

**LA VISTA CITY COUNCIL MEETING AGENDA**  
**June 20, 2023**  
**6:00 p.m.**  
**Harold “Andy” Anderson Council Chamber**  
**La Vista City Hall**  
**8116 Park View Blvd**

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Service Award: Zac Burt – 15 Years**

*All matters listed under item A, Consent Agenda, are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the June 6, 2023 City Council Meeting**
3. **Monthly Financial Report – April 2023**
4. **Request for Payment – Design Workshop, Inc – Professional Services – 84<sup>th</sup> Street Bridge – \$7,837.50**
5. **Request for Payment – Spencer Management, LLC – Professional Services – 2023 Pavement Rehabilitation and Resurfacing – \$431,836.65**
6. **Request for Payment – McAnany Construction – Construction Services – UBAS Street Maintenance Project – \$339,645.00**
7. **Request for Payment – Benesch – Professional Services – Terry Dr, Lillian Ave & S. 78<sup>th</sup> St Pavement Rehabilitation – \$10,058.00**
8. **Request for Payment – Benesch – Professional Services – Terry Dr, Lillian Ave & S. 78<sup>th</sup> St Pavement Rehabilitation – \$27,098.50**
9. **Request for Payment – JE Dunn Construction Co – Construction Services – Central Park Pavilion and Site Improvements – \$1,363,830.00**
10. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$11,409.75**
11. **Request for Payment – MUD – Professional Services – The Link – \$19,784.00**
12. **Request for Payment – HDR Engineering – Professional Services – Project Management for Public Improvements – \$891.45**
13. **Request for Payment – Vierregger Electric Co – Professional Services – 84<sup>th</sup> Street Signal Improvements – \$35,161.97**
14. **Approve Manager Application – Class D Liquor License – Walmart, Inc. – Matthew Leflore**
15. **Approval of Claims**

- **Reports from City Administrator and Department Heads**

**B. Conditional Use Permit Amendment – Bobcat of Omaha – 8701 S 145<sup>th</sup> Street**

1. **Public Hearing**
2. **Resolution**

**C. Approval of Class I Liquor License Application – L’Elle Nail Spa, LLC dba L’Elle Nail Spa**

1. **Public Hearing**
2. **Resolution**

**D. Resolution - Approve Title VI Civil Rights Non-Discrimination Plan – La Vista/Ralston Special Services Bus**

- **Comments from the Floor**
- **Comments from Mayor and Council**

**E. Executive Session – Strategy Session for Litigation**

- **Adjournment**

The public is welcome and encouraged to attend all meetings. If special accommodations are required, please contact the City Clerk prior to the meeting at 402-331-4343. A copy of the Open Meeting Act is posted in the Council Chamber and available in the public copies of the Council packet. Citizens may address the Mayor and Council under "Comments from the Floor." Comments should be limited to three minutes. We ask for your cooperation in order to provide for an organized meeting.



*CITY OF LA VISTA*  
**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO **ZAC BURT OF THE LA VISTA PUBLIC WORKS DEPARTMENT**, FOR 15 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Zac Burt** has served the City of La Vista since June 11, 2008; and

WHEREAS, **Zac Burt's** input and contributions to the City of La Vista have contributed to the success of the City;

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Zac Burt** on behalf of the City of La Vista for 15 years of service to the City.

DATED THIS 20TH DAY OF JUNE 2023.

A blue ink signature of Douglas Kindig, Mayor, written over a horizontal line.

Douglas Kindig, Mayor

A blue ink signature of Kim J. Thomas, Councilmember, written over a horizontal line.

Kim J. Thomas  
Councilmember, Ward I

A blue ink signature of Terrilyn Quick, Councilmember, written over a horizontal line.

Terrilyn Quick  
Councilmember, Ward I

A blue ink signature of Ronald Sheehan, Councilmember, written over a horizontal line.

Ronald Sheehan  
Councilmember, Ward II

A blue ink signature of Kelly R. Sell, Councilmember, written over a horizontal line.

Kelly R. Sell  
Councilmember, Ward II

A blue ink signature of Deb Hale, Councilmember, written over a horizontal line.

Deb Hale  
Councilmember, Ward III

A blue ink signature of Alan W. Ronan, Councilmember, written over a horizontal line.

Alan W. Ronan  
Councilmember, Ward III

A blue ink signature of Kevin Wetuski, Councilmember, written over a horizontal line.

Kevin Wetuski  
Councilmember, Ward IV

A blue ink signature of Jim Frederick, Councilmember, written over a horizontal line.

Jim Frederick  
Councilmember, Ward IV

ATTEST:

A blue ink signature of Pamela A. Buethe, City Clerk, written over a horizontal line.  
Pamela A. Buethe, MMC  
City Clerk



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# MINUTE RECORD

No. 729 -- REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL MEETING June 6, 2023

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on June 6, 2023. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Deputy City Clerk Anderson, Director of Administrative Services Pokorny, City Engineer Dowse, Human Resources Director Lowery, Finance Director Harris, Community Development Director Fountain, Director of Public Works Soucie, Library Director Barcal, Police Captain Barcal and Assistant Recreation Director Karlson.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on May 24, 2023. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### SWEAR IN POLICE OFFICERS – CAEDEN WOODINGTON, ANDREW MAVENCAMP AND COLE RAHE

Mayor Kindig swore in Caeden Woodington, Andrew Mavencamp and Cole Rahe as Police Officers for the City of La Vista.

### SERVICE AWARD: BRIAN AYALA – 15 YEARS

Mayor Kindig recognized Brian Ayala for 15 years of service to the City.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MAY 16, 2023 CITY COUNCIL  
MEETING
3. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC – PROFESSIONAL  
SERVICES – 84<sup>TH</sup> STREET BRIDGE – \$3,707.50
4. REQUEST FOR PAYMENT – HDR ENGINEERING – PROFESSIONAL  
SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS –  
\$2,782.29
5. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL  
SERVICES – PLACEMAKING PHASE 1 – \$8,264.88
6. REQUEST FOR PAYMENT – FELSBURG, HOLT & ULLEVIG –  
PROFESSIONAL SERVICES – GILES ROAD WIDENING – \$1,523.00
7. REQUEST FOR PAYMENT – HGM ASSOCIATES INC – PROFESSIONAL  
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION –  
PHASE 2 FINAL DESIGN – \$45,926.69
8. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES –  
CITY PARK PAVILION TESTING – \$4,319.75
9. REQUEST FOR PAYMENT – NL & L CONCRETE, INC – CONSTRUCTION  
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION –  
\$177,088.69
10. REQUEST FOR PAYMENT – SAMPSON CONSTRUCTION – CONSTRUCTION  
SERVICES – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 2 –  
\$433,401.00
11. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA  
VISTA CITY CENTRE PARKING STRUCTURE 2 – \$7,208.89
12. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA  
VISTA CITY CENTRE PARKING STRUCTURE 2 – \$21,986.25
13. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA  
VISTA CITY CENTRE PARKING STRUCTURE 2 – \$8,775.36
14. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA



# MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

June 6, 2023

**VISTA CITY CENTRE PARKING STRUCTURE 2 — \$19,640.24**  
**15. REQUEST FOR PAYMENT — MACKIE CONSTRUCTION — CONSTRUCTION**  
**SERVICES — CENTRAL PARK ACCESS ROAD — PARK VIEW BLVD —**  
**\$77,194.42**

**16. APPROVAL OF CLAIMS**

1000 BULBS, supplies	1,213.80
4 SEASONS AWARDS, services	7.50
ACCO UNLIMITED CORP, supplies	1,354.60
AKRS EQUIPMENT SOLUTIONS, maint.	516.62
AMAZON, supplies	1,213.83
ANDERSON AUTO GROUP, services	175,796.00
AT&T MOBILITY LLC, phones	98.24
BARCAL, R., travel	101.45
BUETHE, P., travel	180.76
BURNS & MCDONNELL ENGINEERING CO, services	35,065.99
CENTURY LINK/LUMEN, phones	60.21
CINTAS CORP, services	28.83
CIOX HEALTH, services	20.00
CITY OF PAPILLION, services	240,674.00
CITY OF PAPILLION PARKS/RECREATION, services	689.20
COMP CHOICE INC, services	150.00
CONCRETE SUPPLY INC, services	1,992.25
COX COMMUNICATIONS, services	320.56
D & K PRODUCTS, services	15,409.30
DAVID E. ANDERSON, services	1,168.00
DEFIANCE HARLEY-DAVIDSON, maint.	185.99
DELL MARKETING, supplies	209.99
DOG WASTE DEPOT, supplies	791.92
DXP ENTERPRISES INC, supplies	123.00
ECHO GROUP INC, supplies	39.90
EDGEWEAR SCREEN PRINTING, apparel	1,542.75
EYMAN PLUMBING INC, bld& grnds	2,675.99
FINDAWAY WORLD LLC, supplies	79.95
FOUNTAIN, B., travel	265.00
GALLS LLC, uniform	126.65
GENERAL FIRE & SAFETY, bld&grnds	1,008.65
GENUINE PARTS CO, maint.	466.34
GRAINGER, supplies	231.45
GREGG YOUNG CHEVROLET INC, services	80,275.27
GUITARS FOR VETS, services	400.00
HARM'S CONCRETE INC, services	407.75
HARRIS, M., reimbursement	67.01
HOME DEPOT, supplies	1,043.18
INDUSTRIAL SALES CO, supplies	443.19
INFOGROUP, services	1,250.00
INGRAM LIBRARY SERVICES, books	1,330.37
J & J SMALL ENGINE, services	493.43
J RETZ LANDSCAPE INC, services	6,767.22
JANITOR DEPOT MIDWEST LLC, supplies	218.00
JE DUNN CONSTRUCTION CO, services	994,686.00
JOHNSTONE SUPPLY CO, bld&grnds	154.10
KIESLER POLICE SUPPLY, services	10,572.00
KIMBALL MIDWEST, supplies	201.92
LABRIE, D., services	112.50
LARSON, DOUGLAS, services	120.00
LEXIS NEXIS MATTHEW BENDER, services	108.43
LIBRA INDUSTRIES INC. services	193.00
LIBRARY IDEAS LLC, books	1,104.24

# MINUTE RECORD

June 6, 2023

No. 729 -- REDFIELD DIRECT E2106195KV

LIVE WELL GO FISH, services	250.00
LOGAN CONTRACTORS SUPPLY, apparel	27.50
MACKIE CONSTRUCTION, services	39,972.51
MALLOY ELECTRIC, supplies	27.94
MENARDS-RALSTON, supplies	458.17
MID-IOWA SOLID WASTE EQUIP CO, supplies	898.16
MIDWEST TURF & IRRIGATION, maint.	1,447.22
MOTOROLA SOLUTIONS INC, supplies	17.00
MSC INDUSTRIAL SUPPLY CO, maint.	116.76
NE IOWA DOOR SERVICES INC, bld&grnds	4,040.00
NEBRASKALAND TIRE INC, maint.	342.15
NL & L CONCRETE, services	77,684.99
OFFICE DEPOT INC, supplies	60.33
OLSSON INC, services	4,231.50
OMAHA COMPOUND CO, supplies	645.43
OMAHA WINNELSON SUPPLY, maint.	74.61
OMNI ENGINEERING,m services	2,029.20
PAPILLION SANITATION, services	1,773.97
PAPIO VALLEY NURSERY INC, supplies	1,264.30
PAPIO-MISSOURI RIVER NRD, services	10,750.00
PLANIT GEO INC, services	4,500.00
POLKA DOT ENTERTAINMENT LLC, services	485.00
PORT-A-JOHNS, services	1,400.00
RIVER CITY RECYCLING, services	1,315.27
ROSARIO CANIGILA, services	14,770.00
SADLER ELECTRIC, services	1,500.00
SAMPSON CONSTRUCTION CO INC, services	830,089.00
SARPY CO TIMES, services	136.99
SARPY COUNTY CHAMBER, services	1,450.00
SARPY COUNTY FISCAL ADMIN, services	24,756.47
SHERWIN-WILLIAMS, bld&grnds	140.38
SIGN IT, services	1,850.50
SITE ONE LANDSCAPE SUPPLY LLC, supplies	178.32
SOUTHERN UNIFORM, apparel	197.45
SPIRIT FOOTBALL, services	900.00
SUN COUNTRY DISTRIBUTING LTD, supplies	418.76
TED'S MOWER SALES, supplies	236.41
THE COLONIAL PRESS INC, services	570.69
THE LIFEGUARD STORE , supplies	366.50
THE SCHEMMER ASSOCIATES INC, services	1,610.00
THOMAS & THOMAS COURT REPORTERS, services	260.00
THOMPSON DREESSEN & DORNER INC, services	1,539.50
TRUCK CENTER COMPANIES, maint.	629.24
TURFWERKS, services	32,552.73
UTILITY EQUIPMENT CO, supplies	185.00
VERIZON WIRELESS, phones	18.02
VIERREGGER ELECTRIC CO, services	6,642.50
WILDLIFE LEARNING ENCOUNTERS, services	1,800.00
WOODHOUSE FORD-BLAIR, maint.	224.78

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Deputy Director of Public Works Calentine reported on construction projects.



# MINUTE RECORD

June 6, 2023

No. 729 — REDFIELD DIRECT E2106195KV

Park Superintendent Allen provided updates on Central Park playground equipment and roads.

Finance Director Harris introduced the new Assistant Finance Director, Maricruz Cancino.

Library Director Barcal reported on the upcoming GED Graduation.

Assistant Recreation Director Karlson reported on recent and upcoming events.

## **B. RESOLUTION – APPROVE PROFESSIONAL SERVICES AGREEMENT – 73<sup>RD</sup> AVENUE CULVERT REHABILITATION**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-067 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HOUSTON ENGINEERING, INC., LA VISTA, NE TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN, PERMITTING, AND CONSTRUCTION ADMINISTRATION FOR THE 73RD AVENUE CULVERT REHABILITATION IN AN AMOUNT NOT TO EXCEED \$28,274.00.

WHEREAS, the Mayor and City Council have determined that professional consulting services for the design, permitting and construction administration for the 73<sup>rd</sup> Avenue Culvert Rehabilitation are necessary; and

WHEREAS, the FY23/FY24 Biennial Budget includes funding for this work; 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 professional services agreement in a form satisfactory to the City Administrator and City Attorney, be authorized with Houston Engineering, Inc., La Vista, NE to provide professional consulting services in an amount not to exceed \$28,274.00.

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

## **C. RESOLUTION – APPROVE PROFESSIONAL SERVICES AGREEMENT – CLASSIFICATION, COMPENSATION AND BENEFIT STUDY**

Councilmember Sell introduced and moved for the adoption of Resolution No. 23-068 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MCGRATH HUMAN RESOURCES GROUP TO CONDUCT A CLASSIFICATION, COMPENSATION AND BENEFIT STUDY IN AN AMOUNT NOT TO EXCEED \$28,645.00.

WHEREAS, the Mayor and City Council have determined that a classification, compensation and benefit study is necessary; and

WHEREAS, proposals were solicited, and six proposals were received; and

WHEREAS, it is determined that McGrath Human Resources Group provides the experience level and ability to meet the timeline and requirements of the project as outlined in the request for proposals; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed study;

# MINUTE RECORD

June 6, 2023

No. 729 – REDFIELD DIRECT E2106195KV

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with McGrath Human Resources Group to conduct a classification, compensation and benefits study in an amount not to exceed \$28,645.00.

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

## **D. RESOLUTION – CHANGE ORDER NO. 1 – CENTRAL PARK PAVILION IMPROVEMENTS (THE LINK)**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-069 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH JE DUNN CONSTRUCTION CO., OMAHA, NEBRASKA, TO PROVIDE FOR CHANGES AND ADDITIONS TO THE PROJECT, FOR AN INCREASED AMOUNT OF \$685,971 AND A TOTAL CONTRACT AMOUNT OF \$16,641,774.

WHEREAS, the City has determined it is necessary to make changes and additions of work to the contract; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project.

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for Change Order No. 1 to the contract with JE Dunn Construction Co., Omaha, Nebraska, to provide for additional items of work, for an increased amount of \$685,971 and a total contract amount of \$16,641,774.

Seconded by Councilmember Sell. Bruce Niedermeyer with RDG and John Goodwin with JE Dunn answered questions. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

## **E. DISCUSSION – RELECTION PLAZA**

Council discussion was held about a potential Reflection Plaza.

## **COMMENTS FROM THE FLOOR**

Martin Ware expressed his concern about the sidewalk between Joseph and Josephine Street.

## **COMMENTS FROM MAYOR AND COUNCIL**

Councilmember Sheehan gave kudos to all the volunteers for Salute to Summer.

Mayor Kindig provided an update on the legislative session.

## **F. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS**

At 7:15 p.m. Councilmember Wetuski made a motion to go into executive session for protection of the public interest for contract negotiations. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.



# MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

June 6, 2023

At 7:30 p.m. the Council came out of executive session. Councilmember Frederick made a motion to reconvene in open and public session. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

At 7:33 p.m. Councilmember Frederick made a motion to adjourn the meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 20TH DAY OF JUNE 2023.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

A-3

**Total All Funds**

	<b>Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>Over(under)</b>	<b>% of Budget</b>
	<b>(12 month)</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Used</b>
<b>OPERATING REVENUES</b>					
General Fund	\$ 24,324,606	\$ 5,291,278	\$ 12,575,891	\$(11,748,715)	52%
Sewer Fund	4,908,972	6,645	2,409,549	(2,499,423)	49%
Debt Service Fund	18,862,129	622,357	2,122,615	(16,739,514)	11%
Capital Improvement Fund	352,305	5,941	23,379	(328,926)	7%
Lottery Fund	1,227,368	109,500	717,537	(509,831)	58%
Economic Development Program Fund	145,747	40,639	140,981	(4,766)	97%
Off Street Parking Fund	1,010	7,374	46,987	45,977	4652%
Redevelopment Fund	2,507,774	294,755	1,487,039	(1,020,735)	59%
Police Academy	214,640	25	185,510	(29,130)	86%
TIF 1A	389,569	—	—	(389,569)	—%
TIF 1B	491,954	—	—	(491,954)	—%
Sewer Reserve Fund	6,910	5,489	17,058	10,148	247%
Qualified Sinking Fund	2,740	1,126	4,324	1,584	158%
TIF 1C	48,302	—	—	(48,302)	—%
TIF 1D	21,672	—	—	(21,672)	—%
<b>Total Operating Revenues</b>	<b>53,505,699</b>	<b>6,385,130</b>	<b>19,730,869</b>	<b>(33,774,830)</b>	<b>37%</b>

**OPERATING EXPENDITURES**

General Fund	23,417,380	1,517,893	11,602,096	(11,815,284)	50%
Sewer Fund	4,472,406	571,425	2,289,592	(2,182,814)	51%
Debt Service Fund	3,060,191	21,264	2,377,651	(682,540)	78%
Capital Improvement Fund	—	—	—	—	—%
Lottery Fund	834,174	122,627	433,135	(401,038)	52%
Economic Development Program Fund	1,149,636	48,782	1,149,936	300	100%
Off Street Parking Fund	1,986,079	1,092	968,747	(1,017,332)	49%
Redevelopment Fund	2,966,664	1,162	701,586	(2,265,078)	24%
Police Academy	202,265	14,615	122,069	(80,196)	60%
TIF 1A	389,569	—	—	(389,569)	—%
TIF 1B	491,954	—	—	(491,954)	—%
Sewer Reserve Fund	—	—	—	—	—%
Qualified Sinking Fund	—	—	—	—	—%
TIF 1C	48,302	—	—	(48,302)	—%
TIF 1D	21,672	—	—	(21,672)	—%
<b>Total Operating Expenditures</b>	<b>39,040,290</b>	<b>2,298,859</b>	<b>19,644,810</b>	<b>(19,395,480)</b>	<b>50%</b>



**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**Total All Funds**

	<b>Budget</b> <b>(12 month)</b>	<b>MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>OPERATING REVENUES NET OF EXPENDITURES</b>					
General Fund	907,226	3,773,386	973,795	66,569	
Sewer Fund	436,566	(564,780)	119,957	(316,609)	
Debt Service Fund	15,801,938	601,093	(255,036)	(16,056,973)	
Capital Improvement Fund	352,305	5,941	23,379	(328,926)	
Lottery Fund	393,195	(13,128)	284,402	(108,793)	
Economic Development Program Fund	(1,003,889)	(8,143)	(1,008,955)	(5,066)	
Off Street Parking Fund	(1,985,069)	6,282	(921,760)	1,063,309	
Redevelopment Fund	(458,890)	293,594	785,453	1,244,343	
Police Academy	12,375	(14,590)	63,441	51,066	
TIF 1A	—	—	—	—	
TIF 1B	—	—	—	—	
Sewer Reserve Fund	6,910	5,489	17,058	10,148	
Qualified Sinking Fund	2,740	1,126	4,324	1,584	
TIF 1C	—	—	—	—	
TIF 1D	—	—	—	—	
<b>Operating Revenues Net of Expenditures</b>	<b>14,465,408</b>	<b>4,086,271</b>	<b>86,059</b>	<b>(14,379,350)</b>	

**OTHER FINANCING SOURCES & USES**

**TRANSFERS IN**

General Fund	523,100	—	298,669	(224,431)	57%
Sewer Fund	700	—	—	(700)	—%
Debt Service Fund	300,000	—	300,000	—	100%
Capital Improvement Fund	6,850,000	—	—	(6,850,000)	—%
Lottery Fund	—	—	—	—	
Economic Development Program Fund	1,034,681	—	—	(1,034,681)	
Off Street Parking Fund	2,682,624	—	—	(2,682,624)	—%
Redevelopment Fund	—	—	—	—	
Police Academy	—	—	—	—	
TIF 1A	—	—	—	—	
TIF 1B	—	—	—	—	
Sewer Reserve Fund	220,633	—	220,633	—	
Qualified Sinking Fund	250,000	—	—	(250,000)	—%

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

TIF 1C	—	—	—	—	
TIF 1D	—	—	—	—	
<b>Total Transfers In</b>	<u>11,861,738</u>	<u>—</u>	<u>819,302</u>	<u>(11,042,436)</u>	<u>7%</u>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**Total All Funds**

	<b>Budget (12 month)</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>TRANSFERS OUT</b>					
General Fund	(2,330,536)	—	(300,000)	2,030,536	13%
Sewer Fund	(220,633)	—	(220,633)	—	
Debt Service Fund	(8,286,769)	—	—	8,286,769	—%
Capital Improvement Fund	—	—	—	—	
Lottery Fund	(723,800)	—	—	723,800	—%
Economic Development Program Fund	—	—	—	—	
Off Street Parking Fund	(300,000)	—	(298,669)	1,331	
Redevelopment Fund	—	—	—	—	
Police Academy	—	—	—	—	
TIF 1A	—	—	—	—	
TIF 1B	—	—	—	—	
Sewer Reserve Fund	—	—	—	—	
Qualified Sinking Fund	—	—	—	—	
TIF 1C	—	—	—	—	
TIF 1D	—	—	—	—	
<b>Total Transfers Out</b>	<b>(11,861,738)</b>	<b>—</b>	<b>(819,302)</b>	<b>11,042,436</b>	<b>7%</b>

**NET TRANSFERS**

General Fund	(1,807,436)	—	(1,331)	1,806,105	—%
Sewer Fund	(219,933)	—	(220,633)	(700)	100%
Debt Service Fund	(7,986,769)	—	300,000	8,286,769	
Capital Improvement Fund	6,850,000	—	—	(6,850,000)	—%
Lottery Fund	(723,800)	—	—	723,800	—%
Economic Development Program Fund	1,034,681	—	—	(1,034,681)	
Off Street Parking Fund	2,382,624	—	(298,669)	(2,681,293)	
Redevelopment Fund	—	—	—	—	
Police Academy	—	—	—	—	
TIF 1A	—	—	—	—	
TIF 1B	—	—	—	—	
Sewer Reserve Fund	220,633	—	220,633	—	100%
Qualified Sinking Fund	250,000	—	—	(250,000)	—%
TIF 1C	—	—	—	—	
TIF 1D	—	—	—	—	
<b>Total Net Transfers</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

	Total All Funds				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
<b>OTHER REVENUE: BOND PROCEEDS</b>					
Sewer Fund	—	—	—	—	
Capital Improvement Fund	—	—	—	—	
Economic Development Program Fund	—	—	—	—	
Off Street Parking Fund	—	—	—	—	
Redevelopment Fund	—	—	—	—	
<b>Total Bond Proceeds</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	
<b>OTHER EXPENDITURES: CIP</b>					
Sewer Fund	2,720,000	41,900	43,428	(2,676,572)	2%
Capital Improvement Fund	7,874,305	209,562	627,639	(7,246,666)	8%
Off Street Parking Fund	9,354,000	830,089	5,587,831	(3,766,169)	60%
Redevelopment Fund	17,786,142	1,015,599	8,114,207	(9,671,935)	46%
<b>Total Capital Improvement</b>	<b>37,734,447</b>	<b>2,097,150</b>	<b>14,373,106</b>	<b>(23,361,341)</b>	<b>38%</b>
<b>OTHER EXPENDITURES: GRANTS</b>					
Economic Development Program Fund	5,500,000	—	1,939,031	(3,560,969)	35%
<b>Total Grants</b>	<b>5,500,000</b>	<b>—</b>	<b>1,939,031</b>	<b>(3,560,969)</b>	<b>35%</b>
<b>NET FUND ACTIVITY</b>					
General Fund	(900,210)	3,773,386	972,464	1,872,674	
Sewer Fund	(2,503,367)	(606,679)	(144,104)	2,359,262	
Debt Service Fund	7,815,169	601,093	44,964	(7,770,204)	
Capital Improvement Fund	(672,000)	(203,621)	(604,260)	67,740	
Lottery Fund	(330,605)	(13,128)	284,402	615,007	
Economic Development Program Fund	(5,469,208)	(8,143)	(2,947,986)	2,521,222	
Off Street Parking Fund	(8,956,445)	(823,807)	(6,808,260)	2,148,185	
Redevelopment Fund	(18,245,032)	(722,005)	(7,328,754)	10,916,277	
Police Academy	12,375	(14,590)	63,441	51,066	
TIF 1A	—	—	—	—	
TIF 1B	—	—	—	—	
Sewer Reserve Fund	227,543	5,489	237,691	10,148	
Qualified Sinking Fund	252,740	1,126	4,324	(248,416)	
TIF 1C	—	—	—	—	



CITY OF LA VISTA, NEBRASKA  
 COMBINED STATEMENT OF REVENUES, EXPENDITURES  
 AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES  
 For the Seventh Month Ending April 30, 2023  
 58% of the Fiscal Year 2023

TIF 1D		—	—	—	—
<b>Net Activity</b>		(28,769,039)	1,989,122	(16,226,079)	12,542,960

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**Total All Funds**

	<b>Ending Fund Balance As of</b>		
	<b>Budget 9/30/2023</b>	<b>4/30/2023</b>	<b>Variance</b>
<b>FUND BALANCE</b>			
General Fund	14,796,731	17,345,962	2,549,231
Sewer Fund	1,050,539	3,406,154	2,355,615
Debt Service Fund	11,273,864	3,835,687	(7,438,177)
Capital Improvement Fund	2,166,423	2,438,591	272,168
Lottery Fund	4,607,532	4,956,162	348,630
Economic Development Program Fund	—	2,042,139	2,042,139
Off Street Parking Fund	583,255	2,135,148	1,551,893
Redevelopment Fund	3,907,240	15,350,228	11,442,988
Police Academy	142,152	197,129	54,977
TIF 1A	—	—	—
TIF 1B	—	—	—
Sewer Reserve Fund	2,195,066	2,205,222	10,156
Qualified Sinking Fund	781,626	533,381	(248,245)
TIF 1C	—	—	—
TIF 1D	\$ —	—	—
<b>Net Fund Balance</b>	<b>\$ 41,504,428</b>	<b>\$ 54,445,804</b>	<b>\$ 12,941,376</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**General Fund**

	<b>Budget</b> <b>(12 month)</b>	<b>MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
Property taxes	\$ 11,152,784	\$ 4,319,017	\$ 5,973,851	\$ (5,178,933)	54%
Sales and use taxes	4,917,452	459,571	2,656,341	(2,261,111)	54%
Motor vehicle taxes	516,364	57,559	287,766	(228,598)	56%
Payments in Lieu of taxes	202,989	—	—	(202,989)	—%
State revenue	2,103,008	191,636	1,244,356	(858,652)	59%
Occupation and franchise taxes	4,032,382	188,512	1,812,806	(2,219,576)	45%
Licenses and permits	524,122	25,730	210,437	(313,685)	40%
Interest income	26,300	30,541	86,275	59,975	328%
Recreation Revenue	190,450	12,415	86,971	(103,479)	46%
Grant Income	245,910	2,506	55,960	(189,950)	23%
Other	312,128	3,791	152,712	(159,416)	49%
Garage fees	100,717	—	8,416	(92,302)	8%
<b>Total Revenues</b>	<b>24,324,606</b>	<b>5,291,278</b>	<b>12,575,891</b>	<b>(11,748,715)</b>	<b>52%</b>
<b>EXPENDITURES</b>					
Administrative Services	611,240	45,634	355,351	(255,889)	58%
Mayor and Council	234,488	12,729	109,824	(124,664)	47%
Boards & Commissions	7,154	239	2,137	(5,017)	30%
Building Maintenance	793,780	32,736	280,845	(512,935)	35%
Administration	745,600	44,410	419,399	(326,201)	56%
Police and Animal Control	6,460,467	457,051	3,447,041	(3,013,426)	53%
Fire	2,821,318	228,022	1,583,991	(1,237,328)	56%
Community Development	769,345	54,508	391,685	(377,660)	51%
Public Works	4,712,703	268,477	2,139,904	(2,572,799)	45%
Recreation	1,023,745	52,487	395,470	(628,275)	39%
Library	1,125,468	69,369	579,316	(546,152)	51%
Information Technology	549,126	20,810	323,421	(225,706)	59%
Human Resources	1,108,281	81,452	569,812	(538,469)	51%
Public Transportation	128,328	6,935	55,187	(73,142)	43%
Finance	647,835	73,090	444,870	(202,964)	69%
Communication	309,992	22,602	183,660	(126,332)	59%
Capital outlay	1,368,510	47,344	320,183	(1,048,327)	23%
<b>Total Expenditures</b>	<b>23,417,380</b>	<b>1,517,893</b>	<b>11,602,096</b>	<b>(11,815,284)</b>	<b>50%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>907,226</b>	<b>3,773,386</b>	<b>973,795</b>	<b>66,569</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**General Fund**

	<b>Budget (12 month)</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (Lottery)	523,100	—	298,669	(224,431)	57%
Operating transfers out (DSF, OSP, CIP)	(2,330,536)	—	(300,000)	2,030,536	13%
<b>Total other Financing Sources (Uses)</b>	<b>(1,807,436)</b>	<b>—</b>	<b>(1,331)</b>	<b>1,806,105</b>	<b>—%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (900,210)</b>	<b>\$ 3,773,386</b>	<b>\$ 972,464</b>	<b>\$ 1,872,674</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**Sewer Fund**

	<b>Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>Over(under)</b>	<b>% of Budget</b>
	<b>(12 month)</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Used</b>
<b>REVENUES</b>					
User fees	\$ 4,780,971	\$ —	\$ 2,364,544	\$ (2,416,427)	49%
Service charge and hook-up fees	125,110	1,623	18,623	(106,487)	15%
Miscellaneous	21	3	26	5	126%
<b>Total Revenues</b>	<b>4,906,102</b>	<b>1,626</b>	<b>2,383,194</b>	<b>(2,522,908)</b>	<b>49%</b>
<b>EXPENDITURES</b>					
Personnel Services	678,116	46,736	360,716	(317,399)	53%
Commodities	36,064	6,834	21,905	(14,159)	61%
Contract Services	3,414,165	516,804	1,634,883	(1,779,281)	48%
Maintenance	40,257	1,050	21,534	(18,723)	53%
Other	400	—	(1,133)	(1,533)	(283)%
Storm Water	59,926	—	1,800	(58,126)	3%
Capital Outlay	243,478	—	249,885	6,407	103%
Debt service					
Principal	—	—	—	—	—%
Interest	—	—	—	—	—%
<b>Total Expenditures</b>	<b>4,472,406</b>	<b>571,425</b>	<b>2,289,592</b>	<b>(2,182,814)</b>	<b>51%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>433,696</b>	<b>(569,798)</b>	<b>93,602</b>	<b>(340,094)</b>	
<b>NON-OPERATING REVENUE</b>					
Interest income	2,870	5,019	26,355	23,485	918%
<b>INCOME (LOSS) BEFORE TRANSFERS</b>	<b>2,870</b>	<b>5,019</b>	<b>26,355</b>	<b>23,485</b>	<b>918%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	700	—	—	(700)	—%
Operating transfers out	(220,633)	—	(220,633)	—	100%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(2,720,000)	(41,900)	(43,428)	2,676,572	2%
<b>Total other Financing Sources (Uses)</b>	<b>(2,939,933)</b>	<b>(41,900)</b>	<b>(264,061)</b>	<b>2,675,872</b>	<b>9%</b>
<b>NET INCOME (LOSS)</b>	<b>\$ (2,503,367)</b>	<b>\$ (606,679)</b>	<b>\$ (144,104)</b>	<b>\$ 2,359,262</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**Debt Service Fund**

	<b>Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>Over(under)</b>	<b>% of Budget</b>
	<b>(12 month)</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Used</b>
<b>REVENUES</b>					
Property Taxes	\$ 898,223	\$ 345,644	\$ 481,453	\$ (416,770)	54%
Sales and use taxes	2,430,603	229,785	1,328,171	(1,102,433)	55%
Motor vehicle taxes	3,636	966	1,532	(2,104)	42%
Payments in Lieu of taxes	20,298	—	—	(20,298)	—%
Other (Assessments/Fire Reimbursement)	504,338	42,468	294,636	(209,702)	58%
Interest income	5,030	3,495	16,824	11,794	334%
Bond Proceeds	15,000,000	—	—	(15,000,000)	—%
<b>Total Revenues</b>	<b>18,862,129</b>	<b>622,357</b>	<b>2,122,615</b>	<b>(16,739,514)</b>	<b>11%</b>
<b>EXPENDITURES</b>					
Administration	69,507	3,239	5,784	(63,723)	8%
Fire Contract Bond	218,051	18,025	126,175	(91,876)	58%
Debt service					
Principal	2,100,000	—	2,046,500	(53,500)	97%
Interest	672,633	—	199,191	(473,442)	30%
<b>Total Expenditures</b>	<b>3,060,191</b>	<b>21,264</b>	<b>2,377,651</b>	<b>(682,540)</b>	<b>78%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>15,801,938</b>	<b>601,093</b>	<b>(255,036)</b>	<b>(16,056,973)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF Hwy Alloc)	300,000	—	300,000	—	100%
Operating transfers out (CIP, OSP)	(8,286,769)	—	—	8,286,769	—%
<b>Total other Financing Sources (Uses)</b>	<b>(7,986,769)</b>	<b>—</b>	<b>300,000</b>	<b>8,286,769</b>	
<b>NET FUND ACTIVITY</b>	<b>\$ 7,815,169</b>	<b>\$ 601,093</b>	<b>\$ 44,964</b>	<b>\$ (7,770,204)</b>	



**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**Capital Improvement Program Fund**

	<b>Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>Over(under)</b>	<b>% of Budget</b>
	<b>(12 month)</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Used</b>
<b>REVENUES</b>					
Interest income	\$ 22,305	\$ 5,941	\$ 23,379	\$ 1,074	105%
Grant income	330,000	—	—	(330,000)	—%
Special assessment	—	—	—	—	—%
Other income	—	—	—	—	—%
<b>Total Revenues</b>	<b>352,305</b>	<b>5,941</b>	<b>23,379</b>	<b>(328,926)</b>	<b>7%</b>
<b>EXPENDITURES</b>					
Administration	—	—	—	—	—%
Other	—	—	—	—	—%
<b>Total Expenditures</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>352,305</b>	<b>5,941</b>	<b>23,379</b>	<b>(328,926)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
				—	
Operating transfers in (GF, DSF, LF)	6,850,000	—	—	(6,850,000)	—%
Operating transfers out (DSF)	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Capital outlay	(7,874,305)	(209,562)	(627,639)	7,246,666	8%
<b>Total other Financing Sources (Uses)</b>	<b>(1,024,305)</b>	<b>(209,562)</b>	<b>(627,639)</b>	<b>396,666</b>	<b>61%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (672,000)</b>	<b>\$ (203,621)</b>	<b>\$ (604,260)</b>	<b>\$ 67,740</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**Lottery Fund**

	<b>Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>Over(under)</b>	<b>% of Budget</b>
	<b>(12 month)</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Used</b>
<b>REVENUES</b>					
Lottery Rev/Community Betterment	\$ 900,000	\$ 72,534	\$ 503,926	\$ (396,074)	56%
Lottery Tax Form 51	313,043	29,014	189,029	(124,014)	60%
Interest income	14,325	7,952	24,583	10,258	172%
Miscellaneous / Other	—	—	—	—	—%
<b>Total Revenues</b>	<b>1,227,368</b>	<b>109,500</b>	<b>717,537</b>	<b>(509,831)</b>	<b>58%</b>
<b>EXPENDITURES</b>					
Professional Services	109,580	2,000	33,518	(76,062)	31%
Salute to Summer	—	—	—	—	—%
Community Events	361,550	89,951	203,291	(158,259)	56%
Events - Marketing	50,000	1,662	7,297	(42,703)	15%
Recreation Events	—	—	—	—	—%
Concert & Movie Nights	—	—	—	—	—%
State Taxes	313,043	29,014	189,029	(124,014)	60%
<b>Total Expenditures</b>	<b>834,174</b>	<b>122,627</b>	<b>433,135</b>	<b>(401,038)</b>	<b>52%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>393,195</b>	<b>(13,128)</b>	<b>284,402</b>	<b>(108,793)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	
Operating transfers out (GF, SF, DSF, CIP)	(723,800)	—	—	723,800	—%
<b>Total other Financing Sources (Uses)</b>	<b>(723,800)</b>	<b>—</b>	<b>—</b>	<b>723,800</b>	<b>—%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (330,605)</b>	<b>\$ (13,128)</b>	<b>\$ 284,402</b>	<b>\$ 615,007</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**Economic Development Program Fund**

	<b>Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>Over(under)</b>	<b>% of Budget</b>
	<b>(12 month)</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Used</b>
<b>REVENUES</b>					
Other Income (Grant Payments)	\$ 145,747	\$ 26,630	\$ 114,480	\$ (31,267)	79%
Interest income	—	14,009	26,501	26,501	—%
<b>Total Revenues</b>	<b>145,747</b>	<b>40,639</b>	<b>140,981</b>	<b>(4,766)</b>	<b>97%</b>
<b>EXPENDITURES</b>					
Professional Services	—	—	—	—	—%
Financial / Legal Fees	500	400	800	300	160%
Debt service: (Warrants)					
Principal	1,050,000	—	1,050,000	—	100%
Interest	99,136	48,382	99,136	—	100%
<b>Total Expenditures</b>	<b>1,149,636</b>	<b>48,782</b>	<b>1,149,936</b>	<b>300</b>	<b>100%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(1,003,889)</b>	<b>(8,143)</b>	<b>(1,008,955)</b>	<b>(5,066)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF, DSF)	1,034,681	—	—	(1,034,681)	—%
Operating transfers out	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Community Development - Grant	(5,500,000)	—	(1,939,031)	3,560,969	35%
<b>Total other Financing Sources (Uses)</b>	<b>(4,465,319)</b>	<b>—</b>	<b>(1,939,031)</b>	<b>2,526,288</b>	<b>43%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (5,469,208)</b>	<b>\$ (8,143)</b>	<b>\$ (2,947,986)</b>	<b>\$ 2,521,222</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**Off Street Parking Fund**

	<b>Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>Over(under)</b>	<b>% of Budget</b>
	<b>(12 month)</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Used</b>
<b>REVENUES</b>					
Garage fees	\$ —	\$ 480	\$ 8,941	\$ 8,941	—%
Interest income	1,010	6,894	38,046	37,036	3767%
<b>Total Revenues</b>	<u>1,010</u>	<u>7,374</u>	<u>46,987</u>	<u>45,977</u>	<u>4652%</u>
<b>EXPENDITURES</b>					
General & Administrative	1,480	—	350	(1,130)	24%
Professional Services	170,465	792	96,076	(74,389)	56%
Maintenance	16,155	—	460	(15,695)	3%
Commodities	11,210	300	300	(10,910)	3%
Debt service:					
Principal	1,210,000	—	647,771	(562,229)	54%
Interest	576,769	—	223,790	(352,979)	39%
<b>Total Expenditures</b>	<u>1,986,079</u>	<u>1,092</u>	<u>968,747</u>	<u>(1,017,332)</u>	<u>49%</u>
<b>REVENUES NET OF EXPENDITURES</b>	<u>(1,985,069)</u>	<u>6,282</u>	<u>(921,760)</u>	<u>1,063,309</u>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF, DSF, RDF)	2,682,624	—	—	(2,682,624)	—%
Operating transfers out	(300,000)	—	(298,669)	1,331	100%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(9,354,000)	(830,089)	(5,587,831)	3,766,169	60%
<b>Total other Financing Sources (Uses)</b>	<u>(6,971,376)</u>	<u>(830,089)</u>	<u>(5,886,500)</u>	<u>1,084,876</u>	<u>84%</u>
<b>NET FUND ACTIVITY</b>	<u>\$ (8,956,445)</u>	<u>\$ (823,807)</u>	<u>\$ (6,808,260)</u>	<u>\$ 2,148,185</u>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**Redevelopment Fund**

	<b>Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>Over(under)</b>	<b>% of Budget</b>
	<b>(12 month)</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Used</b>
<b>REVENUES</b>					
Sales and use taxes	\$ 2,430,603	\$ 229,785	\$ 1,328,171	(1,102,433)	55%
Occupation and franchise taxes	57,586	12	141	(57,445)	—%
Interest income	19,585	64,958	158,727	139,142	810%
<b>Total Revenues</b>	<u>2,507,774</u>	<u>294,755</u>	<u>1,487,039</u>	<u>(1,020,735)</u>	<u>59%</u>
<b>EXPENDITURES</b>					
Professional Services	285,000	1,162	35,779	(249,221)	13%
Financial / Legal Fees	1,750	—	850	(900)	49%
Debt service: (Warrants)				—	—%
Principal	1,350,000	—	—	(1,350,000)	—%
Interest	1,329,914	—	664,957	(664,957)	50%
<b>Total Expenditures</b>	<u>2,966,664</u>	<u>1,162</u>	<u>701,586</u>	<u>(2,265,078)</u>	<u>24%</u>
<b>REVENUES NET OF EXPENDITURES</b>	<u>(458,890)</u>	<u>293,594</u>	<u>785,453</u>	<u>1,244,343</u>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out (OSP)	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(17,786,142)	(1,015,599)	(8,114,207)	9,671,935	46%
<b>Total other Financing Sources (Uses)</b>	<u>(17,786,142)</u>	<u>(1,015,599)</u>	<u>(8,114,207)</u>	<u>9,671,935</u>	
<b>NET FUND ACTIVITY</b>	<u><u>\$(18,245,032)</u></u>	<u><u>\$ (722,005)</u></u>	<u><u>\$ (7,328,754)</u></u>	<u><u>\$ 10,916,277</u></u>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**Police Academy Fund**

	<b>Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>Over(under)</b>	<b>% of budget</b>
	<b>(12 month)</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Used</b>
<b>REVENUES</b>					
Academy income	\$ 214,500	\$ —	\$ 185,074	\$ (29,426)	86%
Interest income	140	25	436	296	311%
Other income	—	—	—	—	—%
<b>Total Revenues</b>	<u>214,640</u>	<u>25</u>	<u>185,510</u>	<u>(29,130)</u>	<u>86%</u>
<b>EXPENDITURES</b>					
Personnel Services	184,165	14,044	105,737	(78,427)	57%
Commodities	2,150	144	1,425	(725)	66%
Contract Services	10,450	271	4,849	(5,601)	46%
Other Charges	5,500	156	10,058	4,558	183%
<b>Total Expenditures</b>	<u>202,265</u>	<u>14,615</u>	<u>122,069</u>	<u>(80,196)</u>	<u>60%</u>
<b>REVENUES NET OF EXPENDITURES</b>	<u>12,375</u>	<u>(14,590)</u>	<u>63,441</u>	<u>51,066</u>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF)	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	
<b>NET FUND ACTIVITY</b>	<u>\$ 12,375</u>	<u>\$ (14,590)</u>	<u>\$ 63,441</u>	<u>\$ 51,066</u>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**TIF 1A Fund**

	<b>Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>Over(under)</b>	<b>% of Budget</b>
	<b>(12 month)</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Used</b>
<b>REVENUES</b>					
Property Tax	\$ 389,569	\$ —	\$ —	(389,569)	—%
<b>Total Revenues</b>	<u>389,569</u>	<u>—</u>	<u>—</u>	<u>(389,569)</u>	<u>—%</u>
<b>EXPENDITURES</b>					
TIF Distributed Funds	385,673	—	—	(385,673)	—%
Contract Services	3,896	—	—	(3,896)	—%
<b>Total Expenditures</b>	<u>389,569</u>	<u>—</u>	<u>—</u>	<u>(389,569)</u>	<u>—%</u>
<b>REVENUES NET OF EXPENDITURES</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—%</u>
<b>Total other Financing Sources (Uses)</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	
<b>NET FUND ACTIVITY</b>	<u><u>\$ —</u></u>	<u><u>\$ —</u></u>	<u><u>\$ —</u></u>	<u><u>\$ —</u></u>	



**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**TIF 1B Fund**

	<b>Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>Over(under)</b>	<b>% of Budget</b>
	<b>(12 month)</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Used</b>
<b>REVENUES</b>					
Property Tax	\$ 491,954	\$ —	\$ —	(491,954)	—%
<b>Total Revenues</b>	<u>491,954</u>	<u>—</u>	<u>—</u>	<u>(491,954)</u>	<u>—%</u>
<b>EXPENDITURES</b>					
TIF Distributed Funds	487,034	—	—	(487,034)	—%
Contract Services	4,920	—	—	(4,920)	—%
<b>Total Expenditures</b>	<u>491,954</u>	<u>—</u>	<u>—</u>	<u>(491,954)</u>	<u>—%</u>
<b>REVENUES NET OF EXPENDITURES</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—%</u>
<b>Total other Financing Sources (Uses)</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	
<b>NET FUND ACTIVITY</b>	<u><u>\$ —</u></u>	<u><u>\$ —</u></u>	<u><u>\$ —</u></u>	<u><u>\$ —</u></u>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**Sewer Reserve Fund**

	<b>Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>Over(under)</b>	<b>% of Budget</b>
	<b>(12 month)</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Used</b>
<b>REVENUES</b>					
Interest income	\$ 6,910	\$ 5,489	\$ 17,058	10,148	247%
<b>Total Revenues</b>	<u>6,910</u>	<u>5,489</u>	<u>17,058</u>	<u>10,148</u>	<u>247%</u>
<b>EXPENDITURES</b>					
Other	—	—	—	—	—%
<b>Total Expenditures</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—%</u>
<b>REVENUES NET OF EXPENDITURES</b>	<u>6,910</u>	<u>5,489</u>	<u>17,058</u>	<u>10,148</u>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	220,633	—	220,633	—	100%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<u>220,633</u>	<u>—</u>	<u>220,633</u>	<u>—</u>	
<b>NET FUND ACTIVITY</b>	<u>\$ 227,543</u>	<u>\$ 5,489</u>	<u>\$ 237,691</u>	<u>\$ 10,148</u>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
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**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**Qualified Sinking Fund**

	<b>Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>Over(under)</b>	<b>% of Budget</b>
	<b>(12 month)</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Used</b>
<b>REVENUES</b>					
Interest income	\$ 2,740	\$ 1,126	\$ 4,324	1,584	158%
<b>Total Revenues</b>	<u>2,740</u>	<u>1,126</u>	<u>4,324</u>	<u>1,584</u>	<u>158%</u>
<b>EXPENDITURES</b>					
Other	—	—	—	—	—%
<b>Total Expenditures</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—%</u>
<b>REVENUES NET OF EXPENDITURES</b>	<u>2,740</u>	<u>1,126</u>	<u>4,324</u>	<u>1,584</u>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	250,000	—	—	(250,000)	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<u>250,000</u>	<u>—</u>	<u>—</u>	<u>(250,000)</u>	
<b>NET FUND ACTIVITY</b>	<u>\$ 252,740</u>	<u>\$ 1,126</u>	<u>\$ 4,324</u>	<u>\$ (248,416)</u>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**TIF 1C Fund**

	<b>Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>Over(under)</b>	<b>% of Budget</b>
	<b>(12 month)</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Used</b>
<b>REVENUES</b>					
Property Tax	\$ 48,302	\$ —	\$ —	(48,302)	—%
<b>Total Revenues</b>	<u>48,302</u>	<u>—</u>	<u>—</u>	<u>(48,302)</u>	<u>—%</u>
<b>EXPENDITURES</b>					
TIF Distributed Funds	47,819	—	—	(47,819)	—%
Contract Services	483	—	—	(483)	—%
<b>Total Expenditures</b>	<u>48,302</u>	<u>—</u>	<u>—</u>	<u>(48,302)</u>	<u>—%</u>
<b>REVENUES NET OF EXPENDITURES</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	
<b>NET FUND ACTIVITY</b>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
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**For the Seventh Month Ending April 30, 2023**  
**58% of the Fiscal Year 2023**

**TIF 1D Fund**

	<b>Budget (12 month)</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Property Tax	\$ 21,672	\$ —	\$ —	(21,672)	—%
<b>Total Revenues</b>	<u>21,672</u>	<u>—</u>	<u>—</u>	<u>(21,672)</u>	<u>—%</u>
<b>EXPENDITURES</b>					
TIF Distributed Funds	21,455	—	—	(21,455)	—%
Contract Services	217	—	—	(217)	—%
<b>Total Expenditures</b>	<u>21,672</u>	<u>—</u>	<u>—</u>	<u>(21,672)</u>	<u>—%</u>
<b>REVENUES NET OF EXPENDITURES</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	
<b>NET FUND ACTIVITY</b>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	

Approved for payment  
BF 6/5/23  
16.71.0917-STRT17005

Design Workshop, Inc.  
Landscape Architecture  
Planning  
Urban Design  
Strategic Services

June 5, 2023

Invoice No: 0074527

Cindy Miserez  
City of La Vista  
8116 Parkview Blvd.  
La Vista, NE 68128

**Current Invoice Total \$7,837.50**

Project 006605.00 La Vista - 84th Street Bridge

**Professional Services from May 1, 2023 to May 31, 2023**

Task 001 1.1 Preliminary Design

**Fee**

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	18,400.00	100.00	18,400.00	18,400.00	0.00
Consultant	1,500.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	5.45	109.00	109.00	0.00
<b>Total Fee</b>					<b>0.00</b>
<b>Total this Task</b>					<b>0.00</b>

Task 002 1.2 Final Design

**Fee**

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	27,600.00	46.8841	12,940.00	12,940.00	0.00
Consultant	3,000.00	52.9583	1,588.75	1,588.75	0.00
Reimbursable Expenses	2,000.00	0.437	8.74	8.74	0.00
<b>Total Fee</b>					<b>0.00</b>
<b>Total this Task</b>					<b>0.00</b>

Task 003 2.0 Civil and Structural

**Fee**

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Schemmer	152,270.00	41.7203	63,527.50	55,690.00	7,837.50
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>					<b>7,837.50</b>

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Raleigh  
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303-623-5186

Project	006605.00	La Vista - 84th Street Bridge	Invoice	0074527
			<b>Total this Task</b>	<b>\$7,837.50</b>
			<b>Total this Invoice</b>	<b><u>\$7,837.50</u></b>

**Outstanding Invoices**

Number	Date	Balance
0074365	5/8/2023	3,707.50
<b>Total</b>		<b>3,707.50</b>

**Total Now Due** **\$11,545.00**

Please include invoice number on remittance to: 1390 Lawrence Street, Suite 100, Denver, CO 80204

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Raleigh  
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303-623-5186



## City of La Vista

## Detailed Payment

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

Description	M376(407) City of La Vista- 2023 Pavement Rehabilitation and Resurfacing	Percent Complete By Value	37.3 %
Payment Number	1 Week Ending 5/27/2023	Percent Complete By Time	N/A
Prime Contractor	Spencer Management LLC	Contract Status	Under Const
Total Contract Value	\$1,287,407.64		
Retainage To Date	\$47,981.85 10%		
Total Amount Due	\$431,836.65		
Previous Payment	\$0.00		
Current Payment	\$431,836.65 ← PAY THIS AMOUNT		

## Contractors Working

Sun: No  
 Mon: Yes  
 Tues: Yes  
 Wed: Yes  
 Thur: Yes  
 Fri: Yes  
 Sat: No

OK TO PAY  
 PMD 6/10/23  
 05.71.0917.000 - STREET 23011  
 (UBAS) = \$214,724.25  
 05.71.0917.000 - STREET 23012  
 (2023 REHAB) = \$217,112.40

6-5-2023

Justin Moore

Contractor/Date

George Giese

Digitally signed by George Giese  
 DN: C=US,  
 E=ggiese@benesch.com, O=Alfred  
 Benesch & Co., CN=George Giese  
 Date: 2023.06.06 13:01:57-05'00'

Project Representative/Date

Project Manager/Date

Pete M2

6/10/23

City Construction Engineer/Date





# City of La Vista Public Works Department

## Detailed Payment

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

Description	M376(407) City of La Vista- 2023 Pavement Rehabilitation and Resurfacing
Payment Number	1
Pay Period	05/01/2023 to 05/27/2023
Prime Contractor	Spencer Management LLC
Payment Status	Pending
Awarded Project Amount	\$1,287,407.64
Authorized Amount	\$1,287,407.64

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - M376(407)- Terry Dr, Lillian Ave, 78th St										
0001	101.003	EA	\$50.000	11.000	4.000	0.000	4.000	4.000	\$200.00	\$200.00
CURB INLET PROTECTION										
0002	102.001	EA	\$100.000	41.000	10.000	0.000	10.000	10.000	\$1,000.00	\$1,000.00
CLEARING AND GRUBBING PER INTERSECTION CORNER										
0003	102.3	HOUR	\$50.000	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TRIM TREE ROOT										

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

05/31/2023

Page 1 of 9

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Paid To Date	Current Payment Amount	Total Amount Paid To Date
0004	103.17	SF	\$50.000	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND RESET EXISTING RETAINING WALL										
0005	103.41	LF	\$45.000	12.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND RELOCATE FENCE										
0006	105.003	SY	\$3.920	28,435.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PERFORM 2" COLD--PLANING-ASPHALT										
0007	105.013	SY	\$5.000	400.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PERFORM 2" COLD PLANING-CONCRETE										
0008	105.14	SF	\$2.500	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE SIDEWALK										
0009	201.1	CY	\$16.000	15.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EXCAVATION HAUL-OFF										
0010	201.3	CY	\$21.000	15.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EMBANKMENT - BORROW										
0011	301.004	SY	\$18.000	74.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 4" AGGREGATE SUBBASE COURSE										
0012	401.001	TON	\$132.190	2,608.759	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT ASPHALT SURFACE COURSE, TYPE SPR FINE (PG64-34)										
0013	401.04	TON	\$218.380	45.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT ASPHALTIC CONCRETE FOR PAVEMENT REPAIR, TYPE SPR (PG64-34)										
0014	501.0	SY	\$78.000	2,527.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR										

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

05/31/2023

Page 2 of 9

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0015	501.001	SY	\$82.000	1,501.000	1,145.000	0.000	1,145.000	1,145.000	\$93,890.00	\$93,890.00
CONSTRUCT 9-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR										
0016	501.003	SY	\$94.000	299.000	320.000	0.000	320.000	320.000	\$30,080.00	\$30,080.00
CONSTRUCT 11-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR										
0017	501.4	EA	\$725.000	13.000	1.000	0.000	1.000	1.000	\$725.00	\$725.00
ADJUST UTILITY VALVE TO GRADE										
0018	501.45	EA	\$800.000	33.000	2.000	0.000	2.000	2.000	\$1,600.00	\$1,600.00
ADJUST UTILITY MANHOLE TO GRADE										
0019	503.1	SF	\$12.000	100.000	12.000	0.000	12.000	12.000	\$144.00	\$144.00
CONSTRUCT SIDEWALK CURB WALL										
0020	503.202	SF	\$7.500	295.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 6-INCH IMPRINTED PCC SURFACING										
0021	504.0	SF	\$14.750	1,739.000	240.000	0.000	240.000	240.000	\$3,540.00	\$3,540.00
CONSTRUCT PCC CURB RAMP										
0022	504.1	SF	\$30.000	376.000	88.000	0.000	88.000	88.000	\$2,640.00	\$2,640.00
CONSTRUCT DETECTABLE WARNING PANEL										
0023	605.0	SF	\$40.000	200.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT SEGMENTAL RETAINING WALL										
0024	607.0	CY	\$2,000.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT REINFORCED PCC RETAINING WALL										
0025	802.7	SY	\$12.000	29.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL SODDING										

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

05/31/2023

Page 3 of 9

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Estimated Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0026	803.202	SY	\$2.750	49.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - TYPE B										
0027	905.05	LF	\$5.950	147.500	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 5" WHITE										
0028	905.08	LF	\$12.850	56.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 12" WHITE										
0029	905.1	LF	\$29.250	168.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 24" WHITE										
0030	905.12	LF	\$5.950	240.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 5" YELLOW										
0031	906.101	DAY	\$55.000	7.000	7.000	0.000	7.000	7.000	\$385.00	\$385.00
FURNISH FLASHING ARROW PANEL										
0032	906.401	EA	\$55.000	41.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PROVIDE TEMPORARY TRAFFIC CONTROL - PER INTERSECTION CORNER										
0033	1002.1	LF	\$32.000	1,179.000	1,301.000	0.000	1,301.000	1,301.000	\$41,632.00	\$41,632.00
REPAIR CURB AND GUTTER										
0034	1002.101	SY	\$62.000	63.000	18.000	0.000	18.000	18.000	\$1,116.00	\$1,116.00
REPAIR DRIVEWAY										
0035	1004.4	EA	\$3,000.000	8.000	3.000	0.000	3.000	3.000	\$9,000.00	\$9,000.00
REMOVE AND REPLACE PRECAST INLET TOP										
0036	1102.0	EA	\$53.000	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND INSTALL NEW SPRINKLER SYSTEM HEAD										

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

05/31/2023

Page 4 of 9

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0037	1109.0	LS	\$38,000.000	1.000	1.000	0.000	1.000	1.000	\$38,000.00	\$38,000.00
MOBILIZATION/DEMOBILIZATION										
0038	1110.05	EA	\$300.000	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TOWING										
0039	8000.016	EA	\$4,000.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RECONSTRUCT INLET										
0040	8000.03	EA	\$2,650.000	2.000	1.000	0.000	1.000	1.000	\$2,650.00	\$2,650.00
PROVIDE TEMPORARY TRAFFIC CONTROL- PER SEGMENT										
0041	8000.04	HR	\$85.000	14.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RENTAL OF LOADER, FULLY OPERATED										
0042	8000.041	HR	\$85.000	14.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RENTAL OF SKID LOADER, FULLY OPERATED										
0043	8000.042	HR	\$95.000	14.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RENTAL OF DUMP TRUCK, FULLY OPERATED										
0044	9000.001	SF	\$6.500	2,816.000	2,201.000	0.000	2,201.000	2,201.000	\$14,306.50	\$14,306.50
REPAIR 4" CONCRETE SIDEWALK										
0045	9000.002	SF	\$7.500	21.333	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REPAIR 6" CONCRETE SIDEWALK										
0046	9000.003	SY	\$78.000	1,620.795	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT CONCRETE BASE REPAIR (TYPE L65)										
0047	9000.004	SY	\$87.000	499.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ONE-DAY CONCRETE COMPRESSIVE STRENGTH PAYMENT										

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

05/31/2023

Page 5 of 9

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Payments Paid Quantity	Total Quantity Paid To Date	Total Quantity Paid To Date	Current Payment Amount	Total Amount Paid To Date
0048	9000.005	EACH	\$2.500	4,499.000	131.000	0.000	131.000	131.000	\$327.50	\$327.50
EPOXY COATED TIE BARS										
0049	9000.006	LB	\$3.000	2,938.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CAST IRON										
<b>Section Totals:</b>									\$241,236.00	\$241,236.00
<b>Section: 2 - Crestview Heights</b>										
0050	101.003	EA	\$50.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CURB INLET PROTECTION - CRESTVIEW HEIGHTS										
0051	102.3	HOUR	\$50.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TRIM TREE ROOT - CRESTVIEW HEIGHTS										
0052	301.004	SY	\$18.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 4" AGGREGATE SUBBASE COURSE - CRESTVIEW HEIGHTS										
0053	501	SY	\$78.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR - CRESTVIEW HEIGHTS										
0054	501.001	SY	\$82.000	1.000	2,859.000	0.000	2,859.000	2,859.000	\$234,438.00	\$234,438.00
CONSTRUCT 9-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR - CRESTVIEW HEIGHTS										
0055	501.003	SY	\$94.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 11-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR - CRESTVIEW HEIGHTS										
0056	501.4	EA	\$725.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ADJUST UTILITY VALVE TO GRADE - CRESTVIEW HEIGHTS										
0057	501.45	EA	\$800.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ADJUST UTILITY MANHOLE TO GRADE - CRESTVIEW HEIGHTS										

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

05/31/2023

Page 6 of 9

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0058	802.7	SY	\$12.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL SODDING - CRESTVIEW HEIGHTS										
0059	803.202	SY	\$2.750	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - TYPE B - CRESTVIEW HEIGHTS										
0060	906.101	DAY	\$55.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FURNISH FLASHING ARROW PANEL - CRESTVIEW HEIGHTS										
0061	1002.1	LF	\$32.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REPAIR CURB AND GUTTER - CRESTVIEW HEIGHTS										
0062	1002.101	SY	\$62.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REPAIR DRIVEWAY - CRESTVIEW HEIGHTS										
0063	1004.4	EA	\$3,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND REPLACE PRECAST INLET TOP - CRESTVIEW HEIGHTS										
0064	1102	EA	\$53.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND INSTALL NEW SPRINKLER SYSTEM HEAD - CRESTVIEW HEIGHTS										
0065	1110.05	EA	\$300.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TOWING - CRESTVIEW HEIGHTS										
0066	8000.03	EA	\$2,650.000	1.000	1.000	0.000	1.000	1.000	\$2,650.00	\$2,650.00
PROVIDE TEMPORARY TRAFFIC CONTROL- PER SEGMENT - CRESTVIEW HEIGHTS										
0067	8000.04	HR	\$85.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RENTAL OF LOADER, FULLY OPERATED - CRESTVIEW HEIGHTS										
0068	8000.041	HR	\$85.000	1.000	15.200	0.000	15.200	15.200	\$1,292.00	\$1,292.00
RENTAL OF SKID LOADER, FULLY OPERATED - CRESTVIEW HEIGHTS										

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

05/31/2023

Page 7 of 9

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Contracted Quantity	Previously Paid Quantity	Total Quantity Paid To Date	Total Quantity Billed To Date	Current Payment Amount	Total Amount Paid To Date
0069	8000.042	HR	\$95.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RENTAL OF DUMP TRUCK, FULLY OPERATED - CRESTVIEW HEIGHTS										
0070	9000.004	SY	\$87.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ONE-DAY CONCRETE COMPRESSIVE STRENGTH PAYMENT - CRESTVIEW HEIGHTS										
0071	9000.005	EACH	\$2.500	1.000	81.000	0.000	81.000	81.000	\$202.50	\$202.50
EPOXY COATED TIE BARS - CRESTVIEW HEIGHTS										
0072	9000.006	LB	\$3.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CAST IRON - CRESTVIEW HEIGHTS										
<b>Section Totals:</b>									\$238,582.50	\$238,582.50
<b>Total Payments:</b>									\$479,818.50	\$479,818.50

## Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
2023 City of La Vista- Pavement Rehabilitation and Resurfacing Completion Date	08/05/2023	08/05/2023	N/A	\$0.00	N/A	70.0 Days	\$0.00
<b>Total Damages:</b>							\$0.00

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

05/31/2023

Page 8 of 9



## Summary

Current Approved Work:	\$479,818.50	Approved Work To Date:	\$479,818.50
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$47,981.85	Retainage To Date:	\$47,981.85
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$431,836.65	Payments To Date:	\$431,836.65
Previous Payment:	\$0.00	Previous Payments To Date:	\$0.00

## Funding Details

Crestview Heights:	\$238,582.50	Crestview Heights To Date:	\$238,582.50
M376(407)- Terry Dr, Lillian Ave, 78th St:	\$241,236.00	M376(407)- Terry Dr, Lillian Ave, 78th St To Date:	\$241,236.00
Current Payment:	\$479,818.50	Payments To Date:	\$479,818.50



# MCANANY CONSTRUCTION

15320 Midland Drive  
Shawnee, KS 66217

Phone: (913) 631-5440

Fax: (913) 631-7043

## Invoice

Invoice Number
----------------

4324
------

Invoice Date
--------------

5/31/2023
-----------

**Bill To:** City of La Vista  
8116 Parkview Blvd

La Vista, NE 68128

**Re:** La Vista UBAS  
La Vista

Papillion, NE

Job No		Customer Job No		Customer PO		Payment Terms	Due Date
3039						Net 30 Days	6/30/2023
ID	Description			Quantity	U/M	Rate/Unit	Price
See Attached				1.00	LS	339,645.00	339,645.00

Ok to pay  
05.71.0917.000 - START 23011  
6/13/23  
J.C.

**Invoice Total:** 339,645.00

**Retainage:** 0.00

**Total Amount Due:** 339,645.00

*All applicable sales taxes included*

*Thank you for your business!*

Job Name: La Vista UBAS

McAnany Job No. 3039

[illegible]



Value Focused. Community Minded. Quality Driven.

Pat Dowse  
City Engineer  
City of La Vista  
9900 Portal Road  
La Vista, NE 68128

May 24, 2023

Project No: 00120802.00

Invoice No: 246345

Preliminary & Final Design  
Terry Drive, Lillian Avenue & South 78th Street  
Pavement Rehabilitation

**Professional Services from April 10, 2023 to May 7, 2023**

Task	00000	Project Management & Meetings			
<b>Professional Personnel</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
E3b Proj Coord I, Const Rep II					
Giese, George			1.00	127.00	127.00
Totals			1.00		127.00
<b>Total Labor</b>					<b>127.00</b>
				<b>Total this Task</b>	<b>\$127.00</b>

Task	00004	Public Involvement			
<b>Professional Personnel</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
E2a Proj Scientist II, Proj Engineer II					
Higgins, John			2.00	176.00	352.00
Totals			2.00		352.00
<b>Total Labor</b>					<b>352.00</b>
				<b>Total this Task</b>	<b>\$352.00</b>

Task	00101	Construction Project Management			
<b>Professional Personnel</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
E2a Proj Scientist II, Proj Engineer II					
Higgins, John			10.00	176.00	1,760.00
E3b Proj Coord I, Const Rep II					
Giese, George			4.00	127.00	508.00
Totals			14.00		2,268.00
<b>Total Labor</b>					<b>2,268.00</b>
				<b>Total this Task</b>	<b>\$2,268.00</b>

Task	00102	Construction Observation			
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Project	00120802.00	LaVista Terry, Lillian & 78th Rehab	Invoice	246345
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#### Professional Personnel

	Hours	Rate	Amount	
E3b Proj Coord I, Const Rep II				
Giese, George	5.00	127.00	635.00	
E5 Eng Tech II, Insp II, Env Tech II				
Gutiérrez, Omar	53.00	98.00	5,194.00	
Totals	58.00		5,829.00	
<b>Total Labor</b>				<b>5,829.00</b>

#### Reimbursable Expenses

Field Expense				
4/20/2023	Info Tech, Inc.	Appia Licenses 04/13/23-11/01/23	875.00	
<b>Total Reimbursables</b>			<b>875.00</b>	<b>875.00</b>

#### Unit Billing

4/24/2023	2021 Nissan Frontier-WTT949 23V3F4	196.0 Miles @ 0.75	147.00	
<b>Total Units</b>			<b>147.00</b>	<b>147.00</b>
<b>Total this Task</b>				<b>\$6,851.00</b>

-----  
Task 00103 Materials Sampling & Testing

#### Unit Billing

CL2 Comp Strength of 6"x12" Cylinders	8.0 Each @ 28.00	224.00	
M2 Trip Charge	2.0 Each @ 118.00	236.00	
<b>Total Units</b>		<b>460.00</b>	<b>460.00</b>
<b>Total this Task</b>			<b>\$460.00</b>

#### Billing Limits

	Current	Prior	To-Date
Total Billings	10,058.00	49,035.88	59,093.88
Limit			251,038.00
Remaining			191,944.12
<b>Total this Invoice</b>			<b>\$10,058.00</b>

OK TO PAY  
PMD 6/13/23  
CH. 71.0017.000 STRT 23012





Value Focused. Community Minded. Quality Driven.

Pat Dowse  
City Engineer  
City of La Vista  
9900 Portal Road  
La Vista, NE 68128

June 11, 2023

Project No: 00120802.00

Invoice No: 247855

Preliminary & Final Design  
Terry Drive, Lillian Avenue & South 78th Street  
Pavement Rehabilitation

**Professional Services from May 8, 2023 to June 4, 2023**

Task 00101 Construction Project Management

**Professional Personnel**

	Hours	Rate	Amount	
E2a Proj Scientist II, Proj Engineer II				
Higgins, John	6.00	176.00	1,056.00	
Parks, Thomas	2.00	176.00	352.00	
E3b Proj Coord I, Const Rep II				
Giese, George	16.50	127.00	2,095.50	
Totals	24.50		3,503.50	
<b>Total Labor</b>				<b>3,503.50</b>

**Unit Billing**

6/4/2023	2020 Chevy Equinox-YFK869 23CVNH	32.0 Miles @ 0.75	24.00	
	<b>Total Units</b>		<b>24.00</b>	<b>24.00</b>
		<b>Total this Task</b>		<b>\$3,527.50</b>

Task 00102 Construction Observation

**Professional Personnel**

	Hours	Rate	Amount	
E5 Eng Tech II, Insp II, Env Tech II				
Gutiérrez, Omar	191.00	98.00	18,718.00	
E9 Project Assistant I Intern I				
Sullivan, Jack	24.50	72.00	1,764.00	
Totals	215.50		20,482.00	
<b>Total Labor</b>				<b>20,482.00</b>

**Unit Billing**

6/4/2023	2021 Nissan Frontier-WTT949 23V3F4	488.0 Miles @ 0.75	366.00	
6/4/2023	2019 Chevy Equinox-WBR361 22WD5K	79.0 Miles @ 0.75	59.25	
6/4/2023	2021 Dodge Ram-YBW388 25V8CV	29.0 Miles @ 0.75	21.75	
	<b>Total Units</b>		<b>447.00</b>	<b>447.00</b>

Project	00120802.00	LaVista Terry, Lillian & 78th Rehab	Invoice	247855
---------	-------------	-------------------------------------	---------	--------

<b>Total this Task</b>	<b>\$20,929.00</b>
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Task	00103	Materials Sampling & Testing
------	-------	------------------------------

**Unit Billing**

CL2 Comp Strength of 6"x12" Cylinders

48.0 Each @ 28.00	1,344.00
-------------------	----------

M2 Trip Charge

11.0 Each @ 118.00	1,298.00
--------------------	----------

<b>Total Units</b>	<b>2,642.00</b>	<b>2,642.00</b>
--------------------	-----------------	-----------------

<b>Total this Task</b>	<b>\$2,642.00</b>
------------------------	-------------------

**Billing Limits**

	Current	Prior	To-Date
Total Billings	27,098.50	59,093.88	86,192.38
Limit			251,038.00
Remaining			164,845.62

<b>Total this Invoice</b>	<b><u>\$27,098.50</u></b>
---------------------------	---------------------------

**Outstanding Invoices**

Number	Date	Balance
246345	5/24/2023	10,058.00
<b>Total</b>		<b>10,058.00</b>

OK to PA-1  
PMD 6/13/23  
05.71.0017.000 - START 23012



## APPLICATION AND CERTIFICATE FOR PAYMENT

Page: 1 of 3

TO OWNER: CITY OF LA VISTA NE  
8116 PARK VIEW BLVD  
LA VISTA, NE 68128

PROJECT: Central Park Pavilion and Site Improvements  
8116 PARK VIEW BLVD  
LA VISTA, NE 68128

APPLICATION NO.: 12  
PERIOD TO: 31-May-2023  
PROJECT NOS.: 21046300  
INVOICE NO.: 21046300012  
CONTRACT DATE: 10-May-2022

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐  
☐

FROM J.E. Dunn Construction Company  
CONTRACTOR: 1001 Locust St  
Kansas City, MO 64106

ARCHITECT: Bruce Niedermeyer  
301 GRAND AVE  
DES MOINES, IA 50309

CONTRACT FOR: Central Park Pavilion and Site Improvements

## APPLICATION AND CERTIFICATE FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$ 15,955,803  
2. Net change by change orders ..... \$ 0  
3. CONTRACT SUM TO DATE ( Line1 +/- 2 ) ..... \$ 15,955,803  
4. TOTAL COMPLETED & STORED TO DATE .... \$ 11,822,983

(Column G on G703)

## 5. RETAINAGE:

(Total retainage Column I of G703) ..... \$ 1,040,911  
6. TOTAL EARNED LESS RETAINAGE ..... \$ 10,782,072

(Line 4 less Line 5 Total)

## 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) ..... \$ 9,418,242  
8. CURRENT PAYMENT DUE ..... \$ 1,363,830

## 9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) ..... \$ 5,173,731

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0	0
APPROVED THIS MONTH			
Number	Date Approved		
Current Total:		0	0
Net Change by Change Orders			0

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

**WARNING: DO NOT CHANGE ESTABLISHED PAYMENT INSTRUCTIONS FOR PAYMENTS TO J.E. DUNN CONSTRUCTION COMPANY.** J.E. Dunn Construction Company does not change its bank routing or account numbers. Do not accept or rely upon emails or correspondence requesting changes to J.E. Dunn Construction Company's established payment instructions. Any change to J.E. Dunn Construction Company's payment instructions can only be made by a fully executed Change Order to the Agreement between Owner and J.E. Dunn Construction Company.

Contractor: J.E. Dunn Construction Company

By: [Signature] Date: 06/06/2023State of: NebraskaCounty of: Douglas

Subscribed and sworn to before

me this

6<sup>th</sup>

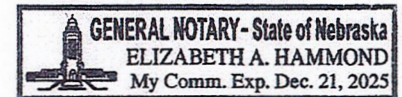
day of

June 2023

Notary Public:

My Commission expires:

12/21/2025



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....\$

\$1,363,830.00

PA-THIS AMOUNT

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

OK TO PA  
PMD 6/13/23  
16-71-0917.000 - PART 18001

ARCHITECT: Bruce Niedermeyer

By: [Signature] Date: 06/12/23

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



J.E. Dunn Construction Company

CONTINUATION SHEET AIA DOCUMENT G703

Page: 2

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
In tabulation below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 12  
APPLICATION DATE: 06-Jun-2023 INVOICE NO.:  
PERIOD TO: 31-May-2023 21046300012  
PROJECT NO: 21046300

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			E WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
01	PRECONSTRUCTION										
		14,300	0	14,300	14,300	0	0	14,300	100	0	0
	PRECONSTRUCTION Total:	14,300	0	14,300	14,300	0	0	14,300	100	0	0
02	GENERAL CONDITIONS										
		1,045,767	-184,700	861,067	600,801	65,754	0	666,554	77	194,513	0
	GENERAL CONDITIONS Total:	1,045,767	-184,700	861,067	600,801	65,754	0	666,554	77	194,513	0
03	PERMITS, BONDS, & INSURANCE										
		308,977	135,668	444,645	444,645	0	0	444,645	100	0	0
	PERMITS, BONDS, & INSURANCE Total:	308,977	135,668	444,645	444,645	0	0	444,645	100	0	0
04	DIRECT COSTS										
02330	Earthwork	337,026	59,634	396,660	393,150	22,708	0	415,858	105	-19,198	41,586
02455	Pipe Piles	0	156,050	156,050	156,050	0	0	156,050	100	0	15,605
02500	Site Utilities	679,094	148,425	827,519	340,965	256,484	0	597,449	72	230,070	59,745
02790	Athletic Surfacing	96,311	-61,959	34,352	0	0	0	0	0	34,352	0
02810	Lawn Sprinklers	62,140	148,945	211,085	31,473	31,473	0	62,946	30	148,139	6,295
02815	Fountain Allowance	336,300	-298,838	37,462	0	0	0	0	0	37,462	0
02833	Retaining Wall	339,000	6,000	345,000	56,160	223,656	0	279,816	81	65,184	27,982
02900	Landscaping	135,400	80,333	215,733	0	0	0	0	0	215,733	0
03330	CIP Concrete	4,002,844	209,375	4,212,219	3,916,974	293,544	0	4,210,518	100	1,701	421,052
04210	Masonry	859,200	73,451	932,651	887,493	23,551	0	911,044	98	21,607	91,104
05100	Structural Steel	616,500	29,438	645,938	641,638	0	0	641,638	99	4,300	64,164
05700	Railings	677,665	0	677,665	0	0	0	0	0	677,665	0
06199	Rough Carpentry	159,565	0	159,565	0	0	0	0	0	159,565	0
06299	Finish Carpentry	37,037	6,509	43,546	0	6,509	0	6,509	15	37,037	651
07100	Waterproofing	74,384	207,338	281,722	173,931	0	0	173,931	62	107,791	17,393
07410	Roofing	181,000	163,712	344,712	295,028	23,707	0	318,736	92	25,976	31,874
074104	Metal Wall Panels	215,148	0	215,148	0	8,460	0	8,460	4	206,688	846
07460	Siding	27,096	-27,096	0	0	0	0	0	0	0	0
07900	Joint Sealants	19,051	-19,051	0	0	0	0	0	0	0	0
08110	Doors & Hardware	115,922	-10,322	105,600	59,050	43,700	0	102,750	97	2,850	10,275
08330	Coiling Doors	25,718	-8,710	17,008	0	0	0	0	0	17,008	0
08400	Glazing	135,180	50,695	185,875	91,035	42,700	0	133,735	72	52,140	13,374
09250	Framing & Drywall	96,421	83,853	180,274	138,971	35,453	0	174,424	97	5,850	17,442
09300	Flooring	83,180	-56,869	26,311	0	0	0	0	0	26,311	0
09900	Painting	98,705	-38,774	59,931	0	0	0	0	0	59,931	0
10199	Specialties	27,636	62,762	90,398	0	0	0	0	0	90,398	0

Per email from Jake Tietgen, these highlighted numbers will be corrected on the next payment application when Change Order 01 is reconciled with this information.

J.E. Dunn Construction Company

CONTINUATION SHEET

AIA DOCUMENT G703

Page: 3

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
In tabulation below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 12

APPLICATION DATE: 06-Jun-2023

INVOICE NO.:

PERIOD TO: 31-May-2023

21046300012

PROJECT NO: 21046300

A	B	C			D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	BALANCE TO FINISH	RETAINAGE	
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD						
10800	Site Furnishings	447,280	-148,113	299,167	28,292	25,179	0	53,471	18	245,696	5,347	
11600	Food Service Equipment	504,142	-89,449	414,693	0	0	0	0	0	414,693	0	
12510	Boardwalk	390,947	-390,947	0	0	0	0	0	0	0	0	
15400	Plumbing & HVAC	1,228,350	230,136	1,458,486	1,088,917	88,274	0	1,177,191	81	281,294	117,719	
16000	Electrical	1,549,371	50,795	1,600,166	708,443	276,149	0	984,591	62	615,575	98,459	
35000	Escalation Allowance	192,065	-192,065	0	0	0	0	0	0	0	0	
	DIRECT COSTS Total:	13,749,678	425,258	14,174,936	9,007,570	1,401,548	0	10,409,119	73	3,765,818	1,040,911	
05	CONTINGENCY	447,515	-376,226	71,289	0	0	0	0	0	71,289	0	
	CONTINGENCY Total:	447,515	-376,226	71,289	0	0	0	0	0	71,289	0	
06	FEE	389,566	0	389,566	251,683	36,683	0	288,365	74	101,201	0	
	FEE Total:	389,566	0	389,566	251,683	36,683	0	288,365	74	101,201	0	
Total:		15,955,803	0	15,955,803	10,318,999	1,503,984	0	11,822,983	74	4,132,820	1,040,911	
Project Total:		15,955,803	0	15,955,803	10,318,999	1,503,984	0	11,822,983	74	4,132,820	1,040,911	

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006



Thompson, Dreessen & Dörner, Inc.  
Consulting Engineers & Land Surveyors

## INVOICE

Please remit to:  
TD2 Nebraska Office  
10836 Old Mill Road; Omaha, NE 68154  
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office  
5000 S. Minnesota Ave., Unit 312; Sioux Falls, SD 57108  
Office: 605/951-0886

CITY OF LA VISTA  
PAT DOWSE  
9900 PORTAL ROAD  
LA VISTA, NE 68128

Invoice number 157370  
Date 06/09/2023

Project 0171-422 CENTRAL PARK  
IMPROVEMENTS

Professional Services from February 1, 2023 through May 28, 2023

Description	Current Billed
Task A3.0 - Central Park Road Construction Plans	6,087.50
Task A3.1 - Central Park Road Construction Observation	5,322.25
Total	11,409.75

Invoice total 11,409.75

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
157370	06/09/2023	11,409.75	11,409.75				
	Total	11,409.75	11,409.75	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.

OK TO PAY  
PMD 6/13/23  
16,71,0917.00 - 918721002



# METROPOLITAN UTILITIES DISTRICT

Annual Water Quality Report available.  
View at bit.ly/CCRMUD. To request a hard  
copy, check the box on the back of your bill

## Esta disponible el Reporte de Calidad del Agua 2022.

Mirelo en: bit.ly/CCRMUD. Para solicitar una  
copia impresa, seleccione la casilla  
correspondiente en la parte de atras de su  
factura.

Account: 712000004980

CITY OF LAVISTA  
Service address:

Billing date May 31, 2023

Previous balance

\$0.00

Payment received

0.00

Current charges

19,784.00

► **Total due Jun 15, 2023**

**\$19,784.00**

If payment is received after due date, a late fee will be assessed on gas and water  
charges.

## OTHER CHARGES

Install Meter 8303 CENTRAL PARK PL 1,959.00

Impact Fee 8303 CENTRAL PARK PL 15,026.00

Install Meter 8302 CITY CENTRE DR 451.00

Impact Fee 8302 CITY CENTRE DR 2,348.00

► Current Charges \$19,784.00

OK TO PAY  
PMD 6/13/23  
16,710.00 - PARK 1800



Please return this portion of the bill with payment. • Please do not staple payment to bill.

## METROPOLITAN UTILITIES DISTRICT

6850 0010 NO RP 31 05312023 YNNNNY 01 006396 0014

7350 World Communications Drive • Omaha, NE 68122-4041

CITY OF LAVISTA  
8116 PARK VIEW BLVD  
LA VISTA NE 68128-2132

e-mail: customer\_service@mudomaha.com  
website: www.mudomaha.com phone: 402-554-6666

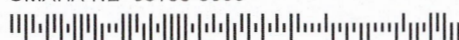
712000004980000019784009

**Due on or before Jun 15: \$19,784.00**

If payment is received after due date, a late fee will  
be assessed on gas and water charges.

Amount Paid: \_\_\_\_\_

METROPOLITAN UTILITIES DISTRICT  
PO BOX 3600  
OMAHA NE 68103-0600



Account: 712000004980

0000



☐ Apply \$ \_\_\_\_\_ to my budget plan balance.

☐ Check box and indicate change of mailing address  
or telephone numbers on the reverse side.

Please give to the Home Fund by checking a box below.

Monthly donation -- Add: ☐ \$2 ☐ \$3 ☐ \$5 Other \$ \_\_\_\_\_



## Invoice

HDR Engineering Inc.  
Omaha, NE 68106-2973  
Phone: (402) 399-1000

City of La Vista  
Rita Ramirez  
8116 Park View Blvd  
La Vista, NE 68128

Reference Invoice Number with Payment

HDR Invoice No. 1200527491  
Invoice Date 06-JUN-2023  
Invoice Amount Due \$891.45  
Payment Terms 30 NET  
  
Remit To PO Box 74008202  
Chicago, IL 60674-8202  
ACH/EFT Payments Bank of America ML US  
ABA# 081000032  
Account# 355004076604

RRamirez@cityoflavista.org

Project Management for Services for Public Improvements and Other Works.

Purchase Order : 20-008348

Professional Services  
From: 07-MAY-2023 To: 03-JUN-2023

Professional Services Summarization	Hours	Billing Rate	Amount
Project Controller	0.50		65.37
Project Manager	3.00		810.36
	<b>3.50</b>		<b>\$875.73</b>
<b>Total Professional Services</b>			<b>\$875.73</b>

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	24		15.72
<b>Total Expenses</b>			<b>\$15.72</b>

**Amount Due This Invoice (USD) \$891.45**

Fee Amount	\$670,695.00
Fee Invoiced to Date	\$544,924.61
Fee Remaining	\$125,770.39

HDR Internal Reference Only	
Client Number	41331
Cost Center	10134
Project Number	10053040

*R. Ramirez*  
6-12-23  
16,53,0303.000

# Invoice

HDR Invoice No. 1200527491  
Invoice Date 06-JUN-2023

Professional Services and Expense Detail				
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	1.0	Task Description:	Project Management	
Professional Services		Hours	Billing Rate	Amount
Project Controller	Sayler, Jonathan James	0.50	130.74	65.37
Project Manager	Koenig, Christopher J	3.00	270.12	810.36
		3.50		\$875.73
		Total Professional Services		\$875.73
Expense		Qty	Billing Rate	Amount
Mileage Personal	Koenig, Christopher J	24.00	0.655	15.72
		Total Expense		\$15.72
		Total Task		\$891.45

# Invoice



DATE	INVOICE #
5/17/2023	1043

## BILL TO

City of La Vista Public Works  
9900 Portal Road  
Lavista, NE 68128

## JOB NAME

84th Street

REP	PROJECT	TERMS	DUE DATE	P.O. NO.		
TJV	43423	Due on receipt	5/17/2023			
DESCRIPTION				QTY	RATE	AMOUNT
1				1	660.00	660.00
2				1	2,266.00	2,266.00
3				493	6.33	3,120.69
4				197	6.33	1,247.01
5				69	6.33	436.77
6				10	632.50	6,325.00
7				1	2,549.00	2,549.00
8				1	140.00	140.00
9				3	140.00	420.00
10				2	1,072.00	2,144.00
11				1	1,060.00	1,060.00
12				1	917.00	917.00
13				1	1,417.00	1,417.00
14				1	1,713.00	1,713.00
15				37.5	93.00	3,487.50
16				1	199.00	199.00
17				1	7,060.00	7,060.00
<p>OK TO PAY PMD 6/15/23 05.31.0917.00 - START 22007</p>				<b>Subtotal</b>		
				\$35,161.97		
				<b>Payments/Credits</b>		
				\$0.00		
				<b>Sales Tax (7.5%)</b>		
				\$0.00		
				<b>Balance Due</b>		
				\$35,161.97		

We Appreciate Your Business - Thank You!



**Contractor's Application for Payment No. 1**

Application Period: Start through 5-1-23		Application Date: 5-17-23
To (GC): City of La Vista, Nebraska	From (Contractor): Vierregger Electric Co.	Via (Engineer): City of La Vista
Project: 84th Street Signal Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.: 43423	Engineer's Project No.:

**Application For Payment  
Change Order Summary**

Approved Change Orders			
Number	Additions	Deductions	
		\$0.00	1. ORIGINAL CONTRACT PRICE..... \$ \$35,801.30
			2. Net change by Change Orders..... \$ \$0.00
			3. Current Contract Price (Line 1 ± 2)..... \$ \$35,161.97
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F total on Progress Estimates)..... \$ \$35,161.97
			5. RETAINAGE:
			a. 10% X Work Completed..... \$ \$0.00
			b. 10% X \$0.00 Stored Material..... \$ \$0.00
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ \$0.00
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$35,161.97
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$0.00
			8. AMOUNT DUE THIS APPLICATION..... \$ \$35,161.97
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G total on Progress Estimates + Line 5.c above)..... \$ \$0.00
TOTALS	\$0.00	\$0.00	
NET CHANGE BY CHANGE ORDERS	\$0.00		

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:

Date:

5-17-23

Payment of: \$ \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_  
 (Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
 (Owner) (Date)

Approved by: \_\_\_\_\_  
 Funding or Financing Entity (if applicable) (Date)



**VIERREGGER ELECTRIC CO.**

4349 S. 139th Street  
OMAHA, NEBRASKA 68137  
(402) 896-8008 FAX (402) 896-6559

**ORIGINAL CONTRACT PAGE 1**

PAGE NO: 2 TO: 2

PROJECT: LA VISTA 84th St Signal Improvements APPLICATION NUMBER: ONE (1)

PROJECT NO: APPLICATION DATE: 5-17-23

VENDOR NO.:

PERIOD FROM: START TO: 5-1-23

CONTRACT FOR: 16001 Electrical

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS APPLICATIONS	THIS APPLICATION					
				WORK IN PLACE	STORED MATERIALS				
	Current Quantities Shown in Parentheses								
1	Mobilization (LS)	660.00	0.00	660.00	0.00	660.00	100	0.00	0.00
2	Traffic Control (LS)	2,266.00	0.00	2,266.00	0.00	2,266.00	100	0.00	0.00
3	5" White Tape (493 LF)	3,481.50	0.00	3,120.69	0.00	3,120.69	90	360.81	0.00
4	5" Yellow Tape (197 LF)	1,487.55	0.00	1,247.01	0.00	1,247.01	84	240.54	0.00
5	5" White Dotted Tape (69 LF)	474.75	0.00	436.77	0.00	436.77	92	37.98	0.00
6	White Arrow (10 EA)	6,325.00	0.00	6,325.00	0.00	6,325.00	100	0.00	0.00
7	Traffic Signs (LS)	2,549.00	0.00	2,549.00	0.00	2,549.00	100	0.00	0.00
8	Rem OH Sign (1 EA)	140.00	0.00	140.00	0.00	140.00	100	0.00	0.00
9	Rem Traffic Signal (3 EA)	420.00	0.00	420.00	0.00	420.00	100	0.00	0.00
10	TS-1L (2 EA)	2,144.00	0.00	2,144.00	0.00	2,144.00	100	0.00	0.00
11	TS-1 (1 EA)	1,060.00	0.00	1,060.00	0.00	1,060.00	100	0.00	0.00
12	TS-1A (1 EA)	917.00	0.00	917.00	0.00	917.00	100	0.00	0.00
13	TS-1LFF (1 EA)	1,417.00	0.00	1,417.00	0.00	1,417.00	100	0.00	0.00
14	TS-1RR (1 EA)	1,713.00	0.00	1,713.00	0.00	1,713.00	100	0.00	0.00
15	Type A Sign (37.5 SF)	3,487.50	0.00	3,487.50	0.00	3,487.50	100	0.00	0.00
16	Load Switch (1 EA)	199.00	0.00	199.00	0.00	199.00	100	0.00	0.00
17	CCTV Camera System (1 EA)	7,060.00	0.00	7,060.00	0.00	7,060.00	100	0.00	0.00
Original Contract Totals or Page 1 Total		35,801.30	0.00	35,161.97	0.00	35,161.97	98	639.33	0.00



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

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**TO:** Pam Buethe, City Clerk

**FROM:** Acting Chief Captain D. J. Barcal

**DATE:** June 12, 2023

**RE:** Local Background Check– Manager, Wal-Mart

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The La Vista Police Department has reviewed the Nebraska Liquor Control Commission Documents completed by the applicant and conducted a check of local records relating to the Manager Application for Matthew D. LeFlore. No criminal record was located.

As with all Nebraska Retail Liquor Licenses, I am asking the applicant strictly conform to Nebraska Liquor Commission rules and regulations under Section 53-131.01, Nebraska Liquor Control Act.

**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.nebraska.gov](http://www.lcc.nebraska.gov)

Office Use

**RECEIVED**

MAY 24 2023

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**MUST BE:**

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Name of Corporation/LLC: Walmart Inc.

Liquor License Number: 104579 Class Type D (if new application leave blank)

Premise Trade Name/DBA: Walmart# 3173

Premise Street Address: 9460 Giles Road

City: La Vista County: Sarpy Zip Code: 68128

Premise Phone Number: 402-513-4207

Premise Email address: complic@wal-mart.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

*Guth*

(Faxed signatures are acceptable)



2300005286

6400  
0019

**Manager's information must be completed below PLEASE PRINT CLEARLY**

Last Name: LeFlore First Name: Matthew MI: D  
Home Address: 1135 S 30TH AVE, APT 5  
City: Omaha County: Douglas Zip Code: 68105  
Home Phone Number: 402-979-3159  
Driver's License Number & State: [REDACTED] NE  
Social Security Number: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: San Antonio, TX  
Email address: matthew.leflore1@gmail.com

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

☐ YES

☒ NO

**Spouse's information**

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Driver's License Number & State: \_\_\_\_\_  
Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Sioux City, IA</u>	<u>2011</u>	<u>2018</u>			
<u>Omaha, NE</u>	<u>2018</u>	<u>-</u>			

# MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2018 2020	Walmart Saddle Creek	Michael Martins	402-321-8780
2020 -	Walmart La Vista	Gary Fuller	620-290-0402

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

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Matthew LeFlore	06/2017	Onawa IA	Speeding ticket	No contest, fine paid

## 2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☐ YES ☒ NO

IF YES, list the name of the premise(s):

## 3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO



4. List the alcohol related training and/or experience (when and where) of the person making application.

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Matthew LeFlore	5/12/2023	Alcohol Sales Training (Walmart)
Matthew LeFlore	5/12/2023	Age Verification - Restricted items (Walmart)
Matthew LeFlore	5/12/2023	Personal Shopper - Alcohol Sales (Walmart)

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

☐ NO

**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. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

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.

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Matthew LeFlore

Signature of Manager Applicant

Signature of Spouse

**ACKNOWLEDGEMENT**

State of Nebraska

County of Madison

The foregoing instrument was acknowledged before me this

May 12, 2023

date

by

Matthew LeFlore

NAME OF PERSON BEING ACKNOWLEDGED

Darcy L. Papstein-Onate

Notary Public signature

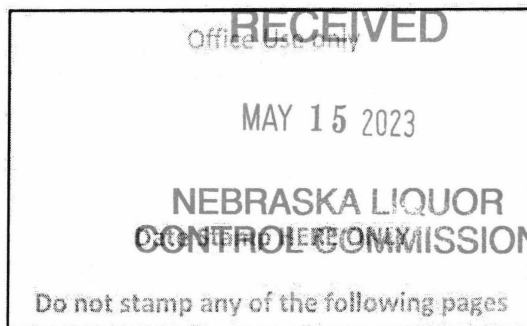
Affix Seal

DARCY L. PAPSTEIN-ONATE  
General Notary State of Nebraska  
My Commission Expires  
December 17, 2024.

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

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.nebraska.gov](http://www.lcc.nebraska.gov)



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:**  
**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name Walmart

Name of Person Being Fingerprinted: Matthew David LeFlore

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 5/12/2023

Location where fingerprints were taken: Nebraska State Patrol 1401 W Eisenhower Ave, Norfolk NE

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # 68701

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

Matthew David LeFlore

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



User: mgustafson

DB: La Vista

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2534(E)	05/31/2023	CENTURY LINK/LUMEN	274.33	N
2535(E)	05/31/2023	CENTURY LINK/LUMEN	98.40	N
2536(E)	05/31/2023	ESSENTIAL SCREENS	380.80	N
2544(E)	05/31/2023	PAYROLL MAXX	436,312.03	N
2545(E)	05/31/2023	ROBERT HALF	2,706.57	N
2546(E)	05/31/2023	U.S. CELLULAR	1,872.13	N
2533(E)	05/31/2023	ACTIVE NETWORK LLC	276.64	N
2537(E)	05/31/2023	GREATAMERICA FINANCIAL SERVICES	1,578.43	N
2538(E)	05/31/2023	MARCO INCORPORATED	147.87	N
2539(E)	05/31/2023	METROPOLITAN UTILITIES DISTRICT	5,425.30	N
2540(E)	05/31/2023	MID-AMERICAN BENEFITS INC	8,234.75	N
2541(E)	05/31/2023	NE DEPT OF REV-MOTOR FUEL TAX	50.00	N
2542(E)	05/31/2023	NE DEPT OF REVENUE-SALES TAX	88.98	N
2543(E)	05/31/2023	OMAHA PUBLIC POWER DISTRICT	41,527.12	N
2555(E)	05/31/2023	AMERICAN HERITAGE LIFE INSURANCE CO	1,346.08	N
2556(E)	05/31/2023	BOK FINANCIAL	1,848.75	N
2557(E)	05/31/2023	CENTURY LINK/LUMEN	475.15	N
2558(E)	05/31/2023	DEARBORN NATIONAL LIFE INSURANCE CO	1,364.00	N
2559(E)	05/31/2023	DEARBORN NATIONAL LIFE INSURANCE CO	7,059.89	N
2560(E)	05/31/2023	LINCOLN NATIONAL LIFE INS CO	6,848.52	N
2561(E)	05/31/2023	MEDICA INSURANCE COMPANY	130,389.85	N
2562(E)	05/31/2023	METLIFE	1,112.70	N
2563(E)	05/31/2023	MID-AMERICAN BENEFITS INC	700.00	N
2564(E)	05/31/2023	MID-AMERICAN BENEFITS INC	6,942.33	N
2565(E)	05/31/2023	PITNEY BOWES-EFT POSTAGE	1,334.00	N
2547(E)	06/07/2023	ACTIVE NETWORK LLC	52.86	N
2548(E)	06/07/2023	CENTURY LINK/LUMEN	79.57	N
2549(E)	06/07/2023	CORE BANK	429,904.82	N
2550(E)	06/07/2023	NE BANK F/K/A FARMERS STATE BANK	10,568.84	N
2551(E)	06/07/2023	PAYROLL MAXX	470,374.82	N
2552(E)	06/07/2023	PETROS PACE FINANCE	23,556.09	N
2553(A)	06/07/2023	CITY OF PAPILLION - MFO	240,674.00	N
2554(A)	06/07/2023	SHI INTERNATIONAL CORP.	28,688.21	N
139731	06/07/2023	AMAZON CAPITAL SERVICES, INC.	424.88	N
139732	06/07/2023	ARNOLD MOTOR SUPPLY	33.99	N
139733	06/07/2023	CENTER POINT, INC.	46.74	N
139734	06/07/2023	CENTURY LINK/LUMEN	230.35	N
139735	06/07/2023	DEMCO INCORPORATED	270.38	N
139736	06/07/2023	DESIGN WORKSHOP INC	3,707.50	N
139737	06/07/2023	DLR GROUP	57,610.74	N
139738	06/07/2023	FELSBURG HOLT & ULLEVIG INC	1,523.00	N
139739	06/07/2023	G I CLEANERS & TAILORS	432.50	N
139740	06/07/2023	GALE	128.95	N
139741	06/07/2023	HDR ENGINEERING INC	2,782.29	N
139742	06/07/2023	HGM ASSOCIATES, INC.	45,926.69	N
139743	06/07/2023	LIBRARY SUPPLY	414.99	N
139744	06/07/2023	MACKIE CONSTRUCTION	77,194.42	N

Check #	Check Date	Vendor Name	Amount	Voided
139745	06/07/2023	NL & L CONCRETE	177,088.69	N
139746	06/07/2023	OLSSON, INC.	4,319.75	N
139747	06/07/2023	OMAHA WORLD-HERALD	145.49	N
139748	06/07/2023	RDG PLANNING & DESIGN	8,264.88	N
139749	06/07/2023	SAMPSON CONSTRUCTION CO., INC	433,401.00	N
139750	06/07/2023	VERIZON CONNECT FLEET USA	1,084.64	N
2566(E)	06/16/2023	ACTIVE NETWORK LLC	140.84	N
2567(E)	06/16/2023	BLACK HILLS ENERGY	2,827.24	N
2568(E)	06/16/2023	MARCO INCORPORATED	147.87	N
2569(E)	06/16/2023	MID-AMERICAN BENEFITS INC	9,866.52	N
2570(E)	06/16/2023	NE DEPT OF REVENUE-SALES TAX	455.41	N
2571(E)	06/16/2023	PITNEY BOWES-EFT POSTAGE	1,375.00	N
2572(E)	06/16/2023	ROBERT HALF	7,270.59	N
2573(A)	06/20/2023	ABM INDUSTRIES, INC	24,038.72	N
2574(A)	06/20/2023	CITY OF OMAHA	233,169.48	N
2575(A)	06/20/2023	SHI INTERNATIONAL CORP.	10,732.25	N
139751	06/20/2023	GRASS PAD INC	31.43	N
139752	06/20/2023	1000 BULBS	179.92	N
139753	06/20/2023	ACCO UNLIMITED CORPORATION	20.00	N
139754	06/20/2023	ACTION BATTERIES UNLTD INC	89.85	N
139755	06/20/2023	AKRS EQUIPMENT SOLUTIONS, INC.	147.24	N
139756	06/20/2023	AMAZON CAPITAL SERVICES, INC.	626.75	N
139757	06/20/2023	ANGELINA ALLEN	175.00	N
139758	06/20/2023	ARNOLD MOTOR SUPPLY	1,046.47	N
139759	06/20/2023	BACON LETTUCE CREATIVE	120.00	N
139760	06/20/2023	BAUER BUILT INC	576.50	N
139761	06/20/2023	BIBLIOTHECA LLC	99.86	N
139762	06/20/2023	BISHOP BUSINESS EQUIPMENT	2,909.67	N
139763	06/20/2023	BISHOP BUSINESS EQUIPMENT COMPANY	351.98	N
139764	06/20/2023	BROADCAST MUSIC INC	421.00	N
139765	06/20/2023	BUETHE, PAM	921.38	N
139766	06/20/2023	BULLER FIXTURE CO	22,527.28	N
139767	06/20/2023	BULLER, HEATHER	364.95	N
139768	06/20/2023	BURNS & MCDONNELL ENGINEERING CO	2,594.00	N
139769	06/20/2023	CENTER POINT, INC.	46.74	N
139770	06/20/2023	CENTURY LINK/LUMEN	37.59	N
139771	06/20/2023	CINTAS CORPORATION NO. 2	876.25	N
139772	06/20/2023	CITY OF PAPILLION	15,675.79	N
139773	06/20/2023	COMP CHOICE INC	815.00	N
139774	06/20/2023	CONCRETE SUPPLY, INC.	1,802.51	N
139775	06/20/2023	CORNHUSKER INTL TRUCKS INC	1,508.86	N
139776	06/20/2023	COX COMMUNICATIONS, INC.	467.15	N
139777	06/20/2023	CULLIGAN OF OMAHA	74.30	N
139778	06/20/2023	D & K PRODUCTS	4,021.83	N
139779	06/20/2023	DASH MEDICAL GLOVES	152.84	N
139780	06/20/2023	DEMCO INCORPORATED	109.95	N
139781	06/20/2023	ECHO GROUP INCORPORATED	155.00	N

Check #	Check Date	Vendor Name	Amount	Voided
139782	06/20/2023	EDGEWEAR SCREEN PRINTING	702.00	N
139783	06/20/2023	ELENA STONYS	280.00	N
139784	06/20/2023	FIKES COMMERCIAL HYGIENE LLC	62.00	N
139785	06/20/2023	FIRE PROTECTION SERVICES LLC	865.00	N
139786	06/20/2023	FIRST STUDENT INC.	604.50	N
139787	06/20/2023	FITZGERALD SCHORR BARMETTLER	32,103.90	N
139788	06/20/2023	FLEETPRIDE	86.00	N
139789	06/20/2023	FUN SERVICES	490.50	N
139790	06/20/2023	GALLS LLC	3.09	N
139791	06/20/2023	GODFATHER'S PIZZA	214.00	N
139792	06/20/2023	GRACE KEMPKE	230.00	N
139793	06/20/2023	GREAT PLAINS UNIFORMS	160.00	N
139794	06/20/2023	GREGG YOUNG CHEVROLET INC	2,182.17	N
139795	06/20/2023	HARM'S CONCRETE INC	363.10	N
139796	06/20/2023	HOBBY LOBBY STORES INC	278.66	N
139797	06/20/2023	HY-VEE INC	68.99	N
139798	06/20/2023	INDUSTRIAL SALES COMPANY INC	163.94	N
139799	06/20/2023	INGRAM LIBRARY SERVICES LLC	2,164.29	N
139800	06/20/2023	ISABELLA MACE	75.99	N
139801	06/20/2023	JOSHUA NIXON	175.00	N
139802	06/20/2023	JUSTIN KOFOED LLC	1,800.00	N
139803	06/20/2023	KALEB CANIGLIA	120.00	N
139804	06/20/2023	KANOPY, INC.	142.00	N
139805	06/20/2023	LARSEN SUPPLY COMPANY	330.40	N
139806	06/20/2023	LIBRARY IDEAS LLC	5.50	N
139807	06/20/2023	LOWE'S CREDIT SERVICES	691.43	N
139808	06/20/2023	LUCY SPORT	100.00	N
139809	06/20/2023	MARTIN ASPHALT - MONARCH OIL	640.00	N
139810	06/20/2023	MENARDS-RALSTON	1,442.97	N
139812	06/20/2023	MEREDITH PELTON	175.00	N
139813	06/20/2023	METROPOLITAN COMMUNITY COLLEGE	14,381.40	N
139814	06/20/2023	MICHAEL TODD AND COMPANY INC	2,712.50	N
139815	06/20/2023	MICROFILM IMAGING SYSTEMS, INC.	180.00	N
139816	06/20/2023	MIDLANDS LIGHTING & ELECTRIC SUPPLY	33.19	N
139817	06/20/2023	MILLER & SONS GOLF CARS LLC	680.00	N
139818	06/20/2023	MOBOTREX, INC.	172.50	N
139819	06/20/2023	MURPHY TRACTOR/POWERPLAN	226.62	N
139820	06/20/2023	MUZZY ICE SERVICE INC	837.50	N
139821	06/20/2023	NATE TREAT	175.00	N
139822	06/20/2023	NEBRASKA STATE PATROL	2,623.50	N
139823	06/20/2023	NEBRASKALAND TIRE, INC.	1,753.65	N
139824	06/20/2023	NOAH DAVIS	280.00	N
139825	06/20/2023	NORTH AMERICAN RESCUE	788.90	N
139826	06/20/2023	OFFICE DEPOT INC	705.13	N
139827	06/20/2023	OMAHA PUBLIC POWER DISTRICT	983.85	N
139828	06/20/2023	OMAHA WINNELSON SUPPLY	151.29	N
139829	06/20/2023	OMNI ENGINEERING	1,194.15	N



Check #	Check Date	Vendor Name	Amount	Voided
139830	06/20/2023	ONE CALL CONCEPTS INC	508.00	N
139831	06/20/2023	PAPILLION RECREATION ORGANIZATION	2,301.30	N
139832	06/20/2023	PAPILLION SANITATION	514.95	N
139833	06/20/2023	PEPSI COLA COMPANY	808.25	N
139834	06/20/2023	PER MAR SECURITY SERVICES	145.95	N
139835	06/20/2023	PORT-A-JOHNS	690.00	N
139836	06/20/2023	POTTER, TRAVIS	1,600.00	N
139837	06/20/2023	REGAL AWARDS INC.	54.95	N
139838	06/20/2023	RIVER CITY RECYCLING	45.00	N
139839	06/20/2023	ROWMAN & LITTLEFIELD PUBLISHING CO	58.11	N
139840	06/20/2023	RTG BUILDING SERVICES INC	6,765.00	N
139841	06/20/2023	SAFARILAND, LLC	171.50	N
139842	06/20/2023	SCHWARTZ, DEREK	137.93	N
139843	06/20/2023	SEWING CONCEPTS INC	930.00	N
139844	06/20/2023	SIGNS NOW	29.80	N
139845	06/20/2023	SITE ONE LANDSCAPE SUPPLY LLC	792.82	N
139846	06/20/2023	SOUTHERN UNIFORM AND TACTICAL, INC.	427.52	N
139847	06/20/2023	STAGEPAY SERVICES INC	3,407.63	N
139848	06/20/2023	SUBURBAN NEWSPAPERS INC	1,850.01	N
139849	06/20/2023	TESLA HEMMINGER	280.00	N
139850	06/20/2023	THE LIFEGUARD STORE	344.39	N
139851	06/20/2023	THE PENWORTHY COMPANY	570.53	N
139852	06/20/2023	TIM NIXON	175.00	N
139853	06/20/2023	TORNADO WASH LLC	238.00	N
139854	06/20/2023	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N
139855	06/20/2023	TRUCK CENTER COMPANIES	14.50	N
139856	06/20/2023	TURFWERKS	331.17	N
139857	06/20/2023	UNITED PARCEL SERVICE	11.54	N
139858	06/20/2023	VERIZON CONNECT FLEET USA	1,216.00	N
139859	06/20/2023	VIERREGGER ELECTRIC COMPANY	21,918.00	N
139860	06/20/2023	VOIANCE LANGUAGE SERVICES, LLC	25.00	N
139861	06/20/2023	WALMART COMMUNITY BRC	1,332.92	N
139862	06/20/2023	WESTLAKE HARDWARE INC NE-022	11.96	N
174	CHECKS PRINTED	TOTAL CLAIM AMOUNT:	\$3,148,679.05	0

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 06/20/2023

<hr/> COUNCIL MEMBER	<hr/> COUNCIL MEMBER
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<hr/> COUNCIL MEMBER	

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 20, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONDITIONAL USE PERMIT AMENDMENT – BOBCAT OF OMAHA CORPORATION – 8701 S. 145 <sup>TH</sup> STREET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSISTANT PLANNER

**SYNOPSIS**

A public hearing has been scheduled and resolution prepared for Council to consider an application for a Conditional Use Permit amendment for DOO, LLC d.b.a. Bobcat of Omaha to allow for an expansion to their equipment rental, sales and service operation on Lot 1 Lakeview South II Replat Five, Lot 1 Lakeview South II Replat 3, and Lot 2 Lakeview South II Replat I, generally located east of 145<sup>th</sup> Street and Portal Circle.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

An application has been submitted by DOO, LLC d.b.a. Bobcat of Omaha for an amendment to their existing Conditional Use Permit to allow for an expansion of their equipment rental, sales and service operation generally located east of 145<sup>th</sup> Street and Portal Circle. The existing Conditional Use Permit allows for the operation on Lot 1 Lakeview South II Replat Five, and the amendment will permit the expansion of the use onto the following two adjacent properties: Lot 1 Lakeview South II Replat 3 and Lot 2 Lakeview South II Replat I. The expansion will include additional fencing and landscaping around the perimeter, in addition to a ring road on the property that will allow for additional stacking for trucks and the loading and unloading of equipment on-site so such activities will no longer occur on 145<sup>th</sup> Street.

A detailed staff report is attached.

The Planning Commission held a public hearing on May 18, 2023, and voted unanimously to recommend approval of the Conditional Use Permit amendment for DOO, LLC as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**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 AMENDMENT FOR DOO, LLC D.B.A. BOBCAT OF OMAHA TO ALLOW FOR THE EXPANSION OF A FARM IMPLEMENT SALES AND SERVICE OPERATION ON LOT 1 LAKEVIEW SOUTH II REPLAT FIVE, LOT 1 LAKEVIEW SOUTH II REPLAT 3, AND LOT 2 LAKEVIEW SOUTH II REPLAT 1.

WHEREAS, DOO, LLC d.b.a. Bobcat of Omaha has applied for an amendment to their existing Conditional Use Permit for to allow for the expansion of their farm implement sales and service operation on Lot 1 Lakeview South II Replat Five, Lot 1 Lakeview South II Replat 3, and Lot 2 Lakeview South II Replat I; and

WHEREAS, the La Vista Planning Commission has reviewed the application on May 18, 2023 and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the amendment of the conditional use permit for such purposes;

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of an amendment to Bobcat of Omaha's Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for DOO, LLC d.b.a. Bobcat of Omaha to allow for the expansion of their farm implement sales and service operation on Lot 1 Lakeview South II Replat Five, Lot 1 Lakeview South II Replat 3, and Lot 2 Lakeview South II Replat I.

PASSED AND APPROVED THIS 20TH DAY OF JUNE 2023.

CITY OF LA VISTA

ATTEST:

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

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



**CITY OF LA VISTA  
PLANNING DIVISION  
RECOMMENDATION REPORT**

CASE NUMBERS: PCUP23-0005;

FOR HEARING ON: JUNE 20, 2023  
REPORT PREPARED ON: JUNE 7, 2023

**I. GENERAL INFORMATION**

**A. APPLICANT(S):**

Heimes Corp.  
Attn: Jeff Jenkins  
9144 S 147<sup>th</sup> Street  
Omaha, NE 68005

**B. PROPERTY OWNERS:**

DOO, LLC  
8701 S 145<sup>th</sup> Street  
Omaha, NE 68138

**C. LOCATION:** 8701 S. 145<sup>th</sup> Street, La Vista, NE 68138, generally located east of the intersection of S 145<sup>th</sup> Street and Portal Circle.

**D. LEGAL DESCRIPTION:** Lot 1 Lakeview South II Replat Five, Lot 1 Lakeview South II Replat 3, and Lot 2 Lakeview South II Replat I.

**E. REQUESTED ACTION(S):** Approval of an amendment to the Conditional Use Permit for Bobcat of Omaha for Farm Implement Sales & Service.

**F. EXISTING ZONING AND LAND USE:** I-1 Light Industrial Zoning District and Gateway Corridor District (Overlay District).

**G. PURPOSE OF REQUEST:** Applicant is seeking to expand their Farm Implement Sales & Service operation for Bobcat of Omaha to include two additional lots to the south (Lot 1 Lakeview South II Replat 3 and Lot 2 Lakeview South II Replat I).

**H. SIZE OF SITE:** Approximately 7.63 acres.

**II. BACKGROUND INFORMATION**

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



<b><u>Direction From Subject Property</u></b>	<b><u>Future Land Use Designation</u></b>	<b><u>Current Zoning Designation</u></b>	<b><u>Surrounding Development</u></b>
North	Regional Commercial	C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)	Woodhouse Dealership
East	Urban Medium-Intensity Residential and Urban High-Intensity Residential	R-1 Single Family Zoning District	The Meadows Neighborhood
South	Industrial	C-2 General Commercial District and Gateway Corridor District (Overlay District).	Asset Strategies Multi-Tenant Commercial Building
West	Industrial	I-2 Heavy Industrial Zoning District and Gateway Corridor District (Overlay District)	Vacant properties; Hotsy Equipment Co.; Leisure Life Sports

**B. RELEVANT CASE HISTORY:**

1. On October 15, 2013 the City Council issued a Conditional Use Permit for Bobcat of Omaha for Lot 1 Lakeview South Replat 5 for a Farm Implement Sales and Service operation.
2. On July 17, 2018, City Council approved an amendment to Bobcat of Omaha's CUP to allow for a building expansion on Lot 1 Lakeview South Replat 5 for the Farm Implement Sales and Service operation.

**C. APPLICABLE REGULATIONS:**

1. Section 5.13 of the City of La Vista Zoning Ordinance – I-1 Light Industrial Zoning District
2. Section 5.17 of the City of La Vista Zoning Ordinance – Gateway Corridor District (Overlay District)
3. Article 6 of the City of La Vista Zoning Ordinance – Conditional Use Permits
4. Section 7.16 of the City of La Vista Zoning Ordinance – Performance Standards for Industrial Uses

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

1. The Future Land Use Map of the La Vista Comprehensive Plan designates this property for industrial development and use. This application corresponds with the intended use of the property.

#### **B. OTHER PLANS: N/A.**

#### **C. TRAFFIC AND ACCESS:**

1. The existing property has two access driveways on 145<sup>th</sup> Street. The expansion detailed in the proposed site plan would include an additional driveway onto 145<sup>th</sup> Street on the south end of the properties, which will provide additional room and capacity for deliveries and equipment pickup/drop-off. This additional access and driveway length will reduce the likelihood of trucks blocking 145<sup>th</sup> Street as they wait to enter the site.

#### **D. UTILITIES:**

1. The property has access to all necessary utilities.

#### **E. PARKING REQUIREMENTS:**

1. Paved parking capacity on the site exceeds the minimum off-street parking required by Section 7.06 of the La Vista Zoning Ordinance for Farm Implement Sales and Service operations.
2. No parking related to the use will be permitted on S. 145<sup>th</sup> Street, per a requirement included in the attached draft Conditional Use Permit.

### **IV. REVIEW COMMENTS:**

1. Additional fencing and landscaping screening will be installed around the perimeter of the properties. The landscaping plan has been reviewed and approved by the City's third-party design review architect for conformance with the landscaping requirements in the Gateway Corridor Design Guidelines and Section 7.17 of the La Vista Zoning Ordinance. The landscaping plans are included in the draft Conditional Use Permit, attached as Exhibit B.
2. Review and approval of the drainage study and post-construction stormwater management plan will be required as a condition of approval for the grading and building permits prior to construction activities.
3. Included in this expansion is a grass demonstration and merchandise display area for non-vehicle type merchandise including trailers, generators, and other non-self propelled pieces of equipment on display for sale. A condition has been included in

the attached draft Conditional Use Permit that the site must be maintained in accordance with the site plan, including maintaining the health of the grass in the display area which will require regularly moving the merchandise. If track-out of mud or dirt occurs onto public streets resulting from the proposed grass display area or the existing dirt demonstration area, the owner will be required to pave the problem areas to abate track-out issues.

**V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT**

**AMENDMENT:**

Staff recommends approval of the amendment to the existing Conditional Use Permit for DOO, LLC d.b.a. Bobcat of Omaha for Farm Implement Sales and Service, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VI. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT AMENDMENT:**

The Planning Commission held a public hearing on May 18, 2023 and voted unanimously to recommend approval of the amendment to the existing Conditional Use Permit for DOO, LLC d.b.a. Bobcat of Omaha for Farm Implement Sales and Service, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VII. ATTACHMENTS TO REPORT:**

- A. Vicinity Map
- B. Review and response letters
- C. Draft Conditional Use Permit with Site Plan, Landscaping Plans, and Operating Statement

**VIII. COPIES OF REPORT SENT TO:**

- A. Jeff Jenkins, Heimes Corporation
- B. Scott Loos, Thompson, Dreessen & Dorner, Inc.
- C. Public Upon Request



Prepared by: Associate City Planner

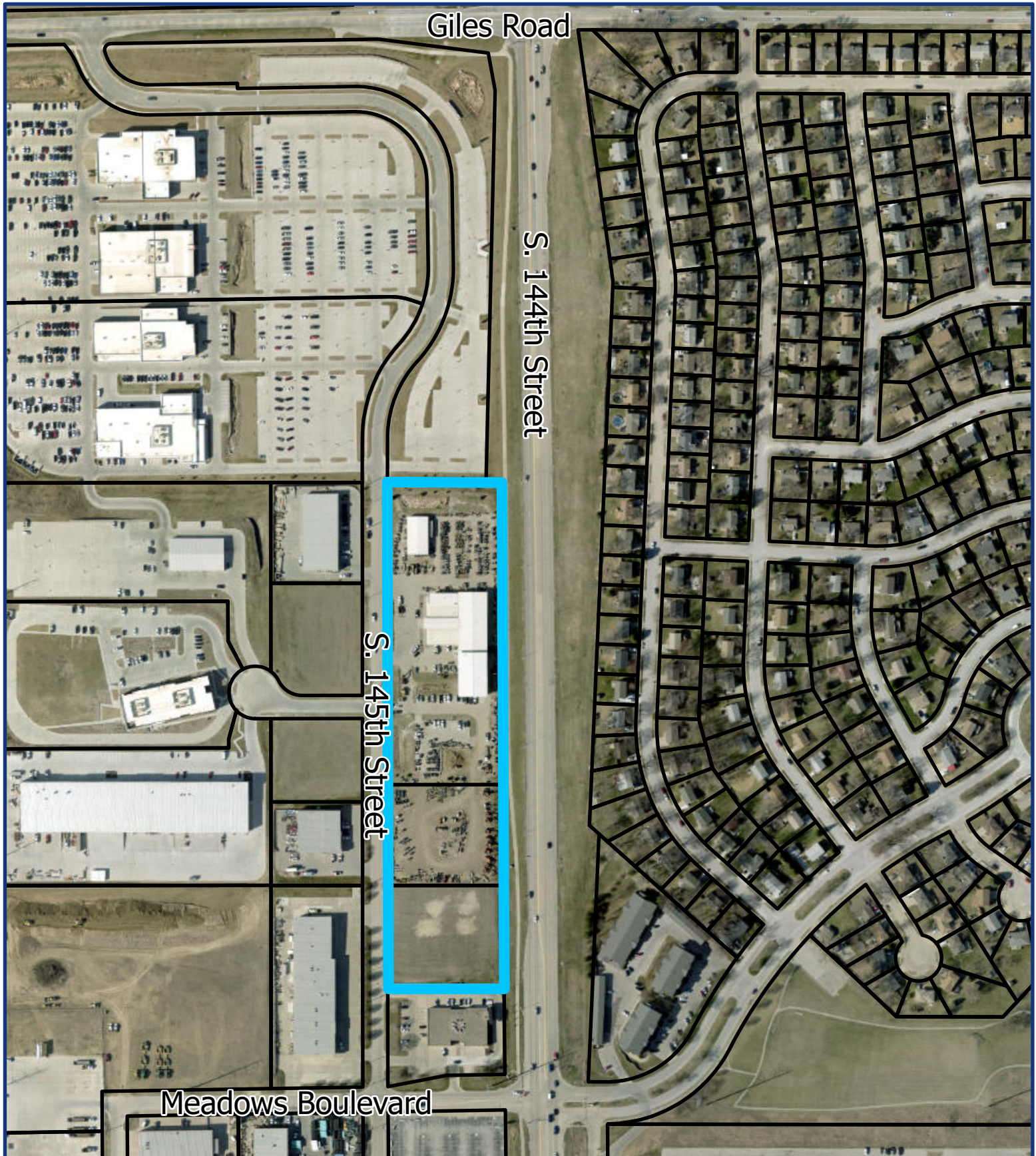


Community Development Director

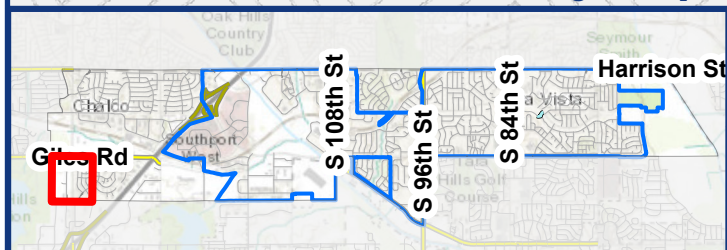
6/7/23

Date





## Vicinity Map - Bobcat of Omaha CUP Amendment



### Legend

- Property Lines
- CUP Amendment Area







April 28, 2023

Thompson, Dreessen, & Dorner  
Attn: Scott Loos  
10836 Old Mill Road  
Omaha, NE 68154

RE: Conditional Use Permit Amendment – Bobcat of Omaha – Initial Review Letter  
8701 S 145<sup>th</sup> Street – Lot 1 Lakeview South II Replat Five, Lot 1 Lakeview South II  
Replat 3, and Lot 2 Lakeview South II Replat I

Mr. Loos,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Zoning Ordinance, the City has the following comments:

1. The proposed landscaping plans for the Bobcat of Omaha site have been reviewed by the City's third-party design review architect for conformance with the requirements of the Gateway Corridor Overlay District and the Zoning Ordinance. Please find attached an initial review letter detailing some necessary changes to the landscaping plans.
2. Please include additional details in the operating statement about the overall business operation, including the square footage of existing buildings and the total number of employees that will be on-site during peak times.
3. Sheets 1 and 2 of the most recently submitted site plan package appear to be early versions of the site plan, and do not include the full extent of paving proposed for Lot 1 Lakeview South II Replat 3. Please review and revise the site plans.

**City Hall**  
8116 Park View Blvd.  
La Vista, NE 68128-2198  
402.331.4343 P  
402.331.4375 F

**Community  
Development**  
8116 Park View Blvd.  
402.593.6400 P  
402.593.6445 F

**Library**  
9110 Giles Rd.  
402.537.3900 P  
402.537.3902 F

**Police**  
7701 S. 96th St.  
402.331.1582 P  
402.331.7210 F

**Public Works**  
9900 Portal Rd.  
402.331.8927 P  
402.331.1051 F

**Recreation**  
8116 Park View Blvd.  
402.331.3455 P  
402.331.0299 F

4. Regarding the proposed grass demonstration/merchandise display area, restrictions will be made and enforced through the CUP on the types of merchandise that can be displayed in that area to ensure conformance with Section 7.05.03 of the La Vista Zoning ordinance which requires that all parking be paved with asphalt or concrete. Consistent with the operating statement that you provided, only non-vehicle type merchandise will be permitted to be displayed in this grass area (such as trailers, generators, and other non-self propelled pieces of equipment that are on display for sale).
5. A grading permit and building permit from the City of La Vista will be required prior to any ground disturbance or paving activities on the subject properties. As part of this permit approval process, review and approval of the Post-Construction Stormwater Management Plan and drainage study will be required.
6. A condition will be placed within the CUP that the property will need to be maintained according to the site plan, including ensuring that the health of the grass in the merchandise display area is maintained. This will necessitate regularly moving merchandise placed on the grass area. A condition will be included in the CUP that if track-out occurs onto public roadways, the City may require that the property owner pave areas creating the problem. Additional paving will also be required if unauthorized parking of equipment/merchandise is occurring on the grass area. Please be advised that staff conducts regular reviews of properties with CUPs to ensure compliance with the approved permit.
7. The operating statement mentions a potential future retail building on the south end of the property. Please note that the design for such potential building will need to be reviewed through the City's design review process as the property is located within La Vista's Gateway Corridor Overlay District.

Please submit 2 full size revised copies of the CUP plans and related documents (along with electronic copies) to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted this review have been sufficiently addressed. A draft CUP will be prepared and shared with you in the near future. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,

A handwritten signature in blue ink that reads "Cale Brodersen". The signature is fluid and cursive, with a long horizontal line extending to the right.

Cale Brodersen, AICP  
Associate City Planner  
cbrodersen@cityoflavista.org  
(402) 593-6400

cc:

Jeff Jenkins, Heimes Corp.  
Brendan Finley, Thompson, Dreessen & Dorner  
Bruce Fountain, Community Development Director – City of La Vista  
Chris Solberg, Deputy Community Development Director – City of La Vista  
Pat Dowse, City Engineer – City of La Vista

Enclosure.



Design with Purpose. Build with Confidence.

April 25, 2023

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

RE: Bobcat of Omaha - Design Review Letter #1

Dear Chris:

This letter shall provide recommendations and/or corrections for the Applicant's submittal containing drawings received on 4/12/2023. For tracking purposes, I have noted deficiencies in the CUP submittal package below, and where appropriate, the corresponding requirements outlined in the Gateway Corridor Design Guidelines for landscaping compliance only.

**General:**

1. The following drawings were submitted:
  - a. Site Layout 1 of 2
  - b. Site Layout 2 of 2
  - c. Landscape Plan
  - d. Landscape Plan Phase 1
  - e. Landscape Plan Phase 2

**Drawings:**

1. Landscaping Plan
  - i. Coniferous tree on plant schedule not included on list of approved plant materials.
  - ii. Both deciduous shrubs and coniferous shrubs shade trees are required to be 5 gallons. Scheduled shrubs are shown as 3 gallons, revise as required.
2. Landscape Plan Phase 2
  - i. Both deciduous shrubs and coniferous shrubs shade trees are required to be 5 gallons. Scheduled shrubs are shown as 3 gallons, revise as required.

Please notify the Applicant of the review comments above and request clarification and/or resubmittal as the case may be. Please remind the Applicant to properly date all resubmittals.

PHONE 402.493.4800  
FAX 402.493.7951

1044 North 115th Street, Suite 300  
Omaha, Nebraska 68154-4436

SCHEMMER.COM

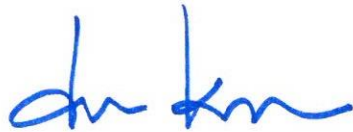


Please feel free to contact me regarding additional clarifications or questions.

(402) 431-6377 direct  
dkerns@schemmer.com

Sincerely,

THE SCHEMMER ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'dkerns', is positioned below the company name.

Dan Kerns, AIA, NCARB  
Principal  
Executive Manager, Architecture  
Commercial Market Leader

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

## **Conditional Use Permit for Farm-Implement Sales and Service**

This Conditional Use Permit issued this \_\_\_\_ day of \_\_\_\_\_, 2023, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to, DOO, LLC (“Owner”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner was granted a conditional use permit by the City Council of the City of La Vista on October 15, 2013 for a Farm-Implement Sales and Service operation upon Lot 1, Lakeview South II Replat Five within the City of La Vista’s zoning jurisdiction in Sarpy County, Nebraska; and

WHEREAS, Owner submitted an application for an amendment to their conditional use permit for the purpose of expanding the operations of a Farm-Implement Sales and Service use that was approved on July 17, 2018; and

WHEREAS, Owner wishes to further expand the operations of a Farm-Implement Sales and Service operation; and

WHEREAS, Owner has applied for an additional amendment to their conditional use permit for the purpose of such expansion to allow for the Farm-Implement Sales and Service use on the following properties within the City of La Vista’s zoning jurisdiction in Sarpy County, Nebraska:

Lot 1 Lakeview South II Replat Five  
Lot 1 Lakeview South II Replat 3  
Lot 2 Lakeview South II Replat I; and

WHEREAS, the Mayor and City Council of the City of La Vista by this instrument are agreeable to amending the 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 as an amendment and restatement of the original permit to allow the owner to use the area designated on Exhibit “A” hereto for Farm-Implement Sales and 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 shall supersede any prior conditional use permit and are transferable. Any transferee shall be bound to perform this permit the same as the original Owner. Any variation or breach of any terms hereof shall cause permit to expire and terminate, subject to any cure right below.
2. In respect to the proposed Use:
  - a. Site plans 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 South 145th Street.

- b. Hours of operation for said Farm-Implement Sales and Service will be from 7:30 a.m. to 5:30 p.m. Monday through Friday, and between March-November, from 7:30 a.m. to 1:00 p.m. on Saturdays.
  - c. The premises shall be developed and maintained in accordance with the site plans (Exhibit A), landscape plans (Exhibit B), and the building renderings (Exhibit C) as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Community Development Director for approval.
  - d. The use shall be consistent with that described in the Operating Statement attached as "Exhibit D".
  - e. 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.
  - f. Merchandise shall only be displayed in the proper areas designated on the site plans (Exhibit A). Only non-vehicle type merchandise will be permitted to be displayed in the grass display area (such as trailers, generators, and other non-self propelled pieces of equipment that are on display for sale), in accordance with Section 7.05.03 of the La Vista Zoning Ordinance.
  - g. All landscaping identified in the landscaping plans attached as "Exhibit B" shall be maintained in good health. The health of the grass in the grass merchandise display area shall also be maintained in good health, which will necessitate regularly moving merchandise placed on the grass area. If track-out of dust, dirt, or mud occurs onto public roadways from the subject properties in this CUP, the City will require that Owner pave areas creating the problem with concrete. Additional paving will also be required if unauthorized parking of equipment/merchandise is occurring on the grass area.
  - h. No parking related to this use or these properties shall occur on S. 145<sup>th</sup> Street.
  - i. The existing monument sign, originally permitted through Sarpy County, shall be acceptable. All other permanent and temporary signs shall comply with the City's sign regulations.
  - j. Owner shall abide by all aspects of City of La Vista Zoning Ordinance Section 7.16 – *Performance Standards for Industrial Uses*.
  - k. 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.
  - l. 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.
  - m. 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 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.
  - n. 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 any agents, employees, assigns, suppliers or invitees of the owner, 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.
  - o. A building permit shall be required prior to any paving activities on the premises.
  - p. The equipment demonstration area shall utilize permanent BMPs to control sediment and dust from the disturbed ground areas. The permanent BMPs are illustrated in the site plans attached to the permit as "Exhibit A". Two existing stormwater detention basins on the property shall be converted to underground storage chambers, and are identified in the site plans. All underground storage chambers and BMPs on the properties shall be maintained in efficient working order.
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. 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.
6. 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:** DOO, LLC d.b.a. Bobcat of Omaha  
Attn: Don Partridge  
E-mail: [donpartridge@bobcat-omaha.com](mailto:donpartridge@bobcat-omaha.com)  
8701 S 145<sup>th</sup> Street  
Omaha, NE 68138

**Effective Date:**

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

THE CITY OF LA VISTA

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

Attest:

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

**CONSENT AND AGREEMENT**

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

Owner:

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

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

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

# Exhibit A



thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 [www.td2co.com](http://www.td2co.com)

Project Name

## Bobcat of Omaha

Client Name

Heimes Corporation

Professional Seal

PROGRESS PRINT

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DATE PRINTED: MAY 2, 2023

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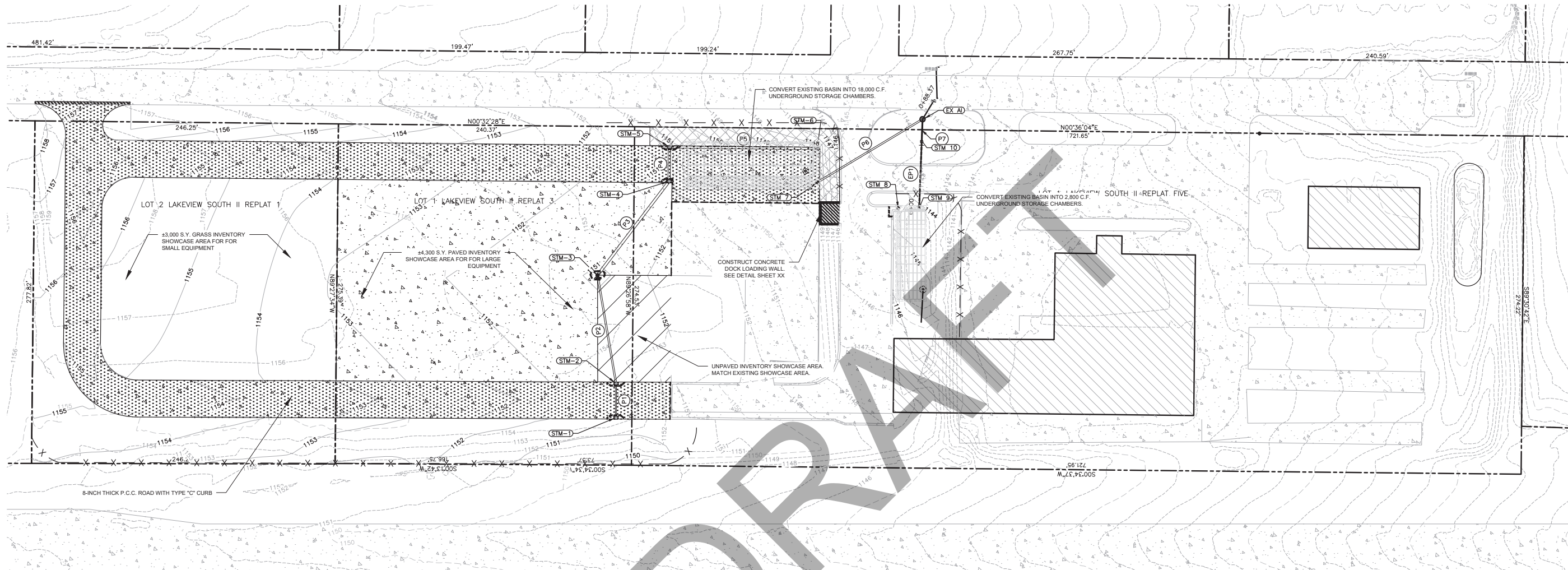
Drawn By:BJF      Reviewed By: SRL  
Job No.: 1642-115      Date: 05/02/23

Sheet Title

## Site Layout

Sheet Number

Sheet 1 of 5



### VICINITY MAP

### LEGEND

## NOTES

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4. BROT EXISTING BASINS TO BE CONVERTED TO UNDERGROUND STORAGE.
5. LANDSCAPING AND SCREENING TO COMPLY WITH THE CITY OF LA VISTA ZONING ORDINANCE.

### PIPE TABLE (Storm Sewers)

NAME	SIZE	LENGTH	SLOPE	MATERIAL
EP1	12"	53.02'	0.68%	CMP
P1	10"	27.95'	1.00%	HDPE/PVC
P2	15"	88.92'	1.00%	HDPE/PVC
P3	24"	95.72'	0.80%	HDPE/PVC
P4	24"	27.97'	0.80%	HDPE/PVC
P5	24"	119.96'	1.93%	HDPE/PVC
P6	15"	99.57'	1.44%	HDPE/PVC
P7	12"	18.18'	0.50%	RCP

## SITE STATISTICS

LOT NUMBER	ZONING	LOT SIZE (AC/ SF)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)
LOT 2 LAKEVIEW SOUTH II REPLAT 1	I-1 LIGHT INDUSTRIAL	1.56 AC / 68,100 SF	—	—	16,150	16,150	26.8 %
LOT 1 LAKEVIEW SOUTH II REPLAT 3	I-1 LIGHT INDUSTRIAL	1.52 AC / 66,132 SF	—	—	51,100	51,100	77.3 %
LOT 1 LAKEVIEW SOUTH II REPLAT FIVE	I-1 LIGHT INDUSTRIAL	4.55 AC / 198,048 SF	27,500	13.8 %	83,900	111,400	56.2 %

## STRUCTURE TABLE (Storm Sewers)

STRUCTURE NAME	ELEVATIONS	LOCATION TO CENTER OF STRUCTURE
EX. AI 24" I.D. NYLOPLAST INLET	RIM: ??? I.E. 15": 1139.57 (SE) I.E. 12": 1137.32 (E)	CHAMBER 2 OUTLET: 0+71.20, 0.00 N: 77875.50 E: 106396.93
STM-1 NYLOPLAST GRATE INLET 2x3	RIM: 1151.16 I.E. 10": 1147.16 (W)	STM1: 3+60.53, 0.00 N: 77626.66 E: 106637.75
STM-2 NYLOPLAST GRATE INLET 2x3	RIM: 1151.16 I.E. 10": 1146.88 (E) I.E. 15": 1146.55 (E)	STM1: 3+32.58, 0.00 N: 77626.80 E: 106609.79
STM-3 15"x15" NYLOPLAST INLET	RIM: 1150.89 I.E. 15": 1145.66 (E) I.E. 24": 1145.06 (NW)	STM1: 2+43.66, 0.00 N: 77611.79 E: 106522.15
STM-4 NYLOPLAST GRATE INLET 2x3	RIM: 1150.68 I.E. 24": 1144.29 (SE) I.E. 24": 1144.29 (W)	STM1: 1+47.93, 0.00 N: 77610.12 E: 106446.04
STM-5 NYLOPLAST GRATE INLET 2x3	RIM: 1150.67 I.E. 24": 1144.07 (E) I.E. 24": 1144.07 (N)	STM1: 1+19.96, 0.00 N: 77670.12 E: 106418.07
STM-6 NYLOPLAST GRATE INLET 2x3	RIM: 1147.90 I.E. 24": 1141.75 (S)	STM1: 0+0.00, 0.00 N: 77790.08 E: 106419.32
STM 7 24" I.D. NYLOPLAST DRAIN BASIN W/ SOLID LID CHAMBER SYSTEM OUTLET SEE SHEET 5.0	RIM: 1148.44 I.E. 15": 1141.00 (NW)	CHAMBER 1 OUTLET: 0+99.57, 0.00 N: 77790.12 E: 106446.86
STM 8 24" I.D. NYLOPLAST INLET	RIM: 1144.56	CHAMBER 2 OUTLET: ???, ??? N: 77855.87 E: 106467.78
STM 9 24" I.D. NYLOPLAST DRAIN BASIN W/ SOLID LID CHAMBER SYSTEM OUTLET SEE SHEET 5.0	RIM: 1144.08 I.E. 12": 1140.02 (W)	CHAMBER 2 OUTLET: 0+00, 0.00 N: 77872.75 E: 106466.78
STM 10 Concrete Collar	RIM: ??? I.E. 12": 1139.66 (E) I.E. 12": 1137.41 (W)	CHAMBER 2 OUTLET: 0+53.02, 0.01 N: 77874.81 E: 106413.80



**TD2**  
engineering  
& surveying

Project Name

# Bobcat of Omaha

Professional Seal

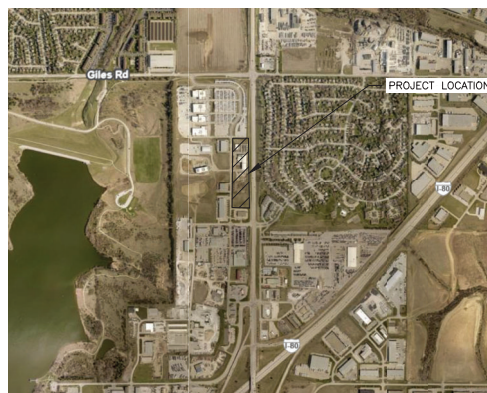
Revision Dates

Drawn By: BJJ      Reviewed By: SRL  
Job No.: 1642-115      Date: 05/02/23

Sheet Title

Sheet Number

Sheet 2 of 5



1. EXISTING CONDITIONAL USE PERMIT TO BE AMENDED TO ALLOW FOR THE PROPOSED SITE AND USE.
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## Exhibit B

thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 [www.td2co.com](http://www.td2co.com)

Project Name

## Bobcat of Omaha

Client Name

Heimes Corporation

Professional Seal

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Revision Dates

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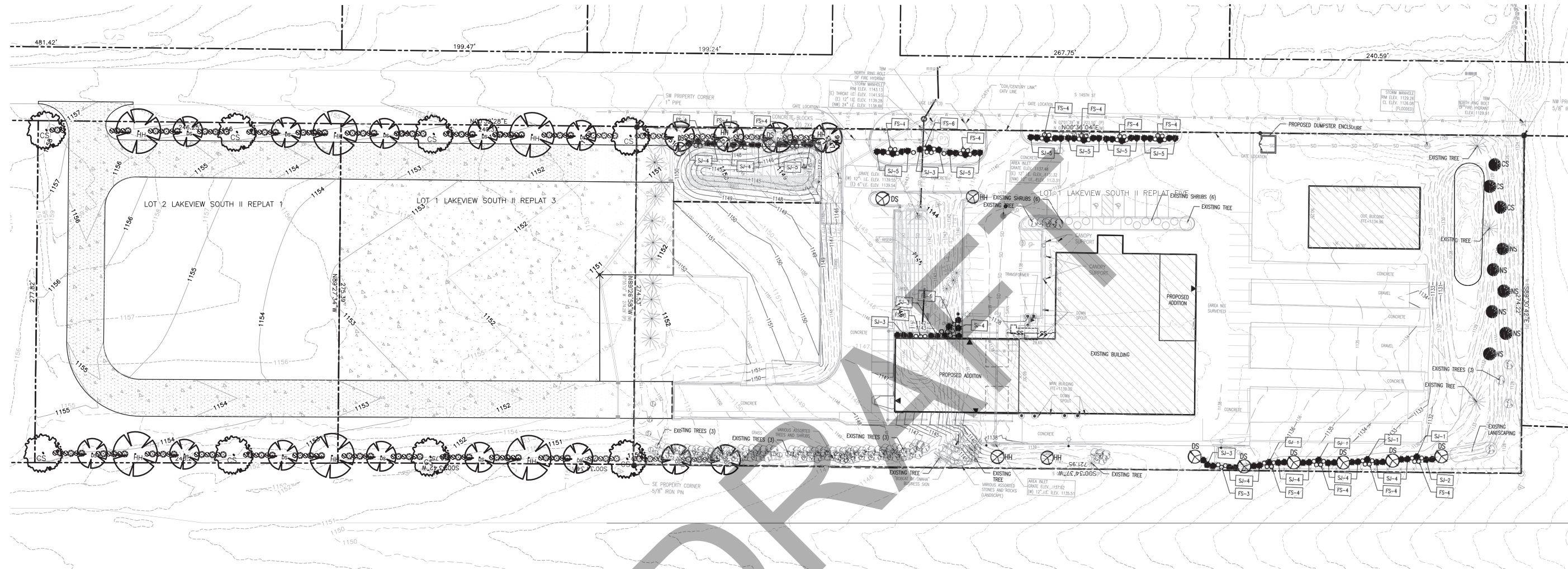
Drawn By:BJF      Reviewed By: SRL  
Job No.: 1642-115      Date: 05/02/23

Sheet Title

## Landscaping Plan

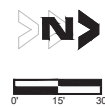
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Sheet 3 of 5

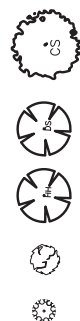


## LANDSCAPING NOTES

1. MINIMUM OF TWO SPECIES LISTED UNDER THE DECIDUOUS TREE CATEGORY.
  - DOWNY SERVICE BERRY (5.17.06.02)
  - HALKA HONEYLOCUST
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  - NORWAY SPRUCE (5.17.06.02)
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4. MINIMUM OF ONE SPECIES LISTED UNDER THE CONIFEROUS SHRUB CATEGORY.
  - SEA GREEN JUNIPER (5.17.06.02)
5. A LANDSCAPED AREA HAVING A MINIMUM DEPTH OF 15' FROM THE PROPERTY LINE SHALL BE PROVIDED ALONG THE STREET FRONTAGE OF ALL LOTS OR SITES. (7.17.03.02)
6. ALL COMMERCIAL OFFICE AND INDUSTRIAL DEVELOPMENTS, BUILDINGS OR ADDITIONS, THEREO SHALL PROVIDE PERIMETER LANDSCAPING TO INCLUDE A MINIMUM OF 1 TREE FOR EACH 40 LINEAL FEET OF STREET FRONTAGE OR FRACTION THEREOF. (7.17.03.07)
7. ALL PARKING AREAS OR VEHICULAR USE AREAS ABUTTING A PUBLIC RIGHT-OF-WAY SHALL BE SCREENED FROM GRADE TO A HEIGHT NO LESS THAN 3 FEET.



### LEGEND



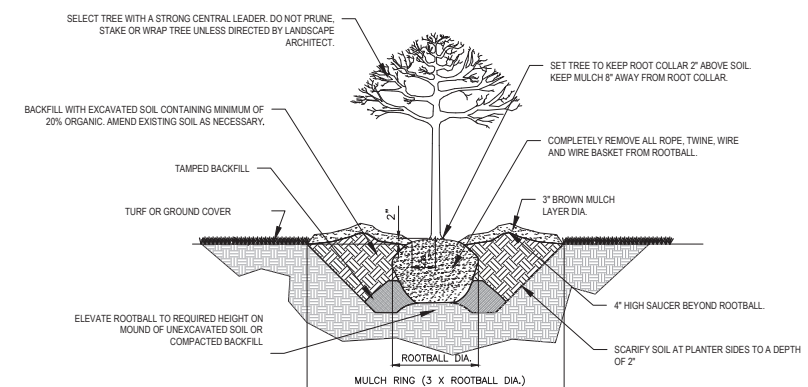
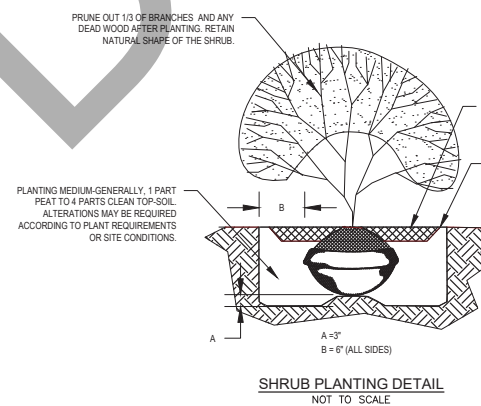
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## PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	MATURE HEIGHT	MATURE SPREAD	TOTAL QUANTITY
DS	AMELANCHIER ARBOREA – CLUMP FORM	DOWNY SERVICEBERRY	3' CAL. MIN.	B&B	30'	25'	17
HH	GLEDITSIA TRIACANTHOS VAR. INMERIS "HALKA"	HALKA HONEYLOCUST	3' CAL. MIN.	B&B	75'	50'	6
CS	PICEA PUNGENS	COLORADO SPRUCE	3' CAL. MIN.	B&B	40'	25'	8
FS	RHUS AROMATICA "GRO-LOW"	GRO-LOW FRAGRANT SUMAC	5 GAL.	CONT.	4'	3'	87
SJ	JUNIPERUS CHINENSIS "SEA GREEN"	SEA GREEN JUNIPER	5 GAL.	CONT.	20'	5'	88

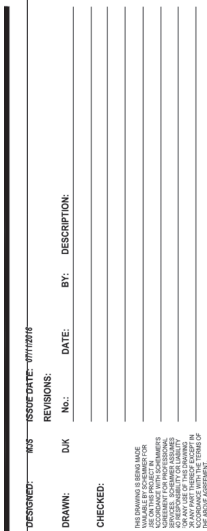
NOTE: PLANT SCHEDULE IS APPROXIMATE AND SUBJECT TO CHANGE; HOWEVER, ANY CHANGES MUST BE IN ACCORDANCE WITH THE CITY OF LA VISTA'S GATEWAY DISTRICT DESIGN GUIDELINES AND THE CITY OF LA VISTA ZONING ORDINANCE.



- NOTES:
1. SOIL USED AS BACKFILL SHALL BE AMENDED AS NECESSARY TO CONTAIN 20% ORGANIC MATERIAL.
  2. PLANTING STAGES:
    - A) REMOVE BOTTOM THIRD OF BASKET, ROPE AND TWINE.
    - B) SET TREE AND PLUMB. TAMP BACKFILL TO STABILIZE.
    - C) COMPLETE REMOVAL OF ALL WIRE, ROPE, AND TWINE.
    - D) FINISH BACKFILL AND WATER.
  3. STREET TREE PLANTING INSPECTION AND APPROVAL BY CITY OF OMAHA AND THE OWNER SHALL BE DONE IN TWO STAGES:
    - A) EXCAVATION OF PLANTER AREA AND COMPACTION RELIEF TREATMENT PRIOR TO PLANTING AND BACKFILLING.
    - B) FINAL INSTALLATION AFTER PLANTING AND BACKFILLING.

TYPICAL TREE PLANTING DETAIL  
NOT TO SCALE





**SCHEMMER**  
*Design with Purpose. Build with Confidence.*

PROJECT NO.: 07277.001

**TD2**  
engineering  
& surveying

Project Name

# Bobcat of Omaha

Client Name  
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Drawn By:BJF      Reviewed By: SRL  
Job No.: 1642-115      Date: 05/02/23

# Landscaping Plan - Phase 1

Sheet Number

Sheet 4 of 5

A. GATEWAY CORRIDOR DISTRICT DESIGN GUIDELINES AND CITY OF LA VISTA ZONING ORDINANCE.

B. MINIMUM OF TWO SPECIES LISTED UNDER THE DECIDUOUS TREE CATEGORY.  
MINIMUM OF ONE SPECIES LISTED UNDER THE CONIFEROUS TREE CATEGORY.  
MINIMUM OF ONE SPECIES LISTED UNDER THE DECIDUOUS SHRUB CATEGORY.  
MINIMUM OF ONE SPECIES LISTED UNDER THE CONIFEROUS SHRUB CATEGORY.

C. IRRIGATION OF NEW LANDSCAPE ELEMENTS AND TURF AREA IS REQUIRED.

D. A LANDSCAPED AREA HAVING A MINIMUM DEPTH OF FIFTEEN FEET FROM THE PROPERTY LINE SHALL BE PROVIDED ALONG THE STREET FRONTAGE. A MINIMUM OF ONE TREE SHALL BE PLANTED FOR EVERY FIFT FEET OF STREET FRONTAGE.

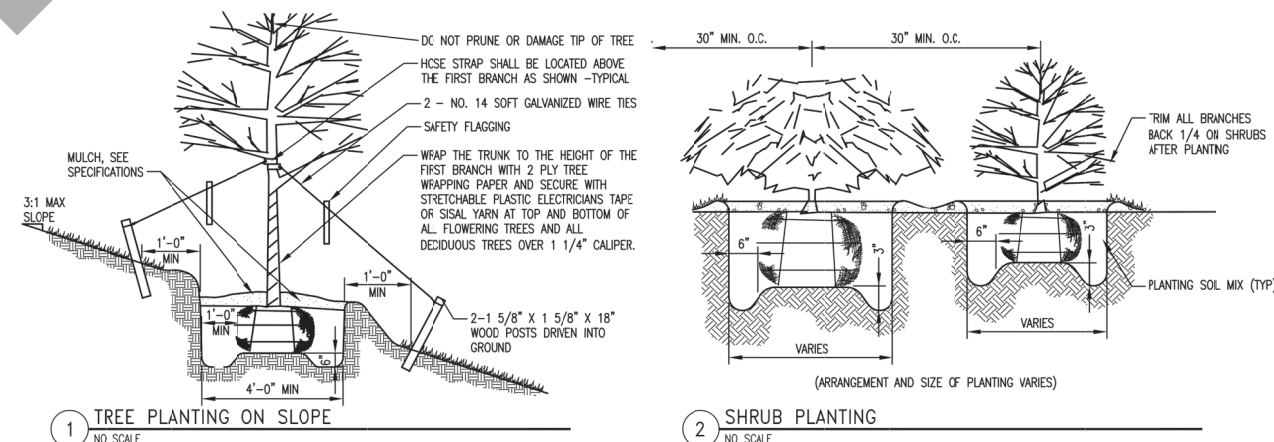
E. ALL COMMERCIAL OFFICE AND INDUSTRIAL DEVELOPMENTS, BUILDINGS, OR ADDITIONS THERETO SHALL PROVIDE PERIMETER LANDSCAPING TO INCLUDE A MINIMUM OF ONE TREE FOR EACH FORTY FEET OF STREET FRONTAGE.

F. ALL PARKING AREAS OR VEHICULAR USE AREAS ADJUTING A RESIDENTIAL DISTRICT OR PUBLIC RIGHT-OF-WAY SHALL BE SCREENED FROM GRADE LEVEL TO A HEIGHT NOT LESS THAN THREE FEET.

G. STREET FRONTAGE ALONG 144TH STREET = 721.50 FEET (721.50/40 = 18.335)  
REQUIRED = 19, SHOWN = 20 (EXISTING 12) + (PROPOSED 8)

H. FRONTAGE ALONG NORTH PROPERTY LINE = 274.29 FEET (274.39/40 = 6.85975)  
REQUIRED = 7, SHOWN = 15 (EXISTING 6) + (PROPOSED 9)

PLANT SCHEDULE					
ABREVIATION	COMMON NAME	BOTANICAL NAME	METHOD	SIZE	QUANTITY
DS	Downy Serviceberry	Amelanchier arborea - clump 'orm	B&B	2.5" c.	9
HH	Halka Honeylocust	Gleditsia triacanthos var. inermis 'Halka'	B&B	3" c.	5
CS	Colorado Spruce	Picea pungens	B&B	8'-9" tall	3
NS	Norway Spruce	Picea abies	B&B	8'-9" tall	6
FS	Gre-Low Fragrant Sumac	Rhus aromatica 'Gre-Low'	CONT.	5 gallon	70
SJ	Sea Green Juniper	Juniperus chinensis 'Sea Green'	CONT.	5 gallon	81



## Exhibit B



thompson, dreessen & dorner, inc.  
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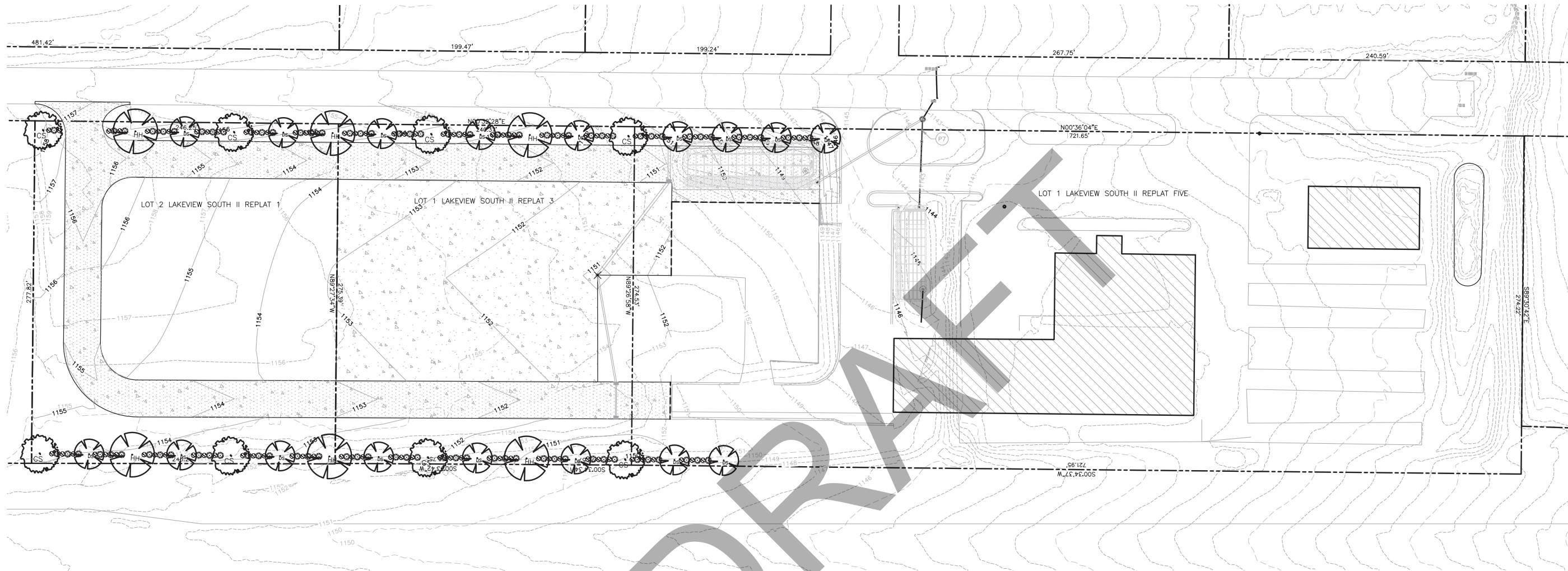
Drawn By: BJB      Reviewed By: SRL  
Job No.: 1642-115      Date: 05/02/23

Sheet Title

## Landscaping Plan - Phase 2

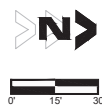
Sheet Number

Shee 5 of 5



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- 1.4. MINIMUM OF ONE SPECIES LISTED UNDER THE CONIFEROUS SHRUB CATEGORY.
  - SEA GREEN JUNIPER (5.17.06.02)
2. A LANDSCAPED AREA HAVING A MINIMUM DEPTH OF 15' FROM THE PROPERTY LINE SHALL BE PROVIDED ALONG THE STREET FRONTAGE OF ALL LOTS OR SITES. (7.17.03.02)
3. ALL COMMERCIAL OFFICE AND INDUSTRIAL DEVELOPMENTS, BUILDINGS OR ADDITION THERETO SHALL PROVIDE PERIMETER LANDSCAPING TO INCLUDE A MINIMUM OF 1 TREE FOR EACH 40 LINEAL FEET OF STREET FRONTAGE OR FRACTION THEREOF. (7.17.03.07)
4. ALL PARKING AREAS OR VEHICULAR USE AREAS ABUTTING A PUBLIC RIGHT-OF-WAY SHALL BE SCORED FROM GRADE TO A HEIGHT NO LESS THAN 3 FEET.



## LEGEND



NORWAY SPRUCE



DOWNY SERVICEBERRY



DOWNY SERVICEBERRY



SEA GREEN JUNIPER



GRO—LOW FRAGRANT SUMAC

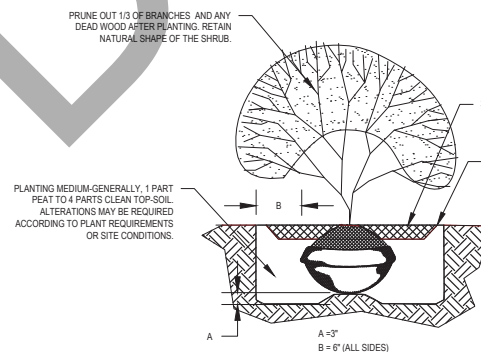
## NOTES

1. EXISTING CONDITIONAL USE PERMIT TO BE AMENDED TO ALLOW FOR THE PROPOSED SITE AND USE.
2. UNPAVED SHOWCASE AREA TO MATCH THE APPROVED AREA IN THE ORIGINAL CONDITIONAL USE PERMIT.
3. SHOWCASE AREA IN LOT 1 TO BE PAVED AND USED FOR LARGER EQUIPMENT AND MUST BE IN COMPLIANCE WITH THE CITY OF LA VISTA ZONING ORDINANCE.
4. BOTH EXISTING BASINS TO BE CONVERTED TO UNDERGROUND STORAGE.
5. LANDSCAPING AND SCREENING TO COMPLY WITH THE CITY OF LA VISTA ZONING ORDINANCE.

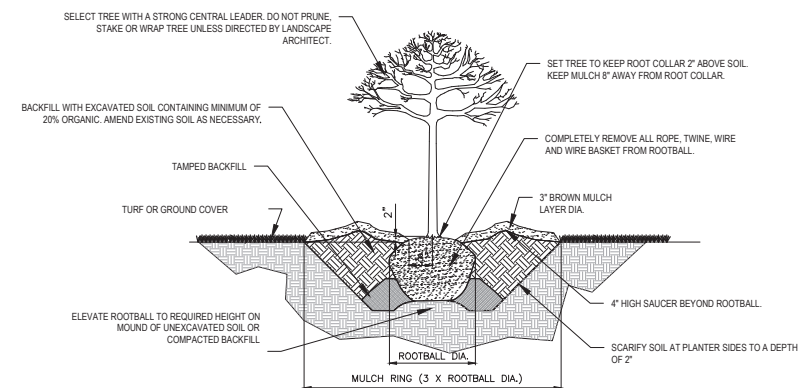
## PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	MATURE HEIGHT	MATURE SPREAD	TOTAL QUANTITY
DS	AMELANCHIER ARBorea - CLUMP FORM	DOWNY SERVICEBERRY	3' CAL. MIN.	B&B	30'	25'	17
HH	GLEDITSIA TRIACANTHOS VAR. INMERIS "HALKA"	HALKA HONEYLOCUST	3' CAL. MIN.	B&B	75'	50'	6
CS	PICEA PUNGENS	COLORADO SPRUCE	3' CAL. MIN.	B&B	40'	25'	8
FS	RHUS AROMATICA "GRO-Low"	GRO-Low FRAGRANT SUMAC	5 GAL.	CONT.	4'	3'	87
SJ	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL.	CONT.	20'	5'	88

NOTE: PLANT SCHEDULE IS APPROXIMATE AND SUBJECT TO CHANGE; HOWEVER, ANY CHANGES MUST BE IN ACCORDANCE WITH THE CITY OF LA VISTA'S GATEWAY DISTRICT DESIGN GUIDELINES AND THE CITY OF LA VISTA ZONING ORDINANCE.



SHRUB PLANTING DETAIL  
NOT TO SCALE



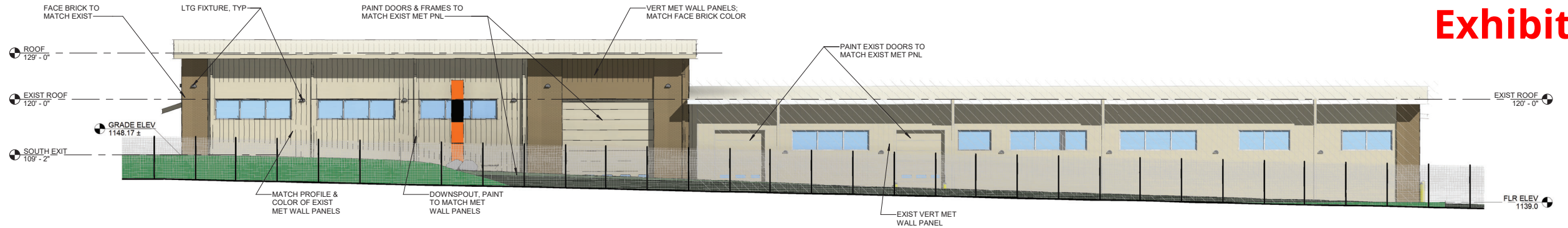
NOTES:

1. SOIL USED AS BACKFILL SHALL BE AMENDED AS NECESSARY TO CONTAIN 20% ORGANIC MATERIAL.
2. PLANTING STAGES:
  - A) REMOVE BOTTOM THIRD OF BASKET, ROPE AND TWINE.
  - B) SET TREE AND PLUMB. TAMP BACKFILL TO STABILIZE.
  - C) COMPLETE REMOVAL OF ALL WIRE, ROPE, AND TWINE.
  - D) FINISH BACKFILL AND WATER.
3. STREET TREE PLANTING INSPECTION AND APPROVAL BY CITY OF OMAHA AND THE OWNER SHALL BE DONE IN TWO STAGES:
  - A) INSPECTION OF PLANTER AREA AND COMPACTION RELIEF TREATMENT PRIOR TO PLANTING AND BACKFILLING.
  - B) FINAL INSTALLATION AFTER PLANTING AND BACKFILLING.

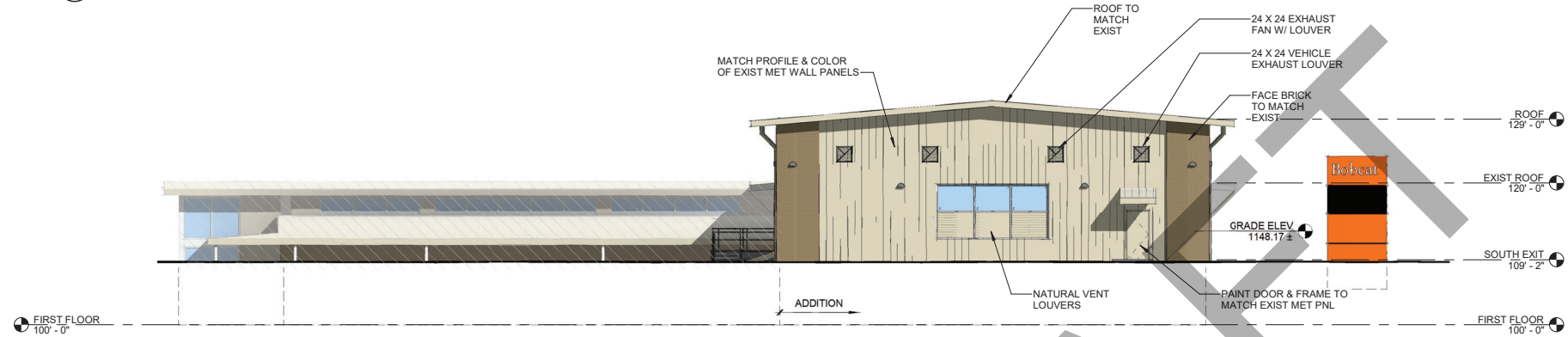
TYPICAL TREE PLANTING DETAIL  
NOT TO SCALE



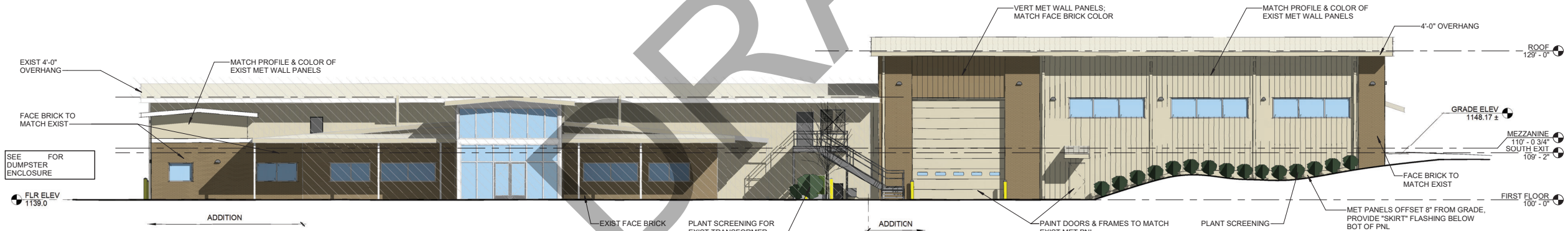
C:\Users\jmurphy\Documents\Revit\_temp\07277001-ARCH\_R18\_jmurphy@schemmer.com.rvt  
7/11/2018 10:44:55 AM



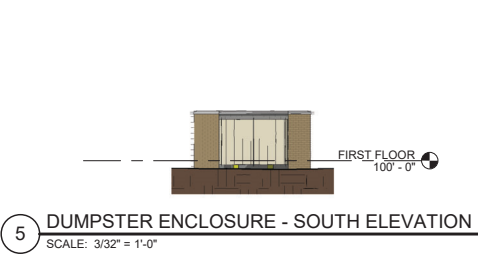
1 EAST ELEVATION FROM SIDEWALK  
SCALE: 3/32" = 1'-0"



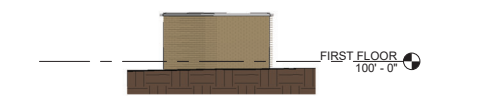
2 SOUTH ELEVATION  
SCALE: 3/32" = 1'-0"



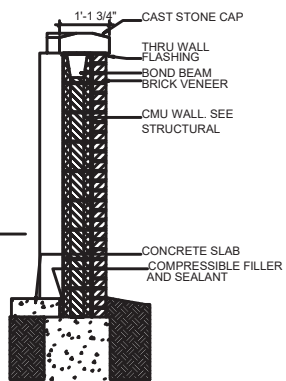
3 WEST ELEVATION  
SCALE: 3/32" = 1'-0"



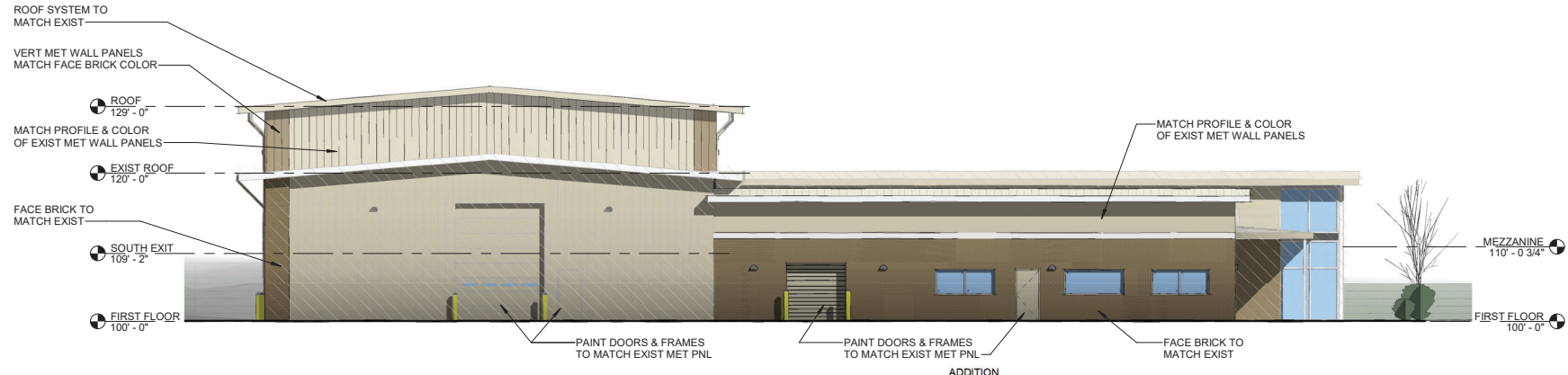
5 DUMPSTER ENCLOSURE - SOUTH ELEVATION  
SCALE: 3/32" = 1'-0"



6 DUMPSTER ENCLOSURE - WEST ELEVATION  
SCALE: 3/32" = 1'-0"



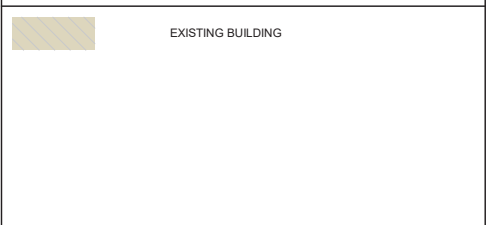
7 DUMPSTER  
SCALE: NOT TO SCALE



4 NORTH ELEVATION  
SCALE: 3/32" = 1'-0"

Exhibit C

LEGEND:



DESIGNED: Designer: ISSUE DATE: 7/11/2018  
DRAWN: Author: REVISIONS: No.: DATE: BY: DESCRIPTION:

CHECKED: Checker: THIS DRAWING IS REMAINING THE PROPERTY OF SCHEMMER AND SHALL NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF SCHEMMER. ANY REUSE OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF SCHEMMER SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SCHEMMER.

CONDITIONAL USE PERMIT

SCHEMMER  
Design with Purpose. Build with Confidence.

BOBCAT OF OMAHA  
BUILDING ADDITION  
8701 S 145th St.  
La Vista, NE  
BUILDING ELEVATIONS

PROJECT NO.: 07277001  
DISCIPLINE NO.: -2-

A201

## Operating Statement

Bobcat of Omaha is expanding our display area for our retail products.

With our expanding product lines, we need a proper well-designed area to display our equipment.

We are also going to relocate our dock area to reduce the amount of truck traffic on 145<sup>th</sup> street.

With the new paved areas we will be able to display all types of equipment, and then the grass display area will be non-motorized items such as trailers, generators and accessories.

The new paved loop will allow deliveries and loading rented equipment to reside on our property instead of happening on public streets.

There is approximately 28,914 Square feet of existing buildings on the property with a total of 48 employees.

We are looking at the possibility of a future retail building on the South end of the property.

This would include the additional of 6 new employees. Four Customer Support representatives and two service Technicians.

Our Hours of Operations would be Monday- Friday 7:30 AM to 5:30 PM and Saturdays from 8AM to 1PM from March to November.

**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 A CLASS I LIQUOR LICENSE FOR L'ELLE NAIL SPA, LLC DBA L'ELLE NAIL SPA IN LA VISTA, NEBRASKA.

WHEREAS, L'Elle Nail Spa, LLC dba L'Elle Nail Spa, 8373 Barmettler Dr, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class I Liquor License submitted by L'Elle Nail Spa, LLC dba L'Elle Nail Spa, 8373 Barmettler Dr, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 20TH DAY OF JUNE 2023.

CITY OF LA VISTA

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

ATTEST:

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



## LA VISTA POLICE DEPARTMENT INTER-DEPARTMENT MEMO

---

**TO:** Pam Buethe, City Clerk

**FROM:** Acting Chief Captain D. J. Barcal

**DATE:** May 23, 2023

**RE:** Local Background Check– Manager L’Elle Nail Spa, LLC

---

The La Vista Police Department has reviewed the Nebraska Liquor Control Commission Documents completed by the applicant and conducted a check of local records relating to the Manager Application for Vinh A. Phan. No criminal record was located.

As with all Nebraska Retail Liquor Licenses, I am asking the applicant strictly conform to Nebraska Liquor Commission rules and regulations under Section 53-131.01, Nebraska Liquor Control Act.



**APPLICATION FOR LIQUOR LICENSE  
CHECKLIST - RETAIL**

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.nebraska.gov

<b>RECEIVED</b>		
MAY 18 2023		
<b>NEBRASKA LIQUOR CONTROL COMMISSION</b>		
Hot List: YES / NO	New/Replacing # <i>NEW</i>	
Class Type <i>I</i>	License Number <b>125775</b>	Initial <i>CA</i>

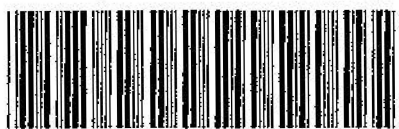
Applicant name L'ELLE NAIL SPA, LLC

Trade name L'ELLE NAIL SPA

Previous trade name N/A

Contact email address vphan8891@yahoo.com

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 Nebraska Liquor Control Commission.

Office use only	
PAYMENT TYPE: <i>Pay Post</i>	
AMOUNT: <i>8400</i>	
Received: <i>5/27</i>	 2300005054

1. ☒ Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. ☒ Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. ☒ Enclose the appropriate application forms:
  - Individual License (requires insert form 1)
  - Partnership License (requires insert form 2)
  - Corporate License (requires insert form 3a & 3c)
  - Limited Liability Company (LLC) (requires form 3b & 3c)
4. ☒ If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
- ☒ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
- ☒ If buying the business of a current liquor license holder:
  - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
  - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
  - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
- ☒ If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
- ☒ Enclose a list of any inventory or property owned by other parties that are on the premises.
9. ☒ For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See guideline for further assistance
10. ☒ Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. ☒ Submit a copy of your business plan.

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 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Signature

Vinh A Phan

3/22/2023  
Date

**APPLICATION FOR LIQUOR LICENSE  
RETAIL**

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.nebraska.gov/](http://www.lcc.nebraska.gov/)

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
CHECK DESIRED CLASS**

**RETAIL LICENSE(S)**

Application Fee \$400 (nonrefundable)

- ☐ A BEER, ON SALE ONLY  
☐ B BEER, OFF SALE ONLY  
☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE  
☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY  
☒ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120  
☐ AB BEER, ON AND OFF SALE  
☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE  
☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

☐ Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- ☐ Individual License (requires insert 1 FORM 104)  
☐ Partnership License (requires insert 2 FORM 105)  
☐ Corporate License (requires insert 3a FORM 101 & 3c FORM 103)  
☒ Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)  
Commission will call this person with any questions we may have on this application**

Name Duc Tran, Attorney at Law

Phone number: (402) 953-0048; Email: duc@ductranlaw.com

Firm Name The Law Office of Duc Tran

**PREMISES INFORMATION**Trade Name (doing business as) L'elle Nail SpaStreet Address #1 8373 Barmettler Dr, Building 5, Ste D & E

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

City La VistaCounty SarpyZip Code 68128-2962Premises Telephone number (402) 817-9152Business e-mail address vphan8891@yahoo.com

Is this location inside the city/village corporate limits:

YES

x

NO

Mailing address (where you want to receive mail from the Commission)

Name Vinh A PhanStreet Address #1 11916 N 143rd St

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

City WaverlyState NEZip Code 68462-1165**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED  
READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, 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. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

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

Building: length 62 x width 49 in feet

Is there a basement?

Yes \_\_\_\_\_

No x

If yes, length \_\_\_\_\_

x width \_\_\_\_\_

in feet

Is there an outdoor area?

Yes \_\_\_\_\_

No x

If yes, length \_\_\_\_\_

x width \_\_\_\_\_

in feet

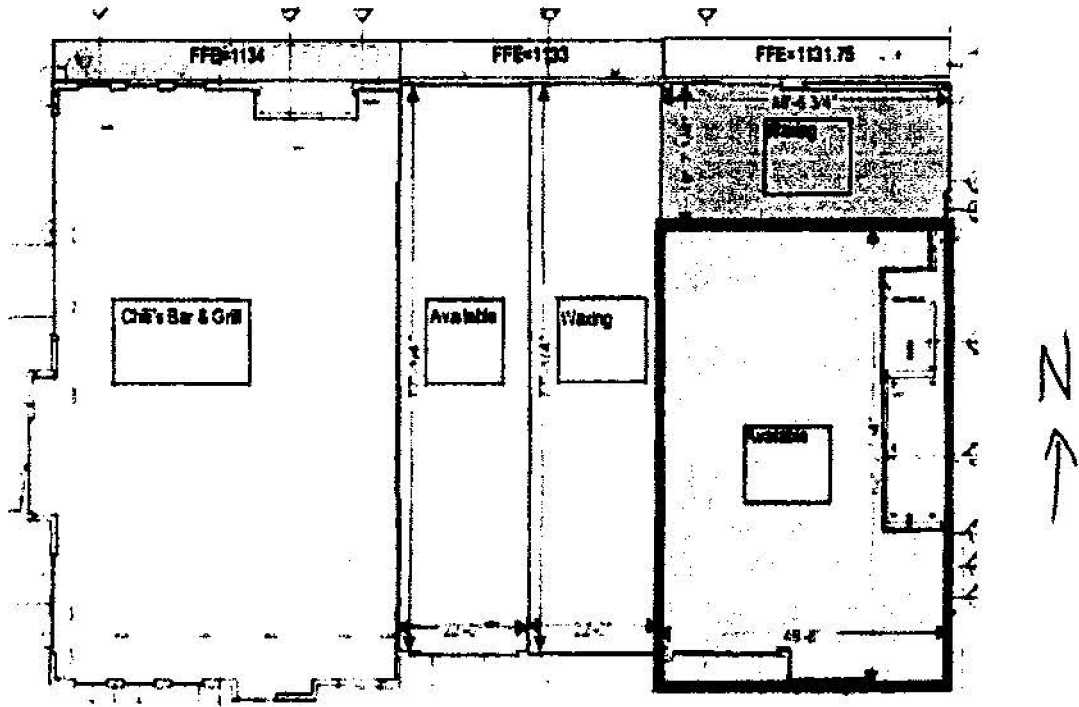
1 story

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

Please see the attached diagram

**EXHIBIT "A"**

**Depiction of Premises**

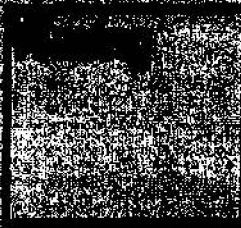


4/1



FFE=1131.75

48'-8"



Available

62'-2 1/4"

48'-8"

WORK



**APPLICANT INFORMATION****1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

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. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Nghi Thai	6/15/2011	Omaha, NE	DUI	5 days jail; 12 months probation
Nghi Thai	6/21/2006	Omaha, NE	Speeding	\$125 fine
Nghi Thai	11/17/2000	Lincoln, NE	DUI	48 hours jail; 18 months probation
Nghi Thai	10/20/1995	Lincoln, NE	DUI	1 year probation
Vinh Phan	09/12/2008	Lincoln, NE	MINOR POSSESSION OF ALCOHOLIC LIQUOR	City Fine of \$175.00

**2. Are you buying the business of a current retail liquor license?**

☐ YES ☒ NO

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

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

**3. Was this premise licensed as liquor licensed business within the last two (2) years?**

☐ YES ☒ NO

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

**4. Are you filing a temporary operating permit (TOP) to operate during the application process?**

☐ YES ☒ NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

\_\_\_\_ YES ☒ NO

If yes, list the lender(s) \_\_\_\_\_

6. 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)

---

**No silent partners**

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

\_\_\_\_ YES ☒ NO

If yes, list such item(s) and the owner. \_\_\_\_\_

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

\_\_\_\_ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

---

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.

---

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

**Cornhuskers Bank. Authorized signers: Nghi Thai, Amanda Thai, Vinh Phan**

---

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.

PREMIER NAILS BAR OF OMAHA LLC, 18924 EVANS ST STE 7 ELKHORN, NE 680227037, NE License# 124401, Manager: Amanda Thai

TNL NAILS, 3808 S 203RD PLZ STE 300 OMAHA, NE 681306403, NE License# 124907, Manager: Amanda Thai

AKSARBEN NAILS, 6722 FRANCES ST OMAHA, NE 68106, NE License# 124905, Manager: Amanda Thai

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

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Vinh Phan	04/07/2023	Nebraska Alcohol Server/Seller Certification

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Vinh Phan	2022 - Present	LLC Member of L'Elle Nail Spa, La Vista, NE; Shareholder of TNL Nails, Omaha, NE
Vinh Phan	2011- Present	Supervisor at Molex, LLC, Lincoln, NE

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 01/31/2033

☐ Deed

☐ Purchase Agreement

14. When do you intend to open for business? August 1, 2023

15. What will be the main nature of business? Nail Salon

16. What are the anticipated hours of operation? Monday - Saturday: 9:00 am - 7:00 pm; Sunday: 9:00 am - 5:00 pm

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT CITY & STATE	YEAR FROM TO		SPOUSE CITY & STATE	YEAR FROM TO	
Vinh Phan: Lincoln, NE	1990	2022	Natalie Doan: Lincoln, NE	2000	2022
Vinh Phan: Waverly, NE	2022	Present	Natalie Doan: Waverly, NE	2022	Present

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background 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.

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guidelines for required signatures.

  
\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

Vinh A Phan  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

#### ACKNOWLEDGEMENT


State of Nebraska  
County of Douglas

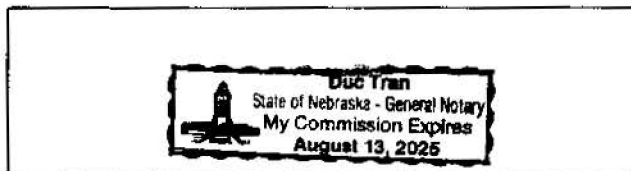
The foregoing instrument was acknowledged before me this

March 22, 2023

by Vinh A Phan

name of person(s) acknowledged (individual(s) signing)

  
\_\_\_\_\_  
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.



**APPLICATION FOR LIQUOR LICENSE  
LIMITED LIABILITY COMPANY (LLC)  
INSERT - FORM 3b**

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.nebraska.gov](http://www.lcc.nebraska.gov)

Office Use

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Nghi Thai

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

L'ELLE NAIL SPA, LLC

LLC Address: 17423 Y Street

City: Omaha State: NE Zip Code: 68135 - 2385

LLC Phone Number: (402) 817-9152 LLC Fax Number: \_\_\_\_\_

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Phan *\* spouse* First Name: Vinh MI: A

Home Address: 11916 N 143rd St City: Waverly

State: NE Zip Code: 68462 - 1105 Home Phone Number: (402) 817-9152

  
Signature of Managing/Contact Member

**ACKNOWLEDGEMENT**

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this

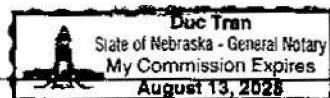
Date

22nd day of March 2023

by Vinh Phan

name of person acknowledge

Affix Seal



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Thai First Name: Amanda MI: N  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Dung Tien Nguyen  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 25 percent

Last Name: Thai First Name: Nghi MI: A  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Kieu Trinh Thi Nguyen  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 25 percent

*Managing member*  
Last Name: Phan First Name: Vinh MI: A  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Natalie Doan  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 25 percent

Last Name: Nguyen First Name: Thuy MI: N  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Nhat Thong Le  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 25 percent

**List names of all members and their spouses (even if a spousal affidavit has been submitted)**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Is the applying Limited Liability Company controlled by another corporation/company?

☐ YES

☒ NO

If yes, provide the following:

- 1) Name of corporation \_\_\_\_\_
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

---

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

Starting Date: January 1

Ending Date: December 31

---

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. \_\_\_\_\_

# Nebraska Secretary of State

## L'ELLE NAIL SPA, LLC

Fri May 19 09:15:35 2023

**SOS Account Number**

2207145059

**Status**

Active

**Principal Office Address**

17423 Y STREET  
OMAHA, NE 68135  
USA

**Registered Agent and Office Address**

NGHI THAI  
17423 Y STREET  
OMAHA, NE 68135

**Designated Office Address**

17423 Y STREET  
OMAHA, NE 68135

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Jul 11 2022

**Next Report Due Date**

Jan 01 2025

### Filed Documents

Filed documents for L'ELLE NAIL SPA, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Jul 11 2022	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jan 12 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

### Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**Online Certificate of Good Standing with Electronic Validation****\$6.50**



This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

## Certificate of Organization

L'ELLE NAIL SPA, LLC

*A Nebraska Limited Liability Company*

### Article 1: Name of Company

The name of the limited liability company is:

L'ELLE NAIL SPA, LLC

(Must contain the words "Limited Liability Company" or "Limited Company", or the abbreviation "L.L.C.", "LLC", "L.C.", or "LC". "Limited" may be abbreviated as "Ltd.", and "Company" may be abbreviated as "Co.")

### Article 2: Initial Designated Office

The street address of the initial designated office is:

17423 Y STREET

OMAHA, NE 68135

(Must be a street address located in Nebraska. PO Boxes are not allowed).

### Article 3: Initial Agent for Service of Process

The name of the initial agent for service of process is: NGHI THAI

The street address of the initial agent for service of process is:

17423 Y STREET

OMAHA, NE 68135

(Must be a street address located in Nebraska. PO Boxes are not allowed).

### Article 4: Members

The Company has at least one Member.

### Article 5: Purpose

The purpose for which the Company is organized is to engage in any and all lawful business for which a limited liability company may be organized under the laws of the State of Nebraska.

### Article 6: Professional Service (if applicable)

If the Company is organized to render a professional service, the professional service its members, managers, professional employees, and agents are licensed or otherwise legally authorized to render in this state is:

### Article 7: Management

The Company shall be MANAGER managed. The name and address of the initial 2 (s) is as follows:

NGHI THAI

MANAGER

AMANDA THAI

CO-MANAGER

### Article 8: Effective Date of Filing

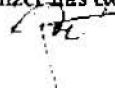
This Certificate or Organization shall be effective when filed, unless a delayed effective date is entered:

(A delayed effective date can't be more than 90-days ahead)

IN WITNESS WHEREOF, the undersigned Organizer has executed this Certificate of Organization on the date below.

06/29/2022

Date

  
Signature of Organizer

NGHI THAI

Printed Name of Organizer

**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.nebraska.gov](http://www.lcc.nebraska.gov)

Office Use

**FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED**

**MANAGER MUST:**

- ✓ Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- ✓ Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- ✓ Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- ✓ Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, **spouse must:**

- ✓ Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the **spouse must:**

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

1. (3/21/2017)

**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.nebraska.gov

Office Use

**MUST BE:**

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

**Corporation/LLC information**

Name of Corporation/LLC: **L'ELLE NAIL SPA, LLC**

**Premise information**

Liquor License Number: \_\_\_\_\_ Class Type \_\_\_\_\_ (if new application leave blank)

Premise Trade Name/DBA: **L'ELLE NAIL SPA**

Premise Street Address: **8373 Barmettler Dr, Building 5, Ste D & E**

City: **La Vista** County: **Sarpy** Zip Code: **68128**

Premise Phone Number: **(402) 817-9152**

Premise Email address: **vphan8891@yahoo.com**

**The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).**

**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**  
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Phan \* Spouse First Name: Vinh MI: A  
Home Address: 11916 N 143rd St  
City: Waverly County: Lancaster Zip Code: 68462  
Home Phone Number: (402) 817-9152  
Driver's License Number & State: [REDACTED]  
Social Security Number: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: Vietnam  
Email address: vphan8891@yahoo.com

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

☒ YES

☐ NO

Spouse's information

Spouses Last Name: Doan First Name: Natalie MI:   
Social Security Number [REDACTED]  
Driver's License Number & State: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: Vietnam

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS  
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Vinh Phan: Lincoln, NE	1990	2022	Natalie Doan: Lincoln, NE	2003	2022
Vinh Phan: Waverly, NE	2022	Present	Natalie Doan: Waverly, NE	2022	Present

# MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2022	Present	L'Elle Nail Spa, La Vista, NE; TNL Nails, Omaha, NE	Self	(402) 817-9152
2011	Present	Molex, LLC, Lincoln, NE	Self	(402) 817-9152

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

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☐ YES ☒ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted ( City & State)	Description of Charge	Disposition
Vinh Phan	09/12/2008	Lincoln, NE	Minor Possession Alcoholic Liquor	City Fine: \$175.00

## 2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☐ YES ☒ NO

IF YES, list the name of the premise(s):

## 3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO



4. List the alcohol related training and/or experience (when and where) of the person making application.

\*NLCC Training Certificate Issued: 04/07/2023 Name on Certificate: Vinh Phan

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Vinh Phan	04/07/2023	Nebraska Alcohol Server/Seller Certification

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Vinh Phan	07/2022 - Present	LLC Member of L'Elle Nail Spa, LLC, La Vista, NE
Vinh Phan	03/2023 - Present	Shareholder of TNL Nails, Inc., Omaha, NE
Vinh Phan	2011 - Present	Supervisor at Molex, LLC, Lincoln, NE

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

## 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. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

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.

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

  
Signature of Manager Applicant

\_\_\_\_\_  
Signature of Spouse

### ACKNOWLEDGEMENT

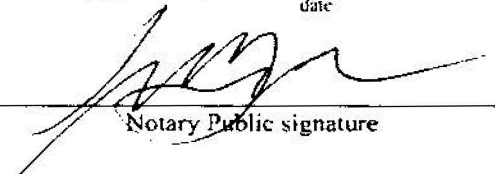
State of Nebraska  
County of Douglas

The foregoing instrument was acknowledged before me this

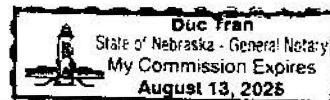
March 22, 2023  
date

by Vinh Phan

NAME OF PERSON BEING ACKNOWLEDGED

  
Notary Public signature

Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.


**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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

Office Use

☒ I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

☒ I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

  
\_\_\_\_\_  
Signature of **NON-PARTICIPATING SPOUSE**

**Natalie Doan**

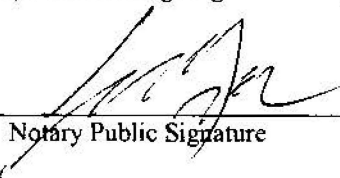
Print Name

State of Nebraska, County of **Douglas**

The foregoing instrument was acknowledged before me  
this **22nd day of March, 2023** (date)

by **Natalie Doan**

Name of person acknowledged  
(Individual signing document)

  
\_\_\_\_\_  
Notary Public Signature

  
\_\_\_\_\_  
Signature of **APPLICANT**

**Vinh Anh Phan**

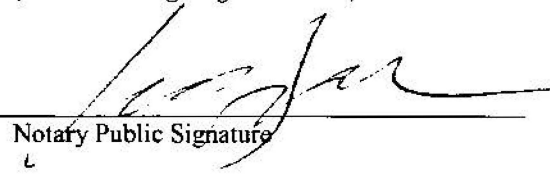
Print Name

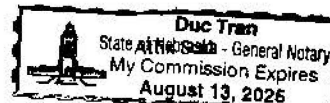
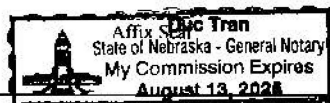
State of Nebraska, County of **Douglas**

The foregoing instrument was acknowledged before me  
this **22nd day of March, 2023** (date)

by **Vinh Anh Phan**

Name of person acknowledged  
(Individual signing document)

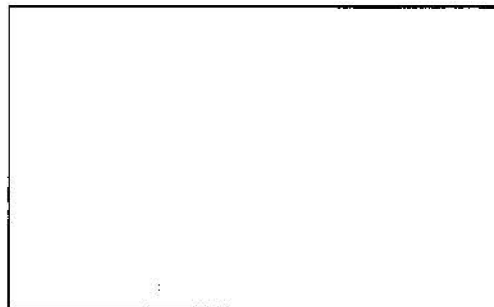
  
\_\_\_\_\_  
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

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.nebraska.gov](http://www.lcc.nebraska.gov)



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:**  
**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**

- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.nc.gov/go/nsp](http://www.nc.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:

**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***

The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name L'ELLE NAIL SPA, LLC

Name of Person Being Fingerprinted: Vinh A Phan

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 04/05/2023

Location where fingerprints were taken: Nebraska State Patrol Troop A

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK #                     

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

  
**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**

# Certificate of Completion

This is to certify that

**Vinh Phan**

has successfully completed the following  
**HOSPITALITYexam.com course and examination**

**Course Name:** Nebraska Alcohol Server/Seller Certification

Edward D McLean, Administrator  
[www.HOSPITALITYexam.com](http://www.HOSPITALITYexam.com)

**Date:** 04/07/2023  
**Expiration:** 04/07/2026  
**Certificate #:** 148002



## Nebraska Voter Information Lookup

[Back to Lookup](#) / [Registrant Detail](#)

# Vinh Anh Phan

Political Party  
**Nonpartisan**

Precinct  
**Waverly North**

## Election Details

11/08/2022 2022 General Election



We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

## Polling Location

### Waverly Community Foundation Building

11120 N 141st St Waverly, NE 68462  
(West Door -- Main Room)



## Sample Ballots

[WAVERLY NORTH STYLE 2.pdf](#)

## Ballot Styles

WavN.2

## Districts

[Show](#)

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## **L'ELLE NAIL SPA BUSINESS PLAN**

The Applicant, L'Elle Nail Spa, LLC, doing business as L'Elle Nail Spa, is a nail salon business serving the public at large.

The business plans to open in August 2023. The applicant wishes to provide its customers with alcoholic beverages while they wait for services. The applicant believes providing alcoholic beverages to its customers in this manner will increase its revenue and profits, improve its customers base and retention, as well as its competitiveness.

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the Effective Date (as hereinafter defined), by and between City Centre 2, LLC, a Nebraska limited liability company ("Landlord") and L'Elle Nail Spa, LLC a Nebraska limited liability company ("Tenant"). The "Effective Date" shall be the date upon which the last of Landlord and Tenant have signed this Lease.

### ARTICLE 1 FUNDAMENTAL LEASE DEFINITIONS

- 1.1 Address of Landlord. City Centre 2, LLC  
c/o City Ventures  
222 S. 15<sup>th</sup> Street #1404-S  
Omaha, NE 68102  
Attn: Chris Erickson
- 1.2 Landlord's Broker. OMNE Partners – Alicia Armstrong Miller
- 1.3 Address of Tenant. L'Elle Nail Spa, LLC  
1725 South 207<sup>th</sup> Street  
Elkhorn, NE 68022  
Attn: Mrs. Amanda Thai
- 1.4 Tenant's Broker. Magnum Realty, Inc. – Jason A. Levy
- 1.5 Property Manager. Nine Zero Properties, LLC
- 1.6 Address of Property Manager. 222 S. 15<sup>th</sup> Street #1404-S  
Omaha, NE 68102
- 1.7 Building. 8373 Barmettler Drive, La Vista 68128 - Building 5  
in La Vista City Centre
- 1.8 Premises. That certain space located in Suite D & E in the Building and more particularly described on the plan attached hereto as Exhibit "A".
- 1.9 GLA of the Premises. Approximately 2,445 square feet.
- 1.10 GLA of the Building. Approximately 11,907 square feet.
- 1.11 Permitted Use. Tenant shall have the right to use the Premises as operating a full-service nail salon, and for no other use without the prior consent of Landlord.
- 1.12 Trade name. L'Elle Nail Spa
- 1.13 Initial Term. Ten (10) years and four (4) months
- 1.14 Extended Term Options. Two (2) options of Five (5) years each.

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1.15 Lease Term Commencement Date. The Lease Term Commencement Date shall be the earlier of (i) One Hundred Fifty (150) days after Landlord delivers the Premises with Landlord's Work Substantially Completed (as hereinafter defined) or (ii) the date when Tenant opens for business to the public.

1.16 Rent Commencement Date. The Base Rent shall commence on the first day of the fifth (5<sup>th</sup>) month of the Initial Term. For purposes of clarification only, the intent of the parties is that the Base Rent for the first four (4) months of the Initial Term shall be abated.

1.17 Base Rent. Commencing on the Rent Commencement Date, Tenant shall pay Base Rent as follows:

Lease Year	per sqft	per year	per month
1	\$21.50	\$52,567.50	\$4,380.63
2	\$22.15	\$54,156.75	\$4,513.06
3	\$22.81	\$55,770.45	\$4,647.54
4	\$23.49	\$57,433.05	\$4,786.09
5	\$24.20	\$59,169.00	\$4,930.75
6	\$24.92	\$60,929.40	\$5,077.45
7	\$25.67	\$62,763.15	\$5,230.26
8	\$26.44	\$64,645.80	\$5,387.15
9	\$27.24	\$66,601.80	\$5,550.15
10	\$28.05	\$68,582.25	\$5,715.19

The amounts of annual Base Rent and monthly Base Rent set forth in the foregoing table are based on a GLA of the Premises equal to approximately 2,445 square feet. As more fully provided hereafter, upon Substantial Completion of Landlord's Work, the actual GLA of the Premises shall be determined by Landlord's architect, and the Base Rent, computed at the rates set forth in the foregoing table, shall be determined and confirmed prior to the Rent Commencement Date.

1.18 Security Deposit: \$4,380.63

1.19 Tenant's Work and Allowance. An allowance of \$50.00 per square foot of GLA of this Premises leased by Tenant shall be paid by Landlord to Tenant as further outlined in the Lease. In exchange for Tenant assuming responsibility for the construction and installation of the concrete slab in the Premises, pursuant to Section 25.2 (the "Floor Work"), Landlord shall also provide a monetary credit to Tenant in a mutually agreed upon amount based upon construction bids obtained by Tenant and approved by Landlord, pursuant to Section 25.2 (the "Flooring Allowance").

1.20 Lease Year. Each successive twelve (12) month period beginning on the Rent Commencement Date.

1.21 Tenant's Proportionate Share. Expressed as a percentage, which percentage is calculated by dividing the GLA of the Premises (numerator) by the GLA of the Building (denominator) and expressing the fraction as a percentage. The initial Tenant's Proportionate Share is 20.53%. If the GLA of the Premises or the GLA of this Building changes during the Term, Tenant's Proportionate Share shall be adjusted accordingly.

1.22 Property. This Building, its equipment and systems, Common Areas and this tax parcel (hereinafter "Land") on which this Building is situated.

1.23 Adjustment Period. Each calendar year occurring during the Term of this Lease.

1.24 Addenda/Exhibits. The exhibits listed below in this article are incorporated in this Lease by reference and are to be construed as part of this Lease:

- a. Guaranty
- b. Exhibit "A" – Depiction of Premises
- c. Exhibit "B" – Work Agreement
- d. Exhibit "C" – Rules and Regulations

## **ARTICLE 2 PREMISES**

2.1 Premises. Upon the conditions, limitations, covenants and agreements herein set forth, Landlord hereby leases to Tenant, and Tenant hereby accepts, hires and leases from Landlord, the Premises during the Term. Subject to the other provisions of this Lease, Landlord shall have the right, in its sole and absolute discretion, to modify this Property and/or this Building from time to time, but in no event shall such modification substantially interfere with Tenant's use of this Premises. Landlord reserves to itself the use of the roof, exterior walls and the area above and below this Premises (other than roll-up doors and exterior doorways), together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements now or in the future leading through this Premises and which serve other parts of the Property.

2.2 Gross Leasable Area. "GLA" means the number of square feet of enclosed floor area within this Premises or this Building, as the case may be, intended for the exclusive use by the occupant thereof and its customers, whether or not actually leased or occupied. GLA shall not include: other areas used for mechanical, electrical, telephone or other operating equipment. GLA shall be measured from the exterior face of the exterior walls and from the centerline of interior or party walls. No deduction from GLA shall be made for columns, stairs, or any interior construction or equipment. Upon Substantial Completion of Landlord's Work, the GLA of this Premises shall be determined by Landlord's architect, and the Base Rent shall be determined. Promptly after the Lease Term Commencement Date, Landlord and Tenant shall execute and deliver a written declaration setting forth this Lease Term Commencement Date, the expiration date of this Lease, the GLA of this Premises and this Building as of this Lease Term Commencement Date, and the amount of the Base Rent payable by Tenant. From time to time during the Term of this Lease, Landlord may give Tenant notice of the GLA in this Premises and this Building, at a given time or for a given period of time, as such GLA may be revised because of additions or reductions to this Premises or this Building, as may be permitted by this Lease, and appropriate adjustment shall be made to the Base Rent and Tenant's Proportionate Share by Landlord providing written notification of such change to Tenant.

2.3 Intentionally Deleted.

2.4 CCRs. This Lease of this Premises is subject to easements, covenants and restrictions of record, including but not limited to, the terms and conditions of that certain

Declaration of Easements, Covenants, Conditions, and Restrictions, dated December 1, 2016 and filed December 2, 2016, in Instrument Number 2016-31246, all with the Register of Deeds Office of Sarpy County, Nebraska, as amended (the "CCRs"). In the event a conflict occurs between this Lease and the CCRs, the CCRs shall govern. In addition, this Lease of this Premises is subject to all applicable building restrictions, planning and zoning ordinances, governmental rules and regulations and all other encumbrances, covenants, restrictions and easements affecting the Premises.

2.5 Common Area(s). "Common Areas" shall mean all areas from time to time designated by Landlord for the general and nonexclusive common use or benefit of Tenant, other tenants of this Property, and Landlord, including, without limitation, roadways, entrances and exits, loading areas, landscaped areas, open areas, park areas, service drives, walkways, common trash areas, vending or mail areas, common pipes, common walkways at this Building, conduits, wires and appurtenant equipment within this Property, maintenance and utility rooms and closets, exterior lighting, exterior utility lines, and parking facilities.

### **ARTICLE 3 TERM**

3.1 Initial Term. The Initial Term of this Lease, subject to modification as hereinafter provided, together with any renewals or extensions thereof, are sometimes hereinafter referred to collectively as the "Term."

3.2 Commencement. The Initial Term shall begin on the Lease Term Commencement Date.

3.3 Surrender. Upon expiration or termination of this Lease, Tenant shall surrender to Landlord possession of this Premises and the fixtures and equipment constituting part thereof with all keys thereto, however Tenant may remove any fixtures, furniture, and equipment that are not affixed to the Premises at time of surrender.

3.4 Option to Renew. Subject to the condition that Tenant is not in default of the performance of any of the provisions of this Lease, Tenant shall have the option to renew this Lease as set forth in Article 1 above (the "Extended Term"), subject to all the same terms and conditions contained herein except Base Rent. For each Extended Term, the Base Rent shall increase by two (2%) percent each Lease Year of the Extended Term. Tenant shall exercise said option by providing Landlord written notice not less than one hundred eighty (180) days prior to the expiration of the then current term.

3.5 Acceptance of Premises. By taking possession of the Premises, Tenant accepts this Premises in its then "as is" condition and acknowledges that this Premises and this Building are in good and satisfactory condition at the time Tenant takes possession of this Premises. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of this Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any tenant improvements to this Premises, except as expressly provided for in this Lease and Landlord's Work Letter attached hereto and incorporated herein as Exhibit "B".

### **ARTICLE 4 SECURITY DEPOSIT/BASE RENT**

4.1 Security Deposit. Tenant, concurrently with the execution of this Lease, shall deposit with Landlord the Security Deposit. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the Term hereof, including, without limitation, upon vacation and surrender of the Premises by Tenant pursuant hereto; provided, however, that Landlord's use or possession of the Security Deposit shall not be construed to excuse Tenant from the payment of any Rent herein reserved or any other charge herein provided. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be obligated to, (i) use or retain all or any part of the Security Deposit for the payment of any Rent or other monies due Landlord; (ii) apply all or a portion of the Security Deposit towards the cost of repairs to this Premises, unless Tenant performs and pays for the costs outside of the Security Deposit; (iii) apply all or a portion of the Security Deposit towards the cost of cleaning this Premises; or (iv) use all or a portion of the Security Deposit to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within fourteen (14) business days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay Rent herein provided for and all other sums payable by Tenant to Landlord hereunder as the same fall due, then the Security Deposit shall be returned to Tenant within forty-five (45) days after the end of the Term, or forty-five (45) days after the last payment due from Tenant is received by Landlord, whichever last occurs. Under no circumstance may Tenant deduct the Security Deposit from or offset the Security Deposit against its Rent or from any other payment due Landlord, and Landlord's right to possession of the Premises, or to take appropriate action for nonpayment of Rent, or for any other reason, shall not be affected by the fact that Landlord holds the Security Deposit and does not use, apply, or retain the same as set forth herein.

4.2 Base Rent. Beginning on the Rent Commencement Date and continuing through the Initial Term, Tenant shall pay to Landlord "Base Rent", in equal monthly installments per the schedule found in Article 1 of this Lease. Base Rent shall be paid, in advance, on or before the first day of each month, without notice, demand, offset, or deduction. Payment shall be made to Landlord at the Address of Landlord, or at such other address as Landlord may specify from time to time by written notice to Tenant. The obligation to pay Base Rent and Additional Rent shall be deemed a separate and distinct covenant of Tenant and Tenant shall have no right to offset or deduction.

4.3 Partial Month. If the Lease Term Commencement Date does not begin on the first day or end on the last day of a month, Base Rent and Additional Rent (as hereinafter defined) for such partial month shall be prorated by multiplying the monthly Base Rent and Additional Rent by a fraction, the numerator of which shall be the number of days of such partial month included in the Term and the denominator of which shall be the total number of days in the full calendar month. Base Rent and Additional Rent are sometimes hereinafter referred to collectively as "Rent."

4.4 Late Fees. In the event that Tenant fails to pay any installment of Rent within ten (10) days after its due date, Tenant shall also pay: (i) a late charge equal to four percent (4%) of the unpaid Base Rent; plus (ii) interest, compounded daily from the due date, thereon at ten percent (10%) per annum or the maximum then allowed under applicable law, whichever is less.



4.5 Recapture of Concessions. Tenant acknowledges and agrees that, in entering into this Lease, Landlord is relying upon receipt of all rent and other monies to become due with respect to all this Premises originally leased hereunder for the full initial Term in granting certain concessions to Tenant. Accordingly, Tenant agrees that Landlord's promise to pay Tenant a tenant improvement allowance and/or Landlord's payment of any lease commission or fee in connection with this Lease is expressly contingent on Tenant occupying the Premises at delivery of the Premises. If Tenant's right to possession of the Premises shall be delayed or terminated with cause, for any reason, as of any date prior to the expiration of the full Initial Lease term, Tenant must immediately pay, as Additional Rent hereunder, Landlord all such sums that have been paid by Landlord to Tenant or on Tenant's behalf, or any rent that were left unpaid by Tenant.

## **ARTICLE 5 ADDITIONAL RENT**

It is the intention of the parties and they hereby agree that this shall be an absolutely net lease, and except as expressly set forth herein, the Landlord shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Tenant hereby agrees to pay Tenant's Proportionate Share of all Operating Expenses and all Real Estate Taxes (as defined in Section 5.2 below) (hereinafter collectively referred to as "Additional Rent"). Additional Rent shall be paid in accordance with Section 5.5 below.

5.1 Operating Expenses. "Operating Expenses" are defined as the total cost and expense incurred, during each Lease Year at this specific outparcel Building #5 only and shall not include any other surrounding outparcel building(s) within this specific mixed-use development, in managing, operating, equipping, lighting, repairing, replacing and maintaining the Common Areas of this Building and this Property, as well as all charges and assessments under the CCRs, as reasonably determined by the Landlord, annualized over a Lease Year. Such Operating Expenses shall include all costs and expenses of operating and maintaining such areas and facilities in such manner as Landlord may, from time to time, deem appropriate, and for the best interests of the tenants and/or occupants of the Property, including, without limitation, the following:

- a. all utilities and all other services provided to this Building and this Property, not separately metered to Tenant or other tenants;
- b. all cleaning and janitorial service on a regular basis for the Common Areas within this Building, including trash removal;
- c. Landlord's insurance for this Property and this Building, including fire and extended coverage, liability, property damage, rent loss, boiler insurance, vandalism, malicious mischief, earthquake insurance, insurance against liability for defamation and claims of false arrest, and such other insurance in such amounts and covering hazards deemed appropriate by Landlord or which Landlord or any Mortgagee deems necessary or prudent;
- d. repairs and maintenance of this specific Property and the cost of supplies, tools, materials and equipment for Property repair and maintenance, which, under generally accepted accounting principles consistently applied, would not be capitalized

- e. the cost (amortized over such period as Landlord reasonably determines, together with interest at ten percent (10%) on the unamortized balance) of any capital improvements or repairs to this Property and/or this Building or equipment replacements made by Landlord after the Commencement Date that are intended to reduce Property Operating Costs, are required by any laws, or which are necessary in order to operate this Property and this Building at the same quality level as prior to such replacement;
- f. costs and expenses of operation, repair and maintenance of all structural portions and components of this Building, including, without limitation, plumbing, communication, common area heating, ventilating and air-conditioning, and common area electrical and other common Building systems;
- g. costs of repairs, maintenance, or replacement of paving, curbs, walkways, remarking, directional or other signs, landscaping, drainage, lighting facilities, repair and maintenance of the Common Areas and parking areas, costs and expenses of planting, replanting and replacing flowers, shrubbery and other landscaping, and the cost to Landlord of servicing and maintaining any sprinkler system;
- h. rental or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of this Property and/or this Building;
- i. license, permit and inspection fees (but excluding license, permit and inspection fees associated with leasehold improvements or alterations performed in premises leased or leasable to other parties);
- j. auditors' fees for public accounting;
- k. legal fees, costs and disbursements but excluding those: (i) relating to disputes with other tenants, (ii) based upon Landlord's negligence or other tortious conduct; (iii) relating to enforcing lease provisions for the benefit of this Building tenants generally; or (iv) relating to the defense of Landlord's title to, or interest in, this Property;
- l. supervision, administrative and management fees for this Building;
- m. costs incurred in providing security for this Building;
- n. Landlord's share of any charges or contributions made under a recorded covenant or other agreement, including the CCRs, that relates to this Property and any other property, which are disclosed, in writing, in advance to the Tenant; and
- o. cost of leasing and operating any signs, the cost of personnel to implement any service described above, to direct traffic and to police the Common Areas.
- p. other costs reasonably necessary to operate, repair, manage and maintain this Property in a first class manner and condition.
- q. costs associated with maintaining the right of way easement, streetscaping, and façade design in compliance with the CCRs, laws or guidelines of the City of La Vista, and all other applicable law.
- r. Intentionally omitted

Notwithstanding Section 5.1(a), Operating Expenses shall exclude:

- a. leasing commissions, costs, disbursements and other expenses incurred for leasing, renovating or improving space for tenants;
- b. Landlord's cost of electricity or other service sold to tenants for which Landlord is to be reimbursed directly by such tenant(s);
- c. depreciation, amortization and interest payments, except as provided herein, and when required, the item shall be amortized over its reasonably anticipated useful life;
- d. costs incurred because the Landlord or another tenant violated the terms of any lease;
- e. overhead and profit paid to subsidiaries or affiliates of Landlord for management or other services on or to the Property for supplies or other materials, to the extent that the costs of the services, supplies or materials exceed the competitive costs of such services, supplies or materials had they not been provided by a subsidiary or affiliate of Landlord;
- f. interest on debt or amortization payments on mortgages or deeds of trust or any other debt for borrowed money; and
- g. any costs, fines or penalties incurred because Landlord violated any governmental rule or authority.

5.2 Real Estate Taxes. "Real Estate Taxes" are defined to include the following:

- a. any real estate taxes, fees, assessments (including, but not limited to, any local improvement district assessments), or other charges assessed against this Property and any improvements thereon;
- b. all personal property taxes on personal property used in connection with the Property and related structures other than taxes payable by Tenant hereof, or payable by any other tenant in this Building;
- c. any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed, and which become payable during the Term hereof upon all improvements made to the Premises, over and above this Building shell, whether installed by Landlord or Tenant;
- d. any and all environmental levies or charges now in force affecting the Property or any portion thereof, or which may hereafter become effective, including, but not limited to, parking taxes, levies, or charges, employer parking regulations, and any other parking or vehicular regulations, levies, or charges imposed by any municipal, state or federal agency or authority;
- e. any other taxes levied or assessed in addition to, as a replacement, alteration, or substitute for, or in lieu of such real or personal property taxes;

f. any and all fees reasonably paid by Landlord in its opposition of tax assessments that are directly related to this Premises and/or this Property;

g. any expenses incurred in connection with any requirement subsequent to the date hereof for changes at this Property, so as to comply with then existing laws, ordinances or codes imposed by federal, state or local governmental authorities, together with any and all fees reasonably incurred by Landlord in its opposition to any such regulations; and

h. all new and increased assessments, taxes, fees, levies and charges relating to this Property shall be included within the definition of "Impositions" for the purposes of this Lease.

Real Estate Taxes shall exclude: (i) federal, state or local income taxes, (ii) franchise, gift, transfer, excise, capital stock, estate, succession or inheritance taxes, and (iii) penalties or interest for late payment of Real Estate Taxes.

5.3 Excessive Use. With respect to any utility or service mentioned herein which is not separately metered or billed to Tenant, if Landlord determines that Tenant's use of such utility or service is excessive or abnormal such that it is unfair to assess Tenant and other tenants therefor on a pro-rata square footage basis, Landlord shall so notify Tenant. Such written notice shall contain Landlord's estimate of a reasonable amount of the overall cost of such utility or service which should be billed to Tenant. If, within thirty (30) days after Tenant's receipt of such notice, Landlord and Tenant are unable to agree upon a reasonable amount of the overall cost of such utility or service to be paid by Tenant, then, and in such event, Tenant shall cause such utility or service to be separately metered to Tenant or separately contracted-for by Tenant, so that Tenant will pay separately, at Tenant's sole expense, for such utility or service (in which case Landlord shall not thereafter assess Tenant for any amount of such utility or service that is provided exclusively to this Premises. The cost of the installation of any separate meter shall be paid by Tenant.

5.4 Payment By Landlord. Subject to reimbursement as provided under this Article 5, Landlord shall pay the Operating Expenses and Real Estate Taxes before delinquency.

5.5 Manner of Payment. Commencing on the Lease Term Commencement Date, Tenant shall be responsible for Tenant's Proportionate Share of Operating Expenses in the following process:

a. Landlord shall give Tenant notice of Landlord's estimate of amounts payable under this Article 5 (hereinafter referred to as "Landlord's Estimate") for each Adjustment Period. Upon request, Landlord shall give Tenant reasonably detailed documentation to support Landlord's Estimate.

b. On or before the first day of each month during each Adjustment Period, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's Proportionate Share of Landlord's Estimate. If, however, Landlord's Estimate is not given before the Adjustment Period begins, Tenant shall continue to pay on the basis of Landlord's Estimate for the previous year, if any, until the month after the new estimate is given.

c. On or before March 1<sup>st</sup> of each Adjustment Period or as soon as reasonably possible thereafter, Landlord shall give Tenant an itemized statement ("Landlord's Annual

Statement") showing in reasonable detail: (i) the actual Operating Expenses incurred by Landlord for the prior Adjustment Period broken down by component expenses, including, without limitation, repairs, management fees, electricity, and the actual Real Estate Taxes for the prior Adjustment Period; (ii) the amount of Tenant's Proportionate Share of the actual Operating Expenses and actual Real Estate Taxes; (iii) the amount of Landlord's Estimate paid by Tenant during the prior Adjustment Period; and (iv) the net amount owed by Tenant toward the Operating Expenses and Real Estate Taxes, or the amount Landlord owes to Tenant as a refund for the prior Adjustment Period.

d. If Landlord's Annual Statement shows that Tenant's Proportionate Share of the actual Operating Expenses and actual Real Estate Taxes for an Adjustment Period was less than the amount contributed by Tenant toward Landlord's Estimate during such Adjustment Period, Landlord shall return the difference ("Overpayment") to Tenant, provided Tenant is not in default. If Landlord's Annual Statement shows that Tenant's Proportionate Share of the actual Operating Expenses and actual Real Estate Taxes for an Adjustment Period is more than the amount contributed by Tenant toward Landlord's Estimate during such Adjustment Period, Tenant shall remit the difference ("Underpayment") to Landlord. The Overpayment or Underpayment shall be paid by Landlord or Tenant, as appropriate, within thirty (30) days after Landlord's Annual Statement is delivered to Tenant, provided Tenant is not in default. If Tenant disputes the accuracy of Landlord's Annual Statement, Tenant shall nevertheless remit the Underpayment, if any; provided, however, Tenant may subsequently recover the Underpayment if Landlord's Annual Statement is later determined to be inaccurate. Any claim by Tenant for revision of any statement submitted by Landlord hereunder for any such Adjustment Period, which claim is not made within thirty (30) days after receipt of such statement, shall be deemed waived and discharged.

e. If, for any Adjustment Period during the Term, this Lease is not in effect for the full calendar year, Tenant's obligation to pay Additional Rent for such Adjustment Period shall be prorated by multiplying the Additional Rent for the Adjustment Period by a fraction expressed as a percentage, the numerator of which is the number of days of the Adjustment Period included in the Term and the denominator of which is 365.

5.6 Personal Property Tax. Before delinquency, Tenant shall pay to the appropriate taxing authority taxes assessed during the Term against trade fixtures or personal property placed by Tenant in this Premises. If these taxes are assessed against this Building, Tenant shall pay its share of the taxes to Landlord within ten (10) days after receiving Landlord's written statement setting forth the amount of taxes applicable to Tenant's property and the basis for the charge to Tenant. Tenant's failure to pay Landlord within the ten (10) day period shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent.

5.7 Utilities. Tenant shall pay for all gas, water, electricity, telephone, and other utility services used or consumed in or about or furnished to the Premises during the Lease Term and shall pay all sewer use fees or similar charges made or imposed with respect to or against this Premises during the Lease Term. Tenant shall hold Landlord and this Premises harmless from all liens, charges, and costs with respect to such items. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving this Premises and that if any equipment installed by Tenant requires additional utility facilities, such additional utility facilities shall be installed at Tenant's expense in accordance with plans and specifications approved in writing in advance by Landlord. Except to the extent caused by Landlord's negligence, Landlord shall not be liable for any interruption in the supply of any utilities to this



Premises or for any damage caused either to the electrical system or to Tenant's equipment within this Premises by any power surge; provided, however, in the event that one or more utilities services are interrupted for three (3) consecutive days, the Rent shall abate until such time as the utilities service is restored. If Landlord provides any of such utility services to Tenant because they are not or cannot be separately metered or billed to Tenant, then Tenant shall pay to Landlord, within ten (10) days after receiving a statement therefor from Landlord, Tenant's equitable share of the billing received by Landlord for such utility service, which share shall be determined by Landlord in its sole discretion taking into account such factors, including but not limited to the nature of Tenant's business, as Landlord reasonably may consider to be appropriate.

## **ARTICLE 6 COMPLIANCE WITH LAWS**

Tenant shall comply with all applicable laws, ordinances, codes and insurance company requirements in connection with this Premises and use of this Building, including but not limited to the following, (i) laws and rules regarding the physical condition of this Premises and (ii) laws and rules regarding the use of this Premises and with which only the occupant can comply, such as laws governing maximum occupancy, zoning and use restrictions, workplace smoking and illegal business operations, such as gambling. Tenant shall comply with all recorded covenants, restrictions and conditions, including the CCRs, and will not violate any restrictions set forth therein. Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act and all similar laws and regulations within this Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls.

## **ARTICLE 7 PERMITTED USES; PROHIBITIONS**

**7.1 Permitted Uses.** Tenant may use the Premises solely for the purpose set forth in Article 1 above and for no other purpose without the prior written consent of Landlord. To the extent that Landlord is not prohibited by any existing or future law, regulation, statute or court decision to do so and so long as Tenant is open for business and operating a full-service nail salon in this Premises, and is not otherwise in default of this Lease, then throughout the Lease Term, Landlord shall not enter into any Lease within this Property to any tenant or occupant whose primary business is a full-service nail salon, except as such uses are incidental to the primary business of such tenant and such uses shall be deemed incidental so long as such uses are not more than twenty percent (20%) of such tenant's gross revenue ("Tenant's Exclusive Right"). Tenant's Exclusive Right shall not apply to hair salon, med spa and similar uses so long as such uses do not offer nail salon services which exceed twenty percent (20%) of such tenant's gross revenue. In the event a tenant within this Property proposes to change its use, then, to the extent Landlord's consent or approval is required for such change in use, Landlord shall not consent to any such change in use if such change would violate Tenant's Exclusive Right unless (i) Landlord is not permitted pursuant to the terms of such lease or occupancy agreement to enforce Tenant's rights hereunder in connection with such change in use or (ii) Landlord's failure to approve or consent to a change in use would be unreasonable under the terms of any such lease, occupancy or other agreement for which Landlord's consent is required to be reasonable.

**7.2 Operation of Business.** Tenant shall not conduct auction sales, fire sales, vacancy sales, or "going out of business" sales in or from this Premises without written consent of Landlord, nor shall Tenant use or permit the use of vending machines inside this Premises (except for exclusive use of employees) or outside this Premises. Tenant shall not conduct business



promotions on the sidewalks or parking lot of Landlord's Parcel, without Landlord's prior written consent. Tenant shall (a) conduct its business in this entire Premises; (b) remain open for business during customary business days and hours for similar businesses in the city or trade area where this Building is located and also shall remain open on such days and for such hours as Landlord generally may require of businesses in this Building; (c) adequately staff its store with sufficient employees to handle the maximum amount of business and carry a stock of merchandise of such size, character, and quality as may be necessary to accomplish such maximum amount of business; (d) keep its display windows and signs, if any, well lighted during all business hours; (e) keep this Premises and both the exterior and interior portions of windows, doors, and other glass or plate glass fixtures therein in neat, clean, sanitary, and safe conditions; (f) warehouse, store, or stock only such goods, wares, and merchandise in this Premises as Tenant intends to offer for sale at retail within this Premises; (g) neither solicit business nor distribute advertising matter in the Common Areas; (h) not place any excessive weight upon the floor of this Premises; (i) use the insignia or other identifying mark of this Building (if any) designated by Landlord in Tenant's advertising, whether printed or visual, and make reference to the name of the Building in each instance of audio advertising; (j) not place or permit any radio or television antenna, loud speaker, or sound amplifier, or any phonograph or other devices similar to any of the foregoing, on the roof or outside of this Premises or at any other place where it may be seen or heard outside of this Premises; and (k) not permit noise, sounds, activities, odors, or disturbances within this Premises which interfere or are likely to interfere with the businesses of other tenants in this Building. Tenant agrees not to do or permit anything to be done which will interfere with the quiet enjoyment of other tenants or occupants of this Building. Tenant shall not conduct its business within this Premises under any name other than the trade name set forth as in Article 1 of this Lease without first obtaining Landlord's written consent to such change of trade name.

**7.3 Prohibitions.** Tenant shall not do or permit anything to be done in or about this Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon this Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about this Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of this Building or injure or annoy them (including unreasonable noise or odor) or their use of this Building or allow this Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about this Premises. Tenant shall not commit or allow to be committed any waste in or upon this Premises. Tenant shall have an affirmative obligation to design this Premises and the improvements within this Premises in such a manner as to avoid excessive noise, odor or other disturbances to the other tenants or invitees of this Building. Tenant shall not commit or allow to be committed any waste in or upon this Premises. Landlord shall have the right to impose restrictions or penalties on Tenant in the event Landlord determines, in its sole discretion, that Tenant has violated the provisions of this Section 7.3.

**7.4 Continuous Occupancy.** Tenant agrees continuously throughout the Lease Term to occupy this Premises and to conduct its business therefrom during all normal business hours, except when this Premises are untenable by reason of the occurrence of any damage thereto or the destruction thereof; and Tenant's failure to comply with the preceding provisions of this sentence shall constitute a default under this Lease. In the event that Tenant does not so occupy this Premises and conduct its business therefrom, then Tenant shall pay monthly as Additional Rent (over and above and in addition to the Base Rent and any other sums required to be paid by Tenant) during any such period of non-occupancy or non-conduct of its business a sum equal to 25% of the Base Rent payable during such Period. Notwithstanding the foregoing, Tenant shall

not be in default of this Section 7.4 for a period of up to three months in the event that Tenant vacates in order to remodel this Premises.

7.5 Promotion. Landlord shall, but in no event shall be required to, have the right to advertise the retail component of this Building in the local metropolitan statistical area, and formulate, provide, and carry out an ongoing promotion plan which, in Landlord's sole judgment, shall serve to enhance and promote this Building and its occupants. For purposes of this Section, "Promotion plan" shall mean a plan for shows, displays, signs, marquees, décor, special events, seasonal and holiday events and promotional literature to be distributed within and outside this Building, advertisements for the businesses in this Building, and other activities within this Building designated to attract customers. Tenant hereby grants Landlord the right to include Tenant's trade name (as identified in Article 1 above) in promotional materials. The cost of such promotional activities shall be considered an Operating Expense.

## **ARTICLE 8 LANDLORD MAINTENANCE / PARKING**

8.1 Maintenance and Repairs. Subject to Landlord's right to be reimbursed pursuant to Article 5 above for Tenant's Proportionate Share of the amounts expended by Landlord under this Section 8.2, Landlord shall be responsible for maintenance and repair of the roof, foundation, exterior walls and glass, interior structural walls and Common Areas. Landlord shall not be liable and the Rent shall not be abated for temporary interruptions to the telephone, plumbing, HVAC, electrical or other mechanical systems or cleaning services caused by reason of accident, injury, repairs, alterations, improvements or shortages of or lack of availability of materials or services.

8.2 Parking. Subject to the terms and conditions of the CCRs, Tenant and its employees and visitors may use any parking area now or hereafter made available and designated for parking generally for tenants and their employees and visitors at this Building. Such general parking shall be on a "first come, first served," unassigned basis, with Landlord and other tenants of this Building and their employees and visitors. Notwithstanding the foregoing, Landlord reserves the right to assign specific spaces and to reserve spaces for visitors, small cars, handicapped individuals and other tenants, visitors of tenants or other persons, and Tenant and its employees and visitors shall not park in any such assigned or reserved spaces. In case of any violation of the foregoing provisions, Landlord may refuse to permit the violator to park, and may remove the vehicle owned or driven by the violator from the grounds without liability whatsoever, at such violator's risk and expense. Landlord reserves the right to close all or a portion of the parking areas or facilities in order to make repairs or perform maintenance services, or to alter, modify, restripe or renovate the same, or if required by casualty, strike, condemnation, act of God, law or governmental requirement, or any person beyond Landlord's reasonable control.

## **ARTICLE 9 TENANT'S COVENANTS**

9.1 Maintenance and Repair. Subject to Section 8.2 above, Tenant, at its sole cost and expense, shall at all times throughout the Term, maintain the interior of this Premises and every part thereof, together with all appurtenances thereto wherever located (ordinary wear and tear excepted), including the interior walls and nonstructural portions of this Premises, as well as the interior portions of all doors and entrances, door checks, all windows, plate glass, Tenant signage, all plumbing and sewage facilities solely serving this Premises (including pipes and drains within this Premises, toilets, basins and water heaters), fixtures, the electrical systems

servicing this Premises, fire sprinkler system, floors and ceilings, the heating, ventilating, and air-conditioning units serving this Premises, and any work performed by or on behalf of Tenant hereunder. Tenant shall also keep and maintain in good order and condition any special equipment, fixtures or facilities serving this Premises. Tenant shall also repair (or, at the election of Landlord, shall reimburse Landlord for the repair of) any damage to the structural portions of this Building, roof and this Premises resulting from Tenant's negligent acts or omissions or those of anyone acting or claiming under Tenant, or resulting from the failure of Tenant or anyone claiming under Tenant to perform or observe the covenants or conditions in this Lease, contained or resulting from alterations, additions or improvements to this Premises made by Tenant or anyone claiming under or acting through Tenant. The obligation to repair shall also include the obligation to replace when necessary or appropriate.

9.2 Use, Waste, Nuisance, Etc. Tenant shall not injure, overload, deface or commit waste in this Premises or any part of this Building, nor permit the occurrence of any nuisance therein or the emission therefrom of any objectionable noise or odor, nor use this Premises for any purpose other than the Permitted Use set forth in Section 7.1 nor use or permit any use which is liable to invalidate or increase the premium for any insurance on this Building or its contents or which is liable to render necessary any alterations or additions to this Property. Subject to the right of Landlord to approve in advance the locations of any heavy equipment, Tenant shall not place a load upon this Premises exceeding an average rate of 80 pounds live load per square foot of floor area.

9.3 Rules and Regulations. Tenant shall faithfully observe and comply with all reasonable rules and regulations now or hereafter promulgated and/or modified by Landlord from time to time for the care and use of this Premises and this Building (hereinafter "Rules and Regulations"). The current Rules and Regulations are attached hereto as Exhibit "C". Landlord shall have the right to amend, change or modify the Rules and Regulations from time to time as Landlord deems necessary or appropriate. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by other tenants or occupants.

9.4 Indemnification.

a. Tenant waives all claims against Landlord, its agents and employees for loss, theft or damage to equipment, furniture, records and other property on or about the Premises, for loss or damage to Tenant's business or for death or injury to persons on or located at this Premises or this Building, except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents or employees. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant on or about this Premises, and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim, action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's sole cost and expense and by counsel reasonably satisfactory to Landlord. In addition to the foregoing, Landlord may repair any damage to this Building or to the improvements on the Land caused by Tenant's employees, agents, independent contractors, or invitees (including damage and breakage occurring when Tenant's



property is being moved into or out of this Building) and Landlord may recover all actual and reasonable costs and expenses thereof from Tenant as Additional Rent.

b. Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of this Building or from the pipes, appliances, or plumbing works therein or from the roof, street or sub surfaces or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Tenant shall give prompt notice to Landlord in case of casualties or accidents within this Premises.

c. Landlord shall indemnify and hold harmless Tenant from and against any and all claims arising from Landlord's use of the Common Areas, and from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease, or arising from any act or negligence of the Landlord, or any officer, agent or employee of Landlord, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim, action or proceeding brought thereon and in case any action or proceeding be brought against Tenant by reason of such claim, Landlord upon notice from Tenant shall defend the same at Tenant's sole cost and expense and by counsel reasonably satisfactory to Tenant.

9.5 Entry for Repairs and Inspections. Tenant shall permit Landlord and Landlord's agents to enter and examine this Premises at reasonable times (upon reasonable advance notice to Tenant with twenty-four (24) hour prior written notice to Tenant, and subject to Tenant's security requirements) and if Landlord shall so elect, to perform any repairs or other work permitted by Landlord by Article 22.

9.6 Alterations, Additions, Heavy Equipment, Etc. Tenant shall not make any alterations, additions or improvements on or to this Premises, nor erect or paint any sign or other identification on any exterior window or other exterior surface of this Premises or this Building without obtaining Landlord's prior written consent. To the extent any such alterations, additions or improvements are authorized by Landlord, all such alterations, additions and improvements shall be performed by contractors or mechanics approved by Landlord. Tenant further covenants and agrees that all work done by Tenant shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations and requirements of all governmental or regulatory bodies and agencies. Tenant shall also pay all costs for such alterations, additions and improvements including any alterations, additions or improvements to this Premises required by any governmental agency during the Term of this Lease. Tenant shall not bring into or install within this Premises any oversized heavy safes, or bulky or heavy furnishings, equipment or machines without the prior written approval of Landlord as to methods of transportation and installation. Landlord may prohibit the installation of any such items if the weight of any such item would exceed the weight limits or load-bearing capacities of this Building's floors, elevators, etc.

9.7 Signage. Tenant may, at Tenant's sole cost and expense, acquire and install (i) standard signage over the entrance to this Premises facing south above both store front(s) if so desired and (ii) two (2) panels on the monument sign along South 84<sup>th</sup> Street at the northeast corner of the intersection (one such monument panel to be on the north face of the monument sign and the other to be in the corresponding position on the south face of the monument sign), provided such signage is approved by Landlord, approval not to be unreasonably withheld, conditioned or delayed, and such signage shall be compliant with the CCRs and all applicable laws, ordinances, and governmental regulations and which will cause no damage to this

Premises. Tenant shall not place or erect any signs or other devices upon any of the Common Areas. Tenant shall be responsible, at its sole cost and expense, at the expiration or earlier termination for removal of all of Tenant's signage and repair of the walls and, if applicable, exterior facade after such removal.

9.8 Surrender and Lien for Rent. At the expiration of the Term or earlier termination of this Lease, Tenant shall peaceably give up and surrender this Premises without the requirement of any notice, including all work performed by Tenant (such work to be in conformity with the provisions hereof) and all replacements thereof, and all fixtures permanently attached to this Premises; provided, however, if Tenant is not in default hereunder, Tenant may remove, at its sole cost and expense, all items installed in this Premises and paid for by Tenant. At such expiration or termination, this Premises and all improvements shall be in good order, repair and condition (damage by fire or casualty not insured under Landlord's first or casualty insurance and reasonable wear excepted). Tenant shall, at its sole cost and expense, at the time of such expiration or termination, remove the goods, effects and fixtures which Tenant is permitted to remove or which Landlord, in its sole discretion, has directed Tenant to remove in accordance with the provisions of this Lease, making any repairs to this Premises and other areas necessitated by such removal and leaving this Premises in broom clean condition. If Tenant fails to remove any of such goods, effects and fixtures, Landlord may have them removed forcibly, if necessary, and store any of Tenant's property in a public warehouse at the risk of Tenant; the expense of such removal, storage and reasonable repairs necessitated by such removal shall be borne by Tenant or reimbursed by Tenant to Landlord.

9.9 Payment for Tenant Work. Tenant shall promptly pay when due the entire cost of any work undertaken by Tenant in this Premises, including Tenant's Work and installation of equipment, furnishings and fixtures, so that this Premises shall always be free of liens for labor and materials. Tenant shall obtain all permits or licenses for such work. Tenant shall also indemnify and save Landlord harmless from and against all injury, loss, claims, liens or damage to any person or property occasioned by or arising from such work. If any mechanic's, materialmen's or construction lien (which terms shall include any and all similar liens relating to the furnishing of labor and materials) is filed against this Building or any part thereof which is claimed by the filing party to be attributable to Tenant, its agents, employees or contractors, Tenant shall promptly discharge the same by payment thereof or filing any necessary bond.

9.10 Financial Reports. In the event of a default by Tenant or in the event Landlord is refinancing or selling the Building, Tenant agrees to deliver to Landlord a current financial statement for Tenant and Guarantors, provided such financial statement shall not be required more than one (1) time per year. Notwithstanding the foregoing, Tenant shall have no obligation to provide any financial statement as set forth herein until Landlord provides to Tenant a commercially reasonable confidentiality agreement binding Landlord, any affiliates or property manager, and any such lender or purchaser in form reasonably satisfactory to Tenant.

## **ARTICLE 10 SUBLETTING AND ASSIGNMENT**

Tenant shall not assign this Lease nor sublet the Premises in whole or in part, and shall not permit Tenant's interest in this Lease to be vested in any third party by operation of law or otherwise, without the prior written consent of Landlord. The sale or transfer of ownership or of a controlling interest in the stock of Tenant shall constitute an assignment or a subletting under this Lease. In the event of any subletting of this Premises or assignment of the Lease by Tenant with or without Landlord's consent, Tenant shall remain responsible and liable to Landlord for payment

of the Rent stipulated herein and for the full and timely performance of all other covenants and conditions contained herein and the Guarantor shall not be released from the obligations under the Guaranty during the concurrent term. In connection with a requested Assignment or Sublease, Tenant shall pay to Landlord an administrative fee not to exceed \$750.00 for reviewing, processing and/or documenting any request Assignment or Sublease, whether or not Landlord's consent is granted. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial strength of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of this Premises.

#### **ARTICLE 11 FORCE MAJEURE**

If Landlord, as the result of any (i) strikes, lockouts or labor disputes; (ii) inability to obtain labor, materials, fuel, electricity, services or reasonable substitutes therefore; (iii) acts of God, civil commotion, fire or other casualty; (iv) governmental action of any kind; or (v) other conditions similar to those enumerated in this Article 11 which are beyond Landlord's reasonable control, fails punctually to provide any service or to perform any obligation on its part to be performed hereunder, then, unless otherwise expressly provided, such failure shall be excused and not be a breach hereunder, but only to the extent occasioned by such event.

#### **ARTICLE 12 EMINENT DOMAIN**

12.1 Taking/Condemnation by Governmental Authority. If all of the Premises shall be taken or condemned by a governmental or quasi governmental authority for any public or quasi public use or purpose (including a sale under threat of such a taking or condemnation), this Lease shall terminate on the date title thereto vests in the governmental or quasi-governmental authority, and all Rent payable hereunder shall be apportioned as of such date. If more than a substantial part (as hereinafter defined) but less than all of this Premises shall be taken or condemned by a governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale under threat of such a taking or condemnation), Landlord shall have the right to terminate this Lease by giving Tenant thirty (30) days prior written notice of such termination, in which event all Rent payable hereunder shall be apportioned as of the date title vests in the governmental or quasi-governmental authority. If less than a substantial part of this Premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale under threat of such a taking or condemnation), or if Landlord fails to terminate this Lease according to the preceding sentence, this Lease shall continue in full force and effect, but the Rent payable hereunder shall be equitably adjusted as of the date title vests in the governmental or quasi-governmental authority, on the basis of the ratio of the number of square feet of GLA of this Premises taken or condemned to the total GLA of this Premises prior to such taking or condemnation. For purposes of this Article 11, a substantial part of this Premises shall be considered to have been taken or condemned if more than twenty five percent (25%) of this Premises are rendered unusable as a result of such taking or condemnation.

12.2 Awards and Damages. All awards, damages and other compensation paid by the condemning authority on account of such taking or condemnation (or sale under threat of such a taking or condemnation) shall belong to Landlord, and Tenant hereby assigns to Landlord all rights to such awards, damages to this Premises, the value of the unexpired term of the Lease, the loss of profits or goodwill, leasehold improvements or severance damages, unless applicable casualty or damage warrants a claim of Tenant's property within this Premises. Nothing contained



herein, however, shall prevent Tenant from pursuing a separate claim against the condemning authority for the value of furnishings, equipment and trade fixtures installed in this Premises at Tenant's expense and for relocation expenses, provided that such claim shall in no way diminish the award or compensation payable to or recoverable by Landlord in connection with such taking or condemnation.

### **ARTICLE 13 DAMAGE BY FIRE OR CASUALTY**

13.1 Repair or Restoration. If during the Term of this Lease this Building or this Premises, or any portion thereof, shall be damaged by fire or other insured casualty, Landlord shall commence repair or restoration within thirty (30) days of such damage or destruction and shall diligently pursue such repair and restoration to completion unless this Lease is terminated as provided herein. Landlord shall pay the cost to repair any damage or destruction to this Building or this Premises caused by the negligence or willful misconduct of Landlord, its agents or employees. To the extent not covered by insurance obtained by Landlord in accordance with Article 14, Tenant shall pay the reasonable cost of repair of any damage or destruction of this Building or this Premises caused by the negligence or willful misconduct of Tenant, its employees, agents or visitors. The cost of repair of this Building or this Premises shall include a reasonable overhead and profit charge by Landlord. Tenant shall vacate such portion of this Premises as Landlord reasonably requires to enable Landlord to repair this Premises or this Building.

13.2 Termination by Landlord. Notwithstanding anything to the contrary contained in this Lease, if the proceeds of insurance are insufficient to pay for the repair of any damage or destruction to this Premises or this Building, or if this Premises or this Building are damaged or destroyed to an extent which may not be repaired within one hundred eighty (180) days after the commencement of repair, as determined by Landlord, Landlord shall have the option to terminate this Lease by giving Tenant written notice of such termination; provided, however, the notice must be delivered to Tenant within sixty (60) days of such damage or destruction. Any termination of this Lease pursuant to this Section 13.2 shall be effective as of the date of the damage or destruction.

13.3 Abatement of Rent. If this Premises are damaged or destroyed by fire or other insured casualty not caused by the negligence or willful misconduct of Tenant, its agents, employees or visitors, the Rent shall abate until such damage or destruction is repaired in proportion to the reduction of the area of this Premises useable by Tenant. If, however, the damage or destruction is the result of the willful conduct or negligence or failure to act of Tenant, its agents, contractors, employees or invitees, there shall be no abatement of Rent as otherwise provided in this Section 13.3.

### **ARTICLE 14 INSURANCE; WAIVERS OF SUBROGATION**

14.1 Tenant Insurance. Tenant shall, at all times during the Term, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of commercial general liability insurance coverage assuring against loss, damage or liability for injury or death to persons and loss or damage to property occurring from any cause whatsoever in connection with this Premises or Tenant's use thereof. Such liability insurance shall be in amounts not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate, Two Million Dollars (\$2,000,000) combined single limit coverage (and, if the use and occupancy of this Premises include any activity or matter that is or may be excluded from coverage under a commercial

general liability policy (e.g., the sale, service, or consumption of alcoholic beverages), Tenant shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter in such amounts as Landlord may reasonably require). Such insurance policy shall have a deductible of Ten Thousand Dollars (\$10,000) or less. Such insurance shall also cover and include all signs maintained by Tenant hereunder. Landlord and Property Manager shall be named as an additional insured (and at Landlord's option, any other persons, firms or corporations designated by Landlord shall be additionally named as insured parties) under each such policy of insurance. Each such party shall be designated as an additional insured under ISO endorsement CG 20 10 1185 or such other comparable endorsement upon Landlord's reasonable request. Tenant shall also cover contractual liability insurance that is sufficient to cover Tenant's indemnity obligations hereunder if such contractual liability insurance is not already included in Tenant's commercial general liability insurance policy. Tenant shall, at all times during the Term, at its sole cost and expense, procure and maintain in full force and effect property insurance covering not less than one hundred percent (100%) of the current replacement value of all tenant improvements and alterations and betterments in this Premises made by Tenant, including without limitation, the Tenant's Improvements, and furniture, fixtures, and personal property therein. Such insurance shall also cover and include all exterior signs maintained by Tenant hereunder and shall include coverage for plate glass.

**14.2 Landlord Insurance.** Landlord shall procure and maintain fire and extended coverage insurance with a reliable insurer upon this Building in an amount equal to the full replacement cost of those building components normally covered by standard fire and extended coverage insurance policies. In addition, Landlord may maintain any other insurance reasonably necessary to protect this Building and this Property and all such insurance shall be deemed an Operating Expense.

**14.3 Certificate of Insurance.** A certificate issued by the insurance carrier or legal representative for each policy of insurance required to be maintained by Tenant hereunder shall be delivered to Landlord and all other named insureds on or before the Lease Term Commencement Date or earlier occupancy and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each certificate of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall be in form and substance reasonably satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days' prior written notice to Landlord and all other named insureds of the cancellation, non-renewal, or amendment of the applicable policy. Any proposed diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question, initiated by either the insurer, or by the Tenant shall require not less than thirty (30) days' prior written notice to Landlord. All such insurance policies shall be in form reasonably satisfactory to Landlord, and shall be issued by insurance carriers having an A.M. Best rating of at least A-VIII or higher who are authorized to transact business in the State of Nebraska. If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance, and Tenant shall pay to Landlord on demand the premium costs thereof, plus an administrative fee of ten (10%) percent of such cost.

**14.4 Waiver of Recovery Rights.** The parties hereto waive any and all rights of recovery from the other, their respective partners, officers, agents, and employees for any injury or loss, including consequential loss or damage, caused by any peril or perils (including negligent acts)

enumerated in each form of insurance policy actually carried by such waiving party or deemed to be carried by such waiving party; provided however, that this release shall not be applicable to the portion of any damage that is not reimbursable by the damaged party's insurer because of the deductible. For purposes of this Section 14.4, Landlord and Tenant shall be deemed to be carrying any insurance policies that they are required to carry, pursuant to Sections 14.1 and 14.2, but are not actually carrying.

**14.5 Waiver of Subrogation.** Each policy of insurance provided for in this Section 14 shall contain an express waiver of any and all rights of subrogation thereunder whatsoever against the insured party, its partners, officers, agents and employees, to the extent of the insurance coverage required under this Lease. All such policies shall be written as primary policies and not contributing with or in excess of the coverage, if any, which such party may carry. Any other provision contained in this Section or elsewhere in this Lease notwithstanding, the amounts of all insurance required hereunder to be paid by a party shall be not less than an amount sufficient to prevent the other party from becoming a co-insurer.

#### **ARTICLE 15 DISPLAY OF PREMISES**

Tenant covenants and agrees that for the period of six (6) months prior to the expiration of this Lease, Landlord shall have the right to show this Premises and all parts thereof to prospective tenants, at reasonable times, upon reasonable advance notice, at Tenant's reasonable convenience, and subject to Tenant's security requirements. Landlord shall have the right to install and display "For Lease" or "For Sale" signage for the last six (6) months of the Lease Term, only with proper access approval granted by Tenant.

#### **ARTICLE 16 TERMINATION FOR DEFAULT OR INSOLVENCY**

**16.1 Default or Breach.** Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- a. If Tenant fails to pay Landlord any Rent or other payments when due hereunder;
- b. If Tenant vacates or abandons this Premises;
- c. If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;
- d. If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or
- e. If Tenant fails to perform or comply with any other term or condition of this Lease and if such nonperformance shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant, time being of the essence.

**16.2 Effect of Default.** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

a. Landlord may re enter this Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.

b. Landlord may retake this Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering this Premises (including attorneys' fees, costs of litigation and the like), and the difference between the Rent due for the balance of the Term, including amounts required to be paid by Tenant for taxes, insurance, costs of maintenance, repairs, and other operating expenses of this Premises, as though this Lease had not been terminated, and the reasonable rental value of this Premises, which sum shall be immediately due Landlord from Tenant.

c. Landlord may retake and relet this Premises or any part thereof for any term without terminating this Lease, at such Rent and on such terms as Landlord may choose. Landlord may make alterations and repairs to this Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting (including reasonable advertising fees, brokerage commissions, tenant allowances and the like), for any alterations and repairs made, and for the Rent due for the balance of the Term including amounts required to be paid by Tenant for taxes, insurance, costs of maintenance, repair and other operating expenses of this Premises, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining Term of this Lease from reletting this Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub section, Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-section.

**16.3 Recovery of Damages.** Nothing herein shall limit or prejudice the right of Landlord to pursue and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination of this Lease, an amount equal to the maximum allowed by a statute or rule of law in effect at the time such proceeding is commenced which governs the proceeding in which damages are to be proved, whether or not the amount is greater, equal to or less than the amount of the actual loss or damage which Landlord has suffered, including reasonable attorney's fees.

## **ARTICLE 17 SUBORDINATION AND MORTGAGEE APPROVAL**

**17.1** This Lease shall be subject and subordinate to any mortgage, deed of trust or ground lease that may now exist or hereafter be placed upon this Building and/or the Land by Landlord, and to any and all advances to be made under such mortgages or deeds of trust and to the interest thereon, and all renewals, extensions and consolidations thereof; provided that any such mortgagee, beneficiary under a deed of trust or ground lessor may elect at any time during the Term of this Lease to have this Lease deemed a prior lien to its mortgage, deed of trust or



ground lease and in the event of such election and upon notification by such mortgagee, beneficiary under a deed of trust or ground lessor to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage, deed of trust or ground lease. This Article 17 shall be self operative, but in confirmation thereof, Tenant shall execute and deliver whatever instruments may be reasonably required to acknowledge such subordination or priority in recordable form within ten (10) business days after demand in writing. If any foreclosure of any mortgage or deed of trust encumbering this Building and/or the Land shall occur, Tenant shall, if so requested, attorn to the purchaser and execute such subordination, attornment and nondisturbance agreements as may be reasonably required by Landlord or any other purchaser or lender.

#### **ARTICLE 18 HOLDOVER**

18.1 If Tenant remains in this Premises after the termination of this Lease, such holding over shall be as a Tenant at Will or Tenant by the month (requiring thirty (30) days notice of termination by either party to the other) at a rent equal to the product of 1.20 multiplied by the Rent then due under Articles 4 and 5 for the first month of the holdover and a rent equal to the product of 1.50 multiplied by the Rent then due under Articles 4 and 5 for each month of the holdover thereafter. Tenant's possession during any holdover shall be subject to all the covenants and conditions of this Lease as though it had originally been a monthly tenancy. Notwithstanding the foregoing, if Landlord desires to regain possession of this Premises promptly after the expiration of this Lease and prior to acceptance of Rent for any period thereafter, Landlord may, at its option, and upon not less than thirty (30) days prior written notice to Tenant forthwith re enter and take possession of this Premises or any part thereof. Thereupon, Landlord shall be entitled to recover possession of this Premises from Tenant without being deemed guilty of any manner of trespass.

#### **ARTICLE 19 ESTOPPEL CERTIFICATE**

19.1 At Landlord's request, on the Lease Term Commencement Date and from time to time thereafter, Tenant agrees to execute and deliver to Landlord within ten (10) days after Landlord's written request therefore a certificate (in such form as may be provided consistent with the provisions of this Article 19) which acknowledges tenancy of this Premises and recites such other facts concerning any provision of this Lease or payments made under this Lease which a mortgagee or lender or prospective mortgagee or lender or a purchaser or prospective purchaser of this Building and/or Land or any interest therein may reasonably request.

#### **ARTICLE 20 NO WAIVER; NO ACCORD AND SATISFACTION**

20.1 No Waiver. The failure of Landlord or of Tenant to seek redress for the violation of, or to insist upon the strict performance of any term, covenant or condition of this Lease or, the failure of Landlord to enforce the Rules and Regulations for this Premises and this Building (as the same may now exist or are hereafter promulgated or modified by Landlord), shall not be deemed a waiver of such violation or breach nor shall the failure of Landlord to enforce any of said Rules and Regulations against any other tenant in this Building be deemed a waiver of any such Rules or Regulations. The receipt by Landlord of Rent with knowledge of a violation or breach of any covenant or condition of this Lease or of the Rules and Regulations shall not be deemed a waiver of such violation or breach by Landlord, unless such waiver is in writing and signed by Landlord. No consent or waiver, expressed or implied, by Landlord or Tenant to or of

any violation or breach of any agreement or duty shall be construed as a waiver or consent to or of any other violation or breach of the same or any other agreement or duty.

20.2 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installments and to pursue any other remedy provided in this Lease or by law.

## **ARTICLE 21 NOTICES**

21.1 Any notice, approval and other like communication hereunder from Landlord to Tenant or from Tenant to Landlord shall be given in writing and shall be deemed duly served if delivered in person or mailed by registered or certified mail, return receipt requested, first-class, postage prepaid, or delivered by Federal Express or a comparably reliable national air courier service, provided that any such courier service provides written evidence of delivery. Any such notice or communication shall be addressed, if to the Tenant, to the Address of Tenant and, if to the Landlord, at the Address of Landlord with a copy to Property Manager at the Address of Property Manager, or at such other addresses as either party may from time to time designate by written notice to the other.

## **ARTICLE 22 LANDLORD'S RIGHT TO CURE**

22.1 At any time upon not less than ten (10) days prior written notice to Tenant, Landlord may, but need not, cure any failure by Tenant to perform its obligations under this Lease. Whenever Landlord chooses to do so, all costs and expenses incurred by Landlord in curing any such failure, including, without limitation, reasonable attorneys fees together with interest on the amount of costs and expenses so incurred at the annual rate for late Rent described in Section 4.6 above, shall be paid by Tenant. If Tenant refuses or fails to pay such costs and expenses within thirty (30) days after receiving notice from Landlord regarding such costs and expenses, the costs and expenses shall be deemed Additional Rent payable under Article 5.

## **ARTICLE 23 QUIET ENJOYMENT**

23.1 Landlord covenants with Tenant that, so long as Tenant pays the Rent and all other charges provided for herein, Tenant shall peaceably hold and enjoy this Premises during the full term of this Lease and any extension or renewals thereof upon paying the Rent and performing its covenants herein contained, subject only to terms of this Lease and any interest of record to which this Lease may be or become subject and subordinate.

## **ARTICLE 24 ASSIGNMENT FOR FINANCING**

24.1 If, at any time or times, Landlord assigns this Lease or the Rents payable hereunder to the holder of any mortgage or deed of trust on this Premises, this Building or applicable Land, or to any other party for the purpose of securing financing (the holder of any such mortgage or deed of trust and any other such finance party are collectively referred to herein



as the "Financing Party"), whether such assignment is conditional in nature or otherwise, such assignments to the Financing Party shall not be deemed an assumption by the Financing Party of any obligations of Landlord hereunder unless such Financing Party shall, by written notice to Tenant, specifically assume the obligations of the Landlord under this Lease. In furtherance of the foregoing, Tenant hereby agrees to enter into such agreements or instruments as may, from time to time, be requested in confirmation of the foregoing.

## **ARTICLE 25 PREPARATION OF PREMISES**

**25.1 Landlord's Work.** Landlord shall perform all work in accordance with this Lease and Landlord's obligations set forth in Exhibit "B" in accordance with Landlord's plans and specifications ("Landlord's Work") at Landlord's cost and expense. Landlord shall obtain all certificates and approvals necessary with respect to Landlord's Work; provided, however, if Landlord is unable to obtain any such certificates or approvals with respect to Landlord's Work as a result of the fact that Tenant's Work (as hereinafter defined) has not yet been completed, Tenant shall thereafter be obligated to obtain the same, at its sole cost and expense, as soon as possible. Other than Landlord's Work, all work done by Landlord at Tenant's written request shall be paid for within thirty (30) days after the presentation to Tenant of a bill for such work. Landlord's Work shall be deemed to be "Substantially Complete" when Landlord's architect shall have issued to Tenant a certification in form and content reasonably acceptable to Tenant to the effect that Landlord's Work has been substantially completed in accordance with Exhibit C, except for minor or insubstantial items which, either individually or in the aggregate, do not unreasonably affect Tenant's ability immediately to occupy this Premises and which by their nature can be completed within sixty (60) days. If the Landlord is delayed or interrupted in the completion of the Landlord's Work by reason of: (i) changes made or requested by Tenant; (ii) Tenant's activities on this Property which unreasonably interfere with the progress of construction, or (iii) failure of Tenant to submit or approve drawings, plans and specifications or otherwise respond to requests or inquiries from Landlord within five (5) days after written request from Landlord (all of the delays described in clauses (i) – (iii) are hereinafter collectively referred to as "Tenant Delays") then the date of Substantial Completion shall be deemed to be the date in which Landlord would have delivered this Premises with Landlord's Work if such Tenant Delay had not occurred. All such work shall be done in a good and workmanlike manner and so as to conform to all building codes, ordinances and regulations. Acceptance of possession of this Premises by Tenant shall be conclusive evidence that Landlord's Work to the date of possession has been fully performed in the manner required. Except for Landlord's Work, as defined herein, Tenant hereby accepts the condition of this Premises in its current condition "as-is".

**25.2 Tenant's Work.** Tenant shall, at its sole cost and expense, construct Tenant's improvements enumerated on Exhibit "B" of this Lease and otherwise necessary to open for business in this Premises ("Tenant's Work") and in accordance with plans and specifications prepared by Tenant and approved in advance and in writing by Landlord ("Tenant's Plans"). Tenant's Work shall be performed (i) by Tenant at Tenant's sole cost and expense, subject to the Tenant Allowance (as hereinafter defined), (ii) in a first class, workman-like manner with first class materials, (iii) in conformance with all building codes, orders and regulations, (iv) by duly qualified or licensed persons, and (v) in accordance with all requirements set forth in this Lease. Landlord hereby agrees to pay to Tenant an amount equal to \$50.00 per GLA of this Premises toward Tenant's hard construction costs for permanent improvements to this Premises (the "Tenant Allowance"), which Tenant Allowance shall in no way be utilized for Tenant's trade fixtures, FF&E, or any architectural costs and expenses. The Tenant Allowance shall be paid to Tenant in two equal installments. The first installment shall be paid to Tenant upon Tenant's completion of fifty

percent (50%) of the Tenant's Work provided that Tenant furnishes to Landlord properly executed final lien waivers from all of the materials suppliers, contractors and subcontractors performing Tenant's Work and such other documentation as may reasonably be required by Landlord or Landlord's lender. The second installment of the Tenant Allowance and the Flooring Allowance shall be paid to Tenant within thirty (30) days after the following conditions have been satisfied: (i) Tenant has completed all of Tenant's Work and is open for business to the public in this Premises, (ii) Tenant has paid the first months Base Rent and Security Deposit, (iii) Tenant furnishes to Landlord properly executed final lien waivers from all of the materials suppliers, contractors and subcontractors performing Tenant's Work and paid invoices for architectural and engineering services, materials, fixtures, and signs purchased by Tenant and installed in or on this Premises and (iv) Tenant provides Landlord with a copy of the final Certificate of Occupancy, if required by local authorities. Any work in excess of the Tenant Allowance and Flooring Allowance shall be performed by the Tenant at its own cost and expense.

Prior to commencement of any of Tenant's Work, Tenant agrees to furnish to Landlord store design drawings, working drawings and specifications with respect to this Premises for approval by Landlord. Landlord's approval of Tenant's plans and specifications shall not constitute the assumption of such items. Notwithstanding anything to the contrary contained herein, Landlord's approval of any plans and specifications submitted by Tenant pursuant to this Section 25.2 or otherwise is not intended and shall not be deemed to constitute a representation, warranty or assurance of any kind that such plans and specifications and Tenant's Work shown thereon comply with any applicable building or zoning codes or that Tenant's Work, as depicted on such plans and specifications, is structurally sound. Tenant shall be solely responsible for causing such compliance and for the quality and structural integrity of any Tenant's Work, and Tenant acknowledges that it is not relying on Landlord or its agents, employees or contractors for the same. Tenant's Work shall include (without limitation) the installation of new interior fixtures and equipment and the stocking of this Premises with suitable merchandise. All work performed by Tenant shall be performed diligently and in a good and workmanlike manner and in compliance with such rules and regulations as Landlord and its representatives may make and in accordance with all applicable laws, ordinances, codes and insurance company requirements. Tenant shall not open this Premises for business until all construction has been completed in accordance with the final plans and specifications as approved by Landlord and a certificate of occupancy has been issued. It is further understood and agreed that (i) Landlord shall have no responsibility or liability whatsoever for any loss to, or damage to, any fixtures, equipment, merchandise or other property belonging to Tenant installed or left in this Premises; and (ii) Tenant's entry upon and occupancy of this Premises prior to the Lease Term Commencement Date shall be governed by and subject to all the provisions, covenants and conditions of this Lease. Tenant shall obtain at its sole cost, and immediately thereafter furnish to Landlord, all certificates and approvals with respect to work done and installations made by Tenant that may be required for the issuance of a certificate of occupancy for this Premises, so that such certificate of occupancy shall be issued and this Premises shall be ready for the opening of Tenant's business on the Lease Term Commencement Date. Unless already obtained by Landlord, upon the issuance of the certificate of occupancy, a copy thereof shall be immediately delivered to Landlord. Promptly upon the completion of Tenant's Work, Tenant shall repair, clean and restore all portions of this Building affected by Tenant's Work to their prior condition.

## **ARTICLE 26 MISCELLANEOUS**

**26.1 Entire Agreement.** This Lease contains the entire agreement between the parties hereto, and any agreement hereafter or heretofore made shall not operate to change, modify,

terminate, or discharge this Lease in whole or in part unless such agreement is in writing and signed by both Landlord and Tenant. Landlord has made no representations or promises with respect to this Premises except as are herein expressly set forth.

26.2 Binding Effect. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assignees of Tenant as are permitted under Article 9 above.

26.3 Brokers. Tenant and Landlord each represent and warrant to the other that it has dealt with no real estate brokers or salesmen with respect to this Lease other than Landlord and Tenant's Broker, each as identified in Article 1 of this Lease. Each party shall indemnify and hold the other harmless against and from all liabilities arising from any such claims caused or incurred by it (including without limitation, the cost of attorneys' fees in connection therewith) other than fees payable to Landlord and Tenant's Broker which shall be paid by Landlord pursuant to separate agreements.

26.4 Validity and Enforcement of Lease. In the event any provision in this Lease is held invalid by any court of competent jurisdiction, the remaining provisions in this Lease shall be deemed severable and shall remain in full force and effect. Either party may, at its option, in addition to any of the rights given by this indenture, enforce any provision of this Lease in accordance with the laws of the State of Nebraska or of the United States of America governing the relation of Landlord and Tenant, with the same force and effect as though the right to enforce such provision were herein specifically set forth.

26.5 Attorney's Fees. In the event any legal action is necessary or required by either party as a result of the alleged failure of the other party to comply with the terms of this Lease, the non prevailing party shall pay to the prevailing party, in addition to any other relief which may be granted, the prevailing party's costs of litigation, including but not limited to reasonable attorney's fees, travel costs, transcription costs and other expenditures necessitated by the litigation. If the parties cannot agree upon the amount of such costs, they shall request the court to determine the proper amount. This provision shall apply to matters submitted to arbitration as well as to litigation.

26.6 Headings. The section headings appearing herein are for the convenience of the parties only, and do not affect, define, limit, or construe the contents of the various Articles in this Lease.

26.7 Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

26.8 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

26.9 Sale of Premises by Landlord. In the event of any sale of this Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved from all liability under any provision contained herein, arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of this Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

26.10 Gender. It is further understood that if more than one join in the execution hereof, or may be of the feminine, masculine or neuter gender, the pronouns and relative words herein used shall be read and understood as if written in plural, masculine or neuter, respectively.

26.11 Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

**[Remainder of This Page Intentionally Left Blank.  
Signature Page Follows.]**

IN WITNESS WHEREOF, the Landlord and Tenant hereby affirm this Lease as their true act and deed as of the day and year first above written.

**LANDLORD**

City Centre 2, LLC,  
a Nebraska limited liability company

By: 

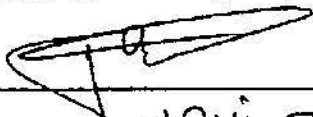
Name: Christopher L. Erickson

Title: Manager

Date: 08/19/2022

**TENANT**

L'Elle Nail Spa, LLC  
a Nebraska limited liability company

By: 

Name: NETHI THAI

Title: MANAGING MEMBER

Date: 08/29/2022

CLP



### GUARANTY

In consideration of the execution of the foregoing lease (the "Lease") by the Landlord named therein (the "Landlord"), at the request of the undersigned and on the faith of this guaranty, the undersigned (referred to herein as "Guarantor", whether one or more) hereby unconditionally and irrevocably guarantees unto Landlord the full and timely payment of all rent, additional rent, and all other charges, expenses and costs of every kind and nature under this Lease and the performance of all of the covenants and obligations of the Tenant (the "Tenant") under this Lease. This is a continuing guaranty of payment and performance and not of collection, and is in no way conditional or contingent. Guarantor hereby indemnifies and agrees to hold Landlord harmless from and against all liabilities, obligations, losses, damages, costs and expenses, including but not limited to reasonable attorneys' fees, incurred by Landlord in enforcing the obligations of the Tenant under the Lease or incurred in enforcing this guaranty.

Guarantor hereby waives notice of any default on the part of the Tenant under this Lease, and Guarantor agrees that the liability of Guarantor under this guaranty shall not be released or affected by any extension of time for payment or by any forbearance, waiver, or consent given or granted by Landlord or by any modifications, extensions or amendments of this Lease. Guarantor agrees that Landlord may settle or compromise any claims which Landlord may have against the Tenant under this Lease without notice to Guarantor and without thereby releasing Guarantor from any obligations under this guaranty or limiting or impairing the liability of Guarantor under this guaranty. Guarantor waives notice of acceptance of this guaranty, presentment, protest, notice of protest, all demands for performance and all notices of non-performance that might otherwise be a condition precedent to the liability of Guarantor hereunder. The general waiver of suretyship defenses contained herein shall be applicable to all obligations undertaken herein. Without limiting the generality of the foregoing, Guarantor agrees (a) that the liability of Guarantor under this guaranty is primary, (b) that Landlord, at its option, may proceed to enforce the obligations of Guarantor under this guaranty without having commenced any action or obtained any judgment against the Tenant under this Lease or without having first attempted to collect from or secure performance by the Tenant, (c) that the liability of Guarantor under this guaranty shall not be affected, limited, impaired, released, or discharged by any bankruptcy, receivership, insolvency, or other creditor proceedings involving the Tenant or by the rejection or disaffirmance of the Lease in any such proceedings, (d) that the liability of Guarantor shall not be affected by any repossession of the premises covered by this Lease, (e) that no action brought under this guaranty and no recovery in pursuance thereof shall be a bar or defense to any further action which may be brought under this guaranty by reason of any further default(s) hereunder or in the performance and observance of the terms, covenants and conditions of this Lease, and (f) to submit to the jurisdiction of the courts of the state where the premises covered by this Lease is located with respect to the enforcement of this guaranty and does hereby appoint Landlord or at Landlord's election, Landlord's attorney, as Guaranty's agent for service or process in such state. Landlord's consent to any assignment by the Tenant of the Tenant's interest in this Lease or subletting of any interest in this premises covered by this Lease shall not release or impair the liability of Guarantor under this guaranty.

This guaranty shall remain in full force and effect notwithstanding such consent to assignment or subletting and during any extension of the term of this Lease. Notwithstanding the satisfaction by Guarantor of any liability hereunder, Guarantor shall not have any right of subrogation, contribution, reimbursement or indemnity whatsoever or any right of recourse to or with respect to the assets or property of Tenant. In connection with the foregoing, Guaranty expressly waives any and all rights of subrogation to Landlord against Tenant and any rights to enforce any remedy which Landlord may have against Tenant. Guarantor agrees that any and

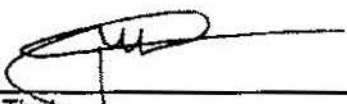
143

all claims of the Guarantor against the Tenant shall be subordinate and subject in right of payment to the prior, **irrevocable** payment and performance of all of Tenant's obligations under this Lease.

Guarantor represents and warrants to Landlord that the execution, delivery and performance of this Guaranty are duly authorized and this guaranty is a valid and legally binding obligation of Guarantor, enforceable in accordance with its terms. This guaranty shall be binding upon the heirs, personal representatives, successors, and assigns of the undersigned and shall inure to the benefit of the successors and assigns of Landlord. If this guaranty is executed by more than one party, then the obligations and liabilities of the undersigned under this guaranty shall be joint and several in all respects.

GUARANTOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WAIVES, RELINQUISHES, AND FOREVER FORGOES: (1) THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS GUARANTY OR ANY CONDUCT, ACT OR OMISSION OF LANDLORD OR GUARANTOR, OR ANY PERSONS AFFILIATED WITH LANDLORD OR GUARANTOR, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE; AND (2) ANY AND ALL DEFENSES, CLAIMS AND DISCHARGES OF TENANT OR GUARANTOR PERTAINING TO THE OBLIGATIONS HEREUNDER, EXCEPT THE DEFENSE OF DISCHARGE OF THE OBLIGATION, INCLUDING WITHOUT LIMITATION, ANY DEFENSE, WAIVER, RELEASE, DISCHARGE IN BANKRUPTCY, STATUTE OF LIMITATIONS, RES JUDICATA, STATUTE OF FRAUDS, ANTI-DEFICIENCY STATUTE, FRAUD, INCAPACITY, MINORITY, ILLEGALITY OR UNENFORCEABILITY WHICH MAY BE AVAILABLE TO GUARANTOR OR ANY OTHER PERSON LIABLE IN RESPECT OF ANY OBLIGATION HEREUNDER, OR ANY SETOFF AVAILABLE AGAINST LANDLORD TO TENANT OR ANY OTHER PERSON. **By execution of this guaranty, the undersigned Guarantor acknowledges receipt of a copy of this Lease to which this guaranty is annexed and to which this guaranty applies.**

IN WITNESS WHEREOF, the undersigned have (has) executed this Guaranty this 29<sup>th</sup> day of AUGUST, 2022.

  
\_\_\_\_\_  
Nghi Thai

  
\_\_\_\_\_  
Vinh Phan

  
\_\_\_\_\_  
Amanda Thai

FFE=1131.75

48'-6 3/4"

Waxing

18'-7 1/4"

Available

62'-2 1/4"

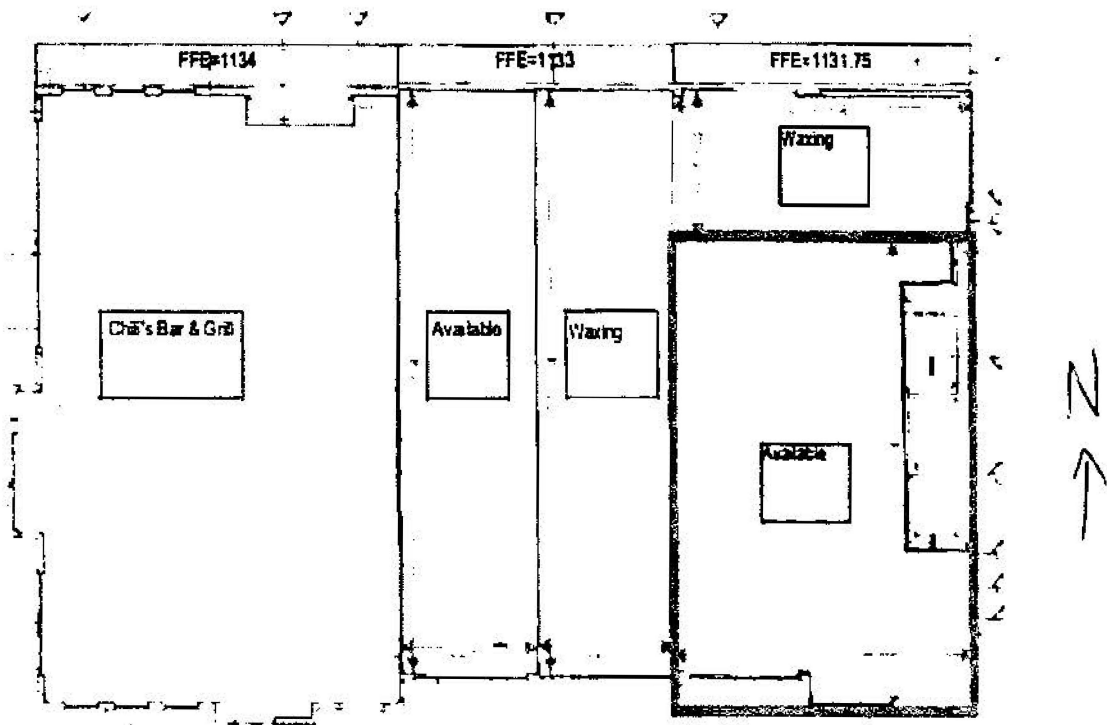
48'-8"

STORAGE



EXHIBIT "A"

Depiction of Premises



## **EXHIBIT "B"**

### **Work Letter**

The following work shall be done for or by the Landlord as part of Landlord's Work, except as otherwise specified:

#### **STRUCTURE:**

- Building structure/shell of steel, concrete and/or masonry construction or combination thereof
- Exterior walls made of noncombustible construction and a glass storefront as designed by Landlord's architect.
- ADA compliant entrance door(s) with standard hardware
- Rear exit/delivery door with standard hardware
- Exposed unpainted ceiling

#### **PARKING, WALKS, LANDSCAPING, COMMON AREA:**

- Common areas surrounding site and all construction by Landlord shall comply with all applicable ADA and related state and local regulations
- All parking areas shall be hard surfaced with ingress, egress, and parking as required to meet all applicable codes
- Sidewalk shall be surfaced with concrete, brick, or other hard material
- Parking areas and walks shall be provided with lighting
- Common areas landscaped and irrigated
- Locking shared trash enclosure, with drains/washout as required by code

#### **FLOORS AND WALLS:**

- Demising walls on two sides of the leased premises complete with framing, insulation, sheetrock, taped, sanded and ready for application of Tenant's finishes. Wall shall be constructed to meet fire rating as required by local codes.

#### **UTILITIES:**

- Electric: Separately metered electrical service with distribution panel(s) in the space. One electrical panel equal to 200 amps is provided, and Tenant is responsible for providing all additional branch circuits and circuit breakers as required.
- Water: 1.5" valved and capped cold-water pipe stubbed into leased premises
- Sewer: 8" sanitary main running under the leased premises
- Gas: Gas main and natural gas connection with meter stubbed into leased premises
- Tenant is responsible for distribution within the space of all utilities

#### **HVAC:**

- Provide and install HVAC system sized appropriately for the space, with all required structural support and roof penetrations, with single drop into leased premises. Tenant is responsible for distribution ductwork, supply, and return.

#### **RESTROOMS:**

- Provide plumbing rough-in for ADA restroom(s) as required by code in locations mutually agreed upon as part of Tenant's plans and specifications.

#### **FIRE SUPPRESSION SYSTEM:**

- A basic fire sprinkler system with a basic distribution system to cover shell pursuant to Landlord's plans and specifications; Tenant shall be responsible for any necessary modifications to accommodate specific use of the space at Tenant's sole expense.

#### **GENERAL:**

47



- Landlord shall have the right to run roof drainage lines, utility lines, pipes, conduits, duct work and/or component parts of all mechanical and electrical systems where necessary or desirable through attic space, column space or other parts of the leased premises, to repair, alter, replace, or remove the same and to require Tenant to install and maintain proper access panels thereto.

#### **TENANT'S WORK:**

All work required to complete and place the leased premises in finished condition for opening of business, except that worked described in Landlord's Work, is to be completed by Tenant, at Tenant's expense.

Landlord reserves the right to require reasonable changes in Tenant's work, when necessary, by reason of code requirements or directives of governmental authorities having jurisdiction over the leased premises.

All work done by Tenant shall be governed in all respects by, and shall be subject to the following:

(a) Tenant agrees not to commence Tenant's Work until Tenant has secured Landlord's written approval of the plans and specifications required to be submitted by Tenant to Landlord. The schematic design of the tenant space should be sent to Landlord for layout approval. Landlord's approval of Tenant's plans and specifications shall not constitute the assumption of such items. Notwithstanding anything to the contrary contained herein, Landlord's approval of any plans and specifications submitted by Tenant is not intended and shall not be deemed to constitute a representation, warranty, or assurance of any kind that such plans and specifications and Tenant's Work shown thereon comply with any applicable building or zoning codes or that Tenant's Work, as depicted on such plans and specifications, is structurally sound. Tenant shall be solely responsible for causing such compliance and for the quality and structural integrity of any Tenant's Work, and Tenant acknowledges that it is not relying on Landlord or its agents, employees, or contractors for the same. Landlord agrees to notify Tenant in advance of the day when Tenant must commence Tenant's Work and Tenant agrees that Landlord may require Tenant, subject to such notice, to commence Tenant's Work before Landlord's Work has been fully completed, provided that the leased premises and the building of which the leased premises are completed to the extent that is practicable for Tenant to commence Tenant's Work. Tenant Work must be coordinated with the work being done by the Landlord and/or other tenants of Landlord to such a degree that such work will not interfere with or delay the completion of work by Landlord and/or other tenants of Landlord. The performance of Tenant's Work shall cause no interference whatsoever with the completion of Landlord's Work in the leased premises or in the remainder of La Vista City Centre. Notwithstanding anything in this Lease to the contrary, Tenant shall not be required to post any payment or performance bonds or security to pay for any plan review charges, engineering review charges, barricade fees, signage fees or other construction related charges imposed by Landlord.

(b) Tenant's Work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof. Tenant shall require any such party to be responsible for the replacement or repair without additional charge of any and all work done or furnished by or through such party, which shall become defective within one (1) year after substantial completion of Work. The correction of such Work shall include without additional charge, all expenses and damages in connection with such removal, replacement, or repair of any materials or workmanship on or with respect to Tenant's Work shall be contained in the contract or subcontract which shall be so written that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant as their respective interests appear, and can be directly enforced by either. Tenant covenants and agrees to give Landlord any assignment or other assurances necessary to affect the same. Promptly upon the completion of Tenant's Work, Tenant shall repair, clean and restore all portions of this Building affected by Tenant's Work to their prior condition.

(c) **Compliance with laws:** All Tenant's Work shall conform to applicable statutes ordinances, regulations, codes, and the requirements of Landlord's fire underwriter. Tenant shall obtain and convey to Landlord all approvals with respect to electrical, gas, water heating, and cooling, and telephone work, all as may be required by the utility company supplying the service.

(d) **Insurance:** Prior to commencement of Tenant's Work and until completion thereof, or commencement of the lease term, whichever is the last to occur, Tenant shall effect and maintain and provide certificates for insurance policies of Builder's Risk Insurance covering Landlord, Landlord's agents and beneficiaries, Landlord's architect, Landlord's general contractor, Tenant and Tenant's contractors, as their interest may appear, against loss or damage by fire, vandalism and malicious mischief and such other risks as are customarily covered by a so-called "extended coverage endorsement" upon all Tenant's Work in place and all materials stored at the site of Tenant's Work and all materials, equipment, supplies and temporary structures of all kinds incident to Tenant's Work and builder's machinery, tools and equipment, all while forming a part or contained in, such improvements or temporary structures, while on the leased premises or within 100 feet thereof, or when adjacent thereto while on malls, drives, sidewalks, streets or alleys, all to the full insurable value thereof at all times. In addition, Tenant agrees to require all contractors and subcontractors' certificates evidencing the existence of such policies prior to the commencement of Tenant's Work and until Completion thereof.

(e) Tenant shall have an affirmative obligation to design this Premises and prepare the plans and specifications for Tenant's Work in such a manner as to avoid excessive noise, odor or other disturbances to the other tenants or invitees of this Building during the performance of the work or thereafter as a result of the design or layout of this Premises or the uses of tenant within this Premises.

## **EXHIBIT "C"**

### **Rules and Regulations**

1. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of this Building, any persons occupying, using or entering this Building, or any equipment, finishings or contents of this Building, and Tenant will comply with Landlord's reasonable requirements relative to such systems and procedures.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways of this Building will not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress from this Premises. The halls, passages, exits, entrances, elevators, escalators and stairways are not for the general public, and Landlord will in all cases retain the right to control and prevent access to such halls, passages, exits, entrances, elevators and stairways of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of this Building and its occupants; provided that nothing contained in these Rules and Regulations will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Landlord reserves the right to exclude or expel from this Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who in any way violates these Rules and Regulations. Neither Tenant nor any employee or invitee of Tenant will go upon the roof of this Building.

3. No sign, placard, picture, name, advertisement or notice visible from the exterior of this Premises will be inscribed, painted, affixed or otherwise displayed by Tenant on any part of this Building or this Premises without the prior written consent of Landlord. Tenant shall not place or erect any signs or other devices upon any of the Common Areas without Landlord Approval. Landlord will adopt and furnish to Tenant general guidelines relating to signs inside this Building and Tenant agrees to conform to such guidelines. All approved signs or lettering on doors will be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord. Any damage to this Premises which may be caused by the removal of any of Tenant's signs or trade fixtures shall be repaired by Tenant at Tenant's expense upon removal of such signs or trade fixtures. Other than draperies expressly permitted by Landlord and Building standard window coverings, material visible from outside this Building will not be permitted. In the event of the violation of this paragraph by Tenant, Landlord may remove the violating items without any liability, and may charge the expense incurred by such removal to Tenant.

4. Other than draperies expressly permitted by Landlord and Building standard window coverings, no curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations will be attached to, hung or placed in, or used in connection with any window of this Building or this Premises. Tenant shall cooperate with Landlord to obtain the efficient operation of heating, air conditioning, ventilating, electrical, fire safety and lighting systems in this Building and shall not tamper with or change the setting of any thermostats or temperature control valves in this Building.

5. The sashes, sash doors, skylights, windows, heating, ventilating and air conditioning vents and doors that reflect or admit light and air into the halls, passageways or other public places in this Building will not be covered or obstructed by Tenant, nor will any bottles, parcels or other articles be placed on any window sills.

6. No show cases or other articles will be put in front of or affixed to any part of the exterior of this Building, nor placed in the public halls, corridors or vestibules without the prior written consent of Landlord.

7. Tenant will not permit this Premises to be used for lodging or sleeping or for any immoral or illegal purpose. Tenant will not use or permit the use of this Premises in any manner which involves the unusual risk of injury to any person. Tenant will not engage or pay any non-salaried employees on this Premises, except those actually working for Tenant within this Premises. Tenant will not advertise for laborers giving an address at this Building. No cooking will be done or permitted by Tenant within this Premises, except in area of this Premises which are specifically constructed for cooking and except that use by Tenant of equipment for microwave cooking, brewing coffee, tea, hot chocolate and similar beverages will be permitted, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.

8. Tenant will not employ any person or persons other than the cleaning service of Landlord for the purpose of cleaning this Premises, unless otherwise agreed to by Landlord in writing. Except with the written consent of Landlord, no person or persons other than those approved by Landlord will be permitted to enter this Building for the purpose of cleaning it. Tenant will not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Should Tenant's actions result in any increased expense for any required cleaning, Landlord reserves the right to assess Tenant for such expenses. Janitorial service will not be furnished on nights to offices which are occupied after Business Hours on those nights unless, by prior written agreement of Landlord and Tenant, service is extended to a later hour for specifically designated offices.

9. Tenant shall not use the toilet rooms, toilets, urinals, wash bowls and other plumbing fixtures for any purpose other than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances will be thrown in such plumbing fixtures. All damages resulting from any misuse of the fixtures will be borne by Tenant.

10. Tenant will not in any way deface any part of this Premises or this Building. Tenant shall not mark, paint or drill into any part of this Premises or this Building without the prior written consent of Landlord, in its sole discretion. Without the prior written consent of Landlord, Tenant will not lay linoleum, or other similar floor covering, so that the same will come in direct contact with the floor of this Premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt will be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited. In those portions of this Premises where carpet has been provided directly or indirectly by Landlord, Tenant will at its own expense install and maintain pads to protect the carpet under all furniture casters other than carpet casters.

11. Tenant will not alter, change, replace or re-key any lock or install a new lock or a knocker on any door of this Premises without the prior written consent of Landlord. Landlord, its agents or employees, will retain a pass (master) key to all door locks in this Premises. Any new door locks required by Tenant or any change in keying of existing locks will be installed or changed by Landlord following Tenant's written request to Landlord and will be at Tenant's expense. All new locks and re-keyed locks will remain operable by Landlord's pass (master) key. Landlord will have the right to collect a reasonable charge for additional keys and access cards, if any, requested by Tenant. Tenant, upon termination of its tenancy, will deliver to Landlord all keys and access cards, if any, for this Premises and this Building which have been furnished to Tenant.



12. Landlord will have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into this Building. Heavy objects will, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary to properly distribute the weight. Landlord shall prescribe the weight, size and position of all safes used in this Building and all safes shall be installed in the manner designated by Landlord. Landlord will not be responsible for loss of or damage to any property of Tenant from any cause, and all damage done to this Building by moving or maintaining such property will be repaired at the expense of Tenant. Landlord reserves the right to inspect all such property to be brought into this Building and to exclude from this Building all such property which violates any of these Rules and Regulations or the Lease. Supplies, goods, materials, packages, furniture and all other items of every kind delivered to or taken from this Premises will be delivered or removed through the entrance and route designated by Landlord, and Landlord will not be responsible for the loss or damage of any such property.

13. Tenant will not use or keep in this Premises or this Building any kerosene, gasoline or inflammable or combustible or explosive fluid or material or chemical substance other than limited quantities of such materials or substances reasonably necessary for the operation or maintenance of office equipment or limited quantities of cleaning fluids and solvents required in Tenant's normal operations in this Premises. Without Landlord's prior written approval, Tenant will not use any method of heating or air conditioning other than that supplied by Landlord. Tenant will not use or keep or permit to be used or kept any foul or noxious gas or substance in this Premises, or permit or suffer this Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants or invitees of this Building by reason of noise, odors or vibrations, or interfere in any way with other occupants or invitees or those having business in this Building. Tenant will not be permitted to place or install any object (including, without limitation, radio and television antenna, loud speakers, sound amplifiers, microwave dishes, solar devices, or similar devices) on the exterior of this Building or on the roof of this Building.

14. Landlord will have the right, exercisable upon sixty (60) days prior notice and without liability to Tenant, to change the name and/or street address of this Building; provided in the event any such change shall be required by any governmental authority, Landlord shall only be required to give written notice of such change to Tenant promptly after Landlord learns of such requirement.

15. Landlord will have the right to prohibit any advertising by Tenant mentioning this Building which, in Landlord's reasonable opinion, tends to impair the reputation of this Building or its desirability as a building for commercial office/retail uses, and upon written notice from Landlord, Tenant will refrain from or discontinue such advertising.

16. Tenant will not bring any animals or birds into this Building and will not permit bicycles or other vehicles inside or on the sidewalks outside this Building except in those areas, if any, designated from time to time by Landlord for such purposes.

17. All persons entering or leaving this Building between the hours of 6 p.m. and 7 a.m. Monday through Friday, and at all hours on Saturdays, Sundays and holidays will comply with such off-hour regulations as Landlord may establish and modify from time to time.

18. Tenant will store all its trash and garbage within its Premises. No material will be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal. All garbage



and refuse disposal will be made only through entryways and elevators provided for such purposes and at such times as Landlord designates. Removal of any furniture or furnishings, large equipment, packing crates, packing materials and boxes will be the responsibility of Tenant and such items may not be disposed of in this Building trash receptacles. No furniture, appliances, equipment or flammable products of any type may be disposed of in this Building trash receptacles.

19. Canvassing, peddling, soliciting, and distribution of handbills or any other written materials in this Building are prohibited, and Tenant will cooperate to prevent the same.

20. Intentionally omitted.

21. Tenant will see that the doors of the Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave this Premises, so as to prevent waste or damage, and for any default or carelessness in this regard Tenant will make good all injuries by Landlord sustained by other occupants of this Building.

22. Tenant will not conduct itself in any manner which is inconsistent with the character of this Building or which will impair the comfort and convenience of other occupants or other invitees in this Building.

23. The smoking or carrying of lit cigarettes, pipes, cigars or other smoking materials shall be prohibited within this Premises, the Building, restrooms, mechanical rooms, janitors closets and all similar space within this Building, and except where Landlord has established smoking area(s) outside this Building, if any, on any sidewalks, walkways, entrances, exits, plazas, balconies or similar areas outside this Building. Landlord shall have the right to fine Tenant for each violation of this prohibition by employees of Tenant.

24. No act or thing done or omitted to be done by Landlord or Landlord's agent during the term of this Lease in connection with the enforcement of these Rules and Regulations will constitute an eviction by Landlord of Tenant nor will it be deemed an acceptance of surrender of this Premises by Tenant, and no agreement to accept such termination or surrender will be valid unless in a writing signed by Landlord. The delivery of keys to any employee or agent of Landlord will not operate as a termination of this Lease or a surrender of this Premises unless such delivery of keys is done in connection with a written instrument executed by Landlord approving the termination or surrender.

25. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, if applicable, nor prevent Landlord from enforcing any such Rules and Regulations against any or all of the Tenants of this Building, if applicable, after such waiver. In these Rules or Regulations, Tenant includes the employees, agents, invitees and licensees of Tenant and others permitted by Tenant to use or occupy the Premises. Banners, Flags, and Pennants. Tenant may only display any banners, flags, or pennants (i) with the prior written consent of Landlord and the City of La Vista and (ii) if such banners, flags, and pennants are in compliance with all applicable laws.

**THE LAW OFFICE OF DUC TRAN**

10685 Bedford Ave Suite 114

Omaha, Nebraska 68134

Phone: (402) 953-0048

Fax: (815) 572-9426

Email: [duc@ductranlaw.com](mailto:duc@ductranlaw.com)

Web: [www.ductranlaw.com](http://www.ductranlaw.com)

Nebraska Liquor Control Commission  
301 Centennial Mall South  
PO Box 95046  
Lincoln, Nebraska 68509-5046

May 18, 2023

RE: T L'Elle Nail Spa, LLC d/b/a L'Elle Nail Spa  
Liquor License Application

Dear Sir/Madam,

This office represents the above applicant in its application for a new Nebraska Class I – On Sale Only Retail Liquor License.

The Application fee has been paid through PayPort. The LLC has four (4) members, each holding 25% or less interest in the company. All LLC members and their spouses are listed on Form 102. The spouses have executed the Spousal Affidavit of Non Participating Insert on Forms 116.

The manager of the company is Vinh Phan, who has signed the Manager Application Insert – Form 3c of Form 103. The manager is a United States citizen and a resident of Nebraska. The manager has submitted his fingerprints to the Nebraska State Patrol. A copy of the manager's proof of US citizenship, Nebraska driver's license, and voter's registration record are enclosed.

The Manager has completed the Nebraska Server/Seller Certification. Copy of Certificate of Completion is enclosed.

The following signed forms and copies of supporting documents are submitted in this packet: Form 100, Form 102, Form 103, Form 147, Forms 116, LLC Certificate of Organization, Premises Diagram, Liquor License Exam Certificate, Business Plan, Business Lease.

Respectfully Submitted,



Duc Tran  
Attorney at Law  
Nebraska State Bar #23248

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL  
JUNE 20, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
TITLE VI CIVIL RIGHTS NON-DISCRIMINATION PLAN – LA VISTA/RALSTON SPECIAL SERVICES BUS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared to approve a Title VI Civil Rights Non-Discrimination Plan for the La Vista/Ralston Special Services Bus.

**FISCAL IMPACT**

This agreement is necessary to obtain federal funding for the La Vista/Ralston bus service.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In accordance with Federal Transit Administration funding requirements, every three years the Nebraska Department of Transportation is required to update the Title VI Civil Rights Non-Discrimination plans for all agencies and organizations receiving 5310 and 5311 federal funding. NDOT partners with the UNO Center for Public Affairs Research to create and update the Title VI plans for transit agencies across the state. The Title VI plans are created according to federal Title VI guidelines and industry best practices. Although the City already has a Title VI plan in place, NDOT requires this specific format because it meets the specific federal Title VI requirements for transit service. It does not affect the City plan adopted in 2010.

Each plan reviews specific data pertaining to persons of limited-English proficiency in the transit agency's service area. The data is from the US Census Bureau's American Community Survey 5-Year Estimates for 2016-2020 and is analyzed at the county-level. This is updated with the most recent ACS data every three years to ensure agencies are providing sufficient outreach to LEP persons in their service area.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A TITLE VI CIVIL RIGHTS NON-DISCRIMINATION PLAN – LA VISTA/RALSTON SPECIAL SERVICES BUS.

WHEREAS, the City Council has determined that it is necessary and desirable to approve a Title VI Civil Rights Non-Discrimination Plan for the La Vista/Ralston Special Services Bus; and

WHEREAS, In accordance with Federal Transit Administration funding requirements, every three years the Nebraska Department of Transportation is required to update the Title VI Civil Rights Non-Discrimination plans for all agencies and organizations receiving 5310 and 5311 federal funding; and.

WHEREAS, Although the City already has a Title VI plan in place, NDOT requires this specific format because it meets the specific federal Title VI requirements for transit service. It does not affect the City plan adopted in 2010.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve a Title VI Civil Rights Non-Discrimination Plan for the La Vista/Ralston Special Services Bus

PASSED AND APPROVED THIS 20TH DAY OF JUNE 2023.

CITY OF LA VISTA

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

ATTEST:

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

# *Title VI*

## *Non-Discrimination Plan | 2023*

### La Vista/Ralston Special Services Bus

Under the Civil Rights Act of 1964 and related statutes, La Vista/Ralston Special Services Bus ensures that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits or services of, or be otherwise subjected to discrimination in all programs, services or activities administered by the agency.



Signed By \_\_\_\_\_

All entities who receive Federal Transit Administration (FTA) grant dollars either directly from the FTA or through the Nebraska Department of Transportation (NDOT) are subject to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation's implementing regulations. This manual provides technical assistance on Title VI compliance requirements.



# Table of Contents

- I. Introduction and Overview**
- II. General Reporting Requirements**
  - 1. Requirement to Provide Title VI Assurances
  - 2. Requirement for First-Time Applicants: N/A
  - 3. Requirement to Prepare and Submit a Title VI Program
  - 4. Requirement to Notify Beneficiaries of Protection under Title VI  
*Title VI Notice to the Public*
  - 5. Requirement to Develop Title VI Complaint Procedures and Complaint Form  
*Title VI Complaint Procedures*  
*Title VI Complaint Form*
  - 6. Requirement to Record and Report Title VI Complaints, Investigations, and Lawsuits  
*Title VI Complaint Tracking Form*
  - 7. Plan to Promote Inclusive Public Participation
  - 8. Providing Meaningful Access to LEP Persons  
*Four Factor Analysis*  
*Language Assistance Plan*
  - 9. Minority Representation on Planning and Advisory Bodies  
*Sample Minority Representation Table*
  - 10. Requirement to Provide Assistance to Subrecipients: N/A
  - 11. Monitoring of Subrecipients: N/A
  - 12. Equity Analysis to Determine Site or Location of Facilities
  - 13. Requirement to Provide Additional Information upon Request
- III. Requirements and Guidelines for Fixed-Route Transit Providers: N/A**
- IV. Requirements for States: N/A**
- V. Requirements for Metropolitan Planning Organizations: N/A**
- VI. FTA Compliance Reviews: N/A**

## **Introduction and Overview**

### ***Plan Statement***

La Vista/Ralston Special Services Bus (LRSSB) operates a demand response transit program serving the residents in the cities of La Vista and Ralston, Nebraska situated in Sarpy and Douglas Counties, respectively. As a condition of receiving Federal financial assistance to operate these services, the agency ensures that its programs, policies, and activities comply with Title VI of the Civil Rights Act. The following program details how LRSSB meets the Title VI requirements set forth in FTA Circular 4702.1B.

LRSSB has been the recipient of Section 5310 transit funds. Federal funding for LRSSB has been received through the Nebraska Department of Transportation Transit Section. NDOT administers LRSSB's FTA transit service funding and provides all Title VI program oversight for LRSSB.

### ***Policy***

Section 601 under Title VI of the Civil Rights Act of 1964 states the following:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."*

LRSSB is committed to ensuring that no person, on the basis of race, color, or national origin, shall be excluded from participation in or subjected to discrimination under its programs or services, or be denied the benefits of the level and quality of transit services provided by the agency's employees, affiliates, and contractors.

### ***Authorizing Legislation***

Most Federal transit laws are codified at title 49 U.S.C. Chapter 53. Authorizing legislation is substantive legislation enacted by Congress that establishes or continues the operation of a Federal program or agency. FTA's most recent authorizing legislation is entitled the *Bipartisan Infrastructure Law*, signed into law on November 15, 2021.

### ***How to Contact FTA and LRSSB***

FTA's regional and metropolitan offices are responsible for providing financial assistance to FTA grant recipients and for oversight of grant implementation for FTA programs. Certain specific programs are the responsibility of FTA headquarters. Inquiries should be directed to either the regional or metropolitan office responsible for the geographic area in which the recipient is located.

For more information regarding LRSSB's Title VI Program, please contact the agency at:

**City of La Vista**  
Attn: Pam Buethe  
8116 Park View Blvd.  
La Vista, NE 68128  
(402) 331-4343  
[pbuethe@cityoflavista.org](mailto:pbuethe@cityoflavista.org)

FTA Headquarters can be contacted at:

**Federal Transit Administration**  
Office of Civil Rights  
Attn: Title VI Program Coordinator  
1200 New Jersey Avenue SE  
Washington, D.C. 20590  
888-446-451

The Nebraska Department of Transportation can be contacted at:

**Nebraska Department of Transportation**  
Attn: Title VI Transit Manager  
1500 Hwy. 2  
Lincoln, NE 68502  
(402)-479-4694  
[kari.ruse@nebraska.gov](mailto:kari.ruse@nebraska.gov)

### ***FTA Circular 4702.1B***

LRSSB's Title VI Plan has been developed to address FTA's Title VI requirements and oversight responsibilities. The Plan follows the guidelines set forth in FTA Circular 4702.1B.

## **General Reporting Requirements**

Chapter III of FTA Circular 4702.1B addresses the general reporting requirements for recipients and subrecipients of FTA funding to ensure that their activities comply with US DOT Title VI regulations. These requirements are summarized below, accompanied by details on how LRSSB's Title VI Transit Program fulfills each requirement.

### ***1. Requirement to Provide Title VI Assurances***

*In accordance with 49 CFR Section 21.7(a), every application for FTA financial assistance must be accompanied by an assurance that the applicant will carry out the program in compliance with DOT Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances to FTA.*

LRSSB submits its Certifications and Assurances to the Nebraska Department of Transportation (NDOT). NDOT collects LRSSB's Title VI Assurances prior to passing through FTA funds.

## **2. Requirement for First-Time Applicants**

*New applicants will submit a Title VI program that is compliant with FTA Circular 4702.1B, as well as an Assurance that the applicant will carry out the program in compliance with DOT Title VI regulations.*

LRSSB is not a first-time applicant and, therefore, is exempt from this requirement.

## **3. Requirement to Prepare and Submit a Title VI Program**

*FTA requires that all direct and primary recipients document their compliance with DOT's Title VI regulations by submitting a Title VI Program to their FTA Regional Civil Rights Officer once every three years, or as otherwise directed by FTA. For all recipients (including subrecipients), the Title VI Program must be approved by the recipient's board of directors or appropriate governing entity or official(s) responsible for policy decisions prior to submission to FTA. Subrecipients shall submit Title VI Programs to the primary recipient from whom they receive funding in order to assist the primary recipient in its compliance efforts.*

LRSSB's governing body will approve this Title VI Program. The LRSSB governing body is the City Council for the City of La Vista. The Council consists of eight elected council members. Documentation of such approval will be submitted with the agency's Title VI Program.

LRSSB will submit its Title VI Program to the Nebraska Department of Transportation for review and approval.

## **4. Requirement to Notify Beneficiaries of Protection under Title VI**

*Title 49 CFR Section 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI. At a minimum, recipients shall disseminate this information to the public by posting a Title VI notice on the agency's website and in public areas of the agency's office(s), including the reception desk, meeting rooms, etc. Recipients should also post Title VI notices at stations or stops, and/or on transit vehicles.*

A copy of LRSSB's Title VI Notice to the Public is displayed below. This notice is accessible in multiple languages via the agency website at [www.cityoflavista.org](http://www.cityoflavista.org). The notice is also displayed in English and Spanish at the agency's main office in La Vista, Nebraska, and within the agency's service vehicles.

# *Title VI Notice to the Public*

## La Vista/Ralston Special Services Bus

La Vista/Ralston Special Services Bus operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint of discrimination by completing and submitting the agency's Title VI Discrimination Complaint Form. This form can be downloaded on the agency website at [www.cityoflavista.org](http://www.cityoflavista.org); additionally, the form can be requested by contacting the agency at the address provided below. A telephone interpreter can be provided to assist persons of limited English proficiency.

To request more information on the agency's Title VI obligations, or to obtain a detailed description of the agency's Title VI discrimination complaint procedures, please visit the agency website or contact the agency using the information provided. Title VI Discrimination Complaint Forms and additional information can also be obtained through the Nebraska Department of Transportation (NDOT) website at [www.dot.nebraska.gov](http://www.dot.nebraska.gov), or by contacting NDOT using the information provided below. A telephone interpreter can be provided to assist persons of limited English proficiency.

**La Vista/Ralston  
Special Services Bus**

Attn: Pam Buethe  
8116 Park View Blvd.  
La Vista, NE 68128  
(402) 331-4343  
[pbuethe@cityoflavista.org](mailto:pbuethe@cityoflavista.org)

**Nebraska Department of  
Transportation**

Attn: Title VI Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402)-479-4694  
[kari.ruse@nebraska.gov](mailto:kari.ruse@nebraska.gov)

**Federal Transit Administration  
Office of Civil Rights**

Attn: Title VI Program Coordinator  
East Building, 5th Floor-TCR  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

La Vista/Ralston Special Services Bus opera sus programas y servicios sin tomar en cuenta raza, color, u origen nacional de conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona que cree que ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja de discriminación por completar y enviar el Formulario de Queja de Discriminación de Título VI de la agencia. Este formulario se puede descargar en el sitio de web de la agencia en [www.cityoflavista.org](http://www.cityoflavista.org). adicionalmente, se puede solicitar el formulario poniéndose en contacto con la agencia a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.

Para solicitar mas información sobre las obligaciones de Título VI de la agencia, o para obtener una descripción detallada del procedimiento de Quejas de Discriminación del Título VI, favor de visitar la pagina de la agencia o contactar la agencia a la dirección proporcionada arriba. También se puede obtener los Formularios de Quejas de Discriminación del Título VI y información adicional en el sitio de web del Departamento de Transporte de Nebraska (NDOT) en [www.dot.nebraska.gov](http://www.dot.nebraska.gov) o poniéndose en contacto con NDOT a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.





## **5. Requirement to Develop Title VI Complaint Procedures and Complaint Form**

*All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them, and shall make their procedures for filing a complaint available to members of the public. Recipients must also develop a Title VI complaint form, and the form and procedure for filing a complaint shall be available on the recipient's website:*

LRSSB has adopted the Nebraska Department of Transportation's procedures and forms for investigating and tracking Title VI complaints of discrimination, and these forms (pictured below) are available in multiple languages via the agency website at [www.cityoflavista.org](http://www.cityoflavista.org), or upon request. Instructions for obtaining these forms are provided on the agency's Title VI Notice to the Public.

A description of LRSSB's Title VI Complaint Procedures follows the forms presented below.

# Title VI Complaint Procedures

## La Vista/Ralston Special Services Bus

Any person who believes they have been discriminated against on the basis of race, color, or national origin by La Vista/Ralston Special Services Bus may file a complaint by completing and submitting the agency's Title VI Complaint Form. Complaints must be submitted within 180 days following the alleged incident. Complaints received after 180 days will not be eligible for investigation.

All Title VI and related statute complaints are considered formal—there is no informal process. Complaints must be made in writing and signed by the complainant on the Complaint Form provided. If complaints are received by telephone, the information will be documented in writing and provided to the complainant for confirmation or revision and signature prior to processing. Complaints must include the complainant's name, address, and telephone number, and should specify all issues and circumstances of the alleged discrimination. Allegations must be based on issues involving race, color, or national origin. Complaints can be submitted to the agency at the following contact information:

### **La Vista/Ralston Special Services Bus**

Attn: Pam Buethe  
8116 Park View Blvd.  
La Vista, NE 68128  
(402) 331-4343  
pbuethe@cityoflavista.org

### **Nebraska Department of Transportation**

Attn: Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402) 479-4694  
kari.ruse@nebraska.gov

Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>.

*La Vista/Ralston Special Services Bus will notify the Nebraska Department of Transportation that a complaint has been received. The complainant will receive an acknowledgment letter informing her/him whether the complaint will be investigated. NDOT has 30 days to investigate the complaint. If more information is needed to resolve the case, the agency may contact the complainant to request additional information. The complainant has 15 days from the date of the letter to supply requested information to the investigator assigned to the case.*

*After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days following the closure letter or LOF to do so.*

*Este documento describe el Procedimiento de Queja por Discriminación del Título VI de La Vista/Ralston Special Services Bus. Para obtener una copia de este documento en español, comuníquese con el Departamento de Transporte de Nebraska al número de teléfono que figura arriba. Un intérprete telefónico está disponible para ayudar a personas con dominio limitado del inglés.*



# Title VI Discrimination Complaint Form

## La Vista/Ralston Special Services Bus

To file a Title VI complaint of discrimination, please complete this Complaint Form in full and submit it within 180 days following the alleged incident using the provided agency contact information. Complaints received after 180 days will not be eligible for investigation. Title VI complaints must involve issues pertaining to race, color, or national origin. Complaint Forms may be submitted by an individual or a representative of that individual.

Complaints must be made in writing and contain as much information as possible about the alleged discrimination. If complaints are received by telephone, the information will be documented in writing and provided to the complainant for confirmation or revision and signature prior to processing. The written complaint should include the complainant's name, address, and telephone number, as well as a detailed description of the issues and the name(s) and job title(s) of individuals perceived as parties in the complaint.

After completing this Complaint Form, please return it to the address below:

**La Vista/Ralston Special Services Bus**

Attn: Pam Buethe  
8116 Park View Blvd.  
La Vista, NE 68128  
(402) 331-4343  
pbuethe@cityoflavista.org

Complainants may also choose to return this form to the Nebraska Department of Transportation at the following address:

**Nebraska Department of Transportation**

Attn: Title VI Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402) 479-4694  
kari.ruse@nebraska.gov

Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>. Complaints using the FTA form may be submitted via email to [FTACivilRightsCommunications@dot.gov](mailto:FTACivilRightsCommunications@dot.gov) or mailed to the following address:

**Federal Transit Administration**

Office of Civil Rights  
Attn: Complaint Team  
East Building, 5th Floor-TCR  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

*Para obtener una copia de este documento en español, visite el sitio web de la agencia en [www.cityoflavista.org](http://www.cityoflavista.org). Para asistencia adicional, comuníquese con el Departamento de Transporte de Nebraska al número de teléfono que figura arriba. Un intérprete telefónico está disponible para ayudar a personas con dominio limitado del inglés.*



**Public Transit**

**NEBRASKA**

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

Complainant:	Phone:
Address:	Email:
Person Discriminated Against if Different from Above:	Phone:
Address:	Email:
What is the full legal name of the organization that discriminated against you?:	
Type of Discrimination: <input type="checkbox"/> Race/Color <input type="checkbox"/> National Origin <input type="checkbox"/> Retaliation	Date of Incident:
Date and place of alleged discriminatory actions. Please include earliest date of discrimination and most recent date of discrimination:	
Explain as briefly and clearly as possible what happened and how you were discriminated against. Indicate who was involved. Be sure to include how other persons were treated differently than you. Also, attach any written material pertaining to your complaint (attach additional pages if necessary):	
Names and contact information of persons (witnesses, others) whom we may contact for additional information to investigate your complaint:	

The complaint will not be accepted if it has not been signed. Please sign and date this complaint form below. You may attach any written materials or other supporting information that you believe is relevant to the complaint.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachments: ☐ Yes ☐ No

Please submit this completed form using the contact information provided on page 1.

OFFICE USE ONLY	
Received By:	Date:

## **LRSSB's Title VI Complaint Procedures**

LRSSB forwards all Title VI complaints of discrimination to the Nebraska Department of Transportation Local Assistance section for review. Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by LRSSB may file a complaint by completing and submitting the agency's Title VI Complaint Form. Only complaints received no more than 180 days following the alleged incident will be subject to investigation.

All Title VI and related statute complaints are considered formal—there is no informal process. Complaints must be made in writing and signed by the complainant on the form provided. Complaints received by telephone will be placed in writing and provided to the complainant for confirmation or revision and signing prior to processing.

Complaints may be filed by the affected individual or a representative of that individual. Complaints must include the complainant's name, address, and telephone number, and should specify all incidences and circumstances of the alleged discrimination. Allegations must be based on issues involving race, color, or national origin.

Complaints may be filed with the agency using the following contact information:

**City of La Vista**

Attn: Pam Buethe

8116 Park View Blvd.

La Vista, NE 68128

(402) 331-4343

[pbuethe@cityoflavista.org](mailto:pbuethe@cityoflavista.org)

Complainants who do not wish to file with the transit agency may contact the Nebraska Department of Transportation to receive assistance filing a complaint. NDOT can also assist individuals in submitting a Title VI Complaint in a language other than English. NDOT can be contacted using the following information:

**Nebraska Department of Transportation**

Attn: Title VI Transit Manager

1500 Hwy. 2

Lincoln, NE 68502

(402)-479-4694

[kari.ruse@nebraska.gov](mailto:kari.ruse@nebraska.gov)



Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>. Complaints to FTA may be submitted via email to [FTACivilRightsCommunications@dot.gov](mailto:FTACivilRightsCommunications@dot.gov) or mailed to the following address:

**Federal Transit Administration**  
Office of Civil Rights  
Attn: Title VI Program Coordinator  
1200 New Jersey Avenue SE  
Washington, D.C. 20590

If a complaint is received by LRSSB, the agency will submit the complaint to the Nebraska Department of Transportation (NDOT) for review. Upon receipt of the complaint, the NDOT Local Assistance Section will notify the Federal Transit Administration that a complaint has been filed. The NDOT Transit Manager or other investigator will contact the complainant to:

- Acknowledge receipt of the complaint by the investigator.
- Confirm the complainant received adequate assistance to file the complaint.
- Confirm that the complainant wishes to proceed with the complaint.
- Confirm the existence of allegations that require investigation and/or resolution.
- Gather additional facts and further clarify the complaint.

The complainant will be notified in writing that the complaint was received and will be reviewed by the NDOT Intermodal Planning Section and FTA Region VII, with the involvement of LRSSB. If the complaint is determined to have validity, it will be investigated. As part of the review, the investigator will, at minimum:

- Gather relevant documentation from the complainant that was not included in the complaint, such as forms, memos, letters, and photographs;
- Maintain a log of all activities associated with the complaint;
- Complete an investigative report containing information, findings, photos, and recommendations for corrective action, to be submitted to FTA.

A copy of the complaint, together with a copy of NDOT's investigative report, shall be forwarded to the FTA Region VII Office in Kansas City, MO within 60 days of the date at which the complaint was received by NDOT.

- A decision by NDOT to dismiss a complaint can be made for the following reasons:
- The complaint was not filed within 180 days.
- The complaint is not covered by the Title VI statutes for which NDOT is responsible.
- The complaint does not allege any harm covered under the statutes for which NDOT is responsible.
- The complainant requests the withdrawal of the complaint.
- The complainant fails to respond to repeat, documented requests for additional information needed to process the complaint.
- The complainant cannot be located after documented reasonable attempts.

A log will be maintained which is to include the following information:

- The date the complaint/lawsuit was filed.
- A summary of the allegation(s).
- The status of the investigation.
- The actions taken by the recipient/subrecipient in response to the complaint/lawsuit and investigation.
- Documentation to be retained includes the complaint form and a summary of findings.

After the investigator reviews the complaint, they will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation, and the complaint will be closed. An LOF summarizes the allegations and interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wished to appeal the decision, they have 30 days following the closure letter or LOF to do so.

For additional questions regarding LRSSB's Title VI complaint procedures or Civil Rights Program, individuals may contact the transit agency at the contact information provided above. For more information on NDOT's Title VI complaint procedures or Civil Rights Program, individuals may contact NDOT at the address provided.

## ***6. Requirement to Record and Report Title VI Complaints, Investigations, and Lawsuits***

*In order to comply with the reporting requirements of 49 CFR Section 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations conducted by entities other than FTA; lawsuits; and complaints naming the recipient. This list shall include the date that the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to, the investigation, lawsuit, or complaint.*

At this time, LRSSB has not received Title VI complaints of discrimination, and therefore there are no investigations or lawsuits to report.

LRSSB will maintain a list of all investigations, lawsuits, and/or complaints naming the agency, in accordance with the guidelines specified by FTA C 4702.1B. A copy of the form that will be used to track such complaints is displayed below. LRSSB will maintain permanent records of all complaint-related documents. The agency will report all Title VI complaints of discrimination to the Nebraska Department of Transportation and the Federal Transit Administration.

# Title VI Complaint and Lawsuit Tracking Form

## Title VI Complaints

Complainant Name	Date of Incident	Date Filed	Summary of Complaint (include basis of complaint: race, color, or national origin)	Complaint resulted in investigation? (Y/N)	Status of complaint: active or closed?	Summary of Findings OR Reason Complaint was not Investigated (N/A if active)	Notes

## Title VI Lawsuits

Name of plaintiff	Date of Incident	Date Filed	Allegation(s)	Status: Active or Closed?	Result (N/A if active)	Notes:

**Submitted by:**

Pam Buethe  
8116 Park View Blvd.  
La Vista, NE 68128  
(402) 331-4343  
pbuethe@cityoflavista.org

## **7. Plan to Promote Inclusive Public Participation**

LRSSB's public involvement strategy allows for timely public notice and the opportunity for public comment surrounding requests for FTA Section 5310 funds for operating assistance or acquisitions of new technologies, services, or equipment. During the public involvement process, reasonable steps will be taken to accommodate LEP persons.

Prior to submitting a funding request to NDOT, LRSSB will engage in the following activities to solicit public participation:

- Issue a public notice in a newspaper generally available to the public and private agencies and operators in the service area.
- The notice will describe what funding is being requested and the transportation services to be offered.
- The notice will invite any interested public or private transit or paratransit operator within the service area to comment on the funding application by sending a written notice to the Nebraska Department of Transportation Local Assistance Division and/or the applicant agency within 30 days of the public notice.

### **Past Outreach Efforts**

Since LRSSB is affiliated with the municipal government operations of La Vista and Ralston, they engage in a number of public outreach strategies different from traditional promotional activities for public transit, including but not limited to partnerships with local agencies and participation in community events. However, the agency has and will continue to follow the public participation strategy outlined above in the event of requests for operating assistance or acquisitions of new technologies, services, or equipment. Reasonable steps will be taken to accommodate persons of Limited English Proficiency encountered as a result of this process.

## **8. Providing Meaningful Access to LEP Persons**

*Recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee; (2) the frequency with which LEP individuals come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the grantee/recipient and costs. As indicated above, the intent of this guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small business, small local governments, or small nonprofits.*

### **Four Factor Analysis Results Summary**

LRSSB provides transportation to members of the public residing in the cities of La Vista and Ralston, Nebraska situated in Sarpy and Douglas Counties, respectively. LRSSB personnel report that contact with clients of limited English proficiency (LEP) is rare, with no LEP clients in contact with the program at the current time. However, the following analysis was carried out so as to inform a Language Assistance Plan

that considers the needs of limited English proficient (LEP) persons who could potentially be encountered by the agency as it administers its programs and services in Sarpy and Douglas Counties.

To facilitate this analysis, 2016-2020 American Community Survey data was analyzed at the county level. This data was used to inform the Language Assistance Plan accompanying this Four Factor Analysis. The data show that the number and proportion of LEP persons in Sarpy and Douglas Counties is low, with approximately 86% of the population estimated to speak English only.

### **Service Area Profile**

The total number of persons over the age of five in the LRSSB service area is 694,238.

- Of the total population, 598,730 persons, or approximately 86% of the population, speak English only.
- Spanish is the largest non-English language group within the LRSSB service area, with 25,863 LEP persons, or approximately 4% of the total population.
- Indo-European language speakers account for 4,226 LEP persons, or approximately 1% of the total population.
- Asian and Pacific Island language speakers account for 8,235 LEP persons, or approximately 1% of the total population.
- Other non-English language speakers account for 3,628 LEP persons, or approximately 1% of the total population.

### **Service Area Profile Conclusions**

The number and proportion of non-English speaking LEP persons in the vicinity of LRSSB is low but significant, with all other language groups exceeding the Safe Harbor Threshold of 1,000 or more LEP persons or 5% of the service area population. However, agency personnel report that contact with LEP persons is rare, with no LEP clients estimated to be in contact with the program at the current time.

### **LRSSB Four Factor Analysis**

#### **Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or recipient**

##### **Factor 1a: How LEP persons interact with the recipient's agency**

LRSSB provides transportation to members of the public residing in the cities of La Vista and Ralston, Nebraska. Any LEP persons would interact with the agency through transit or booking experiences.

##### **Factor 1b: The literacy skills of LEP persons in their native languages, in order to determine whether the translation of written documents will be an effective practice**

No data could be obtained regarding the native language literacy of LEP persons within the LRSSB service area, nor does the agency maintain such data at this time. Such data will be utilized in the instance that it becomes available. However, due to the language assistance resources made available by the agency to LEP persons (see the accompanying Language Assistance Plan) it is not estimated that barriers to service due to native language literacy would prevent LEP persons from accessing the agency's programs or services at this time.



**Factor 1c: Whether LEP persons are underserved by the recipient due to language barriers**

Based on infrequent interaction with LEP persons, facility personnel do not believe LEP persons are underserved due to language barriers.

**Factor 2: The frequency with which LEP persons come into contact with the program**

The agency reports that LEP persons rarely come into contact with LRSSB.

**Factor 3: The Nature and Importance of the Program, Activity, or Service in People's Lives**

LRSSB provides transportation for residents enabling them greater mobility and access to critical services. Trip purposes include, but are not limited to, medical appointments; traveling to residences; social activities; and engaging in regular daily activities. These services are deemed important for their residents' lives.

**Factor 4: The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach**

LRSSB will have use of written translation services through the Nebraska Department of Transportation, as well as general Title VI assistance and oversight.

**LRSSB Language Assistance Plan**

LRSSB currently has access to document translation assistance through the Nebraska Department of Transportation, as well as general Title VI assistance and oversight through this agency. Using this resource, LRSSB's Title VI Notice to the Public, Discrimination Complaint Form, and Discrimination Complaint Procedures Form have been translated into non-English languages for upon-request public distribution and posting on the agency website. The agency will take reasonable steps to assist LEP persons who may choose to access its programs and services in the future.

Additionally, LRSSB transit personnel will be assisted by non-transit staff in facilitating interactions with LEP persons; for example, by arranging an interpreter or translator if needed.

**Monitoring, Evaluating, and Updating the LEP Plan**

LRSSB will update the current Language Assistance Plan as required. At minimum, the plan will be reviewed and updated every three years. Updates may include the following:

The number of documented LEP person contacts encountered since the last update. Description of how the needs of LEP persons have been addressed.

- Determination of the current LEP population within the agency service area.
- Determination of whether the need for language assistance has changed.
- Determination of whether local language assistance has been effective and sufficient at meeting needs.
- Determination of whether the agency's available outreach resources are sufficient to supply necessary language assistance.

- Determination of whether complaints have been received concerning the agency's failure to meet the needs of LEP persons.

## Employee Training

LRSSB's transit personnel are required to review the current Title VI Program document and sign a written statement declaring their understanding of their obligation to provide service regardless of race, color, or national origin.

Necessary personnel will be familiar with the agency's procedures for handling a potential Title VI complaint.

Additional resources for employee training include a Title VI training workshop hosted by the Nebraska Department of Transportation and the University of Nebraska, and ongoing Title VI assistance and oversight provided by the Nebraska Department of Transportation and University of Nebraska at Omaha.

## 9. Minority Representation on Planning and Advisory Bodies

*Title 49 CFR Section 21.5(b)(1)(vii) states that a recipient may not, on the grounds of race, color, or national origin, "deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program." Recipients that have transit-related, nonelected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees:*

LRSSB does not have a non-elected, transit-related planning board, advisory council, or other such committee. In the event that such a body were to be established prior to the next Title VI Program submission, the following table (pictured below) would be used to depict the racial makeup of said council or committee.

### Sample Minority Representation Table

MINORITY REPRESENTATION TABLE							
# of non-elected members	% Caucasian	% African American	% Latino	% Asian American	% Native American	Other Ethnicity	Notes

## **10. Requirement to Provide Assistance to Subrecipients: N/A**

LRSSB is not a primary recipient and is therefore exempt from this requirement.

## **11. Monitoring of Subrecipients: N/A**

LRSSB is not a primary recipient and is therefore exempt from this requirement.

## **12. Equity Analysis to Determine Site or Location of Facilities**

*Title 49 CFR Section 21.9(b)(3) states, "In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or this part." Title 49 CFR part 21, Appendix C, Section (3)(iv) provides, "The location of projects requiring land acquisition and the displacement of persons from their residences and businesses may not be determined on the basis of race, color, or national origin." For the purposes of this requirement, "facilities" does not include bus shelters, as these are transit amenities and are covered in Chapter IV, nor does it include transit stations, power substations, etc., as those are evaluated during project development and the NEPA process. Facilities included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc.*

LRSSB has not conducted a project requiring land acquisition or the displacement of persons during the current reporting period.

In possible future circumstances, LRSSB will ensure that both environmental analysis and Title VI environmental justice requirements are incorporated into the scope of work for all facilities projects. The agency will complete a Title VI equity analysis during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. The agency will engage in outreach to persons potentially impacted by the siting of facilities. The Title VI equity analysis will compare the equity impacts of various siting alternatives, and the analysis will occur prior to the selection of the preferred site.

When evaluating the locations of facilities, LRSSB will give attention to other facilities with similar impacts in the area to determine whether any cumulative adverse impacts might result. Analysis will be conducted at the Census tract or block group, where appropriate, to ensure that proper perspective is given to localized impacts.

If the agency determines that the location of a project will result in a disparate impact on the basis of race, color, or national origin, the agency will only locate the project in that location if there is a substantial legitimate justification for locating the project there, and when there are no alternative locations that would have a less disparate impact on the basis of race, color, or nation origin. The agency will show how both tests are met, and will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin; the agency will then implement the least discriminatory alternative.

### ***13. Requirement to Provide Additional Information upon Request***

FTA may request, at its discretion, information other than that required by [FTA Circular 4702.1B] from a recipient in order for FTA to investigate complaints of discrimination or to resolve concerns about possible noncompliance with DOT's Title VI regulations.

LRSSB will fully cooperate with any FTA investigation of discrimination complaints to the extent required by Title VI regulations.

### **Requirements and Guidelines for Fixed-Route Transit Providers: N/A**

LRSSB is not a provider of fixed route transportation and is therefore exempt from this requirement.

### **Requirements for States: N/A**

### **Requirements for Metropolitan Planning Organizations: N/A**

### **FTA Compliance Reviews: N/A**