest way to do that is to amend the Comprehensive Plan to incorporate the Redevelopment Plan. So, the recommendation would be to amend the Comprehensive Plan to incorporate the Redevelopment Plan Amendment No. 1.

- ii. **Public Hearing – opened by Gayle Malmquist.**

No members of the public came forward.

Public Hearing Closed by Malmquist.

- iii. **Recommendation:** Gahan moved, seconded by Dale to recommend approval of the Comprehensive Plan Amendment to incorporate the Redevelopment Amendment No. 1 be approved to the City Council. **Ayes: Krzywicki, Gahan, Malmquist, Hill, Dale and Miller. Nays: None. Abstain: None. Absent: Sargus, Wetuski, Alexander, and Circo. Motion Carried. (6-0)**

5. Comments from the Floor

None.

6. Comments from Planning Commission

Krzywicki asked for an update on Costco's progress.

Kottmann said the street construction portion of it, Portside Parkway, will be putting in a change order to extend the deadline approximately 30 days from that primarily due to rain delays and construction coordination delays with the Costco construction team. He said they are also behind schedule, however they “swear” that they will be opening this fall and will do what it takes to make that happen.

7. Comments from Staff

Solberg mentioned Taste of La Vista is next Saturday and everyone should have received postcards in the mail regarding it. He said we would love everyone to come out. We will be reviewing the goals this time around and presenting them to everybody and we would like their input.

8. Adjournment

Meeting adjourned by Malmquist at 7:56

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chairperson

Approval Date

I:\Community Development\Planning Department\Planning Commission\Minutes\2016\4-21-16 Minutes.Docx

A-6

August 2, 2016

City of La Vista City Council Consent Agenda

Omaha Sewer Tract Connection Fees

Address	Company	Amount Due to Sarpy	GL Date	Amount in Liability Account	Difference	Remitted	Remitted to Account
13424 Chandler Road	Senegal Contracting Specialty	\$ 7,813.58	7/26/2016	\$ 7,813.58	\$ -	4/5/2016	02.02.0052
					\$ -		02.02.0052
					\$ -		02.02.0052
					\$ -		02.02.0052
					\$ -		02.02.0052
					\$ -		02.02.0052
		<u>\$ 7,813.58</u>		<u>\$ 7,813.58</u>	<u>\$ -</u>		

Payment Requested by: John Kottman

Approved by: Cindy Miserez
Date: August 2, 2016

All funds have been received from the Companies for remittance to Omaha

Accounts Payable Note: Please enter a separate invoice for each company for each vendor.
Vendor: City of Omaha
Vendor Number: 152
Attention: Ronald L. Bartlett (PWks)

A-7

August 2, 2016

City of La Vista City Council Consent Agenda

Sarpy Industrial Sewer Tract Connection Fees

Address	Company	Amount Due to Sarpy	GL Date	Amount in Liability Account	Difference	Remitted	Account
8704 South 145th Street	Maquire Properties	\$ 6,644.00	4/27/2016	\$ 6,644.00	\$ -	8/2/2016	02.02.0052
11934 Portal Rd	The Volleyball Academy	\$ 33,440.00	7/27/2016	\$ 33,440.00	\$ -	6/27/2016	02.02.0052
13240 Centennial Road	Foral Flex Building	\$ 14,135.00	7/27/2016	\$ 14,135.00	\$ -	6/30/2016	02.02.0052
		<u>\$ 54,219.00</u>		<u>\$ 54,219.00</u>	<u>\$ -</u>		

Payment Requested by: John Kottman

Approved by: Cindy Miserez
Date: August 2, 2016All funds have been received from the Companies
for remittance to Sarpy CountyAccounts Payable Note: Please enter a separate invoice for each company for each vendor.
Vendor: Sarpy County
Vendor Number: 609

A-8

Invoice



**FELSBURG
HOLT &
ULLEVIG**

connecting and enhancing communities

Mail Payments to:
PO Box 911704
Denver, CO 80291-1704
303.721.1440 • 303.721.0832 fax

June 27, 2016
Project No: 115453-04
Invoice No: 16862

Mr. John Kottmann, PE
City Engineer
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

Project 115453-04 Giles Road Queue Analysis
Professional Services for the Period: May 19, 2016 to May 31, 2016

Professional Personnel

	Hours	Rate	Amount	
Engineer V				
Meisinger, Mark	4.25	150.00	637.50	
intern I				
McCullough, Morgan	33.50	50.00	1,675.00	
McLaughlin, Kyle	33.75	50.00	1,687.50	
Labor	71.50		4,000.00	
Total Labor				4,000.00
				TOTAL AMOUNT DUE \$4,000.00

Billed-To-Date Summary

	Current	Prior	Total
Labor	4,000.00	0.00	4,000.00
Totals	4,000.00	0.00	4,000.00

Project Manager Mark Meisinger

O.K. to pay
DMK 7-6-2016
05.71.0900.01

Consent Agenda 8/2/16 (pb)

Invoice

A-9



**FELSBURG
HOLT &
ULLEVIG**

connecting and enhancing communities

Mail Payments to:
PO Box 911704
Denver, CO 80291-1704
303.721.1440 • 303.721.0832 fax

June 27, 2016
Project No: 115453-05
Invoice No: 16863

Mr. John Kottmann, PE
City Engineer
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

Project 115453-05 Giles Road Traffic Study
Professional Services for the Period: March 28, 2016 to May 31, 2016

Professional Personnel

	Hours	Rate	Amount
Engineer V			
Meisinger, Mark	7.00	150.00	1,050.00
Engineer IV			
Andersen, David	.25	135.00	33.75
Intern I			
McCullough, Morgan	7.00	50.00	350.00
McLaughlin, Kyle	3.50	50.00	175.00
Labor	17.75		1,608.75
Total Labor			1,608.75

In-House Units

Vehicle per mile Federal	22.0 Miles @ 0.54	11.88	
Total In-House		11.88	11.88

TOTAL AMOUNT DUE \$1,620.63

Billed-To-Date Summary

	Current	Prior	Total
Labor	1,608.75	0.00	1,608.75
In-House	11.88	0.00	11.88
Totals	1,620.63	0.00	1,620.63

Project Manager Mark Meisinger

O.K. to pay
JMK 7-6-2016
05.71.0900.01

Consent Agenda 8/4/16 (pb)

A-10

Invoice



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

July 21, 2016
Invoice No: 257094
Invoice Total \$6,692.64

John Kottmann
City Engineer/Assistant Public Works Director
City of La Vista NE
8116 Park View Blvd
La Vista, NE 68128-2198

OA Project No. A15-1232 La Vista Nebraska Multi Sports Complex
Professional services rendered from June 22, 2016 through July 9, 2016 for work completed in accordance with our Letter Agreement dated June 8, 2016, last signed June 22, 2016.

Phase	100	Traffic Impact Study			
Labor					
			Hours	Rate	Amount
			8.00	157.00	1,256.00
			57.25	88.00	5,038.00
			.75	88.00	66.00
			Totals		6,360.00
			Total Labor		6,360.00
				Total this Phase	\$6,360.00

Phase	900	Expenses			
Consultants					
		Miovision Technologies Inc			
		6/25/2016 Miovision Technologies Inc 24623			332.64
		Total Consultants			332.64
				Total this Phase	\$332.64

Billing Limits	Current	Prior	To-Date
Total Billings	6,692.64	0.00	6,692.64
Limit			21,627.42
Balance Remaining			14,934.78
	AMOUNT DUE THIS INVOICE		\$6,692.64

Email invoice to: jkottmann@cityoflavista.org

Authorized By: Christopher Rolling

O.K. to pay
JMK 7-22-2016
05.71.0900.01

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS *Consent 8/21/16*

APPLICATION AND CERTIFICATION FOR PAYMENT

SHEET 702

PAGE 1

TO ENGINEER:

Olsson Associates
2111 S. 67th Street Suite 200
Omaha, NE 68106

PROJECT: City of La Vista
City Parking District
Access Improvements

APPLICATION NO: 3

Distribution to:

<input checked="" type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: _____

FROM CONTRACTOR:

MBC Construction
3108 South 67th Street
Omaha, NE 68106

PROJECT NOS: C14-2258

CONTRACT FOR: City Parking District Access Improvements - Items 1-55

CONTRACT DATE 3/28/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

CONTRACTOR:

By: Shawn Jensen Date: 7-21-16

1. ORIGINAL CONTRACT SUM	\$	<u>928,411.53</u>
2. Net change by Change Orders	\$	<u>1,137.01</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>929,548.54</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on 703)	\$	<u>475,672.74</u>

5. RETAINAGE:

a. <u>10</u> % of Completed Work (Column D + E on 703)	\$	<u>47,567.27</u>
b. _____ % of Stored Material (Column F on 703)	\$	_____
Total Retainage (Lines 5a + 5b or		

Total in Column 1 of 703) \$ 428,105.47

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		_____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>133,099.08</u>
8. CURRENT PAYMENT DUE	\$	<u>295,006.39</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>501,443.07</u>

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 295,006.39

*O.K. to pay
JMK 7-25-2016
05-71-0899.03*

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

By: _____ Date: 7/25/16

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by GC	\$1,137.01	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$1,137.01	\$0.00
NET CHANGES by Change Order	\$1,137.01	

A-11

Project: **La Vista District Access Improvements / PWST 16-002**

Project #: **C14-2258**

Pay App # **3**

Contractor: **MBC Construction**

Date: **7/7/2016**

Date Through: **5/27/2016**

ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	CD #1 Quality Revisions	Unit Price	SCHEDULED VALUE (D-F)	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN H OF J)	TOTAL QUANTITY TO DATE (G+I)	TOTAL COMPLETED AND STORED TO DATE (H+J)	% W/P	BALANCE TO FINISH (K-M)	RETAINAGE
							Qty from previous pay appl.	Total from previous pay appl.	Qty this Period	Total from this Period						
1	MOBILIZATION	LS	1		\$50,433.65	\$ 0.00	15,149.18	0.70	\$5,222.96		1.00	\$50,433.65	100%	\$ -	\$ 9,040.37	
2	INSTALL SILT FENCE	EA	300		\$27.74	\$ 8,322.00	101.00		\$2,767.74		1.00	\$8,322.00	100%	\$ -	\$ 27.67	
3	INSTALL CURB INLET PROTECTION	EA	6		\$473.86	\$ 2,843.16	2.00		\$477.72		1.00	\$2,843.16	100%	\$ -	\$ 34.77	
4	INSTALL CONSTRUCTION ENTRANCE	EA	2		\$1,095.44	\$ 2,190.88		1.00	\$1,095.44		1.00	\$1,095.44	100%	\$ -	\$ 109.54	
5	CLEARING AND GRUBBING - GENERAL	LS	1		\$5,477.22	\$ 5,477.22	0.20		\$1,095.44		0.20	\$1,095.44	20%	\$ 4,381.78	\$ 105.51	
6	CLEARING AND GRUBBING - TREES OVER 2" TO 18" DIAMETER	EA	3		\$328.63	\$ 985.89	3.00		\$85.89		1.00	\$985.89	100%	\$ -	\$ 98.59	
7	REMOVE CURB INLET	EA	2		\$261.50	\$ 523.00	1.00		\$21.50		1.00	\$523.00	100%	\$ -	\$ 21.50	
8	REMOVE PAVEMENT	SY	1,333		\$13.15	\$ 17,526.95	1,387.00		\$18,209.05		1.387	\$18,209.05	104%	\$ (76.10)	\$ 1,823.01	
9	REMOVE SIDEWALK	GF	170		\$10.70	\$ 1,819.00	170.00		\$1,819.00		1.00	\$1,819.00	100%	\$ -	\$ 18.19	
10	REMOVE CURB	LF	172		\$58.22	\$ 10,013.84		85.00	\$88.70		85.00	\$88.70	49%	\$ 7,151.14	\$ 69.87	
11	EXCAVATION MAIL-OFF	CY	7,623		\$4.32	\$ 32,951.36	1,500.00	6,423.00	\$7,102.06		7,923.00	\$33,435.06	100%	\$ -	\$ 3,435.51	
12	SUBGRADE PREPARATION	SY	6,489		\$2.90	\$ 18,827.10	1,420.00	1,300.00	\$4,290.00		2,720.00	\$9,099.00	43%	\$ 13,080.10	\$ 604.80	
13	CONSTRUCT 6" CONC. PAVEMENT (TYPE I) 6S	SY	1,259		\$40.00	\$ 50,360.00	1,259.00	1,259.00	\$50,360.00		1,259.00	\$50,360.00	100%	\$ -	\$ 5,036.00	
14	CONSTRUCT 6" CONC. PAVEMENT (TYPE I) 6S	SY	5,200		\$47.17	\$ 245,288.00		1,050.00	\$49,528.50		1,050.00	\$49,528.50	20%	\$ 195,759.50	\$ 4,952.85	
15	CONSTRUCT 6" CONC. SIDEWALK	GF	8,548		\$4.77	\$ 40,773.96			\$ -			\$ -	0%	\$ 40,773.96	\$ -	
16	CONSTRUCT CURB RAMP	EA	688		\$11.39	\$ 7,836.32			\$ -			\$ -	0%	\$ 7,836.32	\$ -	
17	CONSTRUCT DETECTABLE WARNING PANEL	GF	1,384		\$3.31	\$ 4,569.04			\$ -			\$ -	0%	\$ 4,569.04	\$ -	
18	CONSTRUCT 18" RCP CLASS III	LF	165		\$239.88	\$ 39,580.20	230.00	5,185.40	\$ -		230.00	\$9,185.40	124%	\$ (1,796.10)	\$ 919.54	
19	CONSTRUCT 18" RCP CLASS III	LF	452		\$42.17	\$ 19,060.84			\$ -			\$ -	0%	\$ 19,060.84	\$ -	
20	CONSTRUCT 24" RCP CLASS III	LF	135		\$63.88	\$ 8,623.80			\$ -			\$ -	0%	\$ 8,623.80	\$ -	
21	CONSTRUCT 30" RCP CLASS III	LF	26		\$75.04	\$ 1,951.04			\$ -			\$ -	0%	\$ 1,951.04	\$ -	
22	CONSTRUCT 30" CONCRETE COLLAR	EA	1		\$620.34	\$ 620.34			\$ -			\$ -	0%	\$ 620.34	\$ -	
23	TAP EXISTING STORM SEWER MANHOLE	EA	1		\$575.11	\$ 575.11			\$ -			\$ -	0%	\$ 575.11	\$ -	
24	CONSTRUCT 60" I.D. STORM MANHOLE	MF	13		\$690.13	\$ 8,971.69	6.70	2,623.07	\$ -		6.70	\$4,629.87	53%	\$ 4,341.82	\$ 483.39	
25	CONSTRUCT 72" I.D. STORM MANHOLE	MF	1		\$17,046	\$ 17,046.00			\$ -			\$ -	0%	\$ 17,046.00	\$ -	
26	ADJUST MANHOLE TO GRADE	EA	3		\$23.86	\$ 71.58	1.00	273.85	\$ -		1.00	\$273.86	33%	\$ 442.72	\$ 27.39	
27	CONSTRUCT CURB INLET W/ FACE ARMOR TYPE I	EA	5		\$2,000.00	\$ 10,000.00		3.00	\$6,000.00		3.00	\$6,000.00	60%	\$ 4,000.00	\$ 800.00	
28	CONSTRUCT CURB INLET W/ FACE ARMOR TYPE II	EA	1		\$2,000.00	\$ 2,000.00			\$ -			\$ -	0%	\$ 2,000.00	\$ -	
29	CONSTRUCT CURB INLET W/ FACE ARMOR TYPE III	EA	3		\$3,000.00	\$ 3,000.00			\$ -			\$ -	0%	\$ 3,000.00	\$ -	
30	INSTALL EXTERNAL FRAME SEAL	EA	4		\$438.18	\$ 1,752.72	1.00	438.18	\$ -		1.00	\$438.18	50%	\$ 1,314.54	\$ 87.63	
31	PERFORM CCTV PIPELINE INSPECTION	LF	796		\$31.10	\$ 24,761.60	230.00	253.00	\$ -		330.00	\$253.00	29%	\$ 24,508.60	\$ 26.30	
32	CLEAN STORM SEWER PIPE	LF	796		\$40.35	\$ 32,118.60			\$ -			\$ -	0%	\$ 32,118.60	\$ -	
33	INSTALL SEEDING - TYPE A	LS	1		\$3,900.00	\$ 3,900.00	0.25	547.72	\$ -		0.25	\$1,025.54	49%	\$ 2,874.46	\$ 107.32	
34	INSTALL ROLLED EROSION CONTROL TYPE I	GF	2,410		\$1.51	\$ 3,639.50	602.00	682.30	\$ -		1,140.00	\$1,742.00	72%	\$ 1,897.50	\$ 200.33	
35	INSTALL SOODING	SY	21,886		\$34.52	\$ 755,522.72			\$ -			\$ -	0%	\$ 755,522.72	\$ -	
36	CONSTRUCT 4" WROUGHT IRON FENCE	LF	311		\$63.37	\$ 19,709.07			\$ -			\$ -	0%	\$ 19,709.07	\$ -	
37	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5" YELLOW, GROOVED	LF	5,428		\$3.83	\$ 20,789.24			\$ -			\$ -	0%	\$ 20,789.24	\$ -	
38	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5" WHITE, GROOVED	LF	300		\$3.83	\$ 1,149.00			\$ -			\$ -	0%	\$ 1,149.00	\$ -	
39	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 18" WHITE, GROOVED	LF	190		\$14.24	\$ 2,705.60			\$ -			\$ -	0%	\$ 2,705.60	\$ -	
40	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 24" WHITE, GROOVED	LF	240		\$14.62	\$ 3,508.80			\$ -			\$ -	0%	\$ 3,508.80	\$ -	
41	INSTALL PERMANENT PREFORMED MARKING TAPE SYMBOL - TYPE "ONLY"	EA	7		\$315.40	\$ 2,207.80			\$ -			\$ -	0%	\$ 2,207.80	\$ -	
42	INSTALL PERMANENT PREFORMED MARKING TAPE SYMBOL - TYPE DIRECTION	EA	3		\$315.40	\$ 946.20			\$ -			\$ -	0%	\$ 946.20	\$ -	
43	INSTALL TRAFFIC POSTS AND SIGNS	EA	12		\$164.32	\$ 1,971.84			\$ -			\$ -	0%	\$ 1,971.84	\$ -	
44	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1		\$4,222.94	\$ 4,222.94	0.20	844.59	\$ -		0.20	\$844.59	20%	\$ 3,378.35	\$ 84.46	
45	REMOVE AND REPLACE CONCRETE PAVEMENT	SY	340	304	\$76.86	\$ 26,132.40	144.00	11,041.92	\$ -		144.00	\$11,041.92	44%	\$ 15,090.48	\$ 1,465.20	
46	CONSTRUCT LARGE BLOCK RETAINING WALL	GF	2,517		\$36.20	\$ 91,216.40	1,000.00	2,500.00	\$90,000.00		2,500.00	\$90,000.00	99%	\$ 1,216.40	\$ 10,632.47	
47	CONSTRUCT LARGE BLOCK RETAINING WALL 2'	GF	532		\$34.20	\$ 18,296.40			\$ -			\$ -	0%	\$ 18,296.40	\$ -	
48	RELOCATE LIGHT POLE	EA	7		\$2,500.00	\$ 17,500.00	2.00	5,000.00	\$ -		2.00	\$5,000.00	57%	\$ 12,500.00	\$ 1,158.10	
49	INSTALL NEW LIGHT POLE	EA	12		\$9,740.00	\$ 116,880.00			\$ -			\$ -	0%	\$ 116,880.00	\$ -	
50	REPAIR SPRINKLER SYSTEM	LS	1		\$11,200.00	\$ 11,200.00	0.12	1,347.00	\$ -		0.12	\$1,347.00	1%	\$ 9,853.00	\$ 902.00	
51	LANDSCAPING	LS	1		\$12,049.88	\$ 12,049.88			\$ -			\$ -	0%	\$ 12,049.88	\$ -	
52	PERMANENT C PARKING LOT STRIPE	LF	2169		\$26.44	\$ 57,346.44			\$ -			\$ -	0%	\$ 57,346.44	\$ -	
53	REMOVE 18" TO 18" SEWER PIPE	LF	36	30	\$25.91	\$ 932.76	30.00	627.30	\$ -		30.00	\$750.00	100%	\$ 182.76	\$ 45.73	
54	REMOVE 27" TO 30" SEWER PIPE	LF	14	0	\$27.38	\$ 383.32			\$ -			\$ -	0%	\$ 383.32	\$ -	
55	INSTALL CONSTRUCTION FENCE	LS	1		\$5,455.31	\$ 5,455.31	1.00	5,455.31	\$ -		1.00	\$5,455.31	100%	\$ -	\$ 545.53	
56	CHANGE ORDER #1															
X1-1	CONVERT INLET TO MH IN CABELA'S LOT	EA	1		\$ 2,180.00	\$ 2,180.00		1.00	\$ 2,180.00		1.00	\$ 2,180.00	100%	\$ -	\$ 218.00	
X1-2	18" COLLAR FOR CURB INLET #10	EA	1		\$ 525.00	\$ 525.00		1.00	\$ 525.00		1.00	\$ 525.00	100%	\$ -	\$ 52.50	
X1-3	REMOVE UNSUITABLE SIGN @ WESTPORT PARKWAY	CY	70.5		\$ 7.00	\$ 493.50			\$ -		70.50	\$ 493.50	100%	\$ -	\$ 49.35	
X1-4	FABRIC/ROCK BASE FOR PAVEMENT	TN	78		\$ 36.00	\$ 2,808.00			\$ -		78.00	\$ 2,808.00	100%	\$ -	\$ 273.50	
X1-5	CONDUIT REPAIRS	LF	300		\$ 10.00	\$ 3,000.00		200.00	\$ 2,000.00		200.00	\$ 2,000.00	100%	\$ -	\$ 230.50	
BID ITEMS + CO TOTALS						\$ 228,644.54		\$ 147,837.87	\$ 147,837.87			\$ 476,672.74	81%	\$ 453,876.80	\$ 47,667.27	

Original Contract	\$	928,111.53
CO1	\$	1,137.01
Total Contract to Date	\$	929,248.54
Total Work Completed to Date	\$	476,672.74
Total Materials Stored to Date	\$	-
Total Value Completed & Stored to Date	\$	476,672.74
Retainage	10%	\$ 47,667.27
Net Total Due Less Retainage	\$	428,105.47
Total Previous	\$	133,099.08
Net Amount Due This Estimate	\$	295,006.39

Estimates:

Pay App No.1	\$	16,895.47
Pay App No.2	\$	112,012.21
Pay App No.3		
Pay App No.4		
Pay App No.5		
Pay App No.6		
Pay App No.7		

City of La Vista
 c/o Olsson & Associates
 2111 S 67th St., Ste 200
 Omaha, NE 68106

EST # 1602.03
 DATE 7/6/2016

Meeting: Tuesday, July 19, 2016

NAME: City Parking Dist. Access Improve. bid: 3/4/16
 PWST 16-002
 125th & Westport Parkway E&A

ITEM NO.	DESCRIPTION	ok Quantity	Unit	BID		PRIOR		CURRENT		Total to Date	
				UNIT \$	EXT	UNITS	\$	UNITS	\$	UNITS	\$
1	Mobilization	1	LS	\$ 50,433.65	\$ 50,433.65	0.3	\$15,130.10	0.7	\$35,303.56	1	\$50,433.65
2	Install Silt Fence	200	LF	\$ 2.74	\$ 548.00	101	\$276.74	0	\$0.00	101	\$276.74
3	Install Curb Inlet Protection	6	EA	\$ 473.86	\$ 2,843.16	2	\$947.72	0	\$0.00	2	\$947.72
4	Install Const Entrance	2	EA	\$ 1,095.44	\$ 2,190.88		\$0.00	1	\$1,095.44	1	\$1,095.44
5	Clear/Grub - General	1	LS	\$ 5,477.22	\$ 5,477.22	0.2	\$1,095.44	0	\$0.00	0.2	\$1,095.44
6	Clear/Grub-Trees > 9"-18" Dia	3	EA	\$ 328.63	\$ 985.89	3	\$985.89	0	\$0.00	3	\$985.89
7	Remove Curb Inlet	2	EA	\$ 821.58	\$ 1,643.16	1	\$821.58	0	\$0.00	1	\$821.58
8	Remove Pavement	1333	SY	\$ 13.15	\$ 17,528.95	1387	\$18,239.05	0	\$0.00	1387	\$18,239.05
9	Remove Sidewalk	170	SF	\$ 1.10	\$ 187.00	170	\$187.00	0	\$0.00	170	\$187.00
10	Remove Curb	172	LF	\$ 8.22	\$ 1,413.84		\$0.00	85	\$698.70	85	\$698.70
11	Excavation Haul-Off	7923	CY	\$ 4.22	\$ 33,435.06	1500	\$6,330.00	6423	\$27,105.06	7923	\$33,435.06
12	Subgrade Prep	6489	SY	\$ 3.30	\$ 21,413.70	1430	\$4,719.00	1300	\$4,290.00	2730	\$9,009.00
13	6" PCC Type L65	1329	SY	\$ 40.52	\$ 53,851.08	1430	\$57,943.60	1132	\$45,868.64	2562	\$103,812.24
14	9" PCC Type L65	5200	SY	\$ 47.17	\$ 245,284.00		\$0.00	1050	\$49,528.50	1050	\$49,528.50
15	6" PCC Sidewalk	8548	SF	\$ 4.77	\$ 40,773.96		\$0.00	0	\$0.00		\$0.00
16	Const Curb Ramp	688	SF	\$ 11.39	\$ 7,836.32		\$0.00	0	\$0.00		\$0.00
17	Const Det Warning Panel	134	SF	\$ 21.91	\$ 2,935.94		\$0.00	0	\$0.00		\$0.00
18	15" RCP, CI III	185	LF	\$ 39.98	\$ 7,396.30	230	\$9,195.40	0	\$0.00	230	\$9,195.40
19	18" RCP, CI III	452	LF	\$ 42.17	\$ 19,060.84		\$0.00	0	\$0.00		\$0.00
20	24" RCP, CI III	135	LF	\$ 53.68	\$ 7,246.80		\$0.00	0	\$0.00		\$0.00
21	30" RCP, CI III	26	LF	\$ 75.04	\$ 1,951.04		\$0.00	0	\$0.00		\$0.00
22	Const 30" PCC Collar	1	EA	\$ 520.34	\$ 520.34		\$0.00	0	\$0.00		\$0.00
23	Tap Ex Storm Sewer MH	1	EA	\$ 575.11	\$ 575.11		\$0.00	0	\$0.00		\$0.00
24	60" ID St MH	13	VF	\$ 690.13	\$ 8,971.69	6.7	\$4,623.87	0	\$0.00	6.7	\$4,623.87
25	72" ID St MH	10	VF	\$ 712.04	\$ 7,120.40		\$0.00	0	\$0.00		\$0.00
26	Adj MH to Grade	3	EA	\$ 273.86	\$ 821.58	1	\$273.86	0	\$0.00	1	\$273.86
27	Curb Inlet w/Face Armor, Type I	5	EA	\$ 2,000.00	\$ 10,000.00		\$0.00	3	\$6,000.00	3	\$6,000.00
28	Curb Inlet w/Face Armor, Type II	1	EA	\$ 2,000.00	\$ 2,000.00		\$0.00	0	\$0.00		\$0.00
29	Curb Inlet w/Face Armor, Type III	4	EA	\$ 2,000.00	\$ 8,000.00		\$0.00	0	\$0.00		\$0.00
30	Install Ext Frame Seal	4	EA	\$ 438.18	\$ 1,752.72	1	\$438.18	1	\$438.18	2	\$876.36
31	Perform CCTV Pipeline Inspection	798	LF	\$ 1.10	\$ 877.80	230	\$253.00	0	\$0.00	230	\$253.00
32	Clean St Sewer Pipe	798	LF	\$ 0.55	\$ 438.90		\$0.00	0	\$0.00		\$0.00
33	Install Seeding - Type A	1	AC	\$ 2,190.89	\$ 2,190.89	0.25	\$547.72	0.24	\$525.81	0.49	\$1,073.54

34	Install Rolled Erosion Ctrl-Type I	2410	SY	\$ 1.15	\$ 2,771.50	602	\$692.30	1140	\$1,311.00	1742	\$2,003.30
35	Install Sodding	11886	SF	\$ 0.82	\$ 9,746.52		\$0.00	0	\$0.00		\$0.00
36	Const 42" Wrought Iron Fence	311	LF	\$ 63.37	\$ 19,708.07		\$0.00	0	\$0.00		\$0.00
37	Per Pref Tape-Type 4,5" Ylw Groov	3426	LF	\$ 3.83	\$ 13,121.58		\$0.00	0	\$0.00		\$0.00
38	Per Pref Tape-Type 4,5" Wht Groov	300	LF	\$ 3.83	\$ 1,149.00		\$0.00	0	\$0.00		\$0.00
39	Per Pref Tape-Type 4,18" Wht Groov	130	LF	\$ 14.24	\$ 1,851.20		\$0.00	0	\$0.00		\$0.00
40	Per Pref Tape-Type 4,24" Wht Groov	240	LF	\$ 18.62	\$ 4,468.80		\$0.00	0	\$0.00		\$0.00
41	Perm Pref Tape Sym-"Only"	7	EA	\$ 315.49	\$ 2,208.43		\$0.00	0	\$0.00		\$0.00
42	Perm Pref Tape Sym-Dir Arrow Wht	3	EA	\$ 315.49	\$ 946.47		\$0.00	0	\$0.00		\$0.00
43	Install Traf Posts & Signs	12	EA	\$ 164.32	\$ 1,971.84		\$0.00	0	\$0.00		\$0.00
44	Provide Temp Traffic Control	1	LS	\$ 4,222.94	\$ 4,222.94	0.2	\$844.59	0	\$0.00	0.2	\$844.59
45	R/R PCC Pavement	340	SY	\$ 76.68	\$ 26,071.20	144	\$11,041.92	51	\$3,910.68	195	\$14,952.60
46	Const Large Block Ret Wall A	2341	SF	\$ 36.28	\$ 84,931.48		\$0.00	2930.67	\$106,324.71	2930.67	\$106,324.71
47	Const Large Block Ret Wall B	532	SF	\$ 36.28	\$ 19,300.96		\$0.00	789.33	\$28,636.89	789.33	\$28,636.89
48	Relocate Light Pole	7	EA	\$ 2,920.45	\$ 20,443.15	2	\$5,840.90	2	\$5,840.90	4	\$11,681.80
49	Install New Light Pole	12	EA	\$ 9,740.69	\$ 116,888.28		\$0.00	0	\$0.00		\$0.00
50	Rep Sprinkler Sys	1	LS	\$ 11,228.30	\$ 11,228.30	0.12	\$1,347.40	0.23	\$2,582.51	0.35	\$3,929.91
51	Landscaping	1	LS	\$ 12,049.88	\$ 12,049.88		\$0.00	0	\$0.00		\$0.00
52	Perm 4" Parking Lot Stripe	2169	LF	\$ 0.44	\$ 954.36		\$0.00	0	\$0.00		\$0.00
53	Rem 15"-18" Sewer Pipe	38	LF	\$ 21.91	\$ 832.58	30	\$657.30	0	\$0.00	30	\$657.30
54	Rem 27" to 30" Sewer Pipe	14	LF	\$ 27.39	\$ 383.46		\$0.00	0	\$0.00		\$0.00
55	Install Const. Fence	1	LS	\$ 5,455.31	\$ 5,455.31	1	\$5,455.31	0	\$0.00	1	\$5,455.31
X1	Convert inlet to MH	1	LS	\$ 5,928.50	\$ 5,928.50		\$0.00	1	\$5,928.50	1	\$5,928.50
X2	Add'l conduit	200	LF	\$ 11.98	\$ 2,396.00		\$0.00	200	\$2,396.00	200	\$2,396.00
					\$928,411.53		\$147,887.87		\$327,785.08		

EARNED TO DATE	\$475,672.94
LESS 10% RETENTION	(\$47,567.29)
DUE TO DATE	\$428,105.65
PAID TO DATE	(\$133,099.08)
BALANCE DUE THIS ESTIMATE	\$295,006.57

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
CHANGE ORDER No. 2 CITY PARKING DISTRICT ACCESS IMPROVEMENTS PORTSIDE PARKWAY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared to approve a change order to the contract with MBC Construction Co., Inc. of Omaha, Nebraska increasing the contract price in an amount not to exceed \$7,281.29

FISCAL IMPACT

Funding has been included in the CIP for this project in the FY 2016 Budget. It is identified as Project PWST-16-002. The total contract price with MBC increases from \$929,548.54 after Change Order No. 1 to \$936,829.83 after this change order.

RECOMMENDATION

Approval

BACKGROUND

A previous change order was approved that addressed some minor changes in proposed storm sewer construction adding \$1,137.01 to the project. During construction it was found that additional quantity of retaining wall block is needed to better blend the elevation change from the top of the proposed walls to the existing parking lot elevations. This Change Order No. 2 provides for the material and labor costs to furnish and install additional retaining wall blocks. It also extends the substantial completion date from August 5, 2016 to September 19, 2016 due to untimely rains preventing scheduled concrete pours from taking place and to allow additional phasing of the pavement construction to accommodate adjacent construction schedules.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH MBC CONSTRUCTION CO., INC., OMAHA, NEBRASKA, FOR CHANGES IN THE HEIGHT AND EXTENT OF RETAINING WALLS AND EXTENSION OF THE SUBSTANTIAL COMPLETION DATE IN AN AMOUNT NOT TO EXCEED \$7,281.29.

WHEREAS, the City has determined it is necessary to make changes in the height and extent of retaining walls and extension of the substantial completion date from August 5, 2016 to September 19, 2016; and

WHEREAS, the FY16 Capital Fund Budget provides funding for this change order in the amount of \$7,281.29.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with MBC Construction Co., Inc., Omaha Nebraska, for changes in the height and extent of retaining walls and extension of the substantial completion date from August 5, 2016 to September 19, 2016 in an amount not to exceed \$7,281.29.

PASSED AND APPROVED THIS 2ND DAY OF AUGUST, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Change Order

No. 2

Date of Issuance: July 11, 2016

Effective Date: July 11, 2016

Project: City Parking District Access Improvements - Items 1-55	Owner: City of LaVista	Owner's Contract No.: N/A
Contract: City Parking District Access Improvements - Items 1-55	Date of Contract: 3/28/16	
Contractor: MBC Construction	Engineer's Project No. C14-2258	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Add to contract for the costs associated with the following attachment and back-up documents from MBC Construction.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$928,411.53

Increase from previously approved Change Orders No. 1 to No. 1:

\$1,137.01

Contract Price prior to this Change Order:

\$929,548.54

Increase of this Change Order:

\$7,281.29

Contract Price incorporating this Change Order:

\$936,829.83

Original Contract Times:

Working days

Calendar days

Substantial completion (date): August 5, 2016

Ready for final payment (date): September 16, 2106

No Change from previously approved Change Orders No. 0 to No. 1:

Substantial completion (days): No Change

Ready for final payment (days): No Change

Contract Times prior to this Change Order:

Substantial completion (date): No Change

Ready for final payment (date): No Change

Increase of this Change Order:

Substantial completion (days): 30 Days

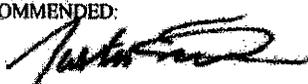
Ready for final payment (days): 30 Days

Contract Times with all approved Change Orders:

Substantial completion (date): September 19, 2016

Ready for final payment (date): October 28, 2016

RECOMMENDED:

By: 

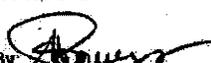
Construction Manager (Authorized Signature)

Date: 7/11/16

Approved by Funding Agency (if applicable):

cc:

ACCEPTED:

By: 

Contractor (Authorized Signature)

Date: 7-11-16

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

Date: _____



City Parking District Access Improvements - Items 1-55
Change Order No. 1 Attachment #1

OA Project # C14-2258 Prepared By: Stacy Zablocki/Justin Feik

Owner: City of LaVista Parking Improvements

Contractor: MBC Construction

July 11, 2016

B	C	D	E	G	H	I	
Item No.	Description	Pay Unit	Contract Qty(S) Prior to this Change Order	Qty(s) Adjustment Per This Change Order	Contract Qty(S) Per this Change Order	CONSTR Unit Price	Change Order No. 1 Costs (G*H)

BID SECTION CHANGES:

7	REMOVE CURB INLET	EA	1.00				
21	CONSTRUCT 30" RCP, CLASS III	LF	(3.00)				
22	CONSTRUCT 30" CONCRETE COLLAR	EA	-				
23	TAP EXISTING STORM SEWER MANHOLE	EA	-				
45	REMOVE AND REPLACE CONCRETE PAVEMENT	EA	304.00				
53	REMOVE 15" TO 18" SEWER PIPE	SY	22.00				
54	INSTALL CONSTRUCTION FENCE	LF	(28.00)				

CHANGE ORDER NO.1

X1-1	CONVERT INLET TO MH IN CABELA'S LOT	EA	1.00				
X1-2	18" COLLAR FOR CURB INLET #10	EA	1.00				
X1-3	REMOVE UNSUITABLE SOIL @ WESTPORT PARKWAY	CY	70.50				
X1-4	FABRIC/ROCK BASE FOR PAVEMENT	TN	35.00				
X1-5	CONDUIT REPAIRS	LF	10.89				

CHANGE ORDER NO.2

X2-1	WALL CONSTRUCTION - WALL 'A'	SF	-	79.95	79.95	\$ 33.12	\$ 2,647.94
X2-2	WALL CONSTRUCTION - WALL 'B'	SF	-	74.62	74.62	\$ 33.12	\$ 2,471.41
X2-3	MODIFICATION & ADDITIONAL LABOR	LS	-	1.00	1.00	\$ 1,500.00	\$ 1,500.00
	10% O&P	EA	-	1.00	1.00	\$ 661.93	\$ 661.93

TOTAL \$ 7,281.29

Original Contract Cost \$ 928,411.53
Change Order No. 1 \$ 1,137.01
Change Order No. 2 \$ 7,281.29
Total Contract Costs \$ 936,829.83

DAILY EXTRA WORK SHEET

MBC CONSTRUCTION CO., INC.
3108 S. 67TH AVE
Omaha, NE 68106
Phone 397-2120
Fax 397-2126

Job No: 1602
 Date: 7/11/2016
 Number: X3
 To: Olsson & Associates
 For: City of La Vista

Description of Work Performed: Wall construction

Description	Quantity	Unit	Price	Extension
Wall A	79.95	SF	\$33.12	\$2,647.94
Wall B	74.62	SF	\$33.12	\$2,471.41
Modification & additional labor for reconfiguration of existing walls.	1	LS		\$1,500.00
Subtotal				\$6,619.35
Plus 10%				\$661.93
			TOTAL	\$7,281.28

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
CHANGE ORDER No. 3 CITY PARKING DISTRICT ACCESS IMPROVEMENTS PORTSIDE PARKWAY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared to approve a change order to the contract with MBC Construction Co., Inc. of Omaha, Nebraska increasing the contract price in an amount not to exceed \$12,961.76.

FISCAL IMPACT

Funding has been included in the CIP for this project in the FY 2016 Budget. It is identified as Project PWST-16-002. The total contract price with MBC increases from \$936,829.83 after Change Order No. 2 to \$949,791.59 after this change order.

RECOMMENDATION

Approval

BACKGROUND

Previous change orders have been approved to address some minor changes in proposed storm sewer construction and additional quantities of large block retaining wall to better match existing City Parking Lot elevations. Change Order No. 2 also extended the project completion date due to untimely rains preventing scheduled concrete pours from taking place and to allow additional phasing of the pavement construction to accommodate adjacent construction schedules. The phasing of pavement construction resulted in Change Order No. 3 as it is necessary to perform hand placement of pavement where required to accommodate construction activities on the adjacent Costco site resulting in additional labor and equipment.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH MBC CONSTRUCTION CO., INC., OMAHA, NEBRASKA, FOR CHANGES IN LABOR AND EQUIPMENT NEEDED FOR PAVEMENT PLACEMENT IN AN AMOUNT NOT TO EXCEED \$12,961.76.

WHEREAS, the City has determined it is necessary to perform hand placement of pavement where required to accommodate construction activities on the adjacent Costco site resulting in additional labor and equipment; and

WHEREAS, the FY16 Capital Fund Budget provides funding for this change order in the amount of \$12,961.76.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with MBC Construction Co., Inc., Omaha Nebraska, for changes in labor and equipment needed for pavement placement in an amount not to exceed \$12,961.76.

PASSED AND APPROVED THIS 2ND DAY OF AUGUST, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Change Order

No. 3

Date of Issuance: July 22, 2016

Effective Date: July 22, 2016

Project: City Parking District Access Improvements - Items 1-55	Owner: City of LaVista	Owner's Contract No.: N/A
Contract: City Parking District Access Improvements - Items 1-55	Date of Contract: 3/28/16	
Contractor: MBC Construction	Engineer's Project No. C14-2258	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Add to contract for the costs associated with the following attachment and back-up documents from MBC Construction.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$928,411.53

Increase from previously approved Change Orders No. 1 to No.2:

\$8,418.30

Contract Price prior to this Change Order:

\$936,829.83

Increase of this Change Order:

\$12,961.76

Contract Price incorporating this Change Order:

\$949,791.59

Original Contract Times:

Working days

Calendar days

Substantial completion (date): August 5, 2016

Ready for final payment (date): September 16, 2106

No Change from previously approved Change Orders No. 0 to No. 1:

Substantial completion (days): No Change

Ready for final payment (days): No Change

Contract Times prior to this Change Order:

Substantial completion (date): No Change

Ready for final payment (date): No Change

Increase of this Change Order:

Substantial completion (days): 30 Days

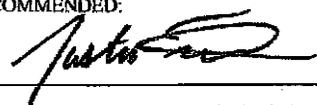
Ready for final payment (days): 30 Days

Contract Times with all approved Change Orders:

Substantial completion (date): September 19, 2016

Ready for final payment (date): October 28, 2016

RECOMMENDED:

By: 

Construction Manager (Authorized Signature)

Date: 7/22/16

Approved by Funding Agency (if applicable):

cc:

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

Date: _____



City Parking District Access Improvements - Items 1-55
Change Order No. 3 Attachment #1

OA Project # C14-2258 Prepared By: Stacy Zablocki/Justin Felk

Owner: City of LaVista Parking Improvements

Contractor: MBC Construction

July 22, 2016

B	C	D	E	G	H	I	
Item No.	Description	Pay Unit	Contract Qty(S) Prior to this Change Order	Qty(s) Adjustment Per This Change Order	Contract Qty(S) Per this Change Order	CONSTR Unit Price	Change Order No. 1 Costs (G*H)

BID SECTION CHANGES:

7	REMOVE CURB INLET	EA	1.00				
21	CONSTRUCT 30" RCP, CLASS III	LF	(3.00)				
22	CONSTRUCT 30" CONCRETE COLLAR	EA	-				
23	TAP EXISTING STORM SEWER MANHOLE	EA	-				
45	REMOVE AND REPLACE CONCRETE PAVEMENT	EA	304.00				
53	REMOVE 15" TO 18" SEWER PIPE	SY	22.00				
54	INSTALL CONSTRUCTION FENCE	LF	(28.00)				

CHANGE ORDER NO.1

X1-1	CONVERT INLET TO MH IN CABELA'S LOT	EA	1.00				
X1-2	18" COLLAR FOR CURB INLET #10	EA	1.00				
X1-3	REMOVE UNSUITABLE SOIL @ WESTPORT PARKWAY	CY	70.50				
X1-4	FABRIC/ROCK BASE FOR PAVEMENT	TN	35.00				
X1-5	CONDUIT REPAIRS	LF	10.89				

CHANGE ORDER NO.2

X2-1	WALL CONSTRUCTION - WALL 'A'	SF	79.95				
X2-2	WALL CONSTRUCTION - WALL 'B'	SF	74.62				
X2-3	MODIFICATION & ADDITIONAL LABOR 10% O&P	LS	1.00				
		EA	1.00				

CHANGE ORDER NO.3

X3-1	BOX OUT MAINLINE PAVEMENT	EA					\$ 12,961.76
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TOTAL \$ 12,961.76

Original Contract Cost	\$	928,411.53
Change Order No. 1	\$	1,137.01
Change Order No. 2	\$	7,281.29
Change Order No. 3	\$	12,961.76
Total Contract Costs	\$	949,791.59

MBC CONSTRUCTION CO.



3108 SOUTH 67TH AVE.
 OMAHA, NEBRASKA 68106
 PHONE (402) 397-2120
 FAX (402) 397-2126

To: Justin Feick, Olsson & Associates

7/22/2016

La Vista Parking District Improvements

Box out mainline pavement and hand pour for Wall Const.

12' Box out from STA 13+00 to STA 14+90

Boom truck haul forms in and out	6	hrs	\$	105.00	\$	630.00
Keyway and L Bars	190	lf	\$	2.45	\$	465.50
Labor for form setting/stripping	16	hrs	\$	35.00	\$	560.00
clean up/haul off excess concrete:						
case 580 K	3	hrs	\$	95.00	\$	285.00
dump truck	3	hrs	\$	95.00	\$	285.00
disposal charge	1	ea	\$	50.00	\$	50.00
Subgrade prep :						
mobilization	1	ea	\$	900.00	\$	900.00
Cat 140 G motor grader	8	hrs	\$	135.00	\$	1,080.00
Tractor and disk	4	hrs	\$	105.00	\$	420.00
Cat roller	4	hrs	\$	95.00	\$	380.00
Case grading tractor	4	hrs	\$	95.00	\$	380.00
Form and hand pour 12' x 190':						
Boom truck haul forms in and out	8	hrs	\$	105.00	\$	840.00
labor to set/strip forms	41	hrs	\$	38.00	\$	1,558.00
additional labor to hand pour	254	SY	\$	18.33	\$	4,655.82
additional concrete yeild to hand pour	254	SY	\$	1.86	\$	472.44

total \$ 12,961.76

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
ADVERTISEMENT FOR BIDS – OFFICE CONSTRUCTION/ REMODEL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

SYNOPSIS

A resolution has been prepared authorizing the advertisement for bids for office construction/remodel of the upper level of the 8110 Park View Blvd. building.

FISCAL IMPACT

The FY16 and FY17 Capital Improvement Program provides funding for the proposed project.

RECOMMENDATION

Approval

BACKGROUND

The upper level of the City facility located at 8110 Park View Blvd. (formerly housing the La Vista Police Department and most recently the Buildings and Grounds Department) has been designated as the new location for the Community Development Department. This facility was built in the 1970's and has never been substantially updated. In order to create a functional space for the Community Development staff, extensive remodeling of some spaces and reconstruction of others is necessary.

Moving Community Development into this new location will free up much needed office space at City Hall and provide an opportunity for better adjacencies.

The following schedule is suggested:

- | | |
|-------------------------------|--|
| Publish Notice to Contractors | August 10, 2016 |
| Mandatory Pre-Bid Meeting | August 15, 2016 at 10:00 am at City Hall |
| Open Bids | August 26, 2016 at 10:00 am at City Hall |
| City Council Award Contract | September 6, 2016 |

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR OFFICE CONSTRUCTION/REMODEL OF THE UPPER LEVEL OF THE 8110 PARK VIEW BLVD. BUILDING.

WHEREAS, the Mayor and Council have determined that office construction/remodel of the upper level of the 8110 Park View Blvd. building is necessary, and

WHEREAS, the FY16 and FY17 Capital Improvement Program provides funding for the proposed project; and

WHEREAS, Proposals will be due August 26, 2016 with the award of contract date of September 6, 2016;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the advertisement for bids for office construction/remodel of the 8110 Park View Blvd. building for the City of La Vista.

PASSED AND APPROVED THIS 2ND DAY OF AUGUST 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

SPECIFICATIONS
FOR
OFFICE CONSTRUCTION/REMODEL
8110 PARK VIEW BLVD. (UPPER LEVEL)
CITY OF LA VISTA, NEBRASKA

I.	General Information and Miscellaneous Contract Documents	
	Notice to Contractors	NC-1
	Instructions for Bidders	IB-1 thru IB-2
	Proposal	P-1 thru P-2
II.	General Conditions for the City of La Vista, Building Projects	GC-1 thru GC-23
III.	Specifications	SP-1 thru SP-3
IV.	Floor Plan Concept	FP-1

NOTICE TO CONTRACTORS

OFFICE CONSTRUCTION/REMODEL
8110 PARK VIEW BLVD. (UPPER LEVEL)
CITY OF LA VISTA, NEBRASKA

Sealed proposals will be received by Pamela Buethe, City Clerk of the City of La Vista, at City Hall, 8116 Park View Boulevard, La Vista, Nebraska 68128, until August 26, 2016, at 10:00 A.M., for Office Construction/Remodel, 8110 Park View Blvd. (Upper Level), in and for said City according to plans and specifications for said improvements now on file at the office of the City Clerk.

The extent of the work includes the general remodeling of some existing office space and construction of some new office space in the existing building.

A mandatory Pre-Bid on-site meeting will be held on August 15, 2016 at 10:00 a.m. Prospective Bidders shall meet at the building entrance on the upper level of 8110 Park View Blvd., La Vista, NE 68128. A tour of the building will be conducted to identify and clarify building conditions, working conditions, construction items and other items related to performance of the work.

Specifications may be examined online at cityoflavista.org/bids. Project documents may also be examined at the office of The City Clerk of the City of La Vista at City of La Vista City Hall, 8116 Park View Blvd., La Vista, NE 68128. Bids will only be accepted from those who participated in the mandatory pre-bid meeting.

All proposals must be submitted on the Proposal form provided in the bidding documents, which can be obtained online at cityoflavista.org/bids or at La Vista City Hall, 8116 Park View Blvd., La Vista, NE 68128

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

No Bidder may withdraw his proposal for a period of thirty (30) days after the date set for the opening of bids. The City of La Vista, Nebraska reserves the right to reject any or all bids and to waive informalities.

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- A. All definitions set forth in the “GENERAL CONDITIONS OF THE CONTRACT” are applicable to these Instructions to Bidders. When the term “Architect” is used in the General Conditions it shall also be understood to mean the Engineer for the project.
- B. Bidding documents include the Invitation to Bidders, Instructions to Bidders, Proposal Form, and the Proposed Contract Documents including any Addenda issued prior to receipt of bid.
- C. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

2. BIDDER’S REPRESENTATION

- A. Each bidder by making his bid represents that he has read and understands the bidding documents.
- B. Each bidder by making his bid represents that he has observed the site and familiarized himself with the local conditions under which the work is to be performed. **SEE NOTICE TO CONTRACTORS FOR INFORMATION ON MANDATORY PRE-BID INSPECTION.** Each bidder shall investigate these conditions and submit a bid based upon the site conditions that presently exist.

3. BIDDING PROCEDURES

- A. All bids must be prepared on the forms provided by the Owner, submitted in accordance with the Instructions to Bidders.
- B. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bidders, or prior to any extension thereof issued to the bidders.
- C. Prior to the receipt of bids, Addenda will be mailed or delivered to each person or firm recorded as having received the bidding documents and will be available for inspection wherever the documents are kept available for that purpose.
- D. Proposals shall be submitted in an opaque, sealed envelope marked “Proposal, Office Construction/Remodel, 8110 Park View Blvd. (Upper Level)” and the name of the bidder.
- E. Work on this project is sales and use tax exempt for materials incorporated into the project.

4. EXAMINATION OF BIDDING DOCUMENTS

- A. All contractors and subcontractors bidding shall carefully examine the bidding documents for all parts of the work to ascertain the conditions and requirements under which their work will be performed.
- B. In cases where discrepancies occur in Specifications, the Contractor will be required to furnish the best quality of material and/or workmanship indicated, if he has not requested clarification of such items by the Chief Building Official before submitting his proposal.

5. REJECTION OF BIDS

- A. The bidder acknowledges the right of the Owner to reject any or all of the bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

6. CONTRACT

- A. The contract form of agreement between the Owner and selected Contractor shall be a form acceptable to the City.

7. SUBMISSION OF POST-BID INFORMATION

- A. Before starting construction and within fourteen (14) days following the bid date submit insurance certificates as required in later sections of this specification and/or the General Conditions.

8. SALES AND USE TAX

- A. The Owner will furnish the successful Contractor with a Purchasing Agent Appointment and Exempt Sales Certificate Form for all items which are considered by the State of Nebraska to be exempt from the State Sales Tax. This Appointment (any Exempt Sale Certificate issued under this Appointment) does not apply to either (1) the purchase of materials to be used but not incorporated into the contract work, including but not limited to form lumber, scaffolding, etc., or (2) the owner or leased by the Contractor and used in performing the contract work.

Receipt of Addenda No. _____ through No. _____ is hereby acknowledged.

Dated this _____ day of _____, 2016.

Respectfully submitted,

COMPANY

SIGNATURE

NAME (TYPED OR PRINTED) TITLE

ADDRESS

TELEPHONE NO. FACSIMILE NO.

E-MAIL ADDRESS

CITY OF LA VISTA
BUILDING PROJECTS

GENERAL CONDITIONS

1. DEFINITIONS
2. ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS
3. SCHEDULES, REPORTS AND RECORDS
4. DRAWINGS AND SPECIFICATIONS
5. SHOP DRAWINGS
6. MATERIALS, SERVICES AND FACILITIES
7. INSPECTION AND TESTING
8. SUBSTITUTIONS
9. PATENTS
10. SURVEYS, PERMITS AND REGULATIONS
11. PROTECTION OF WORK, PROPERTY AND PERSONS
12. SUPERVISION BY CONTRACTOR
13. CHANGES IN THE WORK
14. CHANGES IN THE CONTRACT PRICE
15. TIME FOR COMPLETION
16. CORRECTION OF WORK
17. SUBSURFACE CONDITIONS
18. SUSPENSION OF WORK TERMINATION AND DELAY
19. PAYMENTS TO CONTRACTORS
20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

CITY OF LA VISTA
BUILDING PROJECTS

21. INSURANCE
22. CONTRACT SECURITY
23. ASSIGNMENTS
24. INDEMNIFICATION
25. SEPARATE CONTRACTS
26. SUBCONTRACTING
27. ARCHITECT'S AUTHORITY
28. LAND AND RIGHT-OF-WAY
29. GUARANTY
30. ARBITRATION
31. TAXES
32. ACCESS BY GOVERNMENTAL AND GRANTING AUTHORITIES
33. RECORD RETENTION
34. CONTRIBUTION UNDER NEBRASKA EMPLOYMENT SECURITY LAW
35. NONDISCRIMINATION

CITY OF LA VISTA
BUILDING PROJECTS

1. DEFINITIONS

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.
- 1.1.1 ADDENDA - Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the Contract Documents, Drawings and Specifications by addition, deletions, clarifications or corrections.
 - 1.1.2 ARCHITECT - The person, firm or corporation named as such in the Contract Documents.
 - 1.1.3 BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
 - 1.1.4 BIDDER - Any person, firm or corporation submitting a Bid for the work.
 - 1.1.5 BONDS - Bid, Performance, Payment and Maintenance Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
 - 1.1.6 CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the contract price or contract time.
 - 1.1.7 CONTRACT DOCUMENTS - The contract, including the Advertisement for Bids, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.
 - 1.1.8 CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
 - 1.1.9 CONTRACT TIME - The number of working days stated in the Contract Documents for the completion of the work.
 - 1.1.10 CONTRACTOR - The person, firm or corporation with whom the Owner has executed the Agreement.

CITY OF LA VISTA
BUILDING PROJECTS

- 1.1.11 DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Architect.
- 1.1.12 FIELD ORDER - A written order affecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Architect to the Contractor during construction.
- 1.1.13 NOTICE OF AWARD - The written notice to the Bidder that the Architect has recommended acceptance of the Bid to the Owner.
- 1.1.14 NOTICE TO PROCEED - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- 1.1.15 OWNER - A public or quasi-public body or authority, corporation, association, partnership or individual for whom the work is to be performed.
- 1.1.16 PROJECT - The undertaking to be performed as provided in the Contract Documents.
- 1.1.17 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the Owner who is assigned to the project site or any part thereof.
- 1.1.18 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrates how specific portions of the work shall be fabricated and installed or services performed.
- 1.1.19 SPECIAL PROVISIONS - That part of the Contract Documents that modify and supersede the Standard Specifications for a particular project.
- 1.1.20 SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

CITY OF LA VISTA
BUILDING PROJECTS

- 1.1.22 SUBSTANTIAL COMPLETION - That date as certified by the Architect when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.
- 1.1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to the General Conditions required by a Federal Agency for participation in the project and approved by the agency in writing prior to inclusion in the Contract Documents.
- 1.1.24 SUPPLIERS - Any person, supplier or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform the installation labor at the site.
- 1.1.25 WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.
- 1.1.26 WRITTEN NOTICE - Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

2. ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS

- 2.1 The Contractor may be furnished additional instructions and detailed drawings by the Architect, as necessary to carry out the work required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detailed drawings and instructions.

3. SCHEDULE, REPORTS AND RECORDS

- 3.1 The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed.
- 3.2 When requested by the Owner and prior to the first partial payment estimate, the Contractor shall submit schedules showing the order in which he proposes to carry on the work, including dates at which he will start the various parts of the work, estimated date of the work, estimated date of completion of each part, and, as applicable:

CITY OF LA VISTA
BUILDING PROJECTS

- 3.2.1 The dates at which special detailed drawings will be required.
- 3.2.2 Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.2.3 A schedule of payments that he anticipates he will earn during the course of the work.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, water, light, power, superintendence, barricades, signs, temporary construction and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready to use, occupancy or operation by the Owner.
- 4.2 In case of conflict between the drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings. In case of a conflict in the documents as to quantity or quality of work or material, the greater quantity or better quality of work or materials shall be furnished by the Contractor.
- 4.3 Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Architect, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies or ambiguities shall be done at the Contractor's risk and expense.
- 4.4 Architect shall provide the Contractor with five sets of plans and specifications. Additional sets will be provided only at the Contractor's expense. Said plans and specifications are the property of the Architect and are provided for use on this project only.
- 4.5 The data given in the specifications and shown on the plans and drawings is believed to be accurate, but the accuracy is not guaranteed. The Contractor must take all levels, locations, measurements, and verify all dimensions on the site prior to construction and adapt this work into the exact construction. Scale measurements taken from the prints are not to be used for more than reference.

CITY OF LA VISTA
BUILDING PROJECTS

5. SHOP DRAWINGS

- 5.1 The Contractor shall provide shop drawings as may be necessary for the execution of the work as required by the Contract Documents. The Architect shall promptly review all shop drawings. The Architect's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a Change Order.
- 5.2 When submitted for the Architect's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- 5.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Architect. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Architect.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, traffic barricades and signs, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Architect. Names and addresses of suppliers must be furnished to the Architect upon request.
- 6.5 Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

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6.6 Contractor warrants that the normal warranties for manufacturers shall fully apply to all materials and equipment and shall insure to and be fully enforceable by the Owner, which manufacturer's warranty shall be cumulative to, and not in lieu of, any separate warranty or guarantee of the Contractor.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards.

7.2 The Contractor shall provide at his expense the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.

7.3 The Owner shall provide all other inspection and testing services not required by the Contract Documents.

7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Architect timely notice of readiness. The Contractor will then furnish the Architect the required certificates of inspection, testing or approval.

7.5 Neither observations by the Architect nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

7.6 The Architect and his representative will at all times have access to the work. In addition, authorized representatives and agents of any participating governmental agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices for materials, and other relevant data and records. The Contractor will provide facilities for such access and observation of the work and also for any inspection or testing thereof.

7.7 If any work is covered contrary to the written request of the Architect, it must, if requested by the Architect, be uncovered for his observation and replaced at the Contractor's expense.

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7.8 If any work has been covered which the Architect has not specifically requested to observe prior to its being covered, or if the Architect considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Architect's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Architect may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection and testing, and reconstruction and an appropriate Change Order shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Architect, such material, article, or piece of equipment is of equal substance and function to that specified, the Architect may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order.

8.2 The Contractor warrants that if substitutions are approved, no major changes in function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

9. PATENTS

9.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect.

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10. SURVEYS, PERMITS AND REGULATIONS

- 10.1 The Owner's Engineer shall provide all needed land surveys and establish all baselines for locating the principal component part of the work, together with a suitable number of reference stakes adjacent to the work for the purpose of determining the location and elevation of such things as sewer lines, manholes, inlets, waterlines, pavement, and the like. It shall be the responsibility of the Contractor to use such reference stakes to determine any working points, lines and elevations such as he may desire to use in the construction of the work.
- 10.2 Surveys, stakes, reference points and bench marks provided by the Owner will be provided one time only. Any resurveying or restaking required will be done by the Owner's Engineer at the expense of the Contractor. All expenses resulting from willful or careless destruction of such stakes, reference points or bench marks shall be borne by the Contractor.
- 10.3 Permits and licenses of a temporary nature necessary for the execution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes in the Work.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. He shall not obstruct natural drainageways.
- 11.2 The underground utilities shown on the plans are shown as an aid to the Contractor. They are believed to be accurate, but are not guaranteed to be such or that these are the only utilities in the construction area. The Contractor shall personally check and verify utility information on the plans and he must satisfy himself as to the existence and location of all utilities and structures.

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The Contractor shall exercise care to protect from damage all water pipes, sanitary sewer pipes, gas mains, telephone cables, electric cables, service pipes, and other utilities or fixtures which may be encountered during the progress of the work. All utilities and other service facilities or fixtures, if damaged, shall be repaired by the Contractor without additional compensation. In no case shall interruption of water or gas service be allowed to exist outside of working hours.

Should any sewer connection be encountered that is in direct conflict with any proposed item of construction, those connections shall either be raised, lowered, moved or connected as the Architect may direct. Appropriate compensation shall be provided by a Change Order.

Should other utilities such as water mains, gas mains or services, steam lines, electric wires or conduits, telephone wires or conduits be encountered that are in direct conflict with a proposed item in construction and must be moved, the cost of moving same shall be at the expense of the Owner or the utility involved.

The Contractor shall cooperate with the utilities and schedule his work in such manner as to protect the existing utility facilities until such time as the facilities are abandoned or replacement facilities are completed.

The Contractor shall give notice in writing at least 48 hours before breaking ground to all persons, superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by the Contractor's operation in order that they may remove any obstruction for which they are responsible and have a representative on the site to see that their property is properly protected.

- 11.3 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction over the project. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will remedy all damage, injury and loss to property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them is liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Architect or anyone employed by either of them or anyone whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the Contractor.

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- 11.4 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Architect or Owner, shall act to prevent threatened damage, injury or loss. He will give the Architect prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

- 12.1 The Contractor will supervise and direct the work. He will be solely responsible for the means, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
- 12.2 Incompetent, disorderly, intemperate or incorrigible employees will be dismissed by the Contractor or his representative when requested by the Architect, and such persons shall not be again permitted to return to the work without the written consent of the Architect.
- 12.3 The Contractor agrees to indemnify and hold the Owner harmless from any and all loss or damages arising out of jurisdictional labor disputes or other labor troubles of any kind that may occur during the construction or performance of this contract.
- 12.4 The Contractor must keep all streets, alleys and sidewalks as free from material and debris as the character of the work will permit, and upon completion of any part of the work must, within a reasonable time, remove all surplus material and debris and leave the area in acceptable condition.

Failure to comply with this provision after due and proper notice has been given by the Owner will be sufficient grounds for the Owner to proceed to clean up such material and debris and make such repairs, charging same to the Contractor, who hereby agrees to the provisions as set forth above.

13. CHANGES IN THE WORK

- 13.1 The Owner may at any time, as the need arises, order changes within the scope of the work without validating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

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- 13.2 The Architect may at any time, by issuing a Field Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Architect unless the Contractor believes that such Field Order entitles him to a change in contract price or time, or both, in which event he shall give the Architect written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending receipt of an executed Change Order or further instruction from the Owner.
- 13.3 The Contractor may reasonably expect a variation in the estimated quantities, such that the total payment for the completed work may range from 80 to 120 percent of the total amount based on the estimated quantities. The Contractor will be allowed no claims for anticipated profits, for loss of profits, or any damage of any sort because of a difference between the estimate of any item and the amount of the item actually required. The Owner reserves the right to eliminate items from the Proposal as may be required to bring the cost of the work within the limits of available funds.

14. CHANGES IN THE CONTRACT PRICE

- 14.1 The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of preference listed below:
- (a) Unit prices previously approved.
 - (b) An agreed lump sum.
 - (c) The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the work to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The date of beginning and the time of completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified on the Notice to Proceed.
- 15.2 The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

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15.3 If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Contract Documents for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

16. CORRECTION OF WORK

16.1 The Contractor shall promptly remove from the premises all work rejected by the Architect for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

16.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Owner may remove such work and store materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS

17.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of any emergency, notify the Owner by Written Notice of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

17.1.2 Unknown physical conditions at the site of any unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

17.2 The Owner shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for performance of the work, an equitable adjustment shall be made and the Contract Documents shall be modified by Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required written notice, provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

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18. SUSPENSION OF WORK, TERMINATION AND DELAY

- 18.1 The Architect may, by issuing a written order, suspend construction if the weather is unfavorable for pursuit of the work. In this case, a second order shall be issued for resumption of work at an appropriate time. No working days shall be counted during such suspension. No increase in the Contract Price shall be allowed because of such suspension. This provision, or the non-exercise thereof by Owner or Architect, shall not relieve the Contractor from the primary obligation to make certain construction work is not performed during weather that is unfavorable for the pursuit of the work.
- 18.2 The Owner may, at any time and without cause, suspend the work of any portion thereof for the period of not more than ninety days or such further time as agreed upon by the Contractor by written notice to the Contractor and the Architect, which notice shall fix the date on which work shall resume. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an extension of Contract Time in respect to any such suspension.
- 18.3 If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work, or if he disregards the authority of the Architect, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Architect and incorporated in a Change Order.
- 18.4 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention of payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

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- 18.5 After ten (10) days from delivery of a written notice to the Contractor and the Architect, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- 18.6 If, through an act of fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or if the Architect fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to act on approved payment requests submitted by the Architect or awarded by the arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the Architect, and Owner's/Architect's failure to act within said ten (10) days period terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Architect has failed to act on a request for payment or the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) days notice to the Owner and the Architect and Owner's/Architect's failure to act within said ten (10) day period, stop the work until he has been paid all amounts then due, in which event and upon resumption of work, a Change Order shall be issued extending the Contract Time and, if appropriate under the circumstances, an adjustment in the Contract Price to the extent of actual damage proximately caused to Contractor.
- 18.7 If the performance of the work is suspended, delayed or interrupted as a result of a failure of the Owner or Architect to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an extension of the Contract Time shall be made to adjust for the delay caused to the Contractor as a result of such failure of the Owner or Architect.

19. PAYMENTS TO CONTRACTOR

- 19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Architect a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Architect may reasonably require. No payment shall be made on account of materials until actually incorporated in the work. The Architect will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment estimate, indicate approval of payment estimate and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, upon presentation to him of an approved partial payment estimate, promptly issue an appropriate instrument of payment to the Contractor in the appropriate sum. The

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Owner shall retain ten (10) percent of the amount of each payment until the project is fifty (50) percent complete and shall reduce retainages to five (5) percent of the amounts due after the project is fifty (50) percent complete until substantial completion. Retainage shall be released within 45 days after substantial completion except for an amount sufficient to cover any items still remaining for final completion. On completion and acceptance of the work, payment may be made in full, including retained percentages, less authorized deductions.

- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 All work covered by partial payment made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract Documents.
- 19.4 Upon completion and acceptance of the work, the Architect shall issue a certificate that the work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor promptly upon completion and acceptance of the work.
- 19.5 The Contractor will indemnify and save the Owner or the Owner's agent harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations on the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 19.6 If the Owner fails to make prompt payment after approval by the Architect, in addition to other remedies available to the Contractor, there shall be added to each payment interest at the rate of nine (9) percent per annum commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

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20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligation under the Contract Documents or the Performance Bond and Payment Bonds.

21. INSURANCE

21.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them be liable.

21.1.1 Claims under workmens' compensation, disability benefit and other similar employee benefit acts.

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.

21.1.4 Claims for damage insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

21.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to the Owner.

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- 21.3 The Contractor shall procure and maintain, at his own expense, during the Contract Time liability insurance as hereinafter specified:
- 21.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the Contract Documents whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 for any damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for any such damage sustained by two or more persons in any one accident.
- 21.3.2 The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Contractor and Subcontractor as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the Contract Documents to fully complete the project.
- 21.4 The Contractor shall procure and maintain, at his own expense, during the Contract Time, in accordance with the provisions of the laws of the State in which the work is performed, Workmens' Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project, and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmens' Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engage in hazardous work under this contract at the site of the project is not protected under Workmens' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 21.5 The Owner will not carry Builder's Risk or other property insurance on the work. Contractor shall bear the risk of loss of work until final acceptance by Owner upon completion, and Contractor shall insure its own interests in the work accordingly.

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- 21.6 Approval of the insurance by the Owner shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that neither the Owner or Architect in any way represent that the above-specified insurance or limits of liability are sufficient or adequate to protect the Contractor's interests or liabilities.
- 21.7 It is a condition of the Contract that the policy or policies waive any and all governmental immunity as a defense in any action brought against the insured or any other party to the Contract.
- 21.8 Contractor shall not commence work on the site until two certified copies of all insurance policies, attesting that the required coverage is in force, have been received and accepted by the Owner.

22. CONTRACT SECURITY

- 22.1 The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price and in form satisfactory to the Owner, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of these bonds shall be borne by the Contractor. If at any time a surety on such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made under the Contract Documents until the new surety or sureties shall have furnished an acceptable bond to the Owner.

23. ASSIGNMENTS

- 23.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or of any amounts that may come due thereunder, or his obligations thereunder without written consent of the other party.

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24. INDEMNIFICATION

- 24.1 The Contractor will indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused, directly or indirectly, in whole or in part by a negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 24.2 If, through acts of negligence on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage to his work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such Contractor or Subcontractor asserts any claim against the Owner on account of any damage alleged to have so sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against such claims and for any costs in connection with such claims.
- 24.3 In any and all claims against the Owner or the Architect, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmens' compensation acts, disability benefit acts or other employee benefits acts.
- 24.4 The obligation of the Contractor under this paragraph shall not extend to the liability of the Architect, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

25. SEPARATE CONTRACTS

- 25.1 The Owner reserves the right to perform additional work or let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Architect any defects in such work that render it unsuitable for such proper execution and results.

CITY OF LA VISTA
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25.2 If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such work. If the Contractor believes that the performance of such additional work by the Owner or others involves him and additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as required in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the work which under normal contracting practices are performed by specialty Subcontractors.

26.2 The Contractor shall not award work to Subcontractors in excess of fifty (50) percent of the Contract Price without prior written approval of the Owner.

26.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

26.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner. Names and addresses of Subcontractors shall be furnished to the Architect on request.

27. ARCHITECT'S AUTHORITY

27.1 The Architect shall act as the Owner's representative during the construction period. He shall answer questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Architect will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.

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BUILDING PROJECTS

27.1.1 Inspectors may be stationed on the work to report to the Architect as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that materials furnished and work performed by the Contractor fail to fulfill the requirements of the Contract. The inspector may direct the attention of the Contractor to such failure or infringement, but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactorily in accordance with the Contract.

27.1.2 In case of any dispute arising between the Inspector and Contractor as to materials furnished, the manner of performance or order of work, the inspector shall have the authority to reject materials or suspend the work until the matter can be referred to and decided by the Architect. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications, nor to issue instructions contrary to the plans and specifications. Inspectors shall in no case act as foreman or perform other duties for the Contractor.

27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspection may be made at the factory or fabrication plant of the source of material supply.

27.3 The Architect will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety, except that he may direct the order in which various phases of the project are to be constructed.

27.4 The Architect shall promptly make decisions relative to interpretation of the Contract Documents.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

28.2 The Owner shall provide to the Contractor information which delineate and describes the lands owned and rights-of-way acquired.

28.3 The Contractor shall provide, at his own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

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29. GUARANTY

- 29.1 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of two (2) years from the date of the Owner's acceptance. The Contractor warrants and guarantees for a period of two (2) years from the date of acceptance of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system or other separately constructed improvements resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.
- 29.2 At the expiration of the guarantee period, the Contractor and his surety shall be released from further obligation under the guarantee portion of this contract, provided the Architect certifies to the Owner that the work performed under this contract is in good and proper condition at the time. It shall be the duty of the Contractor to notify the Owner in writing within thirty (30) days prior to the expiration date of the guarantee period to make the final inspection of the work. Unless the Contractor shall furnish such notice, the obligation to maintain the work shall continue in force until such notice shall have been furnished; however, such final inspection will not be made between December 1st and March 31st, unless otherwise specified or approved by the Architect.

30. ARBITRATION

- 30.1 Notwithstanding any other provisions in these General Conditions to the contrary, no claim, dispute or other matter coming into question shall be subject to arbitration, unless the Owner, after the claim or dispute shall have arisen, shall have agreed to submit the matter to arbitration and shall have agreed as to the manner in which the specific claim or dispute shall be arbitrated. Nothing in this agreement shall be construed as requiring either party to submit to arbitration as a condition of seeking direct recourse from the courts.
- 30.2 The Contractor will carry on the work and maintain the progress scheduled during any arbitration proceedings that may be agreed to, unless otherwise mutually agreed in writing.

31. TAXES

- 31.1 Nebraska Sales Tax. The Owner is exempt from Nebraska sales and uses taxes. The Contractor shall be designated as a purchasing agent for the Owner per Nebraska Department of Revenue Form 17.

CITY OF LA VISTA
BUILDING PROJECTS

31.2 Other Local Taxes. Contractor shall pay any tax other than sales or use tax required by the law of the place where the work is performed.

32. ACCESS BY GOVERNMENTAL AND GRANTING AUTHORITIES

32.1 Contractor shall provide the Owner, Architect, the Architect's representatives or the representatives or agents of federal, state, county, district or municipal governmental agencies proper facilities for access to, observation of, inspection of, or testing of the work. In addition, and when required, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records, material invoices, and other relevant data and records.

33. RECORD RETENTION

33.1 The Contractor shall retain records for three years after final payment is made under the Contract. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved, or until the end of the three-year period, whichever is later.

34. CONTRIBUTION UNDER NEBRASKA EMPLOYMENT SECURITY LAW

34.1 The Contractor and any Subcontractor under him or it shall make payment to the Unemployment Compensation Fund of the State of Nebraska of all contributions and interest due under the provisions of Sections 48-657(2), Revised Statutes of Nebraska, 1984 Reissue, or as amended, on wages paid to individuals employed in the performance of the Contractor which these General Conditions are a part; and before final payment shall be made of the final three (3) percent of this Contract, the Contractor shall secure the file with the Owner and cause any Subcontractor under him to secure and file with the Owner a written clearance from the State Commissioner of Labor of Nebraska, as required by Section 48-658(4), certifying that all payments then due of contributions or interest which may have arisen under this Contract have been made by the Contractor or his Subcontractor to the Unemployment Compensation Fund.

35. NONDISCRIMINATION

35.1 The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age and disability/handicap in the selection and retention of subcontractors, including the procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations.

END

SPECIFICATIONS

OFFICE CONSTRUCTION/REMODEL 8110 PARK VIEW BLVD. (UPPER LEVEL) CITY OF LA VISTA, NEBRASKA

The City has not prepared detailed construction drawings for this project. A floor plan concept is attached to these specifications. Contractors are required to attend the pre-bid meeting at which time they will be given an opportunity to inspect the building, take measurements, and ask questions. Contractors are required to submit a construction drawing with the bid for approval by the City.

DEMOLITION

City has completed a majority of the demolition in-house to ready the area for office construction and remodeling work. Contractor will be responsible for removal and disposal of any remaining items necessary to complete construction.

FRAMING

Frame walls to form break room, storage area, planning tech/intern stations and permits/inspections area. Framing walls shall be 2x4, 16" on center, 9' high with treated bottom plates. Planning tech area framing shall be 2x6 walls. Fir out exterior CMU wall in inspector area. Remove door frame from director's office, retaining sidelight if possible and frame in opening to receive drywall.

PLUMBING

Break Room – Supply and install stainless steel double kitchen sink, garbage disposal and single-lever faucet. Run all necessary supply lines and install shut off valves. Run supply line to refrigerator for ice maker.

Conference Room – Replace existing stainless steel sink and faucet with similar, tie into existing drain and supply lines, install shut off valves.

Other – Eliminate tee fitting at former records area to conceal in new wall. Cut and cap supply lines in ceiling space below. Install support brackets for existing iron pipe vent lines.

ELECTRIC

Eliminate existing outlets, switches, wiring, conduit, etc. as necessary to allow for new layout. Supply and install new 24" x 48" light fixtures (owner to approve), switches and outlets as needed to facilitate the newly remodeled/constructed spaces. Supply and install GFI outlets in break room and conference room. Supply and install outlets and/or switches for disposal, microwave, refrigerator, over-the-sink lighting and exhaust fan in break room. Supply and install outlets near cable TV locations in break room and conference room. Supply and install five LED emergency exit signs, two with emergency lights with battery backup. Supply and replace existing outlets and switches in all areas except restrooms, shower/bath and janitor closet.

AUDIO/VISUAL/DATA

Supply and install cable television outlets in conference room and break room.

HVAC

Supply air and return air vents as determined necessary to size and space for adequate conditioning of space. Patch existing duct work as necessary. Remove existing exhaust fan and re-route pneumatic control for exhaust fan in break room.

INSULATION

Supply and install R-13 batt insulation on east exterior wall of inspector area. Supply and install sound insulation in the break room walls.

DRYWALL

Supply and install 5/8" drywall on newly framed walls; taped, finished and ready for paint. Patch and repair existing walls as necessary.

DOORS AND TRIM

Reuse salvaged doors in main hall, storage room, break room and inspector's storage. Supply and install oak door frames machined to match doors. Trim new doors with salvaged 1x oak casing.

PAINT AND STAIN

Supply and paint all walls with one coat of latex prime and two finish coats of eggshell, latex enamel (owner to select one color throughout). Supply and paint walls and ceiling in inspector's storage room. Stain and finish new door jambs in main hall, storage room, break room and inspector's storage room. Sand, stain and recoat existing wood windows, doors, door frames, casing and conference room cabinets. Paint three metal doors in back hall and storage room

SUSPENDED CEILING

All new ceilings to be approximately 9' with the exception of the storage area, which will be 8'. Supply and install 2' x 2' white ceiling grid. Supply and install 2' x 2' x 5/8" white, mineral fiber ceiling panels with tegular edge (2' x 4" panels in vestibule or alter existing grid to receive 2' x 2' panels). Owner to select panel pattern.

CABINETS

Supply and install factory-built, oak or birch cabinets with standard overlay doors and drawer fronts, 3/4 extension melamine drawer bodies with side-mount glides, finished toe kick, shoe and crown molding. Owner to approve final cabinet layout/amenities, door/drawer profiles, color, and cabinet pulls/knobs.

COUNTER TOPS

Supply and install laminate counter tops in break room and conference room with coved back splash and side splash. Owner to approve color/pattern.

FLOOR TILE

Supply and install vinyl composition tile in break room, rear hall, inspector's storage and waiting area. Floor patch and install over existing tile (owner select).

CARPET

Supply and install low-pile carpet in offices, open office area, planning technician area, storage area and hall. Floor

patch and install over existing VCT tile where applicable (owner select).

DOOR HARDWARE

Supply and install all necessary door hardware.

APPLIANCES

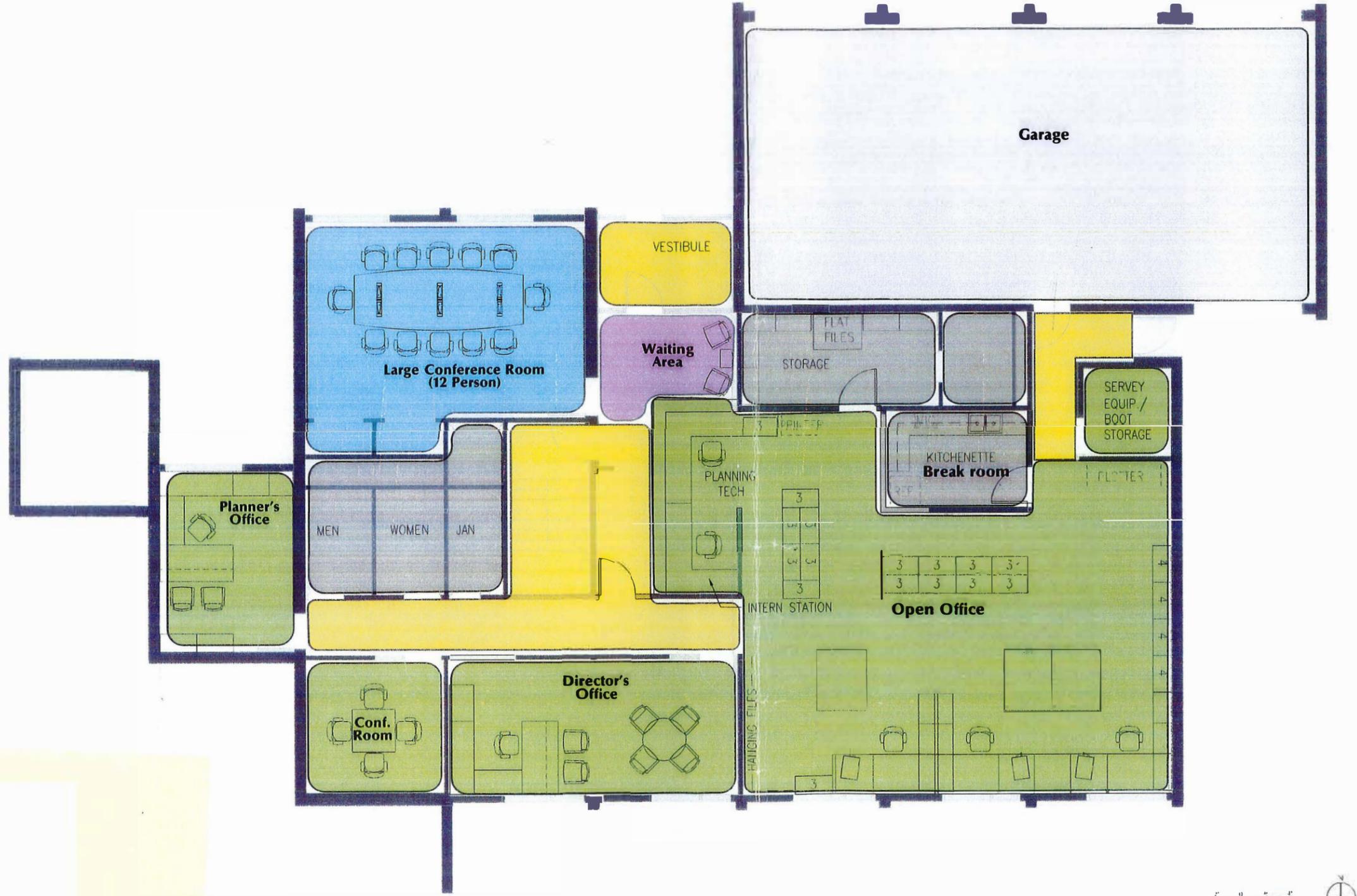
Supply and install countertop microwave and refrigerator w/ice-maker (owner select).

CLEANING AND TRASH REMOVAL

All excess materials and construction debris to be removed from premises. Contractor will be permitted to place trash container on property for duration of the project. Project area to be cleaned and ready for occupancy.

GENERAL

- Allowances to include shipping and delivery charges (the City is exempt from sales tax).
- Contractor to provide owner with list of approved suppliers of items to be selected.
- Contractor to obtain all necessary permits, arrange for required inspections, and pay for any associated costs.
- Owner to provide water and electrical power as needed during construction.
- Contractor and designated subcontractors will be given free access to construction area during daytime hours.
- Contractor and its subcontractors must have all professional and other licenses required perform work in the City of La Vista
- Contractor and its subcontractors shall maintain their own Workers' Compensation and Liability insurance and shall provide owner with certificates showing said coverage.



A-15

BANK NO BANK NAME
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1 BK NE CKG MAIN (600-873)

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121716	7/20/2016	3604	SARPY COUNTY PUBLIC WORKS	272,441.99			**MANUAL**
121717	7/25/2016	944	NE DEPT OF REVENUE-LOTT/51	85,314.00			**MANUAL**
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121723	8/02/2016	557	APWA-AMER PUBLIC WORKS ASSN	50.00			
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121725	8/02/2016	188	ASPHALT & CONCRETE MATERIALS	310.25			
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121728	8/02/2016	3058	BAXTER CHRYSLER DODGE JEEP RAM	63.19			
121729	8/02/2016	4037	BAXTER FORD 144TH & I-80	71.72			
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121733	8/02/2016	56	BOB'S RADIATOR REPAIR CO INC	498.00			
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121735	8/02/2016	76	BUILDERS SUPPLY CO INC	22.15			
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121742	8/02/2016	3176	COMP CHOICE INC	50.00			
121743	8/02/2016	313	CONRECO INCORPORATED	141.00			
121744	8/02/2016	4815	CONSOLIDATED MANAGEMENT	693.73			
121745	8/02/2016	468	CONTROL MASTERS INCORPORATED	5,300.00			
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121747	8/02/2016	707	CULLIGAN OF OMAHA	68.50			
121748	8/02/2016	4863	D & K PRODUCTS	19.00			
121749	8/02/2016	3408	DASH MEDICAL GLOVES	60.90			
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121755	8/02/2016	3892	DILLON BROS HARLEY DAVIDSON	401.99			
121756	8/02/2016	159	DXP ENTERPRISES INC	163.15			

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121757	8/02/2016	3334	EDGEWEAR SCREEN PRINTING	81.60			
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121760	8/02/2016	3415	FOCUS PRINTING	75.00			
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121762	8/02/2016	53	GCR TIRES & SERVICE	904.74			
121763	8/02/2016	285	GRAYBAR ELECTRIC COMPANY INC	179.12			
121764	8/02/2016	71	GREENKEEPER COMPANY INC	867.88			
121765	8/02/2016	4830	GT DISTRIBUTORS INC - AUSTIN	1,401.00			
121766	8/02/2016	1044	H & H CHEVROLET LLC	715.10			
121767	8/02/2016	3775	HARTS AUTO SUPPLY	188.00			
121768	8/02/2016	3549	HOLSTEIN'S HARLEY DAVIDSON	16.70			
121769	8/02/2016	526	HOT COFFEE SERVICE INC	25.75			
121770	8/02/2016	4151	HUNDEN STRATEGIC PARTNERS	940.36			
121771	8/02/2016	1612	HY-VEE INC	100.00			
121772	8/02/2016	2761	IA NE SD PRIMA CHAPTER	255.00			
121773	8/02/2016	696	IIMC	95.00			
121774	8/02/2016	1498	INDUSTRIAL SALES COMPANY INC	4.22			
121775	8/02/2016	2323	INGRAM LIBRARY SERVICES	1,867.88			
121776	8/02/2016	4851	J & J SMALL ENGINE SERVICE	320.72			
121777	8/02/2016	462	JENSEN WELL COMPANY INC	206.15			
121778	8/02/2016	100	JOHNSTONE SUPPLY CO	69.39			
121779	8/02/2016	3891	KEYPER SYSTEMS	66.13			
121780	8/02/2016	1054	MARK A KLINKER	200.00			
121781	8/02/2016	2057	LA VISTA COMMUNITY FOUNDATION	90.00			
121782	8/02/2016	4425	LANDPORT SYSTEMS INC	125.00			
121783	8/02/2016	1246	LAW ENFORCEMENT TARGETS INC	544.28			
121784	8/02/2016	942	LIBRA INDUSTRIES INC	17.95			
121785	8/02/2016	4784	LIBRARY IDEAS LLC	11.50			
121786	8/02/2016	3370	LIFEGUARD STORE INC	63.10			
121787	8/02/2016	1666	LINCOLN POLICE DEPARTMENT	84.98			
121788	8/02/2016	1573	LOGAN CONTRACTORS SUPPLY	757.55			
121789	8/02/2016	263	LOVELAND GRASS PAD	46.06			
121790	8/02/2016	838	LYMAN-RICHEY SAND & GRAVEL CO	275.56			
121791	8/02/2016	544	MAPA-METRO AREA PLANNING AGENCY	30.00			
121792	8/02/2016	877	MATHESON TRI-GAS INC	146.80			
121793	8/02/2016	346	MAX I WALKER UNIFORM RENTAL	558.47			
121794	8/02/2016	4943	MENARDS-RALSTON	332.40			
121795	8/02/2016	872	METROPOLITAN COMMUNITY COLLEGE	21,711.42			
121796	8/02/2016	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
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121800	8/02/2016	342	MUNICIPAL PIPE TOOL CO LLC	345,414.57			
121801	8/02/2016	464	WILLIAM MUSA	33.00			
121802	8/02/2016	911	NEBRASKA AIR FILTER INC	14.50			
121803	8/02/2016	3303	NEBRASKA WELDING LTD	42.10			
121804	8/02/2016	179	NUTS AND BOLTS INCORPORATED	18.81			
121805	8/02/2016	1808	OCLC INC	123.61			
121806	8/02/2016	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
121807	8/02/2016	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
121808	8/02/2016	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
121809	8/02/2016	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	

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121813	8/02/2016	109 OMNIGRAPHICS INC	81.85			
121814	8/02/2016	4884 ONSET COMPUTER CORPORATION	118.00			
121815	8/02/2016	4654 PAYFLEX SYSTEMS USA INC	251.55			
121816	8/02/2016	1769 PAYLESS OFFICE PRODUCTS INC	264.79			
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121821	8/02/2016	58 RAINBOW GLASS & SUPPLY	30.00			
121822	8/02/2016	191 READY MIXED CONCRETE COMPANY	1,889.64			
121823	8/02/2016	3774 RETRIEVE X	125.61			
121824	8/02/2016	25 RIVER CITY RECYCLING	85.00			
121825	8/02/2016	487 SAPP BROS PETROLEUM INC	345.00			
121826	8/02/2016	2240 SARPY COUNTY COURTHOUSE	4,100.37			
121827	8/02/2016	150 SARPY COUNTY TREASURER	2,550.50			
121828	8/02/2016	609 SARPY COUNTY TREASURER	25,000.00			
121829	8/02/2016	4062 SECURITY EQUIPMENT INC.	1,298.00			
121830	8/02/2016	738 SIGN IT	87.17			
121831	8/02/2016	115 SIRCHIE FINGER PRINT LABS	138.17			
121832	8/02/2016	452 SNAP-ON INDUSTRIAL TOOL	4,701.88			
121833	8/02/2016	3838 SPRINT	763.27			
121834	8/02/2016	3795 SUN COUNTRY DISTRIBUTING LTD	125.68			
121835	8/02/2016	4539 SWANK MOTION PICTURES INC	578.00			
121836	8/02/2016	264 TED'S MOWER SALES & SERVICE	29.87			
121837	8/02/2016	209 TGB INC	1,100.00			
121838	8/02/2016	4231 TORNADO WASH LLC	375.00			
121839	8/02/2016	4869 TRANS UNION RISK AND	25.00			
121840	8/02/2016	176 TURFWERKS	9.90			
121841	8/02/2016	269 UNITED SEEDS INCORPORATED	85.00			
121842	8/02/2016	4924 UNIVERSITY OF NEBRASKA-OMAHA	75.00			
121843	8/02/2016	4480 VAL VERDE ANIMAL HOSPITAL INC	30.87			
121844	8/02/2016	809 VERIZON WIRELESS	180.60			
121845	8/02/2016	809 VERIZON WIRELESS	91.08			
121846	8/02/2016	766 VIERREGGER ELECTRIC COMPANY	337.48			
121847	8/02/2016	1174 WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
121848	8/02/2016	1174 WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
121849	8/02/2016	1174 WAL-MART COMMUNITY BRC	2,861.40			
121850	8/02/2016	321 TERRY L WEAVER	20.00			
121851	8/02/2016	968 WICK'S STERLING TRUCKS INC	700.90			
1261149	7/20/2016	394 ELAN FINANCIAL SERVICES	42.99			**E-PAY**
1261151	7/20/2016	394 ELAN FINANCIAL SERVICES	114.25-	**CLEARED**	**VOIDED**	**E-PAY**
1261152	7/20/2016	394 ELAN FINANCIAL SERVICES	56.75-			**E-PAY**
1261153	7/20/2016	394 ELAN FINANCIAL SERVICES	123.75-			**E-PAY**
1261154	7/20/2016	394 ELAN FINANCIAL SERVICES	48.00			**E-PAY**
1261155	7/20/2016	394 ELAN FINANCIAL SERVICES	26.05			**E-PAY**
1261156	7/20/2016	394 ELAN FINANCIAL SERVICES	49.31			**E-PAY**
1261157	7/20/2016	394 ELAN FINANCIAL SERVICES	49.60			**E-PAY**
1261158	7/20/2016	394 ELAN FINANCIAL SERVICES	35.50			**E-PAY**
1261159	7/20/2016	394 ELAN FINANCIAL SERVICES	39.90			**E-PAY**
1261160	7/20/2016	394 ELAN FINANCIAL SERVICES	48.80			**E-PAY**

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1261161	7/20/2016	394 ELAN FINANCIAL SERVICES	38.10			**E-PAY**
1261162	7/20/2016	394 ELAN FINANCIAL SERVICES	1,201.84			**E-PAY**
1261163	7/20/2016	394 ELAN FINANCIAL SERVICES	36.25			**E-PAY**
1261164	7/20/2016	394 ELAN FINANCIAL SERVICES	233.75			**E-PAY**
1261165	7/20/2016	394 ELAN FINANCIAL SERVICES	48.00			**E-PAY**
1261166	7/20/2016	394 ELAN FINANCIAL SERVICES	19.90			**E-PAY**
1261167	7/20/2016	394 ELAN FINANCIAL SERVICES	532.62			**E-PAY**
1261168	7/20/2016	394 ELAN FINANCIAL SERVICES	55.83			**E-PAY**
1261169	7/20/2016	394 ELAN FINANCIAL SERVICES	2,172.14			**E-PAY**
1261170	7/20/2016	394 ELAN FINANCIAL SERVICES	67.24			**E-PAY**
1261171	7/20/2016	394 ELAN FINANCIAL SERVICES	73.57			**E-PAY**
1261172	7/20/2016	394 ELAN FINANCIAL SERVICES	7.69			**E-PAY**
1261173	7/20/2016	394 ELAN FINANCIAL SERVICES	39.00			**E-PAY**
1261174	7/20/2016	394 ELAN FINANCIAL SERVICES	22.00			**E-PAY**
1261175	7/20/2016	394 ELAN FINANCIAL SERVICES	442.23			**E-PAY**
1261176	7/20/2016	394 ELAN FINANCIAL SERVICES	60.00			**E-PAY**
1261177	7/20/2016	394 ELAN FINANCIAL SERVICES	57.10			**E-PAY**
1261178	7/20/2016	394 ELAN FINANCIAL SERVICES	76.95			**E-PAY**
1261179	7/20/2016	394 ELAN FINANCIAL SERVICES	22.83			**E-PAY**
1261180	7/20/2016	394 ELAN FINANCIAL SERVICES	197.96			**E-PAY**
1261181	7/20/2016	394 ELAN FINANCIAL SERVICES	119.47			**E-PAY**
1261182	7/20/2016	394 ELAN FINANCIAL SERVICES	67.56			**E-PAY**
1261183	7/20/2016	394 ELAN FINANCIAL SERVICES	46.66			**E-PAY**
1261184	7/20/2016	394 ELAN FINANCIAL SERVICES	50.00			**E-PAY**
1261185	7/20/2016	394 ELAN FINANCIAL SERVICES	590.88			**E-PAY**
1261186	7/20/2016	394 ELAN FINANCIAL SERVICES	81.17			**E-PAY**
1261187	7/20/2016	394 ELAN FINANCIAL SERVICES	37.67			**E-PAY**
1261188	7/20/2016	394 ELAN FINANCIAL SERVICES	114.25-			**E-PAY**
1261189	7/20/2016	394 ELAN FINANCIAL SERVICES	432.51			**E-PAY**
1261190	7/20/2016	394 ELAN FINANCIAL SERVICES	6.15			**E-PAY**

BANK TOTAL 2,364,473.00
 OUTSTANDING 2,364,473.00
 CLEARED 114.25-
 VOIDED 114.25-

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	115,327.76	115,327.76	.00	.00
02 SEWER FUND	807,568.15	807,568.15	.00	.00
04 BOND(S) DEBT SERVICE FUND	1,014,131.25	1,014,131.25	.00	.00
05 CONSTRUCTION	329,567.18	329,567.18	.00	.00
08 LOTTERY FUND	94,339.90	94,339.90	.00	114.25-
09 GOLF COURSE FUND	2,472.72	2,472.72	.00	.00
15 OFF-STREET PARKING	125.68	125.68	.00	.00
16 REDEVELOPMENT	940.36	940.36	.00	.00

APPROVED BY COUNCIL MEMBERS
 08/02/16

REPORT TOTAL 2,364,473.00
 OUTSTANDING 2,364,473.00
 CLEARED 114.25-
 VOIDED 114.25-

 COUNCIL MEMBER

Cover Letter (S193)	
Check Date :	07/29/2016-1
Period Range :	07/10/2016 TO 07/23/2016
Week Number :	Week #31

IMPORTANT TAX INFORMATION

Please be aware that you are responsible for the timely filing of employment tax returns and the timely payment of employment taxes for your employees, even if you have authorized a third party to file the returns and make the payments. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

Payroll Totals:

Checks

Total Regular Checks	0	0.00
Total Direct Deposits	206	208606.81
Total Manual Checks	0	0.00
Total 3rd Party Checks	0	0.00
Total Void Checks	0	0.00
Total COBRA Checks	0	0.00
Total Net Payroll	194 Items	208606.81

Total Billing Impound		462.89
Total Agency Checks	8	37134.89
Total Agency Checks DD	2	331.08
Total Agency Checks Void	0	0.00
Total Tax Deposit Checks	Tax deposit to be made by Payroll Maxx LLC	

Sum of Checks 246535.67

Total of Checks Printed	204 Items	
Total Tax Liability		91746.44
Total Workers Comp Liability		0.00

Total Payroll Liability 338282.11

Total Direct Deposits 208937.89

Total Debited From Account 338282.11

NEXT PERIOD DATES

Check Date: 08/12/2016 Week 33
 Period Begin: 07/24/2016
 Period End: 08/06/2016
 Call In Date: 08/09/2016 Week 32

Payroll rep: M Jodi

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
FISCAL YEARS 16/17 & 17/18 MUNICIPAL BUDGET	RESOLUTION ◆ ORDINANCES RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A public hearing has been scheduled and first reading of an ordinance has been prepared to adopt the proposed municipal budget for FY 16/17 and FY 17/18. Only first reading of the budget ordinance is requested at this time as the final valuation of the City will not be received from Sarpy County until August 20, 2016.

First reading of the Master Fee Ordinance has also been prepared for Council’s consideration.

FISCAL IMPACT

The proposed budget for FY 16/17 is \$74,155,291 and for FY 17/18 \$101,007,480 in all funds. The total proposed preliminary property tax request for FY 16/17 is for \$7.732.506 which will require a property tax levy of \$0.55 per \$100 dollars of assessed valuation.

The owner of a home valued at \$150,000 will pay \$825 in property taxes, or \$68.75 per month. The proposed budget has no increase in property taxes.

RECOMMENDATION

Approval of first reading of the Appropriations Ordinance and first reading of the Master Fee Ordinance.

BACKGROUND

The City Council held budget workshops on July 18 and 19, 2016. The proposed budget ordinance and Master Fee ordinance are based on the discussions from these meetings.

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2017 AND ENDING ON SEPTEMBER 30, 2018 SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE CERTIFICATION OF THE TAX LEVY HEREIN SENT TO THE COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.
 BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF LA VISTA, SARPY COUNTY, NEBRASKA.

Section 1. That after complying with all procedures required by law, the proposed budget presented and set forth in the budget statements, as amended, is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2016, through September 30, 2017 and the fiscal year beginning October 1, 2017, through September 30, 2018. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of La Vista. The following amounts appropriated shall be raised primarily as follows. A copy of the budget document, as amended, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska for use by the levying authority.

Fund	Proposed Budget of Disbursements and Transfers FY17	Proposed Budget of Disbursements and Transfers FY18	Amount to be Raised by Property Tax Levy FY17	Amount to be Raised by Property Tax Levy FY18
General Fund	17,193,106.00	17,875,217.00	5,764,232.00	5,764,232.00
Sewer Fund	3,789,972.00	4,559,137.00	0.00	0.00
Debt Service Fund	11,587,774.00	10,008,692.00	1,968,274.00	1,968,274.00
Lottery Fund	1,306,751.00	1,065,263.00	0.00	0.00
Golf Fund	158,295.00	0.00	0.00	0.00
Capital Fund	17,321,700.00	28,044,751.00	0.00	0.00
Economic Development	2,005,741.00	16,055,520.00	0.00	0.00
Off-Street Parking	595,619.00	585,523.00	0.00	0.00
Redevelopment Fund	20,196,333.00	22,813,377.00	0.00	0.00
Total All Funds	74,155,291.00	101,007,480.00	7,732,506.00	7,732,506.00

Section 2. This ordinance shall take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS _____ DAY OF SEPTEMBER, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ORDINANCE NO. 1259

AN ORDINANCE TO AMEND ORDINANCE NO. ~~1241~~1259, 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) permit fee (whichever is greater)	\$100 or 10% of building
Design Review (non-refundable)	
<u>Tenant Bay Façade Renovation</u>	<u>\$500 (min. fee or actual fee incurred)</u>
Bldgs. 24,999 sq. ft. or less	\$1,000 (min. fee) (or actual fee Incurred)
Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
Bldgs. 50,000 - 100,000 99,999+ sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)
Replacement Plan Review Fee fees	\$100 + Request for records
Engineer's Review	\$500
Rental Inspection Program	
License Fees:	
Multi-family Dwellings	\$6.00 per unit
Single-family Dwellings	\$50.00 per property
Duplex Dwellings	\$50.00 per unit
Additional Administrative Processing Fee (late fee)	\$100.00
Inspection Fees:	
Primary Inspection	No charge
Class B Property Inspection (after primary inspection):	
Violation corrected	No charge
Violation not corrected	See Re-inspection Fee below
Re-inspection Fee (no show or follow up inspection)	See Re-inspection Fee below
Re-inspection Fee	\$50 100.00

Penalty Fee	3x Regular permit fee
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)	\$150
Common Sign Plan	\$150
Temporary Sign Permit:	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Tower Development Permit	\$8,500(min fee) (or actual fee incurred)
Co-locates – Towers	\$5,000(min fee) (or actual fee incurred)
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 mechanical fee	\$30 Base fee + See
Plumbing Permits mechanical fee	\$30 Base fee + See
Sewer Repair Permit	\$30
Backflow protector permit backflow)	\$ 30 (\$22 permit & \$8
Underground Sprinklers fixture)	\$ 30 (\$22 issue fee & \$8
Electrical Permits electrical fee	\$30 Base Fee + See
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 Certificate	\$250 plus Insurance
Moving Permit (buildings 120 square feet or greater) Certificate	\$250 plus Insurance
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft (\$40 set up fee;
\$10 permit fee)	
City charge (if City performs curb grinds)	\$50 + \$6/ft (\$40 set up fee;
\$10 permit fee)	
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

FIRE INSPECTION FEES

Plan Review Fees

<u>Commercial Building</u>	<u>510% of building permit fee with a maximum of \$1,000</u>
Fire Sprinkler Plan Review	
1-20 devices	\$100
21-50 devices	\$200
51-100 devices	\$300
101-200 devices	\$400
201-500 devices	\$500
Over 500 devices	\$500 plus \$1.00 per device over 500
Fire Alarm Plan Review	\$50.00

Child Care Facilities:

0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00

Foster Care Homes:

Inspection	\$25.00
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Liquor Establishments:

Non-consumption establishments	\$60.00
Consumption establishments	\$85.00

Nursing Homes:

50 beds or less	\$55.00
51 to 100 beds	\$110.00
101 or more beds	\$160.00

Fire Alarm Inspection:

Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00

Sprinkler Contractor Certificate:

Annual	\$100.00
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Fuels Division:

Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)

Under ground Storage Tanks (Title 159, Chapter 2)

Farm, residential and heating oil tanks (tanks with a capacity of 1100 gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

GRADING PERMIT FEES

5 acres or less \$ 500

More than 5 acres	\$1,000
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ZONING FEES

Comprehensive Plan Amendment	\$500
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Zoning Map Amendment (rezoning)	\$500
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Zoning Text Amendment	\$500
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Zoning Verification Letter	\$50
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Subdivision Text Amendment	\$500
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Conditional Use Permit (1 acre or less)	\$300
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Conditional Use Permit (more than 1 acre)	\$500
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Conditional Use Permit Amendment	\$200
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Flood Plain Development Permit	\$500
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Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
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Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
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Final Platting	\$1000+additional fee of \$250 for review of revised drawings
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Subdivision Agreement	\$500 (min. fee) or actual fee incurred
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Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
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Replat	\$1500 +additional fee of \$250 for review of revised drawings
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Preliminary P.U.D. (includes rezoning fee)	\$1000 +additional fee of \$250 for review of revised drawings
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Final P.U.D.	\$500 1,000+additional fee of \$250 for review of revised drawings
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P.U.D. Amendment	\$500 (min. fee) or actual fee incurred
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Vacation of Plat and Right of Way Vacation	\$150
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Variance, Appeals, Map Interpretation (B.O.A.)	\$250
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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)	\$843 per dwelling unit
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High-Density Multi-Family Residential Development	\$3,710 per gross acre*
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Commercial/Industrial Development	\$4,497 per gross acre*
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*Computed to the nearest .01 acre.

<u>TIF Applicaton</u>	<u>\$TBD</u>
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<u>ROW (Right of Way) Permits</u>	<u>\$TBD</u>
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OCCUPATION TAXES

Publication fees	\$10 <u>Actual cost</u>
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
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 detached facility.	\$250 plus \$75/each
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls (Additional fee for Restaurant or Bar if applicable)	\$ 50/year + \$10/table or alley
Car washes vending machines)	\$100 (includes all vacuum & supply
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 exempt)	5% of gross receipts (non-profits
Games of Chance/Lotteries exempt)	5% of gross receipts (non-profits
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 classifications(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 car wash	\$ 75 + \$25.00 for attached
Telephone Companies (includes land lines, wireless, cellular, and mobile)	5% of gross receipts
Telephone Surcharge - 911	\$1.00 per line per month
Tobacco License Statute)	\$ 15 (based on State
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
<u>OTHER FEES</u>	
Barricades	
Deposit Fee(returnable)	\$ 60/barricade
Block Parties/Special Event	\$ 5/barricade per day
Construction Use	\$30 ea. (7 days maximum)
Blasting Permit	\$1,000
Bucket Truck Rental w/operator	\$150 per hour
Community Garden Plot Rental	\$20 annually
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	\$ 10 + Boarding Costs
MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	
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 State
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	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30
Future Land Use Map	\$5 11"x17" \$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 ¼ 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

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 Emergency Base	\$600
ALS Emergency Level 1	\$700
ALS Emergency Level 2	\$800
Mileage Rural	\$ 14

LIBRARY FEES

Membership (Non-Resident Family) 6 month \$ 35.00

1 year \$ 60.00
 1 month \$ 7.00

Fax \$2.00 up to 5 pages
 Fines

Books \$.05/day
 Audio Books \$.10/day
 Videos/DVDs/CDs \$ 1.00/day
 Videos \$.10/day

Damaged & Lost Books cost \$5.00 processing fee + actual cost

Videos /DVDs/CDs cost \$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 \$10.00 per week

RECREATION FEES

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

Late Registration Fee \$10.00
Community Center

Resident Non-Resident Business Groups

Facility Rental

Gym (1/2 Gym)	\$ 38/Hour	\$ 75/Hour	\$ 75/Hour
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
Club House	\$ 24.Hour	\$ 44/Hour	\$ 54/Hour

Facility Usage

Daily Visit (19 and up) \$ 3.00 \$ 4.00
 Daily Visit (Seniors +55) \$ -0- \$ 2.00

Fitness Room (19 and up) 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

Community Garden Plot Rental \$20 per season

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

Classes

	<u>Contractor</u> 75%	<u>City</u> 25%
Contract Instructor Does Registration and Collects Fees		
Other Facilities:		
	<u>Resident</u>	<u>Non-Resident</u>
Tournament Fees 30/Team/Tournament	\$ 30/Team/Tournament	\$
Gate/Admission Fee	\$ 40/Field/Day	\$ 40/Field/Day
Model Airplane Flying	10% of Gross	
Field Pass	\$30*	\$40*
	* includes \$10 club membership 1 – year license	
Field Rentals	\$40/2 hours	Resident and Non-Resident
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 T-Ball Ages 5-6	\$ 45/55	\$60/70
Coed Softball/Baseball Ages 7-8	\$ 45/50/65/60	\$60/65/70/75
Softball/Baseball Ages 9-10	\$ 60/65/70/75	\$80/85/90/95
Softball/Baseball Ages 11-12	\$ 70/75/80/85	\$100/105/110/115
Softball/Baseball Ages 13-14	\$ 85/95	\$ 105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150
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 Grades 3-8	\$ 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 Adult Recreation
Programs		
Adult Spring Softball – Single	\$215	\$15
Adult Spring Softball – Double	\$420	\$420
Adult Basketball	\$145	\$145
Adult Volleyball	\$110	\$110
Adult Fall Softball – Single	\$120	\$120
Adult Fall Softball – Double	\$235	\$235
Senior Spring Softball	\$15 per game per team	
Senior Fall Softball	\$17 per game per team	

Golf Green Fees

October 1st – February 28th

9-hole Weekdays (adults)	\$ 9.50
9-hole Weekends – Sa – Su (adults)	\$ 11.00
18-hole Weekdays (adults)	\$15.50
18-hole Weekends – Sa – Su (adults)	\$17.00
9-hole Weekdays – M-F (jr/sr)	\$ 6.50
9-hole Weekends – Sa-Su (jr/sr)	\$ 8.50
18-hole Weekdays – M-F (jr/sr)	\$11.50
18-hole Weekends – Sa-Su (jr/sr)	\$13.50
Pull Carts	\$ 2.50
Rental Clubs	\$ 7.00
Electric Carts – 9-hole	\$6.50
Electric Carts – 18-hole	\$9.50

March 1st – September 30th

9-hole Weekdays (adults)	\$ 11.00
9-hole Weekends – Sa – Su (adults)	\$13.00
18-hole Weekdays (adults)	\$17.00
18-hole Weekends – Sa – Su (adults)	\$19.00
9-hole Weekdays – M-F (jr/sr)	\$ 8.50
9-hole Weekends – Sa-Su (jr/sr)	\$ 10.50 sr/jr.
18-hole Weekdays – M-F (jr/sr)	\$13.50
18-hole Weekends – Sa-Su (jr/sr)	\$ 15.50 sr/jr.
<hr/>	
Pull Carts	\$ 2.50
Rental Clubs	\$ 7.00
Electric Carts – 9-hole	\$ 7.00
Electric Carts – 18-hole	\$ 11.00

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)	\$450.00
Senior (55 over)	\$350.00
Junior (15 under)	\$350.00
Family	\$800.00

Discount Cards

(Adult Rates)

12 rounds	\$110.00
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(Jr./Sr. Rates)

12 rounds	\$85.00
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Foot Golf Green Fees

October 1st – February 28th

Adult (14yrs – over)	\$ 9.50
Jr (13yrs – under)	\$ 6.50
Electric Carts – 9-hole	\$ 6.50
Electric Carts – 18-hole	\$ 9.50
Ball Rental	\$ 3.00
Birthday Parties (13yrs – under)	\$12.75

March 1st – September 30th

Adult (14yrs – over)	\$11.00
Jr (13yrs – under)	\$ 8.50
Electric Carts – 9-hole	\$ 7.00
Electric Carts – 18-hole	\$11.00
Ball Rental	\$ 3.00
Birthday Parties (13yrs – under)	\$12.75

<u>Clubhouse Rental Fee</u>	
	Resident \$25.00
	Non-Resident \$35.00
	Business Groups \$45.00

Special Services Van Fees

Zone 1 Trip within city limits (LaVista & Ralston) way Includes trips to grocery stores and senior center	\$1.00 one
Zone 2 Trip outside city limits	\$3.00 one way
Zone 3 Trip outside city limits way	\$10.00 one
Bus pass (each punch is worth \$1.00)	\$30.00

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 - ~~\$9.17~~10.09 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 - ~~\$9.17~~10.09 per month plus an amount equal to ~~\$4.823~~8.82 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 - ~~\$9.84~~10.82 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of

\$19,8420.82. 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 \$2,682.94 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	<u>\$4,1001,166</u>
Duplex	<u>\$4,1001,166/unit</u>
Multiple Family	\$ <u>858909/unit</u>
Commercial/Industrial	<u>\$5,9736,331/acre</u> of land as platted

The fee for commercial (including industrial) shall be computed on the basis of \$5,9736,331 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 ~~4ST~~ DAY OF SEPTEMBER, ~~2015~~2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

**CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
84 TH ST. REDEVELOPMENT AREA - RECOMMEND REDEVELOPMENT PLAN AMENDMENT NO. 1	◆ RESOLUTION	ANN BIRCH
	ORDINANCE RECEIVE/FILE	COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared for the La Vista Community Development Agency to recommend to the City Council Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area.

FISCAL IMPACT

An economic impact analysis has been prepared by Hunden Strategic Partners. The analysis concludes that the proposed project is feasible (a copy will be available at the Council meeting).

RECOMMENDATION

Approval, subject to adoption of the Comprehensive Plan Amendment to incorporate Redevelopment Plan Amendment No. 1.

BACKGROUND

The Mayor and City Council, on behalf of the City and after review and recommendation of the Planning Commission and satisfying all notice, public hearing and other applicable requirements, by Resolution 12-011 declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment.

On July 16, 2013, the Community Development Agency adopted and recommended approval of the *Redevelopment Plan for the 84th Street Redevelopment Area* through Resolution No. 13-064. Also, on July 16, 2013, the City Council approved Resolution No. 13-065 approving of the *Redevelopment Plan for the 84th Street Redevelopment Area*.

An amendment to the redevelopment plan, titled "Redevelopment Plan for the 84th Street Redevelopment Area - Amendment No. 1" (Redevelopment Plan Amendment" or "Amendment") has been prepared as presented at this meeting. Among other things, this Amendment includes a mixed use redevelopment project and a public improvement redevelopment project within the 84th Street Redevelopment Area, and related redevelopment plan provisions. The redevelopment projects described in the Amendment focus in the vicinity of the Brentwood Crossing area because that is where the decline of the 84th Street Redevelopment Area began more than ten years ago. The commercial buildings in the area, among other things, generally are vacant, outdated, and subject to repeated trespass and vandalism, and they do not fit the overall vision and plans to eliminate the

substandard and blighted area. The substandard and blighted area is a threat to the stability and vitality of the City. The amendment and projects are recommended in the public interest and necessary to eliminate and prevent recurrence of the substandard and blighted area. City staff has prepared and is proposing by separate action an amendment to the Comprehensive Development Plan to incorporate the *Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 1* into said Comprehensive Development Plan (“Comprehensive Plan Amendment”).

The Planning Commission on July 21, 2016 held a public hearing and reviewed and recommended the Redevelopment Plan Amendment as in conformity with the Comprehensive Plan, subject to, among other things, Council adoption of the Comprehensive Plan Amendment. An item is included on the agenda for this purpose; that is, to amend the Comprehensive Plan by adopting the Comprehensive Plan Amendment. The written recommendation of the Planning Commission is on file with the City Clerk. A recommendation of the La Vista Community Development Agency is scheduled for consideration earlier in this meeting agenda. The notice of public hearing of the City Council on the proposed Redevelopment Plan Amendment was published and provided in accordance with applicable law.

RESOLUTION NO. _____

A RESOLUTION OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY ADOPTING AND RECOMMENDING AMENDMENT NO. 1 TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA PURSUANT TO NEBRASKA STATUTES, SECTIONS 18-2101 THROUGH 18-2154.

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

- I. **FINDINGS.** The Mayor and City Council hereby find and determine as follows:
 - A. A general plan for the development of the City as a whole currently exists as the La Vista Comprehensive Plan ("Comprehensive Development Plan").
 - B. The Mayor and City Council, on behalf of the City and after review and recommendation of the Planning Commission and satisfying all notice, public hearing and other applicable requirements, by Resolution No.12-011 declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment.
 - C. The City, upon recommendation of the Agency and Planning Commission, on July 16, 2013 approved a Redevelopment Plan "84th Street Redevelopment Area" ("Redevelopment Plan"), which Redevelopment Plan included an initial redevelopment project to acquire and clear portions of the 84th Street Redevelopment Area primarily to eliminate and prevent recurrence of the substandard and blighted area.
 - D. Amendment No. 1 to the Redevelopment Plan is presented at this meeting as prepared or caused to be prepared by the Agency ("Redevelopment Plan Amendment"), which Redevelopment Plan Amendment includes a Mixed Use Redevelopment Project and Public Improvement Redevelopment Project. The Redevelopment Plan Amendment supersedes and controls over any provisions of the initial Redevelopment Plan to the extent any of the provisions of the initial Redevelopment Plan is inconsistent with the Redevelopment Plan Amendment, and all provisions of the Redevelopment Plan are deemed revised, modified, and amended to be consistent with the provisions of this Redevelopment Plan Amendment. Terms and conditions of the Redevelopment Plan as initially adopted shall continue in effect except as modified by the Redevelopment Plan Amendment.
 - E. The Agency, in initially recommending and adopting the Redevelopment Plan, designated the substandard and blighted Redevelopment Area as appropriate for one or more renewal projects, which designation the Agency, in recommending and adopting this Redevelopment Plan

Amendment, ratifies and affirms. Accordingly, the 84th Street Redevelopment Area is a community redevelopment area and all works or undertakings in accordance with the projects described in this Redevelopment Plan Amendment or otherwise in accordance with the Community Development Law constitute redevelopment projects under the Community Development Law, and the area may be designated an enhanced employment area eligible for imposition of an occupation tax.

- F. City Staff has prepared and is proposing by separate action of the Mayor and City Council on behalf of the City an amendment to the Comprehensive Development Plan to incorporate the Redevelopment Plan Amendment, as finally approved, into said Comprehensive Development Plan (“Proposed Comprehensive Plan Amendment”).
- G. The proposed Redevelopment Plan Amendment and Redevelopment Plan as amended:
 - 1. Is for one or more community redevelopment areas, or redevelopment projects, which conforms to the general plan for the City as a whole, as set forth in the City’s Comprehensive Development Plan, subject to City Council approval of the Proposed Comprehensive Plan Amendment, and is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements, and
 - 2. Is sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in each redevelopment project area, and
 - 3. Includes among other things:
 - a. The boundaries of each redevelopment project area, with a map showing the existing uses and condition of the real property therein,
 - b. A land-use plan showing proposed uses of each area,
 - c. Information regarding standards of population densities, land coverage and building intensities in each area after redevelopment,
 - d. A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinance,

- e. A site plan of each area,
 - f. A statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in each area after redevelopment, and
 - g. Proposal for the designation of an enhanced employment area.
4. The Agency submitted said Redevelopment Plan Amendment to the Planning Commission of the City of La Vista for review and recommendations as to its conformity with the Comprehensive Development Plan of the City.
 5. The Planning Commission, after required notice, held a public hearing on the proposed Redevelopment Plan Amendment.
 6. The Planning Commission after said hearing reviewed the proposed Redevelopment Plan Amendment and, taking into consideration all relevant factors including the Proposed Comprehensive Plan Amendment and any public comments at the public hearing, made findings and recommendations with respect to the proposed Redevelopment Plan Amendment, including that the proposed Redevelopment Plan Amendment is in conformity with the Comprehensive Development Plan of the City, which findings and recommendations were subject to various conditions including City Council approval of the Proposed Comprehensive Plan Amendment, and the Planning Commission recommended the Redevelopment Plan Amendment for approval. The findings and recommendations were submitted and presented to the Agency, as well as to the City Council with the proposed Redevelopment Plan Amendment, as on file with the City Clerk. The Planning Commission also considered and recommended the Proposed Comprehensive Plan Amendment for approval.
 7. Prior to recommending the Redevelopment Plan to the City Council for approval, the Agency considered the following: Whether the proposed land uses and building requirements in each redevelopment project area are designed with the general purpose of accomplishing, in conformance with the City's Comprehensive Development Plan (subject to City Council adoption of the Proposed Comprehensive Plan Amendment) a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population,

the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Mixed Use Redevelopment Project includes the use of funds authorized by Neb. Rev. Stat. Section 18-2147 ("TIF") and a cost-benefit analysis was conducted using a model developed for use by local projects which considered and analyzed:

- a. Tax shifts resulting from the approval of the use of funds pursuant to Neb. Rev. Stat. Section 18-2147,
- b. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project,
- c. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project,
- d. Impacts on other employers and employees within the City and immediate area that are located outside the boundaries of the area of the redevelopment project, and
- e. Any other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project.

H. All applicable requirements of the Agency with respect to the proposed Redevelopment Plan Amendment, including any notice or hearing requirements, have been satisfied.

II. RECOMMENDATION OF REDEVELOPMENT PLAN AMENDMENT. Based on the foregoing and all other relevant factors, including any public comment at the public hearing, the Agency adopts and recommends the Redevelopment Plan Amendment to the City Council for approval, subject to City Council adoption of the Proposed Comprehensive Plan Amendment. This recommendation includes the following:

A. The recommendation of the Planning Commission concerning the Redevelopment Plan Amendment; and

B. The following statements:

1. The proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project areas, and estimated proceeds or revenue from its disposal to redevelopers are as follows:

- i. Total estimated cost of all City and Agency work or improvements connected with the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project: \$54.1 million, which includes:
 - 1. Acquisition of Property for City Improvements by voluntary acquisition and conveyance: estimated \$5 million
 - 2. Demolition and Site Preparation, including any related rights or interests in property acquired by voluntary acquisition and conveyance to carry out the work: estimated \$5 million -\$7 million.
 - ii. Estimated proceeds or revenue from its disposal to redevelopers: It is projected, with the exception of potential property disposed of as demolition waste pursuant to Demolition and Site Preparation, the only disposal would be two parcels on the existing southwestern slope of the golf course totaling approximately 1 acre that the City would exchanged for equivalent parcels of Property for City Improvements.
2. The proposed method of financing the redevelopment projects is provided in the Redevelopment Plan Amendment or Redevelopment Plan as amended; and
 3. A feasible method proposed for the relocation of families to be displaced from the redevelopment project areas, if any, is provided in the Redevelopment Plan Amendment or Redevelopment Plan as amended.

III. FURTHER ACTIONS. The Mayor or City Administrator, or his or her designee, in addition to any other person specified in the Redevelopment Plan Amendment, Redevelopment Plan, as amended, or any redevelopment contract or otherwise, is hereby authorized to take such further actions on behalf of the Agency as are necessary or appropriate to implement the Redevelopment Plan Amendment and the Redevelopment Plan as amended approved by the City Council, or to carry out the actions approved in this Resolution.

PASSED AND APPROVED THIS _____ DAY OF _____, _____.

LA VISTA COMMUNITY DEVELOPMENT AGENCY

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC

City Clerk

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Redevelopment Plan for the 84th Street Redevelopment Area Amendment No. 1

The Redevelopment Plan for the 84th Street Redevelopment Area (“Redevelopment Area”) originally adopted by Resolution No. 13-065 of the City Council of the City of La Vista, Nebraska (“Redevelopment Plan”) is hereby amended to provide for a mixed use redevelopment project and a public improvement redevelopment project within the Redevelopment Area, and related redevelopment plan provisions as follows (“Amendment”):

Preliminary Statement

Before adopting the Redevelopment Plan, the entire Redevelopment Area was declared by City Council Resolution No. 12-011, in accordance with all applicable statutory requirements, substandard and blighted and in need of redevelopment. The La Vista Community Development Agency (“CDA”) subsequently was created and may exercise all power and authority of a community redevelopment authority under the Community Development Law.

The CDA, in recommending and adopting the Redevelopment Plan, designated the substandard and blighted Redevelopment Area as appropriate for one or more redevelopment projects, which designation the CDA, in recommending and adopting this Amendment, ratifies and affirms. Accordingly, the Redevelopment Area is a community redevelopment area and all works or undertakings in accordance with the projects described in this Amendment or otherwise in accordance with the Community Development Law constitute redevelopment projects under Neb. Rev. Stat. Section 18-2103(12).

The redevelopment projects described in this Amendment focus in the vicinity of the Brentwood Crossing area because that is where the decline of the Redevelopment Area began more than ten years ago with the announced departure of the Walmart retail store, followed by most of the other businesses in the area. The commercial buildings in the area, among other things, generally are vacant, outdated, and subject to repeated trespass and vandalism; and they do not fit the overall vision and plans to eliminate and prevent recurrence of the substandard and blighted area. This area is where the City and CDA have determined to focus first to begin eliminating and preventing recurrence of the substandard and blighted area.

The substandard and blighted area is a threat to the stability and vitality of the City. The City by adopting this Amendment finds and determines that public and private actions, improvements, works, and resources as provided in this Amendment are in the public interest and necessary to eliminate and prevent recurrence of the substandard and blighted area. The projects provided in this Amendment have the potential to be catalysts for other projects to eliminate and prevent recurrence of the substandard and blighted Redevelopment Area, in addition to providing new residential, employment, shopping, recreational, restaurant and entertainment options and amenities to the residents of La Vista and additional tax revenues to the City.

Section 1. City Centre Mixed Use Redevelopment Project.

- 1) The Brentwood Crossing area is comprised of multiple lots owned by multiple entities controlled by a nonresident who over the years did not indicate the willingness or interest in participating in efforts to prevent, or eliminate and prevent recurrence of, the substandard and blighted Redevelopment Area. The Redevelopment Plan as originally adopted included an Initial Redevelopment Project that in part provided for the CDA to acquire the Initial Redevelopment Project Area depicted in Illustration 7 of the Redevelopment Plan to eliminate and prevent recurrence of the substandard and blighted Redevelopment Area or otherwise carry out the Plan or Community Development Law.
- 2) La Vista City Centre, LLC, a Nebraska limited liability company (“Redeveloper”) proposes to acquire property including the Initial Redevelopment Project Area as described or depicted in Exhibit 1-2(A) (“Property”) for proposed mixed use redevelopment initially projected to include improvements and facilities described or depicted in Exhibit 1-2(B).
- 3) Redeveloper submitted a redevelopment project application which is attached as Exhibit 1-3 and incorporated herein by this reference.
- 4) Redeveloper represents that Redeveloper has a purchase agreement for the Property, as evidenced in attached Exhibit 1-4. The CDA as a result will not acquire the underlying ground or owner improvements pursuant to the Initial Redevelopment Project, provided the Redeveloper acquires and carries out the mixed use redevelopment project in accordance with this Amendment and applicable timeframes, contracts, documents and instruments. The CDA pursuant to a redevelopment contract or other agreement or instrument may provide for acquisition of some or all of the Initial Redevelopment Project Area or improvements or interests thereon or therein if Redeveloper fails to perform as required, or as otherwise may be required to carry out this Amendment.
- 5) Boundaries of the Mixed Use Redevelopment Project Area. The Property, together with other areas depicted in Exhibit 1-5 and all right of way of adjacent streets, will constitute the mixed use redevelopment project area (“Mixed Use Redevelopment Project Area”).
- 6) Map Showing Existing Conditions and Uses. A map of existing conditions and uses of real property in the Mixed Use Redevelopment Project Area is provided in Exhibit 1-6. Existing conditions and uses generally include a vacant shopping center, originally anchored by a Walmart retail store, expansive paved parking areas, and several outlots that also have significant vacancies. The Property is comprised of multiple lots owned by multiple entities and controlled by a nonresident who has shown no interest in preventing, or eliminating and preventing recurrence of, the substandard and blighted area. The Mixed Use Redevelopment Project Area also includes portions of the southwestern slope of the La Vista Falls golf course adjacent to the Property to be exchanged in partial consideration for parcels needed for proposed public recreational areas. Only a few remaining businesses operate on the outlots, including a First National Bank branch location and Chili’s and McDonald’s restaurants. Existing conditions and uses in the Mixed Use Redevelopment Project Area initially were described in the Blight/Substandard Determination Study for the 84th Street Redevelopment Area, and since then conditions have worsened. Existing layout, facilities and uses principally are outdated, functionally or economically obsolete, continuing to

deteriorate, and do not fit the overall vision and long term plans for eliminating and preventing recurrence of the substandard and blighted area, as initially described in concept in “Vision 84” adopted by the City Council in April 2010. The Redeveloper as the anticipated future owner of the Property shares the vision and long term plans for the area and as they relate to the Property.

- 7) Land-Use Plan Showing Proposed Uses of the Area. The preliminary land-use plan showing potential uses of the Mixed Use Redevelopment Project Area after redevelopment is contained in Exhibits 1-7(A) and 1-7(B). The uses would be consistent with the vision and long term plans of the City. The hope is that the few remaining businesses currently operating on the Property will be considered for possible participation in the proposed mixed use redevelopment project. This type of mixed use redevelopment project and its proximity to Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to other major streets and I-80, is anticipated to facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area.
- 8) Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities and densities in the Mixed Use Redevelopment Project Area, after redevelopment, to the extent not specified elsewhere in this Plan, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended.
- 9) Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected to include those changes described or depicted in Exhibits 1-9(A) - 1-9(E).
- 10) Site Plan of Mixed Use Redevelopment Project Area. A preliminary site plan of the Mixed Use Redevelopment Project Area is contained in Exhibit 1-10. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the CDA or City or as provided in the redevelopment contract or subdivision agreement, laws or regulations.
- 11) Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Mixed Use Redevelopment Area after redevelopment are preliminarily projected to include facilities or utilities described or depicted in Exhibit 1-11.
- 12) Building requirements. Except as otherwise provided by agreement of the CDA and Redeveloper in a redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.
- 13) The mixed use redevelopment project and plan, contemplating and including participation of the City or CDA as provided herein or otherwise determined by the City or CDA necessary

or appropriate to carry out the project or plan to the fullest extent permitted by applicable law, is hereby approved, which shall include the following (“Mixed Use Redevelopment Project”):

- a) Redeveloper at its cost will acquire the Property principally for mixed use redevelopment. A preliminary conceptual rendering of the Mixed Use Redevelopment Project is contained in Exhibit 1-13(A), the final version of which, with any additions, subtractions, or modifications, will be subject to (i) approval of the CDA or City, or City Engineer, City Administrator, or his or her designee, or otherwise in accordance with any applicable agreement, instrument, laws or regulations, and (ii) any subsequent additions, subtractions, or modifications as approved by the CDA or City, or City Engineer, City Administrator, or his or her designee from time to time, or otherwise in accordance with any applicable agreement, instrument, laws or regulations, to include without limitation, any changes to layout, design, components, features, uses, or phasing of the project, or types, dimensions, or locations of particular facilities, improvements or uses.
- b) Zoning of the Property as provided in Exhibit 1-13(B) is consistent with the Future Zoning Map attached as Exhibit 1-13(E), and accommodates the Mixed Use Redevelopment Project. The Future Zoning Map generally is in conformance with the Comprehensive Plan, as amended to incorporate this Amendment, and specifically the Future Land Use Map attached as Exhibit 1-13(F).
- c) Redeveloper at its cost will finance, fund, acquire, and pay for the Property and finance, fund, design, construct, develop, equip, operate, maintain, replace, repair, and pay for all improvements and work of or connected with the Mixed Use Redevelopment Project, except as otherwise provided in this Amendment No. 1 or by agreement of the Redeveloper and the City or CDA, (“Mixed Use Improvements”), or at its cost provide for the Mixed Use Improvements to be provided. A preliminary depiction or description of the Mixed Use Improvements is contained in Exhibit 1-3, the final version of which, with any additions, subtractions, or modifications, will be subject to (i) such approval as required by applicable redevelopment or subdivision agreement, laws or regulations, and (ii) any subsequent additions, subtractions, or modifications as approved in accordance with such redevelopment or subdivision agreement, laws or regulations.
- d) The Redevelopment Plan as originally adopted provided for the CDA, to eliminate or prevent recurrence of substandard and blighted areas or otherwise carry out the Redevelopment Plan or applicable law, to demolish, clear, dispose of, improve and prepare the Property, or improvements thereon or therein. CDA, to eliminate or prevent recurrence of substandard and blighted areas or otherwise carry out the Redevelopment Plan or applicable law, intends to perform or provide for such work under the Redevelopment Plan as amended by this Amendment. Not in limitation of the foregoing, CDA will demolish, clear, remove, dispose of, improve and prepare the Property, or adjacent properties, or improvements thereon or therein, or any parts thereof, as the City Engineer determines necessary or appropriate, to include without limitation, demolition of existing buildings, pavement, or other structures or improvements; removal, scrap, discard, sale, or other disposal of materials, property or debris; installation, enhancement,

removal, relocation or otherwise assisting with relocation of utilities; grading or site preparation; and other improvements; or to provide for the same (“Demolition and Site Preparation”). A preliminary depiction or description of the Demolition and Site Preparation is contained in Exhibit 1-11, the final version of which, with any additions, subtractions, or modifications, will be subject to (i) approval of the CDA or City, or City Engineer, City Administrator, or his or her designee, or otherwise in accordance with any applicable agreement, instrument, laws or regulations, and (ii) any subsequent additions, subtractions, or modifications as approved by the CDA or City, or City Engineer, City Administrator, or his or her designee from time to time, or otherwise in accordance with any applicable agreement, instrument, laws or regulations.

CDA and City each, by and through the City Administrator, City Engineer, or his or her designee, shall have and be permitted to take all actions and exercise all rights, powers and authority to carry out the Demolition and Site Preparation, including without limitation, authorizing or approving any expenditures, payments, orders, warrants, requisitions, or disbursements of any funds; obtaining, providing, or entering all agreements, instruments, rights, interests, permissions, or consents of or with any owners or other persons having any interests in property or improvements thereon as necessary or appropriate to prepare, proceed with or perform Demolition and Site Preparation; obtaining all necessary permission and rights of tenants or others to demolish and remove any tenant improvements, to plan and prepare the Property or any improvements for Demolition and Site Preparation, or to carry out or have any other person carry out any Demolition and Site Preparation or related work. Acquisition or conveyance by CDA or City of rights or interests in real or personal property, or other rights or interests, or providing for relocation, in connection with demolition or clearance of leasehold improvements or otherwise to carry out Demolition and Site Preparation shall be authorized and deemed to be necessary or incidental to the Mixed Use Redevelopment Project, proper clearance, development, or redevelopment of the substandard and blighted 84th Street Redevelopment Area, and eliminating and preventing recurrence of the substandard and blighted Area. The City and CDA in adopting this Amendment each finds and determines pursuant to Neb. Rev. Stat. Section 18-2122 that acquisition of any such property is necessary for the Mixed Use Redevelopment Project or for its purposes under Neb. Rev. Stat. Sections 18-2101 to 18-2144. City and CDA each shall be authorized to take all additional actions and acquire all additional rights or interests as the City Engineer, City Administrator, or his or her designee determines necessary or appropriate to acquire such property.

Preliminary estimated costs of Demolition and Site Preparation are provided in Exhibit 1-13(G). Actual Demolition and Site Preparation and related work and costs will be subject to (i) approval of the CDA or City, or City Engineer, City Administrator, or his or her designee, or otherwise in accordance with any applicable agreement, instrument, laws or regulations, and (ii) any subsequent additions, subtractions, or modifications as approved by the CDA or City, or City Engineer, City Administrator, or his or her designee from time to time, or otherwise in accordance with any applicable agreement, instrument, laws or regulations. The City or CDA will pay all costs connected with Demolition and Site Preparation as it may from time to time determine or agree; provided, however, (i) “fund”

as used in any such agreement or determination in connection with payment of Demolition and Site Preparation or other costs, unless another meaning is intended by the context, shall be synonymous with and mean “pay;” and (ii) the intent is for the City to directly pay all costs of Demolition and Site Preparation from the additional half cent sales tax or other sources. It is anticipated that work will be performed primarily by contractors. The City or CDA or its designee from time to time will be authorized to take or delegate to one or more persons any actions as necessary or appropriate to carry out the Demolition and Site Preparation. All actions of the City or CDA as the City Engineer determines necessary or appropriate to perform, provide for or otherwise carry out the Demolition and Site Preparation are authorized.

- e) In addition to and not in limitation of other provisions of this Amendment or the Redevelopment Plan as amended, the following shall be part of the Mixed Use Redevelopment Project under this Section 1:
 - i) The CDA and City each shall have the power to perform or provide for any other work or undertaking described in Neb. Rev. Stat. Section 18-2103(12) in the Redevelopment Area;
 - ii) The CDA or City, as the case may be, shall be authorized to exercise all powers provided it under Neb. Rev. Stat. Section 18-2107 in the Redevelopment Area; and
 - iii) The City for the purpose of aiding and cooperating in the planning, undertaking, or carrying out of any redevelopment projects in the Redevelopment Area shall be authorized to exercise all powers provided under Neb. Rev. Stat. Section 18-2138.
- f) The project described in this Section 1 will be a multi-year project, projected to begin within six months after approval of this Amendment. Performance of respective obligations of parties under this Section 1 will be according to a schedule approved by the City or CDA, or the City Engineer or City Administrator, or his or her designee, subject to any subsequent additions, subtractions or other modifications from time to time as approved by the City or CDA, or the City Engineer or City Administrator, or his or her designee (“Applicable Schedule”).

Any lots, areas, improvements, or work within or serving the Property or nearby areas, or any buildings, facilities, or other improvements thereon or therein, may be acquired, owned, developed, constructed, completed, or performed as separate phases or projects, each of which shall constitute a separate redevelopment project for purposes of the Community Development Law, this Redevelopment Plan, and the Mixed Use Redevelopment Project. Each separate redevelopment project will be referred to herein as an “Individual Mixed Use Redevelopment Project” and two or more such separate redevelopment projects will be referred to herein as “Individual Mixed Use Redevelopment Projects”. All Individual Mixed Use Redevelopment Projects together shall comprise and constitute the overall Mixed Use Redevelopment Project. All such Individual Mixed Use Redevelopment Projects, and all persons having or claiming any rights or interests in any such Individual Mixed Use Redevelopment Projects, shall be subject to this Redevelopment Plan, and this Redevelopment Plan shall be deemed to

constitute the redevelopment plan for each and all of the Individual Mixed Use Redevelopment Projects for purposes of the Community Development Law.

- g) Tax increment financing pursuant to applicable laws, including Neb. Rev. Stat. Section 18-2147, shall be permitted from time to time for or pursuant to the Mixed Use Redevelopment Project or one or more Individual Mixed Use Redevelopment Projects, redevelopment contracts, bonds, borrowings or other indebtedness, and having one or more effective dates for purposes of Neb. Rev. Stat. Section 18-2147 (“TIF”). Any such project will be assisted by the City or CDA facilitating or participating in the TIF as it determines appropriate.

Any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project pursuant to this Section 1 or otherwise in the Redevelopment Area, including without limitation, the Mixed Use Redevelopment Project or any Individual Mixed Use Redevelopment Project, for the benefit of any public body shall be divided, for a period not to exceed fifteen years after the effective date as identified in the applicable project redevelopment contract or in the resolution of the authority authorizing the issuance of bonds pursuant to Neb. Rev. Stat. Section 18-2124, as follows:

- (i) That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body. When there is not a redevelopment project valuation on a parcel or parcels, the county assessor shall determine the redevelopment project valuation based upon the fair market valuation of the parcel or parcels as of January 1 of the year prior to the year that the ad valorem taxes are to be divided. The county assessor shall provide written notice of the redevelopment project valuation to the authority as defined in Neb. Rev. Stat. Section 18-2103 and the owner. The authority or owner may protest the valuation to the county board of equalization within thirty days after the date of the valuation notice. All provisions of Neb. Rev. Stat. Section 77-1502 except dates for filing of a protest, the period for hearing protests, and the date for mailing notice of the county board of equalization's decision are applicable to any protest filed pursuant to this section. The county board of equalization shall decide any protest filed pursuant to this section within thirty days after the filing of the protest. The county clerk shall mail a copy of the decision made by the county board of equalization on protests pursuant to this section to the authority or owner within seven days after the board's decision. Any decision of the county board of equalization may be appealed to the Tax Equalization and Review Commission, in accordance with Neb. Rev. Stat. Section 77-5013, within thirty days after the date of the decision;
- (ii) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for

- financing or refinancing, in whole or in part, the redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the authority shall so notify the county assessor and county treasurer and all ad valorem taxes upon taxable real property in such a redevelopment project shall be paid into the funds of the respective public bodies; and
- (iii) Any interest and penalties due for delinquent taxes shall be paid into the funds of each public body in the same proportion as are all other taxes collected by or for the public body.

If done separately for any Individual Mixed Use Redevelopment Projects, each such TIF may be structured to include any one or more of the following: Separate redevelopment contracts or phasing agreements, project valuations, effective dates, periods or divisions of ad valorem taxes, allocations or special funds pursuant to Neb. Rev. Stat. Section 18-2147(1)(b), or eligible costs or expenses in connection with acquisition or redevelopment of some or all of the Property or nearby areas, or for construction of improvements, performance of work, or otherwise carrying out the particular Individual Mixed Use Project or parts of this Redevelopment Plan, the Mixed Use Redevelopment Project, or Mixed Use Improvements. Any such separate TIF shall be subject to any approvals as may be required under the applicable redevelopment contract. Eligible costs and expenses for purposes of TIF shall include costs and expenses of public improvements of the Mixed Use Redevelopment Project Area, in accordance with the applicable redevelopment contract, to include without limitation, site acquisition, construction of public sidewalks, streetscape improvements, landscaping along public right of ways or in public areas, façade or lighting enhancements, including without limitation, window enhancements, site preparation, demolition, clearing, grading, surcharging, special foundations, and predevelopment work prior to construction such as architectural and engineering services related to the project, utility extensions and hookups, traffic or market studies, appraisals associated with the project site, TIF fees, public parking, public spaces and enhancements, street, utility or public spaces enhancements, or such other public costs as approved by the City Engineer or in accordance with applicable redevelopment contracts, documents, instruments, or laws (“Eligible Expenses”).

Assessed valuation of the Mixed Use Redevelopment Project Area was approximately \$10,848,676.00 and ad valorem taxes on real property in such area was approximately \$241,062.00 for the 2016 tax year. Total assessed valuation upon completion of the Mixed Use Redevelopment Project is projected to be \$175,800,000.00, with an estimated \$4,071,685 in annual ad valorem taxes and \$3,830,696 annual ad valorem taxes in excess of ad valorem taxes on the redevelopment project valuation based on the \$2.31613 tax levy. Redeveloper proposes one or more phases and supportable TIF loans to pay Eligible Expenses in the Mixed Use Redevelopment Project Area that in total will not exceed \$37,428,500.00 (“Maximum Redevelopment Loan Amount”). Notwithstanding anything in this Amendment to the contrary, all TIF loans with respect to the Mixed Use Redevelopment Project and all Individual Mixed Use Redevelopment Projects in the aggregate shall not exceed the Maximum Redevelopment Loan Amount, subject to potential increase if the Redeveloper can demonstrate to the satisfaction of the CDA that the

Mixed Use Redevelopment Project can support a higher Maximum Redevelopment Loan Amount, in which case the Maximum Redevelopment Loan Amount will increase to the supported amount (“Adjusted Maximum Redevelopment Loan Amount”). The effective date of any provision dividing ad valorem taxes for the Mixed Use Redevelopment Project or any Individual Mixed Use Redevelopment Projects shall be the date specified in the applicable redevelopment contract or resolution of the authority authorizing the issuance of bonds pursuant to Neb. Rev. Stat Section 18-2124 for the applicable Mixed Use Redevelopment Project or Individual Mixed Use Redevelopment Project.

- h) The Mixed Use Redevelopment Project will be constructed, paid for, and carried out as follows:
- i) Mixed Use Improvements will be owned, funded, constructed, equipped, paid for, operated, maintained, replaced, and repaired and otherwise carried out by the Redeveloper. Redeveloper at its option and cost may obtain financing for some or all of the costs and expenses of the Mixed Use Improvements. Not in limitation of the foregoing, TIF may be used to pay Eligible Expenses.
 - ii) The CDA, in recommending this Amendment to the governing body of the City, conducted an initial cost-benefit analysis for the Mixed Use Redevelopment Project whose Redevelopment Plan, as amended by this Amendment, includes the use of funds authorized by Neb. Rev. Stat. Section 18-2147 based on all phases and the Maximum Redevelopment Loan Amount, information submitted by Redeveloper, and using a cost-benefit model satisfactory to the City Administrator or her designee on behalf of the CDA for use by local projects in the City and considering and analyzing the following factors (“Cost-Benefit Analysis”):
 - (a) Tax shifts resulting from the approval of the use of funds pursuant to Neb. Rev. Stat. Section 18-2147;
 - (b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;
 - (c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;
 - (d) Impacts on other employers and employees within the City and the immediate areas that are located outside the boundaries of the redevelopment project; and
 - (e) Any other impacts determined by the CDA to be relevant to the consideration of costs and benefits arising from the redevelopment project.

The Cost-Benefit Analysis shall be and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project and, because it is based on a Maximum Redevelopment Loan Amount to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are

subject, shall be and be deemed to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. The City Administrator or her designee on behalf of the CDA shall be authorized to conduct any additional cost-benefit or other analysis from time to time as she determines in her discretion necessary or appropriate with respect to any proposed TIF.

- i) Demolition and Site Preparation will be constructed and paid for and otherwise carried out by the CDA or City as provided in this Amendment or it otherwise shall agree or determine, from any funds or sources whatsoever, of or available to the City or CDA under the Community Development Law or any other applicable laws, including without limitation, any or more of the following, the use of which shall be deemed to be an essential and integral element of the Redevelopment Plan and eliminating or preventing recurrence of substandard and blighted areas or otherwise carrying out the Redevelopment Plan or Community Development Law:
- (a) Local, state or federal funds.
 - (b) Donations or grants from any public or private parties or sources..
 - (c) City of La Vista Economic Development Program.
 - (d) Proceeds of the additional one-half of one percent sales and use tax designated for public infrastructure projects within the 84th Street Redevelopment Area, including any redevelopment projects.
 - (e) Proceeds of any occupation taxes levied by the City within enhanced employment areas for eligible costs and expenses pursuant to the Community Development Law, including without limitation, Neb. Rev. Stat. Section 18-2142.02, or otherwise in accordance with applicable laws
 - (f) General or special property or other taxes, levies, assessments, or revenues of the City, CDA, or any other public body in accordance with applicable laws, including without limitation levies pursuant to Neb. Rev. Stat. Section 18-2107(11) or 18-2140, or use of TIF funds.
 - (g) City or CDA exercise of authority under any other applicable laws, including without limitation, Neb. Rev. Stat. Section 18-2101 through 18-2154.

Provided, however, (i) “fund” as used in any such agreement or determination of CDA or City in connection with payment of costs arising out of or relating to Demolition and Site Preparation, unless another meaning is apparent from the context, shall be synonymous with and mean “pay;” and (ii) the intent is for the City to directly pay all costs of Demolition and Site Preparation from the additional half cent sales tax or other sources.

- j) Notwithstanding anything in this Amendment to the contrary, the City, in addition to authority under the Community Development Law, has independent statutory powers and authority to pay for Demolition and Site Preparation pursuant to other provisions of the Nebraska Statutes, including without limitation, Neb. Rev. Stat. Section 77-27,142. The City intends to exercise its statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to pay for or assist in performing the Demolition and Site Preparation or otherwise carry out this Amendment.

The CDA in Neb. Rev. Stat. Sections 18-2101 through 18-2154 also is authorized to pay for Demolition and Site Preparation. The CDA shall be authorized to exercise such statutory powers and authority; provided, however, the initial intent is for the City to directly pay for all Demolition and Site Preparation, and the City will determine what role, if any the CDA will have in any such payments.

- k) The City or CDA from time to time shall be authorized, but not required, to issue or undertake any types of warrants, bonds, indebtedness or obligations as it determines necessary or appropriate to carry out this Section 1, including without limitation, any obligations issued pursuant to Neb. Rev. Stat. Section 77-27,142(5).
- l) Redevelopment projects described in this Section will be subject to Redeveloper and CDA entering one or more redevelopment contracts specifying relative responsibilities under this Redevelopment Plan, the Mixed Use Redevelopment Project, any Individual Mixed Use Redevelopment Project, or applicable law. A separate redevelopment contract or phasing agreement is permitted with respect to each Individual Mixed Use Redevelopment Project or undertaking related to TIF funds. Alternatively, the entire Mixed Use Redevelopment Project or more than one Individual Mixed Use Redevelopment Project is permitted within a single redevelopment contract. All redevelopment contracts shall be in form and content satisfactory to the CDA, or the City, Mayor, City Administrator, or City Clerk, subject to any subsequent additions, subtractions, or modifications as approved by the CDA, or the City, City Engineer or City Administrator, or his or her designee from time to time, in addition to any other approvals or requirements of the applicable redevelopment contract or other documents or instruments.
- m) City or CDA from time to time may negotiate for and acquire or convey any property or interest therein in the 84th Street Redevelopment Area in accordance with applicable law that it determines is necessary or appropriate to carry out the Mixed Use Redevelopment Project or this Amendment. Not in limitation of the foregoing sentence, CDA may pursuant to a redevelopment contract or otherwise negotiate for and exercise an option or otherwise acquire all or any of the Property or interests therein as the CDA determines necessary or appropriate if Redeveloper fails to acquire the Property or perform in accordance with this Amendment or any applicable redevelopment contracts, or as otherwise determined necessary or appropriate to carry out this Amendment. Any proceeds resulting from any subsequent disposition of any property to redevelopers may be used to recoup expenses of the CDA or City related to the Redevelopment Plan, acquire other property in the Redevelopment Area, or otherwise to eliminate or prevent recurrence of the substandard and blighted area, or for other permissible purposes, in accordance with the Redevelopment Plan or Community Development Law. Proceeds for this purpose would be projected as the estimated proceeds or revenues from disposal of the property, projected as the gross amount the CDA would receive from its disposal (estimated as the fair value up to an amount equal to the CDA's acquisition cost), and reduced by any directly attributable costs of demolition, clearance, preparation, or disposal.

- n) The CDA and City contemplate and intend this Amendment to provide for participation of the City and CDA to the fullest extent permitted by applicable law to facilitate and carry out the Mixed Use Redevelopment Project and the Redevelopment Plan, as amended by this Amendment.

Section 2. Public Improvement Redevelopment Project.

- 1) The Redevelopment Plan as originally adopted included needed public improvements to eliminate and prevent recurrence of the substandard and blighted area, including without limitation, street, intersection, pedestrian, and right of way improvements, water, utility, and sewer systems and improvements, sidewalks, open space and recreational uses, landscaping, infrastructure needs, roads, parking or other public improvements within the proposed city center, storm water management, street lighting and landscaping; bridge improvements, underpass or other structures for connectivity and crossing 84th Street; pedestrian connections in the Redevelopment Area; grading; utility enhancements, installations, or relocations; transportation enhancements; traffic signal improvements; potential alternative energy; streetscape improvements; conversion of La Vista Falls Golf Course with amenities such as a lake, picnic areas, amphitheater, trails and connectivity to other areas.
- 2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to construct, improve, and pay for public facilities, work, and improvements, including without limitation, public right of ways, public offstreet parking facilities, and public recreational facilities. Such powers and authority include without limitation, those set forth in Sections 19-3301 et seq, 66-4,101, and 77-27,142 and various sections of Chapters 13, 16 and 19 of the Nebraska Statutes, as well as Chapter 18 which includes the Community Development Law. The City intends to exercise its statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate, to provide public facilities, work, and improvements in the 84th Street Redevelopment Area or otherwise for public purposes or to carry out this Amendment. The CDA in Neb. Rev. Stat. Sections 18-2101 through 18-2154 also is authorized to construct, improve, and pay for public facilities and improvement. The CDA shall be authorized to exercise such statutory powers and authority to provide public facilities, work, and improvements in the 84th Street Redevelopment Area; provided, however, the initial intent is for the City to directly provide, perform, and pay for all such public facilities, work, and improvements. The City will determine what role, if any the CDA will have. Not in limitation of the foregoing, any public improvements or expenditure of the City may be provided or paid through or from general, capital improvement or other funds of the City as it determines necessary or appropriate.
- 3) A redevelopment project and plan for public improvements in the Redevelopment Area, contemplating and including participation of the City or CDA as provided herein or otherwise determined by the City or CDA necessary or appropriate to carry out the project or plan, to the fullest extent permitted by applicable law, is hereby approved, to include the following (“Public Improvement Redevelopment Project”):

- a) **Boundaries of the Public Improvement Redevelopment Project Area.** The area depicted in Exhibit 2-3(A), together with the right of way of adjacent public streets and other areas depicted in Exhibit 2-3(A), shall constitute the public improvement redevelopment project area (“Public Improvement Redevelopment Project Area”).
- b) **Map Showing Existing Conditions and Uses.** A map showing existing conditions and uses of real property in the Public Improvement Redevelopment Project Area is provided in Exhibit and generally includes the La Vista public swimming pool, bath house, picnic and recreational areas, surface parking, and related amenities; La Vista Falls public golf course, club house, surface parking, and related amenities; vacant shopping center, originally anchored by a Walmart retail store, expansive paved parking areas, and several outlots that have significant vacancy (the shopping center and related parking and outlots referred to as “Brentwood Crossing”). Brentwood Crossing is comprised of multiple lots owned by multiple entities that are controlled by a nonresident who has expressed no interest in preventing, or eliminating and preventing recurrence of, the substandard and blighted area. The few remaining businesses on outlots of Brentwood Crossing are a First National Bank branch location, and Chili’s and McDonald’s restaurants. Existing conditions and uses in the Public Improvement Redevelopment Project Area initially were described in the Blight/Substandard Determination Study for the 84th Street Redevelopment Area, and since then conditions have worsened. Existing layout, facilities and uses in Brentwood Crossing principally are outdated, functionally or economically obsolete, continuing to deteriorate, and do not fit the overall vision and long term plans for eliminating and preventing recurrence of the substandard and blighted area, as initially described in concept in “Vision 84” adopted by the City Council in April 2010. The Redeveloper as the anticipated future owner of Brentwood Crossing shares the vision and long term plans for the area and as they relate to Brentwood Crossing.
- c) **Land-Use Plan Showing Proposed Uses of the Area.** The preliminary land-use plan showing proposed uses of the Public Improvement Redevelopment Project Area after redevelopment is contained in Exhibits 2-3(C)-1 through 2-3(C)-3. The proposed uses would be consistent with the vision and long term plans of the City. This type of project and proximity of the property to Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area.
- d) **Standards of Population Densities, Land Coverage, and Building Intensities.** Standards of population densities, land coverage and building requirements, intensities, and densities in the Public Improvement Redevelopment Project Area, after redevelopment, to the extent not specified elsewhere in this Plan, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended.

- e) Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected to include the changes described or depicted in Exhibits 2-3(E)-1 through 2-3(E)-6.
- f) Site Plan of Public Improvement Redevelopment Project Area. A preliminary site plan of the Public Improvement Redevelopment Project Area is contained in Exhibit 2-3(F). The final site plan will be subject to approval of the City or CDA or as provided in the applicable redevelopment contract, subdivision agreement, laws, or regulations.
- g) Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Public Improvement Redevelopment Area after redevelopment are preliminarily projected to include facilities and utilities described or depicted in Exhibit 2-3(G).
- h) Building requirements. Except as otherwise provided by agreement of the CDA and Redeveloper in a redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.
- i) City or CDA from time to time may negotiate for and acquire or convey any property or interest therein in the 84th Street Redevelopment Area in accordance with applicable law that it determines is necessary or appropriate to carry out the Public Improvement Redevelopment Project or this Amendment. Not in limitation of the foregoing sentence, City at its cost and on terms it determines satisfactory will acquire real property or interests therein as preliminarily depicted or described in Exhibit 2-3(I)-1 or as the City Engineer otherwise determines necessary or appropriate in the Redevelopment Area, as determined by survey and approved by the City Engineer, City Administrator, or his or her designee, subject to any subsequent additions, subtractions, or modifications as the City, City Engineer or City Administrator, or his or her designee from time to time determines necessary or advisable, (“Property for City Improvements”) for public improvements, works, or purposes as preliminarily projected in Exhibits 2-3(I)-2 through 2-3(I)-4, the final version of which will be subject to (i) approval of the City, City Engineer or City Administrator, or his or her designee, or otherwise in accordance with any applicable agreement, instrument, laws or regulations, and (ii) any subsequent additions, subtractions, or modifications as approved by the City, City Engineer or City Administrator, or his or her designee from time to time, as he or she determines necessary or appropriate in the Redevelopment Area, or otherwise in accordance with any applicable agreement, instrument, laws or regulations (“Public Improvements”). Public Improvements without limitation may include demolition, clearance, removal and disposal of existing conditions, improvements, materials or debris; grading and site preparation; construction and installation of all improvements and facilities; installation, enhancement, removal, relocation or otherwise assisting with relocation of utilities; or other improvements; or to provide for the same.

Acquisition or conveyance by CDA or City of rights or interests in real or personal property, or other rights or interests, to carry out, or otherwise in connection with, the Public Improvements shall be authorized and deemed to be necessary or incidental to the Public Improvement Redevelopment Project, proper clearance, development, or redevelopment of the substandard and blighted 84th Street Redevelopment Area, and eliminating and preventing recurrence of the substandard and blighted Area. All actions of the City or CDA as the City Engineer determines necessary or appropriate to perform, provide for or otherwise carry out the Public Improvements are authorized. The City and CDA in adopting this Amendment each find and determine pursuant to Neb. Rev. Stat. Section 18-2122 that acquisition of the Property for City Improvements or any other property is necessary for the Public Improvement Redevelopment Project or for its purposes under Neb. Rev. Stat. Sections 18-2101 to 18-2144. City and CDA each shall be authorized to take all additional actions and acquire all additional rights or interests as the City Engineer, City Administrator, or his or her designee determines necessary or appropriate to acquire the Property for City Improvements or to carry out the Public Improvement Redevelopment Project, Public Improvements, or this Redevelopment Plan, as amended.

- j) Zoning of the Property as provided in Exhibit 2-3(B) is consistent with the Future Zoning Map attached as Exhibit 2-3(J)-1, and accommodates the Public Improvement Redevelopment Project. The Future Zoning Map generally is in conformance with the Comprehensive Plan, as amended to incorporate this Amendment, and specifically the Future Land Use Map attached as Exhibit 2-3(J)-2.
- k) City shall acquire the Property for City Improvements. City or CDA shall design, acquire, construct, equip, operate, maintain, replace, and repair the Public Improvements, or any other public improvements or work as the City Engineer from time to time determines necessary or advisable within or serving the Redevelopment Area to carry out the Redevelopment Plan, as amended, or provide for the same. All costs and expenses for property, work or improvements described in this paragraph shall be paid for by City or CDA as it may from time to time determine or agree; provided, however, (i) “fund” as used in any such agreement or determination of the City or CDA, unless otherwise required by the context, shall be synonymous with and mean “pay;” and (ii) the intent is for the City to directly pay all costs arising under this Section 2.
- l) City plans to acquire the Property for City Improvements by negotiated agreement or such other method as approved by the City. The preliminary estimated cost of the Property is \$5.0 million, to be paid in cash, exchange of property, or such other consideration as determined by the City. Preliminary estimated cost of Public Improvements is set forth in Exhibit 2-3(I)-3. Final costs of the Property for City Improvements and Public Improvements will be subject to (i) approval of the City, City Engineer, City Administrator, or his or her designee, or otherwise in accordance with any applicable agreement, instrument, laws or regulations, based on final plans and specifications, and (ii) any subsequent additions, subtractions, or modifications as approved by the City Engineer, City Administrator, or his or her designee from time to

time, or otherwise in accordance with any applicable agreement, instrument, laws or regulations.

- m) The project described in this Section 2 will be a multi-year project projected to begin within six months after approval of this Amendment. The City will acquire the Property for City Improvements, and City or CDA will construct or provide for construction of the Public Improvements according to a schedule from time to time established or modified by the City or CDA, or the City Engineer, City Administrator or his or her designee, or otherwise in accordance with any applicable agreement, instrument, laws or regulations, consistent with expected funding, needs, and development in the area. It is anticipated that work will be performed primarily by one or more contractors. The City contemplates exchange of properties in the project areas as needed for the projects described in Sections 1 and 2. Any proceeds or revenues resulting from any subsequent disposition of any property to redevelopers may be used to recoup expenses of the City or CDA related to the Redevelopment Plan, acquire other property in the Redevelopment Area, or otherwise to eliminate or prevent recurrence of the substandard and blighted area, or for other permissible purposes, in accordance with the Redevelopment Plan or Community Development Law. Proceeds for this purpose would be projected as the estimated proceeds or revenues from disposal of the property, projected as the gross amount the City would receive from its disposal (estimated as the fair value up to an amount equal to the City acquisition cost), and reduced by any directly attributable costs of demolition, clearance, preparation, or disposal.
- n) In addition to and not in limitation of other provisions of this Amendment or the Redevelopment Plan as amended, the following shall be part of the Public Improvement Redevelopment Project under this Section 2:
 - i) The CDA and City each shall have the power to perform or provide for any other work or undertaking described in Neb. Rev. Stat. Section 18-2103(12) in the Redevelopment Area;
 - ii) The CDA in the Redevelopment Area shall be authorized to exercise all powers provided under Neb. Rev. Stat. Section 18-2107; and
 - iii) The City for the purpose of aiding and cooperating in the planning, undertaking, or carrying out of any redevelopment projects in the Redevelopment Area shall be authorized to exercise all powers provided under Neb. Rev. Stat. Section 18-2138.
- o) Any of the Property for City Improvements may be separately acquired or paid for, and any of the Public Improvements or other work may be separately developed, designed, constructed, completed, performed, or paid for as a separate project, each of which shall constitute a separate redevelopment project for purposes of the Community Development Law, this Redevelopment Plan, the Public Improvement Redevelopment Project. Each separate redevelopment project will be referred to herein as an “Individual Public Improvement Redevelopment Project” and two or more such separate redevelopment projects will be referred to herein as “Individual Public Improvement Redevelopment Projects”. All Individual Public Improvement Redevelopment Projects together shall comprise and constitute the overall Public Improvement Redevelopment Project. All

such Individual Public Improvement Redevelopment Projects and all persons having any interests in any Individual Public Improvement Redevelopment Projects shall be subject to this Redevelopment Plan, and this Redevelopment Plan shall be deemed to constitute the redevelopment plan for all and each of the Individual Public Improvement Redevelopment Projects for purposes of the Community Development Law.

- p) The Public Improvement Redevelopment Project will be owned, constructed, equipped, paid for, and otherwise carried out by the City or CDA as provided in this Amendment or they otherwise shall agree, from any funds or sources whatsoever, of or available to the City or CDA under the Community Development Law or any other applicable laws, including without limitation, any or more of the following, the use of which shall be deemed to be an essential and integral element of the Redevelopment Plan and eliminating or preventing recurrence of substandard and blighted areas or otherwise carrying out the Redevelopment Plan or Community Development Law:
- i) Local, state or federal funds.
 - ii) Donations or grants from any public or private parties or sources.
 - iii) City of La Vista Economic Development Program
 - iv) Proceeds of the additional one-half of one percent sales and use tax designated for public infrastructure projects within the 84th Street Redevelopment Area.
 - v) Proceeds of any occupation taxes levied by the City within enhanced employment areas for eligible costs and expenses pursuant to the Community Development Law, including without limitation, Neb. Rev. Stat. Section 18-2142.02, or otherwise in accordance with applicable laws.
 - vi) General or special property or other taxes, levies, assessments, or revenues of the City, CDA, or any other public body in accordance with applicable laws, including levies pursuant to Neb. Rev. Stat. Section 18-2107(11) or 18-2140, or tax increment financing.
 - vii) City or CDA exercise of authority under any other applicable laws, including without limitation, Neb. Rev. Stat. Section 18-2101 through 18-2154.
- q) The City or CDA from time to time shall be authorized, but not required, to issue or undertake any types of warrants, bonds, indebtedness or obligations as it determines necessary or appropriate to carry out this Section 2, including without limitation any obligations issued pursuant to Neb. Rev. Stat. Section 77-27,142(5), Sections 19-3301 et seq., or Section 66-4,101, or any other sections of Chapters 13, 16 or 19 of the Nebraska Statutes, or Chapter 18 which includes the Community Development Law.
- r) The Public Improvement Redevelopment Project will be subject to and carried out in accordance with a subdivision agreement or such other agreements or instruments in form and content approved by the City, subject to any additions, subtractions or modifications thereafter as approved by the City, City Engineer, City Administrator, or his or her designee from time to time (“Subdivision Agreement”).
- s) The CDA and City each contemplate and intend this Amendment to provide for participation of the City and CDA to the fullest extent permitted by applicable law to

facilitate and carry out the Public Improvement Redevelopment Project and the Redevelopment Plan, as amended by this Amendment.

Other Applicable Provisions

- 1) In addition to and not in limitation of any other provisions of this Amendment, this Amendment and the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project shall authorize and each shall be deemed to include all of the following as from time to time the City or CDA determines necessary or appropriate: Any work or undertaking in the 84th Street Redevelopment Area: (a) To acquire substandard and blighted areas or portions thereof, including lands, structures, or improvements the acquisition of which is necessary or incidental to the proper clearance, development, or redevelopment of such substandard and blighted areas; (b) to clear any such areas by demolition or removal of existing buildings, structures, streets, utilities, or other improvements thereon and to install, construct, or reconstruct streets, utilities, parks, playgrounds, public spaces, public parking facilities, sidewalks or moving sidewalks, convention and civic centers, bus stop shelters, lighting, benches or other similar furniture, trash receptacles, shelters, skywalks and pedestrian and vehicular overpasses and underpasses, and any other necessary public improvements essential to the preparation of sites for uses in accordance the Redevelopment Plan, as amended by this Amendment or any subsequent amendment; (c) to sell, lease, or otherwise make available land in such areas for residential, recreational, commercial, industrial, or other uses, including parking or other facilities functionally related or subordinate to such uses, or for public use or to retain such land for public use, in accordance with the Redevelopment Plan, as amended by this Amendment or any subsequent amendment; and may also include the preparation of the redevelopment plan or amendments, the planning, survey, and other work incident to any redevelopment projects and the preparation of all plans and arrangements for carrying out any redevelopment projects; (d) to dispose of all real and personal property or any interest in such property, or assets, cash, or other funds held or used in connection with residential, recreational, commercial, industrial, or other uses, including parking or other facilities functionally related or subordinate to such uses, or any public use specified in the Redevelopment Plan, as amended by this Amendment or any subsequent amendment or any redevelopment projects, except that such disposition shall be at its fair value for uses in accordance with the Redevelopment Plan, as amended by this Amendment or any subsequent amendment; (e) to acquire real property in the 84th Street Redevelopment Area which, under the Redevelopment Plan, as amended by this Amendment or any subsequent amendment, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitate the structures, and resell the property; and (f) to carry out plans for a program of voluntary or compulsory repair, rehabilitation, or demolition of buildings or other improvements in accordance with the Redevelopment Plan, as amended by this Amendment or any subsequent amendment.
- 2) Acquisition and Preparation for Redevelopment. This Amendment describes proposed methods and estimated costs of acquisition and preparation for redevelopment of parts of the project areas. Any proceeds of the CDA or City related to any subsequent disposition of any such property or interests may be used to recoup expenses of the CDA or City related to the

Redevelopment Plan, eliminating or preventing recurrence of the substandard and blighted area, or for other permissible purposes, in accordance with the Redevelopment Plan or Community Development Law. Proceeds for this purpose would be projected as the estimated proceeds or revenues from disposal of the property or interests, projected as the gross amount the CDA or City would receive from its disposal (estimated as the fair value up to an amount equal to the City's or CDA's acquisition cost), and reduced by any directly attributable costs of demolition, clearance, preparation, or disposal. A proposed method of financing or paying for the redevelopment projects would include those sources of funds specified in this Section 1 or 2 above. Displacement of families from the Mixed Use Redevelopment Project Area is not expected, though if it were to occur, any relocation of families would be carried out in accordance with the requirements of applicable law. The CDA or City, as the City Administrator determines necessary or appropriate, will be authorized to prepare plans, fund, assist, and take any other actions with respect to obtaining any permission, acquiring any rights or interests or relocating any businesses within any of the redevelopment project areas in the 84th Street Redevelopment Area. The City Administrator or City Engineer or her or his designee shall be authorized to take all actions on behalf of the City or CDA to carry out this Amendment, including without limitation, authorizing or approving any expenditures, payments, orders, warrants, requisitions, or disbursements of any funds.

- 3) CDA in recommending this Amendment, and City in approving this Amendment, finds and determines that: (i) acquisition of any substandard and blighted areas or portions thereof, including lands, structures, or improvements, is necessary or incidental to the proper clearance, development, or redevelopment of such substandard and blighted areas; and (ii) improvements or other work of the CDA or City described in this Amendment are necessary and essential to the preparation of sites for uses in accordance the Redevelopment Plan, as amended by this Amendment or any subsequent amendment.
- 4) Except as otherwise specified in this Amendment, the Public Improvements, utilities-related work, and public improvements by Redeveloper using TIF, if any, shall constitute the estimated kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment.
- 5) An authority, within the meaning of the Community Development Law that is operating in the 84th Street Redevelopment Area, pursuant to this Amendment shall be authorized to sell, lease for a term not exceeding ninety-nine years, exchange, or otherwise transfer real property or any interest therein in a redevelopment project area described in this Amendment or otherwise within the 84th Street Redevelopment Area to any redeveloper for residential, recreational, commercial, industrial, or other uses, including parking or other facilities functionally related or subordinate to such uses, or for public use in accordance with the Redevelopment Plan, as amended by this Amendment or any subsequent amendment, subject to such covenants, conditions, and restrictions as it may deem to be in the public interest or to carry out the purposes of the Community Development Law. Such real property shall be sold, leased, or transferred at its fair value for uses in accordance with the redevelopment plan. In determining the fair value of real property for uses in accordance with the Redevelopment Plan, as amended by this Amendment or any subsequent amendment, such authority shall

take into account and give consideration to the uses and purposes required by such plan; the restrictions upon, and the covenants, conditions, and obligations assumed by the redeveloper of such property; the objectives of such redevelopment plan for the prevention of the recurrence of substandard and blighted areas; and such other matters as the authority shall specify as being appropriate. In fixing rentals and selling prices, an authority shall give consideration to appraisals of the property for such uses made by land experts employed by the authority.

- 6) In carrying out any redevelopment projects under the Redevelopment Plan as amended by this Amendment or any subsequent amendment, the CDA shall be authorized to: (a) Convey to the City, such real property as, in accordance with the Redevelopment Plan as amended, is to be laid out into streets, alleys, and public ways; (2) grant servitudes, easements, and rights-of-way, for public utilities, sewers, streets, and other similar facilities, in accordance with the Redevelopment Plan as amended by this Amendment or any subsequent amendment; and (3) convey to the municipality, county, or other appropriate public body, such real property as, in accordance with the Redevelopment Plan as amended, is to be used for parks, schools, public buildings, facilities, or other public purposes.
- 7) Notwithstanding anything in this Amendment to the contrary, the City and CDA each shall be authorized to acquire or convey any real or personal property or interests therein as from time to time the City Engineer or his designee determines necessary or appropriate to implement or carry out, or otherwise in connection with, the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project.
- 8) The CDA shall be authorized to temporarily operate and maintain real property in any redevelopment project area under the Redevelopment Plan, as amended by this Amendment or any subsequent amendment, pending the disposition of the property for redevelopment, without regard to the provisions of Neb. Rev. Stat. sections 18-2118 and 18-2119, for such uses and purposes as may be deemed desirable even though not in conformity with such redevelopment plan.
- 9) The CDA shall have the right to acquire by the exercise of the power of eminent domain any real property or interests therein which it may deem necessary for any of the redevelopment projects under the Redevelopment Plan, as amended by this Amendment or any subsequent amendment, or for its purposes under the provisions of sections Neb. Rev. Stat. Sections 18-2101 to 18-2144 after the adoption by it of a resolution declaring that the acquisition of the real property described therein is necessary for such purposes. The procedure to condemn property shall be exercised in the manner set forth in sections Neb. Rev. Stat. Sections 76-704 to 76-724. When the CDA finds and determines by resolution that certain real property described therein is necessary for any such redevelopment projects or for its purposes under the provisions of sections Neb. Rev. Stat. Sections 18-2101 to 18-2144, the resolution shall be conclusive evidence that the acquisition of such real property is necessary for the purposes described therein. Provided, however, as provided in Neb. Rev. Stat. Section 18-2142.03, eminent domain shall not be used to acquire property that will be transferred to a private party in an enhanced employment area.

- 10)** Standards and maximums of population densities, land coverage and building requirements, intensities and densities in the Redevelopment Area after redevelopment in accordance with the Redevelopment Plan as amended by this Amendment, to the extent not specified elsewhere in this Plan, will be defined and enforced by, and in accordance with, the Zoning and Subdivision Regulations and applicable building or other codes of the City of La Vista, as periodically amended and incorporated herein by reference.
- 11)** Except as otherwise specifically provided in this Amendment, additional changes to zoning ordinances or maps, street layouts, street levels or grades or building codes and ordinances, if any, will be such changes as are necessary or appropriate to carry out the redevelopment plans or projects described in this Amendment.
- 12)** No member or employee of the CDA shall have any interest, direct or indirect, in any redevelopment project described in this Amendment or in any property included or planned by the CDA to be included in any such project, or in any contract or proposed contract in connection with any such project.
- 13)** General business occupation taxes levied by the City upon the businesses and users of space within an enhanced employment area for paying all or any part of the costs and expenses of any redevelopment project within such enhanced employment area pursuant to the Community Development Law, including without limitation, Neb. Rev. Stat. Section 18-2142.02, shall be an authorized source of funds to carry out the Redevelopment Plan, as amended by this Amendment or any subsequent amendment, and redevelopment projects within the 84th Street Redevelopment Area. CDA in recommending this Amendment designates the entire Redevelopment Area pursuant to Neb. Rev. Stat. Section 18-2103(22) as eligible for imposition of occupation taxes under Neb. Rev. Stat. Section 18-2142.02. CDA recommending and City approving this Amendment shall constitute an agreement of CDA with the governing body of the City for the imposition of occupation taxes within the Redevelopment Area and specifically that the City shall be authorized to periodically specify and adjust the boundaries of any enhanced employment areas within the Redevelopment Area in which occupation taxes pursuant to section 18-2142.02 shall be levied, determine or adjust the rates of occupation taxes within the enhanced employment areas, and implement, levy, modify, revoke, or relevel occupation taxes within the enhanced employment areas without any notice or consent required to or of CDA. Approval of this Amendment by the governing body of the City shall constitute and be deemed to be a determination by such governing body that any new investment within any such enhanced employment area pursuant to the Mixed Use Redevelopment Project will result in at least the required number of new employees and new investment applicable under the circumstances at the time under Neb. Rev. Stat. Section 18-2116(2). Any business that has 135,000 square feet or more and annual gross sales of \$10 million or more shall provide an employer provided health benefit satisfying requirements of Neb. Rev. Stat. Section 18-2116(2). In making such determination the governing body shall be authorized to rely upon written undertakings provided by any redeveloper in connection with application for approval of the redevelopment plan.
- 14)** In addition to any express provisions of this Amendment, City and CDA in the Redevelopment Plan, as amended by this Amendment, each shall have and in its discretion

shall be authorized to exercise all powers and authority granted by applicable Nebraska law, including without limitation, City authority to exercise all powers and authority provided by Neb. Rev. Stat. Section 77-27,142 et seq. Not in limitation of the foregoing, City and CDA each shall be authorized to exercise and take all powers and actions from time to time to carry out this Amendment any of the redevelopment projects, or otherwise in accordance with Nebraska law to perform any rights or responsibilities arising under or relating to the Redevelopment Plan, as amended by this Amendment. The authority granted by this Section shall include, without limitation, acquiring, obtaining, exercising or providing all property, rights and interests, taking or performing all actions, and entering, adopting, or executing all agreements, documents and instruments as the City or CDA or its designee determines necessary or appropriate; and approving, issuing, undertaking, paying for, or otherwise obtaining all improvements, works, funds, or obligations in connection with the Redevelopment Plan, as amended, or any redevelopment contracts or projects, or as the governing body of the City, CDA, or its designee from time to time determines necessary or appropriate in connection with eliminating or preventing recurrence of the substandard and blighted 84th Street Redevelopment Area, to carry out the Redevelopment Plan, as amended, or for redevelopment of the 84th Street Redevelopment Area.

- 15)** This Amendment and all of its terms and conditions and related actions are adopted and approved to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan or Community Development Law. It is anticipated that cooperation and coordination of the CDA and City with each other or other parties might be necessary or appropriate to facilitate implementation of this Amendment, the Redevelopment Plan or any redevelopment project, and such cooperation or coordination as determined by the City Administrator or her designee are authorized to the fullest extent. Not in limitation of the foregoing, City and CDA each shall have authority to assign, delegate, assume, undertake, or carry out to, from, or for the other or otherwise assist with any performance or action pursuant to this Amendment, the Redevelopment Plan, or any redevelopment project or contract, or as otherwise necessary or appropriate to carry out any redevelopment project or contract. Not in limitation of any other provision of this Amendment, the City's CIP may be periodically updated to reflect, coordinate, and carry out improvements identified in this Amendment or otherwise for the Redevelopment Area.
- 16)** All recitals, exhibits, documents or instruments of or referenced in this Amendment are incorporated into this Amendment by reference ("Incorporated Documents"). Except as otherwise indicated by the context or expressly provided, the Incorporated Documents related to the Mixed Use Redevelopment Project and Public Improvements Redevelopment Project are preliminary and conceptual, the final form and content of which shall be determined, and subject to such additions, deletions, or modifications from time to time, as approved by the CDA, City, City Engineer, City Administrator, or his or her designee, or otherwise in accordance with any applicable agreement, instrument, laws or regulations.
- 17)** Notwithstanding anything in this Amendment to the contrary, references to "Redeveloper" in this Amendment shall include any entities owned by or controlled in common with Redeveloper, or any successors or assigns of the Redeveloper, as permitted under any applicable redevelopment contract or subdivision agreement or otherwise from time to time

permitted or approved by CDA or City, or otherwise in accordance with any applicable agreement, instrument, laws or regulations; all of which entities, successors or assigns shall be subject to the Redevelopment Plan, as amended by this Amendment or any future amendment.

- 18)** Unless the context otherwise requires or this Amendment otherwise provides: (i) terms used in this Amendment shall have the meanings set forth in the Redevelopment Plan as originally adopted; (ii) references in this Amendment to “Redevelopment Plan” shall mean the Redevelopment Plan as amended by this Amendment; and (iii) statutory provisions included in this amendment by section reference or inclusion thereof shall be incorporated into this Amendment by reference and shall be deemed to incorporate any applicable subsequent legislative actions from time to time.
- 19)** Approval of this Amendment shall be deemed to constitute approval of the Redevelopment Plan, as amended, and approval of each redevelopment project and related plan provisions described in this Amendment. The City and CDA in carrying out the redevelopment projects, this Amendment, and the Redevelopment Plan, as amended, each shall be authorized to exercise all rights, authority, and powers granted to it by said Amendment, Redevelopment Plan, Community Development Law, or other applicable laws, and all necessary or incidental rights and powers. Except as otherwise provided by applicable law or regulations, or expressly provided in the Amendment, Redevelopment Plan, or any redevelopment contract, subdivision agreement, or other document or instrument, the Mayor, City Administrator, or his or her designee shall be authorized to provide any required approvals or take any other actions on behalf of the CDA or City from time to time as necessary or appropriate to carry out the redevelopment projects or plans, including without limitation, authorizing or approving any expenditures, payments, orders, warrants, requisitions, or disbursements of any funds. Provided, however, any purchases of the City shall be subject to any applicable requirements.
- 20)** The general plan for development of the City as a whole is the City’s Comprehensive Plan. The Comprehensive Plan incorporates the Redevelopment Plan and in conjunction with consideration of this Amendment is amended to incorporate this Amendment. Accordingly, CDA in recommending this Amendment finds and determines that this Amendment is in conformity with the general plan for development of the City as a whole as set forth in the City’s Comprehensive Plan.
- 21)** CDA approval and recommendation of this Amendment to the City, and City approval of this Amendment and any City Comprehensive Plan amendment incorporating this Amendment, among other things, shall constitute and be deemed to be:

 - a) Findings and determinations that this Amendment and the Redevelopment Plan as amended by this Amendment is sufficiently complete to indicate such land acquisition, demolition, and removal of structure, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements; and its relationship to definite local objectives as to appropriate land uses, improved traffic,

public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in the redevelopment project areas; and

- b) Following the hearings prescribed by Neb. Rev. Stat. Section 18-2115, findings and determinations that this Amendment and the Redevelopment Plan as amended by this Amendment is feasible and in conformity with the general plan for development of the City as a whole as set forth in the City's Comprehensive Plan, as amended by incorporation of this Amendment, and in conformity with the legislative declarations and determinations set forth in the Community Development Law.

22) The CDA in recommending this Amendment to the governing body of the City for approval, considered before making such recommendation whether, and determined that, the proposed land uses and building requirements in the redevelopment project areas are designed with the general purpose of accomplishing, in conformance with the general plan, as amended, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development; including, among other things:

- a) adequate provision for traffic, vehicular parking,
- b) the promotion of safety from fire, panic, and other dangers,
- c) adequate provision for light and air,
- d) the promotion of the healthful and convenient distribution of population,
- e) the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities and other public requirements,
- f) the promotion of sound design and arrangement,
- g) the wise and efficient expenditure of public funds, and
- h) the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

This determination was based in part on the following:

- a) Proposed public improvements, including without limitation, public street, intersection, and offstreet parking improvements, will make adequate provision for traffic and vehicular parking.
- b) Buildings and other improvements will be designed and constructed in accordance with applicable fire and safety codes, which will promote safety from fire, panic, and other dangers.
- c) Planned public recreational areas and placement of buildings of the Mixed Use Redevelopment Project will be designed to provide for light and air, and promote healthful and convenient distribution of population.
- d) The type of mixed use redevelopment and its proximity to Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to other major streets and I-80 is anticipated to facilitate commuting and traffic flow, and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The Mixed Use

- Redevelopment Project also will include adequate water, sewerage, and other public utilities. The projects will be located in close proximity to area schools, and all La Vista residents will be able to enjoy improvements to the La Vista Falls golf course and other recreational areas.
- e) The proposed projects provide and promote sound design and arrangement of public and private facilities and improvements that will benefit all La Vista residents.
 - f) Expenditures of public funds, demolition and site clearing, and construction of, or providing for, public works and improvements, will be wise and efficient in eliminating and preventing recurrence of substandard, blighted, insanitary and unsafe conditions, facilities, and areas.
- 23)** Approval of this Amendment by the governing body of the City following the hearings prescribed by Neb. Rev. Stat. Section 18-2115, shall constitute and be deemed to be findings and determinations with respect to a redevelopment project using funds authorized by Neb. Rev. Stat. Section 18-2147, that:
- a) The redevelopment project in the Redevelopment Plan, as amended by this Amendment, would not be economically feasible without the use of tax-increment financing,
 - b) The redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and
 - c) The costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and have been found to be in the long-term best interest of the community impacted by the redevelopment project.
- 24)** The CDA in recommending this Amendment authorizes the City Council of the City, City Administrator, City Engineer or City Treasurer to approve expenditures, payments, orders, warrants, requisitions, or disbursements of any funds on behalf of the CDA, if any. Any action taken by the City Council, City Administrator, City Engineer, or City Treasurer on behalf of the City also shall constitute authorization and approval on behalf of the CDA. Notwithstanding the foregoing, the City and CDA do not anticipate any transfer of funds from the City to the CDA. Rather, the City and CDA, with possible exception of tax increment financing or otherwise authorized by the City Council or City Administrator, the City will retain custody and control of all funds and by agreement or otherwise directly pay any amount, cost, or expense connected with performance described in this Amendment.
- 25)** Any agreement at any time entered by the City or CDA pursuant to this Amendment reciting in substance that it has been entered into by the City or CDA to provide financing for an approved redevelopment project shall be conclusively deemed to have been entered into for such purpose and such project shall be conclusively deemed to have been planned, located, and carried out in accordance with the purposes and provisions of the Community Development Law. For this purpose and all such agreements, “financing” shall mean an obligation to pay costs, expenses or improvements and, unless otherwise expressly provided, shall not mean an obligation to issue bonds or similar undertakings by the City or CDA.

- 26)** Terms and conditions of this Amendment and the Redevelopment Plan shall be construed and interpreted in accordance with Nebraska Statutes, as amended from time to time, and any such terms or conditions shall be deemed amended for any changes in any such statutes from time to time, to the extent amendment is required by the legislation enacting the changes. In the event any clause or provision of this Amendment or the Redevelopment Plan is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, or by other governmental authority with jurisdiction thereof, the remaining portion of this Amendment or the Redevelopment Plan shall not be affected thereby.
- 27)** Terms and conditions of the Redevelopment Plan as originally adopted shall continue in full force and effect except as modified by this Amendment.

CITY+VENTURES



TAX INCREMENT FINANCING APPLICATION

for

La Vista City Centre

Application to the La Vista Community Development Agency

by

La Vista City Centre, LLC

7885 S 84th Street

La Vista, NE

Tax Increment Financing Application

Project Name: La Vista City Centre

Project Legal Description:
As described on the attached Survey

Project Address: 7885 S 84th Street

Property Owner/Applicant: La Vista City Centre, LLC

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

Estimated Total Project Cost: \$234,700,000.00

TIF Request: \$37,418,500.00

New Construction: Yes (yes or no)

Proposed Project Size:
1,050,000 (est) Gross Sq. Ft. Bldgs.
34.31 of Acres
1,494,456 SF Lot/Parcel Size

Rehabilitation: No (yes or no)

LIHTC Project No (yes or no)

Market-Rate Project Yes (yes or no)

Historic Tax Credit Project No (yes or no)

Current Use: General Retail Building & Parking Lots

Proposed Use: Mixed-Use
Development

Current Zoning: C-1

Proposed Zoning: MU-CC

Current Annual Real Estate Taxes (2016 tax year):

\$241,062.00

Current Assessed Tax Valuation (2016 tax year):

\$10,848,676.00

NARRATIVE

I. EXISTING CONDITIONS

Applicant is the contract purchaser of the real property generally known as 7885 S 84th Street, La Vista, Nebraska (the “Property”) and legally described on the Survey as shown in Exhibit “B”.

The Property is located just south of the La Vista Falls Golf Course and currently consists of an aging building, and underutilized parking lots. The Property is currently owned by an absentee owner and is largely vacant. The entire Property is located within an area previously designated as blighted and substandard and, in its current condition as a large, underutilized parcel, it is not being utilized to its full potential. The underutilized parking lots and vacant buildings are a target for loitering and vandalism.

II. PROJECT DESCRIPTION

Applicant intends to redevelop the Property for the purposes of constructing a mixed-use development in a flexible urban block format which is anticipated to occur over multiple phases and is intended to serve as a revitalized downtown area for the City of La Vista (the “Project”). The north end of the Project will interface with the new recreational area being developed by the City of La Vista (the “City”). The City is considering a separate proposed Public Improvement Redevelopment Project comprised of various public improvements in the vicinity, some of which are referenced below.

The entire Project is planned to consist of up to 285,000 square feet of retail space, up to 310,000 square feet of office space, approximately 384 market rate multi-family units, and an approximate 120 key hotel. Phase I of the Project (“Phase I”) shall include approximately 81,000 square feet of retail space, 23,400 square feet of office space, and 384 Market Rate Multi-Family Units. Phase II of the Project (“Phase II”) shall be the development of the remaining portions of the Property consistent with the mixed-use development of Phase I.

The existing car wash, Chili’s, and McDonalds shall remain on their currently platted lots. We are hoping to relocate First National Bank of Omaha’s branch to another location within the Project.

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

In conjunction with the development of Phase I, the City shall construct a public parking garage on Lot 17 consisting of approximately 465 spaces and a public surface parking lot with approximately 155 public parking spaces on Lot 7. In Phase II, the City shall construct a parking garage on Lot 7 with approximately 485 spaces.

The site plan for the overall Project as well as preliminary floorplans, and elevations for Phase 1 of the Project are attached hereto as Exhibit “A” and incorporated herein by this reference. The Applicant has contracted with TACK Architects, BVH Architects, and DLR for architectural and engineering service, and Olsson Associates for civil, survey, & public improvement design and construction administration for the

Project. The Applicant shall bid General Contracting services and select a qualified bidder prior to construction.

III. CURRENT TAX BASE

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

The projected taxable valuation of the overall Project is expected to be approximately \$175,800,000.00 at full buildout, which at the current mill levy would generate \$4,071,758.00 in annual tax revenue. The projected taxable valuation of Phase I is expected to be approximately \$59,500,000.00 at its completion, which at the current mill levy would generate \$1,378,099.00 in annual tax revenue.

IV. ZONING

Currently the Property is zoned C1 – Commercial District (“C1”). The Property is currently platted as 6 lots. With the Project, Applicant is proposing to re-plate the Property into 17 Lots and an Outlot for future platting. The Phase 1 buildings will be constructed on Lots 10, 13, 14, & 15 and the Phase II Buildings shall be constructed on Lots 3, 4, 5, 6, 8, 9, 11, 12, 16, and Outlot C, the lots hereby reflected on the proposed replat set forth as Exhibit “E” attached hereto. With the re-platting, we have proposed to change the zoning of the entire Property to Mixed-Use City Centre (“MU-CC”) zoning. The Plat that has been submitted and is currently working through the process is included in Exhibit “A” for reference.

V. UTILITIES & INFRASTRUCTURE

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

VI. PROJECT COSTS & TIF ALLOWABLE EXPENSES

The site and building construction cost breakdown includes preconstruction, site development costs, and acquisition costs. The total private costs for the Project are estimated to be approximately \$235,800,00.00. The Phase 1 total project costs are estimated to be approximately \$81,962,722.00, and is in the Project Sources & Uses of Funds is attached hereto as Exhibit “C” and by this reference made a part hereof.

TIF Eligible Expenses are also included in Exhibit “C” and by this reference made a part hereof.

VII. PUBLIC IMPROVEMENTS

The current condition of the Property is blighted and substandard. The Applicant wishes to work with the Agency and the City with respect to new public improvements including:

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

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

VIII. SOURCES & USES/TOTAL PROJECT COSTS

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

IX. PROJECT TIMELINE

The Agency's demolition and regrading is expected to commence in September of 2016, with the first Phase I building commencing in the spring of 2017 and the Project to be substantially completed by early 2019. Future Phases of the Project are expected to start as soon as commercial leases are secured for occupancy of the buildings in that associated Phase and would likely be constructed over an 18 to 30 month period depending the size of the buildings in that phase.

X. PRO-FORMA - PROFIT/LOSS AND CASH FLOW STATEMENTS

Project costs are projected as set forth in the Sources & Uses of Funds attached hereto as Exhibit "C". An Income Statement for both the overall Project and Phase 1 of the Project are also included herein as Exhibit "D".

XI. ROI ANALYSIS – STATEMENT OF NEED

Attached hereto as Exhibit "D" is an investment analysis which outlines the projected return on invested capital (ROI). The Applicant's ROI without TIF financing would be **4.12%**, causing the Project to be financially infeasible to the Applicant. With the proposed Tax Increment Financing, the Applicant's ROI would be **8.65%**, realizing an acceptable return for the Applicant. The Applicant hereby requests Tax Increment Financing for the overall Project, including two (2) years of capitalized interest, in a principal amount up to **Thirty-Seven Million, Four Hundred Twenty-Eight Thousand, Five Hundred Dollars (\$37,428,500.00)**. As the first note within the afore mentioned request for Tax Increment Financing, the Phase I request for Tax Increment Financing, including two (2) years of capitalized interest in the amount of **Thirteen Million, Sixty-Nine Thousand, Seven Hundred Dollars (\$13,069,700.00)**. The receipt of such TIF proceeds will enhance the returns to an acceptable level as shown herein and illustrated in Exhibit "D."

XII. EVALUATION CRITERIA: MANDATORY CRITERIA

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

XIII. COST-BENEFIT ANALYSIS

1. The use of Tax Increment Financing will not result in tax shifts. The current level of taxes will continue to flow to the current taxing entities and only the increased value of revenues resulting from the improvements will be applied to the cost of the improvement.

2. Applicant understands the City has for some time recognized the potential need for the City to make public improvements to eliminate and prevent recurrence of the 84th Street substandard and blighted area. The redevelopment plan included such provisions. The City would construct public improvements within the mixed use redevelopment project area, including public street, recreational areas and off-street parking. Applicant understand the City is working on an amendment to the Redevelopment Plan that would include such improvements. Applicant, using TIF, would provide additional public improvements, such as enhanced facades, sidewalk landscaping and sidewalk furniture. Applicant does not expect significant additional public infrastructure or community public service needs or local total tax impacts beyond those described above as a result of the Project.

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

4. The development will positively impact other businesses in the immediate area outside of the boundaries of the redevelopment area because the addition of more quality residential housing will result in a new employment base within the redevelopment area, which provides for a larger pool of qualified potential employees and customers for the businesses in the immediate area inside and outside of the boundaries of the redevelopment area

5. The elimination of the substandard and blight conditions in this area will bring needed economic opportunities to this area of the community. The revitalization will cause an increase in traffic in the area. The long-term benefits resulting from the elimination of the substandard and blight condition and the increase in the tax base resulting from the development are other valid justifications to provide assistance to the Project, which increase is expected to be more than 40 additional employment opportunities. Applicant certifies that (i) the Redeveloper has not and does not currently intend to file an application with the Department of Revenue for tax incentives under the Nebraska Advantage Act for a project located or to be located within the redevelopment project area, (ii) an application has not been approved under the Nebraska Advantage Act, and (iii) this application does not include and it currently intended that it will not include a refund of the city's local option sales tax revenue.

XIV. EMPLOYMENT INFORMATION

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

Respectfully submitted,



La Vista City Centre, LLC, a Nebraska

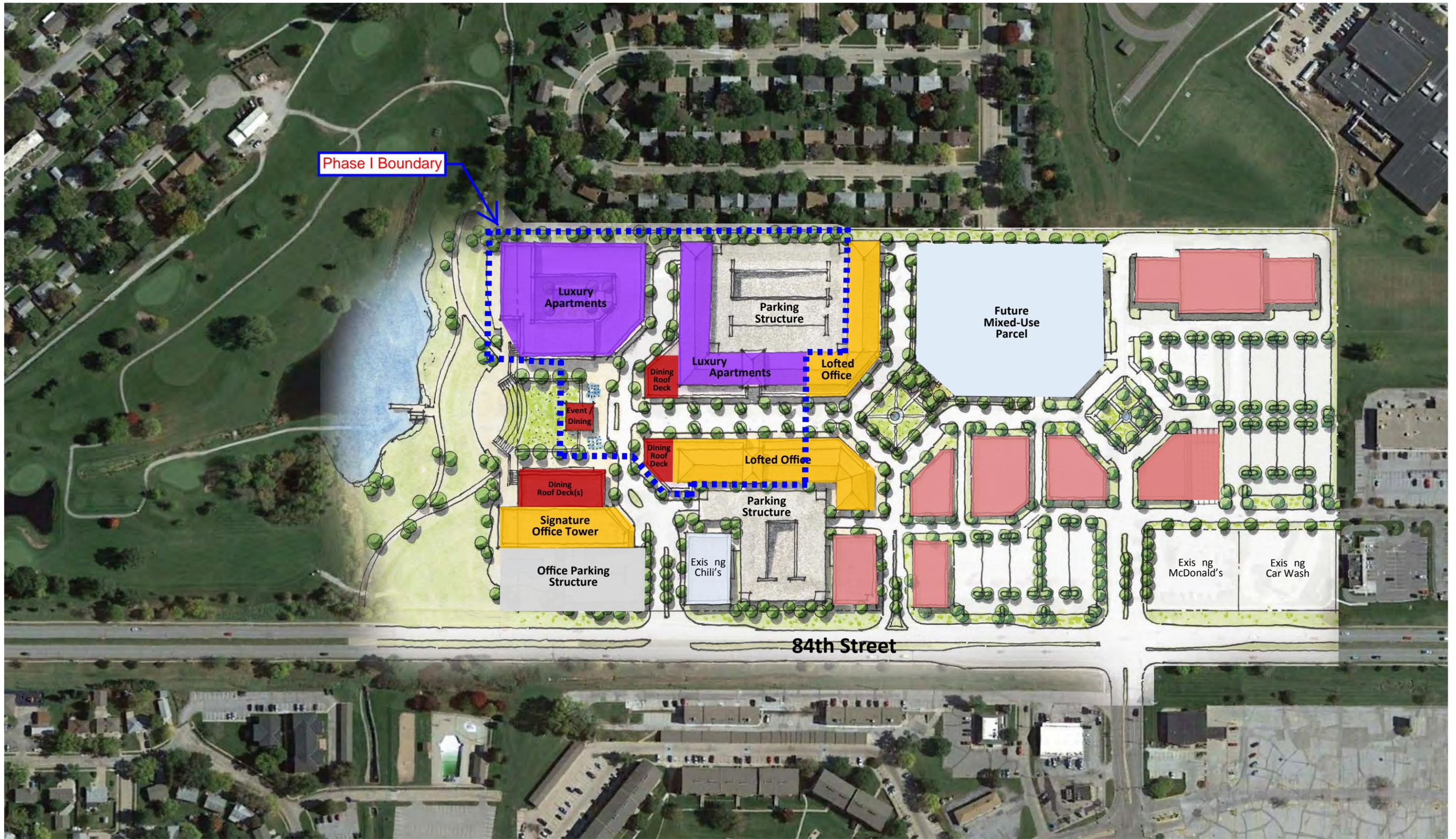
Limited Liability Company

APPLICATION ATTACHMENTS:

- A. Site Plans & Elevations
- B. Alta Survey (site specific)
- C. Sources & Uses of Funds / Construction Budget / TIF Eligible Expenses
- D. Pro Forma and ROI Analysis

Exhibit "A"
Site Plans and Elevations

Attached.



Phase I Boundary

Luxury Apartments

Parking Structure

Future Mixed-Use Parcel

Luxury Apartments

Lofted Office

Dining Roof Deck

Event / Dining

Dining Roof Deck

Lofted Office

Dining Roof Deck(s)

Parking Structure

Signature Office Tower

Office Parking Structure

Exis ng Chili's

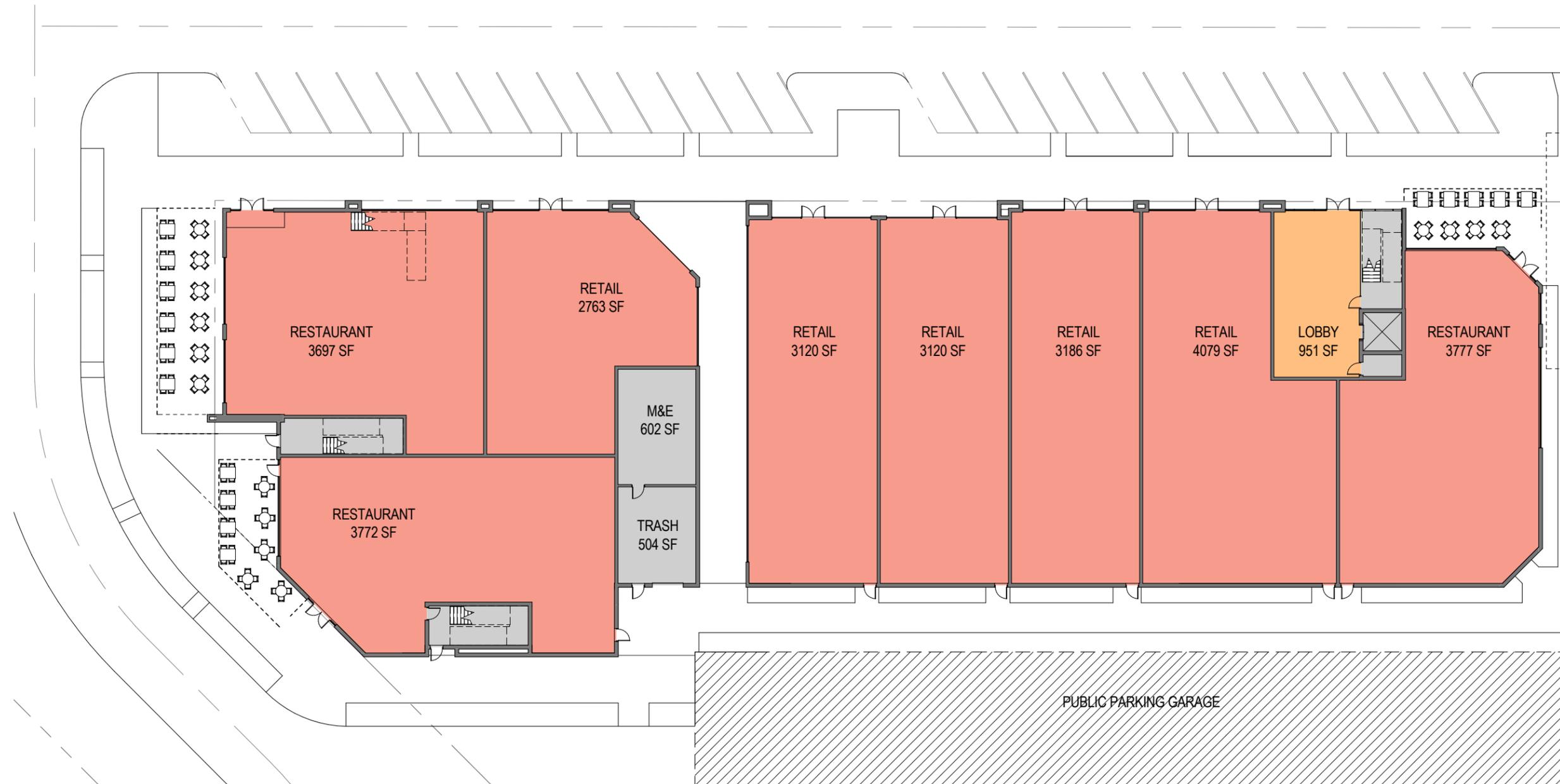
Exis ng McDonald's

Exis ng Car Wash

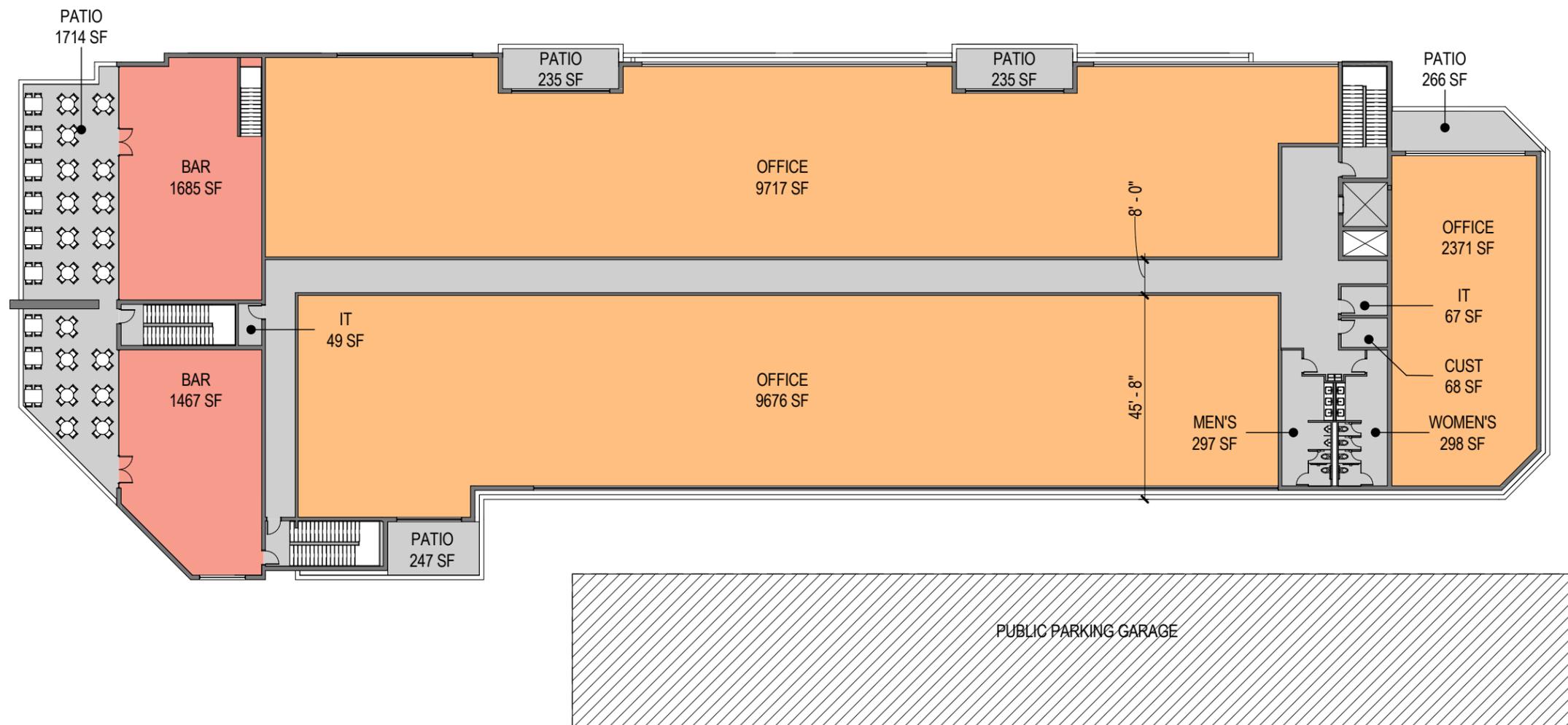
84th Street



- OFFICE
- RETAIL
- SERVICES



- OFFICE
- RETAIL
- SERVICES

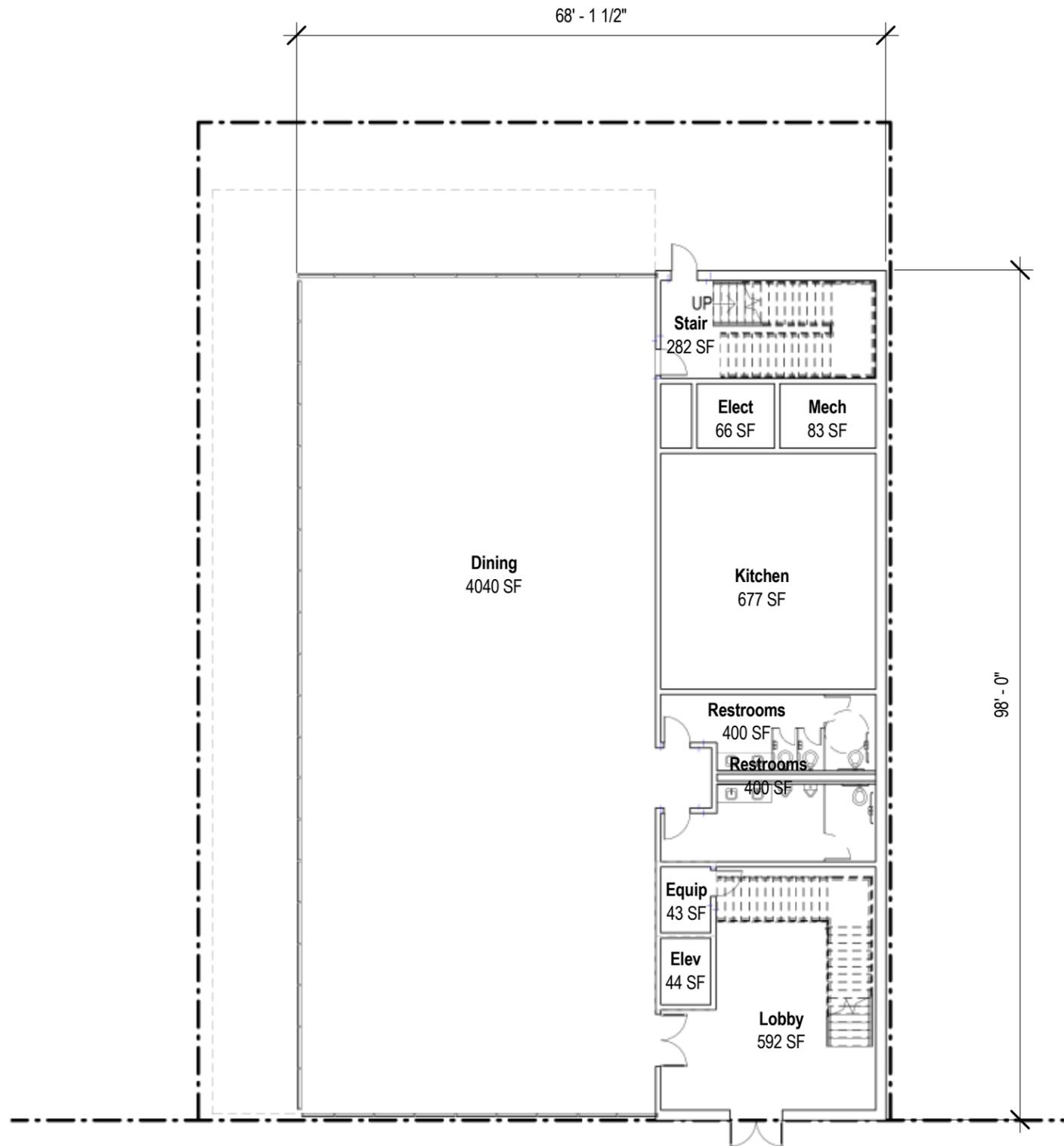




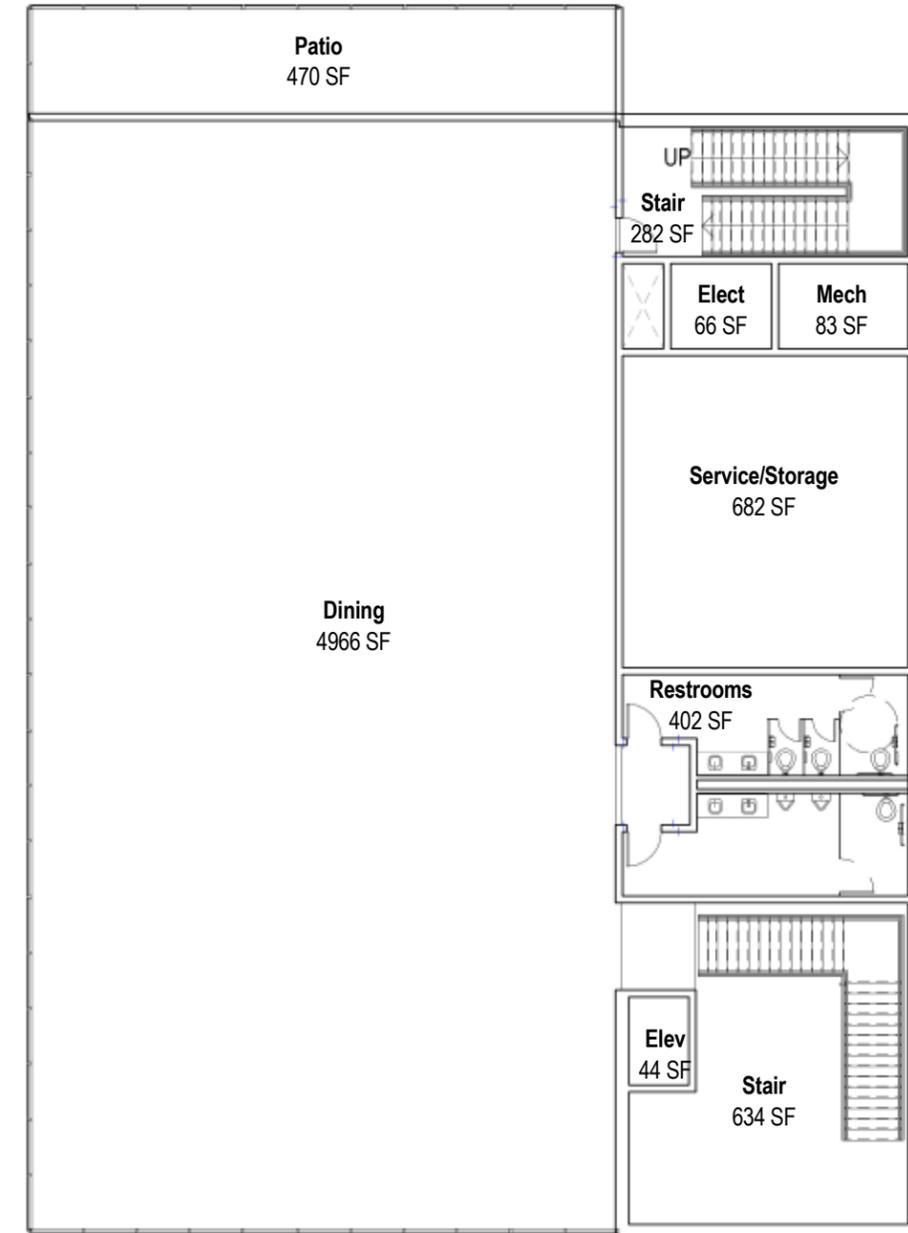
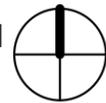
LA VISTA CITY CENTRE | VIEW FROM NORTHEAST
17 JUNE 2016





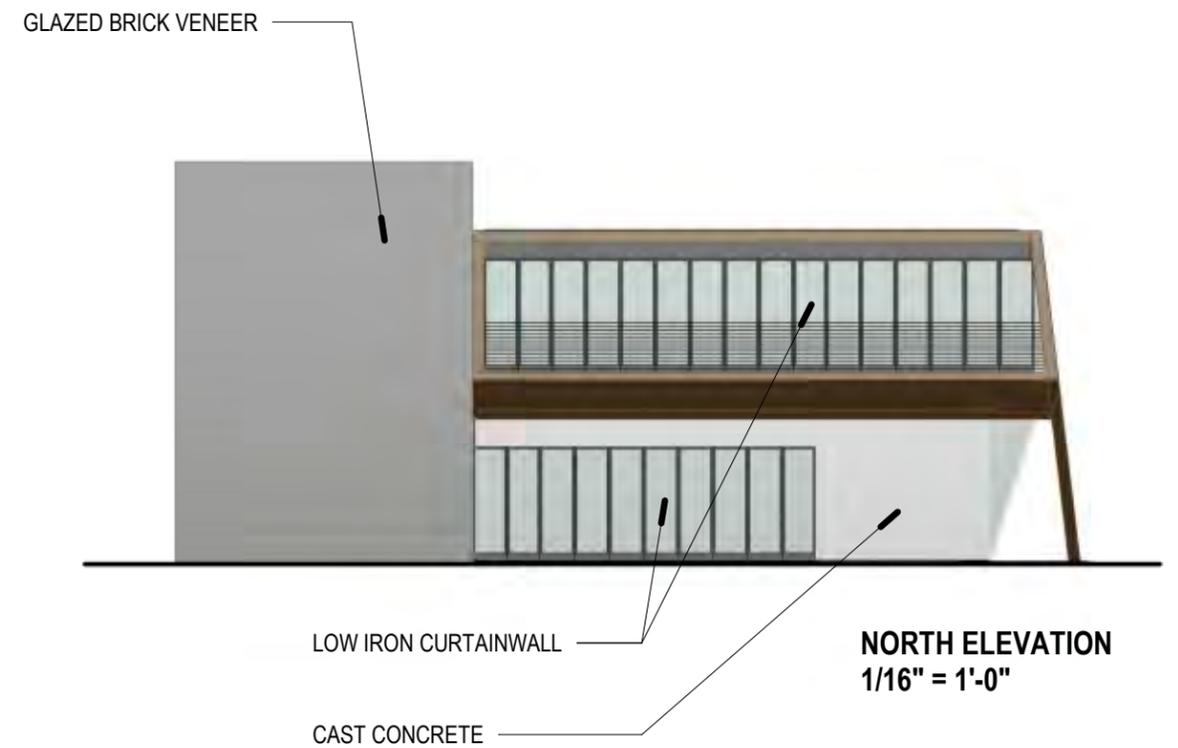
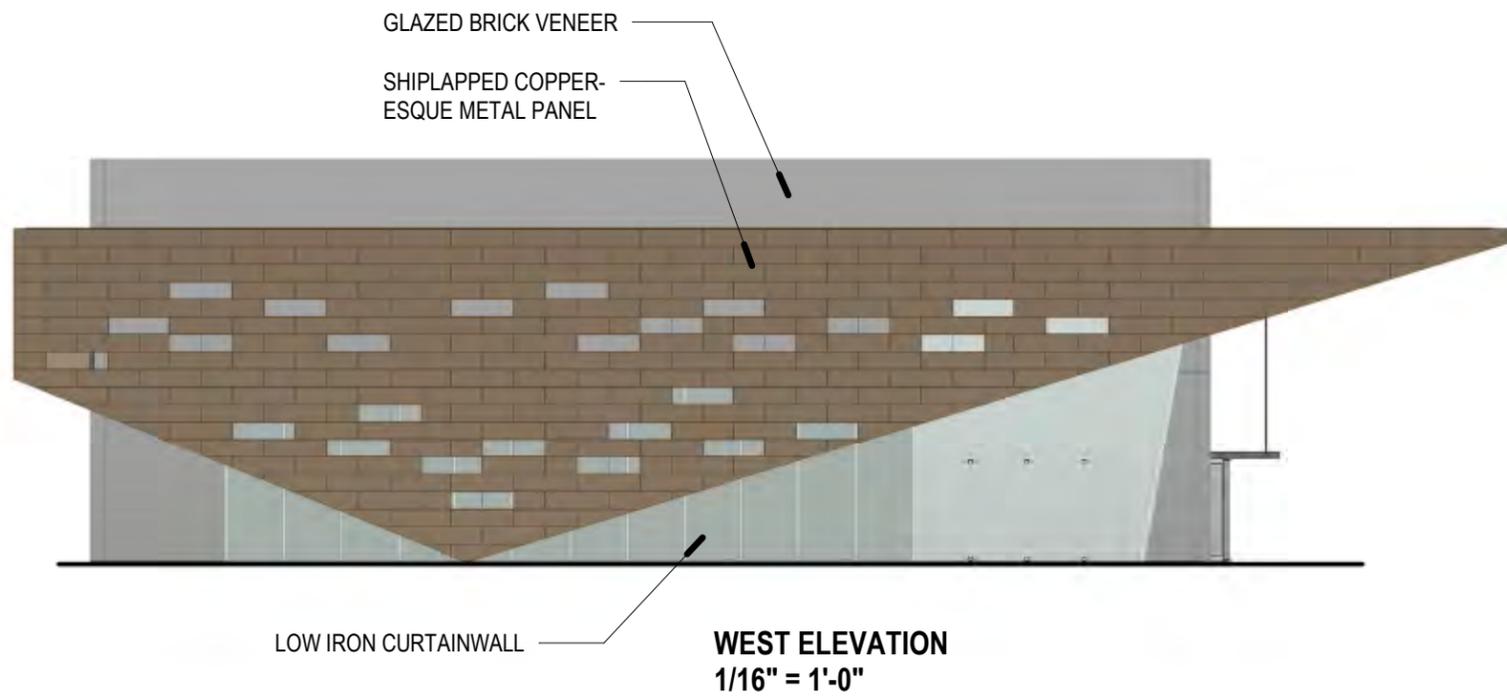
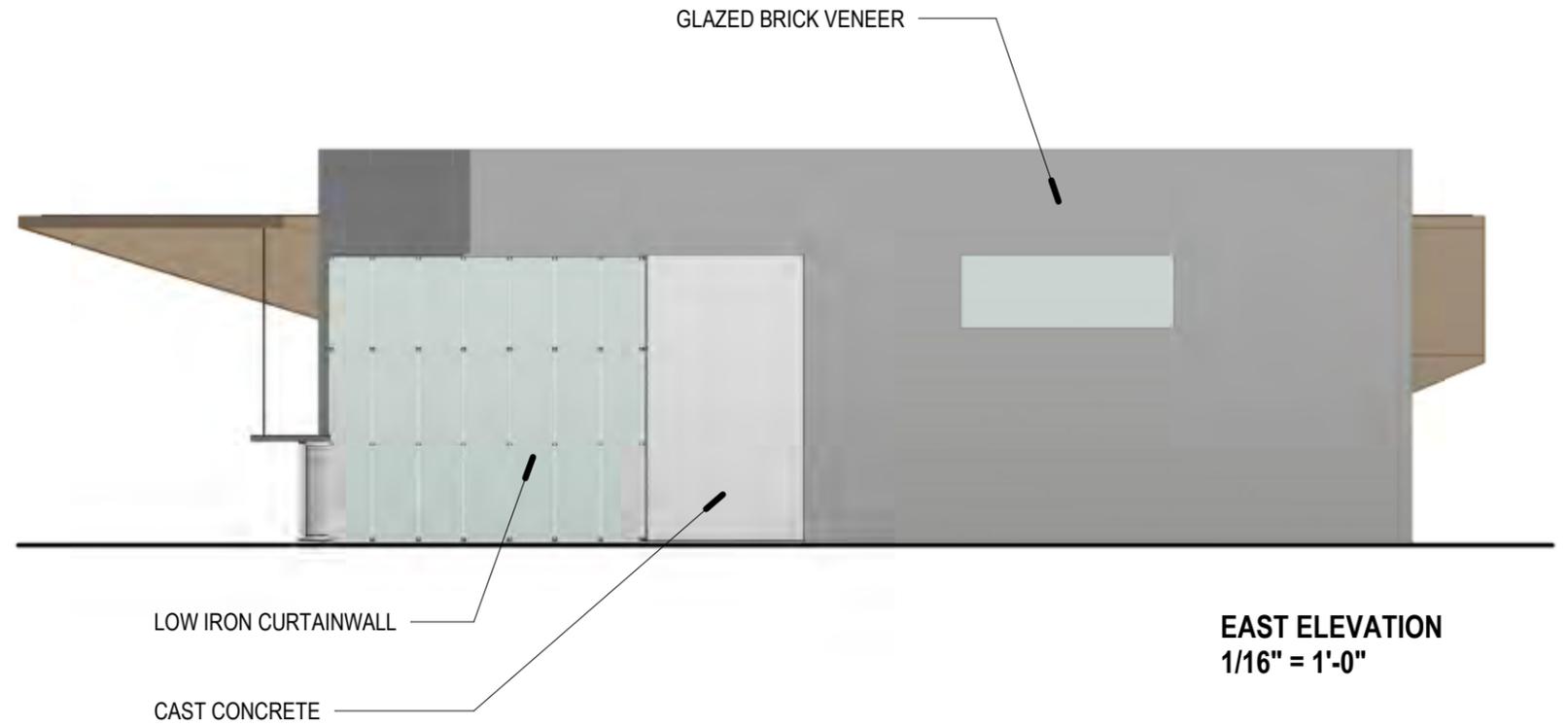
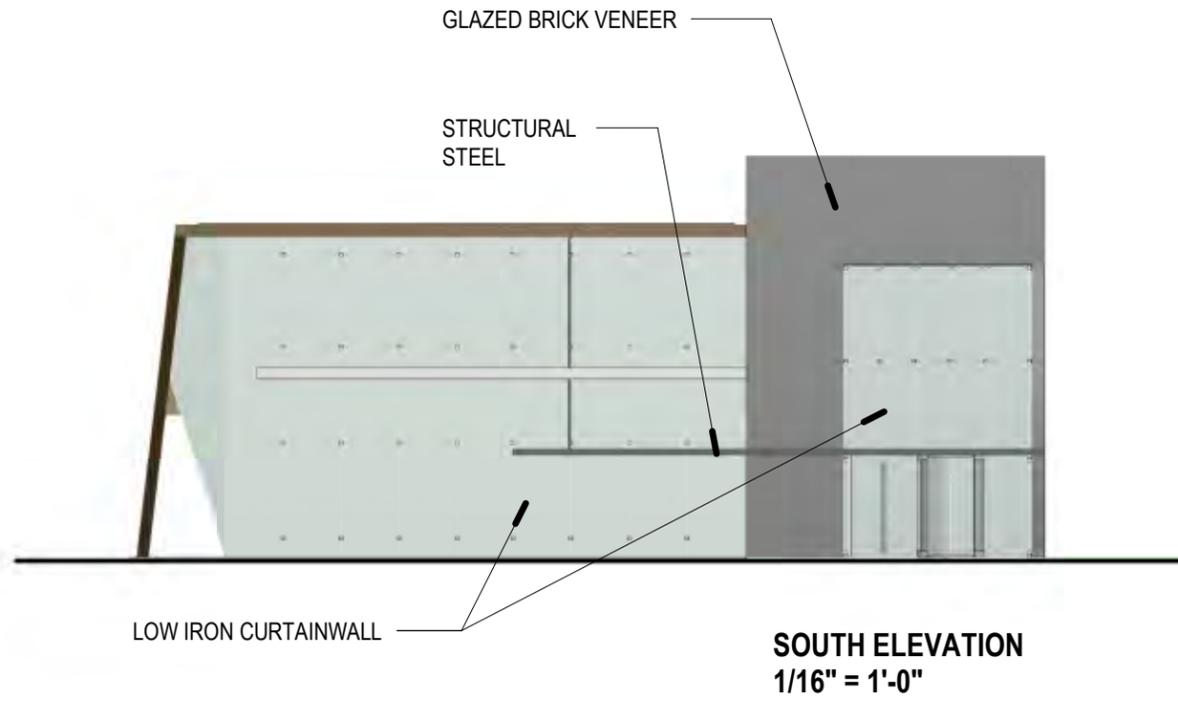


FIRST FLOOR PLAN
1/16" = 1'-0"



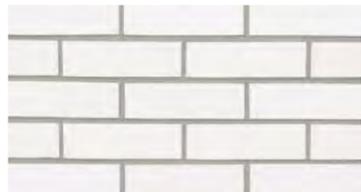
SECOND FLOOR PLAN
1/16" = 1'-0"







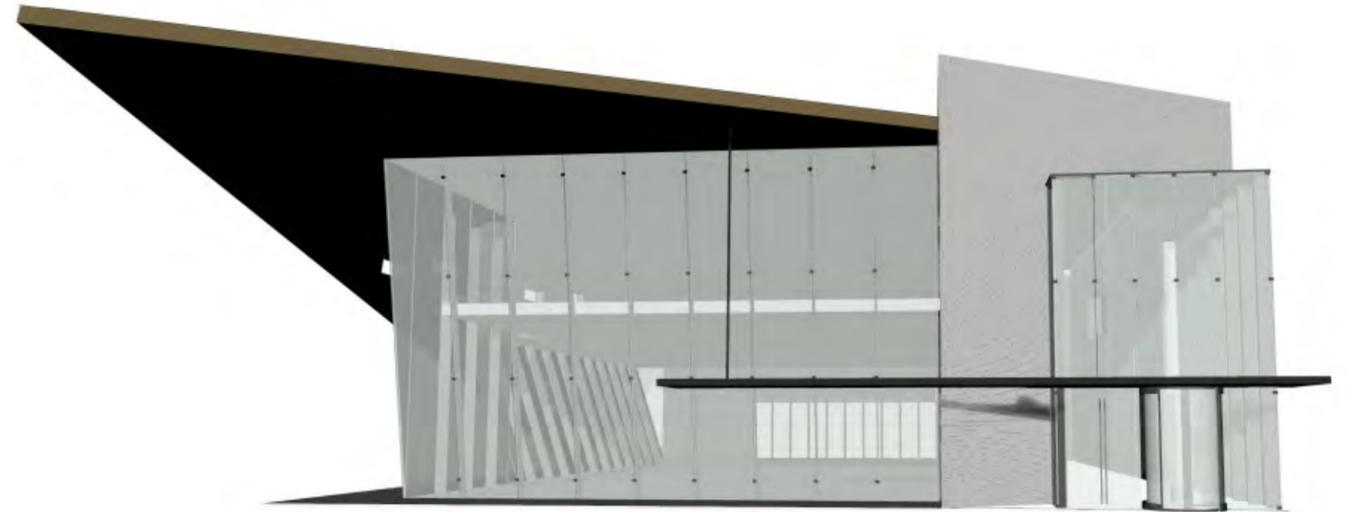
CAST CONCRETE



GLAZED BRICK



COPPER-ESQUE METAL PANEL



SOUTH RENDERING



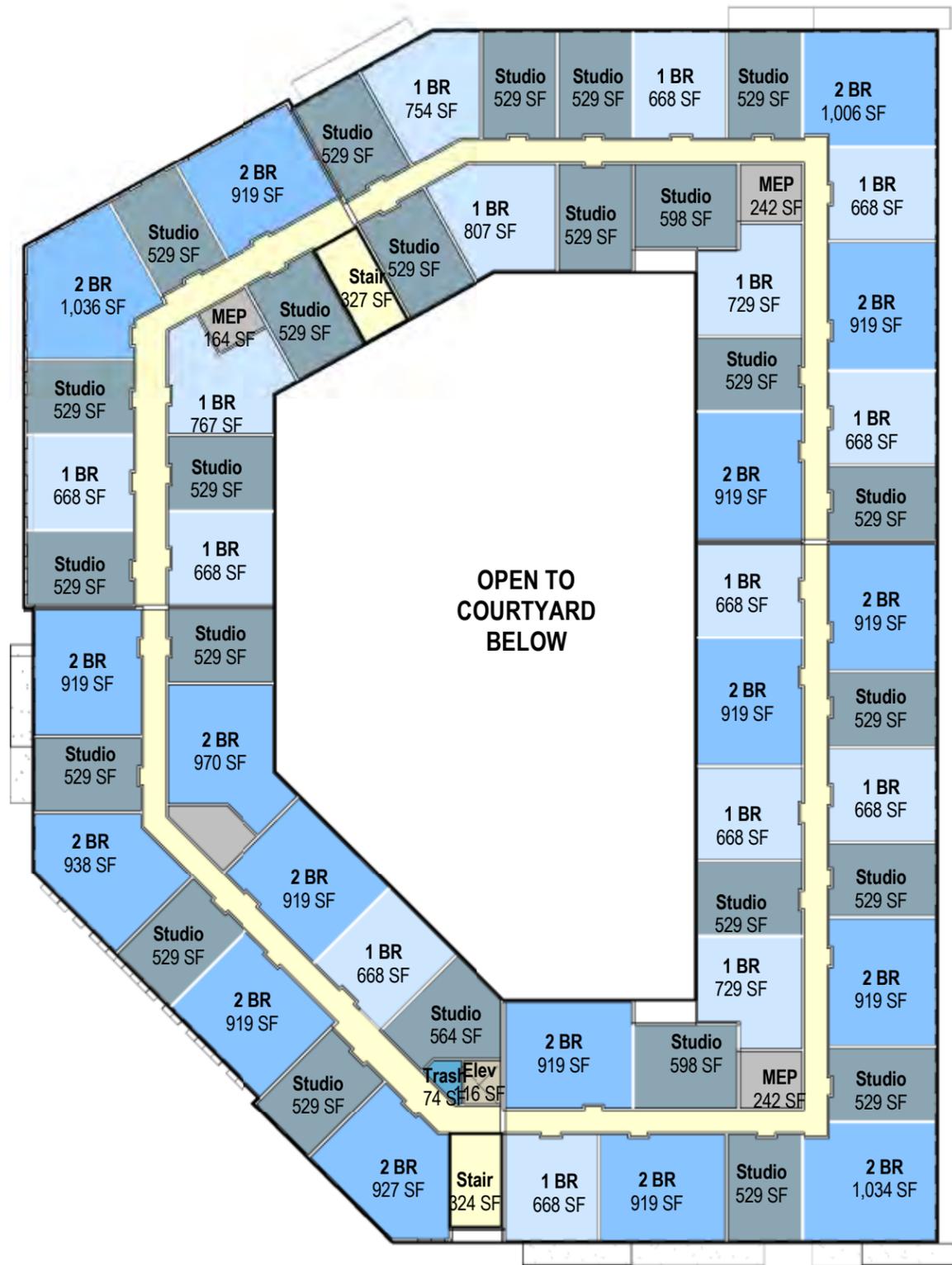
WEST RENDERING



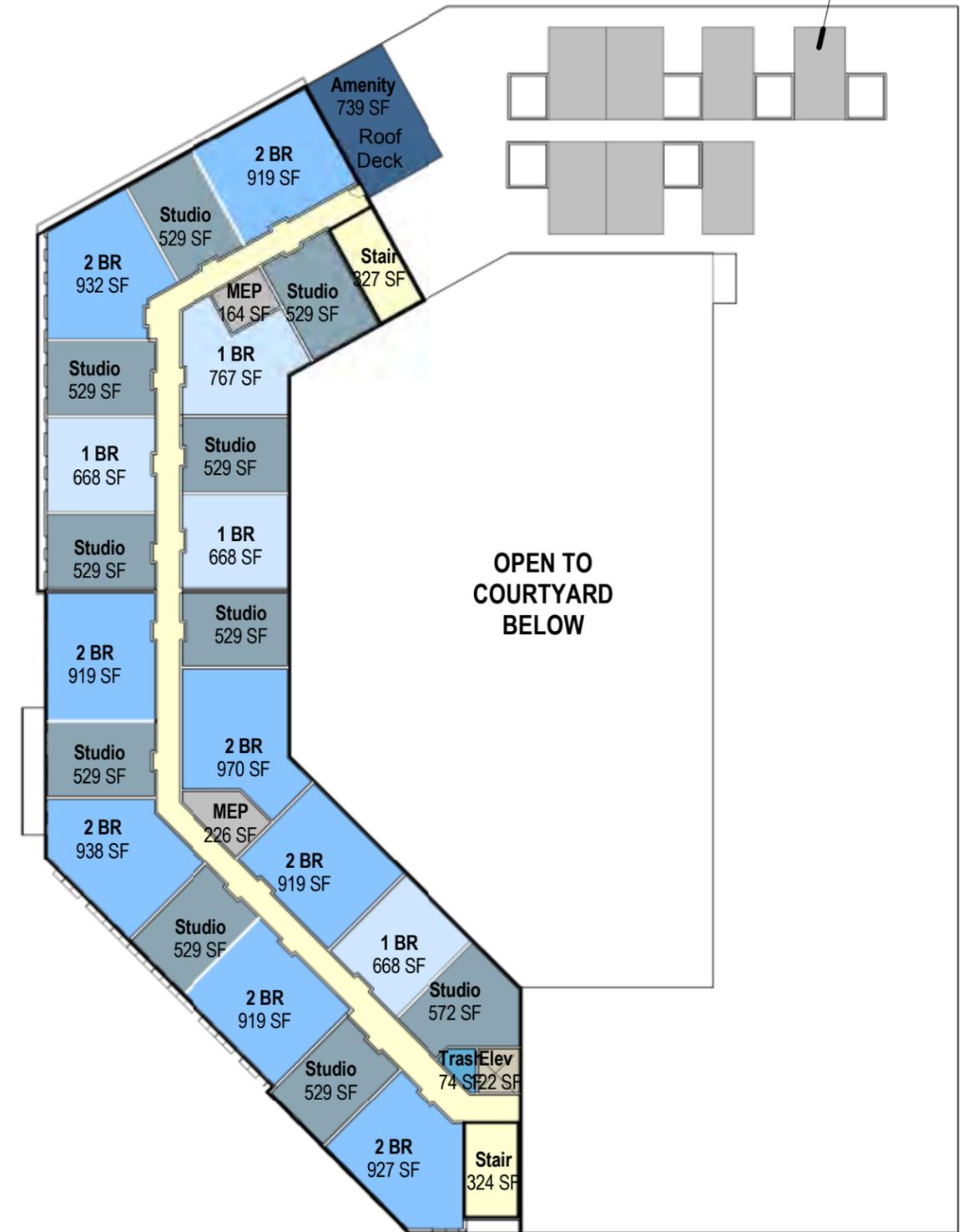
NORTHWEST RENDERING

La Vista City Centre

Date: 07/01/2016



FIFTH FLOOR PLAN
1" = 40'

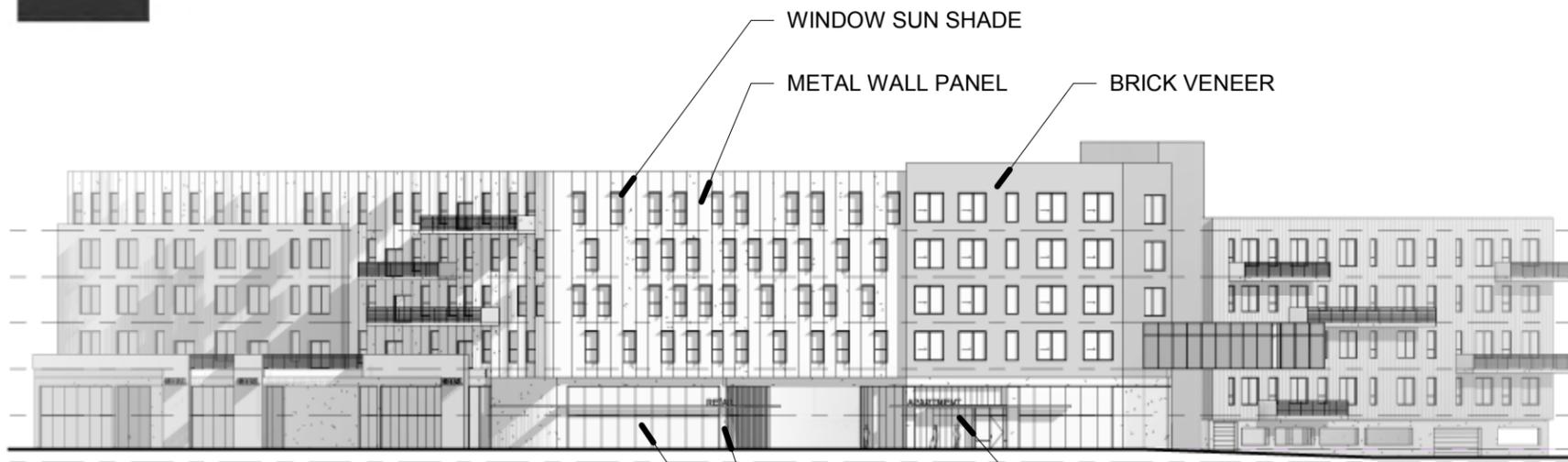


SIXTH FLOOR PLAN
1" = 40'





SOUTHWEST PERSPECTIVE



SOUTHWEST ELEVATION
1" = 40'



SOUTH ELEVATION
1" = 40'

CAST IN PLACE CONCRETE

ALUMINUM STOREFRONT SYSTEM

EXTRUDED POLYCARBONATE PANEL

ALUMINUM STOREFRONT SYSTEM

BRICK VENEER

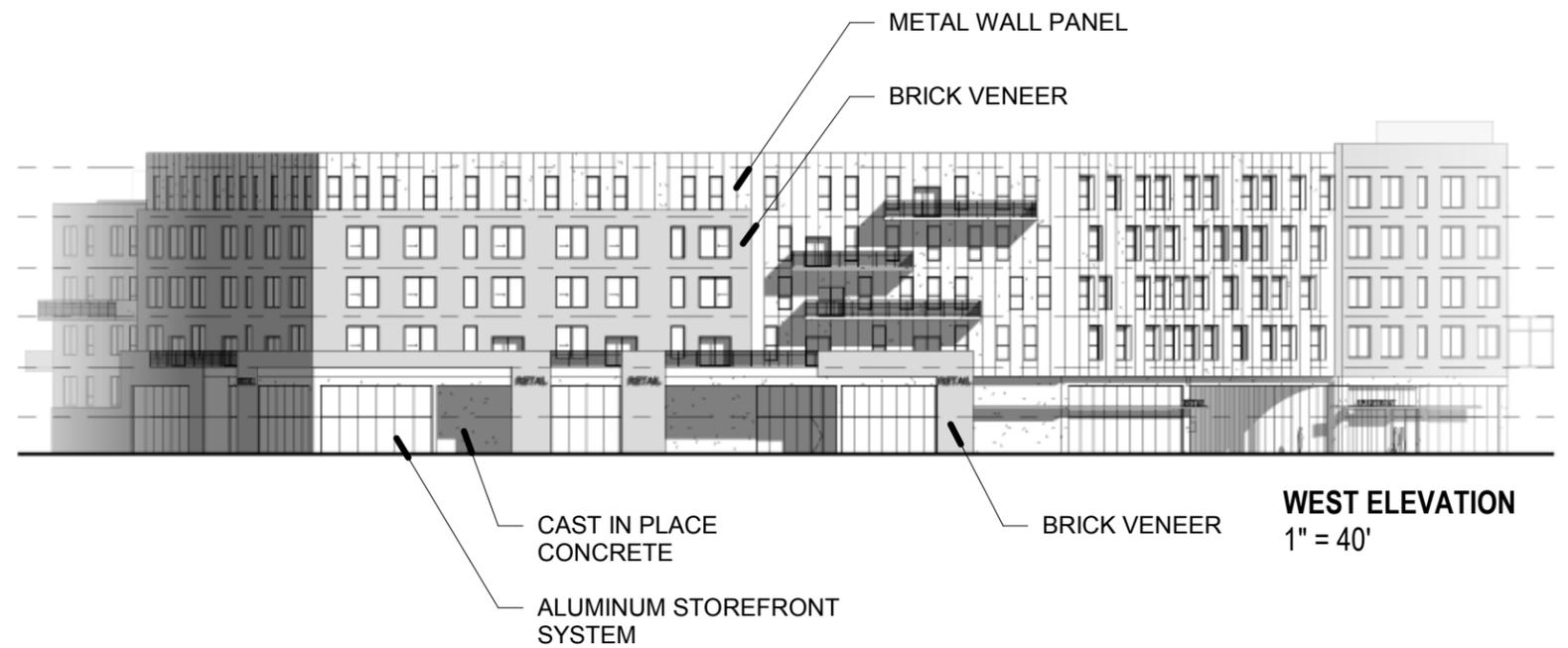
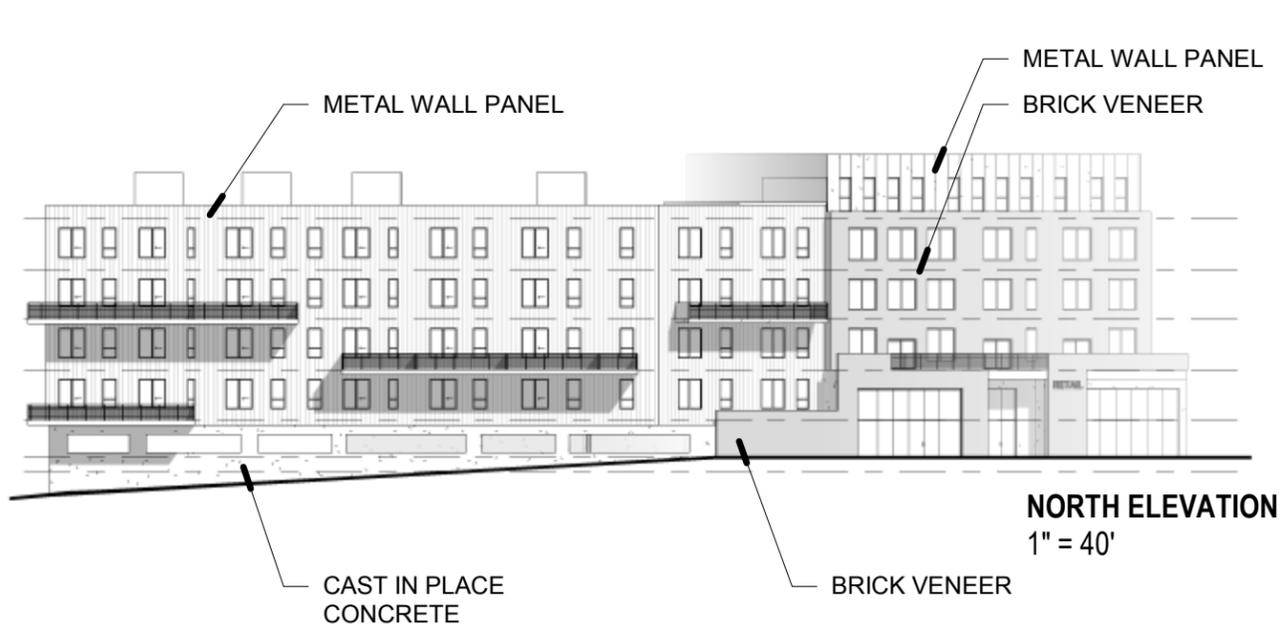
CAST IN PLACE CONCRETE

La Vista City Centre Mixed Use

Date: 07/01/2016



NORTHWEST PERSPECTIVE

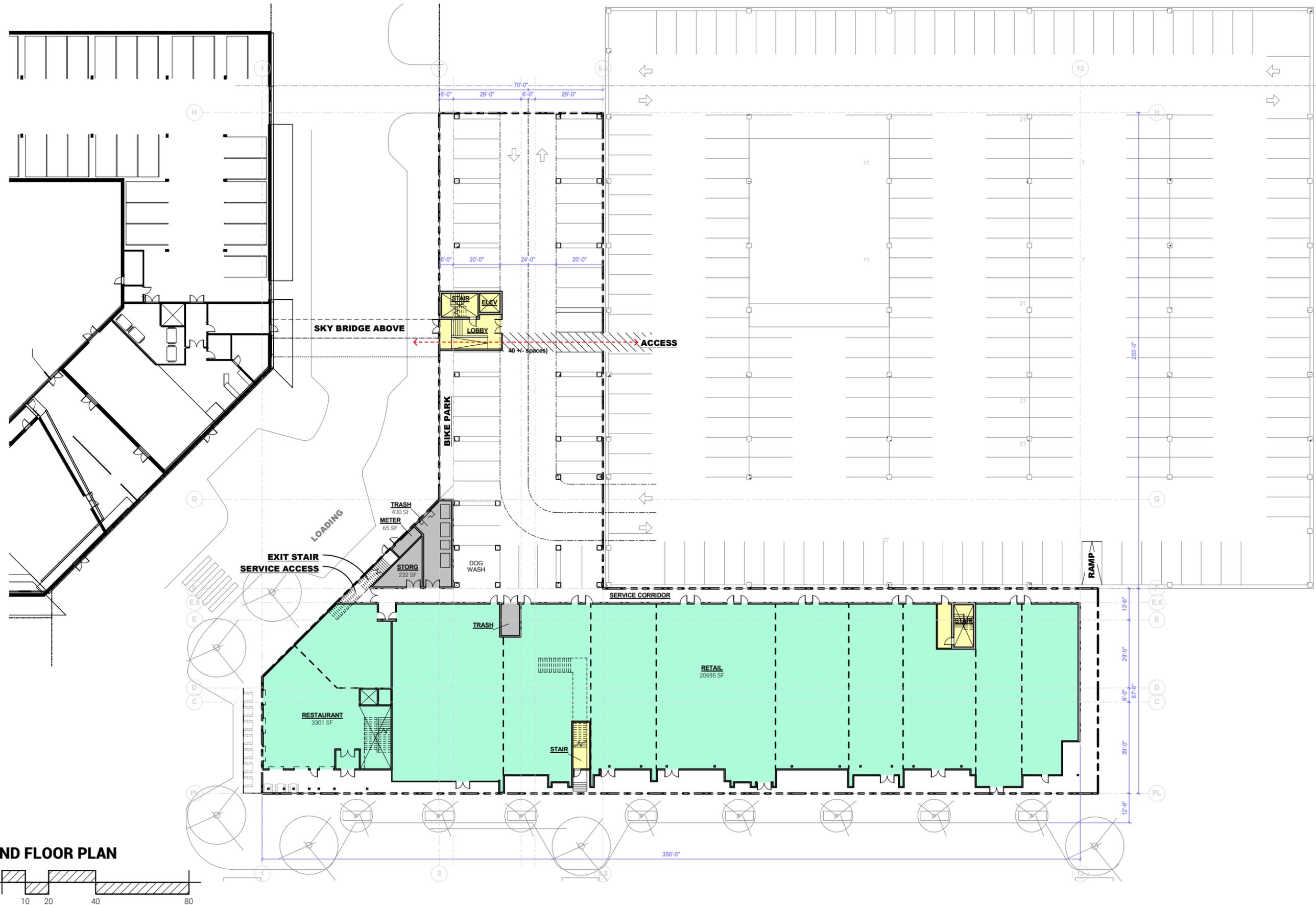


La Vista City Centre Mixed Use

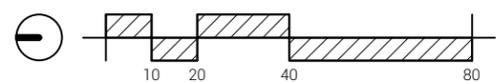
Date: 07/01/2016



LAVISTA CITY CENTRE
GROUND FLOOR PLAN



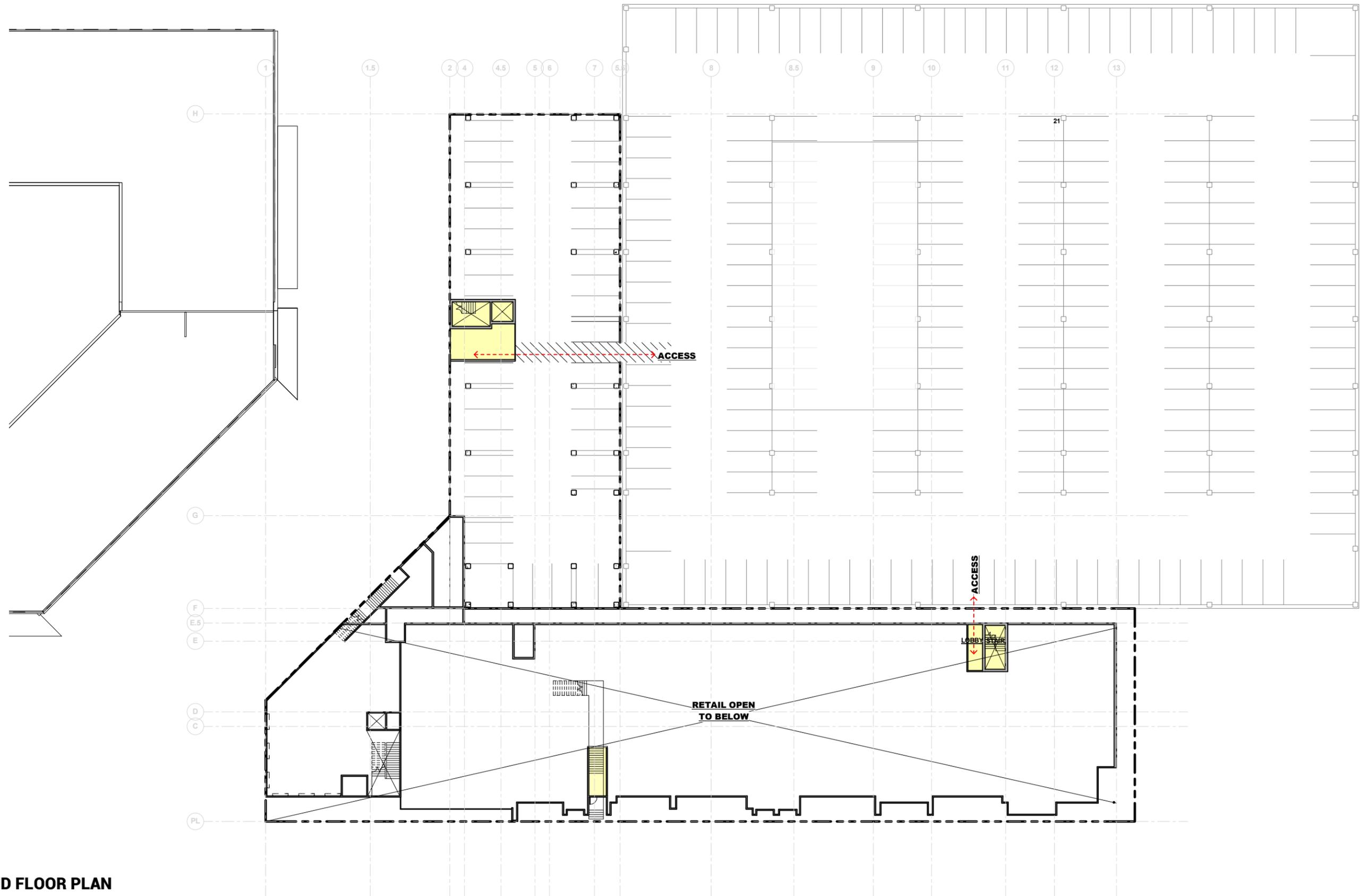
GROUND FLOOR PLAN



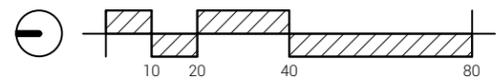


06.30.2016

LAVISTA CITY CENTRE
SECOND FLOOR PLAN



SECOND FLOOR PLAN



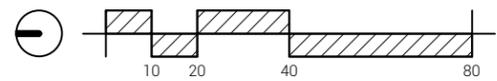


06.30.2016

LAVISTA CITY CENTRE
THIRD FLOOR PLAN



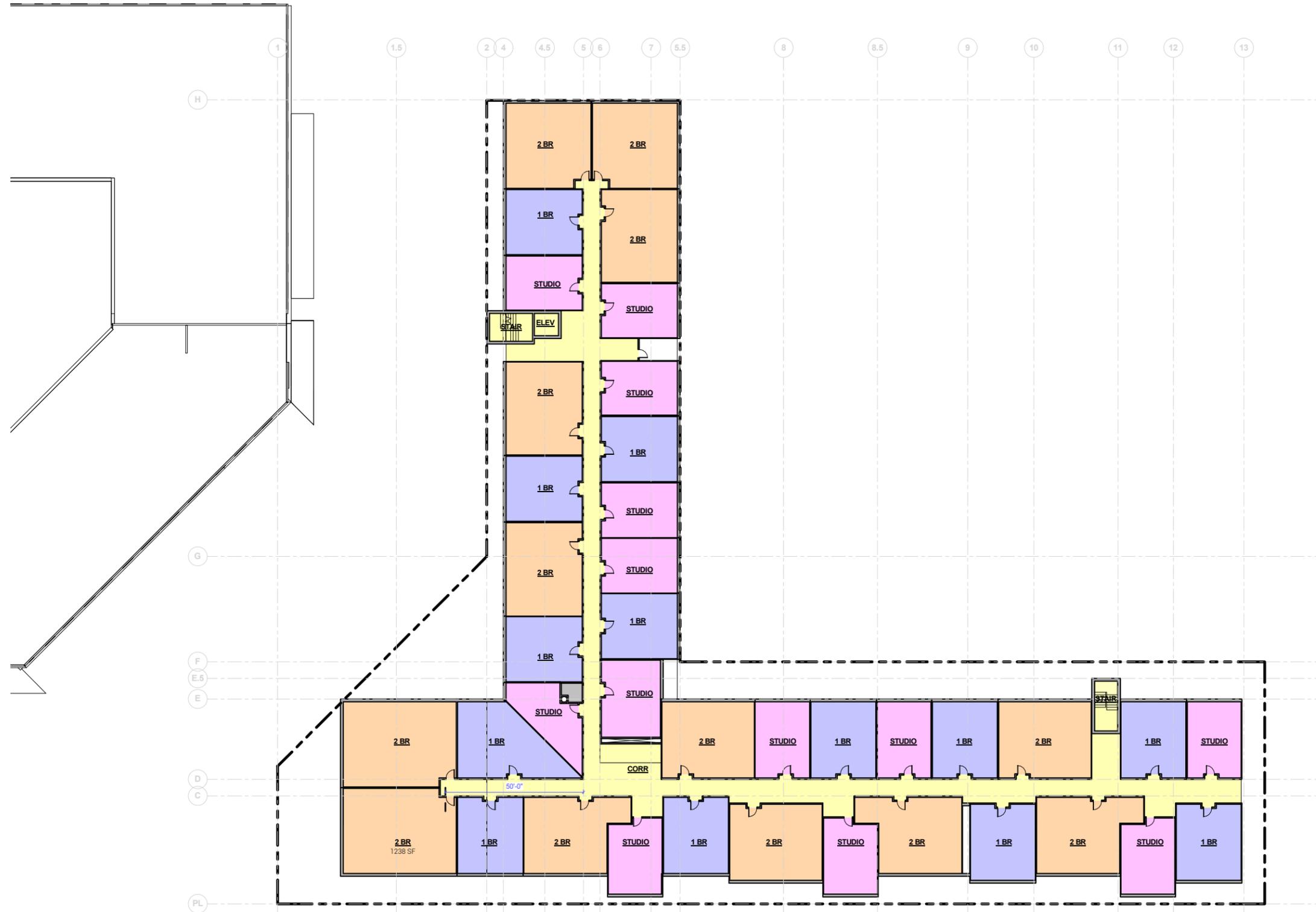
THIRD FLOOR PLAN



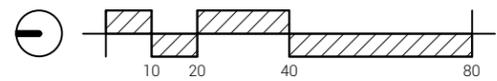


06.30.2016

LAVISTA CITY CENTRE
FOURTH FLOOR PLAN (5TH SIM)



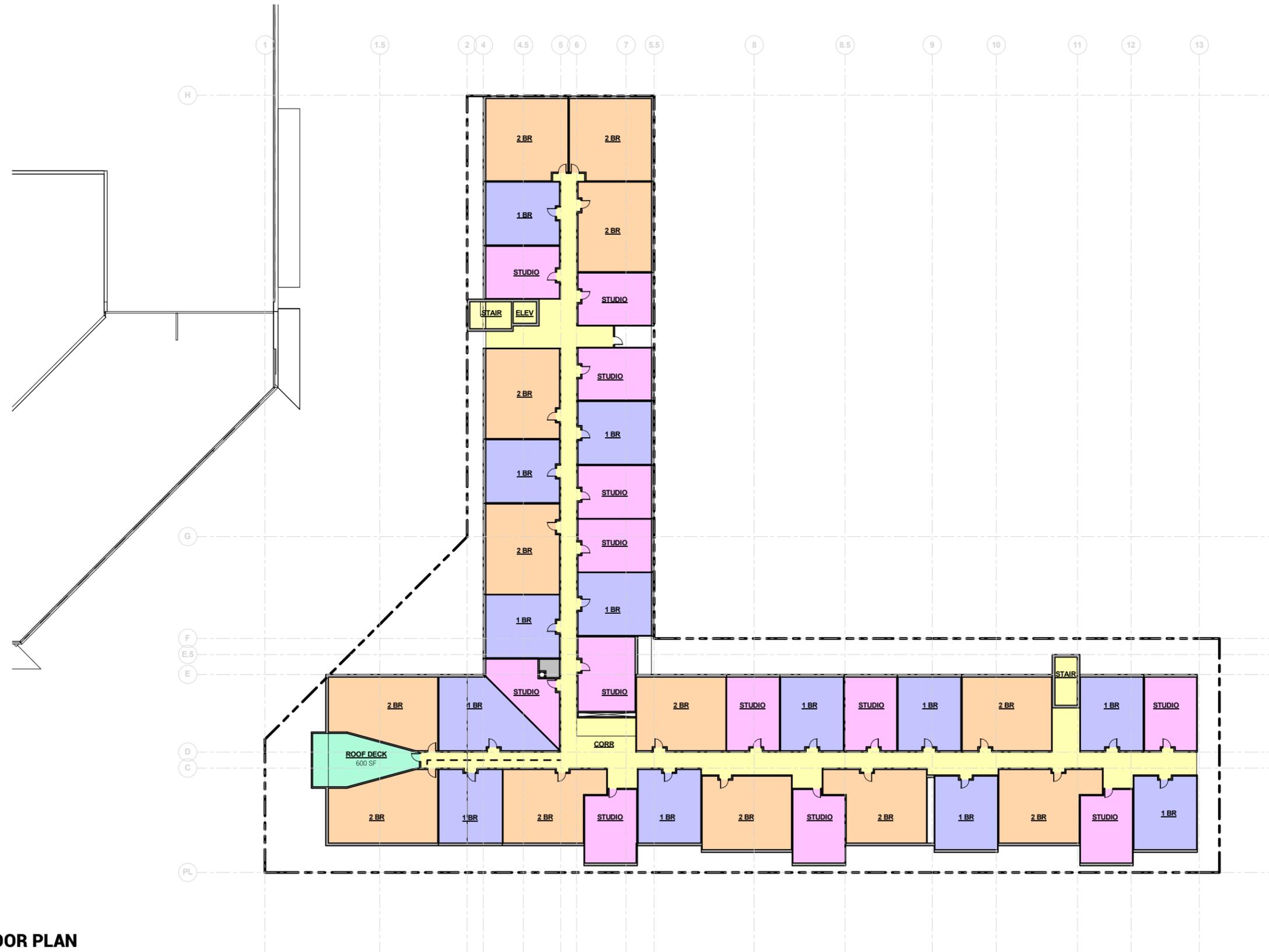
FOURTH FLOOR PLAN (5TH FLOOR SIM)



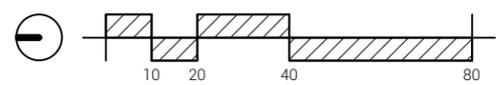


06.30.2016

LAVISTA CITY CENTRE
SIXTH FLOOR



SIXTH FLOOR PLAN





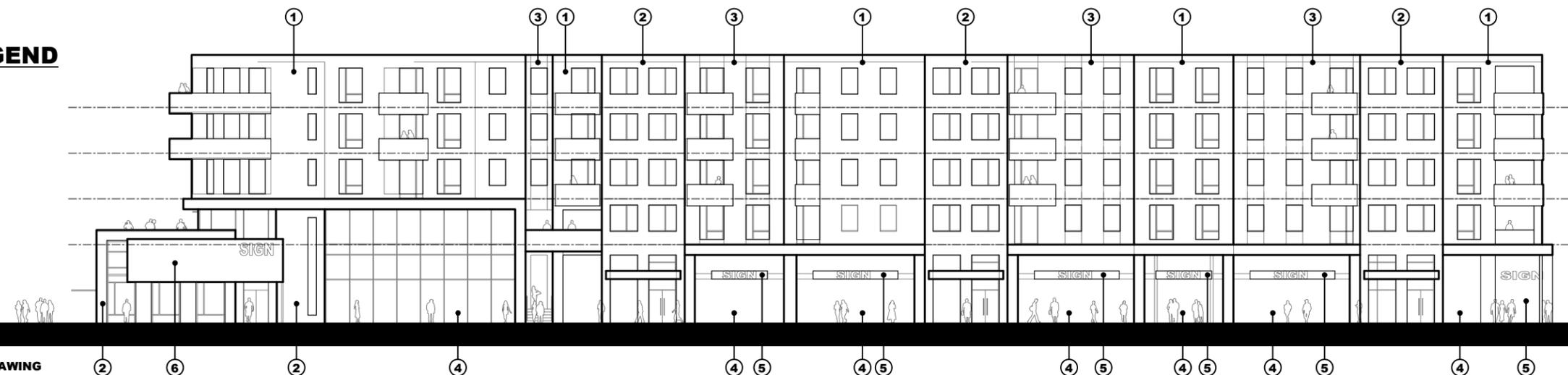
LAVISTA CITY CENTRE
CONCEPT RENDERINGS



CONCEPT RENDERING FROM NORTHWEST STREET CORNER

MATERIALS LEGEND

- ① METAL WALL PANEL CLADDING
- ② MASONRY VENEER
- ③ FIBER CEMENT WALL CLADDING
- ④ STOREFRONT / GLAZING
- ⑤ WOOD WALL CLADDING
- ⑥ PERFORATED METAL SHADING DEVICE



WEST ELEVATION CONCEPT DRAWING



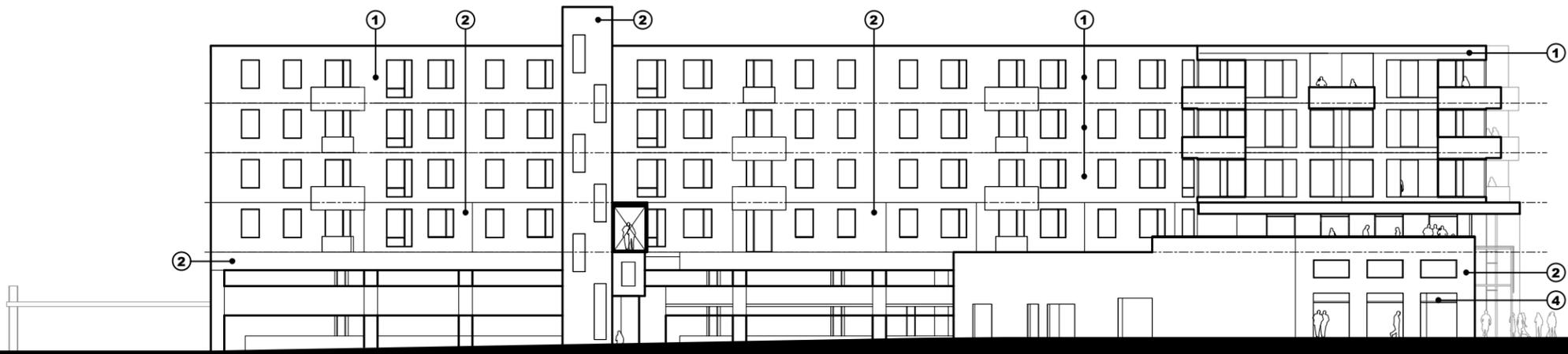
LAVISTA CITY CENTRE
CONCEPT RENDERINGS



CONCEPT RENDERING FROM NW STREET CORNER

MATERIALS LEGEND

- ① METAL WALL PANEL CLADDING
- ② MASONRY VENEER
- ③ FIBER CEMENT WALL CLADDING
- ④ STOREFRONT / GLAZING
- ⑤ WOOD WALL CLADDING
- ⑥ PERFORATED METAL SHADING DEVICE



NORTH ELEVATION CONCEPT DRAWING

Exhibit "B"
ALTA Survey

LOT OWNERSHIP
 BRIARWOOD SUBDIVISION

LABEL KEY	LAND OWNER	LABEL KEY	LAND OWNER
1	8101 MARISU LANE JOHN DOHM	9	7819 LEAPFLUM DRIVE JASON T GIBSON
2	7833 LEAPFLUM DRIVE TROY & JACQUELINE HAINES	10	7817 LEAPFLUM DRIVE GRAY & JACQUELINE HAINES
3	7831 LEAPFLUM DRIVE GARY L VALASEK	11	7815 LEAPFLUM DRIVE JEREMY DONALD JENSEN
4	7829 LEAPFLUM DRIVE DELYNN & ANITA HASEMAN	12	7813 LEAPFLUM DRIVE TRACY L HE TRHEAD
5	7827 LEAPFLUM DRIVE JOSHUA & SARA MEDINA	13	7811 LEAPFLUM DRIVE CRAIG ROBERT WEATHERS
6	7825 LEAPFLUM DRIVE MICHELLE JUDD	14	7809 LEAPFLUM DRIVE DOMCO & HEATHER FERGUSON
7	7823 LEAPFLUM DRIVE ADAM CHRISTOPHER JOHNSON	15	7807 LEAPFLUM DRIVE ELIZABETH T LUBE
8	7821 LEAPFLUM DRIVE EILEEN A BULLARD	16	7805 LEAPFLUM DRIVE CHARLES K COLE

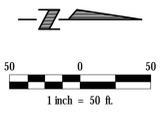
HATCH LEGEND

[Symbol]	NOT IN TITLE 25.0 FT NORTHWESTERN BELL TELEPHONE EASEMENT BOOK 46, PAGE 674	[Symbol]	ITEM 22 10.0' PEDESTRIAN EASEMENT NST No. 1990-18556
[Symbol]	NOT IN TITLE 30.0' OFP EASEMENT BOOK 7, PAGE 530 BOOK 29 PAGE 348	[Symbol]	ITEM 22 SANITARY SEWER EASEMENT NST No. 1990-18556
[Symbol]	ITEM 21 & ITEM 22 NO ACCESS TO 84TH STREET EASEMENT NST No. 1990-18510 NST No. 1990-18556	[Symbol]	ITEM 22 STORM SEWER EASEMENT NST No. 1990-18556
[Symbol]	ITEM 22 NO ACCESS TO MARISU LANE FROM LOT 1 NST No. 1990-18556	[Symbol]	ITEM 22 STORM SEWER & DRAINAGE EASEMENT NST No. 1990-18556
[Symbol]	ITEM 22 COMMON ACCESS EASEMENT NST No. 1990-18556	[Symbol]	ITEM 22 UTILITY EASEMENT NST No. 1990-18556

LEGEND

NOTE: FOR REFERENCE ONLY, ITEMS DEPICTED IN LEGEND MAY NOT APPEAR ON PLANS.

[Symbol]	PROPERTY CORNER FOUND (AS NOTED)	[Symbol]	TELEPHONE RISER	[Symbol]	FENCE LINE
[Symbol]	PLATTED DISTANCE	[Symbol]	CABLE TV RISER	[Symbol]	GAS LINE
[Symbol]	MEASURED DISTANCE	[Symbol]	FIRE HYDRANT	[Symbol]	WATER LINE
[Symbol]	BUILDING	[Symbol]	UTILITY VALVE (WATER)	[Symbol]	POWER LINE (OVERHEAD)
[Symbol]	POWER RISER	[Symbol]	MANHOLE	[Symbol]	POWER LINE (UNDER GROUND)
[Symbol]	POWER POLE	[Symbol]	CURB INLET	[Symbol]	COMMUNICATION LINE (TELEPHONE, TV)
[Symbol]	GUY WIRE	[Symbol]	UTILITY VALVE (GAS)	[Symbol]	SANITARY SEWER LINE
[Symbol]	LIGHT POLE	[Symbol]	SIGN	[Symbol]	STORM SEWER LINE
		[Symbol]		[Symbol]	FIBER OPTICS LINE



UTILITIES NOTE:
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM OBSERVED EVIDENCE TOGETHER WITH EVIDENCE FROM PLANS OBTAINED FROM UTILITY COMPANIES OR PROVIDED BY CLIENT, AND MARKING BY UTILITY COMPANIES AND OTHER APPROPRIATE SOURCES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED.

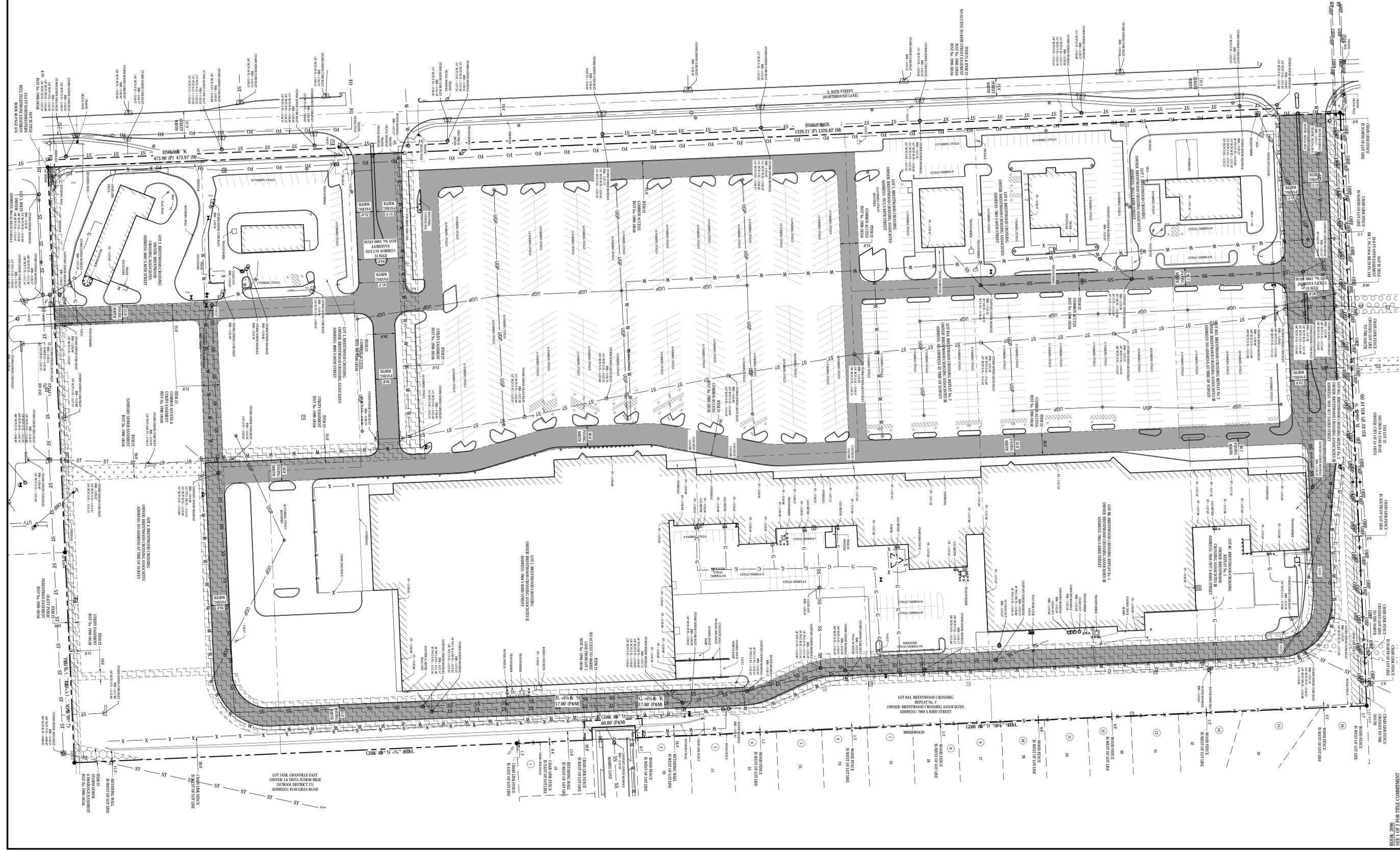


Exhibit "C"
Sources & Uses of Funds / Construction Budget / TIF Eligible Expenses

Attached.

Sources of Funds

Equity	
Owner Equity / Cash	\$11,893,022
Debt	
Senior Loan	\$57,000,000
Incentives	
Tax Increment Financing	\$13,069,700

Total Sources of Funds	\$81,962,722
-------------------------------	---------------------

Project Use Summary

Retail, Dining, & Entertainment	81,048 SF
Office	23,495 SF
Multi-Family	384 Units

Uses of Funds

Acquisition

Lot 10 (MU Office)	\$1,655,280
Lot 13 (Iconic Bldg)	\$365,904
Lot 14 (MU Residential)	\$3,031,776
Lot 15 (MU Residential)	\$1,812,096
Closing Costs	2.0% \$137,301

Acquisition Total	9%	\$7,002,357
--------------------------	-----------	--------------------

Hard Costs

Site Work (Site Utilities, Public Imprv.)	\$685,000
Building Construction	\$43,900,000
Contractor Fee	\$2,200,000
FF&E	\$400,000
Retail TI	\$2,860,000
Office TI	\$910,000
Contingency	\$4,900,000

Hard Cost Total	68%	\$55,855,000
------------------------	------------	---------------------

Soft Costs

Brokerage Fees	\$1,130,000
Design - A / E / I	\$2,800,000
Marketing	\$425,000
Construction Interest	\$5,100,000
TIF Expenses / Cap Interest / Interest Reserves	\$1,840,365
Financing Fee	\$425,000
Legal & Accounting	\$150,000
Builders Risk	\$235,000
Development Fee	\$7,000,000

Soft Cost Total	23%	\$19,105,365
------------------------	------------	---------------------

Total Uses of Funds	\$81,962,722
----------------------------	---------------------

Uses of Funds

TIF Eligible Expenses

Phase 1

Acquisition

Land & Structures

\$7,002,357

Hard Costs

Façade Enhancements, Additional Glazing, Upgraded Windows

\$3,450,000

Public Impr. - Sidewalks, Sidewalk Landscaping, Street Furniture

\$560,000

Sitework - Site Utilities

\$125,000

Soft Costs

TIF Capitalized Interest

\$1,054,327

Contractor Fee

\$2,200,000

Contingency

\$4,900,000

Design - Architecture / Engineering

\$2,800,000

Developer Fee

\$7,000,000

Total TIF Eligible Expenses \$29,091,685

Exhibit "D"
Pro Forma and ROI Analysis

Attached.

Operating Income

Description	Units	Ave Size	Rent PSF	Monthly Rent	Annual Growth	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Apartments															
Studio / Convertible 1 Bed	152	565	\$1.37	\$775	1.0%	\$1,413,600	\$1,427,736	\$1,442,013	\$1,456,433	\$1,470,998	\$1,485,708	\$1,500,565	\$1,515,571	\$1,530,726	\$1,546,034
1 Bed	114	720	\$1.38	\$995	1.0%	\$1,361,160	\$1,374,772	\$1,388,519	\$1,402,405	\$1,416,429	\$1,430,593	\$1,444,899	\$1,459,348	\$1,473,941	\$1,488,681
2 Bed	118	995	\$1.30	\$1,295	1.0%	\$1,833,720	\$1,852,057	\$1,870,578	\$1,889,284	\$1,908,176	\$1,927,258	\$1,946,531	\$1,965,996	\$1,985,656	\$2,005,513
Covered Parking	159			\$35	1.0%	\$66,780	\$67,448	\$68,122	\$68,804	\$69,492	\$70,186	\$70,888	\$71,597	\$72,313	\$73,036
Uncovered Parking			Free	\$0	1.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Misc Income / Fees / Amenity	384			\$45	1.0%	\$207,360	\$209,434	\$211,528	\$213,643	\$215,780	\$217,937	\$220,117	\$222,318	\$224,541	\$226,787
Apartment GPI						\$4,882,620	\$4,931,446	\$4,980,761	\$5,030,568	\$5,080,874	\$5,131,683	\$5,183,000	\$5,234,830	\$5,287,178	\$5,340,050
Apartment Vacancy					-6.0%	(\$292,957)	(\$295,887)	(\$298,846)	(\$301,834)	(\$304,852)	(\$307,901)	(\$310,980)	(\$314,090)	(\$317,231)	(\$320,403)
Apartment Income						\$4,589,663	\$4,635,559	\$4,681,915	\$4,728,734	\$4,776,022	\$4,823,782	\$4,872,020	\$4,920,740	\$4,969,947	\$5,019,647
Commercial															
				Lease Area	Yr 5 Step										
Flagship RD&E			\$22.00	19,304	7.0%	\$424,688	\$424,688	\$424,688	\$424,688	\$454,416	\$454,416	\$454,416	\$454,416	\$454,416	\$454,416
Retail (Misc.)			\$18.00	55,494	7.0%	\$998,892	\$998,892	\$998,892	\$998,892	\$1,068,814	\$1,068,814	\$1,068,814	\$1,068,814	\$1,068,814	\$1,068,814
Event Center			\$20.00	6,250	7.0%	\$125,000	\$125,000	\$125,000	\$125,000	\$133,750	\$133,750	\$133,750	\$133,750	\$133,750	\$133,750
Office			\$19.00	23,495	7.0%	\$446,405	\$446,405	\$446,405	\$446,405	\$477,653	\$477,653	\$477,653	\$477,653	\$477,653	\$477,653
Covered Parking			Free		7.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commercial GPI						\$1,994,985	\$1,994,985	\$1,994,985	\$1,994,985	\$2,134,634	\$2,134,634	\$2,134,634	\$2,134,634	\$2,134,634	\$2,134,634
Commercial Vacancy					-8.0%	(\$159,599)	(\$159,599)	(\$159,599)	(\$159,599)	(\$170,771)	(\$170,771)	(\$170,771)	(\$170,771)	(\$170,771)	(\$170,771)
Commercial Income						\$1,835,386	\$1,835,386	\$1,835,386	\$1,835,386	\$1,963,863	\$1,963,863	\$1,963,863	\$1,963,863	\$1,963,863	\$1,963,863
Gross Projected Income						\$6,425,049	\$6,470,946	\$6,517,301	\$6,564,120	\$6,739,885	\$6,787,645	\$6,835,883	\$6,884,603	\$6,933,810	\$6,983,510

Operating Expenses

Description	Fee	Area	\$/SF	Growth	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Apartments															
Management	4.0%				\$183,587	\$185,422	\$187,277	\$189,149	\$191,041	\$192,951	\$194,881	\$196,830	\$198,798	\$200,786	
Repairs & Maintenance		348,012	\$1.00	1.0%	\$348,012	\$351,492	\$355,007	\$358,557	\$362,143	\$365,764	\$369,422	\$373,116	\$376,847	\$380,616	
Utilities		348,012	\$0.40	1.0%	\$139,205	\$140,597	\$142,003	\$143,423	\$144,857	\$146,306	\$147,769	\$149,246	\$150,739	\$152,246	
Insurance		348,012	\$0.40	1.0%	\$139,205	\$140,597	\$142,003	\$143,423	\$144,857	\$146,306	\$147,769	\$149,246	\$150,739	\$152,246	
Real Estate Taxes		348,012	\$2.53	1.0%	\$880,471	\$889,276	\$898,168	\$907,150	\$916,222	\$925,384	\$934,638	\$943,984	\$953,424	\$962,958	
Apartment Expenses					\$1,690,479	\$1,707,384	\$1,724,458	\$1,741,703	\$1,759,120	\$1,776,711	\$1,794,478	\$1,812,423	\$1,830,547	\$1,848,852	
Commercial															
NNN Leases				0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Commercial Expenses					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Expenses					\$1,690,479	\$1,707,384	\$1,724,458	\$1,741,703	\$1,759,120	\$1,776,711	\$1,794,478	\$1,812,423	\$1,830,547	\$1,848,852	
Net Operating Income						\$4,734,570	\$4,763,562	\$4,792,843	\$4,822,418	\$4,980,765	\$5,010,934	\$5,041,405	\$5,072,180	\$5,103,264	\$5,134,658

Uses of Funds

<i>Description</i>	<i>Value</i>
Net Operating Income	\$4,734,570
Annual Debt Service (ADS)	(\$3,705,489)
Cash Flow Before Taxes (CFBT)	\$1,029,081

ROI Analysis - Statement of Need

Description	Project With TIF	Project Without TIF
TIF Proceeds	\$13,069,700	\$0
Debt	\$57,000,000	\$57,000,000
Equity	\$11,893,022	\$24,962,722
Total Project	\$81,962,722	\$81,962,722
Cash Flow Before Taxes	\$1,029,081	\$1,029,081
Return on Investment	8.65%	4.12%



Tenant Bays (2)
Vacant
D,W,H,I,L,S,T

Former Hobby Lobby
Vacant
D,W,H,I,L,S,T

Tenant Bays (11)
Vacant
D,W,H,I,L,S,T

Former Walmart
Vacant
D,W,H,I,L,S,T

Brentwood Crossing
D,W,H,L,T,I,S

First National Bank
Occupied

Chili's Restaurant
Occupied

Former FedEx Kinkos
Vacant
D,W,H,I,L,S,T

McDonalds Restaurant
Occupied

Former Brentwood Car Wash
Vacant
D

S 84th St

S 83rd Ave

Summer Dr

Brentwood Dr

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

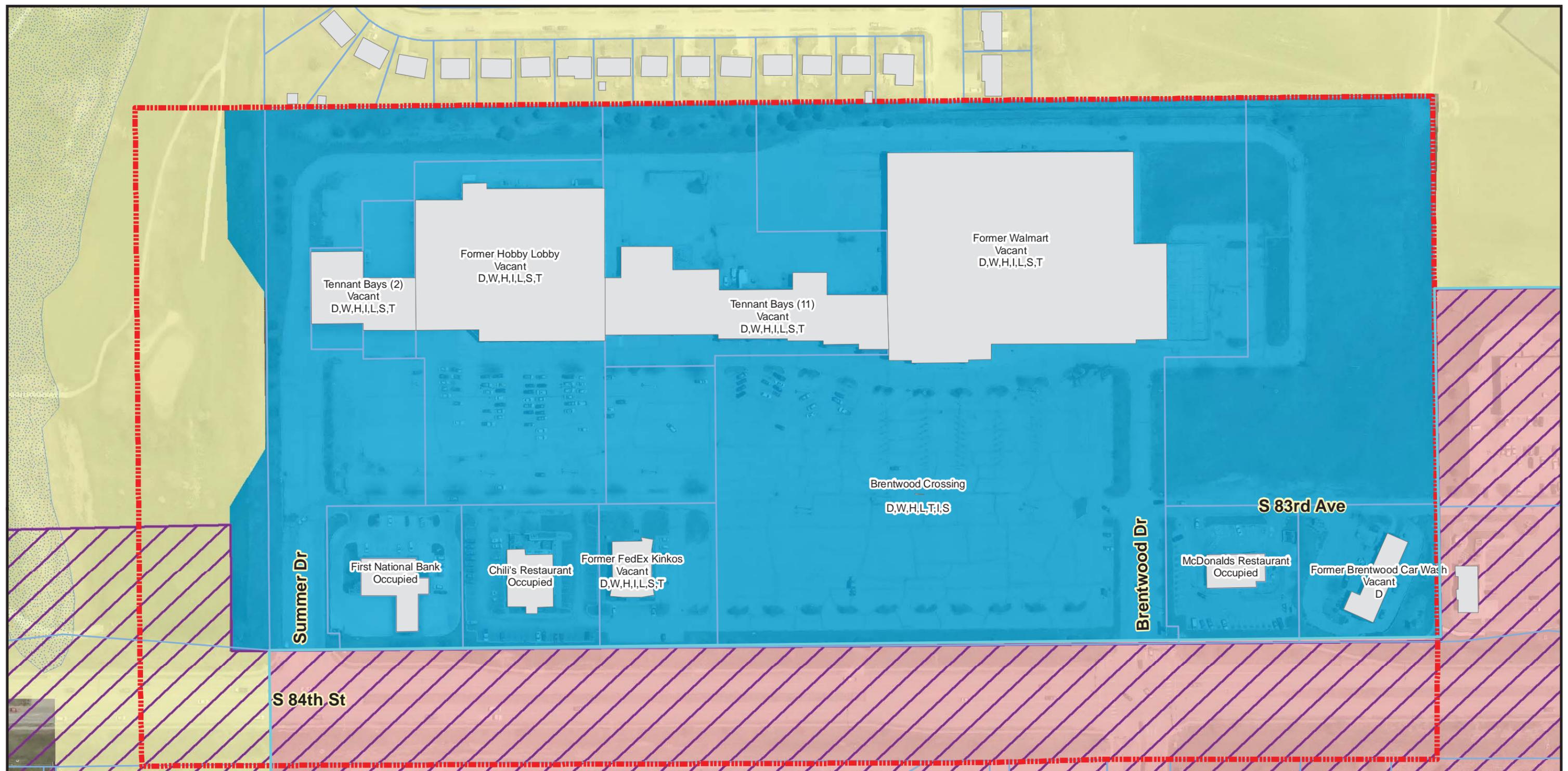
Legend

 Mixed Use Redevelopment Project Area

Exhibit 1-5
Boundaries of the Mixed Use
Redevelopment Project Area

7/16/2016
Drawn By: CAS



D: Dilapidated, dilapidating, deteriorated, deteriorating, outdated, and/or obsolete buildings, structures, or improvements
 W: Danger to life or property by fire/other causes, and/or detrimental to public health, safety, morals or welfare
 H: Conducive to ill health or crime
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Legend

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

* Rezoned from C-1/GWC to MU-CC pursuant to Ordinance No. 1286 subject to recording the final plat, subdivision agreement, and redevelopment agreement on or before November 1, 2016

Exhibit 1-6
Existing Conditions
and Uses

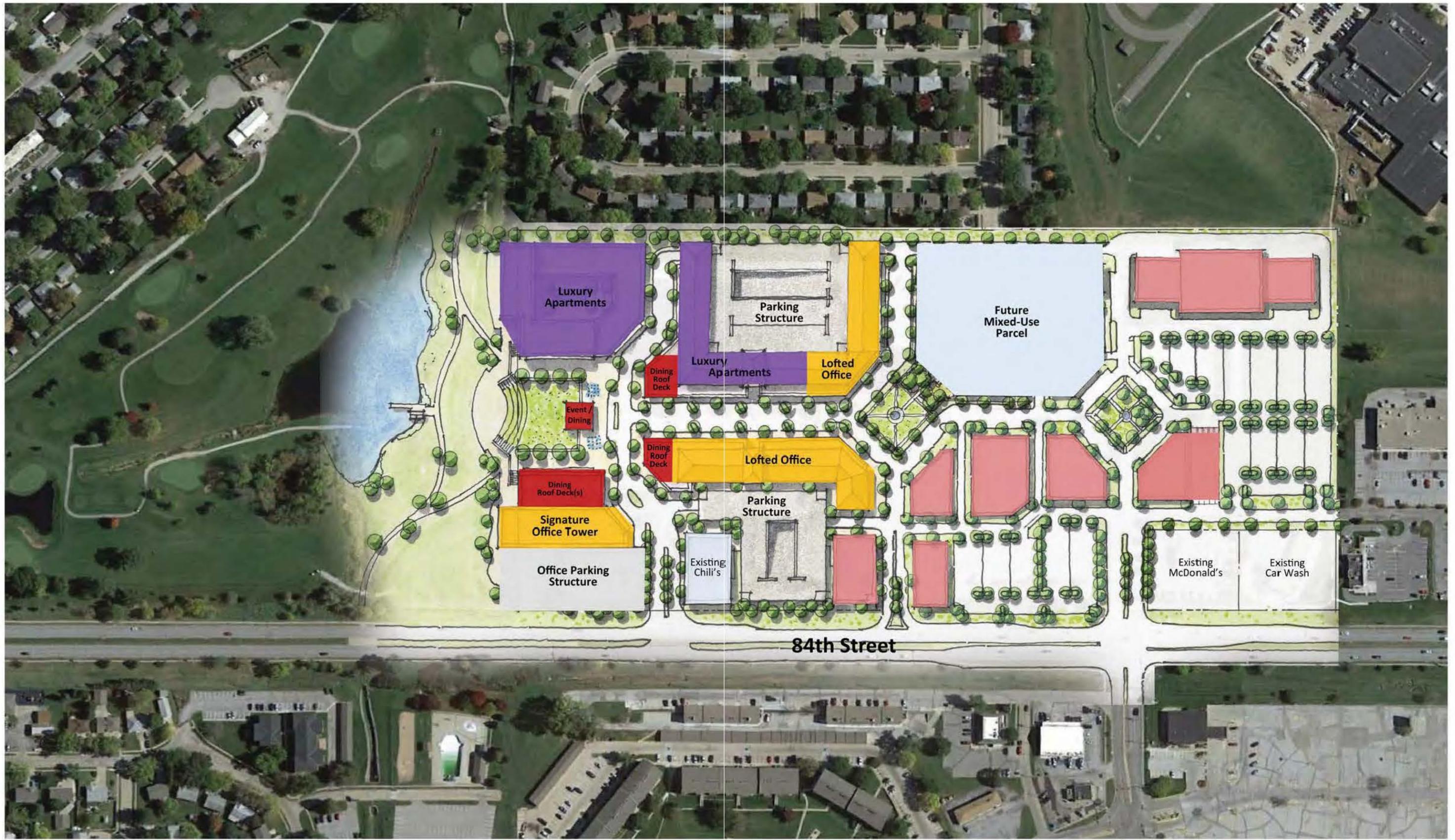
7/16/2016
Drawn By: CAS



* Mixed Use Redevelopment Project Area rezoned from C-1/GWC to MU-CC pursuant to Ordinance No. ____ subject to recording the final plat, subdivision agreement, and redevelopment agreement on or before November 1, 2016.

La Vista City Centre
Street Level Master Plan

Exhibit
1-7(A)

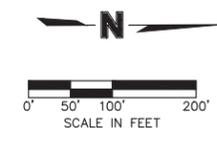
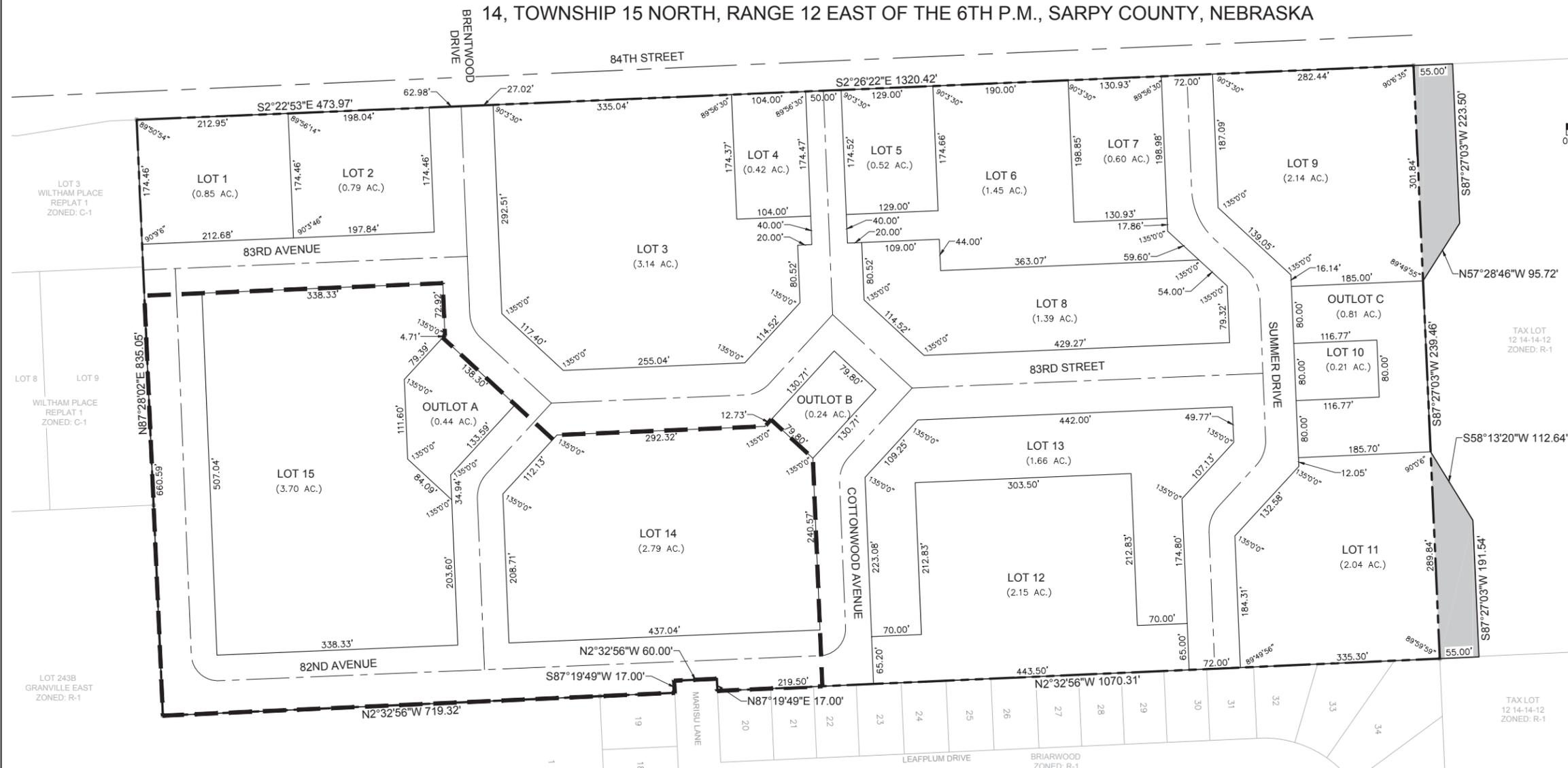


* Mixed Use Redevelopment Project Area rezoned from C-1/GWC to MU-CC pursuant to Ordinance No. ____ subject to recording the final plat, subdivision agreement, and redevelopment agreement on or before November 1, 2016.

LA VISTA CITY CENTRE

PRELIMINARY PLAT

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



OLSSON ASSOCIATES
 2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL: 402.341.1116
 FAX: 402.341.5895
 www.olssonassociates.com

REV. NO.	DATE	REVISIONS DESCRIPTION

REV. NO.	DATE	REVISIONS DESCRIPTION

PRELIMINARY PLAT	2016
LA VISTA CITY CENTRE	
84TH STREET AND BRENTWOOD DRIVE	
LA VISTA, NE	

C-1 = SHOPPING CENTER DISTRICT
 R-1 = SINGLE-FAMILY RESIDENTIAL DISTRICT
 R-2 = TWO-FAMILY RESIDENTIAL DISTRICT
 GC = GENERAL COMMERCIAL
 LI = LIGHT INDUSTRIAL DISTRICT

SHEET INDEX	
C1.1	PRELIMINARY PLAT
C2.1	EXISTING CONDITIONS PLAN
C3.1	PRELIMINARY SITE AND UTILITY PLAN
C3.2	PRELIMINARY GRADING, DRAINAGE, & SWPPP
C4.1	PRELIMINARY CENTERLINE PROFILES

EXISTING ZONING		
LOTS	ZONING	DESC.
LOTS 1 THRU 15	C-1	SHOPPING CENTER DISTRICT

PROPOSED ZONING		
LOTS	ZONING	DESC.
LOTS 1 THRU 15	MU / CC	MIXED USE / CITY CENTRE

LEGEND	
	PROPOSED PROPERTY LINE
	PROPOSED ROADWAY CENTERLINE
	EXISTING BOUNDARY LINE
	EXISTING PROPERTY LINE
	SECTION LINE
	LAND SWAP
	PHASE II BOUNDARY

NOTE:
 1. STANDARD UTILITY DEDICATIONS WILL BE PROVIDED ON THE FINAL PLAT
 2. ALL INTERNAL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

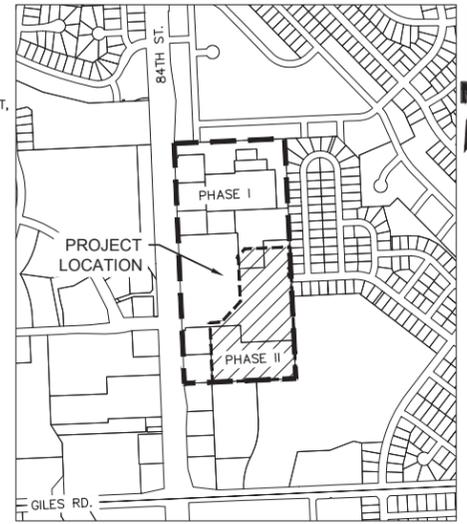
DEVELOPER
 CHRISTOPHER ERICKSON
 LA VISTA CITY CENTRE, LLC
 PO BOX 428
 BOYS TOWN, NE 68010

SURVEYOR
 TERRY ROTHANZL
 OLSSON ASSOCIATES
 2111 S. 67TH STREET,
 SUITE 200
 OMAHA, NE 68106

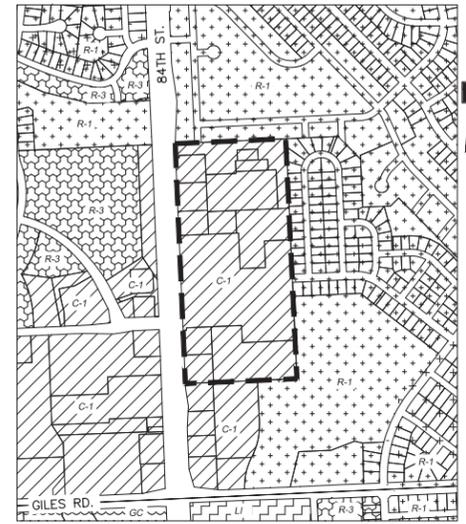
ENGINEER
 ERIC GALLEY
 OLSSON ASSOCIATES
 2111 S. 67TH STREET,
 SUITE 200
 OMAHA, NE 68106

SURVEY CERTIFICATION
 TERRY ROTHANZL, L.S.

CITY OF LA VISTA PLAT APPROVAL



VICINITY MAP
NOT TO SCALE



EXISTING ZONING MAP
NOT TO SCALE

* Street, intersection, traffic control devices, and related improvements will improve traffic control in and around the area.

drawn by: CAS
 checked by: ERG
 approved by: ERG
 QA/QC by: ERG
 project no.: 016-0546
 drawing no.:
 date: 04.04.2016

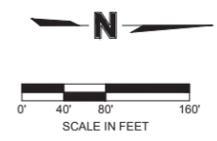
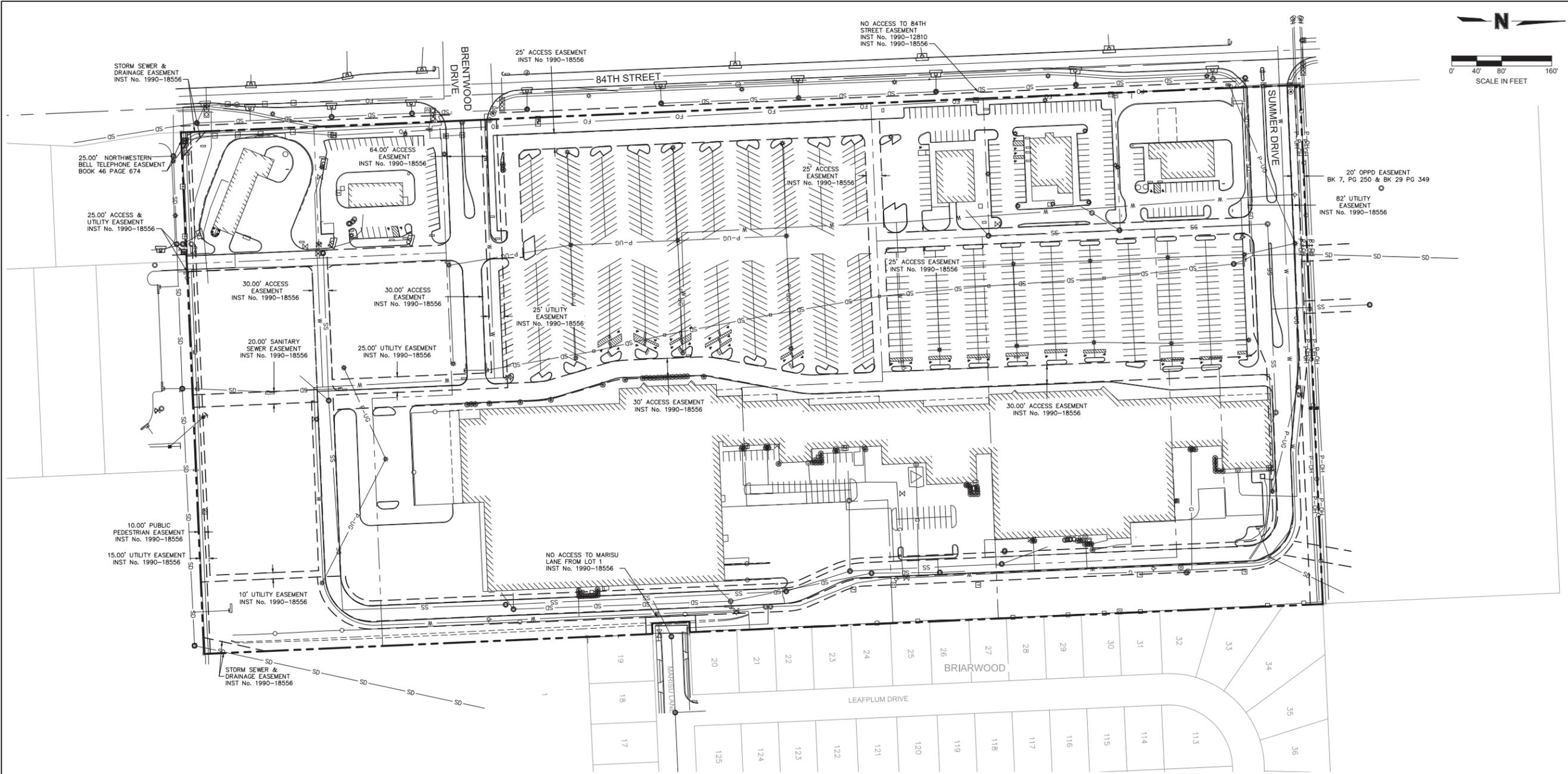
SHEET
C1.1

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Exhibit 1-9(A)

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 DATE: Apr 04, 2016 11:30am XREFS: C:\BLK_80546 C:\BASE_80546

Exhibit 1-9(B)



LEGEND

———	BOUNDARY LINE
———	SECTION LINE
———	EXISTING PROPERTY LINE
———	EXISTING EASEMENT LINE
SS	EXISTING SANITARY SEWER
P-OH	EXISTING OVERHEAD POWER
G	EXISTING GAS LINE
SD	EXISTING STORM SEWER
W	EXISTING WATER LINE

MOLSSON ASSOCIATES
 2111 South 67th Street, Suite 200
 Omaha, NE 68105
 TEL: 402.341.1116
 FAX: 402.341.5895
 www.danaraccolitas.com

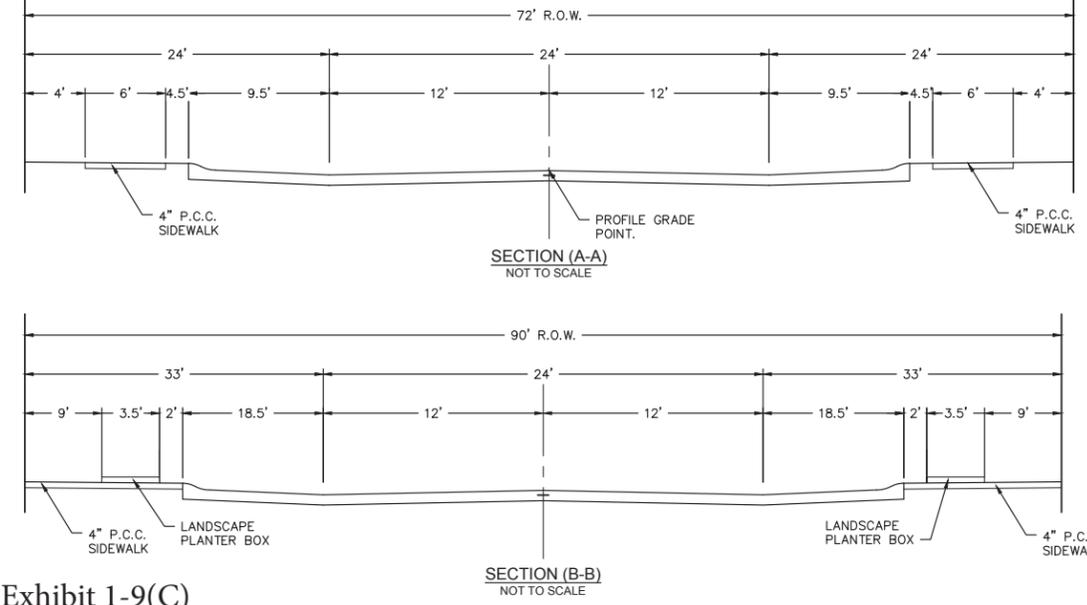
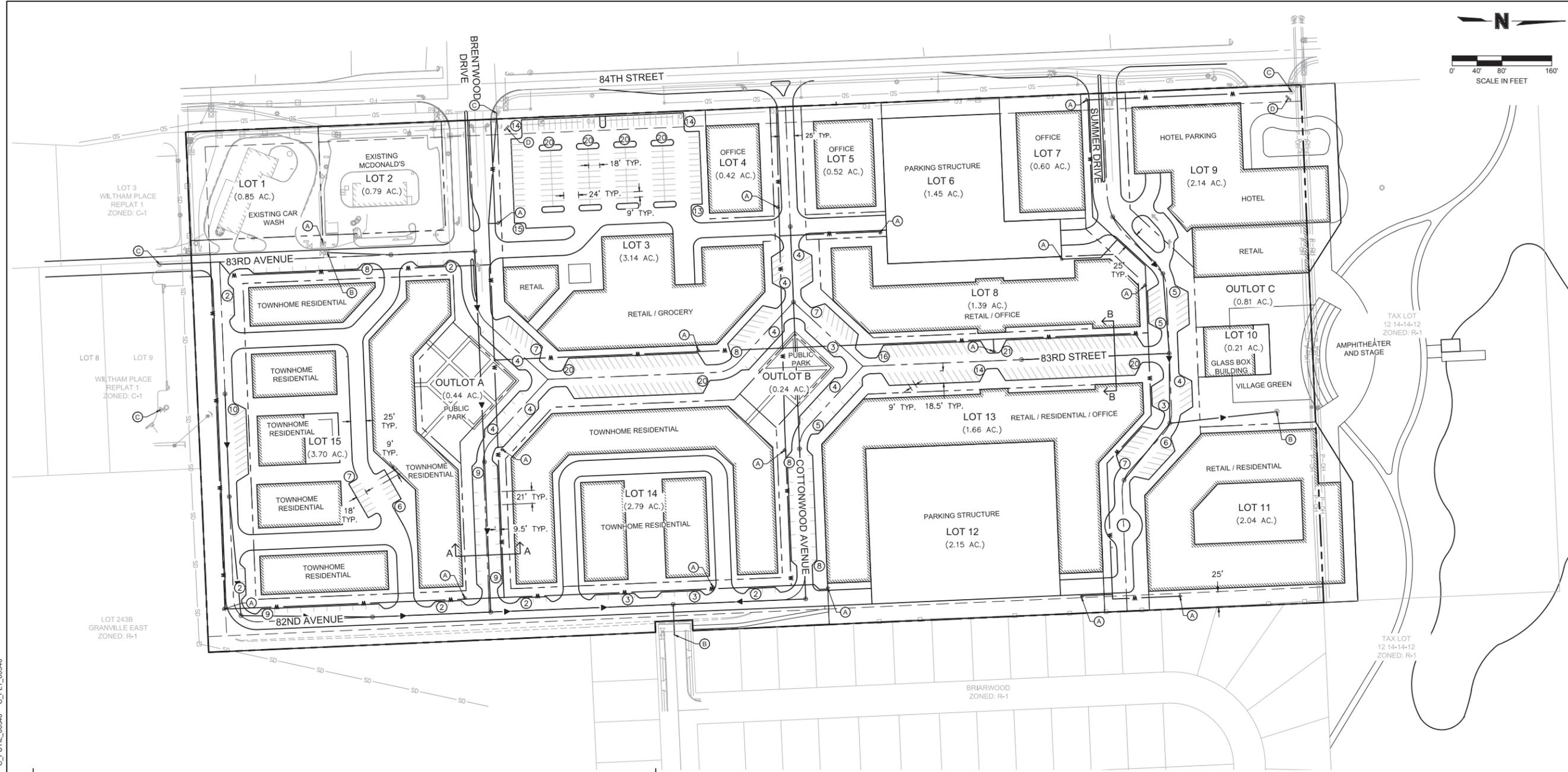
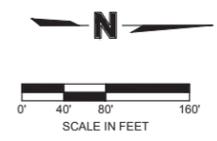
REV. NO.	DATE	REVISIONS DESCRIPTION

EXISTING CONDITIONS PLAN
 LA VISTA CITY CENTRE
 84TH STREET AND BRENTWOOD DRIVE
 LA VISTA, NE

2016

SHEET C2.1

drawn by: CAS
 checked by: ERG
 approved by: ERG
 QA/QC by: ERG
 project no.: 016-0546
 drawing no.:
 date: 04.04.2016



KEY MAP	
(A)	FIRE HYDRANT
(B)	EXISTING SANITARY SEWER MANHOLE
(C)	CONNECT TO EXISTING WATER
(D)	MONUMENT SIGN

LEGEND	
---	BOUNDARY LINE
---	SECTION LINE
---	EXISTING PROPERTY LINE
SS	EXISTING SANITARY SEWER
P-OH	EXISTING OVERHEAD POWER
G	EXISTING GAS LINE
SD	EXISTING STORM SEWER
W	EXISTING WATER LINE
---	PROPOSED SANITARY SEWER
W	PROPOSED WATER LINE

- NOTES:**
1. WATER AND GAS TO BE PROVIDED BY M.U.D.
 2. POWER TO BE PROVIDED BY O.P.P.D.
 3. TELEPHONE AND CABLE TO BE PROVIDED BY LOCAL SERVICE.
 4. THE CALCULATION OF THE AREA REQUIRING CONTROL OF THE FIRST ONE HALF INCH OF RUNOFF SHALL BE BASED ONLY ON THE IMPERVIOUS AREA OF THE PROJECT BEING ADDED OR REPLACED.
 5. THE FINAL POST CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED FOR APPROVAL AT THE TIME OF BUILDING PERMIT.
 6. ALL DIMENSIONS ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.

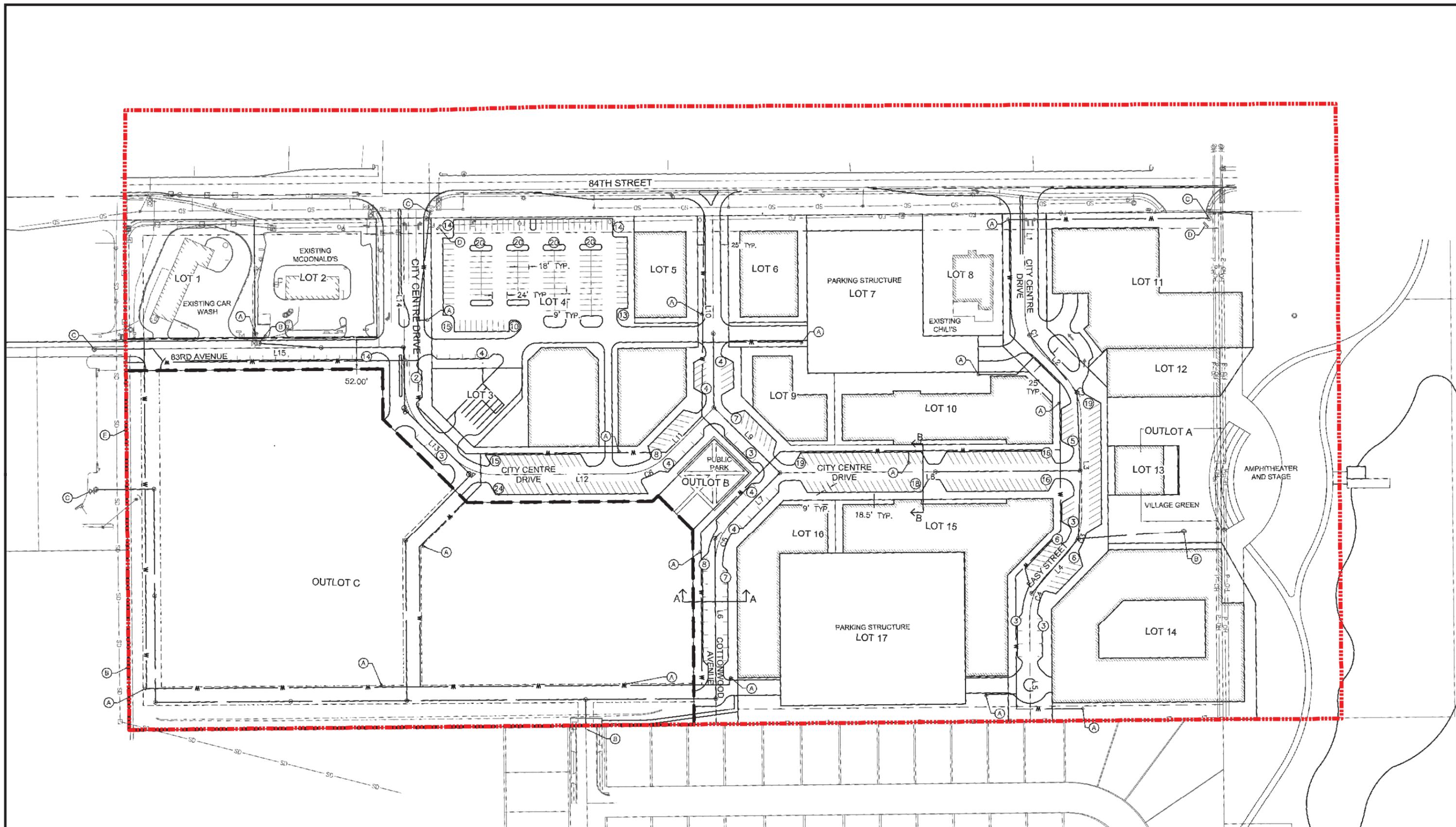
REV. NO.	DATE	REVISIONS DESCRIPTION

PRELIMINARY SITE AND UTILITY PLAN	
LA VISTA CITY CENTRE 84TH STREET AND BRENTWOOD DRIVE	
	2016
LA VISTA, NE	

drawn by: CAS
 checked by: ERG
 approved by: ERG
 QA/QC by: ERG
 project no.: 016-0546
 drawing no.:
 date: 04.04.2016

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Exhibit 1-9(C)



Legend

 Mixed Use Redevelopment Project Area

Exhibit 1-10
Site Plan - Mixed Use
Redevelopment Area

7/16/2016
Drawn By: CAS

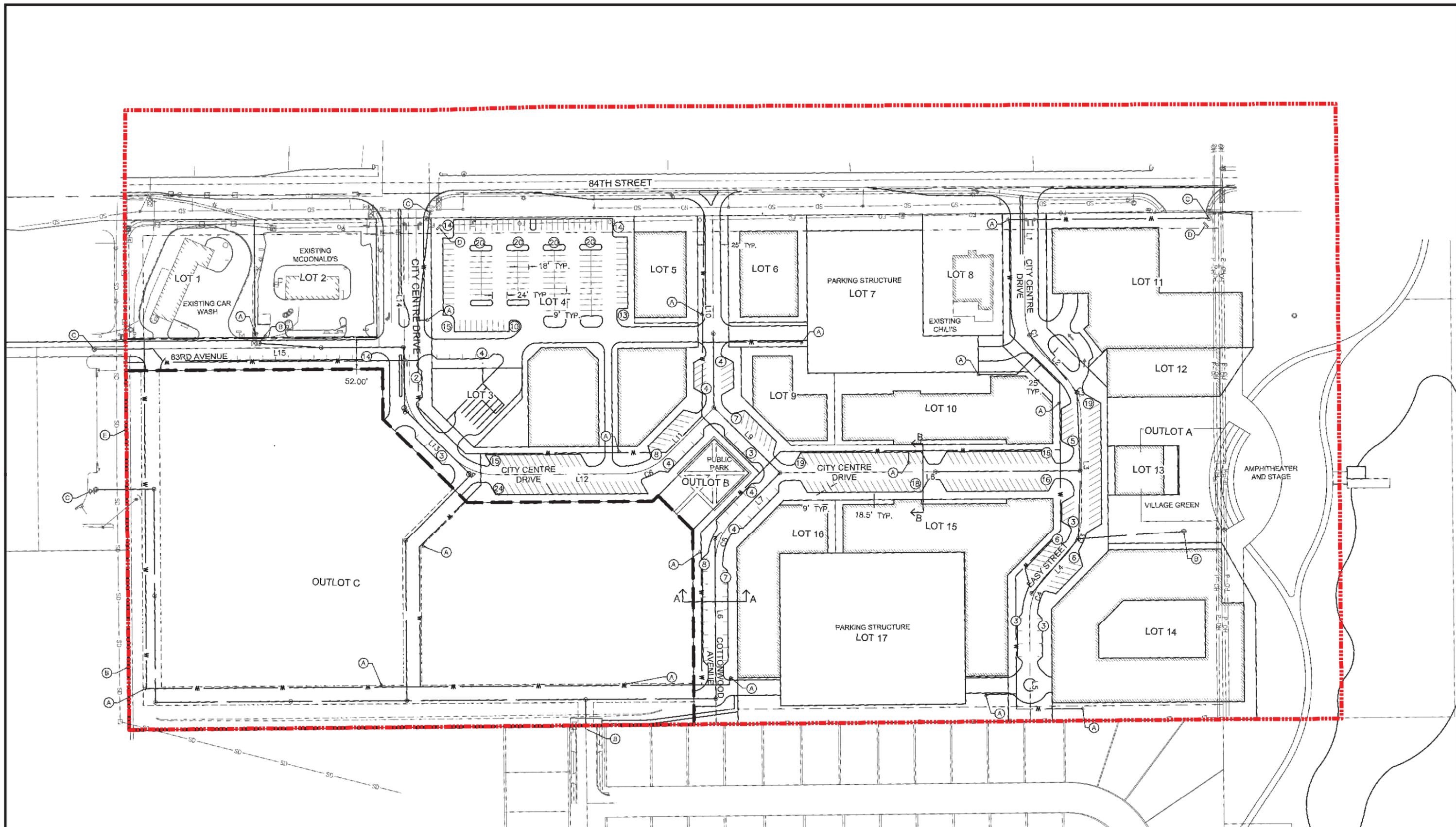
 La Vista

Exhibit 1-11

Statement of Additional Public Facilities or Utilities

The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Mixed Use Redevelopment Project Area after redevelopment will include without limitation:

- Sanitary and storm sewer improvements, along with water, power, gas, data and communication facilities within the Mixed Use Redevelopment Area
- Street and intersection improvements to 84th Street and 83rd Avenue
- New street construction including sidewalks, lighting and signage within the Mixed Use Redevelopment Area
- Construction of public parking lots and parking structures
- Burial of an OPPD transmission line near the south boundary of the La Vista Falls Golf Course
- Streetscape improvements, façade enhancements, and other public facilities or utilities



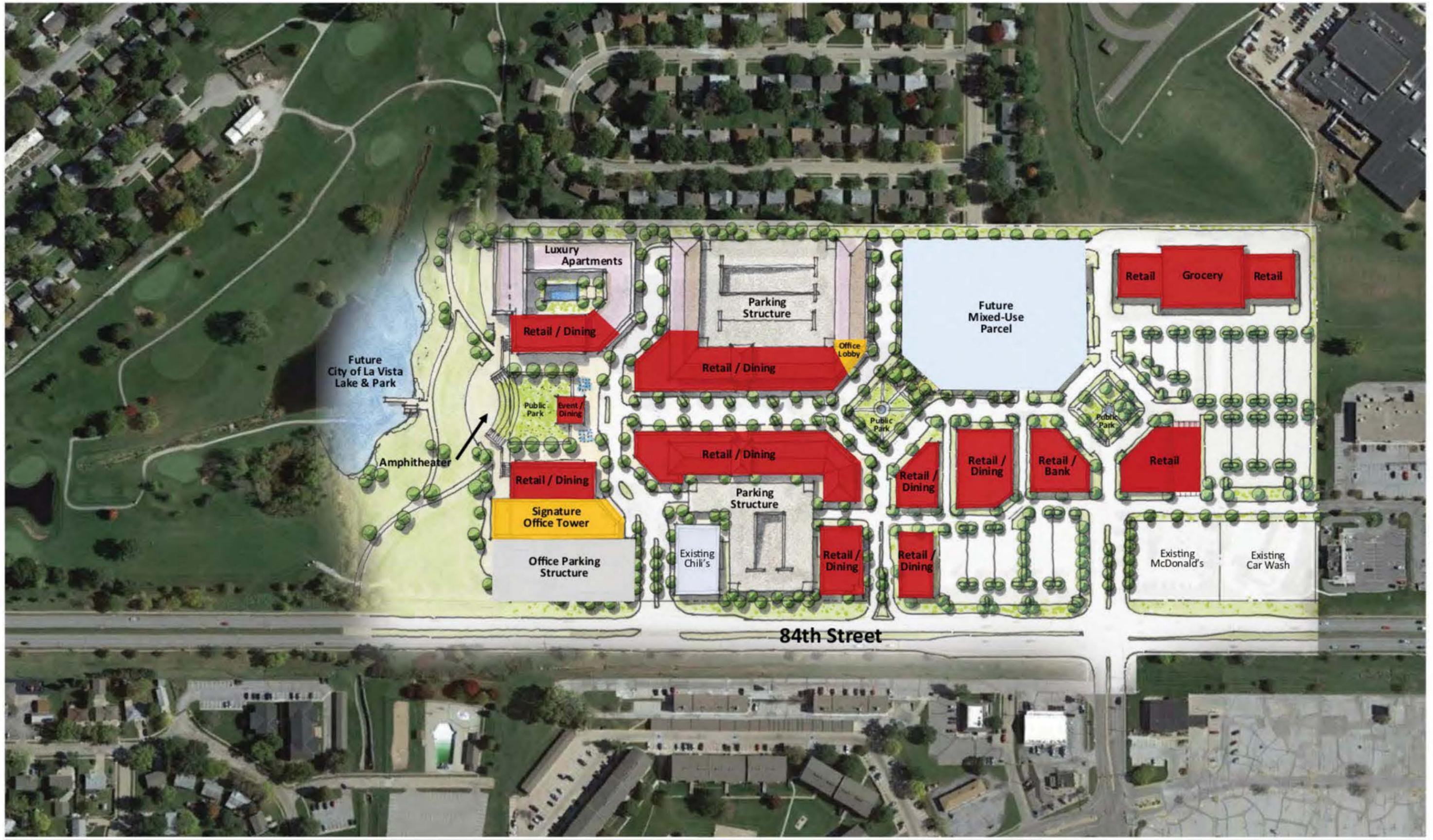
Legend

 Mixed Use Redevelopment Project Area

Exhibit 1-13(B)
 Site Plan - Mixed Use
 Redevelopment Area

7/16/2016
 Drawn By: CAS

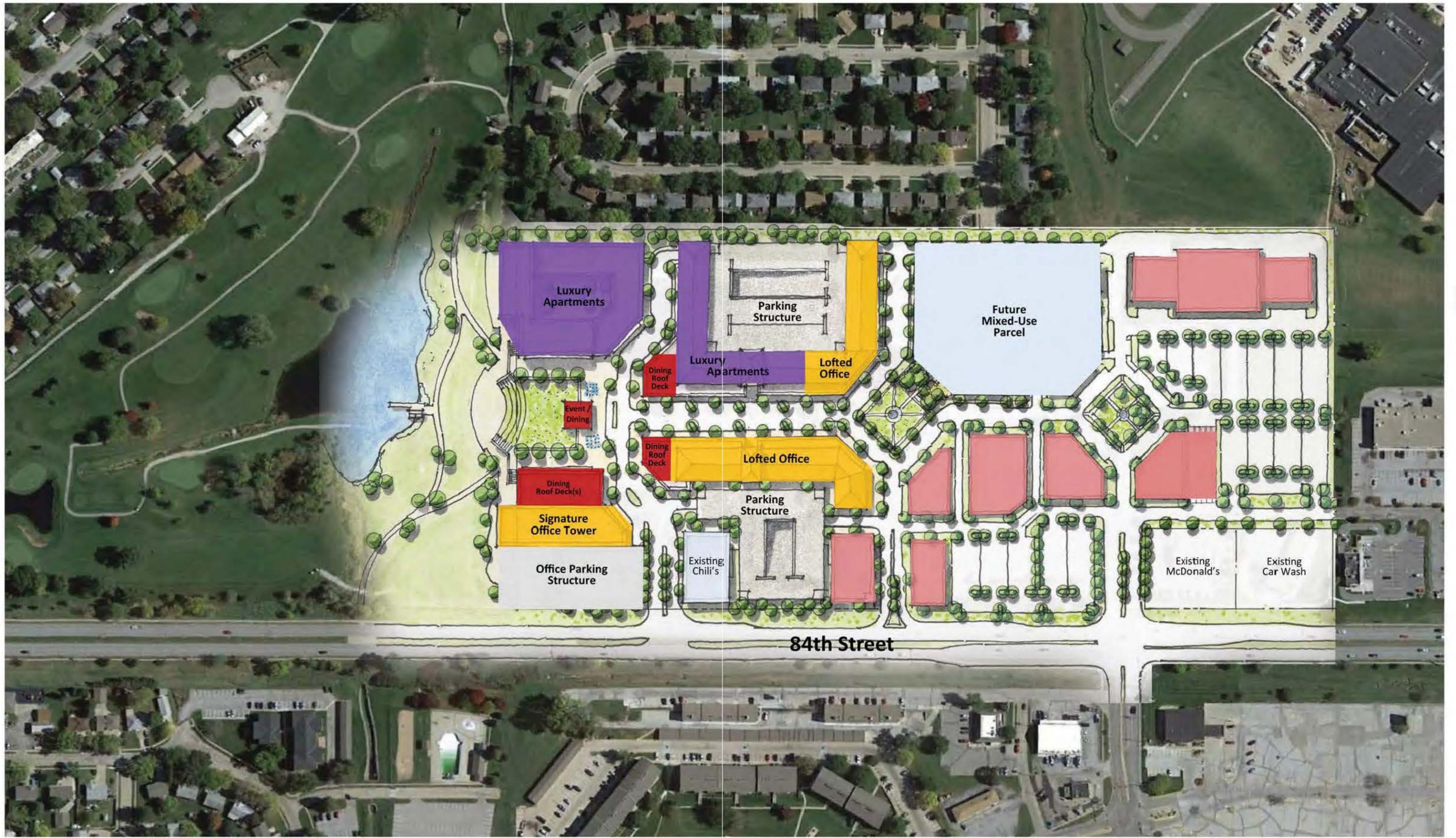
 La Vista



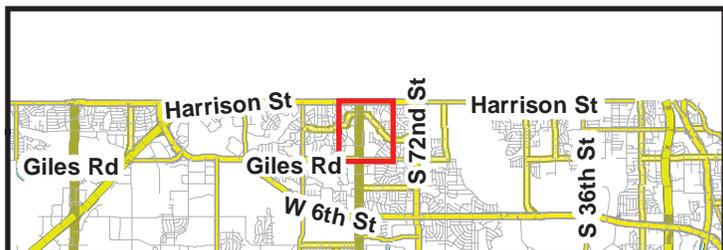
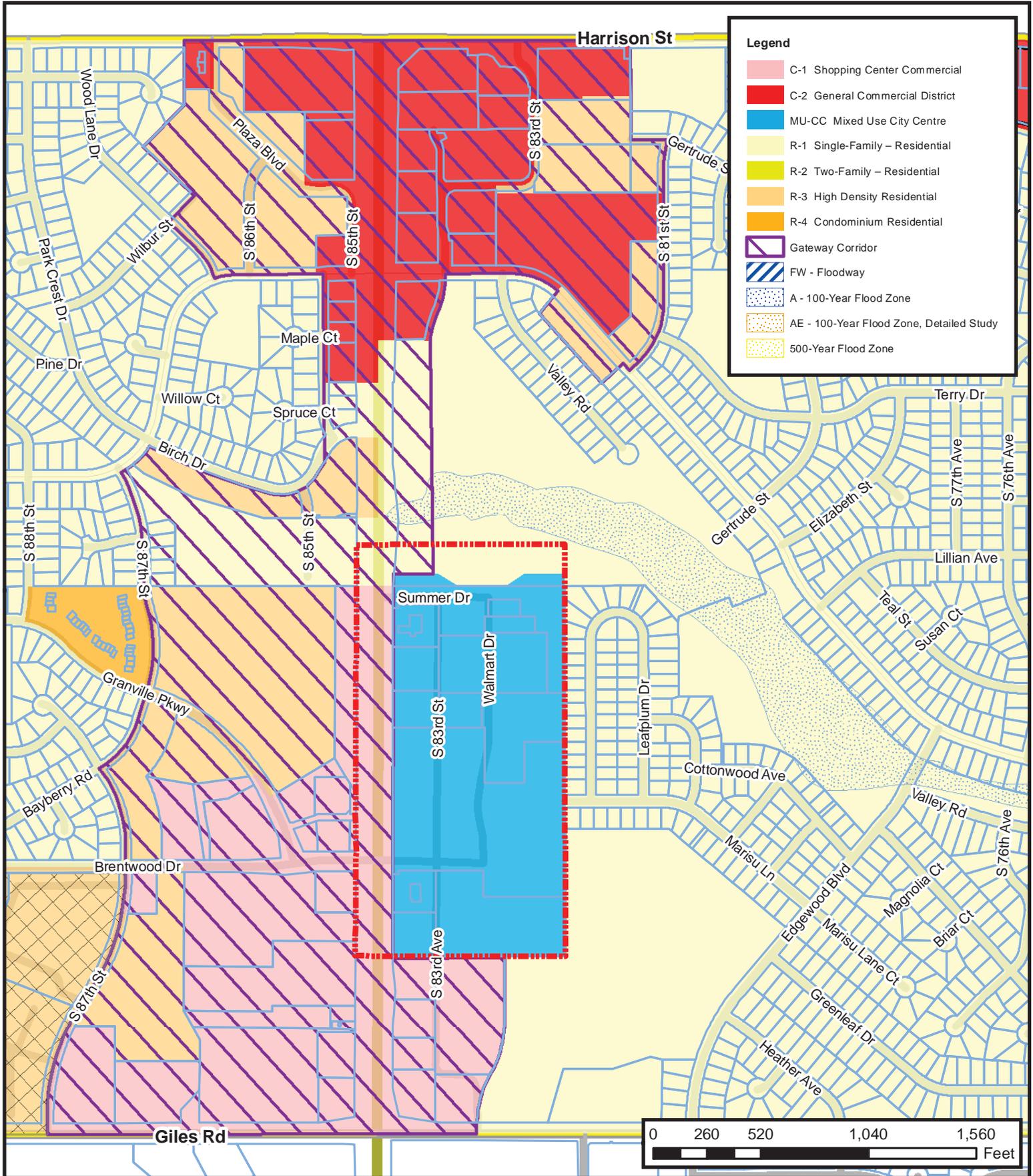
* Mixed Use Redevelopment Project Area rezoned from C-1/GWC to MU-CC pursuant to Ordinance No. ____ subject to recording the final plat, subdivision agreement, and redevelopment agreement on or before November 1, 2016.

La Vista City Centre
Street Level Master Plan

Exhibit
1-13(C)



* Mixed Use Redevelopment Project Area rezoned from C-1/GWC to MU-CC pursuant to Ordinance No. ____ subject to recording the final plat, subdivision agreement, and redevelopment agreement on or before November 1, 2016.



* Mixed Use Redevelopment Area rezoned from C-1/GWC to MU-CC pursuant to Ordinance No. 1286 subject to recording the final plat, subdivision agreement, and redevelopment agreement on or before November 1, 2016



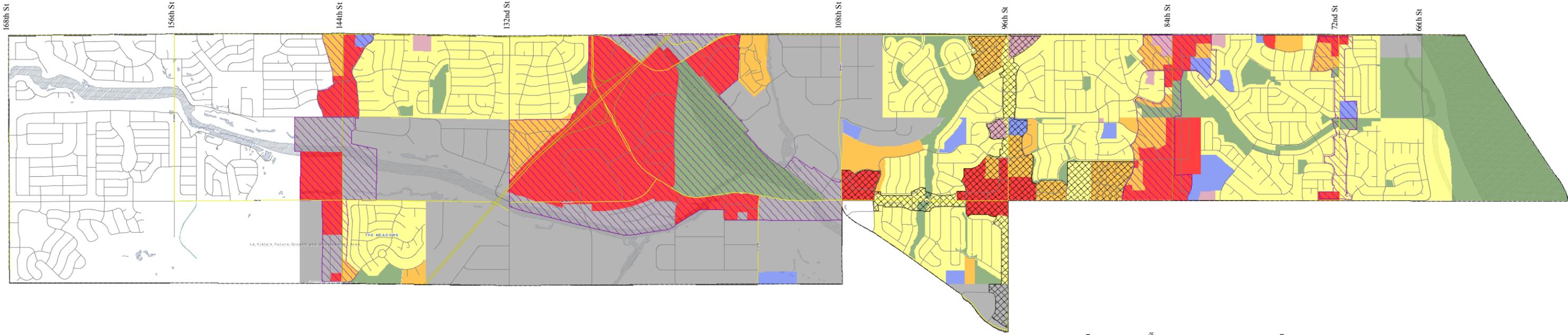
Exhibit 1-13(E)
Future Zoning Map

July 16, 2016
Drawn By: CAS

City of La Vista, NE - Future Land Use Map

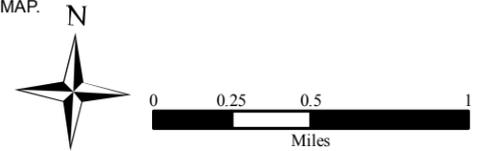
Adopted 6-16-2015

Resolution # 15-074



- Future Land Use**
- Medium Density Residential
 - High Density Residential
 - Commercial
 - Industrial
 - Public
 - Quasi - Public
 - Parks and Recreation
 - Gateway Corridor
 - Special Corridor
 - Floodway
 - 500 Year Flood Zone
 - 100 Year Flood Zone

* THE FLOODPLAIN DEPICTED ON THIS MAP IS APPROXIMATE. FOR EXACT FLOODWAY AND FLOODPLAIN LOCATIONS, PLEASE REFER TO THE APPROPRIATE FLOOD INSURANCE RATE MAP.



THIS MAP WAS PREPARED USING INFORMATION FROM RECORD DRAWINGS SUPPLIED BY APPLICABLE CITY, COUNTY, STATE, FEDERAL, OR PUBLIC OR PRIVATE ENDITIES. THE ACCURACY OF THIS MAP CAN NOT BE GUARANTEED. THIS IS NOT A SCALED PLAT.

Engineer's Opinion of Costs

La Vista City Centre

84th Street Improvements

Item No.	Item Description	Qty	Units	Unit Price	Total
101	84TH STREET IMPROVEMENTS	1	LS	\$ 250,000.00	\$ 250,000.00
102	TRAFFIC CONTROL	1	LS	\$ 15,000.00	\$ 15,000.00
				Sub Total	\$ 265,000.00
				Contingency	20% \$ 53,000.00
				Design and Construction	20% \$ 53,000.00
				Net Construction Total	\$ 371,000.00

Site Demolition & Grading

Item No.	Item Description	Qty	Units	Unit Price	Total
201	BUILDING DEMOLITION	1	LS	\$ 750,000.00	\$ 750,000.00
202	PAVEMENT REMOVAL	625600	SF	\$ 0.40	\$ 250,240.00
203	UTILITY RELOCATION AND ALLOWANCE	1	LS	\$ 50,000.00	\$ 50,000.00
204	CLEAR AND GRUB	1	LS	\$ 25,000.00	\$ 25,000.00
205	CONCRETE WASHOUT	1	EA	\$ 350.00	\$ 350.00
206	SILT FENCE	3000	LF	\$ 2.40	\$ 7,200.00
207	CONSTRUCTION ENTRANCE	2	EA	\$ 2,500.00	\$ 5,000.00
208	EXCAVATION	10500	CY	\$ 2.00	\$ 21,000.00
209	IMPORT		CY	\$ 8.00	\$ -
210	SEEDING	35	AC	\$ 175.00	\$ 6,125.00
211	GENERAL SWPPP MAINTENANCE	1	LS	\$ 25,000.00	\$ 25,000.00
212	TEMPORARY SEDIMENT BASIN	2	EA	\$ 10,000.00	\$ 20,000.00
				Sub Total	\$ 1,159,915.00
				Contingency	20% \$ 231,983.00
				Design and Construction	20% \$ 231,983.00
				Net Construction Total	\$ 1,623,881.00

Paving

Item No.	Item Description	Qty	Units	Unit Price	Total
301	EARTHWORK - SUBGRADE PREPARATION	8900	CY	\$ 5.00	\$ 44,500.00
302	CONSTRUCT 7" CONCRETE PAVEMENT (TYPE L65)	26700	SY	\$ 32.50	\$ 867,750.00
303	CONNECT TO EXISTING CONCRETE PAVEMENT	1	EA	\$ 5,000.00	\$ 5,000.00
304	INSTALL PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW	7250	LF	\$ 1.00	\$ 7,250.00
305	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
306	ADJUST MANHOLE TO GRADE	1	EA	\$ 500.00	\$ 500.00
				Sub Total	\$ 930,000.00
				Contingency	20% \$ 186,000.00
				Design and Construction	20% \$ 186,000.00
				Net Total Construction	\$ 1,302,000.00

Utilities

Item No.	Item Description	Qty	Units	Unit Price	Total
401	CONSTRUCT 8" SANITARY SEWER	3900	LF	\$ 30.00	\$ 117,000.00
402	CONSTRUCT SANITARY SEWER MANHOLE	170	VF	\$ 500.00	\$ 85,000.00
403	CONSTRUCT 8"X6" SANITARY SEWER WYE CONNECT TO EXISTING SANITARY SEWER, INCLUDES MANHOLE	15	EA	\$ 275.00	\$ 4,125.00
404	CONSTRUCTION	2	EA	\$ 5,000.00	\$ 10,000.00
405	CONSTRUCT STORM SEWER	4800	LF	\$ 60.00	\$ 288,000.00
406	CONSTRUCT STORM SEWER MANHOLE	4	EA	\$ 2,800.00	\$ 11,200.00
407	CONSTRUCT CURB INLET	39	EA	\$ 3,250.00	\$ 126,750.00
408	CONSTRUCT WATER MAIN	8600	LF	\$ 65.00	\$ 559,000.00
409	CONSTRUCT FIRE HYDRANT	16	EA	\$ 3,500.00	\$ 56,000.00

Sub Total		\$	1,257,075.00
Contingency	20%	\$	251,415.00
Design and Construction	20%	\$	251,415.00
Net Total Construction		\$	1,759,905.00

La Vista City Centre Public Improvements

84th Street Improvements	\$	371,000.00
Site Demolition & Grading	\$	1,623,881.00
Paving	\$	1,302,000.00
Utilities	\$	1,759,905.00

Total \$ 5,056,786.00

NOTES:

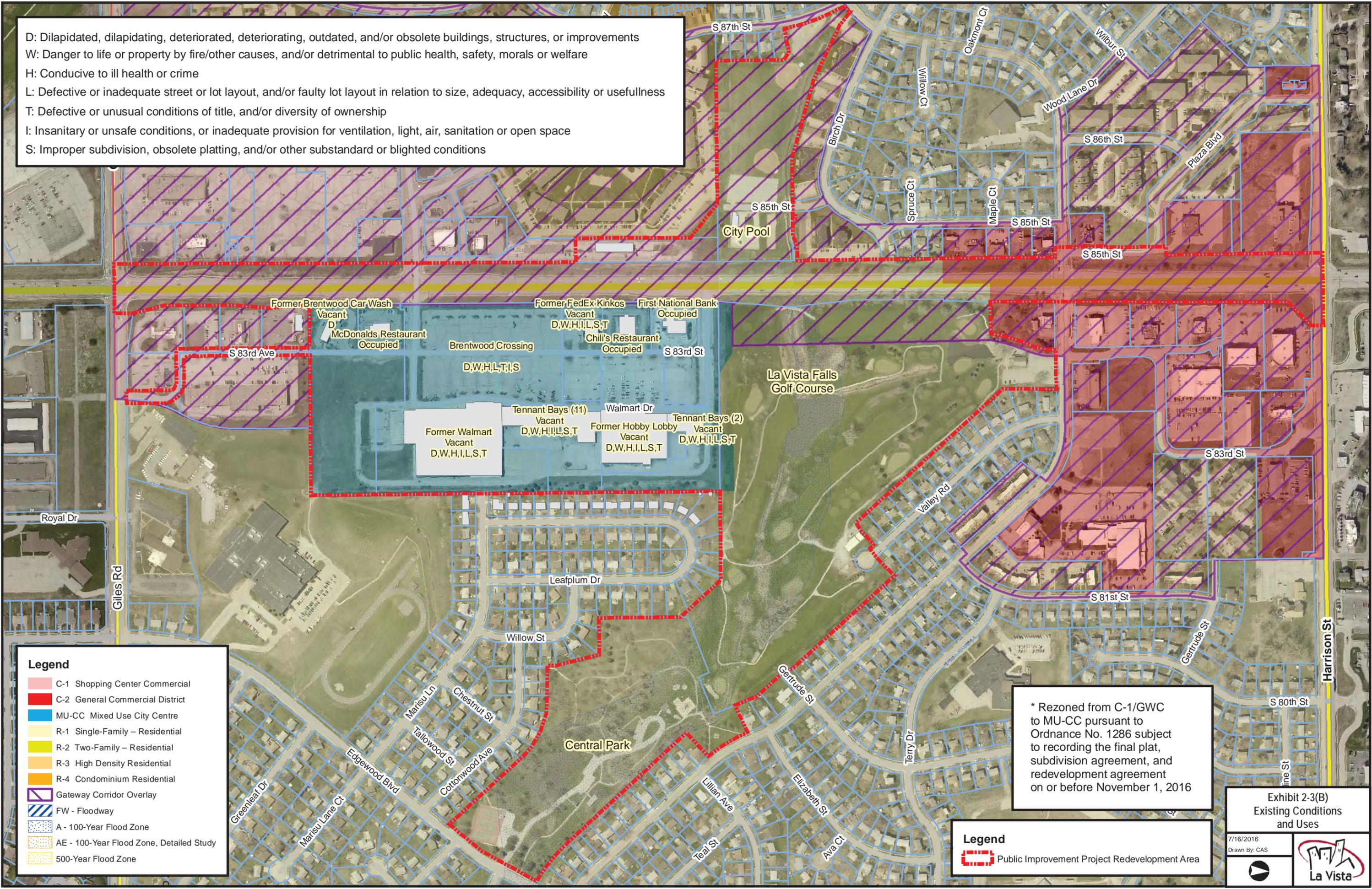
PAVING SY (ITEM 202) EXCLUDES PARKING GARAGE AREAS

UTILITY RELOCATION AND ALLOWANCE (ITEM 203) DOES NOT INCLUDE OVERHEAD POWER LINE

This estimate is based upon conceptual layouts. Quantities and costs are estimated using readily available information and experiences with similar projects. Items subject to change such as site conditions, project scope and design requirements, material costs, labor rates, and/or market conditions may result in substantial cost fluctuations. Contingencies are established to absorb potential and unforeseen changes and may be adjusted throughout the duration of the project as necessary to account for these uncertainties.

SECTION 2 EXHIBITS

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



Legend

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

* Rezoned from C-1/GWC to MU-CC pursuant to Ordinance No. 1286 subject to recording the final plat, subdivision agreement, and redevelopment agreement on or before November 1, 2016

Legend

- Public Improvement Project Redevelopment Area

Exhibit 2-3(B)
 Existing Conditions
 and Uses

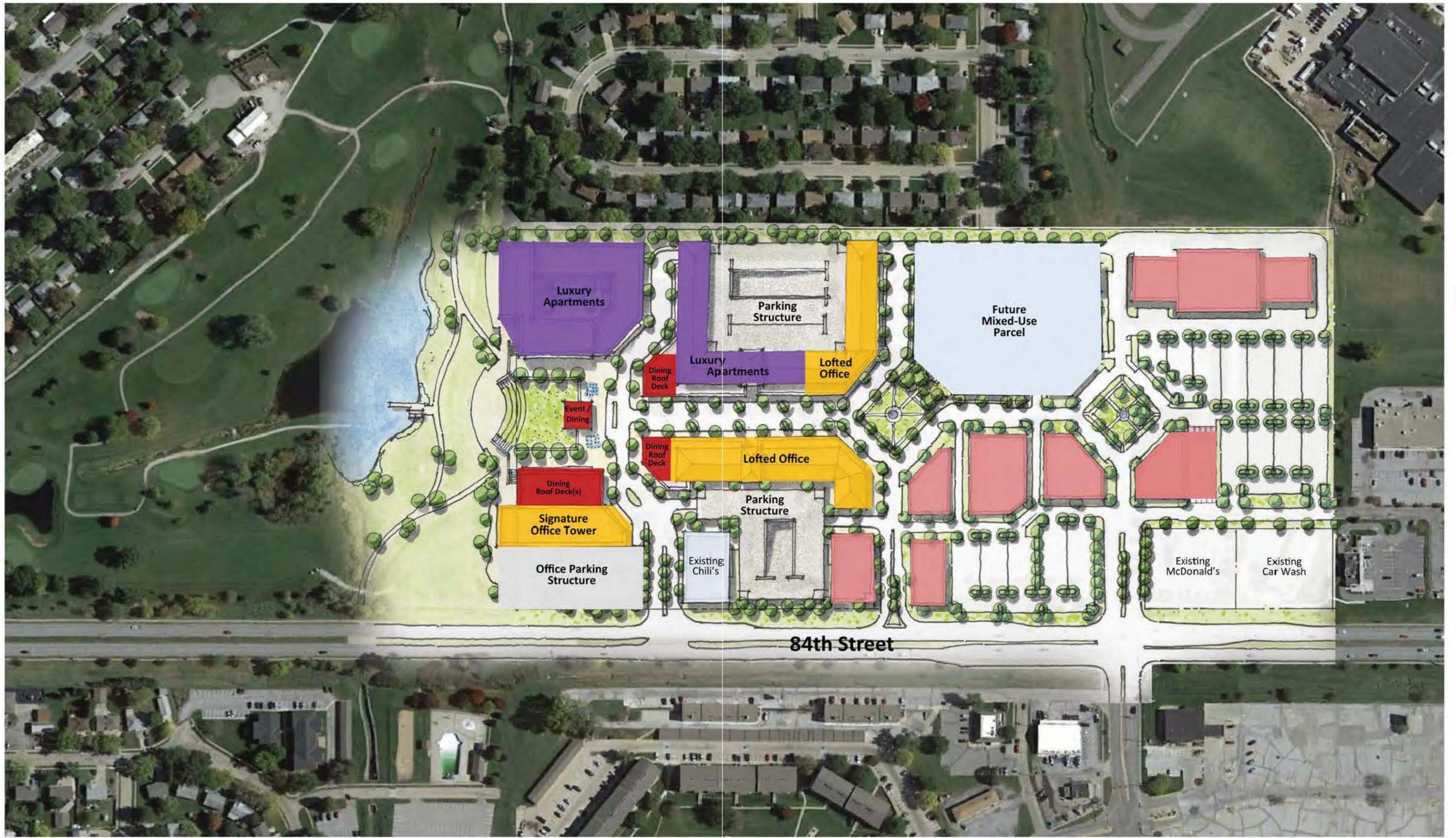
7/16/2016
 Drawn By: CAS



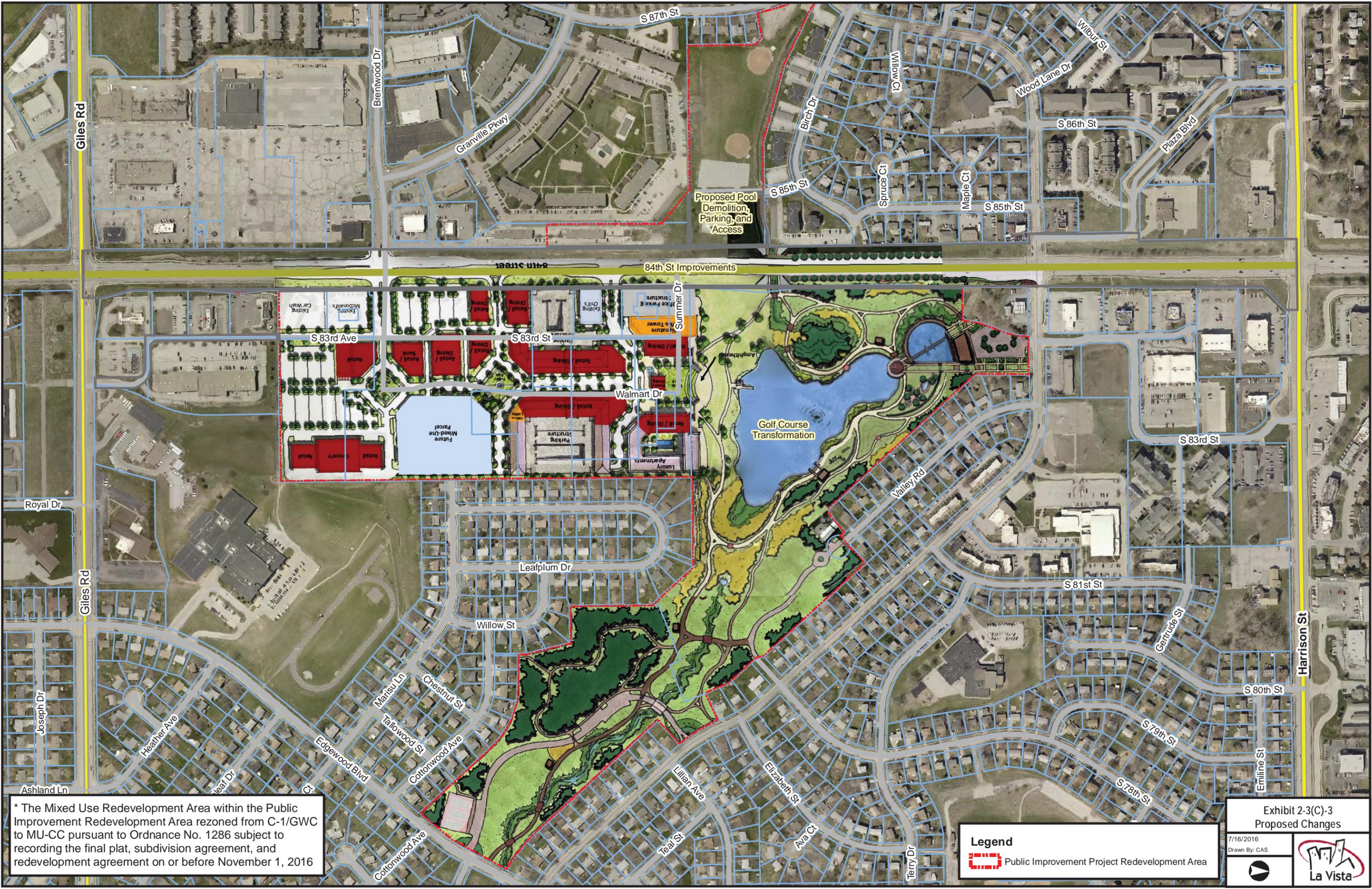
* Rezoned from C-1/GWC to MU-CC pursuant to Ordinance No. _____ subject to recording the final plat, subdivision agreement, and redevelopment agreement on or before November 1, 2016.

La Vista City Centre
Street Level Master Plan

Exhibit
2-3(C)-1



* Rezoned from C-1/GWC to MU-CC pursuant to Ordinance No. ____ subject to recording the final plat, subdivision agreement, and redevelopment agreement on or before November 1, 2016.



* The Mixed Use Redevelopment Area within the Public Improvement Redevelopment Area rezoned from C-1/GWC to MU-CC pursuant to Ordinance No. 1286 subject to recording the final plat, subdivision agreement, and redevelopment agreement on or before November 1, 2016

Legend

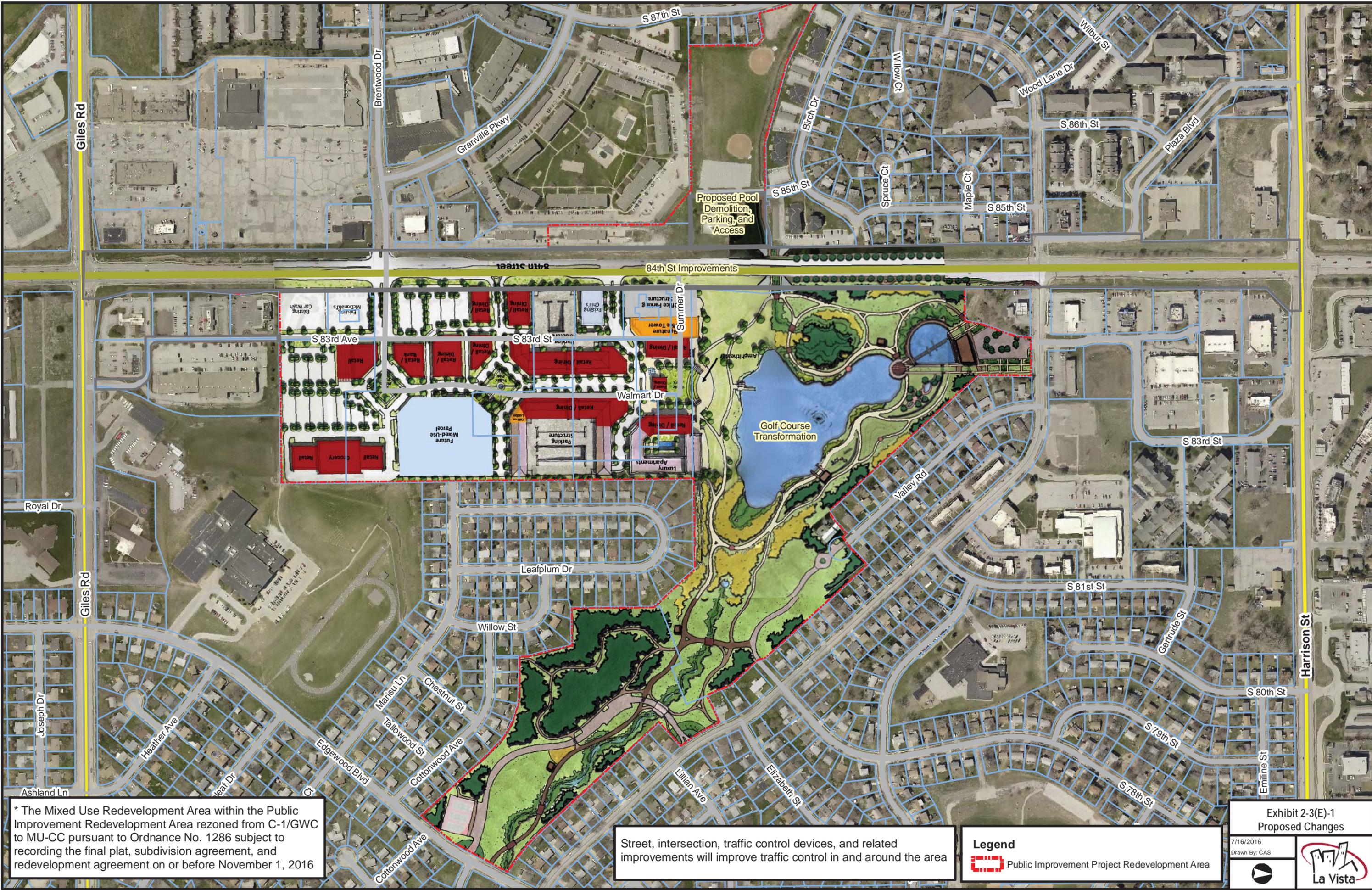
 Public Improvement Project Redevelopment Area

Exhibit 2-3(C)-3
Proposed Changes

7/16/2016
Drawn By: CAS







Proposed Pool
Demolition,
Parking, and
Access

84th St Improvements

Golf Course
Transformation

* The Mixed Use Redevelopment Area within the Public Improvement Redevelopment Area rezoned from C-1/GWC to MU-CC pursuant to Ordinance No. 1286 subject to recording the final plat, subdivision agreement, and redevelopment agreement on or before November 1, 2016

Street, intersection, traffic control devices, and related improvements will improve traffic control in and around the area

Legend

 Public Improvement Project Redevelopment Area

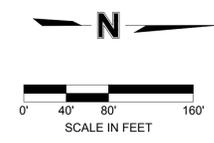
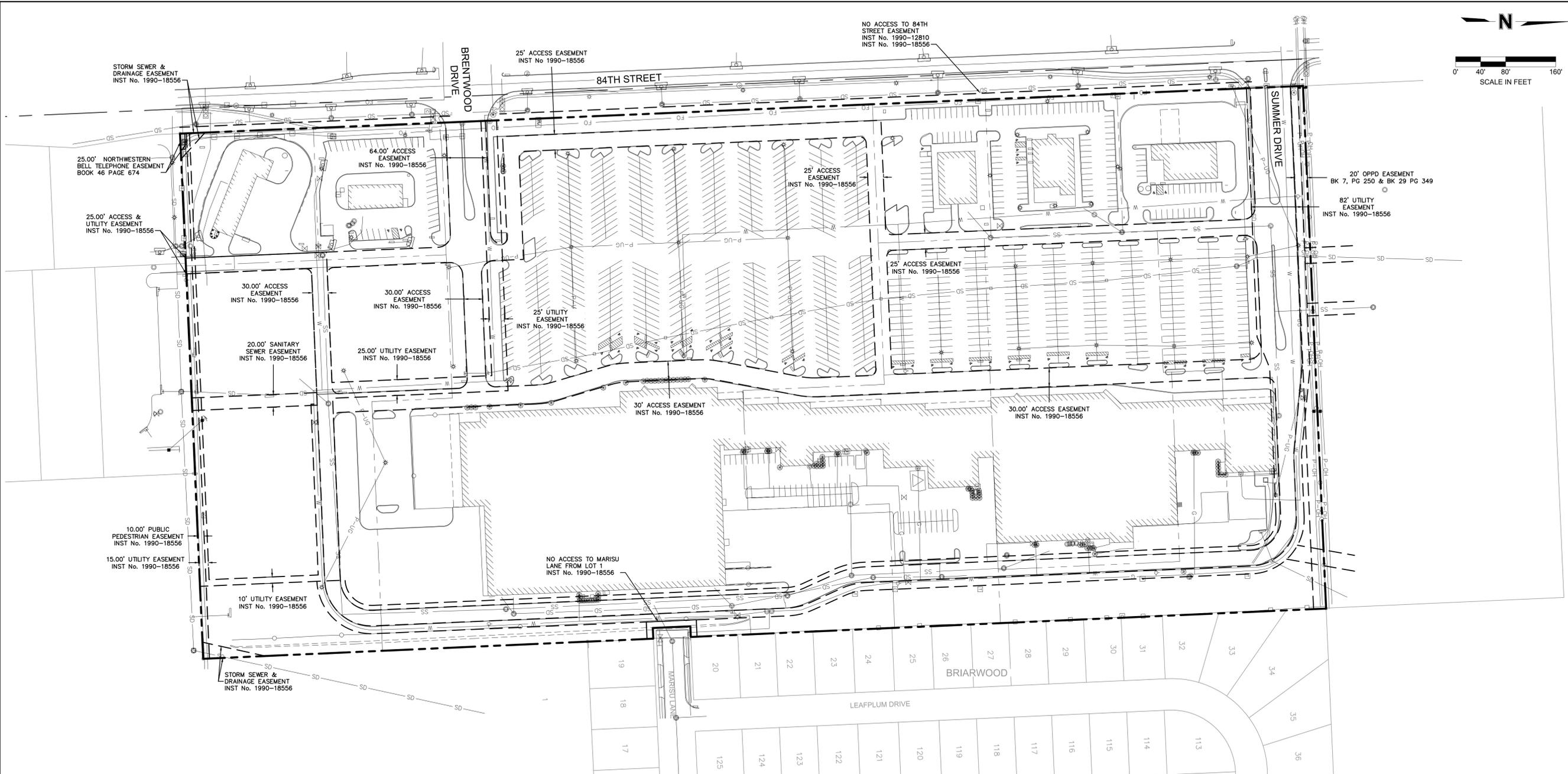
Exhibit 2-3(E)-1
Proposed Changes

7/16/2016
Drawn By: CAS





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LEGEND

———	BOUNDARY LINE
---	SECTION LINE
---	EXISTING PROPERTY LINE
---	EXISTING EASEMENT LINE
SS	EXISTING SANITARY SEWER
P-OH	EXISTING OVERHEAD POWER
C	EXISTING GAS LINE
SD	EXISTING STORM SEWER
W	EXISTING WATER LINE

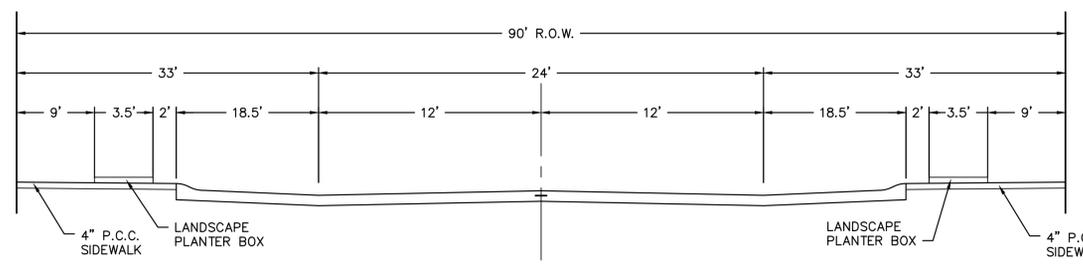
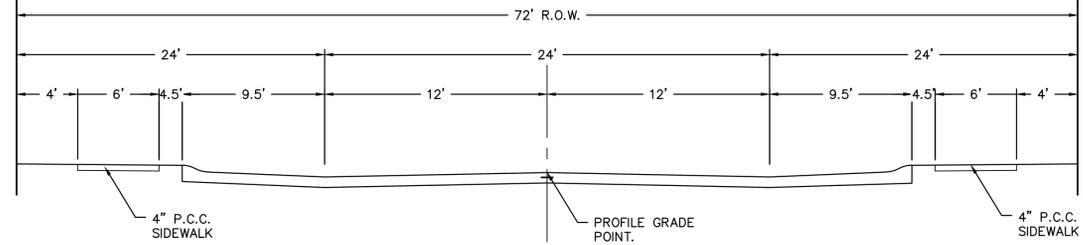
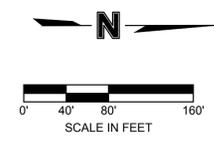
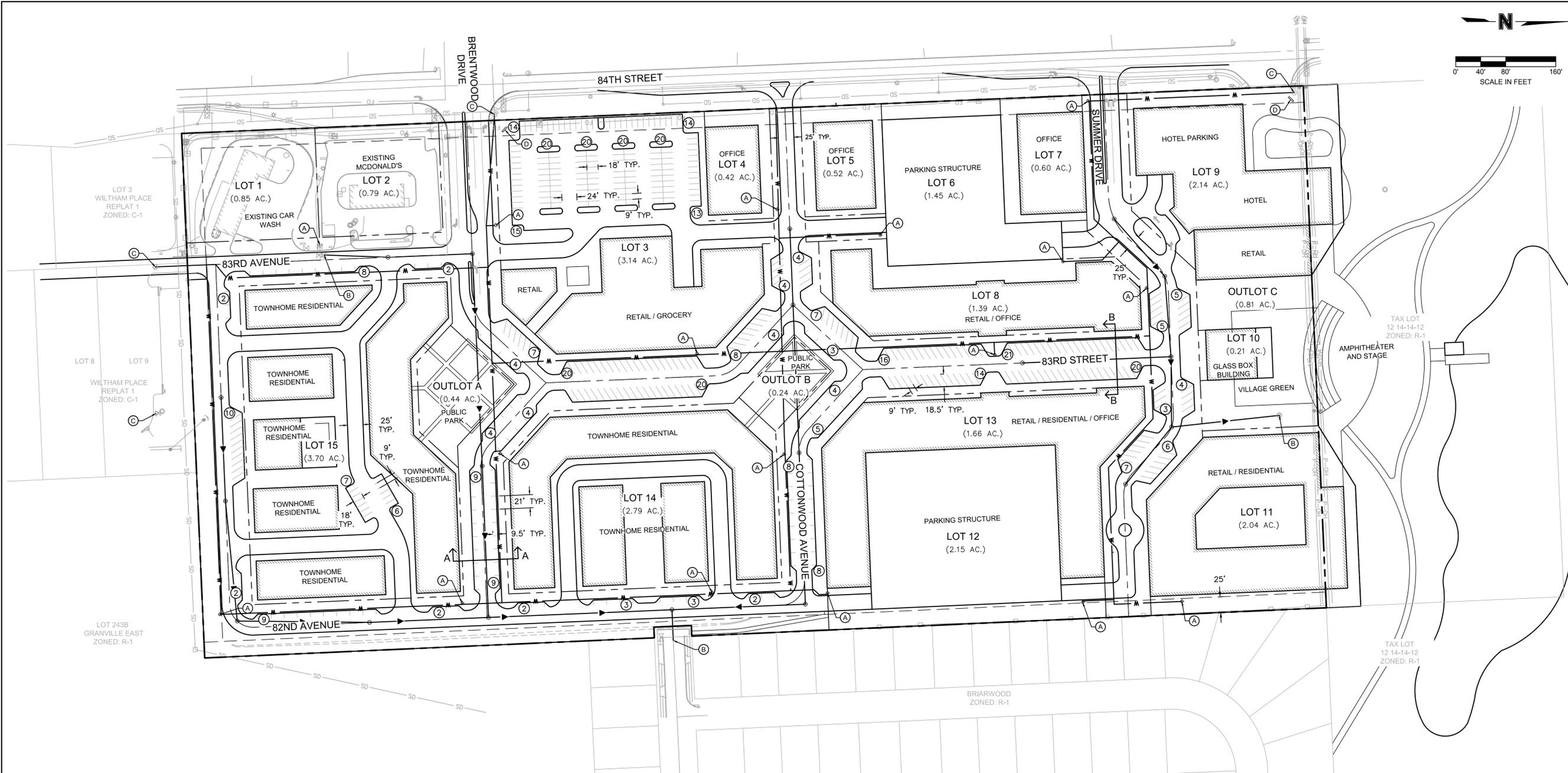
OLSSON ASSOCIATES
 2111 South 67th Street, Suite 200
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 TEL 402.341.1116
 FAX 402.341.5895
 www.olssonassociates.com

REV. NO.	DATE	REVISIONS DESCRIPTION

EXISTING CONDITIONS PLAN	2016
LA VISTA CITY CENTRE 84TH STREET AND BRENTWOOD DRIVE	
LA VISTA, NE	
drawn by: CAS	
checked by: ERG	
approved by: ERG	
QA/QC by: ERG	
project no.: 016-0546	
drawing no.:	
date: 04.04.2016	

Exhibit 2-3(E)-3

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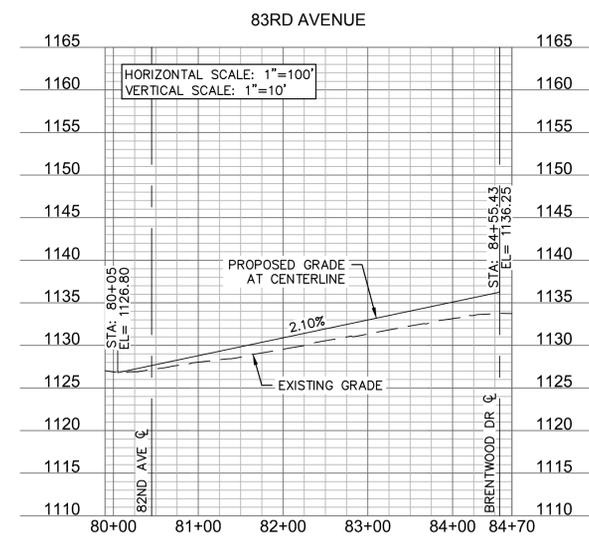
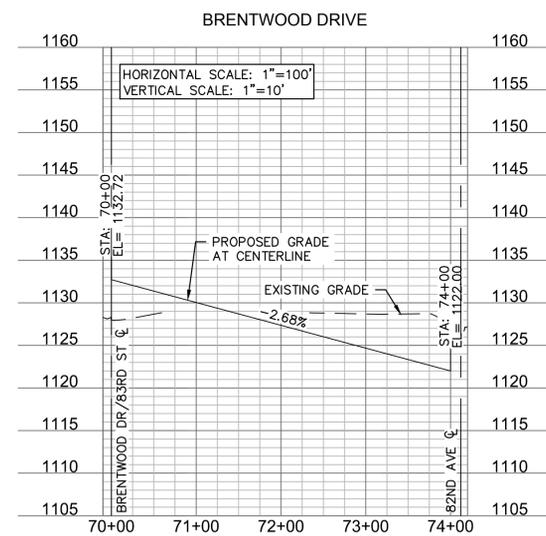
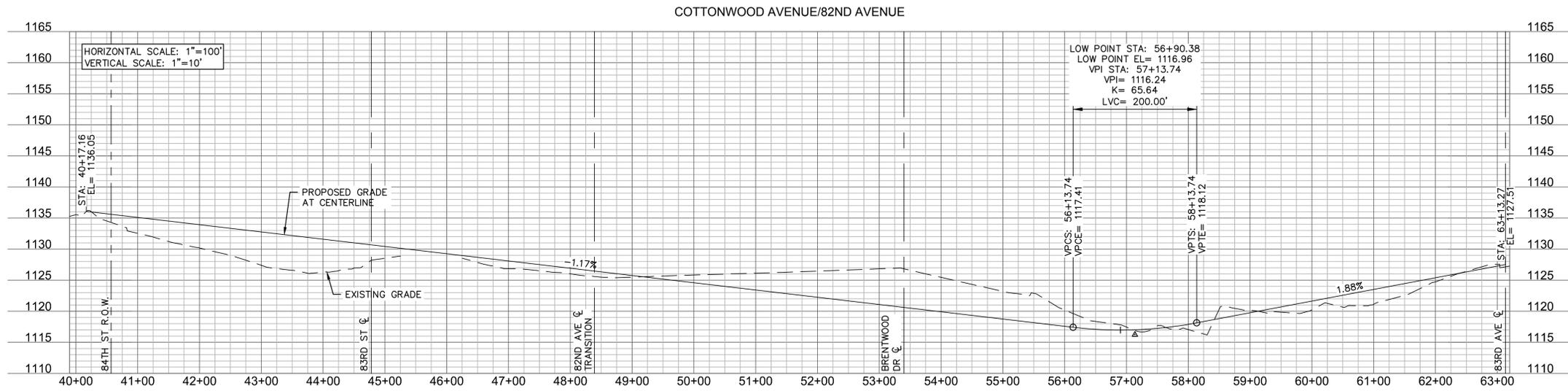
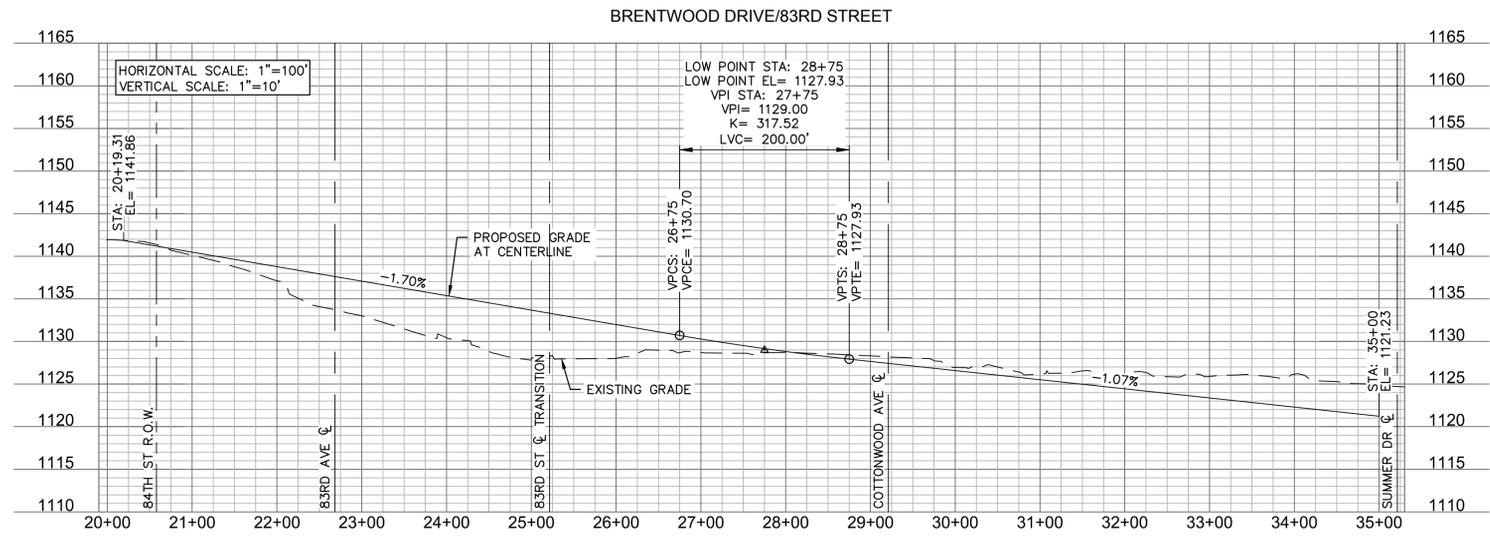
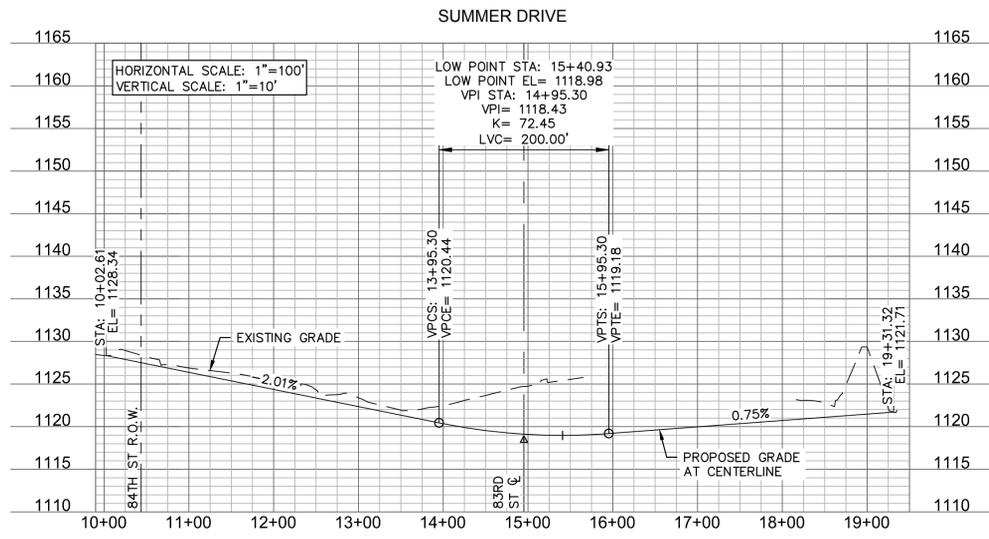
KEY MAP	
(A)	FIRE HYDRANT
(B)	EXISTING SANITARY SEWER MANHOLE
(C)	CONNECT TO EXISTING WATER
(D)	MONUMENT SIGN

LEGEND	
---	BOUNDARY LINE
---	SECTION LINE
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SS	EXISTING SANITARY SEWER
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W	EXISTING WATER LINE
---	PROPOSED SANITARY SEWER
---	PROPOSED WATER LINE

- NOTES:**
1. WATER AND GAS TO BE PROVIDED BY M.U.D.
 2. POWER TO BE PROVIDED BY O.P.P.D.
 3. TELEPHONE AND CABLE TO BE PROVIDED BY LOCAL SERVICE.
 4. THE CALCULATION OF THE AREA REQUIRING CONTROL OF THE FIRST ONE HALF INCH OF RUNOFF SHALL BE BASED ONLY ON THE IMPERVIOUS AREA OF THE PROJECT BEING ADDED OR REPLACED.
 5. THE FINAL POST CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED FOR APPROVAL AT THE TIME OF BUILDING PERMIT.
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REV. NO.	DATE	REVISIONS DESCRIPTION

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REVISIONS DESCRIPTION

DATE

REV. NO.

REVISIONS

2016

PRELIMINARY CENTERLINE PROFILES

LA VISTA CITY CENTRE
 84TH STREET AND BRENTWOOD DRIVE

LA VISTA, NE

drawn by: CAS
 checked by: ERG
 approved by: ERG
 QA/QC by: ERG
 project no.: 016-0546
 drawing no.:
 date: 04.04.2016

SHEET
 C4.1

Exhibit 2-3(E)-6

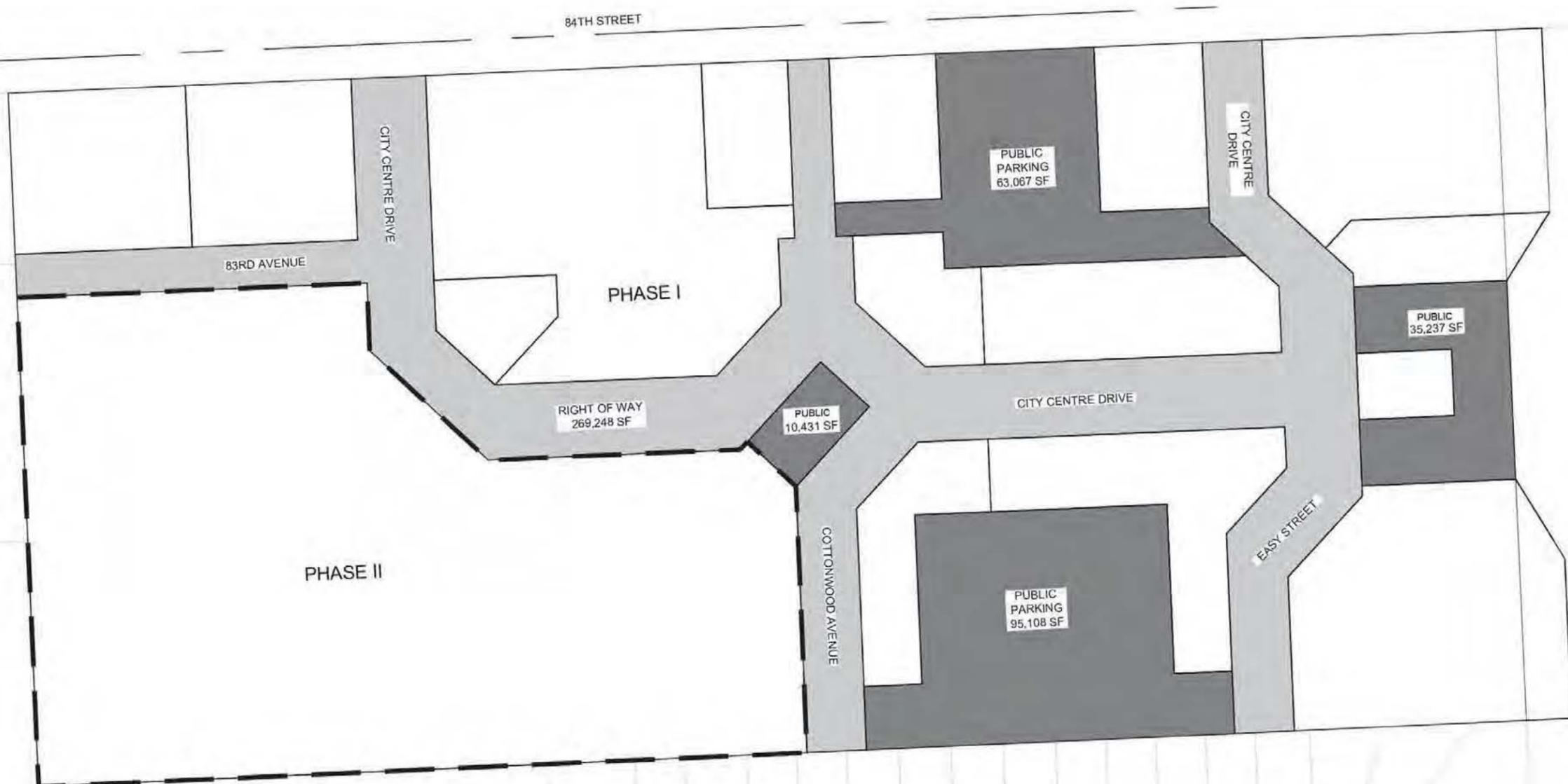
Exhibit 2-3(G)

Statement of Additional Public Facilities or Utilities

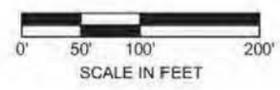
The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Public Improvement Redevelopment Project Area after redevelopment will include without limitation:

- Sanitary and storm sewer improvements, along with water, power, gas, data and communication facilities within the Public Improvement Redevelopment Project Area
- Street and intersection improvements to 84th Street and 83rd Avenue
- New street construction including sidewalks, lighting and signage within the Mixed Use Redevelopment Area
- Construction of public parking lots and parking structures
- Potential street improvements to improve access to pool site from 84th Street
- Construction of an underpass under 84th Street
- Demolition of the La Vista Public Pool
- Construction of a parking lot on the site of the existing La Vista Public Pool
- Burial of an OPPD transmission line near the south boundary of the La Vista Falls Golf Course
- Transformation of La Vista Falls Golf Course including, but not limited to:
 - Lake improvements
 - Bridges and trails
 - Amphitheater with stages, canopies and utility systems
 - Restrooms and shelters
 - Miscellaneous park amenities
- Stream improvements to Thompson Creek in Central Park and storm water management facilities
- 84th Street landscaping improvements

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 USER: pniewohner



LAND TO BE ACQUIRED



LA VISTA CITY CENTRE

LOTS 1 THRU 17 AND OUTLOTS A THRU C

BEING A REPLATTING OF LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B AND 8C, BRENTWOOD CROSSING REPLAT 1, AND ALSO LOTS 8A1, 8A2, 8A3, AND 8A4, BRENTWOOD CROSSING REPLAT 2, SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, IN THE SOUTHWEST QUARTER, AND ALSO A PART OF TAX LOT 12 IN THE NORTHWEST QUARTER, ALL IN SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

PROJECT NO:	016-0546
DRAWN BY:	PAN
DATE:	6/21/16

CITY PROPERTY EXHIBIT

MOLSSON
 ASSOCIATES
 2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT
2-3(I)-1

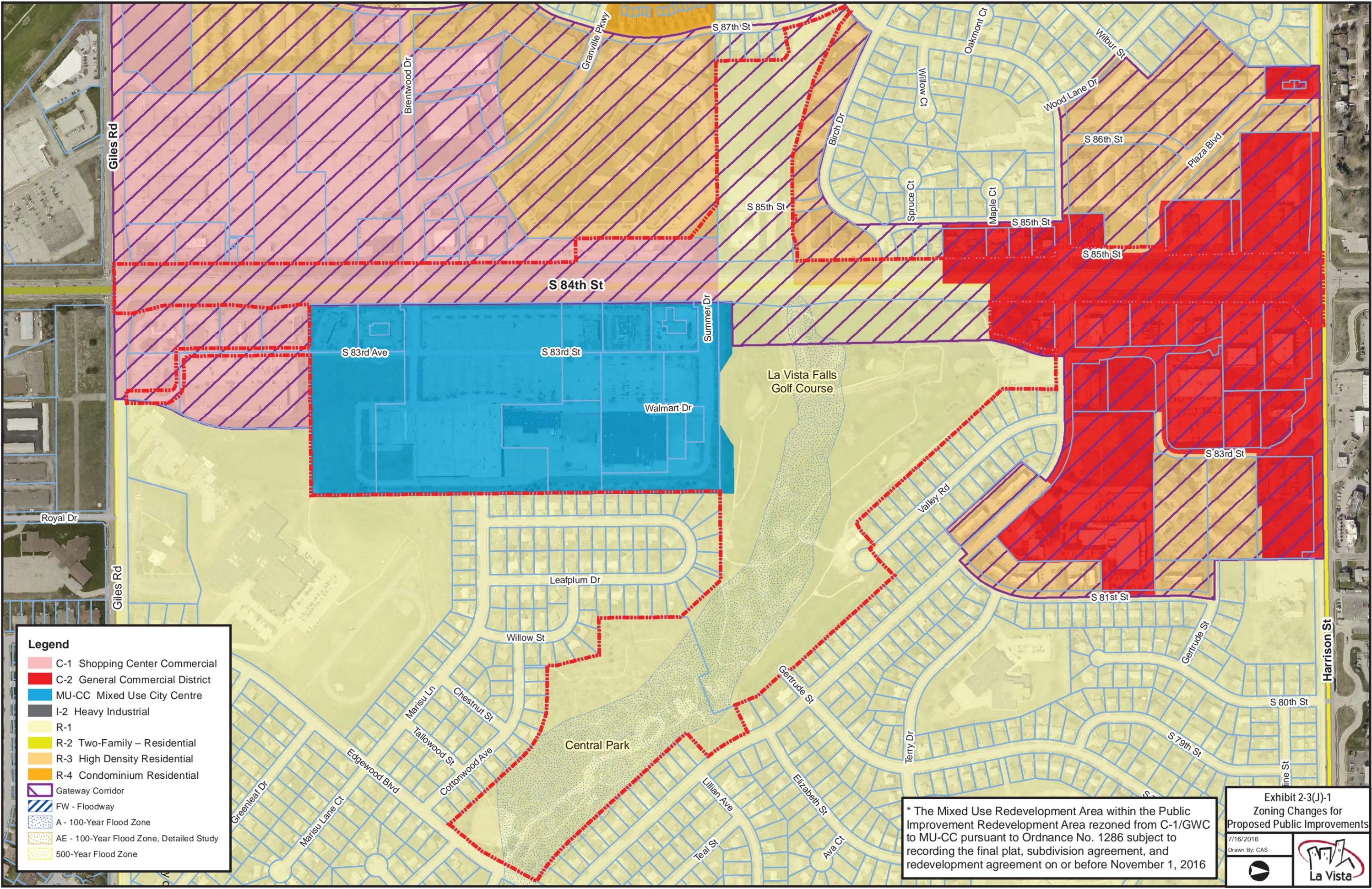
Exhibit 2-3(l)-2

Statement of Additional Public Facilities or Utilities

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

- Sanitary and storm sewer improvements, along with water, power, gas, data and communication facilities within the Public Improvement Redevelopment Project Area
- Street and intersection improvements to 84th Street and 83rd Avenue
- New street construction including sidewalks, lighting and signage within the Mixed Use Redevelopment Area
- Construction of public parking lots and parking structures
- Potential street improvements to improve access to pool site from 84th Street
- Construction of an underpass under 84th Street
- Demolition of the La Vista Public Pool
- Construction of a parking lot on the site of the existing La Vista Public Pool
- Burial of an OPPD transmission line near the south boundary of the La Vista Falls Golf Course
- Transformation of La Vista Falls Golf Course including, but not limited to:
 - Lake improvements
 - Bridges and trails
 - Amphitheater with stages, canopies and utility systems
 - Restrooms and shelters
 - Miscellaneous park amenities
- Stream improvements to Thompson Creek in Central Park and storm water management facilities
- 84th Street landscaping improvements

84th St. Public Improvement Red. Proj.	Total
Summer Drive/New Intersection	2,500,000
Public Offstreet Parking Facility	8,018,090
Public Benefit (Parks/Plazas, Streets etc.)	8,139,417
West Leg Summer Drive	3,000,000
Underpass Construction	7,000,000
Golf Course Transformation	7,450,000
Pool Demolition	500,000
Public Offstreet Parking Facility	8,018,090
	44,625,597



Legend

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

* The Mixed Use Redevelopment Area within the Public Improvement Redevelopment Area rezoned from C-1/GWC to MU-CC pursuant to Ordinance No. 1286 subject to recording the final plat, subdivision agreement, and redevelopment agreement on or before November 1, 2016

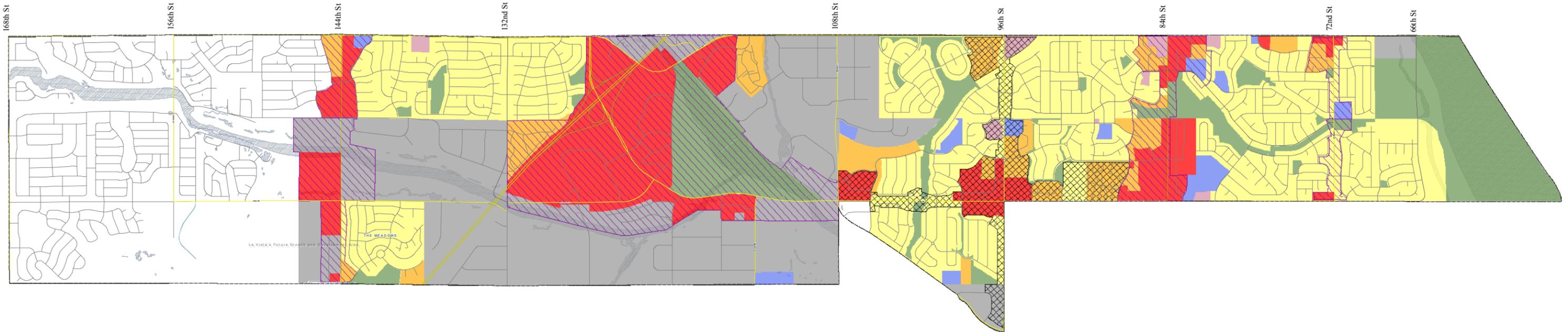
Exhibit 2-3(J)-1
Zoning Changes for
Proposed Public Improvements

7/16/2016
Drawn By: CAS

City of La Vista, NE - Future Land Use Map

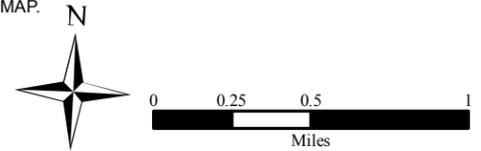
Adopted 6-16-2015

Resolution # 15-074



- Future Land Use**
- Medium Density Residential
 - High Density Residential
 - Commercial
 - Industrial
 - Public
 - Quasi - Public
 - Parks and Recreation
 - Gateway Corridor
 - Special Corridor
- Floodway
 - 500 Year Flood Zone
 - 100 Year Flood Zone

* THE FLOODPLAIN DEPICTED ON THIS MAP IS APPROXIMATE. FOR EXACT FLOODWAY AND FLOODPLAIN LOCATIONS, PLEASE REFER TO THE APPROPRIATE FLOOD INSURANCE RATE MAP.



THIS MAP WAS PREPARED USING INFORMATION FROM RECORD DRAWINGS SUPPLIED BY APPLICABLE CITY, COUNTY, STATE, FEDERAL, OR PUBLIC OR PRIVATE ENDITIES. THE ACCURACY OF THIS MAP CAN NOT BE GUARANTEED. THIS IS NOT A SCALED PLAT.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
84 TH ST. REDEVELOPMENT AREA - ADOPT REDEVELOPMENT PLAN AMENDMENT NO. 1	◆ RESOLUTION	ANN BIRCH
	ORDINANCE RECEIVE/FILE	COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution prepared for the City to approve Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area.

FISCAL IMPACT

None.

RECOMMENDATION

Approval, subject to adoption of the Comprehensive Plan Amendment to incorporate Redevelopment Plan Amendment No. 1.

BACKGROUND

The Mayor and City Council, on behalf of the City and after review and recommendation of the Planning Commission and satisfying all notice, public hearing and other applicable requirements, by Resolution 12-011 declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment.

On July 16, 2013, the Community Development Agency adopted and recommended approval of the *Redevelopment Plan for the 84th Street Redevelopment Area* through Resolution No. 13-064. Also, on July 16, 2013, the City Council approved Resolution No. 13-065 approving of the *Redevelopment Plan for the 84th Street Redevelopment Area*.

An amendment to the redevelopment plan, titled "Redevelopment Plan for the 84th Street Redevelopment Area - Amendment No. 1" (Redevelopment Plan Amendment" or "Amendment") has been prepared as presented at this meeting. Among other things, this Amendment includes a mixed use redevelopment project and a public improvement redevelopment project within the 84th Street Redevelopment Area, and related redevelopment plan provisions. The redevelopment projects described in the Amendment focus in the vicinity of the Brentwood Crossing area because that is where the decline of the 84th Street Redevelopment Area began more than ten years ago. The commercial buildings in the area, among other things, generally are vacant, outdated, and subject to repeated trespass and vandalism, and they do not fit the overall vision and plans to eliminate the

substandard and blighted area. The substandard and blighted area is a threat to the stability and vitality of the City. The amendment and projects are recommended in the public interest and necessary to eliminate and prevent recurrence of the substandard and blighted area. City staff has prepared and is proposing by separate action an amendment to the Comprehensive Development Plan to incorporate the *Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 1* into said Comprehensive Development Plan (“Comprehensive Plan Amendment”).

The Planning Commission on July 21, 2016 held a public hearing and reviewed and recommended the Redevelopment Plan Amendment as in conformity with the Comprehensive Plan, subject to, among other things, Council adoption of the Comprehensive Plan Amendment. An item is included on the agenda for this purpose; that is, to amend the Comprehensive Plan by adopting the Comprehensive Plan Amendment. The written recommendation of the Planning Commission is on file with the City Clerk. The notice of public hearing of the City Council on the proposed Redevelopment Plan Amendment was published and provided in accordance with applicable law.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AMENDMENT NO. 1 TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA IN ACCORDANCE WITH NEBRASKA STATUTES, SECTIONS 18-2101 THROUGH 18-2154.

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

- I. **FINDINGS.** The City Council of the City of La Vista finds and determines as follows:
 - A. The findings and actions of the Agency as set forth in the resolution recommending Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area ("Redevelopment Plan Amendment") to the City Council for approval ("Agency Resolution"), incorporated herein by reference, are ratified, adopted, affirmed and approved.
 - B. All applicable requirements with respect to the actions taken or approved in this Resolution, including notice and hearing requirements, have been satisfied.
 - C. In exercising its powers under Neb. Rev. Stat. Sections 18-2101 to 18-2144 with respect to the matters approved in this Resolution, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements, the City Council has given consideration to the following objective:

The City Council, to the greatest extent it deems to be feasible in carrying out the provisions of Neb. Rev. Stat. Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises.
 - D. The proposed Redevelopment Plan Amendment and the Redevelopment Plan as amended are feasible.
 - E. The proposed Redevelopment Plan Amendment and the Redevelopment Plan as amended are in conformity with the Comprehensive Development

Plan of the City, subject to adoption of the Proposed Comprehensive Plan Amendment described in the Agency Resolution.

- F. The proposed Redevelopment Plan Amendment and the Redevelopment Plan as amended are in conformity with the legislative declarations and determinations set forth in the Community Development Law of Nebraska.
 - G. The proposed Redevelopment Plan Amendment or Redevelopment Plan as amended, and specifically, the Mixed Use Redevelopment Project includes the use of funds authorized by Neb. Rev. Stat. Section 18-2147 ("TIF"), and said use satisfies the following conditions:
 - 1. The redevelopment project in the Redevelopment Plan Amendment or Redevelopment Plan as amended with respect to which TIF may be used would not be economically feasible without the use of TIF,
 - 2. Such redevelopment project would not occur in the community redevelopment area without use of TIF, and
 - 3. The costs and benefits of such redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community and demand for public and private services have been analyzed by the City Council and found to be in the long term best interest of the community impacted by said redevelopment project.
 - H. The proposed Redevelopment Plan Amendment or Redevelopment Plan as amended includes designation of an enhanced employment area; and the requirements of Neb. Rev. Stat. Section 18-2116(2) are satisfied.
- II. APPROVAL OF REDEVELOPMENT PLAN AMENDMENT.** Based on the foregoing and all relevant factors, including any public comment at the public hearing, the City Council of the City of La Vista hereby approves the proposed Redevelopment Plan Amendment, subject to adoption of the Proposed Comprehensive Plan Amendment.
- III. FURTHER ACTIONS.** The Mayor or City Administrator, or his or her designee, in addition to any other person specified in the Redevelopment Plan Amendment, Redevelopment Plan, as amended, or any redevelopment contract or otherwise, is hereby authorized to take such further actions as are necessary or appropriate to implement the Redevelopment Plan Amendment, Redevelopment Plan as amended, or carry out the actions approved in this Resolution on behalf of the City.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

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
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
AMENDMENT TO THE COMPREHENSIVE PLAN — INCORPORATE REDEVELOPMENT PLAN FOR THE 84 TH STREET REDEVELOPMENT AREA – AMENDMENT NO. 1	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to amend the Comprehensive Plan by incorporating the Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 1.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled and an ordinance prepared to consider incorporating the Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 1 as an amendment to the Comprehensive Plan.

Nebraska statutes require the Redevelopment Plan to be submitted to the Planning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole. On July 21, 2016, the Planning Commission held a public hearing and voted to recommend to the Community Development Agency and governing body of the City of La Vista the Redevelopment Plan Amendment presented at the meeting as in conformity, and conformity of the Redevelopment Plan as amended, with the La Vista Comprehensive Plan, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications, if any, the City Administrator or her designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law to the satisfaction of the City Administrator or her designee, and (iv) City Council adoption of the proposed amendments to the Comprehensive Plan to incorporate the Redevelopment Plan Amendment into the Comprehensive Plan.

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ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 10 OF THE COMPREHENSIVE PLAN, AND INCORPORATE INTO THE COMPREHENSIVE PLAN, AMENDMENT NO. 1 TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA; TO REPEAL CONFLICTING ORDINANCES; AND TO PROVIDE SEVERABILITY AND FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. AMEND LA VISTA COMPREHENSIVE PLAN. The Mayor and City Council hereby amend Section 1 of Ordinance No. 1195 and the La Vista Comprehensive Plan as follows: Chapter 10 as added by Section 1 of Ordinance No. 1195 to the 1997 Comprehensive Plan Update titled "Comprehensive Plan 2007" for the City of La Vista dated September 11, 1997 (originally adopted by Ordinance No. 693 and subsequently amended) is hereby amended to add and incorporate as Section 10-1 at the end thereof Redevelopment Plan Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, as attached hereto as Exhibit A and incorporated herein by this reference, subject to any changes made to Amendment No. 1 before it was approved by the City Council.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. Ordinances as previously enacted that are in conflict with this Ordinance are hereby repealed. Any parts of ordinances as previously enacted that are in conflict with any parts hereof are hereby repealed.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that they would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

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Exhibit A

Chapter 10

Section 10-1 - Plan Amendments

REDEVELOPMENT PLAN "84TH STREET REDEVELOPMENT AREA

AMENDMENT NO. 1

Attach final Amendment No. 1 here]

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
84 TH ST. REDEVELOPMENT AREA - PURCHASE OF REAL PROPERTY FOR PUBLIC IMPROVEMENTS - VICINITY OF 84 TH AND BRENTWOOD DRIVE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH, COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution has been prepared authorizing the purchase of real property for public improvements in the vicinity of 84th and Brentwood Drive in the 84th Street Redevelopment Area.

FISCAL IMPACT

The FY2016/17 budget provides for the proposed purchase.

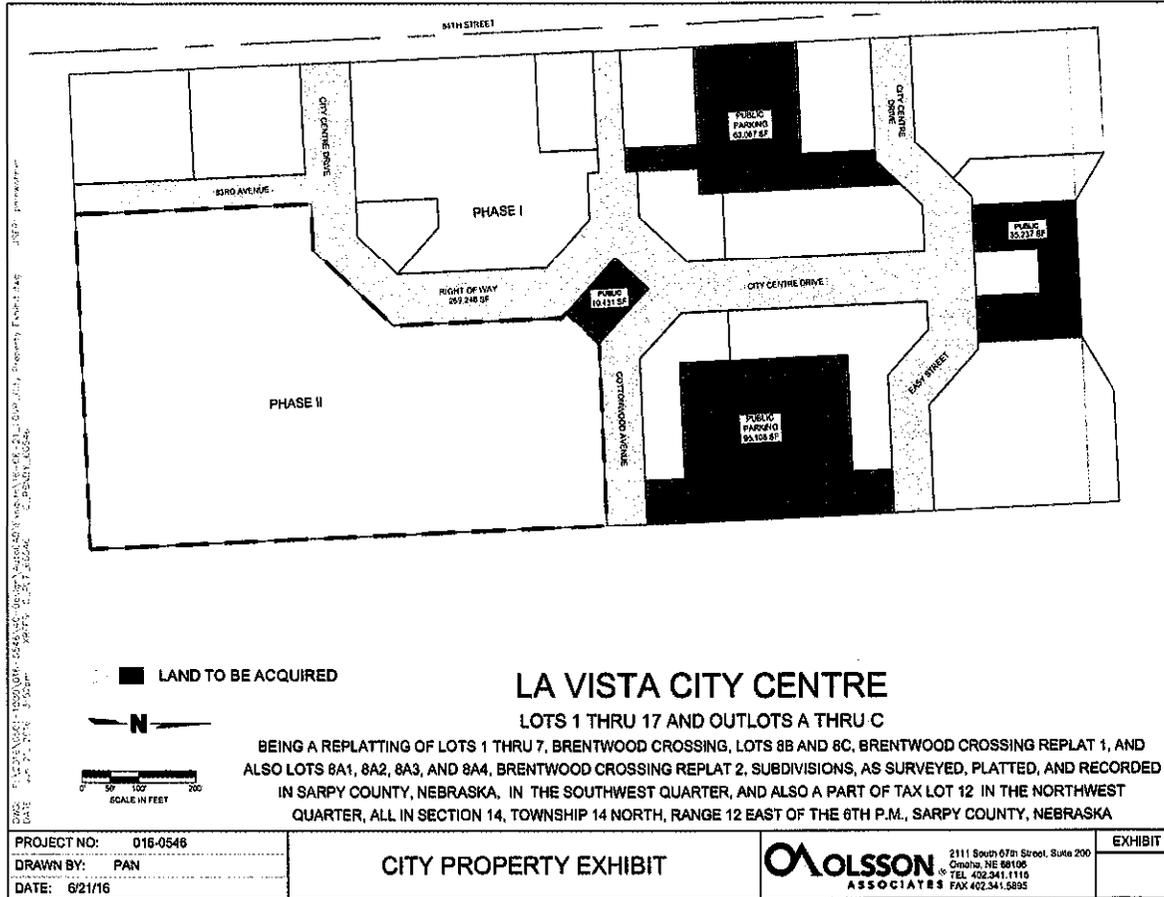
RECOMMENDATION

Approval.

BACKGROUND

The resolution would authorize the City to purchase property within the vicinity of 84th and Brentwood Drive in the 84th Street Redevelopment Area for public improvements, including without limitation, public streets, public offstreet parking facilities, and public recreational areas and open spaces. Total real property to be acquired is estimated at approximately 473,187 square feet. Total estimated price is \$4,798,116, plus costs.

(see map on following page)



ITEM F-2

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR SUBDIVISION AGREEMENT, ♦ LOTS 1-17 & OUTLOTS A-C, LA VISTA CITY CENTRE (SE OF 84 TH & SUMMER DR.)	RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to approve the Subdivision Agreement for approximately 34.93 acres to be known as La Vista City Centre, generally located southeast of 84th Street and Summer Drive.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A resolution has been prepared to approve the Subdivision Agreement for proposed Lots 1 – 17 and Outlots A – C, La Vista City Centre, submitted by La Vista City Centre, LLC, generally located southeast of 84th Street and Summer Drive.

On July 19, 2016, the City Council approved the final plat for La Vista City Centre subject to completion of all items noted in the staff report under Review Comments. One of these items is the submission of an acceptable subdivision agreement prior to recording of the final plat. Attached is the proposed subdivision agreement for approval.

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RESOLUTION NO. 16 —

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 THRU 17 AND OUTLOTS A THRU C, LA VISTA CITY CENTRE SUBDIVISION.

WHEREAS, the City Council on July 19, 2016, by Resolution No. 16-077 did approve La Vista City Centre Subdivision, subject to certain conditions ("Conditions"); and

WHEREAS, the Subdivider, La Vista City Centre, 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 as presented at this meeting of the City Council for the La Vista City Centre Subdivision ("Subdivision Agreement") 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 (i) such additions, subtractions, or modifications as that the City Administrator or City Engineer may determine necessary or appropriate; and (ii) satisfaction of the Conditions, as referenced in the recitals above and incorporated herein by reference.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC

City Clerk

**SUBDIVISION AGREEMENT
LA VISTA CITY CENTRE**

THIS AGREEMENT is made this _____ day of _____, 2016, among La Vista City Centre, LLC, a Nebraska limited liability company, (“Subdivider”) and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as “City”). The “Effective Date” shall be the date Subdivider acquires fee simple title to the Property (as hereinafter defined).

WITNESSETH:

WHEREAS, Subdivider is or has an agreement to purchase and upon closing will be 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 “Plat” or the “Platted Area”). The Plat as finally approved by the City Council shall be referred to herein as the “final plat” or “Final Plat”); and,

WHEREAS, the Mayor and City Council by Resolution No. 12-011 declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment; and

WHEREAS, La Vista Community Development Agency is a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista, a Nebraska municipal corporation in Sarpy County, Nebraska, on February 12, 2012 (“CDA”); and

WHEREAS, the City Council by Resolution No. 12-012 approved the Redevelopment Plan for the 84th Street Redevelopment Area, which Redevelopment Plan included an Initial Redevelopment Project to acquire and clear portions of the 84th Street Redevelopment Area to eliminate and prevent recurrence of the substandard and blighted area. The Property Subdivider is acquiring includes areas described in the Initial Redevelopment Plan. Subdivider submitted an application with the CDA providing for redevelopment of the Property and other portions of the 84th Street Redevelopment Area, referred to in this Agreement as the Mixed Use Redevelopment Project Area; and

WHEREAS, on _____, 2016, the City approved Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area. The Redevelopment Plan, as amended, is incorporated into this Agreement by reference (“Amended Redevelopment Plan”). The Amended Redevelopment Plan in part provides for the Mixed Use Redevelopment Project, which among other things provides for mixed use redevelopment and Tax Increment Financing (TIF) for the Mixed Use Redevelopment Project Area generally located at the intersection of 84th Street and Brentwood Drive; and

WHEREAS, Subdivider is a party to a Redevelopment Agreement with the CDA, dated on or about even date herewith, with respect to the Mixed Use Redevelopment Project (the “Redevelopment Agreement”), which includes the acquisition, financing and construction by Subdivider of a modern mixed-use redevelopment, to consist of market-rate multi-family

housing (apartments and townhomes), commercial office, restaurant, and retail space, and related public improvements to be financed in part using tax increment financing, and other facilities, equipment, and improvements, as preliminarily described or depicted in the Redevelopment Agreement and including (i) approximately 384 unit market-rate multi-family housing, (ii) approximately 200,000 square feet of commercial office space, (iii) approximately 210,000 square feet of retail spaces, which may include an approximate 60,000 grocery store, and (iv) a potential hotel having approximately 120 room hotel (collectively, the “Subdivider Improvements”), of comparable quality to other high quality mixed use developments in the Omaha metropolitan area. Subdivider may construct the Subdivider Improvements in separate phases or projects, all of which together will constitute the overall Mixed Use Redevelopment Project. All Subdivider Improvements will be in accordance with the Site Plan and Final Plat, as finally approved by the City; provided however, a Site Plan for parts of the Subsequent Phases defined and depicted in the Redevelopment Agreement will be subject to separate review and approval by the City apart from the Site Plan for Phase I. Design of the Subdivider Improvements will satisfy applicable provisions of the Redevelopment Agreement. The phasing or schedule of Improvements will be determined in accordance with applicable provisions of this Subdivision Agreement below. Any subsequent additions, subtractions, or changes from time to time of or to the Site Plan, Final Plat, design, phasing, or schedule will be subject to the same approval requirements; and

WHEREAS, the Amended Redevelopment Plan in part also provides for the Public Improvement Redevelopment Project for public improvements to be constructed by the City in the Public Improvement Redevelopment Project Area, generally on or in the vicinity of the City golf course, swimming pool, and Brentwood Crossing areas. The City determines that such public improvements, in the interests of public health, safety, welfare, necessity and convenience, shall be constructed, owned and operated by the City, including, but not limited to, additional recreational areas, and public streets and public off-street parking in the interests of safe and uncongested traffic flows through, in and around the Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to I-80 and other parts of the metropolitan area; and

WHEREAS, the City determines that the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project are in interests of public health, safety, welfare, necessity and convenience and the best interests of the City, and specifically with respect to eliminating and preventing recurrence of the substandard and blighted 84th Street Redevelopment Area, and

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

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

1. Platting. Subject to the terms of this Agreement, the subject property shall be platted and replatted as Lots 1 thru 17 and Outlots A thru C, La Vista City Centre, as more fully shown on Exhibit “B” (“Plat”).
2. Subdivider Improvements. Subdivider, at its cost, will design, construct, own, manage, operate, maintain, replace, and repair the Subdivider Improvements in accordance with

all applicable requirements of the Redevelopment Agreement or this Agreement, including the following.

- a. Minimum Investment. The Subdivider shall spend a minimum of \$80,000,000.00 in Phase I of the Mixed Use Redevelopment Project (as preliminarily depicted and broken down by lot, description of facilities, and office, residential, retail, or other identified type of mixed use in “Exhibit C” attached hereto and incorporated herein by this reference) (the “Phase I Subdivider Improvements”). The final layout, facilities, improvements, and features of the Phase I Subdivider Improvement will be depicted in the final Plat and site plan approved by the City. Any subsequent changes to the Plat or site plan will be subject to the approval of the City. Final design, and any subsequent changes to the final design, of Phase I Subdivider Improvements or other Subdivider Improvements will be subject to approval pursuant to the Redevelopment Agreement.
- b. Minimum Uses. The Subdivider shall develop a minimum of 80,000 square feet of space to be occupied by businesses primarily engaged in the business of selling goods or services subject to La Vista local option sales taxes sourced in the Mixed Use Redevelopment Project Area (the “Retail Space”) in Phase I Subdivider Improvements of the Mixed Use Redevelopment Project. Subdivider also will develop approximately 350 units of multifamily housing and a minimum of 23,000 square feet of Class A office space in Phase I Subdivider Improvements. Phase I Subdivider Improvements and the subsequent phases combined shall have a minimum of 180,000 square feet of Retail Space. Notwithstanding the foregoing, (i) for the purposes of the 180,000 square feet, any square footage of a grocery store that is used for the sale of groceries or other products exempt from sales tax located in the Mixed Use Redevelopment Project Area shall be excluded from the calculation of the developed Retail Space; and (ii) the preference is for a hotel or additional Class A office use to be constructed on Lot 11 indicated on the Final Plat. Multifamily housing will not be constructed on Lot 11 without prior approval of the City. Requirements of this paragraph will be referred to as “Minimum Uses”.
- c. Use Restrictions. The Subdivider hereby agrees that no portion of the Mixed Use Redevelopment Project Area shall be used for any of the uses identified on Exhibit “D” attached hereto and incorporated herein by this reference.
- d. CCRs/Association. The Subdivider shall record Covenants, Conditions and Restrictions (“CCRs”), in form and content satisfactory to the City Engineer, against the Property that govern the ongoing operation of the Mixed Use Redevelopment Project Area, which CCRs shall contemplate the formation of the La Vista City Centre Owners Association (the “Association”) and the assignment of all of Subdivider’s rights as declarant in connection with the CCRs and the ongoing rights and obligations related to the operation, maintenance, replacement and repair of public improvements constructed by Subdivider to the Association; provided, however, the owners of any lots in the Mixed Use Redevelopment Project Area will continue to be obligated to the extent Association fails to

perform. The Association shall have enforcement rights in connection with this Agreement with respect to owners and occupants of any lots in the Mixed Use Redevelopment Project Area.

3. Public Improvements. The City, at its cost, will acquire the property preliminarily described or depicted in Exhibit “E” (“Property for City Improvements”) and design, construct and own, manage, operate, maintain, replace, and repair the public improvements preliminarily described or depicted in Exhibit “F” (“Public Improvements”), which exhibit includes and indicates without limitation public recreational areas, public streets, public offstreet parking facilities, and any other public improvements to be constructed in Phase I (“Phase I Public Improvements”). Final components, design, and location of the Public Improvements and Phase I Public Improvements and related exhibits will be subject to any additions, subtractions, or changes, and approval by the City Engineer.
 - a. Property for City Improvements to be acquired will be the property that is needed for the Public Improvements, as determined by the City Engineer and survey. Price of the Property for City Improvements is anticipated to be \$10.14 per square foot, which shall be determined on a per square foot based on the total actual out-of-pocket costs paid through the date of closing by the Subdivider to acquire the Brentwood Crossing Property, including the initial purchase price for Subdivider to purchase the Brentwood Crossing Property, design and engineering costs related to the platting of the Brentwood Crossing Property, costs related to the entitlements for the Brentwood Crossing Property, and closing costs related to acquisition of the Brentwood Crossing Property (“Price Per Square Foot”); provided, however, actual costs of Subdivider in excess of the initial purchase price for Subdivider to purchase the Brentwood Crossing Property shall be subject to review and approval of the City Administrator or City Engineer. Closing on the Property for City Improvements for Phase I Public Improvements will occur contemporaneously with the closing of Subdivider’s acquisition of the Property. Exchange of City parcels described or depicted in Exhibit “G” for parts of the Property for City Improvements will be part of the consideration of the City for the desired Property for City Improvements, which parcels will be conveyed pursuant to Neb. Rev. Stat. Section 16-202 or other applicable statutes at the closing, on the condition of uses in accordance with the Amended Redevelopment Plan for the Mixed Use Redevelopment Project. The City by approving this Agreement finds that such property is exchanged for fair value for uses in accordance with the Amended Redevelopment Plan, taking into account and giving consideration to the uses and purposes required by such Amended Redevelopment Plan in this Agreement and otherwise; the restrictions upon, and the covenants, conditions, and obligations assumed by the redeveloper of such property; and the objectives of such Amended Redevelopment Plan for the prevention of the recurrence of substandard and blighted areas. Remaining consideration will be cash at closing at the Price Per Square Foot. The Property for City Improvements will be conveyed by warranty deed at closing in fee simple, free of all encumbrances, except any approved by the City Engineer in writing before closing. Notwithstanding anything in this Agreement to the

contrary, Subdivider at or before closing, unless otherwise agreed by City Engineer, will eliminate, or to the satisfaction of the City Engineer will provide for elimination of, any recorded or unrecorded interests or encumbrances with respect to Property for City Improvements that the City Engineer determines might interfere with CDA commencing or performing Demolition and Site Preparation or City constructing any planned Public Improvements. Any purchase agreement for Property for City Improvements will be in form and content satisfactory to the Subdivider and City Administrator or City Engineer. Closing on Property for City Improvements for Phase II Public Improvements in the Phase II Area, as depicted on Exhibit “H”, shall be at the Price Per Square Foot for the locations determined pursuant to approved plats for the Subsequent Phases defined and depicted in the Redevelopment Agreement and at such times as agreed by Subdivider and City Administrator or City Engineer. For this purpose, Phase II Public Improvements will consist of public improvements the City will construct on Property for City Improvements other than Phase I Public Improvements.

- b. Public Improvements, subject to approval of the City Engineer, or any additions, subtractions, or changes and approval by the City Engineer, will include:
 - i. Public Infrastructure. Construct all public infrastructure within right of ways or the Property for City Improvements or otherwise, as preliminarily described or depicted in Exhibit “F”, including, but not limited to, on-street parking, drive lanes, utilities, sanitary sewer, storm water improvements, surface drainage improvements, perimeter landscaping (along 84th street), street lighting, general area identification monument signage, and making arrangements for any needed infrastructure for primary data for the entire Mixed Use Redevelopment Project Area, excluding, however, the Phase II Area (collectively, the “Phase I Infrastructure”) within the applicable timeframe set forth in or determined in accordance with this Agreement. Phase I Infrastructure will be included in Phase I Public Improvements. Upon acquisition of the portions of the Phase II Area required for Phase II Public Improvements, the City shall construct infrastructure within the Phase II Area, as preliminarily described or depicted in Exhibit “I” or otherwise (the “Phase II Infrastructure”), within the timeframe set forth in or determined in accordance with this Agreement.
 - ii. Recreational Area Improvements.
 - a. Phase I. Construct public recreational area improvements in the areas of Property for City Improvements, as preliminarily described or depicted on Exhibit “E” attached hereto and incorporated herein by this reference (collectively, the “Phase I Recreational Improvements”), within the timeframe set forth in or determined in accordance with this Agreement. Phase I Recreational Improvements will be included in Phase I Public Improvements.

b. Phase II. Construct public recreational area improvements in the Phase II Area of Property for City Improvements per an agreed upon site plan (collectively, the “Phase II Recreational Improvements”) within the timeframe set forth in or determined in accordance with this Agreement.

c. Other Public Improvements - Golf Course, Pool and Other Areas. Pursuant to City master planning and as described in the Amended Redevelopment Plan, City will be providing or providing for additional public improvements and facilities on or in the vicinity of the La Vista Falls Golf Course and City swimming pool, including the improvements and timeframes as preliminarily described or depicted in Exhibit “L”.

iii. Public Offstreet Parking Facilities.

a. Initial Facility. Construct the public offstreet parking garage facility (the “Initial Public Offstreet Parking Garage”) in the area of Property for City Improvements, as preliminarily described or depicted on Exhibit “J” attached hereto and incorporated herein by this reference (“Depiction of Public Offstreet Parking Areas”), within the timeframes set forth in or determined in accordance with this Agreement. Also construct a public offstreet surface parking facility (the “Public Offstreet Surface Parking”) in the area of Property for City Improvements, as preliminarily described or depicted on Exhibit “J” attached hereto and incorporated herein by this reference (“Depiction of Public Offstreet Parking Areas”). The City upon recommendation of the City Engineer may decide to install footings and foundation at the time of construction of the Public Offstreet Surface Parking in anticipation of construction of additional public off-street parking garage facilities described in subsection “b” as follows. Phase I Public Offstreet Parking Garage and Phase I Public Offstreet Surface Parking will be included in Phase I Public Improvements.

b. Additional Public Offstreet Parking Facility. Construct the additional public offstreet parking garage facility in the area where the Public Offstreet Surface Parking was located within the timeframes set forth in or determined in accordance with this Agreement (“Additional Public Offstreet Parking Garage”).

c. Cooperation. The Subdivider and City, to encourage safe and uncongested flow of traffic in and around the area, will cooperate as they determine necessary or desired to encourage and facilitate use of public

offstreet parking facilities, including without limitation granting any easements determined necessary or appropriate.

iv. Access.

a. S. 84th Street. Relocate the northwest entrance of S. 84th Street as identified on Exhibit “B” within the timeframe set forth in or determined in accordance with this Agreement. In addition, the City shall be responsible for any improvements required in connection with S. 84th Street, including intersection controls, relocation of intersections and installation of acceleration/deceleration lanes.

b. Marisu Lane. Construct a pedestrian accessway from Marisu Lane to the Mixed Use Redevelopment Project Area, in the location preliminarily identified on Exhibit “B” attached hereto, within the timeframe set forth in or determined in accordance with this Agreement.

c. Access Points. Subdivider and City will cooperate with respect to any portion of the Mixed Use Redevelopment Project Area for purposes of access points or access drives.

d. Cooperation. Subdivider and City agree to cooperate in all applications submitted by Subdivider or City to the State of Nebraska or otherwise in connection with the location of access points to the Mixed Use Redevelopment Project Area.

vi. Additional City Obligations.

a. Management. The City at its cost will operate and manage the Public Improvements described in this Agreement, including any programming for the Recreational Areas within the Mixed Use Redevelopment Project Area. Programming and management of the Recreational Areas are important to the successful operation of the Redevelopment Project. City will seek input of residents, property owners and businesses with respect to the programming.

b. Public Improvements. The City will acquire the Property for City Improvements and construct, own and maintain the Public Improvements for public use. The City will maintain and repair the Parking Garages and right of way in accordance with applicable code or law.

4. Schedule. Construction of Phase I Subdivider Improvements by Subdivider and construction of Phase I Public Improvements by City are anticipated to begin at or about the same time in the Spring of 2017. Subdivider shall complete and open to the public for business the Phase I Subdivider Improvements, and the City will construct and complete the Phase I Public Improvements for public use, according to schedules established by Subdivider representative and City Engineer in accordance with this Agreement. The Subdivider representative is Chris Erickson.

- a. Phase I Improvements. City and Subdivider, for efficiencies of construction, will cooperate in constructing their respective Phase I Subdivider Improvements and Phase I Public Improvements in a coordinated manner. Subdivider will achieve Grand Opening of the Phase I Subdivider Improvements no later than forty eight (48) months after beginning construction of Phase I Subdivider Improvements. Phase I Public Improvements will be substantially completed by City and available for use of the public by the Grand Opening. For this purpose, Grand Opening of the Phase I Subdivider Improvements means substantial completion of the Phase I Subdivider Improvements and such Phase I Improvements being available for lease. Coordinated schedules for construction of particular components of Phase I Subdivider Improvements and Phase I Public Improvements will be determined and subject to adjustment from time to time by the Subdivider and City Engineer. Initial schedules will be developed on or before closing on the Brentwood Crossing Property and Property for City Improvements for Phase I Public Improvements.

Notwithstanding anything in this Agreement or the Redevelopment Agreement to the contrary:

- i. Subdivider immediately after execution of this Agreement will design the Phase I Subdivider Improvements specified in Exhibit "C". Such design will be completed no later than necessary to begin construction of such improvements within ninety (90) days after completion of Demolition and Site Preparation by CDA, according to the established schedule.
 - ii. City immediately after execution of this Agreement will design Phase I Public Improvements specified in Exhibit "F". Such design will be completed no later than necessary to begin construction of such improvements within ninety (90) days after completion of Demolition and Site Preparation by CDA, according to the established schedule, subject to satisfaction of any procedural or other requirements of State Statutes.
 - iii. City and Subdivider will cooperate and coordinate in such design and phasing of construction of their respective Phase I improvements for the work to be phased, commenced and completed in an efficient and timely manner no later than the times provided or determined in accordance with this Agreement,
- b. Other Improvements. All other Subdivider Improvements and Public Improvements will be developed and constructed according to schedules established by the Subdivider representative and City Engineer from time to time, subject to satisfaction of procedural or other statutory requirements.
 - c. Any applicable timeframe of a party for commencing or completing construction shall be extended one day for each day of delay by the other party.

- d. Notwithstanding anything in this Agreement to the contrary, timeframes and obligations of the City to acquire Property for City Improvements or commence or construct Public Improvements will be subject to:
- i. Subdivider permitting a third party with experience in the evaluation of real estate finance as designated by the City (the “Financial Professional”), to review satisfactory documentation of irrevocable commitments for bank, equity or other financing or funds sufficient for Subdivider Improvements scheduled to commence or be constructed at any time during construction of the Public Improvements (“Financial Commitments”). Subdivider from time to time will provide updated information and additional Certifications of continuing Financial Commitments as City may request from time to time; and
 - ii. Subdivider closing on acquisition of the Property.
 - iii. The following provisions apply to Financial Commitments with respect to Phase I improvements,

Evidence of irrevocable commitments of bank or other sources of funds (a) sufficient for Subdivider to acquire the Property will be provided to the satisfaction of the City Administrator or her designee on or before the closing date, as a condition of City closing on the Property for City Improvements; and (b) sufficient for Subdivider to commence and complete the Phase 1 Subdivider Improvements will be provided to the satisfaction of the City Administrator or her designee between 30 and 60 days before the scheduled commencement of Phase I Public Improvements as a condition of Phase I Public Improvements.

In conjunction with the Financial Commitments, Subdivider will make available to the Financial Professional at its lender’s offices or another location agreed by Subdivider and City all financial information of borrowers or investors in the Phase I Subdivider Improvements that is made available to or reviewed by lenders by or on behalf of Subdivider for purposes of review, underwriting, or commitments of applications or granting of loans or other financing for Subdivider Improvements, and any updates (“Financial Information”) to assess the financial position of such borrowers or investors and the adequacy of funds to finance the acquisition of the Property and the construction of the Phase I Subdivider Improvements, to the satisfaction of the City Administrator or her designee. Subdivider shall have the right to be present for any review of financial information of borrowers. Access to such Financial Information will be provided to the Financial Professional (a) at least 30 days before the scheduled closing date on the Property for City Improvements, and (b) between 30 and 60 days before City is scheduled to begin Phase I Public Improvements; provided, however, (i) City at its option shall accept in satisfaction of subsection (b) a written certification of Redeveloper that

there have been no material adverse changes in the Financial Information taken as a whole since the date of first review (“Certification”). City closing on acquisition of the Property for City Improvements or commencing or completing Phase I Public Improvements will be subject to satisfaction of this paragraph.

Subdivider retains ownership and desires to maintain the confidentiality of all Financial Information. By providing access pursuant to this Section 4(d), Subdivider does not intend to relinquish ownership, control or any rights in or to the Financial Information, or authorize additional disclosures except as necessary for purposes of this Section 4(d). The Financial Professional shall execute a non-disclosure agreement in form approved by Subdivider. The Financial Professional may render an opinion as to the adequacy of funding for the acquisition of the Property and the construction of the Phase I Improvements and may provide general information regarding the Financial Commitments but shall agree not provide in writing specific information by name regarding the financial information of any particular individual provided for review.

5. Drainage Calculations and Map. The Subdivider submitted a Preliminary Plat that illustrated a preliminary storm sewer layout to serve Phase 1 infrastructure. Said storm sewer layout crosses Outlot C in locations shown on the final plat. The City’s release of the final plat shall be conditioned on Subdivider executing and delivering or otherwise making provision for any required easements in form and content satisfactory to the City Engineer. Subdivider will record with the final plat any easements the City Engineer requires as a condition of releasing the final plat and without expense to the City.
6. Storm Water Management Plan. Before improvements are constructed on an individual lot in the Platted Area, the lot owner, 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. Plans and specifications for such storm water management improvements for each individual lot shall be prepared prior to issuance of permit for grading or construction of improvements on the individual lots by each lot owner’s engineer at its sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting any grading or construction of such improvements on the lots.
7. Storm Water Management Plan Maintenance Agreement. A Post-Construction Storm Water Management Plan Maintenance Agreement (“Maintenance Agreement”) in the form and content satisfactory to the City (City Engineer) shall be entered into between each individual lot owner in the Platted Area and the City prior to issuance of any permit for grading or construction of improvements on any individual lot. It is understood 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 individual lot owner 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 respective lot.

Watershed Management Fees. Each individual lot owner in the Platted Area shall make payment to City for Watershed Fees. This fee for each lot 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.

- 8. 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.
- 9. Public Access Roads or Driveways; Sidewalks. Direct vehicular access to abutting streets shall be limited as indicated on the Plat, as finally approved by the City in the final plat. Roads and driveways identified in the Plat for use of the public, at Subdivider's sole cost except as otherwise specified in this Agreement or approved by the City Engineer, shall be constructed to City approved specifications and shall not be less than nine inches (9") 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. Sidewalks shall be installed by each individual lot owner no later than the time of the development of said owner's Lot at the owner's sole cost. Construction and installation of an improvement required by this paragraph 9 shall be completed no later than a certificate of occupancy for any building on the Lot that triggers construction of the improvement in this paragraph. Unless otherwise specified in this Agreement, an improvement described in this Section 9 shall be maintained, replaced and repaired by the owner of the Lot who is required to construct the improvement, at the owner's sole cost.

10. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Platted Area to assure the placement of lot corner pins as indicated has been done on the final plat.
11. Sanitary Sewer Connection. A sanitary sewer connection agreement shall be required of each lot owner as a condition of issuance of a building permit, in form and content approved by the City, subject to any additions or changes the City Engineer determines necessary or advisable.
12. Infrastructure to be at Private Expense. The cost of all Subdivider private infrastructure improvements within or serving the Platted Area which shall include construction of public sidewalks, streetscape improvements, landscaping along public right of ways or in public areas, façade or lighting enhancements (collectively, the "Subdivider Private Infrastructure") shall be the private expense of Subdivider and Subdivider's successors, unless otherwise provided in this Agreement. All Subdivider Private Infrastructure shall be constructed and maintained at private expense and no part thereof shall be the responsibility of or at the expense of the City. In the event of any Subdivider Private Infrastructure that is to be shared by more than one lot owner ("Shared Private Infrastructure"), such Shared Private Infrastructure shall be subject to bonding requirements set forth in this section. All Subdivider public infrastructure improvements, including but not limited to sidewalks, landscaping, benches, trash enclosures, and other amenities ("Subdivider Public Infrastructure") shall be designed, contracted constructed, operated, repaired, replaced and maintained by Subdivider and its successors, except to the extent performed by the Association pursuant to the CCRs. A preliminary estimate of the cost of design and construction of the Subdivider Public Infrastructure is set forth on Exhibit "K". Before the City releases the Final Plat to Subdivider for recording, Subdivider will provide City (i) a copy of the executed CCRs in form and content satisfactory to the City Engineer that Subdivider will record with the Final Plat, and (ii) a surety bond satisfactory to the City Engineer in the amount of 110% of the total estimated cost to design and construct the Shared Private Infrastructure and Subdivider Public Infrastructure connected with Phase I Subdivider Improvements. The intent is not to require under this Agreement and the Redevelopment Agreement more than one bond of the same type and amount, covering the same performance and the same improvements. In such a case, the City Engineer may accept a single bond to satisfy the bonding requirement of both agreements, provided the bond expressly guarantees payments and performance under both agreements, in the greater amounts required under such agreements, and names both the City and CDA as beneficiaries.
13. Right of Way. Any Subdivider Improvements to be located in, on, over or beneath any public right of way will be provided pursuant to easements or such permitting or other applicable requirements or processes of the City for improvements located in, on, over, or beneath public right of way.
14. City Engineer to be Determiner. The City shall be have the right, but not any obligation, to inspect any work on or relating to the improvements described in this Agreement, and to require modification, replacement, maintenance or repair of any Private Infrastructure Improvements or Subdivider Public Infrastructure 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 such improvements shall be subject to prior review and approval of the City Engineer.

15. City Access/Repair. The City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Platted Area for purposes of inspection of the Private Infrastructure Improvements. 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 improvements and to assess against the Subdivider and the property in the Platted Area the cost, including engineering costs and legal costs, together with interest at the rate of five percent (5%) 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 attorney fees incurred by City in such foreclosure
16. City 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 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.
17. Maintenance. Subdivider will operate, maintain, replace and repair the Subdivider Improvements in good and working condition and repair in accordance with the prevailing standards applicable to first-class developments of similar size, kind and quality, and in accordance with requirements of all applicable laws, rules and regulations. For these purposes, "first-class" means that the Subdivider will use the highest quality, design and construction techniques and materials that will produce a development of the highest quality according to applicable industry standards. Comparable projects in the area include Aksarben Village and Midtown Crossing. Finally, the Minimum Uses within the Mixed Use Redevelopment Project Area as described in this Agreement shall continue to apply and must be satisfied for the period of at least twenty five (25) years after the Grand Opening of Phase I Subdivider Improvements, unless otherwise agreed by City
18. Taxes. In the case of any real estate owned by Subdivider in the 84th Street Redevelopment Area, the Subdivider (i) consents with respect to designation of any or all of the 84th Street Redevelopment Area as enhanced employment areas and levies of general business occupation taxes therein as determined by the City from time to time ("GBOT"); provided, however, the GBOT rate generally will be in accordance with the norm within the metropolitan Omaha area with respect to a GBOT that is the same as a GBOT levied in other communities in the metro area; (ii) except as otherwise expressly provided in the Redevelopment Agreement with respect to tax increment financing, agrees that it shall not directly or indirectly challenge or contest, or encourage any other

person or entity to challenge or contest, any property tax valuation in the Mixed Use Redevelopment Project Area or City revenues, including GBOT, property taxes or local option sales taxes; (iii) represented and confirms that new investment within the Mixed Use Redevelopment Project Area is projected to result in at least the required number of new employees and new investment applicable under the circumstances at the time under Neb. Rev. Stat. Section 18-2116(2); and any business in the Mixed Use Redevelopment Project Area that has 135,000 square feet or more and annual gross sales of \$10 million or more will provide an employer provided health benefit satisfying requirements of Neb. Rev. Stat. Section 18-2116(2); and (iv) agrees to record this Agreement with respect to real estate owned by the Subdivider, the provisions of which shall be binding upon all successors and assigns of such real estate or Subdivider

19. Filing of Record. The Subdivider, at its expense when recording the final plat, shall record this Agreement and the CCRs in the land records of the Office of the Register of Deeds of Sarpy and shall cause recorded copies thereof to be transmitted to the City Administrator.

20. Covenants Running With the Land. The final plat, this Agreement and all documents, obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded by Subdivider with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider, and all of Subdivider’s 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, any other covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider or Association; or the other covenants conflict with this Agreement, in which case this Agreement would govern. City shall have the right, but not the obligation, to enforce any and all covenants. After City releases the final plat 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.

21. Exhibit Summary. The Exhibits attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit “A”:	Property
Exhibit “B”:	Plat
Exhibit “C”:	Phase I Subdivider Improvements
Exhibit “D”:	Use Restrictions
Exhibit “E”:	Property for City Improvements
Exhibit “F-1 – “F-3”:	Public Improvements
Exhibit “G”:	City Property to be Exchanged
Exhibit “H”:	Phase II Area
Exhibit “I”:	Phase II Infrastructure
Exhibit “J”:	Depiction of Offstreet Parking Areas
Exhibit “K”:	Subdivider Public Infrastructure Estimate
Exhibit “L”:	Other Public Improvements

22. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Platted 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.
23. Incorporation of Recitals. Recitals at the beginning of this Agreement, and all exhibits, documents or instruments referenced in this Agreement, are incorporated into this Agreement by reference.
24. 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.
25. Assignment. This Agreement may not be assigned by either party without the express written consent of the other parties, except as otherwise provided in the Redevelopment Agreement.
26. 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.
27. Severability. If any part of this Agreement is held by a court of competent jurisdiction, or by other governmental authority with jurisdiction thereof, to be illegal, invalid 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.
28. Construction. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement. This Agreement shall be subject to and construed in accordance with the Amended Redevelopment Plan.
29. Applicable Law. Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
30. Merger. This Agreement shall not be merged into any other oral or written contract, lease or deed of any type.
31. Remedies.

- a. The parties understand and agree that with respect to the various obligations of the parties hereunder, time is of the essence, and in the event that any party hereto shall fail to carry out any of its obligations under this Agreement, the remaining parties hereto would have no adequate remedy at law. Therefore, the parties hereto shall be entitled to enforce the obligations of a defaulting party under this Agreement pursuant to all available equitable remedies, including, but not limited to, specific performance, injunction, and mandamus.
 - b. Except as otherwise expressly provided in this Agreement, an event of default occurs upon breach of any material covenant, obligation or requirement of a party under this Agreement or the Redevelopment Agreement and the continuation of such breach for thirty (30) days after receipt of written notice from the non-breaching party specifying the nature and extent of such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, the failure of the breaching party to commence to cure such breach within such thirty (30) day period and to diligently continue to pursue same to completion. Should an event of default by a party occur hereunder, the other party that is not then in default may, by written notice to the defaulting party, terminate this Agreement. Before they non-defaulting party may terminate this Agreement, written notice and opportunity to cure as provided at the beginning of this paragraph shall be required.
 - c. All remedies provided by this Agreement shall be cumulative and include all other remedies available at law or in equity.
32. Survival. All of the obligations, warranties, and indemnities of the parties and terms and conditions of this Agreement shall survive all conveyances of real estate required pursuant to this Agreement.
33. No Reliance on Others. Except for any specific representations and 'warranties set forth in this Agreement, each party hereto agrees that it is relying on its own opinions, estimates, studies, and information with regard to such party's respective obligations under this Agreement and no party hereto or its agents or contractors shall be responsible or liable for estimates or opinions of costs given to other parties in connection herewith.
34. Delays. No party hereto shall be liable to any other party hereto for direct or consequential damages suffered or incurred as the result of delays in completion of Mixed Use Redevelopment Project or Public Improvement Redevelopment Project proximately caused by External Causes (as defined below). In addition, to the extent the City or the Subdivider is prevented or delayed in timely performing its obligations hereunder due to External Causes, its performance shall be excused for so long as any such External Causes stand as an impediment to such performance and the amount of time for such party to fulfill its obligations under this Agreement shall be extended for a like period of time. However, the party whose performance hereunder is thus impeded shall use reasonable efforts to eliminate or overcome such delays. If the City or the Subdivider is delayed in the performance of its obligations hereunder due to External Causes, then the other party shall be entitled to an extension for a like period of time for

performance of its obligations reasonably related to the obligations the performance of which is delayed by External Causes. As used herein, the term “External Causes” shall include strikes, riots, acts of God, shortages of labor or materials, war, and material changes in governmental laws, regulations or restrictions.

35. Cooperation and Coordination. The City and the Subdivider shall cooperate with each other and seek to coordinate their respective grading, demolition, site preparation, street relocation and improvement, utility relocation, removal, and construction activities hereunder so as to minimize to the extent reasonably practical their respective costs of such work and as reasonable to accommodate the construction by the Subdivider or City and any successor or assign of the Subdivider or City; provided that the foregoing shall not be construed to permit or require that the any party consent to any delays or extensions of the times set forth herein for the other party to commence or complete its obligations under this Agreement.
36. Approvals. Except as otherwise provided in this Agreement, any approvals required in this Agreement shall mean the prior written approval of the party. The City Administrator, City Engineer, or her or his designee shall be authorized to provide any approval on behalf of the City, unless the City Administrator determines that approval of the governing body shall be obtained.
37. No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between or among any of the parties to this Agreement or as constituting any party hereto as the agent or representative of any other party for any purpose or in any manner under this Agreement, it being understood that each party is an independent contractor hereunder.
38. City Actions Subject to Applicable Procedures. All actions or approvals of the City under this Agreement shall be subject to the procedures and other requirements of applicable laws, rules, regulations, policies and procedures.
39. Covenants Running with Land. This Agreement and the agreements and understandings herein constitute covenants running with the land and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other person or entity gaining or claiming any interest or lien within the Mixed Use Redevelopment Project Area or Public Improvement Project Area.
40. This Agreement has been entered into by the City to provide financing for an approved redevelopment project.

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

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

By: _____
Christopher L. Erickson, Manager

ATTEST:

CITY OF LA VISTA

City Clerk

By: _____
Mayor

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

DWC: F:\2016\0501-1000\016-0546\40-Design\AutoCAD\Exhibits\Subdivision Agreement\16-04-27_LDVP_Legal_Description_ Exhibit A.dwg
DATE: Jul 29, 2016 9:45am XREFS: C_PBN07_60546 USER: cskeen

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A REPLATTING OF LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B AND 8C, BRENTWOOD CROSSING REPLAT 1, AND ALSO LOTS 8A1, 8A2, 8A3, AND 8A4, BRENTWOOD CROSSING REPLAT 2, SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, IN THE SOUTHWEST QUARTER, AND ALSO A PART OF TAX LOT 12 IN THE NORTHWEST QUARTER, ALL IN SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, WILTHAM PLACE REPLAT 1, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE NORTHERLY ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET ON AN ASSUMED BEARING OF N02°24'52"W, 473.97 FEET; THENCE N02°25'39"W ON SAID EAST RIGHT-OF-WAY LINE, 1320.52 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 12; THENCE N02°22'12"E ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET, 55.20 FEET; THENCE N87°27'28"E, 217.26 FEET; THENCE S57°58'55"E, 96.96 FEET TO A POINT ON THE SOUTH LINE OF SAID TAX LOT 12; THENCE N87°27'28"E ON SAID SOUTH LINE OF TAX LOT 12, 240.00 FEET; THENCE N58°06'08"E, 112.19 FEET; THENCE N87°27'28"E, 191.50 FEET; THENCE S02°33'02"E, 55.00 FEET TO A POINT ON SAID SOUTH LINE OF TAX LOT 12; THENCE CONTINUING S02°33'02"E, 1794.49 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, BRENTWOOD CROSSING; THENCE S87°27'29"W, 835.10 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,522,444.51 SQ. FT. OR 34.951 ACRES MORE OR LESS.

PROJECT NO:	016-0546
DRAWN BY:	CAS
DATE:	07/28/16

METES AND BOUNDS LEGAL DESCRIPTION

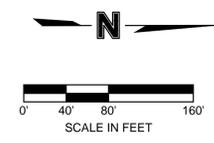
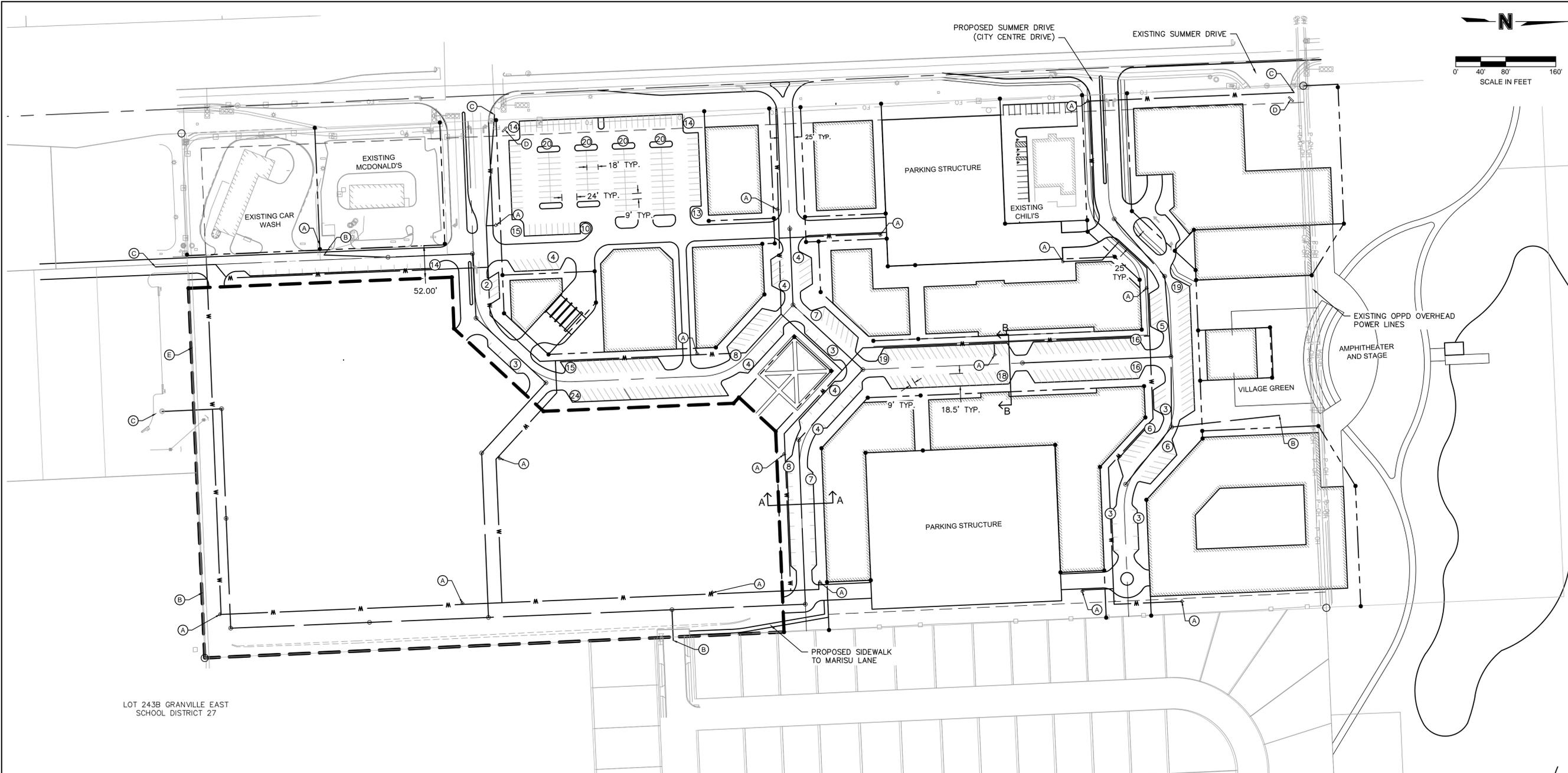


2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

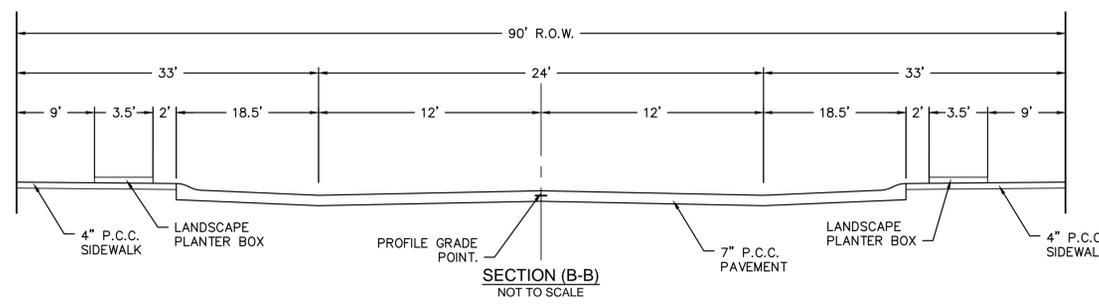
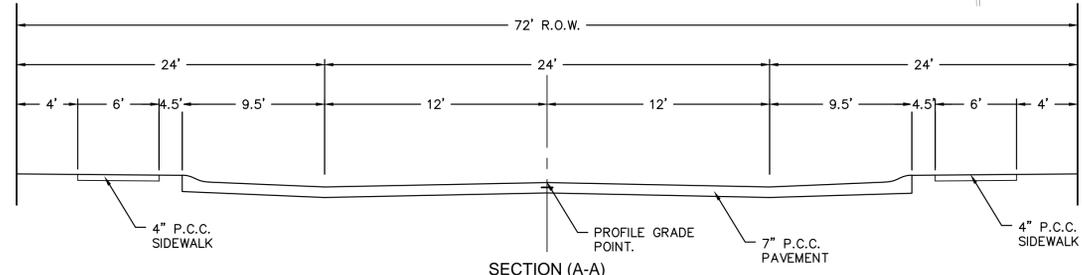
EXHIBIT
A

EXHIBIT B
PLAT

DWG: F:\2016\0501-1000\016-0546\4p-Design\AutoCAD\Exhibits\Subdivision Agreement\16-07-28_LDVP_Site Plan - Exhibit B.dwg USER: cskenn
 DATE: Jul 29, 2016 9:47am XREFS: C:\TBLK_60546 C:\PBASE_60546 C:\PBNBY_60546 C:\PUTIL_60546 C:\PLI_60546 C:\PFI_60546



LOT 243B GRANVILLE EAST
SCHOOL DISTRICT 27



KEY MAP	
(A)	FIRE HYDRANT
(B)	EXISTING SANITARY SEWER MANHOLE
(C)	CONNECT TO EXISTING WATER
(D)	MONUMENT SIGN
(E)	EXISTING SIDEWALK

LEGEND	
---	BOUNDARY LINE
- - -	SECTION LINE
---	EXISTING PROPERTY LINE
SS	EXISTING SANITARY SEWER
P-OH	EXISTING OVERHEAD POWER
G	EXISTING GAS LINE
SD	EXISTING STORM SEWER
W	EXISTING WATER LINE
---	PROPOSED SANITARY SEWER
---	PROPOSED WATER LINE

- NOTES:**
1. WATER PROVIDED BY M.U.D. GAS TO BE PROVIDED BY BLACK HILLS ENERGY.
 2. POWER TO BE PROVIDED BY O.P.P.D.
 3. TELEPHONE AND CABLE TO BE PROVIDED BY LOCAL SERVICE.
 4. THE CALCULATION OF THE AREA REQUIRING CONTROL OF THE FIRST ONE HALF INCH OF RUNOFF SHALL BE BASED ONLY ON THE IMPERVIOUS AREA OF THE PROJECT BEING ADDED OR REPLACED.
 5. THE FINAL POST CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED FOR APPROVAL AT THE TIME OF BUILDING PERMIT.
 6. ALL DIMENSIONS ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.

OLSSON ASSOCIATES

2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL: 402.341.1116
 FAX: 402.341.5895
 www.olssonassociates.com

REV. NO.	DATE	REVISIONS DESCRIPTION

EXHIBIT B

LA VISTA CITY CENTRE
84TH STREET AND BRENTWOOD DRIVE

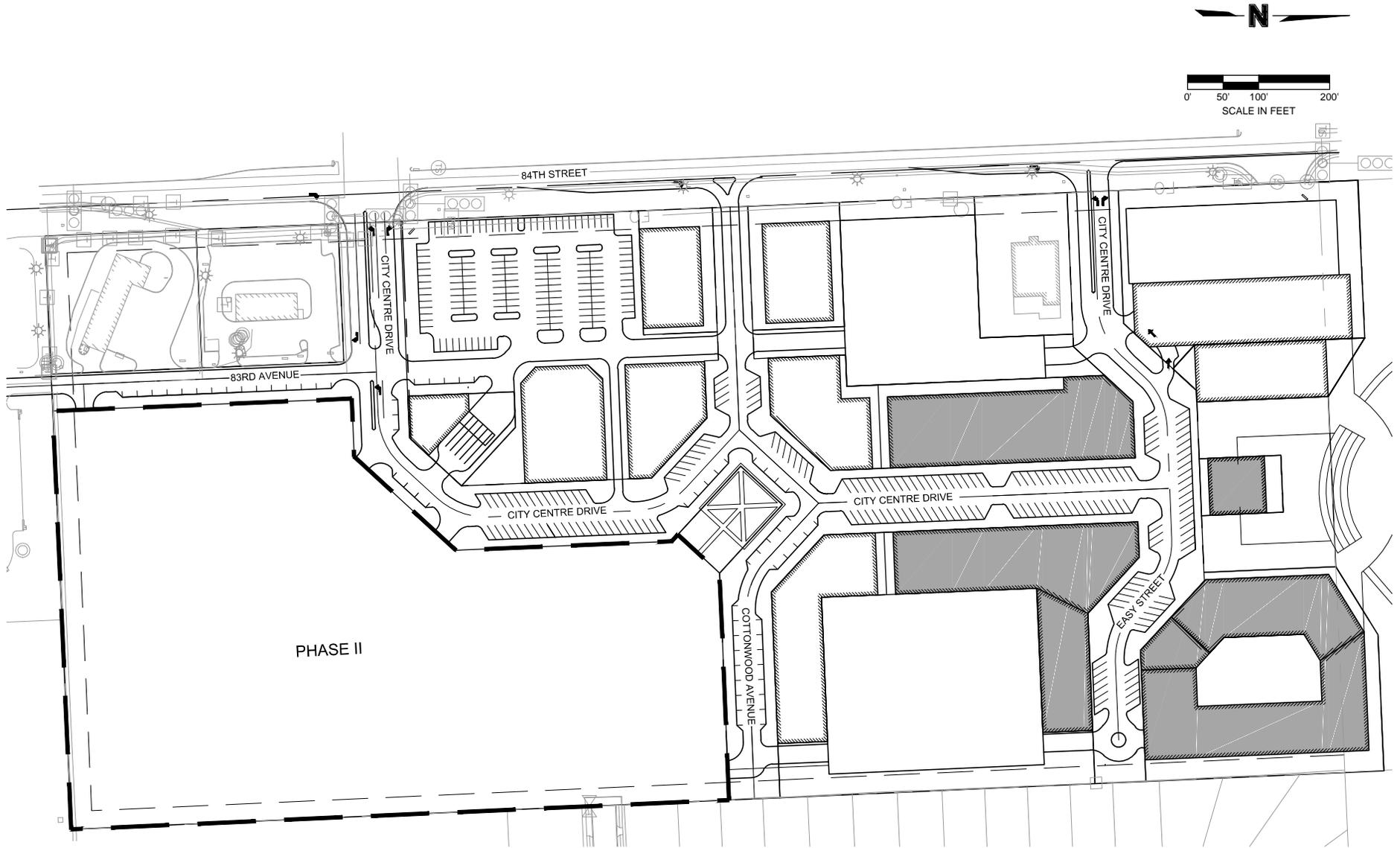
2016

LA VISTA, NE

SHEET
C3.1

EXHIBIT C
PHASE I SUBDIVIDER IMPROVEMENTS

DWG: F:\2016\0501-1000\016-0546\40-Design\AutoCAD\Exhibits\Subdivision Agreement\16-07-28_LDVP_Phase I Subdivider Improvements - Exhibit C.dwg USER: cskeen
DATE: Jul 29, 2016 9:47am XREFS: C_PBDY_60546 C_XBASE_60546 C_PPT_60546



PROJECT NO: 016-0546
DRAWN BY: CAS
DATE: 07/28/16

PHASE I SUBDIVIDER IMPROVEMENTS

OLSSON
ASSOCIATES

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT

C

EXHIBIT D
USE RESTRICTIONS

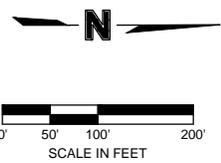
None of the following uses or operations shall be conducted or permitted on or with respect to all or any part of the Mixed Use Redevelopment Project Area unless otherwise approved by Developer (or the Association to the extent that the management of Private Infrastructure Improvements in the Mixed Use Redevelopment Project Area has been turned over to an Association) and the City:

- (a) Any public or private nuisance;
- (b) Any use which emits or results in strong, unusual or offensive odors (but not such odors as shall normally emit from restaurants) fumes, dust or vapors, is a public or private nuisance, emits noise, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse, other than in enclosed receptacles intended for such purpose;
- (c) Any use which emits excessive quantity of dust, dirt, or fly ash; provided however, this prohibition shall not preclude the indoor sale of soils, fertilizers, or other garden materials or building materials in containers if incident to the operation of a home improvement or other similar store.
- (d) Any outdoor storage of materials or equipment.
- (e) Any use which could result in, or cause fire, explosion or other damaging or dangerous hazard;
- (f) Any operation primarily used as assembly, manufacture, refining, smelting, agriculture or mining operations;
- (g) Any mobile home or trailer court, auction house, labor camp, junkyard, stock yard or animal raising (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance). Notwithstanding the foregoing, pet shops shall be permitted;
- (h) Any drilling for and/or removal of subsurface substances;
- (i) Any flea market and/or swap meet;
- (j) Any adult book shop, movie house or other establishment selling or exhibiting pornographic materials or other pornographic use; provided, however, that such restrictions shall not preclude the (i) showing of films in any first rate motion picture theater, and (ii) sale or rental of adult books, magazines or videos as an incidental part of the business of a general purpose bookstore or video store such as Blockbuster, which is normally found in a first class development;
- (k) Any abortion clinic or drug rehabilitation clinic; and

(l) Any central laundry, dry cleaning plant, or Laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pick up and delivery by the ultimate consumer.

EXHIBIT E
PROPERTY FOR CITY IMPROVEMENTS

DWG: F:\2016\0501-1000\016-0546\40-Design\AutoCAD\Exhibits\Subdivision Agreement\16-07-28_LDVP_Property for City Improvements - Exhibit E.dwg
DATE: Jul 29, 2016 9:55am XREFS: C_PLT_60546 C_PBNBY_60546 USER: cskee



PROJECT NO: 016-0546
DRAWN BY: CAS
DATE: 07/28/16

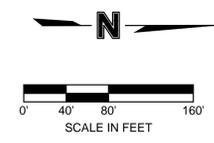
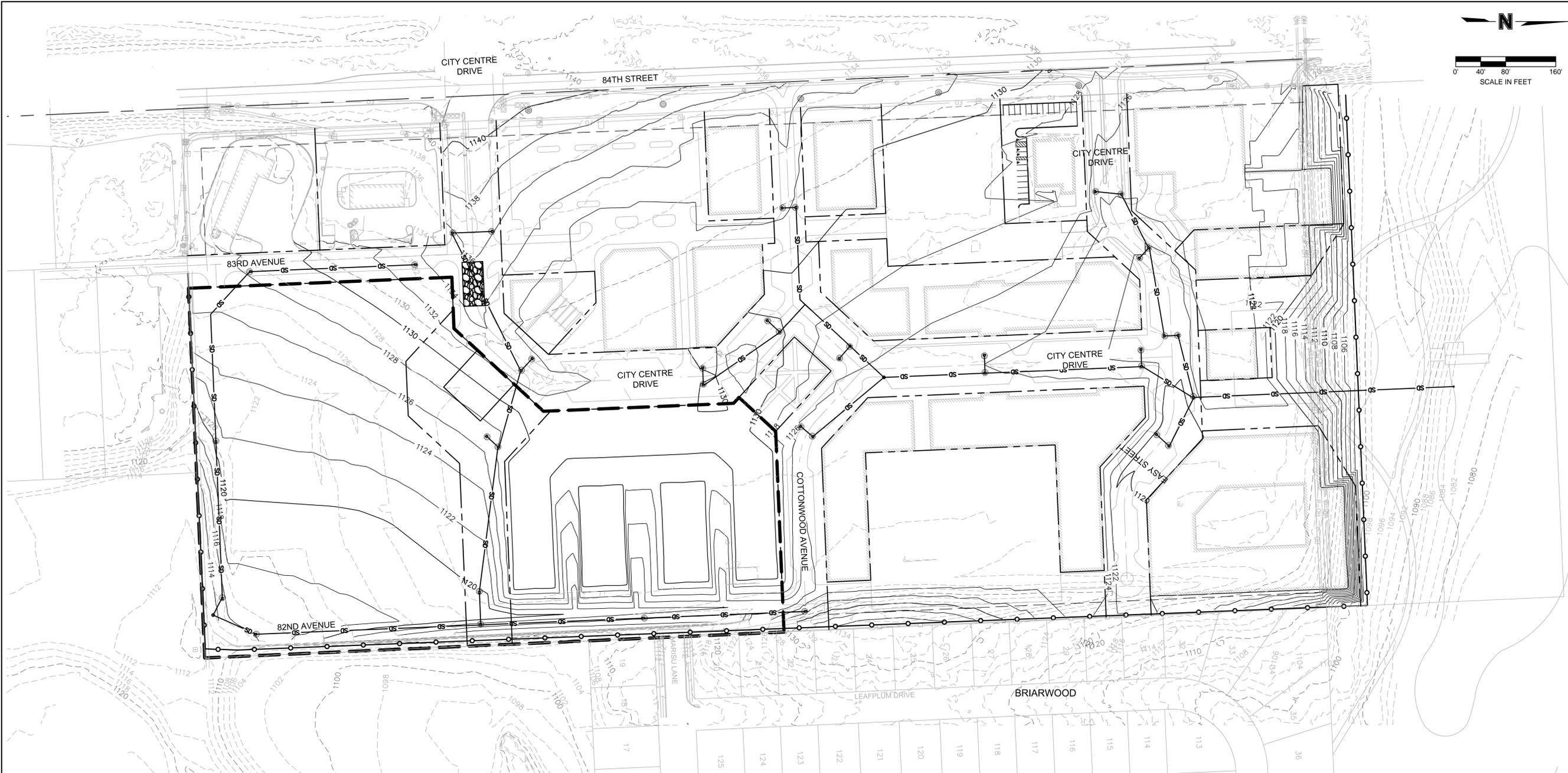
PROPERTY FOR CITY IMPROVEMENTS EXHIBIT

MOLSSON ASSOCIATES
2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
E

EXHIBIT F
PUBLIC IMPROVEMENTS

DWG: F:\2016\0501-1000\016-0546\40-Design\Autocad\Exhibits\Subdivision Agreement\CAD_GRD_60546 - Exhibit F-2.dwg USER: cskenn
 DATE: Jul 29, 2016 9:51am XREFS: C:\PBDY_60546 C:\PBASE_60546 C:\PCONT_60546 C:\PNDY_60546 C:\PBASE_60546 C:\PUTIL_60546



LEGEND

	BOUNDARY LINE
	SECTION LINE
	EXISTING PROPERTY LINE
	SILT FENCE
	CONSTRUCTION ENTRANCE
	INLET PROTECTION
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED STORM SEWER CONTOUR
	PROPOSED STORM SEWER INLET/MANHOLE

- NOTES:**
1. CONTOURS SHOWN ARE AT 5' INTERVALS.
 2. IT IS THE DEVELOPER'S INTENT TO DO ALL GRADING AND EROSION CONTROL UNDER ONE PERMIT.

OLSSON ASSOCIATES
 2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895
 www.olssonassociates.com

EXHIBIT F-2
PUBLIC IMPROVEMENTS
LA VISTA CITY CENTRE
84TH STREET AND BRENTWOOD DRIVE
LA VISTA, NE

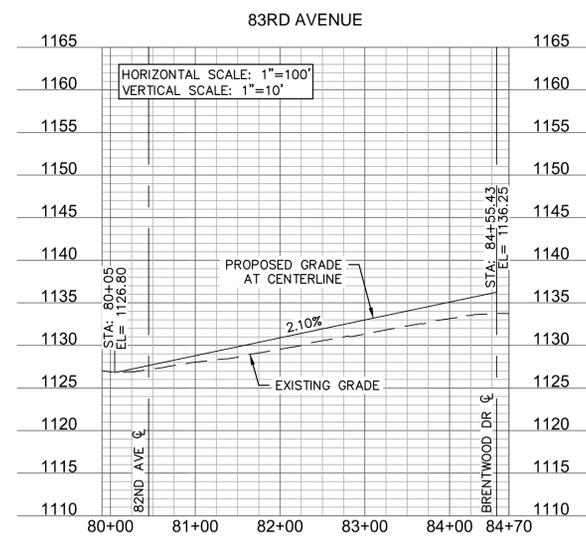
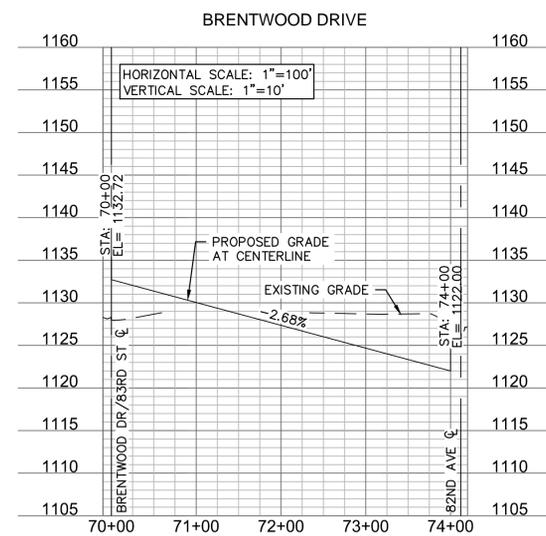
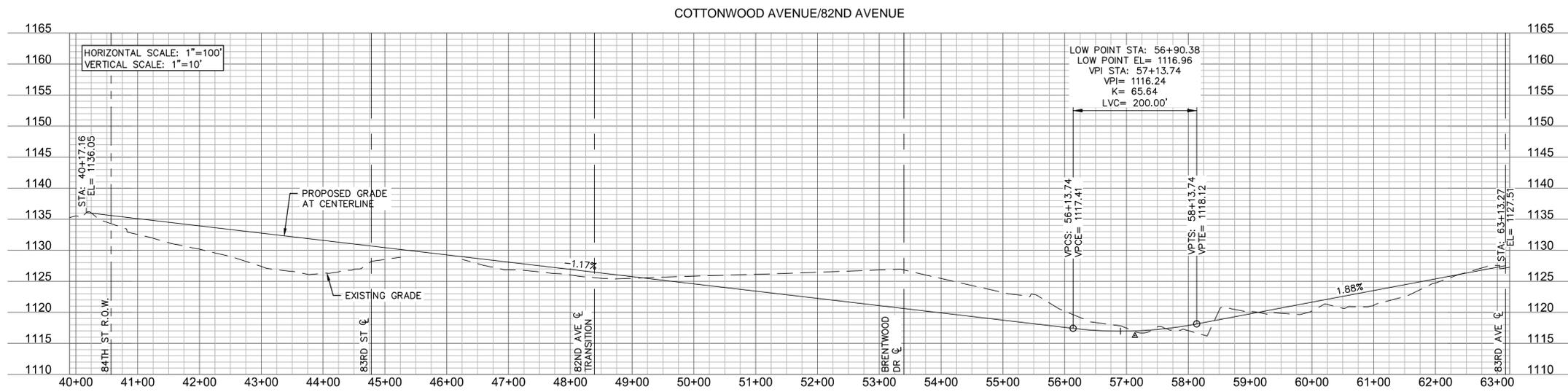
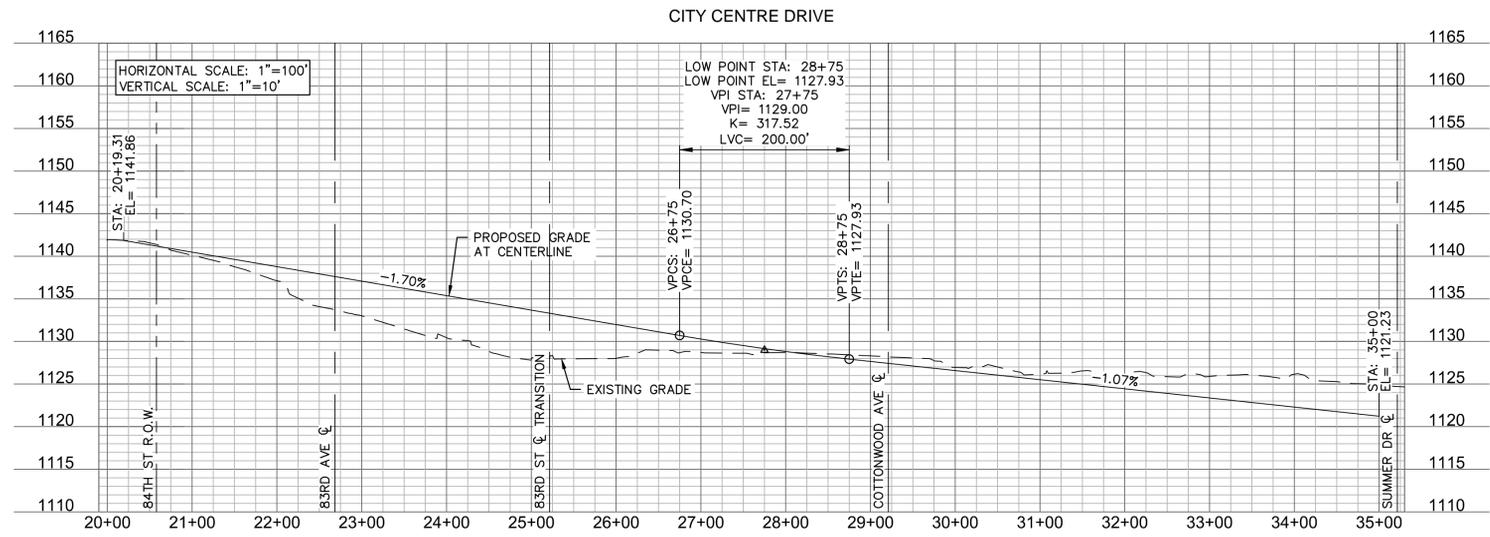
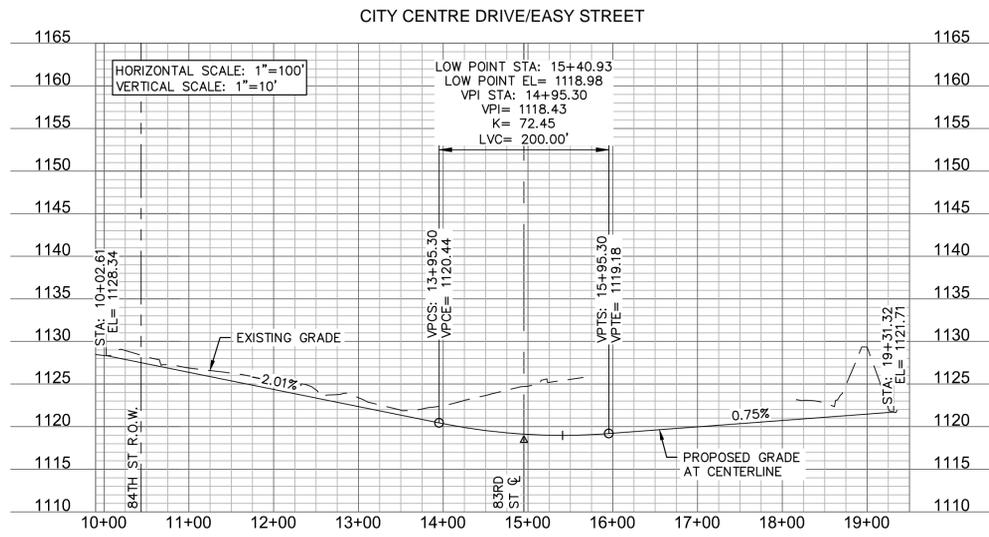
2016

REV. NO.	DATE	REVISIONS DESCRIPTION

SHEET C3.2

drawn by: CAS
 checked by: ERG
 approved by: ERG
 QA/QC by: ERG
 project no.: 016-0546
 drawing no.:
 date: 07.28.2016

DWG: F:\2016\0501-1000\016-0546\40-Design\AutoCAD\Exhibits\Subdivision Agreement\C_RPP_60546 - Exhibit F-3.dwg
 DATE: Jul 29, 2016 9:51am XREFS: C:\TBLK_60546 C:\PALSN_60546 USER: cskiem



REV. NO. REVISIONS DESCRIPTION

REV. NO.	DATE	REVISIONS DESCRIPTION

2016 REVISIONS

EXHIBIT F-3
 PUBLIC IMPROVEMENTS

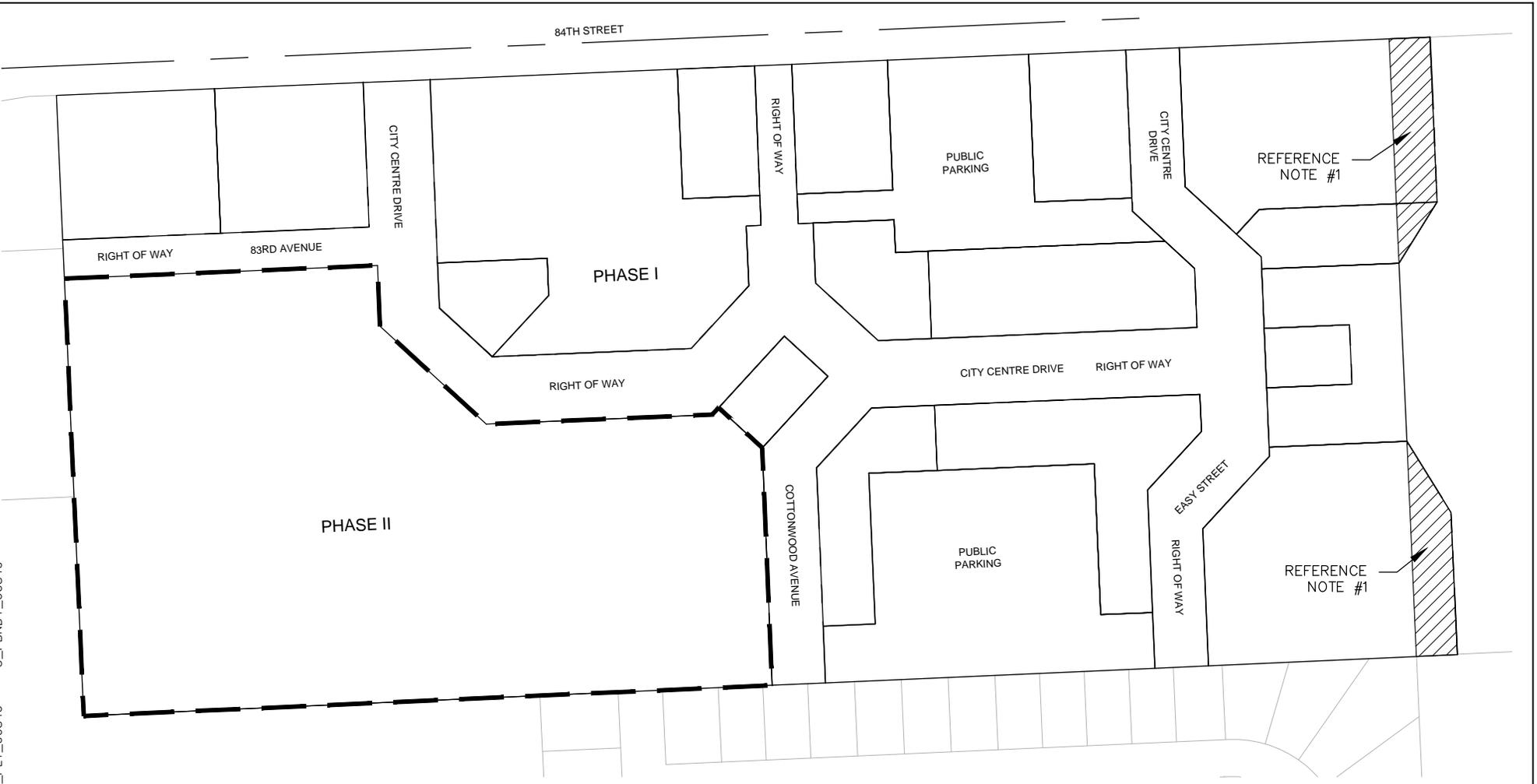
LA VISTA CITY CENTRE
 84TH STREET AND BRENTWOOD DRIVE

LA VISTA, NE

drawn by: CAS
 checked by: ERG
 approved by: ERG
 QA/QC by: ERG
 project no.: 016-0546
 drawing no.:
 date: 07.28.2016

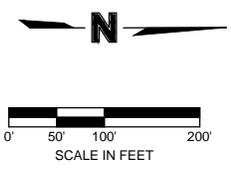
EXHIBIT G
CITY PROPERTY TO BE EXCHANGED

USER: cskee
DWC: F:\2016\0501-1000\016-0546\40-Design\AutoCAD\Exhibits\Subdivision Agreement\16-07-29_LDVP_City Property to be Exchanged - Exhibit G.dwg
DATE: Jul 29, 2016 9:51am XREFS: C:\PLT_60546 C:\PBNDY_60546



NOTES

- 1. AREA TO BE CONVEYED BY CITY TO DEVELOPER.



PROJECT NO:	016-0546
DRAWN BY:	CAS
DATE:	07/28/16

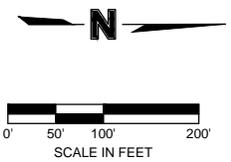
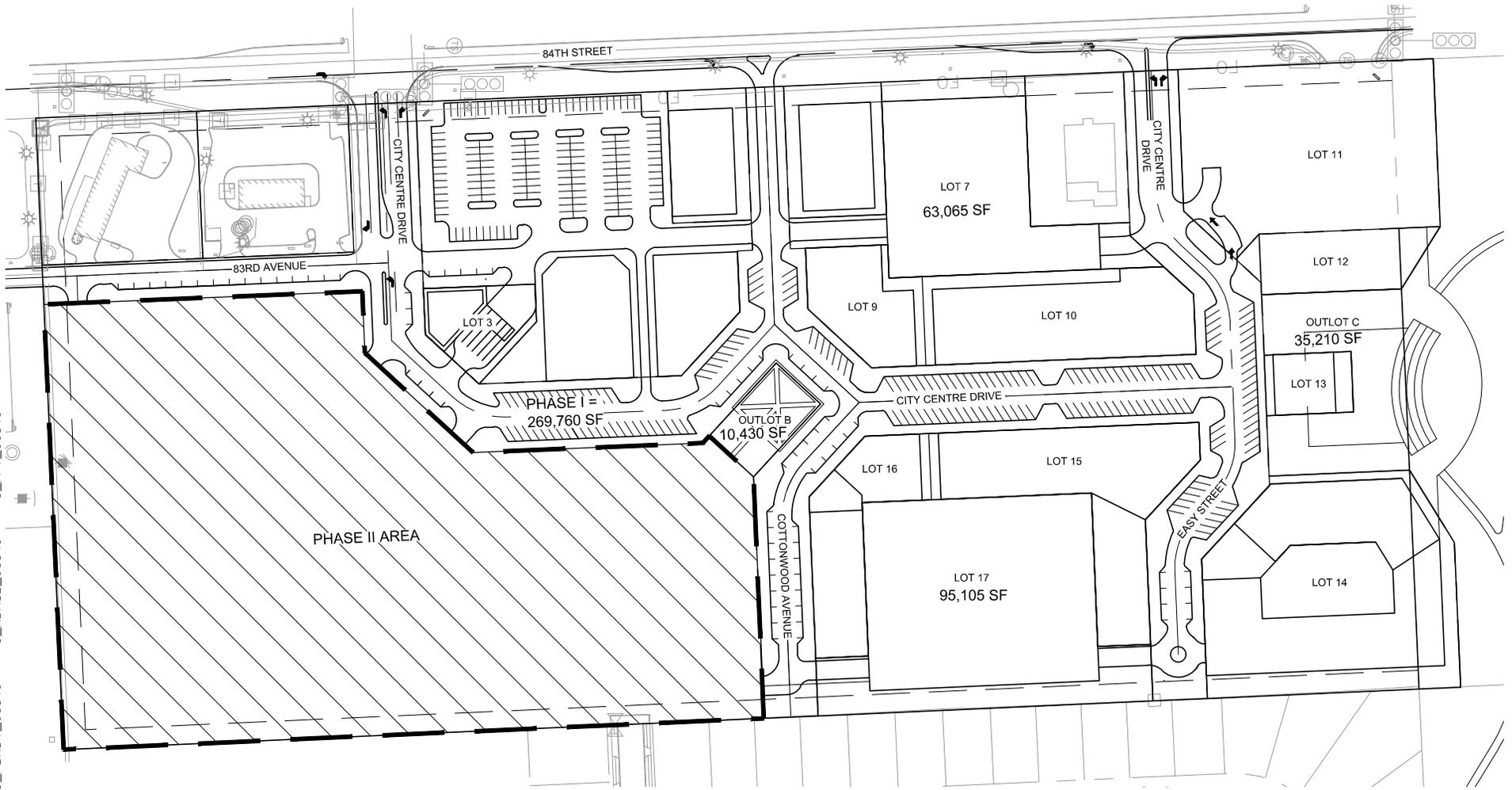
CITY PROPERTY TO BE EXCHANGED

OLSSON ASSOCIATES 2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
G

EXHIBIT H
PHASE II AREA

DWC: F:\2016\0501-1000\016-0546\40-Design\AutocAD\Exhibits\Subdivision Agreement\16-07-29_LDVP_Phase II Area Exhibit H.dwg
DATE: Jul 29, 2016 9:52am
XREFS: C_PBN07_60546
C_FPI_60546
USER: cskoen



PROJECT NO: 016-0546
DRAWN BY: CAS
DATE: 07/28/16

PHASE II AREA EXHIBIT

OLSSON
ASSOCIATES
2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
H

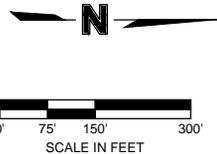
EXHIBIT I
PHASE II INFRASTRUCTURE

- Sanitary and storm sewer improvements, along with water, power, gas, data and communication facilities within the Public Improvement Redevelopment Project Area
- Street and intersection improvements to 84th Street and 83rd Avenue
- New street construction including sidewalks, lighting and signage within the Mixed Use Redevelopment Area
- Construction of public parking lots and parking structures

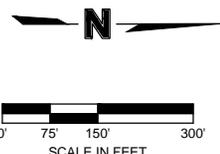
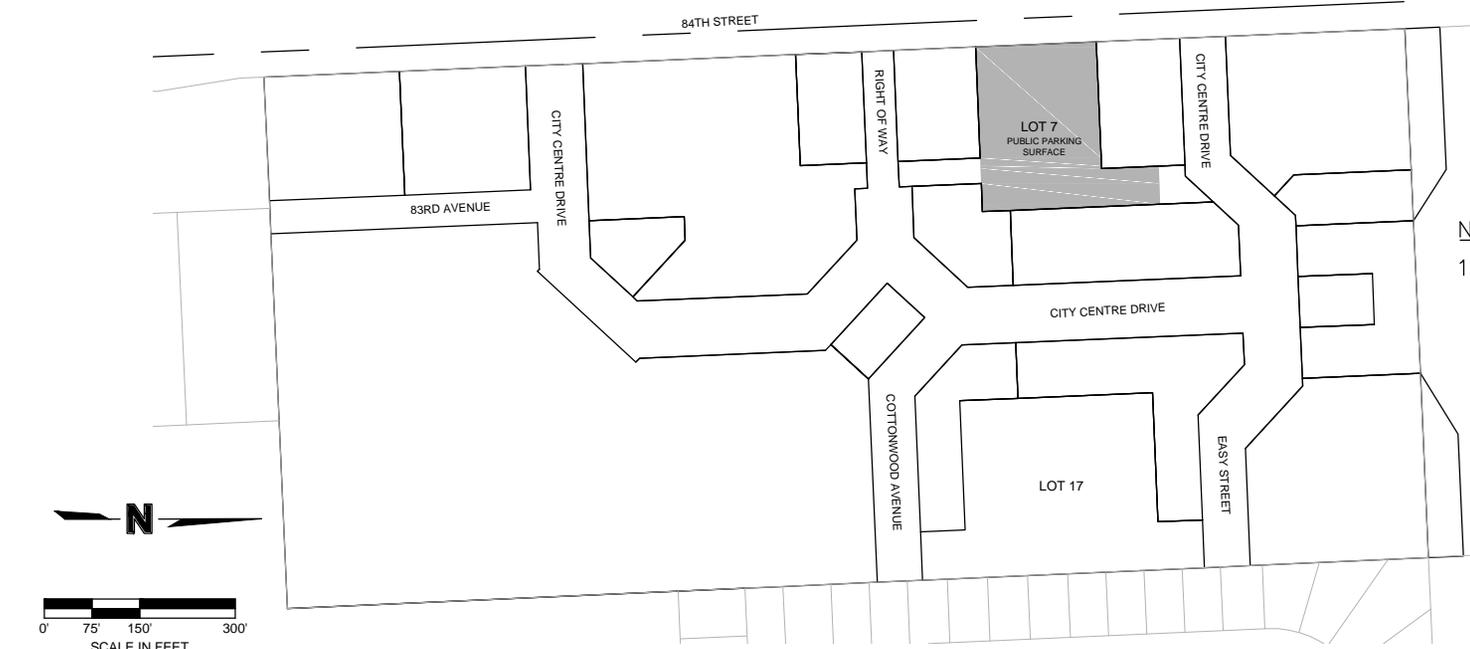
EXHIBIT J
DEPICTION OF PUBLIC OFFSTREET PARKING AREAS

USER: cskeen
 DWG: F:\2016\0501-1000\016-0546\40-Design\AutoCAD\Exhibits\Subdivision Agreement\16-07-29_LDVP_Depiction of off Street Parking Exhibit J.dwg
 DATE: Jul 29, 2016 9:52am XREFS: C_PBN01_60546

PHASE 1



PHASE 2



NOTES

1. IN ALL INSTANCES THE CITY SHALL ALLOW ACCESS TO PRIVATE PARKING STRUCTURES VIA LOTS 7 AND 17.

PROJECT NO:	016-0546
DRAWN BY:	CAS
DATE:	07/28/16

DEPICTION OF PUBLIC OFF STREET PARKING AREAS

OLSSON ASSOCIATES
 2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT
J

EXHIBIT K

ESTIMATE OF SUBDIVIDER PUBLIC INFRASTRUCTURE

- Public Improvements:
Sidewalks, Sidewalk Landscaping, Street Furniture \$560,000
- Site Work: Site Utilities \$125,000
- Design of Public Infrastructure \$68,500

EXHIBIT L
OTHER PUBLIC IMPROVEMENTS

- Potential street improvements to improve access to pool site from 84th Street
- Construction of an underpass under 84th Street
- Demolition of the La Vista Public Pool
- Construction of a parking lot on the site of the existing La Vista Public Pool
- Burial of an OPPD transmission line near the south boundary of the La Vista Falls Golf Course
- Transformation of La Vista Falls Golf Course including, but not limited to:
 - Lake improvements
 - Bridges and trails
 - Amphitheater with stages, canopies and utility systems
 - Restrooms and shelters
 - Miscellaneous park amenities
- Stream improvements to Thompson Creek in Central Park and storm water management facilities
- 84th Street landscaping improvements

F3

RESOLUTION NO.

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

WHEREAS, the City desires to purchase property described or depicted in attached Exhibit 1 ("Property") for public improvements and purposes. The estimated purchase price is approximately \$10.14, plus pro rated costs at closing as approved by the City Administrator ("Price"), for tracts totaling an estimated 473,187 square feet. Terms and conditions of the purchase, including price, amounts, locations, and boundaries of the Property, are subject to adjustment, finalization, and approval by the City Administrator or City Engineer.

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

- (i) Nebraska Statutes, among other provisions, require that the City Council, before purchasing an interest in real property, authorize the acquisition by action at a public meeting after notice and public hearing; and
- (ii) The City published notice of public hearing on the proposed purchase of the Property, to be held during the regular City Council meeting on August 2, 2016, which notice is hereby approved. The public hearing was held and completed at the August 2, 2016 Council meeting before consideration of this Resolution; and
- (iii) All applicable statutory requirements related to the proposed purchase have been satisfied; and
- (iv) A purchase agreement for the Property has been presented in form and content attached hereto as Exhibit A and incorporated herein by this reference ("Purchase Agreement").

BE IT FURTHER RESOLVED, that, in consideration of the foregoing, the Mayor and City Council hereby adopt and approve purchase of the Property and the Purchase Agreement; provided, however, terms and conditions of the purchase and Purchase Agreement, including price, amounts, locations, and boundaries of the Property are subject to adjustment, finalization, and approval by the City Administrator or City Engineer, and the purchase and Purchase Agreement approved in this Resolution shall be subject to any additions, subtractions, or modifications in or to the Purchase Agreement or otherwise with respect to the purchase of the Property as the City Administrator or City Engineer from time to time determines necessary or appropriate.

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

PASSED AND APPROVED THIS _____ TH DAY OF _____ 2016

CITY OF LA VISTA

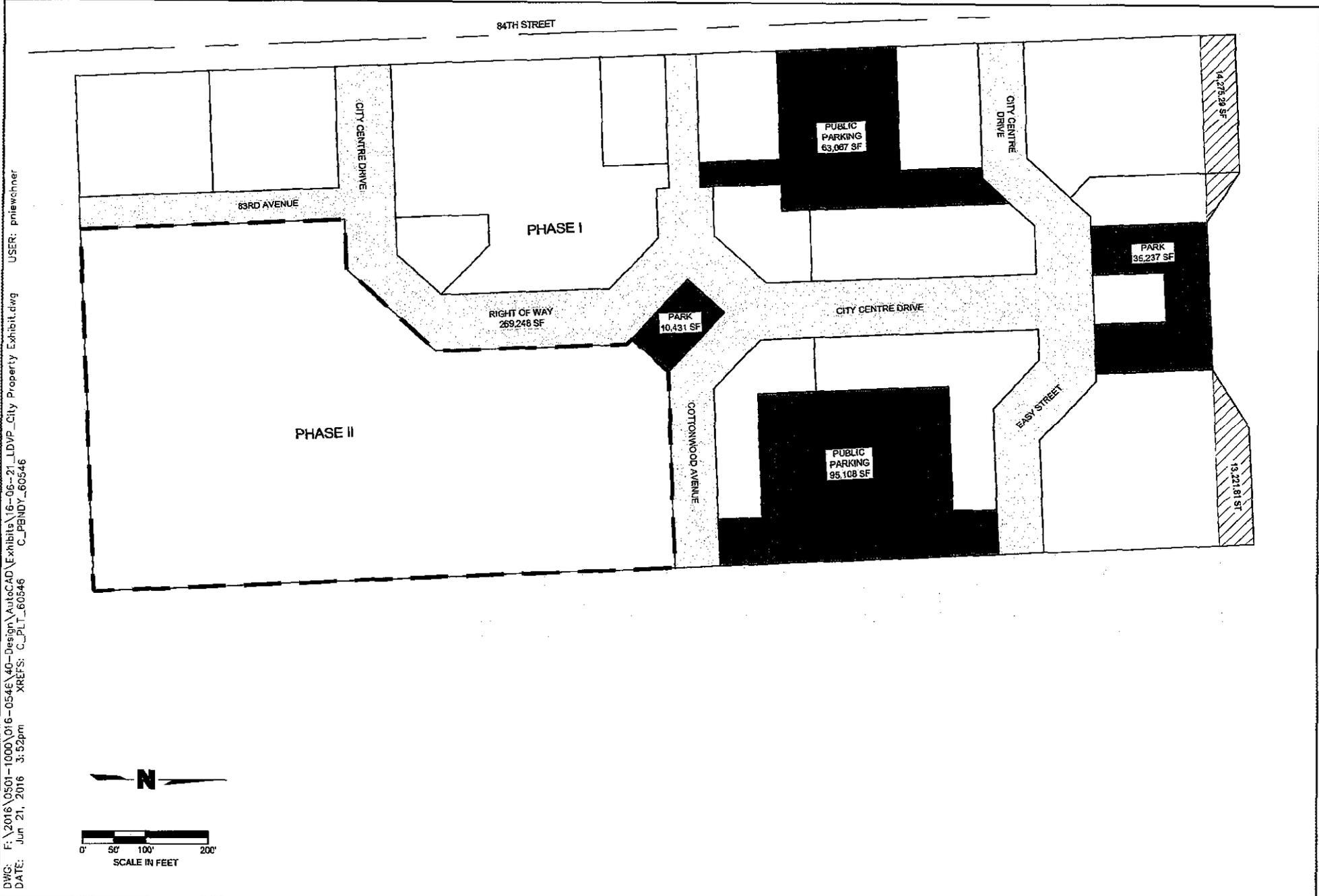
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

I:\Administration\BRENDA\My Documents\COUNCIL\16 Resolutions\84th Street Redevelopment - Acquisition Of City Property For City Improvements.Docx

DWG: F:\2016\0501-1000\016-0546\40-Design\AutoCAD\Exhibits\16-06-21_LDVP_City Property Exhibit.dwg
DATE: Jun 21, 2016 3:52pm
USER: pniewchner
C_PBT_60546
XREFS: C_PLT_60546



PROJECT NO:	016-0546
DRAWN BY:	PAN
DATE:	6/21/16

CITY PROPERTY EXHIBIT

MOLSSON
ASSOCIATES
2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
1

**CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
84 TH ST. REDEVELOPMENT AREA APPROVE REDEVELOPMENT CONTRACT - MIXED USE REDEVELOPMENT PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH, COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to accept a redevelopment contract with La Vista City Centre, LLC, titled "Redevelopment Agreement - Mixed Use Redevelopment Project".

FISCAL IMPACT

The FY2016/17 budget provides funds associated with the mixed use redevelopment project.

RECOMMENDATION

Approval, subject to adoption of the Redevelopment Plan Amendment No. 1 which provides for the Mixed Use Redevelopment Project. The Amendment is scheduled for consideration earlier in the Council meeting agenda.

BACKGROUND

The City Council adopted Resolution No. 12-011 declaring the 84th Street Redevelopment Area a substandard and blighted area in need of redevelopment. The City Council also created the La Vista Community Development Agency governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings; and approved a Redevelopment Plan for the 84th Street Redevelopment Area ("Redevelopment Plan"). Amendment No. 1 to be considered as an earlier agenda item includes a Mixed Use Redevelopment Project. The proposed Redevelopment Agreement would be in furtherance of the Mixed Use Redevelopment Project. The Mayor would be authorized to execute the Redevelopment Agreement and thereby accept it in accordance with the terms of the resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE MAYOR ON BEHALF OF THE AGENCY TO ACCEPT REDEVELOPMENT CONTRACT FOR THE 84TH STREET REDEVELOPMENT AREA

WHEREAS, the La Vista Community Development Agency ("Agency") consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and

WHEREAS, The City Council approved a Redevelopment Plan for the 84th Street Redevelopment Area ("Redevelopment Plan"), and subsequently approved Amendment No. 1 to the Redevelopment Plan for, among other things, two redevelopment projects; specifically a mixed use redevelopment project and a public improvement redevelopment project including areas in the vicinity of 84th Street and Brentwood Boulevard, Brentwood Crossing, La Vista Falls golf course, the City swimming pool and adjacent areas ("Amendment No. 1").

WHEREAS, The Agency desires to approve a redevelopment contract proposal as presented to the City or Agency in various documents, including without limitation the Tax Increment Financing Application for La Vista City Centre submitted by La Vista City Centre, LLC ("City Centre Redeveloper") and the Redevelopment Agreement as presented at this meeting ("Redevelopment Contract Proposal" or "Proposal").

NOW THEREFORE, BE IT RESOLVED that the City Council acting as the La Vista Community Development Agency hereby finds and approves as follows:

1. Recitals above are incorporated into this resolution by this reference.
2. With respect to redevelopers and redevelopment proposals other than City Centre Redeveloper and its Redevelopment Contract Proposal: All redevelopment proposals, if any, and the financial and legal ability of the prospective redevelopers to carry out their proposals have been considered.
3. With respect to City Centre Redeveloper and its Redevelopment Contract Proposal:
 - a. The Redevelopment Contract Proposal has been considered;
 - b. The Agency considered the legal ability of the City Centre Redeveloper to carry out its proposal, taking into consideration among other things, City Centre, LLC existing as a limited liability company in good standing under Nebraska law, and the purchase agreement City Centre Redeveloper or its principals have to acquire the Brentwood Crossing site;
 - c. The Agency deems the Redevelopment Contract Proposal to be in the public interest and in furtherance of the purposes of the Community Development Law;

- d. Such Redevelopment Contract Proposal is hereby approved; and
- e. The Mayor on behalf of the Agency shall be authorized to accept such Redevelopment Contract Proposal on behalf of the Agency; and
- f. Subsections (c) through (e) shall be subject to the City Administrator, or her designee, on behalf of the Agency:

(a) Receiving, if not already received, and considering if desired, the certification from City Centre Redeveloper prescribed by Neb. Rev. Stat. Section 18-2119(3), and

(b) Considering the financial ability of the City Centre Redeveloper to carry out the Redevelopment Contract Proposal to the satisfaction of the City Administrator or her designee (this subsection "b" "Conditions").

- 4. Acceptance of the Redevelopment Contract Proposal, subject to satisfaction of the Conditions, shall be accomplished by the Mayor executing the Redevelopment Agreement as presented at this meeting, subject any additions, subtractions or modifications to the Redevelopment Agreement as the City Administrator determines necessary or advisable ("Redevelopment Contract"); and not in any other manner. Acceptance of the Redevelopment Contract Proposal and the Redevelopment Contract shall be effective the later of August 22, 2016 or satisfaction of the Conditions, after which all steps shall be authorized as necessary to effectuate such Redevelopment Contract.
- 5. Sales, leases, or transfers of real property or any interest therein, if any, to any redeveloper for uses in accordance with the Redevelopment Plan, as amended, shall be deemed to be at fair value for uses in accordance with the Redevelopment Plan, as amended, taking into account and giving consideration to uses and purposes required by such plan; restrictions upon, and covenants conditions, and obligations assumed by the redeveloper of such property; objectives of the redevelopment plan for the prevention of the recurrence of substandard and blighted areas; and such other matters as determined appropriate; and in fixing any rentals or selling prices, it shall be deemed that consideration has been given to any appraisals of the property for such uses made by land experts employed by or for the authority.
- 6. The Mayor, City Clerk, or City Administrator, or his or her designee, in addition to and not in limitation of any other authority otherwise granted, shall be authorized to take all actions on behalf of the Agency as necessary or appropriate to carry out the Redevelopment Contract or actions approved herein.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

LA VISTA COMMUNITY DEVELOPMENT AGENCY

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, CMC
City Clerk

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REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (the “Agreement”) is entered as of the Effective Date (as hereinafter defined) into by and between La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista, a Nebraska municipal corporation in Sarpy County, Nebraska, on February 12, 2012 (“CDA”), and La Vista City Centre LLC, a Nebraska limited liability company (the “Redeveloper”). The “Effective Date” shall be the date Redeveloper acquires fee simple title to the Redevelopment Area (as hereinafter defined).

PRELIMINARY STATEMENT

The Mayor and City Council by Resolution No. 12-011 declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment. The City Council by Resolution No. 12-012 approved the Redevelopment Plan for the 84th Street Redevelopment Area, which Redevelopment Plan included an Initial Redevelopment Project to acquire and clear portions of the 84th Street Redevelopment Area to eliminate and prevent recurrence of the substandard and blighted area. Redeveloper has a purchase contract to acquire the property depicted in Exhibit “A” (“Brentwood Crossing Property”), which includes areas described in the Initial Redevelopment Plan. Redeveloper submitted an application with the CDA generally providing for the redevelopment of the Brentwood Crossing Property and other portions of the 84th Street Redevelopment Area, referred to in this Agreement as the Redevelopment Area.

On _____, 2016, the City approved Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area. The Redevelopment Plan, as amended, shall be incorporated into this Agreement by reference (“Amended Redevelopment Plan”), The Amended Redevelopment Plan in part provides for the La Vista City Centre Mixed Use Redevelopment Project (“Mixed Use Redevelopment Project”) which among other things provides for mixed use redevelopment and Tax Increment Financing (TIF) for the Mixed Use Redevelopment Project Area and generally located at the intersection of 84th Street and Brentwood Drive. This Agreement shall constitute a redevelopment contract for the redevelopment within the Mixed Use Redevelopment Project Area in conformity with the Amended Redevelopment Plan, which shall include the acquisition, financing and construction by Redeveloper of a modern mixed-use redevelopment, to consist of market-rate multi-family housing (apartments and townhomes), commercial office, restaurant, and retail space, and related Redeveloper Public Improvements, and other facilities, equipment, and improvements (collectively the “Improvements”) as preliminarily described or depicted on Exhibit “C” and including (i) approximately 384 unit market-rate multi-family housing, (ii) approximately 200,000 square feet of commercial office space, (iii) approximately 210,000 square feet of retail spaces, which may include an approximate 60,000 grocery store, and (iv) a potential hotel having approximately 120 room hotel (collectively, the “Improvements”). The Improvements and Mixed Use Redevelopment Project shall be of comparable quality to other high quality mixed use developments developed in the last fifteen years within the Omaha metropolitan area. All Improvements will be in accordance with the Site Plan and Final Plat, as finally approved by the City; provided however, a Site Plan for parts of the Subsequent Phases (as defined below) depicted in Exhibit C will be subject to separate review and

approval by the City apart from the Site Plan for Phase I. Design of the Improvements will satisfy applicable provisions of this Agreement below. The phasing or schedule of Improvements will be determined in accordance with the Subdivision Agreement.

Not in limitation of the foregoing, the Amended Redevelopment Plan and the Mixed Use Redevelopment Project contemplate the possibility of proceeding with particular Improvements or other work within the Mixed Use Redevelopment Project Area as several (meaning two or more) projects, which may be used to separately construct the Improvements of the redevelopment. All of the Improvements will constitute the Mixed Use Redevelopment Project. Each of the buildings and improvements set forth on the Site Plan (each, a “Project”) are anticipated to be constructed over a period of time and to each have their own tax increment financing (“TIF”) pursuant to the terms of this Agreement. Provided, however, any phasing or schedule for construction and completion of the Improvements, and any additions, subtractions, or modifications to phasing or schedule, will be subject to such approvals or requirements as provided in the Subdivision Agreement. Each Project and corresponding TIF will be subject to the requirements of this Agreement below.

The Amended Redevelopment Plan provides for TIF to offset the costs of site-specific TIF eligible expenses in connection with each of the Projects, including site acquisition, architectural and engineering fees, public right-of-way improvements, streetscape improvements, sidewalks and other infrastructure and enhanced façade and lighting, including without limitation window enhancements (where “enhanced” and “enhancements” means such costs which are in addition to the costs if built to City zoning or code requirements), and such other costs and expenses incurred by Redeveloper and allowed by law to be included in TIF (collectively, the “Eligible Expenses”).

The purpose of this Agreement is to set forth the rights and obligations of each of the parties hereto with respect to the implementation of the Amended Redevelopment Plan. This Agreement is a redevelopment contract prepared pursuant to the Nebraska Community Development Law in order to implement the Amended Redevelopment Plan.

IN CONSIDERATION OF THESE MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS.

In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings for purposes of this Agreement.

- 1.1 “**Amended Redevelopment Plan**” means the Redevelopment Plan for the 84th Street Redevelopment Area, as amended by Amendment No. 1. By executing this Agreement, Redeveloper consents to and agrees to be bound by the Redevelopment Plan as amended by Amendment No. 1.
- 1.2 “**Base Year Valuation**” for the purposes of this Agreement, the Base Year Valuation for each Project shall be January 1st of the year immediately preceding the Division Date for such Project for any legally subdivided parcel within the

Redevelopment Area as requested by the Redeveloper from time to time and included by the CDA in the Notice to Divide Tax for Community Redevelopment Project (“Notice to Divide”) in accordance with Nebraska law and Section 1.5, below.

- 1.3 “**Brentwood Crossing Property**” means the property described or depicted in Exhibit “A”.
- 1.4 “**CDA**” shall mean the La Vista Community Development Agency, created by ordinance 1167 adopted by the City of La Vista, a Nebraska municipal corporation in Sarpy County, Nebraska, on February 12, 2012, or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Act.
- 1.3 “**City**” shall mean the City of La Vista, Nebraska, a municipal corporation, or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Act.
- 1.4 “**Demolition and Site Preparation**” shall mean that certain demolition and site work to be performed by the CDA pursuant to Exhibit “F” attached hereto.
- 1.5 “**Director**” shall mean the Director of the City of La Vista Planning Department.
- 1.5 “**Division Date**” shall mean the date(s) after which any ad valorem real estate tax levied upon real property in the Redevelopment Area shall be divided pursuant to the Notice to Divide with respect to a Project, and as actually divided by the Sarpy County Assessor, as is provided in the Redevelopment Law and as established from time to time in accordance with Article 2, below.
- 1.6 “**Entire Redevelopment Property**” or “**Redevelopment Property**” shall mean the real estate platted or to be platted substantially as shown on Exhibit “B” attached hereto and incorporated herein by this reference and redeveloped in substantial accordance with the Site Plan (the “**Site Plan**”) attached hereto as Exhibit “C” attached hereto and incorporated herein by this reference; provided however, a Site Plan for parts of the Subsequent Phases (as defined below) depicted in Exhibit “C” will be subject to separate review and approval by the City apart from the Site Plan for Phase I. The final Site Plans for Phase I and Subsequent Phases will be subject to any approvals as required by this Agreement.
- 1.7 “**Excess ad valorem Taxes**” or “**Excess Tax Revenues**” shall mean any ad valorem tax which is levied upon and generated by real property of a Project in the Redevelopment Area (at the rate fixed each year by or for each of the hereinafter defined public bodies), after the Division Date, by or for the benefit of the State of Nebraska, the CDA, City, and any board, commission, authority, district or any other political subdivision or public body of the State of Nebraska (collectively “public bodies”) in excess of any ad valorem tax which is produced by such levy

upon the Base Year Valuation of the Project.

- 1.8 **“Improvements”** means the improvements to redevelop the Mixed Use Redevelopment Project Area in conformity with the Site Plan, this Agreement, and the Amended Redevelopment Plan, which shall include the acquisition, financing and construction by Redeveloper of a modern mixed-use redevelopment anticipated to consist of market-rate multi-family housing (apartments and townhomes), commercial office, restaurant, and retail space, with the potential to also include a hotel or grocery store, and related Redeveloper Public Improvements, and other facilities, equipment, and improvements, as preliminarily described or depicted in Exhibit “C”. All Improvements will be in accordance with Final Plat and Site Plans as approved by the City. Phasing and the schedule for construction and completion of the Improvements will be determined in accordance with the Subdivision Agreement. Design of Improvements will be in accordance with applicable provisions of this Agreement below. Any additions, subtractions, or modifications to such Final Plat, Site Plan, phasing, schedule, or design will be subject to such approvals or requirements as provided in the applicable provisions of the Subdivision Agreement, this Agreement or subdivision laws or regulations.
- 1.9 **“Lot” or “Lots”** shall mean and refer to Lots 1 - _____, La Vista City Centre, an Addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.
- 1.10 **“Maximum Redevelopment Loan Amount”** means \$_____ and shall constitute the cumulative limit on all Redevelopment Loan Amounts of all Redevelopment Loans issued in connection with the Mixed Use Redevelopment Project and all Projects within the Mixed Use Redevelopment Project Area, subject to any adjustment pursuant to Section 2.5 of this Agreement.
- 1.11 **“Phase I”** shall mean that portion and those Improvements of the Mixed Use Redevelopment Project identified on Exhibit “D” attached hereto and incorporated herein by this reference.
- 1.12 **“Project”** means the Mixed Use Redevelopment Project; or any of the several projects if the Redeveloper is proceeding with any Improvements or other work of the Mixed Use Redevelopment Project as two or more projects.
- 1.13 **“Redeveloper”** shall mean La Vista City Centre, LLC, a Nebraska limited liability company; provided, in the event Redeveloper and a record owner of a Lot or group of Lots execute a partial assignment and assumption, such record owner shall be “Redeveloper” only as to such Lot or group of Lots.
- 1.14 **“Redeveloper Public Improvements”** shall mean those public improvements to be completed by the Redeveloper as required by the CDA in connection with the Redevelopment Project and any other public improvements completed by the Redeveloper and permitted under the Redevelopment Law.

- 1.15 “**Redevelopment Area**” or “**Mixed Use Redevelopment Project Area**” shall mean the Entire Redevelopment Property, including any adjacent public right-of-ways.
- 1.16 “**Redevelopment Law**” shall mean the Community Development Law of the State of Nebraska (Chapter 18, Article 21, Sections 18-2101, et seq.), as supplemented by and including Sections 18-2147 to 18-2153, Reissue Revised Statutes of Nebraska, 1943, as amended.
- 1.17 “**Redevelopment Loan**” shall mean any loan made by the Redeveloper to the CDA pursuant to Section 3.2 of this Agreement.
- 1.18 “**Redevelopment Loan Amount**” shall mean the amount of any proposed or issued Redevelopment Loan.
- 1.19 “**Redevelopment Note**” or “**Redevelopment Notes**” shall mean any obligation or obligations issued by the CDA and secured by any Excess ad valorem Taxes generated by the Redevelopment Area. Each Redevelopment Note shall be in substantially the same form as the Initial Redevelopment Note (defined below) attached hereto as Exhibit “E” and incorporated herein by this reference. Any deviation of a Redevelopment Note from the form or content of the Initial Redevelopment Note requires approval of the CDA.
- 1.20 “**Redevelopment Project**” or “**Mixed Use Redevelopment Project**” shall mean the acquisition of the Entire Redevelopment Property by Redeveloper, demolition, grading and other site preparation by CDA, and the financing, development, construction, and equipping of the Improvements, and operation, maintenance, replacement, and repair of such Improvements in good and working condition and repair, by Redeveloper in accordance with the Site Plan, understanding that the Site Plan is conceptual only and may be modified from time to time based upon the actual development that occurs within the Entire Redevelopment Property and only in accordance with this Agreement and the Amended Redevelopment Plan, and also that a Site Plan for parts of the Subsequent Phases (as defined below) depicted in Exhibit “C” will be subject to separate review and approval by the City apart from the Site Plan for Phase I. The final Site Plans for Phase I and any Subsequent Phases, and any subsequent additions, subtractions, or changes, will require approval of the CDA or City. Redeveloper Improvements of the Mixed Use Redevelopment Project Area shall be continued for uses in accordance with the Mixed Use Redevelopment Project for at least twenty five (25) years after the Effective Date of this Agreement, unless otherwise approved by CDA.
- 1.21 “**Site Plan**” means the site plan attached as Exhibit “C”, understanding that the Site Plan is conceptual only and may be modified from time to time based upon the actual development that occurs within the Entire Redevelopment Property and only in accordance with this Agreement and the Amended Redevelopment Plan, and also that a Site Plan for parts of the Subsequent Phases (as defined below) depicted in Exhibit “C” will be subject to separate review and approval by the City apart from

the Site Plan for Phase I. The final Site Plans for Phase I and any Subsequent Phases, and any subsequent additions, subtractions, or changes, will require approval of the CDA or City.

- 1.22 “**Subdivision Agreement**” shall mean that certain Subdivision Agreement entered into by the City and the Redeveloper of even date herewith in connection with the Project.
- 1.23 “**Subsequent Phases**” shall mean all portions of the Project other than Phase I, which shall be developed with improvements, facilities, and uses consistent with and complimentary to Phase I and the vision for the Mixed Use Redevelopment Project Area as determined by Redeveloper, and may be completed in one or more phases, some or all of which may be simultaneous with Phase I. Provided, however, (i) the schedule or phasing of improvements of any subsequent phase will be determined in accordance with the Subdivision Agreement; (ii) any proposed changes to the final Site Plan or Final Plat will require approval of the City; and (iii) any proposed design changes will require approval of the CDA in accordance with applicable provisions of this Agreement below

SECTION 2. OBLIGATIONS OF THE CDA.

2.1 **Issue of Redevelopment Notes.** Upon the Redeveloper’s notice to CDA of commencement of a Project, and prior to the issuance of a Redevelopment Note, the Redeveloper shall provide the CDA sufficient documentation demonstrating the project costs, Eligible Expenses, and proposed Redevelopment Loan Amount for that Project, the cumulative Redevelopment Loan Amount issued to date, and other such information required by the CDA to verify the Maximum Redevelopment Loan Amount will continue to be supported by the payment of Excess Tax Revenues. The CDA shall borrow from the Redeveloper, or the subsequent owner of such Lot or group of Lots, a portion of the Maximum Redevelopment Loan Amount, which amount shall be determined by the Redeveloper in its sole discretion provided Redeveloper demonstrates that the Maximum Redevelopment Loan Amount will continue to be supported by the payment of Excess ad valorem Taxes, it being understood that the total amount requested for a Redevelopment Loan for the Redevelopment Property, when combined with the principal amounts of all previously issued Redevelopment Loans, shall not exceed the Maximum Redevelopment Loan Amount, as may be adjusted pursuant to Article 2, Section 5 below. Concurrently with commencement of the initial Project by Redeveloper, or the subsequent owner of such Lot or group of Lots, as directed in writing by Redeveloper, the CDA may issue to the Redeveloper, or the subsequent owner of such Lot or group of Lots, one or more Redevelopment Notes in such denominations specified by the Redeveloper to evidence the CDA’s obligation to repay that portion of the Redevelopment Loan initially borrowed by the CDA from the Redeveloper. Thereafter, as the Redeveloper, or the subsequent owner of a Lot or group of Lots, lends additional monies to the CDA pursuant to this Agreement, the CDA shall execute and deliver such additional Redevelopment Notes in such denominations specified by the Redeveloper from time to time to evidence the CDA’s obligation to repay the Redevelopment Loan. Each Redevelopment Note shall be repaid from the Excess Tax Revenues from the Lot or group of Lots within the Redevelopment Property specified by the Redeveloper, from time to time, provided that the

principal amount of all such Redevelopment Notes secured by the Excess Tax Revenues from a particular Lot or group of Lots shall not exceed the Maximum Redevelopment Loan Amount; and the principal amount of all Redevelopment Notes shall not exceed the Maximum Redevelopment Loan Amount. CDA and the Redeveloper hereby agree that the maximum purchase price for each Lot that will be considered an Eligible Expense for purposes of this Agreement shall not exceed \$40 per square foot of land on the applicable Lot, provided that such maximum shall be increased annually by one and one-half percent beginning two (2) years after the Effective Date of this Agreement. Notwithstanding anything in this Agreement to the contrary, all Redevelopment Loans with respect to the Mixed Use Redevelopment Project Area shall be subject to the Maximum Redevelopment Loan Amount. Any proposed Redevelopment Loan, when combined with the principal amounts of all previously issued Redevelopment Loans, shall not exceed the Maximum Redevelopment Loan Amount and shall be closed in the same manner as the initial Redevelopment Loan, except as otherwise may be provided in this Agreement.

The Redevelopment Note or Redevelopment Notes shall be secured by and payable only from the Excess Tax Revenues produced from the improvement, development, and redevelopment of each Project and the Lot or group of Lots within the Redevelopment Property for such Project as designated by the Redeveloper from time to time. If requested by the Redeveloper, the CDA shall enter into an administrative amendment or amendments to this Agreement with the Redeveloper identifying the development of a particular Lot or Lots within the Redevelopment Property as a separate redevelopment project under the Amended Redevelopment Plan and providing for the issuance of Redevelopment Notes secured by and payable only from the Excess Tax Revenues produced from the improvement, development, and redevelopment of such designated Lot or Lots. Provided, however, notwithstanding anything in any amendment to the contrary, all Lots, Projects, Redevelopment Notes and Redevelopment Loans shall be and remain subject to all provisions of this Agreement as they were applicable before the amendment; and any amendment to the contrary shall be null and void.

2.2 **Use of Redevelopment Loan Proceeds.** The CDA shall grant the entire amount of the Redevelopment Loan proceeds, up to the Maximum Redevelopment Loan Amount, to the Redeveloper, or the subsequent owner of a Lot or Lots, as allowed for by this Agreement, for land acquisition, demolition, site preparation, and other Eligible Expenses of improving, developing and redeveloping the Lots within the Redevelopment Area allowed by the Redevelopment Law.

2.3 **Division Dates.** The Division Date(s) for the Redevelopment Project shall be established from time to time by the Redeveloper based upon the development of any Lot or group of Lots within the Redevelopment Property. The Redeveloper shall send written notice to the CDA requesting the Division Date for each Lot or group of Lots within the Redevelopment Property. Upon receipt of the written request of Redeveloper to set the Division Date for any Lot or group of Lots within the Redevelopment Property, the CDA shall file a Notice to Divide with respect to such parcel with the Sarpy County Assessor, which such Notice to Divide shall specify the calendar year that the division of the real property tax is to become effective and the Base Year Valuation for each Lot or group of Lots, as the case may be. The Excess Tax Revenues for each Lot or group of Lots within the Redevelopment Property shall not exceed fifteen (15) years after the effective date the Notice to Divide is executed and delivered by the CDA to the Sarpy County Assessor's office with respect to such Lot or group of Lots; it being understood

by the parties hereto that the real property taxes which are levied in the fifteen (15th) year with respect to such Lot or group of Lots, but are actually paid by Redeveloper (or its successor or assigns) in the sixteenth (16th) year, shall be paid immediately, upon being available to the CDA, towards the retirement of the amounts due under the applicable Redevelopment Note(s) but in no event shall the Redeveloper receive more than fifteen (15) years of tax payments, which shall not exceed thirty (30) semi-annual payments. The CDA shall not file a Notice to Divide for any Lot or group of Lots within the Redevelopment Property unless and until a written request is made by the Redeveloper for such Lot or group of Lots.

2.4 **Redevelopment Notes.** The Maximum Redevelopment Loan Amount shall be issued to Redeveloper, or the subsequent owner of a Lot or Lots, as established by written notice delivered by Redeveloper to the CDA, based upon the: (i) timing of construction and completion of the Improvements on each Lot; (ii) the estimated amount of eligible cost associated in improving, developing, and redeveloping each Lot; and (iii) the anticipated increment to be created upon completion of the improvements on such Lot. The CDA and the Redeveloper both intend that the Redeveloper shall receive the maximum benefit up to the Maximum Redevelopment Loan Amount from the Excess ad valorem Taxes that will be available as a result of the improvement, development, and redevelopment of the Entire Redevelopment Property, including all Projects within the Mixed Use Redevelopment Project Area, limited to eligible expenses allowable under the Redevelopment Law. The Redeveloper agrees and acknowledges that the maximum benefit available from the Excess ad valorem Taxes may not be available or sufficient to make the necessary debt service payment in any given year. The parties agree that there shall not be any recourse against the City or CDA for any shortfall or otherwise on any Redevelopment Loan except to make payments from available Excess ad valorem Taxes.

2.5 **Additional Redevelopment Notes for Subsequent Projects.** It is anticipated that the total valuation of the Redevelopment Project will not generate Excess Tax Revenues sufficient to recapture the total expenditure of Eligible Expenses associated with the Redevelopment Project. Accordingly, in the event the Redeveloper can demonstrate to the satisfaction of the CDA that the Mixed Use Redevelopment Project can support a higher Maximum Redevelopment Loan Amount, the Maximum Redevelopment Loan Amount will increase to the supported amount (“Adjusted Maximum Redevelopment Loan Amount”) and the CDA shall execute and issue such additional Redevelopment Notes to the Redeveloper or its designees or assigns in such amounts and denominations up to the increase of the Adjusted Maximum Redevelopment Loan Amount over the Maximum Redevelopment Loan Amount, as determined by the Redeveloper only to the extent the issuance of such Redevelopment Notes is supported by the incremental increase in valuation of the subsequent Projects, as shall be demonstrated by the information provided by the Redeveloper in accordance with Section 2.1 hereof. The parties hereto recognize that any such notes issued pursuant to this Section shall be considered and treated as administrative in nature and not as a legislative amendment to this Agreement or the Amended Redevelopment Plan. In the event Redeveloper requests additional Redevelopment Notes, the Redeveloper shall lend or have lent additional redevelopment funds to the CDA in an amount equal to the principal amount of such Redevelopment Notes, and such redevelopment funds shall be granted to the Redeveloper, subject to TIF eligible expenses, as allocated by the Redeveloper. Redeveloper, before Redevelopment Loans applicable to a Project are issued, shall provide CDA access to proformas supporting the Redevelopment Loans for the Project, including the anticipated loan proceeds, anticipated assessed

value after completion of Improvements and anticipated incremental tax increase. Any such subsequent Redevelopment Loan, when combined with the principal amounts of the outstanding Redevelopment Loans, shall not exceed the Maximum Redevelopment Loan Amount, subject to possible adjustment pursuant to this Section, and shall be closed in the same manner as the initial Redevelopment Loan, except as provided for in this Section

2.6 **Delivery of Evidence.** The Redeveloper shall ensure that prior to expenditure or disbursement of Redevelopment Note proceeds, the following shall be obtained and provided to CDA, to wit:

2.6.1 Redeveloper, or the subsequent owner of a Lot, as applicable, shall provide the CDA with evidence, acceptable to the CDA, that private funds have been irrevocably committed to complete that portion of the Improvements funded by the corresponding Redevelopment Note.

2.6.2 Redeveloper, or the subsequent owner of a Lot, as applicable, shall provide evidence of, and maintain adequate performance and labor and materials payment bonds for the Redeveloper Public Improvements to be constructed by Redeveloper during the period of actual construction of the Project (so as to exclude acquisition cost, TIF fees, and capitalized interest) during the period of construction of the Redevelopment Project satisfying Neb. Rev. Stat. Section 18-2151. The CDA and City shall be specified as a co-obligee. The intent is not to require under this Agreement and the Subdivision Agreement more than one bond of the same type and amount, covering the same performance and the same improvements. In such a case, the City Engineer may accept a single bond to satisfy the bonding requirement of both agreements, provided the bond expressly guarantees payments and performance under both agreements, in the greater amounts required under such agreements, and names both the City and CDA as beneficiaries

2.7 **Special Fund.** The CDA shall establish a special fund or funds under Section 18-2147 of the Nebraska Revised Statutes for the purpose of collecting the Excess ad valorem Taxes generated by the Redevelopment Project. All Excess ad valorem Taxes shall be collected and held in a special fund or funds and shall be used for no purpose other than to repay the Redevelopment Notes, until such time as no Redevelopment Notes are outstanding and unpaid.

2.8 **No Special Assessments.** Public improvements described in the Subdivision Agreement will be constructed by the City at its cost. The City intends to use general tax proceeds or other available sources of revenue, and not to specially assess the cost against any Lot within the Redevelopment Area, or against the improvements located thereon in regard to the Redevelopment Project. This section does not prohibit future special assessments for future projects initiated and constructed by the CDA or City.

2.9 **Implementation of CDA Obligations.** The CDA shall take all actions required by law, including, but not limited to, coordinating with the City as might be necessary to hold public hearings or issue approvals, to issue permits for utility relocation where necessary pursuant to City's existing policies, approving and executing contracts and agreements and enacting

resolutions to implement the CDA's obligations under this Agreement.

2.10 **Site Work Obligations of CDA.** The CDA shall, at the sole cost and expense of CDA or City, take or cause the actions set forth on Exhibit "F" attached hereto and incorporated herein by this reference, in connection with eliminating and preventing recurrence of the substandard and blighted 84th Street Redevelopment Area; the performance of which is conditioned upon Redeveloper using the Entire Redevelopment Property for mixed use redevelopment in accordance with this Agreement and the Amended Redevelopment Plan.

SECTION 3. OBLIGATIONS OF THE REDEVELOPER.

3.1 **Subdivision of the Entire Redevelopment Property.** The Redeveloper has acquired or will acquire the Entire Redevelopment Property in anticipation of this Agreement, and the Redeveloper is in the process of subdividing the Entire Redevelopment Property into the Lots. The Redeveloper shall make good faith efforts to subdivide the Entire Redevelopment Property substantially as shown on Exhibit "B" attached hereto.

3.2 **Redevelopment Loan.** The Redeveloper or subsequent owner of a Lot or group of Lots, subject to the Maximum Redevelopment Loan Amount on all Redevelopment Loan Amounts and potential increase of said amount pursuant to Section 2.5, may lend to the CDA the sum of not more than is supported by the incremental increase in valuation of the applicable Project, as shall be demonstrated by the information provided by the Redeveloper, which shall be evidenced by the one or more Redevelopment Notes. The Redevelopment Loan proceeds, when combined with other private or public funds available, will be used by the Redeveloper, or its successors and assigns, for the development of each Lot within the Redevelopment Area. The Maximum Redevelopment Loan Amount to be issued pursuant to this Agreement shall assume that the Redevelopment Notes will bear interest at the rate of five and one-half percent (5.5%) per annum. In the event the Redeveloper elects to monetize the Redevelopment Notes and the interest rate changes, the applicable Maximum Redevelopment Loan Amount may be amended accordingly. The Redeveloper shall use the proceeds of any Redevelopment Loan granted to the Redeveloper pursuant to this Agreement for Eligible Expenses in connection with improving, developing and redeveloping the Redevelopment Property.

3.3 **Certification of Note for Payment.** The Redeveloper and any subsequent holder of any Redevelopment Note shall provide the notice as required herein with copy to the CDA c/o the City Finance Department with written certification that it owns and holds the original executed Redevelopment Note prior to disbursement of any proceeds for the payment of such Redevelopment Note. If a Redevelopment Note is lost, destroyed, or stolen, the Redeveloper or any subsequent holder of a Redevelopment Note may so certify to the CDA, whereupon the CDA shall issue a replacement Redevelopment Note; provided, that the Redeveloper or such subsequent holder shall provide the CDA with an indemnity agreement or other security reasonably required by the CDA in connection with the issuance of such Replacement Note.

3.4 **Entire Redevelopment Property Improvements.** The Redeveloper shall design and construct or shall enter into agreements with third parties who acquire title to any Lot or group of Lots within the Redevelopment Property to design and construct on such Lot or group of Lots

the Improvements (as identified in the Preliminary Statement of this Agreement), which may be modified from time to time by mutual agreement of the Redeveloper and the CDA, creating a minimum stipulated value of improvements for real estate tax assessment purposes valued to the extent necessary to pay the Redevelopment Notes with Excess Tax Revenues. Notwithstanding anything in this Agreement to the contrary, Redeveloper intends to develop, own, operate, and maintain Phase I as the initial phase of the Mixed Use Redevelopment Project. Prior CDA approval is required for any proposed conveyance of any conveyance of any of the Mixed Use Redevelopment Project Area before Phase I is substantially completed. For purposes of this Section 3.4, “substantially completed” shall mean the date in which CDA accepts the Public Improvements completed by Redeveloper.

3.5 **Certain Agreements Regarding Tax Increment Financing.** While the Redevelopment Notes are outstanding, the following shall apply:

3.5.1 Redeveloper intends to sell and convey the Lots of Subsequent Phases within the Redevelopment Property to third party Redevelopers/users. As such, the parties agree that it is not feasible in this Agreement to allocate any minimum real estate tax valuation to any particular Lot or group of Lots. At each Redevelopment Loan closing, the Redeveloper will certify to the CDA in writing that the Redeveloper has given written notice to the bank or other lender of the Redevelopment Loan funds that the owners of the Lot or group of Lots within the Redevelopment Property will not have the right to protest any real estate tax valuations below the amount agreed to in the Minimum Valuation Agreement for their respective Lots while any Redevelopment Note is outstanding below the amount agreed to in the Minimum Valuation Agreement. Nothing in the Minimum Valuation Agreement shall limit the discretion of the Assessor to assign an actual value to the property in excess of such Minimum Valuation Agreement nor prohibit the Redeveloper or property owner from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, neither the Redeveloper nor the owner of any Lot within the Redevelopment Property shall seek and/or obtain a reduction of such actual value below the valuation established in the Minimum Valuation Agreement. The Minimum Valuation Agreement shall remain in effect until all of the Redevelopment Notes are either paid in full or the fifteen year amortization period has expired with respect to each Lot within the Redevelopment Property in accordance with the Redevelopment Law. The Minimum Valuation Agreements shall be filed for record in the office of the Sarpy County, Nebraska, Register of Deeds, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of any such Lot or group of Lots to which the Minimum Valuation Agreement applies, whether voluntary or involuntary. Such Minimum Valuation Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or lienholder, as well as all prior lienholders, each of which prior lienholders shall sign a consent to the Minimum Valuation Agreement. The Redeveloper agrees that it will not protest a real estate improvement valuation on Phase I of an aggregate amount established by the CDA before commencement of Demolition and Site Preparation (“Aggregate

Phase I Minimum”) or less after substantial completion of Phase I; provided, however, Redeveloper shall have the right to allocate this minimum number among the Lots in Phase I provided the aggregate minimum shall remain at or below the Agreed Phase I Minimum. The Redeveloper agrees, with respect to any Project of the Subsequent Phases that it will agree to an affirmative obligation not to protest a real estate improvement valuation on each Project of an aggregate of the value of the Project as of the Base Year plus the approximate cost necessary to adequately fund the TIF, the exact amount to be determined at the time of finalization of the TIF for each Project.

3.5.2 Redeveloper, or the subsequent owner of a Lot or group of Lots, shall not convey any Lot or any portion thereof or any structures thereon to any entity that would be exempt from the payment of ad valorem taxes.

3.5.3 Redeveloper, or the subsequent owner of a Lot or group of Lots, shall maintain with respect to any structures on any Lot or portion thereof fire and extended coverage insurance thereon for the full insurable value thereof, subject to such commercially reasonable deductibles, however, as the Redeveloper and any subsequent owner of the Lot may determine. An owner or occupant of a building on any Lot may, with the consent of the CDA (which consent shall be reflected in an administrative amendment to this Agreement), which consent shall not be unreasonably withheld, and the written consent of the then holder or holders of any outstanding Redevelopment Notes, elect to self-insure such risks, but only if such owner has a net worth of at least \$100,000,000.00. In the event of a casualty loss, the Redeveloper or the then owner of the damaged property, as appropriate, shall reconstruct such improvements or, alternatively, subject to approval of CDA, shall escrow funds or provide insurance proceeds in an amount equivalent to the amount of Excess Tax Revenues that would have been generated from the property had it not been damaged. Such escrowed funds or insurance proceeds shall be used to amortize the outstanding Redevelopment Notes secured by the Excess Tax Revenues from that owner's real estate.

3.5.4 As long as any Redevelopment Note or Redevelopment Notes remain outstanding, the Redeveloper shall cause all real estate taxes and assessments levied on any Lot owned by Redeveloper to be paid prior to delinquency. In addition, as long as any Redevelopment Note or Redevelopment Notes remain outstanding, the subsequent owner of a Lot or group of Lots shall cause all real estate taxes and assessments levied on any such Lot to be paid prior to delinquency. Provided Redeveloper has complied with this notice requirement, the Redeveloper shall not be responsible for the actions of the third parties (which shall expressly exclude any affiliates of Redeveloper or any entity controlled or under common control with Redeveloper) if these covenants are breached with respect to a Lot or group of Lots and the breach occurs after conveyance of such Lot or group of Lots to such third parties; rather, the transferees of any such Lot or group of Lots will be responsible for such breach.

3.5.5 Each of the foregoing covenants shall run with the land and be binding on subsequent owners of any Lot or group of Lots within the Redevelopment Property as long as any Redevelopment Note is outstanding, and shall be referenced in a Notice of Redevelopment Agreement to be recorded in the office of the Register of Deeds of Sarpy County, Nebraska upon full execution of this Agreement. The Redeveloper agrees to include the covenants set forth in this Section in any subsequent sale, assignment, sale-leaseback or other transfer of any Lot within the Redevelopment Property.

3.5.6 Redeveloper, or the subsequent owner of a Lot or group of Lots, shall not, without the express prior written approval of the CDA, (a) materially alter, change, demolish or otherwise modify that portion of the Improvements which constitute the façade and lighting, including without limitation window enhancements, paid for or reimbursed in whole or in part as Eligible Expenses with proceeds of a Redevelopment Loan (the “Architectural Enhancements”), or (b) add, install or otherwise locate signs, canopies, coverings or other additions, whether temporary or permanent to the Architectural Enhancements inconsistent with the design standards set forth in Exhibit “G”, as may be amended from time to time. Redeveloper, or the subsequent owner of a Lot or group of Lots, may make repairs or enhancements to such Architectural Enhancements without prior approval, but only to restore such elements to their original intended condition.

3.6 **Phase I Purchase Option.** The CDA shall have the right to purchase the Entire Redevelopment Property in the event the Redeveloper fails to:

3.6.1 commence construction of Phase I within one hundred twenty (120) days after the CDA completes Demolition and Site Preparation; provided, however, Redeveloper’s timeframe for commencing construction shall be extended one day for each day of delay by the CDA in completing the Demolition and Site Preparation within the timeframes set forth in this Agreement, or

3.6.2 substantially complete Phase I within forty-eight (48) months after commencement of construction of Phase I.

The CDA shall have the right to exercise the purchase option only after providing written notice to Redeveloper of its intent to do so and Redeveloper failing to commence construction or substantially complete within ninety (90) days after receipt of such written notice. The purchase price for CDA’s purchase of the Entire Redevelopment Property shall be equal to the amount Redeveloper initially paid to acquire the Entire Redevelopment Property, plus all reasonable costs incurred by Redeveloper in connection with the ownership of the Entire Redevelopment Property and development of the Project, including but not limited to, platting, construction costs, design and engineering, marketing and carry costs. In addition, Redeveloper prior to closing will document to CDA all Redeveloper costs and deliver all design, engineering and other documentation, the costs of which are included in the purchase price. Prior to any loan closing to acquire the Brentwood Crossing Property or otherwise connected with the Mixed Use

Redevelopment Project, Redeveloper shall give notice to the bank or other lender of the Redevelopment Loan funds that the Lots within the Redevelopment Property will be subject to the options described in Sections 3.6 and 3.7.

3.7 **Repurchase In the Event of Foreclosure.** In any case where the holder of any mortgage obtains title to any portion of the Redevelopment Area or any part thereof as a result of foreclosure proceedings or action in lieu thereof, prior to issuance by the City of the Redeveloper's Certificate of Completion of Improvements for the applicable phase of the Project, the CDA shall be entitled, at its option, to a conveyance to it of the applicable Redevelopment Area after payment of an amount equal to the sum of:

3.7.1 The Redevelopment Note debt and any mortgage debt at the time of foreclosure or action in lieu thereof (less all the appropriate credits including those resulting from collection and application of rentals and other income received during foreclosure proceedings), including any prepayment penalties associated with the mortgage debt;

3.7.2 All expenses with regard to foreclosure;

3.7.3 The net expense, if any, incurred by such holder in and as a direct result of its subsequent management and operation of the Redevelopment Area;

3.7.4 the depreciated cost of any improvement made by such holder;

3.7.5 all other reasonable holding costs actually incurred as to the Redevelopment Area.

The CDA's option shall remain in force for ninety (90) days after the date the holder of any Mortgage obtains title to said Project or part thereof and notifies the CDA, unless the CDA waives the option prior to the end of such 90-day period. In the event the CDA exercises its option under this Section, then the CDA shall also be required to repay in full any and all outstanding Redevelopment Loan proceeds, if any, remaining after paying the Redevelopment Note debt pursuant to subsection 3.7.1.

3.8 **Design Approval.** Redeveloper has agreed that, as part of the Eligible Expenses and to enhance the Mixed Use Redevelopment Project as a public improvement for the Mixed Use Redevelopment Project Area, Redeveloper shall construct all Improvements in accordance with design standards set forth in Exhibit "G," subject to any additions, subtractions, or modifications and final approval of the CDA. The façade and lighting enhancements, including without limitation window enhancements, which are necessitated by such design standards, over and above City code standards, are public improvements for the benefit of the CDA and the City and shall be part of Eligible Expenses. The Redeveloper shall have a pre-application meeting with the Community Development Department and shall thereafter submit designs and plans for the exterior and façade ("Exterior Drawings") to the CDA incorporating input from the pre-application meeting for review of the Community Development Department for prior written approval. The Community Development Department shall, within forty five (45) days of receipt, complete initial

review and approve the Exterior Drawings if determined to be in substantial conformity with the Design Standards. Failure upon such initial review to reject the applicable documents (which notice shall include specific objections) within forty five (45) days shall be deemed as approval by the CDA. In the event any changes are required upon initial review, or in the event of a change to the exterior or façade during the term of the Redevelopment Loan, Redeveloper shall submit new Exterior Drawings for review and approval by the CDA in accordance with the process set forth herein, except thirty (30) days will be substituted as the applicable time periods.

3.9 **Additional.**

3.9.1 Taxes. In the case of any real estate owned by Redeveloper in the 84th Street Redevelopment Area, the Redeveloper (i) consents with respect to designation of any or all of the 84th Street Redevelopment Area as enhanced employment areas and levies of general business occupation taxes therein as determined by the City from time to time and applicable to all businesses in the City (“GBOT”); provided, however, the GBOT rate generally will be in accordance with the norm within the metropolitan Omaha area with respect to a GBOT that is the same as a GBOT levied in other communities in the metro area; (ii) except as otherwise expressly provided in this Agreement with respect to tax increment financing, agrees that it shall not directly or indirectly challenge or contest, or encourage any other person or entity to challenge or contest, any property tax valuation in the Mixed Use Redevelopment Project Area or City revenues, including GBOT, property taxes or local option sales taxes; (iii) represented and confirms that new investment within the Mixed Use Redevelopment Project Area is projected to result in at least the required number of new employees and new investment applicable under the circumstances at the time under Neb. Rev. Stat. Section 18-2116(2); and any business in the Mixed Use Redevelopment Project Area that has 135,000 square feet or more and annual gross sales of \$10 million or more will provide an employer provided health benefit satisfying requirements of Neb. Rev. Stat. Section 18-2116(2); and (iv) agrees to record this Agreement with respect to real estate owned by the Redeveloper, the provisions of which shall be binding upon all successors and assigns of such real estate or Redeveloper.

3.9.2 Maintenance. Redeveloper will operate, maintain, replace and repair the Improvements in good and working condition and repair in accordance with the prevailing standards applicable to first-class developments of similar size, kind and quality, and in accordance with requirements of all applicable laws, rules and regulations. For these purposes, “first-class” means that the Redeveloper will use the highest quality, design and construction techniques and materials that will produce a development of the highest quality according to applicable industry standards. Comparable projects in the area include Aksarben Village and Midtown Crossing. Finally, the Minimum Uses within the Mixed Use Redevelopment Project Area as described in the Subdivisions Agreement shall continue to apply and must be satisfied during the period of and for at least 25 years after the Grand Opening of Phase I Subdivider Improvements as defined in the Subdivision Agreement, unless otherwise agreed by City.

SECTION 4. MISCELLANEOUS PROVISIONS OF THE AGREEMENT.

4.1 **Non-discrimination.** Annexed hereto as Exhibit “H” attached hereto and made part hereof by reference are the equal employment provisions of this Agreement, wherein each Redeveloper is referred to as Contractor. The Redeveloper shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, sexual orientation, age, political or religious opinions, affiliations or national origin.

4.2 **Construction.** Captions used in this Agreement are for convenience and are not used in the construction of this Agreement. This Agreement shall be subject to and construed in accordance with the Amended Redevelopment Plan.

4.3 **Applicable Law.** Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

4.4 **Interest to the CDA/City.** No elected official or any officer or employee of the CDA or the City shall have any interest in any contract or property that is prohibited by applicable State Statutes.

4.5 **Merger.** This Agreement shall not be merged into any other oral or written contract, lease or deed of any type.

4.6 **Modification.** This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.

4.7 **Assignment and Delegation of Redeveloper's Duties.**

4.7.1 **Phase I.** The Redeveloper shall not have the right to assign its rights or obligations hereunder for Phase I without the prior written approval of the CDA. In the event Redeveloper desires to assign all or any portion of Phase I, the Redeveloper shall give the CDA reasonable prior notice, a copy of the proposed assignment, and information concerning the identity, creditworthiness, and qualifications of the proposed assignee, and such additional information as requested. The Redeveloper shall also provide the CDA with a true and complete copy of documentation evidencing such assignment promptly after it has been executed by the parties thereto. Notwithstanding anything herein to the contrary, Redeveloper shall have the privilege of assigning its respective rights and delegating some or all of its respective duties for Phase I hereunder to any Affiliate of Redeveloper. Redeveloper shall deliver to the CDA an executed copy of any

such assignment with respect to Phase I or any Subsequent Phases. For the purposes of this Agreement, the term “Affiliate” shall mean any partnership, corporation, limited liability company or limited partnership under the direct or indirect control of Chris Erickson. For the purposes of this Agreement, the terms “Control,” “Controlling” and “Controlled” mean, with respect to any specified partnership, corporation, limited liability company or limited partnership, the power to direct or cause the direction of the management or policies of such partnership, corporation, limited liability company or limited partnership directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

4.7.2 Subsequent Phases. Subject to the foregoing requirement, the Redeveloper shall have the right to assign its respective rights and obligations hereunder corresponding to the sale of some or all of the Subsequent Phases to any purchaser of a Lot in a Subsequent Phase it determines based on reasonable inquiry and investigation to be creditworthy, qualified, and capable of performing such obligations. In the event that the Redeveloper sells any portion of the Redevelopment Area constituting a Subsequent Phase and assigns its rights and obligations hereunder, Redeveloper, as a condition of the assignment, shall obtain a repurchase option allowing Redeveloper to elect to repurchase the applicable property in the event that the assignee does not (i) commence construction within twelve (12) months after the date upon which assignee takes title to the applicable property or (ii) complete construction within three (3) years after the commencement of construction. The repurchase option shall be for the initial purchase price paid by the assignee to Redeveloper for the applicable property and shall otherwise include commercially reasonable terms agreed upon by the Redeveloper and assignee. Redeveloper shall ensure that the CDA is a third party beneficiary to the repurchase option and has a right for at least ninety days after the Redeveloper’s option expires to repurchase the applicable property on the same terms in the event the Redeveloper does not exercise its repurchase option. The Redeveloper shall give the CDA reasonable prior notice and information concerning the identity, creditworthiness, and qualifications of any such assignee. The Redeveloper shall also provide the CDA with a true and complete copy of documentation evidencing such assignment and the CDA’s option promptly after execution by the parties thereto.

4.7.3 Redeveloper Control. Redeveloper warrants that Chris Erickson controls and will continue to control Redeveloper. Any voluntary, involuntary, direct or indirect transfer of control of Redeveloper shall require approval of the City or CDA.

4.8 Administrative Amendments. The parties hereto recognize that certain administrative amendments may need to be made to this Agreement in order to carry out the intent of this Agreement and the Amended Redevelopment Plan. In that regard, the parties hereto hereby nominate the following individuals, or their successors, to be their respective authorized representatives, acting in their specific capacities, to execute any such administrative amendments to this Agreement on their behalf:

For the CDA: The Mayor, City Administrator or City Engineer

For the Redeveloper: Christopher L. Erickson

The parties hereto recognize that any such minor amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in §18-2117 of the Redevelopment Law, shall be considered and treated as administrative in nature and not as a legislative amendment to this Agreement or the Amended Redevelopment Plan. However, amendments of the following types, except as otherwise provided in this Agreement, shall be referred to the CDA for approval:

- (i) Those that materially alter or reduce existing areas or structures otherwise available for public use or access;
- (ii) Those that require the CDA to undertake any additional works or improvements beyond the levels contained in this Agreement;
- (iii) Those that obligate the CDA on any loans, bonded indebtedness, deferred payments of any types, or other financial obligations; and
- (iv) Those that the City Administrator decides to refer for approval of the governing body of the CDA.

4.9 **Remedies.**

4.9.1 The parties understand and agree that with respect to the various obligations of the parties hereunder, time is of the essence, and in the event that any party hereto shall fail to carry out any of its obligations under this Agreement, the remaining parties hereto would have no adequate remedy at law. Therefore, the parties hereto shall be entitled to enforce the obligations of a defaulting party under this Agreement pursuant to all available equitable remedies, including, but not limited to, specific performance, injunction, and mandamus.

4.9.2. Except as otherwise expressly provided in this Agreement, an event of default occurs upon breach of any material covenant, obligation or requirement of a party under this Agreement or the Subdivision Agreement and the continuation of such breach for thirty (30) days after receipt of written notice from the non-breaching party specifying the nature and extent of such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, the failure of the breaching party to commence to cure such breach within such thirty (30) day period and to diligently continue to pursue same to completion. Should an event of default by a party occur hereunder, the other party that is not then in default may, by written notice to the defaulting party, terminate this Agreement. Before the non-defaulting party may, in addition to any other remedy provided in this Agreement, terminate this Agreement, written notice and opportunity to cure as provided at the beginning of this paragraph shall be required.

4.9.3 All remedies provided by this Agreement shall be cumulative and include all

other remedies available at law or in equity.

4.10 **Survival.** All of the obligations, warranties, and indemnities of the parties to this Agreement shall survive all conveyances of real estate required pursuant to this Agreement.

4.11 **No Reliance on Others.** Except for any specific representations and 'warranties set forth in this Agreement, each party hereto agrees that it is relying on its own opinions, estimates, studies, and information with regard to such party's respective obligations under this Agreement and no party hereto or its agents or contractors shall be responsible or liable for estimates or opinions of costs given to other parties in connection herewith.

4.12 **Delays.** No party hereto shall be liable to any other party hereto for direct or consequential damages suffered or incurred as the result of delays in completion of Redevelopment Project proximately caused by External Causes (as defined below). In addition, to the extent the CDA or the Redeveloper is prevented or delayed in timely performing its obligations hereunder due to External Causes, its performance shall be excused for so long as any such External Causes stand as an impediment to such performance and the amount of time for such party to fulfill its obligations under this Agreement shall be extended for a like period of time. However, the party whose performance hereunder is thus impeded shall use reasonable efforts to eliminate or overcome such delays. If the CDA or the Redeveloper is delayed in the performance of its obligations hereunder due to External Causes, then the other party shall be entitled to an extension for a like period of time for performance of its obligations reasonably related to the obligations the performance of which is delayed by External Causes. As used herein, the term "External Causes" shall include strikes, riots, acts of God, shortages of labor or materials, war, and material changes in governmental laws, regulations or restrictions.

4.13 **Cooperation and Coordination.** The CDA and the Redeveloper shall cooperate with each other and seek to coordinate their respective grading, demolition, site preparation, street relocation and improvement, utility relocation, removal, and construction activities hereunder so as to minimize to the extent reasonably practical the costs of such work for both parties and to accommodate the Demolition and Site Preparation by the CDA and the construction by the Redeveloper and any successor or assign of the CDA or Redeveloper; provided that the foregoing shall not be construed to permit or require that the any party consent to any delays or extensions of the times set forth herein for the other party to commence or complete its obligations under this Agreement.

4.14 **Severability.** In the event any clause or provision in this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, or by other governmental authority with jurisdiction thereof, the remaining portion of this Agreement shall not be affected thereby. The parties hereto agree that, in lieu of such illegal, invalid or unenforceable clause or provision, a provision that is legal, valid and enforceable, with as substantially similar terms as possible, shall be inserted in lieu thereof as an administrative amendment.

4.15 **Waiver.** The parties hereto agree that, notwithstanding any sale or lease of any portion of the Entire Redevelopment Property after the date hereof, the Amended Redevelopment Plan may be modified or amended by the CDA without the consent of any other party or any

successor or assign of such party, unless such amendment will materially and adversely affect such party's rights under this Agreement or otherwise, or unless such amendment involves the property owned by such party. To the extent Section 18-2117, Nebraska Revised Statutes, as amended, may provide to the contrary, any rights under such statute are waived by the parties hereto.

4.16 **Incorporation.** The preliminary statement at the beginning of this Agreement, the Subdivision Agreement, and all exhibits or other documents or instruments referenced in this Agreement shall be incorporated into this Agreement by reference.

4.17 **Approvals.** Except as otherwise provided in this Agreement, any approvals required in this Agreement shall mean the prior written approval of the party. The City Administrator, City Engineer, or her or his designee shall be authorized to provide any approval on behalf of the CDA, unless the City Administrator determines that approval of the governing body shall be obtained. Chris Erickson shall be authorized to provide any approval on behalf of the Redeveloper.

4.18 **No Partnership or Joint Venture.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of partners or creating or establishing the relationship of a joint venture between or among any of the parties to this Agreement or as constituting any party hereto as the agent or representative of any other party for any purpose or in any manner under this Agreement, it being understood that each party is an independent contractor hereunder.

4.19 **CDA Actions Subject to Applicable Procedures.** All actions or approvals of the CDA under this Agreement shall be subject to the procedures and other requirements of applicable laws, rules, regulations, policies and procedures.

4.20 **Covenants Running with Land.** This Agreement and the agreements and understandings herein constitute covenants running with the land and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other person or entity gaining or claiming any interest or lien within the Mixed Use Redevelopment Project Area.

4.21 This Agreement has been entered into by the CDA to provide financing for an approved redevelopment project.

SECTION 5. AUTHORIZED REPRESENTATIVES.

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

5.1 CDA
City Clerk

With copies to

8116 Park View Blvd.
La Vista, NE 68128

City Administrator
8116 Park View Blvd.
La Vista, NE 68128

Community Development Director
8116 Park View Blvd.
La Vista, NE 68128

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

5.2 Redeveloper
La Vista City Centre
Attn: Christopher L. Erickson
P.O. Box 428
Boys Town, NE 68010

With a copy to
Dvorak & Donovan Law Group, LLC
Attn: Kendra J. Ringenberg
13625 California Street, Suite 110
Omaha, Nebraska 68154

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

Executed this ____ day of _____, 2016.

ATTEST:

LA VISTA COMMUNITY DEVELOPMENT
AGENCY

CITY CLERK OF THE CITY OF LA VISTA

MAYOR OF THE CITY OF LA VISTA

[not La Vista format]

REDEVELOPER:

La Vista City Centre, LLC, a Nebraska limited liability company,

By: _____
Name: Christopher L. Erickson
Its Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

The foregoing Redevelopment Agreement was acknowledged before me this ____day of _____, 2016, by Chris Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

List of Exhibits:

- A - Brentwood Crossing Property Legal Description**
- B - Plat**
- C - Preliminary Site Plan**
- D - Phase I Area**
- E - Form of Redevelopment Note**
- F - CDA Demolition and Site Preparation**
- F-1 - Demolition and Site Preparation Timelines**
- G - Design Standards**
- H - Equal Opportunity Clause**

EXHIBIT A

BRENTWOOD CROSSING PROPERTY LEGAL DESCRIPTION

DWC: F:\2016\0501-1000\016-0546\40-Design\AutoCAD\Exhibits\Subdivision Agreement\16-04-27_LDVP_Legal_Description_Exhibit_A.dwg
DATE: Jul 28, 2016 11:55am XREFS: C:\PBN\DY_60546 USER: cskeen

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A REPLATTING OF LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B AND 8C, BRENTWOOD CROSSING REPLAT 1, AND ALSO LOTS 8A1, 8A2, 8A3, AND 8A4, BRENTWOOD CROSSING REPLAT 2, SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, IN THE SOUTHWEST QUARTER, AND ALSO A PART OF TAX LOT 12 IN THE NORTHWEST QUARTER, ALL IN SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, WILTHAM PLACE REPLAT 1, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE NORTHERLY ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET ON AN ASSUMED BEARING OF N02°24'52"W, 473.97 FEET; THENCE N02°25'39"W ON SAID EAST RIGHT-OF-WAY LINE, 1320.52 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 12; THENCE N02°22'12"E ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET, 55.20 FEET; THENCE N87°27'28"E, 217.26 FEET; THENCE S57°58'55"E, 96.96 FEET TO A POINT ON THE SOUTH LINE OF SAID TAX LOT 12; THENCE N87°27'28"E ON SAID SOUTH LINE OF TAX LOT 12, 240.00 FEET; THENCE N58°06'08"E, 112.19 FEET; THENCE N87°27'28"E, 191.50 FEET; THENCE S02°33'02"E, 55.00 FEET TO A POINT ON SAID SOUTH LINE OF TAX LOT 12; THENCE CONTINUING S02°33'02"E, 1794.49 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, BRENTWOOD CROSSING; THENCE S87°27'29"W, 835.10 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,522,444.51 SQ. FT. OR 34.951 ACRES MORE OR LESS.

PROJECT NO:	016-0546
DRAWN BY:	CAS
DATE:	07/28/16

METES AND BOUNDS LEGAL DESCRIPTION

 2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
A

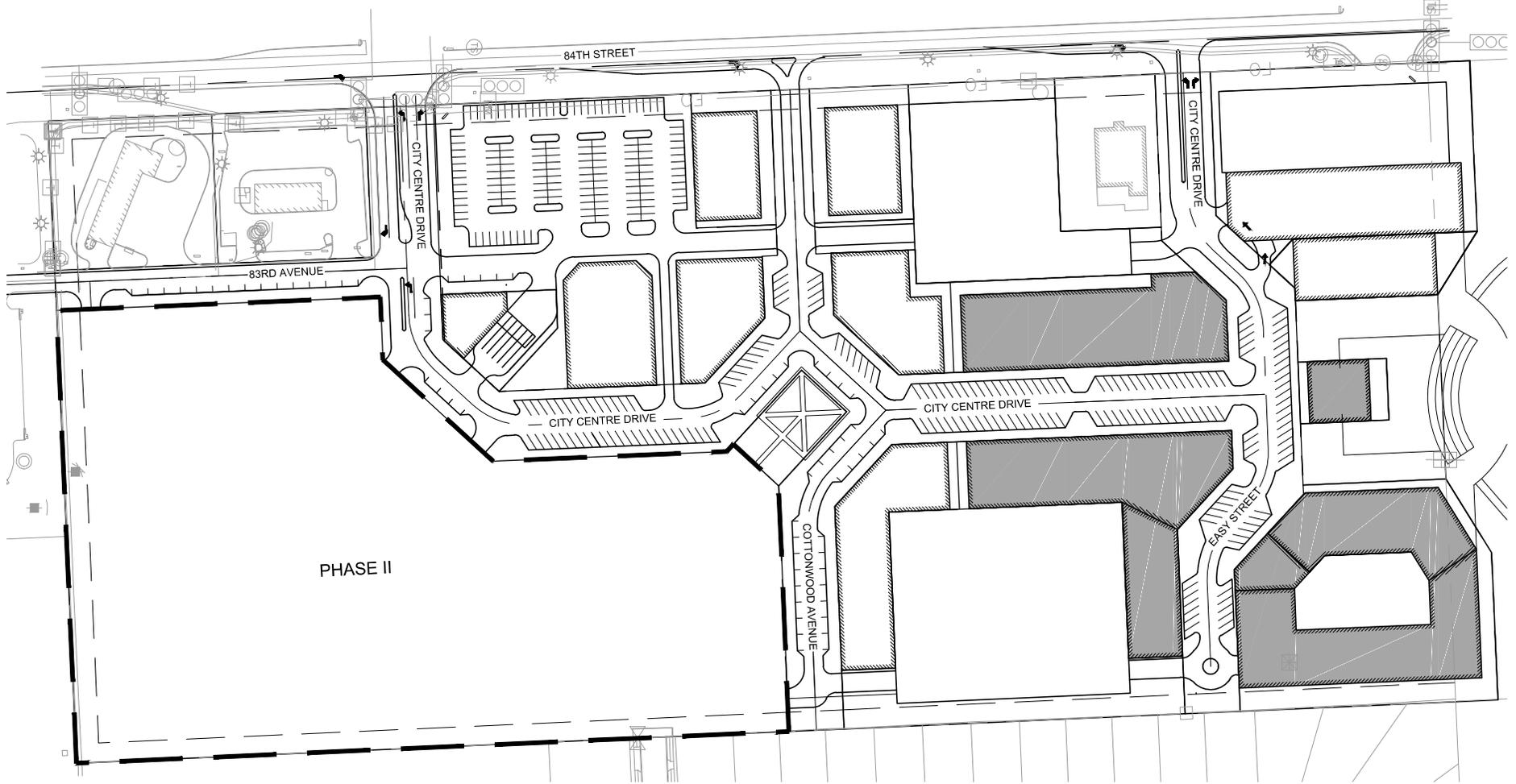
EXHIBIT B

PLAT

EXHIBIT C
PRELIMINARY SITE PLAN

EXHIBIT D
PHASE I AREA

DWG: F:\2016\0501-1000\016-0546\40-Design\AutoCAD\Exhibits\Redevelopment Agreement\16-07-28_LDVP_Developer Phase 1 Commitment - Exhibit D.dwg
DATE: Jul 28, 2016 12:21pm XREFS: C:\PBDY_60546 C:\XBASE_60546 C:\FPT_60546 USER: cskeen



PROJECT NO: 016-0546
DRAWN BY: CAS
DATE: 07/28/16

DEVELOPER PHASE I COMMITMENT

OLSSON
ASSOCIATES
2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
D

EXHIBIT E**FORM OF REDEVELOPMENT NOTE**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE LA VISTA COMMUNITY DEVELOPMENT AGENCY PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE LA VISTA COMMUNITY DEVELOPMENT AGENCY TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

REDEVELOPMENT PROMISSORY NOTE

_____, 2016

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to La Vista City Centre, LLC a Nebraska limited liability company, whose address is P.O. Box 428, Boys Town, Nebraska 68010, and/or its assigns ("Holder"), the principal sum of _____ (_____), together with interest thereon at the rate of five and one-half (5.5%) percent per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated the ____ day of _____, 2016 (the "Redevelopment Agreement") are collected by the City of La Vista and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

In the event of default under said Redevelopment Promissory Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to five percent (5%) above the national prime rate as published by the Wall Street Journal; however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available.

Borrower may prepay the principal amount outstanding in whole or in part, without the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from _____, ____ and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the La Vista Community Development Agency and have been paid, immediately upon being available, towards

the retirement of the amounts due hereunder, then, at said date fifteen (15) years from _____, _____, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the La Vista Community Development Agency. Borrower agrees that the real property taxes which are levied in the fifteenth (15th) year with respect to Lot 1 and the Improvements (as defined the Redevelopment Agreement), shall be paid, immediately upon being available to the La Vista Community Development Agency, towards the retirement of the amounts due hereunder, but in no event shall the Holder receive more than fifteen (15) years of tax payments (30 semi-annual payments).

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.

Holder may at any time before or after default, exercise its right to set off all or any portion of the indebtedness evidenced hereby against any liability or indebtedness of the Holder to the Borrower without prior notice to the Borrower.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

ATTEST:

LA VISTA COMMUNITY DEVELOPMENT
AGENCY

CITY CLERK OF THE CITY OF LA VISTA

MAYOR OF THE CITY OF LA VISTA

EXHIBIT F**CDA DEMOLITION AND SITE PREPARATION***(TIMELINES TO BE REVIEWED AND CONFIRMED BY CITY ENGINEER)*

(1) Demolition and Site Preparation. Take all actions and conduct all work as necessary or appropriate to demolish, remove, and clear the Brentwood Crossing Property, or adjacent areas of the Mixed Use Redevelopment Project Area specified in the Redevelopment Plan Amendment or as otherwise specified by the City Engineer, of all existing structures and improvements and provide rough grading of the Mixed Use Redevelopment Project Area, or such adjacent areas, in accordance with a grading plan approved by Redeveloper and City in accordance with the Subdivision Agreement, within the timeframe set forth on Exhibit "F-1", which work shall expressly include without limitation the following:

- a. Demolition. Demolition and disposal of all existing improvements except to the extent the parties mutually agree not to demolish.
- b. Utilities. Relocation of utilities, including without limitation, sewers and the OPPD Line, and specifically the existing overhead Omaha Public Power Line relocation to City owned property outside of the Redevelopment Area.
- c. Grading. Grading in accordance with a grading plan approved by Redeveloper and the City; and preserving access for any businesses that remain operating.
- d. Permission/Rights. Obtaining all necessary permission and rights to demolish buildings or improvements comprising the First National branch bank or Chili's restaurant, which Redeveloper will arrange and present for approval of the City Administrator or City Engineer.
- e. Other. Except as otherwise expressly provided in this Agreement, obtaining, providing and carrying out all documents, permission, rights, instruments and agreements, and taking such other actions as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out the work.

Redeveloper by entering this Agreement consents to CDA performing the Demolition and Site Preparation and agrees to facilitate and cooperate with CDA and take all needed actions for performance of the work by CDA, including, without limitation, providing at no cost to CDA, unless otherwise agreed, all access, easements or other rights or interests in real or personal property, instruments, and other rights with respect to the Brentwood Crossing Property and improvements in connection with carrying out the work. Not in limitation of the foregoing, Redeveloper by executing this Agreement grants and conveys to CDA all permissions, rights, title and interests with respect to any real or personal property as necessary or incidental for CDA to perform all Demolition and Site Preparation, to include without limitation (i) an easement on, over, under, across, and otherwise with respect to the Brentwood Crossing Property or any adjacent property within the Mixed Use Redevelopment Project Area and improvements thereon or therein now or hereafter owned by Redeveloper; and (ii) upon demolition, all rights, title and interests in any real or personal property as necessary or appropriate for removal, transport and disposal of all demolition waste and debris. Notwithstanding anything in this Agreement to the contrary, commencement of Demolition and Site Preparation will be subject to eliminating any recorded or

unrecorded interests or encumbrances with respect to Brentwood Crossing Property that might interfere with CDA performing Demolition and Site Preparation (“Encumbrances”). Except as otherwise provided in subsection (d) above, Redeveloper, before such work commences, will be responsible for eliminating any Encumbrances, unless otherwise agreed by City Engineer.

EXHIBIT F-1**DEMOLITION AND SITE PREPARATION TIMELINES****Demolition and Site Preparation.**

- f. **Demolition.** Demolition of all existing improvements, with the exception of buildings, utilities, and improvements of or required for businesses that remain on the Brentwood Crossing Property, shall occur within eight (8) months after Redeveloper closing on the Brentwood Crossing Property and City closing on Property for City Improvements pursuant to the Subdivision Agreement; and
- g. **Grading.** Grading in accordance with a grading plan approved by Redeveloper and the City shall be completed in accordance with a mutually agreed upon schedule; and
- h. **Relocation of OPPD Power Line.** Relocation of OPPD power line will be completed in accordance with a mutually agreed upon schedule, subject to any approvals, scheduling, or other requirements of OPPD

The timeframes and Demolition and Site Preparation work shall be subject to (i) CDA or the City's review and approval of Redeveloper's commitments for bank, equity or other financing or funds for the Project pursuant to the process and terms set forth in the Subdivision Agreement, and (ii) Redeveloper closing on the Brentwood Crossing Property, eliminating Encumbrances, and taking any other action that is necessary for CDA to perform.

EXHIBIT G
DESIGN STANDARDS

LA VISTA CITY CENTRE REDEVELOPMENT AREA DESIGN GUIDELINE

City of La Vista, Nebraska



Exhibit "G"

Draft
Design Guidelines

Currently Under Review

La Vista City Hall
8116 Park View Boulevard
La Vista, Nebraska
2 August 2016



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1. INTRODUCTION

This design guideline provides a framework within which to design and review projects located in the La Vista City Centre Redevelopment Area, and gives direction to designers and developers in understanding the City's expectations for urban style development. This manual is intended to provide a degree of predictability, harmony and quality within the built environment.

The City of La Vista understands the value of aesthetics and amenities as vital ingredients in strengthening and enhancing community identity; establishing and maintaining economic value; and implementing the City's long-range vision to turn the 84th Street area into an urban mixed use corridor. These standards and guidelines were developed as a means of promoting consistent, quality development within the areas identified in the La Vista City Centre Redevelopment Area.

The criteria contained herein are not intended to restrict imagination, innovation, or variety, but rather to assist in focusing on design principles that can result in creative solutions that will develop a satisfactory visual appearance within the city, preserve taxable values, and promote the public health, safety, and welfare.

This design guideline is to be used by property owners/developers and their design consultants in the planning of development in the La Vista City Centre Redevelopment Area. The design guideline will also be used by City staff, the Planning Commission and the City Council as part of their review of development proposals.

2. GEOGRAPHIC AREA AND CRITERIA

It is the intent of the City for this Design Guideline to apply to all property within the La Vista City Centre Redevelopment Area.

New construction and modifications to existing buildings, including the structure and the surrounding property, are required to have compliance reviewed through the design review process.

Exceptions:

Conformance to this Design Guideline shall not apply if the project consists of one of the following:

- 1) Structural modification which will not be visible from outside the structure.

3. Architecture

It is the intent of the City of La Vista, through the La Vista City Centre Redevelopment Area Design Guidelines, to allow for and encourage the creation of an attractive, active and distinct urban district along the 84th Street corridor. The disposition, function and design of buildings plays an important role in achieving that intent. The architecture of buildings assists in the creation of pedestrian-friendly places that are a key part of the corridor areas. Buildings should provide a sense of proportion, stability, and visual balance by establishing a clear expression of base, middle, and top.

Tripartite Architecture

All buildings shall be designed and constructed in tripartite architecture so that they have a distinct base, middle, and top.

Guideline: New construction shall respect the vertical architectural composition through tripartite expression of base, which relates to the scale of the pedestrian environment, a middle, which contains a pattern of fenestration and detail, and a top, which relates to the scale of the skyline.

A change in material between the base and the middle floors, and the use of a significant cornice provides for tripartite architecture.



A significant amount of glass is provided at the base of this building. The base also reflects a greater height than any single floor in the middle. Note the step back on the top floor.



360-Degree Architecture

A building's special architectural features and treatments shall not be limited to a single façade. All sides of a building open to view by the public, whether viewed from public or private property, shall display a similar level of quality and architectural interest.

Guideline: Architectural features such as windows, awnings, projections, reveals, changes in pattern, and trellises shall be used on all sides for visual interest. The dimensions of base, middle, and top shall be carried around from the primary facades to the side and rear of the building.

The same level of architectural quality and articulation has been provided on all four elevations of this building.



First Floor Façade Treatment

First floor facades of buildings within the redevelopment area that face public or private streets, plazas, or open space shall exhibit high levels of design, detailing, and material quality.

All buildings fronting on a street shall be designed so that the first floor street façade includes clear glass windows and doors arranged so that the uses are visible from and to the street on at least 50 percent of the façade.

Guideline: The first floor of all buildings shall provide for a pedestrian-friendly environment, with human-scale and natural building materials; extensive storefront windows for display and views into the business; and access directly from adjacent sidewalks. When transparency is in conflict with internal functions of the building, other means should be used to activate the street facing facades such as public art, architectural ornamentation or details, or color patterns.

The first floor consists almost entirely of glass providing a view into the restaurant space and also providing space for interaction through open overhead doorways. Additionally, the main entrance is provided directly from the street.



Scaling Elements

Architectural scaling elements, such as banding, belt coursing, sills, lintels, mullions, and changes in texture, material module and pattern, shall be used to break down the appearance of large building forms. Horizontal and/or vertical variation should be used.

Guideline: Building facades shall include a combination of details to enhance the architectural interest. For example, use brickwork to create unique elements, or mix materials of varying depth to provide visual interest.

This building utilizes banding, belt coursing, mullions, and changes in material and pattern to break down the appearance.



This photo illustrates the use of brick patterns to create interest.



Pedestrian-Scale Construction Materials

To promote a sense of human scale, special accent materials and design details shall be incorporated into all first floor facades and paving areas abutting pedestrian walkways.

Guideline: First floor facades and building entrances shall include changes in materials, decorative wall patterns, and/or trim banks and reveals. Paved areas at building entrances should include changes in pattern or color.

This façade includes human-scale material on the bottom floor. Note the change in the paving pattern at the building entrances.



These facades use awnings in combination with streetscape elements to provide an inviting pedestrian environment.



Articulated Facades

Exterior walls greater than 40 feet in length shall break any flat, monolithic façade with discernible architectural elements. Building designs, rooflines, or façade treatments that are monotonous will not be allowed.

Guideline: Building facades oriented to the street or public space shall provide architectural variety and scale by incorporating elements such as bay windows, recessed entrances and windows, display windows, balconies, cornices, columns, vertical plane breaks, and other types of architectural detailing to provide visual interest.

Articulated walls, columns, changes in roof height, and pedestrian-scale features have been used on this apartment building to break up the large mass of the building.



As above, this building utilizes articulated walls, columns, changes in roof height. Yet it also utilizes shade structures, balconies and awnings to help break up the mass.



Parking Structure Design

The first floor façade of structured parking facilities shall be designed to encourage and complement pedestrian-scale interest and activity.

Structured parking facilities shall be designed so that vehicles parked on all levels of the facility are screened from public view.

Guideline: The ground floor of parking structures located adjacent to major public streets should include a use other than parking, such as retail or office. Such a mix of uses is required in the redevelopment area. Parking can also be wrapped by development as a screening device.

This parking structure effectively screens vehicles from public view and utilizes a number of architectural aspects to break up the façade and to provide a pedestrian scale on the ground floor.



This parking structure includes ground floor retail and restaurant space. Additionally, parked vehicles are screened from public view.



Sloped Roof Characteristics

Sloped roofs are not an allowed roof type.

Guideline: Unless used as an accent feature to a flat-roofed building, sloped roofs are not allowed.

Flat Roof Characteristics

Buildings shall create varied parapet and cornice lines in order to create interesting skylines.

Guideline: Design elements for flat roof buildings shall include parapets with variable height and/or changes in setback. Where possible, rooftop areas are encouraged to be used for public or private outdoor space.

These buildings incorporate changing parapet heights and plane breaks to enhance the flat roof design.



Internal Circulation

All stairwells, corridors, and circulation components of the building shall be completely enclosed within the building envelope.

Guideline: Stairs and other circulation components shall be located within the building envelope. However, such elements can still be visible through the use of glass for pedestrian safety.

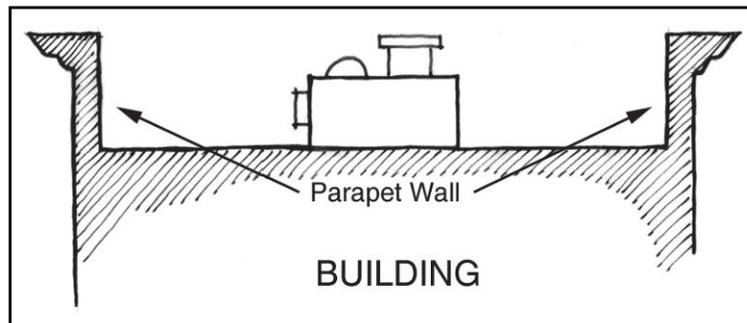
These parking structures include stairways completely enclosed with glass. This element provides for visual interest, as well as pedestrian safety.



Screening of Roof-Top Equipment

All rooftop mechanical equipment shall be screened from public view through the use of parapets or enclosures that are equal to or greater than the height of the equipment to be screened. The parapet or enclosure shall be compatible with the overall architectural character and scale of the building.

Guideline: Mechanical screening techniques shall be used to provide additional visual interest at the roof level. Review of screening shall be conducted through an elevation view cross section.



Use of Bright or Intense Colors

Intense, bright, or fluorescent colors should not be used as the predominant color on any wall or roof of any primary or accessory structure.

Guideline: These colors may be used as building accent colors, but should generally not constitute more than 10 percent of the area of each elevation of a building.

These two buildings include bright colors that highlight architectural articulation.



Exterior Building Materials

Exterior building facades shall exhibit high levels of design, detailing, and material quality. A mix of high quality, compatible materials is strongly encouraged on all facades facing streets or other public spaces or areas.

Guideline: Buildings shall be constructed of durable, high-quality materials such as: brick, stone, architectural pre-cast concrete, architecturally cast concrete, cast stone, integrally colored split or ground face concrete masonry units, terra-cotta, stucco or EIFS (exterior insulated finishing system), architectural metal, integrally colored cement board siding, integrally colored composite rain screen panels, or any combination of the materials listed.

These buildings utilize a combination of a number of high-quality materials and detail elements.





Design of Medium and Large Format Retail Buildings

At least one side of the building shall be located adjacent to a public street and meet the setback requirements provided in the Mixed Use – City Centre zoning district.

All façades located adjacent to a public street shall be, or appear to be, a minimum of two stories in height. The second story façade shall, at a minimum, include spandrel glass windows with architecturally appropriate sills, trim and mullions.

Ground floor facades adjacent to public streets shall have display windows, entry areas, awnings, and other similar pedestrian-oriented design elements along no less than 70 percent of the façade length.

Guideline: Medium to large format, or “big box” retail buildings, (7,000+ sqft) shall respect the pedestrian environment. The buildings shall contain architectural details consistent with pedestrian-friendly building design.

This large format retail building integrates well with the surrounding two story buildings.



This single-story large format retail building appears to be multi-story, is located adjacent to the street, and has facades that contain display windows and pedestrian-scale construction material.



The look of this large format retail building is broken up by the smaller format retail buildings in front of it.



4. Urban Design

Urban design encompasses the various ways that buildings and development interact with the public realm. The intent of urban design as it relates to the Mixed Use – City Centre district is to create a pedestrian-friendly environment that connects a mix of land use types to one another, as well as to other parts of the community, including Civic Center Park.

Drive-Through Windows

Drive-through windows shall not face public streets. Drive-through lanes shall not be allowed in the area between a building and a public street.

Guideline: Drive-through windows and drive lanes shall have a minimal impact on the pedestrian environment. Windows shall be located on the side or rear of a building, or hidden from the street by an extension of the building or low screen wall. Drive-through lanes shall be located on no more than two sides of a building.

Building Step-Backs

Building step-backs are permitted above the second floor of any building or structure.

Guideline: Building step-backs should be used to create visual interest in the building, and to provide sunlight to the pedestrian environment where appropriate.

This building includes step-backs at various levels.



This building incorporates numerous step-backs.

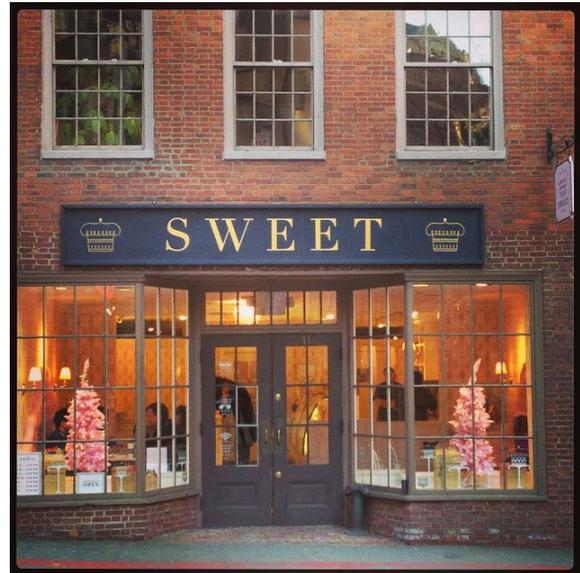


Building Entrances

All buildings and ground floor users shall provide a primary entrance that either faces an adjacent public or private street or is placed at an angle of up to 45 degrees from an adjacent street, measured from the street property line.

Guideline: Building entries shall be designed to encourage pedestrian activity along street frontages rather than within parking lots.

Building entrances for office and retail uses should have direct interaction with the street frontages, rather than parking areas, to encourage pedestrian traffic.



This building has a corner entrance, drawing pedestrian traffic from both streets.



Parking Lot Location/Screening

All surface off-street parking lots shall be primarily located behind buildings that face on a public street and be accessed by an alley or short driveway located between buildings. Where surface parking is located adjacent to a public or private street, landscaping or a low screen wall providing screening to a height of 36 inches shall be provided.

Guideline: Pedestrian interaction with parked vehicles shall be minimized to the greatest extent possible with parking lots located behind buildings. The use of high quality masonry walls and/or shrub landscaping provides the most appropriate screening when the parking lot does abut the sidewalk.

These are examples of a mixture of vegetative screening for surface parking lots. Note that the mixture provides both screening at various heights.



Screening of Service Areas

Loading docks and all other service areas shall be fully screened from view by walls.

Guideline: Loading and service areas should not be visible from any areas primarily used by the public. Loading areas should be concentrated in common courts to minimize visual impacts.

Guideline: Roof structures should be used to screen docks and trash enclosures. The roof structures should match the materials and colors prevalent on the primary building to which it is attached.

This service area has been located completely within the building it serves.



5. Sidewalks and Plazas

Sidewalks and plazas are key features in pedestrian-friendly, urban environments. Sidewalks, separated from auto traffic lanes by street trees and tree lawns, should connect the surrounding uses. Plazas and public open spaces should be used to create nodes of pedestrian activity.

Sidewalk Design Adjacent to Local and Private Streets

Sidewalks adjacent to local and private streets shall be five feet in width and separated from the curb by a six-foot wide tree lawn.

Guideline: Sidewalks adjacent to local and private streets should be designed to be as pedestrian-friendly as possible, through the use of landscape materials between the sidewalk and back-of-curb.



Open Space and Plaza Design

Open space within the La Vista City Centre Redevelopment Area is required to be provided as public plazas, pocket parks, roof top gardens, or courtyards.

All open space shall be accessible to users of the building(s) and be improved with seating, plantings, and amenities. Open space areas should be visible from adjacent streets or pedestrian areas to the greatest extent possible.

Guideline: Open space should be used as an urban design element wherever possible. Open space and plaza areas shall contain a mix of pedestrian amenities, such as water features, benches, and shade structures.

This plaza utilizes abundant seating, along with a mixture of levels of shade, while preserving the view.



The next two plazas utilize unique seating, lighting, and shade structures.



6. Connectivity

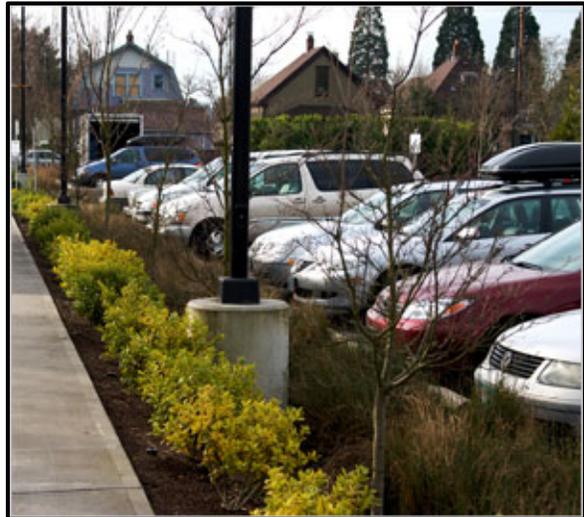
Development within the La Vista City Centre Redevelopment Area shall be integrated with the surrounding community, be easily accessible and have a coherent and well-designed internal circulation system for a variety of travel options. Connectivity shall take in to account pedestrians and cyclists, and minimize the impact of the automobile wherever possible.

Pedestrian Ways Through Parking Lots

Wherever possible, sidewalks through surface parking areas should be located within landscape islands. In any case, each point at which the system of sidewalks must cross a parking lot or internal street or driveway to make a required connection shall be clearly marked through the use of a change in paving materials, height, or distinctive color.

Guideline: Pedestrian walkways should be separated from vehicle drive lanes wherever possible. Landscaping should be used to buffer pedestrians from motor vehicles. Where pedestrians must cross drive lanes, it should be clear that they have priority.

This photo illustrates how pedestrian walkways can be separated from parking areas and drive lanes through the use of landscaping.



This photo illustrates how a change in paving material can clearly mark the pedestrian route through a parking area.



Connections to External Sidewalks and Open Space

External walk connections are required to provide direct access from all buildings on the site to existing or planned sidewalks, adjacent multi-use trails, parks, and greenways.

Guideline: Provide connections to adjacent sidewalks and open space corridors wherever possible. The connections should be direct, have an appropriate width, and be well lit at night.

This walkway provides a direct connection between the parking located behind the buildings and the sidewalk along the storefronts.



This photo illustrates a pedestrian route between buildings that utilizes pavers, plantings, and seating to soften the feel of the route between the buildings.



7. Parking

Parking, and the visual impact of large surface lots, should be minimized within the La Vista City Centre Redevelopment Area. Shared parking shall be permitted and is encouraged.

Bicycle Parking

Bicycle parking is required for development within the La Vista City Centre Redevelopment Area to encourage the use of this mode of transportation.

Guideline: Bicycle parking shall be located in safe and convenient locations adjacent to buildings or in a central location for multi- building developments. Short term bicycle parking should be located no more than 50 feet from the principal building entrance.

This bicycle rack is located adjacent to the building entrance.



This rack is also close to the main entrance.

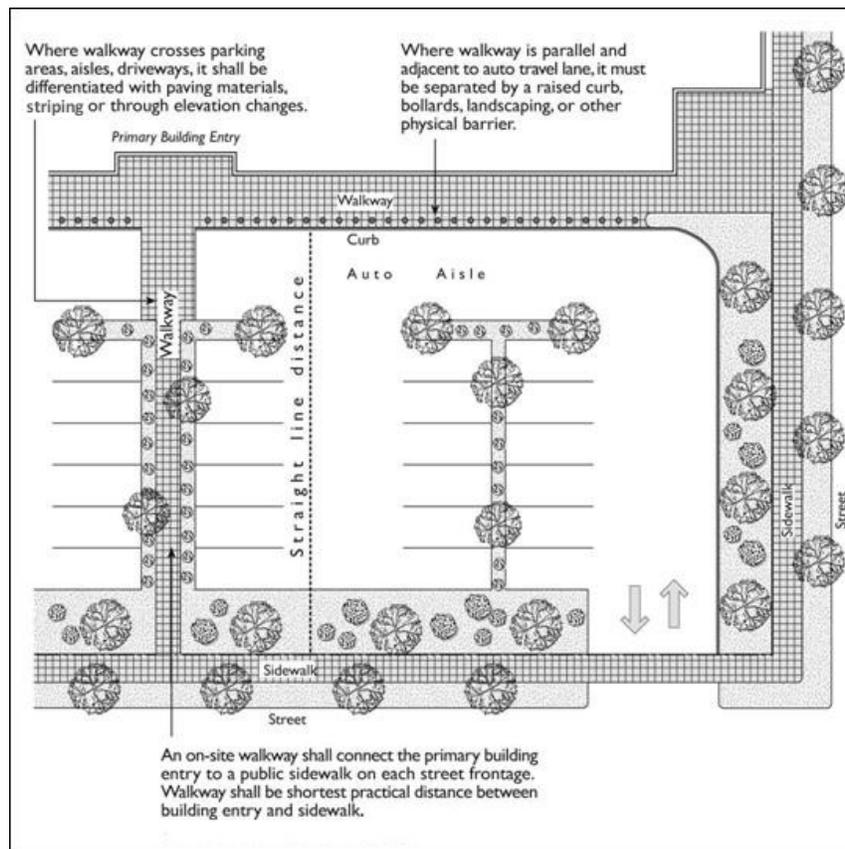


Off-Street Surface Parking

All surface off-street parking should be primarily located behind buildings that face on a public street and be accessed by an alley or short driveway located between buildings. Pedestrian paths shall be clearly delimited through striping or changes in color or material type.

At least 10 percent of the area of surface parking lots shall include trees and shrubs.

Guideline: Off-street parking areas shall be screened from the view of public streets to the greatest extent possible. Surface parking areas shall use landscaping and pedestrian walkways to divide the lot into smaller modules.



This illustration indicates an appropriate parking lot configuration.

On-Street Parking

On-street parking shall be provided where permitted by the City of La Vista.

Guideline: On-street parking shall be provided wherever possible. On-street parking provides a buffer between pedestrians and through traffic lanes and indicates activity, while also providing convenient parking directly in front of businesses.

On-street parking provides convenient short-term opportunities directly in front of businesses.



On-street parking should always be provided in residential areas for convenient guest parking.



8. Signs

Signs along commercial frontages shall be clear, informative to the public and durable. Signs shall be scaled to the pedestrian-oriented nature of the La Vista City Centre Redevelopment Area.

Wall Signs

Wall signs are permitted within the area between the second floor line and the first floor ceiling, within a horizontal band not to exceed 42 inches in height. The horizontal band shall be between 12 and 18 feet above the adjacent sidewalk. The total length of wall signage shall not exceed 70 percent of the frontage associated with the use.

Guideline: Wall signs shall be designed to complement the architecture to which they are attached. Signs shall reflect the scale of the building, while also creatively identifying the business.

These are examples of appropriately scaled and designed wall signs.





Projecting Signs

Each use in a building shall be allowed one projecting sign for each street frontage. The sign shall not exceed 12 square feet per face, not project more than four feet, and have a minimum clearance of 10 feet above the adjacent sidewalk. Projecting signs may include three-dimensional logos.

Guideline: Projecting signs create better visibility for pedestrians on the sidewalk than other sign types. This type of sign should be encouraged throughout the La Vista City Centre Redevelopment Area.

The variety of design in the projecting signs provides visual interest.



These projecting signs incorporate interesting brackets.





Awning Signs

Each use shall be allowed one sign per awning associated with the use. Signage is allowed only on the vertical front portion of the awning, except that graphical logos shall be allowed on the slanted portion. Letters shall not exceed 8 inches in height, and logos shall not exceed 10 percent of the sloped awning panel area.

Guideline: Awning signs should be encouraged for all retail spaces. Awning signs should be unique to each business or use.

These images of awnings identify the business, as well as the services and products provided.



Monument Signs

Monument signs shall be compatible with the architecture of the building to which it is associated.

Guideline: The use of monument signs should be limited to major arterial streets. However, when they are utilized they should be low profile and be compatible with the architecture of the buildings to which they are associated.

9. Lighting

Vehicular and pedestrian lighting shall be provided throughout all vehicular and pedestrian circulation areas to promote safety and walkability.

Pedestrian Lighting

Sidewalks, internal pedestrian paths, and bicycle paths shall be lit with full cutoff lighting fixtures no more than 16 feet tall and providing consistent illumination.

Guideline: Pedestrian lighting shall be human-scaled and also reflect the overall character or design of the project to which it is associated.

Parking Lot Lighting

On-site street and parking areas shall be lit with full cutoff type lighting fixtures with a maximum height of 25 feet.

Guideline: Parking lot lighting should be integrated into landscape islands wherever possible, and should be compatible with the overall design of the associated project.

Building Lighting

Building lighting should be full cutoff fixtures and should reflect the architectural characteristics of the overall building.

Guideline: Building lighting should complement the overall building architecture in design and nighttime illumination. Building lighting should also be used to light pedestrian ways adjacent to the building.

This building uses up-lighting to accentuate the architectural characteristics of the building as well as to light pedestrian entrance points to the building.



This building also uses up-lighting to accentuate the architectural characteristics of the building at night.



This building utilizes up-lighting, under-eave lighting, and clear-story lighting to provide a nighttime setting for the building.



10. Pedestrian Amenities

Public sidewalks and areas within the La Vista City Centre Redevelopment Area shall be enhanced with decorative pavement treatments, ornamental street lighting, streetscape furnishings, and public art as part of the design and experience of the area.

Seating

Convenient and attractive seating shall be provided wherever appropriate to enhance the pedestrian environment.

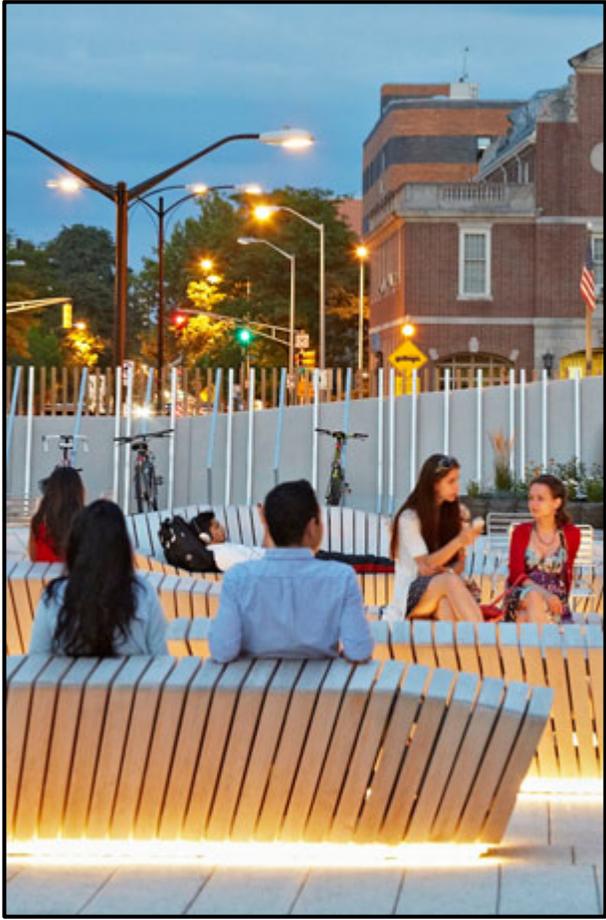
Guideline: Seating areas shall be included as part of the overall development to provide places for pedestrians to rest and “people-watch.”

Example of convenient and attractive seating options.



Examples of clusters of seating in a comfortable atmosphere.





Planters and Tree Grates

Planters, decorative tree grates, and other landscape-associated amenities shall be provided to enhance the pedestrian environment.

Guideline: Use decorative and landscape-related items to enhance the pedestrian environment, as well as the environments along streets, and adjacent to building and parking areas.

Decorative planters can improve the sidewalk appearance.



An example of a decorative tree grate.



Another example of a decorative tree grate.



Public Art

Public art should be provided to strengthen the community and cultural identity within the City Centre area, while also enhancing the streetscape.

Guideline: Public art should be integrated into the design of transit and parking facilities, streetscape improvements, and outdoor environments associated with new development projects.

This large example of public art is notable and can provide a commonly known point of gathering.



This example of public art also acts as a bike rack.



Here a pedestrian bridge is enhanced with public art.



11. MAINTENANCE—PLANNING AND DESIGN FACTORS

- A.** Continued good appearance depends upon the extent and quality of maintenance. The choice of materials and their use, together with the types of finishes and other protective measures, must be conducive to easy maintenance and upkeep.
- B.** Materials and finishes shall be selected for their durability and wear as well as for their beauty. Proper measures and devices shall be incorporated into the design for protection against the elements, neglect, damage, and abuse.
- C.** If prefinished metal is allowed, TNEMEC coated metal, or approved equal is required.

12. FACTORS FOR EVALUATION

The following factors and characteristics, which affect the appearance of the development, will govern the evaluation of a design submission:

- A.** Conformance to ordinances and this Design Guideline
- B.** Logic of design
- C.** Exterior space utilization
- D.** Architectural character
- E.** Appealing as to form, character, and design
- F.** Material selection
- G.** Harmony and compatibility
- H.** Circulation-vehicular and pedestrian
- I.** Maintenance aspects
- J.** Pedestrian scale

13. RESUBMITTAL REQUIREMENTS

After the initial submittal, digital submissions are acceptable, with the exception of material and color samples. A final hard copy submittal in 11" x 17" format shall be required after final approval.

14. APPROVAL OF CHANGES AFTER DESIGN ACCEPTANCE

It is the owner's responsibility to point out and submit any exterior modifications that are proposed between design acceptance and completion of construction to assure timely issuance of a Certificate of Occupancy.

15. PROCESS

PRE-APPLICATION CONFERENCE:

A pre-application conference with city staff and the city's design review architect is required and gives the applicant an opportunity to discuss plans before a great deal of time or money is expended. If a certain design is inappropriate, the applicant will know after the pre-application conference.

APPLICATION FOR DESIGN REVIEW:

The applicant needs to fill out the "Application for Design Review" and submit it along with the required submittals. A listing of required submittals is included as part of the application form. The application fee required for this submittal shall be in accordance with La Vista's Master Fee Schedule.

DESIGN REVIEW:

The City of La Vista staff in association with the city design review architect will review the submittal documents for compliance with the La Vista City Centre Redevelopment Area Design Guidelines and the pre-application conference.

SCHEDULE OF REVIEWS:

A completed application will take approximately three weeks to review. Incomplete applications may cause a delay. Additional reviews will be necessary for all revised submittals until a Certificate of Approval is issued.

CERTIFICATE OF APPROVAL:

Upon a successful review the City of La Vista will issue to the applicant a Certificate of Approval. A copy of this document will need to be included with the Building Permit documents in order to receive a Building Permit.

APPEALS:

In the event where the applicant and the City cannot come to an agreement within 180 days of initial application submission, the applicant may request a meeting with the City Administrator regarding an appeal to the City Council.

OCCUPANCY PERMIT:

After the building permit is issued, all design requirements must be completed as approved in order for a Certificate of Occupancy to be issued for the building.

MAINTENANCE OF DESIGN REQUIREMENTS:

The applicant needs to maintain the design requirements for the life of the project. In the event that they fail to do so, the City may revoke the Certificate of Occupancy.

Exhibit "A"

Master Streetscape Plan

(Under Review)

EXHIBIT H
EQUAL OPPORTUNITY CLAUSE

EQUAL OPPORTUNITY CLAUSE

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

**CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT FOR PRE-DEMOLITION INSPECTIONS 84 TH STREET REDEVELOPMENT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared pursuant to the Agreement between the City and Agency authorizing the execution of a Professional Services Agreement with Terracon Consultants, Inc. (Consultant) to provide pre-demolition inspection services of buildings pursuant to Demolition and Site Preparation or related work in the 84th Street Redevelopment Area. This is a portion of CIP Project No. CD-14-002 and is part of the effort to eliminate the substandard and blighted 84th Street Redevelopment Area. The agreement establishes a lump sum fee of \$8,150.00 for these professional consulting services.

FISCAL IMPACT

The FY 2016 Capital Improvement Program provides funding for Project CD-14-002. This contract would be only one element contained within that funding.

RECOMMENDATION

Approval

BACKGROUND

The City and Agency entered an Agreement for the Agency to be the lead agent and City to pay for Demolition and Site Preparation pursuant to the Redevelopment Plan for the 84th Street Redevelopment Area, as amended from time to time. The City Engineer, as the project manager, sent a Request for Proposals to four environmental consulting firms that provide the necessary services. Three firms responded and all provided evidence of adequate skills and certifications to perform the requested inspections. Therefore, the selection was made based on costs. The lowest cost was proposed by Terracon Consultants, Inc. Companies submitting proposals and fees are summarized as follows:

Terracon Consultants, Inc.	\$8,150.00
AMI Group, Inc.	\$8,620.00
B2 Environmental, Inc.	\$9,250.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC. TO PROVIDE PRE-DEMOLITION INSPECTION SERVICES OF BUILDINGS PURSUANT TO DEMOLITION AND SITE PREPARATION OR RELATED WORK IN THE 84TH STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$8,150.00.

WHEREAS, the Community Development Agency ("Agency") consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and

WHEREAS, The City Council, upon recommendation of the Agency and Planning Commission, on July 16, 2013 approved a Redevelopment Plan for the 84th Street Redevelopment Area, which included an Initial Redevelopment Project and demolition, clearance, preparation, improvement, or disposal of the Initial Redevelopment Project Area or improvements thereon to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan ("Demolition and Site Preparation"); and

WHEREAS, the City Council acting as the La Vista Community Development Agency desires to approve and enter into a professional services agreement with Terracon Consultants, Inc. to provide pre-demolition inspection services of buildings pursuant to demolition and site preparation or related work in the 84th street redevelopment area.

NOW THEREFORE, BE IT RESOLVED that the City Council acting as the La Vista Community Development Agency hereby approves the Agreement presented with this Resolution.

BE IT FURTHER RESOLVED that the City Administrator on behalf of the Agency, is authorized to execute the Agreement; and the City Administrator or her designee, to include the City Engineer, is authorized to take such further actions as she or he determines necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 2ND DAY OF AUGUST, 2016.

LA VISTA COMMUNITY DEVELOPMENT
AGENCY

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, CMC
City Clerk



July 18, 2016

Mr. John Kottmann
City Engineer
City of LaVista
9900 Porrtal Road
LaVista, NE 68128

RE: LETTER OF INTENT
Proposal for Pre-Demolition Environmental Inspection
& Testing Services
Brentwood Crossing Shopping Center
Multiple Buildings
LaVista, Nebraska
Terracon Proposal No. P05167877

Dear Mr. Kottmann:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide Pre-Demolition Asbestos and Lead-based paint (LBP) survey and hazardous building materials assessment services for the buildings comprising the Brentwood Crossing Shopping Center site, as indicated in the Request for Proposal (RFP) documents.

This Letter of Intent indicates our intention to provide the requested inspection and testing services in accordance with the requirements provided in the RFP documents.

A. CONTACT INFORMATION

The point of contacts for this project are listed below

Primary:

Steve Hudson

Sr. Project Industrial Hygienist

D: (402)670-3842

Steve.Hudson@terracon.com

Secondary:

Jon Fannon

Environmental Services Manager

D: (402)670-3840

Jon.Fannon@terracon.com

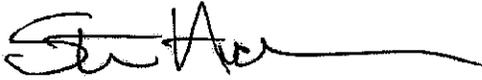
**Proposal for Pre-Demolition Environmental Hazards
Inspection Services**
Brentwood Crossing Shopping Center ■ LaVista, Nebraska
July 18, 2016 ■ Terracon Proposal No. P05167877

Terracon

We appreciate the opportunity to submit this proposal to conduct environmental hazards inspection and testing services. Please call us at 402.330.2202 if you have questions regarding this proposal.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read "Steve Hudson", with a long horizontal flourish extending to the right.

Steve Hudson, MS, CIEC
Sr. Project Industrial Hygienist

PROPOSAL

A. PROJECT UNDERSTANDING

Terracon understands the client requests these services prior to demolition of the existing structures at the Brentwood Crossing Shopping Center.

The purpose of our services is to assess the building for Asbestos, LBP, and Mercury and other potential hazardous materials that would need to be remediated prior to building demolition. Inspection services will include the interior and exterior of multiple structures at the project site, as identified in the RFP documents.

Services will be conducted in accordance with ASTM standards and State of Nebraska and US EPA requirements for Pre-Demolition Inspection Services. Inspection services will be performed by State of Nebraska certified Asbestos Building Inspectors and Lead-Based Paint Inspectors / Risk Assessors.

B. APPROACH

Due to the large size of the project, Terracon will use a team approach in completing the scope of services or tasks identified below. Our State of NE certified environmental professionals will conduct tasks concurrently to speed up the turn-around time on sample collection and analysis.

Our specific scope of services are outlined below:

Task 1 – Asbestos Inspection & Testing Services

1. Conduct an inspection and bulk sampling of suspect asbestos containing interior and existing building materials.
2. Provide laboratory analysis of the collected bulk samples for asbestos.
3. Provide a technical report of the findings including sample results and approximate quantities and locations of asbestos-containing materials (ACM), as applicable.

Task 2 – Lead-Based Paint (LBP) Survey

1. Conduct a lead-based paint inspection using a portable x-ray fluorescence (XRF) analyzer to identify the presence of lead-based paint in interior and exterior surface coatings.
2. Provide a report of the findings, to include copies of XRF measurements and descriptions // locations of LBP containing surface coatings.

Task 3 –Mercury Inspection Services

1. Terracon will visually inspect for the presence of mercury containing switches and fluorescent lighting tubes within the structures.
2. Provide a technical report identifying the locations and quantities of mercury containing materials, as applicable.

Task 4 – PCB & Other Hazardous Materials Inspection Services

1. Terracon will visually inspect for the presence of PCB containing light ballasts and other potential hazardous materials present in the structures.
2. Provide a technical report identifying the locations and quantities of PCB and other identified hazardous containing materials, as applicable.

Key Understandings

- The services will be conducted by State of Nebraska-licensed Asbestos / Lead Building Inspectors.
- Inspection services will include interior and exterior surfaces and materials throughout the designated structures. Terracon will provide ladders / manlifts, as needed to safely access materials and areas for inspection.
- Inspection services will be conducted during normal business hours. Terracon understands that completed inspection reports are due to the City of LaVista prior to September 1, 2016.
- Only those samples with an asbestos content greater than one percent (>1%) are considered asbestos containing.

Proposal for Pre-Demolition Environmental Hazards

Inspection Services

Brentwood Crossing Shopping Center ■ LaVista, Nebraska

July 18, 2016 ■ Terracon Proposal No. P05167877



- Isolated damage to building materials will occur in the course of collecting the bulk samples for asbestos and will not be patched or repaired by Terracon. This will include damage to roofing materials as necessary to access and sample these materials.
- The analysis, comments, and recommendations presented in the technical report will be based on the information collected as discussed in this proposal. When requested by the client, Terracon may provide oral information prior to completing the technical report. Terracon does not, however, recommend sole reliance on oral information regarding the presence or absence of recognized environmental conditions. Due to time constraints, oral information may be based upon limited incomplete information and data evaluation. Consequently, the content of the written report takes precedence over any variation from prior reported oral information.

The client will provide the following items:

- The right of entry to conduct the services.
- Any restrictions or special requirements regarding the site must be made known to Terracon prior to commencing the services.
- If available, drawings or plans of each building's layout (floor plan) prior to the start of our services.
- Notification to occupants if the building is occupied and in use at the time the services are conducted.

C. SIMILAR PROJECT EXPERIENCE

Following are references to completed projects of similar size and scope.

1 Environmental Pre-Demolition Hazardous Materials Survey – Multiple Structures, Downtown Omaha, NE

Description: Terracon completed pre-demolition environmental inspections of multiple residential structures and a large commercial shopping strip mall at 33rd & Cummings Streets prior to construction of a new medical facility. Inspection work was completed in an abbreviated timeframe in order to meet construction deadlines.

Completed: January, 2015

Cost: \$2,100.00

Client: Mr. Ryan Sawall, PE McCarthy Construction

rsawall@mccarthy.com

D: (402)889-8678

2 Asbestos Building Inspections – Multiple Buildings, Omaha, NE

Description: Through an annual on-call environmental services agreement with Omaha Public Schools Terracon provides asbestos and lead-based paint testing services in various school buildings prior to renovation or demolition activities.

Completed: 2015

Cost: \$30,000 - annual

Client: Ms. Shelley Bengtson, Environmental Specialist

Omaha Public Schools

sbengtson@ops.org

D: (402)557-2800

3 Asbestos & Lead-Based Paint Testing Services – Fire Damaged Structure, Downtown Omaha, NE

Description: Terracon completed asbestos and lead-based paint inspection and testing services for a 5-story residential structure damaged as part of the M's Pub fire in downtown, Omaha, NE. Inspections were completed on an expedited turn-around in order to commence restoration activities.

Completed: March, 2016

Cost: \$3,500.00

Client: Ms. Marsha Congdon Building Homeowners Association

mbcongdon@msn.com

D: (218)234-6800

4 *Asbestos & Lead-Based Paint Testing Services – Multiple Structures, Vermillion, SD*

Description: Terracon has completed asbestos and lead-based paint inspections and testing of multiple buildings throughout the campus prior to renovation and demolition activities. Services are provided on an on-call basis.

Completed: 2015

Cost: \$5,000.00

Client: Ms. Cathy Wagner, PE
University of South Dakota
cawagner@USD.edu
D: (605)677-6319

D. KEY PERSONNEL

Following is a list of Key Personnel anticipated to provide inspection services as part of this project.

Steve Hudson – Sr. Project Manager

Steve is a State of Nebraska / USEPA licensed asbestos building inspector and lead inspector / risk assessor. Steve has over 23 years experience conducting asbestos and lead-based paint building inspections.

Jon Fannon – Project Manager

Jon is a State of Nebraska / USEPA licensed asbestos building inspector and lead inspector / risk assessor. Jon has over 26 years experience conducting asbestos and lead-based paint building inspections.

Phil Thomas – Environmental Technician

Phil is a State of Nebraska / USEPA licensed asbestos building inspector and lead inspector / risk assessor. Phil has over 14 years experience conducting asbestos and lead-based paint building inspections.

E. COMPENSATION

Task One – Asbestos Inspection	\$5,700.00
Task Two – Lead-Based Paint Inspection	\$1,750.00
Task Three – Mercury Inspection.....	\$350.00
Task Four – Other Hazardous Materials Inspection	\$350.00
TOTAL	\$8,150.00

Should conditions be encountered that require additional services beyond the SCOPE OF SERVICES identified in this proposal, we will contact you prior to initiating such services, explain the situation, and negotiate additional costs beyond those proposed herein.

**Proposal for Pre-Demolition Environmental Hazards
Inspection Services**
Brentwood Crossing Shopping Center ■ LaVista, Nebraska
July 18, 2016 ■ Terracon Proposal No. P05167877

Terracon

F. INSURANCE

A copy of our certificate of insurance coverages is attached.

We appreciate the opportunity to submit this proposal to conduct environmental hazards inspection and testing services. Please call us at 402.330.2202 if you have questions regarding this proposal.

Sincerely,

Terracon Consultants, Inc.



Steve Hudson, MS, CIEC
Sr. Project Industrial Hygienist

Attachment: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)
12/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1312891 TERRACON CONSULTANTS, INC. 18001 W. 106TH STREET, SUITE 300 OLATHE KS 66061	INSURER A: Travelers Property Casualty Co of America NAIC # 25674	
	INSURER B: The Travelers Indemnity Company 25658	
	INSURER C: Lexington Insurance Company 19437	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES MAIN **CERTIFICATE NUMBER:** 11281774 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTR'L LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	TC2J-GLSA-1118L293	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	TC2J-CAP-131J3858 TJBAP131J3895	1/1/2016 1/1/2016	1/1/2017 1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED: RETENTION \$	N	N	ZUP-91M46583	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TRKUB131J384615 (AZ,MA,WI) TC2KUB131J374215 (AOS) TC2KUB131J374215 (CA)	1/1/2016 1/1/2016 1/1/2016	1/1/2017 1/1/2017 1/1/2017	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2016	1/1/2017	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 FOR INFORMATIONAL PURPOSES ONLY, EXCESS LIABILITY SITS ON TOP OF GENERAL, AUTO AND EMPLOYER'S LIABILITY.

CERTIFICATE HOLDER

11281774
SAMPLE CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Agnello

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**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1 AUTHORIZATION THOMPSON CREEK WATERSHED RESTORATION-PLANTING PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the City Administrator to sign Amendment No. 1 to a Professional Services Agreement on behalf of the City of La Vista with RDG Planning & Design (RDG) to provide additional professional design services for the Thompson Creek Watershed Restoration project in an amount not to exceed \$4,400.00.

FISCAL IMPACT

Funding for these services is proposed to come from the Other Professional Services item in the Community Development budget. The negotiated fee is based on a lump sum item for services to be performed by RDG Planning & Design.

RECOMMENDATION

Approval

BACKGROUND

An Open House for citizens living along the Thompson Creek Channel Rehabilitation project was held in July of 2015. Attendance at the Open House was sparse. Subsequently it was determined to prepare and send a mailing of the planting plan along with a survey questionnaire in the fall of 2015. That effort resulted in some additional citizen response. Several citizens have been very vocal about the need for plantings along Thompson Creek. Staff is in agreement that plantings along the private property rear property lines are needed. The original planting plan by RDG needs to be modified to address only the plantings on private property as a separate bid package and to incorporate comments received from property owners that wanted different plantings than initially proposed. The original agreement with RDG anticipated only one planting plan for public and private properties combined. The proposed Amendment No. 1 provides for the additional services to have separate planting plans and to make revisions based on citizen input. RDG has been involved in the Civic Park Masterplan and has been a sub-consultant in the Thompson Creek Watershed Restoration project to date. Their previous involvement allows for continuity of the design parameters and development of a plan consistent with overall park plans for the City.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AN AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES WITH RDG PLANNING & DESIGN, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$4,400.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional professional design services for the Thompson Creek Watershed Restoration project are necessary; and

WHEREAS, The FY16 General Fund Budget contains fund for the proposed expense; 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 expenditure over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve an amendment to the agreement and authorize the City Administrator to execute said agreement for additional professional services with RDG., Omaha Nebraska in an amount not to exceed \$4,400.

PASSED AND APPROVED THIS 2ND DAY OF AUGUST, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

AIA document B101, amendment #1

Standard Form of Agreement Between Owner and Architect
 dated March 16, 2015 between **City of LaVista** and **RDG IA Inc**
 The Agreement provides for professional design services for the following project:
City of LaVista NE – Thompson Creek Plant

Date of this Amendment: 7-13-2016

RDG Project No.: 2011.519.05

File No.: 10.1

1. **DESCRIPTION AND SCOPE OF AMENDED SERVICES:** The Architect's Basic Services shall be amended to include the following:
 - 1.1. Construction documentation for tree and shrub plantings on private property only.
2. **CONSTRUCTION COST:** The Owner's Construction Cost budget shall be amended in conformance with the amended scope of services as follows:
 - 2.1. N/A
3. **SCHEDULE:** The schedule previously established for the Project shall be amended in conformance with the amended scope of services as follows:
 - 3.1. N/A
4. **COMPENSATION:** For the amended services and conditions described herein, compensation shall be modified as follows:
 - 4.1. _____

Basic Compensation per original Agreement	\$ 15,690.00
Amendment No. <u>1</u>	\$ 4,400.00

Total Amended Compensation:	\$ 20,090.00
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5. **OTHER CONDITIONS:** All conditions of the original Agreement shall apply to this Amendment unless specifically stated below:
 - 5.1. N/A

This Amendment entered into as of the day and year as first written above.

OWNER: City of LaVista

ARCHITECT: RDG IA Inc

 (signature)

 (signature)

Brenda Gunn, City Administrator
 (printed name and title)

Patrick F. Dunn, PLA - Principal
 (printed name and title)



AIA document B101, amendment #1

Standard Form of Agreement Between Owner and Architect
 dated March 16, 2015 between **City of LaVista** and **RDG IA Inc**
 The Agreement provides for professional design services for the following project:
City of LaVista NE – Thompson Creek Plant

Date of this Amendment: 7-13-2016

RDG Project No.: 2011.519.05

File No.: 10.1

1. **DESCRIPTION AND SCOPE OF AMENDED SERVICES:** The Architect's Basic Services shall be amended to include the following:
 - 1.1. Construction documentation for tree and shrub plantings on private property only.
2. **CONSTRUCTION COST:** The Owner's Construction Cost budget shall be amended in conformance with the amended scope of services as follows:
 - 2.1. N/A
3. **SCHEDULE:** The schedule previously established for the Project shall be amended in conformance with the amended scope of services as follows:
 - 3.1. N/A
4. **COMPENSATION:** For the amended services and conditions described herein, compensation shall be modified as follows:
 - 4.1. _____

Basic Compensation per original Agreement	\$ 15,690.00
Amendment No. <u>1</u>	\$ 4,400.00

Total Amended Compensation:	\$ 20,090.00
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5. **OTHER CONDITIONS:** All conditions of the original Agreement shall apply to this Amendment unless specifically stated below:
 - 5.1. N/A

This Amendment entered into as of the day and year as first written above.

OWNER: City of LaVista

ARCHITECT: RDG IA Inc

 (signature)

Brenda Gunn, City Administrator
 (printed name and title)

 (signature)

Patick F. Dunn, PLA - Principal
 (printed name and title)



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
REQUEST FOR PROPOSALS – 72 ND & THOMPSON CREEK CULVERT REHABILITATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the request for proposals for trenchless rehabilitation of the 120-inch diameter culvert that conveys Thompson Creek under 72nd Street.

FISCAL IMPACT

This project is not currently listed in the CIP. The unexpected increase in deterioration makes it urgent to undertake this work. Funding will come from City reserves. The funding source will be sales tax.

RECOMMENDATION

Approval

BACKGROUND

The culvert is nearly 50 years old and is suffering from corrosion and physical distress. Recent advancement of deterioration has made it urgent to rehabilitate the culvert to extend its life.

Thompson, Dreesen & Dorner, Inc. (TD2) has prepared a Request for Proposals outlining basic conditions and expectations. The request allows contractors to propose specific rehabilitation methods and materials and to identify life expectancies of the proposed rehabilitation. Selection of a contractor will take into consideration the history of the proposed method, the life expectancy, the suitability of the solution for the conditions as well as the initial costs. The Engineer's Opinion of the Probable Costs of construction and engineering services is \$200,000. The following schedule is suggested:

- Publish Notice to Contractors August 10 and August 17, 2016
- Non-Mandatory Pre-Bid Meeting August 18, 2016 at 1:30 pm at job site
- Open Bids August 26, 2016 at 10:00 am at City Hall
- City Council Award Contract September 6, 2016

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR TRENCHLESS REHABILITATION OF A CULVERT THAT CONVEYS THOMPSON CREEK UNDER 72ND STREET.

WHEREAS, the Mayor and Council have determined that rehabilitation of the 120 inch diameter culvert that conveys Thompson Creek under 72nd Street is necessary, and

WHEREAS, this Capital Improvement will be funded by sales tax as this is an urgent repair that is not in the current CIP budget; and

WHEREAS, Proposals will be due August 26, 2016 with the award of contract date of September 6, 2016;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for trenchless rehabilitation of the 120 inch diameter culvert that conveys Thompson Creek under 72nd Street.

PASSED AND APPROVED THIS 2ND DAY OF AUGUST, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

NOTICE TO CONTRACTORS

72ND STREET & THOMPSON CREEK CULVERT REHABILITATION CITY OF LA VISTA, NEBRASKA

Sealed proposals will be received by Pamela Bueche, City Clerk of the City of La Vista, at City Hall, 8116 Park View Boulevard, La Vista, Nebraska 68128, until August 26, 2016, at 10:00 A.M., for 72nd Street & Thompson Creek Culvert Rehabilitation, in and for said City according to the Request for Proposals now on file at the office of the City Clerk.

The extent of the work includes the installation of a trenchless rehabilitation liner system in an existing 120-inch diameter corrugated metal culvert that conveys Thompson Creek under 72nd Street.

A non-mandatory Pre-Bid on-site meeting will be held on August 18, 2016 at 1:30 pm. Prospective Bidders shall meet in the parking lot at the northwest corner of the intersection of 72nd Street and Park View Boulevard, La Vista, NE 68128. A tour of the site will be conducted to identify and clarify access, working conditions, construction items and other items related to performance of the work.

The Request for Proposal documents may be examined online at www.standardshare.com. Search for the project name in the Plan Room found at www.standardshare.com. Downloadable PDF files and hardcopy prints may be procured from StandardSHARE or the offices of Standard Digital Imaging: 4424 S. 108th St. / Omaha, NE 68137 / 402-592-1292. All costs associated with obtaining documents are the responsibility of the bidder and are non-refundable. Project documents may also be examined at the office of The City Clerk of the City of La Vista at City of La Vista City Hall, 8116 Park View Blvd., La Vista, NE 68128. In order to ensure bidders are aware of all issued documents pertaining to this opportunity – bids will only be accepted from those listed on the planholders list kept at the offices of Standard Digital Imaging / StandardSHARE.

All proposals must be submitted on the Proposal form prepared by the La Vista Public Works Department. This form is part of the documents that can be obtained at the StandardSHARE web site or offices.

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount not less than five (5) percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska, as security that the Bidder to whom the contract may be awarded will enter into a contract to perform the work in accordance with this Notice and other contract documents, and will furnish the required bonds in amount equal to 100% of the contract price.

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

No Bidder may withdraw his proposal for a period of thirty (30) days after the date set for the opening of bids. The City of La Vista, Nebraska reserves the right to reject any or all bids and to waive informalities.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
DISCUSSION: FIREWORKS	RESOLUTION ORDINANCE RECEIVE/FILE ◆ DISCUSSION	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

This item has been placed on the agenda for discussion subsequent to Council direction at the July 19, 2016 City Council meeting.

FISCAL IMPACT

N/A

RECOMMENDATION

N/A

BACKGROUND

The City Council has requested that a discussion on the sale and discharge of fireworks in the city be placed on the agenda. Below is a comparison of nearby and out-state dates/times of discharge:

La Vista	7 am-10 pm	June 25-July 2	7 am-11 pm on July 3- 4
Omaha	8 am-11 pm.	June 25-July 4	
Papillion	8am-10 pm	June 25-July 3	8 am-midnight on July 4
Bellevue	8 am-10 pm	June 25-July 3	8 am-midnight on July 4
Columbus	8am-10 pm	June 25-July 3	8 am-midnight on July 4
York	9am-11 pm	June 25-July 3	9 am-midnight on July 4
Grand Island	8am-10 pm	June 25-July 3	8 am-midnight on July 4

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 2, 2016 AGENDA**

Subject:	Type:	Submitted By:
DISCUSSION: NATIONAL CITIZEN SURVEY	RESOLUTION ORDINANCE RECEIVE/FILE ◆ DISCUSSION	JEFF CALENTINE ASSISTANT TO THE CITY ADMINISTRATOR

SYNOPSIS

This is a discussion item regarding the process and timeline for the National Citizen Survey.

FISCAL IMPACT

Funding is authorized for the survey in the FY16 Budget.

RECOMMENDATION

N/A

BACKGROUND

The National Citizen Survey provides staff and elected officials feedback from our citizens on how we are performing in a variety of areas. It also provides direction for allocation of City resources and future planning efforts