LA VISTA CITY COUNCIL
MEETING
March 2, 2010

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 March 2, 2010. Present were Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Absent: None. Also in attendance were City Attorney McKeon, City Engineer Kottmann, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Assistant Library Director Linhart, Police Chief Lausten, Fire Chief Uhl, Assistant Recreation Director Karlson, 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 February 18, 2010. 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.

President Gowan called the meeting to order and led the audience in the pledge of allegiance.

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

PROCLAMATION – GAMBLING AWARENESS WEEK

President Gowan read a proclamation declaring March 7th through March 13th as Gambling Awareness Week in La Vista

A. CONSENT AGENDA
1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF CITY COUNCIL MINUTES FROM FEBRUARY 16, 2010
3. APPROVAL OF PLANNING COMMISSION MINUTES FROM FEBRUARY 18, 2010
4. APPROVAL OF CLAIMS

Councilmember Crawford made a motion to approve the consent agenda. Seconded by Councilmember Carlisle. Councilmember Ronan 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, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

84TH STREET CAFÉ, Supplies	79.82
ALAMAR UNIFORMS, Wearing Apparel	1,597.93
ALL STAR PRO GOLF, Golf Shop Supplies	546.26
ALL STAR TRUCK TOPPERS, Equipment	1,233.70
ALPHA SOURCE, Repair	50.50
ANDERSON, TERRY, Contract Services/Utilities	115.16
ARAMARK UNIFORM, Contract Services	264.53
ASPEN EQUIPMENT, Winter Maint.	614.94
ASPHALT & CONCRETE MATERIALS, Street Maint.	128.10
AUSTIN PETERS GROUP, Training	4,100.00
B G PETERSON, Bldg & Grnds	400.00
BADGER BODY, Winter Maint.	137.02
BAKER & TAYLOR BOOKS, Books	472.76
BCDM-BERINGER CIACCIO DENNELL, Professional Services	575.00
BCR-BIBLIOGRAPHICAL, InterLibrary Loan	29.73
BEACON BUILDING SERVICES, Contract Services	6,437.00
BENNINGTON EQUIPMENT, Vehicle Maint.	1,055.54
BLACK HILLS ENERGY, Utilities	2,597.66
BOB'S RADIATOR REPAIR, Vehicle Maint.	797.00
BUETHE, PAM, Petty Cash/Travel/Phone/Postage/Printing/Supplies	411.50
BUILDERS SUPPLY, Bldg & Grnds	576.90
CALENTINE, JEFFREY, Travel/Phone	732.92
CENTER FOR PROFESSIONAL DVLPMT, Training	13,900.00
CENTER POINT PUBLISHING, Books	248.04
CITY OF OMAHA, Contract Services	80,590.74

CONTROL MASTERS, Bldg & Grnds	2,624.05
CORNHUSKER INTL TRUCKS, Vehicle Maint.	52.88
COX COMMUNICATIONS, Contract Services	174.20
CREIGHTON EMS EDUCATION, Training	1,532.00
D & D COMMUNICATIONS, Repair	755.75
DARE CATALOG, Equipment	1,372.80
DELL MARKETING, Contract Services	2,656.88
DEMCO, Supplies	89.09
DON'S PIONEER UNIFORMS, Wearing Apparel	141.60
DOUGLAS COUNTY SHERIFF, Contract Services	50.00
EASTERN LIBRARY SYSTEM, Training	30.00
EMBASSY SUITES HOTEL, Fire Dept Banquet	3,243.60
EMERGENCY SERVICES MARKETING, Phone	48.60
FARQUHAR, MIKE, Auto Allowance	100.00
FEDEX, Postage	27.02
FILTER CARE, Vehicle Maint.	68.30
FIREGUARD, Repair	391.75
FORT DEARBORN LIFE INSURANCE, Employee Benefits	2,483.50
FRED PETERSON, Vehicle Maint.	600.00
FROEHLICH, RORY, Auto Allowance	100.00
FUTUREWARE DISTRIBUTING, Contract Services	22.00
GALE, Books	95.19
GCR OMAHA TRUCK TIRE CENTER, Supplies	361.40
GOLDMAN, JOHN, Phone	222.06
GREAT PLAINS UNIFORMS, Wearing Apparel	60.50
GUNN, BRENDA, Phone	45.00
HAMILTON COLOR LAB, Banner Stand	850.00
HARBOR FREIGHT TOOLS, Vehicle Maint.	79.92
HARTS AUTO SUPPLY, Vehicle Maint.	543.00
HEARTLAND AWARDS, Wearing Apparel	24.95
HELGET GAS, Squad Supplies	73.00
HY-VEE, Supplies	71.71
ICMA-INTL CITY/COUNTY MANAGE, Training/Travel	3,555.00
ICSC-INTL COUNCIL OF SHPG CTRS, Travel	100.00
INLAND TRUCK PARTS, Vehicle Maint.	172.29
INTERSTATE ALL BATTERY CENTER, Squad Supplies	171.60
INTERSTATE SUPPLY, Wearing Apparel	60.31
J Q OFFICE EQUIPMENT, Supplies/Contract Services	474.41
JONES AUTOMOTIVE, Vehicle Maint.	1,450.00
KELLY'S AWARDS, Medallions	604.00
KIMBALL MIDWEST, Vehicle Maint.	147.99
KINDIG, DOUGLAS, Phone	80.00
KLINKER, MARK, Professional Services	200.00
LA VISTA COMMUNITY FOUNDATION, Payroll Deductions	70.00
LANGLEY ANIMAL HOSPITAL, Contract Services	42.00
LAUGHLIN, KATHLEEN, Payroll Withholding	809.00
LEAGUE ASSN OF RISK MGMT, Insurance	650.00
LEXIS NEXIS MATTHEW BENDER, Books	287.94
LIBRARY ADVANTAGE, Supplies	140.00
LIEN TERMITE & PEST CONTROL, Contract Services	230.00
LIFE ASSIST, Squad Supplies	497.64
LINCOLN FINANCIAL, Payroll Withholding	1,115.49
LINWELD, Supplies	143.26
LUKASIEWICZ, BRIAN, Phone	50.00
LUPOMECH, CATHY, Travel	101.67
MANGELSEN'S, Supplies	46.98
MARK HYDRAULIC COMPANY, Vehicle Maint.	808.31
MES-MIDAM, Wearing Apparel	154.88
METRO COMMUNITY COLLEGE, Utilities/Phone/Contract Services	11,338.25
MID AMERICA PAY PHONES, Phone	50.00
MID CON SYSTEMS, Vehicle Maint.	60.60
MID-STATES UTILITY TRAILER, Vehicle Supplies	537.00
MOTOROLA, Data Computers	14,176.00
MUD, Utilities	1,294.17
NEBRASKA CHAPTER APWA, Training	500.00
NEBRASKA FIRE ADMIN ASSISTANTS, Dues	15.00
NEBRASKA GOLF COURSE, Dues	100.00
NEBRASKA IOWA SUPPLY, Vehicle Supplies	24,282.44
NEBRASKA LIBRARY COMMISSION, CD Rom	1,974.00
NEUMAN EQUIPMENT, Vehicle Supplies	90.00

NEXTEL, Phone	97.13
NMC EXCHANGE, Vehicle Maint.	255.64
NUTS AND BOLTS, Winter Maint.	291.16
OABR PRINT SHOP, Printing	4,060.15
OFFICE DEPOT, Supplies	1,087.83
OMAHA COMPOUND COMPANY, Supplies	166.91
OMB EXPRESS POLICE SUPPLY, Supplies	32.98
PALTEC TRUCK EQUIPMENT, Vehicle Maint.	105.88
PAPILLION TIRE, Vehicle Maint.	60.85
PARAMOUNT LINEN & UNIFORM, Wearing Apparel/Uniform Cleaning	390.96
PAYLESS, Supplies	236.35
PERFORMANCE CHRYSLER JEEP, Vehicle Maint.	700.21
PITNEY BOWES, Supplies	221.00
PRECISION INDUSTRIES, Vehicle Maint.	1,056.76
PUSH PEDAL PULL, Equipment	589.00
QUALITY IRRIGATION, Contract Services	1,037.00
QWEST, Phone	1,193.58
RAINBOW GLASS & SUPPLY, Vehicle Maint.	19.95
RAMIREZ, RITA, Phone	43.00
RUSTY ECK FORD, Vehicle Maint.	170.78
SAPP BROS, Vehicle Supplies	1,735.50
SARPY COUNTY CHAMBER, Dues	150.00
SARPY COUNTY COURTHOUSE, Contract Services	3,495.03
SARPY COUNTY FIRE CHIEFS ASSN, Dues	150.00
SECURITY EQUIPMENT, Bldg & Grnds	149.00
SMITH, MELANIE, Training	49.95
SOUCIE, JOSEPH, Travel/Phone	165.00
SPRINT, Phone	119.28
STERIL MANUFACTURING, Repair	50.00
STOPAK, SCOTT, Phone	50.00
SUSPENSION SHOP, Vehicle Maint.	555.23
TIEHEN, JAMES, Auto Allowance	100.00
TY'S OUTDOOR POWER & SVC, Winter Maint.	20.95
UNIVERSAL STEERING HYDRAULIC, Vehicle Maint.	155.00
UNIVERSITY OF VIRGINIA, Training	3,000.00
UPS, Postage	9.56
USI EDUCATION/GOVT SALES, Supplies	71.81
VAIL, ADAM, Auto Allowance	100.00
VANDER HAAG'S, Vehicle Maint.	1,688.50
VERIZON, Phone	202.65
WICK'S STERLING TRUCKS, Vehicle Maint.	431.68
WITKOVSK, BARB, Training	31.75

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn reminded Council of the Strategic Planning meeting which will be held on Tuesday, March 23rd. Gunn stated she would be in Lincoln on Wednesday to attend the session on LB1018, which begins at 10:00 a.m.

City Clerk Buethe informed Council the 2010 census forms will be arriving in mailboxes soon, most by the 17th of March. Elected Officials and City Staff are asked to encourage citizens to return their census questionnaire.

Assistant City Administrator Ramirez informed Council that the City has received several nice comments, notes, etc. about the La Vista Founders Day lunch. She stated the 50th Anniversary street banners are currently going up around the City. Ramirez stated the LV50 banner will be put up on the side of the Divine Truth store this week. The next LV50 event will be held on March 20th at the La Vista Public Library from 10:00 a.m. to 1:00 p.m.

Fire Chief Uhl informed Council that CPR classes are currently being made available for the La Vista Police Department and other city employees.

Public Works Director Soucie informed Council that street sweeping has started. The park crew is replacing dugout roofs at the Sports Complex. Soucie informed Council he will be attending LEAD training from March 6th through March 12th.

Assistant Recreation Director Karlson informed Council the Easter Egg hunt will be held rain or shine, or snow, on April 3rd, at the Sports Complex, the new site for the event. Councilmember Quick asked about the travel club. Karlson stated the club was going well

Assistant Library Director Linhart informed Council she received an invitation from Fazoli's on March 23rd to celebrate the City's birthday. She stated that 15% of the proceeds will go to the Library.

At 7:10 p.m. Mayor Kindig arrived.

B. ONE AND SIX YEAR STREET IMPROVEMENT PLAN
1. PUBLIC HEARING

At 7:13 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the One and Six Year Street Improvement Plan. Street Superintendent Goldman gave a presentation on completed projects; projects scheduled for 2010 – 2011, and projected repairs for 2011 – 2012.

Resident Marshall Noker addressed Council to comment on the 2011 project for the intersection of 66th Street and Giles Road. He asked if the entrance to Wal-Mart would be changed. Public Works Direct Soucie stated the entry will not change. Noker also commented on how much better road repair has been in La Vista, as compared to Omaha.

At 7:36 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, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Quick introduced and moved for the adoption of Resolution No. 10-020: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE ONE-AND-SIX-YEAR PLAN FOR HIGHWAY, ROAD AND STREET IMPROVEMENTS FOR THE CITY OF LA VISTA AS SUBMITTED BY THE CITY PUBLIC WORKS DIRECTOR.

WHEREAS, the Public Works Director has revised and updated the City of La Vista One-and-Six-Year Street Plan; and

WHEREAS, the La Vista Planning Commission has reviewed the One-and-Six-Year Street Plan for the City of La Vista and recommends to Council approval of the Plan; and

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska held a public hearing on the City of La Vista's One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted by the City Public Works Director; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted and reviewed by the La Vista City Council; and

WHEREAS, projects in the One-and-Six-Year Street Plan have been incorporated into the City of La Vista's Capital Improvement Plan.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted by the City Public Works Director and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and approved.

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

C. RESOLUTION – APPROVE APPRAISAL SERVICES - THOMPSON CREEK

Councilmember Gowan introduced and moved for the adoption of Resolution No. 10-021: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE APPRAISAL SERVICES OF THOMAS E. STEVENS & ASSOCIATES FOR THE THOMPSON CREEK GRANT PROJECT IN AN AMOUNT NOT TO EXCEED $12,300.00

WHEREAS, the City Council of the City of La Vista has determined that said appraisal services are necessary as part of the FEMA requirements for the acquisition of 24 homes along Thompson Creek; and

WHEREAS, the FY 2009/10 Budget includes funding for this project; and

WHEREAS, the City council accepted a FEMA grant award of $2,040,930.00 to facilitate the acquisition of 24 homes along Thompson Creek; and

WHEREAS, the City received proposals from three separate appraisal services; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, to authorize the appraisal services of Thomas E. Stevens & Associates for the Thompson Creek Grant Project in an amount not to exceed $12,300.00.

Seconded by Councilmember Carlisle. Councilmember Crawford asked why the cheapest bid was not accepted. City Engineer Kottmann stated the appraiser in this case needs to have prior experience providing appraisals when federal funds are involved to ensure the appraisal complies with applicable regulatory requirements; and that the Company in question does not have any experience in this type of project. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

D. RESOLUTION – BID AWARD – BUILDING DEMOLITION – 7121 HARRISON STREET

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 10-022: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO FAGER EXCAVATION COMPANY, OMAHA, NEBRASKA, FOR DEMOLITION OF THE BUILDING LOCATED AT 7121 HARRISON STREET IN AN AMOUNT NOT TO EXCEED $13,310.00.

WHEREAS, the City Council of the City of La Vista has determined that the proposed demolition is necessary; and

WHEREAS, the FY 2009/10 Community Development budget provides funding for the proposed project.

WHEREAS, the Community Development Department and City Engineer solicited bids and recommends that a contract be awarded to Fager Excavation 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 Fager Excavation Company, Omaha, Nebraska, for demolition of the building located at 7121 Harrison Street in an amount not to exceed $13,310.00, 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 Gowan. Councilmember Sheehan asked if the demolition would result in flat land at completion. City Administrator Gunn stated he was correct. Councilmember Sheehan asked if the pumps and underground tanks would remain on the property. City Engineer Kottmann stated the tanks would not be removed with this demolition. Only above ground structures and debris would be removed and hauled away from the site. In response to a question from Councilmember Crawford, City Administrator Gunn stated that the owner would be given 72 hours notice and opportunity to remove personal property prior to demolition. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

E. RESOLUTION – BASEBALL BACKSTOP REPLACEMENT – SPORTS COMPLEX

Councilmember Crawford introduced and moved for the adoption of Resolution No. 10-023: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) BASEBALL BACKSTOP FOR THE SPORTS COMPLEX FROM AMERICAN FENCE COMPANY, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED $5,821.87.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one baseball backstop is necessary; and

WHEREAS, the FY 2009/10 General Operating Sports Complex Budget did include funds for the purchase of said baseball backstop; and

WHEREAS, American Fence Company, Omaha, NE, is the most responsible 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 purchase over $5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one baseball backstop from American Fence Company, Omaha, Nebraska, in an amount not to exceed $5,821.87.

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

F. POSITION DESCRIPTIONS

Assistant City Administrator Ramirez reviewed the position descriptions of the Public Works Director and the Assistant Public Works Director/City Engineer. Councilmember Sheehan asked why a position description for the Public Works Director was needed. Ramirez stated the position description has been updated.

Councilmember Carlisle made a motion to approve the position descriptions. Seconded by Councilmember Sheehan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

G. EXECUTIVE SESSION – PERSONNEL

The Executive Session was canceled.

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.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig thanked Councilmember Sell for attending the D.A.R.E. graduation.

Mayor Kindig reminded Council that LB1018 would be voted on Wednesday morning at 10:00 a.m.

Mayor Kindig stated he presented the City of Papillion with the 50th Anniversary history book.

Mayor Kindig thanked the committee that put together the kickoff event this past Tuesday.

Councilmember Quick stated that the event was very good.

At 7:50 p.m. Councilmember Gowan made a motion to adjourn the meeting. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2010

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the five months ended February 28, 2010
42% of the Fiscal Year

	General Fund					Debt Service Fund				Capital Fund			
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of budget Used	Budget	MTD Actual	YTD Actual	Over(under) Budget	Budget	MTD Actual	YTD Actual	Over(under) Budget
REVENUES													
Property Taxes	$ 4,834,007	$ 90,530	$ 353,790	$ (4,480,217)	7%	$ 816,253	$ 13,199	$ 43,728	$ (772,525)	$ -	$ -	$ -	$ -
Sales and use taxes	1,955,000	268,768	1,016,769	(938,231)	52%	977,500	134,384	508,385	(469,115)	573,656	-	-	(573,656)
Payments in Lieu of taxes	90,000	-	-	(90,000)	0%	-	-	-	-	-	-	-	-
State revenue	915,403	85,616	444,516	(470,887)	49%	-			-	-	-	-	-
Occupation and franchise taxes	650,000	79,137	312,179	(337,821)	48%	-			-	-	-	-	-
Hotel Occupation Tax	474,407	36,487	203,351	(271,056)	43%								
Licenses and permits	472,600	43,577	194,637	(277,963)	41%	-			-	-	-	-	-
Interest income	50,000	2,896	34,672	(15,328)	69%	75,000	4,916	51,085	(23,915)	-	-	-	-
Recreation fees	131,000	15,382	30,768	(100,232)	23%	-			-	-	-	-	-
Special Services	16,490	1,850	8,098	(8,392)	49%					-	-	-	-
Grant Income	348,059	5,055	50,593	(297,466)	15%	-			-	7,960,166	-	-	(7,960,166)
Other	2,418,256	19,412	131,313	(2,286,943)	5%	965,156	20,244	202,627	(762,529)	1,276,000	3,712	116,045	(1,159,955)
Total Revenues	12,355,222	648,710	2,780,686	(9,574,536)	23%	2,833,909	172,743	805,825	(2,028,084)	9,809,822	3,712	116,045	(9,693,777)
EXPENDITURES													
Current:													
Mayor and Council	182,262	6,291	52,303	(129,959)	29%	-	-	-	-	-	-	-	-
Boards & Commissions	10,685	880	8,841	(1,844)	83%	-	-	-	-	-	-	-	-
Public Buildings & Grounds	532,224	33,853	160,185	(372,039)	30%								
Administration	706,494	45,321	254,522	(451,972)	36%	225,000	431	126,067	(98,933)	-	-	-	-
Police and Animal Control	3,607,692	255,408	1,376,652	(2,231,040)	38%	-	-	-	-	-	-	-	-
Fire	598,696	32,877	157,458	(441,238)	26%	-	-	-	-	-	-	-	-
Community Development	674,982	50,354	238,976	(436,006)	35%								
Public Works	2,864,921	218,173	1,125,301	(1,739,620)	39%	-	-	-	-	-	-	-	-
Recreation	610,485	33,988	171,879	(438,606)	28%	-	-	-	-	-	-	-	-
Library	634,871	39,054	206,317	(428,554)	32%								
Human Resources	457,321	26,298	354,395 *	(102,926)	77%								
Special Services & Tri-City Bus	80,676	4,430	22,215	(58,461)	28%	-	-	-	-	-	-	-	-
Capital outlay	406,816	0	55,773	(351,043)	14%	-	-	-	-	10,273,825	3,712	116,045	(10,157,780)
Debt service: (Warrants)						398,898	-	-	(398,898)				
Principal	-	-	-	-	-	13,545,000	-	12,715,390	(829,610)	-	-	-	-
Interest	-	-	-	-	-	1,550,878	-	610,910	(939,968)	-	-	-	-
Total Expenditures	11,368,125	746,927	4,184,818	(7,183,307)	37%	15,719,776	431	13,452,367	(2,267,409)	10,273,825	3,712	116,045	(10,157,780)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	987,097	(98,218)	(1,404,132)	2,391,229	-142%	(12,885,867)	172,311	(12,646,542)	(239,325)	(464,003)	-	-	(464,003)
OTHER FINANCING SOURCES (USES)													
Operating transfers in (out)	(669,000)	-	-	669,000	-	395,784	-	-	(395,784)	65,105	-	-	(65,105)
Bond/registered warrant proceeds	-	-	-	-	-	11,758,898	11,370,000	11,370,000	(388,898)	398,898	-	-	(398,898)
Total other Financing Sources (Uses)	(669,000)	-	-	669,000	-	12,154,682	11,370,000	11,370,000	(784,682)	464,003	-	-	(464,003)
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	$ 318,097	$ (98,218)	$ (1,404,132)	$ 1,722,229	-	$ (731,185)	$ 11,542,311	$ (1,276,542)	$ 545,357	$ -	$ -	$ -	$ -
FUND BALANCE, beginning of the year			4,534,624					7,701,176				66,756	
FUND BALANCES, END OF PERIOD			$ 3,130,492					$ 6,424,634				$ 66,756	

* FY10 Liability and Workers' Comp Insurance

CITY OF LAVISTA
COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
BUDGET AND ACTUAL
For the five months ended February 28, 2010
42% of the Fiscal Year

	Sewer Fund					Golf Course Fund				
	Budget	MTD Actual	YTD Actual	Over (Under) Budget	% of Budget Used	Budget	MTD Actual	YTD Actual	Over (Under) Budget	% of Budget Used
REVENUES										
User fees	$ 1,454,126	$ 123,256	$ 588,371	$ (865,755)	40%	$ 185,000	$ -	$ 16,796	$ (168,204)	9%
Service charge and hook-up fees	250,000	19,050	48,815	(201,185)	20%	-	-	-	-	-
Merchandise sales	-	-	-	-	-	33,800	-	2,691	(31,109)	8%
Grant	30,000	-	27,389	(2,611)	n/a	-	-	-	-	-
Miscellaneous	200	22	117	(83)	58%	300	-	116	-	39%
Total Revenues	1,734,326	142,328	664,693	(1,069,633)	38%	219,100	-	19,603	(199,313)	9%
EXPENDITURES										
General Administrative	388,427	26,742	143,732	(244,695)	37%	-	-	-	-	-
Cost of merchandise sold	-	-	-	-	-	23,500	-	5,103	(18,397)	22%
Maintenance	1,247,842	104,319	393,106	(854,736)	32%	185,771	10,096	66,083	(119,688)	36%
Production and distribution	-	-	-	-	-	134,122	5,804	42,289	(91,833)	32%
Capital Outlay	11,550	-	-	(11,550)	0%	5,000	-	-	(5,000)	0%
Debt Service:										
Principal	-	-	-	-	-	100,000	-	100,000	-	100%
Interest	-	-	-	-	-	28,178	-	15,426	(12,751)	55%
Total Expenditures	1,647,819	131,060	536,838	(1,110,981)	33%	476,571	15,899	228,902	(247,669)	48%
OPERATING INCOME (LOSS)	86,507	11,268	127,855	(41,348)	-	(257,471)	(15,899)	(209,299)	48,356	-
NON-OPERATING REVENUE (EXPENSE)										
Interest income	30,000	1,481	3,898	(26,102)	13%	25	13	77	52	307%
	30,000	1,481	3,898	(26,102)	13%	25	13	77	52	307%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	116,507	12,749	131,752	(15,245)	-	(257,446)	(15,886)	(209,222)	48,224	-
OTHER FINANCING SOURCES (USES)										
Operating transfers in (out)	-	-	-	-	-	255,000	115,426	115,426	(139,574)	45%
NET INCOME (LOSS)	$ 116,507	$ 12,749	$ 131,752	$ (15,245)	-	$ (2,446)	$ 99,540	$ (93,796)	$ 91,350	-
NET ASSETS, Beginning of the year			4,611,811					185,927		
NET ASSETS, End of the year			$ 4,743,563					$ 92,131		

BANK NO	BANK NAME							
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL	
1	Bank of Nebraska (600-873)							
46083			Payroll Check					
46084			Gap in Checks					
Thru 99204								
99205	3/03/2010	3702	LAUGHLIN, KATHLEEN A, TRUSTEE	809.00			**MANUAL**	
99206	3/03/2010	871	STOPAK, SCOTT	130.00			**MANUAL**	
99207	3/05/2010	2888	HOME DEPOT CREDIT SERVICES	123.10			**MANUAL**	
99208	3/16/2010	762	ACTION BATTERIES UNLTD INC	269.85				
99209	3/16/2010	1973	ANN TROE	360.00				
99210	3/16/2010	4275	APPLE RECYCLING & TRASH	325.03				
99211	3/16/2010	536	ARAMARK UNIFORM SERVICES INC	326.25				
99212	3/16/2010	188	ASPHALT & CONCRETE MATERIALS	446.52				
99213	3/16/2010	706	ASSOCIATED FIRE PROTECTION	949.82				
99214	3/16/2010	201	BAKER & TAYLOR BOOKS	974.94				
99215	3/16/2010	1839	BCDM-BERINGER CIACCIO DENNELL	200.00				
99216	3/16/2010	793	BENNETT REFRIGERATION	930.00				
99217	3/16/2010	1784	BENNINGTON EQUIPMENT INC	957.55				
99218	3/16/2010	410	BETTER BUSINESS EQUIPMENT	43.93				
99219	3/16/2010	3318	BIG RIG TRUCK ACCESSORIES INC	220.00				
99220	3/16/2010	196	BLACK HILLS ENERGY	10,431.89				
99221	3/16/2010	56	BOB'S RADIATOR REPAIR CO INC	139.75				
99222	3/16/2010	1613	BOTACH TACTICAL	27.53				
99223	3/16/2010	1143	BRAND, STEVEN	50.00				
99224	3/16/2010	4266	BUETHE, JOSH	119.99				
99225	3/16/2010	76	BUILDERS SUPPLY CO INC	131.80				
99226	3/16/2010	1401	BURT, STACIA	360.00				
99227	3/16/2010	2625	CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**		
99228	3/16/2010	2625	CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**		
99229	3/16/2010	2625	CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**		
99230	3/16/2010	2625	CARDMEMBER SERVICE-ELAN	14,996.28				
99231	3/16/2010	92	CARL JARL LOCKSMITHS	13.70				
99232	3/16/2010	1370	CDW GOVERNMENT INC	922.44				
99233	3/16/2010	152	CITY OF OMAHA	625.96				
99234	3/16/2010	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**		
99235	3/16/2010	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**		
99236	3/16/2010	83	CJ'S HOME CENTER	581.76				
99237	3/16/2010	468	CONTROL MASTERS INCORPORATED	975.00				
99238	3/16/2010	836	CORNHUSKER INTL TRUCKS INC	356.91				
99239	3/16/2010	2158	COX COMMUNICATIONS	58.65				
99240	3/16/2010	3107	DAVIDSON TITLE INC	671.00				
99241	3/16/2010	3295	DAYMARK SOLUTIONS	835.50				
99242	3/16/2010	619	DELL MARKETING L.P.	6,781.10				
99243	3/16/2010	77	DIAMOND VOGEL PAINTS	214.52				
99244	3/16/2010	374	DISPLAY SALES	5,940.00				
99245	3/16/2010	3940	DOUGLAS COUNTY HEALTH DEPT	300.00				
99246	3/16/2010	1042	ED M. FELD EQUIPMENT	95.00				
99247	3/16/2010	3334	EDGEWEAR SCREEN PRINTING	1,095.00				
99248	3/16/2010	2566	ELECTRONIC ENGINEERING	283.00				

BANK NO	BANK NAME						
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99249	3/16/2010	4012	EMBASSY SUITES HOTEL	2,793.72			
99250	3/16/2010	4267	EVANS, KENNETH AND MARY	2,342.00			
99251	3/16/2010	3159	FASTENAL COMPANY	90.01			
99252	3/16/2010	3310	FBINAA-FBI NATL ACAD ASSOCS	75.00			
99253	3/16/2010	3673	FOSTER, TERRY	70.00			
99254	3/16/2010	4269	FUN SERVICES - OM	438.45			
99255	3/16/2010	1344	GALE	141.37			
99256	3/16/2010	53	GCR OMAHA TRUCK TIRE CENTER	202.14			
99257	3/16/2010	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
99258	3/16/2010	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
99259	3/16/2010	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
99260	3/16/2010	966	GENUINE PARTS COMPANY-OMAHA	2,503.79			
99261	3/16/2010	4268	GOMEZ, PONCE AND HEATHER	900.00			
99262	3/16/2010	164	GRAINGER	215.83			
99263	3/16/2010	285	GRAYBAR ELECTRIC COMPANY INC	163.92			
99264	3/16/2010	385	GREAT PLAINS ONE-CALL SVC INC	76.12			
99265	3/16/2010	4086	GREAT PLAINS UNIFORMS	114.00			
99266	3/16/2010	2062	GREAT WESTERN BANK	250.00			
99267	3/16/2010	1044	H & H CHEVROLET LLC	91.06			
99268	3/16/2010	3657	HEARTLAND PAPER	97.00			
99269	3/16/2010	136	HUNTEL COMMUNICATIONS, INC	171.00			
99270	3/16/2010	1612	HY-VEE INC	150.74			
99271	3/16/2010	2620	IIMC CONFERENCE REGISTRATION	510.00			
99272	3/16/2010	118	J P COOKE COMPANY	25.56			
99273	3/16/2010	1896	J Q OFFICE EQUIPMENT INC	661.54			
99274	3/16/2010	3112	JACK'S UNIFORMS & EQUIPMENT	2,045.00			
99275	3/16/2010	3645	JUSTIN THYME CAFE	450.00			
99276	3/16/2010	1975	LA VISTA PHARMACY	25.77			
99277	3/16/2010	1241	LEAGUE ASSN OF RISK MGMT	707.00			
99278	3/16/2010	2380	LEXIS NEXIS MATTHEW BENDER	119.46			
99279	3/16/2010	3931	LIBRARY ADVANTAGE	210.00			
99280	3/16/2010	4254	LINCOLN NATIONAL LIFE INS CO	.00	**CLEARED**	**VOIDED**	
99281	3/16/2010	4254	LINCOLN NATIONAL LIFE INS CO	7,347.81			
99282	3/16/2010	877	LINWELD	145.17			
99283	3/16/2010	2664	LOU'S SPORTING GOODS	192.16			
99284	3/16/2010	3641	M B WILDER CO INC	60.00			
99285	3/16/2010	3307	MAACO	300.00			
99286	3/16/2010	1539	MALLARD SAND & GRAVEL COMPANY	3,134.55			
99287	3/16/2010	588	MENARDS-BELLEVUE	495.07			
99288	3/16/2010	98	MICHAEL TODD AND COMPANY INC	827.00			
99289	3/16/2010	1526	MIDLANDS LIGHTING & ELECTRIC	166.69			
99290	3/16/2010	1046	MIDWEST TURF & IRRIGATION	1,716.55			
99291	3/16/2010	4253	MIXAN HEATING & AIR COND	4,233.00			
99292	3/16/2010	1028	NATIONAL PAPER COMPANY INC	278.60			
99293	3/16/2010	1071	NE DEPT OF LABOR	396.00			
99294	3/16/2010	954	NE DEPT HEALTH/HUMAN SERVICES	40.00			
99295	3/16/2010	407	NEBRASKA CODE OFFICIALS ASSN	130.00			
99296	3/16/2010	719	NEBRASKA FOREST TREE SERVICE	105.00			
99297	3/16/2010	2897	NEBRASKA GOLF COURSE SUPERIN-	35.00			
99298	3/16/2010	2685	NEBRASKA TURF PRODUCTS	384.65			
99299	3/16/2010	3924	NEW YORK TIMES	195.00			
99300	3/16/2010	2631	NEXTEL COMMUNICATIONS	682.25			
99301	3/16/2010	1152	NLA-MEMBERSHIPS	260.00			

BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
99302	3/16/2010	440	NMC EXCHANGE LLC	4,050.10			
99303	3/16/2010	2657	NORTHERN WATER WORKS SUPPLY	750.75			
99304	3/16/2010	179	NUTS AND BOLTS INCORPORATED	17.25			
99305	3/16/2010	3415	OABR PRINT SHOP	166.47			
99306	3/16/2010	3778	ODEY'S INCORPORATED	210.99			
99307	3/16/2010	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
99308	3/16/2010	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
99309	3/16/2010	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
99310	3/16/2010	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
99311	3/16/2010	1014	OFFICE DEPOT INC-CINCINNATI	1,267.33			
99312	3/16/2010	79	OMAHA COMPOUND COMPANY	110.84			
99313	3/16/2010	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
99314	3/16/2010	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
99315	3/16/2010	195	OMAHA PUBLIC POWER DISTRICT	41,089.83			
99316	3/16/2010	319	OMAHA WINNELSON	20.74			
99317	3/16/2010	109	OMNIGRAPHICS	61.63			
99318	3/16/2010	4261	PALTEC TRUCK EQUIPMENT	190.26			
99319	3/16/2010	3039	PAPILLION SANITATION	304.11			
99320	3/16/2010	976	PAPILLION TIRE INCORPORATED	71.00			
99321	3/16/2010	2686	PARAMOUNT LINEN & UNIFORM	370.96			
99322	3/16/2010	3058	PERFORMANCE CHRYSLER JEEP	371.38			
99323	3/16/2010	1821	PETTY CASH-PAM BUETHE	158.31			
99324	3/16/2010	1821	PETTY CASH-PAM BUETHE	81.62			
99325	3/16/2010	1921	PRINCIPAL LIFE-FLEX SPENDING	222.75			
99326	3/16/2010	3446	PRO	1,400.00			
99327	3/16/2010	3743	PROGRESSIVE BUSINESS	320.00			
99328	3/16/2010	4260	QUALITY IRRIGATION	677.00			
99329	3/16/2010	219	QWEST	52.90			
99330	3/16/2010	2540	QWEST	51.18			
99331	3/16/2010	393	REDFIELD & COMPANY	217.00			
99332	3/16/2010	3090	REGAL AWARDS OF DISTINCTION	.00	**CLEARED**	**VOIDED**	
99333	3/16/2010	3090	REGAL AWARDS OF DISTINCTION	1,247.55			
99334	3/16/2010	4037	RUSTY ECK FORD	182.89			
99335	3/16/2010	532	SARPY COUNTY ECONOMIC DEV.CORP	410.00			
99336	3/16/2010	150	SARPY COUNTY TREASURER	8,750.00			
99337	3/16/2010	503	SCHOLASTIC LIBRARY PUBLISHING	202.80			
99338	3/16/2010	4062	SECURITY EQUIPMENT INC.	15.00			
99339	3/16/2010	461	SIMPLEX GRINNELL LP	1,198.00			
99340	3/16/2010	533	SOUCIE, JOSEPH H JR	194.97			
99341	3/16/2010	3069	STATE STEEL OF OMAHA	110.70			
99342	3/16/2010	910	STEVENS, MARK	24.00			
99343	3/16/2010	4263	STRIKE TACTICAL SOLUTIONS	350.00			
99344	3/16/2010	47	SUBURBAN NEWSPAPERS INC	39.50			
99345	3/16/2010	659	SUMMER KITCHEN CAFE INC	62.64			
99346	3/16/2010	4276	SUPERIOR VISION SVCS INC	.00	**CLEARED**	**VOIDED**	
99347	3/16/2010	4276	SUPERIOR VISION SVCS INC	669.28			
99348	3/16/2010	913	TARGET BANK	6.99			
99349	3/16/2010	822	THERMO KING CHRISTENSEN	282.33			
99350	3/16/2010	143	THOMPSON DREESSEN & DORNER	.00	**CLEARED**	**VOIDED**	
99351	3/16/2010	143	THOMPSON DREESSEN & DORNER	14,007.74			
99352	3/16/2010	4231	TORNADO WASH LLC	145.00			
99353	3/16/2010	3729	UNIVERSITY OF NEBRASKA LINCOLN	100.00			
99354	3/16/2010	33	UNIVERSITY OF NEBRASKA LINCOLN	230.00			

BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
99355	3/16/2010	559	UNIVERSITY OF NEBRASKA LINCOLN	150.00			
99356	3/16/2010	1174	WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
99357	3/16/2010	1174	WAL-MART COMMUNITY BRC	869.32			
99358	3/16/2010	78	WASTE MANAGEMENT NEBRASKA	760.94			
99359	3/16/2010	4219	WEATHER OR NOT	250.00			
99360	3/16/2010	968	WICK'S STERLING TRUCKS INC	82.13			

BANK TOTAL	172,413.93
OUTSTANDING	172,413.93
CLEARED	.00
VOIDED	.00

FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED
01	GENERAL FUND	132,563.46	132,563.46	.00	.00
02	SEWER FUND	19,857.34	19,857.34	.00	.00
04	BOND(S) DEBT SERVICE FUND	250.00	250.00	.00	.00
05	CONSTRUCTION	3,156.70	3,156.70	.00	.00
08	LOTTERY FUND	11,442.03	11,442.03	.00	.00
09	GOLF COURSE FUND	4,354.54	4,354.54	.00	.00
15	OFF-STREET PARKING	789.86	789.86	.00	.00

REPORT TOTAL	172,413.93
OUTSTANDING	172,413.93
CLEARED	.00
VOIDED	.00
+ Gross Payroll 3/5/10	214,137.17
GRAND TOTAL	$386,551.10

APPROVED BY COUNCIL MEMBERS 3/16/10

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ITEM B

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2010 AGENDA

Subject:	Type:	Submitted By:
FY 2008/2009 AUDIT REPORT — BKD, LLP	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SHEILA LINDBERG FINANCE DIRECTOR

SYNOPSIS

A resolution has been prepared to accept the audit for the twelve months ending September 30, 2009. The Council will also be accepting the audit for the Economic Development Fund – LB840.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

This is the second year for BKD, LLP as the City's financial auditors. They were the City auditors prior to 2005 for over ten years.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FISCAL YEAR 2008 - 2009 MUNICIPAL AUDIT AS PREPARED BY THE AUDITING FIRM OF BKD, LLP, OMAHA, NEBRASKA.

WHEREAS, the City of La Vista has contracted with the firm of BKD, LLP, Omaha, Nebraska, to complete an audit of the City's fiscal year 2008-2009 municipal operations; and

WHEREAS, BKD, LLP has completed said audit and provided copies of their findings.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, that the 2008-2009 municipal audit is hereby accepted and approved.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pam Buethe, CMC
City Clerk

K:\APPS\CITYHALL\10 FINAL RESOLUTIONS\10. Audit-09

ITEM C

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2010 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR FINAL PUD PLAN, FINAL PLAT, CUP AND SUBDIVISION AGREEMENT APPROVAL — LOT 380, CIMARRON WOODS	◆ RESOLUTION (4) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and resolutions have been prepared for Council to consider the Final PUD Plan, Final Plat, Conditional Use Permit, and Subdivision Agreement for Lot 380, Cimarron Woods (proposed as Lots 1 and 2, Cimarron Woods Replat Two) for the purpose of a multi-family residential development, generally located southwest of 96th and Harrison Street.

FISCAL IMPACT

None.

RECOMMENDATION

Approve, pending final review comments on the Subdivision Agreement and Conditional Use Permit by the City Attorney or City Engineer.

BACKGROUND

A public hearing has been scheduled to consider the following actions for Lot 380, Cimarron Woods:

1. Approval of a Final PUD Plan for 276 units of multi-family housing with 168 garages and 417 surface parking stalls, a clubhouse with a swimming pool, and a playground.
2. Approval of a Final Plat to subdivide Lot 380, Cimarron Woods, into two lots for phased development, to be known as Lots 1 and 2, Cimarron Woods Replat Two.
3. Approval of a Conditional Use Permit for 276 multiple family dwellings.
4. Approval of a Subdivision Agreement.

The property is located southwest of 96th and Harrison Street. The application has been submitted by Pedcor Investments, LLC, on behalf of the property owner, Torco Development, Inc.

The property is currently zoned R-3 PUD-1 with the Gateway Corridor Overlay District. The Cimarron Woods plat, PUD plan and subdivision agreement identified this lot for multi-family development and included a site plan showing 418 units. The proposed development to be known as "Cimarron Terrace" consists of 84 units in Phase I and 192 units in Phase II, for a total of 276 units; the project also includes 168 garage stalls in addition to the surface parking stalls.

The application for approval of a Final Planned Unit Development (PUD) Plan has been reviewed as to its conformity with the Preliminary PUD Plan as approved. In comparing the two, various minor changes were made (see staff report) however staff is of the opinion that the final plan is in substantial compliance with the

preliminary plan. Building design review is substantially complete and is a condition of the Conditional Use Permit however a final detailed review will occur at the time of building permit submittal.

At the Planning Commission and City Council public hearings on the preliminary plans, existing drainage and flooding issues in Cimarron Woods were discussed at length. There are homes and additional vacant properties that have experienced high water run-off conditions from upstream in the past. While the proposed development on Lot 380 cannot solve the existing problems, it has been designed in such a way that it will not add to the existing problems, and reduces them slightly. This has be achieved by not allowing peak run-off in the proposed development to exceed existing conditions (on Lot 380) for all storm events, up to a 100-year storm.

An amendment to the Subdivision Agreement has been prepared and details the responsibilities of the parties including construction of access to the development, reconstruction of existing paving and traffic signalization, median and signage modifications, construction of storm sewers and sanitary sewers, wetlands mitigation, drainage retention, trail installation, and other improvements.

The Planning Commission held a public hearing on November 19, 2009, and recommended approval of the Final Plat as well as the Final PUD because it is consistent with the preliminary plan that was reviewed, and the Conditional Use Permit, subject to resolution of the items noted in the staff report.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR LOT 380, CIMARRON WOODS, REPLATTED AS LOTS 1 AND 2, CIMARRON WOODS REPLAT TWO, A SUBDIVISION LOCATED IN THE NORTH ½ OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of final PUD plan for Lot 380, Cimarron Woods, replatted as Lots 1 and 2, Cimarron Woods Replat Two; and

WHEREAS, the City Administrator and the City Engineer have reviewed the preliminary plat and preliminary PUD plan; and

WHEREAS, on November 19, 2010, the La Vista Planning Commission held a public hearing and reviewed the final PUD plan 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 final PUD plan for Lot 380, Cimarron Woods, replatted as Lots 1 and 2, Cimarron Woods Replat Two, a subdivision located in the North 1/2 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southwest of 96th and Harrison Street, be, and hereby is, approved.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE FINAL PLAT OF LOTS 1 AND 2, CIMARRON WOODS REPLAT TWO, A SUBDIVISION IN THE NORTH ½ OF SECTION 16, TOWNSHIP 14N, RANGE 12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA .

WHEREAS, the owners of the above described piece of property have made application for approval of a Final Plat to be known as Lots 1 and 2, Cimarron Woods Replat Two, being a replat of Lot 380, Cimarron Woods; and

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

WHEREAS, on November 19, 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 Final Plat of Lots 1 and 2, Cimarron Woods Replat Two, being a replat of Lot 380, Cimarron Woods, a subdivision located in the North ½ of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southwest of 96th and Harrison Street, be, and hereby is, approved subject to the resolution of the following items identified by the City Engineer and staff:

1. The necessary mylar copies of the final plat must be submitted with all required signatures.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR THE PEDCOR INVESTMENTS LLC FOR A MULTI-FAMILY RESIDENTIAL DEVELOPMENT GENERALLY LOCATED SOUTHWEST OF 96TH AND HARRISON STREET

WHEREAS, Pedcor Investments, LLC, on behalf of the property owner, Torco Development, Inc., has applied for a conditional use permit for the purpose of having a multi-family residential development; 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 property has to be maintained and developed in accordance with the site plan, PUD Plan and Subdivision Agreement.
2. Pavement modifications to 99th Street and an as-built topographic survey of storm water detention areas is required before Certificates of Occupancy can be issued.
3. An off-site wetlands mitigation area must be acquired prior to any grading permits being issued.
4. No vehicle repair or storage of inoperable of abandoned vehicles is allowed in the parking areas.
5. A drainage study identifies that peak storm water runoff volumes are reduced after construction of the project, and the developer agrees to cooperate with the SID to take additional action if they are not reduced to the volumes shown in the study.
6. The clubhouse must be professionally staffed during open hours.

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 Pedcor Investments, LLC, for the purpose of having a multi-family residential development, subject to the conditions listed in the last recital above.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 AND 2, CIMARRON WOODS REPLAT TWO SUBDIVISION IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, the City Council did on March 16 2010, approve the final plat for Lots 1 and 2, Cimarron Woods Replat Two Subdivision subject to certain conditions; and

WHEREAS, the Developer, Pedcor Investments, LLC, has agreed to execute a subdivision Agreement satisfactory in form to the City Attorney and City Engineer; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the March 16, 2010 City Council meeting for Lots 1 and 2, Cimarron Woods Replat Two 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 16TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

FOR HEARING OF: March 16, 2010
Report prepared on March 11, 2010

I. GENERAL INFORMATION

A. APPLICANT:
Pedcor Investments, LLC.
One Pedcor Square
770 3rd Avenue, S.W.
Carel, IN 46032

B. PROPERTY OWNER:
Torco Development, Inc.
11205 S 150th Street, Ste 100
Omaha, NE 68138

C. LOCATION:
Southwest corner of 96th & Harrison Street

D. LEGAL DESCRIPTION:
Lot 380, Cimarron Woods a subdivision in the N ½ of Section 16, Township 14N, Range 12E of the 6th P.M., Sarpy County, NE (being replatted as Lots 1 & 2, Cimarron Woods Replat Two)

E. REQUESTED ACTION(S):
1. Final Planned Unit Development (PUD)
2. Final Plat
3. Conditional Use Permit (CUP)

F. EXISTING ZONING AND LAND USE:
R-3 PUD-1, High Density Residential Planned Unit Development
Vacant

G. PURPOSE OF REQUEST:
Multi-family housing / Apartments named Cimarron Terrace

H. SIZE OF SITE:
25.938 acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:
Undeveloped; moderate to steeply sloping toward an open drainage channel which bisects the site from north to south. This drainage area contains mature groves of trees.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:**
   City of Omaha; Applewood Golf Course
2. **East:**
   Cornerstone Baptist Church/TA Transitional Agriculture and R-1 Single-Family Residential
3. **South:**
   Cimarron Woods/R-1 Single-Family Residential
4. **West:**
   Cimarron Woods/R-1 Single-Family Residential

C. RELEVANT CASE HISTORY:

1. In October of 2002, an application was filed for approval of a Comprehensive Plan amendment, a rezoning from TA, Transitional Agriculture, to R-1 PUD and R-3 PUD; and approval of a preliminary plat for a subdivision to be known as "Shenandoah". Proposed Lot 514 (26.7 acres) was to be zoned for multi-family development.
2. On March 20, 2003, after some revisions to the layout of the plat, the Planning Commission conducted a public hearing and recommended approval of the request. The staff report and meeting minutes identify the rezoning from TA to R-1 but state "A P.U.D. designation will also allow for some mixed residential development...which will be predominantly single-family housing." And "Through the use of a P.U.D. the higher density residential has relocated to the northeast corner of this site where commercial uses have been previously discouraged." Also identified are several comments from the staff and the Acting City Engineer, Terry Atkins, including:
   (a) A traffic signal shall be provided at 99th Street when the apartments are constructed regardless of warrants.
   (b) Language must be incorporated into the subdivision agreement requiring approval of the final apartment plan prior to site development. The final apartment plan must have adequate internal traffic flow for police and fire, which would include a wide divided entrance.
3. On May 6, 2003, the City Council conducted a public hearing and approved Ordinance No. 907. The staff report and meeting minutes include the same comments regarding multi-family development however the ordinance rezoned the entire area of the preliminary plat to R-1.
4. In August of 2003, an application was filed for approval of a revised preliminary plat, a final plat, a final PUD plan and a waiver to two sections of the Subdivision Regulations. The name of the subdivision was changed to "Cimarron Woods". The application identifies a proposed 418 units on Lot 380.
5. On August 21, 2003 the Planning Commission conducted a public hearing and recommended approval of the request. The staff report and meeting minutes include the same comments noted above regarding the multi-family development. In addition, the debt to value analysis for the S.I.D. identifies Lot 380 will contain +400 units.
6. On September 16, 2003 the City Council conducted a public hearing and approved Ordinance No. 916 which created the PUD-1 overlay designation to the R-1 zoning which had been approved in Ordinance No. 907. The City Council also approved the revised preliminary plat, the final plat and the Subdivision Agreement. The staff report and meeting minutes include the same comments noted above regarding the multi-family development. Section 19 of the Subdivision Agreement also states "As regards Lot 380 (multi-family tract), site plan, building elevations and building design shall be subject to City approval, at which time it should become part of this Agreement and Exhibit "K"."
7. On February 19, 2008, the City Council approved Ordinance No. 1055 which rezoned Lot 380 of Cimarron Woods Subdivision from R-1 PUD-1, Single Family

Residential to R-3 PUD-1, High Density Residential.

8. On April 17, 2008 the Planning Commission reviewed a new Preliminary Planned Unit Development Plan as it differed significantly from the original Preliminary PUD Plan that was approved in 2003. Garages are not being planned for all units; the internal roadways are different; the arrangement of the apartment complexes is different; and fewer apartment units are being planned.

9. On June 2, 2009, the City Council approved Resolution No. 09-052 which approved the preliminary Planned Unit Development (PUD-1) plan subject to: 1. The property being zoned to read R-3, PUD-1 zoning; 2. A traffic signal be installed at the intersection of 99th and Harrison Streets as part of Phase I; 3. A 10-foot wide trail be installed in Phase II; 4. Revisions requested by the City Engineer, be incorporated into the Final PUD Plan and Conditional Use Permit submittal; 5. Revisions and additional information requested by the City's Design Review Architect be incorporated into the Final PUD Plan and Conditional Use Permit submittal; 6. Other revisions stated in the staff report be addressed prior to Final PUD Plan and Conditional Use Permit submittal; and 7. A preliminary assessment of the potential waterway/wetland issues be performed and all applicable Army Corps of Engineers permits be acquired by the developer prior to approval of the Final PUD plan.

10. On November 19, 2009, the Planning Commission reviewed the Final PUD Plan, Final Plat and Conditional Use Permit and recommended approval subject to the resolution of items noted in the staff report.

D. APPLICABLE REGULATIONS:

1. Section 5.08, Zoning Ordinance, regarding the R-3 High Density Residential District
2. Section 5.15, Zoning Ordinance, regarding the PUD-1 Planned Unit Development District
3. Section 5.17.06, Gateway Corridor District, Sub-Area Secondary Overlay
4. Article 6, Zoning Ordinance, regarding Conditional Use Permits
5. Section 3.04 and 3.05, Subdivision Regulations, regarding Final Plats

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan identifies this site for high density residential.

B. OTHER PLANS:

1. Cimarron Woods Subdivision Agreement
2. Cimarron Woods Park and Trail Plan (Exhibit E-1 of the Subdivision Agreement)

C. TRAFFIC, ACCESS AND TRAIL:

1. Lot 380 was platted with access to 99th Street in Cimarron Woods.
2. Harrison Street abuts this lot on the north, however this roadway has controlled access and no direct access will be allowed.
3. 96th Street abuts this lot on the east. Topography of the site limits the ability to gain access to 96th Street.
4. Access from 99th Street and throughout the site as shown on the final PUD plan is consistent with the access shown on the preliminary plan.

5. The applicant has prepared a plan for geometric revisions to 99th Street that will be required with Phase 1 construction (see Exhibit "E" of the Subdivision Agreement). The City of Omaha (see attached letter from Todd Pfitzer) has stated that the signal cannot be installed until traffic volume warrants are met, which may or may not occur when the apartments are completed. The cost of the modifications to the pavement at the intersection may be a general obligation expense of the SID since this is primarily extra width paving that probably should have been constructed initially in anticipation of the traffic signal. Any pavement removal costs associated with the widening is required to be a developer expense. Regarding the signal costs, the City of Omaha has indicated that if the signal is warranted, they would purchase and install mast arms, signal heads and a controller. Any other signal costs not funded by Omaha will be borne 50 percent by the Cimarron Terrace developer and 50 percent by the SID per the original Subdivision Agreement. The cost is estimated at $50,000; the Amendment to the Subdivision Agreement requires the apartment developer pay $25,000 to the SID prior to recording the final plat. Any underground conduits or signal pole foundations will be installed as part of the pavement widening. The pavement modifications, underground signal work, and landscaping relocations must be completed prior to issuance of certificates of occupancy for Phase 1 of the apartment complex.
6. The existing trail in Cimarron Woods is proposed to be extended into the Cimarron Terrace project and connect to 99th Street.

D. PARKING AND PARKING LOT LAYOUT:

1. The proposed quantity of parking stalls (surface and garage) is the same as the prior plan and exceeds the code minimum.
2. The dumpster locations have been shown and a screening detail has been added. The screening will need architectural review to determine compliance with the design guidelines of the Gateway Corridor Overlay District. This can be done at the time of final plan review during the building permit process.

E. UTILITIES:

1. The PUD plan includes a notation about installing the additional line valve just north of Josephine Avenue as requested by MUD.
2. The existing and proposed fire hydrants have been shown. These locations have been approved by the Fire Department.

F. GRADING AND DRAINAGE:

1. Prior to the issuance of a grading permit or building permit for Phase 1, the applicant needs to demonstrate that the major storm drainage path between Buildings 8 and 10 will remain within the proposed sewer and drainage easement.
2. In response to a request from the City of La Vista, as a result of the public comments during the previous reviews on the Cimarron Terrace apartments, E&A Consulting Group, Inc. has performed an overall drainage study of the Cimarron Woods subdivision and the upstream drainage areas. A draft copy of this study was received on January of 2010, another update during February 2010, and the most recent update was received the week of March 1, 2010. This overall study has been performed in a manner substantially consistent with the procedures set forth in the Omaha Regional Storm Water Design Manual. The study has reviewed the drainage for 2-year, 10-year, 50-year, and 100-year storm events under existing conditions (without the Cimarron Terrace apartments being developed) and for the developed conditions (full build-out of the apartments). The study included obtaining surveyed

floor elevations for ten walk-out basement style homes abutting Outlot E, the park site in Cimarron Woods. Two of these were west of Cimarron Woods Drive and eight were east of Cimarron Woods Drive.

Under existing conditions, the study predicts the ponded water elevations to affect existing homes as follows:

2-year storm events	Water surface elevation below all lowest floor elevations
10-year storm events	Water surface elevation below all lowest floor elevations
50-year storm events	Water surface above three existing lowest floor elevations ranging from 0.9 feet to 1.7 feet
100-year storm events	Water surface above seven existing lowest floor elevations Ranging from 0.1 feet to 2.9 feet

In the proposed condition with the Cimarron Terrace apartments fully developed, the peak runoff flows for all events will be reduced below existing levels at the downstream limits of the apartment site. The apartment project will also include creating approximately 10 acre-feet of storm water storage. As a result, the study predicts the ponded water elevations to affect the existing homes as follows:

2-year storm events	Water surface elevation below all lowest floor elevations
10-year storm events	Water surface elevation below all lowest floor elevations
50-year storm events	Water surface above three existing lowest floor elevations ranging from 0.7 feet to 1.5 feet
100-year storm events	Water surface above seven existing lowest floor elevations Ranging from 0.4 feet to 2.6 feet

The study illustrates that the development of the apartment site will not worsen the existing drainage situation and will slightly decrease water surface elevations in Outlot E. The peak flow reduction at the downstream limits of the Cimarron Terrace apartments as presently set forth in the PUD documents, serves to reduce the problem that already exists. The study indicates the need to undertake further drainage improvements, beyond those being required on the apartment site, to lower the predicted water surface elevations.

3. An off-site wetlands mitigation site has been purchased and a copy of the purchase agreement was submitted prior to the Planning Commission hearing.
4. Prior to the issuance of a grading permit or building permit for Phase 1, the grading and erosion control permit obtained through the Papillion Creek Watershed Partnership website will need to be modified to match the revised development configuration of the site.
5. A preliminary Post Construction Stormwater Management Plan (PCSMP) has been submitted and is an exhibit to the Subdivision Agreement. A more detailed plan will be required prior to the issuance of a grading or building permit.
6. A nationwide permit has been issued by the Corps of Engineers with a contingency to obtain water quality certification from the Nebraska Department of Environmental Quality (NDEQ) before construction.

G. LANDSCAPING:

1. The property line along Harrison Street and the 96th Street right-of-way are planned to be landscaped in a manner consistent with the existing landscaping in Cimarron Woods.
2. The Landscape Plan has been reviewed as part of the design review for the Conditional Use Permit.

3. Substantial reconfiguration and removal of existing landscaping and signage in the 99th Street median will be required for the revisions to 99th Street at such time as the traffic signal is to be installed. The applicant prepared a plan for relocating the landscaping and signage (see Exhibit "G" of the Subdivision Agreement). The cost of the relocation of these improvements is required to be a private expense and is identified as such in the amendment to the Subdivision Agreement.

IV. REVIEW COMMENTS

FINAL PLAT:

1. Mylar copies of the plat will need to be provided with all required signatures after City Council approval. The plat must be recorded prior to the issuance of any building permits.
2. A staking bond has been provided.
3. An amendment to the Subdivision Agreement has been prepared and addresses the financing, timing of installation, operation and maintenance of proposed public and private improvements.

FINAL PUD PLAN:

1. Under the PUD regulations, the Planning Commission reviewed the final plan for compliance, upon review and comment by city staff, with the approved preliminary plan. In comparing the final plan to the preliminary plan, it was noted that Building Nos. 3, 7, 11, 13 and 14 were moved away from the drainageway, generally 10 feet or less. Also, a set of garages on the south side of Building 7 were relocated. Various other minor changes were made to respond to comments, such as the location of the fencing along the south property line, the proposed retaining wall location north of Building No. 2, and a surveyed location of the tree trunk perimeter in the central portion of the site. However, staff is of the opinion that the final plan is in substantial compliance with the approved preliminary plan, and the Planning Commission recommended that it be forwarded to Council for approval.
2. The setbacks were approved as part of the preliminary plan and were noted as: front yard 25'; side yard 10'; street side yard 25'; and rear yard 10'

CONDITIONAL USE PERMIT:

1. A Conditional Use Permit has been prepared and is attached to this report. It contains several conditions, including;
    a. The property has to be maintained and developed in accordance with the site plan, PUD Plan and Subdivision Agreement.
    b. Pavement modifications to 99th Street and an as-built topographic survey of storm water detention areas is required before Certificates of Occupancy can be issued.
    c. An off-site wetlands mitigation area must be acquired prior to any grading permits being issued.
    d. No vehicle repair or storage of inoperable or abandoned vehicles is allowed in the parking areas.
    e. A drainage study identifies that peak storm water runoff volumes are reduced after construction of the project, and the developer agrees to cooperate with the SID to take additional action if they are not reduced to the volumes shown in the study.
    f. The clubhouse must be professionally staffed during open hours.

V. STAFF RECOMMENDATION:

1. APPROVAL of the Final Plat, Final Planned Unit Development (PUD) Plan, Conditional Use

Permit and Subdivision Agreement subject to any final review comments by the City Attorney or City Engineer.

VI. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Letter from Cimarron Woods HOA dated August 4, 2009
3. Letter from Larry Jobeun dated October 30, 2009
4. Letter to Larry Jobeun from Todd Pfitzer dated January 29, 2010
5. Letter from John Kottmann dated March 8, 2010
5. Final Plat
6. Final Planned Unit Development (PUD) Plan
7. Conditional Use Permit
8. Subdivision Agreement

VII. COPIES OF REPORT TO:

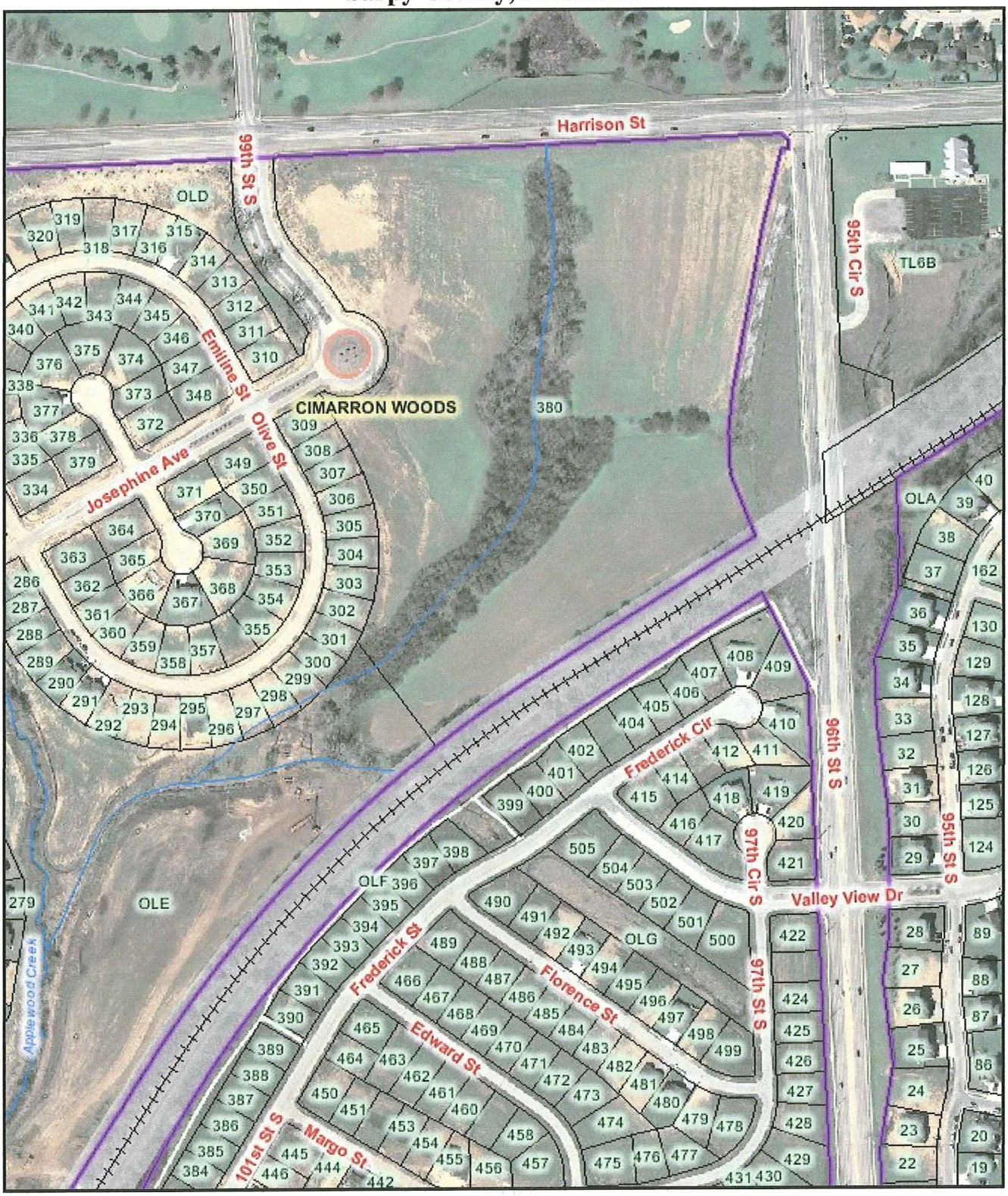
1. Gerry Torczon, Torco Development Inc.
2. Mike Smith, Pedcor Investments, LLC.
3. Jennifer Smith, Pedcor Investments, LLC.
4. Larry Jobeun, Fullenkamp, Doyle & Jobeun
5. Roger Peterson, 7126 S. 100th Circle
6. Gary Kipfer, 10014 Emiline Street
7. Eileen Williamson, 10133 Edna Street
8. Public Upon Request

Prepared by:

3-11-10

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 = 340 feet

August 4, 2009

City of LaVista
La Vista City Hall
8116 Park View Blvd
LaVista, NE 68128

Re: Cimarron Woods Terrace—Neighbor Concerns

La Vista Mayor and City Council:

Please allow this correspondence to serve as the Cimarron Woods Home Owners Association's concerns relating to the Pedcor project. We have mentioned these concerns to both the City Council and the Planning Commission at the hearings and in previous correspondence. We appreciate the City Council's recommendation that Pedcor work with the Homeowners' Association to alleviate these concerns and we are providing Pedcor with a copy of this correspondence. Our concerns are as follows:

1. **Buffers Along Fence Line.** The proposed fence and sidewalk in the southwest corner of the property, abutting the townhouses on the western edge of Cimarron Woods, does not appear to comply with Planning Commissions recommendations. In April of last year, the Planning Commission recommended a 10-foot wide trail as provided in exhibit E-1 of the Cimarron Woods Subdivision Agreement. Attachment 1 is Exhibit E-1 of the Subdivision Agreement. As you can see, the Agreement requires a significant buffer between any fencing and the sidewalk and Pedcor's current plan does not provide for a buffer of any kind. Instead, Pedcor appears to propose to put the fence along the western property line of the western Cimarron Woods' properties immediately adjacent to the proposed trail. Attachment 2.

2. **Setbacks Along Harrison Street.** Several of the proposed apartment structures will be extremely close to Harrison Street. As set forth in the attached photograph, one can clearly see the setbacks required of all other surrounding structures and Pedcor's effort to place an apartment structure just off of Harrison Street. As shown in Attachment 3, the red line represents surrounding setbacks, while the blue line shows how close these structures will be to Harrison Street. Pedcor's proposal certainly does not comport with the surrounding structures

and, as part of the gateway corridor, we believe that the proposed setbacks should be increased to be consistent with the surroundings.

3. **Landscaping.** Pedcor has indicated that they are putting in significant landscaping around the development. Our concern lies with the maintenance of that landscape. We recommend, consistent with the Mayor's comment during the June 2, 2009, City Council meeting, that Pedcor enter into a maintenance agreement for the landscaping and be required to post a bond such that the City of LaVista may draw on that bond to replace landscaping that Pedcor does not timely replace. It is our understanding that this is consistent with measures LaVista has taken with other developments.

4. **Annual Contribution to HOA.** As mentioned in the City Council meeting of June 2, 2009, we feel it appropriate that Pedcor contribute to the Homeowner's Association in order to maintain the community property. Given the number of units and the traffic volume around the island at the eastern entrance of Cimarron Woods, we feel it appropriate that Pedcor contribute $10,000.00 to $12,000.00 per year. This is approximately 25% of the homeowner's association's budget, but given the number of units and the traffic increase that will be created by the additional units, we feel this is appropriate. Moreover, Pedcor should be bound by any proportional increase that the homeowner's association implements. For example, should the homeowner's association due increase to $200.00 per lot, a 100% increase, Pedcor should be bound by the same increase.

5. **Traffic Calming Devices.** Given the significant increase in traffic that is anticipated on Josephine Street and through the Cimarron Woods' neighborhood, we recommend traffic calming devices such as a chicane or speed table be placed along Josephine Street.

6. **Drainage Concerns.** We continue to have significant drainage concerns. E & A is the engineer for both Cimarron Woods and Cimarron Woods Terrance. E & A had indicated to the City Council that there would not be any drainage problems in Cimarron Woods. Obviously, this is not the case as the drainage problems continue to date. We are gravely concerned that E & A is now claiming that the proposed apartment complex will not have any detrimental affect on drainage. Yet, given E & A's inability to control the flooding problem in Cimarron Woods, we see no reason why the City Council should simply take E & A's word that there will be no drainage problems with Cimarron Woods Terrance. Moreover, Cimarron Woods Terrance is upstream from Cimarron Woods and it is an additional concern that the proposed construction will simply cause greater flooding in Cimarron Woods. Finally, Pedcor has yet to provide us with a copy of the drainage study E & A claimed was completed at the last City Council meeting—nearly 2 months ago. We certainly hope we will be provided time to review E & A's drainage study prior to the City Council's discussion.

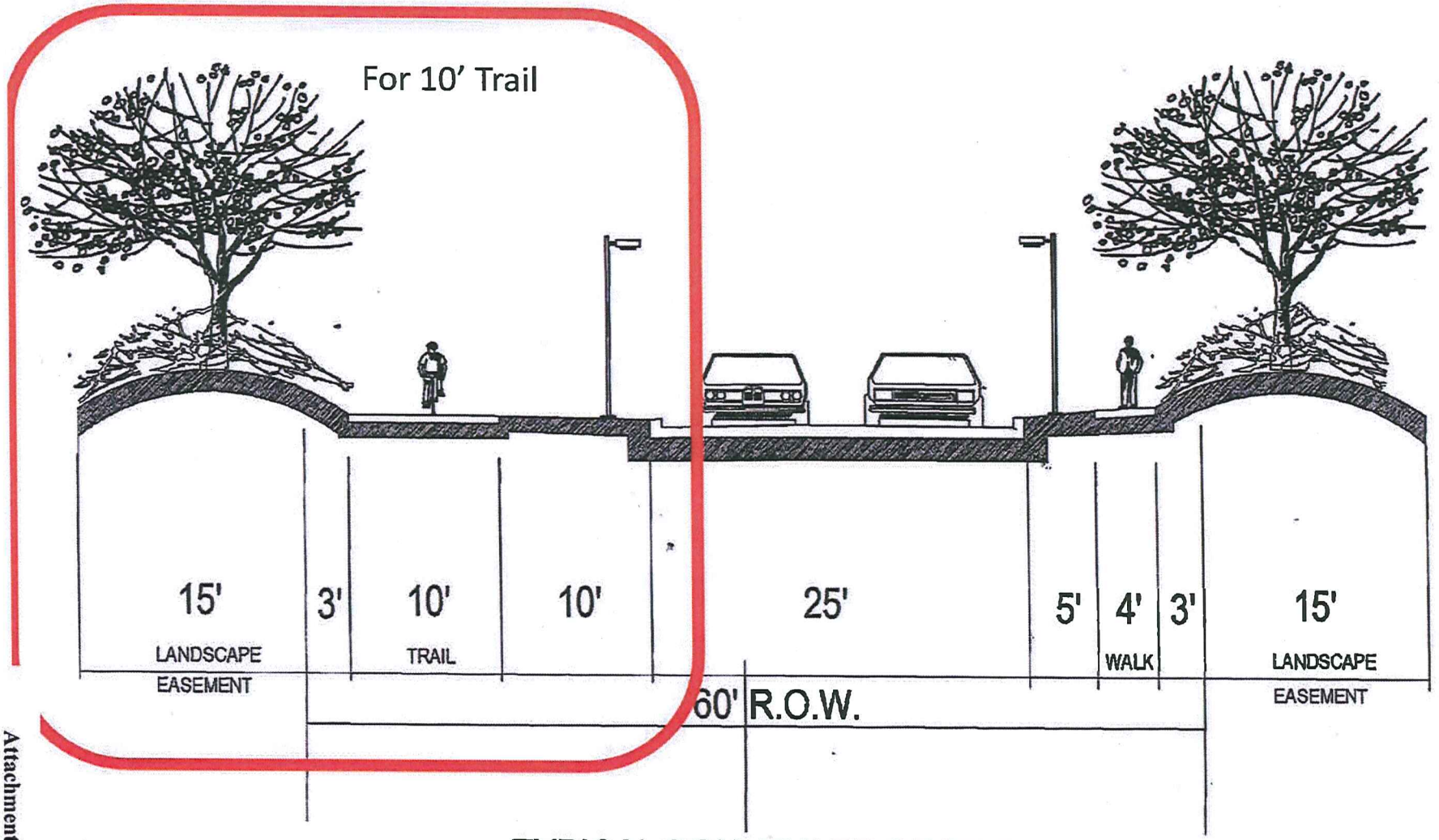
Thank you for the opportunity to present our concerns and we look forward to working with both the City Council and Pedcor to resolve these concerns.

Sincerely,

Eileen Williamson
Representative of Concerned Neighbors

CFM:dlt/452271

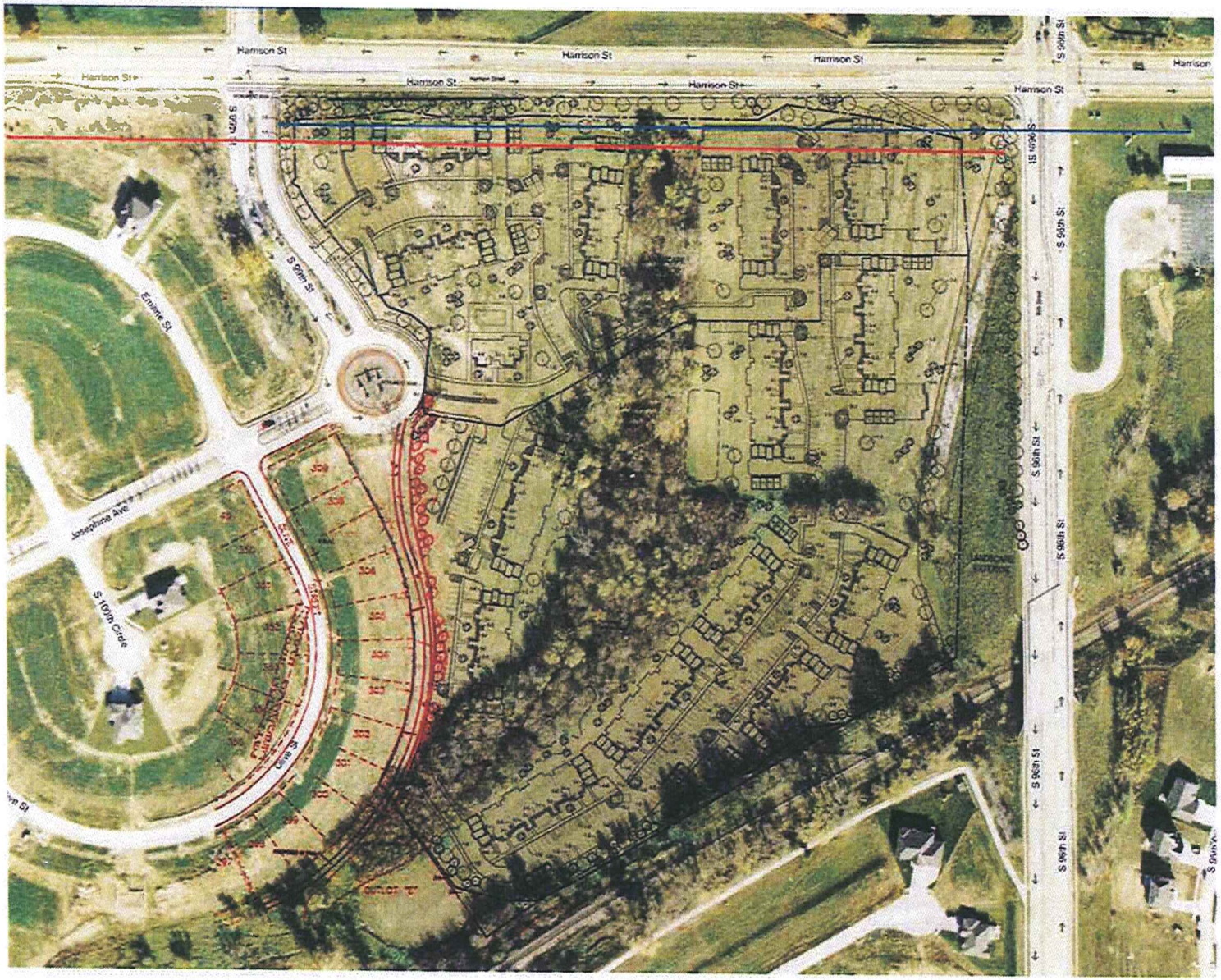
E1 – Typical Boulevard Section



TYPICAL BOULEVARD SECTION

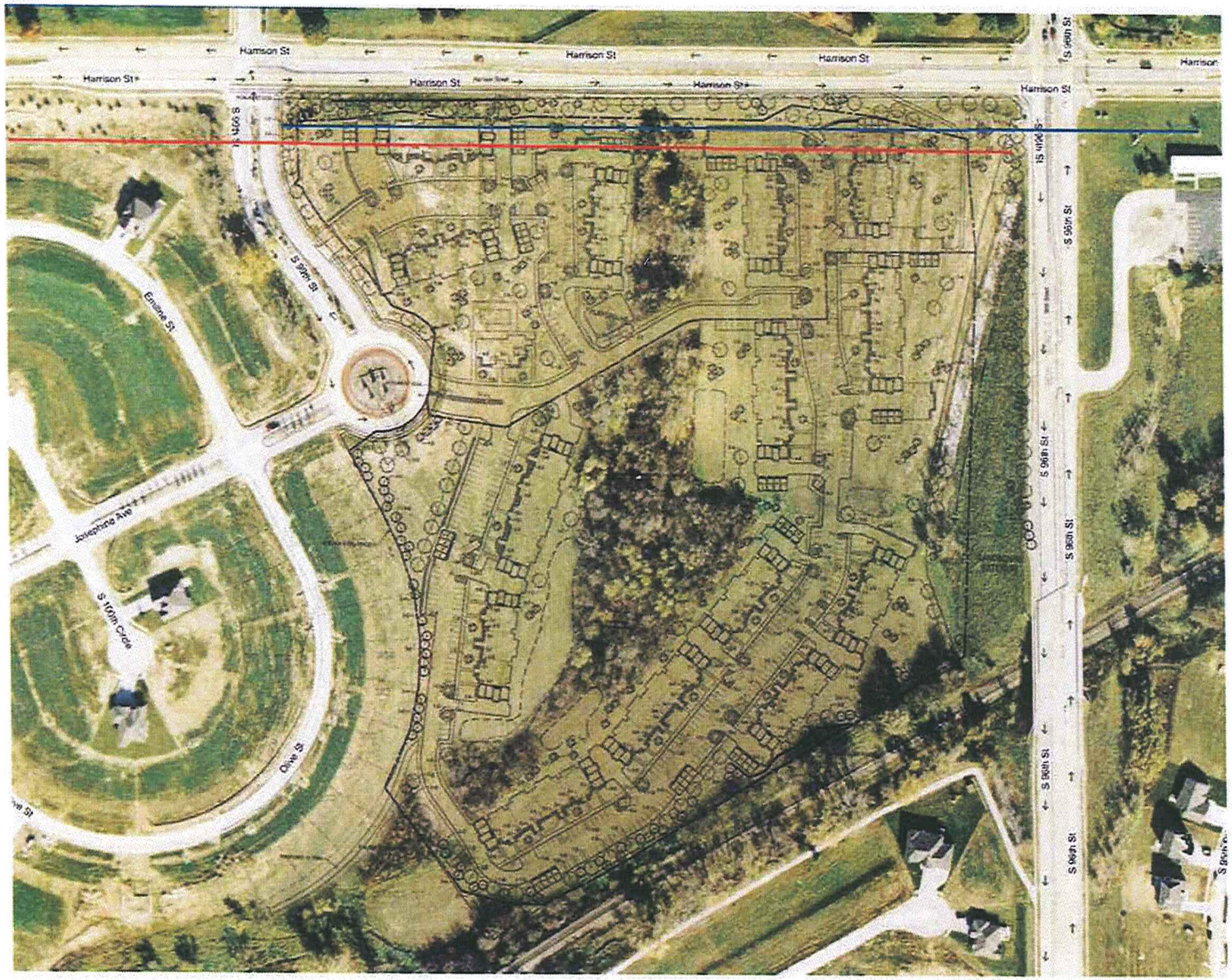
Attachment 1

E1 – Walking trail, Harrison setbacks



Attachment 2

Harrison Street Setbacks



Attachment 3

Law Offices
FULLENKAMP, DOYLE & JOBEUN

JOHN H. FULLENKAMP
ROBERT C. DOYLE
LARRY A. JOBEUN
BRIAN C. DOYLE

AIMEE J. HALEY (1970-2009)

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TELEPHONE: (402) 334-0700
FACSIMILE: (402) 334-0815
WRITER'S E-MAIL: BRIANNA@FDJLAW.COM
WRITER'S DIRECT DIAL: (402) 691-5265

October 30, 2009

City of La Vista
La Vista City Hall
8116 Park View Blvd.
La Vista, Nebraska 68128

Re: Cimarron Woods Terrace—Neighbor Concerns
Lot 380, Cimarron Woods/Conditional Use Permit and Final PUD Approvals

La Vista Mayor and City Council:

This firm represents the Applicant, Pedcor Investments, LLC (the "Applicant"), in connection with the above-referenced matter. This letter is in response to the Cimarron Woods Home Owners Association's concerns set forth in a letter to the City of La Vista dated August 4, 2009.

With respect to Item 1 regarding "buffers along the fence line", it is the Applicant's believe that the City does not want a fence along the trail. The Applicant is prepared to follow the direction with the City regarding this matter. In addition, I would also point out that the reference to Exhibit E-1 of the Subdivision Agreement relates to the landscaping that would be expected to occur along a boulevard, not along the trail with no adjacent boulevard or right-of-way.

With respect to Item 2, the Applicant meets all site regulators relating to set backs. The site shows a 25 foot setback along Harrison Street. The 25 foot setback is more than sufficient to protect the health, safety and general welfare of the public. I would also point out that the drawing attached to the HOA letter is not to scale and is misleading.

With respect to Item 3, the Applicant is not aware of any other development within the City's corporate boundaries or extraterritorial zoning jurisdiction that requires a developer to post a bond to ensure that the landscaping is maintained on private property. As such, the request by the HOA is unreasonable. The Applicant has no issue with having an agreement with the City for the reasonable maintenance of any landscaping located within any public right-of-ways, but the Applicant objects to any such agreement for the maintenance of landscaping within

the boundaries of the development. Notwithstanding, please note that the Applicant has a substantial economic interest in maintaining the on-site landscaping in good conditions, and will have an extended warranty in place on all landscaping installed on the property.

With respect to Item 4, the Applicant is agreeable to share in the actual costs of maintaining the landscaped areas within the 99th Street right-of-way and the round-a-bout, but the HOA's request for the Applicant to pay an amount equal to 25% of the HOA's budget is simply unreasonable. Please note that the Applicant's agreement to share in the maintenance costs of the landscaping within the 99th Street right-of-way and the round-a-about is gratuitous on the Applicant's part because Lot 380, Cimarron Woods, is not subject to the neighborhood covenants or part of the HOA.

With respect to Item 5, the traffic study that has been reviewed and approved by the City clearly reveals that the existing street systems are more than adequate to accommodate the traffic without the need for additional traffic calming devices or improvements.

With respect to Item 6, the drainage study has been reviewed and approved by the City's engineer. The drainage study reveals that the project detains enough water on-site to benefit the downstream property owners. The drainage study is part of the client's filings with the City's Planning Department and City Engineer, thus a public record and should be available through the City of La Vista., for review

Please let us know if you have any additional questions that you may have prior to the Planning Commission or City Council meeting.

Very truly yours,

Larry A. Jobeun

cc: Craig Martin, esq.
Jennifer Taylor, esq.

City of Omaha
Jim Suttle, Mayor

Public Works Department
Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
Omaha, Nebraska 68183-0601
(402) 444-5220
Fax (402) 444-5248

Robert G. Stubbe, P.E.
Public Works Director

January 29, 2010

Mr. Larry A. Jobeun
Fullenkamp, Doyle & Jobeun
11440 West Center Road
Omaha, NE 68144

Re: 99th & Harrison Traffic Signal

Dear Mr. Jobeun,

The City of Omaha will commit to contributing to the cost to construct a traffic signal at the intersection of 99th & Harrison Streets at such time the signal is warranted based on the warrants set forth in the MUTCD. Typically in a situation such as this, the City will contribute 50 percent of the costs to construct the signal. We will provide design services as needed. The signal will have to conform to federal standards and guidelines due to the use of STP funding sources.

Please keep this letter on file. Please continue to monitor the intersection in the future to determine if warrants are met for signal installation. Thank you for your time regarding this matter.

Sincerely,

Todd Pfitzer
Traffic Engineer

Cc:
Ryan Haas - City
Mark Westergard – E&A

THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors

Robert E. Dreessen, P.E.
Ka "Kip" P. Squire III, P.E., S.E.
Douglas S. Dreessen, P.E.
Chris E. Dorner, L.S.
Nelson J. Hymans, P.E.
James D. Warner, L.S.
Charles E. Riggs, P.E.
John M. Kottmann, P.E.
Arthur D. Beccard, P.E.
Dean A. Jaeger, P.E.
Richard M. Broyles, L.S.

David H. Neef, L.S.
Ronald M. Koenig, L.S.
Michael J. Smith, L.S.
Troy J. Nissen, P.E., S.E.
Douglas E. Kellner, P.E.
Gary A. Norton, P.E.
Brian L. Lodes, P.E. LEED AP
Kurtis L. Rohn, P.E.
Jeffrey L. Thompson, P.E.
Daren A. Konda, P.E.
Michael T. Caniglia, L.S.
Jeremy T. Steenhoek, P.E.
Joshua J. Storm, P.E.

March 8 2010

Ms. Ann Birch
Director of Community Development
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128

RE: Rezoning & Conditional Use Permit Reviews 2010
Cimarron Terrace Apartments, Lots 1 & 2, Cimarron Woods Replat Two
Summary Comments on Overall Cimarron Woods Drainage Study
TD^2 File No.171-383.4

Ann:

Per your request, I am writing to provide summary comments on the overall drainage study for Cimarron Woods that has been prepared to date by E&A Consulting Group, Inc. I understand these comments will be part of the staff report to City Council for the above-referenced project.

In response to a request from the City of La Vista, as a result of the public comments during the previous reviews on the Cimarron Terrace Apartments, E&A Consulting Group, Inc. has performed an overall drainage study of the Cimarron Woods Subdivision and the upstream drainage areas. A draft copy of this study was received in January of 2010, another update during February 2010, and the most recent update was received the week of March 1, 2010. This overall study has been performed in a manner substantially consistent with the procedures set forth in the Omaha Regional Storm Water Design Manual. The study has reviewed the drainage for 2-year, 10-year, 50-year, and 100-year storm events under existing conditions (without the Cimarron Terrace Apartments being developed) and for the developed conditions (full build-out of the Cimarron Terrace Apartments). The study included obtaining surveyed floor elevations for ten walk-out basement style homes abutting Outlot E, the park site in Cimarron Woods. Two of these were west of Cimarron Woods Drive and eight of these were east of Cimarron Woods Drive.

Under existing conditions, the study predicts the ponded water elevations to affect existing homes as follows:

2-year storm events	Water surface below all lowest floor elevations
10-year storm events	Water surface below all lowest floor elevations
50-year storm events	Water surface above three existing lowest floor elevations ranging from 0.9 feet to 1.7 feet
100-year storm events	Water surface above seven existing lowest floor elevations ranging from 0.1 feet to 2.9 feet

In the proposed condition with the Cimarron Terrace Apartments fully developed, the peak runoff flows for all events will be reduced below existing levels at the downstream limits of the apartment site. The apartment project will also include creating approximately 10 acre-feet of storm water storage. As a result, the study predicts the ponded water elevations to affect existing homes as follows:

2-year storm events	Water surface below all lowest floor elevations
10-year storm events	Water surface below all lowest floor elevations
50-year storm events	Water surface above three existing lowest floor elevations ranging from 0.7 feet to 1.5 feet
100-year storm events	Water surface above five existing lowest floor elevations ranging from 0.4 feet to 2.6 feet

The study illustrates that the development of the apartment site will not worsen the existing drainage situation and will slightly decrease water surface elevations in Outlot E. The peak flow reduction at the downstream limits of the Cimarron Terrace Apartments ranges from 4 percent for 2-year storm events to 41 percent for 100-year events. The design of the grading and drainage for the Cimarron Terrace Apartments as presently set forth in the PUD documents, serves to reduce the problem that already exists. The study indicates the need to undertake further drainage improvements, beyond those being required on the apartment site, to lower the predicted water surface elevations.

A copy of the latest study documents are enclosed herewith for your records.

Submitted by:

THOMPSON, DREESSEN & DORNER, INC.

John M. Kottmann

John M. Kottmann, P.E.

JMK/bam

Enclosure

cc: File

City of La Vista
Conditional Use Permit

Conditional Use Permit for Cimarron Terrace Apartments

This Conditional Use Permit issued this ____ day of _____, 2010, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Pedcor Investments-2008-CXVII, L.P., a _____limited partnership authorized to do business in Nebraska ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a multiple family dwelling complex to be known as Cimarron Terrace Apartments to be constructed in two phases upon the following described tract of land within the City of La Vista's zoning jurisdiction:

> Lots 1 and 2, Cimarron Woods Replat Two, located in the N½ of Section 16, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska (the "Property"),

with Phase 1 to be constructed on Lot 1 and comprised of 84 units and 64 attached garages, and Phase 2 to be constructed on Lot 2 and comprised of 192 units and 104 attached garages..

WHEREAS, Owner has applied for a conditional use permit for the purpose of constructing and operating a multiple family dwelling complex as described above; and

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

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the owner of the Property to use the Property hereto for the purposes described above, said use hereinafter being referred to interchangeably as a "Permitted Use" or "Use".

Conditions of Permit

The conditions to which the granting of this Permit is subject are as follows:

1. The rights granted by this Permit are transferable and any breach of any terms[1] hereof shall cause Permit to expire and terminate subject to the rights of the Owner to cure such default or deficiency as set forth herein.

2. In respect to the proposed Use:
   a. A site plan showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives shall be submitted to, and subject to approval of, the City and once approved by the City, shall be attached to and incorporated herein as Exhibit "A".
   b. Architectural review of the building design, landscaping, and lighting has been completed and the foregoing are approved as shown on Exhibits "B" through "___".

[1] Materiality is addressed in 4a below; no need to insert individually throughout the agreement.

c. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other Exhibits of this Agreement, as well as the Final Plat - Cimarron Woods Replat Two, Cimarron Terrace Planned Unit Development, and Subdivision Agreement applicable to Lots 1 and 2, Cimarron Woods Replat Two Subdivision, as approved by the City and incorporated herein by this reference. Any modifications to the site plan must be submitted to the City's Chief Building Official for approval. Modification of any of the other document or Exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.

d. As-built topographic surveys of storm water detention areas shall be required before certificates of occupancy [2]are issued for any building in Phase 1 of the project, with a requirement that any discrepancies from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer in his sole discretion prior to issuing such certificates.

e. An off-site wetlands mitigation area has been or will be acquired. No permits shall be issued by the City to commence any grading or work on the Property until Owner demonstrates to the satisfaction of the City Administrator that Owner has purchased a sufficient off-site wetlands mitigation site.

f. No vehicle repair, other than emergency maintenance such as changing a tire, or inoperable, abandoned or storage of vehicles shall be allowed in the parking areas shown on Exhibit "A". The Owner shall have seventy-two (72) hours after notice to correct any violation or cause the removal of any such vehicle that is in violation. ***(Can we narrow this down – what will be deemed vehicle repair?)***

g. Owner shall obtain all required permits for the Use 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 codes, fire codes and ADA requirements.

h. Owner shall comply (and shall ensure that all structures, appurtenances and improvements, and all activities occurring or conducted, on the Property at any time comply) with any applicable federal, state and/or local laws, rules or regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.

i. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Owner's Use of the Property.

j. A drainage study for the Property has been completed, the results of which show that peak runoff volumes of the Property, during and after development, resulting from 2, 10, 50 or 100 year storm events will be reduced below the historic runoff rate, due to construction of the detention basins depicted on the Storm Water Detention Plan attached hereto as Exhibit D. Owner agrees to cooperate and take such further action with the District as necessary if peak runoff volumes from the Property are not reduced to levels shown in the drainage study.

k. Owner shall ensure that any clubhouse on the property is professionally staffed during open hours.

3. In respect to the Gateway Corridor Overlay District, building design has been approved per letter from the City's design review architect, Kevin Schluckebier, dated _____.

4. The Owner's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:

   a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked upon a finding by the City that there is a material violation of the terms of this Permit if the violation continues after written notice from the City to Owner and a reasonable time was given for Owner to cure such violation.

[2] Reference to other certificates deleted, absent indication of certificates intended.

b. The Use authorized by this Permit must be initiated within 24 months after the date of the approval of this Permit otherwise such Permit shall become void. Notwithstanding the foregoing, it is understood and agreed that this is a phased project. As such, phase one of the project, consisting of 84 units and 64 garages and having the design, dimensions, construction and amenities set forth in Owner's application, shall be commenced within 24 months after the date of the approval of this Permit and completed with certificate of occupancy within 18 months after commencement of construction, otherwise such Permit shall become void. Phase two of the project, consisting of 192 units and 104 attached garages and having the design, dimensions, construction and amenities set forth in Owner's application, may be constructed after the completion of the first phase as economics and demand warrant and in accordance with a schedule approved by the City. In addition, it is understood and agreed that Subdivider, through administrative actions only if permitted under the zoning ordinances and regulations existing at the time, shall have the right to further subdivide the Property as necessary to create such other phases of the Property, subject to approval of the City Council.

c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property.

5. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
   a. Owner's abandonment of the Permitted Use. There shall be a presumption that the project has been abandoned if the Owner fails to commence construction of phase one of the project within twenty-four (24) months after the approval of this Permit, unless otherwise approved by the City.
   b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the use is not cured within a reasonable period of time, so long as curative rights are provided under laws, rules and regulations governing said permit and Owner is diligently pursuing correction of the same.
   c. Owner's construction or placement of a storage tank, structure or other improvement on the premises (except during construction of any phase of the project) not specified in this Permit and Owners failure to correct such breach within a reasonable period of time after City's giving notice thereof.
   d. Owner's breach of any other term hereof and its failure to correct such breach within a reasonable period of time after City's giving notice thereof.

6. If construction of phase one has not been commenced within twenty-four (24) months from the date of this Permit, this Permit shall be null and void and all rights hereunder shall lapse; provided, however Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

7. In the event the Owner fails to promptly remove any safety or environmental hazard from the Property, or upon the expiration or termination of this Permit the Owner fails to promptly remove any permitted materials or any remaining environmental or other 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 in connection with the removal thereof) and the Owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove 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 Property as may be necessary or appropriate to carry out any other provision of this Permit.

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

Miscellaneous

The conditions and terms of this Permit shall be binding upon owner, its 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 this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

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: Torco Development, Inc.
11205 South 150th Street, Suite 100
Omaha, Nebraska 68138
(402) 592-6942

And;

Pedcor Investments, A Limited Liability Company
770 3rd Avenue, S.W.
Carmel, IN 46032
Attn: Thomas G. Crowe

Effective Date:

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

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

_____
Pamela A Buethe, CMC
Deputy City Clerk

DRAFT

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:

Pedcor Investments-2008-CXVII, L.P., a _____limited partnership

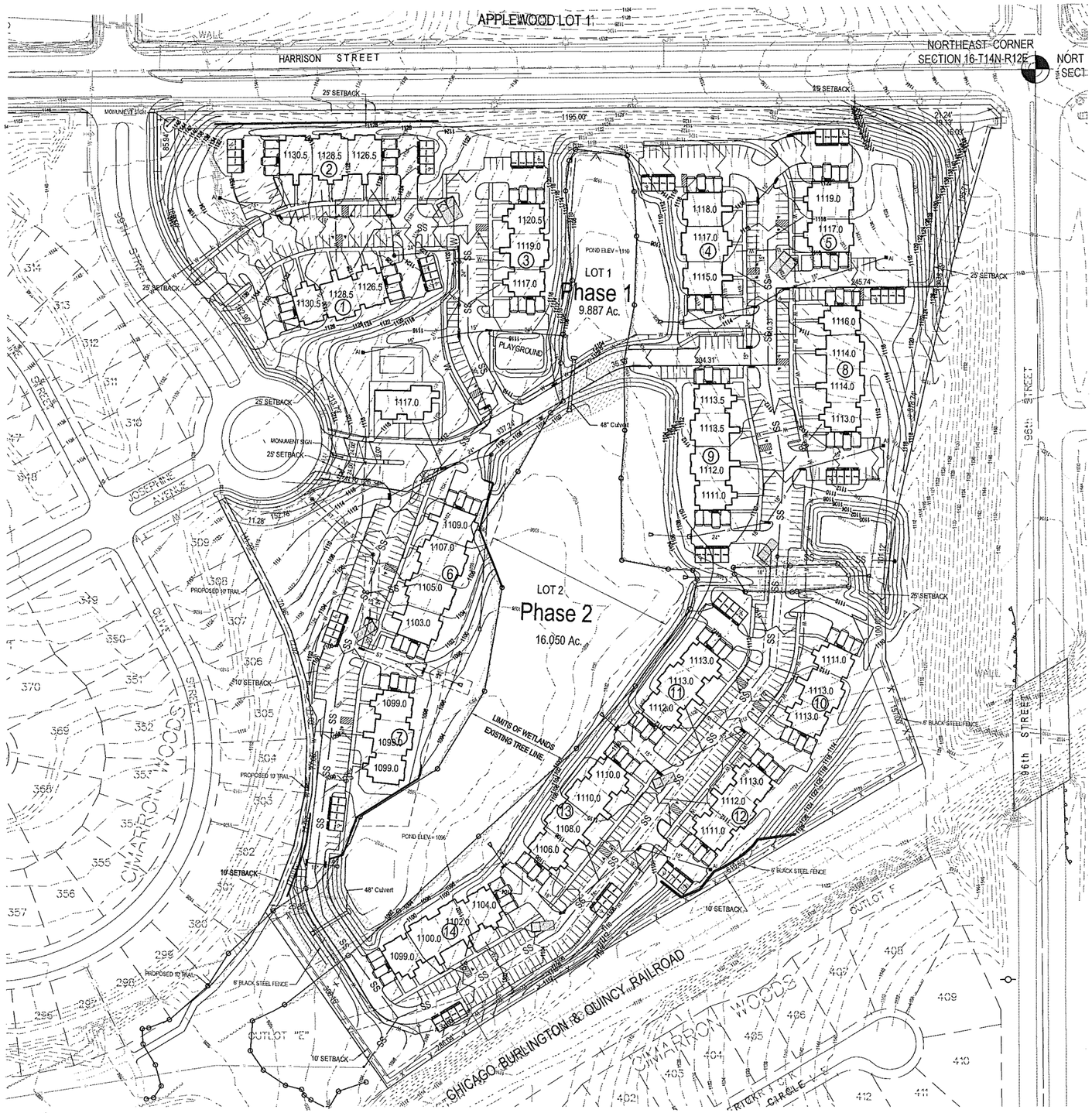
By: _____

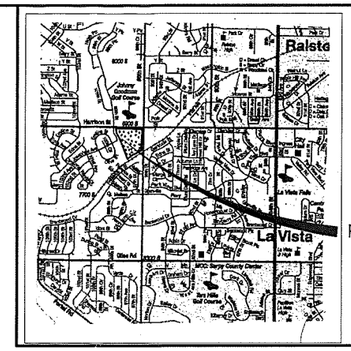
Title: _____

Date: _____

DRAFT

\\Lvdcfp01\users\Community Development\MBaker\Community Development\Conditional Use Permits\Cimarron Terrace.DOC





VICINITY MAP

60 0 30 60
1 inch = 60 ft.

LEGAL DESCRIPTION

A REPLAT OF LOT 380, CIMARRON WOODS, A SUBDIVISION LOCATED IN THE N1/2 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID PROPERTY TO BE KNOWN AS LOTS 1 AND 2, CIMARRON WOODS REPLAT TWO.

CONTAINING 25.937 ACRES, MORE OF LESS.

OWNER	ENGINEER	DEVELOPER
TORCO DEVELOPMENT, INC. 11205 S. 150TH STREET, SUITE 100 OMAHA, NEBRASKA 68138	E & A CONSULTING GROUP 330 NORTH 117TH STREET OMAHA, NEBRASKA 68154	PEDCOR INVESTMENTS, LLC ONE PEDCOR SQUARE 770 3RD. AVE. SW CAREL, IN. 46032

NOTES

1. EXISTING AND PROPOSED ZONING IS R-3 PUD-1.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2-FOOT INTERVALS AND ARE BASED ON USGS DATUM.
3. THERE SHALL BE NO DIRECT VEHICULAR ACCESS CHTO 96TH STREET OR HARRISON STREET FROM ANY LOTS ADJOINING SAID STREETS.
4. WATER SERVICE SHALL BE PROVIDED BY MUD, BLACKHILLS ENERGY SHALL PROVIDE GAS SERVICE.
5. ALL STORM SEWER SIZES ARE 15" UNLESS OTHERWISE NOTED.
6. DUMPSTER LOCATIONS AND NUMBER SUBJECT TO REVIEW AND APPROVAL OF THE CITY OF LA VISTA.
7. THE DEVELOPERS PROPOSED METHOD FOR DETERRING RESIDENTS FROM ENTERING THE RAILROADS RIGHT OF WAY IS TO INSTALL A FENCE ALONG THE RIGHT OF WAY ADJOINING THE DEVELOPERS PROPERTY.
8. THE PROPOSED CLUBHOUSE IS INTENDED FOR RESIDENT USE ONLY. SPECIFIC USES INCLUDE COMMUNITY ROOM, ENTERTAINMENT CENTER WITH TV, FULL KITCHEN, RESTROOMS, AND OFFICES.
9. A PERMANENT RECIPROCAL INGRESS AND EGRESS, PARKING AND PEDESTRIAN EASEMENT IS GRANTED TO THE OWNERS OF LOTS 1 AND 2, THEIR GUESTS AND INVITEES OVER ALL OF SAID LOTS 1 AND 2, EXCEPT THOSE PARTS OF SAID LOTS 1 AND 2, WHICH ARE OCCUPIED BY BUILDINGS AS CONSTRUCTED.
10. BICYCLE PARKING RACKS WILL BE PROVIDED AT THE CLUBHOUSE, PLAYGROUND, AND EACH OF THE FOURTEEN APARTMENT BUILDINGS.
11. PHASE I PROPOSED SCHEDULE OF CONSTRUCTION:

CITY COUNCIL APPROVAL	08/04/2009
CLOSING AND BUILDING PERMITS	11/06/2009
COMPLETION OF CLUBHOUSE AND 1ST BUILDING	07/01/2010
ALL BUILDINGS COMPLETE	01/15/2011

LEGEND

- — 1200 — — EXISTING CONTOURS
- —— 1200 —— PROPOSED CONTOURS
- SS PROPOSED SANITARY SEWER
- —ST— PROPOSED STORM SEWER
- TREE REMOVAL AREA

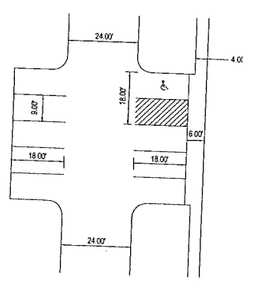
EXISTING AND PROPOSED ZONING: R3 PUD-1

REQUIRED SETBACK LINE

FRONT YARD SETBACK.....25'
SIDE YARD SETBACK.....10'
(0' ON COMMON LOT LINE BETWEEN LOTS 1 & 2)
STREET SIDE YARD SETBACK.....25'
REAR YARD SETBACK.....10'

PROJECT DENSITIES

	BUILDINGS (SQ. FT.)	PAVING (SQ. FT.)	TOTAL IMPERVIOUS	AREA (AC) (SQ. FT.)	% IMPERVIOUS	PARKING PER CODE	REGULAR STALLS	GARAGE STALLS	TOTAL STALLS PROVIDED
PHASE 1	57,246	151,290	208,536	9.887 430,678	48.42%	168	153	64	217
PHASE 2	104,524	151,976	256,500	16.050 699,138	36.69%	372	264	104	368
TOTAL	161,770	303,266	465,036	25.937 1,129,816	41.16%	540	417	168	585



TYPICAL PAVING DETAIL

UNIT DENSITIES

	BEDROOMS	NO. OF BEDROOMS	#UNITS	UNITS/ACRE
PHASE 1				
	1 BR	24	24	
	2 BR	72	36	
	3 BR	72	24	
	TOTAL	168	84	8.5
PHASE 2				
	1 BR	60	60	
	2 BR	168	84	
	3 BR	144	48	
	TOTAL	372	192	11.96
PHASE 1 & 2				
TOTAL		540	276	10.64

E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
330 NORTH 117TH STREET OMAHA, NE 68154
PHONE: (402) 895-4700 FAX: (402) 895-3599
www.eacg.com

CIMARRON WOODS REPLAT TWO

LA VISTA, NEBRASKA

FINAL PLANNED UNIT DEVELOPMENT

Revisions

No	Date
1	05/08/2009
2	06/22/2009
3	09/23/2009

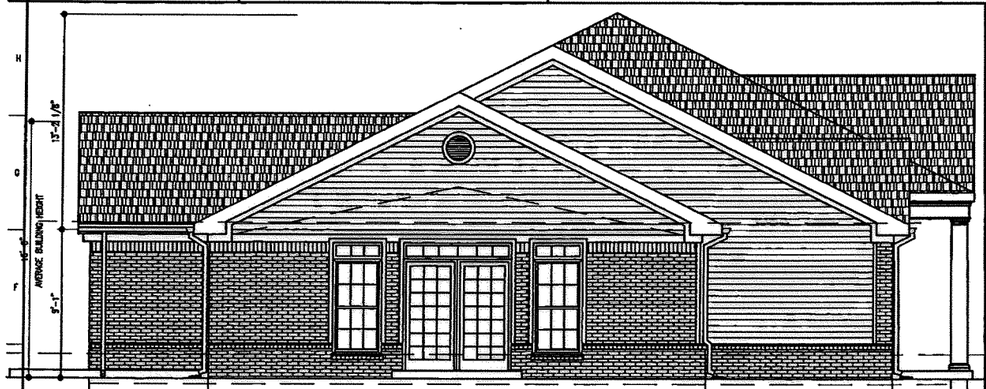
Proj No	P2002.153.002
Date	06/02/2009
Designed By	MW
Drawn By	LDD
Checked By (Dsgn)	
Checked By (Insp)	
Checked By (Cad Mg)	
Scale	1" = 60'

Sheet 1 of 1



J1 REAR ELEVATION

SCALE: 1/4"=1'-0"



E1 LEFT ELEVATION

SCALE: 1/4"=1'-0"



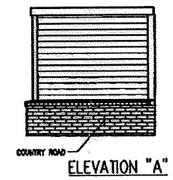
E1Ø RIGHT ELEVATION

SCALE: 1/4"=1'-0"

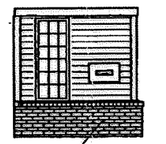


A1 FRONT ELEVATION

SCALE: 1/4"=1'-0"



ELEVATION "A"



ELEVATION "B"

A14 COVERED PORCH ELEV.

SCALE: 1/4"=1'-0"

REVISIONS

NO.	DATE	REVISIONS/SUBMISSIONS

ARCHITECT
MARK A. SMITH
A-3196
STATE OF NEBRASKA

Mark A Smith

NOT PUBLISHED - ALL RIGHTS RESERVED
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MAS ASSOCIATES, L.L.C.
Architects and Planners
5200 East 64TH Street, Suite A
Indianapolis, Indiana 46220
mrksmith@comcast.net
Phone 317 726 1060 Fax 317 726 1061

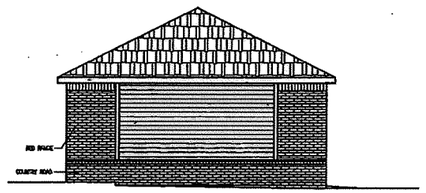
Pedcor Investments
Cimarron Terrace
Lavista, Nebraska

CLUBHOUSE EXTERIOR ELEVATIONS

DATE	PROJECT NO.	DRAWN	APPROVED
04/08/2009	2907.001	MAS	MAS

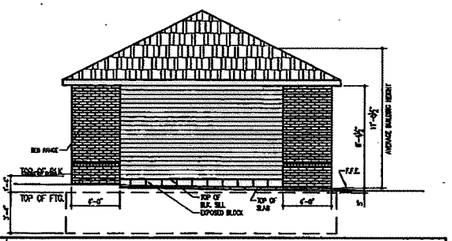
COMPUTER FILE NAMES

SHEET NO. CA201



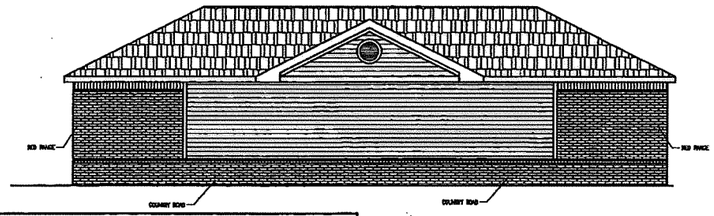
K1 | HARRISON & 96TH ST. ELEVATION

SCALE: 3/16"=1'-0"



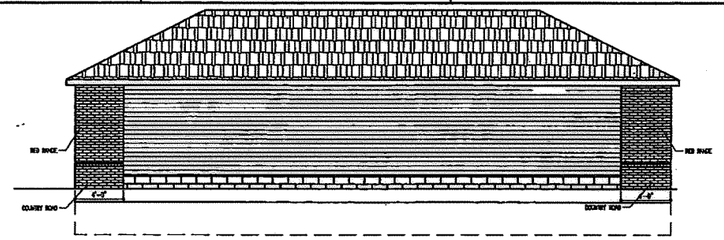
G5 | GARAGE END ELEVATION

SCALE: 3/16"=1'-0"



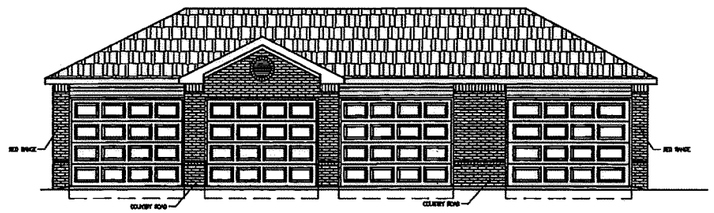
G1 | HARRISON & 96TH ST. ELEVATION

SCALE: 1/4"=1'-0"



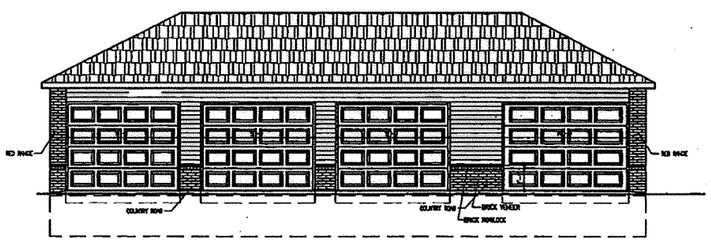
J9 | REAR ELEVATION

SCALE: 1/4"=1'-0"



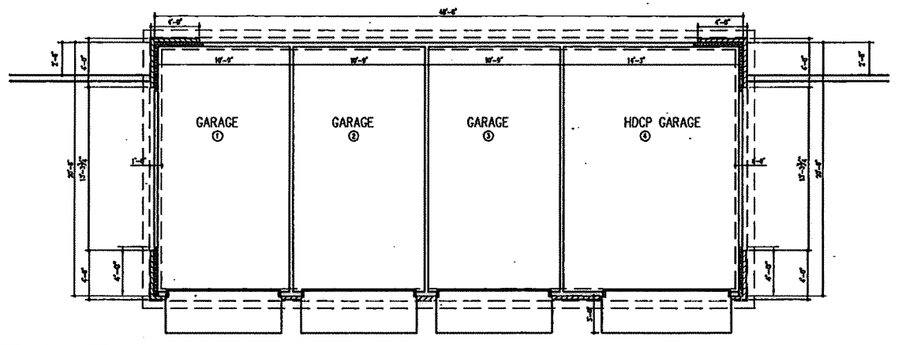
D1 | HARRISON & 96TH ELEVATION

SCALE: 3/16"=1'-0"



D9 | FRONT ELEVATION

SCALE: 3/16"=1'-0"



A9 | GARAGE PLAN "A"

SCALE: 3/16"=1'-0"

REVISIONS

NO.	DATE	REVISIONS/SUBMISSIONS

ARCHITECT
MARK A. SMITH
A-3196
STATE OF NEBRASKA

Mark A Smith

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Phone 317 726 1060 Fax 317 726 1061

Pedcor Investments
Cimarron Terrace
Lavista, Nebraska

GARAGE
FLOOR PLANS , ELEVATIONS, AND DETAILS

DATE	PROJECT NO.	DRAWN	APPROVED
04/06/2009	2907.001	MAS	MAS

COMPUTER FILE NAME

SHEET NO. G101



J1 | FRONT ELEVATION 12B6C-1.8

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



E1 | LEFT ELEVATION 12B6C-1.8

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



E9 | RIGHT ELEVATION 12B6C-1.8

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



A1 | REAR ELEVATION 12B6C-1.8

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

REVISIONS

NO.	DATE	REVISIONS/SUBMISSIONS

MARK A. SMITH A-3196 STATE OF NEBRASKA ARCHITECT

Mark A Smith

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Pedcor Investments
Cimarron Terrace
Lavista, Nebraska

BUILDING ELEVATIONS
TYPE 12B6C-1.8

DATE	PROJECT NO.	DRAWN	APPROVED
04/08/2009	2907.001	MAS	MAS

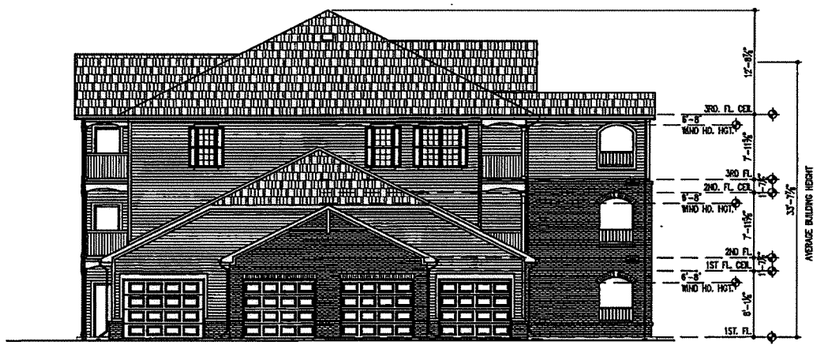
COMPUTER FILE NAME

SHEET NO. A203



J1 FRONT ELEVATION 12C-1.8

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



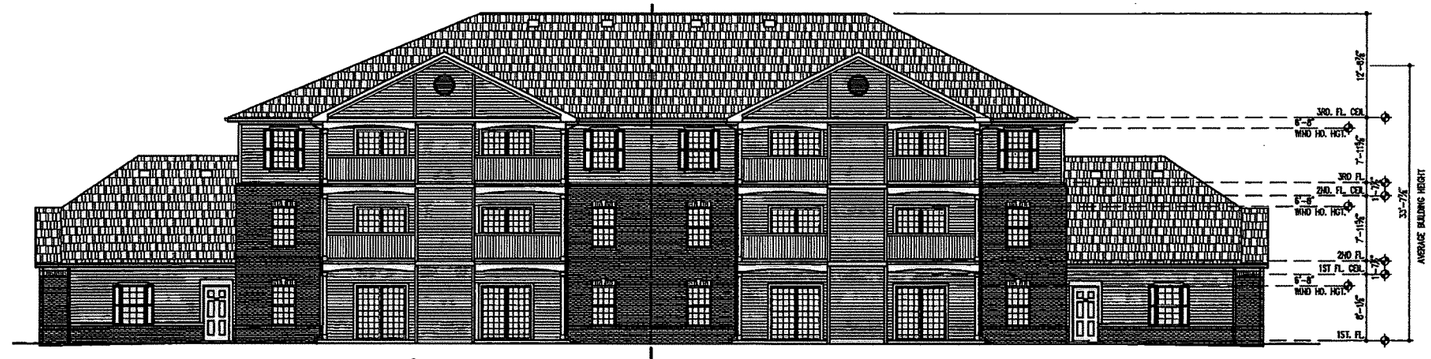
E1 LEFT ELEVATION 12C-1.8

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



E9 RIGHT ELEVATION 12B12C-1.8

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



A1 REAR ELEVATION 12C-1.8

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

REVISIONS

NO.	DATE	REVISIONS/SUBMISSIONS

ARCHITECT
MARK A. SMITH
A-3196
STATE OF NEBRASKA

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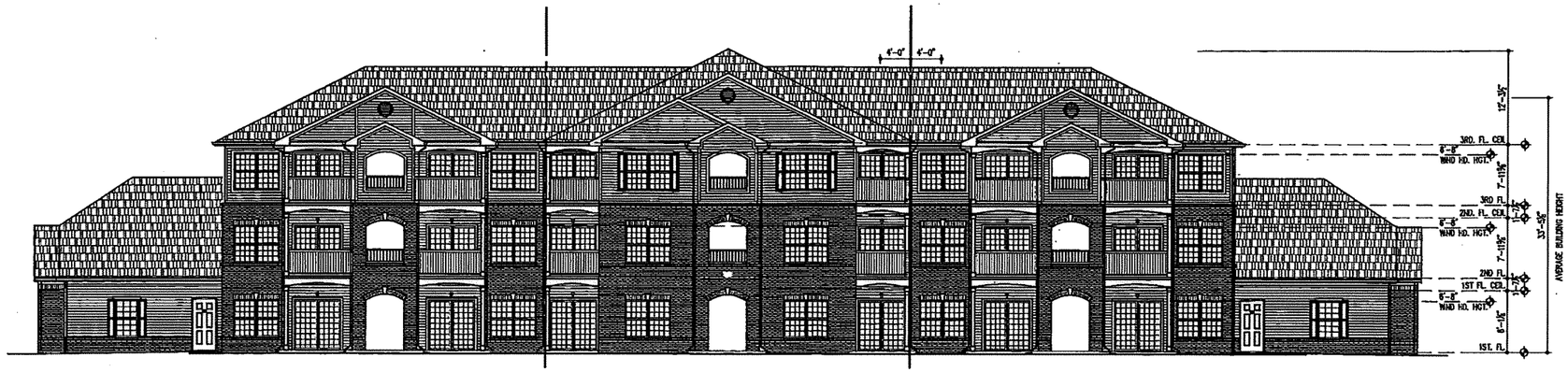
Pedcor Investments
Cimarron Terrace
Lavista, Nebraska

BUILDING ELEVATIONS
TYPE 12C-1.8

DATE	PROJECT NO.	DRAWN	APPROVED
04/06/2009	2907.001	MAS	MAS

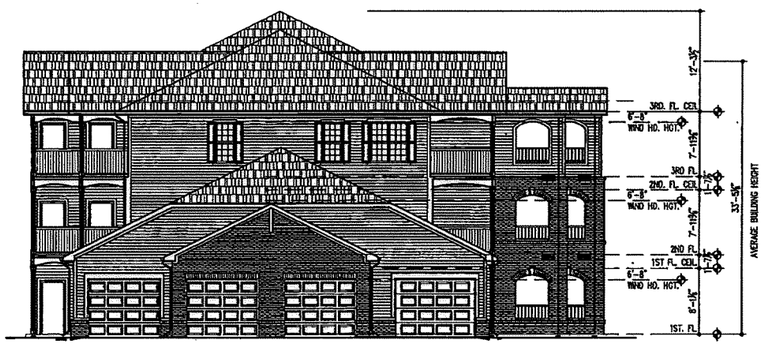
COMPUTER FILE NAME:

SHEET NO.
A202



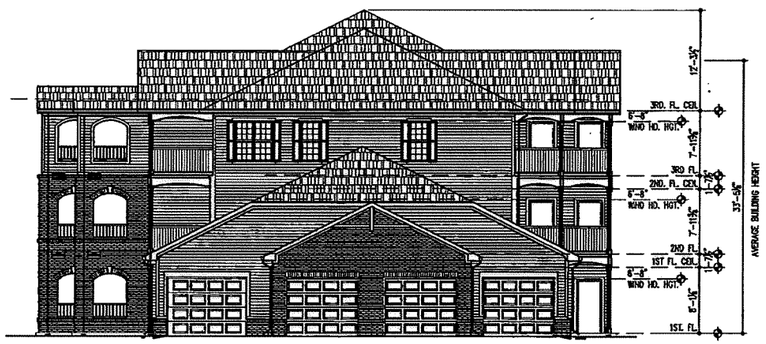
J1 FRONT ELEVATION 6A6B6A-1.6

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



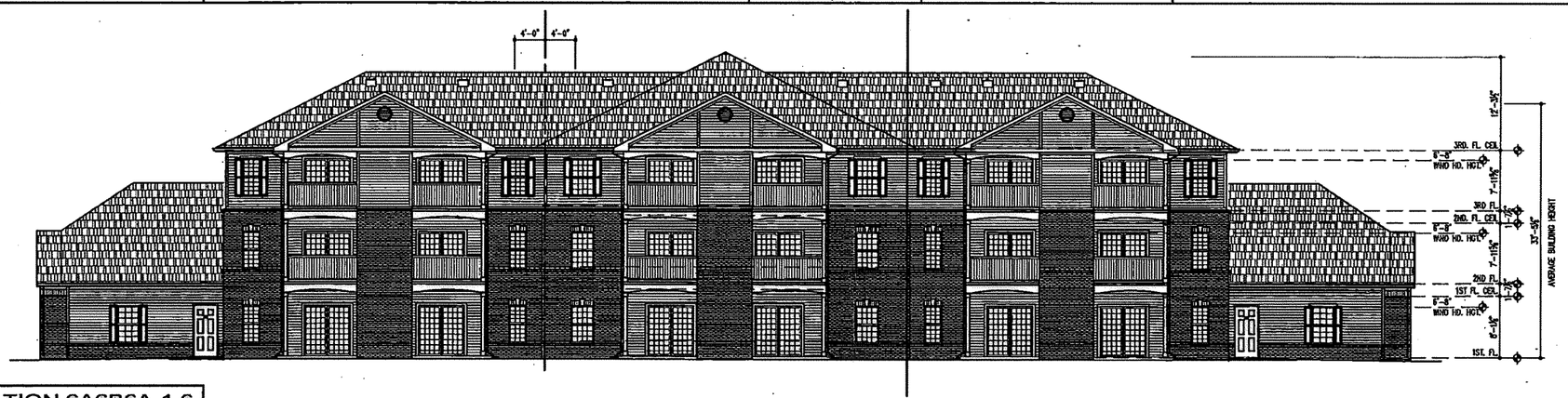
E1 LEFT ELEVATION 6A6B6A-1.6

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



E9 RIGHT ELEVATION 6A6B6A-1.6

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



A1 REAR ELEVATION 6A6B6A-1.6

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

RECEIVED
MAY 12 2009
By

REVISIONS

NO.	DATE	REVISIONS/SUBMISSIONS

ARCHITECT
MARK A. SMITH
A-3196
STATE OF NEBRASKA

Mark A. Smith

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Cimarron Terrace
Lavista, Nebraska

BUILDING ELEVATIONS
BUILDING TYPE 6A6B6A-1.6

DATE	PROJECT NO.	DRAWN	APPROVED
04/06/2009	2907.001	MAS	MAS

COMPUTER FILE NAME

SHEET NO. A201



DRAFT

SUBDIVISION AGREEMENT
Lots 1 and 2, Cimarron Woods Replat Two Subdivision
99th and Harrison Streets
R-3, High Density Residential PUD-1
(Public Financing)

THIS SUBIVISION AGREEMENT is made this _____ day of _____, 2010, by and between Pedcor Investments-2008-CXVII, L.P., a _____limited partnership ***(Status of this entity? w/ Nebraska Secretary of State vs. related entities that appear in SOS records?)*** (herein "Subdivider"), TORCO DEVELOPMENT, INC., a_____corporation ("Developer"), SANITARY AND IMPROVEMENT DISTRICT NO. 237 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "District"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Developer is the legal owner of Lot 380, Cimarron Woods Subdivision, consisting of 25.937 acres, more or less ("Lot 380") which property is located outside of the corporate limits of the City but within the City's zoning and platting jurisdiction;

WHEREAS, Subdivider has the right to purchase Lot 380 from Developer pursuant to an agreement between Subdivider and Developer dated __*(insert date of Subdivider's option agreement)*__("Option"), which lot Subdivider desires subdivided into two lots "Lots 1 and 2", as more particularly depicted on the plat titled "Cimarron Woods Replat Two" (the "Plat") attached hereto as Exhibit "A" hereto (herein the "Subdivision") and develop Lots 1 and 2 in two phases of multi-family housing having 84 units and 64 attached garages in Phase 1, to be built on Lot 1, and 192 units and 104 attached garages in Phase 2, to be built on Lot 2; and

WHEREAS, Subdivider has agreed to meet all conditions of the development and other requirements of the City's platting, development and zoning regulations as set forth in the City's Zoning Ordinance, PUD Plan, Conditional Use Permit, Building Code and applicable terms of this Agreement; and

WHEREAS, in order to utilize the Subdivision in the way it wishes, Subdivider must grade, create, construct and maintain certain topographic and surface conditions and provide for surface water detention within the Subdivision and must in connection therewith comply with all terms and conditions of the Department of the Army Nationwide Permit No. 2009-01538-WEH, a copy of which Permit is attached hereto as Exhibit "B"; and

WHEREAS, Subdivider, by and through Torco Development, Inc., the current owner of Lot 380 ("Developer"), has requested the City to approve the Plat, and to approve a connection of said Subdivision to existing sanitary sewer and storm drainage systems; and

WHEREAS, the Developer, Subdivider and District propose that the District or Subdivider will build public improvements in or for the benefit of the Subdivision, as provided herein, with the District being a Sanitary and Improvement District created and controlled by Developer, Developer being the Owner of all lands within the boundaries of the Subdivision and Subdivider being the prospective purchaser and owner of said lands under the Option; and

WHEREAS, Developer and Subdivider request platting of the Subdivision under the following provisions of the City of La Vista Zoning Ordinance: Section 5.08 (pertaining to R-3 High Density Residential District), Section 5.15 (pertaining to PUD-1 Planned Unit Development District), and Section 5.17.06 (Gateway Corridor Overlay District), and have agreed to meet all conditions of development and other requirements of said zoning as determined by the City; and

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the Subdivision or serving the Subdivision and the extent to which the contemplated public improvements specially benefit property within the Subdivision and to what extent the cost of the same shall be specially assessed against the property of Subdivider, and other matters pertaining to the development of the Subdivision and health, safety and welfare of the City, the District, their inhabitants and the public; and

NOW, THEREFORE, IT IS AGREED as follows:

1. Definitions

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

A. "Agreement" or "this Agreement" or "Subdivision Agreement" shall mean this document entitled "Subdivision Agreement" and all Exhibits and Supplemental Agreements hereto (see Section 18 "Exhibits/Supplemental Agreements Summary").

B. "Conditional Use Permit" shall refer to that certain conditional use permit issued by the City on _____, 2010, which is attached hereto as Exhibit "C".

C. The "construction cost" of an improvement shall mean the amount paid to the contractor, utility or entity installing the improvement or performing the work, together with all other direct labor and material costs incorporated into the construction of the improvement, and net of refunds, reimbursements and offsets thereto.

D. The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, and other costs of achieving completion, acceptance and financing of the project or work and miscellaneous costs. In this connection, financing costs shall include all fiscal agent's warrant fees and costs, interest on warrants to date of funding by issuance of bonds and all bond fees and costs. Miscellaneous costs of the improvement shall include the pro rata share of the general unallocated costs of the District, which unallocated costs shall be prorated to each improvement on the basis that the entire cost of each improvement bears to the entire cost of all improvements constructed by the District.

E. "Detention Basin" or "Storm Water Detention Basin" shall mean a permanent structure to serve as temporary water holding basins, whether above or below ground, to be constructed at the locations shown on Exhibit "D" attached hereto, or such alternative or substitute locations and accompanying plans and specifications as the City may approve in advance in writing.

F. "General obligation" or "general obligation of the District" shall mean the amount by which the entire cost of a particular improvement or type of improvement by the District exceeds the amount of special assessments levied by the District in respect to such improvement or type of improvement.

G. "Improvements" or "Infrastructure" shall mean, to the extent located within the Subdivision or required herein for development of the Subdivision, or pertaining to Subdivision entrances, any and all facilities constructed or otherwise implemented for the purpose of providing access or services of any type or description to or from the Subdivision or serving facilities or properties within or serving the Subdivision, including but not limited to, ingress and egress to and from

the Subdivision, and construction of paving, enhancements or reconstruction of existing paving and traffic signalization in conjunction therewith, and construction of storm sewers, sanitary sewers, including outfall sewer, and access thereto, drainage and drainage retention, culverting, street lighting, and any other item of infrastructure, together with utility systems and easements for any improvements where required.

H. "Land Utilization and Preparation Costs." "Land Utilization and Preparation Costs" shall include, but not be limited to, all costs pertaining to, or arising out of, determination of feasibility, acquisition, reclamation, preparation, enhancement and/or utilization of land, and all engineering, legal, financing and contracted or other services related thereto or to the following:

(1) Soil and water tests, topographic surveys, geotechnical investigation and environmental studies and drainage studies, water drainageways and surface water retention and/or detention basins or facilities, surveying, staking and testing;
(2) Platting (preliminary and final), and including replattings;
(3) Excavation, filling, compaction, stabilization and testing thereof;
(4) Grading;
(5) Erosion and silt control, including installation and removal thereof;
(6) Environmental studies and permits required by Corps of Engineers or other governmental agencies having jurisdiction in the matter and costs of compliance with the terms of such permits and requirements thereof;
(7) Buffer zones and areas to be landscaped or beautified, including trees and other plantings therein or therefor;
(8) Traffic and other required studies;
(9) Such other costs incurred to utilize and/or prepare land to a City approved final grade, elevation, drainage control and soil condition ready for installation or construction of the public improvements authorized by this Agreement or to improve, enhance or beautify land.

I. "Plat" or "the Plat," unless a contrary intent is indicated, shall mean the plat approved by the City Council, a copy of which is attached as Exhibit "A".

J. "Subdivider's Engineer" shall mean E & A Consulting Group, Inc., Subdivider' engineer, which shall be the principal contact entity with the City in engineering matters.

K. "Subdivider's 404 Permit" shall mean the Department of the Army Nationwide Permit No. 2009-01538-WEH required for the construction and maintenance of wetlands, a copy of which is attached as Exhibit "B".

L. "Subdivision" shall mean the 25.937 acres of land described in Exhibit "A" hereto.

M. "District Credit" shall include all credit and resources of the District, including, but not limited to, bonds, warrants and funds, unless otherwise expressly provided to the contrary herein.

2. Construction/Installation of Improvements Authorized

Subdivider, District and City agree that the District and/or Subdivider, in order to serve and enhance the value, sale and utilization of Subdivider's lots, may construct or install, or cause to be constructed or installed, and, except as otherwise herein provided, the credit of District may be used for, the construction of only the following types of public improvements upon the property located within or immediately adjacent to the

boundaries of the District and necessary water, sanitary sewer, and surface water drainage to or from existing or planned facilities as follows:

A. Paving:

(1) Existing Paving. Within the District there currently exists 99th Street which is required to be modified in accordance with Exhibit "E" attached hereto. The District shall cause the modification to 99th Street, as shown on Exhibit "E", to be completed and the costs therefore may be a general obligation of the District, except for the removal of the existing paving which shall be a Subdivider cost.

(2) Harrison Street Improvements. The District shall cause a raised median to be constructed within the Harrison Street right-of-way as shown on Exhibit "E" and the costs therefore may be a general obligation of the District; provided, however, Subdivider shall pay the cost of any portion of the work lying outside District boundaries.

B. Property Entrances/Exits Between Paving Line and Property Line. Entrances/exits serving private property shall be installed at Subdivider expense.

C. Storm Water Detention. The Subdivider shall cause storm water detention basins and other facilities to be constructed in accordance with the Storm Water Detention Plan attached hereto as Exhibit D so there is no net increase in storm water peak runoff from the Subdivision after full build out. A drainage study for the Subdivision has been completed, the results of which show that peak runoff volumes of the Subdivision, during and after development, resulting from 2, 10, 50 or 100 year storm events will be reduced below the historic runoff rate, due to the construction of detention basins depicted in said Storm Water Detention Plan. If actual peak runoff volumes from the Subdivision are not reduced to the levels shown in the drainage study, Owner agrees to cooperate and take such further action with the District as necessary to reduce runoff to levels specified in the study. Further, Subdivider shall have the right to connect to the District's existing storm water system. Storm water detention facilities and improvements are a Land Utilization and Preparation Cost within the meaning of Section 1 hereof and shall be constructed at Subdivider's expense and no part of the cost thereof shall involve or be defrayed by funds or credit of the District. The Subdivider shall maintain and repair all storm water detention facilities within the Subdivision without use of District's credit. Prior to issuance of any building permit, Subdivider shall adopt a Post Construction Storm Water Management Plan governing perpetual operation, maintenance and repair of storm water detention basins and facilities in the Subdivision as attached hereto as Exhibit M(3), subject to such modifications as required by the City Administrator in consultation with the City Engineer.

D. Storm Sewer. The District shall cause the public storm sewer system, including storm sewers, inlets, manholes, junction boxes, flared end sections and other related appurtenances to be constructed within street right-of-way of the Subdivision, or functioning as a transporter of storm water within public storm sewer easements to points outside the Subdivision, as shown on Exhibit "K-2", attached hereto.

E. Sanitary Sewer. The Subdivider shall have the right to connect to the District's existing sanitary sewer system, and all connection fees, if any, shall be paid by Subdivider at the time the building permit is issued at the rates in effect at the time. The Subdivider at its cost shall install all sanitary sewers in accordance with the Sanitary Sewer Plan and Profile attached hereto as Exhibit "K-1" without the use of District's credit.

F. Traffic Control Signal. A traffic signal at the intersection of 99th and Harrison Streets shall be installed by the District, when warranted, in accordance with Exhibit *E **(should this be Exhibit L – as described at the end of the list of exhibits below?)***, attached hereto, and the Subdivision Agreement for Cimarron Woods dated April 7, 2004 and recorded with the Sarpy County Register of Deeds as Instrument Number 2005-00100 (the "Original Subdivision Agreement"). The traffic signal improvements shall include additional combination mast poles, underground conduits and pull boxes, vehicle detectors (whether loops or cameras), signage, and pavement striping. All costs associated with the installation of the traffic signal shall be paid for in accordance with the Original Subdivision Agreement, provided, however, Subdivider, on behalf of the Developer, shall, prior to the recording of the Plat, pay to the District, for deposit in the Construction Fund, the sum of Twenty-Five Thousand Dollars ($25,000.00) for Developer's total share of the cost of installing the traffic signal, and upon such payment, neither the Subdivider nor the Developer shall have any further liability or obligation with respect to the installation of the traffic signal or for any costs associated therewith notwithstanding anything contained in the Original Subdivision Agreement to the contrary.

G. Median and Signage Plan. The Subdivider, at its cost, shall be responsible for all work relating to the median and signage plan attached hereto as Exhibit "F", including installation, maintenance and upkeep of such signage, without the use of District's credit.

H. Trail Plan. The District shall cause the installation of the trail and other improvements, as shown on Exhibit "G" ("Trail Improvements"), including ingress and egress through perimeter fencing as specified by the City, to be completed before the first of the following to occur: issuance of a certificate of occupancy for Building 6 or Building 7, or elapse of two (2) years after completion of Phase 1, and the costs therefore may be a general obligation of the District. Subdivider shall provide to the District any construction easements within the Subdivision necessary for the District to complete the installation of the Trail Improvements at no cost to the District.

The exact design, location and dimensions of and detailed plans and specifications for each of the afore-described improvements, as well as any improvements in street right-of-way or public easement not funded by District, are subject to prior approval by the City in advance of award of contract for construction or acquisition. Except as herein expressly provided, the credit of the District shall not be used for the construction or payment of any improvement, unless first expressly approved in writing by City.

3. Unauthorized/Prohibited Expenditures of District Funds

Subdivider and District agree that, except to the extent specifically authorized by Section 2 hereof, supra, or elsewhere in this Agreement, the credit or funds of the District shall not, without prior approval of City's City Council, be used for the planning, construction, acquisition, financing, maintenance, upkeep, repair or replacement, in whole or in part, of any project, facility, utility installation or connection, or connection or use related fee, or other improvement. By way of specification and not by way of limitation, Subdivider and District agree that, except to the extent specifically authorized under Section 2 hereof, District shall not, without prior approval of City's City Council, incur any indebtedness or otherwise involve its credit or expend any of its funds in the planning, construction, acquisition, installation, financing, maintenance, upkeep, repair or replacement, in whole or in part, of:

A. Any clubhouse, swimming pool, golf course, park, playground, lineal trails or other recreational land or facility, or equipping thereof or improvements thereto, except as specifically authorized herein.

B. The advancement or payment of any fee, connection fee, deposit, surcharge, demand charge or similar charge, whether or not refundable, imposed by any utility or other entity providing or contemplating providing utility-type service to the area to be developed.

C. Any Land Utilization and Preparation Costs as defined in Section 1 hereof.

D. Sidewalks and improved pedestrian ways, except as authorized herein.

E. Any grading costs, except finish grading for street improvements within street rights-of-way dedicated per plat. The cost of such finish grading shall be one hundred percent (100%) specially assessed.

F. Any sodding, seeding, tree or plant planting, or other landscaping, including that contemplated on street right-of-way or other public property, except as otherwise expressly provided herein.

G. The payment of any sewer or water connection fee, sewer use or treatment fees, or water charge for lots or properties within or without the Subdivision, provided, however, that District funds may be used for payment of any pioneer water main fee or charge, the entire cost of which shall be specially assessed.

H. Any gas distribution system or any external gas supply line.

I. The purchase or acquisition of real estate or interest therein, except as otherwise authorized by City.

J. Costs of abandonment, relocation or modification of existing utilities or transmission facilities or easements, including electrical, communication, gas or petroleum product transmission lines, pipes or facilities.

K Costs of installation, maintenance and removal of silt ponds, silt fences and other erosion control measures, except for supplemental measures temporarily utilized for the sole purpose of protection of specific street improvements within street rights-of-way dedicated per plat during the course of construction of such improvements.

L. Perimeter or other fencing for Subdivision or part thereof.

M. Cost of open drainage and detention and/or temporary retention of storm waters, whether above or below ground.

N. The cost of wetland mitigation, if any, whether on site or off site.

O. The cost of any traffic study, unless approved in advance by the City Administrator.

P. The cost of lighting, landscaping or natural screening of private property, or except as otherwise expressly authorized by this Agreement, of public property or right-of-way.

Q. The cost of deceleration lanes, except as herein otherwise expressly provided.

R. The cost of paving or otherwise improving parking areas, or drive approaches or similar access from the regular paving line of streets.

4. Allocation of Cost of Improvements

Subdivider, District and City agree that the cost of all improvements constructed by the District and/or the Subdivider within or serving the Subdivision as authorized by Section 2, supra, or elsewhere in this Agreement shall be defrayed as follows:

A. Paving. The cost of paving and related expenses shall be defrayed as follows: One hundred percent (100%) of the cost of modifying 99th Street and Harrison Street, as shown on Exhibit "E" shall be paid as a general obligation credit of the District, except for the removal of existing paving, or the cost of any work outside the District, which shall be a Subdivider cost as provided in Section 2.

B. Traffic Control Signalization. The cost of traffic control signalization and installation thereof at 99th and Harrison Streets, when warranted, shall be paid for in accordance with the Original Subdivision Agreement, provided, however, Subdivider, on behalf of the Developer, shall, prior to the recording of the Plat, pay to the District the sum of Twenty-Five Thousand Dollars ($25,000.00) for Developer's total share of the cost of installing the traffic signal, and upon such payment, neither the Subdivider nor the Developer shall have any further liability or obligation with respect to the installation of the traffic signal or for any costs associated therewith, notwithstanding anything contained in the Original Subdivision Agreement to the contrary.

C. Median and Signage Plan. The cost of completing the work contemplated in the Median and Signage Plan (Exhibit "F") shall be paid for by the Subdivider as a private cost and no credit of the District may be used.

D. Trail Plan. The cost of installing the trail and other improvements, as shown on Exhibit "G", shall be paid as a general obligation credit of the District.

E. La Vista Special Sewer/Drainage Fee. The City of La Vista imposes a special sewer/drainage fee. The total estimated fee for the Subdivision at current rates is $236,808, computed as follows:

Phase 1 – 84 units @ $858 per unit:	$ 72,072
Phase 2 – 192 units @ $858 per unit:	$164,736
Total Aggregate Fee Both Lots	$236,808

The sanitary sewer connection fees shall be paid and collected as provided for in the Original Subdivision Agreement, except that payment shall be made at the time the building permit is issued and at the rates in effect at the time. The credit of the District shall not be used for purposes of payment of these fees.

F. Land Utilization and Preparation Costs. Land utilization and preparation costs as defined in Section 1 hereof shall be paid solely by Subdivider and no funds or credit of the District may be used in conjunction therewith.

G. Storm Sewer. One hundred percent (100%) of the cost of all storm sewers within the right-of-way of the Subdivision, or functioning as a transporter of storm water to points outside the Subdivision, including manholes, inlets and other appurtenances, for storm sewers twenty-four inches (24") in size or less shall be specially assessed. Any public storm sewer located in a

public street within the Subdivision, the size of which is in excess of twenty-four inches (24") in size, may be generally obligated for the difference in material and installation cost between a twenty-four inch (24") pipe and the actual size required, which difference shall be a general obligation credit of the District. No portion of manholes, inlets or appurtenances may be general obligation.

H. Sanitary Sewer. One hundred percent (100%) of the cost of all sanitary sewers constructed within or serving the Subdivision, including manholes and other appurtenances, as shown on Exhibit "K-1" shall be paid solely by Subdivider without the use of the District's credit.

I. Water and Electrical. All costs of causing the installation of water and electrical distribution systems and the operation, maintenance and upkeep thereof within the Subdivision, including any contract charges, shall be paid by Subdivider and no District funds shall be used.

J. Other Improvements. The cost of all other improvements for which public money is not herein expressly authorized shall be paid by Subdivider without use of District funds.

K. Source of Funds. Attached hereto as Exhibit "H" is breakdown of the source and use of funds for the improvements described herein.

Notwithstanding any other provision of this Agreement to the contrary, Developer, Subdivider and District covenant and agree that:

1. Any and all costs or obligations which the District shall incur in connection with any improvement, facility, infrastructure, construction, utility installation, connection fee or financing shall be specially assessed or paid by Subdivider, except to the extent expressly provided for in this Agreement to the contrary; and

2. The total amount of general obligation debt of the District arising from the District's activities and expenditures in connection with construction of improvements as provided in this Agreement shall not in the aggregate exceed the total amount of general obligation expressly authorized by the provisions of this Agreement.

5. Special Assessments. Except as provided for in the Original Subdivision Agreement or this Subdivision Agreement, there shall be no special assessments levied against the lots within the Subdivision for any public improvements contemplated by this Agreement. Any special assessment of costs of improvements of the Subdivision shall be levied against buildable sites within the Subdivision using the methodology described in Section 5 of the Original Subdivision Agreement, and the provisions of said Section 5 shall apply to the amounts levied, except to the extent otherwise required by applicable law. The City Engineer shall determine all buildable and unbuildable sites of the Subdivision.

6. General Covenants of Subdivider and District

Subdivider and District covenant, warrant and agree that:

A. Compliance with City Construction Requirements. Subdivider and District will abide by and incorporate into all contracts for improvements the provisions required by the regulations and standards of the City pertaining to construction of public improvements in Subdivisions or within street right-of-way, and testing procedures therefor. Plans for such proposed improvements and proposed maintenance agreements for said improvements shall be submitted to the City for review and approval prior to commencement of the work.

B. Preconstruction Contracts. Prior to filing of the Plat, the District will present to the City Administrator for the benefit of the City binding contracts in full force and effect between the District and contractors requiring the timely and orderly installation of improvements authorized herein for public storm sewer improvements, 99th and Harrison Streets paving improvements, 99th and Harrison Streets traffic signal underground improvements, and the Trail Improvements, and a binding agreement between the District and its fiscal agent providing for the placement of warrants and/or bonds of the District to finance the costs of the improvements authorized herein that are not to be paid for privately, and said fiscal agent's approval as to the terms of this Subdivision Agreement, satisfactory to the City Administrator.

Prior to signing and releasing the Plat for recording, the Subdivider shall provide an irrevocable letter of credit to the City of LaVista in the amount of $53,020, which amount represents one hundred ten percent (110%) of the estimated costs to Subdivider for the installation of the sanitary sewer as set forth in Section 2(E), the removal of the existing paving in 99th Street as set forth in Section 2(A), median and signage work specified in Section 4C, and construction of sidewalks as set forth in Section 8, which estimated costs are more particularly set forth on Exhibit H.

C. Administration. As regards to this Agreement and its implementation:

(1) No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of this Subdivision Agreement.

(2) The administration of this Agreement shall be through the offices of the undersigned officers for their respective entities.

D. Remedies. In addition to whatever rights of enforcement of the terms hereof are herein granted to any party, each party may avail itself of all other remedies it may have to enforce the terms hereof at law or equity. By way of specification and not by way of limitation, each of the parties expressly reserves the right to specifically enforce full compliance of the terms and conditions of this agreement by mandatory or prohibitory injunction.

E. Covenants, Etc. The covenants and agreements of Developer, Subdivider and the District set forth in this Agreement are joint and several and shall constitute covenants running with the land.

F. Non-Discrimination. In the performance of this contract, neither the District nor the Developer nor Subdivider shall discriminate against any parties or persons on account of race, national origin, sex, age, disability, political or religious affiliations in violation of federal and state laws or local ordinances.

7. Construction Standards and Procedures

District and Subdivider further agree that, as to all improvements constructed by or on behalf of the District or Subdivider or under their control or direction, that:

A. City Approvals. All improvements will be constructed in strict accordance with plans and specifications and locations approved in advance in writing by City's Engineer and in strict accordance with the City's policies and minimum standards and requirements of construction and testing procedures therefor, and directions of City Engineer, and that upon completion of construction thereof, District shall furnish to City a certificate from its consulting engineer so certifying.

B. Testing. District shall cause appropriate testing of materials and work finished in respect to the construction of improvements and shall furnish City's engineers with copies of test results. City's engineers may order additional paving core tests, sewer televising or other tests, the cost of which shall be paid by District to the party performing the testing procedures, which additional testing costs shall also be a cost of the improvement. Neither the Subdivider nor the District nor any other party shall be entitled to rely upon any inspections made by the City for any purpose whatsoever. The sole responsibility for proper inspection and certification as to completion remains with the District and its engineers.

C. Construction Record Drawings. District shall cause "Construction Record Drawings", in reproducible form, and specifications for all such improvements that District shall have heretofore or hereafter constructed within the area to be developed to be furnished to City, in triplicate, promptly and without cost to the City. All such plans shall be submitted on reproducible mylar, except where the City agrees otherwise. The engineering costs attributable to the production of said "Construction Record Drawings" shall be an engineering fee within the meaning of Subsection 1-D, supra. District shall, prior to the District's advertising for bids for any improvement within the area to be developed, require District's Engineers to file with the City said Engineers' separate written assurance and agreement that said "Construction Record Drawings" will be prepared and filed with the City upon the completion of each improvement.

D. Compliance With Law. All such improvements shall comply with all applicable federal and state laws and regulations in general and with all applicable ordinances and regulations of the City in reference to construction, use, operation and maintenance.

E. Compliance with City Engineer Determinations. In the event that City's Engineer determine that there is anything in the construction, use, maintenance or operation of any such improvements which will, in the opinion of City's Engineers, be detrimental to any other improvement or utility constructed or to be constructed in the same street right-of-way or easement, District will, on notice thereof, promptly cause its engineers to jointly review and evaluate the problem with City's engineer and formulate a plan for corrective action acceptable to the City Engineer which shall be implemented by District at District's cost.

F. Bonds. District shall require each contractor performing work on behalf of the District to furnish a performance and maintenance bond, and to warrant the work against any defects for a minimum of two years after completion, with District and City as joint and several obligees thereon, which bond and warranty shall be subject to the City approval as to surety, form and terms.

G. Easements. Any easements required from Developer or District for improvements shall be provided at no cost to the District.

H. Subdivider Improvements. Subdivider shall be jointly and severally liable with District to satisfy all requirements of this Section 7 with respect to any improvements required of Subdivider under this Subdivision Agreement.

8. Sidewalks

Subdivider, at no cost to the District or City, shall install or cause to be installed sidewalks along the east side of 99th Street prior to opening of any building thereon. Such sidewalks shall be constructed at Subdivider's expense and the credit of the District shall not be used in conjunction therewith. All sidewalks,

whenever installed, shall be constructed in accordance with the City sidewalk regulations and policies as they may from time to time exist, and shall be maintained at Subdivider's expense.

9. Maintenance of Improvements

The District shall continuously and permanently maintain and keep in good repair, and reconstruct or replace if necessary, all improvements authorized to be constructed by District within the boundaries of the District pursuant to Section 2, supra, or elsewhere in this Agreement, except to the extent otherwise provided in this Subdivision Agreement. Prior to expending District credit or funds on any major repairs, if permitted by this Agreement, District shall first make a determination that the project would not be covered by the performance bond and/or any separate maintenance bond or warranty executed or provided by the contractor involved in the original construction of said improvement. Any repairs or series of repairs in respect to which the District's share of the cost is reasonably estimated to be or is more than Ten Thousand Dollars ($10,000) shall be subject to prior approval of the City. Prior approval of the City also is required before the District commences any maintenance, repair, reconstruction or replacement of improvements by general obligation or warrant. Subdivider shall continuously and permanently maintain and keep in good repair, and reconstruct or replace if necessary, all improvements Subdivider constructs or makes or causes to be constructed or made with respect to development of the Subdivision, including, but not limited to, landscaping. Provided, however, that Subdivider each year shall contribute an equal share of the annual cost of perpetual maintenance of landscaping and signage along 99th Street, including the roundabout, by developer or Homeowners' Association pursuant to Sections 8D and 10A of the Original Subdivision Agreement. Not in limitation of any of the foregoing, all landscaping within the Subdivision shall be warranted by the landscape contractor for at least two growing seasons, and any replacement, repair or reconstruction shall be of equal or better quality and quantity.

10. Connection Permit and Fees. Before any connection from any premises to the sanitary sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City. Connections and use of sewers further shall be subject to any provisions of Section 15 of the Original Subdivision Agreement that are not expressly set forth below.

11. City Right of Disconnection. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sanitary sewer of any industry, or other sewer user within the area to be developed, which is discharging into the sanitary sewer system in violation of any applicable ordinances, statute, rule, or regulation.

12. Compliance With City Regulations, Etc. The District and Subdivider expressly agree that they are and shall be:

(1) Bound by and to any provisions of any ordinances, rules and regulations as existing or hereafter made and adopted by the City of La Vista applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City of La Vista; and

(2) Bound by any terms and provisions which by ordinance, resolution, or rule exists or which the City of La Vista shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City of La Vista or sewer within its zoning or health jurisdiction.

13. Additional Special Covenants and Agreements

Subdivider and District further covenant and agree as follows:

A. Existing Wetlands/Mitigation. The development of the Subdivision will impact approximately .36 acres of existing wetlands for which the Subdivider will create no less than .72 acres of wetlands in an off-site location (see Exhibit "I") as more fully described in the Subdivider 404 Permit, as approved or amended by the Department of the Army. Developer and Subdivider warrant that, as of the date hereof, the Subdivider 404 Permit for the Subdivision is in good standing and effect, and that no breach exists thereunder, and that the District, Subdivider or Developer shall not take any action or suffer any omission that will violate or impair the privileges or use under said permit. Subdivider at its cost shall be responsible for satisfying all requirements of the Subdivider 404 Permit.

B. Storm Water Detention. In regards to storm water detention facilities:

(1) Subdivider's construction of storm water detention basins and facilities within the Subdivision shall be in accordance with Exhibit "D" attached hereto. Construction of storm water detention basins and facilities within Phase 1 shall be completed before a certificate of occupancy is issued for any building within Phase 1; and construction of storm water detention basins and facilities within Phase 2 shall be completed before a certificate of occupancy is issued for any building within Phase 2.

(2) Any change of a location of a detention basin from that shown on Exhibit "D"" shall require approval of the City Administrator, as will any relocation of the basin from its City approved location.

(3) The detention basins shall be on private property and no District funds or credit shall be involved in their construction, maintenance and repair. Developer at its cost shall be responsible for construction and continuous and permanent maintenance and repair of all detention basins and facilities.

(4) Subdivider shall execute and deliver to City in form satisfactory to City an access easement to all detention basins authorizing the City, in its sole and absolute discretion to inspect such facilities and to require the Subdivider to clean, maintain and repair such facilities as may be needed. City's exercise of such rights or privileges shall be at City's absolute and sole discretion without liability to the City.

(5) Any relocation of detention facilities will require release of an old easement and grant of a substitute easement in form satisfactory to City.

C. Annexation. District, Developer and Subdivider each hereby agrees not to directly or indirectly fund or pursue, or encourage any other person to fund or pursue, any lawsuit or other action contesting annexation of the Subdivision or District, or any part thereof, by the City. Provided, however, if only part of the District is annexed, the District does not waive its right to contest a proper division of assets and liabilities of the District. All parties agree that the City shall not be obligated to annex the Subdivision or District, or any part thereof.

D. All publicly used roadways and driveways and other public improvements within the Plat shall be constructed to City approved specifications. The City shall have access to, over and otherwise with respect to all such roadways, driveways and other improvements 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 for the exercise of all rights granted or reserved to City by this Subdivision Agreement.

E. Original Subdivision Agreement Remains in Effect. Subdivider, Developer, District and City agree that the terms and conditions of the Original Subdivision Agreement shall continue in full force and effect, except to the extent modified by this Subdivision Agreement.

F. Within 90 days after this Agreement is executed, the Subdivider will enter into a maintenance agreement with the District and City for the Subdivision which will obligate the Subdivider on a permanent and continuous basis to provide for proper and continuous maintenance and upkeep within the Subdivision, in form and content satisfactory to City Administrator. Upon its execution, the maintenance agreement shall be incorporated herein by this reference.

G. Before Subdivider directly or indirectly sells or otherwise transfers any interest in the property within the Subdivision, or any entity owning said property, such that after the sale or transfer Subdivider will not have exclusive ownership or control of all property within the Subdivision, Subdivider, before proceeding with such sale or transfer, shall commit and dedicate all property within the Subdivision under a declaration of covenants, conditions, restrictions and easements in form and content satisfactory to the City and providing for ongoing coordinated, common maintenance, upkeep and repair of the property and structures and other improvements of the Subdivision, including, but not limited to common areas, similar to maintenance requirements of Exhibit H-1 and H-2 of the Original Subdivision Agreement. This Subsection G shall not apply to the transfer of an interest pursuant to residential leases of individual units to tenants or initial transfer of a security interest in the property in conjunction with financing improvements of the Subdivision, though it would apply to any subsequent transfer incident to foreclosure of the security interest or otherwise.

H. If Subdivider fails to timely and fully perform any responsibility set forth in this Subsection F or G of this Section, the City, at its option, may itself take such curative or remedial action as it determines appropriate, or cause such action to be taken, and assess any cost thereof against the Subdivider.

I. Subdivider shall be responsible for ensuring compliance with requirements regarding erosion control when developing the Subdivision, specifically including requirements provided in Section 18J of the Original Subdivision Agreement.

J. The parties agree that City shall have the option to locate, place and maintain a City entrance sign on land adjacent to right of way and southwest corner of 96th and Harrison Streets; and Subdivider, Developer and District agree to cooperate with City and facilitate the same, including, but not limited to, providing any required easements at no cost to the City.

K. Any City approval required under this Subdivision Agreement must be in writing to be effective.

L. Subdivider and District agree that the City will be paid an amount equal to two percent (2%) of the actual construction cost of all improvements constructed within or serving the Subdivision, as provided hereunder, in the manner set forth in Section 12 of the Original Subdivision Agreement; notwithstanding anything in this Agreement or Exhibits hereto to the contrary.

M. All paving modifications, underground signal work and landscaping for 99th and Harrison Street improvements must be completed before issuance of any certificate of occupancy for any building within the Subdivision.

14. Section 14 is hereby intentionally left blank.

15. Planned Unit Development

Subdivider has requested PUD-1 Planned Unit Development zoning for the Subdivision under Section 5.15 of the La Vista Zoning Ordinance No. 848, and Subdivider' applications and City approvals shall be thereunder, and all grading, installation of infrastructure, development and buildout shall be in strict accord with the provisions of said Section and the approved Cimarron Terrace Planned Unit Development, a copy of the which is attached hereto as Exhibit "J", except as shall be amended by the City Council in the required manner. The application for the PUD-1 Planned Unit Development, as amended, ("Application") is incorporated herein by this reference, and said Application, as well as the underlying residential zoning district and sub-area secondary overlay of the Gateway Corridor Overlay District regulations, shall continue to be applicable and govern within the Subdivision, except as provided for in the approved Cimarron Terrace Planned Unit Development Plan, Conditional Use Permit or this Agreement. The meaning of words in City Ordinances, including, but not limited to, Ordinance No. 848, as periodically amended or superseded, shall control the meaning of the same words when used herein, except where the meaning herein is clearly intended to be otherwise. ***(We will need to develop an Exhibit J acceptable to all parties)*** Construction of buildings, structures and other improvements of Phase 1 of the Subdivision will commence within 24 months after the date of City Council approval of the Conditional Use Permit and will be completed within 18 months thereafter. Construction of Phase 2 may be constructed after the completion of the first phase as economics and demand warrant and in accordance with a schedule approved by the City.

16. Agreements Herein Constitute Covenants Running with Land

This Subdivision Agreement and the agreements and understandings contained or incorporated herein constitute covenants running with the land and shall be binding, jointly and severally, upon the District, Subdivider and Developer, and their respective successors, heirs, assigns, lenders, mortgagees and others gaining or claiming an interest or lien against any property within the Subdivision tract. This Agreement shall be subject to approval of the City Council and cannot be changed without City Council approval and a written amendment executed by a proper City official.

17. Acknowledgement of Obligations

The parties hereto acknowledge and agree that, notwithstanding anything contained in this Agreement to the contrary, this Subdivision Agreement shall be subject to Subdivider purchasing all land within the Subdivision from Developer within 120 days after the City executes this Subdivision Agreement. Failure of Subdivider to purchase said land within the specified time will render this Subdivision Agreement null and void and of no effect; provided, however, the City, upon written approval of the City Administrator, shall have the option to periodically extend the time for Subdivider to purchase said land and thereby satisfy the condition of this Section 17.

18. Exhibits/Supplemental Agreements Summary

Except as otherwise noted, the following attached Exhibits were prepared by E & A Consulting Group, Inc. engineers for District and Subdivider. The Exhibits (Exhibits "A" thru "J") and the Schedule of Supplemental Agreements (Exhibit "K") are attached hereto and made a part of this Subdivision Agreement and are incorporated herein by this reference as follows:

Exhibit "A": Plat

Exhibit "B": Subdivider's 404 Permit

Exhibit "C":	Conditional Use Permit
Exhibit "D":	Storm Water Detention Plan
Exhibit "E":	Paving and Median Plan
Exhibit "F":	Median and Signage Plan
Exhibit "G":	Trail Plan
Exhibit "H":	Sources and Uses *(to be revised)*
Exhibit "I":	Wetlands Mitigation Plan
Exhibit "J":	Planned Unit Development
Exhibit "K-1"	Public Sanitary Sewer Plan and Profile
Exhibit "K-2"	Public Storm Sewer Plan and Profile
Exhibit "L"	Harrison Street & 99th Street Traffic Signal Plan
Exhibit "M"	Schedule of Supplemental Agreements or Documents:

(1) Original Subdivision Agreement
(2) Application for the PUD-1 Planned Unit Development
(3) Post Construction Storm Water Management Plan

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:

_____

Pedcor Investments-2008-CXVII, L.P.

By: La Vista Housing Company, LLC, its general partner

By: Pedcor Investments, A Limited Liability Company, its manager

Dated: _____

By: _____
Thomas G. Crowe, Executive Vice President

ACKNOWLEDGMENT OF NOTARY

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 2010, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be the Executive Vice President of Pedcor Investments, A Limited Liability Company, the manager of La Vista Housing Company, LLC, the general partner of Pedcor Investments-2008-CXVII, L.P., and the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said partnership.

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

_____
Notary Public

TORCO DEVELOPMENT, INC., a Nebraska corporation,

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 2010, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be the _____ of Torco Development, Inc., and the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation

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

_____
Notary Public

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT NO. 237 OF SARPY COUNTY, NEBRASKA

_____

Clerk of Said District

By _____

Chair of the Board of Trustees

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

On this _____ day of _____, 2010, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be the Chair of the Board of Trustees of Sanitary and Improvement District No. 237 of Sarpy County, Nebraska, and _____, to me personally known to be the Clerk of the Board of Trustees of Sanitary and Improvement District No. 237 of Sarpy County, Nebraska, the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said Sanitary and Improvement District No. 237.

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

_____

Notary Public

ATTEST: CITY OF LA VISTA.

_____ By: _____

City Clerk Douglas Kindig, Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

On this _____ day of _____, 2010, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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

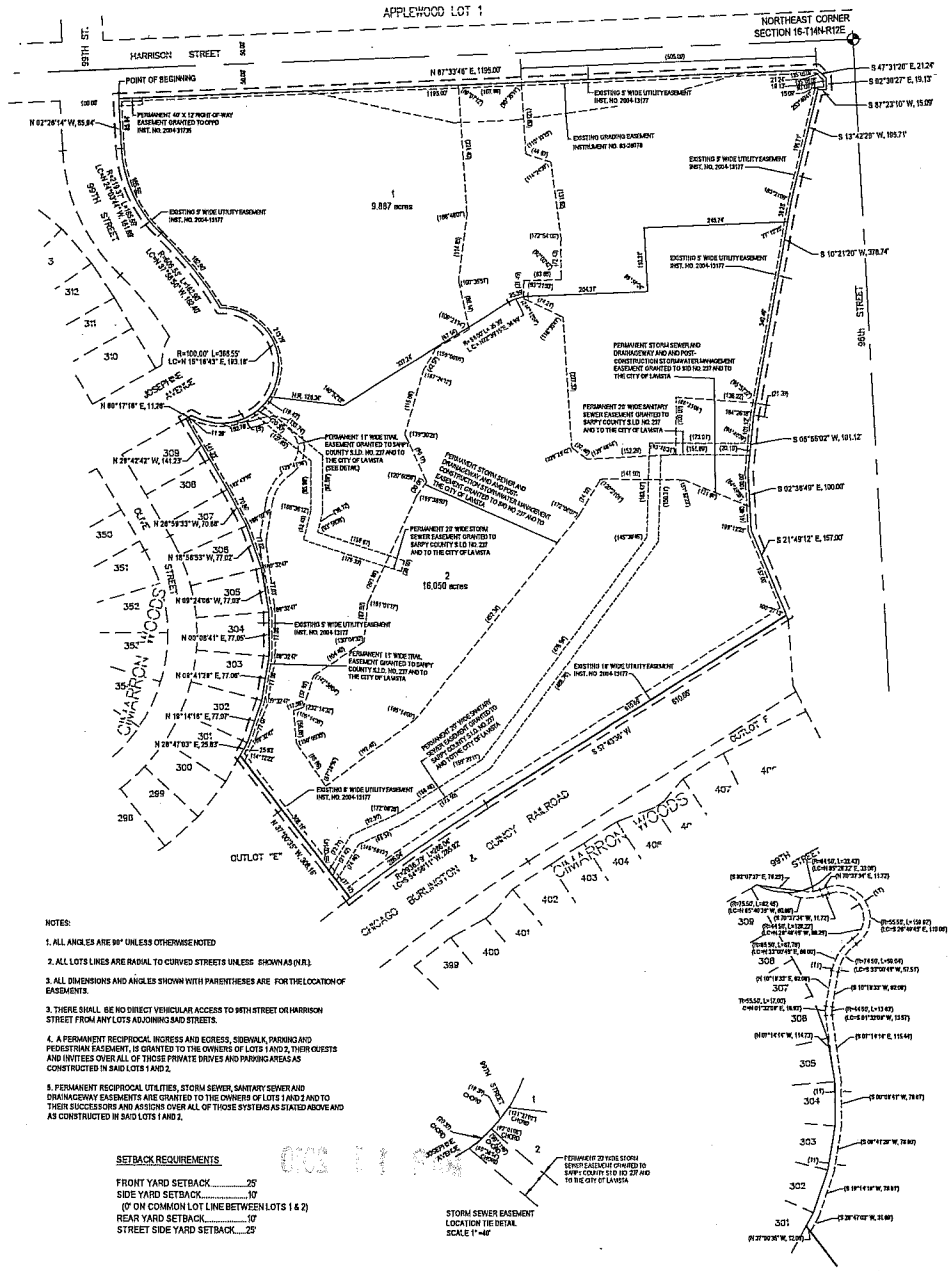
_____

Notary Public

CIMARRON WOODS REPLAT TWO

LOTS 1 AND 2

A REPLATTING OF ALL OF LOT 380, CIMARRON WOODS, A SUBDIVISION LOCATED IN THE NORTH 1/2 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED

2. ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS (N.R.).

3. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.

3. THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO 96TH STREET OR HARRISON STREET FROM ANY LOTS ADJOINING SAID STREETS.

4. A PERMANENT RECIPROCAL INGRESS AND EGRESS, SIDEWALK, PARKING AND PEDESTRIAN EASEMENT, IS GRANTED TO THE OWNERS OF LOTS 1 AND 2, THEIR GUESTS AND INVITEES OVER ALL OF THOSE PRIVATE DRIVES AND PARKING AREAS AS CONSTRUCTED IN SAID LOTS 1 AND 2.

5. PERMANENT RECIPROCAL UTILITIES, STORM SEWER, SANITARY SEWER AND DRAINAGEWAY EASEMENTS ARE GRANTED TO THE OWNERS OF LOTS 1 AND 2 AND TO THEIR SUCCESSORS AND ASSIGNS OVER ALL OF THOSE SYSTEMS AS STATED ABOVE AND AS CONSTRUCTED IN SAID LOTS 1 AND 2.

SETBACK REQUIREMENTS

FRONT YARD SETBACK.....25'
SIDE YARD SETBACK.....10'
(0' ON COMMON LOT LINE BETWEEN LOTS 1 & 2)
REAR YARD SETBACK.....10'
STREET SIDE YARD SETBACK.....25'

STORM SEWER EASEMENT LOCATION TIE DETAIL
SCALE 1"=40'

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY AT ALL CORNERS OF ALL ANGLE POINTS AND ENDS OF ALL CURVES IN CIMARRON WOODS REPLAT TWO, A REPLATTING OF ALL OF LOT 380, CIMARRON WOODS, A SUBDIVISION LOCATED IN THE NORTH 1/2 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 380, CIMARRON WOODS, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF 99TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET; THENCE N87°33'46"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 380, CIMARRON WOODS, SAID LINE ALSO BEING SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET, A DISTANCE OF 1195.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 380, CIMARRON WOODS, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET AND THE WESTERLY RIGHT-OF-WAY LINE OF 96TH STREET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 96TH STREET, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 380, CIMARRON WOODS ON THE FOLLOWING DESCRIBED COURSES: THENCE S47°31'26"E, A DISTANCE OF 212.60 FEET; THENCE S82°39'27"E, A DISTANCE OF 19.13 FEET; THENCE S87°23'10"W, A DISTANCE OF 15.09 FEET; THENCE S13°42'25"W, A DISTANCE OF 185.71 FEET; THENCE S10°21'20"W, A DISTANCE OF 378.74 FEET; THENCE S05°59'02"W, A DISTANCE OF 101.12 FEET; THENCE S02°38'49"E, A DISTANCE OF 100.00 FEET; THENCE S21°49'12"E, A DISTANCE OF 157.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 380, CIMARRON WOODS, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF 96TH STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON & QUINCEY RAILROAD; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 380, CIMARRON WOODS, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON & QUINCEY RAILROAD ON THE FOLLOWING DESCRIBED COURSES; THENCE S57°40'09"W, A DISTANCE OF 810.45 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 2836.79 FEET, A DISTANCE OF 208.04 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S54°36'11"W, A DISTANCE OF 208.00 FEET TO THE SOUTHERLY CORNER OF SAID LOT 380, CIMARRON WOODS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF OUTLOT "E", SAID CIMARRON WOODS; THENCE N32°02'05"W ALONG THE EASTERLY LINE OF SAID OUTLOT "E", CIMARRON WOODS, AND ALSO ALONG THE SOUTHERLY LINE OF SAID LOT 380, CIMARRON WOODS, A DISTANCE OF 308.16 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "E", CIMARRON WOODS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 380, CIMARRON WOODS, SAID POINT ALSO BEING ON THE EASTERLY LINE OF LOT 391, CIMARRON WOODS; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 391, SAID CIMARRON WOODS, AND ALSO ALONG THE EASTERLY LINE OF LOTS 392 THRU 399 INCLUSIVE, SAID CIMARRON WOODS, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 380, CIMARRON WOODS ON THE FOLLOWING DESCRIBED COURSES; THENCE N28°47'03"E, A DISTANCE OF 25.83 FEET; THENCE N18°14'16"E, A DISTANCE OF 77.97 FEET; THENCE N08°41'26"E, A DISTANCE OF 77.06 FEET; THENCE N00°08'41"E, A DISTANCE OF 77.05 FEET; THENCE N09°24'06"W, A DISTANCE OF 77.02 FEET; THENCE N18°58'53"W, A DISTANCE OF 77.02 FEET; THENCE N28°59'33"W, A DISTANCE OF 70.98 FEET; THENCE N29°42'42"W, A DISTANCE OF 141.23 FEET TO THE NORTHEAST CORNER OF SAID LOT 399, CIMARRON WOODS, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF JOSEPHINE AVENUE; THENCE EASTERLY AND NORTHERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF JOSEPHINE AVENUE, AND ALSO ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 99TH STREET, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 380, CIMARRON WOODS ON THE FOLLOWING DESCRIBED COURSES: THENCE N89°17'18"E, A DISTANCE OF 11.26 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, A DISTANCE OF 152.76 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N75°31'26"E, A DISTANCE OF 138.34 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, A DISTANCE OF 213.29 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N28°29'06"W, A DISTANCE OF 175.34 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 695.53 FEET, A DISTANCE OF 162.90 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N37°58'57"W, A DISTANCE OF 162.40 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 219.37 FEET, A DISTANCE OF 165.59 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N24°03'44"W, A DISTANCE OF 161.59 FEET; THENCE N02°26'14"W, A DISTANCE OF 85.84 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 1,129,797 SQUARE FEET OR 25.937 ACRES, MORE OR LESS.

JASON HEADLEY, LS-604 — DATE

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF CIMARRON WOODS REPLAT TWO (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATE — COUNTY TREASURER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, TORCO DEVELOPMENT, INC., OWNERS OF THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AND MARKED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS CIMARRON WOODS REPLAT TWO (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, QWEST COMMUNICATIONS AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL FRONT BOUNDARY LOT LINES; AN EIGHT-FOOT (8') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN-FOOT (16') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION. SAID SIXTEEN-FOOT (16') WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8') WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT OF OMAHA AND BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

TORCO DEVELOPMENT, INC.

BY: GERALD L. TORCZON, PRESIDENT

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF SARPY)

ON THIS _____ DAY OF _____, _____, BEFORE ME A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, APPEARED GERALD L. TORCZON, PRESIDENT OF TORCO DEVELOPMENT, INC., PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED AS PRESIDENT OF SAID CORPORATION.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

REVIEW OF SARPY COUNTY SURVEYOR

THIS PLAT OF CIMARRON WOODS REPLAT TWO (LOTS NUMBERED AS SHOWN) WAS REVIEWED BY THE OFFICE OF THE SARPY COUNTY SURVEYOR ON THIS _____ DAY OF _____, _____.

SARPY COUNTY SURVEYOR

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF CIMARRON WOODS REPLAT TWO (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ON THIS _____ DAY OF _____, _____, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

ATTEST _____
CITY CLERK

MAYOR

ACCEPTANCE BY SARPY COUNTY REGISTER OF DEEDS

RECORDED ON THIS _____ DAY OF _____, _____

SARPY COUNTY REGISTER OF DEEDS — DATE

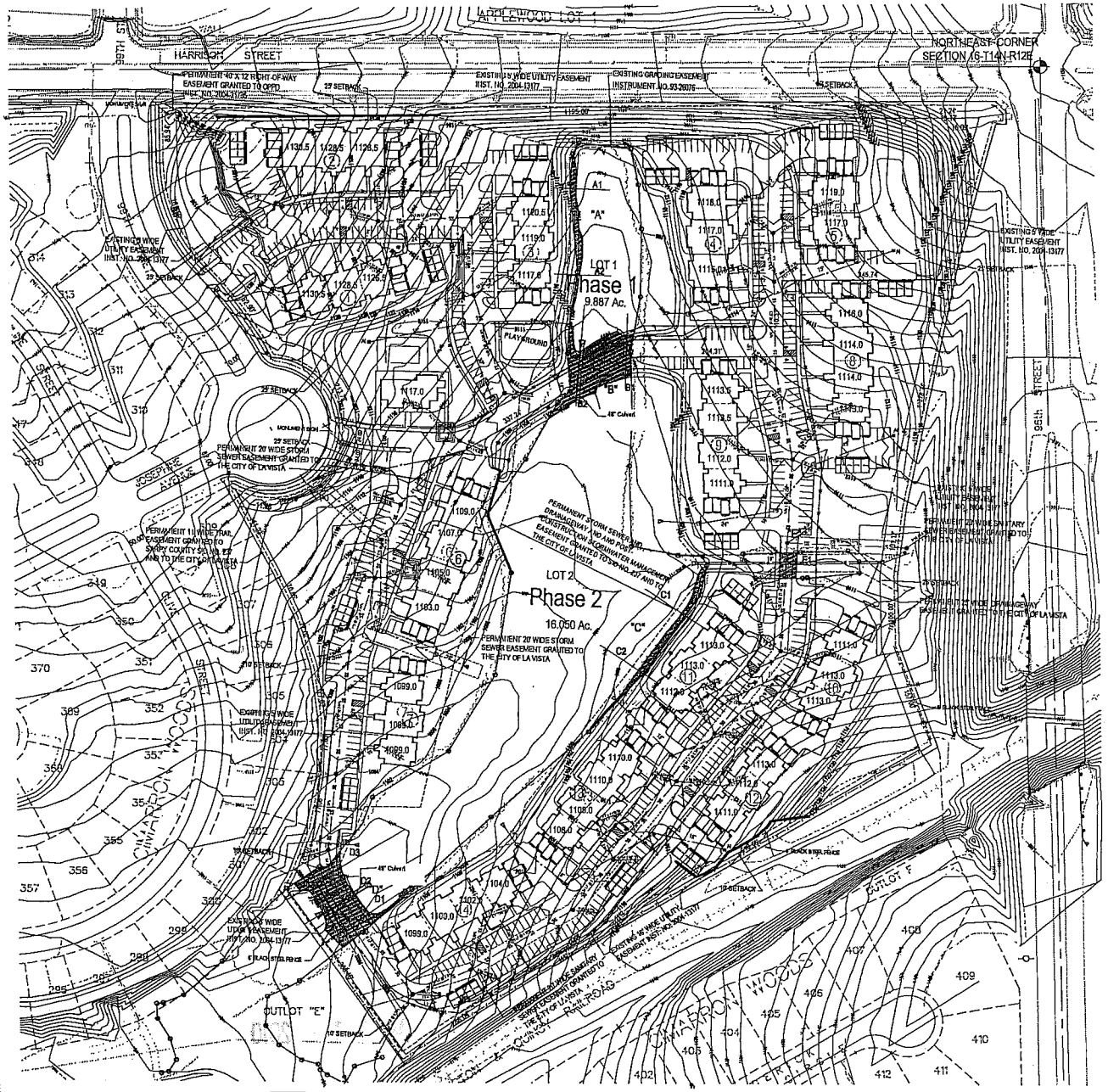
EXHIBIT "A"

E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154
PHONE (402) 895-4700 FAX (402) 895-3599
www.eacg.com

CIMARRON WOODS REPLAT TWO
LA VISTA, NEBRASKA

FINAL PLAT

Proj No:	P2005.153.02	Revisions	
Date:	09/28/2005	No	Date
Designed By:	MAW	1	3-23-06
Drawn By:	LDD	2	12-14-06
Scale:	1" = 100'		
Sheet	1 of 1		


HARRISON STREET
NORTHEAST CORNER SECTION 16-T14N-R12E
LOT 1
Phase 1
9.887 Ac.
LOT 2
Phase 2
16.050 Ac.
"A"
"B"
"C"
CIMARRON WOODS DRIVE
JOSEPHINE AVENUE
96th STREET
OUTLOT "E"
OUTLOT F
EXISTING 30' WIDE UTILITY EASEMENT INST. NO. 2004-13177
EXISTING GRADING EASEMENT INSTRUMENT NO. 93-29076
PERMANENT 40' X 12' RIGHT-OF-WAY EASEMENT GRANTED TO OPPD INST. NO. 2004-31756
PERMANENT 20' WIDE STORM SEWER EASEMENT GRANTED TO THE CITY OF LA VISTA
PERMANENT 20' WIDE SANITARY SEWER EASEMENT GRANTED TO THE CITY OF LA VISTA
PERMANENT 20' WIDE DRAINAGEWAY EASEMENT GRANTED TO THE CITY OF LA VISTA
PERMANENT 11' WIDE TRAIL EASEMENT GRANTED TO SARPY COUNTY SID NO. 57 AND TO THE CITY OF LA VISTA
PERMANENT STORM SEWER AND DRAINAGEWAY EASEMENT AND POST CONSTRUCTION STORMWATER MANAGEMENT AGREEMENT GRANTED TO SID NO. 57 AND TO THE CITY OF LA VISTA
EXISTING 16" WIDE UTILITY EASEMENT INST. NO. 2004-13177
EXISTING 8" WIDE UTILITY EASEMENT INSTRUMENT NO. 2004-13177
EXISTING 8" WIDE SANITARY SEWER EASEMENT GRANTED TO THE CITY OF LA VISTA INST. NO. 2004-13177
EXISTING 30' WIDE UTILITY EASEMENT INST. NO. 2004-13177
EXISTING 8" WIDE UTILITY EASEMENT INSTRUMENT NO. 2004-13177
EXISTING 8" WIDE UTILITY EASEMENT INST.

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
NEBRASKA REGULATORY OFFICE – WEHRSPANN
8901 SOUTH 154TH STREET, SUITE 1
OMAHA, NEBRASKA 68138-3635

REPLY TO
ATTENTION OF

https://www.nwo.usace.army.mil/html/od-rne/nehome.html

October 1, 2009

Mr. Mike Smith
Pedcor Investments 2008-CXVII, L.P.
One Pedcor Square 770 3rd Ave., SW
Carel, Indiana 46032

RE: 2009-01538-WEH—Cimarron Woods Lot 380—Cimarron Woods Apartment Complex

Dear Mr. Smith:

We have reviewed your request for Department of the Army authorization for the construction of three road crossings and two embankment fills impacting 0.36 acres of riverine PSSA/C wetlands and 220 linear feet of an unnamed tributary to West Papillion Creek. The work will be carried out in accordance with your complete application received on September 4, 2009. The project is located in the N ½ of Section 16, Township 14 North, Range 12 East, Sarpy County, Nebraska.

We have prepared a preliminary jurisdictional determination (JD) for the site which is a written indication that waterways within your project area may be Waters of the United States. Such waters have been treated as jurisdictional Waters of the U.S. for purposes of computation of impacts and compensatory mitigation requirements. If you concur with the findings of the enclosed preliminary JD, please sign it and return it to the letterhead address within two weeks.

If you believe the preliminary JD is inaccurate, you may request this office complete an approved JD prior to your commencement of any work in a Water of the U.S. An approved JD is an official determination regarding the presence or absence of Waters of the U.S. Completion of an approved JD may require coordination with the U.S. Environmental Protection Agency.

If you do not want the U.S. Army Corps of Engineers (Corps) to complete an approved JD, you may proceed with the proposed project in accordance with the terms and conditions of Department of the Army Nationwide Permit No. 29 found in the March 12, 2007 Federal Register (72 FR 11092), Reissuance of Nationwide Permits. Enclosed is a fact sheet that fully describes this Nationwide Permit and lists the General and Regional Conditions that must be complied with.

This authorization is subject to the following regional condition(s):

1. All areas disturbed by construction shall be revegetated with appropriate perennial, native grasses and forbs and maintained in this condition. *Phalaris arundinacea* (Reed Canary Grass), *Lythrum salicaria* (Purple Loosestrife), *Bromus inermus* (Smooth Brome), *Phragmites, sp.* (Common Reed, River Reed) and *Tamarix, sp.* (Salt Cedar), are NOT appropriate choices of vegetation. The disturbed areas shall be reseeded concurrent with the project or immediately upon completion. Revegetation shall be acceptable when ground cover of desirable species reaches 75%. If this seeding cannot be accomplished by September 15 the year of project completion, then an erosion blanket shall be placed on the disturbed areas. The erosion blanket shall remain in place until

EXHIBIT "B"

ground cover of desirable species reaches 75%. If the seeding can be accomplished by September 15th, all seeded areas shall be properly mulched to prevent additional erosion.

2. The permittee and/or the permittee's contractor or any of the employees, subcontractors or other persons working in the performance of a contract or contracts to complete the work authorized herein, shall cease work and report the discovery of any previously unknown historic or archeological remains to the Nebraska Regulatory Office. Notification shall be by telephone (402) 896-0896 or FAX (402) 896-0997 within 24 hours of the discovery and in writing within 48 hours. Work shall not resume until the permittee is notified by the Nebraska Regulatory Office.

This authorization is subject to the following special condition(s):

1. Prior to construction, the permittee shall provide to the above Regulatory Office address the proposed date of commencement of any filling activity and the completion date of the wetland mitigation site.

2. Concurrent with construction, silt curtains or other sediment control measures will be employed to reduce soil erosion and sedimentation into waters of the U.S. The amount of sediment entering waters of the U.S. and leaving the site shall be reduced to the maximum extent practicable. If the permittee fails to institute all appropriate measures, the Corps reserves the option to halt all earthmoving operations until the erosion/sedimentation problems are corrected.

3. Wetland impacts shall be mitigated at a minimum ratio of 2.0 acres of created wetland for every 1.0 of impacted wetland. The project will impact 0.36 acre of riverine PSSA/C wetland: therefore, no less than 0.72 acres of riverine PSSA/C wetlands shall be created.

a. The final mitigation plan received from Hayes Environmental on September 4, 2009 is approved by the Corps and shall be incorporated by reference into this permit.

b. The Corps must be notified by documentation, verifying the mitigation site was constructed and seeded concurrently with any filling activities, no later than May 1, 2010. If the filling activities are scheduled to take start after May 1, 2010 the Corps of Engineers must be notified to ensure proper construction schedule of the wetland mitigation site.

5. Monitoring reports of the wetland mitigation site shall be submitted to the Wehrspann Regulatory Office to ensure the mitigation site is developing properly. The mitigation site shall be delineated using the 1987 Corps of Engineers Wetland Delineation Manual. Besides the delineation information, the monitoring reports shall include, but are not limited to, the following:

a. A set of as-built plans of the mitigation site including photo reference points and soil testing holes, etc. should be clearly marked on the plans. Representative photos, taken in the growing season, showing all areas of the mitigation site. Due to the cyclic nature of wetlands, we recommend that photos be taken two or more times a year.
b. The monitoring reports shall be due December 1 of 2010, 2011, 2012, 2013 and 2014. Please contact the Wehrspann Regulatory Office if construction of the mitigation site is not completed by May 1, 2010, to ensure a proper monitoring schedule.
c. Should the mitigation fail to produce the type and level of compensation necessary at any time or after a period of five years, the permittee shall comply with the Corps' directives to

provide the required mitigation. The permittee shall assume all liability for accomplishing corrective work should the Corps determine that the compensatory mitigation has not been fully satisfactory. Remedial work may include, but is not limited to, regarding and/or replanting the site. This responsibility shall extend for a period three years upon completion of the work.

6. Buffer strips shall be set aside around the entire wetland mitigation site measuring no less than 50 feet from the edge of the wetland outward. The buffer strips shall be planted to a mixture of perennial, native grasses and forbs and maintained in this condition. Reed Canary Grass (*Phalaris arundinacea*), Purple Loosestrife (*Lythrum salicaria*) and Smooth Brome (*Bromus inermus*) are NOT appropriate choices of vegetation. Revegetation will be acceptable when ground cover of desirable species reaches 75%. The buffer strips shall be protected to ensure that it does not compromise its function. This includes not mowing the buffer strip. The permittee shall prove to the Wehrspann Regulatory Office documentation verifying that the mitigation site was constructed and seeded before May 1, 2010. This documentation may include dates of construction and seeding, planting list, seed bag tags, or receipts. Please include permit number on documentation.

7. To protect against future impacts on the wetland mitigation site, an appropriate real estate instrument shall be placed on the entire mitigation site and the buffer areas. After the completion of construction, the permittee shall provide to the Wehrspann Regulatory Office a legal description of the land to be preserved and a draft Covenant of Dedication for approval. A certified copy of the real estate instrument, as recorded with the Sarpy County Registrar of Deeds, shall be submitted to the Wehrspann Regulatory Office by May 1, 2010.

a. There shall be no construction or placement of structures or mobile homes, fences, signs, billboards or other advertising material, or other structures, whether temporary or permanent, on the land.

b. There shall be no filling, draining, excavating, dredging, mining, drilling or removal of topsoil, loam, peat, sand, gravel, rock, minerals or other materials.

c. There shall be no building of roads or paths for vehicular or pedestrian travel or any change in the topography of the land.

d. There shall be no removal, destruction, or cutting of trees or plants, spraying with biocides, insecticides, or pesticides, grazing of animals, farming, tilling of soil, or other agricultural activity. Maintenance activities are acceptable upon approval from the Corps.

e. There shall be no operation of all-terrain vehicles or any other type of motorized vehicle on the land, except for pre-existing access roads at the mitigation site.

f. This Covenant of Dedication may be changed, modified or revoked only upon written approval of the District Engineer of the Omaha District of the U.S. Army Corps of Engineers. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Iowa. This Covenant needs to be reviewed by the Corps of Engineers prior to signature to assure compliance with permit conditions.

COE representative's initial _____

g. This Covenant is made in perpetuity such that the present owner and its heirs and assigns forever shall be bound by the terms and conditions set forth herein.

8. The permittee shall be responsible for providing a complete copy of this permit document to each individual lot owner or lessee and any future lot or property owner that may be affected by the terms and conditions of this authorization. The permittee shall notify the Wehrspann Regulatory Office prior to any transfer of this authorization. The notification shall include the permit number (NE 2004-11254), previous owner and future owner to ensure proper transfer of this authorization.

This determination is applicable only to the permit program administered by the Corps. It does not eliminate the need to obtain other Federal, state or local approvals before beginning work. Specifically, you will need a Section 401 Water Quality Certification (WQC) from the Nebraska Department of Environmental Quality (NDEQ). **Please note that no work may be performed in a jurisdictional water of the U.S. until you have obtained the required Section 401 WQC.**

To apply for your Section 401 WQC, please contact Ms. Terry Hickman at the following address:

Ms. Terry Hickman
NE Department of Environmental Quality
Water Quality Division -- Planning Unit
PO Box 98922
Lincoln, Nebraska 68509-8922

Once you have received your WQC or a written waiver, you must furnish this office a copy. Upon the Corps' receipt, you may proceed with your project under the terms and conditions of the Nationwide Permit. Any additional conditions associated with the WQC must also be complied with. In the event that the State does not act upon your request within 60 days from receipt of the request, the Corps will consider WQC waived. However, before proceeding with your project, you must provide this office a copy of your correspondence to the State requesting WQC and subsequently obtain written correspondence from the Corps stating that you are authorized to proceed.

You are responsible for all work accomplished in accordance with the terms and conditions of the Nationwide Permit. If a contractor or other authorized representative will be accomplishing the work authorized by the Nationwide Permit in your behalf, it is strongly recommended that they be provided a copy of this letter and the attached conditions so that they are aware of the limitations of the applicable Nationwide Permit. Any activity that fails to comply with all of the terms and conditions of the Nationwide Permit will be considered unauthorized and subject to the appropriate enforcement action.

In compliance with General Condition 26, the attached Compliance Certification form must be signed and returned to the address listed upon completion of the authorized work and any required mitigation.

This verification will be valid until **October 1, 2011.**

Should you at any time become aware that either an endangered and/or threatened species or its critical habitat exists within the project area, you must immediately notify this office.

The Omaha District, Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete our Customer Service Survey found on our website at http://per2.nwp.usace.army.mil/survey.html. If you do not have Internet access, you may call and request a paper copy of the survey that you can complete and return to us by mail or fax.

If you have any questions concerning this determination or jurisdiction, please feel free to contact Mr. Matt Wray at (402) 896-0896 and reference Nationwide Permit No.2009-01538-WEH.

Sincerely,

John L. Moeschen
Nebraska State Program Manager

Enclosure

Copy Furnished:
NDEQ (Terry Hickman)
Hayes Environmental (Trilety Wade)

City of La Vista
Conditional Use Permit

Conditional Use Permit for Cimarron Terrace Apartments

This Conditional Use Permit issued this ____ day of _____, 2010, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, ~~Torco Development, Inc., a~~[1] Pedcor Investments-2008-CXVII, L.P., a _____ limited partnership authorized to do business in[2] Nebraska ~~corporation~~[3] ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a multiple family dwelling complex to be known as Cimarron Terrace Apartments to be constructed in two phases[4] upon the following described tract of land within the City of La Vista's zoning jurisdiction:

> Lots 1 and 2, Cimarron Woods Replat Two, located in the N½ of Section 16, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska (the "Property"),[5]

with Phase 1 to be constructed on Lot 1 and comprised of 84 units and 64 attached garages, and Phase 2 to be constructed on Lot 2 and comprised of 192 units and 104 attached garages.[6].

WHEREAS, Owner has applied for a conditional use permit for the purpose of constructing and operating a multiple family dwelling complex as described above[7]; and

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

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the owner of the Property to use the Property hereto for the purposes ~~of a multiple family dwelling complex~~[8] described above[9]; said use hereinafter being referred to interchangeably as a "Permitted Use" or "Use".

Conditions of Permit

The conditions to which the granting of this Permit is subject are as follows:

1. The rights granted by this Permit are transferable and any breach of ~~a material term~~[10] any terms[11] hereof shall cause Permit to expire and terminate subject to the rights of the Owner to cure such default or deficiency as set forth herein.

2. In respect to the proposed Use:
   a. A site plan showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives shall be submitted to, and subject to approval of,[12] the City and once approved by the City, shall be attached to and incorporated herein as Exhibit "A".

[1] Materiality is addressed in 4a below; no need to insert individually throughout the agreement.

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b. Architectural review of the building design, landscaping, and lighting has been completed and the foregoing are approved as shown on Exhibits "B" through "___".

c. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other Exhibits of this Agreement, as well as the Final Plat - Cimarron Woods Replat Two, Cimarron Terrace Planned Unit Development, and Subdivision Agreement applicable to Lots 1 and 2, Cimarron Woods Replat Two Subdivision, [13]as approved by the City and incorporated herein by this reference. Any modifications to the site plan [14]must be submitted to the City's Chief Building Official for approval. Modification of any of the other document or Exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.[15]

d. As-built topographic surveys of storm water detention areas shall be required before certificates of occupancy ~~(or such other equivalent certificate)~~ [16][2][17]are issued for ~~each phase of~~[18]any building in Phase 1 of the[19] project,[20] with a requirement that any discrepancies from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer in his sole discretion [21]prior to issuing such certificates.

e. An off-site wetlands mitigation area has been or will be acquired. No permits shall be issued by the City to commence any grading or work on the Property until Owner demonstrates to the satisfaction of the City Administrator that Owner has purchased a sufficient off-site wetlands mitigation site[22].

f. No vehicle repair, other than emergency maintenance such as changing a tire, or inoperable, abandoned or storage of vehicles [23]shall be allowed in the parking areas shown on Exhibit "A". The Owner shall have seventy-two (72) hours after notice to correct ~~the~~[24]any[25] violation or cause the removal of any such vehicle that is in violation[26]. ***(Can we narrow this down – what will be deemed vehicle repair?)***

g. Owner shall obtain all required permits for the Use 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 codes, fire codes and ADA requirements.

h. Owner shall comply~~, in all material respects~~[27] (and shall ensure that all structures, appurtenances and improvements, and all activities occurring or conducted, on the Property at any time comply ~~in all material respects~~[28]) with any applicable federal, state and/or local laws, rules or[29] regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.

i. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Owner's Use of the Property.

j. A drainage study for the Property has been completed, the results of which show that peak runoff volumes of the Property ~~will be reduced by the detention basin~~[30], during and after development, resulting from 2, 10, 50 or 100 year storm events will be reduced below the historic runoff rate, and there will be no negative downstream drainage impact from the development of the Property, due to construction of the detention basins[31] depicted on the Storm Water Detention Plan attached hereto as Exhibit D. Owner agrees to cooperate and take such further action with the District as necessary if peak runoff volumes from the Property are not reduced to levels shown in the drainage study or if development of the Property creates any negative downstream drainage impact.[32]

k. [33]Owner shall ensure that any clubhouse on the property is professionally staffed during open hours.[34]

3. In respect to the Gateway Corridor Overlay District, building design has been approved per letter from the City's design review architect, Kevin Schluckebier, dated _____.

[2] Reference to other certificates deleted, absent indication of certificates intended.

4. The Owner's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
   a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked upon a finding by the City that there is a material violation of the terms of this Permit if the violation continues after written notice from the City to Owner and a reasonable time was given for Owner to cure such violation.
   b. The Use authorized by this Permit must be initiated within 24 months after the date of the approval of this Permit otherwise such Permit shall become void. Notwithstanding the foregoing, it is understood and agreed that this is a phased project. As such, phase one of the project, consisting of ~~approximately~~[35]84 units and 64 garages and having the design, dimensions, construction and amenities set forth in Owner's application[36], shall be commenced within 24 months after the date of the approval of this Permit and completed with certificate of occupancy within 18 months after commencement of construction[37], otherwise such Permit shall become void. ~~All other phases of the project may be constructed from time to time~~[38]Phase two of the project, consisting of 192 units and 104 attached garages and having the design, dimensions, construction and amenities set forth in Owner's application, may be constructed[39] after the completion of the first phase as economics and demand warrant and in accordance with a schedule approved by the City[40]. In addition, it is understood and agreed that Subdivider, through administrative actions only if permitted under the zoning ordinances and regulations existing at the time[41], shall have the right to further subdivide the Property as necessary to create such other phases of the Property, subject to approval of the City Council[42].
   c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property.

5. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
   a. Owner's abandonment of the Permitted Use. There shall be a presumption that the project has been abandoned if the Owner fails to commence construction of phase one of the project within twenty-four (24) months after the approval of this Permit, unless otherwise approved by the City.
   b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the use is not cured within a reasonable period of time,[43] so long as curative rights are provided under laws, rules and regulations governing said permit and[44] Owner is diligently pursuing correction of the same.
   c. Owner's construction or placement of a storage tank, structure or other improvement on the premises (except during construction of any phase of the project) not specified in this Permit and Owners failure to correct such breach within a reasonable period of time after City's giving notice thereof.
   d. Owner's breach of any ~~material~~[45] other[46] term hereof and its failure to correct such breach within a reasonable period of time after City's giving notice thereof.

6. If construction of phase one has not been commenced within twenty-four (24) months from the date of this Permit, this Permit shall be null and void ~~subject to the Owner's~~[47] and all rights hereunder shall lapse; provided, however, Owner shall have the[48] right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

7. In the event the Owner fails to promptly remove any safety or environmental hazard from the Property, or[49] upon the expiration or termination of this Permit the Owner fails to promptly remove any permitted materials or any remaining environmental or other hazard,[50] 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

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advisable in connection with the removal thereof) and the Owner shall reimburse the City the ~~reasonable~~[51] costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove the structures or[52] any environmental or safety hazards in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

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

Miscellaneous

The conditions and terms of this Permit shall be binding upon owner, its 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 this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

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: Torco Development, Inc.
11205 South 150th Street, Suite 100
Omaha, Nebraska 68138
(402) 592-6942

And;

Pedcor Investments, A Limited Liability Company
770 3rd Avenue, S.W.
Carmel, IN 46032
Attn: Thomas G. Crowe

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

DRAFT

Attest:

_____
Pamela A Buethe, CMC
Deputy 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:

~~TORCO DEVELOPMENT, INC., a Nebraska corporation,~~[53]
Pedcor Investments-2008-CXVII, L.P., a limited partnership[54]

By: _____

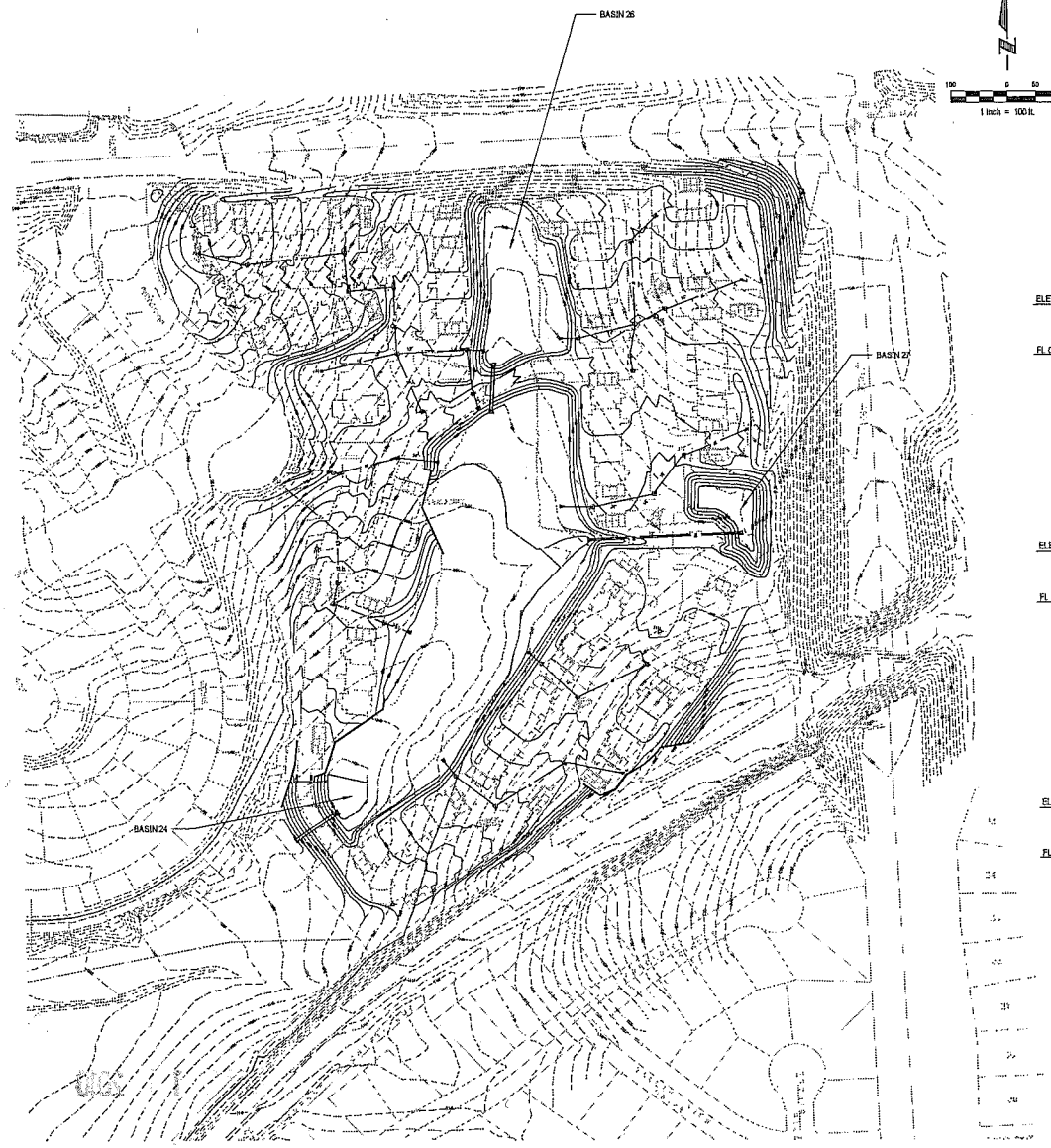
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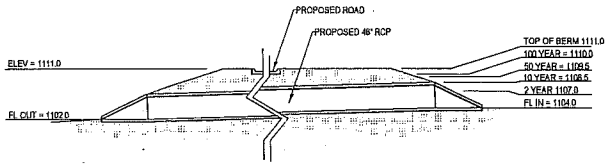
Date: _____

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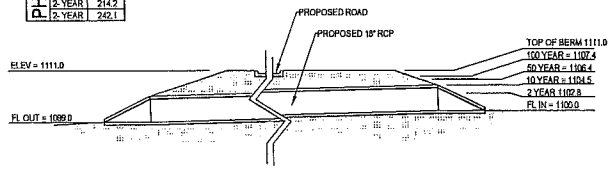
Diggers Hotline Of Nebraska
Statewide (800) 331-4666
Metro Omaha 344-3565
Call Before You Dig... Its The Law





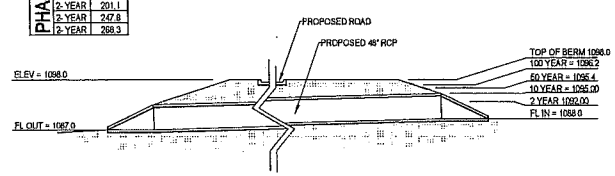
DETENTION BASIN #26 OUTLET DETAIL - PHASE I
NOT TO SCALE

PHASE I	DEVELOPED PEAK FLOW (CFS)
2- YEAR	79.2
2- YEAR	154.9
2- YEAR	214.2
2- YEAR	242.1



DETENTION BASIN #27 OUTLET DETAIL - PHASE II
NOT TO SCALE

PHASE II	DEVELOPED PEAK FLOW (CFS)
2- YEAR	120.2
2- YEAR	201.1
2- YEAR	247.8
2- YEAR	288.3



DETENTION BASIN #24 OUTLET DETAIL - PHASE II
NOT TO SCALE

E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET, OMAHA, NE 68154
PHONE (402) 895-4700 FAX (402) 895-3599
www.eacg.com

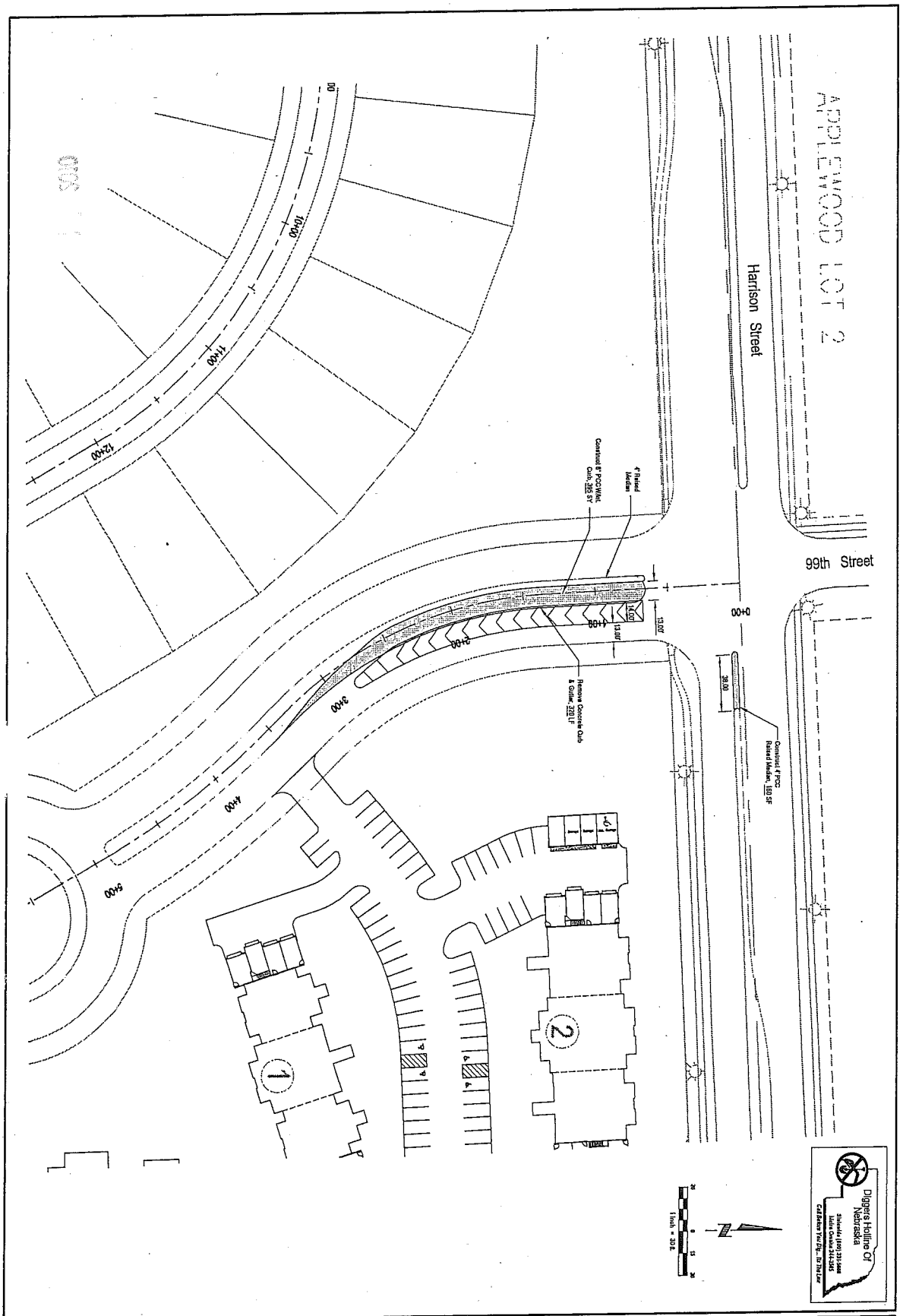
CIMARRON WOODS REPLAT TWO
LA VISTA, NEBRASKA

EXHIBIT "D"
STORM WATER
DETENTION PLAN

No.	Date	Description
1	2/5/2010	CITY COMMENTS

Proj No. P2002.153.002
Date 12/4/2009
Designed By: MBS
Drawn By: BJM
Checked By:
Sheet C1
Sheet Number

K:\Projects\2002\153\p02\Sheet\EXHIBIT D 600.dwg, EXHIBIT D, 2/11/2010 2:28:07 PM, BradM, PDF-XChange for AcroPlot Pro Landscape 24x36, 1:1

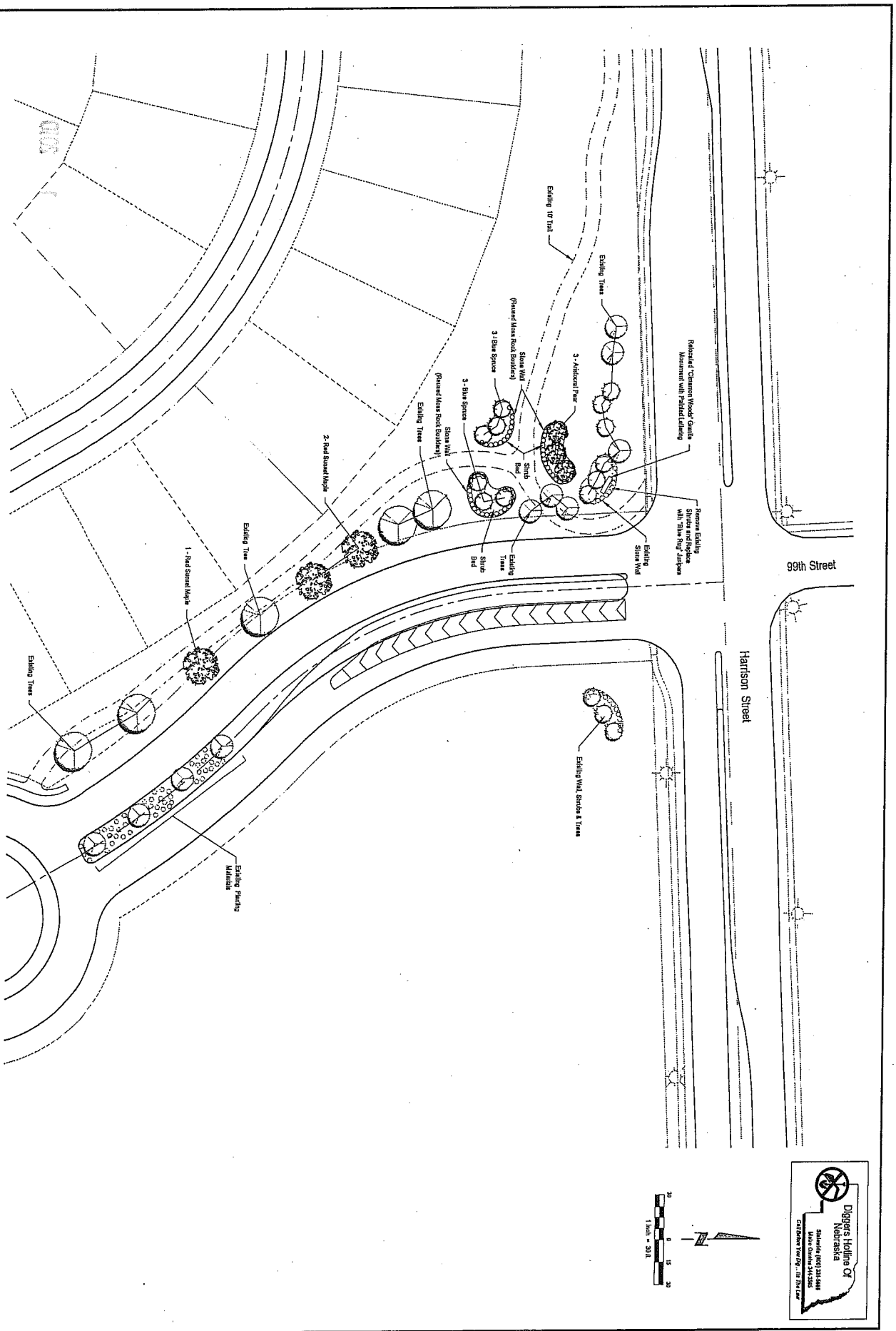


Proj No: 2007.153.002 Date: 11/18/2009 Designed By: JAV Drawn By: JAV Checked By: Sheet 1 of 1	Revisions No. / Date / Description	EXHIBIT "E" PAVING PLAN	CIMARRON WOODS REPLAT TWO 99TH STREET & HARRISON STREET IMPROVEMENTS S.A.I.D. NO. 227 SARPY COUNTY, NEBRASKA	E&A CONSULTING GROUP, INC. ENGINEERS • PLANNERS • SURVEYORS 12001 Q STREET OMAHA, NE 68137 PHONE: (402) 895-0700 FAX: (402) 895-3599 7170 SOUTH 29TH STREET, SUITED LINCOLN, NE 68516-5941 PHONE: (402) 420-7217 FAX: (402) 420-7218	

Initial 1/25/2010 08:15:56 AM K:\Projects\2007\153\p\07Traffic Signal 99th Street\Plan 000.dwg

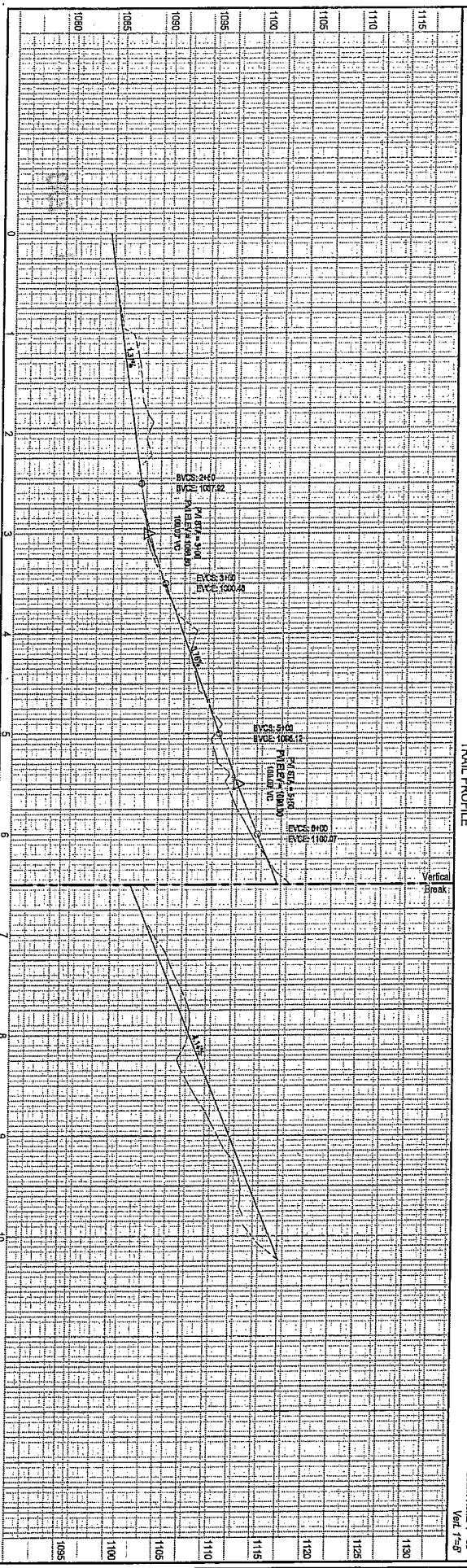
EXHIBIT "E", PAVING & MEDIAN PLAN

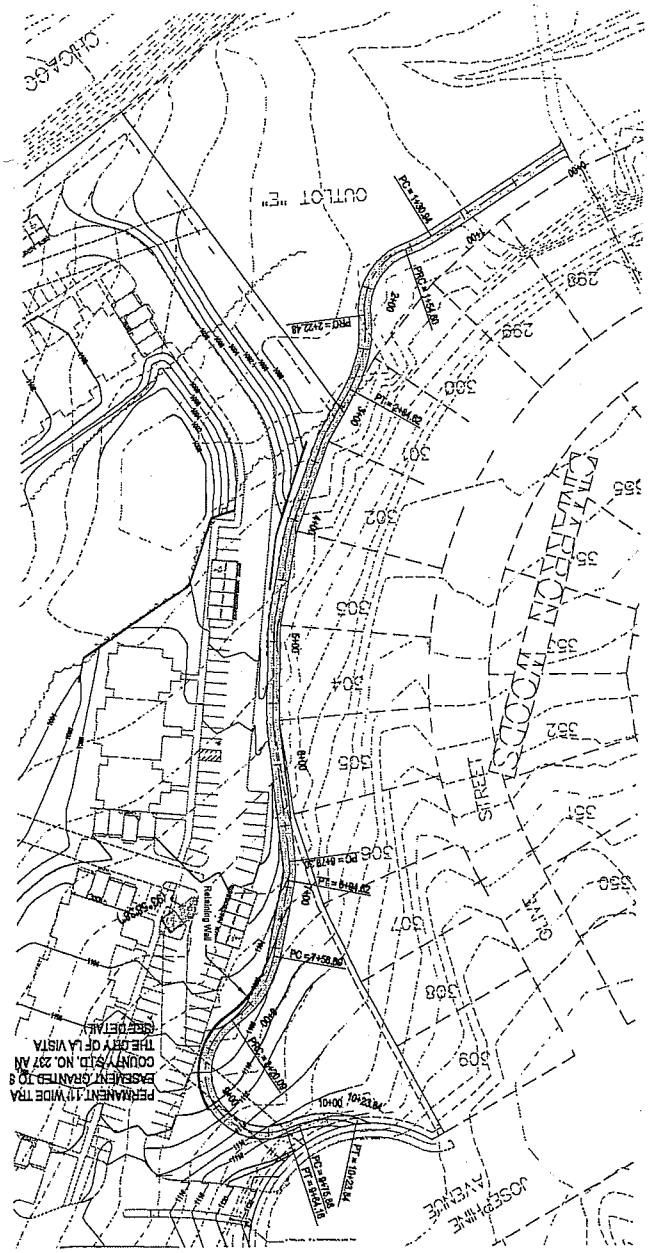
3/11/10



Proj No: P2002.153.002 Date: 12/10/2009 Designed By: RW Drawn By: RPF Checked By: Sheet 1 of 1	Revisions No. / Date / See Sheets	EXHIBIT "F"	MEDIAN & SIGNAGE PLAN	CIMARRON WOODS REPLAT TWO S.& I.D. NO. 237 SARPY COUNTY, NEBRASKA	E&A CONSULTING GROUP, INC. ENGINEERING • PLANNING • FIELD SERVICES 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700 FAX: (402) 895-3599 www.eacg.com	

Larry Barton 12/23/2009 10:22 AM





Diggers Hotline Of Nebraska
Statewide (800) 331-5666
Metro Omaha 345-1555
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Proj No: P2007.153.002 Date: 10/01/2009 Designed By: RDW Drawn By: MMH Checked By: Sheet 1 of 1	Revisions No. Date Description	EXHIBIT 'G' TRAIL PLAN	CIMMARON WOODS REPLAT TWO SARPY COUNTY, NEBRASKA	E&A CONSULTING GROUP, INC. ENGINEERING • PLANNING • FIELD SERVICES 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700 FAX: (402) 895-3599 www.eacg.com	

CIMARRON TERRACE APTS. 3/11/2010 E & A #P2002.153.002

ESTIMATE FOR PRELIMINARY PLAT

UTILITIES & IMPROVEMENTS

(Must be Submitted when Public Improvements are Proposed and/or Required)

		PROPOSED		FINANCING % PRIVATE	S.I.D. Special	S.I.D. G.O.	S.I.D. Reimbursables
	Existing	Quantity	Cost				
Sanitary Sewer							
Interior Public		1,170 LF	$ 37,700	$ 37,700			
Interior Private		2,000 LF	$ 66,500	$ 66,500			
Storm Sewer							
Interior Public		984 LF	$ 76,146		$ 65,979	$ 10,167	
Interior Private		3,430 LF	$ 152,130	$ 152,130			
Paving							
99th Widening (Public)		395 SY	$ 18,361			$ 18,361	
99th Widening (Priv.)		Rem.,Land.	$ 10,500	$ 10,500			
99th Signal		1 Complete	$ 95,777	$ 25,000		$ 15,743	$ 55,034
Minor Private		26,000 SY	$ 628,000	$ 628,000			
Sidewalks	Included in Paving Costs						
Parks & Open Space	Playground	1 LS	$ 55,000	$ 55,000			
Recreational Facilities	(Trail)	5,000 SF	$ 87,185	$ -		$ 87,185	
Water		3,700 LF	$ 79,950	$ 79,950	$ -		
Gas							
Electricity		276 Units	$ 37,260	$ 37,260	$ -	$ -	
Other							
Grading		100,000 CY	$ 284,400	$ 284,400			
Bond Fees		1 LS	$ 3,270			$ 3,270	
Administrative Fees		1 LS	$ 5,698			$ 5,698	
Sewer/Drainge Fees		276 Units	$ 236,808	$ 236,808			
TOTALS				$ 1,613,248	$ 65,979	$ 140,423	$ 55,034

Electricity: Above Ground _____ Below Ground X

Anticipated Total Taxable Valuation: Land: $ 1,554,000 Improvements $ 13,800,000

Covenants: Yes Filed: Pending Debt Ratio: 1.02%

Land Value Based on $60,000/ Acre for 25.9 Ac.

Bldg. Value Based on $50,000/Apt. for 276 Apts.

****Attach Itemized Estimate**

EXHIBIT "H"

E&A CONSULTING GROUP
330 N. 117TH STREET
OMAHA, NERASKA 68154

PHONE: (402) 895-4700
FAX: (402) 895-3599

SUMMARY OF ESTIMATED PROJECT COSTS

PROJECT:	CIMARRON TERRACE APT.	JURISDICTION:	LA VISTA
PROJECT NO.:	P2002.153.002	NO. APT. UNITS	276
DEVELOPER:	PEDCOR		
ESTIMATED BY:	MAW	DATE:	2/1/2010
			Revised 3/11/10

CIMARRON TERRACE APARTMENTS

ITEM	CONSTRUCTION	TOTAL	PRIVATE	SPECIAL ASSESSMENT	G.O.	OTHERS
GRADING	$284,400	$284,400	$284,400			
PUBLIC SANITARY SEWER	$37,700	$37,700	$37,700			
PRIVATE SANITARY SEWER	$66,500	$66,500	$66,500			
PUBLIC PAVING 99TH	$13,305	$18,361			$18,361	
PRIVATE PAVING 99TH	$10,500	$10,500	$10,500			
99TH STREET SIGNAL	$84,558	$95,777	$25,000		$15,743	$55,034
INTERNAL PRIVATE PAVING	$628,000	$628,000	$628,000			
WATER	$79,950	$79,950	$79,950			
UNDERGROUND ELECTRICAL	$37,260	$37,260	$37,260			
PUBLIC STORM SEWER	$54,390	$76,146		$65,979	$10,167	
PRIVATE STORM SEWER	$152,130	$152,130	$152,130			
PLAY STRUCTURE	$55,000	$55,000	$55,000			
TRAIL IMPROVEMENTS	$62,275	$87,185			$87,185	
LAVISTA SPECIAL SEWER/DRAINAGE FEE	$236,808	$236,808	$236,808			
BOND FEES	$2,725	$3,270			$3,270	
ADMINISTRATIVE FEES	$5,698	$5,698			$5,698	
TOTALS	$1,811,198	$1,874,684	$1,613,248	$65,979	$140,423	

VALUATION:	# UNITS		AVE. PRICE		TOT. VALUATION
APARTMENT	276	UNITS @	$50,000	=	$13,800,000

TOTAL DISTRICT VALUATION: $13,800,000

G.O. DEBT RATIO = **1.02%** (USING 100% OF TOTAL VALUATION)

SPECIALS TO APARTMENTS	$65,979	: PER UNIT	$239
PRIVATE PER APARTMENT	$1,613,248	: PER UNIT	$ 5,845

PROJECT:

GRADING

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	COMMON EXCAVATION ON SITE C TO F	100000	CY	1.10	110,000.00
2	HAUL IN FROM OFF SITE	30000	CY	5.00	150,000.00
3	SILT FENCE	3000	LF	2.50	7,500.00
4	STRIP, STOCKPILE AND RE-SPREAD TOPSOIL	16000	CY	0.90	14,400.00
5	CONSTRUCTION ENTRANCE	1	LS	2,500.00	2,500.00
	TOTAL ESTIMATED CONSTRUCTION COST				284,400.00

PUBLIC SANITARY SEWER (PAID PRIVATELY)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8 INCH SANITARY SEWER PIPE	1170	L.F.	15.00	17,550.00
2	6 INCH SANITARY SEWER PIPE	50	L.F.	15.00	750.00
3	54 IN. I.D. SANITARY MANHOLE	96	V.F.	175.00	16,800.00
7	CONNECT TO EX.	1	EA	700.00	700.00
8	CRUSHED ROCK BEDDING	100	TON	19	1,900.00
	TOTAL ESTIMATED CONSTRUCTION COST				$37,700.00

PRIVATE SANITARY SEWER

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8 INCH SANITARY SEWER PIPE	2000	L.F.	15.00	30,000.00
2	6 INCH SANITARY SEWER PIPE	750	L.F.	15.00	11,250.00
3	54 IN. I.D. SANITARY MANHOLE	120	V.F.	175.00	21,000.00
7	CONNECT TO EX.	2	EA	700.00	1,400.00
8	CRUSHED ROCK BEDDING	150	TON	19	2,850.00
	TOTAL ESTIMATED CONSTRUCTION COST				$66,500.00

PROJECT: **PUBLIC PAVING(WIDEN 99TH STREET)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	EARTHWORK (EXCAVATION)	150	C.Y.	$3.00	$450.00
2	8" PC CONCRETE PAVEMENT	395	S.Y.	$25.00	9,875.00
3	MODIFY MEDIANS	760	SF	$3.00	2,280.00
4	PAVEMENT MARKINGS	1	LS	$700.00	700.00
	TOTAL ESTIMATED CONSTRUCTION COST				$13,305

TOTAL DISTRICT COST @ 138% $18,361

100% G.O.

PROJECT: **99TH & HARRISON TRAFFIC SIGNAL**

ITEMS TO BE FURNISHED AND INSTALLED BY DEVELOPER / SID

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	COMB. MAST ARM SIGNAL & LIGHTING POLE(TYPE CMP 0-12-40)	2	EA	$8,150.00	$16,300.00
2	3" PVC CONDUIT - BORED	46	LF	$16.00	$736.00
3	3" PVC CONDUIT - TRENCHED	35	LF	$6.75	$236.25
4	2" PVC CONDUIT - BORED	356	LF	$10.50	$3,738.00
5	2" PVC CONDUIT - TRENCHED	149	LF	$5.00	$745.00
6	INSTALL 200 wt STREET LIGHT LUMINAIRE	2	EA	$405.00	$810.00
7	6-PAIR COMMUNICATION CABLE	293	LF	$1.45	$424.85
8	SERVICE DISCONNECT PEDESTAL	1	EA	$3,850.00	$3,850.00
9	CONTINGENCY	1	LS	$2,684.01	$2,684.01
	SUBTOTAL, CONSTRUCTION COSTS				$29,524.11
	SOFT COSTS @ 38%				$11,219.16
	SUBTOTAL, SID/DEVELOPER COSTS				$40,743.27

ITEMS TO BE FURNISHED AND INSTALLED BY THE CITY OF OMAHA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MAST ARM - 40'	3	EA	$2,500.00	$7,500.00
2	MAST ARM - 35'	1	EA	$2,200.00	$2,200.00
3	TRAFFIC SIGNAL (TYPE TS-1)	8	EA	$785.00	$6,280.00
4	TRAFFIC SIGNAL (TYPE TS-1A)	4	EA	$645.00	$2,580.00
5	PEDESTRIAN SIGNAL (TYPE PS-1)	4	EA	$500.00	$2,000.00
6	PEDESTRIAN PUSH BUTTON (TYPE PPB)	3	EA	$125.00	$375.00
7	TRAFFIC SIGNAL CONTROLLER/CABINET, TYPE 170/336S	1	EA	$9,500.00	$9,500.00
8	16/C #14 AWG TAFFIC SIGNAL CABLE	545	LF	$5.10	$2,779.50
9	2/C #16 PPB LEAD-IN CABLE	293	LF	$1.20	$351.60
10	GROUND CONDUCTOR	293	LF	$1.05	$307.65
11	PROVIDE & INSTALL MODULAR VIDEO DETECTION SYSTEM	1	LS	$8,500.00	$8,500.00
12	SERVICE CABLE (SC)	200	LF	$2.60	$520.00
13	SERVICE ENTRANCE CABLE (SEC)	200	LF	$1.65	$330.00
14	PROVIDE & INSTALL WIRELESS INTERCONNECT SYSTEM	1	LS	$9,500.00	$9,500.00
15	18" STREET NAME SIGN	4	EA	$465.00	$1,860.00
16	OVERHEAD SIGN	3	EA	$150.00	$450.00
	SUBTOTAL, ITEMS BY OMAHA				$55,033.75
	TOTAL COSTS FOR SIGNAL				$95,777.02

PROJECT: **PRIVATE PAVING(WIDEN 99TH STREET)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CURB AND MEDIAN REMOVAL 99TH ST.	1	LS	$2,500.00	$2,500.00
2	RELOCATE / REPLACE EXISTING LANDSCAPING	1	LS	$8,000.00	8,000.00
	TOTAL ESTIMATED CONSTRUCTION COST				$10,500

PROJECT: **INTERNAL PRIVATE PAVING & SIDEWALKS**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CURB AND GUTTER.	8400	LF	$10.00	$84,000.00
2	ASPHALT PAVING	26000	SY	$17.00	442,000.00
3	CONCRETE SIDEWALKS & TRAILS	34000	SF	$3.00	102,000.00
	TOTAL ESTIMATED CONSTRUCTION COST				$628,000

PROJECT: **INTERIOR WATER**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	6" INTERIOR WATER	3700	L.F.	$16.00	$59,200.00
2	GATE VALVES	9	EA	$750.00	$6,750.00
3	HYDRANT ASSEMBLY	5	EA	$1,800.00	$9,000.00
4	MICS FITTINGS & CONNECTIONS	1	LS	$5,000.00	$5,000.00
	TOTAL ESTIMATED CONSTRUCTION COST				$79,950.00

PROJECT: **ELECTRICAL SERVICE**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE APARTMENT	276	UNIT	$135.00	$37,260.00
	TOTAL ESTIMATED CONSTRUCTION COST				$37,260.00

PROJECT: **PUBLIC STORM SEWER**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	18" RCP	280	L.F.	$25.00	$7,000.00
2	24" RCP	270	L.F.	$32.00	$8,640.00
3	30" RCP	160	L.F.	$38.00	$6,080.00
4	36" RCP	274	L.F.	$55.00	$15,070.00
5	STORM MANHOLE.	14	V.F.	$350.00	$4,900.00
6	CURB INLET	3	EACH	$1,500.00	$4,500.00
7	AREA INLET	1	EACH	$2,500.00	$2,500.00
8	FES	5	EACH	$700.00	$3,500.00
9	RIP RAP	100	TON	$22.00	$2,200.00
	TOTAL ESTIMATED CONSTRUCTION COST				$54,390

TOTAL DISTRICT COST @ 140% $76,146

G.O. PORTION

1	18" RCP	280	L.F.	$0.00	$0.00
2	24" RCP	270	L.F.	$0.00	$0.00
3	30" RCP	160	L.F.	$6.00	$960.00
4	36" RCP	274	L.F.	$23.00	$6,302.00
			TOTAL G.O. CONSTR.		$7,262.00
			TOTAL G.O. w/ 140%		$10,166.80

PROJECT:

PRIVATE STORM SEWER

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	15" RCP	1220	L.F.	$21.00	$25,620.00
2	18" RCP	1030	L.F.	$25.00	$25,750.00
3	24" RCP	870	L.F.	$32.00	$27,840.00
4	30" RCP	180	L.F.	$38.00	$6,840.00
5	36" RCP	0	L.F.	$45.00	$0.00
6	48" RCP CULVERT	130	L.F.	$80.00	$10,400.00
7	48" FES	2	EACH	$1,200.00	$2,400.00
8	POST CONSTRUCTION STORM INLET CONTROLS	2	EACH	$3,500.00	$7,000.00
9	STORM MANHOLE.	28	V.F.	$350.00	$9,800.00
10	CURB INLET	29	EACH	$1,500.00	$43,500.00
11	AREA INLET	4	EACH	$2,500.00	$10,000.00
12	FES(15"-36")	6	EACH	$700.00	$4,200.00
	RIP RAP	200	TON	$22.00	$4,400.00
	TOTAL ESTIMATED CONSTRUCTION COST				$152,130

PROJECT:

PLAY STRUCTURE (PRIVATE)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	PLAY STRUCTURE	1	LS	$55,000.00	$55,000.00
	TOTAL ESTIMATED CONSTRUCTION COST				$55,000.00

PROJECT:

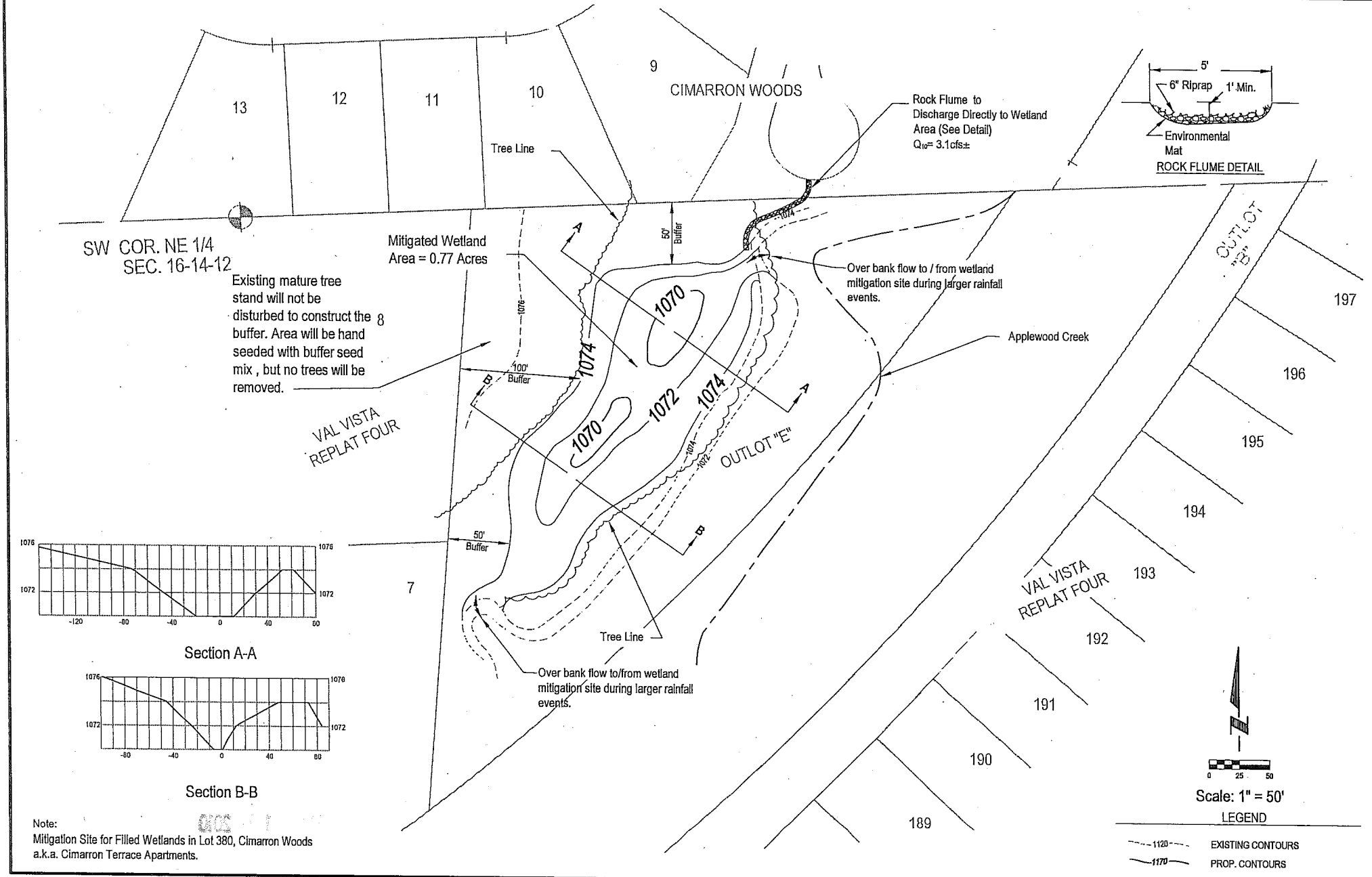
CONCRETE TRAIL (PUBLIC)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	GRADING	1500	CY	$2.00	$3,000.00
2	SUBGRADE PREPARATION	400	CY	$2.00	$800.00
3	SEGMENTAL BLOCK RETAINING WALL	1000	SF	$25.00	$25,000.00
4	5" CONCRETE TRAIL	10300	SF	$3.25	$33,475.00
	TOTAL ESTIMATED CONSTRUCTION COST				$62,275.00
	TOTAL DISTRICT COST @ 140%			$87,185	
	100% GENERAL OBLIGATION				

PROJECT:

LA VISTA SPECIAL SEWER/DRAINAGE FEE

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	PHASE I	84	UNITS	$858.00	$72,072.00
2	PHASE II	192	UNITS	$858.00	$164,736.00
	TOTAL ESTIMATED CONSTRUCTION COST				$236,808.00
	100% PRIVATE COST				



Note:
Mitigation Site for Filled Wetlands in Lot 380, Cimarron Woods a.k.a. Cimarron Terrace Apartments.

Proj No:	P2002.153.002
Date:	8/24/2009
Designed By:	MAW
Drawn By:	DRC
Scale:	1" = 50'
Sheet	1 of 1

Revisions	
No	Date

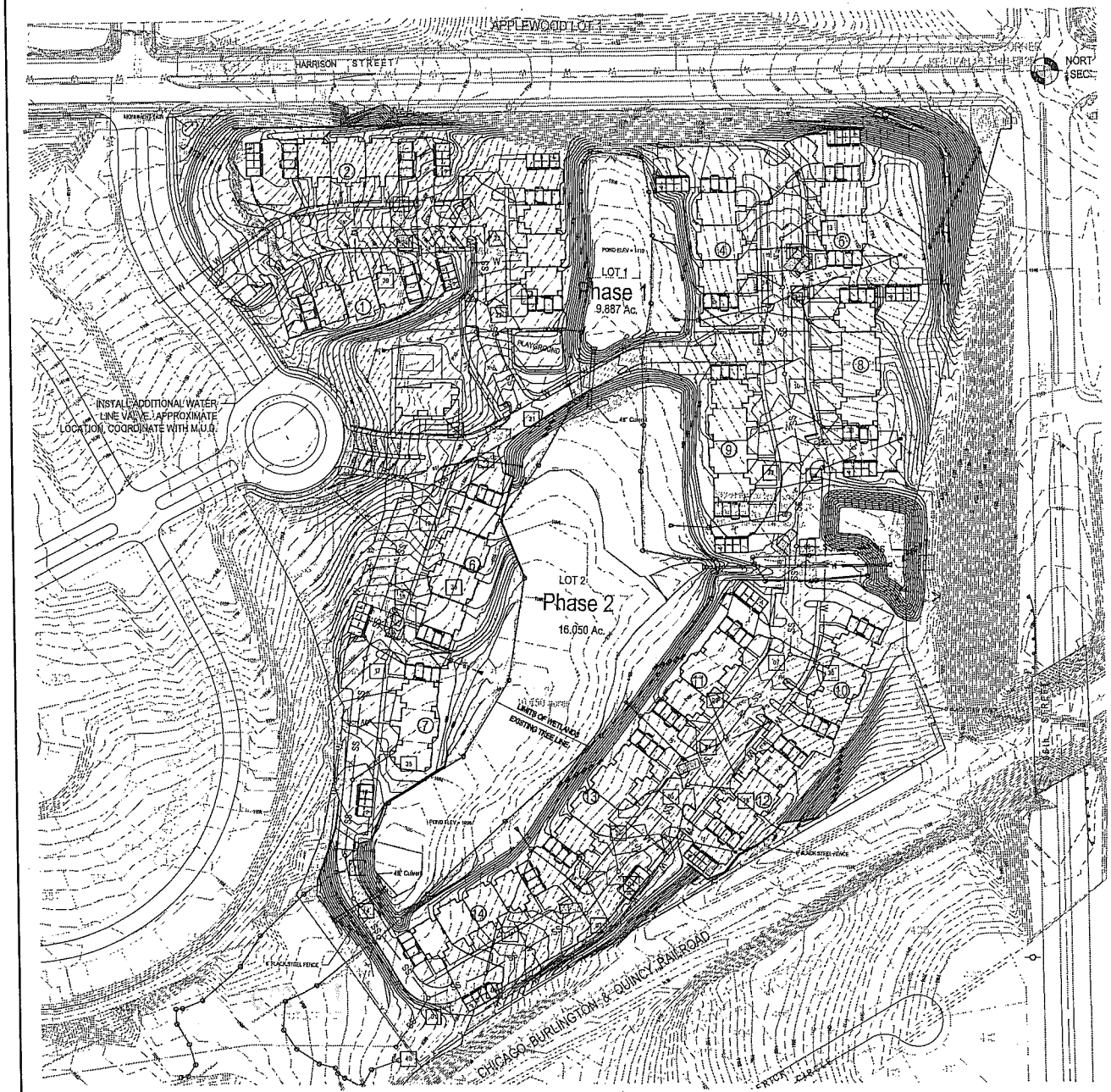
EXHIBIT "I"
WETLANDS MITIGATION PLAN
OUTLOT 'E', VAL VISTA

CIMARRON WOODS REPLAT TWO

SARPY COUNTY, NEBRASKA

E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154
PHONE: (402) 895-4700 FAX: (402) 895-3599
www.eacg.com

larryd 1/25/2010 10:35:19 AM K:\Projects\2002\153\lo02\Plans\MITIGATION PLANS\Mitigation plan-000.dwg





VICINITY MAP

LEGAL DESCRIPTION

A REPLAT OF LOT 360, CIMARRON WOODS, A SUBDIVISION LOCATED IN THE N1/2 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID PROPERTY TO BE KNOWN AS LOTS 1 AND 2, CIMARRON WOODS REPLAT TWO.

CONTAINING 25.937 ACRES, MORE OF LESS.

OWNER	ENGINEER	DEVELOPER
TORCO DEVELOPMENT, INC. 11203 S. 154TH STREET, SUITE 100 OMAHA, NEBRASKA 68138	E & A CONSULTING GROUP 330 NORTH 117TH STREET OMAHA, NEBRASKA 68154	PEDCOR INVESTMENTS, LLC ONE PEDCOR SQUARE 770 3RD. AVE. SW CAREL, IN. 46032

NOTES

1. EXISTING AND PROPOSED ZONING IS R-3 PUD-1.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2-FOOT INTERVALS AND ARE BASED ON USGS DATUM.
3. THERE SHALL BE NO DIRECT VEHICULAR ACCESS ONTO 96TH STREET OR HARRISON STREET FROM ANY LOTS ADJOINING SAID STREETS.
4. WATER SERVICE SHALL BE PROVIDED BY MUD, BLACKHILLS ENERGY SHALL PROVIDE GAS SERVICE.
5. ALL STORM SEWER SIZES ARE 15" UNLESS OTHERWISE NOTED.
6. DUMPSTER LOCATIONS AND NUMBER SUBJECT TO REVIEW AND APPROVAL OF THE CITY OF LA VISTA.
7. THE DEVELOPERS PROPOSED METHOD FOR DETERRING RESIDENTS FROM ENTERING THE RAILROADS RIGHT OF WAY IS TO INSTALL A FENCE ALONG THE RIGHT OF WAY ADJOINING THE DEVELOPERS PROPERTY.
8. THE PROPOSED CLUBHOUSE IS INTENDED FOR RESIDENT USE ONLY. SPECIFIC USES INCLUDE COMMUNITY ROOM, ENTERTAINMENT CENTER WITH TV, FULL KITCHEN, RESTROOMS, AND OFFICES.
9. A PERMANENT RECIPROCAL INGRESS AND EGRESS, PARKING AND PEDESTRIAN EASEMENT IS GRANTED TO THE OWNERS OF LOTS 1 AND 2, THEIR GUESTS AND INVITEES OVER ALL OF SAID LOTS 1 AND 2, EXCEPT THOSE PARTS OF SAID LOTS 1 AND 2, WHICH ARE OCCUPIED BY BUILDINGS AS CONSTRUCTED.
10. BICYCLE PARKING RACKS WILL BE PROVIDED AT THE CLUBHOUSE, PLAYGROUND, AND EACH OF THE FOURTEEN APARTMENT BUILDINGS.
11. PHASE I PROPOSED SCHEDULE OF CONSTRUCTION:

CITY COUNCIL APPROVAL	06/04/2009
CLEARING AND BUILDING PERMITS	11/30/2009
COMPLETION OF CLUBHOUSE AND 1ST BUILDING	07/01/2010
ALL BUILDINGS COMPLETE	01/15/2011

LEGEND

- —1200— EXISTING CONTOURS
- 1200 PROPOSED CONTOURS
- SS PROPOSED SANITARY SEWER
- ST PROPOSED STORM SEWER
- TREE REMOVAL AREA

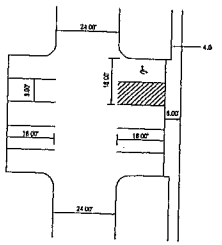
EXISTING AND PROPOSED ZONING: R3 PUD-1

REQUIRED SETBACK LINE

FRONT YARD SETBACK.....25'
SIDE YARD SETBACK.....10'
(0' ON COMMON LOT LINE BETWEEN LOTS 1 & 2)
STREET SIDE YARD SETBACK.....25'
REAR YARD SETBACK.....10'

PROJECT DENSITIES

	BUILDINGS (SQ. FT.)	PAVING (SQ. FT.)	TOTAL IMPERVIOUS	AREA (AC) (SQ. FT.)	% IMPERVIOUS	PARKING PER CODE	REGULAR STALLS	GARAGE STALLS	TOTAL STALLS PROVIDED
PHASE 1	57,248	151,328	208,536	9.887 430,678	48.42%	168	153	64	217
PHASE 2	104,524	151,975	256,500	16.050 699,138	36.69%	372	264	104	368
TOTAL	161,770	303,289	465,036	25.937 1,129,816	41.16%	540	417	168	585



TYPICAL PAVING DETAIL

UNIT DENSITIES

	BEDROOMS	NO. OF BEDROOMS	#UNITS	UNITS/ACRE
PHASE 1				
	1 BR	24	24	
	2 BR	72	36	
	3 BR	72	24	
	TOTAL	168	84	8.5
PHASE 2				
	1 BR	60	60	
	2 BR	168	84	
	3 BR	144	48	
	TOTAL	372	192	11.96
PHASE 1 & 2				
TOTAL		540	276	10.64

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CIMARRON WOODS REPLAT TWO
LAVISTA, NEBRASKA

EXHIBIT "F"
FINAL PLANNED UNIT DEVELOPMENT

Revisions
1 - Date 2/5/2010

Proj No: P2002.153.07
Date: 06/02/2009
Designed By: MAW
Drawn By: LDC
Checked By (Dept):
Checked By (Con Mgr):
Scale: 1" = 80'
Sheet 1 of 1

CONSTRUCT SANITARY SEWER MANHOLE

ct ID	Description	Details	Northing	Easting
01	Construct 60" I.D. Sanitary Sewer Manhole	RIM = 1098.16 INV IN = 1085.00 (8") INV IN = 1085.00 (8") INV OUT = 1085.00 (8")	517648.43	2723742.53
02	Construct 60" I.D. Sanitary Sewer Manhole	RIM = 1098.48 INV IN = 1091.02 (8") INV IN = 1091.02 (8") INV OUT = 1091.02 (8")	517978.70	2723824.87
03	Construct 60" I.D. Sanitary Sewer Manhole	RIM = 1105.14 INV IN = 1091.79 (8") INV OUT = 1091.79 (8")	518071.40	2723968.36
04	Construct 60" I.D. Sanitary Sewer Manhole	RIM = 1106.00 INV IN = 1092.21 (8") INV IN = 1093.26 (8") INV OUT = 1092.21 (8")	518133.64	2724014.51

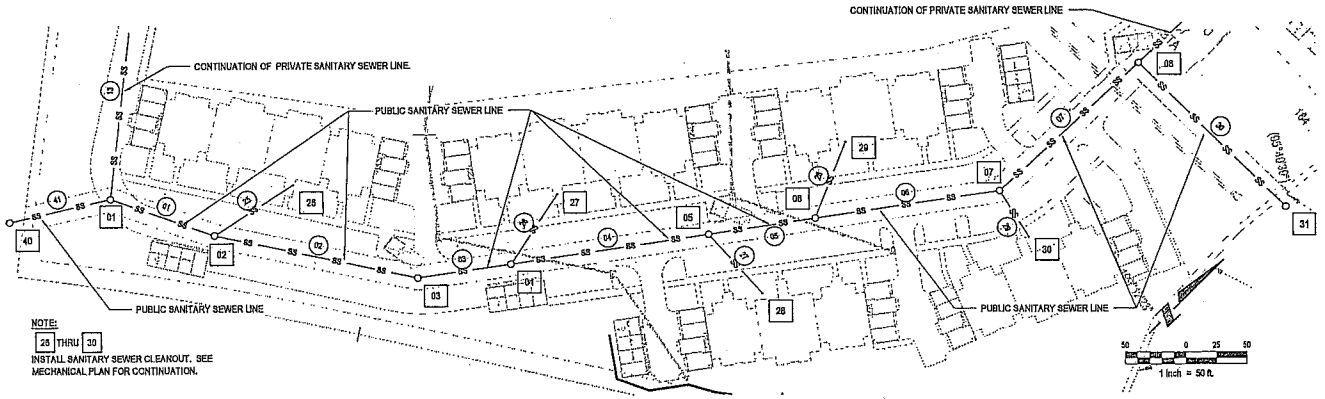
CONSTRUCT SANITARY SEWER MANHOLE

ct ID	Description	Details	Northing	Easting
05	Construct 60" I.D. Sanitary Sewer Manhole	RIM = 1110.01 INV IN = 1092.88 (8") INV IN = 1093.94 (8") INV OUT = 1092.88 (8")	518255.85	2724112.29
06	Construct 60" I.D. Sanitary Sewer Manhole	RIM = 1112.00 INV IN = 1093.28 (8") INV IN = 1094.38 (8") INV OUT = 1093.28 (8")	518336.99	2724184.85
07	Construct 60" I.D. Sanitary Sewer Manhole	RIM = 1112.00 INV IN = 1093.97 (8") INV IN = 1095.15 (8") INV OUT = 1093.97 (8")	518456.29	2724258.22
30	Construct 60" I.D. Sanitary Sewer Manhole	RIM = 1093.73 INV IN = 1083.28 (8")	517887.50	2723696.97

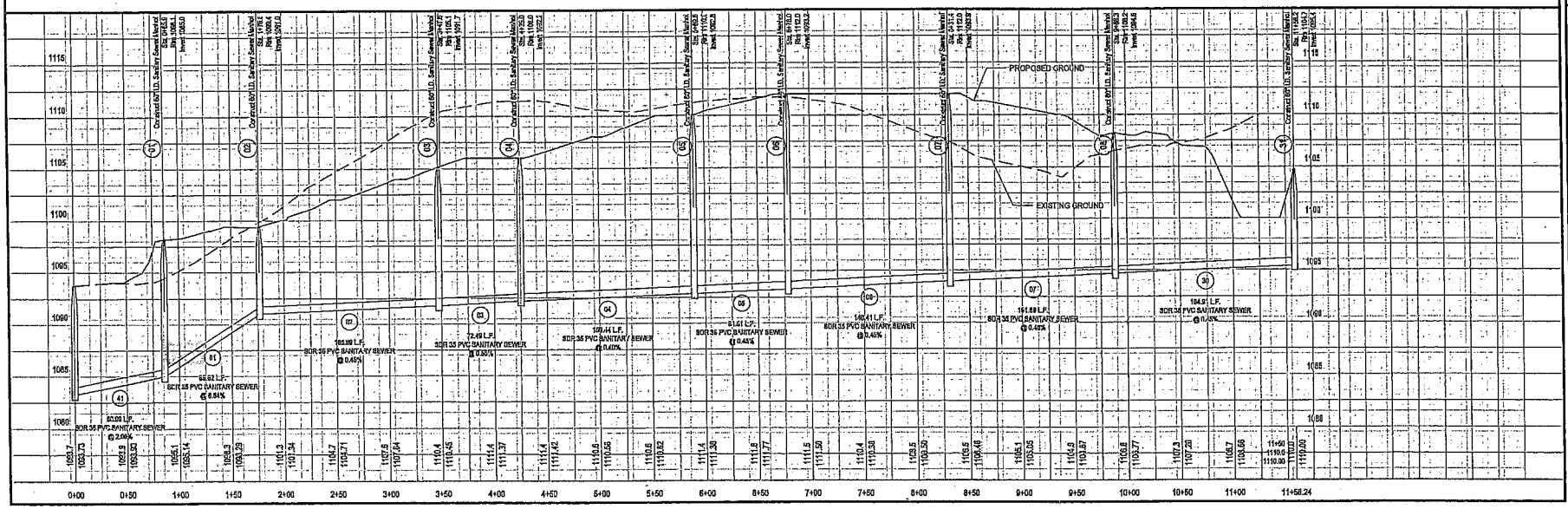
INSTALL SANITARY SEWER PIPE

Ct ID	Material	Size	Length	Slope
01	SDR 35 PVC SANITARY SEWER	8"	85.62	6.84%
02	SDR 35 PVC SANITARY SEWER	8"	165.89	0.45%
03	SDR 35 PVC SANITARY SEWER	8"	72.49	0.55%
04	SDR 35 PVC SANITARY SEWER	8"	159.44	0.40%
05	SDR 35 PVC SANITARY SEWER	8"	83.51	0.45%
06	SDR 35 PVC SANITARY SEWER	8"	148.41	0.45%
07	SDR 35 PVC SANITARY SEWER	8"	151.89	0.45%
30	SDR 35 PVC SANITARY SEWER	8"	184.91	0.45%
41	SDR 35 PVC SANITARY SEWER	8"	80.99	2.00%

Diggers Hotline Of Nebraska
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Metro Omaha 344-3565
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Scale: Horiz. 1"=50'
Vert. 1"=5'



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CIMARRON WOODS
REPLAT TWO
SARPY COUNTY, NEBRASKA

EXHIBIT "K-1"
PUBLIC
SANITARY SEWER
PLAN AND PROFILE

Revisions			
No	Date	Description	
1	2/5/2019	CITY COMMENTS	

Proj No: P2002.153.002
Date: 3/15/2018
Designed By: MBS
Drawn By: BJW
Checked By:
Sheet 1 of 2

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3/12/2018 11:15:44 AM

CONSTRUCT AREA INLET

Δ ID	Description	Details	Northing	Easting
STM27	Construct Type IV Curb Inlet	RIM = 1098.73 INV IN = 1095.24 (18") INV OUT = 1095.19 (30")	518438.15	2723765.96
STM28	Construct Type IV Curb Inlet	RIM = 1100.72 INV IN = 1095.63 (18") INV OUT = 1095.63 (18")	518471.89	2723874.17
STM29	Construct Type IV Curb Inlet	RIM = 1102.29 INV IN = 1095.78 (18") INV OUT = 1095.78 (18")	518508.81	2723982.36

CONSTRUCT STORM SEWER MANHOLE

○ ID	Description	Details	Northing	Easting
STM30	Construct 60" Storm Sewer Manhole	RIM = 1106.23 INV IN = 1100.19 (18") INV OUT = 1100.19 (18")	518598.78	2723582.75

CONNECT TO STORM SEWER

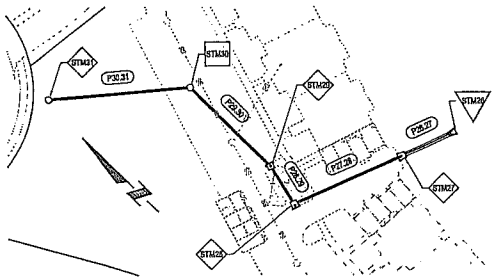
ID	Description	Details	Northing	Easting
STM31	Construct 60" Storm Sewer Manhole	RIM = 1118.74 INV OUT = 1112.62 (18")	518875.71	2723593.33

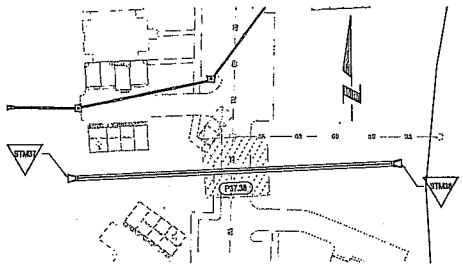
INSTALL FLARED END SECTION

Δ ID	Description	Details	Northing	Easting
STM26	Install 30" Flared End Section	RIM = 1097.80 INV IN = 1095.00 (30")	518419.53	2723811.03
STM37	Concrete Flared End Section	RIM = 1103.30 INV IN = 1100.00 (30")	518582.84	2724127.62
STM38	Concrete Flared End Section	RIM = 1104.12 INV OUT = 1100.82 (18")	518594.25	2724400.43

INSTALL SANITARY SEWER PIPE

○ ID	Material	Size	Length	Slope
P28.27	R.C.P. STORM SEWER	30"	45.37	0.40%
P27.26	R.C.P. STORM SEWER	18"	92.24	0.40%
P28.29	R.C.P. STORM SEWER	18"	30.15	0.40%
P29.30	R.C.P. STORM SEWER	18"	88.01	4.74%
P30.31	R.C.P. STORM SEWER	18"	112.32	10.59%
P37.38	R.C.P. STORM SEWER	36"	273.85	0.30%



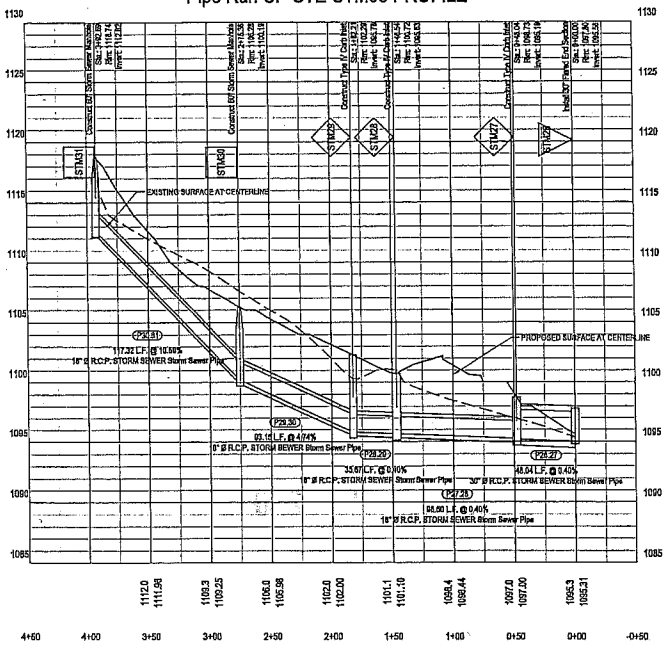


50 0 25 50
1 Inch = 50 ft.

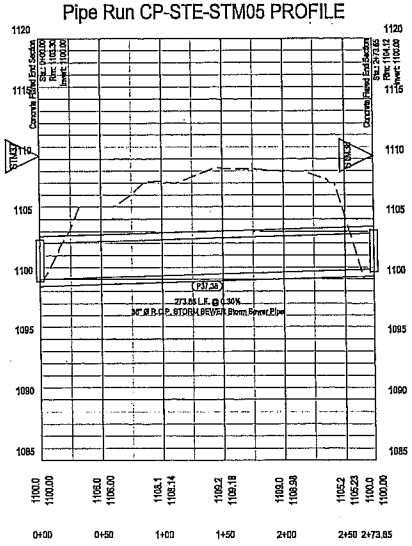
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Scale: Horiz. 1"=50'
Vert. 1"=5'

Pipe Run CP-STE-STM03 PROFILE



Pipe Run CP-STE-STM05 PROFILE



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CIMARRON WOODS REPLAT TWO
SARPY COUNTY, NEBRASKA

EXHIBIT "K-2"
PUBLIC STORM SEWER
PLAN AND PROFILE

Revisions		
No.	Date	Description

Proj No: P2002.153.002
Date: 03/11/2010
Designed By: MSS
Drawn By: BJW
Checked By:
Sheet 2 of 2

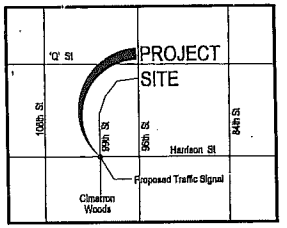
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Improvement Plans for

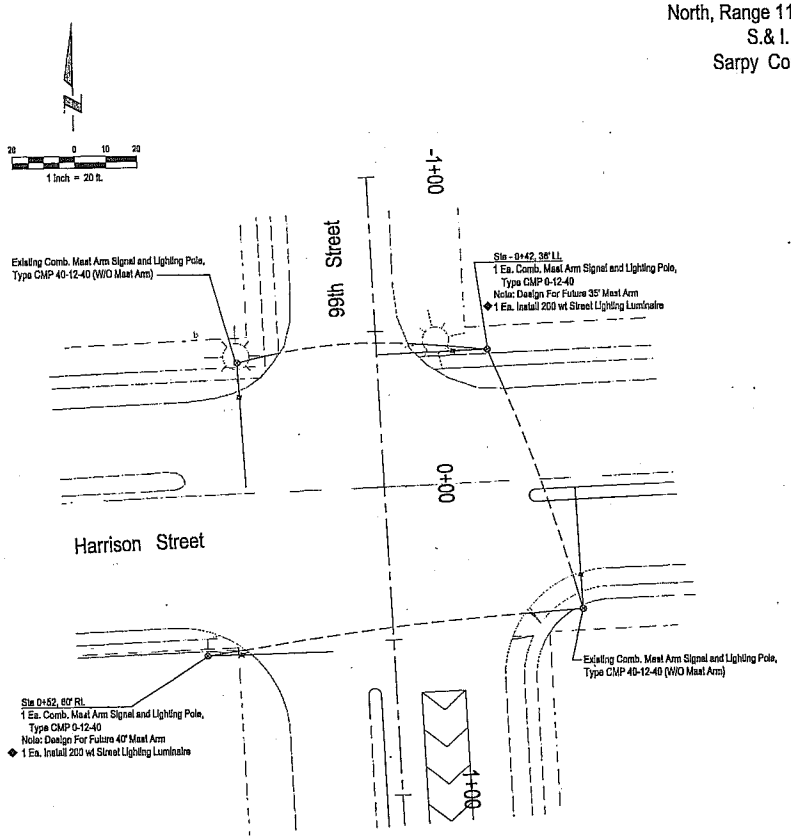
CIMARRON WOODS

TRAFFIC SIGNALS - SECTION II

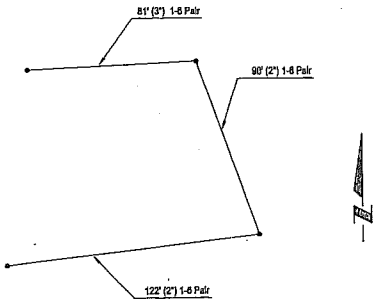
Located in the East 1/2 of the NW 1/4 and also together with part of the NE 1/4 of Section 16, Township 14 North, Range 11 East, of the 6th P.M.
S.& I. D. No. 237
Sarpy County, Nebraska



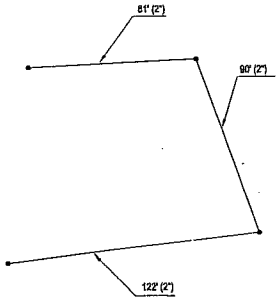
VICINITY MAP



NOTE:
COMBINATION MAST ARM POLES ARE TO INCLUDE TRANSFORMER BASE AND A 12' ARM FOR LUMINAIRE HEAD. SIGNAL MAST ARMS ARE NOT PART OF THIS PROJECT AND ARE SHOWN FOR REFERENCE ONLY.



LOW VOLTAGE WIRING DIAGRAM
1"=30'



HIGH VOLTAGE WIRING DIAGRAM
1"=30'

LEGEND

- R.O.W LINE
- CONDUIT IN TRENCH
- CONDUIT UNDER ROADWAY
- PULL BOX
- LUMINAIRE

GENERAL NOTES

1. ◆- Indicates material will be supplied by OPPD, Omaha center located at 43rd and Leavenworth Streets.
2. All surface materials that are disturbed by excavation and backfilling operations shall be replaced and restored in kind considered incidental to other pay items.
3. The locations of all aerial and underground utilities are not indicated on these plans. Underground utilities whether shown or not will be located by utilities upon the request of protection of all underground and aerial utilities and constructions.
4. Contractor to supply and install the service cable (3-SC) from the power source to the service disconnect (pedestal), the service entrance cable (2-SEC) and grounding conductor (1-GC) form the service disconnect (pedestal) to the traffic signal controller cabinet, and the street lighting cable (1-3/C) from the service disconnect (pedestal) to the transformer base of the nearest signal pole for street lighting.
5. Sprinkler systems may exist within the area of the signal construction. The contractor shall determine if sprinkler systems exist by the use of probing methods. The cost to repair any damage to sprinkler systems caused by the contractor shall be incidental to other pay items.
6. The contractor shall contact the City of Omaha with two weeks notice in order to arrange to have a representative from the county to come out to field locate the service disconnect pedestal. The service disconnect pedestal shall be installed and connected to the power source as soon as possible after construction begins on the signal.
7. The contractor shall order traffic signal hardware immediately following awarding of the contract to allow as much time as possible for the equipment order to be filled.
8. The contractor shall contact Robert Adams (O.P.P.D) at 636-3333. This shall be done before construction begins on this project. This is to coordinate the installation of the underground wiring for the overhead luminaire heads.

APPROXIMATE QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNIT
1.	COMB. MAST ARM SIGNAL AND LIGHTING POLE (TYPE, CMP 0-12-40)	2	EA
2.	3" PVC CONDUIT - BORED	46	LF
3.	3" PVC CONDUIT - TRENCHED	35	LF
4.	2" PVC CONDUIT - BORED	358	LF
5.	2" PVC CONDUIT - TRENCHED	149	LF
6.	INSTALL 200 wt STREET LIGHT LUMINAIRE	2	EA
7.	8-PAIR COMMUNICATION CABLE	293	LF
8.	SERVICE DISCONNECT PEDESTAL	1	EA

E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
7130 SOUTH 26TH STREET, SUITE B
LINCOLN, NE 68516-5941
PHONE: (402) 420-7277
FAX: (402) 420-7278
1200 N STREET
SUITE 100, P.O. BOX 83927
LINCOLN, NE 68501
PHONE: (402) 895-4700
FAX: (402) 895-3599

CIMARRON WOODS REPLAT TWO
99TH STREET & HARRISON STREET
IMPROVEMENTS
S.& I.D. NO. 237
SARPY COUNTY, NEBRASKA

HARRISON STREET & 99TH STREET TRAFFIC SIGNAL PLAN

No	Revisions Description	Date

Proj No: 2002\153\02
Date: 01/29/2010
Designed By: JAV
Drawn By: JAV
Checked By:
Sheet 1 of 1

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EXHIBIT "L", HARRISON STREET &99TH STREET TRAFFIC SIGNAL PLAN, 3/11/10

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2005-00100
2005 JAN -3 P 02:15

Lloyd J. Dowding
REGISTER OF DEEDS

COUNTER DE C.E.
VERIFY D.E.
PROOF
FEES $ 14.00
CHECK#
CHG MoA CASH
REFUND CREDIT
SHORT NCR
Fullenkamp Doyle & Jobeun

THIS PAGE ADDED FOR RECORDING INFORMATION.

DOCUMENT STARTS ON NEXT PAGE.

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

RESIDENTIAL SUBDIVISION AGREEMENT
Cimarron Woods Subdivision
PUD-1 Planned Unit Development

THIS AGREEMENT, made this 7th day of April, 2004, by and between TORCO DEVELOPMENT, INC., a Nebraska corporation, (hereinafter referred to as "Torco"), and CIMARRON WOODS EAST, INC., a Nebraska corporation (hereinafter referred to as "Cimarron Woods East, Inc." and referred to for convenience as "Sudbeck", said Torco and Sudbeck being hereinafter referred to collectively as "Developer" or "Subdivider"), and SANITARY AND IMPROVEMENT DISTRICT NO. 237 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "District"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City");

WITNESSETH:

WHEREAS, Developer will develop 225.57 acres generally located southwest of 96th and Harrison Street, with boundaries as described on Exhibit "A" hereto and to be known as Cimarron Woods Subdivision; and

WHEREAS, Developer proposes to subdivide and develop the Subdivision in the manner shown on the "Cimarron Woods Final Plat" prepared by E & A Consulting Group, Inc. and Thompson, Dreessen & Dorner, Inc., a copy of which plat is attached hereto as Exhibit "B," said platted area consisting of two tracts, i.e. Tract "A" and Tract "B" as legally described on Exhibit "B" and separated by the Burlington Northern Railroad right-of-way; and

WHEREAS, Torco owns, or is to own, 186.987 acres within the Subdivision which is described as Tract "A" on the final plat (Exhibit "B") and Sudbeck owns, or is to own 36.67 acres within the Subdivision which is described as "Tract "B" on the final plat (Exhibit "B"). Tract "A" has been subdivided into 379 residential lots, one multi-family lot, plus Outlots A through E, inclusive, and Tract "B" has been subdivided into 127 single family lots, plus Outlots F and G.

WHEREAS, Developer has requested City to approve the platting of the Subdivision, as more fully shown on Exhibit "B" hereto, and to approve a connection of said Subdivision to the City's sewer and drainage systems; and

WHEREAS, the Developer and District propose that the District will build certain public improvements in or for the benefit of the Subdivision, the District being a Sanitary and Improvement District created at the request of and controlled by the Developer, Developer being Owner of all the lands within the boundaries of the Subdivision; and

WHEREAS, Torco has engaged E & A Consulting Group, Inc. as Engineer for the portion of the Subdivision to be developed by it, and Sudbeck has engaged the firm of Thompson, Dreessen & Dorner, Inc. as Engineer for the portion to be developed by it; and

WHEREAS, Developer has requested platting of the Subdivision under Section 5.15 of the La Vista Zoning Code pertaining to Planned Unit Developments (PUD-1 Planned Unit Development) and has agreed to meet all conditions of development and other requirements of said zoning as determined by the City; and

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the subdivision or

Return to: Fullenkamp, Doyle + Jobeun
11440 W. Center Rd, Ste C
Omaha NE 68144

serving the subdivision and the extent to which the contemplated public improvements specially benefit property within the subdivision and to what extent the cost of the same shall be specially assessed against the property of Developer, and other matters pertaining to the development of the Subdivision and the health, safety and welfare of the City, the District, their inhabitants and the public.

NOW, THEREFORE, IT IS AGREED as follows:

1. Definitions

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

A. "Improvement" or "public improvement" shall include all paving, storm sewer, sanitary sewer, culverting, water, gas, electrical, street lighting, traffic control and any other item of infrastructure, together with land acquisition and recreational improvement thereof, or other public use, interest in real estate, other capital assets, connection rights or other acquired rights which are acquired, in whole or in part, by use of District funds, obligation or credit, and shall include any of the foregoing that are placed upon public land or on land to become public or within street right-of-way or public easement regardless of the source of funding.

B. "Construction cost" of an improvement shall mean the amount paid to the contractor, contractors' utility or persons installing the improvement or performing the work, together with all other costs incurred in or related to the construction of the improvement.

C. "Cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs and miscellaneous costs. In this connection, financing costs shall include all fiscal agent's warrant fees and costs, interest on warrants to date of funding by issuance of bonds and all bond fees and costs. Miscellaneous costs of the improvement shall include the pro rata share of the general unallocated costs of the District, which unallocated costs shall be prorated to each improvement on the basis that the entire cost of each improvement bears to the entire cost of all improvements constructed by the District.

D. "Declaration of Covenants, etc." shall mean the "Declaration of Covenants, Conditions, Restrictions and Easements for Cimarron Woods Subdivision" in the form approved by City and filed by Torco Development, Inc. and Sudbeck Construction Company as owner of all lands within the subdivision (Developer herein), the recording information for which Declaration of Covenants, etc. is identified on Exhibit "H" hereto.

E. "Corps of Engineers 404 Permit (Nationwide No. 39)" shall mean the separate United States Corps of Engineers Permit issued for Tract "A" under the authority of the Department of the Army Nationwide Permit No. 39, establishing requirements and limitations thereof, a copy of said Permit being attached as Exhibit "I-1".

"Corps of Engineers 404 Permit (Individual)" establishing requirements to be performed by Developer in advance, or in conjunction with the grading of Tract "B" and ongoing requirements and limitations of said Permit, a copy of which is attached hereto as Exhibit "I-2".

F. "General Obligation" or "general obligation of the District" shall mean the amount by which the entire cost of a particular improvement or type of improvement exceeds the

C

amount of special assessments levied by the District in respect to such improvement or type of improvement.

G. "Land Utilization and Preparation Costs." Except as stated below, "Land Utilization and Preparation Costs" shall include, but not be limited to, all costs pertaining to, or arising out of, determination of feasibility, acquisition, reclamation, preparation, enhancement and/or utilization of land, and all engineering, legal, contracted or other services related thereto or to the following:

(1) Soil and water tests, topographic surveys, geotechnical investigation and environmental studies and drainage studies, surveying, staking and testing;
(2) Platting (preliminary and final) and replatting;
(3) Excavation, filling, compaction and testing thereof;
(4) Grading;
(5) Erosion and silt control, including installation and removal thereof;
(6) Environmental studies and permits required by Corps of Engineers or other governmental agencies having jurisdiction in the matter and costs of compliance with the terms of such permits and requirements thereof;
(7) Buffer zones and areas to be landscaped or beautified, including trees and other plantings therein or therefor;
(8) Traffic and other required studies;
(9) Such other costs incurred to utilize and/or prepare land to a City approved final grade, elevation and soil condition ready for installation or construction of the public improvements authorized by this Agreement or to enhance or beautify the land.

Except as otherwise provided in this Subdivision Agreement, the costs of detailed design, testing, finish grading, staking, silt control, trenching, refill, recompaction and actual installation and/or construction of City approved public improvements occurring within dedicated right-of-way or within City approved easement shall not be a Land Utilization and Preparation Cost, but shall be costs of the specific public improvement therein being constructed.

H. "Maximum general obligation" of the District shall mean the amount by which the total indebtedness of the District incurred in respect to all improvements within or for the benefit of the subdivision exceeds the total of special assessments levied or to be levied in respect to all such improvements.

I. "Planned Unit Development" shall mean a development under Section 5.15 PUD-1 Planned Unit Development of the La Vista Zoning Code. The meaning of words therein shall control the meaning of the same words herein, except where the meaning herein is clearly intended to be otherwise.

J. "Plat" or "the Plat," unless a contrary intent is indicated, shall mean the final plat approved by the City Council, a copy of which is attached as Exhibit "B".

K. "Property benefited" shall mean property within the subdivision (Exhibit "B") which constitutes buildable sites, as defined in Subsection 5-B, infra.

L. "Burlington Northern Railroad" or "Railroad" shall mean the Chicago, Burlington & Quincy Railroad, now known as Burlington Northern & Santa Fe Railroad.

M. "Cimarron Woods West Homeowners' Association" or "Tract A Homeowners' Association" shall be the property owners association for Tract "A" (herein sometimes referred to as "Tract A Property Owners Association") and shall mean the Nebraska nonprofit corporation formed pursuant to, or in furtherance of, the Cimarron Woods West Declaration of Covenants, etc. and consisting of all property owners of Tract "A" in the manner and for such purposes as are provided in the "Cimarron Woods West Declaration of Covenants, etc." prepared by the Developer and approved by the City, for the development of Tract "A" of the Subdivision.
"Cimarron Woods South Homeowners' Association" or "Tract B Homeowners' Association" shall be the property owners association for Tract "B" (herein sometimes referred to as "Tract B Property Owners Association") and shall mean the Nebraska nonprofit corporation formed pursuant to, or in furtherance of, the Cimarron Woods South Declaration of Covenants, etc. and consisting of all property owners of Tract "B" in the manner and for such purposes as are provided in the "Cimarron Woods South Declaration of Covenants, etc." prepared by the Developer and approved by the City, for the development of Tract "B" of the Subdivision.

Said Declarations shall, as among other subjects, provide for the Homeowners' Association to maintain and repair open space, buffer areas and recreational facilities and land in a manner consistent with this Agreement, and in default thereof, shall provide for the City's right to take such actions as needed to cause any deficiency or default therein to be assessed against lots within the Subdivision.

N. "Storm water detention" shall mean a system of open, temporary detention of storm water temporarily relieving the flow through the storm sewer system or storm drainage system during heavy storm situations or as otherwise needed.

O. "Subdivision Tract A" or "Tract A" shall mean the 186.987 acres to be developed by Torco, and described by metes and bounds as Tract "A" on the final plat.

P. "Subdivision Tract B" or "Tract B" shall mean the 36.67 acres to be developed by Sudbeck and described by metes and bounds as Tract "B" on the final plat.

Q. "Subdivision Buffer Zone" or "Buffer Zone" shall mean the exterior buffer areas shown per the Park & Boulevard Plan (Exhibit "E-1") hereto. "Industrial Buffer Zone" shall mean the thirty foot (30') easement along the borders of the Subdivision and have a common boundary with the industrial areas bordering the Subdivision on the west and on the south, including tree plantings, maintenance and replacement thereof along the entire length of said easement as located on the Park & Boulevard Plan (Exhibit "E-1") hereto, and a six foot (6') wood fence within the easement along the west edge of the Subdivision.

2. Authorized Public Improvements

Developer, District and City agree that the District may construct or install, or cause to be constructed or installed, and the credit of District shall be used for the construction of, only the following types of public improvements upon the property located within or adjacent to the boundaries

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of the District necessary connections of water, sewer, or drainage to existing or planned facilities as follows:

A. Paving. Portland concrete paving of all streets dedicated per plat (Exhibit "B"), and illustrated on "Paving and Storm Sewer Plan" attached hereto as Exhibit "C-2," all said paving to be not less than seven (7) inches in depth and twenty-five (25) feet in width and, except where noted on Exhibit "C-2," to be of no wider width than twenty-five (25) feet.

B. Sanitary Sewer (Collector System). All sanitary sewer mains, manholes, siphon and all related appurtenances constructed as more fully illustrated on "Sanitary Sewer Plan" attached hereto as Exhibit "C-1."

C. Sanitary Outfall Sewer. No sanitary outfall sewer will be required. The Subdivision's internal sanitary sewer system will connect directly to the Omaha Interceptor Sewer (sometimes referred to as the "Applewood Sewer") which crosses the Subdivision.

D. Storm Sewer. Storm sewer system, including storm sewers, inlets, manholes, junction boxes, flared end sections and related appurtenances constructed in the dedicated street right-of-way per plat (Exhibit "B") or in dedicated easementways, as more fully illustrated on Exhibit "C-2" hereto.

E. Water (Internal). Water distribution mains located within dedicated street right-of-way per plat (Exhibit "B") to be installed by Metropolitan Utilities District.

F. Water (External Supply). No District funding is authorized. (Note: External MUD water supply is in place adjacent to the Subdivision and there are no unamortized pioneer main charges to be recovered.)

G. Underground Electrical. Underground electrical service to each of the lots in the Subdivision to be installed by Omaha Public Power District ("OPPD").

H. Street Lighting. Street Lighting for public streets dedicated per plat (Exhibit "B") to be installed by Omaha Public Power District or other public provider as may be approved by the City Administrator. The cost, to the extent of cost of standard lighting poles used in the City, together with the cost of energizing, shall be general obligation. The Developer shall submit to City for review and approval all street lighting. Should the Developer opt for special design, Developer shall pay the difference in costs thereof from standard lighting used in the City, except as specifically provided herein. Within any street entrance median, from Harrison Street, the Developer may install decorative lighting, through Omaha Public Power District. Fifty percent (50%) of the cost of said lighting shall be paid by the developer at the time of installation and fifty percent (50%) shall be general obligation. In no case shall the total amount of general obligation debt attributed to Harrison Street entrance decorative street lighting exceed $17,250.

I. Sidewalks. Except to the extent authorized by Section 18-E, no credit or funds of the District shall be involved in the construction of sidewalks.

J. Recreational Trails in Street Right-of-Way. The pro rata cost of six (6) feet of the ten (10) feet concrete recreational trail along Cimarron Woods Boulevard, Josephine

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Avenue and 99th Street. The Developer shall pay the pro rata cost of the four (4) remaining feet of such right-of-way trails and the full cost of the sidewalk on the opposite side of the street.

K. Recreational Trails Not Within Street Right-of-Way. As to the extent provided for in Section 10 hereof.

L. Recreational Facilities/Equipment, Etc. Not Within the Street Right-of-Way. To the extent provided for in Section 10 hereof.

M. Civil Defense Siren. The cost of civil defense sirens required by City.

N. Land Purchases. District's purchase of Outlots D and E from Developer, to the extent and on the terms provided for in Section 10 hereof.

The exact design, location and dimensions of and detailed plans and specifications for each of the afore-described improvements, as well as any improvements in street right-of-way or public easement funded by non-District funds, are subject to prior approval by the City in advance of award of contract for construction or acquisition. Except as herein expressly provided, the credit of the District shall not be used for the construction or payment of any improvement, unless first expressly approved in writing by City.

3. Unauthorized Expenditures of District Funds

Developer and District agree that, except to the extent specifically authorized by Section 2 hereof, supra, the credit or funds of the District shall not, without prior approval of City's City Council, be used for the planning, construction, acquisition or financing of any project, facility, utility installation or connection, or connection or use related fee, or other improvement. By way of specification and not by way of limitation, Developer and District agree that District shall not, without prior approval of City's City Council, incur any indebtedness or otherwise involve its credit or expend any of its funds in the planning, construction, acquisition, installation or financing of:

A. Any swimming pool, golf course, park, playground, lineal trails or other recreational land or facility, or equipping thereof or improvements thereto, except as specifically authorized in Section 10 hereof.

B. The advancement or payment of any fee, connection fee, deposit, surcharge, demand charge or similar charge, whether or not refundable, imposed by any utility or other entity providing or contemplating providing utility-type service to the area to be developed.

C. Any Land Utilization and Preparation Costs as defined in Subsection 1-G.

D. Sidewalks and improved pedestrian ways, except as authorized for certain residential lot perimeter sidewalks as provided in Subsection 18-E and walking trails as authorized in Section 10 hereof.

E. Any sodding, seeding, tree and plant plantings or other landscaping, including that contemplated on street right-of-way or public property, except as provided in Section 10 hereof.

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F. The payment of any sewer or water connection fee, sewer use or treatment fees, or water charge for lots or properties within or without the area to be developed.

G. Any gas distribution system or any external gas supply line.

H. The purchase or acquisition of real estate or interest therein, except as authorized by Section 10 hereof or as otherwise authorized by City.

I. Costs of abandonment, relocation, or modification of existing utilities or transmission facilities or easements, including electrical, communication, gas or petroleum product transmission lines, pipes and facilities.

J. Perimeter or other fencing for or within subdivision.

K. Cost of open drainage and/or temporary retention of storm waters.

L. The cost of wetland mitigation, if any, whether on site or off site.

M. The cost of any traffic study.

N. The cost of landscaping or natural screening of private property, or except as otherwise expressly authorized by this Agreement, of public property or right-of-way.

O. The cost of Developer's acquisition of additional street right-of-way for the west half of 104th Street Subdivision entrance as provided for in Subsection 18-L.

4. Allocation of Cost of Improvements

Developer, District and City agree that the cost of public improvements (except those constructed with private funds or to be paid by private funds) constructed by the District within the subdivision (Exhibit "B") as authorized by Section 2, supra, shall be defrayed as follows:

A. Paving. One hundred percent (100%) of the cost of all paving of streets shown per plat (Exhibit "B") shall be paid by the special assessment against the property benefited within the area to be developed, except: (1) the cost of that portion of each of the intersections which do not abut property, as more specifically shown on the typical intersection diagrams attached hereto as Exhibit "F" may be treated as a general obligation of the District; (2) the cost of extra width paving (that exceeding 25' in width) within the Subdivision may be general obligation, but in no event shall any portion of paving less than 25' in width be treated as general obligation; and (3) fifty percent (50%) of the cost of street paving only adjacent to Outlots A and C may be treated as general obligation of the District.

B. Storm Sewer. One hundred percent (100%) of the cost of all storm sewers within the Subdivision, or functioning as a transporter of storm water to points outside the Subdivision, including manholes, inlets and other appurtenances, for storm sewers twenty-four (24") inches in size or less shall be specially assessed. Any public storm sewer located in a public street within the subdivision, the size of which is in excess of twenty-four (24") inches in size, may be generally obligated for the difference in material and installation cost between a twenty-four (24") inch pipe and the actual size

required, which difference shall be general obligation. No portion of manholes, inlets or appurtenances may be general obligation.

C. Sanitary Sewer (Collector System). One hundred percent (100%) of the cost of all sanitary sewers constructed within or serving the area to be developed, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the subdivision. Except as may otherwise be provided in Subsection 4-D, infra, pertaining to outfall sewer, no portion of the cost of the sanitary sewer system shall be borne by general obligation of the District.

D. Sanitary Outfall Sewer. The Subdivision's sanitary sewer system connects into the City of Omaha's Applewood sewer which transverses the Subdivision. The cost of connecting the District's collection system to the City's system shall be a cost of the collection system and shall be specially assessed. The Subdivision will not require connection, direct or indirect, to the Sarpy Industrial Sewer.

E. Water - Internal. One hundred percent (100%) of the cost of the water distribution system serving the area to be developed shall be specially assessed against property benefited within the area to be developed, including the cost of such contract charges as are authorized to be paid to Metropolitan Utilities District by the provision of Subsection 2-E, supra. No portion of the cost of the water distribution system shall be borne by general obligation of the District.

F. Water - External Supply. The cost, if any, of any Metropolitan Utilities District "contribution", "pioneer main charge" or other charge applicable to the Development Tract shall be specially assessed.

G. Underground Electrical. One hundred percent (100%) of the cost of the underground electrical service serving the area to be developed including contract charges authorized to be paid by District to OPPD by the provisions of Subsection 2-G, supra, together with such other charges as fall within the definition of "cost" as defined in Subsection 1-C, supra, and are allocable to such contract charges, shall be specially assessed against property within the area to be developed. Refunds from OPPD, if any, on account thereof, shall be credited in the manner provided in Subsection 8-F.

H. Street Lighting. The cost of the monthly contract charges paid to Omaha Public Power District or other public provider as approved by the City Administrator for furnishing lighting of public streets shall be paid from the general operating funds of the District. The cost attributable to upgrades of street lighting pole and fixtures beyond the standard street lighting fixtures in the City shall be at the expense of the Developer/Homeowners' Association except as specifically provided for under Section 2(H).

I. Perimeter Sidewalks. To the extent authorized by Section 18-E, District funds or credit may be used for perimeter sidewalks.

J. Walking Trails Within Street Right-of-Way. To the extent specifically authorized by Section 10 and subject to the proration of cost via special assessment as therein set forth, the cost (or proration of cost) of the initial installation of walking trails within street right-of-way of boulevard style streets within Tract "A" may be financed by the District

and may be subject to general obligation of the District. The plans and costs for such improvement are subject to prior City Council approval.

K. Recreational Open Space. District's funds may be used for the purchase of recreational land to the extent specifically authorized by Section 10, the cost of which shall be general obligation to the extent provided for in said Section 10. The proposed date of installation, the specific proposed equipment and the costs thereof must be approved by the City Council.

L. Recreational Facilities and Equipment. District funds may be used for the capital expenditure and maintenance of recreational facilities and equipment to the extent authorized in Section 10 hereof.

M. Civil Defense Siren. The cost of civil defense sirens required by City may be general obligation.

N. Sidewalks, Landscaping, Etc. The cost of sidewalks and other improvements for which use of public money is not herein specifically authorized shall be paid by the Developer without use of District's credit or funds.

O. Traffic Signals. To the extent authorized by Section 19-Q hereof "Traffic Control Signals", the District may expend and generally obligate funds of the District.

P. Repair and Reconstruction. Repair or reconstruction of a public improvement shall not be a general obligation of the District nor shall construction fund warrants be issued therefor without the prior written approval of the City Administrator in consultation with the City Engineer. When approved, the cost of repair or reconstruction of improvements for which the original contractor and/or its bonding company has no further obligation may be borne by general obligation of the District. Maintenance of public improvements may be paid from District's general fund to the extent not herein provided to be an expense to be paid by the Developer or the Subdivision's Homeowners' Association.

EXCEPT TO THE EXTENT SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT TO THE CONTRARY, ANY AND ALL COSTS OR OBLIGATIONS WHICH THE DISTRICT SHALL INCUR IN CONNECTION WITH ANY IMPROVEMENT, FACILITY, CONSTRUCTION, UTILITY INSTALLATION, CONNECTION FEE OR FINANCING SHALL BE ONE HUNDRED PERCENT (100%) SPECIALLY ASSESSED. THE MAXIMUM GENERAL OBLIGATION DEBT HEREIN PROVIDED FOR SHALL NOT BE EXCEEDED.

5. Special Assessments

Developer and District covenant and agree:

A. General Requirements. District shall levy special assessments in the amount required by this Agreement and in the manner provided by law and in accordance with the provisions of this Agreement. Unless the City agrees otherwise, the Developer will levy all special assessments attributable to a particular type of improvement at one time and no buildable lot shall be exempted from such levy. Levy of special assessments shall be on a front foot basis unless City agrees otherwise. Levies attributable to particular improvements shall in no way preclude subsequent levies for enhancements or

additional improvements, whether or not of the same kind. Unless otherwise directed by the City, the District shall cause all sums collected on special assessments to be immediately applied in payment of principal and interest on outstanding warrants of the District.

B. Levy of Special Assessments. Except as may otherwise be agreed to by City, all said District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne on an equitable basis by lots or parcels or portions of lots or parcels which are truly buildable sites. If any lots, parcel or part thereof, or other are within the area to be developed is not a buildable site by reason of insufficient size or dimensions or by reason of its having been acquired for any public purpose, or by reason of easement of similar burdens or by reason of floodway or flood plain restrictions, or for any other reason, then no portion of the total amount to be levied for special assessments shall be levied against said unbuildable lot, parcel, or other area, and the amount that otherwise would have been levied against same shall be spread and levied against the lots or parts thereof, within the area to be developed which are buildable sites. The City's Engineer will determine which sites, if any, are not buildable sites. Attached hereto as Exhibit "G" is Developer's determination of the lots within the subdivision which Developer considers to be buildable lots. Except as City may otherwise authorize, costs shall be allocated and special assessments shall be levied on a front footage basis.

C. Notice to City. At least forty-five (45) days prior to setting the date of any hearing of the Board of Trustees of the District to be held for the purpose of equalizing or levying special assessments against property benefited by any improvements constructed by District, submit to City in writing the following:

(1) A detailed statement of the costs and schedule of the proposed special assessments and the amount, if any, of proposed general obligation costs of any improvement or acquisition;

(2) A plat of the area to be assessed;

(3) A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:

(a) the amount paid to each contractor regarding said improvement;

(b) an itemization of all other costs of the project, including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to date of levy or funding by issuance of bonds if later, estimated fiscal agent's warrant fees and bond fees and other fees incurred in connection with construction and/or financing of the improvements;

(c) an itemization of all construction related costs of the District not itemized in (a) or (b) above;

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(d) a separate description and itemization of the costs proposed not to be levied, i.e. to be "general obligation" of the District by type of improvement and location (see Subsection 11-G);

(e) the District engineer(s) certification required by Subsection 11-G that none of the labor and material for which District funds or credit are utilized are Land Utilization and Preparation Costs within the meaning of Subsection 1-G hereof.

(4) Notice of the date, time and place of such meeting.

D. Time of Levy. District will not unreasonably delay acceptance of an improvement and that District shall levy special assessments, and in any event, within six (6) months after installation of internal water for that tract of the Subdivision.

E. Interest Rate on Levy. In setting the rate of interest for special assessments levied by the District, the District shall set same at the maximum authorized by law for special assessments.

F. City Predetermination of Compliance. District shall not proceed with any levy of special assessments except in accordance with the terms hereof and only after City has determined the proposed special assessments to be in accordance herewith, which determination City agrees it will conclude and communicate to District at the latter of the following dates: (1) forty-five (45) days from City's receipt of the notice to be given pursuant to Section 5-C above, or (2) thirty (30) days following City's receipt of all additional information it may request for purposes of determining such compliance.

G. Administrative Plats. Should any of the platted lots per Exhibit "B" be split, consolidated or boundary adjusted, all special assessments levied on the lot will be paid at the time of such administrative plat, unless the City otherwise agrees.

H. Estimation of Bond Fees to be Specially Assessed. If special assessments are timely levied and unless circumstances at the time of levy shall make it apparent to the contrary, it shall be assumed in estimating the amount of specially assessed debt (non-general obligation debt) to be financed by bonds and resulting bond fees to be incurred in respect to issuance of bonds on account thereof, that by time of bond issuance, fifty percent (50%) of the total amount specially assessed shall have been collected and shall have been used to retire warrants and that the specially assessed portion (non-general obligation portion) of the debt of the District outstanding at date of bond issuance will have been reduced by a similar dollar amount.

6. Maximum General Obligation Debt

Developer and District warrant, covenant and agree that, notwithstanding any other provision of this Agreement to the contrary, the total amount of general obligation debt of the District arising from the District's activities and expenditures in connection with all phases of the construction of the improvements authorized herein shall not in the aggregate, in any event, exceed the total of the amount of general obligation authorized by Subsections 4-A, 4-B, 4-H, 4-I, 4-J, 4-K, 4-L, 4-M, 4-N, 4-O, 4-P, 18-E and Section 10 hereof, excluding any amounts not allocable to District under the Infrastructure Allocation Agreement. To the extent such general obligation of the District would have otherwise exceeded such total at date of levy of special assessments, the general obligation of the

District shall be reduced and the amount specially assessed for paving, storm sewer and sanitary sewer improvements shall be increased.

7. Formula to be Applied by Both District and City

The method herein provided for computing special assessment and general obligation for the improvements herein authorized shall be binding on both the District and the City. City covenants and agrees that should City annex the area to be developed, or any part thereof, prior to District's levy of special assessments for the improvements authorized in Section 2 hereof, supra, and thereby succeed to said District's power to levy special assessments, that City will levy same in accordance with Sections 4 and 5 supra. All parties covenant and agree that nothing in this Agreement shall be construed so as to oblige the City to annex the Development Tract or any part thereof.

8. General Covenants of Developer and District

Developer and District covenant, warrant and agree that:

A. Compliance with City Construction Requirements. District will abide by and incorporate into all contracts for improvements the provisions required by the regulations and standards of the City pertaining to construction of public improvements in subdivisions and within street right-of-way and testing procedures therefor.

B. Preconstruction Contracts. District will present to the City, prior to the commencement of construction of any improvement, binding contracts between the District and contractors providing for the installation of improvements authorized herein, and a binding agreement between the District and its fiscal agent providing for the placement of warrants and/or bonds of the District to finance the cost of the improvements authorized herein, and said fiscal agent's approval as to the terms of this subdivision agreement.

C. Easements. Prior to commencement of construction of improvements, District will obtain and file of record permanent easements for all sanitary and storm sewer lines, utilities and any other improvements authorized by Section 2 hereof, supra, which are not situated on dedicated street right-of-way. Said easements shall be granted by Developer at no cost to District or City and shall be in form satisfactory to City's Attorney and City's Engineer.

D. Entrance Signage and Median Landscaping and Fencing. Installation and maintenance of entrance signs or related fixtures and any median landscaping and related fixtures and any subdivision perimeter fencing shall be paid for by the Developer or the subdivision's homeowners' association. Plans for such proposed improvements that are to be located in public right-of-way on public property and a proposed maintenance agreement for the improvements with the homeowners' association must be submitted to the City for review and approval prior to the installation of improvements.

E. Utility Refunds/Rebates. That to the extent any costs of the external water supply main described in Section 2-F shall not have been specially assessed, all refunds, rebates and allowances of every kind and description received from the water utility (MUD) in respect to further water connections to such water main and all other refunds and rebates given in respect to any of the improvements financed by the District shall

belong to the District and not the Developer, and Developer hereby assigns to District any right Developer may have thereto or therein.

F. Underground Electrical Refund/Rebate. All contract charges for underground power authorized to be paid by District to OPPD, including both the basic charges and refundable charges, together with all other charges and costs incident thereto, shall be specially assessed against property within the area to be developed. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by OPPD to District or its successors shall be credited as follows:

(1) If the refund is prior to the levy of special assessments for underground electrical service, said refund shall be credited as a reduction in the total cost of the underground electrical services to be levied against said lot.

(2) If the refund is after the date of the levy of special assessments for underground electrical service, said refund shall be credited as a payment on the balance owing on the special assessment levied against said lot in connection with underground electrical service for said lot.

(3) If the refund is after the date of levy and payment in full of special assessment, said refund shall be repaid to persons paying the special assessment or their assignees.

G. District Funding re Annexation Issues. The District shall not sue or fund any lawsuit to prevent any annexation of property within the District by the City, except that in the event the City annexes only a part of the District, the District does not waive its right to contest a proper division of assets and liabilities.

H. Natural Gas Source. Developer and District may choose a qualified supplier of natural gas, whether public or private, to install natural gas distribution mains and other service lines within the Subdivision; provided, however, that the qualified natural gas supplier chosen shall agree (a) to facilitate the orderly development of the residential area; (b) to facilitate the general health, safety and welfare of residents located in the Subdivision; (c) to avoid duplication of facilities; and (d) as a precondition to installing natural gas facilities, upon annexation of the Subdivision by the City, to obtain a natural gas franchise from the City that includes jurisdiction by the City over the rates, terms and conditions of natural gas service to the same extent the City regulates other qualified natural gas suppliers franchised by the City.

I. Administration. As regards this Agreement and its implementation:

(1) No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of this Subdivision Agreement.

(2) The administration of this Agreement shall be through the offices of the undersigned officers for their respective entities.

J. Remedies. That in addition to whatever rights of enforcement of the terms hereof are herein granted to any party, each party may avail itself of all other remedies it may have to enforce the terms hereof at law or equity. By way of specification and not by way of limitation, each of the parties expressly reserve to and right to specifically

enforce full compliance of the terms and conditions of this agreement by mandatory or prohibitory injunction.

K. Covenants, Etc. The covenants and agreements of Developer and the District set forth in this Agreement are joint and several and shall constitute covenants running with the land and which are subject to City approval and cannot be changed without City approval.

L. Non-Discrimination. In the performance of this contract, neither the District nor the Developer shall discriminate against any persons or third parties on account of race, national origin, sex, age, disability, political or religious affiliations in violation of federal and state laws or local ordinances.

9. Partial Annexations

The parties mutually agree that in the event City shall annex a part of the area shown on Exhibit "B" hereto and said annexation shall not include the then entire territory of the District, then a division of assets and liabilities of the District in connection with such partial annexation of the District shall be made as may be agreed by City and District, and if they are unable to agree, then in the manner provided in Section 31-766 of the Nebraska Revised Statutes, as amended and in effect at the time. All parties agree that the City shall be under no obligation to annex the area to be developed of any part thereof.

10. Recreational and Boulevard Improvements

Developer and District shall construct and install the following:

A. Recreational Trails Within Street Right-of-Way. As shown on the final plat (Exhibit "B") and the Park & Boulevard Plan (Exhibit "E-1" and "E-3") there is to be constructed a ten (10) foot wide combination sidewalk and recreational trail within the street right-of-way of Cimarron Woods Drive, Josephine Avenue and 99th Street (herein "Boulevard Style Street"). The District shall pay sixty percent (60%) of the cost and the Developer shall pay forty percent (40%) of the cost of such trail, which Developer's forty percent (40%) of cost may be defrayed by special assessment against buildable property in the Subdivision. A typical section of a Boulevard Style Street and landscape easement is attached as Exhibit "E-2" hereto. All trees and other plantings within the landscape easement and medians of the Boulevard Style Streets required by the Plant Schedule on Exhibits "E-1" and "E-3" hereto shall be installed at Developer cost, without use of District's funds or credit.

Building Orientation. For streets shown in the Park & Boulevard Plan to be Boulevard Style Streets where there is an abutting side street that affords an opportunity for a driveway, the front of the home shall face the Boulevard Style Street where architecturally possible and the driveway shall enter from and the garage shall face the abutting side street. On corner lots abutting two Boulevard Style Streets, the homes shall face Cimarron Woods Drive where architecturally possible and the driveway/garage orientation shall be to and from the other Boulevard Style Street. These recommendations will be included with the "Declaration of Covenants, Conditions, Restrictions and Easements for Cimarron Woods Subdivision."

Maintenance. Perpetual maintenance of trails and landscaping within the street right-of-way shall be a developer expense and shall be assumed by the Homeowners' Association.

B. Recreational Trails and Facilities Not Within Street Right-of-Way. The District shall construct the following as depicted and described on the Park & Boulevard Plan (Exhibit "E-1"):

(1) Within Tract "A":

Proposed ten (10) foot wide concrete recreational trail through Outlot C and across the northern part of Outlot D and through Outlot E, together with pedestrian bridges, with removable bollards, for said trail.

Proposed splash park, restroom facility, multi-use play court, playground with drinking fountain, two (2) twenty (20) foot picnic shelters with picnic tables and grills, park benches and a lighted parking lot, as tentatively shown on the Park & Boulevard Plan (Exhibit "E-1"). The trail extension to the proposed apartment complex on Lot 380 and secondary park access and supplementary parking area shall not be built unless and until City determines the need therefor and feasibility thereof.

(2) Within Tract "B":

Proposed ten (10) foot wide concrete recreational trail along Outlot F connecting through drainage easements to 101st Street and also connecting to 96th Street, together with connection to proposed railroad underpass.

(3) Maintenance. Maintenance of recreational trails and facilities within Outlot C (excluding boulevard trail abutting on the east) and Outlots D and E shall be performed by the District at District expense.

(4) Phasing. Park improvements shall be completed in two phases as follows:

(a) Construction documents and specifications for Phase 1 will be presented to the Mayor and City Council for approval within two (2) years of the date of this subdivision agreement unless otherwise agreed to by the City. Phase 1 shall consist of the following elements recommended for approval by the Park and Recreation Advisory Committee and Planning Commission (estimated construction costs $457,000):

- Trail system
- Pedestrian bridge
- Playground
- Two shelters
- Parking Lot
- Seeding
- Landscaping
- Miscellaneous benches

(b) Construction documents and specifications for Phase 2 will be presented to the Mayor and City Council for approval within five (5) years of the date of this subdivision agreement unless otherwise agreed to by the City. Phase 2 shall consist of the remaining elements identified on the Park and Boulevard Plan (Exhibit "E-1"), including a splash park, public restrooms, ball field backstops, multi-use play area (basketball/tennis), and irrigation system for turf play areas.

Each of the recreational trails, facilities and items of equipment are subject to final approval of City as to size, location, design and funding thereof.

C. Grading/Required Elevation. The Developer shall, at its cost, cause all recreational facility sites, including the future open space indicated, to be graded, and filled and compacted to a such higher elevation as needed to avoid an inundation or flooding by ground water flowing over Outlot E, assuming a storm water flow over Outlot E that will exist after complete buildout of the Subdivision and areas external to the Subdivision from which storm water flows through Outlot E using the standard of a 100 year flood. Developer's engineer shall submit for review and approval by the City's engineers' calculations and final grading plans for these purposes and the Grading and Erosion Control Plan (Exhibit "D" hereto) shall be modified accordingly. Such grading shall be completed prior to District's purchase of any portion of Outlots D or E.

D. Trees and Plantings/Maintenance/Replacement. All trees and plantings required in any median of the Boulevard Style Streets and within the Landscape Easements within the Subdivision as provided for in the Park & Boulevard Plans (Exhibit "E-1" and "E-3"), or as may otherwise be approved by City, shall up to the sizes shown in the "Plant Schedule" of the Park & Boulevard Plan (hereafter the "Plant Schedule") shall be planted/installed/maintained and replaced if needed by Developer at Developer's expense and by the Homeowners' Association as Developer's successor in obligation. Neither the credit nor the funds of the District shall be involved therein.

Should the City direct plantings of a larger size than shown in the Plant Schedule, the cost of oversizing (being the difference between total cost, including warranty, of the larger size plantings and that of the size designated in the Plant Schedule) then in such event the cost of oversizing shall be paid by the District, and may be general obligation of the District.

E. Tree Plantings, Etc. in Outlots C, D and E. District funds and credit may be used to pay the cost of tree plantings in Outlots C, D and E, and the maintenance thereof, said maintenance to be paid from the general fund of the District.

F. Specific Authority to Purchase Land for Public Purposes within Tract A. As regards the acquisition of land by the District, the parties agree:

(1) Authorization for Acquisition. The City does hereby authorize and approve District's acquisition from Developer of approximately 37.504 acres of land for green space and other public purpose. The tracts comprising such authorized acquisition are identified on Exhibit "J".

(2) Authorization for Payment. The 37.504 acres consist of several parcels of land which shall be transferred to the District by Developer. The consideration for the Developer's agreement to transfer said 37.504 acres to the District and the District's agreement to acquire a specified number of acres at Developer's average tract per acre cost consists of the following, less than all of which parties agree constitute adequate consideration: (1) the parties' mutual determination that certain areas of the subdivision are unbuildable or marginal for building purposes; (2) some area is in satisfaction of recreational set aside requirements applicable to the Subdivision or are needed to meet open space requirements for the PUD-1 zoning utilized by the Developer; (3) the resulting enhancement in value to the Developer and its Subdivision and in the sale of residential lots within the Subdivision; (4) the relieving Developer of certain maintenance and upkeep of unbuildable or unusable land; and (5) the parties' mutual covenants and agreements herein pertaining to the Subdivision.

(3) Categories of Land. The agreed categories of land within 37.504 acres and acreages of land within each are:

Category of Land	No. of Acres	Payment/Consideration
Unbuildable land by reason of being in drainageway, etc.	10.262	District shall acquire but shall make no payment for
Land needed to satisfy recreational set aside requirements	9.830	No permit – Acreage needed to satisfy set aside requirement
Net cash payment	17.412*	$696,480*

*Estimated: Price for 17.412 acres will be Developer's per acre land purchase cost not to exceed $40,000.00 per acre.

(4) Land Description. A detailed breakdown of land to be acquired by District from the Developer is shown on Exhibit "J" attached hereto and made a part hereof.

(5) Conveyance of Lands shall comply with the provisions of Section 21B hereof.

(6) Security for Acquisition of Railroad Underpass Permit. $50,000.00 of the purchase price shall be withheld and escrowed with the Title Company until the Developer and/or District have obtained and delivered to the City the Railroad Right-of-Way Underpass Permit required by Section 18N(1) upon City's acknowledgment to the Title Company that City has received the permit, the escrowed funds shall be first used to reimburse the City for any costs that it may incur in obtaining the required permit, after which any remaining balance shall be disbursed to the Developer.

11. Construction Standards and Procedures

District and Developer further agree that, as to all improvements constructed by or on behalf of the District or Developer or under their control or direction, that:

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A. All improvements will be constructed in strict accordance with plans and specifications and locations approved in writing by City's Engineer and in strict accordance with the City's policies and minimum standards and requirements of construction and testing procedures therefor, and directions of City Engineer, and that upon completion of construction thereof, District shall furnish to City a certificate from its consulting engineer so certifying.

B. District shall cause appropriate testing of materials and work finished in respect to the construction of improvements and shall furnish City's engineers with copies of test results. City's engineers may order additional paving core tests, sewer televising or other tests, the cost of which shall be paid by District to the party performing the testing procedures, which additional testing costs shall also be a cost of the improvement. Neither the Developer nor the District nor any other party shall be entitled to rely upon any inspections made by the City for any purpose whatsoever. The sole responsibility for proper inspection and certification as to completion remains with the District and its engineers.

C. District shall cause "As-Built plans", in reproducible form, and specifications for all such improvements that District shall have heretofore or hereafter constructed within the area to be developed to be furnished to City, in triplicate, promptly and without cost to the City. All such plans shall be submitted on reproducible mylars, except where the City agrees otherwise. The engineering costs attributable to the production of said "Construction Record Drawings" shall be an engineering cost within the meaning of Subsection 1-C, supra. District shall, prior to the District's advertising for bids for any improvement within the area to be developed, require District's Engineers to file with the City said Engineers' separate written assurance and agreement that said "Construction Record Drawings" will be prepared and filed with the City upon the completion of each improvement.

D. All such improvements shall comply with all applicable federal and state laws and regulations in general and with all applicable ordinances and regulations of the City in reference to construction use, operation and maintenance.

E. In the event that City's Engineer determine that there is anything in the construction, maintenance or operation of any such improvements which will, in the opinion of City's Engineers, be detrimental to any other improvement or utility constructed or to be constructed in the same street right-of-way or easementway, District will, on notice thereof, promptly cause its engineers to jointly review and evaluate the problem with City's engineer and formulate a plan for corrective action which shall be implemented by District at District's cost.

F. District shall require each contractor to furnish a performance and maintenance bond, with District and City as joint and several obligees thereon, which bond shall be satisfactory to the City as to surety, form and terms.

G. District shall require its engineer(s) to certify that all labor and material for which District funds or credit are utilized are not Land Utilization and Preparation Costs within the meaning of Subsection 1-G hereof. The District engineer(s) shall prepare and execute the necessary certification and issue same to the District, the Developer and the City.

8

12. Administrative Fee

Developer and District agree that City will be paid an amount equal to two percent (2%) of the actual construction cost of all improvements constructed within or serving the Subdivision, including electrical and water distribution systems constructed pursuant to contracts between the District and Omaha Public Power District or Metropolitan Utilities District, as well as all other improvements authorized under Section 2, supra, as reimbursement to City for engineering, legal and administrative expenses incurred by City in connection with administration of this Agreement. An estimated payment shall be made on the basis of two percent (2%) of the construction cost estimate for the various improvements computed by the Engineer and shall be paid to the City at the time the City approves the plans and specifications of the improvements. At time of District's acceptance of the work, the actual fee shall be determined on the basis of two percent (2%) of final construction cost and any variance between the estimated fee payment and the actual fee shall be adjusted and paid by or refunded to the appropriate party, whichever the case may be.

Said fees shall be a cost of the improvements within the meaning of Subsection 1-C, supra, and shall be prorated amount improvements in the same ratio that the entire cost of each improvement bears to the entire cost of all improvements constructed by or contracted for the District. The City waives its administrative fee in connection with District's land acquisitions herein authorized. (Exhibit "J").

13. Sidewalks

Developer shall construct or cause to be constructed sidewalks along all streets within and bordering the Subdivision as follows:

A. Sidewalks Within the Subdivision. Sidewalks along both sides of all public streets within the area to be developed shall be constructed by the Subdivider without use of District funds, except as in this Section otherwise specifically authorized according to the following schedule (with the earliest applicable date to determine timing of installation):

(1) The sidewalk equivalent within the ten (10) foot walking trails within Tract "A" specified street right-of-way will be constructed at the same time as the trail and as a part of the trail.

(2) Perimeter sidewalk along 96th Street shall be graded and installed in conjunction with or before the opening of Tract "B" or Tract "A" of the Subdivision to the sale of Lots, whichever shall occur earlier in point of time (see subsection 18-E).

(3) For completed homes, sidewalks shall be constructed as soon as weather permits.

(4) Sidewalks shall be constructed immediately on abutting vacant lots on either side of any residential block or cul-de-sac (i.e., circle) as soon as the lots comprising seventy-five percent (75%) of the abutting footage on such side have been built upon.

(5) In any event, all sidewalks shall be constructed upon both sides of any public streets within five (5) years of the recording of the subdivision plat.

Except as otherwise specified herein, in the case of certain perimeter sidewalks in Section 18-E, sidewalks within or serving the Subdivision shall be at Developer expense and the credit of the District shall not be used in the construction thereof.

B. Recreational Walking Trails. See Section 10, supra.

14. Maintenance of Improvements

The District shall maintain and keep in good repair all improvements authorized to be constructed within the boundaries of the District pursuant to Section 2, supra. Prior to expending District credit or funds on any major repairs, District shall first make a determination that the project would not be covered by the performance bond and/or any separate maintenance bond executed by the contractor involved in the original construction of said improvement. Repairs in respect to which the District's share of the cost is reasonably estimated to be more than Five Thousand Dollars ($5,000) shall be subject to prior approval of City.

15. Sewer Connections

The parties mutually agree as follows:

A. Term of Connection. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its sewer system to the sewer system of the City for a period not to exceed twenty (20) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.

B. City Ownership of Outfalls. Upon the completion of any Sanitary Outfall Sewer built by the District, the City shall be granted and City shall accept control and operation of the facility. The District shall convey by proper legal instrument all its rights, easements, title, and interest in such Sanitary Outfall Sewer to the City. The form of acquisition shall be upon approved City forms.

C. Connection Permit. The City shall have exclusive control over connections to its sewer system whether inside or outside the District's boundaries, and the District shall not, without the prior written approval of the City, permit any sewer lines or sewers outside the subdivision to be connected to the sewer or sewer lines within or without the District. The District shall not collect connection charges for any sewer connections.

D. Sewage. At all times all sewage and discharge from and through said District into the City sewer system shall be in conformity with the ordinances, regulations and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

E. Connection Permit and Fees. Before any connection from any premises to the sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection

charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

F. City Right of Disconnection. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any sewer user within the area to be developed which is discharging into the sewer system in violation of any applicable ordinance, statute, rule, or regulation.

G. Compliance With City Regulations, Etc. The District and Developer expressly agree that they are and shall be:

(1) Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City of La Vista applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City of La Vista; and

(2) Bound by any terms and provisions which by ordinance, resolution, or rule of the City of La Vista shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City of La Vista or sewer within its zoning or health jurisdiction.

H. Easements to City. Developer and District shall, and by these presents do, grant unto City the following:

(1) A perpetual easement and license to connect to and transmit sewage through the sewer system of District for transportation of sewage as City shall determine appropriate, for which connection or transportation City shall not be required to pay any connection fee or connection charge to District.

(2) A perpetual easement and license to City, its employees, representatives and agents, to enter upon and into the property, streets, roads and public ways and easements of District for the purpose of surveying, excavating, constructing, reconstructing, replacing, relocating, inspecting, maintaining, repairing, cleaning out, or otherwise improving the sewer system of the District.

I. Separate Sewer Agreement. The use, operation and other matters pertaining to sanitary sewers and outfall sewer to be constructed pursuant to this Subdivision Agreement are governed by a separate "Sewer Agreement" entered into between the City and the District, and District, Developer and City agree to be bound by the terms of such Agreement. District and Developer do represent that the representations therein made are truthful and the agreements therein made will be faithfully performed by District and Developer.

16. Sewer Connection Fees

A. La Vista Special Sewer/Drainage Fee ("La Vista Fee"). The City of La Vista imposes a special sewer/drainage fee ("La Vista Fee") which is currently $947 per single family lot. The estimated amount of this fee at current rates is $477,288.00 for the Development Tract, computed as follows:

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Tract "A":	
379 single family and townhome lots @ $947 per lot	$358,913.00
Lot 380 - Undetermined	_____
Outlots A through E (unbuildable/exempt)	-0-
Total for Tract "A" (exclusive of Lot 380)	$358,913.00
Tract "B":	
125 single family lots @ $947 per lot	$118,375.00
Outlots F and G (unbuildable/exempt)	-0-
Total for Tract "B"	$118,375.00
Combined total for both Tract "A" and Tract "B" at current rates (exclusive of Lot 380 multi-family)	$477,288.00

B. Time of Collection/Adjustment of Fee. The connection fees charged in respect to any lot at the time it becomes due shall be adjusted to reflect any and all increases in connection fee rates occurring subsequent to this Agreement and prior to the time of due date of the fee. If any lots within the Subdivision are subject to connection fees imposed by Sarpy County by reason of use of the Sarpy Industrial Sewer "Sarpy Fee", the amount of the Sarpy Fee shall be collected by the City on behalf of Sarpy County and receipt for payment for each fee issued by City.

C. When Due. Sewer connection fees shall be collected on a per lot basis rather than on the basis of a one-time payment by the District. Fees shall become due and owing and shall be paid in full in respect to each lot or parcel upon application for a building permit or sewer connection permit for the lot. If a property is connected without benefit of the proper City permit, it shall be subject to disconnection at the cost of the owner and/or person causing such connection shall be subject to applicable penalties. In no event shall a property be served by the sewer system unless all fees and charges are paid in full.

E. Additional Plats. In the event Developer shall plat or replat additional lots within the Development Tract, this Agreement shall be amended by the parties to provide payment of the then current fee for the additional lots, any additional fee to be paid at time of plat approval(s) and prior to issuance of any building or sewer permits by City in such additional platted or replatted area.

F. City Sewer Tap, Inspection and Use Fees to be Paid. The City may collect, within the Development Tract, the City's sewer tap and inspection and permit fees, and its sewer use fees as now or hereafter existing. Such fees shall be in addition to the payments provided for in this Section 16.

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G. Issue of Sewer Permit. No sewer permit will be issued by the City for any improvement or construction on any lot or parcel in the Subdivision until all sewer connection fees for such lot are paid to the City.

17. District Mill Levy.

The District and Developer agree:

A. Annual Levy. District shall annually levy a minimum ad valorem property tax levy of no less than $0.88 (88¢) per $100.00 of taxable valuation for tax collection years through the year that District is capable of and pays all warrants on a cash basis or until they are funded by bonds. For the two ad valorum years 2004-2005 and 2005-2006 up to the amount of the District's full levy may be allocated to the District's general fund with whatever portion not so allocated to go to the District's bond fund. Commencing with the levy for tax year 2006-2007, unless otherwise agreed to by City, at least $0.45 (45¢) per $100.00 valuation of such levy shall be for debt retirement. Thereafter, District shall levy minimum debt retirement levies and general fund levies as hereinafter provided.

B. After All Warrants are Paid. Commencing in the year following the year in which District funds (retires) its outstanding warrants through issuance of bonds, the District shall levy a mill levy determined as follows:

(1) Cash Flow Projection. On or about June 1 of each year following the issuance of District bonds, the District's fiscal agent will deliver to the City Treasurer, for review and approval by City, a cash flow projection by year for a fifteen (15) year period ("cash flow projection"). The cash flow projection shall include, but not be limited to, existing and projected taxable valuation, a projected annual debt service levy, existing and projected cash receipts, cash disbursements and available balances in the debt service fund. The projected annual debt service payments shall be based on a twenty (20) year or shorter bond principal payback, with not less than fifty percent (50%) of principal payback to occur within the first ten (10) years from date of issue, with payment of principal and interest to begin no later than one (1) year after actual bond issue date. District's fiscal agent shall, not less often than annually, cause such cash flow projection to be updated and filed with the City.

(2) Debt Retirement Levy. Commencing with District's levy made for the year following District's funding of all of its warrant indebtedness, the District's Board of Trustees agrees that, in addition to its general fund levy, it will levy for debt retirement purposes a levy sufficient to timely retire the existing and projected future debt obligations as revealed by the cash flow projection.

(3) General Fund Levy. District's Board of Trustees agrees that, commencing in the year 2003, in conjunction with and in addition to the levy for debt retirement, it shall annually levy a tax rate for its general fund purposes sufficient to pay all general operating expenses of the District, including but not limited to, street lighting, water hydrant fees, maintenance, repair and reconstruction costs required under Section 14, supra, and general administrative expenses, and to fully comply with the Nebraska Budget Act, including an amount sufficient to timely retire general fund warrants and accruing interest thereon.

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(4) Minimum Levy. Notwithstanding any provision above to the contrary, the District's Board of Trustees agrees that until District's payment of its debt in full, the District's levy shall in no event be less than $0.88 (88¢) per $100.00 valuation until all of such debt is paid or converted to bonds, and thereafter the District's levy shall in no event be less than the total of the following:

(a) A general fund levy in compliance with Subsection 17-B(3) above;

(b) A bond levy sufficient to timely raise sufficient funds for the District to make timely payments in full of all bond principal and interest payments as they become due.

18. Additional Special Covenants and Agreements

Developer and District further covenant and agree as follows:

A. Outfall Sewer. District's sanitary sewer system shall be connected to existing City sewer at the point identified in Section 4-D.

B. Limited Access. Access to the Subdivision shall be limited to access points shown on Exhibit "B".

C. Corps of Engineers' 404 Permit. Developer warrants that as of the date hereof, the Developers' Corps of Engineers 404 Permits for the Subdivision are in good standing and effect, and that no breach exists thereunder and that neither the District nor the Developer will take any action or suffer any omission that will violate or impair the privileges or use under said permits (see Exhibits "I-1" and "I-2" and Section 10).

D. Outlot Maintenance. See Section 10.

E. Perimeter Sidewalks – Single Family Lots Backing Onto Section Line Roads. The sidewalk along the Harrison Street side of the Subdivision is already in place. 96th Street is a section line road upon which certain single family abutting lots will have both front and rear lot street facings. District funds may be used and generally obligated to install four (4) foot wide sidewalks along the 96th Street side of Lots 409 and 410 and Lots 420 through 430, inclusive. All other sidewalk construction along 96th Street within the Subdivision shall be installed at the expense of the Developer, or its assignees, without use of District funds or credit. (See Subsection 13-A(2) supra.)

F. Walking Trails. See Section 10.

G. Subdivision Fencing.

(1) Perimeter Fencing. In Tract A, Developer may not install perimeter fencing along 96th Street and/or Harrison Street. In Tract B, Developer shall determine whether to require perimeter fencing along 96th Street. If such fencing is required or permitted, it shall be of uniform style and appearance chosen by Developer and approved by the City Administrator, and shall be a matter included in the restrictive covenants for the Subdivision, and shall be

constructed/installed consistently along the 96th Street perimeter and at Developer expense without use of District's credit or funds.

(2) Industrial Buffer Zones Fencing. In Tract A, Developer shall install six foot solid wood perimeter fencing that shall serve as a buffer to the existing industrial tracts on the west side of Tract A. The fencing shall be of uniform style and appearance chosen by Developer and approved by the City Administrator, and shall be a matter included in the restrictive covenants for the Subdivision, and shall be constructed/installed at Developer expense without use of District's credit or funds. (See Section 18-M re Industrial Buffer.)

(3) Fencing on Residential Lots. Unless the City otherwise agrees, all required yards of residential lots adjacent to or directly visible from any boulevard designated in approved Park and Boulevard Plan (Exhibit "E-1") may only utilize black wrought iron or black PVC wrought iron appearing fence materials of such style and character that are not opaque and are uniform in appearance. Any waiver of this rule will require the approval of the City. All other yards on such lots and all other lots within Tract A and B may be permitted to install alternative fencing provided that all fence installation shall first be approved by the City and a permit issued for such installation, and further provided that such fence be adequately screened from any designated boulevard as indicated on Exhibit "E-3" and no chain-link fences shall be allowed unless covered with black vinyl coating.

The foregoing requirements shall be included within the "Declaration of Covenants, Conditions, Restrictions and Easements" for Cimarron Woods Subdivision.

H. Traffic Study. Developer shall provide at its cost any professional traffic study, and revisions thereto, that the City may require.

I. Homeowners' Association. The Developer and Cimarron Woods Homeowners' Association shall have the following financial and organizational responsibilities:

(1) Until the responsibilities are assumed by the Homeowners' Association, the Developer shall be responsible for the installation of subdivision signs and monuments, entrance signs, related fixtures or landscaping, and the installation of any median landscaping and related fixtures, all of which shall be paid for by the Developer. Plans for such proposed improvements that are to be located in public right-of-ways must be submitted to the City for review and approval prior to the installation of such improvements.

(2) The Developer, and Homeowners' Association as its successor in obligation, shall be responsible for the permanent and continuous maintenance and upkeep of all medians, street islands, Outlots F and G, all walking trails (other than walking trails on Outlots D and E), all requirements of the 404 Permit (Exhibit "I" hereto), any drainage detention facilities, subdivision signs, entrance signs, related fixtures, and including all landscaping, drainage detention facilities and recreational space and equipment. The capital cost of initial erection/placement of recreational equipment approved by the City may be paid by S.I.D. funds. See Section 10.

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(3) The Developer shall file with the Sarpy County Register of Deeds prior to the Developer's sale of any lot within the area to be developed, covenants in form approved by City which shall provide that all owners of all lots within the area to be developed, shall be members of an incorporated property owners' association and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of said incorporated property owners' association.

(4) The Developer shall cause to be incorporated prior to the sale of any lot within the area to be developed, a permanent and continuous lot owners' association. The articles of incorporation and bylaws for such corporation shall provide that all owners of all lots within the area to be developed shall be members of such corporation and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of such corporation. The articles of incorporation and bylaws for such corporation shall further provide that such corporation shall annually establish, levy and collect all charges, dues, and assessments required to pay all expenses in connection with the maintenance and upkeep of, together with all responsibilities referred to in Sections (1) and (2) above, and all common open space or areas within the area to be developed as hereinafter required, and to pay all other expenses incurred pursuant to the conduct of the business of such corporation. The articles of incorporation and bylaws for such corporation must be submitted to and approved by the City prior to execution and filing.

(5) The Homeowners' Association corporation shall enter into a maintenance agreement with the District and the City, which obligates such corporation on a permanent and continuous basis to provide for the proper and continuous maintenance and upkeep improvements of the type described in Sections (1) and (2) above, and including all mowing, maintenance and landscaping and maintenance and repair as may be needed. Such maintenance agreement shall be incorporated in the covenants, articles of incorporation, and bylaws hereinbefore required, and shall be submitted to and approved by the City prior to execution and filing.

(6) In the event the Developer and/or the Homeowners' Association fails or neglects to timely and fully perform the aforestated responsibilities, the City, at its option, may itself take such remedial or curative action, or cause such action to be taken, and assess the cost thereof to property owners within the subdivision.

J. Erosion Control. Developer agrees, at its expense, to establish and maintain with silt fencing barriers and such other appropriate measures to create an effective method of controlling the placement upon or a movement or flow of mud, silt, dust, construction debris and material and other matter onto or into a street right-of-way, sewers and infrastructure within the Subdivision or onto or off of lots or property within or without the Development Tract. Such control shall be effectively and continuously in effect through all of the excavation, grading, construction, development and buildout of the Subdivision up to the final time of installation of the permanent ground cover and final landscaping of lots. Before commencement of initial rough grading of the development

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tract, Developer shall present a specific plan for such erosion control in form and content satisfactory to the City Engineer. It will be the sole responsibility of the Developer to devise and implement the necessary plan to accomplish the intended objective aforestated, but City may require amendments or enhancements to such erosion control plan if in the determination of the City, the goals of the plan as aforestated have not been achieved. The City approved erosion control plan shall be incorporated into the grading contract for the development tract, which work shall be within the coverage of the Developer's performance bond.

Developer shall deposit with City a security deposits totaling $25,000.00 to secure full compliance by Developer, its contractors and subcontractors under this Section 18-K, such deposit to be divided $15,000 for Tract A and $10,000 for Tract B. In the event Developer, its contractors and subcontractors should fail to maintain full compliance with the erosion plan in respect to its particular Tract, City, at its option, may take such measures as City may deem necessary to achieve such compliance and may use and expend such deposit to pay the cost of such measures taken. Should such deposit at any time become depleted prior to build out of the Subdivision, Developer shall deposit such additional funds or amounts as City shall determine necessary to restore the deposit to a balance of $25,000.00, or to such lesser amount as City may at that time determine to be sufficient. At the conclusion of buildout, City shall return to Developer the principal amount of the deposit, less amounts, if any, City shall have expended therefrom for compliance. Said deposit shall be non-interest bearing.

K. Traffic Control Signal. At such time as City shall determine that traffic control signalization will be necessary or appropriate, District shall install traffic signalization of a design, function and at a time designated by the City at the following locations:

> 99th and Harrison Street, the cost of which shall be 50% Developer cost and 50% District cost. The amount, if any, contributed by the City of Omaha or property interests on the north side of Harrison Street shall be credited in reduction of the District's and Developer's share proportionally.

The Developer agrees to pay its share by special assessment against Developer's property if the installation occurs prior to levy of special assessments against buildable property within the Subdivision, and if not so levied, then by Developer's deposit of bankable funds with the District's treasurer in the appropriate amount.

As regards the installation of traffic signalization at the intersection of 96th Street and Melissa Drive, the entire cost thereof may be funded by District funds.

L. Street Name Signs. All street name signage shall comply with all applicable City standards and guidelines in effect at time of installation. Developer shall prepare and submit to City Administrator Developer's proposed street signage, which signage is subject to specific approval by the City Administrator.

M. Industrial Buffer Zone. As described in Subsection 18-G(2) there exists a thirty foot (30') wide industrial buffer zone across Subdivision lots along the west boundary line and a portion of the south boundary line of the Subdivision adjacent to industrial zoning. Developer and District agree as follows:

(1) To construct a six foot (6') solid wood perimeter fencing along the west boundary of the Subdivision within said buffer zone.

(2) Developer shall create and plant the treed buffer areas along the south and west industrial zoned boundaries as designed on the Park & Boulevard Plan (Exhibit "E-1).

(3) The Developer and the Homeowners' Association, as its successor in obligation, shall maintain and replace if necessary all trees within the buffer.

(4) All trees and fencing within the buffer zone shall be planted in such a manner as to create a passage for service vehicles along the easement and shall be approved in writing by the City.

(5) No structures, whether portable or temporary, and no private fencing shall be allowed within the buffer zone without the prior approval of the City.

(6) No building permit will be granted by City for lots abutting the industrial buffer zone until Developer has fulfilled all of the requirements of this Section.

The foregoing requirements shall be included within the Subdivision's Declaration of Covenants.

N. Railroad Underpass. The existing railroad underpass through the embankment of the railroad right-of-way connects Tracts "A" and "B" and is a critical element of the planned use of the Subdivision. The parties agree:

(1) That Developers, acting together and at their own expense, shall obtain the necessary perpetual permit, license or other enforceable contractual obligation (herein "the Permit") necessary to assure the continuous right of the public to use the underpass. As a minimum, the Permit shall provide (a) the uninhibited right of pedestrian, bicycle and other commonly used individual transportation devices and (b) District, City and other governmental general use, and (c) the right of the District to construct and maintain such enhancements thereto as may be approved by the City. In the event the Developer cannot be the requesting party, the District may make the request. All costs in conjunction with obtaining of the Permit shall be costs of the Developer. Should it be necessary to acquire such underpass rights through eminent domain, District shall use its right of eminent domain to do so, in which event all costs and awards incurred in acquiring and obtaining such rights shall be reimbursed to the District by the Developers of Tract A and B in the amount of fifty percent (50%) each, or such other division as the Developers may agree upon.

(2) Enhancements. The costs of underpass enhancements, including that portion of the recreational trail within the underpass, the plans and specifications for which and costs of which shall be subject to City approval, shall be general obligation of the District and paid with capital improvement funds of the District.

O. Additional Right-of-Way for 104th Street Entrance. Developer shall purchase sufficient additional land on the west side of the 104th Street entrance to the Subdivision as may

Ac

be needed to make a full width two directional entrance, together with sufficient additional area needed to extend the industrial buffer to the north boundary line of the Subdivision, the design for which shall be subject to City approval. Should it be necessary to acquire such additional land through eminent domain, District shall use its right of eminent domain to do so, in which event all costs and awards incurred in acquiring said additional land shall be specially assessed against buildable property within the Subdivision.

P. Severability of Certain Developer Liabilities. Within the District are two independent real estate developments, i.e. Tract A (Turco) and Tract B (Sudbeck). There are certain obligations of each of the Developers and their respective Homeowners' Association and individual property owners as successors in obligation to the Developer (herein collectively "Developer and successors") arising from this Agreement, the Declaration of Covenants, etc. and the Corps of Engineers permit requiring installation, maintenance and performance by each Developer and successors at their cost without use of public funds, which obligations as between the two Tracts shall be several and not joint, with obligation of performance in respect thereto to be independent of the other Tract. Such several and independent obligations shall include the installation, maintenance and replacement of Tract buffers, trees and fencing, open space and recreational improvements, tree plantings, erosion control, acquisition of additional right-of-way and other enhancements and maintenance thereof within or benefiting a particular tract and for which purposes the general obligation of the District is not herein specifically authorized. The cost of obtaining the railroad underpass permit shall be a shared cost and liability as provided in Section 18-N(1).

19. Planned Unit Development.

Developer has requested PUD-1 Planned Unit Development zoning for the Subdivision under Section 5.15 of the La Vista Zoning Ordinance No. 848, and Developer's applications and City approvals shall be thereunder, and all grading, installation of infrastructure, development and buildout shall be in strict accord with the provisions of said Section, except as shall be amended by the City Council in the required manner. R-1 Single Family Residential Zoning District regulations shall continue to be applicable, except for setback requirements and corresponding open space requirements under the PUD-1 Planned Unit Development Plan and plat (Exhibit "B") approved by the City. Such Plan shall allow a reduction of residential setback requirements to be:

Front yard	25 feet
Rear yard	25 feet
Side yard	5 feet

As regards Lot 380 (multi-family tract), site plan, building elevations and building design shall be subject to City approval, at which time it should become part of this Agreement and designated as Exhibit "K".

20. Agreements Herein Constitute Covenants Running with Land

This Subdivision Agreement and the agreements and understandings herein constitute covenants running with the land and shall be binding upon the Developer, its successors, assigns, the

Homeowners Association, lenders, mortgagees and others gaining or claiming an interest or lien within the Subdivision tract.

21. Miscellaneous

A. Engineers. City may employ its regular engineers or independent engineers, as it may choose for different matters or issues pertaining to the Subdivision, and as used herein, "City's Engineer" shall mean the engineer or engineering firm so employed by City in respect to the particular review, matter or issue.

B. Conveyances to District or City. Any land, or interest in land or other real estate interest, to be conveyed by Developer to District or to City pursuant to this Subdivision Agreement shall be land owned by Developer in fee simple title absolute and conveyed by general warranty deed free and clear of all liens, taxes, mortgages, easements and encumbrances and restrictions of record, except those shown on the final plat (Exhibit "B") as verified by an ALTA commitment for title insurance underwritten by a title company with policy and ALTA survey in form acceptable to City. Developer shall present to City for City's review and approval the proposed form of deed of conveyance and title policy in advance of closing. As regards land donations to the District or City, Developer shall also provide any documentation necessary to be filed with the Internal Revenue Service concerning the gift aspect of the transaction, if there be a gift aspect. Developer shall pay all costs of such conveyances of land to District or City, including all professional services, title insurance, survey and recording fees. The credit of the District shall not be involved in conjunction with District land acquisition other than the share of District financing costs allocable to the District's net purchase price as determined above. City shall waive its administrative fee in connection with herein authorized land acquisitions (see Exhibit "J").

C. Headings. Headings, where used herein, are inserted for convenience only and are not intended to be a part of this Subdivision Agreement or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

D. Remedies. That in addition to whatever rights of enforcement of the terms hereof are herein granted to any party, each party may avail itself of all other remedies it may have to enforce the terms hereof at law or equity. By way of specification and not by way of limitation, each of the parties expressly reserve to and right to specifically enforce full compliance of the terms and conditions of this agreement by mandatory or prohibitory injunction.

22. Exhibit Summary

The Exhibits proposed by E & A Consulting Group, Inc. and/or Thompson, Dreessen & Dorner, Inc., engineers for the District and for the Developer, are attached hereto and made a part hereof are as follows:

Exhibit "A": Metes and bounds legal description for Tract "A" (Lots 1 through 380, plus Outlots A through E, inclusive) and Tract "B" (Lots 381 through 505, inclusive and Outlots F and G), Cimarron Woods Subdivision.

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Exhibit "B":	Final plat of Cimarron Woods Subdivision dated June 6, 2003, with revision of August 1, 2003, March 22, 2004 and April 6, 2004, showing Tract "A" and Tract "B," together with the Burlington Northern Railroad right-of-way situated between Tracts "A" and "B".
Exhibit "C-1":	Sanitary Sewer Plan showing location of sanitary sewer to be constructed within the Subdivision, dated June 6, 2003, with revision of April 6, 2004.
Exhibit "C-2":	Paving and Storm Sewer Plan showing type and location of paving and storm sewer improvements with delineation of areas of paving that may be general obligation, dated June 6, 2003, with revision of February 18, 2004 and April 6, 2004.
Exhibit "D":	Grading and Erosion Control Plan dated August 18, 2003, with revision of October 8, 2003, February 18, 2004, March 22, 2004 and April 6, 2004. (Note: Subject to City's review and approval as may be affected by specific portion of park facilities, recreational areas, recreational equipment and future play areas.)
Exhibit "E-1":	Park & Boulevard Plan dated January 17, 2003, with revision of September 3, 2003 and April 6, 2004, showing proposed trail system, pedestrian bridges, location of railroad underpass and recreational facilities and equipment. (Subject to final approval of City as to specifics of improvements and capital costs and funding thereof.)
Exhibit "E-2":	Typical Boulevard Section (enlarged) from Park & Boulevard Plan (Exhibit "E-1").
Exhibit "E-3".	Detailed Park and Boulevard Plan showing berming and landscape plantings along boulevards screening area between lots and side and rear of houses dated October 2, 2003 with revision of April 6, 2004.
Exhibit "F":	Illustration of typical internal street intersections, showing portions thereof to be general obligation and portions to be specially assessed.
Exhibit "G":	Developer's determination as to buildable lots within the area to be developed.
Exhibit "H-1":	Identification of and recording information for Declaration of Restrictive Covenants for Cimarron Woods West.
Exhibit "H-2".	Identification of and recording information for Declaration of Restrictive Covenants for Cimarron Woods East.
Exhibit "I-1":	Corps of Engineers 404 Permit (Nationwide No. 39) issued to Jerry Torczon (GHI Properties, Inc.) dated August 29, 2003, covering Tract "A".

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Exhibit "I-2":	Corps of Engineers 404 Permit (Individual) issued to Melvin Sudbeck, Cimarron Woods East, Inc. (formerly Shenandoah South, Inc.) dated July 24, 2003, covering Tract "B".
Exhibit "J":	Schedule of District land acquisitions and net purchase price.
Exhibit "K".	Reserved for site plan, building elevations and building design for Lot 380 (multi-family tract) to be submitted to and approved by the City.

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:

Secretary

TORCO DEVELOPMENT COMPANY

By _____
Its President

ATTEST:

Secretary

CIMARRON WOODS EAST, INC.

By _____
Its President

ATTEST:

Clerk of Said District

SANITARY AND IMPROVEMENT DISTRICT NO. 237 OF SARPY COUNTY, NEBRASKA

By _____
Chair of the Board of Trustees

ATTEST:

City Clerk

CITY OF LA VISTA

Harold Anderson, Mayor

CITY OF LA VISTA CORPORATE SEAL INCORPORATED FEB. 25, 1960 SARPY COUNTY, NEBRASKA

Ag

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

On this 6th day of April, 2004, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Gerald Torczon, personally known by me to be the President of Torco Development, Inc. and the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed.

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

KAREN K. KUEA
GENERAL
NOTARY
STATE OF NEBRASKA

Karen K. Kuea
Notary Public

MY COMMISSION EXPIRES:
JULY 26, 2005

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

On this 6th day of April, 2004 before me a Notary Public, duly commissioned and qualified in and for said County, appeared Melvin Sudbeck, personally known by me to be the President of Cimarron Woods East, Inc. and the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed.

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

KAREN K. KUEA
GENERAL
NOTARY
STATE OF NEBRASKA

Karen K. Kuea
Notary Public

MY COMMISSION EXPIRES:
JULY 26, 2005

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

On this 6th day of April, 2004 before me a Notary Public, duly commissioned and qualified in and for said County, appeared Gerald Torczon, personally known by me to be the Chair of the Board of Trustees of Sanitary and Improvement District No. 237 of Sarpy County, Nebraska, and Doris J. Nicholson, to me personally known to be

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the Clerk of the Board of Trustees of Sanitary and Improvement District No. 237 of Sarpy County, Nebraska, the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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

KAREN K. KREA
GENERAL NOTARY
STATE OF NEBRASKA

Karen K. Krea
Notary Public

MY COMMISSION EXPIRES:
JULY 28, 2005

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF Sarpy)

On this 7th day of April, 2004 before me a Notary Public, duly commissioned and qualified in and for said County, appeared Harold Anderson, personally known by me to be the Mayor of the City of La Vista and Rita Ramirez, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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

GENERAL NOTARY - State of Nebraska
KAREN S. FAGIN
My Comm. Exp. June 30, 2006

Karen S. Fagin
Notary Public

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TRACT "A"

SURVEYOR'S CERTIFICATE

I hereby certify that I have make a ground survey of the subdivision described herein and that temporary monuments have been placed on the boundary of the within plat, and that a bond has been furnished to the City of La Vista to ensure placing of permanent monuments and stakes at all corner of all lots, streets, angel point and ends of all curves in CIMARRON WOODS (the lots numbered as shown) being a platting of part of the East ½ of the NW ¼ and also together with part of the NE ¼ of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said NE ¼ of Section 16; thence S87°31'16"W (assumed bearing) along the South line of said NE ¼ of Section 16, said line also being the North line of MAYFAIR and MAYFAIR REPLAT ONE, subdivisions located in the SE ¼ of said Section 16, said line also being the North line of VAL VISTA, a subdivision located in the South ½ of said SE ¼ of Section 16, said line also being the North line of the SE ¼ of said Section 16, a distance of 1989.48 feet to the point of intersection of the Northerly right-of-way line of the Chicago, Burlington and Quincey Railroad and said South line of the NE ¼ of section 16, said point also being the Point of Beginning; thence continuing S87°31'16"W along said South line of the NE ¼ of Section 16, said line also being said North line of the SE ¼ of Section 16, said line also being on part of said Northerly right-of-way line of the Chicago, Burlington and Quincey Railroad, said line also being the North line of said VAL VISTA, a distance of 674.14 feet to the Southwest corner of said NE ¼ of Section 16, said point also being the Southeast corner of said East ½ of the NW ¼ of Section 16, said point also being the Northeast Corner of the SW /14 of said Section 16 and also the Northwest corner of said SE ¼ of Section 16; thence continuing S87°31'16"W along the South line of said East ½ of the NW ¼ of Section 16, said line also being said North line of VAL VISTA, said line also being the North line of said SW ¼ of Section 16, a distance of 1329.69 feet to the Southwest corner of said East ½ of the NW ¼ of Section 16, said point also being the Southeast corner of Lot 1, Oakdale Park, a subdivision located in the West ½ of said NW ¼ of Section 16; thence N02°51'56"W along the East line of said East ½ of the NW ¼ of Section 16, said line also being the East line of said West ½ of the NW ¼ of Section 16, said line also being the East line of said Lot 1, Oakdale Park, said line also being the East line of Tax lots 8C3A, 8B, 8A2, and 8A1A, said tax lots located in said West ½ of the NW ¼ of Section 16, a distance of 2600.33 feet to the South right-of-way line of Harrison Street; thence N87°32'31"E along said South right-of-way line of Harrison Street, a distance of 1334.93 feet to the point of intersection of said South right-of-way line of Harrison Street and said East line of the East ½ of the NW ¼ of Section 16, said line also being the West line of said NE ¼ of Section 16; thence N87°33'45"E along said South right-of-way line of Harrison Street, a distance of 2605.10 feet; thence S47°31'20"E along said South right-of-way line of Harrison Street, a distance of 21.24 feet to the point of intersection of the Westerly right-of-way line of 96th Street and said South right-of-way line of Harrison Street; thence Southerly along said Westerly right-of-way line of 96th Street on the following described courses; thence S02°36'27"E, a distance of 19.13 feet; thence S87°23'10"W, a distance of 15.09 feet; thence S13°42'29"W, a distance of 185.71 feet; thence S10°21'20"W, a distance of 378.74 feet; thence S05°55'02"W, a distance of 101.12 feet; thence S02°36'49"E, a distance of 100.00 feet; thence S21°49'12"E, a distance of 157.00 to the point of intersection of said Westerly right-of-way line of 96th Street and said Northerly right-of-way line of the Chicago, Burlington & Quincey Railroad; thence along said Northerly right-of-way line of the Chicago, Burlington & Quincey Railroad on the following described courses; thence S57°43'36"W, a distance of 610.65 feet; thence Southwesterly on a curve to the left with a radius of 2936.79 feet; a distance of 1303.30 feet, said curve having a long chord which bears S45°00'47"W, a distance of 1292.63 feet; thence S32°17'59"W, a distance of 557.90 feet; thence Southwesterly on a curve to the left with a radius of 2249.50 feet, a distance of 28.40 feet, said curve having a long chord which bears S32°39'41"W, a distance of 28.40 feet to the Point of Beginning.

Said tract of land contains an area of 8,145,135 square feet or 186.987 acres, more or less.

TRACT "B"

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN SAID SUBDIVISION TO BE KNOWN AS CIMARRON WOODS, LOTS 381 THROUGH 505 AND OUTLOTS F AND G, BEING A PLATTING OF THAT PART OF THE NE 1/4 OF SECTION 16, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

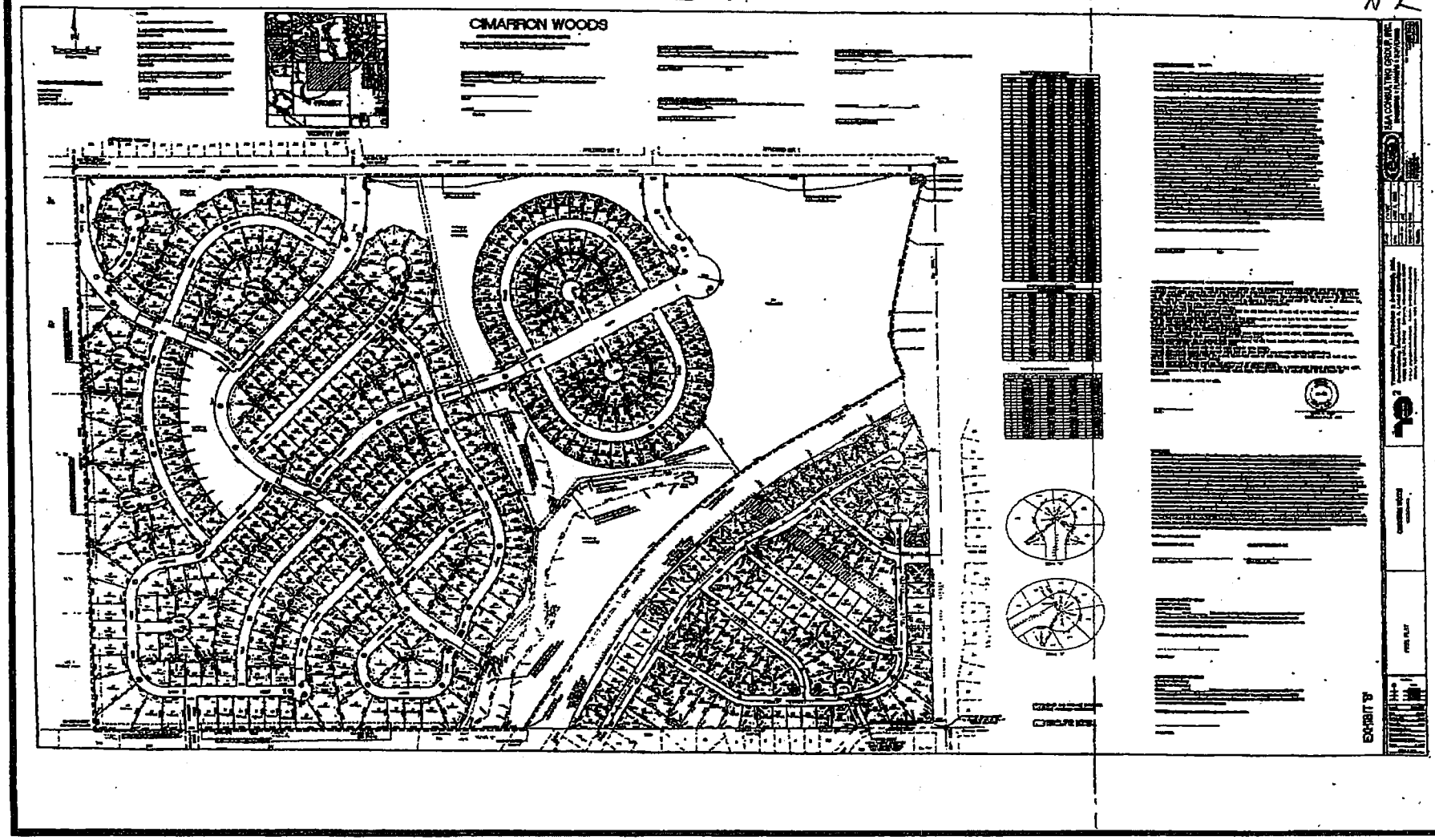
COMMENCING AT THE SE CORNER OF SAID NE 1/4; THENCE S87°31'24"W (ASSUMED BEARING) 60.00 FEET ON THE SOUTH LINE OF SAID NE 1/4 TO THE POINT OF BEGINNING; THENCE CONTINUING S87°31'24"W 1718.02 FEET ON THE SOUTH LINE OF SAID NE 1/4 TO THE SOUTHEAST LINE OF THE ABANDONED MISSOURI PACIFIC RAILWAY COMPANY RIGHT-OF-WAY; THENCE NORTHEASTERLY ON THE SOUTHEASTERLY LINE OF THE ABANDONED MISSOURI PACIFIC RAILWAY COMPANY RIGHT-OF-WAY ON THE FOLLOWING DESCRIBED 3 COURSES; THENCE NORTHEASTERLY ON A NON-TANGENT 2732.29 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N27°47'33"E, CHORD DISTANCE 544.06 FEET, AN ARC DISTANCE OF 544.96 FEET; THENCE NORTHEASTERLY ON A 2861.83 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N45°33'10"E, CHORD DISTANCE 1168.68 FEET, AN ARC DISTANCE OF 1176.96 FEET; THENCE N57°28'09"E 546.49 FEET TO THE WEST LINE OF 96th STREET; THENCE S26°44'36"E 240.69 FEET ON THE WEST LINE OF 96th STREET AND ITS SOUTHEASTERLY EXTENSION; THENCE S02°36'21"E 1305.71 FEET ON A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NE 1/4 TO THE POINT OF BEGINNING.

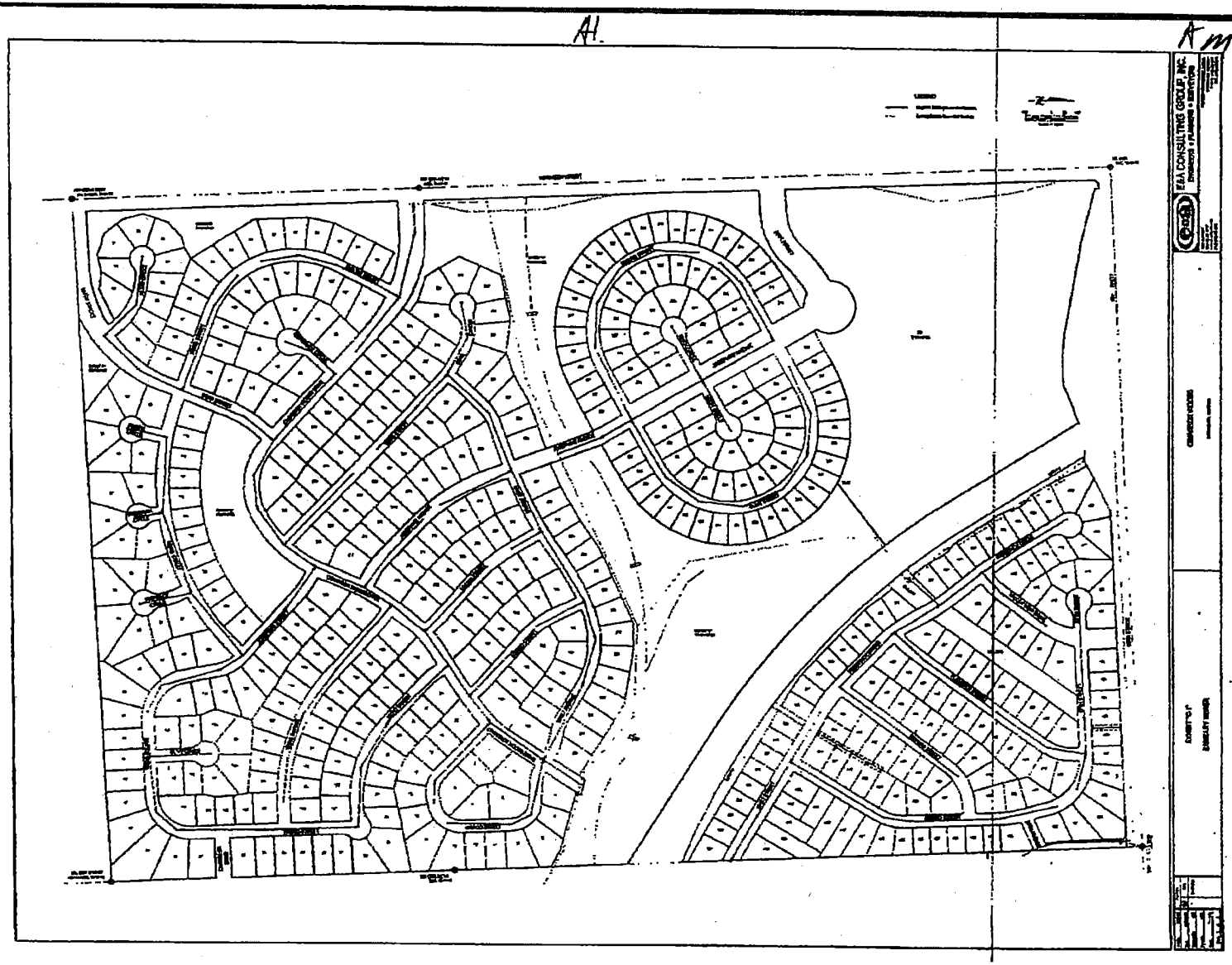
CONTAINING 36.67 ACRES MORE OR LESS.

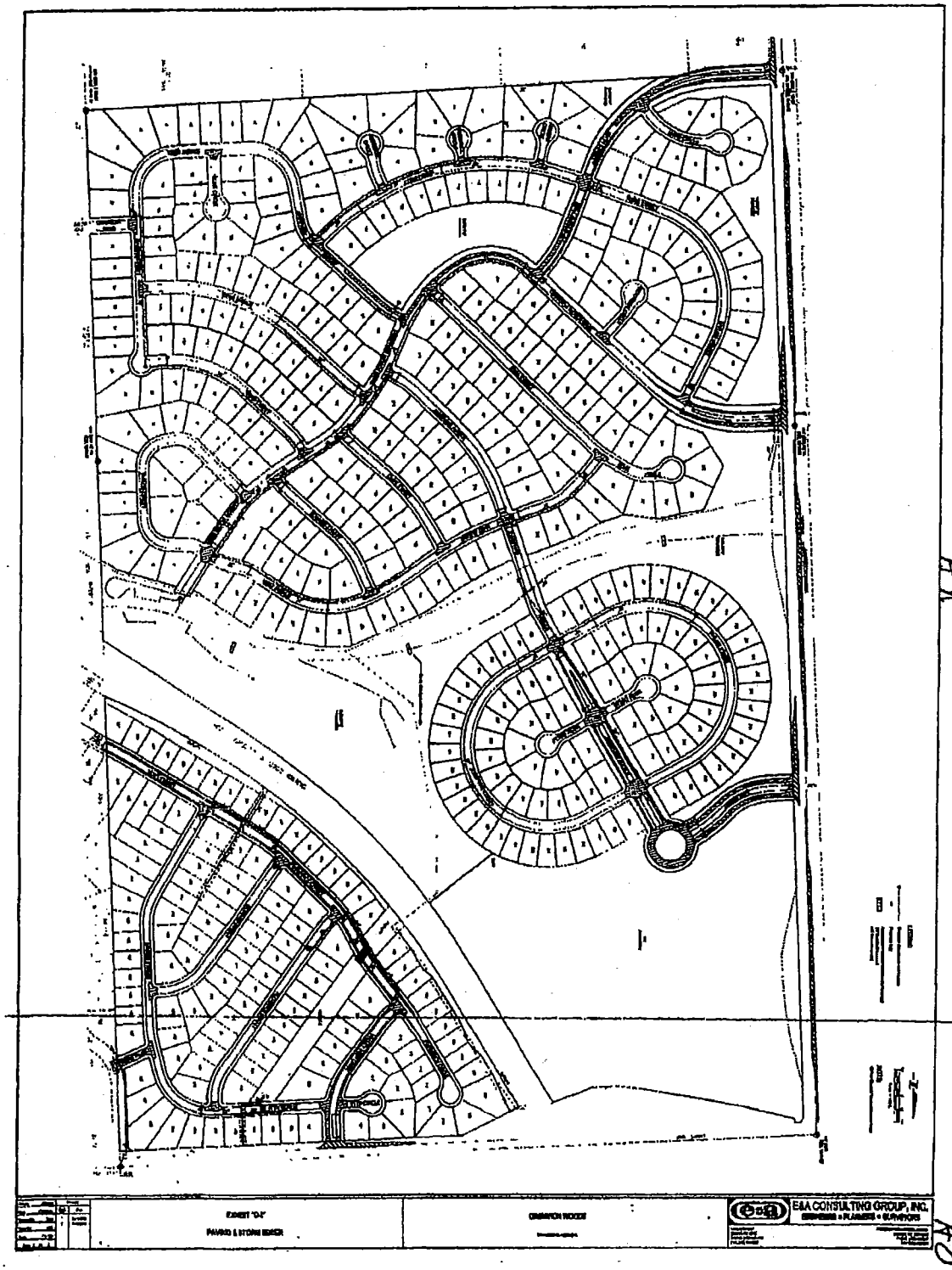
EXHIBIT "A"

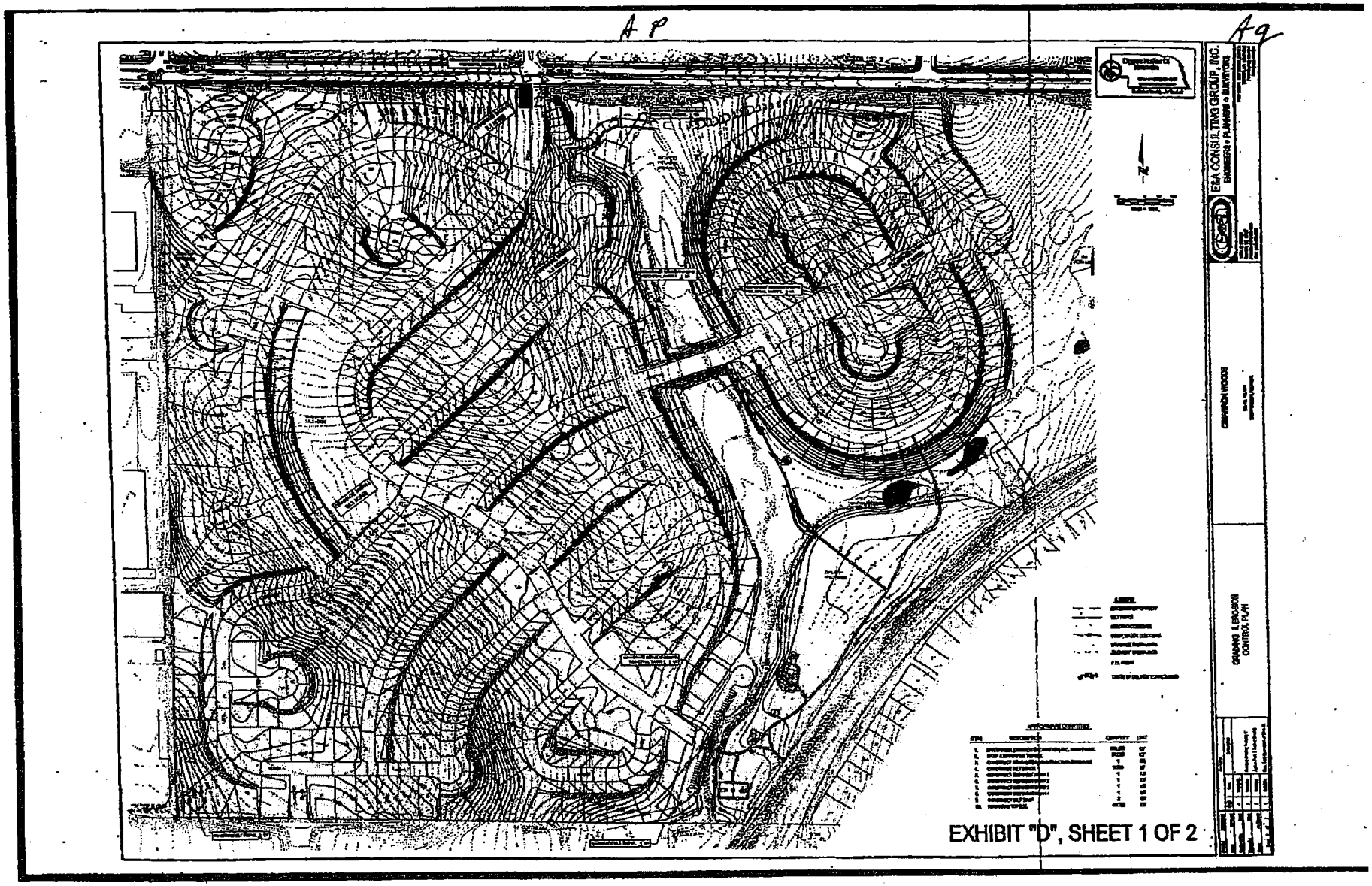
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EXHIBIT "D"
PARKS & STORM SEWER
EAA CONSULTING GROUP, INC.


EBA CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
CAMERON WOODS
GRADING & EROSION CONTROL PLAN
EXHIBIT "D", SHEET 1 OF 2

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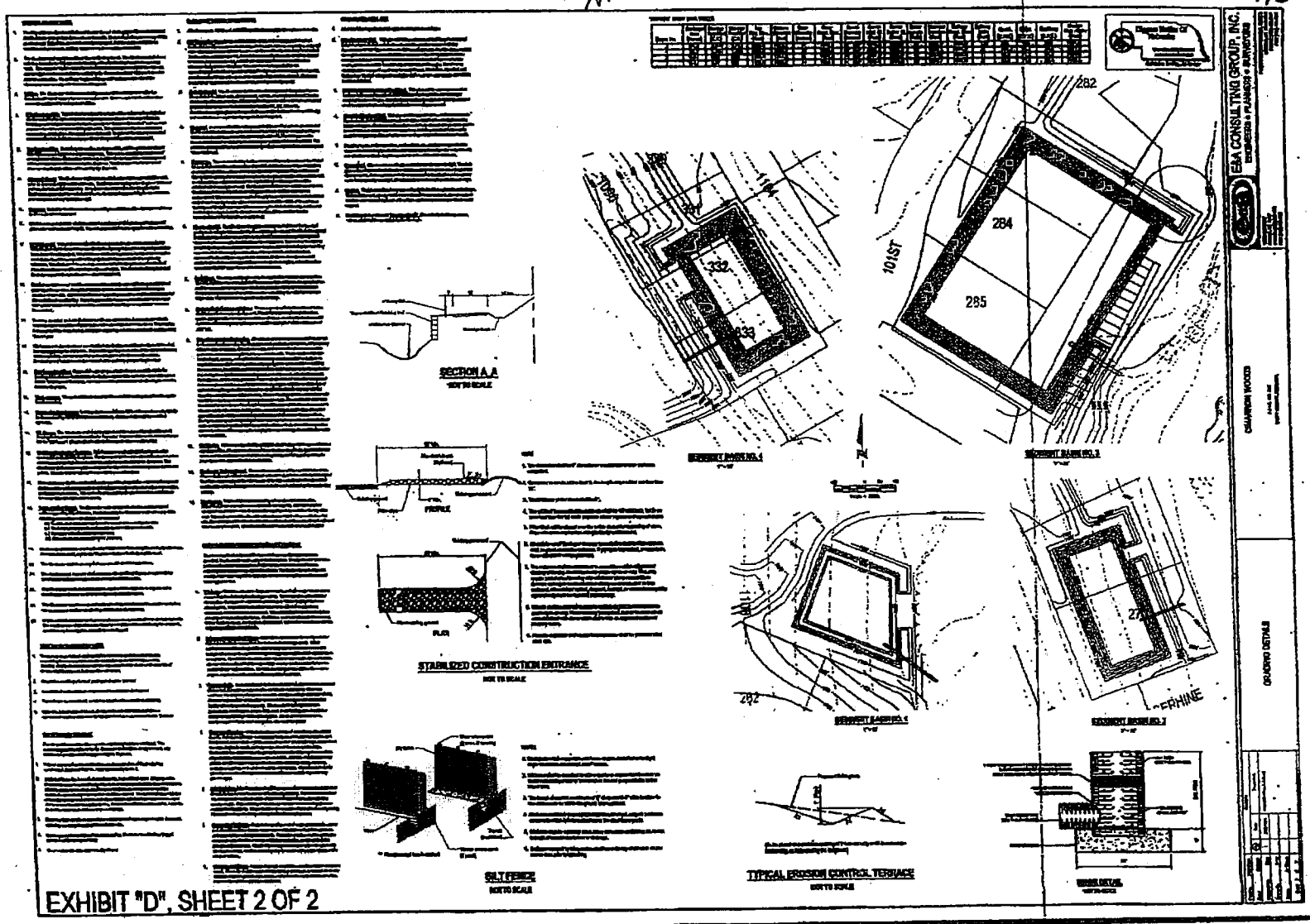
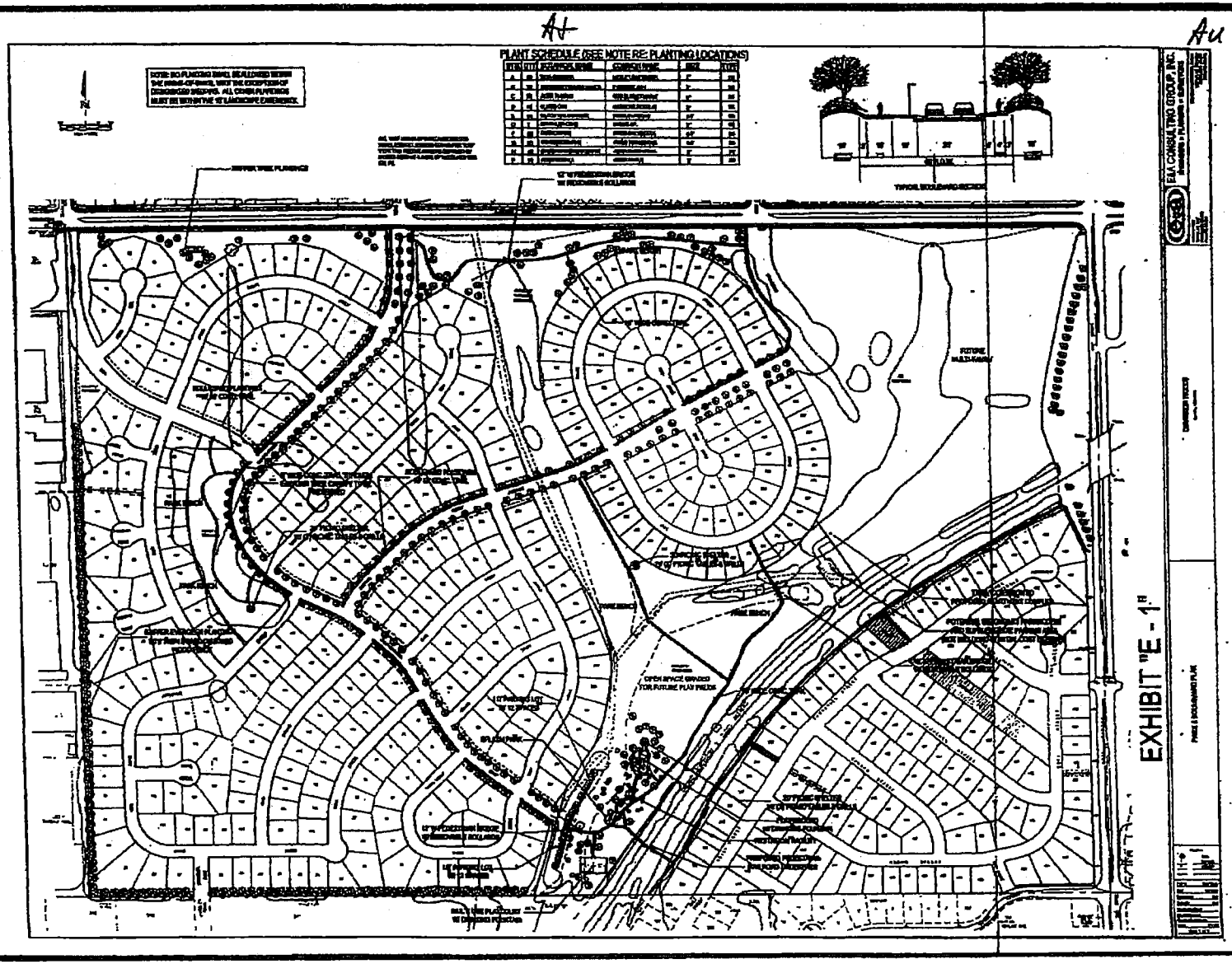
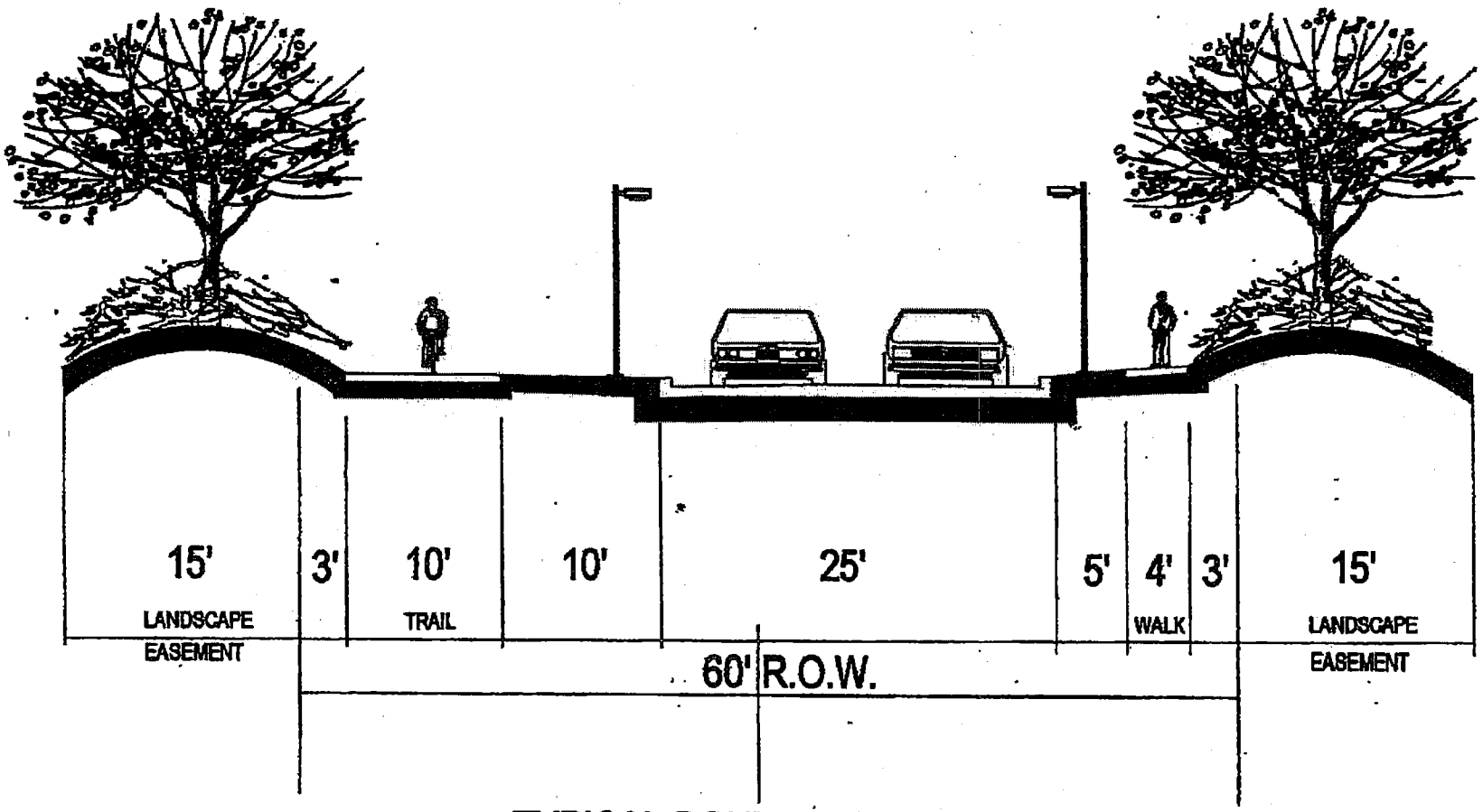


EXHIBIT "D", SHEET 2 OF 2


PLANT SCHEDULE (SEE NOTE RE: PLANTING LOCATIONS)
EXHIBIT "E - 1"



TYPICAL BOULEVARD SECTION

EXHIBIT "E-2"

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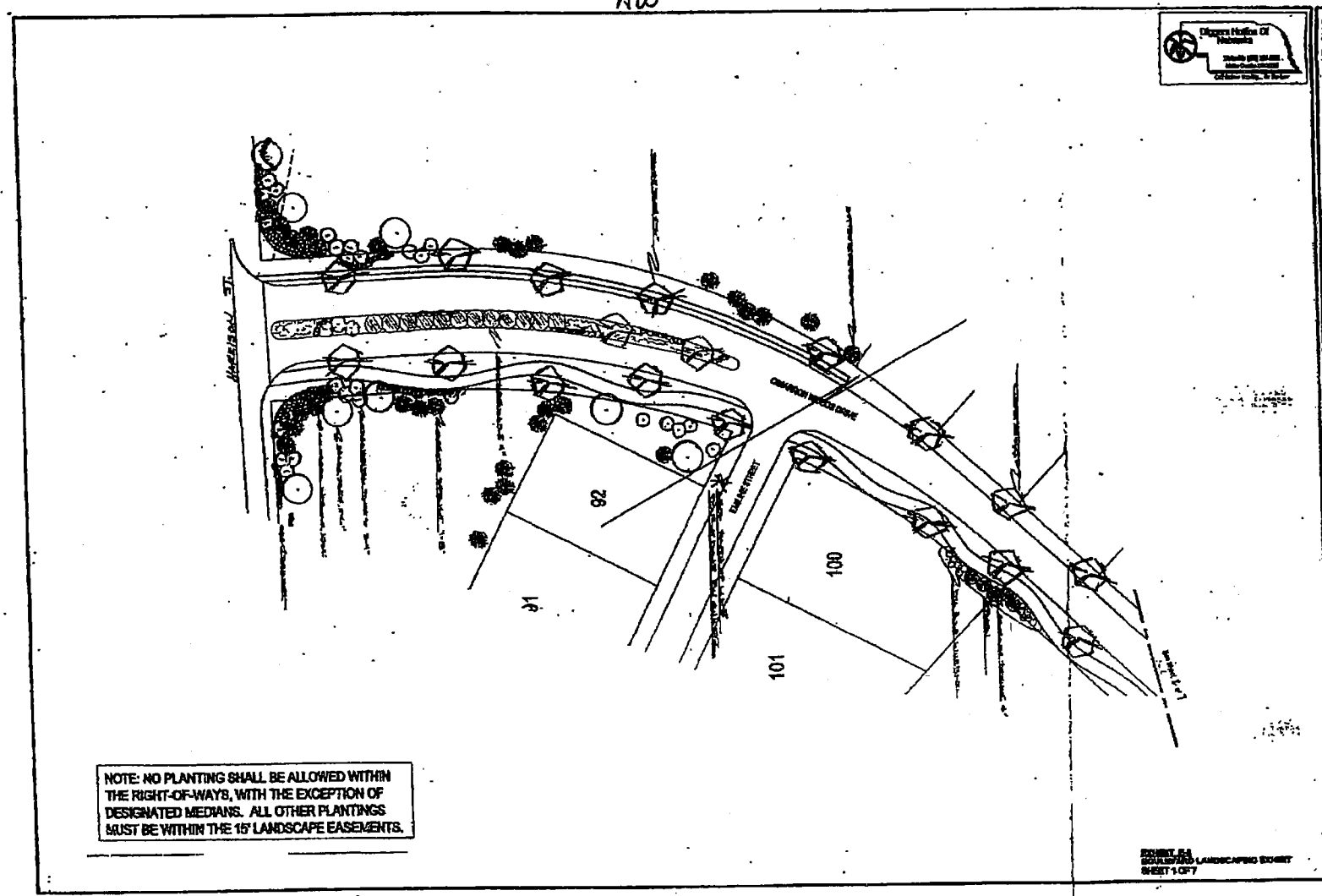

E&A CONSULTING GROUP, INC.
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CIMARRON WOODS
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NOTE: NO PLANTING SHALL BE ALLOWED WITHIN THE RIGHT-OF-WAYS, WITH THE EXCEPTION OF DESIGNATED MEDIANS. ALL OTHER PLANTINGS MUST BE WITHIN THE 15' LANDSCAPE EASEMENTS.

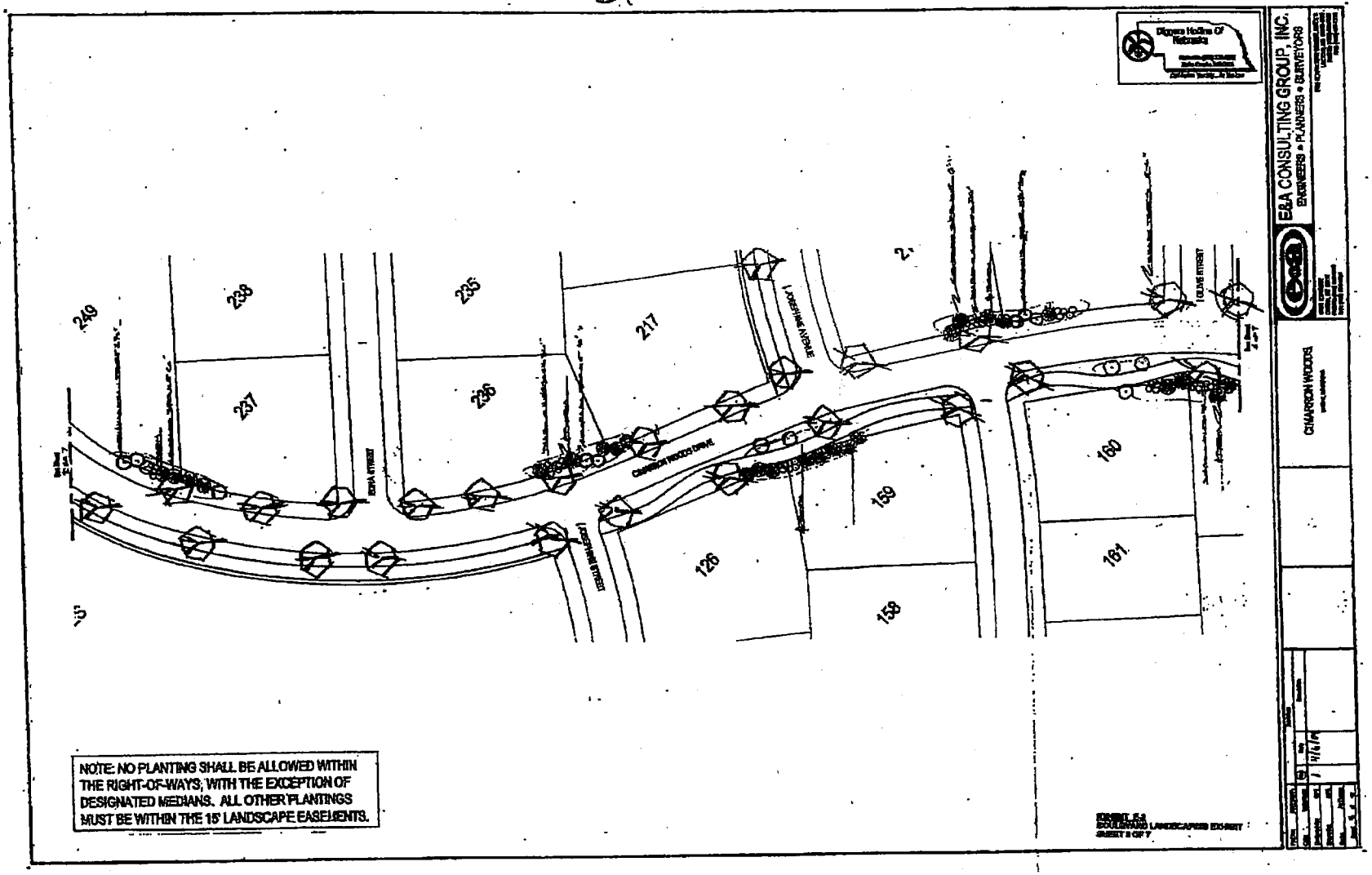
EXHIBIT 3A
SOUTHERN LANDSCAPING EXHIBIT
SHEET 2 OF 7

EBA CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS

CHARRON WOODS

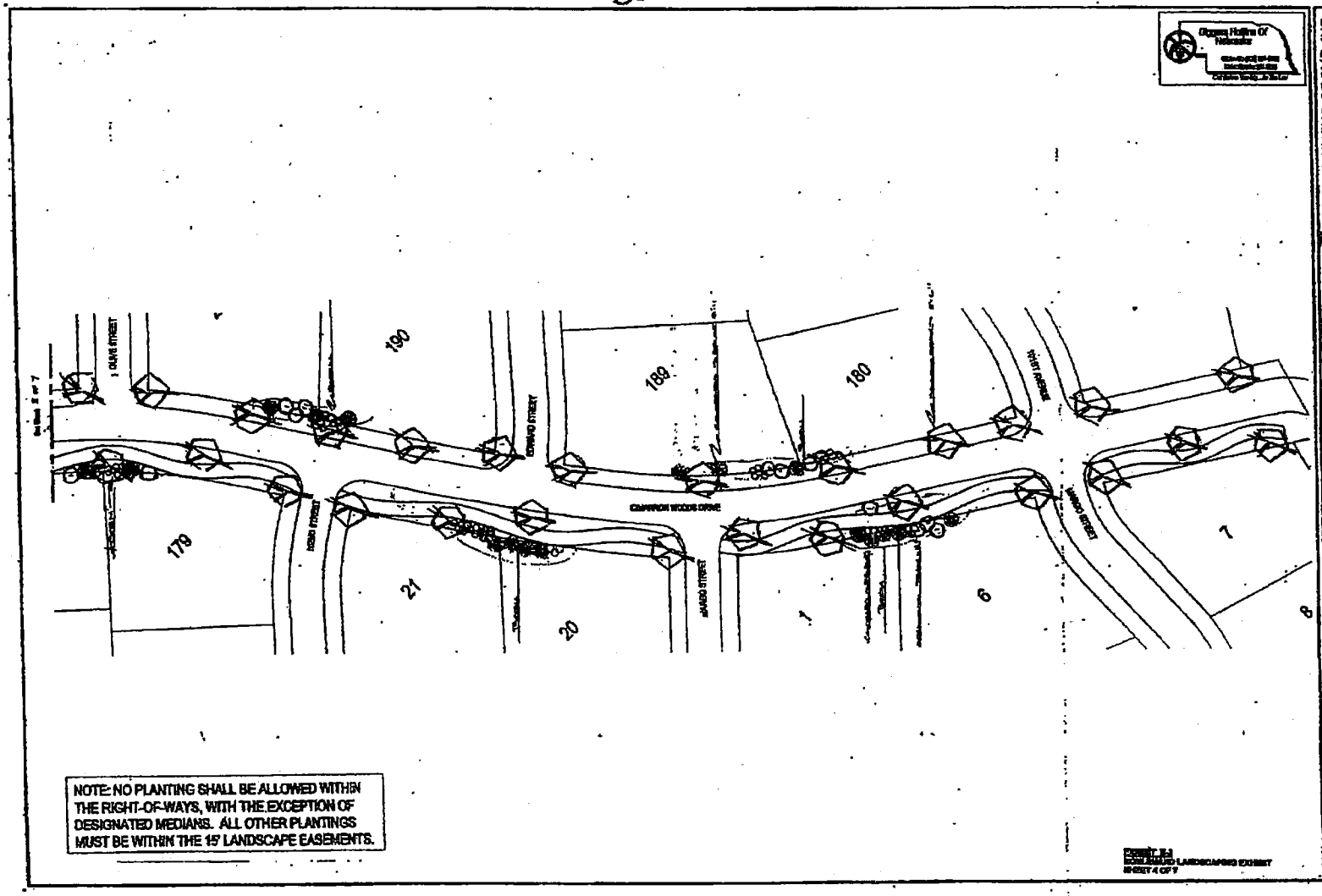
NOTE: NO PLANTING SHALL BE ALLOWED WITHIN THE RIGHT-OF-WAYS, WITH THE EXCEPTION OF DESIGNATED MEDIANS. ALL OTHER PLANTINGS MUST BE WITHIN THE 15' LANDSCAPE EASEMENTS.

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E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
CIMARRON WOODS
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CIMARRON WOODS DRIVE
LOCUST STREET
LOCUST AVENUE
NOTE: NO PLANTING SHALL BE ALLOWED WITHIN THE RIGHT-OF-WAYS; WITH THE EXCEPTION OF DESIGNATED MEDIANS. ALL OTHER PLANTINGS MUST BE WITHIN THE 15' LANDSCAPE EASEMENTS.

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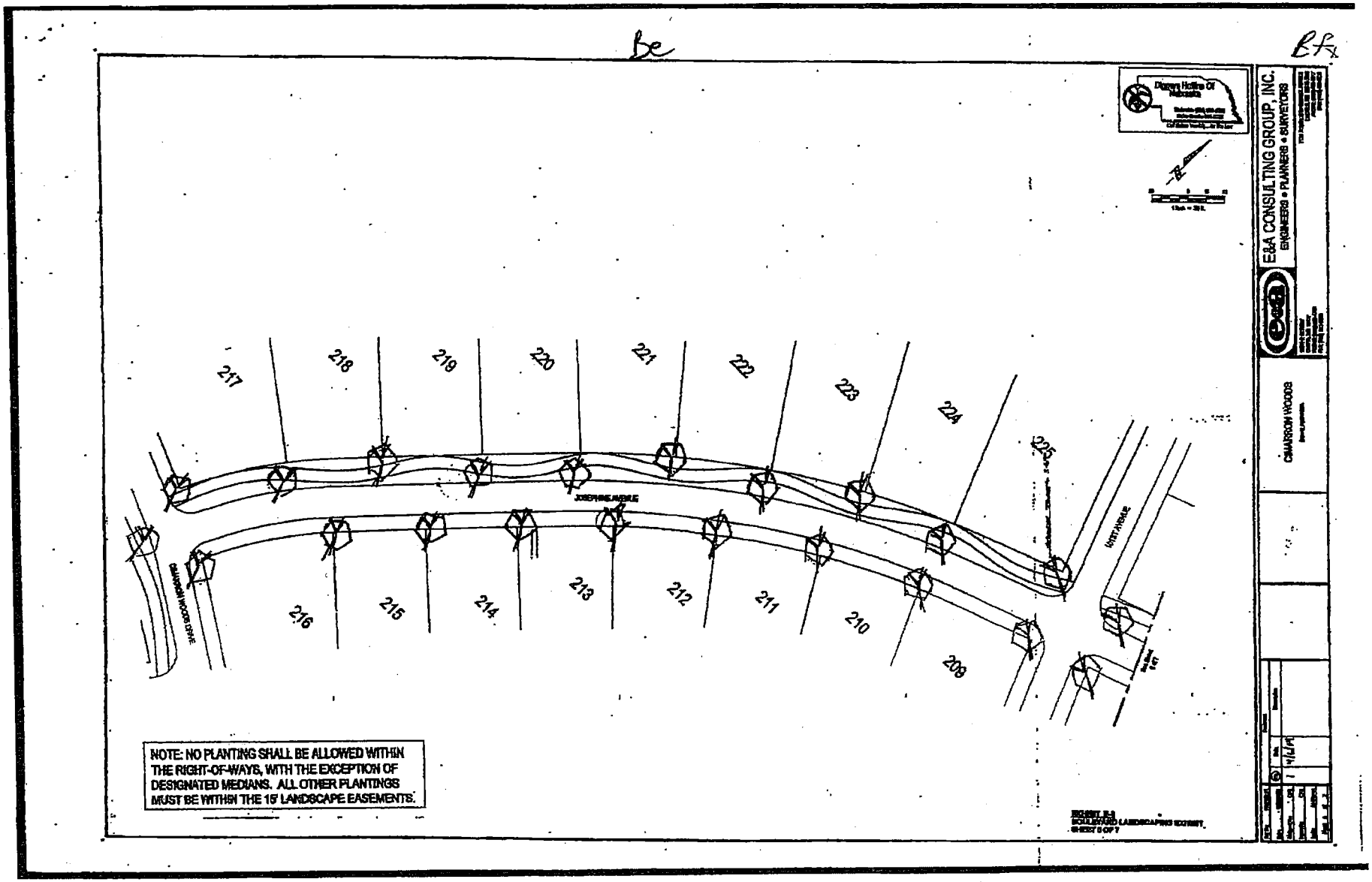


NOTE: NO PLANTING SHALL BE ALLOWED WITHIN THE RIGHT-OF-WAYS, WITH THE EXCEPTION OF DESIGNATED MEDIANS. ALL OTHER PLANTINGS MUST BE WITHIN THE 15' LANDSCAPE EASEMENTS.

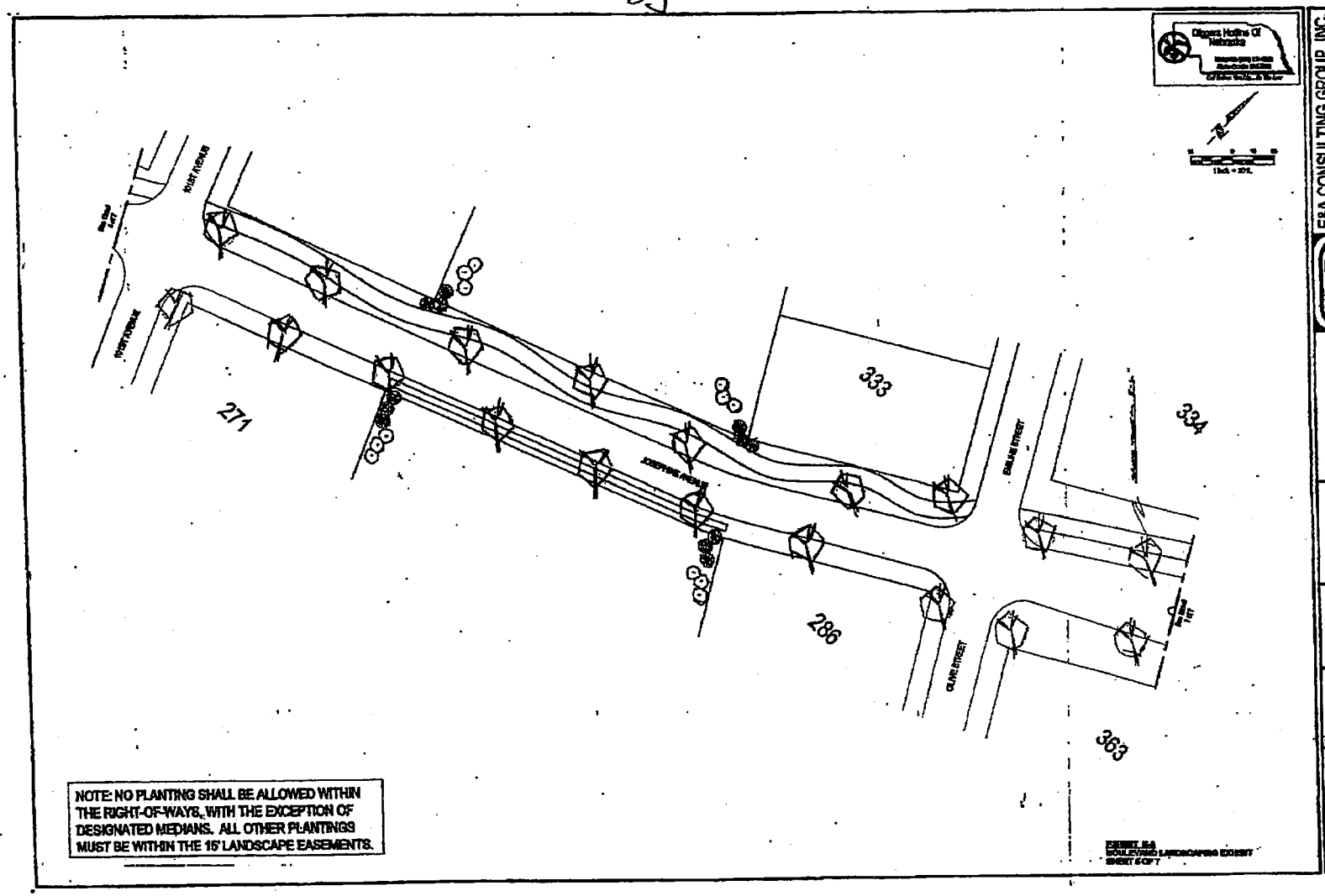
EXHIBIT B-1
CONCEPTUAL LANDSCAPING EXHIBIT
SHEET 4 OF 7

EBA CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS

CHARRON WOODS

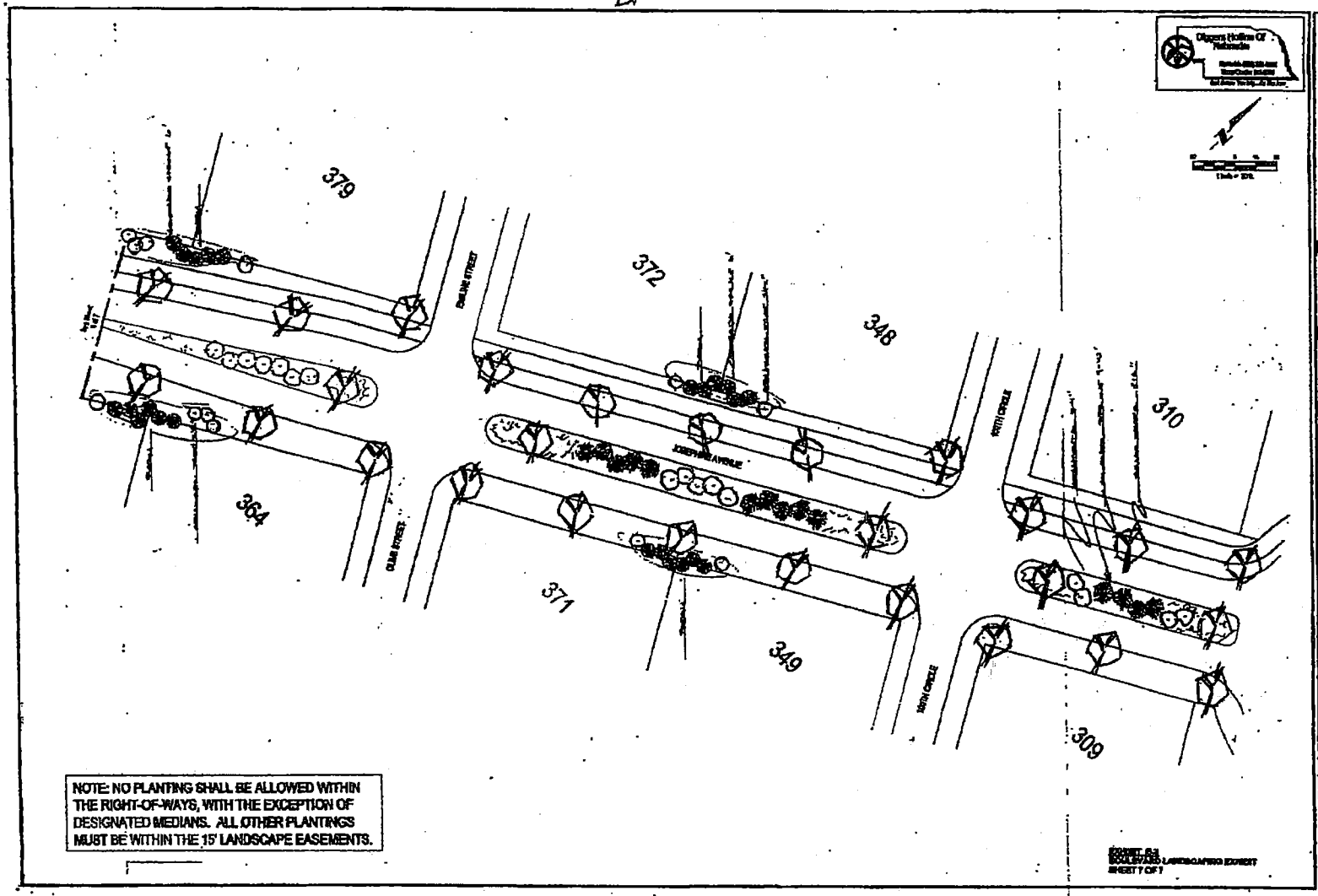

E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
CIMARRON WOODS
NOTE: NO PLANTING SHALL BE ALLOWED WITHIN THE RIGHT-OF-WAYS, WITH THE EXCEPTION OF DESIGNATED MEDIANS. ALL OTHER PLANTINGS MUST BE WITHIN THE 15' LANDSCAPE EASEMENTS.
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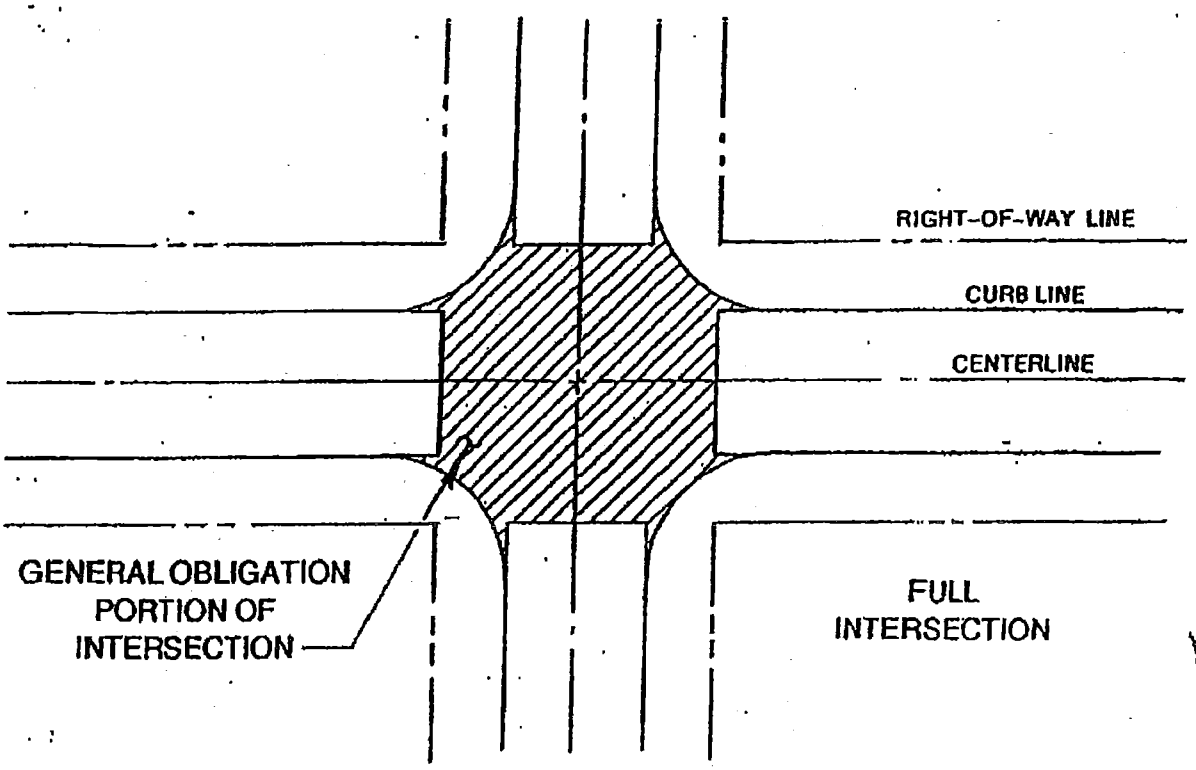
E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS

CIMARRON WOODS


379
372
348
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364
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NOTE: NO PLANTING SHALL BE ALLOWED WITHIN THE RIGHT-OF-WAYS, WITH THE EXCEPTION OF DESIGNATED MEDIANS. ALL OTHER PLANTINGS MUST BE WITHIN THE 15' LANDSCAPE EASEMENTS.
E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
CIMARRON WOODS

TYPICAL STREET INTERSECTION

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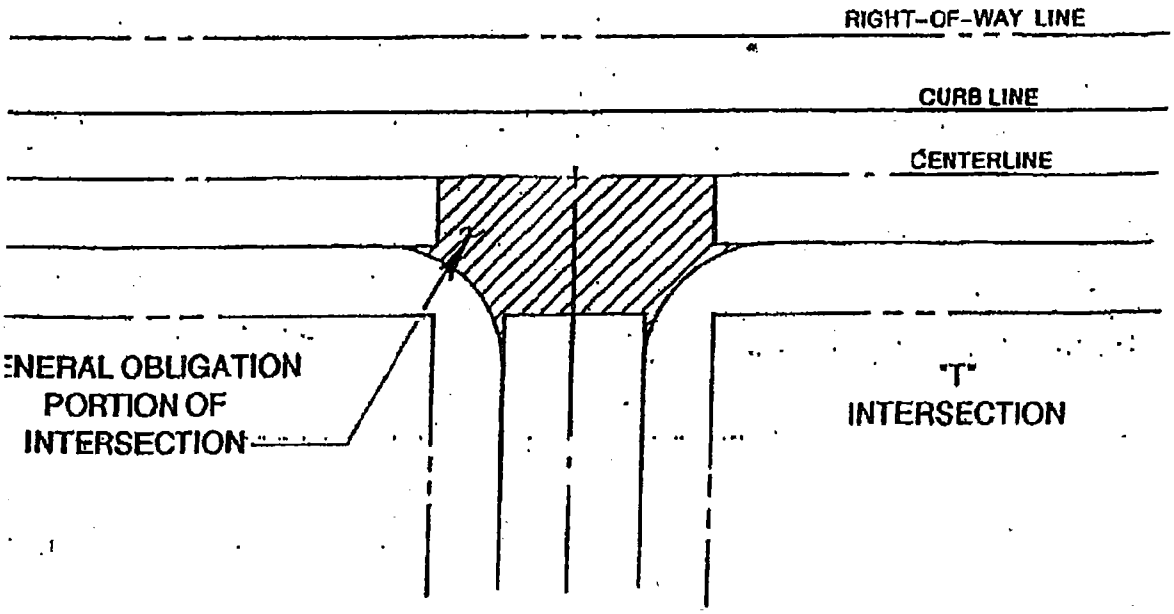


EXHIBIT "F"

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EXHIBIT "G" TO THE SUBDIVISION AGREENMENT

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA:

FROM: Mark Westergard, P.E., E&A Consulting Group
Doug Kellner, P.E. Thompson Dreessen & Dorner, Inc.

As agents for the developers, we, the Engineers for the Cimarron Woods subdivision and S.I.D. #237 of Sarpy County, Nebraska, have determined that all lots in the Cimarron Woods subdivision are of sufficient size and width, and of sufficient depth from the building line to comply with the City's regulations applicable to the zoning granted by the City, and contain no easements, drainage way, utility lines or other hindrance which would prevent any of the lots from being buildable as platted.

DATED this 11th day of February, 2004.

E&A CONSULTING GROUP
Lots 1 through 380

By: Mark A. Westergard, P.E.

THOMPSON, DREESSEN & DORNER, INC.
Lots 381 through 505

By: Douglas E. Kellner, P.E.

The City of La Vista will release Permanent Easement Instrument Number 92-017624, as filed and recorded with the Sarpy County Register of Deeds.

EXHIBIT "H-1"

FILED SARPY CO. NE
INSTRUMENT NUMBER
2004- 30795
2004 AUG 10 A 8:39
REGISTER OF DEEDS

COUNTER C.E.
VERIFY D.E.
PROOF
FEES $ 265.50
CHECK # 1249
CHG CASH
REFUND CREDIT
SHORT NCR

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CIMARRON WOODS WEST IN SARPY COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by **TORCO DEVELOPMENT, INC.**, a Nebraska corporation, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 1 through 379, inclusive, and Outlots A and B, inclusive, all in Cimarron Woods, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot" and such lots are also referred to collectively as a neighborhood as "Cimarron Woods West."

The Declarant desires to provide for the preservation of the values and amenities of Cimarron Woods West, for the maintenance of the character and residential integrity of Cimarron Woods West and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Cimarron Woods West.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as more fully described herein. The Lots, and each Lot are and shall be subject to all and each of the following conditions and other terms.

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Residential Uses Allowed. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots designated by Declarant for

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townhome or villa use, which may include but is not limited to Lots 286 - 379, inclusive, in Cimarron Woods, and except for Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other nonprofit use.

2. Improvement Approvals. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, pool house, playground equipment, satellite receiving station or "discs" exceeding 18" in diameter, solar heating or cooling device, or other external improvement of any kind, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvements be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color, location and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, in its sole and absolute discretion, Declarant may refuse approval of the proposed Improvement.

C. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

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E. No structures, whether portable or temporary, and no private fencing shall be allowed within any landscape buffer easement without the prior approval of the City of La Vista.

F. A surveyor's certificate for a Lot prepared by Declarant's Engineer shall be released to an Owner of a Lot only after Declarant approval of plans for construction of the main residential structure on such Lot.

3. Building Limitations. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. For streets shown in the Park and Boulevard Plan attached to the Subdivision Agreement for Cimarron Woods to be Boulevard Style Streets where there is an abutting side street that affords an opportunity for a driveway, the front of the home shall face the Boulevard Style Street where feasible and the driveway shall enter from and the garage shall face the abutting side street. On corner lots abutting two Boulevard Style Streets, the homes shall face Cimarron Woods Drive where feasible and the driveway/garage orientation shall be to and from the other Boulevard Style Street.

4. Foundation/Exterior Walls, Etc. All foundation walls facing any street shall be covered with brick, stone or cultured stone approved by the Declarant. Each foundation wall of corner lots facing two abutting streets must comply with this provision. Fifty (50%) percent of the front elevation of any house shall be covered with brick, stone or cultured stone approved by the Declarant. The Declarant shall be the sole determinant as to whether the requirements of the prior sentence have been met. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete. Fireplace chimneys shall be covered with brick, stone or cultured stone approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all improvements shall be covered with Heritage style asphalt shingles with color to be weathered wood.

5. Signage/Business Activities. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale." No business activities of any kind whatsoever shall be conducted on any lot; nor shall the premises be used in anyway for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, this Paragraph shall not apply to the business activities and signs or the construction and maintenance of buildings, if any, by Declarant, its designated builders, agents or assigns, during the construction and sale of the Lots.

6. Towers/Antennas, Etc. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or on any Lot, except, with the prior written approval of Declarant, one (1) satellite dish of 18" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order. No satellite dish less than eighteen inches (18") in diameter and

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approved by Declarant, or other communications device allowed by a binding order of a court or governmental agency shall be located in front of the center line of the dwelling, or shall be visible to public view. No patio, patio enclosure, freestanding flag pole, or similar structure shall be located in front of the center line of the dwelling. No tree houses, tool sheds, doll houses, windmills, or similar structures shall be permitted on any Lot.

7. Vehicular/Watercraft, Etc. Repairs. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. Vehicular Storage. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than forty-eight (48) hours within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least an attached three-car garage and the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of La Vista, Nebraska.

9. Trash/Storage and Other Outdoor Uses. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes, and in no event shall any trash can or other receptacle be placed along any portion of any Lot facing any Boulevard Style Street, including Cimarron Woods Drive, Josephine Street and 99th Street. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens, not more than ten feet by ten feet in area and located in as inconspicuous a manner as possible, may only be maintained in rear yards, subject to review and approval of Declarant pursuant to Paragraph 2, above.

10. Exterior Lighting. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

11. Fences/Shrubs. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than the (10') feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant and approved by the City of La Vista by issuance of a permit, fences on Lots adjacent to or directly visible from any boulevard-designated street, which shall include Cimarron Woods Drive, Josephine Avenue, and 99th Street, shall only be composed of black wrought iron or

black PVC wrought iron (a/k/a blackline) appearing fence materials of such style and character that are not opaque and are uniform in appearance. Subject to the approval of Declarant pursuant to Paragraph 2 and the City by issuance of a fence permit, all of which shall occur prior to installation of fencing, fences on any Lot not adjacent to a boulevard-designated street may be composed of black wrought iron, black PVC wrought iron (a/k/a blackline), or six (6') foot almond vinyl overscalloped in style. Any fencing installed on Lots that are not adjacent to or directly visible from any boulevard-designated street shall be adequately screened from any boulevard-designated street as indicated in Exhibit E-3 of the Cimarron Woods Subdivision Agreement. No fences shall exceed a height of six (6) feet. No chain link fencing of any kind shall be permitted on any Lot. No waiver of the provisions of this paragraph shall be effective unless approved by the City of La Vista. No perimeter fencing shall be installed along 96th Street and/or Harrison Street. A six foot solid wood perimeter fence, approved by the City of La Vista, shall be installed by the Declarant in the rear ten feet of Lots 39-46, inclusive, Lots 54-55, Lots 59-61, inclusive, Lots 64 -66, inclusive, and Outlot A, all in Cimarron Woods, and a permanent easement is hereby retained for the benefit of Declarant and the Association for such installation and maintenance, repair and replacement of such fencing, and also for the benefit of the City in the exercise of its rights pursuant to Article IV hereof.

12. Swimming Pools. No swimming pool may extend more than one foot above ground level and must conform to all applicable state, county and city regulations.

13. Completion of Improvements. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

14. Zoning Ordinance Compliance, Setbacks, Sidewalks, Etc. All applicable zoning ordinances of the City of La Vista, including but not limited to Section 5.15 of the La Vista Zoning Ordinance No. 848, as the same may be amended from time to time, shall apply to all Lots, except that all Lots shall have a front yard setback of thirty (30') feet, a rear yard setback of twenty-five (25') feet, a side yard setback of five (5') feet for side yards not abutting a street, and in the case of a side yard abutting a street a setback of twenty-five (25') feet. A public sidewalk shall be constructed of concrete four (4') feet wide by four (4") inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed five (5') feet back of the street curb line and shall be constructed by the owner of the Lot at the earlier of the following events: completed construction on of 75% of Lots abutting such block on which the Lot is located, five years from the date of recording the original plat of Cimarron Woods or prior to the time of completion of the main structure and before occupancy thereof, provided, however, this sidewalk provision shall vary as needed to comply with any requirements of the City of La Vista by its ordinances or by the Residential Subdivision Agreement for Cimarron Woods.

15. Driveway Approaches. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

16. Animals, Shelters, Etc. No stable or other shelter for any animal, livestock, fowl or poultry or reptile shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided

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always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, as required by this Declaration. Dog houses shall only be allowed at the rear of the residence, concealed from public view. No dog runs or kennels of any kind shall be allowed. No pot-bellied pigs or other exotic animals shall be allowed in Cimarron Woods West.

17. Exterior A/C Condensers, Utility Boxes, Etc. Any exterior air-conditioning condenser unit and other utility boxes or appurtenances on any Lot shall be placed in the rear yard or side yard so as not to be visible from public view. No exterior air-conditioning condenser unit or other utility boxes or appurtenances shall be allowed to be visible from any Boulevard Style Street, including Cimarron Woods Drive, Josephine Street and 99th Street and such utility units shall in no instance be placed in any side, rear or front yard abutting such Boulevard Style Street.

18. Trees and Vegetation. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Trees and shrubs along any Boulevard Style Street, including Cimarron Woods Drive, Josephine Street and 99th Street, shall be placed only in a landscape easement area, except for plantings within the boulevard medians, all as provided by the Cimarron Woods Subdivision Agreement. Vacant Lots shall not be used for dumping of earth or any building or waste materials, including grass clippings, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

19. Full Lot Requirement. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been legally combined into one Lot which is at least as wide as the average of all Lots on the original plat, and is as large in area as the largest Lot in the original plat.

20. Detached/Temporary Structures, Etc. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside the Cimarron Woods West to any Lot without the written approval of Declarant.

21. Underground Utility Requirement. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

22. Siltation Control. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations, and designs as it may determine appropriate in its sole and absolute discretion, all at the cost of the Owner. Silt fences shall be used by each Owner of an uphill Lot, as defined by Declarant, during construction. Each owner of each Lot shall control erosion on their Lot and remain responsible for any erosion resulting from construction on such owner's Lot, whether such erosion occurs on such owner's Lot or on neighboring Lots. If any Owner fails to install erosion control measures as required by the Declarant, Declarant shall have the right to enter onto such Lot and install such erosion control measures at the cost of Owner, which cost may become a lien against such Lot.

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23. Tree Planting Requirement. Except for Lots owned by the Declarant and any designated builder, all Lots shall be fully sodded within two years after closing of said Lot or within 30 days after occupancy of said Lot, whichever occurs earlier. There shall be planted on each lot a minimum of two (2) trees prior to occupancy of said Lot. At least one tree shall be planted in the front yard and at least one tree shall be planted in the rear yard. Deciduous trees shall be a minimum of two inch (2") caliper and coniferous trees shall at least six feet (6') in height.

ARTICLE II.
HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has or will cause the incorporation of the Cimarron Woods West Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members, together with the performance of the Common Area Obligations identified in the Residential Subdivision Agreement for Cimarron Woods between the Declarant, the City of La Vista and Sanitary and Improvement No. 237 as being a Common Area Obligation or an obligation of the Homeowners' Association, either directly or as a successor in obligation to the Declarant (the Developer). Common Facilities may include but are not limited to: outlots, recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks dedicated and nondedicated roads, paths, ways, green areas, landscaping, perimeter fencing, buffer areas and signs and entrances for Cimarron Woods West. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to or owned or leased by a Sanitary Improvement District.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Cimarron Woods West; and the protection and maintenance of the residential character of Cimarron Woods West.

D. The Mandatory Duties of the Association as set forth in Article IV of this Declaration.

2. Membership and Voting. The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means

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and refers to the record Owner, whether one or more persons or entities, of fee simple title of a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. With the exception of the Class B membership set forth below, the Owner of each Lot, whether one or more, shall have one vote on all matters properly before the Association. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to twelve (12) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a. when the total votes outstanding in the Class A membership equal three-fourths of the total votes outstanding in the Class B membership, or

b. on June 1, 2012 or sooner at Declarant's discretion.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The maintenance, landscaping, mowing, watering, repair and replacement of parks, perimeter fencing and landscaping, open space, buffer areas and recreational facilities and land, and other public property and improvements on parks, street right-of-way, medians or public property within or near Cimarron Woods West.

C. The Mandatory Duties of the Association described in Article IV of this Declaration.

D. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

E. The expenditure, commitment and payment of

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Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

F. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

G. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

H. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

I. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

J. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

K. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. Mandatory Duties of Association. The Association shall install, permanently and continuously maintain, replace and repair any entranceways, entrance signs and landscaping, perimeter fencing, trails (except trails in Outlots C, D and E), any trees and landscaping in street right-of-way, medians, boulevards, buffer areas (including the industrial buffer area along the west side and the south side of Cimarron Woods) and easement areas, requirements of any 404 permit, drainage detention facilities, recreational space and equipment, and related fixtures in Cimarron Woods West and keep the same in generally good and neat condition and shall own and maintain Outlots A-B, inclusive, all in Cimarron Woods in generally good and neat condition. In complying with these mandatory duties, the Association shall comply with the requirements of the Residential Subdivision Agreement for Cimarron Woods entered into by Declarant and the City of La Vista and shall enter into any required maintenance agreement with SID 237 and the City of La Vista. In the event that Declarant and the Association fail to comply with any mandatory duty stated herein, the City of La Vista, at its option, may itself take such remedial or curative action, or cause such action to be taken, and assess the cost thereof to each Lot within Cimarron Woods West.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with a dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this

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declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provisions of this declaration, the Board of Directors may, in individual circumstances where good cause exists, abate all or part of the dues due in respect of any Lot, and may abate all dues owing in respect to any unsold Lot during the period such Lot is owned by the Declarant. During any such time of abatement of dues on Declarant-owned lots and until the Homeowners' Association is activated and has annual income from membership dues and assessments sufficient to fully fund performance of the Common Area Obligations as defined in this Declaration or in the Subdivision Agreement, Declarant shall perform such obligations, or in the alternative fund the cost of performance of such Common Area Obligations to the extent of any shortfall in membership dues and assessments received by the Association for such purposes. Assessments for Extraordinary Costs as provided for in Section 10 hereof, may be waived only with the consent of the City.

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. Two Hundred and NO/100ths ($200.00) Dollars per Lot.

B. In each calendar year beginning on January 1, 2005, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments for such extraordinary cost in each calendar year shall be limited in an amount to Two Hundred and NO/100ths ($200.00) Dollars per Lot.

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11. Excess Dues and Assessments. With the approval of seventy-five (75%) percent of votes of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this declaration.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 6 of this Article.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. In such event, the Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE III. EASEMENTS

1. Easements - General Scope. A perpetual license and easement are hereby reserved in favor of and granted to Omaha Public Power District, Quest Communications, and any company which have been granted a franchise to provide a cable television system within the Lots; to Metropolitan Utilities District of Omaha, and Sanitary and Improvement District No. 237 of Sarpy County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5') foot wide strip of land abutting the front and the side boundary

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lines of the Lots; and eight (8') foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior lots that are adjacent to presently platted and recorded Lots; and a sixteen (16') foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16') foot wide easement will be reduced to an eight (8') foot wide strip, when such adjacent land is surveyed, platted and recorded.

2. Metropolitan Utilities District Water. A perpetual easement is further reserved for the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5') foot wide strip of land abutting all cull-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement ways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

3. Telecommunications. U.S. West Communications, Inc. and/or any other telecommunications company may, upon completion of its distribution system, require a connection charge on some or all of the Lots at the time service is requested.

4. Industrial Buffer. A permanent thirty (30') foot wide industrial buffer zone a/k/a landscape buffer easement has been and is hereby reserved in favor of the Declarant and the Cimarron Woods Homeowners Association over, under, through and across the rear 30 feet of Lots 9-14, inclusive, Lots 29-39, inclusive, Lots 39-46, inclusive, Lots 54-55, Lots 59 -61, inclusive, Lots 64 -66, inclusive, and Outlot A, all in Cimarron Woods for the purpose of constructing a six (6') foot solid wood perimeter fence and installing a treed buffer area along the west and south boundary of Cimarron Woods within said buffer zone. Such installation of perimeter fencing and trees shall be performed by the Declarant or the Association, and the Association shall maintain and replace, if necessary, all perimeter fencing and trees within said buffer zone. All trees and fencing within said buffer zone shall be planted and installed in such a manner as to create a passage for service vehicles along the easement and shall be approved in writing by the City of La Vista. No structures, whether portable or temporary, and no private fencing shall be allowed within said buffer zone without the prior approval of the City Administrator. No building permit will be granted for any of the lots encumbered by said buffer zone until Declarant has fulfilled the requirements of the Residential Subdivision Agreement for Cimarron Woods relating to said buffer zone.

5. Drainage. A permanent twenty (20') foot wide storm sewer and drainageway easement has been reserved in favor of Sanitary & Improvement District No. 237 of Sarpy County, Nebraska ("SID 237") affecting portions of Lots 61

-65, inclusive, all in Cimarron Woods, as more particularly depicted on the plat of Cimarron Woods.

6. Landscape/Sidewalk/Trail Easements. A permanent landscape and sidewalk/trail easement has been and is hereby reserved in favor of SID 237 of Sarpy County, Nebraska, the Declarant and the Cimarron Woods Homeowners Association, and utility companies noted in the dedication on the plat of Cimarron Woods, over, under, through and across a fifteen (15') foot wide strip abutting Cimarron Woods Drive, Josephine Avenue and 99th Street on Lots 1, 6-7, 20-21, 92-93, 99-100, 113, 126, 159160, 179, 180, 189-190, 201-202, 209-225, inclusive, 236-237, 249-259, inclusive, 270-271, 285-286, 309-310, 333-334, 348-349, 363-364, 371-372, 379, all in Cimarron Woods, for the installation, maintenance, repair and, if necessary, replacement of trees, berms, plantings and other landscape measures and of a concrete trail/sidewalk.

7. Other Easements. Other easements are provided for in the final plat of Cimarron Woods which is filed in the Register of Deeds of Sarpy County, Nebraska, as the same may be replatted from time to time.

8. Encroachment on Easements Prohibited. No permanent or temporary structures, buildings, trees, retaining walls, loose rock walls, or other improvement shall be placed in or made to any of said easement areas by any person or entity, but same may be used for other purposes by the Owner of such Lot so long as such use does not then or later interfere with the aforementioned uses or rights granted herein.

ARTICLE IV
CITY RIGHT TO ENFORCE COMMON AREA OBLIGATIONS

As used herein "Common Facilities" or "Common Area Obligations" shall mean all of the obligations identified in this Declaration or in the Residential Subdivision Agreement between the Declarant as Developer of Cimarron Woods West, Cimarron Woods East, Inc. ("Sudbeck") as Developer of Cimarron Woods East, Developer, the City of La Vista and Sanitary and Improvement District No. 237 (herein the "Subdivision Agreement") as being Common Area Obligations of the Declarant or an obligation of the Homeowner's Association, either directly or as successor in obligation to the Declarant, in respect to the Cimarron Woods West Subdivision.

Declarant and the Homeowner's Association, as successor in obligation to the Declarant, and Owners of Lots as successors in obligation in the absence of a Homeowner's Association, and all of them on behalf of themselves, their grantees, successors and assigns, do hereby covenant and agree:

1. To timely perform the terms of these Declarations and of the Subdivision Agreement regarding construction, installation, repair, maintenance or upkeep of Outlots A and B and other Common Area Obligations of the Declarant and the Homeowners' Association (collectively "Common Area Obligations");

2. Should there be a failure, for whatever reason, to faithfully and fully perform such obligations, then in such event, the City, at its option, and after thirty (30) days written notice to Owners of record of the Lots, may, in whole or in part, undertake to construct, install, repair, maintain or provide upkeep and/or take such other curative action, or cause such curative action to be taken in respect to such Common Area Obligations, and may assess against the Lots the full cost thereof,

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including but not limited to administrative, engineering and legal expenses incurred in respect thereto and foreclose said lien if need be. City may assess the cost of such work to the Owners of record of the Lots in the proportionate shares as established in this Declaration and/or by the Association with City's approval, for the particular improvement involved, and if there be no established allocation, then in such proportion as City may determine. Such assessment shall bear interest at the rate of twelve percent (12%) until paid;

3. Each Owner, for itself, its successors and assigns does hereby irrevocably promise, agree and consent to City's performing any unperformed or failed work involving the Common Area Obligations and the aforementioned Outlots, and each does hereby agree that upon City's demand, to fully reimburse the City its proportionate share of the cost of performing such work, together with interest at the above stated rate, and if enforced through legal proceedings, to reimburse City its court costs and attorneys fees incurred in such matter;

4. In addition to, and not in lieu of the foregoing, the Owners, on behalf of themselves and their grantees, successors and assigns, do hereby irrevocably consent and agree that City, at its option, may expend such funds in such amounts and from such sources as City may determine to be necessary or expedient to the prosecution of such work and/or the recovery of its costs therein incurred as authorized by this Article IV; and

5. The rights of City and the obligations of Declarant and of land owners herein provided for shall be covenants running with the land and shall survive the dissolution, termination or other cause of non-existence of the Homeowners' Association.

ARTICLE V.
GENERAL PROVISIONS

1. Section Headings. Article headings and section headings herein are intended only as a brief reference to the subject matter therein and do not identify all subjects within a particular section.

2. Enforcement. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this declaration to either prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Covenants Running with the Land/Duration. The covenants, conditions, restrictions, easements and terms of this declaration shall run with and bind the land in perpetuity.

4. Amendments. This Declaration may be amended by Declarant, or any person, firm corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration. Any amendment shall be subject to section 6 of this Article V.

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5. Declarant Right to Terminate Declarant's Status. Torco Development, Inc., a Nebraska corporation, or its successor or assign, may terminate its status as Declarant under this Declaration, at anytime, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

6. Amendment, Modification, Etc.; City Consent Required. Any termination, modification, suspension or waiver of enforcement of the provisions of this Declaration shall require the prior written consent of the City of La Vista.

7. Compliance with City Ordinances and Regulations. These Declarations are not in lieu of or modification of applicable City ordinances, the requirements of which ordinances are fully applicable to the lots affected by this Declaration.

8. Severability. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these present to be executed this 5th day of August, 2004.

DECLARANT:

TORCO DEVELOPMENT, INC.,
a Nebraska corporation,

By: _____
Gerald Torzcon, President

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me by Gerald Torczon, President of Torco Development, Inc., a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation. Witness my hand and Notarial Seal this 5th day of August, 2004.

GENERAL NOTARY-State of Nebraska
DORIS J. NICHOLSON
My Comm. Exp. Jan. 29, 2008

_____
Notary Public

R+R
Torco Development
11205 S. 150th St
Ste 100
Omaha, NE 68138

EXHIBIT "H-2" Cb

FILED SARPY CO. NE
INSTRUMENT NUMBER
2004-32418
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REGISTER OF DEEDS

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FEES $ 123.50
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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LOTS 381 THROUGH 505, INCLUSIVE, AND OUTLOTS F AND G, CIMARRON WOODS IN SARPY COUNTY, NEBRASKA

THISAMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LOTS 381 THROUGH 505, INCLUSIVE, AND OUTLOTS F AND G, CIMARRON WOODS IN SARPY COUNTY, NEBRASKA (herein "Declaration") made this 20 day of August, 2004 by Cimarron Woods East, Inc., a Nebraska corporation ("Declarant").

RECITALS:

WHEREAS, Cimarron Woods East, Inc., a Nebraska corporation ("Declarant") is owner of lands legally described as follows:

> Lots 381 through 505, inclusive, and Outlots F and G of Cimarron Woods, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded,

said lots and outlots being within "Tract B" as described in the surveyor's certificate of the final plat of Cimarron Woods Subdivision, and are referred to herein collectively as "Cimarron Woods East," or "Cimarron Woods East Subdivision," and individually each as "Lot" or "Lots."

WHEREAS, Declarant did on April 23, 2004 execute a Declaration pertaining to Cimarron Woods East and caused it to be recorded on April 28, 2004 in the Office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 2004-14972 and Pages A through I appended thereto; and

WHEREAS, Declarant, at date hereof, is the owner of all lots within said Tract B, Cimarron Woods Subdivision and does hereby amend and restate said Declaration as originally filed and does hereby substitute for said originally filed Declaration the following amended and restated Declaration.

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After recording, please return to: Robert F. Peterson, Attorney, 11718 Nicholas Street, Suite 101, Omaha, NE 68154

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PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

> Lots 381 through 505 inclusive, and Outlots F and G,
> Cimarron Woods, a subdivision in Sarpy County,
> Nebraska, as surveyed, platted and recorded,

said lots and outlots being commonly known as and are herein referred to as "Cimarron Woods East" or "Cimarron Woods East Subdivision."

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

The Declarant desires to provide for performance of applicable provisions of the Residential Subdivision Agreement dated April 7, 2004, between Torco Development, Inc. and Cimarron Woods East, Inc., therein collectively referred to as "Developer" or "Subdivider," and Sanitary and Improvement District No. 237 of Sarpy County, Nebraska, therein and herein referred to as "District," and the City of La Vista, therein and herein referred to as "City," as are applicable to Lots 381 through 505, inclusive, Cimarron Woods Addition, herein referred to as the "Subdivision Agreement." Said Cimarron Woods East, Inc. is the Declarant herein.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements ("the Covenants"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot are and shall be subject to all and each of the following conditions and other terms:

Contemporaneously with the later of the filing of these Covenants or the filing of the Articles of Incorporation of Cimarron Woods East established pursuant to Article V hereof, Declarant shall convey Outlots F & G to the City of LaVista, Nebraska ("the Outlots").

ARTICLE I
TERM/LAND AFFECTED

This Declaration of Covenants, Conditions, Restrictions and Easements shall constitute covenants running with the land as to all lots identified in that portion of Cimarron Woods, a Subdivision in Sarpy County, platted as Lots 381 through 505, inclusive, and Outlots F & G, Cimarron Woods Subdivision. The term of these covenants shall be twenty (20) years from the date hereof and shall be automatically renewed for successive ten (10) year periods unless and until

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thereafter terminated or amended as provided in Article VII-4, with the City's consent as provided for in Article VII-6.

ARTICLE II
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for residential purposes except for the Outlots which will be conveyed or dedicated by Declarant, for common or public use or purpose.

2. No residence, building, fence, wall, driveway, patio enclosure, rock garden, swimming pool, tennis court, doghouse, stable, treehouse, antenna, satellite receiving station ("dish"), flag pole, solar heating or cooling device, tool shed, windmill, wind generating equipment, or other external Improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which received the prior approval of Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall be consistent with these Covenants and reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors (which must be earthtone colors), and location of structure proposed for such Improvement. Concurrent with submission of the Plans, owner shall notify the Declarant of the owner's mailing address.

B. Declarant shall review such Plans in relation to the type and exterior of Improvements and construction or approved for construction, on neighboring Lots and in the surrounding area and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.

D. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the value, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or

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obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

E. Upon formation of the Association as set forth in Article V below, the Declarant may delegate the design review function to the Association's Design Review Committee. Declarant shall for a period of ten (10) years retain the right to terminate any such delegation of function so long as it still is the owner of one or more Lots.

Unless earlier otherwise transferred to the Association, upon the expiration of the aforementioned ten (10) year period, Declarant's rights set forth above shall be transferred to, and administered by the Association set forth in Article V below. Upon such transfer, the Association shall succeed to all the rights of the Declarant to the extent that wherein the term Declarant is used in this Declaration the term Cimarron Woods East Association shall be substituted therefore.

ARTICLE III
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

1. Single Family Lots. Lots 381 through 505, inclusive, shall be subject to the following restrictions.

A. The Lots shall be used only for residential purposes, and no lot shall contain more than one (1) single family unit.

B. No dwelling shall be created, altered, placed or permitted to remain on any Lot other than the single family dwellings referred to above, and said dwellings shall conform to the following requirements:

i. Each one story dwelling shall contain no less than 1050 square feet of living area above the basement level and exclusive of garage area on all lots.

ii. Each one and one-half story or two story dwelling shall contain no less than 1350 square feet of total living area above the basement level with a minimum of 800 square feet on the main floor, exclusive of garage area on all lots.

iii. Each split-level or split-entry dwelling shall contain no less than 1050 square feet of living area above the basement level, exclusive of garage area, on all lots.

iv. Each tri-level dwelling shall contain no less than 1200 square feet of living area above the basement level, exclusive of garage area on all lots.

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v. All buildings on all lots shall comply with the set back requirements of the Planned Unit Development and Applicable Requirements of the City of La Vista as the same may be amended from time to time.

2. General Restrictions. All dwelling units described above shall comply with the following restrictions.

A. All dwellings shall, as a minimum, have attached, built in, or enclosed, side-by-side two car garages which must contain a minimum area of 400 square feet. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

B. For the purposes of these restrictions, living area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. To be considered ground level the exterior elevation shall not be more than forty (40) inches above the basement floor and at least two (2) walls must be at ground level.

C. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone.

D. No fence shall be constructed, or permitted to be placed in front of the front building line of the main residence erected on each lot. No chain link fences shall be allowed unless covered with black vinyl coating. All fence installations shall first be approved by the City of La Vista and a permit issued for such installation. All fencing abutting 96th Street shall be of uniform construction and pre-approved by the City of LaVista.

E. No dog runs shall be constructed unless shielded from view of neighboring lots or from any street by rear yard privacy fencing not less than six (6) feet in height.

F. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on any Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No precut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

G. No trailer, recreational vehicle, motor home, tractor or unlicensed vehicle of any type shall be permitted to be placed or parked on any portion of the properties unless in the process of loading or unloading its contents.

H. Public concrete sidewalks four feet (4') wide by four inches (4") thick shall be constructed by the then Owner of a Lot prior to the time of completion of a dwelling, or as soon as weather permits. Owners of corner lots shall construct sidewalks along each street

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side of the lot. Each dwelling unit shall have a paved driveway extending between the street and garage of not less than sixteen feet (16') in width; the driveway shall be of concrete or brick.

I. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

J. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any waste materials, and shall be maintained level and smooth enough for machine mowing. Nothing herein contained shall prohibit Declarant from utilizing lots within the properties for placement of usable building materials, equipment or earth for reasonable periods of time in anticipation of construction commencement on such properties.

K. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

L. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

M. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling. No excavation of dirt shall be spread across any Lot in such a fashion as to materially change the grade or condition of any Lot.

N. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" and "Sold" signs, not exceeding Twenty Four inches (24") by Thirty Six inches (36") in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to signs erected by the Declarant, or his agents, in the development of the Subdivision.

O. All driveways shall be constructed of concrete or brick.

P. No television antenna, or antenna of any kind or nature, except satellite dishes of eighteen (18") inches or less, shall be allowed on the Lots except that if they are inside the dwellings or otherwise completely concealed from view from all other Lots television antennas will be allowed.

Q. One non-metal, detached structure shall be allowed only pursuant to these

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Covenants and the existing building codes for the applicable governmental subdivision. Plans and approval for same shall be subject to the architectural control provisions of Article II, Paragraph 2 hereof, where applicable. Such detached structures shall be compatible with the dwelling unit in color, decor and dimension. In no event shall construction of such detached structure commence until the dwelling unit construction has passed inspection by the local governing body, unless construction is done by the builder in conjunction with the dwelling unit. In all events, construction of such detached structure shall be completed within sixty (60) days of commencement.

ARTICLE IV
EASEMENTS

A perpetual license and easement is hereby granted to the Omaha Public Power District, Qwest Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five foot (5') wide strip of land abutting all front and side boundary lot lines, and an eight foot (8') wide strip of land abutting the rear boundary lines of all lots. A perpetual easement is hereby granted to the City of La Vista, Sarpy County, Nebraska, Metropolitan Utilities District and Aquila, Inc., their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five foot (5') wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. All such utility service lines from the property line to dwelling shall be underground.

ARTICLE V
HOMEOWNERS' ASSOCIATION

1. The following definitions shall apply for the purposes of this Article:

A. "Association" shall mean and refer to the Cimarron Woods East Homeowners Association, its successors and assigns, a Nebraska nonprofit corporation, herein referred to as "Homeowners' Association."

B. "Improved Lot" shall mean and refer to any Lot within Cimarron Woods East on which a dwelling has been erected and the construction thereof is substantially complete.

All other definitions contained in Article II will likewise be applicable to this Article.

2. Every owner of a lot shall be a member of the Association to be established for the purpose of maintaining Outlots F & G (including Corps of Engineers 404 Permit in respect thereto), any landscaping and entryway signage, or fencing, for the Cimarron Woods East Subdivision, mandatory duties of the Association as set forth in Article V of this Declaration, and to perform any other obligation specified herein. The Association shall include all of the lots in the Cimarron Woods East Subdivision as defined in this Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3. The Declarant, for each Lot owned within the Cimarron Woods East Subdivision, hereby covenants and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association regular annual assessments for the charges for the purposes hereinafter set forth, which assessments, together with interest, costs, and reasonable attorneys' fees shall be and constitute until paid, a continuing charge against and a lien upon such Lot or property against which each such assessment is made.

4. The assessments levied by the Association shall be used exclusively by the Association without any part of the net earnings inuring to the private benefit of its members to fulfill the responsibility of the Association as set forth in its Articles of Incorporation, Bylaws and this Declaration, including obligations arising from the Subdivision Agreement applicable to Cimarron Woods East.

5. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget for the then anticipated fiscal affairs and general operations for the Association for such fiscal year, and shall levy and collect annual assessments from each Lot, which shall be sufficient to fund the budgeted expenses for the fiscal year.

6. The regular annual assessments provide for herein shall commence as to all Lots on the first day of the month following the filing of this Declaration. The regular annual assessments provided herein as to all improved Lots shall commence the first day of the month following the month during which the dwelling was substantially completed. The first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be January 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

7. Any assessment not paid within thirty (30) days after the due date, together with all costs, shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages upon filing a Notice of Lien with the Register of Deeds of Sarpy County, Nebraska. Such Notice of Lien shall be acknowledged by Declarant or an officer of the Association and shall set forth the name(s) of the record owner(s) of the Lot, the amount of the lien and the legal description of the Lot against which the lien has attached. A copy of the Notice of Lien shall be mailed (certified mail return receipt requested) to the record owner(s) of the Lot at the Lot address.

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The amount of the lien for purposes of collection shall be the total of the unpaid dues, assessments charges, and all expenses of collection including reasonable attorneys' fees.

8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale of transfer of any Lot pursuant to a mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments relating to amounts which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Notwithstanding the extinguishment of the lien through a foreclosure of a prior mortgage or deed of trust, the owner of the Lot against which such assessment was made shall be and remain personally liable for all unpaid dues, charges and assessments accruing before such foreclosure was completed.

9. All Lots dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or Improvements devoted to dwelling use shall be exempt from said assessments.

10. The Association is a nonprofit corporation originally formed by the Declarant and its Articles of Incorporation and Bylaws, to the extent not inconsistent with this Declaration, are hereby incorporated herein by this reference. In the event of any conflict between the Articles and/or Bylaws of the corporation and this Declaration, this Declaration shall control.

ARTICLE VI
CITY RIGHT TO ENFORCE COMMON AREA OBLIGATIONS

1. As used herein "Common Facilities" or "Common Area Obligations" shall mean all of the obligations identified in this Declaration or in the Residential Subdivision Agreement between the Declarant as Developer of Cimarron Woods East, Torco Development, Inc. as Developer of Cimarron Woods West, the City of La Vista and Sanitary and Improvement District No. 237 as being Common Area Obligations of the Declarant or an obligation of the Homeowners' Association, either directly or as successor in obligation to the Declarant, in respect to the Cimarron Woods East Subdivision.

Declarant and the Homeowners' Association, as successor in obligation to the Developer, and Owners of Lots as successors in obligation in the absence of a Homeowner's Association, and each of them on behalf of themselves, their grantees, successors and assigns, do hereby covenant and agree:

To timely perform the terms of these Declarations and the Subdivision Agreement regarding construction, installation, repair, replacement, maintenance or upkeep of Outlots F & G together with other Common Area Obligations of the Developer and the Homeowners' Association (collectively "Common Area Obligations");

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2. Should there be a failure, for whatever reason, to faithfully and fully perform such obligations, then in such event, the City, at its option, and after thirty (30) days written notice to Owners of record of the Lots, may, in whole or in part, undertake to construct, install, repair, maintain or provide upkeep and/or take such other curative action, or cause such curative action to be taken for such Common Area Obligations, and may assess against the Lots the full cost thereof, including but not limited to administrative, engineering and legal expenses incurred in respect thereto and foreclose said lien if need be. City may assess the cost of such work to the Owners of record of the Lots in the proportionate shares as established in this Declaration and/or by the Association with City's approval, for the particular improvement involved, and if there be no established allocation, then in such proportion as City may determine. Such assessment shall bear interest at the rate of twelve percent (12%) and shall include all costs and reasonable attorneys fees incurred by City and shall constitute until paid a continuing charge against and a lien upon such lot or property against each such lot or property against which each such assessment is made;

3. Each Owner, for itself, its successors and assigns does hereby irrevocably promise, agree and consent to City's performing any unperformed or failed work involving the Common Area Obligations and the aforementioned Outlots, and each does hereby agree that upon City's demand, to fully reimburse the City its proportionate share of the cost of performing such work, together with interest at the above stated rate, and if enforced through legal proceedings, to reimburse City its court costs and attorneys fees incurred in such matter;

4. In addition to, and not in lieu of the foregoing, the Owners, on behalf of themselves and their grantees, successors and assigns, do hereby irrevocably consent and agree that City, at its option, may expend such funds in such amounts and from such sources as City may determine to be necessary or expedient to the prosecution of such work and/or the recovery of its costs therein incurred as authorized by this Article VI; and

5. The rights of City and the obligations of Declarant and of land owners herein provided for shall be covenants running with the land and shall survive the dissolution, termination or other cause of non-existence of the Homeowners' Association.

ARTICLE VII
GENERAL PROVISIONS

1. Section Headings. Article headings and section headings herein are intended only as a brief reference to the subject matter therein and do not identify all subjects within a particular section.

2. Enforcement. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this declaration to either prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any Owner to

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enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Covenants Running with the Land. The covenants, conditions, restrictions, easements and terms of this declaration shall run with and bind the land.

4. Amendments. This Declaration may be amended by Declarant, or any person, firm corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration. Any amendment, whether by Declarant, a designee of Declarant or by the owners, shall be subject to section 6 of this Article VII.

5. Declarant Right to Terminate Declarant's Status. Cimarron Woods East, Inc., a Nebraska corporation, or its successor or assign, may terminate its status as Declarant under this Declaration, at anytime, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

6. Amendment, Modification, Etc.; City Consent Required. Any termination, modification, suspension or waiver of enforcement of the provisions of this Declaration shall require the prior written consent of the City of LaVista.

7. Compliance with City Ordinances and Regulations. These Declarations are not in lieu of or modification of applicable City ordinances, the requirements of which ordinances are fully applicable to the lots and outlots affected by this Declaration.

8. Severability. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 21 day of August, 2004.

ATTEST:

CIMARRON WOODS EAST, INC., a Nebraska corporation
Owner of Lots 381 through 505, inclusive, and Outlots F and G, Cimarron Woods Subdivision

Secretary

By: _____
Its: President

2004-2718

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STATE OF NEBRASKA]
COUNTY OF Sarpy] SS:

On this 2nd day of August, 2004, before me, a Notary Public, duly commissioned and qualified in and for said County, appeared Melvin Sudbeck, personally known by me to be the President of Cimarron Woods East, Inc., and Lorna Sudbeck, personally known by me to be the Secretary of said corporation, and the identical persons whose names are affixed to the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

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

Janice L. Meyer
Notary Public

GENERAL NOTARY-State of Nebraska
JANICE L. MEYER
My Comm. Exp. Oct. 6, 2004

After recording please return to:

Robert F. Peterson
Laughlin, Peterson & Lang
11718 Nicholas Street, #101
Omaha, Nebraska 68154
402-330-1900

#2002.153.002

PLANNING & ZONING APPLICATION

CITY OF LA VISTA

8116 PARK VIEW BLVD., LA VISTA, NE 68128

402-331-4343

Check Application/s Submitted:

( ) Comprehensive Plan Amendment	( ) Administrative Plat	( ) Preliminary P. U. D.
( ) Rezoning	( ) Preliminary Plat*	(X) Final P.U.D.
( ) Zoning/Subdivision Amendment	( ) Revised Preliminary Plat	( ) Building Design Review
( ) Conditional Use Permit	(X) Final Plat	( ) Site Plan Review
( ) Conditional Use Permit Amendment	( ) Replat or Small Tract Sub.	( ) Other: _____
( ) Tower Development Permit	( ) Vacation of Plat	_____

*A pre-application meeting is required prior to submittal.

A. General Information

1. APPLICANT

Name: PEDCOR INVESTMENTS, LLC Contact: MIKE SMITH

Address: ONE PEDCOR SQUARE 770 3RD AVE. SW

City/State/Zip: CAREL, IN. 46032

Phone/Fax: 1-317-705-7924 / 1-317-587-0340

2. PROPERTY OWNER (If not the same as applicant above):

Name: TORCO DEVELOPMENT, INC. Contact: _____

Address: 11205 S. 150TH STREET, STE 100

City/State/Zip: OMAHA, NE 68138

Phone/Fax: 592-3277 / 592-5381

3. ENGINEER/SURVEYOR OR ARCHITECT:

Name: E&A CONSULTING GROUP, INC. Contact: MARK WESTERGARD

Address: 330 N. 117TH STREET

City/State/Zip: OMAHA, NE 68154

Phone/Fax: 402-895-4700 / 402-895-3599

4. PRIMARY PROJECT CONTACT (applicant, representative, or other):

Name: E&A CONSULTING GROUP, INC. Contact: MARK WESTERGARD

Address: 330 N. 117TH STREET

City/State/Zip: OMAHA, NE 68154

Phone/Fax: 402-895-4700 / 402-895-3599

- If more than one property owner or developer is involved, please attach additional names and addresses to this application.
- The contact person will receive all staff correspondence.

Twelve additional, pre-folded (8.5 x 11) copies of each site plan/plat is required with your submittal.

Please note that your application will not be accepted or there may be a delay in processing by the Community Development Department if any of the required information or materials are missing or improperly presented. In order to ensure that a complete application is provided and to avoid unnecessary delays in processing, please remember to submit the appropriate submittal requirements, i.e., signed application, fees, exhibits and/or site plans, special studies if applicable and signed checklist. If you have any questions regarding this application or required materials, please contact the Community Development Department at (402) 331-4343 between 8:00 a.m. and 4:30 p.m., Monday through Thursday, and on Friday, 8:00 a.m. to Noon.

5. Certification:

An application may be filed only by the owner(s) of the property or by a person with the power of attorney from the owner authorizing the application, or by the attorney-at-law representing the owner.

Indicate your authority.

_X_ I (We) (am) (are) the sole owner(s) of the property.

_____ I have the power of attorney from the property owner(s) authorizing the application and a copy of the authorization is attached.

_____ I am the attorney at law representing the owner(s) and a copy of the authorization is attached.

Signature	Print Name	Address
[signature]	GERALD L TORCZON	TORCO DEVELOPMENT, INC. 11205 S. 150th ST. STE. 100 OMAHA, NE. 68138
Signature	Print Name	Address
Signature	Print Name	Address

NOTE: ALL APPLICATIONS MUST HAVE THE CURRENT PROPERTY OWNER'S SIGNATURE(S), OR THE PERSON WITH THE PROPER POWER OF ATTORNEY SIGNATURE, NOTRAIZED BY A CERTIFIED NOTARY PUBLIC (ATTACH IF NECESSARY)

6. Affiliated Application:

An applicant may wish to increase the property considered under this application to include surrounding owners. By signing below, an adjoining property owner can state their intent to be party to this application (attach additional sheet if necessary). A legal description must also be attached for each property owner.

Signature	Print Name	Address
Signature	Print Name	Address

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF SARPY

On this 27TH day of MAY, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Gerald L. Torczon, President of Torco Development, Inc., who is the identical person whose name is affixed to the Planning and Zoning application, and acknowledged the execution thereof to be his voluntary act and deed as said officer of said entity.

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

GENERAL NOTARY-State of Nebraska
HOMER R. HUNT
My Comm. Exp. April 30, 2011

Homer R. Hunt
Notary Public

B. **Project Information:**

1. Subdivision Name: CIMARRON WOODS REPLAT TWO
2. Project Location: ____1/4 ____1/4 Section 16, T14, R12, Sarpy County, Nebraska
   General Location: 96TH & HARRISON STREET
3. Project/Property Address (if known): ____
4. Area: 25.938 (acres)
5. Future Land Use Designation (Comprehensive Plan): HIGH DENSITY RESIDENTIAL
6. Proposed Land Use Designation (if applicable): HIGH DENSITY RESIDENTIAL
7. Existing Zoning Designation: (attach additional sheet if necessary)

Zoning	Acres	Lots	Units	Density
R-3 (PUD) -1	25.938	LOT 380	N.A.	N.A.
Total	25.938	1		

8. Proposed Zoning Designation: (attach additional sheet if necessary)

Zoning	Acres	Lots	Units	Density
R-3 (PUD) -1	25.938	1 & 2	276	10.64
Total	25.938	2	276	10.64

9. Present Use of the Land: VACANT
10. Proposed Request: HIGH DENSITY RESIDENTIAL
11. If commercial/industrial/office or multi-family residential:
    a. Number & Type of units/buildings: 14 BUILDINGS, (276 UNITS), 1 CLUBHOUSE
    b. Total building coverage (footprint): 161, 770 = 14.3% square feet.
    c. Total Open Space: 664,823 = 58.8% square feet.
    d. Total paved impervious area: 303,266 square feet
    e. Total building floor area: 353,060 gross square feet.
    f. Total number of parking spaces: Provided 585 Covered 168 Uncovered 417
    g. Total number of persons employed or intended to be regularly employed on the site during the maximum working shift N.A.

AVERAGE 33'-5 1/8" TO 33'-7 7/8"

12. Building Height: _____ feet 3 stories.

13. If single family residential:

    a. Number of units/lots: _____

    b. Minimum lot frontage as measured at building setback line: _____

    c. Minimum lot size: _____ square feet

    d. Average lot size: _____ square feet

14. Attach Legal Description of Property and Surveyor's Certificate.

15. Attach list of Property Owners located with 300 feet of proposed project. (Must be prepared by a title company and in label-ready format).

16. Attach site plan and/or other documents that illustrate this request.

17. Include appropriate application fee.

18. For public hearing presentation, overhead transparencies or other approved form of projected illustrations identical to any display boards being used are required.

For Office Use Only

Project Case Number _____

Planning Commission _____

Published _____

Action: _____

Date Complete Application Received _____

City Council _____

Published: _____

Action: _____

Check Number/Amount _____

Posted on Property: _____

Notice to School District: _____

Other Comment(s): _____

_____

_____

_____

UTILITIES & IMPROVEMENTS

(Must be Submitted when Public Improvements are Proposed and/or Required)

		Proposed		FINANCING %			
				Private	S.I.D.		
	Existing	Quantity	Cost		Special	G.O.	Reimbursables
Sanitary Sewer							
Storm Sewer							
Paving							
Major							
Collector							
Minor							
Sidewalks							
Parks & Open Space							
Recreation Facilities							
Water							
Gas							
Electricity							
Other							
TOTALS							

Electricity: Above Ground _____ Below Ground _____

Anticipated Total Taxable Valuation: Land _____ Improvements _____

Covenants: _____ Filed: _____ Debt Ratio _____

**Attach Itemized Estimate

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

NOIE: THIS IS A DRAFT FORM OF AGREEMENT FOR USE IN THE CITY OF LA VISTA JURISDICTION UNTIL SUCH TIME AS THE PCWP ADOPTS A STANDARD DOCUMENT. THIS DRAFT PREPARED MARCH 2009..

WHEREAS, The Property Owner recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called (insert name of project or address if no project name) located in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of real property depicted on Exhibit "A" (hereinafter referred to as "the Property"), and,

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

WHEREAS, a Post Construction Stormwater Management Plan is required by Chaper 154 of the Municipal Code of the City of La Vista, and,

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

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

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of Omaha or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "B", which have been reviewed and accepted by the City designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The facility or facilities shall be inspected by a qualified professional at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained for a 3-year period and shall be available for review by the City.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the

facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City or its designee.

4. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry.
5. The Property Owner its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within time frame allowed in Section 154.21 of the Municipal Code of the City of La Vista, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. The City or its designee shall then recover from the Property Owner any and all costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies. Failure to pay the City or its designee all of its expended costs, after sixty (60) days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, administrative costs, and attorney fees shall be added to the recovery.
6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.
8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
9. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners association and any other successors in interest.

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

INDIVIDUAL and/or PARTNERSHIP

Signature

Printed Name & Tile

Company

Phone No. / Fax No.

Address

Town / State / Zip

Email Address

Signature

Printed Name & Tile

Company

Phone No. / Fax No.

Address

Town / State / Zip

Email Address

Signature

Printed Name & Tile

Company

Phone No. / Fax No.

Address

Town / State / Zip

Email Address

Signature

Printed Name & Tile

Company

Phone No. / Fax No.

Address

Town / State / Zip

Email Address

ACKNOWLEDGMENT

_____)
State

_____)
County

On this _____ day of _____, 20_____ before me, a Notary Public, in and for said County, personally came the above named: _____ who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

_____
Notary Public

_____
Notary Seal

Exhibit "A"

Insert Real Property Depiction

Exhibit "B"

Insert BMP Maintenance Requirements

EXHIBIT B1

BMP Maintenance Plan
(insert address of project)
(insert name of project-if any)

I. General BMP Information

BMP ID Name	BMP Location
(Insert BMP Name & ID #)	(insert Lat.and Long. Coordinates)

II. BMP Site Location Map (attached)

III. Routine Maintenance Tasks and Schedule for typical BMPs

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

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

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

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

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

Infiltration Trench Maintenance Tasks and Schedule	
Task	**Schedule**
Remove trash and debris	Monthly
Check observation well for standing water	Monthly
Remove unwanted vegetation	Monthly
Maintain stone or mulch top surface	Annually
Remove sediment deposits and reseed	As necessary

Grassed Swale/Channel Maintenance Tasks and Schedule	
Task	**Schedule**
Trash/debris removal	Monthly
Mowing	Monthly-maintain 2-6 inches in height
Inspect for erosion and vegetative failure	Monthly, reseed as necessary
Inspect check dams and diversion devices	Monthly
Remove accumulated sediment	Semi-Annually
Repair any damaged or displaced riprap	As needed

Filter Strip Maintenance Tasks and Schedule	
Task	**Schedule**
Remove debris and trash	Monthly
Stabilization of eroded areas	Monthly
Mowing	Monthly-maintain 2-6 inches in height
Check outlet pipes (if present) for clogging	Monthly
Repair flow dispersion device to avoid formation of channels	Monthly
Remove sediment	Semi-Annually
Reseed	Annually

Greenroof/Roof Runoff Management Maintenance Tasks and Schedule	
Task	**Schedule**
Remove debris and trash	Monthly
Weed trees and invasive species	Monthly
Remove debris and litter from the rooftop drainage system	Monthly
Irrigate and fertilize	As necessary
Replace dying/diseased plants	As necessary

Level Spreader Maintenance Tasks and Schedule	
Task	**Schedule**
Remove trash and debris	Monthly
Inspect for any undercutting	Monthly
Inspect for any settlement	Monthly
Replace eroded riprap or stone	Monthly
Mowing	Monthly-maintain 2-6 inches in height
Inspect for erosion and channeling	Monthly
Remove sediment from forebay	Annually
Remove large stemmed vegetation	Annually
Repair all concentrated flows	As needed

Permeable Pavement Maintenance Tasks and Schedule	
Task	**Schedule**
Remove sediment from pavement surface	Monthly
Clean pavement of oil and grease	Monthly
Spray weeds and moss with herbicides	Monthly-during growing season
Vacuum sweep surface	Annually
Replace gravel	Annually
Inspect for deterioration	Annually
Verify surface dewaters after storms	Annually

IV. The Property Owner shall perform maintenance and inspection in accordance with the above table. A written report of all maintenance and inspections shall be prepared annually and kept on file by the Owner for a period covering the last 3 years at all times. The first report shall be prepared within one year of receiving the Certificate of Occupancy. Upon request of the City, the Owner shall provide copies of the annual maintenance inspection reports within three (3) business days.

ITEM D

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2010 AGENDA

Subject:	Type:	Submitted By:
ZONING TEXT AMENDMENTS — RESIDENTIAL ZONING DISTRICTS & DEFINITIONS	RESOLUTION ◆ ORDINANCE (2) RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

The ordinance to approve amendments to Sections 5.06, 5.07, 5.08 and 5.09 of the Zoning Ordinance was tabled pending additional information regarding the definitions of the types of senior housing. Those definitions were reviewed and approved by the Planning Commission. A public hearing has been scheduled and ordinances have been prepared to amend the definitions and the residential districts regarding senior housing types.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

At the August 18, 2009, Council meeting, amendments to Sections 5.06, 5.07, 5.08 and 5.09 of the Zoning Ordinance regarding the R-1, R-2, R-3 and R-4 Districts were tabled pending discussion of the proposed definitions for senior housing types. At the September 1, 2009, Council meeting staff presented the proposed definitions. The amendments were tabled pending review and approval of the definitions by the Planning Commission.

The proposed amendments to the residential zoning districts were initiated primarily for the purpose of replacing out of date terminology for types of senior housing. Additionally, changes were made to list "group care homes" as a permitted use, and general revisions for clarity and consistency with other parts of the code.

The proposed definitions for some of the senior housing types are as follows (a definition for congregate housing already exists in the code):

Assisted Living Facilities

- A type of long-term care facility for elderly or disabled people needing assistance with daily activities such as eating, bathing, dressing, laundry, housekeeping, and medicating. These facilities typically have a central cafeteria and nursing staff on call.

Nursing Care and Rehabilitation Facilities

- A type of long-term care facility for persons with chronic illness or disability, particularly older people who have mobility and eating problems. These facilities are licensed by the State of Nebraska and offer 24-hour room and board and health care services, including basic and skilled nursing care, rehabilitation, and a full range of other therapies, treatments, and programs.

Continuing Care Retirement Community

- Continuing Care Retirement Communities offer service and housing packages that allow access to senior independent living, assisted living, and nursing care facilities. Seniors who are independent may live in a single-family home, apartment or condominium within the Continuing Care Retirement Community. When members of the community begin to need help with activities of daily living (e.g., bathing, dressing, eating, etc.), they may be transferred to an assisted living or nursing care facility on the same site.

Attached is a red-lined copy of each page of the Zoning Ordinance with the proposed amendments.

The Planning Commission held a public hearing on July 16, 2009, and recommended approval of the changes to the residential districts, and on February 18, 2010, the Planning Commission held a public hearing and recommended approval of the definitions.

I:\Administration\BRENDA\COUNCIL\09 Memos\Zoning Text Amend. - R-1, R-2, R-3 & R-4 & Def.doc

ORDINANCE NO. _____

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

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

SECTION 1. Amendment of Section 2.02. Section 2.02 of Ordinance No. 848 is hereby amended to include the following definitions:

ASSITED LIVING FACILITIES shall mean a type of long-term care facility for elderly or disabled people needing assistance with daily activities such as eating, bathing, dressing, laundry, housekeeping, and medicating. These facilities typically have a central cafeteria and nursing staff on call.

NURSING CARE AND REHABILITATION FACILITIES shall mean type of long-term care facility for persons with chronic illness or disability, particularly older people who have mobility and eating problems. These facilities are licensed by the State of Nebraska and offer 24-hour room and board and health care services, including basic and skilled nursing care, rehabilitation, and a full range of other therapies, treatments, and programs.

CONTINUING CARE RETIREMENT COMMUNITY shall mean a type of housing that offers service and housing packages that allow access to senior independent living, assisted living, and nursing care facilities. Seniors who are independent may live in a single-family home, apartment or condominium within the Continuing Care Retirement Community. When members of the community begin to need help with activities of daily living (e.g., bathing, dressing, eating, etc.), they may be transferred to an assisted living or nursing care facility on the same site.

SECTION 2. Repeal of Section 2.02 as Previously Enacted. Section 2.02 of Ordinance No. 848 as previously enacted is hereby repealed.

SECTION 3. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 4. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

SECTION 5. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 5.06, 5.07, 5.08, AND 5.09 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTIONS 5.06, 5.07, 5.08, AND 5.09 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Amendment of Sections 5.06, 5.07, 5.08 and 5.09. Sections 5.06, 5.07, 5.08, and 5.09 of Ordinance No. 848 are hereby amended to read as follows:

Section 5.06 R-1 Single-Family Residential.

5.06.01 Intent: The Single-Family Residential District is intended to permit low to medium-density residential developments to accommodate residential and compatible uses.

5.06.02 Permitted Uses:

5.06.02.01 Single family dwellings
5.06.02.02 Public and private schools
5.06.02.03 Public Services
5.06.02.04 Publicly owned and operated facilities
5.06.02.05 *Child Care Home, as per Section 7.10* ***(Ordinance No. 880, 11-19-02)***
5.06.02.06 *Group Care Home*

5.06.03 Permitted Conditional Uses:

5.06.03.01 Public and private recreation areas as, country clubs, golf courses, lakes, common areas and swimming pools
5.06.03.02 Nursing *care and rehabilitation facilities, or assisted living facilities*
5.06.03.03 Churches, temples, seminaries, convents, including residences for teachers and pastors
5.06.03.04 Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, storage, equipment buildings, garages, towers, or similar public service uses
5.06.03.05 Home Occupations, as per Section 7.10
5.06.03.06 Child Care Center

5.06.04 Permitted Accessory Uses:

5.06.04.01 Buildings and uses customarily incidental to the permitted uses.
5.06.04.02 Decks, elevated patios either attached or detached.
5.06.04.03 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
5.06.04.04 Parking for permitted uses as per Section 7.05 through 7.09.
5.06.04.05 Signs allowed in Section 7.01 through 7.04.
5.06.04.06 Temporary buildings incidental to construction work where such building or structures are removed upon completion of work.
5.06.04.07 Landscaping as required by Section 7.17.

5.06.05 Height and Lot Requirements:

5.06.05.01 The height and minimum lot requirements shall be as follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. *Building* Coverage
Single-family Dwelling (existing development[4])[2]	5,000	60'	30'	5'	30'	35'	35%
Single-family Dwelling (future development[3])[2]	7,000	70'	30'	10'	30'	35'	40%
Other Permitted Uses	*8,000*	*75'*	*25'*	*25'*	*25'*	*35'*	25%
Other Conditional Uses	8,000	75'	25'	25'	25'	45'	25%
Accessory Buildings	-	-	50'	5'	5'	17'	10%[1]

[1] Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and *accessory* structure does not exceed *50%*

[2] On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

[3] Future development shall be defined as all new subdivisions created after *the adoption of Ordinance No. 848 on November 20, 2001.*

[4] Existing development shall be defined as existing prior to the adoption of this regulation and shall not include any replatting or lot splits done after the date of original adoption.

Section 5.07 R-2 Two-Family Residential

5.07.01 Intent: The purpose of this district is to permit single-family density residential with an increase of density to include duplexes and similar residential development in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

5.07.02 Permitted Uses:

5.07.02.01 Single family detached dwellings
5.07.02.02 Single family attached
5.07.02.03 Two-family, duplex, dwellings
5.07.02.04 Public and private schools
5.07.02.05 Publicly owned and operated facilities
5.07.02.06 Public Services
5.07.02.07 *Child Care Home, as per Section 7.10* ***(Ordinance No. 880, 11-19-02)***
5.07.02.08 *Group Care Home*

5.07.03 Permitted Conditional Uses:

5.07.03.01 Bed and Breakfasts.
1. Guest rooms shall be within the principal residential building only and not within an accessory building.
2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.

5.07.03.02 Churches, temples, seminaries, and convents including residences for teachers and pastors.
5.07.03.03 Nursing *care and rehabilitation facilities, or assisted living facilities*
5.07.03.04 Public utility substations, distribution centers, regulator stations, pumping *stations*, storage, equipment buildings, garages, towers, or similar uses.
5.07.03.05 Home Occupations as per Section 7.10.
5.07.03.06 Child Care Center.

5.07.04 Permitted Accessory Uses:

5.07.04.01 Buildings and uses customarily incidental to the permitted uses.
5.07.04.02 Decks, elevated patios either attached or detached.
5.07.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
5.07.04.04 Signs as provided for in Section 7.01 through 7.04.
5.07.04.05 Parking as provided for in Section 7.05 through 7.09.
5.07.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
5.07.04.07 Landscaping as required by Section 7.17.

5.07.05 Height and Lot Requirements:

5.07.05.01 The height and minimum lot requirements shall be follows:

	Lot Area (SF)	**Lot Width**	**Front Yard**	**Side Yard[3]**	**Rear Yard**	**Max. Height**	**Max. *Building* Coverage**
Single-family Dwelling (existing development[5])[2]	*5,000*	*50'*	*30'*	*5'*	*30'*	*35'*	*35%*
Single-family Dwelling *(future development[4])[2]*	7,000	70'	30'	10'	30'	35'	40%
Two-family Dwelling[2]	10,000	100'	30'	10'	30'	35'	40%
Single-family attached	4,500	50' per	30'	10'	30'	35'	40%

	per unit	unit					
Other Permitted Uses	*8,000*	75'	30'	10'	30'	35'	30%
Other Conditional Uses	8,000	75'	30'	10'	30'	45'	30%
Accessory Buildings	-	-	50'	*5'*	*5'*	17'	10%[1]

[1] Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and *accessory* structure does not exceed 50%

[2] On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

[3] The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.

[4] *Future development shall be defined as all new subdivisions created after the adoption of Ordinance No. 848 on November 20, 2001.*

[5] *Existing development shall be defined as existing prior to the adoption of Ordinance No. 848 and shall not include any replatting or lot splits done after the adoption of Ordinance No. 848 on November 20, 2001.*

(Ordinance No. 895, 2-04-03) (Ordinance No. 968, 11-15-05)

Section 5.08 R-3 High Density Residential

5.08.01 Intent: The purpose of this district is to permit high density residential in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

5.08.02 Permitted Uses:

5.08.02.01 Townhouses and Condominiums
5.08.02.02 Public and private schools
5.08.02.03 Publicly owned and operated facilities
5.08.02.04 Public Services
5.08.02.05 *Child Care Home, as per Section 7.10* ***(Ordinance No. 880, 11-19-02)***
5.08.02.06 Group Care Home

5.08.03 Permitted Conditional Uses:

5.08.03.01 Multiple family dwellings
5.08.03.02 Bed and Breakfast
1. Guest rooms shall be within the principal residential building only and not within an accessory building.
2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.

5.08.03.03 Public utility substations, distribution centers, regulator stations, pumping *stations*, storage, equipment buildings, garages, towers, or similar uses.
5.08.03.04 Home Occupations, as per Section 7.10.
5.08.03.05 Child Care Center
5.08.03.06 Charitable clubs and organizations
5.08.03.07 Nursing *care and rehabilitation facilities, and assisted living facilities*
5.08.03.08 Congregate housing, senior apartments (age restricted to 55+ years old), or continuing care retirement community

5.08.04 Permitted Accessory Uses:

5.08.04.01 Buildings and uses customarily incidental to the permitted uses.
5.08.04.02 Decks, elevated patios either attached or detached.
5.08.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
5.08.04.04 Signs as provided for in Section 7.01 through 7.04.
5.08.04.05 Parking as provided for in Section 7.05 through 7.09.
5.08.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
5.08.04.07 Landscaping as required by Section 7.17.

5.08.05 Height and Lot Requirements:

5.08.05.01 The height and minimum lot requirements shall be follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. *Building* Coverage
Townhouses/Condominiums[4]	2,500 per unit	25' per unit	30'	10'[5]	30'	35'	40%
Multi-family Dwelling[3]	2,250 per unit	100'	30'	([1])	30'	45'[1]	40%
Other Permitted Uses	*8,500*	*75'*	*30'*	*10'*	*30'*	*35'*	*30%*
Other Conditional Uses	8,500	75'	30'	10'	30'	45'	30%
Accessory Buildings	-	-	50'	5'	5'	17'	10%[2]

[1] For Multi-Family units the side yard shall be 10 feet if it is a 3-story structure, and 5 feet additional side yard on each side shall be provided for each story in excess of 3 stories.

[2] Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and *accessory* structure does not exceed 50%

[3] On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

[4] This applies to Condominiums and Townhouses where there are three (3) more units connected and where there is a minimum of two (2) common walls; otherwise the criteria for single-family attached or two-family dwelling shall apply depending upon the appropriate condition.

[5] Where there are three (3) or more units connected the side yard at the ends shall meet this criteria otherwise the side yard setback shall zero (0) at common walls.

Section 5.09 R-4 Condominium Residential

5.09.01 Intent: The purpose of this district is to permit high density residential, including condominium dwellings, in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

5.09.02 Permitted Uses:

5.09.02.01 Townhouses and Condominium dwellings
5.09.02.02 Public and private schools
5.09.02.03 Publicly owned and operated facilities
5.09.02.04 *Child Care Home, as per Section 7.10* ***(Ordinance No. 880, 11-19-02)***

5.09.03 Permitted Conditional Uses:

5.09.03.01 Multiple family dwellings
5.09.03.02 Bed and Breakfast
1. Guest rooms shall be within the principal residential building only and not within an accessory building.
2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.

5.09.03.03 Churches, temples, seminaries, and convents including residences for teachers and pastors
5.09.03.04 Public utility substations, distribution centers, regulator stations, pumping *stations*, storage, equipment buildings, garages, towers, or similar uses
5.09.03.05 Home Occupations, as per Section 7.10
5.09.03.06 Child Care Center
5.09.03.07 Charitable clubs and organizations
5.09.03.08 Nursing *care and rehabilitation facilities, and assisted living facilities*

5.09.04 Permitted Accessory Uses:

5.09.04.01 Buildings and uses customarily incidental to the permitted uses.
5.09.04.02 Decks, elevated patios either attached or detached.
5.09.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
5.09.04.04 Signs as provided for in Section 7.01 through 7.04.
5.09.04.05 Parking as provided for in Section 7.05 through 7.09.

5.09.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.

5.09.04.07 Landscaping as required by Section 7.17.

5.09.05 Height and Lot Requirements:

5.09.05.01 The height and minimum lot requirements shall be follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. *Building* Coverage
Townhouses/Condominiums[4]	2,500 per unit	25' per unit	30'	10'[5]	30'	35'	40%
Multi-family Dwelling[3]	*2,250* per unit	100'	30'	([1])	30'	45'[1]	40%
Other Permitted Uses	*8,500*	*75'*	*30'*	*10'*	*30'*	*35'*	*30%*
Other Conditional Uses	8,500	75'	30'	10'	30'	45'	30%
Accessory Buildings	-	-	50'	8'	10'	17'	10%[2]

[1] For Multi-Family units the side yard shall be 10 feet if it is a 3-story structure, and 5 feet additional side yard on each side shall be provided for each story in excess of 3 stories.

[2] Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and *accessory* structure does not exceed 50%

[3] On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

[4] This applies to Condominiums and Townhouses where there are three (3) or more units connected and where there is a minimum of two (2) common walls; otherwise the criteria for single-family attached or two-family dwelling shall apply depending upon the appropriate condition.

[5] Where there are three (3) or more units connected the side yard at the ends shall meet these criteria otherwise the side yard setback shall zero (0) at common walls.

SECTION 2. Repeal of Sections 5.06, 5.07, 5.08 and 5.09 of Ordinance No. 848 as previously enacted are hereby repealed.

SECTION 3. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 4. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

SECTION 5. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

Definitions for senior living to be inserted in Article 2, Section 2.02, of the Zoning Ordinance:

ASSITED LIVING FACILITIES shall mean a type of long-term care facility for elderly or disabled people needing assistance with daily activities such as eating, bathing, dressing, laundry, housekeeping, and medicating. These facilities typically have a central cafeteria and nursing staff on call.

NURSING CARE AND REHABILITATION FACILITIES shall mean type of long-term care facility for persons with chronic illness or disability, particularly older people who have mobility and eating problems. These facilities are licensed by the State of Nebraska and offer 24-hour room and board and health care services, including basic and skilled nursing care, rehabilitation, and a full range of other therapies, treatments, and programs.

CONTINUING CARE RETIREMENT COMMUNITY shall mean a type of housing that offers service and housing packages that allow access to senior independent living, assisted living, and nursing care facilities. Seniors who are independent may live in a single-family home, apartment or condominium within the Continuing Care Retirement Community. When members of the community begin to need help with activities of daily living (e.g., bathing, dressing, eating, etc.), they may be transferred to an assisted living or nursing care facility on the same site.

Section 5.06 R-1 Single-Family Residential.

5.06.01 Intent: The Single-Family Residential District is intended to permit low to medium-density residential developments to accommodate residential and compatible uses.

5.06.02 Permitted Uses:

5.06.02.01 Single family dwellings.
5.06.02.02 Public and private schools.
5.06.02.03 Public Services.
5.06.02.04 Publicly owned and operated facilities.
5.06.02.05 *Child Care Home, as per Section 7.10.* ***(Ordinance No. 880, 11-19-02)***
5.06.02.06 Group Care Home

5.06.03 Permitted Conditional Uses:

5.06.03.01 Public and private recreation areas as, country clubs, golf courses, lakes, common areas and swimming pools.
5.06.03.02 ~~Hospitals, sanitariums, rest homes,~~ nursing ***care and rehabilitation facilities, or assisted living facilities*** ~~homes, elderly or retirement housing, convalescent homes, or other similar institutions, philanthropic institutions.~~
5.06.03.03 Churches, temples, seminaries, convents, including residences for teachers and pastors.
5.06.03.04 Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, ~~treatment facilities~~, storage, equipment buildings, garages, towers, or similar public service uses.
5.06.03.05 Home Occupations, as per Section 7.10.
5.06.03.06 Child Care Center.

5.06.04 Permitted Accessory Uses:

~~The following accessory uses are permitted in the R-1 Single-Family Residential District:~~

5.06.04.01 Buildings and uses customarily incidental to the permitted uses.
5.06.04.02 Decks, elevated patios either attached or detached.
5.06.04.03 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
5.06.04.04 Parking for permitted uses as per Section 7.05 through 7.09.
5.06.04.05 Signs allowed in Section 7.01 through 7.04.
5.06.04.06 Temporary buildings incidental to construction work where such building or structures are removed upon completion of work.
5.06.04.07 Landscaping as required by Section 7.17.

5.06.05 Height and Lot Requirements:

5.06.05.01 The height and minimum lot requirements shall be as follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. ~~Lot~~ Building Coverage
Single-family Dwelling (existing development[4])[2]	5,000	60'	30'	5'	30'	35'	35%
Single-family Dwelling (future development[3])[2]	7,000	70'	30'	10'	30'	35'	40%
Other Permitted Uses	8,000	75'	25'	25'	25'	35'	25%
Other ~~Permitted and~~ Conditional Uses	8,000	75'	25'	25'	25'	45'	25%
Accessory Buildings	-	-	50'	5'	5'	17'	10%[1]

[1] Provide*d* total area of accessory structure*s* for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and ~~attached~~ **accessory** structure does not exceed ~~45~~ **50**%

[2] On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

[3] Future development shall be defined as all new subdivisions created after ~~the date of passage of this *Ordinance*~~ ***the adoption of Ordinance No. 848 on November 20, 2001.***

[4] Existing development shall be defined as existing prior to the adoption of this regulation and shall not include any replatting or lot splits done after the date of original adoption.

Section 5.07 R-2 Two-Family Residential

5.07.01 Intent: The purpose of this district is to permit single-family density residential with an increase of density to include duplexes and similar residential development in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

5.07.02 Permitted Uses:

5.07.02.01 Single family detached dwellings.
5.07.02.02 Single family attached.
5.07.02.03 Two-family, duplex, dwellings.
5.07.02.04 Public and private schools.
5.07.02.05 Publicly owned and operated facilities.
5.07.02.06 Public Services.
5.07.02.07 *Child Care Home, as per Section 7.10.* ***(Ordinance No. 880, 11-19-02)***
5.08.02.01 ***Group Care Home***

5.07.03 Permitted Conditional Uses:

5.07.03.01 Bed and Breakfasts.
1. Guest rooms shall be within the principal residential building only and not within an accessory building.
2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.

5.07.03.02 Churches, temples, seminaries, and convents including residences for teachers and pastors.
5.07.03.03 ~~Hospitals, sanitariums, rest homes,~~ nursing ***care and rehabilitation facilities, or assisted living facilities*** ~~homes, elderly or retirement housing, convalescent homes, or other similar institutions, philanthropic institutions.~~
5.07.03.04 Public utility substations, distribution centers, regulator stations, pumping ***stations***, ~~treatment facilities~~, storage, equipment buildings, garages, towers, or similar uses.
5.07.03.05 Home Occupations as per Section 7.10.
5.07.03.06 Child Care Center.

5.07.04 Permitted Accessory Uses:

5.07.04.01 Buildings and uses customarily incidental to the permitted uses.
5.07.04.02 Decks, elevated patios either attached or detached.
5.07.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
5.07.04.04 Signs as provided for in Section 7.01 through 7.04.
5.07.04.05 Parking as provided for in Section 7.05 through 7.09.
5.07.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
5.07.04.07 Landscaping as required by Section 7.17.

5.07.05 Height and Lot Requirements:

5.07.05.01 The height and minimum lot requirements shall be follows:

	Lot Area (SF)	**Lot Width**	**Front Yard**	**Side Yard[3]**	**Rear Yard**	**Max. Height**	**Max. ~~Lot~~ Building Coverage**
Single-family Dwelling (existing development[5])[2]	*5,000*	*50'*	*30'*	*5'*	*30'*	*35'*	*35%*
Single-family Dwelling *(future development[4])*[2]	7,000	70'	30'	10'	30'	35'	40%
Two-family Dwelling[2]	10,000	100'	30'	10'	30'	35'	40%
Single-family attached	4,500 per unit	50' per unit	30'	10'	30'	35'	40%

Other Permitted Uses	8,000	75'	30'	10'	30'	35'	30%
Other ~~Permitted and~~ Conditional Uses	8,000	75'	30'	10'	30'	45'	30%
Accessory Buildings	-	-	50'	5'	5'	17'	10%[1]

[1] Provide*d* total area of accessory structure*s* for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and accessory structure does not exceed 50%

[2] On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

[3] The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.

[4] *Future development shall be defined as all new subdivisions created after the adoption of Ordinance No. 848 on November 20, 2001.*

[5] *Existing development shall be defined as existing prior to the adoption of Ordinance No. 848 and shall not include any replatting or lot splits done after the adoption of Ordinance No. 848 on November 20, 2001.*

(Ordinance No. 895, 2-04-03) (Ordinance No. 968, 11-15-05)

Section 5.08 R-3 High Density Residential

5.08.01 Intent: The purpose of this district is to permit high density residential~~, including single-family dwellings, two-family dwellings, and multi-family dwelling development~~ in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

5.08.02 Permitted Uses:

~~5.08.02.02 Single family detached dwellings.~~
~~5.08.02.03 Two-family, duplex, dwellings.~~
~~5.08.02.04 Single family attached dwellings.~~
5.08.02.05 Townhouses and Condominiums.
5.08.02.06 Public and private schools.
5.08.02.07 Publicly owned and operated facilities.
5.08.02.08 Public Services.
5.08.02.09 *Child Care Home, as per Section 7.10.* ***(Ordinance No. 880, 11-19-02)***
5.08.02.10 Group Care Home

5.08.03 Permitted Conditional Uses:

5.08.03.01 Multiple family dwellings.
5.08.03.02 Bed and Breakfast.
1. Guest rooms shall be within the principal residential building only and not within an accessory building.
2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.

5.08.03.03 Public utility substations, distribution centers, regulator stations, pumping ***stations***, ~~treatment facilities~~, storage, equipment buildings, garages, towers, or similar uses.
5.08.03.04 Home Occupations, as per Section 7.10.
5.08.03.05 Child Care Center.
5.08.03.06 Charitable clubs and organizations.
5.08.03.07 ~~Hospitals, sanitariums, rest homes,~~ nursing ***care and rehabilitation facilities, and assisted living facilities*** ~~homes~~, ~~convalescent homes~~, ~~or other similar institutions, philanthropic institutions.~~
5.08.03.08 Congregate housing, senior apartments (age restricted to 55+ years old), or continuing care retirement community.

5.08.04 Permitted Accessory Uses:

5.08.04.01 Buildings and uses customarily incidental to the permitted uses.
5.08.04.02 Decks, elevated patios either attached or detached.
5.08.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.

5.08.04.04 Signs as provided for in Section 7.01 through 7.04.
5.08.04.05 Parking as provided for in Section 7.05 through 7.09.
5.08.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
5.08.04.07 Landscaping as required by Section 7.17.

5.08.05 Height and Lot Requirements:

5.08.05.01 The height and minimum lot requirements shall be follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. ~~Lot~~ Building Coverage
Townhouses/Condominiums[4]	2,500 per unit	25' per unit	30'	10'[5]	30'	35'	40%
Multi-family Dwelling[3]	2,250 per unit	100'	30'	([1])	30'	45'[1]	40%
Other Permitted Uses	8,500	75'	30'	10'	30'	35'	30%
Other ~~Permitted and~~ Conditional Uses	8,500	75'	30'	10'	30'	45'	30%
Accessory Buildings	-	-	50'	5'	5'	17'	10%[2]

1 For Multi-Family units the side yard shall be 10 feet if it is a 3-story structure, and 5 feet additional side yard on each side shall be provided for each story in excess of 3 stories.

2 Provide*d* total area of accessory structure**s** for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and **accessory** structure does not exceed 50%

3 On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

4 This applies to Condominiums and Townhouses where there are three (3) more units connected and where there is a minimum of two (2) common walls; otherwise the criteria for single-family attached or two-family dwelling shall apply depending upon the appropriate condition.

5 Where there are three (3) or more units connected the side yard at the ends shall meet this criteria otherwise the side yard setback shall zero (0) at common walls.

Section 5.09 R-4 Condominium Residential

5.09.01 Intent: The purpose of this district is to permit high density residential, including condominium dwellings, ~~single-family dwellings, two-family dwellings, and multi-family dwelling development~~ in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

5.09.02 Permitted Uses:

5.09.02.01 Townhouses and Condominium dwellings.
~~5.09.02.02 Single family attached and detached dwellings.~~
~~5.09.02.03 Two-family, duplex, dwellings.~~
5.09.02.04 Public and private schools.
5.09.02.05 Publicly owned and operated facilities.
5.09.02.06 *Child Care Home, as per Section 7.10.* ***(Ordinance No. 880, 11-19-02)***

5.09.03 Permitted Conditional Uses:

5.09.03.01 Multiple family dwellings.
5.09.03.02 Bed and Breakfast.
1. Guest rooms shall be within the principal residential building only and not within an accessory building.
2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.

5.09.03.03 Churches, temples, seminaries, and convents including residences for teachers and pastors.

5.09.03.04 Public utility substations, distribution centers, regulator stations, pumping ***stations***, ~~treatment facilities~~, storage, equipment buildings, garages, towers, or similar uses.

5.09.03.05 Home Occupations, as per Section 7.10.

5.09.03.06 Child Care Center.

5.09.03.07 Charitable clubs and organizations.

5.09.03.08 ~~Hospitals, sanitariums, rest homes,~~ nursing ***care and rehabilitation facilities, and assisted living facilities*** ~~homes~~, ~~convalescent homes~~, ~~or other similar institutions, philanthropic institutions.~~

5.09.04 Permitted Accessory Uses:

5.09.04.01 Buildings and uses customarily incidental to the permitted uses.

5.09.04.02 Decks, elevated patios either attached or detached.

5.09.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.

5.09.04.04 Signs as provided for in Section 7.01 through 7.04.

5.09.04.05 Parking as provided for in Section 7.05 through 7.09.

5.09.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.

5.09.04.07 Landscaping as required by Section 7.17.

5.09.05 Height and Lot Requirements:

5.09.05.01 The height and minimum lot requirements shall be follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. ~~Lot~~ Building Coverage
Townhouses/Condominiums[4]	2,500 per unit	25' per unit	30'	10'[5]	30'	35'	40%
Multi-family Dwelling[3]	*2,250* per unit	100'	30'	([1])	30'	45'[1]	40%
Other Permitted Uses	8,500	75'	30'	10'	30'	35'	30%
Other ~~Permitted and~~ Conditional Uses	8,500	75'	30'	10'	30'	45'	30%
Accessory Buildings	-	-	50'	8'	10'	17'	10%[2]

1 For Multi-Family units the side yard shall be 10 feet if it is a 3-story structure, and 5 feet additional side yard on each side shall be provided for each story in excess of 3 stories.

2 Provide***d*** total area of accessory structure***s*** for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and **accessory** structure does not exceed 50%

3 On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

4 This applies to Condominiums and Townhouses where there are three (3) or more units connected and where there is a minimum of two (2) common walls; otherwise the criteria for single-family attached or two-family dwelling shall apply depending upon the appropriate condition.

5 Where there are three (3) or more units connected the side yard at the ends shall meet these criteria otherwise the side yard setback shall zero (0) at common walls.

(Ordinance No. 881, 11-19-02)

ITEM E

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2010 AGENDA

Subject:	Type:	Submitted By:
ZONING TEXT AMENDMENT — FF/FW FLOOD PLAIN DISTRICTS (OVERLAY DISTRICT)	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to consider amendments to Section 5.18 FF/FW Flood Plain Districts (Overlay District) of the Zoning Ordinance in order to update the flood plain management regulations and adopt new flood plain maps.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approve.

BACKGROUND

A public hearing has been scheduled to consider text amendments to Section 5.18 of the Zoning Ordinance regarding the FF/FW Flood Plain Overlay District. This amendment would replace Section 5.18 in its entirety in order to adopt new flood insurance rate maps for the West Papio Creek and to reflect the policies that were included in the Interlocal Agreement with the Papillion Creek Watershed Partnership (PCWP).

On January 13, 2010, the City received notice from the Papio-Missouri River NRD that the new flood insurance rate maps would become effective May 3, 2010, and that our ordinance must be updated to adopt the new maps prior to that date. The ordinance has also been updated to be in compliance with the Nebraska state model ordinance and to reflect the policies that were included in the Interlocal Agreement with the PCWP.

A copy of the new flood plain maps is available for review in the Chief Building Official's office.

Attached is a red-lined copy of Section 5.18 of the Zoning Ordinance with the proposed amendments.

The Planning Commission held a public hearing on February 18, 2010, and recommended approval of the amendments with corrections.

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ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 5.18 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 5.18 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Amendment of Section 5.18. Section 5.18 of Ordinance No. 848 are hereby amended to read as follows:

Section 5.18 FF/FW Flood Plain Districts (Overlay District)

5.18.01 STATUTORY AUTHORIZATION

The Legislature of the State of Nebraska has delegated the responsibility to local governmental units to adopt zoning regulations designed to protect the public health, safety and general welfare. The Legislature, in Sections 31-1001 to 31-1022, R.R.S. 1943 (as amended), has further assigned the responsibility to adopt, administer, and enforce floodplain management regulations to the county, city or village with zoning jurisdiction over the flood-prone area. Therefore, the City Council of the City of LaVista, Nebraska, ordains as follows:

5.18.02 FINDINGS OF FACT

5.18.02.01 Flood Losses Resulting From Periodic Inundation

The flood hazard areas of the City of La Vista, Nebraska, are subject to inundation which results in loss of life and property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditure for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety, and general welfare.

5.18.02.02 General Causes of Flood Losses

Flood Losses are caused by: (1) The cumulative effect of obstruction in floodplains causing increases in flood heights and velocities, and (2) The occupancy of flood hazard areas by uses vulnerable to floods or hazardous to others, which are inadequately elevated or otherwise protected from flood damages.

5.18.02.03 Methods Used to Analyze Flood Hazards

These regulations use a reasonable method of analyzing flood hazards which consist of a series of interrelated steps:

1. Selection of a regulatory flood which is based upon engineering calculations which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood selected for these regulations is representative of large floods which are reasonable characteristic of what can be expected to occur on the particular streams subject to these regulations. It is in the general order of a flood which could be expected to have a one percent (1%) chance of occurrence in any one (1) year, as delineated in the official Flood Insurance Study and illustrative materials dated May 3, 2010, and as may be amended.

2. Calculations of water surface profiles based upon a hydraulic engineering analysis of the capacity of the stream channel and over-bank areas to convey the base flood.

3. Computation of the floodway required to convey this flood without increasing flood heights more than one (1) foot at any point.

4. Delineation of floodway encroachment lines within which no obstruction is permitted which would cause any water surface increase along the floodway profile.

5. Delineation of floodway fringe, i.e. that area outside the floodway encroachment lines, but which still is subject to inundation by the base flood.

5.18.03 STATEMENT OF PURPOSE

It is the purpose of these regulations to promote the public health, safety, and general welfare and to minimize those losses described in Section 5.18.02.01by applying the provisions of these regulations for the following purposes.

5.18.03.01 Restrict or prohibit uses which are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities.

5.18.03.02 Require that uses vulnerable to floods, including public facilities which serve such uses, be provided with flood protection at the time of initial construction.

5.18.03.03 Protect individuals from buying lands which are not suitable for intended purposes because of flood hazards.

5.18.03.04 Assure that eligibility is maintained for property owners in the community to purchase flood insurance in the National Flood Insurance.

5.18.04 LANDS TO WHICH THESE REGULATIONS APPLY

These regulations shall apply to all lands within the jurisdiction of the City of La Vista, Nebraska, that are subject to a 1% or greater chance of flooding in any given year, now or in the future, as identified as numbered and unnumbered A Zones (including AE, AO and AH Zones) on the effective Flood Insurance Rate Map (effective FIRM) dated May 3, 2010, or best available data as determined by more recent hydrologic and hydraulic studies completed or approved by the Village/City/County or other government agency. Requirements established in Section 4.0 of this ordinance shall apply to the Zoning Districts FW and FF based on the most restrictive information availableIn all areas covered by these regulations, no development shall be permitted except upon a permit to develop, granted by the City Council or its duly designated representative under such safeguards and restrictions as they may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community and where specifically noted in Sections 5.18.17, 5.18.18, and 5.18.19.

5.18.05 ENFORCEMENT OFFICER

The Chief Building Inspector is hereby designated as the Enforcement Officer for the City of La Vista, Nebraska, under these regulations.

5.18.06 RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES

The boundaries of the FF/FW Flood Plain Districts (Overlay District) shall be determined by scaling distances on the official zoning map, the Flood Insurance Rate Map, or the Floodway Map, or on the Digital Flood Insurance Rate Map. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the official zoning map, as for example where there appears to be a conflict between a mapped boundary and actual field conditions, the Building Inspector shall make the necessary interpretation. In such cases where the interpretation is contested, the Board of Adjustment will resolve the dispute. The regulatory flood elevation for the point in question shall be the governing factor in locating the flood fringe overlay district boundary on the land. The location of the floodway overlay district boundary may be based on a map completed or approved by the Village/City/County or other government agency, provided the boundary is not less restrictive than that shown on the effective FIRM. The person contesting the location of the district boundary shall be given a reasonable opportunity to present his/her case to the Board of Adjustment and to submit his/her own technical evidence, if he/she so desires.

5.18.07 COMPLIANCE

No development located within identified special flood hazard areas of the community shall be located, extended, converted or structurally altered without full compliance with the terms of these regulations and other applicable regulations.

5.18.08 ABROGATION AND GREATER RESTRICTIONS

It is not intended by this ordinance to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where these regulations impose greater restrictions, the provisions of these regulations shall prevail. All other ordinances inconsistent with these regulations are hereby repealed to the extent of the inconsistency only.

5.18.09 INTERPRETATION

In their interpretation and application, the provisions of these regulations shall be held to minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State Statute.

5.18.10 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood height may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. These regulations do not imply that areas outside the boundaries of the FF/FW Flood Plain Districts or land uses permitted within such districts will be free from flooding or flood damages. These regulations shall not create liability on the part of the City of La Vista, Nebraska, of any officer or employee thereof for any flood damages that may result from reliance on these regulations or any administrative decision lawfully made thereunder.

5.18.11 SEVERABILITY

If any section, clause, provision or portion of these regulations is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of these regulations shall not be affected thereby.

5.18.12 APPLICATION FOR APPEAL

Where a request for a permit to develop is denied by the Building Inspector, the applicant may apply for such permit or variance directly to the Board of Adjustment. The Board of Adjustment may grant or deny such request in accordance with the provisions of the Zoning Ordinance governing the Board of Adjustment.

5.18.13 PERMITS REQUIRED

No person, firm or corporation shall initiate any floodplain development or substantial improvement or cause the same to be done without first obtaining a separate permit for development as defined by these regulations.

5.18.14 ADMINISTRATION

The Building Inspector is hereby appointed to administer and implement the provisions of these regulations. The duties of the Building Inspector shall include, but not be limited to the following:

5.18.14.01 Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of these regulations have been satisfied.

5.18.14.02 Review applications for proposed development to assure that all necessary floodplain permits have been obtained from those Federal, state or local governmental agencies from which prior approval is required.

5.18.14.03 Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding.

5.18.14.04 Notify adjacent communities, the Papio-Missouri River NRD, the U.S. Army Corps of Engineers, Sarpy County, and the Nebraska Department of Natural Resources, Flood Plain Management Section, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

5.18.14.05 Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

5.18.14.06 Verify, record and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures in special flood hazard areas.

5.18.14.07 Verify, record and maintain record of the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been flood-proofed.

5.18.14.08 When flood-proofing is utilized for a particular structure, the Building Inspector shall be presented certification from a registered professional engineer or architect.

5.18.14.09 Facilitate the approval of new Flood Insurance Rate Maps or best available data as necessary.

5.18.14.10 Maintain records of all floodplain development permits and or building permits within the floodway or flood fringe overlay district to ensure that structures are not substantial improvements.

5.18.14.11 Filling of the floodway fringe associated with new development within the Papillion Creek System shall be limited to 25% of the floodway fringe in the floodplain development application project area, unless approved mitigation measures are implemented. The remaining 75% of floodway fringe within the project area shall be designated as a restricted fill zone. For redevelopment, these provisions may be modified or waived in whole or in part by the local jurisdiction

5.18.15 APPLICATION FOR A PERMIT

To obtain a floodplain development permit, the applicant shall first file an application, in writing, on a form furnished for that purpose. Every such application shall:

5.18.15.01 Identify and describe the development to be covered by the floodplain development permit.

5.18.15.02 Describe the land on which the proposed development is to be done by lot, block, tract, and house and street address, or similar description that will readily identify and definitely locate the proposed building or work.

5.18.15.03 Indicate the use or occupancy for which the proposed development is intended.

5.18.15.04 Be accompanied by plans and specifications for proposed construction, including but not limited to the following information: 1) existing (natural) grades, 2) proposed grades as a result of proposed development, 3) the proposed lowest floor elevation and any higher floor elevations, including attached garage, of any proposed structures, 4) the lowest and highest adjacent grades next to any proposed structures, 5) the most restrictive base flood elevation nearest the proposed development.

5.18.15.05 Be signed by the permittee or his authorized agent who may be required to submit documentation to indicate such authority.

5.18.15.06 Comments from the Papio-Missouri River Natural Resources District shall accompany each application for a flood plain development permit.

5.18.15.07 Give such other information as may be reasonably required by the Building Inspector.

5.18.16 ESTABLISHMENT OF ZONING DISTRICTS

Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: A floodway overlay district (FW) and a flood fringe overlay district (FF) as identified in the Flood Insurance Study, effective FIRM, or best available data. The zoning districts created by this resolution overlie other zoning districts and place additional restrictions upon the manner in which lands in such underlying district may be used. Within these districts all uses not meeting the standards of these regulations and those standards of the underlying zoning district shall be prohibited.

5.18.17 STANDARDS FOR FLOODPLAIN DEVELOPMENT

5.18.17.01 No permit for development shall be granted for new construction, substantial improvements and other development, including the placement of manufactured homes within all numbered and unnumbered A Zones (including AE, AO, and AH Zones) unless the conditions of this section are satisfied.

5.18.17.02 All areas identified as unnumbered A Zones on the effective FIRM or best available dataare subject to inundation of the base flood; however, the water surface elevation was not provided. The unnumbered A Zones shall be subject to all development provisions of these regulations. If Flood Insurance

Study data is not available, the City of La Vista shall utilize any base flood elevation or floodway data currently available from Federal, state or other sources.

5.18.17.03 Until a floodway has been designated, no development or substantial improvement may be permitted within special flood hazard area unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one (1) foot at any location as shown on the effective FIRM or best available data.

5.18.17.04 New construction, subdivision proposals, substantial improvements, prefabricated buildings, placement of manufactured homes and other developments shall require:

1. Design or anchorage to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamics and hydrostatic loads, including the effects of buoyancy.

2. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination.

3. Construction with materials resistant to flood damage, utilizing methods and practices that minimize flood damages, and with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

4. All electrical equipment and sanitary facilities, including circuits, installed electric appliances, toilets, sinks, drains, in new developments and substantial improvements shall be located so as to not be subject to flooding or shall be floodproofed to prevent damage resulting from flood levels exceeding the base flood elevation by one foot. Backflow valves should be installed on all septic lines leading from the structure...

5. The storage of material and equipment shall be regulated as follows:
   (a) The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal or plant life is prohibited.
   (b) Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

6. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, be required to assure that:
   (a) All such proposals are consistent with the need to minimize flood damage;
   (b) All public utilities and facilities, such as sewer, gas, electrical, and water systems, are located, elevated and constructed to minimize or eliminate flood damage;
   (c) Adequate drainage is provided so as to reduce exposure to flood hazards; and
   (d) Proposals for development of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposal the base flood elevation.

5.18.18 FLOOD FRINGE OVERLAY DISTRICT (INCLUDING AO AND AH ZONES)

5.18.18.01 Permitted Uses

Any use permitted in Section 5.18.19 shall be permitted in the Flood Fringe Overlay District. No use shall be permitted in the district unless the standards of Section 5.18.17 are met.

5.18.18.02 Standards for the Flood Fringe Overlay District

1. Require that new construction or substantial improvements of residential structures to have the lowest floor, including basement, elevated to or above one (1) foot above the highest base flood elevation available, now or in the future.

2. Require new construction or substantial improvements of non-residential structures to have the lowest floor, including basement, elevated to or above one (1) foot above the highest base flood elevation available, now or in the future, or, together with attendant utility and sanitary facilities, to be flood-proofed so that below that level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the Building Inspectoras set forth in Section 5.18.14.07.

3. Require for all new construction and substantial improvements that fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage. The area below lowest floor subject to flooding shall be a maximum of four (4) feet in height measured from the bottom of the floor joists, unless used for parking of vehicles. Areas other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be not higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

4. All electrical equipment and sanitary facilities, including circuits, installed, electric appliances, toilets, sinks, drains, in new developments and substantial improvements shall be located so as to not be subject to flooding or shall be floodproofed to prevent damage resulting from flood levels exceeding the highest base flood elevation available, now or in the future, by one foot. Backflow valves should be installed on all septic lines leading from the structure.

5. Within AH Zones adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

6. All manufactured homes shall be anchored to resist flotation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with local building codes or FEMA guidelines. In the event that over-the-top frame ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:
    (a) Over-the-top ties be provided at each of the four (4) corners of the manufactured home with two (2) additional ties per side at intermediate locations. Manufactured homes less than fifty (50) feet long require one (1) additional tie per side.
    (b) Frame ties be provided at each corner of the home with five (5) additional ties per side at intermediate points. Manufactured homes less than fifty (50) feet long require four (4) additional ties per side.
    (c) All components of the anchoring system be capable of carrying a force of forty-eight hundred (4800) pounds.
    (d) Any additions to manufactured homes be similarly anchored.

7. All manufactured homes to be placed or substantially improved within special flood hazard areas on the FIRM on sites outside of a manufactured home park or subdivision, or in a new manufactured home park or subdivision, shall be elevated on a permanent foundation

such that the lowest floor of the manufactured home is at or above one (1) foot above the base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Section 5.18.18.02 (5) above.

8. Recreational vehicles placed on sites within the special flood hazard areas on the community's official map shall either (i) be on the site for fewer than 180 consecutive days and be fully licensed and ready for highway use, or (ii) meet the permit requirements and the elevation and anchoring requirements for "manufactured homes" of this ordinance. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

9. Located within the areas of special flood hazard established in Section 5.18.04 are areas designated as AO Zones. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate; therefore, the following provisions apply within AO Zones:
   (a) All new construction and substantial improvements of residential structures shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM (at least two (2) feet if no depth number is specified).
   (b) All new construction and substantial improvements of non-residential structures shall (i) have the lowest floor elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM (at least two (2) feet if no depth number is specified), or (ii) together with attendant utility and sanitary facilities be completely flood-proofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Such certification shall be provided to the Building Inspector as set forth in Section 5.18.14.07.
   (c) Adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

5.18.19 FLOODWAY OVERLAY DISTRICT

5.18.19.01 Permitted Uses

Only uses having a low flood-damage potential and not obstructing flood flows shall be permitted within the Floodway District to the extent that they are not prohibited by any other ordinance and provided they do not require structures, fill, or storage of materials or equipment. The following are permitted uses for the Floodway District:

1. Open space uses not requiring a closed building, such as agricultural cropland, livestock feeding and grazing, or open public and private recreation areas.
2. Wire fences or other appurtenances may be constructed which would not constitute an obstruction or debris-catching obstacle to the passage of flood waters.
3. Railroads, streets, bridges, public utility wire and pipelines for transmission and local distribution.
4. Commercial excavation of materials from pits, strips, or pools; provided, that no stockpiling of materials, products or overburden shall be such as to create a potential restriction to the passage of flood waters.
5. Non-restrictive improvements in stream channel alignment, cross section, and capacity in the normal maintenance thereof
6. Uses of a type not appreciably damaged by flood waters; provided, no structures for human habitation shall be permitted.

5.18.19.02 Standards for the Floodway Overlay District

The uses enumerated in 5.18.19.01 above shall only be permitted if certification by a registered professional engineer or architect is provided demonstrating that the development shall not result in any increase in water surface elevations along the floodway profile during occurrence of the base flood discharge. These uses are subject to the standards of Sections 5.18.17 and 5.18.18. In Zone A unnumbered, obtain, review and reasonably utilize any flood elevation and floodway data available through Federal, state or other sources or Section 5.18.17.04 (6)(d) of these regulations, in meeting the standards of this section

5.18.20 VARIANCE PROCEDURES

5.18.20.01 The Board of Adjustment as established by the City of La Vista, Nebraska, shall hear and decide appeals and requests for variances from the requirements of these regulations.

5.18.20.02 The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Building Inspector in the enforcement or administration of these regulations.

5.18.20.03 Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the District Court of Sarpy County as provided in Section 19-912, R.R.S. Nebraska 1943.

5.18.20.04 In passing upon such applications, the Board of Adjustment shall consider all technical evaluation, all relevant factors, standards specified in other sections of these regulations, and:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the community;
5. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
6. The compatibility of the proposed use with existing and anticipated development;
7. The relationship of the proposed use to the Comprehensive Plan and Flood Plain Management Program for that area;
8. The safety of access to the property in times of flood for ordinary and emergency vehicles;
9. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site; and
10. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities, such as sewer, gas, electrical, water systems, and streets and bridges.

5.18.21 CONDITIONS FOR VARIANCES

5.18.21.01 Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (1/2) acre or less in size if contiguous to or surrounded by lots with existing structures constructed below the base flood level, providing the requirements of Sections 5.18.21.02 through 5.18.21.05 below have been fully considered. As the lot size increases beyond one-half (1/2) acre, the technical justification required for issuing the variance increases.

5.18.21.02 Variances shall not be issued within any designated floodway if any increase in flood levels along the floodway profile during the base flood discharge would result.

5.18.21.03 Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

5.18.21.04 Variances shall only be issued upon:

1. A showing of good and sufficient cause;

2. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

5.18.21.05 Any applicant to whom a variance is granted shall be given a written notice from the Building Inspector that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars ($25.00) for one-hundred dollars ($100) of insurance coverage, and that such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by these regulations.

5.18.22 NONCONFORMING USE

5.18.22.01 A structure or the use of a structure or premises which was lawful before the passage or amendment of flood plain regulations, but which is not in conformity with the provisions of these regulations may be continued subject to the following conditions:

1. No such structure or use shall be expanded, changed, enlarged or altered in a way which increases its nonconformity..
2. If such use is discontinued for twelve (12) consecutive months, any future use of the building premises shall conform to this ordinance.
3. Uses or adjuncts thereof, which are or become nuisances, shall not be entitled to continue as nonconforming uses.

5.18.22.02 If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty percent (50%) of the market value of the structure before the damage occurred except that if it is reconstructed in conformity with the provisions of these regulations. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, or safety codes or regulations.

5.18.23 PENALTIES FOR VIOLATION

Violation of the provisions of these regulations or failure to comply with any of its requirements, including violations of conditions and safeguards established in connection with grants of variances, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof, be fined not more than five hundred dollars ($500), and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.

Nothing herein contained shall prevent the City of La Vista, Nebraska, or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

5.18.24 AMENDMENTS

The regulations, restrictions, and boundaries set forth in these regulations may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided, however, that no such action shall be taken until after a public hearing in relation thereto, at which interested parties and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of La Vista, Nebraska. At least ten (10) days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the Federal Emergency Management Agency. The regulations of this ordinance are in compliance

with the National Flood Insurance Program Regulations as published in Title 44 of the Code of Federal Regulations and the 1983 Nebraska Flood Plain Management Act.

5.18.25 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this ordinance its most reasonable application.

"Appeal" – A request for a review of the Building Inspector's interpretation of any provision of this ordinance or a request for a variance.

"Area of Shallow Flooding" – A designated AO or AH Zone on a Flood Insurance Rate Map (FIRM) with a one percent (1%) or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood Hazard" – The land in the flood plain within a community subject to one percent (1%) or greater chance of flooding in any given year.

"Base Flood" – The flood having one percent (1%) chance of being equaled or exceeded in any given year.

"Basement" – Any area of the building having its floor subgrade (below ground level) on all sides.

"Best Available Data" means any hydrologic and hydraulic studies which result in a base flood elevation, now or in the future, that is higher than that shown on the Effective FIRM or Effective FIS. Such study must be completed or approved by the Village/City/County or other government agency.

"Development" – Any man-made change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

"Existing Construction" (for the purpose of determining rates) – Structures for which the start of construction commenced before the effective date of the FIRM or before January 1, 1975, for FIRM's effective before that date. "Existing Construction" may also be referred to as "existing structures."

"Existing Manufactured Home Park or Subdivision" – A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an Existing Manufactured Home Park or Subdivision" – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and wither final site grading or the pouring of concrete pads.)

"Flood or Flooding" – A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) the overflow of inland waters; or

(2) the unusual and rapid accumulation of runoff of surface waters from any source.

"Flood Fringe" – That area of the floodplain, outside of the floodway, that on the average is likely to be flooded once every one-hundred (100) years, i.e. that has a one percent (1%) chance of flood occurrence in any one year.

"Flood Insurance Rate Map (FIRM)" or "Effective FIRM" – An official map of a community, on which the Flood Insurance Study has delineated the Flood Hazard Boundaries and the zones establishing insurance rates applicable to the community.

"Flood Insurance Study (FIS)" or "Effective FIS"– The official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

"Floodplain" – Any land area susceptible to being inundated by water from any source (see definition of "flooding".)

"Floodway" or "Regulatory Floodway" – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

"Freeboard" – A factor of safety usually expressed in feet above a flood level for purposes of flood plain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.

"Highest Adjacent Grade" – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Lowest Floor" – The lowest floor of the lowest enclosed area (including basement.) An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

"Manufactured Home" – A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

"Manufactured Home Park or Subdivision" – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"New Construction" – For floodplain management purposes, "new construction" means structures for which the "start of construction commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

"New Manufactured Home Park or Subdivision" – A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

"Overlay District" – A district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

"Principally Above Ground" – At least fifty-one percent (51%) of the actual cash value of the structure is above ground.

"Recreational Vehicle" – A vehicle which is (1) built on a single chassis; (2) four hundred (400) square feet or less when measured at the largest horizontal projections; (3) designed to be self-propelled or permanently tow-able by a light duty truck; and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Special Flood Hazard Area" – The land in the floodplain within a community subject to one percent (1%) or greater chance of flooding in any given year.

"Start of Construction" (for other than new construction or substantial improvements under the coastal Barrier Resources Act, Pub. L. 97-348) – Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one-hundred and eighty (180) days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any

work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

"Structure" – A walled and roofed building that is principally above ground, as well as a manufactured home, and a gas or liquid storage tank that is principally above ground.

"Substantial Damage" – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

"Substantial Improvement" – Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"Variances" – A grant of relief to a person from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance where specific enforcement would result in unnecessary hardship.

"Violation" – A failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

SECTION 2. Repeal of Section 5.18 of Ordinance No. 848 as previously enacted are hereby repealed.

SECTION 3. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 4. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

SECTION 5. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____

Douglas Kindig, Mayor

ATTEST:

_____

Pamela A. Buethe, CMC
City Clerk

Section 5.18 FF/FW Flood Plain Districts (Overlay District)

5.18.01 STATUTORY AUTHORIZATION

The Legislature of the State of Nebraska has delegated the responsibility to local governmental units to adopt zoning regulations designed to protect the public health, safety and general welfare. The Legislature, in Sections 31-1001 to 31-1022, R.R.S. 1943 (as amended), has further assigned the responsibility to adopt, administer, and enforce floodplain management regulations to the county, city or village with zoning jurisdiction over the flood-prone area. Therefore, the City Council of the City of LaVista, Nebraska, ordains as follows:

5.18.02 FINDINGS OF FACT

5.18.02.01 Flood Losses Resulting From Periodic Inundation

The flood hazard areas of the City of La Vista, Nebraska, are subject to inundation which results in loss of life and property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditure for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety, and general welfare.

5.18.02.02 General Causes of Flood Losses

Flood Losses are caused by: (1) The cumulative effect of obstruction in floodplains causing increases in flood heights and velocities, and (2) The occupancy of flood hazard areas by uses vulnerable to floods or hazardous to others, which are inadequately elevated or otherwise protected from flood damages.

5.18.02.03 Methods Used to Analyze Flood Hazards

These regulations use a reasonable method of analyzing flood hazards which consist of a series of interrelated steps:

1. Selection of a regulatory flood which is based upon engineering calculations which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood selected for these regulations is representative of large floods which are reasonable characteristic of what can be expected to occur on the particular streams subject to these regulations. It is in the general order of a flood which could be expected to have a one percent (1%) chance of occurrence in any one (1) year, as delineated in the official Flood Insurance Study and illustrative materials dated ~~December 2, 2005~~May 3, 2010, and as may be amended.

2. Calculations of water surface profiles based upon a hydraulic engineering analysis of the capacity of the stream channel and over-bank areas to convey the base flood.

3. Computation of the floodway required to convey this flood without increasing flood heights more than one (1) foot at any point.

4. Delineation of floodway encroachment lines within which no obstruction is permitted which would cause any water surface increase along the floodway profile.

5. Delineation of floodway fringe, i.e. that area outside the floodway encroachment lines, but which still is subject to inundation by the base flood.

5.18.03 STATEMENT OF PURPOSE

It is the purpose of these regulations to promote the public health, safety, and general welfare and to minimize those losses described in Section 5.18.02.01by applying the provisions of these regulations for the following purposes.

5.18.03.01 Restrict or prohibit uses which are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities.

5.18.03.02 Require that uses vulnerable to floods, including public facilities which serve such uses, be provided with flood protection at the time of initial construction.

5.18.03.03 Protect individuals from buying lands which are not suitable for intended purposes because of flood hazards.

5.18.03.04 Assure that eligibility is maintained for property owners in the community to purchase flood insurance in the National Flood Insurance.

5.18.04 LANDS TO WHICH THESE REGULATIONS APPLY

These regulations shall apply to all lands within the jurisdiction of the City of La Vista, Nebraska, that are subject to a 1% or greater chance of flooding in any given year, now or in the future, as identified as numbered and unnumbered A Zones (including AE, AO and AH Zones) on the effective Flood Insurance Rate Map (effective FIRM) dated May 3, 2010, or best available data as determined by more recent hydrologic and hydraulic studies completed or approved by the Village/City/County or other government agency. Requirements established in Section 4.0 of this ordinance shall apply to the Zoning Districts FW and FF based on the most restrictive information available~~and its extraterritorial zoning jurisdiction identified on the Flood Insurance Rate Maps (FIRM) dated December 2, 2005, as numbered and unnumbered A Zones (including AE, AO and AH Zones) and within the FF/FW Flood Plain Districts (Overlay District) established in Section 5.18.16 of these regulations.~~ In all areas covered by these regulations, no development shall be permitted except upon a permit to develop, granted by the ~~governing body~~City Council or its duly designated representative under such safeguards and restrictions as they may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community and where specifically noted in Sections 5.18.17, 5.18.18, and 5.18.19.

5.18.05 ENFORCEMENT OFFICER

The Chief Building Inspector is hereby designated as the Enforcement Officer for the City of La Vista, Nebraska, under these regulations.

5.18.06 RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES

The boundaries of the FF/FW Flood Plain Districts (Overlay District) shall be determined by scaling distances on the official zoning map, the Flood Insurance Rate Map, or the Floodway Map, or on the Digital Flood Insurance Rate Map. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the official zoning map, as for example where there appears to be a conflict between a mapped boundary and actual field conditions, the Building Inspector shall make the necessary interpretation. In such cases where the interpretation is contested, the Board of Adjustment will resolve the dispute. The regulatory flood elevation for the point in question shall be the governing factor in locating the flood fringe overlay district boundary on the land. The location of the floodway overlay district boundary may be based on a map completed or approved by the Village/City/County or other government agency, provided the boundary is not less restrictive than that shown on the effective FIRM. The person contesting the location of the district boundary shall be given a reasonable opportunity to present his/her case to the Board of Adjustment and to submit his/her own technical evidence, if he/she so desires.

5.18.07 COMPLIANCE

No development located within identified special flood hazard areas of the community shall be located, extended, converted or structurally altered without full compliance with the terms of these regulations and other applicable regulations.

5.18.08 ABROGATION AND GREATER RESTRICTIONS

It is not intended by this ordinance to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where these regulations impose greater restrictions, the provisions of these regulations shall prevail. All other ordinances inconsistent with these regulations are hereby repealed to the extent of the inconsistency only.

5.18.09 INTERPRETATION

In their interpretation and application, the provisions of these regulations shall be held to minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State Statute.

5.18.10 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood height may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. These regulations do not imply that areas outside the boundaries of the FF/FW Flood Plain Districts or land uses permitted within such districts will be free from flooding or flood damages. These regulations shall not create liability on the part of the City of La Vista, Nebraska, of any officer or employee thereof for any flood damages that may result from reliance on these regulations or any administrative decision lawfully made thereunder.

5.18.11 SEVERABILITY

If any section, clause, provision or portion of these regulations is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of these regulations shall not be affected thereby.

5.18.12 APPLICATION FOR APPEAL

Where a request for a permit to develop is denied by the Building Inspector, the applicant may apply for such permit or variance directly to the Board of Adjustment. The Board of Adjustment may grant or deny such request in accordance with the provisions of the Zoning Ordinance governing the Board of Adjustment.

5.18.13 PERMITS REQUIRED

No person, firm or corporation shall initiate any floodplain development or substantial improvement or cause the same to be done without first obtaining a separate permit for development as defined by these regulations.

5.18.14 ADMINISTRATION

The Building Inspector is hereby appointed to administer and implement the provisions of these regulations. The duties of the Building Inspector shall include, but not be limited to the following:

5.18.14.01 Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of these regulations have been satisfied.

5.18.14.02 Review applications for proposed development to assure that all necessary floodplain permits have been obtained from those Federal, state or local governmental agencies from which prior approval is required.

5.18.14.03 Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding.

5.18.14.04 Notify adjacent communities, the Papio-Missouri River NRD, the U.S. Army Corps of Engineers, Sarpy County, and the Nebraska Department of Natural Resources, Flood Plain Management Section, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

5.18.14.05 Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

5.18.14.06 Verify, record and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures in special flood hazard areas.

5.18.14.07 Verify, record and maintain record of the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been flood-proofed.

5.18.14.08 When flood-proofing is utilized for a particular structure, the Building Inspector shall be presented certification from a registered professional engineer or architect.

5.18.14.09 Facilitate the approval of new Flood Insurance Rate Maps or best available data as necessary.

5.18.14.10 Maintain records of all floodplain development permits and or building permits within the floodway or flood fringe overlay district to ensure that structures are not substantial improvements.

5.18.14.11 Filling of the floodway fringe associated with new development within the Papillion Creek System shall be limited to 25% of the floodway fringe in the floodplain development application project area, unless approved mitigation measures are implemented. The remaining 75% of floodway fringe within the project area shall be designated as a restricted fill zone. For redevelopment, these provisions may be modified or waived in whole or in part by the local jurisdiction

5.18.15 APPLICATION FOR A PERMIT

To obtain a floodplain development permit, the applicant shall first file an application, in writing, on a form furnished for that purpose. Every such application shall:

5.18.15.01 Identify and describe the development to be covered by the floodplain development permit.

5.18.15.02 Describe the land on which the proposed development is to be done by lot, block, tract, and house and street address, or similar description that will readily identify and definitely locate the proposed building or work.

5.18.15.03 Indicate the use or occupancy for which the proposed development is intended.

5.18.15.04 Be accompanied by plans and specifications for proposed construction, including but not limited to the following information: 1) existing (natural) grades, 2) proposed grades as a result of proposed development, 3) the proposed lowest floor elevation and any higher floor elevations, including attached garage, of any proposed structures, 4) the lowest and highest adjacent grades next to any proposed structures, 5) the most restrictive base flood elevation nearest the proposed development.

5.18.15.05 Be signed by the permittee or his authorized agent who may be required to submit documentation to indicate such authority.

5.18.15.06 Comments from the Papio-Missouri River Natural Resources District shall accompany each application for a flood plain development permit.

5.18.15.07 Give such other information as may be reasonably required by the Building Inspector.

5.18.16 ESTABLISHMENT OF ZONING DISTRICTS

Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: A floodway overlay district (FW) and a flood fringe overlay district (FF) as identified in the Flood Insurance Study, effective FIRM, or best available data~~and accompanying maps~~. The zoning districts created by this resolution overlie other zoning districts and place additional restrictions upon the manner in which lands in such underlying district may be used. Within these districts all uses not meeting the standards of these regulations and those standards of the underlying zoning district shall be prohibited.

5.18.17 STANDARDS FOR FLOODPLAIN DEVELOPMENT

5.18.17.01 No permit for development shall be granted for new construction, substantial improvements and other development, including the placement of manufactured homes within all numbered and unnumbered A Zones (including AE, AO, and AH Zones) unless the conditions of this section are satisfied.

5.18.17.02 All areas identified as unnumbered A Zones on the effective FIRM or best available data are subject to inundation of the base flood; however, the water surface elevation was not provided. The unnumbered A Zones shall be subject to all development provisions of these regulations. If Flood Insurance Study data is not available, the City of La Vista shall utilize any base flood elevation or floodway data currently available from Federal, state or other sources.

5.18.17.03 Until a floodway has been designated, no development or substantial improvement may be permitted within special flood hazard area unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one (1) foot at any location as shown on the effective FIRM or best available data~~Flood Insurance Study~~.

5.18.17.04 New construction, subdivision proposals, substantial improvements, prefabricated buildings, placement of manufactured homes and other developments shall require:

1. Design or anchorage to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamics and hydrostatic loads, including the effects of buoyancy.

2. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination.

3. Construction with materials resistant to flood damage, utilizing methods and practices that minimize flood damages, and with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

4. All electrical equipment and sanitary facilities, including circuits, installed electric appliances, toilets, sinks, drains, in new developments and substantial improvements shall be located so as to not be subject to flooding or shall be floodproofed to prevent damage resulting from flood levels exceeding the base flood elevation by one foot. Backflow valves should be installed on all septic lines leading from the structure.~~utility and sanitary facilities be elevated or flood-proofed up to the regulatory flood protection elevation~~..

5. The storage of material and equipment shall be regulated as follows:
   (a) The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal or plant life is prohibited.
   (b) Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

6. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, be required to assure that:
   (a) All such proposals are consistent with the need to minimize flood damage;
   (b) All public utilities and facilities, such as sewer, gas, electrical, and water systems, are located, elevated and constructed to minimize or eliminate flood damage;
   (c) Adequate drainage is provided so as to reduce exposure to flood hazards; and

(d) Proposals for development of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposal the base flood elevation.

5.18.18 FLOOD FRINGE OVERLAY DISTRICT (INCLUDING AO AND AH ZONES)

5.18.18.01 Permitted Uses

Any use permitted in Section 5.18.19 shall be permitted in the Flood Fringe Overlay District. No use shall be permitted in the district unless the standards of Section 5.18.17 are met.

5.18.18.02 Standards for the Flood Fringe Overlay District

1. Require that new construction or substantial improvements of residential structures to have the lowest floor, including basement, elevated to or above one (1) foot above the highest base flood elevation available, now or in the future.

2. Require new construction or substantial improvements of non-residential structures to have the lowest floor, including basement, elevated to or above one (1) foot above the highest base flood elevation available, now or in the future, or, together with attendant utility and sanitary facilities, to be flood-proofed so that below that level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the Building Inspector as set forth in Section 5.18.14.07.

3. Require for all new construction and substantial improvements that fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage. The area below lowest floor subject to flooding shall be a maximum of four (4) feet in height measured from the bottom of the floor joists, unless used for parking of vehicles. ~~in the. . Areas~~ Areas other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be not higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

4. All electrical equipment and sanitary facilities, including circuits, installed, electric appliances, toilets, sinks, drains, in new developments and substantial improvements shall be located so as to not be subject to flooding or shall be floodproofed to prevent damage resulting from flood levels exceeding the highest base flood elevation available, now or in the future, by one foot. Backflow valves should be installed on all septic lines leading from the structure.

5. Within AH Zones adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

6. All manufactured homes shall be anchored to resist flotation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with local building codes or FEMA guidelines. In the event that over-the-top frame ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:
    (a) Over-the-top ties be provided at each of the four (4) corners of the manufactured home with two (2) additional ties per side at intermediate locations. Manufactured homes less than fifty (50) feet long require one (1) additional tie per side.
    (b) Frame ties be provided at each corner of the home with five (5) additional ties per side at intermediate points. Manufactured homes less than fifty (50) feet long require four (4) additional ties per side.
    (c) All components of the anchoring system be capable of carrying a force of forty-eight hundred (4800) pounds.
    (d) Any additions to manufactured homes be similarly anchored.

~~6~~7. All manufactured homes to be placed or substantially improved within special flood hazard areas on the FIRM on sites outside of a manufactured home park or subdivision, or in a new manufactured home park or subdivision, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above one (1) foot above the base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Section 5.18.18.02 (5) above.

~~7~~8. Recreational vehicles placed on sites within the special flood hazard areas on the community's official map shall either (i) be on the site for fewer than 180 consecutive days and be fully licensed and ready for highway use, or (ii) meet the permit requirements and the elevation and anchoring requirements for "manufactured homes" of this ordinance. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

~~8~~9. Located within the areas of special flood hazard established in Section 5.18.04 are areas designated as AO Zones. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate; therefore, the following provisions apply within AO Zones:
    (a) All new construction and substantial improvements of residential structures shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM (at least two (2) feet if no depth number is specified).
    (b) All new construction and substantial improvements of non-residential structures shall (i) have the lowest floor elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM (at least two (2) feet if no depth number is specified), or (ii) together with attendant utility and sanitary facilities be completely flood-proofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Such

certification shall be provided to the Building Inspector as set forth in Section 5.18.14.07.

(c) Adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

5.18.19 FLOODWAY OVERLAY DISTRICT

5.18.19.01 Permitted Uses

Only uses having a low flood-damage potential and not obstructing flood flows shall be permitted within the Floodway District to the extent that they are not prohibited by any other ordinance and provided they do not require structures, fill, or storage of materials or equipment. The following are ~~recommended~~ permitted uses for the Floodway District:

1. Open space uses not requiring a closed building, such as agricultural cropland, livestock feeding and grazing, or open public and private recreation areas.
2. Wire fences or other appurtenances may be constructed which would not constitute an obstruction or debris-catching obstacle to the passage of flood waters.
3. Railroads, streets, bridges, public utility wire and pipelines for transmission and local distribution.
4. Commercial excavation of materials from pits, strips, or pools; provided, that no stockpiling of materials, products or overburden shall be such as to create a potential restriction to the passage of flood waters.
5. Non-restrictive improvements in stream channel alignment, cross section, and capacity in the normal maintenance thereof

6. Uses of a type not appreciably damaged by flood waters; provided, no structures for human habitation shall be permitted.~~Agricultural uses such as general farming, pasture, nurseries and forestry.~~

~~2.Residential uses such as lawns, gardens, parking and play areas.~~

~~3.Nonresidential uses such as loading areas, parking, and airport landing strips.~~

~~4.Public and private recreational uses such as golf courses, archery ranges, picnic grounds, parks, and wildlife and nature preserves.~~

5.18.19.02 Standards for the Floodway Overlay District

~~New structures for human habitation are prohibited. All encroachments, including fill, new construction, substantial improvements and other development must be prohibited unless a~~The uses enumerated in 5.18.19.01 above shall only be permitted if certification by a registered professional engineer or architect is provided demonstrating that the development shall not result in any increase in water surface elevations along the floodway profile during occurrence of the base flood discharge. These uses are subject to the standards of Sections 5.18.17 and 5.18.18. In Zone A unnumbered, obtain, review and reasonably utilize any flood elevation and floodway data available through Federal, state or other sources or Section 5.18.17.04 (6)(d) of these regulations, in meeting the standards of this section

5.18.20 VARIANCE PROCEDURES

5.18.20.01 The Board of Adjustment as established by the City of La Vista, Nebraska, shall hear and decide appeals and requests for variances from the requirements of these regulations.

5.18.20.02 The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Building Inspector in the enforcement or administration of these regulations.

5.18.20.03 Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the District Court of Sarpy County as provided in Section 19-912, R.R.S. Nebraska 1943.

5.18.20.04 In passing upon such applications, the Board of Adjustment shall consider all technical evaluation, all relevant factors, standards specified in other sections of these regulations, and:

1. The danger that materials may be swept onto other lands to the injury of others;

2. The danger to life and property due to flooding or erosion damage;

3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

4. The importance of the services provided by the proposed facility to the community;

5. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

6. The compatibility of the proposed use with existing and anticipated development;

7. The relationship of the proposed use to the Comprehensive Plan and Flood Plain Management Program for that area;

8. The safety of access to the property in times of flood for ordinary and emergency vehicles;

9. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site; and

10. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities, such as sewer, gas, electrical, water systems, and streets and bridges.

5.18.21 CONDITIONS FOR VARIANCES

5.18.21.01 Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (1/2) acre or less in size if contiguous to or surrounded by lots with existing structures constructed below the base flood level, providing the requirements of Sections 5.18.21.02 through 5.18.21.05 below have been fully considered. As the lot size increases beyond one-half (1/2) acre, the technical justification required for issuing the variance increases.

5.18.21.02 Variances shall not be issued within any designated floodway if any increase in flood levels along the floodway profile during the base flood discharge would result.

5.18.21.03 Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

5.18.21.04 Variances shall only be issued upon:

1. A showing of good and sufficient cause;

2. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

5.18.21.05 Any applicant to whom a variance is granted shall be given a written notice from the Building Inspector that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars ($25.00) for one-hundred dollars ($100) of insurance coverage, and that such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by these regulations.

5.18.22 NONCONFORMING USE

5.18.22.01 A structure or the use of a structure or premises which was lawful before the passage or amendment of flood plain regulations, but which is not in conformity with the provisions of these regulations may be continued subject to the following conditions:

1. No such structure or use shall be expanded, changed, enlarged or altered in a way which increases its nonconformity.

~~1.~~ ~~No such use or substantial improvement of that use shall be expanded, changed, enlarged, or altered in a way which increases its nonconformity.~~

~~2.~~2. If such use is discontinued for twelve (12) consecutive months, any future use of the building premises shall conform to this ordinance. ~~If such use is discontinued for three-hundred and sixty-five (365) calendar days, any future use of the building premises shall conform to these regulations.~~

~~3.~~3. Uses or adjuncts thereof, which are or become nuisances, shall not be entitled to continue as nonconforming uses.

5.18.22.02 If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty percent (50%) of the market value of the structure before the damage occurred except that if it is reconstructed in conformity with the provisions of these regulations. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, or safety codes or regulations.

5.18.23 PENALTIES FOR VIOLATION

Violation of the provisions of these regulations or failure to comply with any of its requirements, including violations of conditions and safeguards established in connection with grants of variances, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof, be fined not more than five hundred dollars ($500), and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.

Nothing herein contained shall prevent the City of La Vista, Nebraska, or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

5.18.24 AMENDMENTS

The regulations, restrictions, and boundaries set forth in these regulations may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided, however, that no such action shall be taken until after a public hearing in relation thereto, at which interested parties and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of La Vista, Nebraska. At least ten (10) days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the Federal Emergency Management Agency. The regulations of this ordinance are in compliance with the National Flood Insurance Program Regulations as published in Title 44 of the Code of Federal Regulations and the 1983 Nebraska Flood Plain Management Act.

5.18.25 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this ordinance its most reasonable application.

"Appeal" – A request for a review of the Building Inspector's interpretation of any provision of this ordinance or a request for a variance.

"Area of Shallow Flooding" – A designated AO or AH Zone on a Flood Insurance Rate Map (FIRM) with a one percent (1%) or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood Hazard" – The land in the flood plain within a community subject to one percent (1%) or greater chance of flooding in any given year.

"Base Flood" – The flood having one percent (1%) chance of being equaled or exceeded in any given year.

"Basement" – Any area of the building having its floor subgrade (below ground level) on all sides.

"Best Available Data" means any hydrologic and hydraulic studies which result in a base flood elevation, now or in the future, that is higher than that shown on the Effective FIRM or Effective FIS. Such study must be completed or approved by the Village/City/County or other government agency.

"Development" – Any man-made change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

"Existing Construction" (for the purpose of determining rates) – Structures for which the start of construction commenced before the effective date of the FIRM or before January 1, 1975, for FIRM's effective before that date. "Existing Construction" may also be referred to as "existing structures."

"Existing Manufactured Home Park or Subdivision" – A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an Existing Manufactured Home Park or Subdivision" – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and wither final site grading or the pouring of concrete pads.)

"Flood or Flooding" – A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) the overflow of inland waters; or

(2) the unusual and rapid accumulation of runoff of surface waters from any source.

"Flood Fringe" – That area of the floodplain, outside of the floodway, that on the average is likely to be flooded once every one-hundred (100) years, i.e. that has a one percent (1%) chance of flood occurrence in any one year.

"Flood Insurance Rate Map (FIRM)" or "Effective FIRM" – An official map of a community, on which the Flood Insurance Study has delineated the Flood Hazard Boundaries and the zones establishing insurance rates applicable to the community.

"Flood Insurance Study (FIS)" or "Effective FIS"– The official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

"Floodplain" – Any land area susceptible to being inundated by water from any source (see definition of "flooding".)

"Floodway" or "Regulatory Floodway" – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

"Freeboard" – A factor of safety usually expressed in feet above a flood level for purposes of flood plain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.

"Highest Adjacent Grade" – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Lowest Floor" – The lowest floor of the lowest enclosed area (including basement.) An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

"Manufactured Home" – A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

"Manufactured Home Park or Subdivision" – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"New Construction" – For floodplain management purposes, "new construction" means structures for which the "start of construction commenced on or after the effective date of the floodplain

management regulation adopted by a community and includes any subsequent improvements to such structures.

"New Manufactured Home Park or Subdivision" – A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

"Overlay District" – A district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

"Principally Above Ground" – At least fifty-one percent (51%) of the actual cash value of the structure is above ground.

"Recreational Vehicle" – A vehicle which is (1) built on a single chassis; (2) four hundred (400) square feet or less when measured at the largest horizontal projections; (3) designed to be self-propelled or permanently tow-able by a light duty truck; and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Special Flood Hazard Area" – The land in the floodplain within a community subject to one percent (1%) or greater chance of flooding in any given year.

"Start of Construction" (for other than new construction or substantial improvements under the coastal Barrier Resources Act, Pub. L. 97-348) – Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one-hundred and eighty (180) days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

"Structure" – A walled and roofed building that is principally above ground, as well as a manufactured home, and a gas or liquid storage tank that is principally above ground.

"Substantial Damage" – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

"Substantial Improvement" – Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or

(2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"Variances" – A grant of relief to a person from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance where specific enforcement would result in unnecessary hardship.

"Violation" – A failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

ITEM F

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2010 AGENDA

Subject:	Type:	Submitted By:
ZONING TEXT & MAP AMENDMENTS — ADDING 84TH STREET TO THE GATEWAY CORRIDOR OVERLAY DISTRICT	RESOLUTION ◆ ORDINANCE (2) RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

The public hearing was held on February 16, 2010, and Ordinance Nos. 1113 and 1114 were approved on First Reading for amendments to Section 5.17 of the Zoning Ordinance regarding the Gateway Corridor Overlay District, to add the 84th Street corridor to the geographic area of the district, and amend the Official Zoning Map. Second Reading of the ordinances was tabled pending additional information.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approve.

BACKGROUND

The public hearing was held on February 16, 2010 and Ordinance Nos. 1113 and 1114 were approved on First Reading for amendments to Section 5.17 of the Zoning Ordinance regarding the Gateway Corridor Overlay District, to add the 84th Street corridor to the geographic area of the district, and amend the Official Zoning Map. Second Reading of the ordinances was tabled pending additional information (see item 4 below).

The proposed amendments to the Section 5.17 of the Zoning Ordinance are intended to do the following:

1) Add language to Section 5.17.01, Intent, to more clearly identify that the regulations apply to multi-family, commercial and industrial building projects only (single family is excluded).
2) Add language to Section 5.17.03, Geographic Area, for the purpose of including the 84th Street corridor to the district.
3) Delete an unintentional duplication of the sub-area secondary overlay area description and delete a reference to an approximately one-quarter (1/4) mile boundary. The Official Zoning Map identifies the geographic boundary of the district.
4) Add language to Section 5.17.04, Criteria for Application, to identify that the regulations also apply to substantial redevelopment of existing buildings and include a definition of substantial redevelopment. Include language specific to substantial redevelopment of multi-family structures.

Attached is a red-lined copy of each page of the Zoning Ordinance with the proposed amendments, as well as a portion of the Official Zoning Map with the proposed boundary of the 84th Street corridor within the Gateway Corridor District.

The Planning Commission held a public hearing on January 21, 2010 and voted unanimously to recommend approval with revisions.

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ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONs 5.17.01, 5.17.03 AND 5.17.04 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 5.17.01, 5.17.03, AND 5.17.04 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Amendment of Sections 5.17.01, 5.17.03 and 5.17.04. Section 5.17.01, 5.17.03 and 5.17.04 of Ordinance No. 848 is hereby amended to read as follows:

5.17 GATEWAY CORRIDOR DISTRICT (OVERLAY DISTRICT):

5.17.01 Intent:

The City of La Vista has established basic site and building development criteria to be implemented within the boundaries of this overlay district *for all multi-family, industrial, and commercial building projects*. The Gateway Corridor District has been established in order to implement the policies developed in the Future Land Use Plan portion of the Comprehensive Development Plan. These criteria include, but are not limited to the following: landscaping, building material selection, lighting, and interior street development. The purpose for regulating these issues is to provide for a cohesive and properly developed entrance into the City of La Vista from the Interstate corridor. Guiding development in this manner promotes the general health, safety and welfare of the residents within the zoning jurisdiction of the City, by providing quality design and construction which will also aid in the protection of past and future investment in the corridor.

Within the Gateway Corridor Overlay District there is a sub-area secondary overlay centered on the intersection of 96th and Giles Road (see Official Zoning map). The purpose of this secondary overlay evolves around a partnership between the City of La Vista and Metropolitan Community College which have made a significant investment in the community with the new La Vista Public Library / MCC Sarpy Center. The City's desire is that this district be the standard of quality for all *multi-family, industrial, and commercial building* projects within this *geographically defined area*. See Section 5.17.06 for special design criteria for this sub-area. ***(Ordinance No. 1048, 10-2-07)***

5.17.03 Geographic Area:

The Gateway Corridor Overlay District extends generally *from 132nd Street to 108th Street and from Harrison Street to West Giles Road/Giles Road, roughly following close to West Giles Road, Giles Road, and Interstate 80, and along the 84th Street corridor from Harrison Street to Giles Road.* If a site is partially covered by said overlay district, then the entire portion of the site facing the Gateway Corridor is to be covered by these regulations. For a *geographically* defined area, see the Official Zoning Map. ***(Ordinance No. 1048, 10-2-07)***

The sub-area secondary overlay -area occurs within all developments that front on the 96th Street and Giles Road corridors including:

- Giles Road Corridor – from 90th Street to 108th Street.
- 96th Street Corridor – from Harrison Street to *Portal* Road

If a site is partially covered by said sub-area secondary overlay district, then the entire portion of the site facing 96th and/or Giles Road is to be covered by these regulations. See Section 5.17.06 for special design criteria for this geographic area. *For a geographically defined area, see the Official Zoning Map.* ***(Ordinance No. 1048, 10-2-07)***

5.17.04 Criteria for Application:

5.17.04.01 All developments consisting of more than one principal building, mixed-uses, multiple-pad development and/or similar shall be required to meet the zoning requirements for a Planned Unit Development (PUD). The PUD process and rezoning shall be in conjunction with Preliminary and Final Plat review and approval.

5.17.04.02 All developments consisting of one principal building with single or mixed uses shall comply with the design criteria of this section.

5.17.04.03 All substantial redevelopment of existing buildings shall comply with the design criteria of this section. Substantial redevelopment shall mean any reconstruction, rehabilitation, addition, or other improvement of a structure,

the cost of which equals or exceeds 50 percent of the market value of the structure before the start of the redevelopment. Multi-family structures damaged by fire or other environmental event may be reconstructed without adherence to the Gateway Corridor Overlay District regulations, provided that reconstruction activities involve less than 50% of the complex's structures.

SECTION 2. Repeal of Sections 5.17.01, 5.17.03, and 5.17.04 of Ordinance No. 848 as previously enacted are hereby repealed.

SECTION 3. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 4. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

SECTION 5. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

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ORDINANCE NO. _____

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

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

Section 1. Approval of Map Amendment. On January 21, 2010, the La Vista Planning Commission conducted a public hearing on the matter of adding the 84th Street corridor to the geographic area of the Gateway Corridor Overlay District as identified on the Official Zoning Map. On February 16, 2010, the City Council held a public hearing on said proposed amendment to the Official Zoning Map and found and determined that said proposed change is advisable and in the best interests of the City. The City Council further found and determined that public hearings were duly held and notices, including published notice, were duly given pursuant to Section 3.02.01 of the Zoning Ordinance. The City Council hereby approves said proposed amendment to the Official Zoning Map as set forth in Section 2 of this ordinance.

Section 2. Amendment of the Official Zoning Map. Pursuant to Article 3 of the Zoning Ordinance, the 84th Street corridor as shown on the attached Exhibit "A" is added to the Gateway Corridor Overlay District.

The amended version of the Official Zoning Map of the City of La Vista is hereby adopted and shall be signed by the Mayor, attested to by the City Clerk and shall bear the seal of the City under the following words:

> "This is to certify that this is the Official Zoning Map referred to in Article 3 Section 3.02 of Ordinance No. 848 of the City of La Vista, Nebraska"

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

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

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

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Section 5.17 GATEWAY CORRIDOR DISTRICT (OVERLAY DISTRICT)

5.17.01 Intent:

The City of La Vista has established basic site and building development criteria to be implemented within the boundaries of this overlay district *for all multi-family, industrial, and commercial building projects*. The Gateway Corridor District has been established in order to implement the policies developed in the Future Land Use Plan portion of the Comprehensive Development Plan. These criteria include, but are not limited to the following: landscaping, building material selection, lighting, and interior street development. The purpose for regulating these issues is to provide for a cohesive and properly developed entrance into the City of La Vista from the Interstate corridor. Guiding development in this manner promotes the general health, safety and welfare of the residents within the zoning jurisdiction of the City, by providing quality design and construction which will also aid in the protection of past and future investment in the corridor.

Within the Gateway Corridor Overlay District there is a sub-area secondary overlay centered on the intersection of 96th and Giles Road (see Official Zoning map). The purpose of this secondary overlay evolves around a partnership between the City of La Vista and Metropolitan Community College which have made a significant investment in the community with the new La Vista Public Library / MCC Sarpy Center. The City's desire is that this district be the standard of quality for all *multi-family, industrial, and commercial building* projects within this *geographically defined area.* See Section 5.17.06 for special design criteria for this sub-area. ***(Ordinance No. 1048, 10-2-07)***

5.17.02 Purpose:

The purpose of these criteria is to establish a checklist of those items that affect the physical aspect of La Vista's environment. Pertinent to appearance is the design of the site, building and structures, planting, signs, street hardware, and miscellaneous other objects that are observed by the public.

The criteria contained herein are not intended to restrict imagination, innovation or variety, but rather to assist in focusing on design principles that can result in creative solutions that will develop a satisfactory visual appearance within the city, preserve taxable values, and promote the public health, safety and welfare.

5.17.03 Geographic Area:

The Gateway Corridor Overlay District extends generally *from 132nd Street to 108th Street and from Harrison Street to West Giles Road/Giles Road, roughly following close to West Giles Road, Giles Road, and Interstate 80, and along the 84th Street Corridor from Harrison Street to Giles Road.* If a site is partially covered by said overlay district, then the entire portion of the site facing the Gateway Corridor is to be covered by these regulations. For a *geographically* defined area, see the Official Zoning Map. ***(Ordinance No. 1048, 10-2-07)***

The sub-area secondary overlay -area occurs within all developments that front on the 96th Street and Giles Road corridors including:

- Giles Road Corridor – from 90th Street to 108th Street.
- 96th Street Corridor – from Harrison Street to *Portal* Road

If a site is partially covered by said sub-area secondary overlay district, then the entire portion of the site facing 96th and/or Giles Road is to be covered by these regulations. See Section 5.17.06 for special design criteria for this geographic area. *For a geographically defined area, see the Official Zoning Map.* ***(Ordinance No. 1048, 10-2-07)***

5.17.04 Criteria for Application:

5.17.04.01 All developments consisting of more than one principal building, mixed-uses, multiple-pad development and/or similar shall be required to meet the zoning requirements for a Planned Unit Development (PUD). The PUD process and

rezoning shall be in conjunction with Preliminary and Final Plat review and approval.

5.17.04.02 All developments consisting of one principal building with single or mixed uses shall comply with the design criteria of this section.

5.17.04.03 *All substantial redevelopment of existing buildings shall comply with the design criteria of this section. Substantial redevelopment mean any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of the redevelopment. Multi-family structures damaged by fire or other environmental event may be reconstructed without adherence to the Gateway Corridor Overlay District regulations, provided that reconstruction activities involve less than 50% of the complex's structures and that structures reconstructed shall be compatible with the existing design of the complex.*

5.17.05 Criteria for Appearance

5.17.05.01 Relationship of Buildings to Site.

The site shall be planned to accomplish a desirable transition with the streetscape and to provide for adequate planting, safe pedestrian movement, and parking areas.

1. Site planning in which setbacks and yards are in excess of standard commercial zoning restrictions is encouraged to provide an interesting relationship between buildings.
2. Parking areas shall be treated with decorative elements, building wall extensions, plantings, berms, or other innovative means so as to screen parking areas from view from public ways.
3. Without restricting the permissible limits of the applicable zoning district, the height and scale of each building shall be compatible with its site and existing (or anticipated) adjoining buildings.
4. Newly installed utility services, and service revisions necessitated by exterior alterations, shall be underground.

5.17.05.02 Relationship of Buildings and Site to Adjoining Area (Outside Of Subdivision).

1. Adjacent buildings of different architectural styles shall be made compatible by such means as screens, sight breaks, and materials.
2. Attractive landscape transitions shall be designed to be compatible to adjoining properties.
3. Harmony in texture, lines, and masses is required. Monotony shall be avoided.

5.17.05.03 Landscape and Site Treatment.

Landscape elements included in these criteria consist of all forms of planting and vegetation, ground forms, rock groupings, water patterns, and all visible construction except buildings and utilitarian structures.

1. Where natural or existing topographic patterns contribute to beauty and utility of a development, they shall be preserved and developed. Modification to topography will be permitted where it contributes to good site design and development.
2. Grades of walks, parking spaces, terraces, and other paved areas shall provide an inviting and stable appearance for walking and, if seating is provided, for sitting.
3. Landscape treatments shall be provided to enhance architectural features, strengthen vistas and important axis, and provide shade. Spectacular effects shall be reserved for special locations only.
4. Unity of design shall be achieved by repetition of certain plant varieties and other materials and by correlation with adjacent developments.

5. Plant material shall be selected for interest in its structure, texture, and color and for its ultimate growth. Plants that are indigenous to the area and others that will be hardy, harmonious to the design, and of good appearance shall be used.
6. Parking areas and traffic ways shall be enhanced with landscaped spaces containing trees or tree groupings.
7. Screening of service yards and other places that tend to be unsightly shall be accomplished by use of walls, fencing, planting, or combinations of those. Screening shall be equally effective in winter and summer.
8. Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided. Lighting shall be designed to a standard that does not impact adjoining properties, especially residential areas.
9. All fencing within this Overlay shall not exceed six (6) feet in height.
10. Fencing within the District and as part of an Industrial Development may be required to be a solid fence.

5.17.05.04 Building Design.

1. Architectural design and style are not restricted, however architectural style should be consistent throughout the subdivision. See Gateway Corridor District Design Guideline Booklet for examples of developments considered meeting this concept. Evaluation of the appearance of a project shall be based on the quality of its design and relationship to surroundings.
2. Buildings shall have good scale and be in harmonious conformance with permanent neighboring development.
3. The primary building material of all portions of the structures shall be negotiated with the City, however, sample materials shall include but not be limited to materials of high quality, such as brick (clay), stucco, wood, glass, split faced concrete masonry units (CMU) with integrated color pigmentation and stone material native to Eastern Nebraska. The materials shall be similar and compatible throughout the entire development. The La Vista staff and design review architect may allow other primary building designs (of good architectural character i.e. CMU, poured-in-place concrete) for portions of the building not visible from public areas. Other secondary building materials shall have good architectural character and shall be selected for harmony of the building with adjoining buildings.
4. Materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways.
5. Materials shall be of durable quality.
6. In any design in which the structural frame is exposed to view, the structural materials shall be compatible within themselves and harmonious with their surroundings.
7. Building components, such as windows, doors, eaves and parapets, shall have good proportions and relationships to one another.
8. Colors shall be harmonious and shall use only compatible accents.
9. Colors shall be of "low reflectance, subtle, neutral, or earth tones" and shall not be of high-intensity or metallic colors unless the colors are true to the materials beings used.
10. Mechanical equipment or other utility hardware on roof, ground, or buildings shall be screened from public view with materials harmonious

with the building, or they shall be so located as not to be visible from any public ways.

11. Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be harmonious with building design.
12. Refuse and waste removal areas, service yards, storage yards, and exterior work areas shall be screened from view from public ways, using materials as stated in criteria for equipment screening.
13. Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form, and siting shall be used to provide visual interest. In multiple building projects, variable siting of individual buildings may be used to prevent a monotonous appearance.
14. Building orientation shall be toward an arterial street, unless it is demonstrated that this would not be feasible.

5.17.06 Sub-area Secondary Overlay

5.17.06.01 Special Criteria For Sub-area.

The criteria found in this section are intended to be supplemental to the design standards stated in previous sections of this Article. See section 5.17.02 and 5.17.03 for purpose and geographic area of the Sub-area.

5.17.06.02 Landscape And Site Treatment.

1. Unity of design shall be achieved by repetition of certain plant varieties and other materials and by correlation with adjacent developments. All projects need to use a minimum of the following listed plant varieties of the plants used at the La Vista Public Library / MCC Sarpy Center. See Gateway Corridor District Design Guideline Booklet for a listing of those plant materials.
   A. A minimum of two (2) species listed under the deciduous tree category.
   B. A minimum of one (1) species listed under the coniferous tree category.
   C. A minimum of one (1) species listed under the deciduous shrub category.
   D. A minimum of one (1) species listed under the coniferous shrub category.

2. Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Lighting standards and fixtures for the parking areas and drives within the commercial building area shall be similar in appearance and quality level as the light fixtures used at the La Vista Public Library / MCC Sarpy Center. See Gateway Corridor District Design Guideline Booklet for information on the required light fixture style. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided.

5.17.06.03 Building Design.

The primary building material of all portions of the building shall be brick (clay) with its color selected for harmony of the building with adjoining buildings within its subdivision. The La Vista staff and design review architect may allow other primary building designs (of good architectural character i.e. split faced concrete block) for portions of the building not visible from public areas (i.e. facades that back up to

landscape buffer between commercial buildings and residential). Other secondary building materials shall have good architectural character and shall be selected for harmony of the building with adjoining buildings.

5.17.07 Factors For Evaluation

The following factors and characteristics, which affect the appearance of a development, will govern the evaluation of a design submission:

5.17.07.01 Conformance of ordinances and the Building Design Criteria.
5.17.07.02 Logic of design.
5.17.07.03 Exterior space utilization.
5.17.07.04 Architectural character.
5.17.07.05 Attractiveness Material selection.
5.17.07.06 Harmony and compatibility.
5.17.07.07 Circulation-vehicular and pedestrian.
5.17.07.08 Maintenance aspects.

5.17.08 Process

5.17.08.01 Planned Unit Development (PUD) Application
All developments within the Gateway Corridor District shall be required to apply for rezoning under the criteria in Section 5.15 of this Ordinance.

5.17.08.02 Subdivision Approval
All Commercial Building projects within the city of La Vista need to receive Subdivision approval. As a condition of its subdivision approval, all commercial building projects within the required geographic region will have to comply with the Gateway Corridor District regulations and Gateway Corridor District Design Guideline Booklet. The Developer shall place maintenance provisions required by this section within all restrictive covenants.

5.17.08.03 Pre-application Conference:
A pre-application conference with city staff to give the applicant an opportunity to discuss plans before a great deal of time or money is expended.

5.17.08.04 Application for Design Review:
The applicant needs to fill out the "Application for Certificate of Approval" and submit it along with the required submittals. See Gateway Corridor District Design Guideline Booklet for a listing of required submittals.

5.17.08.05 Design Review:
The City of La Vista staff in association with the city design review architect will review the submittal documents for compliance with the Gateway Corridor District Design Guideline Booklet.

5.17.08.06 Certificate of Approval:
Upon a successful review the City of La Vista will issue to the applicant a Certificate of Approval. A copy of this will need to be included with the Building Permit documents in order to receive a Building Permit.

5.17.08.07 Appeals:

In the event where the Applicant, City staff and City design review architect cannot come to an agreement the applicant may appeal the decision by requesting an amendment to the Subdivision Agreement from the La Vista City Council.

5.17.08.08 Certificate of Occupancy Permit:
After the building permit is issued, all design requirements must be completed as approved in order for a Certificate of Occupancy to be issued.

5.17.08.10 Maintenance of Design requirements:
The Applicant needs to maintain the Design Requirements for the life of the project. In the event that they fail to do so the City may revoke the Occupancy Permit.

5.17.08.11 Fees:
Fees may apply to each individual step as established in the Master Fee Schedule.

ITEM G

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2010 AGENDA

Subject:	Type:	Submitted By:
FIREWORKS PERMITS	♦ RESOLUTIONS ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

Two resolutions have been prepared to approve the issuance of conditional 2010 retail fireworks sales permits. The first resolution establishes the number of permits the City will issue. The second resolution conditionally grants permits to the organizations approved by Council.

Applications have been received from:

- La Vista Youth Football and Cheerleading
- La Vista Area Chamber of Commerce
- La Vista Youth
- La Vista Lancers Soccer Club
- Monarchs Wrestling Club
- La Vista Youth Baseball Association
- Cornerstone Church, SBC

FISCAL IMPACT

A $2,500 permit fee is required of each applicant. Additionally, a tent permit fee of $150, and an explosive materials storage permit fee of $100 are required. The City has received a $500 application deposit and the additional required permit fees from each of the applicants. For each permit issued, the remaining $2,000 fireworks sales permit fee balance is due no later than noon on June 25, 2010.

RECOMMENDATION

All applicants have met the criteria as set forth in Municipal Code Section 111.17 and in the City Zoning regulations.

BACKGROUND

The Municipal Code Section 111.17 (A) states in part, that "Each year the City Council shall, by resolution, establish the maximum number of permits to be issued, however this number shall not in any event exceed six.

In September of 2006 a criteria/point system was created as part of the evaluation of the applications. There were no deductions to any of the applications based on this point system. Permits are subject to receipt of all appropriate application materials and compliance with recommendations made by City Staff.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ESTABLISHING THE MAXIMUM NUMBER OF FIREWORKS STANDS TO BE PERMITTED IN THE CITY OF LA VISTA FOR CALENDAR YEAR 2010.

WHEREAS, Section 111.17 and Section 111.18 of the Municipal Code establish criteria that must be met for the issuance of fireworks stand permits, and

WHEREAS, Section 111.17 (A) of the Municipal Code states in part that, "Each year the City Council shall, by resolution, establish the maximum number of permits to be issued."

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that the maximum number of fireworks stand permits to be issued in calendar year 2010 shall not exceed six (6).

BE IT FURTHER RESOLVED, that per Section 111.17 (C) (10) of the Municipal Code, permit holders shall provide the City of La Vista with a certificate of insurance for their fireworks stand in the type and amount outlined.

BE IT FURTHER RESOLVED, that the written statement of income and expenses, which is required by Section 111.17 (C) (3) of the Municipal Code, be detailed and provide the City with a breakdown of specific expenditures related to the fireworks operation, income from the sale of fireworks, net profit, and specific community betterment expenditures.

BE IT FURTHER RESOLVED, that the issuance of a fireworks permit is conditional upon compliance with the Municipal Code, the Zoning Ordinance, and any other applicable regulations.

PASSED AND APPROVED THIS 16 TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

K:\APPS\City Hall\10 FINAL RESOLUTIONS\10. Number of Fireworks Permits

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIREWORKS STAND PERMIT APPLICATION OF _____
_____, _____, _____, _____
_____, _____, and _____

WHEREAS, the City of La Vista requires City approval of the sale of fireworks within the City limits, and

WHEREAS, the guidelines for application and sale of fireworks in La Vista are specified in the La Vista Municipal Code, Section 111.17 and Section 111.18; and

WHEREAS, six (6) non-profit organizations have applied for permission to sell fireworks in the City of La Vista in conformance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and

WHEREAS, City staff has reviewed all applications received in 2010 for the purpose of determining which applications were compliant with the Municipal Code, the Zoning Ordinance or any other applicable regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby conditionally grant a permit to:

_____, _____, _____
_____, _____, _____, and _____
_____

to sell fireworks within the City of La Vista for the 2010 calendar year subject to receipt of all appropriate application materials and compliance with recommendations made by the Chief Building Official regarding their site plan; compliance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and attendance by an official of the nonprofit organization which applied for the permit at a meeting with City staff (date and time to be established).

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

2010 Fireworks Application Review

La Vista Youth Football and Cheerleading (20 points) (7302 Harrison Street)

- Police Chief stated that the site has been used in the past and concerns have been with access to the site. No traffic collisions reported last year at the sight. Concern with proximity of their tent to the La Vista Lancers Soccer Club tent.
- No complaints reported in 2009
- Building Official stated that a porta potty was identified but not shown on site map.
- Fire Chief did not state any concerns

La Vista Area Chamber of Commerce (20 points) (7200 So. 84th Street – Mortgage Express)

- Police Chief had no concerns with the proposed site.
- No complaints reported in 2009.
- Building Official stated that it is mandatory the sign on the trailer can be no larger than 32 square feet.
- Fire Chief did not state any concerns

La Vista Youth (20 points) (8011 S 83rd Street)

- Police Chief had no concerns with the proposed site.
- No complaints reported in 2009.
- Building Official stated the storage trailer must be a minimum of 25 feet from the tent and the 8'x30' foot banner on the site map cannot be more that 32 square feet.
- Fire Chief did not state any concerns

La Vista Lancers Soccer Club (20 points) (7302 Harrison Street)

- Police Chief stated the site has been used in the past and concerns have been with access to the site. No traffic collisions were reported last year at the site. He is concerned with proximity of the tent to the La Vista Youth Football tent.
- No complaints reported in 2009.
- Building Official did not state any concerns.
- Fire Chief did not state any concerns

Monarchs Wrestling Club (20 points) (8110 So. 84th Street – Brentwood Square)

- Police Chief had no concerns with the proposed site.
- No complaints reported in 2009 when the application was under the La Vista Vipers Wrestling Club.
- Building Official stated that it is mandatory they must keep signage off of the 84th Street Right-of-Way and maintain all required setbacks. The maximum size of the signs cannot be more that 32 square feet.
- Fire Chief did not state any concerns

La Vista Youth Baseball Association (20 points) (96th & Giles Road)

- Police Chief had no concerns with the proposed site.
- No complaints reported in 2009.
- Building Official stated that parking needs some sort of surfacing – gravel/rock.
- Building Official stated that they need a 25' setback between storage trailers and any other structure.
- Fire Chief did not state any concerns

Cornerstone Church (20 points) (96th and Harrison)

- Did not sell fireworks in La Vista previous to this year.
- Police Chief had no concerns with the proposed site.
- Building Official stated that the proposed strobe lights are prohibited.
- Building Official stated that it is maximum size for temporary signs are 32 square feet.
- Fire Chief did not state any concerns

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION
SALE OF PERMISSIBLE FIREWORKS

Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization LaVista Youth Football + cheerleading Today's Date 12/16/09

Street Address 8101 Marisa Ln.

City LaVista State NE Zip 68128

Contact Person Steve Ashby Phone (daytime) 510-9152 (evening) _____

APPLICANT READ

This permit application is used by the City Council to evaluate your organization's qualifications for a Fireworks Permit. Please answer all questions completely and accurately. Failure to submit the application pursuant to the deadlines contained herein or submission of an incomplete application may result in denial of a permit. The City is not responsible for determining whether your application is complete at the time of submission nor will you be allowed to submit additional information after the deadlines noted herein.

To be eligible for City Council review, each application submittal must include the following in one packet:

- ✓ Completed Permit Application Form and a $500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, $400 of this fee will be refunded to your organization. If you are issued a permit, the remaining amount of the permit application fee as established in the Master Fee Ordinance will be due and payable to the City of La Vista no later than noon on June 25 of the permit year to receive permit.

- ✓ A site plan on 8 ½ " x 11" paper which details the dimensions, location and distance between all proposed components of your group's fireworks stand (including but not limited to: tent, storage, garbage, portable restrooms, signs, parking, etc.) The site plan must be neat and legible, with an attempt made to show components as close to scale as possible.

- ✓ A signed statement from the land-owner where your proposed fireworks sales will occur, granting permission to your organization to utilize the property (written permission from retail store managers is not acceptable).

- ✓ The City of La Vista's *Accessory and Light Remodeling Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for your tent (please note, no more than one tent is allowed). Your permit must note the proposed date and time of your site set up. Please contact the Chief Building Official for assistance in completing this permit. If your permit application is denied, this fee will be refunded.

- ✓ The City of La Vista's *Sign Permit* and the permit application fee per sign (maximum of four), as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for any and all temporary signage. (The size and location of signs must be in compliance with the City's zoning regulations regarding temporary signs.) Please contact the Chief Building Official for assistance in completing this permit. If your permit is denied, this fee will be refunded.

- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the

Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, $100 of this fee is refunded to your organization.

- ✓ A signed City of La Vista *Statement of Proposed Community Betterment Expenditures* from your organization describing in detail how net proceeds from the sale of fireworks will be used for Community Betterment in the City of La Vista must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).

- ✓ If your organization has held a permit in any of the three (3) years preceding this application, a City of La Vista *Statement of Annual Income for Fireworks Sales* must be completed for each of the three years and received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).

- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year an insurance certificate meeting the requirements outlined in City Code.

- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year, the balance of the permit fee in the amount of $2,000 and a State Fire Marshal Certificate meeting the requirements outlined in City Code.

CERTIFICATION AND RELEASE

I certify that I have read and understand the "Applicant Read" paragraph on page one of this permit application and that all information, statements, materials and permits submitted as a part of this Permit Application are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use or sales of illegal fireworks is prohibited. I hereby further provide written assurance that this organization will file a certificate of insurance issued by an insurance company in good standing, authorized to do business in Nebraska, providing liability insurance in the amounts and for the coverages required by the City Council. I understand this certificate of insurance is a condition of issuance of the permit.

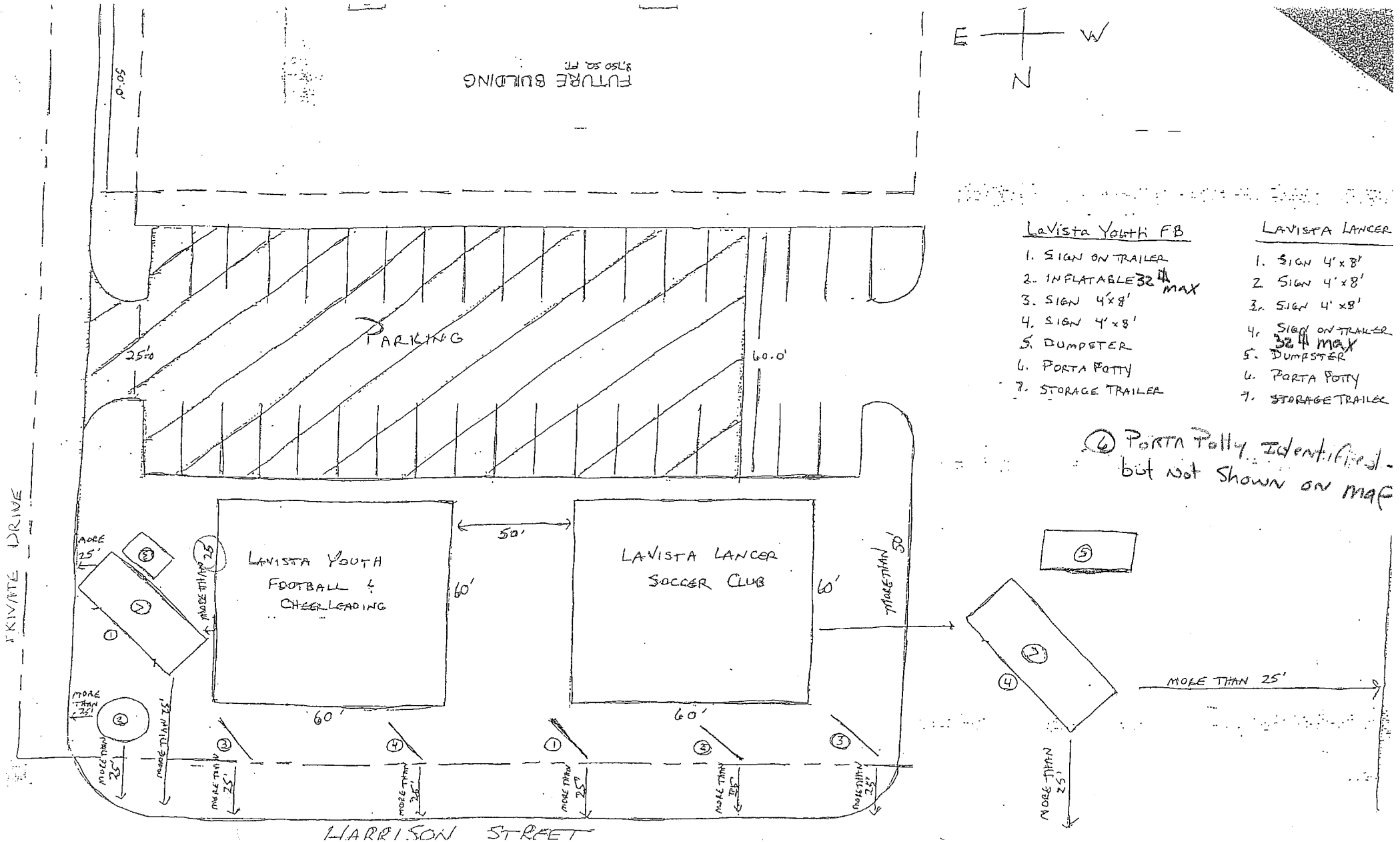
Signature and Title of Organization Official

Steve Ashby
Printed Name of Organization Official

FOR CITY HALL USE ONLY

Date Received: _____ **Received by:** _____

- ☐ $500 permit application deposit fee.
- ☐ Site Plan.
- ☐ A written statement of permission from the land-owner.
- ☐ The City of La Vista's *Accessory and Light Remodeling Permit* and $150 permit application fee for Tent.
- ☐ The City of La Vista's *Sign Permit* application (maximum of four signs) and applicable fee.
- ☐ The City of La Vista's *Explosive Materials Storage Permit* and $100 permit application fee.
- ☐ Statement of Proposed Community Betterment Expenditures.
- ☐ Three *Statements of Annual Income for Fireworks Sales.*
- ☐ Insurance certificate (due by 12:00 noon on June 25th).
- ☐ State Fire Marshal Certificate (due by 12:00 noon on June 25th).
- ☐ $2,000 Permit Fee Balance (due by 12:00 noon on June 25th).



LaVista Youth FB

1. SIGN ON TRAILER
2. INFLATABLE 32 ft MAX
3. SIGN 4'x8'
4. SIGN 4'x8'
5. DUMPSTER
6. PORTA POTTY
7. STORAGE TRAILER

LAVISTA LANCER

1. SIGN 4'x8'
2. SIGN 4'x8'
3. SIGN 4'x8'
4. SIGN ON TRAILER 32 ft max
5. DUMPSTER
6. PORTA POTTY
7. ~~STORAGE TRAILER~~

(6) Porta Potty Identified - but not shown on map

Bellino Properties

501 Olson Drive, Suite 210 Papillion, NE 68046 Phone: 402-935-1916 Fax: 402-339-9001

PERMISSION TO OCCUPY

I hereby give La Vista Youth Football & Cheerleading permission to occupy my property at 73rd & Harrison Street, La Vista, Nebraska, to operate a retail fireworks stand from June 20th through July 6th.

Don Bellino

Don Bellino, Owner
Bellino Harrison Street Property, LLC

City of La Vista

Light Remodeling and Accessory Permit Application

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-331-4343 Fax: 402-331-4375

The city is not responsible for permits taken out that were not allowable within your particular subdivision. We suggest that you consult your subdivision covenants before applying for permits.

**** 2003 IRC (Int'l Residential Code) - Adopted Feb. 13, 2006****

Date of Application 12/8/09 Mail Permit to: (circle) Contractor Owner: Permit # _____

Project Address: 7302 Harrison St.

Lot Number: 4 Subdivision Schaefer's 1st Addition Is this a rental property: Yes No

Print Applicant Name/Address: Rick Richt / LaVista Lancers Soccer Club
7821 S. 71st Ave, LaVista, NE 68128 Phone #: 292-9894

Print Owner Name/Address: Bellino Harrison street property LLC
501 Olson Dr. Suite 310 Papillion NE 68046 Phone #: 935-1916

Print Contractor Name/Address: Same as Applicant
Phone #: _____

CALL BEFORE YOU DIG! UNDERGROUND HOT LINE 344-3565

FENCE:

Height: _____ Type: _____ Location: _____ Est.Materials: $ _____ **Fee:$**

- **Site plan required showing fence location, type and height**
- **Fence posts must be set in concrete 24" minimum depth for wood and chain link**
- **Fence location on or into *fence owners* property (may require survey).**
- **All wood pickets or boards to face to the outside**
- **Front yard fences need to be 12-1/2' from curb & no more than 4' high—open picket, split rail & chain link(2003 IRC)**
- **Sideyard fences, on a corner lot, need to be 12-1/2' from the curb or off the right of way**

SHED:

Height: _____ Type: _____ Location: _____ Est.Materials: $ _____ **Fee:$**

- **Site plan of property required showing shed location and spacing**
- **Shed MUST BE located a minimum of 5 feet from the rear and side property line/s.**
- **Concrete slab shed floor to have 1/2" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie-down**
- **Wood floors of sheds must be provided with 4 shed tie-downs anchors to meet city code**
- **Maximum shed height 17', or less if restricted by local governing covenants (15').**
- **Shed MUST BE located a minimum of 6'0" from any structure, or fire proofed to meet city code.**

DECK:

Type: _____ Location: _____ Est. Materials: $ _____ **Fee:$**

- **Site plan of property showing house and deck location and size**
- **Deck drawing required showing the following:**
  - **a. Over-all deck size and stair location**
  - **b. Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.**
  - **c. Decks must be 6 feet from any other detached structure**
  - **d. Post hole locations require 42" deep frost footings when attached to the house**
  - **e. Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"**
  - **f. Indicate wood joist sizes and spacing measurement**
  - **g. Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)**
  - **h. Galvanized joist hangers at ledger beam**
  - **i. Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart**
  - **j. Stair detail as provided by City**
  - **k. *Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.***

CURB-CUT / DRIVEWAYS / SIDEWALK

Curb Cut Length: _____ Driveway Width: _____ Driveway Length: _____

Sidewalk Length: _____ Concrete Depth: _____ **Fee:$**

Driveways must meet specifications of City Code & MUST be inspected before pouring

OTHER ACCESSORY PROJECTS

Describe Project: Tent

Length: 60' Width 60' # Door/s: _____ # Window/s: _____

Etc: set up 6/30/10 ; Teardown 7/5/10 **Fee:$** 150.00

Total of all FEES DUE: $ 150.00

Applicant certifies that this information has been read, understood and that projects will be constructed in compliance with all city ordinances; that all information is correct; and, that inspections will be requested.

Please phone 24 hours in advance for a final on all projects and any other inspections as noted above.

Signature of Applicant: Richard P. Richt **Date:** 12/23/09

Approved By City Official: _____ **Permit Clerk** _____

Date of Approval: _____

CITY OF LA VISTA

8116 Park View Boulevard
La Vista, NE 68128
(402) 331-4343

SIGN PERMIT APPLICATION

Attached to this application must be:

- A detailed drawing showing the layout, dimensions (including square feet), colors, and materials of the proposed sign(s).
- A building elevation showing the location of the sign and the dimensions of the business facade/wall on which the sign is located (Wall Signs ONLY)
- A plot plan of the site showing the location of the sign(s) relative to the property lines (ground monument, center ID, master signage plan, common signage plan). A Master Signage Plan or Common Signage Plan is required for any zoned lot on which an owner proposes to erect more than one sign requiring a permit.

Incomplete applications or applications without adequate drawings will cause a delay in the processing of your application.

Street Address of Sign Location: 73rd & Harrison St

Name of Development Schaefers 1st Addition

Applicant Information

Company Name: LaVista Lancers Soccer Club Contact: Rich Richt

Address: 7821 S 71st Ave City: LaVista State NE Zip 68128

Phone: 292-9894 Fax: _____ E-mail: _____

Business/Organization (that is the subject of the sign)

Company Name: Same above Contact: _____

Address: _____ City: _____ State ____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Sign Type

__ Wall __ Monument __ Center Identification __ Construction __ Subdivision Sign ✓ Temporary sign

__ Master Signage Plan __ Common Signage Plan __ Other, please indicate _____

Message on Sign(s): Fireworks Sales

Dates of sign/s display: 6-24-10 – 7-4-10

Illumination: ✓ None __ Internal __ External If yes, describe _____

Estimated cost of sign(s): $65.00/sign Are any existing signs at this location to remain? ✓ Yes __ No

Total number and types of signs at this business location One "For Lease" Sign

Is the location for this sign part of a shopping center, office park, or industrial park? __ Yes ✓ No

If yes, describe and name: _____

Sign Size

Total 4 signs as noted in site plan

Sign width 4' Sign length 8' Total square feet 32 Height from grade to top of sign 6' ft.

Setback from nearest property line 25 ft.

(Wall Signs)

Business facade width _____ ft. Height _____ ft. Total business facade area _____ sq. ft.

Side of Building ___North ___South ___East ___ West Number of sides lot/bay abutting street _____

Applicant's Signature

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

Richard P. Richt
(Signature of Applicant)

12/23/09
(Date)

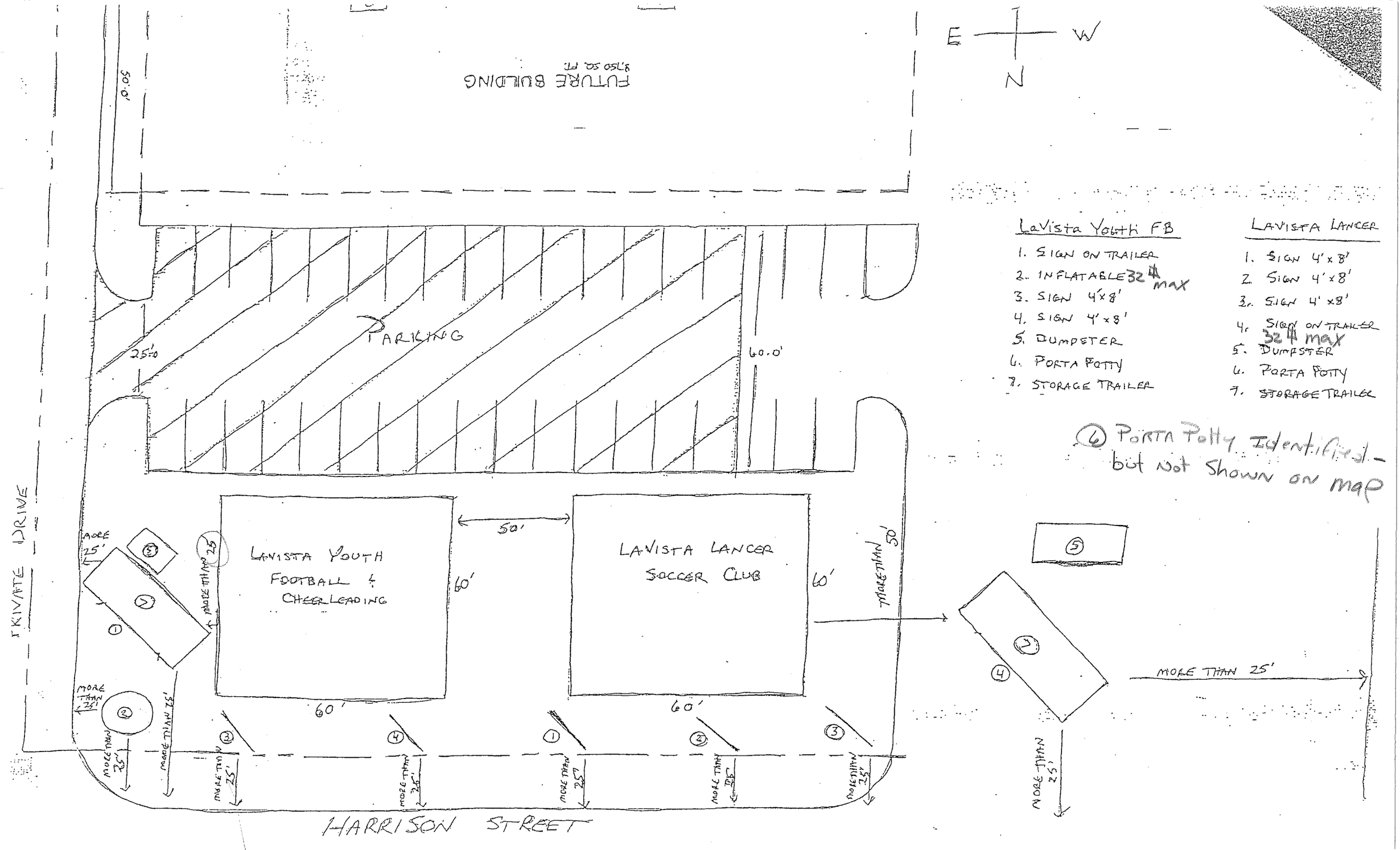
Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

____Approved ____Disapproved By: _____ Date _____

Reason(s) for disapproval _____


E
W
N
FUTURE BUILDING
9,750 SQ. FT.
50.0'
PARKING
25'-0
60.0'
LaVista Youth FB
1. SIGN ON TRAILER
2. INFLATABLE 32 ft MAX
3. SIGN 4'x8'
4. SIGN 4'x8'
5. DUMPSTER
6. PORTA POTTY
7. STORAGE TRAILER
LAVISTA LANCER
1. SIGN 4'x8'
2. SIGN 4'x8'
3. SIGN 4'x8'
4. SIGN ON TRAILER 32 ft max
5. DUMPSTER
6. PORTA POTTY
7. STORAGE TRAILER
6 Porta Potty Identified - but not shown on map
PRIVATE DRIVE
LAVISTA YOUTH FOOTBALL & CHEERLEADING
LAVISTA LANCER SOCCER CLUB
50'
60'
60'
60'
60'
MORE THAN 25'
MORE THAN 50'
MORE THAN 25'
HARRISON STREET

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE

Pursuant to §91.46 of the La Vista Municipal Code any person desiring to store or keep for any period of time explosive materials defined in Neb. RS 28-1213, shall file with the City Clerk an application for an explosive material storage permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant Steve Ashby Today's Date 12/16/09

Age of Applicant Over Age 25

Street Address 8101 marisu Ln / 7310 Josephine ct

City La Vista State NE Zip 68128

Phone (daytime) 570-9152 (evening) _____

Name of Employer Controlled Comfort

Street Address of Employer 11701 centerial rd.

City La Vista State NE Zip 68117

Have you been instructed in the use of Explosives ☐ yes ☒ no will be 6/2010

If yes, by whom? The distributor

What type of instruction sales, safety & storage

Date of instruction 6/2010 Length of time of instruction 2 hours

List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done

1 year experience sales class "C" consumer fireworks

Safety of class "C" fireworks (consumer)

storage of class "C" fireworks (consumer)

List the type of explosives you have been trained on and used _____

Class "C" consumer fireworks (training 7/2010

Enclose copies of any training certificate, explosive permits from other states or other pertinent documentation.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Signature of Applicant

Steve Ashby
Printed Name of Applicant

FOR CITY HALL USE ONLY

Date Received: _____ **Received by:** _____

☐ $100 permit application fee.

CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization LaVista Youth Football and Cheerleading

LaVista Youth Football and cheerleading Association enjoyed participation by over 80 local youths this year. They ranged in age from Eight to fourteen. and was headed by a dedicated, local, all volunteer staff. our organization prides itself on the guidance and skills it provides to those who participate. Community betterment and team concept are mainstays of our philosuphy. we enjoyed participation in local events such as the annual Easter egg hunt and the adopt-a-family for christmas progrems.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Signature of Organization Official

Steve Ashby
Printed Name of Organization Official

President
Title of Organization Official

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2009

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization LaVista Youth Football & cheerleading

Annual Income

Gross Fireworks Sales	102,424.03

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	53,190.15
State Sales Tax	6,700.64
Permit Fees: Local	2,870.00
State	25.00
Insurance	2,144.73
Rent or Lease Expenses	6,000.00
Advertising	2,785.05
Miscellaneous (please describe) Tent →	2,278.01
• Utilities, usage & installation Lights, Electrical & Phone	2573.69
• Registers, Tabels, creditcard machines, Fire safety, & other equipment	4861.40
• product shrink, Bad checks or Credit cards, Discounts Given to members	4432.45
• Security	1,000.00
Total Expenses	84,984.35
Net Proceeds (profits)	17,519.68

♦♦♦♦♦♦

Permit Year 2010

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
10/6	1046 - Coaches shirts	N/A	198.00
10/21	1047 - Team apparel	N/A	746.00
10/1	1061 - Uniforms	N/A	7,094.68
10/3	1048 - mick koury season awards	La Vista	80.00
11/6	1049 - Team Bowling party 1050	La Vista	342.00
11/13	1051 - Anderson Awards - Trophies plaques		1346.00
11/13	1052 September Bowling party supplies 1053 and expenses	La Vista	307.72
11/13	1054 Team Banquet - food + supplies 1055 1056	Lavista	856.37

Total Community Betterment Expenditures 10,970.77

Please detail costs associated with projects and/or events.

Permit Year 2010

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
12/10	1060 - Christmas Families	Levista	1137.33
			1137.33

Total Community Betterment Expenditures 12,108.03

Please detail costs associated with projects and/or events.

Permit Year 2010

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Signature of Organization Official

Steve Ashby
Printed Name of Organization Official

President
Title of Organization Official

Signature of Organization Official

Printed Name of Organization Official

Title of Organization Official

Permit Year 2009

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2008

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Youth Football & Cheerleading

Annual Income

Gross Fireworks Sales	$105,476.15

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	$53,292.84
State Sales Tax	$6,900.31
Permit Fees: Local	$2,870.00
State	$25.00
Insurance	$1,949.76
Rent or Lease Expenses	$6,000.00
Advertising	$2,531.87
Miscellaneous (please describe) Tent →	$2,927.52
• Utilities Usage & Installation - Lights, Electrical & Phone	$2,339.72
• Fire Safety & Other Equipment Registers, Tables, Credit Card Machines,	$4,419.46
• Cards, Discounts Given to members Product Shrink, Bad Checks or Credit	$4,029.50
• Security	$1,000.00
Total Expenses	$88,285.98
Net Proceeds (profits)	$17,190.17

♦♦♦♦♦♦

La Vista Football and Cheerleading Association Statement of Community Betterment and Financial Report 2008

The La Vista Youth Football and Cheerleading Association had 170 Youth participating in the program this year. The boys and girls ranged in age from six to fourteen. This year the program had 37 volunteers that helped by coaching or serving on the board.

The Football and Cheerleading Association was able to provide rosters with each child's name and team schedule for each family to hand out during opening ceremonies in early September. The cost of these booklets was approximately $50. We will continue to provide these rosters and schedules to families in 2009.

Approximately $11,600 was spent on new uniforms for the tackle football teams. The new uniforms included 120 jersey and pants, 120 belts, and 100 pair of socks. All youth participating in the program, and the program itself, benefit from this purchase by keeping the program up to date and competitive with what other programs are offering their youth. The old uniforms will be donated to another program that is in need of uniforms due to lack of funds in order to provide for their own.

An estimate of $800 was spent on new warm up pants, turtlenecks, and bags for the cheerleaders. Approximately, $165 was used to provide 3 boom boxes for the girls as well. And as done annually, bloomers were purchased to eliminate this added expense for the families.

The club also spent approximately $950 on a special "Homecoming Day" event. Some of the events of the day included rental of scaffolding, a helium tank for balloons, and a live DJ with music and an announcer to call the plays of the game and the players' names. The day also included raffle prizes, which showed to be a great crowd-participating event. This Homecoming event has been a tradition that the families and youth have come to enjoy. We hope to continue the tradition in 2009.

Approximately $1000 was spent on additional items for players and volunteers. Shirts for kids, and shirts, hats, and wind jackets for the volunteer coaches and cheerleading coaches were also purchased. The club was excited to provide these items to the people in the community who willingly volunteer so many hours to working with the youth of La Vista. The club spent $600 on entry fees for the Papillion Tournament. The kids were able to play two games. Some games were played at the High School Stadium located at Papillion La Vista South. The kids enjoyed the experience of playing at the stadium.

An End-of-Season Banquet provided all players, cheerleaders, and coaches, and families with a day of celebration. Players and Cheerleaders were presented with trophies. All coaches were presented with plaques and team pictures. The club spent approximately $2050 for the entire banquet, including food, snacks, and drinks.

The football and cheerleading club also continues to support other programs and events for children in La Vista. This year $300 was spent on candy and miscellaneous items for the Easter Egg Hunt. This year the club participated in the adopt-a-family program for Christmas by donating over $800 worth of gifts and food for a family in need.

We look forward to another successful year in 2009!

Respectfully,

Randy Anderson
President, 2008 & 2009

Michelle L Hough
Michelle Hough
Secretary, 2008 & 2009

Permit Year 2009

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
9/08	Opening ceremonies; 170 players & cheerleaders, plus coaches and families	Sports complex	$50.00
9/08	New uniforms; 120 jerseys & pants, 120 belts, 100 pairs of socks (for tackle football teams)	N/A	$11,600.00
9/08	New warm-up pants turtlenecks & bags for cheerleaders	N/A	$800.00
9/08	3 boom boxes for cheerleaders	N/A	$165.00
10/08	Homecoming; 170 players & cheerleaders, plus	Sports complex	$950.00
9/08 – 11/08	coaches and families Items/clothing for players, coaches volunteers (shirts, hats, and wind jackets)	N/A	$1,000.00
11/08	Tournament; 170 players & cheerleaders, plus coaches	Papillion	$600.00
11/08	Banquet; trophies for 170 players & cheerleaders, plaques & team pictures for coaches, food/drinks	Community Center	$2,050.00
3/08	Easter Egg Hunt; La Vista Youth	Community Center	$300.00
12/08	Adopt-a-family Christmas project	N/A	$800.00

Total Community Betterment Expenditures $18,315.00

Please detail costs associated with projects and/or events.

Permit Year 2008

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2007

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Youth Football Cheerleading

	2007
Annual Income	
Gross Fireworks Sales	$ 113,029.80
Expenses	
Cost of Wholesale Fireworks	$ 60,812.71
State and City Sales Tax	$ 7,394.47
Local License / Permit Fees	$ 2,870.00
State License / Permit Fees	$ 25.00
Insurance	$ 1,695.45
Rental / Lease Expenses	$ 6,000.00
Advertising / Marketing	$ 2,373.63
Miscellaneous	
Tent	$ 2,850.00
Utilities, Usage, and Installation	
Lights, Electrical, and Phone	$ 2,034.54
Registers, Tables, Credit Card Machines,	
Fire Safety and Other Equipment	$ 3,843.01
Product Shrink, Bad Checks, or Credit Cards	
Discounts Given to Members	$ -3,503.92
Security	$ 1,000.00
TOTAL EXPENSES	$ 94,402.73
NET PROCEEDS (profits)	$ 18,627.07

La Vista Football and Cheerleading Association Statement of Community Betterment and Financial Report 2007

The La Vista Youth Football and Cheerleading Association had 163 Youth participating in the program this year. The boys and girls ranged in age from six to fourteen. This year the program had 58 volunteers that helped by coaching or serving on the board.

The Football and Cheerleading Association was able to provide a pool party for all youth and their families as a "kickoff" event. A huge swimming party included free hotdogs, pop, cotton candy, and snow cones for everyone. It was a huge success, bringing together lots of people from the community. The cost of the party was $558. We look forward to hosting another event in 2008.

The football club provided rosters with each child's name and team schedule for each family to hand out during the opening ceremonies in early September. The cost of these booklets was approximately $114. We will continue to provide these rosters and schedules to families in 2008.

Approximately $950 was spent on a special "Homecoming" day. All youth participating in the program benefited from this fun-filled day. Some of the special events of the day included rental of a generator and a sound system that allowed players to have the game announced and to run onto the field as their names were read. It also gave the cheerleaders a special opportunity to perform a dance routine to music at half-time. The day also included balloons for the kids (family members of the players and cheerleaders), prizes, a pop bottle toss, and a lot of fun! This has

been a tradition that the families and the youth have come to enjoy. We hope to provide this fun day again in 2008.

This past year, we were able to offer scholarships to 21 boys and girls who were not eligible to receive scholarships through the recreation department. An incentive was offered to all families who volunteered for the main fund-raiser. Over $775 was provided in scholarships to these families. It was great to see so many youth and their families volunteering this year. The club hopes to offer this same incentive in 2008.

The football club was able to provide over $11,000 in new equipment for the Recreation Department this year! Equipment purchased this past year included 2 new tackle sleds, 2 footwork ropes, stakes and flags to designate "player only" areas, water bottles and carriers, first-aid kits and ice packs. The club was also able to purchase a number of uniforms for the recreation department. 25 Helmets, 40 Practice pants, 40 Game pants, 60 Jerseys, 2 Cheerleading outfits, and 50 cheerleading jackets were purchased this year. The club hopes to continue replacing uniforms and enhancing the program with new equipment as needed in 2008.

Approximately $3000 was spent on additional items for players and volunteers. The football club was once again able to provide all players with socks, and cheerleaders with bloomers. We were happy to eliminate this added expense for the families. Shirts for kids, and shirts, hats, and wind jackets for volunteer coaches and cheerleading coaches were also purchased. The club was excited to provide these items to the people in the community who willingly volunteer so many hours to working with the youth of La Vista.

$1200 was spent on entry fees for a tournament in Papillion. The kids were able to play two or three games. Some of these games were played at the High School Stadium located at Papillion La Vista South. The kids enjoyed the experience of playing at the stadium. The cheerleaders were even able to utilize the sound system to perform at half-time.

An pizza party and banquet at the end of the season provided all players, cheerleaders, coaches, and families with a day of celebration. Players and Cheerleaders were presented with trophies. Coaches and Cheerleading coaches were presented with plaques and team pictures. The football club paid the entire expense for the trophies, not asking for partial reimbursement from the recreation department as allowed. In 2008, the club plans to again provide this fun day for the kids and volunteers.

The football and cheerleading club also continues to support other programs and events for children in La Vista. This year over $500 was spent on candy for the Halloween event at the community center and the Easter Egg Hunt. The club plans to contribute to these events again in 2008. This year at Christmas, the club participated in an adopt-a-family program, donating over $600 worth of gifts for a family in need.

Respectfully Submitted:

Laura Carlow
President, 2007

Randy Anderson
President, 2008

Annual Expenditures of Net Proceeds

Permit Year 2008

Date	Project Description or Event & who participated	Location	Cost
8/26/07	Pool Party; 163 players and cheerleaders, coaches, and families	Pool	$558
9/16/07	Opening ceremonies; 163 players and cheerleaders, coaches, and families	Sports complex	$114
10/21/07	Homecoming:163 players and cheerleaders, coaches, and families	Sports complex	$950
8/07	Scholarships; 21 players and cheerleaders	N/A	$775
9/07-11/07	Equipment and uniforms for Recreation Department	Community Center	$11,000
9/07-11/07	Socks for players, bloomers for cheerleaders, shirts, hats, jackets for volunteers	N/A	$3000
11/07	Tournament; 163 players and cheerleaders, coaches	Papillion	$1200
11/11/07	Banquet; trophies for 163 players and cheerleaders, Plaques and team pictures for coaches; Pizza Party for Players, families, coaches, etc.	Community Center	$2100
4/07	Easter Egg Hunt: La Vista Youth	City Park	$250
10/07	Halloween Candy ; La Vista Youth	Community Center	$250
12/07	Adopt-a- family Christmas Project	N/A	$650

Total Community Betterment Expenditures for 2007

$20,847

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2009

PRODUCER Phone: 440-248-4711 Fax: 440-248-5406
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Bellino Fireworks Inc
501 Olson Drive, St 210
Papillion NE 68046

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		**GENERAL LIABILITY**	5379100-02	5/4/2010	5/4/2011	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [X] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS					
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Location: 7302 Harrison St. LaVista Ne.
Lot 5 Schaefer's 1st Addition
Additional Insured:
City of LaVista Ne.
LaVista Youth Football & Cheerleading
Bellino Harrison Street Property LLC
Donald J. & Valerie R. Bellino

CERTIFICATE HOLDER

Bellino Fireworks Inc.
501 Olson Drive Suite 210
Papillion NE 68046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Nebraska State Fire Marshal's Online Fireworks License Application

APPLICATION COMPLETE:

Click here to print your receipt

Your application has been completed.
Upon approval, you will receive your permit within the next 14 business days.

Please print this page as a record of your request and payment.

Need the Rules for Retail Sales of Fireworks?

** This is not a license **

Your Pending Application Order Verification Number Is: 115696

To make a change to your application, please call (402) 471-2011

PRICE TOTAL:

1 Retail Stand(s) @ $25.00 per stand: $	**25.00**
Total: $	**25.00**

LaVista Youth Football

NEBRASKA STATE FIRE MARSHAL

246 South 14th Street
Lincoln. NE 68508-1804

LICENSE FOR SALE OF FIREWORKS

Permissible fireworks may be sold at retail commencing 12:01 AM June 25 and ending 11:59 PM July 4 and must be purchased from a licensed distributor or jobber. A jobber may not sell retail. Invoice copies for all fireworks must be kept available for inspection and must show the license number of the distributor or jobber. Fireworks may not be sold outside the city limits of an incorporated town or village. Violations of State Fire Marshal regulations may result in immediate revocation of this license.

LICENSE GOOD ONLY FOR JUNE 25 - JULY 4 OF YEAR LICENSE ISSUED

This copy signed, dated and numbered by the STATE FIRE MARSHAL constitutes issuance of a LICENSE pursuant to the provisions of Nebraska Revised Statute 28-1246 (1994 Supp.). Such license shall be displayed at licensee's place of business.

DATE RECEIVED:
1/13/2010

All regulations can be found at our website: http://www.sfm.ne.gov.

TYPE OF LICENSE AND FEE:
RETAILER $25

LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:
Stand#: 2010-RP-115696-718-RL-001
7302 HARRISON ST
LAVISTA

COUNTY
SARPY

STORAGE LOCATION:
7302 HARRISON ST
LAVISTA

SARPY

DISTRIBUTOR(S)/JOBBERS:
BELLINO FIREWORKS INC

SALES TAX NUMBER:
057853408

DATE ISSUED:
1/25/2010

John E Falgione
STATE FIRE MARSHAL

LICENSE HOLDER:
LAVISTA YOUTH FOOTBALL AND CHEERLEADING
501 OLSON DRIVE SUITE 210

PAPILLION NE 68046-

LICENSE NUMBER
2010-RP-115696-718

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION
SALE OF PERMISSIBLE FIREWORKS

Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista area Chamber of Commerce Today's Date 12/9/09

Street Address 8040 S. 84 St

City La Vista State NE Zip 68128

Contact Person Kim Madrigal Phone (daytime) 339-2078 (evening) _____

APPLICANT READ

This permit application is used by the City Council to evaluate your organization's qualifications for a Fireworks Permit. Please answer all questions completely and accurately. Failure to submit the application pursuant to the deadlines contained herein or submission of an incomplete application may result in denial of a permit. The City is not responsible for determining whether your application is complete at the time of submission nor will you be allowed to submit additional information after the deadlines noted herein.

To be eligible for City Council review, each application submittal must include the following in one packet:

- ✓ Completed Permit Application Form and a $500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, $400 of this fee will be refunded to your organization. If you are issued a permit, the remaining amount of the permit application fee as established in the Master Fee Ordinance will be due and payable to the City of La Vista no later than noon on June 25 of the permit year to receive permit.

- ✓ A site plan on 8 ½ " x 11" paper which details the dimensions, location and distance between all proposed components of your group's fireworks stand (including but not limited to: tent, storage, garbage, portable restrooms, signs, parking, etc.) The site plan must be neat and legible, with an attempt made to show components as close to scale as possible.

- ✓ A signed statement from the land-owner where your proposed fireworks sales will occur, granting permission to your organization to utilize the property (written permission from retail store managers is not acceptable).

- ✓ The City of La Vista's *Accessory and Light Remodeling Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for your tent (please note, no more than one tent is allowed). Your permit must note the proposed date and time of your site set up. Please contact the Chief Building Official for assistance in completing this permit. If your permit application is denied, this fee will be refunded.

- ✓ The City of La Vista's *Sign Permit* and the permit application fee per sign (maximum of four), as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for any and all temporary signage. (The size and location of signs must be in compliance with the City's zoning regulations regarding temporary signs.) Please contact the Chief Building Official for assistance in completing this permit. If your permit is denied, this fee will be refunded.

- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the

Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, $100 of this fee is refunded to your organization.

✓ A signed City of La Vista *Statement of Proposed Community Betterment Expenditures* from your organization describing in detail how net proceeds from the sale of fireworks will be used for Community Betterment in the City of La Vista must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).

✓ If your organization has held a permit in any of the three (3) years preceding this application, a City of La Vista *Statement of Annual Income for Fireworks Sales* must be completed for each of the three years and received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).

✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year an insurance certificate meeting the requirements outlined in City Code.

✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year, the balance of the permit fee in the amount of $2,000 and a State Fire Marshal Certificate meeting the requirements outlined in City Code.

CERTIFICATION AND RELEASE

I certify that I have read and understand the "Applicant Read" paragraph on page one of this permit application and that all information, statements, materials and permits submitted as a part of this Permit Application are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use or sales of illegal fireworks is prohibited. I hereby further provide written assurance that this organization will file a certificate of insurance issued by an insurance company in good standing, authorized to do business in Nebraska, providing liability insurance in the amounts and for the coverages required by the City Council. I understand this certificate of insurance is a condition of issuance of the permit.

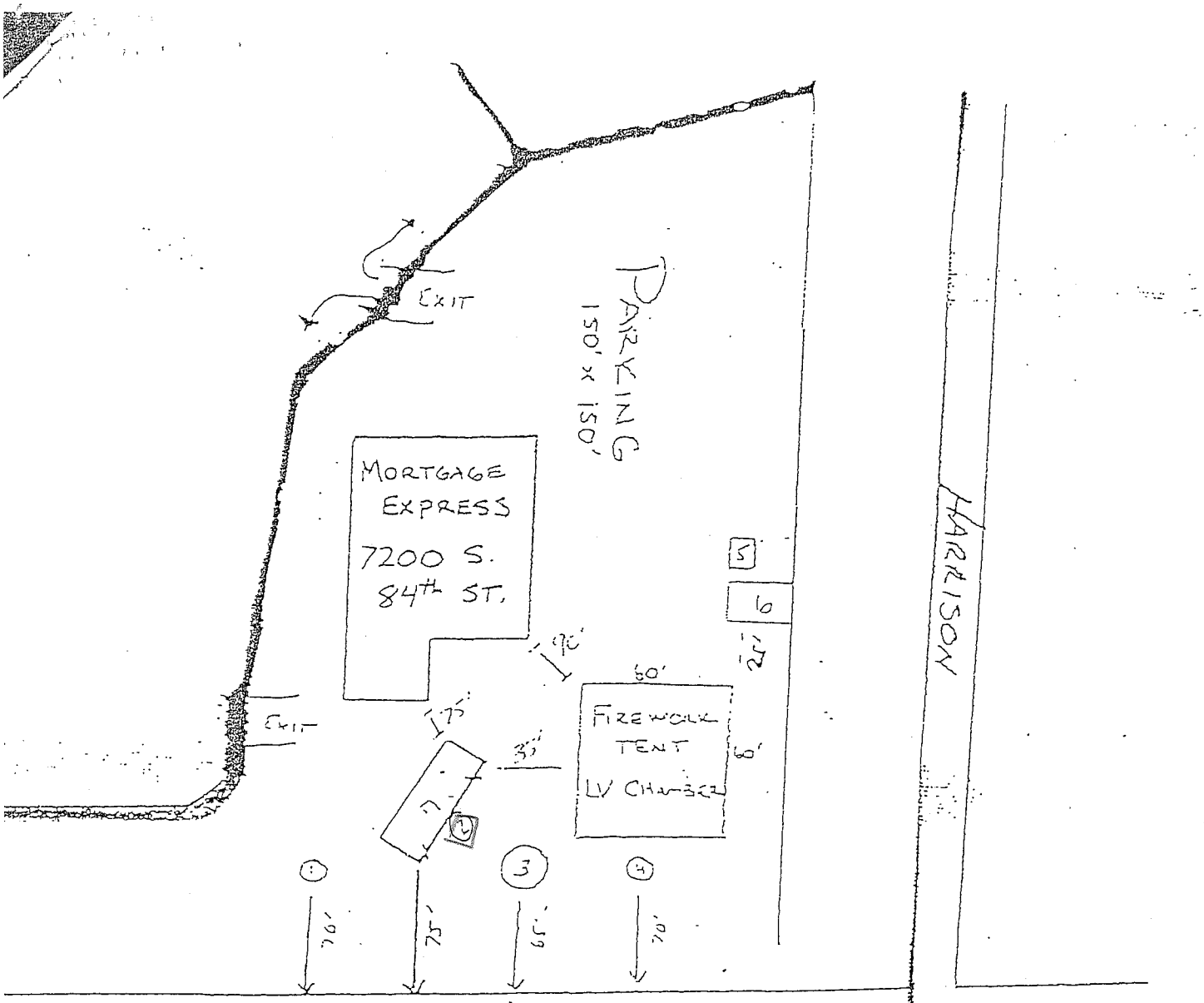
Kim Madrigal
Signature and Title of Organization Official

Kim Madrigal
Printed Name of Organization Official

FOR CITY HALL USE ONLY

Date Received: _____ **Received by:** _____

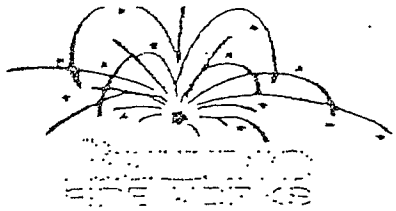
- ☐ $500 permit application deposit fee.
- ☐ Site Plan.
- ☐ A written statement of permission from the land-owner.
- ☐ The City of La Vista's *Accessory and Light Remodeling Permit* and $150 permit application fee for Tent.
- ☐ The City of La Vista's *Sign Permit* application (maximum of four signs) and applicable fee.
- ☐ The City of La Vista's *Explosive Materials Storage Permit* and $100 permit application fee.
- ☐ Statement of Proposed Community Betterment Expenditures.
- ☐ Three *Statements of Annual Income for Fireworks Sales.*
- ☐ Insurance certificate (due by 12:00 noon on June 25th).
- ☐ State Fire Marshal Certificate (due by 12:00 noon on June 25th).
- ☐ $2,000 Permit Fee Balance (due by 12:00 noon on June 25th).



LAVISTA CHAMBER

1. SIGN 4'x8'
2. SIGN ON TRAILER 32 ft MAX
3. INFLATABLE
4. SIGN 4'x8'
5. PORTA POTTY
6. DUMPSTER
7. STORAGE TRAILER

W
S + N
E



Bellino Fireworks, Inc.
501 Olson Drive, Suite 210 Papillion, NE 68046
402-935-1916

PERMISSION TO OCCUPY

I hereby give the La Vista Area Chamber of Commerce permission to occupy my property at 7200 S. 84th Street, La Vista, Nebraska, to operate a retail fireworks stand from June 20th through July 5th.

Jeff Rothisberger, Owner

City of La Vista

Light Remodeling and Accessory Permit Application

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-331-4343 Fax: 402-331-4375

The city is not responsible for permits taken out that were not allowable within your particular subdivision. We suggest that you consult your subdivision covenants before applying for permits.

**** 2003 IRC (Int'l Residential Code) - Adopted Feb. 13, 2006****

Date of Application 12-9-09 Mail Permit to: (circle) Contractor Owner: Permit # _____

Project Address: 7200 S. 84th St

Lot Number: 154C Subdivision Park View Heights Is this a rental property: Yes No

Print Applicant Name/Address: LaVista Area Chamber of Commerce
8410 S. 84th St, LaVista NE 68128 Phone #: 339-2075

Print Owner Name/Address: Jeff Rothlisberger
7200 S. 84th St, LaVista NE 68128 Phone #: 616-0832

Print Contractor Name/Address: Same as Applicant
Phone #: _____

CALL BEFORE YOU DIG! UNDERGROUND HOT LINE 344-3565

FENCE:

Height: _____ Type: _____ Location: _____ Est.Materials: $ _____ **Fee:$** _____

- **Site plan required showing fence location, type and height**
- **Fence posts must be set in concrete 24" minimum depth for wood and chain link**
- **Fence location on or into *fence owners* property (may require survey).**
- **All wood pickets or boards to face to the outside**
- **Front yard fences need to be 12-1/2' from curb & no more than 4' high—open picket, split rail & chain link(2003 IRC)**
- **Sideyard fences, on a corner lot, need to be 12-1/2' from the curb or off the right of way**

SHED:

Height: _____ Type: _____ Location: _____ Est.Materials: $ _____ **Fee:$** _____

- **Site plan of property required showing shed location and spacing**
- **Shed MUST BE located a minimum of 5 feet from the rear and side property line/s.**
- **Concrete slab shed floor to have 1/2" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie-down**
- **Wood floors of sheds must be provided with 4 shed tie-downs anchors to meet city code**
- **Maximum shed height 17', or less if restricted by local governing covenants (15').**
- **Shed MUST BE located a minimum of 6'0" from any structure, or fire proofed to meet city code.**

DECK:

Type: _____ Location: _____ Est. Materials: $ _____ **Fee:$** _____

- **Site plan of property showing house and deck location and size**
- **Deck drawing required showing the following:**
  - a. **Over-all deck size and stair location**
  - b. **Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.**
  - c. **Decks must be 6 feet from any other detached structure**
  - d. **Post hole locations require 42" deep frost footings when attached to the house**
  - e. **Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"**
  - f. **Indicate wood joist sizes and spacing measurement**
  - g. **Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)**
  - h. **Galvanized joist hangers at ledger beam**
  - i. **Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart**
  - j. **Stair detail as provided by City**
  - k. ***Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.***

CURB-CUT / DRIVEWAYS / SIDEWALK

Curb Cut Length: _____ Driveway Width: _____ Driveway Length: _____

Sidewalk Length: _____ Concrete Depth: _____ **Fee:$** _____

Driveways must meet specifications of City Code & MUST be inspected before pouring

OTHER ACCESSORY PROJECTS

Describe Project: Tent

Length: 60' Width 60' # Door/s: _____ # Window/s: _____

Etc: Set up 6/20/10; Teardown 7/5/10 **Fee:$** 150.00

Total of all FEES DUE: $ 150.00

Applicant certifies that this information has been read, understood and that projects will be constructed in compliance with all city ordinances; that all information is correct; and, that inspections will be requested.

Please phone 24 hours in advance for a final on all projects and any other inspections as noted above.

Signature of Applicant: Kim Madrigal **Date:** 12/23/09

Approved By City Official: _____ **Permit Clerk** _____

Date of Approval: _____

CITY OF LA VISTA

8116 Park View Boulevard
La Vista, NE 68128
(402) 331-4343

SIGN PERMIT APPLICATION

Attached to this application must be:

- A detailed drawing showing the layout, dimensions (including square feet), colors, and materials of the proposed sign(s).
- A building elevation showing the location of the sign and the dimensions of the business facade/wall on which the sign is located (Wall Signs ONLY)
- A plot plan of the site showing the location of the sign(s) relative to the property lines (ground monument, center ID, master signage plan, common signage plan). A Master Signage Plan or Common Signage Plan is required for any zoned lot on which an owner proposes to erect more than one sign requiring a permit.

Incomplete applications or applications without adequate drawings will cause a delay in the processing of your application.

Street Address of Sign Location: 7200 S. 84 st

Name of Development Park View Heights

Applicant Information

Company Name: La Vista Area chamber of commerce Contact: Kim Madrigal

Address: 8040 S. 84 st City: La Vista State NE Zip 68128

Phone: 339-2078 Fax: 339-2026 E-mail: kmadrigal@lavistachamber.org

Business/Organization (that is the subject of the sign)

Company Name: Same as above Contact: _____

Address: _____ City: _____ State ____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Sign Type

__ Wall __ Monument __ Center Identification __ Construction __ Subdivision Sign ✓ Temporary sign

__ Master Signage Plan __ Common Signage Plan __ Other, please indicate _____

Message on Sign(s): Fireworks sales

Dates of sign/s display: 6-24-10 - 7-4-10

Illumination: ✓ None __ Internal __ External If yes, describe _____

Estimated cost of sign(s): $65.00/sign Are any existing signs at this location to remain? __ Yes ✓ No

Total number and types of signs at this business location _____

Is the location for this sign part of a shopping center, office park, or industrial park? __ Yes ✓ No

If yes, describe and name: _____

Sign Size

4 signs total as noted in site plan

Sign width 4 Sign length 8 Total square feet 32 Height from grade to top of sign 6 ft.

Setback from nearest property line 25 ft.

(Wall Signs)

Business facade width _____ ft. Height _____ ft. Total business facade area _____ sq. ft.

Side of Building ___North ___South ___East ___ West Number of sides lot/bay abutting street _____

Applicant's Signature

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

Kim Madrigal
(Signature of Applicant)

12/23/09
(Date)

Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

____Approved ____Disapproved By:_____ Date_____

Reason(s) for disapproval_____

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE

Pursuant to §91.46 of the La Vista Municipal Code any person desiring to store or keep for any period of time explosive materials defined in Neb. RS 28-1213, shall file with the City Clerk an application for an explosive material storage permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant Kim Madrigal / LaVista Area Chamber of Commerce Today's Date 12/9/09

Age of Applicant over age 25

Street Address 8040 S. 84th St

City LaVista State NE Zip 68128

Phone (daytime) 339-2078 (evening) _____

Name of Employer LaVista Area Chamber of Commerce

Street Address of Employer 8040 S 84th St

City LaVista State NE Zip 68128

Have you been instructed in the use of Explosives ☑ yes ☐ no

If yes, by whom? the distributor

What type of instruction Sales, safety + storage

Date of instruction 6/2009 Length of time of instruction 2 hours

List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done

1 year experience with sales of class "C" Consumer fireworks

storage of class "C" consumer fireworks

safety of class "C" consumer fireworks

List the type of explosives you have been trained on and used _____

Class "C" consumer fireworks

Enclose copies of any training certificate, explosive permits from other states or other pertinent documentation.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Kim Madrigal
Signature of Applicant

Kim Madrigal
Printed Name of Applicant

FOR CITY HALL USE ONLY

Date Received: _____ **Received by:** _____

☐ $100 permit application fee.

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization La Vista Area Chamber of Commerce

Promotion of the City of La Vista and its businesses through projects including but not limited to relocation packets, Halloween Safe Night, workforce education, community block party, Chili Feed / Tree Lighting ceremony, Website Development, and Community Directory.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Kim Madrigal
Signature of Organization Official

kim madrigal
Printed Name of Organization Official

President
Title of Organization Official

Permit Year 2010

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Kim Madrigal
Signature of Organization Official

Kim Madrigal
Printed Name of Organization Official

President
Title of Organization Official

Signature of Organization Official

Printed Name of Organization Official

Title of Organization Official

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2009

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista area Chamber of Commerce

Annual Income

Gross Fireworks Sales	111,637.28

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	64,747.80
State Sales Tax	7,303.37
Permit Fees: Local	2870.00
State	25.00
Insurance	1753.76
Rent or Lease Expenses	5,500.00
Advertising	2455.17
Miscellaneous (please describe) Tent	2,278.01
• stocking + security utilities, usage + installation	500.00
• Lights, electrical + phone	2104.52
Registers, Tables, credit card	
• machines, Fire + safety + other Equipment	3975.21
Product shrink, Bad checks or Credit	
• Cards, Discounts given to members	3624.44
Total Expenses	97,137.28
Net Proceeds (profits)	14,500.00

♦♦♦♦♦♦

Permit Year 2010

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
06/09	LaVista Days	Central Park	6470.00
11/09	Business & Community Awards Dinner	Embassy Suites	500.00
1/09-12/09	Relocation packets to prospective businesses & residents	Nationwide	500.00
1/09-12/09	Educational Speakers/Training	LaVista Library	1000.00
12/09	Tree Lighting Ceremony/ Festival of Trees	City Hall	150 00
1/09-12/09	Welcome Baskets to new businesses/ Ribbon Cuttings	LaVista	200.00

Total Community Betterment Expenditures $3,820 00

Please detail costs associated with projects and/or events.

Permit Year 2009

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2008

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Area Chamber of Commerce

Annual Income

Gross Fireworks Sales	$116,124.26

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	$69,056.54
State Sales Tax	$ 7,596.91
Permit Fees: Local	$ 2,870.00
State	$ 25.00
Insurance	$ 1,594.33
Rent or Lease Expenses	$ 5,500.00
Advertising	$ 2,231.98
Miscellaneous (please describe) Tent →	$ 2,927.52
• Utilities, Usage & Installation - Lights, Electrical & Phone >	$ 1,913.20
• Registers, Tables, Credit Card Machines, Fire Safety & Other Equipment >	$ 3,613.83
• Product Shrink, Bad Checks, or Credit Cards, Discounts Given to Members >	$ 3,294.95
• Security	$ 1,000.00
Total Expenses	$101,624.26
Net Proceeds (profits)	$ 14,500.00

******

Permit Year 2009

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
10/31/08	Halloween Safe Night	La Vista Community Center	$100.00
12/2/08	Tree Lighting Ceremony/Chili Feed	La Vista Community Center	$150.00
6/4/08 - 6/8/08	La Vista Days	Centra Park & LV Sports Complex	$14,000
3/08	La Vista Life Magazine Distribution	NA	$500.00
Ongoing	Relocation Packets	NA	$500.00
Ongoing	Educational Speakers & Seminars		$1000.00
Ongoing	Welcomes baskets for new businesses		$150.00

Total Community Betterment Expenditures $16,400

Please detail costs associated with projects and/or events

Permit Year 2008

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2007

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Area Chamber of Commerce

	2007
Annual Income	
Gross Fireworks Sales	$ 92,425.27
Expenses	
Cost of Wholesale Fireworks	$ 48,359.40
State and City Sales Tax	$ 6,046.51
Local License / Permit Fees	$ 2,870.00
State License / Permit Fees	$ 25.00
Insurance	$ 1,386.38
Rental / Lease Expenses	$ 5,500.00
Advertising / Marketing	$ 1,940.93
Miscellaneous	
Tent	$ 2,850.00
Utilities, Usage, and Installation	
Lights, Electrical, and Phone	$ 1,663.65
Registers, Tables, Credit Card Machines,	
Fire Safety and Other Equipment	$ 3,142.46
Product Shrink, Bad Checks, or Credit Cards	
Discounts Given to Members	$ 2,865.18
Security	$ 1,000.00
TOTAL EXPENSES	$ 77,649.52
NET PROCEEDS (profits)	$ 14,775.75

Permit Year 2008

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
6-2007	LaVista Days Parade, Awards Fireworks, Scholarships, Entertainment	Central Park LaVista, NE	14,600.00
11-2007	Tree Lighting Ceremony	Community Center LaVista, NE	150.00
1-07/12-07	Relocation Packets to prospective businesses and residents	Nationwide	500.00
1-07/12-07	Educational Speakers & Seminars	LaVista Library	1500.00
1-07/12-07	Welcome baskets for new businesses	LaVista, NE	150.00

Total Community Betterment Expenditures 16,900.00

Please detail costs associated with projects and/or events.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2009

PRODUCER Phone: 440-248-4711 Fax: 440-248-5406
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Bellino Fireworks Inc
501 Olson Drive, St 210
Papillion NE 68046

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		**GENERAL LIABILITY**	5379100-02	5/4/2010	5/4/2011		
		[X] COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$1,000,000
		[ ] CLAIMS MADE [X] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$50,000
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		[ ] POLICY [ ] PRO-JECT [X] LOC				PRODUCTS - COMP/OP AGG	$2,000,000
		AUTOMOBILE LIABILITY					
		[ ] ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Location: 7200 S. 84th St. LaVista Ne.
Lot 159C Parkview Heights
Additional Insured:
City of LaVista Ne.
LaVista Area Chamber of Commerce
Rothlisberger LLC & Jeffrey Rothlisberger
Donald J. & Valerie R. Bellino

CERTIFICATE HOLDER

Bellino Fireworks Inc.
501 Olson Drive Suite 210
Papillion NE 68046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

Nebraska State Fire Marshal's Online Fireworks License Application

APPLICATION COMPLETE:

Click here to print your receipt

Your application has been completed.
Upon approval, you will receive your permit within the next 14 business days.

Please print this page as a record of your request and payment.

Need the Rules for Retail Sales of Fireworks?

** This is not a license **

Your Pending Application Order Verification Number Is: 115646

To make a change to your application, please call (402) 471-2011

PRICE TOTAL:

1 Retail Stand(s) @ $25.00 per stand: $	**25.00**
Total: $	**25.00**

LaVista chamber of commerce

NEBRASKA STATE FIRE MARSHAL

246 South 14th Street
Lincoln, NE 68508-1804

LICENSE FOR SALE OF FIREWORKS

Permissible fireworks may be sold at retail commencing 12:01 AM June 25 and ending 11:59 PM July 4 and must be purchased from a licensed distributor or jobber. A jobber may not sell retail. Invoice copies for all fireworks must be kept available for inspection and must show the license number of the distributor or jobber. Fireworks may not be sold outside the city limits of an incorporated town or village. Violations of State Fire Marshal regulations may result in immediate revocation of this license.

LICENSE GOOD ONLY FOR JUNE 25 - JULY 4 OF YEAR LICENSE ISSUED

This copy signed, dated and numbered by the STATE FIRE MARSHAL constitutes issuance of a LICENSE pursuant to the provisions of Nebraska Revised Statute 28-1246 (1994 Supp.). Such license shall be displayed at licensee's place of business.

DATE RECEIVED:
1/13/2010

All regulations can be found at our website: http://www.sfm.ne.gov.

TYPE OF LICENSE AND FEE:
RETAILER $25

LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:
Stand#: 2010-RP-115646-716-RL-001
7200 S 84TH ST
LAVISTA

COUNTY
SARPY

STORAGE LOCATION:
7200 S 84TH ST
LAVISTA

SARPY

DISTRIBUTOR(S)/JOBBERS:
BELLINO FIREWORKS INC

SALES TAX NUMBER:
470650061

DATE ISSUED:
1/25/2010

John E Falgione
STATE FIRE MARSHAL

LICENSE HOLDER:
LAVISTA AREA CHAMBER OF COMMERCE
501 OLSON DRIVE, SUITE 210

PAPILLION NE 68046-

LICENSE NUMBER
2010-RP-115646-716

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION
SALE OF PERMISSIBLE FIREWORKS

Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Youth Today's Date 12-15-09

Street Address 7110 S. 79th st

City La Vista State NE Zip 68128

Contact Person Andrea Means Phone (daytime) 597-3196 (evening) 515-5792

APPLICANT READ

This permit application is used by the City Council to evaluate your organization's qualifications for a Fireworks Permit. Please answer all questions completely and accurately. Failure to submit the application pursuant to the deadlines contained herein or submission of an incomplete application may result in denial of a permit. The City is not responsible for determining whether your application is complete at the time of submission nor will you be allowed to submit additional information after the deadlines noted herein.

To be eligible for City Council review, each application submittal must include the following in one packet:

- ✓ Completed Permit Application Form and a $500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, $400 of this fee will be refunded to your organization. If you are issued a permit, the remaining amount of the permit application fee as established in the Master Fee Ordinance will be due and payable to the City of La Vista no later than noon on June 25 of the permit year to receive permit.

- ✓ A site plan on 8 ½ " x 11" paper which details the dimensions, location and distance between all proposed components of your group's fireworks stand (including but not limited to: tent, storage, garbage, portable restrooms, signs, parking, etc.) The site plan must be neat and legible, with an attempt made to show components as close to scale as possible.

- ✓ A signed statement from the land-owner where your proposed fireworks sales will occur, granting permission to your organization to utilize the property (written permission from retail store managers is not acceptable).

- ✓ The City of La Vista's *Accessory and Light Remodeling Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for your tent (please note, no more than one tent is allowed). Your permit must note the proposed date and time of your site set up. Please contact the Chief Building Official for assistance in completing this permit. If your permit application is denied, this fee will be refunded.

- ✓ The City of La Vista's *Sign Permit* and the permit application fee per sign (maximum of four), as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for any and all temporary signage. (The size and location of signs must be in compliance with the City's zoning regulations regarding temporary signs.) Please contact the Chief Building Official for assistance in completing this permit. If your permit is denied, this fee will be refunded.

- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the

Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, $100 of this fee is refunded to your organization.

- ✓ A signed City of La Vista *Statement of Proposed Community Betterment Expenditures* from your organization describing in detail how net proceeds from the sale of fireworks will be used for Community Betterment in the City of La Vista must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).

- ✓ If your organization has held a permit in any of the three (3) years preceding this application, a City of La Vista *Statement of Annual Income for Fireworks Sales* must be completed for each of the three years and received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).

- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year an insurance certificate meeting the requirements outlined in City Code.

- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year, the balance of the permit fee in the amount of $2,000 and a State Fire Marshal Certificate meeting the requirements outlined in City Code.

CERTIFICATION AND RELEASE

I certify that I have read and understand the "Applicant Read" paragraph on page one of this permit application and that all information, statements, materials and permits submitted as a part of this Permit Application are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use or sales of illegal fireworks is prohibited. I hereby further provide written assurance that this organization will file a certificate of insurance issued by an insurance company in good standing, authorized to do business in Nebraska, providing liability insurance in the amounts and for the coverages required by the City Council. I understand this certificate of insurance is a condition of issuance of the permit.

Andrea M. Means
Signature and Title of Organization Official

Andrea M. Means
Printed Name of Organization Official

FOR CITY HALL USE ONLY

Date Received: _____ **Received by:** _____

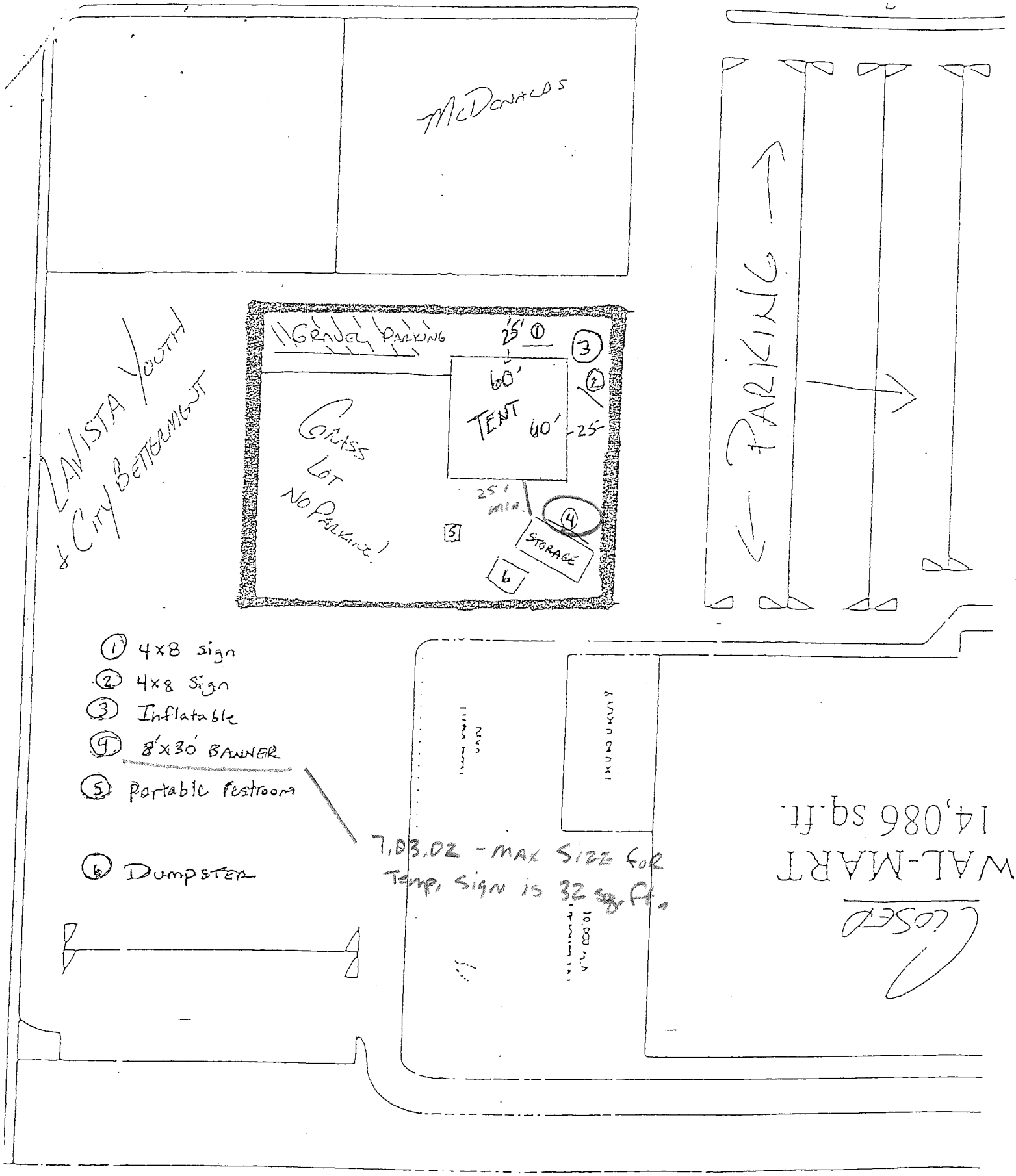
- ☐ $500 permit application deposit fee.
- ☐ Site Plan.
- ☐ A written statement of permission from the land-owner.
- ☐ The City of La Vista's *Accessory and Light Remodeling Permit* and $150 permit application fee for Tent.
- ☐ The City of La Vista's *Sign Permit* application (maximum of four signs) and applicable fee.
- ☐ The City of La Vista's *Explosive Materials Storage Permit* and $100 permit application fee.
- ☐ Statement of Proposed Community Betterment Expenditures.
- ☐ Three *Statements of Annual Income for Fireworks Sales.*
- ☐ Insurance certificate (due by 12:00 noon on June 25th).
- ☐ State Fire Marshal Certificate (due by 12:00 noon on June 25th).
- ☐ $2,000 Permit Fee Balance (due by 12:00 noon on June 25th).

PERMISSION TO OCCUPY

I herby give the LaVista Youth permission to occupy my property at 8011 South 83rd Street, LaVista, NE to operate a retail fireworks stand from June 20th through July 6th.

Chuck Gulliford / Brentwood Crossing Associates

Property Manager


McDonalds
GRAVEL PARKING
25'
60'
TENT
60'
25'
GRASS LOT NO PARKING!
25' min.
STORAGE
PARKING
LA VISTA YOUTH & CITY BETTERMENT
1) 4x8 sign
2) 4x8 Sign
3) Inflatable
4) 8'x30' BANNER
5) portable restroom
6) Dumpster
7.03.02 - MAX SIZE FOR Temp. Sign is 32 sq. ft.
WAL-MART
14,086 sq.ft.
Closed

City of La Vista

Light Remodeling and Accessory Permit Application

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-331-4343 Fax: 402-331-4375

The city is not responsible for permits taken out that were not allowable within your particular subdivision. We suggest that you consult your subdivision covenants before applying for permits.

**** 2003 IRC (Int'l Residential Code) - Adopted Feb. 13, 2006****

Date of Application 12/16/09 Mail Permit to: (circle) (Contractor) Owner: Permit # _____

Project Address: 8011 S. 83rd St Lot 4 Brentwood crossing

Lot Number: 4 Subdivision Brentwood crossing Is this a rental property: Yes No

Print Applicant Name/Address: Lavista Youth & Community Betterment
7110 S. 79th St., La Vista, NE 68128 Phone #: 597-3196

Print Owner Name/Address: Chuck Guilford / Brentwood crossing Associates
211 N. Stadium Blvd. Ste 201 Columbia, MO 65203 Phone #: 573-449-8323

Print Contractor Name/Address: Same as Applicant
Phone #: _____

CALL BEFORE YOU DIG! UNDERGROUND HOT LINE 344-3565

FENCE:

Height: _____ Type: _____ Location: _____ Est.Materials: $ _____ **Fee:$**

- **Site plan required showing fence location, type and height**
- **Fence posts must be set in concrete 24" minimum depth for wood and chain link**
- **Fence location on or into *fence owners* property (may require survey).**
- **All wood pickets or boards to face to the outside**
- **Front yard fences need to be 12-1/2' from curb & no more than 4' high—open picket, split rail & chain link(2003 IRC)**
- **Sideyard fences, on a corner lot, need to be 12-1/2' from the curb or off the right of way**

SHED:

Height: _____ Type: _____ Location: _____ Est.Materials: $ _____ **Fee:$**

- **Site plan of property required showing shed location and spacing**
- **Shed MUST BE located a minimum of 5 feet from the rear and side property line/s.**
- **Concrete slab shed floor to have 1/2" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie-down**
- **Wood floors of sheds must be provided with 4 shed tie-downs anchors to meet city code**
- **Maximum shed height 17', or less if restricted by local governing covenants (15').**
- **Shed MUST BE located a minimum of 6'0" from any structure, or fire proofed to meet city code.**

DECK:

Type: _____ Location: _____ Est. Materials: $ _____ **Fee:$**

- **Site plan of property showing house and deck location and size**
- **Deck drawing required showing the following:**
  - a. **Over-all deck size and stair location**
  - b. **Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.**
  - c. **Decks must be 6 feet from any other detached structure**
  - d. **Post hole locations require 42" deep frost footings when attached to the house**
  - e. **Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"**
  - f. **Indicate wood joist sizes and spacing measurement**
  - g. **Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)**
  - h. **Galvanized joist hangers at ledger beam**
  - i. **Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart**
  - j. **Stair detail as provided by City**
  - k. ***Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.***

CURB-CUT / DRIVEWAYS / SIDEWALK

Curb Cut Length: _____ Driveway Width: _____ Driveway Length: _____

Sidewalk Length: _____ Concrete Depth: _____ **Fee:$**

Driveways must meet specifications of City Code & MUST be inspected before pouring

OTHER ACCESSORY PROJECTS

Describe Project: Tent

Length: 60' Width 60' # Door/s: _____ # Window/s: _____

Etc: set up 6/20/10 ; Teardown 7/5/10 **Fee:$** 150.00

Total of all FEES DUE: $ 150.00

Applicant certifies that this information has been read, understood and that projects will be constructed in compliance with all city ordinances; that all information is correct; and, that inspections will be requested.

Please phone 24 hours in advance for a final on all projects and any other inspections as noted above.

Signature of Applicant: Andrea M. Means **Date:** 1/8/10

Approved By City Official: _____ **Permit Clerk** _____

Date of Approval: _____

CITY OF LA VISTA

8116 Park View Boulevard
La Vista, NE 68128
(402) 331-4343

SIGN PERMIT APPLICATION

Attached to this application must be:

- A detailed drawing showing the layout, dimensions (including square feet), colors, and materials of the proposed sign(s).
- A building elevation showing the location of the sign and the dimensions of the business facade/wall on which the sign is located (Wall Signs ONLY)
- A plot plan of the site showing the location of the sign(s) relative to the property lines (ground monument, center ID, master signage plan, common signage plan). A Master Signage Plan or Common Signage Plan is required for any zoned lot on which an owner proposes to erect more than one sign requiring a permit.

Incomplete applications or applications without adequate drawings will cause a delay in the processing of your application.

Street Address of Sign Location: 8011 S. 83rd St. (Lot 4, Brentwood crossing)

Name of Development Brentwood Crossing

Applicant Information

Company Name: LaVista Youth Contact: Andrea Means

Address: 7110 S. 79th St City: La Vista State NE Zip 68128

Phone: 402-597-3196 Fax: _____ E-mail: _____

Business/Organization (that is the subject of the sign)

Company Name: Same as above Contact: _____

Address: _____ City: _____ State ____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Sign Type

__ Wall __ Monument __ Center Identification __ Construction __ Subdivision Sign ✓ Temporary sign

__ Master Signage Plan __ Common Signage Plan __ Other, please indicate _____

Message on Sign(s): Fireworks Sales

Dates of sign/s display: 6/24/10 - 7/4/10

Illumination: ✓ None __ Internal __ External If yes, describe _____

Estimated cost of sign(s): $65.00/sign Are any existing signs at this location to remain? __ Yes ✓ No

Total number and types of signs at this business location _____

Is the location for this sign part of a shopping center, office park, or industrial park? __ Yes ✓ No

If yes, describe and name: _____

Sign Size

4 signs total as noted on site plan

Sign width 4' Sign length 8' Total square feet 32 Height from grade to top of sign 6 ft.

Setback from nearest property line 25 ft.

(Wall Signs)

Business facade width _____ ft. Height _____ ft. Total business facade area _____ sq. ft.

Side of Building ___North ___South ___East ___ West Number of sides lot/bay abutting street _____

Applicant's Signature

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

Andrea M. Means
(Signature of Applicant)

1/8/10
(Date)

Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

____Approved ____Disapproved By:_____ Date_____

Reason(s) for disapproval_____

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE

Pursuant to §91.46 of the La Vista Municipal Code any person desiring to store or keep for any period of time explosive materials defined in Neb. RS 28-1213, shall file with the City Clerk an application for an explosive material storage permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant Andrea Means Today's Date 12-16-09

Age of Applicant over age 25

Street Address 7110 S. 79 st

City La Vista State NE Zip 68128

Phone (daytime) 597-3196 (evening) 515-5192

Name of Employer Door Express

Street Address of Employer 726 N. Frontier

City Papillion State NE Zip 68128

Have you been instructed in the use of Explosives ☑ yes ☐ no

If yes, by whom? The distributor

What type of instruction Sales, safety & storage

Date of instruction 6/2009 Length of time of instruction 2 hours

List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done

3 years experience in sales of class "c" consumer fireworks

safety of class "c" consumer fireworks

storage of class "c" consumer fireworks

List the type of explosives you have been trained on and used

class "c" consumer fireworks

Enclose copies of any training certificate, explosive permits from other states or other pertinent documentation.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Andrea M. Means
Signature of Applicant

Andrea M. Means
Printed Name of Applicant

FOR CITY HALL USE ONLY

Date Received: _____ **Received by:** _____

☐ $100 permit application fee.

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization La Vista Youth

Community donations through various organizations and activities listed below but not exclusive to:

La Vista Days Face Painting
La Vista Community Foundation
La Vista Youth Baseball Association
La Vista Halloween safe night
La Vista Parks and Recreation
La Vista Parks and Recreation Boys and Girls Grades 3-6 Basketball
La Vista Seniors Valentines Day Luncheon
La Vista Easter Egg Hunt
La Vista Parks and Recreation Girls Softball

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Andrea M. Means
Signature of Organization Official

Andrea M. Means
Printed Name of Organization Official

President
Title of Organization Official

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2009

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Youth + Community Betterment

Annual Income		
Gross Fireworks Sales		63,794.45
Expenses		
Wholesale Cost of Fireworks (please provide copy of invoice)	31,235.71	
State Sales Tax	4,173.47	
Permit Fees:		
Local	2,870.00	
State	25.00	
Insurance	1128.59	
Rent or Lease Expenses	4,000.00	
Advertising	1579.96	
Miscellaneous (please describe) Tent →	2,238.01	
Utilities, usage + Installation → • Lights · Electrical + phone	1,354.29	
Registers, Tables, credit card machines → • Fire safety + other Equipment	2558.01	
product shrink, Bad checks or credit → • Cards, Discounts Given to members	2332.31	
• Security	1,000.00	
Total Expenses		54,495.25
Net Proceeds (profits)		9,299.20

♦♦♦♦♦♦

Permit Year 2010

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
3-27-09	Check # 1021 City of LaVista Annual Easter Egg Hunt	LaVista	300.00
4-7-09	check # 1022 LaVista Community Foundation Golf outing	LaVista	65.00
4-30-09	Check # 1023 City of LaVista - city Employee picnic Donation	LaVista	250 00
9-21-09	check # 1026 LaVista Baseball - Equipment, Uniforms, and fees	LaVista	2,250 00
10-27-09	check # 1027 Halloween candy - LaVista Community center	LaVista	240.65
12-29-09	check # 1028 LaVista Community Foundation 50th Anniversary	LaVista	5,000 00

Total Community Betterment Expenditures 8105.65

Please detail costs associated with projects and/or events.

Permit Year 2010

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Andrea M. Means

Signature of Organization Official

Andrea M. Means

Printed Name of Organization Official

President

Title of Organization Official

Signature of Organization Official

Printed Name of Organization Official

Title of Organization Official

Permit Year 2009

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2008

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Youth

Annual Income

Gross Fireworks Sales	$68,443.92

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	$34,736.33
State Sales Tax	$ 4,477.64
Permit Fees: Local	$ 2,870.00
State	$ 25.00
Insurance	$ 1,025.95
Rent or Lease Expenses	$ 4,000.00
Advertising	$ 1,436.33
Miscellaneous (please describe) Tent →	$ 2,927.52
• Utilities, Usage & Installation - Lights, Electrical & Phone	$ 1,231.13
• Registers, Tables, Credit Card machines, Fire Safety & Other Equipment	$ 2,325.47
• Product Shrink, Bad Checks or Credit Cards, Discounts Given to Members	$ 2,120.29
• Security	$ 1,000.00
Total Expenses	$58,175.66
Net Proceeds (profits)	$10,268.26

++++++

Permit Year 2009

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
1-2-08	Check #1005 – City of La Vista – Parks & Rec Youth Basketball uniforms Grades 2-6	N/A	$712.80
1-11-08	Check #1006 – City of La Vista – Parks & Rec Valentine's Day Luncheon	La Vista, NE	$500.00
1-11-08	Check #1008 – La Vista Community Foundation La Vista Community Betterment	N/A	$500.00
3-6-08	Check #1009 – City of La Vista – Parks & Rec Easter Egg Hunt	La Vista, NE	$300.00
3-26-08	Check #1010 – Citizens for Sales Tax Campaign	N/A	$400.00
4-28-08	Check #1011 – Prime time Sporting Goods – Girls' Softball uniforms/equipment	N/A	$492.20
5-5-08	Check #1012 – City of La Vista – Employee Picnic	La Vista, NE	$200.00
9-5-08	Check #1015 – La Vista Youth Baseball Association Equipment, uniforms, and fees	N/A	$2,250.00

CONTINUED ON NEXT PAGE ↓

Total Community Betterment Expenditures

Please detail costs associated with projects and/or events.

Permit Year 2009

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
10-7-08	Check #1017 - Sam's Club - Candy for Safe Halloween Night at Parks & Rec	La Vista, NE	$225.28
11-12-08	Check #1018 - City of La Vista - City Christmas Tree Lighting	La Vista, NE	$200.00
12-12-08	Check #1019 - City of La Vista - Parks & Rec Defibrillator	N/A	$1,853.00

Total Community Betterment Expenditures $7,633.28

Please detail costs associated with projects and/or events.

Permit Year 2008

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2007

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Ladies Aux.

	2007
Annual Income	
Gross Fireworks Sales	$ 59,475.10
Expenses	
Cost of Wholesale Fireworks	$ 30,391.65
State and City Sales Tax	$ 3,890.89
Local License / Permit Fees	$ 2,870.00
State License / Permit Fees	$ 25.00
Insurance	$ 892.13
Rental / Lease Expenses	$ 4,000.00
Advertising / Marketing	$ 1,248.98
Miscellaneous Tent	$ 2,850.00
Utilities, Usage, and Installation Lights, Electrical, and Phone	$ 1,070.55
Registers, Tables, Credit Card Machines, Fire Safety and Other Equipment	$ 2,022.15
Product Shrink, Bad Checks, or Credit Cards Discounts Given to Members	$ 1,843.73
Security	$ 1,000.00
TOTAL EXPENSES	$ 52,105.08
NET PROCEEDS (profits)	$ 7,370.02

Permit Year 2008

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
6-2007	LaVista Days Face Painting - LaVista Community Foundation	LaVista, NE	125.00
9-2007	2007 Equipment + Uniforms for 6 teams - LaVista Youth Baseball Association	LaVista, NE	2,000.00
10-2007	Candy Booth for the Halloween Safe Night Held at LaVista Parks + Recreation	LaVista, NE	275.00
1-2008	Grades 3-6 Boys + Girls Basketball Uniforms - LaVista Parks + Recreation	LaVista, NE	712.54
1-2008	2008 Equipment, Uniforms, and fees - LaVista Youth Baseball Association.	LaVista, NE	1,000.00
1-2008	Senior's Valentine's Day Luncheon - LaVista Parks + Recreation	LaVista, NE	500.00
1-2008	LaVista Community Betterment - LaVista Community Foundation	LaVista, NE	500.00
1-2008	Girls Softball Equipment - LaVista Parks and Recreation	LaVista, NE	300.00
3-2008	Easter Egg Hunt - LaVista Parks and Recreation	LaVista, NE	250.00

Total Community Betterment Expenditures $5,612.82

Please detail costs associated with projects and/or events.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/11/2010

PRODUCER Phone: 440-248-4711 Fax: 440-248-5406
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Bellino Fireworks Inc
501 Olson Drive, St 210
Papillion NE 68046

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	5379100-02	5/4/2010	5/4/2011	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [X] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Location: 8011 S. 83rd St. LaVista Ne.
Lot 4 Brentwood Crossing
Additional Insured:
City of LaVista Ne.
LaVista Youth
The Kroenke Group and TKG Management Inc.
See Attached...

CERTIFICATE HOLDER

Bellino Fireworks Inc.
501 Olson Dr. Suite 210
Papillion NE 68046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / SPECIAL PROVISIONS

Chuck Guilford
Donald J. & Valerie R. Bellino

Nebraska State Fire Marshal's Online Fireworks License Application

APPLICATION COMPLETE:

Click here to print your receipt

Your application has been completed.
Upon approval, you will receive your permit within the next 14 business days.

Please print this page as a record of your request and payment.

Need the Rules for Retail Sales of Fireworks?

** This is not a license **

Your Pending Application Order Verification Number Is: 115608

To make a change to your application, please call (402) 471-2011

PRICE TOTAL:

1 Retail Stand(s) @ $25.00 per stand: $	**25.00**
Total: $	**25.00**

Louisa Youth

NEBRASKA STATE FIRE MARSHAL

246 South 14th Street
Lincoln, NE 68508-1804

LICENSE FOR SALE OF FIREWORKS

Permissible fireworks may be sold at retail commencing 12:01 AM June 25 and ending 11:59 PM July 4 and must be purchased from a licensed distributor or jobber. A jobber may not sell retail. Invoice copies for all fireworks must be kept available for inspection and must show the license number of the distributor or jobber. Fireworks may not be sold outside the city limits of an incorporated town or village. Violations of State Fire Marshal regulations may result in immediate revocation of this license.

LICENSE GOOD ONLY FOR JUNE 25 - JULY 4 OF YEAR LICENSE ISSUED

This copy signed, dated and numbered by the STATE FIRE MARSHAL constitutes issuance of a LICENSE pursuant to the provisions of Nebraska Revised Statute 28-1246 (1994 Supp.). Such license shall be displayed at licensee's place of business.

DATE RECEIVED:
1/12/2010

All regulations can be found at our website: http://www.sfm.ne.gov.

TYPE OF LICENSE AND FEE:
RETAILER $25

LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:
Stand#: 2010-RP-115608-715-RL-001
8011 S 83RD ST
LAVISTA

COUNTY
SARPY

STORAGE LOCATION:
8011 S 83RD ST
LAVISTA

SARPY

DISTRIBUTOR(S)/JOBBERS:
BELLINO FIREWORKS INC

SALES TAX NUMBER:
18187363

DATE ISSUED:
1/25/2010

John E Falgione
STATE FIRE MARSHAL

LICENSE HOLDER:
LAVISTA YOUTH
501 OLSON DRIVE, SUITE 210

PAPILLION NE 68046-

LICENSE NUMBER
2010-RP-115608-715

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION
SALE OF PERMISSIBLE FIREWORKS

Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Lancers Soccer Club Today's Date 12/8/09

Street Address 7821 S. 71st Ave

City La Vista State NE Zip 68128

Contact Person Rick Richt Phone (daytime) 292-9894 (evening) 593-7549

APPLICANT READ

This permit application is used by the City Council to evaluate your organization's qualifications for a Fireworks Permit. Please answer all questions completely and accurately. Failure to submit the application pursuant to the deadlines contained herein or submission of an incomplete application may result in denial of a permit. The City is not responsible for determining whether your application is complete at the time of submission nor will you be allowed to submit additional information after the deadlines noted herein.

To be eligible for City Council review, each application submittal must include the following in one packet:

- ✓ Completed Permit Application Form and a $500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, $400 of this fee will be refunded to your organization. If you are issued a permit, the remaining amount of the permit application fee as established in the Master Fee Ordinance will be due and payable to the City of La Vista no later than noon on June 25 of the permit year to receive permit.

- ✓ A site plan on 8 ½ " x 11" paper which details the dimensions, location and distance between all proposed components of your group's fireworks stand (including but not limited to: tent, storage, garbage, portable restrooms, signs, parking, etc.) The site plan must be neat and legible, with an attempt made to show components as close to scale as possible.

- ✓ A signed statement from the land-owner where your proposed fireworks sales will occur, granting permission to your organization to utilize the property (written permission from retail store managers is not acceptable).

- ✓ The City of La Vista's *Accessory and Light Remodeling Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for your tent (please note, no more than one tent is allowed). Your permit must note the proposed date and time of your site set up. Please contact the Chief Building Official for assistance in completing this permit. If your permit application is denied, this fee will be refunded.

- ✓ The City of La Vista's *Sign Permit* and the permit application fee per sign (maximum of four), as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for any and all temporary signage. (The size and location of signs must be in compliance with the City's zoning regulations regarding temporary signs.) Please contact the Chief Building Official for assistance in completing this permit. If your permit is denied, this fee will be refunded.

- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the

Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, $100 of this fee is refunded to your organization.

✓ A signed City of La Vista *Statement of Proposed Community Betterment Expenditures* from your organization describing in detail how net proceeds from the sale of fireworks will be used for Community Betterment in the City of La Vista must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).

✓ If your organization has held a permit in any of the three (3) years preceding this application, a City of La Vista *Statement of Annual Income for Fireworks Sales* must be completed for each of the three years and received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).

✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year an insurance certificate meeting the requirements outlined in City Code.

✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year, the balance of the permit fee in the amount of $2,000 and a State Fire Marshal Certificate meeting the requirements outlined in City Code.

CERTIFICATION AND RELEASE

I certify that I have read and understand the "Applicant Read" paragraph on page one of this permit application and that all information, statements, materials and permits submitted as a part of this Permit Application are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use or sales of illegal fireworks is prohibited. I hereby further provide written assurance that this organization will file a certificate of insurance issued by an insurance company in good standing, authorized to do business in Nebraska, providing liability insurance in the amounts and for the coverages required by the City Council. I understand this certificate of insurance is a condition of issuance of the permit.

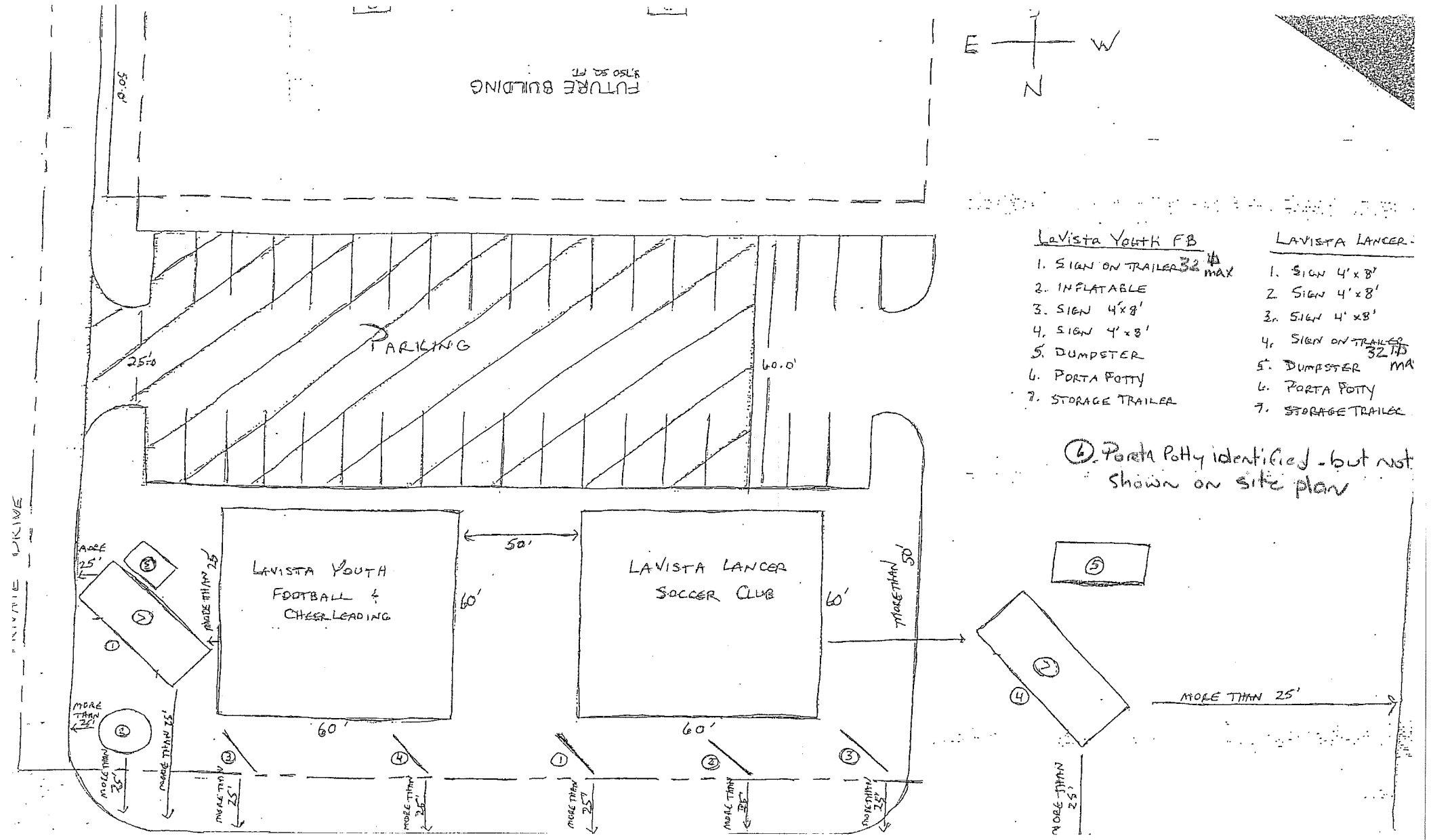
Richard P. Richt
Signature and Title of Organization Official

Richard P. Richt
Printed Name of Organization Official

FOR CITY HALL USE ONLY

Date Received: _____ **Received by:** _____

- ☐ $500 permit application deposit fee.
- ☐ Site Plan.
- ☐ A written statement of permission from the land-owner.
- ☐ The City of La Vista's *Accessory and Light Remodeling Permit* and $150 permit application fee for Tent.
- ☐ The City of La Vista's *Sign Permit* application (maximum of four signs) and applicable fee.
- ☐ The City of La Vista's *Explosive Materials Storage Permit* and $100 permit application fee.
- ☐ Statement of Proposed Community Betterment Expenditures.
- ☐ Three *Statements of Annual Income for Fireworks Sales.*
- ☐ Insurance certificate (due by 12:00 noon on June 25th).
- ☐ State Fire Marshal Certificate (due by 12:00 noon on June 25th).
- ☐ $2,000 Permit Fee Balance (due by 12:00 noon on June 25th).


FUTURE BUILDING
9,750 SQ FT
30.0'
E
W
N
PARKING
25'±0
60.0'
LAVISTA YOUTH FOOTBALL & CHEERLEADING
LAVISTA LANCER SOCCER CLUB
50'
60'
60'
60'
60'
MORE THAN 25'
MORE THAN 50'
MORE THAN 25'
MORE THAN 25'
MORE THAN 25

Bellino Properties

501 Olson Drive, Suite 210 Papillion, NE 68046 Phone: 402-935-1916 Fax: 402-339-9001

PERMISSION TO OCCUPY

I hereby give La Vista Lancers Soccer Club permission to occupy my property at 73rd & Harrison Street, La Vista, Nebraska, to operate a retail fireworks stand from June 20th through July 6th.

Don Bellino

Don Bellino, Owner
Bellino Harrison Street Property, LLC

City of La Vista

Light Remodeling and Accessory Permit Application

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-331-4343 Fax: 402-331-4375

The city is not responsible for permits taken out that were not allowable within your particular subdivision. We suggest that you consult your subdivision covenants before applying for permits.

**** 2003 IRC (Int'l Residential Code) - Adopted Feb. 13, 2006****

Date of Application 12/16/09 Mail Permit to: (circle) Contractor Owner: Permit # _____

Project Address: 7302 Harrison NA

Lot Number: 5 Subdivision Schaefers 1st Addition Is this a rental property: Yes No

Print Applicant Name/Address: Steve Ashby / La Vista Youth Football and cheerleading
8101 Morrison Ln, LaVista NE, 68128 Phone #: 510-9152

Print Owner Name/Address: Bellino Harrison street property LLC
501 Olson Dr. ste 210, Papillion NE 68046 Phone #: 935-1916

Print Contractor Name/Address: same as applicant
Phone #: _____

CALL BEFORE YOU DIG! UNDERGROUND HOT LINE 344-3565

FENCE:

Height: _____ Type: _____ Location: _____ Est.Materials: $ _____ **Fee:$**

- **Site plan required showing fence location, type and height**
- **Fence posts must be set in concrete 24" minimum depth for wood and chain link**
- **Fence location on or into *fence owners* property (may require survey).**
- **All wood pickets or boards to face to the outside**
- **Front yard fences need to be 12-1/2' from curb & no more than 4' high—open picket, split rail & chain link(2003 IRC)**
- **Sideyard fences, on a corner lot, need to be 12-1/2' from the curb or off the right of way**

SHED:

Height: _____ Type: _____ Location: _____ Est.Materials: $ _____ **Fee:$**

- **Site plan of property required showing shed location and spacing**
- **Shed MUST BE located a minimum of 5 feet from the rear and side property line/s.**
- **Concrete slab shed floor to have 1/2" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie-down**
- **Wood floors of sheds must be provided with 4 shed tie-downs anchors to meet city code**
- **Maximum shed height 17', or less if restricted by local governing covenants (15').**
- **Shed MUST BE located a minimum of 6'0" from any structure, or fire proofed to meet city code.**

DECK:

Type: _____ Location: _____ Est. Materials: $ _____ **Fee:$**

- **Site plan of property showing house and deck location and size**
- **Deck drawing required showing the following:**
  - a. **Over-all deck size and stair location**
  - b. **Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.**
  - c. **Decks must be 6 feet from any other detached structure**
  - d. **Post hole locations require 42" deep frost footings when attached to the house**
  - e. **Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"**
  - f. **Indicate wood joist sizes and spacing measurement**
  - g. **Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)**
  - h. **Galvanized joist hangers at ledger beam**
  - i. **Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart**
  - j. **Stair detail as provided by City**
  - k. ***Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.***

CURB-CUT / DRIVEWAYS / SIDEWALK

Curb Cut Length: _____ Driveway Width: _____ Driveway Length: _____

Sidewalk Length: _____ Concrete Depth: _____ **Fee:$**

Driveways must meet specifications of City Code & MUST be inspected before pouring

OTHER ACCESSORY PROJECTS

Describe Project: Tent

Length: 60' Width 40' # Door/s: _____ # Window/s: _____

Etc: set up 6/20/10; Teardown 7/5/10 **Fee:$** 150.00

Total of all FEES DUE: $ 150.00

Applicant certifies that this information has been read, understood and that projects will be constructed in compliance with all city ordinances; that all information is correct; and, that inspections will be requested.

Please phone 24 hours in advance for a final on all projects and any other inspections as noted above.

Signature of Applicant: [signature] **Date:** 12/16/09

Approved By City Official: _____ **Permit Clerk** _____

Date of Approval: _____

CITY OF LA VISTA

8116 Park View Boulevard
La Vista, NE 68128
(402) 331-4343

SIGN PERMIT APPLICATION

Attached to this application must be:

- A detailed drawing showing the layout, dimensions (including square feet), colors, and materials of the proposed sign(s).
- A building elevation showing the location of the sign and the dimensions of the business facade/wall on which the sign is located (Wall Signs ONLY)
- A plot plan of the site showing the location of the sign(s) relative to the property lines (ground monument, center ID, master signage plan, common signage plan). A Master Signage Plan or Common Signage Plan is required for any zoned lot on which an owner proposes to erect more than one sign requiring a permit.

Incomplete applications or applications without adequate drawings will cause a delay in the processing of your application.

Street Address of Sign Location: 73rd & Harrison

Name of Development Schaefers 1st Addition

Applicant Information

Company Name: LaVista Youth Football & cheerleading Contact: Steve Ashby

Address: 8101 marion Ln City: LaVista State NE Zip 68128

Phone: 321-5006/510-9152 Fax: _____ E-mail: _____

Business/Organization (that is the subject of the sign)

Company Name: Same as above Contact: _____

Address: _____ City: _____ State ____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Sign Type

__ Wall __ Monument __ Center Identification __ Construction __ Subdivision Sign ✓ Temporary sign

__ Master Signage Plan __ Common Signage Plan __ Other, please indicate _____

Message on Sign(s): Fireworks Sales

Dates of sign/s display: 6-24-10 ~ 7-4-10

Illumination: ✓ None __ Internal __ External If yes, describe _____

Estimated cost of sign(s): $65.00/sign Are any existing signs at this location to remain? ✓ Yes __ No

Total number and types of signs at this business location one "For Lease" sign

Is the location for this sign part of a shopping center, office park, or industrial park? __ Yes ✓ No

If yes, describe and name: _____

Sign Size

4 signs total as noted on site plan

Sign width 4' Sign length 8' Total square feet 32 Height from grade to top of sign 6 ft.

Setback from nearest property line 35 ft.

(Wall Signs)

Business facade width _____ ft. Height _____ ft. Total business facade area _____ sq. ft.

Side of Building ___North ___South ___East ___West Number of sides lot/bay abutting street _____

Applicant's Signature

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

(Signature of Applicant)

12/16/09
(Date)

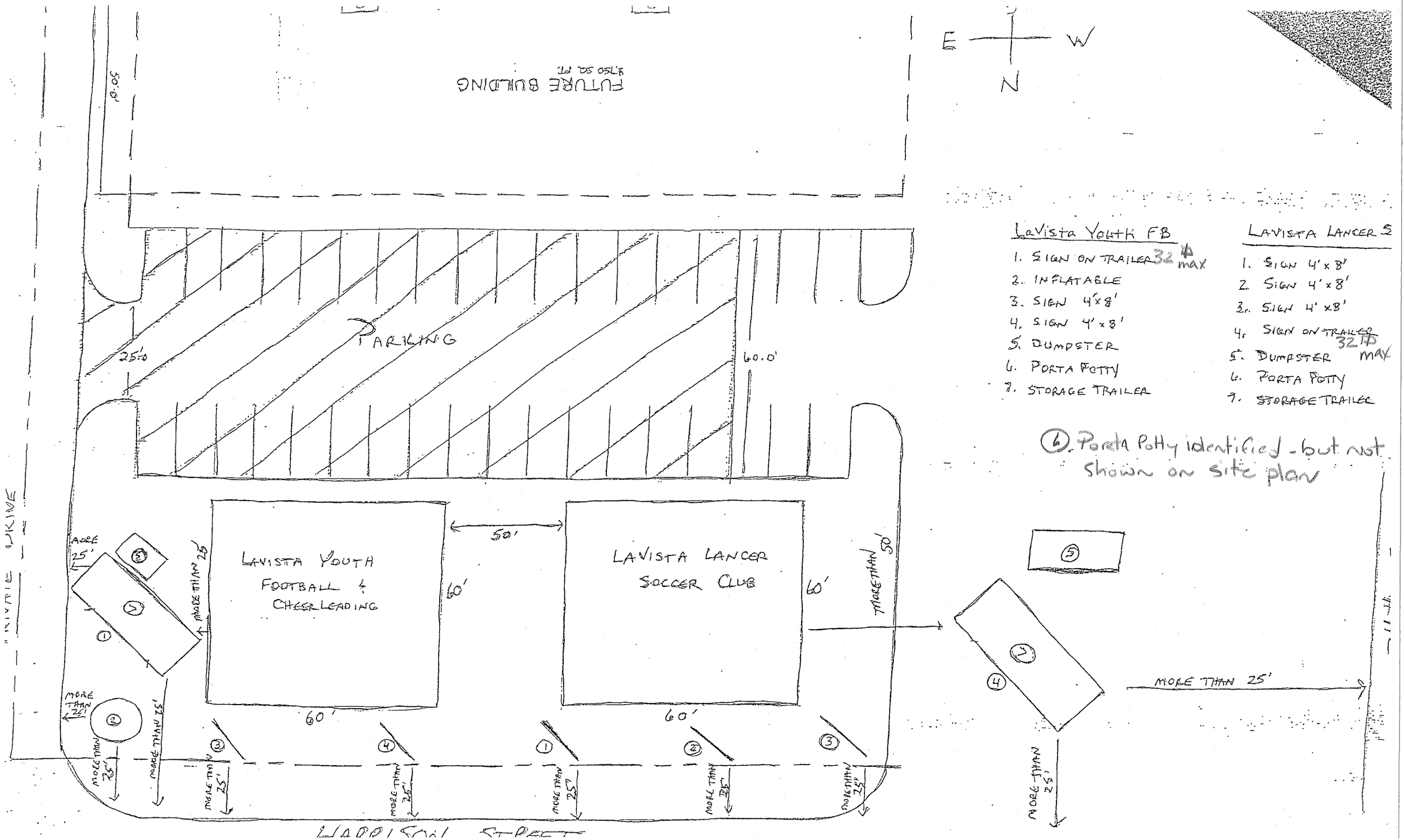
Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

____Approved ____Disapproved By:_____ Date_____

Reason(s) for disapproval_____



LaVista Youth FB

1. SIGN ON TRAILER 32 sq ft max
2. INFLATABLE
3. SIGN 4'x8'
4. SIGN 4'x8'
5. DUMPSTER
6. PORTA POTTY
7. STORAGE TRAILER

LAVISTA LANCER S

1. SIGN 4'x8'
2. SIGN 4'x8'
3. SIGN 4'x8'
4. SIGN ON TRAILER 32 sq ft max
5. DUMPSTER
6. PORTA POTTY
7. STORAGE TRAILER

(6) Porta Potty identified - but not shown on site plan

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE

Pursuant to §91.46 of the La Vista Municipal Code any person desiring to store or keep for any period of time explosive materials defined in Neb. RS 28-1213, shall file with the City Clerk an application for an explosive material storage permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant Rick Richt Today's Date 12/8/09

Age of Applicant over age 25

Street Address 7821 S. 71st Ave

City La Vista State NE Zip 68128

Phone (daytime) 292-9894 (evening) 593-7549

Name of Employer Astro Buildings

Street Address of Employer 1109 S. 19th St

City Omaha State NE Zip 68108

Have you been instructed in the use of Explosives ☑ yes ☐ no

If yes, by whom? The Distributor

What type of instruction Sales, Safety + Storage

Date of instruction 6/2009 Length of time of instruction 2 hours

List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done

over 8 years experience with sales of class "C" consumer fireworks

safety of class "C" consumer fireworks

storage of class "C" consumer fireworks

List the type of explosives you have been trained on and used

class "C" consumer fireworks

Enclose copies of any training certificate, explosive permits from other states or other pertinent documentation.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Richard P. Richt
Signature of Applicant

Richard P. Richt
Printed Name of Applicant

FOR CITY HALL USE ONLY

Date Received: _____ **Received by:** _____

☐ $100 permit application fee.

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization LaVista Lancers Soccer Club

The LaVista Lancers Soccer Club has merged activities with the LaVista Rec Dept. We will be a partner with the Rec Dept. soccer programs and will incorporate the Rec Dept. programs into our fundraising and sponsorship programs during 2010. The following projects will be receiving money during 2010:

Money for team Parties, Player Registration & Equipment for the soccer programs.

Donation to LaVista Easter Egg Hunt

llege Scholarships for past club players

LaVista 50 year anniversary celebration

LaVista Halloween Safe Night

Donations to assist previous club players who continue their soccer participation in high schools.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Richard P. Richt
Signature of Organization Official

Richard P. Richt
Printed Name of Organization Official

President
Title of Organization Official

Permit Year 2010

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Richard P. Richt
Signature of Organization Official

Richard P. Richt
Printed Name of Organization Official

President
Title of Organization Official

Signature of Organization Official

Printed Name of Organization Official

Title of Organization Official

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2010

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Lancers Soccer Club

Annual Income

Gross Fireworks Sales	100,991.78

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	51,419.59
State Sales Tax	6,636.94
Permit Fees: Local	2,870.00
State	25.00
Insurance	1,876.54
Rent or Lease Expenses	6,000.00
Advertising	2553.50
Miscellaneous (please describe) Tent →	2,278.01
• Lights Electrical + phone utilities, usage + Installation	2184.68
• Fire safety + other Equipment Registers, Tabels, Credit card machines	4,119.96
• Credit cards, Discounts given to members Product shrink, Bad checks or	3,811.59
• Security	1,000.00
Total Expenses	84,745.81
Net Proceeds (profits)	16,251.97

♦♦♦♦♦♦

Permit Year 2010

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
Feb/May/July	Money for team Parties (Dynamite, Fireballs, Terminators)	Various	766.00
March	LaVista Easter Egg Hunt	LaVista	300.00
April	Soccer Tournament Fee (Cheetahs)		220.00
June	6-$500 College Scholarships for past players (Redding / Behm / Smith / White/White / Schroeder)	PLV HS	3000.00
July/Aug	Soccer fees for past players continuing to play soccer (Pleis, Long, Scalise)	Papillion / PLHS	1128.00
July	Team Money for Registrations (Mavericks) LaVista kids on Papillion Team	ENSA League	500.00
August	Boy Scout Summer Camp Registration for previous player (Anthony White)		410.00
October	Team Money for Registrations, Equipment, Team Party (Mavericks)	P/LV	1000.00

Total Community Betterment Expenditures 7324.00

Please detail costs associated with projects and/or events.

Permit Year 2009

CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization LaVista Lancers Soccer Club

City of LaVista Easter Egg Hunt Candy	200.00
LaVista Dare Golf Sponsorship	65.00
Scholarships for Graduating Seniors	2000.00
Spring Team Parties / Rec Team Giveaway	500.00
Candy for Halloween Safe Night	200.00
Tournament Fees	400.00
Team Uniforms	200.00
Team Equipment	500.00
✱ Team Clothing	500.00
✱ Team Parties	500.00
Field Use Fees	500.00

✱ This money is alotted to teams for volunteering at Fireworks Stand.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Richard P Richt
Signature of Organization Official

Richard P. Richt
Printed Name of Organization Official

President
Title of Organization Official

Permit Year 2009

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2008

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Lancers Soccer Club

Annual Income	
Gross Fireworks Sales	$108,502.45
Expenses	
Wholesale Cost of Fireworks (please provide copy of invoice)	$57,601.78
State Sales Tax	$7,098.29
Permit Fees:	
Local	$2,870.00
State	$ 25.00
Insurance	$1,705.95
Rent or Lease Expenses	$6,000.00
Advertising	$2,321.40
Miscellaneous (please describe) Tent →	$2,927.52
• Utilities Usage & Installation - Lights Electrical & Phone	$1,986.08
• Registers, Tables, Credit Card machines, Fire Safety & Other Equipment	$3,745.42
• Product Shrink, Bad Checks or Credit Cards, Discounts Given to members	$3,465.18
• Security	$1,000.00
Total Expenses	$90,746.62
Net Proceeds (profits)	$17,755.83

******

Permit Year 2009

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
3/13/08	City of LaVista Easter Egg Candy Pat Lodes	City Park	185.40
5/8/08	LaVista Dave Golf Sponsorship Kenny Pleiss		65.00
5/08	Scholarships for Previous Club Players Lodes (500) Leeper (500) Monson (566) Pat Lodes	PLV High School	1500.00
5/08	Free Mini Frosty to LaVista Rec Players Rick Richt	Soccer Fields	217.00
10/31/08	Candy for Halloween Safe Night Rick Richt	Rec Center	93.90
3/08 & 9/08	Cheetahs Tournament Fees Craig Siedlik		390.00
May/Oct 2008	Soccer Internationale Team Uniforms & Equipment		1048.60
Oct 2008	Team Clothing, Parties		2245.50

Total Community Betterment Expenditures 5745.50

Please detail costs associated with projects and/or events.

Annual Expenditures

nnual Expenditure of Net Proceeds	2007		2006		2005		2004	
	Date	Amount	Date	Amount	Date	Amount	Date	Amount
oject & Cost								
$35 discount to each registered L.L.S.C. player for British Soccer Club			June	$500.00	Jun 9-13	$0.00	Jun 9-13	$465.00
**Scholarships to high school seniors who played three years with the Club	June	$2,500.00	May	$3,000.00	10-Jun	$500.00	10-Jun	$500.00
					10-Jun	$500.00	10-Jun	$500.00
Fall & spring parties for the soccer players	May/Oct	$1,417.00	May/Oct	$1,270.00	Jun & Nov	$595.00	Jun & Nov	$1,355.00
Easter Candy Donation	Mar	$300.00	March	$200.00	10-Apr	$50.00	10-Apr	$100.00
Donation for firework display for LaVista Day Celebration								
Amts given to each team for trophies, tournaments, indoor soccer, etc.		$2,677.00	Various	$2,276.00	Various	$770.00	Various	$1,495.00
Equipment for Teams	Year	$2,568.00	Various	$3,250.00	Various	$1,060.00	Various	$2,800.00
Spring Club Jamboree	May	$1,314.00	May	$1,200.00	5-May	$650.00		
Fall Club Jamboree	October	$1,500.00				$1,475.00		
Improvements for Soccer Fields	October	$1,490.00				$325.00		
Coach Clinic						$100.00		
Halloween Candy Donation	October	$82.00	October	$100.00		$45.00		
Style House Donation	May	$65.00						
l Expenditures		$13,913.00		$11,796.00		$6,070.00		$7,215.00
	**Scholarships awarded to:		**Scholarships awarded to:		**Scholarships awarded to:		**Scholarships awarded to:	
	Hollie Obrecht	$500.00	Jena Fitch	$500.00	Julie Gardner	$500.00	Klie Workman	$500.00
	Jordan Anderson	$500.00	Joshua Kozak	$500.00	Brett Lodes	$500.00	Ryan Garcia	$500.00
	Kari Haru	$500.00	Cait Lastovica	$500.00				
	Hillary Richt	$500.00	Autumn Nohr	$500.00				
	Patrick Ernst	$500.00	Andrea White	$500.00				
			Emily Ronan	$500.00				

LaVista Soccer Club

Statement of Annual Income from Fireworks Sales

	2007	2006	2005	2004
Annual Income				
Gross Fireworks Sales	$103,390.68	$98,918.48	$96,881.30	$60,328.48
Expenses				
Wholesale Cost of Fireworks	$54,777.95	$52,952.94	$51,763.36	$29,661.90
State Sales Tax	$6,763.88	$6,471.30	$6,338.03	$3,946.72
Permit Fees				
local	$2,870.00	$2,750.00	$2,750.00	$2,160.00
state	$25.00	$25.00	$25.00	$25.00
Insurance	$1,550.86	$1,483.78	$1,453.22	$904.93
Rent/Lease Expense	$6,000.00	$5,638.35	$5,522.23	$4,750.00
Delivery & Storage				$1,960.68
Advertising	$2,171.20	$2,077.29	$2,034.51	$1,275.00
Miscellaneous				
Tent	$2,850.00	$2,345.15	$2,345.15	$2,769.28
Electrician & electrical equip	$1,861.03	$1,780.53	$1,743.86	$820.00
Fire Safety equipment				$85.00
Registers & tables	$3,515.28	$3,363.23	$3,293.96	$1,850.00
Give Aways (bags, punks, etc.)				$693.78
Product strink & bad checks	$3,205.11	$3,066.47	$3,003.32	$1,266.90
Discount products to members				$542.96
Night security	$1,000.00	$1,000.00	$1,000.00	$1,100.00
Total Expenses	$86,590.31	$82,954.04	$81,272.64	$53,812.15
Net Proceeds (profits)	$16,800.37	$15,964.44	$15,608.66	$6,516.33

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2009

PRODUCER Phone: 440-248-4711 Fax: 440-248-5406
Britton-Gallagher and Associates, Inc.
5240 SOM Center Rd.
Cleveland OH 44139

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Bellino Fireworks Inc
501 Olson Drive, St 210
Papillion NE 68046

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	5379100-02	5/4/2010	5/4/2011	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [X] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Location: 7302 Harrison St. Lavista Ne.
Lot 4 Schaefer's 1st Addition
Additional Insured:
City of LaVista Ne.
LaVista Lancer Soccer Club
Bellino Harrison Street Property LLC
Donald J. & Valerie R. Bellino

CERTIFICATE HOLDER

Bellino Fireworks Inc.
501 Olson Dr. Suite 210
Papillion NE 68046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

Nebraska State Fire Marshal's Online Fireworks License Application

APPLICATION COMPLETE:

Click here to print your receipt

Your application has been completed.
Upon approval, you will receive your permit within the next 14 business days.

Please print this page as a record of your request and payment.

Need the Rules for Retail Sales of Fireworks?

** This is not a license **

Your Pending Application Order Verification Number Is: 115674

To make a change to your application, please call (402) 471-2011

PRICE TOTAL:

1 Retail Stand(s) @ $25.00 per stand: $	**25.00**
Total: $	**25.00**

Laviste Lancers Soccer

NEBRASKA STATE FIRE MARSHAL

246 South 14th Street
Lincoln, NE 68508-1804

LICENSE FOR SALE OF FIREWORKS

Permissible fireworks may be sold at retail commencing 12:01 AM June 25 and ending 11:59 PM July 4 and must be purchased from a licensed distributor or jobber. A jobber may not sell retail. Invoice copies for all fireworks must be kept available for inspection and must show the license number of the distributor or jobber. Fireworks may not be sold outside the city limits of an incorporated town or village. Violations of State Fire Marshal regulations may result in immediate revocation of this license.

LICENSE GOOD ONLY FOR JUNE 25 - JULY 4 OF YEAR LICENSE ISSUED

This copy signed, dated and numbered by the STATE FIRE MARSHAL constitutes issuance of a LICENSE pursuant to the provisions of Nebraska Revised Statute 28-1246 (1994 Supp.). Such license shall be displayed at licensee's place of business.

DATE RECEIVED:
1/13/2010

All regulations can be found at our website: http://www.sfm.ne.gov.

TYPE OF LICENSE AND FEE:
RETAILER $25

LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:
Stand#: 2010-RP-115674-717-RL-001
7302 HARRISON ST
LAVISTA

COUNTY
SARPY

STORAGE LOCATION:
7302 HARRISON ST
LAVISTA

SARPY

DISTRIBUTOR(S)/JOBBERS:
BELLINO FIREWORKS INC

SALES TAX NUMBER:
17617569

DATE ISSUED:
1/25/2010

John E Falgione
STATE FIRE MARSHAL

LICENSE HOLDER:
LAVISTA LANCERS SOCCER CLUB
501 OLSON DRIVE, SUITE 210

PAPILLION NE 68046-

LICENSE NUMBER
2010-RP-115674-717

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION
SALE OF PERMISSIBLE FIREWORKS

Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Monarchs wrestling club Today's Date 12/30/09

Street Address 7712 S. 71st st

City La Vista State Ne Zip 68128

Contact Person Jeff Niemiec Phone (daytime) 594-5360 (evening) 537-9015

APPLICANT READ

This permit application is used by the City Council to evaluate your organization's qualifications for a Fireworks Permit. Please answer all questions completely and accurately. Failure to submit the application pursuant to the deadlines contained herein or submission of an incomplete application may result in denial of a permit. The City is not responsible for determining whether your application is complete at the time of submission nor will you be allowed to submit additional information after the deadlines noted herein.

To be eligible for City Council review, each application submittal must include the following in one packet:

- ✓ Completed Permit Application Form and a $500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, $400 of this fee will be refunded to your organization. If you are issued a permit, the remaining amount of the permit application fee as established in the Master Fee Ordinance will be due and payable to the City of La Vista no later than noon on June 25 of the permit year to receive permit.

- ✓ A site plan on 8 ½ " x 11" paper which details the dimensions, location and distance between all proposed components of your group's fireworks stand (including but not limited to: tent, storage, garbage, portable restrooms, signs, parking, etc.) The site plan must be neat and legible, with an attempt made to show components as close to scale as possible.

- ✓ A signed statement from the land-owner where your proposed fireworks sales will occur, granting permission to your organization to utilize the property (written permission from retail store managers is not acceptable).

- ✓ The City of La Vista's *Accessory and Light Remodeling Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for your tent (please note, no more than one tent is allowed). Your permit must note the proposed date and time of your site set up. Please contact the Chief Building Official for assistance in completing this permit. If your permit application is denied, this fee will be refunded.

- ✓ The City of La Vista's *Sign Permit* and the permit application fee per sign (maximum of four), as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for any and all temporary signage. (The size and location of signs must be in compliance with the City's zoning regulations regarding temporary signs.) Please contact the Chief Building Official for assistance in completing this permit. If your permit is denied, this fee will be refunded.

- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the

Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, $100 of this fee is refunded to your organization.

- ✓ A signed City of La Vista *Statement of Proposed Community Betterment Expenditures* from your organization describing in detail how net proceeds from the sale of fireworks will be used for Community Betterment in the City of La Vista must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).

- ✓ If your organization has held a permit in any of the three (3) years preceding this application, a City of La Vista *Statement of Annual Income for Fireworks Sales* must be completed for each of the three years and received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).

- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year an insurance certificate meeting the requirements outlined in City Code.

- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year, the balance of the permit fee in the amount of $2,000 and a State Fire Marshal Certificate meeting the requirements outlined in City Code.

CERTIFICATION AND RELEASE

I certify that I have read and understand the "Applicant Read" paragraph on page one of this permit application and that all information, statements, materials and permits submitted as a part of this Permit Application are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use or sales of illegal fireworks is prohibited. I hereby further provide written assurance that this organization will file a certificate of insurance issued by an insurance company in good standing, authorized to do business in Nebraska, providing liability insurance in the amounts and for the coverages required by the City Council. I understand this certificate of insurance is a condition of issuance of the permit.

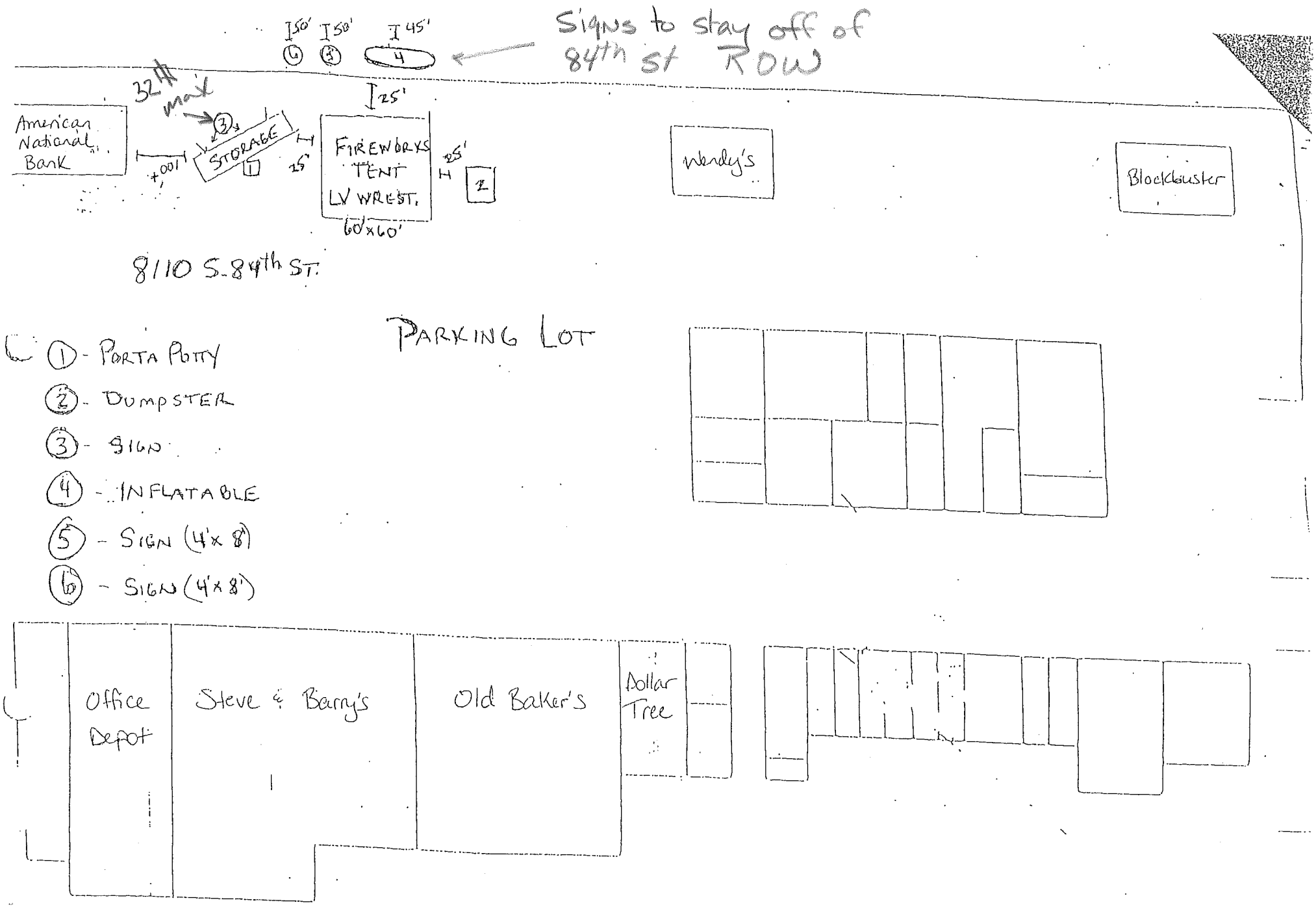
Jeffrey J. Niemiec
Signature and Title of Organization Official

Jeff Niemiec
Printed Name of Organization Official

FOR CITY HALL USE ONLY

Date Received: _____ **Received by:** _____

- ☐ $500 permit application deposit fee.
- ☐ Site Plan.
- ☐ A written statement of permission from the land-owner.
- ☐ The City of La Vista's *Accessory and Light Remodeling Permit* and $150 permit application fee for Tent.
- ☐ The City of La Vista's *Sign Permit* application (maximum of four signs) and applicable fee.
- ☐ The City of La Vista's *Explosive Materials Storage Permit* and $100 permit application fee.
- ☐ Statement of Proposed Community Betterment Expenditures.
- ☐ Three *Statements of Annual Income for Fireworks Sales.*
- ☐ Insurance certificate (due by 12:00 noon on June 25th).
- ☐ State Fire Marshal Certificate (due by 12:00 noon on June 25th).
- ☐ $2,000 Permit Fee Balance (due by 12:00 noon on June 25th).


I50' I50' I45'
6 5 4
Signs to stay off of 84th St ROW
32ft mark
American National Bank
+/-100'
3
STORAGE
1
25'
I25'
FIREWORKS TENT LV WREST.
60x60'
25' H
2
Wendy's
Blockbuster
8110 S. 84th St.
PARKING LOT
1 - PORTA POTTY
2 - DUMPSTER
3 - SIGN
4 - INFLATABLE
5 - SIGN (4'x 8')
6 - SIGN (4'x 8')
Office Depot
Steve & Barry's
Old Baker's
Dollar Tree

Bellino Fireworks, Inc.
501 Olson Drive Suite 210 Papillion, NE 68046 Phone:(402) 935-1916

Permission to Occupy

I hereby give the LaVista Wrestling Club permission to occupy my property at 8110 S. 84th St. LaVista, NE to operate a retail fireworks stand from June 20th through July 6th.

Randall Wieseler

Randall Wieseler, President/ 1st Management

City of La Vista

Light Remodeling and Accessory Permit Application

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-331-4343 Fax: 402-331-4375

The city is not responsible for permits taken out that were not allowable within your particular subdivision. We suggest that you consult your subdivision covenants before applying for permits.

**** 2003 IRC (Int'l Residential Code) - Adopted Feb. 13, 2006****

Date of Application 12/30/09 Mail Permit to: (circle) Contractor Owner: Permit # _____

Project Address: 8110 S. 84 st

Lot Number: 2A3 Subdivision Willow Brook Addition Is this a rental property: Yes No

Print Applicant Name/Address: Jeff Niemiec / Monarchs Wrestling Club
7712 S. 71 st st. LaVista NE 68128 Phone #: 594-5360

Print Owner Name/Address: Frank Krejci / First Management Inc.
1941 S. 42nd st ste 550, omaha, NE 68105-2982 Phone #: 402-344-4600

Print Contractor Name/Address: Same as applicant
Phone #: _____

CALL BEFORE YOU DIG! UNDERGROUND HOT LINE 344-3565

FENCE:

Height: _____ Type: _____ Location: _____ Est.Materials: $ _____ Fee:$ _____

- **Site plan required showing fence location, type and height**
- **Fence posts must be set in concrete 24" minimum depth for wood and chain link**
- **Fence location on or into *fence owners* property (may require survey).**
- **All wood pickets or boards to face to the outside**
- **Front yard fences need to be 12-1/2' from curb & no more than 4' high—open picket, split rail & chain link(2003 IRC)**
- **Sideyard fences, on a corner lot, need to be 12-1/2' from the curb or off the right of way**

SHED:

Height: _____ Type: _____ Location: _____ Est.Materials: $ _____ Fee:$ _____

- **Site plan of property required showing shed location and spacing**
- **Shed MUST BE located a minimum of 5 feet from the rear and side property line/s.**
- **Concrete slab shed floor to have 1/2" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie-down**
- **Wood floors of sheds must be provided with 4 shed tie-downs anchors to meet city code**
- **Maximum shed height 17', or less if restricted by local governing covenants (15').**
- **Shed MUST BE located a minimum of 6'0" from any structure, or fire proofed to meet city code.**

DECK:

Type: _____ Location: _____ Est. Materials: $ _____ Fee:$ _____

- **Site plan of property showing house and deck location and size**
- **Deck drawing required showing the following:**
  - **a. Over-all deck size and stair location**
  - **b. Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.**
  - **c. Decks must be 6 feet from any other detached structure**
  - **d. Post hole locations require 42" deep frost footings when attached to the house**
  - **e. Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"**
  - **f. Indicate wood joist sizes and spacing measurement**
  - **g. Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)**
  - **h. Galvanized joist hangers at ledger beam**
  - **i. Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart**
  - **j. Stair detail as provided by City**
  - **k. *Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.***

CURB-CUT / DRIVEWAYS / SIDEWALK

Curb Cut Length: _____ Driveway Width: _____ Driveway Length: _____
Sidewalk Length: _____ Concrete Depth: _____ Fee:$ _____

Driveways must meet specifications of City Code & MUST be inspected before pouring

OTHER ACCESSORY PROJECTS

Describe Project: Tent
Length: 60' Width 60' # Door/s: _____ # Window/s: _____
Etc: set up 6/20/10 ; Teardown 7/5/10 Fee:$ 150.00

Total of all FEES DUE: $ 150.00

Applicant certifies that this information has been read, understood and that projects will be constructed in compliance with all city ordinances; that all information is correct; and, that inspections will be requested.

Please phone 24 hours in advance for a final on all projects and any other inspections as noted above.

Signature of Applicant: Jeffrey J. Niemiec **Date:** 12/31/09

Approved By City Official: _____ **Permit Clerk** _____

Date of Approval: _____

CITY OF LA VISTA

8116 Park View Boulevard
La Vista, NE 68128
(402) 331-4343

SIGN PERMIT APPLICATION

Attached to this application must be:

- A detailed drawing showing the layout, dimensions (including square feet), colors, and materials of the proposed sign(s).
- A building elevation showing the location of the sign and the dimensions of the business facade/wall on which the sign is located (Wall Signs ONLY)
- A plot plan of the site showing the location of the sign(s) relative to the property lines (ground monument, center ID, master signage plan, common signage plan). A Master Signage Plan or Common Signage Plan is required for any zoned lot on which an owner proposes to erect more than one sign requiring a permit.

Incomplete applications or applications without adequate drawings will cause a delay in the processing of your application.

Street Address of Sign Location: 8110 S. 84 st

Name of Development Brentwood Square shopping Center

Applicant Information

Company Name: Monarchs wrestling Club Contact: Jeff Niemiec

Address: 7712 S. 71st st City: LaVista State NE Zip 68128

Phone: 594-5360 Fax: _____ E-mail: _____

Business/Organization (that is the subject of the sign)

Company Name: Same as above Contact: _____

Address: _____ City: _____ State ____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Sign Type

__ Wall __ Monument __ Center Identification __ Construction __ Subdivision Sign X Temporary sign

__Master Signage Plan __Common Signage Plan __ Other, please indicate _____

Message on Sign(s): Fireworks Sales

Dates of sign/s display: 6/24 through 7/4/10

Illumination: X None __ Internal __ External If yes, describe _____

Estimated cost of sign(s): $65.00 per sign Are any existing signs at this location to remain? ✓ Yes __ No

Total number and types of signs at this business location _____

Is the location for this sign part of a shopping center, office park, or industrial park? ✓ Yes __ No

If yes, describe and name: Brentwood Square shopping center

Sign Size

4 signs total as noted on site plan

Sign width 4' Sign length 8' Total square feet 32 Height from grade to top of sign 6 ft.

Setback from nearest property line 25 ft.

(Wall Signs)

Business facade width _____ ft. Height _____ ft. Total business facade area _____ sq. ft.

Side of Building ___North ___South ___East ___ West Number of sides lot/bay abutting street _____

Applicant's Signature

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

Jeffrey J. Niemiec
(Signature of Applicant)

12/31/09
(Date)

Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

____Approved ____Disapproved By:_____ Date_____

Reason(s) for disapproval_____

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE

Pursuant to §91.46 of the La Vista Municipal Code any person desiring to store or keep for any period of time explosive materials defined in Neb. RS 28-1213, shall file with the City Clerk an application for an explosive material storage permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant Jeff Niemiec Today's Date 12/8/09

Age of Applicant over age 25

Street Address 7712 S. 71st St

City La Vista State NE Zip 68128

Phone (daytime) 594-5360 (evening) 537-9015

Name of Employer Con Agra Foods

Street Address of Employer 7350 world Communication Drive

City Omaha State NE Zip

Have you been instructed in the use of Explosives ☑ yes ☐ no

If yes, by whom? The distributor

What type of instruction Sales, Safety + Storage

Date of instruction 6/2009 Length of time of instruction 2 hours

List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done

Over 8 years experience with the sales of class "C" Consumer Fireworks

Safety of class "C" Consumer Fireworks

Storage of class "C" Consumer Fireworks

List the type of explosives you have been trained on and used

Class "C" Consumer Fireworks

Enclose copies of any training certificate, explosive permits from other states or other pertinent documentation.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Jeffrey J. Niemiec
Signature of Applicant

Jeff Niemiec
Printed Name of Applicant

FOR CITY HALL USE ONLY

Date Received: _____ **Received by:** _____

☐ $100 permit application fee.

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization Monarchs wrestling Club

The Monarchs wrestling Club currently has over 70 kids participating from the LaVista area with approximately 12 volunteer coaches. Every wrestler in the club is provided with instruction on the sport of wrestling. The club pays for every competition for every wrestler allowing an inexpensive way for a child to participate in a great sport. Everything is voluntary and nearly every expense is incurred by the club.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Jeffrey J. Niemiec
Signature of Organization Official

Jeff Niemiec
Printed Name of Organization Official

President
Title of Organization Official

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2009

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Monarchs wrestling club

Annual Income	
Gross Fireworks Sales	82,985.90
Expenses	
Wholesale Cost of Fireworks (please provide copy of invoice)	42,027.67
State Sales Tax	5,428.96
Permit Fees:	
Local	2,870.00
State	25.00
Insurance	1,559.18
Rent or Lease Expenses	6,000.00
Advertising	2,182.86
Miscellaneous (please describe) Tent	2,278.01
• Lights, electrical + phone utilities usage and installation	1,871.03
• Fire safety + other equipment Registers, Tables, credit card machines	3,534.16
• Cards, Discounts to members product shrink, Bad checks or credit	3,222.32
• Security	1,000.00
Total Expenses	71,999.19
Net Proceeds (profits)	10,986.31

♦♦♦♦♦♦

Permit Year 2010

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
10-9-9	New singlets for wrestlers	N/A	7,130.00
10-9-9	wrestling mat supplies	N/A	1,200.00
10-9-9	Wrestling Tournament Entry Fees	Various	8900.00
12-9-9	Hosting wrestling tournament expenses	Papillion High School	4,000
4-10-9	Banquet awards for wrestlers	papillion High school	2,100
10-9-9	USA Insurance	N/A	700

Total Community Betterment Expenditures 24,030

Please detail costs associated with projects and/or events.

Permit Year 2010

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Jeffrey J. Niemiec
Signature of Organization Official

Jeffrey Niemiec
Printed Name of Organization Official

President
Title of Organization Official

Signature of Organization Official

Printed Name of Organization Official

Title of Organization Official

Permit Year 2009

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2008

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Vipers Wrestling Club

Annual Income	
Gross Fireworks Sales	$94,383.51
Expenses	
Wholesale Cost of Fireworks (please provide copy of invoice)	$49,024.52
State Sales Tax	$6,174.62
Permit Fees:	
Local	$2,870.00
State	$25.00
Insurance	$1,417.44
Rent or Lease Expenses	$6,000.00
Advertising	$1,984.42
Miscellaneous (please describe) Tent → Utilities Usage & Installation	$2,927.52
• -Lights Electrical & Phone > Registers, Tables, Credit Card machines	$1,700.94
• Fire Safety & Other Equipment Product Shrink, Bad checks or Credit	$3,212.88
• Cards, Discounts Given to Members	$2,929.39
• Security	$1,000.00
Total Expenses	$79,266.73
Net Proceeds (profits)	$15,116.78

******

Permit Year 2009

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
10/08	New wrestling singlets for wrestlers	N/A	$2,320.00
10/08	New wrestling warmups for wrestlers	N/A	$3,930.00
10/08	Headgear for wrestlers	N/A	$1,320.00
10/08	Wrestling mat supplies (cleaners, tape, etc.)	N/A	$1,043.00
11/08 – 4/09	Wrestling tournament entry fees	Various	$6,280.00
4/09	Banquet and awards for wrestlers	Rec center	$1,160.00
11/08	AAU Wrestling Insurance	N/A	$700.00

Total Community Betterment Expenditures $16,753.00

Please detail costs associated with projects and/or events.

Permit Year 2008

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2007

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization: LaVista Wrestling

	2007
Annual Income	
Gross Fireworks Sales	$ 82,170.89
Expenses	
Cost of Wholesale Fireworks	$ 41,437.84
State and City Sales Tax	$ 5,375.67
Local License / Permit Fees	$ 2,870.00
State License / Permit Fees	$ 25.00
Insurance	$ 1,232.56
Rental / Lease Expenses	$ 6,000.00
Advertising / Marketing	$ 1,725.59
Miscellaneous	
Tent	$ 2,850.00
Utilities, Usage, and Installation	
Lights, Electrical, and Phone	$ 1,479.08
Registers, Tables, Credit Card Machines,	
Fire Safety and Other Equipment	$ 2,793.81
Product Shrink, Bad Checks, or Credit Cards	
Discounts Given to Members	$ 2,547.30
Security	$ 1,000.00
TOTAL EXPENSES	$ 69,336.85
NET PROCEEDS (profits)	$ 12,834.04

Vipers Wrestling Expenses for 2007

$1900.00 – New Wrestling Singlets for wrestlers
$3680.00 – New Wrestling warmups for wrestlers
$1040.00 – Headgear for wrestlers
$768.00 – Wrestling mat supplies (cleaners, tape, etc)
$5940.00 – Wrestling tournament entry fees (45 wrestlers X $12 each X 11 tournaments)

$13228.00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2009

PRODUCER Phone: 440-248-4711 Fax: 440-248-5406
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Bellino Fireworks Inc
501 Olson Drive, St 210
Papillion NE 68046

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	5379100-02	5/4/2010	5/4/2011	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [X] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Location: 8110 S 84th St. LaVista Ne.
Lot 2A3 Willow Brook Addition
Additional Insured:
City of LaVista Ne.
Monarch Wrestling Club
Frank Krejci
See Attached...

CERTIFICATE HOLDER

Bellino Fireworks Inc.
501 Olson Drive Suite 210
Papillion NE 68046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / SPECIAL PROVISIONS

F&J Realty
Donald J. & Valerie R. Bellino

Nebraska State Fire Marshal's Online Fireworks License Application

APPLICATION COMPLETE:

Click here to print your receipt

Your application has been completed.
Upon approval, you will receive your permit within the next 14 business days.

Please print this page as a record of your request and payment.

Need the Rules for Retail Sales of Fireworks?

** This is not a license **

Your Pending Application Order Verification Number Is: 115722

To make a change to your application, please call (402) 471-2011

PRICE TOTAL:

1 Retail Stand(s) @ $25.00 per stand: $	**25.00**
Total: $	**25.00**

Monarchs wrestling

NEBRASKA STATE FIRE MARSHAL

246 South 14th Street
Lincoln, NE 68508-1804

LICENSE FOR SALE OF FIREWORKS

Permissible fireworks may be sold at retail commencing 12:01 AM June 25 and ending 11:59 PM July 4 and must be purchased from a licensed distributor or jobber. A jobber may not sell retail. Invoice copies for all fireworks must be kept available for inspection and must show the license number of the distributor or jobber. Fireworks may not be sold outside the city limits of an incorporated town or village. Violations of State Fire Marshal regulations may result in immediate revocation of this license.

LICENSE GOOD ONLY FOR JUNE 25 - JULY 4 OF YEAR LICENSE ISSUED

This copy signed, dated and numbered by the STATE FIRE MARSHAL constitutes issuance of a LICENSE pursuant to the provisions of Nebraska Revised Statute 28-1246 (1994 Supp.). Such license shall be displayed at licensee's place of business.

DATE RECEIVED:
1/13/2010

All regulations can be found at our website: http://www.sfm.ne.gov.

TYPE OF LICENSE AND FEE:
RETAILER $25

LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:
Stand#: 2010-RP-115722-719-RL-001
8110 S 84TH ST
LAVISTA

COUNTY
SARPY

STORAGE LOCATION:
8110 S 84TH ST
LAVISTA

SARPY

DISTRIBUTOR(S)/JOBBERS:
BELLINO FIREWORKS INC

SALES TAX NUMBER:
17823304

DATE ISSUED:
1/25/2010

John E Falgione
STATE FIRE MARSHAL

LICENSE HOLDER:
MONARCHS WRESTLING CLUB
501 OLSON DRIVE, SUITE 210

PAPILLION NE 68046-

LICENSE NUMBER
2010-RP-115722-719

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION
SALE OF PERMISSIBLE FIREWORKS

Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Youth Baseball Association Today's Date 12/8/09

Street Address 8506 Birch Drive

City La Vista State Ne Zip 68128

Contact Person Randy & Karen Cahill Phone (daytime) 339-4385 (evening) 968-7725

APPLICANT READ

This permit application is used by the City Council to evaluate your organization's qualifications for a Fireworks Permit. Please answer all questions completely and accurately. Failure to submit the application pursuant to the deadlines contained herein or submission of an incomplete application may result in denial of a permit. The City is not responsible for determining whether your application is complete at the time of submission nor will you be allowed to submit additional information after the deadlines noted herein.

To be eligible for City Council review, each application submittal must include the following in one packet:

- ✓ Completed Permit Application Form and a $500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, $400 of this fee will be refunded to your organization. If you are issued a permit, the remaining amount of the permit application fee as established in the Master Fee Ordinance will be due and payable to the City of La Vista no later than noon on June 25 of the permit year to receive permit.

- ✓ A site plan on 8 ½ " x 11" paper which details the dimensions, location and distance between all proposed components of your group's fireworks stand (including but not limited to: tent, storage, garbage, portable restrooms, signs, parking, etc.) The site plan must be neat and legible, with an attempt made to show components as close to scale as possible.

- ✓ A signed statement from the land-owner where your proposed fireworks sales will occur, granting permission to your organization to utilize the property (written permission from retail store managers is not acceptable).

- ✓ The City of La Vista's *Accessory and Light Remodeling Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for your tent (please note, no more than one tent is allowed). Your permit must note the proposed date and time of your site set up. Please contact the Chief Building Official for assistance in completing this permit. If your permit application is denied, this fee will be refunded.

- ✓ The City of La Vista's *Sign Permit* and the permit application fee per sign (maximum of four), as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for any and all temporary signage. (The size and location of signs must be in compliance with the City's zoning regulations regarding temporary signs.) Please contact the Chief Building Official for assistance in completing this permit. If your permit is denied, this fee will be refunded.

- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the

Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, $100 of this fee is refunded to your organization.

✓ A signed City of La Vista *Statement of Proposed Community Betterment Expenditures* from your organization describing in detail how net proceeds from the sale of fireworks will be used for Community Betterment in the City of La Vista must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).

✓ If your organization has held a permit in any of the three (3) years preceding this application, a City of La Vista *Statement of Annual Income for Fireworks Sales* must be completed for each of the three years and received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).

✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year an insurance certificate meeting the requirements outlined in City Code.

✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year, the balance of the permit fee in the amount of $2,000 and a State Fire Marshal Certificate meeting the requirements outlined in City Code.

CERTIFICATION AND RELEASE

I certify that I have read and understand the "Applicant Read" paragraph on page one of this permit application and that all information, statements, materials and permits submitted as a part of this Permit Application are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use or sales of illegal fireworks is prohibited. I hereby further provide written assurance that this organization will file a certificate of insurance issued by an insurance company in good standing, authorized to do business in Nebraska, providing liability insurance in the amounts and for the coverages required by the City Council. I understand this certificate of insurance is a condition of issuance of the permit.

Signature and Title of Organization Official

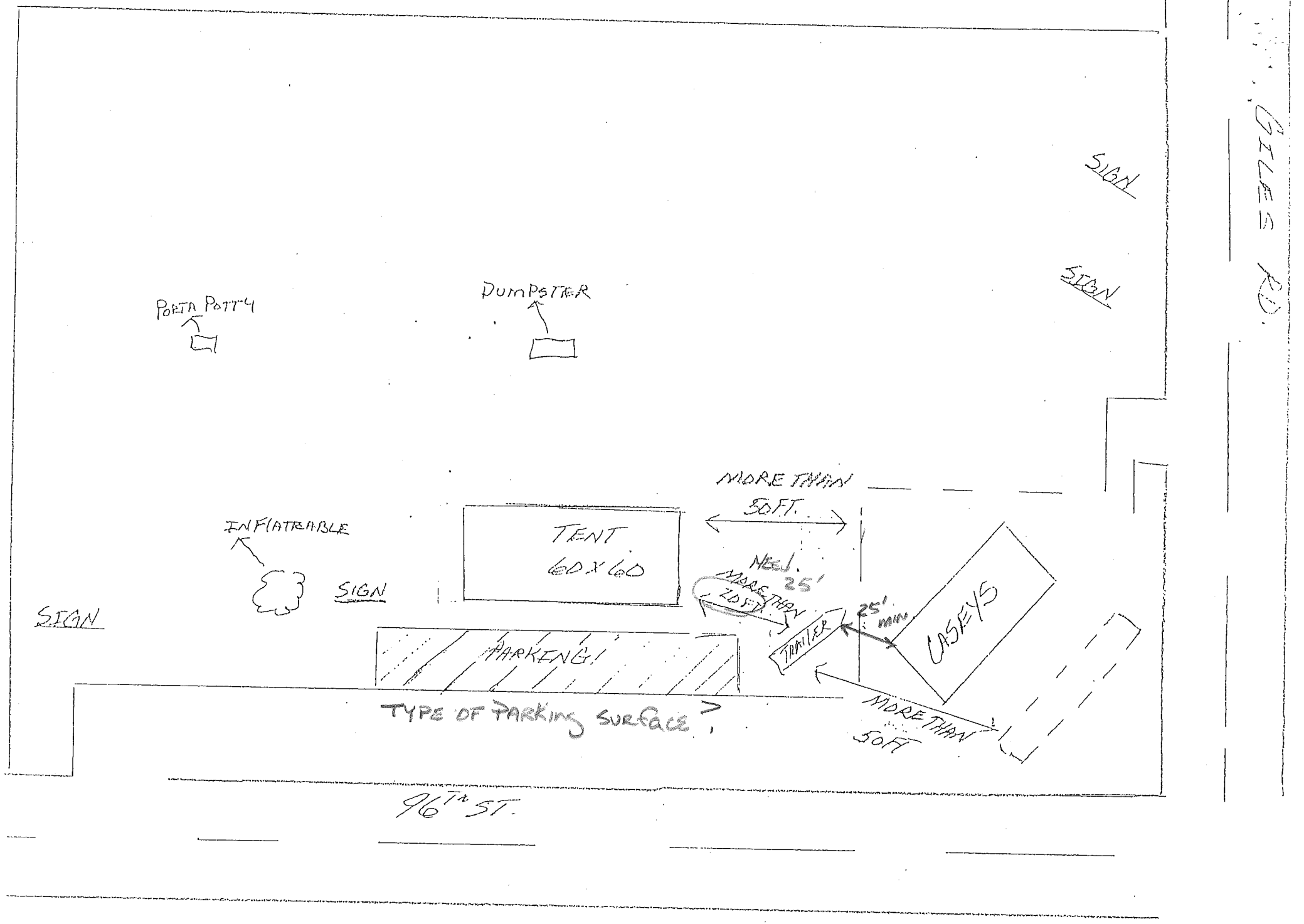
Randall J. Cahill

Printed Name of Organization Official

FOR CITY HALL USE ONLY

Date Received: _____ **Received by:** _____

- ☐ $500 permit application deposit fee.
- ☐ Site Plan.
- ☐ A written statement of permission from the land-owner.
- ☐ The City of La Vista's *Accessory and Light Remodeling Permit* and $150 permit application fee for Tent.
- ☐ The City of La Vista's *Sign Permit* application (maximum of four signs) and applicable fee.
- ☐ The City of La Vista's *Explosive Materials Storage Permit* and $100 permit application fee.
- ☐ Statement of Proposed Community Betterment Expenditures.
- ☐ Three *Statements of Annual Income for Fireworks Sales.*
- ☐ Insurance certificate (due by 12:00 noon on June 25th).
- ☐ State Fire Marshal Certificate (due by 12:00 noon on June 25th).
- ☐ $2,000 Permit Fee Balance (due by 12:00 noon on June 25th).


GILES RD.
SIGN
SIGN
PORTA POTTY
DUMPSTER
MORE THAN 50FT.
INFLATABLE
TENT 60'X60'
NEED 25' MORE THAN 20FT
SIGN
SIGN
25' MIN
TRAILER
CASEY'S
PARKING
TYPE OF PARKING SURFACE?
MORE THAN 50FT
96TH ST.

B.H.I. INVESTMENT CO.
11205 SO. 150TH ST.,STE. 100
OMAHA, NE 68138
(402) 592-6942
Fax: 592-5381

December 23, 2009

LaVista Youth Baseball Association
Attn: Rick Dooley

Dear Rick,

B.H.I. INVESTMENT CO. gives permission to LaVista Youth Baseball Association to occupy the property of 96th & Giles from June 20, 2010 until July 6, 2010 unless the property is sold.

LaVista Youth Baseball Association has permission to set up a fireworks stand during this time.

Thank you,

Gerald Torczon

City of La Vista

Light Remodeling and Accessory Permit Application

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-331-4343 Fax: 402-331-4375

The city is not responsible for permits taken out that were not allowable within your particular subdivision. We suggest that you consult your subdivision covenants before applying for permits.

**** 2003 IRC (Int'l Residential Code) - Adopted Feb. 13, 2006****

Date of Application 12/8/09 **Mail Permit to:** (circle) **Contractor** **Owner:** **Permit #** _____

Project Address: 96th & Giles

Lot Number: 177 **Subdivision** Southwind **Is this a rental property:** Yes No

Print Applicant Name/Address: Randy Cahill / LaVista Youth Baseball Association
8506 Birch Drive LaVista NE 68128 **Phone #:** 339-4385

Print Owner Name/Address: B.H.I. Development Inc.
1205 S. 150th ste 100 Omaha NE 68138 **Phone #:** 402-592-6942

Print Contractor Name/Address: Same as A
Phone #: _____

CALL BEFORE YOU DIG! UNDERGROUND HOT LINE 344-3565

FENCE:

Height: _____ Type: _____ Location: _____ Est.Materials: $ _____ **Fee:$** _____

- **Site plan required showing fence location, type and height**
- **Fence posts must be set in concrete 24" minimum depth for wood and chain link**
- **Fence location on or into *fence owners* property (may require survey).**
- **All wood pickets or boards to face to the outside**
- **Front yard fences need to be 12-1/2' from curb & no more than 4' high—open picket, split rail & chain link(2003 IRC)**
- **Sideyard fences, on a corner lot, need to be 12-1/2' from the curb or off the right of way**

SHED:

Height: _____ Type: _____ Location: _____ Est.Materials: $ _____ **Fee:$** _____

- **Site plan of property required showing shed location and spacing**
- **Shed MUST BE located a minimum of 5 feet from the rear and side property line/s.**
- **Concrete slab shed floor to have 1/2" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie-down**
- **Wood floors of sheds must be provided with 4 shed tie-downs anchors to meet city code**
- **Maximum shed height 17', or less if restricted by local governing covenants (15').**
- **Shed MUST BE located a minimum of 6'0" from any structure, or fire proofed to meet city code.**

DECK:

Type: _____ Location: _____ Est. Materials: $ _____ **Fee:$** _____

- **Site plan of property showing house and deck location and size**
- **Deck drawing required showing the following:**
  - **a.** **Over-all deck size and stair location**
  - **b.** **Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.**
  - **c.** **Decks must be 6 feet from any other detached structure**
  - **d.** **Post hole locations require 42" deep frost footings when attached to the house**
  - **e.** **Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"**
  - **f.** **Indicate wood joist sizes and spacing measurement**
  - **g.** **Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)**
  - **h.** **Galvanized joist hangers at ledger beam**
  - **i.** **Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart**
  - **j.** **Stair detail as provided by City**
  - **k.** ***Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.***

CURB-CUT / DRIVEWAYS / SIDEWALK

Curb Cut Length: _____ Driveway Width: _____ Driveway Length: _____

Sidewalk Length: _____ Concrete Depth: _____ **Fee:$** _____

Driveways must meet specifications of City Code & MUST be inspected before pouring

OTHER ACCESSORY PROJECTS

Describe Project: Tent

Length: 60' Width 60' # Door/s: _____ # Window/s: _____

Etc: Setup 6/20/10 Teardown 7/5/10 **Fee:$** 150.00

Total of all FEES DUE: $ 150.00

Applicant certifies that this information has been read, understood and that projects will be constructed in compliance with all city ordinances; that all information is correct; and, that inspections will be requested.

Please phone 24 hours in advance for a final on all projects and any other inspections as noted above.

Signature of Applicant: _____ **Date:** 12/8/09

Approved By City Official: _____ **Permit Clerk** _____

Date of Approval: _____

CITY OF LA VISTA

8116 Park View Boulevard
La Vista, NE 68128
(402) 331-4343

SIGN PERMIT APPLICATION

Attached to this application must be:

- A detailed drawing showing the layout, dimensions (including square feet), colors, and materials of the proposed sign(s).
- A building elevation showing the location of the sign and the dimensions of the business facade/wall on which the sign is located (Wall Signs ONLY)
- A plot plan of the site showing the location of the sign(s) relative to the property lines (ground monument, center ID, master signage plan, common signage plan). A Master Signage Plan or Common Signage Plan is required for any zoned lot on which an owner proposes to erect more than one sign requiring a permit.

Incomplete applications or applications without adequate drawings will cause a delay in the processing of your application.

Street Address of Sign Location: 96th & Giles · Legal description: lot 177 southwind

Name of Development Southwind

Applicant Information

Company Name: LaVista Youth Baseball Association Contact: Randy Cahill

Address: 8506 Birch Dr. City: LaVista State NE Zip 68128

Phone: 339-4385 Fax: _____ E-mail: LaVistaPanthers@yahoo.com

Business/Organization (that is the subject of the sign)

Company Name: Same as above Contact: _____

Address: _____ City: _____ State ____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Sign Type

__ Wall __ Monument __ Center Identification __ Construction __ Subdivision Sign ✓ Temporary sign

__ Master Signage Plan __ Common Signage Plan __ Other, please indicate _____

Message on Sign(s): Fireworks Sales

Dates of sign/s display: 6-24-10 through 7-4-10

Illumination: ✓ None __ Internal __ External If yes, describe _____

Estimated cost of sign(s): $65.00/sign Are any existing signs at this location to remain? __ Yes ✓ No

Total number and types of signs at this business location _____

Is the location for this sign part of a shopping center, office park, or industrial park? __ Yes ✓ No

If yes, describe and name: _____

Sign Size

4 signs total as noted on site plan

Sign width 4' Sign length 8' Total square feet 32 Height from grade to top of sign 6 ft.

Setback from nearest property line 25 ft.

(Wall Signs)

Business facade width _____ ft. Height _____ ft. Total business facade area _____ sq. ft.

Side of Building ___North ___South ___East ___ West Number of sides lot/bay abutting street _____

Applicant's Signature

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

_____ (Signature of Applicant)

12/08/09 (Date)

Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

____Approved ____Disapproved By: _____ Date _____

Reason(s) for disapproval _____

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE

Pursuant to §91.46 of the La Vista Municipal Code any person desiring to store or keep for any period of time explosive materials defined in Neb. RS 28-1213, shall file with the City Clerk an application for an explosive material storage permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant Randy Cahill Today's Date 12/8/09

Age of Applicant over age 25

Street Address 8506 Birch Drive

City La Vista State Ne Zip 68128

Phone (daytime) 339-4385 (evening) 871-6071

Name of Employer University of Nebraska Medical Center

Street Address of Employer 987680 Nebraska Medical Center

City Omaha State Ne Zip 68198

Have you been instructed in the use of Explosives ☑ yes ☐ no

If yes, by whom? The Distributor

What type of instruction Sales, safety, and storage

Date of instruction 6/09 Length of time of instruction 2 hours

List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done

1 year experience in the sales of class "C" Consumer Fireworks

safety of class "C" Consumer Fireworks

storage of class "C" Consumer Fireworks

List the type of explosives you have been trained on and used

Class "C" Consumer Fireworks

Enclose copies of any training certificate, explosive permits from other states or other pertinent documentation.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Signature of Applicant

Randall J. Cahill
Printed Name of Applicant

FOR CITY HALL USE ONLY

Date Received: _____ **Received by:** _____

☐ $100 permit application fee.

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization LaVista Youth Baseball Association

- Youth Scholarships
- Uniforms for approximately 75 children
- Equipment
- Umpire fees
- Field Improvements
- Facility Improvements
- Community Service Projects

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

X _____
Signature of Organization Official

Randall J. Cech II
Printed Name of Organization Official

_____
Title of Organization Official

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2009

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Youth Baseball Association

Annual Income

Gross Fireworks Sales	86,176.82

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	41,891.03
State Sales Tax	5,637.72
Permit Fees:	
Local	2,870.00
State	25.00
Insurance	2,144.73
Rent or Lease Expenses	6,000.00
Advertising	2,785.05
Miscellaneous (please describe) Tent →	2,278.01
• Lights, Electrical & phone (Utilities, usage + Installation)	2,573.69
• Fire safety + other Equipment (Registers, Tabels, Cred.t card machine)	4,861.11
• Credit cards, Discounts to members (Product shrink, Bad checks or)	3,627.50
• Security	1,000.00
Total Expenses	74,693.84
Net Proceeds (profits)	11,482.78

♦♦♦♦♦♦

Permit Year 2010

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost
4/5/9	check # 1260 - city of La Vista Easter egg hunt	La Vista	300.00
4/17/09	scholarship for local youth	La Vista	1,200.00
5/15/09	check # 1254 - Garretts cause Donation (injured local youth)	La Vista	100.00
6/1/09	check # 1240 - Equipment purchese Prime time sporting goods	Omaha / La Vista	10,931.00
6/30/09	Tournament fees throughout season multiple / USSSA Baseball		7000.00
7/20/09	check # 1379 city of La Vist field usage fees	La Vista	4,430.00
12/1/09	Cash Donation - Lorrie Wohenhoff memorial	La Vista	500.00

No sales prior to 2009

Total Community Betterment Expenditures 24,371.00

Please detail costs associated with projects and/or events.

Permit Year 2010

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Signature of Organization Official

Randall J. Cahill
Printed Name of Organization Official

Chairman
Title of Organization Official

Signature of Organization Official

Karen K Cahill
Printed Name of Organization Official

Treasurer
Title of Organization Official

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2009

PRODUCER Phone: 440-248-4711 Fax: 440-248-5406
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED
Bellino Fireworks Inc
501 Olson Drive, St 210
Papillion NE 68046

INSURER A: Lexington Insurance Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	5379100-02	5/4/2010	5/4/2011	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [X] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Location: 96th & Giles LaVista Ne.
Lot 177 Southwind
Additional Insured:
City of LaVista Ne.
LaVista Youth Baseball Association
BHI Development Inc.
See Attached...

CERTIFICATE HOLDER

Bellino Fireworks Inc.
501 Olson Drive Suite 210
Papillion NE 68046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / SPECIAL PROVISIONS

Gerald L. Torczon
Donald J. & Valerie R. Bellino

Nebraska State Fire Marshal's Online Fireworks License Application

APPLICATION COMPLETE:

Click here to print your receipt

Your application has been completed.
Upon approval, you will receive your permit within the next 14 business days.

Please print this page as a record of your request and payment.

Need the Rules for Retail Sales of Fireworks?

** This is not a license **

Your Pending Application Order Verification Number Is: 115782

To make a change to your application, please call (402) 471-2011

PRICE TOTAL:

1 Retail Stand(s) @ $25.00 per stand: $	**25.00**
Total: $	**25.00**

Lewiston Youth Baseball

NEBRASKA STATE FIRE MARSHAL

246 South 14th Street
Lincoln. NE 68508-1804

LICENSE FOR SALE OF FIREWORKS

Permissible fireworks may be sold at retail commencing 12:01 AM June 25 and ending 11:59 PM July 4 and must be purchased from a licensed distributor or jobber. A jobber may not sell retail. Invoice copies for all fireworks must be kept available for inspection and must show the license number of the distributor or jobber. Fireworks may not be sold outside the city limits of an incorporated town or village. Violations of State Fire Marshal regulations may result in immediate revocation of this license.

LICENSE GOOD ONLY FOR JUNE 25 - JULY 4 OF YEAR LICENSE ISSUED

This copy signed, dated and numbered by the STATE FIRE MARSHAL constitutes issuance of a LICENSE pursuant to the provisions of Nebraska Revised Statute 28-1246 (1994 Supp.). Such license shall be displayed at licensee's place of business.

DATE RECEIVED:
1/13/2010

All regulations can be found at our website: http://www.sfm.ne.gov.

TYPE OF LICENSE AND FEE:
RETAILER $25

LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:
Stand#: 2010-RP-115782-720-RL-001
96TH AND GILES
LAVISTA

COUNTY
SARPY

STORAGE LOCATION:
96TH AND GILES
LAVISTA

SARPY

DISTRIBUTOR(S)/JOBBERS:
BELLINO FIREWORKS INC

SALES TAX NUMBER:
001-010561412

DATE ISSUED:
1/25/2010

John E Falgione
STATE FIRE MARSHAL

LICENSE HOLDER:
LAVISTA YOUTH BASEBALL ASSOCIATION
501 OLSON DRIVE, SUITE 210

PAPILLION NE 68046-

LICENSE NUMBER
2010-RP-115782-720

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION
SALE OF PERMISSIBLE FIREWORKS

Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization: Cornerstone Church, SBC, a Nebraska non-profit corporation Today's Date: 1/12/10

Street Address: 9505 Harrison Street

City La Vista State NE Zip 68128

Contact Person Jim Hayes, Senior Pastor and Registered Agent Phone (daytime) 592-1226(evening) 490-2246

APPLICANT READ

This permit application is used by the City Council to evaluate your organization's qualifications for a Fireworks Permit. Please answer all questions completely and accurately. Failure to submit the application pursuant to the deadlines contained herein or submission of an incomplete application may result in denial of a permit. The City is not responsible for determining whether your application is complete at the time of submission nor will you be allowed to submit additional information after the deadlines noted herein.

To be eligible for City Council review, each application submittal must include the following in one packet:

- ✓ Completed Permit Application Form and a $500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, $400 of this fee will be refunded to your organization. If you are issued a permit, the remaining amount of the permit application fee as established in the Master Fee Ordinance will be due and payable to the City of La Vista no later than noon on June 25 of the permit year to receive permit.

- ✓ A site plan on 8 ½ " x 11" paper which details the dimensions, location and distance between all proposed components of your group's fireworks stand (including but not limited to: tent, storage, garbage, portable restrooms, signs, parking, etc.) The site plan must be neat and legible, with an attempt made to show components as close to scale as possible.

- ✓ A signed statement from the land-owner where your proposed fireworks sales will occur granting permission to your organization to utilize the property (written permission from retail store managers is not acceptable).

- ✓ The City of La Vista's *Accessory and Light Remodeling Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for your tent (please note, no more than one tent is allowed). Your permit must note the proposed date and time of your site set up. Please contact the Chief Building Official for assistance in completing this permit. If your permit application is denied, this fee will be refunded.

- ✓ The City of La Vista's *Sign Permit* and the permit application fee per sign (maximum of four), as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for any and all temporary signage. (The size and location of signs must be in compliance with the City's zoning regulations regarding temporary signs.) Please contact the Chief Building Official for assistance in completing this permit. If your permit is denied, this fee will be refunded.

- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the

Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, $100 of this fee is refunded to your organization.

- ✓ A signed City of La Vista *Statement of Proposed Community Betterment Expenditures* from your organization describing in detail how net proceeds from the sale of fireworks will be used for Community Betterment in the City of La Vista must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).

- ✓ If your organization has held a permit in any of the three (3) years preceding this application, a City of La Vista *Statement of Annual Income for Fireworks Sales* must be completed for each of the three years and received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).

- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year an insurance certificate meeting the requirements outlined in City Code.

- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year, the balance of the permit fee in the amount of $2,000 and a State Fire Marshal Certificate meeting the requirements outlined in City Code.

CERTIFICATION AND RELEASE

I certify that I have read and understand the "Applicant Read" paragraph on page one of this permit application and that all information, statements, materials and permits submitted as a part of this Permit Application are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use or sales of illegal fireworks is prohibited. I hereby further provide written assurance that this organization will file a certificate of insurance issued by an insurance company in good standing, authorized to do business in Nebraska, providing liability insurance in the amounts and for the coverages required by the City Council. I understand this certificate of insurance is a condition of issuance of the permit.

Signature and Title of Organization Official

JIM HAYES
Printed Name of Organization Official

FOR CITY HALL USE ONLY

Date Received: _____ **Received by:** _____

- ☐ $500 permit application deposit fee.
- ☐ Site Plan.
- ☐ A written statement of permission from the land-owner.
- ☐ The City of La Vista's *Accessory and Light Remodeling Permit* and $150 permit application fee for Tent.
- ☐ The City of La Vista's *Sign Permit* and $30 permit application fee per sign, (maximum of four) for temporary signage.
- ☐ The City of La Vista's *Explosive Materials Storage Permit* and $100 permit application fee.
- ☐ Statement of Proposed Community Betterment Expenditures.
- ☐ Three *Statements of Annual Income for Fireworks Sales.*
- ☐ Insurance certificate (due June 25th).
- ☐ State Fire Marshal Certificate (due June 25th).
- ☐ $2,000 Permit Fee Balance (due June 25th).

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization: Cornerstone Church, SBC, a Nebraska non-profit corporation

Cornerstone Church has been an active and outstanding member and contributor to the City of La Vista for over 25 years. Located on the southeast corner of 96th & Harrison it has provided an excellent location for local baseball teams to play baseball. Cornerstone has a baseball field located on it's Property and has donated this field to many La Vista little league teams to use at their convenience. Cornerstone would like to utilize some of the proceeds that it will receive to maintain the integrity of this baseball field so that it can continue to be enjoyed by the La Vista baseball community for many years to come.

Cornerstone has also participated in 9th Inning Ministries which promotes Christian Values and encourages personal responsibility. This ministry has helped a countless number of La Vista and other regional youth in setting a course of positive behavior and dedication in their lives.

Cornerstone has participated in numerous prayer gatherings and organized community events every year in the City of La Vista.

Cornerstone, as well as many local businesses, have felt the impact of this current recession. Having the opportunity of being able to raise additional funds through firework sales could make the difference in keeping the programs that Cornerstone has and will participate in a viable option for the future.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Signature of Organization Official

JIM HAYES
Printed Name of Organization Official

SENIOR PASTOR / REGISTERED AGENT
Title of Organization Official

Permit Year 2010

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES IN PERMIT YEAR 2010

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Cornerstone Church, a Nebraska non-profit corporation

Annual Income **Not Applicable-we have not sold fireworks in the past**

Gross Fireworks Sales _____

Expenses

Wholesale Cost of Fireworks _____
(please provide copy of invoice)

State Sales Tax _____

Permit Fees:

Local _____

State _____

Insurance _____

Rent or Lease Expenses _____

Advertising _____

Miscellaneous (please describe) _____

- _____ _____
- _____ _____
- _____ _____
- _____ _____

Total Expenses _____

Net Proceeds (profits) _____

♦♦♦♦♦♦

Permit Year 2010

NOT APPLICABLE

Annual Expenditures of Net Proceeds

Date	Project Description or Event & Who Participated	Location	Cost

Permit Year 2010

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Signature of Organization Official

JIM HAYES
Printed Name of Organization Official

SENIOR PASTOR/REGISTERED AGENT
Title of Organization Official

Signature of Organization Official

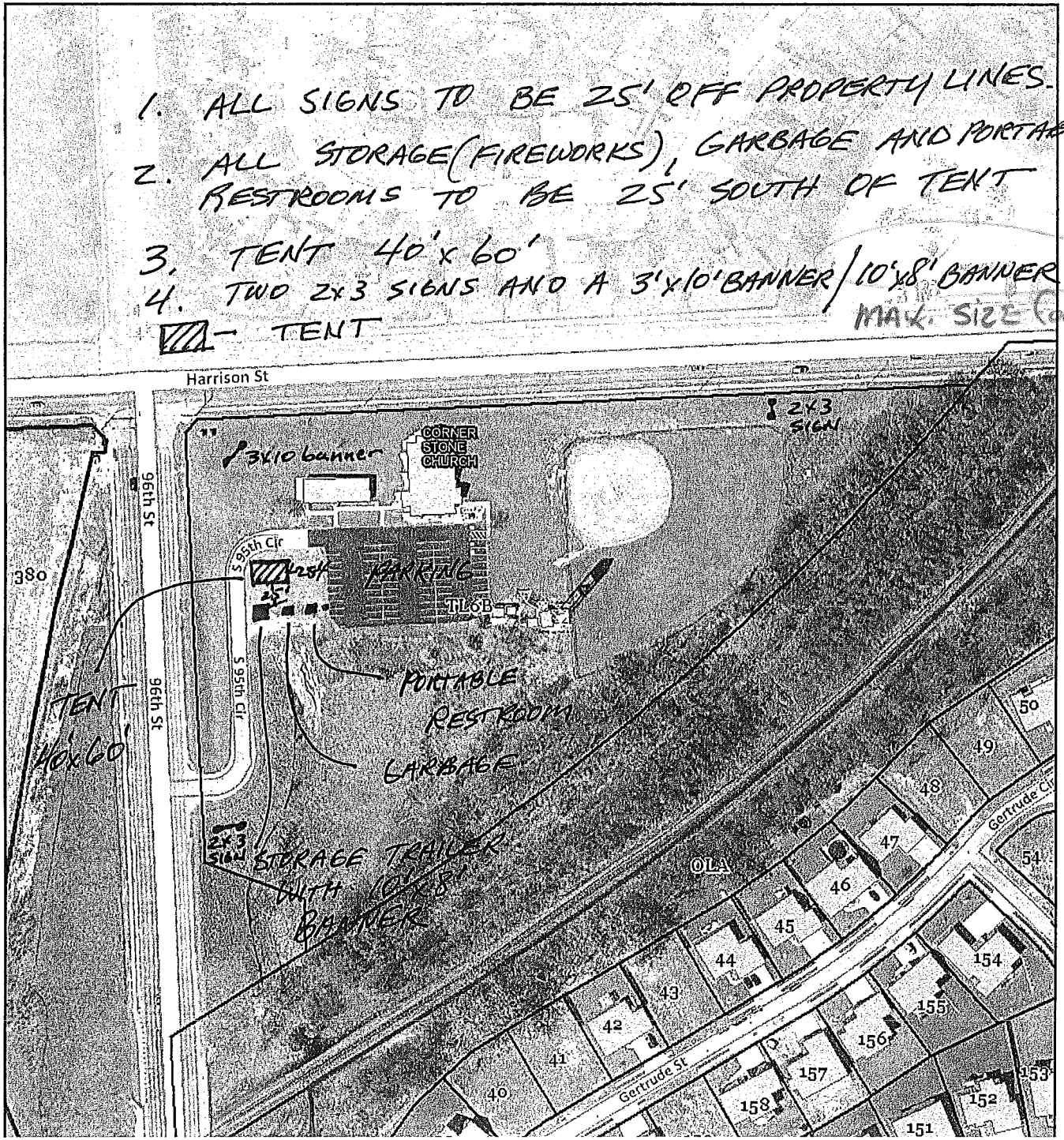
Printed Name of Organization Official

Title of Organization Official

Sarpy County, Nebraska

1. ALL SIGNS TO BE 25' OFF PROPERTY LINES.
2. ALL STORAGE (FIREWORKS), GARBAGE AND PORTABLE RESTROOMS TO BE 25' SOUTH OF TENT
3. TENT 40'x 60'
4. TWO 2x3 SIGNS AND A 3'x10' BANNER / 10'x8' BANNER

MAX. SIZE for temp sign is 32 sq ft.



City of La Vista, Nebraska

Agreement to Conditions of Permit to Sell Permissible Fireworks

Name of Nonprofit Organization (Permit Holder): Cornerstone Church, a Nebraska non-profit corporation.

Following are terms and conditions of the permit issued by the City of La Vista, Nebraska, to Permit Holder to sell permissible fireworks.

Permit Holder agrees to all of the terms and conditions, as well as all terms, conditions, requirements and provisions of any application made by Permit Holder, State Statute, the La Vista Municipal Code and any other applicable laws, rules or regulations, or requirements of the City as established and amended from time to time with respect to applications, permits or operation of fireworks stands, ("Requirements"), all of which are incorporated herein by this reference. If any ambiguity or conflict in, between, or among any Requirements ever arises, the terms conditions, documents, instruments, laws, rules, regulations, requirements or interpretations most beneficial to the City and its interests shall prevail and control.

Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit from the City. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit. Permit holders shall be subject to State Statute, the Municipal Code, as well as all conditions contained herein and other applicable requirements.

The City Clerk will review applications and recommend to the City Council those organizations to be issued permits. When reviewing applications, the City Clerk shall use a point system as established in §111.17 of the La Vista Municipal Code that allocates points based on specific application criteria, as well as deducts points for application deficiencies or violations of Requirements by an applicant in any prior years. The City Council shall make the final determination of the organizations to be issued permits.

A permit shall be valid only for the manner, scope and period specified in the permit. The permit will automatically terminate on the specified ending date without any action required of either party, unless earlier surrendered or revoked. Permit holders shall not have any right to or expectation of receiving a permit or operating a fireworks stand in the City in any future year or period. Violation of any of the Requirements will, at the election of the City, result in the surrender of the permit to sell fireworks and/or will make the Permit Holder ineligible for a future permit. Notwithstanding anything herein to the contrary, permits are revocable at the will of the City, at any time, with or without cause.

Conditions of the Permit: Not in limitation of any other Requirements, the following conditions apply to permits for the sale of permissible fireworks:

- ☒ Permit application was submitted by the annual deadline and was complete at the time of submission.
- ☒ Parking for the site complies with City requirements.
- ☒ Site is in compliance with site plan approved by the City of La Vista in regard to the dimensions and location of all proposed components for the Permit Holder's fireworks sales operation (including, but not limited to, tent, storage, garbage, portable restrooms, parking, etc.)
- ☒ A signed statement from the land-owner where the proposed fireworks sales will occur, granting permission for use of the property has been submitted. (Written permission from retail store managers is not acceptable.)

- ☒ The purchase, transportation, stocking, sale and storage of all explosive materials is in compliance with the orders and directions of the State Fire Marshal. No illegal materials, as determined by the State Fire Marshal or the La Vista Fire Chief shall be sold or displayed.
- ☒ All permit fees have been paid in full within established deadlines (see application).
- ☒ Insurance certificates and State Fire Marshal Certificates meeting the requirements outlined in City Code, will be provided within established deadlines (see application).
- ☒ The Permit Holder will utilize net proceeds for Community Betterment purposes as outlined in the City Code.
- ☒ Operation of the stand shall in all respects be in accordance with all Requirements.

CERTIFICATION AND RELEASE

By signing below, we acknowledge and certify for ourselves and on behalf of the nonprofit organization Permit Holder that we have read and fully understand and agree to all terms and conditions of this Agreement. Not in limitation of the foregoing, we further acknowledge, understand, certify and agree that:

1. The nonprofit organization Permit Holder will comply with all Requirements including, but not limited to, the conditions of this Agreement, prior to, during and after issuance of a permit and operation of the fireworks stand;
2. The nonprofit organization Permit Holder will be fully and solely responsible and liable for and releases the City and holds it harmless from, and indemnifies the City against, any and all liabilities, losses, costs and expenses whatsoever arising out of or resulting from the permit or operation of the fireworks stand;
3. The nonprofit corporation Permit Holder will, upon the election of the City, surrender its permit to sell fireworks for any violation of this Agreement or other applicable Requirements, and/or be ineligible for future permits;
4. The sale of fireworks to the public and the distribution of community betterment proceeds from the sale of fireworks is a significant responsibility, carrying with it significant risks;
5. Providing any false information or making any omissions or misrepresentations of facts in any application, request, inquiry or investigation for, of, or related to any permit or activities or operations of the Permit Holder, will, at the election of the City Council, result in surrender of the permit and/or denial of a future permit.

We authorize the City and/or its agents to contact such persons and obtain such information as the City determines in its sole discretion necessary or appropriate to review or consider the Permit Holder's application, operations, activities or compliance with this Agreement or any other Requirements. We authorize all persons, entities and government authorities to release any information to the City and/or its agents and hereby release all said persons, entities and government authorities from any and all liability for any damage whatsoever for releasing or providing any such information.

Signature of Organization Official	Signature of Organization Official
SENIOR PASTOR / REGISTERED AGENT Title of Organization Official	Title of Organization Official
JIM HAYES Printed Name of Organization Official	Printed Name of Organization Official
592-1226 Daytime Telephone #	Daytime Telephone #
490-2246 Evening Telephone #	Evening Telephone #

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE

Pursuant to §91.46 of the La Vista Municipal Code any person desiring to store or keep for any period of time explosive materials defined in Neb. RS 28-1213, shall file with the City Clerk an application for an explosive material storage permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant CORNERSTONE CHURCH, SBC, a NE. NON-PROFIT CORP. Today's Date 1/6/10

Age of Applicant 50

Street Address 9505 HARRISON ST., ~~LA VISTA~~

City LA VISTA State NE Zip 68128

Phone (daytime) 592-1226 (evening) 490-2246

Name of ~~Employer~~ WHOLESALE DISTRIBUTOR DAN WILLIAMS - WILD WILLY'S FIREWORKS

Street Address of Employer 7913 HIDDEN VALLEY DRIVE

City PAPILLION State NE Zip 68046

Have you been instructed in the use of Explosives ☐ yes ☒ no HOWEVER, DISTRIBUTOR HAS EXTENSIVE FIREWORKS EXPERIENCE

If yes, by whom? _____

What type of instruction _____

Date of instruction _____ Length of time of instruction _____

List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done DISTRIBUTOR:

DAN WILLIAMS IS A MEMBER OF PGI - PYROTECHNICS GUILD INTERNATIONAL; MEMBER OF NFA - NATIONAL FIREWORKS ASSOCIATION; SALES AND DISTRIBUTION OF FIREWORKS - 4 YEARS; ATTENDEE OF THE CPSC SEMINAR 2009; ATTENDEE/SHOOTER - NE. STATE FIRE MARSHALL DEMO SEMINAR 2009.

List the type of explosives you have been trained on and used ALL CLASS C AND SOME CLASS B - DAN WILLIAMS

Enclose copies of any training certificate, explosive permits from other states or other pertinent documentation.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Signature of Applicant

JIM HAYES
Printed Name of Applicant

FOR CITY HALL USE ONLY

Date Received: _____ **Received by:** _____

☐ $100 permit application fee.

City of La Vista

Light Remodeling and Accessory Permit Application

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-331-4343 Fax: 402-331-4375

The city is not responsible for permits taken out that were not allowable within your particular subdivision. We suggest that you consult your subdivision covenants before applying for permits.

**** 2003 IRC (Int'l Residential Code) - Adopted Feb. 13, 2006****

Date of Application 1/6/10 Mail Permit to: (circle) Contractor (Owner:) Permit # _____

Project Address: 9505 HARRISON STREET, LA VISTA, NE 68128

Lot Number: _____ Subdivision _____ Is this a rental property: Yes (No)

Print Applicant Name/Address: CORNERSTONE CHURCH, 9505 HARRISON ST., LA VISTA, NE 68128 Phone #: 592-1226

Print Owner Name/Address: BIG RED FIREWORKS, LLC. - DENNIS HOTH, 11213 DAVENPORT ST., ST. 300, OMAHA, NE 68154 Phone #: 697-5845

Print Contractor Name/Address: FUND WAYS, INC., 4990 G STREET, OMAHA, NE 681 Phone #: _____

CALL BEFORE YOU DIG! UNDERGROUND HOT LINE 344-3565

FENCE:

Height: _____ Type: _____ Location: _____ Estimate cost: $ _____ Fee:$ _____

- Site plan required showing fence location, type and height
- Fence posts must be set in concrete 24" minimum depth for wood and chain link
- Fence location on or into *fence owners* property (may require survey).
- All wood pickets or boards to face to the outside
- Front yard fences need to be 12-1/2' from curb & no more than 4' high—open picket, split rail & chain link(2003 IRC)
- Sideyard fences, on a corner lot, need to be 12-1/2' from the curb or off the right of way

SHED:

Height: _____ Type: _____ Location: _____ Estimate cost: $ _____ Fee:$ _____

- Site plan of property required showing shed location and spacing
- Shed MUST BE located a minimum of 5 feet from the rear and side property line/s.
- Concrete slab shed floor to have 1/2" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie-down
- Wood floors of sheds must be provided with 4 shed tie-downs anchors to meet city code
- Maximum shed height 17', or less if restricted by local governing covenants (15').
- Shed MUST BE located a minimum of 6'0" from any structure, or fire proofed to meet city code.

DECK:

Type: _____ Location: _____ Estimated Cost: $ _____ Fee:$ _____

- Site plan of property showing house and deck location and size
- Deck drawing required showing the following:
  - a. Over-all deck size and stair location
  - b. Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.
  - c. Decks must be 6 feet from any other detached structure
  - d. Post hole locations require 42" deep frost footings when attached to the house
  - e. Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"
  - f. Indicate wood joist sizes and spacing measurement
  - g. Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)
  - h. Galvanized joist hangers at ledger beam
  - i. Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart
  - j. Stair detail as provided by City
  - k. *Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.*

CURB-CUT / DRIVEWAYS / SIDEWALK

Curb Cut Length: _____ Driveway Width: _____ Driveway Length: _____

Sidewalk Length: _____ Concrete Depth: _____ Fee:$ _____

Driveways must meet specifications of City Code & MUST be inspected before pouring

OTHER ACCESSORY PROJECTS

Describe Project: TEMPORARY TENT FOR FIREWORKS SALES

Length: 60' Width 40' # Door/s: ONE # Window/s: 0

Etc: ERECTED ON JUNE 21, 2010 AND REMOVED JULY 6, 2010. Fee:$ 150

Total of all FEES DUE: $ 150

Applicant certifies that this information has been read, understood and that projects will be constructed in compliance with all city ordinances; that all information is correct; and, that inspections will be requested.

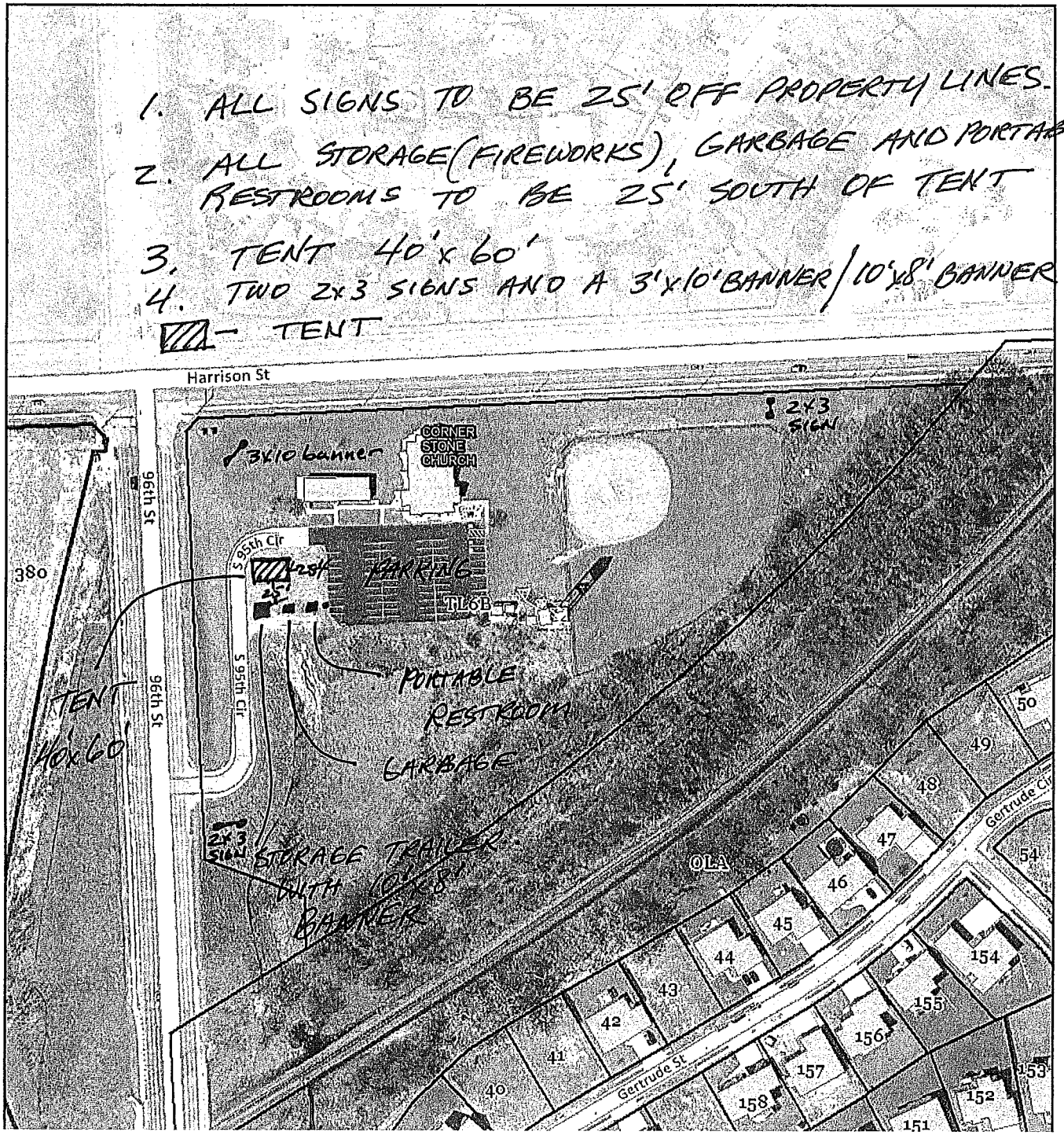
Please phone 24 hours in advance for a final on all projects and any other inspections as noted above.

Signature of Applicant: Dennis Hoth **Date:** 1/6/10

Approved By City Official: _____ **Permit Clerk** _____

Date of Approval: _____ (sdennis/forms/bldgdept/Lt Remodel.&Access.Permit Appl. w/checklist)Mar 2007

Sarpy County, Nebraska



CORNERSTONE
CHURCH

Jim Hayes
Senior Pastor
pastorjim@cornerstoneomaha.org

9505 Harrison Street
LaVista, NE 68128
402.592.1226
402.339.9275 (fax)

City Of La Vista
8116 Park View Boulevard
La Vista, NE 68128

RE: Fireworks Sales at
Cornerstone Church
9505 Harrison Street
La Vista, NE 68128

January 14, 2010

To Whom This May Concern:

Cornerstone Church, the property owner of the above referenced property, hereby gives permission to utilize the property for the sales of fireworks for the 2010 fireworks season to Big Red Fireworks, LLC and Wild Willy Fireworks, LLC. Cornerstone Church has also agree to be the non-profit applicant for this permit as well. Big Red Fireworks, LLC, owned by Dennis Hoth and Wild Willy's Fireworks, owned by Dan Williams will manage the firework sales process.

Hopefully this information will be helpful in the permitting process and we are looking forward to working together for a successful event.

Sincerely,

Jim Hayes, Senior Pastor

CITY OF LA VISTA

8116 Park View Boulevard
La Vista, NE 68128
(402) 331-4343

SIGN PERMIT APPLICATION

Attached to this application must be:

- A detailed drawing showing the layout, dimensions (including square feet), colors, and materials of the proposed sign(s).
- A building elevation showing the location of the sign and the dimensions of the business facade/wall on which the sign is located (Wall Signs ONLY)
- A plot plan of the site showing the location of the sign(s) relative to the property lines (ground monument, center ID, master signage plan, common signage plan). A Master Signage Plan or Common Signage Plan is required for any zoned lot on which an owner proposes to erect more than one sign requiring a permit.

Incomplete applications or applications without adequate drawings will cause a delay in the processing of your application.

Street Address of Sign Location: 9505 HARRISON ST., LA VISTA, NE 68128

Name of Development CORNERSTONE CHURCH

Applicant Information

Company Name: BIG RED FIREWORKS, LLC Contact: DENNIS HOTH

Address: 11213 DAVENPORT ST., #300 City: OMAHA State NE Zip 68116

Phone: 697-5845 Fax: 697-5859 E-mail: dennis.hoth@cbre.com

Business/Organization (that is the subject of the sign)

Company Name: SAME Contact: _____

Address: _____ City: _____ State ___ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Sign Type

__ Wall __ Monument __ Center Identification __ Construction __ Subdivision Sign X Temporary sign

__ Master Signage Plan __ Common Signage Plan __ Other, please indicate _____

Message on Sign(s): BIG RED FIREWORKS, 96th & HARRISON, HUGE DISCOUNTS

Dates of sign/s display: JUNE 14, 2010 to JULY 5, 2010

Illumination: X None __ Internal __ External If yes, describe _____

Estimated cost of sign(s): 300 Are any existing signs at this location to remain? __ Yes X No

Total number and types of signs at this business location _____

Is the location for this sign part of a shopping center, office park, or industrial park? __ Yes X No

If yes, describe and name: _____

Sign Size

Sign width 8' Sign length 10' Total square feet 80 Height from grade to top of sign 14 ft.

Setback from nearest property line _____ ft.

Temporary banner mounted on fireworks storage facility

(Wall Signs)

Business facade width _____ ft. Height _____ ft. Total business facade area _____ sq. ft.

Side of Building ___North ___South ___East ___ West Number of sides lot/bay abutting street _____

Applicant's Signature

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

X _____ 1/12/10

(Signature of Applicant) (Date)

Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

____Approved ____Disapproved By:_____ Date_____

Reason(s) for disapproval_____

120"

96"

BIG RED FIREWORKS

96th & Harrison

HUGE DISCOUNTS

CITY OF LA VISTA

8116 Park View Boulevard
La Vista, NE 68128
(402) 331-4343

SIGN PERMIT APPLICATION

Attached to this application must be:

- A detailed drawing showing the layout, dimensions (including square feet), colors, and materials of the proposed sign(s).
- A building elevation showing the location of the sign and the dimensions of the business facade/wall on which the sign is located (Wall Signs ONLY)
- A plot plan of the site showing the location of the sign(s) relative to the property lines (ground monument, center ID, master signage plan, common signage plan). A Master Signage Plan or Common Signage Plan is required for any zoned lot on which an owner proposes to erect more than one sign requiring a permit.

Incomplete applications or applications without adequate drawings will cause a delay in the processing of your application.

Street Address of Sign Location: 9505 HARRISON ST, LA VISTA, NE 68128

Name of Development CORNERSTONE CHURCH

Applicant Information

Company Name: BIG RED FIREWORKS, LLC Contact: DENNIS HOTH

Address: 11213 DAVENPORT ST., ST. 300 City: OMAHA State NE Zip 68154

Phone: 402-697-5845 Fax: 402-697-5857 E-mail: dennis.hoth@cbre.com

Business/Organization (that is the subject of the sign)

Company Name: GAME Contact: _____

Address: _____ City: _____ State ____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Sign Type

__ Wall __ Monument __ Center Identification __ Construction __ Subdivision Sign X Temporary sign

__ Master Signage Plan __ Common Signage Plan __ Other, please indicate _____

Message on Sign(s): BIG RED FIREWORKS, 96th & HARRISON, HUGE DISCOUNTS

Dates of sign/s display: JUNE 14, 2010 to JULY 5, 2010

Illumination: X None __ Internal __ External If yes, describe _____

Estimated cost of sign(s): $300 Are any existing signs at this location to remain? __ Yes X No

Total number and types of signs at this business location ONE

Is the location for this sign part of a shopping center, office park, or industrial park? __ Yes X No

If yes, describe and name: _____

Sign Size

Sign width 3' Sign length 10' Total square feet 30 Height from grade to top of sign 4' ft.

Setback from nearest property line 25 ft.

Temporary banner

(Wall Signs)

Business facade width _____ ft. Height _____ ft. Total business facade area _____ sq. ft.

Side of Building ___North ___South ___East ___ West Number of sides lot/bay abutting street _____

Applicant's Signature

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

Dennis Hoth
(Signature of Applicant)

1/12/10
(Date)

Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

____Approved ____Disapproved By:_____ Date_____

Reason(s) for disapproval_____

120"

BIG RED FIREWORKS

96th & Harrison

HUGE DISCOUNTS

36'

CITY OF LA VISTA

8116 Park View Boulevard
La Vista, NE 68128
(402) 331-4343

SIGN PERMIT APPLICATION

Attached to this application must be:

- A detailed drawing showing the layout, dimensions (including square feet), colors, and materials of the proposed sign(s).
- A building elevation showing the location of the sign and the dimensions of the business facade/wall on which the sign is located (Wall Signs ONLY)
- A plot plan of the site showing the location of the sign(s) relative to the property lines (ground monument, center ID, master signage plan, common signage plan). A Master Signage Plan or Common Signage Plan is required for any zoned lot on which an owner proposes to erect more than one sign requiring a permit.

Incomplete applications or applications without adequate drawings will cause a delay in the processing of your application.

Street Address of Sign Location: 9505 HARRISON STREET, LA VISTA, NE 68128
Name of Development CORNERSTONE CHURCH

Applicant Information

Company Name: BIG RED FIREWORKS, LLC Contact: DENNIS HOTH
Address: 11213 DAVENPORT ST., ST. 300 City: OMAHA State NE Zip 68154
Phone: 697-5845 Fax: 697-5859 E-mail: dennis.hoth@c6re.com

Business/Organization (that is the subject of the sign)

Company Name: _____ Contact: _____
Address: SAME City: _____ State ____ Zip _____
Phone: _____ Fax: _____ E-mail: _____

Sign Type

__Wall __Monument __Center Identification __Construction __Subdivision Sign X Temporary sign
__Master Signage Plan __Common Signage Plan __Other, please indicate _____
Message on Sign(s): BIG RED FIREWORKS, 96th & HARRISON, HUGE DISCOUNTS
Dates of sign/s display: JUNE 14, 2010 to JULY 5, 2010
Illumination: X None __Internal __External If yes, describe _____
Estimated cost of sign(s): $500 Are any existing signs at this location to remain? __Yes X No
Total number and types of signs at this business location ~~FOUR~~ TWO
Is the location for this sign part of a shopping center, office park, or industrial park? __Yes X No
If yes, describe and name: _____

Sign Size

Sign width 3' Sign length 2' Total square feet 5 Height from grade to top of sign 5 ft.
Setback from nearest property line 25 ft.

(Wall Signs)

Business facade width ____ ft. Height ____ ft. Total business facade area _____ sq. ft.
Side of Building ___North ___South ___East ___West Number of sides lot/bay abutting street _____

Applicant's Signature

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

Dennis Hoth
(Signature of Applicant)

1/6/10
(Date)

Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

____Approved ____Disapproved By:_____ Date_____

Reason(s) for disapproval_____

36"

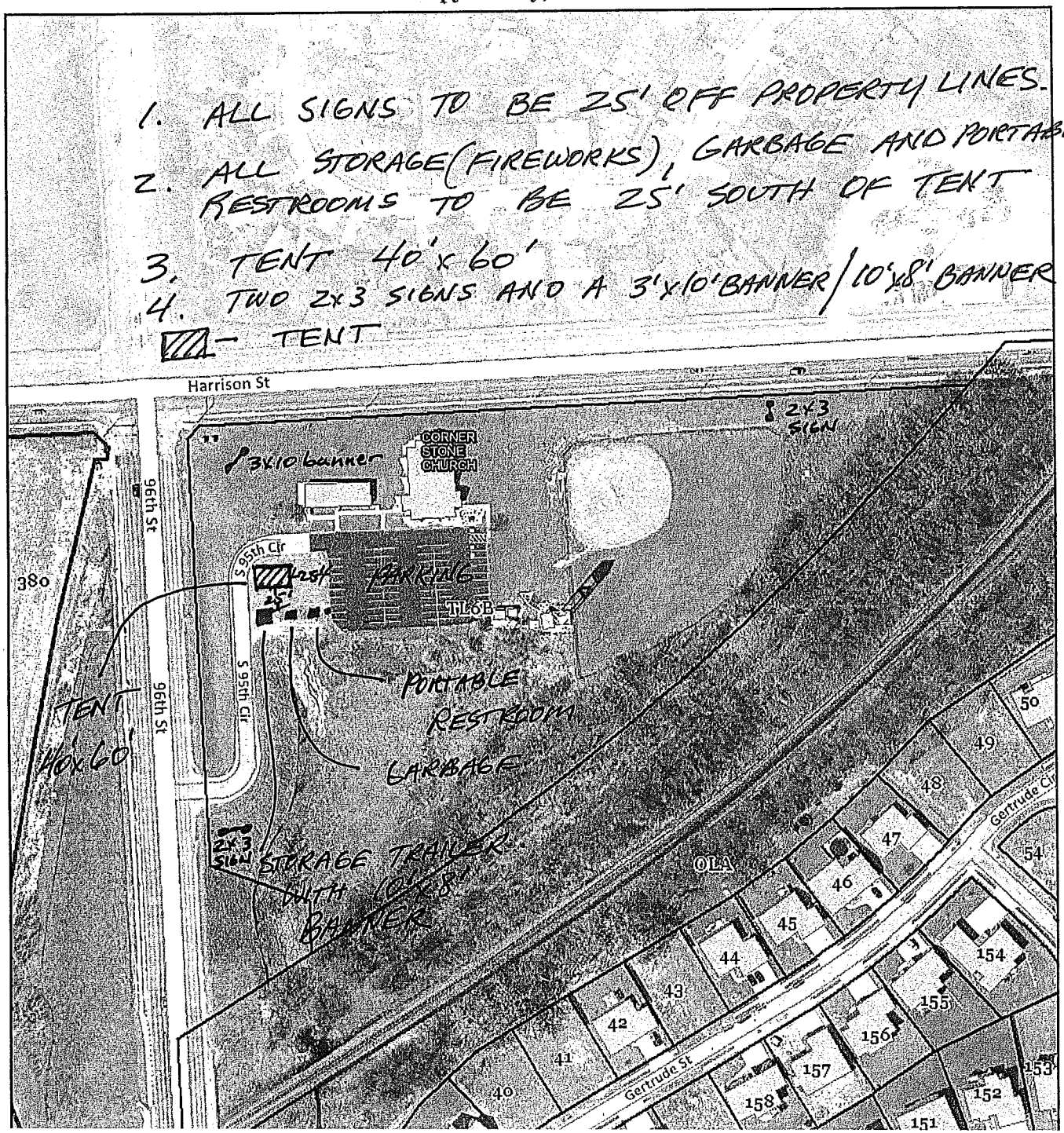
BIG RED FIREWORKS

24"

96th & Harrison

HUGE DISCOUNTS

Sarpy County, Nebraska



H

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 DK LIQUOR LICENSE APPLICATION FOR JDJND INC. DBA JD'S LIQUOR LOCKER, LA VISTA, NEBRASKA.

WHEREAS, JDJND Inc. dba JD's Liquor Locker, 8052 S 84th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class DK 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 DK Liquor License application submitted by JDJND Inc. dba JD's Liquor Locker, 8052 S 84th Street, La Vista, NE.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: PAM BUETHE, CITY CLERK

FROM: BOB LAUSTEN, POLICE CHIEF

SUBJECT: LOCAL BACKGROUND- LIQUOR LICENSE –JDJND, INC. (DBA JD'S LIQUOR LOCKER)

DATE: 2/19/2010

CC:

The police department conducted a check of computerized records on the applicants, James and Donna Dropinski, for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicants have no entries.

La Vista
Community Pride. Progressive Vision.

February 23, 2010

JDJND, Inc.
Attn: James Dropinski
4655 Arbor Street
Omaha, NE 68106-3330

RE: Class DK Liquor License Application for JDJND Inc. dba JD's Liquor Locker, 8052 S 84th Street, La Vista, NE 68128-3303

Dear Mr. Dropinski:

This letter is to inform you that the City of La Vista has received the application for a Class DK Liquor License for JDJND Inc. dba JD's Liquor Locker, 8052 S 84th Street, La Vista, Sarpy County, Nebraska 68128.

Please note that the La Vista City Council will hold a public hearing on this application at their regularly scheduled meeting on March 16, 2010. The meeting will be called to order at 7:00 p.m. and will be held at La Vista City Hall, 8116 Park View Blvd, La Vista, Nebraska. We ask that a representative from the company or the company's legal counsel be present at the aforementioned public hearing to answer any questions that the Mayor or members of the City Council may have concerning the application.

If you have any questions please feel free to contact me.

Sincerely,

Pamela A. Buethe

Pamela A. Buethe, CMC
City Clerk

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

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

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

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

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

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

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

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

Dave Heineman
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION
Hobert B. Rupe
Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814
TRS USER 800 833-7352 (TTY)
web address: http://www.lcc.ne.gov/

February 16, 2010

LA VISTA CITY CLERK
8116 PARK VIEW BLVD
LA VISTA NE 68128-2198

RE: New Application for -JDJND INC

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

1) There is a recommendation of denial from the local governing body.
2) A citizens protest; or
3) Statutory problems that the Commission discovers.

PLEASE NOTE...A LICENSEE MUST BE "PROPERLY" LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS; AND, A LICENSE IS EFFECTIVE:

1) Upon payment of the license fees;
2) Physical possession of the license;
3) Effective date on the license.

Sincerely,
NEBRASKA LIQUOR CONTROL COMMISSION

Kristina Radicia
Licensing Division

Enclosures

Janice M. Wiebusch
Commissioner

Bob Logsdon
Chairman

Robert Batt
Commissoner

An Equal Opportunity/Affirmative Action Employer
Printed with soy ink on recycled paper

KR

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: **February 16, 2010**

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:

JDJND INC
DBA: JD'S LIQUOR LOCKER
8052 S 84TH ST
LA VISTA NE 68128-3303/ SARPY COUNTY
LIQUOR LICENSE # DK-88674
45 days =04/02/2010

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 that 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

Print Form

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

88674

RECEIVED
FEB 11 2010
NEBRASKA LIQUOR CONTROL COMMISSION

Applicant Name James N. Dropinski

Trade Name JD's Liquor Locker Previous Trade Name _____

E-Mail Address: dropinonus@cox.net

87975

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

CK 7671
$145-KR

N/A 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

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/

RECEIVED
FEB 11 2010
NEBRASKA LIQUOR CONTROL COMMISSION

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

RETAIL LICENSE(S)

			Application Fee
☐	A	BEER, ON SALE ONLY	$45.00
☐	B	BEER, OFF SALE ONLY	$45.00
☐	C	BEER, WINE & DISTILLED SPIRTS, ON & OFF SALE	$45.00
☑	D	BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY	$45.00
☐	I	BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY	$45.00
☑		Class K Catering license (requires catering application form)	$100.00

MISCELLANEOUS

			Application Fee		Bond Required
☐	L	Craft Brewery (Brew Pub)	$295.00		$1,000 minimum
☐	O	Boat	$ 95.00		none
☐	V	Manufacturer			
	☐	Alcohol & Spirits	$1,045.00		$1,000 minimum
	☐	Beer (excluding produced by a craft brewery)	$145.00	1 to 100 barrel*	$1,000 minimum
	☐	Beer (excluding produced by a craft brewery)	$245.00	100 to 150 barrel*	$1,000 minimum
	☐	Beer (excluding produced by a craft brewery)	$395.00	150 to 200 barrel*	$1,000 minimum
	☐	Beer (excluding produced by a craft brewery)	$545.00	200 to 300 barrel*	$1,000 minimum
	☐	Beer (excluding produced by a craft brewery)	$695.00	300 to 400 barrel*	$1,000 minimum
	☐	Beer (excluding produced by a craft brewery)	$745.00	400 to 500 barrel*	$1,000 minimum
☐	W	Wholesale Beer	$545.00		$5,000 minimum
☐	X	Wholesale Liquor	$795.00		$5,000 minimum
☐	Y	Farm Winery	$295.00		$1,000 minimum
☐	Z	Micro Distillery	$295.00		$1,000 minimum

☐ 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 31st
All other licenses expire April 30th
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 Michael Kelley Phone number: 402-397-1898

Firm Name 7134 Pacific St, Omaha NE 68106

PREMISE INFORMATION

Trade Name (doing business as) JD's Liquor Locker

Street Address #1 8052 South 84th Street

Street Address #2

City LaVista County Sarpy Zip Code 68128-3303

Premise Telephone number (402) 339-1634

Is this location inside the city/village corporate limits: ☑ YES ☐

RECEIVED
FEB 11 2010
NEBRASKA LIQUOR CONTROL COMMISSION

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

Name James N. Dropinski

Street Address #1 4655 Arbor Street

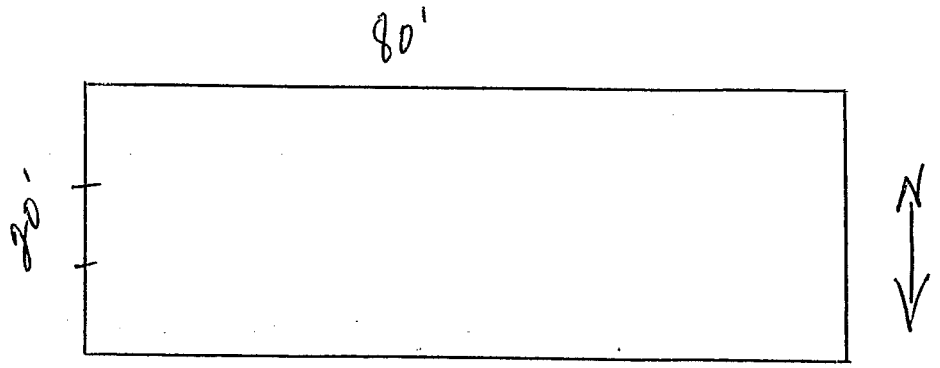
Street Address #2

City Omaha State NE Zip Code 68106-3330

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



Single story facility - entire facility to be licensed.

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

RECEIVED
FEB 11 2010
NEBRASKA LIQUOR CONTROL COMMISSION

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

2. Are you buying the business and/or assets of a licensee?
☑ YES ☐ NO
If yes, give name of business and license number SS Tabacco / Liquor - 71059
a) Submit a copy of the sales agreement including a list of the furniture, fixtures and equipment.
b) Include a list of alcohol being purchased, list the name brand, container size and how many?
See Attached

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 A group of small, private individual investors

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.
Donna C. Dropinski (Spouse)

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

EXHIBIT "A"

PURCHASED ASSETS

The Purchase Assets will include the following:

(a) All inventories purchased by the Seller and are in transit to the Seller at the time of the Closing;

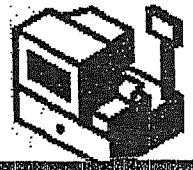
(b) All attachments and parts therefore, leasehold improvements, fixtures and supplies;

(c) All leasehold interests at the property with the address of 8052 South 84th Street, LaVista, Nebraska 68128.

(d) All rights against suppliers of inventory or other goods or services, including without limitation any express or implied warranties and any entitlement to volume or other discounts or rebates;

(e) List of fixtures:

1. 14 LOZIERS SHELVES
2. 7 CIG SHELFS
3. 1 ROYAL CASH REGISTER
4. 1 SHARP CASH REGISTER
5. 1 DEL POS SYSTEM WITH TOUCH SCREEN AND CARD SWIPER
6. 1 MICROSOFT POS SOFTWARE
7. 1 DELL COMPUTER BACK OFFICE TO TALK TO FRONT POS SYSTEM
8. 1 COMPAQ COMPUTER VIDEO SURVEILLANCE SYSTEM
9. 1 SURVEILLANCE SOFTWARE
10. 3 MISC ITEM RACKS
11. 1 SOLAIRE WINE RACK
12. 1 2 X 7 METAL BEER RACK
13. 1 2 X 4 METAL SHELF
14. 2 2 DOOR COOLERS
15. 6 X 13 WALK IN COOLER WITH 3 FRONT DOORS
16. 1 2 X 8 METAL SHELF
17. 1 COUNTER 30 INCH X 20 FEET
18. ALL SIGNAGE
19. 1 DESK
20. 1 LEXMARK ALL IN ONE WITH PHONE
21. 1 LEXMARK PRINTER
22. 2 FILE CABINETS
23. 1 SMALL HUMIDOR
24. 1 AGE VERIFICATION MACHINE
25. 2 OFFICE CHAIRS
26. 1 CORDLESS PHONE
27. 1 PHONE WITH DIGTAL ANSWER MACHINE



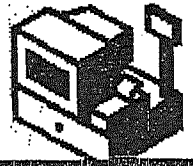
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Liquor)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Overall				**2241.00**	**0.00**			**182.00**	
Liquor				**2241.00**	**0.00**			**182.00**	
Liquor		082184090442	J Daniels Black Whisk...	0.00	0.00	1.00	1.00	1.00	
Liquor		083664853182	Frangelico Gift Set	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		820060	Smirnoff Tri Vodka	0.00	0.00	1.00	3.00	3.00	Sterling Dist
Liquor		084380315237	Boulaine Peach Schn...	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000736813	Smirnoff Pome 6PK	0.00	0.00	0.00	0.00	0.00	
Liquor		721733000944	Patron Silver 375	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080480231163	Dewar's 12 Gift Set	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		089540409962	Kahlua Wht Russian	0.00	0.00	2.00	6.00	6.00	NE Wine/Rep ...
Liquor		080432802663	Seagrams W Berry Co...	0.00	0.00	2.00	2.00	2.00	NE Wine/Rep ...
Liquor		089105316308	Whalers Dark Rum 75...	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080432101681	Seagrams Tahitian Su...	0.00	0.00	2.00	2.00	2.00	NE Wine/Rep ...
Liquor		835229000407	Absolut Vodka Liter	0.00	0.00	2.00	2.00	2.00	Republic Bever...
Liquor		835229008304	Absolute Rasp Vodka ...	10.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		087000202238	Crown Royal Sp Rese...	0.00	0.00	0.00	0.00	0.00	
Liquor		080432401231	Seagrams X-Dry Gin 7...	0.00	0.00	1.00	3.00	3.00	Republic Bever...
Liquor		080480283339	Grey Goose La Poire ...	0.00	0.00	0.00	0.00	0.00	
Liquor		087116014701	UV Vodka 50ml	0.00	0.00	0.00	0.00	0.00	
Liquor		084279975627	Tomatin 25yr Scotch 7...	1.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		087116069688	Bellvedere Vodka 750	4.00	0.00	0.00	2.00	0.00	
Liquor		720815910133	Cabo Wabo Tequila 750	0.00	0.00	1.00	2.00	2.00	NE Wine/Rep ...
Liquor		082000732143	Smirn Twist Grape 6Pk	0.00	0.00	1.00	2.00	2.00	NE Wine/Rep ...
Liquor		089540122229	Two Fingers Lime 750	2.00	0.00	1.00	2.00	0.00	Sterling Dist
Liquor		089540135328	Two Fingers Gold Teq...	0.00	0.00	1.00	2.00	2.00	Sterling Dist
Liquor		089540125251	Triple-Sec 750	0.00	0.00	2.00	2.00	2.00	
Liquor		853810	E&J VSOP Brandy 75....	0.00	0.00	1.00	3.00	3.00	Finocchiaro Wi...
Liquor		665203375012	Merrys Irish Cream 375	0.00	0.00	0.00	0.00	0.00	
Liquor		665203375029	Merrys Mint Choc Cre...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		086036205602	Chris Bros Holiday No...	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080480301026	BOMBAY SAPPHIRE...	0.00	0.00	0.00	0.00	0.00	
Liquor		011034420054	M&R Extra Dry Vermo...	8.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		086767500120	Goldschlager 50 ml	0.00	0.00	3.00	12.00	12.00	Sterling Dist
Liquor		087116014367	UV Apple 50 ml	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		087116014893	UV Lemonade 50 ml	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		089540333496	Beefeater Gin 750m	0.00	0.00	1.00	2.00	2.00	NE Wine/Rep ...



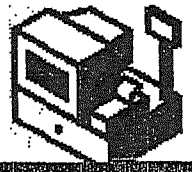
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Liquor)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Liquor		689768111090	Agavero 750 Gift Set	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		089540384191	Kahlua Mudslide	0.00	0.00	2.00	6.00	6.00	NE Wine/Rep ...
Liquor		086767701787	Baileys Mint Choc 750...	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		086036815702	Christian Bros Brandy ...	0.00	0.00	2.00	2.00	2.00	
Liquor		736040011064	HPNOTIQ 750	1.00	0.00	0.00	0.00	0.00	
Liquor		089540453927	Malibu Coconut 50ml	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080432103371	Wild Turkey Honey 50...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		083089560153	Grey Goose La' Orang...	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		089016007715	Shakka Kiwi 750	0.00	0.00	1.00	1.00	1.00	
Liquor		087116014381	UV Blue Vodka 50ml	0.00	0.00	0.00	0.00	0.00	
Liquor		082184082201	Jack Daniels Gift Set ...	0.00	0.00	0.00	0.00	0.00	
Liquor		084380314636	Boulaine Sloe Gin Lt	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		081128723347	Canadian Mist 50ml	0.00	0.00	0.00	0.00	0.00	
Liquor		080480026219	Bacardi Gold Rum 50ml	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		665203375043	Merrys Strawberry Cre...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		082000740018	Smirnoff Straw Ice 6Pk	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		873140	Capt Morgan Rum 50 ml	0.00	0.00	2.00	10.00	10.00	Sterling Dist
Liquor		665203375036	Merrys White Choc Cr...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		070655947210	Mr & Mrs T Daiq/Marg...	0.00	0.00	1.00	1.00	1.00	
Liquor		087116017757	Phillips Apricot Brandy...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		011034410055	M&R Vermouth 750ml	9.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		088004002206	Dr McGill Lemon Drop...	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		082000723851	Smirnoff Ice	0.00	0.00	1.00	2.00	2.00	
Liquor		084692204045	Alize Wild Pass Cogn...	5.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		087116014787	UV grape Vodka 50ml	1.00	0.00	0.00	0.00	0.00	
Liquor		088352124803	El Mayor Reposado 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		082000125259	Yukon Jack 750ml	4.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080480025403	Bacardi Gold Rum 75...	6.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080686183402	Pucker Berry Fusion 7...	9.00	0.00	0.00	0.00	0.00	
Liquor		080432400012	Seagrams Gin 50ml	0.00	0.00	3.00	10.00	10.00	Republic Bever...
Liquor		082000727514	Smirnoff Apple 6Pk	0.00	0.00	0.00	0.00	0.00	
Liquor		088893161008	Tomatin 12yr Scotch 7...	1.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		086767500069	Goldschlager 750 ml	6.00	0.00	1.00	3.00	0.00	Sterling Dist
Liquor		080480015206	Bacardi Light Rum 1.7...	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		088352124797	El Mayor Anejo 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080686319405	Dekuyper ButterShots...	0.00	0.00	0.00	0.00	0.00	



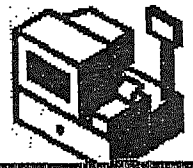
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

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Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Liquor		082000726081	Smirnoff Black 6Pk	0.00	0.00	0.00	0.00	0.00	
Liquor		681425014010	X Rated Fusion Liqueur	0.00	0.00	1.00	2.00	2.00	NE Wine/Rep ...
Liquor		089708003360	Maui Schnapps 750 ml	8.00	0.00	0.00	0.00	0.00	
Liquor		088110150501	Hennessy Cognac 50ml	13.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		050037014501	Disaronno 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		087116014541	UV Blue 375	1.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		087000201781	Capt Morgan Private ...	5.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		872710	Capt Morgan Rum 75...	0.00	0.00	1.00	3.00	3.00	Sterling Dist
Liquor		080432400340	Chivas Regal 50 ml	0.00	0.00	4.00	12.00	12.00	Sterling Dist
Liquor		086036100198	Christian Bros Brandy ...	0.00	0.00	3.00	10.00	10.00	Sterling Dist
Liquor		835229005150	Cruzan Guava Rum 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		074806019436	Dailys Margarita Pom ...	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		096749383306	Dubo Pepmnt Schnp ...	3.00	0.00	0.00	0.00	0.00	
Liquor		096749373413	DuBou Blue Curacao Lt	11.00	0.00	0.00	0.00	0.00	
Liquor		081128010621	Early Times Whisky 750	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480283360	Grey Goose La'Poire	12.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080480280055	Grey Goose Vodka 50...	12.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		083089570152	Grey Goose La'Citron ...	12.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		636191003409	Appleton Estate Jamic...	1.00	0.00	0.00	0.00	0.00	
Liquor		080480400668	Bacardi Coconut Rum ...	0.00	0.00	0.00	0.00	0.00	
Liquor		080480401030	Bacardi Big Apple Ru...	7.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480055400	BACARDI SELECT 750	11.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080686001904	Jim Beam 50ml	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		089540493411	Kahula French Van 50...	2.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		082000741183	Parrot Bay Mojito 6Pk	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		721733000227	Patron Tequila Repos...	6.00	0.00	0.00	1.00	0.00	Sterling Dist
Liquor		080432401224	Seagrams Gin 375	16.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		877650	Seagrams 7 whiskey ...	0.00	0.00	2.00	2.00	2.00	Sterling Dist
Liquor		877370	Seagram's VO 750 ml	4.00	0.00	0.00	3.00	0.00	Sterling Dist
Liquor		082000727545	Smirn Twist Rasp 6Pk	0.00	0.00	1.00	2.00	2.00	Republic Bever...
Liquor		082000732860	Smirnoff Lime Vodka	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000737292	Smirnoff Mojito Vodka ...	9.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		085592121067	Tequila Rose 375	8.00	0.00	1.00	1.00	0.00	Sterling Dist
Liquor		087116014626	UV Greenapple 375	6.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		080432400814	Martel Cognac 750	0.00	0.00	1.00	1.00	1.00	Republic Bever...
Liquor		080432400265	Martel Gift Set	2.00	0.00	0.00	0.00	0.00	Republic Bever...



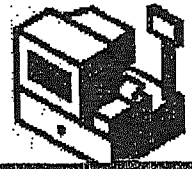
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

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Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt.	Restock Lvl.	Qty to Order	Supplier
Liquor		096749960316	O' Mara's Irish Cream	0.00	0.00	0.00	0.00	0.00	
Liquor		080686001607	Jim Beam Bourbon 37...	24.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080480402075	Bacardi Peach Red 50...	2.00	0.00	0.00	0.00	0.00	
Liquor		080480400361	Bacardi Razz Rum 50ml	16.00	0.00	0.00	0.00	0.00	
Liquor		080686398400	Pucker Raspberry 750	11.00	0.00	0.00	0.00	0.00	
Liquor		080686394402	Pucker Cherry 750	10.00	0.00	0.00	0.00	0.00	
Liquor		080686395409	Pucker Sour Apple 750	7.00	0.00	0.00	0.00	0.00	
Liquor		636191002402	Appleton Estate 12 yr ...	1.00	0.00	0.00	0.00	0.00	
Liquor		080480025205	Bacardi Dark 175	1.00	0.00	0.00	0.00	0.00	
Liquor		088352124810	El Mayor Blanco 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080686373407	Hot Damn 750 ML	7.00	0.00	0.00	0.00	0.00	
Liquor		096749382408	DuBo Peach Schnps ltr	3.00	0.00	0.00	0.00	0.00	
Liquor		089000018758	Chi Chi Margarita Mix ...	4.00	0.00	2.00	2.00	0.00	NE Wine/Rep ...
Liquor		088110931032	Grand Marnier 750	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		835229000308	Absolute Vodka 750	3.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		086767701763	Baileys Irish Caramel...	2.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		096749326709	Whalers Vanille Rum ...	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		087116014510	UV Cherry 375	6.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		089540423241	Kahlua White Russian...	2.00	0.00	0.00	0.00	0.00	
Liquor		080686500605	Windsor Canadian 375	24.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		074806184400	Dailys Pina Colada	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		721059221009	1800 Tequila Liter	3.00	0.00	1.00	1.00	0.00	
Liquor		084692201143	Alize Red Passion 750...	11.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		088110011307	Johnnie Walker Blk 7...	4.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080480355401	Bacardi Limon Rum750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480400330	Bacardi Razz Rum 75...	6.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480095604	Bacardi 151 375	16.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080480095703	Bacardi 151 200	43.00	0.00	1.00	1.00	0.00	NE Wine/Rep ...
Liquor		080480400354	Bacardi Razz Rum 200	35.00	0.00	0.00	2.00	0.00	Republic Bever...
Liquor		080480401566	Bacardi Grand Melon ...	48.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		080480280048	Grey Goose Vodka 20...	2.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		083089500005	Barenjager Honey Liq...	8.00	0.00	0.00	0.00	0.00	
Liquor		083664107360	Glenfiddich Scotch S...	5.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480401061	Bacardi Big Apple Ru...	4.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		084692206148	Alize Bleu 750 ml	9.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		088076168985	Bushmills Irish Whisk...	8.00	0.00	0.00	0.00	0.00	



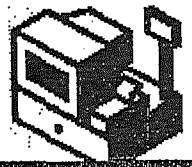
S S Tobacco/Liquor

Item Quantity List

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Liquor		877250	Crown Royal Blended ...	5.00	0.00	1.00	1.00	0.00	
Liquor		080432555170	Wild Turkey Bourbon ...	13.00	0.00	1.00	3.00	0.00	Sterling Dist
Liquor		080432555149	Wild Turkey 375	6.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080432555101	Wild Turkey 50 ml	2.00	0.00	3.00	10.00	8.00	Sterling Dist
Liquor		083664371389	FRANGELICO 375.	1.00	0.00	0.00	0.00	0.00	
Liquor		080480280024	Grey Goose Vodka 750	7.00	0.00	0.00	0.00	0.00	
Liquor		089000019182	Chi Chi Strw Margarita...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		089000500307	ChiChi Pina Colada 1....	2.00	0.00	2.00	2.00	0.00	NE Wine/Rep ...
Liquor		083089800006	Tommy Bahama Whit..	3.00	0.00	0.00	0.00	0.00	
Liquor		083089801003	Tommy Bahama Gold ...	3.00	0.00	0.00	0.00	0.00	
Liquor		082000743736	Jose Cuervo Silver 750	11.00	0.00	0.00	0.00	0.00	
Liquor		083960725787	Jose Cuervo Black 750	9.00	0.00	0.00	0.00	0.00	
Liquor		082000192985	Jose Cuervo 175	4.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000730361	Jose Cuervo Gold Mar...	4.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080480401573	Bacardi Gandmelon 5...	58.00	0.00	0.00	0.00	0.00	
Liquor		096749388424	DuBo Butter Ssnps Ltr	6.00	0.00	0.00	0.00	0.00	
Liquor		085592121043	Tequila Rose 750	3.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		721059007504	Skyy Vodka 750	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		082000740186	Smirnoff Pom Martini ...	7.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082184000052	Jack Daniels Whiskey...	0.00	0.00	0.00	0.00	0.00	
Liquor		082000740094	Smirnoff Lt 6Pk	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		083664868735	Sailor Jerry Rum 175	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		877350	Seagram's 7 Wiskey 2...	28.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		080686034407	Jim Beam Black 750	6.00	0.00	0.00	0.00	0.00	
Liquor		080480015459	Bacardi Rum Lt 750m ...	21.00	0.00	1.00	1.00	0.00	Republic Bever...
Liquor		089540129525	HW Creme Strawberry...	4.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		820100	Smirnoff No57 750ml	10.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		087116014442	UV Cherry 750	13.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		871990	Crown Royal 50 ml	0.00	0.00	2.00	6.00	6.00	Sterling Dist
Liquor		086767520227	Rumple Minze 50ml	-3.00	0.00	0.00	16.00	19.00	Sterling Dist
Liquor		089000114900	Barton Vodka 50ml	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080686821052	Canadian Club 750m	2.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		854130	E&J VS Brandy 750	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		082000729341	Smirnoff Stberry Vodk..	12.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		088004146689	Dr McGill Fireball 750	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		096749021642	Evan Williams Bour W...	14.00	0.00	2.00	2.00	0.00	



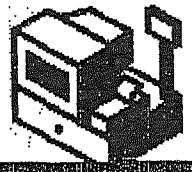
S S Tobacco/Liquor

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Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Liquor		082000741985	Captain Morgan 100 ...	4.00	0.00	0.00	0.00	0.00	
Liquor		087116013025	Hot 100 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		627040411414	Crystal Head Vodka 750	0.00	0.00	0.00	0.00	0.00	
Liquor		088110985080	J&B SCOTCH 375ML	11.00	0.00	0.00	0.00	0.00	
Liquor		084380422980	Pravda 375	11.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		087116014831	UV Grape 375	6.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		082000192954	Jose Cuervo 200	43.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		080660411071	Barton Gin 375ml	12.00	0.00	1.00	1.00	0.00	Republic Bever...
Liquor		096749021543	Evan Williams Bour W...	9.00	0.00	2.00	2.00	0.00	
Liquor		080480015602	Bacardi Superior Rum ...	17.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		086767702272	Baileys Irish Cream C...	3.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		087000201156	Captain Morgan 175	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		096749373307	Dubo Blackberry Bran...	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		877600	Crown Royal Canadia...	0.00	0.00	2.00	2.00	2.00	
Liquor		080480302023	Drambuie 750ml	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		086767702241	Baileys Irish Cream C...	16.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080480280000	Grey Goose 1.75 Lt	3.00	0.00	0.00	0.00	0.00	
Liquor		082184087008	J D Single Barrel 750m	4.00	0.00	1.00	1.00	0.00	Republic Bever...
Liquor		080432400395	Chivas Regal Scotch ...	0.00	0.00	1.00	3.00	3.00	Sterling Dist
Liquor		021893789124	Lemoncillo 750 ML	1.00	0.00	0.00	0.00	0.00	
Liquor		084380422249	Pravda Vodka Gift 750	9.00	0.00	0.00	0.00	0.00	
Liquor		689768111007	Agavero Tequila 750ml	4.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		088110021306	Johnnie Walker Red ...	6.00	0.00	1.00	3.00	0.00	Sterling Dist
Liquor		080480025700	Bacardi Gold 200	35.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		083664869534	Galliano 750m	7.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		089540416373	Kahlua Mudslide 1.75	0.00	0.00	0.00	0.00	0.00	
Liquor		080915035700	Bols Creme De Cacao...	3.00	0.00	0.00	0.00	0.00	
Liquor		088110931049	Grand Marnier 375	20.00	0.00	0.00	2.00	0.00	Sterling Dist
Liquor		086036815672	Christian Bros Brandy ...	5.00	0.00	2.00	2.00	0.00	
Liquor		736040012856	Hpnotiq 375	3.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080686097402	Leroux Black Berry Br...	3.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		089540504605	Kahlua Mocha 50ml	4.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		089540493305	Malibu Trp Banana 50ml	2.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		088544000014	Souther Comfort 100 ...	0.00	0.00	0.00	0.00	0.00	
Liquor		089540122748	Kahlua 50ml	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080686500209	Windsor Canadian Ble...	5.00	0.00	1.00	1.00	0.00	NE Wine/Rep ...



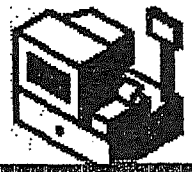
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Liquor)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Liquor		0883521 00036	Everclear Grain Alcoh...	7.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080432555125	Wild Turkey 200ml	3.00	0.00	0.00	2.00	0.00	
Liquor		0855921 04589	McCormick Vodka 50ml	0.00	0.00	3.00	10.00	10.00	Sterling Dist
Liquor		825680	Jose Cuervo Especial ...	7.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		0748061 84608	Dailys Pom Acai Marg...	5.00	0.00	0.00	0.00	0.00	
Liquor		0748061 84509	Dailys Paech Daiq	20.00	0.00	0.00	0.00	0.00	
Liquor		080915039180	Bols Triple Sec 750	9.00	0.00	0.00	0.00	0.00	
Liquor		721733000234	Patron Tequila Silver 5...	5.00	0.00	0.00	1.00	0.00	Sterling Dist
Liquor		087116014480	UV Blue Vodka 750m	8.00	0.00	1.00	1.00	0.00	Republic Bever...
Liquor		089540448992	Malibu Coconut Rum ...	7.00	0.00	0.00	0.00	0.00	
Liquor		082000193012	Jose Cuervo Gold 375	4.00	0.00	2.00	2.00	0.00	
Liquor		080480301149	Bombay Sapphire Dry ...	0.00	0.00	2.00	2.00	2.00	Republic Bever...
Liquor		872770	Capt Morgan Rum 375	5.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		084380425042	Hot Sex	12.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		083089524001	Jagermeifter 750ml	9.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		083089660358	Jagermeister 375ml	19.00	0.00	0.00	4.00	0.00	Republic Bever...
Liquor		082000192886	Jose Cuervo 750	5.00	0.00	1.00	2.00	0.00	Sterling Dist
Liquor		080432106075	Wild Turkey /Flask 750	5.00	0.00	0.00	0.00	0.00	
Liquor		088110110307	Tanqueray Gin 750m	2.00	0.00	1.00	3.00	0.00	Sterling Dist
Liquor		0880041 44548	Dr Mc Gill Vanilla Liqu...	12.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480015404	Bacardi Superior Rum ...	7.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		825610	Smirnoff Vodka 375	10.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		080686500407	Windsor Canadian 750	9.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		0855921 18647	McCormick Vodka Tra...	12.00	0.00	0.00	0.00	0.00	
Liquor		085676101053	Skol Vodka 50ml	0.00	0.00	0.00	1.00	1.00	Republic Bever...
Liquor		080686500704	Windsor Canadian 200	20.00	0.00	2.00	2.00	0.00	NE Wine/Rep ...
Liquor		086767520098	Rumple Minze 375 ml	9.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		088544019054	Southern Comfort 750	11.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		0748061 84301	Dailys Mojito	14.00	0.00	0.00	0.00	0.00	
Liquor		085246139431	Makers Mark Ken Whi...	0.00	0.00	1.00	1.00	1.00	Republic Bever...
Liquor		689768116002	Agavero Tequila 50	10.00	0.00	0.00	0.00	0.00	
Liquor		088110150624	Hennessy Cognac 375	21.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		080480015701	Bacardi Superior 200	19.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		080480356200	Bacardi Limon Rum 5...	-1.00	0.00	0.00	0.00	1.00	
Liquor		877270	Crown Royal Wiskey ...	5.00	0.00	0.00	2.00	0.00	
Liquor		087000202214	Parrot Bay Coconut	7.00	0.00	1.00	3.00	0.00	Sterling Dist



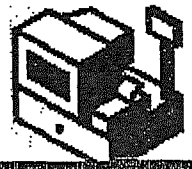
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Liquor)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Liquor		088110985042	J&B SCOTCH 750ML	11.00	0.00	0.00	0.00	0.00	
Liquor		082000001041	Smirnoff Green Apple ...	14.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000001171	Smirnoff WaterMln Tw...	6.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000001225	Smirnoff Cranberry Vo...	9.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000003861	Smirnoff Orange 750	11.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000003915	Smirnoff Citrus Vodka	5.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000003960	Smirnoff Raspberry V...	8.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		087000505032	Parrot Bay Mango	10.00	0.00	1.00	3.00	0.00	Sterling Dist
Liquor		087000505063	Parrot Bay Pineapple	12.00	0.00	1.00	3.00	0.00	Sterling Dist
Liquor		087000506947	Parrot Bay Passion Fruit	13.00	0.00	1.00	3.00	0.00	Sterling Dist
Liquor		088110110109	Tanqueray Gin 200	47.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		088110110604	Tanqueray Gin 375	24.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		088076168640	Tanqueray Rangpur G...	7.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		085592104510	McCormick Vodka 1.75	3.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080660472614	Barton Vodka 175ml	3.00	0.00	1.00	2.00	0.00	Republic Bever...
Liquor		082000004011	Smirnoff Vanilla 750ml	8.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		083664864461	Sailor Jerry Nay Rum ...	21.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		871930	Capt Morgan Traveler ...	10.00	0.00	1.00	1.00	0.00	Sterling Dist
Liquor		089540493442	Kahlua Hazelnut 50ml	7.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080432401217	Seagrams X-Dry Gin ...	40.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		081128000028	Early Times Whiskey 50	9.00	0.00	0.00	0.00	0.00	
Liquor		088004148225	Dr McGill Cherry Schn...	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		086767500090	Goldschlager 375 ml	7.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		050037014549	Disaronno Amaretto 50	17.00	0.00	0.00	0.00	0.00	
Liquor		080660472089	Barton Vodka 200	46.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		074806019429	Dailys Cosmo Btl	16.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082844001535	N Y Long Island Ice T...	3.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		085592104572	McCormick Vodka 20...	45.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		083664869619	Sailor Jerry Rum 50	0.00	0.00	0.00	0.00	0.00	
Liquor		080686500438	Windsor Canadian 75...	10.00	0.00	1.00	1.00	0.00	NE Wine/Rep ...
Liquor		820080	Smirnoff Vodka 200	28.00	0.00	2.00	2.00	0.00	
Liquor		087000700604	Crown Royal 1.75 Lt	1.00	0.00	0.00	0.00	0.00	
Liquor		081128023188	Canadian Mist 750	11.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080686001409	Jim Beam Bourbon 75...	10.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080480025601	Bacardi Gold 375	20.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		721733000029	Patron Silver 750	5.00	0.00	0.00	1.00	0.00	Sterling Dist



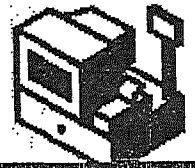
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Liquor)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Liquor		721733000012	Patron Anejo 750	9.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		721733000159	Patron Reposado 750	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		086767210067	Baileys Irish Cream Or...	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		088544019160	Southern Comfort 200ml	21.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		082928114151	Barton Vodka 750	3.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080686001706	Jim Beam Bourbon 20...	10.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		074806184103	Dailys Margarita	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		074806184202	Dailys Straw Daiquiri	23.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		084380422546	Pravda 750 & Jam Gift...	3.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		084380422041	Pravda Vodka 750	5.00	0.00	0.00	0.00	0.00	
Liquor		084380422072	Pravda Vodka 50 ml	37.00	0.00	0.00	0.00	0.00	
Liquor		088110150525	Hennessy Cognac 200	6.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		080686042402	Kessler Am Whiskey ...	-5.00	0.00	1.00	2.00	7.00	Republic Bever...
Liquor		083089660105	Jagermeifter 50ml	7.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080660472072	Barton Vodka 375	12.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		080480016210	Bacardi Superior 50ml	6.00	0.00	0.00	0.00	0.00	
Liquor		872730	Capt Morgan Rum 200	7.00	0.00	2.00	2.00	0.00	
Liquor		085592104565	McCormick Vodka 375	36.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		721733000968	Patron Anejo 375	3.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		089540122717	Kahlua Liqeur 750m	13.00	0.00	1.00	2.00	0.00	NE Wine/Rep ...
Liquor		082184090503	Jack Daniels 375m	24.00	0.00	0.00	2.00	0.00	Republic Bever...
Liquor		082184090466	Jack Daniels 750m	12.00	0.00	1.00	1.00	0.00	Republic Bever...
Liquor		082184090527	Jack Daniels 200	48.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		088004144043	Dr McGill Mentholmint...	12.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		08800400202	Dr McGillicuddys Blk L...	2.00	0.00	0.00	0.00	0.00	
Liquor		088352111704	Canadian Springs Whi...	7.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		088352119380	Canadian Springs Tra...	15.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		088352117942	Rebel Yell Wiskey 750	12.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		820420	Popov Vodka	2.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		096749180097	Amarito Amaretto 750	12.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		829500	Smirnoff Vodka 750 Tr...	12.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080660411088	Barton Gin 200ml	22.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		721733000371	Patron Xo Cafe 375	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		089540333472	BEEFEATER GIN 1.75	2.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		089540484198	Beefeater Gift Set	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		087000507883	Parrot Bay Wave Run...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...



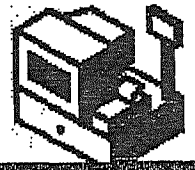
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Liquor)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Liquor		736040011088	Hpnotiq Gift Set	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		087116014435	UV Cherry Vodka Liter	0.00	0.00	0.00	0.00	0.00	
Liquor		080432100875	Seagram Colada 4 pk	0.00	0.00	2.00	2.00	2.00	NE Wine/Rep ...
Liquor		087000507821	Parrot Bay Matava Blu...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		721059227506	1800 Tequila 750m	0.00	0.00	1.00	2.00	2.00	NE Wine/Rep ...
Liquor		087116014473	UV Blue Vodka Liter	0.00	0.00	2.00	2.00	2.00	
Liquor		853820	E&J VSOP Brandy 1L	0.00	0.00	1.00	3.00	3.00	Finocchiaro Wi...
Liquor		087000507852	Parrott BaySunset Sur...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080432400180	Chivas Regal Gift Set ...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		096749318506	Whalers Coconut Ru...	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		721733000951	Patron Reposado 375	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		096749333028	Whalers Banana Rum...	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		721733000210	Patron Tequila Anejo ...	0.00	0.00	0.00	1.00	1.00	Sterling Dist
Liquor		744607069205	El Jimador Gift Set	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480401542	Bacardi Grandmelon 7...	4.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		824720	Smirnoff Vodka 50 ml	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		086767210098	Baileys Irish Cream 375	0.00	0.00	2.00	2.00	2.00	Sterling Dist
Liquor		084692200948	Alize Gold Pass Cogn...	11.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480400057	Bacardi Orange Rum ...	0.00	0.00	0.00	0.00	0.00	
Liquor		080432802281	Seagram Fuzzy Navel ...	0.00	0.00	2.00	2.00	2.00	NE Wine/Rep ...



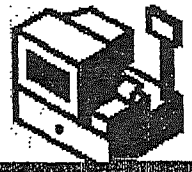
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Wine)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Overall				**288.00**	**0.00**			**38.00**	
Wine				**288.00**	**0.00**			**38.00**	
Wine		080720000108	Glen Ellen White Zinfa...	0.00	0.00	1.00	1.00	1.00	Republic Bever...
Wine		088320100044	Tosti Asti 750	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Wine		850262	Sutter Home Chardon...	0.00	0.00	1.00	1.00	1.00	NE Wine/Rep ...
Wine		082100179022	Arbor Mist Wht Zin E...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Wine		085000014226	Black Swan Riesling	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		855120	Boones Farm Sangria ...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		097921371104	Rombauer Merlot 750	5.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		850062	Sutter Home Chardon...	0.00	0.00	0.00	0.00	0.00	
Wine		089121850022	Ariel Cabernet Sauvig...	5.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		084279975443	Beviamo Moscato 750	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		080720000016	Glen Ellen Chardonnay	0.00	0.00	1.00	1.00	1.00	Republic Bever...
Wine		790559004269	Domains Vouvray 750ml	2.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		850092	Sutter Home White Zi...	0.00	0.00	0.00	0.00	0.00	
Wine		089819008728	Beringer Merlot	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		667219000100	Goiya Cabernet	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		667219000063	Goiya Chardonnay 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		082734316145	Walnut Crest Chardon...	1.00	0.00	1.00	1.00	0.00	NE Wine/Rep ...
Wine		876153000651	Zonin Asti	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Wine		089819006526	Beringer White Zinfan...	0.00	0.00	2.00	2.00	2.00	Republic Bever...
Wine		833302000801	S/K/N Cab Sauvignon ...	1.00	0.00	0.00	0.00	0.00	
Wine		013022000125	Electra Orange Muscat	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		013022000262	Quady Electra Red M...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		130228	Essensia Orange Mus...	9.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		130229	Elysium Black Muscat ...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		085000014370	Bella Sera Pinor Noir ...	8.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		021296604277	Paul Masson Rose' W...	1.00	0.00	0.00	0.00	0.00	
Wine		089819113774	Beringer Pinot Grigio	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089819001972	Beringer Pinot Noir	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089819006038	Beringer Sauv Blanc 7...	1.00	0.00	0.00	0.00	0.00	
Wine		085000012093	Black Swan Chard Se...	4.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		603012001012	Peachy Canyon Red ...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		858280	Andre Spumante 750	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		021296602419	Paull Masson Madeira	11.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		850242	Sutter Home Merlot	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...



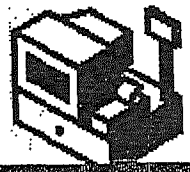
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Wine)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Wine		085200918744	Sutter Home White Zi...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Wine		082734317944	Walnut Crest Pinot Gri...	0.00	0.00	1.00	1.00	1.00	NE Wine/Rep ...
Wine		082734316046	Walnut Crest Cab Sau	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Wine		085000007570	Ballatore Gran Spuma...	2.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		857351000032	Serengeti Shiraz	2.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		085000012130	Black Swan Shiraz Ca...	4.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		088940000014	Taylor Port Wine 750	8.00	0.00	0.00	0.00	0.00	
Wine		085000249581	Mac Murray Pinot Noir...	4.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		082100113132	Marc James Merlot 750	1.00	0.00	0.00	0.00	0.00	
Wine		085200006007	Jargon Pinot Noir 750	7.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		088232002337	Vendage Chard 4 Pk	4.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		088232004058	Vendage Merlot 4 Pk	4.00	0.00	0.00	0.00	0.00	
Wine		739958984208	F Coppola Chardonna...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		739958974001	F Coppola Claret 750	3.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		739958064702	F Coppola Malbec 750	6.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		082734266549	Xplorador 750	11.00	0.00	0.00	0.00	0.00	
Wine		085000015216	Gallo TV Moscato 750	3.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		085200005758	Seaglass Sauvignon B...	11.00	0.00	0.00	0.00	0.00	
Wine		739958064801	F Coppola Cabernet S...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		739958974100	F Coppola Merlot 750	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		739958014509	F Coppola Pinot Noir 7...	4.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		099988071072	Folie a' Deux Chardon...	8.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		850692	Sutter Home Pinot Gri...	0.00	0.00	1.00	1.00	1.00	NE Wine/Rep ...
Wine		082100738137	Vendange Chardonna...	7.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		857830	Gallo Twn V White Zin...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		082100738182	Arbor Mist Peach Spar...	2.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		099988071058	Menage 'a Trois White...	12.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		850752	Sutter Home Red 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089121830024	Ariel Chardonnay 750	7.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		857351000025	Serengeti Pinotage 75...	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		084756103888	Len Kreusch Riesling ...	9.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		857480	Andre Extra Dry Cham...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		038075202302	Verdi Spumante 750	8.00	0.00	0.00	0.00	0.00	
Wine		011034503825	M&R Rose'	16.00	0.00	0.00	0.00	0.00	
Wine		038075205303	Verdi Sparkletini 750	3.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		082100109395	Marc James Cab Sau...	0.00	0.00	0.00	0.00	0.00	Republic Bever...



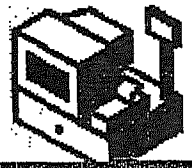
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Wine)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt.	Restock Lvl.	Qty to Order	Supplier
Wine		082100738199	Arbor Mist Raspberry ...	4.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		859775001237	Chocovine 750	11.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		850292	Sutter Home White Zi...	5.00	0.00	1.00	1.00	0.00	NE Wine/Rep ...
Wine		082100109425	Marc James White Zin...	9.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		084756101303	Len Kreusch Piesport...	8.00	0.00	0.00	0.00	0.00	
Wine		082100738144	Vendange White Zin Lt	3.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		011034500053	M&R Asti	15.00	0.00	0.00	0.00	0.00	
Wine		082100109449	Marc James Chard 750	2.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		084279973944	Starling Castle Rieslin...	1.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		080516055640	Movendo Moscato	0.00	0.00	0.00	0.00	0.00	
Wine		099988071096	Menage 'a Trois Red ...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		082734316244	Walnut Crest Sauvign...	1.00	0.00	1.00	1.00	0.00	NE Wine/Rep ...
Wine		086788001118	Red Flyer Red Table ...	11.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		082242923439	Irony Pinhot Noir 750	11.00	0.00	0.00	0.00	0.00	
Wine		085904814403	MD 20/20 Wine 750 ml	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		080720000504	Glen Ellen Merlot 750 m	0.00	0.00	1.00	1.00	1.00	Republic Bever...
Wine		031259008943	Yellowtail Shiraz	0.00	0.00	0.00	12.00	12.00	Sterling Dist
Wine		080720000023	Glen Ellen Cabernet S...	0.00	0.00	1.00	1.00	1.00	Republic Bever...
Wine		083804072459	Cribari Madeira	0.00	0.00	0.00	0.00	0.00	
Wine		031259008929	YellowTail Chardonnay	0.00	0.00	4.00	12.00	12.00	Sterling Dist
Wine		667219000094	Goiya Merlot	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		087754000159	Hogue White Riesling ...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		085000012116	Black Swan Shiraz & ...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		855610	Boones Farm Apple W...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		089819006731	Beringer Old Vine Zinf...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		018341751109	Barefoot Merlot 750	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		768675986110	King Estates Vin Glac...	6.00	0.00	0.00	0.00	0.00	
Wine		857351000049	Sergenti Cabernet	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089819001705	Beringer Cabernt Sau...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089819028504	Beringer Chardonnay	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089819083947	Beringer Chenin Blanc	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089819090297	Beringer White Merlot	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089819103553	Beringer Shiraz	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		082100179237	Arbor Mist Merlot Blkb...	0.00	0.00	0.00	4.00	4.00	NE Wine/Rep ...
Wine		082734316749	Walnut Crest Shiraz	2.00	0.00	1.00	1.00	0.00	NE Wine/Rep ...
Wine		082100179039	Arbor Mist Wht Zin Str...	2.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...



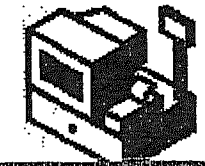
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Wine)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt.	Restock Lvl.	Qty to Order	Supplier
Wine		085200618743	Sutter Home Chardon...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Wine		082734316343	Walnut Crest Merlot 7...	0.00	0.00	1.00	1.00	1.00	NE Wine/Rep ...



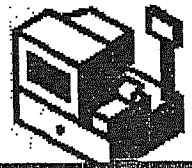
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Beer)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Overall				**354.00**	**0.00**			**128.00**	
Beer				**354.00**	**0.00**			**128.00**	
	Beer	018200109867	Michelob Utra Amber ...	0.00	0.00	2.00	4.00	4.00	Lawless Dist (Q...
	Beer	082184054338	J Daniels Downhome ...	0.00	0.00	2.00	2.00	2.00	Republic Bever...
	Beer	082488130004	Becks Tap	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
	Beer	080660956756	Corona Lt 12 - 12oz LN	0.00	0.00	2.00	2.00	2.00	Lawless Dist (Q...
	Beer	083820567939	Red Stripe Jam Lager...	0.00	0.00	0.00	2.00	2.00	NE Wine/Rep ...
	Beer	188632	Bud Chelada 4 Pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
	Beer	034100173067	MGD 24-12oz cns	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
	Beer	340161	Milwaukee Best Ice 6...	0.00	0.00	2.00	2.00	2.00	Miller Brands o...
	Beer	184632	Bud Select Btl 22 oz	0.00	0.00	6.00	12.00	12.00	Lawless Dist (Q...
	Beer	078250004574	Sparks Blue 16oz	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
	Beer	071990300470	Coors Lt tap	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
	Beer	022100475007	Pabst Blue Ribbon Lt ...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
	Beer	072311630214	SOL CERVEZA 6 PA...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
	Beer	072890001948	Heineken Lt Tap	2.00	0.00	0.00	0.00	0.00	
	Beer	018200009785	Bud Ice 12pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
	Beer	071990095321	Blue Moon Seasonal ...	0.00	0.00	1.00	2.00	2.00	Neb Dist (Pre...
	Beer	072311132329	Sol' 32 oz	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
	Beer	878403	Coors 6-Pk 8 oz	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
	Beer	018200009877	Michelob Lager 6pk bo...	0.00	0.00	2.00	4.00	4.00	Lawless Dist (Q...
	Beer	073360973017	Old Style Lt 24 - 12oz	0.00	0.00	1.00	1.00	1.00	Neb Dist (Pre...
	Beer	072890001740	Heineken Tap	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
	Beer	018200006142	Busch N/A 12oz 12Pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
	Beer	635985006244	Mikes Hard Cranberry ...	3.00	0.00	0.00	0.00	0.00	Miller Brands o...
	Beer	188662	Bud Lt Chelada 4 Pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
	Beer	072890001597	Heineken Lt 12 12oz Btl	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
	Beer	180162	Bud 6pk 12oz cn	0.00	0.00	0.00	1.00	1.00	Lawless Dist (Q...
	Beer	083820104011	Guinness Draught 6Pk	0.00	0.00	0.00	2.00	2.00	NE Wine/Rep ...
	Beer	635985009818	Mikes Margarita	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
	Beer	071990100063	Coors 12 LN 6Pk	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
	Beer	080660956411	Corona Extra Sinlgle 2...	4.00	0.00	6.00	12.00	8.00	Lawless Dist (Q...
	Beer	754527001612	Fat Tire 12oz 12Pk cn	0.00	0.00	0.00	0.00	0.00	Republic Bever...
	Beer	018200159893	Bacardi Lemonade 6Pk	3.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
	Beer	181062	Bud Light 6 pk 12 oz cn	3.00	0.00	0.00	4.00	0.00	
	Beer	184612	Busch Light 40 oz Btl	0.00	0.00	6.00	12.00	12.00	Lawless Dist (Q...



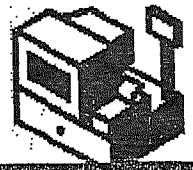
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Beer)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Beer		754527000226	Fat Tire Ale	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Beer		034100073060	Mil Best Lt 24-12oz cns	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		034100313067	Mill Best 24-12oz cns	2.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		034100013417	Miller High Life 30-12o...	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		340091	Miller High Life 40oz Btl	2.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		341571	Milwaukee Best 6Pk 1...	0.00	0.00	0.00	2.00	2.00	Miller Brands o...
Beer		346571	Milwaukee Best Lt 6P...	0.00	0.00	0.00	2.00	2.00	Miller Brands o...
Beer		08834510050	NEW CASTLE BRO...	0.00	0.00	0.00	0.00	0.00	
Beer		052300009663	Old Milwaukee Lt 12oz...	3.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		073360113017	Old Style 24-12oz cans	0.00	0.00	1.00	1.00	1.00	Neb Dist (Pre...
Beer		071990480110	Keystone Lt 12oz 6Pk ...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071990477127	Keystone Ice 24 oz can	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		080660956152	Corona 12 - 12oz LN	2.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		078250004598	Sparks Single 16oz	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		343571	Miller Lt 6-16oz cans	4.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		072311630122	Dos Equis 6Pk	4.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		034100175054	MGD 6-12oz Btl	2.00	0.00	0.00	3.00	0.00	Neb Dist (Pre...
Beer		018200079863	BudSelect 12-12 oz LN	4.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		728904	Heineken 12oz 6Pk cn	2.00	0.00	0.00	0.00	0.00	
Beer		071990700027	Killians Irish Red 6Pk	0.00	0.00	0.00	0.00	0.00	
Beer		034100175092	MGD 12-12oz Btl	1.00	0.00	0.00	3.00	0.00	Neb Dist (Pre...
Beer		034100155094	MGD(64) 12oz 12Pk ...	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		034100348052	Miller Chill 6Pk Btl	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		071990470203	Keystone 12oz 30 Pk	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		087692100126	Sam Adams 6-12oz btl	4.00	0.00	2.00	2.00	0.00	Miller Brands o...
Beer		034100033415	Miller HighLife Lt 30-1...	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		635985000242	Mikes Hard Lem 24oz ...	2.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		181262	Budweiser 40 oz Btl	0.00	0.00	0.00	12.00	12.00	Lawless Dist (Q...
Beer		018200150302	Natural Light 30 pk case	4.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		080660954011	Coronita 7 oz LN	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		076420911196	Pyramid Ale 6Pk	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Beer		071990000479	Coors 12oz 12 Pk	1.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		220741	Pabst Blue Ribbon 16...	1.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		018200089831	Bacardi Silver 6 Pk	4.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		071990770051	Coors N/A 6pk Btl	-1.00	0.00	0.00	0.00	1.00	Neb Dist (Pre...
Beer		018200966712	Bud Select 12oz 24cs	2.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...



S S Tobacco/Liquor

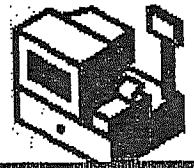
Item Quantity List

Generated On 1/20/2010

Filter:(Department = Beer)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Beer		034100015053	Miller HLife 6-12oz Lnk	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		034100575090	Miller Lt 12-12oz Lnk	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		082000747000	Smirnoff XBT 4 Pk	4.00	0.00	0.00	0.00	0.00	
Beer		018200008344	Budweiser 6pck Btl	6.00	0.00	2.00	4.00	0.00	Lawless Dist (Q...
Beer		034100498054	Leinenkugels 6 Pk	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		034100728052	Leinenkugel Seasonal ...	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		348801	Ice House 24oz	17.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		824886	Becks 24 oz bottle	3.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		094877	Heinken 24oz bottles	9.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		080660959351	St Pauli Girl 6-12oz B...	1.00	0.00	0.00	2.00	0.00	Neb Dist (Pre...
Beer		340911	Magnum 40 malt Liqour	-3.00	0.00	0.00	0.00	3.00	
Beer		014974500091	Wood Chuck Draft Cid...	-1.00	0.00	1.00	2.00	3.00	Neb Dist (Pre...
Beer		018200009747	Michelob AmberBock ...	2.00	0.00	2.00	4.00	2.00	Lawless Dist (Q...
Beer		018200611681	Busch 12oz 24cs	2.00	0.00	0.00	6.00	0.00	Lawless Dist (Q...
Beer		080660956053	Corona 6pk Bottle	5.00	0.00	2.00	4.00	0.00	Lawless Dist (Q...
Beer		726959901204	Blvd Wheat Beer 6-12...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		087692112167	Sam Adams Lager 24...	7.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		018200159961	Bud Select 55 6Pk Btl	3.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		685165330263	Jack Hammer 24oz	3.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		034100155056	MGD (64) 6-12oz Btl	3.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		080660956251	Corona Light 6pk bottles	2.00	0.00	2.00	4.00	2.00	Lawless Dist (Q...
Beer		080660944333	St Pauli Girl 24oz	9.00	0.00	0.00	2.00	0.00	Neb Dist (Pre...
Beer		018200008030	Busch Light 6pack LN	3.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		071990300692	Coors Light 12-12oz LN	-1.00	0.00	1.00	1.00	2.00	Neb Dist (Pre...
Beer		087692831020	Twisted Tea 6pk	2.00	0.00	0.00	2.00	0.00	Miller Brands o...
Beer		087692300502	Sam Adams Seasonal...	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		896974002016	Lucky Bucket 12oz 6P...	4.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		635985067443	Mikes Hard Berry	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		635985069447	Mikes Hard Lime 6 pk ...	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		635985060741	Mikes Pink Lemonade...	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		070897013315	Fosters 25oz can	3.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		018200006463	Bud Ice LN 6 Pk	3.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		018200007712	Budweiser 12 pack L N	3.00	0.00	2.00	4.00	0.00	Lawless Dist (Q...
Beer		018200009891	Busch Lt 12-12oz LN	3.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		018200270307	Natural Ice 30pck can ...	2.00	0.00	2.00	3.00	1.00	Lawless Dist (Q...
Beer		180432	Natural Ice Lt 16oz 6 pk	4.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...

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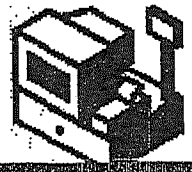
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Beer)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Beer		180512	Busch 12oz 6 Pk	0.00	0.00	0.00	0.00	0.00	
Beer		071990300050	Coors Light 6-12oz bot...	-1.00	0.00	0.00	0.00	1.00	Neb Dist (Pre...
Beer		018200059902	Michelob Ultra 12Pk Btl	1.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		018200149986	Bud American Ale 6Pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		635985606116	Mikes 6-12oz Btl	1.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		635985100621	Mikes 6-12oz Btl	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		034100573065	Miller Lt 24-12oz cans	3.00	0.00	2.00	2.00	0.00	Neb Dist (Pre...
Beer		071990480080	Keystone Lt 6-16oz c...	9.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		183592	Natural Ice 24oz can	19.00	0.00	0.00	12.00	0.00	Lawless Dist (Q...
Beer		071990316006	Coors Light 24-12oz c...	1.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		180782	Natural Ice 6pk cans 1...	5.00	0.00	0.00	8.00	0.00	Lawless Dist (Q...
Beer		078250003287	Steel Reserve 24oz can	2.00	0.00	0.00	3.00	0.00	Miller Brands o...
Beer		018200007699	Bud Lt 12oz L N 12 Pk	4.00	0.00	0.00	6.00	0.00	Lawless Dist (Q...
Beer		018200110474	Budweiser 12/12oz cn	6.00	0.00	2.00	6.00	0.00	Lawless Dist (Q...
Beer		078250004611	Sparks Plus	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		018200079870	BudSelect 12-12oz cn	2.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		181152	Budlight 6-16oz cn	8.00	0.00	0.00	6.00	0.00	Lawless Dist (Q...
Beer		018200530470	Budlight 12oz 12 Pk	7.00	0.00	0.00	8.00	0.00	Lawless Dist (Q...
Beer		343551	Miller Light 24oz cns	9.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		180182	Bud 6 Pk 16oz cn	3.00	0.00	0.00	2.00	0.00	Lawless Dist (Q...
Beer		181602	Bud Lt 40oz	4.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		072890000118	Heinken 6 Pk 12oz bot...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		034100576363	Miller Lt 12-12oz cns	3.00	0.00	2.00	2.00	0.00	Neb Dist (Pre...
Beer		018200149900	Bud Lt Lime 12Pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		018200069925	Bacardi Raz 6-12oz Btl	2.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		018200059896	Michelob Ultra 6pk Btl	0.00	0.00	0.00	4.00	4.00	Lawless Dist (Q...
Beer		018200079856	BudSelect L N 6pk	2.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		018200159985	Bud Lt Wheat 6Pk Btl	3.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		071990480165	Keystone Lt 12oz 18 ...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071990477141	Keystone Ice 30 Pk	3.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		082488123457	Becks 6-12oz Btls	3.00	0.00	0.00	3.00	0.00	Neb Dist (Pre...
Beer		034100015091	Miller High Life 12Pk Btl	1.00	0.00	0.00	0.00	0.00	
Beer		181882	Busch Light 6 pk 12 o...	-1.00	0.00	0.00	4.00	5.00	
Beer		071990300654	Coors Lt 24 oz cn	4.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071990477073	Keystone Ice 6-16.oz ...	7.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071990095116	Blue moon 6-12oz bott...	3.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...



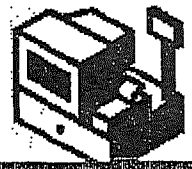
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Beer)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt.	Restock Lvl.	Qty to Order	Supplier
Beer		072890001191	Heinken 24oz can	5.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		018200530258	BudLight 12oz 20 Pk LN	2.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		018200008016	Busch Light 12oz 12pk	4.00	0.00	0.00	8.00	0.00	Lawless Dist (Q...
Beer		072890001580	Heinken Lgt 6-12oz bo...	-1.00	0.00	0.00	0.00	1.00	Neb Dist (Pre...
Beer		071990480240	Keystone Lt 24oz can	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071990480196	KeyStone Lt 30-12oz ...	6.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		184662	Budweiser 24oz cn	17.00	0.00	0.00	8.00	0.00	Lawless Dist (Q...
Beer		018200861673	Busch Lt 12oz 24cs	6.00	0.00	0.00	8.00	0.00	Lawless Dist (Q...
Beer		071990000486	Coors Lt 12oz 12pk	-1.00	0.00	0.00	0.00	1.00	Neb Dist (Pre...
Beer		082488123006	Becks 12oz 12Pk	1.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		184682	Bud Lt 24 oz cn	11.00	0.00	0.00	6.00	0.00	
Beer		018200111686	Budweiser 12oz 24cs	-3.00	0.00	0.00	6.00	9.00	Lawless Dist (Q...
Beer		071990480042	Keystone Lt 12oz 12Pk	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		034100575052	Miller Lt 6-12oz Btl	3.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		346221	Old English 800 40 oz	3.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		018200008337	Budlight 6pk 12oz LN	5.00	0.00	0.00	8.00	0.00	Lawless Dist (Q...
Beer		018200531682	Bud Light 12oz/24 cs	9.00	0.00	0.00	10.00	0.00	Lawless Dist (Q...
Beer		083820567960	Red Stripe Jamaican L...	0.00	0.00	1.00	2.00	2.00	NE Wine/Rep ...
Beer		080660953014	Pacifico 6Pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		018200008849	Michelob Lt 12Pk LN	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		080660957555	Modelo Especial 6Pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		071990300425	Coors Light 40 oz bottl...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		348871	Ice House 12 oz	0.00	0.00	0.00	0.00	0.00	
Beer		034100625054	Ice House 6Pk Btl	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		071439320069	Rock Green Light 6Pk	0.00	0.00	1.00	2.00	2.00	
Beer		082184054369	J Daniels Watermelon ...	0.00	0.00	2.00	2.00	2.00	Republic Bever...
Beer		340071	Miller HighLife 6-16oz ...	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		082184054345	J Daniels Hurricane P...	0.00	0.00	2.00	2.00	2.00	Republic Bever...
Beer		071990776039	Zima Citrus 6PK	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		018200007842	O'Douls 6pk bottle	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		089826530229	Tecate 32oz bottles	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071990470012	Keystone 12 oz 6PK cn	0.00	0.00	0.00	0.00	0.00	
Beer		082000729044	Smirnoff Twist Rasp 2...	0.00	0.00	1.00	2.00	2.00	NE Wine/Rep ...
Beer		071250000164	Colt 45 15-12oz cn	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071250402050	Colt 45 24oz cn	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071439348063	Rolling Rock 6-12oz b...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...



S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Beer)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt.	Restock Lvl.	Qty to Order	Supplier
Beer		052300015406	Schlitz 12oz 12Pk	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		182442	Bud Ice 40 oz Btl	0.00	0.00	6.00	12.00	12.00	Lawless Dist (Q...
Beer		078250003508	ST IDES MIXED FRU...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071439320120	Rock Green Light 12pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		726959901303	Blvd Seasonal 12oz 6 ...	0.00	0.00	0.00	0.00	0.00	Premium Midwest
Beer	Lawless	018200129827	Land Shark Lager	0.00	0.00	0.00	0.00	0.00	
Beer	Lawless	018200149917	Bud Lt Lime 12oz 6 Pk	2.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer	Nebr Dist	726959901006	Blvd Pale Ale 6-12oz ...	4.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer	Nebr Dist	072890000163	Heinken 12-12oz Btl	3.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...

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CONTROL COMMISSION

8. Are you 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)

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

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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.

TierOne Bank (42nd & Center, 84th & Hwy 370) - James N. Dropinski / Donna C. Dropinski

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.

None

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) * Need training

Name:	Date:	Where:
James N. Dropinski	09/01/1993	James is the current Owner/Operator/President of a successful busi
		No current liquor training

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 ~~April 2013~~ June 1 2013
☐ Deed
☐ Purchase Agreement

14. When do you intend to open for business? April 1st, 2010
15. What will be the main nature of business? Off sale liquor / beer / wine & Catering
16. What are the anticipated hours of operation? Mon thru Sat - 8:00 a.m. - 10:00 p.m. Sunday - noon - 6:00 p.m. (maybe)

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.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM	TO	SPOUSE: CITY & STATE	YEAR FROM	TO
James N. Dropinski; Omaha, NE	1999	2010	Donna C. Dropinski; Omaha, NE	1999	2010

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**
Signature of Applicant	**Signature of Spouse**
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 2-9-10 by

Notary Public signature

Affix Seal Here

GENERAL NOTARY - State of Nebraska
GINGER GUILFOYLE
My Comm. Exp. Aug. 15, 2011

County of Douglas

The foregoing instrument was acknowledged before me this 2-9-10 by

Notary Public signature

Affix Seal Here

GENERAL NOTARY - State of Nebraska
GINGER GUILFOYLE
My Comm. Exp. Aug. 15, 2011

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.

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.

James M. Dwyer
Signature of Applicant

Dawn C. Dwyer
Signature of Spouse

James M. Dwyer
Signature of Applicant

N/A
Signature of Spouse

Nicholas J. Dwyer
Signature of Applicant

N/A
Signature of Spouse

David J. Dwyer
Signature of Applicant

N/A
Signature of Spouse

Signature of Applicant

Signature of Spouse

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this Feb 13, 2010 by

Notary Public signature

GENERAL NOTARY - State of Nebraska
GINGER GUILFOYLE
My Comm. Exp. Aug. 15, 2011

Affix Seal Here

County of

The foregoing instrument was acknowledged before me this by

Notary Public signature

Affix Seal Here

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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

Office Use

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: James Dropinski

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

JDJND, INC.

Corporation Address: 4655 Arbor Street

City: Omaha State: NE Zip Code: 68106-3330

Corporation Phone Number: 402-558-8383 Fax Number 402-558-8383

Total Number of Corporation Shares Issued: 10,000

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

Last Name: Dropinski First Name: James MI: N

Home Address: 4655 Arbor Street City: Omaha

State: NE Zip Code: 68106-3330 Home Phone Number: 402-558-8383

James N Dropinski

Signature of president

State of Nebraska
County of Douglas

The foregoing instrument was acknowledged before me this

Feb. 9, 2010 by James Dropinski
date name of person acknowledged

Ginger Guilfoyle

Notary Public signature

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List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

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Last Name: Dropinski First Name: James MI: N Signed

Social Security Numbe[illegible] Date of Birth: [illegible] prints

Title: President / CEO Number of Shares 5,000

Spouse Full Name (indicate N/A if single): Donna C. Dropinski Signed

Spouse Social Security Numbe[illegible] Date of Birth: [illegible] prints

---

Last Name: Dropinski First Name: Donna MI: C Signed

Social Security Number: [illegible] Date of Birth: 10[illegible] prints

Title: Vice-President / Treasurer Number of Shares 5,000

Spouse Full Name (indicate N/A if single): James N. Dropinski

Spouse Social Security Number: [illegible] Date of Birth: 08[illegible] Signed prints

---

Last Name: Dropinski First Name: James MI: M

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

Title: Director Number of Shares 0

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

Spouse Social Security Number: Date of Birth:

Last Name: Dropinski First Name: Nicholas MI: J

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

Title: Director Number of Shares 0

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

Spouse Social Security Number: Date of Birth:

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: Dropinski First Name: David MI: J

Social Security Number: ~ Date of Birth:

Title: Director Number of Shares 0

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

Spouse Social Security Number: Date of Birth:

Last Name: First Name: MI:

Social Security Number: Date of Birth:

Title: Number of Shares

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

Spouse Social Security Number: Date of Birth:

Last Name: First Name: MI:

Social Security Number: Date of Birth:

Title: Number of Shares

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

Spouse Social Security Number: Date of Birth:

Last Name: First Name: MI:

Social Security Number: Date of Birth:

Title: Number of Shares

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

Spouse Social Security Number: Date of Birth:

Is the applying Corporation controlled by another Corporation?

☐YES ☑NO

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

---

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

Starting Date: January Ending Date: December

Is this a Non-Profit Corporation?

☐YES ☑NO

If yes, provide the Federal ID #.

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A ten day advance period is requested in writing to produce the alternate format.

APPLICATION FOR LIQUOR LICENSE
CATERING LICENSE

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

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FEE $100.00

A catering license allows a retail licensee to deliver, sell or dispense alcoholic liquors, including beer, for consumption at a location designated on a Special Designated License (SDL). The catering license is renewed in the same manner and time as the retail license held by the licensee. A licensee shall not cater an event unless a SDL has been obtained. *An applicant seeking a SDL must be filed with the local governing body where the event is to be held at least 21 days prior to the event.* The application must then be filed with the Commission ten working days prior to the event. The local or county approval and law enforcement notification letter must accompany the SDL when submitted to the Commission. The $40 per day license fee is waived for the holder of a catering license and the number of events allowed is unlimited.

CLASS OF LICENSE AND NUMBER Pending

NAME OF LICENSEE JDJND, Inc.

TRADE NAME JD's Liquor Locker

PREMISE ADDRESS 8052 So. 84 St

CITY/STATE/ZIP CODE ~~Omaha~~ LaVista NE 68128

A copy of your application for a catering license will be forwarded to the local governing body for recommendation Neb.rev.state., the Liquor Commission shall set for hearing any application receiving local governing body denial, a citizens protest or having statutory problems discovered by the Commission. If the local governing body does not make a recommendation, the Commission may approve or deny the issuance of a license. Catering licenses shall be delivered to the licensee in the same manner as provided in subsection (4) of Neb. rev. state., for delivery of licenses.

X _____
Signature of Licensee

Subscribed in my presence and sworn to before me this 9 day of Feb, 2010

GENERAL NOTARY - State of Nebraska
GINGER GUILFOYLE
My Comm. Exp. Aug. 15, 2011

_____
Notary Public Signature & Seal

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

Office Use

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 their 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: JDJND, INC.

Premise information

Premise License Number: _____
(if new application leave blank)

Premise Trade Name/DBA: JD's Liquor Locker

Premise Street Address: 8052 So. 84TH St LaVista, NE

City: LaVista State: NE Zip Code: 68128

Premise Phone Number: 402.339.1634

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.

James M Lupinacci President
CORPORATE OFFICER SIGNATURE
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☒ MALE ☐ FEMALE

Last Name: Dropinski First Name: James MI: N

Home Address (include PO Box if applicable): 4655 Arbor St

City: Omaha State: NE Zip Code: 68106

Home Phone Number: 402,558,8383 Business Phone Number: 402,553,0123

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth: Omaha, NE

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

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☒ YES ☐ NO

Spouse's information

Spouses Last Name: Dropinski First Name: Donna MI: C

Social Security Number: Drivers License Number & State:

Date Of Birth: 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
Omaha NE	1979	2010			
4655 Arbor St					
Donna & James					

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1993	2010	Margarita Magic	JD Dropinski	402.558.0123
1989	2008	ACI Worldwide Inc	Randall Cox	402.778.2038

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.

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CONTROL COMMISSION

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.

☐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. List the training and/or experience (when and where)

Date:	Where:
1993-2010	I, James am the Current Owner/Operator of Margarita Magic, A Successful Small Business, working with customers, and Handling All Business Aspects/Laws of a Small Business,

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.

Signature of Manager Applicant

Signature of Spouse

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this 2-9-10 by

Notary Public signature

Affix Seal Here

GENERAL NOTARY - State of Nebraska
GINGER GUILFOYLE
My Comm. Exp. Aug. 15, 2011

County of Douglas

The foregoing instrument was acknowledged before me this 2-9-10 by

Notary Public signature

Affix Seal Here

GENERAL NOTARY - State of Nebraska
GINGER GUILFOYLE
My Comm. Exp. Aug. 15, 2011

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

Douglas County Election Commission

225 North 115th Street • Omaha, Nebraska 68154

DAVE PHIPPS, ELECTION COMMISSIONER

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FEB 11 2010
NEBRASKA LIQUOR
CONTROL COMMISSION

STATE OF NEBRASKA
COUNTY OF DOUGLAS } SS

I, DAVE PHIPPS, Election Commissioner of Douglas County, Nebraska, do certify that James N Dropinski now residing at 4655 Arbor Street, Omaha, Nebraska 68106 registered for voting in this office on October 10, 19880 stating under oath that he was born in Omaha, Nebraska and giving his birth date as August 11, 1959.

In testimony whereof, I have hereunto set my hand and caused to be affixed hereto, the seal of this office, in the City of Omaha, County of Douglas, State of Nebraska, this 8th day of F, 2010.

DAVE PHIPPS
Election Commissioner of
Douglas County, Nebraska

(Seal)

By Mary Lawrence
Deputy

Douglas County Election Commission

225 North 115th Street • Omaha, Nebraska 68114

DAVE PHIPPS, ELECTION COMMISSIONER

RECEIVED
FEB 11 2010
NEBRASKA LIQUOR
CONTROL COMMISSION

STATE OF NEBRASKA
COUNTY OF DOUGLAS } SS

I, DAVE PHIPPS, Election Commissioner of Douglas County, Nebraska, do certify that Donna C. Dropinski now residing at 4655 Arbor Street, Omaha, Nebraska 68106 registered for voting in this office on October 10, 1980 stating under oath that she was born in Omaha, Nebraska and giving her birth date as October 4, 1959.

In testimony whereof, I have hereunto set my hand and caused to be affixed hereto, the seal of this office, in the City of Omaha, County of Douglas, State of Nebraska, this 8th day of February, 2010.

DAVE PHIPPS
Election Commissioner of
Douglas County, Nebraska

(Seal)

By Mary Lawrence
Deputy

Official Nebraska Government Website

Home Â» Corporation and Business Entity Searches

Thu Feb 11 16:06:10 2010

For Letters of Good Standing ($6.50), Certificates of Good Standing ($10.00), and/or images ($0.45 per page) of documents filed with the Secretary of State please click the corresponding service below:

NEW SEARCH
Back to Search Results

Pay Services:
Online Images of Filed Documents | Good Standing Documents

Entity Name	SOS Account Number
JDJND, INC.	1641822

Principal Office Address	Registered Agent and Office Address
4655 ARBOR STREET OMAHA, NE	JAMES N. DROPINSKI 4655 ARBOR STREET OMAHA, NE 681060000

Nature of Business	Entity Type	Date Filed	Account Status
CATERING / RENTAL	Domestic Corp	May 26 1998	Active

Corporation Position	Name	Address
President	JAMES N DROPINSKI	4655 ARBOR STREET OMAHA, NE 68106
Secretary	DONNA C DROPINSKI	4655 ARBOR STREET OMAHA, NE 68106
Treasurer	JAMES N DROPINSKI	4655 ARBOR STREET OMAHA, NE 68106
Director	JAMES N DROPINSKI	4655 ARBOR STREET OMAHA, NE 68106
Director	DONNA C DROPINSKI	4655 ARBOR STREET OMAHA, NE 68106
Director	NICHOLAS J DROPINSKI	4655 ARBOR STREET OMAHA, NE 68106
Director	DAVID D DROPINSKI	4655 ARBOR STREET OMAHA, NE 68106
Director	JAMES M DROPINSKI	316 W HALSEY MARYVILLE, MO 64468

Pay Services:

Click on the pay service items you wish to view. Your Nebraska Online account will be charged the indicated amount for each item you view.

- Images of Filed Documents

If an item is a link, the document may be retrieved online, otherwise you must contact the Secretary of State's office to obtain a copy of the document.

Code	Trans	Date	Price
AP	Articles Perpetual	May 26 1998	$1.80 = 4 page(s) @ $0.45 per page
TR	Tax Return	Apr 01 1999	$0.90 = 2 page(s) @ $0.45 per page
TR	Tax Return	Feb 14 2000	$0.90 = 2 page(s) @ $0.45 per page
TR	Tax Return	Jan 31 2001	$0.90 = 2 page(s) @ $0.45 per page
TR	Tax Return	Feb 08 2002	$0.90 = 2 page(s) @ $0.45 per page
TR	Tax Return	Mar 02 2003	$0.90 = 2 page(s) @ $0.45 per page
TR	Tax Return	Jan 30 2004	$0.90 = 2 page(s) @ $0.45 per page
TR	Tax Return	Apr 05 2006	$0.90 = 2 page(s) @ $0.45 per page
TR	Tax Return	Jan 24 2008	$0.90 = 2 page(s) @ $0.45 per page
TR	Tax Return	Feb 10 2010	

- Letter of Good Standing

I require a Letter of Good Standing for this Corporation. - This is an online/electronic Letter of Good Standing which is immediately available for viewing or printing and will be charged to your Nebraska.gov account. $6.50

View/Update Letters of Good Standing addressee information

- Certificate of Good Standing

Click here to order a Certificate of Good Standing which contains the State Seal and signature of the Secretary of State. The certificates are mailed from the Secretary of State's office within 2-3 business days. $10.00

Click Here to view FAQ for explanation for requesting a Letter of Good Standing available online or Certificate of Good Standing available from Secretary of State's office.

Back to Top

For Help/Information about Images, please view the FAQ. Thank you!

If you cannot find the entity you are looking for, contact the Business Division at (402) 471-4079.

For technical difficulties/assistance please call Nebraska.gov: 1-800-747-8177

Page 1

1641822

MAY 26 1998

STATE OF NEBRASKA
SECRETARY'S OFFICE
Received filed and recorded on
film roll no. 98-12
at page 523
Scott Moore 9535.00
Secretary of State
By CH 80 Wpd 1105Am

ARTICLES OF INCORPORATION

OF

JDJND, INC.

We the undersigned incorporators being natural persons of the age of majority, for the purpose of forming a corporation under the Nebraska Business Corporation Act, hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE. NAME

The name of the corporation is JDJND, INC.

ARTICLE TWO. DURATION

The duration of the corporation is perpetual.

ARTICLE THREE. PURPOSE

The purpose of the corporation is as follows:

a) To transact any and all lawful business for which corporations may be incorporated under the Nebraska Business Corporation Act, as amended from time to time.

b) To carry on its business in the same manner and to the same extent as natural persons could do, in other states and in any part of the world, either alone or in conjunction with partnerships, limited partnerships, associations or corporations.

c) To do everything necessary, proper, advisable or convenient for the accomplishment of the purposes set forth above, and in addition, to do all other things incidental to or in connection with the above which are not forbidden by the laws of the State of Nebraska, or by these Articles of Incorporation.

523

Page 2

ARTICLE FOUR. CAPITAL STOCK

The corporation is authorized to issue one class of stock to be designated common stock. The aggregate number of shares that the corporation is authorized to issue is 10,000 shares of common stock at par value of one dollar ($1.00) each.

ARTICLE FIVE. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each director and officer of the corporation, now or hereafter serving in such capacity, shall be indemnified by the corporation against any and all claims and liabilities to which he has or shall become subject to by reason of serving or having served as such director or officer. The corporation shall reimburse each director or officer for all legal expenses reasonably incurred by him in connection with any such claim or liability, provided however that no person shall be indemnified against expenses incurred in connection with any claim or liability arising out of his own willful misconduct or gross negligence. The amount paid to any officer or director by way of indemnification shall not exceed his actual reasonable, and necessary expenses incurred in connection with the matter involved.

ARTICLE SIX. SHAREHOLDER PROPERTY

The private property of the shareholders shall not be subject to payment of Corporation debts but shall be exempt from liability therefor.

ARTICLE SEVEN. BYLAWS

The initial Bylaws of the Corporation shall be adopted by the shareholders. Thereafter, the Bylaws, unless otherwise provided under the Nebraska Business Corporation Act, may be adopted, amended or repealed either by the shareholders or by the Board of Directors at any regular or special meeting.

524

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CONTROL COMMISSION

ARTICLE EIGHT. PREEMPTIVE RIGHTS

Shareholders of the Corporation shall not have preemptive rights to acquire either unissued or Treasury shares of the Corporation.

ARTICLE NINE. DISTRIBUTIONS

The Board of Directors of the Corporation may, from time to time, distribute to the shareholders out of capital surplus of the corporation a portion of its assets, in cash or property, subject only to the limitations imposed by law.

ARTICLE TEN. INITIAL ORGANIZATION OF CORPORATION

Until the directors are elected, the incorporators shall have the direction of the affairs and the organization of the Corporation, and may take such steps as are proper to obtain the necessary subscriptions to stock and to perfect the organization of the Corporation, including calling the first meeting of shareholders for the election of directors.

ARTICLE ELEVEN. INITIAL REGISTERED OFFICER AND INITIAL REGISTERED AGENT

The address of the initial registered office of the corporation in the State of Nebraska is 4655 Arbor Street, Omaha, Nebraska, 68106, and the name of the initial registered agent at such address is James N. Dropinski.

525

Page 4

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NEBRASKA LIQUOR
CONTROL COMMISSION

ARTICLE TWELVE. NAME AND ADDRESS OF

INCORPORATOR

The names and addresses of the incorporators are as follows:

Gerard T. Forgét III JD, MBA, LLM
444 Regency Parkway Drive, Suite 102
Omaha, Nebraska 68114

In the witness whereof, these articles of incorporation have been signed in duplicate on this 2nd day of May, 1998.

Incorporator
Gerard T. Forgét III JD, MBA, LLM #20067
Attorney-at-Law
of The Forgét Firm
444 Regency Parkway Drive, Suite 102
Omaha, Nebraska 68114
(402) 391-2829

526

BUSINESS

ASSIGNMENT OF PURCHASE AGREEMENT

Comes now, James N. Dropinski, and assigns to JDJND, Inc., a Nebraska corporation, the Purchase Agreement between BRYCO, Inc. (as Seller) and James N. Dropinski (as Buyer), dated January 21, 2010, for the business known as SS Tobacco & Liquor, situated in the LaVista, Sarpy County, Nebraska, and any and all assets set forth in the purchase agreement of January 21, 2010.

Further, that all the covenants, conditions and agreements contained in the Purchase Agreement, dated January 21, 2010, shall bind and inure to the benefit of Buyer and Seller and their respective successors and assigns.

James N. Dropinski

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

Subscribed and sworn to before me, a Notary Public, on this 9 day of Feb, 2010.

GENERAL NOTARY - State of Nebraska
GINGER GUILFOYLE
My Comm. Exp. Aug. 15, 2011

Notary Public

CONSENT TO ASSIGNMENT

Seller hereby consents to the above assignment of the Purchase Agreement between BRYCO, Inc. (as Seller) and James N. Dropinski (as Buyer) dated January 21, 2010 to JDJND, Inc., a Nebraska corporation, on the express conditions, however, that said James N. Dropinski shall not be relieved of any obligation or liability thereunder, including the prompt payment and performance of the covenants on the part of the Buyer as herein mentioned and that any further assignment of said purchase agreement shall not be made without the written consent of the Seller first had thereto.

Dated this 9 day of Feb, 2010.

BRYCO, INC., *a Nebraska corporation*

By: _____

Title: President

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

Subscribed and sworn to before me, a Notary Public, on this 9 day of Feb, 2010.

GENERAL NOTARY - State of Nebraska
GINGER GUILFOYLE
My Comm. Exp. Aug. 15, 2011

Notary Public

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") dated as of the effective date of January 16, 2010, ("Effective Date") is made by and between Bryco, Incorporated (the "Seller") and James N. Dropinski, (the "Buyer").

RECITALS:

WHEREAS, the Seller owns and operates a business utilizing the trade name of "SS Tobacco & Liquor (the "Business"); and

WHEREAS, the Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer, certain assets of the Business on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereby agree as follows:

Section 1. Sale of Assets and Assumption of Liabilities.

1.1 Purchase and Sale of Assets. Subject to the conditions set forth below, at the Closing (as defined in Section 5), the Seller will sell and deliver to the Buyer, and the Buyer will purchase from the Seller, all of the Seller's right, title and interest in and to the Purchased Assets set forth on Exhibit "A" attached hereto.

1.2 Excluded Assets. Notwithstanding Section 1.1, the Purchased Assets will not include anything not listed in paragraph 1.1 and specifically but not limited to the following (collectively, the "Excluded Assets"):

(a) Seller's rights under this Agreement;

(b) Any rights under any insurance contracts maintained by the Seller to the extent related to the Excluded Liabilities;

(c) Any refund of any taxes or insurance premiums which have been paid by the Seller;

1.3 Assumption of Liabilities of Buyer. Subject to the conditions set forth below, at the Closing the Buyer will assume and become responsible for certain liabilities and obligations of the Seller arising from operation of the Business (the "Assumed Liabilities").

(a) Buyer to assume Seller's lease.

1.4 Assumption of Liabilities of Seller. Subject to the conditions set forth below, at the Closing the Seller will assume and become responsible for non of the liabilities of the Buyer arising from operation of the Business (the "Assumed Liabilities").

(a) Seller to assume no liability of the Buyer.

1.5 Excluded Liabilities. Except as specifically assumed pursuant to Section 1.3, the Seller will not assume or be responsible for any obligation or liability of the Buyer, and the Buyer will be responsible for all its obligations and liabilities, whether known or unknown, fixed or contingent, liquidated or unliquidated and secured or unsecured, whether arising prior to, at or subsequent to the closing, whether or not related to the Business and whether or not disclosed to the Seller (collectively, the "Excluded Liabilities").

1.6 Contingencies. This Agreement is subject to completion of each and every of the following contingencies:

a. Buyer's ability to secure a liquor license.

Section 2. Purchase Price.

2.1 Purchase Price. The aggregate consideration for the sale of the Purchased Assets to the Buyer (the "Purchase Price") will be Fifty One Thousand Dollars ($51,000.00).

2.2 Deposit. Buyer has paid a Ten Percent (10%) deposit of Five Thousand One Hundred Dollars ($5,100.00) to Seller to hold said premises until the Closing. Said deposit will be deducted from the total purchase price in the event the Closing occurs on or before April 1, 2010. Buyer agrees to forfeit said deposit in the event this Agreement does not close for any reason, except that the Buyer shall only forfeit Two Thousand Five Hundred Fifty Dollars ($2,550.00) if the reason for failing to close is that Buyer cannot qualify for a liquor license.

Section 3. Representations and Warranties of the Seller.

The seller represents and warrants to the Buyer as follows:

3.1 Title to Purchased Assets. The Seller has good and marketable title to the Purchased Assets, and will transfer good and marketable title in the Purchased Assets to the Buyer, in each case free and clear of all security interests, liens, charges, claims and other encumbrances of any kind (but subject, in the case of leased properties, to the rights of the other parties under the applicable leases.

3.2 Compliance with Law/Licenses. To Seller's knowledge, the Purchase Assets and the operation of the Business are in compliance in all material respects with all applicable laws, statutes, ordinances, rules, regulations, permits, licenses and authorizations including without limitation those concerning labor and employment. To Seller's knowledge, all of the permits, licenses and authorizations required to conduct the Business are included in the Purchase Assets. The Seller has not received any notice that any governmental authority intends to cancel, terminate or not renew any such permit, license or authorization.

3.3 Litigation and Orders. There is no action, suit, proceeding or investigation in any court or before any arbitrator or government agency or instrumentality pending or, to the knowledge of the Seller, threatened against or affecting any of the Purchased Assets.

3.4 Taxes. There are no liens for taxes upon any of the Purchased Assets, except liens arising by law for taxes not yet due and payable. There are no examinations in progress or claims against the Seller for taxes (including without limitation penalties and interest) for any period or periods and no notice of any claim for taxes, whether pending or threatened, has been received.

3.5 Warranty and Sales Return Claims. The Seller has not received any notice and is not otherwise aware of any claim by any customer or any other person or entity against the Seller based in any way on or related to any theory of product liability or any material defect or problem with respect to any of goods or services provided by the Seller at any time during the past three years.

3.6 Full Disclosure. No representation or warranty made by the Seller in this Agreement (including any Schedule or Exhibit hereto), any other Transaction Document or in any other document delivered in accordance with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein not misleading.

Section 4. Representations and Warranties of the Buyer.

Buyer represents warrants to Seller as follows:

4.1 No Conflicts. The execution, delivery and performance of this Agreement and the other Transaction Documents by the Buyer and the consummation of the transactions contemplated hereby (a) do not require the Buyer to file any notice with or obtain any consent, approval, authorization or exemption from any person or entity, including without limitation any government or governmental agency or instrumentality, (b) will not violate any writ, injunction, decree, order, judgment, law, statute, ordinance, rule or regulation and © will not constitute a default or breach under any agreement or commitment to which the Buyer is a party or by which it or any of its properties may be bound.

4.2 Full Disclosure. No representation or warranty made by the Buyer in this Agreement (including any Schedule or Exhibit hereto), any Transaction Document or in any document delivered in accordance with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein not misleading.

Section 5. Closing

5.1 Time and Place of Closing. The consummation of the purchase and sale of the Purchased Assets is called the "Closing". The Closing will take place at the offices of Angela L. Burmeister, Berkshire & Burmeister, 1010 South 120th Street Suite 220, Omaha, Nebraska 68154, or at such other place and on a date as the parties may agree, but no later than April 1, 2010.

5.2 Conditions Precedent to Closing. The obligations of the parties under this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions precedent, except to the extent any such condition is waived in writing by the party to be benefitted thereby:

(a) Full and complete performance and compliance with all of the terms, agreements, obligations, covenants and conditions required by this Agreement to be performed and complied with prior to or on the Closing Date;

(b) There is no material error, misstatement or omission in representations and warranties made herein;

(c) All documents required to be delivered at Closing pursuant to the Section 5 are in form and content acceptable to the parties to this Agreement, have been duly executed and are delivered in a timely fashion.

5.3 Deliveries by the Seller. At the Closing the Seller will deliver to the Buyer:

(a) A Bill of Sale and General Assignment in form and content acceptable to the parties hereto (the "Bill of Sale") transferring the Purchased Assets to the Buyer, free and clear of all liens, security interest, charges, claims and other encumbrances of any kind;

5.4 Deliveries by the Buyer. At the Closing the Buyer will deliver the following duly executed documents to the Seller (or the other person or entity identified below):

(a) A cashier's check in the amount of $45,900.00.

Section 6 Additional Agreements.

6.1 Turnover of Payments. In the event that the Buyer receives any payment or instrument of payment of any account receivable that constitutes an Excluded Asset, or any other payment or amount to which the Seller is entitled, the Buyer shall deliver the same promptly to the Seller (with endorsement if necessary but otherwise in the same form as received) and until so delivered hold the same in trust for the Seller's benefit and as the property of the Seller.

6.2 Cooperation. On and after the Closing, the Seller and the Buyer shall deliver or cause to be delivered to the other parties hereto such additional documents, releases, assignments and instruments as the other parties may reasonably request for the purpose of carrying out the purposes of this Agreement. The Seller will cooperate and use reasonable efforts to have the present officers, directors and employees of the Seller cooperate with the Buyer on and after the Closing in furnishing information, evidence, testimony and other assistance in connection with any filing obligations, actions, proceedings, arrangements or disputes of any nature with respect to matters pertaining to all periods prior to the date of Closing.

Section 7 Indemnification.

7.1 Survival. The representations, warranties and agreements made by the parties in the Agreement or the other Transaction Documents or any other document or certificate delivered pursuant to this Agreement or any Transaction Document will survive the Closing.

7.2 **Indemnification**.

(a) The Seller will indemnify, defend and hold harmless the Buyer from and against all liabilities, losses, claims, demands and damages (collectively "Claims") to the extent arising out of or related to (i) any Excluded Liabilities, or (ii) any breach of any representation, warranty or agreement made by the Seller in or pursuant to this Agreement of any of the other Transaction Documents.

(b) The Buyer will indemnify, defend and hold harmless the Seller from and against all liabilities, losses, claims, demands and damages (collectively "Claims") to the extent arising out of or related to (i) any Assumed Liabilities, or (ii) any breach of any representation, warranty or agreement made by the Buyer in or pursuant to this Agreement of any of the other Transaction Documents.

Section 8 Miscellaneous.

8.1 Expenses and Taxes. Except as otherwise stated herein and whether or not the transactions herein contemplated shall be consummated, the Buyer, and the Seller will each pay their own fees, expenses and disbursements incurred in connection with the subject matter of this Agreement, including all costs and expenses incurred in the performance and compliance with all conditions to be performed by each such party under this Agreement.

8.2 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) as of the date delivered if delivered personally, by courier or by courier service, or (b) three business days after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses:

To the Buyer, addressed below:
James N. Dropinski
4655 Arbor Street
Omaha, Nebraska 68106

If to the Seller, to:

Bryan Steffen
3405 Spruce St.
Omaha, NE 68147

or to such other address or number as any party hereto shall specify for itself by notice given pursuant to this section 8.2 from time to time; provided however, that notices of any change in address or number shall not be effective until receipt.

8.3 Severability. In the event that any of the provisions contained in this Agreement shall, for any reason, be declared or held to be unreasonable, unlawful, unenforceable or otherwise invalid in any respect, such term or provision shall be deemed modified to the extent necessary to make it enforceable, and in no event shall such declaration or holding affect the validity of any other provision of this Agreement, all of which provisions shall continue in effect in accordance with their terms.

8.4 Exercise of Rights and Remedies. No delay or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or if any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

8.5 Remedies Cumulative. No right, remedy or election given by any term of this Agreement shall be deemed exclusive but each shall be cumulative with all other rights, remedies and elections available at law or in equity.

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

8.7 Assignment, Binding Effect and Entire Agreement. This Agreement and the rights and obligations of the parties hereunder may not be assigned (except by operation of law) without the prior written consent of the other parties hereto and shall be binding upon and shall insure to the benefit of the parties hereto, the successors of the Buyer and the Seller, their heirs and legal representatives and any permitted assigns of the parties. This Agreement sets forth the entire agreement of the parties hereto concerning the subject matter of this Agreement. This Agreement may only be modified or amended by an agreement in writing executed by each of the parties hereto and any term of this Agreement may be waived only with the written consent of the party sought to be bound.

8.8 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their successors, heirs, personal representatives and permitted assigns, and no provision of this Agreement shall be deemed to confer upon other third parties any remedy, claim liability, reimbursement, cause of action or other right.

8.9 Counterparts. This Agreement may be executed in any number of counterparts or using separate signature pages. Each such executed counterpart and each counterpart to which such signature pages are attached will be deemed to be an original instrument, and all such counterparts together will constitute one and the same instrument.

8.10 Captions. The section headings in this Agreement are provided for convenience only and are not to be considered in the interpretation of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement in Omaha, Nebraska, the date and year first above written.

BY: _____ 1-21-10
BRYAN STEFFEN, President
BRYCO, INC.
SELLER

BY: _____ 1-21-10
JAMES N. DROPINSKI
BUYER

EXHIBIT "A"

PURCHASED ASSETS

The Purchase Assets will include the following:

(a) All inventories purchased by the Seller and are in transit to the Seller at the time of the Closing;

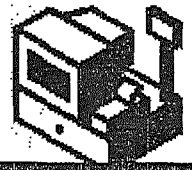
(b) All attachments and parts therefore, leasehold improvements, fixtures and supplies;

(c) All leasehold interests at the property with the address of 8052 South 84th Street, LaVista, Nebraska 68128.

(d) All rights against suppliers of inventory or other goods or services, including without limitation any express or implied warranties and any entitlement to volume or other discounts or rebates;

(e) List of fixtures:

1. 14 LOZIERS SHELVES
2. 7 CIG SHELFS
3. 1 ROYAL CASH REGISTER
4. 1 SHARP CASH REGISTER
5. 1 DEL POS SYSTEM WITH TOUCH SCREEN AND CARD SWIPER
6. 1 MICROSOFT POS SOFTWARE
7. 1 DELL COMPUTER BACK OFFICE TO TALK TO FRONT POS SYSTEM
8. 1 COMPAQ COMPUTER VIDEO SURVEILLANCE SYSTEM
9. 1 SURVEILLANCE SOFTWARE
10. 3 MISC ITEM RACKS
11. 1 SOLAIRE WINE RACK
12. 1 2 X 7 METAL BEER RACK
13. 1 2 X 4 METAL SHELF
14. 2 2 DOOR COOLERS
15. 6 X 13 WALK IN COOLER WITH 3 FRONT DOORS
16. 1 2 X 8 METAL SHELF
17. 1 COUNTER 30 INCH X 20 FEET
18. ALL SIGNAGE
19. 1 DESK
20. 1 LEXMARK ALL IN ONE WITH PHONE
21. 1 LEXMARK PRINTER
22. 2 FILE CABINETS
23. 1 SMALL HUMIDOR
24. 1 AGE VERIFICATION MACHINE
25. 2 OFFICE CHAIRS
26. 1 CORDLESS PHONE
27. 1 PHONE WITH DIGTAL ANSWER MACHINE



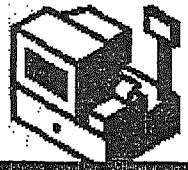
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Liquor)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Overall				**2241.00**	**0.00**			**182.00**	
Liquor				**2241.00**	**0.00**			**182.00**	
Liquor		082184090442	J Daniels Black Whisk...	0.00	0.00	1.00	1.00	1.00	
Liquor		083664853182	Frangelico Gift Set	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		820060	Smirnoff Tri Vodka	0.00	0.00	1.00	3.00	3.00	Sterling Dist
Liquor		084380315237	Boulaine Peach Schn...	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000736813	Smirnoff Pome 6PK	0.00	0.00	0.00	0.00	0.00	
Liquor		721733000944	Patron Silver 375	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080480231163	Dewar's 12 Gift Set	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		089540409962	Kahlua Wht Russian	0.00	0.00	2.00	6.00	6.00	NE Wine/Rep ...
Liquor		080432802663	Seagrams W Berry Co...	0.00	0.00	2.00	2.00	2.00	NE Wine/Rep ...
Liquor		089105316308	Whalers Dark Rum 75...	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080432101681	Seagrams Tahitian Su...	0.00	0.00	2.00	2.00	2.00	NE Wine/Rep ...
Liquor		835229000407	Absolut Vodka Liter	0.00	0.00	2.00	2.00	2.00	Republic Bever...
Liquor		835229008304	Absolute Rasp Vodka ...	10.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		087000202238	Crown Royal Sp Rese...	0.00	0.00	0.00	0.00	0.00	
Liquor		080432401231	Seagrams X-Dry Gin 7...	0.00	0.00	1.00	3.00	3.00	Republic Bever...
Liquor		080480283339	Grey Goose La Poire ...	0.00	0.00	0.00	0.00	0.00	
Liquor		087116014701	UV Vodka 50ml	0.00	0.00	0.00	0.00	0.00	
Liquor		084279975627	Tomatin 25yr Scotch 7...	1.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		087116069688	Bellvedere Vodka 750	4.00	0.00	0.00	2.00	0.00	
Liquor		720815910133	Cabo Wabo Tequila 750	0.00	0.00	1.00	2.00	2.00	NE Wine/Rep ...
Liquor		082000732143	Smirn Twist Grape 6Pk	0.00	0.00	1.00	2.00	2.00	NE Wine/Rep ...
Liquor		089540122229	Two Fingers Lime 750	2.00	0.00	1.00	2.00	0.00	Sterling Dist
Liquor		089540135328	Two Fingers Gold Teq...	0.00	0.00	1.00	2.00	2.00	Sterling Dist
Liquor		089540125251	Triple-Sec 750	0.00	0.00	2.00	2.00	2.00	
Liquor		853810	E&J VSOP Brandy 75...	0.00	0.00	1.00	3.00	3.00	Finocchiaro Wi...
Liquor		665203375012	Merrys Irish Cream 375	0.00	0.00	0.00	0.00	0.00	
Liquor		665203375029	Merrys Mint Choc Cre...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		086036205602	Chris Bros Holiday No...	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080480301026	BOMBAY SAPPHIRE...	0.00	0.00	0.00	0.00	0.00	
Liquor		011034420054	M&R Extra Dry Vermo...	8.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		086767500120	Goldschlager 50 ml	0.00	0.00	3.00	12.00	12.00	Sterling Dist
Liquor		087116014367	UV Apple 50 ml	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		087116014893	UV Lemonade 50 ml	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		089540333496	Beefeater Gin 750m	0.00	0.00	1.00	2.00	2.00	NE Wine/Rep ...



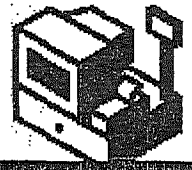
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Liquor)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Liquor		689768111090	Agavero 750 Gift Set	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		089540384191	Kahlua Mudslide	0.00	0.00	2.00	6.00	6.00	NE Wine/Rep ...
Liquor		086767701787	Baileys Mint Choc 750...	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		086036815702	Christian Bros Brandy ...	0.00	0.00	2.00	2.00	2.00	
Liquor		736040011064	HPNOTIQ 750	1.00	0.00	0.00	0.00	0.00	
Liquor		089540453927	Malibu Coconut 50ml	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080432103371	Wild Turkey Honey 50...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		083089560153	Grey Goose La' Orang...	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		089016007715	Shakka Kiwi 750	0.00	0.00	1.00	1.00	1.00	
Liquor		087116014381	UV Blue Vodka 50ml	0.00	0.00	0.00	0.00	0.00	
Liquor		082184082201	Jack Daniels Gift Set ...	0.00	0.00	0.00	0.00	0.00	
Liquor		084380314636	Boulaine Sloe Gin Lt	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		081128723347	Canadian Mist 50ml	0.00	0.00	0.00	0.00	0.00	
Liquor		080480026219	Bacardi Gold Rum 50ml	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		665203375043	Merrys Strawberry Cre...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		082000740018	Smirnoff Straw Ice 6Pk	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		873140	Capt Morgan Rum 50 ml	0.00	0.00	2.00	10.00	10.00	Sterling Dist
Liquor		665203375036	Merrys White Choc Cr...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		070655947210	Mr & Mrs T Daiq/Marg...	0.00	0.00	1.00	1.00	1.00	
Liquor		087116017757	Phillips Apricot Brandy...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		011034410055	M&R Vermouth 750ml	9.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		088004002206	Dr McGill Lemon Drop...	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		082000723851	Smirnoff Ice	0.00	0.00	1.00	2.00	2.00	
Liquor		084692204045	Alize Wild Pass Cogn...	5.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		087116014787	UV grape Vodka 50ml	1.00	0.00	0.00	0.00	0.00	
Liquor		088352124803	El Mayor Reposado 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		082000125259	Yukon Jack 750ml	4.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080480025403	Bacardi Gold Rum 75...	6.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080686183402	Pucker Berry Fusion 7...	9.00	0.00	0.00	0.00	0.00	
Liquor		080432400012	Seagrams Gin 50ml	0.00	0.00	3.00	10.00	10.00	Republic Bever...
Liquor		082000727514	Smirnoff Apple 6Pk	0.00	0.00	0.00	0.00	0.00	
Liquor		088893161008	Tomatin 12yr Scotch 7...	1.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		086767500069	Goldschlager 750 ml	6.00	0.00	1.00	3.00	0.00	Sterling Dist
Liquor		080480015206	Bacardi Light Rum 1.7...	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		088352124797	El Mayor Anejo 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080686319405	Dekuyper ButterShots...	0.00	0.00	0.00	0.00	0.00	



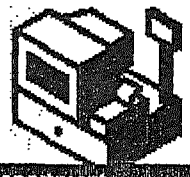
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Liquor)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Liquor		082000726081	Smirnoff Black 6Pk	0.00	0.00	0.00	0.00	0.00	
Liquor		681425014010	X Rated Fusion Liqueur	0.00	0.00	1.00	2.00	2.00	NE Wine/Rep ...
Liquor		089708003360	Maui Schnapps 750 ml	8.00	0.00	0.00	0.00	0.00	
Liquor		088110150501	Hennessy Cognac 50ml	13.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		050037014501	Disaronno 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		087116014541	UV Blue 375	1.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		087000201781	Capt Morgan Private ...	5.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		872710	Capt Morgan Rum 75...	0.00	0.00	1.00	3.00	3.00	Sterling Dist
Liquor		080432400340	Chivas Regal 50 ml	0.00	0.00	4.00	12.00	12.00	Sterling Dist
Liquor		086036100198	Christian Bros Brandy ...	0.00	0.00	3.00	10.00	10.00	Sterling Dist
Liquor		835229005150	Cruzan Guava Rum 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		074806019436	Dailys Margarita Pom ...	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		096749383306	Dubo Pepmnt Schnp ...	3.00	0.00	0.00	0.00	0.00	
Liquor		096749373413	DuBou Blue Curacao Lt	11.00	0.00	0.00	0.00	0.00	
Liquor		081128010621	Early Times Whisky 750	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480283360	Grey Goose La'Poire	12.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080480280055	Grey Goose Vodka 50...	12.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		083089570152	Grey Goose La'Citron ...	12.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		636191003409	Appleton Estate Jamic...	1.00	0.00	0.00	0.00	0.00	
Liquor		080480400668	Bacardi Coconut Rum ...	0.00	0.00	0.00	0.00	0.00	
Liquor		080480401030	Bacardi Big Apple Ru...	7.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480055400	BACARDI SELECT 750	11.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080686001904	Jim Beam 50ml	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		089540493411	Kahula French Van 50...	2.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		082000741183	Parrot Bay Mojito 6Pk	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		721733000227	Patron Tequila Repos...	6.00	0.00	0.00	1.00	0.00	Sterling Dist
Liquor		080432401224	Seagrams Gin 375	16.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		877650	Seagrams 7 whiskey ...	0.00	0.00	2.00	2.00	2.00	Sterling Dist
Liquor		877370	Seagram's VO 750 ml	4.00	0.00	0.00	3.00	0.00	Sterling Dist
Liquor		082000727545	Smirn Twist Rasp 6Pk	0.00	0.00	1.00	2.00	2.00	Republic Bever...
Liquor		082000732860	Smirnoff Lime Vodka	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000737292	Smirnoff Mojito Vodka ...	9.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		085592121067	Tequila Rose 375	8.00	0.00	1.00	1.00	0.00	Sterling Dist
Liquor		087116014626	UV Greenapple 375	6.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		080432400814	Martel Cognac 750	0.00	0.00	1.00	1.00	1.00	Republic Bever...
Liquor		080432400265	Martel Gift Set	2.00	0.00	0.00	0.00	0.00	Republic Bever...



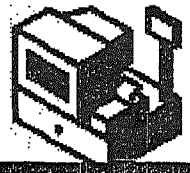
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Liquor)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Liquor		096749960316	O' Mara's Irish Cream	0.00	0.00	0.00	0.00	0.00	
Liquor		080686001607	Jim Beam Bourbon 37...	24.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080480402075	Bacardi Peach Red 50...	2.00	0.00	0.00	0.00	0.00	
Liquor		080480400361	Bacardi Razz Rum 50ml	16.00	0.00	0.00	0.00	0.00	
Liquor		080686398400	Pucker Raspberry 750	11.00	0.00	0.00	0.00	0.00	
Liquor		080686394402	Pucker Cherry 750	10.00	0.00	0.00	0.00	0.00	
Liquor		080686395409	Pucker Sour Apple 750	7.00	0.00	0.00	0.00	0.00	
Liquor		636191002402	Appleton Estate 12 yr ...	1.00	0.00	0.00	0.00	0.00	
Liquor		080480025205	Bacardi Dark 175	1.00	0.00	0.00	0.00	0.00	
Liquor		088352124810	El Mayor Blanco 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080686373407	Hot Damn 750 ML	7.00	0.00	0.00	0.00	0.00	
Liquor		096749382408	DuBo Peach Schnps ltr	3.00	0.00	0.00	0.00	0.00	
Liquor		089000018758	Chi Chi Margarita Mix ...	4.00	0.00	2.00	2.00	0.00	NE Wine/Rep ...
Liquor		088110931032	Grand Marnier 750	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		835229000308	Absolute Vodka 750	3.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		086767701763	Baileys Irish Caramel...	2.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		096749326709	Whalers Vanille Rum ...	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		087116014510	UV Cherry 375	6.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		089540423241	Kahlua White Russian...	2.00	0.00	0.00	0.00	0.00	
Liquor		080686500605	Windsor Canadian 375	24.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		074806184400	Dailys Pina Colada	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		721059221009	1800 Tequila Liter	3.00	0.00	1.00	1.00	0.00	
Liquor		084692201143	Alize Red Passion 750...	11.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		088110011307	Johnnie Walker Blk 7...	4.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080480355401	Bacardi Limon Rum750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480400330	Bacardi Razz Rum 75...	6.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480095604	Bacardi 151 375	16.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080480095703	Bacardi 151 200	43.00	0.00	1.00	1.00	0.00	NE Wine/Rep ...
Liquor		080480400354	Bacardi Razz Rum 200	35.00	0.00	0.00	2.00	0.00	Republic Bever...
Liquor		080480401566	Bacardi Grand Melon ...	48.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		080480280048	Grey Goose Vodka 20...	2.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		083089500005	Barenjager Honey Liq...	8.00	0.00	0.00	0.00	0.00	
Liquor		083664107360	Glenfiddich Scotch S...	5.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480401061	Bacardi Big Apple Ru...	4.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		084692206148	Alize Bleu 750 ml	9.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		088076168985	Bushmills Irish Whisk...	8.00	0.00	0.00	0.00	0.00	



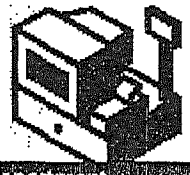
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

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Department	Category	Item Lookup Code	Description	On Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Liquor		877250	Crown Royal Blended ...	5.00	0.00	1.00	1.00	0.00	
Liquor		080432555170	Wild Turkey Bourbon ...	13.00	0.00	1.00	3.00	0.00	Sterling Dist
Liquor		080432555149	Wild Turkey 375	6.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080432555101	Wild Turkey 50 ml	2.00	0.00	3.00	10.00	8.00	Sterling Dist
Liquor		083664371389	FRANGELICO 375.	1.00	0.00	0.00	0.00	0.00	
Liquor		080480280024	Grey Goose Vodka 750	7.00	0.00	0.00	0.00	0.00	
Liquor		089000019182	Chi Chi Strw Margarita...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		089000500307	ChiChi Pina Colada 1....	2.00	0.00	2.00	2.00	0.00	NE Wine/Rep ...
Liquor		083089800006	Tommy Bahama Whit..	3.00	0.00	0.00	0.00	0.00	
Liquor		083089801003	Tommy Bahama Gold ...	3.00	0.00	0.00	0.00	0.00	
Liquor		082000743736	Jose Cuervo Silver 750	11.00	0.00	0.00	0.00	0.00	
Liquor		083960725787	Jose Cuervo Black 750	9.00	0.00	0.00	0.00	0.00	
Liquor		082000192985	Jose Cuervo 175	4.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000730361	Jose Cuervo Gold Mar...	4.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080480401573	Bacardi Gandmelon 5...	58.00	0.00	0.00	0.00	0.00	
Liquor		096749388424	DuBo Butter Ssnps Ltr	6.00	0.00	0.00	0.00	0.00	
Liquor		085592121043	Tequila Rose 750	3.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		721059007504	Skyy Vodka 750	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		082000740186	Smirnoff Pom Martini ...	7.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082184000052	Jack Daniels Whiskey...	0.00	0.00	0.00	0.00	0.00	
Liquor		082000740094	Smirnoff Lt 6Pk	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		083664868735	Sailor Jerry Rum 175	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		877350	Seagram's 7 Wiskey 2...	28.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		080686034407	Jim Beam Black 750	6.00	0.00	0.00	0.00	0.00	
Liquor		080480015459	Bacardi Rum Lt 750m ...	21.00	0.00	1.00	1.00	0.00	Republic Bever...
Liquor		089540129525	HW Creme Strawberry...	4.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		820100	Smirnoff No57 750ml	10.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		087116014442	UV Cherry 750	13.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		871990	Crown Royal 50 ml	0.00	0.00	2.00	6.00	6.00	Sterling Dist
Liquor		086767520227	Rumple Minze 50ml	-3.00	0.00	0.00	16.00	19.00	Sterling Dist
Liquor		089000114900	Barton Vodka 50ml	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080686821052	Canadian Club 750m	2.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		854130	E&J VS Brandy 750	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		082000729341	Smirnoff Stberry Vodk...	12.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		088004146689	Dr McGill Fireball 750	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		096749021642	Evan Williams Bour W...	14.00	0.00	2.00	2.00	0.00	



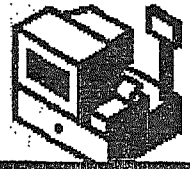
S S Tobacco/Liquor

Item Quantity List

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Department	Category	Item Lookup Code	Description	On Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Liquor		082000741985	Captain Morgan 100 ...	4.00	0.00	0.00	0.00	0.00	
Liquor		087116013025	Hot 100 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		627040411414	Crystal Head Vodka 750	0.00	0.00	0.00	0.00	0.00	
Liquor		088110985080	J&B SCOTCH 375ML	11.00	0.00	0.00	0.00	0.00	
Liquor		084380422980	Pravda 375	11.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		087116014831	UV Grape 375	6.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Liquor		082000192954	Jose Cuervo 200	43.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		080660411071	Barton Gin 375ml	12.00	0.00	1.00	1.00	0.00	Republic Bever...
Liquor		096749021543	Evan Williams Bour W...	9.00	0.00	2.00	2.00	0.00	
Liquor		080480015602	Bacardi Superior Rum ...	17.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		086767702272	Baileys Irish Cream C...	3.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		087000201156	Captain Morgan 175	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		096749373307	Dubo Blackberry Bran...	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		877600	Crown Royal Canadia...	0.00	0.00	2.00	2.00	2.00	
Liquor		080480302023	Drambuie 750ml	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		086767702241	Baileys Irish Cream C...	16.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080480280000	Grey Goose 1.75 Lt	3.00	0.00	0.00	0.00	0.00	
Liquor		082184087008	J D Single Barrel 750m	4.00	0.00	1.00	1.00	0.00	Republic Bever...
Liquor		080432400395	Chivas Regal Scotch ...	0.00	0.00	1.00	3.00	3.00	Sterling Dist
Liquor		021893789124	Lemoncillo 750 ML	1.00	0.00	0.00	0.00	0.00	
Liquor		084380422249	Pravda Vodka Gift 750	9.00	0.00	0.00	0.00	0.00	
Liquor		689768111007	Agavero Tequila 750ml	4.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		088110021306	Johnnie Walker Red ...	6.00	0.00	1.00	3.00	0.00	Sterling Dist
Liquor		080480025700	Bacardi Gold 200	35.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		083664869534	Galliano 750m	7.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		089540416373	Kahlua Mudslide 1.75	0.00	0.00	0.00	0.00	0.00	
Liquor		080915035700	Bols Creme De Cacao...	3.00	0.00	0.00	0.00	0.00	
Liquor		088110931049	Grand Marnier 375	20.00	0.00	0.00	2.00	0.00	Sterling Dist
Liquor		086036815672	Christian Bros Brandy ...	5.00	0.00	2.00	2.00	0.00	
Liquor		736040012856	Hpnotiq 375	3.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080686097402	Leroux Black Berry Br...	3.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		089540504605	Kahlua Mocha 50ml	4.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		089540493305	Malibu Trp Banana 50ml	2.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		088544000014	Souther Comfort 100 ...	0.00	0.00	0.00	0.00	0.00	
Liquor		089540122748	Kahlua 50ml	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080686500209	Windsor Canadian Ble...	5.00	0.00	1.00	1.00	0.00	NE Wine/Rep ...



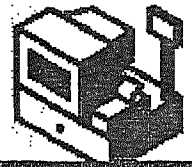
S S Tobacco/Liquor

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Liquor		088352100036	Everclear Grain Alcoh...	7.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080432555125	Wild Turkey 200ml	3.00	0.00	0.00	2.00	0.00	
Liquor		085592104589	McCormick Vodka 50ml	0.00	0.00	3.00	10.00	10.00	Sterling Dist
Liquor		825680	Jose Cuervo Especial ...	7.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		074806184608	Dailys Pom Acai Marg...	5.00	0.00	0.00	0.00	0.00	
Liquor		074806184509	Dailys Paech Daiq	20.00	0.00	0.00	0.00	0.00	
Liquor		080915039180	Bols Triple Sec 750	9.00	0.00	0.00	0.00	0.00	
Liquor		721733000234	Patron Tequila Silver 5...	5.00	0.00	0.00	1.00	0.00	Sterling Dist
Liquor		087116014480	UV Blue Vodka 750m	8.00	0.00	1.00	1.00	0.00	Republic Bever...
Liquor		089540448992	Malibu Coconut Rum ...	7.00	0.00	0.00	0.00	0.00	
Liquor		082000193012	Jose Cuervo Gold 375	4.00	0.00	2.00	2.00	0.00	
Liquor		080480301149	Bombay Sapphire Dry ...	0.00	0.00	2.00	2.00	2.00	Republic Bever...
Liquor		872770	Capt Morgan Rum 375	5.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		084380425042	Hot Sex	12.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		083089524001	Jagermeifter 750ml	9.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		083089660358	Jagermeister 375ml	19.00	0.00	0.00	4.00	0.00	Republic Bever...
Liquor		082000192886	Jose Cuervo 750	5.00	0.00	1.00	2.00	0.00	Sterling Dist
Liquor		080432106075	Wild Turkey /Flask 750	5.00	0.00	0.00	0.00	0.00	
Liquor		088110110307	Tanqueray Gin 750m	2.00	0.00	1.00	3.00	0.00	Sterling Dist
Liquor		088004144548	Dr Mc Gill Vanilla Liqu...	12.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480015404	Bacardi Superior Rum ...	7.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		825610	Smirnoff Vodka 375	10.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		080686500407	Windsor Canadian 750	9.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		085592118647	McCormick Vodka Tra...	12.00	0.00	0.00	0.00	0.00	
Liquor		085676101053	Skol Vodka 50ml	0.00	0.00	0.00	1.00	1.00	Republic Bever...
Liquor		080686500704	Windsor Canadian 200	20.00	0.00	2.00	2.00	0.00	NE Wine/Rep ...
Liquor		086767520098	Rumple Minze 375 ml	9.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		088544019054	Southern Comfort 750	11.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		074806184301	Dailys Mojito	14.00	0.00	0.00	0.00	0.00	
Liquor		085246139431	Makers Mark Ken Whi...	0.00	0.00	1.00	1.00	1.00	Republic Bever...
Liquor		689768116002	Agavero Tequila 50	10.00	0.00	0.00	0.00	0.00	
Liquor		088110150624	Hennessy Cognac 375	21.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		080480015701	Bacardi Superior 200	19.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		080480356200	Bacardi Limon Rum 5...	-1.00	0.00	0.00	0.00	1.00	
Liquor		877270	Crown Royal Wiskey ...	5.00	0.00	0.00	2.00	0.00	
Liquor		087000202214	Parrot Bay Coconut	7.00	0.00	1.00	3.00	0.00	Sterling Dist



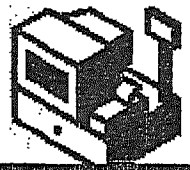
S S Tobacco/Liquor

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Liquor		088110985042	J&B SCOTCH 750ML	11.00	0.00	0.00	0.00	0.00	
Liquor		082000001041	Smirnoff Green Apple ...	14.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000001171	Smirnoff WaterMln Tw...	6.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000001225	Smirnoff Cranberry Vo...	9.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000003861	Smirnoff Orange 750	11.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000003915	Smirnoff Citrus Vodka	5.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082000003960	Smirnoff Raspberry V...	8.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		087000505032	Parrot Bay Mango	10.00	0.00	1.00	3.00	0.00	Sterling Dist
Liquor		087000505063	Parrot Bay Pineapple	12.00	0.00	1.00	3.00	0.00	Sterling Dist
Liquor		087000506947	Parrot Bay Passion Fruit	13.00	0.00	1.00	3.00	0.00	Sterling Dist
Liquor		088110110109	Tanqueray Gin 200	47.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		088110110604	Tanqueray Gin 375	24.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		088076168640	Tanqueray Rangpur G...	7.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		085592104510	McCormick Vodka 1.75	3.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080660472614	Barton Vodka 175ml	3.00	0.00	1.00	2.00	0.00	Republic Bever...
Liquor		082000004011	Smirnoff Vanilla 750ml	8.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		083664864461	Sailor Jerry Nay Rum ...	21.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		871930	Capt Morgan Traveler ...	10.00	0.00	1.00	1.00	0.00	Sterling Dist
Liquor		089540493442	Kahlua Hazelnut 50ml	7.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080432401217	Seagrams X-Dry Gin ...	40.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		081128000028	Early Times Whiskey 50	9.00	0.00	0.00	0.00	0.00	
Liquor		088004148225	Dr McGill Cherry Schn...	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		086767500090	Goldschlager 375 ml	7.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		050037014549	Disaronno Amaretto 50	17.00	0.00	0.00	0.00	0.00	
Liquor		080660472089	Barton Vodka 200	46.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		074806019429	Dailys Cosmo Btl	16.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		082844001535	N Y Long Island Ice T...	3.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		085592104572	McCormick Vodka 20...	45.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		083664869619	Sailor Jerry Rum 50	0.00	0.00	0.00	0.00	0.00	
Liquor		080686500438	Windsor Canadian 75...	10.00	0.00	1.00	1.00	0.00	NE Wine/Rep ...
Liquor		820080	Smirnoff Vodka 200	28.00	0.00	2.00	2.00	0.00	
Liquor		087000700604	Crown Royal 1.75 Lt	1.00	0.00	0.00	0.00	0.00	
Liquor		081128023188	Canadian Mist 750	11.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080686001409	Jim Beam Bourbon 75...	10.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080480025601	Bacardi Gold 375	20.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		721733000029	Patron Silver 750	5.00	0.00	0.00	1.00	0.00	Sterling Dist



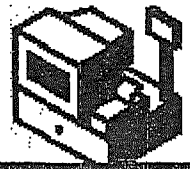
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Liquor)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Liquor		721733000012	Patron Anejo 750	9.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		721733000159	Patron Reposado 750	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		086767210067	Baileys Irish Cream Or...	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		088544019160	Southern Comfort 200ml	21.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		082928114151	Barton Vodka 750	3.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080686001706	Jim Beam Bourbon 20...	10.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		074806184103	Dailys Margarita	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		074806184202	Dailys Straw Daiquiri	23.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		084380422546	Pravda 750 & Jam Gift...	3.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		084380422041	Pravda Vodka 750	5.00	0.00	0.00	0.00	0.00	
Liquor		084380422072	Pravda Vodka 50 ml	37.00	0.00	0.00	0.00	0.00	
Liquor		088110150525	Hennessy Cognac 200	6.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		080686042402	Kessler Am Whiskey ...	-5.00	0.00	1.00	2.00	7.00	Republic Bever...
Liquor		083089660105	Jagermeifter 50ml	7.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080660472072	Barton Vodka 375	12.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		080480016210	Bacardi Superior 50ml	6.00	0.00	0.00	0.00	0.00	
Liquor		872730	Capt Morgan Rum 200	7.00	0.00	2.00	2.00	0.00	
Liquor		085592104565	McCormick Vodka 375	36.00	0.00	2.00	2.00	0.00	Sterling Dist
Liquor		721733000968	Patron Anejo 375	3.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		089540122717	Kahlua Liqeur 750m	13.00	0.00	1.00	2.00	0.00	NE Wine/Rep ...
Liquor		082184090503	Jack Daniels 375m	24.00	0.00	0.00	2.00	0.00	Republic Bever...
Liquor		082184090466	Jack Daniels 750m	12.00	0.00	1.00	1.00	0.00	Republic Bever...
Liquor		082184090527	Jack Daniels 200	48.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		088004144043	Dr McGill Mentholmint...	12.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		08800400202	Dr McGillicuddys Blk L...	2.00	0.00	0.00	0.00	0.00	
Liquor		088352111704	Canadian Springs Whi...	7.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		088352119380	Canadian Springs Tra...	15.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		088352117942	Rebel Yell Wiskey 750	12.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		820420	Popov Vodka	2.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		096749180097	Amarito Amaretto 750	12.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		829500	Smirnoff Vodka 750 Tr...	12.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		080660411088	Barton Gin 200ml	22.00	0.00	2.00	2.00	0.00	Republic Bever...
Liquor		721733000371	Patron Xo Cafe 375	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		089540333472	BEEFEATER GIN 1.75	2.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		089540484198	Beefeater Gift Set	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		087000507883	Parrot Bay Wave Run...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...



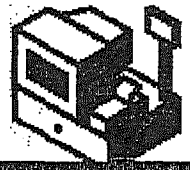
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Liquor)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Liquor		736040011088	Hpnotiq Gift Set	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		087116014435	UV Cherry Vodka Liter	0.00	0.00	0.00	0.00	0.00	
Liquor		08043210 0875	Seagram Colada 4 pk	0.00	0.00	2.00	2.00	2.00	NE Wine/Rep ...
Liquor		087000507821	Parrot Bay Matava Blu...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		721059227506	1800 Tequila 750m	0.00	0.00	1.00	2.00	2.00	NE Wine/Rep ...
Liquor		087116014473	UV Blue Vodka Liter	0.00	0.00	2.00	2.00	2.00	
Liquor		853820	E&J VSOP Brandy 1L	0.00	0.00	1.00	3.00	3.00	Finocchiaro Wi...
Liquor		087000507852	Parrott BaySunset Sur...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Liquor		080432400180	Chivas Regal Gift Set ...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		096749318506	Whalers Coconut Ru...	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		721733000951	Patron Reposado 375	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		096749333028	Whalers Banana Rum...	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		721733000210	Patron Tequila Anejo ...	0.00	0.00	0.00	1.00	1.00	Sterling Dist
Liquor		744607069205	El Jimador Gift Set	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480401542	Bacardi Grandmelon 7...	4.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		824720	Smirnoff Vodka 50 ml	0.00	0.00	0.00	0.00	0.00	Sterling Dist
Liquor		086767210098	Baileys Irish Cream 375	0.00	0.00	2.00	2.00	2.00	Sterling Dist
Liquor		084692200948	Alize Gold Pass Cogn...	11.00	0.00	0.00	0.00	0.00	Republic Bever...
Liquor		080480400057	Bacardi Orange Rum ...	0.00	0.00	0.00	0.00	0.00	
Liquor		080432802281	Seagram Fuzzy Navel ...	0.00	0.00	2.00	2.00	2.00	NE Wine/Rep ...



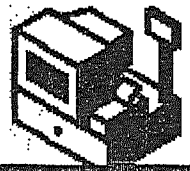
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Wine)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Overall				**288.00**	**0.00**			**38.00**	
Wine				**288.00**	**0.00**			**38.00**	
Wine		080720000108	Glen Ellen White Zinfa...	0.00	0.00	1.00	1.00	1.00	Republic Bever...
Wine		08832010044	Tosti Asti 750	1.00	0.00	0.00	0.00	0.00	Sterling Dist
Wine		850262	Sutter Home Chardon...	0.00	0.00	1.00	1.00	1.00	NE Wine/Rep ...
Wine		082100179022	Arbor Mist Wht Zin E...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Wine		085000014226	Black Swan Riesling	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		855120	Boones Farm Sangria ...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		097921371104	Rombauer Merlot 750	5.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		850062	Sutter Home Chardon...	0.00	0.00	0.00	0.00	0.00	
Wine		089121850022	Ariel Cabernet Sauvig...	5.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		084279975443	Beviamo Moscato 750	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		080720000016	Glen Ellen Chardonnay	0.00	0.00	1.00	1.00	1.00	Republic Bever...
Wine		790559004269	Domains Vouvray 750ml	2.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		850092	Sutter Home White Zi...	0.00	0.00	0.00	0.00	0.00	
Wine		089819008728	Beringer Merlot	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		667219000100	Goiya Cabernet	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		667219000063	Goiya Chardonnay 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		082734316145	Walnut Crest Chardon...	1.00	0.00	1.00	1.00	0.00	NE Wine/Rep ...
Wine		876153000651	Zonin Asti	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Wine		089819006526	Beringer White Zinfan...	0.00	0.00	2.00	2.00	2.00	Republic Bever...
Wine		833302000801	S/K/N Cab Sauvignon ...	1.00	0.00	0.00	0.00	0.00	
Wine		013022000125	Electra Orange Muscat	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		013022000262	Quady Electra Red M...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		130228	Essensia Orange Mus...	9.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		130229	Elysium Black Muscat ...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		085000014370	Bella Sera Pinor Noir ...	8.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		021296604277	Paul Masson Rose' W...	1.00	0.00	0.00	0.00	0.00	
Wine		089819113774	Beringer Pinot Grigio	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089819001972	Beringer Pinot Noir	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089819006038	Beringer Sauv Blanc 7...	1.00	0.00	0.00	0.00	0.00	
Wine		085000012093	Black Swan Chard Se...	4.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		603012001012	Peachy Canyon Red ...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		858280	Andre Spumante 750	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		021296602419	Paull Masson Madeira	11.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		850242	Sutter Home Merlot	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...



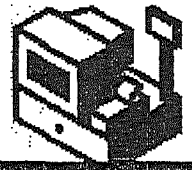
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Wine)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Wine		085200918744	Sutter Home White Zi...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Wine		082734317944	Walnut Crest Pinot Gri...	0.00	0.00	1.00	1.00	1.00	NE Wine/Rep ...
Wine		082734316046	Walnut Crest Cab Sau	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Wine		085000007570	Ballatore Gran Spuma...	2.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		857351000032	Serengeti Shiraz	2.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		085000012130	Black Swan Shiraz Ca...	4.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		088940000014	Taylor Port Wine 750	8.00	0.00	0.00	0.00	0.00	
Wine		085000249581	Mac Murray Pinot Noir...	4.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		082100113132	Marc James Merlot 750	1.00	0.00	0.00	0.00	0.00	
Wine		085200006007	Jargon Pinot Noir 750	7.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		088232002337	Vendage Chard 4 Pk	4.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		088232004058	Vendage Merlot 4 Pk	4.00	0.00	0.00	0.00	0.00	
Wine		739958984208	F Coppola Chardonna...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		739958974001	F Coppola Claret 750	3.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		739958064702	F Coppola Malbec 750	6.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		082734266549	Xplorador 750	11.00	0.00	0.00	0.00	0.00	
Wine		085000015216	Gallo TV Moscato 750	3.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		085200005758	Seaglass Sauvignon B...	11.00	0.00	0.00	0.00	0.00	
Wine		739958064801	F Coppola Cabernet S...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		739958974100	F Coppola Merlot 750	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		739958014509	F Coppola Pinot Noir 7...	4.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		099988071072	Folie a' Deux Chardon...	8.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		850692	Sutter Home Pinot Gri...	0.00	0.00	1.00	1.00	1.00	NE Wine/Rep ...
Wine		082100738137	Vendange Chardonna...	7.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		857830	Gallo Twn V White Zin...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		082100738182	Arbor Mist Peach Spar...	2.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		099988071058	Menage 'a Trois White...	12.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		850752	Sutter Home Red 750	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089121830024	Ariel Chardonnay 750	7.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		857351000025	Serengeti Pinotage 75...	1.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		084756103888	Len Kreusch Riesling ...	9.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		857480	Andre Extra Dry Cham...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		038075202302	Verdi Spumante 750	8.00	0.00	0.00	0.00	0.00	
Wine		011034503825	M&R Rose'	16.00	0.00	0.00	0.00	0.00	
Wine		038075205303	Verdi Sparkletini 750	3.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		082100109395	Marc James Cab Sau...	0.00	0.00	0.00	0.00	0.00	Republic Bever...



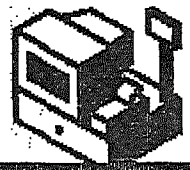
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Wine)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Wine		082100738199	Arbor Mist Raspberry ...	4.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		859775001237	Chocovine 750	11.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		850292	Sutter Home White Zi...	5.00	0.00	1.00	1.00	0.00	NE Wine/Rep ...
Wine		082100109425	Marc James White Zin...	9.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		084756101303	Len Kreusch Piesport...	8.00	0.00	0.00	0.00	0.00	
Wine		082100738144	Vendange White Zin Lt	3.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		011034500053	M&R Asti	15.00	0.00	0.00	0.00	0.00	
Wine		082100109449	Marc James Chard 750	2.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		084279973944	Starling Castle Rieslin...	1.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		080516055640	Movendo Moscato	0.00	0.00	0.00	0.00	0.00	
Wine		099988071096	Menage 'a Trois Red ...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		082734316244	Walnut Crest Sauvign...	1.00	0.00	1.00	1.00	0.00	NE Wine/Rep ...
Wine		086788001118	Red Flyer Red Table ...	11.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		082242923439	Irony Pinhot Noir 750	11.00	0.00	0.00	0.00	0.00	
Wine		085904814403	MD 20/20 Wine 750 ml	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		080720000504	Glen Ellen Merlot 750 m	0.00	0.00	1.00	1.00	1.00	Republic Bever...
Wine		031259008943	Yellowtail Shiraz	0.00	0.00	0.00	12.00	12.00	Sterling Dist
Wine		080720000023	Glen Ellen Cabernet S...	0.00	0.00	1.00	1.00	1.00	Republic Bever...
Wine		083804072459	Cribari Madeira	0.00	0.00	0.00	0.00	0.00	
Wine		031259008929	YellowTail Chardonnay	0.00	0.00	4.00	12.00	12.00	Sterling Dist
Wine		667219000094	Goiya Merlot	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		087754000159	Hogue White Riesling ...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		085000012116	Black Swan Shiraz & ...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		855610	Boones Farm Apple W...	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		089819006731	Beringer Old Vine Zinf...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		018341751109	Barefoot Merlot 750	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Wine		768675986110	King Estates Vin Glac...	6.00	0.00	0.00	0.00	0.00	
Wine		857351000049	Sergenti Cabernet	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089819001705	Beringer Cabernt Sau...	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089819028504	Beringer Chardonnay	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089819083947	Beringer Chenin Blanc	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089819090297	Beringer White Merlot	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		089819103553	Beringer Shiraz	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Wine		082100179237	Arbor Mist Merlot Blkb...	0.00	0.00	0.00	4.00	4.00	NE Wine/Rep ...
Wine		082734316749	Walnut Crest Shiraz	2.00	0.00	1.00	1.00	0.00	NE Wine/Rep ...
Wine		082100179039	Arbor Mist Wht Zin Str...	2.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...



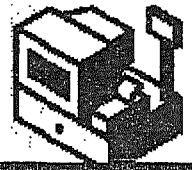
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Wine)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Wine		085200618743	Sutter Home Chardon...	0.00	0.00	0.00	0.00	0.00	NE Wine/Rep ...
Wine		082734316343	Walnut Crest Merlot 7...	0.00	0.00	1.00	1.00	1.00	NE Wine/Rep ...



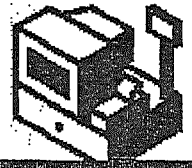
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Beer)

Department	Category	Item Look up Code	Description	On Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Overall				**354.00**	**0.00**			**128.00**	
Beer				**354.00**	**0.00**			**128.00**	
Beer		018200109867	Michelob Utra Amber ...	0.00	0.00	2.00	4.00	4.00	Lawless Dist (Q...
Beer		082184054338	J Daniels Downhome ...	0.00	0.00	2.00	2.00	2.00	Republic Bever...
Beer		082488130004	Becks Tap	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		080660956756	Corona Lt 12 - 12oz LN	0.00	0.00	2.00	2.00	2.00	Lawless Dist (Q...
Beer		083820567939	Red Stripe Jam Lager...	0.00	0.00	0.00	2.00	2.00	NE Wine/Rep ...
Beer		188632	Bud Chelada 4 Pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		034100173067	MGD 24-12oz cns	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		340161	Milwaukee Best Ice 6...	0.00	0.00	2.00	2.00	2.00	Miller Brands o...
Beer		184632	Bud Select Btl 22 oz	0.00	0.00	6.00	12.00	12.00	Lawless Dist (Q...
Beer		078250004574	Sparks Blue 16oz	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		071990300470	Coors Lt tap	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		022100475007	Pabst Blue Ribbon Lt ...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		072311630214	SOL CERVEZA 6 PA...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		072890001948	Heineken Lt Tap	2.00	0.00	0.00	0.00	0.00	
Beer		018200009785	Bud Ice 12pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		071990095321	Blue Moon Seasonal ...	0.00	0.00	1.00	2.00	2.00	Neb Dist (Pre...
Beer		072311132329	Sol' 32 oz	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		878403	Coors 6-Pk 8 oz	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		018200009877	Michelob Lager 6pk bo...	0.00	0.00	2.00	4.00	4.00	Lawless Dist (Q...
Beer		073360973017	Old Style Lt 24 - 12oz	0.00	0.00	1.00	1.00	1.00	Neb Dist (Pre...
Beer		072890001740	Heineken Tap	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		018200006142	Busch N/A 12oz 12Pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		635985006244	Mikes Hard Cranberry ...	3.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		188662	Bud Lt Chelada 4 Pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		072890001597	Heineken Lt 12 12oz Btl	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		180162	Bud 6pk 12oz cn	0.00	0.00	0.00	1.00	1.00	Lawless Dist (Q...
Beer		083820104011	Guinness Draught 6Pk	0.00	0.00	0.00	2.00	2.00	NE Wine/Rep ...
Beer		635985009818	Mikes Margarita	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071990100063	Coors 12 LN 6Pk	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		080660956411	Corona Extra Sinlgle 2...	4.00	0.00	6.00	12.00	8.00	Lawless Dist (Q...
Beer		754527001612	Fat Tire 12oz 12Pk cn	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Beer		018200159893	Bacardi Lemonade 6Pk	3.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		181062	Bud Light 6 pk 12 oz cn	3.00	0.00	0.00	4.00	0.00	
Beer		184612	Busch Light 40 oz Btl	0.00	0.00	6.00	12.00	12.00	Lawless Dist (Q...



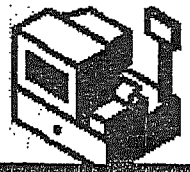
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Beer)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Beer		754527000226	Fat Tire Ale	0.00	0.00	0.00	0.00	0.00	Republic Bever...
Beer		034100073060	Mil Best Lt 24-12oz cns	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		034100313067	Mill Best 24-12oz cns	2.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		034100013417	Miller High Life 30-12o...	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		340091	Miller High Life 40oz Btl	2.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		341571	Milwaukee Best 6Pk 1...	0.00	0.00	0.00	2.00	2.00	Miller Brands o...
Beer		346571	Milwaukee Best Lt 6P...	0.00	0.00	0.00	2.00	2.00	Miller Brands o...
Beer		08834510050	NEW CASTLE BRO...	0.00	0.00	0.00	0.00	0.00	
Beer		052300009663	Old Milwaukee Lt 12oz...	3.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		073360113017	Old Style 24-12oz cans	0.00	0.00	1.00	1.00	1.00	Neb Dist (Pre...
Beer		071990480110	Keystone Lt 12oz 6Pk ...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071990477127	Keystone Ice 24 oz can	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		080660956152	Corona 12 - 12oz LN	2.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		078250004598	Sparks Single 16oz	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		343571	Miller Lt 6-16oz cans	4.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		072311630122	Dos Equis 6Pk	4.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		034100175054	MGD 6-12oz Btl	2.00	0.00	0.00	3.00	0.00	Neb Dist (Pre...
Beer		018200079863	BudSelect 12-12 oz LN	4.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		728904	Heineken 12oz 6Pk cn	2.00	0.00	0.00	0.00	0.00	
Beer		071990700027	Killians Irish Red 6Pk	0.00	0.00	0.00	0.00	0.00	
Beer		034100175092	MGD 12-12oz Btl	1.00	0.00	0.00	3.00	0.00	Neb Dist (Pre...
Beer		034100155094	MGD(64) 12oz 12Pk ...	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		034100348052	Miller Chill 6Pk Btl	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		071990470203	Keystone 12oz 30 Pk	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		087692100126	Sam Adams 6-12oz btl	4.00	0.00	2.00	2.00	0.00	Miller Brands o...
Beer		034100033415	Miller HighLife Lt 30-1...	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		635985000242	Mikes Hard Lem 24oz ...	2.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		181262	Budweiser 40 oz Btl	0.00	0.00	0.00	12.00	12.00	Lawless Dist (Q...
Beer		018200150302	Natural Light 30 pk case	4.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		080660954011	Coronita 7 oz LN	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		076420911196	Pyramid Ale 6Pk	0.00	0.00	0.00	0.00	0.00	Johnson Bros F...
Beer		071990000479	Coors 12oz 12 Pk	1.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		220741	Pabst Blue Ribbon 16...	1.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		018200089831	Bacardi Silver 6 Pk	4.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		071990770051	Coors N/A 6pk Btl	-1.00	0.00	0.00	0.00	1.00	Neb Dist (Pre...
Beer		018200966712	Bud Select 12oz 24cs	2.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...



S S Tobacco/Liquor

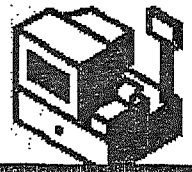
Item Quantity List

Generated On 1/20/2010

Filter:(Department = Beer)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Beer		034100015053	Miller HLife 6-12oz Lnk	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		034100575090	Miller Lt 12-12oz Lnk	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		082000747000	Smirnoff XBT 4 Pk	4.00	0.00	0.00	0.00	0.00	
Beer		018200008344	Budweiser 6pck Btl	6.00	0.00	2.00	4.00	0.00	Lawless Dist (Q...
Beer		034100498054	Leinenkugels 6 Pk	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		034100728052	Leinenkugel Seasonal ...	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		348801	Ice House 24oz	17.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		824886	Becks 24 oz bottle	3.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		094877	Heinken 24oz bottles	9.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		080660959351	St Pauli Girl 6-12oz B...	1.00	0.00	0.00	2.00	0.00	Neb Dist (Pre...
Beer		340911	Magnum 40 malt Liqour	-3.00	0.00	0.00	0.00	3.00	
Beer		014974500091	Wood Chuck Draft Cid...	-1.00	0.00	1.00	2.00	3.00	Neb Dist (Pre...
Beer		018200009747	Michelob AmberBock ...	2.00	0.00	2.00	4.00	2.00	Lawless Dist (Q...
Beer		018200611681	Busch 12oz 24cs	2.00	0.00	0.00	6.00	0.00	Lawless Dist (Q...
Beer		080660956053	Corona 6pk Bottle	5.00	0.00	2.00	4.00	0.00	Lawless Dist (Q...
Beer		726959901204	Blvd Wheat Beer 6-12...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		087692112167	Sam Adams Lager 24...	7.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		018200159961	Bud Select 55 6Pk Btl	3.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		685165330263	Jack Hammer 24oz	3.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		034100155056	MGD (64) 6-12oz Btl	3.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		080660956251	Corona Light 6pk bottles	2.00	0.00	2.00	4.00	2.00	Lawless Dist (Q...
Beer		080660944333	St Pauli Girl 24oz	9.00	0.00	0.00	2.00	0.00	Neb Dist (Pre...
Beer		018200008030	Busch Light 6pack LN	3.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		071990300692	Coors Light 12-12oz LN	-1.00	0.00	1.00	1.00	2.00	Neb Dist (Pre...
Beer		087692831020	Twisted Tea 6pk	2.00	0.00	0.00	2.00	0.00	Miller Brands o...
Beer		087692300502	Sam Adams Seasonal...	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		896974002016	Lucky Bucket 12oz 6P...	4.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		635985067443	Mikes Hard Berry	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		635985069447	Mikes Hard Lime 6 pk ...	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		635985060741	Mikes Pink Lemonade...	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		070897013315	Fosters 25oz can	3.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		018200006463	Bud Ice LN 6 Pk	3.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		018200007712	Budweiser 12 pack L N	3.00	0.00	2.00	4.00	0.00	Lawless Dist (Q...
Beer		018200009891	Busch Lt 12-12oz LN	3.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		018200270307	Natural Ice 30pck can ...	2.00	0.00	2.00	3.00	1.00	Lawless Dist (Q...
Beer		180432	Natural Ice Lt 16oz 6 pk	4.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...

NEBRASKA LIQUOR CONTROL COMMISSION
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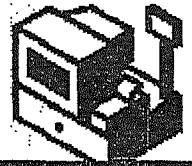
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Beer)

Department	Category	Item Lookup Code	Description	On Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Beer		180512	Busch 12oz 6 Pk	0.00	0.00	0.00	0.00	0.00	
Beer		071990300050	Coors Light 6-12oz bot...	-1.00	0.00	0.00	0.00	1.00	Neb Dist (Pre...
Beer		018200059902	Michelob Ultra 12Pk Btl	1.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		018200149986	Bud American Ale 6Pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		635985606116	Mikes 6-12oz Btl	1.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		635985100621	Mikes 6-12oz Btl	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		034100573065	Miller Lt 24-12oz cans	3.00	0.00	2.00	2.00	0.00	Neb Dist (Pre...
Beer		071990480080	Keystone Lt 6-16oz c...	9.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		183592	Natural Ice 24oz can	19.00	0.00	0.00	12.00	0.00	Lawless Dist (Q...
Beer		071990316006	Coors Light 24-12oz c...	1.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		180782	Natural Ice 6pk cans 1...	5.00	0.00	0.00	8.00	0.00	Lawless Dist (Q...
Beer		078250003287	Steel Reserve 24oz can	2.00	0.00	0.00	3.00	0.00	Miller Brands o...
Beer		018200007699	Bud Lt 12oz L N 12 Pk	4.00	0.00	0.00	6.00	0.00	Lawless Dist (Q...
Beer		018200110474	Budweiser 12/12oz cn	6.00	0.00	2.00	6.00	0.00	Lawless Dist (Q...
Beer		078250004611	Sparks Plus	1.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		018200079870	BudSelect 12-12oz cn	2.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		181152	Budlight 6-16oz cn	8.00	0.00	0.00	6.00	0.00	Lawless Dist (Q...
Beer		018200530470	Budlight 12oz 12 Pk	7.00	0.00	0.00	8.00	0.00	Lawless Dist (Q...
Beer		343551	Miller Light 24oz cns	9.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		180182	Bud 6 Pk 16oz cn	3.00	0.00	0.00	2.00	0.00	Lawless Dist (Q...
Beer		181602	Bud Lt 40oz	4.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		072890000118	Heinken 6 Pk 12oz bot...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		034100576363	Miller Lt 12-12oz cns	3.00	0.00	2.00	2.00	0.00	Neb Dist (Pre...
Beer		018200149900	Bud Lt Lime 12Pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		018200069925	Bacardi Raz 6-12oz Btl	2.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		018200059896	Michelob Ultra 6pk Btl	0.00	0.00	0.00	4.00	4.00	Lawless Dist (Q...
Beer		018200079856	BudSelect L N 6pk	2.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		018200159985	Bud Lt Wheat 6Pk Btl	3.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		071990480165	Keystone Lt 12oz 18 ...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071990477141	Keystone Ice 30 Pk	3.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		082488123457	Becks 6-12oz Btls	3.00	0.00	0.00	3.00	0.00	Neb Dist (Pre...
Beer		034100015091	Miller High Life 12Pk Btl	1.00	0.00	0.00	0.00	0.00	
Beer		181882	Busch Light 6 pk 12 o...	-1.00	0.00	0.00	4.00	5.00	
Beer		071990300654	Coors Lt 24 oz cn	4.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071990477073	Keystone Ice 6-16.oz ...	7.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071990095116	Blue moon 6-12oz bott...	3.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...



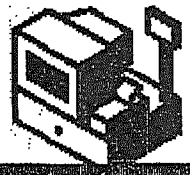
S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Beer)

Department	Category	Item Lookup Code	Description	On Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Beer		072890001191	Heinken 24oz can	5.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		018200530258	BudLight 12oz 20 Pk LN	2.00	0.00	0.00	4.00	0.00	Lawless Dist (Q...
Beer		018200008016	Busch Light 12oz 12pk	4.00	0.00	0.00	8.00	0.00	Lawless Dist (Q...
Beer		072890001580	Heinken Lgt 6-12oz bo...	-1.00	0.00	0.00	0.00	1.00	Neb Dist (Pre...
Beer		071990480240	Keystone Lt 24oz can	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071990480196	KeyStone Lt 30-12oz ...	6.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		184662	Budweiser 24oz cn	17.00	0.00	0.00	8.00	0.00	Lawless Dist (Q...
Beer		018200861673	Busch Lt 12oz 24cs	6.00	0.00	0.00	8.00	0.00	Lawless Dist (Q...
Beer		071990000486	Coors Lt 12oz 12pk	-1.00	0.00	0.00	0.00	1.00	Neb Dist (Pre...
Beer		082488123006	Becks 12oz 12Pk	1.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		184682	Bud Lt 24 oz cn	11.00	0.00	0.00	6.00	0.00	
Beer		018200111686	Budweiser 12oz 24cs	-3.00	0.00	0.00	6.00	9.00	Lawless Dist (Q...
Beer		071990480042	Keystone Lt 12oz 12Pk	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		034100575052	Miller Lt 6-12oz Btl	3.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		346221	Old English 800 40 oz	3.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		018200008337	Budlight 6pk 12oz LN	5.00	0.00	0.00	8.00	0.00	Lawless Dist (Q...
Beer		018200531682	Bud Light 12oz/24 cs	9.00	0.00	0.00	10.00	0.00	Lawless Dist (Q...
Beer		083820567960	Red Stripe Jamaican L...	0.00	0.00	1.00	2.00	2.00	NE Wine/Rep ...
Beer		080660953014	Pacifico 6Pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		018200008849	Michelob Lt 12Pk LN	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		080660957555	Modelo Especial 6Pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		071990300425	Coors Light 40 oz bottl...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		348871	Ice House 12 oz	0.00	0.00	0.00	0.00	0.00	
Beer		034100625054	Ice House 6Pk Btl	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		071439320069	Rock Green Light 6Pk	0.00	0.00	1.00	2.00	2.00	
Beer		082184054369	J Daniels Watermelon ...	0.00	0.00	2.00	2.00	2.00	Republic Bever...
Beer		340071	Miller HighLife 6-16oz ...	0.00	0.00	0.00	0.00	0.00	Miller Brands o...
Beer		082184054345	J Daniels Hurricane P...	0.00	0.00	2.00	2.00	2.00	Republic Bever...
Beer		071990776039	Zima Citrus 6PK	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		018200007842	O'Douls 6pk bottle	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		089826530229	Tecate 32oz bottles	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071990470012	Keystone 12 oz 6PK cn	0.00	0.00	0.00	0.00	0.00	
Beer		082000729044	Smirnoff Twist Rasp 2...	0.00	0.00	1.00	2.00	2.00	NE Wine/Rep ...
Beer		071250000164	Colt 45 15-12oz cn	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071250402050	Colt 45 24oz cn	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071439348063	Rolling Rock 6-12oz b...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...



S S Tobacco/Liquor

Item Quantity List

Generated On 1/20/2010

Filter:(Department = Beer)

Department	Category	Item Lookup Code	Description	On-Hand	Committed	Reorder Pt	Restock Lvl	Qty to Order	Supplier
Beer		052300015406	Schlitz 12oz 12Pk	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		182442	Bud Ice 40 oz Btl	0.00	0.00	6.00	12.00	12.00	Lawless Dist (Q...
Beer		078250003508	ST IDES MIXED FRU...	0.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer		071439320120	Rock Green Light 12pk	0.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer		726959901303	Blvd Seasonal 12oz 6 ...	0.00	0.00	0.00	0.00	0.00	Premium Midwest
Beer	Lawless	018200129827	Land Shark Lager	0.00	0.00	0.00	0.00	0.00	
Beer	Lawless	018200149917	Bud Lt Lime 12oz 6 Pk	2.00	0.00	0.00	0.00	0.00	Lawless Dist (Q...
Beer	Nebr Dist	726959901006	Blvd Pale Ale 6-12oz ...	4.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...
Beer	Nebr Dist	072890000163	Heinken 12-12oz Btl	3.00	0.00	0.00	0.00	0.00	Neb Dist (Pre...

RECEIVED
FEB 11 2010
NEBRASKA LIQUOR
CONTROL COMMISSION

BLDG

BRENTWOOD SQUARE SHOPPING CENTER LEASE

RECEIVED
FEB 11 2010
NEBRASKA LIQUOR CONTROL COMMISSION

THIS LEASE, made this 20th day of January, 2010, by and between F & J REALTY, hereinafter referred to as "Landlord", and JDJND, INC (d/b/a JD's Liquor Locker), hereinafter referred to as "Tenant".

WITNESSETH:

1. PURPOSE: Landlord hereby demises and leases to Tenant that certain space in Landlord's building located at Brentwood Square Shopping Center, and having the address of 8011 South 84th Street, LaVista, Nebraska 68128, which space is described as follows: an area consisting of approximately 1,600 square feet, and said space so leased shall be used as a tobacco and liquor store and for no other use or purpose whatsoever without the express written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

2. COMMENCEMENT: The term of this lease shall be for a period of three (3) years and two (2) months beginning April 1, 2010.

3. RENTS: Tenant shall pay to Landlord as rent for said leased premises during the initial Lease Term the total sum of Fifty Thousand Four Hundred and 00/100--- Dollars ($ 50,400.00) per the rent schedule below. Tenant shall pay rent and assessments on the first day of each and every month of said term, in advance, at the office of the Landlord or its duly appointed agent.

RENT SCHEDULE:

From	April 1, 2010	to	May 31, 2010	$ 0.00	per month.
From	June 1, 2010	to	May 31, 2013	$ 1,400.00	per month.
From		to		$	per month
From		to		$	per month.
From		to		$	per month.

~~Rent representing _____, 20____ ($_____) is hereby acknowledged upon the execution of this Lease.~~

4. COMMON AREA MAINTENANCE CHARGES: Tenant shall pay Landlord additional annual rental equal to the sum of the amounts:

(i) by which taxes, assessments, and governmental charges whether Federal, State, County or Municipal, which are levied on or charged against the real estate of which the leased premises are part and any other taxes and assessments attributable to said real estate or its operation by multiplying the following percentage (2.443% for taxes/1.736% for CAM), representing the relationship of the net rentable square feet of floor area occupied by the Tenant as it relates to the total net rentable square feet on the site of which the leased premises form a part, however, Tenant shall be responsible for all such taxes per square foot of space; and shall pay its prorated amount in monthly installments, along with monthly rent.

(ii) by which the Insurance Premiums attributable to the real estate of which the leased premises form a part by multiplying the percentage specified in subparagraph (i) hereof for insurance of multi-peril all risk policy covering the buildings and liability in the manner consistent with the shopping center.

(iii) common area operating and maintenance costs, which costs include all costs of maintenance, repairs and replacements to common areas, including but not limited to line painting, cleaning of center, roads, lighting, snow removal, management, liability insurance, depreciation of machinery and equipment used in such maintenance depreciation based on useful life using a straight line basis, repair and replacement and the cost of personnel in implementing such services (excluding structural maintenance, repair or replacement to buildings).

All such costs shall be multiplied by the fraction or percentage specified in subparagraph (i) hereof and paid by Tenant with monthly base rent payments.

Tenant's share of such costs in excess of the amount hereinafter provided shall be determined on an annual basis for each calendar twelve (12) month period ending on December 31, prorating fractional years. Based upon and establishing costs for common areas, Tenant shall pay $ 460.00 per month on the first day of each month in advance with rent and at the end of each year an analysis of the total year's common area operating costs shall be presented to Tenant and Tenant shall pay any excess charge to the Landlord within thirty (30) days of receiving said statement.

5. DESTRUCTION: If said building or the leased premises shall be damaged or destroyed in whole or in part by fire, the elements or other casualty so as to render the building or leased premises unfit for occupancy, and if in Landlord's or Tenant's judgment, they cannot be repaired within one hundred eighty (180) days from the happening of said injury, this lease shall terminate, at Landlord's or Tenant's election, effective as of the date of such damage. If Landlord elects to repair the leased premises, such repairs shall be completed within **ninety (90)** ~~one hundred eighty (180)~~ days from the happening of such injury, delays due to force majeure, strikes, material shortages, and other factors outside Landlord's control excepted. Landlord's failure to repair the leased premises within such time period shall cause this lease to terminate at the expiration thereof without any further liability whatsoever on the part of either party. Upon termination hereunder, Tenant shall immediately surrender the possession of the leased premises and all rights therein to Landlord, the Landlord shall have the right immediately to enter into and take possession of said leased premises and shall not be liable for any loss, damage or injury to the property or person of Tenant or any occupant of, in or upon said leased premises. Rental and all other amounts payable hereunder shall abate during such period as the leased premises remain wholly untenanted due to such event.

6. Tenant agrees that no representations as to the condition of said leased premises have been made by Landlord to Tenant either directly or indirectly prior to or at the execution of this lease that are not herein expressed and Tenant accepts space in "as is" condition.

7. LANDLORD REPAIRS: Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the leased premises.

8. TENANT REPAIRS: During the continuance of this lease Tenant shall keep the leased premises and appurtenances in good order and repair and shall keep the said premises and appurtenances in a wholesome condition without charge or expense to Landlord. Tenant shall make all repairs and replacements necessary to carry out the foregoing including, but not by way of limitation, those to and of all interior doors, interior door frames, windows, plate glass, and the heating, air conditioning, plumbing, and electrical system exclusively servicing said bay.

Tenant shall pay for all damages to the building as well as damages to the tenants or occupants thereof caused by any waste, misuse or neglect of said leased premises, its apparatus or appurtenances and shall not make or allow to be made any structural change, alteration or addition, in, upon or to said premises without the written consent of Landlord for that purpose first had and obtained. At the expiration of the time mentioned in this lease, or at an earlier termination thereof by forfeiture or otherwise, Tenant shall yield up said leased premises together with all its apparatus and appurtenances to Landlord in the same condition as when leased, reasonable wear and tear and damage beyond the control of Tenant excepted, and will surrender all original and duplicate keys of the several doors and such other things as pertain to said leased premises.

Landlord hereby waives all claims to the cabinetry, appliances and moveable equipment installed by Tenant on the leased premises or adjacent grounds. Landlord agrees that said personal property shall remain property of Tenant and may be removed by Tenant upon the expiration of its tenancy; provided however, that Tenant restore said premises to its original condition to the extent practicable.

9. CLEANING: The Tenant shall not perform any acts or carry on any practice which may injure the leased premises or building of which the leased premises are a part, or be a nuisance or menace to other tenants in said building and shall keep the premises under its control (including adjoining

drives, streets, alleys or yards) clean and free from rubbish and dirt, at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the sidewalks cleaned, in which event the Tenant agrees to pay all charges that the Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks. Said reasonable charges shall be paid to the Landlord by the Tenant as soon as a bill is presented to Tenant and the Landlord shall have the same remedy as is provided in paragraph 16 of this lease in the event of Tenant's failure to pay.

10. COMPLIANCE WITH LAWS: The Tenant shall at its own expense promptly comply with all laws, orders, regulations or ordinances of all Municipal, County and State authorities affecting the leased premises and the cleanliness, safety, occupation and use of same, except those relating to the structural portions of the leased premises which shall be Landlord's responsibility unless resulting from the particular use of the leased premises by Tenant.

11. REMEDY: If the Tenant shall default in any payment, expenditure or covenant other than rent required to be paid, expended or performed by the Tenant under the terms hereof, which shall continue for thirty (30) days after written notice thereof is provided to Tenant, the Landlord may at its option, make such payment or expenditure or perform such covenant, in which event the amount or cost thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with a charge of five percent (5%) of the amount thereof for Landlord's administrative expenses in connection therewith.

12. EASEMENTS: Tenant hereby grants to Landlord such licenses or easements in or over the leased premises or any portion or portions thereof as shall be reasonably required for the installation or maintenance of mains, conduits, pipes, or other facilities to serve the building of which the leased premises are a part, or any part thereof, including but not by way of limitation, the premises of any other Tenant thereof, provided, however, that Landlord shall pay for any alteration required on the leased premises as a result of any such exercise, occupancy under, or enjoyment of, any such license or easement, and provided further that no exercise, occupancy under, or enjoyment of any such license or easement shall result in any unreasonable interference with Tenant's use, occupancy, or enjoyment of the leased premises as contemplated by this lease.

13. ROOF ACCESS: The Landlord reserves the right of free access at all times to the roof of the leased premises. The Tenant shall not use the roof for any purpose without the consent in writing of the Landlord.

14. SUBLET: Tenant shall not sublet said leased premises or any part thereof, nor allow the same to be used or occupied by any other person or for any other use than that herein specified, nor assign this lease or any interest therein, without the written consent of the Landlord, which written consent the Landlord agrees will not be unreasonably withheld, and shall not suffer or permit any assignment or transfer by operation of law or otherwise, of the estate, or interest of Tenant in said leased premises acquired in, by or through this lease. Any written consent which Landlord may give to any assignment of Tenant's lease or to any sublease or co-tenancy of the leased premises shall be bound by the terms hereof, and be restricted to the particular assignment or sublease or co-tenancy, and the agreement herein not to assign or sublet remain in effect against the Tenant and Tenant's assigns and Subleases it shall not be deemed unreasonable for Landlord to withhold consent to any new use or Tenant on the basis of existence of a competing use by a then current or prospective tenant of the shopping center, exclusive of non-compete clauses in existing leases.

15. LANDLORD'S OPTION: The Tenant agrees that if the estate hereby created shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

16. CURE FOR DEFAULTS: If Tenant shall default in the payment of rent reserved, or move out of, abandon or vacate the leased premises, then if Tenant shall not have cured such defaults within **thirty (30)** ~~fifteen (15)~~ days after receiving written notice thereof, Landlord may either:

(i) terminate this lease, and with or without process of law, expel and remove Tenant, or any other person or persons in occupancy from the leased premises, together with their goods and chattels, ~~using such force as may be necessary in the judgment of Landlord or its agents in so doing~~, and repossess the leased premises, provided that in the event of termination pursuant hereto Landlord shall, nevertheless, be entitled to damages provided by law, just as if Tenant repudiated this lease, or

(ii) terminate Tenant's right to possession only, without terminating this lease, and with process of law, expel, and remove Tenant, or any other person or persons in occupancy from the leased premises together with their goods and chattels, using such force as may be necessary in the judgment of Landlord or its agents in so doing, and repossess the leased premises without such entry and possession terminating this lease or releasing Tenant in whole or in part from Tenant's obligation to pay rent hereunder for the full term hereof. Upon and after entry into possession without termination of this lease, Landlord shall use its best efforts to relet the leased premises or any part thereof for the account of the Tenant, to any person, firm, or corporation, for such rent, for such term (including a term beyond the term hereof, but the part of such term which is beyond the term hereof shall not be chargeable to Tenant's account), and upon such terms and conditions as Landlord, in Landlord's sole discretion, shall determine, and Landlord shall apply all rents received upon such a reletting as follows:

(a) first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of said leased premises (including reasonable legal expense and attorneys' fees), and in putting the same into good order or condition (reasonable wear and tear accepted), or preparing, or altering the same for rental and reletting, and all other reasonable expense, commissions and charges paid, assumed, or incurred by Landlord in or about reletting the leased premises, Tenant shall not be liable for alterations or improvements to the premises made in reletting the premises; and

(b) then to the fulfillment of the covenants of Tenant hereunder, if the consideration collected by Landlord upon any such reletting is not sufficient to pay in full the amount of rent reserved in this lease together with the items and expenses enumerated in subparagraphs (i) and (ii) above, then Tenant shall pay to the Landlord the amount of each monthly deficiency upon demand.

The foregoing remedies shall not be deemed mutually exclusive nor are the foregoing intended to be exclusive of any other remedies available at law or in equity to Landlord, all such rights and remedies being cumulative. In the event any payment of rent is paid after ten (10) days from the date on which said rent is due, Tenant shall pay an administrative charge of five percent (5%) of the amount of the late payment of the next rent due date.

17. LIEN: ~~Landlord shall have a lien on all of the property, fixtures and furniture of Tenant situated on the leased premises during the term of this lease as security for the payment of the rent reserved and the performance of the agreements of this lease by Tenant, which lien Landlord may enforce by distress or attachment, and Tenant hereby waives all exemptions. If the rent reserved herein shall at any time be in arrears or Tenant shall breach any of the agreements of this lease, Landlord shall thereupon be entitled to the immediate possession of all of the property, fixtures and furniture of Tenant situated on the leased premises and may enter said premises and take possession thereof. If at the end of thirty (30) days Tenant shall not have fulfilled its obligations hereunder then Landlord, at its option, may sell the same at a public or private sale, and if such property is sold Landlord shall apply the proceeds, first, to the cost and expenses of such sale, second, to the satisfaction of any sums owing to it from Tenant for nonpayment of rent and expense of such sale, third, to the satisfaction of any sums owing to it from Tenant for nonpayment of rent accrued or to accrue under the terms hereof or breaches of other obligations of the lease, and the balance, if any, it shall pay over to Tenant. Any property, furniture or fixtures belonging to Tenant, which Landlord may store, shall be at Tenant's sole risk and Landlord shall not be held responsible for any breakage or damage occasioned by such storing. If this lease is terminated at the election of Landlord, as aforesaid, or in any other way, Tenant shall, without demand, surrender and deliver up said leased premises and property peaceably to Landlord immediately upon such termination, and if Tenant shall remain in possession of the leased premises, or any part thereof, one day after the termination of this lease in any of the ways above named, Tenant shall be deemed guilty of forcible detainer of the leased premises under the statutes of the State of Nebraska and shall be subject to all the conditions and provisions above named and to eviction and removal forcibly or otherwise with or without process of~~

~~law as above stated. After the commencement of a suit, or after final judgment, for possession of said premises, Landlord may receive and collect any rent due from Tenant, and the payment of said rent shall not waive or affect said suit or said judgement. All rights of Landlord in the event of default herein enumerated shall be in addition to and without prejudice to any remedy or remedies, which Landlord may have at law or in equity for nonpayment of rent or for breaches of the covenants and agreements hereof.~~

18. HOLD HARMLESS: Landlord shall not be liable for any damage **to Tenant's property** occasioned by failure to keep the leased premises in repair, other than as results from its own negligent acts or omissions, and shall not be liable for any damage done or occasioned by or from electric current, plumbing, gas, water, steam or sewage, or the bursting, leaking, running or failure of operation of any radiator, tank, water closet, wash stand, waste pipe, air-conditioning or any other apparatus in, ~~above, upon or about~~ said ~~building or~~ leased premises, nor for damage occasioned by water, snow, or ice ~~being upon any sidewalk or entrance way, or being upon~~ or coming through the roof, skylight, trap door or any other opening in said ~~building or~~ premises, nor for any damage arising from the action or negligence of Tenant, co-tenants or other occupants of the said building or of any owners or occupants of adjacent or contiguous property. Tenant hereby releases, discharges and agrees to indemnify, protect and save harmless Landlord of and from any and all claims, demands and liability for any loss, damage, ~~injury~~ or other casualty to **Tenant's** ~~person or~~ property arising from the foregoing and hereby, in advance of loss, waives any right to subrogation arising by reason of such loss. ~~To the extent obtainable,~~ Tenant shall be required to obtain in Tenant's insurance coverage a waiver of subrogation clause as to any rights against Landlord ~~and other tenants in the shopping center~~ upon an insured loss **to Tenant's property**. Tenant and Landlord hereby release, discharge and agree to indemnify, protect and save harmless each other of and from any and all claims, demands and liability for any loss, damage, ~~injury~~ or other casualty to property, whether it be that of either of the parties hereto ~~or of third persons, whether they be third persons, or employees~~ caused by, growing out of or happening in connection with use or occupancy of the leased premises **or Shopping Center** ~~or use of any equipment, facilities or property in, on or adjacent to aforesaid building~~. **Tenant agrees to indemnify, defend and save harmless Landlord from any claim or loss by reason of any accident or damage to any person or property happening in the Premises except for those claims and losses due to the negligence of Landlord, and for any accident or damage on any common area caused by Tenant's negligence. Likewise, Landlord agrees to indemnify, defend and save harmless Tenant from any claim or loss by reason of an accident or damage to any person or property happening on any common area (including without limitation, parking area, sidewalks, ramps and service areas) of the Shopping Center except for those claims and losses due to the negligence of Tenant, and for any accident or damage in the Premises caused by Landlord's negligence.**

19. INSURANCE REQUIREMENTS: Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause whatsoever, excluding causes created by Landlord's own act or omissions or that of its contractors, employees or agents and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance naming Landlord as Additional Insured for the benefit of the Landlord of not less than Two Hundred Fifty Thousand Dollars ($250,000.00) for damages resulting to one person, Five Hundred Thousand Dollars ($500,000.00) for damages resulting from one casualty, and Fifty Thousand Dollars ($50,000.00) property damage resulting from any one occurrence. Tenant shall deliver said policies or a certificate of insurance to the Landlord with an endorsement providing that the policy cannot be canceled or the coverage lapsed except after thirty (30) days notice to Landlord, and upon Tenant's failure so to do the Landlord may at its option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

20. All of the remedies herein are cumulative and given without impairing any other rights or remedies of Landlord, and Tenant shall pay and discharge all costs and expenses and reasonable attorney fees that shall arise from the enforcing of the covenants of this lease by Landlord.

21. The fact that Landlord does not exercise its rights hereunder in the event of breach of one or more covenants herein by Tenant shall not be deemed a waiver of such rights as to that or any subsequent breaches of the same or any other covenants herein by Tenant.

22. EMINENT DOMAIN: In the event that the whole of the building of which the leased premises form a part or the whole of the leased premises shall be taken by the exercise of the power of eminent domain, then in such case, this lease shall terminate as of the date of the taking of possession by or the vesting of title in the condemning authority. Tenant may elect to terminate if 25% or more of the shopping center is taken.

If less than the whole, but more than twenty percent (20%) of the leased premises are taken under the power of eminent domain, Landlord and Tenant shall each have the right to terminate this lease by giving written notice to the other within thirty (30) days after being notified of such taking and in such event, such termination shall be effective upon the day possession of such premises shall be required for public use. In the event (i) neither party hereto shall elect to terminate this lease; or (ii) less than twenty percent (20%) of the leased premises are so taken, Landlord shall, at its own cost and expense, make all necessary repairs and alterations to the basic building, storefront and interior work in order to constitute the remaining premises a complete architectural unit. In the event, pursuant to the terms of this paragraph 22, this lease is not terminated, all of the terms herein provided shall continue in effect, except that the rent shall be reduced in proportion to the amount of the leased premises taken. Any award made for any taking under the power of eminent domain shall belong solely to Landlord with the exception of any portion of the award made specifically for tangible personal property of Tenant. Landlord may, in its sole discretion, effect a sale of the whole or any portion of the leased premises in lieu of condemnation, in which case the sale shall be construed as a taking under the power of eminent domain and the proceeds of sale as an award.

23. SUBORDINATION: This lease shall, at the option of Landlord, be subject and subordinate to any mortgages or deeds of trust now of record affecting the leased premises or hereafter placed on the leased premises by Landlord. Landlord may exercise the aforesaid option to subordinate this lease by notifying Tenant thereof at any time in writing. In the event Landlord exercises its option to subordinate this lease to any deed of trust or mortgage pursuant hereto, Tenant shall, at the option of the holder of said deed of trust or mortgage or of any purchaser at any foreclosure sale thereunder, attorn to said holder of any such deed of trust or mortgage or to any purchaser at any foreclosure sale thereunder.

24. NOTICES: Any notice, demand, request, consent, approval, or other communication which either party hereto is required or desires to give or make or communicate upon or to the other shall be in writing and shall be given or made or communicated by United States registered or certified mail, addressed in the case of Landlord to:

F & J Realty
Brentwood Square Shopping Center
c/o First Management, Inc.,
Suite 550-The Center
1941 South 42nd Street
Omaha, Nebraska 68105-2982

and addressed in the case of Tenant to:

JDJND Inc.
d/b/a JD's Liquor Locker
4655 Arbor Street
Omaha, Nebraska 68106

subject to the right of either party to designate a different address by notice similarly given. Any notice, demand, request, consent, approval, or other communication so sent shall be deemed to have been given, made or communicated, as the case may be on the date the same was deposited in the United States mail as certified matter with postage thereon fully prepaid.

25. All payments to be made to the Landlord shall be made to the address indicated in paragraph 24 hereof.

26. The term "Landlord" as used in this Lease, as relates to Landlord's covenants and obligations, shall be limited to mean and include only the owners (at the relevant time) of the fee simple title to the leased premises and/or underlying realty. It shall be a condition of any transfer of Landlord's interest in this lease that the transferee agrees to be bound by and perform all obligations of the Landlord hereunder, in the absence of which no purported transfer shall be effective. In the event such transfer is properly effective, the transferor shall be automatically relieved of all personal liability regarding the performance of Landlord's obligations herein contained which arise out of acts occurring after the effective date of such transfer (it being intended hereby that all of Landlord's obligations herein contained shall be binding upon Landlord, its successors and assigns, but only during and in respect of their respective periods of ownership of any interest in the leased premises or the underlying realty). Landlord hereby **warrants** ~~stipulates~~ that it holds title to said premises, has the authority to execute this lease, and guarantees Tenant of its rights to peaceful, quiet use of said premises.

27. RIGHT TO SHOW: The Tenant hereby agrees that for a period commencing ninety (90) days prior to the expiration of this lease, the Landlord may show the premises to prospective Tenants, and sixty (60) days prior to the expiration of this lease, may display in and about said premises and in the windows thereof, the usual and ordinary "FOR LEASE or RENT" signs, upon 24 hours notice to Tenant.

28. HOLDOVER: Should Tenant, or any of its successors in interest, holdover the premises, or any part thereof, after the expiration of the term of this lease, unless otherwise agreed in writing, such holdover shall constitute and be construed as tenancy from month to month only, at a rental equal to the rental payable for the last month of the term of this lease plus one hundred percent (100%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to holdover. Notwithstanding the foregoing, however, such increased rentals shall be no more than one hundred twenty percent (120%) of the previously applicable rental unless (i) Landlord and Tenant are not then actively negotiating for the renewal of the occupancy of the leased premises or (ii) Landlord has given Tenant at least one hundred twenty (120) days advance written notice of its intention to exercise its rights under this paragraph 28.

29. UTILITIES IN HOLDOVER: The Tenant will pay all charges made against the leased premises for gas, water, sewage, heat, and electricity during the continuance of the lease, as the same shall become due.

30. ADVERTISING, RULES AND REGULATIONS, AND PARKING: It is further agreed that all signs and advertising displayed in and about the premises shall be such that only as advertise the business carried on upon the leased premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord. Landlord shall have the right from time to time to establish and enforce reasonable rules and regulations regarding signs, customer and tenant parking areas, use of the common areas and of the leased premises providing such rules and regulations are uniformly enforced against all occupants of the Shopping Center. Such rules and regulations shall be effective upon notice to Tenant of their promulgation. Tenant shall not be entitled to conduct any fire or going out of business sales upon or about the leased premises without the prior written consent of Landlord.

Pursuant to the Landlord's ability to establish and enforce reasonable rules and regulations regarding the parking areas, Tenant does hereby agree to provide ~~require all employees, agents and representatives to park to the rear of the demised premises, known as the west side, so long as adequate parking spaces exist, and upon request shall serve to Landlord or its agents~~, a comprehensive list of employees, agents and representatives' automobiles, by color, make and license number upon demand to aid in enforcement of parking rules and regulations ~~this regulation~~. Should Tenant not comply by supplying the list or enforcement thereof upon formal written notification, Tenant shall be construed to be in default of the lease agreement.

31. ACCESS: The Landlord shall have the right to enter upon the leased premises at all reasonable hours and upon 24 hours written notice except in the case of an emergency for the purpose of inspecting the same. If the Landlord deems any repairs or replacements necessary which are Tenant's

obligation to make hereunder, Landlord may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs or replacements, and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs or replacements and shall not be responsible to the Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs or replacements, the Tenant agrees that Tenant will forthwith on demand, pay to the Landlord the cost thereof together with a charge of five percent (5%) of the amount thereof for Landlords' administrative expenses in connection therewith.

32. SECURITY DEPOSIT: The Landlord herewith acknowledges the receipt of One Thousand Four Hundred and 00/100------- Dollars ($ 1,400.00), which is to be retained as security for the faithful performance of all of the covenants, conditions, and agreements of this lease, but in no event shall the Landlord be obligated to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform the said covenants, conditions and premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions and agreements of this lease is to be returned to the Tenant when this lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the premises and delivered possession to the Landlord.

In the event that the Landlord should repossess himself of the leased premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions and agreements of this lease, the Landlord may apply the said security upon all damages suffered to the date of said repossession and may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reasons of the Tenant's default or breach. The Landlord shall not be obligated to keep the said security as a separate fund, but may mix the said security with his own funds. Under no circumstances shall Landlord be responsible to Tenant to account for such funds other than to disclose their ultimate application to whatever damages Landlord elects. Landlord's obligation to Tenant as to such deposit shall terminate upon Landlord's conveyance of the shopping center to a successor Landlord and delivery of such funds to said successor Landlord by check or credit.

33. LATE CHARGE: Any rent or assessments as so outlined in the lease not paid when due and any other sums due from Tenant to Landlord hereunder not paid when due (or upon demand) shall be subject to a $50.00 late fee if not received by the Landlord within five (5) days after that due date and late charges shall accrue at a rate of $5.00 per day, to be paid with said month's late rent. Tenant will be allowed one (1) late payment per year without penalty.

34. BINDING ON PARTIES: All the terms of this lease shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto.

35. Unless prevented by events reasonably beyond Tenant's control, Tenant shall use, occupy and operate the entire premises continuously and without interruption during the term in the manner and under the names set forth in the lease hereof in a competent, dignified, energetic and consistent manner such as will enhance the premises as a whole and its reputation as a desirable place to shop so as to achieve the maximum profitable volume of sales. Unless prevented by events reasonably beyond Tenant's control, Tenant shall remain open for business and adequately stocked on all days and during all hours that it is customary for businesses in Brentwood Square Shopping Center to be open with the option of being closed or open on Sundays or any evening and shall adequately staff its store with sufficient employees to handle the maximum profitable quality to accomplish the same; and shall maintain displays of merchandise in the display windows, if any, and keep such windows well lighted. **Tenant may close its business five (5) days per year for vacation.**

36. PERCENTAGE RENTS: ~~Tenant shall pay additional rental for each lease year equal to the amount by which four percent (4 %) of the gross receipts for said year, which shall include the total sales price of all merchandise sold in or from the leased premises and the total amount received or charged for services rendered or performed in or from the leased premises (exclusive of sales tax), exceed the rental paid in monthly installments during said lease year. If~~

~~Tenant's fiscal year and lease year do not correspond, Tenant may pay its additional annual rental on a fiscal year basis provided Landlord agrees in writing to the calculation method to be used for any periods shorter than one (1) year. Tenant shall provide Landlord a report showing gross receipts within sixty (60) days of the end of said period and the report must be certified as accurate by Tenant.~~

~~Landlord shall have the right to require an audit of Tenant's books and records by a Certified Public Accountant of Landlord's choice to verify the accuracy of the reported figures for gross receipts. If the results of said audit differ by more than five percent (5%) from said reported figures, Tenant shall pay to Landlord the cost of said audit as additional rent hereunder.~~

~~Said additional rent shall be paid with the submission of the report and shall be based on the gross receipts for the lease year or period immediately preceding said report~~.

37. SIGNAGE: All exterior signs must be approved in writing by Landlord prior to installation by Tenant. All lighted signs to be per specifications shown on Exhibit "B" sign criteria. Tenant shall at Tenant's sole expense, have one (1) lighted exterior sign installed by lease commencement date. Said sign must meet all legal codes. Tenant will be allowed maximum signage allowable by code.

38. ESTOPPEL CERTIFICATE: Tenant shall, upon demand from Landlord, execute and deliver to Landlord, an Estoppel Certificate in such form and content as reasonably requested by Landlord, attesting to the compliance to date of Landlord with the terms and conditions of this lease and such other matters as requested by Landlord which would prevent Tenant from attesting to such a certificate. Tenant shall set forth such alleged default or defaults upon the certificate and detail or attest to the **best of Tenant's knowledge** ~~fact~~ that these listed defaults are the only defaults by Landlord hereunder.

39. INTENT: It is the purpose and intent of Landlord and Tenant that the return to Landlord under this lease shall be absolutely net to Landlord so that the share of taxes, insurance premiums, management fees and any and all other reasonable other and necessary expenses and costs reasonably attributable to the premises (and not otherwise specifically provided for in this lease) shall be the obligation of Tenant rather than Landlord.

40. TENANT ALTERATIONS: The Tenant shall not make any structural alterations, additions, or improvements in or to the premises without the prior written consent of the Landlord, subject to any conditions the Landlord may deem appropriate. Any alterations, additions, or improvements consented to by the Landlord shall be made at the Tenant's sole expense. The Tenant shall provide its own trash containers for construction debris; use service entrances to the premises, if any; conduct no core drillings during business hours; and disrupt other tenants as little as possible. The Tenant shall secure any and all governmental permits, approvals, or authorizations required in connection with any such work, and shall hold Landlord harmless from any and all liability, costs, damages, expenses (including attorneys' fees), and liens resulting therefrom. All alterations, additions, and improvements (expressly including all light fixtures and floor coverings), except trade fixtures, appliances, and equipment that do not become a part of the premises, shall immediately become the property of the Landlord. Upon the expiration or early termination of the term hereof, the Tenant shall, upon written demand by Landlord (given at least thirty (30) days before the end of the term), at the Tenant's sole expense, remove any such alterations, additions, or improvements designated by the Landlord. The Tenant shall, forthwith and with all due diligence, at its sole expense, repair any damage to the premises caused by such removal. Tenant further agrees to submit to Landlord or Landlord's agents all plans and prints for said alterations prior to actual work and Tenant's contractors shall provide Landlord with proof of liability insurance prior to commencing any actual alterations.

41. RIGHT TO TRIAL: ~~Tenant & Landlord hereby waives right to request a trial by jury for any dispute arising out of the terms, conditions and covenants of this lease whether such legal action taken shall arise out of enforcement of any of the provisions contained herein or whether or not dispute arises out of consequences of Tenant occupying space in Brentwood Square Shopping Center.~~

42. EXPLANATORY PROVISIONS: (A) The words "Landlord" and "Tenant" shall be taken to include and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and shall be taken in the plural sense, wherever the context requires, and all pronouns used herein and referring to said parties shall be construed accordingly, regardless of the number or gender thereof.

(B) Headings of the various paragraphs herein are inserted merely as a matter of convenience and for reference and shall not be considered as in any manner defining, limiting or describing the scope or intent of the particular paragraphs to which they refer or as affecting the meaning or construction of the language in the body of such paragraphs.

43. ADDITIONAL PROVISIONS: EXHIBIT A
EXHIBIT B
RULES & REGULATIONS
ADDENDUM

44. Until this lease is executed on behalf of all parties hereto, it shall be construed as an offer of proposed Lessee to proposed Lessor. Time being of the essence, this lease must be completed on behalf of all parties on or before February 1, 2010, to be effective.

45. The undersigned as well as the corporation hereby guarantees unto the Landlord, its successors and assigns, the payment of base rent and any and all assessments so defined in master lease, and the performance of all of the covenants under said lease by Tenant and hereby waives notice of any default under said lease and agrees that liability shall not be released or affected by any extension of time for payment or by any forbearance by the Lessor.

46. There are no oral agreements between the parties hereto affecting this lease, and this lease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this lease.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this lease as of the day and year first above written.

F & J REALTY
LANDLORD

Witness: _____ By: _____
Frank R. Krejci

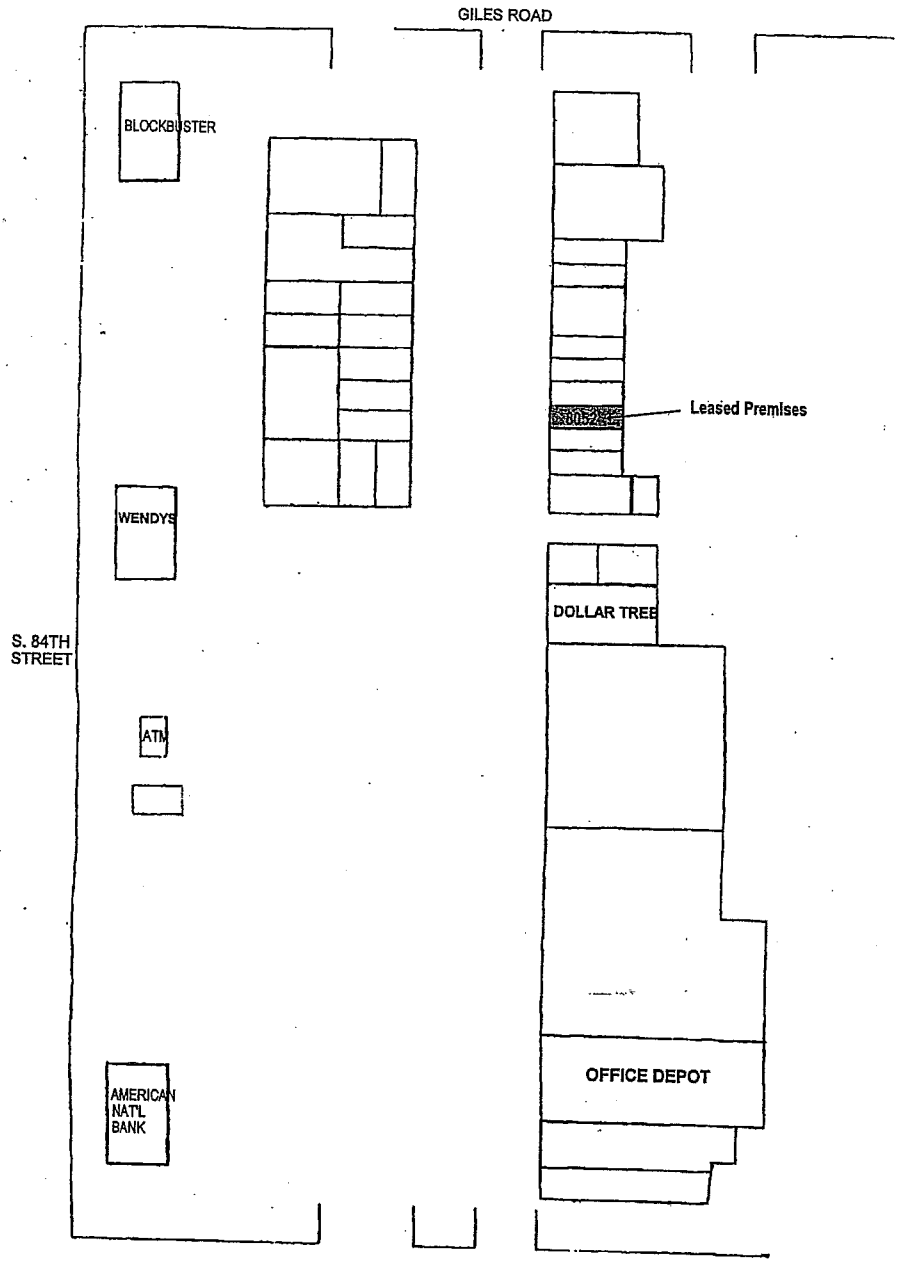
JDJND, INC.
(d/b/a JD's Liquor Locker)
TENANT

Witness: _____ By: _____

GUARANTORS:

By: _____
James N. Dropinski

By: _____
Donna Dropinski



BRENTWOOD SQUARE SHOPPING CENTER

84th & Giles Road, LaVista, NE

BRENTWOOD SQUARE SHOPPING CENTER
EXHIBIT "B"

RE: SIGN CRITERIA

This policy is established by the owner of Brentwood Square Shopping Center, LaVista, Nebraska, to attain the best possible appearance of all signs in the center.

1. Prior to construction and erection of any signs, two copies of the plans and specifications must be submitted for approval by the Landlord, % First Management, Inc., Property Manager.

2. All signs on the Phase I and Phase II buildings are to be the individual letter style mounted on race way, internally illuminated by neon illumination and mounted in the designated area on the Brentwood Square Shopping Center buildings. No flashing lamps, or revolving or rotating units will be allowed.

3. All signs' letter size and sign length on the Phase I and Phase II buildings are to be approved by the Landlord, % First Management, Inc., Property Manager.

4. No flashing lamps, revolving or rotating units or lighted window signs will be permitted. Neon illuminated signs are permitted.

5. No V-type marquee signs will be allowed.

6. All field measurements must be verified.

BRK
LANDLORD'S INITIALS

TENANT'S INITIALS

BRENTWOOD SQUARE SHOPPING CENTER
RULES AND REGULATIONS

1. AWNINGS AND CANOPIES: No awnings or other projections shall be attached to a wall, roof or fascia, the premises or the building in which the demised premises are located without, in each instance, the prior written consent of Landlord.

2. NOISE: No loudspeakers, televisions, phonographs, radios or other sound or pictorial devices shall be used in a manner so as to be heard or viewed outside the demised premises of each respective Tenant without the prior written consent of Landlord.

3. PREVENT FREEZING: Tenant shall maintain a temperature within the demised premises throughout the year to maintain a sufficiently high enough interior temperature to prevent freezing of plumbing and fixtures.

4. ODOR: Tenant shall not make, or permit, any noise or odor objectionable to the public, or other occupants of the building, or to the Landlord, to emit from the demised premises; or create, or permit the extended maintenance arising from said odor of for existence of any nuisance.

5. PARKING: The Landlord requires that any tenants, their agents or representatives do not park in stalls directly in front of any retail space or directly adjacent to such space but rather all Tenants, assigns or representatives shall park no closer than a minimum of a 100 foot radius to said space to allow easy access to customer parking.

6. Any further rules and regulations may be made at discretion of the Landlord pursuant to Section 30 of the Lease agreement attached hereto providing they are uniformly enforced against all occupants of the Shopping Center.

ADDENDUM

The following Addendum is made a part of the Lease dated the 20th day of January, 2010, by and between F & J REALTY, Landlord, and JDJND, INC. (d/b/a JD's Liquor Locker), Tenant.

(A.) Merchants Association: Tenant will promptly become a member of, and during the term of this lease participate in, the Merchants Association. Each member tenant shall have one vote; Landlord shall also have one vote. Merchants Association funds are to be used solely for advertising and promotions and administration expenses incident thereto. Dues are calculated on the basis of Ten Cents (10¢) per square foot per year payable in advance on the first day of each month. Minimum dues are Ten and 00/100 Dollars ($10.00) per month.

(B.) Liquor License: Tenant shall use its best good faith efforts to obtain a liquor license for its operation in the demised premises, beginning the process immediately upon execution of this lease by both Landlord and Tenant. In the event Tenant is unable to obtain such liquor license necessary to operate its business in the demised premises, Tenant shall so notify Landlord in writing, on or before April 1, 2010, and either party may terminate this lease upon certified written notice to the other.

ITEM I

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2010 AGENDA

Subject:	Type:	Submitted By:
APPROVAL OF AGREEMENT - SPORTS FACILITY USE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute an agreement with Triple Crown Sports Inc. (TCS) of Fort Collins, CO for the usage of City Sports Facilities in La Vista for five years as identified in the Triple Crown Sports Facility Use Agreement.

FISCAL IMPACT

Triple Crown Sports Inc. (TSC) agrees to pay the City of La Vista as identified in the Triple Crown Sports Facility Use Agreement under Item C.

RECOMMENDATION

Approval.

BACKGROUND

Triple Crown Sports has been renting the City of La Vista Fields for the last several years to conduct a youth baseball tournament and slump buster festival. Currently the facility usage is reserved on a year to year basis. Triple Crown Sports officials requested a five (5) year agreement to ensure that they have a secure location to hold their activities in the future.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A FIVE YEAR AGREEMENT WITH TRIPLE CROWN SPORTS INC, FORT COLLINS CO, TO ALLOW USE OF THE CITY SPORTS FACILITIES FOR A YOUTH BASEBALL TOURNAMENT AND SLUMP BUSTER FESTIVAL .

WHEREAS, the City has determined that it is desirable to have a long term agreement with Triple Crown Sports Inc; and

WHEREAS, Triple Crown Sports have been renting the Sports facilities for the last several years; and

WHEREAS, this agreement will insure the return of this event to the City of La Vista in the future; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to sign an agreement with Triple Crown Sports Inc, Fort Collins CO, to allow use of the City sports facilities for a youth baseball tournament and slump buster festival for the next five years.

PASSED AND APPROVED THIS 16TH DAY OF MARCH, 2010

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

K:\APPS\City Hall\10 FINAL RESOLUTIONS\10. Agreement triple crown sports.doc

TRIPLE CROWN SPORTS®
Grassroots Sports

TRIPLE CROWN SPORTS FACILITY USE AGREEMENT

THIS AGREEMENT BETWEEN TRIPLE CROWN SPORTS INC. (TCS) OF FT. COLLINS, CO AND THE CITY OF LA VISTA IS ENTERED INTO ON _____ FOR THE PURPOSE OF PROVIDING A QUALITY BASEBALL TOURNAMENT IN LA VISTA, NE FOR FIVE YEARS. THE AGREEMENT WILL BEGIN IN 2010 AND THE LAST YEAR WILL BE 2014. EXACT DATES OF FIELD USAGE WILL ROTATE ANNUALLY WITH THE NCAA® COLLEGE WORLD SERIES (CWS). FACILITY USAGE NORMALLY TOTALS 16 DAYS, INCLUDING THREE DAYS BEFORE THE CWS AND THREE DAYS AFTER THE CWS.

THIS AGREEMENT IS HEREBY EFFECTIVE FOR A TERM COMMENCING ON THE DATE SIGNED AND WILL EXPIRE ONCE THE FOLLOWING STIPULATIONS HAVE BEEN SATISFIED BY BOTH PARTIES.

TERMS OF AGREEMENT

A. THE CITY OF LA VISTA AGREES TO:

1. PROVIDE TRIPLE CROWN SPORTS THE EXCLUSIVE USE OF THE FOLLOWING FACILITIES ON THE DATES LISTED ABOVE AND IN SECTION A2: FROM 8:00 AM– 4:00 PM
   - LA VISTA SPORTS COMPLEX (BASEBALL AND SOFTBALL FIELDS ONLY)
   - CITY PARK FIELDS

2. THE TOURNAMENT DATES LISTED ABOVE ARE FIRM AND NOT TO BE CHANGED BY EITHER PARTY WITHOUT WRITTEN CONSENT BY BOTH PARTIES. FUTURE DATES OF FIELD USAGE ARE ESTIMATED FOR JUNE 16-JULY 1: 2010, JUNE 15-30: 2011 AND JUNE 14-28, 2012. THESE DATES ARE SUBJECT TO CHANGE AND ARE NOT FIRM UNTIL THE CWS SCHEDULE IS OFFICIALLY ANNOUNCED. EXACT DATES FOR FACILITY USAGE IN 2013 AND 2014 WILL BE DETERMINED ONE YEAR IN ADVANCE OF EACH YEAR OR AS SOON AS THE CWS DETERMINES EXACT DATES.

3. NOT ALLOW ANY OTHER BASEBALL TOURNAMENT TO BE HELD AT THESE FACILITIES ON THE DATES OF THE TRIPLE CROWN TOURNAMENT.

4. DRAG AND LINE FIELDS IN PREPARATION FOR THE FIRST GAMES ON EACH DAY OF THE TOURNAMENT. ADDITIONAL DRAGS MUST BE SCHEDULED AND WILL BE CHARGED THE GOING RATE.

5. PROVIDE THE TRIPLE CROWN TOURNAMENT DIRECTOR WITH A KEY TO STORE-ROOM WHERE BASES, ETC. ARE KEPT **OR** HAVE SOMEONE AT THE SITE WITH THIS KEY IN CASE OF EMERGENCY.

6. ALLOW GAMES TO START AS EARLY AS 8 AM AND LAST UNTIL 4 PM EACH DAY OF THE TOURNAMENT.

EXCEPTIONS:

- IF THERE ARE MULTIPLE DAYS OF BAD WEATHER, TRIPLE CROWN MAY REQUEST FIELD USAGE PAST 4 PM. FACILITY RETAINS RIGHT TO REFUSE USAGE AFTER 4 PM. TCS WILL NEVER INITIALLY SCHEDULE GAMES TO FINISH LATER THAN 4 PM.

7. PROVIDE A SPACE IN THE PARKS FOR A NOVELTY STAND.

8. ALLOW TRIPLE CROWN TO DISPLAY BANNERS IN A PROFESSIONAL MANNER AT THE FACILITIES.

9. ASSIST TRIPLE CROWN IN SECURING TEAMS FOR TOURNAMENT THROUGH NEWS RELEASES AND ANY OTHER TYPES OF PROMOTION THAT THE ORGANIZATION CAN PROVIDE (WORD OF MOUTH).

10. PROVIDE THE NAMES AND PHONE NUMBERS OF LOCAL UMPIRE ASSOCIATION CONTACTS USED BY THE FACILITY.

11. FACILITY MAY OPERATE CONCESSION STAND AND RETAIN ALL PROFITS.

12. CITY OF LA VISTA WILL COLLECT 10% OF GROSS GATE/ADMISSION FEES IF CHARGED.

13. TRIPLE CROWN TOURNAMENTS MAY BE PLAYED IN ADVERSE WEATHER OR MUDDY CONDITIONS (EXCLUDING LIGHTNING). HOWEVER, THE FINAL DECISION ON THE PLAYABILITY OF THE FIELDS WILL BE LEFT TO THE FACILITY SUPERVISOR.

B. TRIPLE CROWN BASEBALL AGREES TO:

1. PROVIDE A TOURNAMENT DIRECTOR AND ALL EVENT STAFF.

2. PRODUCE ALL BRACKETING FOR THE TOURNAMENT AND HANDLE DISTRIBUTION OF BRACKETS AT THE TOURNAMENT.

3. BRACKETS WILL BE FAXED OR EMAILED TO THE CITY OF LA VISTA NO LATER THAN TWO WEEKS PRIOR TO THE EVENT.

4. PAY FOR ALL UMPIRES USED DURING THE TOURNAMENT.

5. SUPPLY ALL AWARDS.

6. PUBLISH THE TRIPLE CROWN PRE-TOURNAMENT REGISTRATION FORM AND DISTRIBUTE WITHIN THE DRAWING AREA FOR THE TOURNAMENT.

7. FURNISH COPY OF LIABILITY INSURANCE. **(CERTIFICATE REQUEST FORM MUST BE COMPLETED IF ADDITIONAL INSURED ARE TO BE LISTED FOR THIS EVENT)**

8. MAINTAIN MONTHLY CONTACT TO REPORT ON PROGRESS OF TEAM ENTRIES AND TO FINALIZE ALL DETAILS.

9. USE TELEMARKETING, NEWSPAPERS, INTERNET, RADIO AND DIRECT MAILINGS TO ACTIVELY PROMOTE THIS TOURNAMENT.
ANY MENTION OF LA VISTA IN PROMOTIONAL INFORMATION MUST BE APPROVED BY CITY OF LA VISTA PRIOR TO RELEASING.

C. TRIPLE CROWN SPORTS AGREES TO PAY THE FOLLOWING OVER THE FIVE YEAR CONTRACT:

- TRIPLE CROWN WILL PAY ALL FIELD COSTS ASSOCIATED TO USE THE FACILITY. THIS INCLUDES, BUT IS NOT LIMITED TO: FIELD RENTAL, LIGHT USAGE, SURFACE MATERIALS DUE TO RAIN (DIAMOND DRY, RAPID DRY, ETC.), FESTIVAL COSTS, ADDITIONAL DRAGS, PERMITS AND 10% OF GROSS IF GATE/ADMISSION FEE IS COLLECTED.

D. TERMINATION:

- THIS CONTRACT IS BINDING ONCE SIGNED BY BOTH PARTIES. HOWEVER, IF EITHER PARTY FAILS TO PROVIDE ANY PART OF THE OUTLINED AGREEMENT, THE CONTRACT MAY BE TERMINATED. TERMINATION MUST BE PROVIDED IN WRITING AND MUST BE 270 DAYS BEFORE THE SAID YEAR.

E. OTHER:

- DUE TO THE NATURE OF THE LONG-TERM AGREEMENT, THERE COULD BE CHANGES DESIRED BY EITHER PARTY. BOTH PARTIES UNDERSTAND THIS AND WILL REMAIN OPEN TO POTENTIAL MODIFICATIONS. THESE MODIFICATIONS NEED TO BE MUTUALLY AGREED UPON AND IN WRITING.

SIGNATURE PAGE

(Facility Director Print Name) (Date)

(Signature)

(Address)

(City, State, Zip)

(Work Phone)

(Cell Phone)

(Email Address)

(Triple Crown Representative Print Name) (Date)

(Signature)

TRIPLE CROWN SPORTS
3930 AUTOMATION WAY
FORT COLLINS, CO 80525
970-223-6644

ITEM J

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2010 AGENDA

Subject:	Type:	Submitted By:
APPOINTMENT OF SAFETY COMMITTEE MEMBERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared in reference to the appointment of selected personnel to the La Vista Safety Committee.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

In accordance with the provision of state law 48-443, the Safety Committee is comprised of an equal member of representatives for the Employer and the Employees. It is intended that the committee represent a diverse cross-section of all city departments and employees. There are eight (8) employees on the Committee. Four terms of office expire on April 1. As a result, I am recommending the Mayor and City Council appoint and re-appoint the following to serve a term of two years.

Rich Carstensen – Employee representative	2 year term	(new appointment)*
Jeff Siebels – Employee representative	2 year term	(re-appointment)
Pat Cavlovic – Employer representative	2 year term	(re-appointment)
Bob Lausten – Employer representative	2 year term	(re-appointment)

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PROVIDING FOR THE APPOINTMENT OF SAFETY COMMITTEE MEMBERS.

WHEREAS, THE City Council of the City of La Vista has determined that the appointments to the La Vista Safety Committee are necessary; and

WHEREAS, a recommendation by the City Administrator, in consultation with the staff, has been made regarding appointments; and

WHEREAS, the recommended appointments comply with N.R.S. 48-443:

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby appoint the following city employees to the La Vista Safety Committee for the term specified:

Rich Carstensen – Employee representative	2 year term
Jeff Siebels – Employee representative	2 year term
Pat Cavlovic – Employer representative	2 year term
Bob Lausten – Employer representative	2 year term

PASSED AND APPROVED THIS 16TH DAY OF MARCH, 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

K:\APPS\City Hall\10 FINAL RESOLUTIONS\10. Appointment of Safety Committee Members

ITEM K

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2010 AGENDA

Subject:	Type:	Submitted By:
PANDEMIC INFLUENZA PREPAREDNESS PLAN	◆RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve the Pandemic Influenza Preparedness Plan developed by the City's Pandemic Influenza Leadership Operations Team (PILOT).

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

Although the threat of a global pandemic is not a new phenomenon, it appears to be an increasing risk with the H1N1 outbreak last year as well as the continued long-term threat of the H5N1 avian flu. Based on scenarios projected by the World Health Organization, Centers for Disease Control, National Institutes of Health, and Homeland Security Council, a global pandemic portends serious consequences for our City governmental process. We must anticipate possible consequences for our operations and the public, and develop plans that will allow us to continue operating throughout a pandemic cycle.

The City Administrator appointed a select staff to be part of the City's Pandemic Influenza Leadership Operations Team charged with the development and implementation of a pandemic response plan for the continuity of city services in the event of a pandemic. The basic strategy centers on these fundamental questions: What can we do to prevent flu? How do we conduct our work during a pandemic?

The result of the team's strategy for the continuity of essential municipal services is the La Vista Pandemic Influenza Preparedness Plan, attached for your review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE LA VISTA PANDEMIC INFLUENZA PREPAREDNESS PLAN.

WHEREAS, it had been determined that a Pandemic Influenza Preparedness Plan has been developed in order to provide for the continuity of essential municipal services in response to pandemic in La Vista; and

WHEREAS, in order to provide for the continuity of essential municipal services in response to a pandemic in La Vista, the City Council of La Vista deems it advisable and in the best interest of the community to approve said Pandemic Influenza Preparedness Plan;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of La Vista, Nebraska, that the Pandemic Influenza Preparedness Plan be, and hereby is, approved.

PASSED AND APPROVED THIS 16TH DAY OF MARCH, 2010.

CITY OF LA VISTA

_____
Douglas D. Kindig, Mayor

ATTEST:

_____
Pamela Buethe, CMC
City Clerk

ITEM L

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2010 AGENDA

Subject:	Type:	Submitted By:
PURCHASE OF BUNKER GEAR	◆RESOLUTION ORDINANCE RECEIVE/FILE	RICH UHL FIRE CHIEF

SYNOPSIS

A resolution has been prepared authorizing the purchase of seven sets of firefighter bunker gear, and two pair of firefighting boots from Municipal Emergency Services, Inc., Snyder, NE in the amount of $13,230.00.

FISCAL IMPACT

The FY 09/10 budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

Funding was included in the current year's budget for the purchase of new firefighter bunker gear. This purchase will bring the department closer to its goal of attaining NFPA 1971-Protective Ensemble for Structural Firefighting compliance for the 2007 standards for protective gear.

Experience and consultation indicates that the Globe G7 bunker gear meets NFPA 1971 standards and will provide excellent protection for fire fighting applications. Several brands and models of bunker gear were evaluated by the Fire Chief. MES is the local provider of the gear, which was determined to be the best for our application at the best price. There has not been a significant change in price since the last request for bids and for the sake of continuity it is recommended that we continue replacement with the Globe product, as it best meets the needs of the LVFD.

K:\APPS\CITYHALL\CNCLRPT\10FILE\10 FD Bunker Gear Purchase

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF SEVEN SETS OF GLOBE G7 BUNKER GEAR AND TWO PAIR OF FIREFIGHTING BOOTS FROM MUNICIPAL EMERGENCY SERVICES, INC., SNYDER, NEBRASKA IN AN AMOUNT NOT TO EXCEED $13,230.00.

WHEREAS, the Mayor and City Council have determined that it is necessary to purchase bunker gear and accessories for the Fire Department; and

WHEREAS, funds are provided in the FY 09/10 General Fund Budget for the proposed purchase; and

WHEREAS, the purchase of this bunker gear will bring the department closer to attaining NFPA 1971 compliance for the 2007 standards for protective gear; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over $5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorizes the purchase of seven sets of Globe G7 Bunker Gear and two pair of firefighting boots from Municipal Emergency Services, Inc., Snyder, Nebraska in an amount not to exceed $13,230.00.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

K:\APPS\City Hall\10 FINAL RESOLUTIONS\10. Bunker Gear Purchase

ITEM M

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2010 AGENDA

Subject:	Type:	Submitted By:
DETERMINE SALARY RANGE ADJUSTMENT AND PFP BASE FACTOR FOR FY2011	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to incorporate adjustments to the pay-for-performance (PFP) base factor and salary ranges for the preparation of the fiscal year 2011 budget.

FISCAL IMPACT

This will determine the percent to be included in the FY2011 budget for salary increases.

RECOMMENDATION

Approval to prepare the FY11 budget incorporating a PFP base factor of 2.5% and salary range adjustments of 2.5%.

BACKGROUND

The City's Pay-for-Performance compensation plan went into effect in October of 2009 and the Council Policy statement governing this plan calls for Council to make two determinations annually regarding the PFP compensation system.

1. Establish a "base factor" which is the salary increase percentage that employees who receive an overall performance rating of "Meets Expectations" will be eligible to receive.

2. Adjustment to the salary ranges in order to keep La Vista's salaries comparable to the market. *(This adjustment only changes the salary ranges—it does not increase employee pay.)*

Staff has compiled the following data regarding actual and projected compensation increases. As pay-for-performance becomes increasingly more prevalent, some data is starting to be available showing pay increases by performance category and salary range increases. While this information is still minimal, we have provided what was available from our sources. Finally, you will see that by having access to the salary survey(s) we were able to narrow down some of the data to organizations with less than 500 employees and revenue up to $30 million for both all employees and public administration employees. This data gives a more representative look at organizations closer to the City of La Vista in size, budget, and scope of services.

In conjunction with the salary increase trends, we also looked at the Consumer Price Index for the Midwest Region. The CPI rose 2.9% from January 2009 to January 2010. CPI projections for 2010 vary from a 1.8% increase by the Hay Group to a 2.6% increase by the Conference Board.

Based on the data collected and initial budget projections, staff is recommending that the Pay for Performance base factor for 2010-2011 be set at 2.5% and that the salary ranges also be increased by 2.5%. The base factor is what actually results in salary increases for employees. Under our current PFP system employees who meet expectations would receive a 2.5% increase, those exceeding expectations would receive a 3.5% increase, and those classified as exemplary would receive a 4.5% increase. Again, increasing the salary ranges does not increase employee pay, it only keeps La Vista's schedule in line with the market. (Note: The entries marked with an * indicates that data does not include companies that gave 0% increases in 2009 or that are projecting zero increases in 2010.)

	Average Wage Increases 2009	Projected Wage Increases 2010
Bureau of Labor Statistics (State & Local Government)	2.00%	
Conference Board	2.50%	2.80%
Hay Group	1.90%	2.50%
Hewitt Associates	1.80%	2.40%
Mercer	3.20%	2.7%*
Watson Wyatt	3.14%	3.1%*
World at Work (National)	2.15%	2.80%
World at Work (Nebraska)	2.10%	2.90%
World at Work - All Industries; 1-499 Employees; Revenue up to $30 Million		
National	2.70%	3.20%
Nebraska	3.50%	3.20%
World at Work - Public Administration; 1-499 Employees; Revenue up to $30 Million		
National	4.10%	3.50%

	Average Wage Increases 2009	Projected Wage Increases 2010
Watson Wyatt		
Met Expectations	3.35%	
Exceeded Expectations	4.10%	
Far Exceeded Expectations	4.95%	
Increase to Salary Range	2.82%	2.64%*
World at Work		
Met Expectations	2.10%	
Exceeded Expectations	3.10%	
Far Exceeded Expectations	4.00%	
Increase to Salary Range		2.4%*

K:/apps/cityhall/cnclrpt/10file/10 ADM Set Base Factor

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DIRECTING THE PREPARATION OF THE FY 2011 BUDGET WITH A PAY-FOR-PERFORMANCE BASE FACTOR OF 2.5% AND AN ADJUSTMENT TO THE SALARY RANGES OF 2.5%.

WHEREAS, the City Council has adopted a pay-for-performance compensation system for employees; and

WHEREAS, the Council Policy Statement governing the administration of the pay-for-performance compensation system calls for the City Council to establish a base factor for salary increases and consider adjustments to the established salary ranges; and

WHEREAS, City staff has researched and presented data regarding salary trends for 2009 and 2010; and

WHEREAS, based on the data presented and the overall financial condition of the City, a PFP base factor of 2.5% and salary range adjustments of 2.5% are recommended for FY 2011; and

WHEREAS, official action to establish the PFP base factor and determine salary ranges will be taken by Council in conjunction with the adoption of the FY 2011 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby direct that the FY 2011 budget be prepared with a pay-for-performance base factor of 2.5% and an adjustment to the salary ranges of 2.5%, all effective October 1, 2010.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2010.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

K:\APPS\CITYHALL\10 Final Resolutions\10. ADM Set PFP Base Factor

N

RESOLUTION NO. _____

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
7354 S 70th Street, Lot 202/La Vista Replat, $141.64;
7109 S 69th Street, Lot 120/La Vista Replat, $133.79; and
7818 Terry Drive, Lot 1255/La Vista, $116.85
were notified to clean up their property as they were in violation of the City Municipal Code, Section 93.015, 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.

PASSED AND APPROVED THIS 16TH DAY OF MARCH, 2010

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

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Total Postage & Fees $

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2-2-10

Sent To Michael Standeven
Street, Apt. No.; or PO Box No. 7818 Terry Dr
City, State, ZIP+4 La Vista NE 68128

PS Form 3800, August 2006 See Reverse for Instructions

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UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 005.54⁰
0003064452 FEB 02 2010
MAILED FROM ZIP CODE 68128

La Vista

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

RETURN TO SENDER
FORWARDING ORDER
EXPIRED

UTF

Michael Standeven
7818 Terry Drive
La Vista, NE 68128

68128$$3942 C046

La Vista
Community Pride. Progressive Vision.

February 2, 2010

Michael Standeven
7818 Terry Drive
La Vista, NE 68128

RE: Lot 1255 La Vista

Dear Mr. Standeven:

On December 30, 2009, your property at 7818 Terry Drive in La Vista was in violation of the City of La Vista's Municipal Code, Section 93.015 and a notice was left at the house that stated the property needed to have snow removed from the sidewalk or the City would correct the violation at the owner's expense. On January 15, 2010 the Public Works Department removed the snow and/or ice from the sidewalk on the property. A total cost of $116.85 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	$	50.00
Snow and/or Ice Removal		
Two Workers, 1 Hour Each		21.50
Equipment Cost		37.50
Material		7.85
TOTAL	$	116.85

Please remit $116.85, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on March 16, 2010, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe

Pamela A. Buethe, CMC
City Clerk

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

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

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

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

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

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

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

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

January 27, 2010

To: Valerie Houloose
Code Enforcement

Fr: Joe Soucie
Public Works Dept.

Re: Snow & Ice Removal From Sidewalk
7818 Terry Drive

The following is a list of expenses incurred by the Public Works Dept. while removing the snow and/or ice from the sidewalk at 7818 Terry Drive on January 15, 2010, per your request.

LABOR:

	HOURLY RATE	HOURS	TOTAL
Employee #1	$13.00	1	$13.00
Employee #2	$8.50	1	$8.50
TOTAL			$21.50

EQUIPMENT:

	HOURLY RATE	HOURS	TOTAL
1-1 ton pickup	$25.00	1	$25.00
1-1445 JD tractor/snowblower	$12.50	1	$12.50
TOTAL			$37.50

MATERIALS:

1-50 pound bag ice melt @ $7.85/bag $7.85

TOTAL LABOR, EQUIPMENT & MATERIALS **$66.85**

Due to the amount of snow, certified letters were sent. The snow was too deep to get to the front door. Mail carriers will not attempt delivery either if they cannot get to the door.

12/30/2009

Michael Standeven
7818 Terry Drive
La Vista, NE 68128

Re: Lot #1225
La Vista

To: Michael Standeven,

The City of La Vista continues to emphasize citizen participation in improving our community. Through our efforts we hope to make La Vista a safe and more attractive place.

Snow must be removed from the sidewalk within 24 hours after the cessation of the storm. Publication of this notice is published prior to the season beginning in the newspaper. After the article has been published; only one notice is required to be given by personal service or certified mail for the entire season, please read the ordinances provided. Within five (5) days after receipt of such notice, if the snow has not been removed, the City will correct the violation. All costs incurred are at the owner's expense. If you become non-compliant again this season, the City can remove the snow from your sidewalk without prior notification.

If you have any questions or concerns pertaining to this matter please contact our office at 331-4343.

Thank you,

Valerie Houloose
Valerie Houloose
Code Enforcement Inspector

1/11/2010 Not done; took pictures. Letter returned.

1/12/2010 Turned over to Public Works to clear the snow on 1/14/2010. I have a three calls from citizens on this house because it is across from Lavista West Elementary School. Kids are walking in the street, falling down ... The house is vacant.

City Hall
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La Vista, NE 68128-2198
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f: 402.331.0410

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p: 402.339.9147

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p: 402.537.3900
f: 402.537.3902

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f: 402.331.7210

Public Works
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f: 402.331.1051

Recreation
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f: 402.331.0299

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Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$5.54

12-31-09 Postmark Here

Sent To: Michael Standeven
Street, Apt. No.; or PO Box No. 7878 Terry Drive
City, State, ZIP+4 Lavista, NE 68128

PS Form 3800, August 2006 See Reverse for Instructions

La Vista
Community Pride. Progressive Vision.

To: Michael Standeven,

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If you have any questions or concerns pertaining to this matter please contact our office at 331-4343.

Thank you,

Valerie Houloose

Valerie Houloose
Code Enforcement Inspector

1/11/2010 Not done, took pictures. Letter returned.

1/12/2010 Turned over to Public Works to clear the snow on 1/14/2010. I have a three calls from citizens on this house because it is across from Lavista West Elementary School. Kids are walking in the street, falling down [illegible] The house is vacant.

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La Vista

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

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UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 005.54⁰
0003064452 DEC 30 2009
MAILED FROM ZIP CODE 68128

Michael Standeven
7818 Terry Drive
La Vista, NE 68128

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$5.54

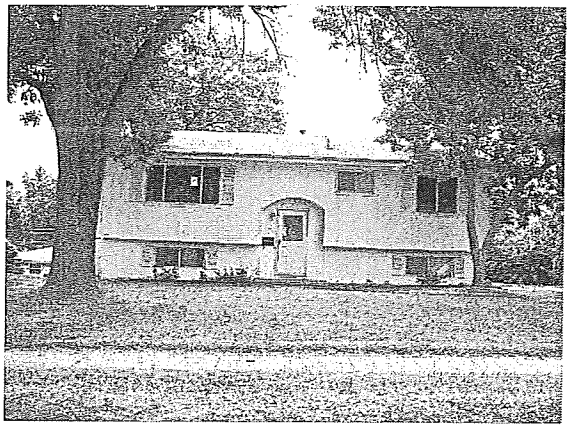
12-31-09
Postmark Here

Sent To: Michael Standeven
Street, Apt. No.; or PO Box No. 7818 Terry Drive
City, State, ZIP+4 La Vista, NE 68128

PS Form 3800, August 2006 See Reverse for Instructions

Active

Parcel Number:	010559728
Location:	07818 \TERRY DR
Owner:	STANDEVEN/MICHAEL J
C\O	
Mail Address:	7818 TERRY DR
	LA VISTA NE 68128-
Legal:	LOT 1255 LA VISTA
Tax District:	27002
Map #:	2959-14-0-30003-000-1212



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

Style:	Split Entry		
Year Built:	1972	Bedrooms	3
Bathrooms	1	Total Sqft	994
Total Bsmt Finish Sqft	816	Bsmt Total Sqft	960
Garage Type		Garage Sqft	0
Lot Depth	0	Lot Width	

Misc

Description	Sqft or Quantity
OPEN SLAB PORCH	332
SGLE 1/S FIREPLACE	1
DRIVEWAY	1

Sales Information (Updated 1/31/2010)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
9/9/2005 2005-35667	MCDANIEL/TERESITA A 7818 TERRY DR LA VISTA NE 68128-	STANDEVEN/MICHAEL J 7818 TERRY DR LA VISTA NE 68128-	$116,900	$116,900
9/10/2002 2002-35845	STAPLETON JR/TED J & TERESITA A 7818 TERRY DR LA VISTA NE 68128-	MCDANIEL/TERESITA A 7818 TERRY DR LA VISTA NE 68128-	$83,200	$83,200

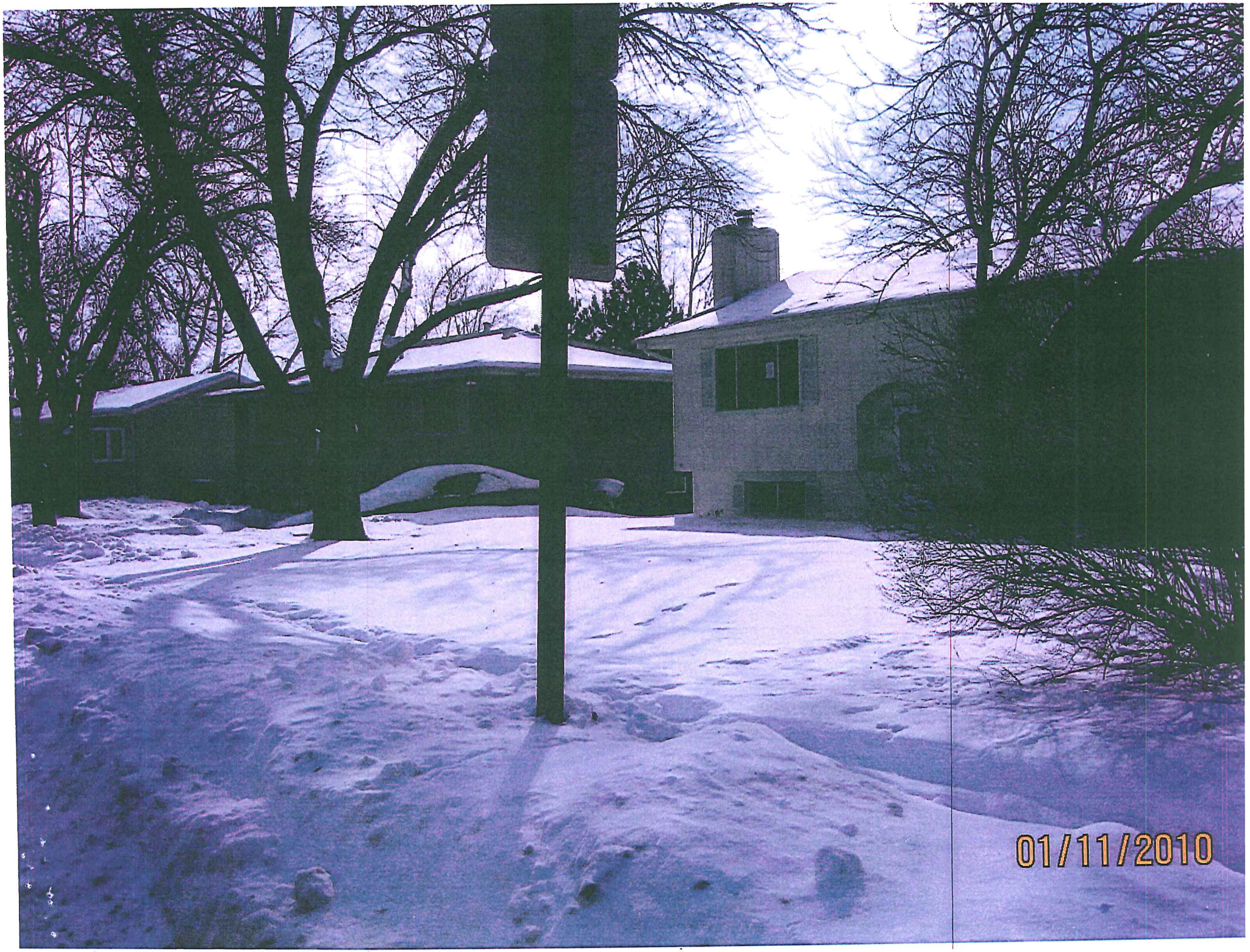
Valuation Information

Valuation
PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	$18,000	$93,514	$0	$111,514	NO
2008	$18,000	$91,195	$0	$109,195	NO
2007	$18,000	$91,596	$0	$109,596	NO
2006	$18,000	$89,678	$0	$107,678	NO
2005	$18,000	$82,150	$0	$100,150	NO
2004	$18,000	$76,653	$0	$94,653	NO
2003	$18,000	$74,432	$0	$92,432	NO
2002	$18,000	$72,009	$0	$90,009	NO
2001	$16,000	$64,620	$0	$80,620	NO
2000	$15,520	$59,534	$0	$75,054	NO


01/11/2010


01/11/2010


01/11/2010


01/22/2010


01/22/2010

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

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Dawn Ellis & Jeff Sortino
7109 S 69th Street
La Vista, NE 68128

UTF

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Total Postage & Fees $

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Sent To Dawn Ellis + Jeff Sortino
Street, Apt. No., or PO Box No. 7109 S 69TH ST
City, State, ZIP+4 La Vista NE 68128

PS Form 3800, August 2006 See Reverse for Instructions

7008 1140 0000 0134 6669

La Vista
Community Pride. Progressive Vision.

February 2, 2010

Dawn Ellis & Jeff Sortino
7109 S 69th Street
La Vista, NE 68128

RE: Lot 120 La Vista Replat

Dear Ms. Ellis and Mr. Sortino;

On December 29, 2009, your property at 7109 S 69th Street in La Vista was in violation of the City of La Vista's Municipal Code, Section 93.015 and a notice was left at the house that stated the property needed to have snow removed from the sidewalk or the City would correct the violation at the owner's expense. On January 13, 2010 the Public Works Department removed the snow and/or ice from the sidewalk on the property. A total cost of $133.79 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	$	50.00
Snow and/or Ice Removal		
Three Workers, 1 Hour Each		38.44
Equipment Cost		37.50
Material		7.85
TOTAL	$	133.79

Please remit $133.79, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on March 16, 2010, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe

Pamela A. Buethe, CMC
City Clerk

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

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

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

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

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

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

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

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

January 27, 2010

To: Valerie Houloose
Code Enforcement

Fr: Joe Soucie
Public Works Dept.

Re: Snow & Ice Removal From Sidewalk
7109 S. 69th Street

The following is a list of expenses incurred by the Public Works Dept. while removing the snow and/or ice from the sidewalk at 7109 S. 69th Street on January 13, 2010, per your request.

LABOR:

	HOURLY RATE	HOURS	TOTAL
Employee #1	$13.00	1	$13.00
Employee #2	$8.50	1	$8.50
Employee #3	$16.94	1	$16.94
TOTAL			$38.44

EQUIPMENT:

	HOURLY RATE	HOURS	TOTAL
1-1 ton pickup	$25.00	1	$25.00
1-1445 JD tractor/snowblower	$12.50	1	$12.50
TOTAL			$37.50

MATERIALS:

1-50-pound bag ice melt @ $7.85/bag	$7.85

TOTAL LABOR, EQUIPMENT & MATERIALS **$83.79**

12/29/2009

Jeff Sortino & Dawn Ellis
7109 S.69th Street
La Vista, NE 68128

Re: Lot #120
La Vista Replat

To: Jeff Sortino & Dawn Ellis,

The City of La Vista continues to emphasize citizen participation in improving our community. Through our efforts we hope to make La Vista a safe and more attractive place.

Snow must be removed from the sidewalk within 24 hours after the cessation of the storm. Publication of this notice is published prior to the season beginning in the newspaper. After the article has been published; only one notice is required to be given by personal service or certified mail for the entire season, please read the ordinances provided. Within five (5) days after receipt of such notice, if the snow has not been removed, the City will correct the violation. All costs incurred are at the owner's expense. If you become non-compliant again this season, the City can remove the snow from your sidewalk without prior notification.

If you have any questions or concerns pertaining to this matter please contact our office at 331-4343.

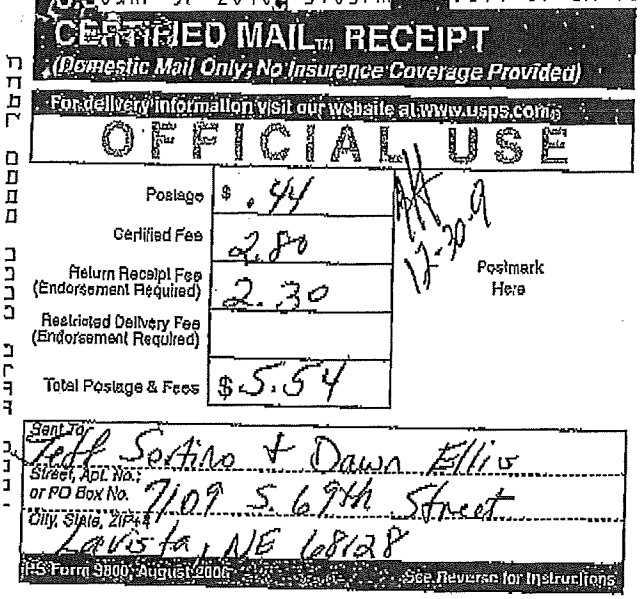
Thank you,

Valerie Houloose

Valerie Houloose
Code Enforcement Inspector

1/5/10 Not done. Took before pictures and turned over to Public Works.

1/14/2010 Public Works cleared the snow from the sidewalk. Took after pictures.



The City of La Vista continues to emphasize citizen participation in improving our community. Through our efforts we hope to make La Vista a safe and more attractive place.

Snow must be removed from the sidewalk within 24 hours after the cessation of the storm. Publication of this notice is published prior to the season beginning in the newspaper. After the article has been published; only one notice is required to be given by personal service or certified mail for the entire season, please read the ordinances provided. Within five (5) days after receipt of such notice, if the snow has not been removed, the City will correct the violation. All costs incurred are at the owner's expense. If you become non-compliant again this season, the City can remove the snow from your sidewalk without prior notification.

If you have any questions or concerns pertaining to this matter please contact our office at 331-4343.

Thank you,

Valerie Houloose

Valerie Houloose
Code Enforcement Inspector

1/5/10 Not done. Took before pictures and turned over to Public Works.

La Vista

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

7008 1140 0000 6668 9633

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 005.54⁰
0003064452 DEC 30 2009
MAILED FROM ZIP CODE 68128

RETURNED TO SENDER
REFUSED
UNABLE TO FORWARD
UNDELIVERABLE AS ADDRESSED

Jeff Sortino & Dawn Ellis
7109 S.69th Street
La Vista, NE 68128

UTF

68128$4307 C051

7008 1140 0000 6668 9633

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

Postage	$ .44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$5.54

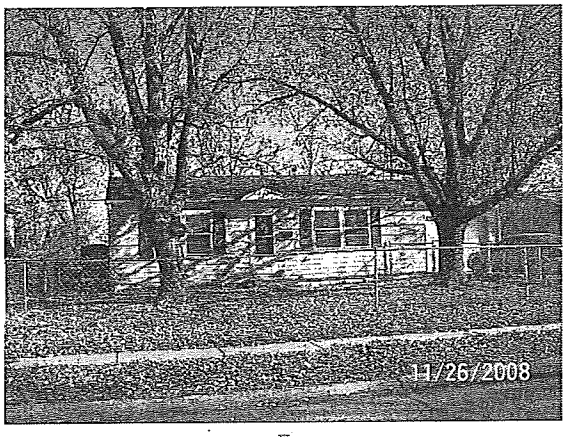
12-30-09
Postmark Here

Sent To: Jeff Sortino & Dawn Ellis
Street, Apt. No.; or PO Box No. 7109 S. 69th Street
City, State, ZIP+4 La Vista, NE 68128

PS Form 3800, August 2006 See Reverse for Instructions

Active

Parcel Number:	010338438
Location:	07109 \S 69TH ST
Owner:	ELLIS/DAWN
C\O	& JEFF SORTINO
Mail Address:	7109 S 69TH ST
	LA VISTA NE 68128-
Legal:	LOT 120 LA VISTA REPLAT
Tax District:	27002
Map #:	2959-13-2-30051-000-0125



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

Style:	Ranch		
Year Built:	1962	Bedrooms	2
Bathrooms	1	Total Sqft	792
Total Bsmt Finish Sqft	0	Bsmt Total Sqft	0
Garage Type	Attached	Garage Sqft	336
Lot Depth	101	Lot Width	60

Misc

Description	Sqft or Quantity
OPEN SLAB PORCH	240
DRIVEWAY	1

Sales Information (Updated 1/31/2010)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
4/19/2006 2006-13816	ELLIS/DAWN M 7109 S 69TH ST LA VISTA NE 68128-0000	ELLIS/DAWN & JEFF SORTINO 7109 S 69TH ST LA VISTA NE 68128-	$35,000	$35,000
9/6/1996 1996-21199			$54,000	$54,000
9/18/1995 1995-16709			$49,250	$49,250

Valuation Information

Valuation
PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	$18,000	$63,744	$0	$81,744	NO
2008	$18,000	$60,502	$0	$78,502	NO
2007	$18,000	$56,470	$0	$74,470	NO
2006	$18,000	$55,169	$0	$73,169	NO
2005	$18,000	$50,667	$0	$68,667	NO
2004	$18,000	$47,115	$0	$65,115	NO
2003	$18,000	$45,330	$0	$63,330	NO
2002	$18,000	$43,191	$0	$61,191	NO


01/05/2010


01/05/2010


01/14/2010


01/14/2010

CERTIFIED MAIL™

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

7008 1140 0000 6669 0165

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 005.54⁰
0003064452 FEB 02 2010
MAILED FROM ZIP CODE 68128

RETURN TO SENDER
FORWARDING ORDER
EXPIRED

William M. Robey
7354 S 70th Street
La Vista, NE 68128

68128$2084 C051

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $

Postmark Here

Sent To William M. Robey
Street, Apt. No.; or PO Box No. 7354 S 70TH ST
City, State, ZIP+4 LA VISTA NE 68128

PS Form 3800, August 2006 See Reverse for Instructions

7008 1140 0000 6669 0165

La Vista
Community Pride. Progressive Vision.

February 2, 2010

William M. Robey
7354 S 70th Street
La Vista, NE 68128

RE: Lot 202 La Vista Replat

Dear Mr. Robey:

On December 29, 2009, your property at 7354 S 70th Street in La Vista was in violation of the City of La Vista's Municipal Code, Section 93.015 and a notice was left at the house that stated the property needed to have snow removed from the sidewalk or the City would correct the violation at the owner's expense. On January 13, 2010 the Public Works Department removed the snow and/or ice from the sidewalk on the property. A total cost of $141.64 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	$	50.00
Snow and/or Ice Removal		
Three Workers, 1 Hour Each		38.44
Equipment Cost		37.50
Material		15.70
TOTAL	$	141.64

Please remit $141.64, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on March 16, 2010, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A Buethe

Pamela A. Buethe, CMC
City Clerk

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

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8116 Park View Blvd.
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8305 Park View Blvd.
p: 402-339-9147

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

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

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

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

January 27, 2010

To: Valerie Houloose
Code Enforcement

Fr: Joe Soucie
Public Works Dept.

Re: Snow & Ice Removal From Sidewalk
7354 S. 70th Street

The following is a list of expenses incurred by the Public Works Dept. while removing the snow and/or ice from the sidewalk at 7354 S. 70th Street on January 13, 2010, per your request.

LABOR:

	HOURLY RATE	HOURS	TOTAL
Employee #1	$13.00	1	$13.00
Employee #2	$8.50	1	$8.50
Employee #3	$16.94	1	$16.94
TOTAL			$38.44

EQUIPMENT:

	HOURLY RATE	HOURS	TOTAL
1-1 ton pickup	$25.00	1	$25.00
1-1445 JD tractor/snowblower	$12.50	1	$12.50
TOTAL			$37.50

MATERIALS:

2-50 pound bags ice melt @ $7.85/bag	$15.70

TOTAL LABOR, EQUIPMENT & MATERIALS **$91.64**

12/29/2009

William Robey
7354 S. 70th Street
La Vista, NE 68128

Re: Lot #202
La Vista Replat

To: William Robey,

The City of La Vista continues to emphasize citizen participation in improving our community. Through our efforts we hope to make La Vista a safe and more attractive place.

Snow must be removed from the sidewalk within 24 hours after the cessation of the storm. Publication of this notice is published prior to the season beginning in the newspaper. After the article has been published; only one notice is required to be given by personal service or certified mail for the entire season, please read the ordinances provided. Within five (5) days after receipt of such notice, if the snow has not been removed, the City will correct the violation. All costs incurred are at the owner's expense. If you become non-compliant again this season, the City can remove the snow from your sidewalk without prior notification.

If you have any questions or concerns pertaining to this matter please contact our office at 331-4343.

Thank you,
Valerie Houloose
Valerie Houloose
Code Enforcement Inspector

1/5/10 Not done. Took before pictures and turned over to Public Works.

1/12/2010 The City does not want to pursue because there is so much snow and we cannot keep up with our own removal.

1/14/2010 Public Works cleared the snow. Took after pictures.

Jan. 5. 2010 3:03PM CITY OF LA VISTA

U.S. CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$5.54

12-30-9
Postmark Here

Sent To: William Robey
Street, Apt. No.; or PO Box No.: 7354 S. 76th Street
City, State, ZIP+4: Lousville, NE 68128

PS Form 3800, August 2006 See Reverse for Instruc

7009 0820 0001 1611 0009

The City of La Vista continues to emphasize citizen participation in improving our community. Through our efforts we hope to make La Vista a safe and more attractive place.

Snow must be removed from the sidewalk within 24 hours after the cessation of the storm. Publication of this notice is published prior to the season beginning in the newspaper. After the article has been published; only one notice is required to be given by personal service or certified mail for the entire season, please read the ordinances provided. Within five (5) days after receipt of such notice, if the snow has not been removed, the City will correct the violation. All costs incurred are at the owner's expense. If you become non-compliant again this season, the City can remove the snow from your sidewalk without prior notification.

If you have any questions or concerns pertaining to this matter please contact our office at 331-4343.

Thank you,

Valerie Houloose

Valerie Houloose
Code Enforcement Inspector

1/5/10 Not done. Took before pictures and turned over to Public Works.

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

CERTIFIED MAIL™

7008 1140 0000 6668 9640

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 005.54⁰
0003064452 DEC 30 2009
MAILED FROM ZIP CODE 68128

NOT DELIVERABLE AS ADDRESSED, UNABLE TO FORWARD

NOT DELIVERABLE AS ADDRESSED, UNABLE TO FORWARD

William Robey
7354 S.70th Street
La Vista, NE 68128

UTF

68128$2084 C051

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$5.54

12-30-9
Postmark Here

Sent To William Robey
Street, Apt. No.; or PO Box No. 7354 S. 70th Street
City, State, ZIP+4 Lavista, NE 68128

PS Form 3800, August 2006 See Reverse for Instructions

7008 1140 0000 6668 9640

Active

Parcel Number:	010347402
Location:	07354 \S 70TH ST
Owner:	ROBEY/WILLIAM M
C\O	
Mail Address:	7354 S 70TH ST
	LA VISTA NE 68128-0000
Legal:	LOT 202 LA VISTA REPLAT
Tax District:	27002
Map #:	2959-13-2-30051-000-0238



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

Style:	Ranch		
Year Built:	1960	Bedrooms	2
Bathrooms	1	Total Sqft	792
Total Bsmt Finish Sqft	0	Bsmt Total Sqft	580
Garage Type	Attached	Garage Sqft	312
Lot Depth	100	Lot Width	60

Misc

Description	Sqft or Quantity
OPEN SLAB PORCH	80
CONCRETE STOOP	144
DRIVEWAY	1

Sales Information (Updated 1/31/2010)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price

Valuation Information

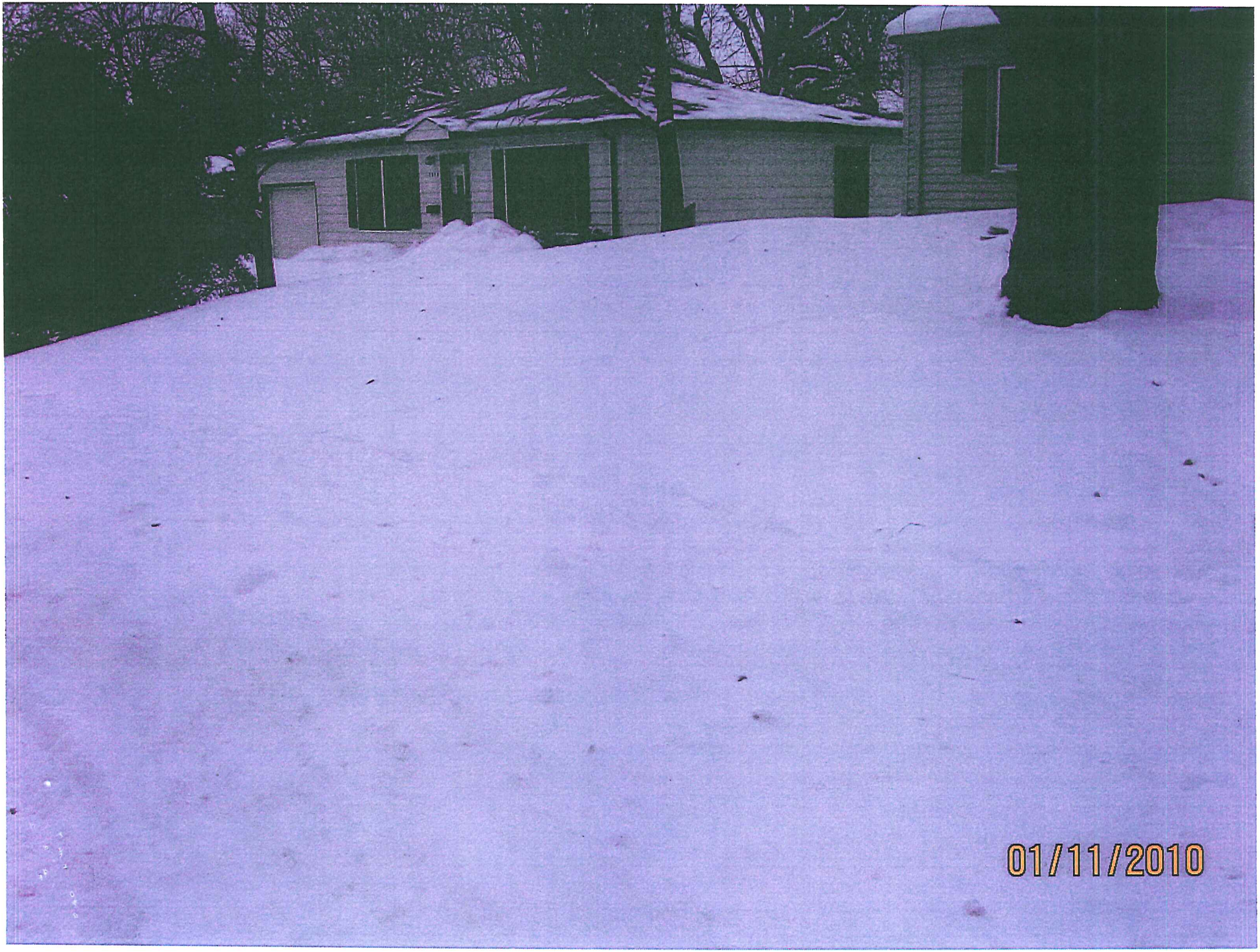
Valuation
PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	$18,000	$71,211	$0	$89,211	NO
2008	$18,000	$67,814	$0	$85,814	NO
2007	$18,000	$66,909	$0	$84,909	NO
2006	$18,000	$65,524	$0	$83,524	NO
2005	$18,000	$60,182	$0	$78,182	NO
2004	$18,000	$56,136	$0	$74,136	NO
2003	$18,000	$54,575	$0	$72,575	NO
2002	$18,000	$58,165	$0	$76,165	NO
2001	$16,000	$44,973	$0	$60,973	NO
2000	$15,520	$41,563	$0	$57,083	NO
1999	$15,360	$42,361	$0	$57,721	NO
1998	$11,280	$41,508	$0	$52,788	NO
1997	$51,876			$51,876	NO
1996	$45,060			$45,060	NO
1995	$41,401			$41,401	NO
1994	$35,126			$35,126	NO
1993	$33,775			$33,775	NO
1992	$33,775			$33,775	NO
1991	$31,180			$31,180	NO
1990	$31,180			$31,180	NO

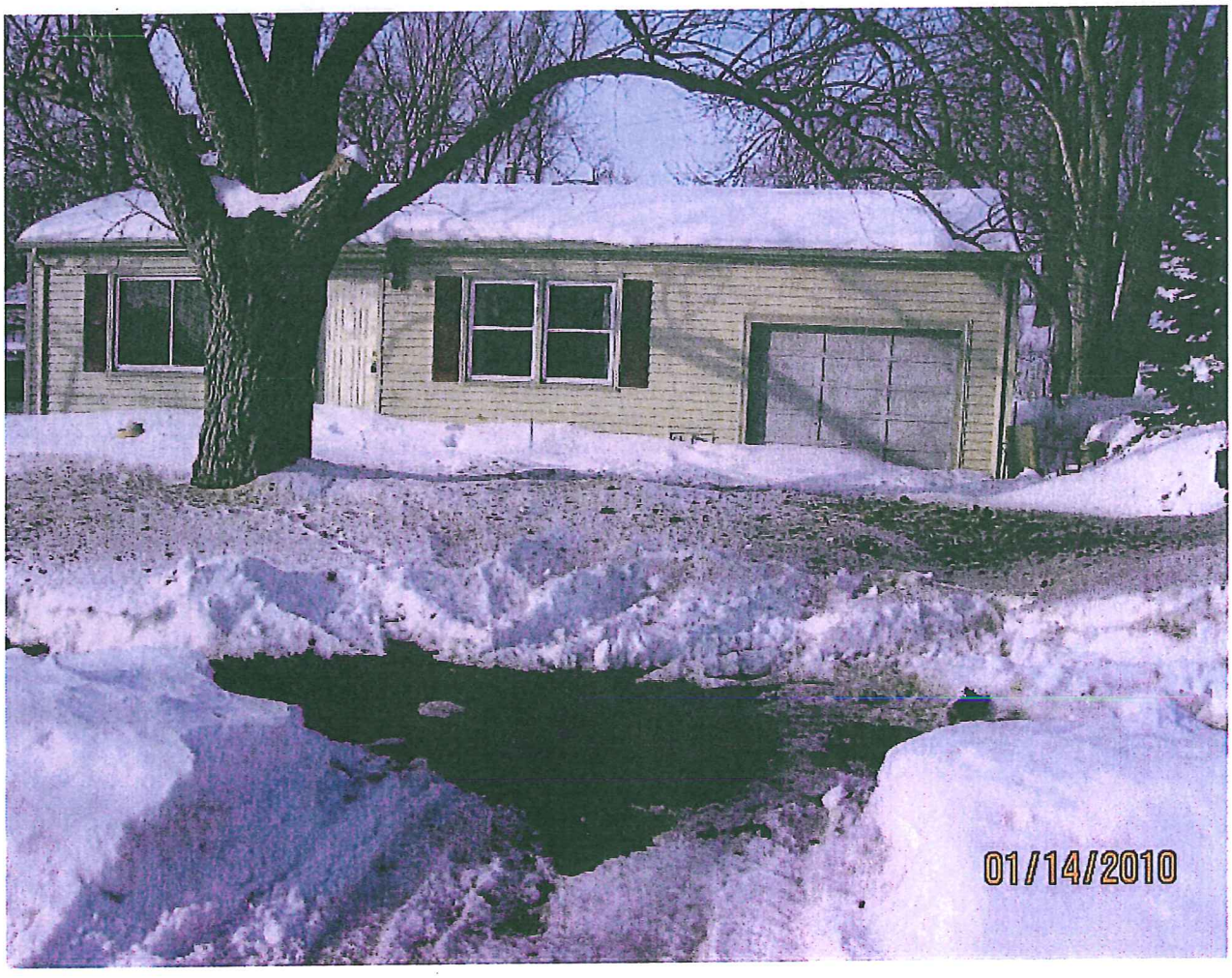

01/05/2010


01/05/2010


01/11/2010


01/11/2010


01/14/2010


01/14/2010


01/14/2010


01/14/2010