

**AGENDA ITEM 4 B**

**GATEWAY COLLISION AND REPAIR CENTER, LLC**

**CONDITIONAL USE PERMIT**

**PLANNING COMMISSION MEETING**

**JUNE 17, 2010**



**CITY OF LA VISTA  
PLANNING DIVISION**

**RECOMMENDATION REPORT**

CASE NUMBER: \_\_\_\_

FOR HEARING OF: June 17, 2010  
Report Prepared on May 28, 2010

**I. GENERAL INFORMATION**

- A. APPLICANT:** Gateway Collision and Repair Center, LLC - Ben and Sandy Toscano
- B. PROPERTY OWNER:** Gateway Collision and Repair Center, LLC - Ben and Sandy Toscano (purchase option)
- C. LOCATION:** Lot 47, Brook Valley Business Park
- D. LEGAL DESCRIPTION:** Lot 47, Brook Valley Business Park, Sarpy County, Nebraska
- E. REQUESTED ACTION(S):** Development of an automotive repair services facility as conditionally permitted I-1 Zone District in the City of La Vista Zoning Ordinance.
- F. EXISTING ZONING AND LAND USE:**  
I-1 Light Industrial District; the property is currently vacant.
- G. PROPOSED USES:** The Conditional Use Permit would allow for automotive repair services, specifically collision and mechanical automotive repair in a within a 15,000 sq ft building.
- H. SIZE OF SITE:** 1.93 acres

**II. BACKGROUND INFORMATION**

- A. EXISTING CONDITION OF SITE:** The property is currently vacant, with a gradual downward slope to the west.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
  - 1. **North:** Harrison Street; R-4, High Density Single-Family Residential (Omaha)
  - 2. **East:** Brook Valley Business Park; I-1 Light Industrial
  - 3. **South:** Brook Valley Business Park; I-2 Heavy Industrial
  - 4. **West:** Brook Valley Business Park; I-2 Heavy Industrial
- C. RELEVANT CASE HISTORY:** N/A.

### III. ANALYSIS

- A. **COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for industrial uses.
- B. **OTHER PLANS:** Building plans for the construction will be submitted soon.
- C. **TRAFFIC AND ACCESS:**
  - 1. Access would be from egress / ingress drives on 110<sup>th</sup> Street and Emiline Street. The peak hour traffic associated with this facility will be rather light and does not warrant a traffic impact study.
- D. **UTILITIES:** All utilities are available to the site.
- E. **PARKING REQUIREMENTS:**
  - 1. Parking requirements would follow the minimum needed for a automotive repair services facility. Regulations require 3 stalls per repair stall. The site plan shows 51 parking stalls, meeting the requirement.
- F. **LANDSCAPING:** The property is *not* located within the Gateway Corridor. The site plan conforms with the 1 tree per 40 linear feet of perimeter street frontage. The site will need to be developed in conformance with Sections 7.17.03 and 7.17.04 of the zoning ordinance.

### IV. REVIEW COMMENTS:

- 1. The proposed driveway onto 110<sup>th</sup> Street may have difficulty serving inbound traffic during peak hours due to traffic stacked on northbound 110<sup>th</sup> waiting to access Harrison Street. However, the traffic desiring to enter this site can proceed south to the entrance proposed onto Emiline Street. The peak hour traffic associated with this facility will be rather light and does not warrant a traffic impact study
- 2. Applicant has noted a desire to conduct auto sales of rebuilt vehicles. A condition included within the draft CUP places limits on the number of vehicles for sale at any one given time and how they are displayed and advertised.
- 3. The site plan includes 51 parking stalls, allowing for the collision and repair center aspects of the proposed use. However, the auto sales aspect pushes the number of parking spaces required beyond the 51 parking spaces supplied within the site plan. A justification report has been provided noting the adequacy of the 51 parking spaces for all the uses proposed on the site. City Engineer John Kottmann concurs with the findings of this report.

4. The proposed development will require a grading permit with erosion control compliance since the disturbed area will exceed one acre.
5. A post-construction storm water management plan will be required as part of the grading permit and building permit process.

**V. STAFF RECOMMENDATION:**

Approval of the Conditional Use Permit for Gateway Collision and Repair, LLC.

**VI. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Draft CUP
3. Applicant's written proposal
4. City Engineer's Report

**VII. COPIES OF REPORT TO:**

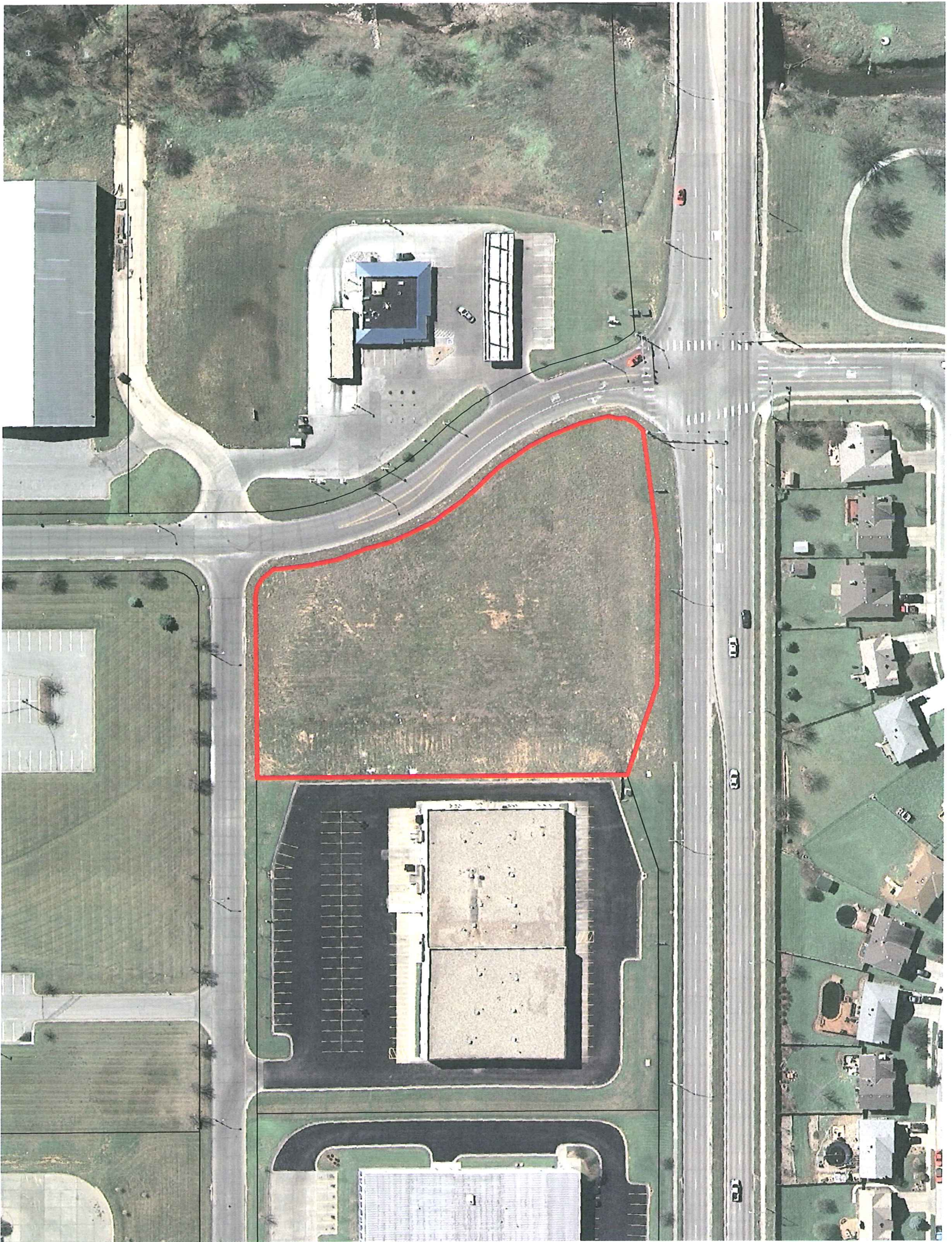
1. Ben and Sandy Toscano, Applicant
2. Robert Torson, Robert Torson Architects
3. Public Upon Request

  
Prepared by:

\_\_\_\_\_  
Community Development Director

6-11-10  
\_\_\_\_\_  
Date







## **City of La Vista Conditional Use Permit**

### **Conditional Use Permit for a Automotive Repair Service**

This Conditional Use Permit issued this 20th day of July, 2010, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Ben and Sandy Toscano ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate an Automotive Repair Service upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 47, Brook Valley Business Park, in Sarpy County, Nebraska, excepting therefrom that portion dedicated to the public for public use in the Plat and Dedication for Street Widening, filed July 1, 2002 as Instrument No. 2002-24348.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating an Automotive Repair Service; and

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

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

#### **Conditions of Permit**

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

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the proposed Use:
  - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures and orientation, parking, access points, and drives is approved by the City and attached to the permit as "Exhibit A". Access will be from 110th Street and Emiline Street. The primary entrance will be from the access on 110th Street.
  - b. Hours of operation for said Automotive Repair Service will be from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m to 1:00 p.m. on Saturday.
  - c. There will be up to 10 employees on site per shift.
  - d. The site will be comprised of a 15,000 square building, required parking and landscaping.
  - e. Deliveries must correspond with store business hours and shall be restricted to off-peak traffic hours when reasonable.
  - f. The premises shall be developed and maintained in accordance with the site plan (Exhibit A) and elevations (Exhibit B) as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Chief Building Official for approval.
  - g. There shall be no storage, placement or display of goods, supplies or any other material, substance,

container or receptacle outside of the facility, except trash receptacles and those approved in writing by the City. All dumpsters and trash bins shall maintain a solid 6-foot enclosure around each unit constructed of materials complimentary to the main building.

- h. Automobile sales are limited to four (4) automobiles available for sale at any one time. Owner shall maintain a dealer license at all times while vehicles for sale are on the lot. All automobiles available for sale shall be parked within the structure after regular business hours. No signage advertising the automobile sales shall be allowed, except for one window sign, provided that it meets Section 7.01.05 of the City of La Vista Zoning Ordinance.
  - i. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete.
  - j. All permanent and temporary signs shall comply with the City's sign regulations.
  - k. Owner shall abide by all aspects of City of La Vista Zoning Ordinance Section 7.16 – *Performance Standards for Industrial Uses*.
  - l. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
  - m. The owner shall make annual inspections of the premises and structures, and the operation thereof for any hazard or risk, including, but not limited to, those of an environmental or safety nature. The owner shall take immediate action to protect persons, property and the environment from any damage, injury or loss, or risk thereof, arising out of or resulting from any hazard or risk on the premises and to abate any hazard or risk and remove it from the premises in accordance with any applicable laws, rules or regulations, as amended or in effect from time to time.
  - n. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
  - o. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
  - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
  - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.
4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
- a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.

- c. Owner's construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit.
  - d. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
5. If the permitted use is not commenced within one (1) year from July 20, 2010, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
  6. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
  7. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

#### **Miscellaneous**

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

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

**Contact Name and Address:** Ben & Sandy Toscano  
Gateway Collision and Repair  
5885 South 118<sup>th</sup> Circle  
Omaha, NE 68137

**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 Kendig, Mayor

Attest:

\_\_\_\_\_  
Pam Buethe  
City Clerk

**CONSENT AND AGREEMENT**

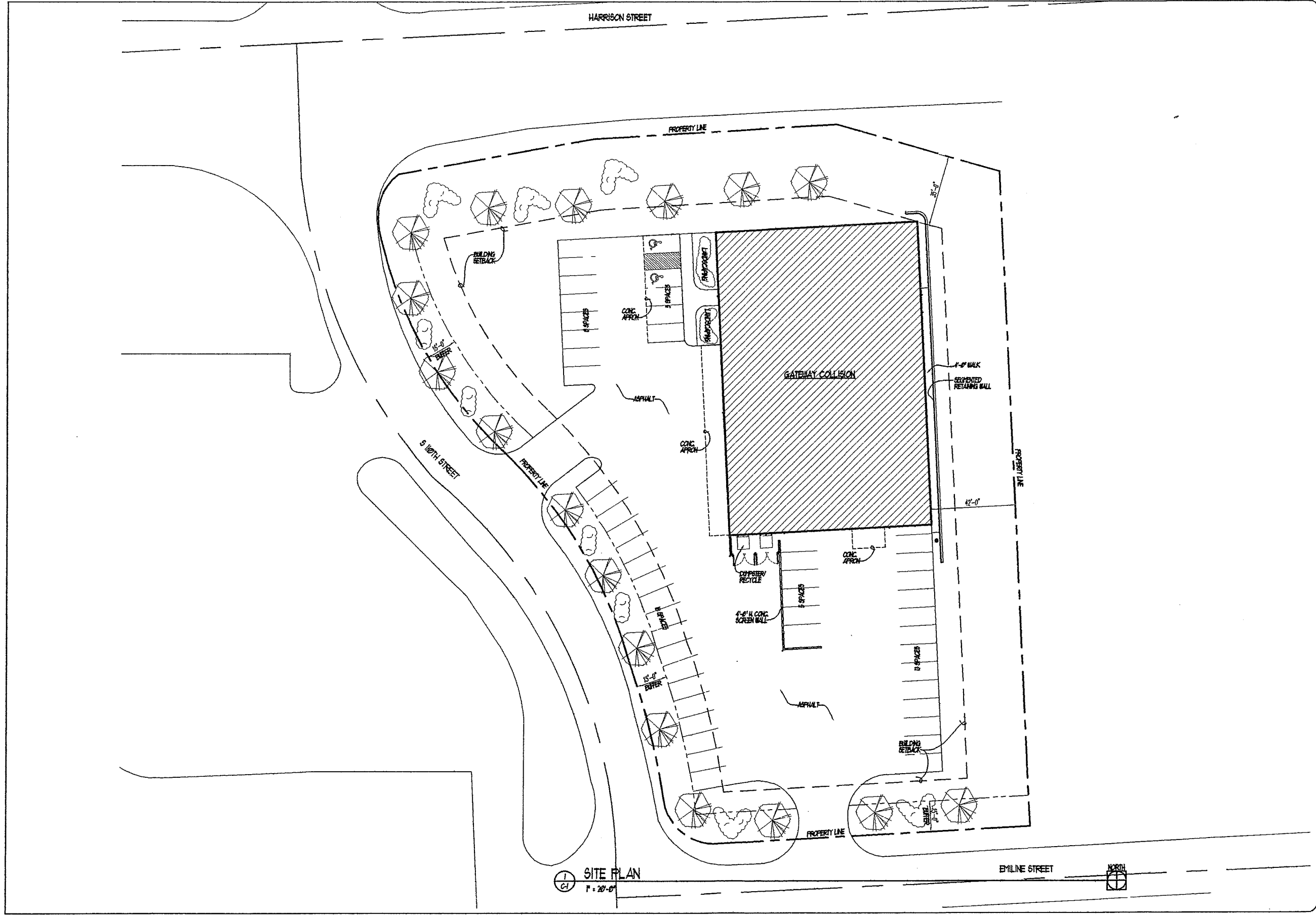
The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and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

Owner:

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

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

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



**RTA**  
 GATEWAY COLLISION CENTER  
 110TH & EMILINE STREET  
 LA VISTA, NE 68128  
 MAY. 04, 2000  
 C-1

**SITE PLAN**

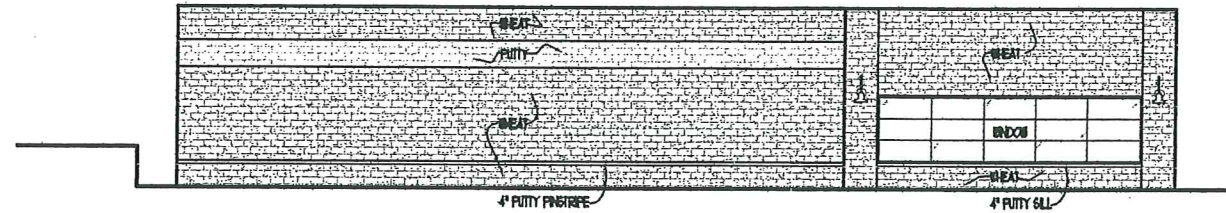
ROBERT TORSON ARCHITECTS

6542 South 118th Street • Omaha, Nebraska 68137 • (402) 399-0225

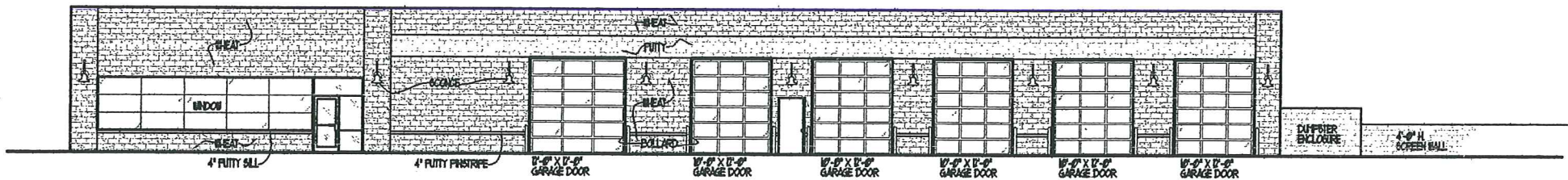
**EXHIBIT A**



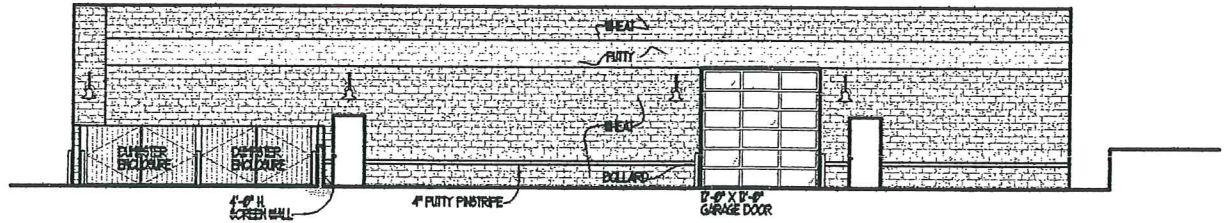
1  
2 NORTH SIDE ELEVATION  
1/8" = 1'-0"



1  
2 WEST SIDE ELEVATION  
1/8" = 1'-0"



3  
1 SOUTH SIDE ELEVATION  
1/8" = 1'-0"



EXTERIORS

GATEWAY COLLISION CENTER  
110TH & EMLINE STREET  
LA VISTA, NE 68128

ROBERT TORSON ARCHITECTS

6542 South 118th Street • Omaha, Nebraska 68137 • (402) 399-0225



EXHIBIT B

MAY. 04, 2010  
A-2

**June 9, 2010**

**Mr. Christopher Solberg, AICP**

**City Planner**

**8116 Park View Blvd.**

**La Vista, NE 68128**

**Parking Narrative** in response to a letter of concern about the number of parking stalls for the proposed Gateway Collision Center at 110<sup>th</sup> & Harrison Street.

We are providing 51 stalls per the zoning regulations for a repair shop. The concern is that we are also a Licensed Car Dealer and do sell a very limited number of cars. The following narrative is to address this concern.

Gateway Collision & Repair Center is a full service body and mechanical shop servicing all makes and models of cars and light trucks. In addition to vehicle repair we do hold a current auto Dealer's License. The Dealer's license is used to buy lightly damaged cars. The cars are used as "filler work" when the body shop is slow. There are usually no more than 4-5 cars total. Of the 4-5 cars, 2 are driven by myself and Sandy. That leaves 2-3 cars that would ever be displayed. These cars, again, would be put inside every evening.

All cars that are present for body work and are actively being worked on, are inside the building. They are all by appointment, and can therefore be controlled by the indoor stalls available. There could be as many as 11 stalls available for damaged cars awaiting evaluation by an insurance company. These cars/stalls are all behind the 4' high buffer wall to the south of the building. This number is more than adequate.

We will at maximum have 10 employees.

Sandy and I will have 2 cars



We are providing 5 stalls for Mechanical work. The normal schedule for mechanical repair bays would be a maximum of 4 per bay per day. That is a total of 20 cars on site per day. 5 would be inside....leaving 15 for parking considerations. They will typically come and go throughout the day, but for the sake of a worst case scenario we will consider 15 to be using parking stall on the lot.

<b>Stall for insurance in processing (behind wall)</b>	<b>11 stalls</b>
<b>Employees (maximum)</b>	<b>10 stalls</b>
<b>Sandy and Ben</b>	<b>2 stalls</b>
<b>Insurance adjuster/</b>	<b>1 stall</b>
<b>Deliveries</b>	<b>1 stall</b>
<b>Car waiting for service</b>	<b>15 stalls</b>
<b>3 Cars for sale</b>	<b><u>3 stalls</u></b>
<b>Total needed</b>	<b>43 stalls</b>

This leaves us with an excess of 8 stalls more than what we perceive to need. It is our contention that the 51 parking stalls that we are providing will be more than adequate for the parking needs of our business.

We are hopeful that the above explains how our business works, and its need for on-site parking. We feel that the 51 parking stalls will be more than adequate for our needs.

Respectfully submitted,

Ben and Sandy Toscano

Gateway Collision & Repair Center, LLC



May 12, 2010

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

RE: Conditional Use Permit Application-Initial Review  
Gateway Collision-Lot 47, Brook Valley Business Park  
Proposed Auto Repair Services in I-1 Zoning

Chris:

I have reviewed the site plan and documents accompanying the application that I received from you for a proposed conditional use permit for the Gateway Collision and Repair facility. Based on the elements for consideration set forth in Article 6.05 of the Zoning Regulations, I have the following comments:

1. The applicant has identified needing 51 parking stalls based on the code requirement of 3 stalls per service bay for auto repair services. The site plan shows on 49 stalls. Also a stall count of 51 stalls would require 3 ADA stalls instead of 2 stalls as shown.
2. The proposed driveway onto 110<sup>th</sup> Street may have difficulty serving inbound traffic during peak hours due to traffic stacked on northbound 110<sup>th</sup> waiting to access Harrison Street. However, the traffic desiring to enter this site can proceed south to the entrance proposed onto Emiline Street. The peak hour traffic associated with this facility will be rather light and does not warrant a traffic impact study.
3. The proposed development will need to comply with the Post Construction Storm Water Management regulations. In this case that will require maintaining post-construction peak storm water flows for 2-year storm events to pre-development conditions and treating the first one-half inch of runoff for water quality improvements if reasonably practical to do so. The reason for pointing this out at this time is that this could affect the site layout in providing space for storm water management in open areas. The alternative is to use underground storage which will have an economic impact. It also relates to the requirement set forth in Article 6.05.04.
4. The applicant should provide information on the level of noise and odors that can be expected, especially since there are residential properties close by.

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

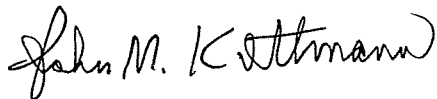
Recreation  
8116 Park View Blvd.  
p: 402-331-3455  
f: 402-331-0299

5. The applicant has noted using waterborne paints. Information is needed as to whether these paints will totally replace solvent-based paints at this facility. Also, information is needed on how cleaning fluids from the water-based paints will be kept from the sewer system prior to a building permit being issued.

I do not have any other comments related to Article 6.05 considerations, however, I have some general comments for your consideration.

- A. The proposed development will require a grading permit with erosion control compliance since the disturbed area will exceed one acre.
- B. A post-construction storm water management plan will be required as part of the grading permit and building permit process.
- C. I have driven by the applicant's current facility at 5885 South 118<sup>th</sup> Circle. I noticed that there is a banner out front stating auto sales. If the applicant proposes such activities at this location, then they will need to include such in their application and address the related parking requirements.

Please feel free to contact me if you have questions about my recommendations.

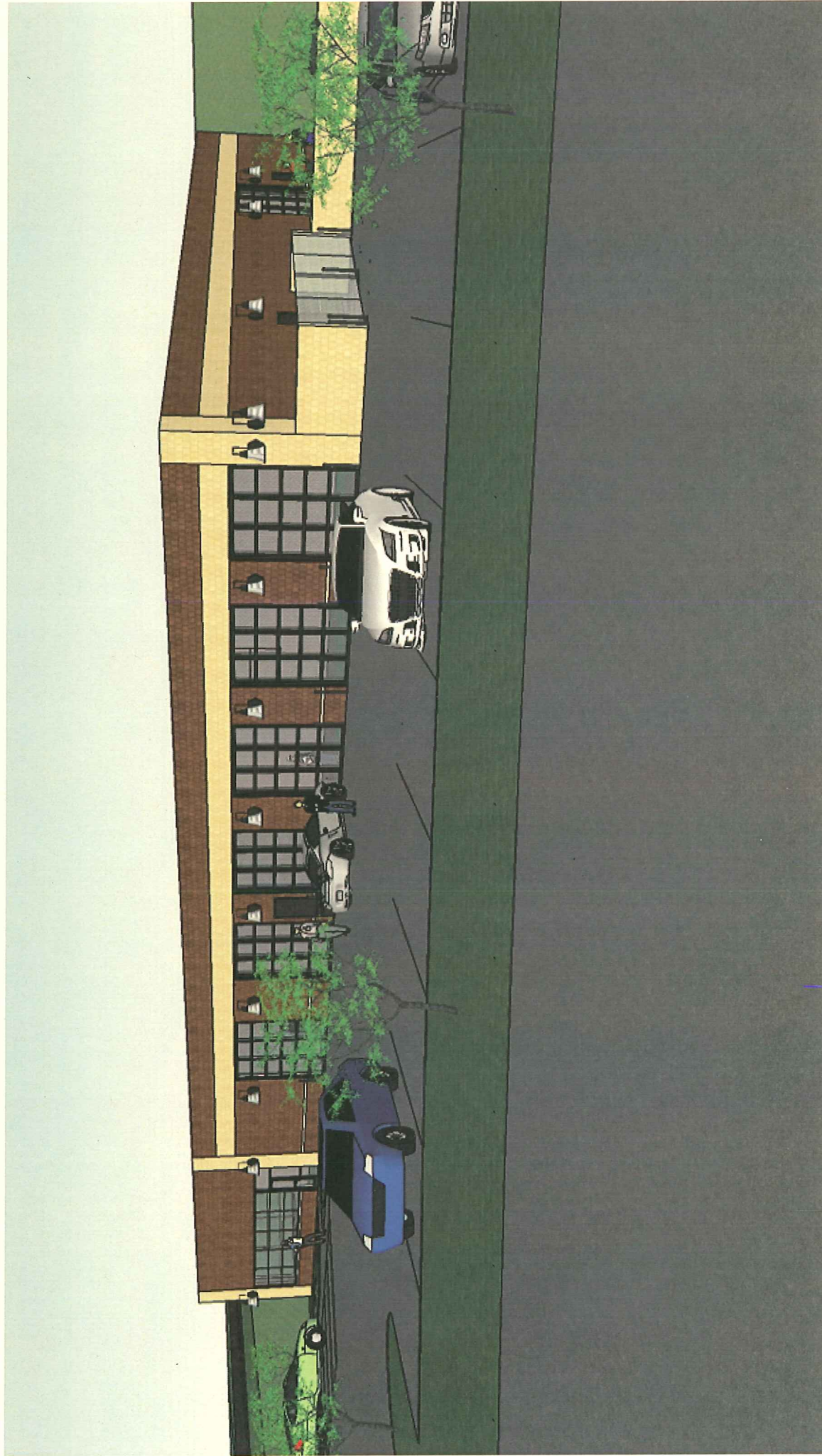


John M. Kottmann

City Engineer

Cc file

Application for a Conditional Use Permit  
110<sup>th</sup> & Harrison





March 4, 2010

## Application for a Conditional Use permit

For improvements to a lot at  
The southeast corner of  
110<sup>th</sup> and Harrison street  
LaVista, NE 68137

Gateway Collision and Repair  
Sandy and Ben Toscano

Prepared by:  
Robert Torson Architects  
6542 south 118<sup>th</sup> street  
Omaha, Ne 68137  
402-399-0225



## Application for a Conditional Use permit

### Table of Contents

Application  
Narratives  
300 feet search  
Surveyor's certificate  
Purchase Agreement  
Drawings and sketches



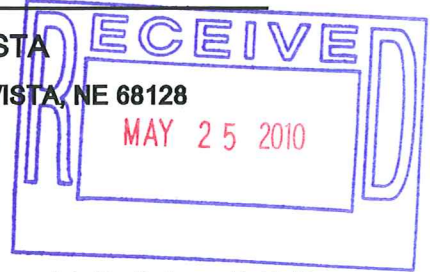


## PLANNING & ZONING APPLICATION

CITY OF LA VISTA

8116 PARK VIEW BLVD., LA VISTA, NE 68128

402-331-4343



### Check Application/s Submitted:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Comprehensive Plan Amendment      | <input type="checkbox"/> Administrative Plat        | <input type="checkbox"/> Preliminary P. U. D.   |
| <input type="checkbox"/> Rezoning                          | <input type="checkbox"/> Preliminary Plat*          | <input type="checkbox"/> Final P.U.D.           |
| <input type="checkbox"/> Zoning/Subdivision Amendment      | <input type="checkbox"/> Revised Preliminary Plat   | <input type="checkbox"/> Building Design Review |
| <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Final Plat                 | <input type="checkbox"/> Site Plan Review       |
| <input type="checkbox"/> Conditional Use Permit Amendment  | <input type="checkbox"/> Replat or Small Tract Sub. | <input type="checkbox"/> Other: _____           |
| <input type="checkbox"/> Tower Development Permit          | <input type="checkbox"/> Vacation of Plat           | _____   |

\*A pre-application meeting is required prior to submittal.

### A. General Information

#### 1. APPLICANT

Name: BEN & SANDY TOSCANO Contact: SANDY.  
Address: 5885 SOUTH 118TH CIRCLE  
City/State/Zip: OMAHA, NE. 68137  
Phone/Fax: 402.932.0500 FAX: 402.934.1586  
Email address: GATEWAYAUTO@GA.OMHCOXMAIL.COM

#### 2. PROPERTY OWNER (If not the same as applicant above):

Name: SAME. Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
Email address: \_\_\_\_\_

#### 3. ENGINEER/SURVEYOR OR ARCHITECT:

Name: ROBERT TORSON ARCHITECTS Contact: BOB TORSON  
Address: 6542 SOUTH 118TH STR.  
City/State/Zip: OMAHA, NE. 68137.  
Phone/Fax: 402.399.0225  
Email address: RTORSON@ROBERTTORSONARCHITECTS.NET.

4. **PRIMARY PROJECT CONTACT (applicant, representative, or other):**

Name: BEN & SANDY TOSCANO Contact: BEN  
Address: 5885 S 118<sup>TH</sup> CIR  
City/State/Zip: OMAHA, NE 68137  
Phone/Fax: (402) 932-0500 / FAX (402) 934-1586  
Email address: GATEWAYAUTO @ GA.OMHCOXMAIL.COM

- 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.**

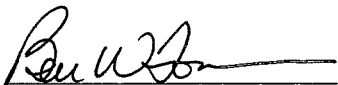
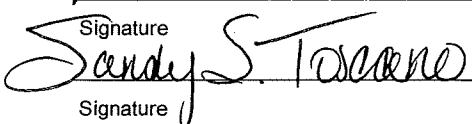
Please note that your application will not be accepted or there may be a delay in processing by the Community Development Department if any of the required information or materials are missing or improperly presented. In order to ensure that a complete application is provided and to avoid unnecessary 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.

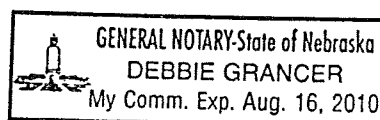
- ☒ I (We) (am) (are) the sole owner(s) of the property.  
☐ I have the power of attorney from the property owner(s) authorizing the application and a copy of the authorization is attached.  
☐ I am the attorney at law representing the owner(s) and a copy of the authorization is attached.

	<u>BEN W TOSCANO</u>	<u>5885 S 118<sup>TH</sup> CIR OMAHA, NE 681</u>
Signature	Print Name	Address
	<u>SANDY S TOSCANO</u>	<u>5885 S 118<sup>TH</sup> CIR OMAHA, NE 681</u>
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







- e. Total building floor area: 15,000 gross square feet.  
f. Total number of parking spaces: Provided 52 Covered \_\_\_\_\_ Uncovered \_\_\_\_\_  
g. Total number of persons employed or intended to be regularly employed on the site during the maximum working shift 10.

12. Building Height: 19 feet 1 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):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **GATEWAY COLLISION & REPAIR CENTER, LLC**

**Gateway Collision Center is a full service auto body and repair shop. The shop is currently located at 5885 S. 118<sup>th</sup> Circle in the Gateway I-80 Business Park. The shop owners are Ben and Sandy Toscano, the shop manager is Arthur VanHorn, Jr.**

**Sandy and I opened Gateway Collision Center, LLC in June of 2002. On June 1<sup>st</sup> we will have been in business for eight years. Our current location is approximately 6,000 square feet. We currently employ two body technicians, one painter, one mechanic and one detailer. In the new LaVista location we expect to at least double our current staff. We expect to have a total of 10 employees at this location at any one time. Our hours of operation are 7:00 a.m. to 6:00 p.m. Monday thru Friday. Saturday hours will be 8:00 a.m. to 1:00 p.m. for the service bays. Closed on Sundays.**

**The drawings that have been prepared, and included, represent a commitment to a first-class facility. The exterior of the building, as well as the site amenities, will be an attractive and thoughtful addition to the existing neighborhood. The interior finishes of the public areas will be equally as attractive, functional, and comfortable for our customers. We have worked relentlessly to gain a reputation and referral base. The construction of our new facility is our commitment to the "next step" in our plan to grow our business. The new and improved Gateway Collision & Repair Center, LLC will offer a new concept not found in any other repair facility. Our new facility will be an "all inclusive shop". Some of the offerings will be full service collision & mechanical repair, wheel alignments, auto detailing, window tinting, glass replacement, wheel & tire sales and engine diagnostics. We also offer a free shuttle service to and from work or home.**

**Gateway Collision & Repair will employ state of the art equipment such as an Ameri-Cure Waterborne Paint Spray Booth, which employs the latest in "Green Technology". We recycle all waste products. Our paint waste is picked up monthly by W. S. Supplies. All waste is recorded in compliance with E.P.A. regulations. All waste oil will be used in a waste oil heater to heat the shop in the winter. Gateway will have a water/ oil interceptor to insure that there is no contamination to**

the drain water. Waterborne paint will be sprayed on all vehicles. Waterborne is a water-based paint as opposed to a solvent based paint which is much better for the environment. The combination of the state of the art Paint Spray Booth, Paint mixing room, and the water based paints will keep exhaust odors to a minimum. The booth will filter the air before exhausting it through the roof. Neighbors will not be affected by the noise or odors from our facility.

I am a licensed car dealer, as advertised. I currently buy cars with minimal body damage. My technicians work on these cars in their down time. It keeps my technicians working, and helps me retain good people. It is a small part of my overall business. I would rarely have one of my rebuilt cars on display. Sandy and I will drive these cars to and from work until they are sold. The cars I have purchased are generally advertised on my website. Some are completed, some are in process. The best way to describe these cars is "kids cars". They have mileage but look great when we are done. The most I have ever had on my lot is 3 or 4. They are generally sold before they are completed. They are always parked inside the building at night.

Gateway Collision & Repair Center, LLC is a member of the Omaha Chamber of Commerce and has an A+ rating with the Better Business Bureau.

In order to gain more customers and support our new location we have instituted a direct mail campaign and have already visited with businesses such as PayPal in order to gain their trust and business.

In order to keep the parking area looking clean and neat, we are building a 4 foot tall screen wall to the south of the building. Cars that are towed to our facility will be kept here until processed. See drawings and sketches for details. All cars will be parked in the building each night. No vehicles or parts will be stored on our lot. A screen wall will also be built for our trash and metal recycling. There will be a screened gate on the front of the wall to shield the dumpsters. The parking lot will be clean and well lit. No fencing will be needed.

**Sandy and I want to have the cleanest and the nicest looking facility around. We will do whatever it takes to make this happen. We are looking forward to making the move to LaVista and being a part of a growing community. We will be proud to call LaVista home for at least the next 20 years.**

**Respectfully,**

**Ben and Sandy Toscano**

## **Site Narrative**

The slope on the east property line will require a short retaining wall (less than 3 feet). The wall shall be a segmented concrete retaining wall system. Anchor wall brand system in a color to compliment the building.

A 35 foot front yard setback is required if there is no parking in the front yard. Our building is set at 35 feet from the Harrison street property line. (See site plan for details)

A 30 foot side yard setback is required. We comply.

A 25 foot rear yard setback is required. We comply

Impervious coverage (65% max): We comply with 54.4%.

Site lighting shall comply with zoning requirements.

6 foot fence around the dumpster: There shall be a split face pre-colored block wall surround for the dumpster as well as the recycling and scrap metal recycling. The color will be wheat to match the building. (See site plan for details)

A 4 foot wall is present to screen 6 parking stalls for cars. This wall shall be a pre-colored split faced block in a wheat color, to match the building. Tow trucks will tow a damaged car from an accident. The car will be placed here for "in-processing". (See site plan for details)

The majority of the parking lot shall be asphalt. The site plan shows concrete aprons for where cars will be parked frequently. (See site plans for details)

There will be no outdoor storage of any wrecked cars or parts. Tow trucks will deliver a damaged car from an accident. They will be placed behind our 4 foot high screen wall at the rear of the building. They are placed here before we "in-process" the vehicle.

The parking requirements are 3 stalls per repair stall. There are 51 parking stalls required. Our site plan has 51, including 3 handicapped stalls near the front door.

All of our customer's cars are brought inside every night.

## **Architectural narrative**

The building is a 15,000 square foot building. It is the new headquarters for Gateway Collision Center. The facility serves the area with repair and service of automobiles.

Dimensions of building: 100 feet x 150 feet. 15,000. Square feet.

Height of building : 18 feet

Materials: Split faces pre-colored concrete block manufactured by Watkins. Two colors as shown on the rendering ( Wheat color at base and Putty color as accents)

Window frames will be aluminum. The glass color has not been chosen. But will be a high performance glass with a reflectivity. The entrance doors will be aluminum and glass to match the window. The 6 service doors that face 110<sup>th</sup> street will be 12 high, glass doors. The door facing Emiline street will be 12 high and be an insulated panel. All other exit doors will be painted steel doors.

There will be decorative wall sconces on the building as accents. The light will be down light to give the building a presence at night. None of the fixtures will face the lot or street per the zoning ordinances.

Signage has not been chosen, but will be consistent with zoning and signage regulation.

It is undecided if there will be any cloth awnings on the north and west elevation.



Mechanical roof top units, and exhaust equipment, for the paint booth, will be used on this building. There will be a block parapet wall around the entire roof line to screen the equipment from view of the street.

There is a short retaining wall along the entire east edge of the building. The retaining wall shall be an Anchor Wall system as supplied by Watkins, in a color to compliment the building.

There are both 6 foot and 4 foot masonry screen walls on the south side of the building to the garbage dumpster and a damaged car. These walls are made of the same split faced masonry as the building.

See exterior elevations for any clarification.

Order No. 10-111430  
Fee: \$125.00

### 300' SEARCH

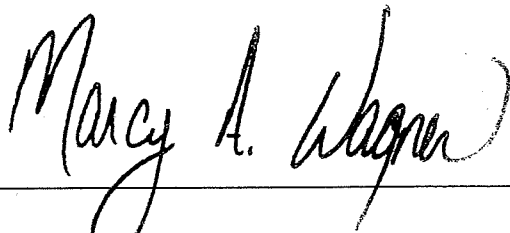
First Nebraska Title and Escrow Company does hereby certify that we have carefully examined the records of the Register of Deeds of Sarpy County, Nebraska, and that the attached is a list of the apparent owners of record within 300 feet of the real estate described as:

Lot 47, Brook Valley Business Park, an Addition to the City of LaVista in Sarpy County, Nebraska, excepting therefrom that portion dedicated to the public for public use in the Plat and Dedication for Street Widening, filed July 1, 2002 as Instrument No. 2002-24348.

This search is not a guaranty of title, nor a statement as to the legality or sufficiency of any instrument or proceeding in the chain of title to said real estate. The liability of FIRST NEBRASKA TITLE is for reasonable care in making this search and shall in no case exceed the amount paid for said search. For full protection a title insurance policy should be secured.

WITNESS our hand this 26<sup>th</sup> day of April, 2010.

By \_\_\_\_\_



First Nebraska Title  
2425 S. 120th St.  
Omaha, NE 68144  
Phone: 402-691-9933

Fax: 402-691-9970

BABA INC  
3904 S 191ST ST  
OMAHA NE, 68130-

CENTRAL HOLDING PROPERTIES LLC  
10938 EMILINE ST  
OMAHA NE, 68128-

EDUCATIONAL SERVICE UNIT NO 3  
6949 S 110TH ST  
LA VISTA NE, 68128-0000

EDUCATIONAL SERVICE UNIT NO 3  
6949 S 110TH ST  
LA VISTA NE, 68128-0000

HARRISON HILLS APARTMENTS LLC  
809 N 96TH ST  
OMAHA NE, 68114-

OFF THE WALL INDOOR SOCCER, INC  
6950 S 110TH ST  
LA VISTA NE, 68128-0000

RINGLING DEVELOPMENT LLC  
31 SPYGLASS PT  
VALLEY NE, 68064-9325

RYAN FAMILY PARTNERSHIP LTD  
7002 S 109TH ST  
LA VISTA NE, 68128-

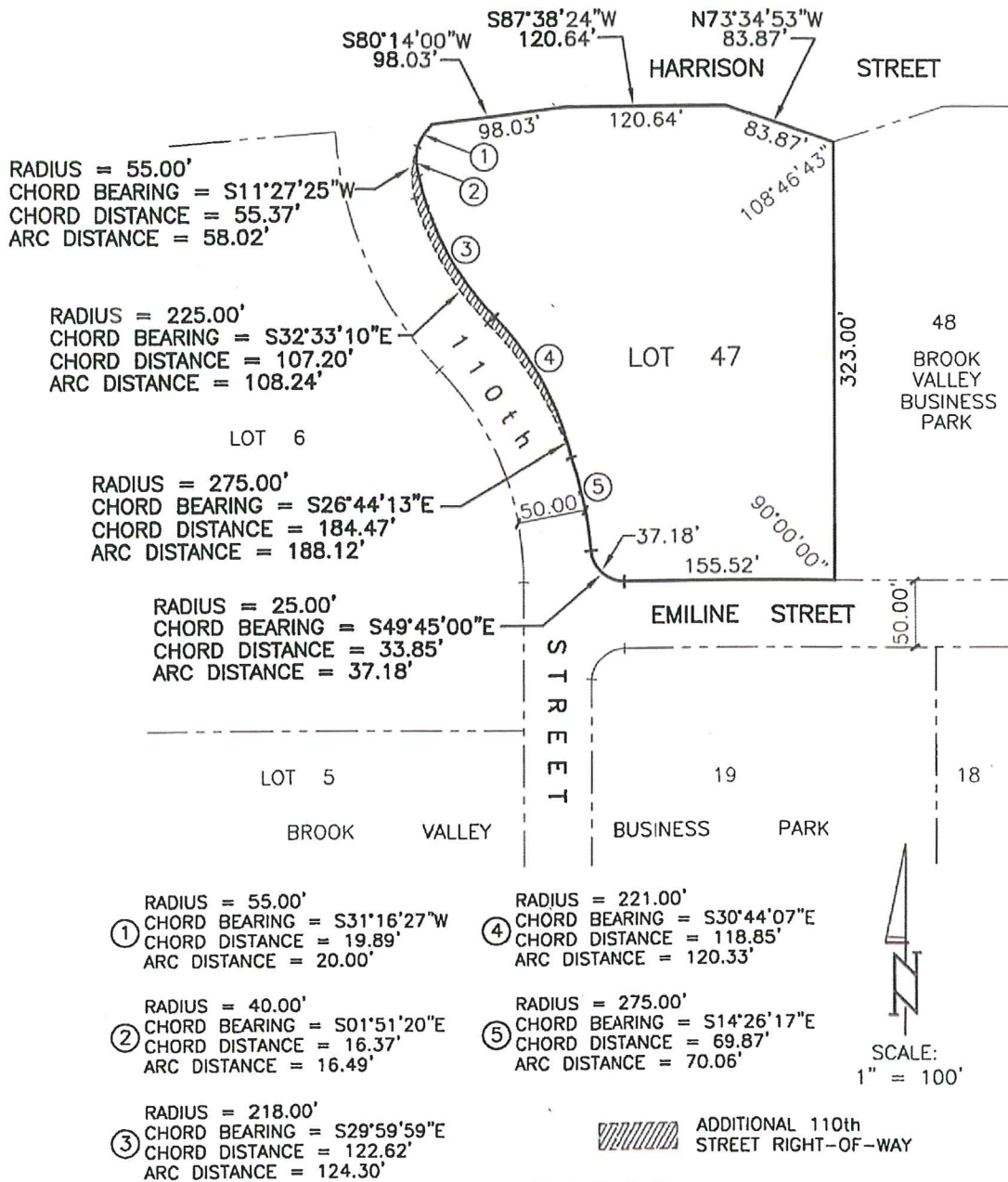
TFF INC  
2237 S 189TH AVE CIR  
OMAHA NE, 68130-0000

# LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

## LEGAL DESCRIPTION

LOT 47, BROOK VALLEY BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.



## NOTES:

- DIRECT VEHICULAR ACCESS TO HARRISON STREET FROM LOTS 47, 48, 49 AND 50 WILL NOT BE PERMITTED.
- AREA OF LOT 47 BEFORE RIGHT-OF-WAY DEDICATION = 84,169 SQUARE FEET  
AREA OF LOT 47 AFTER RIGHT-OF-WAY DEDICATION = 82,716 SQUARE FEET

TD2 FILE NO. 872-128-C47  
BOOK PAGE

Date: MARCH 1, 1997 Reg. No. 475





## Purchase agreement exhibit

The following is a purchase agreement for the property. Sandy and Ben Toscano have entered into a purchase agreement for the property, contingent on the issuance of a conditional use permit for an automobile service and repair facility as described herein. The conditional use permit will be issued to Sandy and Ben Toscano as the owners.

K 17 22

**UNIFORM COMMERCIAL PURCHASE AGREEMENT**  
(This is a legally binding contract. If not understood, seek legal advice)

CB Richard Ellis|MEGA, Broker

April 9, 2010

The undersigned Buyer, (whether one or more) agrees to purchase the Property described as follows:

1. Address None Established, La Vista, NE ZipCode \_\_\_\_\_
2. Legal Description (Property): LOT 47 BROOK VALLEY BUSINESS PARK La Vista, Sarpy County, NE, containing approximately 82,716 square feet of land, and as described in Exhibits A & B, and to be formally identified in a title commitment including all fixtures and equipment permanently attached to the Property.
3. Personal Property: The only personal property included is as follows: none
4. Conveyance: Seller represents that they have good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by warranty deed free and clear of all liens, encumbrances or special taxes levied or assessed, except no exceptions subject to all building and use restrictions, utility easements not exceeding ten (10) feet in width abutting the boundary of the Property, and covenants now of record.
5. Assessments: Seller agrees to pay any assessments for public improvements previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed.
6. Purchase Price: Buyer agrees to pay Three Hundred Fifteen Thousand and no/100-----DOLLARS (\$315,000.00) on the following terms: \$5,000.00 (Deposit) deposited herewith as evidenced by the receipt attached below. In the event this offer is not accepted by the Seller within the time specified, the Deposit shall be refunded. In the event of refusal or failure of the Buyer to consummate the purchase, the Seller may, at his option, retain the Deposit as liquidated damages for failure to carry out the agreement of sale. Balance to be paid in immediately available funds at closing of the sale.
7. Applicable Conditions: This agreement is conditioned upon the happening of each of the following events. If each of the same has not occurred within the time stated, this offer shall be null and void, and any Deposit returned to Buyer.  
See Addendum A, attached and made a part of this agreement  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Taxes: ☒ Urban Taxes: All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the date of closing, and all the prior years' taxes, interest, and other charges, if any, will be paid by Seller.  
☐ Rural Taxes: All consolidated real estate taxes for the year in which closing takes place (based on current assessment and tax rate) shall be prorated as of date of closing, and Seller shall, also, pay all prior years' taxes, interest, and other charges.
9. Rents, Deposit and Leases, If Rented: Any tenant deposits and leases shall be assigned to Buyer at no cost. All collected rents shall be prorated to date of closing. Copies of all current leases shall be provided to the Buyer at the time of closing.
10. Sanitary and Improvement District (S.I.D.): Buyer understands that this property is located within S.I.D. # 59 and acknowledges a receipt of the most recently filed S.I.D. Statement.
11. Conveyance of Title: Seller shall furnish a current title insurance commitment to Buyer as soon as practical. If title defects are found, Seller must cure them within a reasonable time. If title defects are not cured within a reasonable time period, the Buyer may rescind this agreement and the Deposit shall be refunded. Approximate closing date to be Friday, July 23, 2010, and possession shall be delivered at closing. The cost of an Owner's title insurance policy shall be equally divided between Buyer and Seller. Should Buyer not require La Vista city council approvals and all due diligence items have been satisfied, the closing shall be within 2 weeks of the waiving of all remaining due diligence items.
12. Escrow Closing: Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent.

After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.

13. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the Seller.

14. **Insurance:** Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and Seller shall refund the Deposit to Buyer. Buyer agrees to provide his own hazard insurance.

15. ~~**Wood Infestation:** Buyer agrees to pay the cost of a wood destroying insect inspection of the building, attached and detached structures, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a termite warranty and/or treatment of any wood destroying insects. Buyer agrees to accept the treated property upon completion of repairs.~~

16. ~~**Smoke Detector:** Seller agrees to install, at Seller's expense, smoke detectors as required by law.~~

17. **Condition of Property:** Seller represents to the best of Seller's knowledge, information and belief, there are no latent defects in the Property.

18. **Environmental:** Seller represents to the best of the Seller's knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto.

**THIS OFFER IS BASED UPON BUYER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OR SELLER'S AGENT.**

#### **NO WARRANTIES PARAGRAPH**

**Condition of Property:** The parties hereto acknowledge that if Buyer proceeds to close on the purchase of the Property, then Buyer represents that it has had sufficient access to the Property and has determined for itself that the Property is satisfactory to Buyer for Buyer's intended uses and purposes, in which case, Buyer shall be conclusively presumed to have satisfied itself as to the usefulness and legal limitations to the Property, and to its condition and the environmental condition of the Property and further, Buyer takes Property in its present condition, "AS IS" without reliance upon any representation, warranty, opinion or statement of Seller or any agent of Seller.

19. **Agency:** The REALTOR(S) involved in this transaction are:

☒ CB Richard Ellis/MEGA – Mike Nolan is acting as limited agent for the Seller.

☒ CB Richard Ellis/MEGA – David Maenner is acting as limited agent for Buyer.

☐ \_\_\_\_\_ is acting as limited dual agent representing both Buyer and Seller.

20. **Broker Compensation:**

☒ Buyer and Seller acknowledge that CB Richard Ellis/MEGA is being paid a fee by Seller and this fee will be shared by Brokers based on their separate agreement.

☐ Buyer and Seller will each compensate their respective Brokers.

21. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before Tuesday, April 13, 2010  
at 12:00 o'clock PM

WITNESS: [Signature] BUYER: Gateway Holding L.L.C. SS#/FED. ID# \_\_\_\_\_

WITNESS: \_\_\_\_\_ BUYER: Sandy S. Torano SS#/FED. ID# \_\_\_\_\_

ADDRESS: 5811 S. 170<sup>th</sup> Street, Omaha, NE 68135 PHONE 402-932-0500

\*\*\*\*\*

#### RECEIPT

(NAMES FOR DEED) RECEIVED FROM: Gateway Holding, L.L.C. the  
sum of Five Thousand and no/100 DOLLARS (\$ 5,000.00) (by check) to apply to the  
purchase price of the Property on terms and conditions as stated. This receipt is not an acceptance of the above offer to  
purchase.

CB Richard Ellis|MEGA  
11213 Davenport Street, Ste. 300  
Omaha, Nebraska 68154

David H. Maenner  
Agent's Name  
[Signature]  
AGENT'S SIGNATURE

\*\*\*\*\*

#### ACCEPTANCE

20

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession,  
and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement except for  
the following modifications:

WITNESS: [Signature] SELLER: Ridel, LLC SS#/FED.ID#: \_\_\_\_\_  
WITNESS: [Signature] SELLER: [Signature] SS#/FED. ID#: \_\_\_\_\_  
ADDRESS: 31 SPYGLASS PT CITY VALLEY NE 68064-9325  
PHONE: \_\_\_\_\_

#### BUYER RECEIPT AND ACCEPTANCE

Buyer acknowledges a fully executed copy of this agreement and accepts Counter Proposal as set out above, if any.

DATE: 4-12-10 BUYER: Sandy S. Torano



## Addendum "A"

**A. Due Diligence Period:** Buyer shall have Sixty (60) days from the date of a fully executed purchase agreement to contract for the following studies and make necessary applications:

1. To conduct a Phase 1 environmental assessment, at Buyer's option and expense, of such level and extent as Buyer may in its discretion deem appropriate to determine the existence and extent of any environmental contamination affecting the property;
2. To enter onto the property and take soil samples as Buyer may determine necessary. Buyer will restore the property to the same condition as they found it;
3. To survey the property. NOTE: If Seller has possession of any type of survey of the property, Seller agrees to provide Buyer a copy within 3 days of the full execution of this Agreement;
4. To apply for financing acceptable to Buyer, in Buyer's sole and independent opinion;

Seller grants Buyer access to the property to conduct these studies.

If Buyer determines within this period that any of the studies identified above indicates that the property is either unsuitable for its intended use, or has unacceptable defects or is not able to secure satisfactory financing, Buyer shall notify Seller in writing within the 60 day due diligence period of this fact, and Buyer will exercise one of the following options: (a) terminate this Agreement and receive a prompt refund of the deposit at which time each party shall have no further obligation to the other; or (b) inform Seller of the defects found. If Buyer selects option (b), then Seller may (1.) have up to 60 days from the date of Buyer's notice to cure defects to Buyer's satisfaction or (2) decline to cure Buyer's defects at which time this Agreement shall become null and void and Seller shall return Buyer's deposit.

If Seller elects to cure the defects, the Closing shall be reset at a time that is commercially reasonable.

**B. Due Diligence Period – Zoning Approvals:** Buyer shall have One Hundred Twenty (120) days from the date of a fully executed purchase agreement to make the following necessary application:


1. Make application with the City of La Vista planning and zoning department for a conditional use permit to conduct operations at this location. Buyer's business is the professional automobile repair services. Seller agrees to cooperate with Buyer in regards to this application, at no cost to Seller. See Exhibits C and D for these schedules and forms.

If Buyer determines within this period that the requirements to comply with the application for a use permit for Buyer's intended use is not feasible, in Buyer's sole discretion, then the property will be deemed unsuitable for its intended use and Buyer shall notify Seller in writing within the 120 day due diligence period of this fact, Buyer will notify Seller to terminate this Agreement and receive a prompt refund of the deposit at which time each party shall have no further obligation to the other.

# Exhibit "A"

Current as of 3/25/2010 Date Created 12/29/1999 Last Updated 3/22/2010

**Active Record**

Parcel Number: 011318139  
Location: 110 ST & EMILINE ST  
Owner: RINGLING DEVELOPMENT LLC  
C/O:  
Mail Address: 31 SPYGLASS PT  
VALLEY NE 68064-9325  
Legal: LOT 47 BROOK VALLEY BUSINESS PARK (1.91 AC)  
Map #: 2959-17-0-60574-000-0047   
Tax District: 27136



## Commercial Information for 1 January Roll Year 2009

Business Name:  
Primary  
Description:  
Commercial units:  
Lot Sqft: 83200  
Total Area: 0



NO SKETCH AVAILABLE

## Building Information

Bldg #	Built	Stories	Total Area	Ext Wall	Description
--------	-------	---------	------------	----------	-------------

## Sales Information (Updated 3/25/2010)

Sales Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
1/6/2003	RINGLING/DELWYN L	RINGLING DEVELOPMENT LLC	\$0	\$0
200302318	1228 S 16TH ST	1228 S 16TH ST		
	OMAHA NE 68108-	OMAHA NE 68108-		

## Valuation PV = Partial Valuation

	Improvements	Land	OutBuildings	Total	PV
2009	\$0	\$291,200	\$0	\$291,200	No
2008	\$0	\$291,200	\$0	\$291,200	No
2007	\$0	\$291,200	\$0	\$291,200	No
2006	\$0	\$291,200	\$0	\$291,200	No
2005	\$0	\$291,200	\$0	\$291,200	No
2004	\$0	\$291,200	\$0	\$291,200	No
2003	\$0	\$291,200	\$0	\$291,200	No
2002	\$0	\$291,200	\$0	\$291,200	No
2001	\$0	\$295,771	\$0	\$295,771	No
2000	\$0	\$137,622	\$0	\$137,622	No
1999	\$0	\$69,020	\$0	\$69,020	No
1998	\$0	\$68,156	\$0	\$68,156	No

1997 \$0 \$68,156 \$0 \$68,156 No

**Levy Information 2009**  
**View Past Levy Information**

Fund #	Fund Description	Levy
1	COUNTY LEVY	0.2999
127	PAPILLION SCHOOL	0.090223
183	SCHL DIST 27 BOND 2	0.024133
185	SCHL DIST 27 BOND 3	0.101856
186	SCHL DIST 27 BOND 4	0.052948
199	LEARNING COMM-GENERAL	0.95
200	LEARNING COMM-BLDG	0.01
201	LEARNING COMM-CAPITAL-PROJECTS	0.005
304	MILLARD RURAL FIRE	0.10266
501	PAPIO NATURAL RESRCE	0.032756
701	MUD	0
801	METRO COMMUNITY COLL	0.085
901	AGRICULTURAL SOCIETY	0.001111
1003	ED SERVICE UNIT 3	0.01618
2059	SID 59	0.06
2359	SID 59 BOND	0.2
<b>Total</b>		<b>2.031767</b>

**Treasurer Information**

Property Class	3000	Foreclosure #	
Mortgage Company #	0	Foreclosure Date	
Exemption Code		Exemption Amount	0
Specials	There is 1 Special(s) Found. There is 0 unpaid special(s). 1 DELINQUENT TAX SALE(S)/REDEMPETION ON FILE.		
TaxSale/Redemption	CALL 402-593-2138 BEFORE MAKING PAYMENT.		

Year	Statement #	District	Source	Taxes Due	Total Due	Balance
2009	2009-0029986RP	27136	REAL	\$5,677.08	\$5,677.08	\$2,838.54
2008	2008-0032083RP	27136	REAL	\$5,618.50	\$5,618.50	\$0.00
2007	2007-0034331RP	27136	REAL	\$5,772.84	\$5,772.84	\$0.00
2006	2006-0037071RP	27136	REAL	\$6,212.88	\$6,212.88	\$0.00
2005	2005-0040688RP	27064	REAL	\$6,229.54	\$6,229.54	\$0.00
2004	2004-0045873RP	27064	REAL	\$6,608.98	\$6,608.98	\$0.00
2003	2003-1318139RP	27064	REAL	\$6,823.56	\$6,823.56	\$0.00
2002	2002-1318139RP	27064	REAL	\$6,373.90	\$6,373.90	\$0.00
2001	2001-1318139RP	27064	REAL	\$6,437.90	\$6,437.90	\$0.00
2000	2000-1318139RP	27064	REAL	\$3,092.10	\$3,092.10	\$0.00
1999	1999-1318139RP	27064	REAL	\$1,597.16	\$1,597.16	\$0.00
1998	1998-1318139	27064	REAL	\$1,606.16	\$1,606.16	\$0.00
1997	1997-1318139	27064	REAL	\$1,622.12	\$1,622.12	\$0.00

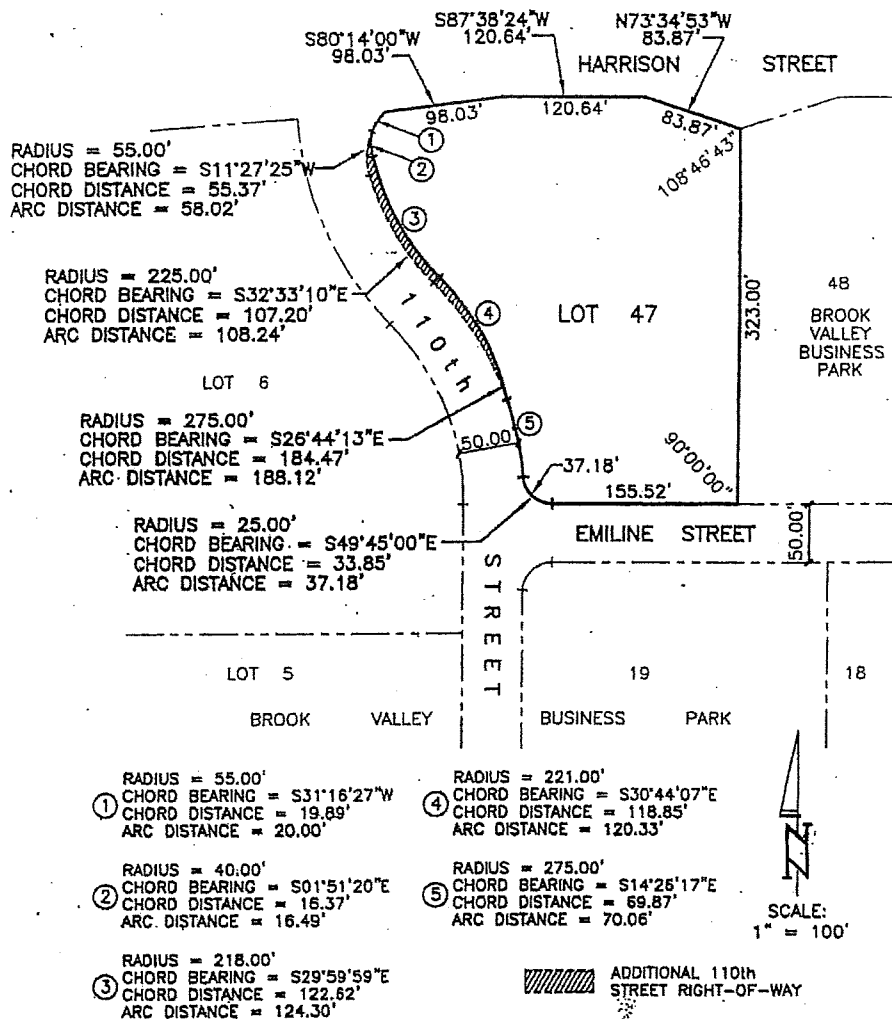
# Exhibit B

## LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

## LEGAL DESCRIPTION

LOT 47, BROOK VALLEY BUSINESS PARK, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.



Date: MARCH 1, 1997 Reg. No. 475



## NOTES:

- DIRECT VEHICULAR ACCESS TO HARRISON STREET FROM LOTS 47, 48, 49 AND 50 WILL NOT BE PERMITTED.
- AREA OF LOT 47 BEFORE RIGHT-OF-WAY DEDICATION = 84,169 SQUARE FEET  
AREA OF LOT 47 AFTER RIGHT-OF-WAY DEDICATION = 82,716 SQUARE FEET

TD2 FILE NO. 872-128-C47

BOOK PAGE

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



## SITE PLAN

**THE SLOPE** of the east property line will require a short retaining wall (see item 18).

**THE DRIVE** will be a 35-foot wide driveway with a concrete retaining wall system. Another wall build system is in a corner to complement the building.

**A 15-foot wide** yard setback is required if there are no parking in the front yard. Our building is set at 35 feet from the Harrison street property line. (See site plan for details)

**A 25-foot wide** yard setback is required. We comply.

**A 25-foot rear** yard setback is required. We comply.

**Impervious coverage** (65% max): We comply with 54.4%.

**Site lighting** shall comply with zoning requirements.

**6-foot** sign around the dumpster. There shall be a sign for any commercial block wall surrounding the dumpster as well as the recycling and scrap metal recycling. The color will be white to match the building. (See site plan for details)

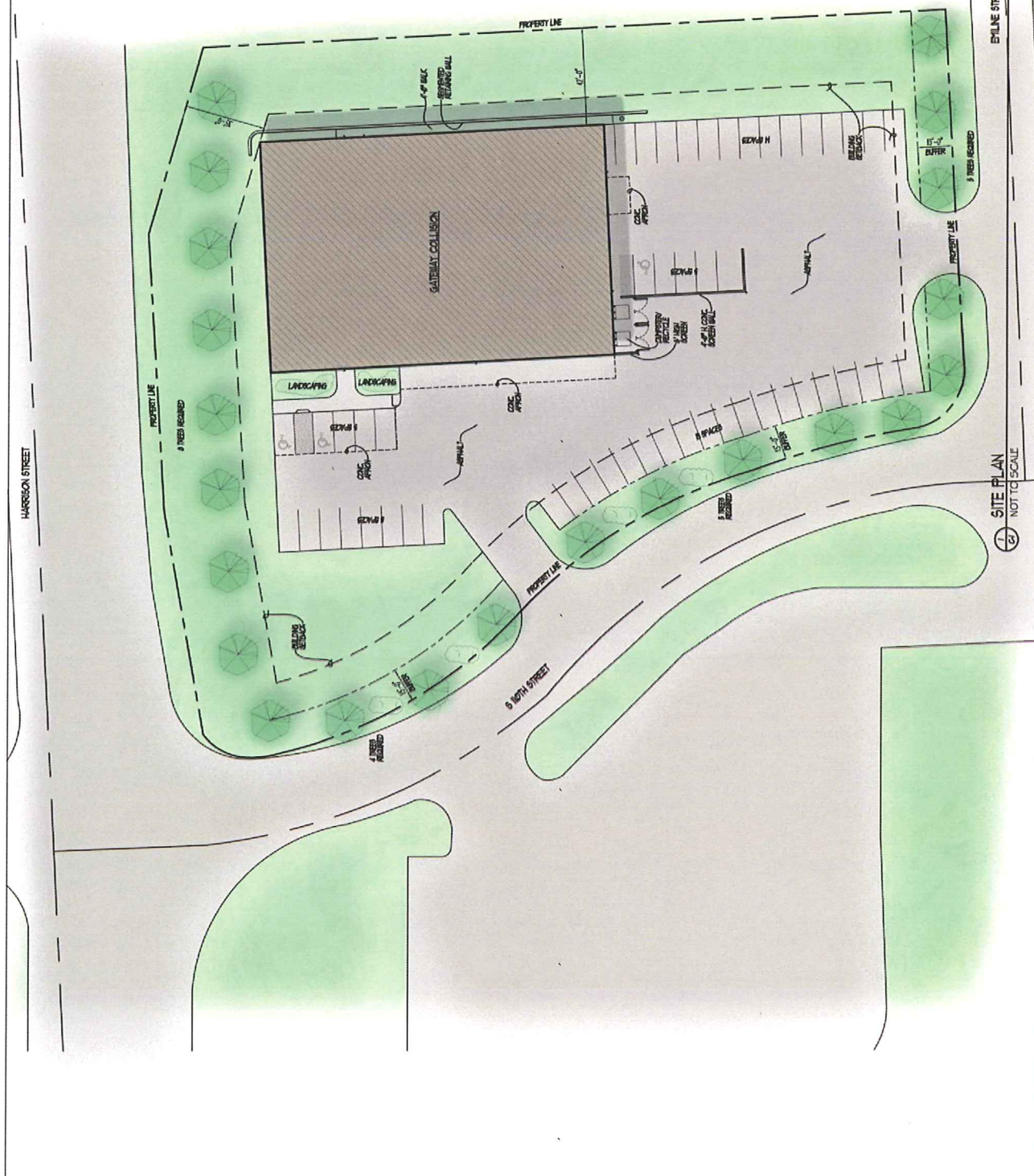
**A 4-foot wall** is present to prevent parking stalls for cars. This wall will be a concrete block faced block wall in a wheel cut, to match the building. Two trucks will not be damaged car from an accident. The wall will be placed rear for "no-parking". (See site plan for details)

**The majority** of the parking lot will be asphalt. One site plan shows concrete apron for where cars can be parked frequently. (See site plans for details)

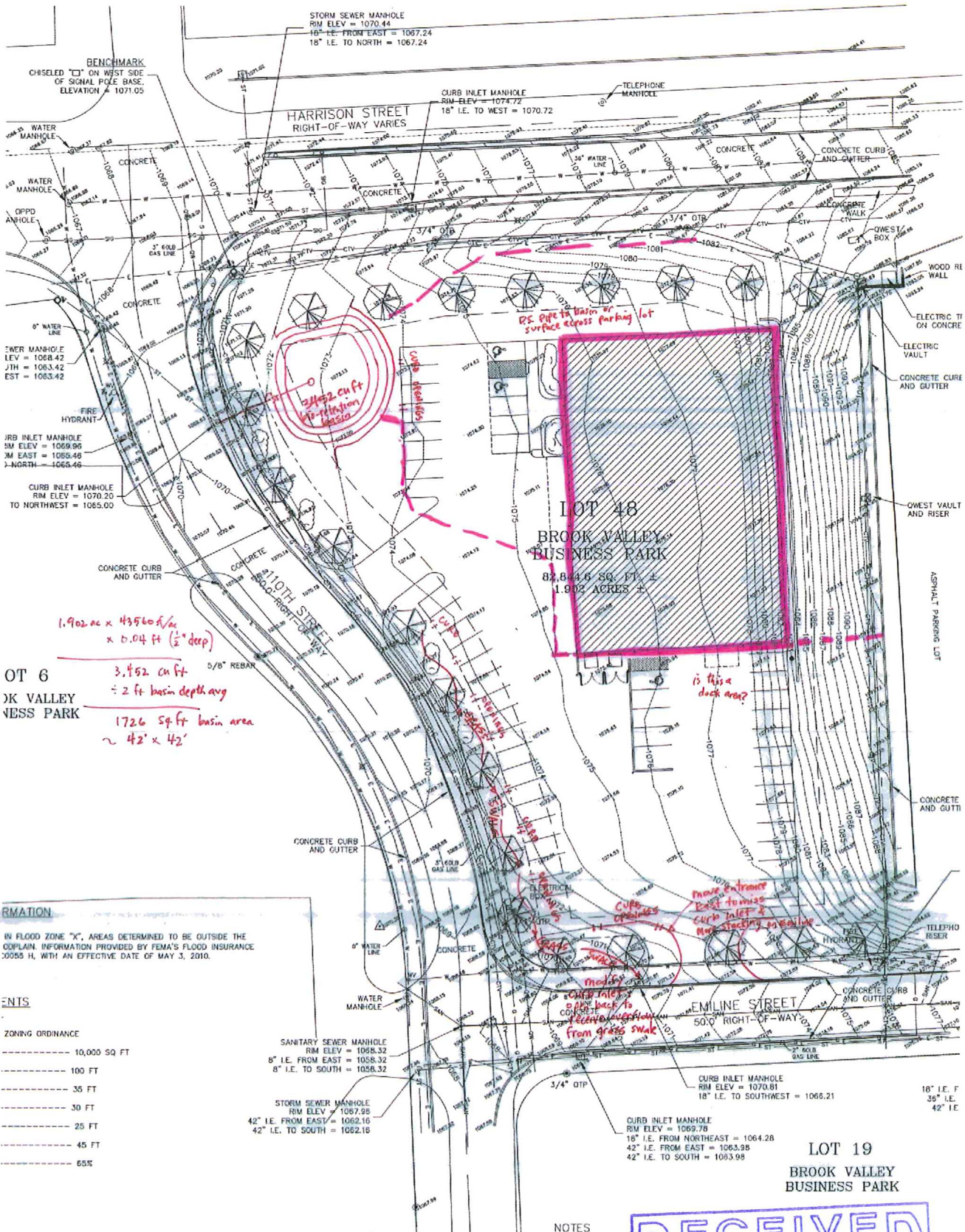
**There will** be no outdoor storage of any parked cars or parts. Two trucks will deliver a damaged car from an accident. They will be placed behind our 4-foot high screen wall at the rear of the building. There are placed rear before we "no-parking" the vehicle.

**The parking requirements** are 15 stalls per request. There are 55 parking stalls/curb; however, Our site plan has 51, including 2 handicapped stalls near the front door.

**All our customers'** cars are brought rear every night.







LOT 6  
BROOK VALLEY  
BUSINESS PARK  
1.902 ac x 43,560 sq ft/ac  
x 0.04 ft (1/2" deep)  
3,452 cu ft  
÷ 2 ft basin depth avg  
1726 sq ft basin area  
~ 42' x 42'

IN FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE  
COPLAIN. INFORMATION PROVIDED BY FEMA'S FLOOD INSURANCE  
20055 H, WITH AN EFFECTIVE DATE OF MAY 3, 2010.

ENTIS  
ZONING ORDINANCE  
----- 10,000 SQ FT  
----- 100 FT  
----- 35 FT  
----- 30 FT  
----- 25 FT  
----- 45 FT  
----- 65%

NOTES

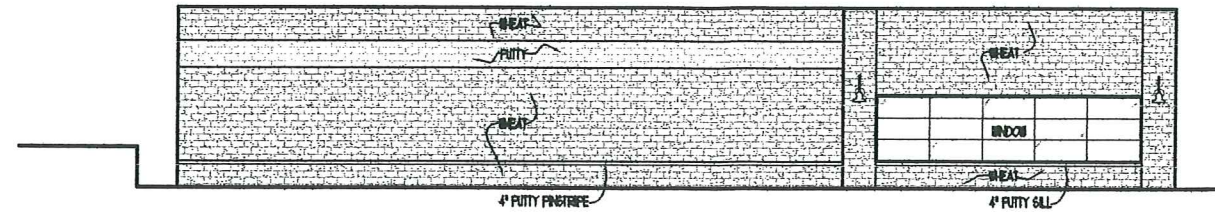


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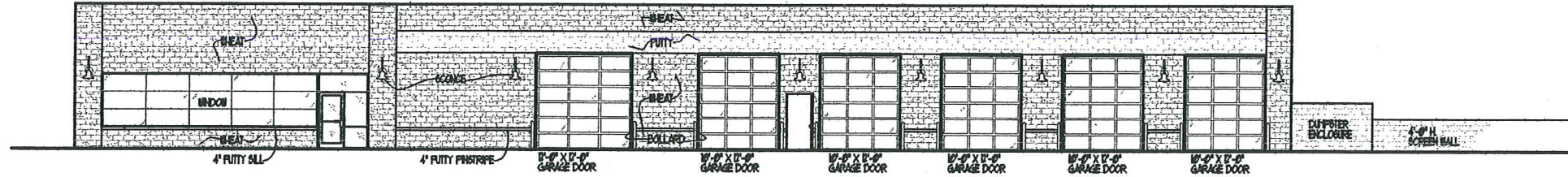




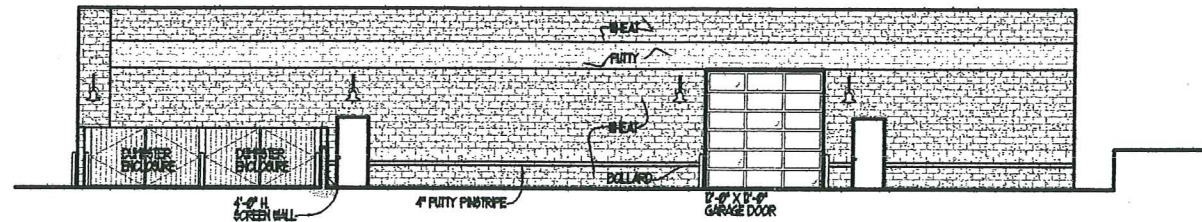
1  
2 NORTH SIDE ELEVATION  
1/8" = 1'-0"



2  
2 WEST SIDE ELEVATION  
1/8" = 1'-0"



3  
1 SOUTH SIDE ELEVATION  
1/8" = 1'-0"



EXTERIORS

GATEWAY COLLISION CENTER  
110TH & EMILINE STREET  
LA VISTA, NE 68128

ROBERT TORSON ARCHITECTS

6542 South 118th Street • Omaha, Nebraska 68137 • (402) 399-0225

MAY 04, 2010  
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