

# MINUTE RECORD

No. 729—REFFIELD & COMPANY, INC., OMAHA

## LA VISTA CITY COUNCIL MEETING November 17, 2009

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on November 17, 2009. Present were Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. Absent: Gowan. Also in attendance were City Attorney McKeon, City Engineer Kottmann, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Library Director Barcal, Police Chief Lausten, Fire Chief Uhl, Finance Director Lindberg, Recreation Director Stopak, Building and Grounds Director Archibald, and Public Works Director Soucie.

A notice of the meeting was given in advance thereof by publication in the Times on November 5, 2009. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order and led the audience in the pledge of allegiance.

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

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

### SERVICE AWARD – STACY CORBIT – 5 YEARS

Mayor Kindig presented a service award to Stacy Corbit for 5 years of service to the City.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF CITY COUNCIL MINUTES FROM NOVEMBER 3, 2009
3. APPROVAL OF PLANNING COMMISSION MINUTES FROM OCTOBER 22, 2009
4. PRELIMINARY MONTHLY FINANCIAL REPORT – OCTOBER 2009
5. APPROVAL OF CLAIMS

Councilmember Sell made a motion to approve the consent agenda. Seconded by Councilmember Carlisle. Councilmember Ellerbeck reviewed the claims for this period and reported that he found everything to be in order. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and, Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

ABE'S PORTABLES, Rentals	129.72
ADAMSON INDUSTRIES, Equipment	633.75
AMERICAN MARKING, Traffic Signs	131.88
ANN TROE, Printing	730.00
ARAMARK UNIFORM, Contract Services	244.98
ASI SIGN SYSTEMS, Signs	90.00
BADGER BODY, Winter Maintenance	189.05
BAKER & TAYLOR BOOKS, Books	83.46
BARRAZA, VINCE, Refund	157.16
BCDM-BERINGER CIACCIO DENNELL, Professional Services	1,028.42
BCR-BIBLIOGRAPHICAL, CD Rom	29.28
BENNETT REFRIGERATION, Bldg & Grnds	780.02
BENNINGTON EQUIPMENT, Vehicle Maint.	76.00
BENSON RECORDS, Contract Services	65.88
BETTER BUSINESS EQUIPMENT, Rentals	43.93
BIG RIG TRUCK ACCESSORIES, Vehicle Maint.	435.00
BLACK HILLS ENERGY, Utilities	3,327.88
BRAND, STEVEN, Travel	20.00
BRECI, SHALENE, Refund	94.29
BRENTWOOD AUTO WASH, Vehicle Maint.	102.00
BRUMMELS, JEREMIAH, Refund	78.58
BUETHE, PAM, Travel	50.05
BUILDERS SUPPLY, Bldg & Grnds	723.73

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BURT, STACIA, Training	40.00
CAMPBELL, JIM, Contract Services	31.00
CARDMEMBER SERVICE, Travel, Supplies, Training,	2,778.84
CELEBRITY HOMES, Refund	1,303.15
CITY OF OMAHA, Contract Services	615.13
CJ'S HOME CENTER, Bldg & Grnds, Winter Maint./Vehicle Maint.	963.54
COLBERT, BOB, Refund	30.00
COLOMBO/PHELPS COMPANY, Concessions	52.27
COMER, DELORES, Rescue Revenue	15.00
CORNHUSKER INTL, Vehicle Maint.	1,278.13
CUMMINS CENTRAL POWER, Contract Services	611.53
DANKO EMERGENCY EQUIPMENT, Vehicle Maint.	290.19
DATA TECHNOLOGIES, Contract Services	9,555.20
DAYSPRING PRINTING, Printing	825.00
DEAN, ERIN, Refund	30.00
DEETER FOUNDRY, Sewer Maint.	1,020.00
DUGGER, LISA, Refund	78.58
DULTMEIER SALES & SERVICE, Vehicle Maint.	22.85
ECABERT, JON, Refund	78.58
EDAW, 84th Street	21,986.35
FEAUTO, RYAN, Refund	78.58
FEDEX KINKO'S, Printing	55.50
FERRELLGAS, Utilities	168.33
FICK, AMANDA, Refund	78.58
FOSTER, TERRY, Travel	20.00
G I CLEANER & TAILORS, Uniform Cleaning	109.95
GRAINGER, Bldg & Grnds	437.18
GRAYBAR ELECTRIC, Bldg & Grnds	300.84
GREAT PLAINS ONE-CALL, Contract Services	249.22
GUNN, BRENDA, Travel	55.00
H W WILSON, Books	242.00
HANEY SHOE STORE, Wearing Apparel	120.00
HARBOR FREIGHT TOOLS, Winter Maint.	211.97
HEARTLAND SERVICES, Equip Repair	241.00
HELGET GAS, Squad Supplies	40.00
HERITAGE CRYSTAL CLEAN, Contract Services	193.25
HOST COFFEE, Concessions	40.00
HUSK, RYAN, Refund	78.58
IVESTER, STACI, Refund	78.58
J Q OFFICE EQUIPMENT, Supplies/Rental	297.68
JONES AUTOMOTIVE, Equipment	425.00
KIRSCHBAUM, PHILIP, Refund	78.58
LAUGHLIN, KATHLEEN, Payroll Withholding	809.00
LIFE ASSIST, Squad Supplies	184.71
LOGAN CONTRACTORS, Vehicle Maint./Street Maint.	2,513.35
LOU'S SPORTING GOODS, Supplies	112.19
LUNDY, TRISH, Refund	30.00
MALLARD SAND & GRAVEL, Winter Maint.	4,911.93
MAPA, Travel	70.00
MEADOWBROOK, Bond	100.00
METRO COUNT, Traffic Signs	384.00
MNJ TECHNOLOGIES DIRECT, Contract Services	776.35
MOQUIN, DAN, Refund	78.58
MULLEN & MULLEN, Sewer Connection Fee	10,960.00
NEBRASKA AIR FILTER, Bldg & Grnds	182.16
NEBRASKA CHAPTER APWA, Training	350.00
NEBRASKA LAW ENFORCEMENT, Travel	40.00
NEBRASKA TITLE, Land Deposit	5,000.00
NMC EXCHANGE, Scissors Lift, Supplies	7,831.48
NOHR, KRIS, Refund	95.00
NUTS AND BOLTS, Winter Maint.	93.17
OABR PRINT SHOP, Printing	770.75
OFFICE DEPOT, Supplies	714.08
OMAHA COMPOUND, Supplies	72.30
OMAHA WORLD HERALD, Legal Advertising	758.22
OMB EXPRESS, Wearing Apparel	99.97
OPPD, Utilities	40,438.27

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OSTRANSKY, KARA, Refund	35.00
PAPILLION LA VISTA SCHOOL DIST, Travel	200.00
PAPILLION SANITATION, Contract Services	378.91
PARAMOUNT LINEN & UNIFORM, Uniform Cleaning	208.73
PAYLESS, Supplies	445.85
PLUTA, DON, Travel	30.00
PRECISION INDUSTRIES, Vehicle Maint.	136.15
QUICK, TERRILYN, Travel	188.00
QUILL CORPORATION, Supplies	171.63
QWEST, Phones	134.06
RALSTON ADVERTISING, Supplies	234.08
RAMIREZ, JOHN, Contract Services	36.00
RAWLEY, TOM, Contract Services	18.00
RECORDED BOOKS, Media	96.74
RICHT, TREVOR, Contract Services	70.00
SAM'S CLUB, Supplies	358.09
SARPY COUNTY REGISTER OF DEEDS, Professional Services	21.00
SCARPA, DAN, Travel	20.00
SCHOLASTIC LIBRARY PUBLISHING, Books	165.10
SHENNUM, LAURA, Refund	30.00
SIMON, DON, Travel	245.00
SUN LIFE & HEALTH INSURANCE, Payroll Withholding	1,959.78
SUPERIOR SIGNALS, Vehicle Maint.	121.88
THOMPSON DREESSEN & DORNER, Professional Services	22,988.79
TORREZ, TONY, Refund	94.29
U S ASPHALT, Street Maint.	959.95
ULTRAMAX, Equipment	2,058.00
UNITED HEALTHCARE, Rescue Revenue	410.00
VELASQUEZ, ISIAH, Refund	78.58
VOGEL, PAUL, Refund	50.00
WASTE MANAGEMENT, Contract Services	782.91
WEMHOFF, LANCE, Contract Services	80.00

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Finance Director Lindberg updated Council on the first annual Citizen Shred Day at City Hall. Lindberg stated the three parks department employees were very helpful.

Police Chief Lausten informed Council of a burglary that happened last Wednesday on 74<sup>th</sup> Avenue. Firearms were stolen from the home. The grandson was involved in the burglary.

Public Works Director Soucie informed Council that the dead spruce tree on the golf course had been replaced. Soucie updated Council on the annual Fall Leaf Collection Day that was held on November 7<sup>th</sup>. Soucie informed Council the widening of the intersection at 60<sup>th</sup> and Harrison Street is completed and the intersection is open.

Building and Grounds Director Archibald informed Council the scissor lift that was approved by Council has been purchased. Archibald also informed Council that his department will be looking at a Cub Cadet utility vehicle which is similar to a gator.

## **B. ANNEXATION OF SANITARY AND IMPROVEMENT DISTRICT #59, SANITARY AND IMPROVEMENT DISTRICT #214, AND ADJOINING MISCELLANEOUS LOTS**

### **1. PUBLIC HEARING**

Community Development Director Birch informed Council of updates on Sanitary and Improvement District #59.

At 7:10 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the annexation of Sanitary and Improvement District #59, Sanitary and Improvement District #214, and adjoining miscellaneous lots.

At 7:11 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Quick. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and, Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

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## 2. ORDINANCE – SECOND READING

City Clerk Buethe read Ordinance No. 1107 entitled: AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (SID NO.59, OAKDALE PARK, BROOK VALLEY BUSINESS PARKS, AND SID NO. 214, PAPIO VALLEY 1 AND 2 BUSINESS PARKS, SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, AND CERTAIN ADJACENT LAND; TAX LOT 6B LOCATED IN SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 8 LOCATED IN SECTION 18, T14N, R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 6C1 LOCATED IN SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 15 AND VAC ROW ADJ LOCATED IN SECTION 18, T14N R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 13 LOCATED IN SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 14 LOCATED IN SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA; AND PORTIONS OF ANY ADJOINING STREET RIGHT-OF-WAY), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF. Said ordinance was read by title.

Councilmember Carlisle made a motion to approve Ordinance No. 1107 on its second reading and pass it on to a third and final reading. Seconded by Councilmember Sheehan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

## C. ORDINANCE – AMENDING SECTION 34.02 OF THE LA VISTA MUNICIPAL CODE (TABLED FROM 11/3/09 MEETING)

Councilmember Carlisle introduced Ordinance No. 1110 entitled: A AN ORDINANCE TO AMEND SECTION 34.02 OF THE LA VISTA MUNICIPAL CODE PERTAINING TO THE POSITION OF FIRE CHIEF AND ASSISTANTS; TO REPEAL SECTION 34.02 AS PREVIOUSLY ENACTED, TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Carlisle moved that the statutory rule requiring reading on three different days be suspended. Councilmember Quick seconded the motion to suspend the rules and upon roll call vote on the motion the following Councilmembers voted aye: Sell, Ronan, Quick, Carlisle, Crawford, and Ellerbeck. The following voted nay: Sheehan. The following were absent: Gowan. 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 Ellerbeck moved for final passage of the ordinance which motion was seconded by Councilmember Quick. Volunteer Firefighter Joe Juarez addressed Council to ask that election process not be changed to appointment. He stated the "old way" has worked for many years. Training Officer Melanie Smith addressed Council to state that she has been an officer for five years, and was appointed. Smith stated that elections worked in the past, but membership has changed. Smith stated that she never ran for an elected office because elections are more of a popularity contest. Councilmember Sheehan asked if Fire Chief Uhl had presented the revised ordinance to the members. Fire Chief Uhl responded that he had done so, and that members had questions regarding term limits and a few other minor items. Councilmember Sell stated he is not comfortable with taking the vote away but need to cover life/death issues. The Mayor then stated the question was, "Shall Ordinance No.1110 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. The following voted nay: None. The following were absent: Gowan. 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.

## D. RESOLUTION – CONDITIONAL USE PERMIT – HOME OCCUPATION (DOG GROOMING) LOT 177, ARDMORE (TABLED FROM 10/20/09 MEETING)

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 09-124: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR A HOME OCCUPATION TO PERFORM DOG GROOMING AT 7005 MICHELLE AVENUE ON LOT 177, ARDMORE, LA VISTA NEBRASKA.

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WHEREAS, Terry and Dorothy Grindstaff the property owners have applied for a conditional use permit a home occupation to perform dog grooming on Lot 177 in Ardmore, 7005 Michelle Avenue; and

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

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit for such purposes, subject to the following conditions:

1. The plumbing drain needs to be tied into the sanitary sewer for the installation of the bathtub.
2. The type of heating for the building needs to be approved by the City of La Vista through the applicant's building permit.
3. There needs to be a hard-surfaced sidewalk constructed from the accessory building to the driveway.

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 Terry and Dorothy Grindstaff to operate home occupation to perform dog grooming on Lot 177 in Ardmore, 7005 Michelle Avenue, subject to the condition listed in the last recital above.

Seconded by Councilmember Ellerbeck. Terry and Dorothy Grindstaff, the applicants, addressed Council to answer any questions. Councilmember Crawford asked about a complaint from 2002 or 2003. Dorothy Grindstaff responded that they were unaware of the ordinance concerning home occupations and ceased operations at that time. Councilmember Sheehan asked if neighbors were aware of the proposed use. Mrs. Grindstaff stated that they were required to talk to all neighbors within a 200 foot radius of their property, which she did and received no objections. Councilmembers asked to be updated if any complaints are received regarding this conditional use. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, and, Ellerbeck. Nays: Crawford. Absent: Gowan. Motion carried.

## **E. RESOLUTION – NEBRASKA DEPARTMENT OF ROADS SUPPLEMENTAL AGREEMENT NO. 1 GILES ROAD PAVEMENT REPAIR**

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 09-125: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A SUPPLEMENTAL AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ROADS (NDOR) FOR PAVEMENT REPAIR ON GILES ROAD FROM I-80 TO 107<sup>TH</sup> STREET IN LA VISTA.

WHEREAS, the City Council of the City of La Vista has determined that said pavement improvements to Giles Road are necessary; and

WHEREAS, the FY 2008/09 Construction Fund budget includes funds for pavement repair on Giles Road; and

WHEREAS, the project has been designated as being eligible for American Recovery and Reinvestment Act (ARRA) Funds by the Department of Transportation, Federal Highway Administration; and

WHEREAS, the State agrees to cooperate to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement; and

WHEREAS, the supplement agreement updates estimated project costs and recognizes Public Works Director Joe Soucie as the City's designated Responsible Charge for the project; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorize the Mayor and City Clerk to enter into a supplemental agreement with the Nebraska Department of Roads for pavement repair on Giles Road from I-80 to 107<sup>th</sup> Street in La Vista.

Seconded by Councilmember Quick. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and, Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

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## **F. RESOLUTION – AWARD CONTRACT - GOLF COURSE CART PATHS**

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 09-126: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO TAB CONSTRUCTION COMPANY, 4153 SOUTH 67<sup>TH</sup> STREET, OMAHA, NEBRASKA, FOR INSTALLATION OF CONCRETE CART PATHS AT THE GOLF COURSE IN AN AMOUNT NOT TO EXCEED \$19,964.25.

WHEREAS, the City Council of the City of La Vista has determined that the proposed construction improvements are necessary; and

WHEREAS, the FY 2009/10 Capital Improvement budget provides funding for the proposed project.

WHEREAS, the Public Works Department solicited bids and recommends that a contract be awarded to TAB Construction Company, as the low qualified bidder; 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 purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a contract be awarded to TAB Construction Company, Omaha, Nebraska, for installation of concrete cart paths at the Golf Course in an amount not to exceed \$19,964.25, and that the Mayor is hereby authorized to execute said contract and the City Clerk is further directed to attest to the same.

Seconded by Councilmember Ellerbeck. Councilmember Sheehan stated it was ironic to put 20 thousand dollars into the Golf Course when the plan is to eliminate the course. Councilmember Sell stated that talk of demise of the golf course is premature. The City's consultants simply have come up with a draft conceptual design in conjunction with 84<sup>th</sup> Street visioning; no decision has been made. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and, Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

## **G. RESOLUTION – PURCHASE POLICE CRUISERS**

Councilmember Sell introduced and moved for the adoption of Resolution No. 09-127: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO PERFORMANCE DODGE, LINCOLN, NEBRASKA FOR THE PURCHASE OF TWO 2010 DODGE CHARGER POLICE PACKAGE CRUISERS IN AN AMOUNT NOT TO EXCEED \$64,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of new police cruisers is necessary, and

WHEREAS, the FY 2009/10 General Fund budget does include funds for the purchase of said cruisers, and

WHEREAS, the State of Nebraska did receive bids for 2010 Dodge police cruisers, and

WHEREAS, Performance Dodge, Lincoln, Nebraska, was awarded the state bid for Nebraska for the 2010 Dodge Police Package cruisers and will extend that price to the City of La Vista, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby accept the Nebraska state bid of Performance Dodge, Lincoln, Nebraska and authorize the purchase of two 2010 Dodge Charger Police Package cruisers in an amount not to exceed \$64,000.

Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and, Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

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## H. CLASS I LIQUOR LICENSE APPLICATION – MMG NEBRASKA F&B INC DBA CHILI'S GRILL & BAR

### 1. PUBLIC HEARING

At 7:34 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on a Class I Liquor License Application for MMG Nebraska F&B Inc. dba Chili's Grill & Bar.

At 7:35 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and, Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

### 2. RESOLUTION

Councilmember Crawford introduced and moved for the adoption of Resolution No. 09-128: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION OF MMG NEBRASKA F&B, DBA CHILI'S GRILL & BAR, LA VISTA, NEBRASKA.

WHEREAS, MMG Nebraska F&B dba Chili's Grill & Bar, 7875 S 84<sup>th</sup> Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by MMG Nebraska F&B dba Chili's Grill & Bar, 7875 S 84<sup>th</sup> Street, La Vista, NE.

Seconded by Councilmember Sheehan. Sean Kelley addressed Council on behalf of the applicant to answer any questions. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and, Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

## I. CLASS I LIQUOR LICENSE APPLICATION – LUCKY YAMA INC DBA SUSHI YAMA

### 1. PUBLIC HEARING

At 7:36 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on a Class I Liquor License Application for Lucky Yama Inc. dba Sushi Yama.

At 7:37 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and, Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

### 2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 09-129: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION OF LUCKY YAMA INC. DBA SUSHI YAMA, LA VISTA, NEBRASKA.

WHEREAS, Lucky Yama Inc. dba Sushi Yama, 8058 S. 84<sup>th</sup> Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by Lucky Yama Inc. dba Sushi Yama, 8058 S. 84<sup>th</sup> Street, La Vista, NE.

Seconded by Councilmember Sheehan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and, Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

## **J. SPECIAL ASSESSMENTS**

### **1. PUBLIC HEARING**

At 7:37 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on Special Assessments.

At 7:37 p.m. Councilmember Sell made a motion to close the public hearing. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and, Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

### **2. RESOLUTION**

Councilmember Sell introduced and moved for the adoption of Resolution No. 09-130: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT LOCATIONS AND IN AMOUNTS CITED HEREIN.

WHEREAS, the property owners of  
7313 Joseph Ave., Lot 392/La Vista Replat, \$484.69,  
7330 S. 70<sup>th</sup> Street, Lot 208/La Vista Replat, \$691.59,  
10619, 10615, 10611 Hillcrest Drive, Lots 2A, 3, and 4/Val Vista, \$295.21, and  
10618, 10216, 10208, 10204, 10202 Brentwood Drive, Lots 154, 175,176, 177, and 178/Val Vista, \$498.15  
were notified to clean up their property as they were in violation of the City Municipal Code, Section 133.01, or the City would do so and bill them accordingly, and

WHEREAS, the property owners of said addresses chose not to clean the property, thus necessitating the City to do the clean up, and

WHEREAS, the City sent the property owners bills for said clean up which have not been paid, and

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

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

Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and, Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

Councilmember Sell made a motion to move "Comments from the Floor" up on the agenda ahead of Item L. "Executive Session". Seconded by Councilmember Ellerbeck. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and, Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

### **COMMENTS FROM THE FLOOR**

Mayor Kindig asked if there were any comments from the floor; and stated that anyone having comments should limit them to three minutes. There were no comments from the floor.

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November 17, 2009

## L. EXECUTIVE SESSION – LAND ACQUISITION; LITIGATION STRATEGY SESSION; PERSONNEL

At 7:40 p.m. Councilmember Carlisle made a motion to go into executive session for protection of the public interest to provide negotiating guidance regarding land acquisition, and litigation strategy session; and for the protection of the reputation of an individual to discuss personnel matters. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. Nays: None. Absent: Gowan. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

Councilmember Gowan arrived to take his place on the Council at 8:05

At 9:13 p.m. the Council came out of executive session. Councilmember Carlisle made a motion to reconvene in open and public session. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

Councilmember Quick informed Council that she attended the National League of Cities conference in San Antonio. Topics discussed were; going green, volunteerism, wellness, and technology.

Mayor Kindig informed Council that committees have been formed for the 50<sup>th</sup> anniversary and volunteers are needed. He asked them to contact Mary if they were available. Kindig informed Council the final Vision 84 community workshop will be held on Wednesday evening at 6:00 p.m.

At 9:17 p.m. Councilmember Gowan made a motion to adjourn the meeting. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2009.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC  
City Clerk

**MEETING OF THE LIBRARY ADVISORY BOARD  
CITY OF LA VISTA**

**MINUTES OF MEETING  
November 12, 2009**

Members Present:      Rose Barcal      Janice Podoll      Valerie Russell  
                          Kim Schmit-Pokorny      Carol Westlund

**Agenda Item #1: Call to Order**

The meeting was called to order at 5:32 p.m.

**Agenda Item #2: Announcement of Location of Posted Open Meetings Act**

An announcement was made of the location of the posted copy of the Open Meetings Act for public reference.

**Agenda Item #3: Introductions**

There were no introductions made.

**Agenda Item #4: Approval of Minutes of September 10, 2009 Meeting**

It was moved by Westlund and seconded by Podoll that the minutes be accepted as presented. Ayes: all. Nays: none. Motion carried.

**Agenda Item #5: Library Director's Report**

- a. Programs: an overview of various programs was given.
- b. Employee updates were given. Three new evening and weekend people have started: Frankie Coleman, Dan Nattrass, and Laura Crosby. Elizabeth Noker has started working in the mornings.
- c. Library Meetings were reviewed.
- d. General Information included the 2009 annual NLA/NEMA conference that was held in La Vista.

**Agenda Item #6: Circulation Report**

Library Director Barcal distributed the circulation report. The report was discussed and accepted.

**Agenda Item #7: Old Business**

- a. Current grants were reviewed. The Midland Community Foundation Grant for Grieving Teen/Child Book Bags was awarded to Ted E. Bear Hollow. The La Vista Public Library as well as other Sarpy County public libraries were included in the grant. Training for staff will occur on November 17<sup>th</sup> for the teen and children grieving book kits.

**Agenda Item #8: New Business**

- a. Bulletin Board Policy. A Bulletin Board Policy was approved by City Council. With will allow the library to post items in support of the community.
- b. The Library Advisory Board 2010 dates are as follows: January 14, March 11, May 13, July 8, September 9, and November 11.
- c. President and Secretary positions: Special thanks went to Westlund, the current president, and Schmit-Pokorny, the current secretary, for the positions they held in 2009. Their support is appreciated. Elections for the office of president and secretary were held: Westlund make a motion and Russell seconded to close nominations and a unanimous ballot cast for Schmit-Pokorny as president. Board members voting aye: Podoll, Russell, and Westlund. Nays: none. Abstain: Schmit-Pokorny. Absent: Cahill. Motion carried. Westlund make a motion

and Russell seconded to close nominations and a unanimous ballot cast for Podoll as secretary. Board members voting aye: Russell, Schmit-Pokorny, and Westlund. Nays: none. Abstain: Podoll. Absent: Cahill. Motion carried.

Agenda Item #9: Comments from the Floor

There were no comments from the Floor.

Agenda Item #10: Comments from the Board

There were no comments from the Board.

There was a motion by Russell and seconded by Schmit-Pokorny to adjourn the meeting at 6:05 p.m.

The next meeting is scheduled for January 14th, 2009 at 5:30 p.m. at the La Vista Public Library, Conference Room #142.

Hunden Strategic Partners  
c/o Rob Hunden  
POB 617  
4942 W. Dunes Highway

# Invoice

DATE	INVOICE #
11/03/09	1219

BILL TO:
Brenda Gunn City Administrator La Vista City Hall 8116 Parkview Boulevard La Vista, NE 68128

P.O. NUMBER	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
5,204.75 611.05	Consulting (see detail attached) See detail attached	1.00 1.00	5,204.75 611.05
Please remit with 14 days. Thank you!			<b>TOTAL</b> \$5,815.80

FY 09 1-11-0314  
12-01-09  
Consent

### Hours Log

<b>Month</b>	<b>Consultant</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
August-09	Hunden	16.75	\$235.00	\$3,936.25
	Smitherman	11.25	\$215.00	\$2,418.75
September-09	Hunden	7.80	\$235.00	\$1,833.00
	Smitherman	8.45	\$215.00	\$1,816.75
October-09	Hunden		\$235.00	
	Smitherman		\$215.00	
November-09	Hunden		\$235.00	
	Smitherman		\$215.00	
December-09	Hunden		\$235.00	
	Smitherman		\$215.00	
<b>Totals</b>		<b>44.25</b>		<b>\$10,004.75</b>

LaVista Expenses - HSP					
Date Incurred	Company	Category	Expense	Cost	Vendor Billed Paid Staff
8/10/09	HSP	Travel	Mileage to and from Midway Airport	\$66.00	Co Car
8/10/09	HSP	Travel	Tolls to and from Midway Airport	\$9.50	Co Car
8/10/09	HSP	Travel	Airport Parking	\$22.00	Co Car
8/10/09	HSP	Travel	Airfare	\$194.70	SW
8/10/09	HSP	Travel	Airport Shuttle	\$2.25	
8/10/09	HSP	Travel	Airport Shuttle	\$6.85	
8/10/09	HSP	Admin	Administrative Recovery	\$309.75	
		Total		<u><u>\$611.05</u></u>	

NOV 16 2009

Invoice

Ann Birch  
 City of La Vista  
 8116 Park View Boulevard  
 La Vista, NE 68128-2198

November 11, 2009  
 Project No: 08030111.01  
 Invoice No: 8

Project 08030111.01 84th Street Redevelopment Vision

Description of Services: Prep for working group meeting #4.  
Professional Services from October 3, 2009 to October 30, 2009

**Fee**

Billing Phase	Fee	Percent Complete	Previous Fee	Current Fee
			Earned	Billing
Project	42,840.00	100.00	42,840.00	42,840.00
Startup/Inventory/Analysis				0.00
Initial Outreach	51,724.00	100.00	51,724.00	51,724.00
Developing A Vision	52,822.00	100.00	52,822.00	52,822.00
Vision Plan Preparation	24,559.00	98.00	24,067.82	6,139.75
Vision Plan Refinement	27,844.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>199,789.00</b>		<b>171,453.82</b>	<b>153,525.75</b>
		<b>Total Fee</b>		<b>17,928.07</b>

Total this Invoice

\$17,928.07

AB 11-20-09  
 21

05-71-0830.01

Consent Agenda  
 Item

Remit payment to EDAW Inc. Dept 9269-03. Los Angeles California 90084-9269. Tel 970.484.6073  
 Wire payment to Wells Fargo Bank. 420 Montgomery Street. San Francisco California 94104. Routing #121000248 (Domestic)  
 Swift #WFBILUS6S (Intl). Acct #4030013163

When making payment, please reference itemized amount by invoice number and EDAW job number. Payment terms net 30 days.  
 A 1.5% per month finance charge will be assessed on all past due accounts.

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1	Bank of Nebraska (600-873)								
98192	11/24/2009	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		809.00				**MANUAL**
98193	12/01/2009	762	ACTION BATTERIES UNLTD INC		34.95				
98194	12/01/2009	571	ALAMAR UNIFORMS		510.42				
98195	12/01/2009	720	AMERICAN LEGAL PUBLISHING CORP		250.00				
98196	12/01/2009	1524	AMERICAN MARKING CORPORATION		136.10				
98197	12/01/2009	536	ARAMARK UNIFORM SERVICES INC		260.60				
98198	12/01/2009	635	ARCOA INDUSTRIES LLC		277.68				
98199	12/01/2009	1678	ASPEN EQUIPMENT COMPANY		60.00				
98200	12/01/2009	188	ASPHALT & CONCRETE MATERIALS		145.58				
98201	12/01/2009	706	ASSOCIATED FIRE PROTECTION		394.50				
98202	12/01/2009	3754	AUSTIN PETERS GROUP INC		2,097.34				
98203	12/01/2009	201	BAKER & TAYLOR BOOKS		121.90				
98204	12/01/2009	4168	BCR-BIBLIOGRAPHICAL		23.97				
98205	12/01/2009	929	BEACON BUILDING SERVICES		6,437.00				
98206	12/01/2009	1784	BENNINGTON EQUIPMENT INC		38.47				
98207	12/01/2009	3318	BIG RIG TRUCK ACCESSORIES INC		40.00				
98208	12/01/2009	196	BLACK HILLS ENERGY		18.16				
98209	12/01/2009	117	BRODART		27.26				
98210	12/01/2009	830	BROWN TRAFFIC PRODUCTS INC		256.61				
98211	12/01/2009	3760	BUETHE, PAM		20.00				
98212	12/01/2009	76	BUILDERS SUPPLY CO INC		574.39				
98213	12/01/2009	4024	CALENTINE, JEFFREY		30.00				
98214	12/01/2009	2285	CENTER POINT PUBLISHING		241.44				
98215	12/01/2009	3450	CITY OF BELLEVUE		168.00				
98216	12/01/2009	3176	COMP CHOICE INC		175.00				
98217	12/01/2009	2158	COX COMMUNICATIONS		179.15				
98218	12/01/2009	3136	D & D COMMUNICATIONS		7,503.00				
98219	12/01/2009	4188	DRUMMOND, SONNY		36.00				
98220	12/01/2009	3084	EBSCO SUBSCRIPTION SERVICES		1,680.00				
98221	12/01/2009	4049	ECCLES, PAT		100.00				
98222	12/01/2009	1042	ED M. FELD EQUIPMENT		550.00				
98223	12/01/2009	3463	FARQUHAR, MIKE		100.00				
98224	12/01/2009	1245	FILTER CARE		17.60				
98225	12/01/2009	439	FIREGUARD INC		7.50				
98226	12/01/2009	3826	FISHER EQUIPMENT COMPANY		620.15				
98227	12/01/2009	142	FITZGERALD SCHORR BARMETTLER		15,849.10				
98228	12/01/2009	3834	FLEET US LLC		1,132.00				
98229	12/01/2009	3132	FORT DEARBORN LIFE INSURANCE		1,302.00				
98230	12/01/2009	4050	FROEHЛИCH, RORY		100.00				
98231	12/01/2009	1344	GALE		512.97				
98232	12/01/2009	53	GCR OMAHA TRUCK TIRE CENTER		634.58				
98233	12/01/2009	966	GENUINE PARTS COMPANY-OMAHA		.00	**CLEARED**	**VOIDED**		
98234	12/01/2009	966	GENUINE PARTS COMPANY-OMAHA		.00	**CLEARED**	**VOIDED**		
98235	12/01/2009	966	GENUINE PARTS COMPANY-OMAHA		1,552.96				
98236	12/01/2009	1660	GODFATHER'S PIZZA		249.17				
98237	12/01/2009	35	GOLDMAN, JOHN G		85.00				
98238	12/01/2009	164	GRAINGER		33.58				
98239	12/01/2009	3508	GRAPHIC IMAGINATION INC		136.89				
98240	12/01/2009	285	GRAYBAR ELECTRIC COMPANY INC		340.67				
98241	12/01/2009	71	GREENKEEPER COMPANY INC		52.50				
98242	12/01/2009	1624	GUNN, BRENDA		45.00				

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
98243	12/01/2009	426	HANEY SHOE STORE	240.00					
98244	12/01/2009	387	HARM'S CONCRETE INC	317.75					
98245	12/01/2009	1403	HELGET GAS PRODUCTS INC	73.00					
98246	12/01/2009	797	HOBBY LOBBY STORES INC	24.84					
98247	12/01/2009	3220	HOIT, DAVID	18.00					
98248	12/01/2009	1498	INDUSTRIAL SALES COMPANY INC	20.24					
98249	12/01/2009	1896	J Q OFFICE EQUIPMENT INC	391.79					
98250	12/01/2009	2957	JIFFY LASER INCORPORATED	219.00					
98251	12/01/2009	2653	JONES AUTOMOTIVE INC	4,317.50					
98252	12/01/2009	730	KIMBO EDUCATIONAL	85.10					
98253	12/01/2009	788	KINDIG, DOUGLAS	80.00					
98254	12/01/2009	1054	KLINKER, MARK A	200.00					
98255	12/01/2009	2394	KRIHA FLUID POWER CO INC	326.64					
98256	12/01/2009	926	LAMP RYNEARSON/ASSOCIATES INC	352.85					
98257	12/01/2009	927	LANGLEY ANIMAL HOSPITAL	174.00					
98258	12/01/2009	4165	LECC	60.00					
98259	12/01/2009	787	LERNER PUBLISHING GROUP	427.24					
98260	12/01/2009	877	LINWELD	44.95					
98261	12/01/2009	1573	LOGAN CONTRACTORS SUPPLY	2,662.80					
98262	12/01/2009	2124	LJKASIEWICZ, BRIAN	50.00					
98263	12/01/2009	1247	M E SHARPE INC PUBLISHER	420.00					
98264	12/01/2009	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**			
98265	12/01/2009	553	METROPOLITAN UTILITIES DIST.	868.33					
98266	12/01/2009	98	MICHAEL TODD AND COMPANY INC	.00	**CLEARED**	**VOIDED**			
98267	12/01/2009	98	MICHAEL TODD AND COMPANY INC	5,080.39					
98268	12/01/2009	2497	MID AMERICA PAY PHONES	50.00					
98269	12/01/2009	184	MID CON SYSTEMS INCORPORATED	72.90					
98270	12/01/2009	1046	MIDWEST TURF & IRRIGATION	52.67					
98271	12/01/2009	2550	MSC INDUSTRIAL SUPPLY CO	60.35					
98272	12/01/2009	2818	MULHALL'S	434.98					
98273	12/01/2009	649	NEBRASKA GOLF & TURF INC	94.42					
98274	12/01/2009	370	NEBRASKA LAW ENFORCEMENT	360.00					
98275	12/01/2009	4185	NEBRASKA STATE PATROL FOUNDTN	25.00					
98276	12/01/2009	2631	NEXTEL COMMUNICATIONS	465.37					
98277	12/01/2009	179	NUTS AND BOLTS INCORPORATED	10.98					
98278	12/01/2009	3415	OABR PRINT SHOP	.00	**CLEARED**	**VOIDED**			
98279	12/01/2009	3415	OABR PRINT SHOP	.00	**CLEARED**	**VOIDED**			
98280	12/01/2009	3415	OABR PRINT SHOP	5,192.96					
98281	12/01/2009	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**			
98282	12/01/2009	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**			
98283	12/01/2009	1014	OFFICE DEPOT INC-CINCINNATI	632.35					
98284	12/01/2009	3172	OXMOOR HOUSE	34.91					
98285	12/01/2009	976	PAPILLION TIRE INCORPORATED	40.00					
98286	12/01/2009	2686	PARAMOUNT LINEN & UNIFORM	362.46					
98287	12/01/2009	1769	PAYLESS OFFICE PRODUCTS INC	255.09					
98288	12/01/2009	1723	PENWORTHY COMPANY	1,879.11					
98289	12/01/2009	3058	PERFORMANCE CHRYSLER JEEP	7.72					
98290	12/01/2009	1821	PETTY CASH-PAM BUETHE	102.79					
98291	12/01/2009	1821	PETTY CASH-PAM BUETHE	129.86					
98292	12/01/2009	74	PITNEY BOWES INC-KY	.00	**CLEARED**	**VOIDED**			
98293	12/01/2009	74	PITNEY BOWES INC-KY	221.00					
98294	12/01/2009	159	PRECISION INDUSTRIES	25.60					
98295	12/01/2009	1921	PRINCIPAL LIFE-FLEX SPENDING	216.00					

## BANK NO BANK NAME

CHECK NO DATE

VENDOR NO VENDOR NAME

CHECK AMOUNT

CLEARED

VOIDED

MANUAL

98296	12/01/2009	1725 PUSH PEDAL PULL	287.96	APPROVED BY COUNCIL MEMBERS 12/1/09
98297	12/01/2009	219 QWEST	1,035.94	
98298	12/01/2009	58 RAINBOW GLASS & SUPPLY	48.00	
98299	12/01/2009	2553 RALSTON AUTOMOTIVE SERVICE INC	115.20	
98300	12/01/2009	3469 RAMIREZ, JOHN	36.00	
98301	12/01/2009	427 RAMIREZ, RITA M	43.00	
98302	12/01/2009	4146 RAWLEY, TOM	18.00	
98303	12/01/2009	3139 RECORDED BOOKS, LLC	195.74	COUNCIL MEMBER
98304	12/01/2009	4217 RENOLINSKI, MARK	36.00	
98305	12/01/2009	4037 RUSTY ECK FORD	35.60	
98306	12/01/2009	4192 S & W HEALTHCARE CORP	150.00	
98307	12/01/2009	487 SAPP BROS PETROLEUM INC	1,028.50	
98308	12/01/2009	624 SAPP BROS TRUCK STOPS	896.00	
98309	12/01/2009	2240 SARPY COUNTY COURTHOUSE	3,495.03	
98310	12/01/2009	2704 SMOOTH CUT ENTERPRISES INC	660.00	COUNCIL MEMBER
98311	12/01/2009	3234 SNITILY CARR	635.15	
98312	12/01/2009	533 SOUCIE, JOSEPH H JR	60.00	
98313	12/01/2009	3069 STATE STEEL OF OMAHA	38.71	
98314	12/01/2009	871 STOPAK, SCOTT	50.00	
98315	12/01/2009	3893 STRATEGIC INSIGHTS INC	675.00	
98316	12/01/2009	659 SUMMER KITCHEN CAFE INC	52.61	
98317	12/01/2009	264 TED'S MOWER SALES & SERVICE	38.84	COUNCIL MEMBER
98318	12/01/2009	823 TRI MUTUAL AID FIREFIGHTERS	150.00	
98319	12/01/2009	809 VERIZON WIRELESS, BELLEVUE	195.76	
98320	12/01/2009	492 WINGATE INNS	230.85	

BANK TOTAL	83,357.02
OUTSTANDING	83,357.02
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
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01 GENERAL FUND	74,669.66	74,669.66	.00	.00
02 SEWER FUND	4,327.63	4,327.63	.00	.00
05 CONSTRUCTION	593.20	593.20	.00	.00
08 LOTTERY FUND	2,495.15	2,495.15	.00	.00
09 GOLF COURSE FUND	1,064.45	1,064.45	.00	.00
15 OFF-STREET PARKING	206.93	206.93	.00	.00

REPORT TOTAL	83,357.02
OUTSTANDING	83,357.02
CLEARED	.00
VOIDED	.00
+ Gross Payroll 11/27/09	<u>201,840.17</u>
GRAND TOTAL	<u>\$285,197.19</u>

COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 1, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ANNEXATIONS — SID # 59 (OAKDALE PARK, BROOK VALLEY BUSINESS PARKS & VARIOUS TAX LOTS), SID # 214 (PAPIO VALLEY 1 & 2 BUSINESS PARKS), TL 6B 19-14-12, TL8 8-14-12, TL 6C1 19-14-12, TL 15 & VAC ROW ADJ 18-14-12, TL 13 19-14-12, TL 14 19-14-12, & ANY ADJOINING STREET ROW	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

Third reading of the ordinance has been scheduled to annex the following territory:

(1) SID # 59

- Brook Valley Business Park: Lots 1B, 2B, 4A, 4B, 5A, 5B, 6, 12, 13B, 14, 15A, 15B, 16 (REPLAT OF LOTS 16, 17, 18B, 21B, 22 & 23), 18A, 19, 20, 21A, 24A, 24B, 25, 27, 28A1, 32, 33C, 47, 48, 49, 50A, 50B, 51, 52, 53, 54, 55A, 55B, 56B, 57 & N 100' LOT 56, 58, 59, 60, and Outlot B
- Brook Valley Business Park Replat 1: Lots 1 and 2
- Brook Valley Business Park Replat 2: Lots 1 and 2
- Brook Valley II Business Park: Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11B, 12, 13, 14A REPLAT OF LOT 14, 14B REPLAT OF LOT 14, 15, 16A, 16B, 17A, 17B, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and VAC VIRGINIA ST LYING W OF 114<sup>TH</sup> ST AND E OF 117TH
- Brook Valley II Business Park Replat One: Lot 1
- Brook Valley II Business Park Replat 2: Lots 1 and 2
- Oakdale Park: Lots 1, 2A, 2B, 3 EX CO ROW, 4, 5, 6, 7, 8, 13, 14, 15, 16, 17, 18, 19A, 21A, 21B, 22, 26, 27, 28A, and 28B
- Tax Lot 1A2 17-14-12
- Tax Lot 8A1B 16-14-12
- Tax Lot 1A1A1A 17-14-12
- Tax Lot 2B2, S OF RR, 17-14-12
- Tax Lots 8C1, 8C2A & 8C3A 16-14-12
- PT SW1/4 NW1/4 16-14-12
- Tax Lot 8B 16-14-12
- Tax Lot 8A2 EXC PT FOR ROW 16-14-12
- Tax Lot 8C4 16-14-12
- Tax Lot 8A1A EXC PT FOR ROW 16-14-12

(2) SID #214

- Papio Valley 1 Business Park: Lots 1, 2, PT LOT 3A, 4, 5, 6, 7A, 7B, and 8
- Papio Valley 2 Business Park: Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9

**(3) Miscellaneous Lots**

- Tax Lot 6B 19-14-12
- Tax Lot 8 18-14-12
- Tax Lot 6C1 19-14-12
- Tax Lot 15 & VAC ROW ADJ 18-14-12
- Tax Lot 13 19-14-12
- Tax Lot 14 19-14-12

**(4) And Any Adjoining Street Rights-of-Way**

**FISCAL IMPACT**

	<u>Assessed Valuation</u>	<u>Net Debt</u>
SID #59	\$144,926,663	\$ 0
SID #214	\$ 29,944,516	\$ 88,797

Additional detail can be found in the annexation plan.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On October 6, 2009 the Mayor and Council adopted an Annexation Plan as an amendment to the Comprehensive Plan. The areas proposed for annexation are identified within the plan, on the spreadsheet, as areas 1a, 1b, 1c and 1d.

A detailed annexation plan was prepared and submitted to the Council at the October 6, 2009 meeting. That plan indicated the following schedule:

- October 6, 2009 – City Council adopts resolution stating the City is considering annexation.
- October 22, 2009 – Planning Commission public hearing and recommendation.
- November 3, 2009 – City Council first reading of the ordinance.
- November 17, 2009 – City Council public hearing and second reading of the ordinance.
- December 1, 2009 – City Council third reading and adoption of the ordinance.

On November 3, 2009, the City Council passed the ordinance on first reading. On November 17, 2009, the City Council conducted the public hearing and passed the ordinance on second reading.

Because of recent changes to the annexation regulations (LB 495), prior to the final adoption of the annexation ordinance, the minutes of the City Council meeting must reflect that 14 days prior to the public hearing of the Planning Commission, the City Clerk sent by certified mail, return receipt requested, a copy of the proposed annexation ordinance and maps to the following entities serving customers in the area proposed for annexation: any natural gas utility; any metropolitan utilities district, any public power district, and any governmental entity providing electric service.

The areas being considered for annexation are comprised of the following:

- SID #59 (Oakdale Park, Brook Valley Business Parks and various Tax Lots) — 63 developed commercial parcels, 36 vacant commercial lots, and 1 outlot; no residential lots. Estimated population is 0.

- SID #214 (Papio Valley 1 & 2 Business Parks) — 12 developed commercial lots and 6 vacant commercial lots; no residential lots. Estimated population is 0.
- Miscellaneous Lots — 5 vacant commercial lots; 1 single family lot. Estimated population is 2.
- Any adjoining street rights-of-way.

The Planning Commission conducted a public hearing on October 22, 2009. At that hearing representatives from SID # 59 were present and identified some outstanding SID issues that have been incorporated into the staff report. The Planning Commission recommended approval subject to review of the issues by the Finance Director and City Attorney.

I:\Administration\BRENDA\ COUNCIL\ANNEX\BROOK VALLEY, OAKDALE PARK, PAPIO VALLEY\ Council Memo-Ord Adoption.DOC

ORDINANCE NO. 1107

AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (SID NO.59, OAKDALE PARK, BROOK VALLEY BUSINESS PARKS, AND SID NO. 214, PAPIO VALLEY 1 AND 2 BUSINESS PARKS, SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, AND CERTAIN ADJACENT LAND; TAX LOT 6B LOCATED IN SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 8 LOCATED IN SECTION 18, T14N, R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 6C1 LOCATED IN SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 15 AND VAC ROW ADJ LOCATED IN SECTION 18, T14N R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 13 LOCATED IN SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 14 LOCATED IN SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA; AND PORTIONS OF ANY ADJOINING STREET RIGHT-OF-WAY), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the Mayor and City Council of the City of La Vista, in compliance with Nebraska Revised Statutes, Section 16-117, have adopted a resolution stating that the City is considering the annexation of certain land, have approved a plan for the extension of City services to said land, and have complied with the publication, mailing and public hearing requirements required by said statute; and

WHEREAS, the Planning Commission of the City of La Vista has held a hearing to consider the proposed annexation and plan to provide services, and the Mayor and City Council has obtained the recommendation of the Planning Commission of the City of La Vista to annex the below described land and provide services in accordance with the plan; and

WHEREAS, the Mayor and City Council of the City of La Vista find the below described territory to be contiguous or adjacent to the City of La Vista, Nebraska, and is urban or suburban in character and not agricultural land which is rural in character; and

WHEREAS, the Mayor and City Council of the City of La Vista have determined that sewerage facilities will be sufficient to serve said territory and said territory will be serviced by the water utility franchised by the City and that the City is in a position to extend police and fire protection and other municipal services to said below-described territory, so that the inhabitants of said territory shall receive substantially the services of other inhabitants of the City of La Vista, Nebraska.

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

SECTION 1. The following described territory situated in Sarpy County, Nebraska to-wit:

LOTS 1, 2A, 2B, 3 THROUGH 8, 13 THROUGH 18, 19A, 21A, 21B, 22, 26, 27, 28A, AND 28B, OAKDALE PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND ALL PUBLIC STREETS LYING WITHIN SAID OAKDALE PARK;

TOGETHER WITH PART OF 108<sup>TH</sup> STREET RIGHT-OF-WAY AND PART OF HARRISON STREET RIGHT-OF-WAY ADJOINING SAID OAKDALE PARK;

TOGETHER WITH TAX LOTS 8A1A AND 8A2, EXCEPT THAT PART TAKEN FOR 104<sup>TH</sup> STREET RIGHT-OF-WAY, TAX LOTS 8A1B, 8B, 8C1, 8C2A, 8C3A AND 8C4, ALL LYING WITHIN THE WEST 1/2 OF THE NW1/4 OF SECTION 16, T14N, R12E OF THE 6<sup>TH</sup> P.M., IN SAID SARPY COUNTY;

TOGETHER WITH PART OF GERTRUDE STREET RIGHT-OF-WAY, AND HARRISON STREET RIGHT-OF-WAY ADJOINING SAID TAX LOTS;

TOGETHER WITH THAT PART OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 16 LYING WEST OF LOT 1, AND SOUTH OF LOT 2A, SAID OAKDALE PARK;

TOGETHER WITH PART OF 108<sup>TH</sup> STREET RIGHT-OF-WAY ADJOINING SAID PART OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 16;

TOGETHER WITH LOTS 1B, 2B, 4A, 4B, 5A, 5B, 6, 12, 13B, 14, 15A, 15B, LOT 16 (REPLAT OF LOTS 16, 17, 18B, 21B, 22 AND 23), LOTS 18A, 19, 20, 21A, 24A, 24B, 25, 27, 28A1, 32, 33C, 47, 48, 49, 50A, 50B, 51, 52, 53, 54, 55A, 55B, 56B, LOT 57 AND THE NORTH 100 FEET OF LOT 56, LOTS 58, 59, 60 AND OUTLOT B, BROOK VALLEY BUSINESS PARK, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH LOTS 1 AND 2, BROOK VALLEY BUSINESS PARK REPLAT 1, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH LOTS 1 AND 2, BROOK VALLEY BUSINESS PARK REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY; AND ALL PUBLIC STREETS LYING WITHIN SAID BROOK VALLEY BUSINESS PARK, AND SAID BROOK VALLEY BUSINESS PARK REPLATS 1 AND 2;

TOGETHER WITH PART OF 108<sup>TH</sup> STREET RIGHT-OF-WAY AND HARRISON STREET RIGHT-OF-WAY ADJOINING SAID BROOK VALLEY BUSINESS PARK AND SAID BROOK VALLEY BUSINESS PARK REPLATS 1 AND 2;

TOGETHER WITH TAX LOT 1A2, LYING NORTH OF THE CHICAGO BURLINGTON & QUINCY RAILROAD WITHIN THE SE1/4 OF SECTION 17, T14N, R12E OF THE 6<sup>TH</sup> P.M., SAID SARPY COUNTY, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF HARRISON STREET AND THE NORTHERLY EXTENSION OF THE WEST LINE OF 104<sup>TH</sup> STREET;

THENCE SOUTHERLY ON THE WEST LINE OF 104<sup>TH</sup> STREET TO THE EAST LINE OF THE W1/2 OF THE NW1/4 OF SAID SECTION 16;

THENCE SOUTHERLY ON THE EAST LINE OF SAID W1/2 TO THE SE CORNER THEREOF;

THENCE WESTERLY ON THE SOUTH LINE OF SAID W1/2 TO THE SW CORNER THEREOF;

THENCE WESTERLY ON THE NORTH LINE OF THE SE1/4 OF SAID SECTION 17 TO THE EASTERN LINE OF LOT 28A1, SAID BROOK VALLEY BUSINESS PARK;

THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 28A1 TO THE NORTHERLY LINE OF SAID TAX LOT 1A2;

THENCE SOUTHEASTERLY ON THE NORTHERLY LINE OF SAID TAX LOT 1A2 TO THE WEST LINE OF SAID 108<sup>TH</sup> STREET;

THENCE SOUTHERLY ON THE WEST LINE OF SAID 108<sup>TH</sup> STREET TO THE NORTHERLY LINE OF SAID CHICAGO BURLINGTON & QUINCY RAILROAD;

THENCE WESTERLY ON THE NORTHERLY LINE OF SAID RAILROAD TO THE SW CORNER OF OUTLOT B SAID BROOK VALLEY BUSINESS PARK;

THENCE NORTHERLY ON THE WESTERLY LINE OF SAID BROOK VALLEY BUSINESS PARK AND ITS NORTHERLY EXTENSION TO THE CENTERLINE OF HARRISON STREET;

THENCE EASTERLY ON THE CENTERLINE OF HARRISON STREET TO THE POINT OF BEGINNING;

TOGETHER WITH ALL OF TAX LOT 1A1A1A, LYING WITHIN THE SE1/4 AND ALL OF TAX LOT 2B2 LYING WITHIN THE SW1/4 OF SAID SECTION 17;

TOGETHER WITH PART OF 110<sup>TH</sup> STREET RIGHT-OF-WAY ADJOINING SAID TAX LOT 1A1A1A;

TOGETHER WITH LOTS 1 THROUGH 7, LOTS 9, 10, 11B, 12, 13, LOTS 14A AND 14B, REPLAT OF LOT 14, LOTS 15, 16A, 16B, 17A, 17B, 18, 19, 20, LOTS 22 THROUGH 37, VACATED VIRGINIA STREET LYING WEST OF 114<sup>TH</sup> STREET AND EAST OF 117<sup>TH</sup> STREET, BROOK VALLEY II BUSINESS PARK, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT ONE; A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH LOTS 1 AND 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID BROOK VALLEY II BUSINESS PARK AND SAID BROOK VALLEY II BUSINESS PARK REPLATS ONE AND 2;

TOGETHER WITH PART OF 120<sup>TH</sup> STREET RIGHT-OF-WAY AND ALL OF 114<sup>TH</sup> STREET RIGHT-OF-WAY ADJOINING SAID BROOK VALLEY II BUSINESS PARK; ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT INTERSECTION OF THE CENTERLINE OF 120<sup>TH</sup> STREET AT THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID BROOK VALLEY II BUSINESS PARK;

THENCE NORTHERLY ON THE CENTERLINE OF 120<sup>TH</sup> STREET TO THE SOUTHERLY LINE OF GILES ROAD;

THENCE EASTERLY ON THE SOUTHERLY LINE OF GILES ROAD TO THE NORTHERLY EXTENSION OF THE EAST LINE OF 114<sup>TH</sup> STREET;

THENCE SOUTHERLY ON THE EAST LINE OF 114<sup>TH</sup> STREET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BROOK VALLEY II BUSINESS PARK;

THENCE WESTERLY ON THE SOUTH LINE OF BROOK VALLEY II BUSINESS PARK TO THE POINT OF BEGINNING;

TOGETHER WITH LOTS 1 AND 2, PART OF LOT 3A, LOTS 4, 5, 6, 7A, 7B AND 8, PAPIO VALLEY 1 BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA; AND ALL PUBLIC STREETS LYING WITHIN SAID PAPIO VALLEY 1 BUSINESS PARK;

TOGETHER WITH LOTS 1 THROUGH 9, PAPIO VALLEY 2 BUSINESS PARK, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID PAPIO VALLEY 2 BUSINESS PARK;

TOGETHER WITH PART OF OLD GILES ROAD RIGHT-OF-WAY AND 120<sup>TH</sup> STREET RIGHT-OF-WAY ADJOINING SAID PAPIO VALLEY 1 BUSINESS PARK AND SAID PAPIO VALLEY 2 BUSINESS PARK, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF 120<sup>TH</sup> STREET AND THE EASTERN EXTENSION OF THE SOUTH LINE OF SAID PAPIO VALLEY 2 BUSINESS PARK;

THENCE WESTERLY ON SAID SOUTH LINE AND ITS EASTERN EXTENSION TO THE SW CORNER OF LOT 4, SAID PAPIO VALLEY 2 BUSINESS PARK;

THENCE NORTHERLY ON THE WEST LINE OF SAID PAPIO VALLEY 2 BUSINESS PARK TO THE SOUTH LINE OF SAID PAPIO VALLEY 1 BUSINESS PARK;

THENCE WESTERLY ON THE SOUTH LINE OF SAID PAPIO VALLEY 1 BUSINESS PARK TO THE SW CORNER THEREOF;

THENCE NORTHERLY ON THE WEST LINE OF SAID PAPIO VALLEY 1 BUSINESS PARK TO THE NW CORNER THEREOF;

THENCE EASTERLY ON THE NORTH LINE OF SAID PAPIO VALLEY 1 BUSINESS PARK TO THE SOUTHERLY LINE OF OLD GILES ROAD RIGHT-OF-WAY;

THENCE WESTERLY ON THE SOUTHERLY LINE OF OLD GILES ROAD RIGHT-OF-WAY TO THE SOUTH LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD RIGHT-OF-WAY;

THENCE NORTHEASTERLY ON THE SOUTH LINE OF SAID RAILROAD RIGHT-OF-WAY TO THE NORTHERLY LINE OF OLD GILES ROAD RIGHT-OF-WAY;

THENCE EASTERLY ON THE NORTHERLY LINE OF OLD GILES ROAD RIGHT-OF-WAY TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE CENTERLINE OF 120<sup>TH</sup> STREET;

THENCE SOUTHERLY ON THE CENTERLINE OF 120<sup>TH</sup> STREET TO THE POINT OF BEGINNING;

TOGETHER WITH TAX LOT 8 IN THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 15 & VAC ROW ADJ IN THE SE 1/4 OF SECTION 18 T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 6B IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 6C1 IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 13 IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 14 IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH RAILROAD RIGHT-OF-WAY ADJOINING SAID TAX LOTS IN SAID SECTIONS 18 AND 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH GILES ROAD RIGHT-OF-WAY, WEST GILES ROAD RIGHT-OF-WAY, AND OLD GILES ROAD RIGHT-OF-WAY IN SAID SECTIONS 18 AND 19 ADJOINING SAID TAX LOTS.

be and the same hereby is, annexed to and included within the corporate limits of the City of La Vista, Sarpy County, Nebraska, and that the inhabitants thereof shall, from and after the effective date of this ordinance, be subject to the ordinances and regulations of the City of La Vista, Sarpy County, Nebraska.

SECTION 2. That the inhabitants of the above-described territory annexed to the City shall receive substantially the services of other inhabitants of such City as soon as practicable, in accordance with Neb. Rev. Stat. Section 16-120 and the Plan to Extend Services to Oakdale Park, Brook Valley Business Parks, Papio Valley 1 & 2 Business Parks, various tax lots and adjoining street rights-of-way, which Plan, as amended and submitted to the City Council, is hereby ratified, affirmed and approved. Adequate plans and necessary City Council action to furnish such services shall be adopted not later than one year after the date of annexation.

SECTION 3. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER, 2009.

CITY OF LA VISTA

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Douglas Kindig, Mayor

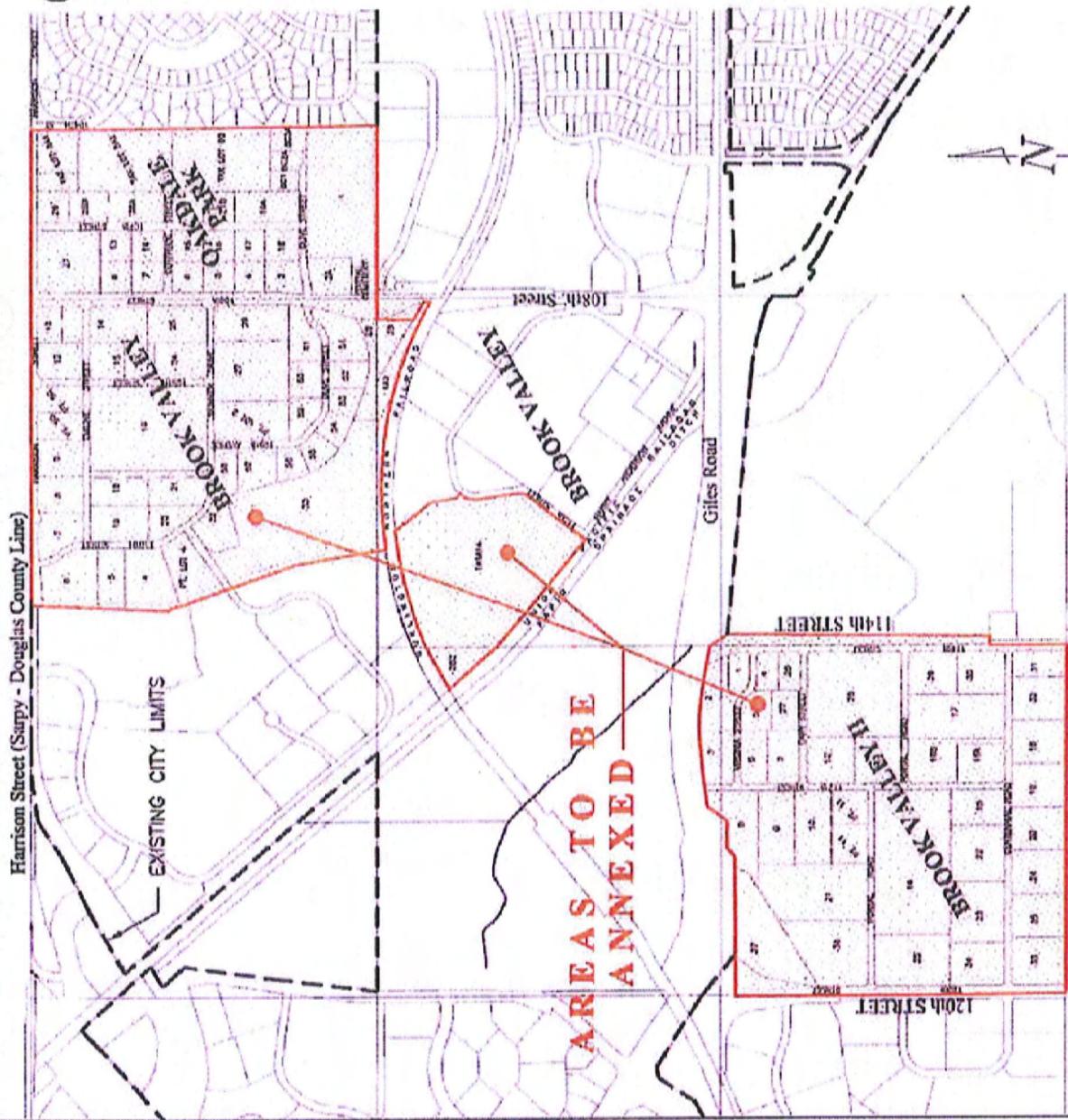
ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

# City of La Vista Annexation

October 2009



**NP<sup>2</sup> THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors  
12035 OLD MILL ROAD OMAHA, NEBRASKA 68134  
PHONE 402.391.9840 FAX 402.391.9841 [WWW.TODDORNER.COM](http://WWW.TODDORNER.COM)

Job # 171-363 DNG: 171-363 ANNEXATION OCTOBER 2009.DWG

0' 300' 600' 1200'  
SCALE IN FEET

## City of La Vista Annexation

October 2009

EXISTING CITY LIMITS

West-Cities Book

282

ARE A TO BE  
ANNEXED—

126th STREET

11

A vertical scale bar with a horizontal tick mark at the bottom. The text "500' FEET" is written vertically to the right of the bar.



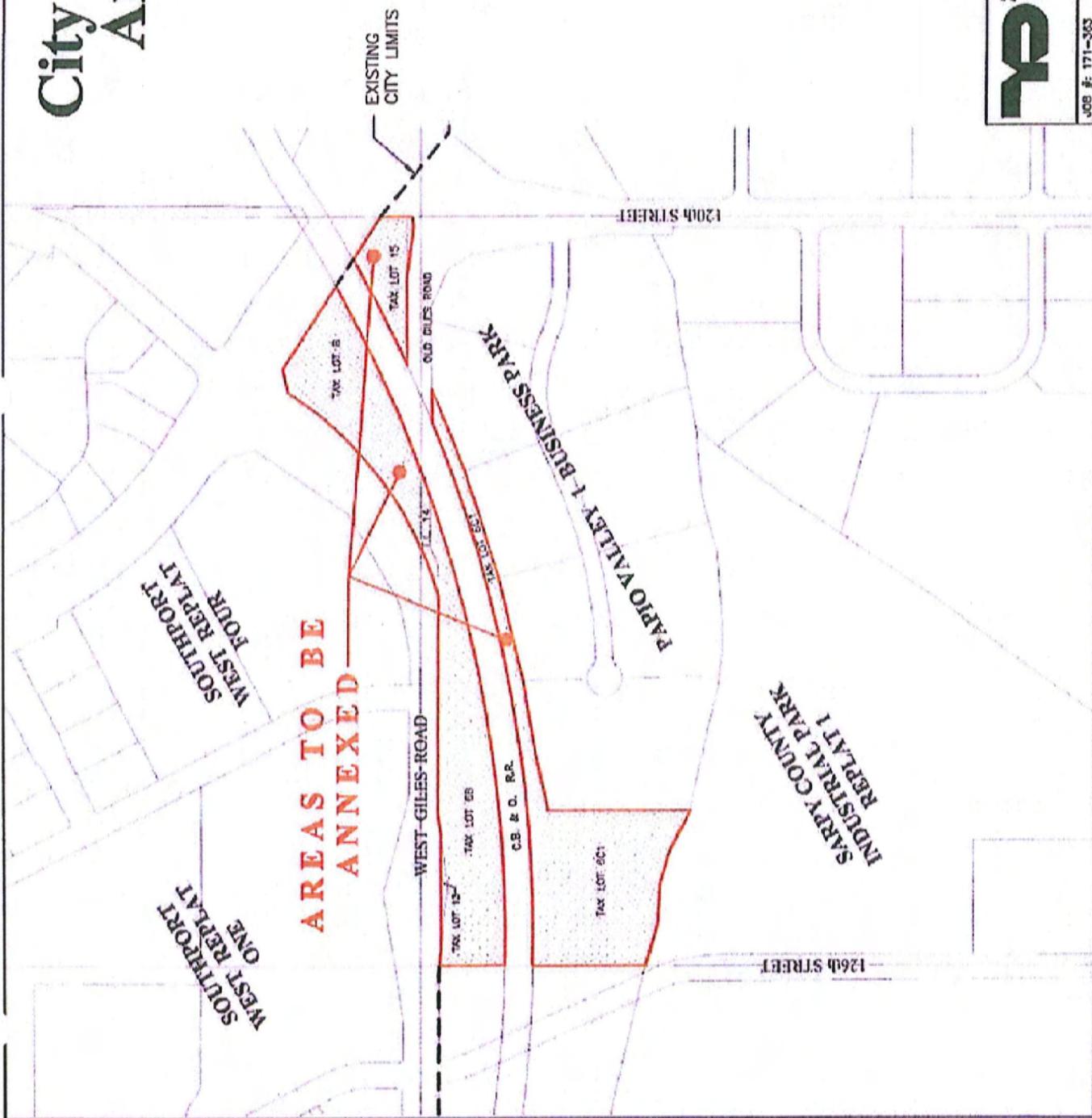
**2 THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors  
10350 OLD MILITARY ROAD OMAHA, NEBRASKA 68154

PHONE 401 350 8000 FAX 401 350 8005 EMAIL [TOYS@TOYS.COM](mailto:TOYS@TOYS.COM)  
WEBSITE: [WWW.TOSCO.COM](http://WWW.TOSCO.COM)

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# City of La Vista Annexation

October 2009



**TD 2 THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors  
10330 OLD MILL ROAD, OMAHA, NEBRASKA 68154  
PHONE: 402.429.3800 FAX: 402.429.3801 EMAIL: TDND@TDNDCO.COM  
WEBSITE: WWW.TDNDCO.COM

JOB # 171-363 Dwg: 171-363 ANNEXATION OCTOBER 2009 OUTLOTS.DWG

**SANITARY AND IMPROVEMENT DISTRICT #59**  
"Oakdale Park, Brook Valley Business Parks  
And Various Tax Lots"

**I. Statistics**

- A. 2009 Valuation (Preliminary) = \$144,926,663
- B. SID Tax Levy (per \$100 valuation) = 0.280000

- C. Estimated Population (as of 6/30/09)\* = 0

\*Population estimated from 1990 Census, persons per household multiplied by housing unit count.

- D. Land Area (acres) = 400.23

- E. Land Use\*

- 1. Single Family Units = 0
- 2. Multi-Family Units = 0
- 3. Public Property = 0
- 4. Developed Commercial Parcels = 63
- 5. Number of Vacant Lots = 36  
(as of 2007 aerial photos)

\*Housing unit count from building permit data.

- F. School District = Papillion/La Vista

- G. Fire District = East of 108<sup>th</sup> St – Papillion Rural  
West of 108<sup>th</sup> St – Millard Suburban

**II. Improvements**

- A. Streets

Total Lane Miles = 15.09

Street Rating = Good

- 1. New Lane Miles: The possible annexation will include 15.09 lane miles of concrete pavement. The current lane mile total will increase 9% from 174.87 lane miles to 189.96 lane miles. An increase of \$79,645.00 is anticipated in Federal Highway Allocation Funds. The pavement in the proposed annexation area is in good condition and should require only normal maintenance.
- 2. Street Lights: The City will incur an additional 142 street lights. The fiscal impact annually on the utility line item in the Street Operating Budget will be approximately \$39,105.00. Omaha Public Power

District is responsible for all maintenance and repair associated with the street lights.

3. Traffic Signals: The City will incur one additional traffic signal with the proposed annexation. Annual operating and maintenance costs associated with the signal will be approximately \$3,000.
4. Right-of-Way: The City will incur a minimal amount of right-of-way with the proposed annexation. No additional personnel or equipment will be required to maintain the proposed new right-of-way.
5. Street Maintenance & Snow Removal: The overall condition of the streets in the proposed annexation area is good. Traditionally, the City has been divided into maintenance districts that average approximately 24 lane miles per district. With the annexation of Southport, Val Verde and Southwind, an additional maintenance district was added and the average lane miles per district were increased to 29. The proposed annexation area will increase the lane miles per district to 31.66. Public Works is not recommending the formation of a new maintenance district so no additional equipment is necessary. Normally, Public Works has one maintenance worker for every 13 lane miles. Currently the department is at one maintenance worker per 17 lane miles. The proposed annexation would put the department at one maintenance worker per 19 lane miles. In order to continue maintaining the streets at the level of service currently provided, it is recommended that one full-time and one part-time employee be added. Annual cost for the full-time position is \$49,909 and the annual cost for the part-time position is \$17,000. Normal street maintenance which includes sweeping, pavement repair, crack sealing and pavement markings will be approximately \$14,000. Snow removal costs will be approximately \$5,000.
6. Street Signs: A large percentage of traffic control and street marking signs has been installed in this area. Additional replacement signs will need to be purchased at a cost of approximately \$900.
7. Sidewalks: There are several lots along Harrison Street and 108<sup>th</sup> Street which have never had sidewalks installed. Upon annexation, letters would be mailed to the property owners requiring sidewalk installation.
8. 108<sup>th</sup> Street: SID #59 has a \$500,000 liability for 108<sup>th</sup> Street improvements made in 2005. Sarpy County did not complete

**an interlocal agreement with the SID so when the District was billed for the improvements, they were not able to issue warrants due to the absence of the agreement. It is unknown at this time whether or not the County will try to recover this cost from the City if the District is annexed.**

B. Storm Sewer

1. The storm sewer system was designed and constructed to city standards. The system has been inspected and is in very good shape.
2. **A private storm sewer was installed along the north property line of Lots 15, 22, 23, and 34, Brook Valley II Business Park, and handles drainage from the Ford Storage and Forest Siding properties. The installation of this storm drainage system was privately financed and only handles drainage from private lots; it is not handling any “public” storm water. The City’s Public Works Director has determined that it is a private line, not serving any areas other than two private lots, and because it was installed as a private line it will remain the responsibility of the property owners.**

C. Sanitary Sewer

1. The City currently has 210,011 feet or 42.2 miles of sanitary sewer line. The proposed annexation will include an additional 24,859.03 feet or 4.72 miles of sanitary sewer line. General maintenance and treatment costs will be approximately \$16,800. No additional equipment or personnel will be required. It is recommended that the current 1993 sewer jet truck #3322 be replaced at \$180,000 by 2011. It was originally scheduled for replacement in 2008.
2. Revenue from user fees is anticipated to be approximately \$65,000.
3. The sanitary sewers flow into the following outfalls: Sarpy South #2; Sarpy South #1; Hell Creek #3 and Hell Creek #2.
4. **A portion of SID #59’s and #214’s sanitary sewer flows into the Sarpy Industrial Sewer. The City Attorney has advised the City to amend the 1996 interlocal agreement with the County.**

D. Water

1. Metropolitan Utilities District.

E. Public Parks/Recreational Facilities

1. No public ground.

F. Miscellaneous Improvements/Property Owned by SID

1. **Lot 25, Brook Valley II Business Park (see attached map) was purchased by the SID at a Sheriff's sale for \$150,000 because of unpaid taxes. The SID has been maintaining the lot and intended to sell it for development. The property immediately east is for sale at \$1.90 per square foot. This parcel is 3.21 acres which would equate to \$265,672 if sold at that price.**

**III. City Services**

A. Police

1. **Calls for Service:** The Police Department has examined the impact of annexing Oakdale Industrial Park and Brook Valley Business Park and has found that over the last 24 months there have been approximately 613 calls for service to the SID. Calls for service in SID 59 are higher than other areas due to the number of businesses in the area that, in turn, generate alarm calls. Thirty percent of the total calls in 2007 (93) and thirty-two percent of calls in 2008 (92) were alarm calls.
2. **Fiscal Impact:** The Police Department applied for and was not selected for COPS "stimulus grant" funding for two police officer positions to support the annexation of the SID. If other grant funding becomes available, it will be considered to fund the officers needed to handle the annexed areas. If grant funding is not available, the two required positions must be funded with general fund dollars. The two positions would be proposed for funding beginning April 2010. Costs in FY 09-10 for the positions include:  
\$85,122 for Full-time salary  
\$6,469 FICA  
\$29,574 Insurance  
\$5,107 Pension  
\$6,000 Uniforms and Equipment  
\$8,600 Portable Radios

3. Staffing Impact: During planning for the annexation of the Southport development, the Police Department planned and has since staffed an additional patrol district to service the western area. The planning at the time also included future service to the Southwind, Val Verde and Mayfair SID's. The new patrol district required, at a minimum, the addition of four police officers to staff the district. What we have discovered is the geographic size of the patrol district (96<sup>th</sup> west to I-80) has resulted in higher response times due to the majority of activity taking place on the western border. The annexation of Oakdale Industrial Park and Brook Valley Business Park without additional staffing may result in a further increase in response times for the entire patrol area. The proposed areas for annexation are currently surrounded by the City limits and will likely enjoy faster response times than the County is presently providing, however, this may result in longer response times to the western area where increased activity is taking place. It is therefore recommended that two additional positions be authorized to absorb the activity created by the annexation.
4. Overall: With additional staff, the annexed areas will be served with improved response times.

B. Fire

1. Calls for Service: The Fire and Rescue Department has researched the annexation impact in the area of calls for service and has found that over the last 24 months there have been approximately 46 calls for service from Oakdale Industrial Park and Brook Valley Business Park.
1. Fiscal Impact: With regard to the current number of calls for service, the department has sufficient apparatus to support the SID without the need for additional resources.
2. Staffing Impact: With regard to the current number of calls for service, the department has sufficient staffing to continue service to the area.
3. Overall: The volunteer Fire Department will continue to monitor calls for service in the area and maintain adequate response times. There appears to be adequate water supply and access roads for fire and EMS response.

C. Library

1. No impact to the La Vista Public Library is anticipated from this annexation.

D. Recreation

1. No impact to the La Vista Recreation Department is anticipated from this annexation.

E. Community Development

1. In 1999, the City partially annexed this SID. At that time, the City took a portion of the SID along with a portion of the debt, \$640,000. However the SID did not agree with this split and has since been in litigation with the City. Annexation of the entire SID should resolve this issue.
2. This SID is contiguous to the City limits.
3. Annexation of this SID is consistent with the annexation plan submitted to the City Council at the Strategic Planning session.
4. At their September 17, 2009 meeting, the Planning Commission voted to recommend approval of the annexation plan to the City Council as an amendment to the Comprehensive Plan. The City Council will conduct a public hearing and consider the amendment at their October 6, 2009 meeting.

**IV. Contractual Obligations**

A. Contracts

1. No information available.

B. Pending Litigation

1. In the last 10 years, the City's financial audit has shown \$640,000 of debt payable due to the 1999 partial annexation of SID 59. If the remaining portion of the SID is annexed, this lawsuit should be resolved.
2. **The Chairman and Clerk of the District have indicated that the SID has two cases pending before the Nebraska Supreme Court regarding the validity of the levying of special assessments in the District due to some specials that were not**

paid. The City Attorney has been informed on this matter and can provide further details.

3. The Clerk of the SID also questions whether the special assessments were ever paid to the City when Lot 42 was split due to a condemnation for the 108<sup>th</sup> Street improvements. If they were not paid, the County would owe the special assessments to the City.

C. Pending Improvement Projects

1. No information available.

**V. Analysis**

A. Annexation Suitability

1. This SID is bordered by the City limits on several sides of its perimeter. Annexation would be a logical extension of the city.
2. From a financial standpoint, the proposed annexation's annual property tax revenue falls short of **the one-time payments by \$509,917**. However, total annual income from all funds exceeds total annual expense by **\$757,622**.
3. The SID has **\$1,383,443** cash on hand which will improve the City's overall cash flow.
4. The City's net debt to assessed valuation ratio would be reduced from 5.02% to **4.30%**.

B. Policy Alternatives

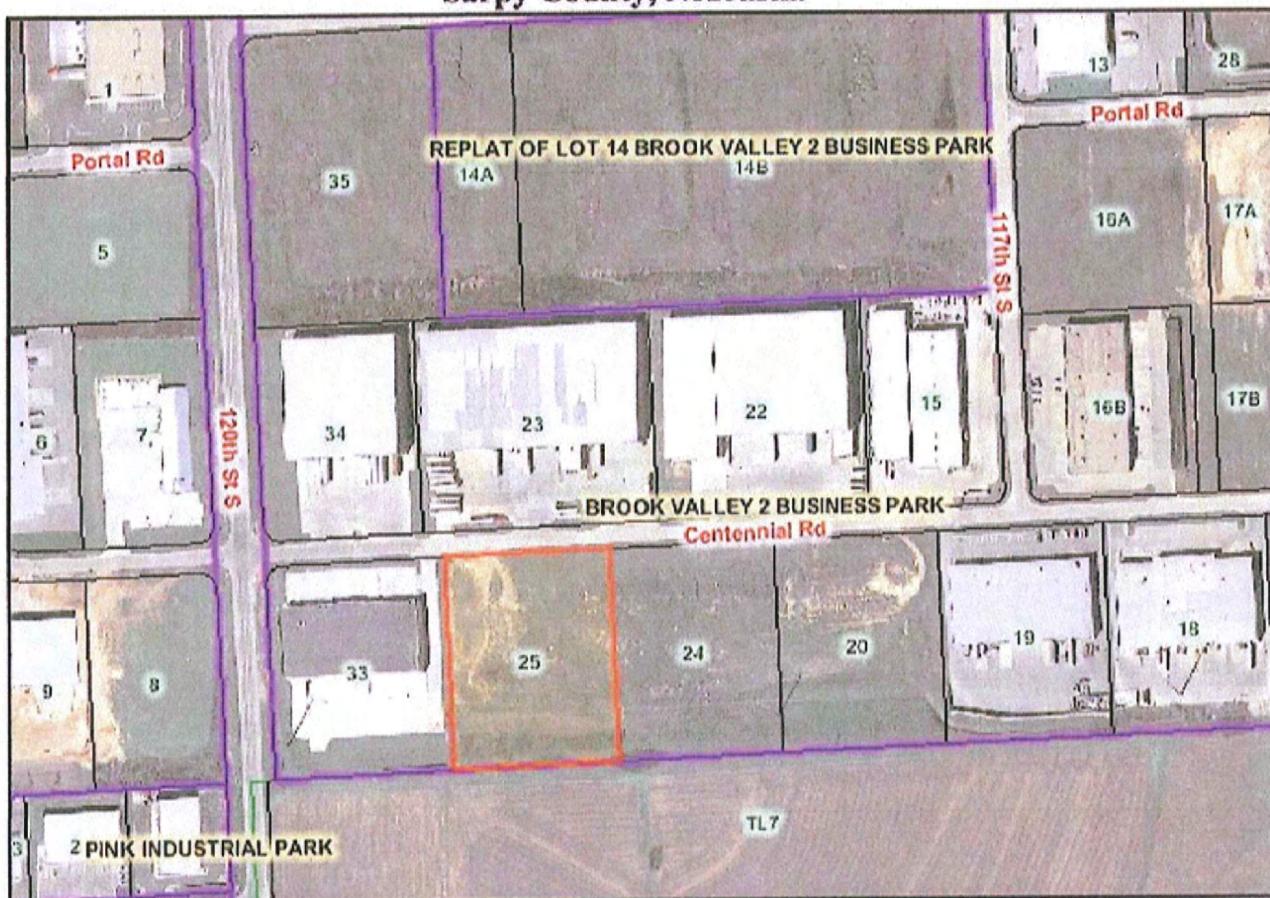
1. Annex.
2. Postpone annexation until debt level is reduced.

C. Recommendations/Conclusions

1. Annex.

Revised 11-13-09

## Sarpy County, Nebraska



Parcel ID Number	011342374	Neighborhood Code	250
Owner Name	SID # 59	Property Type	COMM
Mailing Address	10602 OLIVE ST	Improvements Value	\$0
City State	OMAHA NE	Land Value	\$164,981
Zip Code	68128-	Total Value	\$164,981
Property Address		Tax District	27133
Legal Description	LOT 25 BROOK VALLEY II BUSINESS PARK (3.21 AC)		

*Disclaimer:* This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Map Scale  
1 Inch = 367 feet

### Financial Information - SID 59

REVENUE		EXPENSES	
<b>General Fund</b>		<b>General Fund</b>	
<i>Income Sources:</i>		<i>Costs to Service:</i>	
Property Tax	\$ 642,750	Street Lighting	\$ 39,105
State Aid, Municipal Equalization Fund (MEF) & Municipal Infrastructure Development Fund (MIRF)		Street Maintenance - Personnel	\$ 66,909
Highway Allocation	\$ 79,645	Street Maintenance - Operating	\$ 14,000
Sales & Use Tax		Snow Removal	\$ 5,000
Franchise Tax		Street Signs	\$ 900
Permits & Inspections		Traffic Signals	\$ 3,000
<b>General Fund Income</b>	<b>\$ 722,395</b>	<b>Park Maintenance</b>	
<b>One-Time General Fund Income</b>		<b>Law Enforcement</b>	
Cash on Hand	\$ 1,383,443	Fire Protection	
<b>One-Time Income</b>	<b>\$ 1,383,443</b>	Community Development	
		Administration	
		Human Resource	
		Library	
		<b>General Fund Expenses</b>	<b>\$ 128,914</b>
		<b>Equipment - One-Time General Fund</b>	
		<b>One-Time Expenses</b> \$ -	
<b>Total General Fund Income</b>	<b>\$ 2,106,838</b>	<b>Total General Fund Expenses</b>	<b>\$ (128,914)</b>
<b>Sewer Fund</b>		<b>Sewer Fund</b>	
<i>Income Sources:</i>		<i>Sewer Personnel</i>	
Sewer Use Fees	\$ 65,000	Sewer Maintenance	\$ 16,800
<b>Sewer Fund Income</b>	<b>\$ 65,000</b>	<b>Sewer Fund Expenses</b>	<b>\$ 16,800</b>
		<b>Equipment - One-Time Sewer Fund</b>	
		Sewer Jet Truck	\$ 180,000
		<b>One-Time Expenses</b>	<b>\$ 180,000</b>
<b>Total Sewer Fund Income</b>	<b>\$ 65,000</b>	<b>Total Sewer Fund</b>	<b>\$ 196,800</b>
<b>Debt Service (Bond Fund)</b>		<b>Debt Service (Bond Fund)</b>	
<i>Income Sources:</i>		108th Street Improvements-One-Time Exp	
Property Tax	\$ 115,941		\$ 500,000
Unpaid Special Assessments	\$ 411,760	Rural Fire Districts - One-Time Expense	\$ 125,858
Special Assessments to be Levied		Debt Service Fund Expenses	\$ 625,858
Interest on Unpaid Assessments			
Cash On Hand	\$ -		
<b>Total Debt Service Income</b>	<b>\$ 527,701</b>	<b>Total Debt Service Fund Expenses</b>	<b>\$ 625,858</b>
		<b>Capital Fund - One-Time Expense</b>	
		Street Repairs	
		<b>Total Construction Fund Expenses</b> \$	
<b>One-Time Income</b>	<b>\$ 1,795,203</b>	<b>One-Time Expenses</b>	<b>\$ 805,858</b>
<b>Annual Income</b>	<b>\$ 903,336</b>	<b>Annual Expenses</b>	<b>\$ 145,714</b>

### Financial Information - SID 59

REVENUE	EXPENSES
<b>SID 59</b>	<b>SID 59</b>
<i>Income Sources:</i>	<i>Debt Service</i>
Property Tax <sup>1</sup>	\$ 115,941
Unpaid Special Assessments	\$ 411,760
Special Assessments to be Levied	\$ -
Interest on Unpaid Assessments	\$ -
Cash On Hand	\$ 1,383,443
	<b>\$ 1,911,144</b>
Property Tax - City Debt Service Fund <sup>2</sup>	\$ 115,941
	Estimated Annual P & I Payments <sup>3</sup>
	\$ -
<b>Total Revenue</b>	<b>\$ 1,911,144</b>
	<b>Total Expenses</b>
	<b>\$ 625,858</b>
<b>Current Assessed Valuation of SID 59</b>	<b>\$ 144,926,663</b>
	Outstanding Debt
	Less Unpaid Special Assessments
	Less Cash on Hand
	<b>Total Net Debt</b>
	\$ 625,858
	\$ 411,760
	\$ 1,383,443
	<b>\$ (1,169,345)</b>
	Net Debt to Assessed Valuation
	-0.81%

### ADDITIONAL INFORMATION

City Information - Pre Annexation		Current City of La Vista Tax Rate:	
Outstanding long term debt (10/01/06)	\$ 62,600,000	General Fund	0.4435
Less Cash reserves:		Debt Service	0.08
Debt Service Fund	\$ (7,508,967)	Total City Tax Rate <sup>4</sup>	
Invested Lottery Funds	\$ (3,930,990)		0.5235
<b>Net Debt (10/01/06)</b>	<b>\$ 51,160,043</b>		
Assessed Valuation		City Debt to Assessed Valuation Ratio	
Real Estate	\$ 980,290,913	Post - Annexation	
Personal Property	\$ 38,650,826		
<b>City Total Assessed Valuation</b>	<b>\$ 1,018,941,739</b>		
Net debt to assessed valuation ratio:	5.02%		
Debt to assessed valuation ratio:	6.14%		
		City post-annexation net debt/assessed valuation ratio	
			4.30%
		City post-annexation debt/assessed valuation ratio	
			5.43%

<sup>1</sup> SID 59 total assessed valuation X City's recommended bond levy of 8 cents

<sup>2</sup> SID 59 total assessed valuation X City's recommended bond levy of 8 cents

<sup>3</sup> Estimate on Total Bonds Payable & Warrants Outstanding - 20 year payment schedule

<sup>4</sup> Recommended City Tax Levy

**SANITARY AND IMPROVEMENT DISTRICT #214**  
**"Papio Valley I & 2 Business Parks"**

**I. Statistics**

- A. 2009 Valuation (Preliminary) = \$29,944,516
- B. SID Tax Levy (per \$100 valuation) = 0.430000
- C. Estimated Population (as of 6/30/09)\* = 0

\*Population estimated from 1990 Census, persons per household multiplied by housing unit count.

- D. Land Area (acres) = 88.04

- E. Land Use\*

- 1. Single Family Units = 0
- 2. Multi-Family Units = 0
- 3. Public Property = 0
- 4. Developed Commercial Lots = 12
- 5. Number of Vacant Lots = 6  
(as of 2007 aerials)

\*Housing unit count from building permit data.

- F. School District = Papillion/La Vista

- G. Fire District = Millard Suburban

**II. Improvements**

- A. Streets

Total Lane Miles = 1.29

Street Rating = Very Good

- 1. New Lane Miles: The possible annexation will include 1.29 lane miles of concrete pavement. The City's current lane mile total will increase 1% from 174.87 lane miles to 176.16 lane miles. An increase of \$6,800 is anticipated in Federal Highway Allocation Funds. The pavement in the proposed annexation area is in good condition and should require only normal maintenance.
- 2. Street Lights: The City will incur an additional 21 street lights. The fiscal impact annually on the utility line item in the Street Operating Budget will be approximately \$5,783. Omaha Public Power District is responsible for all maintenance and repair associated with the street lights.

3. Traffic Signals: No traffic signals in the proposed area.
4. Right-of-Way: The City will incur a minimal amount of right-of-way with the proposed annexation. No additional personnel or equipment will be required to maintain the proposed new right-of-way.
5. Street Maintenance & Snow Removal: The overall condition of the streets in the proposed annexation area is very good. The addition of 1.29 additional lane miles has no significant impact on street maintenance and snow removal. No additional equipment or personnel is required. Normal street maintenance which includes sweeping, pavement repair, crack sealing and pavement markings will be approximately \$2,000. Snow removal costs will be approximately \$1,000.
6. Street Signs: The largest percentage of traffic control and street marking signs has been installed in this area. Additional replacement signs will need to be purchased at a cost of approximately \$300.

B. Storm Sewer

1. The storm sewer system was designed and constructed to city standards. The system has been inspected and is in very good shape.

C. Sanitary Sewer

1. The City currently has 210,011 feet or 42.2 miles of sanitary sewer line. The proposed annexation will include an additional 3,264.97 feet or 0.61 miles of sanitary sewer line. General maintenance and treatment costs will be approximately \$5,288. No additional equipment or personnel will be required.
2. Revenue from user fees is anticipated to be approximately \$10,000.
3. The sanitary sewers flow into the following outfalls: Stonybrook #7 and Sarpy South #4.
4. **A portion of SID #59's and #214's sanitary sewer flows into the Sarpy Industrial Sewer. The City Attorney has advised the City to amend the 1996 interlocal agreement with the County.**

D. Water

1. Metropolitan Utilities District.

E. Public Parks/Recreational Facilities

1. No public ground.

F. Miscellaneous Improvements/Property Owned by SID

1. None that staff is aware of.

**III. City Services**

A. Police

1. Calls for Service: The Police Department has examined the impact of annexing Papio Valley I Business Park and has found that over the last 24 months there have been approximately 136 calls for service to the SID.
2. Fiscal Impact: The Police Department applied for and was not selected for COPS "stimulus grant" funding for two police officer positions to support the annexation of the SID. If other grant funding becomes available, it will be considered to fund the officers needed to handle the annexed areas. If grant funding is not available, the two required positions must be funded with general fund dollars. The two positions would be proposed for funding beginning April 2010. Costs in FY 09-10 for the positions include:  
\$85,122 for Full-time salary  
\$6,469 FICA  
\$29,574 Insurance  
\$5,107 Pension  
\$6,000 Uniforms and Equipment  
\$8,600 Portable Radios
3. Staffing Impact: During planning for the annexation of the Southport development, the Police Department planned and has since staffed an additional patrol district to service the western area. The planning at the time also included future service to the Southwind, Val Verde and Mayfair SID's. The new patrol district required, at a minimum, the addition of four police officers to staff the district. What we have discovered is the geographic size of the patrol district (96<sup>th</sup> west to I-80) has resulted in higher response times due to the majority of activity taking place on the western border. The

annexation of Papio Valley I Business Park without additional staffing may result in a further increase in response times. The area to be annexed is currently surrounded by the City limits and will likely enjoy faster response times than the County is presently providing, however, this may result in longer response times to the western area where increased activity is taking place. It is therefore recommended that two additional positions be authorized to absorb the activity created by the annexation.

4. Overall: With additional staff, the annexed area will be served with improved response times.

B. Fire

1. Calls for Service: The Fire and Rescue Department has researched the annexation impact in the area of calls for service and has found that over the last 24 months there have been approximately 8 calls for service from this SID.
1. Fiscal Impact: With regard to the current number of calls for service, the department has sufficient apparatus to support the SID without the need for additional resources.
2. Staffing Impact: With regard to the current number of calls for service, the department has sufficient staffing to continue service to the area.
3. Overall: The volunteer Fire Department will continue to monitor calls for service in the area and maintain adequate response times. There appears to be adequate water supply and access roads for fire and EMS response.

C. Library

1. No impact to the La Vista Public Library is anticipated from this annexation.

D. Recreation

1. No impact to the La Vista Recreation Department is anticipated from this annexation.

E. Community Development

1. This SID is not contiguous to the City limit unless one of the other proposed annexations occurs.

2. Annexation of this SID is consistent with the annexation plan submitted to the City Council at the Strategic Planning session.
3. At their September 17, 2009 meeting, the Planning Commission voted to recommend approval of the annexation plan to the City Council as an amendment to the Comprehensive Plan. The City Council will conduct a public hearing and consider the amendment at their October 6, 2009 meeting.

#### **IV. Contractual Obligations of the SID**

- A. Contracts
  1. No information available.
- B. Pending Litigation
  1. No information available.
- C. Pending Improvement Projects
  1. No information available.

#### **V. Analysis**

- A. Annexation Suitability
  1. This SID is not bordered by the City limits and would not be a contiguous annexation without the annexation of SID 59 or the miscellaneous lots.
  2. From a financial standpoint, annual property tax revenue falls short of debt service by approximately \$26,044. However, total annual income from all funds exceeds total annual expense by \$109,189.
  3. The SID has \$231,203 cash on hand, which will improve the City's overall cash flow.
  4. The City's net debt to assessed valuation ratio would be reduced from 5.02% to 4.89%.
- B. Policy Alternatives
  1. Annex.

2. Postpone annexation until debt level is reduced.

C. Recommendations/Conclusions

1. Annex.

Revised 11-13-09

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**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 1, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR FINAL PUD PLAN, FINAL PLAT, CUP AND SUBDIVISION AGREEMENT APPROVAL — LOTS 13 & 14, CRESTVIEW HEIGHTS	◆RESOLUTION (3) ◆ORDINANCE (1) RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled, and three resolutions and an ordinance have been prepared to approve a Final PUD Plan, a Final Plat, a Conditional Use Permit for proposed Lot 4, and a Subdivision Agreement for Lots 13 & 14, Crestview Heights (proposed as Lots 1 thru 5, Harrison Heights) for the purpose of a mixed use development with senior housing and commercial uses, generally located north and east of Gertrude Street and south of Harrison Street at 75<sup>th</sup>.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled to consider the following actions for Lots 13 and 14, Crestview Heights:

1. Approval of a Final PUD Plan for 112 units of senior housing with 52 garages and 75 parking stalls; 48 units of affordable senior housing with 60 parking stalls; and three buildings for commercial development totaling 20,500 square feet of commercial flex space with 102 parking stalls.
2. Approval of a Final Plat to subdivide Lots 13 and 14, Crestview Heights, into five lots for residential and commercial purposes, to be known as Lots 1 thru 5, Harrison Heights.
3. Approval of a Conditional Use Permit for 112 multiple family dwellings for seniors on proposed Lot 4, Harrison Heights.
4. Approval of a Subdivision Agreement.

The property is located north and east of Gertrude Street and south of Harrison Street at approximately 75<sup>th</sup> Street. The application has been submitted by Victor Pelster on behalf of the property owner, the Empire Group, LLC.

On August 4, 2009 the City Council approved an amendment to the City's Future Land Use Map to high density residential and commercial uses. A rezoning was also approved to R-3 PUD, High Density Residential Planned Unit Development, and C-2 PUD, General Commercial District Planned Unit Development to allow for senior apartments and an abutting commercial development.

The City's Comprehensive Plan identifies one of the community's goals is to "provide all residents with access to a variety of safe, decent, sanitary housing types, including elderly and persons with disabilities." The housing

policies also identify to “promote development of residential options for La Vista’s residents of all income levels.” This application includes two lots proposed for residential development: proposed Lot 4, Harrison Heights includes 112 units of senior independent market rate housing with surface parking and 52 enclosed garages, and proposed Lot 5 identifies 48 units of senior affordable housing with surface parking. A Conditional Use Permit application has been submitted for only proposed Lot 4 at this time. The owner of proposed Lot 5 will be required to obtain a Conditional Use Permit prior to approval of a building permit.

The application also includes three lots for commercial development. Three buildings totaling 20,500 square feet are proposed with shared parking and access.

The property is not within the Gateway Corridor Overlay District however the applicant agreed to adopt the design guidelines as part of the PUD approval. Architectural review of the buildings and garages proposed to be located on all five lots has been completed and the colored elevation renderings are attached as an exhibit to the Final PUD Plan. Minor revisions based comments from the City’s design review architect can be completed at the time of building permit review.

A traffic impact study was performed at the time of preliminary review and approval. The study identified the Level of Service (LOS) on the surrounding roads and intersections are within acceptable ranges with the addition of the development.

A more detailed staff report is attached. Staff recommends approval based on the fact that the final plans are in substantial conformance with the preliminary plans as approved.

The Planning Commission held public hearings on September 17, 2009, and October 15, 2009, and recommended approval of the Conditional Use Permit for Lot 4, the Final PUD Plan and the Final Plat of the Harrison Heights subdivision with the four conditions as stated in the staff report.

NOTE: Some of the exhibits are the same for each document (PUD plan, CUP and Subdivision Agreement). They have not been copied more than once.

ORDINANCE NO. \_\_\_\_\_

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

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

Section 1. In accordance with Section 5.15 of the La Vista Zoning Ordinance No. 848, the final PUD-1 (Planned Unit Development) plan for Harrison Heights is developed for the following described real estate, to wit:

LEGAL DESCRIPTION

See exhibit "A" attached hereto and made a part hereof.

Section 2. This document provides for a PUD plan for development of a planned residential area for senior living that will service not only the city, but also the surrounding market area. In addition the PUD includes a small community commercial center. The residential area is characterized by senior apartments served by separate parking and garage facilities uniquely located on two tracts of land with a combined area of approximately 9.39 acres. The commercial center is characterized by multiple-tenant or free-standing retail, office and general services served by communal parking areas and uniquely located on three tracts of land with a combined area of approximately 2.66 acres. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, construction of site improvements and build out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying residential and commercial zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

Section 3. Definitions

Unless a contrary intent is clearly indicated herein, the following words and phrases shall have the following meanings, regardless of whether or not capitalized:

- A. "Developer" shall mean Empire Group L.L.C. its successors and assigns.
- B. "Free Standing Building" shall refer to any building or similar structure, each of which conducts a separate business or multi-family housing.
- C. "Multiple-attached Building" shall refer to any building or similar structure that houses more than a single tenant or owner, in which numerous, discrete business activities are conducted.
- D. "Open Space" shall mean anything on the site except buildings, parking lots or drives for vehicular circulation that is generally pervious, but may include well landscaped pedestrian places, pools, pool decks and roof gardens.
- E. "Planned Unit Development Plan" shall mean a plan developed and approved that outlines certain provisions for the property and its uses. Such plan shall consist of the final plat, design guidelines, landscaping, etc.
- F. "Plat" or "the Plat," shall mean the final plat approved by the City Council.
- G. "Subdivision" shall mean the 12.044 acres of land described in Exhibit "A" hereto, to be known as "Harrison Heights".

Section 4. Parcel Identification Map

Attached hereto and made a part of this PUD plan for parcel delineation is the Parcel Identification Map for the Harrison Heights PUD (Planned Unit Development), marked Exhibit "B".

## Section 5. Conceptual Site Plan

A conceptual site plan for each parcel is attached as Exhibit "C" entitled "Final Planned Unit Development" plan. All development on each parcel shall be in substantial conformance with this plan.

## Section 6. Allowed Uses

Unless otherwise provided in this Ordinance, Permitted and Permitted Conditional Uses allowed within the R-3 High Density Residential District shall be allowed on Lots 4 and 5, Harrison Heights except as modified below:

- A. The following uses shall be prohibited:
  - i. Non-age restricted apartments

Unless otherwise provided in this Ordinance, all Permitted and Permitted Conditional Uses allowed within the C-2 General Commercial District shall be allowed on Lots 1, 2 and 3, Harrison Heights except as modified below:

- B. The following uses shall be prohibited:
  - i. None

## Section 7. Building Design Guidelines and Criteria

Building design shall be performed in accordance with the City of La Vista's Commercial Building Design Guide and Criteria dated September 15, 1999. Buildings within this development will be compatible and coordinated in their architectural design and the exterior appearance shall be in substantial conformance with the Colored Elevation Renderings attached hereto as Exhibit "D". Materials shall be similar and coordinated so all buildings in the PUD appear cohesive in their design.

## Section 8. Conditions

Section 5.15 of the La Vista Zoning Ordinance No. 848 includes the Planned Unit Development Overlay District (PUD) and establishes certain regulations and guidelines pertaining to accompanying information required on a Plat, Site Plan and/or conditional use permits. All uses shall adhere to the underlying zoning district except as herein provided.

### A. General Conditions

Exhibit "B" and Exhibit "C" incorporate commercial uses as allowed by C-2 General Commercial Zoning on Lots 1, 2 and 3.

In addition, the following general site plan criteria shall be integrated into and made part of the Harrison Heights PUD.

- i. All subdivisions, public streets, public street rights-of-way and general development shall adhere to the standards and design criteria set forth in the La Vista Subdivision Regulations and the most current design standards adopted by the City of La Vista pertaining thereto unless otherwise stated within this PUD Plan and Harrison Heights Design Guidelines.
- ii. Unless otherwise specified herein, the development of the Harrison Heights PUD shall comply with the applicable La Vista Zoning District Regulations or any other applicable City Codes.

### B. Land Use Design Criteria

Unless provided otherwise in this PUD Plan, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate commercial and residential zoning districts shall apply to any development within the identified area. The negative elements of such uses as loading docks, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and

buffered from view by the general public through the use of architectural features or earth berthing and landscaping.

- i. The intent of the design and layout of Lots 1, 2 and 3 is to develop retail, office center(s) and/or individual businesses. The intent of the design and layout for Lots 4 and 5 is to develop senior apartments.

C. Access and Off-Street Parking

- i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.
- ii. Off-Street Parking. Parking on lots in the identified commercial areas shall be provided based on the City's most current off-street parking requirements for the uses proposed on the property. Commercial uses for Lots 1, 2 and 3 shall be coordinated to ensure the required parking for each use is provided on Lots 1, 2 and 3 as determined by the City of La Vista. Parking on lots in the identified residential areas shall be provided based on the aggregate ratio of one (1) space per unit plus one (1) space per employee on the largest shift.

a. Landscaping.

- (1) Off-street parking areas containing twenty-five (25) or more parking spaces shall provide internal landscaping, other than that required in a buffer zone or along street frontages, and shall be protected by a concrete curb.
- (2) Landscape islands a minimum of seven (7) feet in width shall be provided at the end of all parking rows. In addition, landscape islands a minimum of seven (7) feet in width shall be provided throughout the parking lots such that no parking space is farther than one hundred twenty (120) feet away from any landscaped space.
- (3) Required trees shall be located to minimize potential damage to vehicles, to insure adequate sight distance, and the maneuvering of emergency vehicles within the development and each lot.
- (4) The internal landscaped areas shall be located to direct traffic, dispersed throughout the lot to improve site aesthetics, and installed so that, when mature, it does not obscure traffic signs, fire hydrants, lighting, drainage patterns on site or adjacent properties, or obstruct vision for safety of ingress or egress.
- (5) Parking areas shall be screened, recessed, or otherwise constructed and located so as to prevent the glare from automobile headlights illuminating adjacent properties and to minimize negative views from public streets.
- (6) Parking area lighting shall be shielded so as to prevent illumination of adjacent properties.
- (7) Off-street loading areas shall not interfere with or impede the circulation or flow of traffic.

D. Signage

All signs may be permitted with approval of a sign permit based upon the adopted sign regulations, except as modified herein. To the extent that the provisions of this PUD Plan conflict with or are more restrictive than similar provisions provided in the La Vista Zoning Ordinance, the provisions of this PUD Plan shall control.

This Ordinance recognizes that because of the size and scope of the project, and because access will be obtained to the development via large public arterial

streets, the project has a need for flexibility in the signage regulations applicable thereto.

- i. Project Directory Signs. Project Directory Signs shall be allowed on the internal roadways of the subdivision to help facilitate movement through and around the development. The sign area, setback, and number of project directional signs located within the development shall be determined in conjunction with the issuance of the sign permit for the development. The Project Directory Signs may contain directional information about the location of individual businesses within the development, as such information may be set forth the name of the business and use logos, service marks, or stylized letters that are identified with that business. Any Project Directory Sign may contain the Developer's logo for the development.
- ii. Center Identification Signs. Multi-tenant buildings, multi-attached buildings and free standing buildings as part of a mall in the identified area may be allowed to advertise on center identification signs. Such signs shall be a maximum of twenty-four (24) feet in height and contain a maximum of one hundred fifty (150) square feet of signage. Center identification signs may be allowed for individual users to identify their location off of internal streets or driveways with the approval of a sign permit. Such signs may include logos; located at least twenty (20) feet from the street right-of-way and ten (10) feet from the property line; and at not more than one per entrance.
- iii. Monument Signs. Monument signs for free standing buildings in the identified area shall not exceed fifteen (15) feet in height. Such signs may include logos; located at least ten (10) feet from the street right-of-way and ten (10) feet from the property line; and at not more than one per street frontage.

Section 9. Amendment to this PUD Plan Application for amendments to this PUD plan may be made only by the Developer as long as it holds ownership of any portion of Harrison Heights Subdivision. This shall overwrite Section 5.15.09 of the 2001 LaVista Nebraska zoning ordinance.

Section 10. That this Ordinance shall be in full force and effect after its passage approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2009.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE FINAL PLAT FOR LOTS 13 AND 14, CRESTVIEW HEIGHTS, TO BE REPLATTED AS LOTS 1 THRU 5, HARRISON HEIGHTS, A SUBDIVISION LOCATED IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a Final Plat for Lots 13 and 14, Crestview Heights, to be replatted as Lots 1 thru 5, Harrison Heights; and

WHEREAS, the City Administrator and the City Engineer have reviewed the final plat; and

WHEREAS, on October 15, 2009, the La Vista Planning Commission held a public hearing and reviewed the final plat and recommended approval subject to resolution of items identified by the city engineer and staff.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the plat for Lots 13 and 14, Crestview Heights, to be replatted as Lots 1 thru 5, Harrison Heights, a subdivision located in the Northeast  $\frac{1}{4}$  of Section 14, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located south of Harrison Street & north and east of Gertrude Street, be, and hereby is, approved subject to the resolution of the following items identified by the City Engineer and staff:

1. The Final PUD Plan has been reviewed for conformance to the approved Preliminary PUD Plan and found to be in substantial conformance.
2. The necessary mylar copies of the final plat must be submitted with all required signatures.
3. A staking bond or letter certifying that lot corners have been pinned should be provided prior to the Mayor signing the final plat mylars. If provided, the staking bond should be based on \$150 per lot.
4. The Subdivision Agreement is under review by the City Attorney.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2009.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR MULTIPLE FAMILY DWELLINGS FOR SENIORS ON PROPOSED LOT 4, HARRISON HEIGHTS

WHEREAS, Scott Kennedy, on behalf of Calamar, has applied for a conditional use permit for the purpose of having multiple family dwellings for seniors on proposed Lot 4, Harrison Heights; 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 Calamar, represented by Scott Kennedy for the purpose of having multiple family dwellings for seniors on proposed Lot 4, Harrison Heights.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2009.

CITY OF LA VISTA

ATTEST:

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

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

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 THRU 5, HARRISON HEIGHTS SUBDIVISION IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, the City Council did on December 1, 2009 approve the final plat for lots 1 thru 5 Harrison Heights Subdivision subject to certain conditions; and

WHEREAS, the Developer, Empire Group, LLC, has agreed to execute a subdivision Agreement satisfactory in form to the City Attorney and City Administrator; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the December 1, 2009 City Council meeting for the Harrison Heights Subdivision be, and hereby is approved and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2009.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA  
PLANNING DIVISION**

**RECOMMENDATION REPORT**

FOR HEARING OF: December 1, 2009  
REPORT DATED: November 19, 2009

**I. GENERAL INFORMATION**

**A. APPLICANT:**

<u>Final PUD Plan and Final Plat:</u>	<u>CUP:</u>
Empire Group, LLC	Calamar
1941 S. 42 <sup>nd</sup> Street	6614 S. 118 <sup>th</sup> Street
Omaha, NE 68105	Omaha, NE 68137

**B. PROPERTY OWNER:**

Empire Group, LLC

**C. LOCATION:**

North and east of Gertrude Street and South of Harrison Street at approximately 75<sup>th</sup>.

**D. LEGAL DESCRIPTION:**

Lots 13 & 14, Crestview Heights, being replatted as Lots 1 thru 5, Harrison Heights

**E. REQUESTED ACTION(S):**

Approval of Final PUD Plan, Final Plat and Conditional Use Permit for proposed Lot 4, Harrison Heights

**F. EXISTING ZONING AND LAND USE:**

R-3 PUD, High Density Residential Planned Unit Development, and C-2 PUD, General Commercial Planned Unit Development

**G. PURPOSE OF REQUEST:**

Subdivide Lots 13 & 14, Crestview Heights into five lots; two to be developed for senior multi-family housing, and three lots for commercial development.

**H. SIZE OF SITE:**

12.044 acres

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site has been graded for development; mature pine trees and deciduous trees have been preserved on the southern perimeter of the property.

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

1. **North:**  
City of Ralston, residential subdivision
2. **East:**  
Crestview Village, R-3 High Density Residential
3. **South:**  
Crestview Heights, R-1 Single Family Residential
4. **West:**  
Crestview Heights, R-1 Single Family Residential

**C. RELEVANT CASE HISTORY:**

On September 4, 2008, the property was sold by the Metropolitan Utilities District to the Empire Group. Prior to the sale the property had remained undeveloped and was being farmed.

On August 4, 2009 the City Council approved an amendment to the Future Land Use Plan of the Comprehensive Plan and a rezoning from T-A, Transitional Agriculture, to R-3 PUD, High Density Residential Planned Unit Development, and C-2 PUD, General Commercial Planned Unit Development. The Preliminary PUD Plan was approved with 112 units of senior market rate housing, with 55 garages; and 48 units of affordable senior housing with all surface parking. Three commercial buildings were also approved with a total of 20,500 square feet of commercial flex space.

**D. APPLICABLE REGULATIONS:**

1. Section 5.08, Zoning Ordinance, regarding the R-3 High Density Residential District.
2. Section 5.11, Zoning Ordinance, regarding the C-2 General Commercial District.
3. Section 5.15, Zoning Ordinance, regarding the PUD Planned Unit Development Overlay District
4. Article 6, Zoning Ordinance, regarding Conditional Use Permits
5. Section 3.05, Subdivision Regulations, regarding Final Plat Specifications.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan identifies this site for high density residential and commercial development. The Comprehensive Plan also identifies one of the General Community Goals as “Provide all residents with access to a variety of safe, decent, sanitary housing types, including elderly and persons with disabilities.” The Housing Policies also state “Promote development of residential options for La Vista’s residents of all income levels” and “Actively access affordable housing programs available from local, state and federal agencies/departments.”

**B. OTHER PLANS:**

Traffic Impact Analysis.

**C. TRAFFIC AND ACCESS:**

1. Access to Harrison Street from the site is restricted to one location for right-

- in/right-out turns only.
- 2. Access to Gertrude Street from the site is identified at four locations.
- 3. A traffic impact analysis was prepared by the applicants engineer and reviewed by the City's consulting traffic engineer. The study identifies the Level of Service (LOS) on the surrounding roads and intersections are within acceptable ranges with the addition of the development.

**D. UTILITIES:**

All utilities are available to the site.

**IV. REVIEW COMMENTS**

- 1. The Final PUD Plan has been reviewed for conformance to the approved Preliminary PUD Plan and found to be in substantial conformance.
- 2. The necessary mylar copies of the final plat must be submitted with all required signatures.
- 3. A staking bond or letter certifying that lot corners have been pinned should be provided prior to the Mayor signing the final plat mylars. If provided, the staking bond should be based on \$150 per lot.
- 4. The Subdivision Agreement is under review by the City Attorney.

**V. STAFF RECOMMENDATIONS**

APPROVE the Final PUD Plan and Final Plat for Lots 1 thru 5, Harrison Heights, subject to satisfactory completion of a Subdivision Agreement, and APPROVE a Conditional Use Permit for Lot 4, Harrison Heights, for multi-family senior housing.

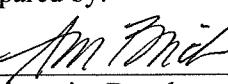
**VI. ATTACHMENTS TO REPORT**

- 1. Vicinity Map
- 2. Final PUD Plan
- 3. Final Plat
- 4. Subdivision Agreement
- 5. Conditional Use Permit for Lot 4, Harrison Heights

**VII. COPIES OF REPORT TO**

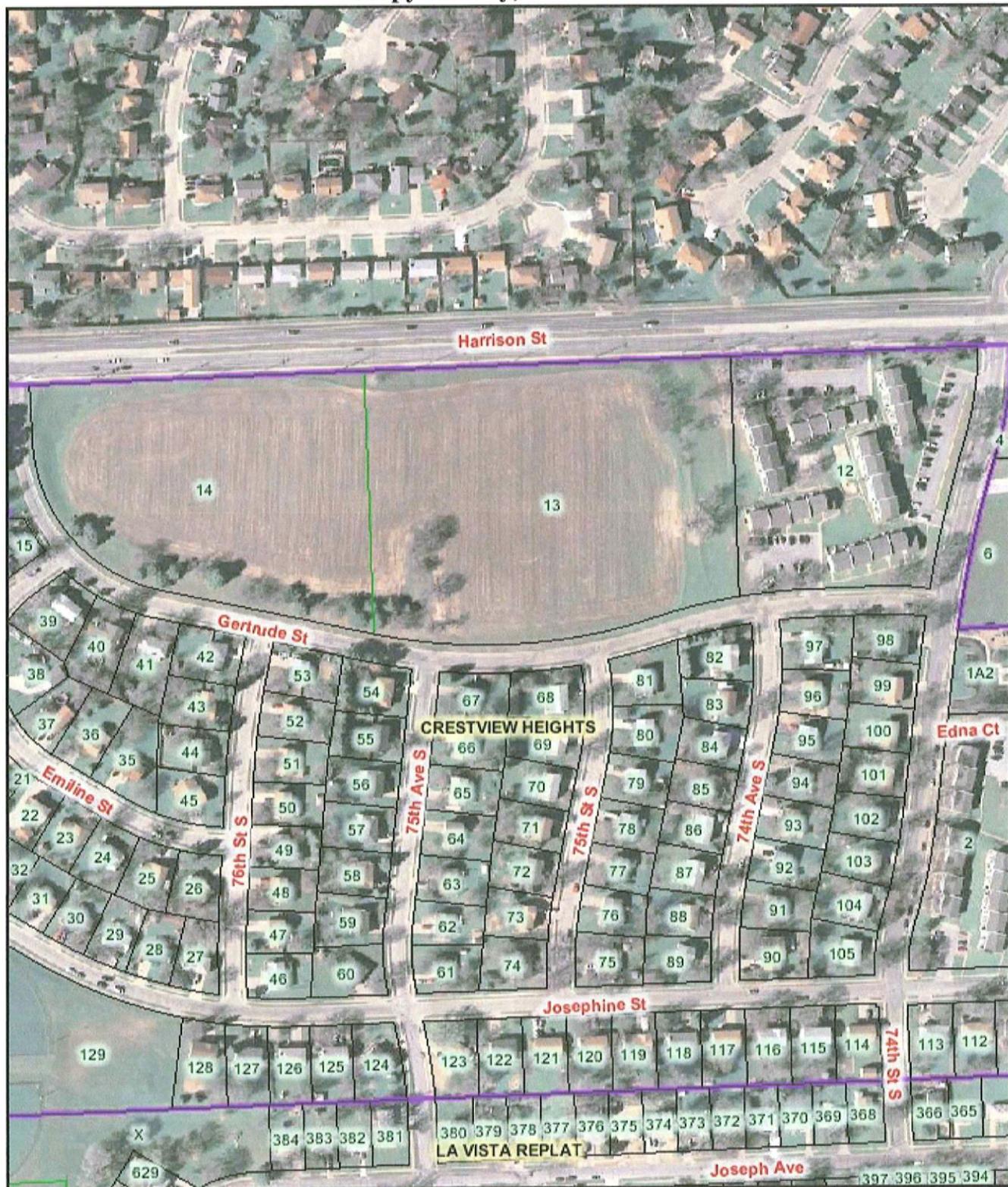
- 1. Victor Pelster, Empire Group, LLC
- 2. Scott Kennedy, Calamar
- 3. Homer Hunt, E & A Consulting
- 4. Public Upon Request

  
Prepared by:

 11-23-09  
Community Development Director

Date

## Sarpy County, Nebraska



*Disclaimer:* This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Map Scale  
1 inch = 256 feet

## PUD PLAN

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

Section 1. In accordance with Section 5.15 of the La Vista Zoning Ordinance No. 848, the final PUD-1 (Planned Unit Development) plan for Harrison Heights is developed for the following described real estate, to wit:

### LEGAL DESCRIPTION

See exhibit "A" attached hereto and made a part hereof.

Section 2. This document provides for a PUD plan for development of a planned residential area for senior living that will service not only the city, but also the surrounding market area. In addition the PUD includes a small community commercial center. The residential area is characterized by senior apartments served by separate parking and garage facilities uniquely located on two tracts of land with a combined area of approximately 9.39 acres. The commercial center is characterized by multiple-tenant or free-standing retail, office and general services served by communal parking areas and uniquely located on three tracts of land with a combined area of approximately 2.66 acres. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, construction of site improvements and build out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying residential and commercial zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

### Section 3. Definitions

Unless a contrary intent is clearly indicated herein, the following words and phrases shall have the following meanings, regardless of whether or not capitalized:

- A. "Developer" shall mean Empire Group L.L.C. its successors and assigns.
- B. "Free Standing Building" shall refer to any building or similar structure, each of which conducts a separate business or multi-family housing.
- C. "Multiple-attached Building" shall refer to any building or similar structure that houses more than a single tenant or owner, in which numerous, discrete business activities are conducted.
- D. "Open Space" shall mean anything on the site except buildings, parking lots or drives for vehicular circulation, that is generally pervious, but may include well landscaped pedestrian places, pools, pool decks and roof gardens.
- E. "Planned Unit Development Plan" shall mean a plan developed and approved that outlines certain provisions for the property and its uses. Such plan shall consist of the final plat, design guidelines, landscaping, etc.
- F. "Plat" or "the Plat," shall mean the final plat approved by the City Council.

G. "Subdivision" shall mean the 12.044 acres of land described in Exhibit "A" hereto, to be known as "Harrison Heights".

#### **Section 4. Parcel Identification Map**

Attached hereto and made a part of this PUD plan for parcel delineation is the Parcel Identification Map for the Harrison Heights PUD (Planned Unit Development), marked Exhibit "B".

#### **Section 5. Conceptual Site Plan**

A conceptual site plan for each parcel is attached as Exhibit "C" entitled "Final Planned Unit Development" plan. All development on each parcel shall be in substantial conformance with this plan.

#### **Section 6. Allowed Uses**

Unless otherwise provided in this Ordinance, Permitted and Permitted Conditional Uses allowed within the R-3 High Density Residential District shall be allowed on Lots 4 and 5, Harrison Heights except as modified below:

A. The following uses shall be prohibited:

- i. Non-age restricted apartments

Unless otherwise provided in this Ordinance, all Permitted and Permitted Conditional Uses allowed within the C-2 General Commercial District shall be allowed on Lots 1,2 and 3, Harrison Heights except as modified below:

B. The following uses shall be prohibited:

- i. None

#### **Section 7. Building Design Guidelines and Criteria**

Building design shall be performed in accordance with the City of La Vista's Commercial Building Design Guide and Criteria dated September 15, 1999. Buildings within this development will be compatible and coordinated in their architectural design and the exterior appearance shall be in substantial conformance with the Colored Elevation Renderings attached hereto as Exhibit "D". Materials shall be similar and coordinated so all buildings in the PUD appear cohesive in their design.

#### **Section 8. Conditions**

Section 5.15 of the La Vista Zoning Ordinance No. 848 includes the Planned Unit Development Overlay District (PUD) and establishes certain regulations and guidelines pertaining to accompanying information required on a Plat, Site Plan and/or conditional use permits. All uses shall adhere to the underlying zoning district except as herein provided.

A. General Conditions

Exhibit "B" and Exhibit "C" incorporate commercial uses as allowed by C-2 General Commercial Zoning on Lots 1,2 and 3.

In addition, the following general site plan criteria shall be integrated into and made part of the Harrison Heights PUD.

- i. All subdivisions, public streets, public street rights-of-way and general development shall adhere to the standards and design criteria set forth in the La Vista Subdivision Regulations and the most current design standards adopted by the City of La Vista pertaining thereto unless otherwise stated within this PUD Plan and Harrison Heights Design Guidelines.
- ii. Unless otherwise specified herein, the development of the Harrison Heights PUD shall comply with the applicable La Vista Zoning District Regulations or any other applicable City Codes.

B. Land Use Design Criteria

Unless provided otherwise in this PUD Plan, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate commercial and residential zoning districts shall apply to any development within the identified area. The negative elements of such uses as loading docks, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by the general public through the use of architectural features or earth berthing and landscaping.

- i. The intent of the design and layout of Lots 1,2 and 3 is to develop retail, office center(s) and/or individual businesses. The intent of the design and layout for Lots 4 and 5 is to develop senior apartments.

C. Access and Off-Street Parking

- i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.
- ii. Off-Street Parking. Parking on lots in the identified commercial areas shall be provided based on the City's most current off-street parking requirements for the uses proposed on the property. Commercial uses for Lots 1, 2 and 3 shall be coordinated to ensure the required parking for each use is provided on Lots 1, 2 and 3 as determined by the City of La Vista. Parking on lots in the identified residential areas shall be provided based on the aggregate ratio of one (1) space per unit plus one (1) space per employee on the largest shift.

a. Landscaping.

- (1) Off-street parking areas containing twenty-five (25) or more parking spaces shall provide internal landscaping, other than that required in a buffer zone or along street frontages, and shall be protected by a concrete curb.
- (2) Landscape islands a minimum of seven (7) feet in width shall be provided at the end of all parking rows. In addition, landscape islands a minimum of seven (7) feet in width shall be provided throughout the parking lots such that no parking space is farther than one hundred twenty (120) feet away from any landscaped space.
- (3) Required trees shall be located to minimize potential damage to vehicles, to insure adequate sight distance, and the maneuvering of emergency vehicles within the development and each lot.
- (4) The internal landscaped areas shall be located to direct traffic, dispersed throughout the lot to improve site aesthetics, and installed so that, when mature, it does not obscure traffic signs, fire hydrants, lighting, drainage patterns on site or adjacent properties, or obstruct vision for safety of ingress or egress.
- (5) Parking areas shall be screened, recessed, or otherwise constructed and located so as to prevent the glare from automobile headlights illuminating adjacent properties and to minimize negative views from public streets.
- (6) Parking area lighting shall be shielded so as to prevent illumination of adjacent properties.
- (7) Off-street loading areas shall not interfere with or impede the circulation or flow of traffic.

D. Signage

All signs may be permitted with approval of a sign permit based upon the adopted sign regulations, except as modified herein. To the extent that the provisions of this PUD Plan conflict with or are more restrictive than similar provisions provided in the La Vista Zoning Ordinance, the provisions of this PUD Plan shall control.

This Ordinance recognizes that because of the size and scope of the project, and because access will be obtained to the development via large public arterial streets, the project has a need for flexibility in the signage regulations applicable thereto.

- i. Project Directory Signs. Project Directory Signs shall be allowed on the internal roadways of the subdivision to help facilitate movement through and around the development. The sign area, setback, and number of project directional signs located within the development shall be determined in conjunction with the issuance of the sign permit for the development. The Project Directory Signs may contain directional information about the location of individual businesses within the development, and such information may be set forth the name of the business and use logos, service marks, or stylized letters that are

identified with that business. Any Project Directory Sign may contain the Developer's logo for the development.

- ii. **Center Identification Signs.** Multi-tenant buildings, multi-attached buildings and free standing buildings as part of a mall in the identified area may be allowed to advertise on center Identification signs. Such signs shall be a maximum of twenty-four (24) feet in height and contain a maximum of one hundred fifty (150) square feet of signage. Center identification signs may be allowed for individual users to identify their location off of internal streets or driveways with the approval of a sign permit. Such signs may include logos; located at least twenty (20) feet from the street right-of-way and ten (10) feet from the property line; and at not more than one per entrance.
- iii. **Monument Signs.** Monument signs for free standing buildings in the identified area shall not exceed fifteen (15) feet in height. Such signs may include logos; located at least ten (10) feet from the street right-of-way and ten (10) feet from the property line; and at not more than one per street frontage.

Section 9. **Amendment to this PUD Plan** Application for amendments to this PUD plan may be made only by the Developer as long as it holds ownership of any portion of Harrison Heights Subdivision. This shall overwrite Section 5.15.09 of the 2001 LaVista Nebraska zoning ordinance.

Section 10. That this Ordinance shall be in full force and effect after its passage approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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City Clerk

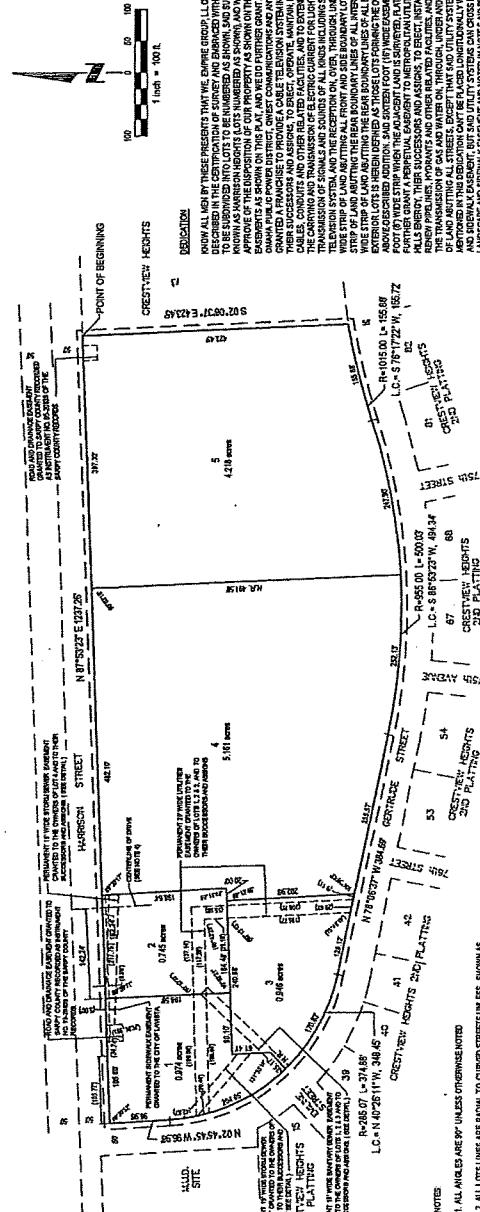
EXHIBIT "A"  
LEGAL DESCRIPTION

BEING A REPLATTING OF LOTS 13 AND 14,  
CRESTVIEW HEIGHTS (2ND PLATTING), A SUBDIVISION LOCATED IN THE NE 1/4 OF SECTION 14, TOWNSHIP  
14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13, CRESTVIEW HEIGHTS (2ND PLATTING) SAID  
POINT ALSO BEING THE NORTHWEST CORNER OF LOT 12, CRESTVIEW HEIGHTS, A SUBDIVISION LOCATED  
IN SAID NE 1/4 OF SECTION 14, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF HARRISON  
STREET; THENCE S02°06'37"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 13, CRESTVIEW  
HEIGHTS (2ND PLATTING), SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 12, CRESTVIEW HEIGHTS, A  
DISTANCE OF 423.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13, CRESTVIEW HEIGHTS (2ND  
PLATTING), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 12, CRESTVIEW HEIGHTS, SAID  
POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF GERTRUDE STREET; THENCE WESTERLY  
ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF GERTRUDE STREET AND ALSO THE EASTERLY  
RIGHT-OF-WAY LINE OF SAID GERTRUDE STREET, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID  
LOTS 13 AND 14, CRESTVIEW HEIGHTS (2ND PLATTING), AND ALSO THE WESTERLY LINE OF SAID LOT 14,  
CRESTVIEW HEIGHTS (2ND PLATTING) ON THE FOLLOWING DESCRIBED COURSES; THENCE  
SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1015.00 FEET, A DISTANCE OF 155.88 FEET,  
SAID CURVE HAVING A LONG CHORD WHICH BEARS S76°17'22"W, A DISTANCE OF 155.72 FEET; THENCE  
WESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 955.00 FEET, A DISTANCE OF 500.03 FEET, SAID  
CURVE HAVING A LONG CHORD WHICH BEARS S86°53'23"W, A DISTANCE OF 494.34 FEET; THENCE  
N78°06'37"W, A DISTANCE OF 384.69 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS  
OF 285.07 FEET, A DISTANCE OF 374.88 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS  
N40°26'11"W, A DISTANCE OF 348.45 FEET; THENCE N02°45'45"W, A DISTANCE OF 96.98 FEET TO THE  
NORTHWEST CORNER OF SAID LOT 14, CRESTVIEW HEIGHTS (2ND PLATTING), SAID POINT ALSO BEING THE  
POINT OF INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF GERTRUDE STREET AND SAID SOUTH  
RIGHT-OF-WAY LINE OF HARRISON STREET; THENCE N87°53'23"E ALONG SAID SOUTH RIGHT-OF-WAY LINE  
OF HARRISON STREET, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOTS 14 AND 13, CRESTVIEW  
HEIGHTS (2ND PLATTING), A DISTANCE OF 1237.26 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 12.044 ACRES, MORE OR LESS.

# HARRISON HEIGHTS



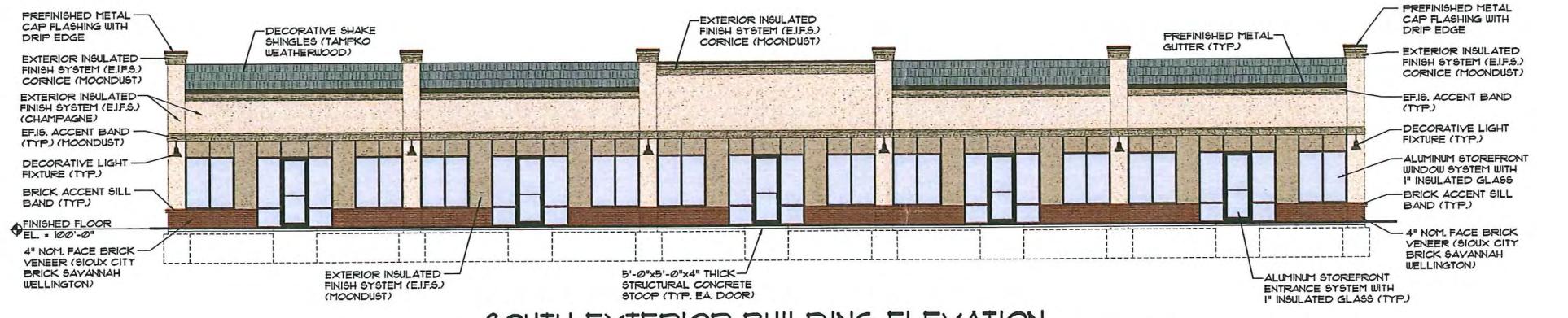




**NORTH EXTERIOR BUILDING ELEVATION**

SCALE: 1/8" = 1'-0"

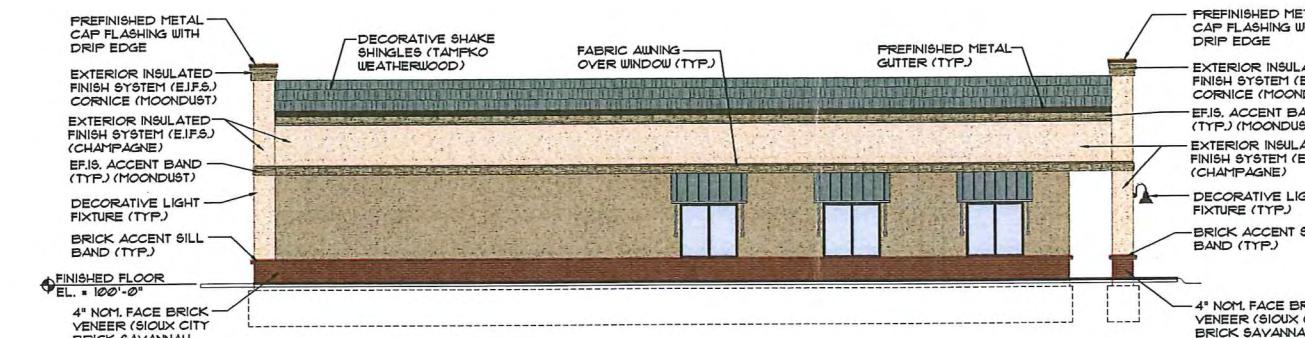
Labels: PREFINISHED METAL CAP FLASHING WITH DRIP EDGE, EXTERIOR INSULATED FINISH SYSTEM (EIFS), CORNICE (MOONDUST), EXTERIOR INSULATED FINISH SYSTEM (EIFS) (CHAMPAGNE), EIFS, ACCENT BAND (TYP) (MOONDUST), DECORATIVE LIGHT FIXTURE (TYP), BRICK ACCENT SILL BAND (TYP), FINISHED FLOOR EL. = 100'-0", 4" NOM. FACE BRICK VENEER (SIOUX CITY BRICK SAVANNAH WELLINGTON), DECORATIVE SHAKE SHINGLES (TAMPAKO WEATHERWOOD), EXTERIOR INSULATED FINISH SYSTEM (EIFS) CORNICE (MOONDUST), EIFS, ACCENT BAND (TYP), DECORATIVE LIGHT FIXTURE (TYP), BRICK ACCENT SILL BAND (TYP), 4" NOM. FACE BRICK VENEER



**SOUTH EXTERIOR BUILDING ELEVATION**

SCALE: 1/8" = 1'-0"

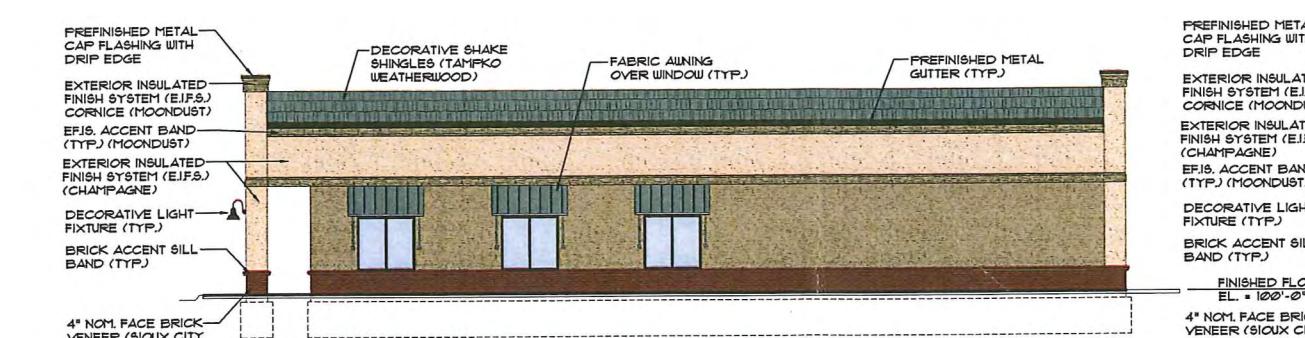
Labels: PREFINISHED METAL CAP FLASHING WITH DRIP EDGE, EXTERIOR INSULATED FINISH SYSTEM (EIFS), CORNICE (MOONDUST), EXTERIOR INSULATED FINISH SYSTEM (EIFS) (CHAMPAGNE), EIFS, ACCENT BAND (TYP) (MOONDUST), DECORATIVE LIGHT FIXTURE (TYP), BRICK ACCENT SILL BAND (TYP), FINISHED FLOOR EL. = 100'-0", 4" NOM. FACE BRICK VENEER (SIOUX CITY BRICK SAVANNAH WELLINGTON), DECORATIVE SHAKE SHINGLES (TAMPAKO WEATHERWOOD), EXTERIOR INSULATED FINISH SYSTEM (EIFS) CORNICE (MOONDUST), EIFS, ACCENT BAND (TYP), DECORATIVE LIGHT FIXTURE (TYP), BRICK ACCENT SILL BAND (TYP), ALUMINUM STOREFRONT ENTRANCE SYSTEM WITH 1" INSULATED GLASS (TYP), 5'-0"x5'-0"x4" THICK STRUCTURAL CONCRETE STOOP (TYP, EA. DOOR)



**EAST EXTERIOR BUILDING ELEVATION**

SCALE: 1/8" = 1'-0"

Labels: PREFINISHED METAL CAP FLASHING WITH DRIP EDGE, EXTERIOR INSULATED FINISH SYSTEM (EIFS), CORNICE (MOONDUST), EXTERIOR INSULATED FINISH SYSTEM (EIFS) (CHAMPAGNE), EIFS, ACCENT BAND (TYP) (MOONDUST), DECORATIVE LIGHT FIXTURE (TYP), BRICK ACCENT SILL BAND (TYP), FINISHED FLOOR EL. = 100'-0", 4" NOM. FACE BRICK VENEER (SIOUX CITY BRICK SAVANNAH WELLINGTON), DECORATIVE SHAKE SHINGLES (TAMPAKO WEATHERWOOD), FABRIC AWNING OVER WINDOW (TYP), PREFINISHED METAL GUTTER (TYP), 4" NOM. FACE BRICK VENEER



**WEST EXTERIOR BUILDING ELEVATION**

SCALE: 1/8" = 1'-0"

Labels: PREFINISHED METAL CAP FLASHING WITH DRIP EDGE, EXTERIOR INSULATED FINISH SYSTEM (EIFS), CORNICE (MOONDUST), EXTERIOR INSULATED FINISH SYSTEM (EIFS) (CHAMPAGNE), EIFS, ACCENT BAND (TYP) (MOONDUST), DECORATIVE LIGHT FIXTURE (TYP), BRICK ACCENT SILL BAND (TYP), FINISHED FLOOR EL. = 100'-0", 4" NOM. FACE BRICK VENEER (SIOUX CITY BRICK SAVANNAH WELLINGTON), DECORATIVE SHAKE SHINGLES (TAMPAKO WEATHERWOOD), FABRIC AWNING OVER WINDOW (TYP), PREFINISHED METAL GUTTER (TYP), 4" NOM. FACE BRICK VENEER

<b>HARRISON HEIGHTS</b> <b>LOT 1</b>	<b>HARRISON HEIGHTS</b> <b>LOT 1</b>
<b>ROBERT W. ENGEL AND ASSOCIATES, ARCHITECTS</b>	
	
2110 South 156th Circle Omaha, NE 68130-2503 (402) 330-8287 Fax: (402) 330-8331 email: RWEArchitects@RWEArchitects.com	

Project Number:	2609	Issue Date:	August 13, 2009	Revisions:	
Drawn by:	RWE	Date:		Description:	
Checked by:					
Sheet Name:	EXTERIOR BUILDING ELEVATIONS				

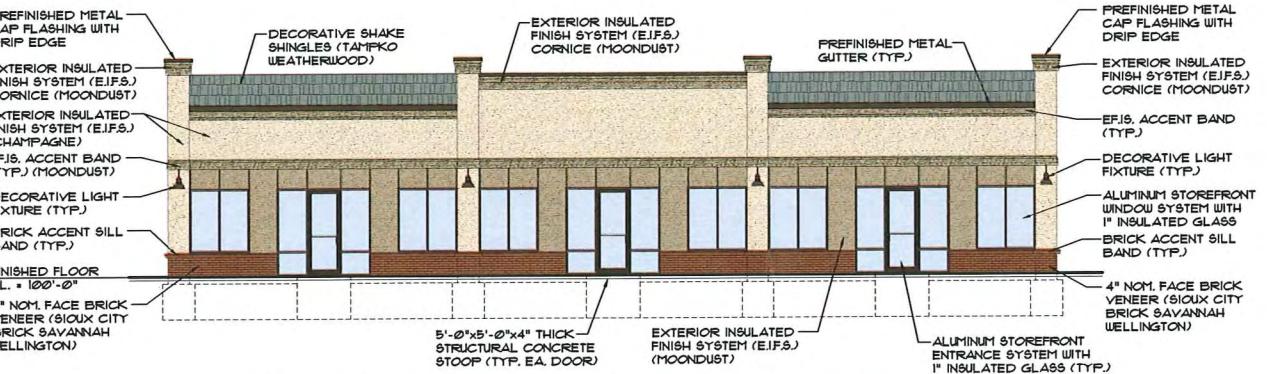
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ASSOCIATES, ARCHITECTS



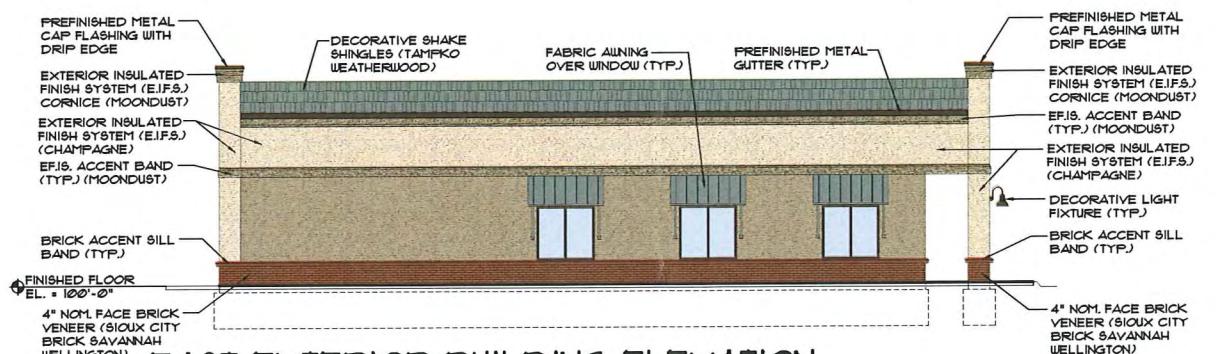
**NORTH EXTERIOR BUILDING ELEVATION**

SCALE: 1/8" = 1'-0"



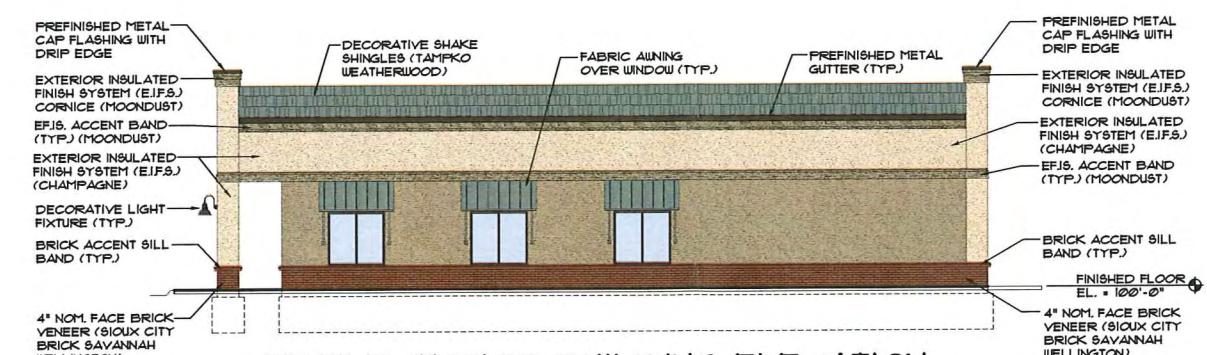
**SOUTH EXTERIOR BUILDING ELEVATION**

SCALE: 1/8" = 1'-0"



**EAST EXTERIOR BUILDING ELEVATION**

SCALE: 1/8" = 1'-0"



**WEST EXTERIOR BUILDING ELEVATION**

SCALE: 1/8" = 1'-0"

**HARRISON HEIGHTS  
LOTS 2 AND 3**  
75th AND HARRISON STREET  
LA VISTA, NEBRASKA

**ROBERT W. ENGEL AND  
ASSOCIATES, ARCHITECTS**

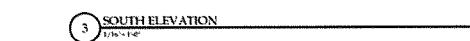
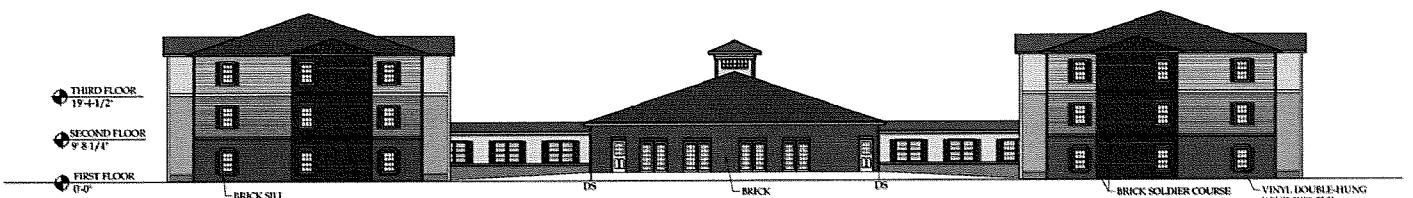
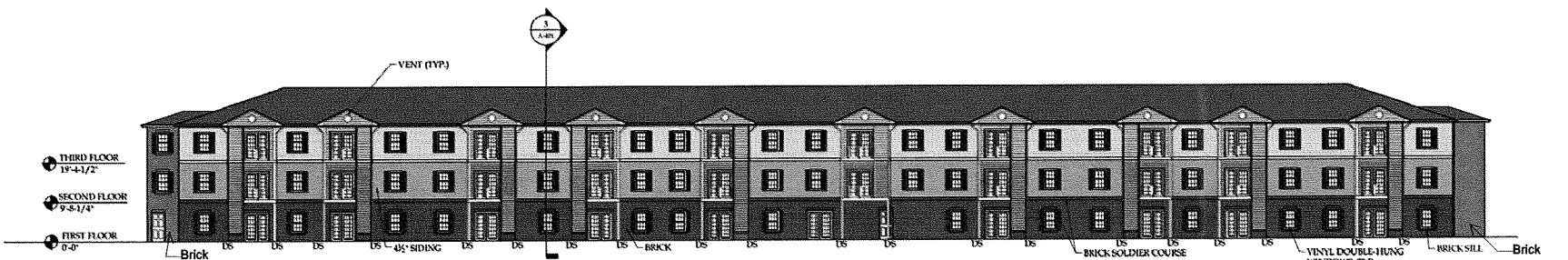
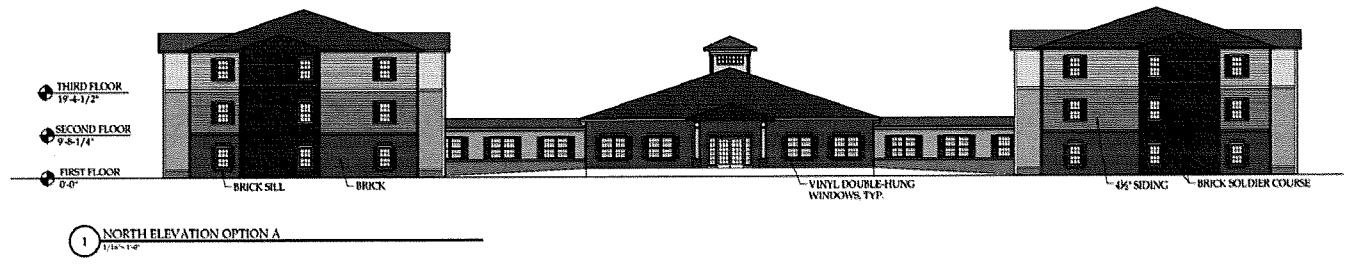
2110 South 156th Circle  
Omaha, NE 68130-2503  
(402) 330-8287 Fax: (402) 330-8331  
email: RWEArchitects@RWEArchitects.com



Project Number:	2609	Issue Date:	August 13, 2009	Revisions
Drawn by:	RGA	Date	Description	
Checked by:	RWE	No.		
Sheet Name:	EXTERIOR BUILDING ELEVATIONS			

A2.2

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THE PERMISSION OF ROBERT W. ENGEL AND  
ASSOCIATES, ARCHITECTS



Lot 4

EDITIONS:

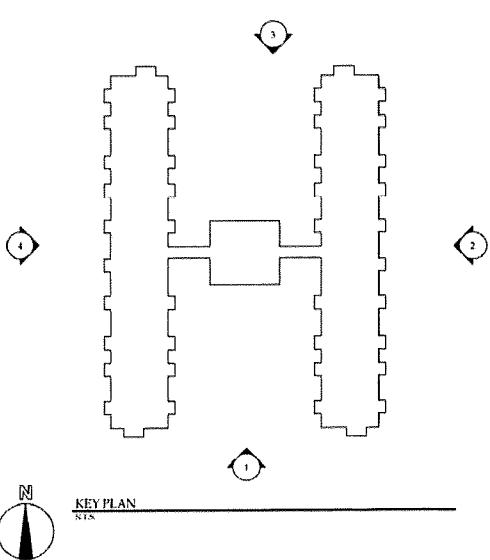
PROJECT TEAM: PRINCIPAL P. Silvers  
ARCH. A. Basco JR. ARCH. C. Barnett  
INTERIOR D. Miller M. T. ...

**EXTERIOR  
ELEVATIONS**

# SILVESTRI ARCHITECTS, PC

0 PINEVIEW DRIVE  
WHEATON, MD 20901  
FAX: 301-941-1234

09.09.09  
WING #: A-301



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**SENIOR  
HOUSING  
RM 9  
LOT 4  
HARRISON  
HEIGHT**

La Vista, Nebraska

REVISIONS:

SA PROJECT TEAM: PRINCIPAL P.Silvestri  
 SR. ARCH. A. Basco JR. ARCH. C. Burnett  
 INTERIORS L. Mazzu DRAFTER M. Toronto

SEAL:

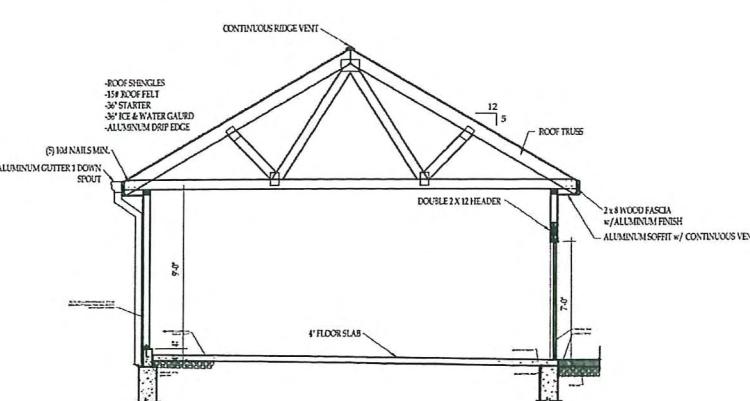
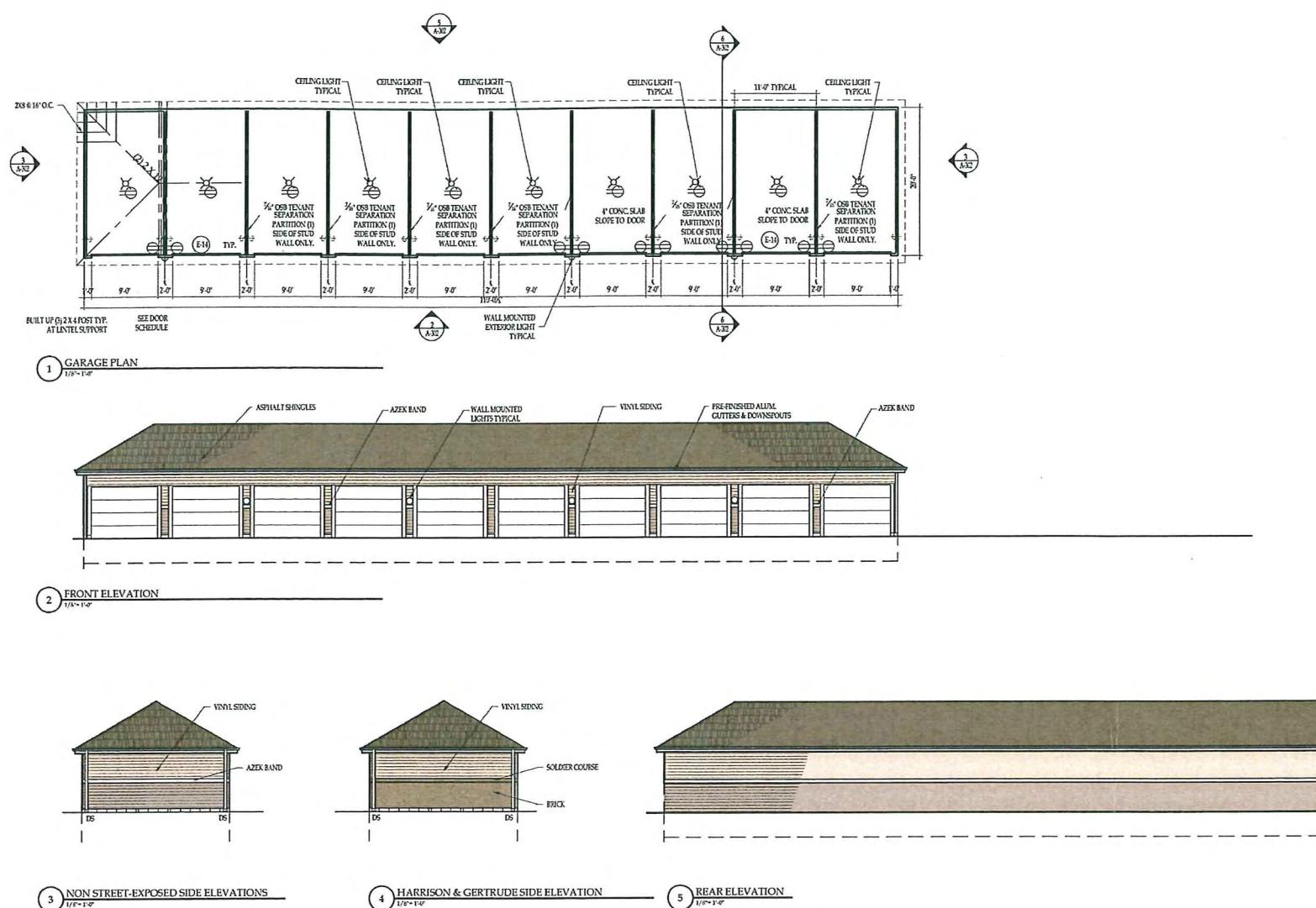
**PROPOSED  
GARAGE  
PLANS,  
ELEVATIONS  
& SECTIONS**



80 PINEVIEW DRIVE  
 AMHERST, NY 14223  
 PH. 716.691.0900  
 FAX 716.691.4773

SA JOB #: 08151 DATE: 09.22.09

DRAWING #: A-302



5 1/8"=1'-0"

A-302

# *The Orchards at Wildewood*



*Lot 5*



**SUBDIVISION AGREEMENT**  
**(Harrison Heights Subdivision)**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between EMPIRE GROUP, LLC, hereinafter referred to as "Subdivider" and the City of La Vista, hereinafter referred to as "City".

**WITNESSETH:**

WHEREAS, Subdivider is the lawful owner of the land included within the proposed plat attached hereto as Exhibit "A", which parcel of land (hereinafter referred to as the "Area to be Developed") is within the corporate limits of the City and within the City's zoning and platting jurisdiction; and,

WHEREAS, the Subdivider proposes to build public improvements and common area private improvements in the Area to be Developed; and,

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

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

**SECTION I**

Subdivider shall construct the following public and common area private improvements:

- A. A concrete deceleration lane for eastbound traffic on Harrison Street for the site drive east of Gertrude Street. Plans and specifications for said deceleration lane improvements shall be approved by City prior to starting construction of said improvements as shown on Exhibit "B".
- B. Concrete drive returns located within the public street right-of-way of Gertrude Street at four locations. Plans and specifications for said drive return improvements shall be approved by City prior to starting construction of said improvements as shown on Exhibit "B".
- C. Permanent stormwater detention basins, riser structures, discharge pipes and other related appurtenances constructed in association with the Post Construction Stormwater Management Plan as shown on Exhibit "C". Detailed plans of the permanent risers and discharge pipes shall be submitted to and approved by the City.
- D. A private shared drive constructed to City public street standard providing access to Lots 1-4, inclusive of the Area to be Developed and providing ingress and egress to Harrison Street and Gertrude Street as shown on Exhibit "D", the Final Planned Unit Development Plan.
- E. A public water providing water service to Lots 1-3, inclusive of the Area to be Developed and providing looped water service by connecting to the existing water main

in Gertrude Street at two locations as shown on Exhibit "D", the Final Planned Unit Development Plan.

F. A private sanitary sewer line providing sanitary sewer service to Lots 1-3, inclusive of the Area to be Developed and connecting to the existing sanitary sewer in Gertrude Street as shown on Exhibit "D", the Final Planned Unit Development Plan.

## SECTION II

The parties agree that the entire cost of all public improvements shall be paid for privately by the Subdivider.

## SECTION III

A. City hereby grants permission to the Subdivider, his successors and assigns, to connect its sewer system to the sewer system of the City, in such manner and at such place or places designated on plans submitted by the Subdivider and approved by the City.

## SECTION IV

A. Perimeter Sidewalks. Each Lot owner, or its assigns, shall, at their cost, install and maintain perimeter sidewalks abutting and within the platted area. Said sidewalks shall be installed on and abutting each lot prior to the certificate of occupancy for the first building being issued on such lot.

B. Grading Plan. A Grading and Erosion Control Plan for the platted area has been prepared and previously approved in accordance with the Papillion Creek Watershed Partnership requirements.

C. 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 therefore.

D. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Plat. Any publicly used roads and driveways within the Plat to the extent shown on Exhibit "D", the Final Planned Unit Development Plan, shall be constructed to City approved specifications. 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.

E. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat.

F. Tract Sewer Connection Fees. Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, Harrison Heights	0.974 acres @ \$5,973/Ac. = \$5,817.70
Lot 2, Harrison Heights	0.745 acres @ \$5,973/Ac. = \$4,449.89
Lot 3, Harrison Heights	0.946 acres @ \$5,973/Ac. = \$5,650.45
Lot 4, Harrison Heights	112 Units @ \$858/Unit = \$94,976.00
Lot 5, Harrison Heights	48 Units @ \$858/Unit = <u>\$41,184.00</u>
<b>Total</b>	<b><u>\$152,078.04</u></b>

The aforesated fees per acre or per unit are the rates now in effect and are subject to increase. The rates in effect at time of connection to the sanitary sewer system will be the rates paid.

- G. **Infrastructure to be at Private Expense.** The cost of all infrastructure, improvements and easements within and serving the Plat Area, including those public improvements described in Section I including but not limited to parking and internal street improvements, sidewalks, landscape features, ingress and egress, sanitary sewer, storm sewer, power, CATV, gas, water, cost of connection to external 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. The initial installation costs of these services shall be paid in full by the Subdivider. All on-going maintenance, repair and replacement shall be at the cost of the individual Lot owners and paid on a proportionate basis in accordance with the Maintenance Agreement shown as Exhibit "E" ..
- H. **Street Lighting.** The cost of the installation of street lighting along any private roadway within the platted area shall be the obligation of the Subdivider, his successors and assigns.
- I. **Performance Guarantees.** Subdivider shall provide financial guarantees acceptable to the City for all public improvements and private common area improvements prior to the Mayor signing the Final Plat mylars.
- J. **Covenants Running With the Land.** The obligations and agreements of Subdivider herein are perpetual covenants running with the land and shall be binding on the Subdivider and all of Subdivider's successors and assigns in title. City shall have the right, but not the obligation, to enforce any and all covenants.
- K. **Exhibit Summary.** The Exhibits proposed by E & A Consulting Group, Inc. engineers for the Subdivider, attached hereto and made a part hereof, are as follows:

Exhibit "A":	Final Plat
Exhibit "B":	Final Planned Unit Development Exhibit
Exhibit "C"	Post Construction Stormwater Management Plan
Exhibit "D"	Final Planned Unit Development Plan
Exhibit "E"	Common Area Maintenance Agreement

- L. **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.

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

ATTEST:

EMPIRE GROUP, LLC  
FIRST MANAGEMENT GROUP, INC. Manager of  
Empire Group, LLC

ATTEST:

By \_\_\_\_\_  
Its: Randall Wiesler, President of First  
Management, Inc.

CITY OF LA VISTA

Pamela A. Buethe, City Clerk

By: \_\_\_\_\_  
Douglas Kindig, Mayor

ACKNOWLEDGMENT OF NOTARY

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public, duly  
commissioned and qualified in and for said County, appeared \_\_\_\_\_,  
\_\_\_\_\_ of First Management Group, Inc, personally known by me to be the  
\_\_\_\_\_ and the identical person whose name is affixed to the foregoing  
Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed, and  
the voluntary act and deed of said limited liability company.

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

---

Notary Public

ACKNOWLEDGMENT OF NOTARY

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela A. Buethe, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Ninth Amendment to Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

---

Notary Public







**RECIPROCAL PERMANENT ACCESS  
EASEMENT AND MAINTENANCE AGREEMENT**

THIS RECIPROCAL PERMANENT ACCESS EASEMENT AND MAINTENANCE AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009, (hereinafter referred to as the "Effective Date") by EMPIRE GROUP, LLC ("Empire").

**RECITALS:**

WHEREAS, Empire is the lawful owner of Lots 1 through 5, inclusive, Harrison Heights, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, by virtue of the recording of this Reciprocal Permanent Access Easement and Maintenance Agreement (the "Agreement"), the above legally described real property (hereinafter referred to individually as a "Lot" and collectively as the "Lots") shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Agreement and every grantee of any interest in any said Lot, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of any said Lot, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Agreement and shall be deemed to have consented to the terms hereof;

WHEREAS, grantor desires to grant for the benefit of all future owners, occupants and mortgagees of the Lots or any part thereof and their respective officers, directors, members, partners, employees, tenants, agents, contractors, customers, invitees, licensees, vendors, subtenants or concessionaires ("Permittees"), fire, rescue and other emergency vehicles, and the landowners association formed or to be formed by Empire, a right-of-way easement (but not parking), over and upon each of the Lots or any portion thereof within the area depicted on Exhibit A (the "Private Drive") for the purpose of providing pedestrian and vehicular ingress and egress to the Lots (but not parking), and intends that all future owners, occupants and mortgagees and any other persons hereafter acquiring any interest in any of the Lots shall hold said interest subject to certain rights, easements and privileges in, over and upon the Lots or any portion thereof for the purpose of providing pedestrian and vehicular ingress and egress, to and from the foregoing described Lots;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, including the mutual grants and covenants contained herein, the receipt and adequacy of which are hereby acknowledged, Empire does hereby GRANT, SELL and CONVEY unto themselves and the future owners and mortgagees of the Lots and their respective Permittees, fire, rescue and other emergency vehicles, and the landowners association formed or to be formed by Empire, an easement for the perpetual

non-exclusive right for the purpose of providing vehicular and pedestrian ingress and egress (but not parking) over and upon the Private Drive now or hereafter located upon the Lots in the area described on Exhibits A attached hereto; provided, however, that the rights herein granted to any person or entity, or anyone claiming under them, shall terminate and expire at such time as such person or entity ceases to be an owner or mortgagee of the Lots or any portion thereof, as the case may be, and such rights shall thereafter be held by the new owner or mortgagee, or anyone claiming under them.

It is further agreed as follows:

1. Nature of Easements. The foreclosure of any mortgage covering all or a portion of a Lot or Lots shall in no way affect or diminish any easements granted herein, for all such easements shall remain in full force and effect for the benefit of the grantees described herein. The easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the owners, future owners, occupants, mortgagees, and their Permittees, and fire, rescue and other emergency vehicles. The parties hereto expressly disclaim the creation of any rights in or for the benefit of the public generally. It is understood and agreed that the easements shall continue for so long as any Lot remains in existence.

2. Improvements and Costs and Expenses. Empire, its successors and assigns, shall be responsible for installing and constructing the Private Drive and related improvements, including but not limited to storm sewers and drainage structures, within the area depicted on Exhibit A at its sole cost and expense.

3. Maintenance of the Private Drive. The maintenance, repair, replacement and operation of the Private Drive and related improvements shall be the responsibility of the business owner's association formed or to be formed by Empire, as Declarant, pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Harrison Heights, as the same may be amended from time to time (the "Association"). The Association shall maintain, repair, operate, replace and otherwise keep the Private Drive and related improvements in good repair in its reasonable judgment and discretion. The maintenance shall include, without limitation, the following:

(1) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability.

(2) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition (including, without limitation, removing graffiti and repair of other damage caused by vandalism).

(3) Inspecting, maintaining, repairing and replacing any storm drainage system installed along the private drive.

(4) Inspecting, maintaining, repairing and replacing the lighting, if any, installed along the drive.

4. Restrictions. No barricades, signs, fences, or other dividers will be constructed and nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic through the access easement area.

5. Effect of Covenants. Each owner of a Lot, its successors and assigns, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Agreement or to which this Agreement is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person or entity having at any time any interest of estate in said property, and shall inure to the benefit of such Lot owners on like manner as though the provisions, terms and restrictions of this Agreement were received and stipulated at length in each and every deed of conveyance.

6. Waiver. No covenant, restriction, condition or provision of this Agreement shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

7. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Agreement herein contained, as the case may be, shall not render the remainder of the Agreement invalid, nor any other part therein contained.

8. Amendment, Modification, Notices.

(a) This Agreement may only be amended by the written consent and agreement of the record owners of the Lots or their successors and assigns and the Association. Any such modification or amendment shall be effective when duly recorded in the office of the Register of Deeds in the county in which said property is situated.

(b) Wherever in this Agreement the consent or approval of an owner of a Lot is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon.

(c) Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other parties.

Empire: First Management, Inc.  
Attention: Randall Wieseler, President  
1941 S. 42<sup>nd</sup> Street  
Omaha, NE 68105

9. Reservation of Utilities Easements. Empire hereby reserves for its own use and benefit, and for the use and benefit of all future Owners, the right to grant utility easements within the Private Drive in accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for Harrison Heights.

10. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2009.

EMPIRE GROUP, LLC,  
a Nebraska limited partnership,

FIRST MANAGEMENT, INC, Manager of Empire Group, LLC

By: \_\_\_\_\_  
Randall Wieseler, President of First Management, Inc.

STATE OF NEBRASKA      )  
                            )  
COUNTY OF SAARPY      )ss.

Before me, a Notary Public qualified for said County and State, personally came Randall Wieseler, President of First Management, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said limited partnership.

WITNESS my hand and Notary Seal on this \_\_\_\_ day of \_\_\_\_\_, 2009.

---

Notary Public

**City of La Vista  
Conditional Use Permit**

**Conditional Use Permit for Multi-family Senior Housing on Lot 4, Harrison Heights**

This Conditional Use Permit issued this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to \_\_\_\_\_. ("Owner"), pursuant to the La Vista Zoning Ordinance.

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

Lot 4 of Harrison Heights Subdivision, located within the NE  $\frac{1}{4}$  of Section 14, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of constructing an apartment complex for seniors over 55 years of age and designed for independent living; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on Exhibit "A" hereto for multi-family residential, specifically senior apartments for independent living, said use hereinafter being referred to as "Permitted Use or Use".

**Conditions of Permit**

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

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the Permitted Use:
  - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives shall be provided to the City and attached to the permit as "Exhibit A".
  - b. These apartments are intended for senior independent living - only residents 55 years and older are allowed to rent apartments at this location.
  - c. All parking for residents and visitors is to remain on-site; no on-street parking is allowed on Gertrude Street.
  - d. The building design shall comply with the Gateway Corridor design guidelines and the architectural rendering exhibit attached to the Final PUD Plan narrative.
  - e. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the indoor rec. facility, except trash receptacles and those approved in writing by the City.
  - f. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height and screened accordingly.

- g. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained by the property owner.
- h. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
- i. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- j. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.

3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
- b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.

4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:

- a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
- c. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.

5. If the permitted use is not commenced within one (1) year from \_\_\_\_\_, 2009, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

6. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.

7. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

#### **Miscellaneous**

The conditions and terms of this permit shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

#### **Contact Name and Address:**

Scott Kennedy  
Calamar  
6614 S. 118<sup>th</sup> Street  
Omaha, NE 68137  
(402) 502-7500

#### **Effective Date:**

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

THE CITY OF LA VISTA

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

Attest:

---

Pam Buethe  
City Clerk

### CONSENT AND AGREEMENT

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

Owner:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LEGAL DESCRIPTION**

A REPLATTING OF LOTS 13 AND 14, CRESTVIEW HEIGHTS (SECOND PLATTING), A SUBDIVISION LOCATED IN THE NE 1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

CONTAINING AN AREA OF 5.253 ACRES, MORE OR LESS.

**OWNER**

EMPIRE GROUP, LLC  
1941 S. 42ND STREET SUITE 550  
OMAHA, NE. 68105

**ENGINEER**

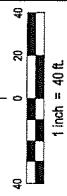
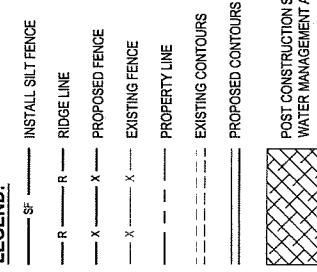
E & A CONSULTING GROUP  
330 NORTH 17TH STREET  
OMAHA, NEBRASKA 68154

**DEVELOPER**

EMPIRE GROUP, LLC  
1941 S. 42ND STREET SUITE 550  
OMAHA, NE. 68105

**NOTES**

1. ZONING: EXISTING ZONING: TA  
PROPOSED ZONING: R3-PUD, LOT 4
2. PHASE I PROPOSED SCHEDULE OF CONSTRUCTION:
  - CITY COUNCIL APPROVAL
  - CLOSING AND BUILDING PERMITS
  - COMPLETION OF ST BUILDING
  - ALL BUILDINGS COMPLETE
3. DURING CONSTRUCTION, CONSTRUCTION TRAFFIC WILL BE ALLOWED TO ENTER THE SITE THROUGH A BREAK IN CONTROLLED ACCESS TO HARRISON STREET. AFTER CONSTRUCTION, DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO HARRISON STREET FROM ANY LOTS ABUTTING SAID STREET.

**LEGEND:****REQUIRED SETBACK LINE**

R3:

- FRONT YARD SETBACK.....30'
- SIDE YARD SETBACK.....10'
- REAR YARD SETBACK.....30'

**PROJECT DENSITIES**

LOT	BUILDING AREA (SF)	LOT AREA (AC)	IMPERVIOUS (AC)	PERVIOUS (AC)	PARKING PER CODE	REGULAR PARKING STALLS	TOTAL PARKING PROVIDED
LOT 4	35,419	5.253	3.136	2.785	118	102	55
							157



**E & A CONSULTING GROUP, INC.**  
ENGINEERING • PLANNING • FIELD SERVICES

330 NORTH 17TH STREET OMAHA, NE 68154  
PHONE: (402) 895-4700 FAX: (402) 895-3599  
WWW.eapg.com

LOT 4, HARRISON HEIGHTS  
LA VISTA, SARPY COUNTY, NEBRASKA

**CONDITIONAL USE SITE PLAN**

Revisions	
No	Date
5/5/2008	
Designed By:	HBS
Drawn By:	B.W.
Scale:	1"=40'
Sheet 1	of 1

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 1, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE AGREEMENT AND TEMPORARY EASEMENT – OSENTOWSKI	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and a resolution has been prepared authorizing the execution of a purchase agreement and temporary easement agreement with Doris Osentowski, Estate, 7606 South 66<sup>th</sup> Street, Papillion, Nebraska, 68046, for construction of the La Vista Link Trail Project in an amount not to exceed \$23,500.00.

**FISCAL IMPACT**

The FY 2009/10 Capital Fund provides funding for the proposed property acquisition.

**RECOMMENDATION**

Approval

**BACKGROUND**

The City was notified on December 13, 2006 that the La Vista Link – Keystone Trail project was approved by the Transportation Enhancement Selection Committee and the Nebraska Department of Roads for receiving federal funding. On July 8, 2009 the City received formal Notice to Proceed with right-of-way acquisition and final design. This agreement is one of the partials of property required to move forward with the project.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND TEMPORARY EASEMENT AGREEMENT RELATING TO THE LA VISTA LINK – KEYSTONE TRAIL PROJECT AND AUTHORIZING PAYMENT FOR SAID EASEMENT TO THE DORIS OSENTOWSKI ESTATE IN AN AMOUNT NOT TO EXCEED \$23,500.00.

WHEREAS, right-of-way acquisition is necessary for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by the Doris Osentowski Estate; and

WHEREAS, a temporary construction easement for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by the Doris Osentowski Estate; and

WHEREAS, the FY09/10 Capital Fund Budget provides for the expenses related to the Construction of the La Vista Link – Keystone Trail Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute a purchase agreement and temporary easement relating to the construction of the La Vista Link – Keystone Trail Project and authorize payment for said purchase and easement to the Doris Osentowski Estate in and amount not to exceed \$23,500.00.

PASSED AND APPROVED THIS 1ST OF DECEMBER 2009.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

## STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION  
PARTIAL ACQUISITION CONTRACT - INDIVIDUAL**

## Copies to:

1. Right of Way Division, Nebraska Department of Roads  
2. Owner  
3. Buyer

Project No.: ENH-77(50)  
Control No.: CN 22251  
Tract No.: 2

THIS CONTRACT, made and entered into this 26<sup>th</sup> day of September, 2009,  
by and between, DORIS M. OSENTOWSKI, deceased

Address: 7606 South 66<sup>th</sup> Street, Papillion, Nebraska 68046  
hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

**RIGHT OF WAY**

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a deed which will be prepared and furnished by the BUYER, to certain real estate described in:

**SEE ATTACHED EXHIBIT "A"**

The BUYER agrees to purchase the above described Right of Way and to pay, therefore, upon the delivery of said executed Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>0.14</u>	acres at	<u>\$ 44,000.00</u>	per acre	<u>\$ 6,160.00</u>
Approximately		acres at	<u>\$</u>	per acre	<u>\$</u>
Approximately		acres at	<u>\$</u>	per acre	<u>\$</u>
Moving and replacing approximately		rods of fence at	<u>\$</u>	per rod	<u>\$</u>
Moving and replacing approximately		rods of fence at	<u>\$</u>	per rod	<u>\$</u>
Other Damages:				<u>\$</u>	<u>\$</u>
				<u>\$</u>	<u>\$</u>
				<b>TOTAL</b>	<b>\$ 6,160.00</b>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

**REMARKS**

**THIS IS A LEGAL AND BINDING CONTRACT - READ IT**

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

**BUYER**

By \_\_\_\_\_

Date \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

On the above date, before me a General Notary Public duly commissioned and qualified personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary

STATE OF \_\_\_\_\_ )  
 )ss.

**OWNER**  
Jeannie A. Schneider PR.

Dated this 26 day of September, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

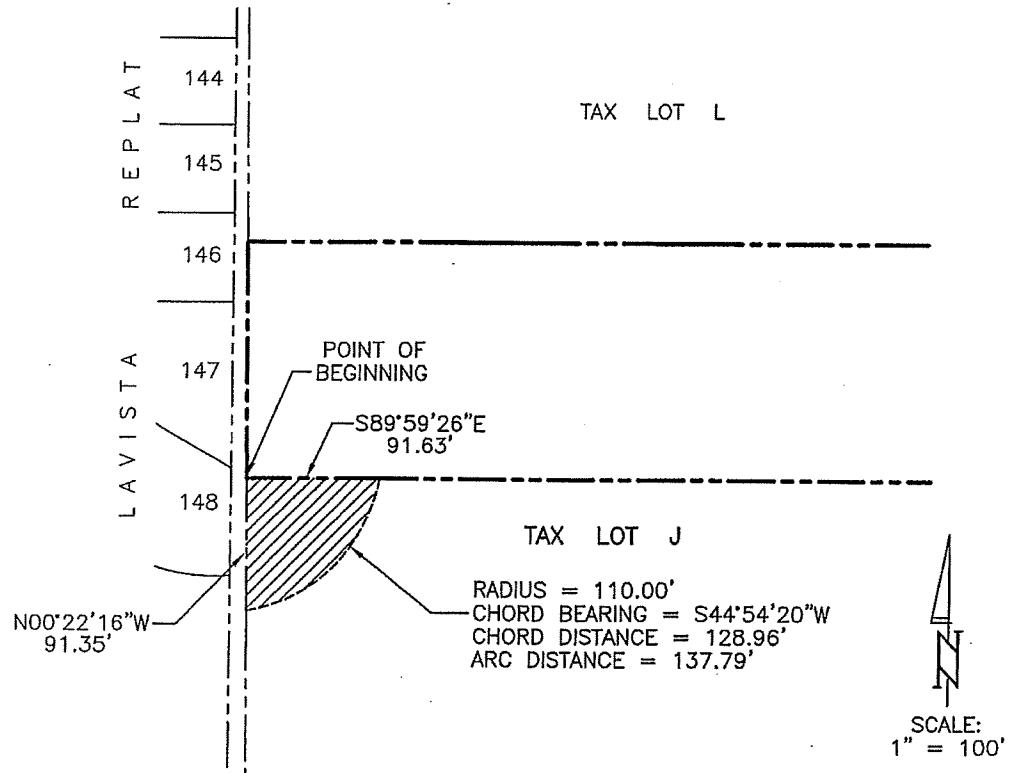
WITNESS my hand and Notarial Seal the day and year above written.

Notary Dee J. Penoy

STATE OF ALASKA)  
 )  
 )ss



EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF TAX LOT J IN THE SE 1/4 OF THE NW 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID TAX LOT J; THENCE S89°59'26"E (ASSUMED BEARING) 91.63 FEET ON THE NORTH LINE OF SAID TAX LOT J; THENCE SOUTHWESTERLY ON A NON-TANGENT 110.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S44°54'20"W, CHORD DISTANCE 128.96 FEET, AN ARC DISTANCE OF 137.79 FEET TO THE WEST LINE OF SAID TAX LOT J; THENCE NO0°22'16"W 91.35 FEET ON THE NON-TANGENT WEST LINE OF SAID TAX LOT J TO THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES MORE OR LESS.

171359EX3.dwg



2 THOMPSON, DREESSEN & DORNER, INC.  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT \_\_\_\_\_  
CITY OF LAVISTA TD2 NO. 171-359

DATE	9/4/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	

## STATE OF NEBRASKA

LOCAL POLITICAL SUBDIVISION ACQUISITION CONTRACT  
TEMPORARY EASEMENT - INDIVIDUAL

## Copies to:

1. Right of Way Division, Nebraska Department of Roads  
 2. Owner  
 3. Buyer

Project No.: ENH-77(50)  
 Control No.: CN 22251  
 Tract No.: 2

THIS CONTRACT, made and entered into this 26 day of September, 2009,  
 by and between, DORIS M. OSENTOWSKI, deceased

Address: 7606 South 66<sup>th</sup> Street, Papillion, Nebraska 68046  
 hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

## TEMPORARY EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the BUYER a Temporary Easement to certain real estate described in:

## SEE ATTACHED EXHIBIT "A"

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Temporary Easement(s) and to pay, therefore, upon the delivery of said executed Temporary Easement(s). If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>0.033</u>	acres at	<u>\$ 44,000.00</u>	per acre	<u>\$ 240.00 @</u>
Approximately		acres at	<u>\$</u>	per acre	<u>\$</u>
Approximately		acres at	<u>\$</u>	per acre	<u>\$</u>
Moving and replacing approximately		rods of fence at	<u>\$</u>	per rod	<u>\$</u>
Moving and replacing approximately		rods of fence at	<u>\$</u>	per rod	<u>\$</u>
Other Damages:					<u>\$</u>
					<u>\$</u>
					<b>TOTAL \$ 240.00@</b>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

**REMARKS**

**THIS IS A LEGAL AND BINDING CONTRACT - READ IT.**

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

**BUYER**

—OWNER

By \_\_\_\_\_

Date \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

On the above date, before me a General Notary Public duly commissioned and qualified personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary \_\_\_\_\_

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

Notary John J. Murphy

STATE OF NEBRASKA )  
 )ss.

STATE OF Nebraska )  
 )  
 )ss.

COUNTY OF \_\_\_\_\_ (S. E. A. I.)

COUNTY OF SAN JUAN (SEAL)

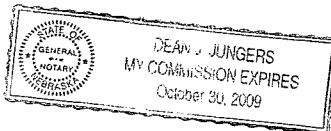
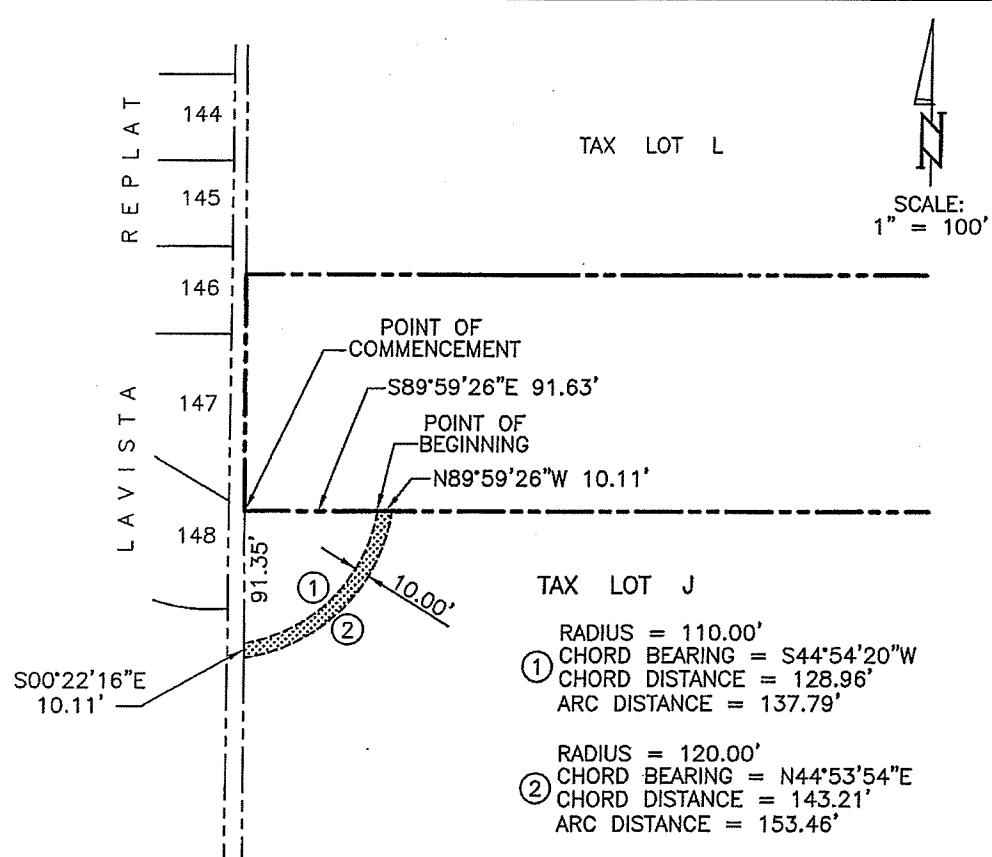


EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF TAX LOT J IN THE SE 1/4 OF THE NW 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NW CORNER OF SAID TAX LOT J; THENCE S89°59'26"E (ASSUMED BEARING) 91.63 FEET ON THE NORTH LINE OF SAID TAX LOT J TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ON A NON-TANGENT 110.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S44°54'20"W, CHORD DISTANCE 128.96 FEET, AN ARC DISTANCE OF 137.79 FEET TO THE WEST LINE OF SAID TAX LOT J; THENCE S00°22'16"E 10.11 FEET ON THE NON-TANGENT WEST LINE OF SAID TAX LOT J; THENCE NORTHEASTERLY ON A NON-TANGENT 120.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N44°53'54"E, CHORD DISTANCE 143.21 FEET, AN ARC DISTANCE OF 153.46 FEET TO THE NORTH LINE OF SAID TAX LOT J; THENCE N89°59'26"W 10.11 FEET ON THE NON-TANGENT NORTH LINE OF SAID TAX LOT J TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES MORE OR LESS.

171359EX3.dwg

 <b>THOMPSON, DREESSEN &amp; DORNER, INC.</b> <i>Consulting Engineers &amp; Land Surveyors</i> 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM	EXHIBIT	DATE 9/4/08
		DRAWN BY RJR
	CITY OF LAVISTA	CHECKED BY DHN
	TD2 NO. 171-359	REVISION

## WARRANTY DEED - INDIVIDUAL

Tract 2

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED, made this 26<sup>th</sup> day of September, 2009, between  
DORIS M. OSENTOWSKI, deceased,  
party of the first part, and the **CITY OF LA VISTA, NEBRASKA**, a Municipal Corporation organized and existing  
under and by virtue of the Laws of the State of Nebraska.

WITNESSETH: that said party of the first part, whether one or more, for and in consideration of the sum of  
**ONE AND NO/100 DOLLARS (\$1.00)**, and other good and valuable consideration, in hand paid, receipt of which  
is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm for public purposes unto the  
CITY OF LA VISTA, NEBRASKA, the following described real estate, situated in the County of Sarpy and State of  
Nebraska, to wit:

### SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the above described premises, together with all the tenements, hereditaments,  
and appurtenances thereunto belonging, unto said CITY OF LA VISTA, NEBRASKA, and its successors and  
assigns forever;

And the said party of the first part for itself and its successors, does hereby covenant and agree to and with  
the said CITY OF LA VISTA, NEBRASKA, and its successors and assigns, that at the time of the execution and  
delivery of these presents it is lawfully seized of said premises, that it has good right and lawful authority to convey  
the same; that they are free from encumbrance; and party of the first part does hereby covenant for itself and its  
successors to warrant and defend the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF said GRANTOR(S) has or have hereunto set his or their hand(s) this  
26 day of September, 2009.

INDIVIDUAL and/or PARTNERSHIP

Julie A. Schneider P.R.

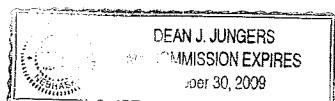
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)  
COUNTY OF Sarpy)  
ss.

On this 26 day of September, 2009, before me, a General Notary Public, duly  
commissioned and qualified, personally came Julie A. Schneider P.R.

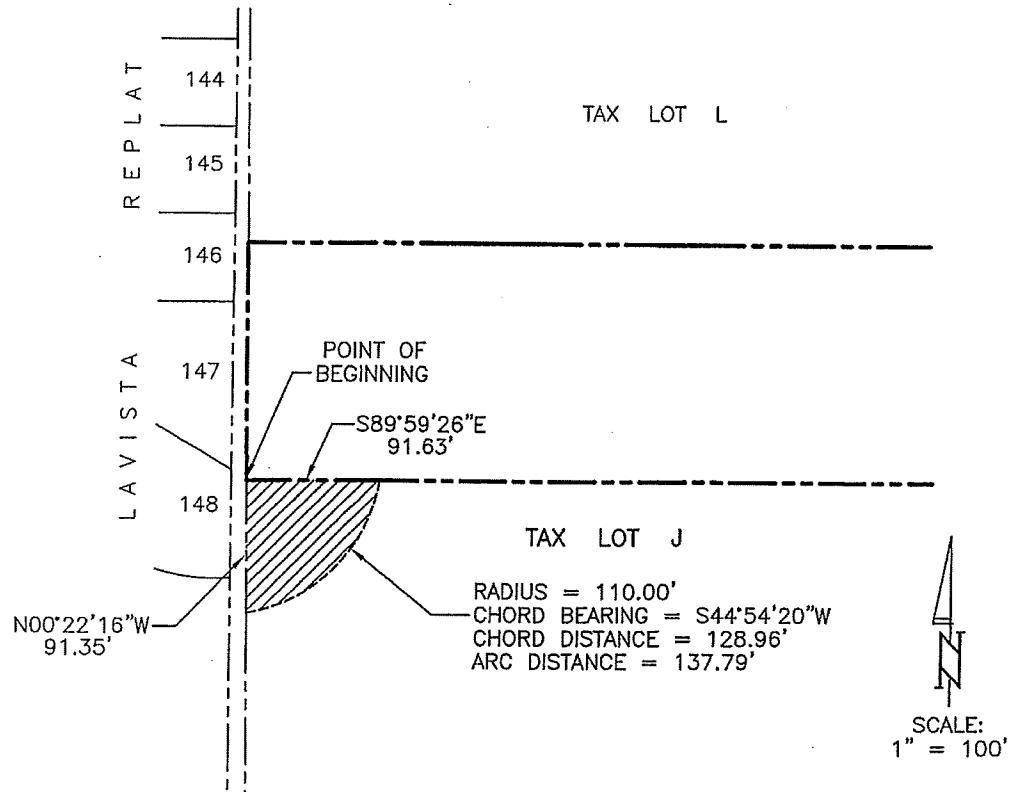
me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as Grantor(s) and  
acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written  
(S E A L)



Dean Jungers  
Notary Public

EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF TAX LOT J IN THE SE 1/4 OF THE NW 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID TAX LOT J; THENCE S89°59'26"E (ASSUMED BEARING) 91.63 FEET ON THE NORTH LINE OF SAID TAX LOT J; THENCE SOUTHWESTERLY ON A NON-TANGENT 110.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S44°54'20"W, CHORD DISTANCE 128.96 FEET, AN ARC DISTANCE OF 137.79 FEET TO THE WEST LINE OF SAID TAX LOT J; THENCE NOO°22'16"W 91.35 FEET ON THE NON-TANGENT WEST LINE OF SAID TAX LOT J TO THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES MORE OR LESS.

171359EX3.dwg

 <b>THOMPSON, DREESSEN &amp; DORNER, INC.</b> <i>Consulting Engineers &amp; Land Surveyors</i> 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154 P: 402.330.8860 F: 402.330.5868 WWW.TD2CO.COM	EXHIBIT		DATE	9/4/08
			DRAWN BY	RJR
	CITY OF LAVISTA	TD2 NO. 171-359	CHECKED BY	DHN
			REVISION	

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION  
PARTIAL ACQUISITION CONTRACT - INDIVIDUAL**

**Copies to:**

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: ENH-77(50)  
Control No.: CN 22251  
Tract No.: 3

THIS CONTRACT, made and entered into this 26 day of September, 2009,  
by and between, **DORIS M. OSENTOWSKI, deceased**

Address: 7606 South 66<sup>th</sup> Street, Papillion, Nebraska 68046  
hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

## RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a deed which will be prepared and furnished by the BUYER, to certain real estate described in:

**SEE ATTACHED EXHIBIT "A"**

The BUYER agrees to purchase the above described Right of Way and to pay, therefore, upon the delivery of said executed Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

## REMARKS

**THIS IS A LEGAL AND BINDING CONTRACT - READ IT.**

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

**BUYER**

---

By \_\_\_\_\_

Date \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary \_\_\_\_\_

STATE OF NEBRASKA)

)ss.

COUNTY OF SARPY)

(S E A L)

**OWNER**

Julie A Schneider PR.

Dated this 26 day of September, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

Julie A Schneider PR.

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

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

Notary De JUNGER

STATE OF NEBRASKA)

)ss.

COUNTY OF SARPY)

(S E A L)

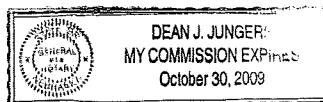
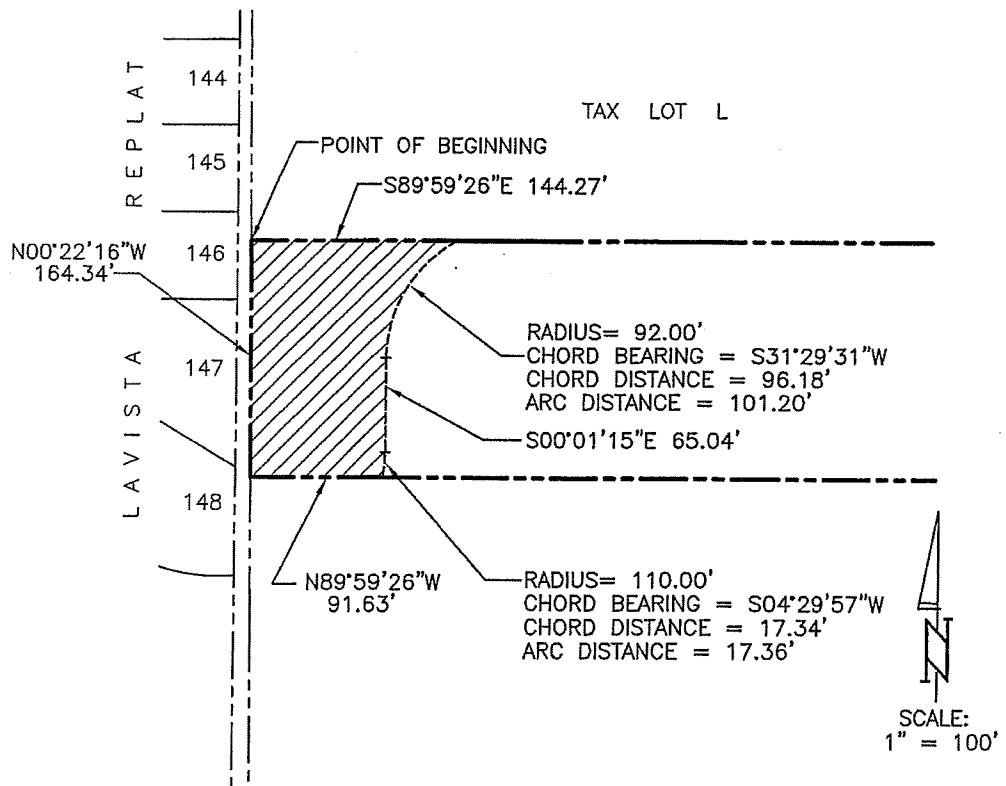


EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF TAX LOT K IN THE SE 1/4 OF THE NW 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NW CORNER OF SAID TAX LOT K; THENCE S89°59'26"E (ASSUMED BEARING) 144.27 FEET ON THE NORTH LINE OF SAID TAX LOT K; THENCE SOUTHWESTERLY ON A NON-TANGENT 92.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S31°29'31"W, CHORD DISTANCE 96.18 FEET, AN ARC DISTANCE OF 101.20 FEET; THENCE S00°01'15"E 65.04 FEET; THENCE SOUTHWESTERLY ON A 110.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S04°29'57"W, CHORD DISTANCE 17.34 FEET, AN ARC DISTANCE OF 17.36 FEET TO THE SOUTH LINE OF SAID TAX LOT K; THENCE N89°59'26"W 91.63 FEET ON THE NON-TANGENT SOUTH LINE OF SAID TAX LOT K TO THE SOUTHWEST CORNER THEREOF; THENCE N00°22'16"W 164.34 FEET ON THE WEST LINE OF SAID TAX LOT K TO THE POINT OF BEGINNING.

CONTAINING 0.38 ACRES MORE OR LESS.

171359EX3.dwg

 <b>2</b> THOMPSON, DREESSEN & DORNER, INC. <i>Consulting Engineers &amp; Land Surveyors</i> 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM	EXHIBIT		DATE	9/4/08
			DRAWN BY	RJR
	CITY OF LAVISTA	TD2 NO. 171-359	CHECKED BY	DHN
			REVISION	

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION ACQUISITION CONTRACT  
TEMPORARY EASEMENT - INDIVIDUAL**

**Copies to:**

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: ENH-77(50)  
Control No.: CN 22251  
Tract No.: 3

THIS CONTRACT, made and entered into this 26<sup>th</sup> day of September, 2009,  
by and between, **DORIS M. OSENTOWSKI, deceased**

Address: 7606 South 66<sup>th</sup> Street, Papillion, Nebraska 68046  
hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

## TEMPORARY EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the BUYER a Temporary Easement to certain real estate described in:

**SEE ATTACHED EXHIBITS "A" and "B"**

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Temporary Easement(s) and to pay, therefore, upon the delivery of said executed Temporary Easement(s). If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>0.067</u>	acres at	\$	<u>44,000.00</u>	per acre	\$	<u>350.00</u>
Approximately		acres at	\$		per acre	\$	
Approximately		acres at	\$		per acre	\$	
Moving and replacing approximately		rods of fence at	\$		per rod	\$	
Moving and replacing approximately		rods of fence at	\$		per rod	\$	
Other Damages:						\$	
						\$	

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

**REMARKS**

**THIS IS A LEGAL AND BINDING CONTRACT - READ IT**

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

**BUYER**

---

By \_\_\_\_\_

Date \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary \_\_\_\_\_

STATE OF NEBRASKA )  
 )ss.

OWNER

OWNER  
Jillie A. Schneider PR.

Dated this 26 day of September, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

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

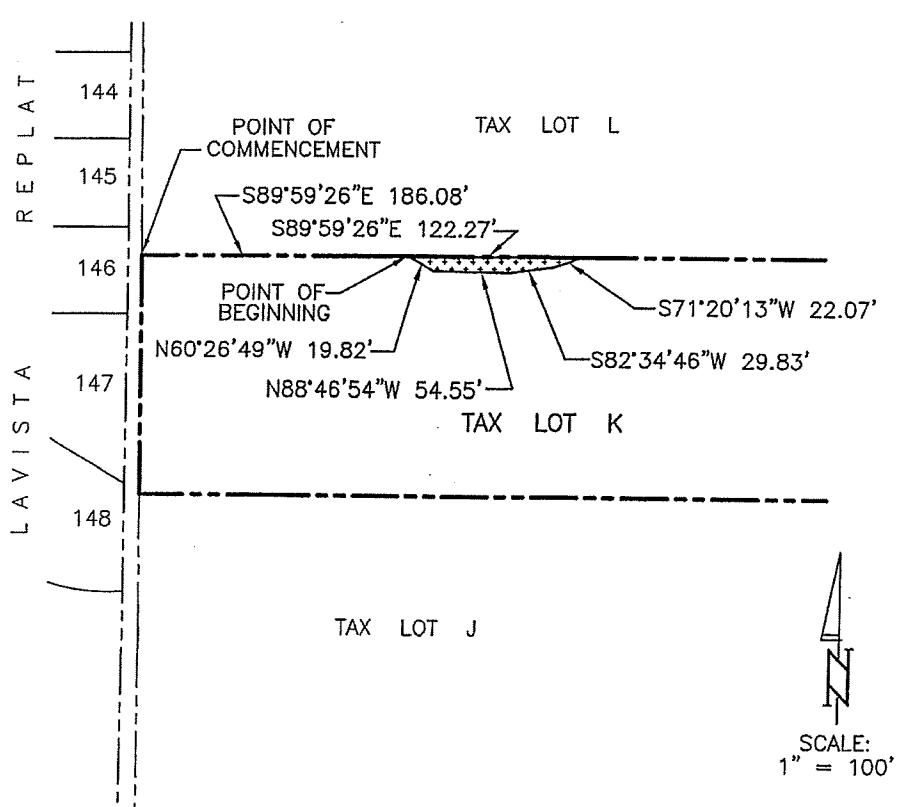
Notary Dee J. George

STATE OF NEBRASKA)  
)ss

STATE OF MASSACHUSETTS  
GENERAL NOTARY  
OCTOBER 30, 2009

DEAN J. JUNGER  
MY COMMISSION EXPIRES  
October 30, 2009

EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF TAX LOT K IN THE SE 1/4 OF THE NW 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NW CORNER OF SAID TAX LOT K; THENCE S89°59'26"E (ASSUMED BEARING) 186.08 FEET ON THE NORTH LINE OF SAID TAX LOT K TO THE POINT OF BEGINNING; THENCE CONTINUING S89°59'26"E 122.27 FEET ON THE NORTH LINE OF SAID TAX LOT K; THENCE S71°20'13"W 22.07 FEET; THENCE S82°34'46"W 29.83 FEET; THENCE N88°46'54"W 54.55 FEET; THENCE N60°26'49"W 19.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.023 ACRES MORE OR LESS

171359EX3.dwg



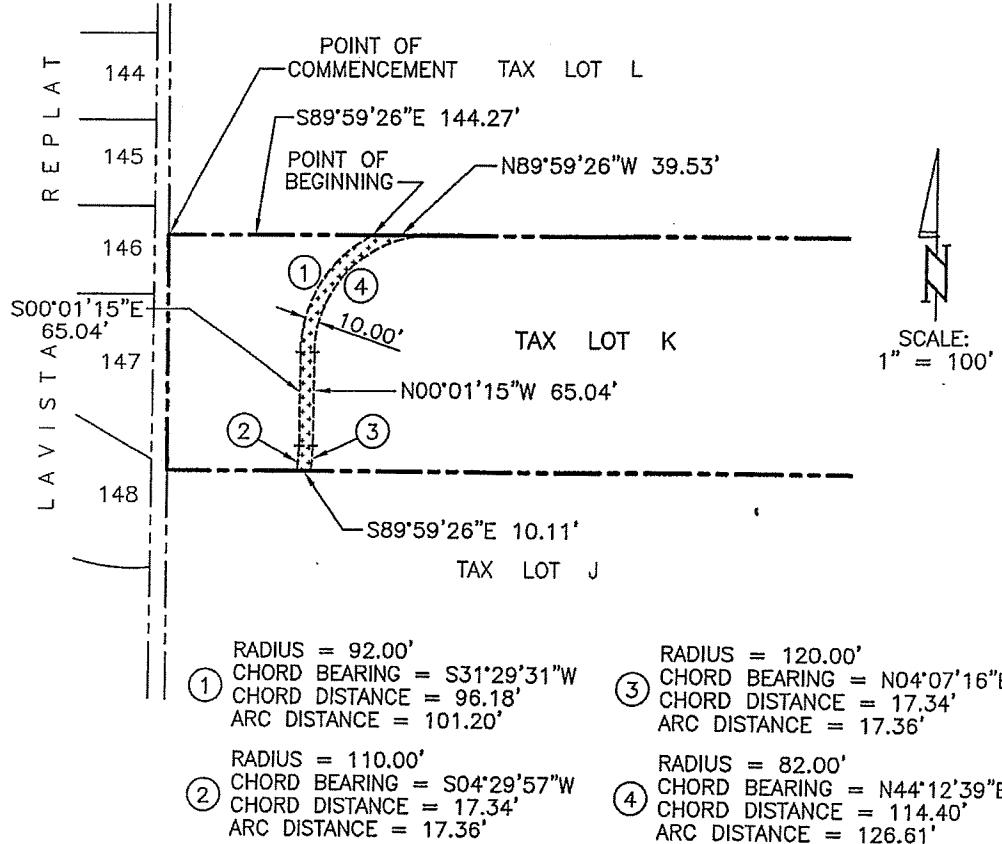
2 THOMPSON, DREESSEN & DORNER, INC.  
 Consulting Engineers & Land Surveyors  
 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT \_\_\_\_\_

DATE	9/4/08
DRAWN BY	JRR
CHECKED BY	DHN
REVISION	12/01/08

CITY OF LAVISTA TD2 NO. 171-359

EXHIBIT 'B'



LEGAL DESCRIPTION

THAT PART OF TAX LOT K IN THE SE 1/4 OF THE NW 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID TAX LOT K; THENCE S89°59'26"E (ASSUMED BEARING) 144.27 FEET ON THE NORTH LINE OF SAID TAX LOT K TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ON A NON-TANGENT 92.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S31°29'31"W, CHORD DISTANCE 96.18 FEET, AN ARC DISTANCE OF 101.20 FEET; THENCE S00°01'15"E 65.04 FEET; THENCE SOUTHWESTERLY ON A 110.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S04°29'57"W, CHORD DISTANCE 17.34 FEET, AN ARC DISTANCE OF 17.36 FEET TO THE SOUTH LINE OF SAID TAX LOT K; THENCE S89°59'26"E 10.11 FEET ON THE NON-TANGENT SOUTH LINE OF SAID TAX LOT K; THENCE NORTHEASTERLY ON A 120.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N04°07'16"E, CHORD DISTANCE 17.34 FEET, AN ARC DISTANCE OF 17.36 FEET; THENCE N00°01'15"W 65.04 FEET; THENCE NORTHEASTERLY ON AN 82.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N44°12'39"E, CHORD DISTANCE 114.40 FEET, AN ARC DISTANCE OF 126.61 FEET TO THE NORTH LINE OF SAID TAX LOT K; THENCE N89°59'26"W 39.53 FEET ON THE NON-TANGENT NORTH LINE OF SAID TAX LOT K TO THE POINT OF BEGINNING.

CONTAINING 0.044 ACRES MORE OR LESS.

171359EX3.dwg



2 THOMPSON, DREESSEN & DORNER, INC.  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT \_\_\_\_\_  
CITY OF LAVISTA TD2 NO. 171-359

DATE	9/4/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	12/01/08

## WARRANTY DEED - INDIVIDUAL

Tract 3

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED, made this 26 day of September, 2009, between  
DORIS M. OSENTOWSKI, deceased,  
party of the first part, and the **CITY OF LA VISTA, NEBRASKA**, a Municipal Corporation organized and existing  
under and by virtue of the Laws of the State of Nebraska.

WITNESSETH: that said party of the first part, whether one or more, for and in consideration of the sum of  
**ONE AND NO/100 DOLLARS (\$1.00)**, and other good and valuable consideration, in hand paid, receipt of which  
is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm for public purposes unto the  
CITY OF LA VISTA, NEBRASKA, the following described real estate, situated in the County of Sarpy and State of  
Nebraska, to wit:

### SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the above described premises, together with all the tenements, hereditaments,  
and appurtenances thereunto belonging, unto said CITY OF LA VISTA, NEBRASKA, and its successors and  
assigns forever;

And the said party of the first part for itself and its successors, does hereby covenant and agree to and with  
the said CITY OF LA VISTA, NEBRASKA, and its successors and assigns, that at the time of the execution and  
delivery of these presents it is lawfully seized of said premises, that it has good right and lawful authority to convey  
the same; that they are free from encumbrance; and party of the first part does hereby covenant for itself and its  
successors to warrant and defend the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF said GRANTOR(S) has or have hereunto set his or their hand(s) this  
26 day of September, 2009.

INDIVIDUAL and/or PARTNERSHIP

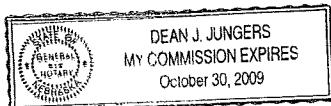
Julie D. Schneider PR.

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF SARPY NEBRASKA,  
COUNTY OF SARPY)  
ss.

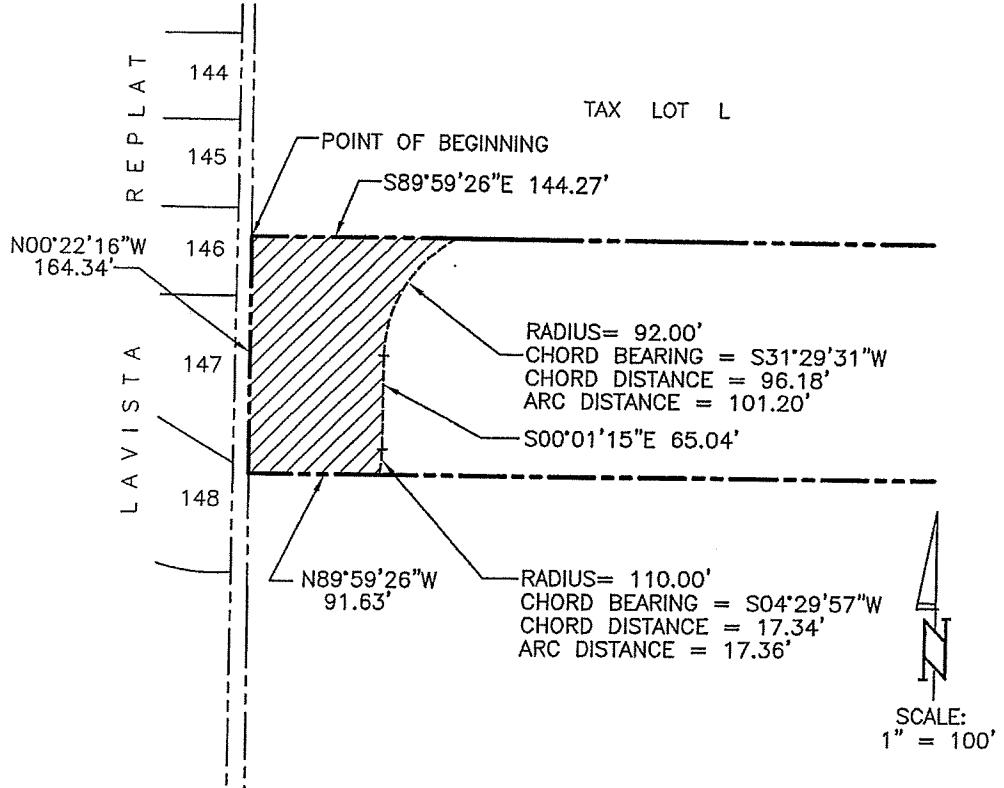
On this 26 day of September, 2009, before me, a General Notary Public, duly  
commissioned and qualified, personally came Julie A. Schneider PR. Notary Public  
STATE OF SARPY, OSENTOWSKI,  
me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as Grantor(s) and  
acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written  
(S E A L)



Dean Jungers  
Notary Public

EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF TAX LOT K IN THE SE 1/4 OF THE NW 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NW CORNER OF SAID TAX LOT K; THENCE S89°59'26"E (ASSUMED BEARING) 144.27 FEET ON THE NORTH LINE OF SAID TAX LOT K; THENCE SOUTHWESTERLY ON A NON-TANGENT 92.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S31°29'31"W, CHORD DISTANCE 96.18 FEET, AN ARC DISTANCE OF 101.20 FEET; THENCE S00°01'15"E 65.04 FEET; THENCE SOUTHWESTERLY ON A 110.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S04°29'57"W, CHORD DISTANCE 17.34 FEET, AN ARC DISTANCE OF 17.36 FEET TO THE SOUTH LINE OF SAID TAX LOT K; THENCE N89°59'26"W 91.63 FEET ON THE NON-TANGENT SOUTH LINE OF SAID TAX LOT K TO THE SOUTHWEST CORNER THEREOF; THENCE NOO°22'16"W 164.34 FEET ON THE WEST LINE OF SAID TAX LOT K TO THE POINT OF BEGINNING.

CONTAINING 0.38 ACRES MORE OR LESS.

171359EX3.dwg

 <b>THOMPSON, DREESSEN &amp; DORNER, INC.</b> <i>Consulting Engineers &amp; Land Surveyors</i> 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM	EXHIBIT		DATE	9/4/08
	CITY OF LAVISTA	TD2 NO. 171-359	DRAWN BY	RJR
			CHECKED BY	DHN
			REVISION	



F

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS C LIQUOR LICENSE APPLICATION FOR PALACIO ENTERPRISES INC. DBA 84<sup>TH</sup> STREET CAFÉ, LA VISTA, NEBRASKA.

WHEREAS, Palacio Enterprises Inc, dba 84<sup>th</sup> Street Café, 8013 S 83rd Avenue, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class C Liquor License application submitted by Palacio Enterprises Inc, dba 84<sup>th</sup> Street Café, 8013 S 83rd Avenue, La Vista, NE.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2009.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

---

---

**LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM**

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**TO:** PAM BUETHE, CITY CLERK  
**FROM:** BOB LAUSTEN, POLICE CHIEF  
**SUBJECT:** LOCAL BACKGROUND- LIQUOR LICENSE -84<sup>TH</sup> STREET CAFE  
**DATE:** 11/17/2009  
**CC:**

---

The police department conducted a check of computerized records on the applicant, Luis Palacio, for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicant has a reckless driving conviction (pled down from DUI) from 1992 and several traffic entries only.

**RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION**Date Mailed from Commission Office: **November 10, 2009**I, \_\_\_\_\_; Clerk of \_\_\_\_\_  
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) (reissue 1984) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

**PALACIO ENTERPRISES INC**  
**84<sup>TH</sup> ST CAFÉ**  
**8013 S 83<sup>RD</sup> AVE**  
**LA VISTA NE 68128/ SARPY COUNTY**  
**Application #: C-86144**  
**45 days =12/28/2009**

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing. **Check one**.....Yes \_\_\_\_\_ No \_\_\_\_\_

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more than 45 days after receipt of notice from the Nebraska Liquor Control Commission. **Check one**.....Yes \_\_\_\_\_ No \_\_\_\_\_

3. Date of hearing of Governing Body: \_\_\_\_\_

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

---

---

5. Motion was made by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

6. Roll Call Vote: \_\_\_\_\_

7. Check one: The motion passed: \_\_\_\_\_ The motion failed: \_\_\_\_\_

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made. (Attach additional page if necessary)

---

---

**SIGN HERE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
clerks signature

RECEIVED

APPLICATION FOR LIQUOR LICENSE  
CHECKLIST

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

86144

NOV 9 2009

RECEIVED  
NEBRASKA LIQUOR OCT 30 2009  
CONTROL COMMISSION

NEBRASKA LIQUOR  
CONTROL COMMISSION

Applicant Name

*Luis Palacio (Palacio Enterprises Inc.)*

Trade Name 84<sup>th</sup> St. Cafe

Previous Trade Name \_\_\_\_\_

E-Mail Address: 84stCafe @ COX. net

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

**REQUIRED ATTACHMENTS**

Each item must be checked and included with application or marked N/A (not applicable)

- 1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure.
- 2. Enclose registration fee for the appropriate class of license, made out to the Nebraska Liquor Control Commission.
- 3. Enclose the appropriate application forms; Individual License – Form 1; Partnership License – Form 2; Corporate - Form 3a; Limited Liability Form (LCC) – Form 3b. Corporate Form 3a and LLC Form 3b requires Corporate Manager application – Form 3c.
- 4. If building is being leased send a copy of the lease. Be sure it reads in the individual(s), corporate or LLC name being applied for. Also, the lease must extend through the license year being applied for. If building owned, send a copy of the deed or purchase agreement in appropriate name.
- 5. If you are buying the business of a current licensee, provide a copy of the purchase agreement from licensee. This also needs to be in appropriate applicant's name.

 received

CE 989502229  
\$ 45 - KR

6. If wishing to run on current liquor license enclose temporary agency agreement (must be Commission form only, must include copy of signature card from the bank showing both the seller and buyers name on account).

7. Copy of alcohol inventory being purchased. Inventory shall include brand names and container sizes. Inventory may be taken at the time application is being submitted.

8. Enclose a list of any inventory or property owned by other parties that are on the premise.

9. For individual, partnership and LLC enclose proof of citizenship; copy of birth certificate (certificate from the State where born, not hospital certificate), naturalization paper or passport, for all applicants, members and spouses.

10. If corporation or LLC enclose a copy of articles as filed with the Secretary of States Office. This document must show barcode.

11. Check with local governing bodies for any further requirements or restrictions.

12. If you have a business plan, please submit a copy.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 45-60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

  
Signature

Lee Palau

**RECEIVED****APPLICATION FOR LIQUOR LICENSE**

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

NOV 9 2009

**RECEIVED**NEBRASKA LIQUOR  
CONTROL COMMISSION

OCT 30 2009

NEBRASKA LIQUOR  
CONTROL COMMISSION
**CLASS OR LICENSE FOR WHICH APPLICATION IS MADE AND FEES**  
**CHECK DESIRED CLASS(S)**
**RETAIL LICENSE(S)**

		<u>Application Fee</u>
<input type="checkbox"/>	A BEER, ON SALE ONLY	\$45.00
<input type="checkbox"/>	B BEER, OFF SALE ONLY	\$45.00
<input checked="" type="checkbox"/>	C BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE	\$45.00
<input type="checkbox"/>	D BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY	\$45.00
<input type="checkbox"/>	I BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY	\$45.00
<input type="checkbox"/>	Class K Catering license (requires catering application form)	\$100.00

**MISCELLANEOUS**

		<u>Application Fee</u>	<u>Bond Required</u>
<input type="checkbox"/>	L Craft Brewery (Brew Pub)	\$295.00	\$1,000 minimum
<input type="checkbox"/>	O Boat	\$ 95.00	none
<input type="checkbox"/>	V Manufacturer		
<input type="checkbox"/>	Alcohol & Spirits	\$1,045.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery)	\$145.00	1 to 100 barrel*
<input type="checkbox"/>	Beer (excluding produced by a craft brewery)	\$245.00	100 to 150 barrel*
<input type="checkbox"/>	Beer (excluding produced by a craft brewery)	\$395.00	150 to 200 barrel*
<input type="checkbox"/>	Beer (excluding produced by a craft brewery)	\$545.00	200 to 300 barrel*
<input type="checkbox"/>	Beer (excluding produced by a craft brewery)	\$695.00	300 to 400 barrel*
<input type="checkbox"/>	Beer (excluding produced by a craft brewery)	\$745.00	400 to 500 barrel*
<input type="checkbox"/>	W Wholesale Beer	\$545.00	\$5,000 minimum
<input type="checkbox"/>	X Wholesale Liquor	\$795.00	\$5,000 minimum
<input type="checkbox"/>	Y Farm Winery	\$295.00	\$1,000 minimum
<input type="checkbox"/>	Z Micro Distillery	\$295.00	\$1,000 minimum
<input type="checkbox"/>	Copy of TTB permit (if applying for L, V, W, X, Y or Z)		

\*daily capacity, average daily barrel production for the previous twelve months of manufacturing operation. If no such basis for comparison exists, the manufacturing licensee shall pay in advance for the first year's operation a fee of five hundred dollars

All Class C licenses expire October 31<sup>st</sup>All other licenses expire April 30<sup>th</sup>

Catering license (K) expires same as underlying retail license

**TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)**

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (requires form 3b & 3c)

**NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION**

(commission will call this person with any questions we may have on this application)

Name Luis Palacio Phone number: 402-214-7848

Firm Name \_\_\_\_\_

**PREMISE INFORMATION**

Trade Name (doing business as) 84<sup>th</sup> Street Cafe

Street Address #1 8013 So. 83<sup>rd</sup> Ave

Street Address #2 \_\_\_\_\_

City La Vista County Sarpy Zip Code 68128

Premise Telephone number 402-214-7848

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

Mail address (where you want receipt of mail from the commission)

Name Jame Luis Palacio

Street Address #1 8321 Wyoming St.

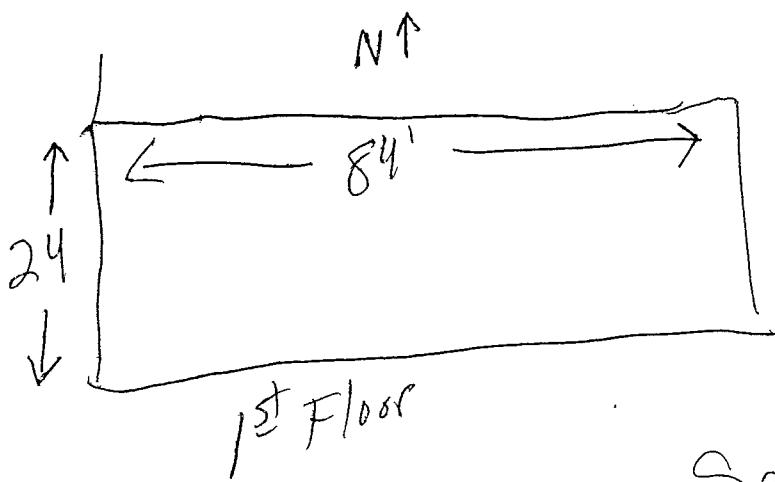
Street Address #2 \_\_\_\_\_

City Omaha State NE Zip Code 68122

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building in situations. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

\*\*For on-premise consumption liquor licenses minimum standards must be met by providing at least two restrooms



No Basement

See

Attached

## PREMISE INFORMATION

Trade Name (doing business as) 84th Street CafeStreet Address #1 8013 So. 83rd Ave

Street Address #2 \_\_\_\_\_

City LaVistaCounty SarpyZip Code 68128Premise Telephone number 402-314-7848Is this location inside the city/village corporate limits:  YES  NO

Mail address (where you want receipt of mail from the commission)

Name Luis Palacio

Street Address

#1 8321 Wyoming St.

Street Address

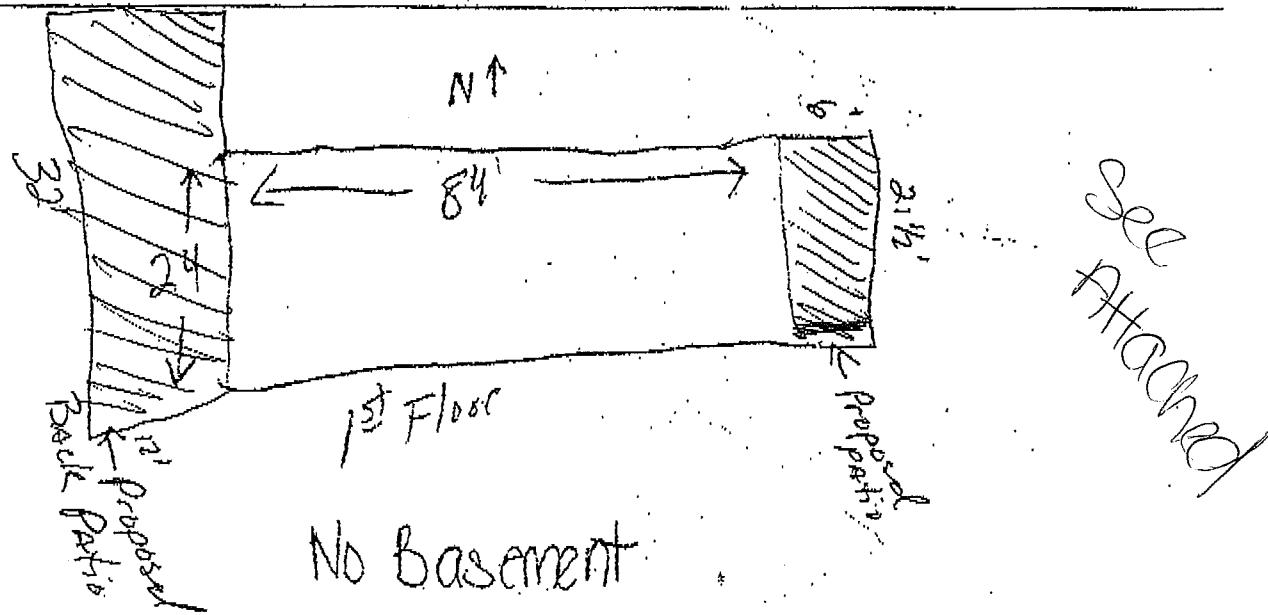
#2 \_\_\_\_\_

City OmahaState NEZip Code 68122

## DESCRIPTION

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building in situations. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

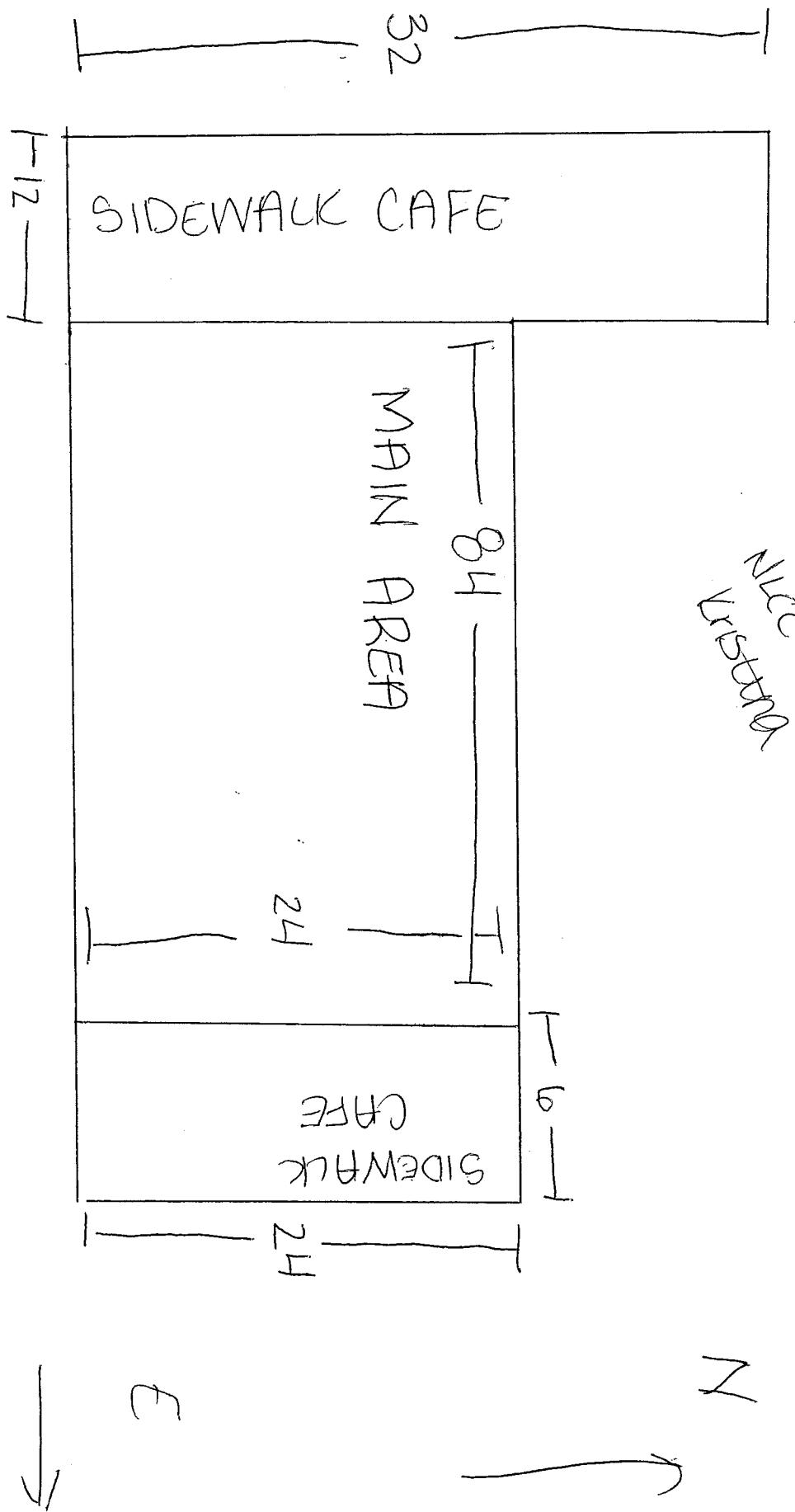
\*\*For on-premise consumption liquor licenses minimum standards must be met by providing at least two restrooms





N

1 Floor  
No Basement



S



E



## APPLICANT INFORMATION

### 1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

YES  NO

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

MAY 1997 after Hours dancing without Permit (Luis Palacio)  
Oct 1992 Reckless Driving (Luis Palacio)

### 2. Are you buying the business and/or assets of a licensee?

YES  NO

If yes, give name of business and license number \_\_\_\_\_

- Submit a copy of the sales agreement including a list of the furniture, fixtures and equipment.
- Include a list of alcohol being purchased, list the name brand, container size and how many?

### 3. Are you filing a temporary agency agreement whereby current licensee allows you to operate on their license?

YES  NO

If yes, attach temporary agency agreement form and signature card from the bank.

**This agreement is not effective until you receive your three (3) digit ID number from the Commission.**

### 4. Are you borrowing any money from any source to establish and/or operate the business?

YES  NO

If yes, list the lender \_\_\_\_\_

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

YES  NO

If yes, explain. All involved persons must be disclosed on application. \_\_\_\_\_

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

YES  NO

If yes, list such items and the owner. \_\_\_\_\_

### 7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business?

YES  NO

If yes, explain. \_\_\_\_\_

No silent partners

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

YES  NO

If yes, list the name of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)

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9. Is anyone listed on this application a law enforcement officer?

YES  NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

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

US Bank Corp Luis Palacio

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

Bistro at the Market 12<sup>th</sup> & Harney

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

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse)
- d) Limited Liability Company, manager only (no spouse) See ResUME

Name:	Date:	Where:
<u>Luis Palacio</u>	<u>8/2008</u>	<u>Hilton OMAHA</u>

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

Lease: expiration date 12-31-2012

Deed

Purchase Agreement

14. When do you intend to open for business? November 2, 2009

15. What will be the main nature of business? Restaurant

16. What are the anticipated hours of operation? 6:30 am - 11:8 pm

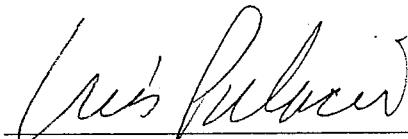
17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses. If necessary attach a separate sheet.

<b>RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE</b>					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
<u>Omaha, Nebraska</u>	<u>1972</u>	<u>Current</u>	<u>Omaha, Nebraska</u>	<u>1960</u>	<u>Current</u>

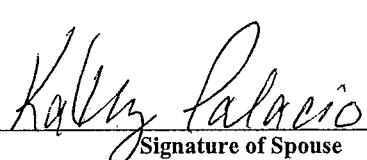
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background investigation and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s)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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock and spouses). Full (birth) names only, no initials.



Signature of Applicant



Signature of Spouse

Signature of Applicant

Signature of Spouse

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before  
me this October 29, 2009 by

  
Notary Public signature

Affix Seal Here

CRYSTAL M. NIELSON  
General Notary  
State of Nebraska  
My Commission Expires Feb 29, 2012

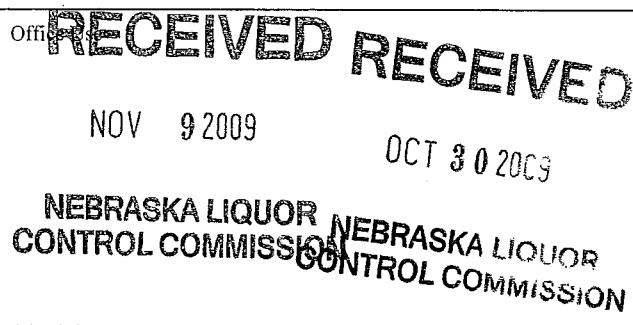
Affix Seal Here

GENERAL NOTARY - State of Nebraska  
SHANE R. STRATMAN  
My Comm. Exp. Sept. 4, 2013

in compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities.  
A ten day advance period is required in writing to produce the alternate format.

APPLICATION FOR LIQUOR LICENSE  
CORPORATION  
INSERT - FORM 3a

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



Officers, directors and stockholders holding over 25%, including spouses, are required to adhere to the following requirements

- 1) The president and stockholders holding over 25% and their spouse (if applicable) must submit their fingerprints (2 cards per person)
- 2) All officers, directors and stockholders holding over 25 % and their spouse (if applicable) must sign the signature page of the Application for License form (Even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation (Articles must show barcode receipt by Secretary of States Office)

Name of Registered Agent: Luis Palacio

Name of Corporation that will hold license as listed on the Articles

Palacio Enterprises Inc

Corporation Address: 8321 Wyoming St.

City: Omaha State: NE Zip Code: 68122

Corporation Phone Number: 402-214-7848 Fax Number: 402-451-5027

Total Number of Corporation Shares Issued: 1000

Name and notarized signature of president (Information of president must be listed on following page)

Last Name: Palacio First Name: Luis MI: M.

Home Address: 8321 Wyoming St. City: Omaha

State: NE Zip Code: 68122 Home Phone Number: 402-451-5027

Luis Palacio

Signature of president

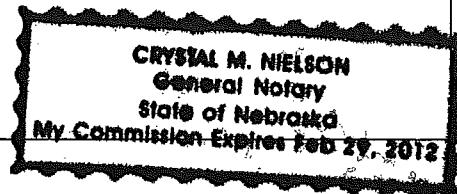
County of Douglas

The foregoing instrument was acknowledged before me this October 09, 2009 by

Crystal M. Nielson

Notary Public signature

Affix Seal Here





Is the applying Corporation controlled by another Corporation?

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YES

NO

NOV 9 2009

If yes, provide the name of corporation and supply an organizational chart

NEBRASKA LIQUOR  
CONTROL COMMISSION

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

Starting Date: October 2009 Ending Date: December 2009

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID #.

---

---

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use

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**NEBRASKA LIQUOR  
CONTROL COMMISSION**

Corporate manager, including spouse, are required to adhere to the following requirements  
If spouse filed affidavit of non-participation fingerprints and proof of citizenship not required

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of birth certificate, naturalization paper or US passport
- 4) Must submit fingerprints (2 cards per person)
- 5) Must be 21 years of age or older
- 6) Applicant may be required to take a training course

**Corporation/Limited Liability Corporation (LLC) information**

Name of Corporation/LLC: Palacio Enterprises Inc

**Premise information**

Premise License Number: \_\_\_\_\_  
(if new application leave blank)

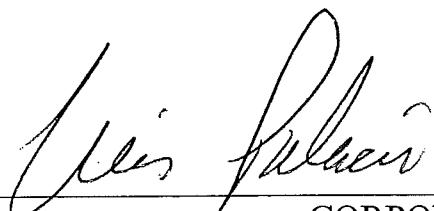
Premise Trade Name/DBA: 84<sup>th</sup> Street Cafe

Premise Street Address: 8013 So 83<sup>rd</sup> Ave

City: La Vista Zip Code: 68128

Premise Phone Number: 402-597-5003

**The individual whose name is listed in the president or contact member category on either insert form 3a or 3b must sign their name below.**



**CORPORATE OFFICER SIGNATURE  
(Faxed signatures are acceptable)**

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender:  MALE  FEMALE

Last Name: Palacio First Name: Chris MI: M

Home Address (include PO Box if applicable): 8321 Wyoming St.

City: Omaha State: NE Zip Code: 68122

Home Phone Number: 402-451-5027 Business Phone Number: 402-597-5003

Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_

Date Of Birth: 8/20/19 Place Of Birth: St. Paul Mn.

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

YES

NO

Spouse's information

Spouses Last Name: Palacio First Name: Kathy MI: M

Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_

Date Of Birth: 10/14/19 Place Of Birth: Omaha, NE

**APPLICANT AND SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST 10 YEARS**

**APPLICANT**

**SPOUSE**

CITY & STATE		YEAR FROM TO		CITY & STATE		YEAR FROM TO	
<u>Omaha, NE</u>		<u>1984</u>	<u>Present</u>	<u>Omaha NE</u>		<u>1984</u>	<u>Present</u>

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
<u>12-08 9/09</u>	<u>United Studios</u>	<u>Roger Speed</u>	<u>330-206-5147</u>
<u>1/07 10/09</u>	<u>Hilton Corporation</u>	<u>Rose Wendt</u>	<u>402-998-3100</u>

Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.

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

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

5/97 after Hour driving /no permit  
2/92 Reckless Driving

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? **IF YES**, list the name of the premise. *Bistro at the Market*

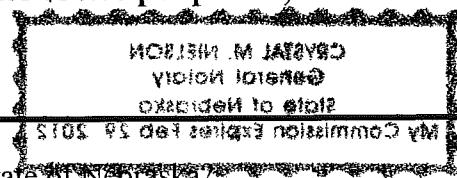
YES  NO

3. Do you, as a manager, have all the qualifications required to hold a Nebraska Liquor License? Nebraska Liquor Control Act (§53-131.01)

YES  NO

4. Have you filed the required fingerprint cards and **PROPER FEES** with this application? (The check or money order must be made out to the Nebraska State Patrol for \$38.00 per person)

YES  NO



5. Do you have any experience in selling alcohol in the State of Nebraska?  
If so list training and/or experience (when and where)

Date:	Where:
8/2008	Hilton Omaha

## PERSONAL OATH AND CONSENT OF INVESTIGATION

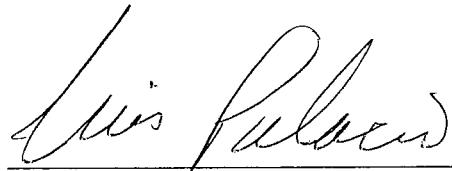
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true.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

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission.

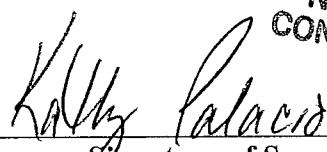
The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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Signature of Manager Applicant



NEBRASKA LIQUOR  
CONTROL COMMISSION

Signature of Spouse

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before  
me this Nov 5, 2009 by



Notary Public signature

Affix Seal Here

CRYSTAL M. NIELSON  
General Notary  
State of Nebraska

My Commission Expires Feb 29, 2012

Affix Seal Here

GENERAL NOTARY - State of Nebraska  
SHANE F. STRATMAN  
My Comm. Exp. Sept. 4, 2013

In compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities.  
A ten day advance period is required in writing to produce the alternate format.

Revised 9/2008

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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

**RECEIVED** **RECEIVED**

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OCT 30 2009

NEBRASKA LIQUOR  
CONTROL COMMISSION NEBRASKA LIQUOR  
CONTROL COMMISSION

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

*Kathy Palacio*

Signature of spouse asking for waiver  
(Spouse of individual listed below)

State of Nebraska

County of Douglas

10/29/09

*Angela B. Davis*  
Notary Public signature

*Kathy Palacio*

Printed name of spouse asking for waiver

The foregoing instrument was acknowledged before me this

by *Kathy Palacio*

Affix Seal

ANGELA B. DAVIS  
General Notary  
State of Nebraska  
My Commission Expires Nov 12, 2012

I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated (§53-125(13)) the Commission may cancel or revoke the liquor license.

*Luis Palacio*

Signature of individual involved with application  
(Spouse of individual listed above)

Printed name of applying individual

State of Nebraska

County of Douglas

Nov 5, 2009

date

*Crystal M. Nielson*  
Notary Public signature

The foregoing instrument was acknowledged before me this

by *Crystal M. Nielson*

name of person acknowledged

Affix Seal

CRYSTAL M. NIELSON  
General Notary  
State of Nebraska  
My Commission Expires Feb 29, 2012

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



Search Your Voter  
Registration  
Information



Search Your Polling  
Place



Search Your  
Provisional Ballot

#### Registrant Detail

Name	Luis Palacio
Party	Republican
Polling Place	VFW Post #2503 8904 Military Avenue North Room : ::::: HNDCP, USE EAST ENTRANCE Omaha, NE 68134

#### Districts

District Name	District Type
Omaha Public Schools	School District
Metro Com College Dist 2	Community College District
U.S. Congressional District 2	U.S. Congressional District
Appeals Court Judge Dist 2	Judge of Appeals Court Dist.
County Judge Dist 4	Judge of County Court Dist.
District Judge, Dist 4	Judge of District Court Dist.
Juv Crt Judge, Douglas Co.	Judge of Juvenile Court
Supreme Court Judge Dist 2	Judge of Supreme Court Dist.
Legislative District 10	Legislative District
Papio NRD SubD 3	Natural Resources District
Omaha PPD SubD Metro	Public Power District
PSC District 2	Public Service Comm District
Board of Regents District 8	Board of Regents
County Commissioner Dist 07	County Board (Commiss./Superv)
Metropolitan Utilities Dist	Utilities District
Omaha Public School Subdist 1	School Board Ward
State Board of Education Dist 8	State Board of Education
Learning Community 1 - Dist 1	Learning Community Coordinating Council

[Información en español](#)

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VoterView 1.8.751

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NOV 9 2009

## **Executive Summary**

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

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OCT 30 2009

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

My name is Luis Palacio. I want to open a neighborhood restaurant that offers great food and beverage. I have been in the food and beverage industry for 31 years. I have always wanted to have a neighborhood restaurant that offers an affordable menu and personalized service. I have service experience in fast food, fine dining, casual dining, and country clubs. I have managed in every position. Over those years I have become very knowledgeable in the service of food, sprits and wine.

I have been involved in the planning, organizing, training, marketing, and budgeting of operating restaurants and bars. I completely understand the efforts required to own and manage a restaurant operation. I believe that I have the skills and stamina needed to be a successful restaurant owner.

The operation will be called 84<sup>th</sup> Street Café, and is located at 8013 South 83<sup>rd</sup> Ave. The menu is a simple yet delectable offering of hot and cold sandwiches as well as a few salads and wraps. There will also be entrees featuring cuisine of Mexican, Italian, and Oriental. I will offer 3 to 6 daily specials which will include chicken, fresh fish, steaks and seafood.

I plan to offer on-premise and off-premise catering. My goal is to be able to do private functions, dinner parties, and booth sales at civic events. I want to offer food and beverages at those events. I am applying for a class C liquor license.

The marketing plan is detailed in the business plan. I will be trying to get bridge groups, small civic organization, and small social groups to commit to using the restaurant as their meeting. I will have an affordable menu for private parties namely birthdays, anniversaries, pre-nuptials, small weddings, and business meetings.

One of my strengths is the knowledge of wines. I plan to create a food and wine group for the Café. I have been very successful in the past creating and maintaining wine and food group at my previous employers. I have completed and passed the first of three tests from the Court of Master Sommelier.

The Café will offer special menus for all the holidays and big sporting events. The Café will also be offer an after school menu for the parent that need to feed the kids right after school that is a healthier option to fast food. Weekends will feature dinners for 2, with a bottle of wine, and a wine bar after 8pm. I will be creating a Sunday Brunch for the after church groups.

Opening a restaurant in the Omaha area is very difficult; however I believe that with my experience I can become profitable. I will be the sole-owner and chef which allows me to keep the overhead down. Improvements to the café will happen as the money becomes available. I am currently working on raising working capital with my family, friends and the bank.

NOV 9 2009

NEBRASKA LIQUOR  
CONTROL COMMISSION

Owning my own restaurant is a life long dream and desire that I have been preparing for and ready to take action. With the support of my family and friends, and with my determination and resolve I believe I have a great foundation to succeed.

RECEIVED  
RECEIVED

NOV 9 2009

# 84<sup>th</sup> Street Café

## Mission Statement

The mission is to create a food service restaurant that offers a relaxed environment with great home-style food matched with great beverages. I will accomplish this with a management style that promotes long term relationships with the patrons and employees. I believe that the development of those relationships will make the business cost effective and profitable.

NEBRASKA LIQUOR  
CONTROL COMMISSION

NEBRASKA LIQUOR  
CONTROL COMMISSION

OCT 30 2009

## Development & Status

A suitable site for the first restaurant was found last month and lease negotiations are in the final stages. The location will be on 84<sup>th</sup> & Giles Street and close to a dense population of the target market. With that phase completed, 84<sup>th</sup> Street Café can then open and the operations phase of the project can begin.

## Future Plans

If the business is meeting its projections by month six, I will start investing in the appearance of the dining room making it more comfortable. I will also expand the wine selections. After a year I would like to expand into another bay for a banquet room.

## Products & Related Services

84<sup>th</sup> Street Café will be offering a menu of food and beverages with a distinctive image. There will be three ways to purchase these products; table service at the restaurant, take-out from the restaurant, and catering to home or office.

## The Menu

84<sup>th</sup> Street Café menu (see appendices) is moderate sized, and moderate-low priced offering a collection of ethnic and American items with a common café style items and -- healthy (low-fat, low cholesterol, natural ingredients), flavorful, and familiar. Our goal is to create great home-style food with the addition of light satisfying and still nutritious food. I will not have burgers & fries on the menu.

There has been an increased awareness of nutritional and health concerns in recent years and a growing market of people who now eat this style of cooking regularly.

## Production

Food production and assembly will take place in the kitchen of the restaurant. Fresh vegetables, meat and dairy products will be used to create most of the dishes from scratch. The chef will exercise strict standards of sanitation, quality production, and presentation or packaging over the kitchen and service staff.

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## Service

There will be three ways a customer can purchase food. They may sit down at one of the 75 seats in the dining room and get full service from a waitperson. A separate take-out counter will service those who wish to pick up their food. Most take-out food will be prepared to order with orders coming from either the telephone or internet.

NEBRASKA LIQUOR  
CONTROL COMMISSION

## Future Opportunities

There is a market segment that prefers to eat this type of cooking at home although they do not have the time to cook. There are already caterers and even mail order companies that provide individuals and families with up to a month's supply of pre-prepared meals. We will be tapping into the catering market offering off premise food & beverage services

This opportunity will be researched and developed on a trial basis. If successful, it could become a major new source of income without creating the need for additional staff or production space.

## The Target Market

The market for 84<sup>th</sup> Street Café products covers a large area of diverse and densely populated groups. Although it will be located in La Vista, it is an area that is highly traveled. It is also an area known for and catering to the demographic group we are targeting.

### Market Location & Customers

LaVista & Papillion area has been growing in population the last 15 years and is on pace to continue to attract the middle class population base. The LaVista chamber of commerce is currently working on a marketing program to increase the awareness of the business located on 84<sup>th</sup> street between Harrison & Giles streets.

The customer base will come from 2 major segments;

- **Local population** -- the city of LaVista & Papillion with a year-round adult population of 127,000.
- **Local businesses** -- The LaVista Chamber of Commerce lists retail sales at \$174 million dollars in a three mile radius.

The food concept and product image of 84<sup>th</sup> Street Café will attract many different customer profiles;

- **The student** -- more and more young people have developed healthy eating habits. Some also go through a "health food phase" while in college. I will also try to take advantage of the middle school that is located in behind the building. I will offer after school snacks between 2pm and 4:30pm keeping the price \$3 to \$5.
- **The retirees** -- I will be looking to host bridge groups, special social groups to build the lunch and early afternoon business, I will offer attractive menu

options with affordable pricing for getting commitments to meet at the café on a regular basis.

- **The Tanners** – the Ashley Lynn brings in a lot of traffic, I will create lite menu with beverages that are rich in vitamins for the skin and put them on a menu board out side the entrance.
- **The working class** – too busy to cook a home-style meal with the option to eat healthier.
- **The health conscious person of any age or sex** -- this includes anyone on a restricted or prescribed diet or those who have committed to a healthy diet.
- **Curious and open-minded** -- "if you try it, you will like it." Through marketing, publicity, and word-of-mouth, people will seek out a new experience and learn that nutritious food can be tasty, fun, convenient, and inexpensive.
- **Winers** – on Friday nights between 8pm and 12am, I will offer a wine bar. I will use that as a base to create a wine group and build wine sales.
- **Weekender**—couples that just dine out on the weekend, I will offer special dinners for 2 that will include a bottle of wine, hoping to create dining groups.

### **Market Trends & The Future**

The population and demographics of La Vista have remained steady for the last 14 years. As people want to stay home more and cook less our strategy of delivering prepared meals on a weekly or monthly arrangement may be a widespread accepted new way of eating.

### **The Competition**

There are over two dozen restaurants in the La Vista area that sell food. There are no Café style restaurants. Although this presents an obvious challenge in terms of market share, it also indicates the presence of a large, strong potential. Our aggressive plans of take-out and delivery will also give us an advantage to create a good market share before the competition can adjust or similar concepts appear.

#### **Competitor's Profile**

Competing with 84<sup>th</sup> Street Café for the target market are these categories of food providers:

- Chain " " " "
- Bars & Grills
- La Vista Keno

#### **Competitive Strategy**

There are three major ways in which we will create an advantage over our competitors;

- My knowledge of the food and beverage service, my experience covers fast food, formal service, banquet service, and the know how to prepare the food for each.

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- product identity, quality, and novelty
- high employee motivation and good sales attitude
- Innovative and aggressive service options.

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CONTROL COMMISSION

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CONTROL COMMISSION

84<sup>th</sup> Street Café will be the only restaurant among all the competition which focuses the menu on home-style with the addition of low-fat selections. Each of the competitors offers at least one "healthy" selection on their menu. Once they have tried the restaurant, their experience will be reinforced by friendly, efficient, knowledgeable service. Return and repeat business will be facilitated by accessible take-out and delivery options.

## Marketing Plan & Sales Strategy

### Market Penetration

Entry into the market should not be a problem. The store has high visibility with heavy foot traffic all day long. The local residents always support new restaurants. In addition monies need to be raised for a pre-opening advertising and public relations campaign.

### Marketing Strategy

Focusing on the unique aspect of the product theme (healthy, tasty foods) a mix of marketing vehicles will be created to convey our presence, our image, and our message.

- **Print media** -- local newspapers, magazines and student publications
- **Broadcast media** -- local programming and special interest shows
- **Hotel guides**, concierge relations, Chamber of Commerce brochures
- **Direct mail** -- subscriber lists, offices for delivery
- **Internet**. - E-mail address, and Web Site Development

The marketing effort will be split into 3 phases;

- 1) **Opening** -- An advanced notice (press packet) sent out by the PR firm to all media and printed announcement ads in key places. Budget - \$500
- 2) **Ongoing** -- A flexible campaign (using the above media), assessed regularly for effectiveness. Budget - \$500
- 3) **Point of sale** -- A well-trained staff can increase the average check as well as enhancing the customer's overall experience. Word-of-mouth referral is very important in building a customer base.

### Future plans and Strategic Opportunities

Catering to offices (even outside of our local area) may become a large part of gross sales. At that point a sales agent would be hired to directly market our products for daily delivery or catered functions.

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## Operations

### Facilities & Offices

The 84<sup>th</sup> Street Café is a 2000 Square foot space. The licenses and codes' issues are all in order. New equipment and dining room furnishings will be purchased and installed. Offices of the corporation are presently at 8321 Wyoming st Omaha Nebraska, Luis Palacio's home but will be moved to the restaurant after opening.

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### Hours of Operation

The restaurant will be open for lunch and dinner 6 days a week, 6:30am till 8pm with a Sunday Brunch 8:30am till 2:30pm. The restaurant will be closed Christmas, Thanksgiving, and the Fourth of July and the second week of June for vacation.

### Employee Training & Education

Employees will be trained not only in their specific operational duties but in the philosophy and applications of our concept. They will receive extensive information from the chef.

### Systems & Controls

A big emphasis is being placed on extensive research into the quality and integrity of our products. They will constantly be tested for our own high standards of freshness and purity. Food costs and inventory control will be handled by our computer system and checked daily by management.

### Food Production

Most food will be prepared on the premises. The kitchen will be designed for high standards of sanitary efficiency and cleaned daily. Food will be made mostly to order and stored in large coolers in the basement.

### Delivery & Catering

Food for delivery may be similar to take-out (prepared to order) or it may be prepared earlier and stocked. Catering will be treated as deliveries.

## Management & Organization

### Key Employees & Principals

Luis Palacio, will be the President and owner operator. Luis has been in the food service business since 1978 and has always served in a managerial role. He has also completed the first of 3 test to achieving his Master Sommelier from the court of Master Sommeliers, which are wine experts.

Luis brings with him a track record of success in customer service in the food service industry. His management style is innovative and effective with creating and developing relationships with his patrons.

### **Compensation & Incentives**

84<sup>th</sup> Street Café will offer competitive wages and salaries to all employees with benefit packages available to key personnel only.

## **Long-Term Development & Exit Plan**

### **Goals**

84th Street Café is a concept that targets a new, growing market. We assume that the market will respond, and grow quickly in the next 5 years. Our goals are to create a reputation of quality, consistency and security (safety of food) that will make us the leader of in home-style dining. Ideally, 84th Street Café will expand to another bay for a private banquet room.

### **Strategies**

our marketing efforts will be concentrated on take-out and delivery, the areas of most promising growth. As the market changes, new products may be added to maintain sales.

### **Milestones**

After the restaurant opens, we will keep a close eye on sales and profit. Milestone to watch are increasing numbers of private parties on the weekends, increasing lunch groups, and wine sales reach around 30% of total sales

### **Risk Evaluation**

With any new venture, there is risk involved. The success of our project hinges on the strength and acceptance. After year 1, we expect some copycat competition in the form of other independent units. Chain competition will be much later.

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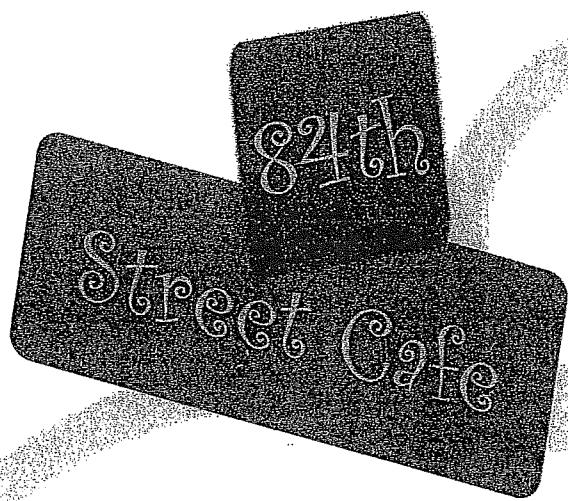
Hours

Monday Thru Saturday

6:30 AM till 8:00 PM

Sunday

6:30 AM till 1:30 PM



## Hot Sandwiches

**(\$6.00)**

(All sandwiches are served with chips and fruit)

Beef – Open faced with toast mashed potato and beef gravy

Turkey – Open faced with toast mashed potato and turkey gravy

BBQ Pork – sliced pork loin covered with BBQ sauce and served in a Kaiser roll

Fried Egg- 2 sandwiches with toasted bread with American cheese and a large fried egg

## Soup

Sdj- Soup of the day

Luis's Spicy Pork Chili – served with warm tortillas and a dish of sherbet

Cup \$3.25

Bowl \$ 5.25

## Salads

Served with Bread of the Day and Sherbet  
**(\$4.75)**

Greek

Caesar

Special of the day

Fresh Fruit with Yogurt

with Chicken add \$3.00

## Cold Sandwiches

(Wheat or Marble Rye) \$5.75  
Served with Chips & Sherbet

Ham

Turkey

Chicken Salad- asked for a tomato

Egg Salad

Tuna

## Desserts \$4.25

Cheese Cake DJ

Ice Cream Sundae

Pie DJ a la mode

Sherbet

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Entrees

\$8.50

(Includes soup or tossed salad)

Tacos – two 8 inch flour tacos, fried or soft, served with beans and rice

Enchiladas – two beef and/or chicken served with beans & rice

Oriental Beef – Strips of beef tossed with ginger soy dressing, bok choy, napa cabbage, onion, snap peas, with a hint of orange zest served over jasmine rice, steamed or stir fried

Baked Lasagna – 4 layers of beef, Italian sausage, ricotta cheese and in house made Marinara sauce and served with garlic cheese bread

Special \$16.95

Beef

Pasta

Fresh Fish



# Breakfast Menu

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Pancakes \$1.75

Waffles \$1.75

Biscuits & gravy \$3.50

2 Egg Omelet \$ 3.50

Cheese

Denver

Your Choice

2 French toast \$ 1.75

Eggs \$1.50

2 Pieces Bacon \$ 2.25

2 Pieces Sausage \$1.50

Hash Browns \$ 1.25

Breakfast burritos \$3.75

Fresh fruit \$ 1.75

Yogurt \$ 1.75

6oz New York \$10.95

6 oz Prime Rib \$8.95

Toast \$.50

Coffee \$ 1.50

Juice \$2.00

Soda \$1.75

## Entrée Specials

Flatiron Steak – Cooked medium and served with Béarnaise Sauce

Bone-in sirloin – Cooked to your temperature and served with caramelized Onion and demi glaze

Beef Brisket – Slow cooked for 4 hours and serve with ancho Chile sauce

Duck – Slow cooked  $\frac{1}{2}$  duck with rosemary, garlic and olive oil

Scallops – Sautéed and served with sarachi chili

Shrimp – Grilled and served over cous cous mixed with dried apricots and raisins

Sushi – Cali roll, tune roll,

Tuna – Flashed Grilled and served over rice mixed with pineapple And coconut finished with yam glaze and toasted almonds

Catfish – Fried and served with a sweet Cole slaw

Sole – filets of sole stuffed with crab and finished with a lemon buerre blanc

Salmon – Grilled salmon filet on top of sautéed leeks and wilted spinach and Sprinkled with bacon bits

Crab Cake – served on sweet cole slaw and lemon butter poppy seed mayo

Roasted Chicken – a thigh and Breast slow roasted and served over steamed rice with mushrooms

Baked Ziti pasta with Chicken – served with garlic cheese bread



## Weekly Specials

Monday - ½ priced tacos

Tuesday – ½ price all wine selections

Wednesday – Family Night - 4 entrees for \$20.00

Thursday – Pasta Bar \$9.95

Friday – 10 oz New York strip and shrimp dinner \$19.99

Saturday – 10 oz Rib Eye dinner for 2 with a bottle of wine \$29.99

Sunday – Brunch from 8:30 am till 1:30 pm

Monday Thru Friday between 3pm and 4:30pm

After School Special Scooby Snacks \$3.50

PB& J Sandwich with chips and soda

Beef Burrito with Soda

Yogurt fruit Smoothie with a Cookie

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8321 Wyoming Street Home 402-451-5027,  
Omaha Nebraska,  
68122

# Luis Palacio

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**Objective** Own & operate a food & beverage operation

**Experience** 2007 – 2008 Hilton/Omaha Omaha Nebraska

**Senior Assistant Banquet Manager**

- 5 million dollar in yearly revenue operation
- Supervised the set up and running of all functions in the Department
- Hired and trained all staff
- Schedule all staff
- Process daily billing
- Banquet Bar Manger
- Supervise and train all Banquet Captains
- Maintain BEO Bible (daily event book) on a daily basis

2006 – 2007 Happy Hollow Club Omaha Nebraska

**Dining Service Manager**

- 2.5 million dollar food and beverage operation
- Maintained service in 4 dining rooms and 3 bars
- Maintained the Wine Cellar, \$130,000.00 in inventory
- Maintaining Liquor and beverages inventories
- Wrote monthly Newsletter Articles for the club newsletter
- Hired and Trained all Service and Bar Staff
- Created the Formal Dining room and Wine Cellar Service Standards
- Maintained Wine 101 for the club
- Worked closely with the chef on daily specials

2005 – 2006 Rick's Café Boatyard Omaha Nebraska

**Assistant Restaurant Manager**

- 4.5 million dollar operation
- Supervised 11 supervisors and managers
- Supervised all Service for the Restaurant
- Managed the Liquor Inventories
- Hired and Trained all service staff
- Worked closely with the chef on daily specials

### **Assistant Clubhouse Manager**

- 1.5 million dollar yearly operation
- Supervised all service for the Dining Room and Banquets.
- Managed the bar.
- Created a food and wine club.
- Worked closely with the chef on daily specials

## **Restaurant Manager**

- 1 million dollar yearly operation
- Managed the daily operation of the restaurant.
- Created a banquet program for the restaurant.
- Managed the weekend entertainment
- Worked closely with the chef on daily specials

1995-1996 The Aquarium Restaurant Omaha, Nebraska

## **Restaurant Manager**

- Managed the daily operations of the restaurant.
- Created a banquet program for the restaurant

1994-1995      The Happy Hollow Club      Omaha, Nebraska

### **Assistant Clubhouse Manager**

- Supervised all restaurant service.
- Managed the food and wine club.

**Education** 2004 Bellevue University Bellevue, Nebraska

2004 Bellevue University

Bellevue, Nebraska

- Business Administration, 30 hours left to complete.

## Interests

## Cooking, Wines, Sports, and Golfing

**Interests** Cooking, Wines, Sports, and Golfing

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 1, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL AGREEMENT – CITY OF RALSTON	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute an Interlocal Agreement with the City of Ralston (Receiving LPA) for the City of La Vista (Assisting Public Entity) providing services of its employee to act as the Responsible Charge (RC) for a Federally funded transportation project of the Receiving Local Public Agency.

**FISCAL IMPACT**

The agreement calls for the City of Ralston to reimburse the City of La Vista for an hourly rate plus benefits for time spent by the Responsible Charge on the project. In addition all attorney fees encumbered by the City of La Vista will be reimbursed.

**RECOMMENDATION**

Approval

**BACKGROUND**

The City of La Vista was approached by the City of Ralston regarding Public Works Director Joe Soucie serving as the Responsible Charge for a federally funded transportation project in Ralston. The City of Ralston originally planned to enter into an Interlocal Agreement with MAPA which was to provide a staff member to act as the Responsible Charge. The MAPA employee did not complete the training and MAPA is currently without a certified Responsible Charge.

The Ralston project is the reconstruction on Serum Avenue & 77<sup>th</sup> Street. The project is federally funded by American Recovery & Reinvestment Act (ARRA). Because of this funding source a very tight time line is in effect. All stimulus projects must be out to bid by February 2010; in order to be fully obligated by a March 10, 2010 deadline.

Public works Director Joe Soucie is comfortable with the amount of time that is necessary to act as the Responsible Charge. By the time the stimulus projects are bid in January and February of 2010, the City of La Vista will have a second employee certified as a Responsible Charge; Street Superintendent Greg Goldman has completed and passed the first week of training and is scheduled to complete the second week of training beginning December 2<sup>nd</sup>. In addition MAPA also has an employee that has completed the first week of training and is scheduled to complete training in December.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF RALSTON, FOR THE CITY OF LA VISTA TO PROVIDE THE SERVICES OF AN EMPLOYEE TO ACT AS A RESPONSIBLE CHARGE IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, The City of Ralston has requested the services of an employee, certified as a Responsible Charge, from the City of La Vista for a federally funded transportation project to be known as the reconstruction of Serum Avenue and 77<sup>th</sup> Street; and

WHEREAS, The City of La Vista Public Works Director is able to give the amount of time necessary to act as the Responsible Charge; and

WHEREAS, The City of Ralston will reimburse the City of La Vista for an hourly rate plus benefits for time spent by the Responsible Charge on the project and any additional attorney fees encumbered by the City of La Vista;

NOW THEREFORE, BE IT RESOLVED, that an Interlocal Agreement with the City of Ralston for the City of La Vista to provide the services of an employee to act as a Responsible Charge is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER, 2009.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

Project Name: Serum Avenue/77<sup>th</sup> Street in Ralston  
Project Number: STPC-5027(1)  
Control Number: CN22173  
Name of Responsible Charge Person: La Vista Public Works Director Joe Soucie  
Name of Receiving LPA Contact: Ralston Public Works Director Dan Freshman

## NEBRASKA LOCAL PUBLIC AGENCY INTERLOCAL COOPERATION ACT AGREEMENT

### PARTIES

THIS AGREEMENT ("Agreement") is entered into by the City of Ralston, the Receiving LPA and the City of La Vista, the Assisting Public Entity. The County, Municipality or other public entity undertaking the Federal-aid highway project will be referred to herein as the Receiving LPA or LPA, with "LPA" meaning local public agency. The public entity providing the services of an employee to act as a Responsible Charge (RC) will herein be referred to as Assisting Public Entity.

### PURPOSE

This Agreement is entered into pursuant to Neb. Rev. Stat. § 13-801 et. seq., and shall be considered an Interlocal agreement to the extent allowable for the purposes of Neb. Rev. Stat. § 13-501 et seq., and Neb. Rev. Stat. § 77-3401 et seq. The purpose of this Agreement is to provide the terms for the Assisting Public Entity to provide the services of its employee to act as the RC for a Federally funded (through FHWA) transportation project of the Receiving LPA.

### RECITALS

WHEREAS, Receiving LPA intends to complete the design and construction of a county road, city street or other Federal-aid transportation improvement project identified as NDOR Project #STPC-5027(1), NDOR Control #CN22173, Serum Avenue/77<sup>th</sup> Street in Ralston, for which Receiving LPA intends to be fully eligible to receive Federal-aid highway transportation project funds.

WHEREAS, Receiving LPA cannot provide a full-time public employee to carry out the responsibilities for its Federal-aid transportation project.

WHEREAS, Assisting Public Entity has a full-time public employee on staff who has successfully completed required training to serve as a RC for a Federal-aid transportation project. According to the terms of this Agreement, Assisting Public Entity is willing to provide the services of this employee to Receiving LPA to be in day-to-day responsible charge of all aspects of Receiving LPA's project, from planning through post-construction activities, for the project to be eligible for Federal-aid transportation project funding.

WHEREAS, the parties understand that Receiving LPA must comply with all terms of 23 C.F.R. § 635.105(c) in order for this Federal-aid transportation project to be eligible for Federal funding. The parties intend for Receiving LPA to comply with these requirements by using Assisting Public Entity's employee who will be in responsible charge of the Federal-aid

transportation project so that (1) all aspects of the project receive independent and careful development, supervision and inspection, (2) the project is constructed in compliance with the plans and specifications, (3) all aspects of the project, from planning through construction activities, including all environmental commitments are carried out according to applicable requirements and remain eligible for Federal funding, and (4) decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion.

THEREFORE, in consideration of the mutual promises set out herein, the parties agree as follows:

## DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

**Fully qualified** means a person who has satisfactorily completed all applicable NDOR training courses and who has met the other requirements necessary to be included on the NDOR list of LPA RCs.

**Full-time public employee** means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing public entity. A person is not a full-time public employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to NDOR in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal aid is sought.

**Public employee** means a person who is employed solely by a county, a municipality, a political subdivision; a Native American tribe; a school district; another entity that is either designated by statute as public or quasi-public; or an entity included on a list of entities determined by the Nebraska Department of Roads, and approved by FHWA, as fulfilling public or quasi-public functions.

**Responsible Charge** means the public employee who is fully empowered by LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning through construction project activities, including all environmental commitments. RC is the day-to-day project manager, and the LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may elect to use consultants to provide certain technical tasks associated with the project so long as RC actively manages and represents the owner's interests in those technical tasks.

## DUTIES OF ASSISTING PUBLIC ENTITY

The Assisting Public Entity hereby agrees to provide its Public Works Director Joe Soucie to serve as the RC for Receiving LPA's Federal-aid transportation project identified as NDOR Project Number STPC-5027(1), NDOR Control Number CN22173, Serum Avenue/77<sup>th</sup> Street in Ralston. Assisting Public Entity pledges and agrees that:

- 1) This person is a **full-time public employee** of Assisting Public Entity.

- 2) This person is fully qualified and has successfully completed required training to serve as a RC.
- 3) It must require the RC to attend and complete following activities: participation in an annual workshop, which will be based on recommendations of the QA/QC program, and a minimum of 15 hours of professional development training annually.
- 4) It has authorized this person to be in day-to-day **responsible charge** of Receiving LPA's Federal-aid project and to spend time reasonably necessary to properly discharge such duties, including confirming that relevant aspects of the project, from planning through post-construction activities, are in compliance with the LPA Guidelines Manual for Federal-Aid Projects, and applicable state and Federal laws, regulations and policies in order to remain eligible for Federal-aid highway project funding.
- 5) It will not unreasonably interfere with this person carrying out the duties set out in this Agreement.
- 6) It will not unreasonably interfere with activities reasonably required of an RC for Receiving LPA's project to be in compliance with the LPA Guidelines Manual for Federal-Aid Projects, and applicable state and Federal laws, regulations and policies in order to remain eligible for Federal-aid highway project funding.
- 7) It will not unreasonably interfere with activities reasonably required of an RC for Receiving LPA and the State of Nebraska Department of Roads to meet their respective obligations set out in 23 C.F.R. § 635.105.
- 8) RC shall be Assisting Public Entity's contact for purposes of administration of this Agreement.

#### **DUTIES OF RECEIVING LPA**

The Receiving LPA pledges and agrees that it:

- 1) Will reimburse Assisting Public Entity for the services of the RC in accordance with the terms of this Agreement.
- 2) Will provide necessary office space, materials and administrative support for the RC.
- 3) Will fully cooperate with, support and not unreasonably interfere with the day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
- 4) Will take all necessary actions to comply and assist the RC in complying with all Federal and state requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 C.F.R. § 635.105.
- 5) Will take all necessary actions to ensure that the RCs work on the project would be deemed to meet the same standards that the Nebraska Department of Roads must meet under 23 C.F.R. § 635.105.
- 6) Is ultimately responsible for complying with all Federal and state requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction environmental commitments. Receiving LPA understands that non-compliance with the LPA Guidelines Manual for Federal-Aid Projects, and applicable state and Federal laws, regulations and policies may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, Receiving LPA, or its agents or representatives, result in a finding that a project fails to comply with the LPA Guidelines Manual for Federal-Aid Projects, and applicable state and Federal laws, regulations and policies, LPA will be required to repay NDOR some or all previously paid Federal funds and any costs or expenses NDOR has incurred for the project.
- 7) Designates its Public Works Director as its contact for purposes of administration of this Agreement.

## NDOR THIRD PARTY RIGHTS

The NDOR is not a signatory to this Agreement and is not assigned specific duties under this Agreement, however the NDOR may exercise the rights of a third party beneficiary to this contract, in the event of a default, or if it determines, in its sole discretion, that it would be in the best interest of the State to exercise its rights.

## PAYMENT

In order to obtain the services of RC, Receiving LPA shall pay to Assisting Public Entity all costs of Assisting Public Entity to perform this Agreement, including, but not limited to, payment or reimbursement of all salary, benefits, payroll taxes and charges incurred or paid by Assisting Public Entity to RC or to any consultant or other person supporting RC for work under this Agreement. The Assisting Public Entity shall periodically bill the Receiving LPA for all expenses incurred to date on a regular basis not more often than monthly during the period of this Agreement. Each invoice shall be due and payable within 30 days of the invoice date. Any payment that is not received by Assisting Public Entity within 10 days after the due date shall accrue interest at the rate of 12% per annum, subject to any limitation on the rate of interest under applicable law.

## INSURANCE

Assisting Public Entity and Receiving LPA each shall maintain in effect at the commencement and at all times during this Agreement all insurance coverages required under this section, except as otherwise noted. Receiving LPA shall reimburse Assisting Public Entity any additional cost of Assisting Public Entity to obtain any such coverage.

A. Workers' Compensation and Employers Liability Insurance

The minimum acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$100,000/\$500,000/\$100,000 each accident for Coverage B, Employers Liability.

B. Commercial General Liability Insurance

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000.

C. Automobile Liability Insurance

The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

D. Professional Liability Insurance

Assisting Public Entity shall provide coverage for wrongful acts, errors or omissions. The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000.

E. Certificate of Insurance

The Receiving LPA is to be included as an additional insured on the insurance coverages Assisting Public Entity is required to provide under this section; and Assisting Public Entity is to be included as an additional insured on the insurance coverages Receiving LPA is required to provide under this section. Each party shall furnish the other party with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the party shall furnish a certificate(s) of insurance evidencing renewal of its coverage.

### **INDEMNIFICATION**

Receiving LPA hereby agrees to indemnify, defend and hold harmless Assisting Public Entity from and against all losses, liabilities, costs, expenses, damages and claims, whatsoever, including attorney's fees and court costs, arising out of or resulting from this Agreement, except to the extent caused by gross negligence or willful act or omission of Assisting Public Entity. This paragraph shall survive the end of this Agreement.

### **TERM AND DURATION**

This Agreement shall become effective on the date the last party executes the Agreement and shall continue in force and remain binding until the earlier of completion of the project or January 31, 2015 , subject to earlier termination below. If the project is not completed by the specified date, this Agreement will continue in effect beyond that date if agreed to by the parties in a writing signed by both parties. If this Agreement will end before completion of the project, Receiving LPA will be solely responsible for providing a qualified RC to complete the project.

## TERMINATION

With 30 days written notice, either party may terminate this Agreement. Receiving LPA shall be solely responsible for assigning a new fully-qualified RC to the project by the Receiving LPA prior to termination of this Agreement, or the project may be found to be ineligible for Federal funds.

NOW THEREFORE, in consideration of the covenants and obligations contained herein, the Assisting Public Entity and the Receiving LPA duly execute this NEBRASKA LOCAL PUBLIC AGENCY INTERLOCAL COOPERATION ACT AGREEMENT.

City of La Vista  
Name of Assisting Public Entity

Douglas Kindig  
Print name of Mayor/Chairperson/Chief Executive Officer of Assisting Public Entity

---

Signature of Mayor/Chairperson/Chief Executive Officer of Assisting Public Entity

Attest:

---

*[Signature and stamp of City or County Clerk or Corporate Secretary]*

*[This document must be accompanied by a resolution from the governing body which authorizes the person above to sign on behalf of Assisting Public Entity.]*

City of Ralston  
Name of Receiving LPA

Donald A. Groesser  
Print name of Mayor/Chairperson/Chief Executive Officer of Receiving LPA

---

Signature of Mayor/Chairperson/Chief Executive Officer of Receiving LPA

Attest:

---

*[Signature and stamp of City or County Clerk or Corporate Secretary]*

*[This document must be accompanied by a resolution from the governing body which authorizes the person above to sign on behalf of the Receiving LPA.]*

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 1, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared authorizing the advertisement of a request for proposals (RFP) for an outdoor movie system.

**FISCAL IMPACT**

The FY 2009/2010 General Budget provides funding for the purchase of this equipment.

**RECOMMENDATION**

Approval

**BACKGROUND**

As part of the strategic plan the Mayor and Council have identified the need to strengthen a sense of shared community identity among residents and businesses. A key objective was to create new opportunities that bring residents together for celebration, leisure pursuits or civic engagement.

A staff committee was formed to identify opportunities to initiate ongoing events such as community movie nights. As a result a request to put out an RFP for an outdoor movie system is being recommended in accordance with the following schedule.

Advertise for Bids	December 2, 2009
Proposals Due	December 18, 2009, 12:00 p.m.
Open Bids	December 21, 2009, 2:00 p.m.
Tentative Award Date	January 5, 2010

A complete copy of the specifications is on file in the office of the City Clerk.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,  
NEBRASKA AUTHORIZING THE ADVERTISEMENT OF REQUEST FOR PROPOSALS FOR  
AN OUTDOOR INFLATABLE MOVIE SYSTEM**

WHEREAS, the Mayor and Council have determined that it is desirable to take proposals for a Movie System; and

WHEREAS, a committee was formed and has prepared specifications for the request for proposals; and

WHEREAS, the FY 09/10 General Fund budget provides funding for such purchase;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the advertisement for request for proposals and the City Clerk is hereby authorized to advertise for the proposals in accordance with the specifications prepared by the committee, and said sealed proposals are to be opened publicly at 2:00 p.m. December 21, 2009, at City Hall, 8116 Park View Blvd., La Vista, Nebraska 68128.

Advertise for Bids	December 2, 2009
Proposals Due	December 18, 2009
Open Bids	December 21, 2009
Tentative Award Date	January 5, 2010

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2009.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA**  
**REQUEST FOR BID AND BID SHEET**  
**ON: OUTDOOR INFLATABLE MOVIE SYSTEM**

NOT AN ORDER

From: City of La Vista  
City Clerk  
8116 Park View Blvd.  
La Vista, Nebraska 68128

**DATE ISSUED:** December 1, 2009  
**PROPOSALS DUE:** December 18, 2009, 12:00 p.m.  
**TENTATIVE AWARD DATE:** January 5, 2010

**BID OPENING:**

December 21, 2009 at 2:00 p.m.  
La Vista City Council Chambers  
8116 Pak View Blvd.  
La Vista, Nebraska 68128

IMPORTANT

1. Any discount quoted will be deducted from the price when bill is paid.
2. The owner reserves the right to reject any or all bids, and to waive informalities or irregularities in the bidding, and to negotiate contract terms with the various bidders when such is deemed by the owner to be in its best interest. The right is also reserved to accept or reject any part of bid unless otherwise indicated by vendor.
3. Instructions, manufacturer's catalog numbers, etc., where shown herein are for descriptive purposes to guide the bidder in interpreting the standard, quality, design, and performance desired and shall not be construed to exclude proposals based on furnishing other types of materials
4. Any substitutions must equal or surpass the specifications. When submitting a substitute article as equal, full name and description must be given, the City reserving the right, however, of deciding upon its suitability for the purpose intended.
5. **BID PRICE ON EQUIPMENT TO BE F.O.B. CITY OF LA VISTA, NEBRASKA AND SHOULD INCLUDE ALL SHIPPING AND DELIVERY CHARGES.**
6. Equipment must be of current date (latest model) and meet specifications.
7. Prices quoted shall not be subject to increase during the entire term of the contract. However, should there be a reduction in the price of any one or more items covered by the contract, during the period of the contract, the price to the City of La Vista shall be reduced to equal the revised list price less the discount herein quoted.
8. The City shall have the right to inspect any material or services specified herein. Equipment, supplies or services that fail to comply with the specifications herein as regards to design, material, or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City of La Vista at the expense of the vendor.

9. Each bidder shall submit all necessary catalogs, description literature, etc. needed to describe fully the material he proposed to furnish.
10. Any bidder's exceptions to those terms and conditions or deviations from the written specifications shall be shown in writing on the attached bid form exception sheets. However, such exceptions may be cause for rejection of the bid.
11. All prices and notations must be in ink or typewritten. Mistakes may be crossed out, and corrections typed adjacent and must be initialed in ink by person signing the proposal.
12. No bid may be withdrawn after the scheduled closing time for receipt of bids for at least sixty (60) days.
13. Bids must be submitted on the forms provided in a sealed envelope plainly marked "**SEALED BID**" with material description, date and time of closing written thereon. All bid proposals must be signed with the firm name and by an authorized officer or employee of the company.
14. Questions should be directed to Pam Buethe, City Clerk at [pbuethe@cityoflavista.org](mailto:pbuethe@cityoflavista.org) or by fax at (402) 331-4375 or by mail to 8116 Park View Blvd., La Vista, NE 68128 before quotation is submitted. As required by State Law, neither the vendor nor his subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to their hire, tenure, terms, conditions, or privileges of employment or because of their race, color, religion, sex, disability, or natural origin.

**CITY OF LA VISTA**  
**REQUEST FOR BID AND BID SHEET**  
**ON: OUTDOOR INFLATABLE MOVIE SYSTEM**

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS is attached hereto and by this reference is incorporated herein and made part of these specifications.

**DESCRIPTION:** See attached descriptive specifications.

**GENERAL:** The bid equipment shall meet all current Federal Government and State of Nebraska Safety Regulations. Bidder shall be a manufacturer, factory branch, or agent, engaged in the business of selling and servicing the equipment offered. City of La Vista reserved the right to reject any or all bids. All equipment provided shall be equipped with all factory standard equipment for the model bid. The successful bidder must maintain a full line of replacement parts in order to render equipment serviceable to the City of La Vista.

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**EQUIPMENT SPECIFICATIONS**  
**OUTDOOR INFLATABLE MOVIE SYSTEM**

The equipment to be furnished under this proposal shall be the manufacturer's latest model and design. Any deviations, deletions or variations from these specification must be stated. These specifications shall be regarded as MINIMUM. Bidders must furnish descriptive literature, manufacturer's compliance certificates and all other necessary data on the equipment proposed to be furnished.

Must meet or exceed specifications listed below – If not please indicate on comment line.

**SCREEN**

- a. Minimum 20'x 11' projection surface inflatable outdoor screen
- b. (4) Bungee ties
- c. (1) High Pressure blower
- d. High Tension tethers
- e. Heavy duty carry bag
- f. (4) 30" steel stakes
- g. Repair Kit
- h. 3 year warranty

**AV CONSOLE**

- a. Heavy duty storage case
- b. Triple screen LCD monitor
- c. (2) Professional DVD players
- d. Audio Mixer
- e. Video Mixer/Switcher
- f. Microphone system
- g. All console cables/wires

## PROJECTOR

- a. Professional grade projector minimum 3500 lumens
- b. Projector case
- c. 3 year warranty
- d. All projector cables/wires

## SPEAKERS

- a. (2) Professional grade speakers
- b. Storage case
- c. Speaker stands
- d. All speaker cables/wires

## MISCELLANEOUS

- a. Instruction and set-up guide/manual
- b. Individual component manuals
- c. 1 year warranty on all components not requiring a 3 year warranty

### Comments:

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**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 1, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
RENTAL HOUSING INSPECTION PROGRAM — DRAFT FORMS	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

Attached are the forms proposed to be used for the Rental Housing Inspection Program.

**FISCAL IMPACT**

Application fees were waived for the first year; inspection fees will be charged based on the Rental Inspection Program Ordinance and Master Fee Ordinance.

**RECOMMENDATION**

For discussion only.

**BACKGROUND**

Councilmember Sheehan requested copies of the inspection notices that would be sent to the landlords and tenants. The inspection notice form, as well as the other forms and information associated with the program are attached.



## Common Questions

What are the inspection fees?

There are no fees for the initial inspection. However, a fee of \$50 will apply for each subsequent re-inspection if violations are not corrected.

Are there additional penalties?

Failure of the owner, or his designated agent to be present at any inspection will result in a \$100 additional administrative processing fee for rescheduling the inspection.

*How can I find out more information?*

For questions about the City of La Vista Rental Inspection Program, please contact City Hall and speak with someone in Community Development at 402.331.4343.

La Vista City Hall  
8116 Park View Blvd  
La Vista, NE 68128  
402.331.4343  
[www.cityoflavista.org](http://www.cityoflavista.org)  
Hours  
M-Th 8 a.m.-4:30p.m.  
Friday 8 a.m.-Noon



Other La Vista Numbers

# Rental Inspection Property Checklist

In accordance with  
Ordinance #1086, adopting  
**IPMC 2006**

Community/Recreation Center  
402.331.3455

Reviewing your rental units for compliance with this list could save you from costly re-inspections!  
Rental units include apartments, condos, and single-family homes for rent.

#### Outside

- Are the street numbers visible from the street (2.5' high minimum)?
- Is the exterior (siding and/or paint) in good condition?
- Are all accessory structures (garage, shed, etc.) in good condition?
- Does the roof leak?
- Do all the steps, decks, and landings 30 inches or more above grade have guardrails?
- Are all fences in good repair?
- Are all sidewalks and driveways in safe and sound condition?
- Are the gutters and/or downspouts in a good state of repair and directing the water away from the structure?
- Is the foundation in good repair?
- Is the yard free of junk, trash, or debris? Are there items being stored outside that belong indoors?
- Are there inoperable, junk or unlicensed vehicles on the property?
- Are any swimming pools maintained in a sanitary condition?

#### Throughout the Dwelling

- Are the smoke detectors located inside each bedroom and on every floor level of the structure?

- Are all combustible materials stored at least 3 feet away from sources of ignition?

- Are all exit signs properly illuminated?

- Does each room including the bathrooms have adequate heat (at least 65°)?

- Are all combustion gases vented out of the room?

- Are clothes dryers properly vented?

#### In the Basement

- Do the exterior doors have deadbolt locks in working order?
- Are all exterior doors weather tight and in good working order?
- Are all storm or screen doors in good condition?
- Are the steps and handrails in good repair?
- In order to be used as a sleeping area, the space must meet the requirements for finished walls and ceilings, ventilation, ceiling height, heating and egress.
- Do clean-out openings and floor drains have proper covers?

#### Doors

- Do the exterior doors have deadbolt locks in working order?
- Are all exterior doors weather tight and in good working order?
- Are all storm or screen doors in good condition?
- Are the steps and handrails in good repair?
- In order to be used as a sleeping area, the space must meet the requirements for finished walls and ceilings, ventilation, ceiling height, heating and egress.
- Do clean-out openings and floor drains have proper covers?

#### Windows

- Are there any broken or badly cracked windows?
- Are all windows weather tight and in good working condition (capable of remaining open without a means of support)?
- Do the windows have locks in good working order?
- Do the required operable windows have screens without rips, tears or holes?
- Does every sleeping area have an operable window?

#### Plumbing

- Do plumbing fixtures have adequate water pressure and do they operate properly?
- Do any supply or drain lines leak?
- Do all fixtures have proper traps to prevent the infiltration of harmful sewer gases?

#### Walls, Ceilings and Floors

- Are the walls and ceilings properly sealed, free from peeling paint and capable of being maintained in a sanitary condition?
- Is the carpet ripped or torn, or otherwise causing a tripping hazard?
- Do all habitable rooms have ceilings at least 7 feet in height? \*

#### Electrical System

- Any new/updated bathrooms must have ground fault electrical outlets.
- Are all of the bathroom fixtures working properly?
- Is the floor able to be easily maintained in a clean, dry, condition?
- Is there an operable window or adequate mechanical ventilation?

#### Miscellaneous

- Are passageways and stairways in buildings adequately lighted at all times?
- Are there too many people occupying the dwelling (i.e. the kitchen, halls, and bathrooms are not acceptable habitable space)?

#### Fire Safety

- Are there any extension cords running through doorways, or under carpets?
- Is there adequate circuitry for the unit?

#### Mechanical

- Does each room including the bathrooms have adequate heat (at least 65°)?
- Are all combustion gases vented out of the room?
- Are clothes dryers properly vented?

#### Pest Control

- Is the unit free of bugs and/or rodents or been recently exterminated?

\* Unless constructed under previous regulations.

*Important Note: This list contains commonly found violations. It is not intended to be a comprehensive list of all violations that could occur. If you have questions about a specific situation, please contact City Hall at 402.331.4343 or visit our website at cityoflavista.org.*



# City of La Vista

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-331-4343 Fax: 402-331-4375

[www.cityoflavista.org](http://www.cityoflavista.org)

Please clearly print the following information:

## Part A – Rental Property Information

House #, Street Name and Unit #, if applicable: \_\_\_\_\_

Lot #: \_\_\_\_\_ Subdivision Name: \_\_\_\_\_

Is this a single-family dwelling?	Yes	No
Is this a duplex?	Yes	No
Is this a dwelling unit WITHIN a townhouse or apartment complex?	Yes	No

## Part B – Owner/Responsible Party Information

### Property Owner Information

Property Owner Name: \_\_\_\_\_

Business Name, if applicable: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Business/Cell Phone#: (\_\_\_\_) \_\_\_\_\_ Business Fax#: (\_\_\_\_) \_\_\_\_\_

E-mail address: \_\_\_\_\_

### Contact Information of Local Agent, if applicable

Name of Local Agent: \_\_\_\_\_

Local Agent's Business Name, if applicable: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Business/Cell Phone #: (\_\_\_\_) \_\_\_\_\_ Business Fax#: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Failure to register rental property within 30-days after the due date will result in a late charge as per the Master Fee Ordinance. A rental registration certificate will be mailed to the property owner upon completion of all necessary inspections.

The undersigned hereby applies for a rental dwelling license as required by City Code and attests that the subject premises will be operated and maintained according to the City's requirements for rental property and understands they are subject to applicable penalties if not in compliance. The undersigned further agrees that the subject premises may be inspected by the compliance official as provided in the City Code. The applicant further certifies that all statements and facts in this application are true and authorizes the City of La Vista to investigate any or all statements or facts contained herein; acknowledging that misrepresentation or the omission of facts will be cause for the revocation/suspension of the rental dwelling license. I understand that repairs may require permit(s) and if so, I will obtain permits and call for inspections as required. I UNDERSTAND THAT ALL WORK MUST CONFORM TO THE CODES OF THE CITY OF LA VISTA AND THAT CONTRACTORS MUST BE LICENSED WITHIN THE CITY OF LA VISTA.

I certify and declare that I have the authority to and herein provide the information above on this application to the best of my knowledge. I understand that the issuance of this license is conditioned upon compliance at all times with all applicable ordinances, regulations and statutes of the City of La Vista, Nebraska.

Owner's Signature

Please print the name of the signer

Date signed

## Calculate your Rental Fee

Multi-family Dwellings: \$6.00 per unit fee X \_\_\_\_\_ (# of units in your complex) = \$ \_\_\_\_\_ Total

Single Family Dwellings: \$50.00 per property, a separate registration is required for each property.

In addition to your particular class of Fees above, you MUST enclose with the return of this application:

- 1) Your completed application
- 2) Proof of Pest Control Inspection Results

**Fees will be returned if ALL of the above requested items are not received with your remittance.**

Fee Amount Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_



# City of La Vista

## Rental Program Inspection Notice to Property Owner/Management and Tenant/Occupant

Notice is herein provided this date to the Property Owner (or his designated representative on file); as well as the Tenant/Occupant at the Rental Property Address shown below.

**OWNER/REPRESENTATIVE ON FILE** \_\_\_\_\_ Date of this Notice: **{TodaysDate}**

**{RespPersonInfoName}**

**{RespPersonAddress}**

**{RespPersonCityStateZip}**

**{RespPersonPOBox}**

**TENANT/OCCUPANT**

**TENANT/OCCUPANT**

**{PropertyAddress}**

**{PropertyCityStateZip}**

**{PropertyAddress}**

Rental Property Address:

**This is your Registration #:**

**{CaseNum}**

*Please reference this number when inquiring about this case.*

### **NOTICE OF RECEIPT OF RENTAL PROPERTY REGISTRATION FEES TO PROPERTY OWNER**

The City of La Vista herein acknowledges receipt of Rental Inspection Program Registration Fee/s as well as required documentation for the property addressed as indicated above.

### **NOTICE OF RENTAL PROPERTY INSPECTION APPOINTMENT TO OWNER AND OCCUPANT**

The City of La Vista enacted Section 150.6 of the La Vista Municipal code on October 20, 2009, establishing a residential rental inspection program. The intent of the program is to promote health, safety and welfare of those living in or near rental housing, prevent or eliminate substandard or deteriorating rental housing, and preserve residential rental properties, property values and our neighborhoods.

To carry out the program, rental housing is subject to periodic inspections for compliance with applicable property maintenance requirements. As owner or tenant, you may voluntarily consent to an inspection. If you do not want to consent to an inspection, that is your right. If an owner or tenant refuses to consent to an inspection, Nebraska law allows the City to ask a judge to issue a warrant authorizing the inspector to enter the property and conduct the inspection. The City will obtain an inspection warrant if an owner or tenant does not consent to an inspection.

The owner or owner's representative must be present and provide access for inspections. Tenants have the right to be present, as well, if desired. Any violations observed during an inspection will be noted for correction within a specified period of time. Re-inspections may be required to verify that required corrections have been made. The City does not charge a fee for inspections, except in cases where violations are noted during an inspection and have not been corrected at the time of the follow-up inspection.

Enclosed is a brochure providing additional information regarding the rental inspection program. You may contact City Hall at 402-331-4343 for any questions you may have.

Inspection Type: **{InspectionTypeDesc}**

Inspection Scheduled Date: **{InspDesiredDate}**

Inspection Scheduled Time: **{InspDesiredTime}**

Chief Building Official: \_\_\_\_\_



# City of La Vista Rental Property Inspection Program Inspection Checklist

In accordance with Ord. #1086, Adoption of IPMC 2006

Property Address: \_\_\_\_\_

Year Built: \_\_\_\_\_

Property Owner/Responsible Party: \_\_\_\_\_

Address of above contact person: \_\_\_\_\_

Ph/Cell/Other: ( ) \_\_\_\_\_

INITIAL INSPECTION

Dated: \_\_\_\_\_

RIP 2<sup>ND</sup> INSPECTION

Dated: \_\_\_\_\_

RIP FOLLOW-UP INSPECTION

Dated: \_\_\_\_\_

## INSPECTION RESULTS:

**You PASSED the inspection on:** \_\_\_\_\_

Your **Inspection Class** assigned this date \_\_\_\_\_ is as follows:

(Inspector: Circle below) **Month/Year**

Class A      Rental property with minor or no code violations. Inspect again in 2 years \_\_\_\_\_

Class B      Rental property with major code violations, follow-up Inspection required before licensing.  
                    Inspect again in 1 year \_\_\_\_\_

Class N      Rental property is newly constructed.    Inspect 3 years from new build C.O. \_\_\_\_\_

City offices will be in contact with you 30 days prior to the scheduled inspection. You must notify the city offices if any contact person or their information changes.

**You DID NOT PASS the inspection on:** \_\_\_\_\_

**Re-Inspection has been scheduled for this future date:** \_\_\_\_\_.

**Your presence is required by law.**

Most repairs require a building permit; please check with the City of La Vista Community Development Department for permitting requirements to see if a permit is needed for your project.

Inspector printed name and signature: \_\_\_\_\_

Owner/Agent **Printed** name: \_\_\_\_\_

Owner/Agent **Signature**: \_\_\_\_\_

## GENERAL REQUIREMENTS

Code Section	Item	Correct	Needs Correction	N/A	Violation Class
<b>302</b>	<b>EXTERIOR PROPERTY</b>				
302.1	Ext. Sanitation				Minor
302.2	Lot Grading/drain				Minor
302.3	Sidewalks				Minor
302.4	Weeds				Refer to Code E
302.5	Infestation				Major
302.6	Exhaust Vents				Minor
302.7	Access.Structures				Refer to Code E
302.8	Motor Vehicles				Refer to Code E
<b>303</b>	<b>Pools/Spas</b>				
303.1	Swimming Pools				Major
303.2	Pool Enclosure				Major
<b>304</b>	<b>EXTERIOR STRUCTURE</b>				
304.2	Ext. Protect.Treat.				Minor
304.3	Address Numbers				Minor
304.4	Structural Mbrs				Major
304.5	Foundation Walls				Major
304.6	Exterior Walls				Major
304.7	Roofs				Major
304.8	Decorative Feature				Minor
304.9	Overhand Extens				Minor
304.10	Stairs, Decks,Balconies				Major
304.11	Chimneys & Towers				Major
304.12	Handrails & Guards				Major
304.13	Windows				Minor
304.14	Screens				Minor
304.15	Doors				Minor
304.16	Basement Hatch				Minor
304.17	BasementWindow				Minor
304.18	Building Security				Minor
<b>305</b>	<b>INTERIOR STRUCTURE</b>				
305.2	Struct.Members				Major
305.3	Interior Surfaces				Minor
305.4	Stairs/Walk Surfaces				Major
305.5	Handrails & Guards				Minor
305.6	Interior Doors				Minor
<b>306</b>	<b>HANDRAILS/GUARDRAILS</b>				
306.1	Handrails/Guardrails				Major
<b>307</b>	<b>RUBBISH &amp; GARBAGE</b>				
307.1	Accumulative of Rubbish				Ref. Code E
307.2	Disposal of Rubbish				Ref. Code E
307.3	Disposal of Garbage				Ref. Code E
<b>308</b>	<b>EXTERMINATION</b>				
308.1	Infestation of Pests				Major

## LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

Code Section	Item	Correct	Needs Correction	N/A	Violation Class
<b>402</b>	<b>LIGHT</b>				
402.1	Habitable Spaces				Minor
402.2	Common Halls & Stairways				Minor
402.3	Other Spaces				Minor
<b>403</b>	<b>VENTILATION</b>				
403.1	Habitable Spaces				Minor
403.2	Bathrooms & Toilets				Major
403.3	Cooking Facilities				Minor
403.4	Process Ventilation				Minor
403.5	Clothes Dryer Ventilation				Major
<b>404</b>	<b>OCCUP.LIMITATIONS</b>				
404.1	Privacy				Major
404.2	Minimum room Widths				Major
404.3	Minimum Ceiling Heights				Major
404.4	Bedroom & Living Rooms				Major
404.4.1	Room Area				Major
404.4.2	Access From Bedrooms				Major
404.4.3	Water Closet Accessible				Major
404.4.4	Prohibited Occupancy				Major
404.4.5	Other Requirements				Major
404.5	Overcrowding				Major
404.6	Efficiency Unit				Major
404.7	Food Preparation				Major

## PLUMBING FACILITIES AND FISTRUE REQUIREMENTS

Code Section	Item	Correct	Needs Correction	N/A	Violation Class
<b>502</b>	<b>REQUIRED FACILITIES</b>				
502.1	Dwelling Units				Major
<b>503</b>	<b>TOILET ROOMS</b>				
503.1	Privacy				Major
503.2	Location				Major
503.4	Floor Surface				Major
<b>504</b>	<b>PLUMBING SYSTEMS</b>				
504.1	General				Major
504.2	Fixture Clearance				Minor
504.3	System Hazards				Major
<b>505</b>	<b>WATER SYSTEM</b>				
505.1	General: Connection				Major
505.2	Contamination				Major
505.3	Supply				Minor
505.4	Water Heating				Major

<b>506</b>	<b>SANITARY DRAINAGE</b>				
506.1	General: Connection				Major
506.2	Maintenance				Minor
<b>507</b>	<b>STORM DRAINAGE</b>				
507.1	Storm Drainage				Minor

### MECHANICAL AND ELECTRICAL REQUIREMENTS

Code Section	Item	Correct	Needs Correction	N/A	Violation Class
<b>602</b>	<b>HEATING FACILITIES</b>				
602.2	Residential Occupancy				Major
602.3	Heat Supply				Major
602.4	Occupiable Work Spaces				Minor
602.5	Room Temperature				Minor
<b>603</b>	<b>MECHANICAL EQUIPMENT</b>				
603.1	Mechanical Appliances				Major
603.2	Venting				Major
603.3	Clearances				Major
603.4	Safety Controls				Major
603.5	Combustion Air				Major
603.6	Energy Conservation				Minor
<b>604</b>	<b>ELECTRICAL FACILITIES</b>				
604.1	Required Facilities				Major
604.2	Service				Major
604.3	Electrical Hazards				Major
<b>605</b>	<b>ELECTRICAL EQUIPMENT</b>				
605.1	Installation				Major
605.2	Receptacles				Major
605.3	Luminaries				Minor
<b>606</b>	<b>ELEVATORS</b>				
606.1	Maintenance & Certification				Major
606.2	Elevator Operation				Minor
<b>607</b>	<b>DUCT SYSTEMS</b>				
607.1	General				Minor

**FIRE SAFETY REQUIREMENTS**

Code Section	Item	Correct	Needs Correction	N/A	Violation Class
<b>702</b>	<b>MEANS OF EGRESS</b>				
702.1	General				Major
702.2	Aisles				Major
702.3	Locked Doors				Major
702.4	Emergency Escape Openings				Major
<b>703</b>	<b>FIRE RESISTANCE RATE</b>				
703.1	Rated Assemblies				Major
703.2	Protected Openings				Major
<b>704</b>	<b>FIRE PROTECTION</b>				
704.1	General: Maintenance				Major
704.2	Smoke Alarms				Major
704.3	Power Source				Major
704.4	Interconnection				Major

Miscellaneous Notes by Inspector:



## City of La Vista Rental Inspection Results for the Rental Property located at {PropertyAddress}

Registration #: {CaseNum}

Todays Date: {TodaysDate}

We herein report the results of the {InspectionType} , conducted on, {InspectedDate} at the rental property as addressed and inspected by {InspectorID} ; in accordance with Ordinance # 1086, amending the La Vista Municipal code, Sec. 150.03 relating to the Property Maintenance Code.

### Responsible Party Notified:

{RespPersonInfoName}

{RespPersonAddress}

{RespPersonCityStateZip}

### Code Violation Specifics:

{CodeViolationTable}

This {InspectionType} had the following notes specifying the required corrections to be made. We anticipate these corrections can be made within {CF-Insp-# of Days To} days. Please contact our office at 402-331-4343 to schedule this re-inspection.

**A re-inspection fee of \$50.00 is due if the violations have not been corrected at the time of the follow-up inspection.**

Results are shown as: {Result}

Key: NC = Needs Correction      PP = Partial Pass

### Correction Notes:

{CorrectionNotes}



**City of La Vista**  
**Rental Program Certification**  
**for the Rental Property located at**  
**{PropertyAddress}**

Registration Number: **{CaseNum}**

**{RespPersonInfoName}** has hereby registered the rental property addressed as above, located within the City of La Vista city limits, for the Rental Inspection Program, having provided a completed application, a certificate of Pest Control on subject property, submitted fee/s in accordance with the current Master Fee Ordinance; and has been found to be in compliance with the Property Maintenance Code as adopted by City of La Vista Ordinance # 1086.

Your current Rental Program Inspection Class, from those listed below, is:

**{CF-Case-Rental Inspection Program Classification (Copy)}**

CLASS	EXPLANATION	INSPECT AGAIN
A	Rental property with minor or no code violations	2 years
B	Rental property with major code violations. A follow-up inspection was passed successfully.	1 year
N	Rental property is new; completed after eff. date of Sec 150.66(A) January 1, 2010	3 years (from Cert.Occ. Issuance)

Please note that while the class above specifies an inspection schedule, should violations occur at the rental property prior to the timeframe, inspections may be required or further action may be taken to revoke or suspend a rental license.

The Responsible Party, designated upon registration, is noted below. You must notify the City of La Vista if there are any changes to the registration information.

**{RespPersonInfoName}**

**{RespPersonAddress}**

**{RespPersonPOBox}**

**{RespPersonCityStateZip}**

**{RespPersonPhone}**

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Signature of City Official

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**{TodaysDate}**

Todays Date